REVISED AGENDA

Executive Session 4:30 | Town Council Meeting 5:30

Wednesday, August 07, 2024

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/84560394178

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 845 6039 4178

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

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

3. EXECUTIVE SESSION

A. An Executive Session pursuant to CRS Section 24-6-402(4)(b) for the purposes of consulting with the attorney to receive legal advice on legal questions related to the following matters:

Ford Quiet Title
Battle North Diligence

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.

A. 07-17-2024 Minutes

B. 0008 Silver Star Trail - New Single Family Residence

C. 0141 Miles End Lane - New Single Family Residence

D. 0185 Miles End Lane - New Single Family Residence

E. 0096 Miles End Lane - New Single Family Residence

F. 0206 Miles End Lane - New Single Family Residence

G. 0226 Miles End Lane - New Single Family Residence

H. 0024 Silver Star Trail - New Single Family Residence

I. Resolution 43 - Series 2024 A Resolution Approving a Contract with Tatanka Historical Associates, Inc.to Execute the Historic Resource Survey Grant

J. Resolution 44 - Series 2024 A Resolution Supporting the Legislative Position of the Colorado Association of Ski Towns (CAST) as it Relates to Local's Housing Efforts

K. Resolution 41 - Series 2024 A Resolution Reappointing Judge Erik Johnson

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. COUNCIL COMMENTS & COMMITTEE REPORTS

9. STAFF REPORTS

A. Manager's Report

10. SPECIAL PRESENTATIONS

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

A. Minturn Scholarship Fund - Shelley Bellm

B. Core Transit Update - Tonya Allen

11. BUSINESS ITEMS

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

A. Ordinance 11 - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 151 Main Street

B. Ordinance 12 - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 155 Main Street

C. Ordinance 17 - Series 2024 (Second Reading) An Ordinance Approving a Short-Term Rental Tax Ballot Question for the November 5, 2024, General Election

D. Ordinance 18 - Series 2024 (Second Reading) An Ordinance Approving a Downtown Development Authority Ballot Question for a November 5, 2024, Special Mail Ballot Election

E. Resolution 42-Series 2024, A Resolution Approving an IGA with the Eagle County Clerk and Recorder for coordinated election services on the November 5, 2024 General Election

F. Revision Added - Resolution 45 - Series 2024 A Resolution Approving the Extension of the Battle Mountain Settlement Approvals Period

12. DISCUSSION / DIRECTION ITEMS

A. Battle North Diligence Review

13. FUTURE AGENDA ITEMS

A. Future Agenda Items

14. ADJOURN

INFORMATIONAL ONLY ITEMS

Upcoming Council Meetings & Events:

-- August 21, 2024

-- September 2, 2024 Labor Day - Town Hall Closed

-- September 4, 2024

-- September 18, 2024

OFFICIAL MINUTES

Executive Session 4:00 PM | Work Session 4:30 PM | Town Council Meeting 5:30 PM

Wednesday, July 17, 2024

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/82313295933

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 823 1329 5933

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

Mayor Earle B. called the meeting to order at 4:00pm.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Council present Mayor Earle Bidez, Mayor Pro Eric Gotthelf, Town Council members Lynn Feiger, Gusty Kanakis, Tom Priest (zoom), Kate Schifani, and Brian Rodine (zoom).

Staff present: Town Attorney Mike Sawyer, Town Manager Michelle Metteer, Town Planners Scot Hunn and Madison Harris, and Town Clerk Jay Brunvand (zoom).

3. **EXECUTIVE SESSION (4:00 PM)**
   - **A.** An Executive Session pursuant to CRS Section 24-6-402(4)(b) for the purposes of consulting with the attorney to receive legal advice on legal questions related to the following matters:
     Update on Case No. 21CW3030 and Strategy.

Motion by Eric G., second by Gusty K., to convene in executive session pursuant to CRS Section 24-6-402(4)(b) for the purposes of consulting with the attorney to receive legal advice on legal questions related to the following matters: Update on Case No. 21CW3030 and Strategy as presented. Motion passed 7-0.

Note: Council convened from Executive Session at 4:30pm, recessed the meeting, and convened in a work session.

NOTE: Work Sessions are public but not recorded.

4. **WORK SESSION (4:30 PM)**
   A work session for the Council and Historic Preservation Commission to review and discuss Chapter 19 of the Minturn Municipal Code (Historic Preservation). Work sessions are limited to discussion between the participating boards. The public is welcome to attend for viewing purposes.

   - **A.** Historic Preservation Policy Review

The council convened in regular session at 5:45pm.

5. **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.

   - **A.** 06-19-2024 Minutes
   - **B.** 0030 Silver Star Trail - New Single Family Residence
   - **C.** 0003 Miles End Lane - New Single Family Residence
   - **D.** 0043 Miles End Lane - New Single Family Residence
   - **E.** 0186 Miles End Lane - New Single Family Residence
   - **F.** Resolution 31 - Series 2024 A Resolution Opting into the National Opioid Settlement: Kroger Co.
   - **G.** Resolution 32 - Series 2024 A Resolution Supporting a Department of Local Affairs Grant Application for the Repair of the Retaining Wall at Little Beach Park
   - **H.** Resolution 33 - Series 2024 A Resolution Approving a Contract with Stolfus Engineering for the Facilitation of the Safe Streets for All (SS4A) Grant Award
   - **I.** Amended Resolution 28 - Series 2024 A Resolution Approving a Temporary Use Permit for the Town of Minturn at 171 Main Street and 191 Main Street

Motion by Eric G., second by Gusty K., to approve the Consent Agenda of July 17, 2024 as presented. Motion passed 7-0.

6. APPROVAL OF REGULAR AGENDA

Opportunity for amendment or deletions to the agenda.

Gusty K. asked to move the historical discussion up to item 13a to just prior to the business items to accommodate the public in attendance.

Motion by Gusty K., second by Eric G., to approve the Agenda of July 17, 2024 as presented. Motion passed 7-0.

7. DECLARATION OF CONFLICTS OF INTEREST

8. 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.

Mr. Larry Stone, 152 Main St, welcomed Keving Rindy. and encouraged bear awareness and better trash cans.

9. COUNCIL COMMENTS & COMMITTEE REPORTS

Eric G. attended a climate collaborative meeting and update
Earle B discussed and updated on the eco transit to the transit authority. You will notice buses being renamed, route frequency, and fare free transit. They are looking at multi-modal to get you from the bus stop to your destination. It is now called CORE TRANSIT.

10. STAFF REPORTS

A. Introduction - Kevin Rindy, Minturn Building Permit Specialist & Code Compliance

Council welcomed Kevin R.

Michelle M. discussed the bear/trash issues in town and presented photos of the issue and discussed options for citizens.

11. SPECIAL PRESENTATIONS

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

12. DISCUSSION / DIRECTION ITEMS

A. MMC Chapter 19 Historic Preservation

Direction to staff cannot be provided in work session, therefore, staff recommends allowing for public comments from those interested, conducting any final discussion and then providing direction to staff on recommendations for historic preservation policy implementation. Two historic preservation applications are pending a continued first reading at the August 7, 2024 council meeting. Additional property owners and stakeholders are awaiting the Council's direction regarding the implementation of the historic preservation policy and how it may affect their properties. Likewise, interested Minturn stakeholders are looking to understand how historic preservation policy adjustments will affect Minturn's historic preservation program, therefore, the Council is strongly encouraged to provide clear direction on steps to move this matter forward.

Michelle M. noted that exempting the construction use tax for historic buildings would cause the tax to revert back to the home jurisdiction where the products were sold which would not save any money. Therefore, this is not a recommended option.

Mr. Robert Creasy, 479 Pine St, felt we should not segregate the downtown from the rest of the town for historical benefits. He felt we should inventory the buildings of historical importance rather than use the nomination process or use it in conjunction.

Ms. Shelley Bellm, 470 Pine St, she felt there should be a timeframe where if it is nominated and not passed it could protect the new purchasers as well. She felt we should have a historic district, felt owners should be able to nominate their own property, would like to exempt the 100 block FROM historic designation while mandating strict design guidelines. She submitted a letter which is included in these minutes. Eric G. noted that it was approved at the last emceeing that once nominated a property could not be renominated for five years even if it is sold. She also expressed the need to define what is historical. A family that lived in a house does not make the property historical. Kim, as real estate agent representing the Bellm's, noted that better defined guidelines was needed and to implement a faster process.

Ms. Lynn Teach, 255 Pine St, noted some buildings are not in the condition to be saved. She felt two or three people nominating a property was a better solution than only one person as is currently the idea.

Mr. Kelly Toon, 545 Main St, discussed ideas to simplify the application and consideration process.

Mr. Larry Stone, 152 Main St, the intent is to preserve the character of Minturn. We want to increase the vitality of the town not just the preservation of old properties.

Mr. Kevin Halliday discussed on projects he has worked on. He said new and old can and should work together.

Ms. Tracy Anderson, 1016 Mountain Dr, expressed the importance of saving our history in light of the change that we are looking at in the near future.

Mr. Spence Neubauer, 444 Main St, expressed that the character of Minturn came from the last 100 years of change. We should encourage preservation of history but embrace the change.

It was expressed by council that options 1-7 were good
Direction given:

- Eliminate option 8 construction use tax and option 9 residential use of buildings in the 100 block
- The other options could be considered
- Focus on involving the property owner they should have a say in the process and they have a minimal say at this time.

Note: Tom P. left the meeting at 6:20pm

13. BUSINESS ITEMS

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

A. Resolution 34 - Series 2024 A Resolution Adopting the Eagle County Hazard Mitigation Plan

An all-county effort led by Birch Barron and his team in the Eagle County Emergency Management Department worked over this past year to update the Eagle County Hazard Mitigation Plan. This plan identifies potential future hazards, community vulnerabilities, assessed threats and impacts to populations. This plan works to support Minturn toward better functioning in the event of a natural l disaster. The goal of this process is to reduce risk and vulnerability of the Minturn public and as identified in the plan, to lessen impacts on life, the economy and infrastructure. Minturn's profile is included within the Hazard Mitigation Plan and identifies several potential threats to the community. See attachment for complete details**. The adoption of the Eagle County Hazard Mitigation Plan is required in order to be eligible for FEMA in the event of a disaster.** Earle B. felt the plan was very important and very helpful and demonstrates a lot of necessary work that Minturn needs to focus on.

Lynn F. asked about Minturn not having a fire department. She noted we are a member of the District and there is a fire house in town.

Motion by Eric G., second by Gusty K., to approve Resolution 34 – Series 2024 a Resolution adopting the Eagle County Hazard Mitigation Plan as presented. Motion passed 6-0. Note: Tom P. was excused absent.

B. Resolution 35 - Series 2024 A Resolution Adopting the Eagle River Community Water Plan

Michelle M. introduced those who presented an all-county led effort to consider past, present, and future human ecosystem river health values to identify opportunities to correct historical degradation and prevent and mitigate against non-desirable future conditions within the Eagle County watershed.

Motion by Kate S., second by Gusty K., to approve Resolution 35 – Series A Resolution Adopting the Eagle River Community Water Plan as presented. Motion passed 6-0. Note: Tom P. was excused absent.

Note: Brian R. left the meeting at 6:40pm

C. Resolution 36 - Series 2024 A Resolution to Approve the PRV Meter House Improvements

Engineer Jarod Limke presented. Staff is seeking confirmation from Councl to move forward with the Request for Proposal process to install a pressure reducing valve (PRV) on the potable water distribution system. This PRV will allow for full storage utilization of both Minturn tanks #2 and #3. The only remaining work, which is not included in this project or cost estimate, will be the relining of tank #2 at an estimated cost of approximately $140,000. Because Minturn's two main water storage tanks are located at different elevations, a PRV is needed to allow each tank to fully function without overflow. This work would be conducted within the current master meter housing and entirely within an already-created structure. If approved, an RFP would be issued, Council would approve the recommended contract and work could commence as early at this fall with a completion date of late winter/early spring.

Motion by Lynn T., second by Eric G., to approve Resolution 36 – Series A Resolution approving the PRV Meter Housing improvements as presented. Motion passed 5-0. Note: Tom P and Brian R. were excused absent.

D. Resolution 37 - Series 2024 A Resolution Appointing Historic Preservation Commission Members

The HPC is a five-member commission appointed with "three-year staggered terms…" - Minturn Municipal Code ("MMC") Sec. 19-2-30 (1). Sec. 19-2-20 of the MMC states that "At least 3 of the voting members shall be full time Residents, Property or business Owners, or designated representatives of Property or business Owners within the Town" and that "At least 2 of the voting members shall be professionals or shall have extensive expertise in a preservation-related discipline, including but not limited to History, Architecture, Landscape Architecture, American Studies, American Civilization, Construction and Building Trades; Cultural Geography, Cultural Anthropology, Environmental Expertise, Planning, Real Estate, or Archeology. The Town Council may waive this requirement on a determination that there are not eligible prospective members who meet these criteria." There are no term limits, only that public review and appointment take place. Staff has advertised the openings of the HPC and received two applications, who are qualified to serve. Council is asked to appoint two applicants to the two open three-year terms.

Applicants:
- Robert Creasy - 453 Pine Street
- Lynn Teach - 253 Pine Street

The applicants will have time to answer questions from the Council. Ballots will be provided to the Council with the applicant's names. Council will be asked to choose their top applicants. Meetings are held once a month on the third Tuesday, with the ability to add more should the occasion call for it. Of the three HPC members still appointed, there is a mix of full-time residents, property owners, business owners as well as experience in Architecture, Education, and Building Trades.

No balloting was required. The Council elected to simply appoint the two applicants to the two referenced seats.

Motion by Kate S., second by Gusty K., to approve Resolution37 - Series 2024 A Resolution appointing Lynn Teach and Robert Creasy to serve on the Minturn Historic Preservation Commission through July 31, 2027 as presented. Motion passed 6-0. Note: Tom P. and Brian R. were excused absent.

E. Resolution 38 - Series 2024 A Resolution Approving a Contract with Ewing Construction for the Extension of the ECO Trail into Minturn

Recently, the ECO Trail was completed between the USFS bridge at the north end of town southward to just before the Minturn Town boundary. The ending location was due to not having the necessary easement approvals to cross Union Pacific property as those approvals were conditional upon the approval of the Minturn North project. With the Minturn North approvals, Union Pacific has provided the necessary easements for the ECOT Trail to cross their parcel of land and work can commence. Eagle County has offered to cover the costs associated with the completion of this section of the ECO Trail. This is a generous offer which Minturn has accepted. For this to occur, Minturn will need to secure the contract with Ewing Construction, who is already onsite and mobilized for the Minturn North project – saving time and money. This contract was obtained through a sole-source procurement given the unique specifics of the contract and the work already being done in the area by Ewing.

Motion by Kate S., second by Eric G., to approve Resolution 38 – Series 2024 A Resolution Approving a Contract with Ewing Construction for the Extension of the ECO Trail into Minturn as presented. Motion passed 6-0. Note: Tom P. and Brian R. were excused absent.

F. Ordinance 17 - Series 2024 (First Reading) An Ordinance Approving a Short-Term Rental Tax Ballot Question for the November 5, 2024, General Election

In November 2005, during a county wide coordinated election, the town passed a ballot measure allowing the town to assess a 1.5% Lodging Tax on all STR rentals. This included commercial lodging facilities as well as residential facilities. An STR is defined as a unit rented for 30days or less. Staff is requesting direction to proceed with a ballot request in the November 2024 County wide coordinated election to increase the Lodging tax 5% points, from 1.5% to 6.5% for RESIDENTIAL rentals ONLY. Commercial properties are assessed property taxes at 26.3% and residential properties at 6.7% of assessed value. Due to this almost 4x variance, we are only looking at this tax to be applied only to residential STR's.

ANALYSIS:
The current and projected sales tax rates for STR are as follows. (NOTE: The commercial lodging would remain at the current level, the STR would move to the projected and non-lodging would sales tax would remain at 8.9%):

CURRENT Lodging Tax For both Residential and Commercial		Projected Lodging Tax for Residential	
State	2.9%	State	2.9%
County	1.5%	County	1.5%
Transit	0.5%	Transit	0.5%
Town	4.0%	Town	4.0%
Lodging	1.5%	Lodging	6.5%
	10.4%		15.4%

Estimating the projected revenue picture with this change:

	1.50%	6.5%*
2021	18,960	38,307
2022	20,457	61,081
2023	14,461	52,832

*Commercial factored at 1.5%

The above table shows what we received at 1.5% and what we would have received based on the combined 1.5% commercial and 6.5% residential STR. Our current 1.5% lodging tax is not designated for a specific use, rather, it is available for any General Fund use in the budget process. Although this is a very specific tax on a very specific funding source, often a tax question is more successful if the funds are directed or earmarked for a specific community need. Any ear mark directed should be based on the Strategic Plan. This could be, but not limited to, community enhancements, events, parks, childcare, or housing options.

Public Hearing Opened
No Public Comment
Public Hearing Closed

Motion by Gusty K., second by Eric G., to approve Ordinance 17 - Series 2024 (First Reading) An Ordinance Approving a Short-Term Rental Tax Ballot Question for the November 5, 2024 General Election as presented. Motion passed 5-0. Tom P. and Brian R. were excused absent.

G. Ordinance 18 - Series 2024 (First Reading) An Ordinance Approving a Downtown Development Authority Ballot Question for the November 5, 2024, General Election

The Town of Minturn has been considering the values a DDA could bring to this community off and on for almost three years. In this time, staff and some business and property owners of Minturn's downtown area have investigated this option with the culmination of the attendance at the 2022 DCI Conference in Colorado Springs. From there the Town returned with an action plan

for the potential to create a DDA from which we have slowly been progressing ever since. The Town recently completed a secondary financial analysis by consultant Jim Mann, to better understand the potential income revenues of a DDA. This analysis is currently being expounded to include a debt authorization recommendation amount, to be included in second reading. During Q2, the Town (with help from DCI) held final meetings with downtown stakeholders (including an in-person open house event on June 10th) and had a public discussion during the June 19th Town Council Meeting, on this topic. There was broad support from downtown commercial stakeholders, and from Town Council. A Downtown Development Authority functions as quasi-municipal corporation which is intended to halt or prevent deterioration of property values or structures in a Central Business District. To this end, a DDA is focused with finding ways for improving real estate development, infrastructure, and operations of a downtown area. It does this by leveraging any future increase in assessed property valuations within the approved DDA boundary. This allows the DDA to reinvest in Minturn's downtown and keep money in Minturn which would have otherwise gone to the bevy of other organizations that see revenue through property taxes, such as the School District, Cemetery District, Library District, Eagle County, and others. The complete mill levy breakout can be found on electronic page 81 of the 2024 Minturn budget. This is all done through a mechanism called Tax Increment Financing (TIF). Staff is recommending the above concept which includes no increase in taxes. To form a DDA, firstly, the Council must approve the concept. An election of the property owners and leaseholders included in the DDA boundary is then required. If approved, a DDA has a lifespan of 30 years with the potential to be extended by an affirmative action of the Council. An additional memo, including the final financial assessment and debt authorization recommendation, will be forthcoming for second reading.

Gusty K. noted this is only voted on by members of the district, it is not a town wide election.

Lynn F. asked for clarification of the boundaries of the district. Michelle M. noted the map and then how it can change over time as new members petition in.

Discussion ensued as to how funding proforma numbers were calculated and how the funding will work and how advanced funds could be utilized.

Public Hearing Opened
No Public Comment
Public Hearing Closed

Motion by Eric G., second by Kate S., to approve F. Ordinance 18 - Series 2024 (First Reading) An Ordinance Approving a Downtown Development Authority Ballot Question for the November 5, 2024, General Election as presented. Motion passed 5-0. Tom P. and Brian R. were excused absent.

H. Resolution 39 - Series 2024 A Resolution for Minturn North PUD to Request Exemption from Sec. 16-17-110. - Underground utilities

The developers of Minturn North PUD would like to request temporary exemption from Sec. 16-17-110 - Underground utilities for the duration of infrastructure work. Sec. 16-17-110 - Underground utilities states the following: “Except as otherwise approved by the Town Council, all wires, cables or other equipment for the distribution of electric energy and telecommunications signals, with the exception of transformers, meters, junction boxes and similar equipment, shall be placed underground. Where developments are approved along or with crossing existing overhead power and communication facilities, energy and telecommunications may be obtained from these existing facilities. The service connections to these facilities shall be placed underground unless otherwise approved by the Town Council due to economic, engineering or aesthetic reasons. Utility easements and right-of-way shall be provided as part of the development.” The Applicant is requesting a two-year exemption from Sec. 16-17-110, as this need is temporary in nature. Per the Applicant’s email: “The temporary overhead power line will supply electricity to the job site through the duration of infrastructure work. Use of this line should not exceed two years.”

Discussion ensued as to this request. Concern was expressed that the line might be too low for ongoing non-Minturn North construction, this will not be the case.

Motion by Gusty K., second by Lynn F., to approve Resolution 39 - Series 2024 A Resolution for Minturn North PUD to Request Exemption from Sec. 16-17-110. - Underground utilities as presented. Motion passed 5-0. Tom P. and Brian R. were excused absent.

I. Resolution 40 - Series 2024 A Resolution Approving the Extension of the Battle Mountain Settlement Approvals Period

Staff is requesting a short time frame extension to the approval process of the Battle Mtn Settlement approvals period. This process has been extended from its original deadline of from March 6, 2024 to June 19, 2024, a second extension to July 18, 2024 to a new deadline of August 22, 2024.

Council will be receiving a report at the August 7 meeting outlining the process and the findings.

Motion by Kate S., second by Gusty K., to approve Resolution 40 - Series 2024 A Resolution Approving the Extension of the Battle Mountain Settlement Approvals Period as presented. Motion passed 5-0. Tom P. and Brian R. were excused absent.

14. FUTURE AGENDA ITEMS

A. Future Meeting Agenda Items

15. ADJOURN

Motion by Kate S., second by Gusty K., to adjourn the meeting at 8:02pm.

_____
Earle Bidez, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk

INFORMATIONAL ONLY ITEMS
Upcoming Council Meetings & Events:
-- August 6, 2024 National Night Out
-- August 7, 2024
-- August 21, 2024
-- September 2, 2024 Labor Day - Town Hall Closed
-- September 4, 2024

Name: Dave Janssens
Email: davejanssens@gmail.com

Message: I am writing to express my concerns regarding the impact of historical preservation on economic growth in our beloved town of Minturn. While historical preservation is undoubtedly important for maintaining our town's unique character and heritage, it is crucial to strike a balance that also allows for sustainable economic development. Historical preservation, if not approached thoughtfully, can sometimes hinder economic growth. The strict regulations and limitations imposed on the renovation or redevelopment of historical buildings often result in increased costs and bureaucratic delays. This can deter potential investors, entrepreneurs, and businesses from considering Minturn as a viable location for their ventures. Moreover, the maintenance and upkeep of historical buildings can be financially burdensome for property owners. The high costs associated with preserving the original architectural features and meeting historical preservation standards can limit their ability to invest in other areas, such as technological advancements or modernization, which are essential for attracting and retaining businesses. Additionally, the restrictions imposed by historical preservation regulations can limit the flexibility and adaptability of historical buildings to meet the changing needs of the community. As the demands and preferences of residents and visitors evolve, it is crucial to have the freedom to modify and repurpose these buildings to accommodate new businesses or amenities that align with the evolving needs of our community. By allowing for more flexibility, we can foster innovation, create job opportunities, and keep Minturn competitive in the broader economic landscape.

Dan Bellm, Jacque Lovato, Jody Matthews
192 Main Street
Minturn, CO 81645

7/10/2024

Minturn Town Council
Minturn Town Manager

Minturn, CO 8164

Dear Minturn Town Council and Town Manager

Subject: Implications of the Historic Preservation Commission on Property Sale, Property Owner Rights, and Zoning Requirements

We hope this letter finds you well. We are writing to seek clarification and guidance regarding the implications of the Historic Preservation Commission on the sale of properties within the Town, and potential historic designation, and the rights of property owners affected by these regulations.

As a property owner in Minturn, we understand and appreciate the importance of preserving the historical and architectural integrity of our community. However, we have concerns about how these preservation efforts may impact my ability to sell our property and exercise our rights as owners.

One primary concern is the extent to which the Historic Preservation Commission's guidelines and restrictions may affect the marketability and valuation of properties within the Town. Potential buyers might be deterred by the potential of additional regulations and approval processes required for modifications or renovations to these properties. This could lead to a decrease in property value and a longer time on the market compared to properties not subject to such regulations.

Any member of our community may nominate a property for historical designation and the property owner does not have to agree to this designation. It would seem to us that this is a taking by the Town and the property owner loses their ability to make any changes or improvements to the location. It is crucial to know how the commission balances the preservation goals with the rights of property owners to use and enjoy their properties.

Furthermore, we are interested in learning about any appeals process available to property owners who may disagree with the commission's decisions or requirements. Ensuring that there is a fair and transparent process for addressing grievances is essential for maintaining trust and cooperation between property owners and the Historic Preservation Commission.

A particular concern for our property at 192 Main Street is the potential for commercial development. The 100 Block is zoned for commercial use, and if a prospective buyer wanted to

develop a commercial or mixed-use building, the historic preservation of a residence on this property would significantly diminish its true value. Furthermore, a historic preservation designation would hinder the proper refurbishment of the existing building.

We believe that a clear understanding of these issues is vital not only for us but for all property owners. Transparent communication and cooperation between the Historic Preservation Commission and property owners are key to achieving the shared goal of preserving our community's historical heritage while respecting individual property rights.

Thank you for your time and attention to this matter. We look forward to your response and to working collaboratively to address these important issues.

Sincerely,

Dan, Jacque & Jody

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

Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Eric Rippeth
Darell Wegert

Design Review Board Hearing

Final Plan Review for New Home

0008 Silver Star Trail

Hearing Date:	July 10, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Russell Frederickson
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 38
Address:	0008 Silver Star Trail
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	**Approval**

Staff Report

I. Summary of Request:

The Applicant, Russell Frederickson, requests Final Plan review of a new, three-bedroom, 2,624 (gross) square foot single-family residence located at 0008 Silver Star Trail in the Game Creek Minturn North PUD Zone District. The Applicant's representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans
The plans show a two-story, three-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 25 feet 11 and ¼ inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

Additionally, the massing, forms, and scale of the proposed structure, as well as proposed exterior materials, textures and detailing also appear to achieve the design objectives of Appendix B – *Design Guidelines and Standards,* Minturn Municipal Code.

Parking is adequate, with four off-street spaces, two of which are provided within the garage. The plans show the entry level with two bedrooms and garage, and the main level has the primary living area and the master suite.

According to staff's analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town's standards.

Overall, staff believes that the Applicants and their representative have provided a complete, detailed set of plans necessary to complete a thorough final plan review.

As a reminder, the Planning Commission has the option to review the proposal as a "conceptual" plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or the Commission may take action to approve, approve with conditions, or deny the Final Plans.

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

These plans are being presented by the Applicant as "Final Plan" level of review for a new single-family residential structure on a legally created lot within the Town of Minturn. This is a formal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB's concerns or feedback regarding suggested revisions to the project.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve the plans without conditions, or to approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions, additions or updates to the plans.
No variances are required or requested at this time.

Design Review Process
Appendix 'B' of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection "d" below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.

(2) Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:

a. The proposal's adherence to the Town's zoning regulations.
b. The proposal's adherence to the applicable goals and objectives of the Community Plan.
c. The proposal's adherence to the Design Standards.

(3) Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:

a. That the proposal is in conformance with the Town zoning regulations.
b. That the proposal helps achieve the goals and objectives of the Community Plan.
c. That the proposal complies with the Design Standards.

Staff suggests that the final plans for 0008 Silver Star Trail meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

Zoning
The subject property is located within the "Game Creek Character Area" Minturn North PUD Zone District Planning Area 2 (PA-2), described as follows:

> *"The primary intent of this Planning Area is to create a market rate, permanent resident occupied single-family residential use zone."*
> *- Ordinance No. 15 – Series 2023 Minturn North PUD Guide*

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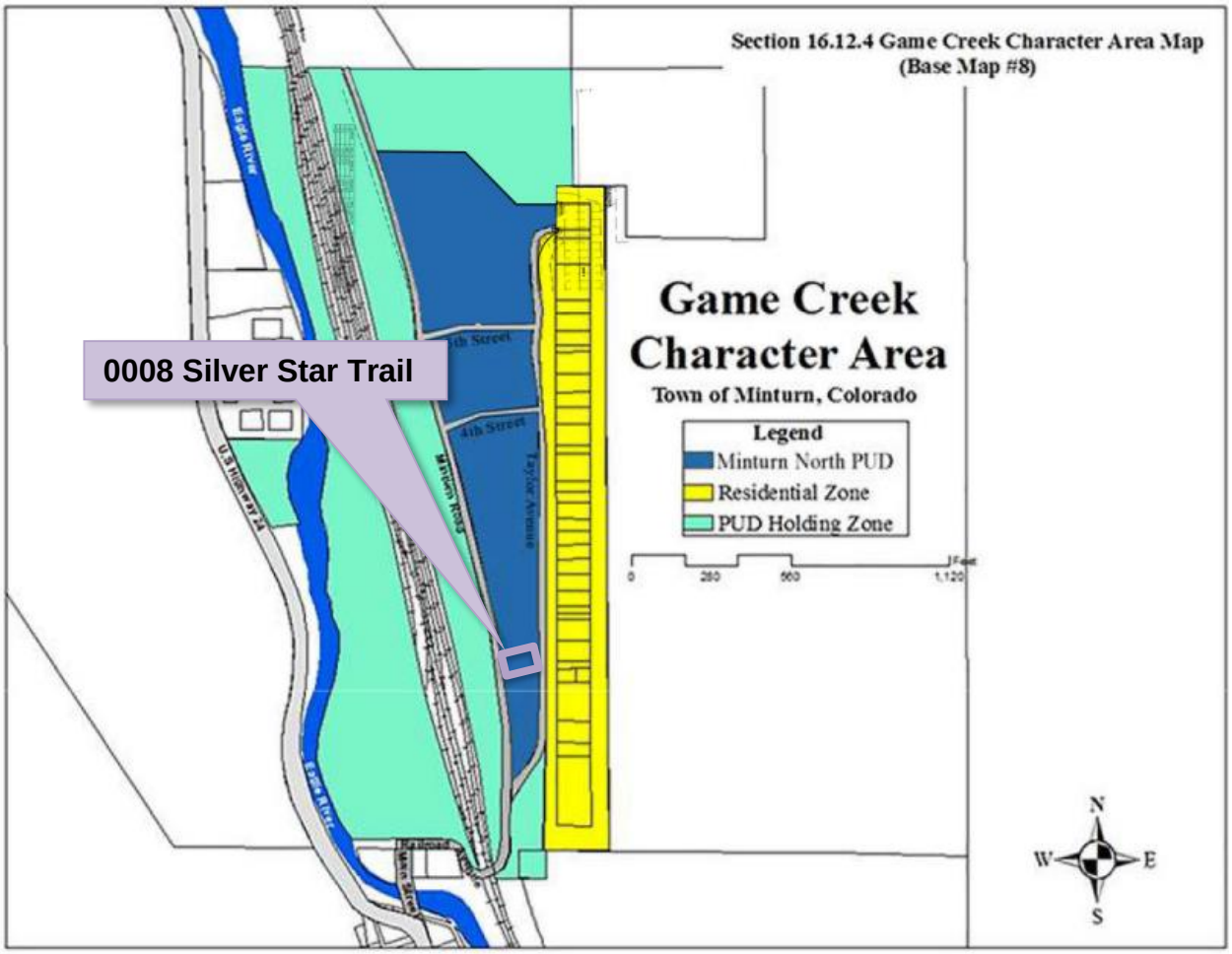
Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant the approved Final Development Plan for the Minturn North PUD.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	4,312.44 sq. ft.	4,312.44 sq. ft. (.099 ac.)
Maximum Building Height:	28 feet	25 feet – 11 1/4 inches
Minimum Front Setback:	20 feet	20+ feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10 feet

Maximum Lot Coverage:	50% (2,156.22sq. ft.)	1,843 sq. ft. (42.74%) Proposed
Maximum Impervious Coverage:	65% (2,803.09 sq. ft.)	2,157 sq. ft. (50.02%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (4,312.44 sq. ft. x .05 = 215.62 sq. ft.)	222 sq. ft.
Parking:	2 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design
In addition to the development standards listed above, the following general design principles are provided for reference.

Final Site, Grading and Drainage Design
The Minturn Design Guidelines encourage designs that integrate or account for site topography and existing conditions, surrounding conditions, solar orientation, placement on lots relative to streets and natural features, snow storage and snow shed from roof structures.

Mass and Form
The following excerpt from the Design Guidelines is applicable to the proposed home design:

"c. Massing and Scale

> *"**A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment.** Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.*
>
> *"Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures."*
>
> *-Town of Minturn Design Guidelines*

Staff Response:
Staff believes that the design and scale of the proposed structure incorporates a simple central form with additive features and is complementary to adjacent residential structures and character on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not overpower surrounding natural and built environments. Proposed roof forms and pitches, materials and textures are compatible and complementary to the surrounding built and natural environments.

V. Issues and Recommended Revisions:

Issues or Required Plan Revisions
Staff has identified no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0008 Silver Star Trail generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

Staff is **recommending approval** of the plans.

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors

June 11, 2024

Madison Harris
Town of Minturn Planner
PO Box 309
Minturn, CO 81645

Re: 8 Silver Star Trail
Lot 38, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled *"Fredrickson Residence; Lot 38, Minturn North, Minturn Colorado"* prepared May 31, 2024 by Eggers Architecture Inc. (Plans) included in the DRB application for Lot 38, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:
Paragraphs a through e:
"Final Plat: Minturn North PUD" recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through l:
Sheet C.3 of the *"Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24"* prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.3 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:
Sheet BH1 provides Building height information necessary for Planning Staff review.

Madison Harris
Re: 8 Silver Star Trail
Lot 38, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Section (C) (4) Grading & Drainage Plan:
Sheet C1 of the Plans "*Lot 38, Minturn North PUD; Site Grading and Drainage Plan"* prepared May 31, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. Review by Inter-Mountain Engineering in no way relieves any responsibilities of design professionals associated with the project. Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Michelle Metteer, Scot Hunn, Taylor Hermes Arnold Martinez

RESORT CONCEPTS
REDEFINING THE RESORT EXPERIENCE

June 4, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Frederickson Residence
Lot 38 Minturn North – 0008 Silver Star Trail, Minturn, CO 81645
Design Review Letter of Intent

Madison:

The attached submittal includes a single-family residence within the Minturn North neighborhood. The home is subject to the Minturn North PUD Guide, Town of Minturn Code and all pertinent documents approved by the Town Council.

Lot 38 is located at 0008 Silver Star Trail on a downhill sloping undisturbed vacant lot which drops in elevation approximately 6' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

The home exterior is a balanced mix of stone and wood with appropriate architectural detailing which enhances the mountain vernacular. The landscaping Is Intentionally minimal In-keeping with the intent of the approved Minturn North PUD.

Should you have any questions or need clarifications, please don't hesitate to contact me.

Sincerely,

Taylor Hermes
512.468.3012

DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner1@minturn.org

Project Name:

Minturn North – Frederickson Residence

Project Location

Street Address: 8 Silver Star Trail

Zoning:	Parcel Number(s):
Residential	2103-262-30-042

Application Request:

Design review of new single-family home

Applicant:

Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone:	Email:
970-926-1720	THermes@ResortConceptsCO.com

Property Owner:

Name: Russell Frederickson

Mailing Address: PO Box 1427 Edwards, CO 81632

Phone:	Email:
917-636-3545	Russell@RedCoreCreative.com

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
0.099 acres	SFH	3	4
# of Stories:	**Snow storage sq ft:**	**Building Footprint sq ft:**	**Total sq ft Impervious Surface:**
2	222 sf	1,843 sf	2,157 sf

Signature:

Fee Paid:_____ **Date Received:**_____ **Planner:**_____

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)

Applicant	Staff	
☑	☐	**Application Fee** (Non-Refundable application fee shall be collected)
		• Design Review Board - $200.00
☑	☐	**Letter of Intent**
		-- What is the purpose of the project including;
☑	☐	• Relevant Background
☑	☐	• Current Status of the Site
☑	☐	• All Proposed Uses and Structures
☑	☐	• How the Proposal Differs from what already exists
☑	☐	• Information regarding Easements or Dedicated Tracts, etc.
☑	☐	**Vicinity Map**
		-- Directional Map indicating how to get to the Property involved in the request.
☑	☐	• Zoning of Property
☑	☐	**Site Plan showing Precise Nature of the Proposed Use –**
☑	☐	**To Scale**
☑	☐	• Scaled Drawings of Proposed Design of Structure
☑	☐	○ Plan View and Sections
☑	☐	• Building Heights – all 4 directions N/S/E/W
☑	☐	• topography
☑	☐	• Building Location and impervious coverage
☑	☐	• Setbacks
☑	☐	• Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant
☑	☐	• Parking Plan
☑	☐	• Traffic Circulation
☑	☐	○ Location and Width of Existing and Proposed Access Points
☑	☐	○ Location of Existing Driveways and Intersections
☑	☐	• Landscaped Area – Plan including existing and proposed vegetation.
☑	☐	• Approximate Location of Existing Wooded Areas and Rock Outcrops
☑	☐	• Location and Type of Existing and Proposed Easements
☑	☐	• Utility Easements
☑	☐	• Drainage Features
☑	☐	• Snow Storage areas expressed in square feet as a percentage of the overall site area
☑	☐	**Preliminary Building Plans and Elevations**
☑	☐	• Indicates Dimensions
☑	☐	• General Appearance
☑	☐	• Scale
☑	☐	• Interior Plan for the Buildings

Elements needed on the Site Plan

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

Architecture Details – Materials Board

- Windows – Placement and Color
- Doors – Placement and Color
- Siding – Type and Color
- Roof Material – Type and Color
- Paint Color

Boundary Survey with a stamp and signature of a licensed surveyor

- Date of survey (survey date must be within 6 months of the project application date
- Right-of-way and property lines; including bearings, distances and curve information.
- Labeled ties to existing USGS benchmark.
- Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
- All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
- Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
- Topographic conditions at two-foot contour intervals.
- Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
- Rock outcroppings and other significant natural features.
- All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
- Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
- Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.

Grading and Drainage Plan

- Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
- Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
- Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
- Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
- Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
- Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
- Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



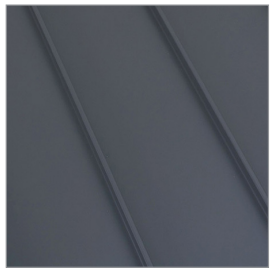
Fascia, Columns & Railing
Color: Custom Stain



Vertical Siding & Sofits
1"x8" – Butt Joint, Smooth
Color: Custom Stain



Wood Columns per Plan
Color: Custom Stain



Roofing
Standing Seam Metal
Color: Dark Gray



Garage Door
9'-0" x 18'-0" Insulated Metal
Color: Matte Black



Windows and Doors
Mfg: Alan Bradley Cityline
Color: Matte Black



Exterior Lighting
Mfg: Hinkley Mist 22" Sconce
Color: Satin Black



Entry Door
Solid Wood
Color: Custom Stain



Entry Door Hardware
Emtek Lausanne Full Plate
with Helios Interior Lever
Color: Matte Black

All product and design specifications, including, but not limited to, color, finish, model, etc., are for illustrative purposes only and are subject to change without notice.



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

MINTURN NORTH - LOT 38

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB DESIGN REVIEW - 3D VIEWS

MAY 31, 2024

RESORT CONCEPTS

PERSPECTIVE 2



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

MINTURN NORTH - LOT 38

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB DESIGN REVIEW - 3D VIEWS

MAY 31, 2024

RESORT CONCEPTS

FREDERICKSON RESIDENCE

LOT 38
MINTURN NORTH
MINTURN, COLORADO

FINAL PRICING SET — MARCH 06, 2024
DRB SUBMITTAL SET — MAY 31, 2024



NOTE: ALL SITE & LANDSCAPE PLANS, FLOOR PLANS, ELEVATIONS & DETAILS ARE SUBJECT TO TOWN OF MINTURN DESIGN REVEIW BOARD APPROVAL

OWNER'S REPRESENTATIVE
RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT
EGGERS ARCHITECTURE, INC
PO BOX 798
KREMMLING, COLORADO 80459
(970) 409-9790

STRUCTURAL ENGINEER
SUNDQUIST DESIGN GROUP
PO BOX 676
CONIFER, COLORADO 80433
(303) 838-2222

LANDSCAPE ARCHITECT
TOMINA TOWNSEND
PO BOX 3000
EDWARDS, COLORADO 81632
(303) 945-5252

CIVIL ENGINEER
BOUNDARIES UNLIMITED, INC.
923 COOPER AVENUE, SUITE 201
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-5252

SURVEYOR
SLAGLE SURVEY SERVICES
PO BOX 751
EAGLE, COLORADO 81631
(970) 471-1499

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
ENTRY LEVEL:	997 SF	60 SF	532 SF	1,589 SF
MAIN LEVEL:	1,035 SF			1,035 SF
TOTALS:	2,032 SF	60 SF	532 SF	2,624 SF

LOT AREA:	4,312.44 SF		
BUILDING COVERAGE:	1,843 SF	42.74 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	2,157SF	50.02 %	65% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

CODES: 2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
+ LOCAL AMENDMENTS

DRAWING SCHEDULE

C	COVER
	FINAL PLAT MINTURN NORTH P.U.D.
C.4	MINTURN NORTH P.U.D. FINAL GRADING PLAN
C1	SITE GRADING, DRAINAGE & EROSION CONTROL PLAN
C2	CIVIL DETAILS
L1	LANDSCAPE PLANTING PLAN
L2	LANDSCAPE SCHEDULES & DETAILS
A1.1	ENTRY LEVEL PLAN
A1.2	MAIN LEVEL PLAN
A1.3	ROOF PLAN
A2.1	BUILDING ELEVATIONS
A2.2	BUILDING ELEVATIONS
BH1	BUILDING HEIGHT CALCS

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE MINTURN NORTH DESIGN REVIEW BOARD, TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

FREDERICKSON
LOT 38
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L38

ISSUED #	DATE	BY	COMMENTS
3	5-31-24	DUE	DRB SUBMITTAL SET
2	3-06-24	DUE	FINAL PRICING SET

C

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of MARCH, 2024 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

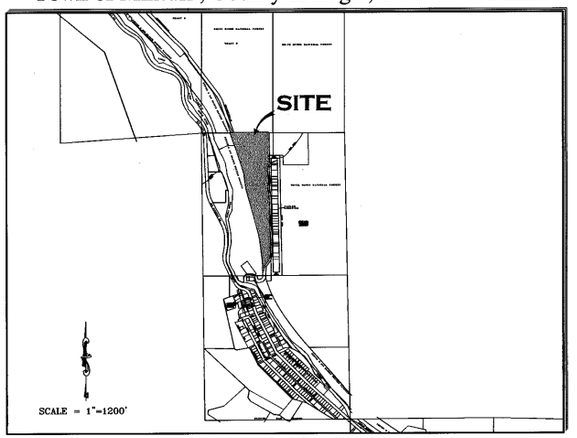
TOWN CLERK
TOWN OF MINTURN, COLORADO

SEAL
TOWN OF MINTURN COLORADO
1904

LAND USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	0.196 Acres	0246 Miles End Lane
2	SINGLE FAMILY	0.189 Acres	0236 Miles End Lane
3	SINGLE FAMILY	0.193 Acres	0226 Miles End Lane
4	SINGLE FAMILY	0.181 Acres	0216 Miles End Lane
5	SINGLE FAMILY	0.191 Acres	0206 Miles End Lane
6	SINGLE FAMILY	0.166 Acres	0196 Miles End Lane
7	SINGLE FAMILY	0.158 Acres	0186 Miles End Lane
8	SINGLE FAMILY	0.166 Acres	0176 Miles End Lane
9	SINGLE FAMILY	0.164 Acres	0166 Miles End Lane
10	SINGLE FAMILY	0.164 Acres	0156 Miles End Lane
11	SINGLE FAMILY	0.164 Acres	0146 Miles End Lane
12	SINGLE FAMILY	0.172 Acres	0136 Miles End Lane
13	SINGLE FAMILY	0.157 Acres	0126 Miles End Lane
14	SINGLE FAMILY	0.176 Acres	0112 Miles End Lane
15	SINGLE FAMILY	0.209 Acres	0096 Miles End Lane
16	SINGLE FAMILY	0.263 Acres	0070 Miles End Lane
17	SINGLE FAMILY	0.189 Acres	0243 Miles End Lane
18	SINGLE FAMILY	0.200 Acres	0221 Miles End Lane
19	SINGLE FAMILY	0.165 Acres	0201 Miles End Lane
20	SINGLE FAMILY	0.164 Acres	0185 Miles End Lane
21	SINGLE FAMILY	0.164 Acres	0171 Miles End Lane
22	SINGLE FAMILY	0.166 Acres	0155 Miles End Lane
23	SINGLE FAMILY	0.174 Acres	0141 Miles End Lane
24	SINGLE FAMILY	0.185 Acres	0125 Miles End Lane
25	SINGLE FAMILY	0.166 Acres	0111 Miles End Lane
26	SINGLE FAMILY	0.202 Acres	0095 Miles End Lane
27	SINGLE FAMILY	0.199 Acres	0083 Miles End Lane
28	SINGLE FAMILY	0.160 Acres	0071 Miles End Lane
29	SINGLE FAMILY	0.159 Acres	0057 Miles End Lane
30	SINGLE FAMILY	0.158 Acres	0043 Miles End Lane
31	SINGLE FAMILY	0.178 Acres	0031 Miles End Lane
32	SINGLE FAMILY	0.177 Acres	0017 Miles End Lane
33	SINGLE FAMILY	0.176 Acres	0003 Miles End Lane
34	SINGLE FAMILY	0.103 Acres	0036 Silver Star Trail
35	SINGLE FAMILY	0.103 Acres	0030 Silver Star Trail
36	SINGLE FAMILY	0.103 Acres	0024 Silver Star Trail
37	SINGLE FAMILY	0.103 Acres	0018 Silver Star Trail
38	SINGLE FAMILY	0.099 Acres	0008 Silver Star Trail
39	SINGLE FAMILY	0.129 Acres	0001 Silver Star Trail
Tract B	OPEN SPACE	2.958 Acres	
Tract C	Town Property	0.904 Acres	0052 Minturn Road (Not of PUD)
Tract D	Right of Way	0.966 Acres	Miles End Lane (North)
Tract D1	Right of Way	0.431 Acres	Miles End Lane (South)
Tract E	Open Space	1.220 Acres	
Tract F	Open Space	0.074 Acres	
Tract G	Right of Way	0.030 Acres	Silver Star Trail
Tract H	Right of Way	0.369 Acres	Fourth Street
TOTAL		13.485 ACRES	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY



PORTION OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:
1) The purpose of this Final Plat is to Create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
2) Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
3) Survey Date: December, 2022 through July 2023.
4) Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC50650645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201420764 along with plats and survey monumentation referenced hereon (to include the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitmeat referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
Item 15 - Does not effect these Platted lands but references vacation of portions of Taylor Addition to the Town of Minturn.
Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
Item 17 & 18- Do not effect subject Parcel.
Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined hereon.
Item 20 - Does not effect these Platted lands. (a.k.a. subject parcel)
Item 22 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner hereon.
Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
Item 29 - Parcel is subject to 1904 40 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has is to have been Terminated prior to the Recording of this Plat.
5) These platted lands are subject to:
- The Minturn North P.U.D. Guide recorded as Reception no. 202402232.
- The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240.
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated hereon as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489 .

PERTAINING TO HEREON CREATED EASEMENTS:
6) the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, 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) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility Easement" for the purpose of 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.
c) non-exclusive Access, Utility, and Drainage, Easement - on, over, under, above, across and through those areas designated hereon as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) 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.

GENERAL NOTES CONTINUED:
6) Continued...
d) Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non- vehicular access.
e) Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq..

FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
7) the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
a) non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Parking, Snow Storage & Landscape 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, iii) the installation, use, repair, replacement, improvement and maintenance of vehicular parking area, together with right of ingress and egress thereto, reasonable Pedestrian use including ingress and egress of persons to include vehicle, foot, bicycle or non-motorized use, iv) reasonable local snow storage and v) Landscaping use, and maintenance.
b) non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage, Landscape and Trail 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, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
c) non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage & Landscape 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, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
d) non-exclusive Trail Easement on, over, under, above, across and through those areas designated hereon as "Trail Easement" for the purpose of Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4' Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, or use. Maintenance of any path improvements within the "4' Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
f) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as " Public Utility and Drainage Easement" , as shown in Tract C, on sheet 2 of 5, 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, improvemeat and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

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 MINTURN NORTH 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 nonumented 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.

COLORADO REGISTERED 34998 PROFESSIONAL LAND SURVEYOR 02-26-24

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

Revised 02-07-24 Edited C.O.D. MSS
Revised 12-02-23 Edited Note 6a MSS
Revised 11-14-23 minor text MSS
Revised 11-07-23 Certain Dimensions MSS
Revised 11-06-23 Tract C Easements MSS
Revised 11-03-23 Town Comments MSS
Revised 10-11-23 Town Comments MSS
Revised 10-06-23 Town Comments MSS
Revised 09-26-23 Added Note regarding Tract C MSS

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 (AND PHILIP HADLEY)

Know all men by these presents that Minturn Crossing LLC, being sole owner in fee simple, mortgagee or lienholder, of all that real property situated in the Town of Minturn, County of Eagle, State of Colorado described as follows:
Parcel 1, UPRR Subdivision according to the Final Plat thereof recorded on 13th, day of December, 2023 as Reception No. 202316483 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado.
Containing 13.485 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as MINTURN NORTH P.U.D. subdivision in the Town of Minturn, County of Eagle, State of Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and does hereby accept responsibility for the completion of the improvements required by this plat and does hereby dedicate and set aside the following tracts, parcels and easements as follows:
-To the Town of Minturn Tract H (Fourth Street) and the easements described and depicted hereon in General Note 7, together with associated public improvements.
-To Utility Providers such utility easements as depicted herein in which utility infrastructure is located.

OWNER: MINTURN CROSSING LLC
ADDRESS: 225 Main Street, Suite C-101
Edwards, Colorado 81632

BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
)SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF MARCH, A.D, 2024 BY RICK HERMES AS MANAGER OF MINTURN CROSSING LLC.

MY COMMISSION EXPIRES: 6 AUG 27

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154031002
MY COMMISSION EXPIRES 08/06/2027

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, 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 Minturn North, P.U.D., 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: Philip Hadley
BY: _____ as Individual

STATE OF Colorado)
) §
COUNTY OF Eagle)

The Foregoing Subordination by Mortgagee was acknowledged before me this 26 day of February 2024, By Philip Hadley as Individual.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: Aug. 01, 2025

NOTARY PUBLIC

JESSICA L BECHARD
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20134048864
My Commission Expires 8/1/2025

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of JANUARY 1, 2023, 2023 upon all parcels of real estate described on this Plat are paid in full.

DATED THIS 1st OF March, A.D., 2024

R0681D1

TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

LAND TITLE does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316490

DATED THIS 28TH DAY OF FEBRUARY, A.D., 2024

AGENT: _____

CLERK AND RECORDER'S CERTIFICATE # 5398

This Plat was filed for record in the Office of the Clerk and Recorder at 12:59 o'clock P.M., on this 4th day of March, A.D, 2024

CLERK AND RECORDER

BY: _____ DEPUTY

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

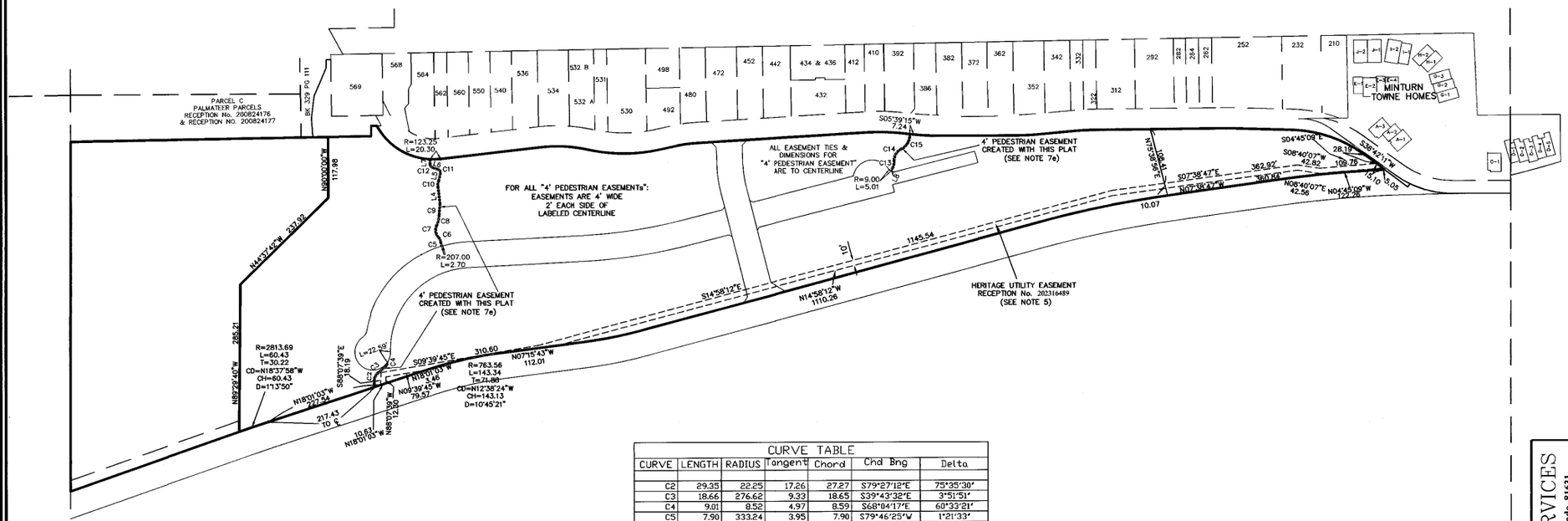
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 1 OF 5		DATE: 08-13-2023

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: $53.00 DOC: $0.00
2024022234
03/04/2024
12:59:18 PM

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N83°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Brng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S68°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	1°21'33"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.68	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
02-26-24

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.

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

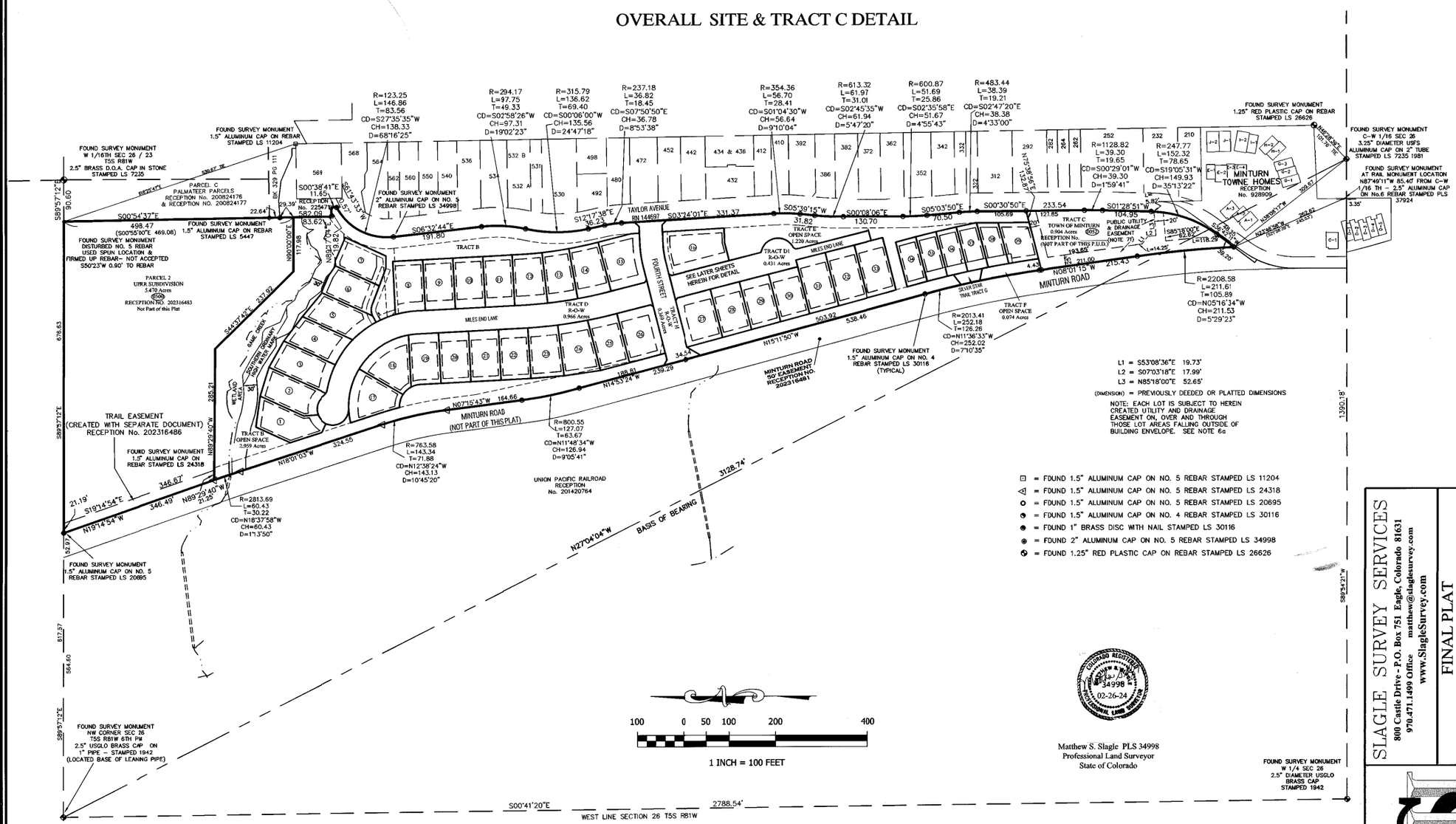
DRAWN BY: MSS | JOB NUMBER: 23055 | DRAWING NAME: 23055 FP2.dwg | DATE: 08-13-2023 | SHEET: 5 OF 5

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL



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

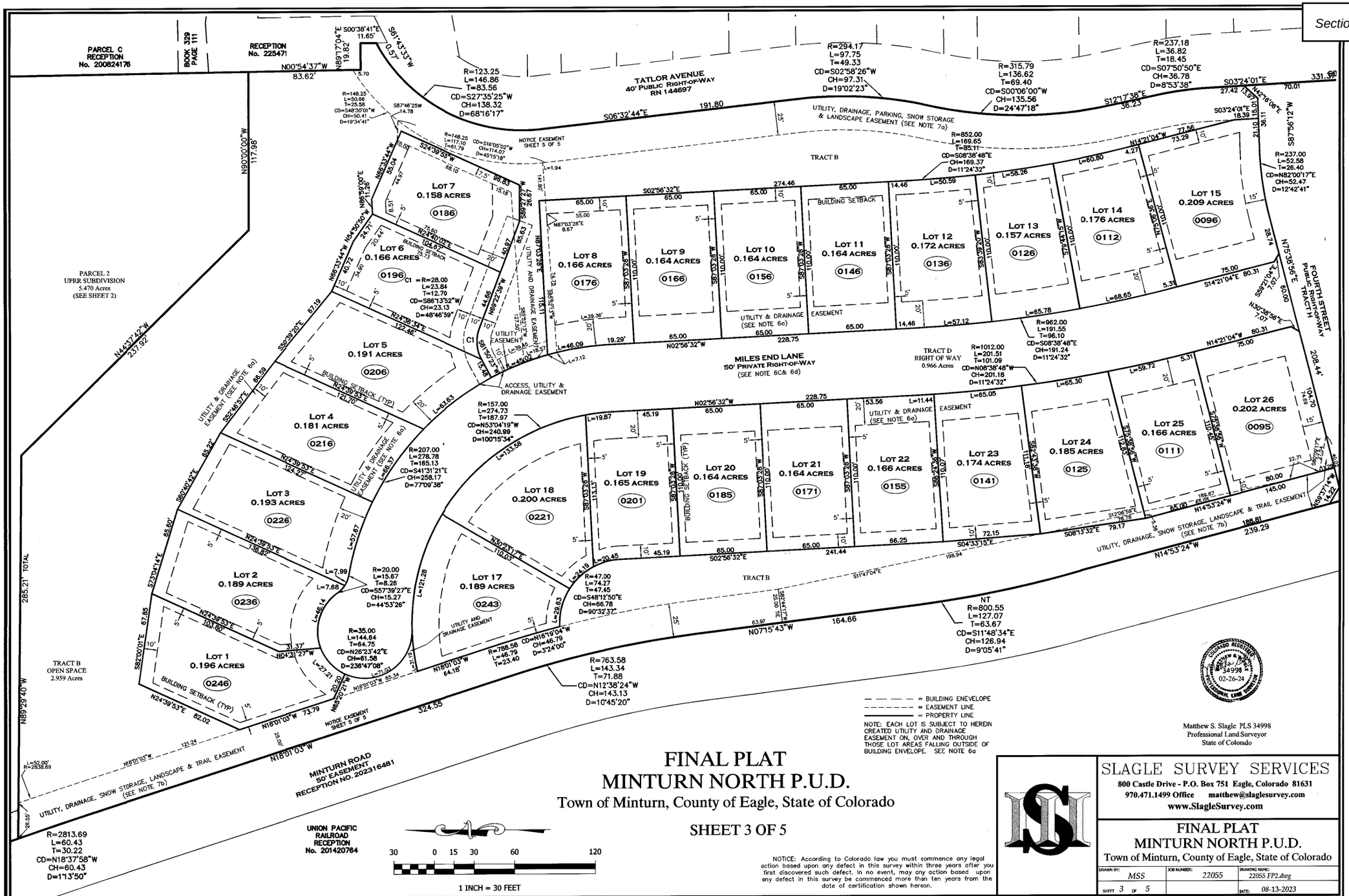
02-26-24

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS | JOB NUMBER: 220555 | DRAWING NAME: 220555 FP2.dwg | SHEET 2 OF 5 | DATE: 08-13-2023

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.



NOTE: EACH LOT IS SUBJECT TO HEREIN CREATED UTILITY AND DRAINAGE EASEMENT ON, OVER AND THROUGH THOSE LOT AREAS FALLING OUTSIDE OF BUILDING ENVELOPE. SEE NOTE 6a

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

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5

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

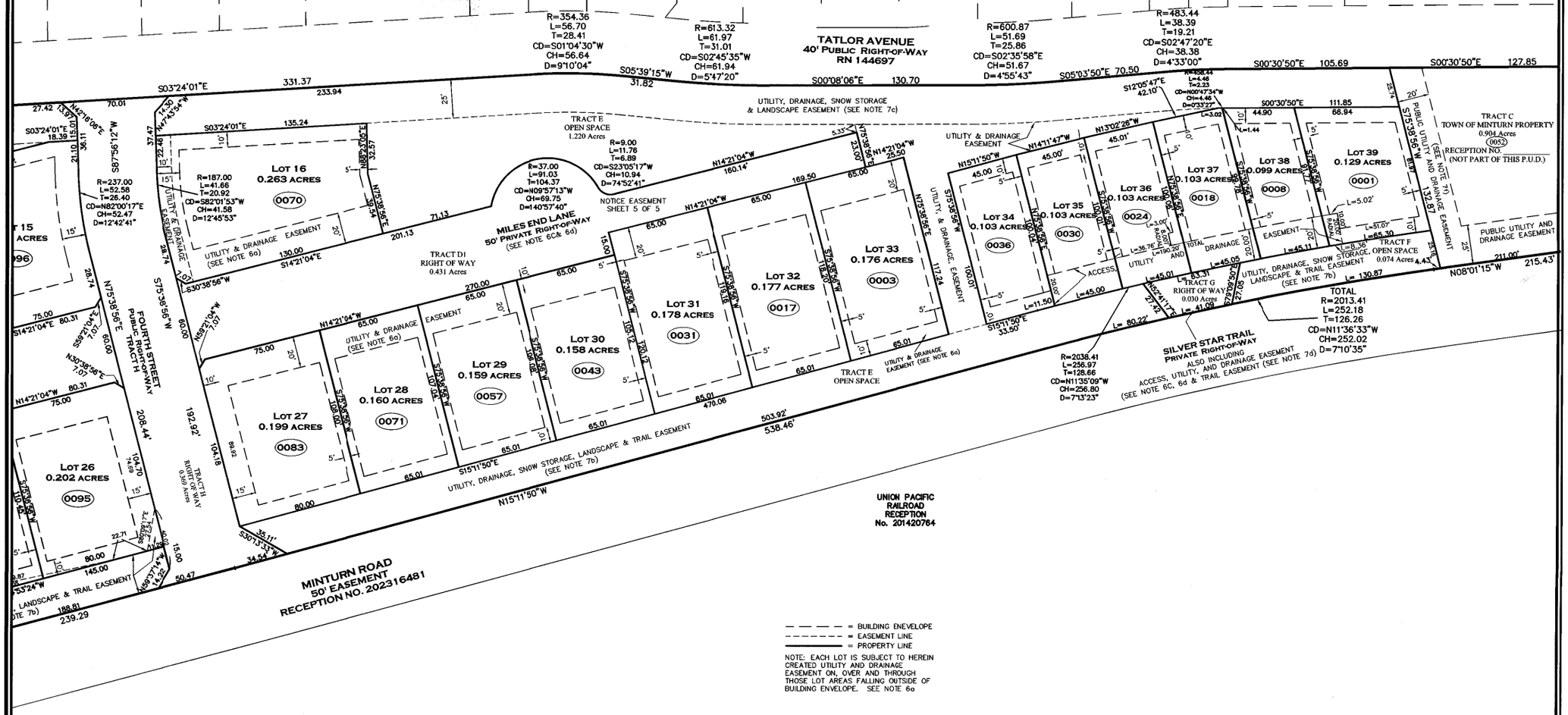
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 3 OF 5		DATE: 08-13-2023

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
12-26-2024

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

30 0 15 30 60 120

1 INCH = 30 FEET

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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 4 OF 5		DATE: 08-13-2023

202402234

292 282 264 262 232 312 252 210

KEYMAP

E-1 E-2 E-3 E-4

A-3 A-2 A-1

(OC-41)
INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 5'
BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550
AS SHOWN ON SHEETS E.4 & E.5, W 12" CHECK
DAMS EVERY 50 FT. SEE DETAIL SHT. DT R4

(OC-49)
INSTALL TRAPEZOIDAL DITCH, 24" DEEP,
24" BOTTOM WIDTH W 2:1 SIDESLOPES,
NAG P550 AS SHOWN ON SHEETS E.4 & E.5

(OC-49)
INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 24"
BOTTOM WIDTH W 2:1 SIDESLOPES, NAG
C125BN AS SHOWN ON SHEETS E.4 & E.5

18 LF 18" ADS-N12 @
17.2%, INV. IN 36.60 W FES

TYPE 16 INLET #1, STRUCTURE W
SNOUT & BIO-SKIRT, GRATE FL
EL.93.51, INV. EL (E, W): 33.51, 4.5'
SUMP, 18F SNOUT

36 LF 18" ADS-N12 @
1.4%, INV. OUT 33.00 W FES

REPLACE EX. 12" CMP
FILLED W SEDIMENT

REGRADE & RIPRAP
15 LF. OF CHANNEL

PROPERTY LINE
(UNION PACIFIC RAILROAD)

THERE IS A POSSIBILITY THAT A 200 PAIR
UNDERGROUND COPPER TELEPHONE CABLE
EXISTS ALONG THE MINTURN ROAD
CORRIDOR. LOCATE PRIOR TO CONSTRUCTION.

MINTURN ROAD

SILVER STAR TRAIL

TAYLOR AVENUE

MATCH TO SHEET C.4-1

38 (0008) 39 (0001)

GENERAL SHEET NOTES:

USE EXTREME CAUTION IN THE VICINITY OF THE HIGH PRESSURE GAS LINES, TYP.

SEE POINT TABLE ON SHEET C18, TYP.

Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLORADO LICENSED
BRUCE D'LEMYRE
5/1/24
19082
PROFESSIONAL ENGINEER

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 20' 40'
Scale: 1" = 20'

811
Know what's **below.**
Call before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.

Overall Grading and Drainage Plan
Construction Plan Set 5/1/24

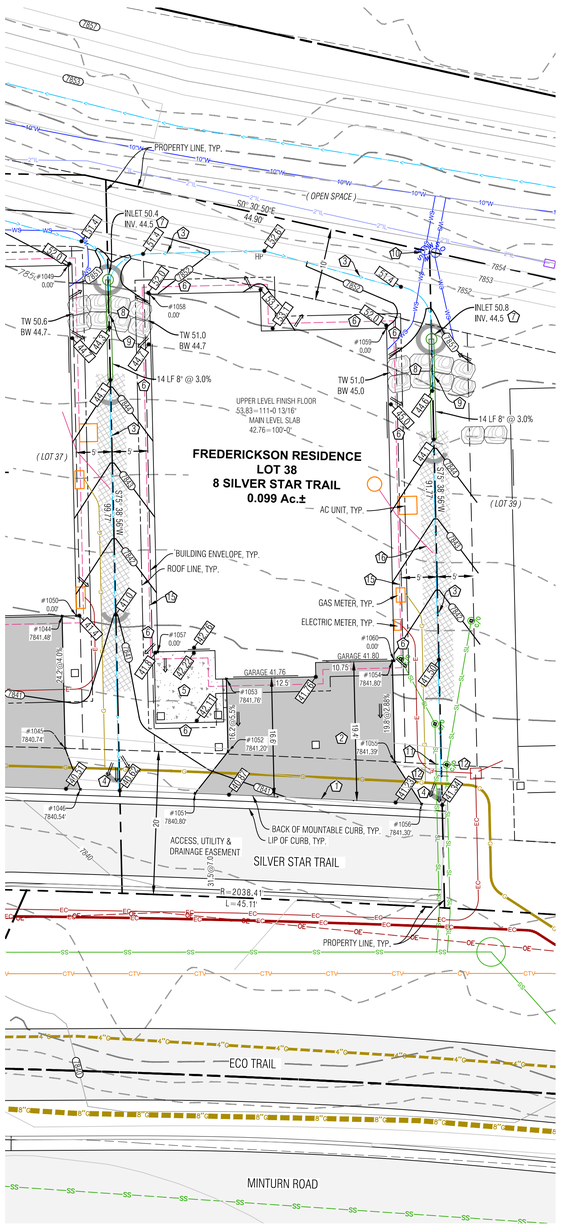
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO.
22036
Designer:
PAH
Drafter:
BUI
Date:
12/25/22

Sheet
C.3

File Name: **22036 c-grading.dwg**

N:\PROJECTS\2022\22036-Minturn North\dwg\22036 C-Grading.dwg 5/1/2024 11:36 AM



LEGEND

TW	TOP OF WALL
BW	BOTTOM OF WALL
GB	GRADE BREAK
EX	EXISTING
LP	LOW POINT
HP	HIGH POINT
08.75	PROPOSED SPOT ELEVATION
	DRAINAGE SWALE
	FLOW ARROW
SCF	SEDIMENT CONTROL FENCE
8020 / 8018	PROPOSED MAJOR/MINOR CONTOUR
8020 / 8018	EXISTING MAJOR/MINOR CONTOUR
	EROSION LOGS
	ASPHALT DRIVEWAY & AUTOCOURT
	NORTH AMERICAN GREEN SC-250BN EROSION CONTROL FABRIC, OR RIPRAP ALTERNATIVE
	FLAGNOTE
	EX CURB STOP
PROPOSED / EXISTING E	POSSIBLE ELECTRIC SERVICE
G	POSSIBLE GAS SERVICE
WS	POSSIBLE WATER SERVICE
SL	POSSIBLE SEWER SERVICE
	FOUNDATION DRAIN
6"SD / DS	DOWNSPOUT & STORM DRAIN WITH SIZE
	BOULDER WALL

Point Table				
Point #	Desc.	Elev.	North	East
1051	DW	7840.80'	2985.79	5588.06
1052	DW	7841.20'	2982.62	5594.78
1053	DW	7841.76'	2985.14	5604.63
1054	DW	7841.80'	2963.11	5612.33
1055	DW	7841.39'	2959.61	5598.63
1056	DW	7841.30'	2954.62	5593.76
1057	Bldg. Cor.	0.00'	2995.34	5606.15
1058	Bldg. Cor.	0.00'	3007.73	5654.59
1059	Bldg. Cor.	0.00'	2974.40	5657.44
1060	Bldg. Cor.	0.00'	2962.87	5612.39

NOTES:

1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC., JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.

2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.

3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.

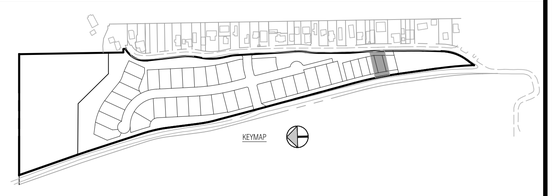
4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.

5) LOT AREA: 4,505 SF ±
DISTURBANCE AREA: 4,505 SF ±

6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.

FLAGNOTES:

1. MATCH TO BACK OF EXISTING CURB.
2. PROPOSED ASPHALT DRIVEWAY, AUTO-COURT AND CONCRETE WALKWAYS. STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT. ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
3. PROVIDE DRAINAGE SWALE AS SHOWN, WITH NORTH AMERICAN GREEN SC250 EROSION FABRIC OR RIPRAP WHERE SLOPE EXCEEDS 5%, SEE DETAIL.
4. WHERE PROPOSED SWALE SPILLS OVER THE TOP OF THE CURB LINE, FAN OUT DRAINAGE SWALE TO EVENLY DISSIPATE DRAINAGE, TYP.
5. SLOPE PATIOS, DECKS AND WALKS AT 2% MIN. AWAY FROM THE STRUCTURE.
6. GRADE AROUND THE PERIMETER OF BUILDING AS NECESSARY 10% FOR 5-FEET MIN. (10 FT. WHERE POSSIBLE) IN UNPAVED AREAS TO ENSURE PROPER DRAINAGE AWAY FROM THE FOUNDATION. IT WILL BE IMPORTANT TO CONSTRUCT AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING, WALKS AND WALLS TO EITHER THE AUTOCOURT, THE OUTLET SWALE, OR DOWNWARD SLOPING NATURAL GRADE. VERIFY DRAINAGE AND SWALE INTEGRITY ON A REGULAR BASIS.
7. INSTALL 8" NYLOPLAST DRAIN BASIN WITH DOME GRATE. SEE DETAIL ON SHEET C2. SHAPE & DRAIN ALL SURROUNDING AREA TO LOW POINT WHICH IS THE INLET. NO DRAINAGE ALLOWED TO BOULDER WALL. INSTALL HEAT TAPE IN DRAIN BASIN AND OUTLET PIPE.
8. INSTALL BOULDER WALL FOR LANDSCAPE AREAS PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
9. PROTECT STORM LINES AND UTILITIES WHEN CONSTRUCTING IMPROVEMENTS ABOVE FROM MATERIAL AND EQUIPMENT, TYP.
10. LOCATE EXISTING CURB STOP, CONFIRM LOCATION AND CONNECTION WITH THE WATER & SANITATION DISTRICT, CONNECT AND EXTEND NEW WATER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS, INSULATE THE WATER SERVICE IF COVER IS LESS THAN 7 FEET NEAR THE RETAINING WALL AND IN THE VICINITY OF THE DRAINAGE INLET.
11. APPROXIMATE LOCATION OF SEWER SERVICE STUB. CONFIRM INVERT PRIOR TO CONSTRUCTION FOR ABILITY TO SERVICE HOUSE BY GRAVITY, OR WHETHER A PUMP MAY BE REQUIRED. CONNECT AND EXTEND NEW SEWER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS. INSTALL CLEANOUTS AT HOUSE EXTERIOR AND ALL BEND LOCATIONS.
12. LOCATE, CONNECT TO, AND EXTEND GAS, ELECTRIC, AND COMMUNICATION SERVICES TO METER CABINET AND GAS METER LOCATION. MAINTAIN COVER & CLEARANCES BETWEEN/OVER NEW SERVICES PER UTILITY REGULATIONS
13. EROSION LOGS PER DETAIL ON SHEET C2.
14. FOUNDATION DRAIN, TYP., INSTALL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. DRAIN @ 0.5% MIN. TO DAYLIGHT, SEE DETAIL ON SHT. C2.
15. EXTEND THE FOUNDATION DRAIN FROM SUMP PUMP IN HOUSE TO DAYLIGHT WITH SOLID PIPE. COVER WITH A RODENT SCREEN AT END.



Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION
Review

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811
Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 38, Minturn North P.U.D.

Site, Grading and Drainage Plan

DRB Submittal 5/31/24

No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
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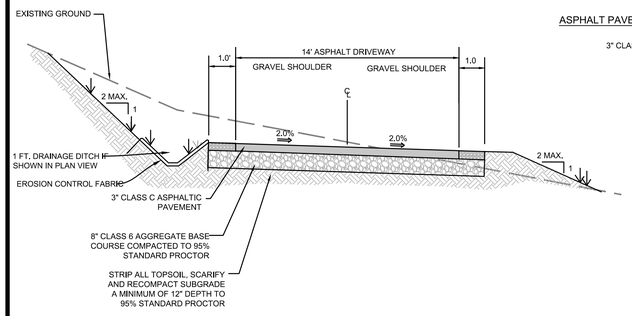
9.			

PROJECT NO.
23035
Designer:
PAH
Drafter:
BUI
Date:
4/9/24

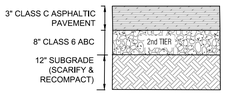
Sheet
C1

File Name: ***mn lot 38 sp-01.dwg***

N:\PROJECTS\2023\23035-Minturn North Individual Lots\dwg\Lot 38\MN Lot 38 SP-01.dwg 5/28/2024 5:36 PM



ASPHALT PAVEMENT SECTION



PAVEMENT SECTION

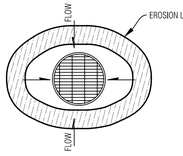
NOTE:
1. ALL AGGREGATE & SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR AT A MOISTURE CONTENT WITHIN 2% OF OPTIMUM.
2. IN NEW PAVING LOCATIONS STRIP ALL TOPSOIL, SCARIFY AND RECOMPACT SUBGRADE A MINIMUM OF 12" DEPTH TO 95% STANDARD PROCTOR.
3. EXTEND THE SECOND TIER (12" CLASS 2 ROAD BASE, OR 8" CLASS 6 ROAD BASE) 1 FT. BEYOND EDGE OF PAVEMENT OR GRAVEL SURFACE, BOTH SIDES.

DRIVEWAY & AUTOCOURT SECTION

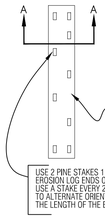
N.T.S. CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

PROPOSED DRIVEWAY TYP. SECTION

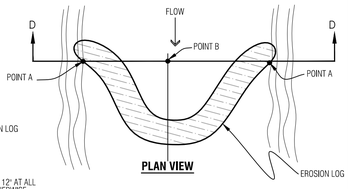
N.T.S. TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER



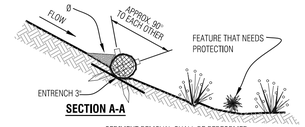
AREA DRAIN



PLAN VIEW

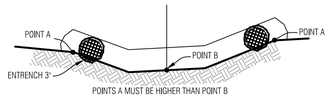


PLAN VIEW



SECTION A-A

Ø SEDIMENT REMOVAL SHALL BE PERFORMED CONTINUOUSLY FOR PROPER FUNCTION.

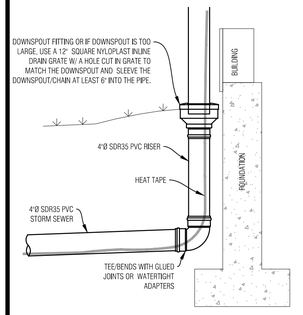


SECTION D-D

Temporary Erosion Control Log

N.T.S.

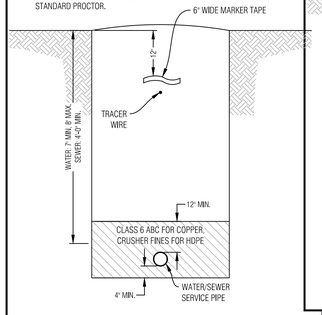
NOTES:
1. ROOF AND AREA DRAINS SHALL NOT BE CONNECTED TO THE FOUNDATION DRAIN SYSTEM.
2. ALL DOWNSPOUTS SHALL BE CONNECTED TO ADS N-12-WT CPP (WATERTIGHT), SCH.40 PVC OR SDR35 PVC. FLEXIBLE CORRUGATED PLASTIC IS NOT ACCEPTABLE.
3. ADDITIONAL FITTINGS AND BENDS MAY BE REQUIRED TO DEFLECT OVER OR AROUND LANDSCAPE WALLS.
4. HEAT TAPE SHALL BE INSTALLED IN ALL DOWNSPOUTS/STORM SEWER PIPES.



TYP. DOWNSPOUT CONNECTION

N.T.S.

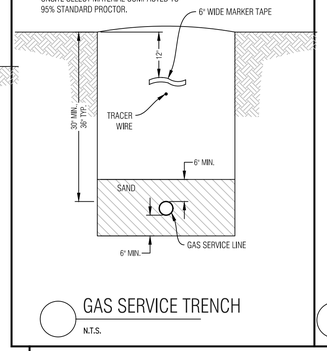
NOTES:
1. WATER SHALL BE INSTALLED WITH AT LEAST 10' OF SEPARATION BETWEEN WATER/SEWER AND 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



WATER/SEWER SERVICE TRENCH

N.T.S.

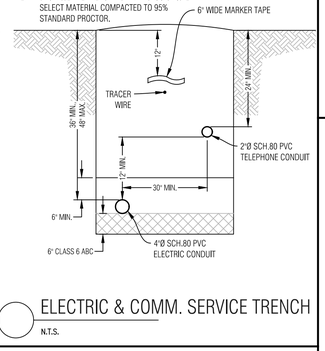
NOTES:
1. GAS SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



GAS SERVICE TRENCH

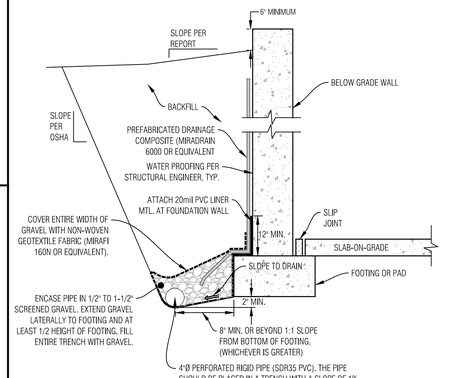
N.T.S.

NOTES:
1. ELECTRIC & TELEPHONE SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



ELECTRIC & COMM. SERVICE TRENCH

N.T.S.



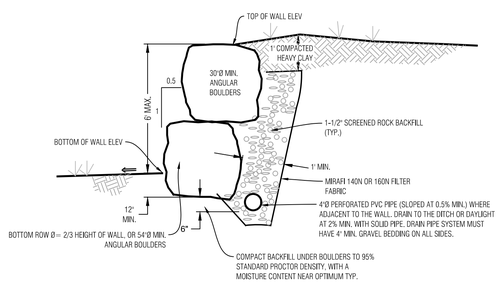
NOTES:
1. THE BOTTOM OF THE DRAIN SHOULD BE AT LEAST 2 INCHES BELOW BOTTOM OF FOOTING AT THE HIGHEST POINT AND SLOPE DOWNWARD TO A POSITIVE GRAVITY OUTLET OR TO A SUMP WHERE WATER CAN BE REMOVED BY PUMPING.
2. CONTRACTOR TO FOLLOW ANY ADDITIONAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER

TYPICAL FOUNDATION DRAIN

N.T.S.

CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

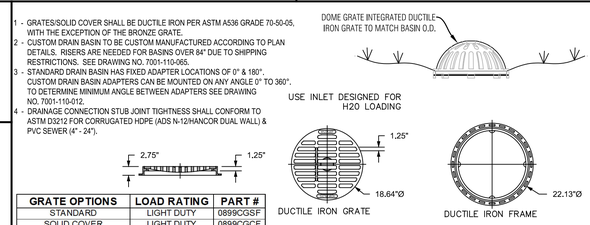
NOTES:
1. THIS DETAIL IS FOR RETAINING LANDSCAPED AREAS ONLY AND SHALL NOT BE USED TO RETAIN STRUCTURE OR VEHICLE LOADED AREAS.
2. FREE DRAINING WALL BACKFILL SHOULD BE CAPPED WITH AT LEAST 12 INCHES OF COMPACTED HEAVY CLAYS TO REDUCE SURFACE WATER INFILTRATION.
3. ROUND RIVER BOULDERS ARE NOT ACCEPTABLE.
4. SET BASE ROWS ON BENCHES WHERE THE TOPSOIL HAS BEEN REMOVED AND THE SUBBASE HAS BEEN SCARIFIED TO 9" MINIMUM DEPTH & RECOMPACTED TO 95% STANDARD PROCTOR.
5. CARE SHOULD BE TAKEN NOT TO OVER COMPACT THE BACKFILL OR USE LARGE EQUIPMENT NEAR THE WALL.
6. SELECT AND PLACE BOULDERS IN A MANNER WHICH PERMITS AT LEAST 30% CONTACT AREA WITH ADJACENT BOULDERS.
7. PLACE LARGER BOULDERS AT BOTTOM AND TRANSITION TO SMALLER BOULDERS AT TOP OF WALL. UNDER NO CIRCUMSTANCES SHOULD ANY BOULDER BE PLACED ON TOP OF ANOTHER BOULDER WHICH IS SMALLER THAN ITSELF.



BOULDER WALL DETAIL, LANDSCAPED AREA

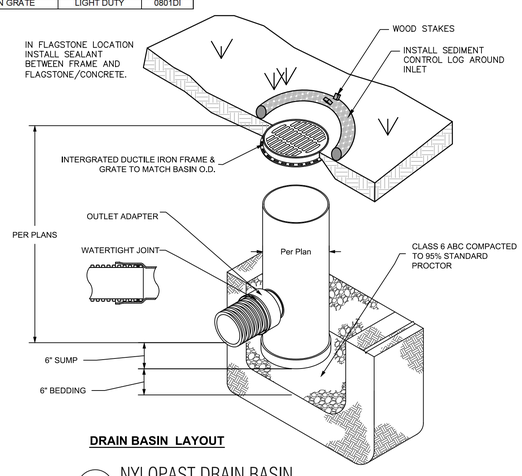
N.T.S.

1 - GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05, WITH THE EXCEPTION OF THE BRONZE GRATE.
2 - CUSTOM DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065.
3 - STANDARD DRAIN BASIN HAS FIXED ADAPTER LOCATIONS OF 0° & 180°. CUSTOM DRAIN BASIN ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL) & PVC SEWER (4" - 24").



GRATE OPTIONS	LOAD RATING	PART #
STANDARD	LIGHT DUTY	0899CGSF
SOLID COVER	LIGHT DUTY	0899CGCF
BRONZE	N/A	0899CGBF
DOME	N/A	0899CGDF
DROP IN GRATE	LIGHT DUTY	0801DI

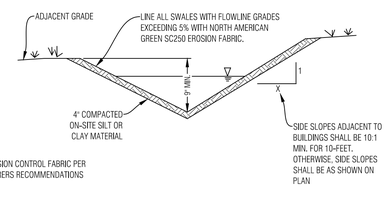
STANDARD GRATE ASSEMBLY



DRAIN BASIN LAYOUT

NYLOPAST DRAIN BASIN

N.T.S. 8 IN DRAIN BASIN QUICK SPEC INSTALLATION DETAIL 7001-110-272



INSTALL EROSION CONTROL FABRIC PER MANUFACTURERS RECOMMENDATIONS

TYPICAL SWALE SECTION

N.T.S. SHAPE DITCH ACCORDING TO SITE PLAN

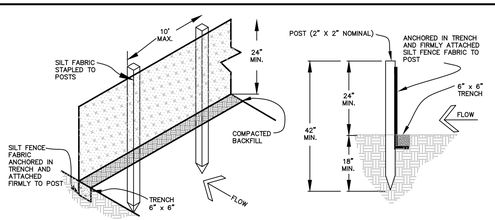
NOTE
SEE THE GRADING, DRAINAGE AND EROSION CONTROL SHEET FOR SWALE LOCATIONS

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL MEET OR EXCEED THE CURRENT CONSTRUCTION AND DESIGN STANDARDS ESTABLISHED BY THE DESIGN GUIDELINES AND TOWN OF MINTURN AND BE SUBJECT TO OBSERVATION BY THE TOWN AND THE PROJECT ENGINEER. IN THE EVENT OF CONFLICT PUD GUIDELINES SUPERCEDE TOWN.
2. THIS DESIGN WAS PREPARED WITHOUT THE BENEFIT OF A SUBSURFACE UTILITY ENGINEERING (SUE) STUDY OR MAP. THIS DESIGN HAS BEEN PREPARED FOR A PRIVATE DEVELOPMENT USING EXISTING UTILITY INFORMATION PROVIDED BY OTHERS. EXISTING UTILITIES ARE SHOWN AS THEY ARE BELIEVED TO EXIST, BUT MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. BOUNDARIES UNLIMITED INC. DID NOT CONFIRM ANY DATA PROVIDED OR PERFORM ANY ADDITIONAL RESEARCH OR NOTIFICATION TO ELEVATE THESE PLANS TO SENATE BILL 18-167 STANDARDS, AS SUCH, BOUNDARIES UNLIMITED INC. MAKES NO GUARANTY, EXPRESSED OR IMPLIED, FOR THE LOCATION OF SUBSURFACE UTILITIES CONTAINED WITHIN THIS PLAN SET. IF THE CLIENT AND/OR CONTRACTOR REQUIRES A SUBSURFACE UTILITY ENGINEERING STUDY OR MAP FOR FULL COMPLIANCE WITH SENATE BILL 18-167, THEN A MORE EXHAUSTIVE INVESTIGATION SHALL BE OBTAINED BY THE CLIENT AND/OR CONTRACTOR PRIOR TO COMMENCING WITH ANY CONSTRUCTION. OTHERWISE, PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER OF ANY POTENTIAL CONFLICTS PRIOR TO UTILITY CONSTRUCTION SO THAT LINE OR GRADE CHANGES CAN BE MADE TO AVOID A CONFLICT WITH ANY EXISTING UTILITY. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION AND, AT NO EXPENSE TO THE CLIENT OR PROJECT ENGINEER, REPAIR ANY DAMAGED UTILITIES.
3. ALL EXCAVATIONS FOR UTILITY LINES, RETAINING WALLS, ROADWAYS, BUILDING STRUCTURES, DRAINAGE FACILITIES AND TRENCHES, SHALL MEET THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), COLORADO INDUSTRIAL COMMISSION, OR THE COLORADO DIVISION OF MINES, WHICH EVER APPLIES. SAFETY IS THE CONTRACTOR'S RESPONSIBILITY. NO OTHER PARTIES ARE RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATING HERETO.
4. COMPACTION MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE TOWN AND THE PROJECT ENGINEER PRIOR TO ACCEPTANCE. COMPACTION SHALL MEET OR EXCEED TOWN REGULATIONS. 95% STANDARD PROCTOR DENSITY IS REQUIRED FOR ALL ROADWAY AND DRIVEWAY SUBGRADE CONSTRUCTION AND TRENCH BACKFILL UNDER THE SAME, & 90% STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER, SEE SOILS REPORT FOR STRUCTURAL FOUNDATION RECOMMENDATIONS.
5. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE STREET RIGHT OF WAY AND PROPERTY OWNED, OR EASEMENTS PROVIDED TO OWNER. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER INVOLVED. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL ENSURE DRAINAGE AWAY FROM ALL STRUCTURES IN ALL DIRECTIONS. DO NOT ALLOW WATER TO POND ON-SITE, PROVIDE SWALES TO DRAINAGE STRUCTURES AND RUNOUT. SHALLOW DRAINAGE SWALES HAVE A TENDENCY OVER TIME TO FILL IN & BECOME LESS EFFECTIVE. PERIODIC MAINTENANCE, AT LEAST TWICE A YEAR, IS NECESSARY TO CHECK THE INTEGRITY OF THE SWALE & MAINTAIN DRAINAGE CHARACTERISTICS. BUILDING FOUNDATION WALL HEIGHT TO BE A MINIMUM OF 6" ABOVE FINISH GROUND AT EXTERIOR WALL.
7. THE CONTRACTOR SHALL AT ALL TIMES KEEP TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.
8. ON-SITE OBSERVATIONS AND REVIEW CONDUCTED BY THE TOWN OR THE PROJECT ENGINEER OF CONSTRUCTION WORK IN PROGRESS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY BY THE TOWN OR THE PROJECT ENGINEER OF THE COMPLETED WORK AND THE CONTRACTOR'S RESPONSIBILITIES.
9. THE CONTRACTOR SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO SIGNIFICANTLY REDUCE ANY POTENTIAL POLLUTION CAUSED BY HIS ACTIVITIES, INCLUDING VEHICLE FUELING, STORAGE OF FERTILIZERS OR CHEMICALS, ETC. THE CONTRACTOR SHALL HAVE IDENTIFIED PROCEDURES FOR HANDLING POTENTIAL POLLUTANTS AND IDENTIFIED SPILL PREVENTION AND RESPONSE PROCEDURES PRIOR TO ANY ACTIVITIES AT THE PROJECT SITE.
10. THE CONTRACTOR SHALL NOT SCALE DRAWINGS FOR CONSTRUCTION PURPOSES. ANY MISSING DIMENSIONS OR DISCREPANCIES IN PLANS, FIELD STAKING, OR PHYSICAL FEATURES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER. IF THE CONTRACTOR PROCEEDS WITH THE WORK WITHOUT NOTIFYING THE ENGINEER, HE DOES SO AT HIS OWN RISK.
11. DISPOSAL OF TRASH, ASPHALT, CONCRETE AND CONSTRUCTION DEBRIS IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE CONSIDERED PART OF THE WORK.
12. HORIZONTAL & VERTICAL INFORMATION FOR EXISTING PROPERTY LINES, TOPOGRAPHY, ROADWAY, UTILITIES & DRAINAGE STRUCTURES WERE TAKEN FROM THE DESIGN DRAWINGS FOR THE MINTURN NORTH PUD, ALSO SEE LANDSCAPE, ARCHITECTURAL AND STRUCTURAL ENGINEERING PLANS FOR ADDITIONAL BUILDING AND LANDSCAPE INFORMATION.
13. IN NON HARDSCAPE AREAS, GRADE AT A MINIMUM OF 12" IN THE FIRST 5 FEET AWAY FROM THE STRUCTURE, OR AS DIRECTED BY THE GEOTECHNICAL STUDY. EXTERIOR BACKFILL SHOULD BE ADJUSTED TO NEAR OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN PAVEMENT AREAS AND TO AT LEAST 90% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. SEE & FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL SUBSOIL STUDY BY KUMAR & ASSOCIATES, INC. DATED _____, JOB NO. _____.
14. ALL PRODUCT INFORMATION SHOWN IS AS PROVIDED BY THE MANUFACTURER. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE INSTALLATION OF ALL MATERIALS WITH SPECIAL ATTENTION TO PROPER SEALING OF MATING SURFACES. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE DELIVERED PRODUCTS AND THOSE SHOWN ON THIS PLAN.
15. FOUNDATION AND RETAINING WALL DESIGNS TO BE OBTAINED FROM, OR VERIFIED BY THE PROJECT STRUCTURAL OR GEOTECHNICAL ENGINEER.
16. THE FOUNDATION DRAIN SYSTEM SHALL BE INSTALLED PER THE RECOMMENDATION OF THE STRUCTURAL AND GEOTECHNICAL ENGINEERS.
17. THE SURVEYOR RESPONSIBLE FOR STAKING THE FOUNDATION OF THE HOUSE IS RESPONSIBLE TO MAKE SURE HE HAS THE LATEST SITE, FOUNDATION & ARCHITECTURAL PLANS AVAILABLE, ALONG WITH ANY UPDATED LOTLINE, SETBACK & EASEMENT INFORMATION.
18. INSTALL ROOF GUTTERS AND DOWNSPOUTS THAT DISCHARGE WELL BEYOND THE LIMITS OF ALL BACKFILL. CONFIRM DOWNSPOUT DRAINAGE HAS GOOD POSITIVE GRADE RUNNING AWAY FROM THE HOUSE. STORM DRAIN PIPES TO BE INSTALLED WITH 1% MINIMUM SLOPE TO THE OUTFALL POINTS. HEAT TAPE SHALL BE INSTALLED IN ALL EXTERIOR ROOF GUTTERS, DRAIN PIPES, DOWNSPOUTS, AREA DRAINS, TRENCH DRAINS, STORM DRAIN PIPES AND GRATED STRUCTURES.
19. LANDSCAPING WHICH REQUIRES REGULAR HEAVY IRRIGATION SUCH AS SOD, AND LAWN SPRINKLER HEADS SHOULD BE LOCATED AT LEAST 10 FEET FROM FOUNDATION WALLS.
20. ACCUMULATED SNOWFALL SHALL BE REMOVED TO GRASS AREA TO ENSURE THAT PROPER DRAINAGE AWAY FROM THE BUILDING IS MAINTAINED.
21. FINISH GRADE & SPOT ELEVATIONS AT THE EXTERIOR OF THE STRUCTURE ASSUME THAT THE FOUNDATION WALLS EXTEND ABOVE THE BUILDING FINISH FLOOR & HANGER FLOOR JOISTS ARE USED. EXTERIOR GRADE TO BE A MINIMUM OF 6" BELOW TOP OF FOUNDATION WALL. THE FOUNDATION WALL HEIGHT MAY NEED TO BE EXTENDED IN ORDER TO ACHIEVE POSITIVE DRAINAGE AWAY FROM THE STRUCTURE.
22. INSTALL DEEP & SHALLOW UTILITY SERVICES ACCORDING TO RESPECTIVE UTILITY COMPANY OR METRO DISTRICT SPECIFICATIONS AND REGULATIONS. HORIZONTAL LOCATIONS OF SERVICE LINES ARE SUGGESTIONS ONLY, PROPOSED UTILITY SERVICES TO THE RESIDENCE MAY BE VARIED FROM THE LOCATIONS SHOWN. ALL WATER AND SEWER SERVICES SHALL BE INSTALLED PER METRO DISTRICT REGULATIONS.
23. DRAINAGE PIPES CALLED OUT AS ADS SHALL BE ADVANCED DRAINAGE SYSTEMS N-12 WATER RESISTANT PIPE (ADS N-12-WT) OR ENGINEER APPROVED EQUAL. ALL PIPES SHALL BE INSTALLED WITH WATERTIGHT CONNECTIONS.
24. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITTING FOR CONSTRUCTION FROM THE APPROPRIATE GOVERNMENTAL ENTITIES.
25. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.

GENERAL NOTES

N.T.S.



EROSION CONTROL NOTES:

1. IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL MEASURES SHALL PRECEDE STRIPPING OF NATIVE VEGETATIVE COVER AND AS GRADING PROGRESSES.
2. ALL TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. STRAW BALE DIKES OR SILT FENCING MAY REQUIRE PERIODIC REPLACEMENT. SEDIMENT TRAPS WILL REQUIRE PERIODIC SEDIMENT REMOVAL.
3. INSTALL PERMANENT EROSION FABRIC IN THE FLOW LINES OF DRAINAGE SWALES.

SEDIMENT CONTROL FENCE DETAIL

N.T.S.

Boundaries Unlimited Inc.
Civil Engineering Surveying & Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR Review CONSTRUCTION

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811 Know what's below. Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 38, Minturn North P.U.D.

Details and Notes
DRB Submittal 5/31/24

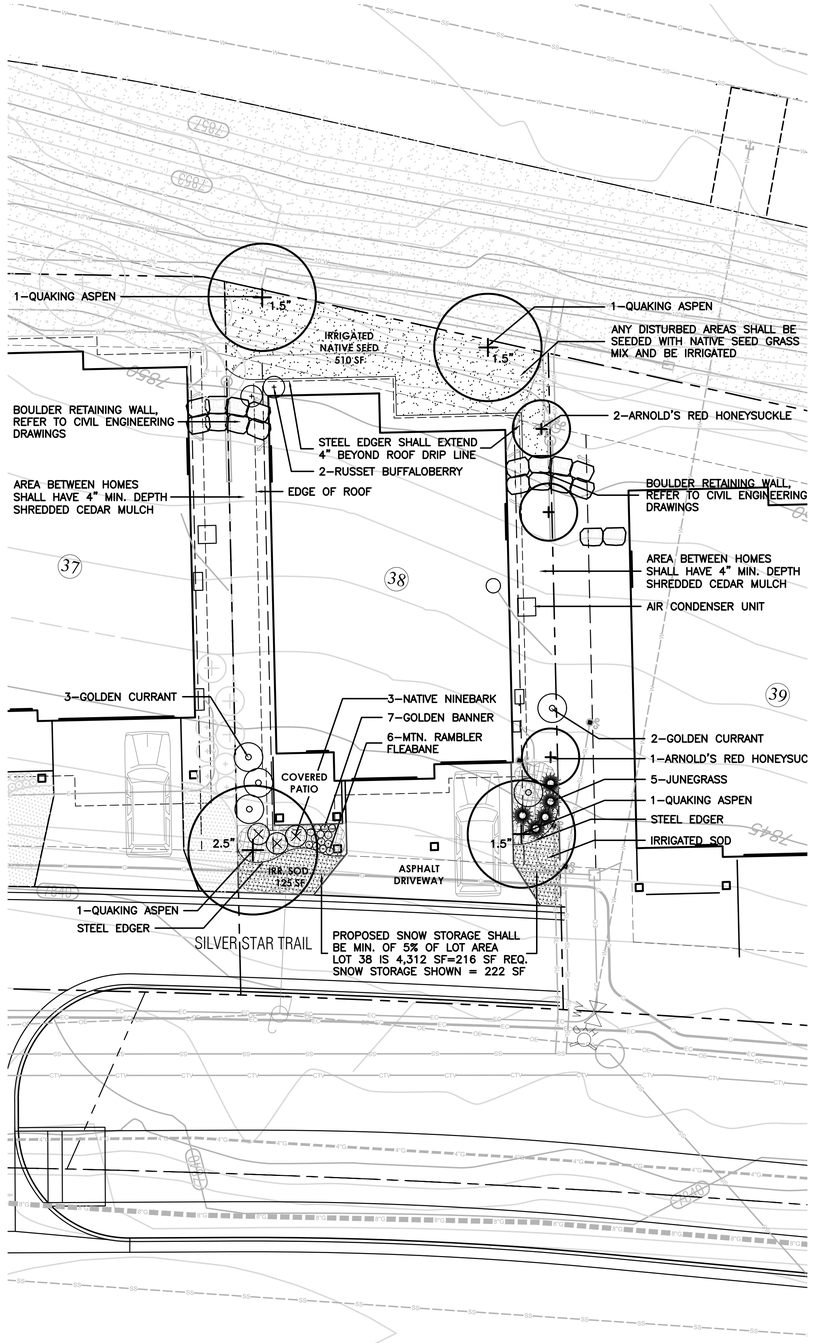
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO. **23035**
Designer: **PAH**
Drafter: **BUI**
Date: **4/9/24**

Sheet **C2**

File Name: ***mn lot 38 sp-01.dwg***

N:\PROJECTS\2023\23035-Minturn North Individual Lots\dwg\Lot 38\MN Lot 38 SP-01.dwg 5/28/2024 5:36 PM



LEGEND

- IRRIGATED SOD, REFER TO L2 FOR DETAILS
- IRRIGATED NATIVE SEED MIX, REFER TO L2 FOR DETAILS
- PROPOSED BOULDER RETAINING WALL, REFER TO CIVIL ENGINEERING FOR DETAILS
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS SHRUBS
- PROPOSED ORNAMENTAL GRASSES
- PROPOSED FLOWERING PERENNIALS
- SNOW STORAGE AREA

Know what's below. Call before you dig.

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.

LOT 38-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

0 5 10 20
SCALE: 1"=10'–0"

DRB SUBMITTAL

SHEET TITLE:
PROPOSED LANDSCAPE PLAN

SCALE: 1"=10'-0"
SHEET NUMBER:
L1

General Notes and Specifications:

1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and Town of Minturn standards.
4. See Civil Engineering sheets for final grading and drainage.
5. Snow Storage area shall be a min. of 25% of all driveway and parking areas.

Revegetation Notes:

1. Seed shall be broadcast and raked to ¼" depth.
2. Apply Biodegradable Green Dyed-Wood Celluose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
3. Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ⅓ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:

Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop–Up Spray Irrigation For Bluegrass Sod	125 SF
	Permanent Spray Irrigation For Native Seed	510 SF
	Permanent micro–spray or drip irrigation for perennial beds	13 PERENNIALS x 1 SF = 13 SF
	Permanent Drip Irrigation For B&B Trees	4 TREES x 4.5 SF = 18 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	18 SHRUBS x 3 SF = 54 SF
		TOTAL PERMANENT IRRIGATED AREA: 720 SF

IRRIGATION NOTES:

1. DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED SOD, NATIVE SEED GRASS, AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MICRO–SPRAY HEADS OR DRIP IRRIGATION, DEPENDING ON PLANT MATERIAL, IN PERENNIAL AND GROUNDCOVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE, AND POP–UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
2. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.

ALL DISTURBED AREAS SHALL BE SEEDED WITH: 'DRY NATIVE MOUNTAIN' SEED MIX

THIS SEED MIX HAS BEEN CHOSEN FOR THE SPECIFIC PROJECT LOCATION AND ELEVATION. LANDSCAPE INSTALLER SHALL NOT DEVIATE FROM THIS REVEGETATION SEED MIX WITHOUT WRITTEN APPROVAL FROM THE RESORT CONCEPTS SITE MANAGER.

COMMON NAME	SEEDING RATE % MIX	BULK LBS PER ACRE
SANDBERG BLUE	10%	5.00
MOUNTAIN BROME	20%	10.00
SLENDER WHEATGRASS	15%	7.50
BLUEBUNCH WHEATGRASS	10%	5.00
ROCKY MOUNTAIN FESCUE	10%	5.00
THICKSPIKE WHEATGRASS	15%	7.50
BOTTLEBRUSH SQUIRRELTAIL	2.5%	1.25
STREAMBANK WHEATGRASS	15%	7.50
PRAIRIE JUNEGRASS	2.5%	1.25
TOTAL LBS./ACRE	100%	50

NOTES:

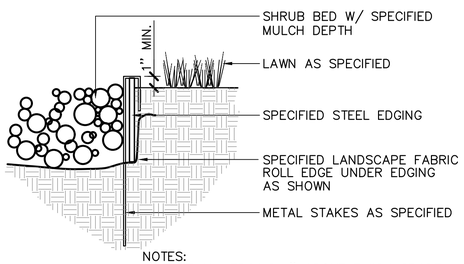
PERCENTAGES OF MIXES VARY YEAR–TO–YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY, CO 80632.
PHONE: 1–800–782–5947
WEBSITE: PAWNEEBUTTESSEED.COM

PROPOSED PLANT MATERIALS LIST

Note: All plant material has been chosen from the CSU Extension Office recommended plant lists. These lists have been cross referenced to find suitable plants for the elevation of Minturn (10,000 ft and above), and also to maximize use of plants native to the area, low-water use plants, and plants that enhance habitat and food sources for insects, butterflies, birds and other animals. The cross referenced lists are the following:

- CSU Extension, Fire Wise Plant Materials - 6.305
- CSU Extension, Trees and Shrubs for Mountain Areas - Fact Sheet No. 7.423
- CSU Extension, Low-Water Native Plants for Colorado Gardens, Mountains 7,500' and Above - CO Native Plant Society
- CSU Extension, Native Trees for Colorado Landscapes - Fact Sheet No. 7.421
- CSU Extension, Native Shrubs for Colorado Landscapes - Fact Sheet No. 7.422

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
	DECIDUOUS TREES			
3	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
1	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
	PERENNIAL FLOWERS (planted @ 12" O.C. spacing)			
7	Golden Banner Thermopsis divaricarpa	1 & 2	Flats of 15	
6	Mountain Rambler Fleabane Erigeron formosissima RAMBLER	1 & 2	Flats of 15	
	ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)			
5	Junegrass Grass, Koeleria macrantha	1 & 2	1 gal.	Container Full
	DECIDUOUS SHRUBS			
3	Arnold's Red Honeysuckle Lonicera tatarica 'Arnold's Red'	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
5	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
3	Native Ninebark Physocarpus monogynus	1 & 2	5 gal.	Container, 5 canes minimum 12"–18" ht.
2	Russet Buffaloberry Shepherdia canadensis	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.



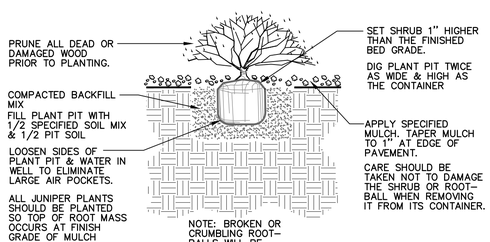
NOTES:
1) SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.

2) EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.

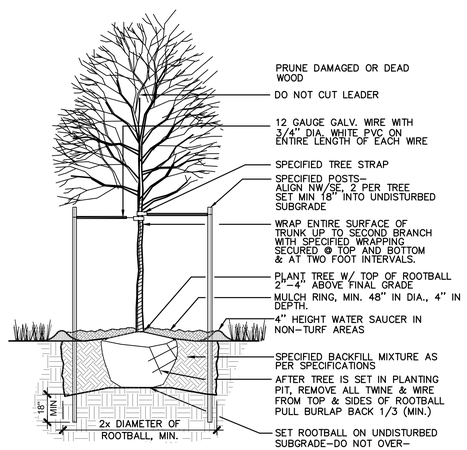
3) ALL JOINTS TO BE SECURELY STAKED.

4) CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

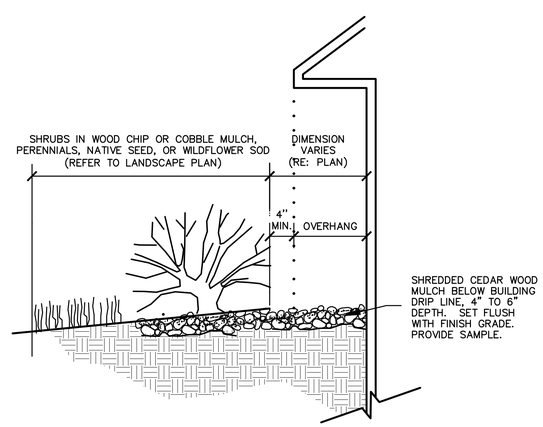
1 L2 STEEL EDGER — NOT TO SCALE



2 L2 SHRUB PLANTING — NOT TO SCALE



3 L2 DECIDUOUS TREE PLANTING — NOT TO SCALE



4 L2 MULCH ARMORED DRIP LINE — NOT TO SCALE

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

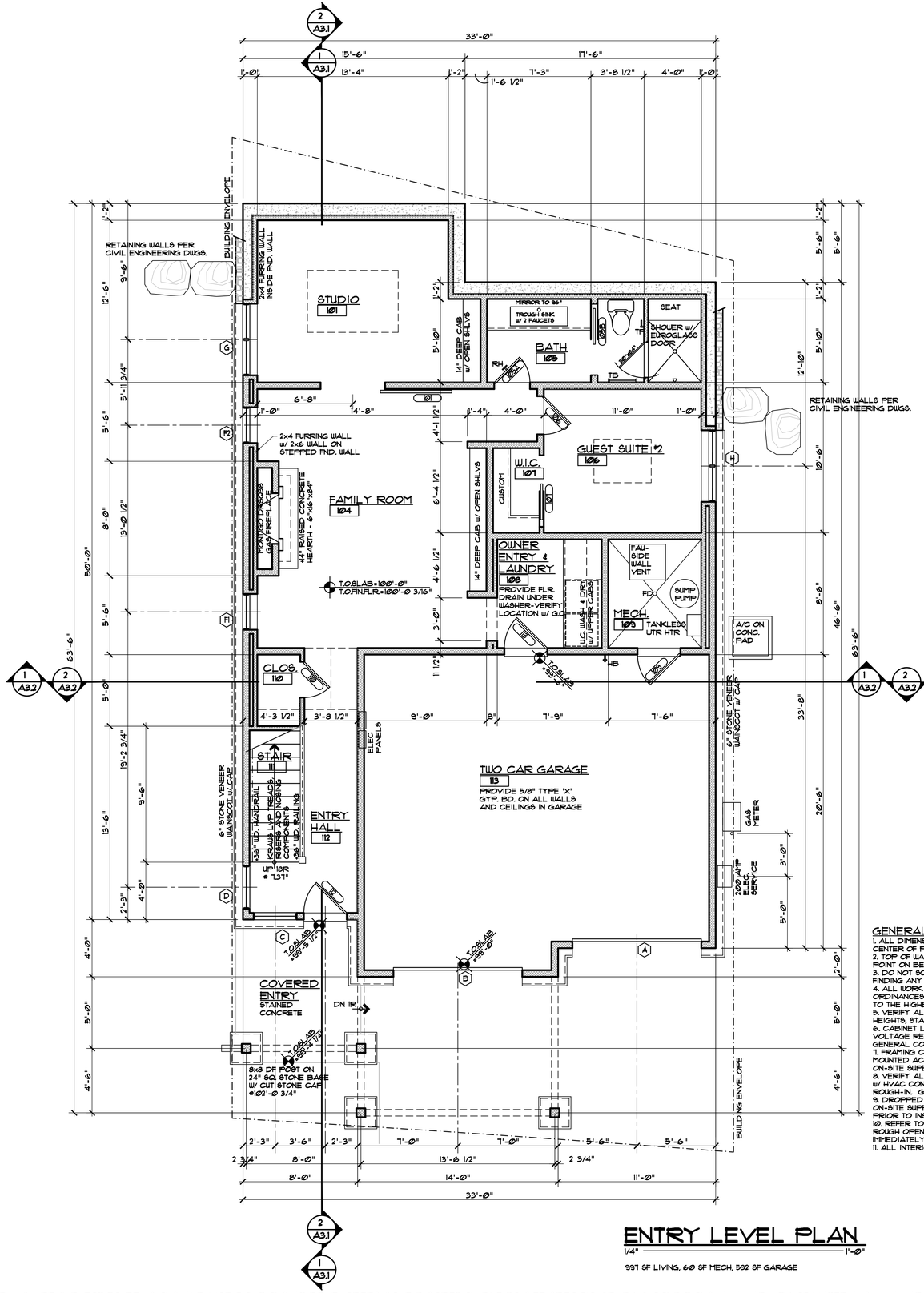
MINTURN NORTH P.U.D.
LOT 38-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2



ENTRY LEVEL PLAN

1/4" = 1'-0"

997 SF LIVING, 60 SF MECH, 532 SF GARAGE

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY).
6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL/LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
7. FRAMING CONTRACTOR TO PROVIDE BLOCKING FOR ALL SURFACE MOUNTED ACCESSORIES AND SHALL COORDINATE PLACEMENT WITH ON-SITE SUPERVISOR PRIOR TO INSTALLATION.
8. VERIFY ALL VENTING, DUCTWORK, SUPPLY, AND RETURN AIR LOCATIONS W/ HVAC CONTRACTOR PRIOR TO COMPLETION OF FRAMING & ELECTRICAL ROUGH-IN. GENERAL CONTRACTOR TO APPROVE ALL LOCATIONS.
9. DROPPED CEILING AND SOFFIT LOCATIONS SHALL BE APPROVED BY ON-SITE SUPERVISOR AND COORDINATED W/ M.E.P. SUB-CONTRACTORS PRIOR TO INSTALLATION.
10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD, U.N.O.

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE MINTURN NORTH DESIGN REVIEW BOARD, TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

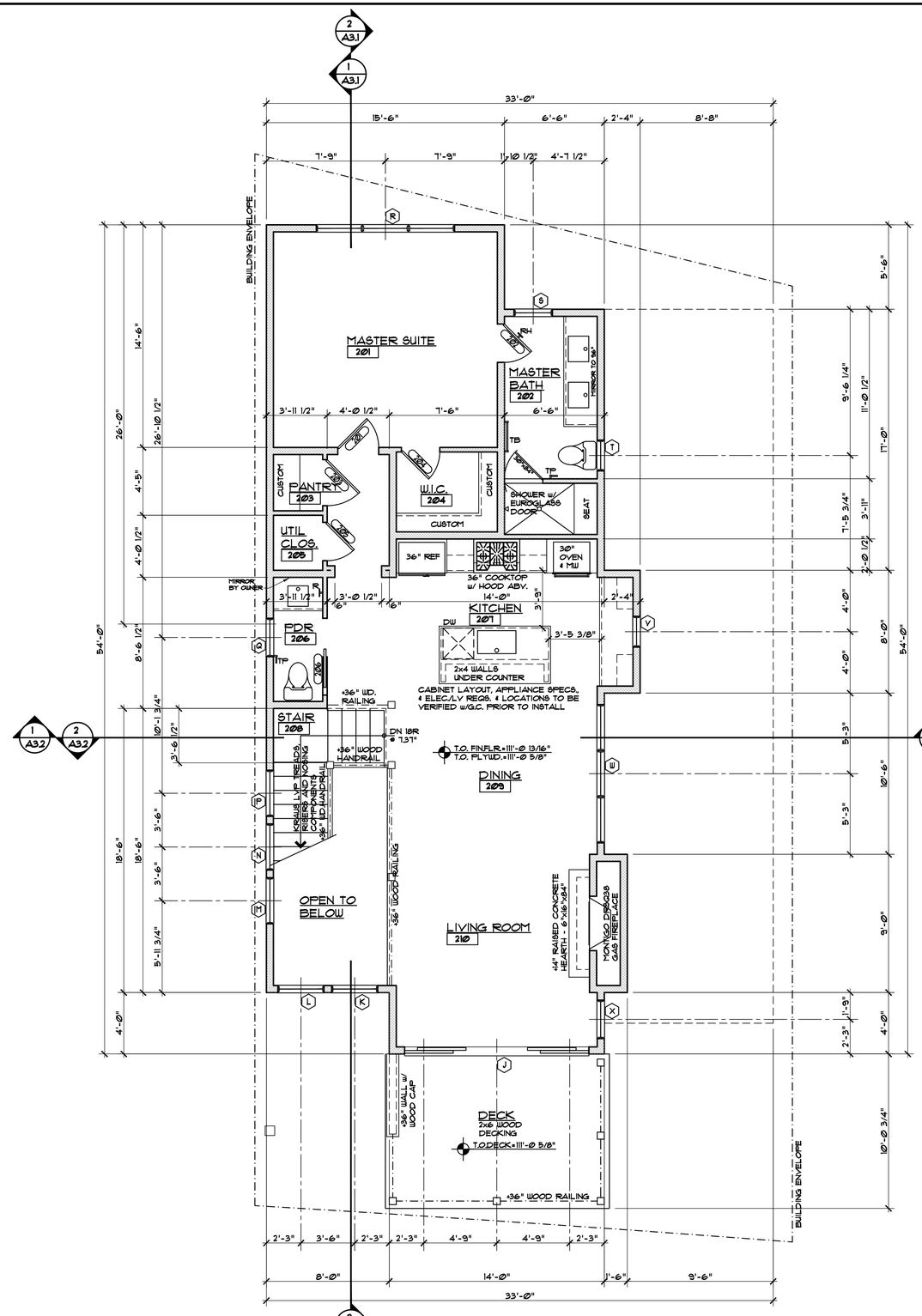
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

FREDERICKSON
LOT 38
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L38

ISSUED #	DATE	BY	COMMENTS
3	5-31-24	DWE	DRB SUBMITTAL SET
2	3-06-24	DWE	FINAL PRICING SET

A1.1



MAIN LEVEL PLAN

1/4" = 1'-0"

1035 SF LIVING

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY).
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7. FRAMING CONTRACTOR TO PROVIDE BLOCKING FOR ALL SURFACE MOUNTED ACCESSORIES AND SHALL COORDINATE PLACEMENT WITH ON-SITE SUPERVISOR PRIOR TO INSTALLATION.
8. VERIFY ALL VENTING, DUCTWORK, SUPPLY AND RETURN AIR LOCATIONS W/ HVAC CONTRACTOR PRIOR TO COMPLETION OF FRAMING & ELECTRICAL ROUGH-IN. GENERAL CONTRACTOR TO APPROVE ALL LOCATIONS.
9. DROPPED CEILING AND SOFFIT LOCATIONS SHALL BE APPROVED BY ON-SITE SUPERVISOR AND COORDINATED W/ MEP, SUB-CONTRACTORS PRIOR TO INSTALLATION.
10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD, U.N.O.
12. FIRE SPRINKLERS ARE TO BE INSTALLED PER THE TOWN OF MINTURN MUNICIPAL CODE AND SHALL MEET THE REQUIREMENTS OF NFPA 13D AND THE EAGLE RIVER FIRE PROTECTION DISTRICT.

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE MINTURN NORTH DESIGN REVIEW BOARD, TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

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LOT 38
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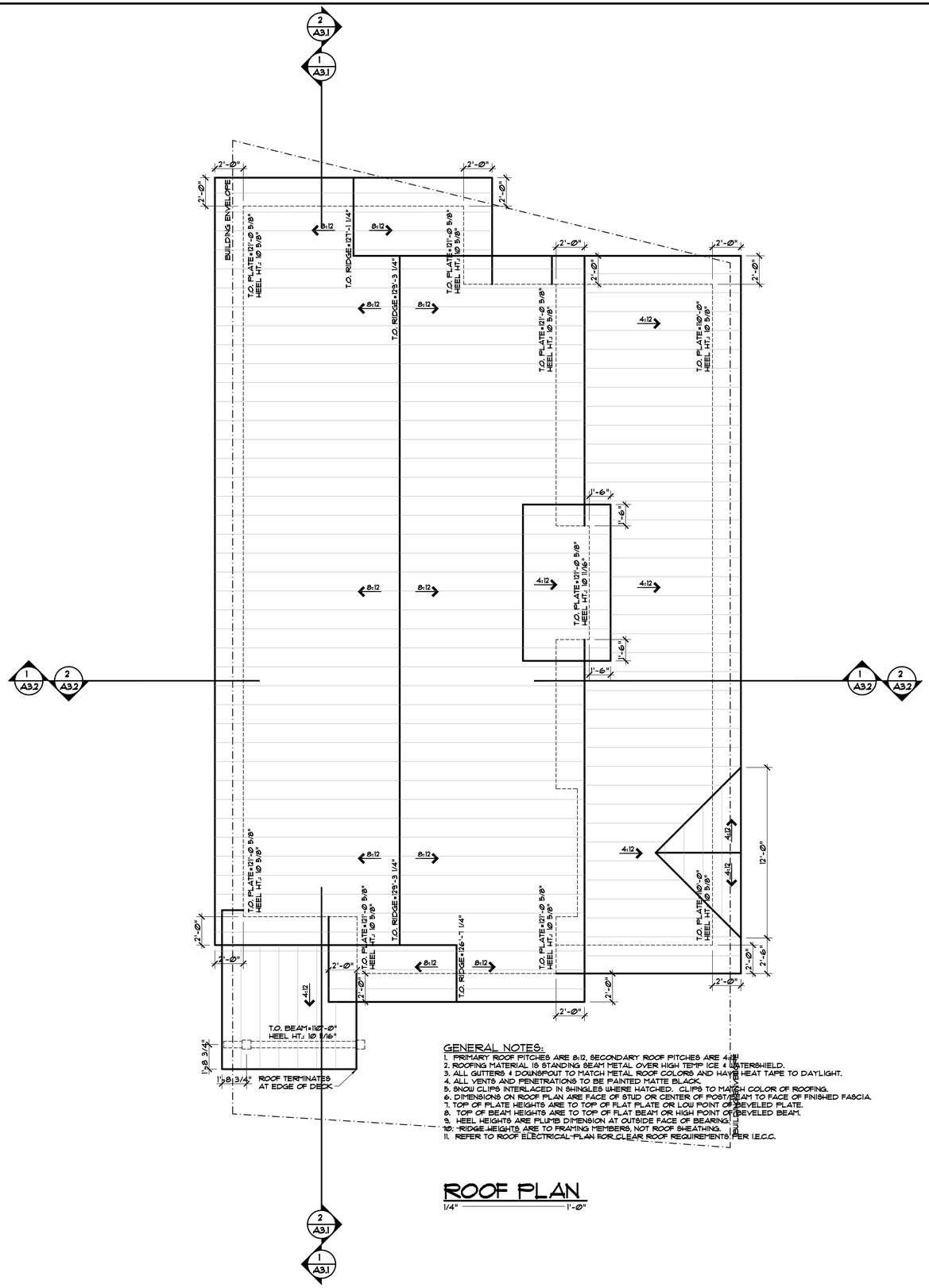
MINTURN, COLORADO

PROJECT NO: 2412-22 L38

ISSUED #	DATE	BY	COMMENTS
3	5-31-24	DJE	DRB SUBMITTAL SET
2	3-06-24	DJE	FINAL PRICING SET

A1.2



GENERAL NOTES:

1. PRIMARY ROOF PITCHES ARE 8:12, SECONDARY ROOF PITCHES ARE 4:12
2. ROOFING MATERIAL IS STANDING SEAM METAL OVER HIGH TEMP ICE & WATERSHIELD.
3. ALL GUTTERS & DOWNSPOUT TO MATCH METAL ROOF COLORS AND HAVE HEAT TAPE TO DAYLIGHT.
4. ALL VENTS AND PENETRATIONS TO BE PAINTED MATTE BLACK.
5. SNOW CLIPS INTERLACED IN SHINGLES WHERE HATCHED. CLIPS TO MATCH COLOR OF ROOFING.
6. DIMENSIONS ON ROOF PLAN ARE FACE OF STUD OR CENTER OF POST/BEAM TO FACE OF FINISHED FASCIA.
7. TOP OF PLATE HEIGHTS ARE TO TOP OF FLAT PLATE OR LOW POINT OF BEVELED PLATE.
8. TOP OF BEAM HEIGHTS ARE TO TOP OF FLAT BEAM OR HIGH POINT OF BEVELED BEAM.
9. HEEL HEIGHTS ARE PLATE DIMENSION AT OUTSIDE FACE OF BEARING.
10. RIDGE HEIGHTS ARE TO FRAMING MEMBERS, NOT ROOF SHEATHING.
11. REFER TO ROOF ELECTRICAL PLAN FOR CLEAR ROOF REQUIREMENTS PER I.E.C.C.

ROOF PLAN

1/4" = 1'-0"

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EGGERS
ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

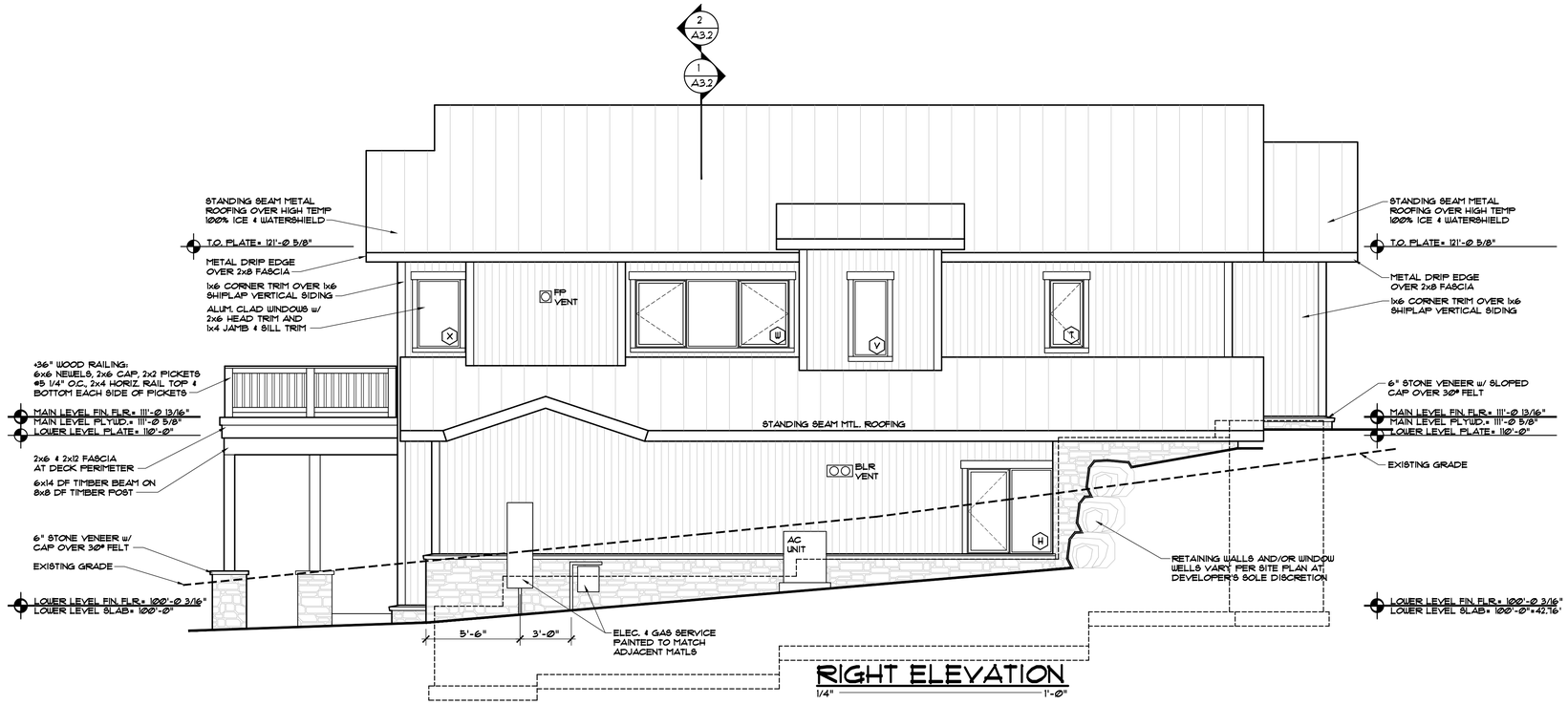
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

FREDERICKSON
LOT 38
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L38

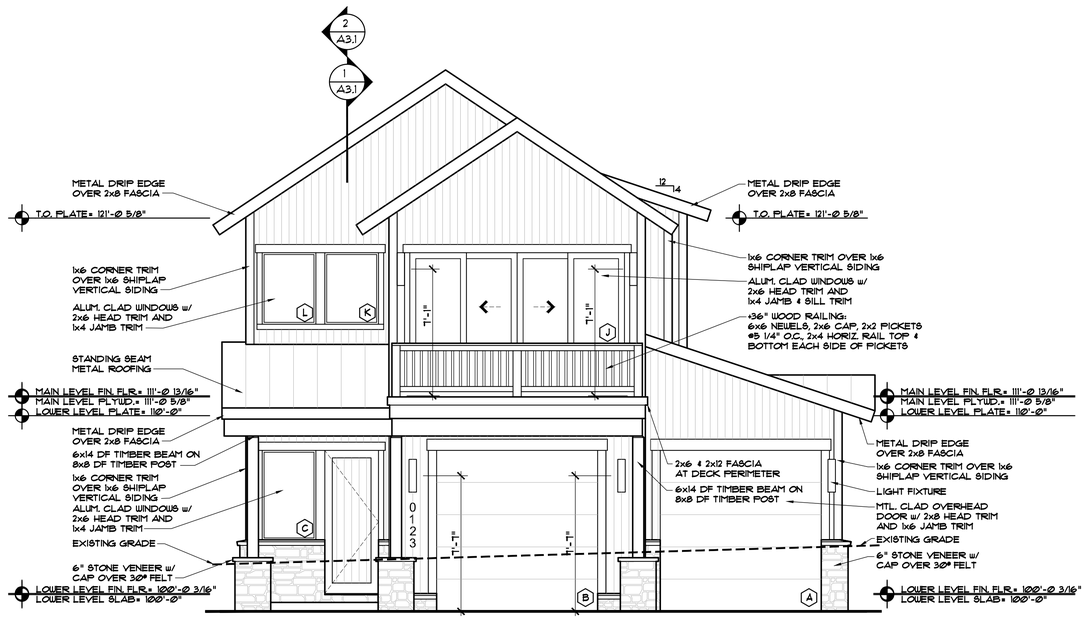
ISSUED #	DATE	BY	COMMENTS
3	5-31-24	DUE	DRB SUBMITTAL SET
2	3-06-24	DUE	FINAL PRICING SET

A1.3



RIGHT ELEVATION

1/4" = 1'-Ø"



FRONT ELEVATION

1/4" = 1'-Ø"

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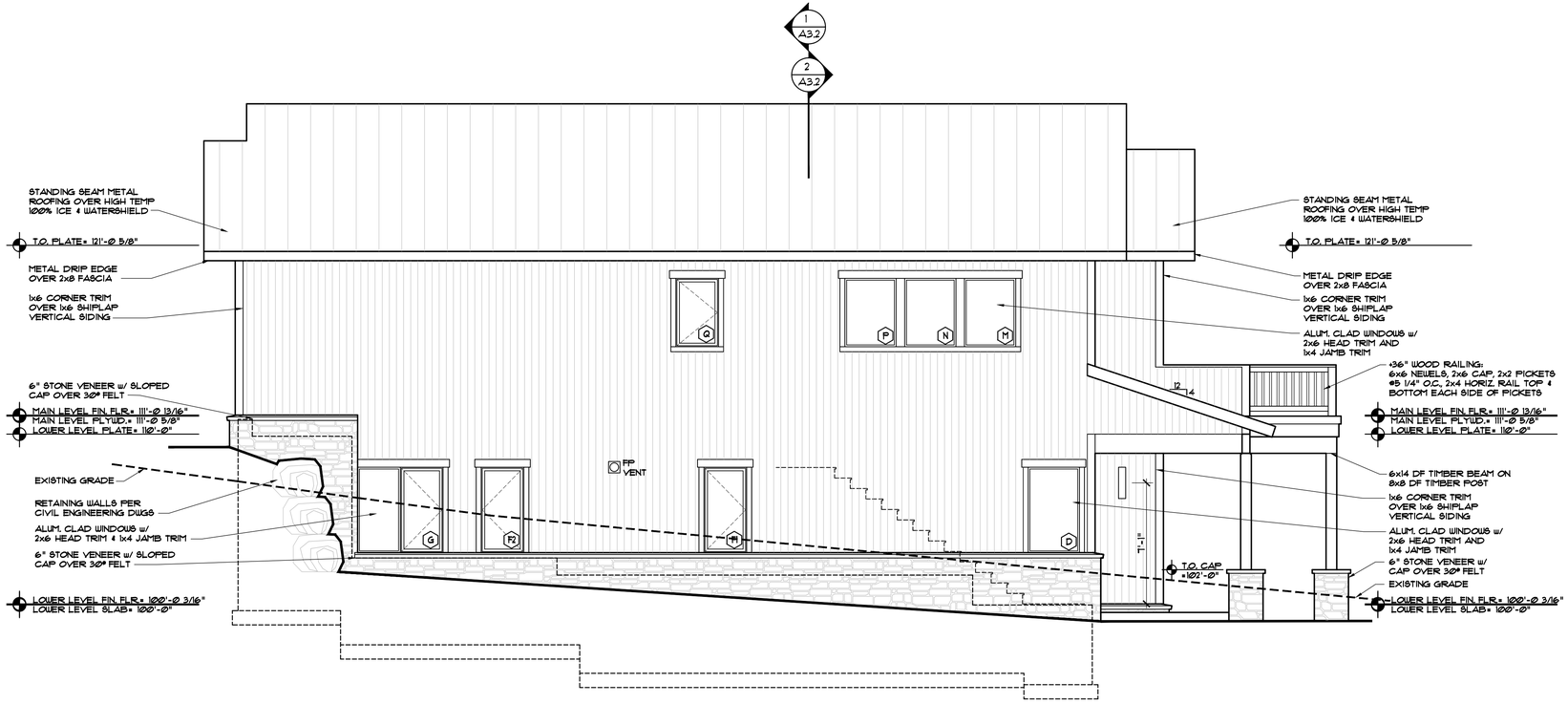
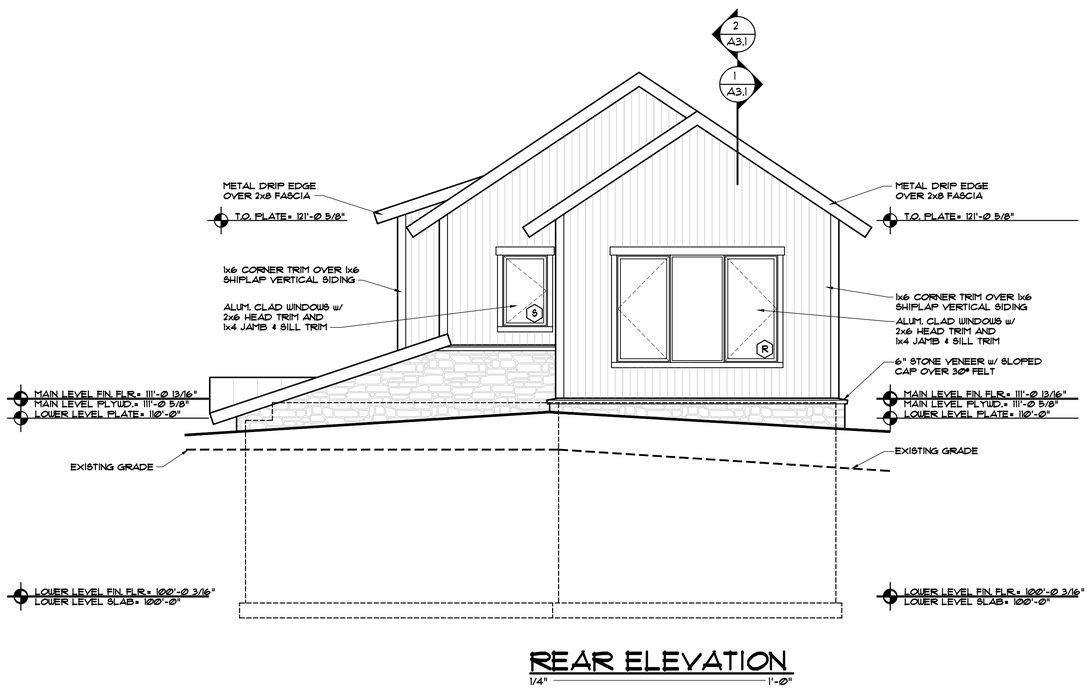
2	3-06-24	DUE	FINAL PRICING SET

A2.1



LEFT ELEVATION

1/4" = 1'-Ø"



REAR ELEVATION

1/4" = 1'-Ø"

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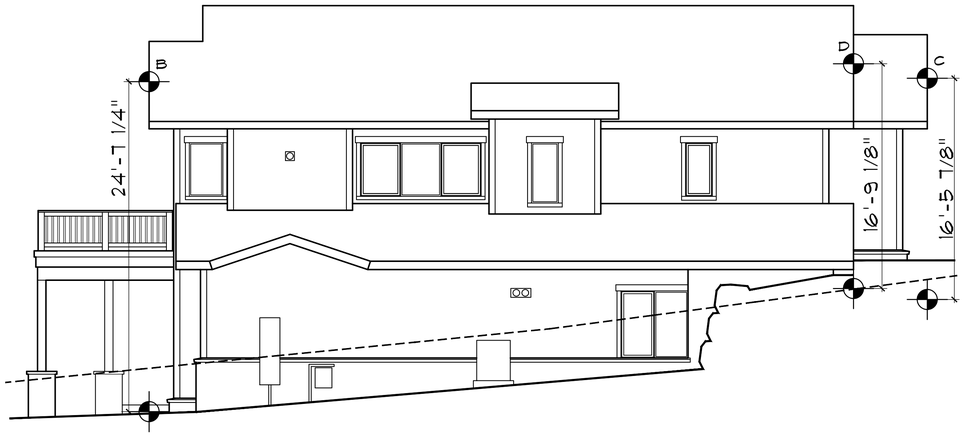
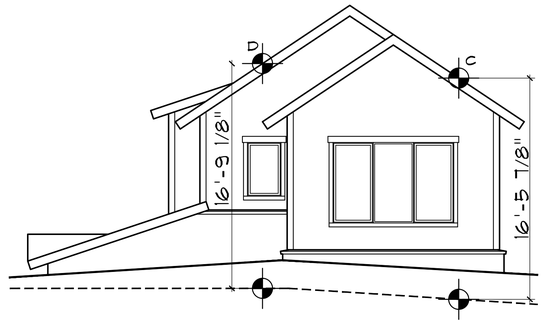
2	3-06-24	DJE	FINAL PRICING SET

A2.2



RIGHT ELEVATION
1/4" 1'-0"



REAR ELEVATION
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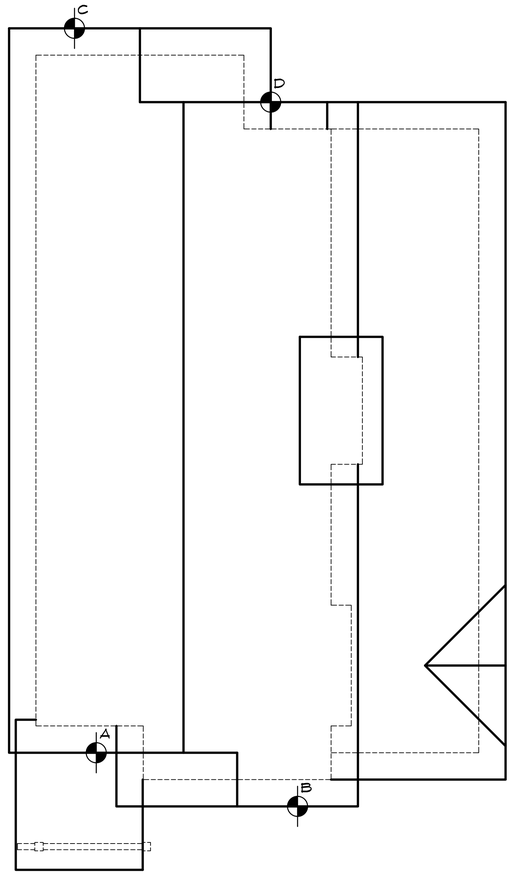

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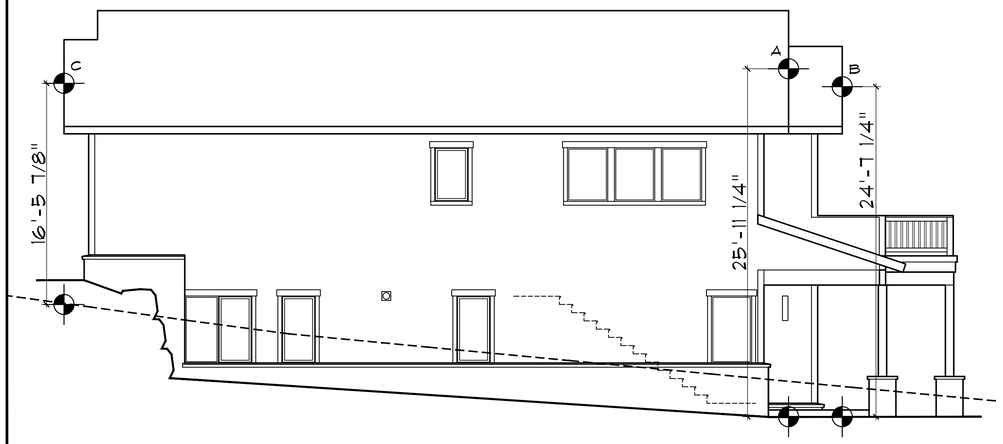

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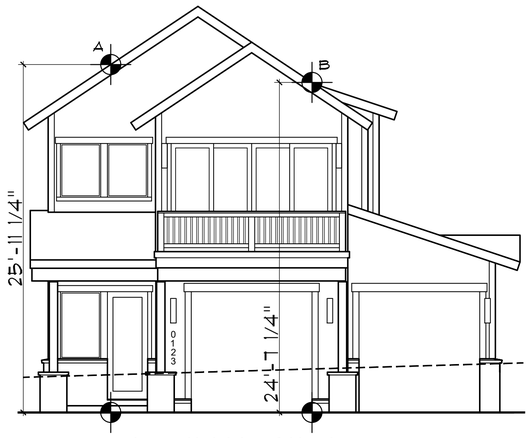

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BH1

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

Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Eric Rippeth
Darell Wegert

Design Review Board Hearing

Final Plan Review for New Home

0141 Miles End Lane

Hearing Date:	July 10, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Sean & Courtney Bossy
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 23
Address:	0141 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	**Approval**

Staff Report

I. Summary of Request:

The Applicants, Sean and Courtney Bossy, request Final Plan review of a new, three-bedroom, 3,418 (gross) square foot single-family residence located at 0141 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant's representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans
The plans show a two-story, three-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 26 feet 9 and 7/8 inches measured to existing grade which is the

most restrictive, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

Additionally, the massing, forms, and scale of the proposed structure, as well as proposed exterior materials, textures and detailing also appear to achieve the design objectives of Appendix B – *Design Guidelines and Standards,* Minturn Municipal Code.

Parking is adequate, with four off-street spaces, two of which are provided within the garage and two in front of the garage. The plans show the lower level with two bedrooms, and family room, and the main level has the master suite and primary living area.

According to staff's analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town's standards.

Overall, staff believes that the Applicants and their representative have provided a complete, detailed set of plans necessary to complete a thorough final plan review.

As a reminder, the Planning Commission has the option to review the proposal as a "conceptual" plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or the Commission may take action to approve, approve with conditions, or deny the Final Plans.

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

These plans are being presented by the Applicant as "Final Plan" level of review for a new single-family residential structure on a legally created lot within the Town of Minturn. This is a formal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB's concerns or feedback regarding suggested revisions to the project.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve the plans without conditions, or to approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions, additions or updates to the plans.
No variances are required or requested at this time.

Design Review Process
Appendix 'B' of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection "d" below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.

(2) Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:

a. The proposal's adherence to the Town's zoning regulations.
b. The proposal's adherence to the applicable goals and objectives of the Community Plan.
c. The proposal's adherence to the Design Standards.

(3) Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:

a. That the proposal is in conformance with the Town zoning regulations.
b. That the proposal helps achieve the goals and objectives of the Community Plan.
c. That the proposal complies with the Design Standards.

Staff suggests that the final plans for 0141 Miles End Lane meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

Zoning
The subject property is located within the "Game Creek Character Area" Minturn North PUD Zone District Planning Area 1 (PA-1), described as follows:

> *"The primary intent of this Planning Area is to create a market rate single-family residential use zone surrounded by common area and open space."*
> *- Ordinance No. 15 – Series 2023 Minturn North PUD Guide*

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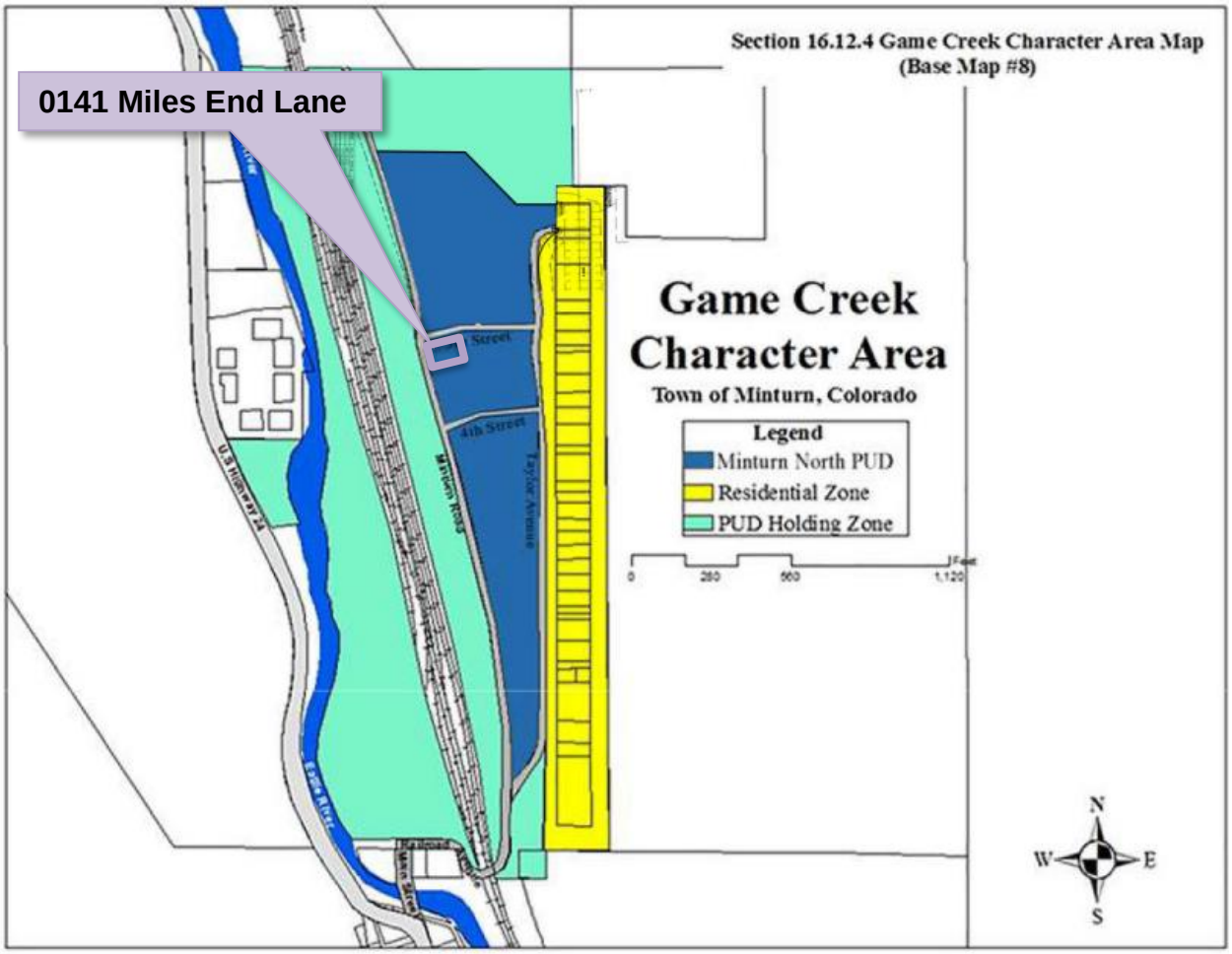
Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant the approved Final Development Plan for the Minturn North PUD.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	7,579.44 sq. ft.	7,579.44 sq. ft. (.174 ac.)
Maximum Building Height:	28 feet	26 feet – 9 7/8 inches
Minimum Front Setback:	20 feet	20 feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10+ feet

Maximum Lot Coverage:	50% (3,789.72 sq. ft.)	2,390 sq. ft. (31.53%) Proposed
Maximum Impervious Coverage:	60% (4,547.66 sq. ft.)	3,120 sq. ft. (41.16%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (7,579.44 sq. ft. x .05 = 378.97 sq. ft.)	418 sq. ft.
Parking:	4 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design
In addition to the development standards listed above, the following general design principles are provided for reference.

Final Site, Grading and Drainage Design
The Minturn Design Guidelines encourage designs that integrate or account for site topography and existing conditions, surrounding conditions, solar orientation, placement on lots relative to streets and natural features, snow storage and snow shed from roof structures.

Mass and Form
The following excerpt from the Design Guidelines is applicable to the proposed home design:

"c. Massing and Scale

> *"**A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment.** Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.*
>
> *"Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures."*
>
> *-Town of Minturn Design Guidelines*

Staff Response:
Staff believes that the design and scale of the proposed structure incorporates a simple central form with additive features and is complementary to adjacent residential structures and character on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not

overpower surrounding natural and built environments. Proposed roof forms and pitches, materials and textures are compatible and complementary to the surrounding built and natural environments.

V. Issues and Recommended Revisions:

Issues or Required Plan Revisions
Staff has identified no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0141 Miles End Lane generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

Staff is **recommending approval** of the plans.

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors

June 11, 2024

Madison Harris
Town of Minturn Planner
PO Box 309
Minturn, CO 81645

Re: 141 Miles End Lane
Lot 23, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled *"Bossy Residence; Lot 23, Minturn North, Minturn Colorado"* prepared May 17, 2024 by Eggers Architecture Inc. (Plans) included in the DRB application for Lot 23, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:
Paragraphs a through e:
"Final Plat: Minturn North PUD" recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through l:
Sheet C.5 of the *"Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24"* prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.5 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:
Sheet BH1 provides Building height information necessary for Planning Staff review.

VAIL VALLEY OFFICE
30 Benchmark Road, Suite 216 I PO Box 978 I Avon, CO 81620
DENVER OFFICE
9618 Brook Hill Lane I Lone Tree, CO 80124
970.949.5072 I info@inter-mtn.net

Madison Harris
Re: 141 Miles End Lane
Lot 23, Minturn North PUD
DRB Submittal Review
Project No. 24-0001

Section (C) (4) Grading & Drainage Plan:
Sheet C1 of the Plans "*Lot 23 Minturn North PUD; Site Grading and Drainage Plan"* prepared April May 31, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. Review by Inter-Mountain Engineering in no way relieves any responsibilities of design professionals associated with the project. Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Michelle Metteer, Scot Hunn, Taylor Hermes Arnold Martinez

RESORT CONCEPTS
REDEFINING THE RESORT EXPERIENCE

June 4, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Bossy Residence
Lot 23 Minturn North – 0141 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

The attached submittal includes a single-family residence within the Minturn North neighborhood. The home is subject to the Minturn North PUD Guide, Town of Minturn Code and all pertinent documents approved by the Town Council.

Lot 23 is located at 0141 Miles End Lane on a downhill sloping undisturbed vacant lot which drops in elevation approximately 8' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

The home exterior is a balanced mix of stone and wood with appropriate architectural detailing which enhances the mountain vernacular. The landscaping Is Intentionally minimal In-keeping with the intent of the approved Minturn North PUD.

Should you have any questions or need clarifications, please don't hesitate to contact me.

Sincerely,

Taylor Hermes
512.468.3012

DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner1@minturn.org

Project Name:

Minturn North – Bossy Residence

Project Location

Street Address: 141 Miles End Lane

Zoning:	Parcel Number(s):
Residential	2103-262-30-024

Application Request:

Design review of new single-family home

Applicant:

Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone:	Email:
970-926-1720	THermes@ResortConceptsCO.com

Property Owner:

Name: Sean & Courtney Bossy

Mailing Address: 415 S. High St. Denver, CO 80209

Phone:	Email:
630-222-0919 (Sean)	Sean@TetherAdvisors.com / CourtneyNickele@gmail.com

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
0.174 acres	SFH	3	4
# of Stories:	**Snow storage sq ft:**	**Building Footprint sq ft:**	**Total sq ft Impervious Surface:**
2	458 sf	2,390 sf	3,120 sf

Signature:

Fee Paid:_____ **Date Received:**_____ **Planner:**_____

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)

Applicant	Staff	
☑	☐	**Application Fee** (Non-Refundable application fee shall be collected)
		• Design Review Board - $200.00
☑	☐	**Letter of Intent**
		-- What is the purpose of the project including;
☑	☐	• Relevant Background
☑	☐	• Current Status of the Site
☑	☐	• All Proposed Uses and Structures
☑	☐	• How the Proposal Differs from what already exists
☑	☐	• Information regarding Easements or Dedicated Tracts, etc.
☑	☐	**Vicinity Map**
		-- Directional Map indicating how to get to the Property involved in the request.
☑	☐	• Zoning of Property
☑	☐	**Site Plan showing Precise Nature of the Proposed Use –**
☑	☐	**To Scale**
☑	☐	• Scaled Drawings of Proposed Design of Structure
☑	☐	○ Plan View and Sections
☑	☐	• Building Heights – all 4 directions N/S/E/W
☑	☐	• topography
☑	☐	• Building Location and impervious coverage
☑	☐	• Setbacks
☑	☐	• Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant
☑	☐	• Parking Plan
☑	☐	• Traffic Circulation
☑	☐	○ Location and Width of Existing and Proposed Access Points
☑	☐	○ Location of Existing Driveways and Intersections
☑	☐	• Landscaped Area – Plan including existing and proposed vegetation.
☑	☐	• Approximate Location of Existing Wooded Areas and Rock Outcrops
☑	☐	• Location and Type of Existing and Proposed Easements
☑	☐	• Utility Easements
☑	☐	• Drainage Features
☑	☐	• Snow Storage areas expressed in square feet as a percentage of the overall site area
☑	☐	**Preliminary Building Plans and Elevations**
☑	☐	• Indicates Dimensions
☑	☐	• General Appearance
☑	☐	• Scale
☑	☐	• Interior Plan for the Buildings

Elements needed on the Site Plan

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

Architecture Details – Materials Board

- Windows – Placement and Color
- Doors – Placement and Color
- Siding – Type and Color
- Roof Material – Type and Color
- Paint Color

Boundary Survey with a stamp and signature of a licensed surveyor

- Date of survey (survey date must be within 6 months of the project application date
- Right-of-way and property lines; including bearings, distances and curve information.
- Labeled ties to existing USGS benchmark.
- Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
- All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
- Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
- Topographic conditions at two-foot contour intervals.
- Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
- Rock outcroppings and other significant natural features.
- All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
- Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
- Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.

Grading and Drainage Plan

- Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
- Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
- Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
- Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
- Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
- Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
- Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



Fascia
Color: Custom Stain



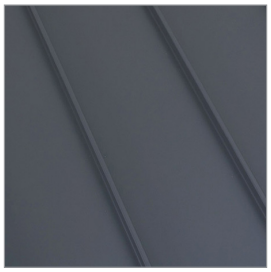
Vertical Siding, Columns, Railing & Sofits
1"x8" – Butt Joint, Smooth
Color: Custom Stain



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Dark Gray



Garage Door
9'-0" x 18'-0" Insulated Metal
Color: Matte Black



Windows and Doors
Mfg: Alan Bradley Cityline
Color: Matte Black



Exterior Lighting
Mfg: Hinkley Mist 22" Sconce
Color: Satin Black



Entry Door
Solid Wood
Color: Custom Stain



Entry Door Hardware
Emtek Lausanne Full Plate with Helios Interior Lever
Color: Matte Black

All product and design specifications, including, but not limited to, color, finish, model, etc., are for illustrative purposes only and are subject to change without notice.

Perspective 1



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

Minturn North - Lot 23

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB Design Review - 3D Views

May 31, 2024

Resort Concepts

PERSPECTIVE 2



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

MINTURN NORTH - LOT 23

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB DESIGN REVIEW - 3D VIEWS

MAY 31, 2024

RESORT CONCEPTS

BOSSY RESIDENCE

141 MILES END LANE
LOT 23, MINTURN NORTH
MINTURN, COLORADO

DRB SUBMITTAL SET — MAY 31, 2024
REVISED DRB SUBMITTAL SET — JUNE 26, 2024



NOTE: ALL SITE & LANDSCAPE PLANS, FLOOR PLANS, ELEVATIONS & DETAILS ARE SUBJECT TO TOWN OF MINTURN DESIGN REVEIW BOARD APPROVAL

OWNER'S REPRESENTATIVE
RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT
EGGERS ARCHITECTURE, INC
PO BOX 798
KREMMLING, COLORADO 80459
(970) 409-9790

STRUCTURAL ENGINEER
SUNDQUIST DESIGN GROUP
PO BOX 249
TARPON SPRINGS, FLORIDA 34688
(303) 335-6034

LANDSCAPE ARCHITECT
TOMINA TOWNSEND
PO BOX 3000
EDWARDS, COLORADO 81632
(303) 945-5252

CIVIL ENGINEER
BOUNDARIES UNLIMITED, INC.
923 COOPER AVENUE, SUITE 201
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-5252

SURVEYOR
SLAGLE SURVEY SERVICES
PO BOX 751
EAGLE, COLORADO 81631
(970) 471-1499

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
LOWER LEVEL:	1,210 SF	107 SF		1,317 SF
MAIN LEVEL:	1,370 SF		731 SF	2,101 SF
TOTALS:	2,578 SF	107 SF	731 SF	3,418 SF

LOT AREA: 7,579.44 SF

BUILDING COVERAGE:	2,390 SF	31.53 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	3,120 SF	41.16 %	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

CODES: 2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
+ LOCAL AMENDMENTS

DRAWING SCHEDULE

	C	COVER
		FINAL PLAT MINTURN NORTH P.U.D.
	C.5	MINTURN NORTH P.U.D. FINAL GRADING PLAN
	C1	SITE GRADING, DRAINAGE & EROSION CONTROL PLAN
	C2	CIVIL DETAILS
4	L1	LANDSCAPE PLANTING PLAN
4	L2	LANDSCAPE SCHEDULES & DETAILS
	A1.1	LOWER LEVEL PLAN
	A1.2	MAIN LEVEL PLAN
	A1.3	ROOF PLAN
	A2.1	BUILDING ELEVATIONS
	A2.2	BUILDING ELEVATIONS
	BH1	BUILDING HEIGHT CALCULATIONS

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE TOUN OF MINTURN CITY COUNCIL, TOUN OF MINTURN DESIGN REVIEW BOARD, TOUN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

BOSSY
141 MILES END LANE
LOT 23, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L.23

ISSUED #	DATE	BY	COMMENTS
4	6-26-24	DUE	REVISED DRB SUBMITTAL SET
3	5-31-24	DUE	DRB SUBMITTAL SET

C

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of MARCH, 2024 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

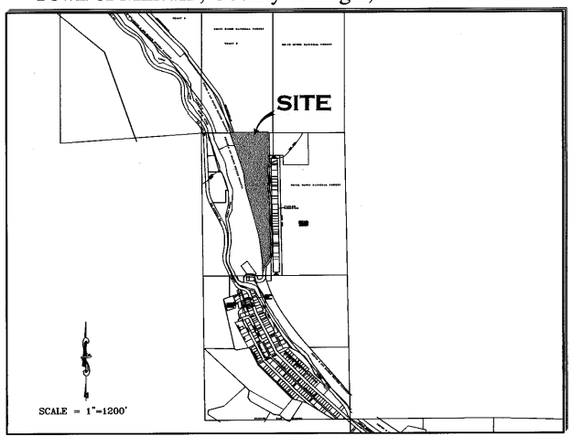
TOWN CLERK
TOWN OF MINTURN, COLORADO

SEAL
TOWN OF MINTURN COLORADO
1904

LAND USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	0.196 Acres	0246 Miles End Lane
2	SINGLE FAMILY	0.189 Acres	0236 Miles End Lane
3	SINGLE FAMILY	0.193 Acres	0226 Miles End Lane
4	SINGLE FAMILY	0.181 Acres	0216 Miles End Lane
5	SINGLE FAMILY	0.191 Acres	0206 Miles End Lane
6	SINGLE FAMILY	0.166 Acres	0196 Miles End Lane
7	SINGLE FAMILY	0.158 Acres	0186 Miles End Lane
8	SINGLE FAMILY	0.166 Acres	0176 Miles End Lane
9	SINGLE FAMILY	0.164 Acres	0166 Miles End Lane
10	SINGLE FAMILY	0.164 Acres	0156 Miles End Lane
11	SINGLE FAMILY	0.164 Acres	0146 Miles End Lane
12	SINGLE FAMILY	0.172 Acres	0136 Miles End Lane
13	SINGLE FAMILY	0.157 Acres	0126 Miles End Lane
14	SINGLE FAMILY	0.176 Acres	0112 Miles End Lane
15	SINGLE FAMILY	0.209 Acres	0096 Miles End Lane
16	SINGLE FAMILY	0.263 Acres	0070 Miles End Lane
17	SINGLE FAMILY	0.189 Acres	0243 Miles End Lane
18	SINGLE FAMILY	0.200 Acres	0221 Miles End Lane
19	SINGLE FAMILY	0.165 Acres	0201 Miles End Lane
20	SINGLE FAMILY	0.164 Acres	0185 Miles End Lane
21	SINGLE FAMILY	0.164 Acres	0171 Miles End Lane
22	SINGLE FAMILY	0.166 Acres	0155 Miles End Lane
23	SINGLE FAMILY	0.174 Acres	0141 Miles End Lane
24	SINGLE FAMILY	0.185 Acres	0125 Miles End Lane
25	SINGLE FAMILY	0.166 Acres	0111 Miles End Lane
26	SINGLE FAMILY	0.202 Acres	0095 Miles End Lane
27	SINGLE FAMILY	0.199 Acres	0083 Miles End Lane
28	SINGLE FAMILY	0.160 Acres	0071 Miles End Lane
29	SINGLE FAMILY	0.159 Acres	0057 Miles End Lane
30	SINGLE FAMILY	0.158 Acres	0043 Miles End Lane
31	SINGLE FAMILY	0.178 Acres	0031 Miles End Lane
32	SINGLE FAMILY	0.177 Acres	0017 Miles End Lane
33	SINGLE FAMILY	0.176 Acres	0003 Miles End Lane
34	SINGLE FAMILY	0.103 Acres	0036 Silver Star Trail
35	SINGLE FAMILY	0.103 Acres	0030 Silver Star Trail
36	SINGLE FAMILY	0.103 Acres	0024 Silver Star Trail
37	SINGLE FAMILY	0.103 Acres	0018 Silver Star Trail
38	SINGLE FAMILY	0.099 Acres	0008 Silver Star Trail
39	SINGLE FAMILY	0.129 Acres	0001 Silver Star Trail
Tract B	OPEN SPACE	2.958 Acres	
Tract C	Town Property	0.904 Acres	0052 Minturn Road (Not of PUD)
Tract D	Right of Way	0.966 Acres	Miles End Lane (North)
Tract D1	Right of Way	0.431 Acres	Miles End Lane (South)
Tract E	Open Space	1.220 Acres	
Tract F	Open Space	0.074 Acres	
Tract G	Right of Way	0.030 Acres	Silver Star Trail
Tract H	Right of Way	0.369 Acres	Fourth Street
TOTAL		13.485 ACRES	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY



PORTION OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:
1) The purpose of this Final Plat is to Create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
2) Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
3) Survey Date: December, 2022 through July 2023.
4) Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC50650645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201420764 along with plats and survey monumentation referenced hereon (to include the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitmeat referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
Item 15 - Does not effect these Platted lands but references vacation of portions of Taylor Addition to the Town of Minturn.
Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
Item 17 & 18- Do not effect subject Parcel.
Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined hereon.
Item 20 - Does not effect these Platted lands. (a.k.a. subject parcel)
Item 22 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner hereon.
Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
Item 29 - Parcel is subject to 1904 40 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has is to have been Terminated prior to the Recording of this Plat.
5) These platted lands are subject to:
- The Minturn North P.U.D. Guide recorded as Reception no. 202402232
- The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated hereon as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489 .

PERTAINING TO HEREON CREATED EASEMENTS:
6) the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, 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) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility Easement" for the purpose of 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.
c) non-exclusive Access, Utility, and Drainage, Easement - on, over, under, above, across and through those areas designated hereon as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) 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.

GENERAL NOTES CONTINUED:
6) Continued...
d) Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non- vehicular access.
e) Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq..

FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
7) the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
a) non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Parking, Snow Storage & Landscape 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, iii) the installation, use, repair, replacement, improvement and maintenance of vehicular parking area, together with right of ingress and egress thereto, reasonable Pedestrian use including ingress and egress of persons to include vehicle, foot, bicycle or non-motorized use, iv) reasonable local snow storage and v) Landscaping use, and maintenance.
b) non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage, Landscape and Trail 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, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
c) non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage & Landscape 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, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
d) non-exclusive Trail Easement on, over, under, above, across and through those areas designated hereon as "Trail Easement" for the purpose of Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4' Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, or use. Maintenance of any path improvements within the "4' Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
f) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as " Public Utility and Drainage Easement" , as shown in Tract C, on sheet 2 of 5, 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, improvemeat and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

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 MINTURN NORTH 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 nonumented 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.

COLORADO REGISTERED 34998 PROFESSIONAL LAND SURVEYOR 02-26-24

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

Revised 02-07-24 Edited C.O.D. MSS
Revised 12-02-23 Edited Note 6a MSS
Revised 11-14-23 minor text MSS
Revised 11-07-23 Certain Dimensions MSS
Revised 11-06-23 Tract C Easements MSS
Revised 11-03-23 Town Comments MSS
Revised 10-11-23 Town Comments MSS
Revised 10-06-23 Town Comments MSS
Revised 09-26-23 Added Note regarding Tract C MSS

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 AND PHILIP HADLEY

Know all men by these presents that Minturn Crossing LLC, being sole owner in fee simple, mortgagee or lienholder, of all that real property situated in the Town of Minturn, County of Eagle, State of Colorado described as follows:
Parcel 1, UPRR Subdivision according to the Final Plat thereof recorded on 13th, day of December, 2023 as Reception No. 202316483 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado.
Containing 13.485 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as MINTURN NORTH P.U.D. subdivision in the Town of Minturn, County of Eagle, State of Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and does hereby accept responsibility for the completion of the improvements required by this plat and does hereby dedicate and set aside the following tracts, parcels and easements as follows:
-To the Town of Minturn Tract H (Fourth Street) and the easements described and depicted hereon in General Note 7, together with associated public improvements.
-To Utility Providers such utility easements as depicted herein in which utility infrastructure is located.

OWNER: MINTURN CROSSING LLC
ADDRESS: 225 Main Street, Suite C-101
Edwards, Colorado 81632

BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
)SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF MARCH, A.D, 2024 BY RICK HERMES AS MANAGER OF MINTURN CROSSING LLC.

MY COMMISSION EXPIRES: 6 AUG 27

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154031002
MY COMMISSION EXPIRES 08/06/2027

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, 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 Minturn North, P.U.D., 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: Philip Hadley
BY: _____ as Individual

STATE OF Colorado)
) §
COUNTY OF Eagle)

The Foregoing Subordination by Mortgagee was acknowledged before me this 26 day of February 2024, By Philip Hadley as Individual.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: Aug. 01, 2025

NOTARY PUBLIC

JESSICA L BECHARD
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20134048864
My Commission Expires 8/1/2025

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of JANUARY 1, 2023, 2023 upon all parcels of real estate described on this Plat are paid in full.

DATED THIS 1st OF March, A.D., 2024

R0681D1

TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

LAND TITLE does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316490

DATED THIS 28TH DAY OF FEBRUARY, A.D., 2024

AGENT: _____

CLERK AND RECORDER'S CERTIFICATE # 5398

This Plat was filed for record in the Office of the Clerk and Recorder at 12:59 o'clock P.M., on this 4th day of March, A.D, 2024

CLERK AND RECORDER

BY: _____ DEPUTY

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

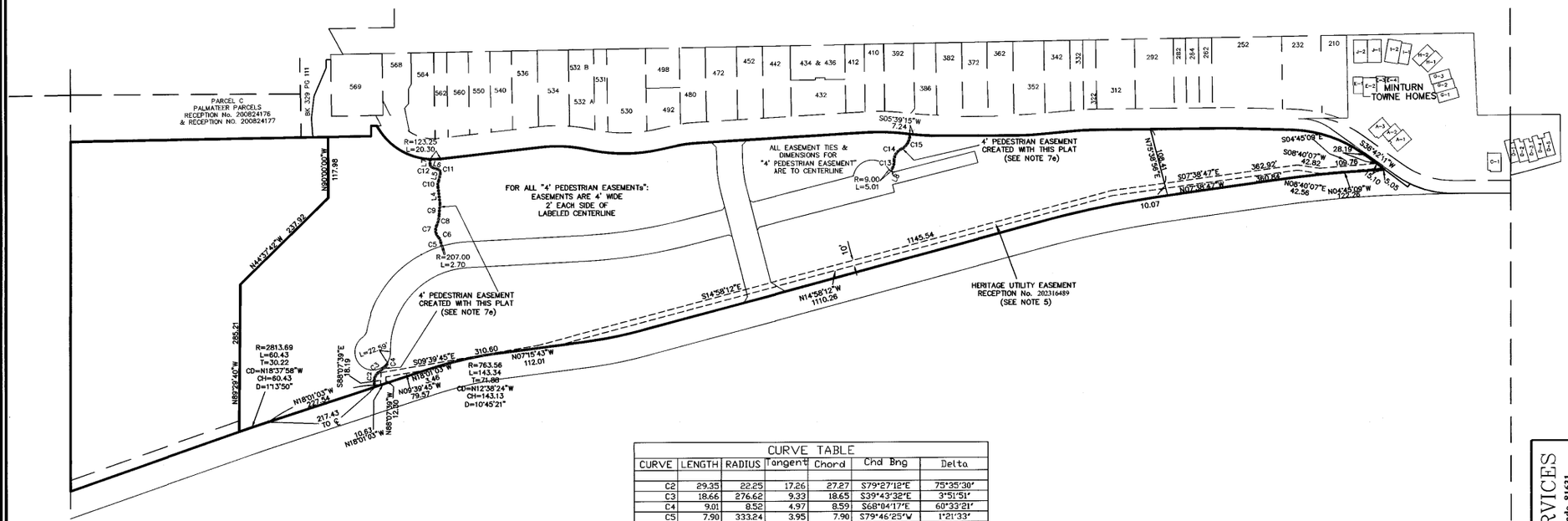
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 1 OF 5		DATE: 08-13-2023

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: $53.00 DOC: $0.00
2024022234
03/04/2024
12:59:18 PM

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N83°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Brng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S68°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	1°21'33"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.68	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
02-26-24

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.

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

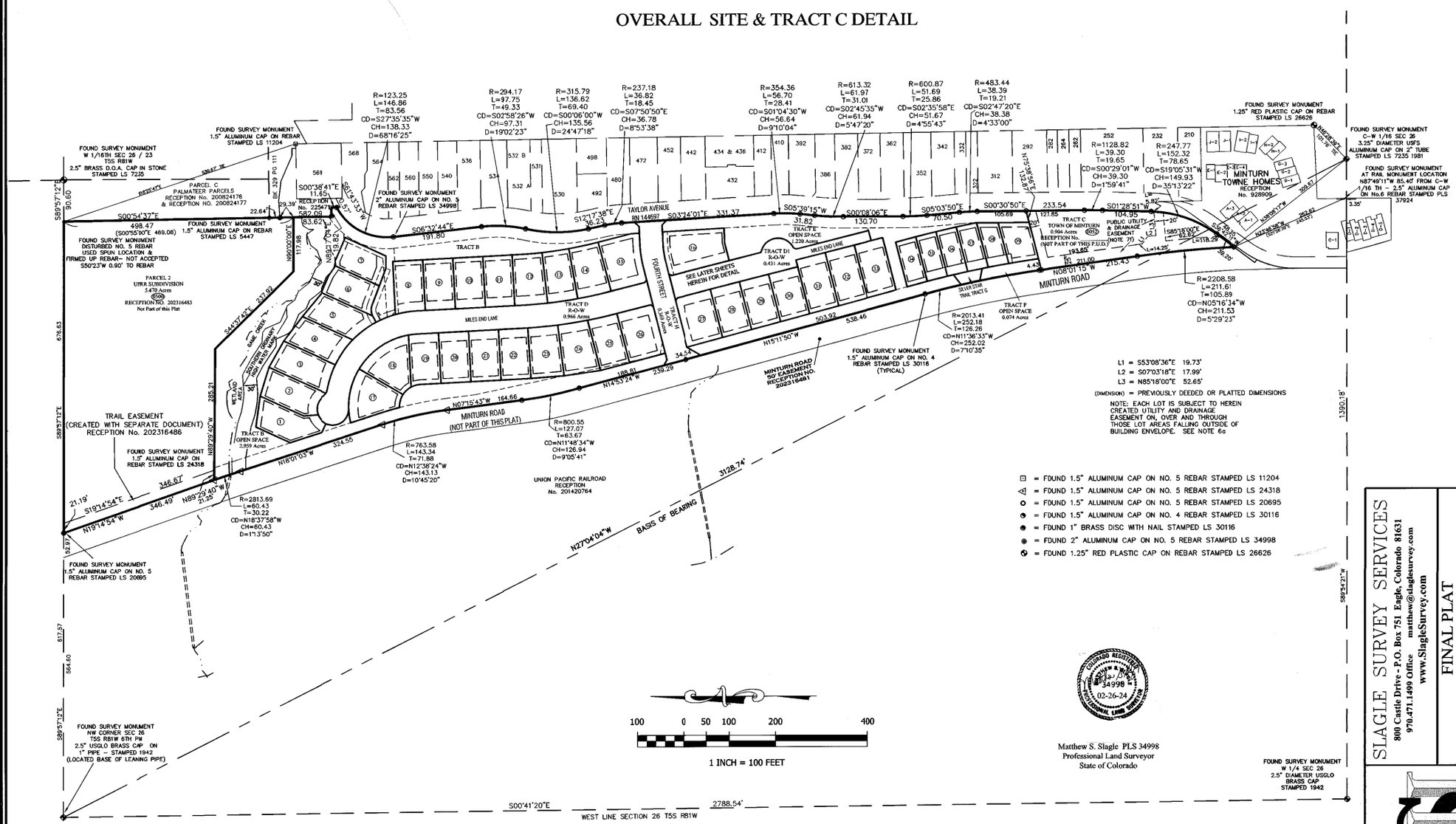
DRAWN BY: MSS | JOB NUMBER: 23055 | DRAWING NAME: 23055 FP2.dwg | DATE: 08-13-2023 | SHEET: 5 OF 5

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL



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

COLORADO REGISTERED LAND SURVEYOR 34998 02-26-24

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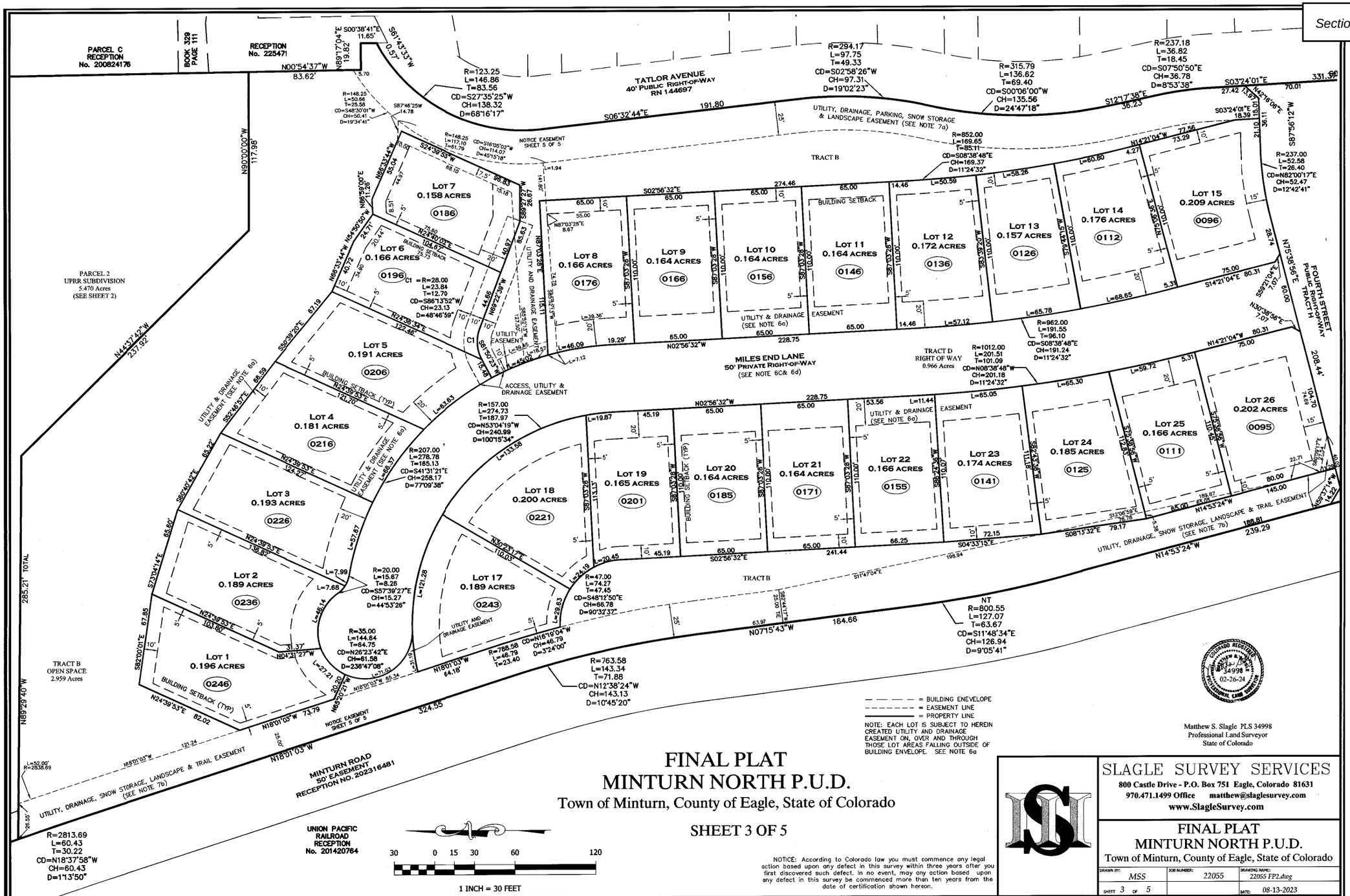
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS | JOB NUMBER: 220555 | DRAWING NAME: 220555 FP2.dwg | SHEET 2 OF 5 | DATE: 08-13-2023

202402234



NOTE: EACH LOT IS SUBJECT TO HEREIN CREATED UTILITY AND DRAINAGE EASEMENT ON, OVER AND THROUGH THOSE LOT AREAS FALLING OUTSIDE OF BUILDING ENVELOPE. SEE NOTE 6a

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

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5

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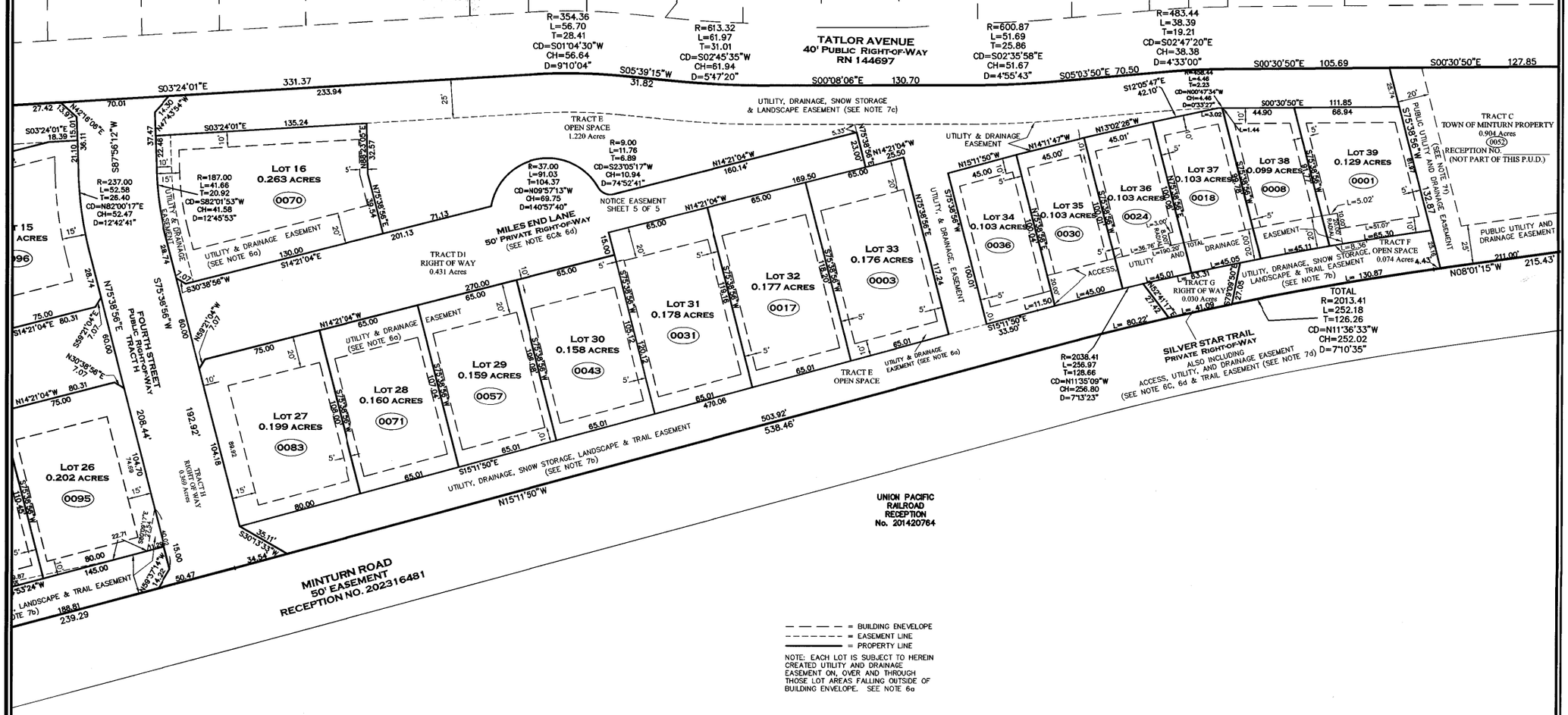
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 3 OF 5		DATE: 08-13-2023

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5



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

30 0 15 30 60 120

1 INCH = 30 FEET

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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 4 OF 5		DATE: 08-13-2023

202402234

MATCH TO SHEET C.7

MATCH TO SHEET C.6

MATCH TO SHEET C.4

KEYMAP

CONSTRUCT FIFTY FOUR (54) 20x9' PARKING SPACES. REMOVE TOPSOIL. SLOPE AT 4% FROM EDGE OF EXISTING ASPHALT, 6" GRAVEL DEPTH, OR 6" ASPHALT MILLING DEPTH (ALTERNATE).

TAYLOR AVENUE

(OC-25) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 36" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5, W 12" CHECK DAMS EVERY 50 FT, SEE DETAIL SHT. DT.R4

LOCATE 3' x 3' MIN. SITE BOULDERS TO BE SPACED AT REAR OF PARKING STALL FOR AUTO SAFETY. BOULDERS TO BE PLACED 18" UNDERGROUND WITH 18" ABOVE GROUND.

APPROXIMATE LIMITS OF CONTAMINATED SOIL REMOVAL. SEE SHEET D.2

44 LF 24" RCP @ 1.3%, INV. IN 39.00, INV. OUT 38.43 SEE DETAIL SHT. DT.R4

TW 43.0 BW 42.0

TW 45.0 BW 43.5

TW 47.0 BW 45.6

INSTALL BOULDER WALL WHERE NEEDED TO ENABLE DITCH DEPTH & BE ABLE TO CATCH GRADE ON THE DOWNHILL SIDE, DETAIL SHT. DT.R3

(OC-28) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 24" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5, W 12" CHECK DAMS EVERY 50 FT.

TW 49.0 BW 47.5

TW 51.0 BW 50.2

INSTALL 130 LF GUARDRAIL PER CDOT M 606-1. USE CAUTION WHEN PLACING POSTS NOT TO DAMAGE STORM PIPES & UTILITIES

(OC-10) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 36" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5, W 12" CHECK DAMS WHERE SHOWN, SEE DETAIL SHT. DT.R4

TYPE R CURB INLET STRUCTURE #F W SNOUT & BIO-SKIRT, CL LIP EL:36.44, INV. EL: 32.32, 4.5' SUMP, 18F SNOUT

24 LF 18" ADS-N12 @ 2.1%

40 LF 24" RCP @3.5%, INV. IN 32.38, INV. OUT 30.99 SEE DETAIL SHT. DT.R4

TYPE R CURB INLET STRUCTURE #E W SNOUT & BIO-SKIRT, CL LIP EL:36.20, INV. EL: 32.38, 4.5' SUMP, 18F SNOUT

MILES END LANE

24 LF 18" ADS-N12 @ 2.1%

TYPE R CURB INLET STRUCTURE #C W SNOUT & BIO-SKIRT, CL LIP EL:35.60, INV. EL (E.): 31.87, INV. EL (SW.): 31.67, 4.5' SUMP, 18F SNOUT

56 LF 18" ADS-N12 @ 2.1%, INV. OUT 30.49 W FES

TYPE R CURB INLET STRUCTURE #D W SNOUT & BIO-SKIRT, CL LIP EL:36.02, INV. EL (E.): 31.80, INV. EL (W.): 31.60, 4.5' SUMP, 18F SNOUT

97 LF 18" ADS-N12 @ 4.3%, INV. OUT 30.44 W FES

(OC-10) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 48" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5, W 12" CHECK DAMS WHERE SHOWN, SEE DETAIL SHT. DT.R4

INSTALL 120 LF GUARDRAIL PER CDOT M 606-1. USE CAUTION WHEN PLACING POSTS NOT TO DAMAGE STORM PIPES & UTILITIES

TYPE R CURB INLET STRUCTURE #B W SNOUT & BIO-SKIRT, CL LIP EL:29.95, INV. IN: 27.03, INV. OUT 26.83, SUMP EL: 23.0

4 LF 18" ADS-N12 @ 2.0%, INV. OUT 26.75 W FES

FOURTH STREET

24 LF 18" ADS-N12 @ 1.0%

TYPE R CURB INLET STRUCTURE #A W SNOUT & BIO-SKIRT, CL LIP EL:29.95, INV. EL: 27.27, SUMP EL: 23.52

TYPE 16 DOUBLE CURB INLET STRUCTURE (#3)W SNOUT & BIO-SKIRT, GRATE FL EL:29.22 INV. EL: 25.72, 4.5' SUMP, 18F SNOUT

34 LF 18" ADS-N12 @ 2.70%, INV. OUT 24.80

20 LF 18" ADS-N12 @ 10.5%, INV. IN 27.50 W FES

TYPE 16 DOUBLE CURB INLET STRUCTURE (#2)W SNOUT & BIO-SKIRT, GRATE FL EL:28.20 INV. EL (E. W): 25.40, 4.5' SUMP, 18F SNOUT

INSTALL V DITCH, 12" DEEP W 2.5:1 SIDESLOPES

MINTURN ROAD

52 LF DUAL 24" RCP @ 2.58%, INV. IN 26.14, INV. OUT 24.80 SEE DETAIL SHT. DT.R4

RIPRAP SWALES TO EXISTING CHANNEL, 12" NOMINAL SIZE RIPRAP, 24" DEEP. DETAIL SHEET DT.R1

REPLACE EX. 15" HDPE

THERE IS A POSSIBILITY THAT A 200 PAIR UNDERGROUND COPPER TELEPHONE CABLE EXISTS ALONG THE MINTURN ROAD CORRIDOR. LOCATE PRIOR TO CONSTRUCTION.

EXISTING CHANNEL

REGRADE & RIPRAP 15 LF. OF CHANNEL 12" NOMINAL SIZE RIPRAP, 24" DEEP. DETAIL SHEET DT.R1

34 LF 18" ADS-N12 @ 1.2%, INV. OUT 25.00 W FES

EARTHWORK FILL MATERIAL PLACED BETWEEN MILES END ROAD AND THE BUILDING SETBACK SHALL BE MOISTURE CONTROLLED AND COMPACTED TO 95% STANDARD PROCTOR, TYP.

GENERAL SHEET NOTES:

USE EXTREME CAUTION IN THE VICINITY OF THE HIGH PRESSURE GAS LINES, TYP.

SEE POINT TABLE ON SHEET C18, TYP.

9 (0166) 10 (0156) 11 (0146) 12 (0136) 13 (0126) 14 (9112) 15 (0096) 16 20 (0185) 21 (0171) 22 (0155) 23 (0141) 24 (0125) 25 (0111) 26 (0095) 27 (0083)

Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: *TBD*

If "Yes", SUE Certification by:
Firm: *TBD*
Job #: *TBD*
Date: *TBD*

Engineer or Surveyor Seal
COLORADO LICENSED
BRUCE D'LEMPS
5/1/24
19082
PROFESSIONAL ENGINEER

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 20' 40'
Scale: 1" = 20'

Know what's **below.** **Call** before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.

Overall Grading and Drainage Plan
Construction Plan Set 5/1/24

No.	Date	Revision	By
1			
2			
3			
4			
5			
6			
7			
8			
9			

PROJECT NO. *22036*
Designer: *PAH*
Drafter: *BUI*
Date: *12/25/22*

Sheet *C.5*

File Name: *22036 c-grading.dwg*

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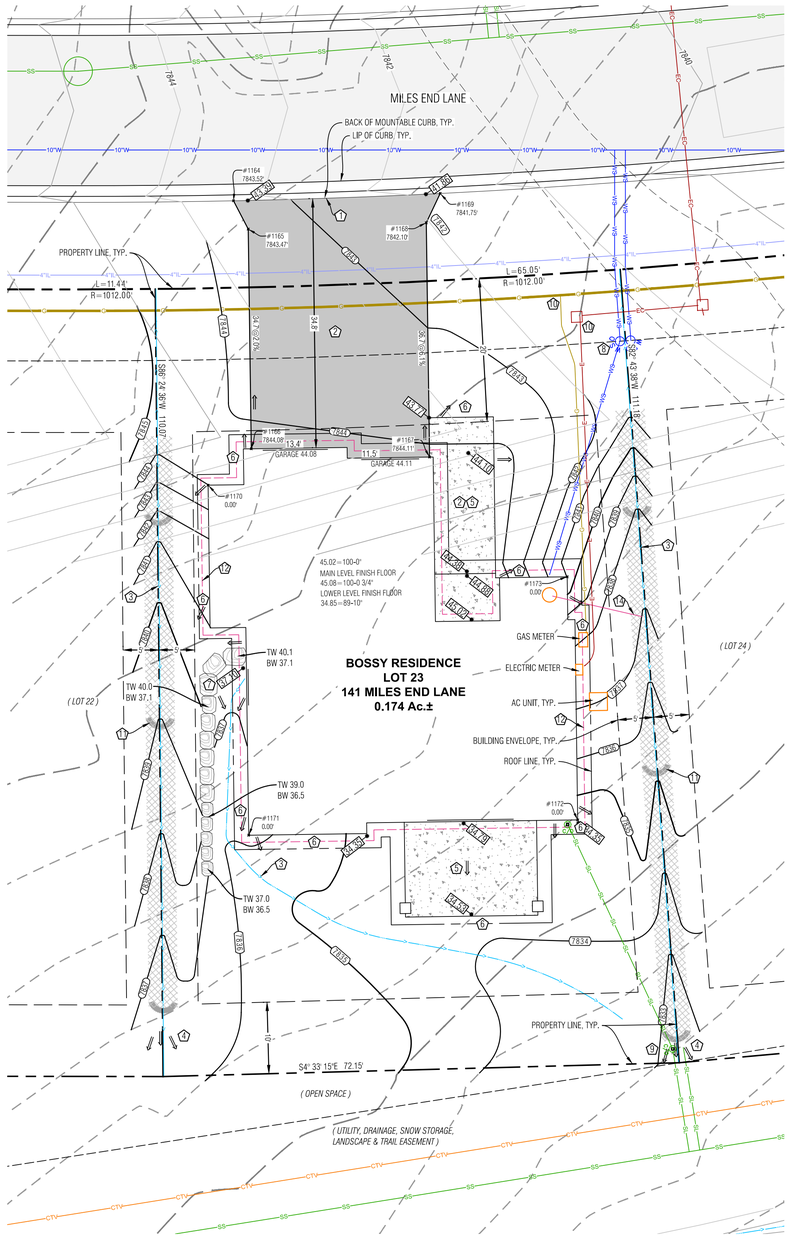


LEGEND

TW	TOP OF WALL
BW	BOTTOM OF WALL
GB	GRADE BREAK
EX	EXISTING
LP	LOW POINT
HP	HIGH POINT
06.75	PROPOSED SPOT ELEVATION
	DRAINAGE SWALE
	FLOW ARROW
SCF	SEDIMENT CONTROL FENCE
8020 / 8018	PROPOSED MAJOR/MINOR CONTOUR
8020 / 8018	EXISTING MAJOR/MINOR CONTOUR
	EROSION LOGS
	ASPHALT DRIVEWAY & AUTOCOURT
	NORTH AMERICAN GREEN SC-250BN EROSION CONTROL FABRIC, OR RIPRAP ALTERNATIVE
	FLAGNOTE
	EX CURB STOP
PROPOSED / EXISTING E	POSSIBLE ELECTRIC SERVICE
G	POSSIBLE GAS SERVICE
WS	POSSIBLE WATER SERVICE
SL	POSSIBLE SEWER SERVICE
	FOUNDATION DRAIN
6"SD	DOWNSPOUT & STORM DRAIN WITH SIZE
	BOULDER WALL

Point Table

Point #	Desc.	Elev.	North	East
1164	Driveway	7843.52'	3980.70	5455.82
1165	Driveway	7843.47'	3978.44	5451.98
1166	Driveway	7844.08'	3976.39	5421.34
1167	Driveway	7844.11'	3951.45	5421.50
1168	Driveway	7842.10'	3953.63	5454.17
1169	Driveway	7841.75'	3951.91	5458.37
1170	House Corner	0.00'	3982.15	5415.94
1171	House Corner	0.00'	3973.90	5367.38
1172	House Corner	0.00'	3928.10	5371.94
1173	House Corner	0.00'	3931.36	5405.80

NOTES:

1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC., JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.

2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.

3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.

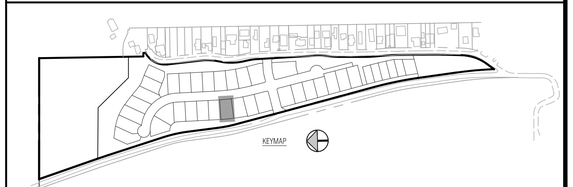
4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.

5) LOT AREA: 7,561 SF ±
DISTURBANCE AREA: 7,561 SF ±

6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.

FLAGNOTES:

1. MATCH TO BACK OF EXISTING CURB.
2. PROPOSED ASPHALT DRIVEWAY, AUTO-COURT AND CONCRETE WALKWAYS. STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT, ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
3. PROVIDE DRAINAGE SWALE AS SHOWN, WITH NORTH AMERICAN GREEN SC250 EROSION FABRIC OR RIPRAP WHERE SLOPE EXCEEDS 5%, SEE DETAIL.
4. WHERE PROPOSED SWALE DAYLIGHTS WITH NATURAL GROUND, FAN OUT DRAINAGE SWALE TO EVENLY DISSIPATE DRAINAGE, TYP.
5. SLOPE PATIOS, DECKS AND WALKS AT 2% MIN. AWAY FROM THE STRUCTURE.
6. GRADE AROUND THE PERIMETER OF BUILDING AS NECESSARY 10% FOR 5-FEET MIN. (10 FT. WHERE POSSIBLE) IN UNPAVED AREAS TO ENSURE PROPER DRAINAGE AWAY FROM THE FOUNDATION. IT WILL BE IMPORTANT TO CONSTRUCT AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING, WALKS AND WALLS TO EITHER THE AUTOCOURT, THE OUTLET SWALE, OR DOWNWARD SLOPING NATURAL GRADE. VERIFY DRAINAGE AND SWALE INTEGRITY ON A REGULAR BASIS.
7. INSTALL BOULDER WALL FOR LANDSCAPE AREAS PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
8. LOCATE EXISTING CURB STOP, CONFIRM LOCATION AND CONNECTION WITH THE WATER & SANITATION DISTRICT, CONNECT AND EXTEND NEW WATER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS.
9. APPROXIMATE LOCATION OF SEWER SERVICE STUB. CONFIRM INVERT PRIOR TO CONSTRUCTION FOR ABILITY TO SERVICE HOUSE BY GRAVITY, OR WHETHER A PUMP MAY BE REQUIRED. CONNECT AND EXTEND NEW SEWER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS. INSTALL CLEANOUTS AT HOUSE EXTERIOR AND ALL BEND LOCATIONS.
10. LOCATE, CONNECT TO, AND EXTEND GAS, ELECTRIC, AND COMMUNICATION SERVICES TO METER CABINET AND GAS METER LOCATION. MAINTAIN COVER & CLEARANCES BETWEEN/OVER NEW SERVICES PER UTILITY REGULATIONS.
11. EROSION LOGS PER DETAIL ON SHEET C2.
12. FOUNDATION DRAIN, TYP., INSTALL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. DRAIN @ 0.5% MIN. TO DAYLIGHT, SEE DETAIL ON SHT. C2.
13. EXTEND THE FOUNDATION DRAIN FROM SUMP PUMP IN HOUSE TO DAYLIGHT WITH SOLID PIPE. COVER WITH A RODENT SCREEN AT END.



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& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION
Review

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811
Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 23, Minturn North P.U.D.

Site, Grading and Drainage Plan

DRB Submittal 5/31/24

No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO.
23035
Designer:
PAH
Drafter:
BUI
Date:
5/27/24

Sheet
C1

File Name: ***mn lot 23 sp-01.dwg***

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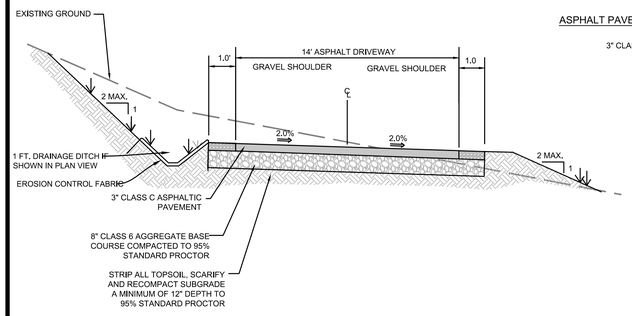
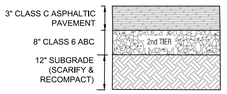


ASPHALT PAVEMENT SECTION



PAVEMENT SECTION

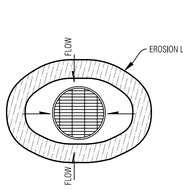
NOTE:
1. ALL AGGREGATE & SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR AT A MOISTURE CONTENT WITHIN 2% OF OPTIMUM.
2. IN NEW PAVING LOCATIONS STRIP ALL TOPSOIL, SCARIFY AND RECOMPACT SUBGRADE A MINIMUM OF 12" DEPTH TO 95% STANDARD PROCTOR.
3. EXTEND THE SECOND TIER (12" CLASS 2 ROAD BASE, OR 8" CLASS 6 ROAD BASE) 1 FT. BEYOND EDGE OF PAVEMENT OR GRAVEL SURFACE, BOTH SIDES.

DRIVEWAY & AUTOCOURT SECTION

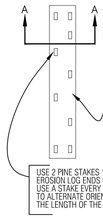
N.T.S. CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

PROPOSED DRIVEWAY TYP. SECTION

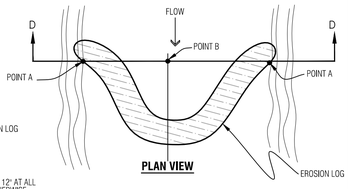
N.T.S. TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER



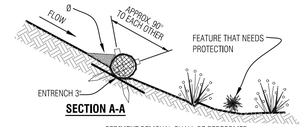
AREA DRAIN



PLAN VIEW

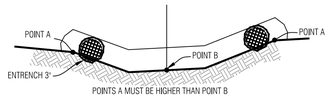


PLAN VIEW



SECTION A-A

Ø SEDIMENT REMOVAL SHALL BE PERFORMED CONTINUOUSLY FOR PROPER FUNCTION.

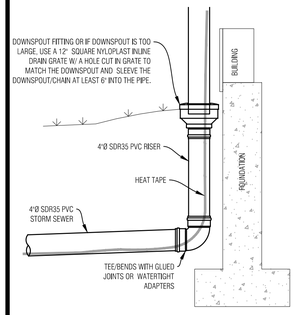


SECTION D-D

Temporary Erosion Control Log

N.T.S.

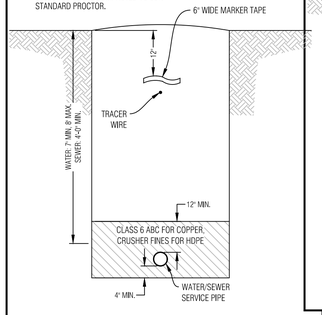
NOTES:
1. ROOF AND AREA DRAINS SHALL NOT BE CONNECTED TO THE FOUNDATION DRAIN SYSTEM.
2. ALL DOWNSPOUTS SHALL BE CONNECTED TO ADS N-12-WT CPP (WATERTIGHT), SCH.40 PVC OR SDR35 PVC. FLEXIBLE CORRUGATED PLASTIC IS NOT ACCEPTABLE.
3. ADDITIONAL FITTINGS AND BENDS MAY BE REQUIRED TO DEFLECT OVER OR AROUND LANDSCAPE WALLS.
4. HEAT TAPE SHALL BE INSTALLED IN ALL DOWNSPOUTS/STORM SEWER PIPES.



TYP. DOWNSPOUT CONNECTION

N.T.S.

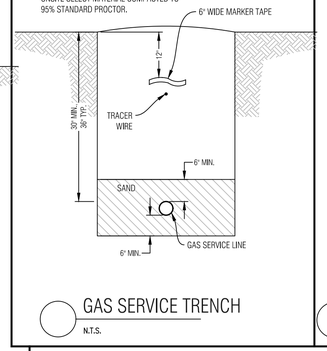
NOTES:
1. WATER SHALL BE INSTALLED WITH AT LEAST 10' OF SEPARATION BETWEEN WATER/SEWER AND 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



WATER/SEWER SERVICE TRENCH

N.T.S.

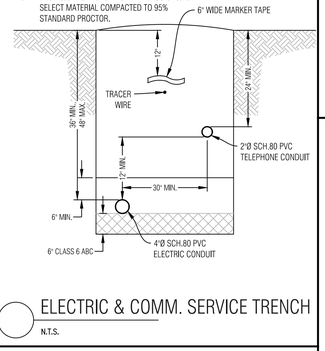
NOTES:
1. GAS SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



GAS SERVICE TRENCH

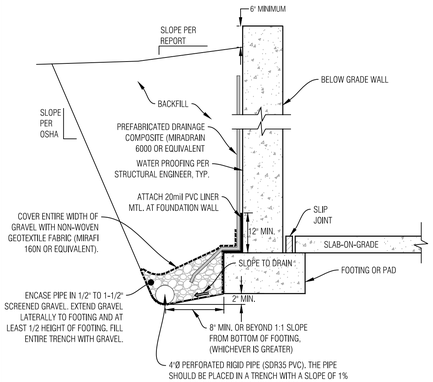
N.T.S.

NOTES:
1. ELECTRIC & TELEPHONE SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



ELECTRIC & COMM. SERVICE TRENCH

N.T.S.



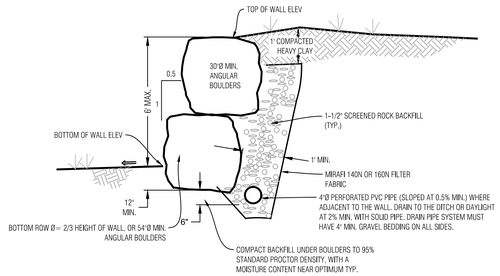
NOTES:
1. THE BOTTOM OF THE DRAIN SHOULD BE AT LEAST 2 INCHES BELOW BOTTOM OF FOOTING AT THE HIGHEST POINT AND SLOPE DOWNWARD TO A POSITIVE GRAVITY OUTLET OR TO A SUMP WHERE WATER CAN BE REMOVED BY PUMPING.
2. CONTRACTOR TO FOLLOW ANY ADDITIONAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER

TYPICAL FOUNDATION DRAIN

N.T.S.

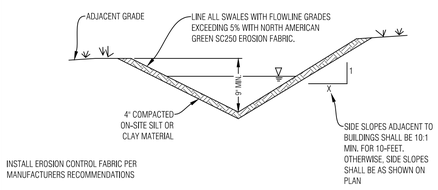
CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

NOTES:
1. THIS DETAIL IS FOR RETAINING LANDSCAPED AREAS ONLY AND SHALL NOT BE USED TO RETAIN STRUCTURE OR VEHICLE LOADED AREAS.
2. FREE DRAINING WALL BACKFILL SHOULD BE CAPPED WITH AT LEAST 12 INCHES OF COMPACTED HEAVY CLAYS TO REDUCE SURFACE WATER INFILTRATION.
3. ROUND RIVER BOULDERS ARE NOT ACCEPTABLE.
4. SET BASE ROWS ON BENCHES WHERE THE TOPSOIL HAS BEEN REMOVED AND THE SUBBASE HAS BEEN SCARIFIED TO 9" MINIMUM DEPTH & RECOMPACTED TO 95% STANDARD PROCTOR.
5. CARE SHOULD BE TAKEN NOT TO OVER COMPACT THE BACKFILL OR USE LARGE EQUIPMENT NEAR THE WALL.
6. SELECT AND PLACE BOULDERS IN A MANNER WHICH PERMITS AT LEAST 30% CONTACT AREA WITH ADJACENT BOULDERS.
7. PLACE LARGER BOULDERS AT BOTTOM AND TRANSITION TO SMALLER BOULDERS AT TOP OF WALL. UNDER NO CIRCUMSTANCES SHOULD ANY BOULDER BE PLACED ON TOP OF ANOTHER BOULDER WHICH IS SMALLER THAN ITSELF.



BOULDER WALL DETAIL, LANDSCAPED AREA

N.T.S.



INSTALL EROSION CONTROL FABRIC PER MANUFACTURERS RECOMMENDATIONS

TYPICAL SWALE SECTION

N.T.S. SHAPE DITCH ACCORDING TO SITE PLAN

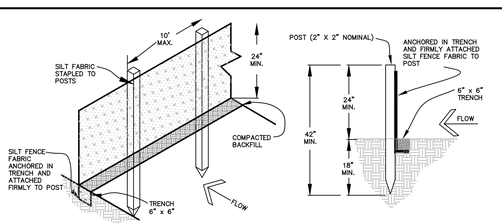
NOTE
SEE THE GRADING, DRAINAGE AND EROSION CONTROL SHEET FOR SWALE LOCATIONS

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL MEET OR EXCEED THE CURRENT CONSTRUCTION AND DESIGN STANDARDS ESTABLISHED BY THE DESIGN GUIDELINES AND TOWN OF MINTURN AND BE SUBJECT TO OBSERVATION BY THE TOWN AND THE PROJECT ENGINEER. IN THE EVENT OF CONFLICT PUD GUIDELINES SUPERCEDE TOWN.
2. THIS DESIGN WAS PREPARED WITHOUT THE BENEFIT OF A SUBSURFACE UTILITY ENGINEERING (SUE) STUDY OR MAP. THIS DESIGN HAS BEEN PREPARED FOR A PRIVATE DEVELOPMENT USING EXISTING UTILITY INFORMATION PROVIDED BY OTHERS. EXISTING UTILITIES ARE SHOWN AS THEY ARE BELIEVED TO EXIST, BUT MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. BOUNDARIES UNLIMITED INC. DID NOT CONFIRM ANY DATA PROVIDED OR PERFORM ANY ADDITIONAL RESEARCH OR NOTIFICATION TO ELEVATE THESE PLANS TO SENATE BILL 18-167 STANDARDS, AS SUCH, BOUNDARIES UNLIMITED INC. MAKES NO GUARANTY, EXPRESSED OR IMPLIED, FOR THE LOCATION OF SUBSURFACE UTILITIES CONTAINED WITHIN THIS PLAN SET. IF THE CLIENT AND/OR CONTRACTOR REQUIRES A SUBSURFACE UTILITY ENGINEERING STUDY OR MAP FOR FULL COMPLIANCE WITH SENATE BILL 18-167, THEN A MORE EXHAUSTIVE INVESTIGATION SHALL BE OBTAINED BY THE CLIENT AND/OR CONTRACTOR PRIOR TO COMMENCING WITH ANY CONSTRUCTION. OTHERWISE, PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER OF ANY POTENTIAL CONFLICTS PRIOR TO UTILITY CONSTRUCTION SO THAT LINE OR GRADE CHANGES CAN BE MADE TO AVOID A CONFLICT WITH ANY EXISTING UTILITY. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION AND, AT NO EXPENSE TO THE CLIENT OR PROJECT ENGINEER, REPAIR ANY DAMAGED UTILITIES.
3. ALL EXCAVATIONS FOR UTILITY LINES, RETAINING WALLS, ROADWAYS, BUILDING STRUCTURES, DRAINAGE FACILITIES AND TRENCHES, SHALL MEET THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), COLORADO INDUSTRIAL COMMISSION, OR THE COLORADO DIVISION OF MINES, WHICH EVER APPLIES. SAFETY IS THE CONTRACTOR'S RESPONSIBILITY. NO OTHER PARTIES ARE RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATING HERETO.
4. COMPACTION MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE TOWN AND THE PROJECT ENGINEER PRIOR TO ACCEPTANCE. COMPACTION SHALL MEET OR EXCEED TOWN REGULATIONS. 95% STANDARD PROCTOR DENSITY IS REQUIRED FOR ALL ROADWAY AND DRIVEWAY SUBGRADE CONSTRUCTION AND TRENCH BACKFILL UNDER THE SAME, & 90% STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS, UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER. SEE SOILS REPORT FOR STRUCTURAL FOUNDATION RECOMMENDATIONS.
5. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE STREET RIGHT OF WAY AND PROPERTY OWNED, OR EASEMENTS PROVIDED TO OWNER. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER INVOLVED. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL ENSURE DRAINAGE AWAY FROM ALL STRUCTURES IN ALL DIRECTIONS. DO NOT ALLOW WATER TO POND ON-SITE, PROVIDE SWALES TO DRAINAGE STRUCTURES AND RUNOUT. SHALLOW DRAINAGE SWALES HAVE A TENDENCY OVER TIME TO FILL IN & BECOME LESS EFFECTIVE. PERIODIC MAINTENANCE, AT LEAST TWICE A YEAR, IS NECESSARY TO CHECK THE INTEGRITY OF THE SWALE & MAINTAIN DRAINAGE CHARACTERISTICS. BUILDING FOUNDATION WALL HEIGHT TO BE A MINIMUM OF 6" ABOVE FINISH GROUND AT EXTERIOR WALL.
7. THE CONTRACTOR SHALL AT ALL TIMES KEEP TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.
8. ON-SITE OBSERVATIONS AND REVIEW CONDUCTED BY THE TOWN OR THE PROJECT ENGINEER OF CONSTRUCTION WORK IN PROGRESS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY BY THE TOWN OR THE PROJECT ENGINEER OF THE COMPLETED WORK AND THE CONTRACTOR'S RESPONSIBILITIES.
9. THE CONTRACTOR SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO SIGNIFICANTLY REDUCE ANY POTENTIAL POLLUTION CAUSED BY HIS ACTIVITIES, INCLUDING VEHICLE FUELING, STORAGE OF FERTILIZERS OR CHEMICALS, ETC. THE CONTRACTOR SHALL HAVE IDENTIFIED PROCEDURES FOR HANDLING POTENTIAL POLLUTANTS AND IDENTIFIED SPILL PREVENTION AND RESPONSE PROCEDURES PRIOR TO ANY ACTIVITIES AT THE PROJECT SITE.
10. THE CONTRACTOR SHALL NOT SCALE DRAWINGS FOR CONSTRUCTION PURPOSES. ANY MISSING DIMENSIONS OR DISCREPANCIES IN PLANS, FIELD STAKING, OR PHYSICAL FEATURES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER. IF THE CONTRACTOR PROCEEDS WITH THE WORK WITHOUT NOTIFYING THE ENGINEER, HE DOES SO AT HIS OWN RISK.
11. DISPOSAL OF TRASH, ASPHALT, CONCRETE AND CONSTRUCTION DEBRIS IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE CONSIDERED PART OF THE WORK.
12. HORIZONTAL & VERTICAL INFORMATION FOR EXISTING PROPERTY LINES, TOPOGRAPHY, ROADWAY, UTILITIES & DRAINAGE STRUCTURES WERE TAKEN FROM THE DESIGN DRAWINGS FOR THE MINTURN NORTH PUD, ALSO SEE LANDSCAPE, ARCHITECTURAL AND STRUCTURAL ENGINEERING PLANS FOR ADDITIONAL BUILDING AND LANDSCAPE INFORMATION.
13. IN NON HARDSCAPE AREAS, GRADE AT A MINIMUM OF 12" IN THE FIRST 5 FEET AWAY FROM THE STRUCTURE, OR AS DIRECTED BY THE GEOTECHNICAL STUDY. EXTERIOR BACKFILL SHOULD BE ADJUSTED TO NEAR OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN PAVEMENT AREAS AND TO AT LEAST 90% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. SEE & FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL SUBSOIL STUDY BY KUMAR & ASSOCIATES, INC. DATED _____, JOB NO. _____.
14. ALL PRODUCT INFORMATION SHOWN IS AS PROVIDED BY THE MANUFACTURER. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE INSTALLATION OF ALL MATERIALS WITH SPECIAL ATTENTION TO PROPER SEALING OF MATING SURFACES. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE DELIVERED PRODUCTS AND THOSE SHOWN ON THIS PLAN.
15. FOUNDATION AND RETAINING WALL DESIGNS TO BE OBTAINED FROM, OR VERIFIED BY THE PROJECT STRUCTURAL OR GEOTECHNICAL ENGINEER.
16. THE FOUNDATION DRAIN SYSTEM SHALL BE INSTALLED PER THE RECOMMENDATION OF THE STRUCTURAL AND GEOTECHNICAL ENGINEERS.
17. THE SURVEYOR RESPONSIBLE FOR STAKING THE FOUNDATION OF THE HOUSE IS RESPONSIBLE TO MAKE SURE HE HAS THE LATEST SITE, FOUNDATION & ARCHITECTURAL PLANS AVAILABLE, ALONG WITH ANY UPDATED LOTLINE, SETBACK & EASEMENT INFORMATION.
18. INSTALL ROOF GUTTERS AND DOWNSPOUTS THAT DISCHARGE WELL BEYOND THE LIMITS OF ALL BACKFILL. CONFIRM DOWNSPOUT DRAINAGE HAS GOOD POSITIVE GRADE RUNNING AWAY FROM THE HOUSE. STORM DRAIN PIPES TO BE INSTALLED WITH 1% MINIMUM SLOPE TO THE OUTFALL POINTS. HEAT TAPE SHALL BE INSTALLED IN ALL EXTERIOR ROOF GUTTERS, DRAIN PIPES, DOWNSPOUTS, AREA DRAINS, TRENCH DRAINS, STORM DRAIN PIPES AND GRATED STRUCTURES.
19. LANDSCAPING WHICH REQUIRES REGULAR HEAVY IRRIGATION SUCH AS SOD, AND LAWN SPRINKLER HEADS SHOULD BE LOCATED AT LEAST 10 FEET FROM FOUNDATION WALLS.
20. ACCUMULATED SNOWFALL SHALL BE REMOVED TO GRASS AREA TO ENSURE THAT PROPER DRAINAGE AWAY FROM THE BUILDING IS MAINTAINED.
21. FINISH GRADE & SPOT ELEVATIONS AT THE EXTERIOR OF THE STRUCTURE ASSUME THAT THE FOUNDATION WALLS EXTEND ABOVE THE BUILDING FINISH FLOOR & HANGER FLOOR JOISTS ARE USED. EXTERIOR GRADE TO BE A MINIMUM OF 6" BELOW TOP OF FOUNDATION WALL. THE FOUNDATION WALL HEIGHT MAY NEED TO BE EXTENDED IN ORDER TO ACHIEVE POSITIVE DRAINAGE AWAY FROM THE STRUCTURE.
22. INSTALL DEEP & SHALLOW UTILITY SERVICES ACCORDING TO RESPECTIVE UTILITY COMPANY OR METRO DISTRICT SPECIFICATIONS AND REGULATIONS. HORIZONTAL LOCATIONS OF SERVICE LINES ARE SUGGESTIONS ONLY, PROPOSED UTILITY SERVICES TO THE RESIDENCE MAY BE VARIED FROM THE LOCATIONS SHOWN. ALL WATER AND SEWER SERVICES SHALL BE INSTALLED PER METRO DISTRICT REGULATIONS.
23. DRAINAGE PIPES CALLED OUT AS ADS SHALL BE ADVANCED DRAINAGE SYSTEMS N-12 WATER RESISTANT PIPE (ADS N-12-WT) OR ENGINEER APPROVED EQUAL. ALL PIPES SHALL BE INSTALLED WITH WATERTIGHT CONNECTIONS.
24. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITTING FOR CONSTRUCTION FROM THE APPROPRIATE GOVERNMENTAL ENTITIES.
25. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.

GENERAL NOTES

N.T.S.



EROSION CONTROL NOTES:

1. IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL MEASURES SHALL PRECEDE STRIPPING OF NATIVE VEGETATIVE COVER AND AS GRADING PROGRESSES.
2. ALL TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. STRAW BALE DIKES OR SILT FENCING MAY REQUIRE PERIODIC REPLACEMENT. SEDIMENT TRAPS WILL REQUIRE PERIODIC SEDIMENT REMOVAL.
3. INSTALL PERMANENT EROSION FABRIC IN THE FLOW LINES OF DRAINAGE SWALES.

SEDIMENT CONTROL FENCE DETAIL

N.T.S.

Boundaries Unlimited Inc.
Civil Engineering Surveying & Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR Review CONSTRUCTION

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811 Know what's below. Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 23, Minturn North P.U.D.

Notes and Details

DRB Submittal 5/31/24

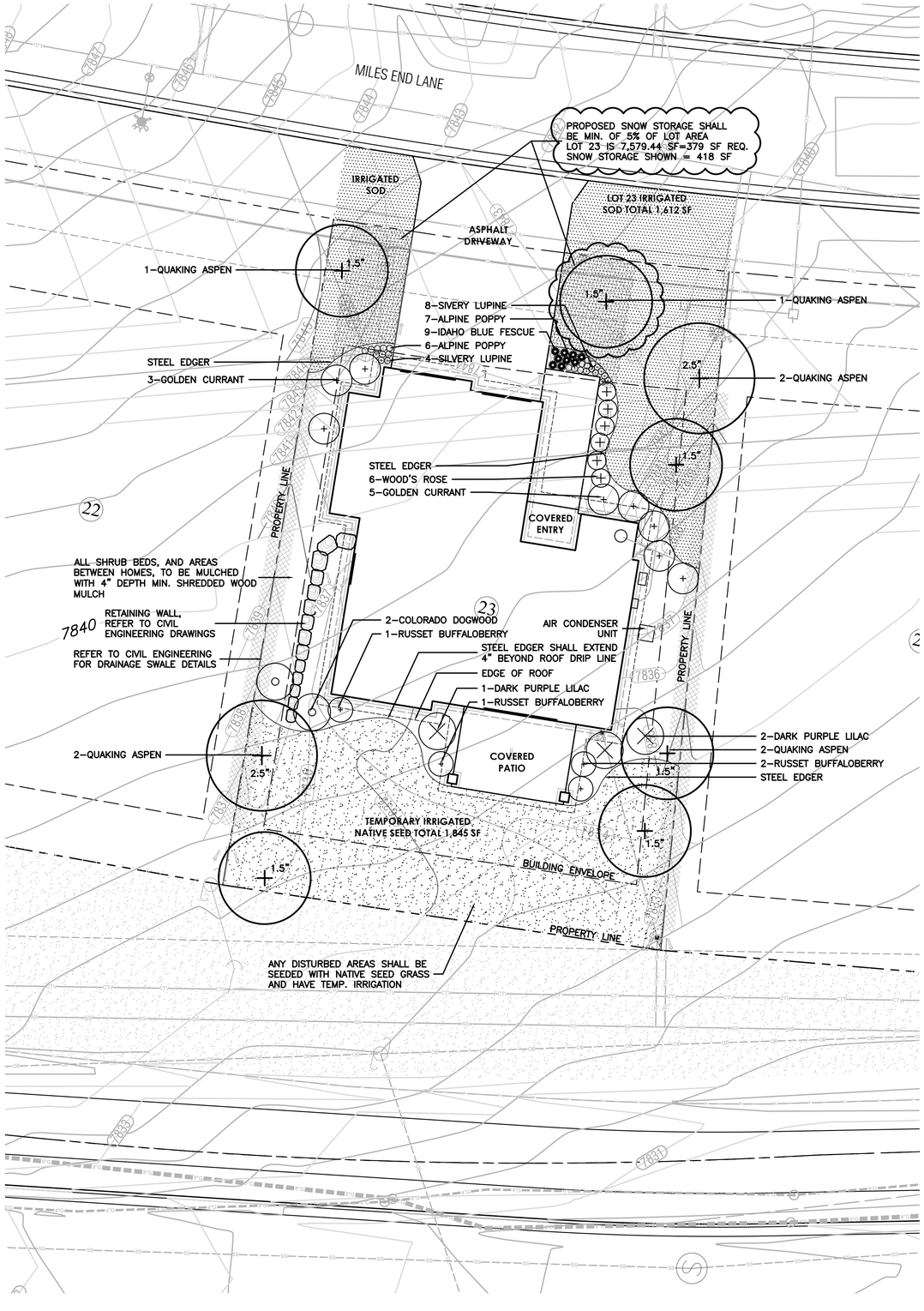
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO. ***23035***
Designer: ***PAH***
Drafter: ***BUI***
Date: ***5/27/24***

Sheet ***C2***

File Name: ***mn lot 23 sp-01.dwg***

N:\PROJECTS\2023\23035-Minturn North Individual Lots\dwg\Lot 23 Bossy\MN Lot 23 SP-01.dwg 5/30/2024 12:43 PM



LEGEND

- IRRIGATED SOD, REFER TO L2 FOR DETAILS
- NATIVE SEED MIX WITH TEMPORARY IRRIGATION, REFER TO L2 FOR DETAILS
- PROPOSED RETAINING WALL, REFER TO CIVIL ENGINEERING FOR DETAILS
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS SHRUBS
- PROPOSED ORNAMENTAL GRASSES
- PROPOSED FLOWERING PERENNIALS
- SNOW STORAGE AREA

Know what's below. Call before you dig.

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.

LOT 23-LANDSCAPE PLAN

TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

VERIFIED SQUARE FEET OF LOT AREA FOR SNOW STORAGE CALCULATION AND MOVED IT OUT OF ROW. MOVED ASPEN OUT OF ROW: 6.26.24

0 5 10 20
SCALE: 1"=10'-0"

REVISED DRB SUBMITTAL

SHEET TITLE:

PROPOSED LANDSCAPE PLAN

SCALE: 1"=10'-0"

SHEET NUMBER:

L1

General Notes and Specifications:

1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and Town of Minturn standards.
4. See Civil Engineering sheets for final grading and drainage.
5. Snow Storage area shall be a min. of 25% of all driveway and parking areas.

Revegetation Notes:

1. Seed shall be broadcast and raked to ¼" depth.
2. Apply Biodegradable Green Dyed-Wood Celluose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
3. Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ⅓ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:

Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop–Up Spray Irrigation For Bluegrass Sod	1,612 SF
	Permanent micro–spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	8 TREES x 4.5 SF = 36 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,769 SF
	Temporary Spray Irrigation For Native Seed	1,845 SF

IRRIGATION NOTES:

1. DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED SOD, NATIVE SEED GRASS, AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MICRO–SPRAY HEADS OR DRIP IRRIGATION, DEPENDING ON PLANT MATERIAL, IN PERENNIAL AND GROUNDCOVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE, AND POP–UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
2. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.

ALL DISTURBED AREAS SHALL BE SEEDED WITH: 'DRY NATIVE MOUNTAIN' SEED MIX

THIS SEED MIX HAS BEEN CHOSEN FOR THE SPECIFIC PROJECT LOCATION AND ELEVATION. LANDSCAPE INSTALLER SHALL NOT DEVIATE FROM THIS REVEGETATION SEED MIX WITHOUT WRITTEN APPROVAL FROM THE RESORT CONCEPTS SITE MANAGER.

COMMON NAME	SEEDING RATE % MIX	BULK LBS PER ACRE
SANDBERG BLUE	10%	5.00
MOUNTAIN BROME	20%	10.00
SLENDER WHEATGRASS	15%	7.50
BLUEBUNCH WHEATGRASS	10%	5.00
ROCKY MOUNTAIN FESCUE	10%	5.00
THICKSPIKE WHEATGRASS	15%	7.50
BOTTLEBRUSH SQUIRRELTAIL	2.5%	1.25
STREAMBANK WHEATGRASS	15%	7.50
PRAIRIE JUNEGRASS	2.5%	1.25
TOTAL LBS./ACRE	100%	50

NOTES:

PERCENTAGES OF MIXES VARY YEAR–TO–YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY, CO 80632.
PHONE: 1–800–782–5947
WEBSITE: PAWNEEBUTTESSEED.COM

PROPOSED PLANT MATERIALS LIST

Note: All plant material has been chosen from the CSU Extension Office recommended plant lists. These lists have been cross referenced to find suitable plants for the elevation of Minturn (10,000 ft and above), and also to maximize use of plants native to the area, low-water use plants, and plants that enhance habitat and food sources for insects, butterflies, birds and other animals. The cross referenced lists are the following:

- CSU Extension, Fire Wise Plant Materials - 6.305
- CSU Extension, Trees and Shrubs for Mountain Areas - Fact Sheet No. 7.423
- CSU Extension, Low-Water Native Plants for Colorado Gardens, Mountains 7,500' and Above - CO Native Plant Society
- CSU Extension, Native Trees for Colorado Landscapes - Fact Sheet No. 7.421
- CSU Extension, Native Shrubs for Colorado Landscapes - Fact Sheet No. 7.422

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
	DECIDUOUS TREES			
6	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
2	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
	ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)			
9	Idaho Fescue Grass, Festuca idahoensis 'Siskiyou Blue'	1 & 2	1 gal.	Container Full
	PERENNIAL FLOWERS (planted @ 12" O.C. spacing)			
13	Alpine Poppy Papaver alpinum	1 & 2	Flats of 15	
12	Silvery Lupine Lupinus argenteus	1 & 2	Flats of 15	
	DECIDUOUS SHRUBS			
2	Colorado Dogwood Cornus sericea coloradense	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
3	Dark Purple Lilac Syringa vulgaris 'Yankee Doodle'	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
8	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
4	Russet Buffaloberry Shepherdia canadensis	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
6	Wood's Rose Rosa woodsii	1 & 2	5 gal.	Container, 5 canes minimum 12"–18" ht.

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.
LOT 23-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

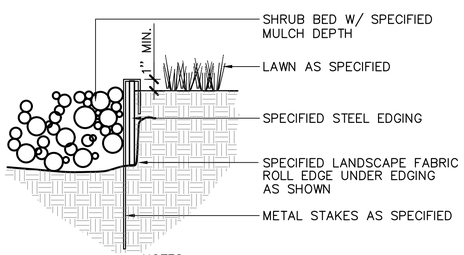
DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

VERIFIED SQUARE FEET OF LOT AREA FOR SNOW STORAGE CALCULATION AND MOVED IT OUT OF ROW. MOVED ASPEN OUT OF ROW: 6.26.24

REVISED DRB SUBMITTAL

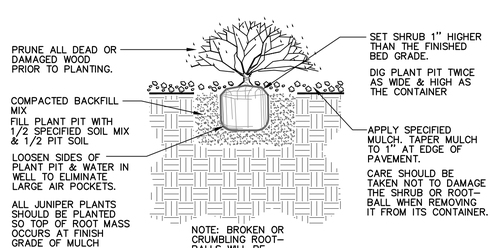
SHEET TITLE:
LANDSCAPE NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER: L2

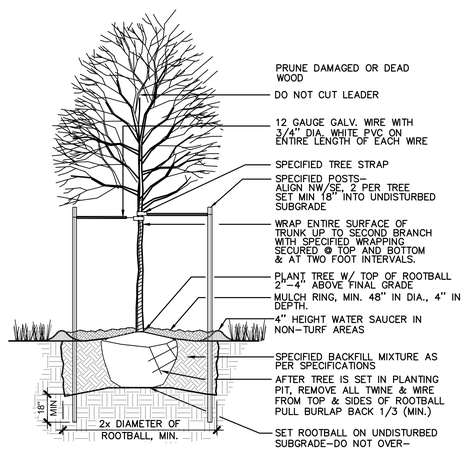


NOTES:
1) SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
2) EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
3) ALL JOINTS TO BE SECURELY STAKED.
4) CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

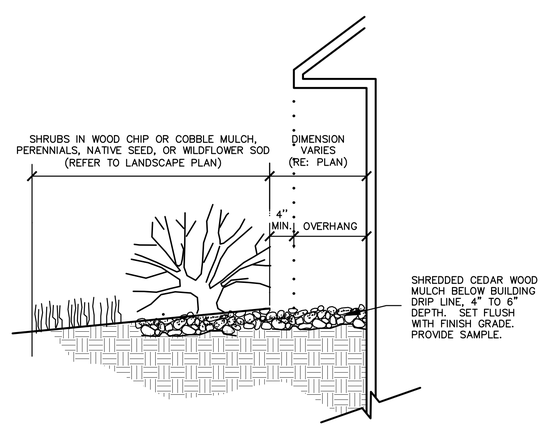
1 L2 STEEL EDGER — NOT TO SCALE



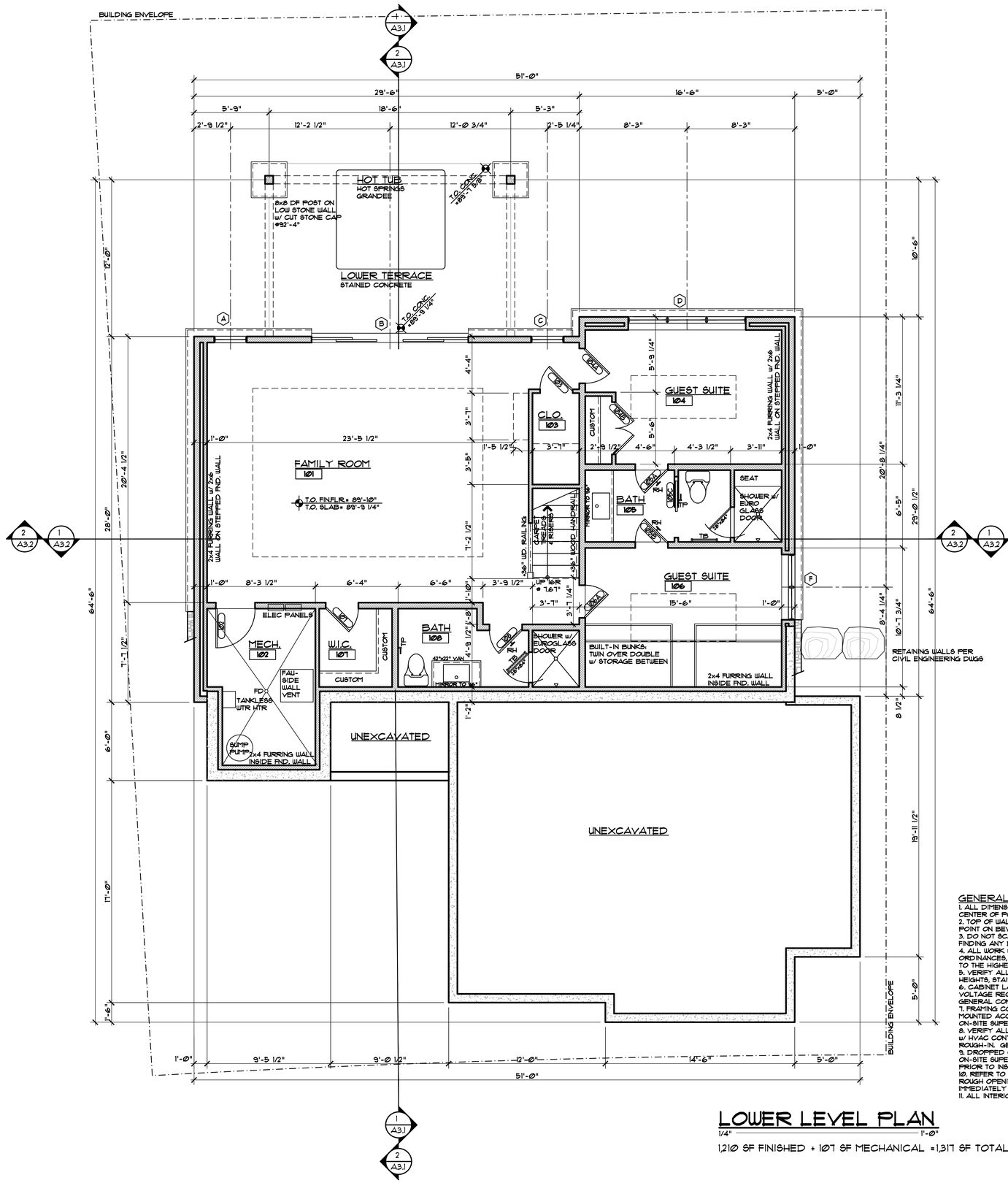
2 L2 SHRUB PLANTING — NOT TO SCALE



3 L2 DECIDUOUS TREE PLANTING — NOT TO SCALE



4 L2 MULCH ARMORED DRIP LINE — NOT TO SCALE



LOWER LEVEL PLAN

1/4" = 1'-0"

1,210 SF FINISHED + 107 SF MECHANICAL = 1,317 SF TOTAL

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY).
6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL/LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
7. FRAMING CONTRACTOR TO PROVIDE BLOCKING FOR ALL SURFACE MOUNTED ACCESSORIES AND SHALL COORDINATE PLACEMENT WITH ON-SITE SUPERVISOR PRIOR TO INSTALLATION.
8. VERIFY ALL VENTING, DUCTWORK, SUPPLY AND RETURN AIR LOCATIONS W/ HVAC CONTRACTOR PRIOR TO COMPLETION OF FRAMING & ELECTRICAL ROUGH-IN. GENERAL CONTRACTOR TO APPROVE ALL LOCATIONS.
9. DROPPED CEILING AND SOFFIT LOCATIONS SHALL BE APPROVED BY ON-SITE SUPERVISOR AND COORDINATED W/ M.E.P. SUB-CONTRACTORS PRIOR TO INSTALLATION.
10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD, U.N.O.

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE MINTURN NORTH DESIGN REVIEW BOARD, TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

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don.eggers@eggersarchitecture.com

RESORT CONCEPTS
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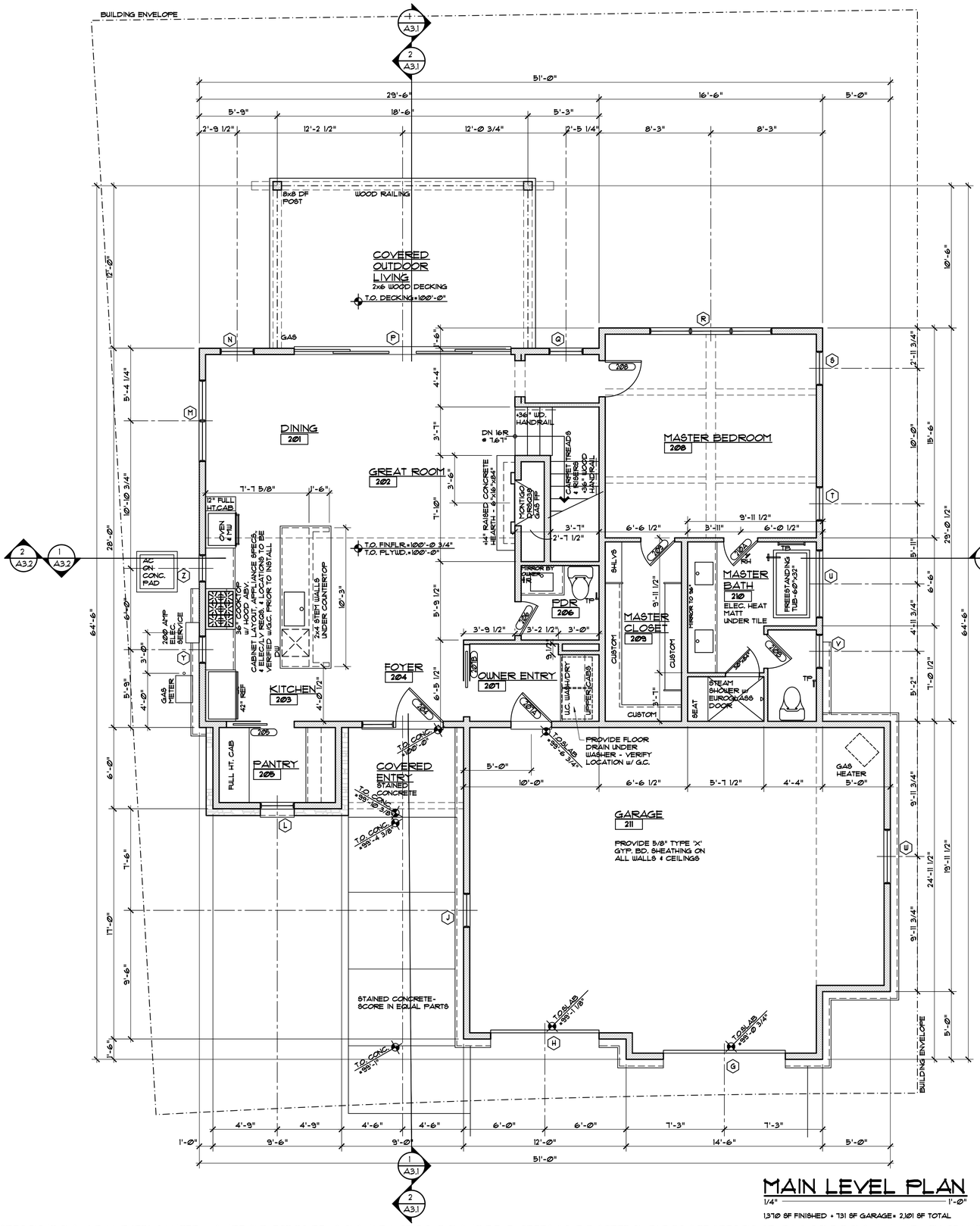
EDWARDS, COLORADO
(970) 926-1720

BOSSY
LOT 23
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L23

ISSUED #	DATE	BY	COMMENTS
3	5-31-24	DUE	DRB SUBMITTAL SET

A1.1



MAIN LEVEL PLAN

1/4" = 1'-0"

1,370 SF FINISHED + 731 SF GARAGE = 2,101 SF TOTAL

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
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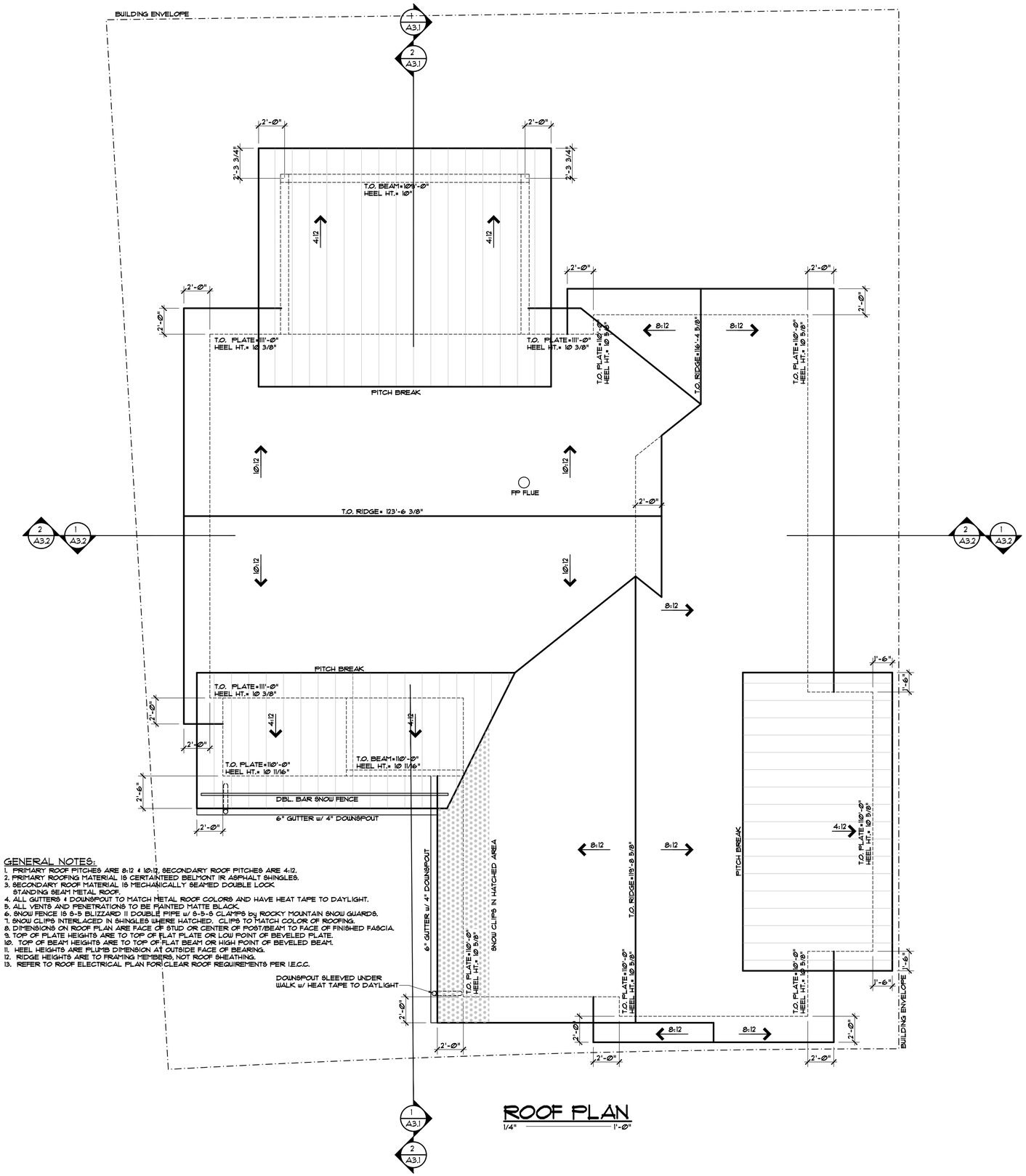
3	5-31-24		DRB SUBMITTAL SET

A1.2



ROOF PLAN

1/4" = 1'-Ø"

GENERAL NOTES:

1. PRIMARY ROOF PITCHES ARE 8:12 & 10:12, SECONDARY ROOF PITCHES ARE 4:12.
2. PRIMARY ROOFING MATERIAL IS CERTAINTEED BELMONT IR ASPHALT SHINGLES.
3. SECONDARY ROOF MATERIAL IS MECHANICALLY SEAMED DOUBLE LOCK STANDING SEAM METAL ROOF.
4. ALL GUTTERS & DOWNSPOUT TO MATCH METAL ROOF COLORS AND HAVE HEAT TAPE TO DAYLIGHT.
5. ALL VENTS AND PENETRATIONS TO BE PAINTED MATTE BLACK.
6. SNOW FENCE IS 8-5 BLIZZARD II DOUBLE RIFE w/ 8-5-5 CLAMPS by ROCKY MOUNTAIN SNOW GUARDS.
7. SNOW CLIPS INTERLACED IN SHINGLES WHERE HATCHED. CLIPS TO MATCH COLOR OF ROOFING.
8. DIMENSIONS ON ROOF PLAN ARE FACE OF STUD OR CENTER OF POST/BEAM TO FACE OF FINISHED FASCIA.
9. TOP OF PLATE HEIGHTS ARE TO TOP OF FLAT PLATE OR LOW POINT OF BEVELED PLATE.
10. TOP OF BEAM HEIGHTS ARE TO TOP OF FLAT BEAM OR HIGH POINT OF BEVELED BEAM.
11. HEEL HEIGHTS ARE PLUMB DIMENSION AT OUTSIDE FACE OF BEARING.
12. RIDGE HEIGHTS ARE TO FRAMING MEMBERS, NOT ROOF SHEATHING.
13. REFER TO ROOF ELECTRICAL PLAN FOR CLEAR ROOF REQUIREMENTS PER I.E.C.C.

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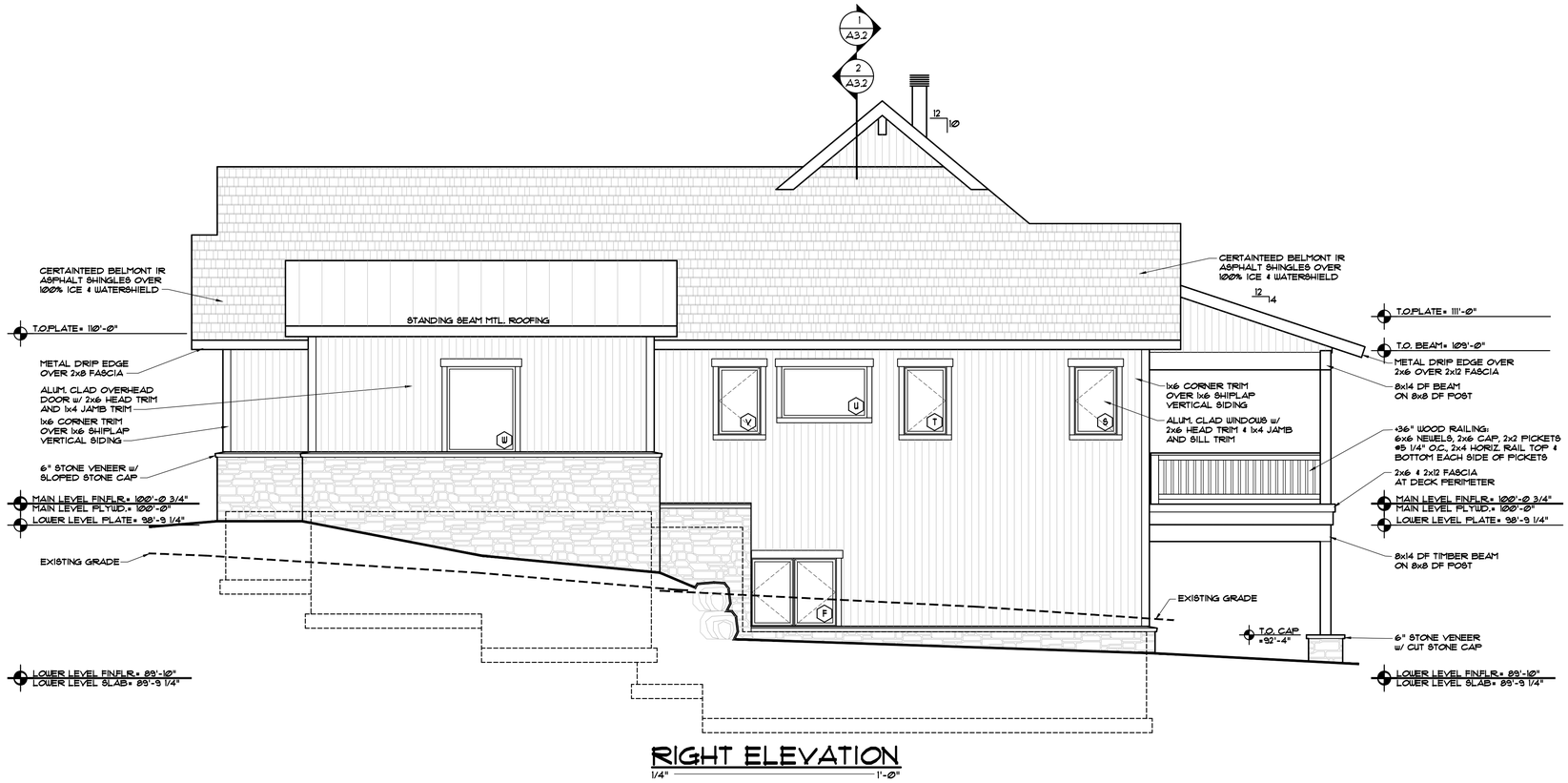
LOT 23
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L23

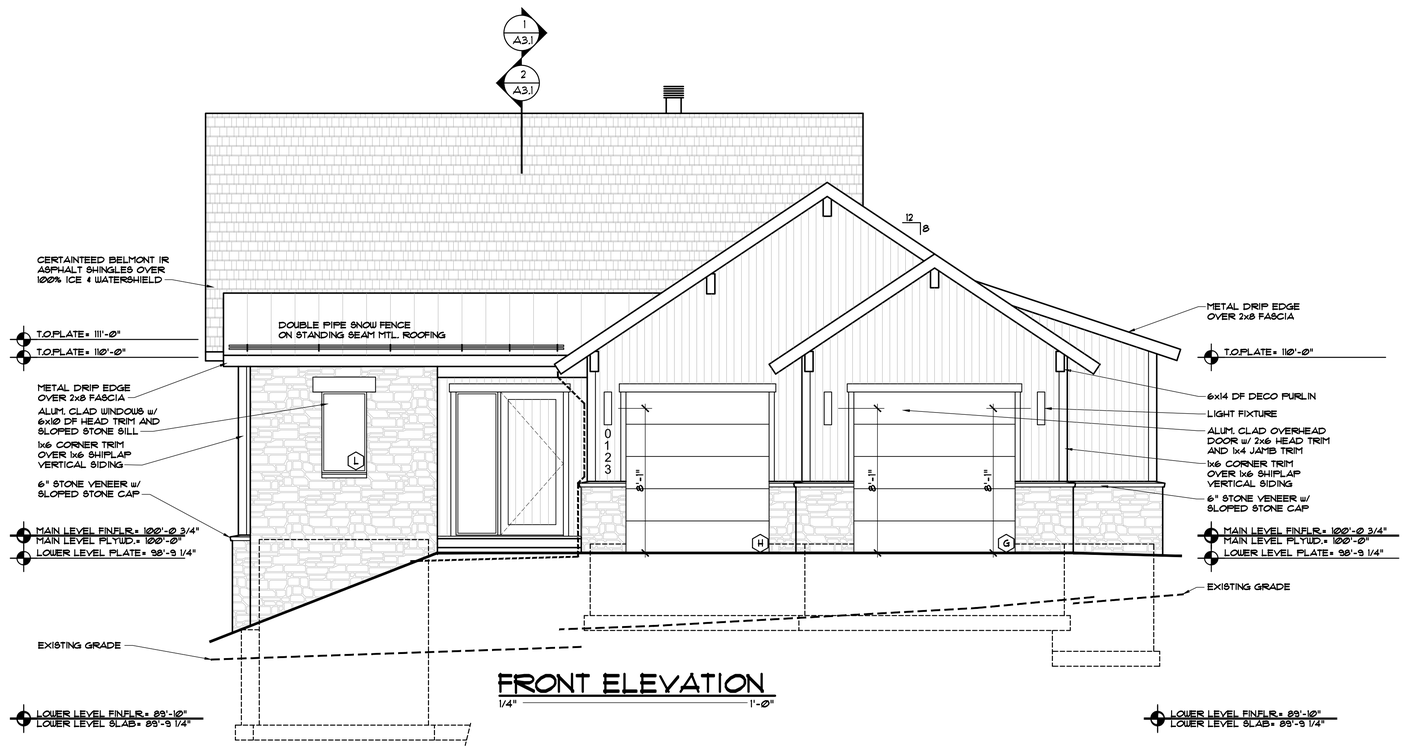
ISSUED #	DATE	BY	COMMENTS	DUE
3	5-31-24			DRB SUBMITTAL SET

A1.3



RIGHT ELEVATION

1/4" = 1'-0"



FRONT ELEVATION

1/4" = 1'-0"

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ISSUED			
#	DATE	BY	COMMENTS
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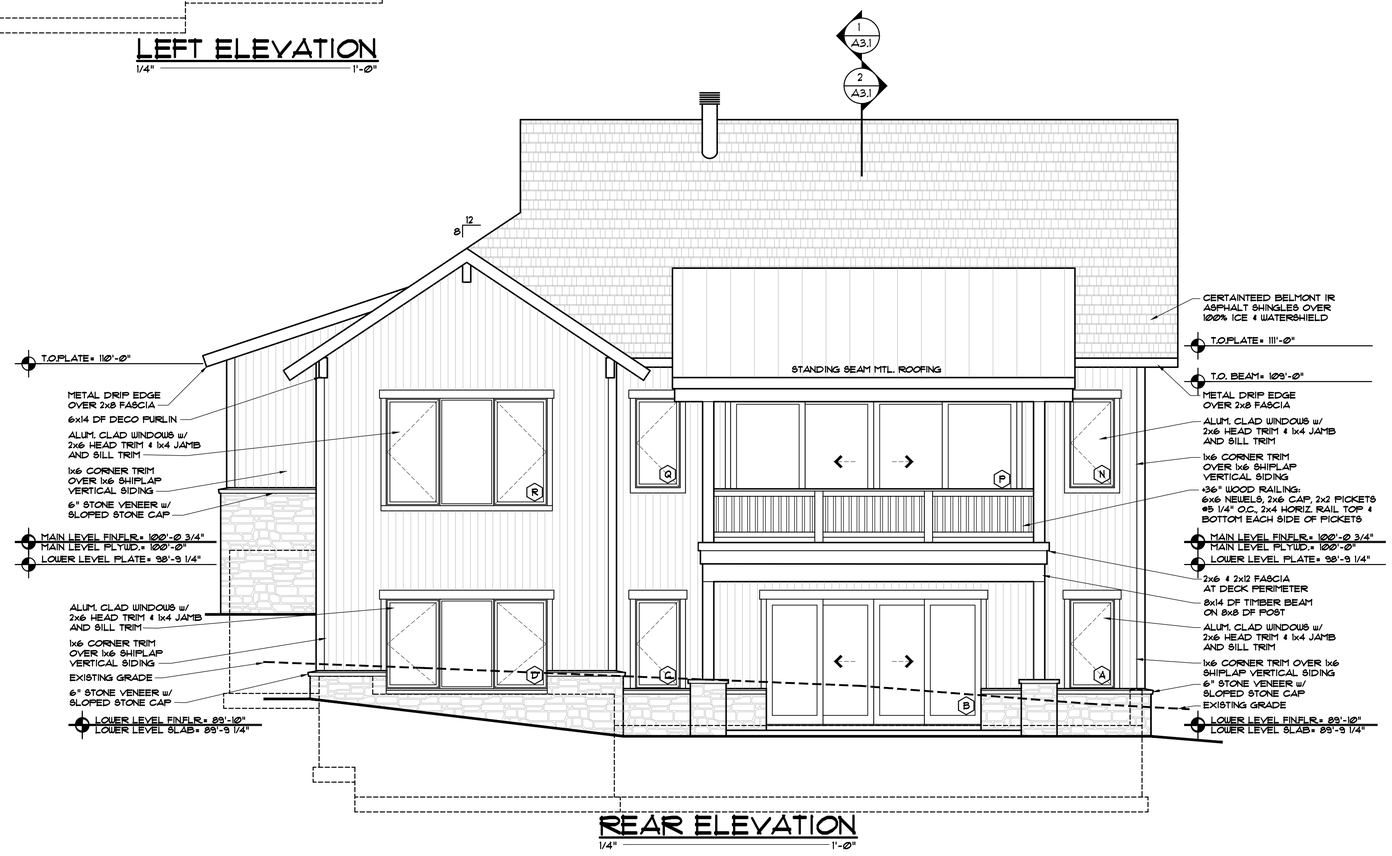
A2.1



LEFT ELEVATION

1/4" = 1'-0"



REAR ELEVATION

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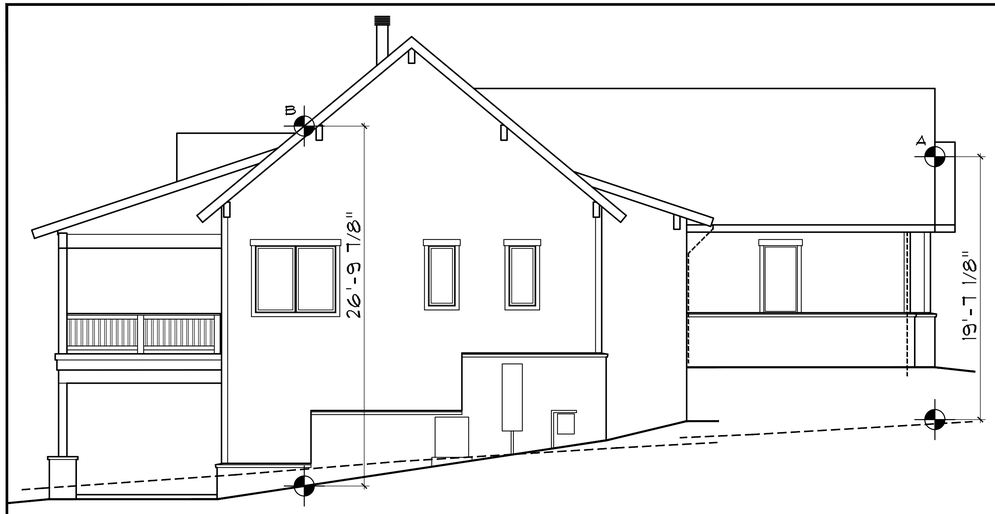
A2.2



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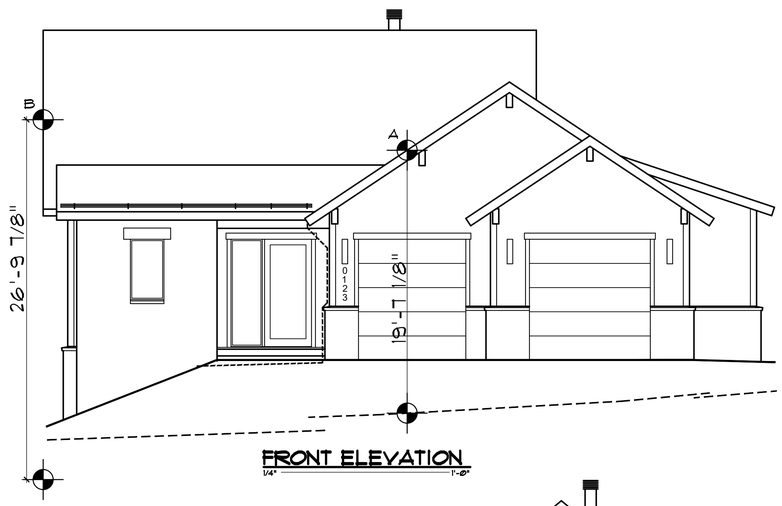
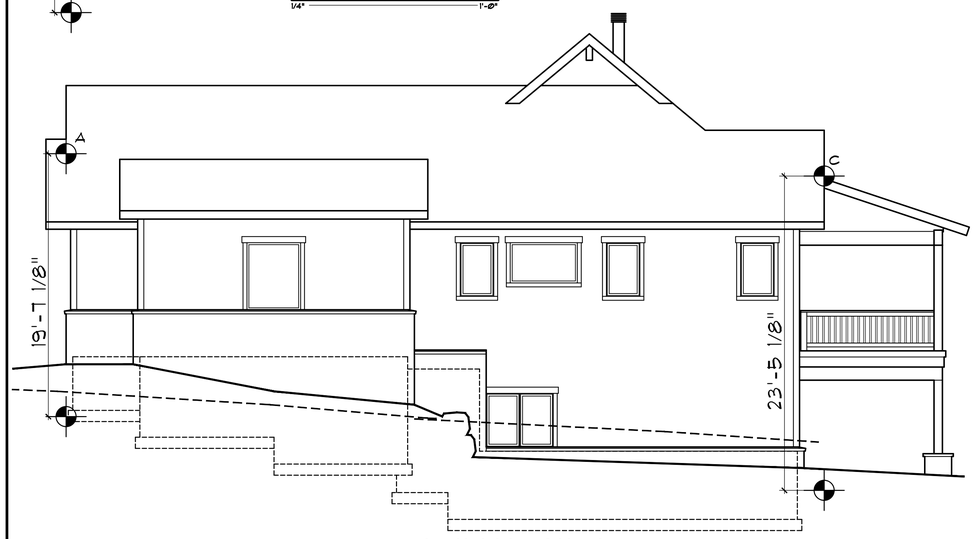
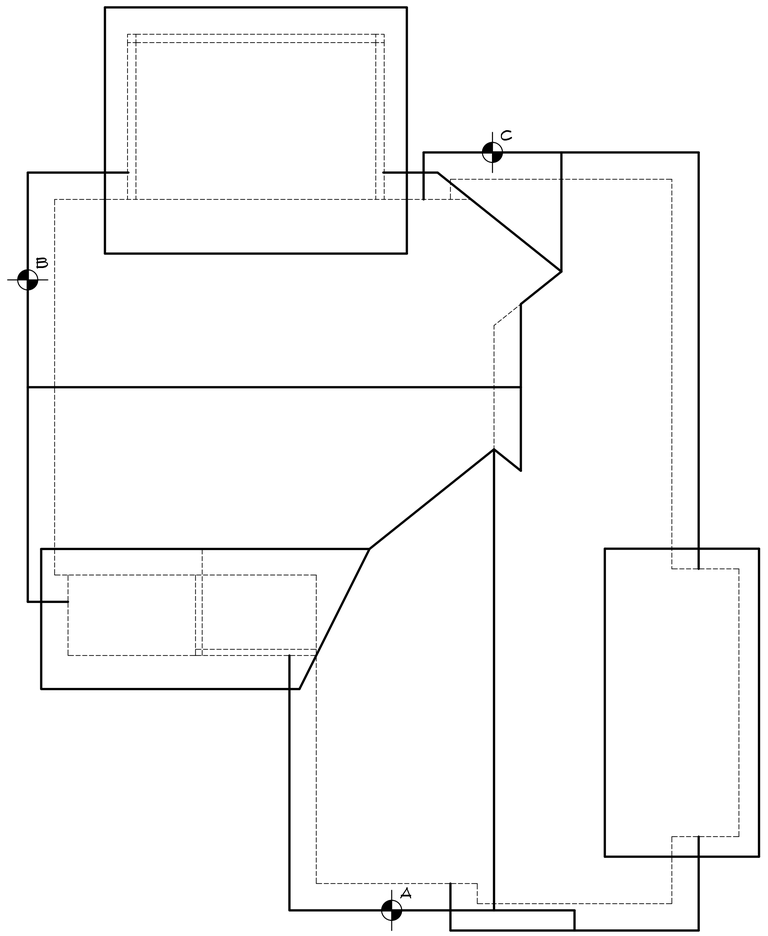
1/4" = 1'-0"



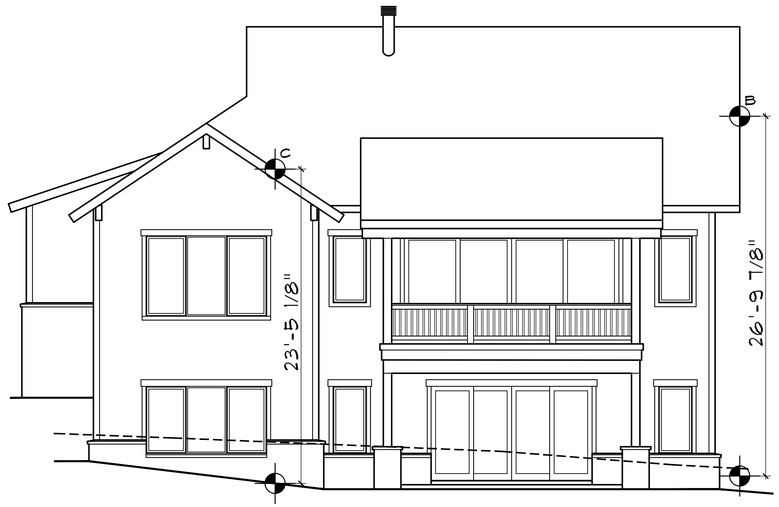
FRONT ELEVATION
1/4" = 1'-0"



RIGHT ELEVATION
1/4" = 1'-0"



ROOF PLAN
1/4" = 1'-0"



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BH1

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

Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Eric Rippeth
Darell Wegert

Design Review Board Hearing

Final Plan Review for New Home

0185 Miles End Lane

Hearing Date:	July 10, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Charlie & Kay Fial
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 20
Address:	0185 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	**Approval**

Staff Report

I. Summary of Request:

The Applicants, Charlie and Kay Fial, request Final Plan review of a new, four-bedroom, 3,745 (gross) square foot single-family residence located at 0185 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant's representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans
The plans show a two-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet 11 and 7/8 inches measured to existing grade which is the

most restrictive, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

Additionally, the massing, forms, and scale of the proposed structure, as well as proposed exterior materials, textures and detailing also appear to achieve the design objectives of Appendix B – *Design Guidelines and Standards,* Minturn Municipal Code.

Parking is adequate, with four off-street spaces, two of which are provided within the garage and two in front of the garage. The plans show the lower level with three bedrooms and entertainment room, and the main level has the garage, master suite, and primary living area.

According to staff's analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town's standards.

Overall, staff believes that the Applicants and their representative have provided a complete, detailed set of plans necessary to complete a thorough final plan review.

As a reminder, the Planning Commission has the option to review the proposal as a "conceptual" plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or the Commission may take action to approve, approve with conditions, or deny the Final Plans.

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

These plans are being presented by the Applicant as "Final Plan" level of review for a new single-family residential structure on a legally created lot within the Town of Minturn. This is a formal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB's concerns or feedback regarding suggested revisions to the project.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve the plans without conditions, or to approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions, additions or updates to the plans.
No variances are required or requested at this time.

Design Review Process
Appendix 'B' of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection "d" below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.

(2) Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:

a. The proposal's adherence to the Town's zoning regulations.
b. The proposal's adherence to the applicable goals and objectives of the Community Plan.
c. The proposal's adherence to the Design Standards.

(3) Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:

a. That the proposal is in conformance with the Town zoning regulations.
b. That the proposal helps achieve the goals and objectives of the Community Plan.
c. That the proposal complies with the Design Standards.

Staff suggests that the final plans for 0185 Miles End Lane meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings*.

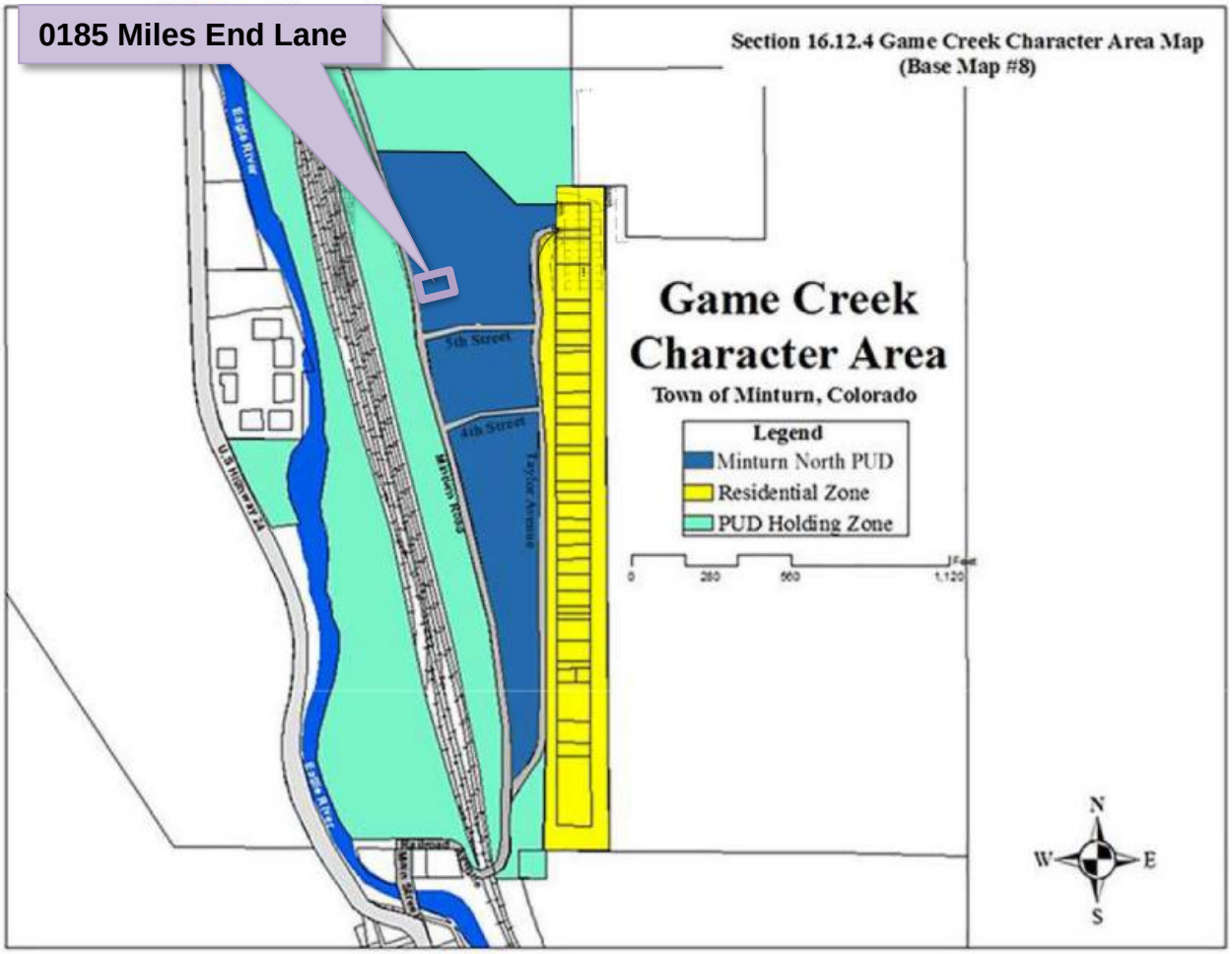
III. Zoning Analysis:

Zoning
The subject property is located within the "Game Creek Character Area" Minturn North PUD Zone District Planning Area 1 (PA-1), described as follows:

> *"The primary intent of this Planning Area is to create a market rate single-family residential use zone surrounded by common area and open space."*
> *- Ordinance No. 15 – Series 2023 Minturn North PUD Guide*

Rest of page left intentionally blank

Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant the approved Final Development Plan for the Minturn North PUD.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	7,143.84 sq. ft.	7,143.84 sq. ft. (.164 ac.)
Maximum Building Height:	28 feet	27 feet – 11 7/8 inches
Minimum Front Setback:	20 feet	20 feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10+ feet

Maximum Lot Coverage:	50% (3,571.92 sq. ft.)	2,658 sq. ft. (37.25%) Proposed
Maximum Impervious Coverage:	60% (4,286.30 sq. ft.)	3,437 sq. ft. (48.17%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (7,134.84 sq. ft. x .05 = 356.74 sq. ft.)	695 sq. ft.*
Parking:	4 spaces	4 spaces

*Note: Some snow storage is shown on the strip of land between the front lot line and the curb of Miles End Lane. There is adequate snow storage still on the lot at 399.75 square feet.

IV. Applicable Standards and Design Guideline Criteria:

Design
In addition to the development standards listed above, the following general design principles are provided for reference.

Final Site, Grading and Drainage Design
The Minturn Design Guidelines encourage designs that integrate or account for site topography and existing conditions, surrounding conditions, solar orientation, placement on lots relative to streets and natural features, snow storage and snow shed from roof structures.

Mass and Form
The following excerpt from the Design Guidelines is applicable to the proposed home design:

"c. Massing and Scale

> *"**A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment.** Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.*
>
> *"Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures."*
> *-Town of Minturn Design Guidelines*

Staff Response:
Staff believes that the design and scale of the proposed structure incorporates a simple central form with additive features and is complementary to adjacent residential structures and character on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not overpower surrounding natural and built environments. Proposed roof forms and pitches, materials and textures are compatible and complementary to the surrounding built and natural environments.

V. Issues and Recommended Revisions:

Issues or Required Plan Revisions
Staff has identified no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0185 Miles End Lane generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

Staff is **recommending approval** of the plans.

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors

June 11, 2024

Madison Harris
Town of Minturn Planner
PO Box 309
Minturn, CO 81645

Re: 185 Miles End Lane
Lot 20, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled *"Fial Residence; Lot 20, Minturn North, Minturn Colorado"* prepared May 31, 2024 by Eggers Architecture Inc.(Plans) included in the DRB application for Lot 20, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:
Paragraphs a through e:
"Final Plat: Minturn North PUD" recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through l:
Sheet C.5 of the *"Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24"* prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.5 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:
Sheet BH1 provides Building height information necessary for Planning Staff review.

VAIL VALLEY OFFICE
30 Benchmark Road, Suite 216 I PO Box 978 I Avon, CO 81620
DENVER OFFICE
9618 Brook Hill Lane I Lone Tree, CO 80124
970.949.5072 I info@inter-mtn.net

Madison Harris
Re: 185 Miles End Lane
Lot 20, Minturn North PUD
DRB Submittal Review
Project No. 24-0001

Section (C) (4) Grading & Drainage Plan:
Sheet C1 of the Plans "*Lot 20 Minturn North PUD; Site Grading and Drainage Plan"* prepared April May 31, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. Review by Inter-Mountain Engineering in no way relieves any responsibilities of design professionals associated with the project. Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Michelle Metteer, Scot Hunn, Taylor Hermes Arnold Martinez

RESORT CONCEPTS
REDEFINING THE RESORT EXPERIENCE

June 4, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Fial Residence
Lot 20 Minturn North – 0185 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

The attached submittal includes a single-family residence within the Minturn North neighborhood. The home is subject to the Minturn North PUD Guide, Town of Minturn Code and all pertinent documents approved by the Town Council.

Lot 20 is located at 0185 Miles End Lane on a downhill sloping undisturbed vacant lot which drops in elevation approximately 8' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

The home exterior is a balanced mix of stone and wood with appropriate architectural detailing which enhances the mountain vernacular. The landscaping Is Intentionally minimal In-keeping with the intent of the approved Minturn North PUD.

Should you have any questions or need clarifications, please don't hesitate to contact me.

Sincerely,

Taylor Hermes
512.468.3012

DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner1@minturn.org

Project Name:

Minturn North – Fial Residence

Project Location

Street Address: 185 Miles End Lane

Zoning:	Parcel Number(s):
Residential	2103-262-30-021

Application Request:

Design review of new single-family home

Applicant:

Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone:	Email:
970-926-1720	THermes@ResortConceptsCO.com

Property Owner:

Name: Charlie & Kay Fial

Mailing Address: 9635 Avocet Ln. Lafayette, CO 80026

Phone:	Email:
303-517-9530 (Charlie) / 303-717-7887 (Kay)	TCFial@comcast.net / KNorbyFial@me.com

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
0.164 acres	SFH	4	4
# of Stories:	**Snow storage sq ft:**	**Building Footprint sq ft:**	**Total sq ft Impervious Surface:**
2	695 sf	2,658 sf	3,437 sf

Signature:

Fee Paid:_____ **Date Received:**_____ **Planner:**_____

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)

Applicant	Staff	
☑	☐	**Application Fee** (Non-Refundable application fee shall be collected)
		• Design Review Board - $200.00
☑	☐	**Letter of Intent**
		-- What is the purpose of the project including;
☑	☐	• Relevant Background
☑	☐	• Current Status of the Site
☑	☐	• All Proposed Uses and Structures
☑	☐	• How the Proposal Differs from what already exists
☑	☐	• Information regarding Easements or Dedicated Tracts, etc.
☑	☐	**Vicinity Map**
		-- Directional Map indicating how to get to the Property involved in the request.
☑	☐	• Zoning of Property
☑	☐	**Site Plan showing Precise Nature of the Proposed Use –**
☑	☐	**To Scale**
☑	☐	• Scaled Drawings of Proposed Design of Structure
☑	☐	○ Plan View and Sections
☑	☐	• Building Heights – all 4 directions N/S/E/W
☑	☐	• topography
☑	☐	• Building Location and impervious coverage
☑	☐	• Setbacks
☑	☐	• Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant
☑	☐	• Parking Plan
☑	☐	• Traffic Circulation
☑	☐	○ Location and Width of Existing and Proposed Access Points
☑	☐	○ Location of Existing Driveways and Intersections
☑	☐	• Landscaped Area – Plan including existing and proposed vegetation.
☑	☐	• Approximate Location of Existing Wooded Areas and Rock Outcrops
☑	☐	• Location and Type of Existing and Proposed Easements
☑	☐	• Utility Easements
☑	☐	• Drainage Features
☑	☐	• Snow Storage areas expressed in square feet as a percentage of the overall site area
☑	☐	**Preliminary Building Plans and Elevations**
☑	☐	• Indicates Dimensions
☑	☐	• General Appearance
☑	☐	• Scale
☑	☐	• Interior Plan for the Buildings

Elements needed on the Site Plan

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

Architecture Details – Materials Board

- Windows – Placement and Color
- Doors – Placement and Color
- Siding – Type and Color
- Roof Material – Type and Color
- Paint Color

Boundary Survey with a stamp and signature of a licensed surveyor

- Date of survey (survey date must be within 6 months of the project application date
- Right-of-way and property lines; including bearings, distances and curve information.
- Labeled ties to existing USGS benchmark.
- Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
- All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
- Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
- Topographic conditions at two-foot contour intervals.
- Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
- Rock outcroppings and other significant natural features.
- All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
- Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
- Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.

Grading and Drainage Plan

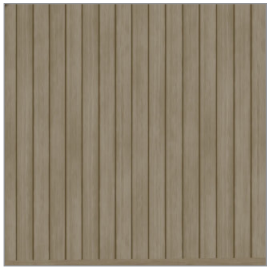
- Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
- Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
- Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
- Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
- Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
- Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
- Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



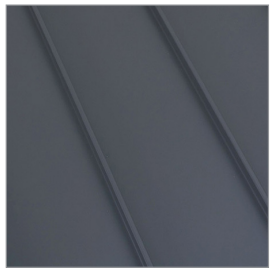
Vertical Siding, Fascia, Sofits, Columns & Railing
1"x8" – Butt Joint, Smooth
Color: Custom Stain



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Dark Gray



Garage Door
9'-0" x 18'-0" Insulated Metal
Color: Matte Black



Windows and Doors
Mfg: Alan Bradley Cityline
Color: Matte Black



Exterior Lighting
Mfg: Hinkley Mist 22" Sconce
Color: Satin Black



Entry Door
Solid Wood
Color: Custom Stain



Entry Door Hardware
Emtek Lausanne Full Plate with Helios Interior Lever
Color: Matte Black

All product and design specifications, including, but not limited to, color, finish, model, etc., are for illustrative purposes only and are subject to change without notice.



Perspective 1

DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

Minturn North - Lot 20

EGGERS ARCHITECTURE, INC

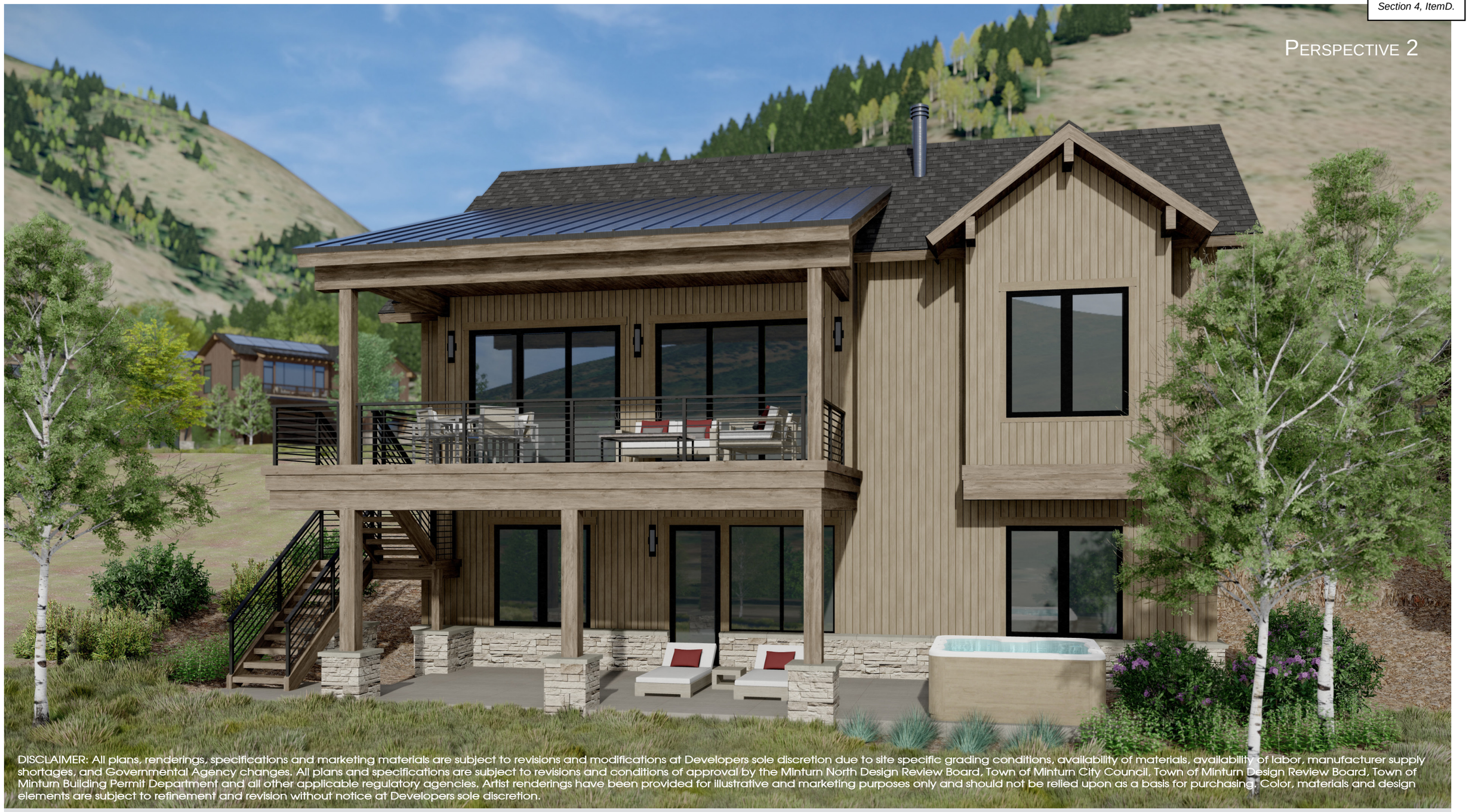
AXIS VU DESIGN

DRB Design Review - 3D Views

June 4, 2024

Resort Concepts

PERSPECTIVE 2



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FIAL RESIDENCE

185 MILES END LANE
LOT 20, MINTURN NORTH
MINTURN, COLORADO

DRB SUBMITTAL SET — MAY 31, 2024
REVISED DRB SUBMITTAL — JUNE 26, 2024



NOTE: ALL SITE & LANDSCAPE PLANS, FLOOR PLANS, ELEVATIONS & DETAILS ARE SUBJECT TO TOWN OF MINTURN DESIGN REVEIW BOARD APPROVAL

OWNER'S REPRESENTATIVE
RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT
EGGERS ARCHITECTURE, INC
PO BOX 798
KREMMLING, COLORADO 80459
(970) 409-9790

STRUCTURAL ENGINEER
SUNDQUIST DESIGN GROUP
PO BOX 249
TARPON SPRINGS, FLORIDA 34688
(303) 335-6034

LANDSCAPE ARCHITECT
TOMINA TOWNSEND
PO BOX 3000
EDWARDS, COLORADO 81632
(303) 945-5252

CIVIL ENGINEER
BOUNDARIES UNLIMITED, INC.
923 COOPER AVENUE, SUITE 201
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-5252

SURVEYOR
SLAGLE SURVEY SERVICES
PO BOX 751
EAGLE, COLORADO 81631
(970) 471-1499

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
LOWER LEVEL:	1,345SF	124 SF		1,469 SF
MAIN LEVEL:	1,653 SF		622 SF	2,275 SF
TOTALS:	2,998 SF	125 SF	622 SF	3,745 SF

LOT AREA:	7,134.84 SF		
BUILDING COVERAGE:	2,658 SF	37.25 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	3,437 SF	48.16 %	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

CODES: 2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
+ LOCAL AMENDMENTS

DRAWING SCHEDULE

C COVER
FINAL PLAT MINTURN NORTH P.U.D.
C.5 MINTURN NORTH P.U.D. FINAL GRADING PLAN

C1 SITE GRADING, DRAINAGE & EROSION CONTROL PLAN
C2 CIVIL DETAILS
L1 LANDSCAPE PLANTING PLAN
L2 LANDSCAPE SCHEDULES & DETAILS

A1.1 LOWER LEVEL PLAN
⚠ A1.2 MAIN LEVEL PLAN
⚠ A1.3 ROOF PLAN
⚠ A2.1 BUILDING ELEVATIONS
A2.2 BUILDING ELEVATIONS
BH1 BUILDING HEIGHT CALCULATIONS

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

FIAL
185 MILES END LANE
LOT 20, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L20

ISSUED #	DATE	BY	COMMENTS
4	6-26-24	DJE	REVISED DRB SUBMITTAL SET
3	5-31-24	DJE	DRB SUBMITTAL SET

C

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of MARCH, 2024 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

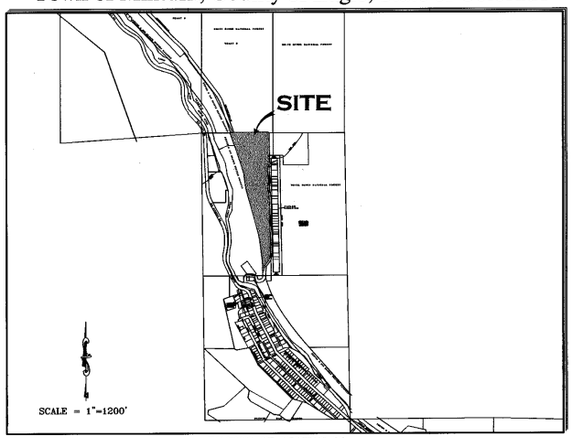
TOWN CLERK
TOWN OF MINTURN, COLORADO

SEAL
TOWN OF MINTURN COLORADO
1904

LAND USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	0.196 Acres	0246 Miles End Lane
2	SINGLE FAMILY	0.189 Acres	0236 Miles End Lane
3	SINGLE FAMILY	0.193 Acres	0226 Miles End Lane
4	SINGLE FAMILY	0.181 Acres	0216 Miles End Lane
5	SINGLE FAMILY	0.191 Acres	0206 Miles End Lane
6	SINGLE FAMILY	0.166 Acres	0196 Miles End Lane
7	SINGLE FAMILY	0.158 Acres	0186 Miles End Lane
8	SINGLE FAMILY	0.166 Acres	0176 Miles End Lane
9	SINGLE FAMILY	0.164 Acres	0166 Miles End Lane
10	SINGLE FAMILY	0.164 Acres	0156 Miles End Lane
11	SINGLE FAMILY	0.164 Acres	0146 Miles End Lane
12	SINGLE FAMILY	0.172 Acres	0136 Miles End Lane
13	SINGLE FAMILY	0.157 Acres	0126 Miles End Lane
14	SINGLE FAMILY	0.176 Acres	0112 Miles End Lane
15	SINGLE FAMILY	0.209 Acres	0096 Miles End Lane
16	SINGLE FAMILY	0.263 Acres	0070 Miles End Lane
17	SINGLE FAMILY	0.189 Acres	0243 Miles End Lane
18	SINGLE FAMILY	0.200 Acres	0221 Miles End Lane
19	SINGLE FAMILY	0.165 Acres	0201 Miles End Lane
20	SINGLE FAMILY	0.164 Acres	0185 Miles End Lane
21	SINGLE FAMILY	0.164 Acres	0171 Miles End Lane
22	SINGLE FAMILY	0.166 Acres	0155 Miles End Lane
23	SINGLE FAMILY	0.174 Acres	0141 Miles End Lane
24	SINGLE FAMILY	0.185 Acres	0125 Miles End Lane
25	SINGLE FAMILY	0.166 Acres	0111 Miles End Lane
26	SINGLE FAMILY	0.202 Acres	0095 Miles End Lane
27	SINGLE FAMILY	0.199 Acres	0083 Miles End Lane
28	SINGLE FAMILY	0.160 Acres	0071 Miles End Lane
29	SINGLE FAMILY	0.159 Acres	0057 Miles End Lane
30	SINGLE FAMILY	0.158 Acres	0043 Miles End Lane
31	SINGLE FAMILY	0.178 Acres	0031 Miles End Lane
32	SINGLE FAMILY	0.177 Acres	0017 Miles End Lane
33	SINGLE FAMILY	0.176 Acres	0003 Miles End Lane
34	SINGLE FAMILY	0.103 Acres	0036 Silver Star Trail
35	SINGLE FAMILY	0.103 Acres	0030 Silver Star Trail
36	SINGLE FAMILY	0.103 Acres	0024 Silver Star Trail
37	SINGLE FAMILY	0.103 Acres	0018 Silver Star Trail
38	SINGLE FAMILY	0.099 Acres	0008 Silver Star Trail
39	SINGLE FAMILY	0.129 Acres	0001 Silver Star Trail
Tract B	OPEN SPACE	2.958 Acres	
Tract C	Town Property	0.904 Acres	0052 Minturn Road (Not of PUD)
Tract D	Right of Way	0.966 Acres	Miles End Lane (North)
Tract D1	Right of Way	0.431 Acres	Miles End Lane (South)
Tract E	Open Space	1.220 Acres	
Tract F	Open Space	0.074 Acres	
Tract G	Right of Way	0.030 Acres	Silver Star Trail
Tract H	Right of Way	0.369 Acres	Fourth Street
TOTAL		13.485 ACRES	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY



PORTION OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:
1) The purpose of this Final Plat is to Create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Mintura Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
2) Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
3) Survey Date: December, 2022 through July 2023.
4) Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC50650645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201420764 along with plats and survey monumentation referenced hereon (to include the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitmeat referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
Item 15 - Does not effect these Platted lands but references vacation of portions of Taylor Addition to the Town of Minturn.
Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
Item 17 & 18- Do not effect subject Parcel.
Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined hereon.
Item 20 - Does not effect these Platted lands. (a.k.a. subject parcel)
Item 22 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner hereon.
Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
Item 29 - Parcel is subject to 1904 40 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has is to have been Terminated prior to the Recording of this Plat.
5) These platted lands are subject to:
- The Minturn North P.U.D. Guide recorded as Reception no. 202402232.
- The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240.
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated hereon as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489 .

PERTAINING TO HEREON CREATED EASEMENTS:
6) the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, 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) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility Easement" for the purpose of 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.
c) non-exclusive Access, Utility, and Drainage, Easement - on, over, under, above, across and through those areas designated hereon as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) 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.

GENERAL NOTES CONTINUED:
6) Continued...
d) Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non- vehicular access.
e) Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq..

FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
7) the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
a) non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Parking, Snow Storage & Landscape 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, iii) the installation, use, repair, replacement, improvement and maintenance of vehicular parking area, together with right of ingress and egress thereto, reasonable Pedestrian use including ingress and egress of persons to include vehicle, foot, bicycle or non-motorized use, iv) reasonable local snow storage and v) Landscaping use, and maintenance.
b) non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage, Landscape and Trail 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, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
c) non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage & Landscape 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, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
d) non-exclusive Trail Easement on, over, under, above, across and through those areas designated hereon as "Trail Easement" for the purpose of Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4' Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, or use. Maintenance of any path improvements within the "4' Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
f) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as " Public Utility and Drainage Easement" , as shown in Tract C, on sheet 2 of 5, 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, improvemeat and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

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 MINTURN NORTH 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 nonumented 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.

COLORADO REGISTERED 34998 PROFESSIONAL LAND SURVEYOR
02-26-24

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

Revised 02-07-24 Edited C.O.D. MSS
Revised 12-02-23 Edited Note 6a MSS
Revised 11-14-23 minor text MSS
Revised 11-07-23 Certain Dimensions MSS
Revised 11-06-23 Tract C Easements MSS
Revised 11-03-23 Town Comments MSS
Revised 10-11-23 Town Comments MSS
Revised 10-06-23 Town Comments MSS
Revised 09-26-23 Added Note regarding Tract C MSS

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 AND PHILIP HADLEY

Know all men by these presents that Minturn Crossing LLC, being sole owner in fee simple, mortgagee or lienholder, of all that real property situated in the Town of Minturn, County of Eagle, State of Colorado described as follows:
Parcel 1, UPRR Subdivision according to the Final Plat thereof recorded on 13th, day of December, 2023 as Reception No. 202316483 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado.
Containing 13.485 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as MINTURN NORTH P.U.D. subdivision in the Town of Minturn, County of Eagle, State of Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and does hereby accept responsibility for the completion of the improvements required by this plat and does hereby dedicate and set aside the following tracts, parcels and easements as follows:
-To the Town of Minturn Tract H (Fourth Street) and the easements described and depicted hereon in General Note 7, together with associated public improvements.
-To Utility Providers such utility easements as depicted herein in which utility infrastructure is located.

OWNER: MINTURN CROSSING LLC
ADDRESS: 225 Main Street, Suite C-101
Edwards, Colorado 81632

BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
)SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF MARCH, A.D, 2024 BY RICK HERMES AS MANAGER OF MINTURN CROSSING LLC.

MY COMMISSION EXPIRES: 6 AUG 27

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154031002
MY COMMISSION EXPIRES 08/06/2027

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, 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 Minturn North, P.U.D., 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: Philip Hadley
BY: _____ as INDIVIDUAL

STATE OF COLORADO)
) §
COUNTY OF EAGLE)

The Foregoing Subordination by Mortgagee was acknowledged before me this 26 day of FEBRUARY 2024, By Philip Hadley as Individual.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: AUG. 01, 2025

NOTARY PUBLIC

JESSICA L BECHARD
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20134048864
My Commission Expires 8/1/2025

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of JANUARY 1, 2023, 2023 upon all parcels of real estate described on this Plat are paid in full.

DATED THIS 1ST OF MARCH, A.D., 2024

R0068101

TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

LAND TITLE does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316490

DATED THIS 28TH DAY OF FEBRUARY, A.D., 2024

AGENT: _____

CLERK AND RECORDER'S CERTIFICATE $538.00

This Plat was filed for record in the Office of the Clerk and Recorder at 12:59 o'clock P.M., on this 4th day of March, A.D, 2024

CLERK AND RECORDER

BY: _____ DEPUTY

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

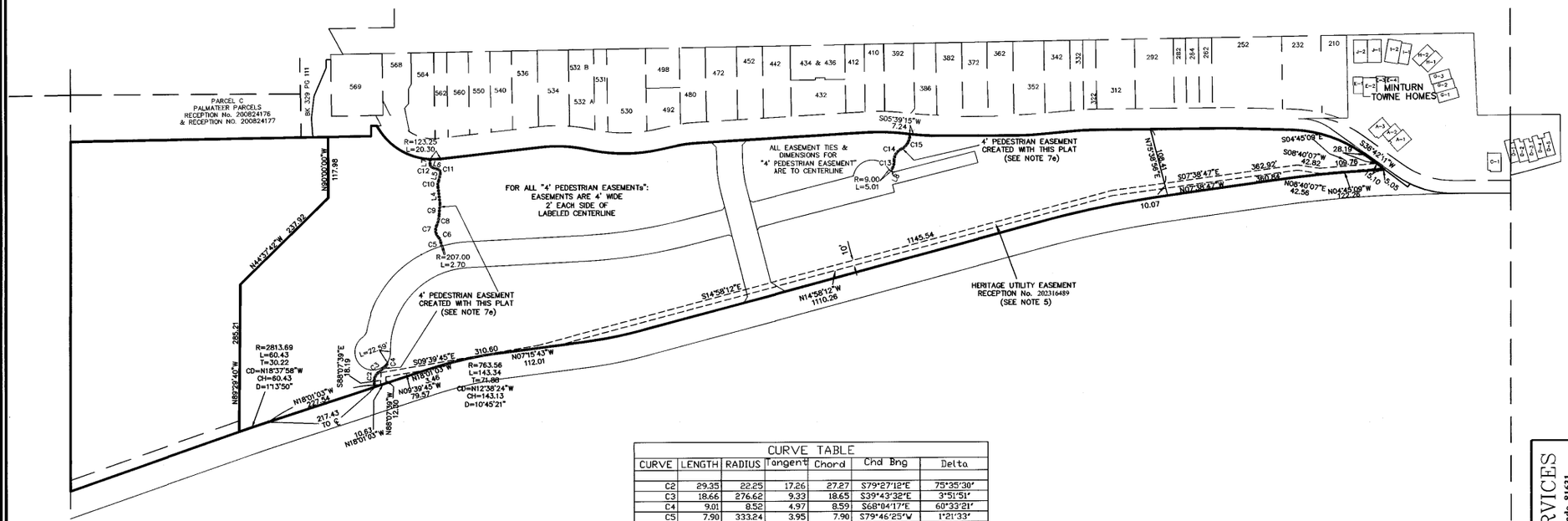
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 1 OF 5		DATE: 08-13-2023

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: $53.00 DOC: $0.00
2024022234
03/04/2024
12:59:18 PM

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N83°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Brng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S68°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	1°21'33"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.68	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

100 0 50 100 200 400

1 INCH = 100 FEET

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
02-26-24

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.

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970.471.1499 Office matthew@slaglesurvey.com
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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

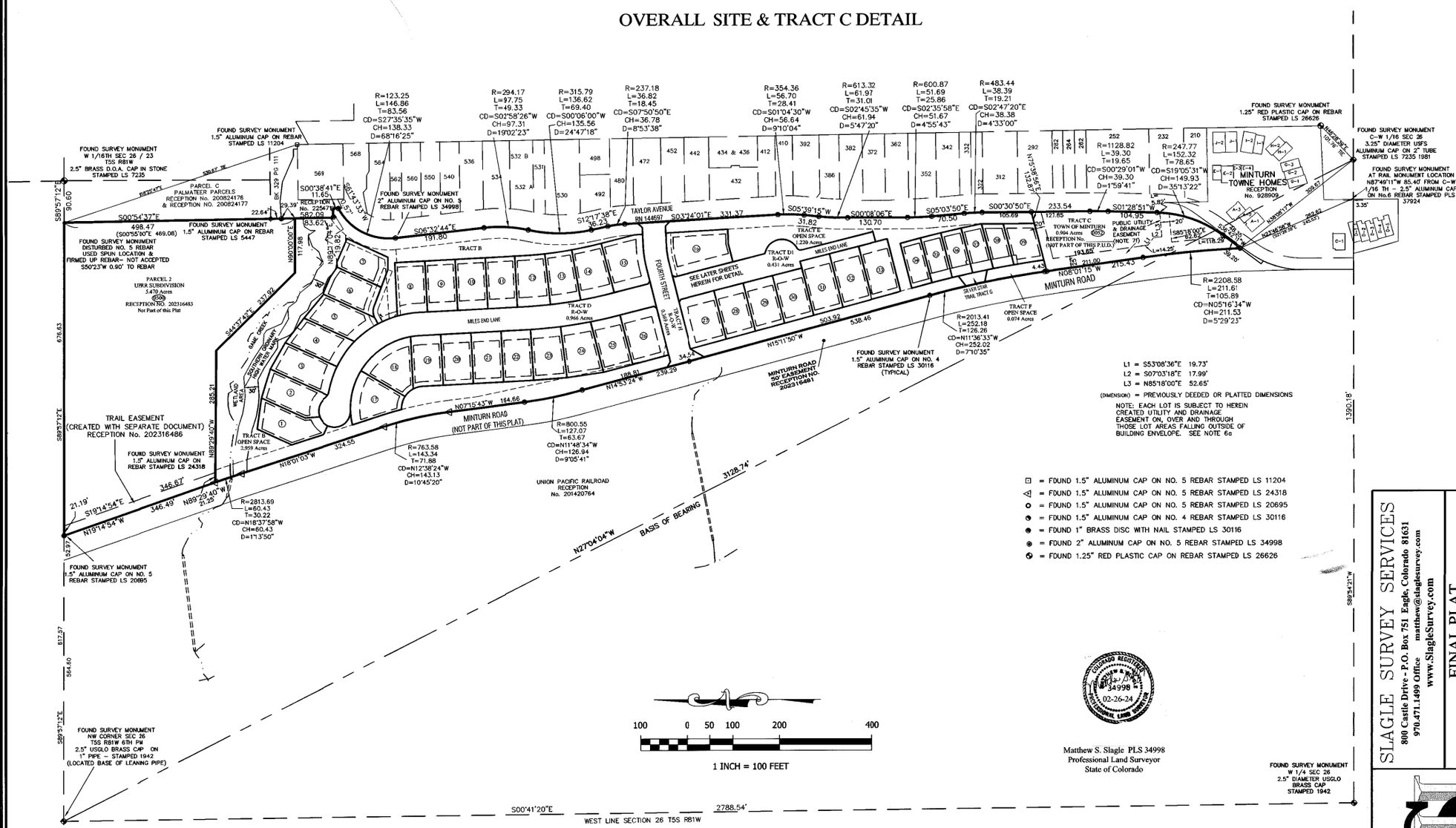
DRAWN BY: MSS | JOB NUMBER: 23055 | DRAWING NAME: 23055 FP2.dwg | DATE: 08-13-2023 | SHEET: 5 OF 5

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL



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

COLORADO REGISTERED MATTHEW S. SLAGLE 34998 02-26-24 PROFESSIONAL LAND SURVEYOR

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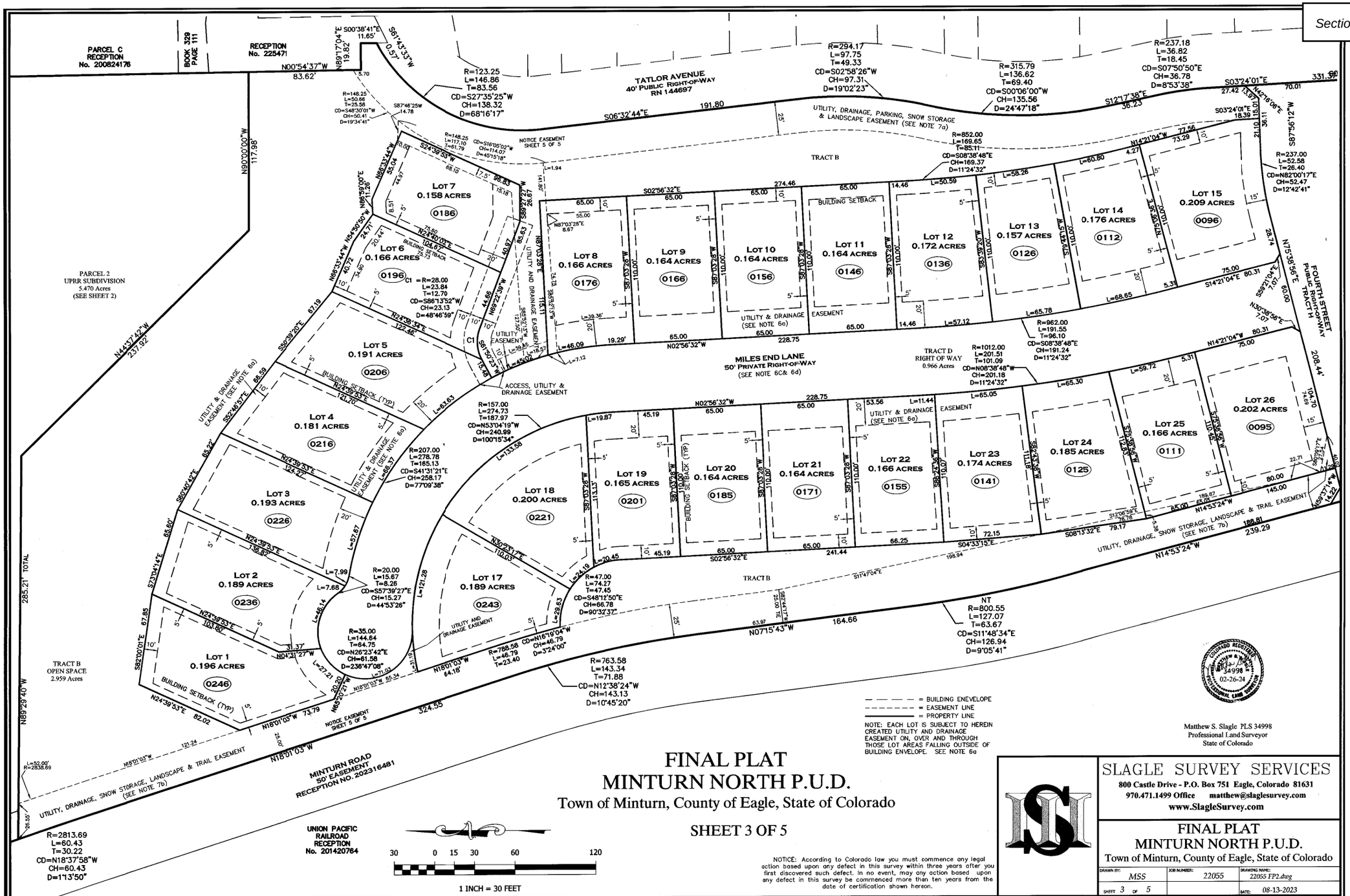
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS | JOB NUMBER: 22055 | DRAWING NAME: 22055 FP2.dwg | SHEET 2 OF 5 | DATE: 08-13-2023

202402234



FINAL PLAT
MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5

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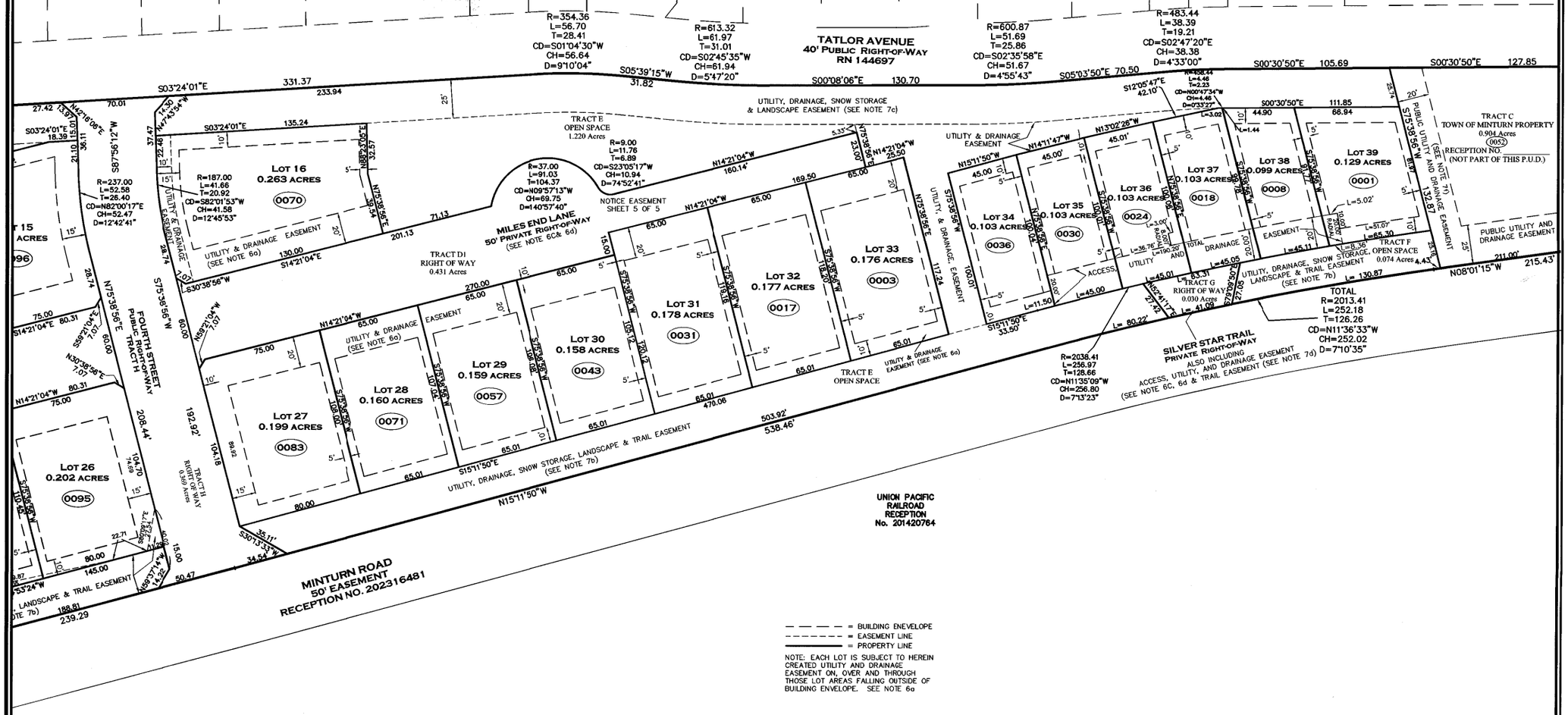
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 3 OF 5		DATE: 08-13-2023

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 34998 12-26-2024

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.

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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 4 OF 5		DATE: 08-13-2023

202402234

MATCH TO SHEET C.7

MATCH TO SHEET C.6

MATCH TO SHEET C.4

KEYMAP

CONSTRUCT FIFTY FOUR (54) 20x9' PARKING SPACES. REMOVE TOPSOIL. SLOPE AT 4% FROM EDGE OF EXISTING ASPHALT, 6" GRAVEL DEPTH, OR 6" ASPHALT MILLING DEPTH (ALTERNATE).

TAYLOR AVENUE

(OC-25) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 36" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5, W 12" CHECK DAMS EVERY 50 FT, SEE DETAIL SHT. DT.R4

LOCATE 3' x 3' MIN. SITE BOULDERS TO BE SPACED AT REAR OF PARKING STALL FOR AUTO SAFETY. BOULDERS TO BE PLACED 18" UNDERGROUND WITH 18" ABOVE GROUND.

APPROXIMATE LIMITS OF CONTAMINATED SOIL REMOVAL. SEE SHEET D.2

44 LF 24" RCP @ 1.3%, INV. IN 39.00, INV. OUT 38.43 SEE DETAIL SHT. DT.R4

TW 43.0 BW 42.0

TW 45.0 BW 43.5

TW 47.0 BW 45.6

(OC-28) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 24" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5, W 12" CHECK DAMS EVERY 50 FT.

TW 49.0 BW 47.5

TW 51.0 BW 50.2

INSTALL BOULDER WALL WHERE NEEDED TO ENABLE DITCH DEPTH & BE ABLE TO CATCH GRADE ON THE DOWNHILL SIDE, DETAIL SHT. DT.R3

INSTALL 130 LF GUARDRAIL PER CDOT M 606-1. USE CAUTION WHEN PLACING POSTS NOT TO DAMAGE STORM PIPES & UTILITIES

(OC-10) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 36" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5, W 12" CHECK DAMS WHERE SHOWN, SEE DETAIL SHT. DT.R4

TYPE R CURB INLET STRUCTURE #F W SNOUT & BIO-SKIRT, CL LIP EL:36.44, INV. EL: 32.32, 4.5' SUMP, 18F SNOUT

24 LF 18" ADS-N12 @ 2.1%

40 LF 24" RCP @3.5%, INV. IN 32.38, INV. OUT 30.99 SEE DETAIL SHT. DT.R4

TYPE R CURB INLET STRUCTURE #E W SNOUT & BIO-SKIRT, CL LIP EL:36.20, INV. EL: 32.38, 4.5' SUMP, 18F SNOUT

MILES END LANE

24 LF 18" ADS-N12 @ 2.1%

TYPE R CURB INLET STRUCTURE #D W SNOUT & BIO-SKIRT, CL LIP EL:36.02, INV. EL (E.): 31.80, INV. EL (W.): 31.60, 4.5' SUMP, 18F SNOUT

97 LF 18" ADS-N12 @ 4.3%, INV. OUT 30.44 W FES

TYPE R CURB INLET STRUCTURE #C W SNOUT & BIO-SKIRT, CL LIP EL:35.60, INV. EL (E.): 31.87, INV. EL (SW.): 31.67, 4.5' SUMP, 18F SNOUT

56 LF 18" ADS-N12 @ 2.1%, INV. OUT 30.49 W FES

(OC-10) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 48" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5, W 12" CHECK DAMS WHERE SHOWN, SEE DETAIL SHT. DT.R4

INSTALL 120 LF GUARDRAIL PER CDOT M 606-1. USE CAUTION WHEN PLACING POSTS NOT TO DAMAGE STORM PIPES & UTILITIES

TYPE R CURB INLET STRUCTURE #B W SNOUT & BIO-SKIRT, CL LIP EL:29.95, INV. IN: 27.03, INV. OUT 26.83, SUMP EL: 23.0

4 LF 18" ADS-N12 @ 2.0%, INV. OUT 26.75 W FES

24 LF 18" ADS-N12 @ 1.0%

TYPE R CURB INLET STRUCTURE #A W SNOUT & BIO-SKIRT, CL LIP EL:29.95, INV. EL: 27.27, SUMP EL: 23.52

FOURTH STREET

MINTURN ROAD

TYPE 16 DOUBLE CURB INLET STRUCTURE (#3)W SNOUT & BIO-SKIRT, GRATE FL EL:29.22 INV. EL: 25.72, 4.5' SUMP, 18F SNOUT

34 LF 18" ADS-N12 @ 2.70%, INV. OUT 24.80

20 LF 18" ADS-N12 @ 10.5%, INV. IN 27.50 W FES

TYPE 16 DOUBLE CURB INLET STRUCTURE (#2)W SNOUT & BIO-SKIRT, GRATE FL EL:28.20 INV. EL (E. W): 25.40, 4.5' SUMP, 18F SNOUT

INSTALL V DITCH, 12" DEEP W 2.5:1 SIDESLOPES

52 LF DUAL 24" RCP @ 2.58%, INV. IN 26.14, INV. OUT 24.80 SEE DETAIL SHT. DT.R4

RIPRAP SWALES TO EXISTING CHANNEL, 12" NOMINAL SIZE RIPRAP, 24" DEEP. DETAIL SHEET DT.R1

REPLACE EX. 15" HDPE

THERE IS A POSSIBILITY THAT A 200 PAIR UNDERGROUND COPPER TELEPHONE CABLE EXISTS ALONG THE MINTURN ROAD CORRIDOR. LOCATE PRIOR TO CONSTRUCTION.

EXISTING CHANNEL

REGRADE & RIPRAP 15 LF. OF CHANNEL 12" NOMINAL SIZE RIPRAP, 24" DEEP. DETAIL SHEET DT.R1

34 LF 18" ADS-N12 @ 1.2%, INV. OUT 25.00 W FES

EARTHWORK FILL MATERIAL PLACED BETWEEN MILES END ROAD AND THE BUILDING SETBACK SHALL BE MOISTURE CONTROLLED AND COMPACTED TO 95% STANDARD PROCTOR, TYP.

GENERAL SHEET NOTES:

USE EXTREME CAUTION IN THE VICINITY OF THE HIGH PRESSURE GAS LINES, TYP.

SEE POINT TABLE ON SHEET C18, TYP.

9 (0166) 10 (0156) 11 (0146) 12 (0136) 13 (0126) 14 (9112) 15 (0096) 16 (0086) 20 (0185) 21 (0171) 22 (0155) 23 (0141) 24 (0125) 25 (0111) 26 (0095) 27 (0083)

Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLORADO LICENSED
BRUCE D'LEMA
5/1/24
19082
PROFESSIONAL ENGINEER

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 20' 40'
Scale: 1" = 20'

811 Know what's below. Call before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.

Overall Grading and Drainage Plan
Construction Plan Set 5/1/24

No.	Date	Revision	By
1			
2			
3			
4			
5			
6			
7			
8			
9			

PROJECT NO. **22036**
Designer: **PAH**
Drafter: **BUI**
Date: **12/25/22**

Sheet **C.5**

File Name: **22036 c-grading.dwg**

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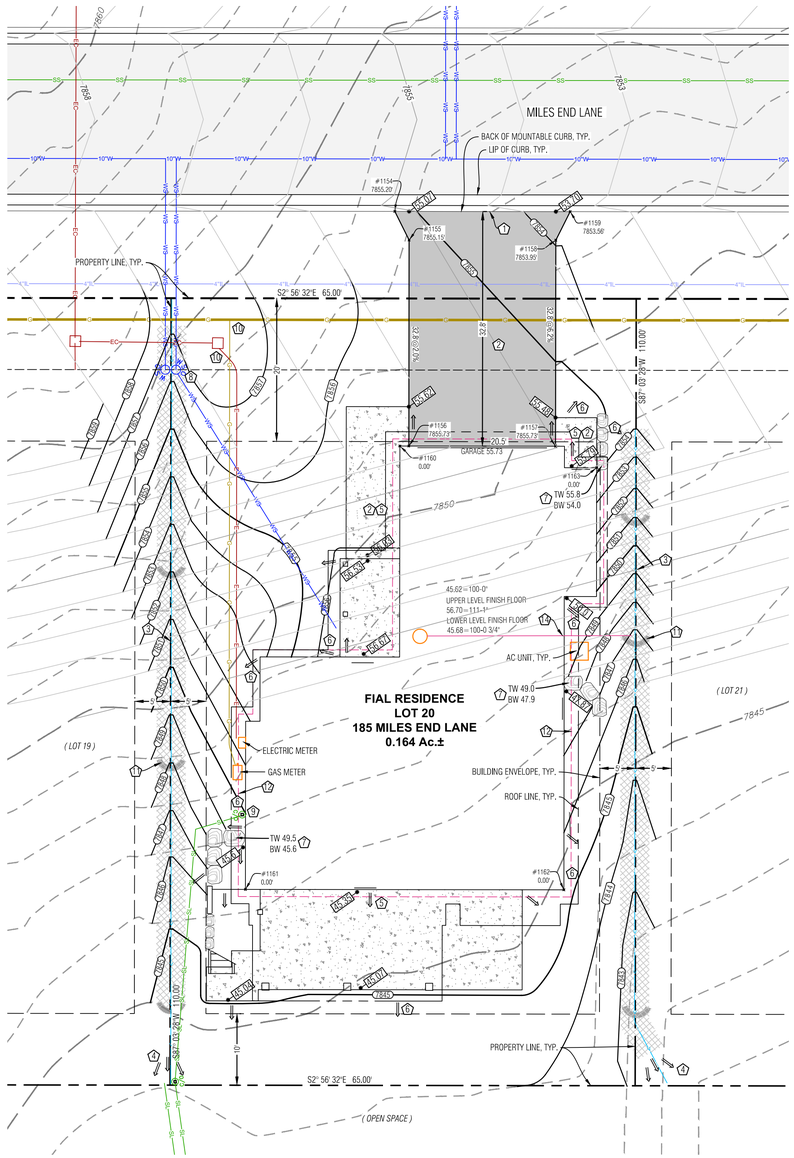


LEGEND

TW	TOP OF WALL
BW	BOTTOM OF WALL
GB	GRADE BREAK
EX	EXISTING
LP	LOW POINT
HP	HIGH POINT
86.75	PROPOSED SPOT ELEVATION
	DRAINAGE SWALE
	FLOW ARROW
SCF	SEDIMENT CONTROL FENCE
8020 / 8018	PROPOSED MAJOR/MINOR CONTOUR
8020 / 8018	EXISTING MAJOR/MINOR CONTOUR
	EROSION LOGS
	ASPHALT DRIVEWAY & AUTOCOURT
	NORTH AMERICAN GREEN SC-250BN EROSION CONTROL FABRIC OR RIPRAP ALTERNATIVE
	FLAGNOTE
	EX CURB STOP
PROPOSED / EXISTING E	POSSIBLE ELECTRIC SERVICE
G	POSSIBLE GAS SERVICE
WS	POSSIBLE WATER SERVICE
SL	POSSIBLE SEWER SERVICE
	FOUNDATION DRAIN
8"SD	DOWNSPOUT & STORM DRAIN WITH SIZE
	BOULDER WALL

Point Table				
Point #	Desc.	Elev.	North	East
1154	Driveway	7855.20'	4155.13	5446.61
1155	Driveway	7855.15'	4152.93	5442.72
1156	Driveway	7855.73'	4151.45	5413.96
1157	Driveway	7855.73'	4130.97	5415.01
1158	Driveway	7853.95'	4132.45	5443.77
1159	Driveway	7853.56'	4130.66	5447.87
1160	House Corner	0.00'	4152.70	5413.89
1161	House Corner	0.00'	4170.98	5350.87
1162	House Corner	0.00'	4126.54	5353.16
1163	House Corner	0.00'	4125.08	5412.31

NOTES:

1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC., JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.

2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.

3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.

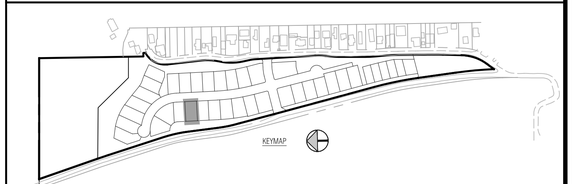
4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.

5) LOT AREA: 7,150 SF ±
DISTURBANCE AREA: 7,150 SF ±

6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.

FLAGNOTES:

1. MATCH TO BACK OF EXISTING CURB.
2. PROPOSED ASPHALT DRIVEWAY, AUTO-COURT AND CONCRETE WALKWAYS. STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT. ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
3. PROVIDE DRAINAGE SWALE AS SHOWN, WITH NORTH AMERICAN GREEN SC250 EROSION FABRIC OR RIPRAP WHERE SLOPE EXCEEDS 5%. SEE DETAIL.
4. WHERE PROPOSED SWALE DAYLIGHTS WITH NATURAL GROUND, FAN OUT DRAINAGE SWALE TO EVENLY DISSIPATE DRAINAGE, TYP.
5. SLOPE PATIOS, DECKS AND WALKS AT 2% MIN. AWAY FROM THE STRUCTURE.
6. GRADE AROUND THE PERIMETER OF BUILDING AS NECESSARY 10% FOR 5-FEET MIN. (10 FT. WHERE POSSIBLE) IN UNPAVED AREAS TO ENSURE PROPER DRAINAGE AWAY FROM THE FOUNDATION. IT WILL BE IMPORTANT TO CONSTRUCT AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING, WALKS AND WALLS TO EITHER THE AUTOCOURT, THE OUTLET SWALE, OR DOWNWARD SLOPING NATURAL GRADE. VERIFY DRAINAGE AND SWALE INTEGRITY ON A REGULAR BASIS.
7. INSTALL BOULDER WALL FOR LANDSCAPE AREAS PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
8. LOCATE EXISTING CURB STOP, CONFIRM LOCATION AND CONNECTION WITH THE WATER & SANITATION DISTRICT, CONNECT AND EXTEND NEW WATER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS.
9. APPROXIMATE LOCATION OF SEWER SERVICE STUB. CONFIRM INVERT PRIOR TO CONSTRUCTION FOR ABILITY TO SERVICE HOUSE BY GRAVITY, OR WHETHER A PUMP MAY BE REQUIRED. CONNECT AND EXTEND NEW SEWER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS. INSTALL CLEANOUTS AT HOUSE EXTERIOR AND ALL BEND LOCATIONS.
10. LOCATE, CONNECT TO, AND EXTEND GAS, ELECTRIC, AND COMMUNICATION SERVICES TO METER CABINET AND GAS METER LOCATION, MAINTAIN COVER & CLEARANCES BETWEEN/OVER NEW SERVICES PER UTILITY REGULATIONS.
11. EROSION LOGS PER DETAIL ON SHEET C2.
12. FOUNDATION DRAIN, TYP., INSTALL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT, DRAIN @ 0.5% MIN. TO DAYLIGHT, SEE DETAIL ON SHT. C2.
13. EXTEND THE FOUNDATION DRAIN FROM SUMP PUMP IN HOUSE TO DAYLIGHT WITH SOLID PIPE. COVER WITH A RODENT SCREEN AT END.



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Subsurface Utility Engineering (SUE)
Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION
Review

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811
Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 20, Minturn North P.U.D.

Site, Grading and Drainage Plan

DRB Submittal 5/31/24

No.	Date	Revision	By
1.			
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PROJECT NO.
23035
Designer:
PAH
Drafter:
BUI
Date:
5/24/24

Sheet
C1

File Name: ***mn lot 20 sp-01.dwg***

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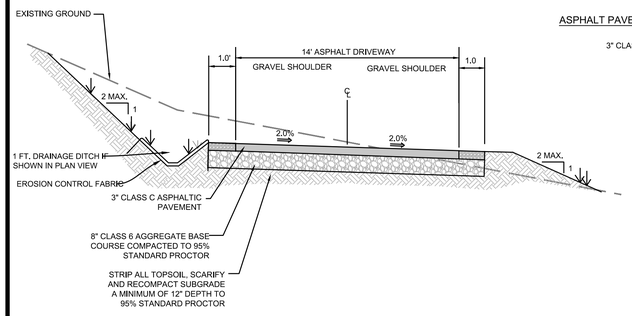
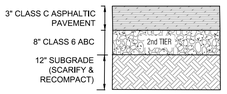


ASPHALT PAVEMENT SECTION



PAVEMENT SECTION

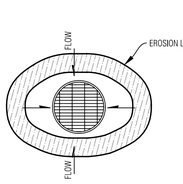
NOTE:
1. ALL AGGREGATE & SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR AT A MOISTURE CONTENT WITHIN 2% OF OPTIMUM.
2. IN NEW PAVING LOCATIONS STRIP ALL TOPSOIL, SCARIFY AND RECOMPACT SUBGRADE A MINIMUM OF 12" DEPTH TO 95% STANDARD PROCTOR.
3. EXTEND THE SECOND TIER (12" CLASS 2 ROAD BASE, OR 8" CLASS 6 ROAD BASE) 1 FT. BEYOND EDGE OF PAVEMENT OR GRAVEL SURFACE, BOTH SIDES.

DRIVEWAY & AUTOCOURT SECTION

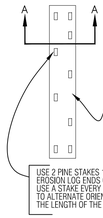
N.T.S. CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

PROPOSED DRIVEWAY TYP. SECTION

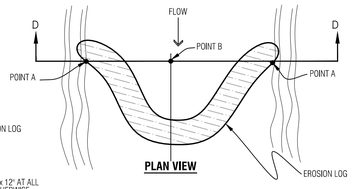
N.T.S. TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER



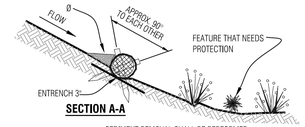
AREA DRAIN



PLAN VIEW

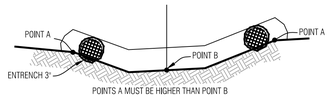


PLAN VIEW



SECTION A-A

Ø SEDIMENT REMOVAL SHALL BE PERFORMED CONTINUOUSLY FOR PROPER FUNCTION.

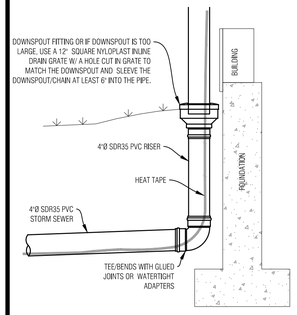


SECTION D-D

Temporary Erosion Control Log

N.T.S.

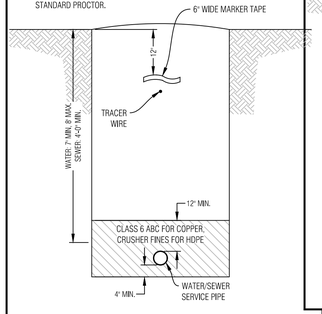
NOTES:
1. ROOF AND AREA DRAINS SHALL NOT BE CONNECTED TO THE FOUNDATION DRAIN SYSTEM.
2. ALL DOWNSPOUTS SHALL BE CONNECTED TO ADS N-12-WT CPP (WATERTIGHT), SCH.40 PVC OR SDR35 PVC. FLEXIBLE CORRUGATED PLASTIC IS NOT ACCEPTABLE.
3. ADDITIONAL FITTINGS AND BENDS MAY BE REQUIRED TO DEFLECT OVER OR AROUND LANDSCAPE WALLS.
4. HEAT TAPE SHALL BE INSTALLED IN ALL DOWNSPOUTS/STORM SEWER PIPES.



TYP. DOWNSPOUT CONNECTION

N.T.S.

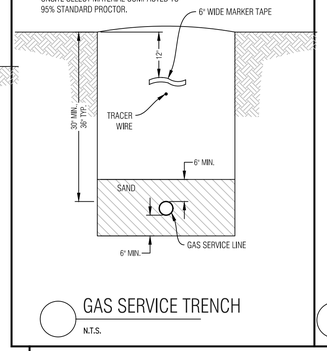
NOTES:
1. WATER SHALL BE INSTALLED WITH AT LEAST 10' OF SEPARATION BETWEEN WATER/SEWER AND 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



WATER/SEWER SERVICE TRENCH

N.T.S.

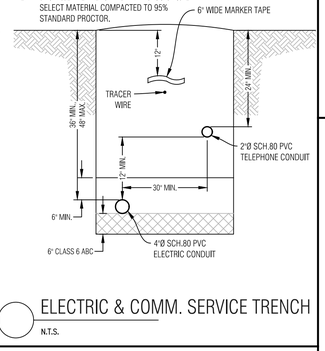
NOTES:
1. GAS SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



GAS SERVICE TRENCH

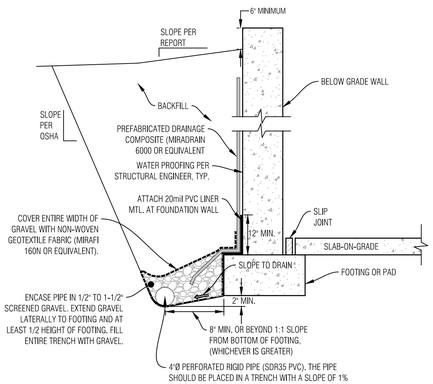
N.T.S.

NOTES:
1. ELECTRIC & TELEPHONE SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



ELECTRIC & COMM. SERVICE TRENCH

N.T.S.



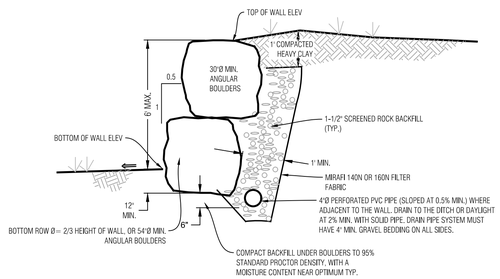
NOTES:
1. THE BOTTOM OF THE DRAIN SHOULD BE AT LEAST 2 INCHES BELOW BOTTOM OF FOOTING AT THE HIGHEST POINT AND SLOPE DOWNWARD TO A POSITIVE GRAVITY OUTLET OR TO A SUMP WHERE WATER CAN BE REMOVED BY PUMPING.
2. CONTRACTOR TO FOLLOW ANY ADDITIONAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER

TYPICAL FOUNDATION DRAIN

N.T.S.

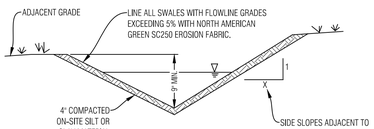
CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

NOTES:
1. THIS DETAIL IS FOR RETAINING LANDSCAPED AREAS ONLY AND SHALL NOT BE USED TO RETAIN STRUCTURE OR VEHICLE LOADED AREAS.
2. FREE DRAINING WALL BACKFILL SHOULD BE CAPPED WITH AT LEAST 12 INCHES OF COMPACTED HEAVY CLAYS TO REDUCE SURFACE WATER INFILTRATION.
3. ROUND RIVER BOULDERS ARE NOT ACCEPTABLE.
4. SET BASE ROWS ON BENCHES WHERE THE TOPSOIL HAS BEEN REMOVED AND THE SUBBASE HAS BEEN SCARIFIED TO 9" MINIMUM DEPTH & RECOMPACTED TO 95% STANDARD PROCTOR.
5. CARE SHOULD BE TAKEN NOT TO OVER COMPACT THE BACKFILL OR USE LARGE EQUIPMENT NEAR THE WALL.
6. SELECT AND PLACE BOULDERS IN A MANNER WHICH PERMITS AT LEAST 30% CONTACT AREA WITH ADJACENT BOULDERS.
7. PLACE LARGER BOULDERS AT BOTTOM AND TRANSITION TO SMALLER BOULDERS AT TOP OF WALL. UNDER NO CIRCUMSTANCES SHOULD ANY BOULDER BE PLACED ON TOP OF ANOTHER BOULDER WHICH IS SMALLER THAN ITSELF.



BOULDER WALL DETAIL, LANDSCAPED AREA

N.T.S.



INSTALL EROSION CONTROL FABRIC PER MANUFACTURERS RECOMMENDATIONS

TYPICAL SWALE SECTION

N.T.S. SHAPE DITCH ACCORDING TO SITE PLAN

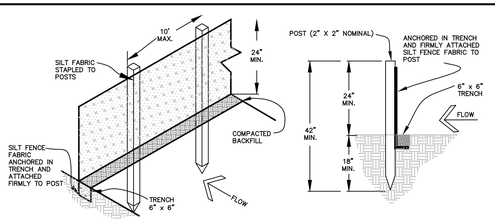
NOTE
SEE THE GRADING, DRAINAGE AND EROSION CONTROL SHEET FOR SWALE LOCATIONS

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL MEET OR EXCEED THE CURRENT CONSTRUCTION AND DESIGN STANDARDS ESTABLISHED BY THE DESIGN GUIDELINES AND TOWN OF MINTURN AND BE SUBJECT TO OBSERVATION BY THE TOWN AND THE PROJECT ENGINEER. IN THE EVENT OF CONFLICT PUD GUIDELINES SUPERCEDE TOWN.
2. THIS DESIGN WAS PREPARED WITHOUT THE BENEFIT OF A SUBSURFACE UTILITY ENGINEERING (SUE) STUDY OR MAP. THIS DESIGN HAS BEEN PREPARED FOR A PRIVATE DEVELOPMENT USING EXISTING UTILITY INFORMATION PROVIDED BY OTHERS. EXISTING UTILITIES ARE SHOWN AS THEY ARE BELIEVED TO EXIST, BUT MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. BOUNDARIES UNLIMITED INC. DID NOT CONFIRM ANY DATA PROVIDED OR PERFORM ANY ADDITIONAL RESEARCH OR NOTIFICATION TO ELEVATE THESE PLANS TO SENATE BILL 18-167 STANDARDS, AS SUCH, BOUNDARIES UNLIMITED INC. MAKES NO GUARANTY, EXPRESSED OR IMPLIED, FOR THE LOCATION OF SUBSURFACE UTILITIES CONTAINED WITHIN THIS PLAN SET. IF THE CLIENT AND/OR CONTRACTOR REQUIRES A SUBSURFACE UTILITY ENGINEERING STUDY OR MAP FOR FULL COMPLIANCE WITH SENATE BILL 18-167, THEN A MORE EXHAUSTIVE INVESTIGATION SHALL BE OBTAINED BY THE CLIENT AND/OR CONTRACTOR PRIOR TO COMMENCING WITH ANY CONSTRUCTION. OTHERWISE, PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER OF ANY POTENTIAL CONFLICTS PRIOR TO UTILITY CONSTRUCTION SO THAT LINE OR GRADE CHANGES CAN BE MADE TO AVOID A CONFLICT WITH ANY EXISTING UTILITY. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION AND, AT NO EXPENSE TO THE CLIENT OR PROJECT ENGINEER, REPAIR ANY DAMAGED UTILITIES.
3. ALL EXCAVATIONS FOR UTILITY LINES, RETAINING WALLS, ROADWAYS, BUILDING STRUCTURES, DRAINAGE FACILITIES AND TRENCHES, SHALL MEET THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), COLORADO INDUSTRIAL COMMISSION, OR THE COLORADO DIVISION OF MINES, WHICH EVER APPLIES. SAFETY IS THE CONTRACTOR'S RESPONSIBILITY. NO OTHER PARTIES ARE RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATING HERETO.
4. COMPACTION MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE TOWN AND THE PROJECT ENGINEER PRIOR TO ACCEPTANCE. COMPACTION SHALL MEET OR EXCEED TOWN REGULATIONS. 95% STANDARD PROCTOR DENSITY IS REQUIRED FOR ALL ROADWAY AND DRIVEWAY SUBGRADE CONSTRUCTION AND TRENCH BACKFILL UNDER THE SAME, & 90% STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS, UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER. SEE SOILS REPORT FOR STRUCTURAL FOUNDATION RECOMMENDATIONS.
5. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE STREET RIGHT OF WAY AND PROPERTY OWNED, OR EASEMENTS PROVIDED TO OWNER. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER INVOLVED. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL ENSURE DRAINAGE AWAY FROM ALL STRUCTURES IN ALL DIRECTIONS. DO NOT ALLOW WATER TO POND ON-SITE, PROVIDE SWALES TO DRAINAGE STRUCTURES AND RUNOUT. SHALLOW DRAINAGE SWALES HAVE A TENDENCY OVER TIME TO FILL IN & BECOME LESS EFFECTIVE. PERIODIC MAINTENANCE, AT LEAST TWICE A YEAR, IS NECESSARY TO CHECK THE INTEGRITY OF THE SWALE & MAINTAIN DRAINAGE CHARACTERISTICS. BUILDING FOUNDATION WALL HEIGHT TO BE A MINIMUM OF 6" ABOVE FINISH GROUND AT EXTERIOR WALL.
7. THE CONTRACTOR SHALL AT ALL TIMES KEEP TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.
8. ON-SITE OBSERVATIONS AND REVIEW CONDUCTED BY THE TOWN OR THE PROJECT ENGINEER OF CONSTRUCTION WORK IN PROGRESS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY BY THE TOWN OR THE PROJECT ENGINEER OF THE COMPLETED WORK AND THE CONTRACTOR'S RESPONSIBILITIES.
9. THE CONTRACTOR SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO SIGNIFICANTLY REDUCE ANY POTENTIAL POLLUTION CAUSED BY HIS ACTIVITIES, INCLUDING VEHICLE FUELING, STORAGE OF FERTILIZERS OR CHEMICALS, ETC. THE CONTRACTOR SHALL HAVE IDENTIFIED PROCEDURES FOR HANDLING POTENTIAL POLLUTANTS AND IDENTIFIED SPILL PREVENTION AND RESPONSE PROCEDURES PRIOR TO ANY ACTIVITIES AT THE PROJECT SITE.
10. THE CONTRACTOR SHALL NOT SCALE DRAWINGS FOR CONSTRUCTION PURPOSES. ANY MISSING DIMENSIONS OR DISCREPANCIES IN PLANS, FIELD STAKING, OR PHYSICAL FEATURES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER. IF THE CONTRACTOR PROCEEDS WITH THE WORK WITHOUT NOTIFYING THE ENGINEER, HE DOES SO AT HIS OWN RISK.
11. DISPOSAL OF TRASH, ASPHALT, CONCRETE AND CONSTRUCTION DEBRIS IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE CONSIDERED PART OF THE WORK.
12. HORIZONTAL & VERTICAL INFORMATION FOR EXISTING PROPERTY LINES, TOPOGRAPHY, ROADWAY, UTILITIES & DRAINAGE STRUCTURES WERE TAKEN FROM THE DESIGN DRAWINGS FOR THE MINTURN NORTH PUD, ALSO SEE LANDSCAPE, ARCHITECTURAL AND STRUCTURAL ENGINEERING PLANS FOR ADDITIONAL BUILDING AND LANDSCAPE INFORMATION.
13. IN NON HARDSCAPE AREAS, GRADE AT A MINIMUM OF 12" IN THE FIRST 5 FEET AWAY FROM THE STRUCTURE, OR AS DIRECTED BY THE GEOTECHNICAL STUDY. EXTERIOR BACKFILL SHOULD BE ADJUSTED TO NEAR OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN PAVEMENT AREAS AND TO AT LEAST 90% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. SEE & FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL SUBSOIL STUDY BY KUMAR & ASSOCIATES, INC. DATED _____, JOB NO. _____.
14. ALL PRODUCT INFORMATION SHOWN IS AS PROVIDED BY THE MANUFACTURER. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE INSTALLATION OF ALL MATERIALS WITH SPECIAL ATTENTION TO PROPER SEALING OF MATING SURFACES. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE DELIVERED PRODUCTS AND THOSE SHOWN ON THIS PLAN.
15. FOUNDATION AND RETAINING WALL DESIGNS TO BE OBTAINED FROM, OR VERIFIED BY THE PROJECT STRUCTURAL OR GEOTECHNICAL ENGINEER.
16. THE FOUNDATION DRAIN SYSTEM SHALL BE INSTALLED PER THE RECOMMENDATION OF THE STRUCTURAL AND GEOTECHNICAL ENGINEERS.
17. THE SURVEYOR RESPONSIBLE FOR STAKING THE FOUNDATION OF THE HOUSE IS RESPONSIBLE TO MAKE SURE HE HAS THE LATEST SITE, FOUNDATION & ARCHITECTURAL PLANS AVAILABLE, ALONG WITH ANY UPDATED LOTLINE, SETBACK & EASEMENT INFORMATION.
18. INSTALL ROOF GUTTERS AND DOWNSPOUTS THAT DISCHARGE WELL BEYOND THE LIMITS OF ALL BACKFILL. CONFIRM DOWNSPOUT DRAINAGE HAS GOOD POSITIVE GRADE RUNNING AWAY FROM THE HOUSE. STORM DRAIN PIPES TO BE INSTALLED WITH 1% MINIMUM SLOPE TO THE OUTFALL POINTS. HEAT TAPE SHALL BE INSTALLED IN ALL EXTERIOR ROOF GUTTERS, DRAIN PIPES, DOWNSPOUTS, AREA DRAINS, TRENCH DRAINS, STORM DRAIN PIPES AND GRATED STRUCTURES.
19. LANDSCAPING WHICH REQUIRES REGULAR HEAVY IRRIGATION SUCH AS SOD, AND LAWN SPRINKLER HEADS SHOULD BE LOCATED AT LEAST 10 FEET FROM FOUNDATION WALLS.
20. ACCUMULATED SNOWFALL SHALL BE REMOVED TO GRASS AREA TO ENSURE THAT PROPER DRAINAGE AWAY FROM THE BUILDING IS MAINTAINED.
21. FINISH GRADE & SPOT ELEVATIONS AT THE EXTERIOR OF THE STRUCTURE ASSUME THAT THE FOUNDATION WALLS EXTEND ABOVE THE BUILDING FINISH FLOOR & HANGER FLOOR JOISTS ARE USED. EXTERIOR GRADE TO BE A MINIMUM OF 6" BELOW TOP OF FOUNDATION WALL. THE FOUNDATION WALL HEIGHT MAY NEED TO BE EXTENDED IN ORDER TO ACHIEVE POSITIVE DRAINAGE AWAY FROM THE STRUCTURE.
22. INSTALL DEEP & SHALLOW UTILITY SERVICES ACCORDING TO RESPECTIVE UTILITY COMPANY OR METRO DISTRICT SPECIFICATIONS AND REGULATIONS. HORIZONTAL LOCATIONS OF SERVICE LINES ARE SUGGESTIONS ONLY. PROPOSED UTILITY SERVICES TO THE RESIDENCE MAY BE VARIED FROM THE LOCATIONS SHOWN. ALL WATER AND SEWER SERVICES SHALL BE INSTALLED PER METRO DISTRICT REGULATIONS.
23. DRAINAGE PIPES CALLED OUT AS ADS SHALL BE ADVANCED DRAINAGE SYSTEMS N-12 WATER RESISTANT PIPE (ADS N-12-WT) OR ENGINEER APPROVED EQUAL. ALL PIPES SHALL BE INSTALLED WITH WATERTIGHT CONNECTIONS.
24. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITTING FOR CONSTRUCTION FROM THE APPROPRIATE GOVERNMENTAL ENTITIES.
25. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.

GENERAL NOTES

N.T.S.



EROSION CONTROL NOTES:

1. IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL MEASURES SHALL PRECEDE STRIPPING OF NATIVE VEGETATIVE COVER AND AS GRADING PROGRESSES.
2. ALL TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. STRAW BALE DIKES OR SILT FENCING MAY REQUIRE PERIODIC REPLACEMENT. SEDIMENT TRAPS WILL REQUIRE PERIODIC SEDIMENT REMOVAL.
3. INSTALL PERMANENT EROSION FABRIC IN THE FLOW LINES OF DRAINAGE SWALES.

SEDIMENT CONTROL FENCE DETAIL

N.T.S.

Boundaries Unlimited Inc.
Civil Engineering Surveying & Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR Review CONSTRUCTION

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811 Know what's below. Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 20, Minturn North P.U.D.

Details and Notes
DRB Submittal 5/31/24

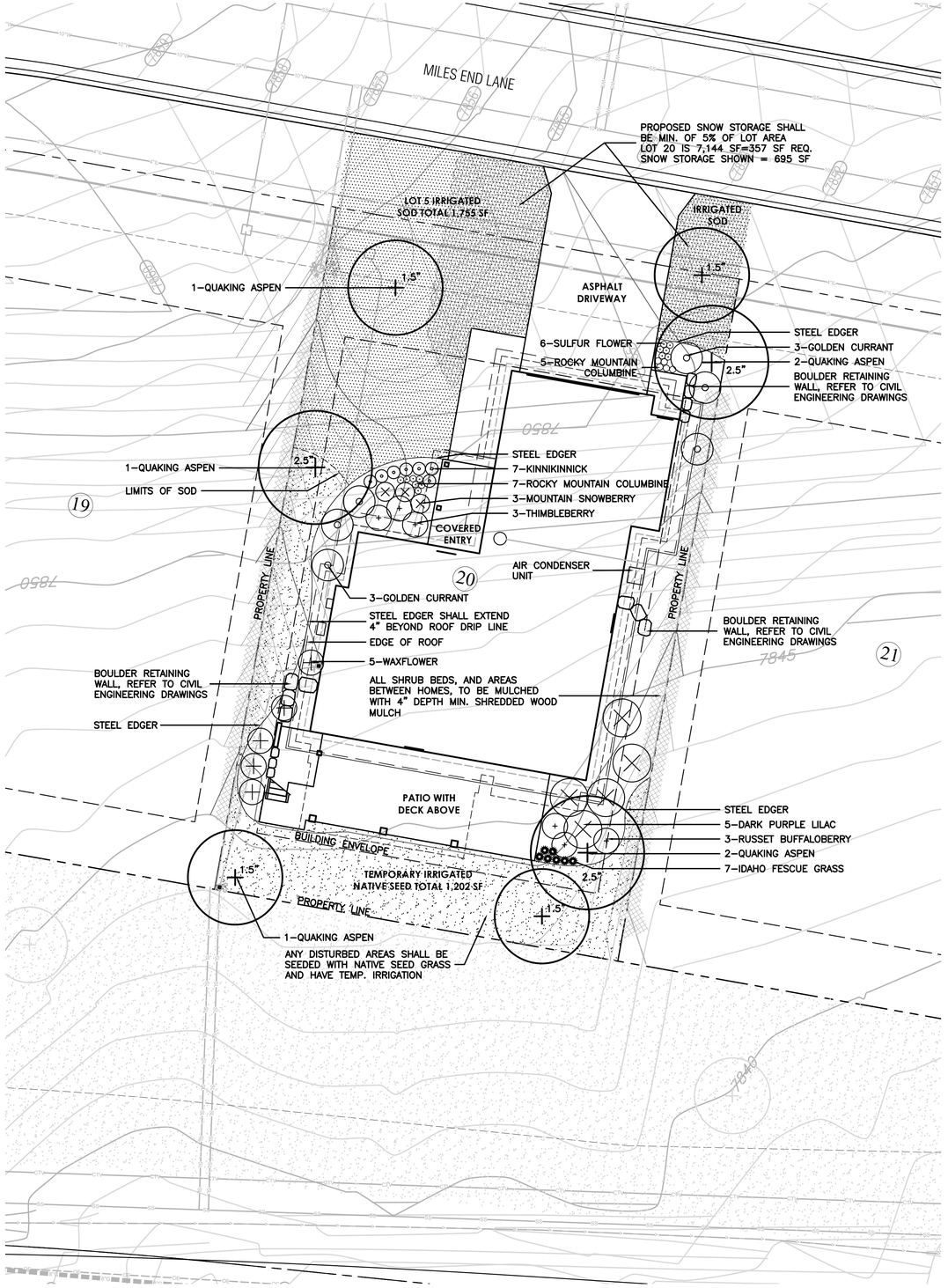
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO. **23035**
Designer: **PAH**
Drafter: **BUI**
Date: **5/24/24**

Sheet **C2**

File Name: **mn lot 20 sp-01.dwg**

N:\PROJECTS\2023\23035-Minturn North Individual Lots\dwg\Lot 20 Fall\MN Lot 20 SP-01.dwg 5/30/2024 10:59 AM



LEGEND

- IRRIGATED SOD, REFER TO L2 FOR DETAILS
- NATIVE SEED MIX WITH TEMPORARY IRRIGATION, REFER TO L2 FOR DETAILS
- PROPOSED BOULDER RETAINING WALL, REFER TO CIVIL ENGINEERING FOR DETAILS
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS SHRUBS
- PROPOSED ORNAMENTAL GRASSES
- PROPOSED FLOWERING PERENNIALS
- SNOW STORAGE AREA

811 Know what's below. Call before you dig.

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.

LOT 20-LANDSCAPE PLAN

TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

0 5 10 20
SCALE: 1"=10'-0"

DRB SUBMITTAL

SHEET TITLE:

PROPOSED LANDSCAPE PLAN

SCALE: 1"=10'-0"

SHEET NUMBER:

L1

General Notes and Specifications:

1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and Town of Minturn standards.
4. See Civil Engineering sheets for final grading and drainage.
5. Snow Storage area shall be a min. of 25% of all driveway and parking areas.

Revegetation Notes:

1. Seed shall be broadcast and raked to ¼" depth.
2. Apply Biodegradable Green Dyed-Wood Celluose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
3. Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ⅓ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:

Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop–Up Spray Irrigation For Bluegrass Sod	1,755 SF
	Permanent micro–spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	7 TREES x 4.5 SF = 32 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,908 SF
	Temporary Spray Irrigation For Native Seed	1,202 SF

IRRIGATION NOTES:

1. DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED SOD, NATIVE SEED GRASS, AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MICRO–SPRAY HEADS OR DRIP IRRIGATION, DEPENDING ON PLANT MATERIAL, IN PERENNIAL AND GROUNDCOVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE, AND POP–UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
2. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.

ALL DISTURBED AREAS SHALL BE SEEDED WITH: 'DRY NATIVE MOUNTAIN' SEED MIX

THIS SEED MIX HAS BEEN CHOSEN FOR THE SPECIFIC PROJECT LOCATION AND ELEVATION. LANDSCAPE INSTALLER SHALL NOT DEVIATE FROM THIS REVEGETATION SEED MIX WITHOUT WRITTEN APPROVAL FROM THE RESORT CONCEPTS SITE MANAGER.

COMMON NAME	SEEDING RATE % MIX	BULK LBS PER ACRE
SANDBERG BLUE	10%	5.00
MOUNTAIN BROME	20%	10.00
SLENDER WHEATGRASS	15%	7.50
BLUEBUNCH WHEATGRASS	10%	5.00
ROCKY MOUNTAIN FESCUE	10%	5.00
THICKSPIKE WHEATGRASS	15%	7.50
BOTTLEBRUSH SQUIRRELTAIL	2.5%	1.25
STREAMBANK WHEATGRASS	15%	7.50
PRAIRIE JUNEGRASS	2.5%	1.25
TOTAL LBS./ACRE	100%	50

NOTES:

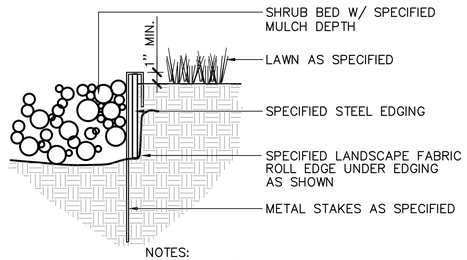
PERCENTAGES OF MIXES VARY YEAR–TO–YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY, CO 80632.
PHONE: 1–800–782–5947
WEBSITE: PAWNEEBUTTESSEED.COM

PROPOSED PLANT MATERIALS LIST

Note: All plant material has been chosen from the CSU Extension Office recommended plant lists. These lists have been cross referenced to find suitable plants for the elevation of Minturn (10,000 ft and above), and also to maximize use of plants native to the area, low-water use plants, and plants that enhance habitat and food sources for insects, butterflies, birds and other animals. The cross referenced lists are the following:

- CSU Extension, Fire Wise Plant Materials - 6.305
- CSU Extension, Trees and Shrubs for Mountain Areas - Fact Sheet No. 7.423
- CSU Extension, Low-Water Native Plants for Colorado Gardens, Mountains 7,500' and Above - CO Native Plant Society
- CSU Extension, Native Trees for Colorado Landscapes - Fact Sheet No. 7.421
- CSU Extension, Native Shrubs for Colorado Landscapes - Fact Sheet No. 7.422

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
	DECIDUOUS TREES			
4	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
3	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
	ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)			
7	Idaho Fescue Grass, Festuca idahoensis 'Siskiyou Blue'	1 & 2	1 gal.	Container Full
	PERENNIAL GROUNDCOVERS (planted @ 12" O.C. spacing)			
7	Kinnikinnick Arctostaphylos uva–ursi	1 & 2	1 gal.	Container Full, 5 canes minimum
6	Sulfur Flower Eriogonum umbellatum	1 & 2	Flats of 15 or 32	
	PERENNIAL FLOWERS (planted @ 12" O.C. spacing)			
12	Rocky Mountain Columbine Aquilegia coerulea	1 & 2	Flats of 15 or 32	
	DECIDUOUS SHRUBS			
5	Dark Purple Lilac Syringa vulgaris 'Yankee Doodle'	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
6	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
3	Mountain Snowberry Symphoricarpos oreophilus	1 & 2	5 gal.	Container, 5 canes minimum 12"–18" ht.
3	Thimbleberry Rubus parviflorus	1 & 2	5 gal.	Container, 5 canes minimum 18"–24" ht.
3	Russet Buffaloberry Shepherdia canadensis	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
5	Waxflower Jamesia americana	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.



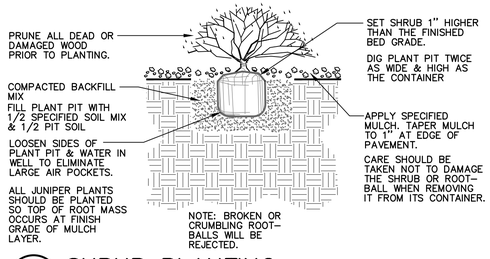
NOTES:
1) SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.

2) EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.

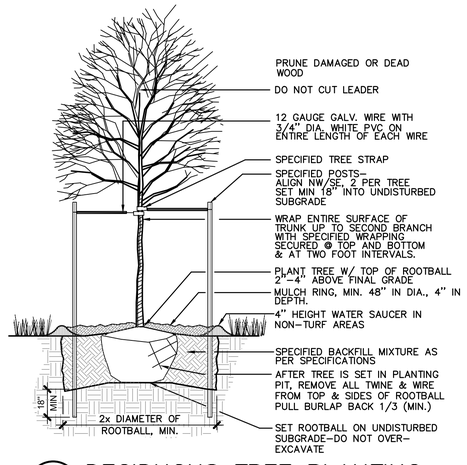
3) ALL JOINTS TO BE SECURELY STAKED.

4) CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

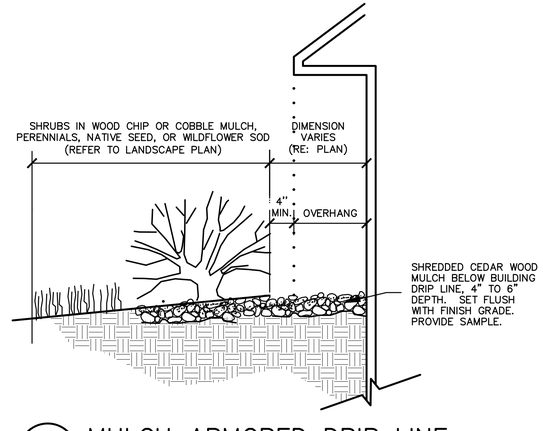
1 L2 STEEL EDGER — NOT TO SCALE



2 L2 SHRUB PLANTING — NOT TO SCALE



3 L2 DECIDUOUS TREE PLANTING — NOT TO SCALE



4 L2 MULCH ARMORED DRIP LINE — NOT TO SCALE

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

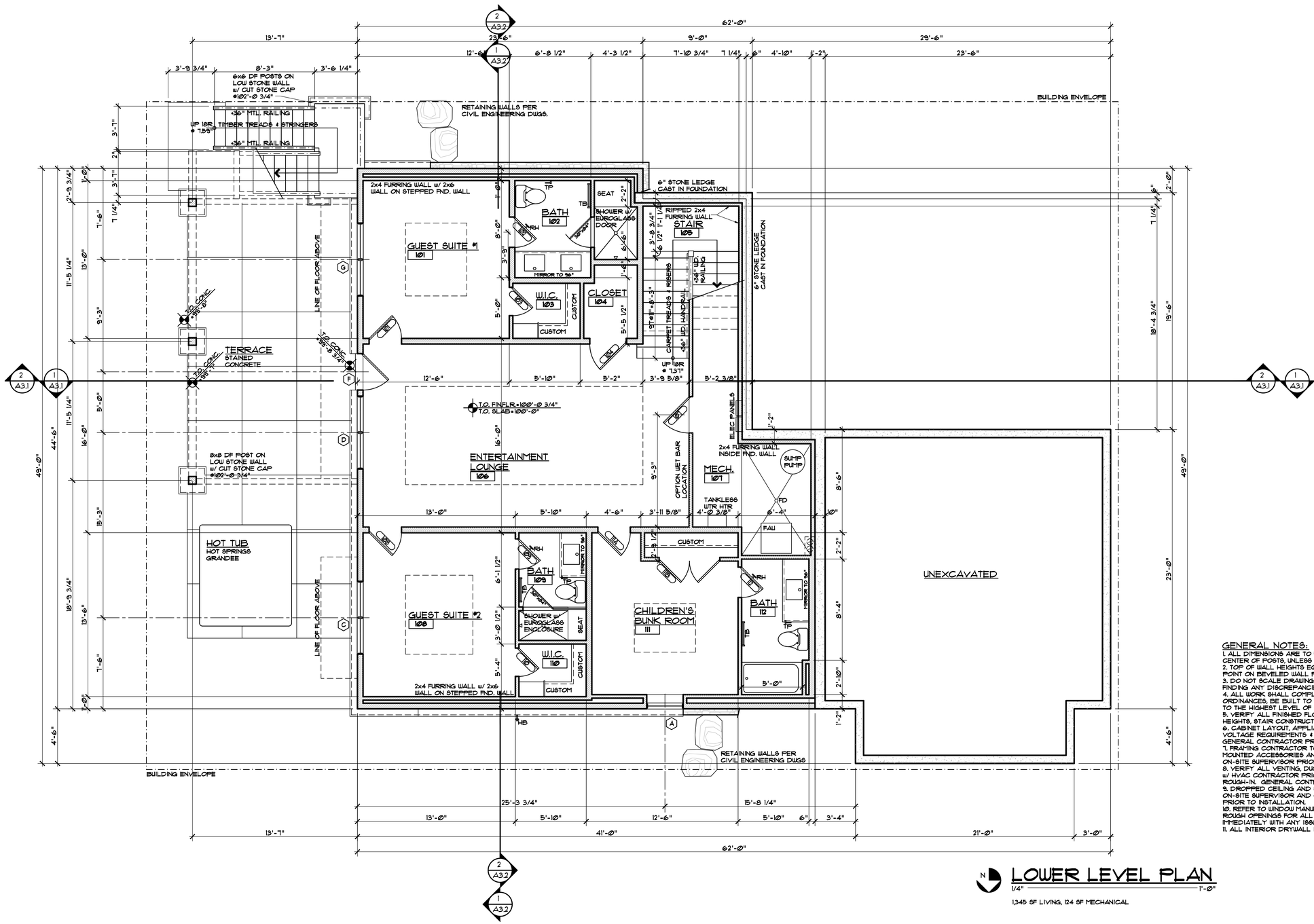
MINTURN NORTH P.U.D.
LOT 20-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2



LOWER LEVEL PLAN

1/4" = 1'-0"

1,345 SF LIVING, 124 SF MECHANICAL

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY.)
6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL/LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
7. FRAMING CONTRACTOR TO PROVIDE BLOCKING FOR ALL SURFACE MOUNTED ACCESSORIES AND SHALL COORDINATE PLACEMENT WITH ON-SITE SUPERVISOR PRIOR TO INSTALLATION.
8. VERIFY ALL VENTING, DUCTWORK, SUPPLY AND RETURN AIR LOCATIONS W/ HVAC CONTRACTOR PRIOR TO COMPLETION OF FRAMING & ELECTRICAL ROUGH-IN. GENERAL CONTRACTOR TO APPROVE ALL LOCATIONS.
9. DROPPED CEILING AND SOFFIT LOCATIONS SHALL BE APPROVED BY ON-SITE SUPERVISOR AND COORDINATED W/ M.E.P. SUB-CONTRACTORS PRIOR TO INSTALLATION.
10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD, U.N.O.

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE MINTURN NORTH DESIGN REVIEW BOARD, TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

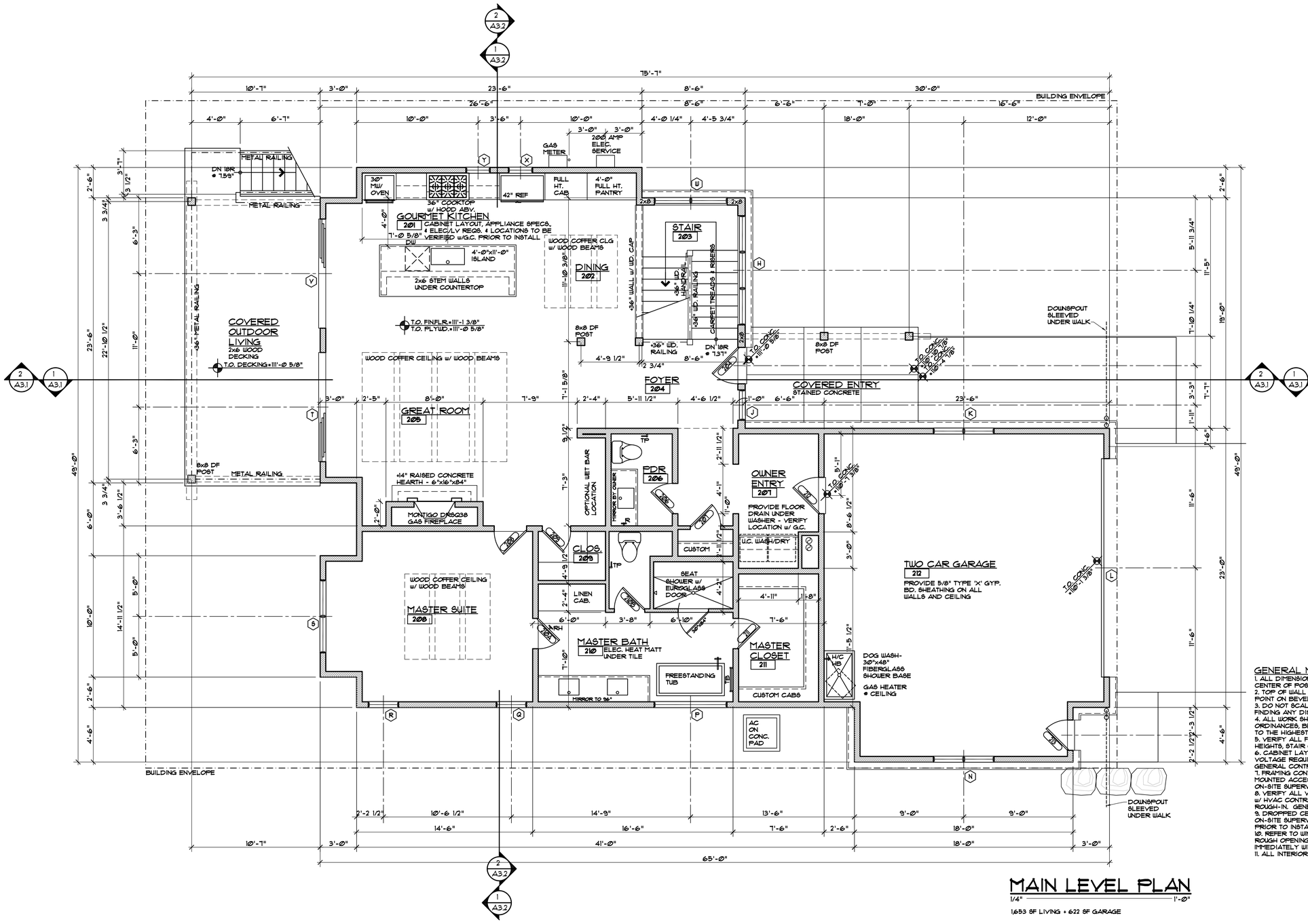
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

FIAL
LOT 20
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L20

ISSUED #	DATE	BY	COMMENTS
3	5-31-24	DUE	DRB SUBMITTAL SET

A1.1



MAIN LEVEL PLAN

1/4" = 1'-0"

1,653 SF LIVING + 622 SF GARAGE

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
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RESORT CONCEPTS
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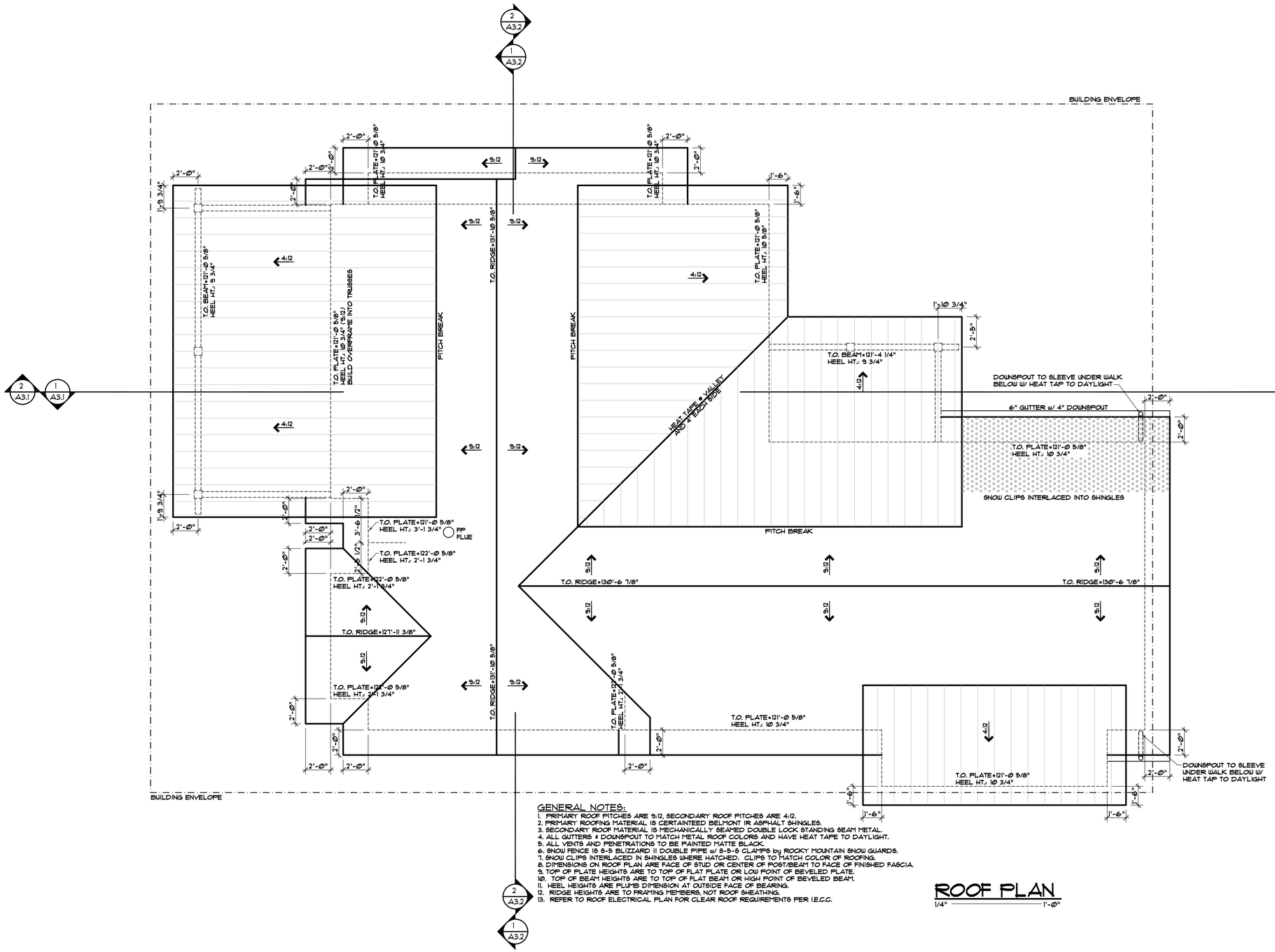
EDWARDS, COLORADO
(970) 926-1720

FIAL
185 MILES END LANE
LOT 20, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L20

ISSUED #	DATE	BY	COMMENTS
4	6-26-24	DUE	REVISED DRB SUBMITTAL SET
3	5-31-24	DUE	DRB SUBMITTAL SET

A1.2



GENERAL NOTES:

1. PRIMARY ROOF PITCHES ARE 9:12, SECONDARY ROOF PITCHES ARE 4:12.
2. PRIMARY ROOFING MATERIAL IS CERTAINTEED BELMONT IR ASPHALT SHINGLES.
3. SECONDARY ROOF MATERIAL IS MECHANICALLY SEAMED DOUBLE LOCK STANDING SEAM METAL.
4. ALL GUTTERS & DOWNSPOUT TO MATCH METAL ROOF COLORS AND HAVE HEAT TAPE TO DAYLIGHT.
5. ALL VENTS AND PENETRATIONS TO BE PAINTED MATTE BLACK.
6. SNOW FENCE IS 6-5 BLIZZARD II DOUBLE PIPE w/ 6-5-8 CLAMPS by ROCKY MOUNTAIN SNOW GUARDS.
7. SNOW CLIPS INTERLACED IN SHINGLES WHERE HATCHED. CLIPS TO MATCH COLOR OF ROOFING.
8. DIMENSIONS ON ROOF PLAN ARE FACE OF STUD OR CENTER OF POST/BEAM TO FACE OF FINISHED FASCIA.
9. TOP OF PLATE HEIGHTS ARE TO TOP OF FLAT PLATE OR LOW POINT OF BEVELED PLATE.
10. TOP OF BEAM HEIGHTS ARE TO TOP OF FLAT BEAM OR HIGH POINT OF BEVELED BEAM.
11. HEEL HEIGHTS ARE PLUMB DIMENSION AT OUTSIDE FACE OF BEARING.
12. RIDGE HEIGHTS ARE TO FRAMING MEMBERS, NOT ROOF SHEATHING.
13. REFER TO ROOF ELECTRICAL PLAN FOR CLEAR ROOF REQUIREMENTS PER I.E.C.C.

ROOF PLAN

1/4" = 1'-0"

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

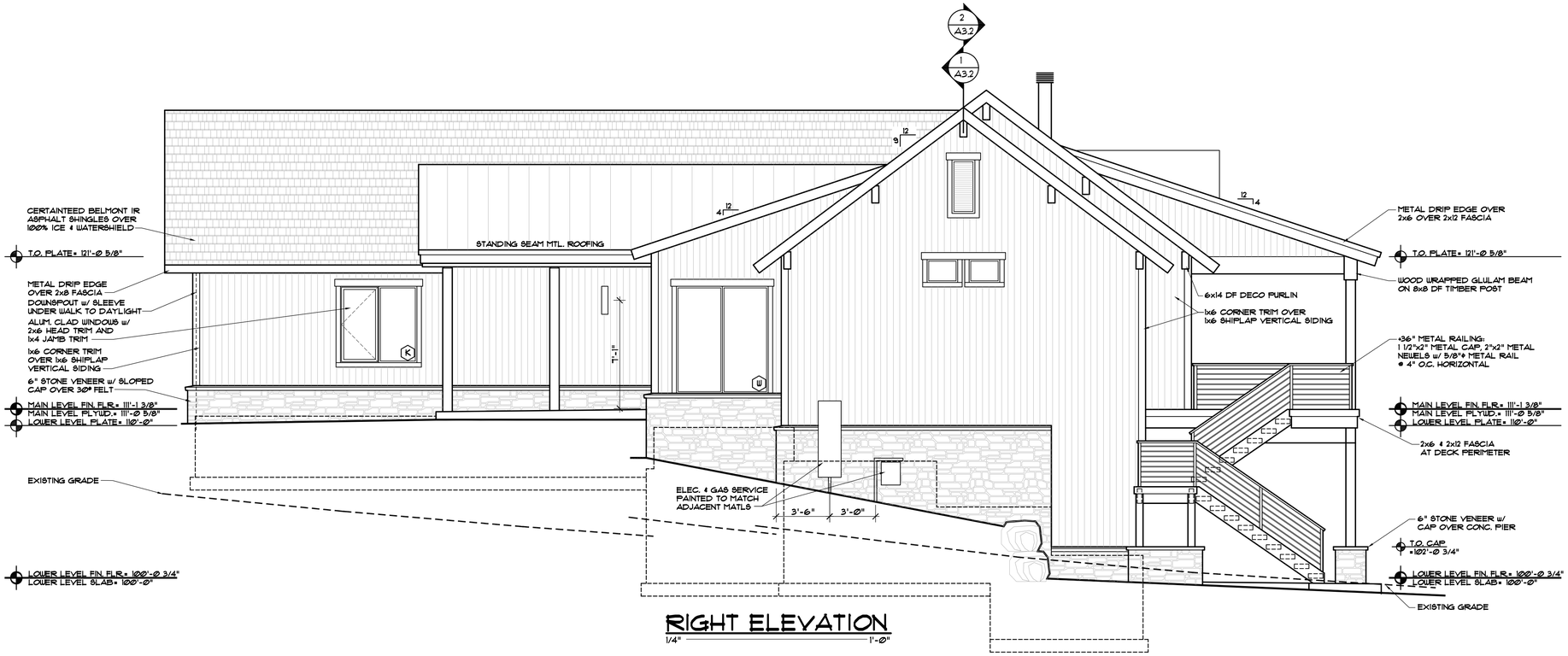
FIAL
185 MILES END LANE
LOT 20, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L20

ISSUED

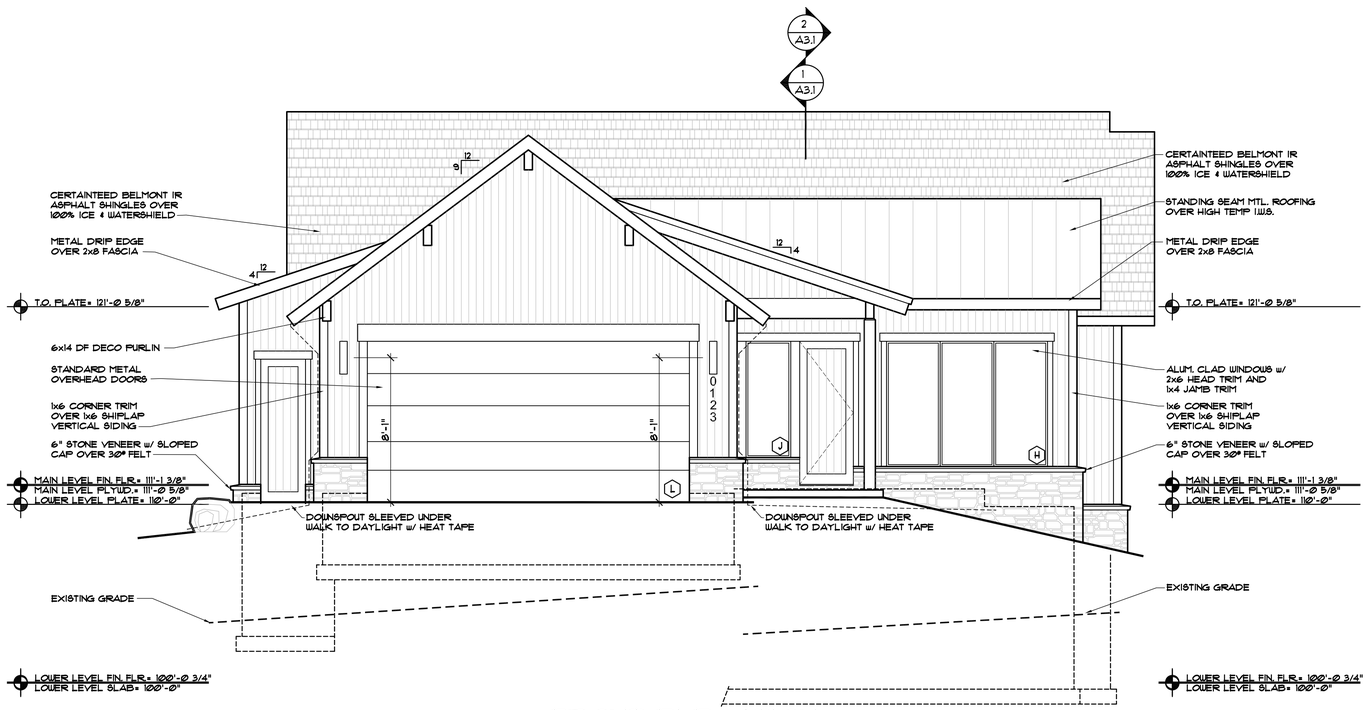
#	DATE	BY	COMMENTS
4	6-26-24	DUE	REVISED DRB SUBMITTAL SET
3	5-31-24	DUE	DRB SUBMITTAL SET

A1.3



RIGHT ELEVATION

1/4" = 1'-0"



FRONT ELEVATION

1/4" = 1'-0"

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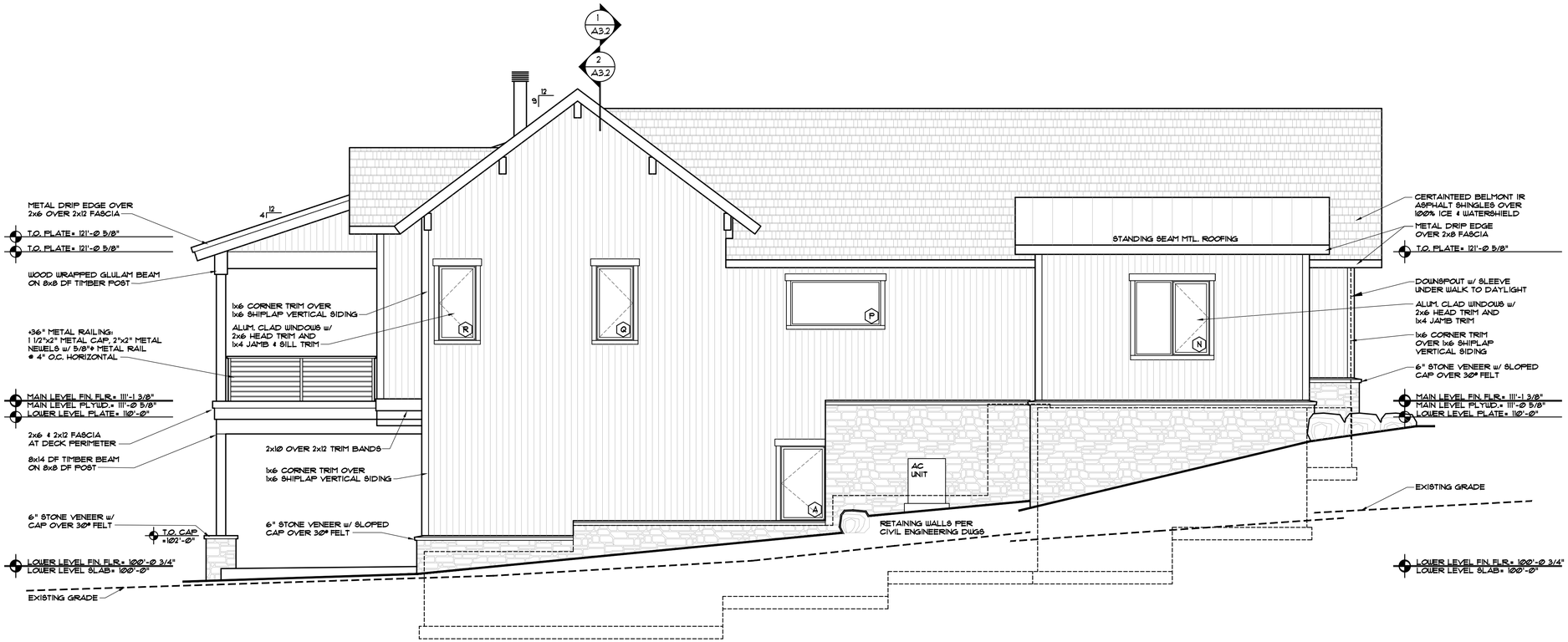
ISSUED			
#	DATE	BY	COMMENTS
4	6-26-24	DJE	REVISED DRB SUBMITTAL SET
3	5-31-24	DJE	DRB SUBMITTAL SET

A2.1



LEFT ELEVATION

1/4" = 1'-Ø"



REAR ELEVATION

1/4" = 1'-Ø"

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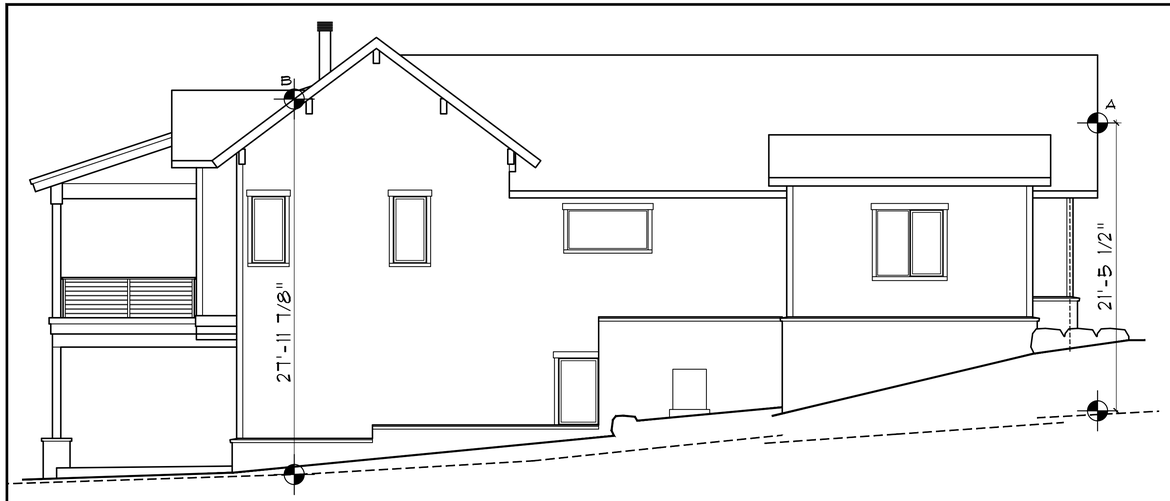
LOT 20
MINTURN NORTH
MINTURN, COLORADO

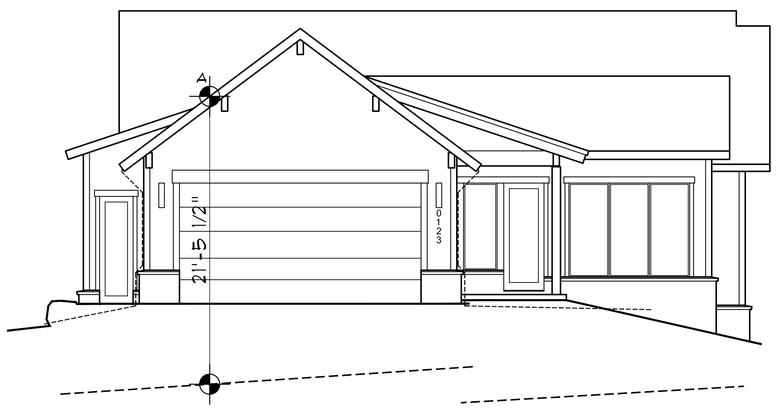
PROJECT NO: 2412-22 L20

ISSUED			
#	DATE	BY	COMMENTS
3	5-31-24	DUE	DRB SUBMITTAL SET

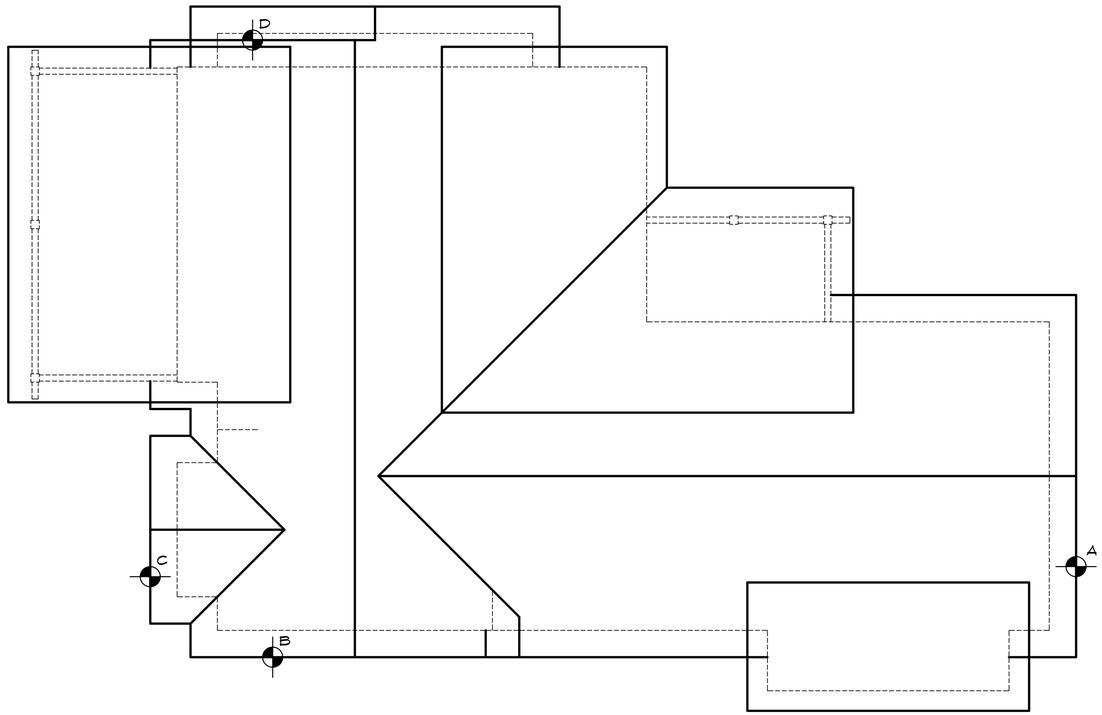
A2.2



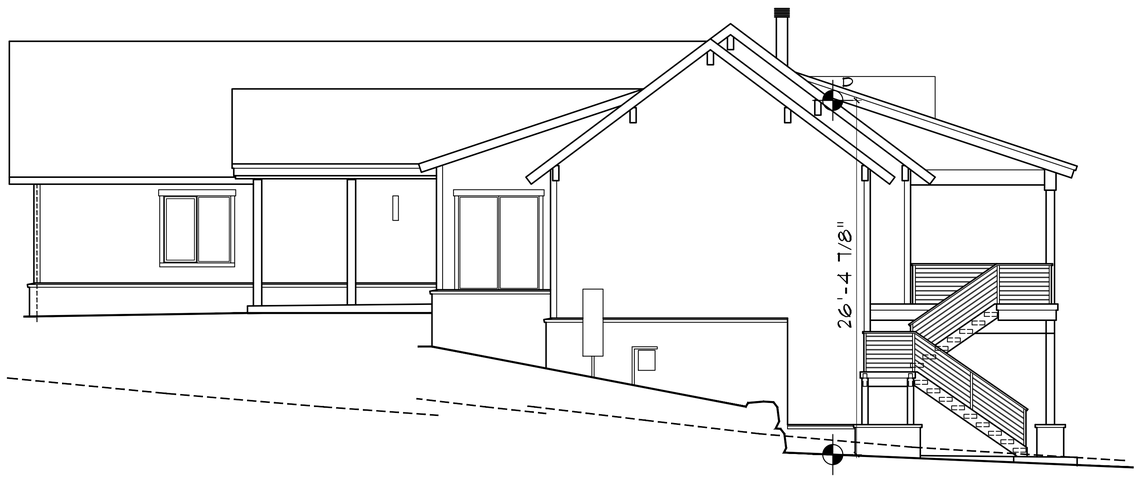
LEFT ELEVATION
1/4" = 1'-0"



FRONT ELEVATION
1/4" = 1'-0"



ROOF PLAN
1/4" = 1'-0"



RIGHT ELEVATION
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REAR ELEVATION
1/4" = 1'-0"

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PROJECT NO: 2412-22 L20

ISSUED #	DATE	BY	COMMENTS
3	5-31-24	DUE	DRB SUBMITTAL SET

BH1

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

Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Eric Rippeth
Darell Wegert

Design Review Board Hearing

Final Plan Review for New Home

0096 Miles End Lane

Hearing Date:	July 10, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Michael Fisher
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 15
Address:	0096 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	**Approval**

Staff Report

I. Summary of Request:

The Applicant, Michael Fisher, requests Final Plan review of a new, three-bedroom, 2,624 (gross) square foot single-family residence located at 0096 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant's representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans
The plans show a two-story, three-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 26 feet 7 and 1/2 inches measured to existing grade which is the

most restrictive, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

Additionally, the massing, forms, and scale of the proposed structure, as well as proposed exterior materials, textures and detailing also appear to achieve the design objectives of Appendix B – *Design Guidelines and Standards,* Minturn Municipal Code.

Parking is adequate, with four off-street spaces, two of which are provided within the garage and two in front of the garage. The plans show the entry level with a garage, two bedrooms, and family room, and the main level has the master suite and primary living area.

According to staff's analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town's standards.

Overall, staff believes that the Applicants and their representative have provided a complete, detailed set of plans necessary to complete a thorough final plan review.

As a reminder, the Planning Commission has the option to review the proposal as a "conceptual" plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or the Commission may take action to approve, approve with conditions, or deny the Final Plans.

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

These plans are being presented by the Applicant as "Final Plan" level of review for a new single-family residential structure on a legally created lot within the Town of Minturn. This is a formal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB's concerns or feedback regarding suggested revisions to the project.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve the plans without conditions, or to approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions, additions or updates to the plans.
No variances are required or requested at this time.

Design Review Process
Appendix 'B' of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection "d" below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.

(2) Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:

a. The proposal's adherence to the Town's zoning regulations.
b. The proposal's adherence to the applicable goals and objectives of the Community Plan.
c. The proposal's adherence to the Design Standards.

(3) Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:

a. That the proposal is in conformance with the Town zoning regulations.
b. That the proposal helps achieve the goals and objectives of the Community Plan.
c. That the proposal complies with the Design Standards.

Staff suggests that the final plans for 0096 Miles End Lane meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings*.

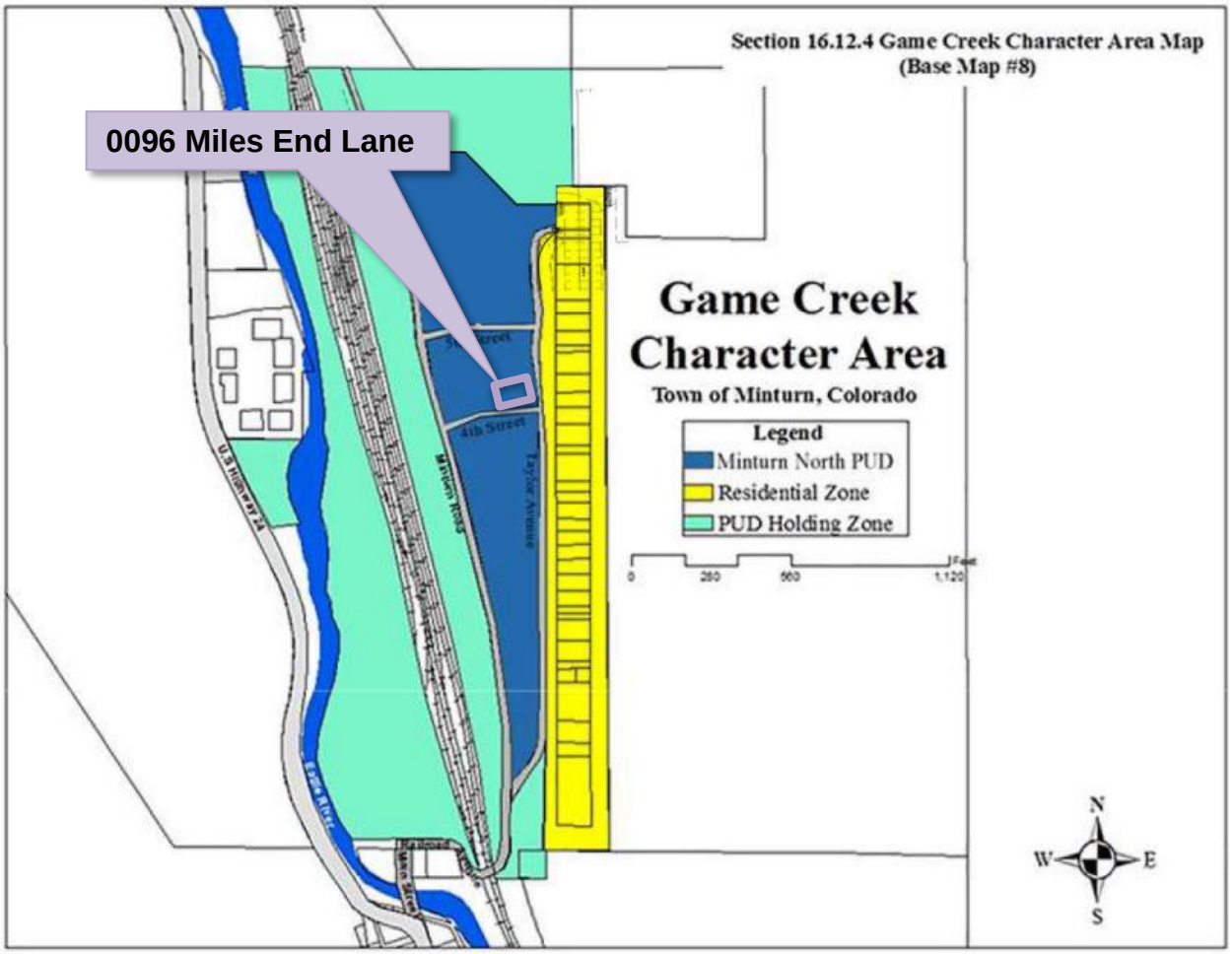
III. Zoning Analysis:

Zoning
The subject property is located within the "Game Creek Character Area" Minturn North PUD Zone District Planning Area 1 (PA-1), described as follows:

> *"The primary intent of this Planning Area is to create a market rate single-family residential use zone surrounded by common area and open space."*
> *- Ordinance No. 15 – Series 2023 Minturn North PUD Guide*

Rest of page left intentionally blank

Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant the approved Final Development Plan for the Minturn North PUD.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	9,104.04 sq. ft.	9,104.04 sq. ft. (.209 ac.)
Maximum Building Height:	28 feet	26 feet – 7 1/2 inches
Minimum Front Setback:	20 feet	20+ feet
Minimum Side Setback:	5 feet (15 feet along Fourth Street)	5+ feet (15+ feet along Fourth Street)
Minimum Rear Setback:	10 feet	10+ feet

Maximum Lot Coverage:	50% (4,552.02 sq. ft.)	1,850 sq. ft. (20.32%) Proposed
Maximum Impervious Coverage:	60% (5,462.42 sq. ft.)	2,487 sq. ft. (27.32%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (9,104.04 sq. ft. x .05 = 455.2 sq. ft.)	675 sq. ft.*
Parking:	4 spaces	4 spaces

*Note: Some snow storage is shown on the strip of land between the front lot line and the curb of Minturn Road. There is adequate snow storage still on the lot at 485.5 square feet.

IV. Applicable Standards and Design Guideline Criteria:

Design
In addition to the development standards listed above, the following general design principles are provided for reference.

Final Site, Grading and Drainage Design
The Minturn Design Guidelines encourage designs that integrate or account for site topography and existing conditions, surrounding conditions, solar orientation, placement on lots relative to streets and natural features, snow storage and snow shed from roof structures.

Mass and Form
The following excerpt from the Design Guidelines is applicable to the proposed home design:

"c. Massing and Scale

> *"**A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment.** Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.*
>
> *"Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures."*
> *-Town of Minturn Design Guidelines*

Staff Response:
Staff believes that the design and scale of the proposed structure incorporates a simple central form with additive features and is complementary to adjacent residential structures and character on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not overpower surrounding natural and built environments. Proposed roof forms and pitches, materials and textures are compatible and complementary to the surrounding built and natural environments.

V. Issues and Recommended Revisions:

Issues or Required Plan Revisions
Staff has identified no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0096 Miles End Lane generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

Staff is **recommending approval** of the plans.

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors

June 11, 2024

Madison Harris
Town of Minturn Planner
PO Box 309
Minturn, CO 81645

Re: 96 Miles End Lane
Lot 15, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled *"Fisher Residence; Lot 15, Minturn North, Minturn Colorado"* prepared May 31, 2024 by Eggers Architecture Inc. (Plans) included in the DRB application for Lot 15, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:
Paragraphs a through e:
"Final Plat: Minturn North PUD" recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through l:
Sheet C.5 of the *"Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24"* prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.5 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:
Sheet BH1 provides Building height information necessary for Planning Staff review.

VAIL VALLEY OFFICE
30 Benchmark Road, Suite 216 I PO Box 978 I Avon, CO 81620
DENVER OFFICE
9618 Brook Hill Lane I Lone Tree, CO 80124
970.949.5072 I info@inter-mtn.net

Madison Harris
Re: 96 Miles End Lane
Lot 15, Minturn North PUD
DRB Submittal Review
Project No. 24-0001

Section (C) (4) Grading & Drainage Plan:
Sheet C1 of the Plans "*Lot 15 Minturn North PUD; Site Grading and Drainage Plan"* prepared April May 31, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. Review by Inter-Mountain Engineering in no way relieves any responsibilities of design professionals associated with the project. Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Michelle Metteer, Scot Hunn, Taylor Hermes Arnold Martinez

RESORT CONCEPTS
REDEFINING THE RESORT EXPERIENCE

June 4, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Fisher Residence
Lot 15 Minturn North – 0096 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

The attached submittal includes a single-family residence within the Minturn North neighborhood. The home is subject to the Minturn North PUD Guide, Town of Minturn Code and all pertinent documents approved by the Town Council.

Lot 15 is located at 0096 Miles End Lane on a downhill sloping undisturbed vacant lot which drops in elevation approximately 4' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

The home exterior is a balanced mix of stone and wood with appropriate architectural detailing which enhances the mountain vernacular. The landscaping Is Intentionally minimal In-keeping with the intent of the approved Minturn North PUD.

Should you have any questions or need clarifications, please don't hesitate to contact me.

Sincerely,

Taylor Hermes
512.468.3012

DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner@minturn.org

Project Name:

Minturn North

Project Location

Street Address: 96 Miles End Lane

Zoning:	Parcel Number(s):
Residential	2103-262-30-016

Application Request:

Design review of new single-family home

Applicant:

Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone:	Email:
970-926-1720	THermes@ResortConceptsCO.com

Property Owner:

Name: Michael Fisher

Mailing Address: 75 Randall Street Elk Grove Village, IL 60007

Phone:	Email:
847-774-8153	MFisher@fccci.com

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
0.209 acres	SFH	3	4
# of Stories:	**Snow storage sq ft:**	**Building Footprint sq ft:**	**Total sq ft Impervious Surface:**
2	325 sf	1,850 sf	2,487 sf

Signature:

Fee Paid:_____ **Date Received:**_____ **Planner:**_____

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)

Applicant	Staff	
☑	☐	**Application Fee** (Non-Refundable application fee shall be collected)
		• Design Review Board - $200.00
☑	☐	**Letter of Intent**
		-- What is the purpose of the project including;
☑	☐	• Relevant Background
☑	☐	• Current Status of the Site
☑	☐	• All Proposed Uses and Structures
☑	☐	• How the Proposal Differs from what already exists
☑	☐	• Information regarding Easements or Dedicated Tracts, etc.
☑	☐	**Vicinity Map**
		-- Directional Map indicating how to get to the Property involved in the request.
☑	☐	• Zoning of Property
☑	☐	**Site Plan showing Precise Nature of the Proposed Use –**
☑	☐	**To Scale**
☑	☐	• Scaled Drawings of Proposed Design of Structure
☑	☐	○ Plan View and Sections
☑	☐	• Building Heights – all 4 directions N/S/E/W
☑	☐	• topography
☑	☐	• Building Location and impervious coverage
☑	☐	• Setbacks
☑	☐	• Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant
☑	☐	• Parking Plan
☑	☐	• Traffic Circulation
☑	☐	○ Location and Width of Existing and Proposed Access Points
☑	☐	○ Location of Existing Driveways and Intersections
☑	☐	• Landscaped Area – Plan including existing and proposed vegetation.
☑	☐	• Approximate Location of Existing Wooded Areas and Rock Outcrops
☑	☐	• Location and Type of Existing and Proposed Easements
☑	☐	• Utility Easements
☑	☐	• Drainage Features
☑	☐	• Snow Storage areas expressed in square feet as a percentage of the overall site area
☑	☐	**Preliminary Building Plans and Elevations**
☑	☐	• Indicates Dimensions
☑	☐	• General Appearance
☑	☐	• Scale
☑	☐	• Interior Plan for the Buildings

Elements needed on the Site Plan

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

Architecture Details – Materials Board

- Windows – Placement and Color
- Doors – Placement and Color
- Siding – Type and Color
- Roof Material – Type and Color
- Paint Color

Boundary Survey with a stamp and signature of a licensed surveyor

- Date of survey (survey date must be within 6 months of the project application date
- Right-of-way and property lines; including bearings, distances and curve information.
- Labeled ties to existing USGS benchmark.
- Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
- All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
- Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
- Topographic conditions at two-foot contour intervals.
- Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
- Rock outcroppings and other significant natural features.
- All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
- Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
- Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.

Grading and Drainage Plan

- Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
- Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
- Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
- Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
- Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
- Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
- Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Eden Dimensional Splitface



Fascia, Soffits, Columns & Railing
Color: Custom Stain



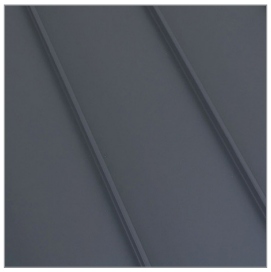
Brick Siding
Beldon Alaska White Velour Brick



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Dark Gray



Garage Door
9'-0" x 18'-0" Insulated Metal
Color: Matte Black



Windows and Doors
Mfg: Alan Bradley Cityline
Color: Matte Black



Exterior Lighting
Mfg: Hinkley Mist 22" Sconce
Color: Satin Black



Entry Door
Steel Frame & Glass Panel
Color: Matte Black



Entry Door Hardware
Baldwin Minneapolis Electronic Keyless Entry Handleset with 5162 Interior Lever
Color: Satin Black

All product and design specifications, including, but not limited to, color, finish, model, etc., are for illustrative purposes only and are subject to change without notice.



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

MINTURN NORTH - LOT 15

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB DESIGN REVIEW - 3D VIEWS

JUNE 3, 2024

RESORT CONCEPTS

PERSPECTIVE 2



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

MINTURN NORTH - LOT 15

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB DESIGN REVIEW - 3D VIEWS

JUNE 3, 2024

RESORT CONCEPTS

FISHER RESIDENCE

LOT 15
MINTURN NORTH
MINTURN, COLORADO

DRB SUBMITTAL SET MAY 31, 2024



NOTE: ALL SITE & LANDSCAPE PLANS, FLOOR PLANS, ELEVATIONS & DETAILS ARE SUBJECT TO TOWN OF MINTURN DESIGN REVEIW BOARD APPROVAL

OWNER'S REPRESENTATIVE
RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT
EGGERS ARCHITECTURE, INC
PO BOX 798
KREMMLING, COLORADO 80459
(970) 409-9790

STRUCTURAL ENGINEER
SUNDQUIST DESIGN GROUP
PO BOX 676
CONIFER, COLORADO 80433
(303) 838-2222

LANDSCAPE ARCHITECT
TOMINA TOWNSEND
PO BOX 3000
EDWARDS, COLORADO 81632
(303) 945-5252

CIVIL ENGINEER
BOUNDARIES UNLIMITED, INC.
923 COOPER AVENUE, SUITE 201
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-5252

SURVEYOR
SLAGLE SURVEY SERVICES
PO BOX 751
EAGLE, COLORADO 81631
(970) 471-1499

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
ENTRY LEVEL:	997 SF	60 SF	532 SF	1,589 SF
MAIN LEVEL:	1,035 SF			1,035 SF
TOTALS:	2,032 SF	60 SF	532 SF	2,624 SF

LOT AREA:	9,104.04 SF		
BUILDING COVERAGE:	1,850 SF	20.3 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	2,487 SF	27.3 %	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

CODES: 2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
+ LOCAL AMENDMENTS

DRAWING SCHEDULE

C COVER
FINAL PLAT MINTURN NORTH P.U.D.
C.5 MINTURN NORTH P.U.D. OVERALL GRADING PLAN

C1 CIVIL GRADING, DRAINAGE & EROSION CONTROL PLAN
C2 CIVIL DETAILS
L1 LANDSCAPE PLANTING PLAN
L2 LANDSCAPE SCHEDULES & DETAILS

A1.1 ENTRY LEVEL PLAN
A1.2 MAIN LEVEL PLAN
A1.3 ROOF PLAN
A2.1 BUILDING ELEVATIONS
A2.2 BUILDING ELEVATIONS
BH1 BUILDING HEIGHT CALCS

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE MINTURN NORTH DESIGN REVIEW BOARD, TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

FISHER
LOT 15
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L15

ISSUED #	DATE	BY	COMMENTS
1	5-31-24	DUE	DRB SUBMITTAL SET

C

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of MAR, 2024 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

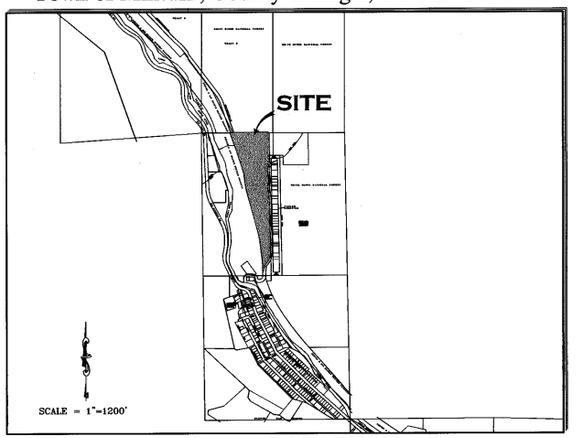
TOWN CLERK
TOWN OF MINTURN, COLORADO

SEAL
TOWN OF MINTURN COLORADO
1904

LAND USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	0.196 Acres	0246 Miles End Lane
2	SINGLE FAMILY	0.189 Acres	0236 Miles End Lane
3	SINGLE FAMILY	0.193 Acres	0226 Miles End Lane
4	SINGLE FAMILY	0.181 Acres	0216 Miles End Lane
5	SINGLE FAMILY	0.191 Acres	0206 Miles End Lane
6	SINGLE FAMILY	0.166 Acres	0196 Miles End Lane
7	SINGLE FAMILY	0.158 Acres	0186 Miles End Lane
8	SINGLE FAMILY	0.166 Acres	0176 Miles End Lane
9	SINGLE FAMILY	0.164 Acres	0166 Miles End Lane
10	SINGLE FAMILY	0.164 Acres	0156 Miles End Lane
11	SINGLE FAMILY	0.164 Acres	0146 Miles End Lane
12	SINGLE FAMILY	0.172 Acres	0136 Miles End Lane
13	SINGLE FAMILY	0.157 Acres	0126 Miles End Lane
14	SINGLE FAMILY	0.176 Acres	0112 Miles End Lane
15	SINGLE FAMILY	0.209 Acres	0096 Miles End Lane
16	SINGLE FAMILY	0.263 Acres	0070 Miles End Lane
17	SINGLE FAMILY	0.189 Acres	0243 Miles End Lane
18	SINGLE FAMILY	0.200 Acres	0221 Miles End Lane
19	SINGLE FAMILY	0.165 Acres	0201 Miles End Lane
20	SINGLE FAMILY	0.164 Acres	0185 Miles End Lane
21	SINGLE FAMILY	0.164 Acres	0171 Miles End Lane
22	SINGLE FAMILY	0.166 Acres	0155 Miles End Lane
23	SINGLE FAMILY	0.174 Acres	0141 Miles End Lane
24	SINGLE FAMILY	0.185 Acres	0125 Miles End Lane
25	SINGLE FAMILY	0.166 Acres	0111 Miles End Lane
26	SINGLE FAMILY	0.202 Acres	0095 Miles End Lane
27	SINGLE FAMILY	0.199 Acres	0083 Miles End Lane
28	SINGLE FAMILY	0.160 Acres	0071 Miles End Lane
29	SINGLE FAMILY	0.159 Acres	0057 Miles End Lane
30	SINGLE FAMILY	0.158 Acres	0043 Miles End Lane
31	SINGLE FAMILY	0.178 Acres	0031 Miles End Lane
32	SINGLE FAMILY	0.177 Acres	0017 Miles End Lane
33	SINGLE FAMILY	0.176 Acres	0003 Miles End Lane
34	SINGLE FAMILY	0.103 Acres	0036 Silver Star Trail
35	SINGLE FAMILY	0.103 Acres	0030 Silver Star Trail
36	SINGLE FAMILY	0.103 Acres	0024 Silver Star Trail
37	SINGLE FAMILY	0.103 Acres	0018 Silver Star Trail
38	SINGLE FAMILY	0.099 Acres	0008 Silver Star Trail
39	SINGLE FAMILY	0.129 Acres	0001 Silver Star Trail
Tract B	OPEN SPACE	2.958 Acres	
Tract C	Town Property	0.904 Acres	0052 Minturn Road (Not of PUD)
Tract D	Right of Way	0.966 Acres	Miles End Lane (North)
Tract D1	Right of Way	0.431 Acres	Miles End Lane (South)
Tract E	Open Space	1.220 Acres	
Tract F	Open Space	0.074 Acres	
Tract G	Right of Way	0.030 Acres	Silver Star Trail
Tract H	Right of Way	0.369 Acres	Fourth Street
TOTAL		13.485 ACRES	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY



PORTION OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:
1) The purpose of this Final Plat is to Create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Mintura Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
2) Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
3) Survey Date: December, 2022 through July 2023.
4) Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC50650645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201420764 along with plats and survey monumentation referenced hereon (to include the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitmeat referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
Item 15 - Does not effect these Platted lands but references vacation of portions of Taylor Addition to the Town of Minturn.
Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
Item 17 & 18- Do not effect subject Parcel.
Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined hereon.
Item 20 - Does not effect these Platted lands. (a.k.a. subject parcel)
Item 22 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner hereon.
Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
Item 29 - Parcel is subject to 1904 40 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has is to have been Terminated prior to the Recording of this Plat.
5) These platted lands are subject to:
- The Minturn North P.U.D. Guide recorded as Reception no. 202402232.
- The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240.
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated hereon as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489 .

PERTAINING TO HEREON CREATED EASEMENTS:
6) the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, 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) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility Easement" for the purpose of 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.
c) non-exclusive Access, Utility, and Drainage, Easement - on, over, under, above, across and through those areas designated hereon as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) 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.

GENERAL NOTES CONTINUED:
6) Continued...
d) Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non- vehicular access.
e) Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq..

FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
7) the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
a) non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Parking, Snow Storage & Landscape 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, iii) the installation, use, repair, replacement, improvement and maintenance of vehicular parking area, together with right of ingress and egress thereto, reasonable Pedestrian use including ingress and egress of persons to include vehicle, foot, bicycle or non-motorized use, iv) reasonable local snow storage and v) Landscaping use, and maintenance.
b) non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage, Landscape and Trail 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, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
c) non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage & Landscape 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, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
d) non-exclusive Trail Easement on, over, under, above, across and through those areas designated hereon as "Trail Easement" for the purpose of Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4' Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, or use. Maintenance of any path improvements within the "4' Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
f) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as " Public Utility and Drainage Easement" , as shown in Tract C, on sheet 2 of 5, 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, improvemeat and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

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 MINTURN NORTH 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 nonumented 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.

COLORADO REGISTERED 34998 PROFESSIONAL LAND SURVEYOR 02-26-24

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

Revised 02-07-24 Edited C.O.D. MSS
Revised 12-02-23 Edited Note 6a MSS
Revised 11-14-23 minor text MSS
Revised 11-07-23 Certain Dimensions MSS
Revised 11-06-23 Tract C Easements MSS
Revised 11-03-23 Town Comments MSS
Revised 10-11-23 Town Comments MSS
Revised 10-06-23 Town Comments MSS
Revised 09-26-23 Added Note regarding Tract C MSS

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 Minturn Crossing LLC, and PHILIP HADLEY being sole owner in fee simple, mortgagee or lienholder, of all that real property situated in the Town of Minturn, County of Eagle, State of Colorado described as follows:
Parcel 1, UPRR Subdivision according to the Final Plat thereof recorded on 13th, day of December, 2023 as Reception No. 202316483 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado.
Containing 13.485 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as MINTURN NORTH P.U.D. subdivision in the Town of Minturn, County of Eagle, State of Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and does hereby accept responsibility for the completion of the improvements required by this plat and does hereby dedicate and set aside the following tracts, parcels and easements as follows:
-To the Town of Minturn Tract H (Fourth Street) and the easements described and depicted hereon in General Note 7, together with associated public improvements.
-To Utility Providers such utility easements as depicted herein in which utility infrastructure is located.

OWNER: MINTURN CROSSING LLC
ADDRESS: 225 Main Street, Suite C-101
Edwards, Colorado 81632

BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
)SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF MARCH, A.D, 2024 BY RICK HERMES AS MANAGER OF MINTURN CROSSING LLC.

MY COMMISSION EXPIRES: 6 AUG 27

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154031002
MY COMMISSION EXPIRES 08/06/2027

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, 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 Minturn North, P.U.D., 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: Philip Hadley
BY: _____ as INDIVIDUAL

STATE OF COLORADO)
) §
COUNTY OF EAGLE)

The Foregoing Subordination by Mortgagee was acknowledged before me this 26 day of FEBRUARY 2024, By Philip Hadley as Individual.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: AUG. 01, 2025

NOTARY PUBLIC

JESSICA L BECHARD
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20134048864
My Commission Expires 8/1/2025

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of JANUARY 1, 2023, 2023 upon all parcels of real estate described on this Plat are paid in full.

DATED THIS 1ST OF MARCH, A.D., 2024

R0068101

TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

LAND TITLE does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316490

DATED THIS 28TH DAY OF FEBRUARY, A.D., 2024

AGENT: _____

CLERK AND RECORDER'S CERTIFICATE $538

This Plat was filed for record in the Office of the Clerk and Recorder at 12:59 o'clock P.M., on this 4th day of March, A.D, 2024

CLERK AND RECORDER

BY: _____ DEPUTY

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

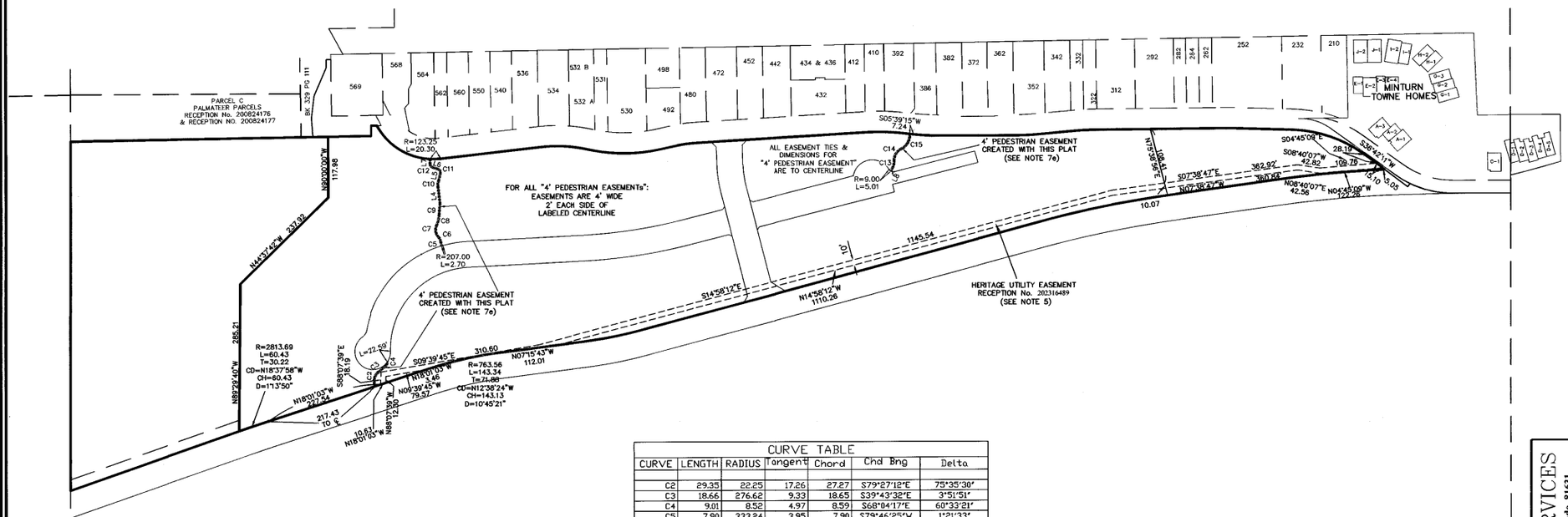
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 1 OF 5		DATE: 08-13-2023

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: $53.00 DOC: $0.00
02234
03/04/2024
12:59:18 PM

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N83°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Brng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S68°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	1°21'33"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.68	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

100 0 50 100 200 400

1 INCH = 100 FEET

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
02-26-24

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.

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

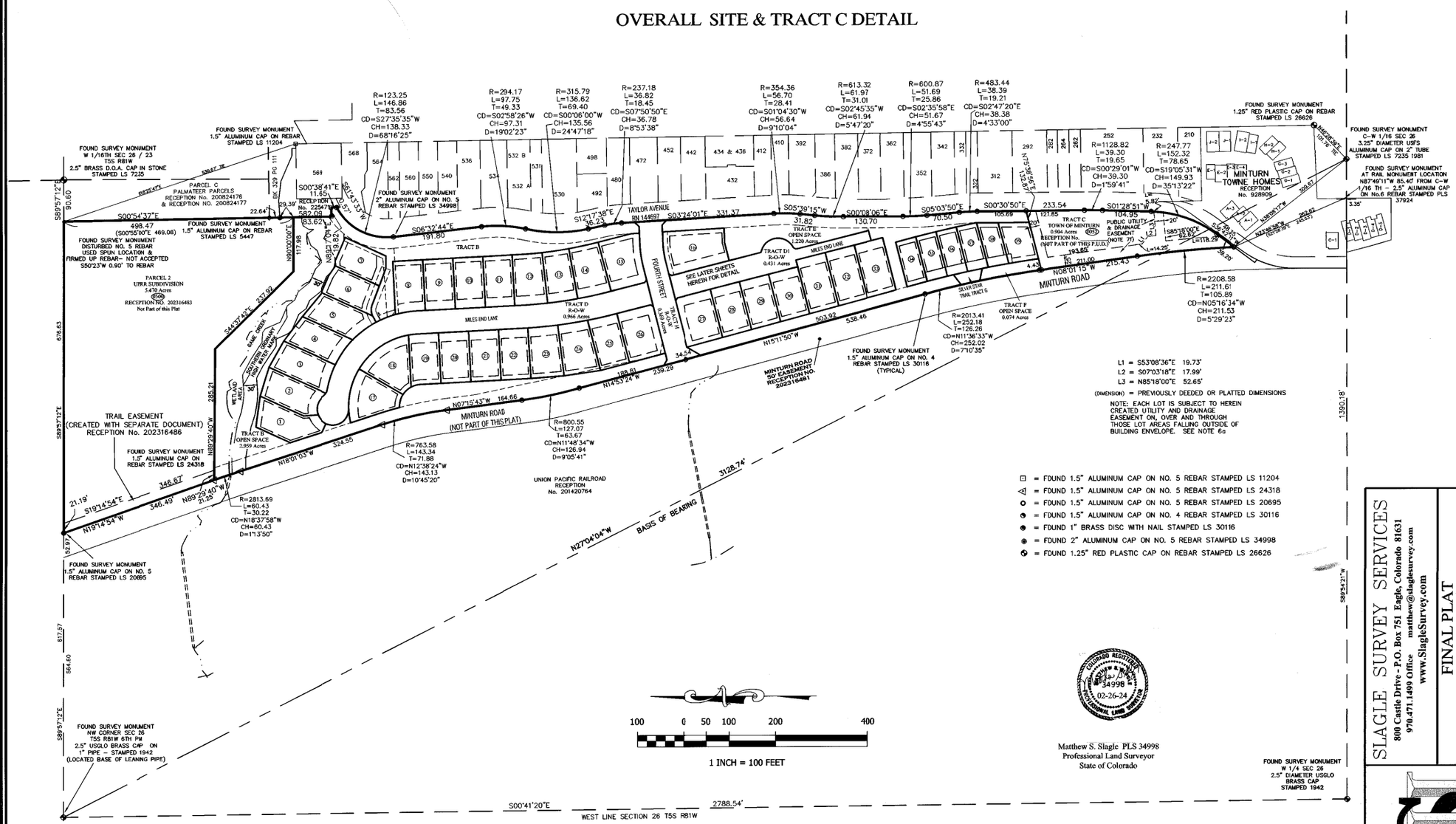
DRAWN BY: MSS | JOB NUMBER: 23055 | DRAWING NAME: 23055 FP2.dwg | DATE: 08-13-2023 | SHEET: 5 OF 5

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL



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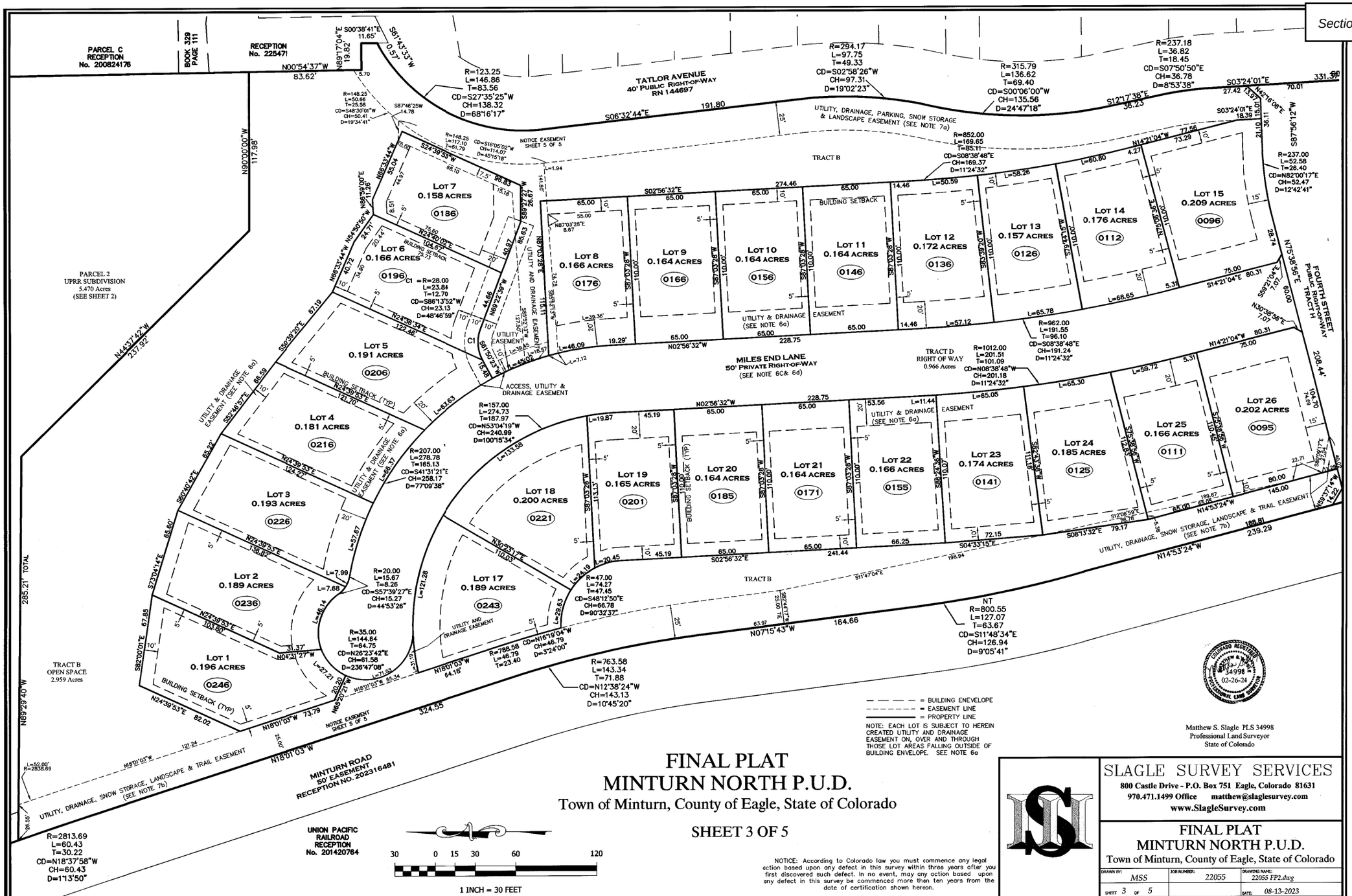
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:	DATE:
MSS	22055	22055 FP2.dwg	08-13-2023

SHEET 2 OF 5

202402234



FINAL PLAT
MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5

NOTE: EACH LOT IS SUBJECT TO HEREIN CREATED UTILITY AND DRAINAGE EASEMENT ON, OVER AND THROUGH THOSE LOT AREAS FALLING OUTSIDE OF BUILDING ENVELOPE. SEE NOTE 6a

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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970.471.1499 Office matthew@slaglesurvey.com
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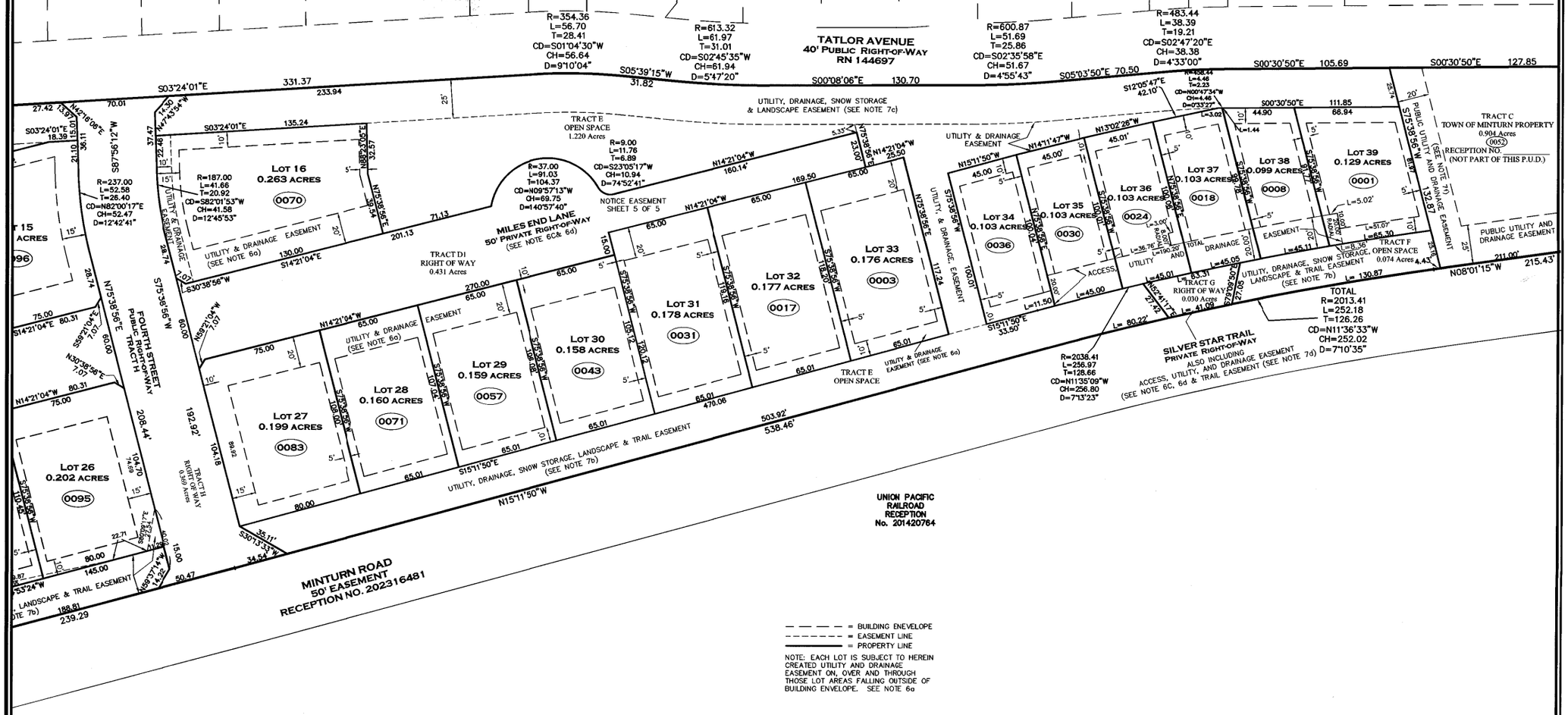
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 3 OF 5		DATE: 08-13-2023

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 34998 12-26-2024

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.

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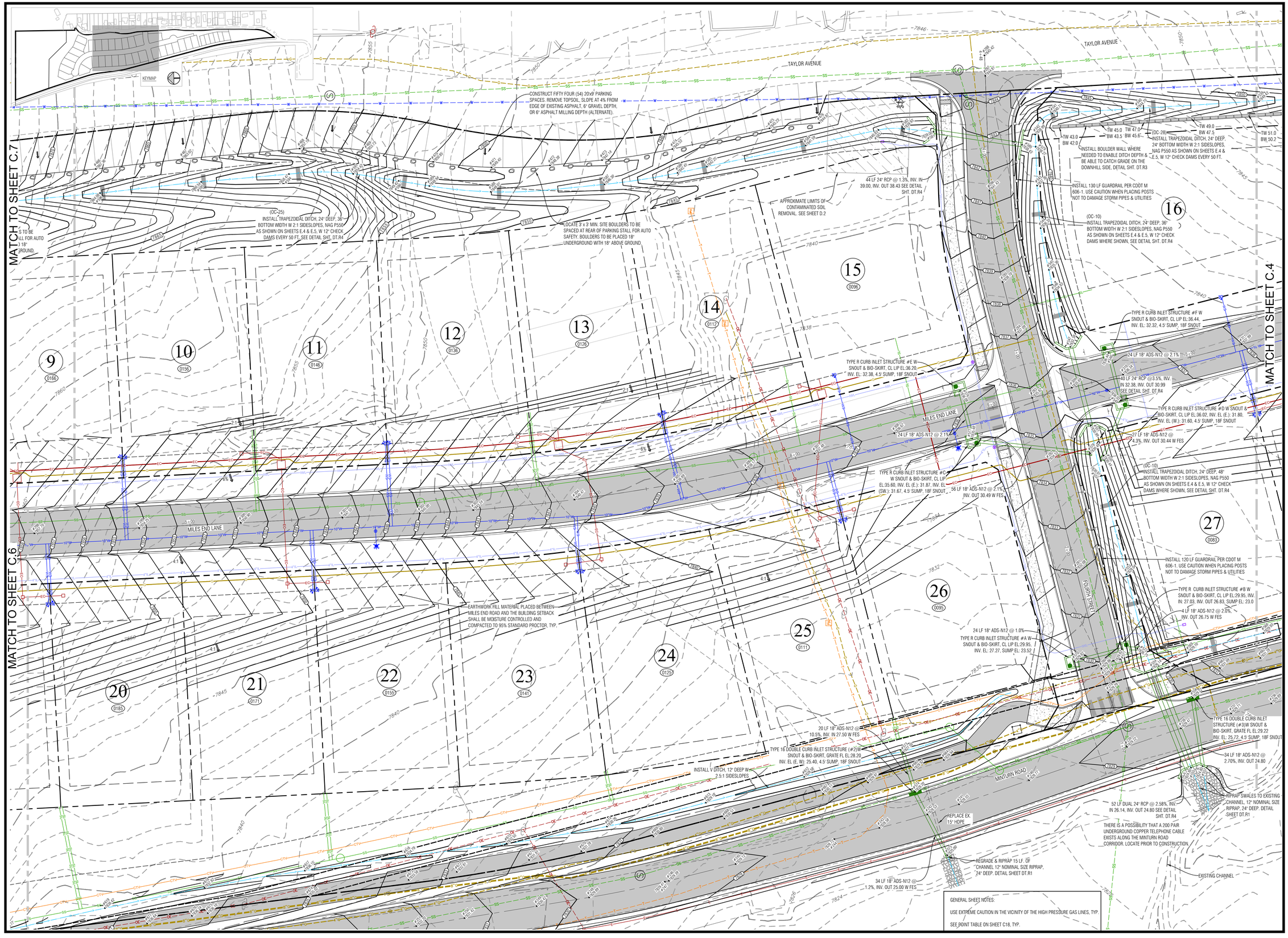
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 4 OF 5		DATE: 08-13-2023

202402234



GENERAL SHEET NOTES:

USE EXTREME CAUTION IN THE VICINITY OF THE HIGH PRESSURE GAS LINES, TYP.

SEE POINT TABLE ON SHEET C18, TYP.

Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: ***TBD***

If "Yes", SUE Certification by:
Firm: ***TBD***
Job #: ***TBD***
Date: ***TBD***

Engineer or Surveyor Seal

COLORADO LICENSED
BRUCE D'LEMPS
5/1/24
19082
PROFESSIONAL ENGINEER

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 20' 40'
Scale: 1" = 20'

Know what's **below.**
Call before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.

Overall Grading and Drainage Plan
Construction Plan Set 5/1/24

No.	Date	Revision	By
1			
2			
3			
4			
5			
6			
7			
8			
9			

PROJECT NO. ***22036***
Designer: ***PAH***
Drafter: ***BUI***
Date: ***12/25/22***

Sheet ***C.5***

File Name: ***22036 c-grading.dwg***

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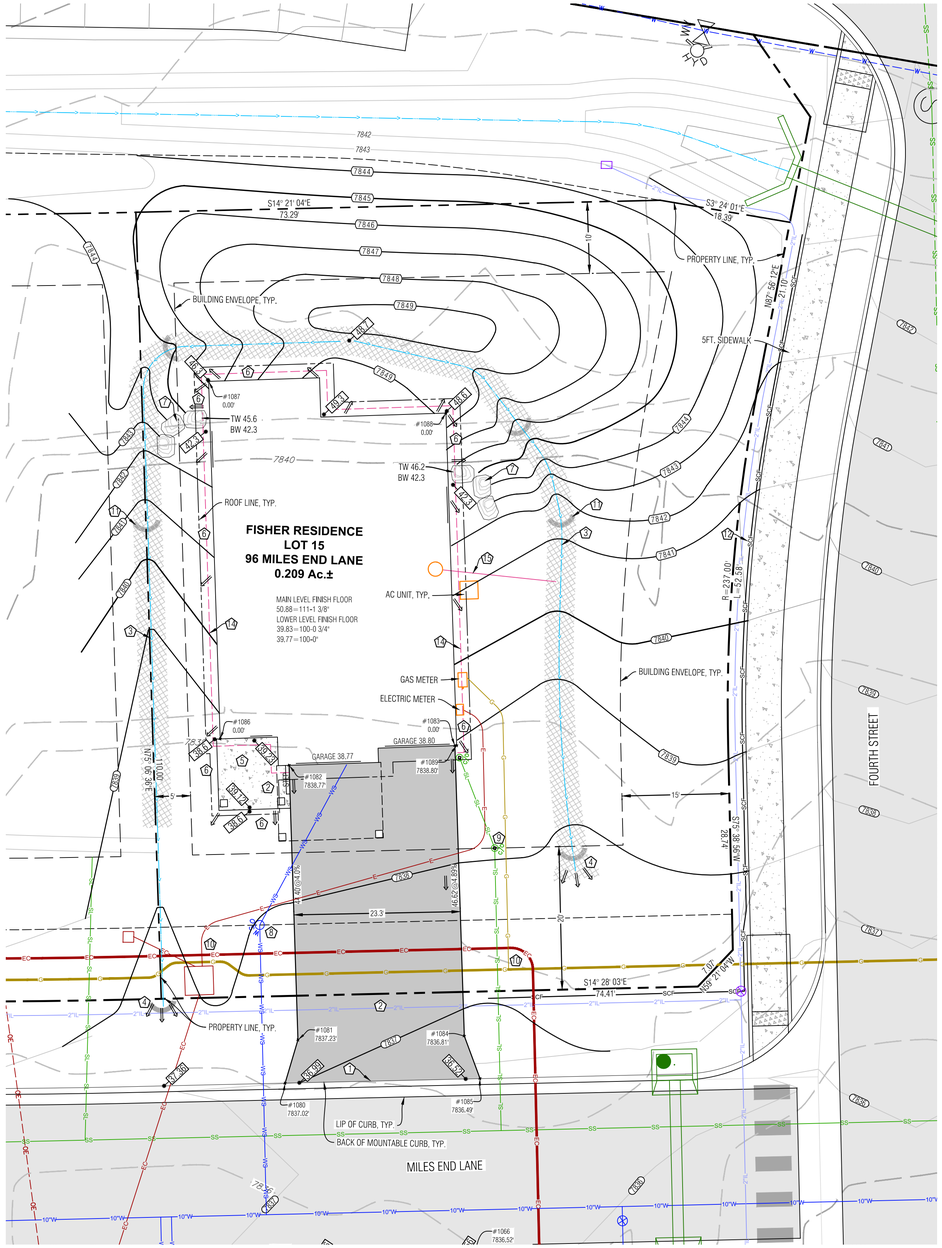


LEGEND

TW	TOP OF WALL
BW	BOTTOM OF WALL
GB	GRADE BREAK
EX	EXISTING
LP	LOW POINT
HP	HIGH POINT
86.75	PROPOSED SPOT ELEVATION
	DRAINAGE SWALE
	FLOW ARROW
SCF	SEDIMENT CONTROL FENCE
8020 / 8018	PROPOSED MAJOR/MINOR CONTOUR
8020 / 8018	EXISTING MAJOR/MINOR CONTOUR
	EROSION LOGS
	ASPHALT DRIVEWAY & AUTOCOURT
	NORTH AMERICAN GREEN SC-250BN EROSION CONTROL FABRIC, OR RIPRAP ALTERNATIVE
	FLAGNOTE
	EX CURB STOP
PROPOSED / EXISTING E	POSSIBLE ELECTRIC SERVICE
G	POSSIBLE GAS SERVICE
WS	POSSIBLE WATER SERVICE
SL	POSSIBLE SEWER SERVICE
	FOUNDATION DRAIN
8"SD	DOWNSPOUT & STORM DRAIN WITH SIZE
	BOULDER WALL

Point Table				
Point #	Desc.	Elev.	North	East
1080	Driveway	7837.02'	3791.24	5514.68
1081	Driveway	7837.23'	3790.85	5520.99
1082	Driveway	7838.77'	3800.72	5558.10
1083	Driveway	0.00'	3778.76	5566.01
1084	Driveway	7836.81'	3768.32	5526.76
1085	Driveway	7836.49'	3764.85	5521.47
1086	House Corner	0.00'	3810.93	5559.53
1087	House Corner	0.00'	3823.77	5607.85
1088	House Corner	0.00'	3790.47	5611.01
1089	House Corner	7838.80'	3778.52	5566.08

NOTES:

1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC., JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.

2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.

3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.

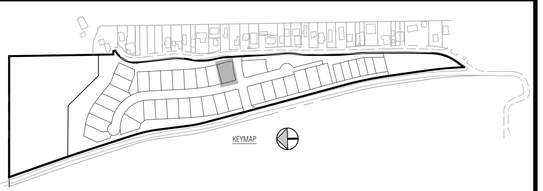
4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.

5) LOT AREA: 9,116 SF ±
DISTURBANCE AREA: 9,116 SF ±

6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.

FLAGNOTES:

1. MATCH TO BACK OF EXISTING CURB.
2. PROPOSED ASPHALT DRIVEWAY, AUTO-COURT AND CONCRETE WALKWAYS. STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT. ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
3. PROVIDE DRAINAGE SWALE LOCATE FLOWLINE HORIZONTALLY AND VERTICALLY AS SHOWN, WITH NORTH AMERICAN GREEN SC250 EROSION FABRIC OR RIPRAP WHERE SLOPE EXCEEDS 5%. SEE DETAIL.
4. WHERE PROPOSED SWALE DAYLIGHTS WITH NATURAL GROUND, FAN OUT DRAINAGE SWALE TO EVENLY DISSIPATE DRAINAGE, TYP. SPILL THE LOCAL CHANNEL OVER THE TOP OF THE CURB LINE.
5. SLOPE PATIOS, DECKS AND WALKS AT 2% MIN. AWAY FROM THE STRUCTURE.
6. GRADE AROUND THE PERIMETER OF BUILDING AS NECESSARY 10% FOR 5-FEET MIN. (10 FT. WHERE POSSIBLE) IN UNPAVED AREAS TO ENSURE PROPER DRAINAGE AWAY FROM THE FOUNDATION. IT WILL BE IMPORTANT TO CONSTRUCT AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING, WALKS AND WALLS TO EITHER THE AUTOCOURT, THE OUTLET SWALE, OR DOWNWARD SLOPING NATURAL GRADE. VERIFY DRAINAGE AND SWALE INTEGRITY ON A REGULAR BASIS.
7. INSTALL BOULDER WALL FOR LANDSCAPE AREAS PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
8. LOCATE EXISTING CURB STOP, CONFIRM LOCATION AND CONNECTION WITH THE WATER DEPARTMENT. CONNECT AND EXTEND NEW WATER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS.
9. APPROXIMATE LOCATION OF SEWER SERVICE STUB. CONNECT AND EXTEND NEW SEWER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE & INSTALL PER DISTRICT REGULATIONS. INSTALL CLEANOUTS AT HOUSE EXTERIOR AND ALL BEND LOCATIONS.
10. LOCATE, CONNECT TO, AND EXTEND GAS, ELECTRIC, AND COMMUNICATION SERVICES TO METER CABINET AND GAS METER LOCATION. MAINTAIN COVER & CLEARANCES BETWEEN/OVER NEW SERVICES PER UTILITY REGULATIONS
11. EROSION LOGS PER DETAIL ON SHEET C2.
12. SEDIMENT CONTROL FENCE PER DETAIL ON SHEET C2.
13. FOUNDATION DRAIN, TYP., INSTALL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. DRAIN @ 0.5% MIN. TO DAYLIGHT, SEE DETAIL ON SHT. C2.
14. EXTEND THE FOUNDATION DRAIN FROM SUMP PUMP IN HOUSE TO DAYLIGHT WITH SOLID PIPE. COVER WITH A RODENT SCREEN AT END.



Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION
Review

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811
Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 15, Minturn North P.U.D.

Site, Grading and Drainage Plan

DRB Submittal 5/31/24

No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO.
23035
Designer:
PAH
Drafter:
BUI
Date:
4/15/24

Sheet
C1

File Name: ***lot 15 sp-01.dwg***

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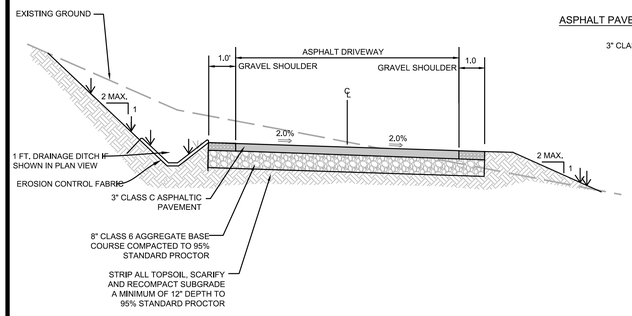
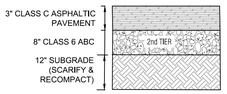


ASPHALT PAVEMENT SECTION



PAVEMENT SECTION

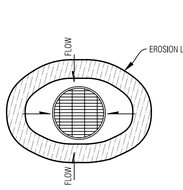
NOTE:
1. ALL AGGREGATE & SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR AT A MOISTURE CONTENT WITHIN 2% OF OPTIMUM.
2. IN NEW PAVING LOCATIONS STRIP ALL TOPSOIL, SCARIFY AND RECOMPACT SUBGRADE A MINIMUM OF 12" DEPTH TO 95% STANDARD PROCTOR.
3. EXTEND THE SECOND TIER (12" CLASS 2 ROAD BASE, OR 8" CLASS 6 ROAD BASE) 1 FT. BEYOND EDGE OF PAVEMENT OR GRAVEL SURFACE, BOTH SIDES.

PROPOSED DRIVEWAY TYP. SECTION

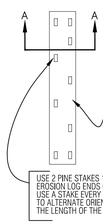
N.T.S. TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER

DRIVEWAY & AUTOCOURT SECTION

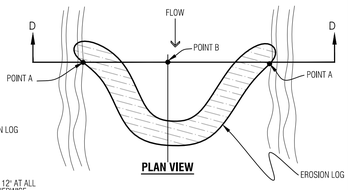
N.T.S. CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.



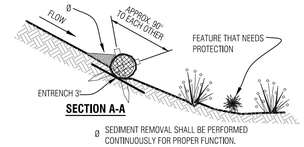
AREA DRAIN



PLAN VIEW

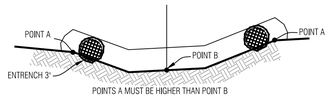


PLAN VIEW



SECTION A-A

Ø SEDIMENT REMOVAL SHALL BE PERFORMED CONTINUOUSLY FOR PROPER FUNCTION.

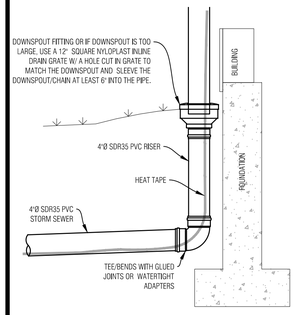


SECTION D-D

Temporary Erosion Control Log

N.T.S.

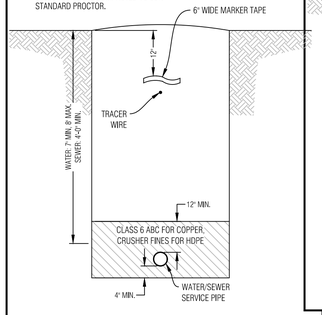
NOTES:
1. ROOF AND AREA DRAINS SHALL NOT BE CONNECTED TO THE FOUNDATION DRAIN SYSTEM.
2. ALL DOWNSPOUTS SHALL BE CONNECTED TO ADS N-12-WT CPP (WATERTIGHT), SCH.40 PVC OR SDR35 PVC. FLEXIBLE CORRUGATED PLASTIC IS NOT ACCEPTABLE.
3. ADDITIONAL FITTINGS AND BENDS MAY BE REQUIRED TO DEFLECT OVER OR AROUND LANDSCAPE WALLS.
4. HEAT TAPE SHALL BE INSTALLED IN ALL DOWNSPOUTS/STORM SEWER PIPES.



TYP. DOWNSPOUT CONNECTION

N.T.S.

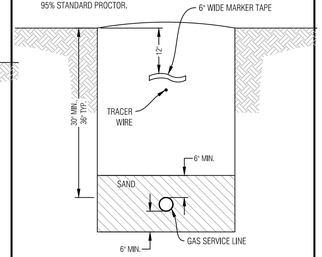
NOTES:
1. WATER SHALL BE INSTALLED WITH AT LEAST 10' OF SEPARATION BETWEEN WATER/SEWER AND 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



WATER/SEWER SERVICE TRENCH

N.T.S.

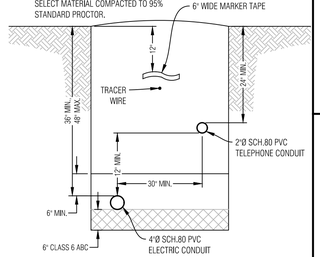
NOTES:
1. GAS SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



GAS SERVICE TRENCH

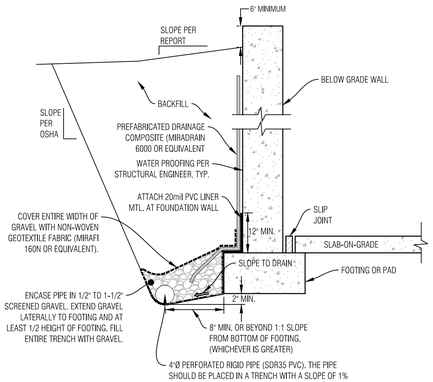
N.T.S.

NOTES:
1. ELECTRIC & TELEPHONE SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



ELECTRIC & COMM. SERVICE TRENCH

N.T.S.



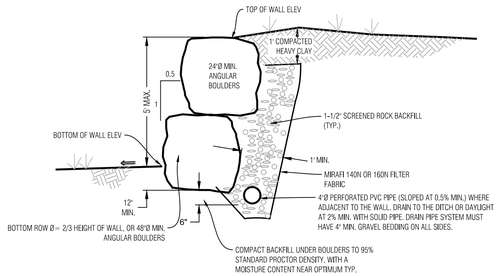
NOTES:
1. THE BOTTOM OF THE DRAIN SHOULD BE AT LEAST 2 INCHES BELOW BOTTOM OF FOOTING AT THE HIGHEST POINT AND SLOPE DOWNWARD TO A POSITIVE GRAVITY OUTLET OR TO A SUMP WHERE WATER CAN BE REMOVED BY PUMPING.
2. CONTRACTOR TO FOLLOW ANY ADDITIONAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER

TYPICAL FOUNDATION DRAIN

N.T.S.

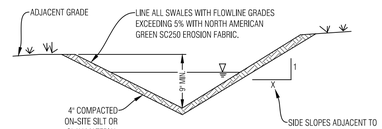
CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

NOTES:
1. THIS DETAIL IS FOR RETAINING LANDSCAPED AREAS ONLY AND SHALL NOT BE USED TO RETAIN STRUCTURE OR VEHICLE LOADED AREAS.
2. FREE DRAINING WALL BACKFILL SHOULD BE CAPPED WITH AT LEAST 12 INCHES OF COMPACTED HEAVY CLAYS TO REDUCE SURFACE WATER INFILTRATION
3. ROUND RIVER BOULDERS ARE NOT ACCEPTABLE.
4. SET BASE ROWS ON BENCHES WHERE THE TOPSOIL HAS BEEN REMOVED AND THE SUBBASE HAS BEEN SCARIFIED TO 9" MINIMUM DEPTH & RECOMPACTED TO 95% STANDARD PROCTOR.
5. CARE SHOULD BE TAKEN NOT TO OVER COMPACT THE BACKFILL OR USE LARGE EQUIPMENT NEAR THE WALL.
6. SELECT AND PLACE BOULDERS IN A MANNER WHICH PERMITS AT LEAST 30% CONTACT AREA WITH ADJACENT BOULDERS.
7. PLACE LARGER BOULDERS AT BOTTOM AND TRANSITION TO SMALLER BOULDERS AT TOP OF WALL. UNDER NO CIRCUMSTANCES SHOULD ANY BOULDER BE PLACED ON TOP OF ANOTHER BOULDER WHICH IS SMALLER THAN ITSELF.



BOULDER WALL DETAIL, LANDSCAPED AREA

N.T.S.



INSTALL EROSION CONTROL FABRIC PER MANUFACTURERS RECOMMENDATIONS

TYPICAL SWALE SECTION

N.T.S. SHAPE DITCH ACCORDING TO SITE PLAN

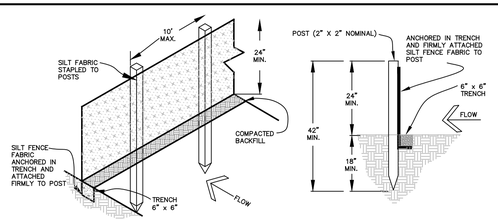
NOTE
SEE THE GRADING, DRAINAGE AND EROSION CONTROL SHEET FOR SWALE LOCATIONS

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL MEET OR EXCEED THE CURRENT CONSTRUCTION AND DESIGN STANDARDS ESTABLISHED BY THE DESIGN GUIDELINES AND TOWN OF MINTURN AND BE SUBJECT TO OBSERVATION BY THE TOWN AND THE PROJECT ENGINEER. IN THE EVENT OF CONFLICT PUD GUIDELINES SUPERCEDE TOWN.
2. THIS DESIGN WAS PREPARED WITHOUT THE BENEFIT OF A SUBSURFACE UTILITY ENGINEERING (SUE) STUDY OR MAP. THIS DESIGN HAS BEEN PREPARED FOR A PRIVATE DEVELOPMENT USING EXISTING UTILITY INFORMATION PROVIDED BY OTHERS. EXISTING UTILITIES ARE SHOWN AS THEY ARE BELIEVED TO EXIST, BUT MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. BOUNDARIES UNLIMITED INC. DID NOT CONFIRM ANY DATA PROVIDED OR PERFORM ANY ADDITIONAL RESEARCH OR NOTIFICATION TO ELEVATE THESE PLANS TO SENATE BILL 18-167 STANDARDS, AS SUCH, BOUNDARIES UNLIMITED INC. MAKES NO GUARANTY, EXPRESSED OR IMPLIED, FOR THE LOCATION OF SUBSURFACE UTILITIES CONTAINED WITHIN THIS PLAN SET. IF THE CLIENT AND/OR CONTRACTOR REQUIRES A SUBSURFACE UTILITY ENGINEERING STUDY OR MAP FOR FULL COMPLIANCE WITH SENATE BILL 18-167, THEN A MORE EXHAUSTIVE INVESTIGATION SHALL BE OBTAINED BY THE CLIENT AND/OR CONTRACTOR PRIOR TO COMMENCING WITH ANY CONSTRUCTION. OTHERWISE, PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER OF ANY POTENTIAL CONFLICTS PRIOR TO UTILITY CONSTRUCTION SO THAT LINE OR GRADE CHANGES CAN BE MADE TO AVOID A CONFLICT WITH ANY EXISTING UTILITY. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION AND, AT NO EXPENSE TO THE CLIENT OR PROJECT ENGINEER, REPAIR ANY DAMAGED UTILITIES.
3. ALL EXCAVATIONS FOR UTILITY LINES, RETAINING WALLS, ROADWAYS, BUILDING STRUCTURES, DRAINAGE FACILITIES AND TRENCHES, SHALL MEET THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), COLORADO INDUSTRIAL COMMISSION, OR THE COLORADO DIVISION OF MINES, WHICH EVER APPLIES. SAFETY IS THE CONTRACTOR'S RESPONSIBILITY. NO OTHER PARTIES ARE RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATING HERETO.
4. COMPACTION MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE TOWN AND THE PROJECT ENGINEER PRIOR TO ACCEPTANCE. COMPACTION SHALL MEET OR EXCEED TOWN REGULATIONS. 95% STANDARD PROCTOR DENSITY IS REQUIRED FOR ALL ROADWAY AND DRIVEWAY SUBGRADE CONSTRUCTION AND TRENCH BACKFILL UNDER THE SAME, & 90% STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS, UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER. SEE SOILS REPORT FOR STRUCTURAL FOUNDATION RECOMMENDATIONS.
5. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE STREET RIGHT OF WAY AND PROPERTY OWNED, OR EASEMENTS PROVIDED TO OWNER. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER INVOLVED. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL ENSURE DRAINAGE AWAY FROM ALL STRUCTURES IN ALL DIRECTIONS. DO NOT ALLOW WATER TO POND ON-SITE, PROVIDE SWALES TO DRAINAGE STRUCTURES AND RUNOUT. SHALLOW DRAINAGE SWALES HAVE A TENDENCY OVER TIME TO FILL IN & BECOME LESS EFFECTIVE. PERIODIC MAINTENANCE, AT LEAST TWICE A YEAR, IS NECESSARY TO CHECK THE INTEGRITY OF THE SWALE & MAINTAIN DRAINAGE CHARACTERISTICS. BUILDING FOUNDATION WALL HEIGHT TO BE A MINIMUM OF 6" ABOVE FINISH GROUND AT EXTERIOR WALL.
7. THE CONTRACTOR SHALL AT ALL TIMES KEEP TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.
8. ON-SITE OBSERVATIONS AND REVIEW CONDUCTED BY THE TOWN OR THE PROJECT ENGINEER OF CONSTRUCTION WORK IN PROGRESS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY BY THE TOWN OR THE PROJECT ENGINEER OF THE COMPLETED WORK AND THE CONTRACTOR'S RESPONSIBILITIES.
9. THE CONTRACTOR SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO SIGNIFICANTLY REDUCE ANY POTENTIAL POLLUTION CAUSED BY HIS ACTIVITIES, INCLUDING VEHICLE FUELING, STORAGE OF FERTILIZERS OR CHEMICALS, ETC. THE CONTRACTOR SHALL HAVE IDENTIFIED PROCEDURES FOR HANDLING POTENTIAL POLLUTANTS AND IDENTIFIED SPILL PREVENTION AND RESPONSE PROCEDURES PRIOR TO ANY ACTIVITIES AT THE PROJECT SITE.
10. THE CONTRACTOR SHALL NOT SCALE DRAWINGS FOR CONSTRUCTION PURPOSES. ANY MISSING DIMENSIONS OR DISCREPANCIES IN PLANS, FIELD STAKING, OR PHYSICAL FEATURES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER. IF THE CONTRACTOR PROCEEDS WITH THE WORK WITHOUT NOTIFYING THE ENGINEER, HE DOES SO AT HIS OWN RISK.
11. DISPOSAL OF TRASH, ASPHALT, CONCRETE AND CONSTRUCTION DEBRIS IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE CONSIDERED PART OF THE WORK.
12. HORIZONTAL & VERTICAL INFORMATION FOR EXISTING PROPERTY LINES, TOPOGRAPHY, ROADWAY, UTILITIES & DRAINAGE STRUCTURES WERE TAKEN FROM THE DESIGN DRAWINGS FOR THE MINTURN NORTH PUD, ALSO SEE LANDSCAPE, ARCHITECTURAL AND STRUCTURAL ENGINEERING PLANS FOR ADDITIONAL BUILDING AND LANDSCAPE INFORMATION.
13. IN NON HARDSCAPE AREAS, GRADE AT A MINIMUM OF 12" IN THE FIRST 5 FEET AWAY FROM THE STRUCTURE, OR AS DIRECTED BY THE GEOTECHNICAL STUDY. EXTERIOR BACKFILL SHOULD BE ADJUSTED TO NEAR OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN PAVEMENT AREAS AND TO AT LEAST 90% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. SEE & FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL SUBSOIL STUDY BY KUMAR & ASSOCIATES, INC. DATED _____, JOB NO. _____.
14. ALL PRODUCT INFORMATION SHOWN IS AS PROVIDED BY THE MANUFACTURER. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE INSTALLATION OF ALL MATERIALS WITH SPECIAL ATTENTION TO PROPER SEALING OF MATING SURFACES. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE DELIVERED PRODUCTS AND THOSE SHOWN ON THIS PLAN.
15. FOUNDATION AND RETAINING WALL DESIGNS TO BE OBTAINED FROM, OR VERIFIED BY THE PROJECT STRUCTURAL OR GEOTECHNICAL ENGINEER.
16. THE FOUNDATION DRAIN SYSTEM SHALL BE INSTALLED PER THE RECOMMENDATION OF THE STRUCTURAL AND GEOTECHNICAL ENGINEERS.
17. THE SURVEYOR RESPONSIBLE FOR STAKING THE FOUNDATION OF THE HOUSE IS RESPONSIBLE TO MAKE SURE HE HAS THE LATEST SITE, FOUNDATION & ARCHITECTURAL PLANS AVAILABLE, ALONG WITH ANY UPDATED LOTLINE, SETBACK & EASEMENT INFORMATION.
18. INSTALL ROOF GUTTERS AND DOWNSPOUTS THAT DISCHARGE WELL BEYOND THE LIMITS OF ALL BACKFILL. CONFIRM DOWNSPOUT DRAINAGE HAS GOOD POSITIVE GRADE RUNNING AWAY FROM THE HOUSE. STORM DRAIN PIPES TO BE INSTALLED WITH 1% MINIMUM SLOPE TO THE OUTFALL POINTS. HEAT TAPE SHALL BE INSTALLED IN ALL EXTERIOR ROOF GUTTERS, DRAIN PIPES, DOWNSPOUTS, AREA DRAINS, TRENCH DRAINS, STORM DRAIN PIPES AND GRATED STRUCTURES.
19. LANDSCAPING WHICH REQUIRES REGULAR HEAVY IRRIGATION SUCH AS SOD, AND LAWN SPRINKLER HEADS SHOULD BE LOCATED AT LEAST 10 FEET FROM FOUNDATION WALLS.
20. ACCUMULATED SNOWFALL SHALL BE REMOVED TO GRASS AREA TO ENSURE THAT PROPER DRAINAGE AWAY FROM THE BUILDING IS MAINTAINED.
21. FINISH GRADE & SPOT ELEVATIONS AT THE EXTERIOR OF THE STRUCTURE ASSUME THAT THE FOUNDATION WALLS EXTEND ABOVE THE BUILDING FINISH FLOOR & HANGER FLOOR JOISTS ARE USED. EXTERIOR GRADE TO BE A MINIMUM OF 6" BELOW TOP OF FOUNDATION WALL. THE FOUNDATION WALL HEIGHT MAY NEED TO BE EXTENDED IN ORDER TO ACHIEVE POSITIVE DRAINAGE AWAY FROM THE STRUCTURE.
22. INSTALL DEEP & SHALLOW UTILITY SERVICES ACCORDING TO RESPECTIVE UTILITY COMPANY OR METRO DISTRICT SPECIFICATIONS AND REGULATIONS. HORIZONTAL LOCATIONS OF SERVICE LINES ARE SUGGESTIONS ONLY. PROPOSED UTILITY SERVICES TO THE RESIDENCE MAY BE VARIED FROM THE LOCATIONS SHOWN. ALL WATER AND SEWER SERVICES SHALL BE INSTALLED PER METRO DISTRICT REGULATIONS.
23. DRAINAGE PIPES CALLED OUT AS ADS SHALL BE ADVANCED DRAINAGE SYSTEMS N-12 WATER RESISTANT PIPE (ADS N-12-WT) OR ENGINEER APPROVED EQUAL. ALL PIPES SHALL BE INSTALLED WITH WATERTIGHT CONNECTIONS.
24. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITTING FOR CONSTRUCTION FROM THE APPROPRIATE GOVERNMENTAL ENTITIES.
25. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.

GENERAL NOTES

N.T.S.



EROSION CONTROL NOTES:

1. IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL MEASURES SHALL PRECEDE STRIPPING OF NATIVE VEGETATIVE COVER AND AS GRADING PROGRESSES.
2. ALL TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. STRAW BALE DIKES OR SILT FENCING MAY REQUIRE PERIODIC REPLACEMENT. SEDIMENT TRAPS WILL REQUIRE PERIODIC SEDIMENT REMOVAL.
3. INSTALL PERMANENT EROSION FABRIC IN THE FLOW LINES OF DRAINAGE SWALES.

SEDIMENT CONTROL FENCE DETAIL

N.T.S.

Boundaries Unlimited Inc.
Civil Engineering Surveying & Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR Review CONSTRUCTION

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811 Know what's below. Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 15, Minturn North P.U.D.

Details and Notes
DRB Submittal 5/31/24

No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO. **23035**
Designer: **PAH**
Drafter: **BUI**
Date: **4/15/24**

Sheet **C2**

File Name: **lot 15 sp-01.dwg**

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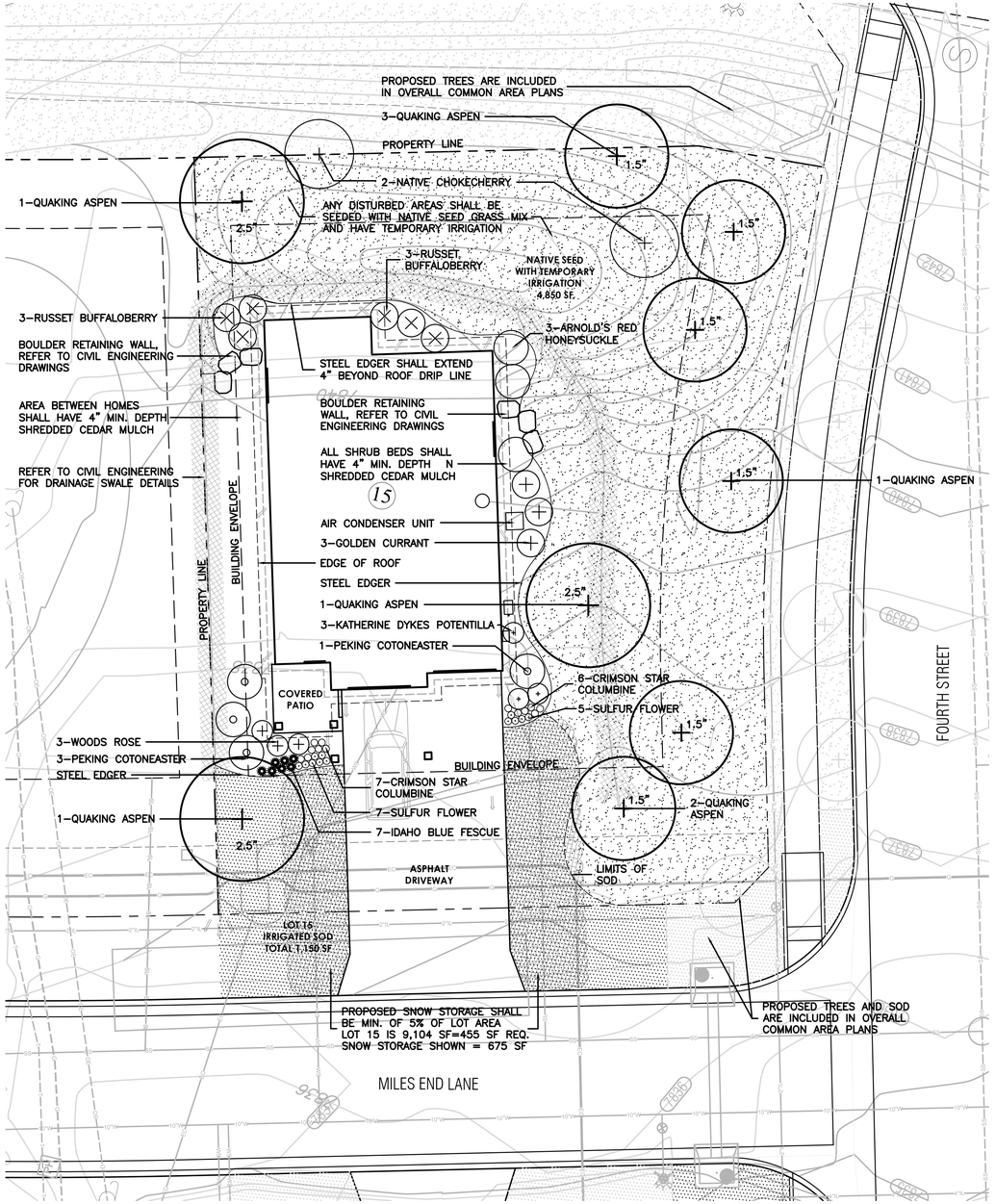


LEGEND

- IRRIGATED SOD, REFER TO L2 FOR DETAILS
- NATIVE SEED MIX WITH TEMPORARY IRRIGATION, REFER TO L2 FOR DETAILS
- PROPOSED BOULDER RETAINING WALL, REFER TO CIVIL ENGINEERING FOR DETAILS
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS SHRUBS
- PROPOSED ORNAMENTAL GRASSES
- PROPOSED FLOWERING PERENNIALS
- SNOW STORAGE AREA

811 Know what's below. Call before you dig.

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.
LOT 15-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

0 5 10 20
SCALE: 1"=10'-0"

DRB SUBMITTAL

SHEET TITLE:
PROPOSED LANDSCAPE PLAN

SCALE: 1"=10'-0"
SHEET NUMBER:
L1

General Notes and Specifications:

1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and Town of Minturn standards.
4. See Civil Engineering sheets for final grading and drainage.
5. Snow Storage area shall be a min. of 25% of all driveway and parking areas.

Revegetation Notes:

1. Seed shall be broadcast and raked to ¼" depth.
2. Apply Biodegradable Green Dyed-Wood Celluose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
3. Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ⅓ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:

Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop–Up Spray Irrigation For Bluegrass Sod	1,150 SF
	Permanent micro–spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	8 TREES x 4.5 SF = 36 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	31 SHRUBS x 3 SF = 93 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,304 SF
	Temporary Spray Irrigation For Native Seed	4,850 SF

IRRIGATION NOTES:

1. DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED SOD, NATIVE SEED GRASS, AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MICRO–SPRAY HEADS OR DRIP IRRIGATION, DEPENDING ON PLANT MATERIAL, IN PERENNIAL AND GROUNDCOVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE, AND POP–UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
2. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.

ALL DISTURBED AREAS SHALL BE SEEDED WITH: 'DRY NATIVE MOUNTAIN' SEED MIX

THIS SEED MIX HAS BEEN CHOSEN FOR THE SPECIFIC PROJECT LOCATION AND ELEVATION. LANDSCAPE INSTALLER SHALL NOT DEVIATE FROM THIS REVEGETATION SEED MIX WITHOUT WRITTEN APPROVAL FROM THE RESORT CONCEPTS SITE MANAGER.

COMMON NAME	SEEDING RATE % MIX	BULK LBS PER ACRE
SANDBERG BLUE	10%	5.00
MOUNTAIN BROME	20%	10.00
SLENDER WHEATGRASS	15%	7.50
BLUEBUNCH WHEATGRASS	10%	5.00
ROCKY MOUNTAIN FESCUE	10%	5.00
THICKSPIKE WHEATGRASS	15%	7.50
BOTTLEBRUSH SQUIRRELTAIL	2.5%	1.25
STREAMBANK WHEATGRASS	15%	7.50
PRAIRIE JUNEGRASS	2.5%	1.25
TOTAL LBS./ACRE	100%	50

NOTES:

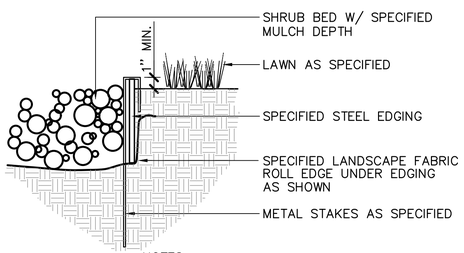
PERCENTAGES OF MIXES VARY YEAR–TO–YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY, CO 80632.
PHONE: 1–800–782–5947
WEBSITE: PAWNEEBUTTESSEED.COM

PROPOSED PLANT MATERIALS LIST

Note: All plant material has been chosen from the CSU Extension Office recommended plant lists. These lists have been cross referenced to find suitable plants for the elevation of Minturn (10,000 ft and above), and also to maximize use of plants native to the area, low-water use plants, and plants that enhance habitat and food sources for insects, butterflies, birds and other animals. The cross referenced lists are the following:

- CSU Extension, Fire Wise Plant Materials - 6.305
- CSU Extension, Trees and Shrubs for Mountain Areas - Fact Sheet No. 7.423
- CSU Extension, Low-Water Native Plants for Colorado Gardens, Mountains 7,500' and Above - CO Native Plant Society
- CSU Extension, Native Trees for Colorado Landscapes - Fact Sheet No. 7.421
- CSU Extension, Native Shrubs for Colorado Landscapes - Fact Sheet No. 7.422

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
6	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
2	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
	ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)			
7	Idaho Fescue Grass, Festuca idahoensis 'Siskiyou Blue'	1 & 2	1 gal.	Container Full
	PERENNIAL GROUNDCOVERS (planted @ 12" O.C. spacing)			
12	Sulfur Flower Eriogonum umbellatum	1 & 2	Flats of 15 or 32	
	PERENNIAL FLOWERS (planted @ 12" O.C. spacing)			
13	Crimson Star Columbine Aquilegia 'Crimson Star'	1 & 2	Flats of 15	
	DECIDUOUS SHRUBS			
3	Arnold's Red Honeysuckle Lonicera tatarica 'Arnold's Red'	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
3	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
3	Katherine Dykes Potentilla Potentilla fruticosa 'Katherine Dykes'	1 & 2	5 gal.	Container, 5 canes minimum 12"–18" ht.
2	Native Chokecherry Prunus virginiana melanocarpa	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
4	Peking Cotoneaster Cotoneaster lucidus	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
6	Russet Buffaloberry Shepherdia canadensis	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
3	Wood's Rose Rosa woodsii	1 & 2	5 gal.	Container, 5 canes minimum 12"–18" ht.



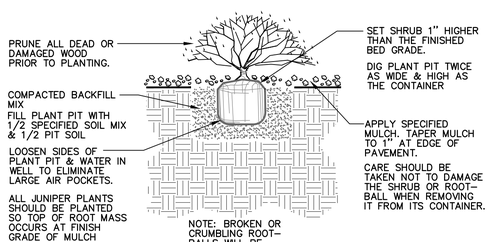
NOTES:
1) SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.

2) EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.

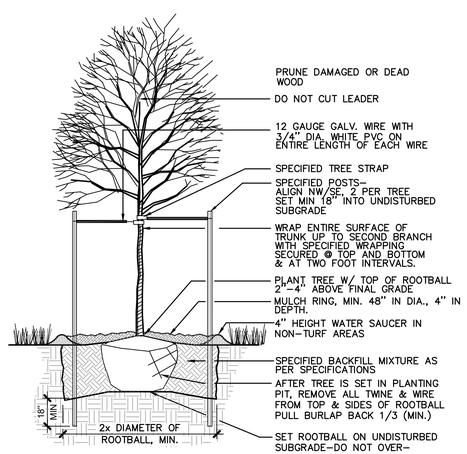
3) ALL JOINTS TO BE SECURELY STAKED.

4) CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

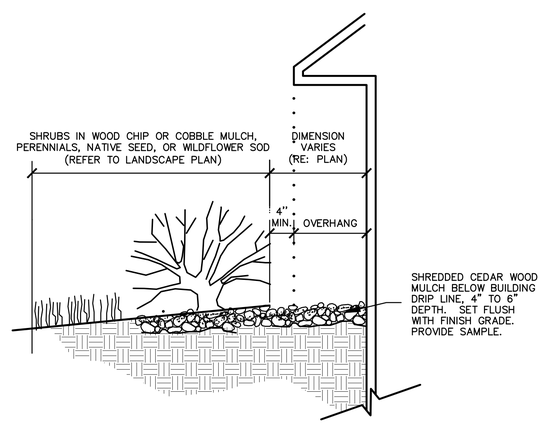
1 L2 STEEL EDGER — NOT TO SCALE



2 L2 SHRUB PLANTING — NOT TO SCALE



3 L2 DECIDUOUS TREE PLANTING — NOT TO SCALE



4 L2 MULCH ARMORED DRIP LINE — NOT TO SCALE

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

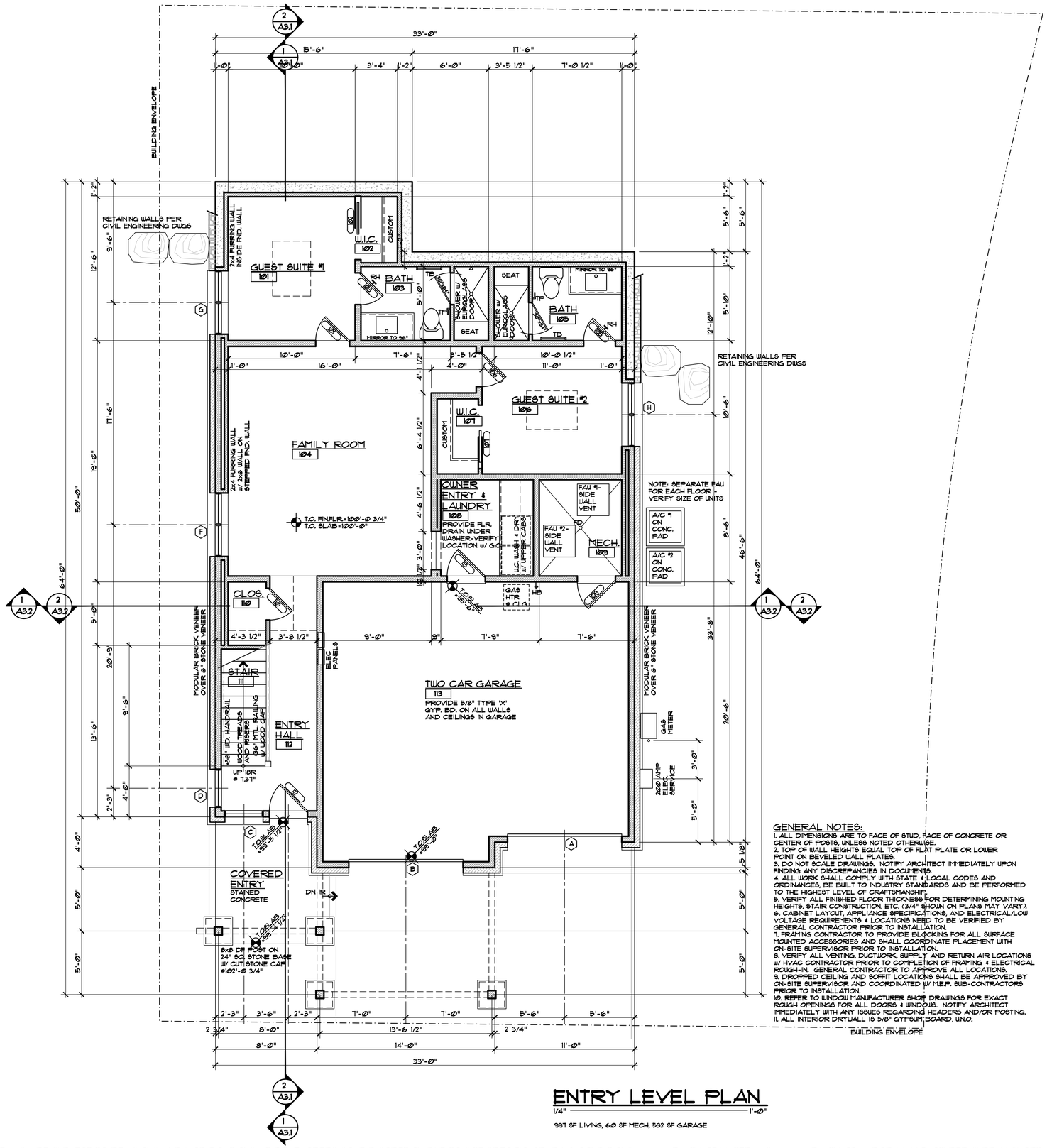
MINTURN NORTH P.U.D.
LOT 15-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2



ENTRY LEVEL PLAN

1/4" = 1'-0"

997 SF LIVING, 60 SF MECH, 532 SF GARAGE

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY).
6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL/LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
7. FRAMING CONTRACTOR TO PROVIDE BLOCKING FOR ALL SURFACE MOUNTED ACCESSORIES AND SHALL COORDINATE PLACEMENT WITH ON-SITE SUPERVISOR PRIOR TO INSTALLATION.
8. VERIFY ALL VENTING, DUCTWORK, SUPPLY AND RETURN AIR LOCATIONS W/ HVAC CONTRACTOR PRIOR TO COMPLETION OF FRAMING & ELECTRICAL ROUGH-IN. GENERAL CONTRACTOR TO APPROVE ALL LOCATIONS.
9. DROPPED CEILING AND SOFFIT LOCATIONS SHALL BE APPROVED BY ON-SITE SUPERVISOR AND COORDINATED W/ M.E.P. SUB-CONTRACTORS PRIOR TO INSTALLATION.
10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD, U.N.O.

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RESORT CONCEPTS
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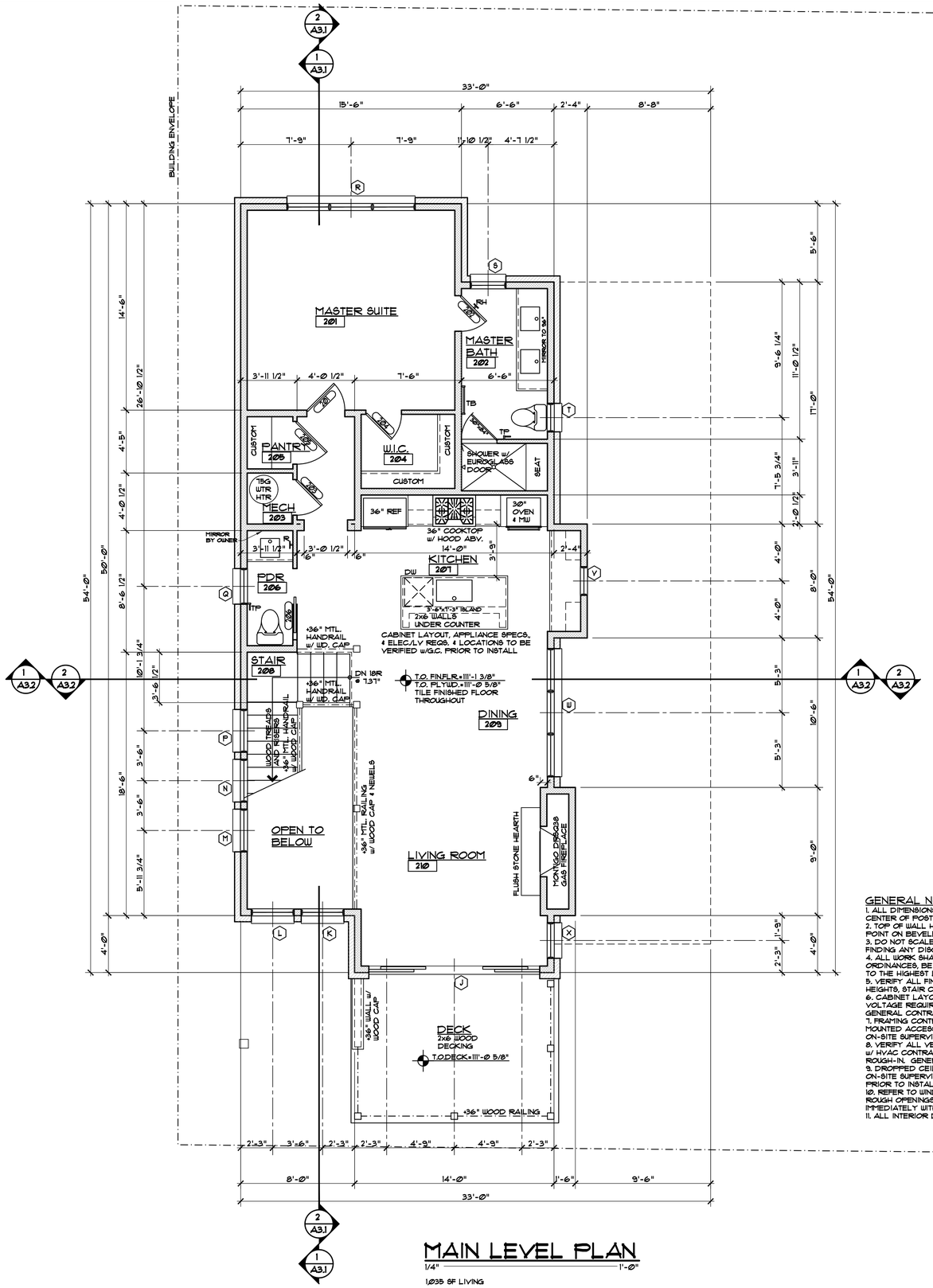
EDWARDS, COLORADO
(970) 926-1720

FISHER
LOT 15
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L15

ISSUED #	DATE	BY	COMMENTS
1	5-31-24	DUE	DRB SUBMITTAL SET

A1.1



GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY).
6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL/LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
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MAIN LEVEL PLAN

1/4" = 1'-0"

1,035 SF LIVING

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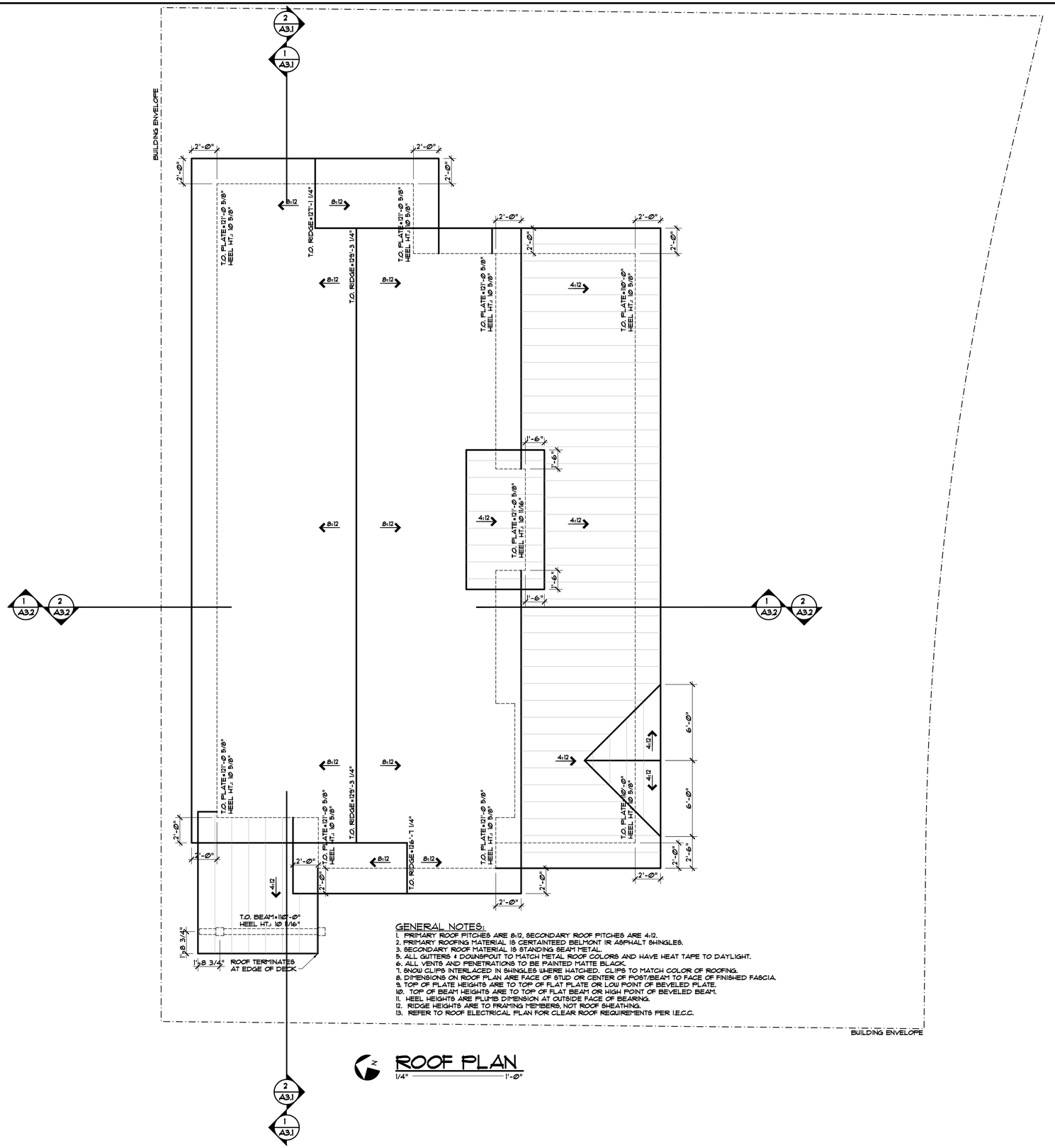
A1.2



GENERAL NOTES:

1. PRIMARY ROOF PITCHES ARE 8:12, SECONDARY ROOF PITCHES ARE 4:12.
2. PRIMARY ROOFING MATERIAL IS CERTAINTEED BELMONT IR ASPHALT SHINGLES.
3. SECONDARY ROOF MATERIAL IS STANDING SEAM METAL.
5. ALL GUTTERS & DOWNSPOUT TO MATCH METAL ROOF COLORS AND HAVE HEAT TAPE TO DAYLIGHT.
6. ALL VENTS AND PENETRATIONS TO BE PAINTED MATTE BLACK.
7. SNOW CLIPS INTERLACED IN SHINGLES WHERE HATCHED. CLIPS TO MATCH COLOR OF ROOFING.
8. DIMENSIONS ON ROOF PLAN ARE FACE OF STUD OR CENTER OF POST/BEAM TO FACE OF FINISHED FASCIA.
9. TOP OF PLATE HEIGHTS ARE TO TOP OF FLAT PLATE OR LOW POINT OF BEVELED PLATE.
10. TOP OF BEAM HEIGHTS ARE TO TOP OF FLAT BEAM OR HIGH POINT OF BEVELED BEAM.
11. HEEL HEIGHTS ARE PLUMB DIMENSION AT OUTSIDE FACE OF BEARING.
12. RIDGE HEIGHTS ARE TO FRAMING MEMBERS, NOT ROOF SHEATHING.
13. REFER TO ROOF ELECTRICAL PLAN FOR CLEAR ROOF REQUIREMENTS PER I.E.C.C.

ROOF PLAN

1/4" = 1'-0"

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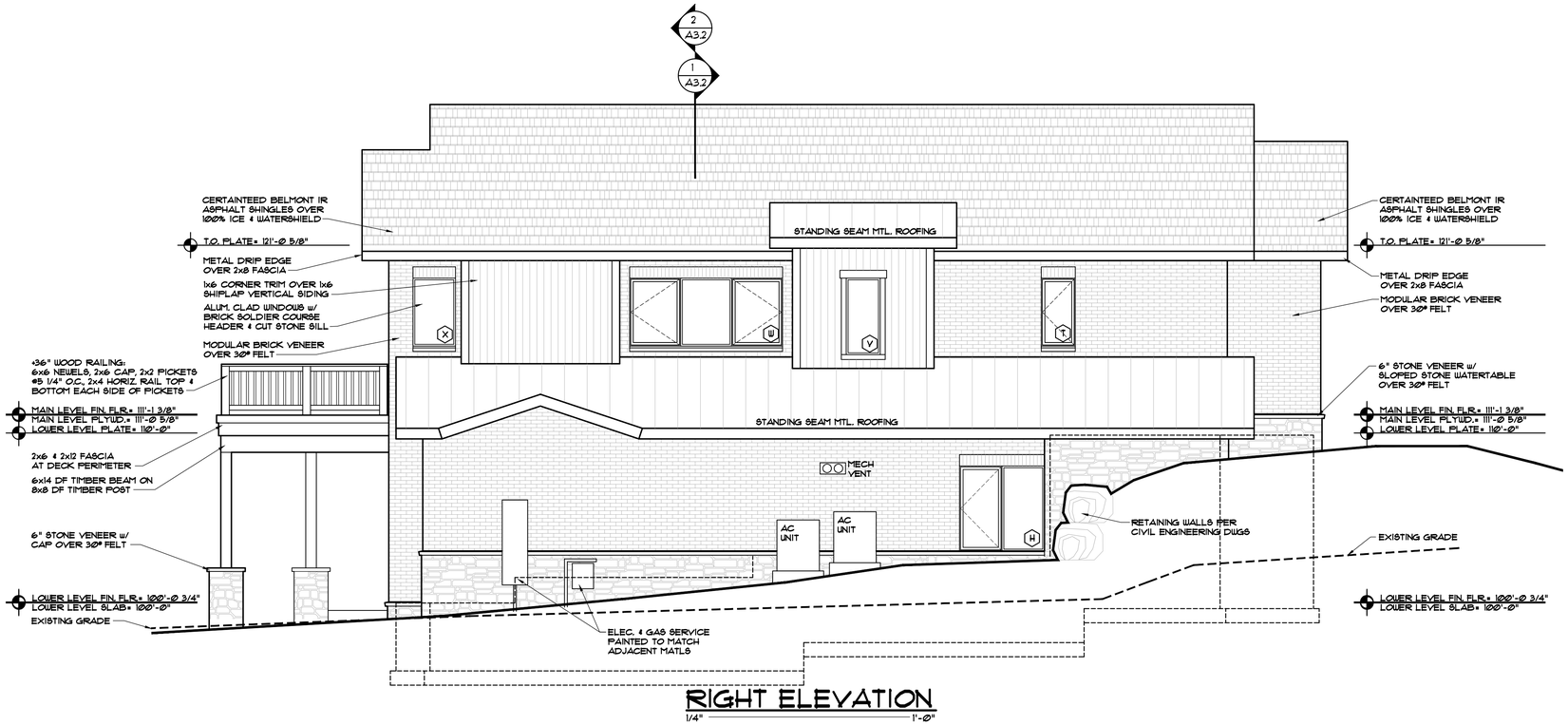
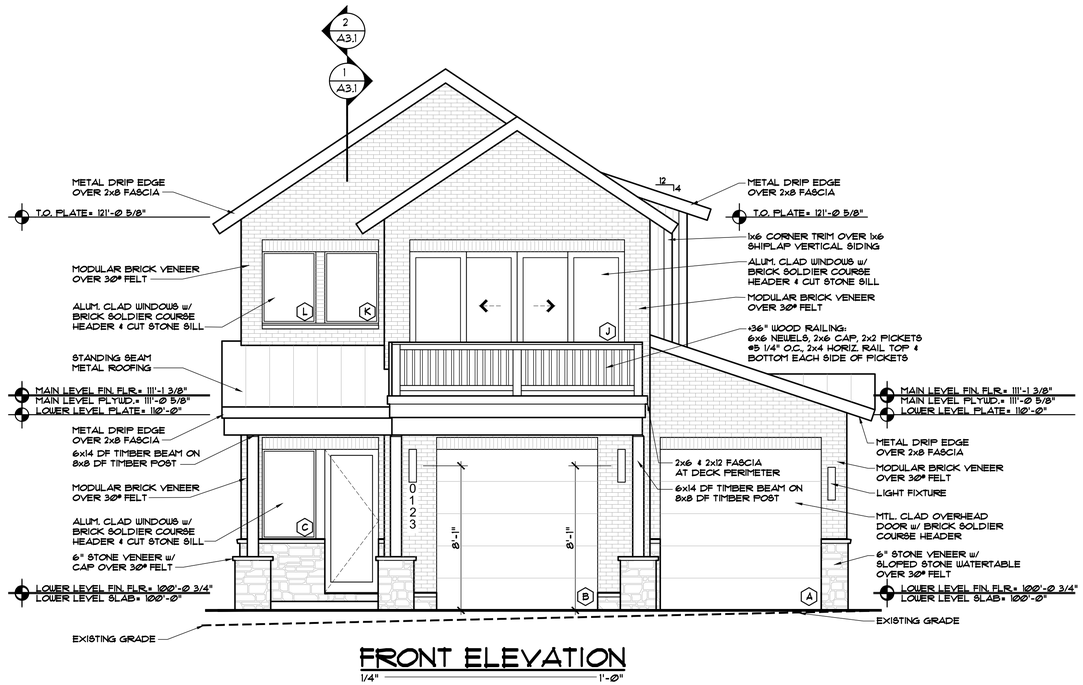


RIGHT ELEVATION

1/4" = 1'-0"



FRONT ELEVATION

1/4" = 1'-0"

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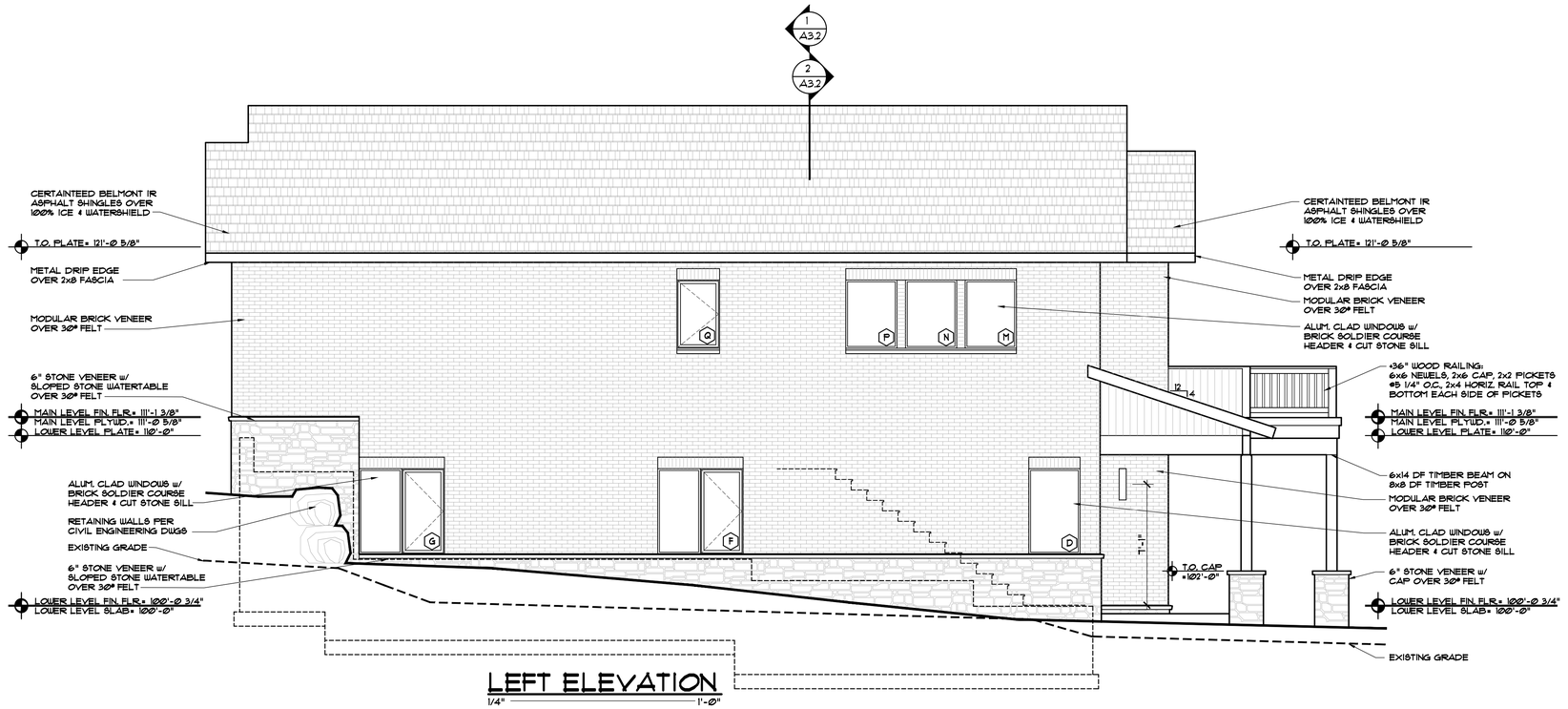
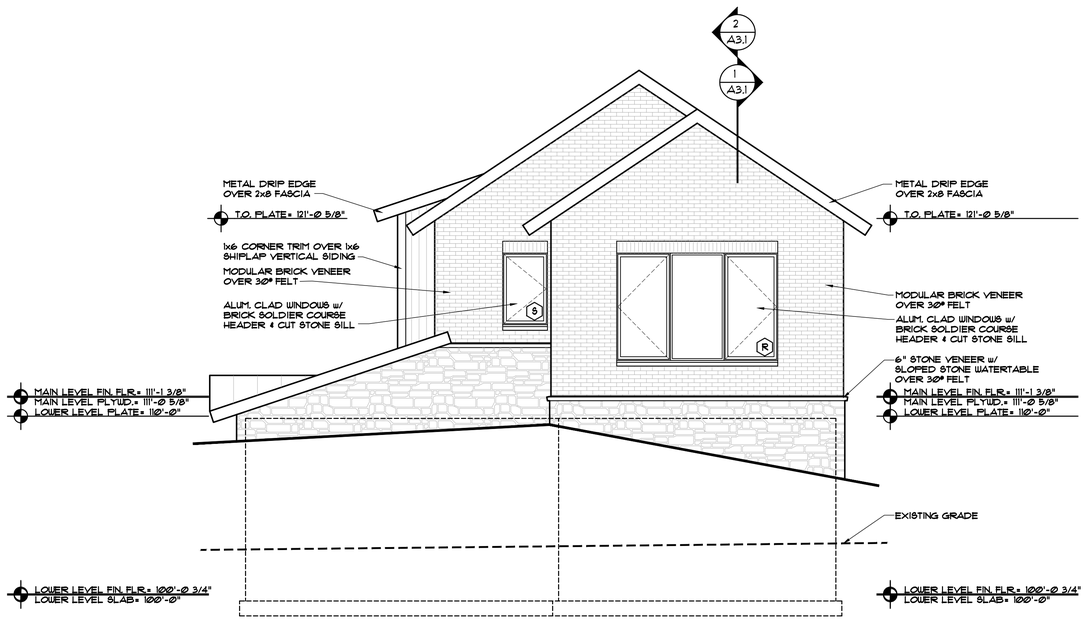


LEFT ELEVATION

1/4" = 1'-0"



REAR ELEVATION

1/4" = 1'-0"

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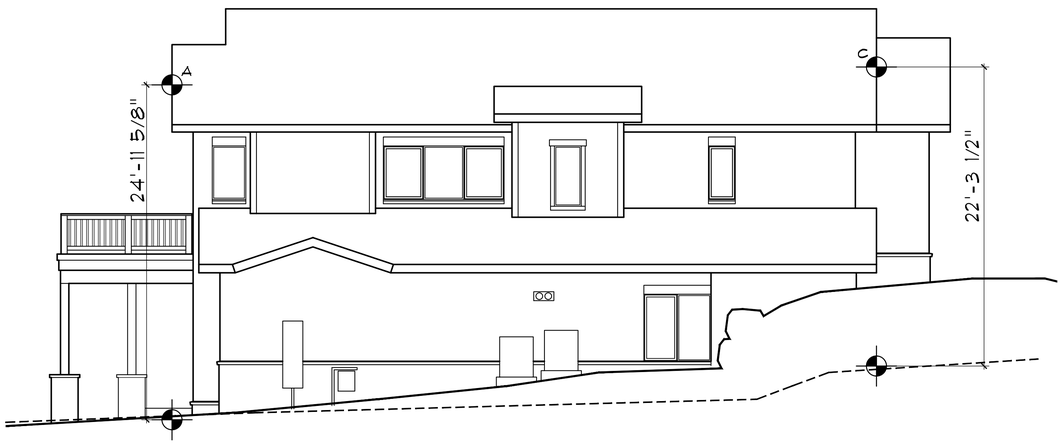

RIGHT ELEVATION
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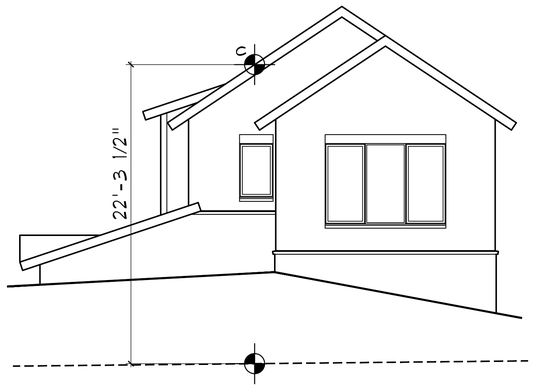

REAR ELEVATION
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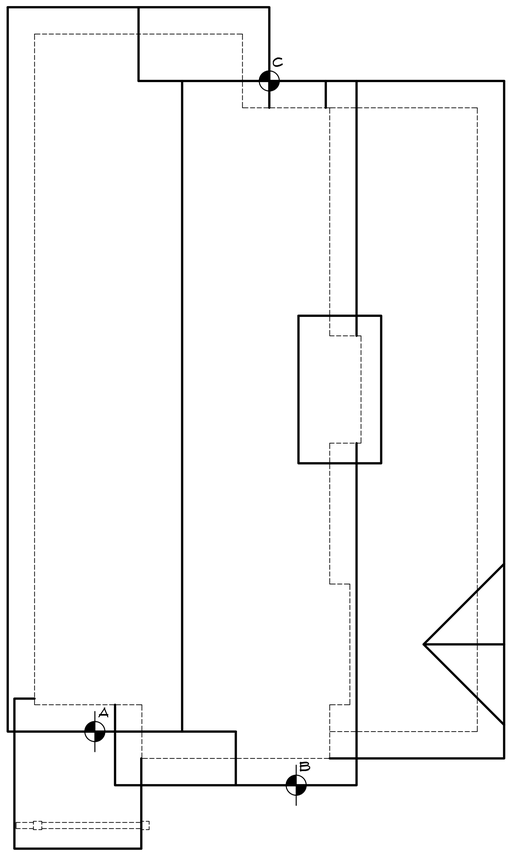

ROOF PLAN
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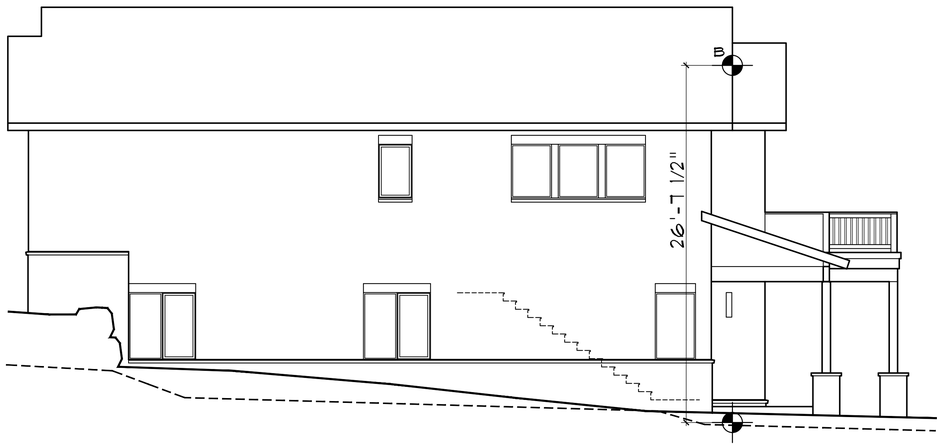

LEFT ELEVATION
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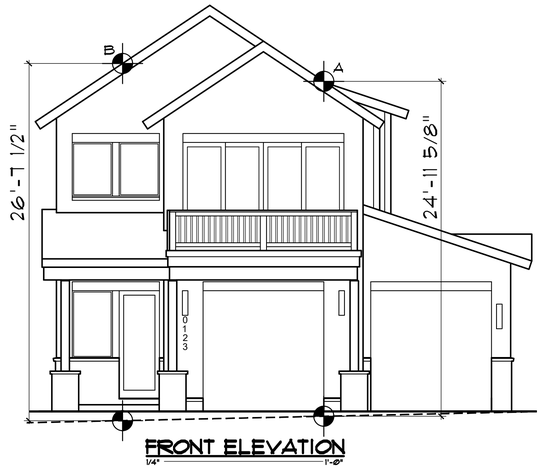

FRONT ELEVATION
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BH1

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

Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Eric Rippeth
Darell Wegert

Design Review Board Hearing

Final Plan Review for New Home

0206 Miles End Lane

Hearing Date:	July 10, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Daniel & Heather MacArthur
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 5
Address:	0206 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	**Approval, with Conditions**

Staff Report

I. Summary of Request:

The Applicants, Daniel and Heather MacArthur, request Final Plan review of a new, four-bedroom, 4,475 (gross) square foot single-family residence located at 0206 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant's representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans
The plans show a two-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet 9 and 1/8 inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

Additionally, the massing, forms, and scale of the proposed structure, as well as proposed exterior materials, textures and detailing also appear to achieve the design objectives of Appendix B – *Design Guidelines and Standards,* Minturn Municipal Code.

Parking is adequate, with four off-street spaces, two of which are provided within the garage and two in front of the garage. The plans show the entry level with two bedrooms, garage, exercise room and lounge, and the main level has the two remaining bedrooms and primary living area.

According to staff's analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town's standards.

Overall, staff believes that the Applicants and their representative have provided a complete, detailed set of plans necessary to complete a thorough final plan review.

As a reminder, the Planning Commission has the option to review the proposal as a "conceptual" plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or the Commission may take action to approve, approve with conditions, or deny the Final Plans.

Staff is **recommending approval,** with conditions.

II. Summary of Process and Code Requirements:

These plans are being presented by the Applicant as "Final Plan" level of review for a new single-family residential structure on a legally created lot within the Town of Minturn. This is a formal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB's concerns or feedback regarding suggested revisions to the project.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve the plans without conditions, or to approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions, additions or updates to the plans.
No variances are required or requested at this time.

Design Review Process
Appendix 'B' of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection "d" below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.

(2) Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:

a. The proposal's adherence to the Town's zoning regulations.
b. The proposal's adherence to the applicable goals and objectives of the Community Plan.
c. The proposal's adherence to the Design Standards.

(3) Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:

a. That the proposal is in conformance with the Town zoning regulations.
b. That the proposal helps achieve the goals and objectives of the Community Plan.
c. That the proposal complies with the Design Standards.

Staff suggests that the final plans for 0206 Miles End Lane meet or can be revised to meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings* – with proposed conditions of approval.

III. Zoning Analysis:

Zoning

The subject property is located within the "Game Creek Character Area" Minturn North PUD Zone District Planning Area 1 (PA-1), described as follows:

> *"The primary intent of this Planning Area is to create a market rate single-family residential use zone surrounded by common area and open space."*
>
> *- Ordinance No. 15 – Series 2023 Minturn North PUD Guide*

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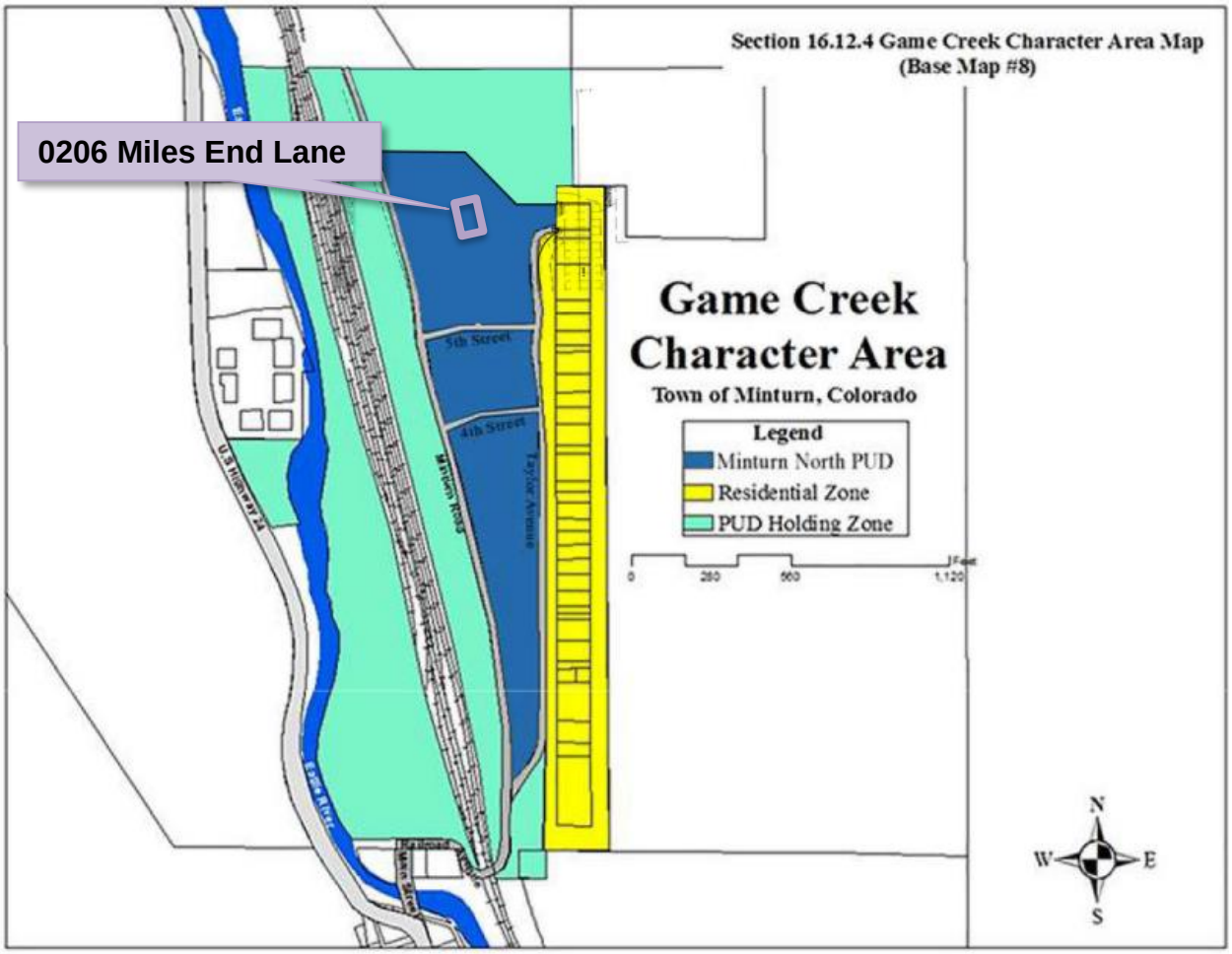
Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant the approved Final Development Plan for the Minturn North PUD.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	8,319.96 sq. ft.	8,319.96 sq. ft. (.191 ac.)
Maximum Building Height:	28 feet	27 feet – 9 1/8 inches
Minimum Front Setback:	20 feet	20 feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10+ feet

Maximum Lot Coverage:	50% (4,159.98sq. ft.)	2,716 sq. ft. (32.64%) Proposed
Maximum Impervious Coverage:	60% (4,991.98 sq. ft.)	4,136 sq. ft. (49.71%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (8,319.96 sq. ft. x .05 = 416 sq. ft.)	820 sq. ft.
Parking:	4 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design
In addition to the development standards listed above, the following general design principles are provided for reference.

Final Site, Grading and Drainage Design
The Minturn Design Guidelines encourage designs that integrate or account for site topography and existing conditions, surrounding conditions, solar orientation, placement on lots relative to streets and natural features, snow storage and snow shed from roof structures.

Mass and Form
The following excerpt from the Design Guidelines is applicable to the proposed home design:

"c. Massing and Scale

> *"**A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment.** Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.*
>
> *"Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures."*
>
> *-Town of Minturn Design Guidelines*

Staff Response:
Staff believes that the design and scale of the proposed structure incorporates a simple central form with additive features and is complementary to adjacent residential structures and character on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not

overpower surrounding natural and built environments. Proposed roof forms and pitches, materials and textures are compatible and complementary to the surrounding built and natural environments.

V. Issues and Recommended Revisions:

Issues or Required Plan Revisions
The following issues or areas of refinement have been identified by staff that must be addressed prior to any building permit application submittal and are reflected in staff's recommended list of conditions:

Site Plan
The Ordinary High Water Mark (OHWM) should be labeled on the site plan.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0206 Miles End Lane, as conditioned below, generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

Staff is **recommending approval** of the plans, with the following recommended condition(s):

1. The Applicant shall label the Ordinary High Water Mark (OHWM) on the site plan prior to or concurrent with building permit application.

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors

June 27, 2024

Madison Harris
Town of Minturn Planner
PO Box 309
Minturn, CO 81645

Re: 206 Miles End Lane
Lot 5, Minturn North PUD
DRB Resubmittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled *"Macarthur Residence; Lot 05, Minturn North, Minturn Colorado"* revised June 26, 2024, by Eggers Architecture Inc.(Plans) included in the revised DRB application for Lot 5, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:
Paragraphs a through e:
"Final Plat: Minturn North PUD" recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through l:
Sheet C.7 of the *"Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24"* prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.7 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:

1. Sheet BH1 provides Building height information necessary for Planning Staff review.

Madison Harris
Re: 206 Miles End Lane
Lot 5, Minturn North PUD
DRB Resubmittal Review
Project No. 24-0001

2. Complete. ~~The limits of the Debris Flow mapped in the November 2023 *"North Minturn PUD Mud and Debris Flow Analysis*" prepared by Wright Water Engineers Inc should be shown on the Site Plan.~~
3. The site plan shows a "High Mark." The "Ordinary High Water Mark (OHWM) as defined in section 17-2-10 of the MMC along with required setbacks should be shown on the site plan. The OHWM is shown on Sheet C.7 of *"Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24"* and the *"Final Plat: Minturn North PUD"* recorded March 4, 2024, referenced above. The OHWM should be labeled on the permit set of plans.

Section (C) (4) Grading & Drainage Plan:

Sheet C1 of the Plans "*Lot 5 Minturn North PUD; Site Grading and Drainage Plan"* resubmittal dated June 26, 2024, by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. Review by Inter-Mountain Engineering in no way relieves any responsibilities of design professionals associated with the project. Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Michelle Metteer, Scot Hunn, Taylor Hermes Arnold Martinez

RESORT CONCEPTS
REDEFINING THE RESORT EXPERIENCE

June 4, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: MacArthur Residence
Lot 5 Minturn North – 0206 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

The attached submittal includes a single-family residence within the Minturn North neighborhood. The home is subject to the Minturn North PUD Guide, Town of Minturn Code and all pertinent documents approved by the Town Council.

Lot 5 is located at 0206 Miles End Lane on a downhill sloping undisturbed vacant lot which drops in elevation approximately 12' through the building envelope. The home has been oriented facing south, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the south facing patio elevation of the home.

The home exterior is a balanced mix of stone and wood with appropriate architectural detailing which enhances the mountain vernacular. The landscaping Is Intentionally minimal In-keeping with the intent of the approved Minturn North PUD.

Should you have any questions or need clarifications, please don't hesitate to contact me.

Sincerely,

Taylor Hermes
512.468.3012

DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner1@minturn.org

Project Name:

Minturn North – MacArthur Residence

Project Location

Street Address: 206 Miles End Lane

Zoning:	Parcel Number(s):
Residential	2103-262-30-005

Application Request:

Design review of new single-family home

Applicant:

Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone:	Email:
970-926-1720	THermes@ResortConceptsCO.com

Property Owner:

Name: Daniel & Heather MacArthur

Mailing Address: PO Box 927 Minturn, CO 81645

Phone:	Email:
970-846-1283 (Dan)	Daniel.L.MacArthur@gmail.com / Heather.MacArthur03@gmail.com

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
0.191 acres	SFH	4	4
# of Stories:	**Snow storage sq ft:**	**Building Footprint sq ft:**	**Total sq ft Impervious Surface:**
2	820 sf	2,716 sf	4,136 sf

Signature:

Fee Paid:_____ **Date Received:**_____ **Planner:**_____

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)

Applicant	Staff	
☑	☐	**Application Fee** (Non-Refundable application fee shall be collected)
		• Design Review Board - $200.00
☑	☐	**Letter of Intent**
		-- What is the purpose of the project including;
☑	☐	• Relevant Background
☑	☐	• Current Status of the Site
☑	☐	• All Proposed Uses and Structures
☑	☐	• How the Proposal Differs from what already exists
☑	☐	• Information regarding Easements or Dedicated Tracts, etc.
☑	☐	**Vicinity Map**
		-- Directional Map indicating how to get to the Property involved in the request.
☑	☐	• Zoning of Property
☑	☐	**Site Plan showing Precise Nature of the Proposed Use –**
☑	☐	**To Scale**
☑	☐	• Scaled Drawings of Proposed Design of Structure
☑	☐	○ Plan View and Sections
☑	☐	• Building Heights – all 4 directions N/S/E/W
☑	☐	• topography
☑	☐	• Building Location and impervious coverage
☑	☐	• Setbacks
☑	☐	• Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant
☑	☐	• Parking Plan
☑	☐	• Traffic Circulation
☑	☐	○ Location and Width of Existing and Proposed Access Points
☑	☐	○ Location of Existing Driveways and Intersections
☑	☐	• Landscaped Area – Plan including existing and proposed vegetation.
☑	☐	• Approximate Location of Existing Wooded Areas and Rock Outcrops
☑	☐	• Location and Type of Existing and Proposed Easements
☑	☐	• Utility Easements
☑	☐	• Drainage Features
☑	☐	• Snow Storage areas expressed in square feet as a percentage of the overall site area
☑	☐	**Preliminary Building Plans and Elevations**
☑	☐	• Indicates Dimensions
☑	☐	• General Appearance
☑	☐	• Scale
☑	☐	• Interior Plan for the Buildings

Elements needed on the Site Plan

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

Architecture Details – Materials Board

- Windows – Placement and Color
- Doors – Placement and Color
- Siding – Type and Color
- Roof Material – Type and Color
- Paint Color

Boundary Survey with a stamp and signature of a licensed surveyor

- Date of survey (survey date must be within 6 months of the project application date
- Right-of-way and property lines; including bearings, distances and curve information.
- Labeled ties to existing USGS benchmark.
- Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
- All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
- Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
- Topographic conditions at two-foot contour intervals.
- Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
- Rock outcroppings and other significant natural features.
- All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
- Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
- Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.

Grading and Drainage Plan

- Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
- Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
- Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
- Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
- Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
- Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
- Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Moss Rock



Fascia, Columns & Railing
Color: Custom Stain



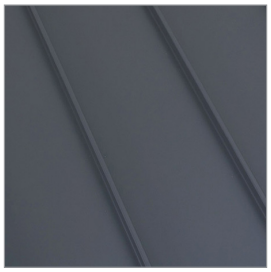
Vertical Siding & Sofits
1"x8" – Butt Joint, Smooth
Color: Custom Stain



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Dark Gray



Garage Door
9'-0" x 18'-0" Wood
Color: Custom Stain



Windows and Doors
Mfg: Alan Bradley Cityline
Color: Matte Black



Exterior Lighting
Mfg: Hinkley Mist 22" Sconce
Color: Satin Black



Entry Door
Solid Wood
Color: Custom Stain



Entry Door Hardware
Emtek Lausanne Full Plate with Helios Interior Lever
Color: Matte Black

All product and design specifications, including, but not limited to, color, finish, model, etc., are for illustrative purposes only and are subject to change without notice.



Perspective 1

DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

Minturn North - Lot 5

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB Design Review - 3D Views

May 30, 2024

Resort Concepts

Perspective 2



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

Minturn North - Lot 5

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB Design Review - 3D Views

May 30, 2024

Resort Concepts

MACARTHUR RESIDENCE

206 MILES END LANE
LOT 05, MINTURN NORTH
MINTURN, COLORADO

DRB SUBMITTAL SET — MAY 31, 2024
REVISED DRB SUBMITTAL — JUNE 26, 2024



NOTE: ALL SITE & LANDSCAPE PLANS, FLOOR PLANS, ELEVATIONS & DETAILS ARE SUBJECT TO TOWN OF MINTURN DESIGN REVEIW BOARD APPROVAL

OWNER'S REPRESENTATIVE
RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT
EGGERS ARCHITECTURE, INC
PO BOX 798
KREMMLING, COLORADO 80459
(970) 409-9790

STRUCTURAL ENGINEER
SUNDQUIST DESIGN GROUP
PO BOX 676
CONIFER, COLORADO 80433
(303) 838-2222

LANDSCAPE ARCHITECT
TOMINA TOWNSEND
PO BOX 3000
EDWARDS, COLORADO 81632
(303) 945-5252

CIVIL ENGINEER
BOUNDARIES UNLIMITED, INC.
923 COOPER AVENUE, SUITE 201
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-5252

SURVEYOR
SLAGLE SURVEY SERVICES
PO BOX 751
EAGLE, COLORADO 81631
(970) 471-1499

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
ENTRY LEVEL:	1,523 SF	79 SF	666 SF	2,268 SF
MAIN LEVEL:	2,207 SF			2,207 SF
TOTALS:	3,730 SF	79 SF	666 SF	4,475 SF

LOT AREA:	8,319.96 SF		
BUILDING COVERAGE:	2,716 SF	32.64%	50% ALLOWABLE
IMPERVIOUS COVERAGE:	4,136 SF	49.71 %	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

CODES: 2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
+ LOCAL AMENDMENTS

DRAWING SCHEDULE

	C	COVER
		FINAL PLAT MINTURN NORTH P.U.D.
	C.7	MINTURN NORTH P.U.D. OVERALL GRADING PLAN
2	C1	SITE GRADING, DRAINAGE & EROSION CONTROL PLAN
2	C2	CIVIL DETAILS
	L1	LANDSCAPE PLANTING PLAN
	L2	LANDSCAPE SCHEDULES & DETAILS
	A1.1	ENTRY LEVEL PLAN
	A1.2	MAIN LEVEL PLAN
	A1.3	ROOF PLAN
	A2.1	BUILDING ELEVATIONS
	A2.2	BUILDING ELEVATIONS
	BH1	BUILDING HEIGHT CALCULATIONS

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

MACARTHUR
206 MILES END LANE
LOT 05, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22-L05

ISSUED #	DATE	BY	COMMENTS
2	6-26-24	DUE	REVISED DRB SUBMITTAL
1	5-28-24	DUE	DRB SUBMITTAL SET

C

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of ~~June~~ March 2024 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

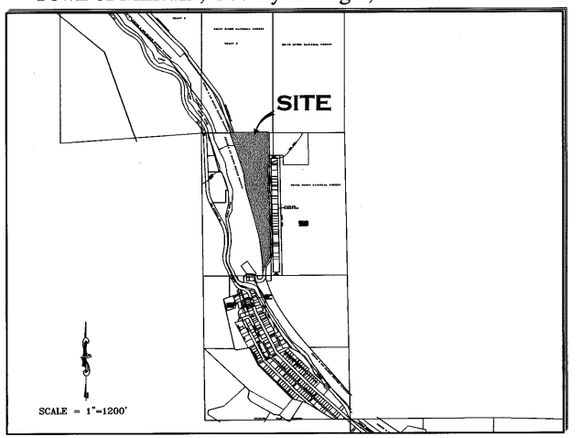
TOWN CLERK
TOWN OF MINTURN, COLORADO

SEAL
TOWN OF MINTURN COLORADO
1904

LAND USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	0.196 Acres	0246 Miles End Lane
2	SINGLE FAMILY	0.189 Acres	0236 Miles End Lane
3	SINGLE FAMILY	0.193 Acres	0226 Miles End Lane
4	SINGLE FAMILY	0.181 Acres	0216 Miles End Lane
5	SINGLE FAMILY	0.191 Acres	0206 Miles End Lane
6	SINGLE FAMILY	0.166 Acres	0196 Miles End Lane
7	SINGLE FAMILY	0.158 Acres	0186 Miles End Lane
8	SINGLE FAMILY	0.166 Acres	0176 Miles End Lane
9	SINGLE FAMILY	0.164 Acres	0166 Miles End Lane
10	SINGLE FAMILY	0.164 Acres	0156 Miles End Lane
11	SINGLE FAMILY	0.164 Acres	0146 Miles End Lane
12	SINGLE FAMILY	0.172 Acres	0136 Miles End Lane
13	SINGLE FAMILY	0.157 Acres	0126 Miles End Lane
14	SINGLE FAMILY	0.176 Acres	0112 Miles End Lane
15	SINGLE FAMILY	0.209 Acres	0096 Miles End Lane
16	SINGLE FAMILY	0.263 Acres	0070 Miles End Lane
17	SINGLE FAMILY	0.189 Acres	0243 Miles End Lane
18	SINGLE FAMILY	0.200 Acres	0221 Miles End Lane
19	SINGLE FAMILY	0.165 Acres	0201 Miles End Lane
20	SINGLE FAMILY	0.164 Acres	0185 Miles End Lane
21	SINGLE FAMILY	0.164 Acres	0171 Miles End Lane
22	SINGLE FAMILY	0.166 Acres	0155 Miles End Lane
23	SINGLE FAMILY	0.174 Acres	0141 Miles End Lane
24	SINGLE FAMILY	0.185 Acres	0125 Miles End Lane
25	SINGLE FAMILY	0.166 Acres	0111 Miles End Lane
26	SINGLE FAMILY	0.202 Acres	0095 Miles End Lane
27	SINGLE FAMILY	0.199 Acres	0083 Miles End Lane
28	SINGLE FAMILY	0.160 Acres	0071 Miles End Lane
29	SINGLE FAMILY	0.159 Acres	0057 Miles End Lane
30	SINGLE FAMILY	0.158 Acres	0043 Miles End Lane
31	SINGLE FAMILY	0.178 Acres	0031 Miles End Lane
32	SINGLE FAMILY	0.177 Acres	0017 Miles End Lane
33	SINGLE FAMILY	0.176 Acres	0003 Miles End Lane
34	SINGLE FAMILY	0.103 Acres	0036 Silver Star Trail
35	SINGLE FAMILY	0.103 Acres	0030 Silver Star Trail
36	SINGLE FAMILY	0.103 Acres	0024 Silver Star Trail
37	SINGLE FAMILY	0.103 Acres	0018 Silver Star Trail
38	SINGLE FAMILY	0.099 Acres	0008 Silver Star Trail
39	SINGLE FAMILY	0.129 Acres	0001 Silver Star Trail
Tract B	OPEN SPACE	2.958 Acres	
Tract C	Town Property	0.904 Acres	0052 Minturn Road (Not of PUD)
Tract D	Right of Way	0.966 Acres	Miles End Lane (North)
Tract D1	Right of Way	0.431 Acres	Miles End Lane (South)
Tract E	Open Space	1.220 Acres	
Tract F	Open Space	0.074 Acres	
Tract G	Right of Way	0.030 Acres	Silver Star Trail
Tract H	Right of Way	0.369 Acres	Fourth Street
TOTAL		13.485 ACRES	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY



PORTION OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:
1) The purpose of this Final Plat is to Create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Mintura Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
2) Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
3) Survey Date: December, 2022 through July 2023.
4) Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC50650645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201420764 along with plats and survey monumentation referenced hereon (to include the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitmeat referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
Item 15 - Does not effect these Platted lands but references vacation of portions of Taylor Addition to the Town of Minturn.
Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
Item 17 & 18- Do not effect subject Parcel.
Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined hereon.
Item 20 - Does not effect these Platted lands. (a.k.a. subject parcel)
Item 22 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner hereon.
Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
Item 29 - Parcel is subject to 1904 40 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has is to have been Terminated prior to the Recording of this Plat.
5) These platted lands are subject to:
- The Minturn North P.U.D. Guide recorded as Reception no. 202402232.
- The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240.
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated hereon as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489 .

PERTAINING TO HEREON CREATED EASEMENTS:
6) the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, 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) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility Easement" for the purpose of 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.
c) non-exclusive Access, Utility, and Drainage, Easement - on, over, under, above, across and through those areas designated hereon as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) 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.

GENERAL NOTES CONTINUED:
6) Continued...
d) Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non- vehicular access.
e) Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq..

FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
7) the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
a) non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Parking, Snow Storage & Landscape 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, iii) the installation, use, repair, replacement, improvement and maintenance of vehicular parking area, together with right of ingress and egress thereto, reasonable Pedestrian use including ingress and egress of persons to include vehicle, foot, bicycle or non-motorized use, iv) reasonable local snow storage and v) Landscaping use, and maintenance.
b) non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage, Landscape and Trail 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, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
c) non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage & Landscape 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, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
d) non-exclusive Trail Easement on, over, under, above, across and through those areas designated hereon as "Trail Easement" for the purpose of Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4' Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, or use. Maintenance of any path improvements within the "4' Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
f) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as " Public Utility and Drainage Easement" , as shown in Tract C, on sheet 2 of 5, 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, improvemeat and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

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 MINTURN NORTH 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 nonumented 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.

COLORADO REGISTERED 34998 PROFESSIONAL LAND SURVEYOR 02-26-24

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

Revised 02-07-24 Edited C.O.D. MSS
Revised 12-02-23 Edited Note 6a MSS
Revised 11-14-23 minor text MSS
Revised 11-07-23 Certain Dimensions MSS
Revised 11-06-23 Tract C Easements MSS
Revised 11-03-23 Town Comments MSS
Revised 10-11-23 Town Comments MSS
Revised 10-06-23 Town Comments MSS
Revised 09-26-23 Added Note regarding Tract C MSS

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 AND PHILIP HADLEY

Know all men by these presents that Minturn Crossing LLC, being sole owner in fee simple, mortgagee or lienholder, of all that real property situated in the Town of Minturn, County of Eagle, State of Colorado described as follows:
Parcel 1, UPRR Subdivision according to the Final Plat thereof recorded on 13th, day of December, 2023 as Reception No. 202316483 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado.
Containing 13.485 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as MINTURN NORTH P.U.D. subdivision in the Town of Minturn, County of Eagle, State of Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and does hereby accept responsibility for the completion of the improvements required by this plat and does hereby dedicate and set aside the following tracts, parcels and easements as follows:
-To the Town of Minturn Tract H (Fourth Street) and the easements described and depicted hereon in General Note 7, together with associated public improvements.
-To Utility Providers such utility easements as depicted herein in which utility infrastructure is located.

OWNER: MINTURN CROSSING LLC
ADDRESS: 225 Main Street, Suite C-101
Edwards, Colorado 81632

BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
)SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF March, A.D, 2024 BY RICK HERMES AS MANAGER OF MINTURN CROSSING LLC.

MY COMMISSION EXPIRES: 6 Aug 27

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154031002
MY COMMISSION EXPIRES 08/06/2027

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, 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 Minturn North, P.U.D., 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: Philip Hadley
BY: _____ as Individual

STATE OF Colorado)
) §
COUNTY OF Eagle)

The Foregoing Subordination by Mortgagee was acknowledged before me this 26 day of February 2024, By Philip Hadley as Individual.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: Aug. 01, 2025

NOTARY PUBLIC

JESSICA L BECHARD
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20134048864
My Commission Expires 8/1/2025

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of JANUARY 1, 2023, ~~2023~~ upon all parcels of real estate described on this Plat are paid in full.

DATED THIS 1st OF March, A.D., 2024

R0068101

TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

LAND TITLE does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316490

DATED THIS 28th DAY OF February, A.D., 2024

AGENT: _____

CLERK AND RECORDER'S CERTIFICATE $538

This Plat was filed for record in the Office of the Clerk and Recorder at 12:59 o'clock P.M., on this 4th day of March, A.D, 2024

CLERK AND RECORDER

BY: _____ DEPUTY

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

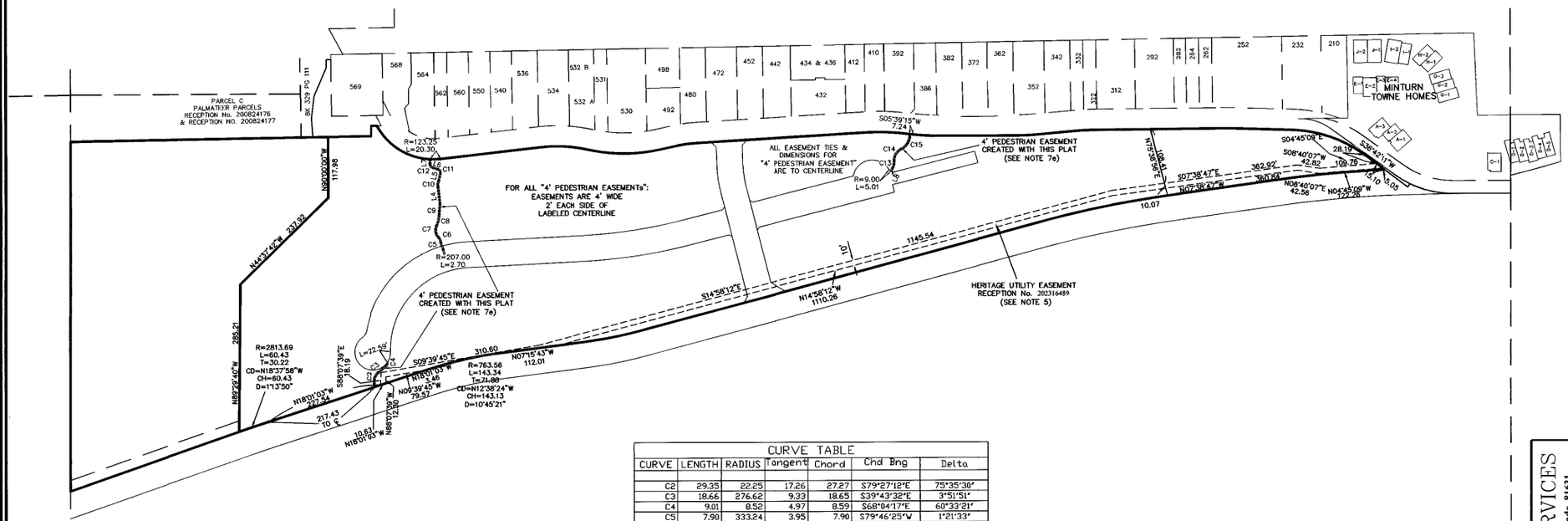
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 1 OF 5		DATE: 08-13-2023

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: $53.00 DOC: $0.00
02234
03/04/2024
12:59:18 PM

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N83°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Brng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S68°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	1°21'33"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.68	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

100 0 50 100 200 400

1 INCH = 100 FEET

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
02-26-24

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.

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

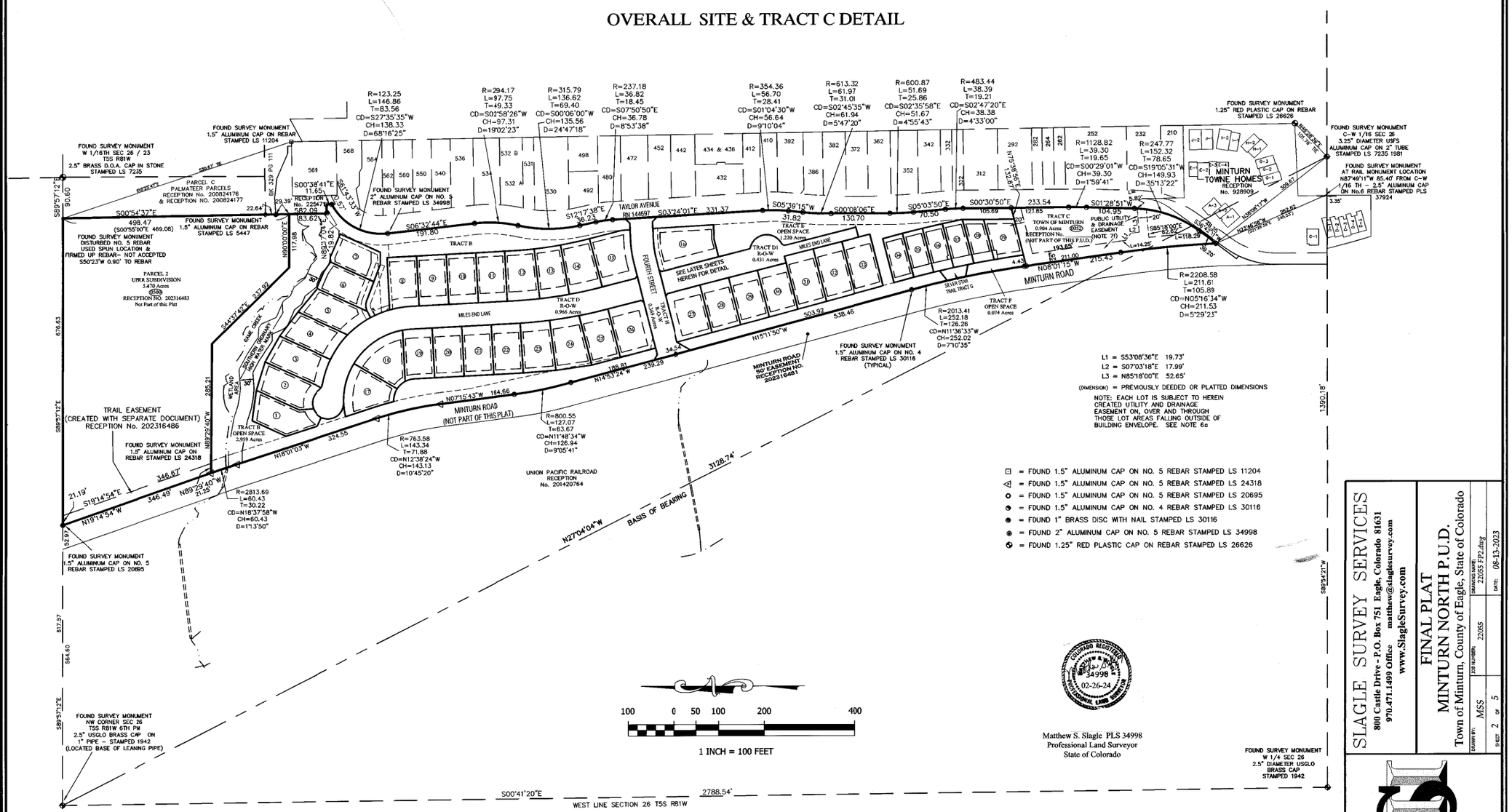
DRAWN BY: MSS | JOB NUMBER: 23055 | DRAWING NAME: 23055 FP2.dwg | DATE: 08-13-2023 | SHEET: 5 OF 5

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL



COLORADO REGISTERED MATTHEW S. SLAGLE 34998 02-26-24 PROFESSIONAL LAND SURVEYOR

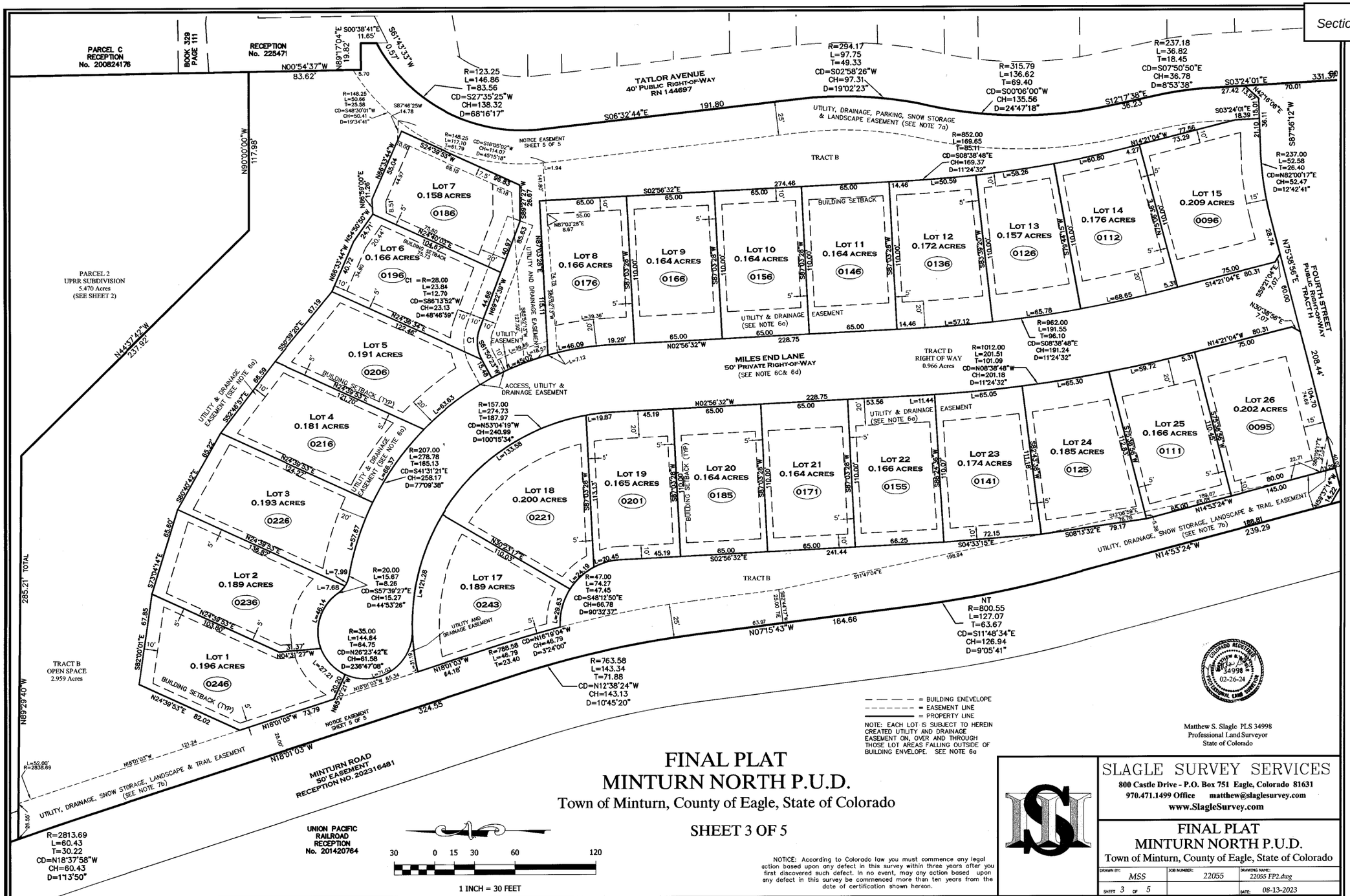
Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS | JOB NUMBER: 220555 | DRAWING NAME: 220555 FP2.dwg | SHEET 2 OF 5 | DATE: 08-13-2023

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.



FINAL PLAT
MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5

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

SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
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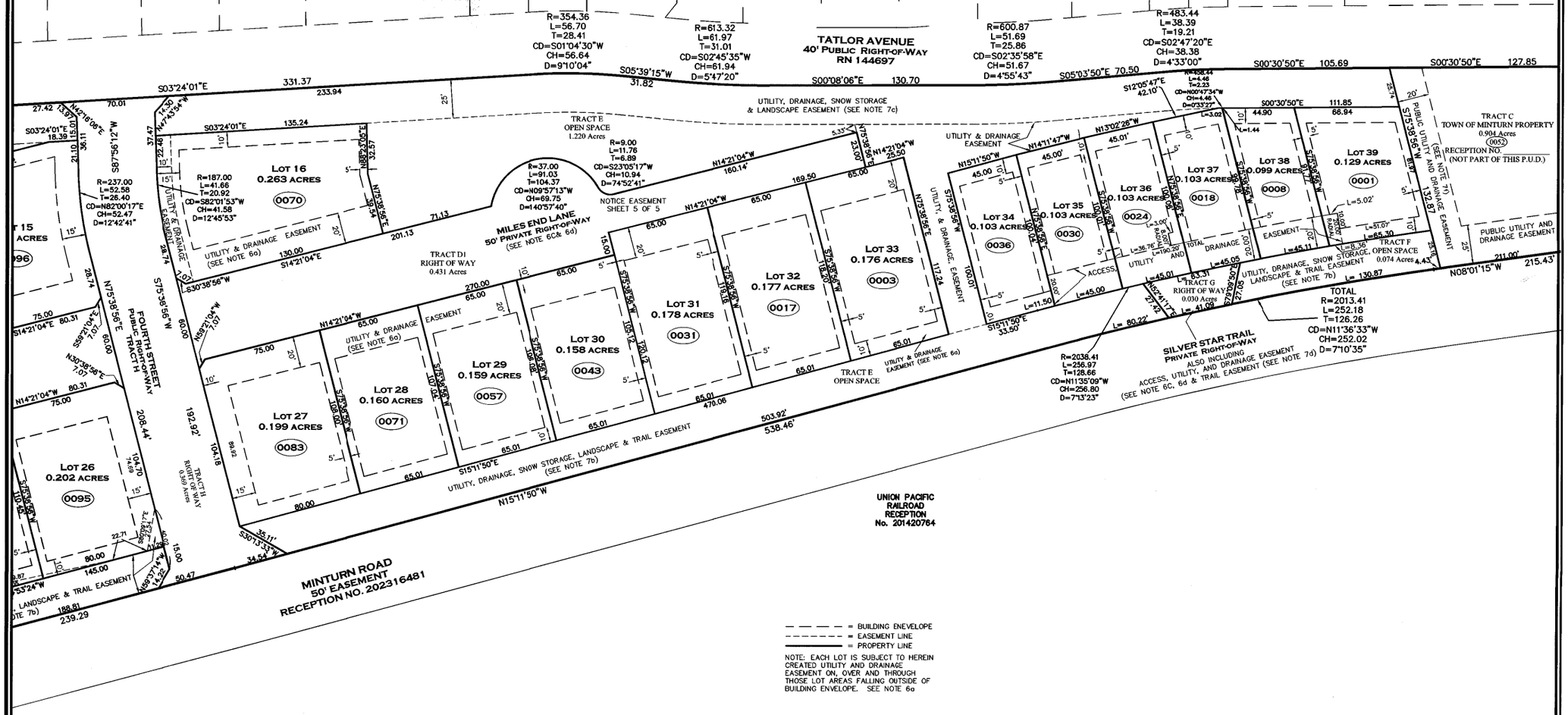
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 3 OF 5		DATE: 08-13-2023

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
12-26-2024

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

30 0 15 30 60 120

1 INCH = 30 FEET

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.

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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 4 OF 5		DATE: 08-13-2023

KEYMAP

INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 12' BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5. W 12' CHECK DAMS WHERE SHOWN, SEE DETAIL SHT. DT.R4

(OC-48) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 12' BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5. W 12' CHECK DAMS WHERE SHOWN, SEE DETAIL SHT. DT.R4

CONSTRUCT FIFTY FOUR (54) 20'x9' PARKING SPACES. REMOVE TOPSOIL, SLOPE AT 4% FROM EDGE OF EXISTING ASPHALT, 6" GRAVEL DEPTH, OR 6" ASPHALT MILLING DEPTH (ALTERNATE)

(OC-25) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 36" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5. W 12' CHECK DAMS EVERY 50 FT, SEE DETAIL SHT. DT.R4

LOCATE 3' x 3' MIN. SITE BOULDERS TO BE SPACED AT REAR OF PARKING STALL FOR AUTO SAFETY. BOULDERS TO BE PLACED 18" UNDERGROUND WITH 18" ABOVE GROUND.

WHERE CROSSING DRAINAGE CHANNEL INSTALL RIPRAP ON BOTTOM AND SIDE SLOPES OF CHANNEL. SEE RIPRAP DETAIL SHEET DT-R1.

SHAPE CURB TO ACCEPT DRAINAGE CHANNEL FROM ABOVE

6% TO BUILDING SETBACK

LOCATION OF GRAVEL FOOT PATH TO BE LOCATED IN THE FIELD, SEE SECTION ON DT.R1

TRANSITION TO 12 FT. WIDE DRIVEWAY TO LOT

INSTALL TEMPORARY EROSION CONTROL FABRIC PER SHEET E.5 ON THE 2:1 SLOPE IN FRONT OF LOTS 1-7. PERMANENT SLOPE PROTECTION AND/OR REGRADING TO BE INCLUDED ON THE BUILDING PERMIT PLANS

MATCH TO SHEET C.6

BUILDING SETBACK, TYP.

6% TO BUILDING SETBACK

INCREASED BERM HEIGHT TO 7 FEET ABOVE THE INUNDATION CHANNEL GRADE

GAME CREEK 100 YEAR FLOOD PLAIN LIMITS PER WRIGHT WATER ENGINEERING, INC.

GAME CREEK

MILES END LANE

EARTHWORK FILL MATERIAL PLACED BETWEEN MILES END ROAD AND THE BUILDING SETBACK SHALL BE MOISTURE CONTROLLED AND COMPACTED TO 95% STANDARD PROCTOR, TYP.

DEFLECTION BERM:
HEIGHT=2.5' MIN., TYP. (SEE EXCEPTIONS)
TOP WIDTH=5.0' MIN.
SIDE SLOPES= 2.5:1 MAX.
THE PURPOSE OF THIS DEFLECTION BERM IS TO DEFLECT THE 100-YEAR MUD FLOW EVENT AS ANALYZED BY WRIGHT WATER ENGINEERS [FIGURE 2, MINTURN NORTH PUD, MUD AND DEBRIS FLOW ANALYSIS, JOB NO. 191-092.050, DATED NOVEMBER 2023]. THE BERM AS SHOWN HAS BEEN RAISED ABOVE THAT OF THE WRIGHT WATER ENGINEERS ANALYSIS FROM THAT DATE.

MATCH TO SHEET C.6

Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLORADO LICENSED
BRUCE D'LEMEN
5/1/24
19082
PROFESSIONAL ENGINEER

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 20' 40'
Scale: 1" = 20'

811
Know what's **below.**
Call before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.

Overall Grading and Drainage Plan
Construction Plan Set 5/1/24

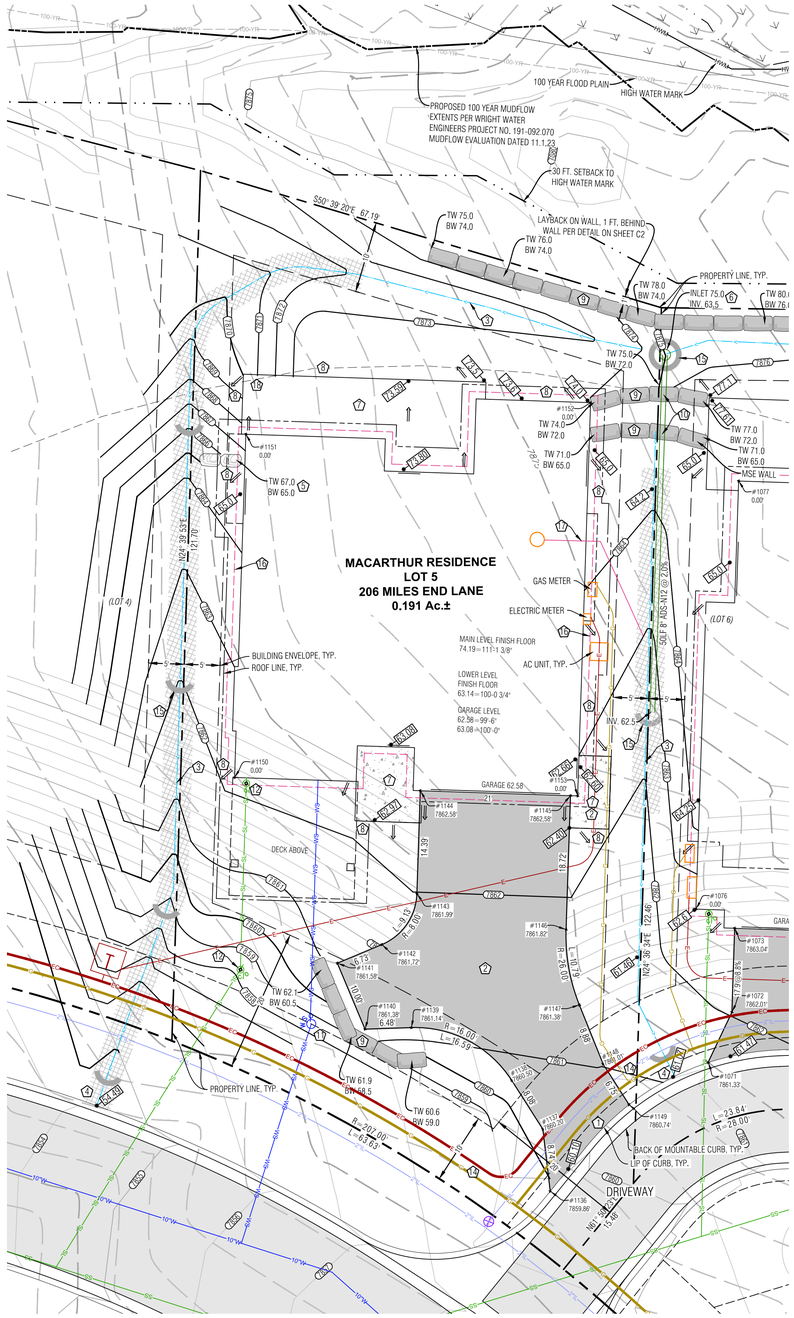
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

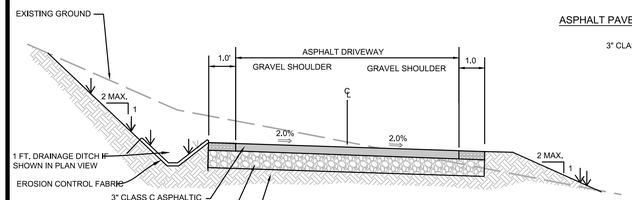
PROJECT NO.
22036
Designer:
PAH
Drafter:
BUI
Date:
12/25/22

Sheet
C.7

File Name: **22036 c-grading.dwg**

N:\PROJECTS\2022\22036-Minturn North\dwg\22036 C-Grading.dwg 5/15/2024 3:01 PM

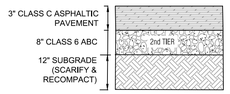

100 YEAR FLOOD PLAIN
HIGH WATER MARK
PROPOSED 100 YEAR MUDFLOW EXTENTS PER WRIGHT WATER ENGINEERS PROJECT NO. 191-092.070 MUDFLOW EVALUATION DATED 11.1.23
30 FT. SETBACK TO HIGH WATER MARK
S50° 39' 20"E 67.19'
LAYBACK ON WALL, 1 FT. BEHIND WALL PER DETAIL ON SHEET C2
TW 75.0 BW 74.0
TW 76.0 BW 74.0
TW 78.0 BW 74.0
PROPERTY LINE, TYP.
INLET 75.0 INV. 63.5
TW 75.0 BW 72.0
TW 74.0 BW 72.0
TW 77.0 BW 72.0
TW 71.0 BW 65.0
MSE WALL
TW 67.0 BW 65.0
MACARTHUR RESIDENCE
LOT 5
206 MILES END LANE
0.191 Ac.±
GAS METER
ELECTRIC METER
MAIN LEVEL FINISH FLOOR 74.19=111-1 3/8"
LOWER LEVEL FINISH FLOOR 63.14=100-0 3/4"
GARAGE LEVEL 62.56=99-6" 63.08=100'-0"
AC UNIT, TYP.
BUILDING ENVELOPE, TYP.
ROOF LINE, TYP.
(LOT 4)
(LOT 6)
INV. 62.5
GARAGE 62.58
DECK ABOVE
TW 62.1 BW 60.5
TW 61.9 BW 58.5
TW 60.6 BW 59.0
PROPERTY LINE, TYP.
BACK OF MOUNTABLE CURB, TYP.
LIP OF CURB, TYP.
DRIVEWAY
GARA
#1150 0.00'
#1151 0.00'
#1152 0.00'
#1153 0.00'
#1144 7862.58'
#1145 7862.59'
#1143 7861.99'
#1146 7861.82'
#1142 7861.72'
#1141 7861.58'
#1140 7861.38'
#1139 7861.14'
#1147 7861.38'
#1148 7860.74'
#1149 7860.74'
#1136 7859.86'
#1076 0.00'
#1073 7863.04'
#1072 7862.01'
#1071 7861.33'
#1077 0.00'
R=202.00' L=67.63'
R=28.00' L=29.84'
S24° 39' 34"E 122.46'
N24° 39' 34"W 122.46'
S50° 8' 40"E 27.82'
N50° 8' 40"W 27.82'
14.39'
16.35'
16.07'
10.00'
6.48'
10.08'
10.00'
10.00'
10.00



PROPOSED DRIVEWAY TYP. SECTION

N.T.S. TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER

ASPHALT PAVEMENT SECTION

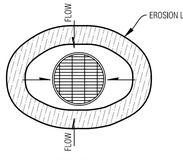


PAVEMENT SECTION

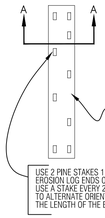
NOTE:
1. ALL AGGREGATE & SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR AT A MOISTURE CONTENT WITHIN 2% OF OPTIMUM.
2. IN NEW PAVING LOCATIONS STRIP ALL TOPSOIL, SCARIFY AND RECOMPACT SUBGRADE A MINIMUM OF 12" DEPTH TO 95% STANDARD PROCTOR.
3. EXTEND THE SECOND TIER (12" CLASS 2 ROAD BASE, OR 8" CLASS 6 ROAD BASE) 1 FT. BEYOND EDGE OF PAVEMENT OR GRAVEL SURFACE, BOTH SIDES.

DRIVEWAY & AUTOCOURT SECTION

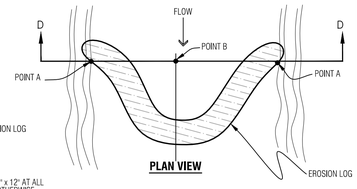
N.T.S. CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.



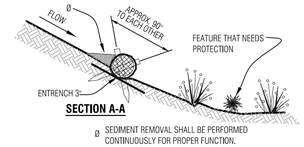
AREA DRAIN



PLAN VIEW

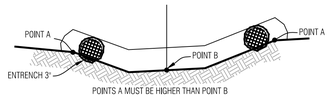


PLAN VIEW



SECTION A-A

Ø SEDIMENT REMOVAL SHALL BE PERFORMED CONTINUOUSLY FOR PROPER FUNCTION.

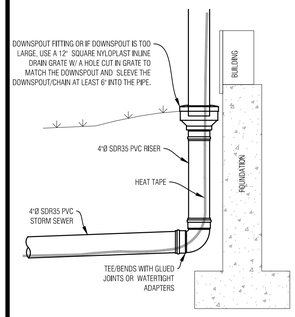


SECTION D-D

Temporary Erosion Control Log

N.T.S.

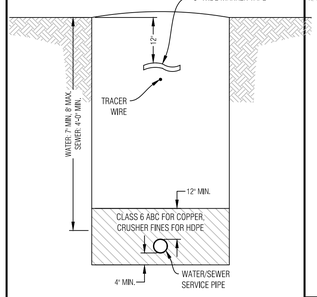
NOTES:
1. ROOF AND AREA DRAINS SHALL NOT BE CONNECTED TO THE FOUNDATION DRAIN SYSTEM.
2. ALL DOWNSPOUTS SHALL BE CONNECTED TO ADS N-12-WT CPP (WATERTIGHT), SCH.40 PVC OR SDR35 PVC. FLEXIBLE CORRUGATED PLASTIC IS NOT ACCEPTABLE.
3. ADDITIONAL FITTINGS AND BENDS MAY BE REQUIRED TO DEFLECT OVER OR AROUND LANDSCAPE WALLS.
4. HEAT TAPE SHALL BE INSTALLED IN ALL DOWNSPOUTS/STORM SEWER PIPES.



TYP. DOWNSPOUT CONNECTION

N.T.S.

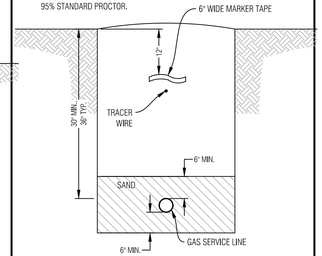
NOTES:
1. WATER SHALL BE INSTALLED WITH AT LEAST 10' OF SEPARATION BETWEEN WATER/SEWER AND 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



WATER/SEWER SERVICE TRENCH

N.T.S.

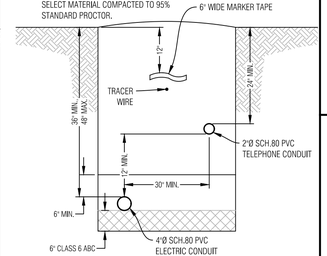
NOTES:
1. GAS SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



GAS SERVICE TRENCH

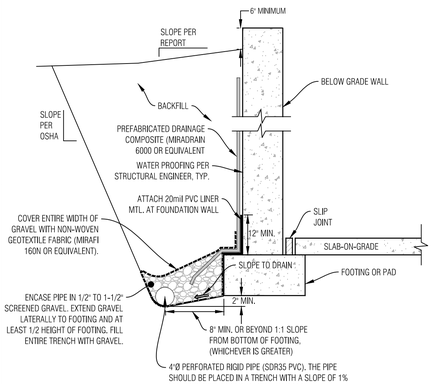
N.T.S.

NOTES:
1. ELECTRIC & TELEPHONE SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



ELECTRIC & COMM. SERVICE TRENCH

N.T.S.



NOTES:
1. THE BOTTOM OF THE DRAIN SHOULD BE AT LEAST 2 INCHES BELOW BOTTOM OF FOOTING AT THE HIGHEST POINT AND SLOPE DOWNWARD TO A POSITIVE GRAVITY OUTLET OR TO A SUMP WHERE WATER CAN BE REMOVED BY PUMPING.
2. CONTRACTOR TO FOLLOW ANY ADDITIONAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER

TYPICAL FOUNDATION DRAIN

N.T.S.

CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

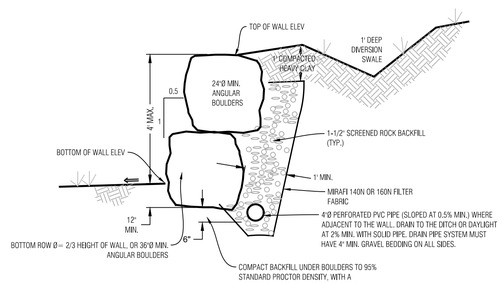
GENERAL NOTES:

1. ALL CONSTRUCTION SHALL MEET OR EXCEED THE CURRENT CONSTRUCTION AND DESIGN STANDARDS ESTABLISHED BY THE DESIGN GUIDELINES AND TOWN OF MINTURN AND BE SUBJECT TO OBSERVATION BY THE TOWN AND THE PROJECT ENGINEER. IN THE EVENT OF CONFLICT PUD GUIDELINES SUPERCEDE TOWN.
2. THIS DESIGN WAS PREPARED WITHOUT THE BENEFIT OF A SUBSURFACE UTILITY ENGINEERING (SUE) STUDY OR MAP. THIS DESIGN HAS BEEN PREPARED FOR A PRIVATE DEVELOPMENT USING EXISTING UTILITY INFORMATION PROVIDED BY OTHERS. EXISTING UTILITIES ARE SHOWN AS THEY ARE BELIEVED TO EXIST, BUT MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. BOUNDARIES UNLIMITED INC. DID NOT CONFIRM ANY DATA PROVIDED OR PERFORM ANY ADDITIONAL RESEARCH OR NOTIFICATION TO ELEVATE THESE PLANS TO SENATE BILL 18-167 STANDARDS, AS SUCH, BOUNDARIES UNLIMITED INC. MAKES NO GUARANTY, EXPRESSED OR IMPLIED, FOR THE LOCATION OF SUBSURFACE UTILITIES CONTAINED WITHIN THIS PLAN SET. IF THE CLIENT AND/OR CONTRACTOR REQUIRES A SUBSURFACE UTILITY ENGINEERING STUDY OR MAP FOR FULL COMPLIANCE WITH SENATE BILL 18-167, THEN A MORE EXHAUSTIVE INVESTIGATION SHALL BE OBTAINED BY THE CLIENT AND/OR CONTRACTOR PRIOR TO COMMENCING WITH ANY CONSTRUCTION. OTHERWISE, PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER OF ANY POTENTIAL CONFLICTS PRIOR TO UTILITY CONSTRUCTION SO THAT LINE OR GRADE CHANGES CAN BE MADE TO AVOID A CONFLICT WITH ANY EXISTING UTILITY. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION AND, AT NO EXPENSE TO THE CLIENT OR PROJECT ENGINEER, REPAIR ANY DAMAGED UTILITIES.
3. ALL EXCAVATIONS FOR UTILITY LINES, RETAINING WALLS, ROADWAYS, BUILDING STRUCTURES, DRAINAGE FACILITIES AND TRENCHES, SHALL MEET THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), COLORADO INDUSTRIAL COMMISSION, OR THE COLORADO DIVISION OF MINES, WHICH EVER APPLIES. SAFETY IS THE CONTRACTOR'S RESPONSIBILITY. NO OTHER PARTIES ARE RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATING HERETO.
4. COMPACTION MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE TOWN AND THE PROJECT ENGINEER PRIOR TO ACCEPTANCE. COMPACTION SHALL MEET OR EXCEED TOWN REGULATIONS. 95% STANDARD PROCTOR DENSITY IS REQUIRED FOR ALL ROADWAY AND DRIVEWAY SUBGRADE CONSTRUCTION AND TRENCH BACKFILL UNDER THE SAME, & 90% STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS, UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER. SEE SOILS REPORT FOR STRUCTURAL FOUNDATION RECOMMENDATIONS.
5. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE STREET RIGHT OF WAY AND PROPERTY OWNED, OR EASEMENTS PROVIDED TO OWNER. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER INVOLVED. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL ENSURE DRAINAGE AWAY FROM ALL STRUCTURES IN ALL DIRECTIONS. DO NOT ALLOW WATER TO POND ON-SITE, PROVIDE SWALES TO DRAINAGE STRUCTURES AND RUNOUT. SHALLOW DRAINAGE SWALES HAVE A TENDENCY OVER TIME TO FILL IN & BECOME LESS EFFECTIVE. PERIODIC MAINTENANCE, AT LEAST TWICE A YEAR, IS NECESSARY TO CHECK THE INTEGRITY OF THE SWALE & MAINTAIN DRAINAGE CHARACTERISTICS. BUILDING FOUNDATION WALL HEIGHT TO BE A MINIMUM OF 6" ABOVE FINISH GROUND AT EXTERIOR WALL.
7. THE CONTRACTOR SHALL AT ALL TIMES KEEP TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.
8. ON-SITE OBSERVATIONS AND REVIEW CONDUCTED BY THE TOWN OR THE PROJECT ENGINEER OF CONSTRUCTION WORK IN PROGRESS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY BY THE TOWN OR THE PROJECT ENGINEER OF THE COMPLETED WORK AND THE CONTRACTOR'S RESPONSIBILITIES.
9. THE CONTRACTOR SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO SIGNIFICANTLY REDUCE ANY POTENTIAL POLLUTION CAUSED BY HIS ACTIVITIES, INCLUDING VEHICLE FUELING, STORAGE OF FERTILIZERS OR CHEMICALS, ETC. THE CONTRACTOR SHALL HAVE IDENTIFIED PROCEDURES FOR HANDLING POTENTIAL POLLUTANTS AND IDENTIFIED SPILL PREVENTION AND RESPONSE PROCEDURES PRIOR TO ANY ACTIVITIES AT THE PROJECT SITE.
10. THE CONTRACTOR SHALL NOT SCALE DRAWINGS FOR CONSTRUCTION PURPOSES. ANY MISSING DIMENSIONS OR DISCREPANCIES IN PLANS, FIELD STAKING, OR PHYSICAL FEATURES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER. IF THE CONTRACTOR PROCEEDS WITH THE WORK WITHOUT NOTIFYING THE ENGINEER, HE DOES SO AT HIS OWN RISK.
11. DISPOSAL OF TRASH, ASPHALT, CONCRETE AND CONSTRUCTION DEBRIS IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE CONSIDERED PART OF THE WORK.
12. HORIZONTAL & VERTICAL INFORMATION FOR EXISTING PROPERTY LINES, TOPOGRAPHY, ROADWAY, UTILITIES & DRAINAGE STRUCTURES WERE TAKEN FROM THE DESIGN DRAWINGS FOR THE MINTURN NORTH PUD, ALSO SEE LANDSCAPE, ARCHITECTURAL AND STRUCTURAL ENGINEERING PLANS FOR ADDITIONAL BUILDING AND LANDSCAPE INFORMATION.
13. IN NON HARDSCAPE AREAS, GRADE AT A MINIMUM OF 12" IN THE FIRST 5 FEET AWAY FROM THE STRUCTURE, OR AS DIRECTED BY THE GEOTECHNICAL STUDY. EXTERIOR BACKFILL SHOULD BE ADJUSTED TO NEAR OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN PAVEMENT AREAS AND TO AT LEAST 90% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. SEE & FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL SUBSOIL STUDY BY KUMAR & ASSOCIATES, INC. DATED _____, JOB NO. _____.
14. ALL PRODUCT INFORMATION SHOWN IS AS PROVIDED BY THE MANUFACTURER. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE INSTALLATION OF ALL MATERIALS WITH SPECIAL ATTENTION TO PROPER SEALING OF MATING SURFACES. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE DELIVERED PRODUCTS AND THOSE SHOWN ON THIS PLAN.
15. FOUNDATION AND RETAINING WALL DESIGNS TO BE OBTAINED FROM, OR VERIFIED BY THE PROJECT STRUCTURAL OR GEOTECHNICAL ENGINEER.
16. THE FOUNDATION DRAIN SYSTEM SHALL BE INSTALLED PER THE RECOMMENDATION OF THE STRUCTURAL AND GEOTECHNICAL ENGINEERS.
17. THE SURVEYOR RESPONSIBLE FOR STAKING THE FOUNDATION OF THE HOUSE IS RESPONSIBLE TO MAKE SURE HE HAS THE LATEST SITE, FOUNDATION & ARCHITECTURAL PLANS AVAILABLE, ALONG WITH ANY UPDATED LOTLINE, SETBACK & EASEMENT INFORMATION.
18. INSTALL ROOF GUTTERS AND DOWNSPOUTS THAT DISCHARGE WELL BEYOND THE LIMITS OF ALL BACKFILL. CONFIRM DOWNSPOUT DRAINAGE HAS GOOD POSITIVE GRADE RUNNING AWAY FROM THE HOUSE. STORM DRAIN PIPES TO BE INSTALLED WITH 1% MINIMUM SLOPE TO THE OUTFALL POINTS. HEAT TAPE SHALL BE INSTALLED IN ALL EXTERIOR ROOF GUTTERS, DRAIN PIPES, DOWNSPOUTS, AREA DRAINS, TRENCH DRAINS, STORM DRAIN PIPES AND GRATED STRUCTURES.
19. LANDSCAPING WHICH REQUIRES REGULAR HEAVY IRRIGATION SUCH AS SOD, AND LAWN SPRINKLER HEADS SHOULD BE LOCATED AT LEAST 10 FEET FROM FOUNDATION WALLS.
20. ACCUMULATED SNOWFALL SHALL BE REMOVED TO GRASS AREA TO ENSURE THAT PROPER DRAINAGE AWAY FROM THE BUILDING IS MAINTAINED.
21. FINISH GRADE & SPOT ELEVATIONS AT THE EXTERIOR OF THE STRUCTURE ASSUME THAT THE FOUNDATION WALLS EXTEND ABOVE THE BUILDING FINISH FLOOR & HANGER FLOOR JOISTS ARE USED. EXTERIOR GRADE TO BE A MINIMUM OF 6" BELOW TOP OF FOUNDATION WALL. THE FOUNDATION WALL HEIGHT MAY NEED TO BE EXTENDED IN ORDER TO ACHIEVE POSITIVE DRAINAGE AWAY FROM THE STRUCTURE.
22. INSTALL DEEP & SHALLOW UTILITY SERVICES ACCORDING TO RESPECTIVE UTILITY COMPANY OR METRO DISTRICT SPECIFICATIONS AND REGULATIONS. HORIZONTAL LOCATIONS OF SERVICE LINES ARE SUGGESTIONS ONLY, PROPOSED UTILITY SERVICES TO THE RESIDENCE MAY BE VARIED FROM THE LOCATIONS SHOWN. ALL WATER AND SEWER SERVICES SHALL BE INSTALLED PER METRO DISTRICT REGULATIONS.
23. DRAINAGE PIPES CALLED OUT AS ADS SHALL BE ADVANCED DRAINAGE SYSTEMS N-12 WATER RESISTANT PIPE (ADS N-12-WT) OR ENGINEER APPROVED EQUAL. ALL PIPES SHALL BE INSTALLED WITH WATERTIGHT CONNECTIONS.
24. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITTING FOR CONSTRUCTION FROM THE APPROPRIATE GOVERNMENTAL ENTITIES.
25. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.

GENERAL NOTES

N.T.S.

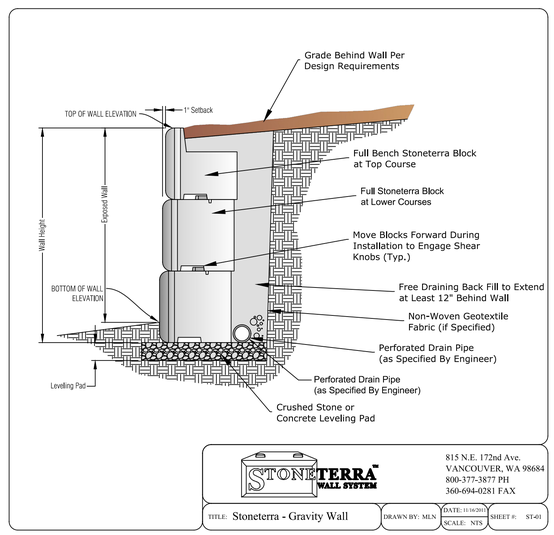
NOTES:
1. THIS DETAIL IS FOR RETAINING LANDSCAPED AREAS ONLY AND SHALL NOT BE USED TO RETAIN STRUCTURE OR VEHICLE LOADED AREAS.
2. FREE DRAINING WALL BACKFILL SHOULD BE CAPPED WITH AT LEAST 12 INCHES OF COMPACTED HEAVY CLAYS TO REDUCE SURFACE WATER INFILTRATION
3. ROUND RIVER BOULDERS ARE NOT ACCEPTABLE.
4. SET BASE ROWS ON BENCHES WHERE THE TOPSOIL HAS BEEN REMOVED AND THE SUBBASE HAS BEEN SCARIFIED TO 9" MINIMUM DEPTH & RECOMPACTED TO 95% STANDARD PROCTOR.
5. CARE SHOULD BE TAKEN NOT TO OVER COMPACT THE BACKFILL OR USE LARGE EQUIPMENT NEAR THE WALL.
6. SELECT AND PLACE BOULDERS IN A MANNER WHICH PERMITS AT LEAST 30% CONTACT AREA WITH ADJACENT BOULDERS.
7. PLACE LARGER BOULDERS AT BOTTOM AND TRANSITION TO SMALLER BOULDERS AT TOP OF WALL. UNDER NO CIRCUMSTANCES SHOULD ANY BOULDER BE PLACED ON TOP OF ANOTHER BOULDER WHICH IS SMALLER THAN ITSELF.

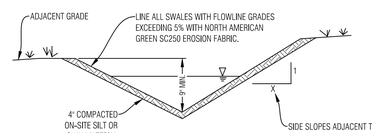


BOULDER WALL DETAIL, LANDSCAPED AREA

N.T.S. TO BE VERIFIED BY PROJECT SOILS ENGINEER

REFER & COORDINATE WITH THE GEOTECHNICAL REPORT OF XXX, 2014 JOB NO. XXX BY XXX



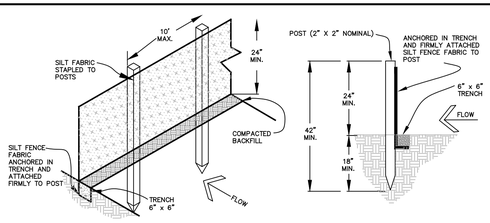


INSTALL EROSION CONTROL FABRIC PER MANUFACTURERS RECOMMENDATIONS

TYPICAL SWALE SECTION

N.T.S. SHAPE DITCH ACCORDING TO SITE PLAN

NOTE
SEE THE GRADING, DRAINAGE AND EROSION CONTROL SHEET FOR SWALE LOCATIONS



EROSION CONTROL NOTES:

1. IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL MEASURES SHALL PRECEDE STRIPPING OF NATIVE VEGETATIVE COVER AND AS GRADING PROGRESSES.
2. ALL TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. STRAW BALE DIKES OR SILT FENCING MAY REQUIRE PERIODIC REPLACEMENT. SEDIMENT TRAPS WILL REQUIRE PERIODIC SEDIMENT REMOVAL.
3. INSTALL PERMANENT EROSION FABRIC IN THE FLOW LINES OF DRAINAGE SWALES.

SEDIMENT CONTROL FENCE DETAIL

N.T.S.

Boundaries Unlimited Inc.
Civil Engineering Surveying & Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR Review CONSTRUCTION

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811 Know what's below. Call before you dig.

TOWN OF MINTURN, COLORADO
Lot 5, Minturn North P.U.D.
Details and Notes
DRB Rebmittal 6/26/24

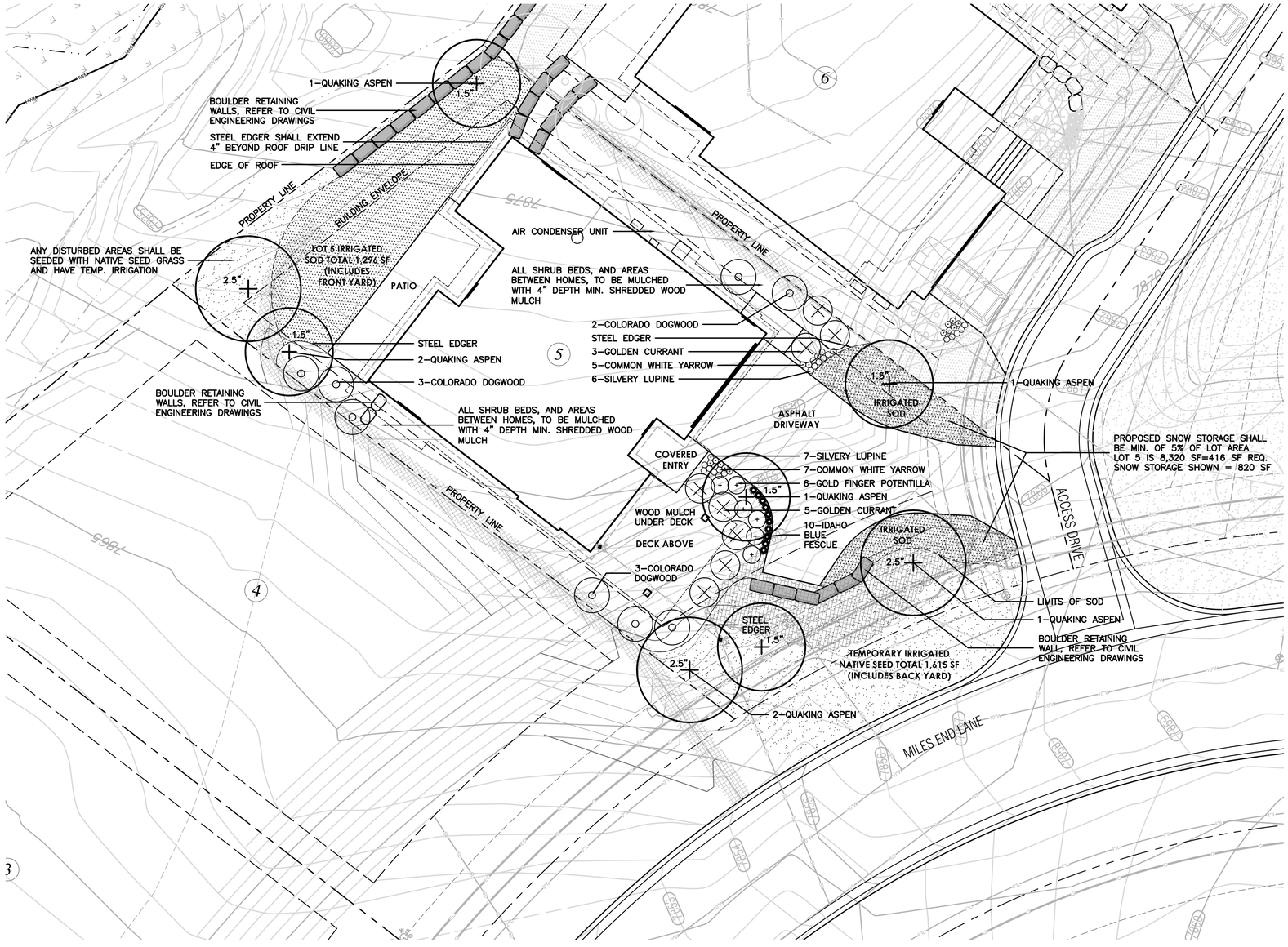
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO. **23035**
Designer: **PAH**
Drafter: **BUI**
Date: **5/10/24**

Sheet **C2**

File Name: ***lot 5 sp-01.dwg***

N:\PROJECTS\2023\23035-Minturn North Individual Lots\dwg\Lot 5 MacArthur\Lot 5 SP-01.dwg 6/22/2024 5:03 PM



0 5 10 20
SCALE: 1"=10'–0"

LEGEND

- IRRIGATED SOD, REFER TO L2 FOR DETAILS
- NATIVE SEED MIX WITH TEMPORARY IRRIGATION, REFER TO L2 FOR DETAILS
- PROPOSED BOULDER RETAINING WALL, REFER TO CIVIL ENGINEERING FOR DETAILS
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS SHRUBS
- PROPOSED ORNAMENTAL GRASSES
- PROPOSED FLOWERING PERENNIALS
- SNOW STORAGE AREA

811 Know what's below. Call before you dig.

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.
LOT 5 - LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
PROPOSED LANDSCAPE PLAN

SCALE: 1"=10'-0"

SHEET NUMBER:
L1

General Notes and Specifications:

1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and Town of Minturn standards.
4. See Civil Engineering sheets for final grading and drainage.
5. Snow Storage area shall be a min. of 25% of all driveway and parking areas.

Revegetation Notes:

1. Seed shall be broadcast and raked to ¼" depth.
2. Apply Biodegradable Green Dyed-Wood Celluose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
3. Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ⅓ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:

Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop–Up Spray Irrigation For Bluegrass Sod	1,296 SF
	Permanent micro–spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	8 TREES x 4.5 SF = 36 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,453 SF
	Temporary Spray Irrigation For Native Seed	1,615 SF

IRRIGATION NOTES:

1. DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED SOD, NATIVE SEED GRASS, AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MICRO–SPRAY HEADS OR DRIP IRRIGATION, DEPENDING ON PLANT MATERIAL, IN PERENNIAL AND GROUNDCOVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE, AND POP–UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
2. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.

ALL DISTURBED AREAS SHALL BE SEEDED WITH: 'DRY NATIVE MOUNTAIN' SEED MIX

THIS SEED MIX HAS BEEN CHOSEN FOR THE SPECIFIC PROJECT LOCATION AND ELEVATION. LANDSCAPE INSTALLER SHALL NOT DEVIATE FROM THIS REVEGETATION SEED MIX WITHOUT WRITTEN APPROVAL FROM THE RESORT CONCEPTS SITE MANAGER.

COMMON NAME	SEEDING RATE % MIX	BULK LBS PER ACRE
SANDBERG BLUE	10%	5.00
MOUNTAIN BROME	20%	10.00
SLENDER WHEATGRASS	15%	7.50
BLUEBUNCH WHEATGRASS	10%	5.00
ROCKY MOUNTAIN FESCUE	10%	5.00
THICKSPIKE WHEATGRASS	15%	7.50
BOTTLEBRUSH SQUIRRELTAIL	2.5%	1.25
STREAMBANK WHEATGRASS	15%	7.50
PRAIRIE JUNEGRASS	2.5%	1.25
TOTAL LBS./ACRE	100%	50

NOTES:

PERCENTAGES OF MIXES VARY YEAR–TO–YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY, CO 80632.
PHONE: 1–800–782–5947
WEBSITE: PAWNEEBUTTESSEED.COM

PROPOSED PLANT MATERIALS LIST

Note: All plant material has been chosen from the CSU Extension Office recommended plant lists. These lists have been cross referenced to find suitable plants for the elevation of Minturn (10,000 ft and above), and also to maximize use of plants native to the area, low-water use plants, and plants that enhance habitat and food sources for insects, butterflies, birds and other animals. The cross referenced lists are the following:

- CSU Extension, Fire Wise Plant Materials - 6.305
- CSU Extension, Trees and Shrubs for Mountain Areas - Fact Sheet No. 7.423
- CSU Extension, Low-Water Native Plants for Colorado Gardens, Mountains 7,500' and Above - CO Native Plant Society
- CSU Extension, Native Trees for Colorado Landscapes - Fact Sheet No. 7.421
- CSU Extension, Native Shrubs for Colorado Landscapes - Fact Sheet No. 7.422

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
	DECIDUOUS TREES			
5	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
3	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
	ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)			
10	Idaho Fescue Grass, Festuca idahoensis 'Siskiyou Blue'	1 & 2	1 gal.	Container Full
	PERENNIAL FLOWERS (planted @ 12" O.C. spacing)			
12	Common White Yarrow Achillea millefolium	1 & 2	Flats of 15 or 32	
13	Silvery Lupine Lupinus argenteus	1 & 2	Flats of 15	
	DECIDUOUS SHRUBS			
8	Colorado Dogwood Cornus sericea coloradense	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
8	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
6	Goldfinger Potentilla Potentilla fruticosa 'Goldfinger' or 'Gold Drop'	1 & 2	5 gal.	Container, 5 canes minimum 12"–18" ht.

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

Know what's below. Call before you dig.

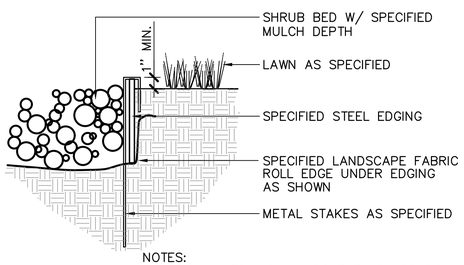
MINTURN NORTH P.U.D.
LOT 5 - LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: May 31, 2024
REVISIONS:

DRB SUBMITTAL

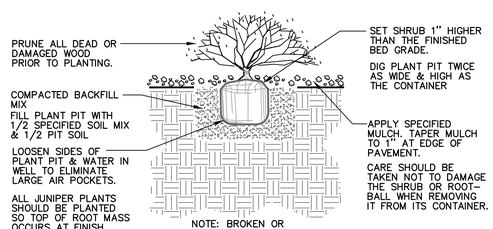
SHEET TITLE:
LANDSCAPE NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER: L2

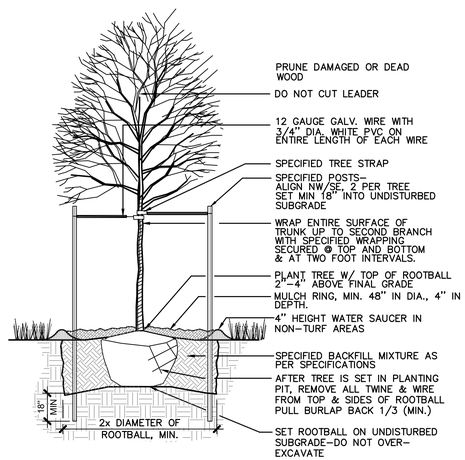


NOTES:
1) SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
2) EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
3) ALL JOINTS TO BE SECURELY STAKED.
4) CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

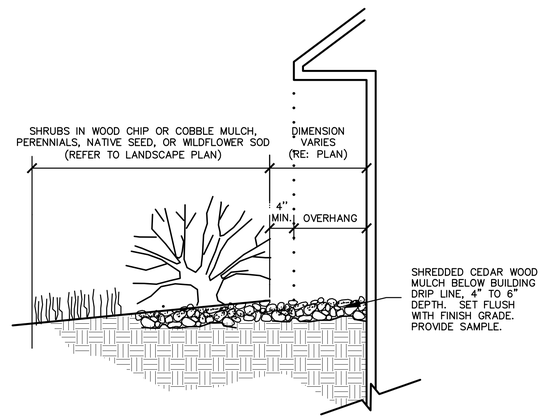
1 / L2 STEEL EDGER — NOT TO SCALE



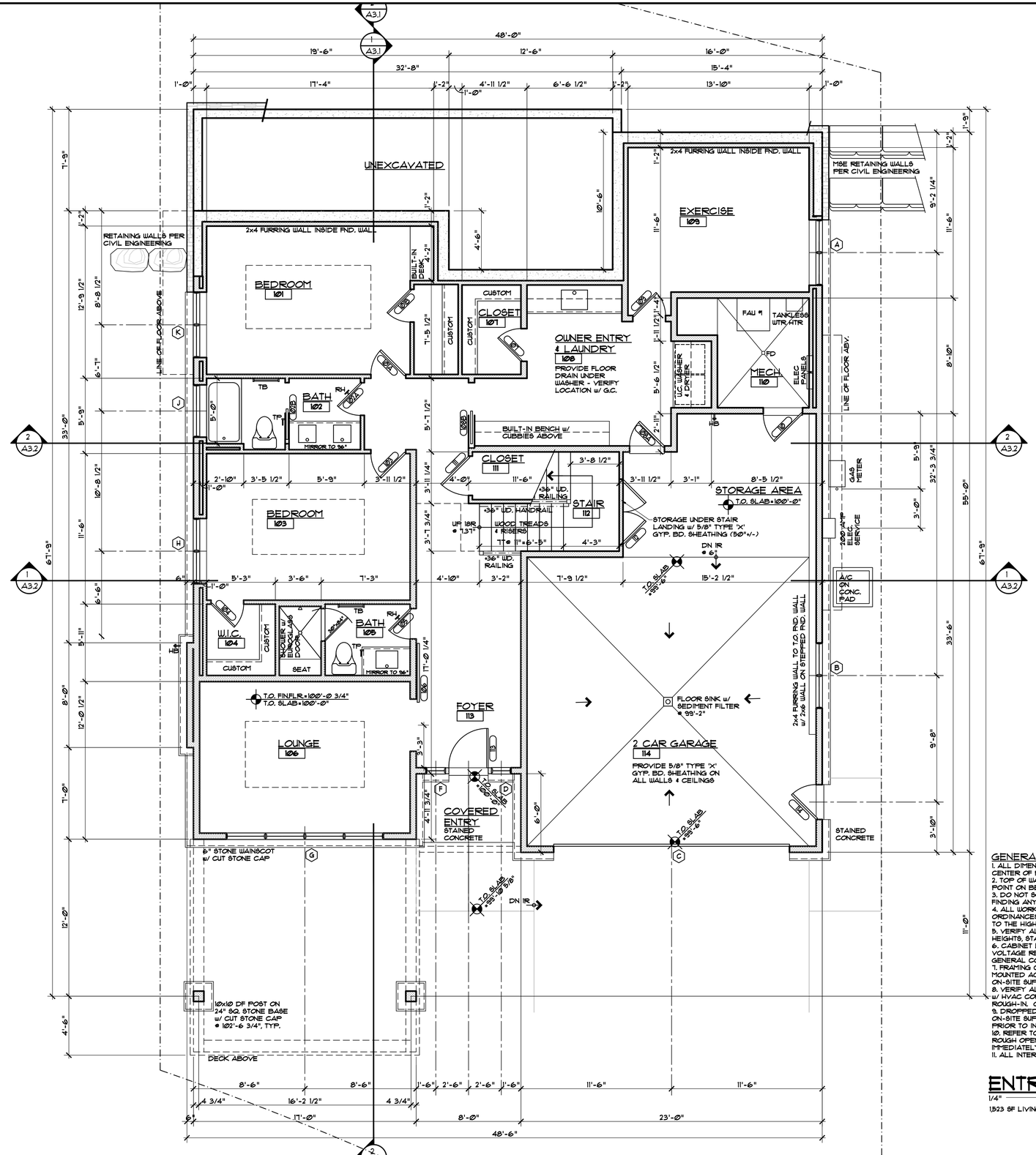
2 / L2 SHRUB PLANTING — NOT TO SCALE



3 / L2 DECIDUOUS TREE PLANTING — NOT TO SCALE



4 / L2 MULCH ARMORED DRIP LINE — NOT TO SCALE



GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY).
6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL/LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
7. FRAMING CONTRACTOR TO PROVIDE BLOCKING FOR ALL SURFACE MOUNTED ACCESSORIES AND SHALL COORDINATE PLACEMENT WITH ON-SITE SUPERVISOR PRIOR TO INSTALLATION.
8. VERIFY ALL VENTING, DUCTWORK, SUPPLY AND RETURN AIR LOCATIONS W/ HVAC CONTRACTOR PRIOR TO COMPLETION OF FRAMING & ELECTRICAL ROUGH-IN. GENERAL CONTRACTOR TO APPROVE ALL LOCATIONS.
9. DROPPED CEILING AND SOFFIT LOCATIONS SHALL BE APPROVED BY ON-SITE SUPERVISOR AND COORDINATED W/ M.E.P. SUB-CONTRACTORS PRIOR TO INSTALLATION.
10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD, U.N.O.

ENTRY LEVEL PLAN

1/4" = 1'-0"

1,523 SF LIVING, 79 SF MECH, 665 SF GARAGE

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CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

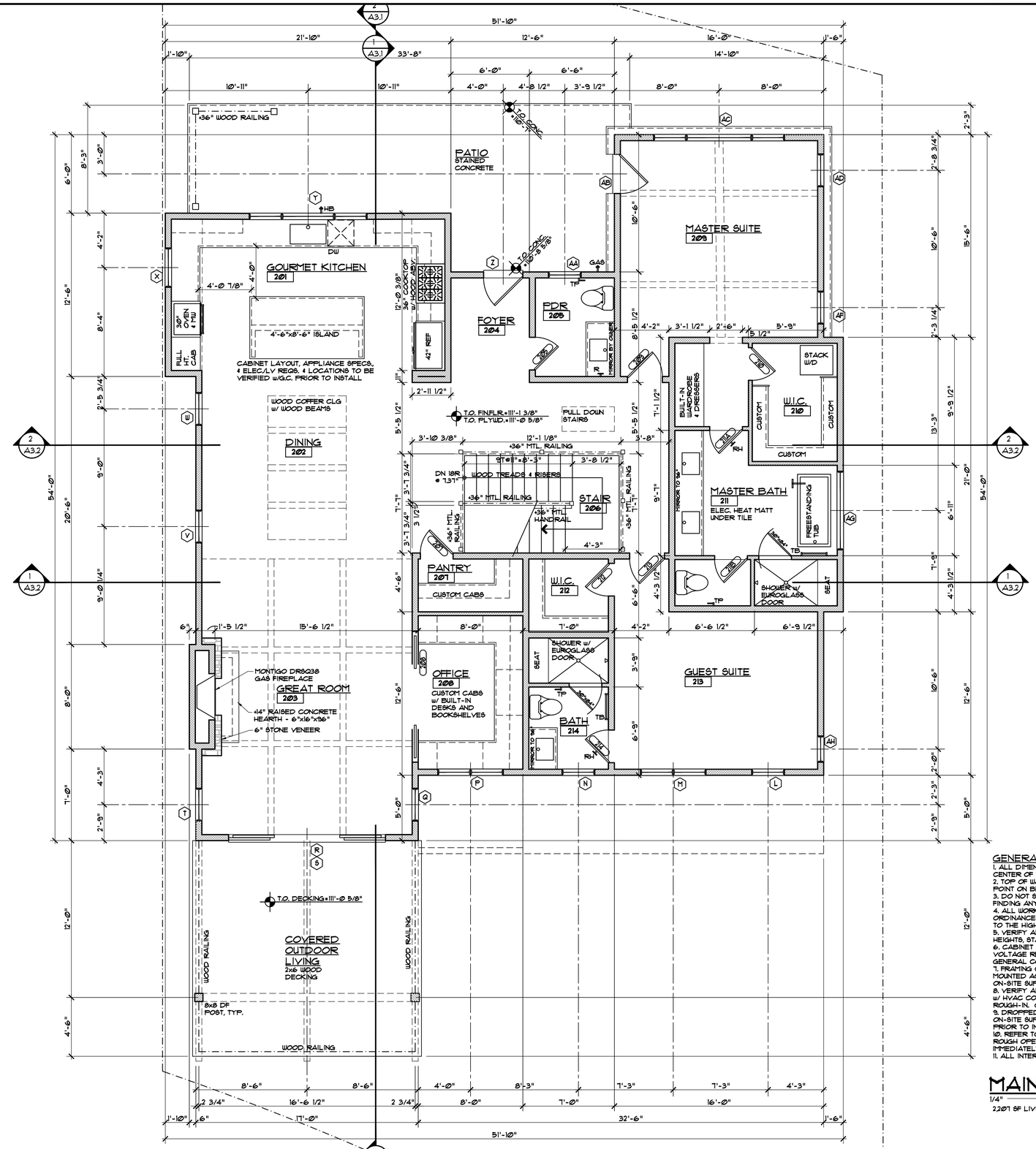
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

MACARTHUR
LOT 05
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22-L05

ISSUED #	DATE	BY	COMMENTS	DUE
1	5-28-24			DRB SUBMITTAL SET

A1.1



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MAIN LEVEL PLAN

1/4" = 1'-0"

2207 SF LIVING

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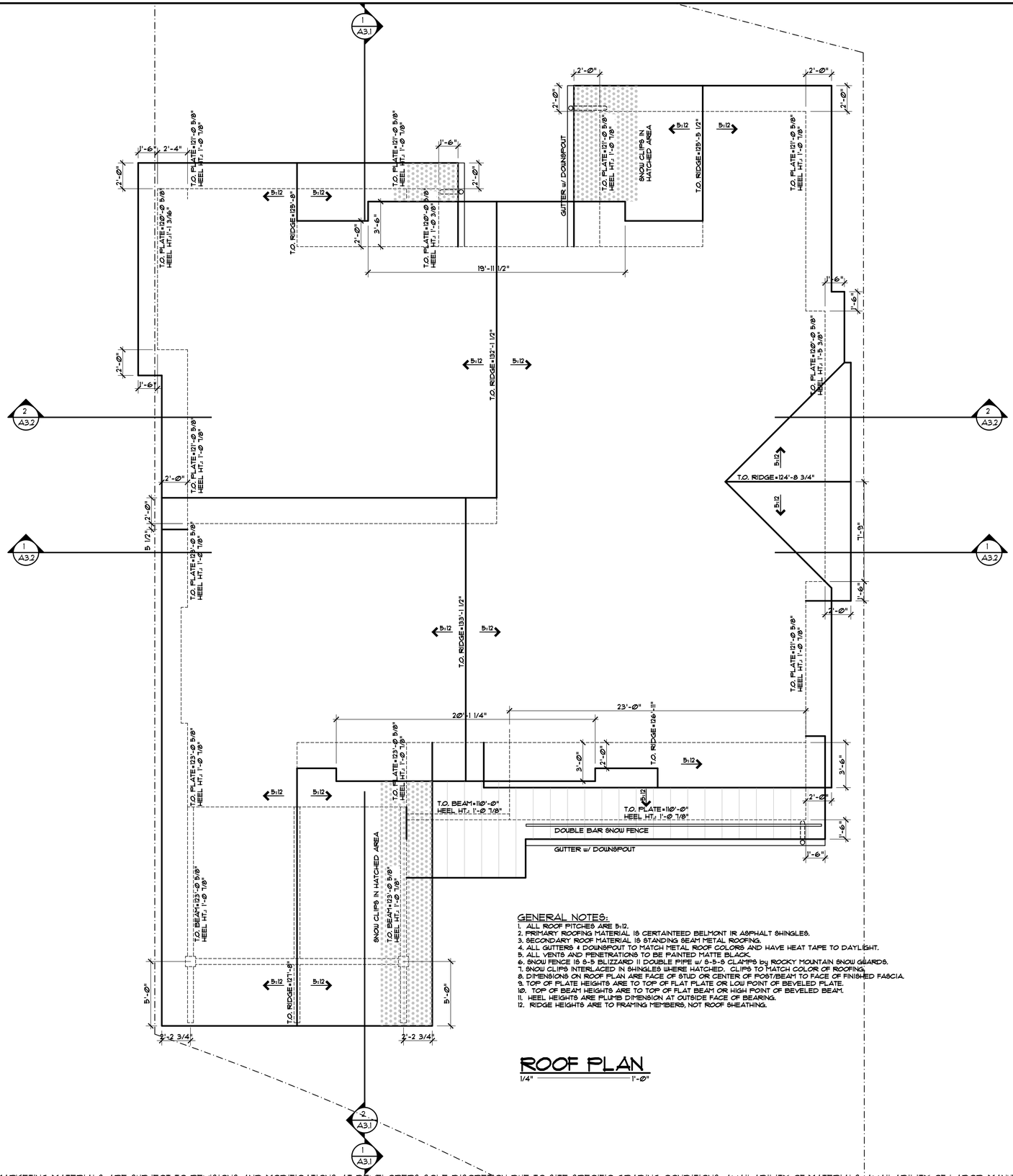
A1.2



ROOF PLAN

1/4" = 1'-Ø"

GENERAL NOTES:

1. ALL ROOF PITCHES ARE 5:12.
2. PRIMARY ROOFING MATERIAL IS CERTAINTEED BELMONT IR ASPHALT SHINGLES.
3. SECONDARY ROOF MATERIAL IS STANDING SEAM METAL ROOFING.
4. ALL GUTTERS & DOWNSPOUT TO MATCH METAL ROOF COLORS AND HAVE HEAT TAPE TO DAYLIGHT.
5. ALL VENTS AND PENETRATIONS TO BE PAINTED MATTE BLACK.
6. SNOW FENCE IS S-5 BLIZZARD II DOUBLE PIPE W/ S-5-S CLAMPS by ROCKY MOUNTAIN SNOW GUARDS.
7. SNOW CLIPS INTERLACED IN SHINGLES WHERE HATCHED. CLIPS TO MATCH COLOR OF ROOFING.
8. DIMENSIONS ON ROOF PLAN ARE FACE OF STUD OR CENTER OF POST/BEAM TO FACE OF FINISHED FASCIA.
9. TOP OF FLATE HEIGHTS ARE TO TOP OF FLAT FLATE OR LOW POINT OF BEVELED FLATE.
10. TOP OF BEAM HEIGHTS ARE TO TOP OF FLAT BEAM OR HIGH POINT OF BEVELED BEAM.
11. HEEL HEIGHTS ARE PLUMB DIMENSION AT OUTSIDE FACE OF BEARING.
12. RIDGE HEIGHTS ARE TO FRAMING MEMBERS, NOT ROOF SHEATHING.

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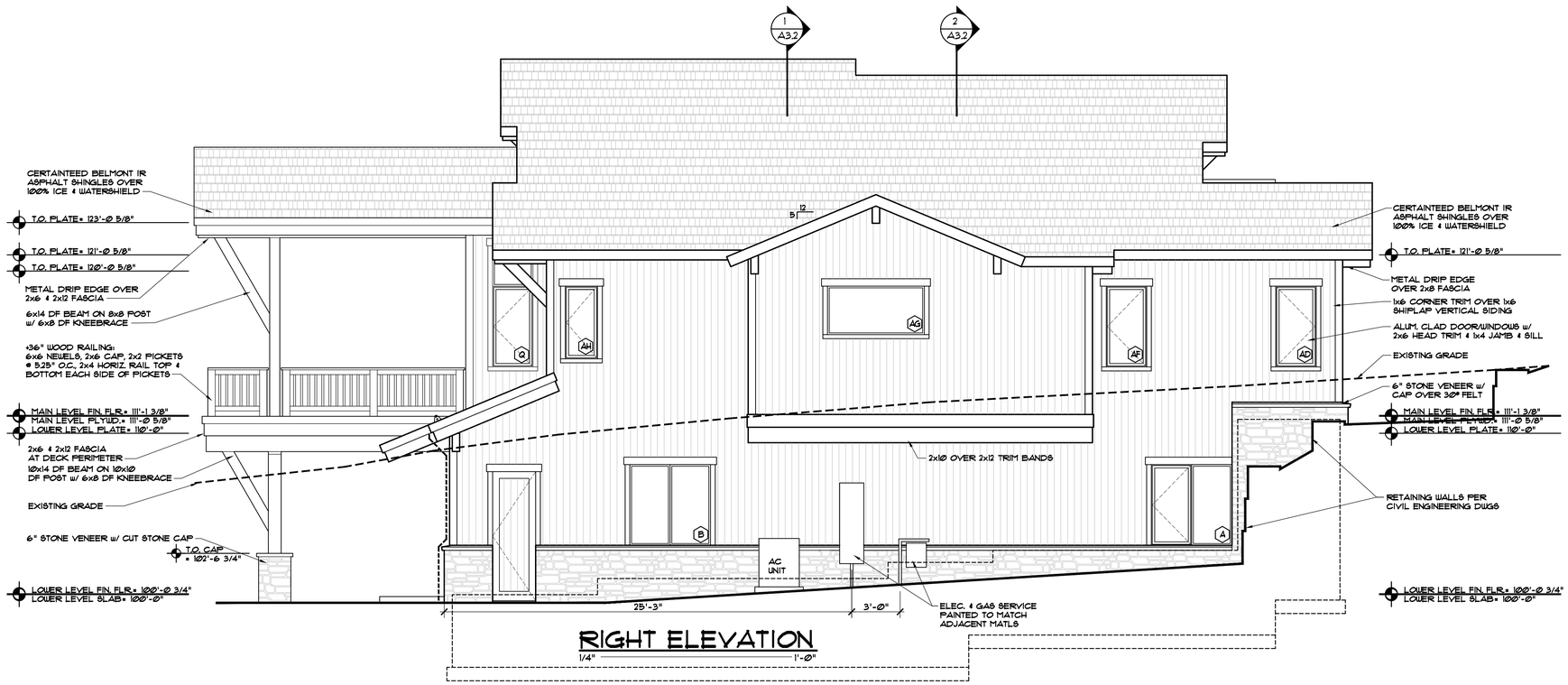
EDWARDS, COLORADO
(970) 926-1720

MACARTHUR
LOT 05
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22-L05

ISSUED #	DATE	BY	COMMENTS
1	5-28-24	DUE	DRB SUBMITTAL SET

A1.3



RIGHT ELEVATION

1/4" = 1'-0"



FRONT ELEVATION

1/4" = 1'-0"

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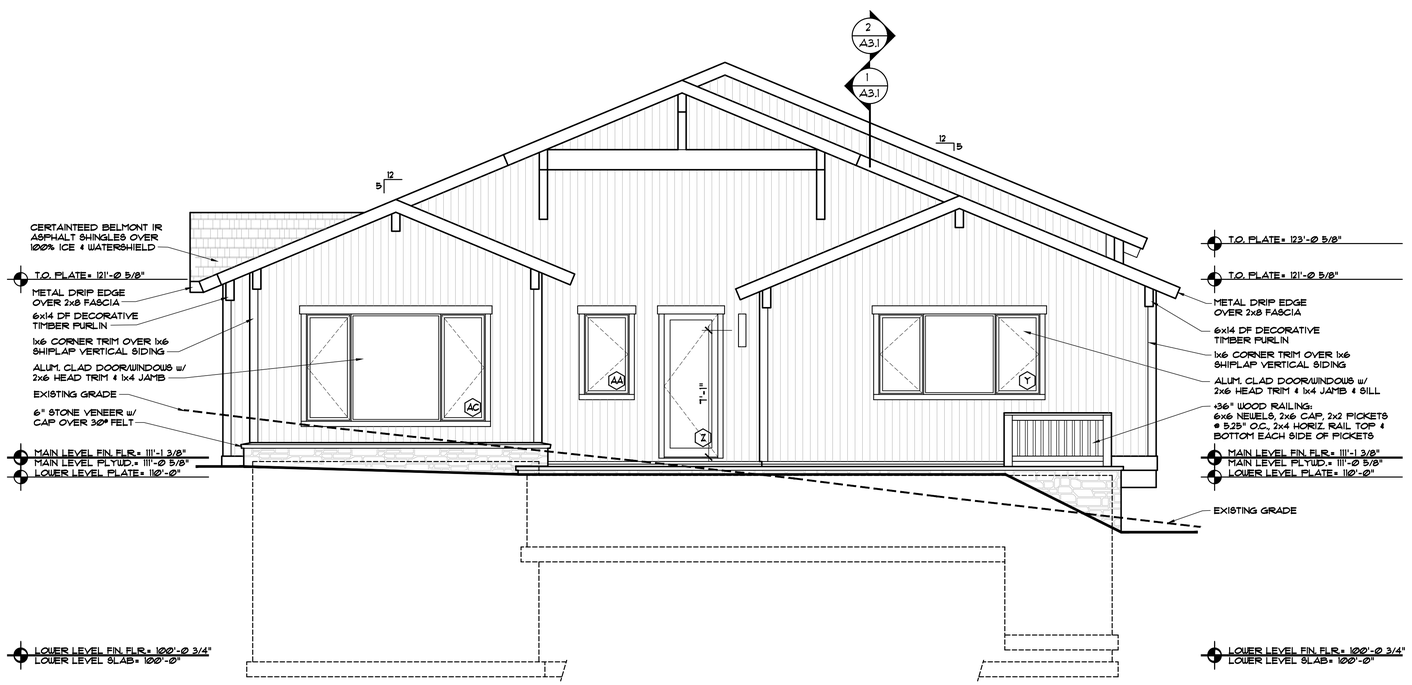
			DRB SUBMITTAL SET

A2.1



LEFT ELEVATION

1/4" = 1'-0"



REAR ELEVATION

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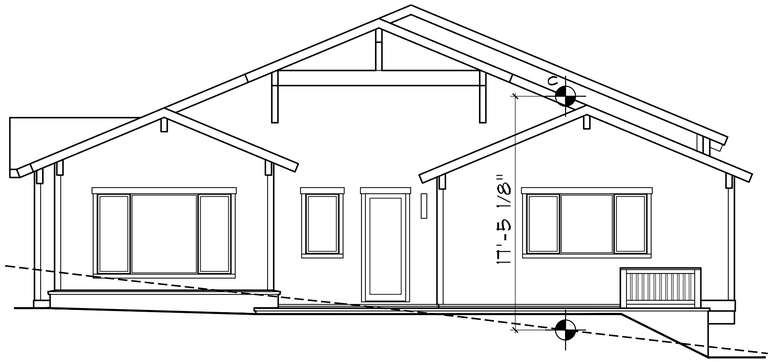
A2.2



REAR ELEVATION
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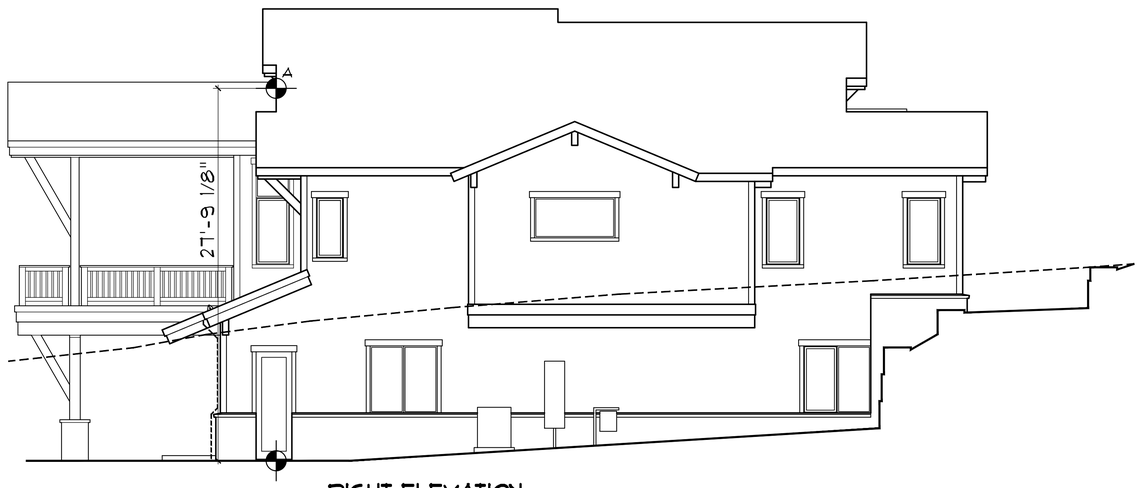
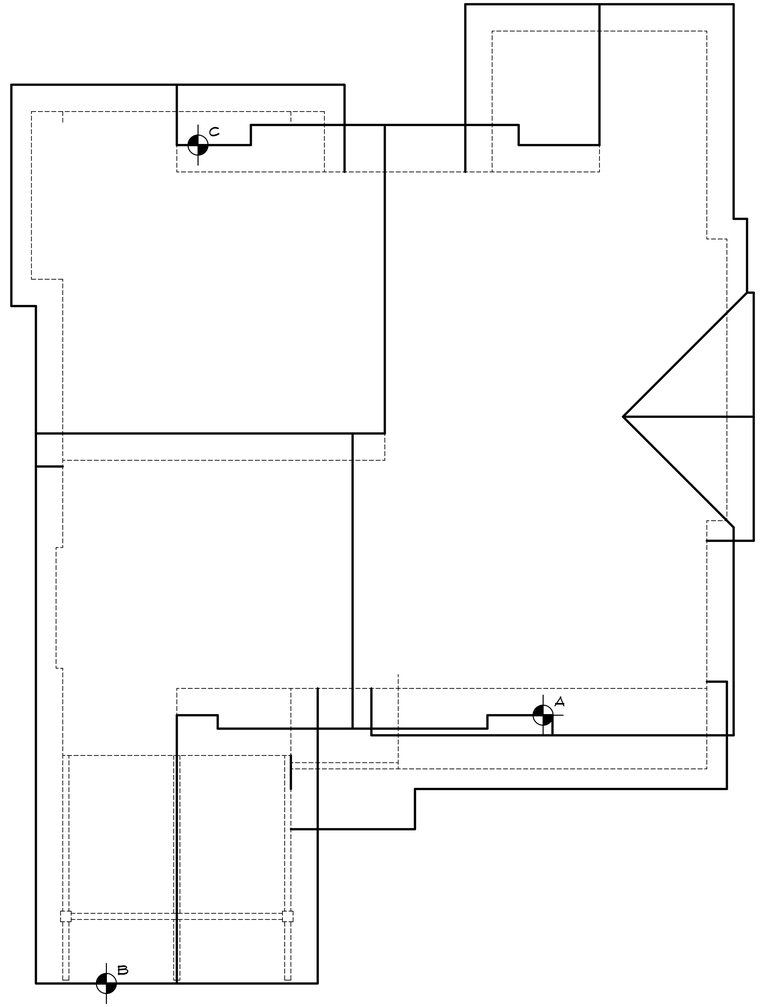


RIGHT ELEVATION
1/4" = 1'-0"



FRONT ELEVATION
1/4" = 1'-0"



ROOF PLAN
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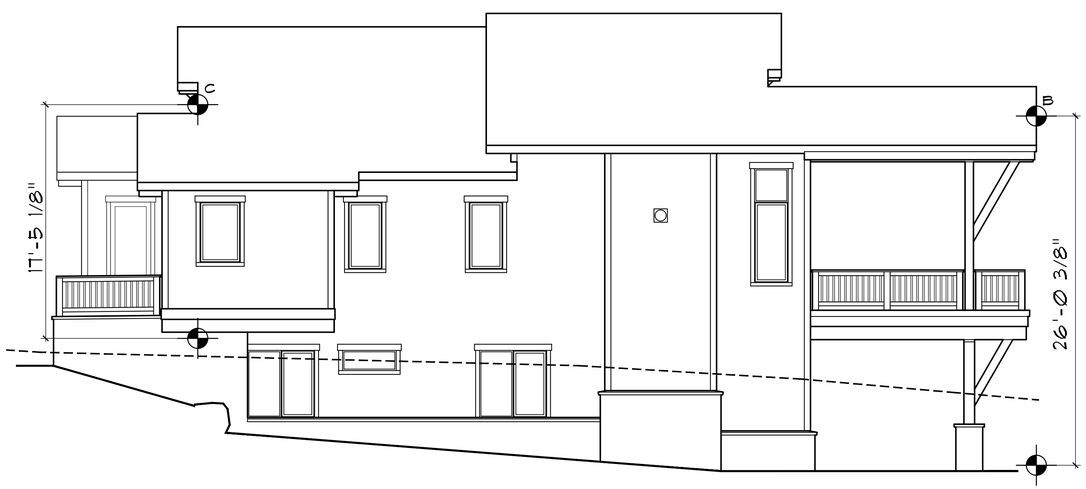

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PROJECT NO:2412-22-L05

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BH1

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

Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Eric Rippeth
Darell Wegert

Design Review Board Hearing

Final Plan Review for New Home

0226 Miles End Lane

Hearing Date:	July 24, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Mikel Goicoechea & Stephanie Gulledge
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 3
Address:	0226 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	**Approval**

Staff Report

I. Summary of Request:

The Applicants, Mikel Goicoechea and Stephanie Gulledge, request Final Plan review of a new, four-bedroom, 3,825 (gross) square foot single-family residence located at 0226 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant's representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans
The plans show a two-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 26 feet 11 and 1/2 inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

Additionally, the massing, forms, and scale of the proposed structure, as well as proposed exterior materials, textures and detailing also appear to achieve the design objectives of Appendix B – *Design Guidelines and Standards,* Minturn Municipal Code.

Parking is adequate, with four off-street spaces, two of which are provided within the garage and two in front of the garage. The plans show the lower level with three bedrooms, garage, and entertainment lounge, and the main level has the master suite and primary living area.

According to staff's analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town's standards.

Overall, staff believes that the Applicants and their representative have provided a complete, detailed set of plans necessary to complete a thorough final plan review.

As a reminder, the Planning Commission has the option to review the proposal as a "conceptual" plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or the Commission may take action to approve, approve with conditions, or deny the Final Plans.

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

These plans are being presented by the Applicant as "Final Plan" level of review for a new single-family residential structure on a legally created lot within the Town of Minturn. This is a formal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB's concerns or feedback regarding suggested revisions to the project.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve the plans without conditions, or to approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions, additions or updates to the plans.
No variances are required or requested at this time.

Design Review Process
Appendix 'B' of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection "d" below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.

(2) Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:

a. The proposal's adherence to the Town's zoning regulations.
b. The proposal's adherence to the applicable goals and objectives of the Community Plan.
c. The proposal's adherence to the Design Standards.

(3) Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:

a. That the proposal is in conformance with the Town zoning regulations.
b. That the proposal helps achieve the goals and objectives of the Community Plan.
c. That the proposal complies with the Design Standards.

Staff suggests that the final plans for 0226 Miles End Lane meet or can be revised to meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings*.

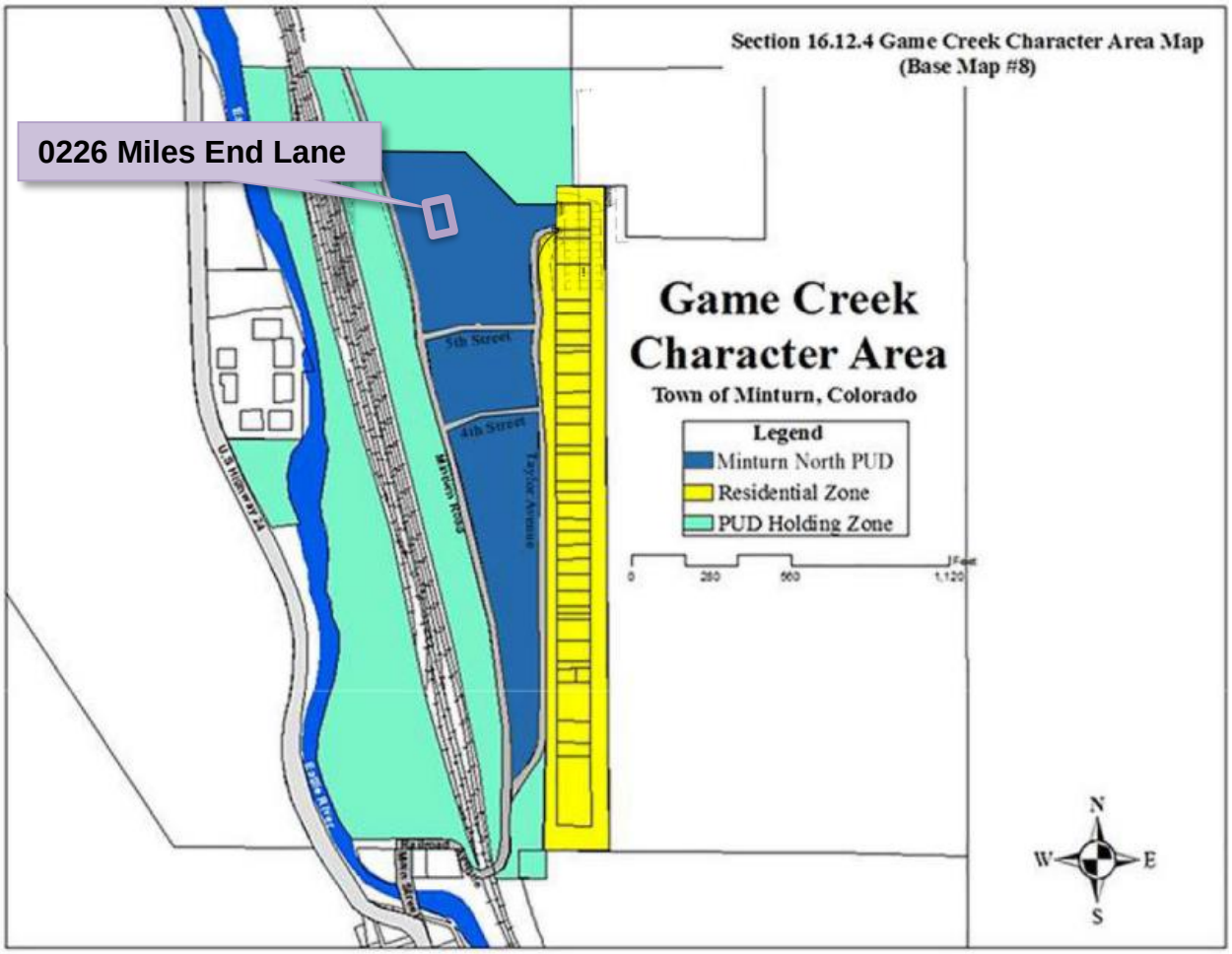
III. Zoning Analysis:

Zoning
The subject property is located within the "Game Creek Character Area" Minturn North PUD Zone District Planning Area 1 (PA-1), described as follows:

> *"The primary intent of this Planning Area is to create a market rate single-family residential use zone surrounded by common area and open space."*
> *- Ordinance No. 15 – Series 2023 Minturn North PUD Guide*

Rest of page left intentionally blank

Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant the approved Final Development Plan for the Minturn North PUD.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	8,407.08 sq. ft.	8,407.08 sq. ft. (.193 ac.)
Maximum Building Height:	28 feet	26 feet – 11 1/2 inches
Minimum Front Setback:	20 feet	20 feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10+ feet

Maximum Lot Coverage:	50% (4,203.54 sq. ft.)	2,718 sq. ft. (32.33%) Proposed
Maximum Impervious Coverage:	60% (5,044.25 sq. ft.)	3,470 sq. ft. (41.27%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (8,407.08 sq. ft. x .05 = 420.35 sq. ft.)	604 sq. ft.
Parking:	4 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design
In addition to the development standards listed above, the following general design principles are provided for reference.

Final Site, Grading and Drainage Design
The Minturn Design Guidelines encourage designs that integrate or account for site topography and existing conditions, surrounding conditions, solar orientation, placement on lots relative to streets and natural features, snow storage and snow shed from roof structures.

Mass and Form
The following excerpt from the Design Guidelines is applicable to the proposed home design:

"c. Massing and Scale

> *"**A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment.** Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.*
>
> *"Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures."*
>
> *-Town of Minturn Design Guidelines*

Staff Response:
Staff believes that the design and scale of the proposed structure incorporates a simple central form with additive features and is complementary to adjacent residential structures and character on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not

overpower surrounding natural and built environments. Proposed roof forms and pitches, materials and textures are compatible and complementary to the surrounding built and natural environments.

V. Issues and Recommended Revisions:

Issues or Required Plan Revisions
Staff has identified no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0226 Miles End Lane generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

Staff is **recommending approval** of the plans.

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors

June 28, 2024

Madison Harris
Town of Minturn Planner
PO Box 309
Minturn, CO 81645

Re: 226 Miles End Lane
Lot 3, Minturn North PUD
DRB Resubmittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled *"Giocoechea Residence; Lot 03, Minturn North, Minturn Colorado"* dated June 14, 2024, by Eggers Architecture Inc. (Plans) included in the revised DRB application for Lot 3, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:
Paragraphs a through e:
"Final Plat: Minturn North PUD" recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through l:
Sheet C.7 of the *"Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24"* prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.7 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:

1. Sheet BH1 provides Building height information necessary for Planning Staff review.
2. The driveway for Lot 3 is approximately 8% and meets the requirements of MMC; Chapter 4 – Roadway Design & Technical Standards; Paragraph 1.03A. Maximum slope allowed for a driveway is 8% with 10% allowed on south facing slopes.

Madison Harris
Re: 226 Miles End Lane
Lot 3, Minturn North PUD
DRB Resubmittal Review
Project No. 24-0001

3. The site plan shows a "High Water Mark." The "Ordinary High Water Mark (OHWM) as defined in section 17-2-10 of the MMC along with required setbacks should be shown on the site plan. The OHWM is shown on Sheet C.7 of *"Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24"* and the *"Final Plat: Minturn North PUD"* recorded March 4, 2024, referenced above. The OHWM should be labeled on the permit set of plans.

Section (C) (4) Grading & Drainage Plan:
Sheet C1 of the Plans "*Lot 3 Minturn North PUD; Site Grading and Drainage Plan"* dated June 1, 2024, by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. Review by Inter-Mountain Engineering in no way relieves any responsibilities of design professionals associated with the project. Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Michelle Metteer, Scot Hunn, Arnold Martinez

RESORT CONCEPTS
REDEFINING THE RESORT EXPERIENCE

June 18, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Goicoechea Residence
Lot 3 Minturn North – 0226 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

The attached submittal includes a single-family residence within the Minturn North neighborhood. The home is subject to the Minturn North PUD Guide, Town of Minturn Code and all pertinent documents approved by the Town Council.

Lot 3 is located at 0226 Miles End Lane on a downhill sloping undisturbed vacant lot which drops in elevation approximately 6' through the building envelope. The home has been oriented facing south, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the south facing patio elevation of the home.

The home exterior is a balanced mix of stone and wood with appropriate architectural detailing which enhances the mountain vernacular. The landscaping Is Intentionally minimal In-keeping with the intent of the approved Minturn North PUD.

Should you have any questions or need clarifications, please don't hesitate to contact me.

Sincerely,

Taylor Hermes
512.468.3012

DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner1@minturn.org

Project Name:

Minturn North – Goicoechea Residence

Project Location

Street Address: 0226 Miles End Lane

Zoning:	Parcel Number(s):
Residential	2103-262-30-003

Application Request:

Design review of new single-family home

Applicant:

Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone:	Email:
970-926-1720	THermes@ResortConceptsCO.com

Property Owner:

Name: Mikel Goicoechea & Stephanie Gulledge

Mailing Address: PO Box 7382 Boulder, CO 80306

Phone:	Email:
303-601-4618 (Mikel)	MikelOnTheBeach@yahoo.com / StephGulledge@gmail.com

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
0.193 ac	SFH	4	4
# of Stories:	**Snow storage sq ft:**	**Building Footprint sq ft:**	**Total sq ft Impervious Surface:**
2	604 sf	2,718 sf	3,470 sf

Signature:

Jen Goffenz 6/18/24

Fee Paid:_____ **Date Received:**_____ **Planner:**_____

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)

Applicant	Staff	
☑	☐	**Application Fee** (Non-Refundable application fee shall be collected)
		• Design Review Board - $200.00
☑	☐	**Letter of Intent**
		-- What is the purpose of the project including;
☑	☐	• Relevant Background
☑	☐	• Current Status of the Site
☑	☐	• All Proposed Uses and Structures
☑	☐	• How the Proposal Differs from what already exists
☑	☐	• Information regarding Easements or Dedicated Tracts, etc.
☑	☐	**Vicinity Map**
		-- Directional Map indicating how to get to the Property involved in the request.
☑	☐	• Zoning of Property
☑	☐	**Site Plan showing Precise Nature of the Proposed Use –**
☑	☐	**To Scale**
☑	☐	• Scaled Drawings of Proposed Design of Structure
☑	☐	○ Plan View and Sections
☑	☐	• Building Heights – all 4 directions N/S/E/W
☑	☐	• topography
☑	☐	• Building Location and impervious coverage
☑	☐	• Setbacks
☑	☐	• Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant
☑	☐	• Parking Plan
☑	☐	• Traffic Circulation
☑	☐	○ Location and Width of Existing and Proposed Access Points
☑	☐	○ Location of Existing Driveways and Intersections
☑	☐	• Landscaped Area – Plan including existing and proposed vegetation.
☑	☐	• Approximate Location of Existing Wooded Areas and Rock Outcrops
☑	☐	• Location and Type of Existing and Proposed Easements
☑	☐	• Utility Easements
☑	☐	• Drainage Features
☑	☐	• Snow Storage areas expressed in square feet as a percentage of the overall site area
☑	☐	**Preliminary Building Plans and Elevations**
☑	☐	• Indicates Dimensions
☑	☐	• General Appearance
☑	☐	• Scale
☑	☐	• Interior Plan for the Buildings

Elements needed on the Site Plan

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

Architecture Details – Materials Board

- Windows – Placement and Color
- Doors – Placement and Color
- Siding – Type and Color
- Roof Material – Type and Color
- Paint Color

Boundary Survey with a stamp and signature of a licensed surveyor

- Date of survey (survey date must be within 6 months of the project application date
- Right-of-way and property lines; including bearings, distances and curve information.
- Labeled ties to existing USGS benchmark.
- Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
- All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
- Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
- Topographic conditions at two-foot contour intervals.
- Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
- Rock outcroppings and other significant natural features.
- All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
- Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
- Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.

Grading and Drainage Plan

- Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
- Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
- Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
- Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
- Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
- Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
- Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff w/ Grout



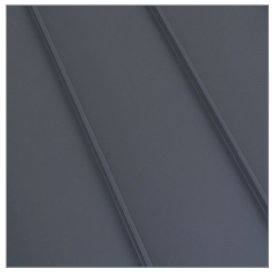
Vertical Siding, Fascia, Columns, Soffits & Railing
Siding: 1"x8" – Butt Joint, Smooth
Color: Custom Stain



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Matte Black



Garage Door
9'-0" x 18'-0" Insulated Metal
Color: Matte Black



Windows and Doors
Mfg: Alan Bradley Cityline
Color: Matte Black



Exterior Lighting
Mfg: Hinkley Mist 22" Sconce
Color: Satin Black



Entry Door
Solid Wood
Color: Custom Stain



Entry Door Hardware
Emtek Lausanne Full Plate with Helios Interior Lever
Color: Matte Black

All product and design specifications, including, but not limited to, color, finish, model, etc., are for illustrative purposes only and are subject to change without notice.

PERSPECTIVE 1



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

MINTURN NORTH - LOT 3

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB DESIGN REVIEW - 3D VIEWS

JUNE 17, 2024

RESORT CONCEPTS

PERSPECTIVE 2



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

MINTURN NORTH - LOT 3

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB DESIGN REVIEW - 3D VIEWS

JUNE 17, 2024

RESORT CONCEPTS

GOICOECHEA RESIDENCE

LOT 3
MINTURN NORTH
MINTURN, COLORADO

DRB SUBMITTAL SET — JUNE 14, 2024
REVISED DRB SUBMITTAL — JULY 10, 2024



NOTE: ALL SITE & LANDSCAPE PLANS, FLOOR PLANS, ELEVATIONS & DETAILS ARE SUBJECT TO TOWN OF MINTURN DESIGN REVEIW BOARD APPROVAL

OWNER'S REPRESENTATIVE
RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT
EGGERS ARCHITECTURE, INC
PO BOX 798
KREMMLING, COLORADO 80459
(970) 409-9790

STRUCTURAL ENGINEER
SUNDQUIST DESIGN GROUP
PO BOX 249
TARPON SPRINGS, FLORIDA 34688
(303) 838-2222

LANDSCAPE ARCHITECT
TOMINA TOWNSEND
PO BOX 3000
EDWARDS, COLORADO 81632
(303) 945-5252

CIVIL ENGINEER
BOUNDARIES UNLIMITED, INC.
923 COOPER AVENUE, SUITE 201
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-5252

SURVEYOR
SLAGLE SURVEY SERVICES
PO BOX 751
EAGLE, COLORADO 81631
(970) 471-1499

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
LOWER LEVEL:	1,508 SF	58 SF	601 SF	2,167 SF
MAIN LEVEL:	1,658 SF			1,658 SF
TOTALS:	3,166 SF	58 SF	601 SF	3,825 SF

LOT AREA:	8,407.08 SF		
BUILDING COVERAGE:	2,718 SF	32.33 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	3,470 SF	41.27 %	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

CODES: 2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
+ LOCAL AMENDMENTS

DRAWING SCHEDULE

C COVER
FINAL PLAT MINTURN NORTH P.U.D.
C.7 MINTURN NORTH P.U.D. OVERALL GRADING PLAN

C1 SITE GRADING, DRAINAGE & EROSION CONTROL PLAN
C2 CIVIL DETAILS
L1 LANDSCAPE PLANTING PLAN
L2 LANDSCAPE SCHEDULES & DETAILS

A1.1 LOWER LEVEL PLAN
A1.2 MAIN LEVEL PLAN
A1.3 ROOF PLAN
A2.1 BUILDING ELEVATIONS
A2.2 BUILDING ELEVATIONS
BH1 BUILDING HEIGHT CALCULATIONS

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE MINTURN NORTH DESIGN REVIEW BOARD, TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

GOICOECHEA
LOT 03
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

ISSUED #	DATE	BY	COMMENTS
2	7-10-24	DUE	REVISED DRB SUBMITTAL
1	6-14-24	DUE	DRB SUBMITTAL SET

C

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of MARCH, 2024 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

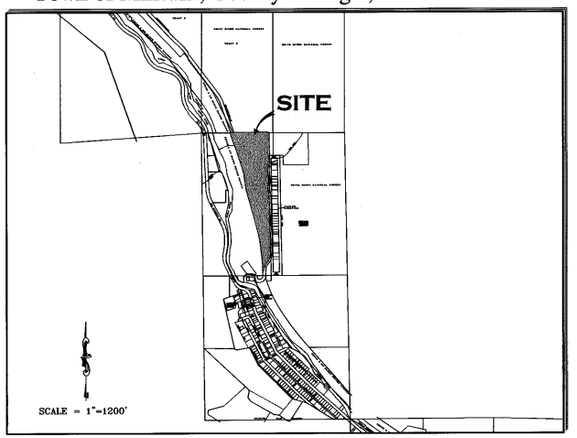
TOWN CLERK
TOWN OF MINTURN, COLORADO

SEAL
TOWN OF MINTURN COLORADO
1904

LAND USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	0.196 Acres	0246 Miles End Lane
2	SINGLE FAMILY	0.189 Acres	0236 Miles End Lane
3	SINGLE FAMILY	0.193 Acres	0226 Miles End Lane
4	SINGLE FAMILY	0.181 Acres	0216 Miles End Lane
5	SINGLE FAMILY	0.191 Acres	0206 Miles End Lane
6	SINGLE FAMILY	0.166 Acres	0196 Miles End Lane
7	SINGLE FAMILY	0.158 Acres	0186 Miles End Lane
8	SINGLE FAMILY	0.166 Acres	0176 Miles End Lane
9	SINGLE FAMILY	0.164 Acres	0166 Miles End Lane
10	SINGLE FAMILY	0.164 Acres	0156 Miles End Lane
11	SINGLE FAMILY	0.164 Acres	0146 Miles End Lane
12	SINGLE FAMILY	0.172 Acres	0136 Miles End Lane
13	SINGLE FAMILY	0.157 Acres	0126 Miles End Lane
14	SINGLE FAMILY	0.176 Acres	0112 Miles End Lane
15	SINGLE FAMILY	0.209 Acres	0096 Miles End Lane
16	SINGLE FAMILY	0.263 Acres	0070 Miles End Lane
17	SINGLE FAMILY	0.189 Acres	0243 Miles End Lane
18	SINGLE FAMILY	0.200 Acres	0221 Miles End Lane
19	SINGLE FAMILY	0.165 Acres	0201 Miles End Lane
20	SINGLE FAMILY	0.164 Acres	0185 Miles End Lane
21	SINGLE FAMILY	0.164 Acres	0171 Miles End Lane
22	SINGLE FAMILY	0.166 Acres	0155 Miles End Lane
23	SINGLE FAMILY	0.174 Acres	0141 Miles End Lane
24	SINGLE FAMILY	0.185 Acres	0125 Miles End Lane
25	SINGLE FAMILY	0.166 Acres	0111 Miles End Lane
26	SINGLE FAMILY	0.202 Acres	0095 Miles End Lane
27	SINGLE FAMILY	0.199 Acres	0083 Miles End Lane
28	SINGLE FAMILY	0.160 Acres	0071 Miles End Lane
29	SINGLE FAMILY	0.159 Acres	0057 Miles End Lane
30	SINGLE FAMILY	0.158 Acres	0043 Miles End Lane
31	SINGLE FAMILY	0.178 Acres	0031 Miles End Lane
32	SINGLE FAMILY	0.177 Acres	0017 Miles End Lane
33	SINGLE FAMILY	0.176 Acres	0003 Miles End Lane
34	SINGLE FAMILY	0.103 Acres	0036 Silver Star Trail
35	SINGLE FAMILY	0.103 Acres	0030 Silver Star Trail
36	SINGLE FAMILY	0.103 Acres	0024 Silver Star Trail
37	SINGLE FAMILY	0.103 Acres	0018 Silver Star Trail
38	SINGLE FAMILY	0.099 Acres	0008 Silver Star Trail
39	SINGLE FAMILY	0.129 Acres	0001 Silver Star Trail
Tract B	OPEN SPACE	2.958 Acres	
Tract C	Town Property	0.904 Acres	0052 Minturn Road (Not of PUD)
Tract D	Right of Way	0.966 Acres	Miles End Lane (North)
Tract D1	Right of Way	0.431 Acres	Miles End Lane (South)
Tract E	Open Space	1.220 Acres	
Tract F	Open Space	0.074 Acres	
Tract G	Right of Way	0.030 Acres	Silver Star Trail
Tract H	Right of Way	0.369 Acres	Fourth Street
TOTAL		13.485 ACRES	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY



PORTION OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:
1) The purpose of this Final Plat is to Create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
2) Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
3) Survey Date: December, 2022 through July 2023.
4) Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC50650645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201420764 along with plats and survey monumentation referenced hereon (to include the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitmeat referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
Item 15 - Does not effect these Platted lands but references vacation of portions of Taylor Addition to the Town of Minturn.
Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
Item 17 & 18- Do not effect subject Parcel.
Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined hereon.
Item 20 - Does not effect these Platted lands. (a.k.a. subject parcel)
Item 22 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner hereon.
Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
Item 29 - Parcel is subject to 1904 40 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has is to have been Terminated prior to the Recording of this Plat.
5) These platted lands are subject to:
- The Minturn North P.U.D. Guide recorded as Reception no. 202402232.
- The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240.
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated hereon as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489 .

PERTAINING TO HEREON CREATED EASEMENTS:
6) the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, 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) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility Easement" for the purpose of 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.
c) non-exclusive Access, Utility, and Drainage, Easement - on, over, under, above, across and through those areas designated hereon as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) 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.

GENERAL NOTES CONTINUED:
6) Continued...
d) Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non- vehicular access.
e) Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq..

FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
7) the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
a) non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Parking, Snow Storage & Landscape 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, iii) the installation, use, repair, replacement, improvement and maintenance of vehicular parking area, together with right of ingress and egress thereto, reasonable Pedestrian use including ingress and egress of persons to include vehicle, foot, bicycle or non-motorized use, iv) reasonable local snow storage and v) Landscaping use, and maintenance.
b) non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage, Landscape and Trail 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, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
c) non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage & Landscape 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, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
d) non-exclusive Trail Easement on, over, under, above, across and through those areas designated hereon as "Trail Easement" for the purpose of Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4' Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, or use. Maintenance of any path improvements within the "4' Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
f) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as " Public Utility and Drainage Easement" , as shown in Tract C, on sheet 2 of 5, 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, improvemeat and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

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 MINTURN NORTH 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 nonumented 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.

COLORADO REGISTERED 34998 PROFESSIONAL LAND SURVEYOR
02-26-24

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

Revised 02-07-24 Edited C.O.D. MSS
Revised 12-02-23 Edited Note 6a MSS
Revised 11-14-23 minor text MSS
Revised 11-07-23 Certain Dimensions MSS
Revised 11-06-23 Tract C Easements MSS
Revised 11-03-23 Town Comments MSS
Revised 10-11-23 Town Comments MSS
Revised 10-06-23 Town Comments MSS
Revised 09-26-23 Added Note regarding Tract C MSS

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 AND PHILIP HADLEY

Know all men by these presents that Minturn Crossing LLC, being sole owner in fee simple, mortgagee or lienholder, of all that real property situated in the Town of Minturn, County of Eagle, State of Colorado described as follows:
Parcel 1, UPRR Subdivision according to the Final Plat thereof recorded on 13th, day of December, 2023 as Reception No. 202316483 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado.
Containing 13.485 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as MINTURN NORTH P.U.D. subdivision in the Town of Minturn, County of Eagle, State of Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and does hereby accept responsibility for the completion of the improvements required by this plat and does hereby dedicate and set aside the following tracts, parcels and easements as follows:
-To the Town of Minturn Tract H (Fourth Street) and the easements described and depicted hereon in General Note 7, together with associated public improvements.
-To Utility Providers such utility easements as depicted herein in which utility infrastructure is located.

OWNER: MINTURN CROSSING LLC
ADDRESS: 225 Main Street, Suite C-101
Edwards, Colorado 81632

BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
)SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF MARCH, A.D, 2024 BY RICK HERMES AS MANAGER OF MINTURN CROSSING LLC.

MY COMMISSION EXPIRES: 6 AUG 27

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154031002
MY COMMISSION EXPIRES 08/06/2027

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, 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 Minturn North, P.U.D., 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: Philip Hadley
BY: _____ as Individual

STATE OF Colorado)
) §
COUNTY OF Eagle)

The Foregoing Subordination by Mortgagee was acknowledged before me this 26 day of February 2024, By Philip Hadley as Individual.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: Aug. 01, 2025
NOTARY PUBLIC

JESSICA L BECHARD
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20134048864
My Commission Expires 8/1/2025

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of JANUARY 1, 2023, 2023 upon all parcels of real estate described on this Plat are paid in full.

DATED THIS 1st OF March, A.D., 2024
R0681D1

TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

LAND TITLE does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316490

DATED THIS 28TH DAY OF FEBRUARY, A.D., 2024

AGENT: _____
SARAH DOEHLER

CLERK AND RECORDER'S CERTIFICATE # 5398

This Plat was filed for record in the Office of the Clerk and Recorder at 12:59 o'clock P.M., on this 4th day of March, A.D, 2024

CLERK AND RECORDER

BY: _____ DEPUTY

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

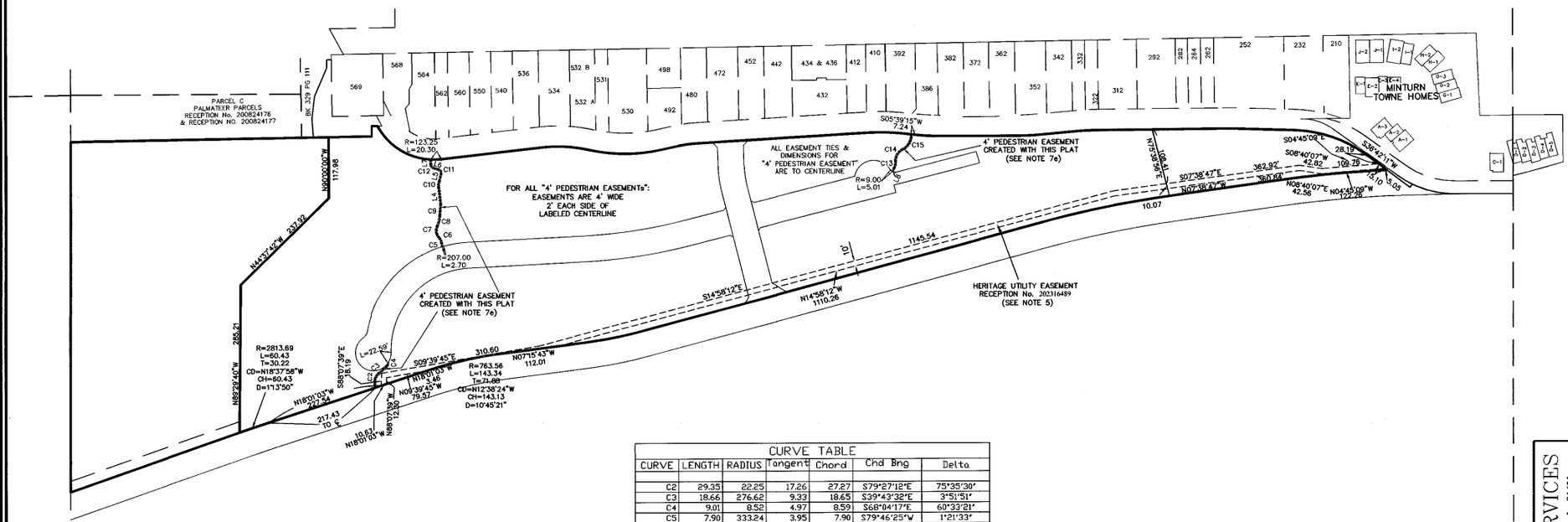
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 1 OF 5		DATE: 08-13-2023

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: $53.00 DOC: $0.00
02234
03/04/2024
12:59:18 PM

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N83°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Brng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S68°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	1°21'33"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.68	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

100 0 50 100 200 400

1 INCH = 100 FEET

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
02-26-24

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.

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

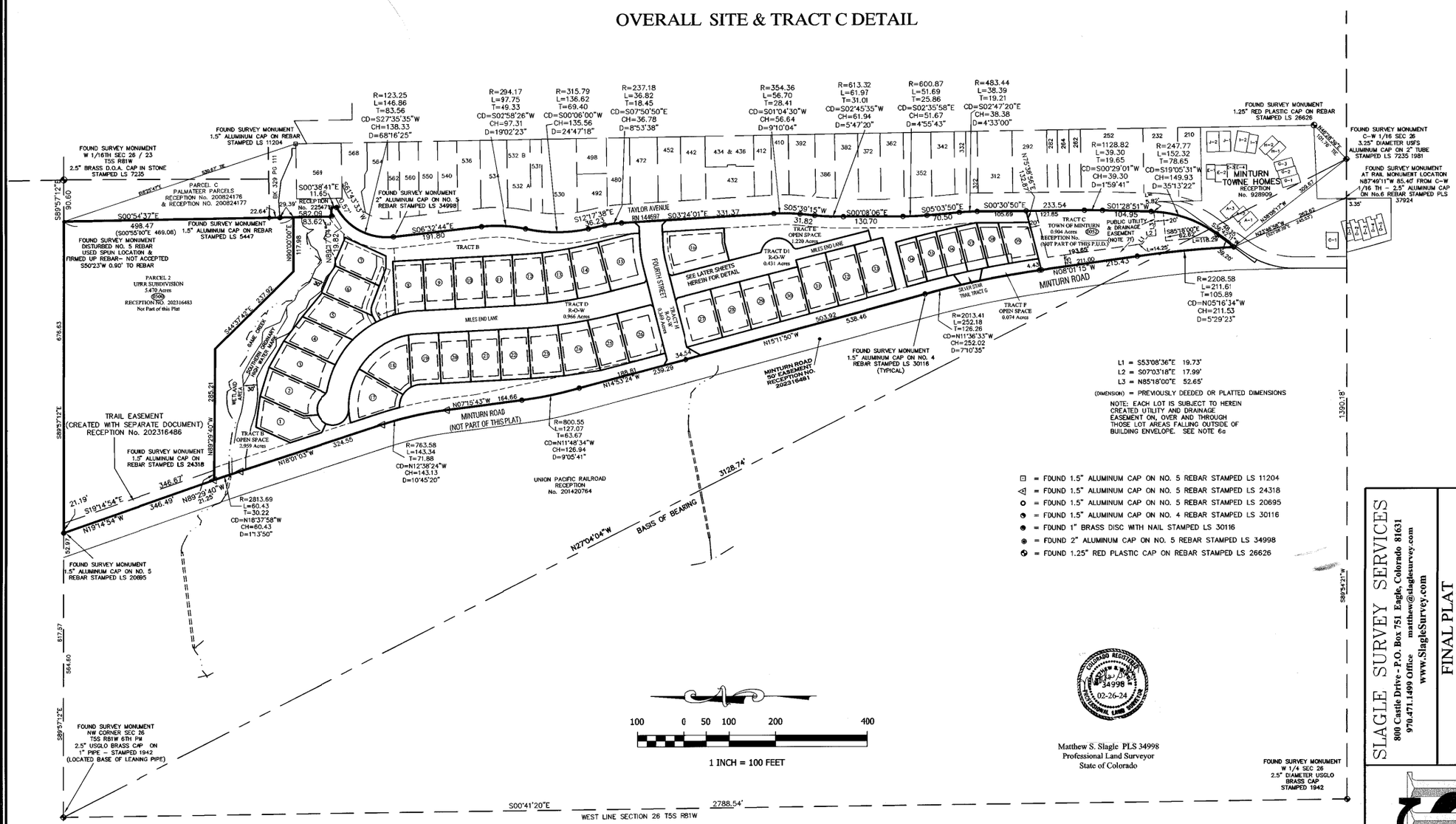
DRAWN BY: MSS | JOB NUMBER: 23055 | DRAWING NAME: 23055 FP2.dwg | DATE: 08-13-2023 | SHEET: 5 OF 5

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL



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970.471.1499 Office matthew@slagleSurvey.com
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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS | JOB NUMBER: 22055 | DRAWING NAME: 22055 FP2.dwg | SHEET 2 OF 5 | DATE: 08-13-2023

COLORADO REGISTERED MATTHEW S. SLAGLE 34998 02-26-24 PROFESSIONAL LAND SURVEYOR

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

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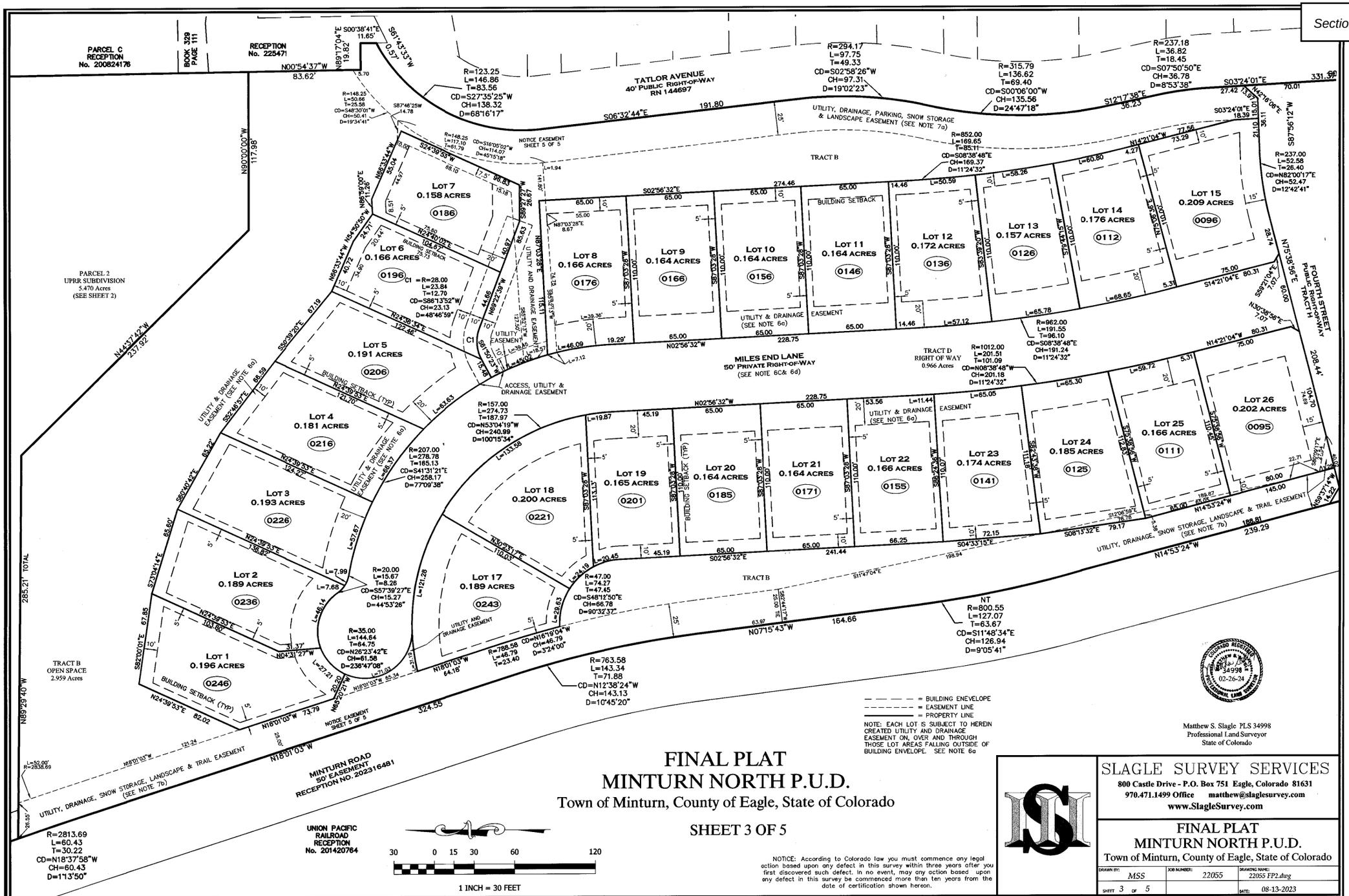
202402234



FINAL PLAT
MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5

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

SLAGLE SURVEY SERVICES
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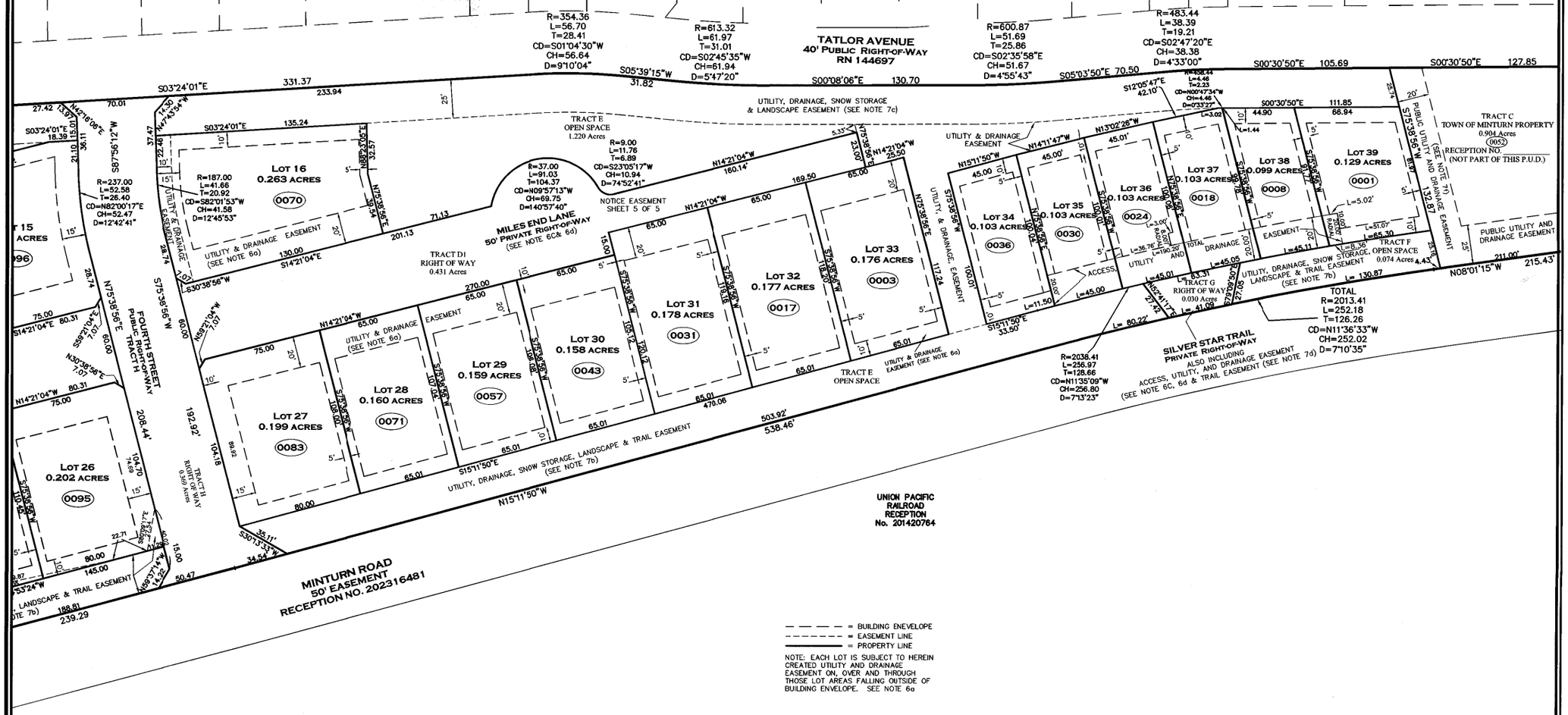
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 3 OF 5		DATE: 08-13-2023

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 34998 12-26-2024

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.

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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 4 OF 5		DATE: 08-13-2023

202402234

KEYMAP

INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 12' BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5. W 12' CHECK DAMS WHERE SHOWN, SEE DETAIL SHT. DT.R4

(OC-48) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 12' BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5. W 12' CHECK DAMS WHERE SHOWN, SEE DETAIL SHT. DT.R4

CONSTRUCT FIFTY FOUR (54) 20'x9' PARKING SPACES. REMOVE TOPSOIL, SLOPE AT 4% FROM EDGE OF EXISTING ASPHALT, 6" GRAVEL DEPTH, OR 6" ASPHALT MILLING DEPTH (ALTERNATE)

(OC-25) INSTALL TRAPEZOIDAL DITCH, 24" DEEP, 36" BOTTOM WIDTH W 2:1 SIDESLOPES, NAG P550 AS SHOWN ON SHEETS E.4 & E.5. W 12' CHECK DAMS EVERY 50 FT, SEE DETAIL SHT. DT.R4

LOCATE 3' x 3' MIN. SITE BOULDERS TO BE SPACED AT REAR OF PARKING STALL FOR AUTO SAFETY. BOULDERS TO BE PLACED 18" UNDERGROUND WITH 18" ABOVE GROUND.

WHERE CROSSING DRAINAGE CHANNEL INSTALL RIPRAP ON BOTTOM AND SIDE SLOPES OF CHANNEL. SEE RIPRAP DETAIL SHEET DT-R1.

SHAPE CURB TO ACCEPT DRAINAGE CHANNEL FROM ABOVE

6% TO BUILDING SETBACK

LOCATION OF GRAVEL FOOT PATH TO BE LOCATED IN THE FIELD, SEE SECTION ON DT.R1

TRANSITION TO 12 FT. WIDE DRIVEWAY TO LOT

INSTALL TEMPORARY EROSION CONTROL FABRIC PER SHEET E.5 ON THE 2:1 SLOPE IN FRONT OF LOTS 1-7. PERMANENT SLOPE PROTECTION AND/OR REGRADING TO BE INCLUDED ON THE BUILDING PERMIT PLANS

MATCH TO SHEET C.6

BUILDING SETBACK, TYP.

6% TO BUILDING SETBACK

INCREASED BERM HEIGH TO 3 FEET ABOVE THE INUNDATION CHANNEL GRADE

GAME CREEK 100 YEAR FLOOD PLAIN LIMITS PER WRIGHT WATER ENGINEERING, INC.

GAME CREEK

MILES END LANE

EARTHWORK FILL MATERIAL PLACED BETWEEN MILES END ROAD AND THE BUILDING SETBACK SHALL BE MOISTURE CONTROLLED AND COMPACTED TO 95% STANDARD PROCTOR, TYP.

DEFLECTION BERM:
HEIGHT=2.5' MIN., TYP. (SEE EXCEPTIONS)
TOP WIDTH=5.0' MIN.
SIDE SLOPES= 2.5:1 MAX.
THE PURPOSE OF THIS DEFLECTION BERM IS TO DEFLECT THE 100-YEAR MUD FLOW EVENT AS ANALYZED BY WRIGHT WATER ENGINEERS [FIGURE 2, MINTURN NORTH PUD, MUD AND DEBRIS FLOW ANALYSIS, JOB NO. 191-092.050, DATED NOVEMBER 2023]. THE BERM AS SHOWN HAS BEEN RAISED ABOVE THAT OF THE WRIGHT WATER ENGINEERS ANALYSIS FROM THAT DATE.

MATCH TO SHEET C.6

EARTHW
MILES EI
SHALL B
COMPAC

Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLORADO LICENSED
BRUCE D'LEMEN
5/1/24
19082
PROFESSIONAL ENGINEER

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 20' 40'
Scale: 1" = 20'

811 Know what's **below.** **Call** before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.

Overall Grading and Drainage Plan
Construction Plan Set 5/1/24

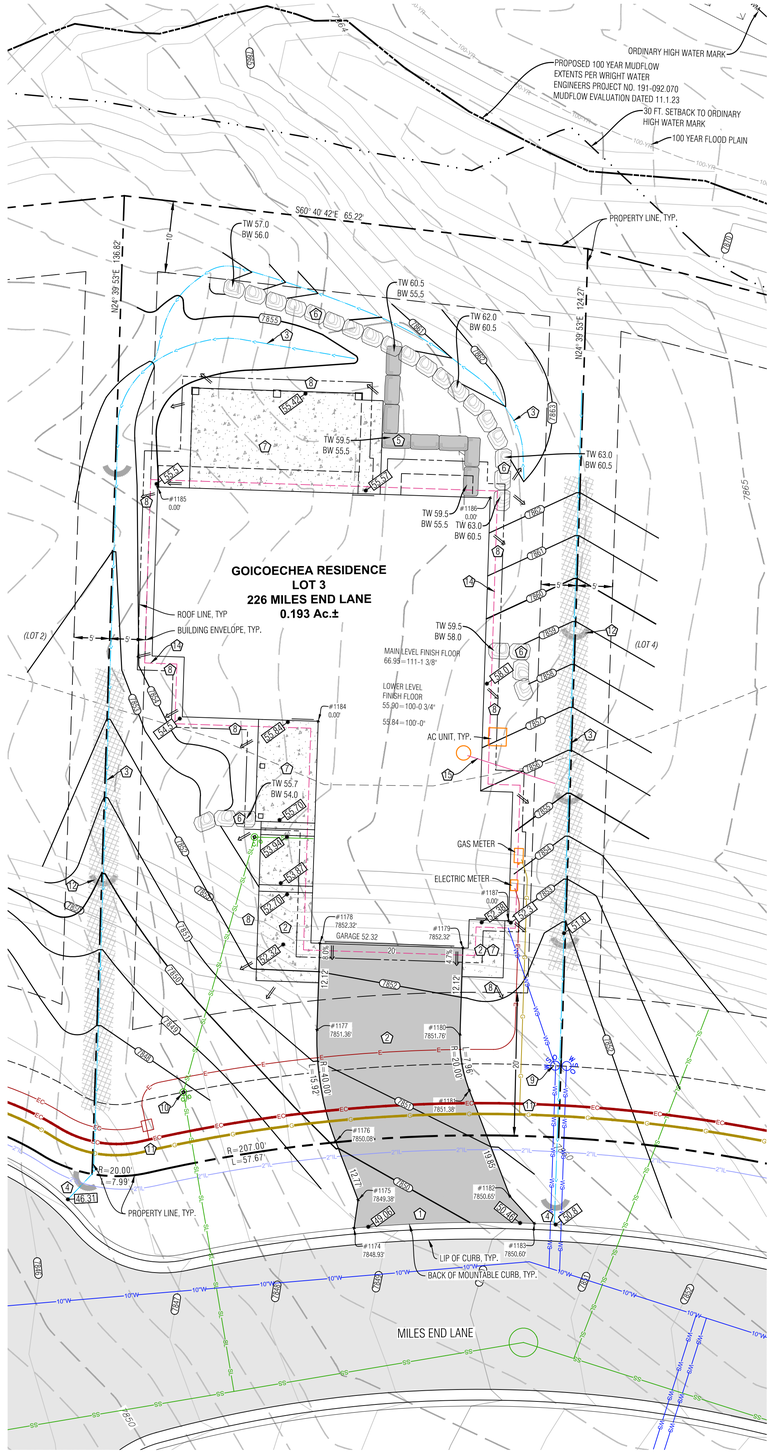
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO.
22036
Designer:
PAH
Drafter:
BUI
Date:
12/25/22

Sheet
C.7

File Name: **22036 c-grading.dwg**

N:\PROJECTS\2022\22036-Minturn North\dwg\22036 C-Grading.dwg 5/15/2024 3:01 PM



Point Table				
Point #	Desc.	Elev.	North	East
1174	Driveway	7848.93'	4408.46	5332.76
1175	Driveway	7849.38'	4411.84	5334.79
1176	Driveway	7850.08'	4420.61	5335.08
1177	Driveway	7851.36'	4436.00	5338.70
1178	Driveway	7852.32'	4447.01	5343.76
1179	Driveway	7852.32'	4438.66	5361.94
1180	Driveway	7851.76'	4427.65	5356.88
1181	Driveway	7851.38'	4419.95	5355.07
1182	Driveway	7850.65'	4404.12	5354.55
1183	Driveway	7850.60'	4399.28	5356.24
1184	House Corner	0.00'	4475.70	5355.56
1185	House Corner	0.00'	4514.59	5347.56
1186	House Corner	0.00'	4495.18	5389.82
1187	House Corner	0.00'	4439.69	5369.28

LEGEND

TW	TOP OF WALL
BW	BOTTOM OF WALL
GB	GRADE BREAK
EX	EXISTING
LP	LOW POINT
HP	HIGH POINT
66.75	PROPOSED SPOT ELEVATION
	DRAINAGE SWALE
	FLOW ARROW
SCF	SEDIMENT CONTROL FENCE
8020	PROPOSED MAJOR/MINOR CONTOUR
8018	EXISTING MAJOR/MINOR CONTOUR
	EROSION LOGS
	ASPHALT DRIVEWAY & AUTOCOURT
	NORTH AMERICAN GREEN SC-250BN EROSION CONTROL FABRIC, OR RIPRAP ALTERNATIVE
	FLAGNOTE
	EX CURB STOP
PROPOSED / EXISTING E	POSSIBLE ELECTRIC SERVICE
G	POSSIBLE GAS SERVICE
WS	POSSIBLE WATER SERVICE
SL	POSSIBLE SEWER SERVICE
	FOUNDATION DRAIN
6"SD	DOWNSPOUT & STORM DRAIN WITH SIDE
	MSE WALL
	BOULDER WALL

NOTES:

1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC., JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.

2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.

3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.

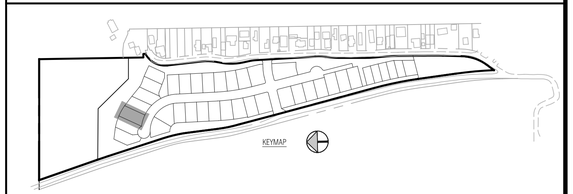
4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.

5) LOT AREA: 8,424 SF.±
DISTURBANCE AREA: 7,710 SF.±

6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.

FLAGNOTES:

1. MATCH TO BACK OF EXISTING CURB.
2. PROPOSED ASPHALT DRIVEWAY, AUTO-COURT AND CONCRETE WALKWAYS. STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT. ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
3. PROVIDE DRAINAGE SWALE AS SHOWN, WITH NORTH AMERICAN GREEN SC250 EROSION FABRIC OR RIPRAP WHERE SLOPE EXCEEDS 5%. SEE DETAIL.
4. SPILL THE LOCAL CHANNEL OVER THE TOP OF THE CURB LINE. FAN OUT DRAINAGE SWALE TO EVENLY DISSIPATE DRAINAGE, TYP.
5. INSTALL MSE WALL PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
6. INSTALL BOULDER WALL PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
7. SLOPE PATIOS, DECKS AND WALKS AT 2% MIN. AWAY FROM THE STRUCTURE.
8. GRADE AROUND THE PERIMETER OF BUILDING AS NECESSARY 10% FOR 5-FEET MIN. (10 FT. WHERE POSSIBLE) IN UNPAVED AREAS TO ENSURE PROPER DRAINAGE AWAY FROM THE FOUNDATION. IT WILL BE IMPORTANT TO CONSTRUCT AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING, WALKS AND WALLS TO EITHER THE AUTOCOURT, THE OUTLET SWALE, OR DOWNWARD SLOPING NATURAL GRADE. VERIFY DRAINAGE AND SWALE INTEGRITY ON A REGULAR BASIS.
9. LOCATE EXISTING CURB STOP, CONFIRM LOCATION AND CONNECTION WITH THE WATER & SANITATION DISTRICT, CONNECT AND EXTEND NEW WATER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS.
10. APPROXIMATE LOCATION OF SEWER SERVICE STUB. CONNECT AND EXTEND NEW SEWER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS. INSTALL CLEANOUTS AT HOUSE EXTERIOR AND ALL BEND LOCATIONS.
11. LOCATE, CONNECT TO, AND EXTEND GAS, ELECTRIC, AND COMMUNICATION SERVICES TO METER CABINET AND GAS METER LOCATION. MAINTAIN COVER & CLEARANCES BETWEEN/OVER NEW SERVICES PER UTILITY REGULATIONS
12. EROSION LOGS PER DETAIL ON SHEET C2.
13. FOUNDATION DRAIN, TYP., INSTALL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. DRAIN @ 0.5% MIN, TO DAYLIGHT, SEE DETAIL ON SHT. C2.
14. EXTEND THE FOUNDATION DRAIN FROM SUMP PUMP IN HOUSE TO DAYLIGHT WITH SOLID PIPE. COVER WITH A RODENT SCREEN AT END.



Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: ***TBD***

If "Yes", SUE Certification by:
Firm: ***TBD***
Job #: ***TBD***
Date: ***TBD***

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION Review

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811 Know what's below. Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 3, Minturn North P.U.D.

Site, Grading and Drainage Plan

Revised DRB Submittal 7/10/24

No.	Date	Revision	By
1.			
2.			
3.			
4.			
5			
6			
7.			
8.			
9.			

PROJECT NO. ***23035***
Designer: ***PAH***
Drafter: ***BUI***
Date: ***5/10/24***

Sheet ***C1***

File Name: ***lot 3 sp-01.dwg***

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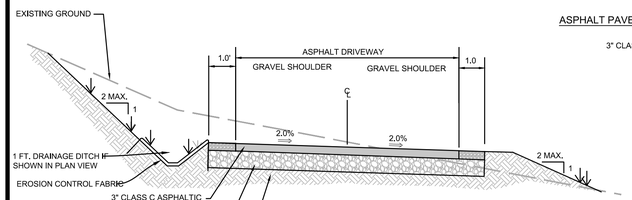
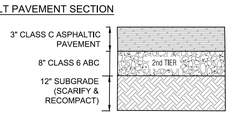


PROPOSED DRIVEWAY TYP. SECTION

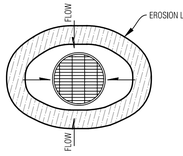
N.T.S. TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER



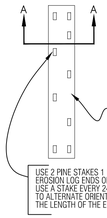
NOTE:
1. ALL AGGREGATE & SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR AT A MOISTURE CONTENT WITHIN 2% OF OPTIMUM.
2. IN NEW PAVING LOCATIONS STRIP ALL TOPSOIL, SCARIFY AND RECOMPACT SUBGRADE A MINIMUM OF 12" DEPTH TO 95% STANDARD PROCTOR.
3. EXTEND THE SECOND TIER (12" CLASS 2 ROAD BASE, OR 8" CLASS 6 ROAD BASE) 1 FT. BEYOND EDGE OF PAVEMENT OR GRAVEL SURFACE, BOTH SIDES.

DRIVEWAY & AUTOCOURT SECTION

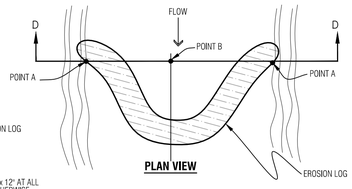
N.T.S. CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.



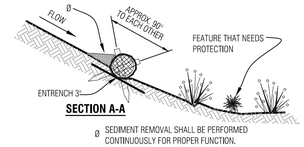
AREA DRAIN



PLAN VIEW

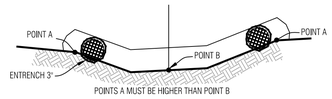


PLAN VIEW



SECTION A-A

Ø SEDIMENT REMOVAL SHALL BE PERFORMED CONTINUOUSLY FOR PROPER FUNCTION.

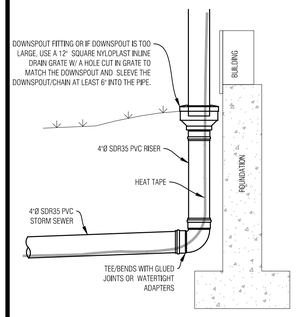


SECTION D-D

Temporary Erosion Control Log

N.T.S.

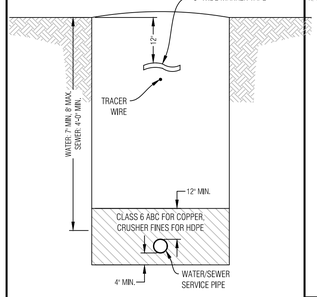
NOTES:
1. ROOF AND AREA DRAINS SHALL NOT BE CONNECTED TO THE FOUNDATION DRAIN SYSTEM.
2. ALL DOWNSPOUTS SHALL BE CONNECTED TO ADS N-12-WT CPP (WATERTIGHT), SCH.40 PVC OR SDR35 PVC. FLEXIBLE CORRUGATED PLASTIC IS NOT ACCEPTABLE.
3. ADDITIONAL FITTINGS AND BENDS MAY BE REQUIRED TO DEFLECT OVER OR AROUND LANDSCAPE WALLS.
4. HEAT TAPE SHALL BE INSTALLED IN ALL DOWNSPOUTS/STORM SEWER PIPES.



TYP. DOWNSPOUT CONNECTION

N.T.S.

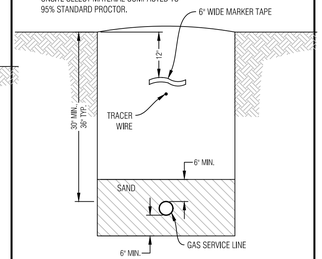
NOTES:
1. WATER SHALL BE INSTALLED WITH AT LEAST 10' OF SEPARATION BETWEEN WATER/SEWER AND 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



WATER/SEWER SERVICE TRENCH

N.T.S.

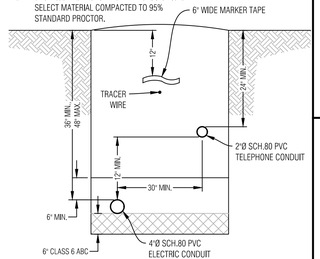
NOTES:
1. GAS SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



GAS SERVICE TRENCH

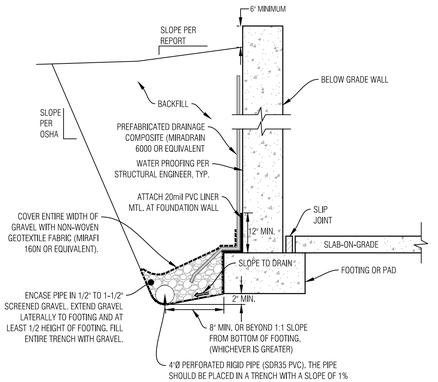
N.T.S.

NOTES:
1. ELECTRIC & TELEPHONE SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



ELECTRIC & COMM. SERVICE TRENCH

N.T.S.



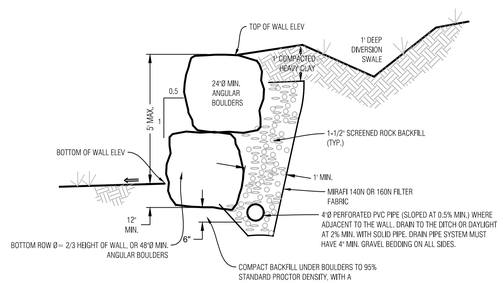
NOTES:
1. THE BOTTOM OF THE DRAIN SHOULD BE AT LEAST 2 INCHES BELOW BOTTOM OF FOOTING AT THE HIGHEST POINT AND SLOPE DOWNWARD TO A POSITIVE GRAVITY OUTLET OR TO A SUMP WHERE WATER CAN BE REMOVED BY PUMPING.
2. CONTRACTOR TO FOLLOW ANY ADDITIONAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER

TYPICAL FOUNDATION DRAIN

N.T.S.

CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

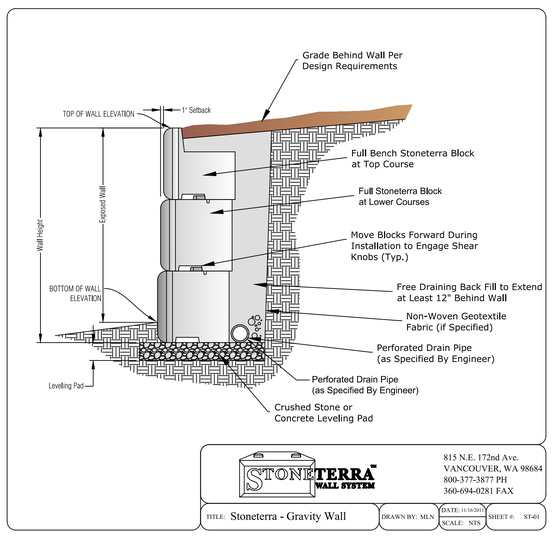
NOTES:
1. THIS DETAIL IS FOR RETAINING LANDSCAPED AREAS ONLY AND SHALL NOT BE USED TO RETAIN STRUCTURE OR VEHICLE LOADED AREAS.
2. FREE DRAINING WALL BACKFILL SHOULD BE CAPPED WITH AT LEAST 12 INCHES OF COMPACTED HEAVY CLAYS TO REDUCE SURFACE WATER INFILTRATION
3. ROUND RIVER BOULDERS ARE NOT ACCEPTABLE.
4. SET BASE ROWS ON BENCHES WHERE THE TOPSOIL HAS BEEN REMOVED AND THE SUBBASE HAS BEEN SCARIFIED TO 9" MINIMUM DEPTH & RECOMPACTED TO 95% STANDARD PROCTOR.
5. CARE SHOULD BE TAKEN NOT TO OVER COMPACT THE BACKFILL OR USE LARGE EQUIPMENT NEAR THE WALL.
6. SELECT AND PLACE BOULDERS IN A MANNER WHICH PERMITS AT LEAST 30% CONTACT AREA WITH ADJACENT BOULDERS.
7. PLACE LARGER BOULDERS AT BOTTOM AND TRANSITION TO SMALLER BOULDERS AT TOP OF WALL. UNDER NO CIRCUMSTANCES SHOULD ANY BOULDER BE PLACED ON TOP OF ANOTHER BOULDER WHICH IS SMALLER THAN ITSELF.

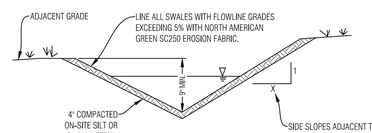


BOULDER WALL DETAIL, LANDSCAPED AREA

N.T.S. TO BE VERIFIED BY PROJECT SOILS ENGINEER

REFER & COORDINATE WITH THE GEOTECHNICAL REPORT OF XXX, 2014 JOB NO. XXX BY XXX





INSTALL EROSION CONTROL FABRIC PER MANUFACTURERS RECOMMENDATIONS

TYPICAL SWALE SECTION

N.T.S. SHAPE DITCH ACCORDING TO SITE PLAN

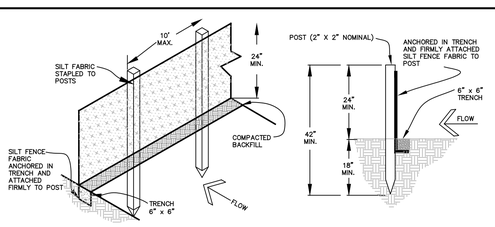
NOTE
SEE THE GRADING, DRAINAGE AND EROSION CONTROL SHEET FOR SWALE LOCATIONS

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL MEET OR EXCEED THE CURRENT CONSTRUCTION AND DESIGN STANDARDS ESTABLISHED BY THE DESIGN GUIDELINES AND TOWN OF MINTURN AND BE SUBJECT TO OBSERVATION BY THE TOWN AND THE PROJECT ENGINEER. IN THE EVENT OF CONFLICT PUD GUIDELINES SUPERCEDE TOWN.
2. THIS DESIGN WAS PREPARED WITHOUT THE BENEFIT OF A SUBSURFACE UTILITY ENGINEERING (SUE) STUDY OR MAP. THIS DESIGN HAS BEEN PREPARED FOR A PRIVATE DEVELOPMENT USING EXISTING UTILITY INFORMATION PROVIDED BY OTHERS. EXISTING UTILITIES ARE SHOWN AS THEY ARE BELIEVED TO EXIST, BUT MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. BOUNDARIES UNLIMITED INC. DID NOT CONFIRM ANY DATA PROVIDED OR PERFORM ANY ADDITIONAL RESEARCH OR NOTIFICATION TO ELEVATE THESE PLANS TO SENATE BILL 18-167 STANDARDS, AS SUCH, BOUNDARIES UNLIMITED INC. MAKES NO GUARANTY, EXPRESSED OR IMPLIED, FOR THE LOCATION OF SUBSURFACE UTILITIES CONTAINED WITHIN THIS PLAN SET. IF THE CLIENT AND/OR CONTRACTOR REQUIRES A SUBSURFACE UTILITY ENGINEERING STUDY OR MAP FOR FULL COMPLIANCE WITH SENATE BILL 18-167, THEN A MORE EXHAUSTIVE INVESTIGATION SHALL BE OBTAINED BY THE CLIENT AND/OR CONTRACTOR PRIOR TO COMMENCING WITH ANY CONSTRUCTION. OTHERWISE, PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER OF ANY POTENTIAL CONFLICTS PRIOR TO UTILITY CONSTRUCTION SO THAT LINE OR GRADE CHANGES CAN BE MADE TO AVOID A CONFLICT WITH ANY EXISTING UTILITY. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION AND, AT NO EXPENSE TO THE CLIENT OR PROJECT ENGINEER, REPAIR ANY DAMAGED UTILITIES.
3. ALL EXCAVATIONS FOR UTILITY LINES, RETAINING WALLS, ROADWAYS, BUILDING STRUCTURES, DRAINAGE FACILITIES AND TRENCHES, SHALL MEET THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), COLORADO INDUSTRIAL COMMISSION, OR THE COLORADO DIVISION OF MINES, WHICH EVER APPLIES. SAFETY IS THE CONTRACTOR'S RESPONSIBILITY. NO OTHER PARTIES ARE RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATING HERETO.
4. COMPACTION MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE TOWN AND THE PROJECT ENGINEER PRIOR TO ACCEPTANCE. COMPACTION SHALL MEET OR EXCEED TOWN REGULATIONS. 95% STANDARD PROCTOR DENSITY IS REQUIRED FOR ALL ROADWAY AND DRIVEWAY SUBGRADE CONSTRUCTION AND TRENCH BACKFILL UNDER THE SAME, & 90% STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER, SEE SOILS REPORT FOR STRUCTURAL FOUNDATION RECOMMENDATIONS.
5. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE STREET RIGHT OF WAY AND PROPERTY OWNED, OR EASEMENTS PROVIDED TO OWNER. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER INVOLVED. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL ENSURE DRAINAGE AWAY FROM ALL STRUCTURES IN ALL DIRECTIONS. DO NOT ALLOW WATER TO POND ON-SITE, PROVIDE SWALES TO DRAINAGE STRUCTURES AND RUNOUT. SHALLOW DRAINAGE SWALES HAVE A TENDENCY OVER TIME TO FILL IN & BECOME LESS EFFECTIVE. PERIODIC MAINTENANCE, AT LEAST TWICE A YEAR, IS NECESSARY TO CHECK THE INTEGRITY OF THE SWALE & MAINTAIN DRAINAGE CHARACTERISTICS. BUILDING FOUNDATION WALL HEIGHT TO BE A MINIMUM OF 6" ABOVE FINISH GROUND AT EXTERIOR WALL.
7. THE CONTRACTOR SHALL AT ALL TIMES KEEP TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.
8. ON-SITE OBSERVATIONS AND REVIEW CONDUCTED BY THE TOWN OR THE PROJECT ENGINEER OF CONSTRUCTION WORK IN PROGRESS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY BY THE TOWN OR THE PROJECT ENGINEER OF THE COMPLETED WORK AND THE CONTRACTOR'S RESPONSIBILITIES.
9. THE CONTRACTOR SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO SIGNIFICANTLY REDUCE ANY POTENTIAL POLLUTION CAUSED BY HIS ACTIVITIES, INCLUDING VEHICLE FUELING, STORAGE OF FERTILIZERS OR CHEMICALS, ETC. THE CONTRACTOR SHALL HAVE IDENTIFIED PROCEDURES FOR HANDLING POTENTIAL POLLUTANTS AND IDENTIFIED SPILL PREVENTION AND RESPONSE PROCEDURES PRIOR TO ANY ACTIVITIES AT THE PROJECT SITE.
10. THE CONTRACTOR SHALL NOT SCALE DRAWINGS FOR CONSTRUCTION PURPOSES. ANY MISSING DIMENSIONS OR DISCREPANCIES IN PLANS, FIELD STAKING, OR PHYSICAL FEATURES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER. IF THE CONTRACTOR PROCEEDS WITH THE WORK WITHOUT NOTIFYING THE ENGINEER, HE DOES SO AT HIS OWN RISK.
11. DISPOSAL OF TRASH, ASPHALT, CONCRETE AND CONSTRUCTION DEBRIS IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE CONSIDERED PART OF THE WORK.
12. HORIZONTAL & VERTICAL INFORMATION FOR EXISTING PROPERTY LINES, TOPOGRAPHY, ROADWAY, UTILITIES & DRAINAGE STRUCTURES WERE TAKEN FROM THE DESIGN DRAWINGS FOR THE MINTURN NORTH PUD, ALSO SEE LANDSCAPE, ARCHITECTURAL AND STRUCTURAL ENGINEERING PLANS FOR ADDITIONAL BUILDING AND LANDSCAPE INFORMATION.
13. IN NON HARDSCAPE AREAS, GRADE AT A MINIMUM OF 12" IN THE FIRST 5 FEET AWAY FROM THE STRUCTURE, OR AS DIRECTED BY THE GEOTECHNICAL STUDY. EXTERIOR BACKFILL SHOULD BE ADJUSTED TO NEAR OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN PAVEMENT AREAS AND TO AT LEAST 90% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. SEE & FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL SUBSOIL STUDY BY KUMAR & ASSOCIATES, INC. DATED _____, JOB NO. _____.
14. ALL PRODUCT INFORMATION SHOWN IS AS PROVIDED BY THE MANUFACTURER. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE INSTALLATION OF ALL MATERIALS WITH SPECIAL ATTENTION TO PROPER SEALING OF MATING SURFACES. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE DELIVERED PRODUCTS AND THOSE SHOWN ON THIS PLAN.
15. FOUNDATION AND RETAINING WALL DESIGNS TO BE OBTAINED FROM, OR VERIFIED BY THE PROJECT STRUCTURAL OR GEOTECHNICAL ENGINEER.
16. THE FOUNDATION DRAIN SYSTEM SHALL BE INSTALLED PER THE RECOMMENDATION OF THE STRUCTURAL AND GEOTECHNICAL ENGINEERS.
17. THE SURVEYOR RESPONSIBLE FOR STAKING THE FOUNDATION OF THE HOUSE IS RESPONSIBLE TO MAKE SURE HE HAS THE LATEST SITE, FOUNDATION & ARCHITECTURAL PLANS AVAILABLE, ALONG WITH ANY UPDATED LOTLINE, SETBACK & EASEMENT INFORMATION.
18. INSTALL ROOF GUTTERS AND DOWNSPOUTS THAT DISCHARGE WELL BEYOND THE LIMITS OF ALL BACKFILL. CONFIRM DOWNSPOUT DRAINAGE HAS GOOD POSITIVE GRADE RUNNING AWAY FROM THE HOUSE. STORM DRAIN PIPES TO BE INSTALLED WITH 1% MINIMUM SLOPE TO THE OUTFALL POINTS. HEAT TAPE SHALL BE INSTALLED IN ALL EXTERIOR ROOF GUTTERS, DRAIN PIPES, DOWNSPOUTS, AREA DRAINS, TRENCH DRAINS, STORM DRAIN PIPES AND GRATED STRUCTURES.
19. LANDSCAPING WHICH REQUIRES REGULAR HEAVY IRRIGATION SUCH AS SOD, AND LAWN SPRINKLER HEADS SHOULD BE LOCATED AT LEAST 10 FEET FROM FOUNDATION WALLS.
20. ACCUMULATED SNOWFALL SHALL BE REMOVED TO GRASS AREA TO ENSURE THAT PROPER DRAINAGE AWAY FROM THE BUILDING IS MAINTAINED.
21. FINISH GRADE & SPOT ELEVATIONS AT THE EXTERIOR OF THE STRUCTURE ASSUME THAT THE FOUNDATION WALLS EXTEND ABOVE THE BUILDING FINISH FLOOR & HANGER FLOOR JOISTS ARE USED. EXTERIOR GRADE TO BE A MINIMUM OF 6" BELOW TOP OF FOUNDATION WALL. THE FOUNDATION WALL HEIGHT MAY NEED TO BE EXTENDED IN ORDER TO ACHIEVE POSITIVE DRAINAGE AWAY FROM THE STRUCTURE.
22. INSTALL DEEP & SHALLOW UTILITY SERVICES ACCORDING TO RESPECTIVE UTILITY COMPANY OR METRO DISTRICT SPECIFICATIONS AND REGULATIONS. HORIZONTAL LOCATIONS OF SERVICE LINES ARE SUGGESTIONS ONLY. PROPOSED UTILITY SERVICES TO THE RESIDENCE MAY BE VARIED FROM THE LOCATIONS SHOWN. ALL WATER AND SEWER SERVICES SHALL BE INSTALLED PER METRO DISTRICT REGULATIONS.
23. DRAINAGE PIPES CALLED OUT AS ADS SHALL BE ADVANCED DRAINAGE SYSTEMS N-12 WATER RESISTANT PIPE (ADS N-12-WT) OR ENGINEER APPROVED EQUAL. ALL PIPES SHALL BE INSTALLED WITH WATERTIGHT CONNECTIONS.
24. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITTING FOR CONSTRUCTION FROM THE APPROPRIATE GOVERNMENTAL ENTITIES.
25. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.

GENERAL NOTES

N.T.S.



EROSION CONTROL NOTES:

1. IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL MEASURES SHALL PRECEDE STRIPPING OF NATIVE VEGETATIVE COVER AND AS GRADING PROGRESSES.
2. ALL TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. STRAW BALE DIKES OR SILT FENCING MAY REQUIRE PERIODIC REPLACEMENT. SEDIMENT TRAPS WILL REQUIRE PERIODIC SEDIMENT REMOVAL.
3. INSTALL PERMANENT EROSION FABRIC IN THE FLOW LINES OF DRAINAGE SWALES.

SEDIMENT CONTROL FENCE DETAIL

N.T.S.

Boundaries Unlimited Inc.
Civil Engineering Surveying & Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR Review CONSTRUCTION

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811 Know what's below. Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 3, Minturn North P.U.D.

Details and Notes
Revised DRB Submittal 7/10/24

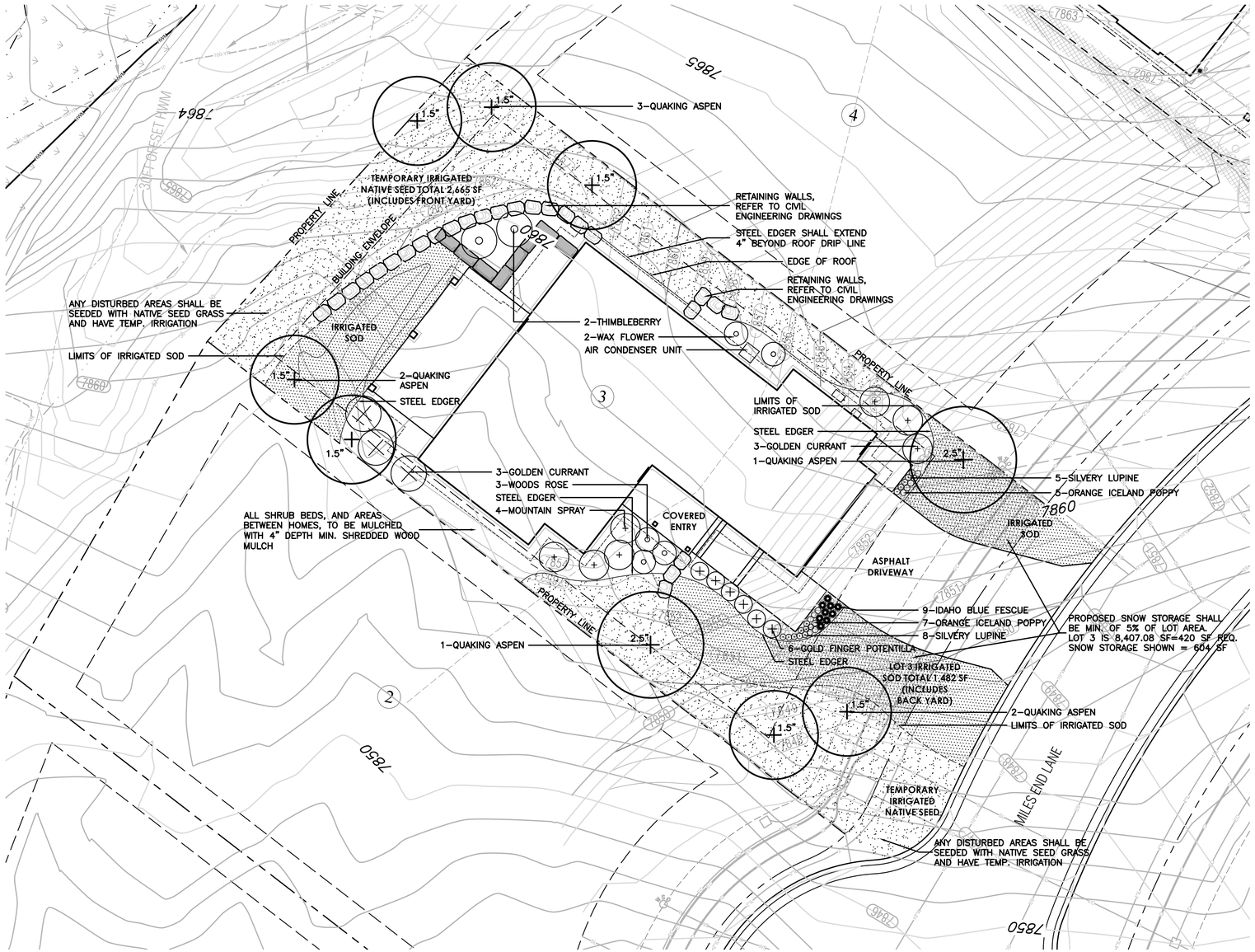
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO. **23035**
Designer: **PAH**
Drafter: **BUI**
Date: **5/10/24**

Sheet **C2**

File Name: ***lot 3 sp-01.dwg***

N:\PROJECTS\2023\23035-Minturn North Individual Lots\dwg\Lot 3 Gioscoscher\Lot 3 SP-01.dwg 7/10/2024 10:03 AM



LEGEND

- IRRIGATED SOD, REFER TO L2 FOR DETAILS
- NATIVE SEED MIX WITH TEMPORARY IRRIGATION, REFER TO L2 FOR DETAILS
- PROPOSED BOULDER RETAINING WALL, REFER TO CIVIL ENGINEERING FOR DETAILS
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS SHRUBS
- PROPOSED ORNAMENTAL GRASSES
- PROPOSED FLOWERING PERENNIALS
- SNOW STORAGE AREA

Know what's below. Call before you dig.

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.

LOT 3 - LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 14, 2024
REVISIONS:

0 5 10 20
SCALE: 1"=10'-0"

DRB SUBMITTAL

SHEET TITLE:
PROPOSED LANDSCAPE PLAN

SCALE: 1"=10'-0"
SHEET NUMBER:
L1

General Notes and Specifications:

1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and Town of Minturn standards.
4. See Civil Engineering sheets for final grading and drainage.
5. Snow Storage area shall be a min. of 25% of all driveway and parking areas.

Revegetation Notes:

1. Seed shall be broadcast and raked to ¼" depth.
2. Apply Biodegradable Green Dyed-Wood Celluose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
3. Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ⅓ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:

Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop–Up Spray Irrigation For Bluegrass Sod	1,482 SF
	Permanent micro–spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	9 TREES x 4.5 SF = 40.5 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,644 SF
	Temporary Spray Irrigation For Native Seed	2,665 SF

IRRIGATION NOTES:

1. DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED SOD, NATIVE SEED GRASS, AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MICRO–SPRAY HEADS OR DRIP IRRIGATION, DEPENDING ON PLANT MATERIAL, IN PERENNIAL AND GROUNDCOVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE, AND POP–UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
2. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.

ALL DISTURBED AREAS SHALL BE SEEDED WITH: 'DRY NATIVE MOUNTAIN' SEED MIX

THIS SEED MIX HAS BEEN CHOSEN FOR THE SPECIFIC PROJECT LOCATION AND ELEVATION. LANDSCAPE INSTALLER SHALL NOT DEVIATE FROM THIS REVEGETATION SEED MIX WITHOUT WRITTEN APPROVAL FROM THE RESORT CONCEPTS SITE MANAGER.

COMMON NAME	SEEDING RATE % MIX	BULK LBS PER ACRE
SANDBERG BLUE	10%	5.00
MOUNTAIN BROME	20%	10.00
SLENDER WHEATGRASS	15%	7.50
BLUEBUNCH WHEATGRASS	10%	5.00
ROCKY MOUNTAIN FESCUE	10%	5.00
THICKSPIKE WHEATGRASS	15%	7.50
BOTTLEBRUSH SQUIRRELTAIL	2.5%	1.25
STREAMBANK WHEATGRASS	15%	7.50
PRAIRIE JUNEGRASS	2.5%	1.25
TOTAL LBS./ACRE	100%	50

NOTES:

PERCENTAGES OF MIXES VARY YEAR–TO–YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY, CO 80632.
PHONE: 1–800–782–5947
WEBSITE: PAWNEEBUTTESSEED.COM

PROPOSED PLANT MATERIALS LIST

Note: All plant material has been chosen from the CSU Extension Office recommended plant lists. These lists have been cross referenced to find suitable plants for the elevation of Minturn (10,000 ft and above), and also to maximize use of plants native to the area, low-water use plants, and plants that enhance habitat and food sources for insects, butterflies, birds and other animals. The cross referenced lists are the following:

- CSU Extension, Fire Wise Plant Materials - 6.305
- CSU Extension, Trees and Shrubs for Mountain Areas - Fact Sheet No. 7.423
- CSU Extension, Low-Water Native Plants for Colorado Gardens, Mountains 7,500' and Above - CO Native Plant Society
- CSU Extension, Native Trees for Colorado Landscapes - Fact Sheet No. 7.421
- CSU Extension, Native Shrubs for Colorado Landscapes - Fact Sheet No. 7.422

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
	DECIDUOUS TREES			
5	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
4	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
	ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)			
9	Idaho Fescue Grass, Festuca idahoensis 'Siskiyou Blue'	1 & 2	1 gal.	Container Full
	PERENNIAL FLOWERS (planted @ 12" O.C. spacing)			
12	Orange Iceland Poppy Papaver nudicaule	1 & 2	Flats of 15 or 32	
13	Silvery Lupine Lupinus argenteus	1 & 2	Flats of 15	
	DECIDUOUS SHRUBS			
6	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
6	Goldfinger Potentilla Potentilla fruticosa 'Goldfinger' or 'Gold Drop'	1 & 2	5 gal.	Container, 5 canes minimum 12"–18" ht.
4	Mountain Spray Holodiscus dumosus	1 & 2	5 gal.	Container, 5 canes minimum 18"–24" ht.
2	Thimbleberry Rubus parviflorus	1 & 2	5 gal.	Container, 5 canes minimum 18"–24" ht.
2	Waxflower Jamesia americana	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
3	Wood's Rose Rosa woodsii	1 & 2	5 gal.	Container, 5 canes minimum 12"–18" ht.

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PO BOX 3000, PMB 301
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P. 303.572.7876
TTownsend@ResortConceptsCO.com

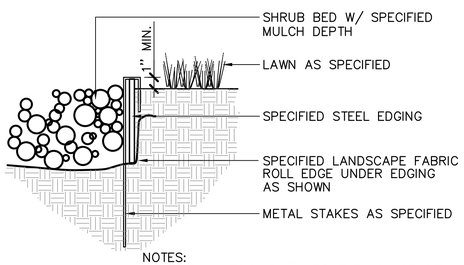
MINTURN NORTH P.U.D.
LOT 3 - LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 14, 2024
REVISIONS:

DRB SUBMITTAL

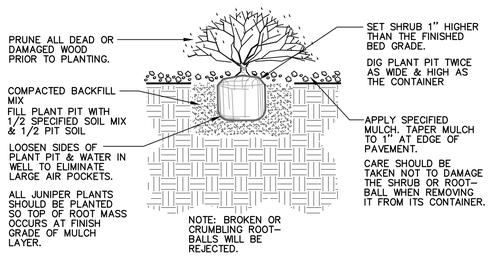
SHEET TITLE:
LANDSCAPE NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER: L2

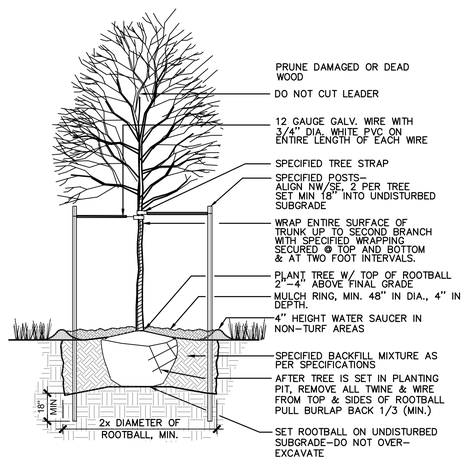


NOTES:
1) SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
2) EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
3) ALL JOINTS TO BE SECURELY STAKED.
4) CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

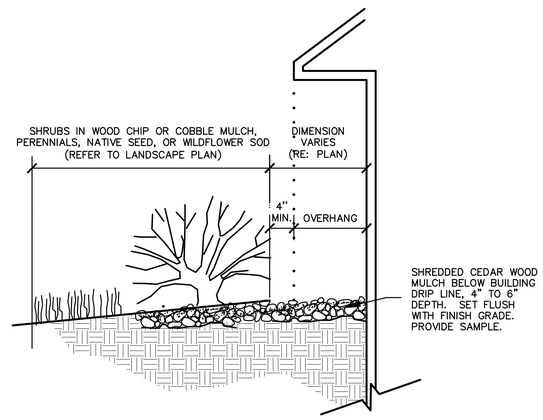
1 L2 STEEL EDGER — NOT TO SCALE



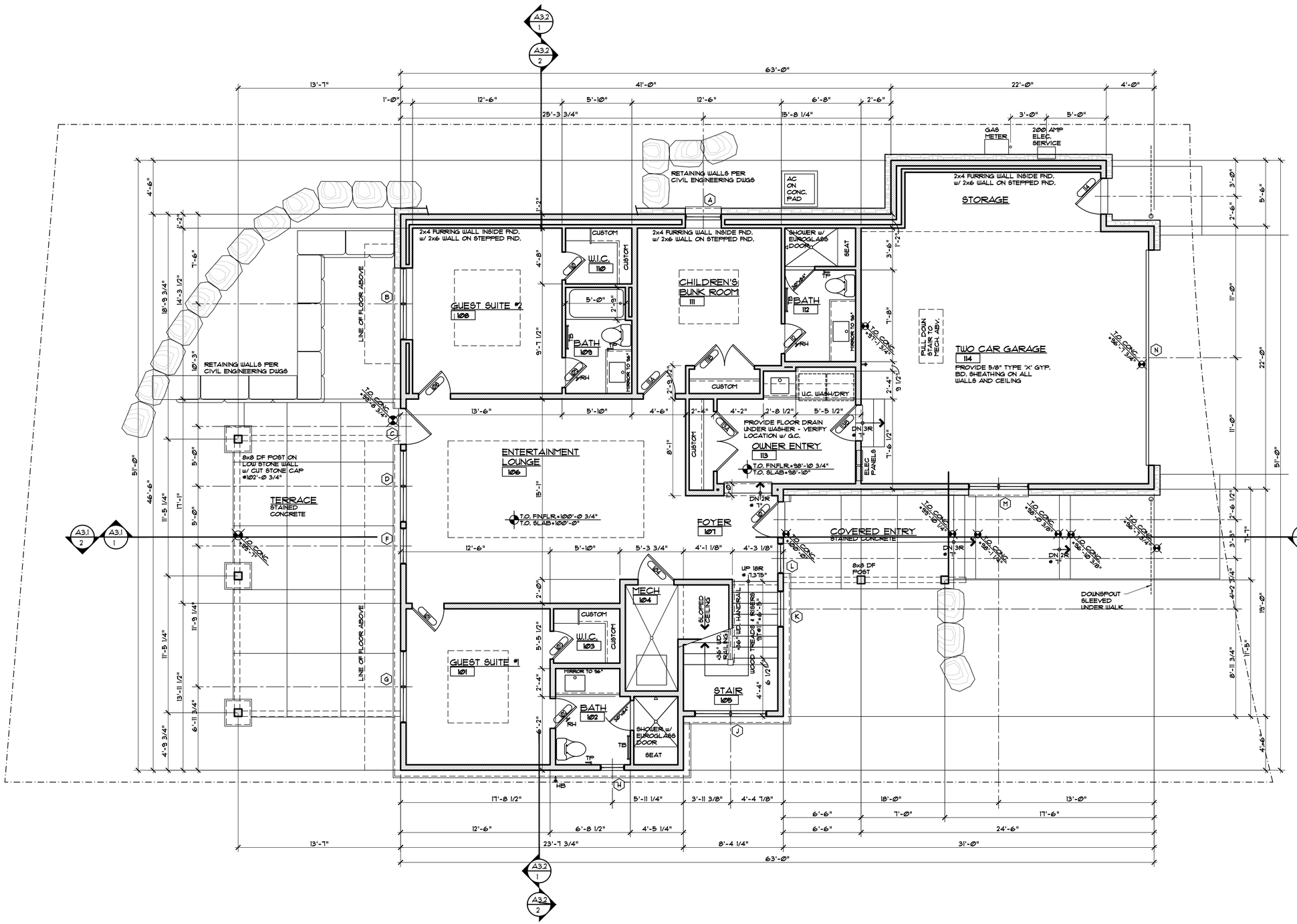
2 L2 SHRUB PLANTING — NOT TO SCALE



3 L2 DECIDUOUS TREE PLANTING — NOT TO SCALE



4 L2 MULCH ARMORED DRIP LINE — NOT TO SCALE



GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY.).
6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL/LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
7. FRAMING CONTRACTOR TO PROVIDE BLOCKING FOR ALL SURFACE MOUNTED ACCESSORIES AND SHALL COORDINATE PLACEMENT WITH ON-SITE SUPERVISOR PRIOR TO INSTALLATION.
8. VERIFY ALL VENTING, DUCTWORK, SUPPLY AND RETURN AIR LOCATIONS W/ HVAC CONTRACTOR PRIOR TO COMPLETION OF FRAMING & ELECTRICAL ROUGH-IN. GENERAL CONTRACTOR TO APPROVE ALL LOCATIONS.
9. DROPPED CEILING AND SOFFIT LOCATIONS SHALL BE APPROVED BY ON-SITE SUPERVISOR AND COORDINATED W/ M.E.P. SUB-CONTRACTORS PRIOR TO INSTALLATION.
10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD, U.N.O.

LOWER LEVEL PLAN

1/4" = 1'-0"

1,308 SF LIVING + 58 SF MECH + 601 SF GARAGE=2,167 SF

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EGGERS ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

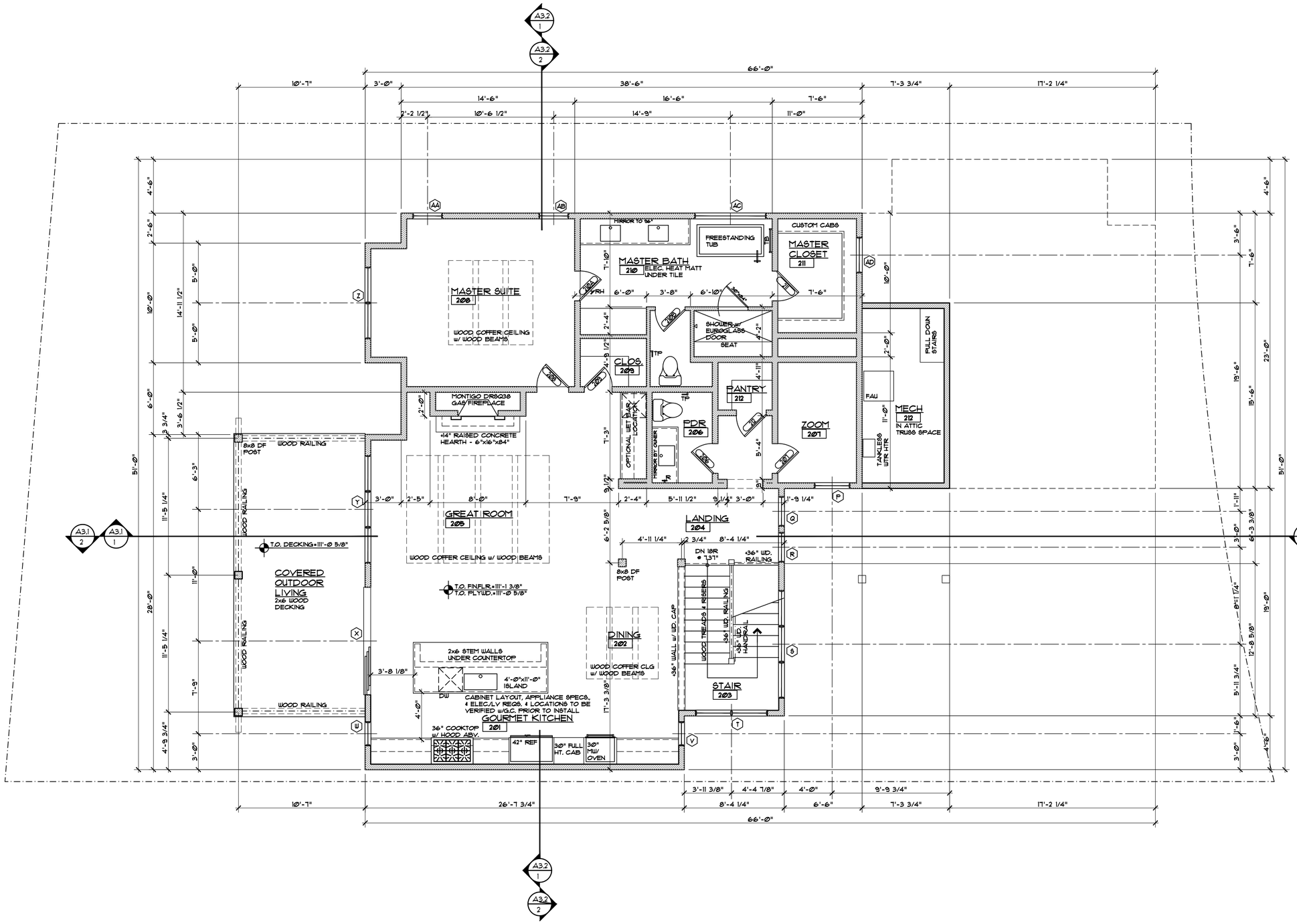
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

GOICOECHEA
LOT 03
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

ISSUED #	DATE	BY	COMMENTS
1	6-14-24	DUE	DRB SUBMITTAL SET

A1.1



MAIN LEVEL PLAN

1/4" = 1'-0"

1,658 SF LIVING

GENERAL NOTES:

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GOICOECHEA
LOT 03
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

ISSUED #	DATE	BY	COMMENTS
1	6-14-24	DUE	DRB SUBMITTAL SET

A1.2

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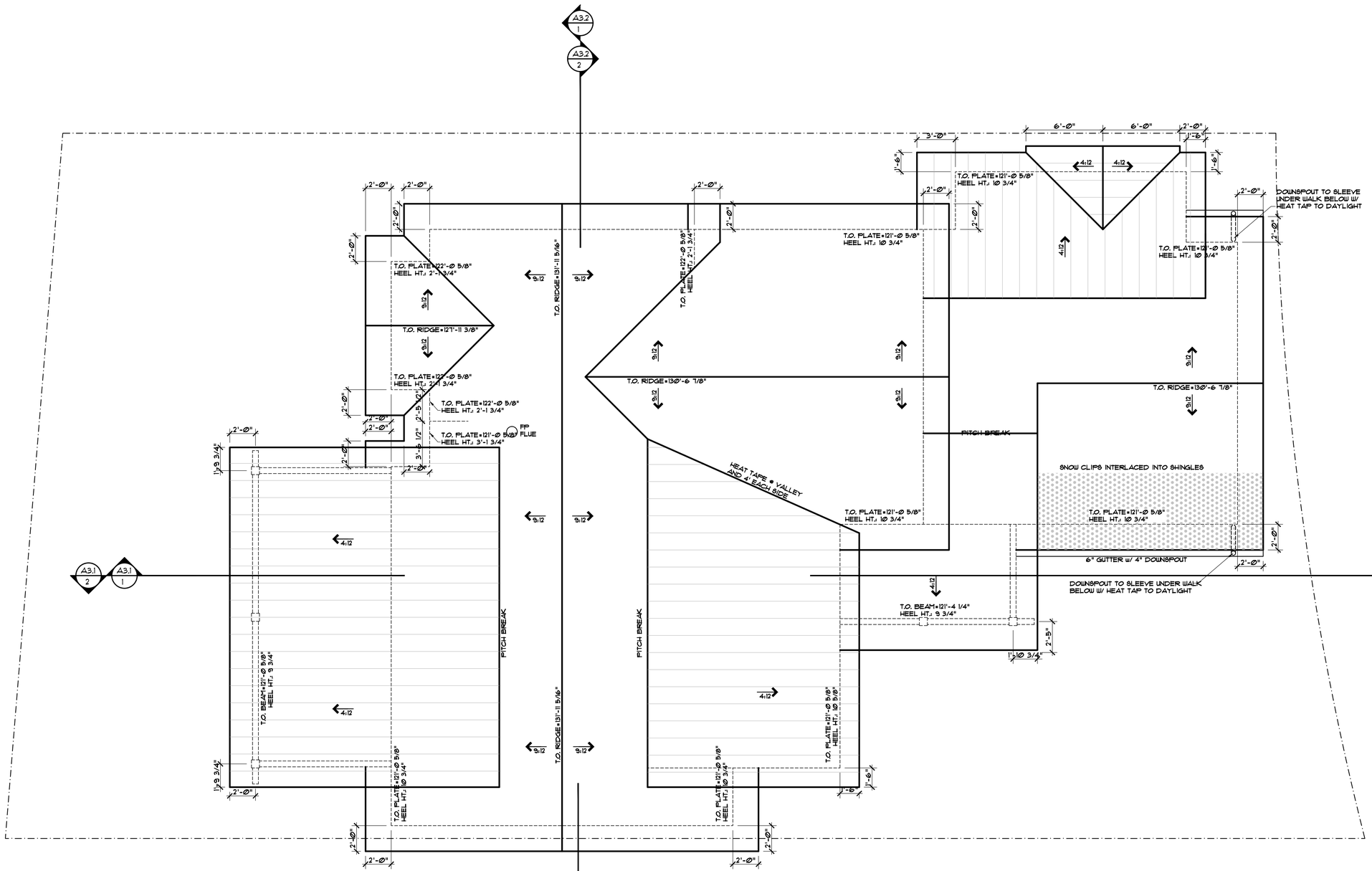

GENERAL NOTES:

1. PRIMARY ROOF PITCHES ARE 9:12, SECONDARY ROOF PITCHES ARE 4:12.
2. PRIMARY ROOFING MATERIAL IS CERTAINTEED BELMONT IR ASPHALT SHINGLES.
3. SECONDARY ROOF MATERIAL IS MECHANICALLY SEAMED DOUBLE LOCK STANDING SEAM METAL.
4. ALL GUTTERS & DOWNSPOUT TO MATCH METAL ROOF COLORS AND HAVE HEAT TAPE TO DAYLIGHT.
5. ALL VENTS AND PENETRATIONS TO BE PAINTED MATTE BLACK.
6. SNOW FENCE IS S-5 BLIZZARD II DOUBLE PIPE w/ S-5-S CLAMPS by ROCKY MOUNTAIN SNOW GUARDS.
7. SNOW CLIPS INTERLACED IN SHINGLES WHERE HATCHED. CLIPS TO MATCH COLOR OF ROOFING.
8. DIMENSIONS ON ROOF PLAN ARE FACE OF STUD OR CENTER OF POST/BEAM TO FACE OF FINISHED FASCIA.
9. TOP OF PLATE HEIGHTS ARE TO TOP OF FLAT PLATE OR LOW POINT OF BEVELED PLATE.
10. TOP OF BEAM HEIGHTS ARE TO TOP OF FLAT BEAM OR HIGH POINT OF BEVELED BEAM.
11. HEEL HEIGHTS ARE PLUMB DIMENSION AT OUTSIDE FACE OF BEARING.
12. RIDGE HEIGHTS ARE TO FRAMING MEMBERS, NOT ROOF SHEATHING.
13. REFER TO ROOF ELECTRICAL PLAN FOR CLEAR ROOF REQUIREMENTS PER I.E.C.C.

ROOF PLAN

1/4" = 1'-0"

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EGGERS ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

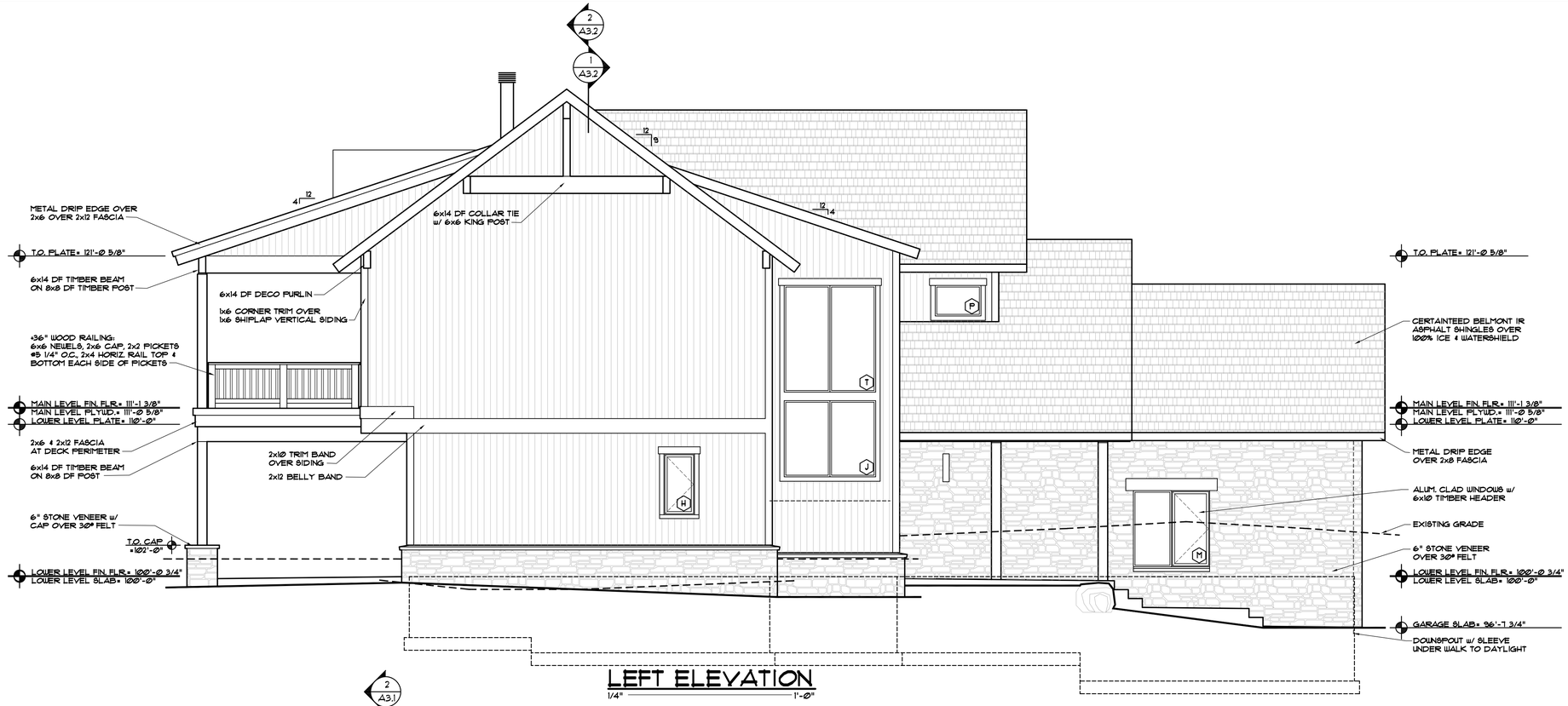
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

GOICOECHEA
LOT 03
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

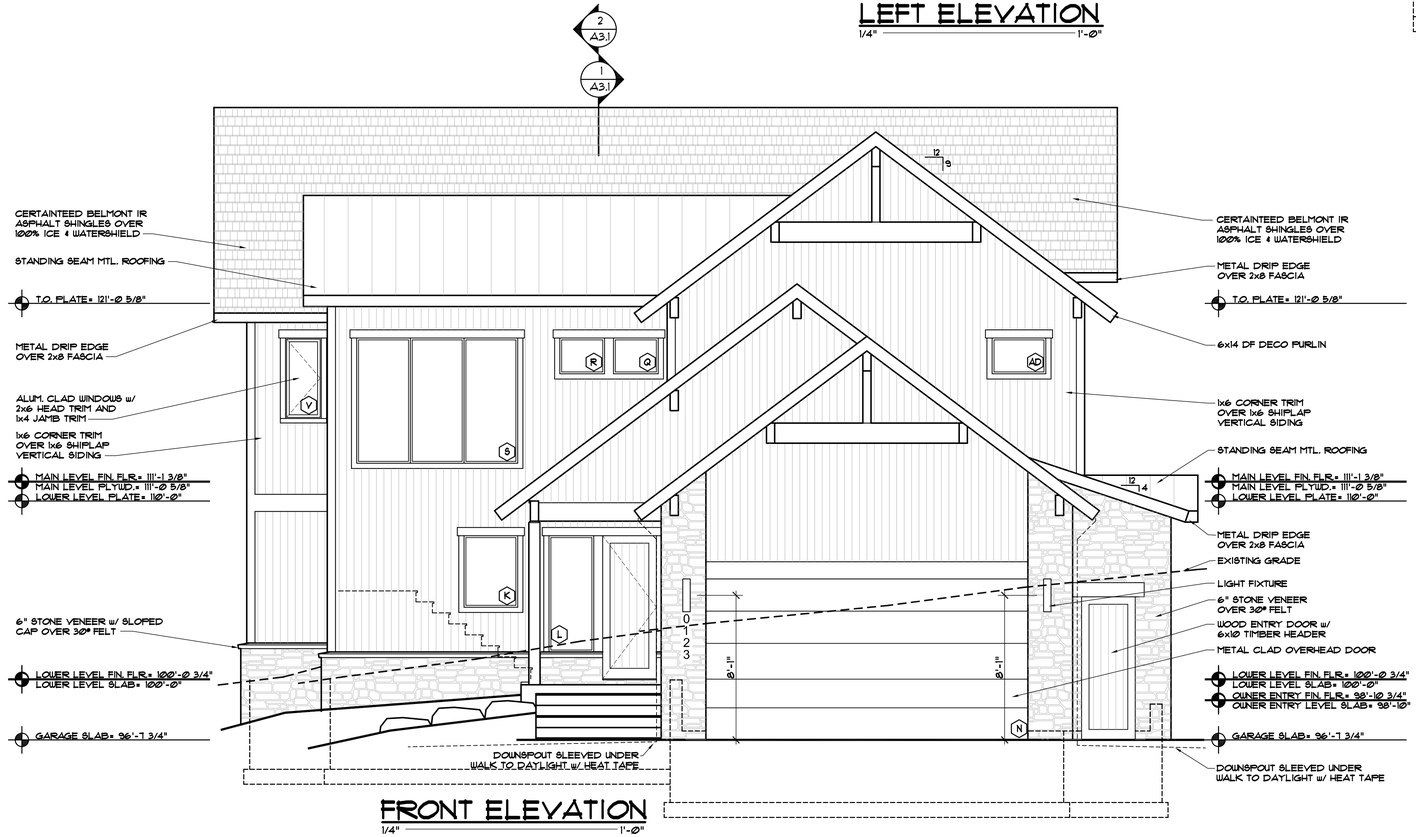
ISSUED #	DATE	BY	COMMENTS
1	6-14-24	DWE	DRB SUBMITTAL SET

A1.3



LEFT ELEVATION

1/4" = 1'-Ø"



FRONT ELEVATION

1/4" = 1'-Ø"

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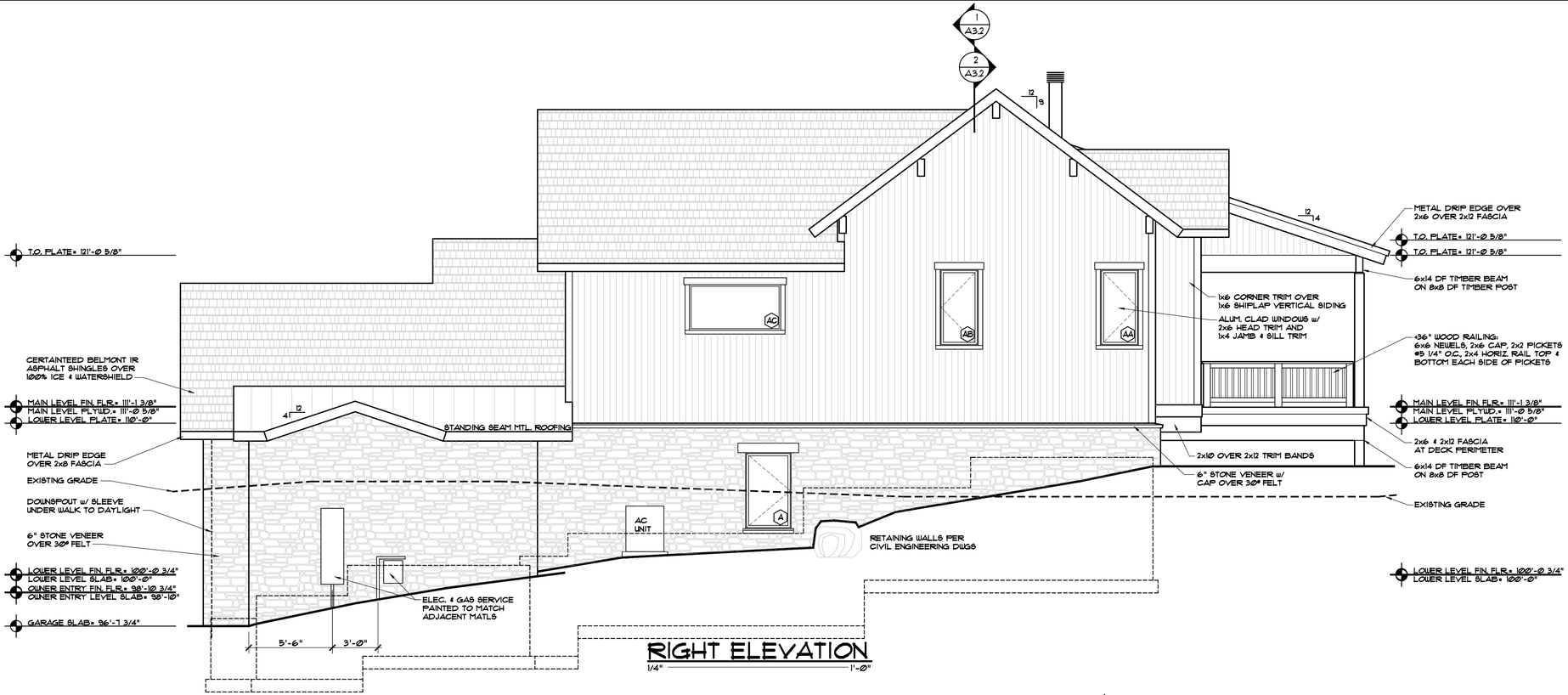
PROJECT NO: 2412-22 L03

ISSUED #	DATE	BY	COMMENTS
2	7-10-24	DUE	REVISED DRB SUBMITTAL
1	6-14-24	DUE	DRB SUBMITTAL SET

A2.1



RIGHT ELEVATION

1/4" = 1'-Ø"



REAR ELEVATION

1/4" = 1'-Ø"

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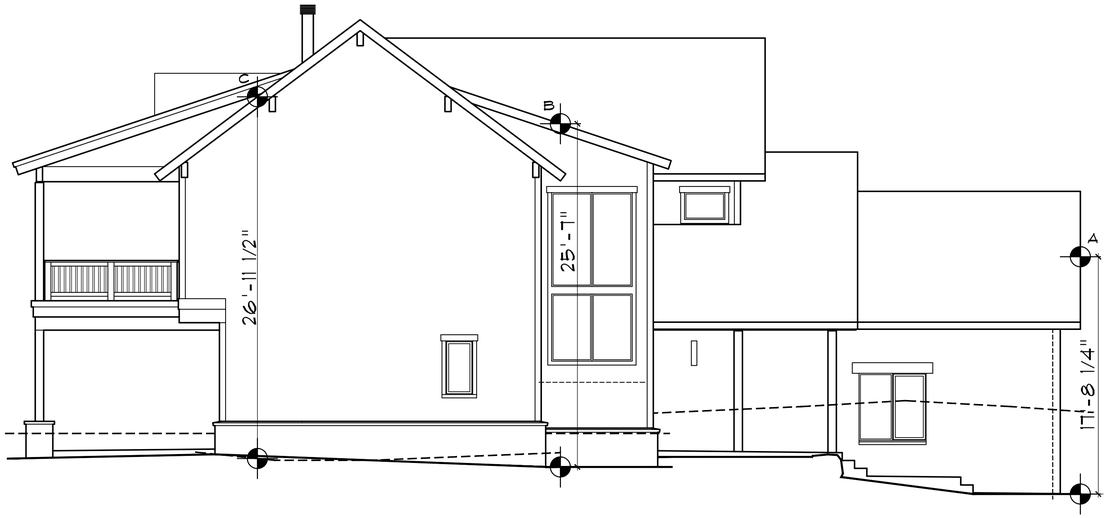
PROJECT NO: 2412-22 L03

ISSUED			
#	DATE	BY	COMMENTS
1	6-14-24	DUE	DRB SUBMITTAL SET

A2.2



LEFT ELEVATION
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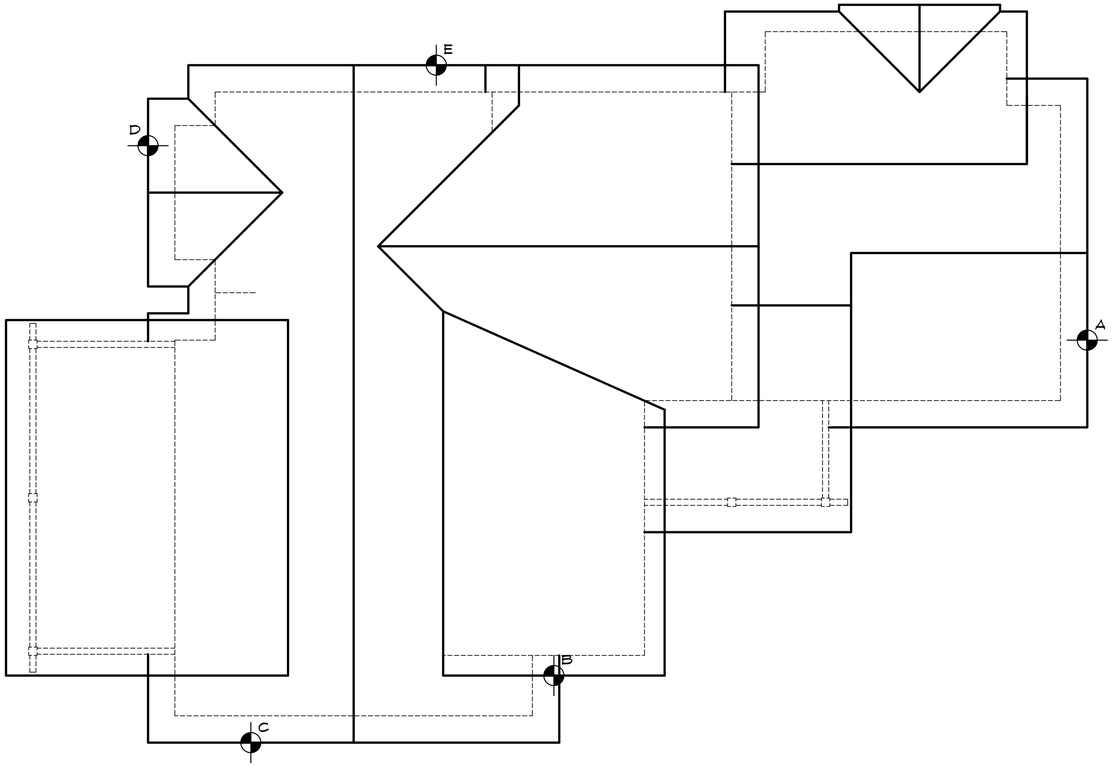

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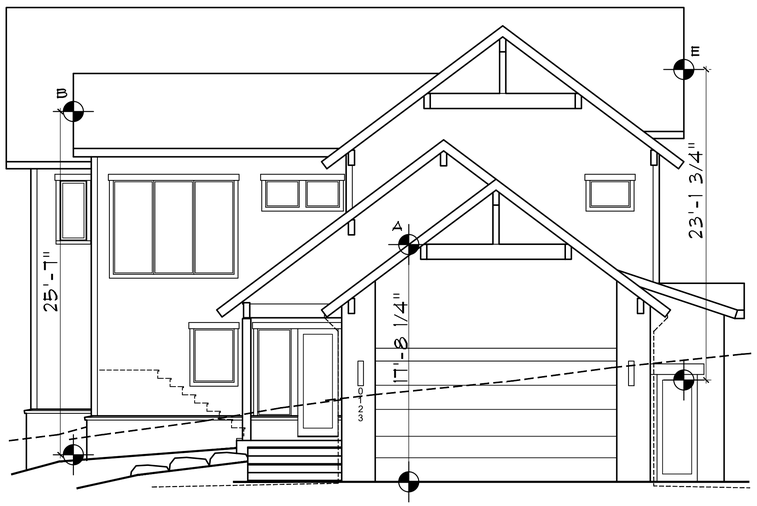

FRONT ELEVATION
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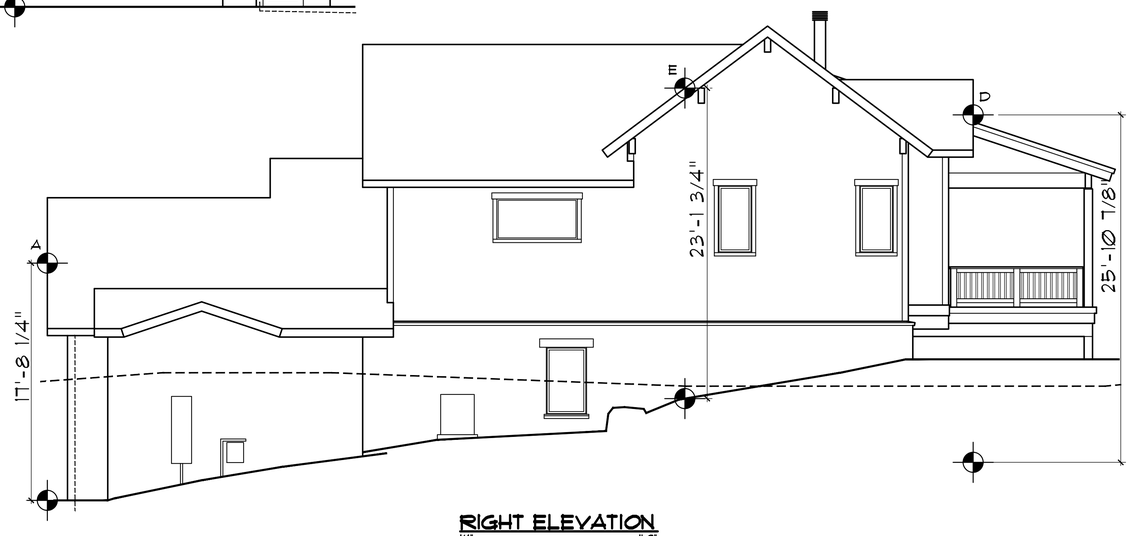

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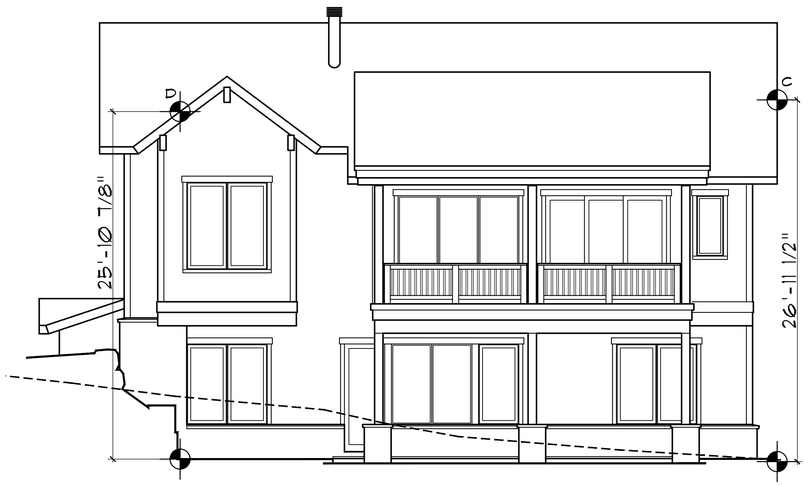

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ISSUED

#	DATE	BY	COMMENTS
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BH1

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

Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Eric Rippeth
Darell Wegert

Design Review Board Hearing

Final Plan Review for New Home

0024 Silver Star Trail

Hearing Date:	July 24, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Rick Hermes
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 36
Address:	0024 Silver Star Trail
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	**Approval**

Staff Report

I. Summary of Request:

The Applicant, Rick Hermes, requests Final Plan review of a new, four-bedroom, 3,305 (gross) square foot single-family residence located at 0024 Silver Star Trail in the Game Creek Minturn North PUD Zone District. The Applicant, Rick Hermes of the Minturn North Construction Company, has been proactive in meeting with Town staff prior to submitting plans for a new home and has provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans
The plans show a two-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet 11 and ¼ inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

Additionally, the massing, forms, and scale of the proposed structure, as well as proposed exterior materials, textures and detailing also appear to achieve the design objectives of Appendix B – *Design Guidelines and Standards,* Minturn Municipal Code.

Parking is adequate, with four off-street spaces, two of which are provided within the garage. The plans show the entry level with two bedrooms and garage, and the main level has the primary living area and two more bedrooms.

According to staff's analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town's standards.

Overall, staff believes that the Applicants and their representative have provided a complete, detailed set of plans necessary to complete a thorough final plan review.

As a reminder, the Planning Commission has the option to review the proposal as a "conceptual" plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or the Commission may take action to approve, approve with conditions, or deny the Final Plans.

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

These plans are being presented by the Applicant as "Final Plan" level of review for a new single-family residential structure on a legally created lot within the Town of Minturn. This is a formal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB's concerns or feedback regarding suggested revisions to the project.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve the plans without conditions, or to approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions, additions or updates to the plans.
No variances are required or requested at this time.

Design Review Process
Appendix 'B' of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection "d" below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.

(2) Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:

a. The proposal's adherence to the Town's zoning regulations.
b. The proposal's adherence to the applicable goals and objectives of the Community Plan.
c. The proposal's adherence to the Design Standards.

(3) Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:

a. That the proposal is in conformance with the Town zoning regulations.
b. That the proposal helps achieve the goals and objectives of the Community Plan.
c. That the proposal complies with the Design Standards.

Staff suggests that the final plans for 0024 Silver Star Trail meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

Zoning
The subject property is located within the "Game Creek Character Area" Minturn North PUD Zone District Planning Area 2 (PA-2), described as follows:

> *"The primary intent of this Planning Area is to create a market rate, permanent resident occupied single-family residential use zone."*
> *- Ordinance No. 15 – Series 2023 Minturn North PUD Guide*

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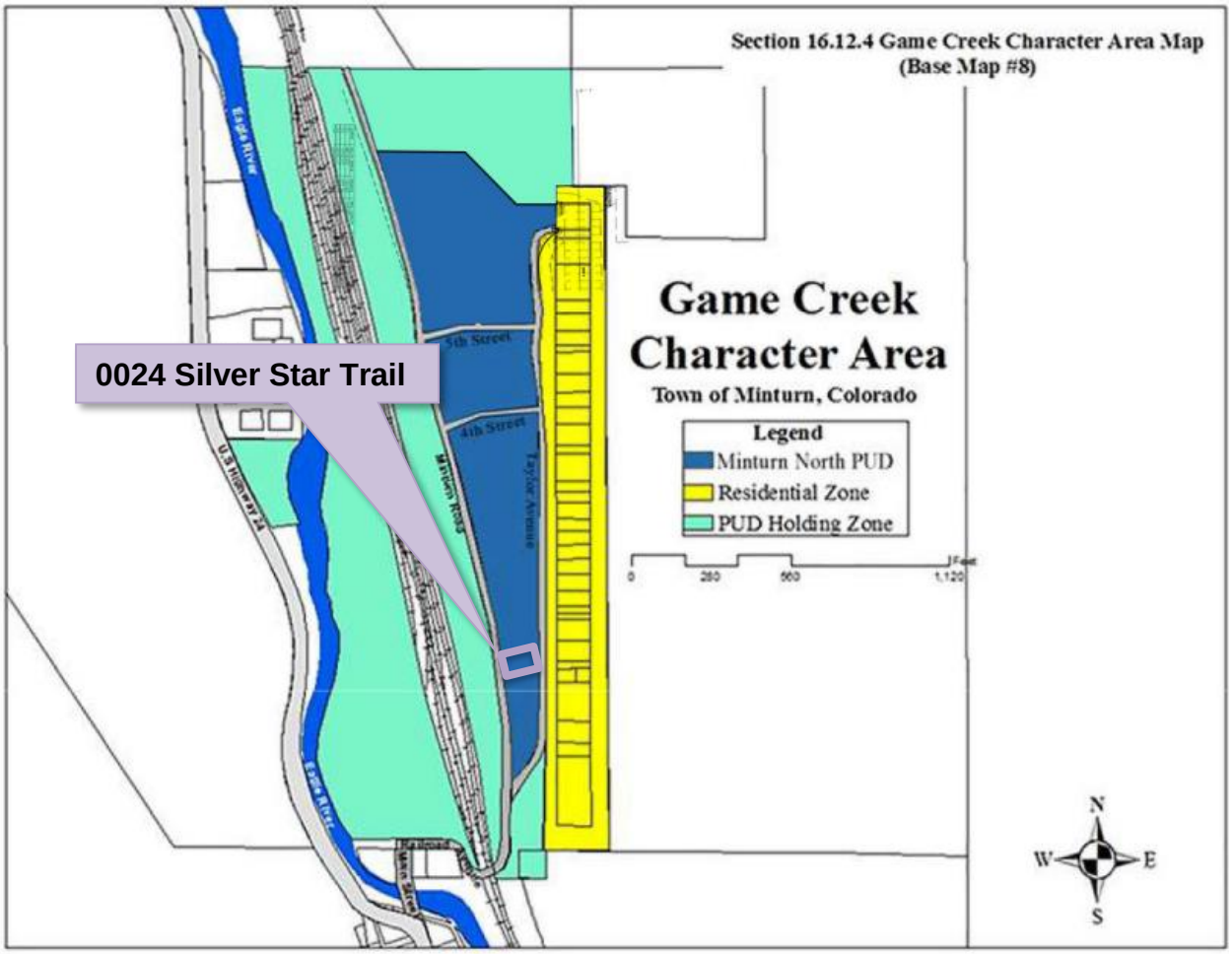
Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant the approved Final Development Plan for the Minturn North PUD.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	4,486.68 sq. ft.	4,486.68 sq. ft. (.103 ac.)
Maximum Building Height:	28 feet	27 feet – 11 1/4 inches
Minimum Front Setback:	20 feet	20+ feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10 feet

Maximum Lot Coverage:	50% (2,243.34 sq. ft.)	2,032 sq. ft. (45.29%) Proposed
Maximum Impervious Coverage:	65% (2,916.3 sq. ft.)	2,263 sq. ft. (50.44%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (4,486.68 sq. ft. x .05 = 224.3 sq. ft.)	350 sq. ft.
Parking:	2 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design
In addition to the development standards listed above, the following general design principles are provided for reference.

Final Site, Grading and Drainage Design
The Minturn Design Guidelines encourage designs that integrate or account for site topography and existing conditions, surrounding conditions, solar orientation, placement on lots relative to streets and natural features, snow storage and snow shed from roof structures.

Mass and Form
The following excerpt from the Design Guidelines is applicable to the proposed home design:

"c. Massing and Scale

> *"**A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment.** Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.*
>
> *"Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures."*
>
> *-Town of Minturn Design Guidelines*

Staff Response:
Staff believes that the design and scale of the proposed structure incorporates a simple central form with additive features and is complementary to adjacent residential structures and character on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not overpower surrounding natural and built environments. Proposed roof forms and pitches, materials and textures are compatible and complementary to the surrounding built and natural environments.

V. Issues and Recommended Revisions:

Issues or Required Plan Revisions
Staff has identified no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0024 Silver Star Trail generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

Staff is **recommending approval** of the plans.

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors

June 28, 2024

Madison Harris
Town of Minturn Planner
PO Box 309
Minturn, CO 81645

Re: 24 Silver Star Trail
Lot 36, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled *"Hermes Residence; Lot 36, Minturn North, Minturn Colorado"* prepared March 4, 2024 by Eggers Architecture Inc.(Plans) included in the DRB application for Lot 36, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:
Paragraphs a through e:
"Final Plat: Minturn North PUD" recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through l:
Sheet C.4 of the *"Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24"* prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.4 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:
Sheet BH1 provides Building height information necessary for Planning Staff review.

VAIL VALLEY OFFICE
30 Benchmark Road, Suite 216 I PO Box 978 I Avon, CO 81620
DENVER OFFICE
9618 Brook Hill Lane I Lone Tree, CO 80124
970.949.5072 I info@inter-mtn.net

Madison Harris
Re: 24 Silver Star Trail
Lot 36, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Section (C) (4) Grading & Drainage Plan:
Sheet C1 of the Plans "*Lot 36, Minturn North PUD; Site Grading and Drainage Plan"* prepared June 14, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. Review by Inter-Mountain Engineering in no way relieves any responsibilities of design professionals associated with the project.
Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Michelle Metteer, Scot Hunn, Taylor Hermes Arnold Martinez

RESORT CONCEPTS
REDEFINING THE RESORT EXPERIENCE

June 18, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Hermes Residence
Lot 36 Minturn North – 0024 Silver Star Trail, Minturn, CO 81645
Design Review Letter of Intent

Madison:

The attached submittal includes a single-family residence within the Minturn North neighborhood. The home is subject to the Minturn North PUD Guide, Town of Minturn Code and all pertinent documents approved by the Town Council.

Lot 36 is located at 0024 Silver Star Trail on a downhill sloping undisturbed vacant lot which drops in elevation approximately 6' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

The home exterior is a balanced mix of stone and stucco with appropriate architectural detailing which enhances the mountain vernacular. The landscaping Is Intentionally minimal In-keeping with the intent of the approved Minturn North PUD.

Should you have any questions or need clarifications, please don't hesitate to contact me.

Sincerely,

Taylor Hermes
512.468.3012

PO Box 5127 Edwards, CO 81632
Office: 970-926-1720 | Fax: 970-306-4185
ResortConceptsCO.com

DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner1@minturn.org

Project Name:

Minturn North – Hermes Residence

Project Location

Street Address: 0024 Silver Star Trail

Zoning:	Parcel Number(s):
Residential	2103-262-30-040

Application Request:

Design review of new single-family home

Applicant:

Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone:	Email:
970-926-1720	THermes@ResortConceptsCO.com

Property Owner:

Name: Rick Hermes

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone:	Email:
970-688-1062	RickH@ResortConceptsCO.com

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
0.103 ac	SFH	4	4
# of Stories:	**Snow storage sq ft:**	**Building Footprint sq ft:**	**Total sq ft Impervious Surface:**
2	350 sf	2,032 sf	2,263 sf

Signature:

6/18/24

Fee Paid:_____ **Date Received:**_____ **Planner:**_____

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)

Applicant	Staff	
☑	☐	**Application Fee** (Non-Refundable application fee shall be collected)
		• Design Review Board - $200.00
☑	☐	**Letter of Intent**
		-- What is the purpose of the project including;
☑	☐	• Relevant Background
☑	☐	• Current Status of the Site
☑	☐	• All Proposed Uses and Structures
☑	☐	• How the Proposal Differs from what already exists
☑	☐	• Information regarding Easements or Dedicated Tracts, etc.
☑	☐	**Vicinity Map**
		-- Directional Map indicating how to get to the Property involved in the request.
☑	☐	• Zoning of Property
☑	☐	**Site Plan showing Precise Nature of the Proposed Use –**
☑	☐	**To Scale**
☑	☐	• Scaled Drawings of Proposed Design of Structure
☑	☐	○ Plan View and Sections
☑	☐	• Building Heights – all 4 directions N/S/E/W
☑	☐	• topography
☑	☐	• Building Location and impervious coverage
☑	☐	• Setbacks
☑	☐	• Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant
☑	☐	• Parking Plan
☑	☐	• Traffic Circulation
☑	☐	○ Location and Width of Existing and Proposed Access Points
☑	☐	○ Location of Existing Driveways and Intersections
☑	☐	• Landscaped Area – Plan including existing and proposed vegetation.
☑	☐	• Approximate Location of Existing Wooded Areas and Rock Outcrops
☑	☐	• Location and Type of Existing and Proposed Easements
☑	☐	• Utility Easements
☑	☐	• Drainage Features
☑	☐	• Snow Storage areas expressed in square feet as a percentage of the overall site area
☑	☐	**Preliminary Building Plans and Elevations**
☑	☐	• Indicates Dimensions
☑	☐	• General Appearance
☑	☐	• Scale
☑	☐	• Interior Plan for the Buildings

Elements needed on the Site Plan

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

Architecture Details – Materials Board

- Windows – Placement and Color
- Doors – Placement and Color
- Siding – Type and Color
- Roof Material – Type and Color
- Paint Color

Boundary Survey with a stamp and signature of a licensed surveyor

- Date of survey (survey date must be within 6 months of the project application date
- Right-of-way and property lines; including bearings, distances and curve information.
- Labeled ties to existing USGS benchmark.
- Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
- All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
- Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
- Topographic conditions at two-foot contour intervals.
- Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
- Rock outcroppings and other significant natural features.
- All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
- Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
- Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.

Grading and Drainage Plan

- Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
- Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
- Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
- Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
- Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
- Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
- Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



Columns & Timbers
Color: Custom Stain



Soffits, Fascia & Railing
Stained Concrete



Siding
Stucco
Color: Dover Sky



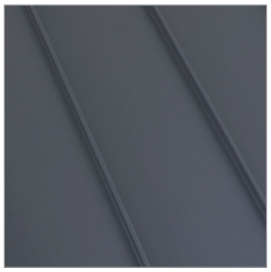
Wood Columns per Plan
Color: Custom Stain



Windows and Doors
Mfg: Alan Bradley Cityline
Color: Matte Black



Roofing
Mfg: CertainTeed Belmont
Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Matte Black



Garage Door
9’-0” x 18’-0” Insulated Metal
Color: Matte Black



Exterior Lighting
Mfg: Hinkley Mist 22" Sconce
Color: Satin Black



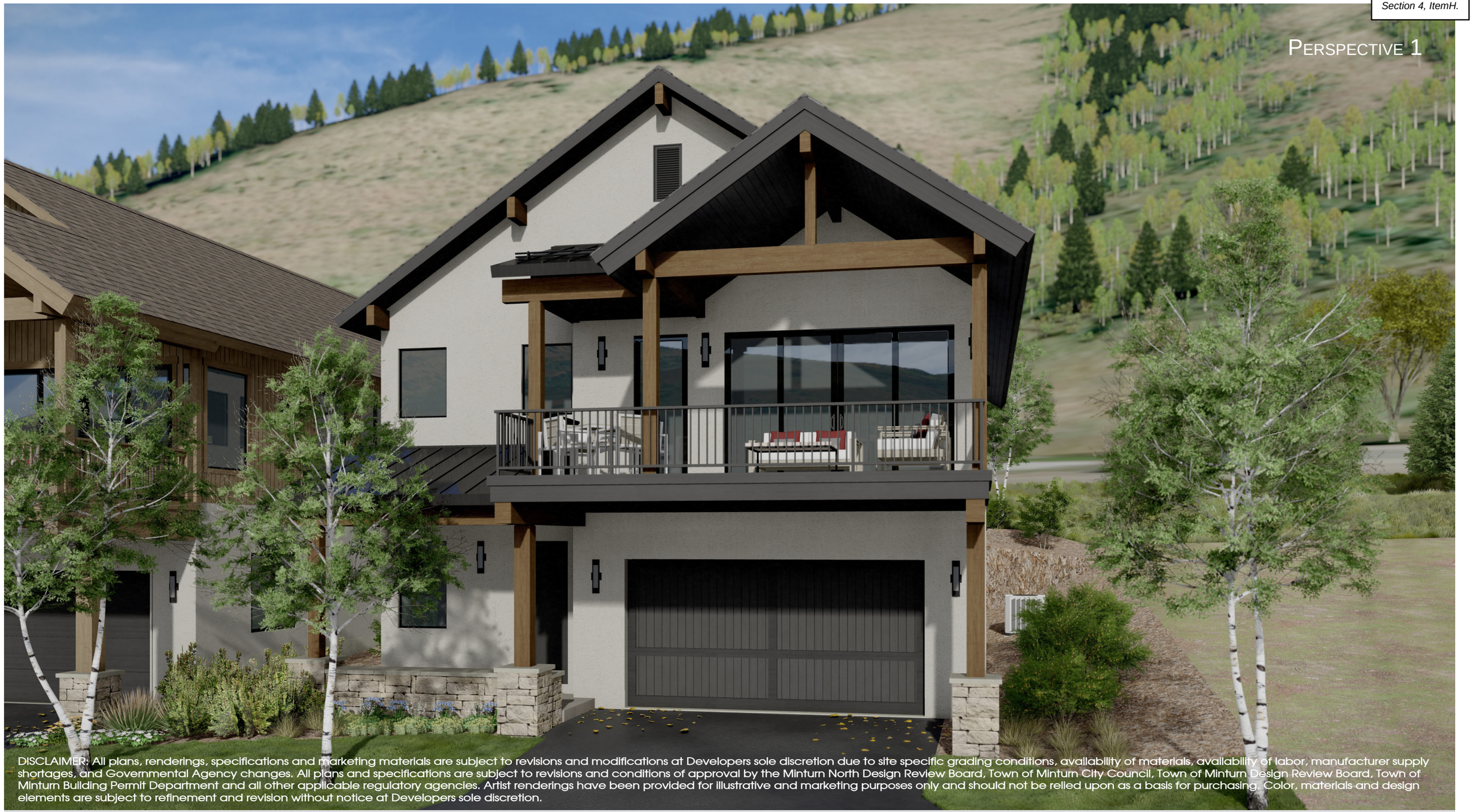
Entry Door
Solid Wood
Color: Custom Stain



Entry Door Hardware
Emtek Lausanne Full Plate
with Helios Interior Lever
Color: Matte Black

All product and design specifications, including, but not limited to, color, finish, model, etc., are for illustrative purposes only and are subject to change without notice.

Perspective 1



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

Minturn North - Lot 36

EGGERS ARCHITECTURE, INC

AXIS VU DESIGN

DRB Design Review - 3D Views

June 17, 2024

Resort Concepts

Perspective 2



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HERMES RESIDENCE

LOT 36
MINTURN NORTH
MINTURN, COLORADO

FINAL PRICING SET — MARCH 04, 2024
DRB SUBMITTAL SET — JUNE 14, 2024



NOTE: ALL SITE & LANDSCAPE PLANS, FLOOR PLANS, ELEVATIONS & DETAILS ARE SUBJECT TO TOWN OF MINTURN DESIGN REVEIW BOARD APPROVAL

OWNER'S REPRESENTATIVE
RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT
EGGERS ARCHITECTURE, INC
PO BOX 798
KREMMLING, COLORADO 80459
(970) 409-9790

STRUCTURAL ENGINEER
SUNDQUIST DESIGN GROUP
PO BOX 249
TARPON SPRINGS, FLORIDA 34688
(303) 335-6034

LANDSCAPE ARCHITECT
TOMINA TOWNSEND
PO BOX 3000
EDWARDS, COLORADO 81632
(303) 945-5252

CIVIL ENGINEER
BOUNDARIES UNLIMITED, INC.
923 COOPER AVENUE, SUITE 201
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-5252

SURVEYOR
SLAGLE SURVEY SERVICES
PO BOX 751
EAGLE, COLORADO 81631
(970) 471-1499

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
ENTRY LEVEL:	1,058SF	81 SF	518 SF	1,657 SF
MAIN LEVEL:	1,648 SF			1,648 SF
TOTALS:	2,706SF	81 SF	518 SF	3,305 SF

LOT AREA:	4,486.68 SF	
BUILDING COVERAGE:	2,032 SF	45.29 %
IMPERVIOUS COVERAGE:	2,263 SF	50.44 %

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

CODES: 2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
+ LOCAL AMENDMENTS

DRAWING SCHEDULE

C COVER
FINAL PLAT MINTURN NORTH P.U.D.
C.4 MINTURN NORTH P.U.D. OVERALL GRADING PLAN

C1 SITE GRADING, DRAINAGE & EROSION CONTROL PLAN
C2 CIVIL ENGINEERING DETAILS
L1 LANDSCAPE PLANTING PLAN
L2 LANDSCAPE SCHEDULES & DETAILS

A1.1 ENTRY LEVEL PLAN
A1.2 MAIN LEVEL PLAN
A1.3 ROOF PLAN
A2.1 BUILDING ELEVATIONS
A2.2 BUILDING ELEVATIONS
BH1 BUILDING HEIGHT CALCULATIONS

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE MINTURN NORTH DESIGN REVIEW BOARD, TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

HERMES
LOT 36
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L36

ISSUED #	DATE	BY	COMMENTS
3	6-14-24	DJE	DRB SUBMITTAL SET
2	3-04-24	DJE	FINAL PRICING SET

C

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of APRIL, 2024 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

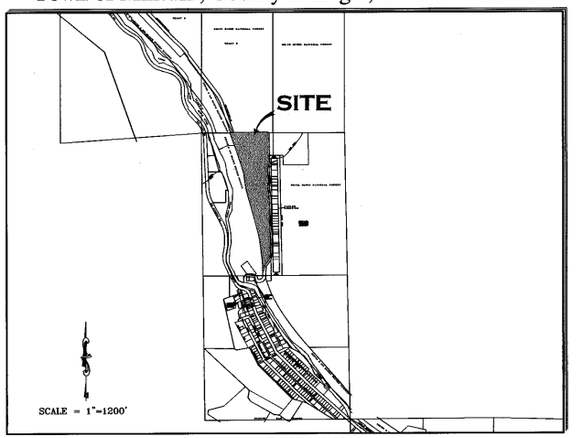
TOWN CLERK
TOWN OF MINTURN, COLORADO

SEAL
TOWN OF MINTURN COLORADO
1904

LAND USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	0.196 Acres	0246 Miles End Lane
2	SINGLE FAMILY	0.189 Acres	0236 Miles End Lane
3	SINGLE FAMILY	0.193 Acres	0226 Miles End Lane
4	SINGLE FAMILY	0.181 Acres	0216 Miles End Lane
5	SINGLE FAMILY	0.191 Acres	0206 Miles End Lane
6	SINGLE FAMILY	0.166 Acres	0196 Miles End Lane
7	SINGLE FAMILY	0.158 Acres	0186 Miles End Lane
8	SINGLE FAMILY	0.166 Acres	0176 Miles End Lane
9	SINGLE FAMILY	0.164 Acres	0166 Miles End Lane
10	SINGLE FAMILY	0.164 Acres	0156 Miles End Lane
11	SINGLE FAMILY	0.164 Acres	0146 Miles End Lane
12	SINGLE FAMILY	0.172 Acres	0136 Miles End Lane
13	SINGLE FAMILY	0.157 Acres	0126 Miles End Lane
14	SINGLE FAMILY	0.176 Acres	0112 Miles End Lane
15	SINGLE FAMILY	0.209 Acres	0096 Miles End Lane
16	SINGLE FAMILY	0.263 Acres	0070 Miles End Lane
17	SINGLE FAMILY	0.189 Acres	0243 Miles End Lane
18	SINGLE FAMILY	0.200 Acres	0221 Miles End Lane
19	SINGLE FAMILY	0.165 Acres	0201 Miles End Lane
20	SINGLE FAMILY	0.164 Acres	0185 Miles End Lane
21	SINGLE FAMILY	0.164 Acres	0171 Miles End Lane
22	SINGLE FAMILY	0.166 Acres	0155 Miles End Lane
23	SINGLE FAMILY	0.174 Acres	0141 Miles End Lane
24	SINGLE FAMILY	0.185 Acres	0125 Miles End Lane
25	SINGLE FAMILY	0.166 Acres	0111 Miles End Lane
26	SINGLE FAMILY	0.202 Acres	0095 Miles End Lane
27	SINGLE FAMILY	0.199 Acres	0083 Miles End Lane
28	SINGLE FAMILY	0.160 Acres	0071 Miles End Lane
29	SINGLE FAMILY	0.159 Acres	0057 Miles End Lane
30	SINGLE FAMILY	0.158 Acres	0043 Miles End Lane
31	SINGLE FAMILY	0.178 Acres	0031 Miles End Lane
32	SINGLE FAMILY	0.177 Acres	0017 Miles End Lane
33	SINGLE FAMILY	0.176 Acres	0003 Miles End Lane
34	SINGLE FAMILY	0.103 Acres	0036 Silver Star Trail
35	SINGLE FAMILY	0.103 Acres	0030 Silver Star Trail
36	SINGLE FAMILY	0.103 Acres	0024 Silver Star Trail
37	SINGLE FAMILY	0.103 Acres	0018 Silver Star Trail
38	SINGLE FAMILY	0.099 Acres	0008 Silver Star Trail
39	SINGLE FAMILY	0.129 Acres	0001 Silver Star Trail
Tract B	OPEN SPACE	2.958 Acres	
Tract C	Town Property	0.904 Acres	0052 Minturn Road (Not of PUD)
Tract D	Right of Way	0.966 Acres	Miles End Lane (North)
Tract D1	Right of Way	0.431 Acres	Miles End Lane (South)
Tract E	Open Space	1.220 Acres	
Tract F	Open Space	0.074 Acres	
Tract G	Right of Way	0.030 Acres	Silver Star Trail
Tract H	Right of Way	0.369 Acres	Fourth Street
TOTAL		13.485 ACRES	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY



PORTION OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:
1) The purpose of this Final Plat is to Create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Mintura Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
2) Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
3) Survey Date: December, 2022 through July 2023.
4) Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC50650645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201420764 along with plats and survey monumentation referenced hereon (to include the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitmeat referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
Item 15 - Does not effect these Platted lands but references vacation of portions of Taylor Addition to the Town of Minturn.
Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
Item 17 & 18- Do not effect subject Parcel.
Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined hereon.
Item 20 - Does not effect these Platted lands. (a.k.a. subject parcel)
Item 22 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner hereon.
Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
Item 29 - Parcel is subject to 1904 40 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has is to have been Terminated prior to the Recording of this Plat.
5) These platted lands are subject to:
- The Minturn North P.U.D. Guide recorded as Reception no. 202402232.
- The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240.
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated hereon as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489 .

PERTAINING TO HEREON CREATED EASEMENTS:
6) the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, 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) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated hereon as "Utility Easement" for the purpose of 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.
c) non-exclusive Access, Utility, and Drainage, Easement - on, over, under, above, across and through those areas designated hereon as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) 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.

GENERAL NOTES CONTINUED:
6) Continued...
d) Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non- vehicular access.
e) Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq..

FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
7) the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
a) non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Parking, Snow Storage & Landscape 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, iii) the installation, use, repair, replacement, improvement and maintenance of vehicular parking area, together with right of ingress and egress thereto, reasonable Pedestrian use including ingress and egress of persons to include vehicle, foot, bicycle or non-motorized use, iv) reasonable local snow storage and v) Landscaping use, and maintenance.
b) non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage, Landscape and Trail 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, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
c) non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage & Landscape 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, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
d) non-exclusive Trail Easement on, over, under, above, across and through those areas designated hereon as "Trail Easement" for the purpose of Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4' Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, or use. Maintenance of any path improvements within the "4' Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
f) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated hereon as " Public Utility and Drainage Easement" , as shown in Tract C, on sheet 2 of 5, 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, improvemeat and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

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 MINTURN NORTH 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 nonumented 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.

COLORADO REGISTERED 34998 PROFESSIONAL LAND SURVEYOR 02-26-24

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

Revised 02-07-24 Edited C.O.D. MSS
Revised 12-02-23 Edited Note 6a MSS
Revised 11-14-23 minor text MSS
Revised 11-07-23 Certain Dimensions MSS
Revised 11-06-23 Tract C Easements MSS
Revised 11-03-23 Town Comments MSS
Revised 10-11-23 Town Comments MSS
Revised 10-06-23 Town Comments MSS
Revised 09-26-23 Added Note regarding Tract C MSS

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 Minturn Crossing LLC, and PHILIP HADLEY being sole owner in fee simple, mortgagee or lienholder, of all that real property situated in the Town of Minturn, County of Eagle, State of Colorado described as follows:
Parcel 1, UPRR Subdivision according to the Final Plat thereof recorded on 13th, day of December, 2023 as Reception No. 202316483 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado.
Containing 13.485 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as MINTURN NORTH P.U.D. subdivision in the Town of Minturn, County of Eagle, State of Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and does hereby accept responsibility for the completion of the improvements required by this plat and does hereby dedicate and set aside the following tracts, parcels and easements as follows:
-To the Town of Minturn Tract H (Fourth Street) and the easements described and depicted hereon in General Note 7, together with associated public improvements.
-To Utility Providers such utility easements as depicted herein in which utility infrastructure is located.

OWNER: MINTURN CROSSING LLC
ADDRESS: 225 Main Street, Suite C-101
Edwards, Colorado 81632

BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
)SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF MARCH, A.D, 2024 BY RICK HERMES AS MANAGER OF MINTURN CROSSING LLC.

MY COMMISSION EXPIRES: 6 AUG 27

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154031002
MY COMMISSION EXPIRES 08/06/2027

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, 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 Minturn North, P.U.D., 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: Philip Hadley
BY: _____ as INDIVIDUAL

STATE OF COLORADO)
) §
COUNTY OF EAGLE)

The Foregoing Subordination by Mortgagee was acknowledged before me this 26 day of FEBRUARY, 2024, By Philip Hadley as Individual.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: AUG. 01, 2025

NOTARY PUBLIC

JESSICA L BECHARD
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20134048864
My Commission Expires 8/1/2025

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of JANUARY 1, 2023, 2023 upon all parcels of real estate described on this Plat are paid in full.

DATED THIS 1ST OF MARCH, A.D., 2024

R0068101

TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

LAND TITLE does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316490

DATED THIS 28TH DAY OF FEBRUARY, A.D., 2024

AGENT: _____

CLERK AND RECORDER'S CERTIFICATE # 5398

This Plat was filed for record in the Office of the Clerk and Recorder at 12:59 o'clock P.M., on this 4th day of March, A.D, 2024

CLERK AND RECORDER

BY: _____ DEPUTY

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

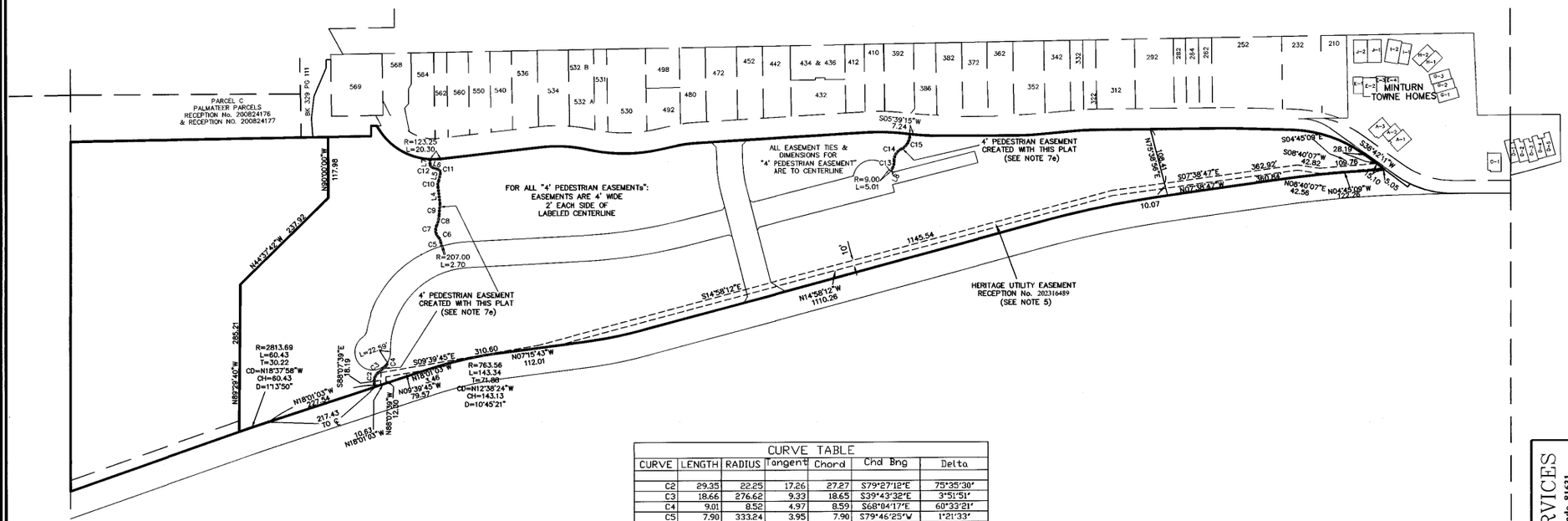
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 1 OF 5		DATE: 08-13-2023

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: $53.00 DOC: $0.00
02234
03/04/2024
12:59:18 PM

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N83°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Brng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S68°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	1°21'33"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.68	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

100 0 50 100 200 400

1 INCH = 100 FEET

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
02-26-24

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.

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

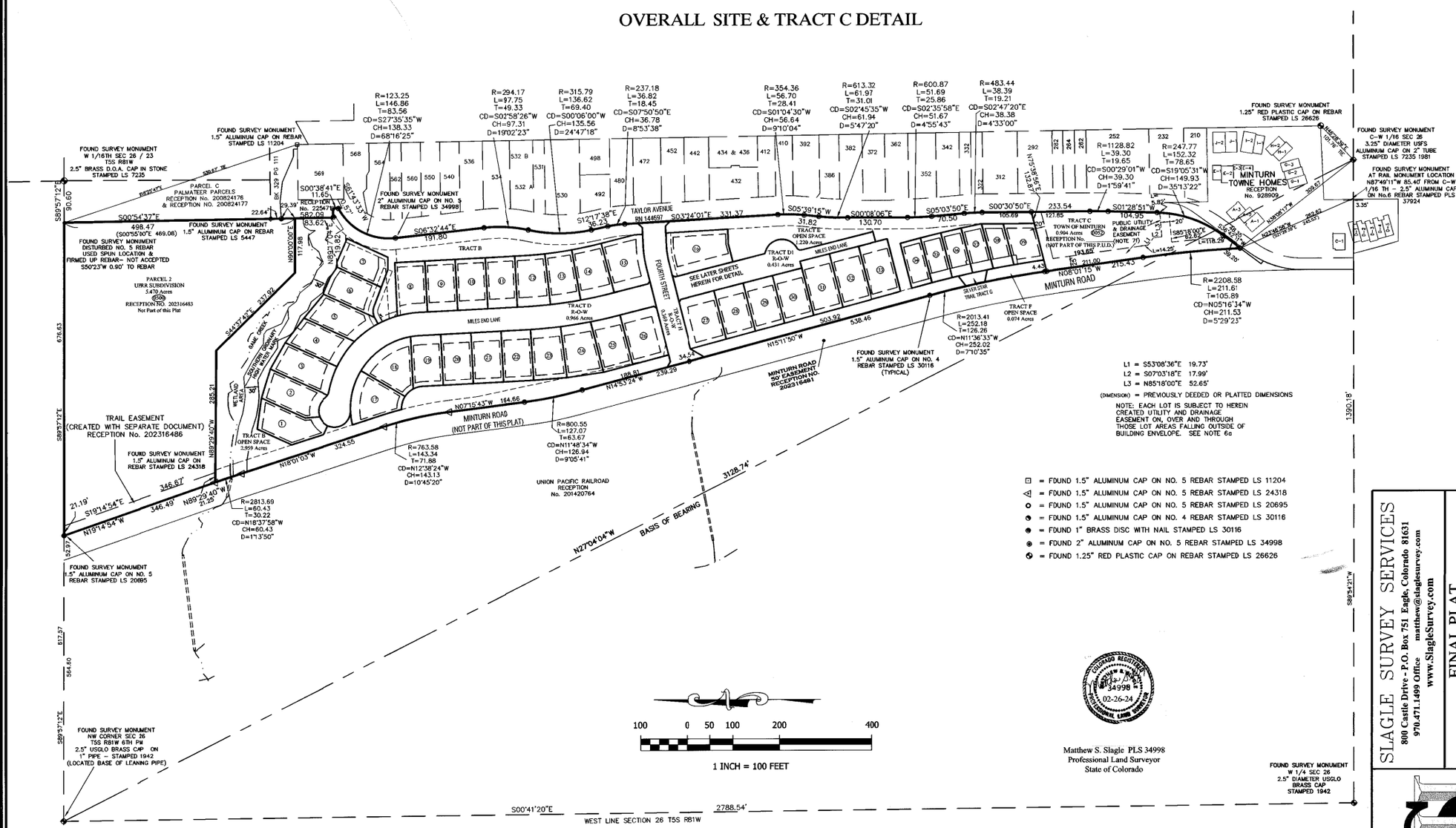
DRAWN BY: MSS | JOB NUMBER: 23055 | DRAWING NAME: 23055 FP2.dwg | DATE: 08-13-2023 | SHEET: 5 OF 5

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL



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

COLORADO REGISTERED MATTHEW S. SLAGLE 34998 02-26-24 PROFESSIONAL LAND SURVEYOR

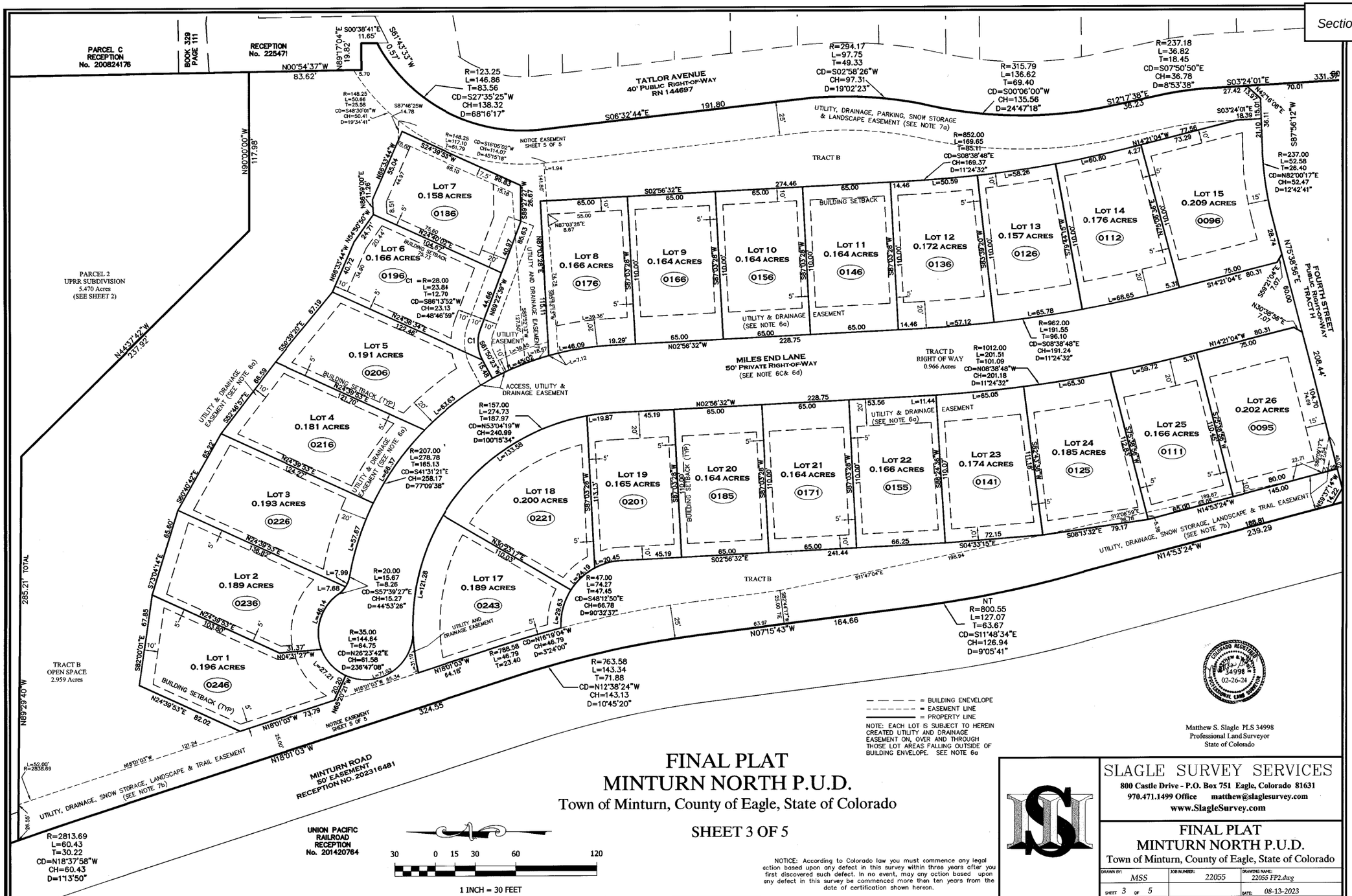
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

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
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS | JOB NUMBER: 220555 | DRAWING NAME: 220555 FP2.dwg | SHEET 2 OF 5 | DATE: 08-13-2023

202402234



FINAL PLAT
MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5

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

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

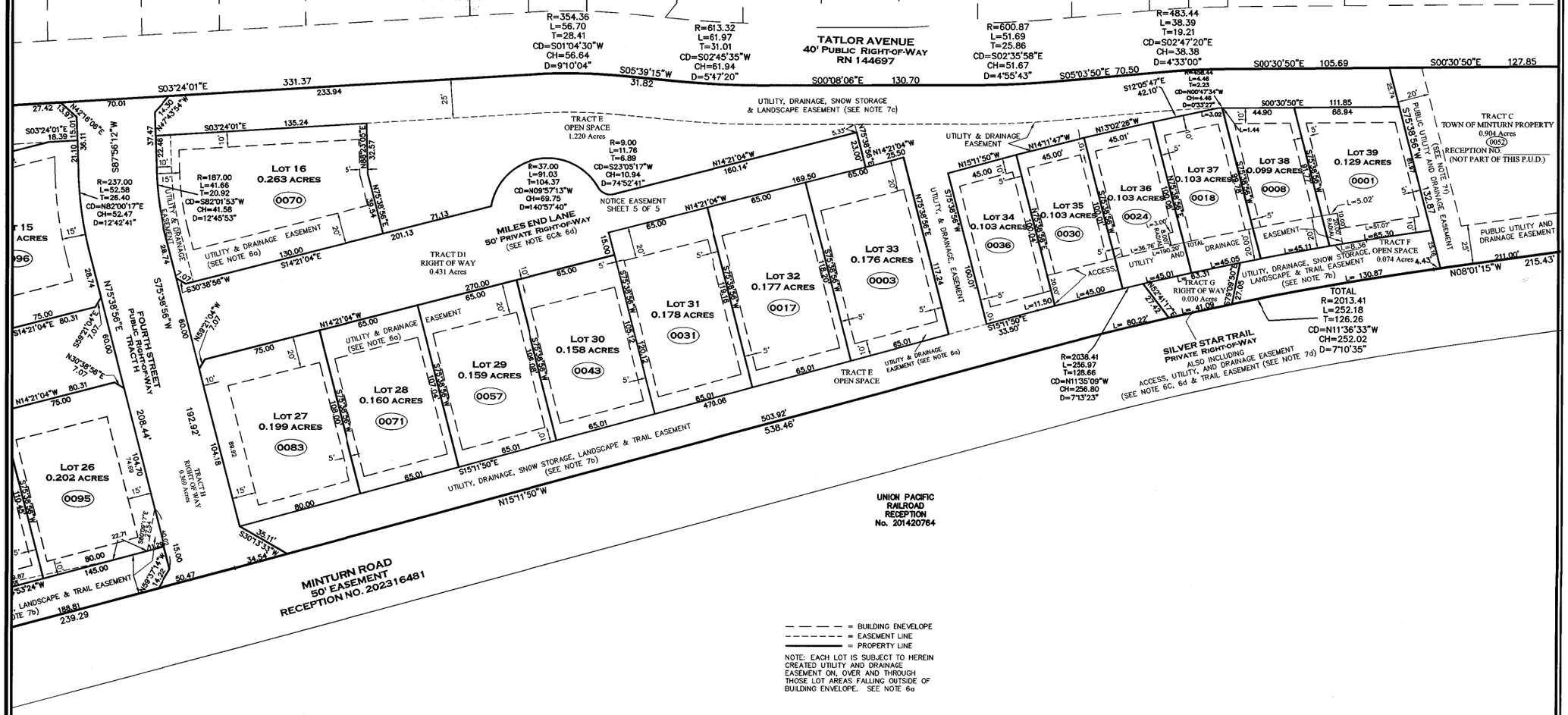
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 3 OF 5		DATE: 08-13-2023

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34998
12-26-2024

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.

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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET 4 OF 5		DATE: 08-13-2023

GENERAL SHEET NOTES:

USE EXTREME CAUTION IN THE VICINITY OF THE HIGH PRESSURE GAS LINES, TYP.

SEE POINT TABLE ON SHEET C18, TYP.

KEYMAP

N:\PROJECTS\2022\22036 Minturn North\dwg\22036 C-Grading.dwg 5/15/2024 10:51 AM

Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLORADO LICENSED
BRUCE D'LEMOS
5/1/24
19082
PROFESSIONAL ENGINEER

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 20' 40'
Scale: 1" = 20'

Know what's **below.** **Call** before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.

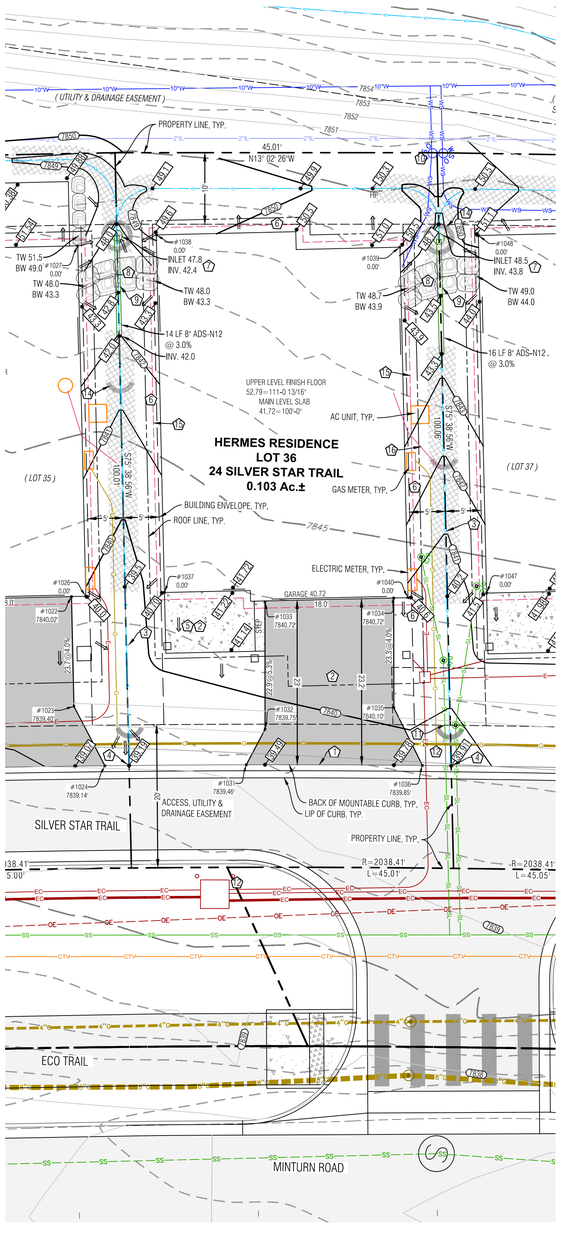
Overall Grading and Drainage Plan
Construction Plan Set 5/1/24

No.	Date	Revision	By
1			
2			
3			
4			
5			
6			
7			
8			
9			

PROJECT NO: **22036**
Designer: **PAH**
Drafter: **BUI**
Date: **12/25/22**

Sheet **C.4**

File Name: **22036 c-grading.dwg**



LEGEND

TW	TOP OF WALL
BW	BOTTOM OF WALL
GB	GRADE BREAK
EX	EXISTING
LP	LOW POINT
HP	HIGH POINT
8676.79	PROPOSED SPOT ELEVATION
	DRAINAGE SWALE
	FLOW ARROW
SCF	SEDIMENT CONTROL FENCE
8020 / 8018	PROPOSED MAJOR/MINOR CONTOUR
8020 / 8018	EXISTING MAJOR/MINOR CONTOUR
	EROSION LOGS
	ASPHALT DRIVEWAY & AUTOCOURT
	NORTH AMERICAN GREEN SC-250BN EROSION CONTROL FABRIC OR RIPRAP ALTERNATIVE
	FLAGNOTE
	EX CURB STOP
PROPOSED / EXISTING	POSSIBLE ELECTRIC SERVICE
	POSSIBLE GAS SERVICE
WS	POSSIBLE WATER SERVICE
SL	POSSIBLE SEWER SERVICE
	FOUNDATION DRAIN
8"SD	DOWNSPOUT & STORM DRAIN WITH SIZE
	BOULDER WALL

Point Table

Point #	Desc.	Elev.	North	East
1031	DW	7839.46'	3068.16	5570.58
1032	DW	7839.75'	3066.73	5575.99
1033	DW	7840.72'	3070.76	5593.33
1034	DW	7840.72'	3053.35	5597.93
1035	DW	7840.10'	3049.87	5582.99
1036	DW	7839.85'	3044.17	5576.03
1037	Bldg. Cor.	0.00'	3084.74	5591.45
1038	Bldg. Cor.	0.00'	3097.13	5639.89
1039	Bldg. Cor.	0.00'	3063.57	5645.90
1040	Bldg. Cor.	0.00'	3051.42	5598.43

NOTES:

1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC., JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.

2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.

3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.

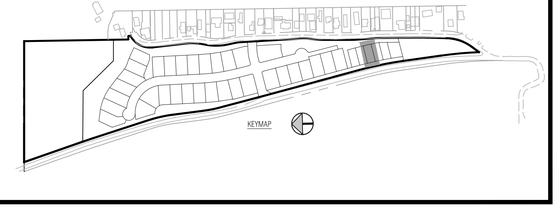
4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.

5) LOT AREA: 4,498 SF ±
DISTURBANCE AREA: 4,498 SF ±

6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.

FLAGNOTES:

1. MATCH TO BACK OF EXISTING CURB.
2. PROPOSED ASPHALT DRIVEWAY, AUTO-COURT AND CONCRETE WALKWAYS. STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT. ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
3. PROVIDE DRAINAGE SWALE AS SHOWN, WITH NORTH AMERICAN GREEN SC250 EROSION FABRIC OR RIPRAP WHERE SLOPE EXCEEDS 5%. SEE DETAIL.
4. WHERE PROPOSED SWALE SPILLS OVER THE TOP OF THE CURB LINE, FAN OUT DRAINAGE SWALE TO EVENLY DISSIPATE DRAINAGE, TYP.
5. SLOPE PATIOS, DECKS AND WALKS AT 2% MIN. AWAY FROM THE STRUCTURE.
6. GRADE AROUND THE PERIMETER OF BUILDING AS NECESSARY 10% FOR 5-FEET MIN. (10 FT. WHERE POSSIBLE) IN UNPAVED AREAS TO ENSURE PROPER DRAINAGE AWAY FROM THE FOUNDATION. IT WILL BE IMPORTANT TO CONSTRUCT AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING, WALKS AND WALLS TO EITHER THE AUTOCOURT, THE OUTLET SWALE, OR DOWNWARD SLOPING NATURAL GRADE. VERIFY DRAINAGE AND SWALE INTEGRITY ON A REGULAR BASIS.
7. INSTALL 8" NYLOPLAST DRAIN BASIN WITH DOME GRATE. SEE DETAIL ON SHEET C2. SHAPE & DRAIN ALL SURROUNDING AREA TO LOW POINT WHICH IS THE INLET. NO DRAINAGE ALLOWED TO BOULDER WALL. INSTALL HEAT TAPE IN DRAIN BASIN AND OUTLET PIPE.
8. INSTALL BOULDER WALL FOR LANDSCAPE AREAS PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
9. PROTECT STORM LINES AND UTILITIES WHEN CONSTRUCTING IMPROVEMENTS ABOVE FROM MATERIAL AND EQUIPMENT, TYP.
10. LOCATE EXISTING CURB STOP. CONFIRM LOCATION AND CONNECTION WITH THE WATER & SANITATION DISTRICT. CONNECT AND EXTEND NEW WATER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS. INSULATE THE WATER SERVICE IF COVER IS LESS THAN 7 FEET NEAR THE RETAINING WALL AND IN THE VICINITY OF THE DRAINAGE INLET.
11. APPROXIMATE LOCATION OF SEWER SERVICE STUB. CONFIRM INVERT PRIOR TO CONSTRUCTION FOR ABILITY TO SERVICE HOUSE BY GRAVITY, OR WHETHER A PUMP MAY BE REQUIRED. CONNECT AND EXTEND NEW SEWER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS. INSTALL CLEANOUTS AT HOUSE EXTERIOR AND ALL BEND LOCATIONS.
12. LOCATE, CONNECT TO, AND EXTEND GAS, ELECTRIC, AND COMMUNICATION SERVICES TO METER CABINET AND GAS METER LOCATION. MAINTAIN COVER & CLEARANCES BETWEEN/OVER NEW SERVICES PER UTILITY REGULATIONS
13. EROSION LOGS PER DETAIL ON SHEET C2.
14. FOUNDATION DRAIN, TYP., INSTALL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. DRAIN @ 0.5% MIN. TO DAYLIGHT, SEE DETAIL ON SHT. C2.
15. EXTEND THE FOUNDATION DRAIN FROM SUMP PUMP IN HOUSE TO DAYLIGHT WITH SOLID PIPE. COVER WITH A RODENT SCREEN AT END.



Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: ***TBD***

If "Yes", SUE Certification by:
Firm: ***TBD***
Job #: ***TBD***
Date: ***TBD***

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION
Review

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811
Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 36, Minturn North P.U.D.

Site, Grading and Drainage Plan

DRB Submittal 6/14/24

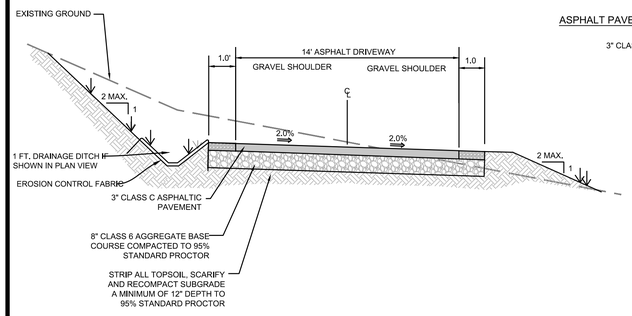
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO.
23035
Designer:
PAH
Drafter:
BUI
Date:
5/10/24

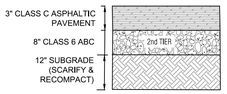
Sheet
C1

File Name: ***mn lot 36 sp-01.dwg***

N:\PROJECTS\2023\23035-Minturn North Individual Lots\dwg\Lot 36 Hermes\MN Lot 36 SP-01.dwg 6/11/2024 11:59 AM



ASPHALT PAVEMENT SECTION



PAVEMENT SECTION

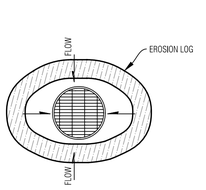
NOTE:
1. ALL AGGREGATE & SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR AT A MOISTURE CONTENT WITHIN 2% OF OPTIMUM.
2. IN NEW PAVING LOCATIONS STRIP ALL TOPSOIL, SCARIFY AND RECOMPACT SUBGRADE A MINIMUM OF 12" DEPTH TO 95% STANDARD PROCTOR.
3. EXTEND THE SECOND TIER (12" CLASS 2 ROAD BASE, OR 8" CLASS 6 ROAD BASE) 1 FT. BEYOND EDGE OF PAVEMENT OR GRAVEL SURFACE, BOTH SIDES.

PROPOSED DRIVEWAY TYP. SECTION

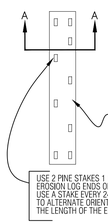
N.T.S. TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER

DRIVEWAY & AUTOCOURT SECTION

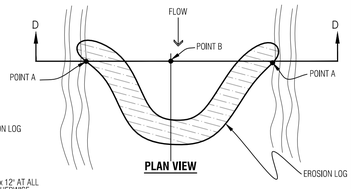
N.T.S. CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.



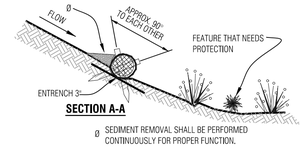
AREA DRAIN



PLAN VIEW

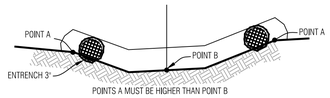


PLAN VIEW



SECTION A-A

Ø SEDIMENT REMOVAL SHALL BE PERFORMED CONTINUOUSLY FOR PROPER FUNCTION.

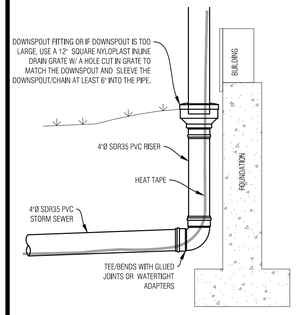


SECTION D-D

Temporary Erosion Control Log

N.T.S.

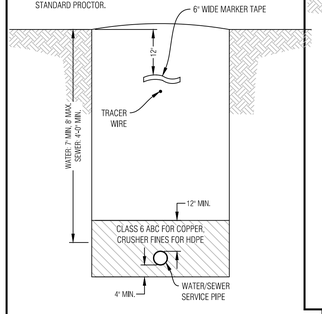
NOTES:
1. ROOF AND AREA DRAINS SHALL NOT BE CONNECTED TO THE FOUNDATION DRAIN SYSTEM.
2. ALL DOWNSPOUTS SHALL BE CONNECTED TO ADS N-12-WT CPP (WATERTIGHT), SCH.40 PVC OR SDR35 PVC. FLEXIBLE CORRUGATED PLASTIC IS NOT ACCEPTABLE.
3. ADDITIONAL FITTINGS AND BENDS MAY BE REQUIRED TO DEFLECT OVER OR AROUND LANDSCAPE WALLS.
4. HEAT TAPE SHALL BE INSTALLED IN ALL DOWNSPOUTS/STORM SEWER PIPES.



TYP. DOWNSPOUT CONNECTION

N.T.S.

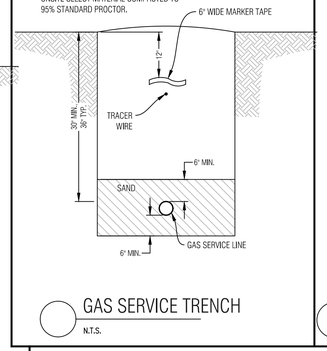
NOTES:
1. WATER SHALL BE INSTALLED WITH AT LEAST 10' OF SEPARATION BETWEEN WATER/SEWER AND 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



WATER/SEWER SERVICE TRENCH

N.T.S.

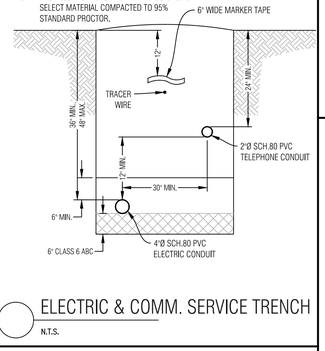
NOTES:
1. GAS SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



GAS SERVICE TRENCH

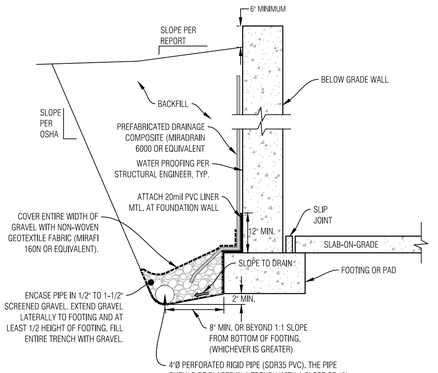
N.T.S.

NOTES:
1. ELECTRIC & TELEPHONE SHALL BE INSTALLED WITH AT LEAST 4' OF SEPARATION BETWEEN OTHER UTILITIES.
2. BACKFILL THE TRENCH WITH 4" MINUS ONSITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



ELECTRIC & COMM. SERVICE TRENCH

N.T.S.



NOTES:
1. THE BOTTOM OF THE DRAIN SHOULD BE AT LEAST 2 INCHES BELOW BOTTOM OF FOOTING AT THE HIGHEST POINT AND SLOPE DOWNWARD TO A POSITIVE GRAVITY OUTLET OR TO A SUMP WHERE WATER CAN BE REMOVED BY PUMPING.
2. CONTRACTOR TO FOLLOW ANY ADDITIONAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER

TYPICAL FOUNDATION DRAIN

N.T.S.

CONTRACTOR TO VERIFY WITH PROJECT GEOTECHNICAL CONSULTANT.

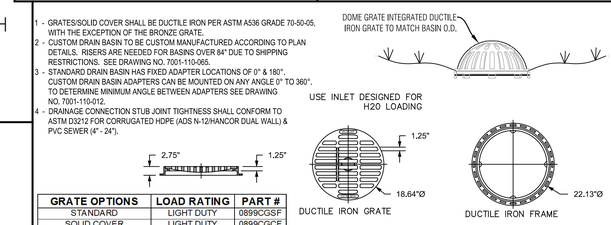
GENERAL NOTES:

1. ALL CONSTRUCTION SHALL MEET OR EXCEED THE CURRENT CONSTRUCTION AND DESIGN STANDARDS ESTABLISHED BY THE DESIGN GUIDELINES AND TOWN OF MINTURN AND BE SUBJECT TO OBSERVATION BY THE TOWN AND THE PROJECT ENGINEER. IN THE EVENT OF CONFLICT PUD GUIDELINES SUPERCEDE TOWN.
2. THIS DESIGN WAS PREPARED WITHOUT THE BENEFIT OF A SUBSURFACE UTILITY ENGINEERING (SUE) STUDY OR MAP. THIS DESIGN HAS BEEN PREPARED FOR A PRIVATE DEVELOPMENT USING EXISTING UTILITY INFORMATION PROVIDED BY OTHERS. EXISTING UTILITIES ARE SHOWN AS THEY ARE BELIEVED TO EXIST, BUT MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. BOUNDARIES UNLIMITED INC. DID NOT CONFIRM ANY DATA PROVIDED OR PERFORM ANY ADDITIONAL RESEARCH OR NOTIFICATION TO ELEVATE THESE PLANS TO SENATE BILL 18-167 STANDARDS, AS SUCH, BOUNDARIES UNLIMITED INC. MAKES NO GUARANTY, EXPRESSED OR IMPLIED, FOR THE LOCATION OF SUBSURFACE UTILITIES CONTAINED WITHIN THIS PLAN SET. IF THE CLIENT AND/OR CONTRACTOR REQUIRES A SUBSURFACE UTILITY ENGINEERING STUDY OR MAP FOR FULL COMPLIANCE WITH SENATE BILL 18-167, THEN A MORE EXHAUSTIVE INVESTIGATION SHALL BE OBTAINED BY THE CLIENT AND/OR CONTRACTOR PRIOR TO COMMENCING WITH ANY CONSTRUCTION. OTHERWISE, PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER OF ANY POTENTIAL CONFLICTS PRIOR TO UTILITY CONSTRUCTION SO THAT LINE OR GRADE CHANGES CAN BE MADE TO AVOID A CONFLICT WITH ANY EXISTING UTILITY. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION AND, AT NO EXPENSE TO THE CLIENT OR PROJECT ENGINEER, REPAIR ANY DAMAGED UTILITIES.
3. ALL EXCAVATIONS FOR UTILITY LINES, RETAINING WALLS, ROADWAYS, BUILDING STRUCTURES, DRAINAGE FACILITIES AND TRENCHES, SHALL MEET THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), COLORADO INDUSTRIAL COMMISSION, OR THE COLORADO DIVISION OF MINES, WHICH EVER APPLIES. SAFETY IS THE CONTRACTOR'S RESPONSIBILITY. NO OTHER PARTIES ARE RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATING HERETO.
4. COMPACTION MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE TOWN AND THE PROJECT ENGINEER PRIOR TO ACCEPTANCE. COMPACTION SHALL MEET OR EXCEED TOWN REGULATIONS. 95% STANDARD PROCTOR DENSITY IS REQUIRED FOR ALL ROADWAY AND DRIVEWAY SUBGRADE CONSTRUCTION AND TRENCH BACKFILL UNDER THE SAME, & 90% STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS, UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER. SEE SOILS REPORT FOR STRUCTURAL FOUNDATION RECOMMENDATIONS.
5. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE STREET RIGHT OF WAY AND PROPERTY OWNED, OR EASEMENTS PROVIDED TO OWNER. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER INVOLVED. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL ENSURE DRAINAGE AWAY FROM ALL STRUCTURES IN ALL DIRECTIONS. DO NOT ALLOW WATER TO POND ON-SITE, PROVIDE SWALES TO DRAINAGE STRUCTURES AND RUNOUT. SHALLOW DRAINAGE SWALES HAVE A TENDENCY OVER TIME TO FILL IN & BECOME LESS EFFECTIVE. PERIODIC MAINTENANCE, AT LEAST TWICE A YEAR, IS NECESSARY TO CHECK THE INTEGRITY OF THE SWALE & MAINTAIN DRAINAGE CHARACTERISTICS. BUILDING FOUNDATION WALL HEIGHT TO BE A MINIMUM OF 6" ABOVE FINISH GROUND AT EXTERIOR WALL.
7. THE CONTRACTOR SHALL AT ALL TIMES KEEP TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.
8. ON-SITE OBSERVATIONS AND REVIEW CONDUCTED BY THE TOWN OR THE PROJECT ENGINEER OF CONSTRUCTION WORK IN PROGRESS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY BY THE TOWN OR THE PROJECT ENGINEER OF THE COMPLETED WORK AND THE CONTRACTOR'S RESPONSIBILITIES.
9. THE CONTRACTOR SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO SIGNIFICANTLY REDUCE ANY POTENTIAL POLLUTION CAUSED BY HIS ACTIVITIES, INCLUDING VEHICLE FUELING, STORAGE OF FERTILIZERS OR CHEMICALS, ETC. THE CONTRACTOR SHALL HAVE IDENTIFIED PROCEDURES FOR HANDLING POTENTIAL POLLUTANTS AND IDENTIFIED SPILL PREVENTION AND RESPONSE PROCEDURES PRIOR TO ANY ACTIVITIES AT THE PROJECT SITE.
10. THE CONTRACTOR SHALL NOT SCALE DRAWINGS FOR CONSTRUCTION PURPOSES. ANY MISSING DIMENSIONS OR DISCREPANCIES IN PLANS, FIELD STAKING, OR PHYSICAL FEATURES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER. IF THE CONTRACTOR PROCEEDS WITH THE WORK WITHOUT NOTIFYING THE ENGINEER, HE DOES SO AT HIS OWN RISK.
11. DISPOSAL OF TRASH, ASPHALT, CONCRETE AND CONSTRUCTION DEBRIS IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE CONSIDERED PART OF THE WORK.
12. HORIZONTAL & VERTICAL INFORMATION FOR EXISTING PROPERTY LINES, TOPOGRAPHY, ROADWAY, UTILITIES & DRAINAGE STRUCTURES WERE TAKEN FROM THE DESIGN DRAWINGS FOR THE MINTURN NORTH PUD, ALSO SEE LANDSCAPE, ARCHITECTURAL AND STRUCTURAL ENGINEERING PLANS FOR ADDITIONAL BUILDING AND LANDSCAPE INFORMATION.
13. IN NON HARDSCAPE AREAS, GRADE AT A MINIMUM OF 12" IN THE FIRST 5 FEET AWAY FROM THE STRUCTURE, OR AS DIRECTED BY THE GEOTECHNICAL STUDY. EXTERIOR BACKFILL SHOULD BE ADJUSTED TO NEAR OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN PAVEMENT AREAS AND TO AT LEAST 90% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. SEE & FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL SUBSOIL STUDY BY KUMAR & ASSOCIATES, INC. DATED _____, JOB NO. _____.
14. ALL PRODUCT INFORMATION SHOWN IS AS PROVIDED BY THE MANUFACTURER. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE INSTALLATION OF ALL MATERIALS WITH SPECIAL ATTENTION TO PROPER SEALING OF MATING SURFACES. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE DELIVERED PRODUCTS AND THOSE SHOWN ON THIS PLAN.
15. FOUNDATION AND RETAINING WALL DESIGNS TO BE OBTAINED FROM, OR VERIFIED BY THE PROJECT STRUCTURAL OR GEOTECHNICAL ENGINEER.
16. THE FOUNDATION DRAIN SYSTEM SHALL BE INSTALLED PER THE RECOMMENDATION OF THE STRUCTURAL AND GEOTECHNICAL ENGINEERS.
17. THE SURVEYOR RESPONSIBLE FOR STAKING THE FOUNDATION OF THE HOUSE IS RESPONSIBLE TO MAKE SURE HE HAS THE LATEST SITE, FOUNDATION & ARCHITECTURAL PLANS AVAILABLE, ALONG WITH ANY UPDATED LOTLINE, SETBACK & EASEMENT INFORMATION.
18. INSTALL ROOF GUTTERS AND DOWNSPOUTS THAT DISCHARGE WELL BEYOND THE LIMITS OF ALL BACKFILL. CONFIRM DOWNSPOUT DRAINAGE HAS GOOD POSITIVE GRADE RUNNING AWAY FROM THE HOUSE. STORM DRAIN PIPES TO BE INSTALLED WITH 1% MINIMUM SLOPE TO THE OUTFALL POINTS. HEAT TAPE SHALL BE INSTALLED IN ALL EXTERIOR ROOF GUTTERS, DRAIN PIPES, DOWNSPOUTS, AREA DRAINS, TRENCH DRAINS, STORM DRAIN PIPES AND GRATED STRUCTURES.
19. LANDSCAPING WHICH REQUIRES REGULAR HEAVY IRRIGATION SUCH AS SOD, AND LAWN SPRINKLER HEADS SHOULD BE LOCATED AT LEAST 10 FEET FROM FOUNDATION WALLS.
20. ACCUMULATED SNOWFALL SHALL BE REMOVED TO GRASS AREA TO ENSURE THAT PROPER DRAINAGE AWAY FROM THE BUILDING IS MAINTAINED.
21. FINISH GRADE & SPOT ELEVATIONS AT THE EXTERIOR OF THE STRUCTURE ASSUME THAT THE FOUNDATION WALLS EXTEND ABOVE THE BUILDING FINISH FLOOR & HANGER FLOOR JOISTS ARE USED. EXTERIOR GRADE TO BE A MINIMUM OF 6" BELOW TOP OF FOUNDATION WALL. THE FOUNDATION WALL HEIGHT MAY NEED TO BE EXTENDED IN ORDER TO ACHIEVE POSITIVE DRAINAGE AWAY FROM THE STRUCTURE.
22. INSTALL DEEP & SHALLOW UTILITY SERVICES ACCORDING TO RESPECTIVE UTILITY COMPANY OR METRO DISTRICT SPECIFICATIONS AND REGULATIONS. HORIZONTAL LOCATIONS OF SERVICE LINES ARE SUGGESTIONS ONLY, PROPOSED UTILITY SERVICES TO THE RESIDENCE MAY BE VARIED FROM THE LOCATIONS SHOWN. ALL WATER AND SEWER SERVICES SHALL BE INSTALLED PER METRO DISTRICT REGULATIONS.
23. DRAINAGE PIPES CALLED OUT AS ADS SHALL BE ADVANCED DRAINAGE SYSTEMS N-12 WATER RESISTANT PIPE (ADS N-12-WT) OR ENGINEER APPROVED EQUAL. ALL PIPES SHALL BE INSTALLED WITH WATERTIGHT CONNECTIONS.
24. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITTING FOR CONSTRUCTION FROM THE APPROPRIATE GOVERNMENTAL ENTITIES.
25. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.

GENERAL NOTES

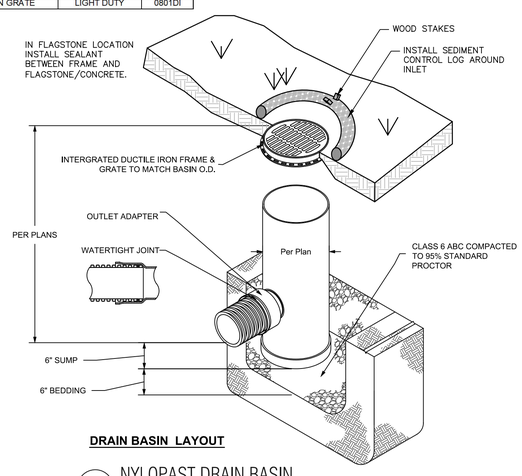
N.T.S.

1 - GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05, WITH THE EXCEPTION OF THE BRONZE GRATE.
2 - CUSTOM DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065.
3 - STANDARD DRAIN BASIN HAS FIXED ADAPTER LOCATIONS OF 0° & 180°. CUSTOM DRAIN BASIN ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL) & PVC SEWER (4" - 24").



GRATE OPTIONS	LOAD RATING	PART #
STANDARD	LIGHT DUTY	0899CGSF
SOLID COVER	LIGHT DUTY	0899CGCF
BRONZE	N/A	0899CGBF
DOME	N/A	0899CGDF
DROP IN GRATE	LIGHT DUTY	0801DI

STANDARD GRATE ASSEMBLY

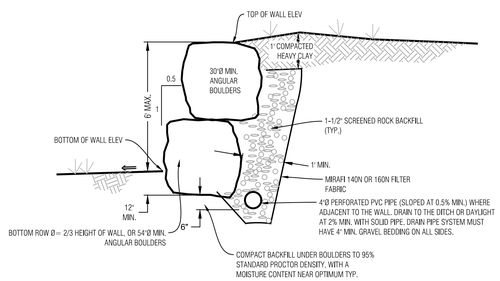


DRAIN BASIN LAYOUT

NYLOPAST DRAIN BASIN

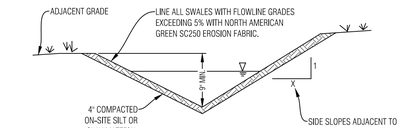
N.T.S. 8 IN DRAIN BASIN QUICK SPEC INSTALLATION DETAIL 7001-110-272

NOTES:
1. THIS DETAIL IS FOR RETAINING LANDSCAPED AREAS ONLY AND SHALL NOT BE USED TO RETAIN STRUCTURE OR VEHICLE LOADED AREAS.
2. FREE DRAINING WALL BACKFILL SHOULD BE CAPPED WITH AT LEAST 12 INCHES OF COMPACTED HEAVY CLAYS TO REDUCE SURFACE WATER INFILTRATION.
3. ROUND RIVER BOULDERS ARE NOT ACCEPTABLE.
4. SET BASE ROWS ON BENCHES WHERE THE TOPSOIL HAS BEEN REMOVED AND THE SUBBASE HAS BEEN SCARIFIED TO 9" MINIMUM DEPTH & RECOMPACTED TO 95% STANDARD PROCTOR.
5. CARE SHOULD BE TAKEN NOT TO OVER COMPACT THE BACKFILL OR USE LARGE EQUIPMENT NEAR THE WALL.
6. SELECT AND PLACE BOULDERS IN A MANNER WHICH PERMITS AT LEAST 30% CONTACT AREA WITH ADJACENT BOULDERS.
7. PLACE LARGER BOULDERS AT BOTTOM AND TRANSITION TO SMALLER BOULDERS AT TOP OF WALL. UNDER NO CIRCUMSTANCES SHOULD ANY BOULDER BE PLACED ON TOP OF ANOTHER BOULDER WHICH IS SMALLER THAN ITSELF.



BOULDER WALL DETAIL, LANDSCAPED AREA

N.T.S.

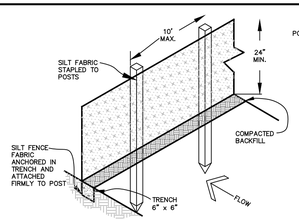


INSTALL EROSION CONTROL FABRIC PER MANUFACTURERS RECOMMENDATIONS

TYPICAL SWALE SECTION

N.T.S. SHAPE DITCH ACCORDING TO SITE PLAN

NOTE
SEE THE GRADING, DRAINAGE AND EROSION CONTROL SHEET FOR SWALE LOCATIONS



EROSION CONTROL NOTES:

1. IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL MEASURES SHALL PRECEDE STRIPPING OF NATIVE VEGETATIVE COVER AND AS GRADING PROGRESSES.
2. ALL TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. STRAW BALE DIKES OR SILT FENCING MAY REQUIRE PERIODIC REPLACEMENT. SEDIMENT TRAPS WILL REQUIRE PERIODIC SEDIMENT REMOVAL.
3. INSTALL PERMANENT EROSION FABRIC IN THE FLOW LINES OF DRAINAGE SWALES.

SEDIMENT CONTROL FENCE DETAIL

N.T.S.

Boundaries Unlimited Inc.
Civil Engineering Surveying & Beyond
923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE) Required Project: **TBD**

If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR Review CONSTRUCTION

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH
0 10' 20'
Scale: 1" = 10'

811 Know what's below. Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 36, Minturn North P.U.D.

MN Lot 36 SP-01 - Details
DRB Submittal 6/14/24

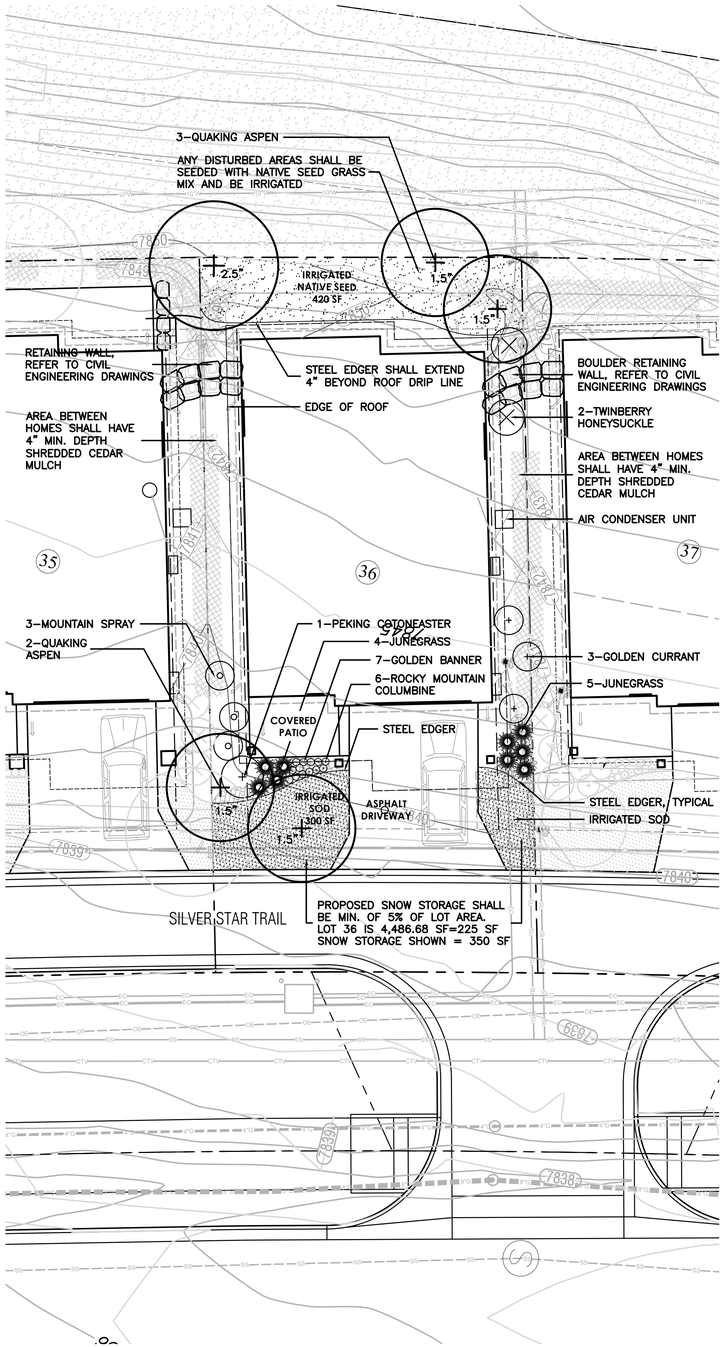
No.	Date	Revision	By
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

PROJECT NO. **23035**
Designer: **PAH**
Drafter: **BUI**
Date: **5/10/24**

Sheet **C2**

File Name: **mn lot 36 sp-01.dwg**

N:\PROJECTS\2023\23035-Minturn North Individual Lots\dwg\Lot 36 Hermes\MN Lot 36 SP-01.dwg 6/11/2024 11:59 AM



LEGEND

- IRRIGATED SOD, REFER TO L2 FOR DETAILS
- IRRIGATED NATIVE SEED MIX, REFER TO L2 FOR DETAILS
- PROPOSED BOULDER RETAINING WALL, REFER TO CIVIL ENGINEERING FOR DETAILS
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS SHRUBS
- PROPOSED ORNAMENTAL GRASSES
- PROPOSED FLOWERING PERENNIALS
- SNOW STORAGE AREA

0 5 10 20
SCALE: 1"=10'-0"

Know what's below. Call before you dig.

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN N. P.U.D.

LOT 36-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 14, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
PROPOSED LANDSCAPE PLAN
SCALE: 1"=10'-0"
SHEET NUMBER:
L1

General Notes and Specifications:

1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and Town of Minturn standards.
4. See Civil Engineering sheets for final grading and drainage.
5. Snow Storage area shall be a min. of 25% of all driveway and parking areas.

Revegetation Notes:

1. Seed shall be broadcast and raked to ¼" depth.
2. Apply Biodegradable Green Dyed-Wood Celluose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
3. Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ⅓ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:

Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop–Up Spray Irrigation For Bluegrass Sod	300 SF
	Permanent Spray Irrigation For Native Seed	420 SF
	Permanent micro–spray or drip irrigation for perennial beds	13 PERENNIALS x 1 SF = 13 SF
	Permanent Drip Irrigation For B&B Trees	5 TREES x 4.5 SF = 22.5 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	18 SHRUBS x 3 SF = 54 SF
		TOTAL PERMANENT IRRIGATED AREA: 810 SF

IRRIGATION NOTES:

1. DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED SOD, NATIVE SEED GRASS, AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MICRO–SPRAY HEADS OR DRIP IRRIGATION, DEPENDING ON PLANT MATERIAL, IN PERENNIAL AND GROUNDCOVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE, AND POP–UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
2. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.

ALL DISTURBED AREAS SHALL BE SEEDED WITH: 'DRY NATIVE MOUNTAIN' SEED MIX

THIS SEED MIX HAS BEEN CHOSEN FOR THE SPECIFIC PROJECT LOCATION AND ELEVATION. LANDSCAPE INSTALLER SHALL NOT DEVIATE FROM THIS REVEGETATION SEED MIX WITHOUT WRITTEN APPROVAL FROM THE RESORT CONCEPTS SITE MANAGER.

COMMON NAME	SEEDING RATE % MIX	BULK LBS PER ACRE
SANDBERG BLUE	10%	5.00
MOUNTAIN BROME	20%	10.00
SLENDER WHEATGRASS	15%	7.50
BLUEBUNCH WHEATGRASS	10%	5.00
ROCKY MOUNTAIN FESCUE	10%	5.00
THICKSPIKE WHEATGRASS	15%	7.50
BOTTLEBRUSH SQUIRRELTAIL	2.5%	1.25
STREAMBANK WHEATGRASS	15%	7.50
PRAIRIE JUNEGRASS	2.5%	1.25
TOTAL LBS./ACRE	100%	50

NOTES:

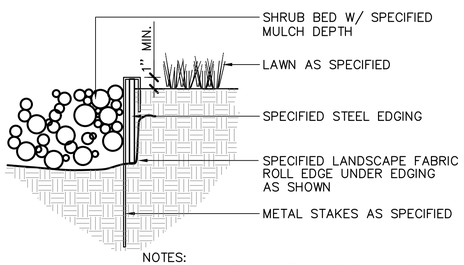
PERCENTAGES OF MIXES VARY YEAR–TO–YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY, CO 80632.
PHONE: 1–800–782–5947
WEBSITE: PAWNEEBUTTESSEED.COM

PROPOSED PLANT MATERIALS LIST

Note: All plant material has been chosen from the CSU Extension Office recommended plant lists. These lists have been cross referenced to find suitable plants for the elevation of Minturn (10,000 ft and above), and also to maximize use of plants native to the area, low-water use plants, and plants that enhance habitat and food sources for insects, butterflies, birds and other animals. The cross referenced lists are the following:

- CSU Extension, Fire Wise Plant Materials - 6.305
- CSU Extension, Trees and Shrubs for Mountain Areas - Fact Sheet No. 7.423
- CSU Extension, Low-Water Native Plants for Colorado Gardens, Mountains 7,500' and Above - CO Native Plant Society
- CSU Extension, Native Trees for Colorado Landscapes - Fact Sheet No. 7.421
- CSU Extension, Native Shrubs for Colorado Landscapes - Fact Sheet No. 7.422

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
	DECIDUOUS TREES			
4	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
1	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
	PERENNIAL FLOWERS (planted @ 12" O.C. spacing)			
7	Golden Banner Thermopsis divaricarpa	1 & 2	Flats of 15	
6	Rocky Mountain Columbine Aquilegia coerulea	1 & 2	Flats of 15 or 32	
	ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)			
9	Junegrass Grass, Koeleria macrantha	1 & 2	1 gal.	Container Full
	DECIDUOUS SHRUBS			
3	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
3	Mountain Spray Holodiscus dumosus	1 & 2	5 gal.	Container, 5 canes minimum 18"–24" ht.
1	Peking Cotoneaster Cotoneaster lucidus	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.
2	Twinberry Honeysuckle Lonicera involucrata	1 & 2	5 gal.	Container, 5 canes minimum 24"–36" ht.



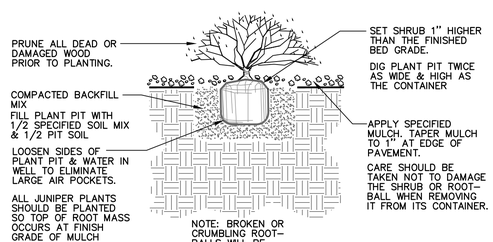
NOTES:
1) SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.

2) EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.

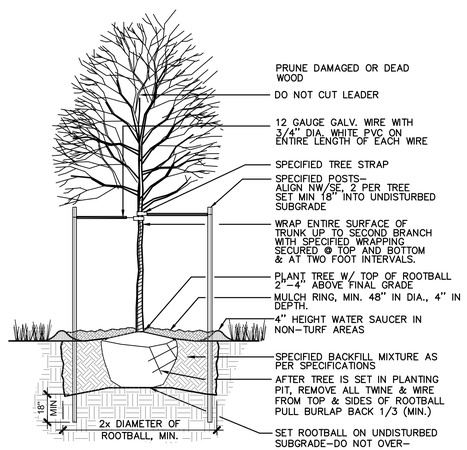
3) ALL JOINTS TO BE SECURELY STAKED.

4) CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

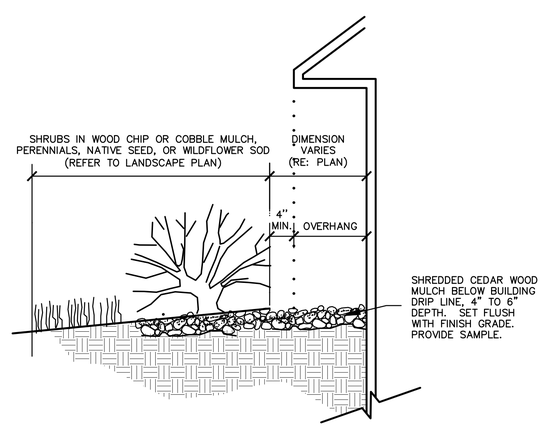
1 L2 STEEL EDGER — NOT TO SCALE



2 L2 SHRUB PLANTING — NOT TO SCALE



3 L2 DECIDUOUS TREE PLANTING — NOT TO SCALE



4 L2 MULCH ARMORED DRIP LINE — NOT TO SCALE

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

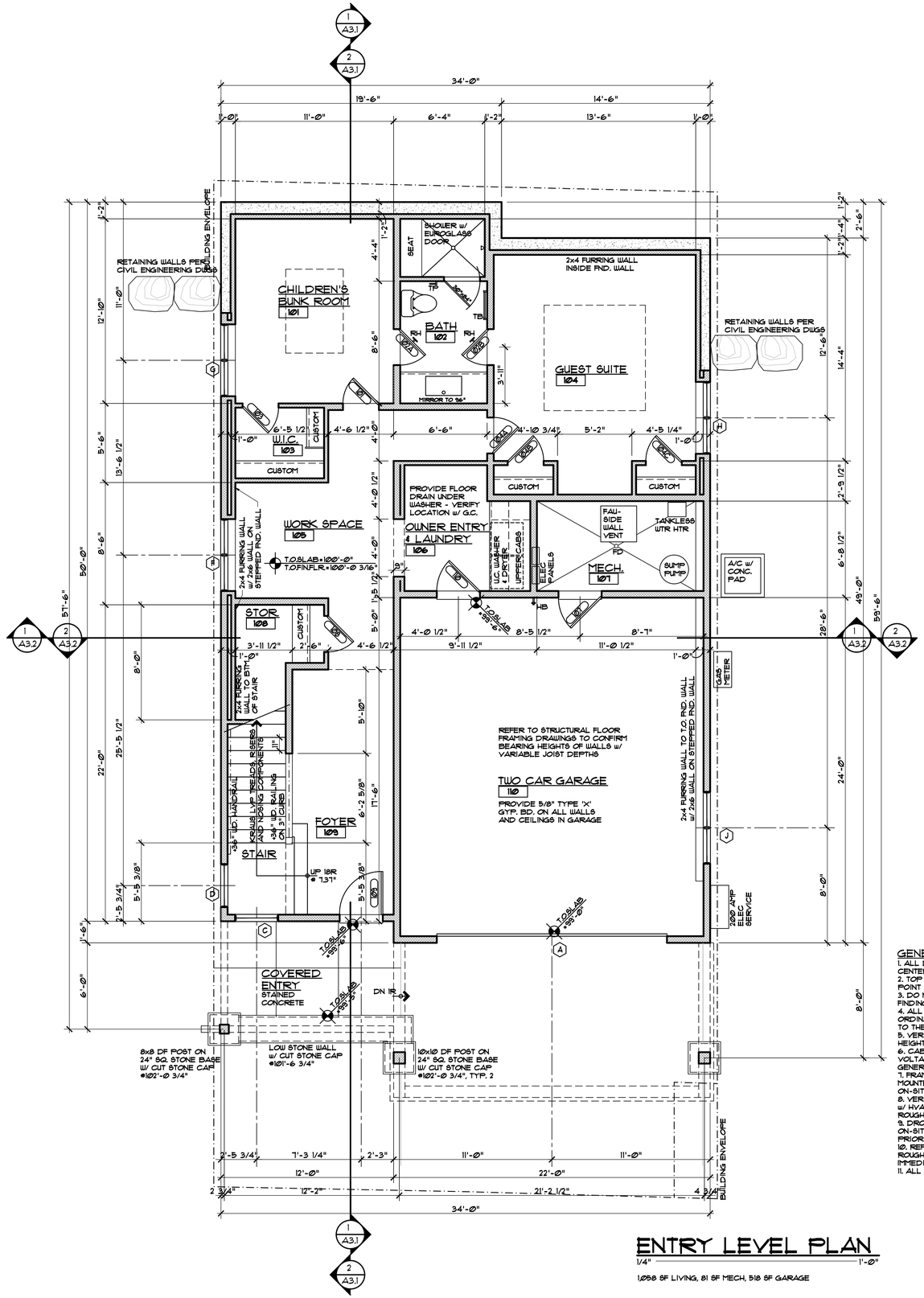
MINTURN NORTH P.U.D.
LOT 36-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 14, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2



ENTRY LEVEL PLAN

1/4" = 1'-0"

1058 SF LIVING, 81 SF MECH, 518 SF GARAGE

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY).
6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL/LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
7. FRAMING CONTRACTOR TO PROVIDE BLOCKING FOR ALL SURFACE MOUNTED ACCESSORIES AND SHALL COORDINATE PLACEMENT WITH ON-SITE SUPERVISOR PRIOR TO INSTALLATION.
8. VERIFY ALL VENTING, DUCTWORK, SUPPLY AND RETURN AIR LOCATIONS w/ HVAC CONTRACTOR PRIOR TO COMPLETION OF FRAMING & ELECTRICAL ROUGH-IN. GENERAL CONTRACTOR TO APPROVE ALL LOCATIONS.
9. DROPPED CEILING AND SOFFIT LOCATIONS SHALL BE APPROVED BY ON-SITE SUPERVISOR AND COORDINATED W/ M.E.P. SUB-CONTRACTORS PRIOR TO INSTALLATION.
10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD, U.N.O.

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(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

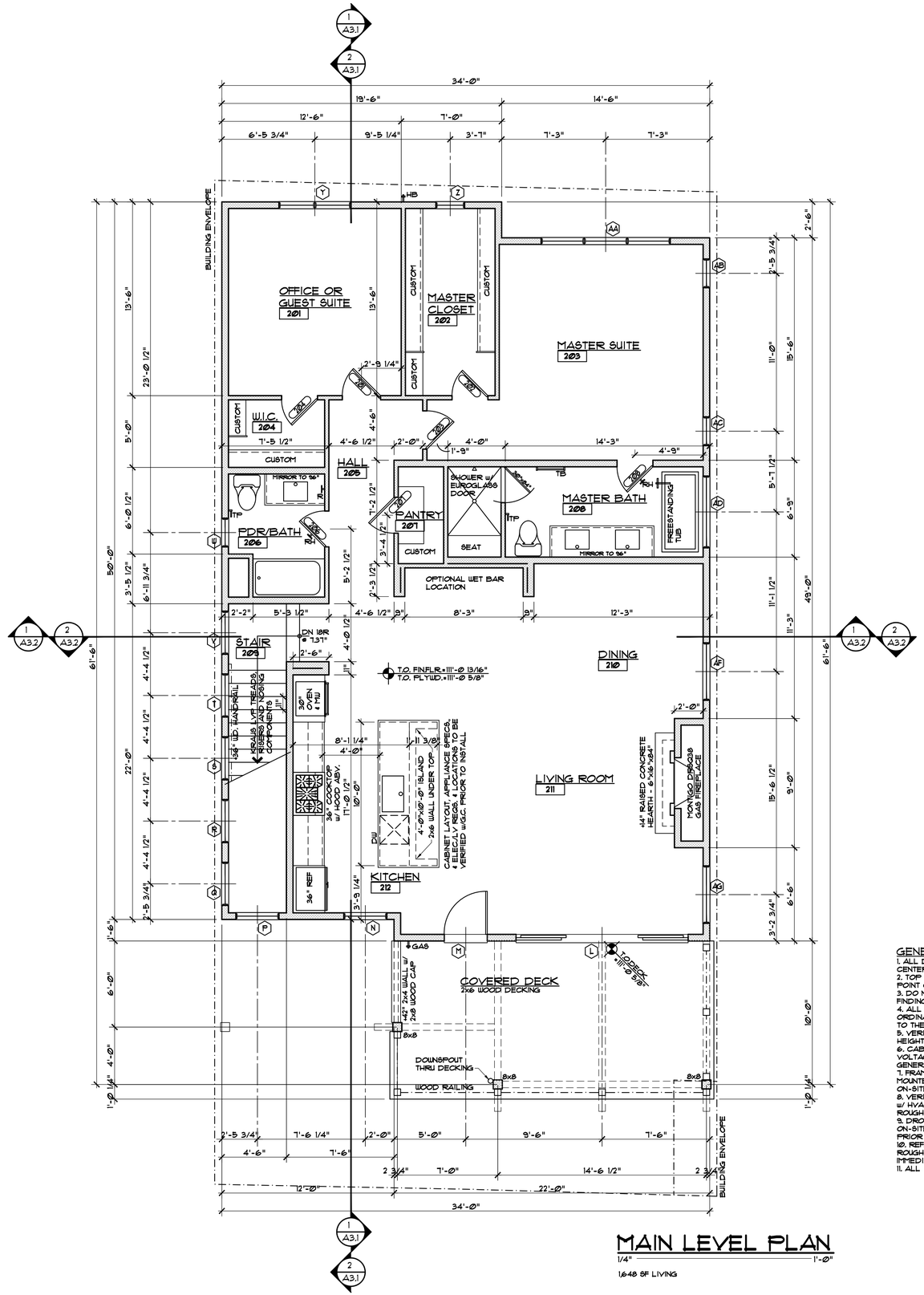
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

HERMES
LOT 36
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L36

ISSUED #	DATE	BY	COMMENTS
3	6-14-24	DJE	DRB SUBMITTAL SET
2	3-04-24	DJE	FINAL PRICING SET

A1.1



MAIN LEVEL PLAN

1/4" = 1'-0"

1648 SF LIVING

GENERAL NOTES:

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ISSUED

#	DATE	BY	COMMENTS
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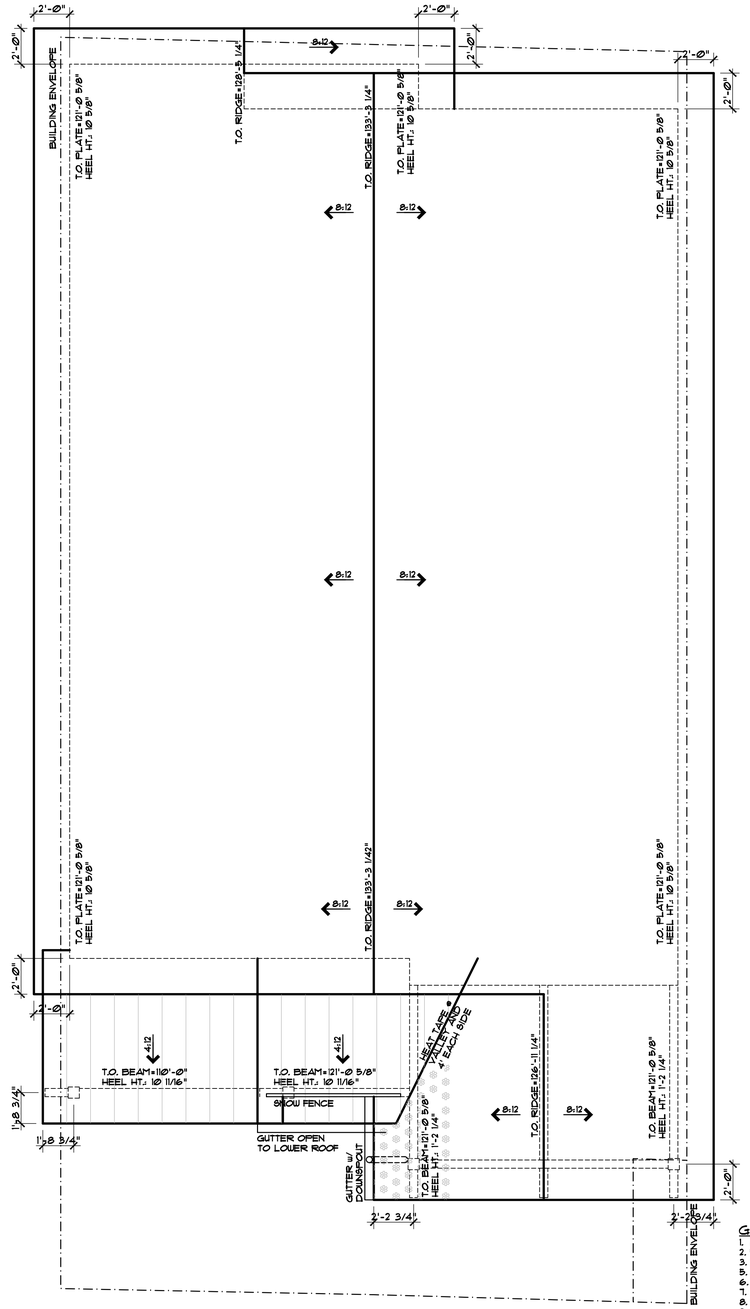
2	3-04-24	DUE	FINAL PRICING SET

A1.2



ROOF PLAN

1/4" = 1'-Ø"

GENERAL NOTES:

1. PRIMARY ROOF PITCHES ARE 8:12, SECONDARY ROOF PITCHES ARE 4:12.
2. PRIMARY ROOFING MATERIAL IS CERTAINTEED BELMONT IR ASPHALT SHINGLES.
3. SECONDARY ROOF MATERIAL IS STANDING SEAM METAL.
5. ALL GUTTERS & DOWNSPOUT TO MATCH METAL ROOF COLORS AND HAVE HEAT TAPE TO DAYLIGHT.
6. ALL VENTS AND PENETRATIONS TO BE PAINTED MATTE BLACK.
7. SNOW FENCE IS S-5 BLIZZARD II DOUBLE PIPE w/ S-5-S CLAMPS by ROCKY MOUNTAIN SNOW GUARDS.
8. SNOW CLIPS INTERLACED IN SHINGLES WHERE HATCHED. CLIPS TO MATCH COLOR OF ROOFING.
9. DIMENSIONS ON ROOF PLAN ARE FACE OF STUD OR CENTER OF POST/BEAM TO FACE OF FINISHED FASCIA.
10. TOP OF PLATE HEIGHTS ARE TO TOP OF FLAT PLATE OR LOW POINT OF BEVELED PLATE.
11. TOP OF BEAM HEIGHTS ARE TO TOP OF FLAT BEAM OR HIGH POINT OF BEVELED BEAM.
12. HEEL HEIGHTS ARE PLUMB DIMENSION AT OUTSIDE FACE OF BEARING.
13. RIDGE HEIGHTS ARE TO FRAMING MEMBERS, NOT ROOF SHEATHING.
14. REFER TO ROOF ELECTRICAL PLAN FOR CLEAR ROOF REQUIREMENTS PER I.E.C.C.

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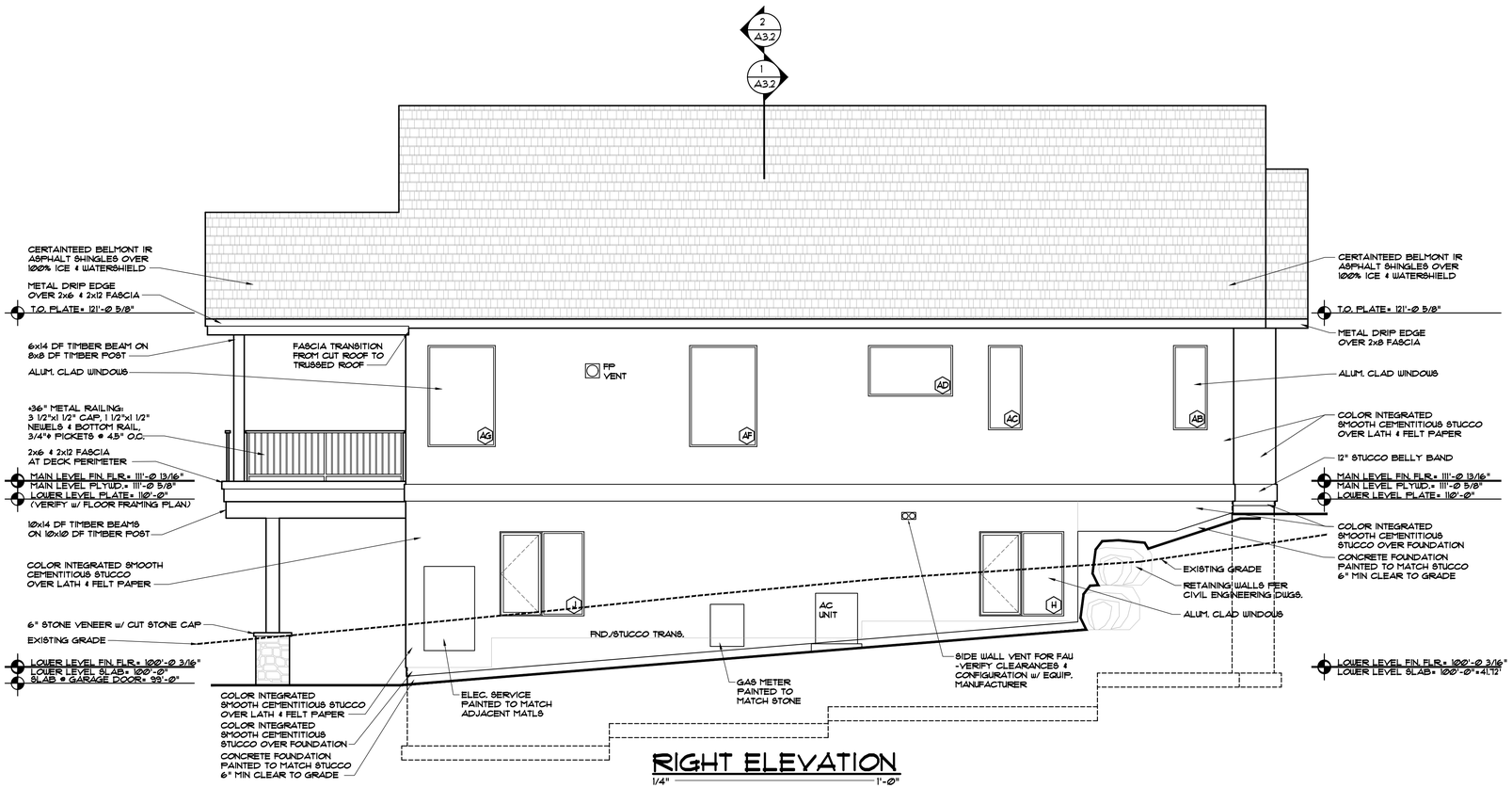
(970) 926-1720

HERMES
LOT 36
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L36

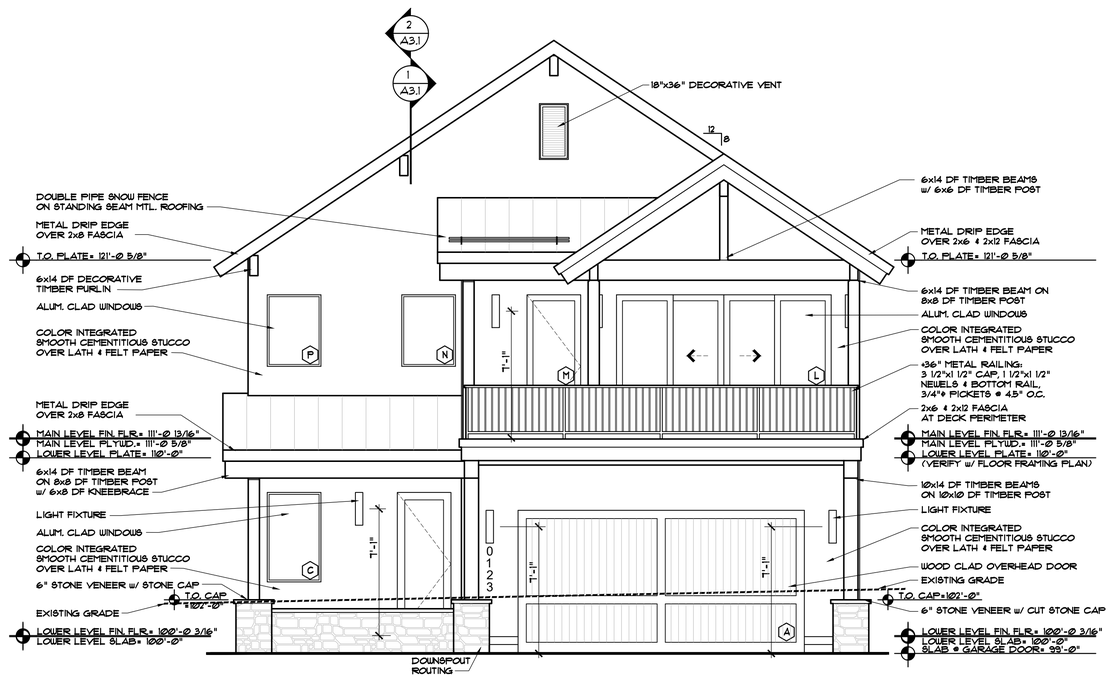
ISSUED			
#	DATE	BY	COMMENTS
3	6-14-24	DJE	DRB SUBMITTAL SET
2	3-04-24	DJE	FINAL PRICING SET

A1.3



RIGHT ELEVATION

1/4" = 1'-0"



FRONT ELEVATION

1/4" = 1'-0"

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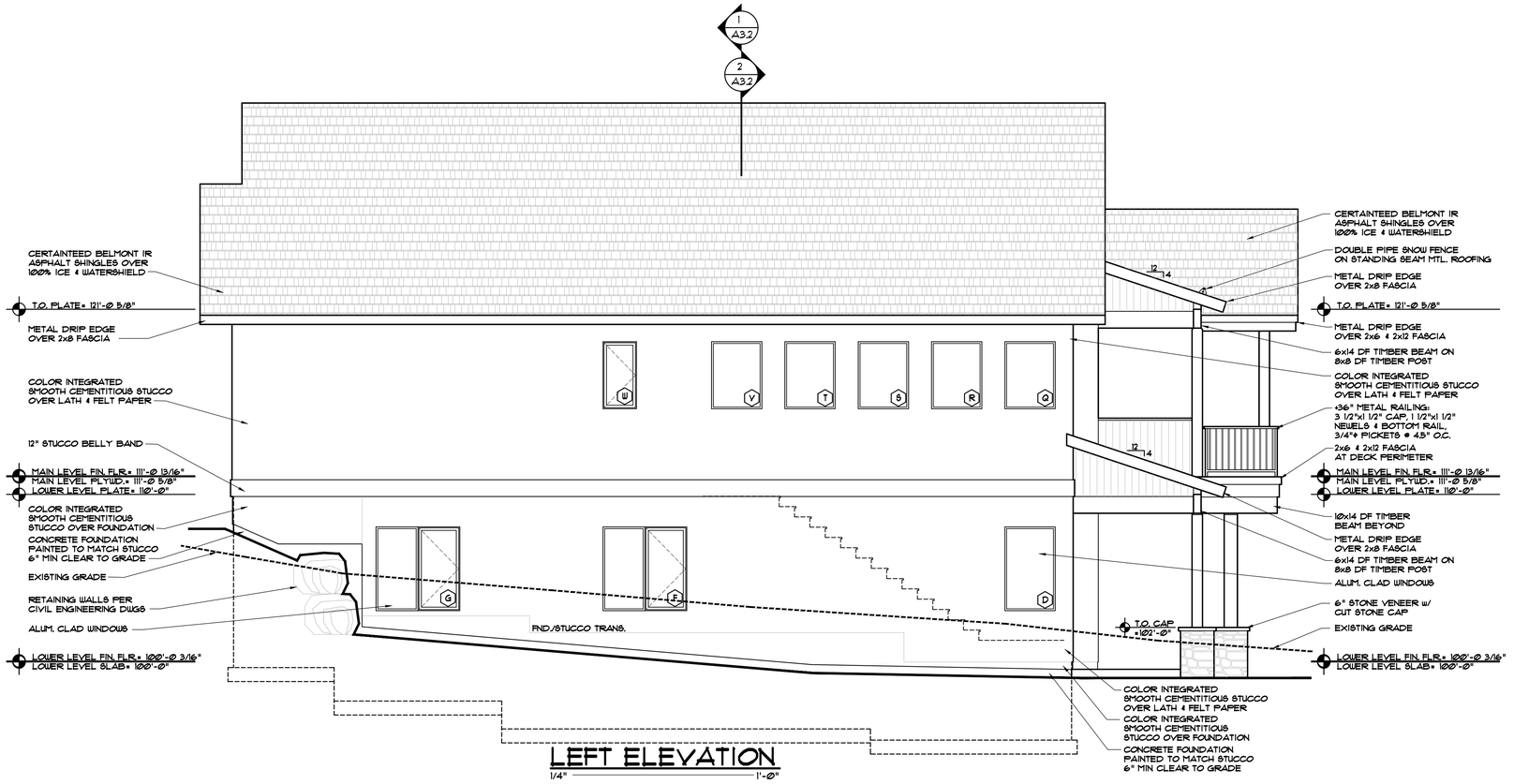
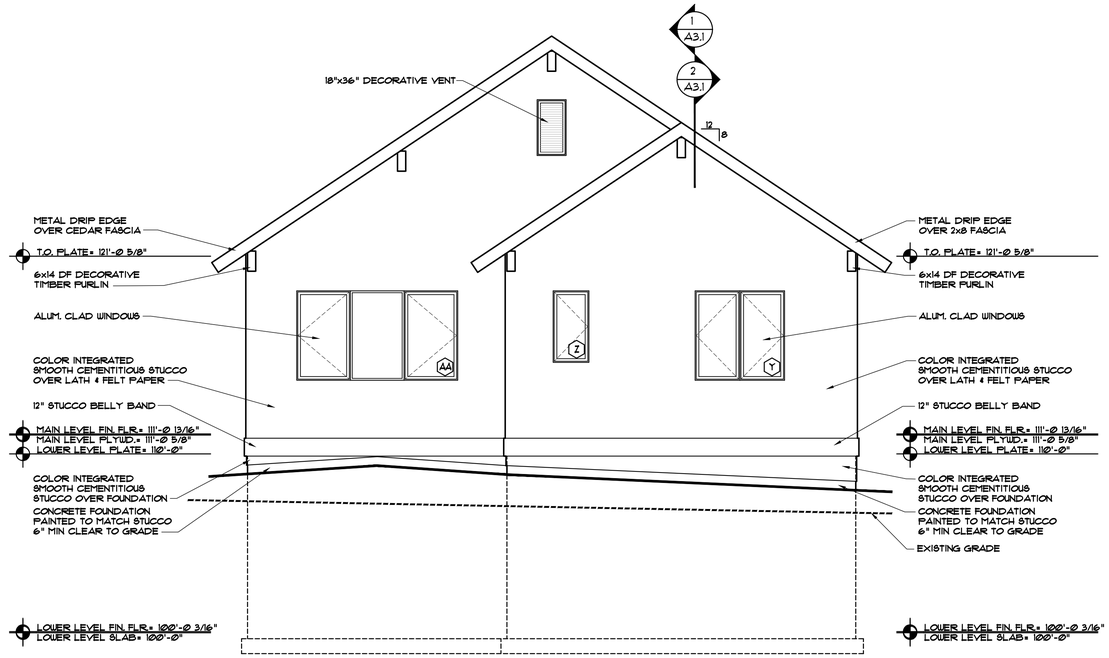
ISSUED #	DATE	BY	COMMENTS
3	6-14-24	DUE	DRB SUBMITTAL SET
2	3-04-24	DUE	FINAL PRICING SET

A2.1



LEFT ELEVATION

1/4" = 1'-Ø"



REAR ELEVATION

1/4" = 1'-Ø"

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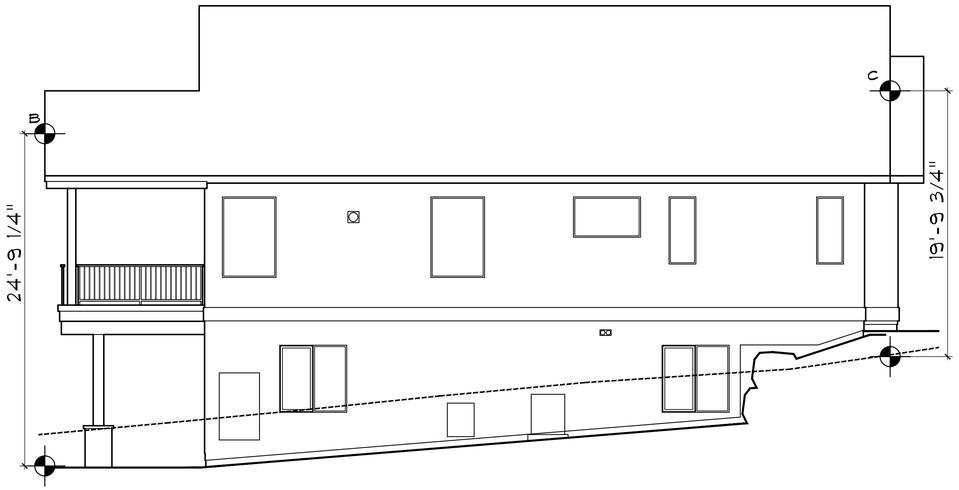
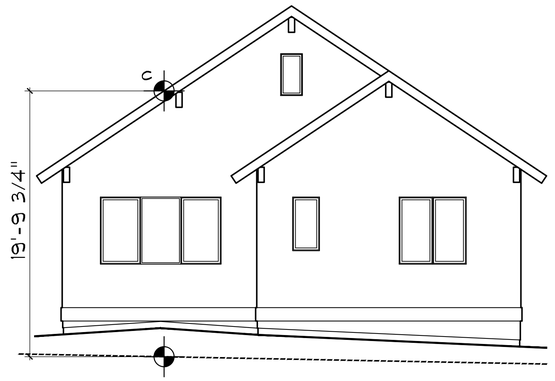
A2.2



RIGHT ELEVATION
1/4" = 1'-0"



REAR ELEVATION
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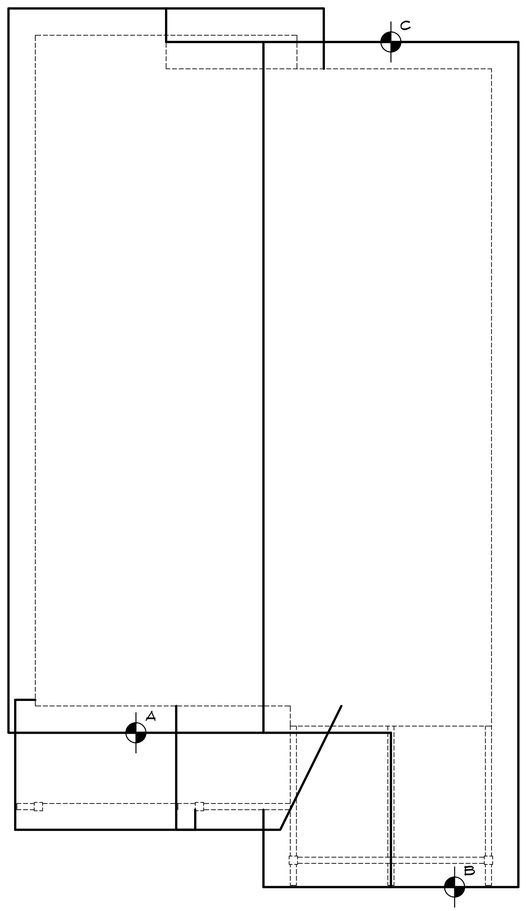
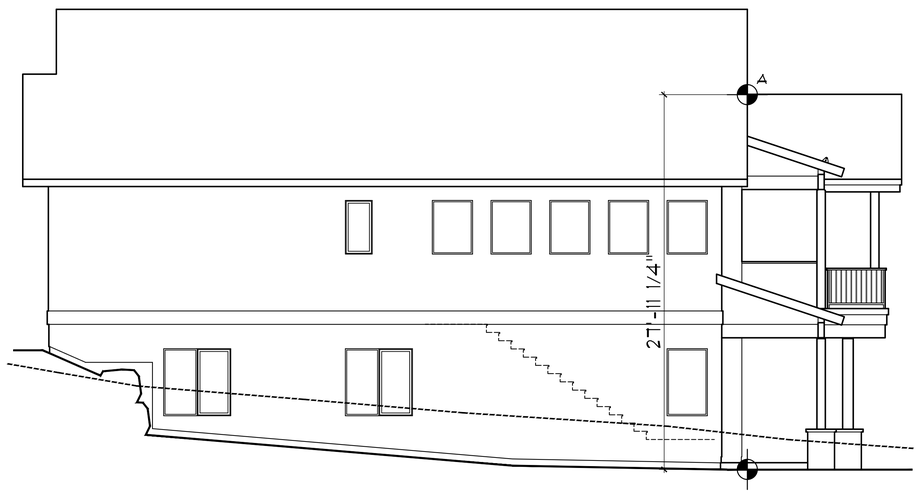


ROOF PLAN
1/4" = 1'-0"



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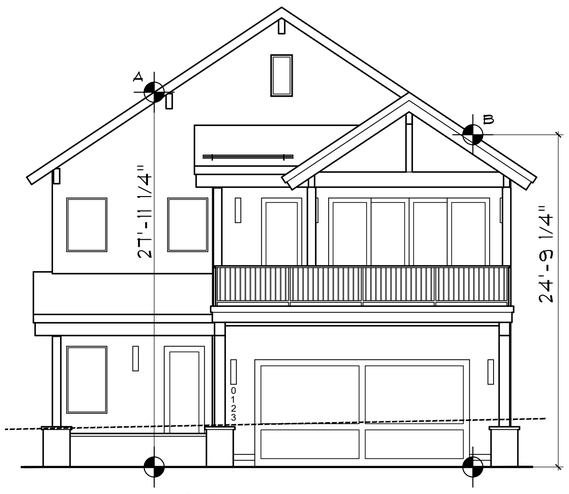

FRONT ELEVATION
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BH1

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

Minturn Historic Preservation Commission
Chair – Ken Halliday
Tracy Andersen
Robert Creasy
Lynn Teach
Kelly Toon

To: Town Council

From: Madison Harris, Planner I

Date: August 2, 2024

Re: Resolution 43 - Series 2024 A Resolution Approving a Contract with Tatanka Historical Associates, Inc.to Execute the Historic Resource Survey Grant

---

Request
Council is asked to approve Resolution 43 - Series 2024 authorizing the Mayor to sign a contract with Tatanka Historical Associates, Inc. in order to execute a Historic Resource Survey.

Introduction
The Town received a $25,000 grant from History Colorado to conduct a Resource Survey with. A committee conducted interviews after sending out a Request for Proposals (RFP) and are recommending to the Town Council that they authorize the Mayor to sign a contract with Tatanka Historical Associates, Inc.

Analysis
Town staff sent out an RFP soliciting proposals to help the Town conduct a Resource Survey. The Town has committed $1,600 of Town funds to this endeavor, so together with the $25,000 grant, there is a budget of $26,600. In response to the RFP, the Town received five proposals. A committee consisting of Historic Preservation Commissioner Kelly Toon, Town Manager Michelle Metteer, and Planner I Madison Harris interviewed all five respondents. After evaluating both the submittals and the interviews, the committee decided on Tatanka Historical Associates, Inc.

Community Input
Proposals were solicited through the Vail Daily, the Town website, and Bidnet.

Budget/Staff Impact:
$26,600

Strategic Plan Alignment
The Town Council's review and approval of the resolution aligns with the following key strategies:

Practice Fair, Transparent and Communicative Local Government

The Town will seek to make informed, data-based decisions with a standard of "doing it right." With an honest approach to all aspects of local government and a focus on the public

process, the Town Council and staff are committed to serving Minturn with the honesty and integrity expected of a small-town government.

Sustain and Invest in the Things that Define Minturn as a Proud, Sturdy Mountain Town to "Keep Minturn Minturn"

Minturn strongly values its full-time resident community. Founded by the working-class, the town continues to emphasize the local's experience and quality of life. To maintain the character of Minturn and its ability to transcend time, the community must continually make strides to emphasize the working class.

Recommended Action or Proposed Motion
"I make a motion to approve Resolution 43 - Series 2024 authorizing the Mayor to sign a contract with Tatanka Historical Associates, Inc. in order to execute a Historic Resource Survey."

Attachments

- Resolution 43 - Series 2024
- Tatanka Historical Associates, Inc. Proposal

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 43 – SERIES 2024

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN TATANKA HISTORICAL ASSOCIATES, INC. AND THE TOWN OF MINTURN FOR CONDUCTING A HISTORIC RESOURCE SURVEY

WHEREAS, the Town of Minturn received a $25,000 grant from History Colorado with matching funds of $1,600, and

WHEREAS, The Town of Minturn issued a Request for Proposals for the conduction of a Historic Resource Survey, and

WHEREAS, Tatanka Historical Associates, Inc. submitted a bid in the amount of $26,600 and the Town considers this the best price based on the Request For Proposal conditions, and

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 as laid forth in the attached Exhibit A and authorizes the Mayor or his designee to execute said agreement.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 7th day of August, 2024.

TOWN OF MINTURN

By:_____
Earle Bidez, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk

Tatanka Historical Associates, Inc.

P.O. Box 1909
Fort Collins, Colorado 80522
tatanka@verinet.com
www.TatankaHistoricalAssociates.com
970.689.4855

1 August 2024

Madison Harris
Planner
Town of Minturn

Subject: Minturn Historic Resources Survey

CONSULTING SERVICES PROPOSAL

Dear Madison,

This revised consulting services proposal is submitted in response to the Town of Minturn's recent Request for Proposals for a combination reconnaissance and intensive-level survey of historic resources in the community. The information contained herein is based upon my understanding of the project area, my reading of the RFP, and my three decades of experience in the field of historic property documentation.

I have visited Minturn on several occasions over the years but have not had the pleasure of doing work there. However, I have provided extensive historic preservation consulting services in nearby communities, including Avon, Wolcott, Glenwood Canyon, Glenwood Springs, Carbondale, Silt, Rifle and Aspen. A list of my regional projects is provided below and more extensive information, including numerous other survey projects, can be found on my website (see the address above).

Because of the work I've done in the area, including historic resource surveys, landmark nominations, and Section 106 studies, I've become familiar with the history of Eagle County and have participated in writing that history through my projects. That work has allowed me to develop an understanding of the area's history as it relates to exploration and settlement, agriculture and mining, railroad and auto transportation, and skiing, recreation and tourism. I've collected various published and unpublished materials on the history of the county and its communities that remain on file in my office as a resource for every project I complete there. I've also spent numerous hours completing research in the Eagle County courthouse and the local history archive at the library in Eagle.

My past projects provide me with the experience necessary to take on new studies throughout Eagle County, including in places like Minturn. Experience completing dozens of survey projects over many years also provides me with a deep practical understanding of the process of recording and analyzing historic resources. Every project is completed with the goal of providing my clients with substantial information that they can use to manage and celebrate those resources into the future. This study will give Minturn the information it needs to prioritize future intensive-level survey, highlight properties that merit individual landmark designation, analyze whether a historic district might be viable, and focus future planning and grant writing that would benefit the town. It will also fulfill one of the action items highlighted by the 2022 Historic Preservation Plan that was developed for Minturn.

The scope of work and cost estimate below address the specific requirements of the RFP along with high-quality practices in the field of historic resource documentation and preservation consulting. I have also provided material related to my personal background and professional work. I believe that I would be a good option for this project because of my extensive experience with survey work throughout Colorado over the past three decades, combined with my focused experience in Eagle County.

Please let me know if any additional information is needed. I am looking forward to assisting the Town of Minturn with this project!

Regards,



Ron Sladek
President

Understanding and Approach

The following tasks, together making up the scope of services, will be completed during this project. These are based upon the Town's expectations as presented in the RFP, best practices in the field of historic resources documentation, and extensive experience completing reconnaissance and intensive-level surveys over many years.

The two primary goals of the project will be to complete a reconnaissance survey of Minturn's historic core, followed by an intensive-level survey of ten properties that merit closer attention. All of the work will be done by myself, Ron Sladek, with no tasks assigned to employees or sub-consultants.

Some of the questions raised in the RFP have been answered in the cover letter, and others are addressed below. All work will be guided by the most recent edition of the *Colorado Cultural Resource Survey Manual*. Throughout this proposal, the Town of Minturn will be referred to as the "Town," and Tatanka Historical Associates will be referred to as "Tatanka."

Start-Up Tasks

Task A: Initial consultation with the State Historical Fund (SHF) – This required meeting will take place with staff from the SHF and Town of Minturn to discuss grant requirements and launch the project.

Task B: File Search - A file search focusing upon the project area will be ordered from History Colorado's Office of Archaeology & Historic Preservation (OAHP). In addition, Tatanka will review OAHP's online COMPASS database to review property records on file with that office that relate to the Town of Minturn.

Task C: Preliminary Research - Eagle County Assessor records and property records on file with the Town of Minturn will be collected and reviewed for the project area.

Phase I. Reconnaissance Survey

This phase of the project will involve a town-wide reconnaissance of historic properties that are over 75 years old. These will be located through county assessor records, information provided by town staff and local residents, and other materials that emerge through the archival research.

Task A: Field Survey – Fieldwork will be completed on foot to identify and catalogue Minturn's numerous historic buildings that are over 75 years old. Primary buildings will be noted, along with secondary buildings and structures, landscaping features, and other historic characteristics that are found in the project area. Essential elements of their architecture, use, age and setting will be recorded. Each property will be photographed for the project report.

All of the reconnaissance and intensive-level work will be completed from the public right-of-way. Consequently, the project will not require seeking permission from the property owners to have their buildings surveyed because no private property will be entered. However, it is good practice for the Town to notify the community of the project and its purpose. Tatanka will assist with educating the public about the project.

Task B: Archival Research – This task will involve reviewing materials already on file in my office, along with locating materials from History Colorado, the Town of Minturn, the Eagle County Historical Society and Eagle Valley Library District. Knowledgeable persons in the town, including preservation advocates and those who have lived there for many years, will be consulted to shed light on the community's historic resources and to help identify its more notable ones.

Task C: Reconnaissance Survey Report - This report will present the results of the reconnaissance survey. It will address in detail the quality and quantity of architectural resources found in the town, along with relevant historic contexts, an annotated bibliography of sources, and the proposed methodology for Phase II intensive-level work. Contextual material will explore themes is Minturn's history in relation to its development and architecture. The survey results will also be summarized in table form.

Task D: Presentation of Findings - The study's findings will be presented to Minturn's Historic Preservation Commission for review and guidance moving into Phase II of the project. This is expected to take the form of the written report along with an in-person presentation to the HPC accompanied by PowerPoint slides. A presentation to Town Council could also take place. Following the receipt of comments from the Town, revisions will be made to the written report and it will be resubmitted as a final draft.

Phase II. Intensive-Level Survey

This phase of the project will involve in-depth documentation of ten of Minturn's more notable historic buildings that are over 75 years old. It is expected that this will include a variety of property uses and architectural styles. This will require new documentation, or perhaps resurvey, of these properties.

Task A: Field Survey - Additional fieldwork will be completed to document the ten properties and related outbuildings and site features for intensive-level survey. This will include photography and the collection of architectural notes. In some cases, this might require access to the properties with the assistance of the Town, although no interiors will be visited. Usually this work can take place from the adjacent right-of-way.

Task B: Archival Research – As with the reconnaissance phase, a file search will take place using Colorado OAHP materials, including that office's COMPASS database. This will determine if any of the intensive-level properties have already been recorded and to collect that information. Archival research, including title searches along with published and unpublished materials and online sources, will be completed to produce in-depth background material on the properties and the people associated with them.

Task C: Site Forms and Intensive-Level Survey Report – Each property will be recorded using an OAHP Form #1403, accompanied by maps, site sketches and photographs. Once these are completed, a detailed survey report will be prepared to present the results of the intensive-level study. This will include sections addressing project background, methodology, environmental setting, field documentation, historic context, survey conclusions, and a bibliography. The survey results will also be summarized in table form for easy access to the information.

Task D: Presentation of Findings - The intensive-level results will be presented to the Town of Minturn and its Historic Preservation Commission for review. This is expected to take the form of the written report and site forms, which will be revised considering any comments. In-person presentations will also be made to the HPC and Town Council.

Additional Scope Items

Project Meetings - Throughout the course of the project, meetings will take place at various times that are to be determined. These will include virtual and in-person meetings with the community, stakeholders, town staff, the HPC and Town Council. A schedule of meetings will be developed early in the project and revised as needed.

Schedule and Timeline

Project Task	Projected Timing
Start-Up Activities	September 2024
Reconnaissance Survey Fieldwork	September-November 2024
Reconnaissance Survey Research and Writing	December 2024-March 2025
Reconnaissance Survey Presentation of Findings	Around 1 April 2025
Intensive Survey Fieldwork	April-May 2025

Intensive Survey Research and Writing of Site Forms	June-September 2025
Intensive Survey Project Report	October-November 2025
Intensive Survey Presentation of Findings Project Completion	1 December 2025

Qualifications & Experience

Tatanka Historical Associates Inc. was founded in 1992 to operate as a full-service consulting firm specializing in historic documentation, interpretation, and planning analysis throughout Colorado and the western United States. Based in Fort Collins, the company's clients over the past three decades have included numerous government agencies on the municipal, county, state and national levels. In addition, the firm has completed projects at hundreds of sites for non-profit organizations, architectural firms, engineering practices, archaeological firms, landscape architects, school districts, airports, ski resorts, developers, and other public and private sector resource owners.

Strong academic qualifications, extensive field experience, and three decades of completing projects throughout Colorado and the western United States allow the firm to provide its clients with expertise in the fields of Western American history, historic property documentation, architectural history, preservation planning and consulting, interpretive planning, and historic resource project management. Responding to the need for reliable and cost-effective historic preservation services, every project undertaken by Tatanka Historical Associates is driven by the goal of providing clients with professional quality documentation and analysis presented in any format, at any location, and on any topic required. The firm has successfully undertaken the management of many complex documentation, interpretation and assessment projects.

In sum, Tatanka's experience has translated into a professional level of expertise in the following areas of consulting:

- Intensive and reconnaissance-level surveys and site/district analysis
- Landmark nominations for local designation, and to the State and National Registers of Historic Places
- Determinations of Landmark Eligibility
- Historic Contexts and Preservation Plan studies
- NHPA Section 106 / CWA Section 404 / EA, EIS & CatEx documentation and analysis for permitting clearances
- Strategic project consulting

- Grant writing – Colorado State Historical Fund and CLG grants
- Preparation of walking tour brochures and interpretive signage
- Assistance with Historic Structure Assessments and tax credit applications
- Liaison work between development teams and regulatory agencies
- Lectures, writing and tours focusing on historic themes, sites and preservation issues
- Research and on-camera work for video documentaries on historic sites and topics

Regional Projects

Over the past three decades, Ron Sladek has completed the following preservation projects in the vicinity of Minturn. Numerous additional historic resources not listed below have been documented throughout Colorado and other states. A complete list as of 2020 is available on the website at www.TatankaHistoricalAssociates.com.

- **ASHCROFT GHOST TOWN (ASHCROFT)**
  - Project: Historical research, field survey, and preparation of a planning report recommending justifiable and defensible boundaries for the townsite, which was occupied during the 1880s silver boom.
  - Client: Aspen Historical Society / White River National Forest

- **ASPEN GROVE CEMETERY (ASPEN)**
  - Project: Comprehensive historic preservation planning and documentation for this extensive pioneer cemetery on the flanks of Smuggler Mountain, in use from 1889 through the present time (project awarded $35,800 in survey and planning grants).
  - Client: City of Aspen, Community Development Department

- **CASTLE CREEK HYDROELECTRIC POWER PLANT (ASPEN)**
  - Project: Historic Structure Assessment assistance for the 1893 Castle Creek Power Plant that served the electrical needs of Aspen and its mines for over six decades (project awarded a $155,000 restoration grant).
  - Client: City of Aspen, Community Development and Streets Departments

- **HOLDEN LIXIVIATION WORKS (ASPEN)**
  - Project: Grant writing, development of a historic preservation plan, field analysis, interpretive trail planning and signs preparation for this 1891 silver mill site adjacent to the city of Aspen.
  - Client: City of Aspen, Parks Department

- **MCMURCHY-ZUPANCIS RESIDENCE (ASPEN)**
  - Project: Preservation research and planning for this 1880s pioneer cabin and barn in downtown Aspen, one of only two remaining untouched properties from the city's mining era.
  - Client: City of Aspen, Community Development Department

- **BOAT TOW AND ASPEN SKI LIFT NO. 1 (ASPEN)**
  - Project: Participation (together with a woodwork expert) in field analysis and report preparation detailing the condition of the 1937 (boat tow) and 1946 (ski lift) remnants of Aspen's nascent ski industry.
  - Client: City of Aspen, Community Development Department

- **UTE CEMETERY (ASPEN)**
  - Project: National Register nomination, historic preservation planning, and project management. These included development of a master preservation plan, oversight of

interpretive trail design, walking-tour brochure production, and coordination of stonework restoration and woodwork analysis for Aspen's pioneer cemetery, in use from 1880 through 1930. Acted as the general contractor and coordinated the work of landscape architects, stonework restoration contractors, and a woodwork consultant. (project awarded over $90,000 in grants).

Client: City of Aspen, Community Development and Parks Departments

Awards: Preservation Honor Award, City of Aspen, Historic Preservation Commission (2003)
State Preservation Honor Award, Colorado Chapter, American Society of Landscape Architects (2005)
National Preservation Honor Award, American Society of Landscape Architects (2005)

- **FIRST PRESBYTERIAN CHURCH (ASPEN)**

  Project: Grant writing and Historic Structure Assessment assistance for this 1890 Richardsonian Romanesque church that has served the Aspen community from its late 1800s mining era through the present time (project awarded a $10,000 assessment grant).

  Client: Aspen Community Church

- **ASPEN-PITKIN COUNTY AIRPORT (ASPEN)**

  Project: Section 106 analysis of an area of potential effect related to the realignment and expansion of the airport runways.

  Client: Barnard Dunkelberg & Company / Federal Aviation Administration

- **MOUNTAIN PLAZA - BIDWELL BUILDING (ASPEN)**

  Project: Research, field documentation, comparative architectural analysis, and preparation of a report detailing the history and significance of this 1965 Modernist building in downtown Aspen, designed by prominent local post-war architect Fritz Benedict.

  Client: City of Aspen, Community Development Department

- **ASPEN INSTITUTE FOR HUMANISTIC STUDIES (ASPEN)**

  Project: Field documentation and archival research for this famed 1950s institute, consisting of an extensive International Style campus designed by Bauhaus-trained architect and landscape architect Herbert Bayer together with Aspen architect, Fritz Benedict.

  Client: City of Aspen, Community Development Department

- **SMUGGLER-MOLLIE GIBSON MINES, CHANGE ROOM-OFFICE BUILDING (ASPEN)**

  Project: Archival research, field documentation and preparation of a report detailing the architecture, history and significance of this c1890 rustic building that served as the change room and office associated with the Smuggler and Mollie Gibson Mines.

  Client: City of Aspen, Community Development Department

- **ASPEN GRADE SCHOOL AND HIGH SCHOOL - RED BRICK SCHOOL (ASPEN)**

  Project: City of Aspen landmark nomination for the 1941 Aspen Grade School and High School, a Mid-Century Modern building known today as the Red Brick School and Red Brick Center for the Arts.

  Client: City of Aspen, Community Development Department

- **ASPEN ELEMENTARY SCHOOL (ASPEN)**

  Project: City of Aspen landmark nomination for the 1960 Aspen Elementary School, an International Style building known today as the Yellow Brick School.

  Client: City of Aspen, Community Development Department

- **PETERS-ANDERSON CABIN & ANDERSON STABLES (ASPEN)**

  Project: City of Aspen landmark nomination for the 1949 Peters-Anderson Cabin, a Mid-Century Rustic Style log building that along with the surrounding property was used from 1955-1970 as Anderson Stables.

Client: City of Aspen, Community Development Department

- **ASPEN PEDESTRIAN MALL (ASPEN)**
  Project: City of Aspen landmark nomination for the 1976 Aspen Pedestrian Mall, a Mid-Century Modern urban landscape that occupies four downtown blocks and was designed by Taliesin-trained architect Robin Molny.
  Client: City of Aspen, Community Development Department

- **MOUNTAIN RESCUE ASPEN BUILDING (ASPEN)**
  Project: City of Aspen landmark nomination for the 1965-66 Mountain Rescue Aspen Building, a Pan-Abode Kit Style building that housed this organization from 1966 to 2014.
  Client: City of Aspen, Community Development Department

- **PAUL SOLDNER HOME AND STUDIO (ASPEN)**
  Project: National Register nomination for the 1957-1995 home and studio complex built by internationally renowned ceramic artist Paul Soldner. The property is being transformed into the Soldner Center, an education facility dedicated to the artistic legacy of Paul Soldner.
  Client: The Soldner Center

- **UTE CEMETERY (ASPEN)**
  Project: Fieldwork, archival research, and extensive writing to update the cemetery's Master Historic Preservation Plan, along with expansion of biographical information about the people buried there.
  Client: City of Aspen, Parks Department

- **NOTTINGHAM POWER PLANT (AVON)**
  Project: State Register nomination, State Historical Fund grant application, field documentation, and preservation planning for the preservation of this electrical power generation plant constructed in 1928 along the Eagle River (awarded a $9,800 grant for assessment). Presented a public lecture and completed on-camera work on a video about the site.
  Client: Town of Avon, Planning Department & Historic Preservation Commission

- **NOTTINGHAM BLACKSMITH SHOP (AVON)**
  Project: Intensive-level documentation and analysis of this circa 1910 log blacksmith shop, located in the town of Avon.
  Client: Town of Avon, Planning Department & Historic Preservation Commission

- **CLYDE NOTTINGHAM HOUSE & HURD COTTAGE (AVON)**
  Project: Intensive-level documentation and analysis of this 1908 house, along with associated outbuildings located in the town of Avon.
  Client: Town of Avon, Planning Department & Historic Preservation Commission

- **RED HOUSE & BARN (AVON)**
  Project: Intensive-level documentation and analysis of this circa 1905 house and barn located in the core historic village of Avon.
  Client: Town of Avon, Planning Department & Historic Preservation Commission

- **HAHNEWALD BARN (AVON)**
  Project: Two phases of intensive-level documentation and preservation analysis of this large circa 1910 livestock barn located at the Avon Wastewater Treatment Plant
  Client: Town of Avon, Planning Department / Eagle River Water & Sanitation District

- **CABIN ON NOTTINGHAM LAKE (AVON)**
  Project: Intensive-level documentation and analysis of this circa 1890 log cabin located adjacent to Nottingham Lake in the town of Avon
  Client: Town of Avon, Planning Department & Historic Preservation Commission

- **MACK FLECK DITCH (AVON)**
  - Project: Intensive-level documentation and analysis of this circa 1895 irrigation ditch that runs along the south side of Avon, south of Highway 6
  - Client: Town of Avon, Planning Department & Historic Preservation Commission

- **NOTTINGHAM & PUDER DITCH (AVON)**
  - Project: Intensive-level documentation and analysis of this 1889 irrigation ditch that runs along the north side of Avon, north and south of Interstate 70
  - Client: Town of Avon, Planning Department & Historic Preservation Commission

- **TRAER CREEK HOMESTEAD (AVON)**
  - Project: Intensive-level documentation and analysis of this circa 1888 homestead site located north of the Eagle River across from Eagle-Vail
  - Client: Town of Avon, Planning Department & Historic Preservation Commission

- **TOWN OF CARBONDALE (CARBONDALE)**
  - Project: Intensive-level survey of 25 residential properties dating from the 1880s through the 1940s in this historic mining, ranching and farming center.
  - Client: Town of Carbondale, Planning Department

- **DENVER & RIO GRANDE RAILROAD CORRIDOR (EAGLE COUNTY)**
  - Project: Intensive-level documentation and analysis of the D&RGRR corridor and its associated tracks and equipment as it runs through the Eagle River Valley
  - Client: Town of Avon, Historic Preservation Commission

- **FOUR MILE CREEK / EARNEST RANCH (GARFIELD COUNTY)**
  - Project: National Register nomination and State Historical Fund grant application for this 1919 alpine ranch and dairy farm located south of Glenwood Springs (project awarded a $34,815 restoration grant)
  - Client: Four Mile Creek Bed & Breakfast

- **MISSOURI HEIGHTS SCHOOL (GARFIELD COUNTY)**
  - Project: National Register nomination, Historic Structure Assessment assistance, and State Historical Fund grant application for this intact 1917 alpine rural school property built by area ranchers (project awarded a $103,757 restoration grant)
  - Client: Missouri Heights Community Association

- **MCCLURE RANCH (GARFIELD COUNTY)**
  - Project: Section 106 documentation and analysis of this 1887 homestead located just east of the Catherine Store, between Carbondale and Basalt
  - Client: Metcalf Archaeological Consultants / Landwest Consultants / Army Corps of Engineers

- **CITIZENS NATIONAL BANK (GLENWOOD SPRINGS)**
  - Project: National Register nomination and Historic Structure Assessment assistance for this prominent 1913 Classical Revival commercial building
  - Client: April Carver and Alice Sundeen, owners

- **CITY OF GLENWOOD SPRINGS (GLENWOOD SPRINGS)**
  - Project: Intensive-level survey and documentation in 1998 of 40 historic residential, commercial, ecclesiastical and resort buildings and sites throughout the downtown district, including the Hotel Colorado, Glenwood Hot Springs and Vapor Caves
  - Client: Frontier Historical Society / City of Glenwood Springs, Planning Department

- **GLENWOOD SPRINGS HYDROELECTRIC POWER PLANT (GLENWOOD SPRINGS)**
  - Project: National Register nomination for this 1888 municipal hydroelectric power plant, the oldest still standing in Colorado
  - Client: Glenwood Springs Center for the Arts / City of Glenwood Springs

- **CITY OF GLENWOOD SPRINGS (GLENWOOD SPRINGS)**
  - Project: Intensive-level survey and documentation in 2019-2020 of 34 historic commercial and residential properties in the downtown district, including the Hotel Denver and other prominent sites.
  - Client: City of Glenwood Springs, Planning Department

- **COBBLEHURST (NO NAME, GLENWOOD CANYON, GARFIELD COUNTY)**
  - Project: Colorado State Register nomination for this prominent 1909 Craftsman bungalow constructed of cobblestones from the adjacent Colorado River.
  - Client: Steven and Janette Buchanan, owners

- **GARFIELD COUNTY REGIONAL AIRPORT (RIFLE)**
  - Project: Section 106 field survey and analysis of an area of potential effect related to the realignment and expansion of the airport runways
  - Client: Barnard Dunkelberg & Company / Federal Aviation Administration

- **SKELLY-LIMBACH RANCH (SILT)**
  - Project: Field survey, archival documentation, and National Register eligibility analysis for this 1890 homestead and ranch located southwest of Silt, converted in recent decades into a wildlife rehabilitation center.
  - Client: Pauline S. Schneegas Wildlife Foundation

- **HOLLAND-JOUFLAS RANCH (WOLCOTT, EAGLE COUNTY)**
  - Project: Section 106 field survey, archival documentation, and analysis of this 1880s alpine homestead and cattle/sheep ranch that once occupied much of the valley at Wolcott.
  - Client: Metcalf Archaeological Consultants / Hermes Resort Properties
    Colorado Department of Transportation / US Army Corps of Engineers

Recent Survey Projects and References

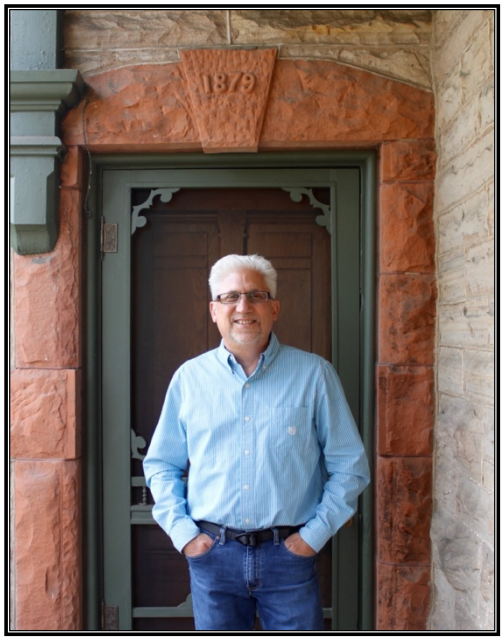
- **CITY OF GLENWOOD SPRINGS (GLENWOOD SPRINGS)**
  - Project: Intensive-level survey and documentation in 2019-2020 of 34 historic commercial and residential properties in the downtown district, including the Hotel Denver and other prominent sites.
  - Client: City of Glenwood Springs, Planning Department
  - Contact: Emery Ellingson, Town Planner (emery.ellingson@cogs.us)
    Bill Kight, Director, Glenwood Springs Historical Society (history@rof.net)

- **COLLEGE AVENUE SURVEY (FORT COLLINS)**
  - Project: Intensive-level field documentation, archival research, and landmark eligibility determinations for 50 commercial properties in the College Avenue corridor through downtown Fort Collins. The street has been the city's primary commercial thoroughfare since the late 1800s.
  - Client: City of Fort Collins, Community Development and Neighborhood Services
  - Contact: Jim Bertolini, Preservation Planner (jbertolini@fcgov.com)

- **WELLINGTON DOWNTOWN DISTRICT (WELLINGTON)**
  - Project: Intensive-level survey of 25 early to mid-twentieth century commercial and residential buildings in the downtown commercial district of this agricultural market center.
  - Client: Main Street Program / Chamber of Commerce
  - Contact: Annie Lindgren (sunshineinkllc@gmail.com)
    Caitlin Morris, Community Liaison (MorrisC@wellingtoncolorado.gov)

Project Personnel

Ron D. Sladek
President, Tatanka Historical Associates Inc.
Historian and Historic Preservation Consultant



Education

B.A., Political Science & Philosophy, University of Colorado, Boulder CO, 1983
M.A., American History (Western US, Social & Cultural), University of Colorado, Boulder CO, 1987
Postgraduate Work in Historic Preservation, Colorado State University, Ft. Collins CO, 1991-1992

Professional Experience

Ron Sladek, founder and president of Tatanka Historical Associates Inc., completed his graduate studies at the University of Colorado in 1987, focusing upon American social and cultural history with an emphasis on the western United States. After obtaining his degree, Ron moved to Minneapolis-St. Paul and began employment with Twin City Testing, one of the nation's largest engineering consulting firms. Working as the company's Property Research Coordinator from 1988 to 1991, he conducted historical and public records research and analysis on more than 500 sites throughout the central United States. Ron's work with Twin City provided him with broad experience on a national level in the field of historical and public records research methodology.

In addition to his full-time employment, Ron worked as a freelance research historian, writer and adult education instructor. He was employed by residents of St. Paul's Summit Avenue National Register District to prepare histories of their homes and taught a monthly

seminar in Minneapolis on researching historic properties. Additionally, Ron developed and led a popular series of walking tours of the Summit Avenue National Register District that drew hundreds of people each month who were interested in the area's architecture and history.

After returning to Colorado in 1991, Ron was employed by Fraserdesign in Loveland as an Architectural Historian in the field of historic preservation consulting. In this position he worked on historic bridge surveys for the states of Iowa and Missouri, completing field analysis and writing Historic American Engineering Record documents and determinations of eligibility for the National Register of Historic Places. At the same time, he pursued post-graduate education in the field of historic preservation at Colorado State University in Fort Collins.

Tatanka Historical Associates was founded in 1992, the result of Ron's academic and practical experience, and his desire to create a high-quality firm that would focus upon historical research, writing, education, planning and other areas of preservation consulting. As the company's President and Principal Consultant, Ron's responsibilities include project management, conducting research and field survey work, writing project reports, assembling teams of experts, consulting with clients, and supervising the work of technical support personnel. His expertise in the fields of Colorado history, Western American history, architectural history, property documentation, research and analysis, and historic preservation is utilized in all stages of every project.

Ron now has three decades of experience in historical writing, archival research, field analysis, consultation and education. He has provided his clients with a variety of services involving several thousand properties located throughout fifteen states. Additionally, Ron works as a writer and educator in the areas of Western American cultural and social history, industrial and technical history, architectural history, and historic property research and analysis. He has completed numerous projects and developed an excellent reputation and broad degree of experience, which is applied to every new project undertaken by his consulting firm.

In addition to his work with Tatanka Historical Associates, Ron has been an active public speaker and volunteer. He completed research and on-camera work for eight documentary history programs for the Poudre School District and City of Fort Collins that are regularly screened in classrooms and on public television. Ron has devoted much time to local and statewide preservation boards, commissions and committees. He is a member of the Colorado Endangered Places Committee, which annually determines which historic properties deserve the state’s attention.

From 2010 to 2016, Ron served on the Fort Collins Landmark Preservation Commission, five years as its chair. In this role, he facilitated regulatory hearings, participated in numerous design review meetings, spoke frequently at public events, and worked closely with the city’s planning staff. Colorado Governor John Hickenlooper appointed Ron to three consecutive terms from 2014 to 2019 on the State Historic Preservation Review Board, which approves applications for the State and National Registers of Historic Places. Finally, since 2016 Ron has served as co-founder and president of Historic Larimer County, which provides preservation education and advocacy services throughout the county’s many rural and urban communities.

Professional Affiliation

- Colorado Preservation Inc.
- Colorado Historical Society
- Utah Historical Society
- Wyoming Historical Society
- Alliance for Historic Wyoming
- Historic Larimer County
- Various Local Historical Societies

Professional Public Service

- Board of Directors, Friends of the Rialto Theater, Loveland, CO, 1991-1994
- Regional and Statewide Committees, Colorado Endangered Historic Places Program, Colorado Preservation Inc., 2003-2020
- Landmark Preservation Commission, Fort Collins, CO, 2010-2016 (Chair 2012-2016)
- City of Fort Collins, Urban Design Awards Committee, Fort Collins, CO, 2013-2019
- Board of Directors, Golden Hill Cemetery, Lakewood, CO, 2015-Present
- Colorado State Historic Preservation Review Board, 2014-2019 (Appointed by Colorado Governor John Hickenlooper)
- Co-Founder and Board President, Historic Larimer County Inc., 2016-Present

Awards

- Award for Excellence in Historic Research and Writing, Fort Collins Historical Society (2003)
- Preservation Honor Award, Aspen Historic Preservation Commission (2003)
- State & National Preservation Honor Awards, American Society of Landscape Architects (2005)
- Josephine H. Miles Colorado History Award, Colorado Historical Society (2007)
- Urban Design Award, Linden Street Interpretive Project, City of Fort Collins (2013)
- Honor Award for Outstanding Contributions to Historic Preservation, City of Fort Collins (2017)

Cost Proposal

The costs detailed below provide a breakdown of the estimated hours and expense to complete each part of the project's scope of work. This information is based upon extensive past project experience, together with the project location and the corresponding fieldwork, research and writing that will be required to complete this effort. It should be noted that these numbers are estimates and that some tasks might require more time and others less than anticipated. There will be some movement of time and cost between tasks as the project proceeds. However, the project's total cost will not be exceeded unless the scope changes and without prior discussion with the client.

Task A:	**Project Start-Up**	**$400.00**
Task B:	**Phase I and II Field Documentation**	**$3,200.00**
Task C:	**Phase I and II Archival Research**	**$3,800.00**
Task D:	**Phase II Survey Forms**	**$15,000.00**
Task E:	**Project Reporting and Completion**	**$4,200.00**
Project Total		**$26,600.00**

MEMORANDUM

DATE: July 2 ,2024

TO: CAST Membership

FROM: Jonathan Godes, CAST President

RE: 2024 Legislative Position Statement on Housing

Please find attached the CAST 2024 Colorado Legislative Position Statement on Housing. As you will see, the legislative proposals it contains would give local governments more tools and revenue options to address housing issues in the discretion of each individual local government and its residents. We have developed these concepts through a great deal of collaboration within the CAST Housing Task Force, including working groups for each proposal, and they have the support of the CAST Board of Directors.

The CAST board requests that each Colorado CAST member governing body consider lending its support to this position statement as well. It would be ideal to have this support **by August 9**. While each CAST member will find different value in the various proposals, by working in concert we demonstrate greater backing for the package as a whole and for our fellow local governments seeking to pursue one of these options. We intend to engage other partner organizations in the effort as described in the position statement, and as we work with others, these proposals may evolve or expand. As they do, our intent will remain to secure more opportunities to address our housing needs while preserving our existing means of serving and representing our communities.

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 44 – SERIES 2024

A RESOLUTION EXPRESSING SUPPORT FOR THE COLORADO ASSOCIATION OF SKI TOWNS 20214 LEGISLATIVE POSITION STATEMENT ON HOUSING

WHEREAS, The Town Council of the Town of Minturn is a member of the Colorado Association of Ski Towns; and,

WHEREAS, The Town Council recognizes the importance of municipal discretion that best supports the individual needs of each community; and,

WHEREAS, The Town recognizes the need to address the needs of workforce and affordable housing in our communities.

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

1. The Minturn Town Council supports the attached Colorado Association of Ski Towns 2021 Colorado Legislative Statement on Housing.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 7th day of August, 2024.

TOWN OF MINTURN

By:_____
Earle Bidez, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk

COLORADO ASSOCIATION OF SKI TOWNS
2024 COLORADO LEGISLATIVE POSITION STATEMENT ON HOUSING

OVERVIEW: The Colorado Association of Ski Towns (CAST) represents the mountain resort communities throughout Colorado. Colorado's ski industry generates $4.8 billion in annual economic output, supports more than 46,000 year-round equivalent jobs, and generates $1.9 billion per year in labor income. (RRC Associates). The lack of available and attainable housing for employees in Colorado mountain resort communities has reached a crisis level which is directly impacting the provision of basic services as well as the ability to adequately staff and operate all businesses, from ski resort companies to local, small businesses. CAST supports targeted legislation to provide additional financial tools for Colorado mountain communities to address housing needs.

AUTHORIZE LOCAL SHORT-TERM RENTAL TAXES: CAST supports legislation to specifically authorize counties and municipalities to refer short term rental taxes to the voters with the proceeds of such revenues to be dedicated to local workforce and affordable housing.

AUTHORIZE LOCAL VACANCY TAXES: CAST supports legislation to clearly allow municipalities and counties to refer residential vacancy taxes to their voters. Census data shows residential vacancy rates soaring above 40% in some Colorado mountain towns facing acute housing shortages. Vacancy taxes, also known as empty homes taxes, incentivize homeowners to rent their homes to local residents rather than rent them at peak times and leave them empty most of the year. Additionally, this would disincentivize the use of homes as investments and result in a higher utilization as actual homes. Revenue from the tax would fund local affordable and workforce housing. CAST proposes that county assessors or the state facilitate the process by identifying the vacant homes in a taxing jurisdiction and tying enforcement into existing administrative processes

AUTHORIZE LOCAL REAL ESTATE TRANSFER FEES: The Colorado Constitution prohibits new *taxes* on the transfer of real estate, but the courts have long held fees to be different from taxes. CAST supports legislation to expressly allow municipalities and counties to adopt fees on the transfer of real estate, with the fee revenues to fund local affordable and workforce housing. This can be a powerful tool; total revenues from legacy real estate transfer taxes in CAST member municipalities have risen above $80 million annually.

CAST TO WORK WITH PARTNER ORGANIZATIONS: In supporting this position statement, CAST members support CAST seeking to work with the Colorado Municipal League; Colorado Counties, Inc.; Colorado Counties Acting Together; and any other organizations who agree to support these proposals, and members formally request these organizations initiate and pursue this legislation on their behalf.

CONTACT INFORMATION: For more information please contact, Margaret Bowes, Executive Director, Colorado Association of Ski Towns, (970) 389-4347, mbowes@coskitowns.com; or Dan Kramer, CAST Housing Task Force Chairperson, dkramer@estes.org.

To: Mayor and Town Council
From: Cindy Krieg, Court Clerk
Date: 08/01/2024
Agenda Item: Resolution 41-2024, A Resolution Re-Appointing the Minturn Municipal Judge

REQUEST:
Town Council is asked to re-appoint the Minturn Municipal Judge for a two-year term. The future end date / renewal date of the term has been adjusted to match the Deputy Judge term.

INTRODUCTION:
Town Council appoints the Municipal Judge by resolution in accordance with state law and Minturn Municipal Code. Pursuant to Minturn Town Charter Section 6.1 and Town Code Section 2-5-40 the Minturn Town Council Shall appoint the Municipal Judge every two years.

ANALYSIS:
Judge Erik Johnson is currently serving as the Minturn Municipal Judge. The Town of Minturn and Judge Johnson wish to continue this arrangement.

BUDGET / STAFF IMPACT: The position of Municipal Judge is included in the annual budget.

STRATEGIC PLAN ALIGNMENT:

- **PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT**

RECOMMENDED ACTION OR PROPOSED MOTION:
The Council is asked to re-appoint the Municipal Judge for another two-year term commencing on August 7, 2024.

ATTACHMENTS:

- Resolution 41-2024

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 41 – SERIES 2024

A RESOLUTION RE-APPOINTING TOWN MUNICIPAL COURT JUDGE

WHEREAS, Judge Erik Johnson currently serves as the Town of Minturn Municipal Judge; and

WHEREAS, The Town of Minturn Municipal Court and Judge Johnson wish to continue this arrangement; and

WHEREAS, pursuant to Minturn Town Charter Section 6.1 and Town Code Section 2-5-40 the Minturn Town Council Shall appoint the Municipal Judge every two years.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT THE FOLLOWING INDIVIDUALS ARE HEREBY APPOINTED AS INDICATED:

NAME	**TERM**
Erik Johnson	August 7, 2024 – May 14, 2026

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 7th day of August, 2024.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk

To: Minturn Town Council
From: Michelle Metteer
Date: August 7, 2024
RE: Town Manager Update

Bulb Outs

Temporary bollards will be installed in the coming weeks as part of the bulb out program to increase line of sight for pedestrians and vehicles utilizing side streets adjoining Main Street. Bulb outs were recommended in the Imagine Minturn Community Plan and have been requested by multiple residents. With this effort comes change, which has not been supported by all. There are some businesses on Main Street who have expressed concern about the loss of parking and the inability of customers to find parking, hence, not utilizing their establishments. As was stated when the program began, this is a temporary measure that will be reviewed by Council for considering the benefits vs drawbacks and addressed accordingly.

Community Events

With the results of the Community Survey, staff has reevaluated the community events to ensure the events being offered by the town are in alignment with the interests of the community. A brief survey was published to seek resident feedback on desired new community events. Included is a summary of the survey results. With Council's support and given the short turnaround for a "fall harvest" type event, staff looks to support Minturn's local businesses in scheduling a few "First Friday" events for the community.

Safe Streets 4 All (SS4A)

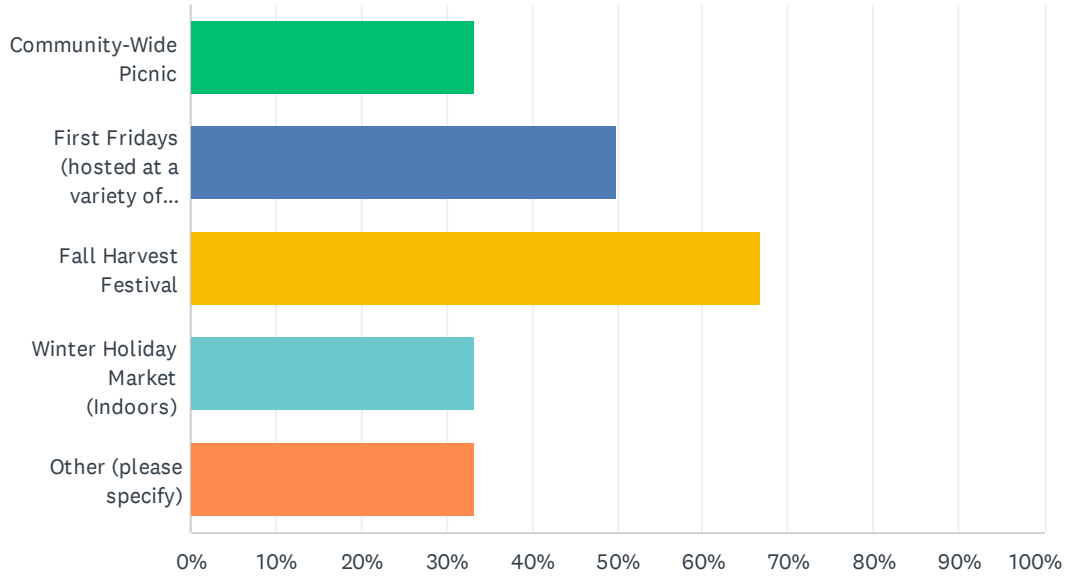
Staff are preparing for the kickoff meeting of the Safe Streets for All planning grant. All contracts and paperwork have been signed and residents have volunteered to take part in the initial stakeholder group. More to come.

Railroad Avenue Pedestrian Improvements

The initial Public Utilities Commission application has been submitted for review to allow for pedestrian access over the (already paved) railroad at Railroad Avenue and Taylor St. Once approved by the PUC, staff will put the project out to RFP and come before Council for contract approval before work can begin, hopefully later this fall.

Q1 The Results of the recent Community Survey indicated the desire for more community-centric events. The Town is seeking feedback on the types or styles of events that our residents would like to see. Please let us know your preferences. Select All that apply. Thank you!

Answered: 24 Skipped: 0



ANSWER CHOICES	RESPONSES	
Community-Wide Picnic	33.33%	8
First Fridays (hosted at a variety of local businesses)	50.00%	12
Fall Harvest Festival	66.67%	16
Winter Holiday Market (Indoors)	33.33%	8
Other (please specify)	33.33%	8
Total Respondents: 24		

#	OTHER (PLEASE SPECIFY)	DATE
1	Block parties; kids events	6/13/2024 9:58 AM
2	Children's catch and release fishing day on the Eagle river.	6/13/2024 9:35 AM
3	Bike festival, encouraging people to ride their bikes to Minturn on the new bike path and then activating the bike park	6/12/2024 9:27 AM
4	Food trucks/festival near little beach at a summer concert?	6/11/2024 2:23 PM
5	More like the Hometown Throwdown	6/11/2024 2:01 PM
6	Street party	6/11/2024 1:12 PM
7	Wine / whiskey tastings on Main Street at the existing vendors	6/11/2024 12:16 PM

8	I would prefer an outdoor holiday market with stalls akin to a German Christmas market! we all live in the mountains - we can brave the cold!	6/11/20


MINTURN SCHOLARSHIP FUND
HELPING MINTURN'S STUDENTS
10 YEAR'S OF FUNDING

2009 Funding
Battle Mountain Development
Annexation Agreement

COLORADO MOUNTAIN COLLEGE

1ST & MAIN INVESTMENT ADVISORS

$50,000

Room named for Town of Minturn

$300,000

2 Endowment Funds

Eligibility

Minturn Resident - minimum of 2 years

Complete Application

Two Character References

Proof of FAFSA Application

Committee Interview

Scoring

GPA

Reference Letter 1

Reference Letter 2

Extra Curricular Activities

Committee Interview

Funding Approved

Year	# Applications	# Approved	Award Amount
2015			$4000
2016	5	5	$4250
2017	8	7	$6950
2018	7	5	$6563
2019	6	5	$6541
2020	7	5	$6570
2021	5	5	$6342
2022	8	6	$6510
2023	10	9	$7912
2024	8	8	$7678

Scholarships by the Numbers

Applications Received = **64**

Applications Approved = **55**

Amount Awarded = **$63,316**

Committee Members

Jerry Bumgardner – Endowment Holder, Council

*Shelley Bellm – Endowment Holder, Council

George Brodin – Council

Brian Eggleton - Council

*Kate Schifanni – Council

*Eric Gotthelf - Council

Cliff Thompson – Battle Mountain

*Tim McGuire – Battle Mountain

Mary Perdue – Battle Mountain

Mike Martinez - Resident

*Jill Kanakis – Resident

*Stephanie Gallegos – Resident

Jim White – Town Staff

*Michelle Metteer – Town Staff

*Current Members

Questions?

Thank you!

We have arrived!

Colorado's Next Great RTA

AUGUST 7, 2024
Tanya Allen, Core Transit Executive Director
tanya.allen@coretransit.org

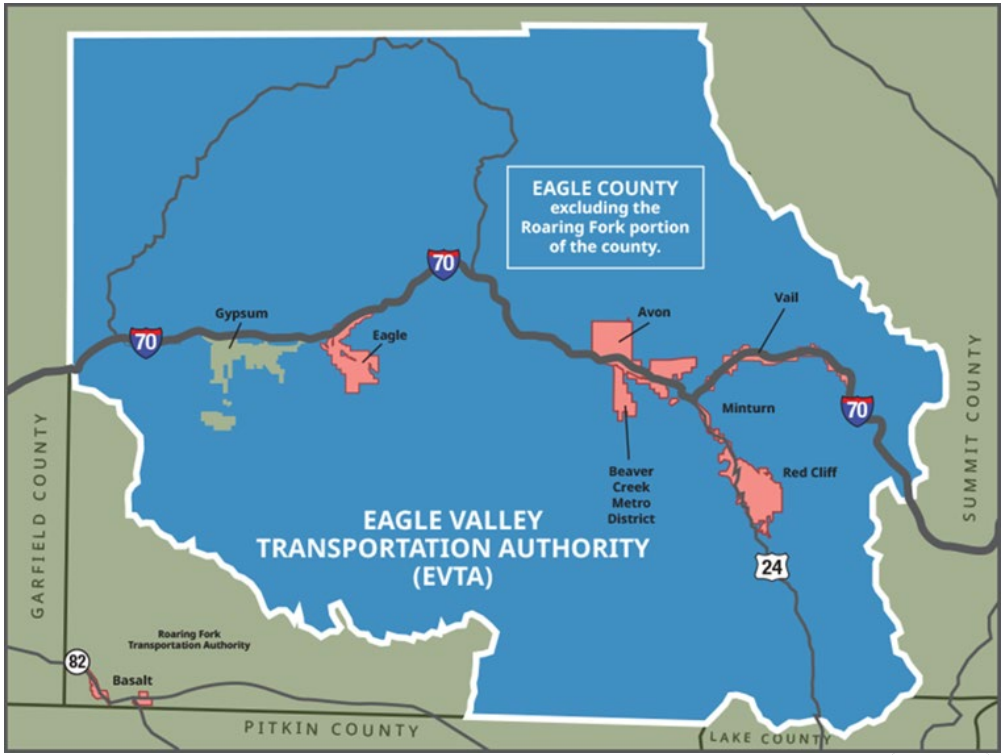
CORE TRANSIT

Who are we?

1. Core Transit is the new name for the Eagle Valley Transportation Authority, a seven-jurisdiction RTA formed in November of 2022 to replace the former Eagle-County run ECO Transit.

2. Core Transit's members are Eagle County, Colorado; the Towns of Avon, Eagle, Minturn, Red Cliff and Vail; and the Beaver Creek Metro District. Gypsum and Leadville are non-members that remain part of our service area.

3. Funding comes from a new 0.5% RTA sales tax and county-wide ECO funding.



mission

We will provide everyone with user-friendly transportation solutions that are safe, rewarding and reliable

vision

We will become the #1 choice for getting around our region because our services are so outrageously beneficial.

CORE TRANSIT

Culture equals behavior plus beliefs. Brand promises expand on your key differentiators as an actionable set of beliefs designed to influence behaviors within your organization.

We promise to be...



Welcoming

We will be warm and engaging because we believe in the power of positivity.



Accessible

We will be easy for all to use because we believe mobility cultivates independence.



Dependable

We will be safe and reliable because we believe trust is essential.



Rewarding

We will deliver an uplifting experience because we believe small benefits create big rewards.

What's been going on?

2023:

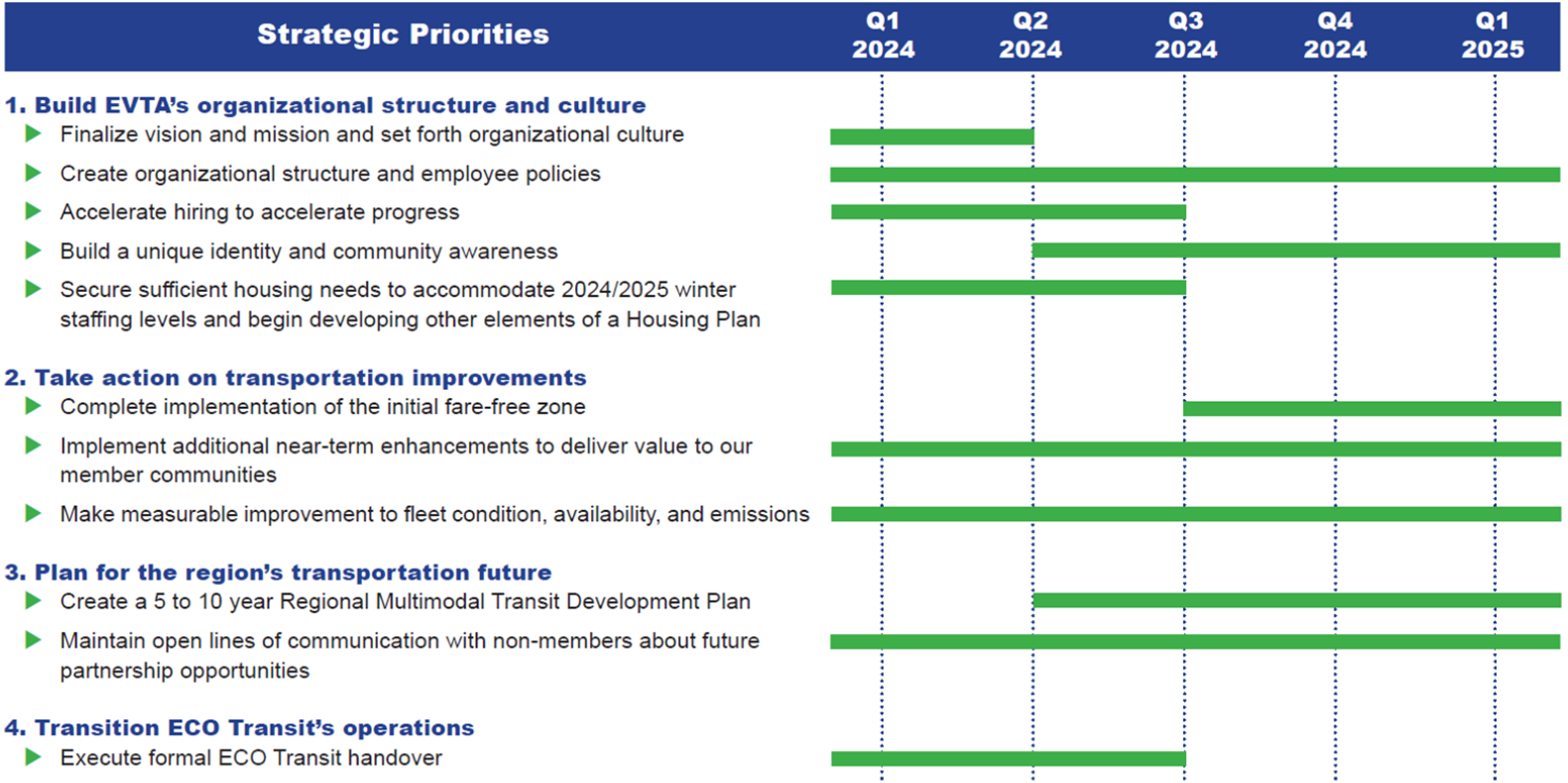
- Seated a Board of Directors and established financial and transparency policies
- Developed an Interim Strategic Plan
- Began collecting the 0.5% tax and created budget for EVTA operations

2024:

- Implemented financial and IT systems to support operations
- Developed compensation philosophy pay structure, and benefits
- Hired core staff (from 1 to 100 in just over 6 months)
- Launched immediate service improvements, including a fare-free zone

CORE TRANSIT

Interim strategic plan



Employee benefits

- Innovative and forward-thinking compensation philosophy
- Transportation-centered pay polices that are transparent and support operator retention.
- Bi-lingual incentive pay policy that recognizes value this skill adds for our customers.
- Generous retirement program with a 10% match for all employees on day one of employment with no vesting schedule.
- Comprehensive Health insurance with a $0 employee-only contribution option
- Four weeks paid time off accrual for all employees

OUR CULTURE

Transit-centric and people first

We embrace:

-a Growth mindset

-Positive attitudes

-a System Focus

Service improvements

WINTER 2023-2024

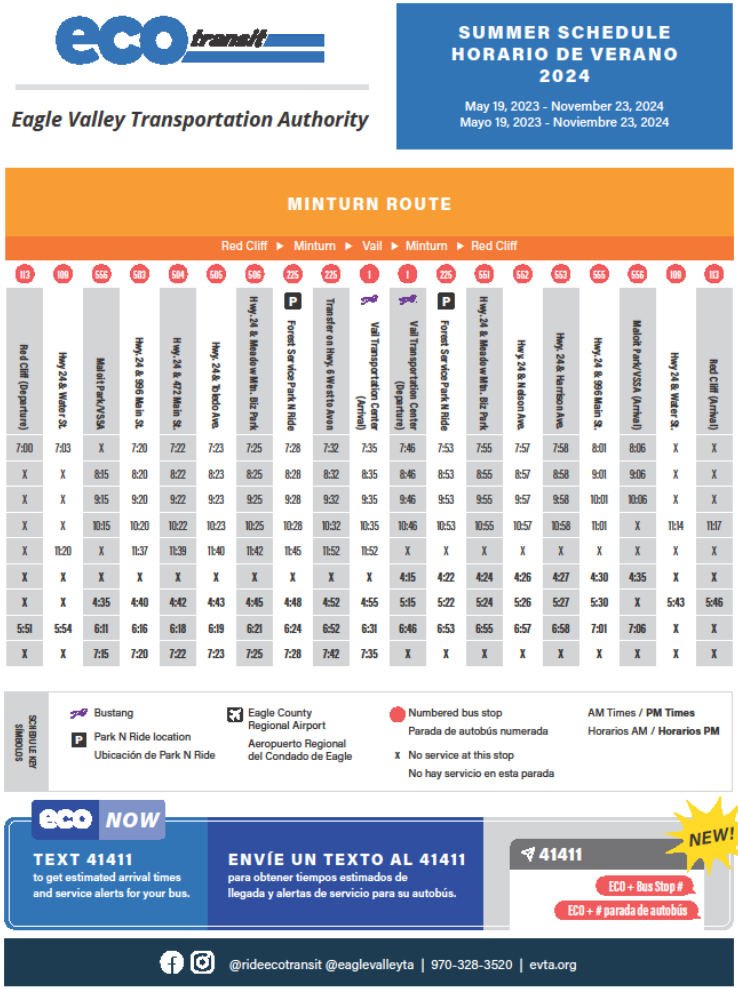
- Launched fare free Vail/BC Express pilot
- Increased frequency of service on other routes (including Minturn)
- Reduced remaining system fares by 25%.

SUMMER 2024

- Expansion of fare-free service to additional routes and communities (including Minturn)

IMPACTS

20% growth in ridership year-over-year



eco transit

Eagle Valley Transportation Authority

SUMMER SCHEDULE
HORARIO DE VERANO
2024

May 19, 2023 - November 23, 2024
Mayo 19, 2023 - Noviembre 23, 2024

MINTURN ROUTE

Red Cliff ▶ Minturn ▶ Vail ▶ Minturn ▶ Red Cliff

113	109	556	503	504	505	506	225	225	1	1	225	551	552	553	555	556	109	113
Red Cliff (Departure)	Hwy 24 & Water St.	Maloit Park/VSSA	Hwy. 24 & 996 Main St.	Hwy. 24 & 472 Main St.	Hwy. 24 & Toledo Ave.	Hwy. 24 & Meadow Mtn. Biz Park	P Forest Service Park N Ride	Transfer on Hwy. 6 West to Avon	Vail Transportation Center (Arrival)	Vail Transportation Center (Departure)	P Forest Service Park N Ride	Hwy. 24 & Meadow Mtn. Biz Park	Hwy. 24 & Nelson Ave.	Hwy. 24 & Harrison Ave.	Hwy. 24 & 996 Main St.	Maloit Park/VSSA (Arrival)	Hwy 24 & Water St.	Red Cliff (Arrival)
7:00	7:03	X	7:20	7:22	7:23	7:25	7:28	7:32	7:35	7:46	7:53	7:55	7:57	7:58	8:01	8:06	X	X
X	X	8:15	8:20	8:22	8:23	8:25	8:28	8:32	8:35	8:46	8:53	8:55	8:57	8:58	9:01	9:06	X	X
X	X	9:15	9:20	9:22	9:23	9:25	9:28	9:32	9:35	9:46	9:53	9:55	9:57	9:58	10:01	10:06	X	X
X	X	10:15	10:20	10:22	10:23	10:25	10:28	10:32	10:35	10:46	10:53	10:55	10:57	10:58	11:01	X	11:14	11:17
X	11:20	X	11:37	11:39	11:40	11:42	11:45	11:52	11:52	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	4:15	4:22	4:24	4:26	4:27	4:30	4:35	X	X
X	X	4:35	4:40	4:42	4:43	4:45	4:48	4:52	4:55	5:15	5:22	5:24	5:26	5:27	5:30	X	5:43	5:46
5:51	5:54	6:11	6:16	6:18	6:19	6:21	6:24	6:52	6:31	6:46	6:53	6:55	6:57	6:58	7:01	7:06	X	X
X	X	7:15	7:20	7:22	7:23	7:25	7:28	7:42	7:35	X	X	X	X	X	X	X	X	X

SCHEDULE KEY SÍMBOLOS

- Bustang
- P Park N Ride location / Ubicación de Park N Ride
- Eagle County Regional Airport / Aeropuerto Regional del Condado de Eagle
- Numbered bus stop / Parada de autobús numerada
- X No service at this stop / No hay servicio en esta parada
- AM Times / **PM Times**
- Horarios AM / **Horarios PM**

eco NOW

TEXT 41411
to get estimated arrival times and service alerts for your bus.

ENVÍE UN TEXTO AL 41411
para obtener tiempos estimados de llegada y alertas de servicio para su autobús.

41411 NEW!
ECO + Bus Stop #
ECO + # parada de autobús

@rideecotransit @eaglevalleyta | 970-328-3520 | evta.org

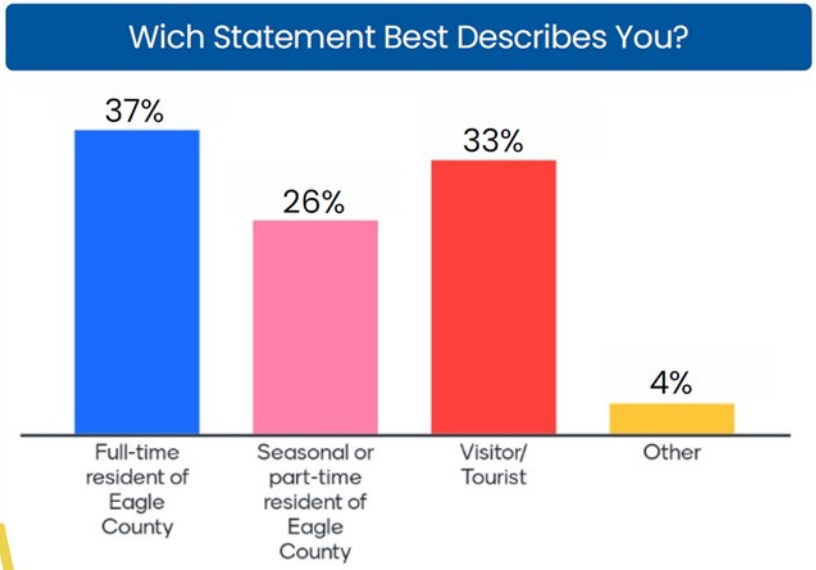
Message frequency may vary. Message and data rates may apply. Text STOP to cancel. Terms and privacy policy: envelcar/41411

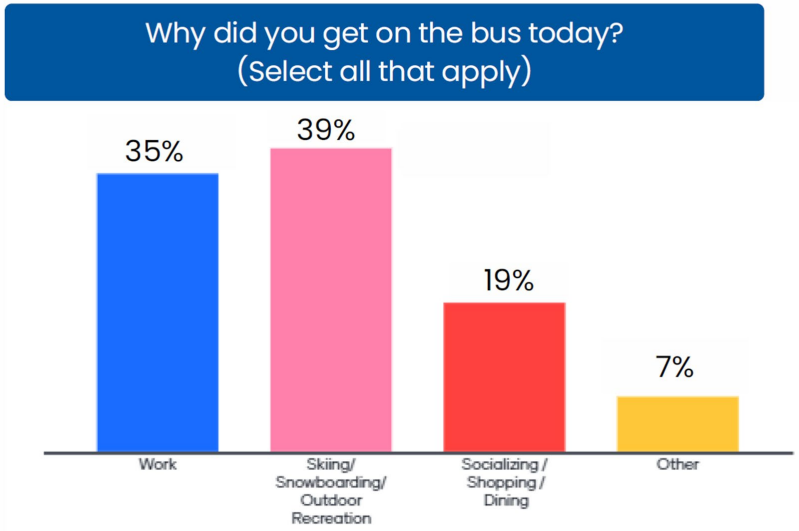
In depth: fare-free pilot

- Contract service on the Vail-Beaver Creek Express, formerly an underperforming “Premium” Route
- Connects the two heaviest used stops in the system (Vail Transportation Center and Avon Station) with other major activity centers
- Expanded hours and frequency
- 160,583 riders vs. 11,187 previous year (1335% increase)



Customer survey results





Next up

1. Official ECO Transit handover was August 4

2. 10 Year Transit Development and Capital Plan, process launched in June with expected completion in mid-2025

3. Consolidating our new culture

4. Shoring up our capital foundations (facilities and equipment) to support future growth and expansion





CORE TRANSIT

To: Town Council
From: Madison Harris
Date: August 2, 2024
Agenda Item: Ordinance 11 - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 151 Main Street

REQUEST:
Review and make a decision to approve, approve with conditions, or deny the nomination to add 151 Main Street to the Town's Historic Register via Ordinance 11 - Series 2024 on First Reading.

INTRODUCTION:
Council initially took this Ordinance up at their June 5, 2024 regular meeting. They continued the first reading hearing to August 7, 2024, with a work session to take place on July 17, 2024 to discuss options to help give property owners certainty concerning historic preservation.

ANALYSIS:
At the June 5, 2024 meeting Council discussed balancing historic preservation, economic feasibility, and the utilization of property, particularly in the Town's downtown, commercial generating area. In response to this a work session was scheduled at the July 17, 2024 meeting.

During the work session staff brought forth nine different ideas for Council to discuss and give direction on. Staff was directed to bring back an ordinance addressing Options 1-7:

1. Option 1: Eliminate the requirement for two sets of design review guidelines
2. Option 2: Eliminating potentially redundant approval requirements
3. Option 3: Allow for historically designated structures in the downtown corridor to have the immediate ability to functions as short term rentals on all floors
4. Option 4: Encourage historic preservation reinvestment as part of the Downtown Development Authority Operations Plan
5. Option 5: Require a minimum of two nominators for a structure to be nominated for historic designation
6. Option 6: Create a process whereby property owners can determine if their structure would be historically designated without necessarily "supporting" such a designation
7. Option 7: Allow residential in the Downtown Character Area on the back 50% ground floor of historically designated commercial buildings to create live/work opportunities

Staff is currently in the process of drafting this ordinance to bring back to Council for review and discussion. Several of these options, should they be implemented, should provide additional flexibility and stability to individual property owners within the 100 Block and throughout the rest of Town.

As part of this process the Town has also received significant written public comment. That is attached to this agenda item. Please note that due to not wanting to have duplicates of the public comment in the packet, unless it is specific to 155 Main Street, all written public comment has been listed under 151 Main Street.

COMMUNITY INPUT:
Ongoing.

BUDGET / STAFF IMPACT: TBD

STRATEGIC PLAN ALIGNMENT:
PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT

ATTACHMENTS:

- Original staff report dated May 31, 2024
- Nomination Application
- Ordinance 11 - Series 2024 An Ordinance Amending the Town's Historic Register to Add 151 Main Street
- Public comment received

To: Town Council
From: Madison Harris
Date: May 31, 2024
Agenda Item: Landmark Designation for 151 Main Street

REQUEST:
Review the landmark designation nomination of 151 Main Street based on the criteria outlined in the Minturn Municipal Code Sec. 19-3-20, citing findings of fact, and making a decision of approval, approval with conditions, or denial.

Application: #2024L – 001
Address: 151 Main Street
Zoning: Old Town Character Area – 100 Block A
Owner: A & M LLC (locally Marco Tonazzi)
Applicant(s): Town of Minturn

CASE SUMMARY:
Staff has submitted a nomination for Historic Landmark status of 151 Main Street. The application has been reviewed, deemed complete, and to meet the Minturn landmark designation criteria. As such, staff scheduled a public hearing for the Town Council meeting on June 5, 2024. Adjacent properties and the owner of 151 Main Street were notified via certified mail, and a notice placed in the Vail Daily a minimum of 10 days before the public hearing.

DESIGNATION CRITERIA & EVALUATION; CHAPTER 19 MINTURN MUNICIPAL CODE:
To meet landmark designation criteria, in accordance with Chapter 19, Minturn Municipal Code, the application(s) must be complete, and the structure must meet the following criteria:

MMC Sec. 19-3-20. Eligibility Criteria.

a. Properties or historic districts shall be at least seventy-five (75) years old and meet one (1) or more of the following criteria in order to be considered for designation:
    1) Association with events that have made a significant contribution to history
    2) Connection with persons significant in history
    3) Distinctive characteristics of a type, period, method of construction, or artisan
    4) Geographic importance
    5) Possibility to yield important information related to prehistory or history

CRITERIA EVALUATION
Town staff found that the application for designation demonstrates that the structure meets the following criteria.

A. Connection with persons significant in history
The Nelson's were an institution for Minturn with Mr. Ben Nelson running the Nelson Dairy and Mr. Peter Nelson running the Nelson ranch starting in 1888. According to *Minturn, A*

Memoir Pete Nelson "homesteaded the ranch at the foot of Meadow Mountain where the Forest Service complex was built in the late 1980s." "The Nelsons owned all the land that was later know as Maloit Park, which they later sold to the New Jersey Zinc Co., but in the '30s they used all this land and all of the Cross Creek area for pasture and winter feeding." The Nelsons trucked lettuce to Denver weekly for several years, contributing to the unofficial title of lettuce capital of the country for Minturn.

B. Distinctive characteristics of a type, period, method of construction or artisan (exemplifies specific elements of an architectural style or period; represents a style that is particular to the Town; and, represents a built environment of a group of people in an era of history)

151 Main Street reflects the Late Victorian style of architecture, specifically Folk Victorian and Minimal Traditional that was constructed in North America in the early to mid-20th century. (Craven) Traditional Minimal became extremely popular just before and post WWII. The preference of this architecture was to make relatively simple houses out of materials that were readily available and "[as] the railroads expanded, factory-made building parts could be sent to far corners of the continents" (Craven).



Photo Credit: Nomination Application

This familiar style can be seen in many places.

C. Geographic Importance (enhances the sense of identity of the Town or community; is an established and familiar natural setting or visual feature of the Town or community)

"This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town. There was public outcry at the potential of this building being torn down, with a packed council room filled with community members." (Nomination Application)

This structure represents a transitional period of Minturn's history where Minturn recently incorporated as one of the oldest towns in Eagle County. 151 Main Street is a lot that is in the middle of the Town's commercial core. This building is a familiar sight to any locals and visitors who have lived in or frequented Minturn.

PUBLIC REVIEW PROCESS:
Town staff has met all posting and notification requirements delineated in Chapter 19, Sec 19-4-10 identifying legal notice procedures follow established guidelines as set forth in MMC. Sec. 16-21-610.

PUBLIC COMMENTS:
As of May 31, 2024, no public comments have been received regarding this application.

RECOMMENDED ACTION OR PROPOSED MOTION:
Approve Ordinance 11 – Series 2024 An Ordinance Amending the Town's Historic Register to Add 151 Main Street on First Reading

ATTACHMENTS:
- Historic Landmark Nomination Application for 151 Main Street
- Ordinance 11 – Series 2024 Amending the Town's Historic Register to Add 151 Main Street

REFERENCES:

Burnett, Bill. *Minturn, A Memoir*. Old Gypsum Printer/Wings Publishing, 2007.

Craven, Jackie. "House Styles from America's Founding to Present." *ThoughtCo*, 25 Sept. 2019, www.thoughtco.com/house-style-guide-american-home-4065233.

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HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 1 - Purpose:

The purpose of Historic Preservation is to enhance the Town of Minturn's local resources and to promote the public health, safety, and welfare through:

1. The protection and preservation of the Town's architecture, culture, and heritage as embodied in historic properties and historic districts, by appropriate regulations and incentives;
2. The stabilization of historic neighborhoods;
3. The establishment of the Town's Historic Register listing historic properties and historic districts;
4. The cultivation of civic pride in the art, architecture, and accomplishments of the past;
5. The encouragement of continued private ownership and utilization of such historic properties or historic districts now so owned and used;
6. The promotion of thoughtful community planning and design; and
7. The provision of educational opportunities to increase public appreciation of the Town's unique heritage.

Section 2 - Intent:

The intention of Historic Preservation is to create a reasonable balance between private property rights and the public interest in preserving the Town's unique historic character through the nomination of buildings, structures, sites, objects, and historic districts for preservation.

Narrative Description:

Please describe the current appearance of the property and any alterations that have occurred since its original construction.

The current appearance is a small Victorian structure in a mix of the Folk Victorian and Minimal Traditional styles. It has blue siding, a green metal roof, and white trim. It has a small front porch and a large window on the street. It has a pitched roof in an L-shaped fashion. The color has changed over the years, but to my knowledge not much materially has changed.

Photographs:

Please attach current photographs of the property and, if available, copies of historic photographs. For building, structures, or objects, current photographs should show the property from all directions.

If you are not the owner of the property that is being nominated, have you discussed this application with the owner(s)? This is encouraged, but not required. Yes ☑ No

Signature:



HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 3 - Basic Property Information:

Historic Name of Property (if applicable) and any other names:

151 Main Street - Nelson House

Address of Property

Street Address: 151 Main Street

Legal Description of Property: Subdivision: MACKEDON & RATHBURNS Block: B Lot: 6 AND:- Lot: 7 AND:- Lot: 9 N1/2 PART OF

Maps:

1. Include a location map on 8.5x11 inch page showing the property in relation to major streets
2. Include a site plan on 8.5x11 inch page showing the footprint of the building if applicable

Property Owner Information:

Name: A&M LLC (Marco Tonazzi)

Mailing Address: PO Box 4115, Vail, CO 81658-4115

Email: marco@mtimportsinc.com | Phone: 970-827-9091

Applicant Information (if different):

Name: Town of Minturn

Mailing Address: PO Box 309, Minturn, CO 81645-0309

Email: planner1@minturn.org | Phone: 970-445-2429

Is property listed on the National Register of Historic Places or the State Register of Historic Properties?

Yes ☑ No

If yes, please provide date and registration number. Date: _____ Registration #: _____

For Official Use:

Date Received: 04/01/24 Planner: Madison Harris

Historic Preservation Commission - ☐ Approval ☐ Denial

Comments:

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 4 - Eligibility Criteria:

Indicate how the property is significant to the Town of Minturn and its past by checking one or more of the following: Properties (*buildings, structures, sites, or objects*)or historic districts shall be at least 75 years old and meet 1 or more of the following criteria in order to be considered for designation:

- ☐ Association with events that have made a significant contribution to history;
  - ☐ Is a site of a historic event that had an effect upon society; or
  - ☐ Exemplifies cultural, political, economic, or ethnic heritage of the Town.
- ☑ Connection with persons significant in history.
- ☑ Distinctive characteristics of a type, period, method of construction, or artisan:
  - ☑ Exemplifies specific elements of an architectural style or period;
  - ☐ Is an example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;
  - ☐ Demonstrates superior craftsmanship or high artistic value;
  - ☑ Represents a style that is particular to the Town;
  - ☐ Represents an innovation in construction, materials, or design; or
  - ☑ Represents a built environment of a group of people in an era of history.
- ☑ Geographic importance:
  - ☑ Enhances the sense of identity of the Town or community; or
  - ☐ Is an established and familiar natural setting or visual feature of the Town or community.
- ☐ Possibility to yield important information related to prehistory or history:
  - ☐ Addresses research questions or fills recognized data gaps;
  - ☐ Embodies construction, development, or design adaptations; or
  - ☐ Informs on the development of engineering systems.

A property or historic district may be exempted from the age standard if the Town Council finds it to be exceptionally important in other criteria. *- Sec. 19-3-20 MMC*

For any eligibility criteria selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

According to the 1902 and 1904 assessment rolls, Peter and Ben Nelson are listed as owning sizable amounts of land in and around Minturn. Of these, a portion of the Mackedon addition was a part of the ownership tracts. (See attached pictures provided by the Eagle Valley Library District of the assessment rolls.)

According to multiple sources (minturn.org, "Minturn, A Memoir" by Bill Burnett, and vailmag.com) the Nelson's contributed heavily via land and produce to the reason why Minturn was briefly known as the lettuce capital of the United States.

The structure itself exemplifies a transitional period between late Folk Victorian and early Minimal Traditional which would eventually rise to prominence all over the country early and post WWII (thoughtco.com and History Colorado).

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 5 - Category and Resources:

Category of Nomination (check one):

- [x] Building (any shelter or enclosure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind.)
- [ ] Site (the location of a significant event; a prehistoric or historic occupation or activity; or a building, structure, or object, whether standing or vanished, where the location itself maintains historic or archeological value regardless of the value of any existing building, structure, or object.)
- [ ] Object (a material item of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.)
- [ ] District (a geographically definable area including a concentration, linkage, or continuity of properties within a specified period of significance and may include within its geographic boundaries one (1) or more contributing properties, which has been designated by the Town Council)
- [ ] Structure (anything constructed or erected, the use of which requires location on or in the ground, for purposes other than shelter of humans, animals, or chattels.)

Narrative Statement of Significance:

Please describe how this property contributes to the history of Minturn. Why should the property be landmarked? For any category selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town. There was public outcry at the potential of this building being torn down, with a packed council room filled with community members.
Built in 1917, this structure represents a transitional period for all, but especially for Minturn. The building is a mix of Folk Victorian (1870-1910) and Minimal Traditional (1935-1950) with its simple form, low pitched roof, and front porch. ("House Style Guide to the American Home", Craven) This structure was build only 13 years after the Town officially incorporated in 1904 as one of the oldest towns in Eagle County (minturn.org).

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 6 - Description:

Architectural Description:

If property is a building, please describe the predominate architectural style such as Victorian or Mid-Century Modern.

This is a Late Victorian structure built in a mix of Folk Victoria and Minimal Traditional.

List of References:

Please cite the books, articles, personal contacts, and other sources used in preparing this application.

Minturn, A Memoir by Bill Burnett

Field Guide to Colorado's Historic Architecture & Engineering by Office of Archaeology and Historic Preservation Colorado Historical Society (https://www.historycolorado.org/sites/default/files/media/document/2017/1625Field.pdf)

House Style Guide to the American Home by Jackie Craven (https://www.thoughtco.com/house-style-guide-american-home-4065233)

A Quick Guide to Meadow Mountain by Kirsten Dobroth (https://www.vailmag.com/best-of-vail/a-quick-guide-to-meadow-mountain)

Town of Minturn Timelines (https://www.minturn.org/historic-preservation/pages/timelines)

Keller Williams Mountain Properties (https://www.searchvailhomes.com/community/id/1910681/area/Minturn/)

Minturn Trails by Town of Minturn (https://www.minturn.org/explore-minturn/pages/minturn-trails)

Zachary Catt, Local History/Genealogy Librarian with the Eagle Valley Library District

1902 and 1904 Assessment Rolls


132
121
142
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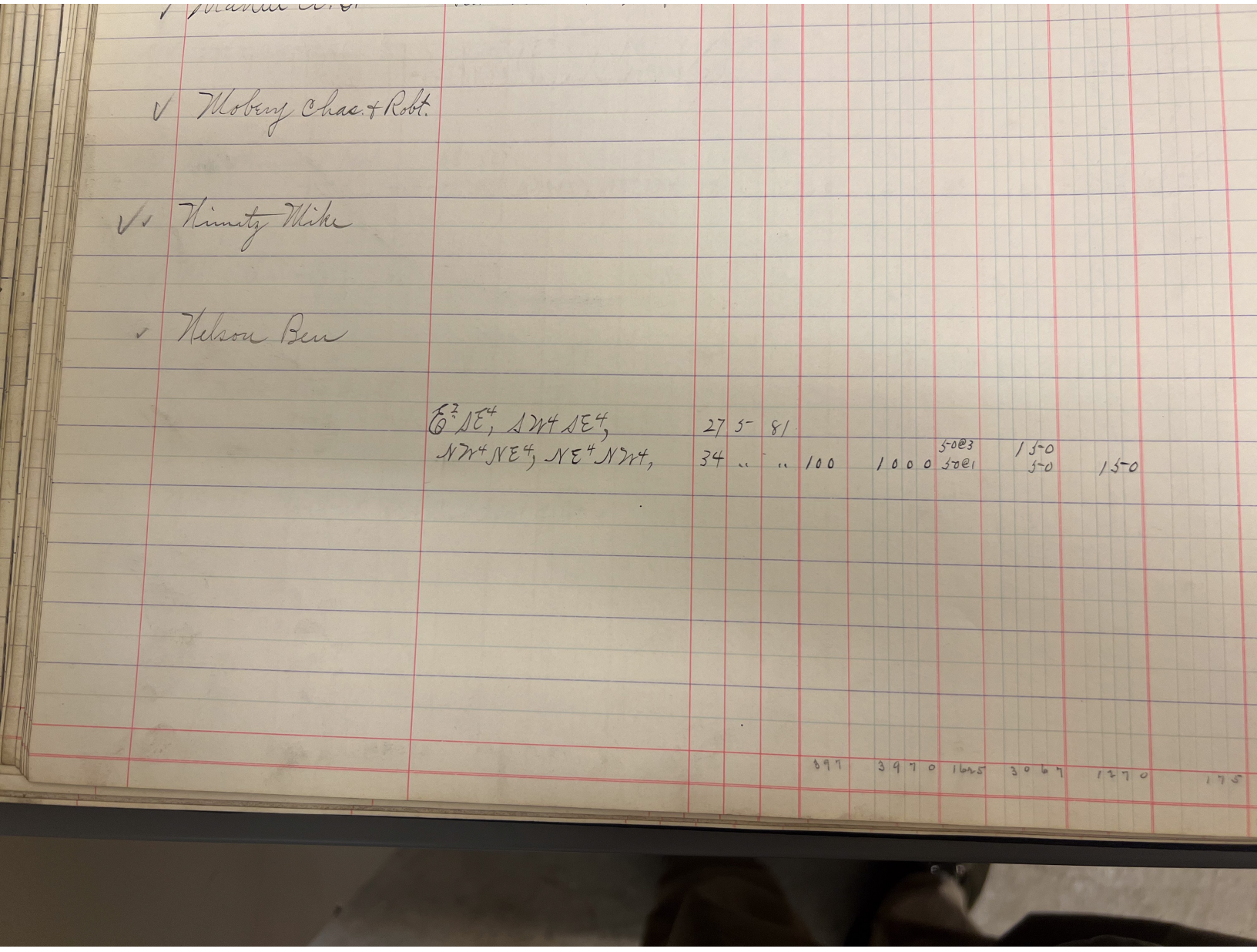
MINTURN
151


✓ Mobery Chas. & Robt.
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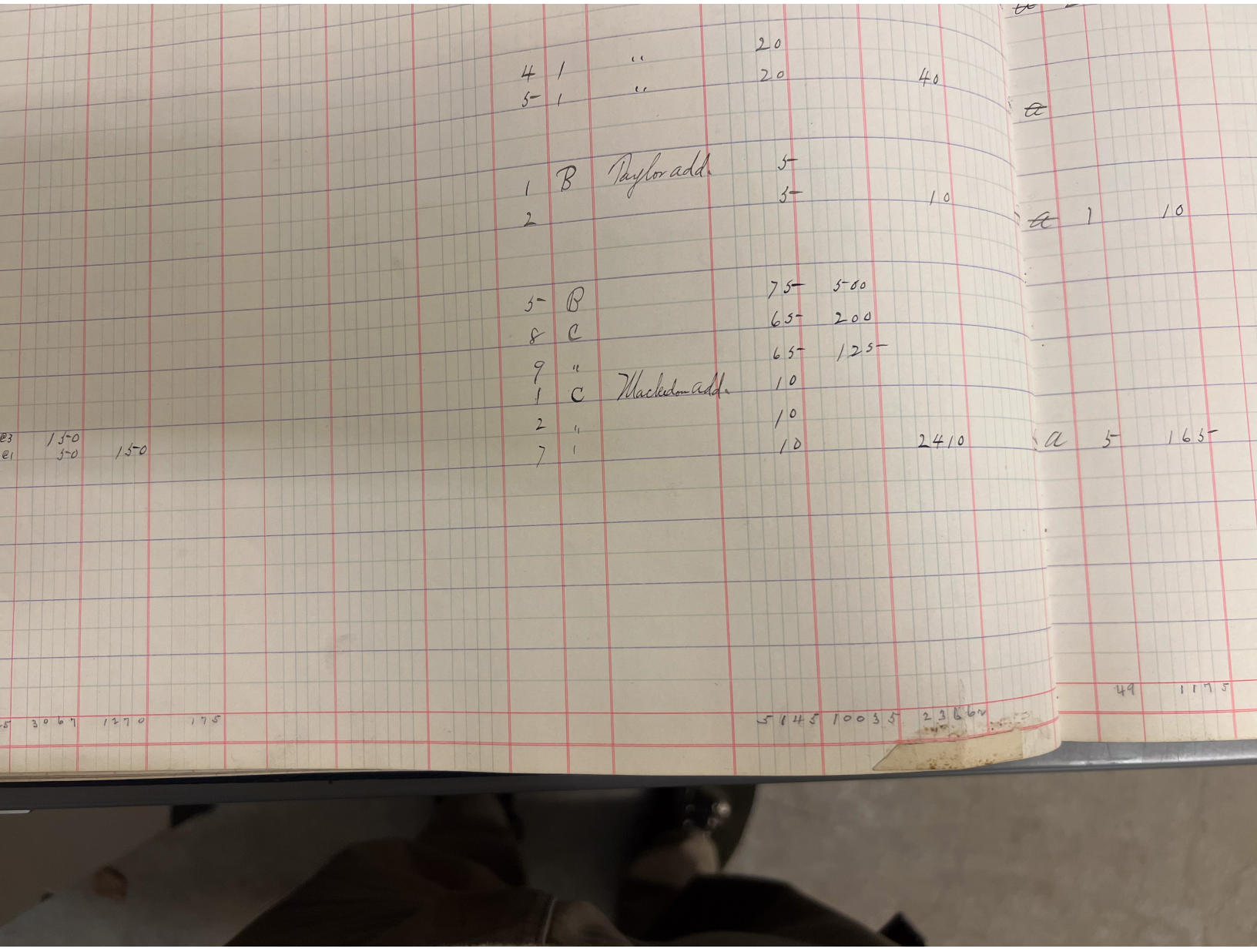
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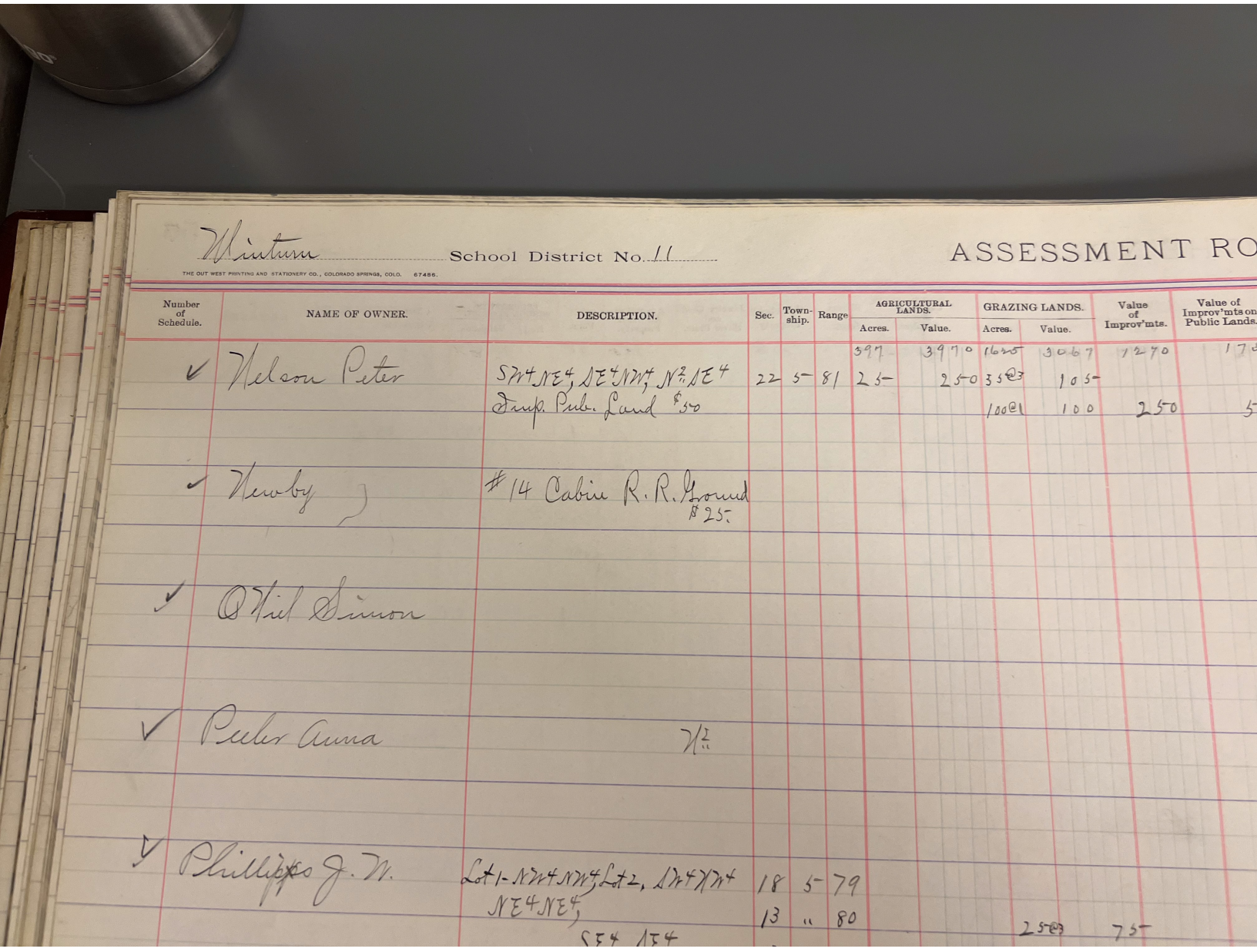

Winsum School District No. 11

ASSESSMENT RO

THE OUT WEST PRINTING AND STATIONERY CO., COLORADO SPRINGS, COLO. 67486.

Number of Schedule.	NAME OF OWNER.	DESCRIPTION.	Sec.	Township.	Range	AGRICULTURAL LANDS. Acres.	AGRICULTURAL LANDS. Value.	GRAZING LANDS. Acres.	GRAZING LANDS. Value.	Value of Improv'mts.	Value of Improv'mts on Public Lands.
						397	3970	1635	3067	1270	175
✓	Nelson Peter	S½NE¼, SE¼NW¼, N½NE¼ Dup. Pub. Land $50	22	5	81	25	250	35 @3	105		
								100 @1	100	250	50
✓	Newby	#14 Cabin R. R. Ground $25									
✓	O'Neil Simon										
✓	Peter Anna	W½ "									
✓	Phillips J. W.	Lot 1-NW¼NW¼, Lot 2, SW¼NW¼ NE¼NE¼,	18	5	79						
		SE¼ NE¼	13	"	80				25 @3	75	

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 11 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING THE TOWN'S HISTORIC REGISTER ADDING 151 MAIN STREET – PARCEL NUMBER: 2103-263-10-003

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 of Minturn has established the Town of Minturn Register of Historic Places (the "Town's Historic Register") in Section 19-3-10 of the Minturn Municipal Code ("Code"); and

WHEREAS, pursuant to Code Sec. 19-4-30 the Historic Preservation Commission ("HPC") has transmitted to the Town Council a proposed designation of a structure for preservation; and

WHEREAS, based upon evidence received by the HPC at a hearing on April 16, 2024, the staff report and evidence received at the hearings before Town Council on June 5, 2024, August 7, 2024, and August 21, 2024, 151 Main Street which is 1,092 square foot building, located at Parcel Number 2103-263-10-003 meets the criteria for designation as a structure for preservation as set out in Code Sec. 19-3-20 by:

(a) Properties or historic districts shall be at least seventy-five (75) years old and meet one (1) or more of the following criteria in order to be considered for designation:

(2) Connection with persons significant in history.

(3) Distinctive characteristics of a type, period, method of construction, or artisan:

a. Exemplifies specific elements of an architectural style or period;

d. Represents a style that is particular to the Town;

f. Represents a built environment of a group of people in an era of history.

(4) Geographic importance;

a. Enhances the sense of identity of the Town or community;

b. Is an established and familiar natural setting or visual feature of the Town or community.

WHEREAS, the Nomination Application indicates that: "This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called

the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town…"; and

WHEREAS, 151 Main Street is an iconic historic structure that is emblematic of the architecture of Minturn's heritage; and

WHEREAS, 151 Main Street is part of the sense of community that makes up the Town of Minturn and provides an important bridge to the Town's past.

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 based upon the analysis reference above, and the evidence received at the public hearings, certain property herein called 151 Main Street, a 1,092 square foot building, located at Parcel Number 2103-263-10-003, separate from all improvements situated and located thereon, be and the same is hereby designated as a structure for preservation and inclusion on the Town's Historic Register.

SECTION 3. The effect of this designation may enhance the value of the property and of the structure, but may delay or require denial of building permits found unacceptable by the Historic Preservation Commission under the criteria contained in Chapter 19 of the Minturn Municipal Code.

SECTION 4. This ordinance shall be recorded among the records of the Clerk and Recorder of Eagle County.

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 7th DAY OF AUGUST 2024. 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 21st DAY OF AUGUST 2024 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 21st DAY OF AUGUST 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

Madison Harris

From: Madison Harris
Sent: Monday, July 15, 2024 9:42 AM
To: Madison Harris
Subject: FW: Historical preservation

From: Vicki Wrosch <wrosch@cofo.edu>
Sent: Wednesday, July 10, 2024 10:44 AM
To: Michelle Metteer <manager@minturn.org>
Subject: Historical preservation

I'm sending this email in support of the preservation of 155 main St. and 151 Main St in Minturn, CO.

I've had multiple surgeries at the Steadman Clinic and each time I've come to Colorado I stay in Minturn and love the history the town provides. It is a wonderful, down to earth down and I would hate to see it loose two of its historical buildings. When we tear down our past you forget where you come from plus the warmth of old buildings attract businesses and tourist. You need a uniqueness that is not provided in Vail.

Vicki Wrosch
College Of the Ozarks
Director HR/Insurance
417.690.2205
417.690.2199 (fax)

Our vision: to develop citizens of Christ-like character who are well-educated, hard-working, and patriotic.

*******Private and Confidential*******

This electronic message and any files transmitted with it are a communication from The College of the Ozarks. This message contains information that has been prepared under direction of legal counsel, is confidential, and protected by attorney/client privilege. This information is solely for the use of the individual or entity that is the intended recipient. If you are not the designated recipient, or the person responsible for delivering the communication to its intended recipient, please be aware that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify us by telephone at 417-334-6411 ext. 2211, or by electronic mail at wrosch@cofo.edu, and promptly destroy the original transmission. Thank you for your cooperation.

*******Private and Confidential*******

Madison Harris

From: Madison Harris
Sent: Monday, July 15, 2024 9:39 AM
To: Madison Harris
Subject: FW: Historical Designation of 151 and 155 Main St

From: Young, Mark <MarkYoung@andrewskurth.com>
Sent: Monday, July 15, 2024 8:12 AM
To: Michelle Metteer <manager@minturn.org>
Cc: Young, Mark <MarkYoung@andrewskurth.com>
Subject: Historical Designation of 151 and 155 Main St

My wife and I own a home in Minturn at 996 Main St. I am writing to express our very strong support for historical designation of both 151 Main St and 155 Main St. Both of these properties are quintessential Minturn. They are, in our view, two of the foundational structures defining the historical character of Main St in the middle of town. It would be an absolute tragedy for either of these structures to ever be demolished or materially altered.

We will be unable to attend the Town Council Meetings on July 17 and August 7, and respectfully request that our support for the historical designation of these two properties be added to and read into the minutes of these Town Council meetings.

Sincerely,
Mark Young

Madison Harris

From: Madison Harris
Sent: Monday, July 15, 2024 11:20 AM
To: Madison Harris
Subject: RE: Historic Preservation

From: Tim Campbell <tim@eseventh.com>
Sent: Monday, July 15, 2024 11:16 AM
To: Michelle Metteer <manager@minturn.org>
Subject: Historic Preservation

I request that the council vote against preserving 151 155 Main Street as a matter of commercial growth and creative development for our commercial district. Please read aloud.
Sincerely,
Tim Campbell 512 Main Street Minturn

--
Tim Campbell
President Creative Director
eSeventh.com
970-401-3480

From: Chelsea Winters
To: Michelle Metteer
Subject: Commercial downtown historic preservation
Date: Friday, July 12, 2024 12:13:24 PM

Hi Michele!
I hope you are having a great summer! I just walked by Thai kitchen and I saw the flyer noting that the old uptown store and Gemini Garden are up for historic preservation. I just wanted to voice my opinion that I do believe that the commercial downtown needs to maintain the historic Minturn charm. I assume some improvements need to be made to those buildings, but keeping the character is extremely important in that downtown corridor.

I understand many of the homes that have been up for historic preservation really are tear downs and beyond our control to enforce the preservation. However, it is important that downtown stays charming and maintains a small town historic feel, rather than cookie cutter. I appreciate you passing on my opinion. Thanks Michelle!

With gratitude,

CHELSEA WINTERS

RETREAT WITH ME!

Lago Atitlan, Guatemala Nov 2024
Punta Mita, Mexico Spring 2025
Baja, Mexico Fall 2025

anahatayogacolorado@gmail.com

www.AnahataYogaCo.com

Sent from my iPhone

Madison Harris

From: Madison Harris
Sent: Monday, July 15, 2024 1:56 PM
To: Madison Harris
Subject: RE: Historic Presevation

-----Original Message-----
From: Jane Rohr <jane@thescarab.com>
Sent: Monday, July 15, 2024 11:34 AM
To: Michelle Metteer <manager@minturn.org>
Subject: Historic Presevation

Michelle,
İt is my understanding that the council will address the 2 properties being considered for review by the HPC.
İ have been following the developments and am grateful for the handful of individuals in our community who have put energy and time into this organization. İ am and always have been a supporter of Minturn remaining in its integrity and having a process in place for those applying to make changes to their buildings, apply for business license or want to add a new business to our town. What worries me about the specific "historic preservation" process is the broad nature of it, leaving us as a community limited by predetermined guidelines and regulations. İ would like to create our own case specific guidelines rather than the ones that are regulated by such an organization. The intent behind this movement came from some of our historic building being torn down by new owners and being disposed of without a conscious effort to preserve integrity and our towns' history.
İm not sure if this is the appropriate time to put this in my letter, but, i am remembering discussions we have had during our MCF meetings to designate the downtown as an arts district. This would have created an opportunity for us to write our own by- laws regarding tear down/ restoration etc.
The cost of real estate and the obligation of new buyers to have hurdles such as the ones lined out by the HPS, will create a lapse in the economy and the managed growth of our downtown. As a business and homeowner in the downtown, my partner and i have endured and survived over 30 years of challenges of small town economics and honestly, at times,received very little support to create a healthy economical flow to our small community. This has changed drastically in the last few years and we are grateful more people are stepping up to help with our future culture. The businesses who are in town im sure can agree that more businesses create more business, the theory of economics that has proven successful in many towns throughout the world… that being said, i know it is imperative at the moment for us to create our own "culture" as the seeds of growth have already been planted by the incoming developers who are busy building. We do not want anything to slip through cracks and micro- focus and waste valuable time.
İ am not in favor of historic designation as i understand it. İ am open to hearing if im missing something in my interpretation and will be available to discuss.
İ think there are ways we can manage and create what we want without these so discussed laws.
İ thank you for your time.
For the love of minurn,
Jane Rohr

Sent from my iPhone

Madison Harris

From: Madison Harris
Sent: Monday, July 15, 2024 4:57 PM
To: Madison Harris
Subject: RE: Historic designation of 151 and 155 Main St

-----Original Message-----
From: Linda Osterberg <lindalevberg@gmail.com>
Sent: Monday, July 15, 2024 3:53 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Historic designation of 151 and 155 Main St

Hi Michelle,

I hope all is well with you. I do not see the benefit of historic designation for these properties. Is there a way to allow for redevelopment and overlay an architectural design review for them (the 100 block?) that maintains the feel of old downtown?

Thanks for your consideration,
Linda

Linda Osterberg
970-376-2245

Madison Harris

From: Madison Harris
Sent: Tuesday, July 16, 2024 9:54 AM
To: Madison Harris
Subject: RE: Minturn - Economic Viability for Downtown Minturn

---

From: Denise Cheng <agentdenisecheng@gmail.com>
Sent: Monday, July 15, 2024 8:29 PM
To: Michelle Metteer <manager@minturn.org>
Cc: larry@thescarab.com; jeffdenise8150@gmail.com
Subject: Fwd: Minturn - Economic Viability for Downtown Minturn

To the Minturn Town Council,

I understand the dilemma facing our town regarding the historic preservation of buildings versus our economic viability. While preserving our town's charm is important, it's equally crucial to ensure Minturn thrives economically.

I appreciate the sentiment behind preserving historic buildings like Helen's House on 152 Main Street. However, as I observe several empty buildings downtown, I share concerns about our town's economic health. The lack of sufficient revenue from sales taxes and worries about water rates highlight pressing financial challenges.

As we approach the council's decision on the designation of 151 Main Street and 155 Main Street as historic, I urge you to please let the council know what you think. Designating these buildings as historic could introduce regulatory hurdles and economic obstacles, potentially leaving more buildings vacant in the 100 block of Minturn. And would cost too much for any investor to find economic viability for them.

Instead, I propose supporting new mixed-use developments that combine commercial spaces on the ground floor with residential units above. These modern structures can address our low housing inventory while fostering a more economically vibrant downtown. Such developments would not only be environmentally sound but also attract businesses and residents alike, revitalizing our community.

Therefore, I respectfully request that the council vote against preserving 151 Main Street and 155 Main Street. Let's prioritize opportunities for commercial growth and creative development that can propel Minturn's economy forward. Please vote yes to support innovative housing solutions and more business opportunities downtown.

Thank you for considering the future of Minturn with a balanced vision that respects our history while embracing our economic potential.

Sincerely,

Denise and Jeff Johnson

130 E. LIONS LANE

How to let your voice be heard: Use 1 or more options below

1. Attend and speak up at the council meeting on Wednesday, July 17th

2. Email the town manager, Michelle Metteer | manager@minturn.org

3. Call the town offices and leave a message | 970-827-5645

Be sure to ask that your message of support be read aloud at the council meeting.

To the Minturn Town Council,

I understand the dilemma facing our town regarding the historic preservation of buildings versus our economic viability. While preserving our town's charm is important, it's equally crucial to ensure Minturn thrives economically.

I appreciate the sentiment behind preserving historic buildings like Helen's House on 152 Main Street. However, as I observe several empty buildings downtown, I share concerns about our town's economic health. The lack of sufficient revenue from sales taxes and worries about water rates highlight pressing financial challenges.

As we approach Minturn's decision, this Wednesday evening 7/17/24, on the designation of 151 Main Street and 155 Main Street as historic, I urge you to please consider the consequences of historic designation. Designating these buildings as historic could introduce regulatory hurdles and economic obstacles, potentially leaving more buildings vacant in the 100 block of Minturn. In short, historic designation would create burdensome costs detouring investors from finding a worthwhile opportunity to invest in Minturn.

Instead, I propose supporting new mixed-use developments that combine commercial spaces on the ground floor with residential units above. These modern structures can address our low housing inventory while fostering a more economically vibrant downtown. Such developments would not only be environmentally sound but also attract businesses and residents alike, revitalizing our community.

Therefore, **I respectfully request that the council vote against preserving 151 Main Street and 155 Main Street.** Let's prioritize opportunities for commercial growth and creative development that can propel Minturn's economy forward. Please vote yes to support innovative housing solutions and more business opportunities downtown.

Thank you for considering the future of Minturn with a balanced vision that respects our history while embracing our economic potential.

Sincerely,

John C Hoich

owner Molly G. Building
John C. Hoich
Charles E Lakin Foundation Inc.
Vice President
402-677-4848
JHoich@Lakinfdn.org

Madison Harris

From: Madison Harris
Sent: Tuesday, July 16, 2024 1:42 PM
To: Madison Harris
Subject: RE: Minturn Town Hall

From: Eric Ramsey <ramseyeric14@gmail.com>
Sent: Tuesday, July 16, 2024 12:17 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Minturn Town Hall

Good Afternoon,

As a resident of 156 Main Street, I respectfully request that the council vote against preserving 151 Main Street and 155 Main Street. Let's prioritize opportunities for commercial growth and creative development that can propel Minturn's economy forward. Please vote yes to support innovative housing solutions and more business opportunities downtown.

Thank you for considering the future of Minturn with a balanced vision that respects our history while embracing our economic potential.

Thanks,

Eric

Madison Harris

From: Madison Harris
Sent: Wednesday, July 17, 2024 3:14 PM
To: Madison Harris
Subject: RE: Historical Preservation

From: Jean Flaherty <jlf56@comcast.net>
Sent: Wednesday, July 17, 2024 1:59 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Historical Preservation

We would like to voice our support of historical designation of 151 & 155 Main St.
We have very few historical buildings throughout Minturn and would like to see these remain.
I remember having Christmas dinner at Bertha & Smokey's at 155 Main. Jean & Hawkeye

Jean Flaherty
jlf56@comcast.net

Madison Harris

From: Madison Harris
Sent: Wednesday, July 17, 2024 3:15 PM
To: Madison Harris
Subject: RE: Historic Preservation. 151 & 155 Main St

From: k.mintz@verizon.net <k.mintz@verizon.net>
Sent: Tuesday, July 16, 2024 4:03 PM
To: Michelle Metteer <manager@minturn.org>
Cc: kenneth mintz <k.mintz@verizon.net>
Subject: Historic Preservation. 151 & 155 Main St

Hi Michelle,
Hope you are well.

I support the "historic" designation of these 2 wonderful iconic Minturn properties. The downtown area would lose its charm and historic character if these buildings and those great cottonwood trees were not there.
Please mention my support to Council and that my support be added and read into the minutes of Council meetings on 7/17/24 and 8/7/24.

Hope to see you soon.
Best, Ken Mintz

Madison Harris

From: Michael Gottino <mthhoa.pres@gmail.com>
Sent: Wednesday, July 17, 2024 5:17 PM
To: Madison Harris; Michelle Metteer
Subject: Vote no (against) Preserving 151 Main Street and 155 Main Street

To the Minturn Town Council,

I recognize the difficult decision our town faces between preserving historic buildings and ensuring our economic growth. While maintaining Minturn's charm is vital, it's just as important to foster economic prosperity.

I value the intention behind preserving historic sites like Helen's House at 152 Main Street. Nonetheless, observing several vacant buildings downtown raises concerns about our economic situation. The insufficient revenue from sales taxes and the apprehensions about water rates underscore our financial difficulties.

Declaring these buildings as historic may introduce regulatory challenges and financial burdens, potentially resulting in more vacant properties in the 100 block of Minturn and making it too costly for any investor to achieve economic viability. How many developers have tried to improve our town? How many have sold and turned their away? How many roadblocks and hurdles must future developers endure to accomplish reasonable and sustainable growth?

Please take a step of courage where many council members before you chose the status quo and not only promote but spark new mixed-use developments that integrate commercial spaces on the ground floor with residential units above. These contemporary structures can assist with housing while contributing to a more dynamic downtown economy. This type of forward thinking becomes sustainable whereas the vision of the past are relics and no longer sustainable.

I strongly urge the council to vote NO (against) preserving 151 Main Street and 155 Main Street. Let’s prioritize opportunities for commercial growth and innovative development that can advance Minturn's economy. Please vote in favor of supporting new housing solutions and increased business opportunities downtown.

Empower a new vision where Minturn attracts businesses and residents where the future can look back and say well done!

Thank you for considering Minturn's future with a balanced approach that honors our history while embracing our economic potential.

Sincerely,

Michael Gottino

110 Taylor St.

Madison Harris

From: Madison Harris
Sent: Thursday, July 18, 2024 9:40 AM
To: Madison Harris
Subject: RE: Historic Designation

From: tim simon <simonpropertyservices@gmail.com>
Sent: Wednesday, July 17, 2024 3:42 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Historic Designation

Good day Michelle, Thanks for all you do for Minturn. You do a very good job at it. I would like to voice that I oppose the designation of 151 and 155 Main Street as historic buildings. My buildings at 122 and 132 Main Street are a mix of 3 residential and 2 commercial spaces. This mix has proven to be very successful and has created a vibrancy in that area of town. Some of my tenants work in Sunrise Cafe and most of them are very well connected to all things Minturn. The studies that Minturn undertook a while back on what the future prospects for new development options in downtown may look like had incorporated residential and commercial mixes, with commercial on the street level and residential above. Having empty of run down historic buildings serves very little purpose to create economic viability downtown. The Town needs this forward thinking concept to revitalize the downtown. Regards, Tim Simon

Madison Harris

From: Madison Harris
Sent: Thursday, July 18, 2024 9:40 AM
To: Madison Harris
Subject: RE: Minturn Historical Designation

-----Original Message-----
From: matt@wildmountaincellars.com <matt@wildmountaincellars.com>
Sent: Tuesday, July 16, 2024 2:04 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Minturn Historical Designation

Dear Michelle,

My opinion is that the historical designation of 151 Main St and 155 Main St limits the economical growth of the 100 block of Minturn, because of the restrictions with the designation.

As a business owner on Main Street, I believe the town could increase workable and more modern spaces for thriving businesses, which will bring increase in revenue to other businesses as well as the town of Minturn.

Thank you ~

Matt Deem
Wild Mountain Cellars
152 Main St
970-376-8835

Madison Harris

From: Madison Harris
Sent: Thursday, July 18, 2024 9:41 AM
To: Madison Harris
Subject: RE: Minturn Main Street

From: Barbara Nelson <barbarasn@gmail.com>
Sent: Tuesday, July 16, 2024 1:57 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Minturn Main Street

Hello Michelle and the Minturn Council ~

I have been a visitor to Minturn for over 35 years, and a resident of the town for 5 years, and I hope to be able to stay in Minturn, but housing is sparse. I love the town, the character, the people, the businesses, and the location.

Regarding the discussion of 151 Main St and 155 Main Street this evening, I am concerned that too much regulation is missing opportunities.
When properties sit empty for months, they are not contributing to the economy of Minturn and other businesses.

The character and history of Minturn is unique in the Valley, and valuable. Yet it seems possible to maintain character, while also allowing more flexibility to develop structures that will provide more housing as well as new spaces for exciting new commerce.

In my opinion, not designating 151 Main and 155 Main st as historical, is a win for the town of Minturn, a win for new homeowners, and a win for new business on Main street.

Thank you for your time and consideration ~

Barbara Nelson
109 Williams St
303-881-0630

Madison Harris

From: Madison Harris
Sent: Tuesday, July 23, 2024 8:07 AM
To: Madison Harris
Subject: RE: Historical preservation

-----Original Message-----
From: Cynthia Burr <cburr1951@gmail.com>
Sent: Monday, July 22, 2024 4:13 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Historical preservation

I strongly support the historical preservation of 155 Main St and 151 Main St, Minturn Thanks for your consideration.
Cynthia Burr
201 Main St.
Apt #5
Sent from my iPad

Madison Harris

From: Madison Harris
Sent: Monday, July 29, 2024 4:59 PM
To: Madison Harris
Subject: RE: 151 Main Street and 155 Main Street

-----Original Message-----
From: Robert Roschman <rjr@roschman.com>
Sent: Thursday, July 25, 2024 10:14 PM
To: Michelle Metteer <manager@minturn.org>
Subject: 151 Main Street and 155 Main Street

To whom it concerns,
I own property in Minturn at 585 Taylor St. I'm writing to express my concern in keeping the historic designation. Designating these buildings would impose regulatory hurdles and economic hardship, potentially making it more difficult to lease these buildings to viable tenants. Thereby having vacant buildings . Minturn should consider allowing for a more robust redevelopment that would provide for growing the tax base .
Regards
Robert Roschman

Madison Harris

From: Madison Harris
Sent: Friday, August 2, 2024 8:55 AM
To: Madison Harris
Subject: RE: The Historic Designation of 151 and 155 Main Street...

From: Nancy Richards <nancy@vailbunkhouse.com>
Sent: Monday, July 29, 2024 5:39 PM
To: Michelle Metteer <manager@minturn.org>
Subject: The Historic Designation of 151 and 155 Main Street...

To the Minturn Town Council -

I will traveling during the next meeting considering the historic designation of properties 151 and 155 Main Street, but would like to share my thoughts via email. I love Minturn and the it's unique character. It is actually what drew our business here in 2016. That being said, I believe our community would be better served with new development versus historic preservation in regards to these downtown properties. I agree we should absolutely maintain our small town character, appearance, and appeal but this is already being accomplished by our current codes. Officially designating these buildings as historic will only increase cost and red tape for new potential buyers and businesses. I would hate to see these properties to continue to sit vacant. Please vote against the official historic designation of 151 and 155 Main Street.

Sincerely,
Nancy Richards

Nancy Richards

Owner and Operator

The Bunkhouse, LLC

970-393-9003





Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 9:19 AM
To: Madison Harris
Subject: RE: Historical Preservation

From: andrew lane <andrewllane@yahoo.com>
Sent: Tuesday, August 6, 2024 7:50 AM
To: Michelle Metteer <manager@minturn.org>
Subject: Historical Preservation

Town Council and Residents of Minturn

I'm a new fulltime resident in Minturn, and was drawn to its small-town charm, location between Avon, Beaver Creek, and Vail. The unique architecture that lines Mainstreet feels so much more authentic and organic than much of the architecture that currently exists in the Valley. I believe Minturn's colorful history is reflected through its buildings.

It's a truly special town.

Its important that Minturn protect certain special buildings that visually depict the story of its past, enhancing the special character of why so many people are drawn to Minturn as a destination in itself and not just a place to rest their head and get a meal on the way to the ski resorts.

I would appreciate it if you could share my viewpoint during the Town Council meeting and recorded in the minutes.

Sincerely,

Andrew L

Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 1:38 PM
To: Madison Harris
Subject: RE: Historical Preservation Support

From: Info @ Tessa Clogs <info@tessaclogs.com>
Sent: Wednesday, August 7, 2024 12:20 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Historical Preservation Support

Hi Michelle,
We are in support of the Historical Preservation of 155 and 151 Main street.
Keeping Minturns historical charm is so important and we would hate seeing it turn in to a small version of Vail and Beaver Creek.
Sincerely

Chris & Tessa Manning
293 Boulder Street
970-476-8083
info@tessaclogs.com
www.tessaclogs.com

Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 9:17 AM
To: Madison Harris
Subject: RE: Historical Preservation of 151 &155

-----Original Message-----
From: Michelle DeAvilla <mgdeavilla@icloud.com>
Sent: Monday, August 5, 2024 3:04 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Historical Preservation of 151 &155

Our family comes out to Colorado every year on vacation and we always make a point to drop by Minturn because we love the towns warm charming atmosphere mixed with all its authentic history.

We whole heartily support the historical preservation of buildings 151 & 155 Main Street !!!

Sincerely,
The DeAvilla Family
Sent from my iPhone

Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 9:20 AM
To: Madison Harris
Subject: RE: Support for Historical Preservation

From: emily lepore <emilylepore08@gmail.com>
Sent: Tuesday, August 6, 2024 5:21 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Support for Historical Preservation

Good evening,

I live in town on Main Street. My partner, Samuel and I are both born and raised in Colorado and have called Eagle County home for three years.

We both work full-time jobs in Eagle County and care deeply about the local community and its preservation.

155 Main Street and 151 Main Street Minturn should **absolutely** be preserved as historical buildings/sites.

It is no question that growth is inevitable. However, there are plenty of other places to do this outside of the historical 100 block in Main Street. This should remain untouched aside from maintenance that keeps it standing.

Thank you,

Emily Lepore

Jan Aiello

591 Main St.

To the Minturn Town Council,

As a 45-year resident of Minturn, I would like to express my reasons for adding 151/155 Main Street to the Historical Preservation process. What drew us to Minturn was the charm and hometown feel of the quaint community. I frequently ask visitors to our town what drew them to visit Minturn. Many state it is the charm of Minturn that is lacking in the other communities around Eagle County.

My father had many friends who were with the 10th Mtn and when we bought in Minturn many of them were so excited. They shared with me that their wives lived in Leadville, but when they got a night off, they would head to Minturn to dance the night away. They loved Minturn and shared many memories with me.

As Minturn and the Valley grow, I feel it is important to retain the history of this wonderful place. Look at the Saloon; they rejuvenated without tearing down and building a modern monstrosity. They got the designation and kept the original structure while modernizing the interior. The same could be done at 151/155 Main, and they could still be commercial, bringing in tax dollars.

Once history is removed, it cannot be pulled back. This is an upfront, gotta fight for, endeavor. We should not neglect our identity for the few developers, investors, and business owners who would glean the profits. To keep the whole town business community healthy, we need to draw visitors to Minturn. Those folks do not want another Vail, Avon, or Edwards.

Thank you for your time,

Jan Aiello

Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 9:19 AM
To: Madison Harris
Subject: RE: 155 & 151 Main St Support

From: J. Cotter Studio <studio@jcottergallery.com>
Sent: Tuesday, August 6, 2024 2:39 PM
To: Michelle Metteer <manager@minturn.org>
Subject: 155 & 151 Main St Support

I am writing to voice my support for the historic preservation of 155 and 151 Main Street. We should preserve the history and authenticity of Minturn by preserving our town as best we can.

As I cannot attend the town meeting, please read my email and allow my voice to be heard.

Best,
Jim Cotter

J. Cotter Studio
663 Boulder St, Minturn, CO 81645
(970) 827-4222

Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 9:19 AM
To: Madison Harris
Subject: RE: Historic Preservation of 155 Main St and 151 Main St

-----Original Message-----
From: Linda Brodin <ljbrodin@icloud.com>
Sent: Tuesday, August 6, 2024 9:41 AM
To: Michelle Metteer <manager@minturn.org>
Subject: Historic Preservation of 155 Main St and 151 Main St

I would like to voice my support of these two buildings situated in the commercial core of Minturn Colorado for Historic Preservation.
Please read my support into the minutes of the Town Council Meeting on August 7,2024

These two buildings in the Commercial Core of Downtown Minturn originated as residential homes in the downtown core of the "Railroad Town" of Minturn, Colorado.

"Minturn was a railroad town where locomotives whistled shrilly, and heaven help the wife who had left her wash out on the line when a train was passing through, because those coal fires spit out smoke an cinders." Those cinders were even put on roads, to dampen the mud and dust. No Minturn was not a Leadville, with its fancy Tabor Opera House, and certainly not a Vail, a place at its inception of recreation and leisure, nor was it an Eagle, which really was a ranching town. Minturn was a blue-collar railroad town, where jobs were hard and dangerous."
(MINTURN,A MEMOIR Written by Bill Burnett)

Let's don't lose this connection to our past, let's embrace it!

Nella Trail
30 Mann Avenue
Minturn, CO

To the members of council,

I have lived in Minturn my whole life, watching it grow beyond measure in the last 39 years. Overwhelmingly, when you ask someone visiting from out of town what their favorite thing about Minturn is, the answer is usually the small town charm, uniqueness and history as it pertains to both railroad and mining. As a longtime local, it is befuddling to me when buildings like 155 and 151 Main Street are not automatically protected from destruction and redevelopment. There is somewhat of an epidemic we have on a national scale where we find it commonplace to sell, tear down and redevelop buildings that are in many cases, able to be revitalized and preserved for another generation of use. In this instance, you have what was originally built for residence, two buildings that out of need for the town to have more commerce, a rezoning of these two humble and charming structures for multi use purposes. There is a story behind that, if only there was a way to preserve that part of Minturn history?

As a whole, the character of this town is changing with all the new development on both the north and south end of town. Too many structures taking up the whole blueprint of the plots, built as high as possible, taking away from the small town charm and character Minturn has as a turn of the century railroad town. If we do not take steps to preserve downtown, the uniqueness of Minturn will continue to fade away due to greed. Many of us live and choose to stay in Minturn because of that small town charm and feel. The last thing downtown needs is for someone to redevelop anything sky high with no parking. We don't need a repeat of Hotel Minturn. Historical preservation is a necessary step to take in keeping Minturn, Minturn.

Lastly, I think it's deplorable to hear rumblings that there are folks on the Historic Preservation Commission who speak from both sides of the mouth and approve and then renege the approval of said preservation for their own greedy agenda. I see you, I don't approve.

Please preserve 155 & 151 Main Street, the charm of Minturn needs it.

Thank you for your time.

Nella

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

Minturn Historic Preservation Commission
Chair – Ken Halliday
Tracy Andersen
Robert Creasy
Lynn Teach
Kelly Toon

To: Town Council

From: Madison Harris, Planner I

Date: August 7, 2024

Re: Public Comment Received on Ord. 11 & 12 - 2024 - Roy Vasquez

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Roy Vasquez, 61 Toledo Avenue, called on Wednesday, August 7th at approximately 9:00 a.m. and left a voicemail verbally expressing support for the historic designation of 151 Main Street and 155 Main Street.

Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 9:20 AM
To: Madison Harris
Subject: RE: Support-151 & 155 Main

From: Susan Morrison <wtfm412@gmail.com>
Sent: Wednesday, August 7, 2024 12:48 AM
To: Michelle Metteer <manager@minturn.org>
Subject: Support-151 & 155 Main

I am writing in support of 151 and 155 Main Street as historical buildings. These beautiful old houses are a part of the minturn history and overall feel of downtown, they contribute to its charm and unique nature of a mountain town. While growth is necessary, retaining the towns historical quaint buildings is very important, throughout town, and especially in the downtown district. I feel the town has done a good job of blending growth and "keeping Minturn, Minturn" 151 and 154 Main Street are important buildings in our downtown landscape in that effort. It would be great if as a town we could figure out a way to help owners/ businesses to thrive in these historical buildings, as the two businesses prior did for many years, bringing people to Minturn.

Thank you,
Susan Morrison
272 Main Street

Please share with the council

Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 9:20 AM
To: Madison Harris
Subject: RE: Historical Preservation

From: Tammy Montavy <tammymontavy@gmail.com>
Sent: Wednesday, August 7, 2024 7:05 AM
To: Michelle Metteer <manager@minturn.org>
Subject: Historical Preservation

Town of Minturn Council

I want to express my support to the historical preservation of the buildings at 155 Main St and 151 Main St. They are lovely buildings and represent what makes Minturn unique. I have been able to stay in Minturn several times over the past couple of years and love the atmosphere the town presents. Minturn and the historical buildings make it a unique town to visit and different from the surrounding towns.

Sincerely,
Tammy Montavy

Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 9:17 AM
To: Madison Harris
Subject: FW: Please read at minutes on August 7th
Attachments: IMG_20230531_080041.jpg; IMG_20230227_141206.jpg

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From: Partin Ranch <partinranch@gmail.com>
Sent: Saturday, August 3, 2024 10:56 AM
To: Michelle Metteer <manager@minturn.org>
Subject: Please read at minutes on August 7th

This is in preservation support of properties located at 155 Main St. & 151 Main St. Minturn.
I am President of the Kosse Heritage Society in Kosse Texas. Our small towns are in danger of all the latest and greatest in building technology coming our way.
A lot of folks look at old structures as an "eye sore" but the reality of it is, old structures have great bones, character and most importantly history. We can not lose our old structures,history and the such. Whatever is obtainable to save these old houses should be given an effort.
The history of structures and places is so alluring for tourists. Not all tourists, but eventually,hopefully ....; "those" tourists will come around as well! Best of luck with your decisions and efforts!

Ps. I was a tourist. I have attached a project of ours, the before and ongoing!

Regards,
Karen Partin
Kosse Heritage Society


Hearn-G



Madison Harris

From: Madison Harris
Sent: Wednesday, August 7, 2024 5:56 PM
To: Madison Harris
Subject: RE: Historic Minturn

From: Mona Bellantonio <mona_bellantonio@msn.com>
Sent: Wednesday, August 7, 2024 2:35 PM
To: Michelle Metteer <manager@minturn.org>
Subject: Historic Minturn

Greetings,
I am writing to tell you that I love Minturn, the views, the historic buildings, small town feel and visiting the town because it is Historical. Please keep the old historic buildings the way they are, it's important and it brings tourism to your town. You should see the mess Buena Vista let happen on its Historical Main Street! Let's hope this won't happen to your town.
Best regards,
Mona Bellantonio
Buena Vista, CO

Michelle Metteer

From: Mire, Amanda <Amanda.Mire@truist.com>
Sent: Wednesday, August 7, 2024 3:37 PM
To: Michelle Metteer
Subject: 155 & 151 Main St.

To Whom it Concerns,
Please accept this email as support to designate 155 & 151 Main St for historical preservation.
Kindly,
Amanda and James Matthew Mire
414 Eagle St.
Minturn CO 81645

Amanda Mire
Enterprise Technology BURM Organization
CISA, CISSP, EDM
amanda.mire@truist.com
303.818.5908

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Town of Minturn

We would like to see the two buildings at 151 Mainst and 155 Main St To become Historical, I have seen Lots of change and would like To See these buildings become Historical. Lets Keep Minturn the Wanderful Town it has been.

Lorraine Vasquez
Roy Vasquez
61 Toledo

To: Town Council
From: Madison Harris
Date: August 2, 2024
Agenda Item: Ordinance 12 - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 155 Main Street

REQUEST:
Review and make a decision to approve, approve with conditions, or deny the nomination to add 155 Main Street to the Town's Historic Register via Ordinance 12 - Series 2024 on First Reading.

INTRODUCTION:
Council initially took this Ordinance up at their June 5, 2024 regular meeting. They continued the first reading hearing to August 7, 2024, with a work session to take place on July 17, 2024 to discuss options to help give property owners certainty concerning historic preservation.

ANALYSIS:
At the June 5, 2024 meeting Council discussed balancing historic preservation, economic feasibility, and the utilization of property, particularly in the Town's downtown, commercial generating area. In response to this a work session was scheduled at the July 17, 2024 meeting.

During the work session staff brought forth nine different ideas for Council to discuss and give direction on. Staff was directed to bring back an ordinance addressing Options 1-7:

1. Option 1: Eliminate the requirement for two sets of design review guidelines
2. Option 2: Eliminating potentially redundant approval requirements
3. Option 3: Allow for historically designated structures in the downtown corridor to have the immediate ability to functions as short term rentals on all floors
4. Option 4: Encourage historic preservation reinvestment as part of the Downtown Development Authority Operations Plan
5. Option 5: Require a minimum of two nominators for a structure to be nominated for historic designation
6. Option 6: Create a process whereby property owners can determine if their structure would be historically designated without necessarily "supporting" such a designation
7. Option 7: Allow residential in the Downtown Character Area on the back 50% ground floor of historically designated commercial buildings to create live/work opportunities

Staff is currently in the process of drafting this ordinance to bring back to Council for review and discussion. Several of these options, should they be implemented, should provide additional flexibility and stability to individual property owners within the 100 Block and throughout the rest of Town.

As part of this process the Town has also received significant written public comment. That is attached to this agenda item. Please note that due to not wanting to have duplicates of the public comment in the packet, unless it is specific to 155 Main Street, all written public comment has been listed under 151 Main Street.

COMMUNITY INPUT:
Ongoing.

BUDGET / STAFF IMPACT: TBD

STRATEGIC PLAN ALIGNMENT:
PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT

ATTACHMENTS:

- Original staff report dated May 31, 2024
- Nomination Application
- Ordinance 12 - Series 2024 An Ordinance Amending the Town's Historic Register to Add 155 Main Street
- Public comment received

To: Town Council
From: Madison Harris
Date: May 31, 2024
Agenda Item: Landmark Designation for 155 Main Street

REQUEST:
Review the landmark designation nomination of 155 Main Street based on the criteria outlined in the Minturn Municipal Code Sec. 19-3-20, citing findings of fact, and making a decision of approval, approval with conditions, or denial of the nomination.

Application: #2024L – 002
Address: 155 Main Street
Zoning: Old Town Character Area – 100 Block A
Owner: MR Minturn LLC
Applicant(s): Town of Minturn

CASE SUMMARY:
Staff has submitted a nomination for Historic Landmark status of 155 Main Street. The application has been reviewed, deemed complete, and to meet the Minturn landmark designation criteria. As such, staff scheduled a public hearing for the Town Council to review on June 5, 2024. Adjacent properties and the owner of 155 Main Street were notified via certified mail, and a notice placed in the Vail Daily a minimum of 10 days before the public hearing.

DESIGNATION CRITERIA & EVALUATION; CHAPTER 19 MINTURN MUNICIPAL CODE:
To meet landmark designation criteria, in accordance with Chapter 19, Minturn Municipal Code, the application(s) must be complete, and the structure must meet the following criteria:

MMC Sec. 19-3-20. Eligibility Criteria.

a. Properties or historic districts shall be at least seventy-five (75) years old and meet one (1) or more of the following criteria in order to be considered for designation:
    1) Association with events that have made a significant contribution to history
    2) Connection with persons significant in history
    3) Distinctive characteristics of a type, period, method of construction, or artisan
    4) Geographic importance
    5) Possibility to yield important information related to prehistory or history

CRITERIA EVALUATION
Town staff found that the application for designation demonstrates that the structure meets the following criteria.

A. Connection with persons significant in history
The Nelson's were an institution for Minturn with Mr. Ben Nelson running the Nelson Dairy and Mr. Peter Nelson running the Nelson ranch starting in 1888. According to *Minturn, A*

Memoir Pete Nelson “homesteaded the ranch at the foot of Meadow Mountain where the Forest Service complex was built in the late 1980s.” “The Nelsons owned all the land that was later know as Maloit Park, which they later sold to the New Jersey Zinc Co., but in the ‘30s they used all this land and all of the Cross Creek area for pasture and winter feeding.” The Nelsons trucked lettuce to Denver weekly for several years, contributing to the unofficial title of lettuce capital of the country for Minturn.

B. Distinctive characteristics of a type, period, method of construction or artisan (exemplifies specific elements of an architectural style or period; represents a style that is particular to the Town; and, represents a built environment of a group of people in an era of history)

155 Main Street reflects the Late Victorian style of architecture, specifically Folk Victorian and Minimal Traditional that was constructed in North America in the early to mid-20th century. (Craven) Traditional Minimal became extremely popular just before and post WWII. The preference of this architecture was to make relatively simple houses out of materials that were readily available and “[as] the railroads expanded, factory-made building parts could be sent to far corners of the continents” (Craven).



Photo Credit: Nomination Application

This familiar style can be seen in many places.

C. Geographic Importance (enhances the sense of identity of the Town or community; is an established and familiar natural setting or visual feature of the Town or community)

“This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town.” (Nomination Application)

This structure represents a transitional period of Minturn’s history where Minturn recently incorporated as one of the oldest towns in Eagle County. 155 Main Street is a lot that is in the middle of the Town’s commercial core. This building is a familiar sight to any locals and visitors who have lived in or frequented Minturn.

PUBLIC REVIEW PROCESS:
Town staff has met all posting and notification requirements delineated in Chapter 19, Sec 19-4-10 identifying legal notice procedures follow established guidelines as set forth in MMC. Sec. 16-21-610.

PUBLIC COMMENTS:
As of May 31, 2024, no public comments have been received regarding this application.

RECOMMENDED ACTION OR PROPOSED MOTION:
Approve Ordinance 12 – Series 2024 Amending the Town's Historic Register to Add 155 Main Street on first reading.

ATTACHMENTS:
- Historic Landmark Nomination Application for 155 Main Street
- Ordinance 12 – Series 2024 Amending the Town's Historic Register to Add 155 Main Street

REFERENCES:

Burnett, Bill. *Minturn, A Memoir*. Old Gypsum Printer/Wings Publishing, 2007.

Craven, Jackie. "House Styles from America's Founding to Present." *ThoughtCo*, 25 Sept. 2019, www.thoughtco.com/house-style-guide-american-home-4065233.

Dobroth, Kirsten. "A Quick Guide to Meadow Mountain." *Vail*, Vail-Beaver Creek Magazine, 22 Feb. 2024, www.vailmag.com/best-of-vail/a-quick-guide-to-meadow-mountain.

Gagnon, Brooke. "Keller Williams Mountain Properties." *Minturn*, www.searchvailhomes.com/community/id/1910681/area/Minturn/. Accessed 12 Apr. 2024.

History Colorado. "Field Guide Colorado's Historic Architecture ..." *History Colorado*, Colorado Historical Society, July 2008, www.historycolorado.org/sites/default/files/media/document/2017/1625Field.pdf.

Minturn, Town of. "Minturn Trails." *Minturn CO*, www.minturn.org/explore-minturn/pages/minturn-trails. Accessed 12 Apr. 2024.

Minturn, Town of. "Timelines." *Minturn CO*, www.minturn.org/historic-preservation/pages/timelines. Accessed 12 Apr. 2024.

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 1 - Purpose:

The purpose of Historic Preservation is to enhance the Town of Minturn's local resources and to promote the public health, safety, and welfare through:

1. The protection and preservation of the Town's architecture, culture, and heritage as embodied in historic properties and historic districts, by appropriate regulations and incentives;
2. The stabilization of historic neighborhoods;
3. The establishment of the Town's Historic Register listing historic properties and historic districts;
4. The cultivation of civic pride in the art, architecture, and accomplishments of the past;
5. The encouragement of continued private ownership and utilization of such historic properties or historic districts now so owned and used;
6. The promotion of thoughtful community planning and design; and
7. The provision of educational opportunities to increase public appreciation of the Town's unique heritage.

Section 2 - Intent:

The intention of Historic Preservation is to create a reasonable balance between private property rights and the public interest in preserving the Town's unique historic character through the nomination of buildings, structures, sites, objects, and historic districts for preservation.

Narrative Description:

Please describe the current appearance of the property and any alterations that have occurred since its original construction.

The current appearance is a small Victorian structure in a mix of the Folk Victorian and Minimal Traditional styles. It has yellow siding, a gray metal roof, and green trim. It has a small front porch that is uncovered and a bay window on the street. It has a pitched roof in an L-shaped fashion. The color has changed over the years, but to my knowledge not much materially has changed.

Photographs:

Please attach current photographs of the property and, if available, copies of historic photographs. For building, structures, or objects, current photographs should show the property from all directions.

If you are not the owner of the property that is being nominated, have you discussed this application with the owner(s)? This is encouraged, but not required. Yes ☐ No ☑

Signature:



HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 3 - Basic Property Information:

Historic Name of Property (if applicable) and any other names:

155 Main Street - Nelson House

Address of Property

Street Address: 155 Main Street

Legal Description of Property: SSubdivision: MACKEDON & RATHBURNS Block: B Lot: 7 AND:- Lot: 8 S1/2 OF

Maps:

1. Include a location map on 8.5x11 inch page showing the property in relation to major streets
2. Include a site plan on 8.5x11 inch page showing the footprint of the building if applicable

Property Owner Information:

Name: MR Minturn LLC (Representative: Tom Warren)

Mailing Address: 5161 Collins Ave PH D, Miami Beach, FL 33140-2723

Email: trw@morganreed.com | Phone:

Applicant Information (if different):

Name: Town of Minturn

Mailing Address: PO Box 309, Minturn, CO 81645-0309

Email: planner1@minturn.org | Phone: 970-445-2429

Is property listed on the National Register of Historic Places or the State Register of Historic Properties?

☐ Yes ☑ No

If yes, please provide date and registration number. Date: _____ Registration #: _____

For Official Use:

Date Received: 04/01/24 Planner: Madison Harris

Historic Preservation Commission - ☐ Approval ☐ Denial

Comments:

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 4 - Eligibility Criteria:

Indicate how the property is significant to the Town of Minturn and its past by checking one or more of the following: Properties (*buildings, structures, sites, or objects*)or historic districts shall be at least 75 years old and meet 1 or more of the following criteria in order to be considered for designation:

- ☐ Association with events that have made a significant contribution to history;
  - ☐ Is a site of a historic event that had an effect upon society; or
  - ☐ Exemplifies cultural, political, economic, or ethnic heritage of the Town.
- ☑ Connection with persons significant in history.
- ☑ Distinctive characteristics of a type, period, method of construction, or artisan:
  - ☑ Exemplifies specific elements of an architectural style or period;
  - ☐ Is an example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;
  - ☐ Demonstrates superior craftsmanship or high artistic value;
  - ☑ Represents a style that is particular to the Town;
  - ☐ Represents an innovation in construction, materials, or design; or
  - ☑ Represents a built environment of a group of people in an era of history.
- ☑ Geographic importance:
  - ☑ Enhances the sense of identity of the Town or community; or
  - ☐ Is an established and familiar natural setting or visual feature of the Town or community.
- ☐ Possibility to yield important information related to prehistory or history:
  - ☐ Addresses research questions or fills recognized data gaps;
  - ☐ Embodies construction, development, or design adaptations; or
  - ☐ Informs on the development of engineering systems.

A property or historic district may be exempted from the age standard if the Town Council finds it to be exceptionally important in other criteria. *- Sec. 19-3-20 MMC*

For any eligibility criteria selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

According to the 1902 and 1904 assessment rolls, Peter and Ben Nelson are listed as owning sizable amounts of land in and around Minturn. Of these, a portion of the Mackedon addition was a part of the ownership tracts. (See attached pictures provided by the Eagle Valley Library District of the assessment rolls.)

According to multiple sources (minturn.org, "Minturn, A Memoir" by Bill Burnett, and vailmag.com) the Nelson's contributed heavily via land and produce to the reason why Minturn was briefly known as the lettuce capital of the United States.

The structure itself exemplifies a transitional period between late Folk Victorian and early Minimal Traditional which would eventually rise to prominence all over the country early and post WWII (thoughtco.com and History Colorado).

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
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970-827-5645 | planner1@minturn.org

Section 5 - Category and Resources:

Category of Nomination (check one):

- [x] Building (any shelter or enclosure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind.)
- [ ] Site (the location of a significant event; a prehistoric or historic occupation or activity; or a building, structure, or object, whether standing or vanished, where the location itself maintains historic or archeological value regardless of the value of any existing building, structure, or object.)
- [ ] Object (a material item of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.)
- [ ] District (a geographically definable area including a concentration, linkage, or continuity of properties within a specified period of significance and may include within its geographic boundaries one (1) or more contributing properties, which has been designated by the Town Council)
- [ ] Structure (anything constructed or erected, the use of which requires location on or in the ground, for purposes other than shelter of humans, animals, or chattels.)

Narrative Statement of Significance:

Please describe how this property contributes to the history of Minturn. Why should the property be landmarked? For any category selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town.
Built in 1914, this structure represents a transitional period for all, but especially for Minturn. The building is a mix of Folk Victorian (1870-1910) and Minimal Traditional (1935-1950) with its simple form, low pitched roof, and front porch. ("House Style Guide to the American Home", Craven) This structure was build only 10 years after the Town officially incorporated in 1904 as one of the oldest towns in Eagle County (minturn.org).

HISTORIC LANDMARK NOMINATION

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Section 6 - Description:

Architectural Description:

If property is a building, please describe the predominate architectural style such as Victorian or Mid-Century Modern.

This is a Late Victorian structure built in a mix of Folk Victoria and Minimal Traditional.

List of References:

Please cite the books, articles, personal contacts, and other sources used in preparing this application.

Minturn, A Memoir by Bill Burnett

Field Guide to Colorado's Historic Architecture & Engineering by Office of Archaeology and Historic Preservation Colorado Historical Society (https://www.historycolorado.org/sites/default/files/media/document/2017/1625Field.pdf)

House Style Guide to the American Home by Jackie Craven (https://www.thoughtco.com/house-style-guide-american-home-4065233)

A Quick Guide to Meadow Mountain by Kirsten Dobroth (https://www.vailmag.com/best-of-vail/a-quick-guide-to-meadow-mountain)

Town of Minturn Timelines (https://www.minturn.org/historic-preservation/pages/timelines)

Keller Williams Mountain Properties (https://www.searchvailhomes.com/community/id/1910681/area/Minturn/)

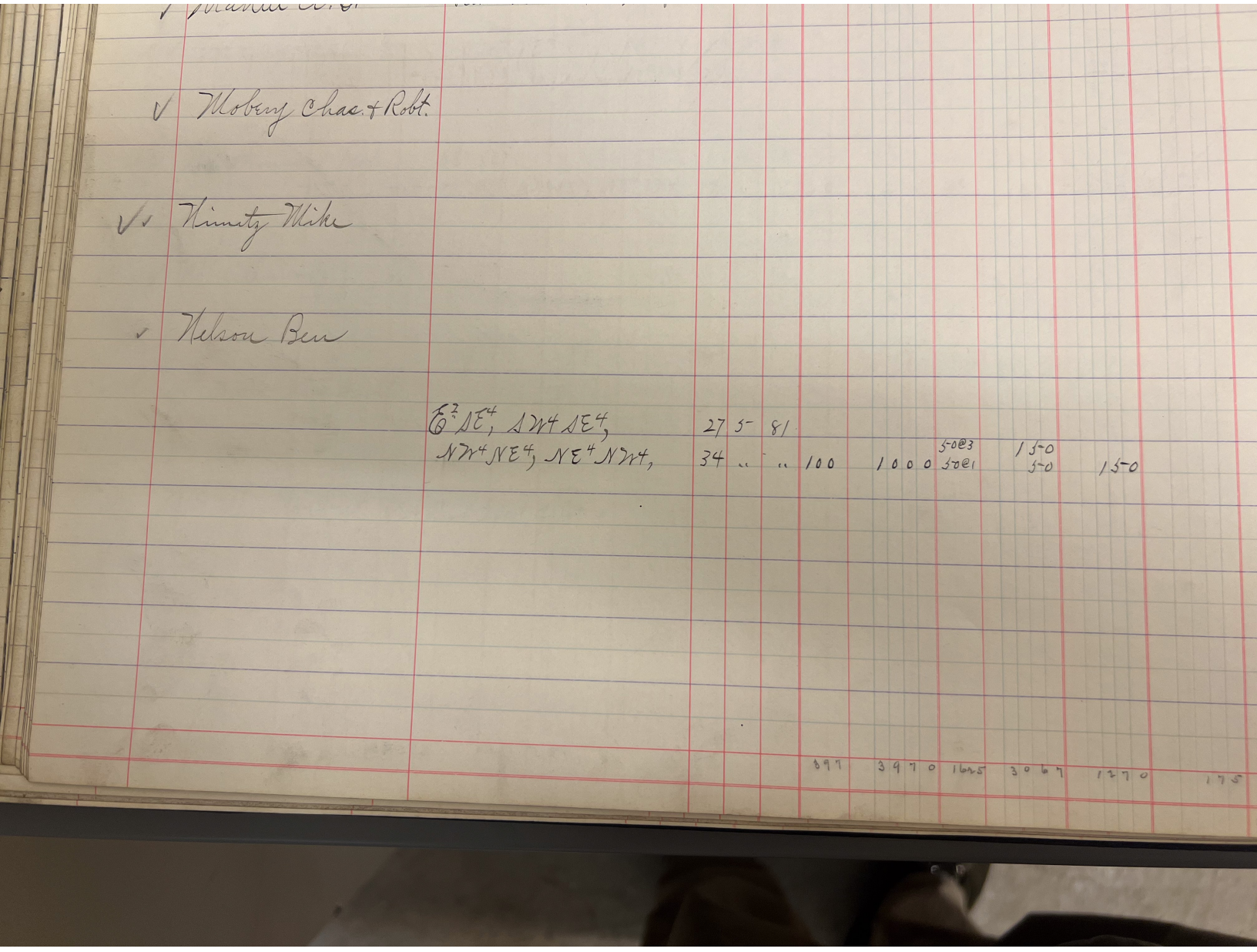
Minturn Trails by Town of Minturn (https://www.minturn.org/explore-minturn/pages/minturn-trails)

Zachary Catt, Local History/Genealogy Librarian with the Eagle Valley Library District

1902 and 1904 Assessment Rolls


151
155
156
115
167
161
161


HERE TO CORNER
2 HOUR PARKING
7AM-7PM
NO PARKING
SALE
GEMINI GARDENS
OPEN
50% OFF ALL MERCHANDISE


✓ Mobery Chas. & Robt.
✓ Kinsty Mike
✓ Nelson Ben
E½ NE¼, SW¼ SE¼, 27 5- 81
NW¼ NE¼, NE¼ NW¼, 34 " " 100 1000 5-0@3 5-0@1 15-0 5-0 15-0
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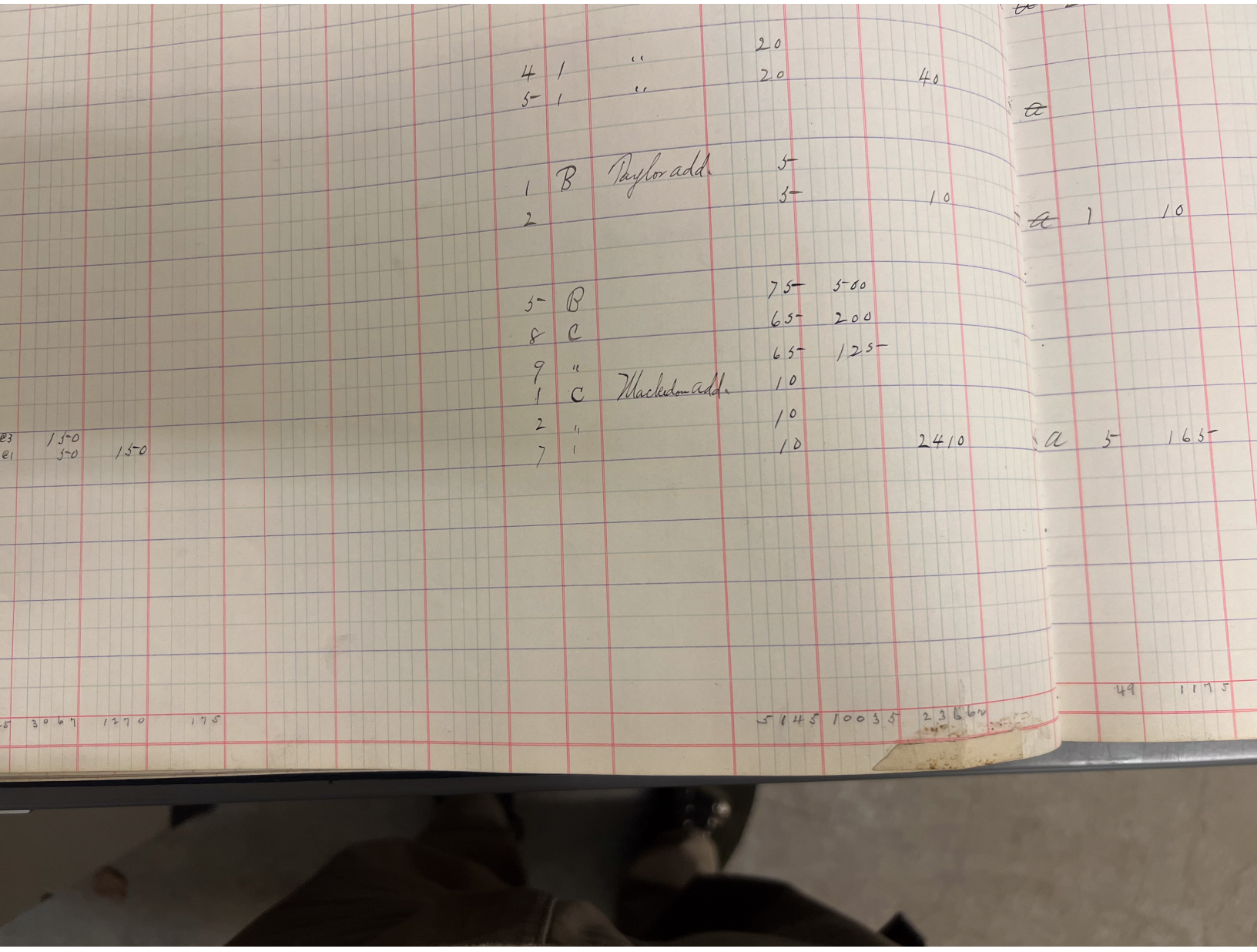
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4 1 " 20 40
5 1 "
1 B Taylor add. 5
2 5 10
5 B 75 500
8 C 65 200
9 " 65 125
1 C Macleodon add. 10
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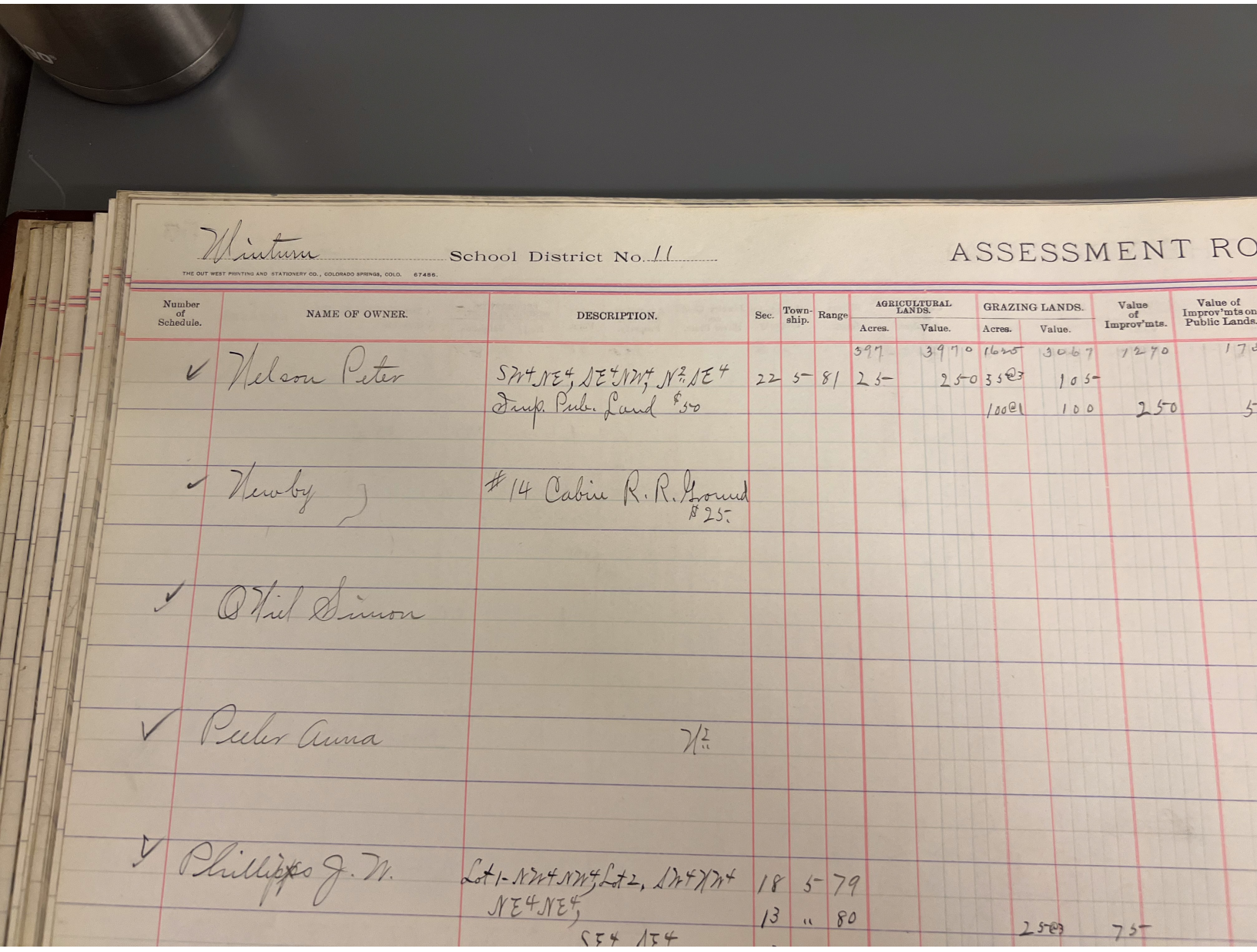
150
50 150
3067 1270 175
5145 10035 23662
1 10
5 165
49 1175



Winsum School District No. 11

ASSESSMENT RO

THE OUT WEST PRINTING AND STATIONERY CO., COLORADO SPRINGS, COLO. 67486.

Number of Schedule.	NAME OF OWNER.	DESCRIPTION.	Sec.	Township.	Range	AGRICULTURAL LANDS. Acres.	AGRICULTURAL LANDS. Value.	GRAZING LANDS. Acres.	GRAZING LANDS. Value.	Value of Improv'mts.	Value of Improv'mts on Public Lands.
						397	3970	1635	3067	1270	175
✓	Nelson Peter	S½ NE¼, SE¼ NW¼, N½ SE¼ Irrig. Publ. Land $50	22	5	81	25	250	35 @3	105		
								100 @1	100	250	50
✓	Newby	#14 Cabin R. R. Ground $25									
✓	O'Neil Simon										
✓	Peter Anna	W½ "									
✓	Phillips J. W.	Lot 1 - N½ NW¼ NW¼, Lot 2, SW¼ NW¼ NE¼ NE¼,	18	5	79						
		SE¼ NE¼	13	"	80				25 @3	75	

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 12 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING THE TOWN'S HISTORIC REGISTER ADDING 155 MAIN STREET – PARCEL NUMBER: 2103-263-10-004

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 of Minturn has established the Town of Minturn Register of Historic Places (the "Town's Historic Register") in Section 19-3-10 of the Minturn Municipal Code ("Code"); and

WHEREAS, pursuant to Code Sec. 19-4-30 the Historic Preservation Commission ("HPC") has transmitted to the Town Council a proposed designation of a structure for preservation; and

WHEREAS, based upon evidence received by the HPC at a hearing on April 16, 2024, the staff report and evidence received at the hearings before Town Council on June 5, 2024, August 7, 2024 and August 21, 2024, 155 Main Street which is 980 square foot building, located at Parcel Number 2103-263-10-004 meets the criteria for designation as a structure for preservation as set out in Code Sec. 19-3-20 by:

(a) Properties or historic districts shall be at least seventy-five (75) years old and meet one (1) or more of the following criteria in order to be considered for designation:
(2) Connection with persons significant in history.
(3) Distinctive characteristics of a type, period, method of construction, or artisan:
a. Exemplifies specific elements of an architectural style or period;
d. Represents a style that is particular to the Town;
f. Represents a built environment of a group of people in an era of history.
(4) Geographic importance;
a. Enhances the sense of identity of the Town or community;
b. Is an established and familiar natural setting or visual feature of the Town or community.

WHEREAS, the Nomination Application indicates that: "This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called

the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town…"; and

WHEREAS, 155 Main Street is an iconic historic structure that is emblematic of the architecture of Minturn's heritage; and

WHEREAS, 155 Main Street is part of the sense of community that makes up the Town of Minturn and provides an important bridge to the Town's past.

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 based upon the analysis reference above, and the evidence received at the public hearings, certain property herein called 155 Main Street, a 980 square foot building, located at Parcel Number 2103-263-10-004, separate from all improvements situated and located thereon, be and the same is hereby designated as a structure for preservation and inclusion on the Town's Historic Register.

SECTION 3. The effect of this designation may enhance the value of the property and of the structure, but may delay or require denial of building permits found unacceptable by the Historic Preservation Commission under the criteria contained in Chapter 19 of the Minturn Municipal Code.

SECTION 4. This ordinance shall be recorded among the records of the Clerk and Recorder of Eagle County.

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 7th DAY OF AUGUST 2024. 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 21st DAY OF AUGUST 2024 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

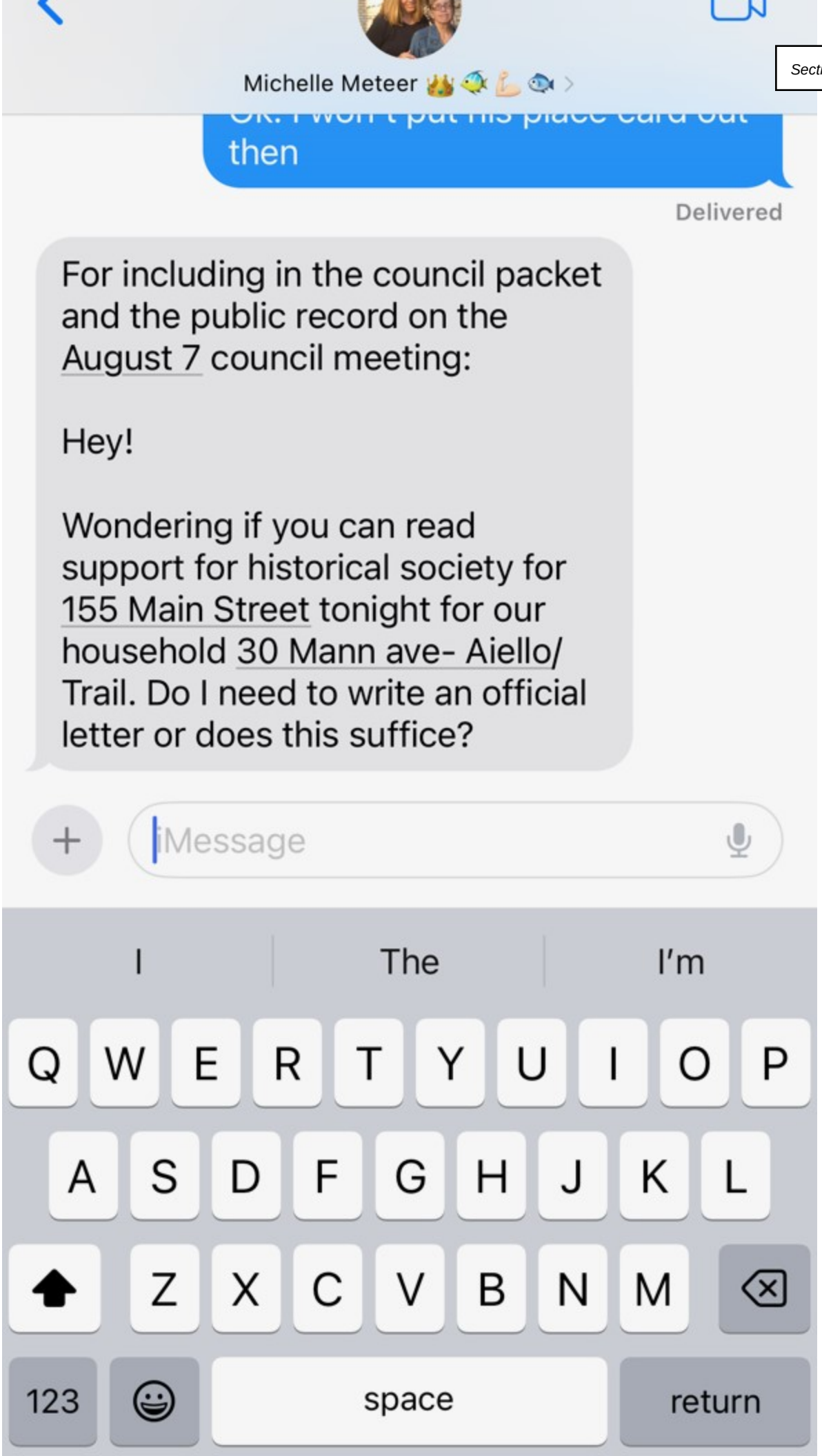
THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 21st DAY OF AUGUST 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk


Michelle Meteer
then
Delivered
For including in the council packet and the public record on the August 7 council meeting:
Hey!
Wondering if you can read support for historical society for 155 Main Street tonight for our household 30 Mann ave- Aiello/ Trail. Do I need to write an official letter or does this suffice?
iMessage
I
The
I'm
Q W E R T Y U I O P
A S D F G H J K L
Z X C V B N M
123
space
return

To: Mayor and Council
From: Jay Brunvand
Date: July 17, 2024
Agenda Item: Ord 17-2024 Lodging Tax Ballot Discussion

REQUEST:
Staff is requesting consideration of Ord 17-2024 as discussed and directed at the June 19 Council meeting.

INTRODUCTION:
In November 2005, during a county wide coordinated election, the town passed a ballot measure allowing the town to assess a 1.5% Lodging Tax on all STR rentals. This included commercial lodging facilities as well as residential facilities. An STR is defined as a unit rented for 30days or less. Staff is requesting direction to proceed with a ballot request in the November 2024 County wide coordinated election to increase the Lodging tax 5% points, from 1.5% to 6.5% for RESIDENTIAL rentals ONLY. Commercial properties are assessed property taxes at 26.3% and residential properties at 6.7% of assessed value. Due to this almost 4x variance, we are only looking at this tax to be applied only to residential STR's.

ANALYSIS:
The current and projected sales tax rates for STR are as follows. (NOTE: The commercial lodging would remain at the current level, the STR would move to the projected and non-lodging would sales tax would remain at 8.9%):

CURRENT Lodging Tax For both Residential and Commercial		Projected Lodging Tax for Residential	
State	2.9%	State	2.9%
County	1.5%	County	1.5%
Transit	0.5%	Transit	0.5%
Town	4.0%	Town	4.0%
Lodging	1.5%	Lodging	6.5%
	10.4%		15.4%

Estimating the projected revenue picture with this change:

	1.50%	6.5%*
2021	18,960	38,307
2022	20,457	61,081

2023	14,461	52,832

*Commercial factored at 1.5%

The above table shows what we received at 1.5% and what we would have received based on the combined 1.5% commercial and 6.5% residential STR. Our current 1.5% lodging tax is not designated for a specific use, rather, it is available for any General Fund use in the budget process. Although this is a very specific tax on a very specific funding source, often a tax question is more successful if the funds are directed or earmarked for a specific community need. Any ear mark directed should be based on the Strategic Plan. This could be, but not limited to, community enhancements, events, parks, child care, or housing options.

COMMUNITY INPUT:
In the Community Survey completed in April and presented to Council recently, this increase was considered. The community desired this increase by a 4-1 margin where 76% were in support. I have attached that question from the Council presentation.

BUDGET / STAFF IMPACT:
N/A

STRATEGIC PLAN ALIGNMENT:
In accordance with Strategy #3 to sustain and invest in the things that define Minturn as a proud, sturdy mountain town to "Keep Minturn Minturn". Minturn strongly values its full-time resident community. Founded by the working-class, the town continues to emphasize the local's experience and quality of life. To maintain the character of Minturn and its ability to transcend time, the community must continually make strides to emphasize the working class. Identification of diversification of revenue and financial stability were also discussed during the most recent Council Retreat.

RECOMMENDED ACTION OR PROPOSED MOTION:

- Motion to approve Ordinance 17-2024 as presented.

ATTACHMENTS:

- Ord 17-2024

ORDINANCE 17 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO, CALLING A SPECIAL ELECTION ON NOVEMBER 5, 2024, FIXING BALLOT TITLES AND QUESTIONS, AND SETTING FORTH OTHER DETAILS RELATING THERETO.

WHEREAS, the Town of Minturn, in the County of Eagle and State of Colorado (the "Town"), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the Town Charter (the "Charter"); and

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected and qualified; and

WHEREAS, pursuant to Article II, Section 2.1 of the Charter and Section 31-10-102.7, C.R.S., the Town may provide by resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 with respect to any election; and

WHEREAS, Article X, Section 20 of the Constitution ("TABOR") requires voter approval for incurring debt, the creation of any tax, and for spending certain moneys above limits established by TABOR; and

WHEREAS, the Council has determined that it is in the best interest of the residents of the Town and public interest and necessity that the Town increase the Lodging Tax on short term rentals of residential property by 5% from a current rate of 1.5% to a rate of 6.5% as further described herein; and

WHEREAS, Pursuant to TABOR and Article VIII Section 8.2 of the Charter, the Town is required to seek voter approval prior to the imposition of such tax; and

WHEREAS, TABOR requires the Town to submit ballot issues (as defined in TABOR) to the Town's electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, November 5, 2024, is one of the election dates at which ballot issues may be submitted to the Town's electors pursuant to TABOR; and

WHEREAS, the County Clerk of Eagle County (the "County Clerk") is conducting a coordinated election on November 5, 2024, pursuant to Section 1-7-116, C.R.S.; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this

resolution) by the Town and the officers thereof, directed towards the Election and the objects and purposes herein stated, is hereby ratified, approved and confirmed.

Section 2. Unless otherwise defined herein, all terms used herein shall have the meanings defined in the Uniform Election Code of 1992, Title 1, Articles 1 through 13, C.R.S., as amended (the "Uniform Election Code").

Section 3. Pursuant to TABOR and the Uniform Election Code, and all laws amendatory thereof and supplemental thereto, the Town hereby determines that a special Election shall be held within the Town on November 5, 2024, and that there shall be submitted to the eligible electors of the Town the election questions set forth herein. Because the Election will be held as part of the coordinated election, the Council hereby determines that the County Clerk and Recorder (the "Clerk") shall conduct the election on behalf of the Town. The officers of the Town are hereby authorized to enter into one or more intergovernmental agreements with the County for the conduct of the Election pursuant to Section 1-7-116, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the Election is hereby ratified, approved and confirmed.

Section 4. The Council hereby authorizes and directs the officers of the Town to certify on or before September 6, 2024, the following election questions in substantially the form hereinafter set forth to the Clerk, which such questions shall be submitted to the eligible electors of the Town at the Election:

EXCISE TAX ON SHORT TERM RENTALS

SHALL THE TOWN OF MINTURN EXCISE TAXES ON SHORT TERM RENTALS BE INCREASED NOT MORE THAN $1.5 MILLION COMMENCING JANUARY 1, 2025, AND BY WHATEVER AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER BY IMPOSITION OF A TOWN SHORT TERM RENTAL TAX IN THE TOTAL AMOUNT OF 6.5% (THE EXISTING 1.5% LODGING TAX PLUS A NEW 5% TAX), ON THE TOTAL AMOUNT OF RENT OR COMPENSATION PAID BY PERSONS RENTING ROOMS OR ACCOMMODATIONS FOR A PERIOD OF THIRTY (30) DAYS OR LESS, BUT NOT INCLUDING HOTELS/MOTELS, HOTEL/MOTEL-SUITE, BED AND BREAKFAST, DORMITORY, AND SHALL SUCH TAX REVENUES RECEIVED ANNUALLY BE USED FOR COMMUNITY PROJECTS AND SERVICES ADDRESSING VISITOR IMPACTS IN THE AREAS OF RECREATION, PUBLIC SAFETY, STREET IMPROVEMENTS, PARKING IMPROVEMENTS, CHILD CARE, COMMUNITY HOUSING, AND ANY OTHER CAPITAL PURPOSES, AS HEREAFTER DETERMINED BY THE TOWN COUNCIL; PROVIDED THAT THE COUNCIL SHALL ADOPT AN ORDINANCE TO IMPLEMENT THE TAX INCREASE AS PROVIDED IN THIS QUESTION (INCLUDING PROVISIONS FOR THE METHOD OF COLLECTION AND ENFORCEMENT, ANY EXEMPTIONS FROM THE TAX, AND OTHER DETAILS) AND MAY ADJUST THE RATE OF THE SHORT TERM RENTAL TAX FROM TIME TO TIME SO LONG AS IT DOES NOT EXCEED 6.5%; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT, RETAIN AND SPEND SUCH EXCISE TAX REVENUES, INCLUDING ANY INVESTMENT EARNINGS AND INTEREST ON SUCH REVENUES, AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Section 5. The Town Clerk of the Town of Minturn (the "Town Clerk") is hereby

appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the Election.

Section 6. Pursuant to Article X, Section 20(3)(b)(v) of the Colorado Constitution, written comments for the TABOR notice must be submitted to the Town forty-five (45) days before the election. The written comments must be signed by an eligible elector before submission.

Section 7. Pursuant to Article X, Section 20(3)(b) of the Colorado Constitution, at least thirty (30) days before the election, the Town Clerk shall mail at the least cost, a titled notice or set of notices addressed to "All Registered Voters" at each address of one or more active registered voters concerning the ballot question referenced in this Ordinance No. 17-2024. The notice shall be entitled "NOTICE OF ELECTION TO INCREASE TAXES." The notice shall also include all information required by TABOR.

Section 8. If a majority of the votes cast on the question to impose a use tax and lodging tax submitted at the election shall be in favor of imposing such taxes as provided in such questions, the Town acting through the Council shall be authorized to proceed with the necessary action to impose such taxes in accordance with such questions. Any authority to impose use taxes or lodging taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to impose such taxes so authorized, an no lapse of time shall be considered as exhausting or limiting the full authority so conferred.

Section 9. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 10. The officers of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 11. If any section, subsection, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

Section 12**.** All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this resolution are hereby repealed to the extent only of such inconsistency.

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 17th DAY OF JULY 2024. 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 7th DAY OF AUGUST 2024 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 WEB SITE THIS 7th DAY OF AUGUST 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

STATE OF COLORADO)
)
COUNTY OF SUMMIT) SS.
)
TOWN OF MINTURN)

I, Jay Brunvand, the Town Clerk of the Town of Minturn, Colorado (the "Town"), do hereby certify:

1. The foregoing pages are a true and correct copy of an Ordinance (the "Ordinance") passed and adopted by the Town Council of the Town (the "Council") at a regular meeting of the Council held on July 17, 2024.

2. The Ordinance was duly introduced, moved and seconded and passed on at the regular meeting of July 17, 2024, by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Earle Bidez, Mayor				
Eric Gotthelf, Mayor Pro Tem				
Lynn Feiger, Councilman				
Gusty Kanakis, Councilman				
Tom Priest, Councilman				
Brian Rodine, Councilman				
Kate Schifani, Councilman				

The Ordinance was duly introduced, moved and seconded and passed on at the regular meeting of August 7, 2024, by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Earle Bidez, Mayor				
Eric Gotthelf, Mayor Pro Tem				
Lynn Feiger, Councilman				
Gusty Kanakis, Councilman				
Tom Priest, Councilman				
Brian Rodine, Councilman				
Kate Schifani, Councilman				

1. The members of the Council were present at the meeting and voted on the passage of such Resolution as set forth above.

2. The Ordinance was approved and authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Town Clerk and recorded in the minutes of the Council.

3. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

4. Notice of the regular meeting of July 17, 2024 and August 7, 2024, are attached hereto as Exhibit A was posted at the Minturn Town Hall, 302 Pine St, Minturn, Colorado, not less than twenty-four hours prior to the meeting in accordance with law.

_____

Town Clerk

(SEAL)

EXHIBIT A
(Attach Notice of Meeting)

65261919.v1
65302175.v1

To: Mayor and Town Council
From: Cindy Krieg, Economic Development
Date: 08/02/2024
Agenda Item: DDA Ballot Question – Ordinance 18-2024

REQUEST:
Staff is requesting consideration of Ord 18-2024 as discussed and directed at the June 19 Council meeting.

INTRODUCTION:
The Town of Minturn has been considering the values a DDA could bring to this community off and on for almost three years. In this time, staff and some business and property owners of Minturn's downtown area have investigated this option with the culmination of the attendance at the 2022 DCI Conference in Colorado Springs. From there the Town returned with an action plan for the potential to create a DDA from which we have slowly been progressing ever since. The Town recently completed a secondary financial analysis by consultant Jim Mann, to better understand the potential income revenues of a DDA. This analysis is currently being expounded to include a debt authorization recommendation amount, to be included in second reading.

During Q2, the Town (with help from DCI) held final meetings with downtown stakeholders (including an in-person open house event on June 10th), and had a public discussion during the June 19th Town Council Meeting, on this topic. There was broad support from downtown commercial stakeholders, and from Town Council.

ANALYSIS:
A Downtown Development Authority functions as quasi-municipal corporation which is intended to halt or prevent deterioration of property values or structures in a Central Business District. To this end, a DDA is focused with finding ways for improving real estate development, infrastructure, and operations of a downtown area. It does this by leveraging any future increase in assessed property valuations within the approved DDA boundary. This allows the DDA to reinvest in Minturn's downtown and keep money in Minturn which would have otherwise gone to the bevy of other organizations that see revenue through property taxes, such as the School District, Cemetery District, Library District, Eagle County, and others. The complete mill levy breakout can be found on electronic page 81 of the 2024 Minturn budget. This is all done through a mechanism called Tax Increment Financing (TIF).

Staff is recommending the above concept which includes no increase in taxes. To form a DDA, firstly, the Council must approve the concept. An election of the property owners and lease-holders included in the DDA boundary is then required. If approved, a DDA has a lifespan of 30 years with the potential to be extended by an affirmative action of the Council.

Because of the specificity of the district boundaries and the qualified elector eligibility and vetting requirements, the County cannot accommodate this issue; thereby forcing us to hold our own limited mail ballot special election.

COMMUNITY INPUT: Ongoing over the past 3 years, including multiple stakeholder meetings, discussions at the Council-level, and informational sessions.

BUDGET / STAFF IMPACT: Election costs of approximately $1500

STRATEGIC PLAN ALIGNMENT:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT.

SUSTAIN AND INVEST IN THE THINGS THAT DEFINE MINTURN AS A PROUD, STURDY MOUNTAIN TOWN TO "KEEP MINTURN MINTURN"

ADVANCE DECISIONS/PROJECTS/INITIATIVES THAT EXPAND FUTURE OPPORTUNITY AND VIABILITY FOR MINTURN

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve Ordinance 18-2024 as presented.

ATTACHMENTS:

- DDA Creation Ordinance No. 18-2024
- DDA Memo / Analysis
- Proposed District Property List
- Boundary Maps

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 18 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO (1) DETERMINING THE NECESSITY OF ESTABLISHING THE MINTURN DOWNTOWN DEVELOPMENT AUTHORITY AND (2) SUBMITTING THE QUESTION OF ESTABLISHING THE MINTURN DOWNTOWN DEVELOPMENT AUTHORITY AND (3) A DEBT AUTHORIZATION QUESTION TO AN ELECTION OF QUALIFIED ELECTORS AT A COORDINATED COUNTY ELECTION TO BE HELD ON NOVEMBER 5, 2024

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, pursuant to the Colorado Revised Statutes (C.R.S.) 31-25-801 to 822, (the "Downtown Development Authority Act"), the Town is authorized to establish a Downtown Development Authority if the Minturn Town Council finds and determines that the establishment of a Downtown Development Authority is necessary to develop and redevelop the Town's downtown commercial core and will serve a public purpose; will promote the long-term viability and general welfare of Minturn; will halt or prevent deterioration of property values or structures within the Town's commercial core, and will assist the Town in the development and redevelopment of the business district in the overall planning to restore or provide for the continuance of the economic health thereof; and will be of special benefit to the properties within the Downtown Development Authority; and

WHEREAS, pursuant to C.R.S. 31-25-804, the Town may submit the question of the establishment of the Downtown Development Authority at a regular election and may submit to the qualified electors of the proposed Downtown Development Authority any local government matters arising under Section 20 of article X of the Colorado Constitution.

WHEREAS, it is the desire of the Town to conduct an independent mail ballot special election within the proposed District on the election date of November 5, 2024 for the purpose of submitting to the eligible electors of the District the proposition set forth in the ballot questions below; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election.

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

SECTION 1. Need for the Minturn Downtown Development Authority. The Minturn Town Council hereby determines it necessary to establish a Downtown Development Authority to be known as the "Minturn Downtown Development Authority" (the "DDA") to promote public

health, safety, prosperity, security, welfare, and the long-term viability of Minturn; will carry out the purposes of an authority as stated in section 31-25-801; will halt or prevent deterioration of property values or structures within the Town's commercial core, and will assist the Town in the development and redevelopment of the business district in the overall planning to restore or provide for the continuance of the economic health thereof; and will be of special benefit to the properties within the Downtown Development Authority; and

SECTION 2. Minturn Downtown Development Authority. Upon formation, the DDA shall be a body corporate with all the powers authorized by the Downtown Development Authority Act and any amendment thereto, and all additional or supplemental power necessary or implied to carry out and effectuate its purposes, and such other powers and authority as provided by law.

SECTION 3. Boundaries. The boundaries of the DDA are described and shown on the attached **Exhibit A**. The area shown on the attached **Exhibit A** is the area of the Town which is and has traditionally been the location of the principal business and commercial center, zoned and used accordingly.

SECTION 4. Organization Election. A Town mail ballot special election is to be held on November 5, 2024 whereby the qualified electors of the proposed DDA shall vote on the ballot question. The ballot question shall be substantially in the form of:

BALLOT ISSUE A

Shall the Minturn Downtown Development Authority be organized pursuant to Part 8 of Article 25 of Title 31, Colorado Revised Statutes, to exercise all powers authorized therein and in any approved plan of development within the boundaries of the Minturn Downtown Development Authority described in Ordinance No. 18 approved by the Minturn Town Council on August 7, 2024?

SECTION 5. Debt Election. Pursuant to the Downtown Development Authority Act, Section 20 of article X of the Colorado Constitution, and the Town Charter, as applicable, there shall be submitted to the qualified electors of the proposed DDA of the area described and described on **Exhibit A**, the following ballot issue with a ballot title and ballot text in substantially the following form:

BALLOT ISSUE B

WITHOUT INCREASING TAXES, AND SUBJECT TO THE APPROVAL OF BALLOT ISSUE A, SHALL THE TOWN OF MINTURN, COLORADO ('TOWN"), ON BEHALF OF AND FOR USE BY THE TOWN OF MINTURN DOWNTOWN DEVELOPMENT AUTHORITY (THE "DDA"), BE AUTHORIZED TO INCREASE ITS DEBT PRINCIPAL BY UP TO $4,330,000 (MAXIMUM PRINCIPAL AMOUNT), WITH A TOTAL REPAYMENT COST INCLUDING INTEREST AND FEES OF NOT MORE THAN $8,198,750 (MAXIMUM TOTAL PRINCIPAL AND INTEREST COSTS), FOR OBLIGATIONS THAT ARE SUBJECT TO TABOR'S ELECTION

REQUIREMENTS AND WITHOUT SUCH LIMITATIONS FOR OBLIGATIONS THAT ARE NOT SUBJECT TO TABOR'S ELECTION REQUIREMENTS;

FOR THE PURPOSE OF FINANCING THE COSTS OF DEVELOPMENT PROJECTS TO BE UNDERTAKEN BY OR ON BEHALF OF THE DDA PURSUANT TO THE DDA PLAN OF DEVELOPMENT, AS IT MAY BE AMENDED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION, ANY PUBLIC IMPROVEMENTS OR PROJECTS DESCRIBED IN THE DDA PLAN, AND APPLICABLE PROVISIONS OF COLORADO LAW;

SUCH DEBT AND THE INTEREST THEREON TO BE PAID FROM AND SECURED BY A PLEDGE OF THE SPECIAL FUND OF THE TOWN WHICH SHALL CONTAIN TAX INCREMENT REVENUES LEVIED AND COLLECTED WITHIN THE BOUNDARIES OF THE DDA; AND SHALL SUCH DEBT BE EVIDENCED BY BONDS, LOANS, ADVANCES, OR OTHER INDEBTEDNESS OR FINANCIAL OBLIGATIONS, TO BE SOLD IN ONE SERIES OR MORE, FOR A PRICE ABOVE OR BELOW THE PRINCIPAL AMOUNT THEREOF, ON TERMS AND CONDITIONS, AND WITH SUCH MATURITIES AS PERMITTED BY LAW AND AS THE TOWN MAY DETERMINE, INCLUDING PROVISIONS FOR THE REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM OF NOT MORE THAN 3% OF THE PRINCIPAL AMOUNT SO REDEEMED; AND SHALL THE TOWN AND THE DDA BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE TAX INCREMENT REVENUES, THE BOND PROCEEDS AND THE INVESTMENT INCOME THEREON AS A VOTER-APPROVED REVENUE CHANGE AND EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Additional Acts. In the event the establishment of a DDA is approved by a majority of the qualified electors voting thereon, Board shall comply with the requirements of the Downtown Development Authority Act for the organization of the DDA, including establishing the number and appointment of the DDA's Board of Directors.

SECTION 6. Maximum Net Effective Interest Rate of DDA Bonds. If bonds are issued to support the activities of the DDA in the future, such ordinance or resolution by which the bonds are issued shall specify the maximum net effective interest rate of such bonds.

SECTION 7. Election Official. The Town Clerk of the Town of Minturn (the "Town Clerk") is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the Election.

SECTION 8. Actions by Town Officers and Employees. The officers of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

SECTION 9. Election Contest. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

SECTION 10. Severability. If any section, subsection, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

SECTION 11. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this ordinance are hereby repealed to the extent only of such inconsistency.

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 17th DAY OF JULY 2024. 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 7TH DAY OF AUGUST 2024 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

TOWN OF MINTURN, COLORADO SEAL 1904

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 7TH DAY OF AUGUST 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

STATE OF COLORADO)
)
COUNTY OF EAGLE) SS.
)
TOWN OF MINTURN)

I, Jay Brunvand, the Town Clerk of the Town of Minturn, Colorado (the "Town"), do hereby certify:

1. The foregoing pages are a true and correct copy of an Ordinance (the "Ordinance") passed and adopted by the Town Council of the Town (the "Council") at a regular meeting of the Council held on July 17, 2024.

2. The Ordinance was duly introduced, moved and seconded and passed at the regular meeting of July 17, 2024, by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Earle Bidez, Mayor	xx			
Eric Gotthelf, Mayor Pro Tem	xx			
Lynn Feiger, Councilman	xx			

Gusty Kanakis, Councilman	xx			
Tom Priest, Councilman			xx	
Brian Rodine, Councilman			xx	
Kate Schifani, Councilman	xx			

The Ordinance was duly introduced, moved and seconded and passed at the regular meeting of August 7, 2024, by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Earle Bidez, Mayor				
Eric Gotthelf, Mayor Pro Tem				
Lynn Feiger, Councilman				
Gusty Kanakis, Councilman				
Tom Priest, Councilman				
Brian Rodine, Councilman				
Kate Schifani, Councilman				

1. The members of the Council were present at the meeting and voted on the passage of such Ordinance as set forth above.

2. The Ordinance was approved and authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Town Clerk and recorded in the minutes of the Council.

3. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

4.

5. Notice of the regular meeting of July 17, 2024, and August 7, 2024, was posted at the Minturn Town Hall, 302 Pine St, Minturn, Colorado, not less than twenty-four hours prior to the meeting in accordance with law.

_____
Town Clerk

(SEAL)

ORDINANCE 17 – SERIES 2024
AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO, CALLING A SPECIAL ELECTION ON NOVEMBER 5, 2024, FIXING BALLOT TITLES AND QUESTIONS, AND SETTING FORTH OTHER DETAILS RELATING THERETO.

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 17th DAY OF JULY 2024. 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 7th DAY OF AUGUST 2024 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

TOWN OF MINTURN, COLORADO

ORDINANCE NO. 18 – SERIES 2024
AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO (1) DETERMINING THE NECESSITY OF ESTABLISHING THE MINTURN DOWNTOWN DEVELOPMENT AUTHORITY AND (2) SUBMITTING THE QUESTION OF ESTABLISHING THE MINTURN DOWNTOWN DEVELOPMENT AUTHORITY AND (3) A DEBT AUTHORIZATION QUESTION TO AN ELECTION OF QUALIFIED ELECTORS AT A COORDINATED COUNTY ELECTION TO BE HELD ON NOVEMBER 5, 2024

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 17th DAY OF JULY 2024. 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 7TH DAY OF AUGUST 2024 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

PUBLISHED IN THE VAIL DAILY ON SATURDAY, JULY 20, 2024.

MEMO

TO: Michelle Metteer, Manager

DATE: July 13, 2024

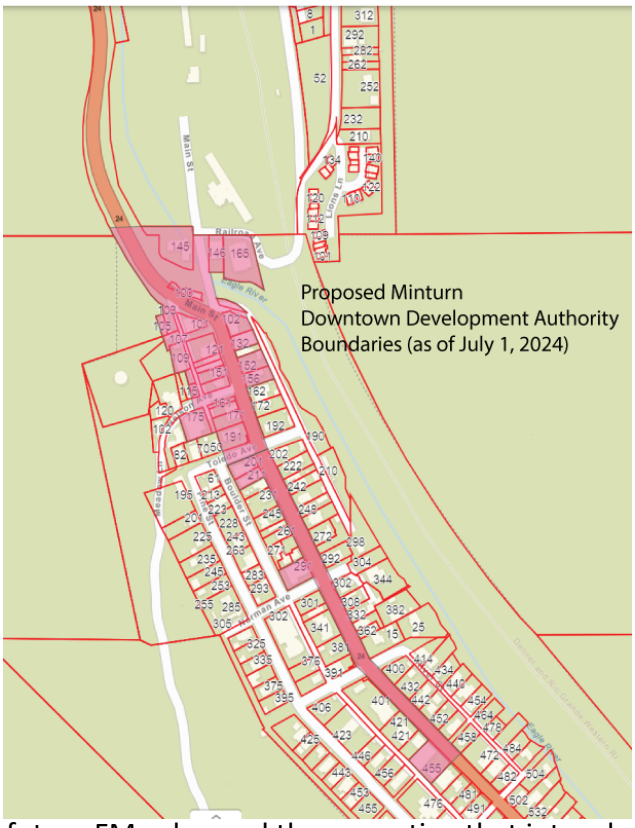
FROM: James Mann, Financial Analyst

RE: Downtown Development Authority – Inventory of Properties and Projected Development

Draft

In evaluating the potential for a Minturn Downtown Development Authority, you have asked that I prepare a property inventory, and generate estimates of potential development and/or redevelopment. In looking at the potential of a district, the following general assumptions have been utilized:

1. Map of District is depicted to the right:
2. The properties included in the initial boundary have the following fair market (FM) values
    a. Land - $8,275,690
    b. Improvements - $20,341,710
    c. Total FM - $29,098,040
    d. Assessed - $4,760,600
    e. Overall Assessed Ratio: 16.36%
3. Biennial 4.00% increase in value
4. No further changes to how assessments are calculated by the state
5. Mill Levy remains as it is current set, 72.908/1,000



As you may recall, we have estimated development potential, taking into consideration a conservative, moderate and aggressive approach to estimate the potential future FM value and then equating that into what the assessed value would be. In looking at potential development, we identified six conceptual developments. The assumptions used were as follows:

1. Evaluate buildable square footage of lot, less set back requirements, and then assuming a 90% build for the redevelopment subset.

2. Assume commercial redevelopment on first floor, with second floor residential, and a third incentive floor per the Town's code.
    a. Conservative Growth assumption did not include the incentive floor
    b. Moderate Growth assumption was the average between the Conservative and Aggressive approaches
    c. Aggressive Growth assumption included incentive floors
3. Square footage values:
    a. Residential - $688/square
    b. Commercial - $250/square
    c. Land - $125/square
4. Included a 0.50% to 2.00% natural annual valuation increase, based on improvement made to district properties
5. Utilized a nominal borrowing rate of 5.00%

It is further assumed that development will generally occur over a five-year period, with the first project undertaking in 2026, which would be assessed in 2027, with first revenues occurring in 2028. It should also be understood that following year 20, a recalculation of the base value will occur, placing half of any growth back into the base of the district.

Given the above, I have estimated that the development potential to be as follows:

	Total FM Value	Gross Revenue Stream	Net Present Value
Conservative	21,113,133	5,719,580	2,982,899
Moderate	32,615,920	8,333,199	4,338,880
Aggressive	44,118,706	10,946,818	5,694,861

Attached you will find the following documents:

- District Property Inventory
- Redevelopment Summary

Situs Address 024747 S HWY 24
Tax Area SC024 - MINTURN (TOWN) - SC024
Parcel Number 2103-224-00-009
Legal Summary Section: 22 Township: 5 Range: 81 PCLIN SE1/4 MEADOW MOUNTIAN ADD
BK-0298 PG-0074 MAP
BK-0350 PG-0644

Situs Address 145 N MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-38-001
Legal Summary Subdivision: EAGLE RIVER INN Lot: C

Situs Address 146 N MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-08-002
Legal Summary Subdivision: BOOCO Block: B Lot: 5 AND:- Lot: 6, TOGETHER WITH 20' X 50' OF LAND ADJOINING SOUTH END OF LOTS 5 & 6

Situs Address 000165 RAILROAD AVE
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-08-001
Legal Summary Subdivision: BOOCO Block: B Lot: 1 THRU:- Lot: 4
BK-0500 PG-0944 PTD 02-23-89

Situs Address 100 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-09-003
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: A Lot: 3 AND:- Lot: 4 PT OF
BK-0132 PG-0467 WD 03-14-47
BK-0225 PG-0370 QCD 09-11-72
BK-0122 PG-0105 QCD 05-24-37
BK-0301 PG-0857 QCD 04-11-80

Situs Address 106 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-09-002
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: A Lot: 3 AND:- Lot: 4 PT OF & PT OF AREA TO NORTH OF LOT 4
BK-0376 PG-0166 QCD 01-06-84
BK-0380 PG-0101 QCD 02-10-84
R736928 WD 08-14-00
R901939 QCD 12-27-04

Situs Address 103 WILLIAMS ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-09-004
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: A Lot: 4A AND:- Lot: 5
BK-0166 PG-0447 WD 11-28-62
BK-0224 PG-0406 QCD 05-27-72

BK-0225 PG-0370 QCD 09-11-72
BK-0370 PG-0513 BSD 09-23-83

Situs Address 105 WILLIAMS ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-00-007
Legal Summary Section: 26 Township: 5 Range: 81 PCLIN SW1/4W1/4
BK-0224 PG-0407 QCD 05-27-72
BK-0485 PG-0453 WD 06-08-88

Situs Address 000107 WILLIAMS ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-00-012
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: A&B PARCELS A & B
BK-0345 PG-0746 BSD 09-07-82

Situs Address 000109 WILLIAMS ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-10-008
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: B Lot: 12 AND:- Lot: 13
BK-0165 PG-0489 WD 04-04-61

Situs Address 167 WILLIAMS ST #1
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-36-001
Legal Summary Subdivision: HOTEL MINTURN Units: 1 - 4

Situs Address 167 WILLIAMS ST #4
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-36-002
Legal Summary Subdivision: HOTEL MINTURN Unit: 4

Situs Address 167 WILLIAMS ST #5
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-36-003
Legal Summary Subdivision: HOTEL MINTURN Unit 5

Situs Address 175 WILLIAMS ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-23-001
Legal Summary Subdivision: NELSON AVENUE MINOR SUB Lot: 1

Situs Address 000101 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-09-001
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: A Lot: 1 THRU:- Lot: 3
BK-0213 PG-0818 DEED 08-01-68
BK-0225 PG-0370 QCD 09-11-72
BK-0363 PG-0317 QCD 08-01-80
BK-0510 PG-0958 WD 08-02-89

Situs Address 000121 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-10-001
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: B Lot: 1 THRU:- Lot: 4 PT OF
BK-0362 PG-0818 QCD 10-03-79

Situs Address 000141 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-10-002
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: B Lot: 5
BK-0279 PG-0206 QCD 11-30-78

Situs Address 000151 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-10-003
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: B Lot: 6 AND:- Lot: 7 AND:- Lot: 9 N1/2 PART OF
BK-0212 PG-0237 WD 04-08-46
BK-0212 PG-0236 QCD 02-16-68
BK-0224 PG-0365 WD 05-24-72
BK-0224 PG-0367 WD 05-24-72
BK-0266 PG-0091 WD 01-15-78
BK-0362 PG-0819 QCD 10-03-79

Situs Address 000155 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-10-004
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: B Lot: 7 AND:- Lot: 8 S1/2 OF
BK-0332 PG-0619 QCD 11-13-81
BK-0363 PG-0320 QCD 12-30-81

Situs Address 000161 NELSON AVE
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-11-003
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: C Lot: 1 PT OF
BK-0363 PG-0322 QCD 05-26-81

Situs Address 161 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-11-002
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: C Lot: 1 AND:- Lot: 2 PT OF
BK-0235 PG-0908 QCD 08-02-74

Situs Address 000171 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-11-001
Legal Summary Subdivision: MACKEDON & RATHBURNS Block: C Lot: 3 AND:- Lot: 4
BK-0363 PG-0318 QCD 10-03-79

Situs Address 000191 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-11-010
Legal Summary Subdivision: BOOCO Block: D Lot: 1 THRU:- Lot: 3 PART OF

Situs Address 0201 MAIN ST #R-1
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-37-001
Legal Summary Subdivision: IRON WORKS BUILDING CONDOMINIUM Unit: R-1

Situs Address 0201 MAIN ST #R-2
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-37-002
Legal Summary Subdivision: IRON WORKS BUILDING CONDOMINIUM Unit: R-2

Situs Address 0201 MAIN ST #R-3
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-37-003
Legal Summary Subdivision: IRON WORKS BUILDING CONDOMINIUM Unit: R-3

Situs Address 0201 MAIN ST #R-4
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-37-004
Legal Summary Subdivision: IRON WORKS BUILDING CONDOMINIUM Unit: R-4

Situs Address 0201 MAIN ST #R-5
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-37-005
Legal Summary Subdivision: IRON WORKS BUILDING CONDOMINIUM Unit: R-5

Situs Address 0201 MAIN ST #C-1
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-37-006
Legal Summary Subdivision: IRON WORKS BUILDING CONDOMINIUM Unit: C-1

Situs Address 0201 MAIN ST #C-2
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-37-007
Legal Summary Subdivision: IRON WORKS BUILDING CONDOMINIUM Unit: C-2

Situs Address 000211 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-12-009
Legal Summary Subdivision: BOOCO Block: F Lot: 3 AND:- Lot: 4 PT OF

Situs Address 000291 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-24-001
Legal Summary Subdivision: 291 MAIN STREET Lot: 17A R749187 MAP 01-31-01

Situs Address 000455 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-15-032
Legal Summary Subdivision: BALDAUF ADDITION Block: 1 Lot: 7 AND:- Lot: 8

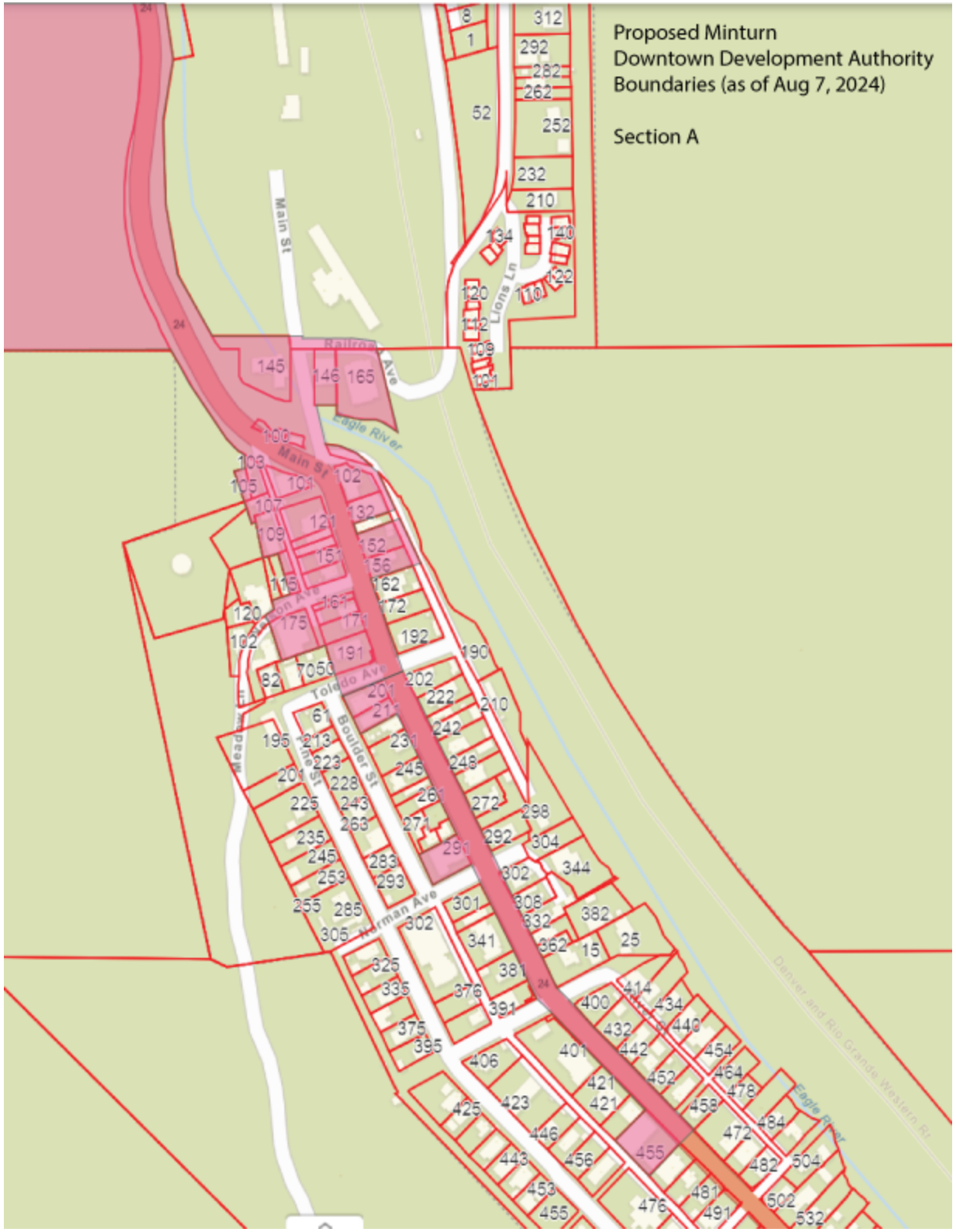
Situs Address 102 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-07-010
Legal Summary Subdivision: BOOCO Block: C Lot: 1 THRU:- Lot: 3, PT OF, TOGETHER WITH 100 SQ FT OF VACATED EAGLE ST
BK-0363 PG-0321 QCD 10-03-79
R899588 EAS 12-03-04

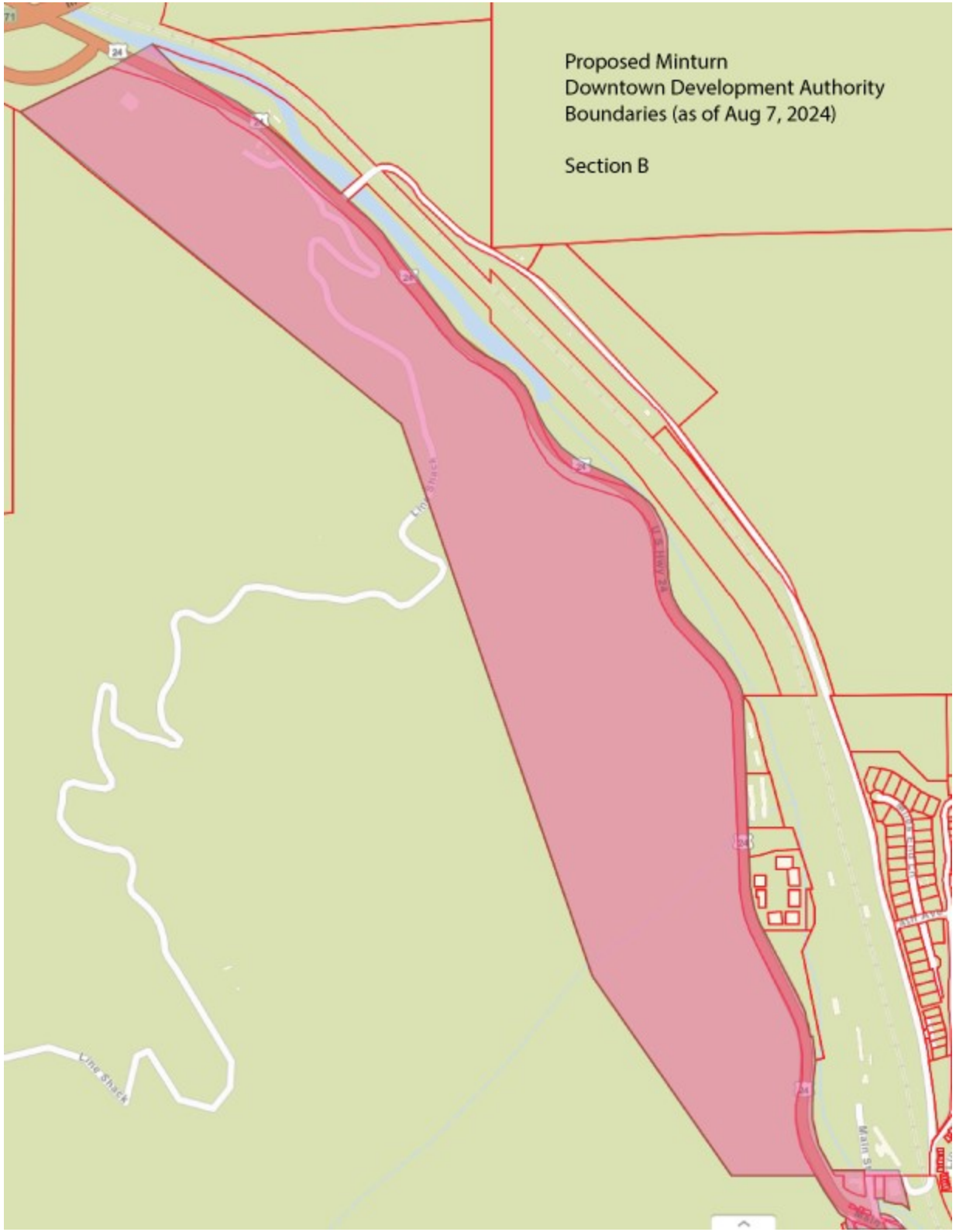
Situs Address 132 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-07-009
Legal Summary Subdivision: BOOCO Block: C Lot: 4 AND:- Lot: 5
R839161 QCD 06-12-03
R839163 QCD 06-12-03

Situs Address 152 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-07-006
Legal Summary Subdivision: BOOCO Block: C Lot: 7 THRU:- Lot: 9 1/2 OF
BK-0212 PG-0826 WD 05-10-68
BK-0212 PG-0827 WD 05-10-68
BK-0212 PG-0828 WD 05-22-68
BK-0574 PG-0503 DC 08-22-91

Situs Address 156 MAIN ST
Tax Area 024 - MINTURN (TOWN) - 024
Parcel Number 2103-263-07-005
Legal Summary Subdivision: BOOCO Block: C Lot: 9, Subdivision: BOOCO Block: C Lot: 10 AND:- Lot: 11 PART OF PART OF

District Boundaries to include the Right of Way from the entirety of US Hwy 24 from the Northeast point of Parcel # 2103-224-00-009, down through 455 Main St.


Proposed Minturn
Downtown Development Authority
Boundaries (as of Aug 7, 2024)
Section A
Main St
Railroad Ave
Eagle River
Lions Ln
Toledo Ave
Boulder St
Norman Ave
Denver and Rio Grande Western Rr


Proposed Minturn
Downtown Development Authority
Boundaries (as of Aug 7, 2024)
Section B

To: Mayor and Town Council
From: Jay Brunvand
Date: August 7, 2024
Agenda Item: Resolution 42 – Series 2024; A Resolution Approving an IGA with the Eagle County Clerk and Recorder for coordinated election services on the November 5, 2024 General Election

REQUEST:
Staff is recommending the Council approve Resolution 42 – Series 2024; A Resolution Approving an IGA with the Eagle County Clerk and Recorder for coordinated election services on the November 5, 2024 General Election as presented.

INTRODUCTION:
The Town will be presenting a ballot measure to increase the Short Term Rental Lodging Tax from 1.5% to 6.5%. This question will be asked on the November 5, 2024 General Election. General Elections in November are conducted as coordinated elections run via an Inter governmental agreement with the County Clerk's Office.

ANALYSIS:
During the August 7 council meeting, Council will be considering Ord 17-2024 on second reading to present to the voters a proposal to increase the existing Lodging Tax from 1.5% to 6.5%. This question will be run on the County wide coordinated election for only Minturn voters. TABOR allows tax issues such as this to be run in the normal April municipal election or in the November County wide General Election. This Resolution will approve the IGA required by the County Clerk's Office.

COMMUNITY INPUT: the ballot question will be passed via Ordinance which provides publication, posting, and public hearings prior to passing.

BUDGET / STAFF IMPACT:
It is estimated that this will cost approximately $1,000 and we have funds available in the election line item.

STRATEGIC PLAN ALIGNMENT:
In accordance with Strategy #4 the Town will advance decisions/projects/initiatives that expand future opportunity and viability for Minturn.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve Resolution 42 – Series 2024 as presented.

Attachments:
- Resolution 42 – Series 2024 and referenced agreement.

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 42 - SERIES 2024

A RESOLUTION OF THE TOWN OF MINTURN APPROVING IGA WITH EAGLE COUNTY FOR THE NOVEMBER 5, 2024 COORDINATED COUNTY ELECTION

WHEREAS, the Town of Minturn, in the County of Eagle, and State of Colorado, is a home rule municipal corporation duly organized and exiting under laws of the State of Colorado and the Town Charter; and

WHEREAS, pursuant to C.R.S. § 1-7-116 (1) (a) the Clerk will serve as the coordinated election official for the General Election, and in accordance with state law, will conduct the General Election on behalf of all participating political subdivisions having jurisdiction within the boundaries of Eagle County; and

WHEREAS, C.R.S. § 1-7-116 (2) requires each political subdivision for which the Clerk will conduct the General Election to enter into an agreement with the Clerk concerning the conduct of the General Election, to be signed no later than seventy (70) days prior to the scheduled election; and

WHEREAS, the Town of Minturn intends to submit one or more ballot measure(s) at the General Election; and

WHEREAS, the County Clerk and the Town of Minturn wish to clarify their responsibilities and memorialize their agreement with respect to the conduct of the General Election.

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

Section 1. The Memorandum of Intergovernmental Agreement For Conduct of Coordinated Elections, attached hereto and incorporated by reference, is hereby approved.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Town Council hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED THIS ON THIS 7th DAY OF AUGUST, 2024

_____
Earle Bidez, Mayor

ATTESTS:

_____
Jay Brunvand, Town Clerk

Intergovernmental Agreement
Between the Eagle County Clerk and Recorder and
the Town of Minturn
Concerning the Tuesday, November 5, 2024 General Election

THIS Intergovernmental Agreement between the Eagle County Clerk and Recorder (the "Clerk") and the Town of Minturn (Town) concerning the Tuesday, November 5, 2024 General Election is made on August 7, 2024.

RECITALS

WHEREAS, pursuant to C.R.S. § 1-7-116 (1) (a) the Clerk will serve as the coordinated election official for the General Election, and in accordance with state law, will conduct the General Election on behalf of all participating political subdivisions having jurisdiction within the boundaries of Eagle County; and

WHEREAS, C.R.S. § 1-7-116 (2) requires each political subdivision for which the Clerk will conduct the General Election to enter into an agreement with the Clerk concerning the conduct of the General Election, to be signed no later than seventy (70) days prior to the scheduled election; and

WHEREAS, the Political Subdivision intends to submit one or more ballot measure(s) and/or candidate race(s) at the General Election; and

WHEREAS, the County Clerk and the Political Subdivision wish to clarify their responsibilities and memorialize their agreement with respect to the conduct of the General Election.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the parties agree as follows:

I. Coordinated and Designated Election Officials

A. Except as otherwise provided in this section, the Clerk shall act as the *Coordinated Election Official* for the conduct of the Election for the Political Subdivision for all matters in the Uniform Election Code of 1992, Colorado Title 1, C.R.S. as amended ("Election Code") which require action by the Coordinated Election Official.

B. The Political Subdivision shall name a *Designated Election Official ("DEO")* who shall act as the primary liaison between the Political Subdivision and the Clerk. Nothing herein shall be deemed or construed to relieve the Clerk or the governing body of the Political Subdivision from their official responsibilities for the conduct of the Election.

C. Jurisdictional Limitation

This Agreement shall apply only to the portion of the Political Subdivision within the boundaries of Eagle County.

D. Clerk's Contact Officer

The Clerk hereby designates Stacey Jones, Eagle County Chief Deputy Clerk and Recorder (stacey.jones@eaglecounty.us; phone 970-328-8726), as the "*Contact Officer*" to act as the Clerk's primary liaison with the Political Subdivision for all purposes relating to the Election. The Contact Officer shall act under the authority of the Clerk.

II. Clerk Responsibilities

The Clerk will perform all duties in substantial compliance with applicable provisions of the Election Code, the Election Rules ("Election Rules") promulgated by the Colorado Secretary of State, as may be amended from time to time; and any then-current policy directives of the Colorado Secretary of State, if applicable.

A. Preparation for Election

1. The Clerk hereby provides the Political Subdivision with a Street Locator Report (Appendix B), listing all residential street addresses situated within the Political Subdivision's boundaries, as currently configured in Colorado's statewide voter registration database ("SCORE").

2. The Clerk shall manage all voter registration records and correspondence.

3. The Clerk shall supply, deliver, and set up all voting equipment and other items necessary to conduct the Election.

4. The Clerk shall appoint eligible electors as election judges, arrange for their compensation, and provide election judge training in advance of the Election.

5. The Clerk shall include on the ballot all content timely certified by the Political Subdivision in accordance with law; contract for the printing of ballots, ballot envelopes, and other printed materials reasonably necessary to conduct the Election; and arrange for payment to the printing vendor(s).

6. The Clerk shall publish and post a notice of election as required by 1-5-205 C.R.S. in the *Eagle Valley Enterprise*, the *Vail Daily*, and, as applicable, the *Aspen Times Weekly,* no later than twenty (20) days prior to the Election.

7. The Clerk shall perform all required acceptance testing, hardware diagnostic testing, and logic and accuracy testing of Eagle County's voting system and components in substantial compliance with Conditions of Use applicable to Eagle County's voting system as certified by the Colorado Secretary of State.

B. Conduct of Election

1. The Clerk shall designate the proper number and locations of vote centers and 24-hour ballot boxes. All voting locations will be reasonably accessible to voters with disabilities.

2. The Clerk shall adhere to security requirements pursuant to Election Rule 20, including the security of physical ballots and video surveillance.

3. The Clerk shall provide for the processing of all ballots and verification of electors' signatures on the self-affirmation printed on the mail ballot return envelopes and UOCAVA ballot return affidavits.

4. The Clerk shall issue mail ballots and electronic transmission ballots to and accept voted mail and electronically transmitted ballots from military and overseas voters in substantial compliance with the deadlines and delivery methods mandated by applicable provisions of federal and state law, including the Uniformed and Overseas Citizens Absentee Voting Act, all as amended.

5. The Clerk shall conduct the required post-election risk-limiting audit (RLA).

6. The Clerk shall conduct any mandatory or permissive recount.

7. The Clerk shall appoint the risk-limiting audit board members, coordinate the appointment of the canvass board members through local Democratic and Republican parties, conduct the risk-limiting audit and canvass, and certify the official results of the Election.

8. The Clerk shall provide an official Certification of Election to the Political Subdivision after the official close of the Election. Any additional Certificates of Election which are required by law to be forwarded to another division of government shall be the responsibility of the Political Subdivision.

9. The Clerk shall preserve all election records relating to the Election for at least twenty-five months pursuant to 1-7-802 C.R.S.

10. The Clerk shall be the final decision maker on any substantive and procedural issues

regarding the conduct of the Election.

C. Ballot Issue Notice ("TABOR Notice")

1. The Clerk shall prepare and mail a combined TABOR Notice in substantial compliance with Article X, Section 20 of the Colorado Constitution ("TABOR Amendment") and applicable provisions of the Election Code and Election Rules. As nearly as practicable, the notice shall be in the order the ballot issues will appear on the ballot.

2. The Clerk shall mail the TABOR Notice not less than thirty (30) days prior to the Election, pursuant to Colorado Constitution Article X, Section 20(3)(b) and 1-1-106(5) C.R.S. The Clerk shall determine the least cost method for mailing the ballot issue notice, but at a minimum, the ballot issue notice shall be addressed and mailed to eligible voters at each address in Eagle County where one or more registered voters of the Political Subdivision and of any other participating entity resides. Nothing herein shall preclude the Clerk from mailing the TABOR Notice to persons other than voters of the Political Subdivision if such mailing arises from the Clerk's efforts to mail the combined TABOR Notice for all participating entities at the least cost.

III. Political Subdivision Responsibilities

A. Contact Liaison

1. The Political Subdivision shall identify a "Designated Election Official" (DEO) to act as a liaison between the Political Subdivision and the Clerk/Contact Officer. The DEO shall be responsible for the final approval of ballot content and TABOR Notice content. **To meet statutory and printing deadlines, the DEO shall respond to all Election-related written correspondence, electronic correspondence, phone calls, text messages, or any other communication from the Clerk/Contact Officer as soon as possible and no later than four (4) hours from the time of delivery by the Clerk/Contact Officer**. If the DEO cannot respond within four (4) hours, an alternative official may respond on the DEO's behalf. Failure to respond to correspondence within four (4) hours shall constitute approval allowing the Clerk to move forward, at the Clerk's discretion, with the action or inaction the Clerk deems appropriate under the circumstances.

2. DESIGNATED ELECTION OFFICIAL
The Political Subdivision has designated Jay Brunvand
whose mailing address is 301 Boulder St #309 Minturn, CO 81645
and whose phone number is 970-827-5645 ext 1
and whose cell phone number is 970-390-2542
and whose email address is treasurer@minturn.org
and whose fax number is
as its DEO for the purpose of the Election.

3. ALTERNATIVE OFFICIAL
   The Political Subdivision has designated___Cindy Krieg_____
   whose mailing address is ____301 Boulder St #309 Minturn, CO 81645_____
   and whose phone number is____970-445-2145_____
   and whose cell phone number is _____
   and whose email address is_____events@minturn.org_____
   and whose fax number is_____
   as its alternative official for the Election.

B. Certification of Address Ranges

1. The Political Subdivision shall verify and certify to the Clerk (Appendix C) that all address ranges and street names situated in the Political Subdivision are accurately and completely stated in the Address Library Report attached hereto as Appendix B.

2. In connection with such Address Library Report verification and certification, the Political Subdivision shall note any address ranges or street names within the Political Subdivision that are inaccurately or incompletely stated in or omitted from the Address Library Report, and certify on the Statement of Certification (Appendix C) the accuracy and completeness of the remainder of the Address Library Report.

3. The Political Subdivision shall deliver to the Clerk its Statement of Certification (Appendix C) and accuracy of the Address Library Report, with notations regarding inaccuracies and omissions by seventy (70) days before the election, no later than 3:00 p.m. Mountain Standard Time on Tuesday, August 27, 2024. Address changes will not be allowed after this date. If the certification is not provided by the date specified herein, the Political Subdivision may not be allowed to participate in the Election or the Clerk may build the election on the assumption that the Address Library Report attached hereto as Appendix B is both complete and accurate, as the Clerk in her discretion may decide.

C. Ballot Content

1. Definitions of Ballot Issue and Ballot Question:

   a. TABOR “ballot issue” means a state or local government matter arising under the TABOR Amendment
   b. “Ballot question” means a state or local government matter involving a citizen petition or referred measure, other than a ballot issue.

2. The Political Subdivision shall be solely responsible for determining whether a ballot issue, ballot question, candidate contest, or candidate is eligible and properly certified for the ballot.

3. The Political Subdivision shall provide a certified copy to the Clerk of all ballot content

(candidate contests, ballot issues, and ballot questions in order) referred by the Political Subdivision for the Election pursuant to section 1-5-203 C.R.S:

a. The Political Subdivision shall not certify any single ballot issue or ballot question **in excess of two hundred and fifty (250) words** in English (inclusive of the title) unless the Clerk provides written consent in advance. Notwithstanding the foregoing, for ballot issues or ballot questions that will involve coordination with other counties beyond Eagle County, the Political Subdivision will adhere to any smaller word limit that may be required by other county clerk and recorders.

b. The Political Subdivision shall not certify any single ballot issue or ballot question title **in excess of ten (10) words** in English unless the Clerk provides written consent in advance. Notwithstanding the foregoing, for ballot issue or ballot question titles that will involve coordination with other counties beyond Eagle County, the Political Subdivision will adhere to any smaller word limit that may be required by other county clerk and recorders.

c. Such certified ballot content and the **signed resolution** that authorizes the ballot content shall be delivered to the Clerk as an email attachment in Word format (see section C.3.h or full required formatting of ballot and TABOR content), at the earliest possible time and in no event later than **3:00 p.m. Mountain Standard Time on Friday**, **September 6, 2024** (Appendix A), pursuant to section 1-5-203, C.R.S., as amended.

d. The Political Subdivision that issues certified ballot content pursuant to 1-5-203, C.R.S. shall be solely responsible for the accuracy of the information contained in the certificate. Any error that can be corrected pursuant to 1-5-412, C.R.S. shall be corrected at the expense of the Political Subdivision whose DEO issued and/or approved the incorrect certification. Such costs include but are not limited to staff time to reprogram election content, additional required logic and accuracy testing, reprinting of ballot and ballot materials, and staff time required to make corrections.

e. All ballot content certified by the Political Subdivision shall utilize the exact language and order as such ballot content is to appear on the printed official and sample ballots for the Election. The list of candidates/questions must be <u>typed exactly</u> as it is to appear on the ballot, including **correct order, title, spelling, spacing, and punctuation.**

    i. For candidates, specify the exact titles of offices, the order of the names to appear for each office, and the order of offices.
    ii. For issues, specify the ballot title and the order of the issues (per C.R.S., the Clerk determines specific numbering on the ballot).
    iii. If the Political Subdivision has a TABOR issue on the ballot, the issue text must be typed in all uppercase as is dictated by law (i.e. TABOR Amendment).

iv. If the Political Subdivision has a non-TABOR question on the ballot, the question must be typed in mixed case.
v. Bullet points may be used, but sub-bullet points may not be used; spacing is at the discretion of the Clerk to accommodate proper ballot layout.
vi. Ballot Issues or Questions vote choice must be formatted as follows:

_____YES/FOR _____NO/AGAINST

It is at the discretion of the Clerk to change the formatting on the ballot to match this formatting if it is not certified in this required format or if the formatting results in the ballot increasing in length, multiple sides, or multiple pages. The Clerk also has discretion to make non-substantive formatting changes, including but not limited to font, font size, and font case, in order to create consistency across ballot contests and measures.

f. The Political Subdivision has the responsibility to proofread and edit the text of the ballot proof before the Clerk will authorize the printing of the ballots. **From the time the Clerk delivers via email the ballot proof, the Political Subdivision has four (4) hours to proofread, correct if necessary, sign, and return the proof to the Clerk**. The Political Subdivision's failure to disapprove and correct errors within that time shall constitute an approval of the ballot proof. After final approval of the ballot proof, the Political Subdivision assumes all responsibility and cost for any judicial proceedings related to any errors within the text of its issue, question, or contest on the printed ballots.

g. The Political Subdivision authorizes the Clerk to correct typographical errors and omissions, and to determine the appropriate ballot question number or letter upon designation of the ballot number or letter by the Clerk.

h. The Political Subdivision shall certify its ballot content via email to the Clerk and Contact Officer in conformance with the following formatting requirements:

i. Software: Microsoft Word '03 or later (not as a PDF)
ii. Spacing: Single
iii. Font Type: Arial Narrow
iv. Font Size: 10 point
v. Justification: Left
vi. All Margins: 0.5 inches
vii. Language: English
viii. Delivery Medium: Email attachment to regina.obrien@eaglecounty.us and stacey.jones@eaglecounty.us

Submissions not meeting these requirements may be rejected by the Clerk.

i. Spanish language translation of the ballot content must be submitted by the Political

Subdivision to the Clerk by **3:00 p.m. Mountain Standard Time on Friday, September 6, 2024**. Spanish language translations must be linguistically accurate, culturally appropriate, and technically consistent with the original documents.

j. The Political Subdivision must provide an audio recording of each candidate's name. The DEO or candidate may leave an audio recording of the candidate's name, exactly as certified for the ballot, on the voicemail of the Clerk (970-382-8783) or Contact Officer (970-328-8726). This audio recording must be provided no later than the deadline to certify ballot content, **Friday, September 6, 2024 by 3:00 p.m. Mountain Standard Time** (Appendix A).

D. **Ballot Issue Notice ("TABOR Notice")**

1. The Political Subdivision shall receive, store, and prepare TABOR Notice content according to the provisions set forth in the TABOR Amendment and 1-7-901, 1-7-902, 1-7-903, 1-7-904, and 1-7-908 C.R.S.

2. The Political Subdivision shall transmit via email the full text of any required TABOR Notice information, fiscal information, and pro/con statement summaries to the Clerk in order to be included in the TABOR Notice mailings no later than forty-three (43) days, **Monday, September 23, 2024 by 3:00 p.m. Mountain Standard Time** (Appendix A) before the Election, in final written form in accordance with the formatting requirements for ballot certification (see formatting requirements listed in section C.3.h). Submissions not meeting these requirements will be rejected by the Clerk.

3. The Clerk will coordinate Spanish translation of all TABOR Notice content if the Political Subdivision provides advanced notice by **Friday, September 6, 2024** to the Clerk or Contact Officer that the Political Subdivision would like to engage with this service (and be invoiced for the Political Subdivision's portion of the translation cost). If the Political Subdivision does not choose to coordinate with the Clerk, the Spanish translation of TABOR Notice content is required on **Monday, September 23, 2024 by 3:00 p.m. Mountain Standard Time**. In accordance with Secretary of State Election Rule 4.8.9(b)(1) (8 CCR 1505-1), a Spanish language translations must be performed by a qualified interpreter or translator, linguistically accurate, culturally appropriate, and technically consistent with the original documents.

4. The Political Subdivision shall incorporate in its TABOR Notice content a local office address and telephone number specific to the Political Subdivision or the Political Subdivision DEO to enable voters to reach the Political Subdivision directly. The Clerk shall respond to all correspondence and inquiries that the Clerk receives within its expertise relating to election procedures, but the Clerk shall refer inquiries concerning the substance of the ballot issues, ballot questions, candidates, or the operations of the Political Subdivision to the Political Subdivision's DEO.

5. The Political Subdivision has the responsibility to proofread and edit the text of the TABOR Notice proof before the Clerk will authorize printing of the TABOR Notice. **From the time the Clerk delivers via email the TABOR Notice proof, the Political Subdivision has four (4) hours to proofread, correct if necessary, sign, and return the proof to the Clerk**. The Political Subdivision's failure to disapprove and correct errors within that time shall constitute an approval of the TABOR Notice proof. After final approval of the TABOR Notice proof, the Political Subdivision assumes all responsibility and cost for any judicial proceedings related to any errors within the text of their issue or information presented on the TABOR Notice.

E. **Cancellation of Election**

1. If the Political Subdivision resolves not to hold the Election, notice of such cancellation shall be provided to the Clerk immediately. The Political Subdivision shall not cancel its participation in the Election after the twenty-fifth (25) day before the election**, Friday, October 11, 2024** (Appendix A), pursuant to section 1-5-208(2), C.R.S., as amended.

2. The Political Subdivision shall provide notice by publication of the timely cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official, in the primary building of the Political Subdivision, and, if the Political Subdivision is a special district, in the office of the division of local government. The Political Subdivision is solely responsible for delivering such postings to each entity.

3. The Political Subdivision shall be responsible for all expenses incurred on its behalf to the date that notice was received by the Clerk together with all expenses incurred thereafter which could not be avoided by reasonable effort. All costs incurred or contracted for by the Clerk to support the Political Subdivision's portion of the TABOR Notice shall be reimbursed by the Political Subdivision.

4. Upon receipt of the invoice, the Political Subdivision shall promptly pay the Clerk the full actual costs of the activities of the Clerk relating to the Election incurred both before and after the Clerk's receipt of such notice.

F. **Other Responsibilities**

1. The Political Subdivision shall exercise all reasonable diligence, care, and control in providing the services noted above to the Clerk.

2. The Political Subdivision's DEO or assigned representative shall assist with equipment logic and accuracy testing, post-election canvass, and risk-limiting audit as requested by the Clerk.

3. The Political Subdivision shall give assistance and information to the Clerk on any matter to ensure the smooth and efficient operation of the Election (such information not to include legal advice).

4. The Political Subdivision shall adhere to all applicable provisions of C.R.S. which are necessary or appropriate to the performance of the above duties.

5. The Political Subdivision shall follow the additional responsibilities in which non-resident property owners may be eligible to vote as set forth in Appendix D.

IV. Miscellaneous

A. Costs

1. The Clerk shall keep accurate accounts of all costs incurred to prepare for and conduct the Election, including but not limited to costs incurred for supplies, printing, ballot insertion and mailing, legal and other notices, temporary labor, compensation of election judges, overtime pay for staff, and other expenses attributable to the Clerk's conduct of the Election on behalf of the Political Subdivision. Clerk may give the Political Subdivision general estimates of cost but such estimates are not binding. The Political Subdivision is responsible for the pro rata share of actual costs as determined by the Clerk.

2. The Clerk shall charge to the Political Subdivision its pro rata share of all costs and expenses reasonably incurred in connection with the preparation, translation, printing, labeling, postage, and mailing of the TABOR Notice. Said expenses shall be prorated among all Political Subdivisions participating in the TABOR Notice.

3. The Clerk shall charge and allocate to the Political Subdivision its pro rata share of the direct costs of the Election, and all direct and indirect costs and expenses incurred by the Clerk to remedy, resolve, or reconcile the Political Subdivision's failure or omission to timely perform any of its obligations under this Agreement, without regard to whether the Political Subdivision rescinds its intent to participate in the Election.

4. In the event an interested party is not liable for payment of costs incurred in connection with a mandatory or permissive recount of, or election contest relating to, one or more candidate contests, ballot issues, or ballot questions certified by the Political Subdivision, the Clerk shall charge any and all direct and indirect costs and expenses reasonably incurred by the Clerk to conduct or participate in any such recount or ballot contest. If more than one political subdivision participating in the Election is involved in any such recount or election contest, the costs thereof shall be prorated between the Political Subdivision and such other participating entities.

5. The Political Subdivision assumes all responsibility and cost for any judicial proceedings regarding whether or not the political subdivision measures or candidates legally belong on the ballot and any other challenges, both pre-and post-election.

6. The Clerk shall submit to the Political Subdivision an invoice for the Political Subdivision's pro rata share of direct and indirect costs incurred in connection with the Political Subdivision's participation in the Election within ninety (90) days after the Election (Appendix A).

7. The minimum charge for coordinating the Election with the Clerk for coordinating entities with 300 or fewer active voters on Election Day shall be $500.00. The minimum charge for coordinating entities with 301 or more active voters on Election Day shall be $1000.00.

8. In addition, there will be a surcharge for coordination and administration of non-resident, property owner ballot mailing of $1000.00.

9. The Political Subdivision shall remit all payments due to the County upon receipt of an itemized statement by **February 28, 2025** (Appendix A).

B. Indemnification

To the extent permitted by law, the Political Subdivision agrees to indemnify, defend, and hold harmless the County, its officers, and employees, from any and all losses, costs, demands, or actions arising out of or related to any actions, errors or omissions of the Political Subdivision in completing its responsibilities relating to the Election and related tasks.

C. Reasonable Care

The County and its employees, agents, representatives, or other persons acting under the direction or control of the County shall use reasonable care in carrying out their obligations under this Agreement.

D. Notices

Any and all notices required to be given by this Agreement, unless otherwise set forth herein, are deemed to have been received and to be effective:

- three days after they have been mailed by certified mail, return receipt requested to the address as set forth below; or
- immediately upon hand delivery to Regina O'Brien, Clerk; or
- immediately upon receipt of confirmation that a fax or email was received.

To Clerk: Regina O'Brien
Eagle County Clerk and Recorder
P.O. Box 537
Eagle, CO 81631
Fax: 888-816-1643
Email: regina.obrien@eaglecounty.us

E. Time is of the Essence

Per 1-7-116(2) C.R.S., this Agreement must be signed and returned to Regina O'Brien, Clerk and Recorder, seventy (70) days before the Election, **Tuesday, August 27, 2024** (Appendix A).

The statutory time requirements of the Election Code and Election Rules shall apply to the completion of the tasks required by this Agreement.

In witness whereof, the Parties hereto have executed this Agreement to be effective this day:

_____
(Date)

_____
Designated Election Official Date

For _____
(Political Subdivision)

_____
Regina O'Brien Date
Eagle County Clerk and Recorder

Appendix A

CALENDAR OF EVENTS AND DEADLINES FOR NOVEMBER 5, 2024 GENERAL MAIL BALLOT ELECTION

While this calendar may not include all election dates, some key dates are identified for reference. Dates in red and underlined are key delivery dates of information from you to the Clerk's office.

Political Subdivisions planning to coordinate with the Clerk's office should be aware of the following deadlines:

- **Friday, July 26, 2024** – 100 days prior - Last day for a political subdivision to notify the county clerk in writing that it has taken formal action to participate in the 2024 General Election. (100 days before the General Election). 1-7-116(5), 1-1-106(5) C.R.S.
- **July 22 – 26, 2024 –** IGAs will be mailed to participating entities. IGA will include address ranges that must be verified and certified before or on the date the IGA is due. Political Subdivisions with property owner ballots should also review Appendix D in the IGA and contact the Eagle County Assessor's office to secure the particular property owner list.
- **Tuesday, August 27, 2024, by 3:00 p.m. MST** – 70 days prior - Political Subdivisions participating in the election must return signed IGAs to the Clerk. Political Subdivisions must verify and certify that all address ranges situated in the Political Subdivision (Appendix B) are accurate and complete, note any changes or inaccuracies, and certify to the Clerk (Appendix C). The deadline is 3:00 p.m. **Address changes will not be made after this date**. **Please submit sooner if possible.** 1-7-116(2) C.R.S.
- **Friday, September 6, 2024, by 3:00 p.m. MST** – Last day for the DEO from each Political Subdivision to certify the ballot order and content in **English and Spanish** and provide audio recordings of candidate names to the Clerk. The deadline is 3:00 p.m. **Please submit sooner if possible**. 1-5-203(3)(a) C.R.S.
- **Monday, September 9, 2024** – Last day for Political Subdivisions with property owner ballots to certify the revised Assessor's property owner list to the Clerk. **Please submit sooner if possible.**
- **Week of September 16, 2024** – Equipment and Logic and Accuracy Testing
- **Monday, September 16, 2024** – Deadline for Political Subdivisions with property owner ballots to certify the military and overseas (UOCAVA) voter list to the Clerk.
- **Friday, September 20, 2024, by noon MST** – Last day for voters to file pro/con comments pertaining to local ballot issues with the political subdivision DEO (not the Clerk & Recorder) in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election). Art. X, Sect. 20(3)(b)(v) 1-7-901(4) C.R.S.
- **Saturday, September 21, 2024** – 45 days prior – Deadline to send mail ballots to military and overseas voters (UOCAVA voters). 1-8.3-110(1) C.R.S., Rule 16
- **Monday, September 23, 2024, by 3:00 p.m. MST** – 43 days prior - Political Subdivisions shall deliver the full text of any required TABOR Notice information, fiscal information, and pro/con statement summaries in **English and Spanish** to the Clerk to be included in the TABOR Notice mailing. 1-7-904 C.R.S.
- **Friday, October 4, 2024** – 30 days prior – Last day for the Clerk to mail out TABOR Notice(s). Colorado Constitution Article X, Section 20(3)(b) and 1-1-106(5) C.R.S.

Appendix A continued on next page

Appendix A – Continued

CALENDAR OF EVENTS AND DEADLINES FOR
NOVEMBER 5, 2024 GENERAL MAIL BALLOT ELECTION

- **Friday, October 11, 2024** – 25 days prior - Last date for Political Subdivision to cancel the election or withdraw ballot issue or question. 1-5-208(2) C.R.S
- **Friday, October 11, 2024** – Ballots may begin to be mailed, except for UOCAVA voters. 24-hour ballot drop boxes open in Avon, Edwards, Eagle, Gypsum, El Jebel, Basalt, and Vail. 1-7.5-107(3)(a)(I) C.R.S., Rule 7.2.3
- **Wednesday, October 16, 2024 – *Property Owner Ballot Entities Only* -** Secure the supplemental Political Subdivision Property Owner list from the Eagle County Assessor's Office.
- **Friday, October 18, 2024, by 10 a.m. MST - *Property Owner Ballot Entities Only* -** Certify the revised supplemental Assessor's list that excludes non-human entities and UOCAVA voters in Excel format to the County Clerk. Please submit sooner if possible.
- **Monday, October 21, 2024** – Avon, Eagle, and El Jebel vote centers open. 1-5-102.9(2) C.R.S., Rule 7.8.1
- **Monday, October 28, 2024** – 8 days prior **-** Last day to register to vote to receive a mail ballot. After this date, voters may pick up ballots in person at any vote center. 1-2-201(3)(b)(III) C.R.S.
- **Tuesday, November 5, 2024 –** Election Day - Polls open 7:00 a.m. – 7:00 p.m. All ballots must be in the hands of the Clerk by 7 p.m. Mountain Standard Time on Election Day to be counted.
- **Wednesday, November 27, 2024** – Deadline to certify election results. Official results will be forwarded to Political Subdivisions. 1-10-102(1), 1-10-103(1) C.R.S.
- **Monday, February 3, 2025** – Last day for the Clerk to mail invoices to Political Subdivisions for their share of the election as well as any recount costs.
- **Friday, February 28, 2025** – Last day for Political Subdivisions to submit payment for election and recount costs to the Clerk's office.

Appendix B
STREET LOCATOR REPORT FOR
NOVEMBER 5, 2024 GENERAL MAIL BALLOT ELECTION

Appendix C

STATEMENT OF CERTIFICATION – STREET LOCATOR REPORT FOR NOVEMBER 5, 2024 GENERAL MAIL BALLOT ELECTION

I, Jay Brunvand, as Designated Election Official for the Town of Minturn, (hereinafter "Political Subdivision") do hereby certify that the Street Locator Report provided to the Political Subdivision has been reviewed, any inaccuracies have been noted and corrections made, and to the best of my knowledge, I believe it is a true and complete list of the addresses located within the Political Subdivision.

Designated Election Official Signature Date

for Town of Minturn
(Name of Political Subdivision)

Appendix D

PROPERTY OWNER BALLOTS – TITLE 32

This appendix defines responsibilities when conducting an election for a Political Subdivision (governed under Title 32) in which property owners and their spouse or civil union partners who are not Eagle County residents but are registered electors in the State of Colorado may be eligible to vote. Property owner self-affirming oaths must be signed and returned to the County Clerk's Office before ballots are sent to eligible property owners.

Overview - Property Owner Ballots

Property owner ballots are special ballots that contain only those ballot contests certified by Political Subdivisions in which owners (and their spouses or civil union partners) of real and personal property are eligible to vote as long as they reside outside of the Political Subdivision but are registered to vote in Colorado (32-1-103(5) C.R.S.).

If a person resides in and is registered to vote in the Political Subdivision, and also owns additional property in the Political Subdivision, the Clerk will issue the voter a regular Eagle County ballot style that contains all of the contests in which they are eligible to vote in a given election, including the ballot content referred by the Political Subdivision.

If a person resides outside of the Political Subdivision, owns property within the Political Subdivision, and is registered to vote in the State of Colorado, the county will issue a property owner ballot containing only the contests referred by the Political Subdivision. This ballot will be sent only after the self-affirming oath has been returned by the voter to the Clerk and after the Clerk has verified the voter's eligibility in the statewide voter registration system. If the property owner does not specify a ballot mailing address on the self-affirming oath, the property owner ballot will be sent to the mailing or ballot mailing address on record in the statewide voter registration system.

Property owners who are registered voters outside of the State of Colorado are not eligible to vote a property owner ballot.

Responsibilities of the Coordinating Political Subdivision

Street Locator Report

1. Review the Street Locator Report provided by the Clerk's office (Appendix B).
2. Verify and certify all addresses listed in the address library report are within the Political Subdivision and are accurate and complete (with no omissions). All changes or inaccuracies must be identified by the Political Subdivision, the list certified by the Political Subdivision (Appendix C), and returned to the Clerk no later than **3:00 p.m. Mountain Standard Time** on **Tuesday, August 27, 2024**, seventy (70) days before the election. Please submit sooner if possible. The Political Subdivision is responsible for the accuracy of this report.

Property Owner and Overseas and Military Voter Lists

1. Secure the Colorado Statewide Overseas and Military Voter (UOCAVA) list from the Clerk.
2. Secure the Political Subdivision Property Owner list from the Eagle County Assessor's Office.
3. Remove all non-human property owners (e.g. trusts, LLCs, Corporations, etc.) from the Assessor's list.
4. Cross-reference the state-wide Overseas and Military voter (UOCAVA) list with the property owner list to determine if there are any Political Subdivision property owners on the UOCAVA list; identify all UOCAVA property owners.
5. Certify the revised Assessor's list that excludes non-human entities and UOCAVA voters in Excel format to the County Clerk by **Monday, September 9, 2024**. Please submit sooner if possible. Political Subdivision is responsible for the accuracy of this list.
6. Certify the list of any UOCAVA property owners to the Clerk by **Monday, September 16, 2024**, to ensure timely delivery of Property Owner oath for voters to return in time for statutory delivery of UOCAVA property owner ballots (**NOTE**: UOCAVA ballots must be sent by **Saturday, September 21, 2024** (1-8.3-110(1) C.R.S.)).
7. Secure the supplemental Political Subdivision Property Owner list from the Eagle County Assessor's Office no later than **Wednesday, October 16, 2024** (20 days before the election). This supplemental list shall contain the names and addresses of all recorded owners who became owners no later than **Monday, October 14, 2024** (22 days prior to the election).
8. Certify the revised supplemental Assessor's list that includes new property owners and new UOCAVA property owners (i.e. the list should exclude non-human entities and previously identified UOCAVA voters) in Excel format to the County Clerk by **Friday, October 18, 2024 by 10 a.m. MST**. Please submit

sooner if possible. Political Subdivision is responsible for the accuracy of this list.

Responsibilities of the County Clerk and Recorder

1. After receiving the certified property owner list from the Political Subdivision, as well as the supplemental list, prepare and send the property owner TABOR Notice to the property owner households listed on the certified property owner list(s). (Article X, Sec.20(3)(b)). This Notice may be combined with other TABOR notices or mailed separately at the discretion of the Clerk.
2. A self-affirming oath will be sent to each household that must be returned by each eligible elector (1-13.5-202, C.R.S. and 32-1-103(5), C.R.S.).
3. Upon return to the Clerk of the signed self-affirming oath, determine if the individual is a registered voter in the State of Colorado but is not already registered to vote at an address within the Political Subdivision.
4. Prepare and send property owner ballots to all eligible electors entitled to vote by virtue of a self-affirmation (32-1-806, C.R.S.).
5. Record each property owner ballot returned and signature verified.
6. Process ballots at central count.
7. Tabulate and certify results.

Karp Neu Hanlon PC
ATTORNEYS AT LAW
www.mountainlawfirm.com

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

Aspen
0133 Prospector Rd.
Suite 4102J
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: August 6, 2024

TO: Minturn Town Council

FROM: Karp Neu Hanlon, P.C.

RE: Battle Mountain Fourth Amendment of Settlement Agreement

Unfortunately, we are going to need a Fourth Amendment to the Settlement Agreement. Once of the closing document is a declaration of restrictive covenants. This document was provided to me only a day or two before I left on vacation for 2 weeks. Upon reviewing this document in advance of the August 7 Council meeting it will need many modifications.

At the time that the Battle Mountain development agreement was approved by the Town Council, I made the following statement in the public meeting:

"The developer is requesting that this be a use by right but subject to a covenant whereby the Town could include certain mitigation requirements. The covenant has not been drafted yet and will be subject to review and approval by the Town Council."

This means that the restrictive covenant will need to be on the agenda for August 21. Because the outside date in the settlement is currently August 22, I believe it is prudent to give the parties an additional week to implement the Closing. To that end, I have extended the outside date to August 30.

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 45 - SERIES 2024

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A THIRD AMENDMENT TO A SETTLEMENT AGREEMENT BETWEEN THE BATTLE MOUNTAIN ENTITIES AND THE TOWN OF MINTURN EXTENDING THE APPROVALS PERIOD AND SETTLEMENT AGREEMENT TERM.

WHEREAS, on March 4, 2022, the Town of Minturn ("Town") commenced litigation against the Battle Mountain Entities in a case known as *Town of Minturn v. Battle One Developer, LLLP et al.*, Eagle County District Court Case No. 2022CV30050 (the "Litigation"). In the Litigation, the Town alleges that Battle Mountain Entities have breached various agreements, and the Battle Mountain Entities have asserted counterclaims against the Town.

WHEREAS, pursuant to Resolution 25 – Series 2023, on September 6, 2023, the Minturn Town Council ("Town Council") approved and authorized execution of that certain Settlement Agreement having an effective date of September 6, 2023 (the "Original Settlement Agreement") by and among the Town and Battle Mountain Entities for the purposes of, among other things, providing a potential path to resolve the Litigation and providing a path forward for the Battle Mountain Entities to undertake a reduced amount of development on their property.

WHEREAS, pursuant to Resolution 11 – Series 2024, on March 6, 2024, Town Council approved and authorized execution of that certain First Amendment to Settlement Agreement having an effective date of March 6, 2024 and pursuant to Resolution 30 – Series 2024, on June 19, 2024, Town Council approved and authorized execution of that certain Second Amendment to Settlement Agreement having an effective date of June 19, 2024 and pursuant to Resolution 40 – Series 2024, on July 17, 2024, Town Council approved and authorized execution of that certain Third Amendment to Settlement Agreement having an effective date of August 22, 2024 and together with the Original Settlement Agreement and Amendments One thru Four, the "**Settlement Agreement**") by and among the Town and Battle Mountain Entities for the purposes of extending the Approvals Period and the outside expiration date of the Settlement Agreement term.

WHEREAS, the Settlement Agreement's Approvals Period expires on August 22, 2024 and the outside expiration date for the term set forth in Section 9 of the Settlement Agreement is August 30, 2024.

WHEREAS, the Town and Battle Mountain Entities seek to extend the Settlement Agreement's Approvals Period and term to provide additional time to implement the Settlement.

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

1. The Town Council approves the Third Amendment to Settlement Agreement attached as Exhibit A and authorizes the Mayor or his designee to sign on behalf of the Town any and all documents required to reasonably ensure completion.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 7th day of August, 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

Exhibit A

Third Amendment to Settlement Agreement

[to be inserted]

FOURTH AMENDMENT TO SETTLEMENT AGREEMENT

This FOURTH AMENDMENT TO SETTLEMENT AGREEMENT (this "**Fourth Amendment**") is made and entered into as of August 7, 2024 ("**Fourth Amendment Effective Date**") by and among the following (individually, a "**Party**" and, collectively, the "**Parties**"): Battle One Developer, LLLP, a Georgia limited liability limited partnership, Battle Two Developer, LLLP, a Georgia limited liability limited partnership, Battle North, LLC, a Georgia limited liability company, Battle South, LLC, a Georgia limited liability company, and Battle One A Developer, LLC, a Georgia limited liability company (collectively, together with their respective successors and assigns, "**Battle**"); and the Town Council for the Town of Minturn, Colorado ("**Town Council**"), the Town of Minturn Water and Sanitation Activities Enterprise, an enterprise fund established pursuant to C.R.S. §37-45.1-101 *et seq*. (the "**Enterprise**"), and the Town of Minturn, Colorado, a home rule municipal corporation (collectively with Town Council and the Enterprise, the "**Town**").

RECITALS

This Fourth Amendment is made with respect to the following facts:

A. Pursuant to Resolution 25 – Series 2023, on September 6, 2023, Town Council approved and authorized execution of that certain Settlement Agreement having an effective date of September 6, 2023 (the "**Original Settlement Agreement**") by and among the Parties.

B. Pursuant to Resolution 11 – Series 2024, on March 6, 2024, Town Council approved and authorized execution of that certain First Amendment to Settlement Agreement having an effective date of March 6, 2024. Pursuant to Resolution 30 – Series 2024, on June 19, 2024, Town Council approved and authorized execution of that certain Second Amendment to Settlement Agreement having an effective date of June 19, 2024 (the "**Second Amendment**,"). On July 17, 2024, Town Council approved and authorized execution of that certain Third Amendment to Settlement Agreement having an effective date of July 17, 2024 (the "**Third Amendment**," and together with the Original Settlement Agreement, First Amendment, and Second Amendment the "**Settlement Agreement**") by and among the Parties. Capitalized terms used in this Fourth Amendment have the meanings assigned to such terms in the Settlement Agreement.

C. The Parties further modified the Settlement Agreement pursuant to that Letter Agreement dated May 8, 2024, which clarifies that the Trestle Area will not be a Restricted Parcel and will not be a separate parcel created by the Exemption Plat.

D. The Settlement Agreement contemplates, among other things, the Parties undertaking in good faith to coordinate and process certain Approvals during the Approvals Period and to implement the Settlement prior to the expiration of the term set forth in Section 9 of the Settlement Agreement.

E. The Approvals Period currently expires on August 12, 2024 and the outside expiration date for the term set forth in Section 9 of the Settlement Agreement is August 22, 2024.

F. Following the Effective Date, Battle and the Town have worked diligently to prepare and process applications for and drafts of the Approvals and create documents that the parties must agree upon in order to implement the Settlement. However, the Parties will be unable to obtain Town Council's final action on the Approvals or have all documents drafted and agreed upon prior to the expiration of the Approvals Period.

G. The Parties desire to amend the Settlement Agreement to extend the Approvals Period as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals (which are incorporated in this Fourth Amendment), the terms, conditions and covenants set forth in this Fourth Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Approvals Period**. Section 2 of the Settlement Agreement is amended to extend the Approvals Period through and including August 21, 2024.

2. **Term**. Section 9 of the Settlement Agreement for the outside expiration date of the Settlement Agreement term set forth in clause (b) shall be extended through and including August 30, 2024.

3. **Effect of Amendment**. Except as expressly modified by this Fourth Amendment, the Settlement Agreement is unmodified, is hereby ratified and affirmed, and will remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of this Fourth Amendment and the terms of the Settlement Agreement, the provisions of this Fourth Amendment will govern and control.

4. **Governing Law**. This Fourth Amendment will be governed by and construed in accordance with the laws of the State of Colorado.

5. **Facsimile/Scanned Signatures/Counterparts**. Signatures may be evidenced electronically, by facsimile or a scan. A facsimile transmitted or scanned copy of this Fourth Amendment (including a PDF) executed by a Party will be accepted as an original signature for all purposes. This Fourth Amendment may be executed in several counterparts, each of which will be construed together as one original.

[Signature Pages Follow This Page]

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the Fourth Amendment Effective Date.

TOWN OF MINTURN,
a Colorado home rule municipal corporation

By: _____
Name: _____
Title: Mayor

TOWN COUNCIL FOR THE TOWN OF MINTURN,
the legislative body of the Town of Minturn

By: _____
Name: _____
Title: Mayor

MINTURN WATER AND SANITATION ACTIVITIES ENTERPRISE,
an enterprise fund established pursuant to C.R.S. §37-45.1-101 *et seq*.

By: _____
Name: _____
Title: Mayor

Battle One Developer, LLLP,
a Georgia limited liability limited partnership

By: Bassel Battle Investment, Corp.,
a Colorado corporation,
its General Partner

By: _____
Name: Lorne Bassel
Title: President

Battle Two Developer, LLLP,
a Georgia limited liability limited partnership

By: Bassel Battle Investment, Corp.,
a Colorado corporation,
its General Partner

By: _____
Name: Lorne Bassel
Title: President

Battle North, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Battle South, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Battle One A Developer, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Town of Minturn
301 Boulder St #309
Minturn, CO 81645
970-827-5645
info@minturn.org
www.minturn.org

Background

The Town is in the final stages of implementing a Settlement Agreement with the owners of the Battle Mountain property ("Battle Mountain"). The settlement would resolve litigation filed by the Town for breach of various agreements stemming from the annexation and proposed development of the Battle Mountain property. The Settlement Agreement is attached as Exhibit 1. Town staff and its legal team want to provide Council with a description of the implementation of the Settlement Agreement and the due diligence undertaken by the Town with respect to property to be conveyed to the Town.

The structure of the Settlement Agreement allows Battle Mountain to apply for various Town land use approvals and, if those approvals are granted, Battle Mountain will convey certain land to the Town. Over the last 10 months, the Council has held public meeting to consider the various land use approvals identified in the Settlement Agreement and granted associated approvals. These approval documents are being held by the Town Clerk in a sort of escrow pending completion of the due diligence period provided for in the Settlement Agreement (and extended through subsequent amendments). These approvals include:

A. Adoption of various amendments to the Town Code that provide:
    a. New residential and limited commercial zoning for the Battle Mountain property; residential development of the Battle Mountain property is capped at 250 units.
    b. An exception that allows the Battle Mountain property to be served with potable water by a non-Minturn water supplier (Eagle River Water and Sanitation District).
    c. A subdivision exemption process for land areas larger than 5 acres. Parcels created by the subdivision exemption process have no development right without going through a future Town subdivision or design review application process.
B. Formation of up to 4 metropolitan districts which will finance infrastructure development, provide services for Battle Mountain property (e.g. private road maintenance and operation), and undertake ownership and coordination of environmental compliance for lands located within the superfund site.
C. Adoption of a Development Agreement that grants Battle Mountain vested rights for a period of 30 years and guides the process for future land uses to occur.
D. Disconnection from Minturn of the Rex Flats and Gilman areas.
E. Exemption plat creating parcels within the Battle Mountain property (Exhibit 2). The exemption plat is in the process of being reviewed and approved subject to conditions recommended by staff in an administrative process.
F. Dissolution of the General Improvement District that was created in 2008.

Upon "Closing" of the Settlement Agreement, the various approval documents will be recorded in the public records. This will result in the previous land use approvals as associated agreements (primarily adopted in 2008) being vacated and no longer binding on the parties. Also, as part of the Closing, the Town will receive deeds and covenants for the following parcels depicted on Exhibit 3.

1. A deed conveying the Highlands parcels (Parcels 1 and 2) consisting of approximately 55 acres. A separate access easement granting two routes over the Old Tailing Pile parcel (Parcel 3) will also be conveyed to the Town.
2. A deed conveying the Reservoir South parcel (Parcel 5) which is adjacent to the Bolts Lake Reservoir site and contains approximately 13 acres.
3. A deed conveying two small parcels between the Eagle River and Highway 24 (Parcels 6 and 8) containing approximately 3 acres.
4. A deed conveying a two-acre parcel next to the Minturn Fitness Center (Parcel 11) which can be used for public purposes such as recreation and arts facilities and up to three employee housing units.
5. A covenant granting the Town the right to purchase the Old Tailings Pile parcel (Parcel 3) after construction of Bolts Lake Reservoir and remediation of the property. The parcel is approximately 65 acres in size. The right to purchase is for $1.
6. A covenant granting the Town the right to purchase the Processing (Parcel 4) after construction of Bolts Lake Reservoir and restoration of the property. The parcel is approximately 7 acres in size. The right to purchase is for $1.
7. A covenant granting the Town the right to purchase the Maloit wetlands parcel (Parcel 3) after remediation and delisting from the superfund site. The parcel is approximately 17 acres in size. The right to purchase is for $1.
8. An easement across the Consolidated Tailings Pile parcel for recreation purposes.

Battle Mountain and the Town are currently working on the form of the conveyance documents.

Environmental Due Diligence

Some of the parcels that lie within the Superfund Site are subject to environmental covenants with the Colorado Department of Public Health and Environment. A memorandum from Battle Mountain discussing the covenants is attached as Exhibit 4. After remediation of parcels that will be eventually conveyed to the Town (e.g. Old Tailings Pile), these environmental covenants may be modified to allow for new uses of the property.

Additional environmental assessment to be included prior to August 7, 2024. Link here for the Phase I Environmental Site Assessment (ESA).

Valuation Due Diligence

The Town commissioned an appraisal of the parcels that it will receive in fee or in which it will obtain easement rights. Jonathan Lengel is a licensed appraiser who specializes in complex valuations in and around Eagle County. A copy of his appraisal report is attached as Exhibit 5. A summary of the appraisal valuation is below. It is important to note two variables. First, the appraisal makes assumptions about the future uses of the parcels. The Code amendments zoned the parcels that the Town will receive in fee as “holding zone.” This means that before any land use can occur on these parcels, there will be a public process to determine how the land should be used. As such, the value associated with each parcel could change depending on the future zoning designation. Second, the valuations are in current dollars and contemplate a current conveyance to the Town. Some parcels with meaningful valuation will not be transferred to the Town until the Bolts Lake Reservoir is completed and environmental remediation undertaken. As such, the future value that the Town will obtain could be discounted to account for time.

Market Values

PARCEL NAME	PARCEL ID	ZONING	CONCEPTUAL USAGE	DATE OF VALUE	MARKET VALUE
Highlands 1	Parcel A	Holding District	Low Density Residential	January 15, 2024	$6,700,000
Highlands 2	Parcel B	Holding District	Low Density Residential	January 15, 2024	$9,800,000
Old Tailings Pile	Parcel C	Holding District	High Density Residential	September 1, 2028	$26,000,000
Recreation Center	Parcel D	Holding District	Public arts/recreation Restricted Residential	January 15, 2024	$796,000
Reservoir South	Parcel E	Holding District	Reservoir access for public	January 15, 2024	$25,000
Highway Tract B	Parcel F	Holding District	Recreation	January 15, 2024	$30,000
Highway Tract D	Parcel G	Holding District	Recreation	January 15, 2024	$8,000
Consolidated Tailings Pile	Parcel H	Bolts OS/Rec. Dist.	Recreation/public utility	January 15, 2024	$525,000
Soil Processing	Parcel I	Bolts OS/Rec. Dist.	Recreation/reservoir access for public	September 1, 2028	$3,700,000
Maloit Wetlands	Parcel J	Bolts OS/Rec. Dist.	Recreation	January 15, 2024	$30,000

The combined value of the parcels and property interests that the Town will eventually acquire is around $47,600,000. This is a substantial value to the Town. The Settlement Agreement provides that the land obtained in the settlement also compensates the water enterprise fund. To that end, proceeds from the sale of a portion of the property can be used to assist with costs associated with a water treatment plant.

Legal Due Diligence

The Town will obtain title insurance for the parcels conveyed to it. The Town attorney has undertaken a review of the title commitment and is working with the title company to have any inapplicable exceptions removed. The Town is paying the costs of the title insurance policy. There are no water rights conveyed as part of this transaction.

Matters Required for Closing

Closing is scheduled to occur on or before August 22. As noted, the Town is working on the form of various conveyance deeds and covenants to implement the Settlement Agreement's terms. The form of the exemption plat is still undergoing some work and final approval is handled administratively. Additionally, at Closing documentation will be executed that terminates the pending litigation "with prejudice" meaning that the claims cannot be re-filed.

Exhibit 1

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 25 – SERIES 2023

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A SETTLEMENT AGREEMENT BETWEEN THE BATTLE MOUNTAIN ENTITIES AND THE TOWN OF MINTURN CREATING A DUE DILIGENCE PERIOD AND A POTENTIAL PATH TO RESOLVE PENDING LITIGATION.

WHEREAS, in 2008, the Town approved annexation of the Battle Mountain Property for the development of a ski and golf resort-oriented project.

WHEREAS, in connection with the Annexation, Minturn and the Battle Mountain Entities entered into a number of agreements on February 27, 2008, including the Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement and a Water Service Agreement.

WHEREAS, on February 15, 2012, the Town Council approved Resolution No. 5-2012, and the Parties entered into an Agreement Regarding Escrows and Funding.

WHEREAS, on March 4, 2022, the Town commenced litigation against the Battle Mountain Entities in a case known as *Town of Minturn v. Battle One Developer, LLLP et al*., Eagle County District Court Case No. 2022CV30050. In the Litigation, the Town alleges that Battle Mountain Entities have breached various agreements, and the Battle Mountain Entities have asserted counterclaims against the Town.

WHEREAS, following settlement discussions, Minturn and the Battle Mountain Entities reached an agreement aimed at resolving the Litigation, as more particularly described in and contingent on implementation of the matters and transactions described in the Settlement Agreement.

WHEREAS, the Settlement Agreement provides the Town with the opportunity to acquire land from Battle Mountain in exchange for releasing prior promises and agreements.

WHEREAS, the Settlement Agreement provides the Battle Mountain Entities with the opportunity to obtain land use approvals for up to 250 residential units and other development as more particularly described in the Settlement Agreement.

WHEREAS, the Settlement Agreement provides the parties with a six month period in which to conduct due diligence and for the Battle Mountain Entities to seek land use approvals in accordance with the Agreement.

WHEREAS, during the due diligence period either party may withdraw from the Settlement Agreement and return to litigating the case.

WHEREAS, the Settlement Agreement provides a potential path to resolve the Litigation and provide a path forward for the Battle Mountain Entities to undertake a reduced amount of development on their property.

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

1. The Minturn Town Council approves the Settlement Agreement attached as **Exhibit A** and authorizes the Mayor or his designee to sign on behalf of the Town of Minturn any and all documents required to reasonably ensure completion.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 6th day of September, 2023.

TOWN OF MINTURN

By:_____
Earle Bidez, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk



SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (this "**Agreement**") is made and entered into as of this 6th day of September, 2023 ("**Effective Date**") by and among the following (individually, a "**Party**: and, collectively, the "**Parties**"): Battle One Developer, LLLP, a Georgia limited liability limited partnership, Battle Two Developer, LLLP, a Georgia limited liability limited partnership, Battle North, LLC, a Georgia limited liability company, Battle South, LLC, a Georgia limited liability company, and Battle One A Developer, LLC, a Georgia limited liability company (collectively, together with their respective successors and assigns, "**Battle**"); and the Town Council for the Town of Minturn, Colorado ("**Town Council**"), the Town of Minturn Water and Sanitation Activities Enterprise, an enterprise fund established pursuant to C.R.S. §37-45.1-101 *et seq*. (the "**Enterprise**"), and the Town of Minturn, Colorado, a home rule municipal corporation (collectively with Town Council and the Enterprise, the "**Town**").

RECITALS

This Agreement is made with respect to the following facts:

A. In 2004, certain predecessors of the Battle entities purchased approximately 4,340 acres of property in Eagle County, generally to the south of the then-existing boundaries of the Town ("**Original Property**").

B. On March 15, 2006, the Parties entered into a Wastewater Service Agreement ("**Wastewater Agreement**").

C. In 2008, the Town approved annexation of the Original Property ("**Annexation**") for the development of a ski and golf resort-oriented project ("**Resort Project**").

D. In connection with the Annexation, the Parties entered into a number of agreements on February 27, 2008, including the Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement ("**Annexation Agreement**"), and a Water Service Agreement ("**Water Service Agreement"**).

E. Together with related matters as approved by Town Council pursuant to Resolution No. 18-2008, the Town approved that certain Planned Unit Development Preliminary Plan and Battle Mountain PUD Guide ("**PUD Preliminary Plan**") which established the uses, density and intensity of use, and other development parameters for the five character areas comprising the following three general areas of Original Property:

(1) the Willow Creek Character Area, the Rock Creek Character Area and the Holy Cross Character Area, collectively, comprising approximately 3,700 acres located east of Highway 24 ("**Mountaintop Property**");

(2) the Gilman Character Area, comprising approximately 100 acres located west of Highway 24 in the southerly portion of the Original Property ("**Gilman Property**"); and

(3) as depicted in the Bolts Lake Concept Plan attached at **Exhibit A** ("**Concept Plan**"), the Bolts Lake Character Area, comprising approximately 540 acres located in the northerly portion of the Original Property surrounding the historic Bolts Lake location, principally west of Highway 24 ("**Bolts Lake Property**").

F. In April 2008, the Parties entered into three escrow agreements (collectively, "**Escrow Agreements**"), pursuant to which Battle deposited a total of $11.6 million into escrow based on specific provisions in the Annexation Agreement and/or the Water Service Agreement.

G. On February 15, 2012, the Town Council approved Resolution No. 5-2012, and the Parties entered into an Agreement Regarding Escrows and Funding ("**Funding Agreement**").

H. In 2017, Town Council approved Ordinance No. 2-2017 approving the Development Agreement Implementing the Mountain Concept Alternative within the Mountaintop Area of the Battle Mountain Property ("**Mountaintop Development Agreement**"), which applied to the Mountaintop Property.

I. In 2020, Battle One Developer, LLLP sold the Mountaintop Property to a third party.

J. Pursuant to that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among Eagle River Water and Sanitation District, Upper Eagle Regional Water Authority (collectively, "**ERWSD**") and Battle North, LLC (together with its successors and assigns, "**Battle North**"), dated as of February 9, 2021 ("**Reservoir Agreement**"), Battle North, conveyed to ERWSD fee title to certain parcels within the Bolts Lake Property and granted ERWSD certain temporary construction and perpetual easements ("**ERWSD Easements**") within the Bolts Lake Property relating to the Reservoir Project (as defined in the Reservoir Agreement).

K. Battle North owns the Bolts Lake Property excluding the parcels previously conveyed to ERWSD pursuant to the Reservoir Agreement ("**Battle North Property**"), and portions of Battle North Property are subject to the ERWSD Easements.

L. Battle South, LLC (together with its successors and assigns, "**Battle South**") owns the Gilman Property.

M. Except for Battle North and Battle South, no entity comprising Battle owns any real property comprising any portion of the Original Property.

N. On March 4, 2022, the Town commenced litigation against Battle in a case known as *Town of Minturn v. Battle One Developer, LLLP et al*., Eagle County District Court Case No. 2022CV30050 ("**Litigation**"). In the Litigation, the Town alleges that Battle has breached the Annexation Agreement, the Water Service Agreement and the Funding Agreement, and Battle has asserted counterclaims against the Town.

O. Following settlement discussions, the Parties reached an agreement aimed at resolving the Litigation, which will, as more particularly described in and contingent on implementation of the matters and transactions described in this Agreement, *inter alia*:

(1) terminate and replace the Wastewater Agreement, the Annexation Agreement, the Water Service Agreement, the Escrow Agreements, and the Funding Agreement (collectively, and together with the Town resolutions and/or ordinances approving such instruments, "**Prior Agreements**") and the PUD Preliminary Plan as to the Bolts Lake Property;

(2) cause disconnection of the Gilman Property from the Town to be legally effected;

(3) together with zoning consistent with such purposes, provide for conveyance to the Town of fee title to the Town Parcels (defined in Section 2(a)(i)) and imposition of Restrictions (defined in Section 2(a)(ii)) on the Restricted Parcels (defined in Section 2(a)(ii)) that are for the benefit of and enforceable by the Town;

(4) provide a public process in accordance with the Minturn Municipal Code (as amended, including pursuant to Section 2, the "**Code**") for zoning and related land use entitlements to enable development of the Battle Retained Parcels (defined in Section 2(a)(iii)); and

(5) as contemplated pursuant to Section 8, entry of an order dismissing the Litigation with prejudice and effecting the Parties' full and complete mutual waiver of all claims ("**Settlement**").

P. If the Settlement is successfully implemented through a public process, the permissible level of development on the Battle North Property will be substantially reduced from what was contemplated in connection with the Resort Project and the PUD Preliminary Plan, the Gilman Property will be disconnected from the Town, and approximately 250 acres of land comprising the Town Parcels and the Restricted Parcels will be conveyed to the Town or subjected to Restrictions that are for the benefit of and enforceable by the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals (which are incorporated in this Agreement), the terms, conditions and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Deposit of Funds; Stay of Litigation**. Within five business days of the Effective Date, Battle will deposit Fifty Thousand Dollars ($50,000) with the Town to be used to defray the Town's costs to conduct Diligence Activities (defined in Section 5). Concurrently therewith, the Parties will file a Joint Motion in the Litigation, advising the Court of this Agreement, and requesting an extension of the stay that is currently in place to and including November 30, 2023.

2. **Code Amendments**. During the period commencing on the Effective Date and continuing through and including six months after the Effective Date (as may be extended in writing by the Parties, "**Approvals Period**"), the Parties will in good faith undertake to coordinate and process Town-initiated amendments (collectively, "**Code Amendments**") to the Code through a public process in accordance with the applicable Code provisions. Within thirty (30) days of the Effective

Date, Battle will endeavor to provide Town staff with initial draft ordinances to effect the Code Amendments. Town staff will work diligently to provide timely written comments on the initial draft ordinances, and subsequent drafts, with the goal of having final ordinances acceptable to Battle and Town staff for Town Council's first reading on or before January 31, 2024 and second reading on or before February 28, 2024. The Code Amendments will:

(a) Subdivision. In furtherance of the Town's intent to create a generally applicable process ("**Exemption Plat Process**") for administrative review and approval of subdivision exemption plats ("**Exemption Plat(s)**"), amend Chapters 16, 17 and other appropriate provisions of the Code. The Exemption Plat Process will, as pertinent to this Agreement, enable the Parties to process and take final action on an application for an Exemption Plat that will, upon Town approval and recording in the real property records of the Eagle County Clerk and Recorder ("**Record(ed)(ing)**"), create within the Battle North Property various legally conveyable parcels. The Exemption Plat will create the following categories of parcels within the Battle North Property:

(i) Town Parcels. Parcels which Battle North will convey to the Town ("**Town Parcels**"), subject to certain Reserved Easements (defined in Section 7(a)) for Battle North's benefit. The Town Parcels intended to be created are, as conceptually depicted and labeled in the Concept Plan: (A) the Highlands Area; (B) the Reservoir South Area (excluding the Processing Area); (C) the Rec Center Parcels; and (D) the Highway 24 Parcels.

(ii) Restricted Parcels. Parcels which Battle North will own but, subject to certain Reserved Uses (defined in Section 7(b)(i)) for Battle North's benefit, will be encumbered by Recording certain instruments ("**Restricted Parcel(s)**") imposing one or more of the following (collectively, and as applicable, "**Restriction(s)**"): (A) a Perpetual Easement (defined in Section 7(b)(i)) granting to the Town the right to undertake a specific scope of uses, on terms the Parties mutually determine appropriate; (B) a Restrictive Covenant (defined in Section 7(b)(ii)) that limits the uses that may be undertaken within such Restricted Parcel, on terms the Parties mutually determine appropriate; and/or (C) with respect to any or all Restricted Parcels requested by the Town at its election, a Purchase Option (defined in Section 7(b)(iii)) granting to the Town an option to purchase such Restricted Parcel(s). The Restrictions will run with title to the Restricted Parcels and will be enforceable by and for the benefit of the Town. Unless Battle North and the Town otherwise mutually agree in writing prior to the Closing Date, the Restricted Parcels intended to be created are, as conceptually depicted and labeled in the Concept Plan: (v) the OTP Area; (w) the Processing Area (being a portion of the Reservoir South Area); (x) the CTP Area (y) the Trestle Area; and (z) the Maloit Wetlands Area.

a. *Plat Note Restricting Conveyance.* Restricted Parcels may be platted as legally conveyable (but not developable) parcels separate from the Battle Retained Parcels; provided, however, the applicable Exemption Plat must contain a note to the effect that such separately platted Restricted Parcels may be conveyed only:

(1) to a metropolitan district formed pursuant to Section 3(d); or

(2) to the Town pursuant to the Town's exercise of a Purchase Option pursuant to Section 7(b)(iii); or

(3) to another special district, governmental or quasi-governmental entity, or other public or private entity; provided, however, with respect to a conveyance of the OTP Area or the Processing Area only, such entity has sufficient financial capacity, as determined by the Town in its reasonable discretion, to perform the landowner's legal obligations as Battle North's successor pursuant to the Reservoir Agreement; and

(4) if the Environmental Protection Agency ("**EPA**")/Colorado Department of Public Health and Environment ("**CDPHE**") has approved conveyance of the applicable Restricted Parcel pursuant to, and the entity acquiring a Restricted Parcel executes the consents and certifications required pursuant to Section 9 of, the Administrative Settlement Agreement and Order on Consent for Response Action and Release and Waiver of CERCLA §107(r) Lien, Docket No. CERCLA-08-2018-009.

b. *Method of Conveyance*. Subject to compliance with clause (4) of Section 2(a)(ii)a, a Restricted Parcel may be conveyed by deed after Recording of the applicable Exemption Plat, or by dedication pursuant to the applicable Exemption Plat.

(iii) Town's Right to Convert. By delivery of written notice to Battle prior to expiration of the Diligence Period (defined at Section 5), the Town will have the right to convert one or more of the Town Parcels into a Restricted Parcel and to convert one or more of the Restricted Parcels into a Town Parcel.

(iv) Battle Retained Parcels. Battle North will retain for purposes of future development or other disposition all parcels created pursuant to the Exemption Plat that are neither Town Parcels nor Restricted Parcels ("**Battle Retained Parcels**"). The Exemption Plat will contain a note expressly stating that the Battle Retained Parcels must be replatted (in such development sequence and phasing as Battle North determines desirable and in accordance with Town infrastructure requirements) to create buildable lots pursuant to a Recorded final plat prior to submittal of building permit applications for habitable improvements. Neither engineering plans for nor construction of public improvements will be required in connection with the Exemption Plat Process or Recording of the Exemption Plat, such matters being deferred to subsequent applications for preliminary and final plat that will be required to replat the Battle Retained Parcels into buildable lots prior to development.

(b) Zoning. Amend Chapters 16, 17 and other pertinent provisions of the Code, as applicable, to create zone districts specific to the Battle North Property that will establish as uses by right, subject to obtaining an approved final subdivision plat and construction of Infrastructure Improvements (defined in Section 2(b)(i)) to serve such development:

(i) Residential. A residential zone district ("**Bolts Residential District**") which provides for: (A) on lots of a minimum size of 4,000 square feet, single-family homes and accessory dwelling units; (B) on lots of a minimum size of 5,000 square feet, duplexes; (C) trails, parks and similar active and passive recreational uses customarily provided within residential communities; and (D) roads, the Water Treatment System and Water Distribution System (defined in Section 2(c)) and related water service infrastructure, sanitary sewer infrastructure, stormwater infrastructure, electric and gas utilities, renewable and alternative energy facilities, telecommunications infrastructure and similar infrastructure improvements the Town approves and/or requires pursuant to the Town's preliminary and final plat process to serve development within the Battle Retained Parcels ("**Infrastructure Improvements**"). Maximum building heights in this zone will be 28 feet. Maximum building lot coverage in this zone will be 50%. The intent of the Bolts Residential District will be to enable an eclectic mix of housing types and styles consistent with the housing types and character in other areas of the Town.

(ii) Mixed Use. A mixed use zone district ("**Bolts MU District**") which provides for: (A) all uses permitted in the Bolts Residential District; (B) multifamily dwelling units; and (C) low impact neighborhood commercial uses (limited size convenience, gas station, bakery, etc.), spa/wellness center and accessory uses thereto, hotel and accessory uses thereto, and similar recreational uses. The minimum lot size for multifamily structures will be 5,000 square feet. For other residential uses and commercial uses, the minimum lot size will be 2,500 square feet. Maximum building lot coverage for commercial and vertically integrated mixed use structures will be 80% and for duplex, single-family and accessory dwelling units will be 50%. Maximum building heights in this zone will be 35 feet for commercial, vertically mixed use and multifamily, and 28 feet for duplex, single-family and accessory dwelling units. The intent of the Bolts MU District will be to enable denser multifamily, single-family homes, and duplexes similar in character but with smaller minimum lot sizes than in the Bolts Residential District.

(iii) Bolts Open Space. An open space and recreational use zone district ("**Bolts OS/Rec District**") for land intended to remain predominately undeveloped, generally limited to trails, other passive (non-motorized) recreation uses, Infrastructure Improvements (generally excluding roadways, except as necessary to facilitate other Infrastructure Improvements and cross-easements to provide legal and physical access between such parcels and public roadways), all activities and facilities necessary to comply with requirements imposed by the EPA and CDPHE, and all activities the Reservoir Agreement and the ERWSD Easements, as applicable, contemplate occurring in connection with the Reservoir Project.

(iv) Holding Zone. A holding zone for Town Parcels intended to be held for later conveyance or further future zoning determinations ("**Holding District**"), which will allow Infrastructure Improvements (generally excluding roadways, except as necessary to facilitate other Infrastructure Improvements and cross-easements to provide legal and physical access between such parcels and public roadways), all activities and facilities necessary to comply with requirements imposed by the EPA and CDPHE, and all activities the Reservoir Agreement and the ERWSD Easements, as applicable, contemplate

occurring in connection with the Reservoir Project. No other public or governmental uses of the property will be permitted.

(c) Water System. Amend Chapter 13, Appendix C and other appropriate provisions of the Code to expressly provide that: (i) the Town/Enterprise will not provide municipal water service to the Battle Retained Parcels; (ii) as to be constructed, owned and operated in accordance with applicable provisions of the Reservoir Agreement, ERWSD will provide municipal water service to the Battle Retained Parcels for up to 700 SFE's utilizing a water treatment plant with a treatment capacity sized to serve the maximum density permitted pursuant to Sections 3(c)(ii) and (iii) to be developed within, and with a service area limited to, the Battle Retained Parcels ("**Water Treatment Plant**"), together with diversion structures, raw water input lines and related infrastructure inboard to the Water Treatment Plant (collectively with the Water Treatment Plant, the "**Water Treatment System**"); (iii) appropriate language be placed on final plats acknowledging that the Town will not provide municipal water services to the Battle Retained Parcels; and (iv) pursuant to Code Section 16-25-40(8), development and operation of the Water Treatment System will be fully exempt from all review and permitting requirements of Chapter 16, Article 25 of the Code (i.e., 1041 permitting), provided, however, the Town may require application for a 1041 permit for any expansion in the treatment capacity or land to be served by the Water Treatment System above and beyond that described in clause (ii) of this Section 2(c). As to be addressed in the Development Agreement pursuant to Section 3(c)(ix):

(i) Town Review of Water Treatment Plant; Water Treatment System. The Town will not own, operate or maintain the Water Treatment System. Design, construction and operation of the Water Treatment System will comply with applicable ERWSD and CDPHE regulations and permitting requirements. In connection with the Exemption Plat process and/or pursuant to a Recorded final plat, Battle North will propose and the Town will review and approve the site for the Water Treatment Plant as a Battle Retained Parcel that is legally conveyable for construction, ownership and operation of the Water Treatment Plant as contemplated in the Reservoir Agreement. Such Town review may include the location, character and extent of the Water Treatment Plant pursuant to C.R.S. § 31-23-209. Except with respect to the Town's review of the Water Treatment Plant site as provided above, the Town will not exercise or conduct any technical or other review of the Water Treatment System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

(ii) Town Review of Water Distribution System. In connection with preliminary and final plat(s) for development within the Battle Retained Parcels, the Town will review locations of the distribution infrastructure to deliver municipal water service outboard from the Water Treatment Plant (e.g., water mains, storage tanks, distribution lines and service lines) to platted development sites within the Battle Retained Parcels ("**Water Distribution System**"). Engineering and technical requirements of the Water Distribution System will be subject to ERWSD regulations and Town subdivision regulations (including but not limited to applicable fire flow requirements). The Town will not own, operate or maintain the Water Distribution System. Except with respect to the Town's review of the Water Distribution System as provided above, the Town will not exercise or conduct any technical review of the Water Distribution System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

(d) Design Standards. Amend Appendix B (Minturn Design Standards and Guidelines) and other appropriate provisions of the Code to expressly provide that only the standards and guidelines set forth in Section II will apply to development within the Battle Retained Parcels. Any design standard applicable to the Battle Retained Parcels will incorporate eclectic design principle consistent with design themes in the Town of Minturn and shall be approved by the Town as part of a future subdivision process.

(e) Vested Property Rights. Amend Code Section 16-21-710(b)(2) by adding a subsection h which incorporates the Development Agreement (defined in and contemplated by Section 3(c)) in the list of instruments that can be a site specific development plan which creates vested property rights pursuant to C.R.S. § 24-68-101, *et seq.* and the Code.

(f) Disconnection by Ordinance. To the extent the Town determines necessary or desirable to effect disconnection of the Gilman Property as contemplated by Section 3(e), amend the Code to expressly adopt and authorize the procedure for disconnection by ordinance pursuant to C.R.S. §§ 31-12-501, *et seq*.

(g) Metropolitan Districts. At the Town's election, but not as a requirement of this Agreement, add an Article to the Code that creates a generally applicable process for metropolitan district formation and adopts a model service plan.

3. **Applications; Final Approval**. Concurrently with processing of and Town Council's final action to approve the Code Amendments, the Parties will coordinate and cooperate to submit, process to a final decision in accordance with the Code, and obtain Town Council's final action on passage of resolutions and second reading of the applicable ordinances prior to expiration of the Approvals Period to approve at the same public hearing (together with the ordinances approving the Code Amendments, "**Approvals**") the applications described in this Section 3. At the time of submitting applications, Battle will execute the Town's standard reimbursement agreement. Within 30 days of the Effective Date, Battle will endeavor to submit the following, which the Town will review and process in good faith:

(a) Exemption Plat. An application pursuant to the Exemption Plat Process for approval of an Exemption Plat that will create the Town Parcels, Restricted Parcels and Battle Retained Parcels as conceptually depicted in the Concept Plan. The application will contain the information required pursuant to clauses (1) through (5) and (7) of Code Section 16-21-170 together with proof of legal and physical access to the parcels and/or commitments to grant such cross-easements as may be necessary or desirable to provide legal and physical access to, from and among the various Town Parcels, Restricted Parcels and Battle Retained Parcels. The approved and Recorded Exemption Plat will establish the precise legal descriptions of the Town Parcels, Restricted Parcels and Battle Retained Parcels. Without limitation of the foregoing, the Rec Center Parcels, collectively, will not be required to be larger than a total of 2 acres.

(b) Rezoning of Battle North Property. An application for rezoning of the Battle North Property, which will contain the information required pursuant to Code Section 16-21-430 and pursuant to clauses (1) through (5) and (7) of Code Section 16-21-170. Consistent with the Concept Plan:

(i) Battle Retained Parcels. Certain Battle Retained Parcels (or areas within them) will be proposed for zoning to, as applicable, the Bolts Residential District, the Bolts MU District or the Bolts OS/Rec District. The boundaries of each zone district will be determined during processing of the zoning application and the Exemption Plat application.

(ii) Town Parcels and Restricted Parcels. The Town Parcels will be proposed for zoning to the Holding District; and the Restricted Parcels will be proposed for zoning to the Bolts OS/Rec District.

(iii) Effect on PUD Preliminary Plan. Rezoning of the Battle North Property as provided above will have the effect of terminating, and fully releasing Battle and the Town from any further rights, obligations or liabilities with respect to, the PUD Preliminary Plan as it applies to the Battle North Property. Simultaneous with approving the rezoning described herein, the Town will adopt a resolution formalizing the termination of Ordinance No. 12-Series 2008, Resolution No. 18-Series 2008, and Resolution No. 19-Series 2008, together with the Conditions to Approval and all other documents, instruments and matters appended to, attached to, referenced by and otherwise incorporated in said Resolutions.

(c) Development Agreement. An initial draft development and statutory vested property rights agreement ("**Development Agreement**") that will address the following matters:

(i) Release of Prior Agreements and PUD Preliminary Plan. Effective as of implementation of the Settlement pursuant to Section 8, the Development Agreement and the ordinance approving the Development Agreement will replace, supersede and effect termination of the Prior Agreements and the PUD Preliminary Plan as applied to the Battle North Property, and will effectuate the Parties' full and complete mutual release of all rights, obligations and liabilities pursuant to the Prior Agreements and the PUD Preliminary Plan as related to the Battle North Property.

(ii) Residential Density Limitation. Each residential dwelling unit, regardless of type, will comprise one "dwelling unit." By way of example, a single family home is one dwelling unit, an accessory dwelling unit is one dwelling unit, a duplex is two dwelling units, a multifamily building containing six separate apartments or condominium units is six dwelling units, etc. The Battle Retained Parcels will be subject to the following residential density limitation:

a. Without a Spa/Wellness Center. If a spa/wellness center is not developed within the Bolts MU District, the total dwelling units that can be developed within the Bolts Residential District and the Bolts MU District, cumulatively, will not exceed two hundred fifty (250) dwelling units.

b. With a Spa/Wellness Center. If a spa/wellness center is developed within the Bolts MU District, the total dwelling units that can be developed within the Bolts Residential District and the Bolts MU District, cumulatively, will not exceed two hundred twenty-five (225) residential units.

(iii) Commercial Density Limitation. The total nonresidential commercial development within the Bolts MU District, cumulatively, will not exceed 50,000 square feet of gross leasable area. For such purposes, "gross leasable area" means the total floor area (measured from the interior surface of demising walls) that is designed for the tenants' or business' occupancy and exclusive use, and does not include the floor area of any public or common areas such as utility rooms, mechanical rooms, stairwells, elevator shafts, foyers, malls and so on.

(iv) Ownership and Maintenance of Public Roads. Pursuant to the final platting process, the right-of-way for and physical improvements comprising Maloit Park Road will be dedicated to, accepted, owned and maintained (including snow plowing) by the Town in accordance with the Town's generally applicable regulations, including but not limited to the Town's roadway engineering standards and a development specific traffic study. All other public roads located within the Battle Retained Parcels will be owned and maintained (including snow plowing) by a metropolitan district as contemplated pursuant to Section 3(d), and/or owners' association(s). The classifications, cross-sections, profiles and related technical matters pertinent to such roadways will be determined in connection with the processing and approval of preliminary and final plats for the Battle Retained Parcels.

(v) Maloit Wetlands Area. Simultaneously with Recording of the first final plat adjacent to the Maloit Wetlands Area, Battle North will Record a Restriction (in the form of a Restrictive Covenant approved and enforceable by the Town) that will ensure the Maloit Wetlands Area remains undeveloped (except for installation, operation and maintenance of Infrastructure Improvements, and the construction of Maloit Park Road) and serves as a wildlife corridor between adjoining United States Forest Service land to the north and the CTP Area to the south. All Battle North improvements located within the Maloit Wetlands Area shall be subject to Town review and approval, except for activities necessary to comply with requirements imposed by EPA and/or CDPHE. Activities necessary to comply with requirements imposed by EPA and/or CDPHE and public access for non-motorized winter recreational activities (e.g. cross country skiing, snowshoeing, hiking, birding, etc.), including by residents and guests within the Battle Retained Parcels, will be permitted.

(vi) Fishing Easement. Concurrently with Recording of the first final plat adjacent to Cross Creek, Battle North will grant to the Town and Record a perpetual, nonexclusive easement that grants the public the right to fish within the Cross Creek streambed and up to the ordinary high-water mark, as defined in Code Section 16-2-20, of the Cross Creek segments adjacent to the Battle Retained Parcels and grants access for such purpose within the areas conceptually depicted in the Concept Plan. Except to the extent depicted in the Concept Plan, the public fishing access easement will not provide for or allow the general public to access the Cross Creek streambed from, across, or over the Battle Retained Parcels, or to otherwise enter upon the Battle Retained Parcels, but will expressly provide that residents and guests within the Battle Retained Parcels will have the legal right to utilize the public fishing easement.

(vii) Parks; No Open Space Dedications. In accordance with applicable Code requirements, final plats for development sites within the Battle Retained Parcels will be required to provide for adequate active parks to support the approved level of residential development. Parks will be dedicated to, improved, constructed, owned and maintained by metropolitan districts as contemplated pursuant to Section 3(d) and/or owners' association(s). No open space dedications will be required in connection with final plats for development within the Battle Retained Parcels.

(viii) Generally Applicable Code Provisions. Generally applicable Code provisions in effect at the time of final platting regarding technical and procedural matters will apply to all final plat applications to the extent not in conflict with or having the effect of negating or impairing the vested property rights established pursuant to Section 3(c)(xi) to the densities, product types, lot size, lot coverage and related development parameters established pursuant to the approved zoning. Without limitation of the foregoing: (A) the Community Housing Guidelines established pursuant to Code Chapter 16, Article 26 will apply to development within the Battle Retained Parcels, provided, however, no revisions to the percentages, deed-restriction conditions and AMI criteria set forth in Code § 16-26-100 in effect as of the Effective Date will apply to the Battle Retained Parcels without Battle's consent; and (B) no river setback of greater than thirty (30) feet will apply to developable lots within the Battle Retained Parcels that are adjacent to Cross Creek.

(ix) Water Service. Consistent with and subject to the terms and conditions of applicable Code Amendments, the Town/Enterprise will not provide municipal water service to the Battle Retained Parcels and, as more fully described in Section 2(c), ERWSD will provide municipal water service to the Battle Retained Parcels utilizing the Water Treatment System and the Water Distribution System to be constructed, owned, operated and maintained in accordance with applicable provisions of the Reservoir Agreement.

(x) Sewer Service. ERWSD will provide sanitary sewer service to the Battle Retained Parcels as provided in the Code.

(xi) Vested Property Rights. Pursuant to Code Section 16-21-710 (as amended pursuant to Section 2(d)), the Development Agreement will constitute a site specific development plan that creates vested property rights for a period of thirty (30) years from the date on which the Settlement is implemented pursuant to Section 8.

(d) Service Plans. The Town will process applications seeking approval of service plans for the formation of up to three (3) metropolitan districts in accordance with the statutory process pursuant to C.R.S. §§32-1-101, *et seq*. and, as applicable, the Town process contemplated by Section 2(g). Town is not required to approve any metropolitan districts. Upon completion of the formation process, the metropolitan districts are anticipated to have authority to finance the construction, operation and maintenance of the Water Treatment System, Water Distribution System, other backbone infrastructure and parks to serve development within the Battle Retained Parcels, to impose and enforce restrictions to protect wildlife within the Battle Retained Parcels and the Restricted Parcels, to own Restricted Parcels (prior to conveyance, or which are not

anticipated to be conveyed in the future, to and owned by the Town), and to perform and/or enforce environmental obligations and/or environmental restrictions.

(e) Disconnection of Gilman Property. In connection with the contemplated Settlement, the Town has proposed and Battle South has agreed to effect disconnection of the Gilman Property. Accordingly, Battle South will submit to Town Council an application for disconnection of the Gilman Property by ordinance pursuant to C.R.S. §§ 31-12-501, *et seq*. The disconnection becoming legally effective will fully release Battle, the Town and the Gilman Property from any further rights, obligations and liabilities under or with respect to the Prior Agreements and the PUD Preliminary Plan relating to the Gilman Property.

(f) Dissolution of General Improvement District. Pursuant to C.R.S. § 31-25-625, the Parties will cooperate to dissolve the General Improvement District established by Ordinance No. 24, Series 2008, Recorded at Reception No. 200901380.

(g) Survival of Disconnection and Dissolution Obligations. If this Agreement terminates prior to implementation of the Settlement, the Parties' obligations to process disconnection of the Gilman Property pursuant to Section 3(e) and to process dissolution of the General Improvement District pursuant to Section 3(f) will survive such termination for a period of, and the Parties will cooperate to cause disconnection of the Gilman Property and dissolution of the General Improvement District to be made legally effective within, ninety (90) days after the date of such termination.

4. **Approval Date: Final Approval; Legal Challenges**. The ordinances comprising the Approvals will be legally effective thirty (30) days after publication following the date on which Town Council approves them on second reading (the "**Approval Date**"), and the resolutions comprising the Approvals will be legally effective on the date set forth in such resolutions (which will not be later than thirty (30) days after the Approval Date); provided, however:

(a) Conditions Precedent To Binding Effect and Recording. The Parties' intend that Final Approval (defined below) of all Approvals occurs on the same date or not at all, such that no action required to fully implement Settlement remains subject to Legal Challenge (defined below). Accordingly, and notwithstanding any earlier effective date of such ordinances and resolutions pursuant to Section 4, each ordinance and each resolution will contain an express condition that the substantive matters comprising the Approvals will not be legally effective or binding upon the Parties, and will not be legally effective as to (and no Approvals instruments will be Recorded against) the Battle North Property or the Gilman Property, prior to implementation of the Settlement (pursuant to Section 8) following Final Approval (defined below) of all Approvals. With respect to the foregoing:

(i) "**Final Approval**" will occur with respect to each of the Approvals: (A) if no Legal Challenge is filed on or prior to the last day by which the applicable statute, rule of civil procedure, Code, or Town Charter provision requires the applicable Legal Challenge to be filed,; or (B) if a Legal Challenge is timely filed against one or more of the Approvals within the period described in the foregoing clause (A), and unless the Parties agree otherwise, all such Legal Challenges are resolved in a manner that is final, not subject

to appeal, and upholds the validity of the Approvals that were subject to the Legal Challenge.

(ii) "**Legal Challenge**" means: (A) any third-party's commencement of a legal proceeding, pursuant to C.R.C.P. Rule 106 or otherwise, that directly or indirectly challenges, or seeks to reverse or nullify, any of the Approvals and/or implementation of the Settlement; or (B) submission of a valid petition under the Code for a referendum seeking to reverse or nullify any of the Approvals and/or implementation of the Settlement.

(b) Termination Prior to Final Approval. By delivery to the Town of a written notice of termination prior to the latest effective date of the Approvals ordinances and resolutions pursuant to Section 4, Battle will have the right to terminate this Agreement if Battle is not satisfied with the Town's processing of the Approvals applications, any Town-imposed conditions of the Approvals, any substantive elements of the Approvals, or for any other reason relating to the Approvals. If Battle timely delivers written notice of termination to the Town, this Agreement will terminate and the Parties will be released from further liability or obligation under this Agreement except those that expressly survive termination of this Agreement.

5. **Diligence Period; Diligence Activities; "As-Is" Transaction; Disclosures**. During the period commencing on the Effective Date and continuing until the earlier to occur of the date on which this Agreement is terminated or the occurrence of the Approval Date pursuant to Section 4 ("**Diligence Period**"), the Town will conduct its own review and evaluation of the information contained in Battle North's Disclosures (defined in Section 5(d)), will inspect and investigate the Town Parcels and the Restricted Parcels, and will engage such qualified agents, contractors, engineers or consultants, including, without limitation, environmental consultants, as the Town deems necessary to make all appropriate inquiry with respect to title, survey, physical conditions, environmental conditions (including, without limitation, all CERCLA and other Environmental Laws (as such terms are defined in Section 5(a))) and such other matters pertinent to the Town Parcels and Restricted Parcels as the Town, in its sole discretion, deems necessary or appropriate, to assess the suitability of the Town Parcels and the Restricted Parcels ("**Diligence Activities**"). The Town will rely solely on such independent Diligence Activities. Battle will have no obligation pursuant to this Agreement to cure or remedy any matter affecting title, survey, physical, environmental or other conditions affecting the Town Parcels or the Restricted Parcels. In its sole discretion and without obligation to incur any expense in connection therewith, Battle may elect to cooperate with the Town's efforts to address and resolve such matters to the Town's satisfaction. The Town's obligation at the Closing (defined in Section 7) to acquire fee title to the Town Parcels and the Town's interests in the Restrictions that will encumber the Restricted Parcels for the Town's benefit (collectively, "**Property Interests**") is expressly conditioned on the Town not having exercised its right to terminate this Agreement pursuant to Section 5(h).

(a) Environmental Definitions. As used in this Agreement:

(i) "**Actual Knowledge**" of Battle, Battle North or similar phrases mean the current, actual (not constructive) knowledge, without duty of inquiry or investigation, of either (A) Lorne Bassel in his capacity as President of the Manager of Battle North and, if applicable, his successor in such capacity, or (B) Tim McGuire, in his capacity as Battle North's local representative and, if applicable, his successor in such capacity.

(ii) "**Hazardous Materials**" means any substance: (A) the presence of which requires special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Laws (defined below); (B) which is toxic, explosive, corrosive, erosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous; (C) which is (or becomes so during the Diligence Period regulated by any federal, state or local authority under any Environmental Laws, (D) any hazardous substance as defined in section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601(14), and also including petroleum, crude oil, or any fraction thereof, mining-related wastes, asbestos and polychlorinated biphenyls; (E) any substance designated in 40 C.F.R. § 304.2; (F) any substance identified or listed pursuant to section 3001 of the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq*., (G) any substance identified or listed by the State of Colorado pursuant to 6 CCR Part 261; and (H) underground storage tanks (USTs).

(iii) "**Environmental Laws**" means all laws, rules and regulations, as well as all agreements between EPA, CDPHE and Battle North or any third party, relating to (A) emissions, discharges, spills, cleanup, remediation, releases or threatened releases of any Hazardous Materials; (B) the presence of any Hazardous Materials on or in, land, soil, ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, storage tanks of any kind, wetlands, or septic systems, (C) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment, cleanup or remediation of Hazardous Materials; and (D) the protection of human health or the environment.

(b) "As Is" Transaction. The Town (for itself and its successors and assigns) acknowledges that, if the Town does not terminate this Agreement pursuant to a termination right of the Town under this Agreement, it will acquire the Property Interests in their respective "**AS IS, WHERE IS, AND WITH ALL FAULTS**" condition as of the Closing Date. The Town (for itself and its successors and assigns) accepts all risks regarding all attributes and conditions, latent or otherwise, of the Property Interests. The Town will acquire the Property Interests based solely upon the Town's Diligence Activities and not in reliance on any statement, representation or inducement of Battle except as expressly set forth in and limited by Sections 5(d) and 6(a). Without limitation of the foregoing:

(i) No Implied Representations. Except as expressly set forth in and limited by Sections 5(d) and 6(a): (A) NEITHER BATTLE NORTH NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF BATTLE HAS MADE (OR HAS AN OBLIGATION TO THE TOWN TO MAKE), AND BATTLE SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INTERESTS, INCLUDING, WITHOUT LIMITATION, (1) THE NATURE, QUANTITY, QUALITY OR CONDITION OF THE PROPERTY INTERESTS; (2) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY INTRERESTS; OR (3) COMPLIANCE OF OR BY THE PROPERTY INTERESTS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE

GOVERNMENTAL AUTHORITY, INCLUDING, WITHOUT LIMITATION, CERCLA OR ANY OTHER ENVIRONMENTAL LAWS; AND (B) THE TOWN IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY INTERESTS AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF, OR TO BE PROVIDED BY OR ON BEHALF OF, BATTLE NORTH OR UPON ANY REPRESENTATIONS MADE TO IT BY BATTLE NORTH OR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF BATTLE NORTH. ANY INFORMATION PROVIDED OR TO BE PROVIDED BY BATTLE NORTH WITH RESPECT TO THE PROPERTY INTERESTS WAS OR MAY BE OBTAINED FROM A VARIETY OF SOURCES AND BATTLE NORTH HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH THIRD-PARTY INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH THIRD-PARTY INFORMATION.

(ii) Waiver and Release. Except to the extent directly caused by Battle's breach of Sections 5(d) and 6(a), the Town (for itself and its respective successors and assigns) releases Battle and its agents, employees, officers, directors, shareholders, partners, members, managers, contractors and representatives from, and waives any and all causes of action or claims against any of such persons for: (A) any and all liability attributable to any physical condition of or at the Property Interests, including, without limitation, the presence on, under or about the Property Interests of any Hazardous Materials; (B) any and all liability resulting from the failure of the Property Interests to comply with any applicable laws, including, without limitation, any Environmental Laws; and (C) any liabilities, damages or injury arising from, connected with or otherwise caused by statements, opinions or information obtained from any of such persons with respect to the Property Interests.

(iii) Survival. The terms and conditions of this Section 5(b) will survive: (A) Closing pursuant to this Agreement; and (B) with respect to causes of action or claims arising from or relating to the Town's Diligence Activities, termination of this Agreement.

(c) License; Insurance and Indemnification. During the Diligence Period and in order to facilitate the Town's undertaking of its Diligence Activities pertaining to the physical condition of the Property Interests:

(i) License. The Town (together with its employees, contractors, subcontractors, consultants and invitees, "**Licensee(s)**") will have a non-exclusive license ("**License**") to access and enter upon the Town Parcels and Restricted Parcels at reasonable times and from time to time for the purposes of conducting Diligence Activities, at no cost or expense to Battle, which may include, without limitation, reasonable tests, inspections, studies, investigations, surveys and, with not less than three (3) business days' written notice (which may be by email) to Battle's local representative, Tim McGuire (tmcguire@acpcommunities.com), investigation of soil, geotechnical, environmental conditions, and related invasive tests such as borings (but expressly excluding blasting). Battle North will cooperate reasonably with such Diligence Activities so long as such cooperation is at no cost or expense to Battle. The Town and its Licensees will not engage in any demolition, clearing, grading, excavation, dewatering or other activity that

physically modifies the Town Parcels or Restricted Parcels without Battle's specific prior written consent. The Town will contemporaneously notify Lorne Bassel and Tim McGuire of any entry upon the parcels and Battle's representative will have the right to be present during any entry upon or investigation of the Town Parcels and Restricted Parcels. Following any Town (or Licensee) activities causing damage to the land comprising the Town Parcels, the Restricted Parcels or, if applicable, adjacent areas of the Battle Retained Parcels, the Town will promptly and diligently restore the damaged area to its preexisting condition. The Town will be responsible for the generation and proper disposal of any "Investigative Derived Waste", whether solid or hazardous waste, derived from the Town's invasive testing, and will perform its Diligence Activities at its own risk.

(ii) Insurance. As a condition of exercising its rights pursuant to the License, the Town will, at no cost or expense to Battle:

a. Licensees. Require its contractors and other Licensees who enter the Town Parcels and Restricted Parcels pursuant to the License to: (A) cause Battle North to be named an additional insured on a primary non-contributory basis under their respective policies of commercial general liability insurance, in an amount of at least (I) $2,000,000 for each occurrence, (II) $2,000,000 for personal injury, and (III) $4,000,000 in the general aggregate; and (B) procure and maintain workers' compensation coverage, meeting the statutory requirements of the State of Colorado. Prior to any Licensees' entry upon the Town Parcels and Restricted Parcels, the Town will cause written evidence to be delivered to Battle North of such insurance coverages being in effect.

b. Town. Cause Battle North to be named an additional insured on a primary non-contributory basis under the Town's policy of public entity general liability insurance (or equivalent), in an amount not less than the limits under the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.* (which limits are currently (A) $424,000 for injury to one person in any single occurrence, and (B) $1,195,000 for injury to two or more person in any single occurrence) against claims of bodily injury, property damage or death occurring in, on or about the Town Parcels and Restricted Parcels.

(iii) Indemnity. To the extent arising from its Diligence Activities, the Town will, to the maximum extent permitted by law, indemnify, defend, and hold harmless Battle from any and all claims, demands, liens, costs, expenses, damages and liabilities, including reasonable attorneys' fees and costs, that are asserted against Battle, the Town Parcels, Restricted Parcels or Battle Retained Parcels, or which Battle may suffer or incur, to the extent arising out of any claims for property damage or personal injury, or claims from materialmen or laborers. The Town will pay Battle's reasonable costs and expenses, including reasonable attorneys' fees incurred in defending any such matter, not to exceed one hundred thousand dollars ($100,000). If this Agreement terminates, the Town will promptly and diligently repair damage to the Town Parcels and Restricted Parcels (and, if applicable, to adjacent areas of the Battle Retained Parcels) to the extent caused by the Town's Diligence Activities. The Town will reimburse Battle on demand for all expenses

Battle incurs in repairing any damage to the extent resulting from the Town's Diligence Activities if the Town does not promptly repair such damage.

(iv) Survival. The Town's obligations pursuant to this Section 5(c) will survive termination of this Agreement and/or Closing for a period of one (1) year.

(d) Battle North's Disclosures. Within ten (10) business days after the Effective Date, Battle North will deliver or cause to be made available to the Town for review and/or copying (by dropbox or similar electronic means) the following documents, to the extent in Battle North's possession or control, without obligation to obtain documents not in Battle North's possession or control, and without representation or warranty of any kind with respect to the accuracy or completeness of any reports, studies or other documents furnished to the Town that were prepared by parties other than Battle North, to the extent relating or pertaining to the Town Parcels and the Restricted Parcels (collectively, "**Battle North's Disclosures**"):

(i) Surveys. Battle North's most recent ALTA survey(s) of the Battle North Property and/or areas thereof corresponding to all or any part of the Town Parcels and Restricted Parcels.

(ii) Contractual Documents. Copies of leases, contracts, property management agreements, letter agreements and amendments, subleases or licenses, if any.

(iii) Reports and Documents. To the extent not publicly available at EPA's Superfund Records Center, EPA's webpage relating to the Eagle Mine Superfund Site at https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0800159, the CDPHE Hazardous Materials and Waste Management Division Records Center, CDPHE's webpage relating to the Eagle Mine Superfund Site at https://cdphe.colorado.gov/eagle-mine, within Recorded instruments, or located in the Eagle Mine Site Repository in Minturn: copies of any reports or data regarding environmental conditions, including but not limited to hydrology, geology, hydrogeology, soils, ground water, cleanup or remediation plans or requirements and any amendments thereto; material correspondence with EPA or CDPHE in the prior three (3) years regarding environmental conditions, as described above, and any order, assessment, penalty, complaint, report or data related to the parcels' physical condition or affected by release of any Hazardous Materials from such parcels.

(iv) Capital Improvements. A schedule of capital improvements, if any, made or installed during Battle's ownership.

(v) Documents. All appraisals, engineering reports, title abstracts, and other reports generated during Battle's ownership.

(vi) Additional Matters. To the extent not listed above, any documents and materials that the Town reasonably requests from time to time which directly pertain to the physical condition or status of title, are in Battle North's possession or control, and which are neither subject to attorney-client or other privilege nor subject to any non-disclosure agreement that is legally binding on Battle North.

(e) Title Insurance. As part of its Diligence Activities, the Town may in its sole discretion, at its sole cost, and at such time as it determines desirable, order from a title insurance company of its choice ("**Title Company**") one or more commitments ("**Title Commitment(s)**") for issuance of policy(ies) of title insurance for any or all of the Property Interests in such form, at such insured amount, and with such endorsements, if any, as the Town may choose to purchase ("**Title Policy(ies)**"). The Town will cause the Title Company to include Battle North on the distribution list for all Title Commitments and updates thereto, and will provide to Battle North written notice of the selected Title Company together with contact information for the individual(s) at the Title Company responsible for coordinating such Title Commitments and providing Closing services. The Town will be solely responsible for working with the Title Company to resolve to the Town's satisfaction any title matters disclosed in the Title Commitments. Upon receipt of the Town's written notice of any title matters with respect to which the Town objects or otherwise has concerns, Battle North may, in its sole discretion and without obligation to cause such title matter to be cured or to incur any expense or liability in connection therewith, cooperate with the Town's efforts to address and resolve such matters to the Town's satisfaction. In connection with the Title Company's issuance of the Title Policy(ies), Battle North will execute such certificates and affidavits as title companies typically require and are commercially reasonable for a land seller to execute in a commercial real estate transaction.

(f) Survey. As part of its Diligence Activities, the Town may in its sole discretion, at its sole cost, and at such time as it determines desirable, either engage a surveyor to produce one or more new surveys of the Town Parcels and the Restricted Parcels or cause the survey(s) Battle North provides pursuant to Section 5(d)(i)(d)(i) to be updated, to more specifically address the Town Parcels and the Restricted Parcels, to reflect the matters disclosed in the Title Commitment(s), and to add the Town to the survey certification (in either case, as applicable, "**Survey(s)**"). The Town will be solely responsible for working with the surveyor to resolve any Survey matters to the Town's satisfaction. Upon receipt of the Town's written notice of any Survey matters with respect to which the Town objects or otherwise has concerns, Battle North may, in its sole discretion and without obligation to cause such Survey matter to be cured or incur any expense or liability in connection therewith, cooperate with the Town's efforts to address and resolve such matters to the Town's satisfaction.

(g) CERCLA Protections. As part of its Diligence Activities, the Town may in its sole discretion, at its sole cost, and at such time as it determines desirable, elect to pursue environmental liability protections related to the Property Interests ("**CERCLA Protections**"), which may include one or more of: (i) negotiation of a transfer of the Administrative Settlement Agreement and Order on Consent for Response Action and Release and Waiver of CERCLA §107(r) Lien, Docket No. CERCLA-08-2018-009, by and among the United States on behalf of the United States Environmental Protection Agency, the Colorado Department of Public Health and Environment, and Battle North, LLC and Battle South, LLC as it relates to the Property Interests; (ii) comfort letters from CDPHE and/or EPA; (iii) environmental insurance: (iv) negotiation of one or more prospective purchaser agreements; and (v) other mechanisms of managing potential environmental liabilities associated with the Property Interests. The Town will be solely responsible for all undertakings and activities pertinent to investigating, evaluating and pursuing such CERCLA Protections as the Town deems desirable. Upon receipt of the Town's written request, in its sole discretion and without obligation to incur any expense or liability in connection therewith, Battle

may cooperate with and facilitate the Town's efforts to secure CERCLA Protections to the Town's satisfaction.

(h) Termination During Diligence Period. By delivery to Battle of a written notice of termination prior to the Approval Date, the Town will have the right to terminate this Agreement if the Town is not satisfied with the results of its Diligence Activities, for any other reason, or for no reason. If the Town timely delivers written notice of termination to Battle, this Agreement will terminate and the Parties will be released from further liability or obligation under this Agreement except those that expressly survive termination of this Agreement. If the Town terminates this Agreement and to the extent Battle so requests in writing, the Town will deliver to Battle copies of test results, reports, and other information generated from the Town's Diligence Activities, except to the extent such documents may be subject to attorney-client privilege or work product protections.

6. **Representations and Warranties**. Battle and the Town each represent, warrant and covenant to the other Party as to the matters set forth in this Section 6 as of the Effective Date, and will be deemed to remake the same as of, as applicable, the Closing Date and implementation of the Settlement.

(a) Battle's Representations and Warranties. Battle represents, warrants and covenants to the Town as follows:

(i) Authority. As described and set forth in the introductory paragraph of this Agreement, each entity comprising Battle is, as applicable, either a limited liability limited partnership or a limited liability company that is duly organized, validly existing and in good standing under the laws of the State of Georgia, has the full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement, and has taken all requisite action in connection with the execution of this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby.

(ii) Consents; Binding Obligations. No third-party approval or consent is required to enter into this Agreement or to consummate the transactions contemplated hereby. This Agreement and all documents required hereby to be executed by Battle are and shall be valid, legally binding obligations of and enforceable against Battle in accordance with their terms.

(iii) Battle North's Disclosures. To Battle North's Actual Knowledge, Battle North's Disclosures made available to the Town pursuant to Section 5(d) constitute all of such materials as are in Battle North's possession or control.

(iv) No Bankruptcy Proceedings. No bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against any entity comprising Battle, and to Battle's Actual Knowledge, no such entity has an intention of filing or commencing any such action or proceeding.

(v) Litigation. Excepting the Litigation, there are no actions, suits, litigation or proceedings pending, or to Battle's Actual Knowledge threatened, affecting the Town

Parcels or Restricted Parcels. There are no actions, suits, litigation or proceedings pending, or to Battle's Actual Knowledge threatened, affecting Battle's right, power or authority to enter into and perform this Agreement in accordance with its terms, or which question the validity or enforceability of this Agreement or any action taken or to be taken by Battle under this Agreement.

(vi) Condemnation. Battle North has no Actual Knowledge, and has received no notice from any governmental authorities, that proceedings for the condemnation of any portion of the Town Parcels or Restricted Parcels are pending.

(vii) No Violations. To Battle North's Actual Knowledge, the Town Parcels and Restricted Parcels have been and presently are used and operated in compliance in all material respects with, and in no material way violate, any applicable statute, law, regulation, rule, ordinance, order or permit of any kind whatsoever affecting the Town Parcels, Restricted Parcels or any part thereof.

(viii) Leases. Except as disclosed in Battle North's Disclosures, no portion of the Town Parcels or Restricted Parcels is subject to any lease, license, easement or right of access.

(ix) Service Contracts. Except as disclosed in Battle North's Disclosures, there is no agreement, in writing or otherwise, between Battle North and any other person or persons for service, supply, maintenance, management or the operation of the Town Parcels or Restricted Parcels which is not cancelable upon not more than thirty (30) days' notice without payment of any penalty or premium.

(x) Hazardous Materials; Environmental Liens. To Battle North's Actual Knowledge, and except as disclosed in Battle North's Disclosures: (A) Battle North has received no notice, complaint or allegation from any state, federal or local agency or authority, or any third party, of any violation of any Environmental Law with respect to any portion of the Town Parcels or Restricted Parcels related to any release or alleged release of Hazardous Materials at or from any portion of the Town Parcels or Restricted Parcels; (B) neither the Town Parcels or Restricted Parcels nor any portion thereof have at any time been used for the transfer, storage, disposal or manufacture of any Hazardous Material; (C) there has been no release of Hazardous Materials at or from any portion of the Town Parcels or Restricted Parcels; (D) there are no Hazardous Materials located at, on or under the Town Parcels or Restricted Parcels or any portion thereof, the presence of which would constitute a violation of any Environmental Law; (E) no other property and no third party has been affected by any release of Hazardous Materials at or from any portion of the Town Parcels or Restricted Parcels; (F) with the exception of utilities, if any, there are no underground storage tanks or pipelines located on the Town Parcels or Restricted Parcels or any portion thereof; (G) Battle North is not in violation of, or alleged to be in violation of, any judgment, decree, order, law, license, rule or regulation or permit pertaining to any Environmental Law; and (H) no portion of the Town Parcels or Restricted Parcels is subject to any environmental lien, environmental use restriction or environmental covenant.

(xi) Changed Circumstances. If Battle acquires Actual Knowledge of any act or circumstances which would change or render incorrect, in any material respect, any representation or warranty made by Battle under this Agreement, whether as of the date given or any time during the Diligence Period and whether or not such representation or warranty was based upon Battle's knowledge and/or belief as of a certain date, Battle will give prompt written notice of such changed fact or circumstance to the Town. Battle may, without obligation pursuant to this Agreement to do so, cause the representation or warranty to again become true or correct prior to the Closing Date. If Battle does not cause such representation or warranty to be true or correct as of the Closing Date, the Town's sole remedies will be either to terminate this Agreement (in which event the Parties will be relieved of any further obligations under this Agreement that do expressly survive termination) or to waive any objection to the representation or warranty to the extent it has become untrue or incorrect and to proceed with the Closing and the Settlement.

(b) Town's Representations and Warranties. The Town represents, warrants and covenants to Battle as follows:

(i) Authority. The Town is duly organized, validly existing and in good standing under the laws of the State of Colorado. The Town has full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement. The Town has taken all requisite action in connection with the execution of this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby.

(ii) Consents; Binding Obligations. No third-party approval or consent is required to enter into this Agreement or to consummate the transactions contemplated hereby. This Agreement and all documents required hereby to be executed by the Town are and will be valid, legally binding obligations of and enforceable against the Town in accordance with their terms.

(c) No Other Representations. Except as expressly set forth in this Section 6, this Agreement is made without representation or warranty of any kind by the Parties.

(d) Survival. Each Party making representations and warranties in this Section 6 acknowledges the Party to whom they are given will materially rely upon them in proceeding with the Closing and the Settlement. Such representations and warranties will survive for a period of two (2) years following the Closing Date. To the extent permitted by law, the Party giving such representations and warranties will indemnify, defend and hold the Party to whom they are given (together with such Party's directors, members, officers, employees, agents, successors and assigns) harmless from and against any loss, liability or expense, including reasonable attorneys' fees, not to exceed fifty thousand dollars ($50,000), arising from a third-party complaint that is filed against such receiving Party during such two (2) year period to the extent based on or arising from the breach of such Party's representations or warranties in this Section 6.

7. **Closing**. If this Agreement has not otherwise been terminated pursuant to a Party's express termination right under this Agreement, consummation of Battle North's conveyance of the Property Interests to the Town ("**Closing**") will occur, contemporaneously with implementation

of the Settlement pursuant to Section 8, on the fifth (5th) business days after the date on which Final Approval occurs ("**Closing Date**"). In connection with Closing:

(a) Fee Interests in the Town Parcels. Battle North will convey fee title to each of the Town Parcels to the Town, free and clear of monetary liens (except the inchoate lien for *ad valorem* taxes and assessments for the year of Closing due and payable by Battle North in the year following Closing), by separate statutory forms of special warranty deed in substantially the form attached at Exhibit B ("**Deed(s)**"). The legal descriptions, acreages and configurations of the Town Parcels will be established by the Exemption Plat. During the Diligence Period, the Battle North and the Town will negotiate mutually acceptable terms and conditions to which such conveyances will be subject, and the Deeds will incorporate as applicable:

(i) Reserved Easement(s). Battle North may, reserve general, blanket easements within the Town Parcels, except for the parcel depicted on the Concept Plan as the Highlands Parcel and the Rec Center Parcel, for construction, ownership, operation, maintenance, repair and replacement of existing and to-be-constructed utilities, roads, pedestrian crossings, sidewalks, bike paths, the Water Distribution System and similar Infrastructure Improvements required or desirable in connection with development of the Battle Retained Parcels ("**Reserved Easement(s)**"). The engineering requirements of Infrastructure Improvements (excluding the Water Treatment System) within, and the final "as-built" locations of, the Reserved Easements will be subject to Town review and approval in connection with preliminary and final plats for development within the Battle Retained Parcels. The legal descriptions and locations of the Reserved Easements will be subject to modification to conform to such final "as built" conditions. Any blanket easement that has not been narrowed to its final engineered location within fifteen (15) years of the Effective Date shall automatically terminate, and be void and unenforceable.

(ii) Deed Restriction(s). Battle North and the Town may mutually agree upon certain use restrictions with respect to a particular Town Parcel for the benefit of and enforceable by Battle North and the Battle Retained Parcels ("**Deed Restriction(s)**"). The Rec Center Parcels will incorporate a Deed Restriction that limits use of the Rec Center Parcels to community, recreation, artistic, child care, and/or entertainment, and similar uses to be determined by the Parties and not more than three employee/caretaker units, and the Deed(s) for other Town Parcels may incorporate similar or different Deed Restrictions generally consistent with the permitted uses under the Holding Zone. The other Town Parcels will incorporate a deed restriction to exclude industrial uses of those parcels without the written consent of Battle Mountain.

(iii) Exceptions. All matters of Record the Town has not caused to be removed from Schedule B-II of the Title Commitment for the applicable Town Parcel ("**Exceptions**").

(b) Restrictions. Battle North and the Town anticipate that different Restrictions will encumber different Restricted Parcels in different ways and on different terms. During the Diligence Period, Battle North and the Town will negotiate mutually acceptable terms and conditions of the specific Restrictions that will encumber each of the Restricted Parcels, together with the forms thereof. Such Restrictions may include all or any combination of the following:

(i) Perpetual Easements. It is anticipated that each Restricted Parcel will be encumbered by a perpetual easement agreement ("**Perpetual Easement Agreement(s)**") pursuant to which Battle North will grant to the Town a perpetual non-exclusive easement ("**Perpetual Easement(s)**") over, across and within such Restricted Parcel, or specified area therein, for the Town's benefit in order to provide a specific scope of access and/or utility purposes, use, and/or benefit. For the Highlands Parcel, Battle North will grant at Closing to the Town an easement for access and utility purposes across the OTP Area to the Highlands Area at a location and in a size mutually agreeable to the parties. For parcels other than the Highlands Area, such scope may include active or passive non-motorized recreational uses, the provision of legal and physical access to and from other Town Parcels or a public road, and similar matters. The Perpetual Easement Agreements will expressly reserve to Battle North, as grantor, and incorporate Battle North's general right to use the Restricted Parcels for purposes that do not unreasonably conflict with or impair the Town's use and enjoyment of the Perpetual Easement(s), including but not limited to construction, ownership, operation, maintenance, repair and replacement of existing and to-be-constructed utilities, roads, pedestrian crossings, sidewalks, bike paths, the Water Distribution System and similar Infrastructure Improvements required or desirable in connection with development of the Battle Retained Parcels (the "**Reserved Uses**"). The infrastructure types, locations and engineering requirements (except the Water Treatment System) of such Reserved Uses and Infrastructure Improvements will be subject, and the final "as-built" locations of the Reserved Uses will be established pursuant, to Town review and approval in connection with approval of preliminary and final plats for development within the Battle Retained Parcels.

(ii) Restrictive Covenants. It is anticipated that each Restricted Parcel may be encumbered by a covenant that restricts Battle North's use of the Restricted Parcels to only those uses allowed within the Bolts OS/Rec District as of the Effective Date or such other or additional future site-specific uses as the Parties otherwise agree is necessary to implement the intent of this agreement ("**Restrictive Covenant(s)**"). As Battle North and the Town may mutually agree during the Diligence Period, the Restrictive Covenants for particular Restricted Parcels may be incorporated into the applicable Perpetual Easement Agreement (i.e., as an express limitation of the Reserved Uses) or may be set forth in a separate instrument in a mutually agreed upon form suitable for Recording. No Restrictive Covenant for any Restricted Parcel will require Town review or approval for, preclude, constrain, impair or otherwise restrict activities which are necessary or desirable to comply with EPA or CDPHE rules, regulations or requirements, or activities which are necessary or desirable to comply with or otherwise implement the Reservoir Agreement.

(iii) Purchase Options. At the election of the Town, upon such terms and conditions, and utilizing such form(s) as Battle North and the Town may mutually agree during the Diligence Period, certain of the Restricted Parcels may be made subject to Battle North's grant to the Town of an option to acquire fee title to such Restricted Parcel ("**Purchase Option**"). Each Option will be exercisable by The Town for a period of twenty-five (25) years from the Closing Date and will cost The Town no more than one dollar ($1.00). As Battle North and the Town may mutually agree during the Diligence Period, the Purchase Option for particular Restricted Parcels may be incorporated into the applicable Perpetual Easement Agreement or may be set forth in a separate instrument. If

set forth in a separate instrument, such separate instrument will not be Recorded, but Battle North and the Town may Record a mutually agreed upon short form memorandum of Purchase Option as part of the Closing.

(c) Policies of Title Insurance. The Town, in its sole discretion and at its sole expense, may elect to purchase such Title Policy(ies) as the Town deems appropriate with respect to the Property Interests. Battle North, in its sole discretion and at its sole expense, may elect to purchase such policy(ies) of title insurance for the Reserved Easements as Battle North deems appropriate.

(d) Disposition of Previously Escrowed Funds. All remaining escrow funds pursuant to the Escrow Agreements and the Funding Agreement will be disbursed to the Town.

(e) Escrow Closing. On or prior to the Closing Date, each of Battle North and the Town will deposit into escrow with the Title Company (in such capacity, "**Escrow Agent**"), subject to the terms and conditions to be set forth in an escrow agreement executed by and among Escrow Agent and the applicable Parties ("**Escrow Agreement**") regarding the release, delivery and, as applicable, Recording of the following funds, documents and instruments (fully executed and notarized by Battle North and/or the Town as applicable):

(i) Battle North's Deliveries.

a. A Deed for each of the Town Parcels.

b. A counterpart original Stipulation (pursuant to Section 8(a)) containing Battle's fully executed signature page(s) thereto.

c. An original Release of Claims (pursuant to Section 8(b)(i)) containing Battle's fully executed signature page(s) thereto.

d. A certificate of non-foreign status, which provides that Battle North is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and there is no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Battle North in connection with the Closing (as defined in the regulations issued under said Section 1445).

e. Such certificates and affidavits as the Title Company reasonably and customarily requires of a seller of real property or grantor of insurable interests therein to issue an extended coverage Title Policy.

f. Such funds as Battle North is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 7(e)(iii)e.

(ii) Town's Deliveries.

a. A counterpart original Stipulation (pursuant to Section 8(a)) containing the Town's fully executed signature page(s) thereto.

b. An original Release of Claims (pursuant to Section 8(b)(ii)) containing the Town's fully executed signature page(s) thereto.

c. Such certificates and affidavits as the Title Company reasonably and customarily requires of a purchaser of real property or grantee of insurable interests therein to issue the Title Policy.

d. Such funds as the Town is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 7(e)(iii)e, including but not limited to the Town's payment of the premium for and applicable endorsements to the Title Policy(ies).

(iii) Mutual Deliveries.

a. The Escrow Instructions.

b. The Perpetual Easement Agreements.

c. The Restrictive Covenants, if any, that are not incorporated within the Perpetual Easement Agreements,

d. Short form memoranda of Purchase Options, if any, as contemplated pursuant to Section 7(b)(iii).

e. A closing settlement statement prepared by the Title Company setting forth credits, adjustments and prorations between and among Battle North and the Town, the net funds due to or from Battle North, and the net funds due to or from the Town ("**Closing Settlement Statement**").

f. Such other documents as the Title Company reasonably and customarily requires parties to a commercial real estate transaction, or which Battle North and the Town otherwise may have agreed in this Agreement, to deliver at the Closing.

(f) Costs, Prorations and Adjustments. As to be set forth in the Closing Settlement Statement (and without limitation of other costs and expenses that may be reflected therein), Battle North and the Town will be responsible for payment at Closing of:

(i) Property Taxes. Subject to and as calculated and determined pursuant to Section 7(f)(iv), Battle North will be responsible for payment of all *ad valorem* property taxes (including special assessments and personal property taxes (if any), but excluding real estate transfer taxes, if any, which are payable by the buyer/grantee) applicable to the Town Parcels through and including the date immediately preceding the Closing Date, comprised of: (A) those for which tax bills have been issued as of the Closing Date (for years prior to the year of Closing), the amount of such obligations is known as of the Closing Date, and are due and payable in the year of Closing ("**Current Property Taxes**"); and (B) those for the year of Closing which will be due and payable in arrears, for which

tax bills will be issued due and payable in the year following the year of Closing ("**Deferred Property Taxes**").

(ii) Battle's Costs and Adjustments. Battle North will pay: (A) to the extent not paid prior to the Closing Date, the Current Property Taxes; (B) Battle North's own attorneys' fees; (C) the premium payable in connection with issuance of the policy(ies) of title insurance, if any, that Battle North elects to obtain for the Reserved Easements; and (D) fifty percent (50%) of (1) the documentary taxes due upon the execution and Recording of the Deeds and other closing documents; (2) Recording costs in connection with the Recording of the Deeds and other documents to be recorded at Closing; and (3) the fees, costs and expenses of the Escrow Agent pursuant to the Escrow Agreement.

(iii) The Town's Costs and Adjustments. The Town will pay: (A) real estate transfer taxes, if any, which are payable by the buyer/grantee with respect to conveyance of the Property Interests; (B) the Town's own attorneys' fees; (C) the fees and premiums payable in connection with the Title Commitment(s) and issuance of any Title Policy(ies) the Town elects to obtain for the Property Interests; and (D) fifty percent (50%) of (1) the documentary taxes due upon the execution and Recording of the Deeds and other closing documents; (2) Recording costs in connection with the Recording of the Deeds and other documents to be recorded at Closing; and (3) the fees, costs and expenses of the Escrow Agent pursuant to the Escrow Agreement.

(iv) Calculation of Prorations; True Up. For purposes of calculating prorations, Battle North will be the owner of the Town Parcels through and including the day immediately preceding the Closing Date, and the Town will be the owner of the Town Parcels and other Property Interests as of and following the Closing Date. Accordingly, items subject to proration pertaining to the period prior to the Closing Date will be allocated to Battle North and items subject to proration pertaining to the period starting on and including the Closing Date will be allocated to the Town. All such prorations will be made on the basis of the actual number of days of the year and months which will have elapsed as of the Closing Date. Items of income and expense for the period prior to the Closing Date will be for the account of Battle North, all as determined by the accrual method of accounting. The proration for Taxes will be readjusted based on the actual invoice for Taxes upon the written request of either Party made no later than one year after the Closing Date. Without limitation of the foregoing:

a. Current Property Taxes. Battle North's payment of Current Property taxes pursuant to clause (A) of Section 7(f)(ii) will be final as of the Closing Date and will not be subject to later adjustment.

b. Deferred Property Taxes. It is anticipated that (and Battle North and the Town will coordinate as may reasonably be necessary to cause) the County Assessor will establish separate tax parcels for the Town Parcels after Recording of the Deeds (to the extent any such Town Parcels were not separate tax parcels prior to the Closing Date), and will issue to Battle North tax bills for the Deferred Property Taxes on the Town Parcels (i.e., taxes assessed on the Town Parcels for the year of Closing that will be due and payable in the year following Closing) in

the year following Closing. If the Town receives tax bills for Deferred Property Taxes payable for the Town Parcels, the Town will promptly deliver such tax bills (or copies thereof) to Battle North. Whether Battle North receives tax bills for the Deferred Property Taxes payable for the Town Parcels directly from the County Assessor or from the Town, Battle North will fully and timely pay such Deferred Property Taxes (for the period of the year of Closing through and including the day immediately preceding the Closing Date) in accordance with the terms of such tax bills. Battle North will retain all rights to contest valuation of the Town Parcels and the amount of Deferred Property Taxes payable. Battle North's obligation to pay the Deferred Property Taxes will survive Closing until fully performed.

c. Other. All other costs and expenses in connection with the Closing and not otherwise specifically addressed in this Section 7(f) will be allocated to and paid by Battle North and the Town in the manner in which such costs and expenses are customarily allocated between the parties at closings of commercial property transactions in Eagle County, Colorado.

8. **Mutual Release and Dismissal of Litigation**. On the Closing Date or as promptly thereafter as practicable, the Parties will coordinate to implement the Settlement by:

(a) Dismissal with Prejudice. The Parties will mutually execute, deposit in escrow pursuant to the Escrow Agreement, and cause to be filed with the Court a Stipulation for Dismissal with Prejudice in the Litigation ("**Stipulation**"), dismissing all claims in the Litigation with prejudice, with each Party to bear its own attorneys' fees and costs.

(b) Mutual Release. Concurrently with filing of the Stipulation for Dismissal, each of the Parties will execute, deposit in escrow pursuant to the Escrow Agreement, and cause to be delivered to the others a written instrument ("**Release of Claims**") which, without limitation, releases any and all claims, actions, demands, rights, defenses, liabilities, damages and causes of action, whether in law or in equity, whether as of this date known or unknown, and whether asserted or unasserted, of whatsoever kind or character (collectively, "**Claims**") that were asserted, or could have been asserted in the Litigation, and all Claims arising from the transactions or occurrences that are the subject matter of the Litigation, as follows:

(i) Battle's Release. Battle, on behalf of itself, and its members, managers, shareholders, officers, directors, limited partners, general partners, affiliates, employees, agents, successors, assigns, and anyone claiming by, through or under Battle, releases, remises and forever discharges the Town and the Town's board members, managers, employees, agents, successors and assigns of and from any and all Claims, which Battle now has or may claim to have in the future, arising from or based in whole or in part upon any act, omission, event, transaction, matter or thing involved, or arising directly or indirectly from or in connection with any portion of the Original Property, the Annexation, the Resort Project, the Prior Agreements, the PUD Preliminary Plan and/or the Litigation.

(ii) Town's Release. The Town, on behalf of itself, and board members, managers, employees, agents, successors, assigns, and anyone claiming by, through or under the Town, releases, remises and forever discharges Battle, and Battle's members,

managers, shareholders, officers, directors, limited partners, general partners, affiliates, employees, agents, successors, and assigns of and from any and all Claims, which the Town now has or may claim to have in the future, arising from or based in whole or in part upon any act, omission, event, transaction, matter or thing involved, or arising directly or indirectly from or in connection with any portion of the Original Property, the Annexation, the Resort Project, the Prior Agreements, the PUD Preliminary Plan and/or the Litigation.

9. **Term; Intent**. Unless the Parties otherwise agree in writing, or a Party earlier terminates this Agreement pursuant to a termination right set forth in this Agreement, the term of this Agreement will commence on the Effective Date and will expire and be of no further force or effect on the earlier to occur of: (a) the date on which the Settlement is fully implemented pursuant to Section 8; and (b) April 30, 2024; provided, however, in the event of a Legal Challenge, this Agreement will remain in effect until the earlier to occur of: (x) the second (2nd) anniversary of the Effective Date; and (y) the date on which Final Approval occurs following a successful resolution of the Legal Challenge. The intent of this Agreement is for the Parties to pursue and complete the matters contemplated in this Agreement, including but not limited to securing Final Approval of the Approvals. Accordingly, during the term of this Agreement, no Code provision which precludes the submittal and processing of land use applications or similar matters, including but not limited to Code Section 13-21-740 (regarding the effect of pending litigation or appeal), will apply to the Battle North Property, Battle, the Applications, the Approvals, this Agreement or any other matters this Agreement addresses.

10. **No Admission of Liability**. This Agreement is entered into in the interest of avoiding further cost, expense and time associated with the Litigation and resolution of the disputes. Each Party expressly denies any liability, and nothing set forth in this Agreement will be construed as an admission of liability.

11. **No Third-Party Beneficiaries**. There are no intended third-party beneficiaries of this Agreement. Enforcement of the terms and conditions of this Agreement is, and all rights of action relating to this Agreement are, strictly reserved to the Parties and their successors and assigns. Nothing contained in this Agreement will give or allow any claim or right of action by any other or third person. Other than the Parties and their respective successors and assigns, anyone receiving a benefit from this Agreement is an incidental beneficiary only and will have no rights under or pursuant to this Agreement.

12. **Governing Law; Venue**. This Agreement will be interpreted in accordance with, and governed by, the laws of the State of Colorado. Venue for any dispute will be in District Court for Eagle County, Colorado.

13. **Entire Agreement; Successors in Interest**. This Agreement contains the entire agreement among the Parties with regard to the matters set forth in it and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter of this Agreement. This Agreement is binding upon the Parties and their respective successors and assigns.

14. **Captions**. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or Section of this Agreement.

15. **Time of the Essence**. Time is of the essence in the Parties' performance of their respective obligations imposed by this Agreement.

16. **Severability**. The Parties have bargained for and negotiated the terms and provision of this Agreement based on the assumption that each and every provision is legally valid and enforceable. If a court of competent jurisdiction, notwithstanding the foregoing, holds any part, term, or provision of this Agreement to be invalid, void or unenforceable, the remaining portions or provisions of this Agreement will continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining, or would substantially deprive such Party of the benefit of its bargain. If a court order invalidates, voids, or renders unenforceable any provision that concerns a material term of this Agreement, the Parties will amend this Agreement, or in the absence of mutual agreement to amend this Agreement any Party may seek a Court order to judicially reform this Agreement, in a manner which re-establishes the equities and benefits of the bargain and most fully implements the Parties' original intent and objectives.

17. **No Construction Against Drafter; Advice of Counsel**. Each Party has consulted with their respective legal counsel concerning, and has cooperated in, the drafting and preparation of this Agreement. In construing any provision of this Agreement, any rule favoring construction against the drafter will not apply against any Party.

18. **Attorneys' Fees and Costs**. If a Party commences any legal action to interpret or enforce the terms of this Agreement, the substantially prevailing Party in any litigation, arbitration or other proceeding related thereto will be awarded its attorney fees and costs associated with responding to or prosecuting such action. In the event of multiple claims, the "substantially prevailing Party" will be determined by the court, arbitrator or similar applicable deciding body, with reference to which Party prevailed on more claims, the value of those claims, and the nature and amount of relief awarded.

19. **Facsimile/Scanned Signatures/Counterparts**. Signatures may be evidenced electronically, by facsimile or a scan. A facsimile transmitted or scanned copy of this Agreement (including a PDF) executed by a Party will be accepted as an original signature for all purposes. This Agreement may be executed in several counterparts, each of which will be construed together as one original.

20. **Effect of Termination of Agreement**. If this Agreement is terminated for any reason permitted under this Agreement prior to full implementation of Settlement pursuant to Section 8, the Parties will be returned to their respective positions in the Litigation as if no settlement was reached. The Town will have no obligation to return to Battle any portion of the funds deposited pursuant to Section 1. Except to the extent the Parties stay and/or dismiss the Litigation pursuant to this Agreement, this Agreement will have no bearing on the Litigation, and no statements made or agreed to in this Agreement will have any binding effect or influence on the Litigation.

[Signature Pages and Exhibits Follows This Page]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the Effective Date.

TOWN OF MINTURN,
a Colorado home rule municipal corporation

By: _____
Name: Earle Bidez
Title: Mayor

TOWN COUNCIL FOR THE TOWN OF MINTURN,
the legislative body of the Town of Minturn

By: _____
Name: Earle Bidez
Title: Mayor

MINTURN WATER AND SANITATION ACTIVITIES ENTERPRISE,
an enterprise fund established pursuant to C.R.S. §37-45.1-101 *et seq.*

By: _____
Name: Earle Bidez
Title: Mayor

Battle One Developer, LLLP,
a Georgia limited liability limited partnership

By: Bassel Battle Investment, Corp.,
a Colorado corporation,
its General Partner

By: _____
Name: Lorne Bassel
Title: President

Battle Two Developer, LLLP,
a Georgia limited liability limited partnership

By: Bassel Battle Investment, Corp.,
a Colorado corporation,
its General Partner

By: _____
Name: Lorne Bassel
Title: President

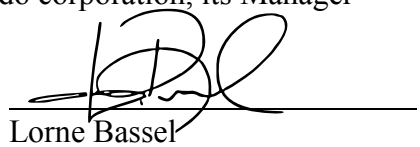
Battle North, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Battle South, LLC,
a Georgia limited liability company

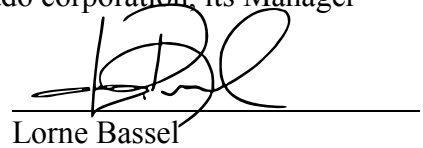
By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager



By:
Name: Lorne Bassel
Title: President

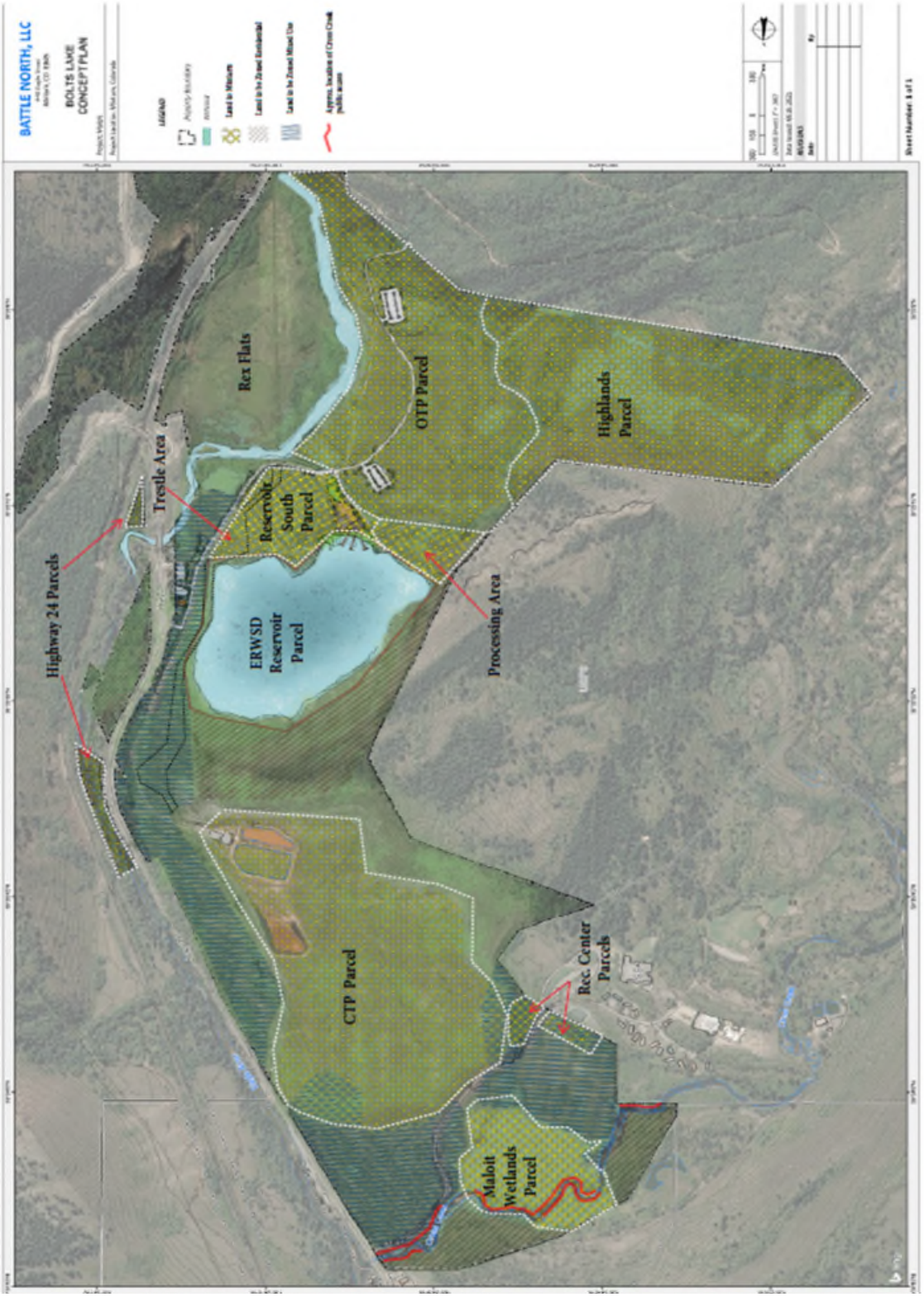
Battle One A Developer, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager



By:
Name: Lorne Bassel
Title: President

Exhibit A
Concept Plan



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

No Documentary Transfer Tax Payable.
Grantee is a political subdivision of the State of Colorado. C.R.S. § 39-13-104(1)(a)

ATTENTION:

Exhibit B
FORM OF DEED
STATUTORY FORM – C.R.S. § 38-30-113(b)]

BATTLE NORTH, LLC, a Georgia limited liability company (together with its successors and assigns, "**Grantor**"), whose street address is 164 Railroad Ave., Minturn, CO 81645, for the consideration of Ten and 00/100 Dollars ($10.00), in hand paid, and other good and valuable consideration described herein, hereby sells and conveys to TOWN OF MINTURN (together with its successors and assigns, "**Grantee**"), whose street address is _____, fee simple title to the real property that is legally described and graphically depicted at **Exhibit A** attached hereto and made a part hereof (the "**Land**"), and warrants the title to the Land against all persons claiming under Grantor; subject, however, to the following:

(a) As set forth in **Exhibit B** attached hereto and made a part hereof: (i) the easements reserved to Grantor (the "**Reserved Easement**"); and (ii) the limitations and restrictions applicable to Grantee's uses of the Land for the benefit of and appurtenant to Grantor's adjacent properties, which limitations and restrictions will run with title to the Land and be legally enforceable against Grantee and the Land by Grantor ("**Deed Restriction**"); and **[Retain or delete Deed Restriction as applicable]**

(b) The matters set forth in **Exhibit C** (the "**Exceptions**") attached hereto and made a part hereof.

Signed the ____ day of _____, 202___, to be made effective the ___ day of _____, 202___.

Battle North, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President
Date: _____, 202__

PROVINCE OF _____)
) ss:
CITY OF _____)

BE IT REMEMBERED, that on this ___ day of _____, 202__, before me the undersigned, a notary public in and for the Province and the City aforesaid, came Lorne Bassel, in his capacity as President of Bassel Battle Investment, Corp., a Colorado corporation, as Manager of Battle North LLC, a Georgia limited liability company, who is personally known to me to be the same person who executed this instrument of writing, and said person fully acknowledged this instrument to be the free act and deed of said Lorne Bassel.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

_____

Notary Public

My appointment expires: _____

Exhibit A
to Special Warranty Deed
Legal Descriptions and Graphic Depictions of the Land

(To be inserted based on approved and Recorded Exemption Plat)

Exhibit B
to Special Warranty Deed
Deed Restriction and Reserved Easement

RESERVED EASEMENT

The conveyance to Grantee of the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed is subject to Grantor's reservation of a general blanket easement (the "**Reserved Easement**") for construction, ownership, operation, maintenance, repair and replacement of existing and to be constructed utilities, roads, pedestrian crossings, sidewalks, bike paths and similar improvements (the "**Permitted Improvements**") within the Land for the benefit of Grantor's (or its successor's) land to be served by such Permitted Improvements.

The locations and engineering requirements of Permitted Improvements within the Reserved Easements will be subject to applicable Town of Minturn rules and regulations pursuant to and established by the preliminary and final plat process for development of Grantor's (or its successor's) land to be served by such Permitted Improvements.

At Grantee's election, the general, blanket Reserved Easement described above may be modified and narrowed to correspond to the final "as built" locations, configurations and legal descriptions based on the final engineering designs for the Permitted Improvements and related considerations as established in connection with the final plat process described above. If Grantee so requests in writing, Grantor and Grantee will by mutual agreement execute and Record an amendment to this Exhibit B which sets forth the specific legal description and graphic depiction of the Reserved Easement in its "as built" location and configuration established in connection with such final plat process.

DEED RESTRICTION

[Insert or delete, as applicable]

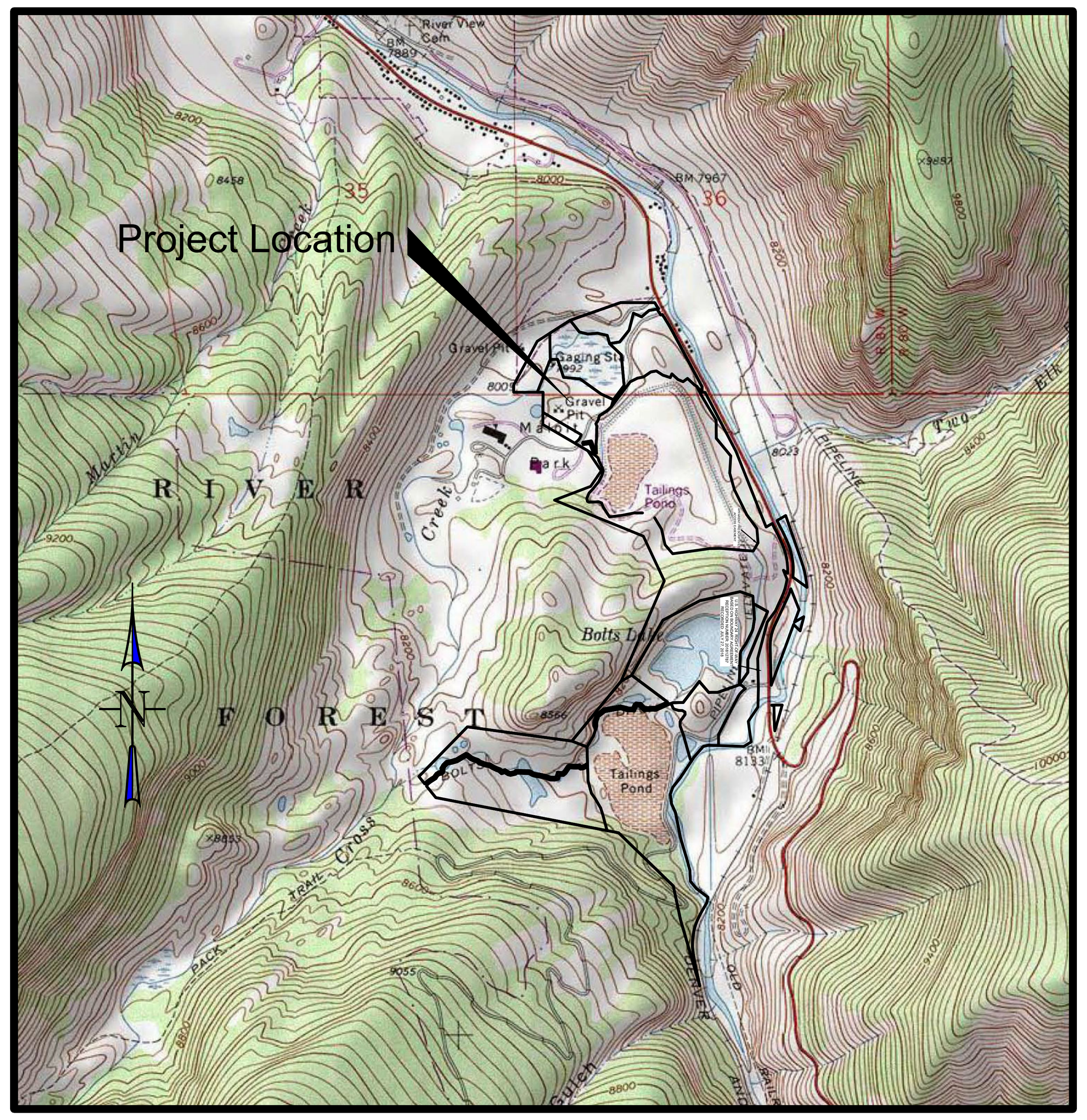
Exhibit C
to Special Warranty Deed
Exceptions

Conveyance of the Land pursuant to the foregoing Special Warranty Deed is subject to the following Exceptions:

(to be inserted/incorporate from applicable Title Commitment Schedule B-II)

BATTLE MOUNTAIN NORTH EXEMPTION PLAT   Exhibit 2

Sixteen parcels of land located in Sections 1, 2, and 11 of Township 6 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado and Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado



VICINITY MAP
SCALE: 1" = 2000'

EXEMPTION PLAT NOTES:

The purpose of this Exemption Plat is for the creation of legally conveyable (but not developable prior to recording of an approved final plat) exemption plat parcels in accordance with the requirements of Sec. 17-6-80 – Bolts Lake Exemption Plat Process, Minturn Municipal Code (MMC).

Land Not Developable. The landowner(s) of the exemption plat parcels created pursuant to this exemption plat and other parties having an interest in such exemption plat parcels hereby acknowledge that no development is permitted on such exemption plat parcels prior to recording of an approved final plat for the land included in this exemption plat. This exemption plat and the exemption plat parcels created pursuant to this exemption plat only provide for the ability to legally convey such exemption plat parcels pursuant to Section 17 6 80 of the Town Code. Subsequent applications for preliminary plat(s) and final plat(s) will be required to be processed and approved, and such approved final plat(s) must be recorded, in order to create developable lots and other parcels within the exemption plat parcels created pursuant to this exemption plat.

Municipal Water Service. The landowner(s) of the lots, tracts, blocks or parcels created pursuant to this plat and other parties having an interest in such hereby acknowledge that the Town will not provide, and will have no obligation to provide municipal water service to the lots, tracts, blocks or parcels or any improvements located within the lots, tracts, blocks or parcels. In consideration of the Town's approval of this plat, the landowner(s) and other parties having an interest in the property that have executed this plat, by so executing this plat, and all successor owners of the lots, tracts, blocks or parcels created pursuant to this plat or other parties having an interest therein, by taking title to or acquiring an interest in such, knowingly and intentionally waive any and all right to disconnection of the property arising under C.R.S. § 31 12 119 and based on failure to provide municipal services on the same general terms and conditions as the rest of the Town receives, to the extent based on the Town not providing the lots with municipal water service as described herein.

Parcel Nos. 3, 4, 10, and 12 ("Restricted Parcels") may only be conveyed to:
1. any of the Battle North Metropolitan District Nos. 1 4;
2. the Town of Minturn pursuant to the Town of Minturn's exercise of its purchase option pursuant to a separately recorded restrictive covenant;
3. to another special district, governmental or quasi-governmental entity, or other public or private entity; provided, however, with respect to a conveyance of Parcel Nos. 3 or 4 only, such entity has sufficient financial capacity, as determined by the Town of Minturn in its reasonable discretion, to perform the landowner's legal obligations as Battle North, LLC's successor pursuant to the Agreement Pertaining to Acquisition for Bolts Lake Reservoir dated February 9. 2021 by and among Eagle River Water and Sanitation District, Upper Eagle Regional Water Authority and Battle North, LLC; or
4. if the Environmental Protection Agency ("EPA")/Colorado Department of Public Health and Environment ("CDPHE") has approved conveyance of the applicable Restricted Parcel pursuant to, and the entity acquiring a Restricted Parcel executes the consents and certifications required pursuant to Section 9 of, the Administrative Settlement Agreement and Order on Consent for Response Action and Release and Waiver of CERCLA §107(r) Lien, Docket No. CERCLA-08-2018-009.

CERTIFICATE OF OWNERSHIP

Know all men by these presents that Battle North, LLC being sole owner(s) in fee simple of all that real property situated in the Town of Minturn, Eagle County, Colorado, as described in the legal description provided hereon, containing 371.4102 acres more or less; have by these presents laid out and platted the same
as shown on this plat under the name and style of BATTLE MOUNTAIN NORTH EXEMPTION PLAT, an exemption plat of lands in the Town of Minturn.

EXECUTED this _______ day of ____________________ , A.D., 20_____.

Battle North, LLC
P.O. Box 56
64 Railroad Avenue
Minturn, CO 81654

STATE OF COLORADO)
)SS
COUNTY OF EAGLE)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this_____day of

____________, A.D. 20_____, by:______________________________.

My Commission expires ____________________.
Witness my hand and official seal.

____
Notary Public

(SEAL)

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of ____________________ upon all parcels of real estate described on this plat are paid in full.

Dated this ________ day of______________________, A.D., 20______.

____
Treasurer of Eagle County

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 _________, 20__, for filing with the Clerk and Recorder of the County of Eagle, Colorado.

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

BY: ATTEST:

____
MAYOR
TOWN OF MINTURN, COLORADO

____
TOWN CLERK
TOWN OF MINTURN, COLORADO

SURVEYOR'S CERTIFICATE

I, Michael Gamba 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 the BATTLE MOUNTAIN NORTH EXEMPTION PLAT 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 such plat has been prepared in accordance with applicable standards of practice, and that such plat is not a guaranty or warranty, either expressed or implied.

In Witness Whereof, I have set my hand and seal this ______ day of ___________________, A.D., 20_____.

____
SEAL Colorado Licensed Professional Land Surveyor
Michael Gamba
License Number 28036

TITLE CERTIFICATE

__________________________does hereby certify that it has examined the Title to all lands shown upon this Plat and that Title to such lands is vested in___________________________, free and clear of all liens, and encumbrances, except as follows:

____

____.

Dated this ______ day of ____________________, A.D., 20______.

AGENT:______________________

COUNTY SURVEYOR'S CERTIFICATE

Deposited this _____ day of ___________, 20___, at _______ __.m. in Book _____ of the Eagle County Surveyor's Land Survey Plats/Rights-of-Way Surveys at Page _____. This Land Survey Plat complies with Section 38-51-102, of the Colorado Revised Statutes.

____
County Surveyor

CLERK AND RECORDERS CERTIFICATE

This Plat was filed for record in the Office of the Clerk and Recorder of Eagle County at _________ o'clock _____.M., on this _________day of_________________, 20______, and is duly recorded at Reception No. ____________

____
Clerk and Recorder

BY______________________
Deputy

EXEMPTION PLAT BOUNDARY LEGAL DESCRIPTION:

Description of Parcel of Land Containing Exemption Parcels 1 through 5 and 9 through 16:
A parcel of land located in Sections 1, 2 and 11 of Township 6 South, Range 81 West of the Sixth Principal Meridian and Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian and consisting of the following parcels: Mineral Survey 20712 - Treasury Vault Mill Site; Mineral Survey 20712 - Gold Star Mill Site; a portion of H.E.S. 41; and Mineral Survey 20745 - Mars Mill Site; along with those portions of the following parcels situated westerly of the western right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787: Nelson Addition (Book 131 Page 76); H.E.S. 40; H.E.S. 46; and Mineral Survey 20461 - Ruby Lode; along with those portions of the following parcel situated westerly of the western right-of-way for the Union Pacific Railroad as described in the D&RGW Right-of-Way and Track Map dated June 30, 1919: Mineral Survey 19500 - Brooklyn Placer; and excepting therefrom the following parcels: the parcel described in Book 380 Page 574; the Reservoir Parcel, the Dam Parcel and the Cross Creek Parcel as described in the Special Warranty Deed Recorded at Reception No. 202202329; the Inlet Parcel as described in said Special Warranty Deed Recorded at Reception No. 202202329 and as described in the Affidavit Concerning Conflicts in Descriptions of Land and Scrivener's Errors as Recorded at Reception No. 202203221; and the Rex Flat Area as described below and depicted hereon.

Said parcel is also described as being all of Tract A as described in the Land Survey Plat titled Battle Mountain North Recorded at Reception No. 201814343, and excepting therefrom the following parcels: the Reservoir Parcel, the Dam Parcel and the Cross Creek Parcel as described in the Special Warranty Deed Recorded at Reception No. 202202329; the Inlet Parcel as described in said Special Warranty Deed Recorded at Reception No. 202202329 and as described in the Affidavit Concerning Conflicts in Descriptions of Land and Scrivener's Errors as Recorded at Reception No. 202203221; and the Rex Flats Parcel as described below and depicted hereon.

Said parcel being more particularly described as follows:
Beginning at the Southwesterly corner of a parcel of land described in Book 131 page 76 said point also being the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place whence the South Quarter corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place bears N 89°58'35" E a distance of 2,694.09 feet; thence the following five courses along the northwesterly boundary of said parcel described in Book 131 page 76:
1. N 00°20'54" W a distance of 99.96 feet along the west line of said Section 36;
2. N 28°13'18" E a distance of 715.35 feet;
3. N 57°23'50" E a distance of 557.58 feet;
4. N 70°47'50" E a distance of 762.18 feet;
5. N 89°56'50" E a distance of 491.19 feet to a point on said westerly right-of-way of U.S. Highway 24;

thence the following two courses along said westerly right-of-way of U.S. Highway 24:
1. 57.85 feet along the arc of a non-tangent curve to the left having a radius of 756.30 feet, a central angle of 04°22'58", and the chord bears S 30°36'24" E a distance of 57.84 feet;
2. S 32°47'53" E a distance of 46.35 feet to a point on the northerly boundary of a parcel of land described in a Special Warranty Deed recorded at Reception No. 201514284;

thence the following three courses along said parcel described in Reception No. 201514284:
1. S 57°17'27" W a distance of 21.85 feet;
2. S 32°42'33" E a distance of 88.54 feet;
3. N 80°39'32" E a distance of 23.97 feet to a point on said westerly right-of-way of U.S. Highway 24;

thence the following three courses along said westerly right-of-way of U.S. Highway 24:
1. S 32°47'53" E a distance of 54.60 feet
2. 228.45 feet along the arc of a non tangent curve to the right having a radius of 2,825.00 feet, a central angle of 04°38'00", and the chord bears S 30°28'53" E a distance of 228.39 feet;
3. S 28°09'53" E a distance of 895.89 feet to a point on the easterly boundary of said parcel described in Book 131 page 76;

thence along said easterly boundary S 00°10'02" W a distance of 77.04 feet to the South Quarter corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place said point also being Angle Point 1 of Homestead Entry Survey (H.E.S.) No. 46, Township 6 South, Range 81 West of the Sixth Principal Meridian; thence along line 1-2 of said H.E.S. No. 46 S 89°38'32" E a distance of 41.61 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following two courses along said westerly right-of-way of U.S. Highway 24:
1. S 28°09'53" E a distance of 149.51 feet;
2. S 27°31'53" E a distance of 807.36 feet to a point on line 1-2 of Homestead Entry Survey (H.E.S.) No. 40 Township 6 South, Range 81 West of the Sixth Principal Meridian;

thence along said line 1-2 of H.E.S. No. 40 S 21°45'15" E a distance of 1,161.84 feet to a point on line 1-2 of Mineral Survey 20461 "Ruby Lode"; thence along said line1-2 of Mineral Survey 20461 "Ruby Lode" N 59°21'27" E a distance of 100.96 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following six courses along said westerly right-of-way:
1. S 24°22'53" E a distance of 31.22 feet;
2. 76.61 feet along the arc of a tangent curve to the left having a radius of 800.00 feet, a central angle of 05°29'13", and the chord bears S 27°07'29" E a distance of 76.58 feet;
3. 75.27 feet along the arc of a tangent curve to the right having a radius of 800.00 feet, a central angle of 05°23'27", and the chord bears S 27°10'22" E a distance of 75.24 feet;
4. S 24°28'38" E a distance of 57.10 feet;
5. S 24°28'38" E a distance of 79.86 feet;
6. 436.38 feet along the arc of a non tangent curve to the right having a radius of 915.00 feet, a central angle of 27°19'32", and the chord bears S 10°48'52" E a distance of 432.26 feet to a point on line 2-3 of said Mineral Survey 20461 "Ruby Lode";

thence along said 2-3 line of Mineral Survey 20461 "Ruby Lode" N 53°55'33" W a distance of 74.99 feet to a point on said line 1-2 of H.E.S. No. 40; thence along said line 1-2 of H.E.S. No. 40 S 21°45'15" E a distance of 140.75 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following six courses along said westerly right-of-way of U.S. Highway 24:
1. 262.58 feet along the arc of a non tangent curve to the right having a radius of 915.00 feet, a central angle of 16°26'33", and the chord bears S 16°31'05" W a distance of 261.68 feet;
2. S 24°44'22" W a distance of 216.35 feet;
3. S 35°45'52" W a distance of 205.41 feet;
4. S 14°36'41" W a distance of 532.15 feet;
5. S 01°15'09" E a distance of 429.27 feet;
6. S 01°25'41" W a distance of 268.53 feet to a point on line 3-4 of said H.E.S. No. 40;

thence along said 3-4 line of H.E.S. No. 40 S 33°56'45" W a distance of 246.93 feet to Angle Point 4 of said H.E.S. No. 40 said point also being Angle Point 8 of Homestead Entry Survey (H.E.S.) No. 41, Township 6 South, Range 81 West of the Sixth Principal Meridian; thence along line 7-8 of said H.E.S. No. 41 S 08°01'50" E a distance of 294.82 feet to the center of the Eagle River, said point also being on the boundary of the Rex Flats exception parcel; thence the following fifteen courses along said center of the Eagle River and boundary of the Rex Flats Exception Parcel:
1. S 58°05'40" W a distance of 123.33 feet;
2. N 88°07'28" W a distance of 508.06 feet;
3. S 76°34'22" W a distance of 74.00 feet;
4. S 40°53'40" W a distance of 200.00 feet;
5. S 33°39'49" W a distance of 356.87 feet;
6. S 38°27'21" W a distance of 172.00 feet;
7. S 19°18'51" W a distance of 106.00 feet;
8. S 07°08'39" E a distance of 140.00 feet;
9. S 24°25'48" E a distance of 132.00 feet;
10. S 11°21'54" E a distance of 374.00 feet;
11. S 16°33'40" E a distance of 326.72 feet;
12. S 15°15'48" E a distance of 154.00 feet;
13. S 02°48'58" E a distance of 158.00 feet;
14. S 39°00'16" E a distance of 132.00 feet;
15. S 53°11'20" E a distance of 209.22 feet to a point on said westerly right-of-way of the Union Pacific Railroad;

Thence the following two courses along said westerly right-of-way of the Union Pacific Railroad:
1. 37.95 feet along the arc of a non tangent curve to the left having a radius of 836.49 feet, a central angle of 02°35'59", and the chord bears S 13°13'46" W a distance of 37.95 feet, said curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;
2. 47.98 feet along the arc of a tangent curve to the left having a radius of 3,919.72 feet, a central angle of 00°42'05", and the chord bears S 11°34'44" W a distance of 47.98 feet, said curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;

Thence the following five courses along said westerly right-of-way of the Union Pacific Railroad, said right-of-way being parallel to and offset 25.00 feet westerly from the centerline of the western corridor of said Union Pacific Railroad:
1. S 30°39'47" W a distance of 44.76 feet;
2. 141.71 feet along the arc of a tangent curve to the left having a radius of 4,816.15 feet, a central angle of 01°41'09", and the chord bears S 29°49'12" W a distance of 141.70 feet;
3. 577.95 feet along the arc of a tangent curve to the left having a radius of 873.26 feet, a central angle of 37°55'13", and the chord bears S 10°01'01" W a distance of 567.46 feet;
4. 132.72 feet along the arc of a tangent curve to the left having a radius of 2,684.59 feet, a central angle of 02°49'57", and the chord bears S 10°21'34" E a distance of 132.70 feet;
5. S 11°46'32" E a distance of 338.53 to a point on line 5-6 of Mineral Survey 19500 "Brooklyn Placer";

thence along said line 5-6 of Mineral Survey 19500 "Brooklyn Placer" N 16°11'23" W a distance of 982.56 feet to Angle Point 6 of said Mineral Survey 19500 "Brooklyn Placer"; thence along line 6-7 of said Mineral Survey 19500 "Brooklyn Placer" N 12°07'10" W a distance of 494.47 feet to Angle Point 3 of Mineral Survey 20745 "Mars Mill Site"; thence along line 2-3 of said Mineral Survey 20745 "Mars Mill Site" N 45°47'44" W a distance of 1,091.01 feet to Angle Point 2 of said Mineral Survey 20745 "Mars Mill Site" said point also being on line 5-6 of said H.E.S. No. 41;
thence the following two courses along said H.E.S. No. 41:
1. along line 5-6 N 79°06'56" W a distance of 2,661.26 feet to Angle Point 5;
2. along line 4-5 N 38°40'30" W a distance of 209.77 feet to a point on the southern boundary of said Cross Creek Parcel as described in the Special Warranty Deed Recorded at Reception No. 202202329;

Thence the following 106 courses along the boundary of said Cross Creek Parcel:
1. thence N 32°39'21" E a distance of 34.75 feet;
2. thence N 51°22'40" E a distance of 51.83 feet;
3. thence N 57°17'27" E a distance of 89.93 feet;
4. thence N 28°51'58" E a distance of 24.41 feet;
5. thence N 37°59'43" E a distance of 29.27 feet;
6. thence N 59°32'43" E a distance of 22.18 feet;
7. thence N 79°41'59" E a distance of 25.13 feet;
8. thence N 59°28'21" E a distance of 30.15 feet;
9. thence N 29°00'22" E a distance of 29.94 feet;
10. thence N 01°30'29" E a distance of 23.62 feet;
11. thence N 15°41'15" W a distance of 14.06 feet;
12. thence N 30°19'19" E a distance of 37.81 feet;
13. thence N 45°20'15" E a distance of 51.79 feet;
14. thence N 80°43'22" E a distance of 53.65 feet;
15. thence N 74°01'07" E a distance of 86.71 feet;
16. thence N 59°31'42" E a distance of 150.01 feet;
17. thence S 76°40'51" E a distance of 4.89 feet;
18. thence S 50°54'02" E a distance of 69.09 feet;
19. thence S 65°50'54" E a distance of 56.39 feet;
20. thence S 72°43'32" E a distance of 40.40 feet;
21. thence S 55°22'06" E a distance of 55.95 feet;
22. thence S 71°34'21" E a distance of 90.41 feet;
23. thence S 81°19'48" E a distance of 47.48 feet;
24. thence S 57°21'03" E a distance of 46.85 feet;
25. thence S 64°54'54" E a distance of 57.96 feet;
26. thence S 69°30'00" E a distance of 49.60 feet;
27. thence S 46°49'29" E a distance of 50.03 feet;
28. thence N 71°56'14" E a distance of 49.41 feet;
29. thence S 58°11'01" E a distance of 52.28 feet;
30. thence S 74°03'40" E a distance of 40.77 feet;
31. thence N 77°15'36" E a distance of 75.21 feet;
32. thence N 47°40'31" E a distance of 20.60 feet;
33. thence N 89°12'17" E a distance of 46.06 feet;
34. thence S 87°39'42" E a distance of 129.61 feet;
35. thence S 59°38'48" E a distance of 51.42 feet;
36. thence S 71°30'33" E a distance of 35.23 feet;
37. thence S 82°12'51" E a distance of 56.44 feet;
38. thence S 77°43'20" E a distance of 102.54 feet;
39. thence S 70°35'49" E a distance of 69.37 feet;
40. thence S 87°25'05" E a distance of 67.65 feet;
41. thence N 76°07'16" E a distance of 57.57 feet;
42. thence N 13°39'39" E a distance of 56.99 feet;
43. thence S 85°50'53" E a distance of 54.66 feet;
44. thence N 50°35'41" E a distance of 44.30 feet;
45. thence N 34°29'42" E a distance of 94.91 feet;
46. thence N 69°09'13" E a distance of 10.47 feet;
47. thence S 86°10'16" E a distance of 77.90 feet;
48. thence N 84°39'57" E a distance of 44.39 feet;
49. thence S 53°23'43" E a distance of 27.94 feet;
50. thence N 88°59'36" E a distance of 39.34 feet;
51. thence N 65°07'19" E a distance of 52.13 feet;
52. thence N 54°04'58" E a distance of 22.36 feet;
53. thence N 11°51'41" W a distance of 38.71 feet;
54. thence N 14°44'58" W a distance of 4.99 feet;
55. thence S 54°04'58" W a distance of 36.08 feet
56. thence S 65°07'19" W a distance of 39.81 feet;
57. thence S 88°59'36" W a distance of 17.27 feet;
58. thence N 53°23'43" W a distance of 29.64 feet;
59. thence S 84°39'57" W a distance of 56.51 feet;
60. thence N 86°10'16" W a distance of 83.45 feet;
61. thence S 69°09'13" W a distance of 31.70 feet;
62. thence S 34°29'42" W a distance of 101.73 feet;
63. thence S 50°35'41" W a distance of 22.66 feet;
64. thence N 85°50'53" W a distance of 72.54 feet;
65. thence S 13°39'39" W a distance of 66.59 feet;
66. thence S 76°07'16" W a distance of 27.53 feet;
67. thence N 87°25'05" W a distance of 55.95 feet;
68. thence N 70°35'49" W a distance of 65.95 feet;
69. thence N 77°43'20" W a distance of 106.59 feet;
70. thence N 82°12'51" W a distance of 54.26 feet;
71. thence N 71°30'33" W a distance of 27.33 feet;
72. thence N 59°38'48" W a distance of 57.24 feet;
73. thence N 87°39'42" W a distance of 140.68 feet;
74. thence S 89°12'17" W a distance of 62.32 feet;
75. thence S 47°40'31" W a distance of 25.21 feet;
76. thence S 77°15'36" W a distance of 54.42 feet;
77. thence N 74°03'40" W a distance of 24.97 feet;
78. thence N 58°11'01" W a distance of 65.31 feet;
79. thence S 71°56'14" W a distance of 44.33 feet;
80. thence N 46°49'29" W a distance of 34.38 feet;
81. thence N 69°30'00" W a distance of 56.02 feet;
82. thence N 64°54'54" W a distance of 53.72 feet;
83. thence N 57°21'03" W a distance of 52.70 feet;
84. thence N 81°19'48" W a distance of 52.56 feet;
85. thence N 71°34'21" W a distance of 81.30 feet;
86. thence N 55°22'06" W a distance of 56.36 feet;
87. thence N 72°43'32" W a distance of 44.10 feet;
88. thence N 65°50'54" W a distance of 48.74 feet;
89. thence N 50°54'02" W a distance of 73.00 feet;
90. thence N 76°40'51" W a distance of 30.12 feet;
91. thence S 59°31'42" W a distance of 161.00 feet;
92. thence S 74°01'07" W a distance of 79.28 feet;
93. thence S 80°43'22" W a distance of 64.07 feet;
94. thence S 45°20'15" W a distance of 69.82 feet;
95. thence S 30°19'19" W a distance of 60.07 feet;
96. thence S 15°41'15" E a distance of 25.00 feet;
97. thence S 01°30'29" W a distance of 7.78 feet;
98. thence S 29°00'22" W a distance of 9.26 feet;
99. thence S 59°28'21" W a distance of 12.12 feet;
100. thence S 79°41'59" W a distance of 25.11 feet;
101. thence S 59°32'43" W a distance of 36.90 feet;
102. thence S 37°59'43" W a distance of 40.08 feet;
103. thence S 28°51'58" W a distance of 17.48 feet;
104. thence S 57°17'27" W a distance of 81.86 feet;
105. thence S 51°22'40" W a distance of 60.49 feet;
106. thence S 32°39'21" W a distance of 27.83 feet to a point on said line 4-5 of H.E.S. No. 41;

thence the following four courses along the boundary of said H.E.S. No. 41:
1. along line 4-5 N 38°40'30" W a distance of 133.84 feet to Angle Point 4;
2. along line 3-4 N 44°15'35" E a distance of 992.47 feet to Angle Point 3;
3. along line 2-3 S 82°15'42" E a distance of 1,508.05 feet to Angle Point 2;
4. along line 1-2 N 39°24'50" E a distance of 1,104.62 feet to Angle Point 1 said point also being Angle Point 5 of H.E.S. No. 40;

thence the following two courses along said H.E.S. No. 40:
1. along line 5-6 N 23°21'23" E a distance of 1,564.21 feet to Angle Point 6;
2. along line 6-7 N 25°10'25" W a distance of 707.61 feet to Angle Point 2 of Mineral Survey 20712 "Gold Star Mill Site";

thence along line 2-3 of said Mineral Survey 20712 "Gold Star Mill Site" N 67°56'00" W a distance of 967.24 feet to Angle Point 3 of said Mineral Survey 20712 "Gold Star Mill Site" said point also being Angle Point 3 of Mineral Survey 20712 "Treasury Vault Mill Site"; thence along line 3-4 of said Mineral Survey 20712 "Treasury Vault Mill Site" N 67°56'00" W a distance of 403.10 feet to Angle Point 4 of said Mineral Survey 20712 "Treasury Vault Mill Site" said point also being on line 3-4 of said H.E.S. No. 46; thence along line 3-4 of said H.E.S. No. 46 N 69°12'00" E a distance of 553.58 feet to a point on a parcel described in Book 380 Page 574;
thence the following four courses along the easterly boundary of said parcel described in Book 380 Page 574:
1. N 34°17'20" E a distance of 269.23 feet;
2. N 33°47'30" W a distance of 346.69 feet;
3. N 59°40'30" W a distance of 743.48 feet;
4. N 00°15'50" E a distance of 459.11 feet to a point on line 1-7 of said H.E.S. No. 46 said point also being on the South line of said Section 36;

thence along said line 1-7 of H.E.S. No. 46 and along the South line of said Section 36 S 89°58'35" W a distance of 420.19 feet to the Point of Beginning, containing 408.0185 acres more or less.

Excepting therefrom the following parcel:

Reservoir, Dam and Inlet Exception Parcel:
A parcel of land consisting of the Reservoir Parcel and the Dam Parcel as described in the Special Warranty Deed Recorded at Reception No. 202202329; and the Inlet Parcel in the Affidavit Concerning Conflicts in Descriptions of Land and Scrivener's Errors as Recorded at Reception No. 202203221; said Exception Parcel being more particularly described as follows:
Beginning at a point on the westerly boundary of said Reservoir Parcel as described in the Special Warranty Deed Recorded at Reception No. 202202329, whence Angle Point 1 of said H.E.S. 41, said point also being Angle Point 5 of said H.E.S. 40, bears S 60°17'10" W a distance of 176.92 feet; thence the following five courses along the boundary of said Reservoir Parcel:
1. thence N 29°33'21" E a distance of 904.04 feet;
2. thence N 62°05'59" E a distance of 597.19 feet;
3. thence N 77°20'34" E a distance of 590.72 feet;
4. thence S 70°32'11" E a distance of 192.32 feet;
5. thence S 03°57'24" E a distance of 107.38 feet to a point on the northern boundary of said Dam Parcel as described in the Special Warranty Deed Recorded at Reception No. 202202329;

thence the following four courses along the boundary of said Dam Parcel:
1. thence S 61°06'46" E a distance of 234.05 feet;
2. thence S 22°22'09" W a distance of 746.23 feet;
3. thence S 00°00'00" E a distance of 181.43 feet;
4. thence S 34°56'03" W a distance of 213.62 feet to a point on the southern boundary of said Reservoir Parcel as described in the Special Warranty Deed Recorded at Reception No. 202202329;

thence the following five courses along the boundary of said Reservoir Parcel:
1. thence S 70°24'37" W a distance of 321.43 feet;
2. thence S 88°25'20" W a distance of 133.35 feet;
3. thence N 40°19'27" W a distance of 209.57 feet;
4. thence S 37°10'39" W a distance of 380.51 feet;
5. thence S 88°48'40" W a distance of 148.79 feet to a point on the southerly boundary of said Inlet Parcel as described in the Affidavit Concerning Conflicts in Descriptions of Land and Scrivener's Errors as Recorded at Reception No. 202203221;

thence the following 31 courses along the boundary of said Inlet Parcel:
1. thence S 66°03'04" W a distance of 257.18 feet;
2. thence S 87°52'49" W a distance of 180.21 feet;
3. thence N 43°32'09" W a distance of 87.98 feet;
4. thence N 87°20'19" W a distance of 40.88 feet;
5. thence S 22°13'41" W a distance of 75.43 feet;
6. thence S 89°25'59" W a distance of 86.49 feet;

SHEET NO. 1

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602
GAMBA ENGINEERING & SURVEYING

EXEMPTION PLAT

DRAWN BY:	BK
CHKD BY:	MJG
DATE:	JUNE 21, 2024
PROJECT:	05554-04
SCALE:	NO SCALE
SHEET:	1 OF 12
DRAWING:	Exemption Plat Cover Sheet 20240621.dwg
DIRECTORY:	I:\GVWF\05554\2024-Exemption Plat\

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY

7. thence N 75°30'49" W a distance of 119.31 feet;
8. thence S 80°01'14" W a distance of 226.60 feet;
9. thence S 51°21'28" W a distance of 119.19 feet;
10. thence S 10°13'05" W a distance of 23.36 feet;
11. thence S 23°06'54" W a distance of 18.18 feet;
12. thence S 17°36'42" W a distance of 48.19 feet;
13. thence S 02°34'28" E a distance of 35.56 feet;
14. thence S 24°43'37" W a distance of 4.16 feet;
15. thence S 10°13'05" W a distance of 16.93 feet;
16. thence S 19°01'53" W a distance of 43.817 feet;
17. thence N 24°43'37" W a distance of 57.52 feet;
18. thence N 02°34'28" W a distance of 50.51 feet;
19. thence N 17°36'42" E a distance of 57.23 feet;
20. thence N 23°06'54" E a distance of 15.58 feet;
21. thence N 10°13'05" E a distance of 33.85 feet;
22. thence N 51°21'28" E a distance of 144.42 feet;
23. thence N 80°01'14" E a distance of 245.49 feet;
24. thence S 75°30'49" E a distance of 122.70 feet;
25. thence N 89°25'59" E a distance of 54.63 feet;
26. thence N 22°13'41" E a distance of 55.35 feet;
27. thence N 51°17'35" E a distance of 30.98 feet;
28. thence S 87°20'19" E a distance of 69.22 feet;
29. thence S 43°32'05" E a distance of 86.00 feet;
30. thence N 87°52'49" E a distance of 154.45 feet;
31. thence N 66°03'04" E a distance of 185.03 feet to a point on the southerly boundary of said Reservoir Parcel as described in the Special Warranty Deed Recorded at Reception No. 202202329;

thence N 53°11'01" W a distance of 639.38 feet along the boundary of said Reservoir Parcel to the Point of Beginning, said exception parcel containing 45.5703 acres more or less.

The total area of the Parcel of Land Containing Exemption Parcels 1 through 5 and 9 through 16, excluding the above described Exception Parcel is 362.4482 acres more or less.

Rex Flats Exception Parcel:

As stated above, the Parcel of Land Containing Exemption Parcels 1 through 5 and 9 through 16
is also described as being all of Tract A as described in the Land Survey Plat titled Battle Mountain North Recorded at Reception No. 201814343, and excepting therefrom the following parcels: the Reservoir Parcel, the Dam Parcel and the Cross Creek Parcel as described in the Special Warranty Deed Recorded at Reception No. 202202329; the Inlet Parcel as described in said Special Warranty Deed Recorded at Reception No. 202202329 and as described in the Affidavit Concerning Conflicts in Descriptions of Land and Scrivener's Errors as Recorded at Reception No. 202203221; and the Rex Flats Area as described below and depicted hereon.

Therefore, although the Exemption Plat does not include the Rex Flats Parcel, and the Rex Flats Parcel is not created by the Exemption Plat, for reference purposes as stated above, the legal description for the Rex Flats Parcel is provided as follows:
A parcel of land located in Sections 1, 2, 11 and 12 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of the following parcels: a portion of H.E.S. 41; along with those portions of Mineral Survey 19856 - River Bend Mill Site situated westerly of the western right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787; along with those portions of the following parcels situated westerly of the western right-of-way for the Union Pacific Railroad as described in the D&RGW Right-of-Way and Track Map dated June 30, 1919: Mineral Survey 20043 - May No. 5 Lode; Mineral Survey 20257 - May No. 14 Lode; and Mineral Survey 19500 - Brooklyn Placer;
Said parcel being more particularly described as follows:
Beginning at corner number 8 of MS 19856 River Bend Mill Site, whence angle point 7 of H.E.S. 41 being an original stone monument bears S 08°01'50" E a distance of 285.50 feet; thence along the boundary line 8-9 of said Mineral Survey 19856 "River Bend Mill Site" N 73°03'36" E a distance of 114.40 feet to Angle Point 9 of said Mineral Survey 19856 "River Bend Mill Site"; thence along line 1-9 of said Mineral Survey 19856 "River Bend Mill Site" N 00°06'36" E a distance of 101.02 feet to a point on the southwesterly right-of-way of said U.S. Highway 24; thence along said southwesterly right-of-way of U.S. Highway 24, S 55°00'36" E a distance of 95.06 feet to a point on line 3-4 of said Mineral Survey 19856 "River Bend Mill Site"; thence along said line 3-4 of Mineral Survey 19856 "River Bend Mill Site" S 11°05'59" W a distance of 246.97 feet to a point on line 1-2 of Mineral Survey 20257 "May No. 14"; thence along said line 1-2 of Mineral Survey 20257 "May No. 14" N 38°38'30" E a distance of 23.65 feet to a point on the westerly right-of-way of Union Pacific Railroad as described in D&RGW Right-of-Way and Track Map dated June 30, 1919; thence the following four courses along said westerly right-of-way of Union Pacific Railroad, said right-of-way being parallel to and offset 25-feet westerly from the centerline of the main line of said Union Pacific Railroad as constructed and in place in the year of 2018:

1. S 14°36'28" W a distance of 130.66 feet;
2. thence 299.94 feet along the arc of a tangent curve to the right having a radius of 29,800.64 feet, a central angle of 00°34'36", and the chord bears S 14°53'46" W a distance of 299.94 feet;
3. thence 346.51 feet along the arc of a tangent curve to the right having a radius of 1,687.09 feet, a central angle of 11°46'05", and the chord bears S 21°04'06" W a distance of 345.90 feet;
4. thence 117.33 feet along the arc of a tangent curve to the right having a radius of 2,298.64 feet, a central angle of 02°55'28", and the chord bears S 28°24'53" W a distance of 117.31 feet to a point on the 5-6 line of the unpatented Astor-Eureka Placer as described in the Location Certificate recorded in Book 8 Page 77;

Thence the following five courses along said westerly right-of-way of the Union Pacific Railroad as described:

1. thence along said 5-6 line S 89°10'02" W a distance of 66.59 feet to a line which is parallel to and offset 82-feet westerly from the centerline of the main line of said Union Pacific Railroad as constructed and in place in the year of 2018;
2. thence along said line which is parallel to and offset 82-feet westerly from the centerline of the main line of said Union Pacific Railroad as constructed and in place in the year of 2018, S 30°39'47" W a distance of 22.42 feet to the 6-1 line of said Astor-Eureka Placer
3. thence along the 6-1 line of said Astor-Eureka Placer S 00°49'58" E a distance of 109.10 feet to a line which is parallel to and offset 25-feet westerly from the centerline of the main line of said Union Pacific Railroad as constructed and in place in the year of 2018;
4. thence S 30°39'47" W a distance of 884.09 feet along a line which is parallel to and offset 25.00 feet westerly from the centerline of the main line of said Union Pacific Railroad as constructed and in place in the year of 2018 to a point on the 1-2 line of the unpatented Henry Clay Lode as described in the Location Certificate recorded in Book 7 Page 298;
5. thence along said 1-2 line of the Henry Clay Lode N 13°07'52" W a distance of 39.09 feet to a point on a line which is parallel to and offset 100.00 feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;

Thence N 53°11'20" W a distance of 209.22 feet to a point on the centerline of the Eagle River;
Thence the following 14 courses along the centerline of the Eagle River:

1. thence N 39°00'16" W a distance of 132.00 feet;
2. thence N 02°48'58" W a distance of 158.00 feet;
3. thence N 15°15'48" W a distance of 154.00 feet;
4. thence N 16°33'40" W a distance of 326.72 feet;
5. thence N 11°21'54" W a distance of 374.00 feet;
6. thence N 24°25'48" W a distance of 132.00 feet;
7. thence N 07°08'39" W a distance of 140.00 feet;
8. thence N 19°18'51" E a distance of 106.00 feet;
9. thence N 39°27'21" E a distance of 72.00 feet;
10. thence N 33°39'49" E a distance of 356.87 feet;
11. thence N 40°53'40" E a distance of 200.00 feet;
12. thence N 76°34'22" E a distance of 74.00 feet;
13. thence S 88°07'28" E a distance of 508.06 feet;
14. thence N 58°05'40" E a distance of 123.33 feet to a point on line 7-8 of said H.E.S. No. 41;

thence along said line 7-8 of said H.E.S. No. 41 S 08°01'50" E a distance of 387.68 feet to corner number 8 of said MS 19856 River Bend Mill Site, said point also being the Point of Beginning; said exception parcel containing 43.7795 acres more or less.

Parcel 8 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Mineral Survey 20461 Ruby and Sapphire Lodes situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way of the Union Pacific Railroad as described in D&RGW Right-of-Way and Track Map dated June 30, 1919; said parcel also being described as all of Tract B as described in the Land Survey Plat titled Battle Mountain North Recorded at Reception No. 201814343; said parcel being more particularly described as follows:
Beginning at a point on the 1-2 line of Mineral Survey 20461 Sapphire Lode and the intersection of the western right-of-way of the Union Pacific Railroad, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 65°38'07" W a distance of 4,268.70 feet; thence the following three courses along said west right-of-way of the Union Pacific Railroad:
1. S 19°13'15" E a distance of 625.71 feet;
2. 147.38 feet along the arc of a tangent curve to the right having a radius of 3365.06 feet, a central angle of 02°30'34", and the chord bears S 17°57'58" E a distance of 147.37 feet;
3. 301.02 feet along the arc of a tangent curve to the right having a radius of 1,286.60 feet, a central angle of 13°24'19", and the chord bears S 10°00'31" E a distance of 300.34 feet to a point on the 2-3 line of said Mineral Survey 20461 Ruby Lode;

thence along said 2-3 line of Mineral Survey 20461 Ruby Lode N 53°55'33" W a distance of 246.47 feet to a point on the easterly right-of-way of U.S. Highway 24;
thence the following five courses along said easterly right-of-way of U.S. Highway 24:
1. 526.06 feet along the arc of a non tangent curve to the left having a radius of 994.91 feet, a central angle of 30°17'42", and the chord bears N 09°19'47" W a distance of 519.95 feet;
2. N 24°28'38" W a distance of 137.00 feet;
3.82.80 feet along the arc of a tangent curve to the left having a radius of 880.00 feet, a central angle of 05°23'27", and the chord bears N 27°10'21" W a distance of 82.77 feet;
4. 68.95 feet along the arc of a tangent curve to the right having a radius of 720.00 feet, a central angle of 05°29'13", and the chord bears N 27°07'29" W a distance of 68.92 feet;
5. N 24°22'53" W a distance of 40.00 feet to a point on the 1-2 line of Mineral Survey 20461 Ruby Lode;

thence along said 1-2 line of Mineral Survey 20461 Ruby Lode N 59°21'27" E a distance of 86.36 feet to corner number 1 of Mineral Survey 20461 Ruby Lode said point also being corner number 1 of Mineral Survey 20461 Sapphire Lode; thence along the 1-2 line of said Mineral Survey 20461 Sapphire Lode N 59°21'07" E a distance of 55.86 feet to the point of beginning, Parcel 8 containing 2.8116 acres more or less.

Parcel 7 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad; said parcel also being described as all of Tract C as described in the Land Survey Plat titled Battle Mountain North Recorded at Reception No. 201814343; said parcel being more particularly described as follows:
Beginning at Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet; thence along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 192.30 feet to a point on the 1-2 line of Mineral Survey 20461 Puritan Lode;
thence along said 1-2 line of said Mineral Survey 20461 Puritan Lode N 59°22'30" E a distance of 155.38 feet to a point on the western right-of-way of the Union Pacific Railroad as described in D&RGW Right-of-Way and Track Map dated June 30, 1919; thence along said western right-of-way of the Union Pacific Railroad the following two courses:
1. 26.42 feet along the arc of a non tangent curve to the right having a radius of 2408.63 feet, a central angle of 00°37'43", and the chord bears S 14°03'37" W a distance of 26.42 feet;
2. 184.39 feet along the arc of a tangent curve to the right having a radius of 58445.82 feet, a central angle of 00°10'51", and the chord bears S 14°27'54" W a distance of 184.39 feet to a point on the 2-3 line of the Mineral Survey 20461 Puritan Lode;

thence along said 2-3 line of the Mineral Survey 20461 Puritan Lode N 45°06'44" W a distance of 131.43 feet to the 2-3 line of said H.E.S. 40; thence along said 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 927.03 feet to a point on the eastern right-of-way of U.S. Highway 24; thence the following four courses along said eastern right-of-way of U.S. Highway 24:
1. N 01°30'38" W a distance of 546.68 feet;
2. 309.80 feet along the arc of a tangent curve to the right having a radius of 676.20 feet, a central angle of 26°15'00", and the chord bears N 11°36'52" E a distance of 307.10 feet;
3. N 24°44'22" E a distance of 422.47 feet;
4.160.49 feet along the arc of a non tangent curve to the left having a radius of 994.91 feet, a central angle of 09°14'33", and the chord bears N 20°07'06" E a distance of 160.32 feet to a point on the 1-2 line of said H.E.S. 40;
thence along said 1-2 line of said H.E.S. 40 S 21°45'15" E a distance of 321.76 feet; to the point of beginning, Parcel 7 containing 5.5781 acres more or less.

Parcel 6 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Mineral Survey 19856 - River Bend Mill Site situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787; said parcel also being described as all of Tract D as described in the Land Survey Plat titled Battle Mountain North Recorded at Reception No. 201814343; said parcel being more particularly described as follows:
Beginning at Corner No. 2 of said River Bend Mill Site, being a 2-1/2" U.S.D.A. Aluminum Cap marked "2 MS 19856 LS 7235 1988", whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 40°38'51" W a distance of 5,894.14 feet; thence along the 2-3 line of said River Bend Mill Site S 15°52'59" W a distance of 381.86 feet to a point on the eastern right-of-way of U.S. Highway 24; thence the following four courses along the easterly right-of-way of U.S. Highway 24:
1. 82.50 feet along the arc of a non tangent curve to the right having a radius of 646.20 feet, a central angle of 07°18'55", and the chord bears N 05°10'06" W a distance of 82.45 feet;
2. N 01°30'38" W a distance of 282.09 feet;
3. S 88°29'22" W a distance of 30.00 feet;
4. N 01°30'38" W a distance of 4.26 feet to a point on the 1-2 line of said River Bend Mill Site;
thence S 89°53'21" E a distance of 149.47 feet along said 1-2 line of said River Bend Mill Site to the point of beginning, Parcel 6 containing 0.5254 acres more or less.

The total area of Land included within the Exemption Plat, and Containing Exemption Parcels 1 through 16, is 371.3632 acres more or less.

SURVEY NOTES:

1. The bearings shown hereon are based on a bearing of N 89°58'35" E along the South line of Section 36, Township 5 South, Range 81 West of the 6th Principal Meridian as measured between the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place and the South Quarter corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place. The measured distance between the Southwest corner and the South Quarter corner of said Section 36 is 2,694.09 feet.
2. The unit of measure for this survey is the U.S. Survey Foot.
3. The field measurements and observations for this survey will be performed in May of 2024.
4. The Highway 24 Right of Way depicted hereon is based on the Colorado Department of Transportation U.S. Highway 24 Boundary Agreement approved July 20, 2018 and recorded in the Eagle County Clerk and Recorder's office July 27, 2018 at reception number 201812787, which amends FAP 292-B revised plat date January 29, 1929, FAP 78-R Right of Way Map No. 1A revised plat date September 11, 1929, FAP No. BRF 024-1(24) revised plat date July 28, 1989, FAP No. 78(2) revised plat date July 10, 1939, and FAP No. 182-A(2) revised plat date September 29, 1939.
5. This survey is based on a Title Commitment prepared by Title Company of the Rockies, Inc. dated February 29, 2024, Commitment Number 0821653-C2, Name of Insured: Battle North, LLC, a Georgia limited liability company.
6. Portions of the property boundary depicted and described on this survey are based on the boundary of the following U.S. Mineral Surveys and Homestead Entry Surveys (H.E.S). The record boundary for each Mineral Survey or H.E.S. parcel is based on the plat for each parcel as filed with the U.S. Surveyor General's Office and currently on record with U.S. Department of Interior - Bureau of Land Management:

U.S. Mineral Survey Number	Mineral Survey Names(s)	Date of Approval by the U.S. Surveyor General's Office	Mineral Claim Patent Date
19500	Brooklyn Placer	May 19, 1915	November 18, 1916
19969	General Pershing	March 29, 1918	March 16, 1921
19856	River Bend Mill Site	March 29, 1919	July 27, 1920
20461	Puritan, Ruby, and Sapphire	March 23, 1931	March 25, 1932
20712	Treasury Vault Mill Site, Goldstar Mill Site	August 11, 1948	March 21, 1950
20745	Mars Mill Site	November 2, 1951	March 3, 1954
	Homestead Entry Survey (H.E.S.) 40	June 10, 1911	March 7, 1912
	Homestead Entry Survey (H.E.S.) 41	June 10, 1911	March 7, 1912
	Homestead Entry Survey (H.E.S.) 46	June 10, 1911	May 16, 1912

7. Item 7 on Schedule B of the Title Commitment refers to the reservation of the Right of the Proprietor of a Vein or Lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded as follows:

Date of Recording	Book	Page	Mineral Survey Names(s)
November 25, 1912	48	582	Homestead Entry Survey (H.E.S.) 40
November 25, 1912	48	581	Homestead Entry Survey (H.E.S.) 41
November 25, 1912	93	3	Homestead Entry Survey (H.E.S.) 46

8. Item 8 on Schedule B of the Title Commitment refers to the reservation rights of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded as follows:

Date of Recording	Book	Page	Mineral Survey Names(s)
November 25, 1912	48	582	Homestead Entry Survey (H.E.S.) 40
November 25, 1912	48	581	Homestead Entry Survey (H.E.S.) 41
November 25, 1912	93	3	Homestead Entry Survey (H.E.S.) 46

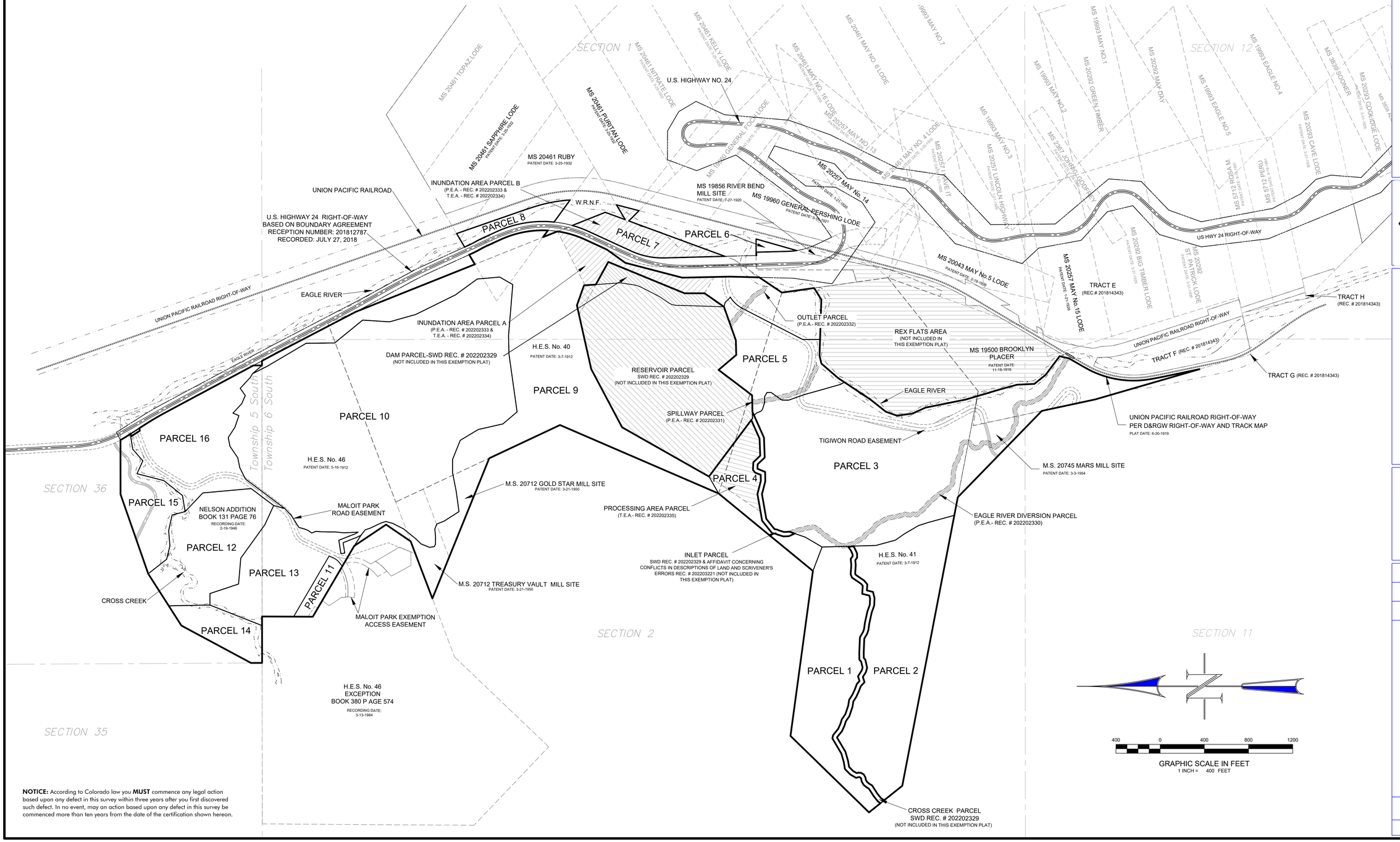
9. Item 9 on Schedule B of the Title Commitment refers to an Easement and right of way for the maintenance and full, free and quiet use and enjoyment by the State of Colorado for any and all purposes by it desired or deemed necessary or beneficial, as a public highway, as granted by Price Mining Syndicate, a Trust to the State of Colorado by instrument recorded November 8, 1930, in Book 116 at Page 570. The legal description included in this document refers to easement and rights-of-way parcels situated in Section 19, Township 6 South, Range 80 West, 6th P.M., which is more generally described as being adjacent to the Town of Red Cliff, Colorado These easements do not affect any portion of this survey and are therefore not depicted hereon.
10. Item 10 on Schedule B of the Title Commitment refers to an Easement and right of way for use as a road, including specifically but not limited to the "proposed Tigiwon Road", as granted by The New Jersey Zinc Company, a New Jersey corporation to the County of Eagle, State of Colorado by instrument recorded October 24, 1949, in Book 135 at Page 72. The easement and right-of-way described in this document affects H.E. Surveys 40 and 41, and U.S. Mineral Survey No. 19500-Brooklyn Placer, and is depicted hereon.
11. To the extent applicable, the property may be subject to a Water Rights Agreement between Glenn T. Miller, Battle Mountain Corporation, a Colorado corporation, Gulf & Western Industries, Inc., and State Savings & Loan Association of Lubbock recorded September 12, 1983, in Book 368 at Page 80 as referred to in Item 11 on Schedule B of the Title Commitment.
12. To the extent applicable, the property may be subject to the Revised Consent Decrees in that certain action entitled "State of Colorado, Plaintiff, vs. Gulf & Western Industries, Inc., et al., Defendants", Civil Action No. 83-C-2387, in the United States District Court for the District of Colorado, recorded July 23, 1986, in Book 445 at Pages 683 and 684 as referred to in Item 12 on Schedule B of the Title Commitment. These decrees generally provide for access to and use of the property by the State of Colorado for the purpose of performing or causing to be performed all actions designed to accomplish the purpose of the Remedial Action Plan or other Response Action. The approximate areal extent of the Consolidated Tailings Pile, Tailings Ponds and Treatment Facilities are depicted hereon. Also the existing access road and the existing trestle structure and mine discharge conveyance pipeline alignment are also depicted hereon.
13. Item 13 on Schedule B of the Title Commitment refers to an Easement and/or right of way for U.S. Highway 24, which is depicted hereon. The right-of-way for U.S. Highway 24 depicted hereon is based on the following right-of-way plats and maps:
    a. State Department of Highways - Division of Highways - State of Colorado - Right of Way Plan of Proposed Federal Aid Project No. BRF 024-1(24), dated 7-28-1989.
    b. Colorado State Highway Department - Plan and Profile of Proposed Federal Aid Project No. 78-R - State Highway No. 4 - Eagle County - Right of Way Map No. 1A - Revised September 11, 1929
    c. Colorado State Highway Department - Plan and Profile of Proposed Federal Aid Project No. 292-B - State Highway No. 4 - Eagle County - Revised January 29, 1929

These easements and rights-of-way for U.S. Highway 24 are amended in accordance with the aforementioned Colorado Department of Transportation U.S. Highway 24 Boundary Line Agreement and affect the parcel known as the "Nelson Addition" as described in Book 131 Page 76, H.E.S. 46, H.E.S. 40, U.S. Mineral Survey Nos. 19856 - River Bend Mill Site, 20257 - May No. 14, and 20461 - Ruby, Puritan, and Sapphire Lodes.

14. Item 14 on Schedule B of the Title Commitment refers to an Easement and right of way for "Tigiwon Road", as constructed by the United States of America, insofar as the same affects subject property, including specifically but not limited to U.S. Mineral Survey No. 20745. An easement as described in Book 135 Page 72 for Tigiwon Road is depicted hereon. This easement affects H.E.S. 40, H.E.S. 41 and U.S. Mineral Survey No. 19500 - Brooklyn Placer. The current physical location of the roadway for Tigiwon Road also traverses U.S. Mineral Survey No. 20745 - Mars Mill Site. However, we have found no recorded deed for this segment of the roadway. The physical location of Tigiwon Road across MS 20745 is depicted hereon.
15. Item 15 on Schedule B of the Title Commitment refers to those terms, agreements, provisions, conditions and obligations that are a burden to the subject property, as contained in Covenant Running with the Land recorded February 11, 1997, in Book 718 at Page 367. Generally, this document describes releases, covenants, terms and provisions related to the presence, handling, disposal and use of certain hazardous materials on the vicinity of the property and the adjacent lands in connection with mining operations that is the responsibility of Viacom International Inc., through its predecessors in interest. Said covenants are related to the Civil Action No. 90-S-1561 (the "Action"), in the United States District Court for the District of Colorado. These covenants and the "Action" may pertain to the existence, maintenance, monitoring and operation of the Consolidated Tailings Pile, Tailings Ponds, Treatment Facilities, the access road to the Treatment Facilities, and the trestle structure and mine discharge conveyance pipeline located on the subject property. The approximate areal extent of the Consolidated Tailings Pile, Tailings Ponds and Treatment Facilities are depicted hereon. Also the existing access road and the existing trestle structure and mine discharge conveyance pipeline alignment are also depicted hereon.
16. Item 16 on Schedule B of the Title Commitment refers to an easement and right of way to construct, operate, maintain, repair and replace utility lines and all fixtures and devices, as granted by Tigiwon Properties, L.L.C. to Public Service Company of Colorado, by instrument recorded November 8, 2004, at Reception No. 897063. The easement and right-of-way described in this document affects the portion of the subject property known as the "Nelson Addition" as described in Book 131 Page 76, and is depicted hereon.
17. Item 17 on Schedule B of the Title Commitment refers to an easement and right of way to construct, operate, maintain, repair and replace gas meter station/regulator station and related appurtenances, as granted by Tigiwon Properties, L.L.C. to Public Service Company of Colorado, by instrument recorded November 8, 2004, at Reception No. 897064. The easement and right-of-way described in this document affects the portion of the subject property known as the "Nelson Addition" as described in Book 131 Page 76, and is depicted hereon.
18. Item 18 on Schedule B of the Title Commitment refers to easements, rights of way and all other matters as shown on the plat of Battle Mountain Annexation Map, filed March 27, 2008 at Reception No. 200806723 and Affidavit recorded July 1, 2008 at Reception No. 200813860. This Affidavit of registered surveyor Brent Biggs corrects conflicts in descriptions of land and scrivener's errors particular to Battle Mountain Annexation Parcel No. 4 as depicted and described on the plat of Battle Mountain Annexation Map, filed March 27, 2008 at Reception No. 200806723. Parcels 1-16 depicted on this Exemption Plat are areas of land that have previously been annexed to the Town of Minturn as a result of the Battle Mountain Annexation Map being recorded on March 27, 2008 at Reception No. 2008060723.
19. Item 19 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 2, Series of 2008 recorded March 27, 2008 at Reception No. 200806727 and Affidavit recorded July 1, 2008 at Reception No. 200813859. This Affidavit of registered surveyor Brent Biggs corrects conflicts in descriptions of land and scrivener's errors particular to Battle Mountain Annexation Parcel No. 2 as depicted and described on the plat of Battle Mountain Annexation Map and also the legal description for Parcel No. 2 as described in the Ordinance No 2, Series of 2008 - An Ordinance Annexing to the Town of Minturn, County of Eagle, State of Colorado, Battle Mountain Annexation Parcel No. 2, recorded March 27, 2008 at Reception No. 200806727. The property shown on this Exemption Plat appears to be subject to said Ordinance No. 2-Series 2008 - An Ordinance Annexing to the Town of Minturn, County of Eagle, State of Colorado, Battle Mountain Annexation Parcel No. 2.
20. Item 20 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 4, Series of 2008 recorded March 27, 2008 at Reception No. 200806731. The property shown on this Exemption Plat appears to be subject to said Ordinance No. 4-Series 2008 - An Ordinance Annexing to the Town of Minturn, County of Eagle, State of Colorado, Battle Mountain Annexation Parcel No. 4.
21. Item 21 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 5, Series of 2008, recorded March 27, 2008 at Reception No. 200806733 and Affidavit recorded July 1, 2008 at Reception No. 200813861. This Affidavit of registered surveyor Brent Biggs corrects conflicts in descriptions of land and scrivener's errors particular to the Battle Mountain Annexation Parcel No. 5 as depicted and described on the plat of Battle Mountain Annexation Map, filed March 27, 2008 at Reception No. 200806723 and the Ordinance No. 5, Series of recorded March 27, 2008 at Reception No. 200806733. Parcel 5 of said Battle Mountain Annexation Map is outside of the property depicted on this Exemption Plat and therefore, this Exemption Plat appears not to be subject to said Ordinance No. 5, Series of 2008.
22. Item 22 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 6, Series of 2008 recorded March 27, 2008 at Reception No. 200806735. Ordinance 6, Series of 2008 - An Ordinance Annexing to the Town of Minturn, County of Eagle, State of Colorado, Battle Mountain Annexation Parcel No. 6, describes Parcel 6 which is depicted and described on the plat of Battle Mountain Annexation Map, filed March 27, 2008 at Reception No. 200806723. Parcel 6 is outside of the property depicted on this Exemption Plat and therefore, this plat appears not to be subject to said Ordinance No. 6, Series of 2008.
23. Item 23 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 7, Series of 2008 recorded March 27, 2008 at Reception No. 200806737. Ordinance 7, Series of 2008 - An Ordinance Annexing to the Town of Minturn, County of Eagle, State of Colorado, Battle Mountain Annexation Parcel No. 7, describes Parcel 7 which is depicted and described on the plat of Battle Mountain Annexation Map, filed March 27, 2008 at Reception No. 200806723. Parcel 7 is outside of the property depicted on this Exemption Plat and therefore, this plat appears not to be subject to said Ordinance No. 6, Series of 2008.
24. Item 24 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 8, Series of 2008 recorded March 27, 2008 at Reception No. 200806739 and Affidavit recorded July 1, 2008 at Reception No. 200813863. This Affidavit of registered surveyor Brent Biggs corrects conflicts in descriptions of land and scrivener's errors particular to the Battle Mountain Annexation Parcel No. 8, which consists of two ownership tracts referred to as Parcels 8-A and 8-B, that are depicted and described on the Battle Mountain Annexation Map, filed March 27, 2008 at Reception No. 200806723 and Ordinance No. 8, Series of 2008 recorded March 27, 2008 at Reception No. 200806739. Parcels 8-A and 8-B of said Battle Mountain Annexation Map are outside of the property depicted on this Exemption Plat and therefore, this plat appears not to be subject to the said Ordinance No. 8, Series of 2008.
25. Item 25 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 9, Series of 2008 recorded March 27, 2008 at Reception No. 200806741 and Affidavit recorded July 1, 2008 at Reception No. 200813864. This Affidavit of registered surveyor Brent Biggs corrects conflicts in descriptions of land and scrivener's errors particular to the Battle Mountain Annexation Parcel No. 9, which consists of two ownership tracts referred to as Parcels 9-A and 9-B, that are depicted and described on the Battle Mountain Annexation Map, filed March 27, 2008 at Reception No. 200806723 and Ordinance No. 9, Series of 2008 recorded March 27, 2008 at Reception No. 200806741. Parcel 9-A of said Battle Mountain Annexation Map is outside of the property depicted on this Exemption Plat while the area for Parcel 9-B of said Battle Mountain Annexation Map is within the property depicted heron. Therefore, this Exemption plat appears to be subject to said Ordinance No. 9-Series 2008 as it pertains to Parcel 9-B and appears to be not subject to said Ordinance No. 9, Series of 2008 with respect to said Parcel 9-A.
26. To the extent applicable, the property may be subject to Ordinance No. 11, Series of 2008 - An Ordinance Authorizing the Mayor of the Town of Minturn, Colorado, to Sign Water Service Agreement, which also includes an appurtenant Easement Agreement between Ginn Battle North, LLC (grantor) and the Town of Minturn (grantee), recorded March 27, 2008 at Reception No. 200806743 as referred to in Item 26 on Schedule B of the Title Commitment. Item 26 on Schedule B of the Title Commitment also lists the Affidavits of registered surveyor Brent Biggs correcting conflicts in descriptions of land and scrivener's errors recorded July 1, 2008 at Reception No. 200813857 and Reception No. 200813858 particular to Parcel A1A and AIC respectively, as provided in the aforementioned Ordinance No. 11 and previously described in the Special Warranty Deed recorded November 17, 2005 at Reception No. 937291.
27. Item 27 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 24, Series of 2008 recorded January 29, 2009 at Reception No. 200901380. The property shown on this Exemption Plat appears to be subject to said Ordinance No. 24-Series 2008 - An Ordinance Creating the Town of Minturn General Improvement District, Town of Minturn, County of Eagle, Colorado; and Providing Other Details Relating Thereto.
28. Item 28 on Schedule B of the Title Commitment refers to easements, rights of way and all other matters as shown on the Plat of Maloit Park, filed December 5, 2011 at Reception No. 201122577. The tracts of the Maloit Park Exemption Plat and subsequent tracts of the First Amendment to Maloit Park recorded November 27, 2012 at Reception No. 201223627, are granted access through the subject property by virtue of the Eagle County School District RE 50J Access and Utility Easement, recorded September 13, 1985 at Book 424, Page 977. The Access and Utility Easement is depicted on this Exemption Plat. Also, see Survey Note 51 below regarding this easement.
29. Item 29 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Cross Creek Easement Agreement recorded December 5, 2011 at Reception No. 201122579. The Cross Creek Easement Agreement pertains to an easement granted the Town of Minturn for the benefit of the public, along Cross Creek within the property owned by the Eagle County School District RE 50J and does not affect the subject property.
30. Item 30 on Schedule B of the Title Commitment refers to easement and right of way for U.S. Highway 24 purposes, as granted to Department of Transportation, State of Colorado, by instrument recorded September 21, 2017 at Reception No. 201718232. The perpetual non-exclusive easement described in this document does not affect the subject property and is not shown hereon.
31. Item 31 on Schedule B of the Title Commitment refers to an easement and right of way for access to rock fall mitigation systems purposes, as granted to Department of Transportation, State of Colorado, by instrument recorded September 21, 2017 at Reception No. 201718233. The perpetual non-exclusive easement described in this document does not affect the subject property and is not shown hereon.
32. Item 32 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Boundary Agreement recorded July 27, 2018 at Reception No. 201812787. The Highway 24 Right-of-Way depicted hereon is based on this Boundary Agreement, which amends FAP 292-B revised plat date January 29, 1929, FAP 78-R Right of Way Map No. 1A revised plat date September 11, 1929, FAP No. BRF 024-1(24) revised plat date July 28, 1989, FAP No. 78(2) revised plat date July 10, 1939, and FAP No. 182-A(2) revised plat date September 29, 1939.
33. Item 33 on Schedule B of the Title Commitment refers to Easements, rights of way and all other matters as shown on the Land Survey Plat, Battle Mountain North, filed August 27, 2018 at Reception No. 201814343. This Exemption Plat is based on said Land Survey Plat, Battle Mountain North and any easements, rights-of-way or other pertinent information that affects the sixteen parcels created by this exemption Plat are depicted and labeled hereon.
34. Item 34 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Notice of Environmental Use Restrictions recorded November 20, 2019 at Reception No. 201919761, Reception No. 201919762, Reception No. 201919764, Reception No. 201919765, December 11, 2020 at Reception No. 202024144 and May 24, 2021 at Reception No. 202112199. The Notice of Environmental Use Restrictions for the Consolidated Tailings Pile or "CTP" Parcel, OTP Parcel, Maloit Park Parcel, Trestle Area and Ground Water Contamination Area as recorded at receptions numbers 201919761, 201919762, 201919763, and 202024014 respectively, affect the subject property and the boundaries of these areas are depicted on this Exemption Plat. The Notice of Environmental Use Restriction for the Rex Flats Area and the Roaster Pile #5 area as recorded at reception numbers 201919764 and 201919765 respectively, do not affect the subject property.
35. Item 35 on Schedule B of the Title Commitment refers to terms, agreements, provisions, conditions and obligations as contained in Easement Grant and Agreement recorded October 7, 2021 at Reception No. 202122820, thereafter Easement Release and Vacation recorded March 17, 2022 at Reception No. 202204435. The Easement Grant and Agreement recorded October 7, 2021, at Reception No. 202122820 which was attached to the Water Service Agreement, recorded March 27, 2008 at Reception No. 200806743, which granted an easement to the Town of Minturn and affected the subject property has a general easement area depiction in the document that is not definable and therefore is not depicted on this Exemption Plat. The Easement referred to in this Easement Grant and Agreement has been subsequently vacated by the Town of Minturn by the prosecution of the Easement Release and Vacation recorded March 17, 2022 at Reception No. 202204435. The Town of Minturn, through this Easement Release and Vacation, thereby releases, disclaims, vacates, abandons and quitclaims all of the Town's interest and rights pursuant to the easement to the Eagle River Water and Sanitation District and the Upper Eagle Regional Water Authority and appears to be currently affecting the subject property shown on this Exemption Plat.
36. The property is subject to the terms, agreements, provisions, conditions and obligations as contained in the Perpetual Easement Agreements recorded February 10, 2022 at Reception Numbers 202202329 (Inundation Area Parcel), 202202331 (Outlet Parcel), Reception No. 202202332 (Outlet Parcel) and 202202333 (Inundation Area Parcel) respectively, as referred to in Item 36 on Schedule B of the Title Commitment. These Easement Areas

BATTLE MOUNTAIN NORTH EXEMPTION PLAT

Sixteen parcels of land located in Sections 1, 2, and 11 of Township 6 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado and Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian, Eagle County, 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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SHEET NO. 3

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE, UNIT 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

EXEMPTION PLAT

DRAWN BY: MG | CHKD BY: MG

DATE: JUNE 21, 2024 | PROJECT: 05554-04

SCALE: 1" = 400' | SHEET: 3 OF 12

DRAWING: Exemption Plat Cover Sheet 10/24/21.dwg

DIRECTORY: I:\GWP\05554\2024-Exemption Plat\

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY
1	4/12/2024	Revised boundaries for Parcels 13 & 14			

LEGEND

- FOUND 2-1/2" BRASS G.L.O. MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT WITH P.L.S. AS NOTED
- FOUND 3-1/4" ALUMINUM U.S.D.A. OR CDOT MONUMENT AS NOTED
- FOUND UNMARKED REBAR
- FOUND ORIGINAL STONE MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- SET 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- END OF LINE SEGMENT OR ARC - PROVIDED FOR DIMENSIONING PURPOSES ONLY - NO MONUMENT SET
- FOUND CDOT TYPE 1 RIGHT-OF-WAY MARKER
- FOUND 2" ALUMINUM MONUMENT, PE & PLS #28036
- FOUND 2" ALUMINUM MONUMENT, PLS #23089

FOUND 2-1/2" BRASS G.L.O. MONUMENT AT THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 SOUTH RANGE 81 WEST, 6TH P.M.

SECTION 35, T. 5 S., R. 81 W., 6TH P.M.
SECTION 36, T. 5 S., R. 81 W., 6TH P.M.

N 00°25'04" W 2662.91'

United States Forest Service Parcel No. 2103-342-00-001 BK 469 PG 371

96.66
N 89°58'35" E 2620.40

S 89°58'35" W 338.13' 420.19'

82.06'

POINT OF BEGINNING: FOUND 2-1/2" BRASS G.L.O. MONUMENT AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 SOUTH RANGE 81 WEST, 6TH P.M.

H.E.S. No. 46
EXCEPTION
BOOK 380 PAGE 574
RECORDING DATE: 3-13-1984

Eagle County School District RE-50J
Parcel No. 2203-022-02-003
Rec. No. 201122577

Tract A - First Amendment to Maloit Park

Eagle County School District RE-50J
Parcel No. 2203-022-02-004
Rec. No. 201323148

Minturn Fitness Center
Parcel No. 2203-022-05-005
Rec. No. 201500598

100 0 100 200 300
GRAPHIC SCALE IN FEET
1 INCH = 100 FEET

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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

REFERENCE MONUMENT FOUND N27°42'04"W 6.25' FROM RECORD CORNER

3-1/4" USDA CAP FOUND S02°11'02"W 0.44' FROM RECORD CORNER

United States Forest Service Parcel No. 2103-363-00-021 BK 652 PG 468

557.56' 345.02'
N 57°25'59" E 212.56'
S 10°42'27" E 232.8' +/-
S 01°02'25" E 181.00'
S 89°46'46" E 104.49'
N 39°13'19" E 75.35'
S 18°23'27" E 271.49'
S 21°36'00" W 249.99'
507.86' 297.16'

PARCEL 14
242,245 S.F.
5.561 ACRES

S 85°01'41" E 235.80'

S 54°14'10" E 372.24'

S 65°21'58" E 191.76'

N 15°07'37" E 104.27'

IRON PIPE MARKED AS "COR. 1 RE50J LEASE" FOUND S27°24'41"W 1.78' FROM RECORD PROPERTY CORNER

PARCEL 13
676,092 S.F.
15.521 ACRES

459.11'
285.80'
N 01°15'05" E 129.37'

N56°13'44"W 118.53'
43.84'
65.66'

1-1/2" ALUMINUM CAP P.L.S. 40695 FOUND S68°45'25"E 1.49' FROM RECORD PROPERTY CORNER

N50°35'39"E 33.08'

S 59°40'30" E 636.52'

SHEET 6

PARCEL 11
88,718 S.F.
2.037 ACRES

445.75'
N 59°46'30" W

L=88.13
Chord=87.22
Chord Bearing = N38°43'55"E
Tan=45.00
Δ=28°32'43"
R=176.69

N53°00'19"E 28.94'

C1 L134 L135 L136

743.46' 52.39' 91.47' 97.86' 105.00'

L=115.38
Chord=114.92
Chord Bearing = S15°35'42"W
Tan=58.15 Δ=17°43'43"
R=372.87

N 80°52'16" E 123.05'
S 80°52'16" W 94.99'

S 21°25'58" E 152.62'
N 21°25'58" W 121.95'

L125 L126 L127 L128 L129 L130 L131 L132 L133

S 27°23'58" E 110.76'
S 71°14'42" E 110.93'
S 67°11'42" E 117.82'
S 67°11'42" E 79.33'
N 54°39'37" E 79.36'
S 47°11'0" E 104.26'

1-1/2" ALUMINUM CAP P.E./P.L.S. 23089 FOUND N15°28'24"W 3.20' FROM RECORD PROPERTY CORNER

N 26°49'10" W 147.73'

FOUND 2-1/2" BRASS G.L.O. MONUMENT AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 SOUTH RANGE 81 WEST, 6TH P.M. AND ANGLE POINT NO. 1 OF H.E.S. 46

FOUND 1.4" WITNESS CORNER PE & PLS 28036

S 0°10'2" W 77.04'

USFS
PARCEL NO. 2103-364-00-002
BK 289 PGS 952-953

S 89°38'32" E 41.61'

FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO. 2 OF H.E.S. 46

S 89°38'32" E 41.62'

S 28°39'5" E 149.37'

N 35°23'34" W 409.23'

S29°33'56"E 684.52'
(LINE 2-3 HES 46)

S 27°23'58" E 607.38'

N 0°12'50" W 258.96'

N 39°17'59" W 327.08'

2087.66'

2273.90'
N 89°58'35" E
BASIS OF BEARING

PARCEL 10
92.00 ACRES MORE OR LESS

PARCEL 10
(previously refered to as Consolidated Tailings Pile or "CTP")
4,007,544 S.F.
92.001 ACRES

H.E.S. No. 46
PATENT DATE: 5-16-1912

AREA AFFECTED BY RESOLUTION NO. 85-16 OF THE EAGLE COUNTY BOARD OF COUNTY COMMISSIONERS AS RECORDED IN BOOK 407 PAGE 293

SHEET 6

SHEET 5

PARCEL 15
359,992 S.F.
8.264 ACRES

United States Forest Service Parcel No. 2103-363-00-021 BK 652 PG 468

762.16'
N 70°47'50" E

N 89°56'50" E 491.19'

WESTERN SLOPE GAS COMPANY EASEMENT 50.00 FEET WIDE BOOK 201 PAGE 105 [SEE DETAILS ON SHEET 3]

EXISTING ACCESS ROAD FOR TOWN OF MINTURN WATER DIVERSION STRUCTURE AND TREATMENT PLANT. (NO DEED FOUND)

TOWN OF MINTURN WATER PIPELINE EASEMENT 10.00 FEET WIDE BOOK 140 PAGE 175 (SEE DETAILS ON SHEET 5)

S 39°14'32" E 212.00'

CS 76°07'09" E 123.73'

N 85°22'52" E 140.11'

S 77°27'36" E 144.47'

S 14°57'48" E 127.89'

N 80°30'15" E 148.00'

NELSON ADDITION
BOOK 131 PAGE 76
RECORDING DATE: 2-19-1946

N 46°36'11" W 232.96'

PARCEL 12
728,815 S.F.
16.731 ACRES

L=21.31
Chord=21.31 Chord Bearing = N20°39'16"W
Tan=10.66 Δ=3°52'53"
R=314.57

S64°45'27"W 25.02'

N 10°59'44" W 438.89'

L=233.25
Chord=230.74 Chord Bearing = N02°48'06"E
Tan=119.21 Δ=29°10'48" R=458.00

AREA OF APPARENT ENCROACHMENT OUTSIDE OF DESCRIBED EASEMENT

L=69.32
Chord=69.18 Chord Bearing = N30°37'48"E
Tan=34.80 Δ=12°37'33"
R=314.57

S53°03'25"E 25.00'

N 53°36'10" E 110.10'

N 78°41'42" E 90.28'

N 55°59'15" E 121.05'

N 79°14'20" E 79.97'

L=57.85
Tan=28.94
Δ=4°22'58"
R=756.30

S 32°47'53" E 46.35

S 57°17'27" W 21.85

N 81°40'04" E 139.74'

S 32°42'33" E 88.54

CDOT PARCEL RW-2
PARCEL NO. 2103-363-00-023
REC. NO. 201514284

S 32°47'53" E 54.60

N 80°39'32" E 23.97

MALOIT PARK ROAD

L=240.84
Chord=236.48
Chord Bearing = S49°52'48"W
Tan=125.00
Δ=37°51'49"
R=364.44

L=228.45
Tan=114.29
Δ=4°38'00"
R=2825.00

N 49°14'11" E 140.00'
S 32°42'33" E
S 68°56'56"W 184.10'
206.51'
276.7'
S 65°30'35" E 128.00'
N 14°20'27" E 252.10'
S30°05'54"W 277.20'
N 36°49'20" E 215.00'

CDOT RIGHT-OF-WAY PER BOUNDARY AGREEMENT
RECEPTION NUMBER: 201812787
RECORDED: JULY 7, 2018

L=127.73
Chord=123.10 Chord Bearing = S04°04'44"W
Tan=69.00 Δ=53°44'12"
R=136.19

PARCEL 16
767,597 S.F.
17.622 ACRES

S27°47'25"E 143.96'

L=354.02
Chord=338.20 Chord Bearing = N07°04'35"E
Tan=195.00 Δ=59°44'00"
R=339.57

L=138.12
Chord=136.34 Chord Bearing = N52°54'43"E
Tan=70.91 Δ=31°56'10"
R=247.80

N 67°07'1" E 98.02'

L=104.95
Chord=102.34 Chord Bearing = S46°40'10"W
Tan=55.27 Δ=44°25'11"
R=135.37

S65°52'48"W 124.82'

126.17'

N 57°49'57" E

L131 L130 L129 L128 L127 L126

N 1°32'50" E 71.60'
N 3°37'48" W 55.93'
N 5°34'47" E 80.54'

S54°27'20"W 303.76'

N 27°27'27" E 232.57'

N 17°25'58" E 121.95'

L125 L124 L123

S 21°25'58" E 152.62'

N 27°27'27" E 130.60'

SEE DETAIL

U.S. Highway 24

Eagle River

White River National Forest

UNION PACIFIC RAILROAD

W.R.N.F.

CDOT R.O.W.

NELSON ADDITION H.E.S. 46

N89°58'35"E 2273.90'

SOUTH COR. SECTION 36 A.P.1 OF HES 46

41.61'

S 89°38'32" E

1.4' W.C. - PLS 28036
STONE A.P.3 OF HES 46

EAST BOUNDARY OF HES 46.

S 89°38'32" E 41.62'

S29°33'56"E 684.52'

N 35°23'34" W 409.23'

S 28°39'5" E 149.37'

S 47°19'0" E 104.26'

S 27°23'58" E 607.38'

LIMITS OF AREA UTILIZED FOR THE CONSOLIDATED TAILINGS PILE (CTP), THE WATER TREATMENT OF THE MINE DISCHARGE AND THE ASSOCIATED INFRASTRUCTURE AND APPURTENANCES. THESE USES MAY BE PERMITTED IN ACCORDANCE WITH THE REVISED CONSENT DECREES RECORDED IN BOOK 445 AT PAGES 683 AND 684.

PARCEL 9

80.00'

KEY MAP

SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10

LINE TABLE		
LINE	LENGTH	BEARING
L125	34.84	N 9°7'44" W
L127	44.45	N 4°3'5" E
L128	41.10	N 20°41'33" W
L129	35.87	N 37°0'28" E
L130	31.79	N 24°2'38" E
L131	60.07	N 15°35'0" E
L132	58.46	N 23°25'17" E
L133	40.70	S 58°54'50" E
L134	41.63	S 24°2'33" W
L135	37.39	S 53°0'19" W

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	151.89	75.67	28°32'43"	74.89	N 38°43'55" E

EXEMPTION PLAT

SHEET NO. 4

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

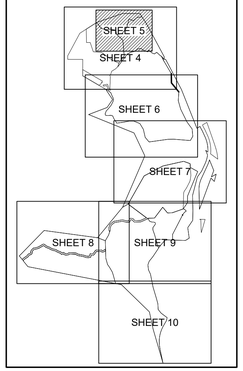
SCALE: 1" = 100' | DATE: JUNE 21, 2024 | DRAWN BY: BK | CHKD BY: MJG

SHEET: 4 OF 12 | PROJECT: 05534-04

DRAWING: Battle North LLC Exemption Plats - 20240624.dwg
DIRECTORY: I:\5\WP\05554\04\04-Exemption Plat\

REV	DATE	REVISION	MADE BY	CHKD BY	APPD BY
1	6/12/2024	Revised boundaries for Parcels 13 & 14			

KEY MAP



LEGEND

- FOUND 2-1/2" BRASS G.L.O. MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT WITH P.L.S. AS NOTED
- FOUND 3-1/4" ALUMINUM U.S.D.A. OR CDOT MONUMENT AS NOTED
- FOUND UNMARKED REBAR
- FOUND ORIGINAL STONE MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- SET 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- END OF LINE SEGMENT OR ARC - PROVIDED FOR DIMENSIONING PURPOSES ONLY - NO MONUMENT SET
- FOUND CDOT TYPE 1 RIGHT-OF-WAY MARKER
- FOUND 2" ALUMINUM MONUMENT, PE & PLS #28036
- FOUND 2" ALUMINUM MONUMENT, PLS #23089

United States Forest Service
Parcel No. 2103-363-00-021
BK 652 PG 468

3-1/4" USDA CAP FOUND S56°35'49"W 0.85' FROM RECORD CORNER

175.72'

491.19'
N 89°56'50" E
190.46'

1-1/2" ALUMINUM CAP P.E./P.L.S. 23089 FOUND S89°47'06"W 184.31' FROM RECORD LOCATION OF NORTHEAST CORNER OF PROPERTY

1-1/2" ALUMINUM CAP P.E./P.L.S. 23089 FOUND S89°21'03"W 57.43' FROM RECORD LOCATION OF NORTHEAST CORNER OF PROPERTY

L=8.54
Tan=4.27
Δ=1°56'01"
R=252.92

S 50°03'34" W
9.09'

L=95.95
Tan=48.56
Δ=21°44'13"
R=252.92

EXISTING ACCESS ROAD ACROSS U.S.F.S. PROPERTY 20.00 FEET WIDE (NO DEED FOUND)

3-1/4" USDA CAP FOUND S75°02'55 2.67' FROM RECORD CORNER

NO. 4 REBAR FOUND S27°07'00"E 5.82' FROM RECORD CORNER

L=57.85
Tan=28.94
Δ=4°22'58"
R=756.30

L=539.89
R=756.30'

19.92'
19.07'
5.19'
86.02'
20.00'

S 42°45'50" W
52.51'

PUBLIC SERVICE COMPANY EASEMENT RECEPTION NO. 897063

S 32°47'53" E 46.35'

S 57°17'27" W 21.85'

Cross Creek

N 60°47'21" E
138.78

S 32°47'53" E
150.31'

S 32°47'53" E
89.54'

CDOT PARCEL RW-2
PARCEL NO. 2103-363-00-023
REC. NO. 201514284

N 80°39'32" E 23.97'

S 32°47'53" E 54.60'

80.00'

U.S. Highway 24

Eagle River

CDOT CONTROL MONUMENT MILE POST 147.2
LOCATED N26°33'23"E 11.62 FEET FROM PROPERTY CORNER

1-1/2" ALUMINUM CAP P.E./P.L.S. 23089

CDOT RIGHT-OF-WAY PER BOUNDARY AGREEMENT
RECEPTION NUMBER: 201812787
RECORDED: JULY 7, 2018

L=228.45
Tan=114.29
Δ=4°38'00"
R=2825.00

1-1/2" ALUMINUM CAP P.E./P.L.S. 23089 FOUND N29°48'25"W 52.16' FROM RECORD PROPERTY CORNER

1-1/2" ALUMINUM CAP P.E./P.L.S. 23089

S 28°09'53" E
895.39'

NELSON ADDITION
BOOK 131 PAGE 76
RECORDING DATE: 2-19-1946

L=240.84
Chord=236.48 Chord Bearing = S49°52'48"W
Tan=125.00 Δ=37°51'49"
R=364.44

N 14°20'27" E
250.00'

S 85°30'30" E
128.00'

N 49°18'11" E
180.00'

S 68°56'56" W
184.10'

MALOIT PARK ROAD
206.51'

PARCEL 15
359,992 S.F.
8.264 ACRES

L=117.79
Tan=61.08
Δ=37°23'08"
R=180.53

N 36°04'08" E
41.64'

N 53°30'08" E
38.19'

N 65°13'08" E
40.20'

L=116.29
Tan=65.73
Δ=66°37'43"
R=100.00

L=222.56
Tan=111.30
Δ=2°24'22"
R=5300.00

N 78°50'08" E
54.65'

EXISTING ACCESS ROAD FOR TOWN OF MINTURN WATER DIVERSION STRUCTURE AND TREATMENT PLANT. (NO DEED FOUND)

TOWN OF MINTURN WATER PIPELINE EASEMENT
10.00 FEET WIDE
BOOK 140 PAGE 175

N 87°41'08" E
107.23'

N 80°39'08" E
97.59'

S 79°18'52" E
127.58'

S 71°25'22" E
13.35'

S 61°59'22" E
32.05'

S 48°39'22" E
116.51'

S 38°14'22" E
210.05'

REFERENCE MONUMENT FOUND N08°50'47"E 7.87' FROM RECORD CORNER

130.78

REFERENCE MONUMENT FOUND N69°31'57"E 7.03' FROM RECORD CORNER

3-1/4" USDA CAP FOUND S14°30'37"E 0.51' FROM RECORD CORNER

199.55'

762.18'
N 70°47'50" E
46.68'

384.97'

208.40'
N 81°57'26" W

147.14'
N 64°13'32" W

25.00'
91.30'
N 86°09'26" W
25.00'

10.00'
10.00'
5.00'
5.00'

S 14°09'58" W
54.30'

S 71°47'34" W
103.13'

N 84°20'38" W
35.04'

N 25°39'08" E
269.36'

240.70'
S 68°03'34" W

WESTERN SLOPE GAS COMPANY EASEMENT 50.00 FEET WIDE BOOK 201 PAGE 105

L=123.74
Tan=74.95
Δ=81°29'24"
R=87.00

PUBLIC SERVICE COMPANY EASEMENT RECEPTION NO. 897064

L=120.01
Tan=64.66
Δ=52°53'32"
R=130.00

25.00'
25.00'
40.00'
212.70'
84.57'

Cross Creek

S 76°07'09" E
123.73

N 85°22'52" E
140.11

S 77°27'36" E
144.47'

S 14°37'06" E
121.69'

N 80°39'15" E
148.00'

N 38°46'05" E
215.00'

227.20'
S 30°56'54" W

N 45°36'11" W
252.66'

N 09°09'44" W
438.69'

PARCEL 16
767,598 S.F.
17.622 ACRES

L=127.73
Chord=123.10 Chord Bearing = S04°04'44"W
Tan=69.00 Δ=53°44'12"
R=136.19

25.00'
25.00'
S 27°15'25" E
141.65'

S64°45'27"W
25.02'

L=21.31
Chord=21.31 Chord Bearing = N20°39'16"W
Tan=10.66 Δ=3°52'53"
R=314.57

AREA OF APPARENT ENCROACHMENTOUTSIDE OF DESCRIBED EASEMENT

L=233.25
Chord=230.74
Chord Bearing = N02°48'06"E
Tan=119.21 Δ=29°10'48"
R=458.00

L=354.02
Chord=338.20 Chord Bearing = N07°04'35"E
Tan=195.00 Δ=59°44'00"
R=339.57

PARCEL 12
728,815 S.F.
16.731 ACRES

50 0 50 100 150
GRAPHIC SCALE IN FEET
1 INCH = 50 FEET

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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SHEET NO. 5

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

EXEMPTION PLAT

DRAWN BY: BK
CHKD BY: MJG
DATE: JUNE 21, 2024
PROJECT: 05554-04
SCALE: 1" = 50'
SHEET: 5 OF 12
DRAWING: Battle North LLC Exemption Plats- 20240624.dwg
DIRECTORY: I:\GWP\05554\2024-Exemption Plat\

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY

SHEET 4

SHEET 7

SHEET 7

SHEET 7

PARCEL 11
80,719 S.F.
2.037 ACRES

Maloit Fitness Center
Parcel No. 2203-022-03-005
Rec. No. 201500598

Tract A - First Amendment to Maloit Park

FIRST AMENDMENT TO MALOIT PARK - PARCEL 2 AS RECORDED AT RECEPTION NO. 201223627

Eagle County School District RE-501
Parcel No. 2203-022-02-006
Rec. No. 201223627

Eagle County School District RE-501
Parcel No. 2203-022-02-003
Rec. No. 201122577

United States of America
Parcel No. 2203-171-00-001

United States of America
Parcel No. 2203-171-00-001

PARCEL 10
(previously refered to as Consolidated Tailings Pile or "CTP")
4,007,544 S.F.
92.001 ACRES

PARCEL 9
2,794,850 S.F.
64.161 ACRES

MS 20712
TREASURY VAULT MILL SITE
PATENT DATE: 3-21-1905

MS 20712
GOLD STAR MILL SITE
PATENT DATE: 3-21-1905

MS 20481 RUBY LODE
PATENT DATE: 3-25-1892

H.E.S. No. 46
PATENT DATE: 5-16-1912

H.E.S. No. 40
PATENT DATE: 3-7-1912

H.E.S. No. 40
PATENT DATE: 3-7-1912

1-1/2" ALUMINUM CAP P.L.S. 11204
FOUND N25°34'20"E 0.51'
FROM RECORD PROPERTY CORNER

1-1/2" ALUMINUM CAP P.L.S. 11204
FOUND N26°18'23"E 0.22'
FROM RECORD PROPERTY CORNER

1-1/2" ALUMINUM CAP P.L.S. 11204
FOUND S75°18'36"E 0.10'
FROM RECORD PROPERTY CORNER
AND 1-1/2" ALUMINUM CAP P.L.S. 23089
FOUND S51°34'033"E 1.44'
FROM RECORD PROPERTY CORNER

1-1/2" ALUMINUM CAP P.L.S. 23089
FOUND S59°30'30"E 1.56'
FROM RECORD PROPERTY CORNER

1-1/2" ALUMINUM CAP A.P. 4 M.S. 20712
FOUND S67°56'00"E 1.55'
FROM RECORD PROPERTY CORNER

1-1/2" ALUMINUM CAP A.P.3 M.S. 20712
FOUND S69°12'42"W 0.20'
FROM RECORD PROPERTY CORNER

1-1/2" ALUMINUM CAP A.P. 2 M.S. 20712
FOUND S67°56'00"E 1.26'
FROM RECORD PROPERTY CORNER

FOUND ORIGINAL STONE MONUMENT
AT ANGLE POINT NO. 6 OF H.E.S. 40

2-1/2" ALUMINUM MONUMENT PE & PLS 23089 MARKED
257.58' WITNESS CORNER TO CORNER 1 H.E.S. 40 AND CORNER 3 H.E.S. 46
FOUND S21°34'55"E 257.93' FROM RECORD LOCATION OF CORNER

1-1/2" ALUMINUM MONUMENT PE & PLS 28036 ON
INTERSECTION OF THE WESTERLY RIGHT-OF-WAY
OF U.S. HIGHWAY 24 AS DESCRIBED ON COLORADO DEPARTMENT
OF HIGHWAYS PLAT FAP 292-B AND THE 1-2 LINE OF H.E.S. 40

CORNER 3 H.E.S. 46
CORNER 1 H.E.S. 40
NO MONUMENT SET

CDOT RIGHT-OF-WAY PER
BOUNDARY AGREEMENT
RECEPTION NUMBER: 201812787
RECORDED: JULY 7, 2018

S21°45'15"E
272.59'
(ALONG LINE 1-2 H.E.S. 40)

3-1/4" U.S.D.A. BRASS MONUMENT FOUND
N28°03'17"W 0.89' FROM RECORD PROPERTY CORNER

RIGHT-OF-WAY AND EASEMENT ACROSS THE SCHOOL DISTRICT PROPERTY FOR THE PURPOSE OF CONSTRUCTING, INSPECTING, OPERATING AND MAINTAINING AN UNDERGROUND DIVERSION TRENCH AND A SURFACE COLLECTION DITCH BOOK 500 PAGE 765

CENTERLINE OF EXISTING OVERHEAD POWERLINE. NO DEED FOUND. THIS USE MAY BE PERMITTED IN ACCORDANCE WITH THE REVISED CONSENT DECREES RECORDED IN BOOK 445 AT PAGES 683 AND 684.

APPARENT PRESCRIPTIVE ACCESS EASEMENT 30.00 FEET WIDE FOR PURPOSES OF ACCESSING THE CONSOLIDATED TAILINGS PILE (CTP), THE MINE DISCHARGE WASTEWATER TREATMENT FACILITY AND ASSOCIATED INFRASTRUCTURE AND APPURTENANCES. NO DEED FOUND. THIS ACCESS MAY BE PERMITTED IN ACCORDANCE WITH THE REVISED CONSENT DECREES RECORDED IN BOOK 445 AT PAGES 683 AND 684.

CENTERLINE OF EXISTING TRESTLE STRUCTURE AND MINE DISCHARGE CONVEYANCE PIPELINE. NO DEED FOUND. THESE USES MAY BE PERMITTED IN ACCORDANCE WITH THE REVISED CONSENT DECREES RECORDED IN BOOK 445 AT PAGES 683 AND 684..

UNION PACIFIC RAILROAD R.O.W.

U.S. Highway 24

Eagle River

LINE TABLE		
LINE	LENGTH	BEARING
L117	46.06	S 18°21'27" E
L118	64.10	S 15°33'23" W
L119	43.34	S 9°27'59" E
L120	24.51	S 65°48'59" E
L121	62.22	S 89°24'13" E
L122	74.16	N 84°59'21" E
L123	49.38	S 69°5'25" E
L124	46.85	N 25°19'5" W
L125	34.84	N 9°7'44" W
L127	44.45	N 4°3'5" E
L128	41.10	N 20°41'33" W
L134	41.63	S 24°27'33" W
L135	37.39	S 53°0'19" W
L143	18.11	N 54°47'20" W

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	151.89	75.67	28°32'43"	74.89	N 38°43'55" E

LEGEND

- FOUND 2-1/2" BRASS G.L.O. MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT WITH P.L.S. AS NOTED
- FOUND 3-1/4" ALUMINUM U.S.D.A. OR CDOT MONUMENT AS NOTED
- FOUND UNMARKED REBAR
- FOUND ORIGINAL STONE MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- SET 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- END OF LINE SEGMENT OR ARC - PROVIDED FOR DIMENSIONING PURPOSES ONLY - NO MONUMENT SET
- FOUND CDOT TYPE 1 RIGHT-OF-WAY MARKER
- FOUND 2" ALUMINUM MONUMENT, PE & PLS #28036
- FOUND 2" ALUMINUM MONUMENT, PLS #23089

KEY MAP

SHEET 5
SHEET 4
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10

100 0 100 200 300

GRAPHIC SCALE IN FEET
1 INCH = 100 FEET

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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

EXEMPTION PLAT

SHEET NO. 6

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

SCALE: 1" = 100'
SHEET: 6 OF 12
DRAWN BY: BK
CHKD BY: MJG
DATE: JUNE 21, 2024
PROJECT: 05554-2024
DRAWING: Battle North LLC Exemption Plat- 20240624.dwg
DIRECTORY: k:\GWP\05554\2024-Exemption Plat\

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY

LEGEND

- FOUND 2-1/2" BRASS G.L.O. MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT WITH P.L.S. AS NOTED
- FOUND 3-1/4" ALUMINUM U.S.D.A. OR CDOT MONUMENT AS NOTED
- FOUND UNMARKED REBAR
- FOUND ORIGINAL STONE MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- SET 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- END OF LINE SEGMENT OR ARC - PROVIDED FOR DIMENSIONING PURPOSES ONLY - NO MONUMENT SET
- FOUND CDOT TYPE 1 RIGHT-OF-WAY MARKER
- FOUND 2" ALUMINUM MONUMENT, PE & PLS #28036
- FOUND 2" ALUMINUM MONUMENT, PLS #23089

KEY MAP

SHEET 5
SHEET 4
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10

100 0 100 200 300

GRAPHIC SCALE IN FEET
1 INCH = 100 FEET

N 82°17'5" E 184.74'
N 78°54'42" E 171.94'
N 89°54'49" E 120.23'
S 68°13'20" E 186.87'
S 01°14'45" E 159.31'
N 67°56'0" W 967.24'
1370.34'
1-1/2" ALUMINUM CAP A.P. 2 M.S. 20712 FOUND S67°56'00"E 1.26' FROM RECORD PROPERTY CORNER
S 37°45'59" E 229.26'
S 49°21'58" E 168.71'
N 82°2'10" E 531.37'
N 88°37'56" E 161.96'
S 85°15'3" E 466.15'
N 25°10'25" W 107.81'
United States of America Parcel No. 2203-171-00-001
FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO. 6 OF H.E.S. NO. 40
H.E.S. No. 40 PATENT DATE: 3-7-1912
SHEET 6
PARCEL 10 4,007,544 S.F. 92.001 ACRES
PARCEL 9 2,794,850 S.F. 64.161 ACRES
RESERVOIR PARCEL S.W.D REC. No. 202202329 (NOT INCLUDED IN THIS EXEMPTION)
EAGLE COUNTY ASSESSOR PARCEL 2203-024-00-007 (EAGLE RIVER WATER & SANITATION DISTRICT)
N 77°20'34" E 590.72'
N 62°9'59" E 587.18'
N 12°2'22" E 1004.21'
N 29°9'27" E 500.04'
Eagle River Water & Sanitation District Parcel No. 2203-024-00-007 Rec. No. 202202329
SHEET 9
S 70°32'11" E 182.32'
S 31°57'34" E 107.36'
S 61°6'45" E 234.68'
CENTERLINE OF EXISTING TRESTLE STRUCTURE AND MINE DISCHARGE CONVEYANCE PIPELINE. NO DEED FOUND. THESE USES MAY BE PERMITTED IN ACCORDANCE WITH THE REVISED CONSENT DECREES RECORDED IN BOOK 445 AT PAGES 683 AND 684..
APPARENT PRESCRIPTIVE ACCESS EASEMENT 30.00 FEET WIDE FOR PURPOSES OF ACCESSING THE CONSOLIDATED TAILINGS PILE (CTP), THE MINE DISCHARGE WASTEWATER TREATMENT FACILITY AND ASSOCIATED INFRASTRUCTURE AND APPURTENANCES. NO DEED FOUND. THIS ACCESS MAY BE PERMITTED IN ACCORDANCE WITH THE REVISED CONSENT DECREES RECORDED IN BOOK 445 AT PAGES 683 AND 684.
3-1/4" ALUMINUM RIGHT-OF-WAY MONUMENT FOUND N82°03'50"E 0.23' FROM RECORD PROPERTY CORNER
CENTERLINE OF EXISTING TRESTLE STRUCTURE AND MINE DISCHARGE CONVEYANCE PIPELINE. NO DEED FOUND. THESE USES MAY BE PERMITTED IN ACCORDANCE WITH THE REVISED CONSENT DECREES RECORDED IN BOOK 445 AT PAGES 683 AND 684.
S 0°0'00" W 181.45'
R=1010.67 L=527.57 Tan=269.94 Δ=29°54'30"
S 11°55' E 427.
C.D.O.T.
N 08°39'11" E 495.81'
N 25°10'25" W 107.81'
United States of America Parcel No. 2203-171-00-001
United States of America Parcel No. 2203-171-00-001
3-1/4" U.S.D.A. BRASS MONUMENT FOUND N28°03'17"W 0.89' FROM RECORD PROPERTY CORNER
L=76.61 Tan=38.33 Δ=05°29'13" R=800.00 CHORD=76.58' CHORD BEARING=S27°07'29"E
L=75.27 Tan=37.66 Δ=05°23'27" R=800.00 CHORD=75.24' CHORD BEARING=S27°10'22"E
N 30°2'20" W 24.02'
N 59°21'27" E
N 4°15'41" W 204.43'
S 88°12'08" E 154.87'
15.37'
N 30°9'17" E 96.14'
60.70'
L=94.73' Tan = 47.59' Δ=13°34'07" R= 400.00'
L=130.65' Tan=65.79 Δ=16°36'18" R=450.82'
L=436.38 Tan=222.42 Δ=27°19'32" R=915.00'
L=142.72' Tan=72.31 Δ=22°42'53" R=360.00'
L=141.82' Tan=71.02 Δ=7°54'29" R=1027.51'
L=238.65' Tan=122.12 Δ=29°55'50" R=456.85'
L=262.58 Tan=132.20 Δ=16°26'33" R=915.00'
N03°55'33"W 714.70'
S 19°01'52" E 16.92'
3-1/4" U.S.D.A. BRASS MONUMENT FOUND N27°54'00"W 1.35' FROM RECORD PROPERTY CORNER AND 1-1/2" ALUMINUM REFERENCE MONUMENT FOUND S55°01'43"E 10.22 FEET FROM RECORD PROPERTY CORNER
N 15°26'10" E 30.92'
N 7°34'14" W 24.96'
S 11°45'55" E 140.75'
N 53°55'33" W 74.99'
N 53°55'33" W 266.47'
Δ=57°00'49" R=365.33' L=363.53' C=348.72' CB=N 19°54'14" W
SHEET 6
W.R.N.F.
N 59°21'27" E 55.86'
FOUND ORIGINAL STONE MONUMENT AT CORNER 1 OF MS 20461 RUBY LODE
N 59°21'27" E 86.36'
S 24°22'53" E 31.22'
N 24°22'53" W 40.00'
L=68.95 Δ=05°29'13" R=720.00 CHORD=68.92' CHORD BEARING=N27°07'29"W
MS 20461 SAPPHIRE LODE PATENT DATE: 3-25-1932
L=82.80 Δ=05°23'27" R=880.00 CHORD=82.77' CHORD BEARING=N27°10'22"W
N 59°21'27" E 82.67'
N 59°21'27" E 100.96'
U.S. Highway 24
S 20°20'43" E 204.22'
S 24°22'53" E 57.10'
S 24°22'53" E 79.80'
N 56°13'01" E 47.41'
N 45°56'10" E 110.14'
N 65°37'08" E 7.43'
N 24°28'38" W 137.00'
S 19°00'55" E 284.21'
S 19°46'17" E 166.33'
S 10°31'15" E 628.71'
CENTERLINE OF EXISTING OVERHEAD POWERLINE. NO DEED FOUND. THIS USE MAY BE PERMITTED IN ACCORDANCE WITH THE REVISED CONSENT DECREES RECORDED IN BOOK 445 AT PAGES 683 AND 684.
PARCEL 8 122,702 S.F. 2.817 ACRES
UNION PACIFIC RAILROAD R.O.W.
Eagle River
MS 20461 RUBY LODE PATENT DATE: 3-25-1932
200.00'
Δ=2°30'34" R=3365.06' L=147.39' C=147.37' CB=S 17°57'58"E
CDOT RIGHT-OF-WAY PER BOUNDARY AGREEMENT RECEPTION NUMBER: 201812787 RECORDED: JULY 7, 2018
Δ=30°17'42" R=994.91' L=526.06' C=519.95 CB=N 9°19'47" W
Δ=13°24'19" R=1286.60' L=301.02' C=300.34' CB=S 10°00'31" E
94.05'
S 24°44'22" W 216.56'
S 21°45'15" E 327.19'
80.00'
30.00'
N 24°44'22" E 422.47'
U.S. Highway 24
FOUND 3-1/4" U.S.D.A. ALUMINUM CAP MARKED "COR 2 HES 40" N43°03'31"E 0.60' FROM CALCULATED CORNER
S 20°12'45" W 132.00'
N 69°22'30" E 165.36'
Δ=0°37'43" R=2408.63' L=26.42' C=26.42 CB=S 14°3'37" W
N59°22'30"E 32.27'
FOUND ORIGINAL STONE MONUMENT AT COR 2 MS 20461 PURITAN LODE'
N45°06'44"W 22.43'
N 45°6'44" W 131.45'
MS 20461 PURITAN LODE PATENT DATE: 3-25-1932
Δ=0°10'51" R=58445.82' L=184.39' C=184.39' CB=S 14°27'54" W
PARCEL 7 242,980 S.F. 5.578 ACRES
S 14°38'41" W 332.16'
S 14°44'22" W 327.03'
Δ=26°15'00" R=676.20' L=309.80' C=307.10' CB=N 11°36'52" E
Eagle River
United States of America Parcel No. 2203-171-00-001
MS 19960 GENERAL FOCH LODE PATENT DATE: 3-15-1921
UNION PACIFIC RAILROAD R.O.W.
N 20°12'45" W 927.03'
N 21°38'58" W 546.98'
CDOT RIGHT-OF-WAY PER BOUNDARY AGREEMENT RECEPTION NUMBER: 201812787 RECORDED: JULY 7, 2018

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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SHEET NO. 7

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

EXEMPTION PLAT

SCALE:	1" = 100'	DATE:	JUNE 21, 2024	DRAWN BY:	BK
SHEET:	7 OF 12	PROJECT:	05554-04	CHKD BY:	MJG

DRAWING: Battle North LLC Exemption Plat- 20240624.dwg
DIRECTORY: I:\GVW\05554\05204-Exemption Plat\

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY

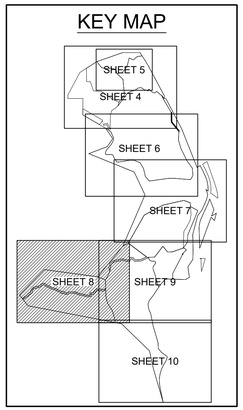
LINE TABLE		
LINE	LENGTH	BEARING
L1	38.71	N 11°51'41" W
L2	4.99	N 14°44'58" W
L3	36.08	S 54°4'58" W
L4	39.81	S 65°7'19" W
L5	17.27	S 88°59'36" W
L6	29.64	N 53°23'43" W
L7	56.51	S 84°39'57" W
L8	31.70	S 69°9'13" W
L9	22.66	S 50°35'41" W
L10	72.54	N 85°50'53" W
L11	66.59	S 13°39'39" W
L12	27.53	S 76°7'16" W
L13	55.95	N 87°25'5" W
L14	65.95	N 70°35'49" W
L15	54.26	N 82°12'51" W
L16	27.33	N 71°30'33" W
L17	57.24	N 59°38'48" W
L18	62.32	S 89°12'17" W
L19	25.21	S 47°40'31" W
L20	54.42	S 77°15'36" W
L21	24.97	N 74°3'40" W
L22	65.31	N 58°11'1" W
L23	44.33	S 71°56'14" W
L24	34.38	N 46°49'29" W
L25	56.02	N 69°30'0" W
L26	53.72	N 64°54'54" W
L27	52.70	N 57°21'3" W
L28	52.56	N 81°19'48" W
L29	81.30	N 71°34'21" W
L30	56.36	N 55°22'6" W
L31	44.10	N 72°43'32" W
L32	48.74	N 65°50'54" W
L33	30.12	N 76°40'51" W
L34	64.07	S 80°43'22" W
L35	69.82	S 45°20'15" W
L36	60.07	S 30°19'19" W
L37	25.00	S 15°41'15" E
L38	7.78	S 1°30'29" W
L39	9.26	S 29°0'22" W
L40	12.12	S 59°28'21" W
L41	25.11	S 79°41'59" W
L42	36.90	S 59°32'43" W
L43	40.08	S 37°59'43" W
L44	17.48	S 28°51'58" W
L45	60.49	S 51°22'40" W
L46	27.83	S 32°39'21" W
L47	34.75	N 32°39'21" E
L48	51.83	N 51°22'40" E
L49	24.41	N 28°51'58" E
L50	29.27	N 37°59'43" E
L51	22.18	N 59°32'43" E
L52	25.13	N 79°41'59" E
L53	30.15	N 59°28'21" E
L54	29.94	N 29°0'22" E
L55	23.62	N 1°30'29" E
L56	14.06	N 15°41'15" W

LINE TABLE		
LINE	LENGTH	BEARING
L57	37.81	N 30°19'19" E
L58	51.79	N 45°20'15" E
L59	53.65	N 80°43'22" E
L60	4.89	S 76°40'51" E
L61	69.09	S 50°54'2" E
L62	56.39	S 65°50'54" E
L63	40.40	S 72°43'32" E
L64	55.95	S 55°22'6" E
L65	47.48	S 81°19'48" E
L66	46.85	S 57°21'3" E
L67	57.96	S 64°54'54" E
L68	49.60	S 69°30'0" E
L69	50.03	S 46°49'29" E
L70	49.41	N 71°56'14" E
L71	52.28	S 68°11'1" E
L72	40.77	S 74°3'40" E
L73	75.21	N 77°15'36" E
L74	20.60	N 47°40'31" E
L75	46.06	N 89°12'17" E
L76	51.42	S 50°38'48" E
L77	35.23	S 71°30'33" E
L78	56.44	S 82°12'51" E
L79	67.65	S 87°25'5" E
L80	57.57	N 76°7'16" E
L81	56.99	N 13°39'39" E
L82	54.66	S 85°50'53" E
L83	44.30	N 50°35'41" E
L84	10.47	N 69°9'13" E
L85	44.39	N 84°39'57" E
L86	27.94	S 53°23'43" E
L87	39.34	N 88°59'36" E
L88	52.13	N 65°7'19" E
L89	22.36	N 54°4'58" E
L90	16.93	N 10°13'5" E
L91	4.16	N 24°43'37" W
L92	35.56	N 2°34'28" W
L93	48.19	N 17°36'42" E
L94	18.18	N 23°6'54" E
L95	23.36	N 10°13'5" E
L96	75.43	N 22°13'41" E
L97	29.71	S 47°44'40" E
L98	43.86	S 22°14'32" E
L99	22.10	S 46°45'14" E
L100	63.94	S 73°8'12" E
L101	55.31	S 89°10'25" E
L102	43.18	S 59°40'34" E
L103	35.14	S 1°52'44" E
L104	40.16	S 29°14'17" E
L105	30.98	S 51°17'35" W
L106	55.35	S 22°13'41" W
L107	54.63	S 89°25'59" W
L108	33.85	S 10°13'5" W
L109	15.58	S 23°6'54" W
L110	57.23	S 17°36'42" W
L111	50.51	S 2°34'28" E
L112	57.52	S 24°43'37" E

LEGEND

- FOUND 2-1/2" BRASS G.L.O. MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT WITH P.L.S. AS NOTED
- FOUND 3-1/4" ALUMINUM U.S.D.A. OR CDOT MONUMENT AS NOTED
- FOUND UNMARKED REBAR
- FOUND ORIGINAL STONE MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- SET 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- END OF LINE SEGMENT OR ARC - PROVIDED FOR DIMENSIONING PURPOSES ONLY - NO MONUMENT SET
- FOUND CDOT TYPE 1 RIGHT-OF-WAY MARKER
- FOUND 3" ALUMINUM MONUMENT, PE & PLS #28036
- FOUND 2" ALUMINUM MONUMENT, PLS #23089

KEY MAP



United States of America
Parcel No. 2203-171-00-001

FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO. 3 OF H.E.S. 41

1-1/2" ALUMINUM MONUMENT P.L.S. 23089, N82°15'50"W 754.04' FROM RECORD PROPERTY CORNER

S 82°15'42" E 1508.05'

FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO. 2 OF H.E.S. 41

S 69°4'25" E 231.93'

N 41°10'05" E 992.47'

PARCEL 1
970,774 S.F.
22.286 ACRES

H.E.S. No. 41
PATENT DATE: 3-7-1912

EAGLE COUNTY ASSESSOR PARCEL 2203-023-00-001
(EAGLE RIVER WATER & SANITATION DISTRICT)

CROSS CREEK PARCEL (SWD REC. # 202202329)
[NOT INCLUDED IN THIS EXEMPTION PLAT]

FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO. 4 OF H.E.S. 41

N 38°40'50" W 153.64'

N 57°17'27" W 42.32'

S 57°17'27" W 51.66'

N 57°17'27" E 69.93'

359.82' 209.77'

2-1/2" IRON PIPE FOUND S65°33'40"E 1.39' FROM RECORD PROPERTY CORNER

FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO. 5 O F H.E.S. 41

1331.02' (TO MONUMENT)

N 79°6'56" W 2494.04' (PARCEL 2 BOUNDARY)

FOUND #5 REBAR, SET 1-1/2" ALUMINUM MONUMENT PE & PLS 28036

2661.26' (EXTERNAL BOUNDARY)

1163.02' (TO MONUMENT)

PARCEL 2
1,423,539 S.F.
32.68 ACRES

United States of America
Parcel No. 2203-171-00-001

SHEET 9

SHEET 7

FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO. 5 OF H.E.S. 40 AND AT ANGLE POINT NO. 1 OF H.E.S. 41

N 60°17'10" E 176.55'

United States of America
Parcel No. 2203-171-00-001

PARCEL 4
322,849 S.F.
7.412 ACRES

N 89°2'50" E 104.82'

S 51°17'26" W 144.42'

N 51°17'26" E 119.15'

S 80°1'14" W 83.39'

N 80°1'14" E 226.60'

245.49' 162.10'

N 75°30'49" W 122.76'

S 75°30'49" E 119.31'

N 89°25'59" E 86.49'

EAGLE COUNTY ASSESSOR PARCEL 2203-024-00-007
(EAGLE RIVER WATER & SANITATION DISTRICT)
[NOT INCLUDED IN THIS EXEMPTION PLAT]

INLET PARCEL
(SWD REC. # 202202329 & AFFIDAVIT CONCERNING CONFLICTS IN DESCRIPTIONS OF LAND AND SCRIVENER'S ERRORS REC. NO. 202203221)

S 19°1'53" W 43.82'

S 16°1'53" W 101.06'

N 39°25'59" E 170.18'

EAGLE RIVER DIVERSION PARCEL
(PERPETUAL EASEMENT AGREEMENT - REC. NO. 202202330)

S 1°40'27" E 238.56'

PARCEL 3
2,846,492 S.F.
65.346 ACRES

N 86°10'16" W 83.45'

S 86°10'16" E 77.90'

S 34°30'47" W 101.73'

N 12°29'13" E 94.91'

S 1°40'27" E 206.83'

H.E.S. No. 41
PATENT DATE: 3-7-1912

S 15°15'55" E 162.56'

EAGLE RIVER DIVERSION PARCEL
(PERPETUAL EASEMENT AGREEMENT - REC. NO. 202202330)

S 30°17'22" E 65.77'

S 30°17'48" E 151.02'

S 17°56'47" E 89.45'

S 15°14'47" E 241.93'

SHEET 10

100 0 100 200 300

GRAPHIC SCALE IN FEET
1 INCH = 100 FEET

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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SHEET NO. **8**

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

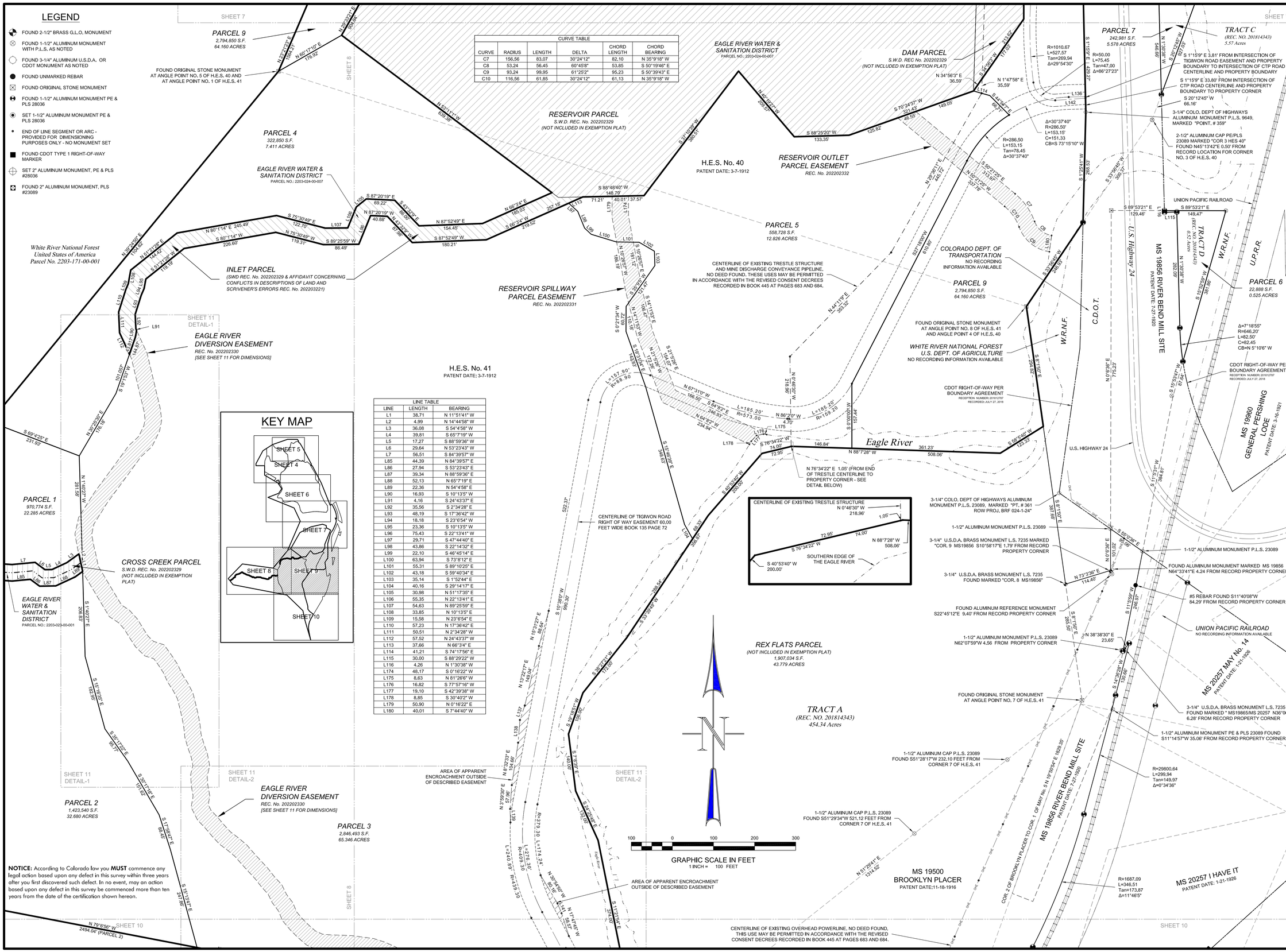
EXEMPTION PLAT

SCALE: 1" = 100'
SHEET: 8 OF 12
DRAWING: Battle North LLC Exemption Plats- 20240624.dwg
DIRECTORY: I:\GWW\05554\10924-Exemption Plat\

DATE: JUNE 21, 2024
PROJECT: 05554-004

DRAWN BY: BK
CHKD BY: MJG

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C7	156.56	83.07	30°24'12"	82.10	N 35°9'18" W
C8	53.24	56.45	60°45'8"	53.85	S 50°19'46" E
C9	93.24	99.95	61°25'2"	95.23	S 50°39'43" E
C10	116.56	61.85	30°24'12"	61.13	N 35°9'18" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	38.71	N 11°51'41" W
L2	4.99	N 14°44'58" W
L3	36.08	S 54°4'58" W
L4	39.81	S 65°7'19" W
L5	17.27	S 88°59'36" W
L6	29.64	N 53°23'43" W
L7	56.51	S 84°39'57" W
L85	44.39	N 84°39'57" E
L86	27.94	S 53°23'43" E
L87	39.34	N 88°59'36" E
L88	52.13	N 65°7'19" E
L89	22.36	N 54°4'58" E
L90	16.93	S 10°13'5" W
L91	4.16	S 24°43'37" E
L92	35.56	S 2°34'28" E
L93	48.19	S 17°36'42" W
L94	18.18	S 23°6'54" W
L95	23.36	S 10°13'5" W
L96	75.43	S 22°13'41" W
L97	29.71	S 47°44'40" E
L98	43.86	S 22°14'32" E
L99	22.10	S 46°45'14" E
L100	63.94	S 73°8'12" E
L101	55.31	S 89°10'25" E
L102	43.18	S 59°40'34" E
L103	35.14	S 1°52'44" E
L104	40.16	S 29°14'17" E
L105	30.98	N 51°17'35" E
L106	55.35	N 22°13'41" E
L107	54.63	N 89°25'59" E
L108	33.85	N 10°13'5" E
L109	15.58	N 23°6'54" E
L110	57.23	N 17°36'42" E
L111	50.51	N 2°34'28" W
L112	57.52	N 24°43'37" W
L113	37.66	N 66°3'4" E
L114	41.21	S 74°17'56" E
L115	30.00	S 88°29'22" W
L116	4.26	N 1°30'38" W
L174	48.17	S 0°16'22" W
L175	8.63	N 81°26'6" W
L176	16.82	S 77°57'16" W
L177	19.10	S 42°39'38" W
L178	8.85	S 30°40'2" W
L179	50.90	N 0°16'22" E
L180	40.01	S 7°44'40" W

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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SHEET NO. 9

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

EXEMPTION PLAT

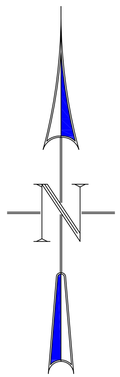
SCALE: 1" = 100' | DATE: JUNE 21, 2024 | DRAWN BY: MJG
SHEET: 9 OF 12 | PROJECT: 05554-2024 | CHKD BY: BK
DRAWING: PARCELS FOR EXEMPTION PLAT 20240624.dwg
DIRECTORY: I:\GVWF\05554\2024-Exemption Plat\

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY

LEGEND

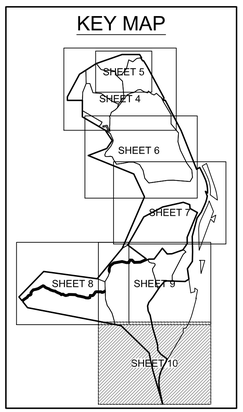
- FOUND 2-1/2" BRASS G.L.O. MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT WITH P.L.S. AS NOTED
- FOUND 3-1/4" ALUMINUM U.S.D.A. OR CDOT MONUMENT AS NOTED
- FOUND UNMARKED REBAR
- FOUND ORIGINAL STONE MONUMENT
- FOUND 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- SET 1-1/2" ALUMINUM MONUMENT PE & PLS 28036
- END OF LINE SEGMENT OR ARC - PROVIDED FOR DIMENSIONING PURPOSES ONLY - NO MONUMENT SET
- FOUND CDOT TYPE 1 RIGHT-OF-WAY MARKER
- SET 2" ALUMINUM MONUMENT, PE & PLS #28036
- FOUND 2" ALUMINUM MONUMENT, PLS #23089

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C2	1000.00	147.96	8°28'39"	147.83	N 78°27'20" E
C3	117.42	118.75	57°56'43"	113.75	S 53°43'16" W



100 0 100 200 300

GRAPHIC SCALE IN FEET
1 INCH = 100 FEET



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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

N 79°6'56" W 2494.04' (PARCEL 2)
SHEET 9
N 79°6'56" W 167.22'
PARCEL 2
1,423,540 S.F.
32.680 ACRES
FOUND 1-1/2" ALUMINUM CAP MARKED "COR,2 MARS MILL SITE 20745" N 45°47'44" W A DISTANCE OF 0.72' FROM RECORD CORNER
S 79°6'56" E 657.23'
977.73'
320.50'
White River National Forest
United States of America
Parcel No. 2203-171-00-001
MS 20745 MARS MILL SITE
PATENT DATE: 3-31-1926
SHEET 11 DETAIL-2
318.55'
N 45°47'44" W
EXISTING LOCATION OF TIGIWON ROAD, NO DEED FOUND.
C3
C2
L140
S 74°13'0" W
79.52'
125.40'
L=142.30'
R=830.00'
EAGLE RIVER DIVERSION EASEMENT
REC. No. 20220230
[SEE SHEET 11 FOR DIMENSIONS]
1051.01'
972.46'
525.88'
SHEET 11 DETAIL-2
SHEET 11 DETAIL-3
PARCEL 3
2,846,493 S.F.
65.346 ACRES
TRACT A
(REC. NO. 201814343)
454.34 Acres
H.E.S. No. 41
PATENT DATE: 3-7-1912
SHEET 8
S 28°27'0" E 258.80'
S 28°27'0" E 176.73'
S 17°47'45" W 58.51'
S 11°11'34" E 374.90'
CENTERLINE OF TIGIWON ROAD RIGHT OF WAY EASEMENT 60,00 FEET WIDE BOOK 135 PAGE 72
FOUND 1-1/2" ALUMINUM CAP MARKED "W.C. 1-M.M.S. 20745, 8-B.P., 19500, 6 - H.E.S., - 41" LOCATED S79°04'05"E 35,70' FROM ANGLE POINT 6 OF H.E.S. 41
FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO. 6 OF H.E.S. 41
S 16°33'40" E 326.72'
S 15°15'58" E 154.00'
S 2°45'58" E 158.00'
S 30°10'16" E 132.00'
S 53°17'20" E 209.22'
REX FLATS PARCEL
(NOT INCLUDED IN EXEMPTION PLAT)
1,907,034 S.F.
43.779 ACRES
BATTLE NORTH LLC
PARCEL NO.: 2203-024-00-006
MS 19500 BROOKLYN PLACER
PATENT DATE:11-18-1916
FOUND 1-1/2" ALUMINUM CAP MARKED "COR,3 MARS MILL SITE 20745" N45°38'16"W 4.46' FROM RECORD PROPERTY CORNER
TIGIWON ROAD RIGHT OF WAY EASEMENT 60,00 FEET WIDE BOOK 135 PAGE 72
85.24'
S 48°52'0" E 192.64'
207.07'
N 12°7'10" W
409.47'
N 73°22'0" W 40.19'
152.16'
R=62.40
L=169.35
Tan=287.40
Δ=155°30'0"
FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO, 6 OF BROOKLYN PLACER
CENTERLINE OF EXISTING OVERHEAD POWERLINE, NO DEED FOUND. THIS USE MAY BE PERMITTED IN ACCORDANCE WITH THE REVISED CONSENT DECREES RECORDED IN BOOK 445 AT PAGES 683 AND 684.
1-1/2" ALUMINUM CAP P.L.S. 28036 REFERENCE MONUMENT FOUND S89°10'02"W 8,81 FEET FROM PROPERTY CORNER TO THE EAST AND N07°47'30"E 19,34 FEET FROM PROPERTY CORNER TO THE SOUTH
S 89°10'2" W 66.59'
R=2298.64
L=117.33
Tan=58.68
Δ=2°55'28"
S 30°39'47" W 22.42'
S 7°49'58" E 109.10'
MS 20043 MAY No.5 LODE
PATENT DATE: 1-21-1926
MS 20257 I HAVE IT
PATENT DATE: 1-21-1926
MS 20257 LINCOLN HIGHWAY
PATENT DATE: 1-21-1926
UNION PACIFIC RAILROAD
UNION PACIFIC RAILROAD R.O.W.
S 30°39'47" W 664.09'
Eagle River
FOUND ORIGINAL STONE MONUMENT AT CORNER NO. 2 OF MS 20257 MAY NO. 15
FOUND W.C, N30°39'47"E 90,50' FROM PROPERTY CORNER
N 13°7'52" W 39.09'
Δ=2°35'59"
R=836.49'
L=37.95'
C=37.95
CB=S 13°13'46" W
S 30°39'47" W 44.16'
Δ=0°42'5"
R=3919.72'
L=47.98'
C=47.98
CB=S 11°34'45" W
ANGLE POINT NO. 2 OF M.S. 19500 BROOKLYN PLACER A MOUND OF STONES FOUND IN PLACE
R=4816.15
L=141.71'
Tan=70.86
Δ=1°41'3"
UNION PACIFIC RAILROAD
NO RECORDING INFORMATION AVAILABLE
U.S. HIGHWAY 24
MS 20257 MAY No.15
PATENT DATE: 1-21-1926
FOUND ORIGINAL STONE MONUMENT AT CORNER NO, 3 OF MS 20257 MAY NO, 15 S77°2527'W 2.03' FROM RECORD PROPERTY CORNER
TRACT E
(REC. NO. 201814343)
71.84 Acres
MS 2367 JOHN C. GODFREY
PATENT DATE: 7-28-1883
R=871.26
L=577.86
Tan=300.01
Δ=37°58'13"
MS 20292 BIG TIMBER LODE
PATENT DATE: 3-31-1926
White River National Forest
United States of America
Parcel No. 2203-171-00-001
N 16°11'25" W 982.56'
R=2684.59
L=132.72
Tan=66.37
Δ=2°49'57"
Union Pacific Railroad
No Recording Information Available
BATTLE NORTH LLC
PARCEL NO.: 2203-024-00-006
S 11°46'32" E 336.55'
FOUND W.C. N 11°46'32" W 16.28' FROM PROPERTY CORNER
Eagle River
TRACT F
(REC. NO. 201814343)
8.01 Acres
MS 20292 ST. PATRICK LODE
PATENT DATE: 3-31-1926

SHEET NO. 10

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT: 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

EXEMPTION PLAT

DRAWN BY: MG
CHKD BY: BK
DATE: JUNE 21, 2024
PROJECT: 05554-2024
SCALE: 1" = 100'
SHEET: 10 OF 12
DRAWING: PARCELS FOR EXEMPTION PLAT 20240624.dwg
DIRECTORY: I:\GWF\05554\10574-Exemption Plat\

REV NO	DATE	REVISION	MADE BY	CHKD BY	APPD BY

DETAIL-1

INLET PARCEL
(SWD REC. No. 202202329 & AFFIDAVIT CONCERNING CONFLICTS IN DESCRIPTIONS OF LAND AND SCRIVENER'S ERRORS REC. No. 202203221)
(NOT INCLUDED IN EXEMPTION PLAT)

EAGLE RIVER DIVERSION EASEMENT
REC. No. 202202330

PARCEL 4
322,850 S.F.
7.411 ACRES

OLD TAILINGS PILE "OTP" AREA
RESTRICTIVE NOTICE (REC. Nos. 201919762 & 202112199)

PARCEL 1
970,774 S.F.
22.285 ACRES

CROSS CREEK PARCEL
S.W.D. REC. No. 202202329
(NOT INCLUDED IN EXEMPTION PLAT)

PARCEL 3
2,846,493 S.F.
65.346 ACRES

PARCEL 2
1,423,540 S.F.
32.680 ACRES

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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DETAIL-2

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C5	3919,72	11,67	0°10'14"	11,67	S 11°50'40" W
C6	3919,72	36,31	0°31'51"	36.31	S 11°29'38" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	38,71	N 11°51'41" W
L2	4,99	N 14°44'58" W
L3	36,08	S 54°4'58" W
L88	52,13	N 65°7'19" E
L89	22,36	N 54°4'58" E
L91	4,16	N 24°43'37" W
L144	11,68	S 14°44'58" E
L145	22,49	S 32°52'51" E
L146	17,96	S 45°30'6" E
L147	22,65	S 16°36'21" E
L148	15,41	S 26°45'23" E
L149	22,66	S 43°44'45" E
L150	12,05	S 82°32'54" E
L151	17,59	S 45°50'44" W
L152	7,16	S 33°33'27" E
L153	8,89	S 80°17'31" E
L154	21,68	S 15°29'32" W
L155	19,95	S 17°40'5" E
L156	27,51	S 46°8'39" E
L157	11,72	N 45°0'0" W
L158	10,24	W
L159	17,54	S 81°33'3" W
L160	16,05	N 80°17'31" W
L161	11,37	N 8°59'31" E
L162	15,61	N 6°59'31" E
L163	7,68	N 15°50'29" W
L164	15,76	N 36°50'12" W
L165	13,96	N 81°50'12" W
L166	12,91	N 82°32'54" W
L167	19,20	N 11°4'39" W
L168	24,00	N 19°19'5" W
L169	17,92	N 36°3'25" W
L170	20,46	N 42°1'46" W
L171	12,09	N 14°44'58" W
L172	15,58	N 10°26'49" E
L173	11,43	N 24°43'37" W

DETAIL-3

FOUND 1-1/2" ALUMINUM CAP MARKED "COR,3 MARS MILL SITE 20745" N45°38'16"W 4.46' FROM RECORD PROPERTY CORNER

FOUND ORIGINAL STONE MONUMENT AT CORNER NO. 2 OF MS 20257 MAY NO. 15

EAGLE RIVER DIVERSION EASEMENT
REC. No. 202202330

OLD TAILINGS PILE "OTP" AREA
RESTRICTIVE NOTICE (REC. Nos. 201919762 & 202112199)

Δ=155°30'
R=62,40'
L=169,35'
C=121,96
CB=N 28°53'0" E

Δ=2°35'59"
R=836,49'
L=37,95'
C=37,95
CB=S 13°13'46" W

PARCEL 3
2,846,493 S.F.
65.346 ACRES

MS 20745
MARS MILL SITE
PATENT DATE: 3-3-1954

White River National Forest
United States of America
Parcel No. 2203-171-00-001

GRAPHIC SCALE IN FEET
1 INCH = 50 FEET

AREA OF APPARENT ENCROACHMENT OUTSIDE OF DESCRIBED EASEMENT

REX FLATS AREA
RESTRICTIVE NOTICE
(Rec No 201919764)

OLD TAILINGS PILE "OTP" AREA
RESTRICTIVE NOTICE
(REC. Nos. 201919762 & 202112199)

Δ=7°15'36"
R=439,30'
L=55,66'
C=55,63
CB=S 7°0'12" W

Δ=26°19'14"
R=379,30'
L=174,24'
C=172,72
CB=S 2°31'37" E

Δ=38°40'40"
R=409,30'
L=276,30'
C=271,08
CB=S 8°42'20" E

Δ=31°25'4
R=439,30'
L=240,89'
C=237,88
CB=S 12°20'8" E

Δ=12°21'26"
R=379,30'
L=81,81'
C=81,65
CB=S 21°51'57" E

AREA OF APPARENT ENCROACHMENT OUTSIDE OF DESCRIBED EASEMENT

CENTERLINE OF TIGIWON ROAD
RIGHT OF WAY EASEMENT 60,00
FEET WIDE BOOK 135 PAGE 72

H.E.S. No. 41
PATENT DATE: 3-7-1912

Eagle River

Δ=102°16'23"
R=50,00'
L=89,25'
C=77,86
CB=N 23°6'11" E

Δ=102°16'23"
R=110,00'
L=196,35'
C=171,30
CB=N 23°6'11" E

Δ=102°16'23"
R=60,00'
L=142,80'
C=124,58
CB=N 23°6'11" E

Δ=57°56'43"
R=117,42'
L=118,75'
C=113,75
CB=S 53°43'18" W

Δ=8°28'39"
R=1000,00'
L=147,96'
C=147,83
CB=N 78°27'20" E

EXISTING LOCATION OF TIGIWON ROAD. NO DEED FOUND.

TRACT A
(REC. NO. 201814343)
454,34 Acres

EXEMPTION PLAT

SHEET NO. 11

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

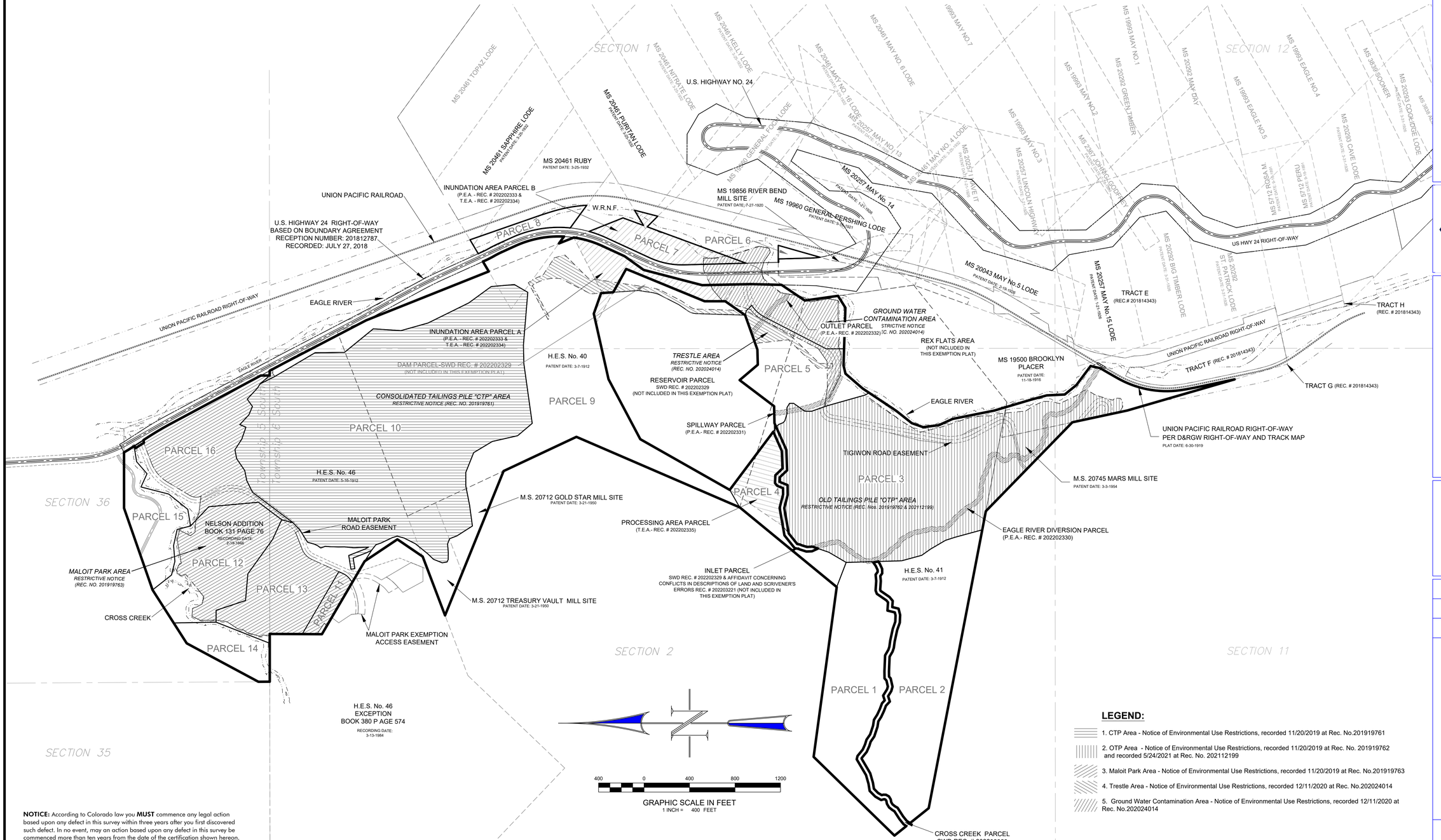
SCALE:	1" = 50'
SHEET:	11 OF 12
DRAWING:	7AXCELS FOR EXEMPTION PLAT 20240624.dwg
DIRECTORY:	J:\GWW\5555\5554-Exemption Plat\
DATE:	JUNE 21, 2024
PROJECT:	5554-2024
DRAWN BY:	MG
CHKD BY:	BK

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY

BATTLE MOUNTAIN NORTH EXEMPTION PLAT

RESTRICTIVE NOTICE AREAS

The hatched areas of the property labeled as the Old Tailings Pile "OTP" Area, Trestle Area, Ground Water Contamination Area, Maloit Park Area, and the Consolidated Tailings Pile "CTP" Area are subject to a Notice of Environmental Use Restrictions imposed by the Colorado Department of Public Health and Environment pursuant to sections 25-15-321.5, Colorado Revised Statutes



LEGEND:

1. CTP Area - Notice of Environmental Use Restrictions, recorded 11/20/2019 at Rec. No.201919761
2. OTP Area - Notice of Environmental Use Restrictions, recorded 11/20/2019 at Rec. No. 201919762 and recorded 5/24/2021 at Rec. No. 202112199
3. Maloit Park Area - Notice of Environmental Use Restrictions, recorded 11/20/2019 at Rec. No.201919763
4. Trestle Area - Notice of Environmental Use Restrictions, recorded 12/11/2020 at Rec. No.202024014
5. Ground Water Contamination Area - Notice of Environmental Use Restrictions, recorded 12/11/2020 at Rec. No.202024014

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 an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SHEET NO. 12

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

EXEMPTION PLAT

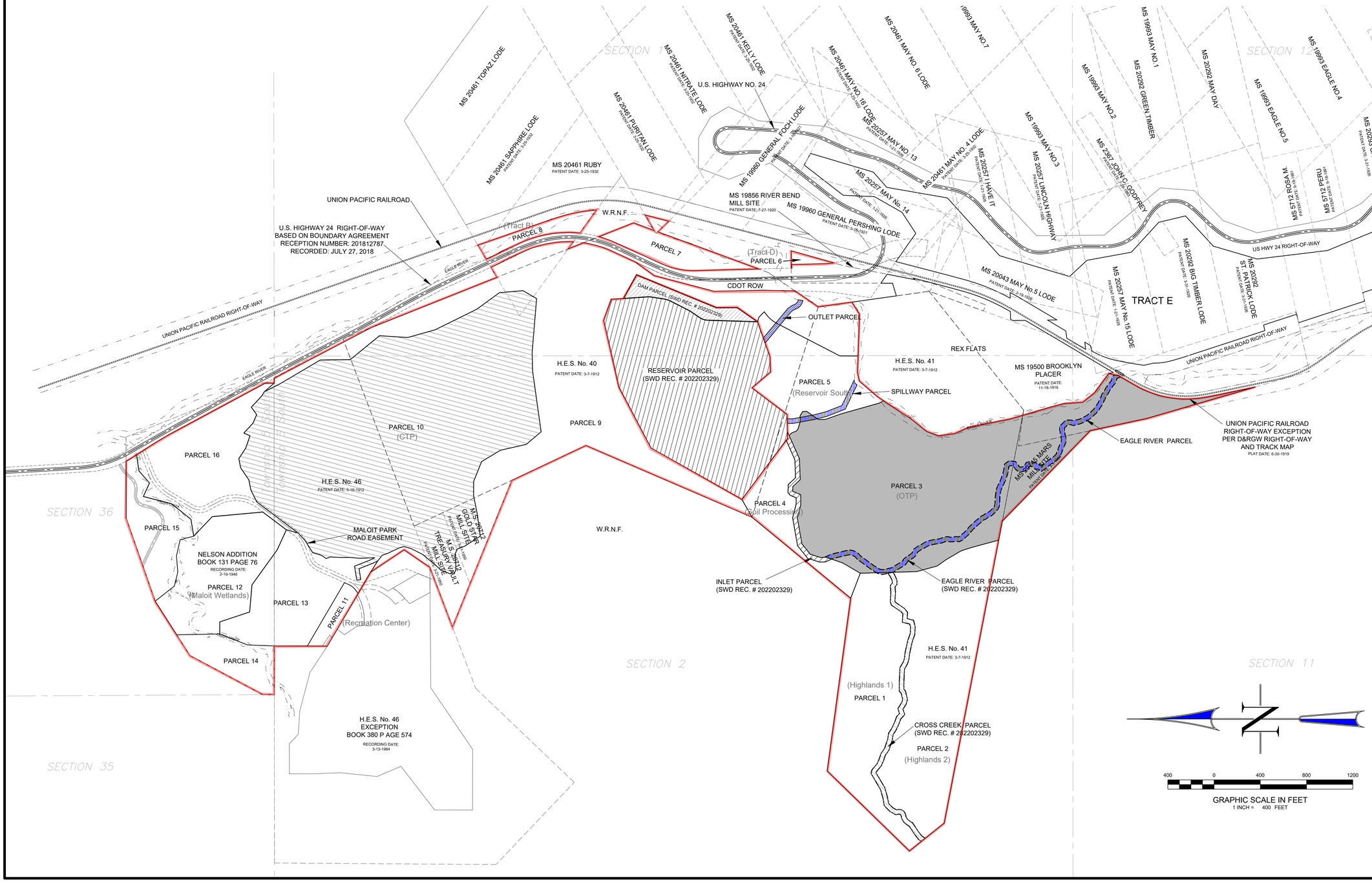
SCALE: 1" = 400'
SHEET: 12 OF 12
DRAWING: Exemption Plat Cover Sheet 20240621.dwg
DIRECTORY: I:\GWP\05554\2024-Exemption Plat\

DATE: JUNE 21, 2024
PROJECT: 05554-04

DRAWN BY: BK
CHKD BY: MJG

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY
1	4/12/2024	Revised boundaries for Parcels 13 & 14			

EXHIBIT 3 PARCEL MAP



SHEET NO. 1

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE, UNIT 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA ENGINEERING & SURVEYING

EXHIBIT 1 PARCEL MAP

DATE: 12 JANUARY 2024 | PROJECT: 05554-04 | DRAWN BY: BK | CHKD BY: MJG

SCALE: 1" = 400' | SHEET: 1 OF 1

DRAWING: Battle North LLC Exhibit with New Parcels - 20240112.dwg

DIRECTORY: J:\GVW\05554\2024-Exemption Plat\for Title Company\

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY

Exhibit 4

Memo

To: Town of Minturn, Mike Sawyer

From: Tim McGuire

Date: June 25, 2024

Re: **Battle North LLC Consent Decree**

The following is provided to clarify how the features of land owned by Battle North LLC, (the "Property") are covered by the consent decrees recorded against the property as outlined in both the Exemption Plat (note 12) as well as the Title Commitment (note 12). The Consent Decrees are recorded in the Eagle County Land Records at Book 445 Pages 683 and 684. Per the terms of the Settlement Agreement, the following is provided without representation or warranty and the Town must rely on its own investigation of the Town Parcels, including the evaluations of its environmental consultants and legal counsel.

The Consent Decrees were entered into in 1985 between the then current landowner of the property, Glenn T. Miller and the State of Colorado. The Decrees allow for continued access to the property by the State (and its designee's) to preform work required by or related to the Remedial Action Plan. In the late 1980's this work was extensive with the cleanup of the Property by CDPHE and EPA, but today this work and access is limited to the ongoing operation and maintenance of the remedial features located within the Property.

These features located on the property include the following: Wastewater Treatment plant located on the CTP, the CTP itself and any disposal areas and sludge ponds within the CTP, the Mine Water transportation pipelines (formerly located on the trestle structure but since buried on Property roadways), Water Diversion Trenches, and Groundwater Extraction trenches located adjacent to the CTP. Access also includes the road access from Tigiwon Road to the wastewater treatment plant. We have provided a map that shows the location of these remedial features with this memo.

Notes shown on pages 6, 7, and 9 of the Exemption Plat reference the Consent Decree in relation to both the Wastewater Treatment Plan Access road (which is located on Parcel 9, which Battle North will retain) as well as the Trestle Structure which is located on portions of Parcel 5, (which the Town of Minturn will acquire). It should be noted that the Trestle Structure formerly carried the Mine Water Transportation Pipeline and was a remedial feature. Several years ago, CBS/Viacom removed the Mine Water Transportation Pipeline from the Trestle Structure and buried it within portions of both Tigiwon Road and the Wastewater Treatment plant access road (as shown on the attached map). Therefore, the Trestle Structure is no longer considered a remedial feature and not subject to the Consent Decrees.

Any current or future landowner of the Property will be subject to these consent decrees until the State has completed the implementation of the Remedial Action Plan. It is not anticipated that the consent decrees will have any significant impact on land to be acquired by the Town of Minturn as part of the proposed settlement. Access to the wastewater treatment plant by CBS/Viacom will be required indefinitely. The water diversion trenches that cross any land to be acquired by the Town of Minturn may be relocated as long as they continue to serve their functions of diverting surface water from remedial areas of the site.

ABANDONED

Mine Water Transport Pipeline (Pipeline Trestle)

Treatment Plant Access Road

Tig Won Road

Buried Mine Transportation Pipeline (currently used)

Wastewater Treatment Plant

Upper and Lower Surge Ponds

Roaster Pile #5

Rex Flats Area

UPRR

Eagle River

24

East Ground Water Extraction Trench

Sludge Cell/Pit

Bolts Lake Area

CTP Area

North Ground Water Extraction Trench

Temporary Cell

Surface Water Diversion Trench

Property Boundary

Historic Sump #3 Area

Sump #3 Area

Former Tailings Slurry Pipeline

OTP Area

South Surface Water Diversion Trench

North Surface Water Diversion Trench/ Bolts Ditch

Maloit Park Area

Upgradient Ground Water Diversion Trench

Bolts Ditch

Highlands Area

Cross Creek

Legend

Remedial Areas

Extraction or Diversion Trenches

N

0 150 300 600

Feet

Project: **Battle Mountain Project**

Title: **North Property Existing Site Features**

Prepared By: **8140 Partners, LLC**

Date: **12/15/2011**

Figure: **1**

478

Thursday, December 8, 2011 7:57:04 PM
P:\Battle Mountain\06.00 Design Tasks\Miscellaneous Assignments\MA017 - EPA FS Exhibits\Figure 1.mxd

241927
445
683
JOSANNETTE PHILLIPS
EAGLE CTY. RECORDER
Jul 23 11 22 AM '86

Rec'd 4/22/86

FILED
UNITED STATES DISTRICT COURT
DENVER, COLORADO
APR 28 1985
JAMES R. MANSPEAKER
CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 83-C-2387

STATE OF COLORADO,

Plaintiff,

vs.

GULF & WESTERN INDUSTRIES, INC., et al.,

Defendants.

REVISED CONSENT DECREE

THIS MATTER having come before the court upon the stipulation for entry of decree entered into between the State of Colorado, plaintiff, and Glenn T. Miller, defendant, and the court being fully advised in the premises,

The court, upon consent of all the parties hereto, enters the following findings of fact, conclusions of law, and order:

I. JURISDICTION

The court has jurisdiction over the subject matter herein and the parties to this Consent Decree.

II. PARTIES BOUND

A. This Consent Decree shall apply to and be binding upon the State of Colorado, Glenn T. Miller, and his successors and assigns only. The undersigned representative of each party to this Consent Decree certifies that he or she is fully author-

ized by the party whom h or she represents to enter into the terms and conditions of the Consent Decree and to execute and legally bind that party to it.

B. This Consent Decree is not intended to, and shall not, alter the general principles of law which define and govern the force, effect and priority, if any, to be given the rights coveyed to the State herein as against any rights conferred upon Gulf + Western Industries, Inc. by any mortgages, indentures, deeds of trust or other written agreements entered into between Gulf + Western Industries, Inc. and Miller prior to the entry of this Consent Decree.

III. DEFINITIONS

Whenever the following terms are used in this Consent Decree, the definitions specified hereinafter shall apply:

A. "State" means the State of Colorado.

B. "Miller" means Glenn T. Miller, a defendant in the above-captioned action, his successors, assigns and their agents.

C. "Miller property" means those properties identified in Exhibit A to this Consent Decree, and all other property, usufructuary rights, and real property interests owned or controlled by Miller, if any, located in whole or in part in Eagle County, Colorado whether or not identified in Exhibit A.

D. "Remedial Action Plan" or "RAP" means the plan for implementation of Response Action selected by the State in its Record of Decision ("ROD") or a plan approved by this court in this action, as the same may be properly amended at any time.

E. "Response Action" means any removal or remedial action as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as the same may be properly amended from time to time.

IV. ACCESS

A. Access to and use of the Miller property is hereby granted and ordered to the State, its representatives and/or contractors, and/or any other person(s) or entity(ies) designated by the State for the purposes of performing or causing another to perform work required by or related to the Remedial Action Plan, and for the purposes of accomplishing any other Response Action taken by or at the direction of the State. This grant of access includes the right to oversee, perform, or cause to be performed all actions designed to accomplish the purposes of the Remedial Action Plan or other Response Action, including, without limitation and by way of example only, the following: the removal off-site or consolidation or removal to another location on-site of sources of hazardous substances such as the tailings ponds, waste rock piles, and roaster piles; the removal off-site or consolidation or removal to another location on-site of materials contaminated by hazardous substances such as soils and the tailings pipeline; the installation, operation, monitoring and closing of ground water wells; the installation and closing of trenches; the construction of pipelines and treatment facilities; the construction of roads, railroad sidings and other means of access; the construction of containment facilities; and the installation of utility lines.

B. No property of the State or of its representatives installed or left at the Miller property shall be deemed a fixture, and all such property shall remain the property of the State or its representatives.

C. Miller shall not, directly or indirectly, take any action nor authorize another to take any action which interferes with, hinders, or delays implementation of the Remedial Action Plan or other Response Action taken by, at the direction of, or under the oversight of the State or its representatives; nor shall Miller, directly or indirectly, take any action or allow another to take any action which interferes with, diminishes, or frustrates the effectiveness, purposes or integrity of any remedial or Response Action taken pursuant to the grant of access herein.

D. No grant, transfer or conveyance of title, easement, or other interest in the Miller property shall be made or effected without a provision allowing the access granted herein and permitting the continued implementation of the Remedial

Action Plan and other Response Actions; and all such conveyances of title, grants of easements or other grants, transfers or conveyances of any interest in the Miller property shall contain a convenant providing the use and access described herein. At least 90 days prior to any grant, transfer, or conveyance of any interest in any or all Miller property, the owner of such property in which an interest is to be granted, transferred or conveyed shall notify the Attorney General of the State by registered mail of the intent of the owner to grant, transfer, or convey an interest in such property, and of the provisions made permitting activities under the Remedial Action Plan or other Response Actions. The restrictions and obligations set forth in this Consent Decree shall run with the land and shall be binding upon any and all parties who acquire any interest in any or all the Miller property.

E. To the extent access to or easements over property other than the Miller property is necessary or desirable for the implementation of the Remedial Action Plan, Miller shall use his best efforts to assist the State in gaining such access to, use of, or easements over such property.

F. A copy of this Consent Decree shall be filed of record in the Office of the Clerk and Recorder of Eagle County, Colorado as a lien and encumbrance on all parcels comprising the Miller property. Miller agrees to execute such instruments and documents, if any, as may be required to permit or facilitate the terms of this Consent Decree to be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado.

V. REIMBURSEMENT

A. As reimbursement for response costs incurred and to be incurred and payment of natural resource damages, Miller shall make the following payments to the State of Colorado:

1. Four thousand dollars ($4,000) on or before May 15, 1986; and

2. Four thousand dollars ($4,000) on or before June 15, 1986.

3. These payments, which shall b by certified

check made payable to "Treasurer, State of Colorado," shall be delivered to the Office of the Attorney General of Colorado located in Denver, CO.

B. Contemporaneously with the filing of the Stipulation regarding this consent decree, co-defendant Battle Mountain Corporation has filed a "Motion for Summary Judgment" seeking summary judgment on the cross-claim for contribution of Gulf and Western Industries, Inc. and the New Jersey Zinc Company. If the U.S. District Court for the District of Colorado, in resolving this motion for summary judgment, determines that the effect of the release contained in paragraph VI of this Consent Decree upon non-settling defendant is governed by principles not consistent with or different from those enumerated in section 4 of the Uniform Contribution Amoung Tort Feasors Act (1955), this paragraph and paragraph VI shall be null and void ab initio and the State shall refund to Glenn T. Miller all amounts theretofore paid by Glenn T. Miller pursuant to this paragraph V.

VI. MUTUAL RELEASE OF ALL CLAIMS

A. The State releases all claims for relief which were asserted in this action against the defendant Glenn T. Miller; provided, however, that the release contained in this subparagraph (i.e., VI(A)) shall terminate and be of no force or effect whatsoever if Miller fails to make the payments required within the timeframes described in paragraph V, or if he materially breaches any of his obligations under this decree. This section VI shall not be construed to be a release of any person or entity not a party to this Consent Decree.

B. Nothing herein shall be construed to limit the authority of the State to undertake any action against Miller in response to, or to recover the costs of responding to or damages resulting from, conditions at or emanating from the the Miller property which may present an imminent and substantial endangerment to the public health or welfare or the environment if such condition was unknown or undetected or if a scientific fact related to the existence of such an endangerment was unknown or undiscovered at the time of this Consent Decree.

C. Miller releases all claims for relief against the State, arising under the common law or under any State or federal

constitution or statute out of or related to all matters which were raised, or could have been raised, in the above-captioned civil action; and further releases all claims, and covenants not to sue the State or its representatives for any alleged property damage or other damages arising out of or related to injury to Miller or the Miller property as the result of the implementation of the Remedial Action Plan or other Response Action taken by, at the direction or under the oversight of the State.

VII. RESPONSE AUTHORITY

Nothing in this consent decree shall be deemed to limit the response authority of the State under any federal or State statute or common law authority, or to alter the applicable legal principles governing the judicial review of any action taken by the State pursuant to any such statute or authority.

VIII. EFFECTIVE AND TERMINATION DATES

A. This consent decree shall be effective upon the date of its entry by the court.

B. Section IV of this Consent Decree shall terminate at such time as the State notifies the court that it has completed the implementation of the Remedial Action Plan.

IX. USE OF DECREE

A. This Consent Decree was negotiated at arms length and executed by the State and Miller in good faith to avoid further expensive and protracted litigation between these parties and is a settlement of all claims raised in this action by the State against Miller which were contested, denied and disputed as to validity and amount. The execution of this Consent Decree is not an admission of liability to any issue addressed by this Consent Decree.

B. By reasons of this good faith settlement, plaintiff acknowledges that the settling defendant (i.e., Miller) should not be liable in contribution to any defendant or other party for matters covered by this Consent Decree and the parties hereto agree that this Consent Decree will be dispositive of each and all of the settling defendant's duties and liabilities with respect to any other party against whom a claim is made by the plaintiff for matters covered by this Consent Decree. Accordingly, in any action brought by the United States or the State or by any settling defendant or any nonsettling defendant against any settling defendant, the parties hereto agree to assert that the principles of section 4 of the Uniform Contribution Among Tortfeasors Act (1955) should govern, and the parties agree to be bound by such principles and to assert and pursue that position in any such proceeding unless and until the court having jurisdiction over said proceeding shall decide otherwise.

C. Any findings, recitals or statements contained in this Consent Decree relating to either the Uniform Contribution Among Joint Tortfeasors Act or to the effect of this settlement upon contribution rights shall have not be binding upon Gulf + Western Industries, Inc., and Gulf + Western Industries, Inc. is free to contest, deny or otherwise controvert any such findings, recitals or statements.

D. The settling defendant agrees that with respect to any suit or claim for contribution brought against it for matters covered by this Consent Decree, it will timely notify in writing the Attorney General of the State of the institution of such suit or claim.

X. RETENTION OF JURISDICTION

A. This court shall retain jurisdiction over the parties and all matters set forth in the Consent Decree for purposes of insuring the State's and Miller's compliance with the terms and conditions of the Consent Decree.

B. The State and Miller each retain the right to enforce the terms of this Consent Decree and take any action authorized by federal or State law not inconsistent with the terms of this Consent Decree to achieve or maintain compliance with the terms and conditions of this Consent Decree or otherwise.

DONE this 23 day of April 1986.

BY THE COURT:

JIM R. CARRIGAN
U.S. District Judge

STIPULATION

The foregoing Consent Decree is agreed and stipulated to by the undersigned parties who agree to be bound by the terms and conditions thereof, and who consent to its entry as an order of the United States District Court.

FOR THE ATTORNEY GENERAL

HOWARD KENISON, 0477
Deputy Attorney General
CERCLA Litigation Section

MICHAEL C. DONOVAN
MICHAEL R. HOPE, 12667
Assistant Attorneys General
CERCLA Litigation Section

Attorneys for State of Colorado

Exhibit 5

Real Estate Appraisal
Narrative Appraisal Report

of a portion of the

Battle Mountain Property
Minturn, Colorado

For the
Town of Minturn
Minturn, Colorado

Dates of Value: January 15, 2023 and September 1, 2028
Date of Report: April 23, 2024

By

Jonathan S. Lengel, MAI
J.S. Lengel and Associates, Inc.
575 Willowstone Place
Gypsum, Colorado

April 23, 2024

Michelle Metteer
Town Manager
Town of Minturn
301 Boulder Street, No. 309
Minturn, Colorado 81645

Dear Ms. Metteer:

As per our agreement, I have appraised the 100 percent fee simple interest in nine parcels and the leasehold interest in one parcel of the Battle Mountain property located in the southern portion of Minturn, Eagle County, Colorado. This real estate is encapsulated in ten parcels that are proposed to be transferred or leased to the Town of Minturn as part of a Settlement Agreement between the Town and Battle Mountain. As discussed in greater detail in the attached report, the dates of value are January 15, 2024 and September 1, 2028. Each of the parcels that constitute the subject parcels will be described in greater detail later in this report.

This appraisal estimates the Market Values of the 100 percent fee simple interest in surface nine of said parcels and of the leasehold interest in one of the parcels (Parcel H), as of January 15, 2024 and September 1, 2028 (Parcels C and I), and is of the unencumbered fee simple estate, subject to existing easements, rights-of-way, and hypothetical conditions and extraordinary assumptions.

I have inspected the parcels and have attempted to consider all the factors affecting the value thereof and submit, herewith, an electronic version of my Narrative Appraisal Report. The intent of this appraisal report is to fulfill the reporting requirements as stipulated in Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP) for a Narrative Appraisal Report.

Some of the discussion of the data, reasoning and analyses that I used in the appraisal process to conclude my estimate of values are summarized. Supporting documentation for some factors is retained in the office file. The extent of discussion in this report is intended only to fulfill your needs in the noted Settlement Agreement. I assume no responsibility for unauthorized use of this report by other persons.

The value reported herein does not include any furniture, fixtures or equipment.

After consideration of all the foregoing, I have formed an opinion that the Market Values of the subject parcels are or will be as follows:

Market Values

PARCEL NAME	PARCEL ID	ZONING	CONCEPTUAL USAGE	DATE OF VALUE	MARKET VALUE
Highlands 1	Parcel A	Holding District	Low Density Residential	January 15, 2024	$6,700,000
Highlands 2	Parcel B	Holding District	Low Density Residential	January 15, 2024	$9,800,000
Old Tailings Pile	Parcel C	Holding District	High Density Residential	September 1, 2028	$26,000,000
Recreation Center	Parcel D	Holding District	Public arts/recreation Restricted Residential	January 15, 2024	$796,000
Reservoir South	Parcel E	Holding District	Reservoir access for public	January 15, 2024	$25,000
Highway Tract B	Parcel F	Holding District	Recreation	January 15, 2024	$30,000
Highway Tract D	Parcel G	Holding District	Recreation	January 15, 2024	$8,000
Consolidated Tailings Pile	Parcel H	Bolts OS/Rec. Dist.	Recreation/public utility	January 15, 2024	$525,000

Soil Processing	Parcel I	Holding District	Medium Density Residential	September 1, 2028	$3,700,000
Maloit Wetlands	Parcel J	Bolts OS/Rec. Dist.	Recreation	January 15, 2024	$30,000

Respectfully submitted,



Jonathan S. Lengel, MAI
Certified General Appraiser
No. CG01313125

SUMMARY OF PROPERTY

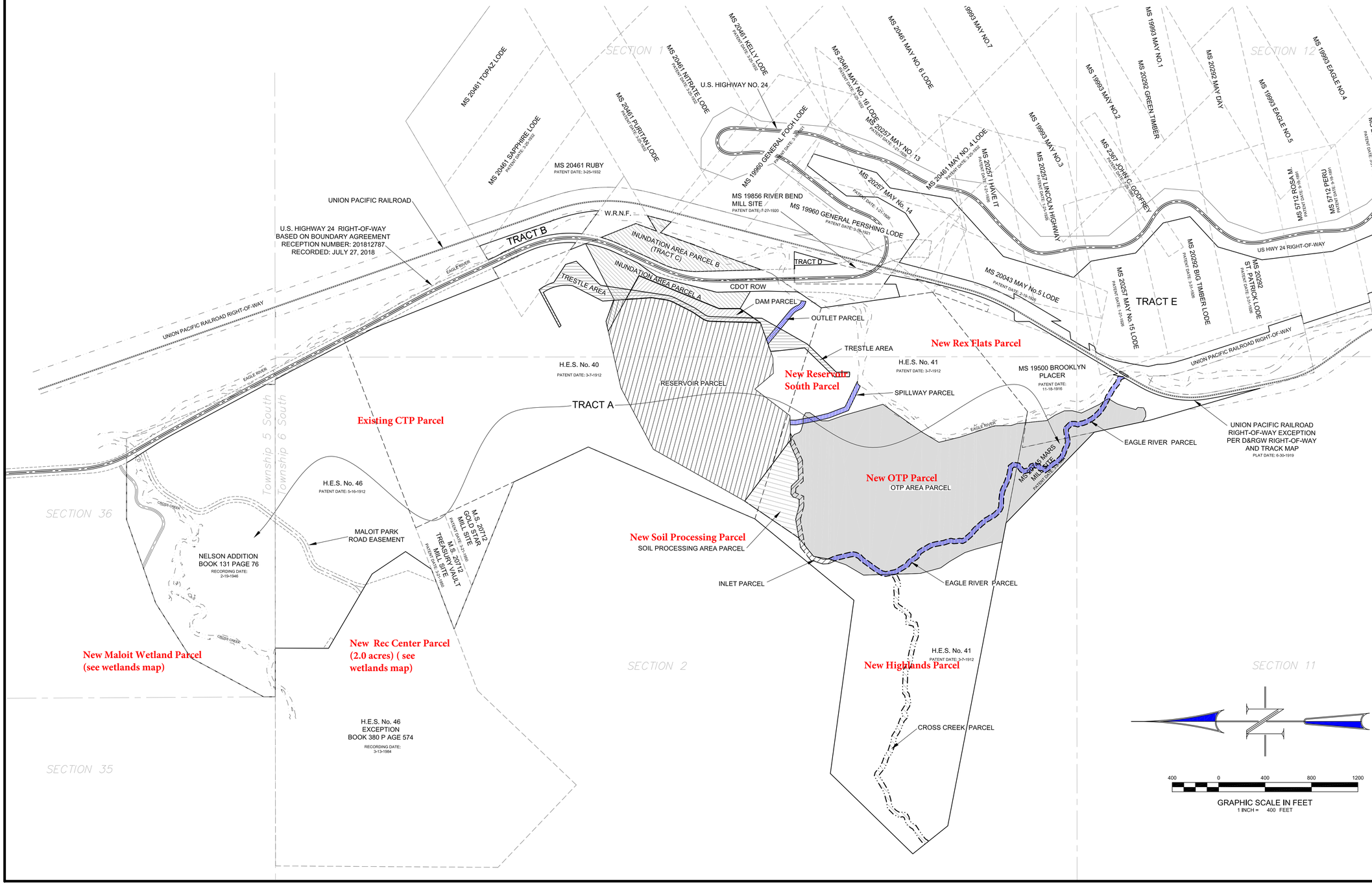
Assignment:	Appraisal
Appraisal Report:	Narrative
Client:	Town of Minturn
Current Ownership:	Battle North, LLC
Location:	The ten parcels that are the subjects of this assignment are located in the southern portion of the town of Minturn, on the eastern toe of Grouse Mountain, and along and near U.S. Highway 24, Tigiwon Road, Maloit Park Road, and the Eagle River. The subject parcels are the northwestern portion of the historic Eagle (Gilman) Mine site – three parcels (Parcels C, H and I) are part of the Eagle Mine Superfund Site. Minturn is located along the Eagle River and U.S. Highway 24 in the southeast quadrant of Eagle County, Colorado.

Abstract of Subject Parcels:

PARCEL NAME	PARCEL ID	ZONING	CONCEPTUAL USAGE	SIZE (ACRES)	VERTICAL IMPROVEMENTS
Highlands 1	Parcel A	Holding District	Low Density Residential	22.29	None
Highlands 2	Parcel B	Holding District	Low Density Residential	32.68	None
Old Tailings Pile	Parcel C	Holding District	High Density Residential	65.35	None
Recreation Center	Parcel D	Holding District	Public arts/recreation Restricted Residential	2.03	None
Reservoir South	Parcel E	Holding District	Reservoir access for public	12.85	None
Highway Tract B	Parcel F	Holding District	Recreation	2.81	None
Highway Tract D	Parcel G	Holding District	Recreation	0.52	None
Consolidated Tailings Pile	Parcel H	Bolts OS/Rec. Dist.	Recreation/public utility	92.00	None
Soil Processing	Parcel I	Holding District	Medium Density Residential	7.41	None
Maloit Wetlands	Parcel J	Bolts OS/Rec. Dist.	Recreation	16.73	None

Property Rights Appraised:	Fee simple estate of the surface
Date of Value:	
Parcels A, B, D, E, F, G, H, J:	January 15, 2024
Parcels C and I (Prospective):	September 1, 2028
Date of Report:	April 23, 2024

EXHIBIT 2 - CONSOLIDATED MAP



SHEET NO. **2**

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
113 NINTH ST., STE. 214 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602

GAMBA & ASSOCIATES

EXHIBIT 2
CONSOLIDATED MAP

DRAWN BY: BK
CHKD BY: MJG
DATE: 21 JANUARY 2021
PROJECT: 05554-04
SCALE: 1" = 400'
SHEET: 2 OF 13
DRAWING: North Property Quiet Title Boundary - 20180821 - Cover & SHT Exhibit Construction 20210113.dwg
DIRECTORY: E:\GVW\05554\20200\Exhibits for Tim McGuire - 20210111\

REV NO.	DATE	REVISION	MADE BY	CHKD BY	APPD BY

Previous Sales: None in the past three years

Value Estimates:

Parcel A:	$6,700,000
Parcel B:	$9,800,000
Parcel C:	$26,000,000
Parcel D:	$796,000
Parcel E:	$25,000
Parcel F:	$30,000
Parcel G:	$8,000
Parcel H:	$525,000
Parcel I:	$3,700,000
Parcel J:	$30,000

IDENTIFICATION OF THE SUBJECT PARCELS

PARCEL NAME	PARCEL ID	ZONING	CONCEPTUAL USAGE	SIZE (ACRES)
Highlands 1	Parcel A	Holding District	Low Density Residential	22.29
Highlands 2	Parcel B	Holding District	Low Density Residential	32.68
Old Tailings Pile	Parcel C	Holding District	High Density Residential	65.35
Recreation Center	Parcel D	Holding District	Public arts/recreation Restricted Residential	2.03
Reservoir South	Parcel E	Holding District	Reservoir access for public	12.85
Highway Tract B	Parcel F	Holding District	Recreation	2.81
Highway Tract D	Parcel G	Holding District	Recreation	0.52
Consolidated Tailings Pile	Parcel H	Bolts OS/Rec. Dist.	Recreation/public utility	92.00
Soil Processing	Parcel I	Holding District	Medium Density Residential	7.41
Maloit Wetlands	Parcel J	Bolts OS/Rec. Dist.	Recreation	16.73

Subject Parcels A and B comprise what is referred to as the Highlands. They are located nearly adjacent – split by a deeded fill ditch – in a broad shallow valley west of and adjacent to subject Parcel C. They have native topography and vegetation and no undermining.

Parcel C is referred to the Old Tailing Pile and is just that, the site where tailings from the Eagle Mine were stockpiled. Due to this historic usage, it is part of the Eagle Mine Superfund (EMS). It has been cleaned of all tailings and will be filled with clean dirt dredged from nearby Bolts Lake by the owner of the lake – Eagle River Water and Sanitation

District (ERWSD). This placing of fill dirt is estimated to be completed September 1, 2028 – the reader is referred to the Extraordinary Assumptions and Hypothetical Conditions sections of this report. This parcel has no undermining.

Parcel D is the Recreation Center property and is located north of Maloit Park Road adjacent on the east in part to the Eagle Schools Maloit Park campus. It is native land and has not been undermined.

Parcel E is known as Reservoir South and it is located adjacent on the south to Bolts Lake. It is rimmed on the east by Tigiwon Road is native land largely comprised of a knoll and has not been undermined.

Parcels F and G are native land located along and east of the U.S. Highway 24 right-of-way, either near or bifurcated by the Eagle River.

Parcel H is the Consolidated Tailings Pile where historic tailings from other sites were relocated. It has been reclaimed, filled and capped. The parcel is located in part along and south of Maloit Park Road and along and west of Highway 24. A portion of the parcel, in the southeast, continues to support the wastewater treatment plant and the "sludge cakes" generated from the ongoing plant operation. It is part of the EMS but is not undermined. This parcel is leased to the Town of Minturn for a period of 50 years – see Hypothetical Conditions later in this report.

Parcel I is where the soil removed from Bolts Lake and ultimately placed on subject Parcel C will be stockpiled and process by ERWSD prior to the placing of it on subject Parcel C. The site is located adjacent on the west to subject Parcel E and along and north of Subject Parcel C. It is not undermined.

Parcel J is the Maloit Wetlands, which are jurisdictional wetland comprised of marshes and fens. The parcel is located west of and near Maloit Park Road and along and south of Cross Creek. It is native, reclaimed land than has not been undermined.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the Market Value of a 100 percent interest of the fee simple estate in the surface of subject Parcels A, B, C, D, E, F, G, I, and J and of the leasehold estate in Parcel H. For Parcels A, B, D, E, F, G, H, and J the date of value is January 15, 2024, and for Parcels C and I the date of value is September 1, 2028, thus, the valuation of these two parcels is prospective. The function of the appraisal is for use in the Consolidated Settlement Agreement (Resolution No. 25 – Series 2023) between the Town of Minturn and the Battle Mountain entities – refer to Exhibit A in the Addenda to this report. The date of the report is April 23, 2024. Market Value is defined on Page 4.

SCOPE OF THE APPRAISAL

The scope of this appraisal encompasses several phases. The subject parcels are inspected, the area and neighborhood analyzed and the Highest and Best Use of each is determined. For subject Parcels A, B, C, D, E, F, G, I, and J, analysis of the local and regional development land and recreation real estate markets and consumer supply and demand are important to the determination of the general market and value trends. None of the subject parcels is improved to its Highest and Best Use – therefore, the Cost Approach is not utilized in the valuation of any of the subject parcels.

Due to the pervading residential and recreational influences, values of properties like the subject parcels are not supported by the potential income received from each parcel. Therefore, the Income approach is not pursued in valuing the subject parcels.

Comparable sales, appropriate for each subject parcel, are confirmed, inspected and then compared to the respective subject parcel to provide an estimate by the Sales Comparison Approach.

The valuation of Parcel H is pursued through analysis of sub-leasing the property for use as a solar array farm using a discounted cash flow analysis. In the discounted cash flow, the probable lease income that could be achieved on subject is used to determine an annual gross income. From the gross income, expenses are deducted to derive an annual net cash flow. The annual net cash flow is then discounted over a period of years using a discount rate opined from market data to a net present value.

The valuation results, as well as descriptive and factual data are presented in a Narrative Appraisal Report.

MARKET VALUE

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;

(2) Both parties are well informed or well advised, and acting in what they consider their own best interest;

(3) A reasonable time is allowed for exposure in the open market;

(4) Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and

(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Rules and regulations, Federal Register, Vol. S5, No. 165, Page 34696

INTENDED USE/USERS

This appraisal report is intended to be used by the Town of Minturn and the Battle Mountain entities. It is to be used as part of the Battle Mountain Consolidated Settlement Agreement.

EXTRAORDINARY ASSUMPTIONS

Definition of Extraordinary Assumption: "*An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions."* (USPAP 2016-2017 ed.; The Appraisal Foundation)

The appraisals and analyses are based on the following Extraordinary Assumptions:

1. The Eagle River Water and Sanitation District has use by temporary easement of subject Parcel I. It is assumed the easement will expire on September 1, 2028 and the land will revert at that time to being unencumbered by the temporary easement.
2. It is assumed that there are no financial or legal obligations per the "Reservoir Agreement" on subject Parcels C (OTP), I (Soil Processing), and J (Maloit Wetlands) for the Town, its successors and/or assigns.
3. It is assumed that subject Parcel C (Old Tailings Pile) may be developed as indicated later in this report.
4. It is assumed that the proper infrastructure for a solar farm on subject Parcel H is in place, proximal to or could be economically developed and near enough to a substation with capacity.

The use of these Extraordinary Assumptions might have affected the assignment results.

HYPOTHETICAL CONDITIONS

Definition of Hypothetical Condition: "*That which is contrary to what exists but is supposed for the purpose of analysis."* (USPAP 2016-2017 ed.; The Appraisal Foundation)

It is noted that the Old Tailings Pile (Parcel C), the Consolidated Tailings Pile (Parcel H), and Maloit Wetlands (Parcel J) are part of the Eagle Mine Superfund Site as established by the Environmental Protection Agency, and Paragraphs 3, 4, 6, 7, and 10, following, address the status of one or all of these parcels.

1. As of the date of value subject Parcels A, B, C, D, E, F, G and I are zoned Holding District by the Town of Minturn, allowed primarily the "conceptual usage" stated on the matrix under the Abstract of Subject Parcels, and deed restricted to exclude "Industrial" uses without written consent of Battle Mountain.
2. As of the date of value subject Parcels H and J are zoned Bolts Open Space/Recreation District by the Town of Minturn, allowed public uses only (i.e. recreation, utility – including a solar array farm for Parcel H – access, etc.), and are further restricted to not developable.
3. Subject Parcels C (OTP) and I (Soil Processing) will be available for usage as outlined later in this report on September 1, 2028.
4. Subject Parcel C (OTP) will be considered remediated by the Environmental Protection Agency upon the placement of fill dirt from Bolts Lake by the ERWSD, estimated to be completed September 1, 2028
5. If subject Parcel C (OTP) is not transferred to the Town of Minturn and remains held by Battle Mountain, it will be servient to an access and utility easement(s) for benefit of the Highland Parcels (subject Parcels A and B) in a location(s) acceptable to the Town and Battle Mountain.
6. The Environmental Protection Agency has approved the conveyance of Subject Parcels C, I and J and the leasing on a long-term basis of Parcel H to the Town of Minturn pursuant to Section 9 of, the Administrative Settlement Agreement and Order on Consent for Response Action and Release and Waiver of CERCLA Sec. 107(r) Lien, Docket No. CERCLA-08-2018-009.
7. Surface use of subject Parcel H (CTP) by the public as allowed by the Bolts OS/Recreation District, including a solar array farm, will be permitted by the Environmental Protection Agency.
8. Subject Parcels C (OTP), E (Reservoir South), F (Highway Tract B), and G (Highway Tract D) will be servient to "blanket easements" for utilities, etc. for the benefit of Battle Mountain retained parcels.
9. This is a prospective valuation, as of September 1, 2028, of Parcels C (OTP) and I (Soil Processing).
10. Parcel H (Consolidated Tailings Pile) will be leased subject to the continued use of the wastewater treatment plant and disposal of "sludge cakes" on the site; this situation will not interfere with the allowed usage of the parcel.
11. Parcel D (Recreation Center) will be deed restricted to the following uses: community, recreation, artistic, child care, and/or entertainment, and similar uses to be determined by the Parties (the Town and Battle North) and not more than three employee/caretaker units.
12. Parcel H is leased to the Town of Minturn for a period of 50 years at a lease rate of $1.00 per year, may be subleased, and is allowed to be used in all or part as a solar array farm.
13. Utilities, including domestic water and sanitary sewer, are installed in Tigiwon Road as of January 15, 2024 and are of ample capacity to serve the highest and best use of the subject parcels as detailed herein.

As noted above, the valuation of subject Parcels C (OTP) and I (Soil Processing) are subject to completion of the proposed improvements on Parcel C – the placement of fill from Bolts Lake, which will be processed on Parcel I with use granted by a temporary easement. The estimated completion date of this fill placement is September 1, 2028. The users of this report need to understand:

1. The improved subject Parcel C (filled with soil from Bolts Lake) does not yet, in fact, exist as of the date of appraisal.
2. The analyses performed to develop the opinions of value are based on a hypothesis, specifically that the improved subject property is assumed to exist when in fact it does not fully exist;
3. Certain events need to occur, as disclosed in the report, before the property appraised with the proposed improvements will in fact fully exist; and
4. The appraisal does not address the unforeseeable events that could alter the proposed property improvements and/or market conditions reflected in the analyses.

September 1, 2028 is the effective date of the prospective valuation of subject Parcels C and I.

The use of this Hypothetical Conditions might have affected the assignment results.

DEFINITION OF HIGHEST AND BEST USE

The concept of Highest and Best Use is fundamental to the analysis and valuation of any real property. As used here for purposes of this appraisal report, it is defined as:

> "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of this appraisal."
>
> "Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value."

An opinion of the highest and best or most probable use is premised upon, among other things, the site being vacant and ready for development, as well as its compatibility with the environment.

VALUATION METHODS

The three common approaches to value are described in The Appraisal of Real Estate - 10th Edition, as follows:

Cost Approach

In the Cost Approach, a separate land value estimate is added to an estimate of the current cost to construct a reproduction or replacement of the improvements. Entrepreneurial profit is also added. From this total, estimated depreciation and obsolescence from all causes is subtracted. Due to the fact that the subject parcels do not have vertical improvements, this approach is not applicable to the valuation of these parcels.

Sales Comparison Approach

In the Sales Comparison Approach, the subject property is compared to similar properties that have been sold recently or for which listing prices or offering figures are known. Data for generally comparable properties are used,

and comparisons are made to demonstrate a probable price at which the subject property would be sold if offered on the market.

Income Capitalization Approach

In the Income Capitalization Approach, the current rental income to the property is shown with deductions for vacancies and collection loss and expenses. The prospective net operating income of the property is estimated. To support this estimate, operating statements for previous years and comparable properties may be reviewed along with available operating cost estimates. An applicable capitalization method and appropriate capitalization rates are developed and used in computations that lead to an indication of value.

Discounted Cash Flow Analysis

The major considerations in this method of estimating value are summarized as follows.

1. Estimated base market rent and contractual adjustments to the base rent.
2. Renewal options and rent escalation provisions
3. Operating expenses
4. Inflation or deflation of costs over the holding period.
5. Discount rate.

AREA DATA

As previously mentioned, the subject property is located in in the Town of Minturn, Eagle County, Colorado. Eagle is the county seat and is 27 miles east of Minturn, 31 miles west of Vail, Colorado and about 31 miles east of Glenwood Springs, Colorado. Eagle is located in the Eagle River valley along the Eagle River and Vail is bisected by Gore Creek. All these communities are along and accessed by Interstate 70. Denver, Colorado is located 121 miles east of Eagle via Interstate 70 and Grand Junction, Colorado is located 127 miles west of Eagle, also via Interstate 70. The economic base in Eagle County is somewhat diversified, consisting of tourism, recreation and agriculture – the majority being tourism.

Main automobile access is obviously Interstate 70, which bisects the county in an east/west direction. Colorado State Highway 131 at Wolcott connects with U. S. Highway 40, 70 miles to the north in Steamboat Springs, Colorado. U.

S. Highway 24 extends southerly from Interstate 70 at Dowd Junction and converges with U. S. Highway 285 at Buena Vista, Colorado. State Highway 82 traverses the southern portion of the county and commutes people between Glenwood Springs, Colorado and Aspen, Colorado. The Union Pacific Railroad, as well as bus and truck lines, provide adequate transportation facilities.

Tourism, recreation, agriculture and government provide the main economic base for Eagle County. Within the Vail/Avon area tourism is especially prolific. Recreation and agriculture influence the northern area and the northern portion of the southern area, away from the Vail and Avon influences, of the county. The southern most portion of the county also relies heavily on tourism. Government is active throughout the county, but predominately in the larger towns.

In the Vail/Avon area there are three ski resorts – Vail, Beaver Creek and, most recently developed, Bachelor's Gulch/Arrowhead. Vail and Beaver Creek are nationally and internationally known and renowned resorts that have hosted numerous championship competitions. These resorts have not reported publicly skier numbers since the 2007-08 season when they respectively had 1,600,000 +/-and 800,000 +/- skier days. Industrywide the number of skiers visiting ski areas has stabilized over the past several years with slight increases registered in the seasons with good snow.

The Arrowhead Ski Area was purchased by the owners of the Vail and Beaver Creek ski areas and was combined with Beaver Creek in 1996. This linking made them the only ski area in North America with access to three separate villages, the third being Bachelor's Gulch. These ski areas are the main influences on winter tourism. However, cross-country skiing and snowmobiling also boost the number of tourists in the winter. Vail Mountain is the largest single mountain ski area in North America.

Summer tourism also stems from the ski resorts and the mountains surrounding them. In the summer tourists predominately hike, camp, fish, mountain bike, raft, golf and bicycle tour. In addition to the ski resort influence on summer tourism, the National Forest and Wilderness area are also draws.

Recreation in the county includes not only those activities listed above, but also big game hunting – predominately deer and elk. The Flat Tops Wilderness is reportedly home to the largest elk herd in North America. This Wilderness area and the National Forest are where most hunters congregate, however, much private land is hunted and many resorts for this purpose have been developed.

Agriculture is the primary use of the majority of the land in Eagle County. Commodities produced include cattle, sheep and grass hay. The National Forest also plays a vital role in this industry as livestock is predominately summered

on forest lands while hay is produced on the private lands. This hay is fed to the livestock and sold – by in large, to be fed to the horses found at stables and on smaller acreages near the ski resorts.

Government contribution to the area economy is derived mostly from town, county and state offices – including law enforcement, judicial, legislative, education, highway, road and street departments, and so forth. The Federal government contributes little, in the form of employment, to the area economy.

A fifth economic influence – located in Gypsum, is a drywall manufacturing plant and mining operation. This facility and the associated companies reportedly employs around 100 people currently. Because of the large tourism and recreation industry in the county, the service and retail sectors have grown and thrived with some of the major employers in the county being grocery stores, discount stores, hotels and resorts. A Costco warehouse is also located just to the east of Eagle in Gypsum. This amenity attracts regional shoppers from nearby communities.

Numerous motor freight firms, the Union Pacific Rail Road – from the town of Gypsum west – a bus line, and several commercial delivery companies serve the Vail/Avon area. The Eagle County Regional Airport, located at Gypsum, provides aviation service to corporate, general, military and commercial aircraft. Many commercial airlines have direct flights to the airport from various cities throughout the United States. These airlines include American, Delta, United and Air Canada. The airport has grown significantly over the past several years with expansions to increase capacity to bring in more and larger aircraft. Its growth has helped the economy since it also services the surrounding counties and ski areas. The airport also serves as the high-altitude training site for the National Guard, the only high altitude helicopter training program in the Nation.

Availability of retail stores and shopping centers throughout the Eagle Valley is good. Every community and each resort has strip centers and clustered retail stores. A national discount store chain and several chain grocery stores are also located in the area. There is a full complement of automobile and recreational vehicles sales and service establishments either in the area or nearby.

Currently, per capita personal income in Eagle County is above that of Colorado and the Nation as a whole.

The number of building permits issued in unincorporated Eagle County was fairly flat from 1983 through 1987, at which time the numbers began to increase and somewhat stabilized with an apparent peak in 1997 after that the numbers began to decline until 2004 when they again escalated to a high in 2007. According to Eagle County community development, the number of building permits issued leveled off into 2008 from 2007 and then declined sharply into 2009 and 2010 and remained flat until 2013 when the numbers started to slowly increase each year. Real

estate sales decreased substantially from the record levels of 2007 to a near stand-still in 2010; but increases since that time have been registered.

The following table shows that Eagle County and the communities in the Eagle River Valley continually grew for several decades, especially in the 1990's. The population of Eagle County increased nearly 90 percent between 1990 and 2000 – some communities experienced growth as high as 109 and 209 percent in the same time frame – and nearly 32 percent from 2000 to 2020. The total population in Eagle County increased by nearly 20,000 people, almost doubling, in the ten-year span from 1990 to 2000 and increased by over 13,000 people from 2000 to 2020. Eagle and Gypsum have captured the majority of new residents since 2000, with respective increases of 148 and 120 percent in that span.

Table I
Population Counts

YEAR	EAGLE COUNTY		VAIL		AVON		EAGLE		GYPSUM	
1960	4,677	Δ %	- -	Δ %	- -	Δ %	546	Δ %	358	Δ %
1970	7,498	60.3	484	- -	- -	- -	790	44.7	420	17.3
1980	13,320	77.7	2,261	367.1	640	- -	950	20.3	743	76.9
1990	21,928	69.6	3,716	64.4	1,798	180.9	1,580	66.3	1,750	135.5
2000	41,659	89.98	4,531	21.9	5,561	209.3	3,032	91.9	3,654	108.8
2010	52,197	25.30	5,305	42.3	6,447	15.9	6,508	114.6	6,477	77.3
2020	54,929	5.23	5,377	1.36	6,553	1.64	7,511	15.41	8,040	24.13

Source: U. S. Department of Commerce - Bureau of the Census.

Due to the confining topography of the relatively narrow Eagle River Valley and the higher housing costs near the resorts, growth in this area has been in a westerly direction down valley. While Vail and Avon have experienced good growth, the majority of the developed dwelling units in these communities are expensive custom homes. This pushed the lower income employees into the outlying Towns of Eagle and Gypsum, where lower priced housing can be found.

In conclusion, the Eagle County economy is highly dependent upon tourism and recreation, especially in the Vail/Avon area. The climate is favorable for not only the skiing industry but also for enjoyable living. This created growth in the past that should continue, although probably at a slower rate.

The national and international economic slowdown and recession had an effect on the area but to a lesser degree than in other parts of the country. Many employees in the area are involved in real estate and construction

industries along with tourism. These areas of employment slowed down significantly after the Great Recession but are now seeing increases and are recovering.

The infra-structure is in place to expand with and support a degree of future growth and the cultural amenities available are nearly equivalent to those found in large metro areas. Growth of the resorts has spawned growth in the outlying communities, all of which had a positive effect on property values throughout the Eagle River Valley generally from the early 1990's through 2007. However, the economic base is limited and the overall economy is susceptible and from late 2008 through 2011 all sectors of the real estate market experienced declining values.

Thus, the subject area should continue to grow and prosper. There is no adverse legislation known to be pending that might alter this trend. The preceding comments apply directly to the property being appraised.

NEIGHBORHOOD DESCRIPTION

The subject parcels are located south of the original portion of Minturn in and south of Maloit Park. The location is mostly undeveloped, other than Eagle School buildings (Vail Ski and Snowboard Academy) and housing and the Minturn Fitness Center. All of which are at the end of Maloit Park Road and south of Cross Creek. The area is at the eastern toe of Grouse Mountain, west of the Eagle River and at the northern base of Tennessee Pass. Primary access to Minturn and the neighborhood is U.S. Highway 24. Maloit Park Road and Tigiwon Road extend westerly into the neighborhood from Highway 24. Many portions of the neighborhood were contaminated between the 1880's and 1984 with tailing from the Beldon/Eagle Mine near Gilman and are part of the Eagle Mine Superfund Site.

Minturn is an historic town located along the Eagle River and near Interstate 70 and Dowd's Junction. It has a current population of around 1,100 people and a median age in the mid-30's. It is proximal to Vail, Colorado and is heavily influenced by the economics of the Vail Resort ski areas. The sales listed on the matrix below are representative of older and recent development/re-development sites and recent individual single-family lots in Minturn.

SALE NO.	GRANTOR/ GRANTEE	DATE OF SALE RECPT. NO.	SALES PRICE	SITE SIZE (ACRES)	SALES PRICE PER ACRE	TOTAL DWELLING UNITS	DENSITY/ ACRE*	SALES PRICE/ DWELLING UNIT
A	United Stated of America/ Town of Minturn (Boneyard)	03/20/13 201305531	$2,300,000	4.390	$ 523,918	N/A	N/A	N/A

B	IVM Investments, LLC, et al/Miners Base Camp, LLC	05/24/18 201808885	$2,200,000	1.500	$1,466,667	12 units	8.67 units	$183,333
C	Quintana/Midtown Lofts, LLC	07/13/18 201812149	$2,000,000	1.190	$1,680,672	10 units	8.40 units	$200,000
D	Duran /Miners Base Camp, LLC	08/25020 202014731	$1,100,000	0.379	$2,902,375	2 units	5.28 units	$550,000
E	Union Pacific Railroad Minturn North	12/12/23 202316489	$ 6,500,000	13.49	$ 481,838	39 units	2.89 units	$166,667
1	Flaherty/Miners Base Camp, LLC	07/31/20 202012466	$470,000	0.203	$2,315,271	1 unit	4.92 units	$470,000
2	Chavez/886&892 Main St, LLC/	03/19/21 202107104	$685,000	0.141	$4,858,156	1 unit	7.09 units	$685,000
3	Cross Creek Properties, LLC/ Minnick	03/31/21 202107696	$350,000	0.116	$3,017,241	1 unit	8.62 units	$350,000
4	Cross Creek Properties, LLC/ Osborne	03/31/21 202107564	$460,000	0.116	$3,965,517	1 unit	8.62 units	$460,000
5	Eagle River Partners, LLC/ Whiteford	08/10/21 202118487	$850,000	0.197	$4,314,721	1 unit	5.08 units	$850,000
6	Clap/Nowhere in Minturn/LLC	01/03/22 202200168	$525,000	0.136	$3,860,294	1 unit	7.35 units	$525,000

* Total dwelling units either existing, approved, ultimately approved, or planned for the sale site

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

1. The maps and pictures are included with this report to assist the reader in visualizing the property. The legal description contained herein is approximate for identification purposes, no survey has been made by this appraiser.

2. I assume no responsibility for matters of a legal character nor do I render any opinion as to the title.

3. It is assumed that the title is merchantable, the property free and clear of liens and encumbrances, except noted leases, under responsible ownership and competent management.

4. The information furnished me by others is believed to be reliable, but I assume no responsibility for its accuracy.

5. I am not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been previously made therefore.

6. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute, or to the MAI designation.

7. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

8. On January 26, 1992, the Americans with Disabilities Act (ADA) became effective. The appraiser was not provided compliance reports or analysis of this property to determine whether or not it conforms with the requirements of the ADA. If a compliance report and analysis of the property reveal that the property is not in compliance with any of the requirements of the Act, this could have a negative affect upon the value of the subject property. Because the appraiser had no direct evidence to this issue, no responsibility is assumed for any non-compliance of the requirements of ADA that may be present in the subject property. The client is urged to obtain qualified professional assistance for specific ADA requirements.

9. Any distribution of the valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10. The appraiser assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render the property more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

11. This is an Appraisal Report prepared in conformance with the reporting requirements set forth under Standards Rule 2-2 of USPAP for a Narrative Appraisal Report. As such, the report does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Some of the supporting documentation concerning the data, reasoning, and analyses has been retained in the appraiser's file. The information contained in this report is specific to the needs of the aforementioned users and the intended use stated in this report.

12. The Market Value reported in this appraisal does not include any furniture, fixtures, or equipment.

CURRICULUM VITAE
JONATHAN S. LENGEL, MAI
Eagle, Colorado

Education

B. S. Degree, Colorado State University – 1986.

All courses requisite to obtain the MAI (Member of the Appraisal Institute) designation and a Real Estate Brokers License from the State of Colorado – 1986 - 1994.

Numerous and continuing appraisal seminars – 1986 - present.

Memberships/Appointments

The Appraisal Institute (MAI designation 1991), 1999-2000 Region II Committee Representative, 2011 Region II Committee Representative Alternate, 2012 - 2013 Region II Committee Representative, Admissions Committee, Grievance Committee, past Candidates Coordinating Committee Board Liaison and Co-Chairman.

Eagle Valley Chamber of Commerce, Board of Directors 1994 through 1998 (President – 1997)

Vail – Eagle Valley Rotary Club 1996 – 1998

Western Eagle Valley Rotary Club 1998 – 2001 – Charter Member, Treasurer 1999, Board of Directors 2000 - 2001

Associate Member to the Eagle County Planning Commission March 1996 - September 1997

Advisory Council – Colorado State University Cooperative Extension, Eagle County 1997 - 2000

Eagle Flight Days Committee 1996 – 2000

Eagle River Foundation Board of Directors – 2006 – present (Current President)

Professional Experience

March, 1993 to present, President of J.S. Lengel and Associates, Inc., a general real estate appraisal company, making appraisals throughout western Colorado, including Vail, Steamboat Springs, Snowmass, Crested Butte, Aspen, Avon, Winter Park, Granby, Leadville, Montrose, Silverthorne, Frisco, Breckenridge, Salida, Buena Vista, Rifle, Silt, Meeker Craig, Minturn, Avon, Eagle, and Gypsum; and Eagle, Garfield, Pitkin, Ouray, Rio Blanco, Routt, Moffatt, Weld, Grand, Park, Summit, Lake, Montrose, San Miguel, Archuleta, Las Animas, Huerfano, Chaffee, La Plata and Gunnison Counties and ranches in Colorado, New Mexico and Wyoming. In this capacity I have appraised hundreds of ranches and agricultural parcels throughout western Colorado; commercial, retail, industrial and development properties ranging in location from Aspen and the Roaring Fork Valley to Steamboat Springs and Craig and from Winter Park to Rifle; residential properties in the Eagle River Valley, Garfield County and Steamboat Springs. These appraisals have also included copious partial acquisition appraisals involving rights-of-way and easements for natural gas, water and sewer pipelines; power lines; town and county streets, roads and round-abouts; state and federal highways and round-abouts (for Colorado Department of Transportation and private property owners); and reservoirs.

May, 1986 to March, 1993, Associate Appraiser with Robert J. Mitchell, MAI, Greeley, Colorado. Assisted in and individually completed numerous appraisals involving farms, ranches (located throughout Colorado and in Wyoming, New Mexico and Nebraska), industrial complexes, partial acquisitions for right-of-way and easements, office and retail centers, residences and vacant commercial, industrial and residential development land.

Certified General Appraiser - State of Colorado, #CG01313125

Real Estate Broker - State of Colorado, #EI40000590

Expert Witness Testimony and Depositions

Qualified as expert witness in United States Bankruptcy Court (January 1989); United States Tax Court (June 2009); Colorado District Courts: Garfield County (May 1996, November 2005, December 2005), Denver County (September 1997), Eagle County (October 1997, June 2002, April 2003, July 2007, February 2018), Routt County (June 2008), Pitkin County (October 2008, September 2009), Mesa County (March 2009), Jefferson County (January 2020), American Arbitration Association (February 2023) Deposed as expert witness for case in United States Bankruptcy Court, cases in District Courts and American Arbitration Association:

Expert Witness Testimony

June 3, 2002: Eagle County District Court; Holy Cross Electric Association, Inc., v. The Piney Valley Ranches Trust, et al. Case No. 99-CV-185

April 8, 2003: Eagle County District Court; Traer Creek Metropolitan District v. H. Grant Ritchey, et al. Case No. 01-CV-524

November 3, 2005: Garfield County District Court; City of Glenwood Springs v. Charles T. Collins; Janice S. Collins; and Georgia Chamberlain, Garfield County Treasurer. Case No. 05-CV-119.

December 21, 2005: Garfield County District Court; Kenneth Elder v. Janey Ruth Elder. Case No. 04 DR 315.

July 3, 2007: Eagle County District Court; Edward W. Nottingham, Jr. v. Marci Jaeger. Case No. 06-DR-56.

June 25, 2008: Routt County District Court; Peterson v. Woodchuck Ditch. Case No. 06 CV 104.

October 28, 2008: Pitkin County District Court; Jeffrey Soffer v. Kimberly Soffer. Case No.

March 19, 2009: Mesa County District Court; John Ricks Family Trust. Case No. 08 PR 399

June 25, 2009: United States Tax Court; Trout Ranch, LLC v. Commissioner of Internal Revenue. Docket No. 14374-08

September 22, 2009: Pitkin County District Court; Holmes v. Audrey Holmes. Case No.

February 21, 2018: Eagle County District Court; Delponte v. Town of Vail, Colorado. Case No. 14CV030404

January 16, 2020: Jefferson County District Court; Carpenter v. Daniels. Case No. 2018DR567

February 6 and 7, 2023: American Arbitration Association; Ogden/Kaiter v Common Wealth Land Title Insurance Co. Case No. 01-22-0000-6012.

January 25, 2024: San Miguel County District Court; Cadgene v. State of Colorado, State Board of Land Commissioners. Case No. 2020CV30013

April 3, 2024; Garfield County District Court; Eric Jacobson, et al v. Deep Creek Ranch, LLLP, et al. Case No. 2020CV30098

Depositions

April 18, 2002: Deposition for Eagle County District Court; Holy Cross Electric Association, Inc., v. The Piney Valley Ranches Trust, et al. Case No. 99-CV-185

February 13, 2003: Deposition for Eagle County District Court; Traer Creek Metropolitan District v. H. Grant Ritchey, et al. Case No. 01-CV-524

October 4, 2011: Records deposition for La Plata County District Court; Department of Transportation v Robison, et al. Case No. 2009CV427.

February 7, 2012: Deposition for La Plata County District Court; Department of Transportation v Robison, et al. Case No. 2009CV427.

July 1, 2020: Deposition for Eagle County District Court; Village Inn Plaza-Phase V Condo Assoc. v LaBottega, Inc.. Case No. 18CV30246.

November 7, 2022: Deposition for American Arbitration Association; Ogden/Kaiter v Common Wealth Land Title Insurance Co. Case No. 01-22-0000-6012.

Current and Former Clients

Frederick DeLuca, dec., CT;
Gorsuch Family, Vail, CO;
Other Appraisers;
Department of the Interior-Bureau of Land Management, Denver, CO;
Yampa Valley Electric Association, Steamboat Springs, CO;
City of Aurora, Aurora, CO
Montegra Capital Resources, Denver, CO;
Eagle County Government, Eagle, CO;
Bank of America, Dallas, TX;
Upper Eagle Water and Sanitation District, Vail, CO;
Susan Nottingham, Burns, CO;
Colorado Mountain College, Vail, CO;
Routt County Government, Steamboat Springs, CO;
Eagle Valley Land Trust, Eagle, CO;
CenturyLink, Eagle, CO;
American National Bank, Eagle, CO;
Universal Field Services, CO;
Union Pacific Railroad, Omaha, NE;
Town of Silt, Silt, CO;
Town of Minturn, CO;
Jeffrey Soffer, FL;
U.S. Bank, Denver, CO;
Vail Resorts, Vail, CO;
Eagle River Fire Protection Dist., Avon, CO
The Ohio State University, OH;
Northern Colorado Water Conservancy District, Loveland, CO;
Graeme Hart, New Zealand;
Debra Webster, Edwards, CO;
John Coors, Arvada, CO;
Individuals;
Attorneys;
Town of Eagle, Eagle, CO;
State Board of Land Commissioners, Denver, CO;
Town of Gypsum, Gypsum, CO;
Colorado Department of Transportation;
Yampa Valley Land Trust, Steamboat Springs, CO;
Tad Dekko, FL;
Rocky Mntn. Elk Foundation, Denver, CO;
George Gillette (Booth Creek Management);
Steadman-Hawkins Clinic, Vail, CO;
Town of Frisco, Frisco, CO;
Merv Lapin, Vail, CO;
Vail Mountain School, Vail, CO;
Hartsel Springs Ranch, Fairplay, CO;
City of Glenwood Springs, Glenwood Springs, CO;
Colorado Business Bank, Edwards, CO;
Town of Vail, Vail, CO;
Billie Kidd, Steamboat Springs, CO;
Bank of the West, Denver, CO;
Town of Hayden, Hayden, CO;
Bob and Jaques Lazier, Vail, CO;
Eagle County School District, Eagle, CO:
Holy Cross Electric Association, Glenwood Springs, CO
United States Forest Service;
Henry Schimberg, dec., CA;
Greg Norman (Great White Shark Ent.), FL;
Bud Knapp, Edwards, CO;
Samuel Walton, Benton, AR;
Xcel Energy, Denver, CO

CERTIFICATION

I certify that, to the best of my knowledge and belief,

* the statements of fact contained in this report are true and correct.

* the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

* I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

* I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

* my engagement in this assignment was not contingent upon developing or reporting predetermined results.

* my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

* my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

* the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute.

* the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

* as of the date of this report, Jonathan S. Lengel has completed the requirements under the continuing education program of the Appraisal Institute.

* I have made a personal inspection of the property that is the subject of this report.

* no one provided significant real property appraisal assistance to the person signing this certification and report.

* the appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

* the property is not located within a Special Improvement District.

CERTIFICATION -- CONT.

* the appraiser has no personal interest in or bias with respect to the subject matter of this appraisal report or the parties involved. The Market Value estimate in this appraisal report are not based in whole or in part upon the race, color, or national origin of the owners or occupants of the property appraised, or upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

* the Appraiser has personally inspected the property, and has made an exterior inspection of all comparable sales listed in this report. To the best of the Appraiser's knowledge and belief all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.

* I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject (hypothetically) of this report within the three-year period immediately preceding acceptance of this assignment.

After consideration of all the foregoing, I have formed an opinion that the market value of each subject parcel is, as of January 15, 2024, or will be, as of September 1, 2028, as follows:

Market Values

PARCEL NAME	PARCEL ID	ZONING	CONCEPTUAL USAGE	DATE OF VALUE	MARKET VALUE
Highlands 1	Parcel A	Holding District	Low Density Residential	January 15, 2024	$6,700,000
Highlands 2	Parcel B	Holding District	Low Density Residential	January 15, 2024	$9,800,000
Old Tailings Pile	Parcel C	Holding District	High Density Residential	September 1, 2028	$26,000,000
Recreation Center	Parcel D	Holding District	Public arts/recreation Restricted Residential	January 15, 2024	$796,000
Reservoir South	Parcel E	Holding District	Reservoir access for public	January 15, 2024	$25,000
Highway Tract B	Parcel F	Holding District	Recreation	January 15, 2024	$30,000
Highway Tract D	Parcel G	Holding District	Recreation	January 15, 2024	$8,000
Consolidated Tailings Pile	Parcel H	Bolts OS/Rec. Dist.	Recreation/public utility	January 15, 2024	$525,000
Soil Processing	Parcel I	Bolts OS/Rec. Dist.	Recreation/reservoir access for public	September 1, 2028	$3,700,000
Maloit Wetlands	Parcel J	Bolts OS/Rec. Dist.	Recreation	January 15, 2024	$30,000

Respectfully submitted,

Jonathan S. Lengel

Jonathan S. Lengel, MAI
Certified General Appraiser
No. CG01313125

PARCEL A

PARCEL A

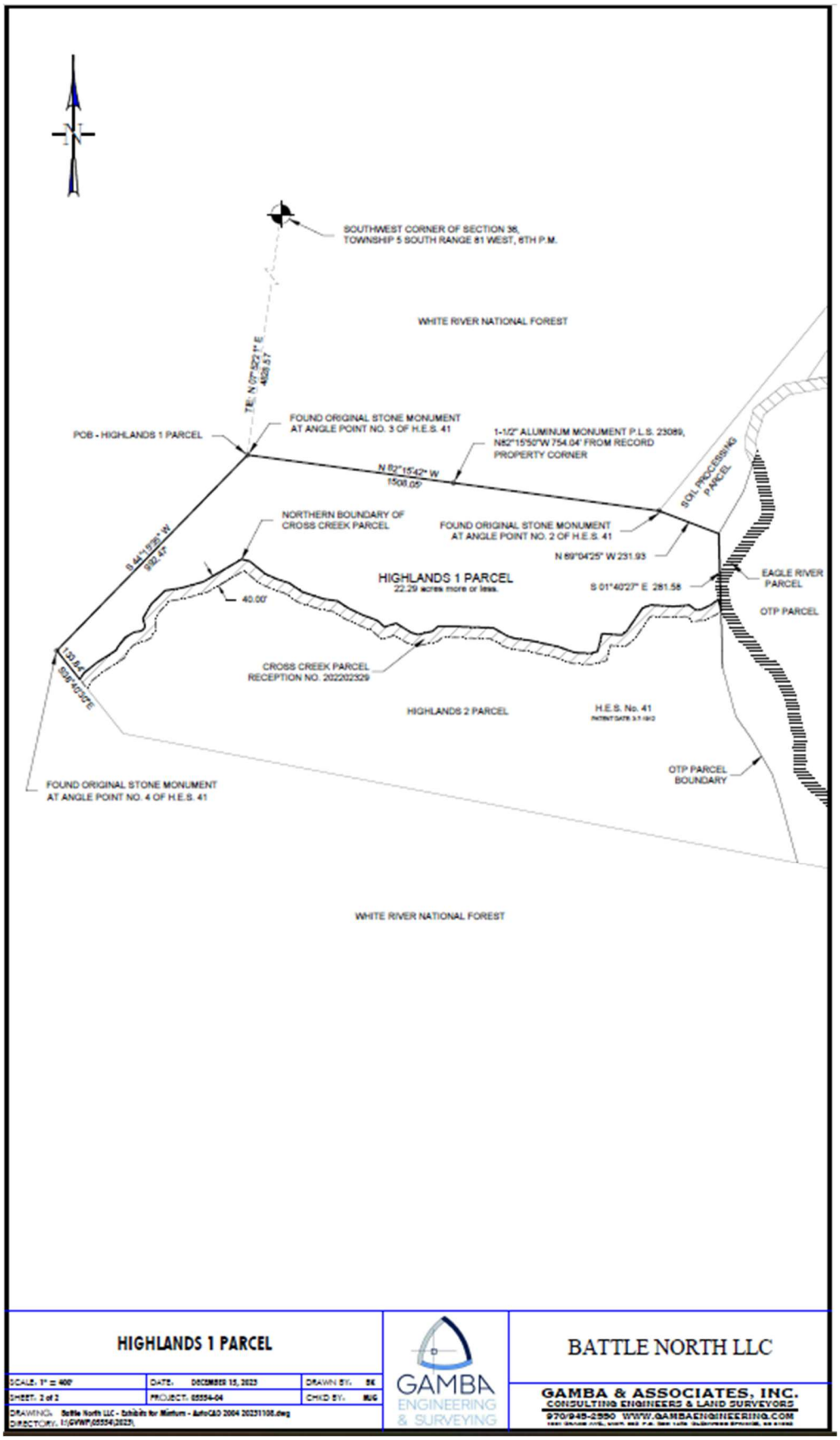
Photographs of Subject Property



View westerly across the subject parcel from near the northeast corner of the site (Photo Taken By: J.S. Lengel, MAI)



Looking northeasterly across the eastern portion of the subject from the same location as the prior photo (Taken By: J.S. Lengel, MAI)


SOUTHWEST CORNER OF SECTION 36,
TOWNSHIP 5 SOUTH RANGE 81 WEST, 6TH P.M.
WHITE RIVER NATIONAL FOREST
TIE: N 07°52'21" E
468.51'
POB - HIGHLANDS 1 PARCEL
FOUND ORIGINAL STONE MONUMENT
AT ANGLE POINT NO. 3 OF H.E.S. 41
1-1/2" ALUMINUM MONUMENT P.L.S. 23089,
N82°15'50"W 754.04' FROM RECORD
PROPERTY CORNER
N 82°15'42" W
1508.05'
SOIL PROCESSING
PARCEL
NORTHERN BOUNDARY OF
CROSS CREEK PARCEL
FOUND ORIGINAL STONE MONUMENT
AT ANGLE POINT NO. 2 OF H.E.S. 41
N 89°04'25" W 231.93
S 44°19'28" W
992.42'
HIGHLANDS 1 PARCEL
22.29 acres more or less.
S 01°40'27" E 281.58
EAGLE RIVER
PARCEL
OTP PARCEL
40.00'
CROSS CREEK PARCEL
RECEPTION NO. 202202329
HIGHLANDS 2 PARCEL
H.E.S. No. 41
OTP PARCEL
BOUNDARY
FOUND ORIGINAL STONE MONUMENT
AT ANGLE POINT NO. 4 OF H.E.S. 41
WHITE RIVER NATIONAL FOREST
HIGHLANDS 1 PARCEL
SCALE: 1" = 400'
DATE: DECEMBER 15, 2023
DRAWN BY: BK
SHEET: 2 of 2
PROJECT: 05554-04
CHKD BY: MJG
DRAWING DIRECTORY: Battle North LLC - Exhibits for Minturn - AutoCAD 2004 20231108.dwg
I:\GVWP\05554\2023\
GAMBA
ENGINEERING
& SURVEYING
BATTLE NORTH LLC
GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM

DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be transferred to the Town of Minturn. This transfer involves no monetary consideration.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit B in the addenda to this report.

Site Description

- **Location:** The subject site is located a short distance west of Tigiwon Road, adjacent on the west to Parcel C of this report, and north of the Bolts Ditch at the eastern toe of Grouse Mountain in Minturn, Colorado. The site is bound on the north by the White River National Forest.
- **Present Use:** Vacant land supporting native meadows and timber.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 22.29 acres. It is irregular in shape; somewhat rectangular with the south line meandering along Bolts Ditch.
- **Access:** Legal access to the subject is undeveloped. As noted at Paragraph 5 in the Hypothetical Conditions previously in this report, there is an access easement extending from Tigiwon Road to the subject east boundary. Tigiwon Road extends from U.S. Highway 24 north and east of the subject.
- **Topography and Vegetation:** The site has primarily undulating and gently sloping topography with the northern portion having the greatest slope at the base of a ridge. The vegetation is native grass, brush, willows and sparse trees – aspen and spruce.
- **Floodplain:** Minor along the noted Bolts Ditch traversing the southern edge of the subject site.
- **Soils:** Varying. Most likely loams, silt loams and cobbly loams.
- **Easements and Encroachments:** There are no noted recorded or hypothetical easements encumbering subject. There are no encroachments on or by the subject.

- **Utilities:** Potable water, sanitary sewer, electrical service, natural gas, and telephone and internet service will be available east of subject in Tigiwon Road at some point in the future, estimated at four years. As with the access to subject, it is presumed that there is a utility easement extending to subject from Tigiwon Road.

- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** An environmental assessment was not provided to the appraiser. The values reported herein are based on the assumption that the subject site is free and clear of environmental contamination.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition, the subject is zoned Holding District by the Town of Minturn. As noted at Paragraph 1 in the Hypothetical Conditions previously in this report, the conceptual usage of subject is "low density residential". Industrial use is not allowed without consent of Battle Mountain.

  Beyond zoning, subject is raw land with no development approvals/entitlements and the formal process through the Town for usage beyond open recreation and agricultural production must be undertaken and accomplished. It will take time and money to achieve approvals for entitlements, and any proposed plan will need to stand on its own merits. Ultimately, approval of uses on the subject property is from the Town Council after public input in the formal process.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible:

As noted, the subject property is hypothetically zoned Holding District by the Town. The only legal use currently is interim recreation and agricultural production in the form of livestock grazing. Additional uses would need to be approved by the Town through the formal process starting with a sketch plan. Town staff indicated that future approvals of uses on and of the subject site would need to coincide with those allowed in current low density residential zone districts in the town. The ultimate density and area approved is dependent a number of variables.

Essentially there are two potentials for the subject, either the current usage or low density residential with approvals by the Town through the formal process, which includes a Sketch plan approval, then Preliminary plan approval and ultimately Final plat approval. Based on Sale 8, presented later in this report, it is concluded that a density of around three units per acre, 65 units in total could reasonably be achieved.

Physically Possible:

The subject site is approximately 22.29 acres in size with a high percentage of usable, gently sloping land. Access may be extended from Tigiwon Road about 1,000 lineal feet east of subject. Potable water and sanitary sewer service will be available from lines in Tigiwon Road. Natural gas, electricity and telephone service are/will be

available also east of the subject. There are no surface water rights appurtenant to subject for dedication to the Town; however, a Cash-in-Lieu payment will not be required at final plat.

Thus, the current physical characteristics of the site are conducive to future development of the site as detailed earlier as being legally permissible, with the noted required road, sanitary sewer and domestic water service improvements.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the uses of the subject site are considered next. The potentials of the subject as open recreational and agricultural land do not exceed in value those of subject as a future low density residential development. As a low-density residential site, the available and competing supply must be recognized and taken into account. In this instance, there is little vacant, large parcel residential land, available or otherwise, in Minturn to compete with subject. In fact, most of what is available is located proximal to the east and south of the subject property.

On the approved side of competition, there is the North End development in Minturn that was recently approved for 39 single-family residential sites. This development remains raw land awaiting development with roads and utilities.

Thus, the subject site is one of a few relatively large, raw development parcels in Minturn, four of which are proximal to the subject. Access and utilities are available near the subject, but need enlarged and improved for development of subject, and subject has a high percentage of level, usable topography. However, Town approval at all levels is required before a building permit could be applied for.

From the preceding discussion, it is concluded that the subject is well located in Minturn with utilities and access available in the near term and allowed through presumed easement(s). There is an almost non-existent supply in Minturn of larger residential development sites and an apparent strong demand for said land. While subject has competition, there is the potential for development in the not-too-distant future.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be low-density residential development.

VALUATION

Sales Comparison Approach

Comparable Sales

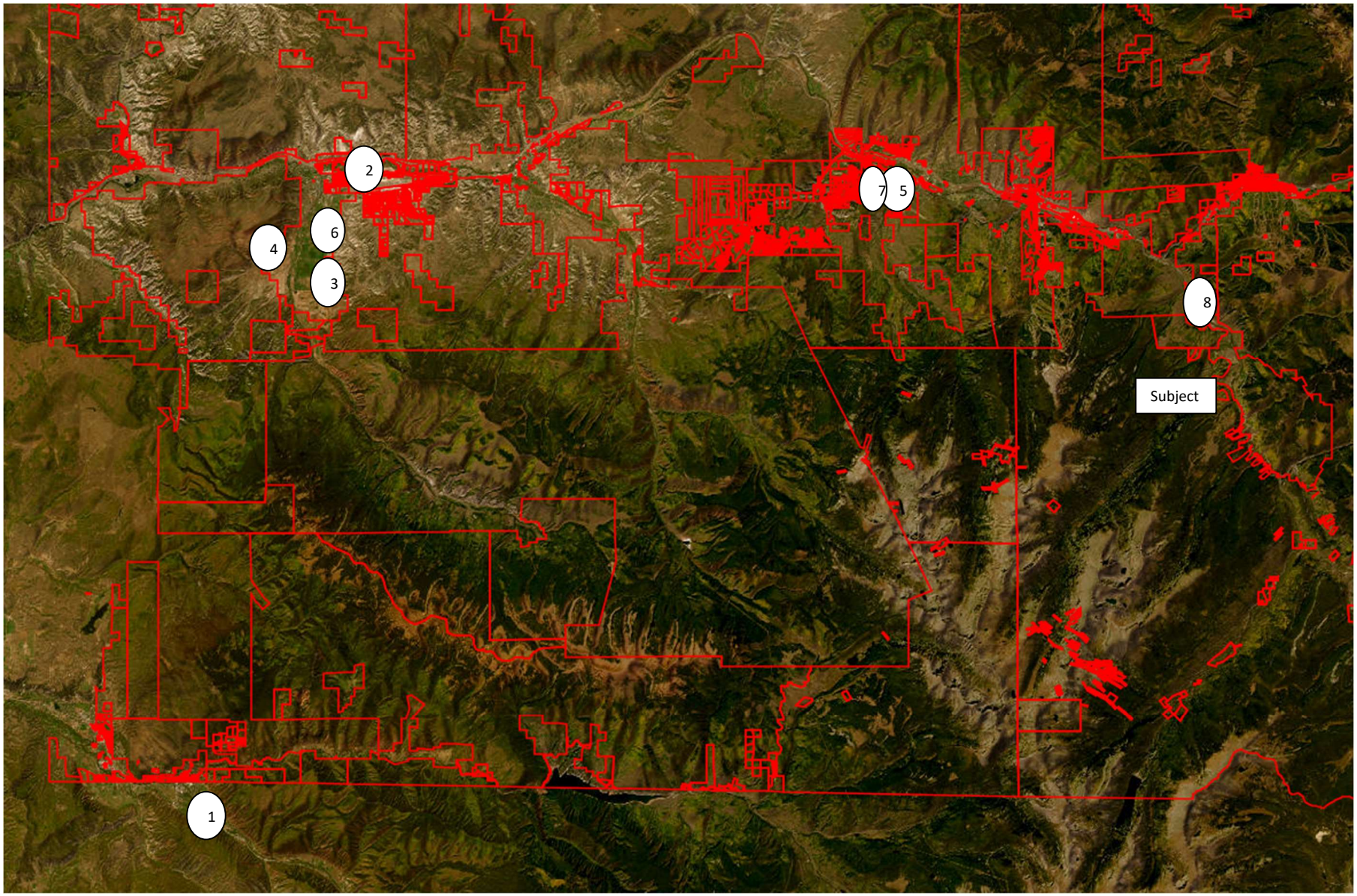
In the analyzation of the value of the subject property, the Sales Comparison Approach best simulates the market. In this analysis the comparable sales are compared to the subject on a pure land basis, that is the sales price divided by the total acreage. The sales are then compared and adjusted to the subject for any differences in property rights, financing, conditions of sale, market conditions (date), location, access, size, topography, river frontage, water rights, entitlements, improvements, availability of utilities, and fees and off-site requirements.

The page following the sales tabulation is a map indicating the location of the sales in relation to the subject. A description of each sale follows the sales map and a larger scale map of each sale may be found at Exhibit C in the Addenda to this report.

Table II
Comparable Land Sales

SALE NO.	GRANTOR/ GRANTEE	DATE OF SALE RECPT. NO.	SALES PRICE	SITE SIZE (ACRES)	SALES PRICE PER ACRE	TOTAL DWELLING UNITS*	DENSITY/ ACRE	SALES PRICE/ DWELLING UNIT
1	Stott/MSP1, LLC	12/04/18 652492	$ 3,775,000	18.014	$209,559	112 units	6.22 units	$33,705
2	Day 3, LLC/Eagle County Land Company, LLC	05/18/20 202007295	$2,575,000	74.08	$34,762 N/A	N/A	N/A	N/A
3	Gypsum Prime Properties, LLC/Gerard Bros. Partnership, LLLP	06/15/20 202009111	$ 910,000	62.0	$14,677 N/A	1 unit	0.0161 units	$910,000
4	Wilson Ranch/803 Cottonwood Pass, LLC	04/29/21 2021	$1,550,000	94.0	$16,489 N/A	2 units	0.0213 units	$775,000
5	Edwards West End Holdings/ Edwards West End EW Investors	12/30/21 202128667	$6,250,000	5.291	$1,181 251	275 units	51.98 units	$22,727
6	Williams Knight, LLC/ Gorsuch Land Co, LLC	05/24/22 202209485	$3,250,000	162.7	$19,975	109 units	0.67 units	$29,817
7	Fox Hollow, LLC, et al/ Murray Road Properties, LLC	02/15/19 201902210	$3,960,000	3.794	$1,043,753	87 units	22.93 units	$45,517
7b	Murray Road Properties, LLC/ BGV Edwards Properties, LLC	10/13/22 202216492	$8,250,000	3.794	$2,174,486	87 units	22.93 units	$94,828
8	Union Pacific Railroad/ Minturn North	12/12/23 202316489	$ 6,500,000	13.49	$481,838	39 units	2.89 units	$166,667

* Total dwelling units either allowed, ultimately approved or planned for the sale


2
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8
Subject
1

Sale 1 is located north of the high school in the southern portion of the town of Basalt (Pitkin County), Colorado. It is along the east side of and has access from Southside Drive. It is within the Urban Growth Boundary of Basalt and was annexed and approved as the Stott's Mill PUD in 2009 for 113 residential units. The property was under option to purchasers and was submitted to the Town of Basalt in December 2015 to "reinstate" the PUD (southside) approvals in 2009 for 48 single-family units, 64 multi-family units and one apartment. The approval was reinstated in late 2017.

Sale 2 is located adjacent on the north to the Eagle County Regional Airport and on the south to U.S. Highway 6 within the town of Gypsum between the east edge of the original portion of town and Costco. Approved years ago as the Tower Center, a commercial development slated for big boxes and hotels. The PUD approved by the Town of Gypsum to the sketch level; however, the entitlements have expired and new approvals are necessary before development may occur. Water and Sewer from the Town of Gypsum and all other typical municipal utilities are extended to or through the site. The developer may be required by the Town to install a stop light and accel/decel lanes on Hwy. 6 and possibly – depending on the ultimate development size – a round-about on the north side of the existing Interstate 70 interchange. The developer also owes $50,000 to the Town for the water line extension cost recovery. Master Plan designation is "mixed-use".

Sale 3 is located along the east side of Gypsum Creek and adjoins annexed and developed (rural residential sites) portions of Gypsum on the north. It is in unincorporated Eagle County and adjoins BLM lands. It is almost exclusively irrigated hay meadows and includes surface irrigation rights. The site was zoned Resource at sale, which allows one lot per 35 acres.

Sale 4 is located in Eagle County adjacent on the south and west to annexed and developed portions of the town of Gypsum. It is zoned Resource by the county and the west line adjoins BLM land. It includes surface irrigation rights, is a combination of irrigated hay meadows and Gyp bluffs, and is traversed in part by Gypsum Creek. The site was zoned Resource at sale, which allows one lot per 35 acres.

Sale 5 is the former West End PUD development located a short distance west of the traffic circle Highway 6 and Edwards Spur Road interchange at the center of the Edwards community. This site was approved in 2006 for 105 free-market residential units with an average size of 1,250 square feet, 72 deed restricted residential units with an average size of 1,020 square feet and 81,000 square feet of commercial space. However, at the time of the 2021 transaction all of the previous approvals had expired. Subsequent to the sale the purchasers decided that the previously approved plan was not

viable and began planning and met with the County with the plan of putting townhouses on the site. The County was not supportive of this concept and is looking more towards the site being high density, affordable housing units – they are currently requesting 275 residential units for the site.

Sale 6 is located along the east side of Gypsum Creek Road and is annexed to the town of Gypsum. It is a combination of irrigated hay meadows and dry pasture on the Gyp bluffs to the east. The property has over four cfs of surface right for irrigation. It borders BLM land on the east and has been approved through Sketch level for 109 residential units. The listing has an old dwelling and outbuildings on it. The property was listed for $5,150,000 in early 2017 with at least one price reduction since that time with a list price of $3,950,000 prior to this sale.

Sale 7 is the Fox Hollow development located in the western portion of Edwards south of U.S. Highway 6. The site has mostly level topography with a small panhandle area extending onto a moderately sloping hillside. Access if from Fox Hollow Drive and Murray Drive. All utilities are available at the site bounds. At the time of sale, the site was approved as Fox Hollow PUD and approved for 87 residential multi-family units. Of that total, 32 units must be restricted for resident occupancy. Four of the 87 units must be resident occupancy and price capped per the guidelines of the County.

Requirements of the approval included: Cash in lieu of land dedication to Eagle Schools of $208,108.98, extend Murray Road through the property, install a segment of Murray Road, install a sidewalk along the south side of Murray Road and along the south side of Highway 6, and install the asphalt sidewalk along the frontage of the property.

Sale 8 is the recent sale of 13.49 acres of the 18.95-acre eastern portion of the rail yard site owned by UP Railroad. This property is located in north Minturn and is raw land, former rail yard. At the time of sale, the 13.49 acres were approved through the Final Plat level by Minturn for 39 single-family residential units as the Minturn North PUD. The approval requires the developer to improve, including paving, Minturn Road from Railroad Avenue to Highway 6 at Dowd's Junction. The property was under contract since October 2019 while working through the approval process with Minturn. Although, the initial request of the Town was for 109 residential units, the original contract price of $6,500,000 remained the same.

Elements of Comparison

Property Rights

The sales are compared to the subject for the property interest transferred. In some instances, a property is transferred subject to a long-term lease that may be at a rate different from the market rate. In these cases, the property

interest transferred is different than the fee simple interest. The percent interest transferred must be considered as well. Easements and rights-of-way are also relevant to this adjustment factor.

Financing

The motivation of the seller, the method of financing and who the lender is may affect the sales price. For example, if the seller were to finance all or a portion of the sales price, a higher price may be negotiated to account for the added inconvenience and expense. The same may be true if the seller finances at a below market interest rate. However, in some instances the seller, due to tax concerns or personal reasons, may desire to finance the sale to some degree.

Conditions of Sale

In analyzing the sales any extenuating circumstances that may have caused the transaction to be something other than arms-length must be considered. These circumstances include in-family transfers, forced sales, foreclosures, trades, etc..

Market Conditions

This element deals primarily with the change of values over time, whether positive or negative. The period of time extends from the transacting of the sale to the date of the subject valuation. An additional consideration, depending on the property type and the nature of the derivation of the adjustment for this element, is scarcity possibly coupled with uniqueness.

Location

This element considers socio-economic influences of the sales as compared to those on the subject property and possibly views. Physical attributes of the subject and the sales such as availability of utilities, river frontage, topography and vegetation are considered in other sections. The value of lots in the respective communities and/or neighborhood is used in part to determine the degree of this adjustment.

Access

In analyzing values, the quality and quantity of the access to a property must be considered. Obviously substandard access might affect the value of a property, especially considering the development overtones in the subject neighborhood, as previously discussed. Limited access may preclude a property from such potentials or increase the cost of "development" to the degree of acquiring sufficient access.

Size

Typically, smaller properties sell for more on a unit basis than do comparable larger properties. This is due in part to the fact that a smaller investment can be afforded by more potential buyers, thus, the demand and, therefore, the price increases. Additionally, with development properties, smaller parcels generally are easier to manage and develop than comparable larger properties, thus, also positively affecting the market.

Topography

The topography of all properties varies from one to another. The topography influences the herding practices, vegetation, production, access, views and developability, among other things. All of which could impact the value of a property. Additional consideration is given to the type of vegetation present on each sale. The market desires parcels that are treed or heavily timbered and is willing to pay a premium there for. Ergo, the degree of timber on the sale properties as opposed to the subject is also given consideration in this adjustment.

River Frontage

It is direct and private access and use of a fishable river – such as the Roaring Fork River – a creek, reservoir or a large pond that is most coveted in the market and that needs the greatest analysis. This frontage has been shown to significantly increase the value of the properties in the subject market.

Water Rights

The quantity and quality, or the length of time the water is available during the growing season impacts the productivity of a property and therefore the value and will be considered for this element. Other considerations include the amount of excess water, if any, for use off of the property and the types of uses approved for the water – such as residential and piscatorial.

Entitlements/Zoning

Whether or not the subject and the sales have been approved fully or to some degree for development must be investigated, analyzed and possibly adjusted for. Considered also is the zoning of each sale as compared to that of the subject.

Improvements

When analyzing and comparing the sales to the subject the contributory value, if any, of the improvements located on each sale must be adjusted to that of the subject improvements.

Availability of Utilities

The degree of utilities available to a property influences the value. Generally, the greater number and more proximal the utilities available to a property, the higher the value of that property. Potential available utilities include electricity, telephone, cable television/high speed internet, natural gas, domestic water lines and sanitary sewer service. The sales will be compared to the subject and adjusted appropriately for any differences in the availability of the noted utilities.

Fees and Off-Site Requirements

Items considered in this element include, but are not limited to: cash in lieu of school land dedication, raw water fees/costs in lieu of raw water dedication, road/street impact and/or traffic control fees, off-site street improvements, etc.

Conclusion

Of the comparable sales, Sale 1 is very representative of subject other than a substantially inferior date and a superior approval status and density per acre – double subject; Sale 2 is unapproved land that has superior access and availability of utilities and inferior location to subject; Sales 3 and 4 are considered to represent the low end of the subject range given the location and respective date of the sales; Sale 5 has a considerably higher portended density than subject and is also superior in location, access and availability of utilities; Sale 6 is inferior to subject in location and density and superior to it in access and availability of utilities; Sale 7b is superior in most attributes to subject and is near the upper limit in subject value; lastly, Sale 8 is very recent and is in Minturn; it sold with approvals in place, but the time and expense of garnering the approvals was borne by the purchaser, and has superior availability of utilities to subject, placing it above the top of the range of subject value.

Based on the analysis of the sales, the value of the subject, as of January 15, 2024, is concluded to be $300,000 per overall acre (approximately $103,000 per potential residential unit), or as follows:

22.29 acres @ $300,000 per acre = $6,700,000 (rounded)

EXPOSURE TIME

It is concluded that the subject site could have been sold within one year of being placed on the market at the concluded value.

PARCEL B

PARCEL B

Photographs of Subject Property



View westerly of subject from near the northeast corner of the site (Photo Taken By: J.S. Lengel, MAI)

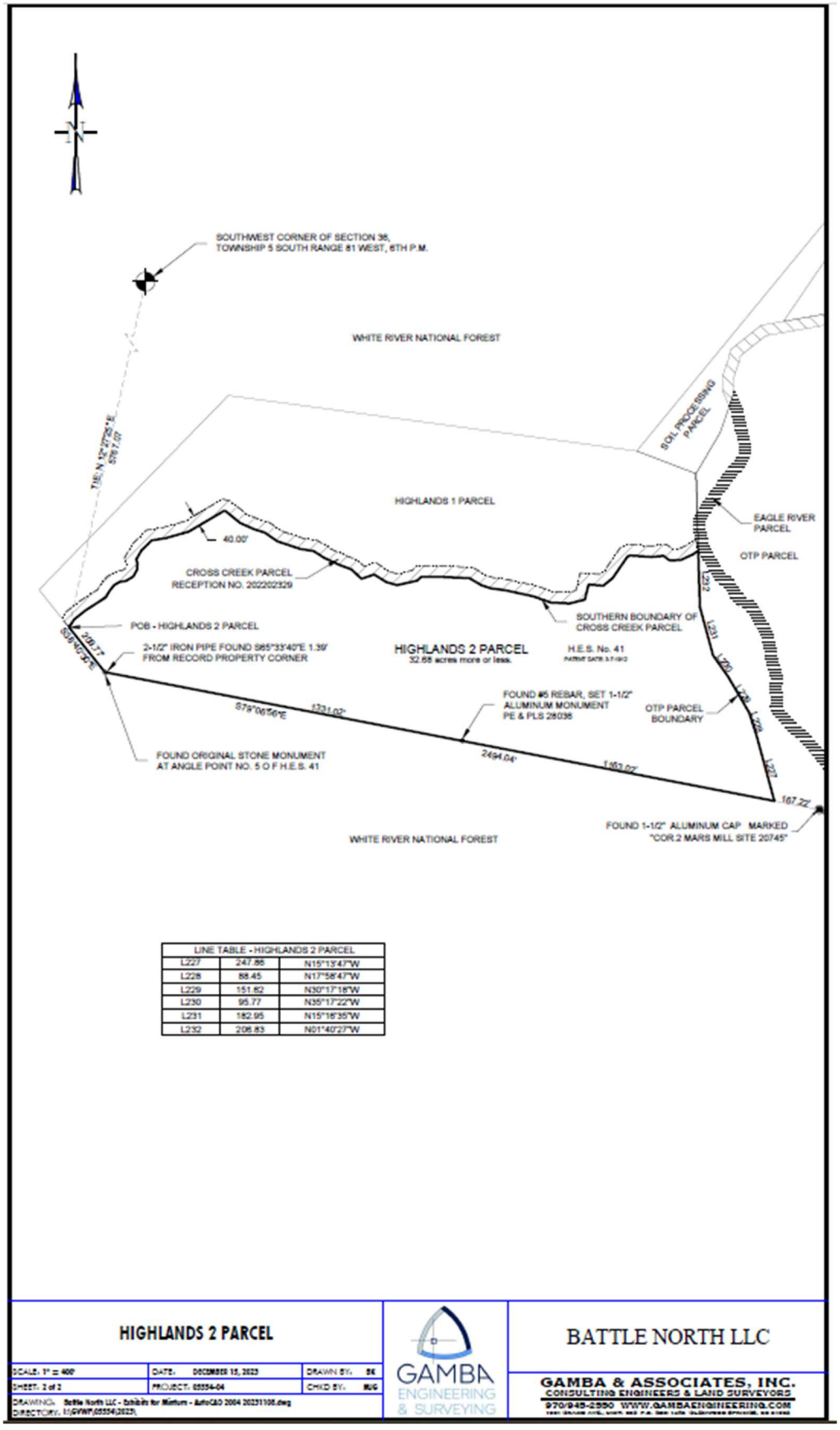


Looking southwest across subject from the same location as the prior photo (Taken By: J.S. Lengel, MAI)

Photographs of Subject Property



Looking south across the eastern portion of subject from near the northeast corner of the site (By: J.S. Lengel, MAI)



LINE TABLE - HIGHLANDS 2 PARCEL		
L227	247.66	N15°13'47"W
L228	88.45	N17°58'47"W
L229	151.62	N30°17'18"W
L230	95.77	N35°17'22"W
L231	182.95	N15°16'35"W
L232	206.83	N01°40'27"W

HIGHLANDS 2 PARCEL

SCALE: 1" = 400'	DATE: DECEMBER 15, 2023	DRAWN BY: SK
SHEET: 2 of 2	PROJECT: 05554-04	CHKD BY: MJG

DRAWING DIRECTORY: Battle North LLC - Exhibits for Minturn - AutoCAD 2004 20231108.dwg
I:\GVWP\05554\2023\

GAMBA ENGINEERING & SURVEYING

BATTLE NORTH LLC

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM

DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be transferred to the Town of Minturn. This transfer involves no monetary consideration.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit D in the addenda to this report.

Site Description

- **Location:** The subject site is located a short distance west of Tigiwon Road, adjacent on the west to Parcel C of this report, and south of the Bolts Ditch at the eastern toe of Grouse Mountain in Minturn, Colorado. The site is bound on the south by the White River National Forest.
- **Present Use:** Vacant land supporting native meadows and timber.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 32.68 acres. It is irregular in shape; somewhat rectangular with the north line meandering along Bolts Ditch.
- **Access:** Legal access to the subject is undeveloped. As noted at Paragraph 5 in the Hypothetical Conditions previously in this report, there is an access easement extending from Tigiwon Road to the subject east boundary. Tigiwon Road extends from U.S. Highway 24 north and east of the subject.
- **Topography and Vegetation:** The site has primarily undulating and gently sloping topography with the eastern and southwestern portions having the greatest slopes. The vegetation is native grass, brush, willows, and sparse trees – aspen and spruce.
- **Floodplain:** Minor along the noted Bolts Ditch traversing the northern edge of the subject site.
- **Soils:** Varying. Most likely loams, silt loams and cobbly loams.
- **Easements and Encroachments:** There are no noted recorded or hypothetical easements encumbering subject. There are no encroachments on or by the subject.

- **Utilities:** Potable water, sanitary sewer, electrical service, natural gas, and telephone and internet service will be available east of subject in Tigiwon Road at some point in the future, estimated at four years. As with the access to subject, it is presumed that there is a utility easement extending to subject from Tigiwon Road.

- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** An environmental assessment was not provided to the appraiser. The values reported herein are based on the assumption that the subject site is free and clear of environmental contamination.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition, the subject is zoned Holding District by the Town of Minturn. As noted at Paragraph 1 in the Hypothetical Conditions previously in this report, the conceptual usage of subject is "low density residential". Industrial use is not allowed without consent of Battle Mountain.

  Beyond zoning, subject is raw land with no development approvals/entitlements and the formal process through the Town for usage beyond open recreation and agricultural production must be undertaken and accomplished. It will take time and money to achieve approvals for entitlements, and any proposed plan will need to stand on its own merits. Ultimately, approval of uses on the subject property is from the Town Council after public input in the formal process.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible

As noted, the subject property is hypothetically zoned Holding District by the Town. The only legal use currently is interim recreation and agricultural production in the form of livestock grazing. Additional uses would need to be approved by the Town through the formal process starting with a sketch plan. Town staff indicated that future approvals of uses on and of the subject site would need to coincide with those allowed in current low density residential zone districts in the town. The ultimate density and area approved is dependent a number of variables.

Essentially there are two potentials for the subject, either the current usage or low density residential with approvals by the Town through the formal process, which includes a Sketch plan approval, then Preliminary plan approval and ultimately Final plat approval. Based on Sale 8, presented later in this report, it is concluded that a density of around three units per acre, 95 units in total could reasonably be achieved.

Physically Possible:

The subject site is approximately 32.68 acres in size with a high percentage of usable, gently sloping land. Access may be extended from Tigiwon Road about 1,000 lineal feet east of subject. Potable water and sanitary sewer service will be available from lines in Tigiwon Road. Natural gas, electricity and telephone service are/will be

available also east of the subject. There are no surface water rights appurtenant to subject for dedication to the Town; however, a Cash-in-Lieu payment will not be required at final plat.

Thus, the current physical characteristics of the site are conducive to future development of the site as detailed earlier as being legally permissible, with the noted required road, sanitary sewer and domestic water service improvements.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the uses of the subject site are considered next. The potentials of the subject as open recreational and agricultural land do not exceed in value those of subject as a future low density residential development. As a low-density residential site, the available and competing supply must be recognized and taken into account. In this instance, there is little vacant, large parcel residential land, available or otherwise, in Minturn to compete with subject. In fact, most of what is available is located proximal to the east and north of the subject property.

On the approved side of competition, there is the North End development in Minturn that was recently approved for 39 single-family residential sites. This development remains raw land awaiting development with roads and utilities.

Thus, the subject site is one of a few relatively large, raw development parcels in Minturn, four of which are proximal to the subject. Access and utilities are available near the subject, but need enlarged and improved for development of subject, and subject has a high percentage of level, usable topography. However, Town approval at all levels is required before a building permit could be applied for.

From the preceding discussion, it is concluded that the subject is well located in Minturn with utilities and access available in the near term and allowed through presumed easement(s). There is an almost non-existent supply in Minturn of larger residential development sites and an apparent strong demand for said land. While subject has competition, there is the potential for development in the not-too-distant future.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be low-density residential development.

VALUATION

Sales Comparison Approach

Table II, following, summarizes the eight transactions that were presented and analyzed previously in this report in the valuation of subject Parcel A. They are reiterated here for the reader's reference.

Table II
Comparable Land Sales

SALE NO.	GRANTOR/ GRANTEE	DATE OF SALE RECPT. NO.	SALES PRICE	SITE SIZE (ACRES)	SALES PRICE PER ACRE	TOTAL DWELLING UNITS*	DENSITY/ ACRE	SALES PRICE/ DWELLING UNIT
1	Stott/MSP1, LLC	12/04/18 652492	$ 3,775,000	18.014	$209,559	112 units	6.22 units	$33,705
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* Total dwelling units either allowed, ultimately approved or planned for the sale

As was done in the valuation of the other subject parcel previously, the sales are compared and adjusted to the subject for any differences in property rights, financing, conditions of sale, market conditions (date), location, access, size, topography, river frontage, water rights, entitlements, improvements, availability of utilities, and fees and off-site requirements.

The sales are compared to the subject and possibly adjusted for the numerous elements noted above and discussed in greater detail in the valuation of Parcel A of this report.

Conclusion

Based on the analysis of the sales, the value of the subject, as of January 15, 2024, is concluded to be $300,000 per overall acre (approximately $103,000 per potential residential unit), or as follows:

32.68 acres @ $300,000 per acre = $9,800,000 (rounded)

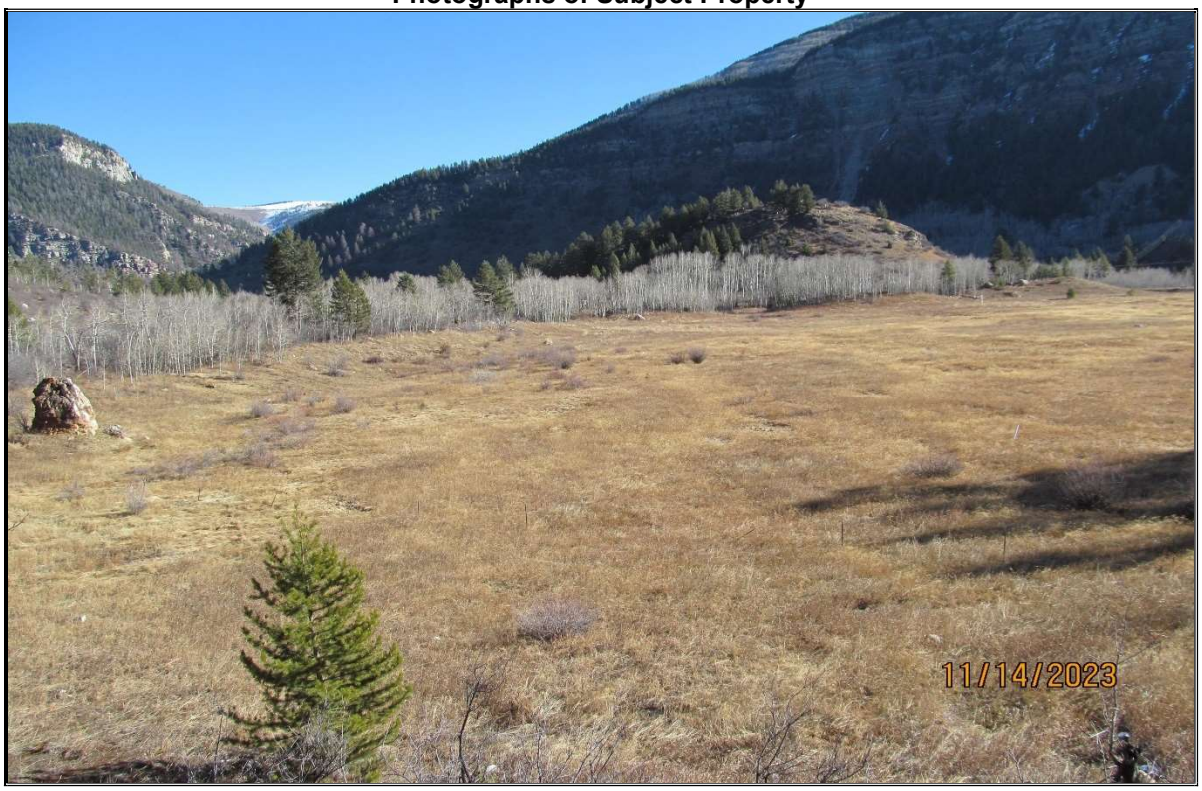
EXPOSURE TIME

It is concluded that the subject site could have been sold within one year of being placed on the market at the concluded value.

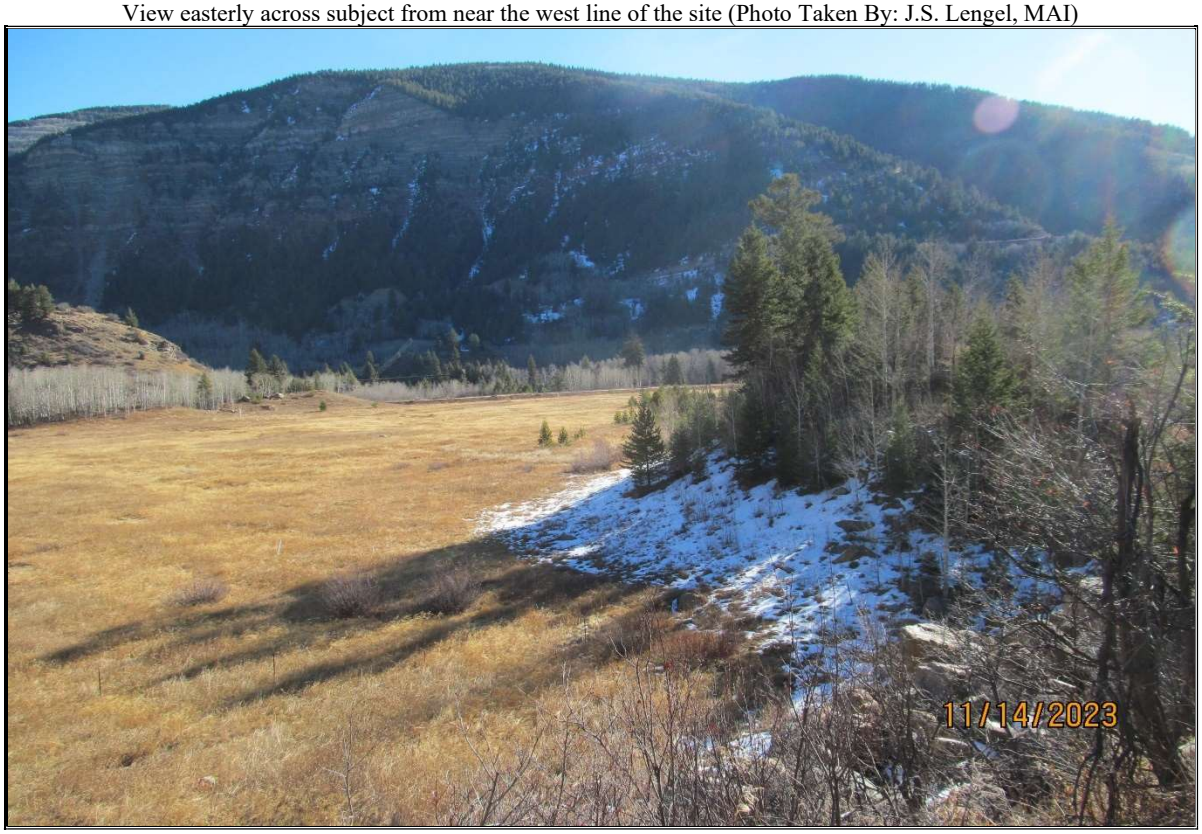
PARCEL C

PARCEL C

Photographs of Subject Property



View easterly across subject from near the west line of the site (Photo Taken By: J.S. Lengel, MAI)



Looking southeast across subject from the east central portion of the site (Taken By: J.S. Lengel, MAI)

Photographs of Subject Property



Looking northeast across subject from the same location as the prior photo (By: J.S. Lengel, MAI)



View southeasterly at the southern portion of the subject property from Tigiwon Road (By: J.S. Lengel, MAI)

Photographs of Subject Property



View westerly across subject from Tigiwon Road (By: J.S. Lengel, MAI)



Looking northwest across subject from the same location as the prior photo (By: J.S. Lengel, MAI)

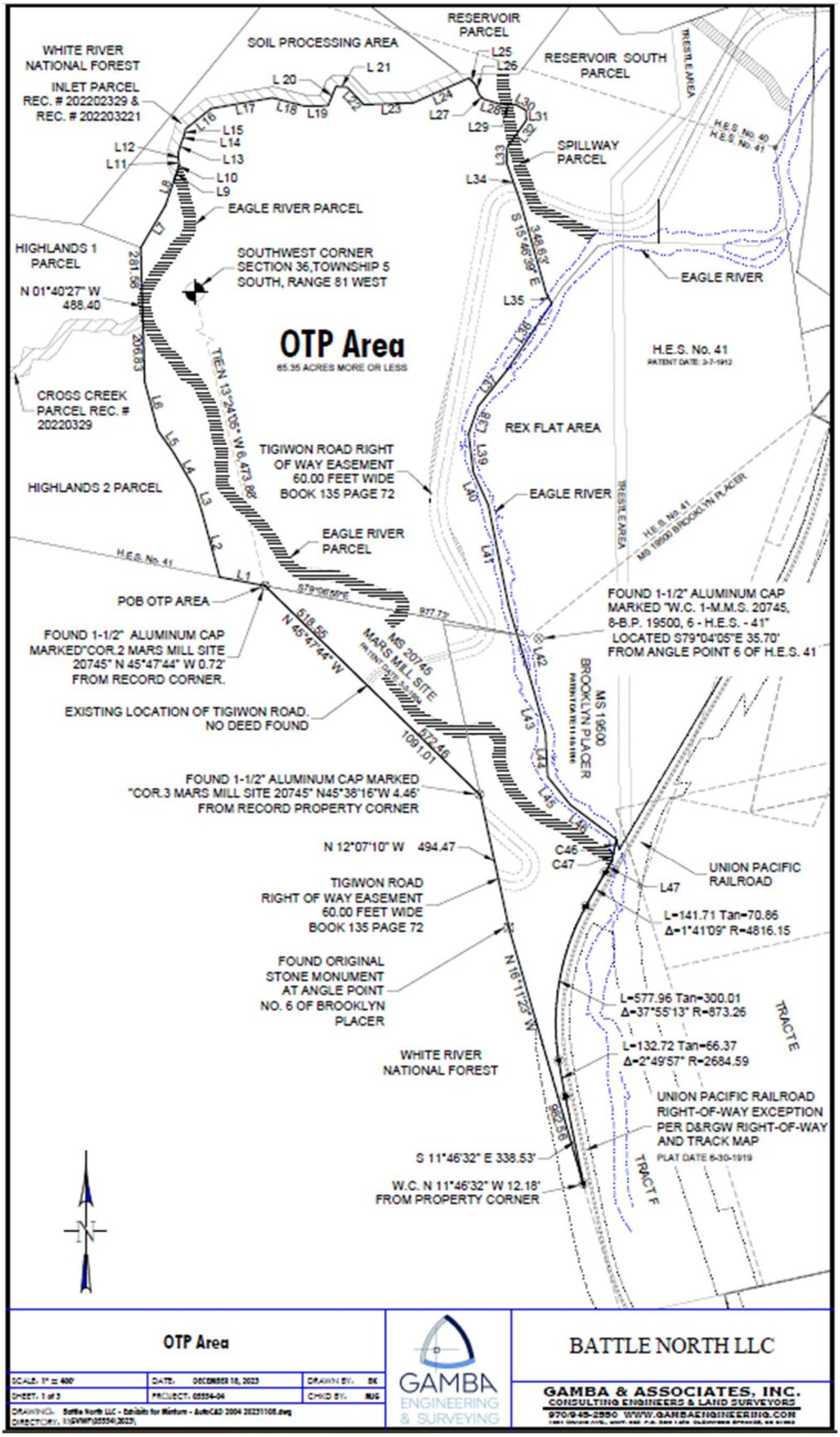
Photographs of Subject Property



View northerly at the eastern portion of the subject property and Tigiwon Road (By: J.S. Lengel, MAI)



View northwest at the northeast portion of the subject property from Tigiwon Road (By: J.S. Lengel, MAI)



WHITE RIVER NATIONAL FOREST
SOIL PROCESSING AREA
RESERVOIR PARCEL
RESERVOIR SOUTH PARCEL
INLET PARCEL REC. # 202202329 & REC. # 202203221
SPILLWAY PARCEL
EAGLE RIVER PARCEL
HIGHLANDS 1 PARCEL
SOUTHWEST CORNER SECTION 36,TOWNSHIP 5 SOUTH, RANGE 81 WEST
N 01°40'27" W 488.40
OTP Area
65.35 ACRES MORE OR LESS
EAGLE RIVER
H.E.S. No. 41
CROSS CREEK PARCEL REC. # 20220329
REX FLAT AREA
TIGIWON ROAD RIGHT OF WAY EASEMENT 60.00 FEET WIDE BOOK 135 PAGE 72
HIGHLANDS 2 PARCEL
EAGLE RIVER
EAGLE RIVER PARCEL
POB OTP AREA
FOUND 1-1/2" ALUMINUM CAP MARKED "W.C. 1-M.M.S. 20745, 8-B.P. 19500, 6 - H.E.S. - 41" LOCATED S79°04'05"E 35.70' FROM ANGLE POINT 6 OF H.E.S. 41
FOUND 1-1/2" ALUMINUM CAP MARKED"COR.2 MARS MILL SITE 20745" N 45°47'44" W 0.72' FROM RECORD CORNER.
MS 20745 MARS MILL SITE
MS 19500 BROOKLYN PLACER
EXISTING LOCATION OF TIGIWON ROAD. NO DEED FOUND
FOUND 1-1/2" ALUMINUM CAP MARKED "COR.3 MARS MILL SITE 20745" N45°38'16"W 4.46' FROM RECORD PROPERTY CORNER
N 12°07'10" W 494.47
UNION PACIFIC RAILROAD
TIGIWON ROAD RIGHT OF WAY EASEMENT 60.00 FEET WIDE BOOK 135 PAGE 72
L=141.71 Tan=70.86 Δ=1°41'09" R=4816.15
FOUND ORIGINAL STONE MONUMENT AT ANGLE POINT NO. 6 OF BROOKLYN PLACER
L=577.96 Tan=300.01 Δ=37°55'13" R=873.26
TRACTE
WHITE RIVER NATIONAL FOREST
L=132.72 Tan=66.37 Δ=2°49'57" R=2684.59
UNION PACIFIC RAILROAD RIGHT-OF-WAY EXCEPTION PER D&RGW RIGHT-OF-WAY AND TRACK MAP
PLAT DATE 6-30-1919
S 11°46'32" E 338.53'
W.C. N 11°46'32" W 12.18' FROM PROPERTY CORNER
TRACT F
OTP Area
GAMBA ENGINEERING & SURVEYING
BATTLE NORTH LLC
GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM

DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be transferred to the Town of Minturn. This transfer involves no monetary consideration.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit E in the addenda to this report.

Site Description

- **Location:** The subject site is located west of center of the Eagle River and is bisected by Tigiwon Road. It is adjacent on the east to subject Parcels A and B of this report and on the south to subject Parcel I of this report and Bolts Ditch, east of the toe of Grouse Mountain in Minturn, Colorado. The site is bound on the south by the White River National Forest.
- **Present Use:** Vacant land supporting native meadows and timber.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 65.35 acres. It is irregular in shape; somewhat triangular with the southern portion coming to a point west of the Union Pacific rail line.
- **Access:** Legal access to the subject is from Tigiwon Road. Tigiwon Road extends from U.S. Highway 24 west and south through the subject.
- **Topography and Vegetation:** As previously noted the valuation of the site is based on the presumption it will have placed fill – from Bolts Lake – which will leave level, gently sloping topography above the river alluvium. The exposure will be slightly east. The vegetation will be primarily tame grasses with native grass, brush and sparse trees – aspen and spruce – through the southern portion. The transition area to the river has a moderate slope and is vegetated with native grass, cottonwood and spruce trees.
- **Floodplain:** Minor along the Eagle River, traversing the eastern edge of the subject site.
- **Soils:** Varying. Most likely loams, silt loams and cobbly loams.
- **Easements and Encroachments:** The subject site will be, as noted in Paragraphs 5 and 8 of the Hypothetical Conditions, servient to easements for access and utilities for the benefit of subject Parcels A and B, which may be in separate ownership as of the date of value – September 1, 2028. Tigiwon Road crosses the subject in both a

60-foot-wide easement and a relatively short presumed prescriptive easement. A fill ditch for Bolts Lake extends across the western portion of the site, somewhat parallel to the subject west boundary, in an easement. The emergency spillway for Bolts Lake bisects a small area in the northeast portion of the site. There are no encroachments on or by the subject.

- **Utilities:** Potable water, sanitary sewer, electrical service, natural gas, and telephone and internet service will be available to subject in Tigiwon Road at some point in the future, estimated to be near the date of value.

- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** Subject is part of the Eagle Mine Superfund Site as established by the Environmental Protection Agency. The reader is referred to Paragraphs 4 and 6 of the Hypothetical Conditions in this report.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition, the subject is zoned Holding District by the Town of Minturn. As noted at Paragraph 1 in the Hypothetical Conditions previously in this report, the conceptual usage of subject is "high density residential". Industrial use is not allowed without consent of Battle Mountain.

  Beyond zoning, subject is raw land with no development approvals/entitlements and the formal process through the Town for usage beyond open recreation and agricultural production must be undertaken and accomplished. It will take time and money to achieve approvals for entitlements, and any proposed plan will need to stand on its own merits. Ultimately, approval of uses on the subject property is from the Town Council after public input in the formal process.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible:

As noted, the subject property is hypothetically zoned Holding District by the Town. The only legal use currently is interim recreation and agricultural production in the form of livestock grazing. Additional uses would need to be approved by the Town through the formal process starting with a sketch plan. Town staff indicated that future approvals of uses on and of the subject site would need to coincide with those allowed in current high density residential zone districts in the town. The ultimate density and area approved is dependent a number of variables.

Essentially there are two potentials for the subject, either the current usage or high density residential with approvals by the Town through the formal process, which includes a Sketch plan approval, then Preliminary plan approval and ultimately Final plat approval. Based in part on Sale 8, presented later in this report, it is concluded that a density of six to eight units per acre, 400 to 525 units in total, could reasonably be achieved.

Physically Possible:

The subject site is approximately 65.35 acres in size with a high percentage of usable, gently sloping land – again after soil is place from the Bolts Lake excavation. Access is from Tigiwon Road, which traverses the eastern portion of subject. Potable water and sanitary sewer service will be available from lines in Tigiwon Road. Natural gas, electricity and telephone service are/will be available in the eastern portion of the subject. There are no surface water rights appurtenant to subject for dedication to the Town; however, a Cash-in-Lieu payment will not be required at final plat.

Thus, the current physical characteristics of the site are conducive to future development of the site as detailed earlier as being legally permissible, with the noted required sanitary sewer and domestic water service improvements.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the uses of the subject site are considered next. The potentials of the subject as open recreational and agricultural land do not exceed in value those of subject as a future high density residential development. As a high-density residential site, the available and competing supply must be recognized and taken into account. In this instance, there is little vacant, large parcel residential land, available or otherwise, in Minturn to compete with subject. In fact, most of what is available is located proximal to the west of the subject property.

On the approved side of competition, there is the North End development in Minturn that was recently approved for 39 single-family residential sites. This development remains raw land awaiting development with roads and utilities.

Thus, the subject site is one of a few relatively large, raw development parcels in Minturn, four of which are proximal to the subject. Access and utilities are available near the subject, but need enlarged and improved for development of subject, and subject will have a high percentage of level, usable topography. However, Town approval at all levels is required before a building permit could be applied for.

From the preceding discussion, it is concluded that the subject is well located in Minturn with utilities and access available in the near term. There is an almost non-existent supply in Minturn of larger residential development sites and an apparent strong demand for said land. While subject has competition, there is the potential for development in the not-too-distant future.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be high-density residential development.

VALUATION

Sales Comparison Approach

As discussed previously in this report, the valuation of subject Parcel C (OTP) is subject to completion of the proposed improvements on the property – the placement of fill from Bolts Lake, which will be processed on subject Parcel I with use granted by a temporary easement. The estimated completion date of this fill placement, and, therefore, the date of value, is September 1, 2028.

Table II, following, summarizes the eight transactions that were presented and analyzed previously in this report in the valuation of subject Parcels A and B. They are reiterated here for the reader's reference.

Table II
Comparable Land Sales

SALE NO.	GRANTOR/ GRANTEE	DATE OF SALE RECPT. NO.	SALES PRICE	SITE SIZE (ACRES)	SALES PRICE PER ACRE	TOTAL DWELLING UNITS*	DENSITY/ ACRE	SALES PRICE/ DWELLING UNIT
1	Stott/MSP1, LLC	12/04/18 652492	$ 3,775,000	18.014	$209,559	112 units	6.22 units	$33,705
2	Day 3, LLC/Eagle County Land Company, LLC	05/18/20 202007295	$2,575,000	74.08	$34,762	N/A	N/A	N/A
3	Gypsum Prime Properties, LLC/Gerard Bros. Partnership, LLLP	06/15/20 202009111	$ 910,000	62.0	$14,677	1 unit	0.0161 units	$910,000
4	Wilson Ranch/803 Cottonwood Pass, LLC	04/29/21 2021	$1,550,000	94.0	$16,489	2 units	0.0213 units	$775,000
5	Edwards West End Holdings/ Edwards West End EW Investors	12/30/21 202128667	$6,250,000	5.291	$1,181 251	275 units	51.98 units	$22,727
6	Williams Knight, LLC/ Gorsuch Land Co, LLC	05/24/22 202209485	$3,250,000	162.7	$19,975	109 units	0.67 units	$29,817
7	Fox Hollow, LLC, et al/ Murray Road Properties, LLC	02/15/19 201902210	$3,960,000	3.794	$1,043,753	87 units	22.93 units	$45,517
7b	Murray Road Properties, LLC/ BGV Edwards Properties, LLC	10/13/22 202216492	$8,250,000	3.794	$2,174,486	87 units	22.93 units	$94,828
8	Union Pacific Railroad/ Minturn North	12/12/23 202316489	$ 6,500,000	13.49	$481,838	39 units	2.89 units	$166,667

* Total dwelling units either allowed, ultimately approved or planned for the sale

As was done in the valuation of the other subject parcels previously, the sales are compared and adjusted to the subject for any differences in property rights, financing, conditions of sale, market conditions (date), location,

access, size, topography, river frontage, water rights, entitlements, improvements, availability of utilities, and fees and off-site requirements.

The sales are compared to the subject and possibly adjusted for the numerous elements noted above and discussed in greater detail in the valuation of Parcel A of this report.

Conclusion

Based on the analysis of the sales, it is concluded the value of the subject, as of September 1, 2028, will be $400,000 per overall acre (approximately $49,500 to $65,000 per potential residential unit), or as follows:

65.35 acres @ $400,000 per acre = $26,000,000 (rounded)

EXPOSURE TIME

It is concluded that the subject site could have been sold within one year of being placed on the market at the concluded value.

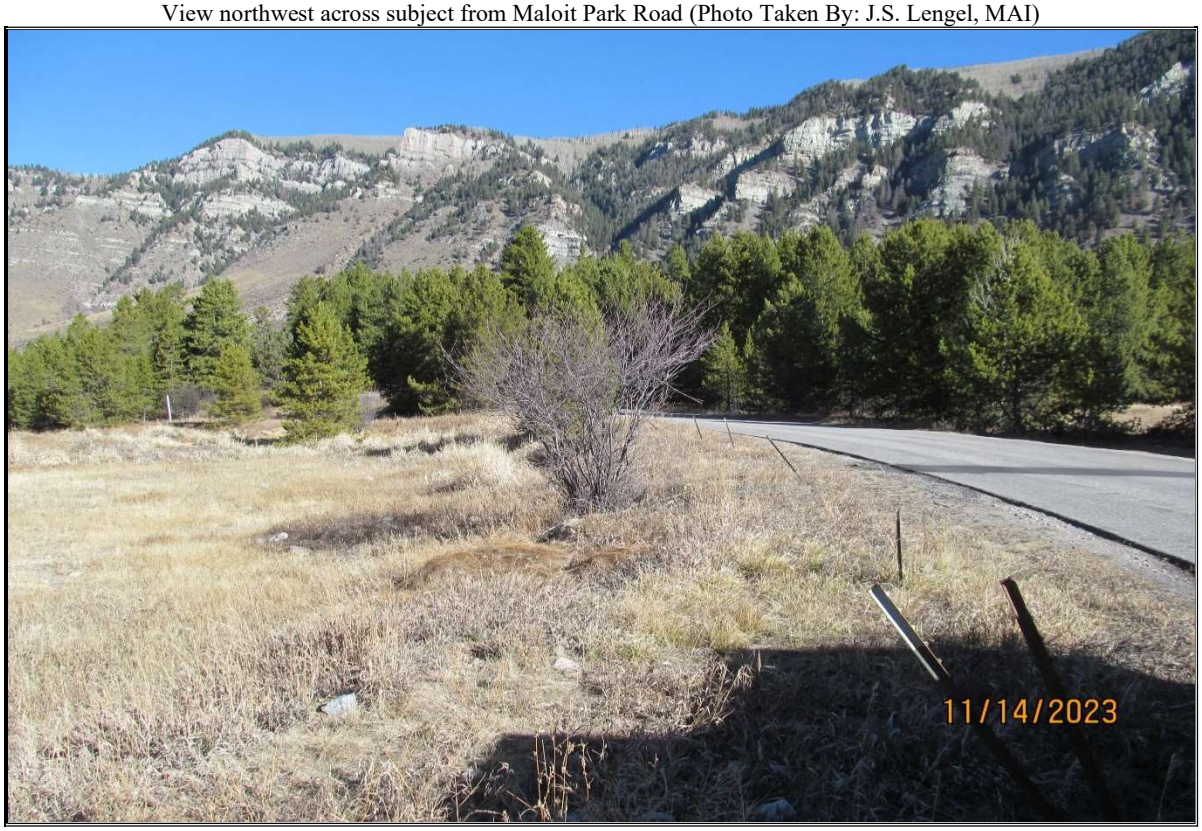
PARCEL D

PARCEL D

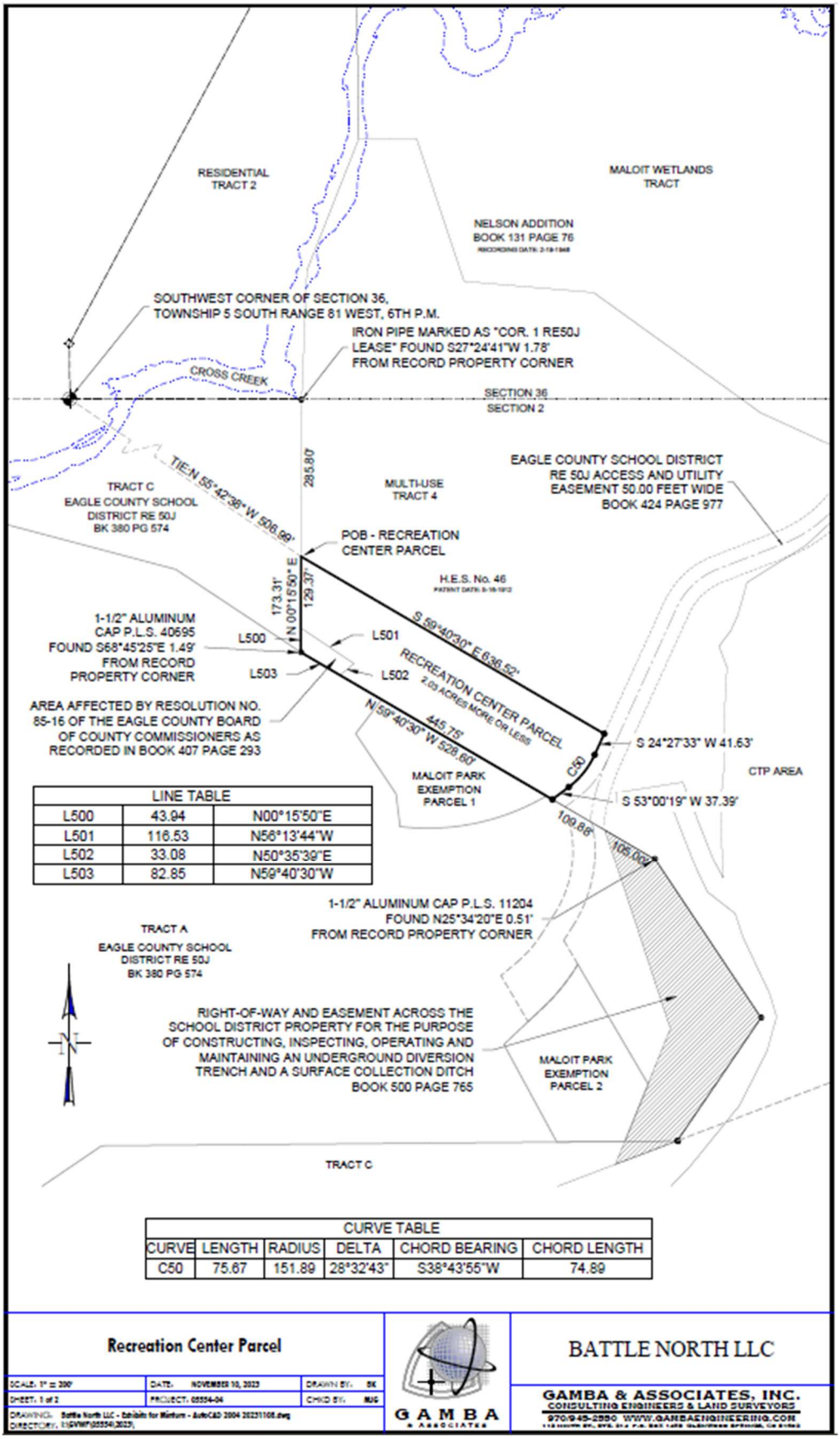
Photographs of Subject Property



View northwest across subject from Maloit Park Road (Photo Taken By: J.S. Lengel, MAI)



Looking northerly along Maloit Park Road from subject (Taken By: J.S. Lengel, MAI)



LINE TABLE		
L500	43.94	N00°15'50"E
L501	116.53	N56°13'44"W
L502	33.08	N50°35'39"E
L503	82.85	N59°40'30"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C50	75.67	151.89	28°32'43"	S38°43'55"W	74.89

Recreation Center Parcel

SCALE: 1" = 200'	DATE: NOVEMBER 10, 2023	DRAWN BY: BK
SHEET: 1 of 2	PROJECT: 05554-04	CHKD BY: MJG
DRAWING: Battle North LLC - Exhibits for Minturn - AutoCAD 2004 20231108.dwg		
DIRECTORY: I:\EVWT\05554\2023\		

GAMBA & ASSOCIATES

BATTLE NORTH LLC

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970.945.2550 WWW.GAMBAENGINEERING.COM

DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be transferred to the Town of Minturn. This transfer involves no monetary consideration.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit F in the addenda to this report.

Site Description

- **Location:** The subject site is located in Maloit Park adjacent to and west of Maloit Park Road and adjacent on the north to the Minturn Fitness Center in Minturn, Colorado.
- **Present Use:** Vacant land supporting native meadows and timber.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 2.03 acres (88,427 square feet). It is nearly rectangular in shape with the east line curving along Maloit Park Road.
- **Access:** Legal access to the subject is from Maloit Park Road. Maloit Park Road extends from U.S. Highway 24 westerly and southerly past the subject to the Vail Ski and Snow Academy on Eagle County Schools' property.
- **Topography and Vegetation:** The site has level, gently sloping topography at an elevation above the nearby wetlands. The exposure is slightly east. The vegetation native grass, brush and willows.
- **Floodplain:** None.
- **Soils:** Varying. Most likely loams and silt loams.
- **Easements and Encroachments:** There are no known easements on or encroachments on or by the subject.
- **Utilities:** Potable water, sanitary sewer, electrical service, natural gas, and telephone and internet service are available at subject in Maloit Park Road.
- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** An environmental assessment was not provided to the appraiser. The values reported herein are based on the assumption that the subject site is free and clear of environmental contamination.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition, the subject is zoned Holding District by the Town of Minturn. As noted at Paragraph 1 in the Hypothetical Conditions previously in this report, the noted conceptual usage of subject. Industrial use is not allowed without consent of Battle Mountain.

  As previously discussed at paragraph 11 of the Hypothetical Conditions, the subject parcel is presumed to be deed restricted to community, recreation, artistic, child care, and/or entertainment, and similar uses to be determined by the Parties (the Town and Battle Mountain) and not more than three employee/caretaker units. Beyond zoning, subject is raw land with no development approvals/entitlements and the formal process through the Town for usage beyond open recreation and agricultural production must be undertaken and accomplished. It will take time and money to achieve approvals for entitlements, and any proposed plan will need to stand on its own merits. Ultimately, approval of uses on the subject property is from the Town Council after public input in the formal process.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible:

Subject is presumed to be deed restricted to community, recreation, artistic, child care, and/or entertainment, and similar uses to be determined by the Parties (the Town and Battle Mountain) and not more than three employee/caretaker units.

Physically Possible:

The subject site is approximately 2.03 acres in size with a high percentage of usable, gently sloping land. Access is from Maloit Park Road, which traverses the east boundary of the subject site. Potable water, sanitary sewer service, natural gas, electricity and telephone service are available at the site. There are no surface water rights appurtenant to subject for dedication to the Town; however, a Cash-in-Lieu payment will not be required at final plat.

Thus, the current physical characteristics of the site are conducive to future development of the site as detailed earlier as being legally permissible.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the legal and physically possible noted public and restricted residential uses of the subject are essentially moot as they are public with little to no financial reward with these allowances. However, these uses exceed the financial reward of the only other potential uses as open recreational and agricultural land.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be community, recreation, artistic, child care, and/or entertainment, and similar uses to be determined by the Parties (the Town and Battle Mountain) and not more than three employee/caretaker units.

VALUATION

Sales Comparison Approach

An investigation was made involving the sales and listings of vacant parcels with the same or similar highest and best use as subject. Only a few sales were located, three of which were selected for comparison to subject. They are summarized on the following tabulation. The page following the tabulation is a map depicting the location of the sales in relation to the site being appraised – a larger scale map may be found at Exhibit G in the Addenda to this report.

Table III
Comparable Land Sales
J.S. Lengel & Associates, Inc. 01/24

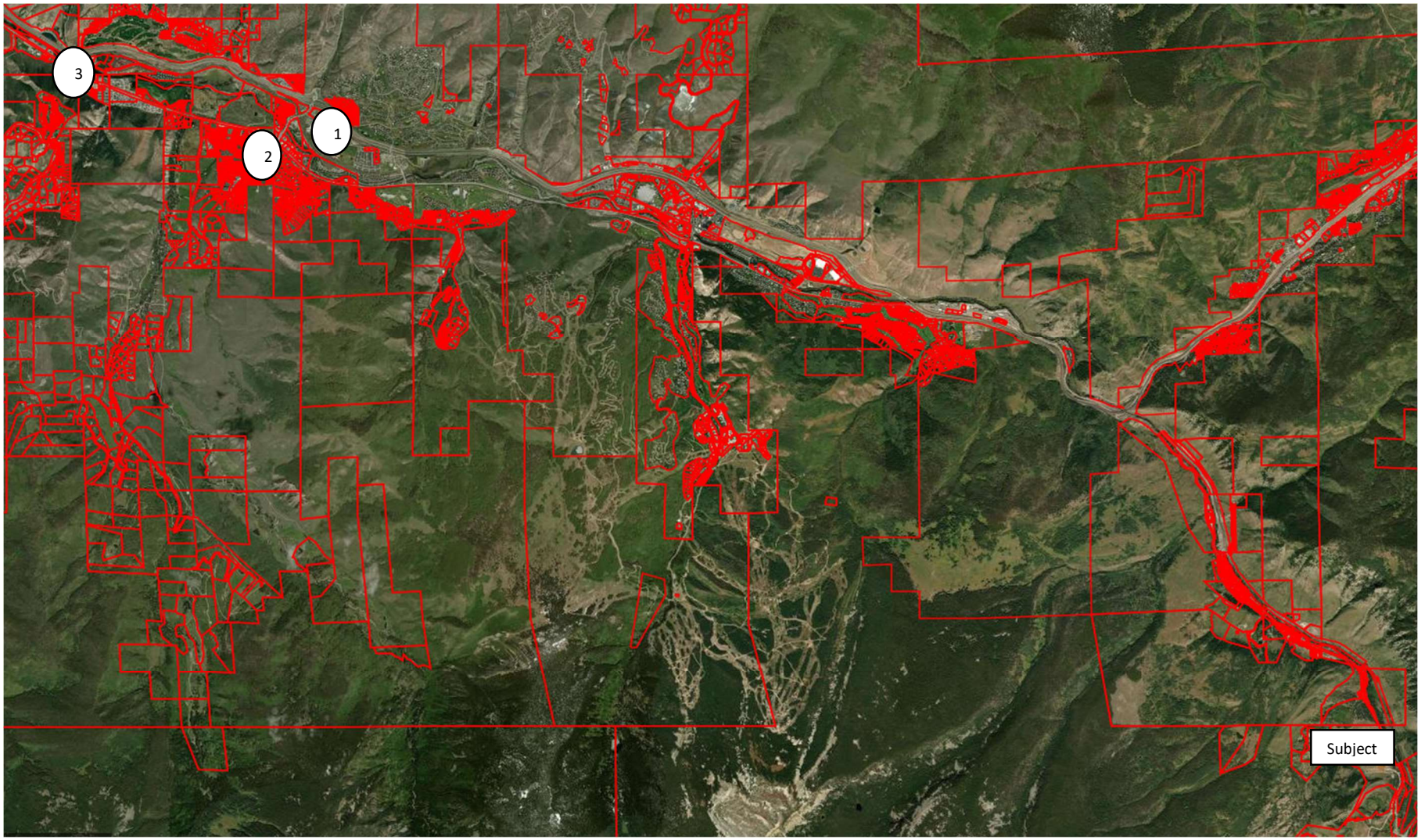
SALE NO.	GRANTOR/ GRANTEE	DATE OF SALE RECPT. NO.	SALES PRICE	SITE SIZE (SQ.FT./ACS)	SALES PR/ SQ.FT./AC.
1	Eagle County Schools/ Edwards Station, LLC	11/03/14 201418907	$255,000	23,182 0.53	$11.00 $481,132
2	Remonov & Co, Inc./Eagle River Fire Protection Dist.	06/23/16 201610004	$425,000	60,156 1.38	$7.06 $307,748
3	CANA RE Ptnrs., LLC/Calvary Chapel Vail Valley	10/31/19 201919488	$1,000,000	117,620* 2.70	$8.50 $370,370

*Net usable area of site (Gross area is 5.023 acres)

As was done in the valuation of the other subject parcels previously, the sales are compared and adjusted to the subject for any differences in property rights, financing, conditions of sale, market conditions (date), location, access, size, topography, river frontage, water rights, entitlements, improvements, availability of utilities, and fees and off-site requirements.

The sales are compared to the subject and possibly adjusted for the numerous elements noted above and discussed in greater detail in the valuation of Parcel A of this report.

Sale 1 is a site located in the northwest corner of the Battle Mountain High School parcel along Interstate 70 in Edwards. It was purchased by the adjoining ownership for assemblage with Edwards Station. It required getting approval of a plat and integration into the Edwards Station PUD to be used for anything other school purposes. The


3
1
2
Subject

site lies several feet lower than Edwards Station and has access only from the High School parcel or Edwards Station. Utilities were available at the site. The assemblage to Edwards Station increased the utility of that property.

Sale 2 is located at the west edge of the Edwards core south of U.S. Highway 6. It is a long, relatively narrow strip that extends between Highway 6 and Edwards Village Boulevard. The east line adjoins the fire station – the purchasers – an ambulance station and Edwards Village Center – a multi-building retail and office development – and the west boundary is contiguous with open space that adjoins multi-family residential. The property is zoned Commercial General but is too narrow for use other than by an adjoining property. It was purchased for expansion of the fire station.

Sale 3 is located along and south of the center of Eagle River and along and north of Highway 6. It is between Hillcrest Drive, which bridges the river, and Vail Christian High School. It is a part of the Vail Christian High School PUD and is allowed to be used for a high school and related uses, church, community outreach, nursery, day care, office, meeting rooms, kitchen, storage and other ancillary uses associated with a religious facility, not to exceed 500 seats with a total of 22,500 square feet. The fishing rights on the portion of the river crossing the sale were retained by a previous ownership. The vertical improvements on the site are owned by the lessee.

Conclusion

Of the comparable sales, despite its age, Sale 1 is determined to portend the high end of the value range due to the motivation of the buyer increasing the utility of a private property enterprise. Sale 2 is very representative of subject due to the allowed uses of both being public and including restricted residential. Sale 3 is also considered germane to the subject value given the allowed uses on it.

Based on the analysis of the sales, the value of the subject, as of January 15, 2024, is concluded to be $9.00 per overall square foot, or as follows:

88,427 square feet @ $9.00 per sq. ft. = $796,000 (rounded)

EXPOSURE TIME

It is concluded that the subject site could have been sold within one year of being placed on the market at the concluded value.

PARCEL E

PARCEL E

Photographs of Subject Property

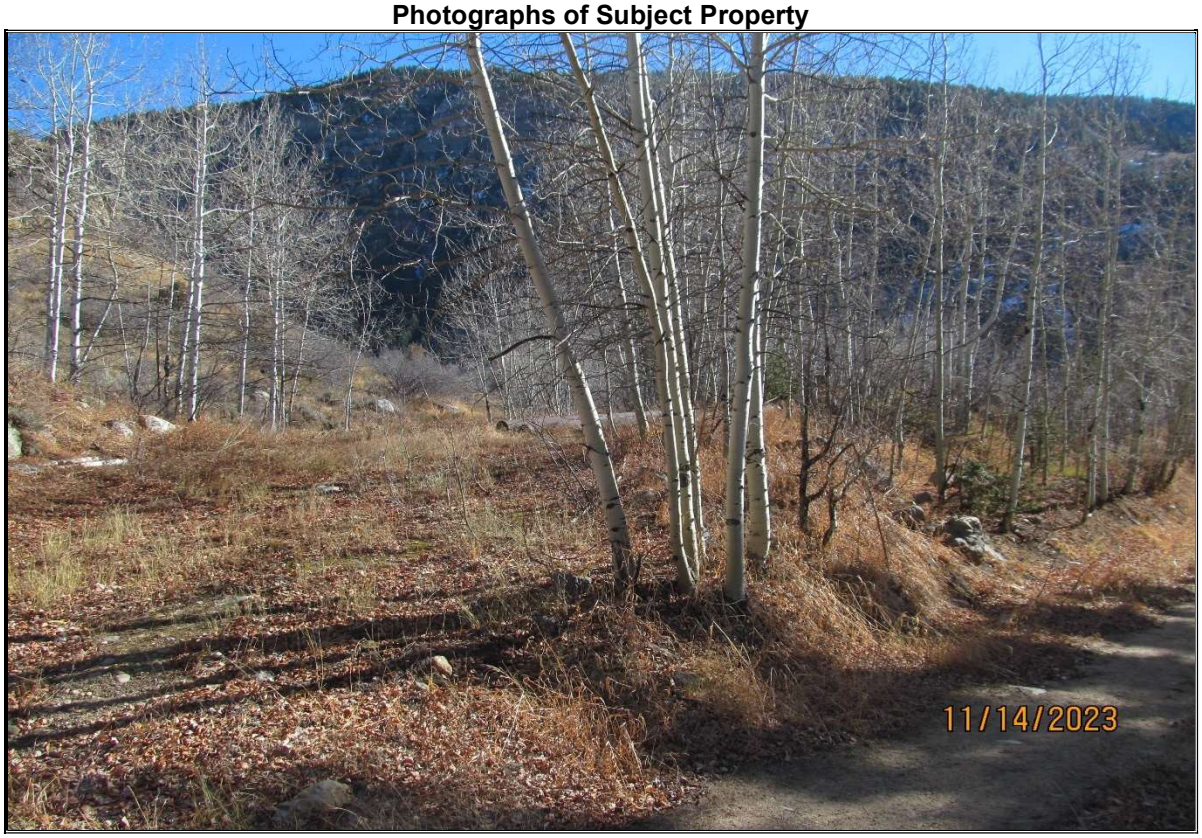


View southeast at the western portion of subject (Photo Taken By: J.S. Lengel, MAI)



Looking easterly across western portion of subject from near the southwest corner of the site (Taken By: J.S. Lengel, MAI)

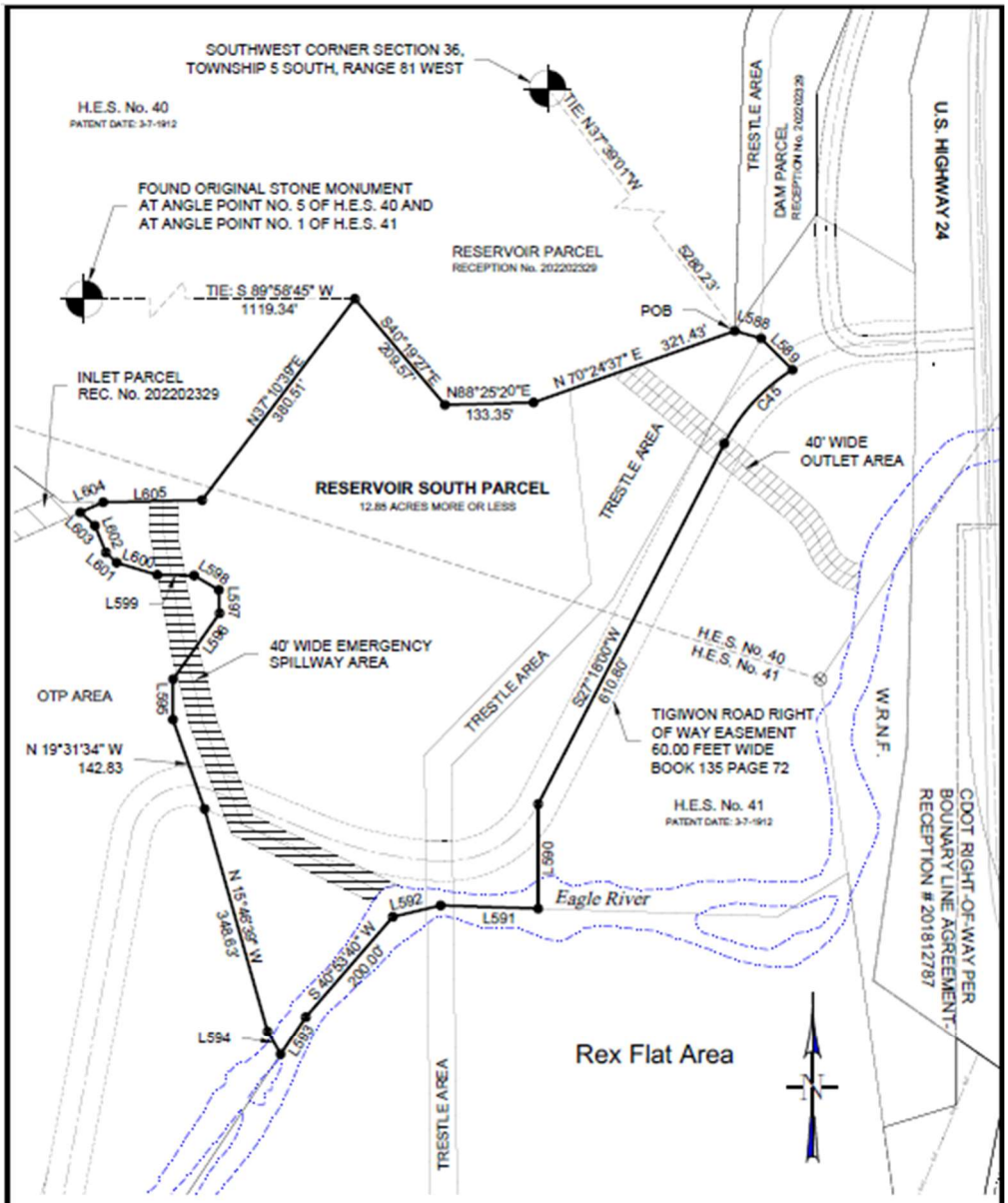
Photographs of Subject Property



Looking east across the southern portion of subject from the same location as the prior photo (By: J.S. Lengel, MAI)



View northerly at the southern portion of the subject property from Tigiwon Road (By: J.S. Lengel, MAI)



CURVE TABLE - RESERVOIR SOUTH PARCEL					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C45	153.15	286.50	30°37'40"	S42°37'30"W	151.33

LINE TABLE - RESERVOIR SOUTH PARCEL		
LINE	LENGTH	BEARING
L588	41.21	S74°17'56"E
L589	66.71	S44°54'07"E
L590	157.44	S00°00'00"E
L591	146.84	N88°07'28"W
L592	74.00	S76°34'22"W
L593	68.33	S33°39'49"W
L594	40.16	N29°14'17"W
L595	60.72	N 00°21'34"E
L596	121.47	N35°09'05"E

LINE TABLE - RESERVOIR SOUTH PARCEL		
LINE	LENGTH	BEARING
L597	35.14	N01°52'44"W
L598	43.18	N59°40'34"W
L599	55.31	N89°10'25"W
L600	63.94	N73°08'12"W
L601	22.10	N46°45'14"W
L602	43.86	N22°14'32"W
L603	29.71	N47°44'40"W
L604	37.66	N66°03'04"E
L605	148.79	N88°48'40"E

RESERVOIR SOUTH PARCEL

SCALE: 1" = 200' | DATE: DECEMBER 7, 2023 | DRAWN BY: SK
SHEET: 1 of 2 | PROJECT: 05554-04 | CHKD BY: MJG
DRAWING: Battle North LLC - Exhibits for Mintum - AutoCAD 2004 20231108.dwg
DIRECTORY: H:\PWF\05554\2023\

GAMBA ENGINEERING & SURVEYING

BATTLE NORTH LLC

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM

DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be transferred to the Town of Minturn. This transfer involves no monetary consideration.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit H in the addenda to this report.

Site Description

- **Location:** The subject site is located adjacent on the south to Bolts Lake, west of and along Tigiwon Road and adjacent on the east to subject Parcel I in Minturn, Colorado.
- **Present Use:** Vacant land supporting native meadows and timber.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 12.85 acres. It is irregular, somewhat of a “star”, in shape with the east line extending along Tigiwon Road.
- **Access:** Legal access to the subject is from Tigiwon Road. Tigiwon Road extends from U.S. Highway 24 southerly and westerly along and through the subject parcel.
- **Topography and Vegetation:** The site is substantially comprised of a knoll with the periphery of it having level, gently sloping lands – the edges of the subject parcel. The vegetation native grass, brush and timber.
- **Floodplain:** None.
- **Soils:** Varying. Most likely loams, silt loams and cobbly loams.
- **Easements and Encroachments:** One-half of the 60-foot-wide easement for Tigiwon Road extends along the subject east boundary and then extends in full width westerly through the southern portion of subject. A 40-foot-wide easement for the Bolts Lake emergency spillway extends southerly through the western portion of the site. A 40-foot-wide easement for the Bolts Lake outlet extends southerly through the eastern tip of the site. An historic wooden trestle traverses the eastern portion of the site. There are no known encroachments on or by the subject.
- **Utilities:** Potable water, sanitary sewer, electrical service, natural gas, and telephone and internet service will be available east of subject in Tigiwon Road at some point in the future, estimated at four years.

- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** An environmental assessment was not provided to the appraiser. The values reported herein are based on the assumption that the subject site is free and clear of environmental contamination.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition, the subject is zoned Holding District by the Town of Minturn. As noted at Paragraph 1 in the Hypothetical Conditions previously in this report, the conceptual usage of subject is "public reservoir access". Industrial use is not allowed without consent of Battle Mountain.

  Beyond zoning, subject is raw land with no development approvals/entitlements and the formal process through the Town for usage beyond open recreation and agricultural production must be undertaken and accomplished. It will take time and money to achieve approvals for entitlements, and any proposed plan will need to stand on its own merits. Ultimately, approval of uses on the subject property is from the Town Council after public input in the formal process.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible:

Subject is presumed to be restricted to public usage including access to Bolts Lake – the Town has an agreement for summer, non-motorized surface use of the lake with ERWSD.

Physically Possible:

The subject site is approximately 12.85 acres in size, but it has a high percentage of sloping land. The periphery of the site, including at Bolts Lake, is gently sloping and usable land. Access is from Tigiwon Road, which traverses the east boundary and the southern portion of the subject site. Potable water, sanitary sewer service, natural gas, electricity and telephone service will be available at the site.

Thus, the current physical characteristics of the site are conducive to use of the site providing public use and access to Bolts Lake.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the legal and physically possible noted public uses of the subject are essentially moot as they are public with little to no financial reward with these allowances.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be public use, including access to Bolts Lake.

VALUATION

Sales Comparison Approach

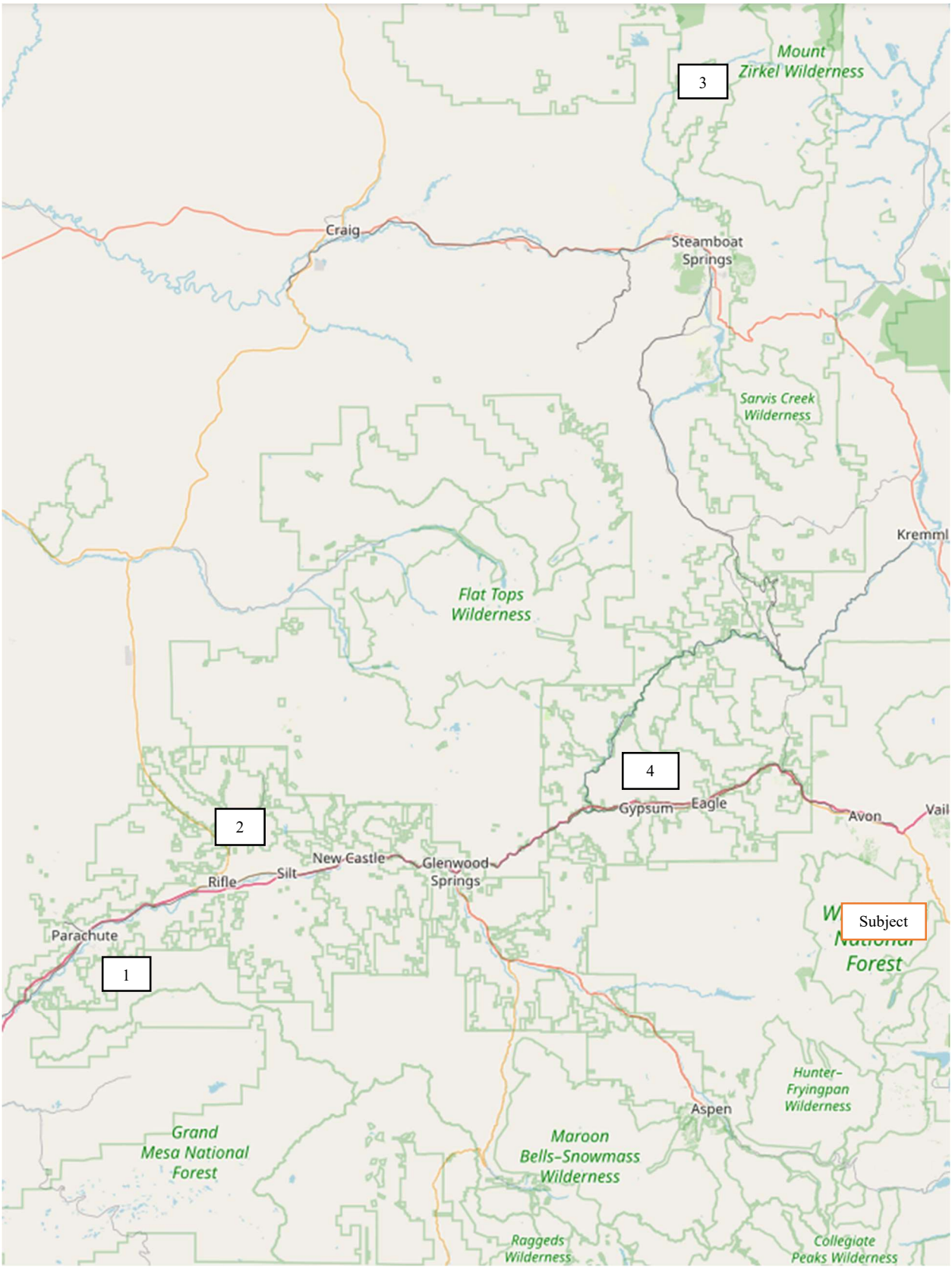
Properties with the same highest and best use as subject are rare and sales of those properties are even rarer. Therefore, the investigation involving the sale, contract and listing activity of vacant, sites with a highest and best use of open space covered a broad geographic region that included the counties of Garfield, Eagle, Routt, Gunnison and Moffat with a concentration on the subject region. The results are summarized on the following tabulation. The page following the tabulation is a map depicting the location of the sales in relation to the site being appraised – a larger scale map may be found at Exhibit I in the Addenda to this report.

Table IV
Comparable Land Sales
J.S. Lengel and Associates, Inc. 1/24

SALE NO.	GRANTOR/ GRANTEE	SALE DATE RECORDING	SALES PRICE	SITE SIZE ACRES
1	Battlement Mesa Land Investments, LLC/ Parachute Battlement Mesa Parks and Recreation District	10/13/20 943683	$25,000	6.710
2	Crone/Hurtado	02/23/21 951254	$12,000	6.239
3	Double Y Properties, LLC/Cloud	09/02/21 829118	$24,000	3.560
4	Pirnie/Butler Maps, LLC	09/27/21 202122585	$30,000	5.000

As was done in the valuation of the other subject parcels previously, the sales are compared and adjusted to the subject for any differences in property rights, financing, conditions of sale, market conditions (date), location, access, size, topography, river frontage, water rights, entitlements, improvements, and availability of utilities.

The sales are compared to the subject and possibly adjusted for the numerous elements noted above and discussed in greater detail in the valuation of Parcel A of this report.


3
Mount Zirkel Wilderness
Craig
Steamboat Springs
Sarvis Creek Wilderness
Kremmling
Flat Tops Wilderness
4
2
Gypsum
Eagle
Avon
Vail
New Castle
Glenwood Springs
Silt
Rifle
Parachute
Subject
1
Forest
Hunter-Fryingpan Wilderness
Aspen
Grand Mesa National Forest
Maroon Bells-Snowmass Wilderness
Raggeds Wilderness
Collegiate Peaks Wilderness

Sale 1 has year-round access from asphalt improved, divided Battlement Parkway and asphalt bike/pedestrian paths, which traverse the panhandle portion of the site. A full complement of utilities are available at or near the site. The northern area of the site is essentially a drainage ravine with a small reservoir, used for irrigation of the adjoining golf course, and a gently sloping "panhandle" that extends from the street. An intermittent stream flows westerly through the eastern portion of the site. The property was formally listed for sale and purchased by the recreation district that has the rights to the reservoir on the sale and encompasses the town of Parachute and Battlement Mesa, including overseeing the golf course that adjoins the sale site. The sale is zoned Planned Unit Development and is designated as Common Open Space, which disallows development on the site.

Sale 2 is located east across Highway 13 from the city limits of Rifle, but is about two miles north of the developed portions of the city. It has access from Highway 13, one point, and from the property adjoining it on the east – the purchasers of the property. The sale is substantially comprised of a large, mostly steep hill – the northwest corner is gently undulating but may be prone to runoff. A relatively small parcel of BLM adjoins the sale on the north. Electric service would need to be extended north from the adjoining property to the sale. The site is essentially unbuildable, due to topographical constraints, and was purchased by the adjoining owners for assemblage with their residential tract.

Sale 3 is comprised of three contiguous lots that have heavy timber cover and are bifurcated by a drainage. It has no developed access – a road was extended to and past the site decades ago but is now overgrown with large trees and is unusable other than on foot. The buyer reported that it would require several owners joining together to clear the road and bring it to a drivable condition. There are no utilities to the sale, electrical service is over a mile from the property. It is located in a formal subdivision, for which there are platted, albeit undrivable, roads within and is zoned Low Density Residential by Routt County. The site was purchased for recreational use. It was formally listed for sale.

Sale 4 is located on the southern aspect of a timbered – pinion and juniper – hillside above what is known as Dry Lake. The sales site is surrounded by a 275-acre parcel, which is surrounded by BLM, that is owned by the Town of Gypsum and managed by a club as an ATV and motocross park. Access to the sale is from an unmaintained BLM road that extends north from Trail Gulch Road, which extends from the Gypsum interchange (140) on Interstate 70. At the Dry Lake parcel the access extends to the sale site in an apparent prescriptive easement. The sale is designated Open Space and Cemetery and may not be built on, camping on it is allowed. There are no utilities to or near the site and access is year-round dependent on snow depth and condition. The seller and purchaser are family friends and the

seller approached the buyer about buying the property. From there they came to a meeting of the minds on price with the caveat that the two graves, the seller's parents, on the property could never be exhumed. The purchaser is an avid motorcyclist.

Conclusion

All of the comparable sales have no or very limited development potential, similar to subject. Only Sale 1 has public usage, giving it the most credence in valuing the subject. The indication by Sale 1 is supported and bracketed by the other three sales.

Based on the analysis of the sales, the value of the subject, as of January 15, 2024, is concluded to be as follows:

12.85 acres = $25,000

EXPOSURE TIME

It is concluded that the subject site could have been sold within one year of being placed on the market at the concluded value.

PARCEL F

PARCEL F

Photographs of Subject Property

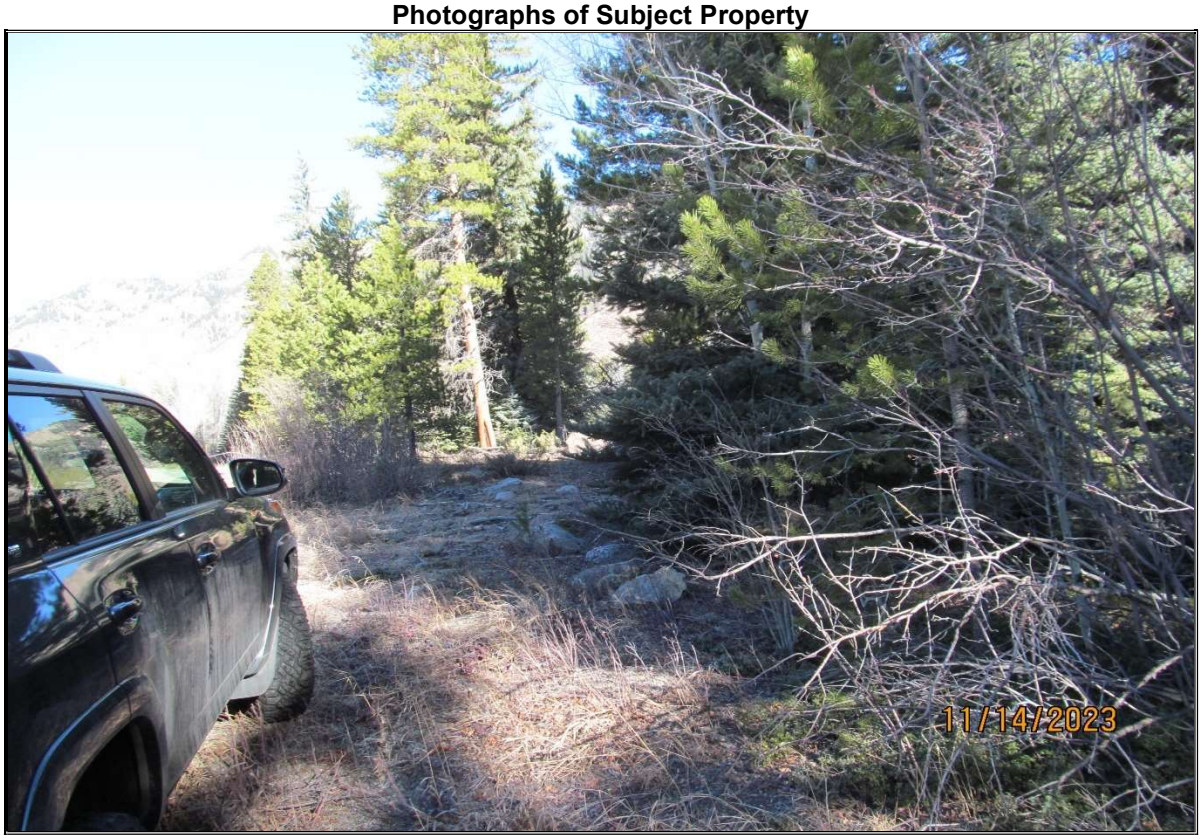


View southeast at the southern portion of subject (Photo Taken By: J.S. Lengel, MAI)



Looking northerly along the Eagle River as it crossed the subject site (Taken By: J.S. Lengel, MAI)

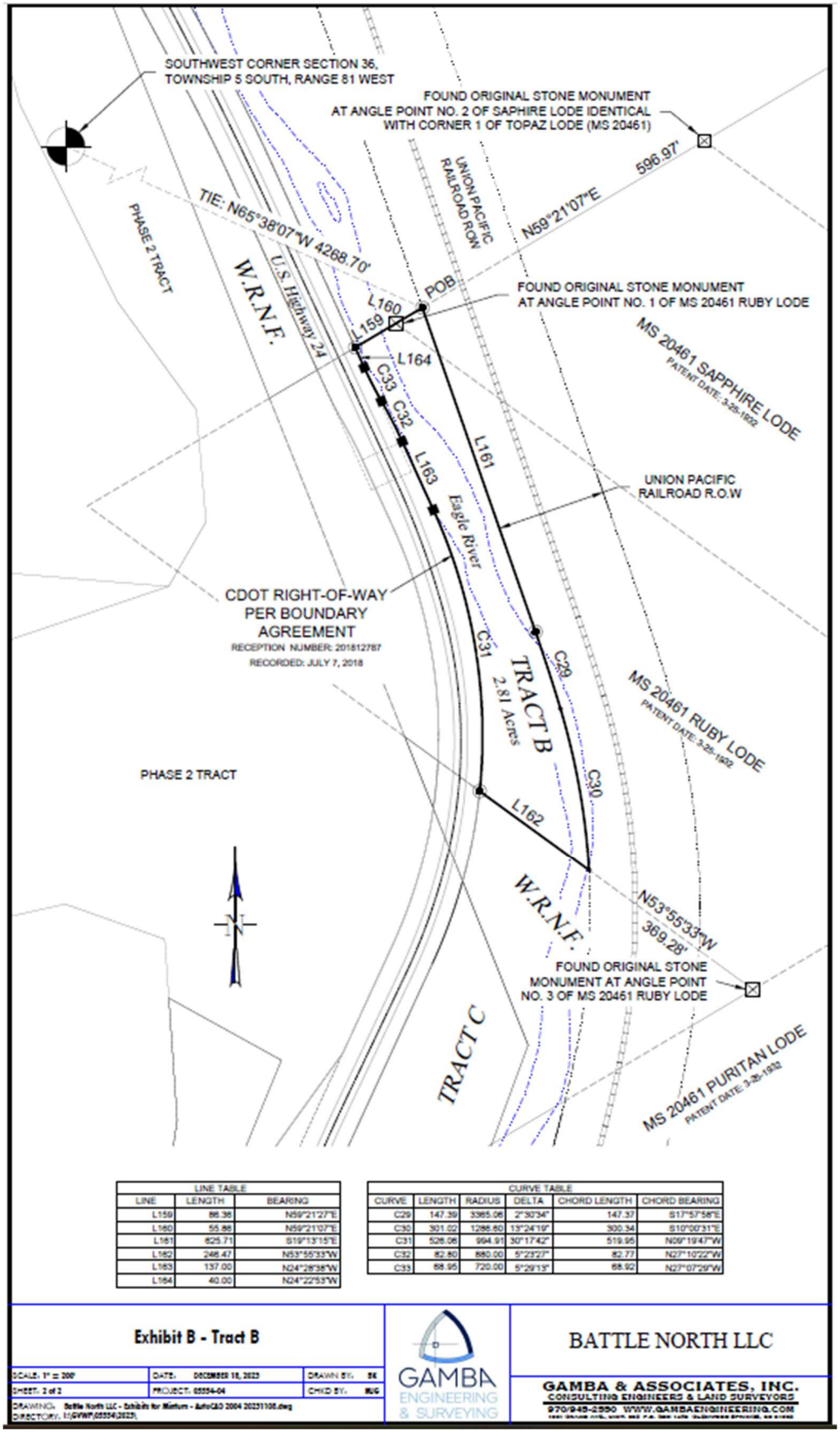
Photographs of Subject Property



Looking northerly across subject from Highway 24 (By: J.S. Lengel, MAI)



View southeasterly at the northern portion of the subject property from Highway 24 (By: J.S. Lengel, MAI)



LINE TABLE		
LINE	LENGTH	BEARING
L159	86.38	N59°21'27"E
L160	55.86	N59°21'07"E
L161	625.71	S19°13'15"E
L162	246.47	N53°55'33"W
L163	137.00	N24°28'35"W
L164	40.00	N24°22'53"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C29	147.39	3385.06	2°30'34"	147.37	S17°57'58"E
C30	301.02	1266.60	13°24'19"	300.34	S10°09'31"E
C31	526.06	994.91	30°17'42"	519.95	N09°19'47"W
C32	82.80	880.00	5°23'27"	82.77	N27°10'22"W
C33	88.95	720.00	5°29'13"	88.92	N27°07'29"W

Exhibit B - Tract B

SCALE: 1" = 200'	DATE: DECEMBER 18, 2023	DRAWN BY: BK
SHEET: 2 of 2	PROJECT: 65554-04	CHKD BY: MJG

DRAWING: Battle North LLC - Exhibits for Minturn - AutoCAD 2004 20231108.dwg
DIRECTORY: I:\GVWP\65554\2023\

GAMBA ENGINEERING & SURVEYING

BATTLE NORTH LLC

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CONSULTING ENGINEERS & LAND SURVEYORS
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DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be transferred to the Town of Minturn. This transfer involves no monetary consideration.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit J in the addenda to this report.

Site Description

- **Location:** The subject site is located adjacent on the east to U.S. Highway 24 and on the west to the idle Union Pacific rail line approximately one-quarter mile north of Tigiwon Road in Minturn, Colorado. The north and south lines of the site adjoin the White River National Forest and the Eagle River bisects the property lengthways.
- **Present Use:** Vacant land supporting native meadows and timber.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 2.81 acres. It is irregular, somewhat rectangular, in shape with the west line curving along Highway 24 and part of the east line curves along the railroad right of way.
- **Access:** Access to the subject is from U.S. Highway 24 and the Eagle River. Notably, there is not an access permit from the Colorado Department of Transportation to access subject from Highway 24.
- **Topography and Vegetation:** The site is essentially level, gently sloping river alluvium and floodway. The vegetation native grass, brush and timber.
- **Floodplain:** Eagle River.
- **Soils:** Varying. Most likely loams, silt loams and cobbly loams.
- **Easements and Encroachments:** The subject site will be, as noted in Paragraph 8 of the Hypothetical Conditions, servient to a blanket easement for utilities, etc. for the benefit of Battle Mountain. There are no known encroachments on or by the subject.
- **Utilities:** There are no utilities available to the subject site.
- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** An environmental assessment was not provided to the appraiser. The values reported herein are based on the assumption that the subject site is free and clear of environmental contamination.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition, the subject is zoned Holding District by the Town of Minturn. As noted at Paragraph 1 in the Hypothetical Conditions previously in this report, the conceptual usage of subject is "recreation". Industrial use is not allowed without consent of Battle Mountain. Presumable the zoning will stipulate setbacks from both Highway 24 and the Eagle River.

  Beyond zoning, subject is raw land with no development approvals/entitlements and the formal process through the Town for usage beyond open recreation and agricultural production must be undertaken and accomplished. It will take time and money to achieve approvals for entitlements, and any proposed plan will need to stand on its own merits. Ultimately, approval of uses on the subject property is from the Town Council after public input in the formal process.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible:

Subject is presumed to be restricted to public usage including access to the Eagle River.

Physically Possible:

The subject site is approximately 2.81 acres in size with the area outside of the river being gently sloping and usable land, but relatively narrow. Access is from Highway 24; however, not permitted by CDOT. There are no utilities available at the site and there will be setback requirements.

Thus, the current physical characteristics of the site limit the use of it to open recreation.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the legal and physically possible noted public uses of the subject are essentially moot as they are public with little to no financial reward with these allowances.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be open recreation.

VALUATION

Sales Comparison Approach

Table IV, following, summarizes the four transactions that were presented and analyzed previously in this report in the valuation of subject Parcel E. They are reiterated here for the reader's reference.

Table IV
Comparable Land Sales
J.S. Lengel and Associates, Inc. 1/24

SALE NO.	GRANTOR/ GRANTEE	SALE DATE RECORDING	SALES PRICE	SITE SIZE ACRES
1	Battlement Mesa Land Investments, LLC/ Parachute Battlement Mesa Parks and Recreation District	10/13/20 943683	$25,000	6.710
2	Crone/Hurtado	02/23/21 951254	$12,000	6.239
3	Double Y Properties, LLC/Cloud	09/02/21 829118	$24,000	3.560
4	Pirnie/Butler Maps, LLC	09/27/21 202122585	$30,000	5.000

As was done in the valuation of other subject parcels previously, the sales are compared and adjusted to the subject for any differences in property rights, financing, conditions of sale, market conditions (date), location, access, size, topography, river frontage, water rights, entitlements, improvements, and availability of utilities.

The sales are compared to the subject and possibly adjusted for the numerous elements noted above and discussed in greater detail in the valuation of Parcel A of this report.

Conclusion

All of the comparable sales have no or very limited development potential, similar to subject. Only Sale 3 and 4 were purchased for recreation and only Sale 1 has public usage, giving the three of them the most weight in valuing the subject.

Based on the analysis of the sales, the value of the subject, as of January 15, 2024, is concluded to be as follows:

4.81 acres = $30,000

EXPOSURE TIME

It is concluded that the subject site could have been sold within one year of being placed on the market at the concluded value.

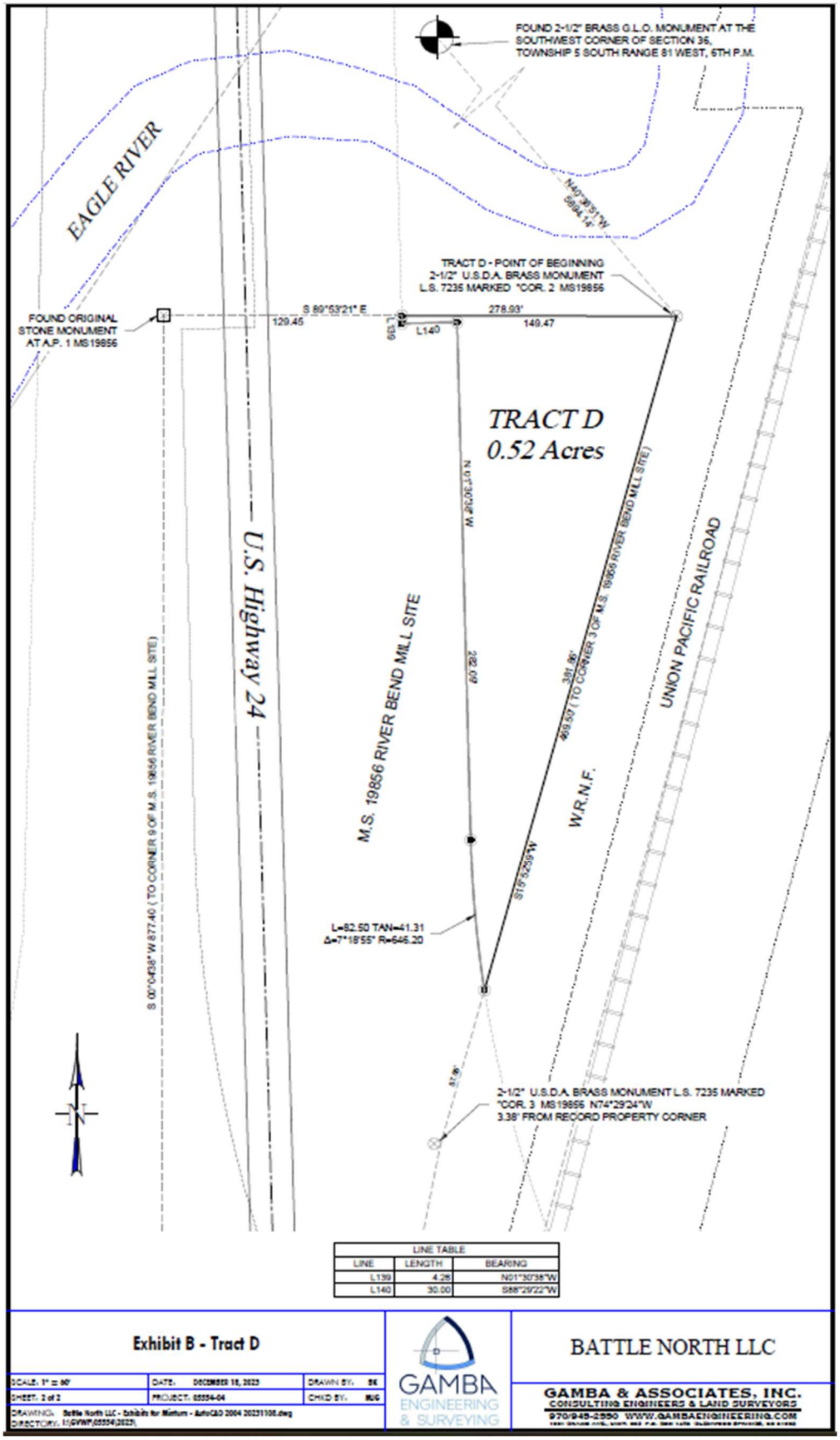
PARCEL G

PARCEL G

Photographs of Subject Property



View southeast at subject from Highway 24 (Photo Taken By: J.S. Lengel, MAI)



LINE TABLE		
LINE	LENGTH	BEARING
L139	4.26	N01°30'38"W
L140	30.00	S88°29'22"W

Exhibit B - Tract D

SCALE: 1" = 60'	DATE: DECEMBER 18, 2023	DRAWN BY: BK
SHEET: 2 of 2	PROJECT: 05554-04	CHKD BY: MJG

DRAWING: Battle North LLC - Exhibits for Minturn - AutoCAD 2004 20231108.dwg
DIRECTORY: I:\GVWP\05554\2023\

GAMBA ENGINEERING & SURVEYING

BATTLE NORTH LLC

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DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be transferred to the Town of Minturn. This transfer involves no monetary consideration.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit K in the addenda to this report.

Site Description

- **Location:** The subject site is located adjacent to the right of way of, but short distance east of, U.S. Highway 24, adjacent on the west to the idle Union Pacific rail line approximately 500 lineal feet south of Tigiwon Road in Minturn, Colorado. The north line of the site appears to adjoin the White River National Forest, an area bisected by the Eagle River.
- **Present Use:** Vacant land supporting native meadows and timber.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 0.52 acres. It is triangular in shape.
- **Access:** Access to the subject is from U.S. Highway 24. Notably, there is not an access permit from the Colorado Department of Transportation to access subject from Highway 24.
- **Topography and Vegetation:** The site is essentially level, gently sloping river alluvium. The vegetation native grass, brush and timber.
- **Floodplain:** Eagle River.
- **Soils:** Varying. Most likely loams, silt loams and cobbly loams.
- **Easements and Encroachments:** The subject site will be, as noted in Paragraph 8 of the Hypothetical Conditions, servient to a blanket easement for utilities, etc. for the benefit of Battle Mountain. There are no known encroachments on or by the subject.
- **Utilities:** There are no utilities available to the subject site.
- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** An environmental assessment was not provided to the appraiser. The values reported herein are based on the assumption that the subject site is free and clear of environmental contamination.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition, the subject is zoned Holding District by the Town of Minturn. As noted at Paragraph 1 in the Hypothetical Conditions previously in this report, the conceptual usage of subject is "recreation". Industrial use is not allowed without consent of Battle Mountain. Presumable the zoning will stipulate setbacks from both Highway 24 and the railroad ownership.

  Beyond zoning, subject is raw land with no development approvals/entitlements and the formal process through the Town for usage beyond open recreation and agricultural production must be undertaken and accomplished. It will take time and money to achieve approvals for entitlements, and any proposed plan will need to stand on its own merits. Ultimately, approval of uses on the subject property is from the Town Council after public input in the formal process.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible:

Subject is presumed to be restricted to public usage including access to the Eagle River on the National Forest.

Physically Possible:

The subject site is approximately 0.52 acres in size with gently sloping and usable topography, but relatively narrow. Access is from Highway 24; however, not permitted by CDOT. There are no utilities available at the site.

Thus, the current physical characteristics of the site limit the use of it to open recreation.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the legal and physically possible noted public uses of the subject are essentially moot as they are public with little to no financial reward with these allowances.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be open recreation.

VALUATION

Sales Comparison Approach

Properties with the same highest and best use as subject are rare and sales of those properties are even rarer. Therefore, the investigation involving the sale, contract and listing activity of vacant, sites with a highest and best use of open space covered a broad geographic region that included the counties of Garfield, Eagle, Routt, Gunnison and Moffat

with a concentration on the subject region. The results are summarized on the following tabulation. The page following the tabulation is a map depicting the location of the sales in relation to the site being appraised – a larger scale map may be found at Exhibit L in the Addenda to this report.

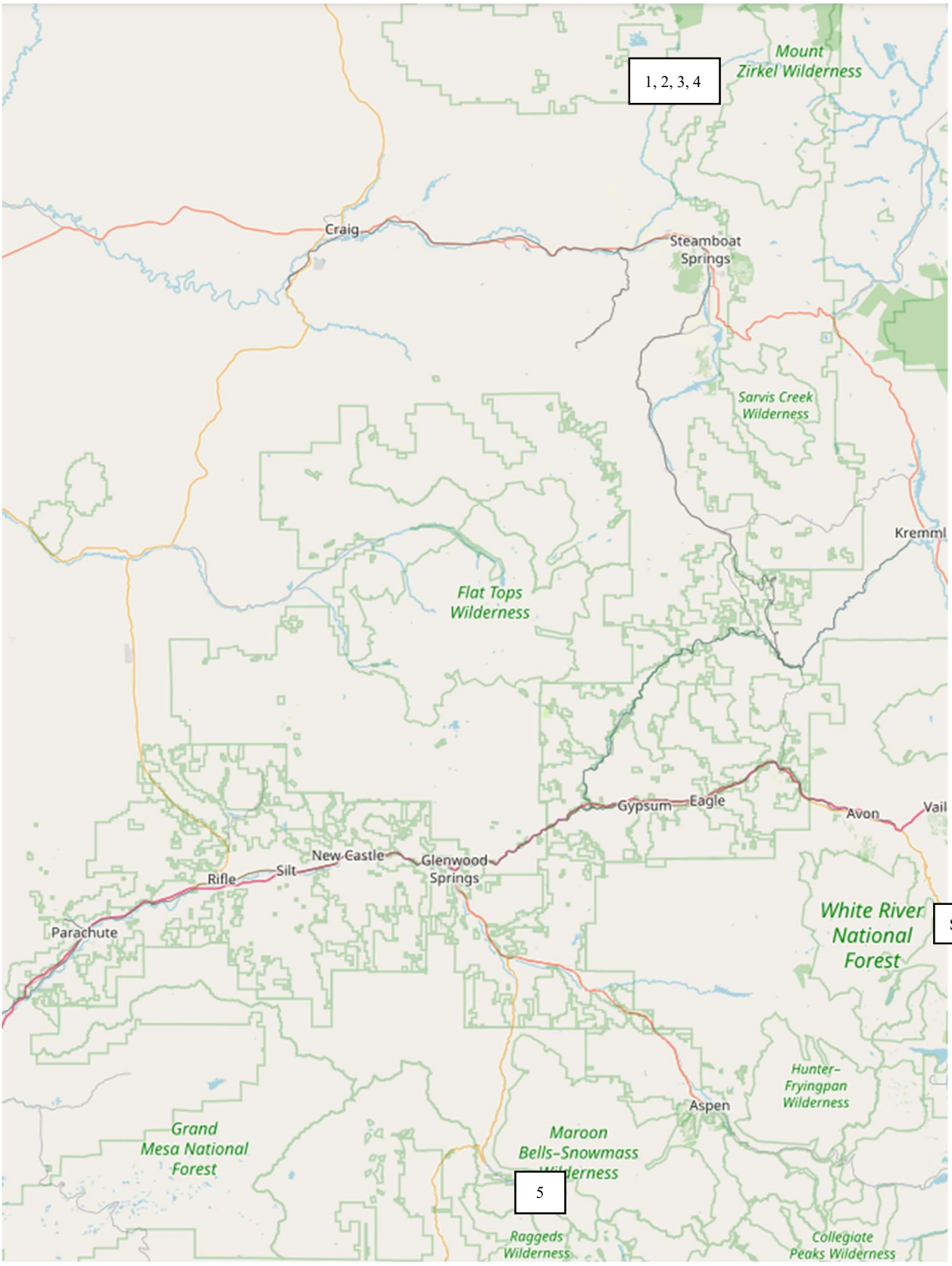
Table V
Comparable Land Sales
J.S. Lengel and Associates, Inc. 1/24

SALE NO.	GRANTOR/ GRANTEE	SALE DATE RECORDING	SALES PRICE	SITE SIZE ACRES
1	Burton/Andrew	07/10/19 801022	$6,000	0.99
2	Perdue/Andrew	03/13/20 808101	$6,000	0.73
3	Welc/Andrew	05/04/20 809292	$6,500	1.20
4	Young/Andrew	05/04/20 809293	$5,000	0.78
5	Baker/SGA Revocable Trust	06/10/22 685099	$8,000	0.28

As was done in the valuation of other subject parcels previously, the sales are compared and adjusted to the subject for any differences in property rights, financing, conditions of sale, market conditions (date), location, access, size, topography, river frontage, water rights, entitlements, improvements, and availability of utilities.

The sales are compared to the subject and possibly adjusted for the numerous elements noted above and discussed in greater detail in the valuation of Parcel A of this report.

Sale 1, 2, 3 and 4 are located in the Steamboat Lake area north of Steamboat Springs, Colorado. The sales comprise four contiguous lots purchased for assemblage by an adjoining owner. The lots have heavy timber cover and are along a hillside. There is no developed access to the lots – a road was extended to and past the sites decades ago but is now overgrown with large trees and is unusable other than on foot. It is reported that it would require several owners joining together to clear the road and bring it to a drivable condition. There are no utilities to the sales, electrical service is over a mile from the properties. They are located in a formal subdivision, for which there are platted, albeit undrivable, roads within and they are zoned Low Density Residential by Routt County. The sites were purchased for recreational use.


1, 2, 3, 4
Mount Zirkel Wilderness
Craig
Steamboat Springs
Sarvis Creek Wilderness
Kremmling
Flat Tops Wilderness
Gypsum
Eagle
Avon
Vail
New Castle
Glenwood Springs
Rifle
Silt
Parachute
White River National Forest
Subject
Hunter-Fryingpan Wilderness
Aspen
Grand Mesa National Forest
Maroon Bells-Snowmass Wilderness
5
Raggeds Wilderness
Collegiate Peaks Wilderness

Sale 5 is located in the village of Marble in Gunnison County, Colorado and is part of a formal subdivision. The sale constitutes a single lot that is bisected by an intermittent creek. It has no utilities and is reported to be too small for a septic system. Physical access to the lot is uncertain and seasonal. Camping on the lot is restricted by Gunnison County to no more than 14 consecutive days. It was listed for $20,000

Conclusion

All of the comparable sales have no or very limited development potential, similar to subject. All were purchased for recreation and none has public usage or river access.

Based on the analysis of the sales, the value of the subject, as of January 15, 2024, is concluded to be as follows:

0.52 acre = $8,000

EXPOSURE TIME

It is concluded that the subject site could have been sold within one year of being placed on the market at the concluded value.

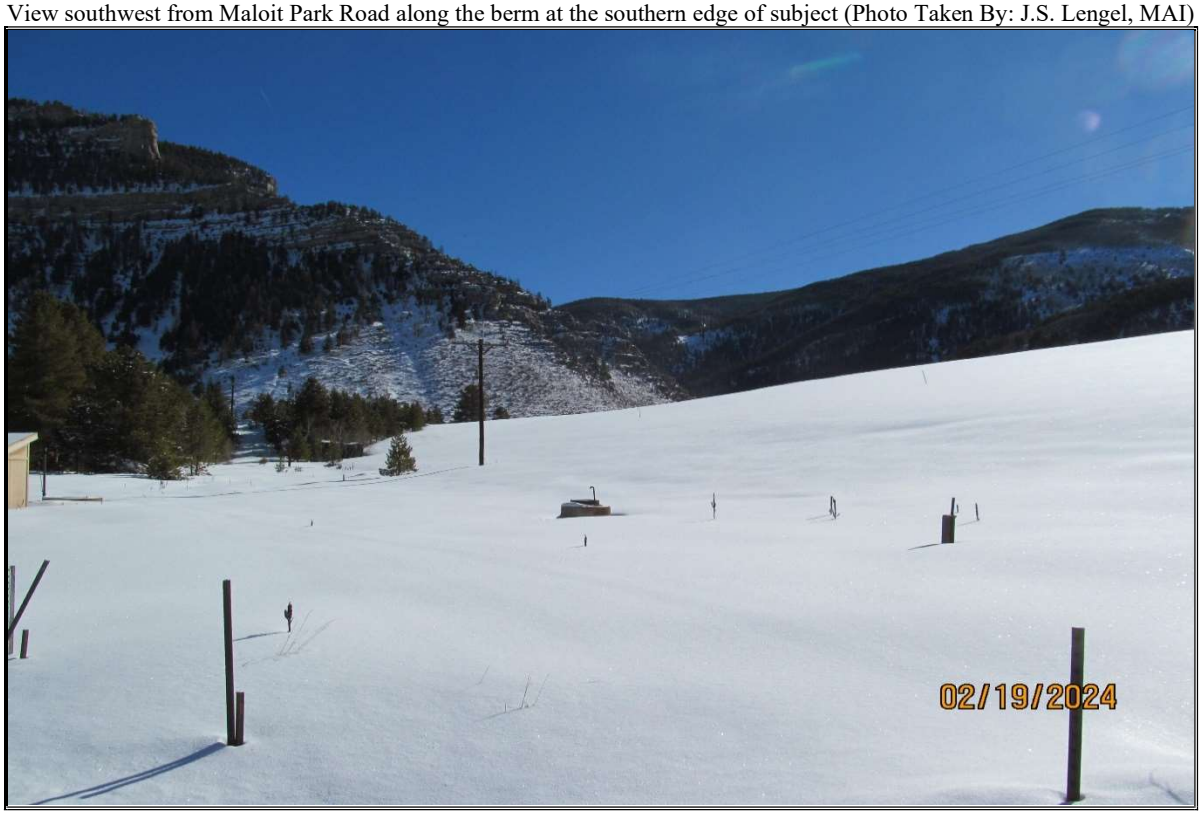
PARCEL H

PARCEL H

Photographs of Subject Property



View southwest from Maloit Park Road along the berm at the southern edge of subject (Photo Taken By: J.S. Lengel, MAI)



Looking easterly across the northern-most portion of subject from near the same location as the prior photo (By: J.S. Lengel, MAI)

Photographs of Subject Property

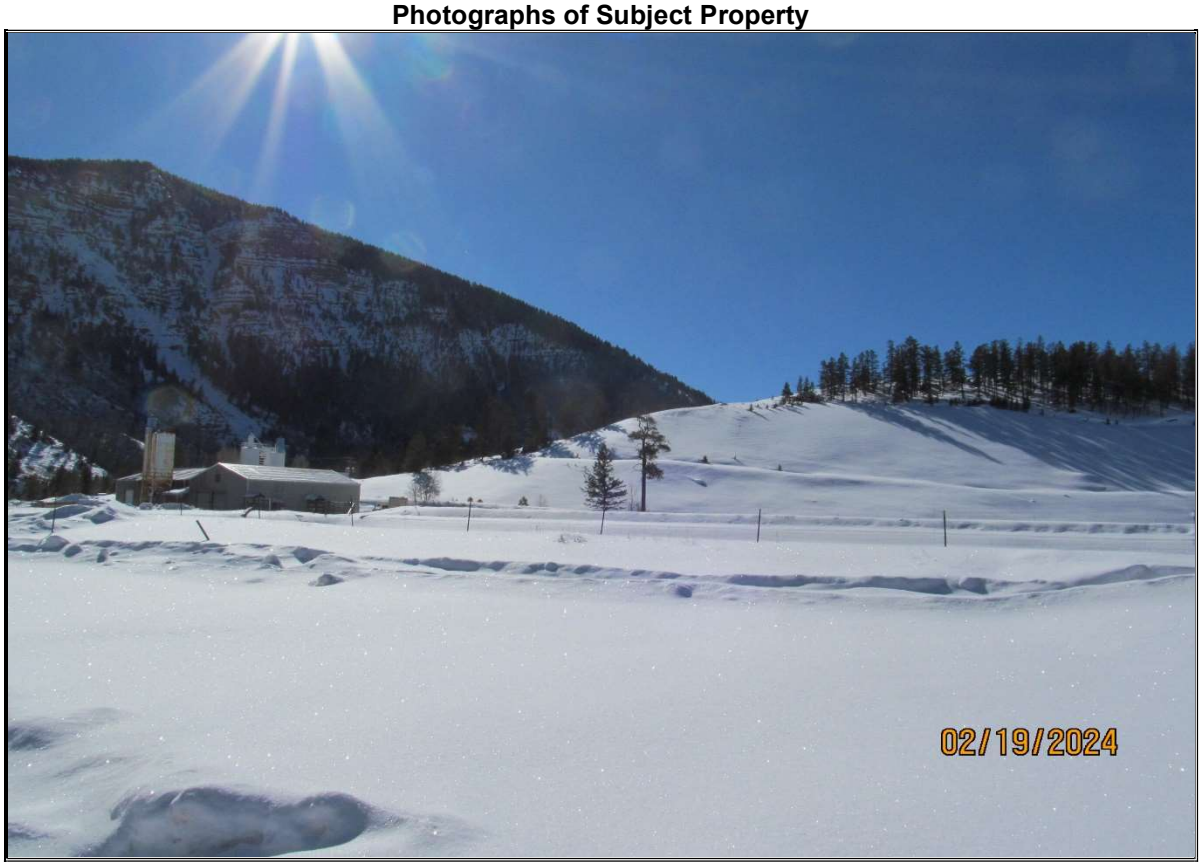


Looking southeast across the southeast portion of subject from the water treatment plant (By: J.S. Lengel, MAI)



View southerly at the water treatment plant on the subject property (By: J.S. Lengel, MAI)

Photographs of Subject Property



View south at the southeast portion of subject (By: J.S. Lengel, MAI)



Looking northerly across subject from the same location as the prior photo (By: J.S. Lengel, MAI)

Photographs of Subject Property

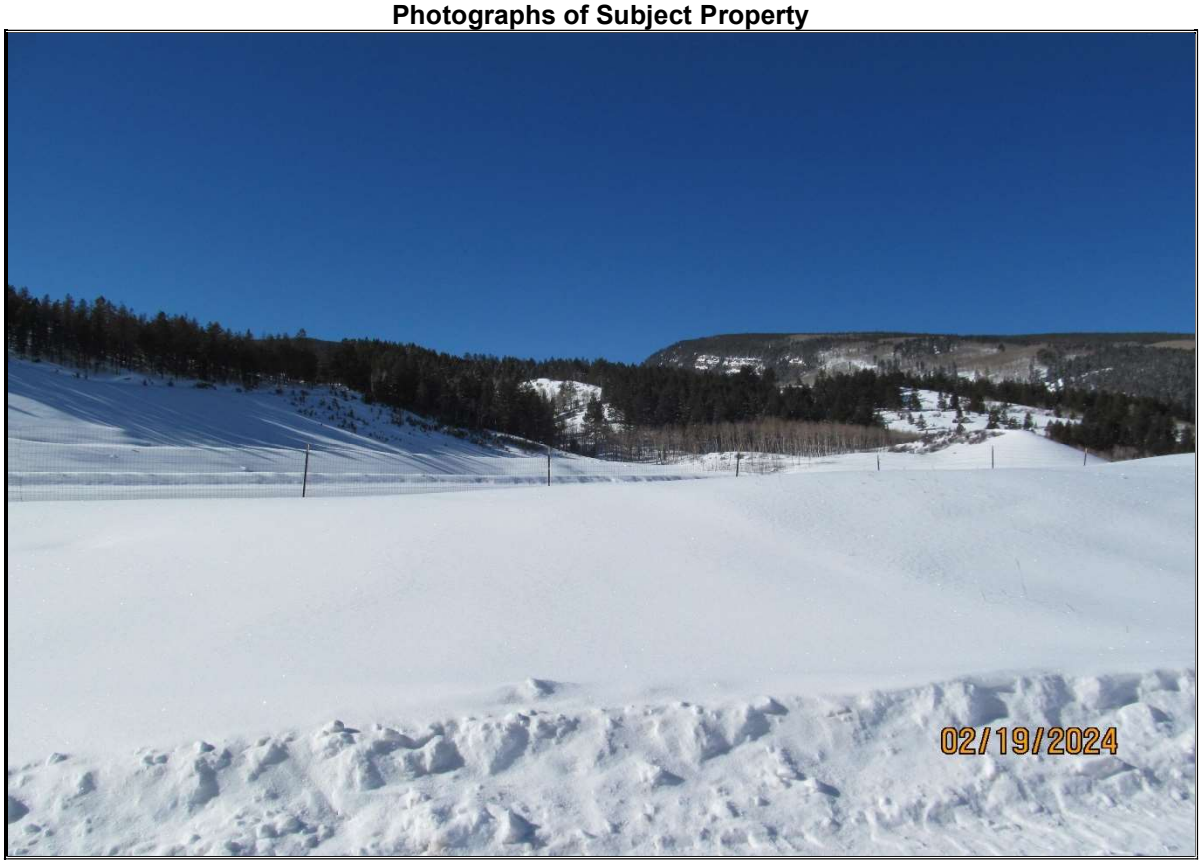


View northwesterly at the subject property from the same location as the prior two photos (By: J.S. Lengel, MAI)



View northwest at the northwest portion of subject from the same location as the prior three photos (By: J.S. Lengel, MAI)

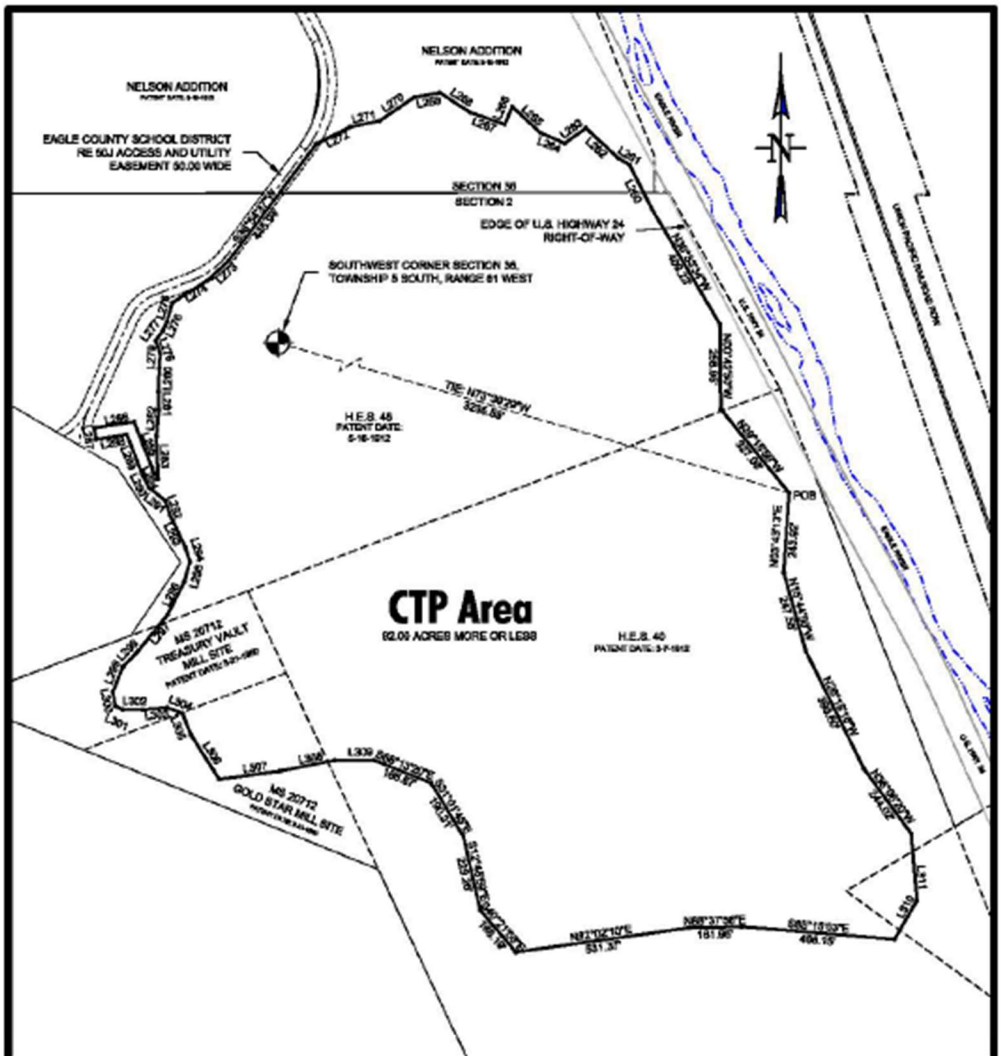
Photographs of Subject Property



View west at the southern portion of the subject property from the same location as the prior four photos (By: J.S. Lengel, MAI)



Looking southwesterly across the southern portion of subject from the same location as the prior five photos (By: J.S. Lengel, MAI)



LINE TABLE		
LINE	LENGTH	BEARING
L260	147.73	N26°49'10"W
L261	40.70	N58°34'50"W
L262	134.28	N47°11'00"W
L263	79.36	S64°39'37"W
L264	79.33	N67°01'14"W
L265	117.82	N47°06'21"W
L266	58.46	S23°25'17"W
L267	110.93	N71°01'44"W
L268	110.79	N57°02'09"W
L269	78.87	S79°14'20"W
L270	127.05	S55°50'15"W
L271	90.26	S78°41'42"W
L272	115.10	S63°36'10"W
L273	68.02	S47°00'01"W
L274	126.17	S57°49'57"W
L275	80.07	S15°35'00"W
L276	31.79	S24°02'36"W
L277	36.87	S37°00'28"W
L278	41.10	S20°41'33"E
L279	44.45	S04°03'06"W
L280	71.89	S01°32'56"W
L281	55.83	S00°37'46"E
L282	80.54	S05°34'47"W
L283	130.60	S02°21'27"E
L284	34.72	N26°40'21"W
L285	154.62	N21°25'58"W

LINE TABLE		
LINE	LENGTH	BEARING
L286	123.06	S80°52'16"W
L287	34.84	S00°07'44"E
L288	94.99	N80°52'16"E
L289	127.96	S21°25'56"E
L290	46.85	S25°19'05"E
L291	63.53	S52°04'31"E
L292	48.06	S18°21'27"E
L293	111.42	S26°26'06"E
L294	44.34	S18°54'21"E
L295	64.10	S15°33'23"W
L296	110.58	S26°52'55"W
L297	139.75	S39°05'06"W
L298	69.90	S43°46'03"W
L299	62.68	S21°51'31"W
L300	43.34	S09°27'39"E
L301	24.61	S86°48'59"E
L302	62.22	S88°24'13"E
L303	74.16	N84°56'21"E
L304	48.38	S89°05'25"E
L305	70.25	S21°22'07"E
L306	160.87	S32°32'19"E
L307	184.74	N82°17'05"E
L308	171.94	N78°54'42"E
L309	120.23	N89°54'49"E
L310	136.51	N30°04'17"E
L311	204.43	N04°54'41"W

Exhibit B - CTP AREA
CONSOLIDATED TAILINGS PILE

SCALE: 1" = 400'	DATE: FEBRUARY 14, 2018	DRAWN BY: BK
SHEET: 2 of 2	PROJECT: 06554-06	CHKD BY: [illegible]

DRAWING: North Property Quiet Title Boundary 20180118.dwg
DIRECTORY: [illegible]

GAMBA ASSOCIATES

BATTLE MOUNTAIN

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM

DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be leased to the Town of Minturn for a term of 50 years and at a lease rate of $1.00 per year. As a public entity there should be no holding expenses, i.e. taxes, insurance, for either the lessor or the lessee.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West and part of Section 36, Township 5 South, Range 81 West, of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit M in the addenda to this report.

Site Description

- **Location:** The subject site is located north of Bolts Lake, west of and near U.S. Highway 24, and a portion of the south boundary is adjacent to Maloit Park Road in Minturn, Colorado.
- **Present Use:** Vacant land supporting tame grass meadows.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 92.00 acres. It is irregular, somewhat circular, in shape with the north line extending along Maloit Park Road.
- **Access:** Legal access to the subject is from Maloit Park Road on the north and a private drive that extends north form Tigiwon Road to the southeast portion of the site and the water treatment plant and settling ponds.
- **Topography and Vegetation:** The site is essentially leveled land, estimated to have 50 acres of usable area, surrounded on three sides by a placed earth, relatively large berm and on the fourth side by the toe of a ridge that has been cut and sloped. The majority of the site, inside the bermed area, has a gentle slope to the northeast. The southeast portion has moderately sloping and undulating topography. Located in the southeast portion of the site is the aforementioned water treatment plant and settling ponds that are presumed to no affect the use of the site. The vegetation of the leveled and cut areas is tame grass pasture. The untouched areas have native grass and trees – spruce and aspen.
- **Floodplain:** None.
- **Soils:** Varying. Most likely loams, silt loams and cobbly loams.

- **Easements and Encroachments:** There are no known easements on or encroachments on or by the subject. As noted in Paragraph 10 of the Hypothetical Conditions, presented previously in this report, the subject property will be leased subject to the continued use of the wastewater treatment plant and disposal of "sludge cakes" on the site. It is presumed that this situation will not interfere with the allowed usage of the parcel.

- **Utilities:** Potable water, sanitary sewer, electrical service, natural gas, and telephone and internet service are available in Maloit Park Road.

- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** An environmental assessment was not provided to the appraiser. Subject is part of the Eagle Mine Superfund Site as established by the Environmental Protection Agency. The reader is referred to Paragraphs 6 and 7 of the Hypothetical Conditions in this report. The values reported herein are based on the assumption that the subject site is free and clear of environmental contamination; however, usage is restricted to the surface of the site only.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition the subject is zoned Bolts Open Space/Recreation District by the Town of Minturn. As noted at Paragraph 2 in the Hypothetical Conditions previously in this report, the conceptual usage of subject is recreation, utility, access, etc., and it is further restricted to not developable.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible:

Subject is hypothetically restricted to public usage including surface recreation and utility – solar array farm.

Physically Possible:

The subject site is approximately 92.00 acres in size, with a high percentage of gently sloping land estimated at 50 acres usable. The periphery of the site is a relatively large earthen berm. Access is from a drive extending from Tigiwon Road to the subject southeast portion, and from Maloit Park Road on the north. Potable water, sanitary sewer service, natural gas, electricity and telephone service are available at the north end of the site.

Thus, the current physical characteristics of the site are conducive to use of the site providing public use.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the legal and physically possible noted public uses of the subject are essentially moot as they are public with little to no financial reward with these allowances.

The other hypothetical use is as a solar array farm. There is nationwide demand for solar arrays, and, as illustrated later in this report, there is market data that illustrates a relatively large income potential for this use. Notably, public usage, such as Nordic skiing and multi-modal trails, may coexist with a solar array.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be mixed public use and solar array.

VALUATION

Discounted Cash Flow Analysis

In this instance the value of the leasehold estate is the net present value of the income stream to the Town as tenant and landlord in a sublease/sandwich position based on the provisions in the ground lease. Note: the lease rate to the Town is $1.00 per year for 50 years, which is considered to be essentially a net-zero lease rate.

The major considerations in this method of estimating value are summarized as follows.

1. Estimated base market rent and contractual adjustments to the base rent.
2. Renewal options and rent escalation provisions
3. Operating expenses
4. Inflation or deflation of costs over the holding period.
5. Discount rate.

Market Rent

The appropriate lease rate for a solar array farm depends on a number of variables, including: proximity to a sub-station, total acreage of the farm and demand. Due to the predictable and consistent production of energy from a solar farm, the lease rates are typically on a set per-acre basis, rather than a royalty structure. As noted, lease rates are also impacted by demand in a market. Anecdotally, the demand for solar in the subject area is illustrated by Holy Cross Energy's and Xcel Energy's publicized efforts to provide 100 percent sustainable electricity in the near future, which solar is. This is being incentivized by Federal government programs and credits. It is assumed, as previously noted, that the proper infrastructure for a solar farm on subject is in place, proximal to or could be economically developed and near enough to a substation with capacity.

According to Strategic Solar Group, "A 10-acre site next to a substation outside of an urban area with high land prices might be justified in asking $2,000 per acre. Even in rural areas of North Carolina or California where demand for small solar sites is high, rent over $1,000/acre would be common by a substation with capacity. Larger tracts over 100 acres for major power plant projects commonly rent at $300 to $500 an acre across Texas and normally

around the $500/acre range across most of the Southeast. Large tracts can fetch upwards of $800/acre in Illinois, Virginia and the Carolinas depending on numerous factors. High priced, large tracts in California's Central Valley often go for $1,000 per acre."

In 2020 a lease was negotiated on a 677-acre property located in the Interstate 70 corridor in western Colorado. The property is proximal to a high-tension electric transmission line capable of accepting solar electricity. The lease is long-term and at a rate of $800 per acre per year. This lease rate escalates 2.0 percent annually for the term of the lease.

Based on the information and data provided, it is opined that the usable 50 acres of the subject could be leased for a 50-year term at a starting rate of $800 per acre. This rate will be escalated 2.0 percent annually for the term of the lease.

Operating Expenses

The annual landlord expenses that are not reimbursed by the tenant are estimated to be $1,000 and are for accounting, clerical and legal.

Discount Rate

A reasonable rate for capital to be anticipated over the holding period is difficult to forecast. A discount rate is based on numerous factors. An appropriate discount rate reflects competitive rates of return on similar comparable length (30 years) investments. Articles in 1989 in The Appraisal Journal indicate, and prove through market analysis of leased properties, that the discount rate for land leases is closely associated with yields on 30-year treasury bonds and long-term corporate bonds.

Several factors need to be considered when comparing discount rates on real estate to Treasury and corporate bond yields. These factors include liquidity of the investment, the backer of the investment (i.e. the Federal Government, a large international corporation, or a private individual), inflation protection, and the ability to subordinate the lease to a loan. In the case of the subject the investment is fairly illiquid and the lessee is a large, multi-national corporation; however, inflation is considered and most likely accounted for in the royalty escalations and the subordinate lending is possible.

Economic indicators published in Valuation Insights and Perspective, Winter 2023/Spring 2024, are as follows: U.S. 10 Year Bonds: October 2023 – 4.88 percent, October 2022 – 4.1 percent; U.S. 30 Year Bonds: October 2023 – 5.04 percent, October 2022 – 4.26 percent (After the highest inflation in 40 years); the indicators the Second

Quarter 2013, are as follows: U.S. 10 Year Bonds: March 2013 – 1.96 percent, March 2010 – 3.73 percent; U.S. 30 Year Bonds: March 2013 – 3.16 percent, March 2010 – 4.64 percent (After the low to no inflation and the Great Recession).

By comparison and considering all of the foregoing, the appropriate discount rate is concluded to be 10 percent.

Summary of Discounted Cash Flow Analysis

This analysis is considered indicative of what an investor would anticipate and is considered helpful in the valuation analysis of the subject. The above assumptions and criteria have been applied to complete the analysis which is presented on the following page. The result, and market value of the Town's leasehold interest is: $523,955, rounded to $525,000.

Year Ending February 19	Year	Annual Income ($)	Annual Expenses ($)	Annual Net Income ($)	PV Factor	PV ($)	Cumulative PV ($)	Cumulative % of PV
2024	1	$ 40,000	$ 1,000	$ 39,000	1.000000	$ 39,000	$ 39,000	0.19%
2025	2	$ 40,800	$ 1,020	$ 39,780	0.909091	$ 36,164	$ 75,164	0.37%
2026	3	$ 41,616	$ 1,040	$ 40,576	0.826446	$ 33,534	$ 108,697	0.54%
2027	4	$ 42,448	$ 1,061	$ 41,387	0.751315	$ 31,095	$ 139,792	0.69%
2028	5	$ 43,297	$ 1,082	$ 42,215	0.683013	$ 28,833	$ 168,625	0.84%
2029	6	$ 44,163	$ 1,104	$ 43,059	0.620921	$ 26,736	$ 195,362	0.97%
2030	7	$ 45,046	$ 1,126	$ 43,920	0.564474	$ 24,792	$ 220,153	1.09%
2031	8	$ 45,947	$ 1,149	$ 44,799	0.513158	$ 22,989	$ 243,142	1.21%
2032	9	$ 46,866	$ 1,172	$ 45,695	0.466507	$ 21,317	$ 264,459	1.31%
2033	10	$ 47,804	$ 1,195	$ 46,609	0.424098	$ 19,767	$ 284,226	1.41%
2034	11	$ 48,760	$ 1,219	$ 47,541	0.385543	$ 18,329	$ 302,555	1.50%
2035	12	$ 49,735	$ 1,243	$ 48,492	0.350494	$ 16,996	$ 319,551	1.59%
2036	13	$ 50,730	$ 1,268	$ 49,461	0.318631	$ 15,760	$ 335,311	1.67%
2037	14	$ 51,744	$ 1,294	$ 50,451	0.289664	$ 14,614	$ 349,925	1.74%
2038	15	$ 52,779	$ 1,319	$ 51,460	0.263331	$ 13,551	$ 363,476	1.81%
2039	16	$ 53,835	$ 1,346	$ 52,489	0.239392	$ 12,565	$ 376,041	1.87%
2040	17	$ 54,911	$ 1,373	$ 53,539	0.217629	$ 11,652	$ 387,693	1.93%
2041	18	$ 56,010	$ 1,400	$ 54,609	0.197845	$ 10,804	$ 398,497	1.98%
2042	19	$ 57,130	$ 1,428	$ 55,702	0.179859	$ 10,018	$ 408,515	2.03%
2043	20	$ 58,272	$ 1,457	$ 56,816	0.163508	$ 9,290	$ 417,805	2.08%
2044	21	$ 59,438	$ 1,486	$ 57,952	0.148644	$ 8,614	$ 426,419	2.12%
2045	22	$ 60,627	$ 1,516	$ 59,111	0.135131	$ 7,988	$ 434,407	2.16%
2046	23	$ 61,839	$ 1,546	$ 60,293	0.122846	$ 7,407	$ 441,814	2.19%
2047	24	$ 63,076	$ 1,577	$ 61,499	0.111678	$ 6,868	$ 448,682	2.23%
2048	25	$ 64,337	$ 1,608	$ 62,729	0.101526	$ 6,369	$ 455,050	2.26%
2049	26	$ 65,624	$ 1,641	$ 63,984	0.092296	$ 5,905	$ 460,956	2.29%
2050	27	$ 66,937	$ 1,673	$ 65,263	0.083905	$ 5,476	$ 466,432	2.32%
2051	28	$ 68,275	$ 1,707	$ 66,569	0.076278	$ 5,078	$ 471,509	2.34%
2052	29	$ 69,641	$ 1,741	$ 67,900	0.069343	$ 4,708	$ 476,218	2.37%
2053	30	$ 71,034	$ 1,776	$ 69,258	0.063039	$ 4,366	$ 480,584	2.39%
2054	31	$ 72,454	$ 1,811	$ 70,643	0.057309	$ 4,048	$ 484,632	2.41%
2055	32	$ 73,904	$ 1,848	$ 72,056	0.052099	$ 3,754	$ 488,386	2.43%
2056	33	$ 75,382	$ 1,885	$ 73,497	0.047362	$ 3,481	$ 491,867	2.44%
2057	34	$ 76,889	$ 1,922	$ 74,967	0.043057	$ 3,228	$ 495,095	2.46%
2058	35	$ 78,427	$ 1,961	$ 76,466	0.039143	$ 2,993	$ 498,088	2.47%
2059	36	$ 79,996	$ 2,000	$ 77,996	0.035584	$ 2,775	$ 500,864	2.49%
2060	37	$ 81,595	$ 2,040	$ 79,556	0.032349	$ 2,574	$ 503,437	2.50%
2061	38	$ 83,227	$ 2,081	$ 81,147	0.029408	$ 2,386	$ 505,824	2.51%
2062	39	$ 84,892	$ 2,122	$ 82,770	0.026735	$ 2,213	$ 508,036	2.52%
2063	40	$ 86,590	$ 2,165	$ 84,425	0.024304	$ 2,052	$ 510,088	2.53%
2064	41	$ 88,322	$ 2,208	$ 86,114	0.022095	$ 1,903	$ 511,991	2.54%
2065	42	$ 90,088	$ 2,252	$ 87,836	0.020086	$ 1,764	$ 513,755	2.55%
2066	43	$ 91,890	$ 2,297	$ 89,593	0.018260	$ 1,636	$ 515,391	2.56%
2067	44	$ 93,728	$ 2,343	$ 91,384	0.016600	$ 1,517	$ 516,908	2.57%
2068	45	$ 95,602	$ 2,390	$ 93,212	0.015091	$ 1,407	$ 518,315	2.57%
2069	46	$ 97,514	$ 2,438	$ 95,076	0.013719	$ 1,304	$ 519,619	2.58%
2070	47	$ 99,464	$ 2,487	$ 96,978	0.012472	$ 1,210	$ 520,829	2.59%
2071	48	$ 101,454	$ 2,536	$ 98,917	0.011338	$ 1,122	$ 521,950	2.59%
2072	49	$ 103,483	$ 2,587	$ 100,896	0.010307	$ 1,040	$ 522,990	2.60%
2073	50	$ 105,552	$ 2,639	$ 102,914	0.009370	$ 964	$ 523,955	2.60%
Net Present Value of the subject site							$ 523,955	100.00%

PARCEL I

PARCEL I

Photographs of Subject Property



View northerly across the subject from near the south line of the site (Photo Taken By: J.S. Lengel, MAI)



Looking westerly across subject from near the northeast corner of the site (Taken By: J.S. Lengel, MAI)

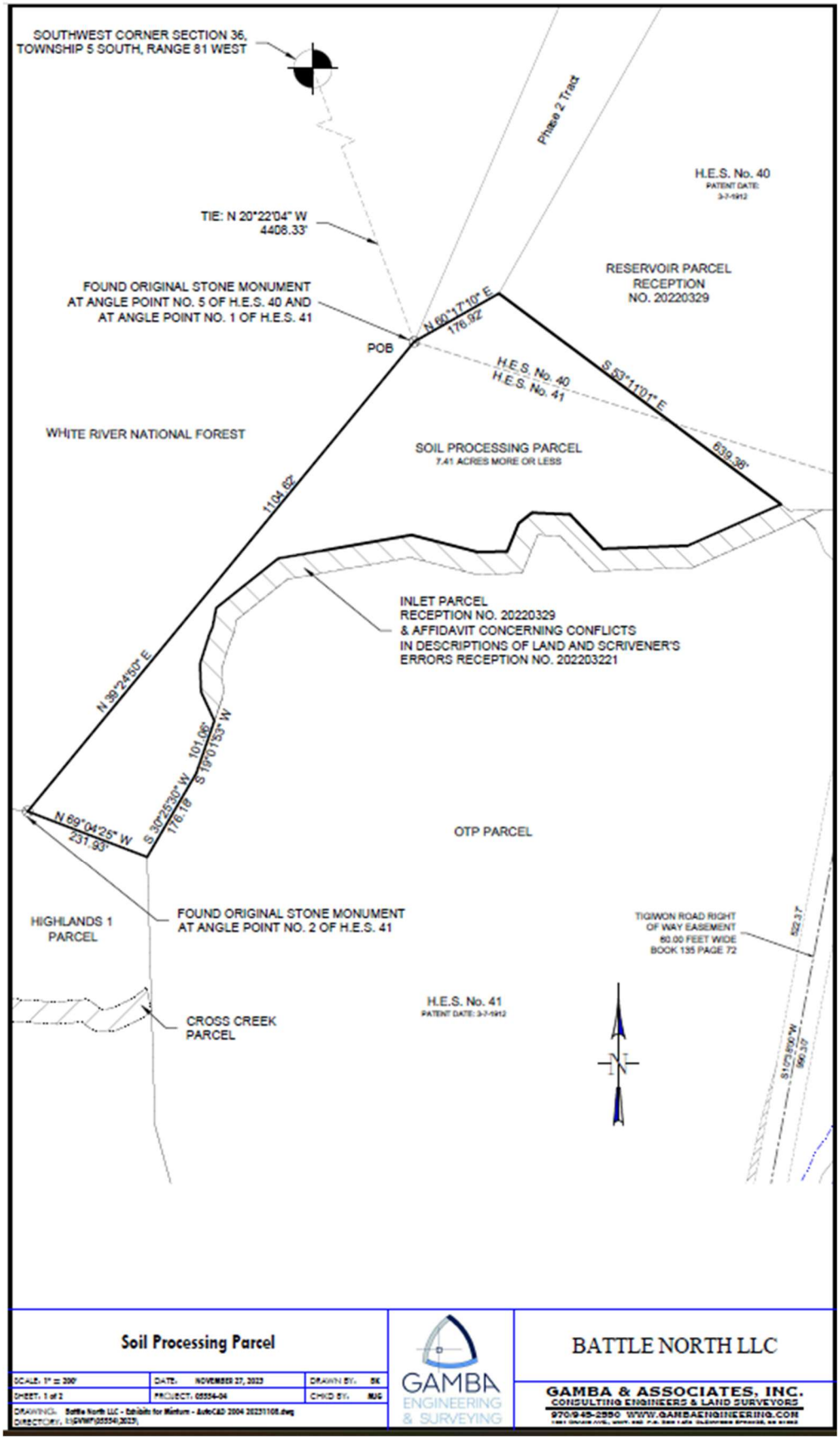
Photographs of Subject Property



Looking westerly across subject from near the southeast corner of the site (By: J.S. Lengel, MAI)



View along the access to the subject property from Tigiwon Road (By: J.S. Lengel, MAI)


SOUTHWEST CORNER SECTION 36,
TOWNSHIP 5 SOUTH, RANGE 81 WEST
Phase 2 Tract
H.E.S. No. 40
PATENT DATE:
3-7-1912
TIE: N 20°22'04" W
4408.33'
RESERVOIR PARCEL
RECEPTION
NO. 20220329
FOUND ORIGINAL STONE MONUMENT
AT ANGLE POINT NO. 5 OF H.E.S. 40 AND
AT ANGLE POINT NO. 1 OF H.E.S. 41
N 60°17'10" E
176.92'
POB
H.E.S. No. 40
H.E.S. No. 41
S 53°11'01" E
639.38'
WHITE RIVER NATIONAL FOREST
SOIL PROCESSING PARCEL
7.41 ACRES MORE OR LESS
1104.62'
INLET PARCEL
RECEPTION NO. 20220329
& AFFIDAVIT CONCERNING CONFLICTS
IN DESCRIPTIONS OF LAND AND SCRIVENER'S
ERRORS RECEPTION NO. 202203221
N 39°24'50" E
101.06'
S 19°01'53" W
S 30°25'30" W
176.18'
N 69°04'25" W
231.93'
OTP PARCEL
HIGHLANDS 1
PARCEL
FOUND ORIGINAL STONE MONUMENT
AT ANGLE POINT NO. 2 OF H.E.S. 41
TIGIWON ROAD RIGHT
OF WAY EASEMENT
60.00 FEET WIDE
BOOK 135 PAGE 72
522.37'
H.E.S. No. 41
PATENT DATE: 3-7-1912
CROSS CREEK
PARCEL
N
Soil Processing Parcel
SCALE: 1" = 200'
DATE: NOVEMBER 27, 2023
DRAWN BY: SK
SHEET: 1 of 2
PROJECT: 05554-04
CHKD BY: MJG
DRAWING: Battle North LLC - Exhibits for Minturn - AutoCAD 2004 20231108.dwg
DIRECTORY: I:\SVWP\05554\2023\
GAMBA
ENGINEERING
& SURVEYING
BATTLE NORTH LLC
GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM

DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be transferred to the Town of Minturn. This transfer involves no monetary consideration.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit O in the addenda to this report.

Site Description

- **Location:** The subject site is located adjacent on the south to Bolts Lake, north of and adjacent in part to subject Parcels A and C, and west of and adjacent to subject Parcel E in Minturn, Colorado.
- **Present Use:** Vacant land supporting native meadows and timber.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 7.41 acres. It is irregular, somewhat of a triangle, in shape.
- **Access:** Legal access to the subject is via a private drive that extends north across subject Parcels C and E from Tigiwon Road to the south line of the subject. Tigiwon Road extends southerly and westerly from U.S. Highway 24.
- **Topography and Vegetation:** The site has level, gently sloping topography, slightly more sloping in the eastern portion at the toe of large hill. The vegetation native grass, brush and timber.
- **Floodplain:** None.
- **Soils:** Varying. Most likely loams, silt loams and cobbly loams.
- **Easements and Encroachments:** As of the date of value, pursuant to Paragraph 1 of the Extraordinary Assumptions, there are no known easements on or encroachments on or by the subject.
- **Utilities:** Potable water, sanitary sewer, electrical service, natural gas, and telephone and internet service will be available east of subject in Tigiwon Road at some point in the future, estimated at four years.
- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** An environmental assessment was not provided to the appraiser. The values reported herein are based on the assumption that the subject site is free and clear of environmental contamination.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition, the subject is zoned Bolts Open Space/Recreation District by the Town of Minturn. As noted at Paragraph 2 in the Hypothetical Conditions previously in this report, the conceptual usage of subject is recreation, utility, access, etc., and it is further restricted to not developable.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible:

As noted, the subject property is hypothetically zoned Holding District by the Town. The only legal use currently is interim recreation and agricultural production in the form of livestock grazing. Additional uses would need to be approved by the Town through the formal process starting with a sketch plan. Town staff indicated that future approvals of uses on and of the subject site would need to coincide with those allowed in current medium density residential zone districts in the town. The ultimate density and area approved is dependent a number of variables.

Essentially there are two potentials for the subject, either the current usage or medium density residential with approvals by the Town through the formal process, which includes a Sketch plan approval, then Preliminary plan approval and ultimately Final plat approval. Based in part on Sale 8, presented later in this report, it is concluded that a density of four to six units per acre, 30 to 45 units in total, could reasonably be achieved.

Physically Possible:

The subject site is approximately 7.41 acres in size with a high percentage of usable, gently sloping land – again after soil from the Bolts Lake excavation is placed on subject Parcel C. Access is from a drive extending from Tigiwon Road to the south of subject. Potable water, sanitary sewer service, natural gas, electricity and telephone service will be available from lines in Tigiwon Road. There are no surface water rights appurtenant to subject for dedication to the Town; however, a Cash-in-Lieu payment will not be required at final plat.

Thus, the current physical characteristics of the site are conducive to future development of the site as detailed earlier as being legally permissible, with the noted required sanitary sewer and domestic water service improvements.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the uses of the subject site are considered next. The potentials of the subject as open recreational and agricultural land do not exceed in value those of subject as a future medium density residential development. As a medium-density residential site, the available and competing supply must be recognized and taken into account. In this instance, there is little vacant, large parcel residential land, available or otherwise, in Minturn to compete with subject. In fact, most of what is available is located proximal to the south and west of the subject property.

On the approved side of competition, there is the North End development in Minturn that was recently approved for 39 single-family residential sites. This development remains raw land awaiting development with roads and utilities.

Thus, the subject site is one of a few relatively large, raw development parcels in Minturn, four of which are proximal to the subject. Access and utilities are available near the subject, but need enlarged and improved for development of subject, and subject will have a high percentage of level, usable topography. However, Town approval at all levels is required before a building permit could be applied for.

From the preceding discussion, it is concluded that the subject is well located in Minturn with utilities and access available in the near term. There is an almost non-existent supply in Minturn of larger residential development sites and an apparent strong demand for said land. While subject has competition, there is the potential for development in the not-too-distant future.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be high-density residential development.

VALUATION

Sales Comparison Approach

As discussed previously in this report, the valuation of subject Parcel I (Soil Processing) is subject to completion of the proposed improvements on Parcel C – the placement of fill from Bolts Lake, which will be processed on subject Parcel I with use granted by a temporary easement. The estimated completion date of this fill placement, and, therefore, the date of value, is September 1, 2028.

Table II, following, summarizes the eight transactions that were presented and analyzed previously in this report in the valuation of subject Parcels A, B and C. They are reiterated here for the reader's reference.

Table II
Comparable Land Sales

SALE NO.	GRANTOR/ GRANTEE	DATE OF SALE RECPT. NO.	SALES PRICE	SITE SIZE (ACRES)	SALES PRICE PER ACRE	TOTAL DWELLING UNITS*	DENSITY/ ACRE	SALES PRICE/ DWELLING UNIT
1	Stott/MSP1, LLC	12/04/18 652492	$ 3,775,000	18.014	$209,559	112 units	6.22 units	$33,705
2	Day 3, LLC/Eagle County Land Company, LLC	05/18/20 202007295	$2,575,000	74.08	$34,762	N/A	N/A	N/A
3	Gypsum Prime Properties, LLC/Gerard Bros. Partnership, LLLP	06/15/20 202009111	$ 910,000	62.0	$14,677	1 unit	0.0161 units	$910,000
4	Wilson Ranch/803 Cottonwood Pass, LLC	04/29/21 2021	$1,550,000	94.0	$16,489	2 units	0.0213 units	$775,000
5	Edwards West End Holdings/ Edwards West End EW Investors	12/30/21 202128667	$6,250,000	5.291	$1,181 251	275 units	51.98 units	$22,727
6	Williams Knight, LLC/ Gorsuch Land Co, LLC	05/24/22 202209485	$3,250,000	162.7	$19,975	109 units	0.67 units	$29,817
7	Fox Hollow, LLC, et al/ Murray Road Properties, LLC	02/15/19 201902210	$3,960,000	3.794	$1,043,753	87 units	22.93 units	$45,517
7b	Murray Road Properties, LLC/ BGV Edwards Properties, LLC	10/13/22 202216492	$8,250,000	3.794	$2,174,486	87 units	22.93 units	$94,828
8	Union Pacific Railroad/ Minturn North	12/12/23 202316489	$ 6,500,000	13.49	$481,838	39 units	2.89 units	$166,667

* Total dwelling units either allowed, ultimately approved or planned for the sale

As was done in the valuation of the other subject parcels previously, the sales are compared and adjusted to the subject for any differences in property rights, financing, conditions of sale, market conditions (date), location, access, size, topography, river frontage, water rights, entitlements, improvements, availability of utilities, and fees and off-site requirements.

The sales are compared to the subject and possibly adjusted for the numerous elements noted above and discussed in greater detail in the valuation of Parcel A of this report.

Conclusion

Based on the analysis of the sales, it is concluded the value of the subject, as of September 1, 2028, will be $500,000 per overall acre (approximately $82,000 to $123,500 per potential residential unit), or as follows:

7.41 acres @ $500,000 per acre = $3,700,000 (rounded)

EXPOSURE TIME

It is concluded that the subject site could have been sold within one year of being placed on the market at the concluded value.

PARCEL J

PARCEL J

Photographs of Subject Property



View northerly at the eastern portion of subject from Maloit Park Road (Photo Taken By: J.S. Lengel, MAI)

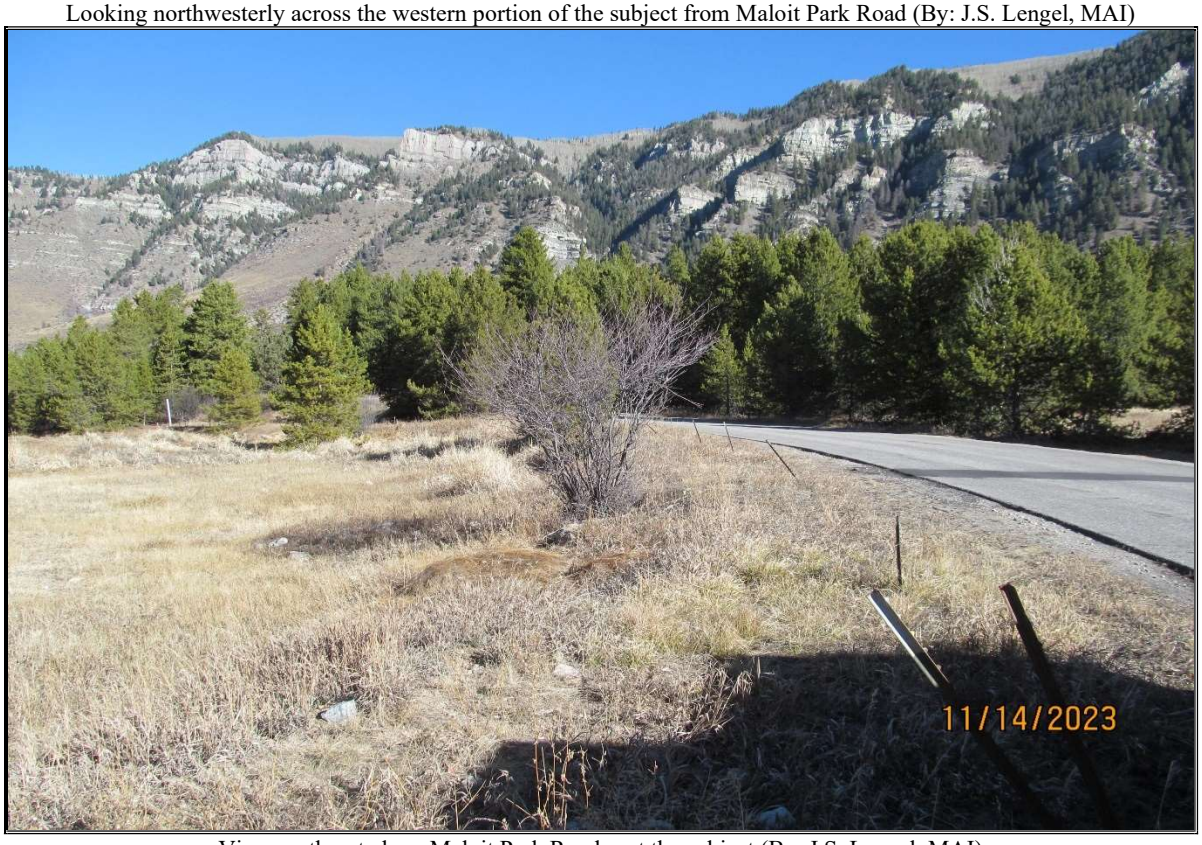


Looking northwesterly across the subject site from the same location as the prior photo (Taken By: J.S. Lengel, MAI)

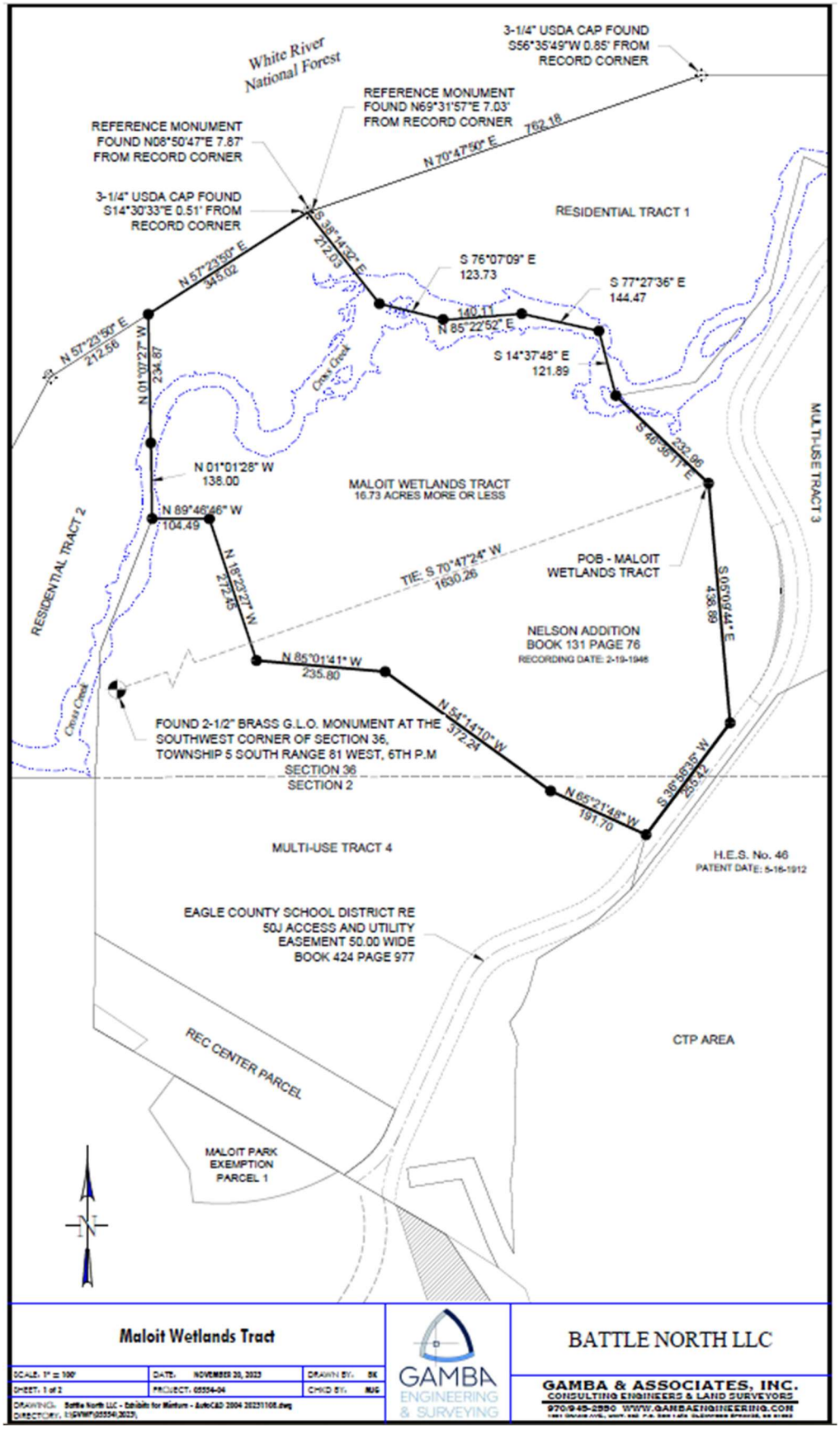
Photographs of Subject Property



Looking northwesterly across the western portion of the subject from Maloit Park Road (By: J.S. Lengel, MAI)



View northeast along Maloit Park Road past the subject (By: J.S. Lengel, MAI)


White River National Forest
3-1/4" USDA CAP FOUND S56°35'49"W 0.85' FROM RECORD CORNER
REFERENCE MONUMENT FOUND N69°31'57"E 7.03' FROM RECORD CORNER
REFERENCE MONUMENT FOUND N08°50'47"E 7.87' FROM RECORD CORNER
3-1/4" USDA CAP FOUND S14°30'33"E 0.51' FROM RECORD CORNER
N 70°47'50" E 762.18
RESIDENTIAL TRACT 1
S 38°14'52" E 212.03
N 57°23'50" E 345.02
S 76°07'09" E 123.73
S 77°27'36" E 144.47
140.11
N 85°22'52" E
S 14°37'48" E 121.89
N 57°23'50" E 212.56
N 01°00'27" W 234.87
Cow Creek
S 46°36'11" E 232.86
N 01°01'28" W 138.00
MALOIT WETLANDS TRACT
16.73 ACRES MORE OR LESS
MULTI-USE TRACT 3
N 89°46'46" W 104.49
RESIDENTIAL TRACT 2
TIE: S 70°47'24" W 1630.26
POB - MALOIT WETLANDS TRACT
N 18°23'27" W 272.25
S 05°06'44" E 438.69
NELSON ADDITION
BOOK 131 PAGE 76
RECORDING DATE: 2-19-1946
N 85°01'41" W 235.80
Cow Creek
FOUND 2-1/2" BRASS G.L.O. MONUMENT AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 SOUTH RANGE 81 WEST, 6TH P.M
N 54°14'10" W 372.24
S 36°58'35" W 255.42
SECTION 36
SECTION 2
N 65°21'48" W 191.70
MULTI-USE TRACT 4
H.E.S. No. 46
PATENT DATE: 5-16-1912
EAGLE COUNTY SCHOOL DISTRICT RE 50J ACCESS AND UTILITY EASEMENT 50.00 WIDE BOOK 424 PAGE 977
CTP AREA
REC CENTER PARCEL
MALOIT PARK EXEMPTION PARCEL 1
N
Maloit Wetlands Tract
SCALE: 1" = 100'
DATE: NOVEMBER 20, 2023
DRAWN BY: SK
SHEET: 1 of 2
PROJECT: 05554-04
CHKD BY: MJG
DRAWING DIRECTORY: Battle North LLC - Exhibits for Minturn - AutoCAD 2004 20231108.dwg
GAMBA ENGINEERING & SURVEYING
BATTLE NORTH LLC
GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970.945.2550 WWW.GAMBAENGINEERING.COM

DESCRIPTION OF THE SUBJECT PROPERTY

Property History

The current ownership purchased the subject property, along with the other parcels of this appraisal and additional lands, over five years ago. Subject is included within the aforementioned Consolidated Settlement Agreement between the Town of Minturn and the Battle Mountain entities. As part of that agreement the subject property will be transferred to the Town of Minturn. This transfer involves no monetary consideration.

The property is not now listed for sale or under separate contract to sell.

Legal Description

The subject property is legally described as: part of Section 2, Township 6 South, Range 81 West and part of Section 36, Township 5 South, Range 81 West, of the 6th P.M., County of Eagle, State of Colorado. The metes and bounds legal description may be found at Exhibit P in the addenda to this report.

Site Description

- **Location:** The subject site is located in Maloit Park west of Maloit Park Road and bisected by Cross Creek in Minturn, Colorado. It is across the road west from subject Parcel H (Consolidated Tailings Pile) and a short distance northeast of subject Parcel D (Recreation Center).
- **Present Use:** Vacant land supporting native vegetation in jurisdictional wetlands – a mix of marsh and fen.
- **Land Size and Shape:** According to the provided survey, prepared by Gamba and Associates, LLC, the subject site totals 16.73 acres. It is irregular in shape with the east traversing along Maloit Park Road. The north line adjoins the White River National Forest.
- **Access:** Legal access to the subject is from Maloit Park Road. Maloit Park Road extends from U.S. Highway 24 westerly and southerly past the subject to the Vail Ski and Snow Academy on Eagle County Schools property.
- **Topography and Vegetation:** The site has level, gently sloping topography at an elevation below Cross Creek. The exposure is slightly east. The vegetation native grass, brush and willows.
- **Floodplain:** Most likely the entire site is in a floodplain.
- **Soils:** Varying. Most likely loams and silt loams.
- **Easements and Encroachments:** There are no known easements on or encroachments on or by the subject.
- **Utilities:** Potable water, sanitary sewer, electrical service, natural gas, and telephone and internet service are available at subject in Maloit Park Road.
- **Water Rights:** There are no surface water rights associated with the subject property.

- **Environmental Concerns:** An environmental assessment was not provided to the appraiser. Subject is part of the Eagle Mine Superfund Site as established by the Environmental Protection Agency. The reader is referred to Paragraph 6 of the Hypothetical Conditions in this report. The values reported herein are based on the assumption that the subject site is free and clear of environmental contamination.

- **Zoning and Other Land Use Regulations:** As noted previously, under the stated hypothetical condition, the subject is zoned Bolts Open Space/Recreation District by the Town of Minturn. As noted at Paragraph 2 in the Hypothetical Conditions previously in this report, the conceptual usage of subject is recreation, utility, access, etc., and it is further restricted to not developable.

- **Offsite Improvement Requirements:** None.

HIGHEST AND BEST USE

Legally Permissible:

Subject is presumed to be restricted to public usage including surface recreation. Additionally, it is jurisdictional wetlands that may not be disturbed without mitigating the impact.

Physically Possible:

The subject site is approximately 16.73 acres in size and is jurisdictional marsh and fen wetlands. Access is from Maloit Park Road along the subject east boundary. Potable water, sanitary sewer service, natural gas, electricity and telephone service are available at the site.

Thus, the current physical characteristics of the site are conducive to use of the site providing public use.

Financially Feasible and Maximally Productive:

The financial feasibility and maximal productivity of the legal and physically possible noted public uses of the subject are essentially moot as they are public with little to no financial reward with these allowances.

Therefore, the Highest and Best Use of the subject as vacant is concluded to be public use.

VALUATION

Sales Comparison Approach

Table IV, following, summarizes the four transactions that were presented and analyzed previously in this report in the valuation of subject Parcel E, F, H and I. They are reiterated here for the reader's reference.

Table IV
Comparable Land Sales
J.S. Lengel and Associates, Inc. 1/24

SALE NO.	GRANTOR/ GRANTEE	SALE DATE RECORDING	SALES PRICE	SITE SIZE ACRES
1	Battlement Mesa Land Investments, LLC/ Parachute Battlement Mesa Parks and Recreation District	10/13/20 943683	$25,000	6.710
2	Crone/Hurtado	02/23/21 951254	$12,000	6.239
3	Double Y Properties, LLC/Cloud	09/02/21 829118	$24,000	3.560
4	Pirnie/Butler Maps, LLC	09/27/21 202122585	$30,000	5.000

As was done in the valuation of other subject parcels previously, the sales are compared and adjusted to the subject for any differences in property rights, financing, conditions of sale, market conditions (date), location, access, size, topography, river frontage, water rights, entitlements, improvements, and availability of utilities.

The sales are compared to the subject and possibly adjusted for the numerous elements noted above and discussed in greater detail in the valuation of Parcel A of this report.

Conclusion

All of the comparable sales have no or very limited development potential, similar to subject. Only Sale 3 and 4 were purchased for recreation and only Sale 1 has public usage, giving the three of them the most weight in valuing the subject.

Based on the analysis of the sales, the value of the subject, as of January 15, 2024, is concluded to be as follows:

16.73 acres = $30,000

EXPOSURE TIME

It is concluded that the subject site could have been sold within one year of being placed on the market at the concluded value.

ADDENDA

EXHIBIT A

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 25 – SERIES 2023

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A SETTLEMENT AGREEMENT BETWEEN THE BATTLE MOUNTAIN ENTITIES AND THE TOWN OF MINTURN CREATING A DUE DILIGENCE PERIOD AND A POTENTIAL PATH TO RESOLVE PENDING LITIGATION.

WHEREAS, in 2008, the Town approved annexation of the Battle Mountain Property for the development of a ski and golf resort-oriented project.

WHEREAS, in connection with the Annexation, Minturn and the Battle Mountain Entities entered into a number of agreements on February 27, 2008, including the Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement and a Water Service Agreement.

WHEREAS, on February 15, 2012, the Town Council approved Resolution No. 5-2012, and the Parties entered into an Agreement Regarding Escrows and Funding.

WHEREAS, on March 4, 2022, the Town commenced litigation against the Battle Mountain Entities in a case known as *Town of Minturn v. Battle One Developer, LLLP et al*., Eagle County District Court Case No. 2022CV30050. In the Litigation, the Town alleges that Battle Mountain Entities have breached various agreements, and the Battle Mountain Entities have asserted counterclaims against the Town.

WHEREAS, following settlement discussions, Minturn and the Battle Mountain Entities reached an agreement aimed at resolving the Litigation, as more particularly described in and contingent on implementation of the matters and transactions described in the Settlement Agreement.

WHEREAS, the Settlement Agreement provides the Town with the opportunity to acquire land from Battle Mountain in exchange for releasing prior promises and agreements.

WHEREAS, the Settlement Agreement provides the Battle Mountain Entities with the opportunity to obtain land use approvals for up to 250 residential units and other development as more particularly described in the Settlement Agreement.

WHEREAS, the Settlement Agreement provides the parties with a six month period in which to conduct due diligence and for the Battle Mountain Entities to seek land use approvals in accordance with the Agreement.

WHEREAS, during the due diligence period either party may withdraw from the Settlement Agreement and return to litigating the case.

WHEREAS, the Settlement Agreement provides a potential path to resolve the Litigation and provide a path forward for the Battle Mountain Entities to undertake a reduced amount of development on their property.

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

1. The Minturn Town Council approves the Settlement Agreement attached as **Exhibit A** and authorizes the Mayor or his designee to sign on behalf of the Town of Minturn any and all documents required to reasonably ensure completion.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 6th day of September, 2023.

TOWN OF MINTURN

By:_____
Earle Bidez, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO
SEAL
1904

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (this "**Agreement**") is made and entered into as of this 6th day of September, 2023 ("**Effective Date**") by and among the following (individually, a "**Party**: and, collectively, the "**Parties**"): Battle One Developer, LLLP, a Georgia limited liability limited partnership, Battle Two Developer, LLLP, a Georgia limited liability limited partnership, Battle North, LLC, a Georgia limited liability company, Battle South, LLC, a Georgia limited liability company, and Battle One A Developer, LLC, a Georgia limited liability company (collectively, together with their respective successors and assigns, "**Battle**"); and the Town Council for the Town of Minturn, Colorado ("**Town Council**"), the Town of Minturn Water and Sanitation Activities Enterprise, an enterprise fund established pursuant to C.R.S. §37-45.1-101 *et seq*. (the "**Enterprise**"), and the Town of Minturn, Colorado, a home rule municipal corporation (collectively with Town Council and the Enterprise, the "**Town**").

RECITALS

This Agreement is made with respect to the following facts:

A. In 2004, certain predecessors of the Battle entities purchased approximately 4,340 acres of property in Eagle County, generally to the south of the then-existing boundaries of the Town ("**Original Property**").

B. On March 15, 2006, the Parties entered into a Wastewater Service Agreement ("**Wastewater Agreement**").

C. In 2008, the Town approved annexation of the Original Property ("**Annexation**") for the development of a ski and golf resort-oriented project ("**Resort Project**").

D. In connection with the Annexation, the Parties entered into a number of agreements on February 27, 2008, including the Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement ("**Annexation Agreement**"), and a Water Service Agreement ("**Water Service Agreement"**).

E. Together with related matters as approved by Town Council pursuant to Resolution No. 18-2008, the Town approved that certain Planned Unit Development Preliminary Plan and Battle Mountain PUD Guide ("**PUD Preliminary Plan**") which established the uses, density and intensity of use, and other development parameters for the five character areas comprising the following three general areas of Original Property:

(1) the Willow Creek Character Area, the Rock Creek Character Area and the Holy Cross Character Area, collectively, comprising approximately 3,700 acres located east of Highway 24 ("**Mountaintop Property**");

(2) the Gilman Character Area, comprising approximately 100 acres located west of Highway 24 in the southerly portion of the Original Property ("**Gilman Property**"); and

(3) as depicted in the Bolts Lake Concept Plan attached at **Exhibit A** ("**Concept Plan**"), the Bolts Lake Character Area, comprising approximately 540 acres located in the northerly portion of the Original Property surrounding the historic Bolts Lake location, principally west of Highway 24 ("**Bolts Lake Property**").

F. In April 2008, the Parties entered into three escrow agreements (collectively, "**Escrow Agreements**"), pursuant to which Battle deposited a total of $11.6 million into escrow based on specific provisions in the Annexation Agreement and/or the Water Service Agreement.

G. On February 15, 2012, the Town Council approved Resolution No. 5-2012, and the Parties entered into an Agreement Regarding Escrows and Funding ("**Funding Agreement**").

H. In 2017, Town Council approved Ordinance No. 2-2017 approving the Development Agreement Implementing the Mountain Concept Alternative within the Mountaintop Area of the Battle Mountain Property ("**Mountaintop Development Agreement**"), which applied to the Mountaintop Property.

I. In 2020, Battle One Developer, LLLP sold the Mountaintop Property to a third party.

J. Pursuant to that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among Eagle River Water and Sanitation District, Upper Eagle Regional Water Authority (collectively, "**ERWSD**") and Battle North, LLC (together with its successors and assigns, "**Battle North**"), dated as of February 9, 2021 ("**Reservoir Agreement**"), Battle North, conveyed to ERWSD fee title to certain parcels within the Bolts Lake Property and granted ERWSD certain temporary construction and perpetual easements ("**ERWSD Easements**") within the Bolts Lake Property relating to the Reservoir Project (as defined in the Reservoir Agreement).

K. Battle North owns the Bolts Lake Property excluding the parcels previously conveyed to ERWSD pursuant to the Reservoir Agreement ("**Battle North Property**"), and portions of Battle North Property are subject to the ERWSD Easements.

L. Battle South, LLC (together with its successors and assigns, "**Battle South**") owns the Gilman Property.

M. Except for Battle North and Battle South, no entity comprising Battle owns any real property comprising any portion of the Original Property.

N. On March 4, 2022, the Town commenced litigation against Battle in a case known as *Town of Minturn v. Battle One Developer, LLLP et al*., Eagle County District Court Case No. 2022CV30050 ("**Litigation**"). In the Litigation, the Town alleges that Battle has breached the Annexation Agreement, the Water Service Agreement and the Funding Agreement, and Battle has asserted counterclaims against the Town.

O. Following settlement discussions, the Parties reached an agreement aimed at resolving the Litigation, which will, as more particularly described in and contingent on implementation of the matters and transactions described in this Agreement, *inter alia*:

(1) terminate and replace the Wastewater Agreement, the Annexation Agreement, the Water Service Agreement, the Escrow Agreements, and the Funding Agreement (collectively, and together with the Town resolutions and/or ordinances approving such instruments, "**Prior Agreements**") and the PUD Preliminary Plan as to the Bolts Lake Property;

(2) cause disconnection of the Gilman Property from the Town to be legally effected;

(3) together with zoning consistent with such purposes, provide for conveyance to the Town of fee title to the Town Parcels (defined in Section 2(a)(i)) and imposition of Restrictions (defined in Section 2(a)(ii)) on the Restricted Parcels (defined in Section 2(a)(ii)) that are for the benefit of and enforceable by the Town;

(4) provide a public process in accordance with the Minturn Municipal Code (as amended, including pursuant to Section 2, the "**Code**") for zoning and related land use entitlements to enable development of the Battle Retained Parcels (defined in Section 2(a)(iii)); and

(5) as contemplated pursuant to Section 8, entry of an order dismissing the Litigation with prejudice and effecting the Parties' full and complete mutual waiver of all claims ("**Settlement**").

P. If the Settlement is successfully implemented through a public process, the permissible level of development on the Battle North Property will be substantially reduced from what was contemplated in connection with the Resort Project and the PUD Preliminary Plan, the Gilman Property will be disconnected from the Town, and approximately 250 acres of land comprising the Town Parcels and the Restricted Parcels will be conveyed to the Town or subjected to Restrictions that are for the benefit of and enforceable by the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals (which are incorporated in this Agreement), the terms, conditions and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Deposit of Funds; Stay of Litigation**. Within five business days of the Effective Date, Battle will deposit Fifty Thousand Dollars ($50,000) with the Town to be used to defray the Town's costs to conduct Diligence Activities (defined in Section 5). Concurrently therewith, the Parties will file a Joint Motion in the Litigation, advising the Court of this Agreement, and requesting an extension of the stay that is currently in place to and including November 30, 2023.

2. **Code Amendments**. During the period commencing on the Effective Date and continuing through and including six months after the Effective Date (as may be extended in writing by the Parties, "**Approvals Period**"), the Parties will in good faith undertake to coordinate and process Town-initiated amendments (collectively, "**Code Amendments**") to the Code through a public process in accordance with the applicable Code provisions. Within thirty (30) days of the Effective

Date, Battle will endeavor to provide Town staff with initial draft ordinances to effect the Code Amendments. Town staff will work diligently to provide timely written comments on the initial draft ordinances, and subsequent drafts, with the goal of having final ordinances acceptable to Battle and Town staff for Town Council's first reading on or before January 31, 2024 and second reading on or before February 28, 2024. The Code Amendments will:

(a) Subdivision. In furtherance of the Town's intent to create a generally applicable process ("**Exemption Plat Process**") for administrative review and approval of subdivision exemption plats ("**Exemption Plat(s)**"), amend Chapters 16, 17 and other appropriate provisions of the Code. The Exemption Plat Process will, as pertinent to this Agreement, enable the Parties to process and take final action on an application for an Exemption Plat that will, upon Town approval and recording in the real property records of the Eagle County Clerk and Recorder ("**Record(ed)(ing)**"), create within the Battle North Property various legally conveyable parcels. The Exemption Plat will create the following categories of parcels within the Battle North Property:

(i) Town Parcels. Parcels which Battle North will convey to the Town ("**Town Parcels**"), subject to certain Reserved Easements (defined in Section 7(a)) for Battle North's benefit. The Town Parcels intended to be created are, as conceptually depicted and labeled in the Concept Plan: (A) the Highlands Area; (B) the Reservoir South Area (excluding the Processing Area); (C) the Rec Center Parcels; and (D) the Highway 24 Parcels.

(ii) Restricted Parcels. Parcels which Battle North will own but, subject to certain Reserved Uses (defined in Section 7(b)(i)) for Battle North's benefit, will be encumbered by Recording certain instruments ("**Restricted Parcel(s)**") imposing one or more of the following (collectively, and as applicable, "**Restriction(s)**"): (A) a Perpetual Easement (defined in Section 7(b)(i)) granting to the Town the right to undertake a specific scope of uses, on terms the Parties mutually determine appropriate; (B) a Restrictive Covenant (defined in Section 7(b)(ii)) that limits the uses that may be undertaken within such Restricted Parcel, on terms the Parties mutually determine appropriate; and/or (C) with respect to any or all Restricted Parcels requested by the Town at its election, a Purchase Option (defined in Section 7(b)(iii)) granting to the Town an option to purchase such Restricted Parcel(s). The Restrictions will run with title to the Restricted Parcels and will be enforceable by and for the benefit of the Town. Unless Battle North and the Town otherwise mutually agree in writing prior to the Closing Date, the Restricted Parcels intended to be created are, as conceptually depicted and labeled in the Concept Plan: (v) the OTP Area; (w) the Processing Area (being a portion of the Reservoir South Area); (x) the CTP Area (y) the Trestle Area; and (z) the Maloit Wetlands Area.

a. *Plat Note Restricting Conveyance.* Restricted Parcels may be platted as legally conveyable (but not developable) parcels separate from the Battle Retained Parcels; provided, however, the applicable Exemption Plat must contain a note to the effect that such separately platted Restricted Parcels may be conveyed only:

(1) to a metropolitan district formed pursuant to Section 3(d); or

(2) to the Town pursuant to the Town's exercise of a Purchase Option pursuant to Section 7(b)(iii); or

(3) to another special district, governmental or quasi-governmental entity, or other public or private entity; provided, however, with respect to a conveyance of the OTP Area or the Processing Area only, such entity has sufficient financial capacity, as determined by the Town in its reasonable discretion, to perform the landowner's legal obligations as Battle North's successor pursuant to the Reservoir Agreement; and

(4) if the Environmental Protection Agency ("**EPA**")/Colorado Department of Public Health and Environment ("**CDPHE**") has approved conveyance of the applicable Restricted Parcel pursuant to, and the entity acquiring a Restricted Parcel executes the consents and certifications required pursuant to Section 9 of, the Administrative Settlement Agreement and Order on Consent for Response Action and Release and Waiver of CERCLA §107(r) Lien, Docket No. CERCLA-08-2018-009.

b. *Method of Conveyance*. Subject to compliance with clause (4) of Section 2(a)(ii)a, a Restricted Parcel may be conveyed by deed after Recording of the applicable Exemption Plat, or by dedication pursuant to the applicable Exemption Plat.

(iii) Town's Right to Convert. By delivery of written notice to Battle prior to expiration of the Diligence Period (defined at Section 5), the Town will have the right to convert one or more of the Town Parcels into a Restricted Parcel and to convert one or more of the Restricted Parcels into a Town Parcel.

(iv) Battle Retained Parcels. Battle North will retain for purposes of future development or other disposition all parcels created pursuant to the Exemption Plat that are neither Town Parcels nor Restricted Parcels ("**Battle Retained Parcels**"). The Exemption Plat will contain a note expressly stating that the Battle Retained Parcels must be replatted (in such development sequence and phasing as Battle North determines desirable and in accordance with Town infrastructure requirements) to create buildable lots pursuant to a Recorded final plat prior to submittal of building permit applications for habitable improvements. Neither engineering plans for nor construction of public improvements will be required in connection with the Exemption Plat Process or Recording of the Exemption Plat, such matters being deferred to subsequent applications for preliminary and final plat that will be required to replat the Battle Retained Parcels into buildable lots prior to development.

(b) Zoning. Amend Chapters 16, 17 and other pertinent provisions of the Code, as applicable, to create zone districts specific to the Battle North Property that will establish as uses by right, subject to obtaining an approved final subdivision plat and construction of Infrastructure Improvements (defined in Section 2(b)(i)) to serve such development:

(i) Residential. A residential zone district ("**Bolts Residential District**") which provides for: (A) on lots of a minimum size of 4,000 square feet, single-family homes and accessory dwelling units; (B) on lots of a minimum size of 5,000 square feet, duplexes; (C) trails, parks and similar active and passive recreational uses customarily provided within residential communities; and (D) roads, the Water Treatment System and Water Distribution System (defined in Section 2(c)) and related water service infrastructure, sanitary sewer infrastructure, stormwater infrastructure, electric and gas utilities, renewable and alternative energy facilities, telecommunications infrastructure and similar infrastructure improvements the Town approves and/or requires pursuant to the Town's preliminary and final plat process to serve development within the Battle Retained Parcels ("**Infrastructure Improvements**"). Maximum building heights in this zone will be 28 feet. Maximum building lot coverage in this zone will be 50%. The intent of the Bolts Residential District will be to enable an eclectic mix of housing types and styles consistent with the housing types and character in other areas of the Town.

(ii) Mixed Use. A mixed use zone district ("**Bolts MU District**") which provides for: (A) all uses permitted in the Bolts Residential District; (B) multifamily dwelling units; and (C) low impact neighborhood commercial uses (limited size convenience, gas station, bakery, etc.), spa/wellness center and accessory uses thereto, hotel and accessory uses thereto, and similar recreational uses. The minimum lot size for multifamily structures will be 5,000 square feet. For other residential uses and commercial uses, the minimum lot size will be 2,500 square feet. Maximum building lot coverage for commercial and vertically integrated mixed use structures will be 80% and for duplex, single-family and accessory dwelling units will be 50%. Maximum building heights in this zone will be 35 feet for commercial, vertically mixed use and multifamily, and 28 feet for duplex, single-family and accessory dwelling units. The intent of the Bolts MU District will be to enable denser multifamily, single-family homes, and duplexes similar in character but with smaller minimum lot sizes than in the Bolts Residential District.

(iii) Bolts Open Space. An open space and recreational use zone district ("**Bolts OS/Rec District**") for land intended to remain predominately undeveloped, generally limited to trails, other passive (non-motorized) recreation uses, Infrastructure Improvements (generally excluding roadways, except as necessary to facilitate other Infrastructure Improvements and cross-easements to provide legal and physical access between such parcels and public roadways), all activities and facilities necessary to comply with requirements imposed by the EPA and CDPHE, and all activities the Reservoir Agreement and the ERWSD Easements, as applicable, contemplate occurring in connection with the Reservoir Project.

(iv) Holding Zone. A holding zone for Town Parcels intended to be held for later conveyance or further future zoning determinations ("**Holding District**"), which will allow Infrastructure Improvements (generally excluding roadways, except as necessary to facilitate other Infrastructure Improvements and cross-easements to provide legal and physical access between such parcels and public roadways), all activities and facilities necessary to comply with requirements imposed by the EPA and CDPHE, and all activities the Reservoir Agreement and the ERWSD Easements, as applicable, contemplate

occurring in connection with the Reservoir Project. No other public or governmental uses of the property will be permitted.

(c) Water System. Amend Chapter 13, Appendix C and other appropriate provisions of the Code to expressly provide that: (i) the Town/Enterprise will not provide municipal water service to the Battle Retained Parcels; (ii) as to be constructed, owned and operated in accordance with applicable provisions of the Reservoir Agreement, ERWSD will provide municipal water service to the Battle Retained Parcels for up to 700 SFE's utilizing a water treatment plant with a treatment capacity sized to serve the maximum density permitted pursuant to Sections 3(c)(ii) and (iii) to be developed within, and with a service area limited to, the Battle Retained Parcels ("**Water Treatment Plant**"), together with diversion structures, raw water input lines and related infrastructure inboard to the Water Treatment Plant (collectively with the Water Treatment Plant, the "**Water Treatment System**"); (iii) appropriate language be placed on final plats acknowledging that the Town will not provide municipal water services to the Battle Retained Parcels; and (iv) pursuant to Code Section 16-25-40(8), development and operation of the Water Treatment System will be fully exempt from all review and permitting requirements of Chapter 16, Article 25 of the Code (i.e., 1041 permitting), provided, however, the Town may require application for a 1041 permit for any expansion in the treatment capacity or land to be served by the Water Treatment System above and beyond that described in clause (ii) of this Section 2(c). As to be addressed in the Development Agreement pursuant to Section 3(c)(ix):

(i) Town Review of Water Treatment Plant; Water Treatment System. The Town will not own, operate or maintain the Water Treatment System. Design, construction and operation of the Water Treatment System will comply with applicable ERWSD and CDPHE regulations and permitting requirements. In connection with the Exemption Plat process and/or pursuant to a Recorded final plat, Battle North will propose and the Town will review and approve the site for the Water Treatment Plant as a Battle Retained Parcel that is legally conveyable for construction, ownership and operation of the Water Treatment Plant as contemplated in the Reservoir Agreement. Such Town review may include the location, character and extent of the Water Treatment Plant pursuant to C.R.S. § 31-23-209. Except with respect to the Town's review of the Water Treatment Plant site as provided above, the Town will not exercise or conduct any technical or other review of the Water Treatment System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

(ii) Town Review of Water Distribution System. In connection with preliminary and final plat(s) for development within the Battle Retained Parcels, the Town will review locations of the distribution infrastructure to deliver municipal water service outboard from the Water Treatment Plant (e.g., water mains, storage tanks, distribution lines and service lines) to platted development sites within the Battle Retained Parcels ("**Water Distribution System**"). Engineering and technical requirements of the Water Distribution System will be subject to ERWSD regulations and Town subdivision regulations (including but not limited to applicable fire flow requirements). The Town will not own, operate or maintain the Water Distribution System. Except with respect to the Town's review of the Water Distribution System as provided above, the Town will not exercise or conduct any technical review of the Water Distribution System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

(d) Design Standards. Amend Appendix B (Minturn Design Standards and Guidelines) and other appropriate provisions of the Code to expressly provide that only the standards and guidelines set forth in Section II will apply to development within the Battle Retained Parcels. Any design standard applicable to the Battle Retained Parcels will incorporate eclectic design principle consistent with design themes in the Town of Minturn and shall be approved by the Town as part of a future subdivision process.

(e) Vested Property Rights. Amend Code Section 16-21-710(b)(2) by adding a subsection h which incorporates the Development Agreement (defined in and contemplated by Section 3(c)) in the list of instruments that can be a site specific development plan which creates vested property rights pursuant to C.R.S. § 24-68-101, *et seq.* and the Code.

(f) Disconnection by Ordinance. To the extent the Town determines necessary or desirable to effect disconnection of the Gilman Property as contemplated by Section 3(e), amend the Code to expressly adopt and authorize the procedure for disconnection by ordinance pursuant to C.R.S. §§ 31-12-501, *et seq*.

(g) Metropolitan Districts. At the Town's election, but not as a requirement of this Agreement, add an Article to the Code that creates a generally applicable process for metropolitan district formation and adopts a model service plan.

3. **Applications; Final Approval**. Concurrently with processing of and Town Council's final action to approve the Code Amendments, the Parties will coordinate and cooperate to submit, process to a final decision in accordance with the Code, and obtain Town Council's final action on passage of resolutions and second reading of the applicable ordinances prior to expiration of the Approvals Period to approve at the same public hearing (together with the ordinances approving the Code Amendments, "**Approvals**") the applications described in this Section 3. At the time of submitting applications, Battle will execute the Town's standard reimbursement agreement. Within 30 days of the Effective Date, Battle will endeavor to submit the following, which the Town will review and process in good faith:

(a) Exemption Plat. An application pursuant to the Exemption Plat Process for approval of an Exemption Plat that will create the Town Parcels, Restricted Parcels and Battle Retained Parcels as conceptually depicted in the Concept Plan. The application will contain the information required pursuant to clauses (1) through (5) and (7) of Code Section 16-21-170 together with proof of legal and physical access to the parcels and/or commitments to grant such cross-easements as may be necessary or desirable to provide legal and physical access to, from and among the various Town Parcels, Restricted Parcels and Battle Retained Parcels. The approved and Recorded Exemption Plat will establish the precise legal descriptions of the Town Parcels, Restricted Parcels and Battle Retained Parcels. Without limitation of the foregoing, the Rec Center Parcels, collectively, will not be required to be larger than a total of 2 acres.

(b) Rezoning of Battle North Property. An application for rezoning of the Battle North Property, which will contain the information required pursuant to Code Section 16-21-430 and pursuant to clauses (1) through (5) and (7) of Code Section 16-21-170. Consistent with the Concept Plan:

(i) Battle Retained Parcels. Certain Battle Retained Parcels (or areas within them) will be proposed for zoning to, as applicable, the Bolts Residential District, the Bolts MU District or the Bolts OS/Rec District. The boundaries of each zone district will be determined during processing of the zoning application and the Exemption Plat application.

(ii) Town Parcels and Restricted Parcels. The Town Parcels will be proposed for zoning to the Holding District; and the Restricted Parcels will be proposed for zoning to the Bolts OS/Rec District.

(iii) Effect on PUD Preliminary Plan. Rezoning of the Battle North Property as provided above will have the effect of terminating, and fully releasing Battle and the Town from any further rights, obligations or liabilities with respect to, the PUD Preliminary Plan as it applies to the Battle North Property. Simultaneous with approving the rezoning described herein, the Town will adopt a resolution formalizing the termination of Ordinance No. 12-Series 2008, Resolution No. 18-Series 2008, and Resolution No. 19-Series 2008, together with the Conditions to Approval and all other documents, instruments and matters appended to, attached to, referenced by and otherwise incorporated in said Resolutions.

(c) Development Agreement. An initial draft development and statutory vested property rights agreement ("**Development Agreement**") that will address the following matters:

(i) Release of Prior Agreements and PUD Preliminary Plan. Effective as of implementation of the Settlement pursuant to Section 8, the Development Agreement and the ordinance approving the Development Agreement will replace, supersede and effect termination of the Prior Agreements and the PUD Preliminary Plan as applied to the Battle North Property, and will effectuate the Parties' full and complete mutual release of all rights, obligations and liabilities pursuant to the Prior Agreements and the PUD Preliminary Plan as related to the Battle North Property.

(ii) Residential Density Limitation. Each residential dwelling unit, regardless of type, will comprise one "dwelling unit." By way of example, a single family home is one dwelling unit, an accessory dwelling unit is one dwelling unit, a duplex is two dwelling units, a multifamily building containing six separate apartments or condominium units is six dwelling units, etc. The Battle Retained Parcels will be subject to the following residential density limitation:

a. Without a Spa/Wellness Center. If a spa/wellness center is not developed within the Bolts MU District, the total dwelling units that can be developed within the Bolts Residential District and the Bolts MU District, cumulatively, will not exceed two hundred fifty (250) dwelling units.

b. With a Spa/Wellness Center. If a spa/wellness center is developed within the Bolts MU District, the total dwelling units that can be developed within the Bolts Residential District and the Bolts MU District, cumulatively, will not exceed two hundred twenty-five (225) residential units.

(iii) Commercial Density Limitation. The total nonresidential commercial development within the Bolts MU District, cumulatively, will not exceed 50,000 square feet of gross leasable area. For such purposes, "gross leasable area" means the total floor area (measured from the interior surface of demising walls) that is designed for the tenants' or business' occupancy and exclusive use, and does not include the floor area of any public or common areas such as utility rooms, mechanical rooms, stairwells, elevator shafts, foyers, malls and so on.

(iv) Ownership and Maintenance of Public Roads. Pursuant to the final platting process, the right-of-way for and physical improvements comprising Maloit Park Road will be dedicated to, accepted, owned and maintained (including snow plowing) by the Town in accordance with the Town's generally applicable regulations, including but not limited to the Town's roadway engineering standards and a development specific traffic study. All other public roads located within the Battle Retained Parcels will be owned and maintained (including snow plowing) by a metropolitan district as contemplated pursuant to Section 3(d), and/or owners' association(s). The classifications, cross-sections, profiles and related technical matters pertinent to such roadways will be determined in connection with the processing and approval of preliminary and final plats for the Battle Retained Parcels.

(v) Maloit Wetlands Area. Simultaneously with Recording of the first final plat adjacent to the Maloit Wetlands Area, Battle North will Record a Restriction (in the form of a Restrictive Covenant approved and enforceable by the Town) that will ensure the Maloit Wetlands Area remains undeveloped (except for installation, operation and maintenance of Infrastructure Improvements, and the construction of Maloit Park Road) and serves as a wildlife corridor between adjoining United States Forest Service land to the north and the CTP Area to the south. All Battle North improvements located within the Maloit Wetlands Area shall be subject to Town review and approval, except for activities necessary to comply with requirements imposed by EPA and/or CDPHE. Activities necessary to comply with requirements imposed by EPA and/or CDPHE and public access for non-motorized winter recreational activities (e.g. cross country skiing, snowshoeing, hiking, birding, etc.), including by residents and guests within the Battle Retained Parcels, will be permitted.

(vi) Fishing Easement. Concurrently with Recording of the first final plat adjacent to Cross Creek, Battle North will grant to the Town and Record a perpetual, nonexclusive easement that grants the public the right to fish within the Cross Creek streambed and up to the ordinary high-water mark, as defined in Code Section 16-2-20, of the Cross Creek segments adjacent to the Battle Retained Parcels and grants access for such purpose within the areas conceptually depicted in the Concept Plan. Except to the extent depicted in the Concept Plan, the public fishing access easement will not provide for or allow the general public to access the Cross Creek streambed from, across, or over the Battle Retained Parcels, or to otherwise enter upon the Battle Retained Parcels, but will expressly provide that residents and guests within the Battle Retained Parcels will have the legal right to utilize the public fishing easement.

(vii) Parks; No Open Space Dedications. In accordance with applicable Code requirements, final plats for development sites within the Battle Retained Parcels will be required to provide for adequate active parks to support the approved level of residential development. Parks will be dedicated to, improved, constructed, owned and maintained by metropolitan districts as contemplated pursuant to Section 3(d) and/or owners' association(s). No open space dedications will be required in connection with final plats for development within the Battle Retained Parcels.

(viii) Generally Applicable Code Provisions. Generally applicable Code provisions in effect at the time of final platting regarding technical and procedural matters will apply to all final plat applications to the extent not in conflict with or having the effect of negating or impairing the vested property rights established pursuant to Section 3(c)(xi) to the densities, product types, lot size, lot coverage and related development parameters established pursuant to the approved zoning. Without limitation of the foregoing: (A) the Community Housing Guidelines established pursuant to Code Chapter 16, Article 26 will apply to development within the Battle Retained Parcels, provided, however, no revisions to the percentages, deed-restriction conditions and AMI criteria set forth in Code § 16-26-100 in effect as of the Effective Date will apply to the Battle Retained Parcels without Battle's consent; and (B) no river setback of greater than thirty (30) feet will apply to developable lots within the Battle Retained Parcels that are adjacent to Cross Creek.

(ix) Water Service. Consistent with and subject to the terms and conditions of applicable Code Amendments, the Town/Enterprise will not provide municipal water service to the Battle Retained Parcels and, as more fully described in Section 2(c), ERWSD will provide municipal water service to the Battle Retained Parcels utilizing the Water Treatment System and the Water Distribution System to be constructed, owned, operated and maintained in accordance with applicable provisions of the Reservoir Agreement.

(x) Sewer Service. ERWSD will provide sanitary sewer service to the Battle Retained Parcels as provided in the Code.

(xi) Vested Property Rights. Pursuant to Code Section 16-21-710 (as amended pursuant to Section 2(d)), the Development Agreement will constitute a site specific development plan that creates vested property rights for a period of thirty (30) years from the date on which the Settlement is implemented pursuant to Section 8.

(d) Service Plans. The Town will process applications seeking approval of service plans for the formation of up to three (3) metropolitan districts in accordance with the statutory process pursuant to C.R.S. §§32-1-101, *et seq*. and, as applicable, the Town process contemplated by Section 2(g). Town is not required to approve any metropolitan districts. Upon completion of the formation process, the metropolitan districts are anticipated to have authority to finance the construction, operation and maintenance of the Water Treatment System, Water Distribution System, other backbone infrastructure and parks to serve development within the Battle Retained Parcels, to impose and enforce restrictions to protect wildlife within the Battle Retained Parcels and the Restricted Parcels, to own Restricted Parcels (prior to conveyance, or which are not

anticipated to be conveyed in the future, to and owned by the Town), and to perform and/or enforce environmental obligations and/or environmental restrictions.

(e) Disconnection of Gilman Property. In connection with the contemplated Settlement, the Town has proposed and Battle South has agreed to effect disconnection of the Gilman Property. Accordingly, Battle South will submit to Town Council an application for disconnection of the Gilman Property by ordinance pursuant to C.R.S. §§ 31-12-501, *et seq*. The disconnection becoming legally effective will fully release Battle, the Town and the Gilman Property from any further rights, obligations and liabilities under or with respect to the Prior Agreements and the PUD Preliminary Plan relating to the Gilman Property.

(f) Dissolution of General Improvement District. Pursuant to C.R.S. § 31-25-625, the Parties will cooperate to dissolve the General Improvement District established by Ordinance No. 24, Series 2008, Recorded at Reception No. 200901380.

(g) Survival of Disconnection and Dissolution Obligations. If this Agreement terminates prior to implementation of the Settlement, the Parties' obligations to process disconnection of the Gilman Property pursuant to Section 3(e) and to process dissolution of the General Improvement District pursuant to Section 3(f) will survive such termination for a period of, and the Parties will cooperate to cause disconnection of the Gilman Property and dissolution of the General Improvement District to be made legally effective within, ninety (90) days after the date of such termination.

4. **Approval Date: Final Approval; Legal Challenges**. The ordinances comprising the Approvals will be legally effective thirty (30) days after publication following the date on which Town Council approves them on second reading (the "**Approval Date**"), and the resolutions comprising the Approvals will be legally effective on the date set forth in such resolutions (which will not be later than thirty (30) days after the Approval Date); provided, however:

(a) Conditions Precedent To Binding Effect and Recording. The Parties' intend that Final Approval (defined below) of all Approvals occurs on the same date or not at all, such that no action required to fully implement Settlement remains subject to Legal Challenge (defined below). Accordingly, and notwithstanding any earlier effective date of such ordinances and resolutions pursuant to Section 4, each ordinance and each resolution will contain an express condition that the substantive matters comprising the Approvals will not be legally effective or binding upon the Parties, and will not be legally effective as to (and no Approvals instruments will be Recorded against) the Battle North Property or the Gilman Property, prior to implementation of the Settlement (pursuant to Section 8) following Final Approval (defined below) of all Approvals. With respect to the foregoing:

(i) "**Final Approval**" will occur with respect to each of the Approvals: (A) if no Legal Challenge is filed on or prior to the last day by which the applicable statute, rule of civil procedure, Code, or Town Charter provision requires the applicable Legal Challenge to be filed,; or (B) if a Legal Challenge is timely filed against one or more of the Approvals within the period described in the foregoing clause (A), and unless the Parties agree otherwise, all such Legal Challenges are resolved in a manner that is final, not subject

to appeal, and upholds the validity of the Approvals that were subject to the Legal Challenge.

(ii) "**Legal Challenge**" means: (A) any third-party's commencement of a legal proceeding, pursuant to C.R.C.P. Rule 106 or otherwise, that directly or indirectly challenges, or seeks to reverse or nullify, any of the Approvals and/or implementation of the Settlement; or (B) submission of a valid petition under the Code for a referendum seeking to reverse or nullify any of the Approvals and/or implementation of the Settlement.

(b) Termination Prior to Final Approval. By delivery to the Town of a written notice of termination prior to the latest effective date of the Approvals ordinances and resolutions pursuant to Section 4, Battle will have the right to terminate this Agreement if Battle is not satisfied with the Town's processing of the Approvals applications, any Town-imposed conditions of the Approvals, any substantive elements of the Approvals, or for any other reason relating to the Approvals. If Battle timely delivers written notice of termination to the Town, this Agreement will terminate and the Parties will be released from further liability or obligation under this Agreement except those that expressly survive termination of this Agreement.

5. **Diligence Period; Diligence Activities; "As-Is" Transaction; Disclosures**. During the period commencing on the Effective Date and continuing until the earlier to occur of the date on which this Agreement is terminated or the occurrence of the Approval Date pursuant to Section 4 ("**Diligence Period**"), the Town will conduct its own review and evaluation of the information contained in Battle North's Disclosures (defined in Section 5(d)), will inspect and investigate the Town Parcels and the Restricted Parcels, and will engage such qualified agents, contractors, engineers or consultants, including, without limitation, environmental consultants, as the Town deems necessary to make all appropriate inquiry with respect to title, survey, physical conditions, environmental conditions (including, without limitation, all CERCLA and other Environmental Laws (as such terms are defined in Section 5(a))) and such other matters pertinent to the Town Parcels and Restricted Parcels as the Town, in its sole discretion, deems necessary or appropriate, to assess the suitability of the Town Parcels and the Restricted Parcels ("**Diligence Activities**"). The Town will rely solely on such independent Diligence Activities. Battle will have no obligation pursuant to this Agreement to cure or remedy any matter affecting title, survey, physical, environmental or other conditions affecting the Town Parcels or the Restricted Parcels. In its sole discretion and without obligation to incur any expense in connection therewith, Battle may elect to cooperate with the Town's efforts to address and resolve such matters to the Town's satisfaction. The Town's obligation at the Closing (defined in Section 7) to acquire fee title to the Town Parcels and the Town's interests in the Restrictions that will encumber the Restricted Parcels for the Town's benefit (collectively, "**Property Interests**") is expressly conditioned on the Town not having exercised its right to terminate this Agreement pursuant to Section 5(h).

(a) Environmental Definitions. As used in this Agreement:

(i) "**Actual Knowledge**" of Battle, Battle North or similar phrases mean the current, actual (not constructive) knowledge, without duty of inquiry or investigation, of either (A) Lorne Bassel in his capacity as President of the Manager of Battle North and, if applicable, his successor in such capacity, or (B) Tim McGuire, in his capacity as Battle North's local representative and, if applicable, his successor in such capacity.

(ii) "**Hazardous Materials**" means any substance: (A) the presence of which requires special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Laws (defined below); (B) which is toxic, explosive, corrosive, erosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous; (C) which is (or becomes so during the Diligence Period regulated by any federal, state or local authority under any Environmental Laws, (D) any hazardous substance as defined in section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601(14), and also including petroleum, crude oil, or any fraction thereof, mining-related wastes, asbestos and polychlorinated biphenyls; (E) any substance designated in 40 C.F.R. § 304.2; (F) any substance identified or listed pursuant to section 3001 of the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq*., (G) any substance identified or listed by the State of Colorado pursuant to 6 CCR Part 261; and (H) underground storage tanks (USTs).

(iii) "**Environmental Laws**" means all laws, rules and regulations, as well as all agreements between EPA, CDPHE and Battle North or any third party, relating to (A) emissions, discharges, spills, cleanup, remediation, releases or threatened releases of any Hazardous Materials; (B) the presence of any Hazardous Materials on or in, land, soil, ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, storage tanks of any kind, wetlands, or septic systems, (C) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment, cleanup or remediation of Hazardous Materials; and (D) the protection of human health or the environment.

(b) "As Is" Transaction. The Town (for itself and its successors and assigns) acknowledges that, if the Town does not terminate this Agreement pursuant to a termination right of the Town under this Agreement, it will acquire the Property Interests in their respective "**AS IS, WHERE IS, AND WITH ALL FAULTS**" condition as of the Closing Date. The Town (for itself and its successors and assigns) accepts all risks regarding all attributes and conditions, latent or otherwise, of the Property Interests. The Town will acquire the Property Interests based solely upon the Town's Diligence Activities and not in reliance on any statement, representation or inducement of Battle except as expressly set forth in and limited by Sections 5(d) and 6(a). Without limitation of the foregoing:

(i) No Implied Representations. Except as expressly set forth in and limited by Sections 5(d) and 6(a): (A) NEITHER BATTLE NORTH NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF BATTLE HAS MADE (OR HAS AN OBLIGATION TO THE TOWN TO MAKE), AND BATTLE SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INTERESTS, INCLUDING, WITHOUT LIMITATION, (1) THE NATURE, QUANTITY, QUALITY OR CONDITION OF THE PROPERTY INTERESTS; (2) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY INTRERESTS; OR (3) COMPLIANCE OF OR BY THE PROPERTY INTERESTS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE

GOVERNMENTAL AUTHORITY, INCLUDING, WITHOUT LIMITATION, CERCLA OR ANY OTHER ENVIRONMENTAL LAWS; AND (B) THE TOWN IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY INTERESTS AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF, OR TO BE PROVIDED BY OR ON BEHALF OF, BATTLE NORTH OR UPON ANY REPRESENTATIONS MADE TO IT BY BATTLE NORTH OR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF BATTLE NORTH. ANY INFORMATION PROVIDED OR TO BE PROVIDED BY BATTLE NORTH WITH RESPECT TO THE PROPERTY INTERESTS WAS OR MAY BE OBTAINED FROM A VARIETY OF SOURCES AND BATTLE NORTH HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH THIRD-PARTY INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH THIRD-PARTY INFORMATION.

(ii) Waiver and Release. Except to the extent directly caused by Battle's breach of Sections 5(d) and 6(a), the Town (for itself and its respective successors and assigns) releases Battle and its agents, employees, officers, directors, shareholders, partners, members, managers, contractors and representatives from, and waives any and all causes of action or claims against any of such persons for: (A) any and all liability attributable to any physical condition of or at the Property Interests, including, without limitation, the presence on, under or about the Property Interests of any Hazardous Materials; (B) any and all liability resulting from the failure of the Property Interests to comply with any applicable laws, including, without limitation, any Environmental Laws; and (C) any liabilities, damages or injury arising from, connected with or otherwise caused by statements, opinions or information obtained from any of such persons with respect to the Property Interests.

(iii) Survival. The terms and conditions of this Section 5(b) will survive: (A) Closing pursuant to this Agreement; and (B) with respect to causes of action or claims arising from or relating to the Town's Diligence Activities, termination of this Agreement.

(c) License; Insurance and Indemnification. During the Diligence Period and in order to facilitate the Town's undertaking of its Diligence Activities pertaining to the physical condition of the Property Interests:

(i) License. The Town (together with its employees, contractors, subcontractors, consultants and invitees, "**Licensee(s)**") will have a non-exclusive license ("**License**") to access and enter upon the Town Parcels and Restricted Parcels at reasonable times and from time to time for the purposes of conducting Diligence Activities, at no cost or expense to Battle, which may include, without limitation, reasonable tests, inspections, studies, investigations, surveys and, with not less than three (3) business days' written notice (which may be by email) to Battle's local representative, Tim McGuire (tmcguire@acpcommunities.com), investigation of soil, geotechnical, environmental conditions, and related invasive tests such as borings (but expressly excluding blasting). Battle North will cooperate reasonably with such Diligence Activities so long as such cooperation is at no cost or expense to Battle. The Town and its Licensees will not engage in any demolition, clearing, grading, excavation, dewatering or other activity that

physically modifies the Town Parcels or Restricted Parcels without Battle's specific prior written consent. The Town will contemporaneously notify Lorne Bassel and Tim McGuire of any entry upon the parcels and Battle's representative will have the right to be present during any entry upon or investigation of the Town Parcels and Restricted Parcels. Following any Town (or Licensee) activities causing damage to the land comprising the Town Parcels, the Restricted Parcels or, if applicable, adjacent areas of the Battle Retained Parcels, the Town will promptly and diligently restore the damaged area to its preexisting condition. The Town will be responsible for the generation and proper disposal of any "Investigative Derived Waste", whether solid or hazardous waste, derived from the Town's invasive testing, and will perform its Diligence Activities at its own risk.

(ii) Insurance. As a condition of exercising its rights pursuant to the License, the Town will, at no cost or expense to Battle:

a. Licensees. Require its contractors and other Licensees who enter the Town Parcels and Restricted Parcels pursuant to the License to: (A) cause Battle North to be named an additional insured on a primary non-contributory basis under their respective policies of commercial general liability insurance, in an amount of at least (I) $2,000,000 for each occurrence, (II) $2,000,000 for personal injury, and (III) $4,000,000 in the general aggregate; and (B) procure and maintain workers' compensation coverage, meeting the statutory requirements of the State of Colorado. Prior to any Licensees' entry upon the Town Parcels and Restricted Parcels, the Town will cause written evidence to be delivered to Battle North of such insurance coverages being in effect.

b. Town. Cause Battle North to be named an additional insured on a primary non-contributory basis under the Town's policy of public entity general liability insurance (or equivalent), in an amount not less than the limits under the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.* (which limits are currently (A) $424,000 for injury to one person in any single occurrence, and (B) $1,195,000 for injury to two or more person in any single occurrence) against claims of bodily injury, property damage or death occurring in, on or about the Town Parcels and Restricted Parcels.

(iii) Indemnity. To the extent arising from its Diligence Activities, the Town will, to the maximum extent permitted by law, indemnify, defend, and hold harmless Battle from any and all claims, demands, liens, costs, expenses, damages and liabilities, including reasonable attorneys' fees and costs, that are asserted against Battle, the Town Parcels, Restricted Parcels or Battle Retained Parcels, or which Battle may suffer or incur, to the extent arising out of any claims for property damage or personal injury, or claims from materialmen or laborers. The Town will pay Battle's reasonable costs and expenses, including reasonable attorneys' fees incurred in defending any such matter, not to exceed one hundred thousand dollars ($100,000). If this Agreement terminates, the Town will promptly and diligently repair damage to the Town Parcels and Restricted Parcels (and, if applicable, to adjacent areas of the Battle Retained Parcels) to the extent caused by the Town's Diligence Activities. The Town will reimburse Battle on demand for all expenses

Battle incurs in repairing any damage to the extent resulting from the Town's Diligence Activities if the Town does not promptly repair such damage.

(iv) Survival. The Town's obligations pursuant to this Section 5(c) will survive termination of this Agreement and/or Closing for a period of one (1) year.

(d) Battle North's Disclosures. Within ten (10) business days after the Effective Date, Battle North will deliver or cause to be made available to the Town for review and/or copying (by dropbox or similar electronic means) the following documents, to the extent in Battle North's possession or control, without obligation to obtain documents not in Battle North's possession or control, and without representation or warranty of any kind with respect to the accuracy or completeness of any reports, studies or other documents furnished to the Town that were prepared by parties other than Battle North, to the extent relating or pertaining to the Town Parcels and the Restricted Parcels (collectively, "**Battle North's Disclosures**"):

(i) Surveys. Battle North's most recent ALTA survey(s) of the Battle North Property and/or areas thereof corresponding to all or any part of the Town Parcels and Restricted Parcels.

(ii) Contractual Documents. Copies of leases, contracts, property management agreements, letter agreements and amendments, subleases or licenses, if any.

(iii) Reports and Documents. To the extent not publicly available at EPA's Superfund Records Center, EPA's webpage relating to the Eagle Mine Superfund Site at https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0800159, the CDPHE Hazardous Materials and Waste Management Division Records Center, CDPHE's webpage relating to the Eagle Mine Superfund Site at https://cdphe.colorado.gov/eagle-mine, within Recorded instruments, or located in the Eagle Mine Site Repository in Minturn: copies of any reports or data regarding environmental conditions, including but not limited to hydrology, geology, hydrogeology, soils, ground water, cleanup or remediation plans or requirements and any amendments thereto; material correspondence with EPA or CDPHE in the prior three (3) years regarding environmental conditions, as described above, and any order, assessment, penalty, complaint, report or data related to the parcels' physical condition or affected by release of any Hazardous Materials from such parcels.

(iv) Capital Improvements. A schedule of capital improvements, if any, made or installed during Battle's ownership.

(v) Documents. All appraisals, engineering reports, title abstracts, and other reports generated during Battle's ownership.

(vi) Additional Matters. To the extent not listed above, any documents and materials that the Town reasonably requests from time to time which directly pertain to the physical condition or status of title, are in Battle North's possession or control, and which are neither subject to attorney-client or other privilege nor subject to any non-disclosure agreement that is legally binding on Battle North.

(e) Title Insurance. As part of its Diligence Activities, the Town may in its sole discretion, at its sole cost, and at such time as it determines desirable, order from a title insurance company of its choice ("**Title Company**") one or more commitments ("**Title Commitment(s)**") for issuance of policy(ies) of title insurance for any or all of the Property Interests in such form, at such insured amount, and with such endorsements, if any, as the Town may choose to purchase ("**Title Policy(ies)**"). The Town will cause the Title Company to include Battle North on the distribution list for all Title Commitments and updates thereto, and will provide to Battle North written notice of the selected Title Company together with contact information for the individual(s) at the Title Company responsible for coordinating such Title Commitments and providing Closing services. The Town will be solely responsible for working with the Title Company to resolve to the Town's satisfaction any title matters disclosed in the Title Commitments. Upon receipt of the Town's written notice of any title matters with respect to which the Town objects or otherwise has concerns, Battle North may, in its sole discretion and without obligation to cause such title matter to be cured or to incur any expense or liability in connection therewith, cooperate with the Town's efforts to address and resolve such matters to the Town's satisfaction. In connection with the Title Company's issuance of the Title Policy(ies), Battle North will execute such certificates and affidavits as title companies typically require and are commercially reasonable for a land seller to execute in a commercial real estate transaction.

(f) Survey. As part of its Diligence Activities, the Town may in its sole discretion, at its sole cost, and at such time as it determines desirable, either engage a surveyor to produce one or more new surveys of the Town Parcels and the Restricted Parcels or cause the survey(s) Battle North provides pursuant to Section 5(d)(i)(d)(i) to be updated, to more specifically address the Town Parcels and the Restricted Parcels, to reflect the matters disclosed in the Title Commitment(s), and to add the Town to the survey certification (in either case, as applicable, "**Survey(s)**"). The Town will be solely responsible for working with the surveyor to resolve any Survey matters to the Town's satisfaction. Upon receipt of the Town's written notice of any Survey matters with respect to which the Town objects or otherwise has concerns, Battle North may, in its sole discretion and without obligation to cause such Survey matter to be cured or incur any expense or liability in connection therewith, cooperate with the Town's efforts to address and resolve such matters to the Town's satisfaction.

(g) CERCLA Protections. As part of its Diligence Activities, the Town may in its sole discretion, at its sole cost, and at such time as it determines desirable, elect to pursue environmental liability protections related to the Property Interests ("**CERCLA Protections**"), which may include one or more of: (i) negotiation of a transfer of the Administrative Settlement Agreement and Order on Consent for Response Action and Release and Waiver of CERCLA §107(r) Lien, Docket No. CERCLA-08-2018-009, by and among the United States on behalf of the United States Environmental Protection Agency, the Colorado Department of Public Health and Environment, and Battle North, LLC and Battle South, LLC as it relates to the Property Interests; (ii) comfort letters from CDPHE and/or EPA; (iii) environmental insurance: (iv) negotiation of one or more prospective purchaser agreements; and (v) other mechanisms of managing potential environmental liabilities associated with the Property Interests. The Town will be solely responsible for all undertakings and activities pertinent to investigating, evaluating and pursuing such CERCLA Protections as the Town deems desirable. Upon receipt of the Town's written request, in its sole discretion and without obligation to incur any expense or liability in connection therewith, Battle

may cooperate with and facilitate the Town's efforts to secure CERCLA Protections to the Town's satisfaction.

(h) Termination During Diligence Period. By delivery to Battle of a written notice of termination prior to the Approval Date, the Town will have the right to terminate this Agreement if the Town is not satisfied with the results of its Diligence Activities, for any other reason, or for no reason. If the Town timely delivers written notice of termination to Battle, this Agreement will terminate and the Parties will be released from further liability or obligation under this Agreement except those that expressly survive termination of this Agreement. If the Town terminates this Agreement and to the extent Battle so requests in writing, the Town will deliver to Battle copies of test results, reports, and other information generated from the Town's Diligence Activities, except to the extent such documents may be subject to attorney-client privilege or work product protections.

6. **Representations and Warranties**. Battle and the Town each represent, warrant and covenant to the other Party as to the matters set forth in this Section 6 as of the Effective Date, and will be deemed to remake the same as of, as applicable, the Closing Date and implementation of the Settlement.

(a) Battle's Representations and Warranties. Battle represents, warrants and covenants to the Town as follows:

(i) Authority. As described and set forth in the introductory paragraph of this Agreement, each entity comprising Battle is, as applicable, either a limited liability limited partnership or a limited liability company that is duly organized, validly existing and in good standing under the laws of the State of Georgia, has the full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement, and has taken all requisite action in connection with the execution of this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby.

(ii) Consents; Binding Obligations. No third-party approval or consent is required to enter into this Agreement or to consummate the transactions contemplated hereby. This Agreement and all documents required hereby to be executed by Battle are and shall be valid, legally binding obligations of and enforceable against Battle in accordance with their terms.

(iii) Battle North's Disclosures. To Battle North's Actual Knowledge, Battle North's Disclosures made available to the Town pursuant to Section 5(d) constitute all of such materials as are in Battle North's possession or control.

(iv) No Bankruptcy Proceedings. No bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against any entity comprising Battle, and to Battle's Actual Knowledge, no such entity has an intention of filing or commencing any such action or proceeding.

(v) Litigation. Excepting the Litigation, there are no actions, suits, litigation or proceedings pending, or to Battle's Actual Knowledge threatened, affecting the Town

Parcels or Restricted Parcels. There are no actions, suits, litigation or proceedings pending, or to Battle's Actual Knowledge threatened, affecting Battle's right, power or authority to enter into and perform this Agreement in accordance with its terms, or which question the validity or enforceability of this Agreement or any action taken or to be taken by Battle under this Agreement.

(vi) Condemnation. Battle North has no Actual Knowledge, and has received no notice from any governmental authorities, that proceedings for the condemnation of any portion of the Town Parcels or Restricted Parcels are pending.

(vii) No Violations. To Battle North's Actual Knowledge, the Town Parcels and Restricted Parcels have been and presently are used and operated in compliance in all material respects with, and in no material way violate, any applicable statute, law, regulation, rule, ordinance, order or permit of any kind whatsoever affecting the Town Parcels, Restricted Parcels or any part thereof.

(viii) Leases. Except as disclosed in Battle North's Disclosures, no portion of the Town Parcels or Restricted Parcels is subject to any lease, license, easement or right of access.

(ix) Service Contracts. Except as disclosed in Battle North's Disclosures, there is no agreement, in writing or otherwise, between Battle North and any other person or persons for service, supply, maintenance, management or the operation of the Town Parcels or Restricted Parcels which is not cancelable upon not more than thirty (30) days' notice without payment of any penalty or premium.

(x) Hazardous Materials; Environmental Liens. To Battle North's Actual Knowledge, and except as disclosed in Battle North's Disclosures: (A) Battle North has received no notice, complaint or allegation from any state, federal or local agency or authority, or any third party, of any violation of any Environmental Law with respect to any portion of the Town Parcels or Restricted Parcels related to any release or alleged release of Hazardous Materials at or from any portion of the Town Parcels or Restricted Parcels; (B) neither the Town Parcels or Restricted Parcels nor any portion thereof have at any time been used for the transfer, storage, disposal or manufacture of any Hazardous Material; (C) there has been no release of Hazardous Materials at or from any portion of the Town Parcels or Restricted Parcels; (D) there are no Hazardous Materials located at, on or under the Town Parcels or Restricted Parcels or any portion thereof, the presence of which would constitute a violation of any Environmental Law; (E) no other property and no third party has been affected by any release of Hazardous Materials at or from any portion of the Town Parcels or Restricted Parcels; (F) with the exception of utilities, if any, there are no underground storage tanks or pipelines located on the Town Parcels or Restricted Parcels or any portion thereof; (G) Battle North is not in violation of, or alleged to be in violation of, any judgment, decree, order, law, license, rule or regulation or permit pertaining to any Environmental Law; and (H) no portion of the Town Parcels or Restricted Parcels is subject to any environmental lien, environmental use restriction or environmental covenant.

(xi) Changed Circumstances. If Battle acquires Actual Knowledge of any act or circumstances which would change or render incorrect, in any material respect, any representation or warranty made by Battle under this Agreement, whether as of the date given or any time during the Diligence Period and whether or not such representation or warranty was based upon Battle's knowledge and/or belief as of a certain date, Battle will give prompt written notice of such changed fact or circumstance to the Town. Battle may, without obligation pursuant to this Agreement to do so, cause the representation or warranty to again become true or correct prior to the Closing Date. If Battle does not cause such representation or warranty to be true or correct as of the Closing Date, the Town's sole remedies will be either to terminate this Agreement (in which event the Parties will be relieved of any further obligations under this Agreement that do expressly survive termination) or to waive any objection to the representation or warranty to the extent it has become untrue or incorrect and to proceed with the Closing and the Settlement.

(b) Town's Representations and Warranties. The Town represents, warrants and covenants to Battle as follows:

(i) Authority. The Town is duly organized, validly existing and in good standing under the laws of the State of Colorado. The Town has full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement. The Town has taken all requisite action in connection with the execution of this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby.

(ii) Consents; Binding Obligations. No third-party approval or consent is required to enter into this Agreement or to consummate the transactions contemplated hereby. This Agreement and all documents required hereby to be executed by the Town are and will be valid, legally binding obligations of and enforceable against the Town in accordance with their terms.

(c) No Other Representations. Except as expressly set forth in this Section 6, this Agreement is made without representation or warranty of any kind by the Parties.

(d) Survival. Each Party making representations and warranties in this Section 6 acknowledges the Party to whom they are given will materially rely upon them in proceeding with the Closing and the Settlement. Such representations and warranties will survive for a period of two (2) years following the Closing Date. To the extent permitted by law, the Party giving such representations and warranties will indemnify, defend and hold the Party to whom they are given (together with such Party's directors, members, officers, employees, agents, successors and assigns) harmless from and against any loss, liability or expense, including reasonable attorneys' fees, not to exceed fifty thousand dollars ($50,000), arising from a third-party complaint that is filed against such receiving Party during such two (2) year period to the extent based on or arising from the breach of such Party's representations or warranties in this Section 6.

7. **Closing**. If this Agreement has not otherwise been terminated pursuant to a Party's express termination right under this Agreement, consummation of Battle North's conveyance of the Property Interests to the Town ("**Closing**") will occur, contemporaneously with implementation

of the Settlement pursuant to Section 8, on the fifth (5th) business days after the date on which Final Approval occurs ("**Closing Date**"). In connection with Closing:

(a) Fee Interests in the Town Parcels. Battle North will convey fee title to each of the Town Parcels to the Town, free and clear of monetary liens (except the inchoate lien for *ad valorem* taxes and assessments for the year of Closing due and payable by Battle North in the year following Closing), by separate statutory forms of special warranty deed in substantially the form attached at Exhibit B ("**Deed(s)**"). The legal descriptions, acreages and configurations of the Town Parcels will be established by the Exemption Plat. During the Diligence Period, the Battle North and the Town will negotiate mutually acceptable terms and conditions to which such conveyances will be subject, and the Deeds will incorporate as applicable:

(i) Reserved Easement(s). Battle North may, reserve general, blanket easements within the Town Parcels, except for the parcel depicted on the Concept Plan as the Highlands Parcel and the Rec Center Parcel, for construction, ownership, operation, maintenance, repair and replacement of existing and to-be-constructed utilities, roads, pedestrian crossings, sidewalks, bike paths, the Water Distribution System and similar Infrastructure Improvements required or desirable in connection with development of the Battle Retained Parcels ("**Reserved Easement(s)**"). The engineering requirements of Infrastructure Improvements (excluding the Water Treatment System) within, and the final "as-built" locations of, the Reserved Easements will be subject to Town review and approval in connection with preliminary and final plats for development within the Battle Retained Parcels. The legal descriptions and locations of the Reserved Easements will be subject to modification to conform to such final "as built" conditions. Any blanket easement that has not been narrowed to its final engineered location within fifteen (15) years of the Effective Date shall automatically terminate, and be void and unenforceable.

(ii) Deed Restriction(s). Battle North and the Town may mutually agree upon certain use restrictions with respect to a particular Town Parcel for the benefit of and enforceable by Battle North and the Battle Retained Parcels ("**Deed Restriction(s)**"). The Rec Center Parcels will incorporate a Deed Restriction that limits use of the Rec Center Parcels to community, recreation, artistic, child care, and/or entertainment, and similar uses to be determined by the Parties and not more than three employee/caretaker units, and the Deed(s) for other Town Parcels may incorporate similar or different Deed Restrictions generally consistent with the permitted uses under the Holding Zone. The other Town Parcels will incorporate a deed restriction to exclude industrial uses of those parcels without the written consent of Battle Mountain.

(iii) Exceptions. All matters of Record the Town has not caused to be removed from Schedule B-II of the Title Commitment for the applicable Town Parcel ("**Exceptions**").

(b) Restrictions. Battle North and the Town anticipate that different Restrictions will encumber different Restricted Parcels in different ways and on different terms. During the Diligence Period, Battle North and the Town will negotiate mutually acceptable terms and conditions of the specific Restrictions that will encumber each of the Restricted Parcels, together with the forms thereof. Such Restrictions may include all or any combination of the following:

(i) Perpetual Easements. It is anticipated that each Restricted Parcel will be encumbered by a perpetual easement agreement ("**Perpetual Easement Agreement(s)**") pursuant to which Battle North will grant to the Town a perpetual non-exclusive easement ("**Perpetual Easement(s)**") over, across and within such Restricted Parcel, or specified area therein, for the Town's benefit in order to provide a specific scope of access and/or utility purposes, use, and/or benefit. For the Highlands Parcel, Battle North will grant at Closing to the Town an easement for access and utility purposes across the OTP Area to the Highlands Area at a location and in a size mutually agreeable to the parties. For parcels other than the Highlands Area, such scope may include active or passive non-motorized recreational uses, the provision of legal and physical access to and from other Town Parcels or a public road, and similar matters. The Perpetual Easement Agreements will expressly reserve to Battle North, as grantor, and incorporate Battle North's general right to use the Restricted Parcels for purposes that do not unreasonably conflict with or impair the Town's use and enjoyment of the Perpetual Easement(s), including but not limited to construction, ownership, operation, maintenance, repair and replacement of existing and to-be-constructed utilities, roads, pedestrian crossings, sidewalks, bike paths, the Water Distribution System and similar Infrastructure Improvements required or desirable in connection with development of the Battle Retained Parcels (the "**Reserved Uses**"). The infrastructure types, locations and engineering requirements (except the Water Treatment System) of such Reserved Uses and Infrastructure Improvements will be subject, and the final "as-built" locations of the Reserved Uses will be established pursuant, to Town review and approval in connection with approval of preliminary and final plats for development within the Battle Retained Parcels.

(ii) Restrictive Covenants. It is anticipated that each Restricted Parcel may be encumbered by a covenant that restricts Battle North's use of the Restricted Parcels to only those uses allowed within the Bolts OS/Rec District as of the Effective Date or such other or additional future site-specific uses as the Parties otherwise agree is necessary to implement the intent of this agreement ("**Restrictive Covenant(s)**"). As Battle North and the Town may mutually agree during the Diligence Period, the Restrictive Covenants for particular Restricted Parcels may be incorporated into the applicable Perpetual Easement Agreement (i.e., as an express limitation of the Reserved Uses) or may be set forth in a separate instrument in a mutually agreed upon form suitable for Recording. No Restrictive Covenant for any Restricted Parcel will require Town review or approval for, preclude, constrain, impair or otherwise restrict activities which are necessary or desirable to comply with EPA or CDPHE rules, regulations or requirements, or activities which are necessary or desirable to comply with or otherwise implement the Reservoir Agreement.

(iii) Purchase Options. At the election of the Town, upon such terms and conditions, and utilizing such form(s) as Battle North and the Town may mutually agree during the Diligence Period, certain of the Restricted Parcels may be made subject to Battle North's grant to the Town of an option to acquire fee title to such Restricted Parcel ("**Purchase Option**"). Each Option will be exercisable by The Town for a period of twenty-five (25) years from the Closing Date and will cost The Town no more than one dollar ($1.00). As Battle North and the Town may mutually agree during the Diligence Period, the Purchase Option for particular Restricted Parcels may be incorporated into the applicable Perpetual Easement Agreement or may be set forth in a separate instrument. If

set forth in a separate instrument, such separate instrument will not be Recorded, but Battle North and the Town may Record a mutually agreed upon short form memorandum of Purchase Option as part of the Closing.

(c) Policies of Title Insurance. The Town, in its sole discretion and at its sole expense, may elect to purchase such Title Policy(ies) as the Town deems appropriate with respect to the Property Interests. Battle North, in its sole discretion and at its sole expense, may elect to purchase such policy(ies) of title insurance for the Reserved Easements as Battle North deems appropriate.

(d) Disposition of Previously Escrowed Funds. All remaining escrow funds pursuant to the Escrow Agreements and the Funding Agreement will be disbursed to the Town.

(e) Escrow Closing. On or prior to the Closing Date, each of Battle North and the Town will deposit into escrow with the Title Company (in such capacity, "**Escrow Agent**"), subject to the terms and conditions to be set forth in an escrow agreement executed by and among Escrow Agent and the applicable Parties ("**Escrow Agreement**") regarding the release, delivery and, as applicable, Recording of the following funds, documents and instruments (fully executed and notarized by Battle North and/or the Town as applicable):

(i) Battle North's Deliveries.

a. A Deed for each of the Town Parcels.

b. A counterpart original Stipulation (pursuant to Section 8(a)) containing Battle's fully executed signature page(s) thereto.

c. An original Release of Claims (pursuant to Section 8(b)(i)) containing Battle's fully executed signature page(s) thereto.

d. A certificate of non-foreign status, which provides that Battle North is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and there is no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Battle North in connection with the Closing (as defined in the regulations issued under said Section 1445).

e. Such certificates and affidavits as the Title Company reasonably and customarily requires of a seller of real property or grantor of insurable interests therein to issue an extended coverage Title Policy.

f. Such funds as Battle North is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 7(e)(iii)e.

(ii) Town's Deliveries.

a. A counterpart original Stipulation (pursuant to Section 8(a)) containing the Town's fully executed signature page(s) thereto.

b. An original Release of Claims (pursuant to Section 8(b)(ii)) containing the Town's fully executed signature page(s) thereto.

c. Such certificates and affidavits as the Title Company reasonably and customarily requires of a purchaser of real property or grantee of insurable interests therein to issue the Title Policy.

d. Such funds as the Town is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 7(e)(iii)e, including but not limited to the Town's payment of the premium for and applicable endorsements to the Title Policy(ies).

(iii) Mutual Deliveries.

a. The Escrow Instructions.

b. The Perpetual Easement Agreements.

c. The Restrictive Covenants, if any, that are not incorporated within the Perpetual Easement Agreements,

d. Short form memoranda of Purchase Options, if any, as contemplated pursuant to Section 7(b)(iii).

e. A closing settlement statement prepared by the Title Company setting forth credits, adjustments and prorations between and among Battle North and the Town, the net funds due to or from Battle North, and the net funds due to or from the Town ("**Closing Settlement Statement**").

f. Such other documents as the Title Company reasonably and customarily requires parties to a commercial real estate transaction, or which Battle North and the Town otherwise may have agreed in this Agreement, to deliver at the Closing.

(f) Costs, Prorations and Adjustments. As to be set forth in the Closing Settlement Statement (and without limitation of other costs and expenses that may be reflected therein), Battle North and the Town will be responsible for payment at Closing of:

(i) Property Taxes. Subject to and as calculated and determined pursuant to Section 7(f)(iv), Battle North will be responsible for payment of all *ad valorem* property taxes (including special assessments and personal property taxes (if any), but excluding real estate transfer taxes, if any, which are payable by the buyer/grantee) applicable to the Town Parcels through and including the date immediately preceding the Closing Date, comprised of: (A) those for which tax bills have been issued as of the Closing Date (for years prior to the year of Closing), the amount of such obligations is known as of the Closing Date, and are due and payable in the year of Closing ("**Current Property Taxes**"); and (B) those for the year of Closing which will be due and payable in arrears, for which

tax bills will be issued due and payable in the year following the year of Closing ("**Deferred Property Taxes**").

(ii) Battle's Costs and Adjustments. Battle North will pay: (A) to the extent not paid prior to the Closing Date, the Current Property Taxes; (B) Battle North's own attorneys' fees; (C) the premium payable in connection with issuance of the policy(ies) of title insurance, if any, that Battle North elects to obtain for the Reserved Easements; and (D) fifty percent (50%) of (1) the documentary taxes due upon the execution and Recording of the Deeds and other closing documents; (2) Recording costs in connection with the Recording of the Deeds and other documents to be recorded at Closing; and (3) the fees, costs and expenses of the Escrow Agent pursuant to the Escrow Agreement.

(iii) The Town's Costs and Adjustments. The Town will pay: (A) real estate transfer taxes, if any, which are payable by the buyer/grantee with respect to conveyance of the Property Interests; (B) the Town's own attorneys' fees; (C) the fees and premiums payable in connection with the Title Commitment(s) and issuance of any Title Policy(ies) the Town elects to obtain for the Property Interests; and (D) fifty percent (50%) of (1) the documentary taxes due upon the execution and Recording of the Deeds and other closing documents; (2) Recording costs in connection with the Recording of the Deeds and other documents to be recorded at Closing; and (3) the fees, costs and expenses of the Escrow Agent pursuant to the Escrow Agreement.

(iv) Calculation of Prorations; True Up. For purposes of calculating prorations, Battle North will be the owner of the Town Parcels through and including the day immediately preceding the Closing Date, and the Town will be the owner of the Town Parcels and other Property Interests as of and following the Closing Date. Accordingly, items subject to proration pertaining to the period prior to the Closing Date will be allocated to Battle North and items subject to proration pertaining to the period starting on and including the Closing Date will be allocated to the Town. All such prorations will be made on the basis of the actual number of days of the year and months which will have elapsed as of the Closing Date. Items of income and expense for the period prior to the Closing Date will be for the account of Battle North, all as determined by the accrual method of accounting. The proration for Taxes will be readjusted based on the actual invoice for Taxes upon the written request of either Party made no later than one year after the Closing Date. Without limitation of the foregoing:

a. Current Property Taxes. Battle North's payment of Current Property taxes pursuant to clause (A) of Section 7(f)(ii) will be final as of the Closing Date and will not be subject to later adjustment.

b. Deferred Property Taxes. It is anticipated that (and Battle North and the Town will coordinate as may reasonably be necessary to cause) the County Assessor will establish separate tax parcels for the Town Parcels after Recording of the Deeds (to the extent any such Town Parcels were not separate tax parcels prior to the Closing Date), and will issue to Battle North tax bills for the Deferred Property Taxes on the Town Parcels (i.e., taxes assessed on the Town Parcels for the year of Closing that will be due and payable in the year following Closing) in

the year following Closing. If the Town receives tax bills for Deferred Property Taxes payable for the Town Parcels, the Town will promptly deliver such tax bills (or copies thereof) to Battle North. Whether Battle North receives tax bills for the Deferred Property Taxes payable for the Town Parcels directly from the County Assessor or from the Town, Battle North will fully and timely pay such Deferred Property Taxes (for the period of the year of Closing through and including the day immediately preceding the Closing Date) in accordance with the terms of such tax bills. Battle North will retain all rights to contest valuation of the Town Parcels and the amount of Deferred Property Taxes payable. Battle North's obligation to pay the Deferred Property Taxes will survive Closing until fully performed.

c. Other. All other costs and expenses in connection with the Closing and not otherwise specifically addressed in this Section 7(f) will be allocated to and paid by Battle North and the Town in the manner in which such costs and expenses are customarily allocated between the parties at closings of commercial property transactions in Eagle County, Colorado.

8. **Mutual Release and Dismissal of Litigation**. On the Closing Date or as promptly thereafter as practicable, the Parties will coordinate to implement the Settlement by:

(a) Dismissal with Prejudice. The Parties will mutually execute, deposit in escrow pursuant to the Escrow Agreement, and cause to be filed with the Court a Stipulation for Dismissal with Prejudice in the Litigation ("**Stipulation**"), dismissing all claims in the Litigation with prejudice, with each Party to bear its own attorneys' fees and costs.

(b) Mutual Release. Concurrently with filing of the Stipulation for Dismissal, each of the Parties will execute, deposit in escrow pursuant to the Escrow Agreement, and cause to be delivered to the others a written instrument ("**Release of Claims**") which, without limitation, releases any and all claims, actions, demands, rights, defenses, liabilities, damages and causes of action, whether in law or in equity, whether as of this date known or unknown, and whether asserted or unasserted, of whatsoever kind or character (collectively, "**Claims**") that were asserted, or could have been asserted in the Litigation, and all Claims arising from the transactions or occurrences that are the subject matter of the Litigation, as follows:

(i) Battle's Release. Battle, on behalf of itself, and its members, managers, shareholders, officers, directors, limited partners, general partners, affiliates, employees, agents, successors, assigns, and anyone claiming by, through or under Battle, releases, remises and forever discharges the Town and the Town's board members, managers, employees, agents, successors and assigns of and from any and all Claims, which Battle now has or may claim to have in the future, arising from or based in whole or in part upon any act, omission, event, transaction, matter or thing involved, or arising directly or indirectly from or in connection with any portion of the Original Property, the Annexation, the Resort Project, the Prior Agreements, the PUD Preliminary Plan and/or the Litigation.

(ii) Town's Release. The Town, on behalf of itself, and board members, managers, employees, agents, successors, assigns, and anyone claiming by, through or under the Town, releases, remises and forever discharges Battle, and Battle's members,

managers, shareholders, officers, directors, limited partners, general partners, affiliates, employees, agents, successors, and assigns of and from any and all Claims, which the Town now has or may claim to have in the future, arising from or based in whole or in part upon any act, omission, event, transaction, matter or thing involved, or arising directly or indirectly from or in connection with any portion of the Original Property, the Annexation, the Resort Project, the Prior Agreements, the PUD Preliminary Plan and/or the Litigation.

9. **Term; Intent**. Unless the Parties otherwise agree in writing, or a Party earlier terminates this Agreement pursuant to a termination right set forth in this Agreement, the term of this Agreement will commence on the Effective Date and will expire and be of no further force or effect on the earlier to occur of: (a) the date on which the Settlement is fully implemented pursuant to Section 8; and (b) April 30, 2024; provided, however, in the event of a Legal Challenge, this Agreement will remain in effect until the earlier to occur of: (x) the second (2nd) anniversary of the Effective Date; and (y) the date on which Final Approval occurs following a successful resolution of the Legal Challenge. The intent of this Agreement is for the Parties to pursue and complete the matters contemplated in this Agreement, including but not limited to securing Final Approval of the Approvals. Accordingly, during the term of this Agreement, no Code provision which precludes the submittal and processing of land use applications or similar matters, including but not limited to Code Section 13-21-740 (regarding the effect of pending litigation or appeal), will apply to the Battle North Property, Battle, the Applications, the Approvals, this Agreement or any other matters this Agreement addresses.

10. **No Admission of Liability**. This Agreement is entered into in the interest of avoiding further cost, expense and time associated with the Litigation and resolution of the disputes. Each Party expressly denies any liability, and nothing set forth in this Agreement will be construed as an admission of liability.

11. **No Third-Party Beneficiaries**. There are no intended third-party beneficiaries of this Agreement. Enforcement of the terms and conditions of this Agreement is, and all rights of action relating to this Agreement are, strictly reserved to the Parties and their successors and assigns. Nothing contained in this Agreement will give or allow any claim or right of action by any other or third person. Other than the Parties and their respective successors and assigns, anyone receiving a benefit from this Agreement is an incidental beneficiary only and will have no rights under or pursuant to this Agreement.

12. **Governing Law; Venue**. This Agreement will be interpreted in accordance with, and governed by, the laws of the State of Colorado. Venue for any dispute will be in District Court for Eagle County, Colorado.

13. **Entire Agreement; Successors in Interest**. This Agreement contains the entire agreement among the Parties with regard to the matters set forth in it and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter of this Agreement. This Agreement is binding upon the Parties and their respective successors and assigns.

14. **Captions**. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or Section of this Agreement.

15. **Time of the Essence**. Time is of the essence in the Parties' performance of their respective obligations imposed by this Agreement.

16. **Severability**. The Parties have bargained for and negotiated the terms and provision of this Agreement based on the assumption that each and every provision is legally valid and enforceable. If a court of competent jurisdiction, notwithstanding the foregoing, holds any part, term, or provision of this Agreement to be invalid, void or unenforceable, the remaining portions or provisions of this Agreement will continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining, or would substantially deprive such Party of the benefit of its bargain. If a court order invalidates, voids, or renders unenforceable any provision that concerns a material term of this Agreement, the Parties will amend this Agreement, or in the absence of mutual agreement to amend this Agreement any Party may seek a Court order to judicially reform this Agreement, in a manner which re-establishes the equities and benefits of the bargain and most fully implements the Parties' original intent and objectives.

17. **No Construction Against Drafter; Advice of Counsel**. Each Party has consulted with their respective legal counsel concerning, and has cooperated in, the drafting and preparation of this Agreement. In construing any provision of this Agreement, any rule favoring construction against the drafter will not apply against any Party.

18. **Attorneys' Fees and Costs**. If a Party commences any legal action to interpret or enforce the terms of this Agreement, the substantially prevailing Party in any litigation, arbitration or other proceeding related thereto will be awarded its attorney fees and costs associated with responding to or prosecuting such action. In the event of multiple claims, the "substantially prevailing Party" will be determined by the court, arbitrator or similar applicable deciding body, with reference to which Party prevailed on more claims, the value of those claims, and the nature and amount of relief awarded.

19. **Facsimile/Scanned Signatures/Counterparts**. Signatures may be evidenced electronically, by facsimile or a scan. A facsimile transmitted or scanned copy of this Agreement (including a PDF) executed by a Party will be accepted as an original signature for all purposes. This Agreement may be executed in several counterparts, each of which will be construed together as one original.

20. **Effect of Termination of Agreement**. If this Agreement is terminated for any reason permitted under this Agreement prior to full implementation of Settlement pursuant to Section 8, the Parties will be returned to their respective positions in the Litigation as if no settlement was reached. The Town will have no obligation to return to Battle any portion of the funds deposited pursuant to Section 1. Except to the extent the Parties stay and/or dismiss the Litigation pursuant to this Agreement, this Agreement will have no bearing on the Litigation, and no statements made or agreed to in this Agreement will have any binding effect or influence on the Litigation.

[Signature Pages and Exhibits Follows This Page]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the Effective Date.

TOWN OF MINTURN,
a Colorado home rule municipal corporation

By: _____
Name: Earle Bidez
Title: Mayor

TOWN COUNCIL FOR THE TOWN OF MINTURN,
the legislative body of the Town of Minturn

By: _____
Name: Earle Bidez
Title: Mayor

MINTURN WATER AND SANITATION ACTIVITIES ENTERPRISE,
an enterprise fund established pursuant to C.R.S. §37-45.1-101 *et seq*.

By: _____
Name: Earle Bidez
Title: Mayor

Battle One Developer, LLLP,
a Georgia limited liability limited partnership

By: Bassel Battle Investment, Corp.,
a Colorado corporation,
its General Partner

By: _____
Name: Lorne Bassel
Title: President

Battle Two Developer, LLLP,
a Georgia limited liability limited partnership

By: Bassel Battle Investment, Corp.,
a Colorado corporation,
its General Partner

By: _____
Name: Lorne Bassel
Title: President

Battle North, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Battle South, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Battle One A Developer, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Exhibit A
Concept Plan

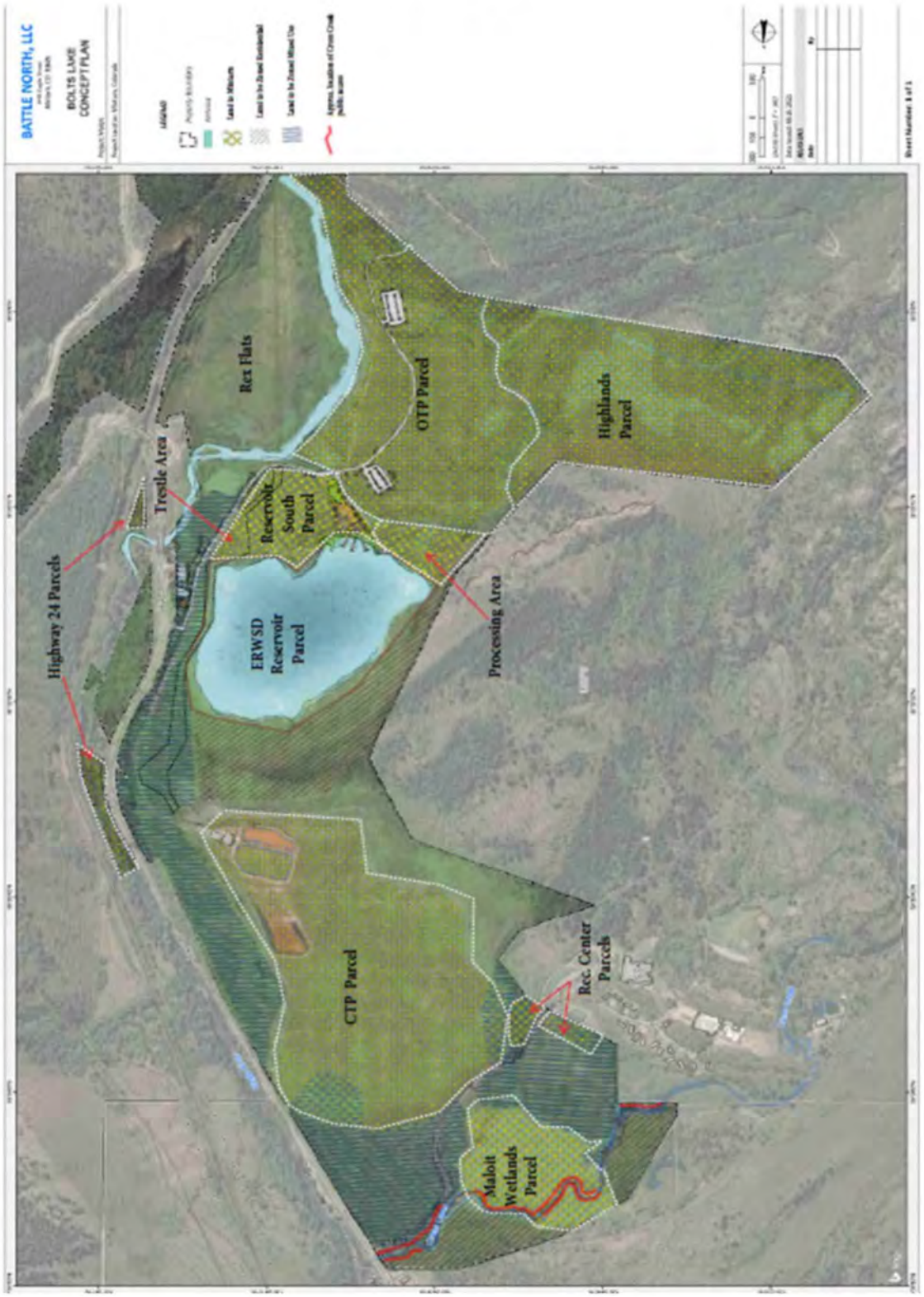


Exhibit A
to Settlement Agreement
Page 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

No Documentary Transfer Tax Payable.
Grantee is a political subdivision of the State of Colorado. C.R.S. § 39-13-104(1)(a)

ATTENTION:

Exhibit B
FORM OF DEED
STATUTORY FORM – C.R.S. § 38-30-113(b)]

BATTLE NORTH, LLC, a Georgia limited liability company (together with its successors and assigns, "**Grantor**"), whose street address is 164 Railroad Ave., Minturn, CO 81645, for the consideration of Ten and 00/100 Dollars ($10.00), in hand paid, and other good and valuable consideration described herein, hereby sells and conveys to TOWN OF MINTURN (together with its successors and assigns, "**Grantee**"), whose street address is _____, fee simple title to the real property that is legally described and graphically depicted at **Exhibit A** attached hereto and made a part hereof (the "**Land**"), and warrants the title to the Land against all persons claiming under Grantor; subject, however, to the following:

(a) As set forth in **Exhibit B** attached hereto and made a part hereof: (i) the easements reserved to Grantor (the "**Reserved Easement**"); and (ii) the limitations and restrictions applicable to Grantee's uses of the Land for the benefit of and appurtenant to Grantor's adjacent properties, which limitations and restrictions will run with title to the Land and be legally enforceable against Grantee and the Land by Grantor ("**Deed Restriction**"); and **[Retain or delete Deed Restriction as applicable]**

(b) The matters set forth in **Exhibit C** (the "**Exceptions**") attached hereto and made a part hereof.

Signed the ____ day of _____, 202___, to be made effective the ___ day of _____, 202___.

Battle North, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President
Date: _____, 202__

PROVINCE OF _____)
) ss:
CITY OF _____)

BE IT REMEMBERED, that on this ___ day of _____, 202__, before me the undersigned, a notary public in and for the Province and the City aforesaid, came Lorne Bassel, in his capacity as President of Bassel Battle Investment, Corp., a Colorado corporation, as Manager of Battle North LLC, a Georgia limited liability company, who is personally known to me to be the same person who executed this instrument of writing, and said person fully acknowledged this instrument to be the free act and deed of said Lorne Bassel.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

_____

Notary Public

My appointment expires: _____

Exhibit A
to Special Warranty Deed
Legal Descriptions and Graphic Depictions of the Land

(To be inserted based on approved and Recorded Exemption Plat)

Exhibit B
to Special Warranty Deed
Deed Restriction and Reserved Easement

RESERVED EASEMENT

The conveyance to Grantee of the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed is subject to Grantor's reservation of a general blanket easement (the "**Reserved Easement**") for construction, ownership, operation, maintenance, repair and replacement of existing and to be constructed utilities, roads, pedestrian crossings, sidewalks, bike paths and similar improvements (the "**Permitted Improvements**") within the Land for the benefit of Grantor's (or its successor's) land to be served by such Permitted Improvements.

The locations and engineering requirements of Permitted Improvements within the Reserved Easements will be subject to applicable Town of Minturn rules and regulations pursuant to and established by the preliminary and final plat process for development of Grantor's (or its successor's) land to be served by such Permitted Improvements.

At Grantee's election, the general, blanket Reserved Easement described above may be modified and narrowed to correspond to the final "as built" locations, configurations and legal descriptions based on the final engineering designs for the Permitted Improvements and related considerations as established in connection with the final plat process described above. If Grantee so requests in writing, Grantor and Grantee will by mutual agreement execute and Record an amendment to this Exhibit B which sets forth the specific legal description and graphic depiction of the Reserved Easement in its "as built" location and configuration established in connection with such final plat process.

DEED RESTRICTION

[Insert or delete, as applicable]

Exhibit C
to Special Warranty Deed
Exceptions

Conveyance of the Land pursuant to the foregoing Special Warranty Deed is subject to the following Exceptions:

(to be inserted/incorporate from applicable Title Commitment Schedule B-II)

EXHIBIT B

LEGAL DESCRIPTION – HIGHLANDS 1 PARCEL

A parcel of land located in H.E.S. No. 41 as patented March 7, 1912 in Section 2, Township 6 South, Range 81 West, 6th P.M., more particularly described as follows:

Beginning at angle point No. 3 of said H.E.S. No. 41 an original stone monument found in place, whence the southwest corner of Section 36, Township 5 South, Range 81 West of the 6th P.M, bears N07°52'21"E a distance of 4828.57 feet; thence from the Point of Beginning S44°15'35" W a distance of 992.47 feet along the 3-4 line of said H.E.S. No. 41; thence along the 4-5 line of said H.E.S. No. 41 S38°40'30" E a distance of 133.84 feet to a point on the northern boundary of the 40 foot wide Cross Creek Parcel as recorded at reception number 202202329;

thence the following 54 courses along said northern boundary of the Cross Creek Parcel:

1. thence N32°39'21"E a distance of 27.83 feet;
2. thence N51°22'40"E a distance of 60.49 feet;
3. thence N57°17'27"E a distance of 81.86 feet;
4. thence N28°51'58"E a distance of 17.48 feet;
5. thence N37°59'43"E a distance of 40.08 feet;
6. thence N59°32'43"E a distance of 36.90 feet;
7. thence N79°41'59"E a distance of 25.11 feet;
8. thence N59°28'21"E a distance of 12.12 feet;
9. thence N29°00'22"E a distance of 9.26 feet;
10. thence N01°30'29"E a distance of 7.78 feet;
11. thence N15°41'15"W a distance of 25.00 feet;
12. thence N30°19'19"E a distance of 60.07 feet;
13. thence N45°20'15"E a distance of 69.82 feet;
14. thence N80°43'22"E a distance of 64.07 feet;
15. thence N74°01'07"E a distance of 79.28 feet;
16. thence N59°31'42"E a distance of 161.00 feet;
17. thence S76°40'51"E a distance of 30.12 feet;
18. thence S50°54'02"E a distance of 73.00 feet;
19. thence S65°50'54"E a distance of 48.74 feet;
20. thence S72°43'32"E a distance of 44.10 feet;
21. thence S55°22'06"E a distance of 56.36 feet;
22. thence S71°34'21"E a distance of 81.30 feet;
23. thence S81°19'48"E a distance of 52.56 feet;
24. thence S57°21'03"E a distance of 52.70 feet;
25. thence S64°54'54"E a distance of 53.72 feet;
26. thence S69°30'00"E a distance of 56.02 feet;
27. thence S46°49'29"E a distance of 34.38 feet;
28. thence N71°56'14"E a distance of 44.33 feet;
29. thence S58°11'01"E a distance of 65.31 feet;
30. thence S74°03'40"E a distance of 24.97 feet;
31. thence N77°15'36"E a distance of 54.42 feet;
32. thence N47°40'31"E a distance of 25.21 feet;
33. thence N89°12'17"E a distance of 62.32 feet;
34. thence S87°39'42"E a distance of 140.68 feet;

35. thence S59°38'48”E a distance of 57.24 feet;
36. thence S71°30'33”E a distance of 27.33 feet;
37. thence S82°12'51”E a distance of 54.26 feet;
38. thence S77°43'20”E a distance of 106.59 feet;
39. thence S70°35'49”E a distance of 65.95 feet;
40. thence S87°25'05”E a distance of 55.95 feet;
41. thence N76°07'16”E a distance of 27.53 feet;
42. thence N13°39'39”E a distance of 66.59 feet;
43. thence S85°50'53”E a distance of 72.54 feet;
44. thence N50°35'41”E a distance of 22.66 feet;
45. thence N34°29'42”E a distance of 101.73 feet;
46. thence N69°09'13”E a distance of 31.70 feet;
47. thence S86°10'16”E a distance of 83.45 feet;
48. thence N84°39'57”E a distance of 56.51 feet;
49. thence S53°23'43”E a distance of 29.64 feet;
50. thence N88°59'36”E a distance of 17.27 feet;
51. thence N65°07'19”E a distance of 39.81 feet;
52. thence N54°04'58”E a distance of 36.08 feet;
53. thence S14°44'58”E a distance of 4.99;
54. thence S11°51'41”E a distance of 38.71 feet to a point on the western boundary of the OTP Parcel;

thence along said western boundary of the OTP Parcel N 01°40'27" W a distance of 281.58 feet to a point on the southern boundary of the Soil Processing Parcel; thence along said southern boundary of said Soil Processing Parcel N 69°04'25” W a distance of 231.93 feet to angle point 2 of H.E.S 41; thence N 82°15’42” W a distance of 1508.05 feet along the 2-3 line of said H.E.S. 41; to the Point of Beginning, containing 22.29 acres more or less.

_____

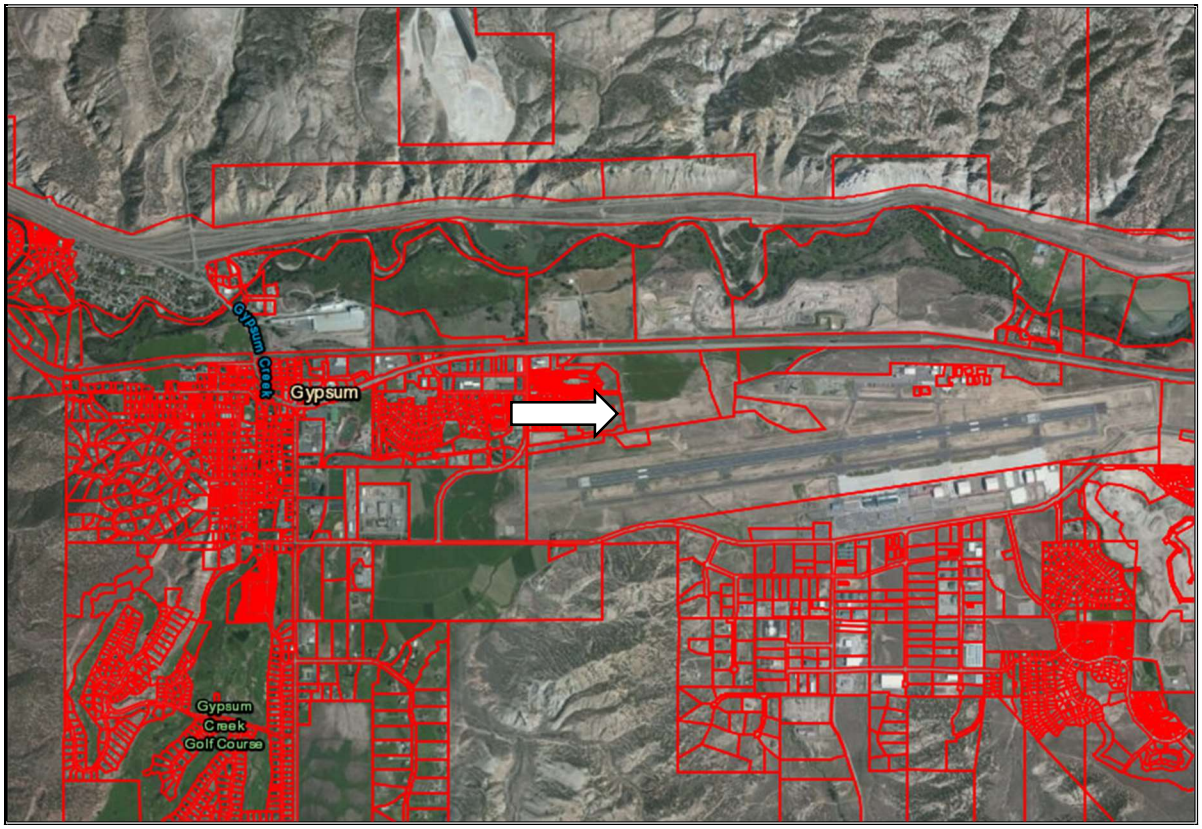
Legal Description Prepared By:
Michael J. Gamba, P.E. & P.L.S. 28036
For and on behalf of Gamba & Associates, Inc.
113 Ninth Street, Suite 214
Glenwood Springs, CO 81601

EXHIBIT C

Sale Maps

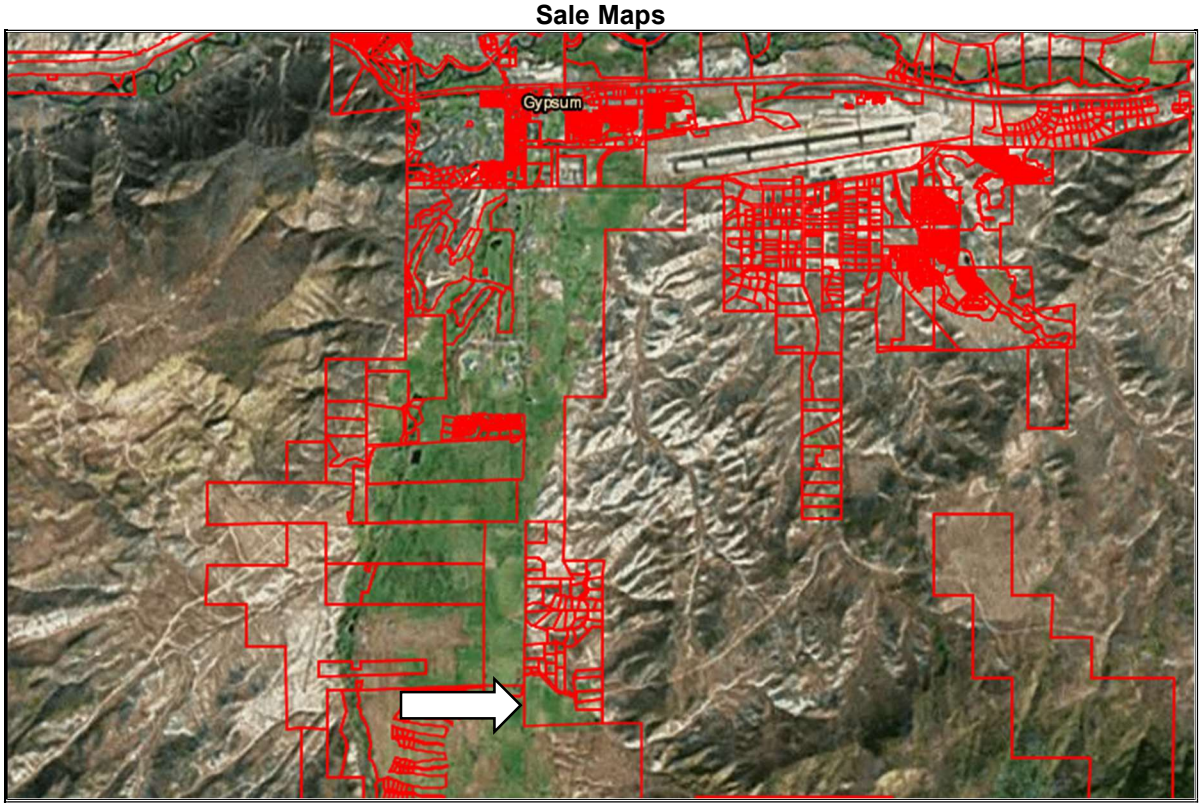


Sale 1



Sale 2

Sale Maps



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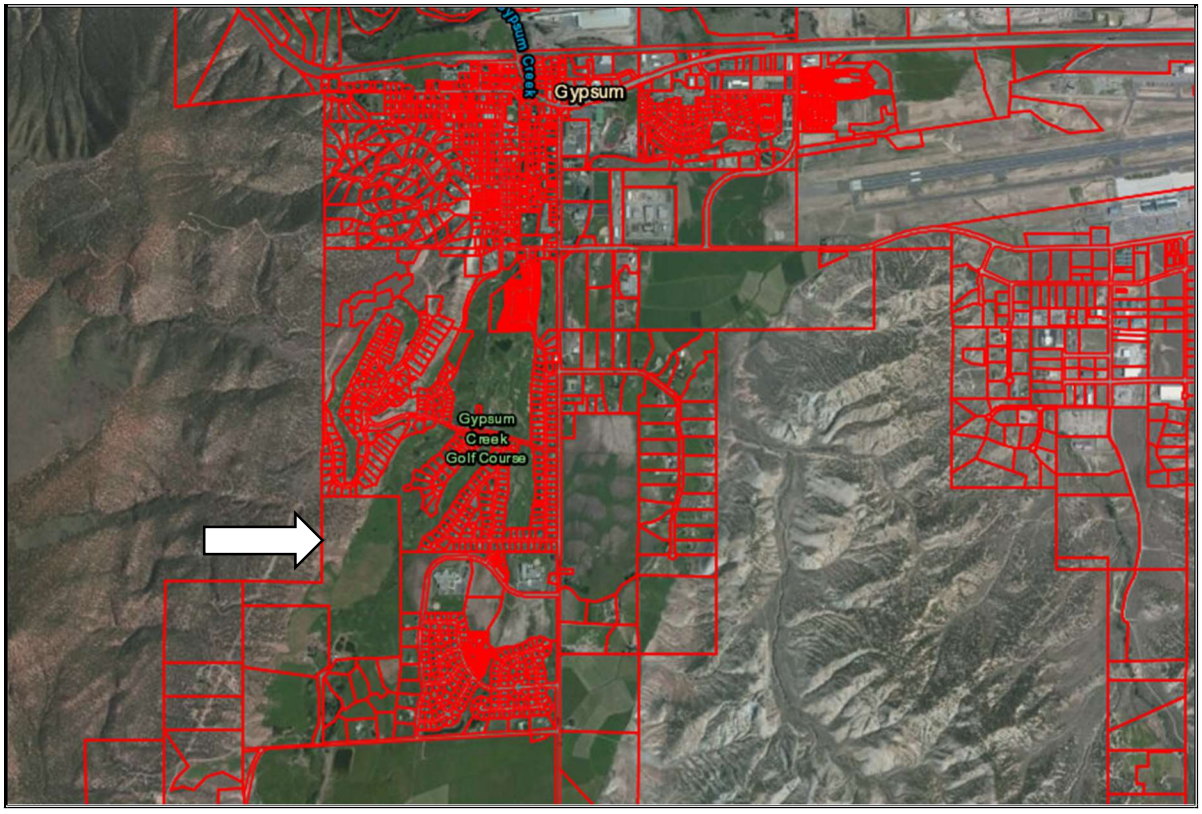
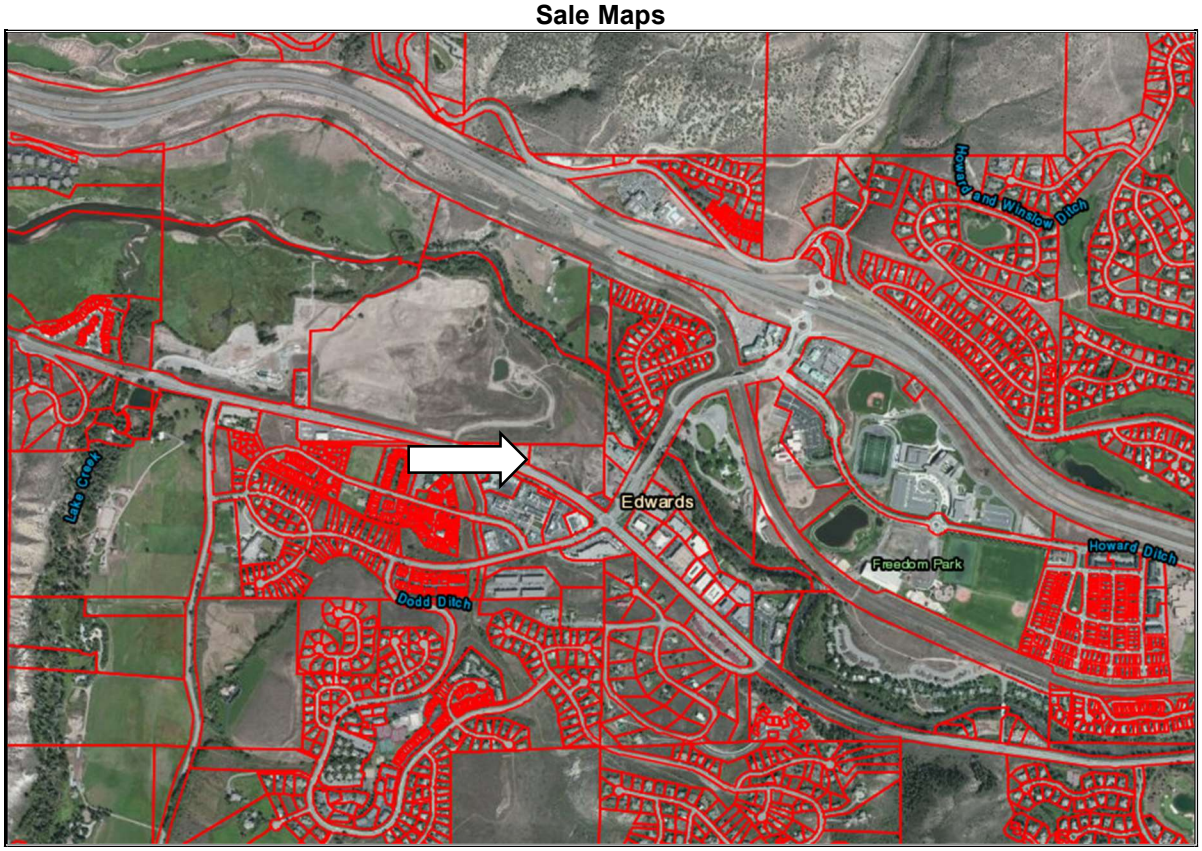
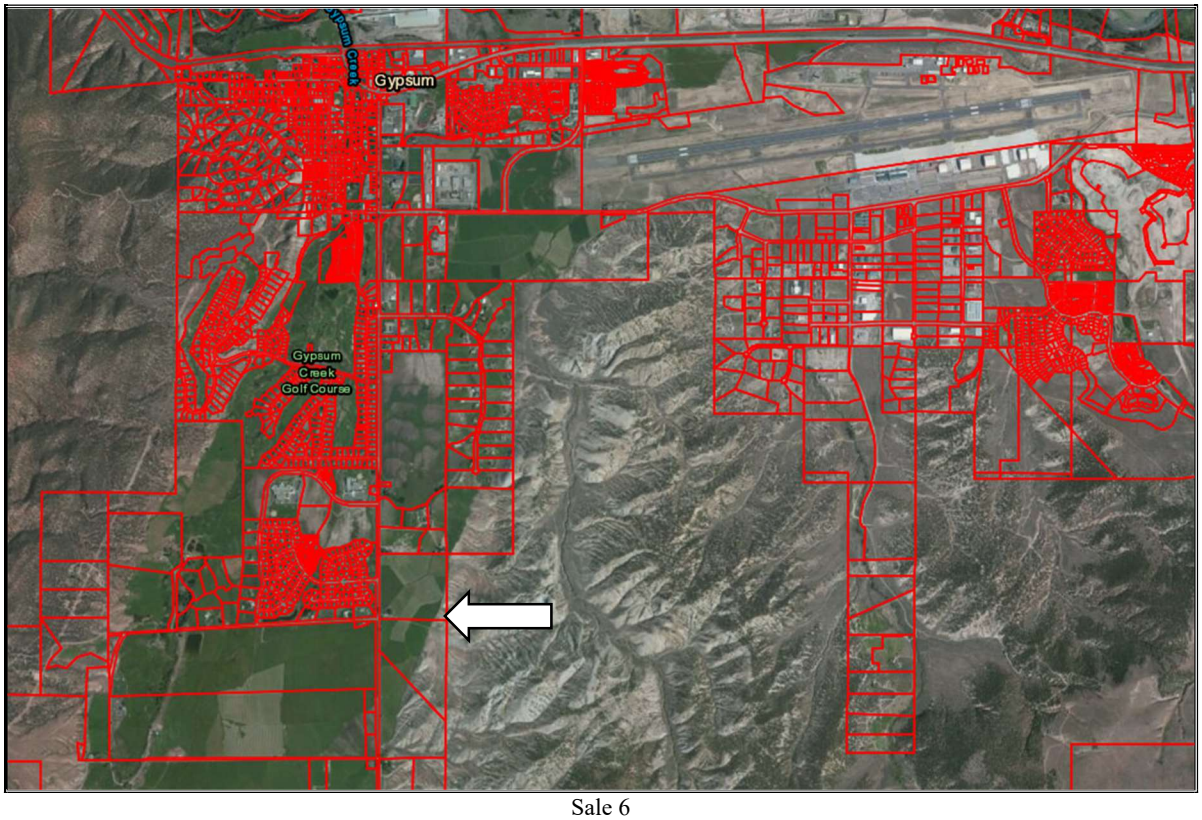


Sale 4

Sale Maps

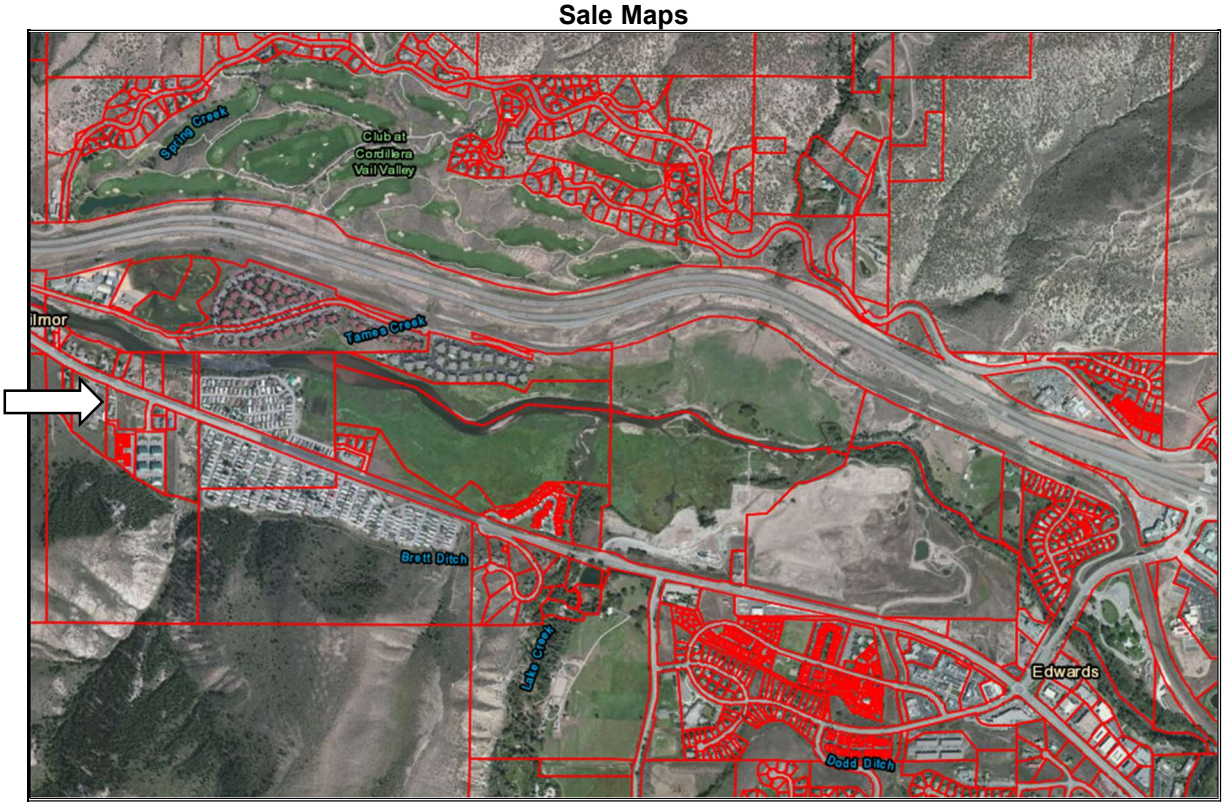


Sale 5

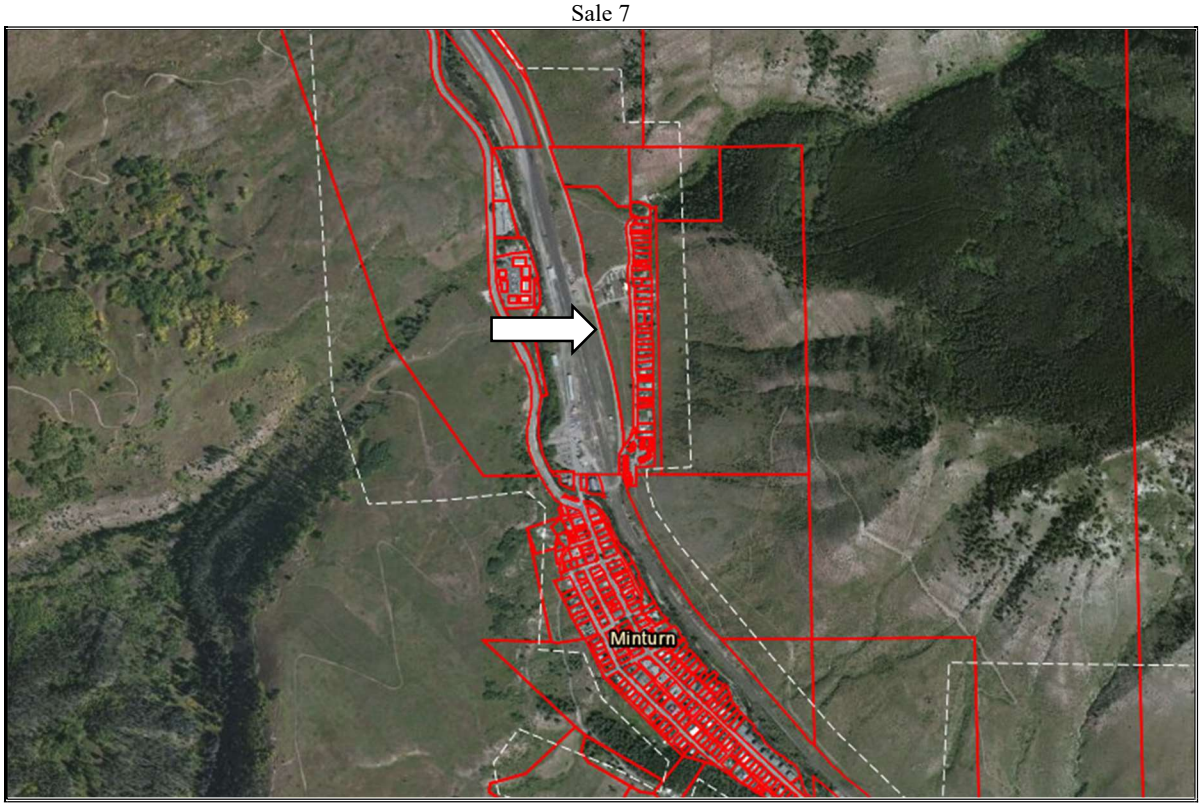


Sale 6

Sale Maps



Sale 7



Sale 8

EXHIBIT D

LEGAL DESCRIPTION – HIGHLANDS 2 PARCEL

A parcel of land located in H.E.S. No. 41 as patented March 7, 1912 in Section 2, Township 6 South, Range 81 West, 6th P.M., more particularly described as follows:

Beginning at a point on the 4-5 line of said H.E.S. No. 41 whence the southwest corner of Section 36, Township 5 South, Range 81 West of the 6th P.M, bears N12°27'25"E a distance of 5767.0 feet; thence from the Point of Beginning S38°40'30" E a distance of 209.77 feet along the 4-5 line of said H.E.S. No. 41; thence S79°06'56"E a distance of 2494.04' feet along the 4-5 line of said H.E.S. No. 41 to a point on the western boundary of the OTP Parcel; thence the following 6 courses along the western boundary of the OTP Parcel:

1. N15°13'47"W a distance of 247.86 feet;
2. N17°58'47" W a distance of 88.45 feet;
3. N30°17'18"W a distance of 151.62 feet;
4. N35°17'22"W a distance of 95.77 feet;
5. N15°16'35"W a distance of 182.95 feet;
6. N01°40'27"W a distance of 206.83 feet to a point on the southern boundary of the 40 foot wide Cross Creek Parcel as recorded at reception number 202202329;

thence the following 52 courses along the southern boundary of said 40-ft wide Cross Creek Parcel:

1. thence S54°04'58"W a distance of 22.36 feet;
2. thence S65°07'19"W a distance of 52.13 feet;
3. thence S88°59'36"W a distance of 39.34 feet;
4. thence N53°23'43"W a distance of 27.94 feet;
5. thence S84°39'57"W a distance of 44.39 feet;
6. thence N86°10'16"W a distance of 77.90 feet;
7. thence S69°09'13"W a distance of 10.47 feet;
8. thence S34°29'42"W a distance of 94.91 feet;
9. thence S50°35'41"W a distance of 44.30 feet;
10. thence N85°50'53"W a distance of 54.66 feet;
11. thence S13°39'39"W a distance of 56.99 feet;
12. thence S76°07'16"W a distance of 57.57 feet;
13. thence N87°25'05"W a distance of 67.65 feet;
14. thence N70°35'49"W a distance of 69.37 feet;
15. thence N77°43'20"W a distance of 102.54 feet;
16. thence N82°12'51"W a distance of 56.44 feet;
17. thence N71°30'33"W a distance of 35.23 feet;
18. thence N59°38'48"W a distance of 51.42 feet;
19. thence N87°39'42"W a distance of 129.61 feet;
20. thence S89°12'17"W a distance of 46.06 feet;
21. thence S47°40'31"W a distance of 20.60 feet;
22. thence S77°15'36"W a distance of 75.21 feet;
23. thence N74°03'40"W a distance of 40.77 feet;
24. thence N58°11'01"W a distance of 52.28 feet;
25. thence S71°56'14"W a distance of 49.41 feet;
26. thence N46°49'29"W a distance of 50.03 feet;
27. thence N69°30'00"W a distance of 49.60 feet;
28. thence N64°54'54"W a distance of 57.96 feet;

29. thence N57°21'03”W a distance of 46.85 feet;
30. thence N81°19'48”W a distance of 47.48 feet;
31. thence N71°34'21”W a distance of 90.41 feet;
32. thence N55°22'06”W a distance of 55.95 feet;
33. thence N72°43'32”W a distance of 40.40 feet;
34. thence N65°50'54”W a distance of 56.39 feet;
35. thence N50°54'02”W a distance of 69.09 feet;
36. thence N76°40'51”W a distance of 4.89 feet;
37. thence S59°31'42”W a distance of 150.01 feet;
38. thence S74°01'07”W a distance of 86.71 feet;
39. thence S80°43'22”W a distance of 53.65 feet;
40. thence S45°20'15”W a distance of 51.79 feet;
41. thence S30°19'19”W a distance of 37.81 feet;
42. thence S15°41'15”E a distance of 14.06 feet;
43. thence S01°30'29”W a distance of 23.62 feet;
44. thence S29°00'22”W a distance of 29.94 feet;
45. thence S59°28'21”W a distance of 30.15 feet;
46. thence S79°41'59”W a distance of 25.13 feet;
47. thence S59°32'43”W a distance of 22.18 feet;
48. thence S37°59'43”W a distance of 29.27 feet;
49. thence S28°51'58”W a distance of 24.41 feet;
50. thence S57°17'27”W a distance of 89.93 feet;
51. thence S51°22'40”W a distance of 51.83 feet;
52. thence S32°39'21”W a distance of 34.75 feet; to the Point of Beginning, containing 32.68 acres more or less.

_____

Legal Description Prepared By:
Michael J. Gamba, P.E. & P.L.S. 28036
For and on behalf of Gamba & Associates, Inc.
113 Ninth Street, Suite 214
Glenwood Springs, CO 81601

EXHIBIT E

OTP Area – Legal Description

An area of land located in H.E.S. 41 as patented March 7, 1912, MS 19500 Brooklyn Placer as patented November 18, 1916, and MS 20745 Mars Mill Site as patented March 3, 1954, in Sections 2 and 11 of Township 6 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado.

Beginning at corner number 2 of Mars Mill Site 20745, said corner being on the southerly line of H.E.S No. 41; whence the Southwest corner of Section 36 being a 2-1/2 inch GLO Brass Cap found in place bears N 13°24'05" W a distance of 6473.88 feet; thence along the 5-6 line of said H.E.S. 41 N 79°06’56” W a distance of 167.22 feet to the southeast corner of the Highlands 2 Parcel; thence along the easterly boundary of said Highlands 2 Parcel the following six courses:

1. N 15°13'47" W a distance of 247.86 feet;
2. N 17°58'47" W a distance of 88.45 feet;
3. N 30°17'18" W a distance of 151.62 feet;
4. N 35°17'22" W a distance of 95.77 feet;
5. N 15°16'35" W a distance of 182.95 feet;
6. N 01°40'27" W 206.83 to the southeast corner of the Cross Creek Parcel, said parcel being described in the Special Warranty Deed recorded in the Eagle County Clerk and Recorder’s office February 10, 2022 at reception number 202202329, point also being the southeast corner of the Highlands 1 Parcel;

Thence along the easterly boundary of said Highlands 1 Parcel, N 01°40'27" W a distance of 281.58 feet to the southeast corner of the Soil Processing Parcel; thence along the easterly boundary of said Soil processing Parcel the following two courses:

N 30°25'30" E a distance of 176.18 feet;

N 19°01'53" E a distance of 101.06 feet to the southern corner of the Inlet Parcel as described in the Special Warranty Deed recorded in the Eagle County Clerk and Recorder’s office February 10, 2022 at reception number 202202329 and the Affidavit Concerning Conflicts in Descriptions of Land and Scrivener's Errors recorded in the Eagle County Clerk and Recorder’s office February 24, 2022 at reception number 202203221; thence along the southerly boundary of said Inlet Parcel the following sixteen courses;

1. N 19°01'53" E a distance of 43.82 feet;
2. N 10°13'05" E a distance of 16.93 feet;
3. N 24°43'37" W a distance of 4.16 feet;
4. N 02°34'28" W a distance of 35.56 feet;
5. N 17°36'42" E a distance of 48.19 feet;
6. N 23°06'54" E a distance of 18.18 feet;
7. N 10°13'05" E a distance of 23.36 feet;
8. N 51°21'28" E a distance of 119.19 feet;
9. N 80°01'14" E a distance of 226.60 feet;
10. S 75°30'49" E a distance of 119.31 feet;
11. N 89°25'59" E a distance of E 86.49 feet;
12. N 22°13'41" E a distance of 75.43 feet;

13. S 87°20'19" E a distance of 40.88 feet;
14. S 43°32'09" E a distance of 87.98 feet;
15. N 87°52'49" E a distance of 180.21 feet;
16. N 66°03'04" E a distance of 219.52 feet to a point on the westerly boundary of the Reservoir South Parcel;

thence along the westerly boundary of said Reservoir South Parcel the following twelve courses:

1. S 47°44'40" E a distance of 29.71 feet;
2. S 22°14'32" E a distance of 43.86 feet;
3. S 46°45'14" E a distance of 22.10 feet;
4. S 73°08'12" E a distance of 63.94 feet;
5. S 89°10'25" E a distance of 55.31 feet;
6. S 59°40'34" E a distance of 43.18 feet;
7. S 01°52'44" E a distance of 35.14 feet;
8. S 35°09'05" W a distance of 121.47 feet;
9. S 00°21'34" W a distance of 60.72 feet;
10. S 19°31'34" E a distance of 142.83 feet;
11. S 15°46'39" E a distance of 348.63 feet;
12. S 29°14'17" E a distance of 40.16 feet to the center of the Eagle River;

Thence along the center of said Eagle River the following ten courses:

1. S 33°39'49" W a distance of 288.54 feet;
2. S 38°27'21" W a distance of 172.00 feet;
3. S 19°18'51" W a distance of 106.00 feet;
4. S 07°08'39" E a distance of 140.00 feet;
5. S 24°25'48" E a distance of 132.00 feet;
6. S 11°21'54" E a distance of 374.00 feet;
7. S16°33'40"E a distance of 326.72 feet;
8. S15°15'48"E a distance of 154.00 feet;
9. S02°48'58"E a distance of 158.00 feet;
10. S 39°00'16" E a distance of 132.00 feet;

thence leaving the center of the Eagle River S 53°11'20" E 209.22 to a point on the westerly right-of-way of the Union Pacific Railroad as described in the D&RGW Right-of-Way and Track Map dated June 30, 1919; and also described on the Battle Mountain North Land Survey Plat recorded in the Eagle County Clerk and Recorder's office, August 22, 2018 at reception number 201814343; thence the following seven courses along said westerly right-of-way of the Union Pacific Railroad:

1. 37.95 feet along the arc of a non-tangent curve to the left having a radius of 836.49 feet, a central angle of 02°35'59", and the chord bears S 13°13'46" W a distance of 37.95 feet, said

curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;

2. 47.98 feet along the arc of a tangent curve to the left having a radius of 3,919.72 feet, a central angle of 00°42'05", and the chord bears S 11°34'45" W a distance of 47.98 feet, said curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;

3. S 30°39'47" W a distance of 44.76 feet;

4. 141.71 feet along the arc of a tangent curve to the left having a radius of 4,816.15 feet, a central angle of 01°41'09", and the chord bears S 29°49'13" W a distance of 141.71 feet;

5. 577.96 feet along the arc of a tangent curve to the left having a radius of 873.26 feet, a central angle of 37°55'13", and the chord bears S 10°01'01" W a distance of 567.46 feet;

6. 132.72 feet along the arc of a tangent curve to the left having a radius of 2,684.59 feet, a central angle of 02°49'57", and the chord bears S 10°21'34" E a distance of 132.70 feet;

7. S 11°46'32" E a distance of 338.53 feet to a point on line 5-6 of Mineral Survey 19500 “Brooklyn Placer”;

thence along said line 5-6 of Mineral Survey 19500 “Brooklyn Placer” N 16°11'23" W a distance of 982.56 feet to Angle Point 6 of said Mineral Survey 19500 “Brooklyn Placer”; thence along line 6-7 of said Mineral Survey 19500 “Brooklyn Placer” N 12°07'10" W a distance of 494.47 feet to Angle Point 3 of Mineral Survey 20745 “Mars Mill Site”; thence along line 2-3 of said Mineral Survey 20745 “Mars Mill Site” N 45°47'44" W a distance of 1,091.01 feet to the point of beginning containing 65.35 acres more or less.

EXHIBIT F

LEGAL DESCRIPTION – RECREATION CENTER PARCEL

A parcel of land located in H.E.S. No. 46 as patented March 16, 1912 in Section 2, Township 6 South, Range 81 West, 6th P.M., more particularly described as follows:

Beginning at a point on a the easterly boundary of a parcel described in Book 380 Page 574; whence the southwest corner of Section 36, Township 5 South, Range 81 West of the 6th P.M, bears N55°42'38"W a distance of 506.99 feet; thence from the Point of Beginning S59°40'30" E a distance of 636.52 to a point on the westerly boundary of the 50' wide Eagle County School District RE 50J Access and Utility Easement described in BK 424, PG 977; thence the following 3 courses along the westerly boundary of said Access and Utility Easement:

1. S24°27'33"W a distance of 41.63 feet;
2. thence 75.67 feet along the arc of a tangent curve to the right having a radius of 151.89, a central angle of 28°32'43", and the chord bears S38°43'55" W a distance of 74.89 feet;
3. thence S53°00'19"W a distance of 37.39 feet to a point on the easterly boundary of said parcel described in Book 380 Page 574;

thence the following two courses along the easterly boundary of said parcel described in Book 380 Page 574;

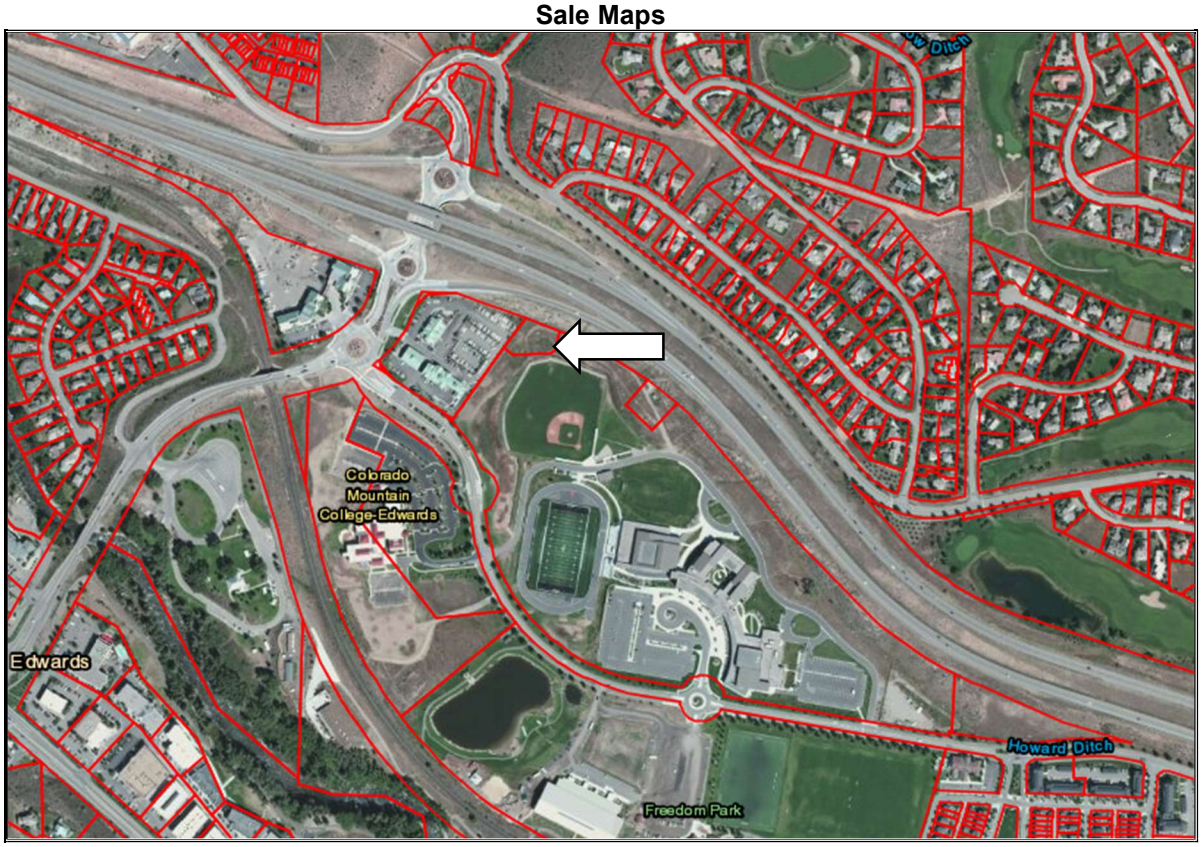
1. thence N59°40'30"W a distance of 528.60 feet;
2. thence N00°15'50"E a distance of 129.37 feet; to the Point of Beginning, containing 2.03 acres more or less.

_____

Legal Description Prepared By:
Michael J. Gamba, P.E. & P.L.S. 28036
For and on behalf of Gamba & Associates, Inc.
113 Ninth Street, Suite 214
Glenwood Springs, CO 81601

EXHIBIT G

Sale Maps

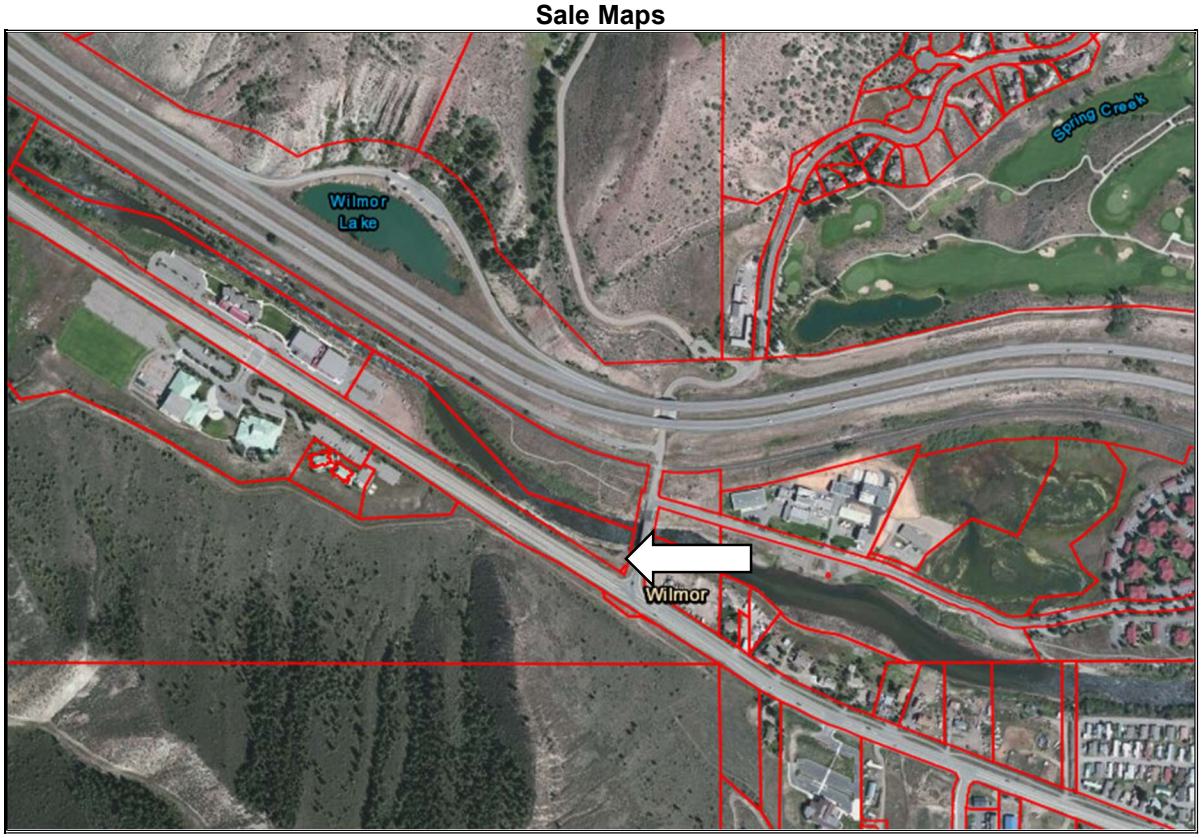


Sale 1



Sale 2

Sale Maps



Sale 3

EXHIBIT H

Reservoir South Parcel- Legal Description

A parcel of land located in both H.E.S. No. 40 and H.E.S. No. 41 as patented March 7, 1912, in Sections 1, and 2 of Township 6 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado.

Beginning at the southeast corner of the Reservoir Parcel, said corner also being the southwest corner of the Dam Parcel, said parcels being described in the Special Warranty Deed recorded in the Eagle County Clerk and Recorder's office February 10, 2022 at reception number 202202329; whence the Southwest corner of Section 36 being a 2-1/2 inch GLO Brass Cap found in place bears N 37°39'01" W a distance of 5280.23 feet; thence S 74°17'56" E a distance of 41.21 feet; thence S 44°54'07" E a distance of 66.71 feet to a point on the centerline of the 60 foot wide Tigiwon Road right-of-way easement recorded in the Eagle County Clerk and Recorder's office in Book 135 at Page 72 ; thence the following two courses along said Tigiwon Road right-of-way centerline;

1. 153.15 feet along the arc of a non-tangent curve to the left having a radius of 286.50, a central angle of 30°37'40", and the chord bears S 42°37'30" W a distance of 151.33 feet;
2. S 27°18'00" W a distance of 610.80 feet;

thence leaving said Tigiwon Road right-of-way centerline S 00°00'00" E a distance of 157.44 feet to the center of the Eagle River; thence the following four courses along said center of the Eagle River:

1. N 88°07'28" W a distance of 146.84 feet;
2. S 76°34'22" W a distance of 74.00 feet;
3. S 40°53'40" W a distance of 200.00 feet;
4. S 33°39'49" W a distance of 68.33 feet;

Thence leaving the center of the Eagle River N 29°14'17" W a distance of 40.16 feet; thence N 15°46'39"W a distance of 348.63 feet; thence N 19°31'34" W a distance of 142.83 feet; thence N 00°21'34" E a distance of E 60.72 feet; thence N 35°09'05" E a distance of 121.47 feet; thence N 01°52'44" W a distance of 35.14 feet; thence N 59°40'34" W a distance of 43.18 feet; thence N 89°10'25" W a distance of 55.31 feet; thence N 73°08'12" W a distance of 63.94 feet; thence N 46°45'14" W a distance of 22.10 feet; thence N 22°14'32" W a distance of 43.86 feet; thence N 47°44'40" W a distance of 29.71 feet to a point on the southerly boundary of the Inlet Parcel as described in the Special Warranty Deed recorded in the Eagle County Clerk and Recorder's office February 10, 2022 at reception number 202202329; thence along said southerly boundary of the Inlet Parcel N 66°03'04" E a distance of 37.66 feet to a point on the southerly boundary of said Reservoir Parcel; thence the following five courses along the said southerly boundary of the Reservoir Parcel;

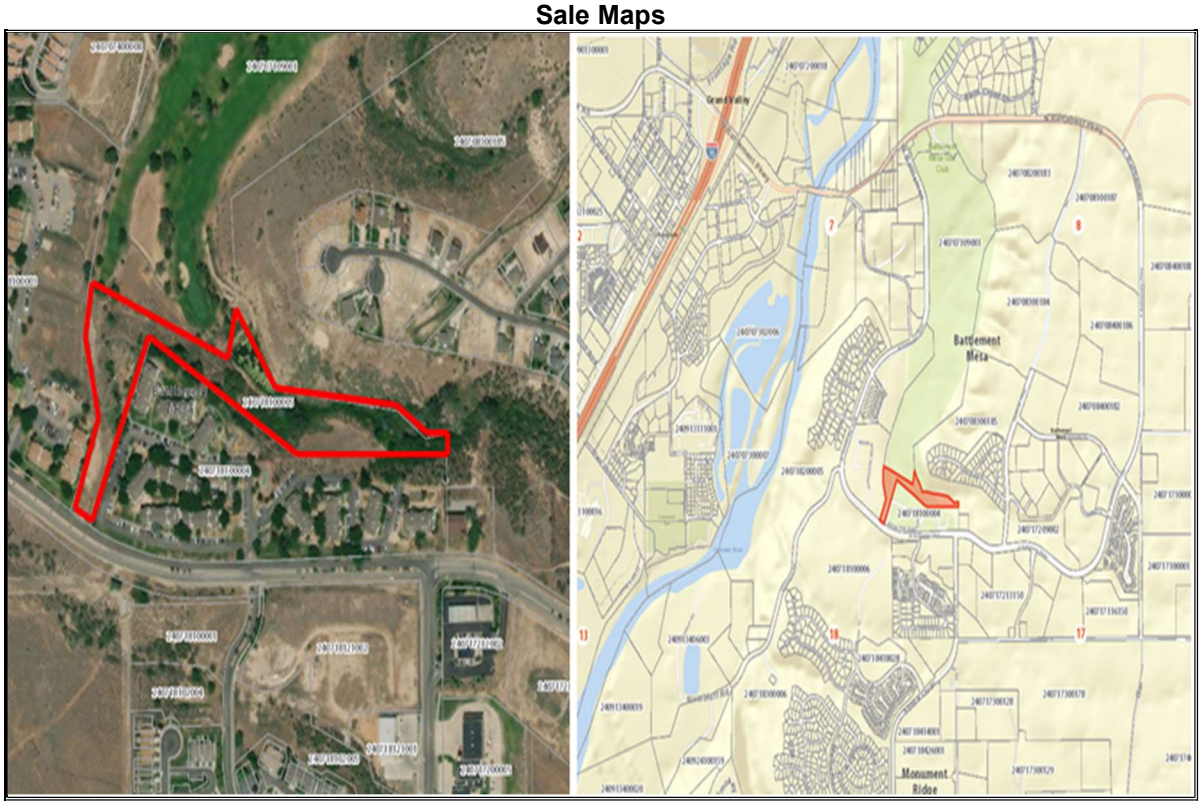
1. N 88°48'40" E a distance of 148.79 feet;
2. N 37°10'39" E a distance of 380.51 feet; whence angle point no. 5 of H.E.S 40 and angle point no. 1 of H.E.S. 41 bears S 89°58'45" W a distance of 1119.34 feet;
3. S 40°19'27" E a distance of 209.57 feet;
4. N 88°25'20" E a distance of 133.35 feet;
5. N 70°24'37" E a distance of 321.43 feet; to the point of beginning, containing 12.85 acres more or less.

_____

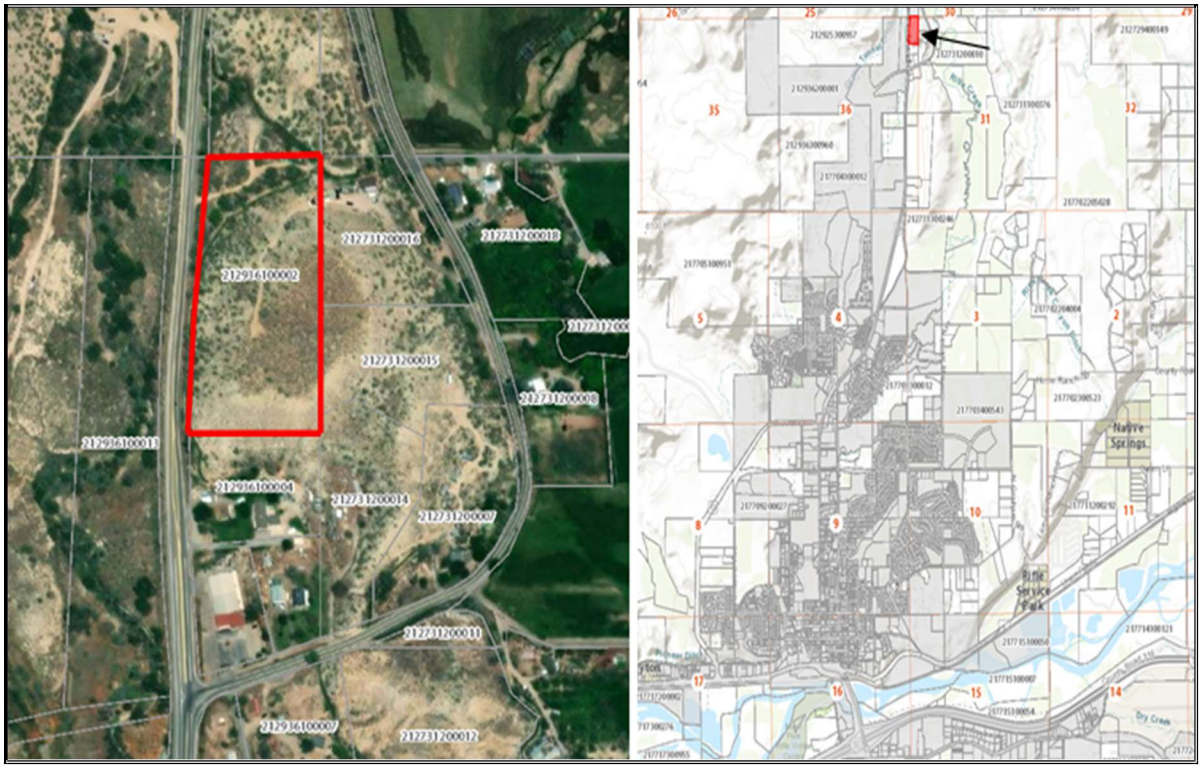
Michael J. Gamba, P.E. & P.L.S. 28036
For and on behalf of Gamba & Associates, Inc.
1001 Grand Avenue, Unit 003
Glenwood Springs, CO 81602

EXHIBIT I

Sale Maps

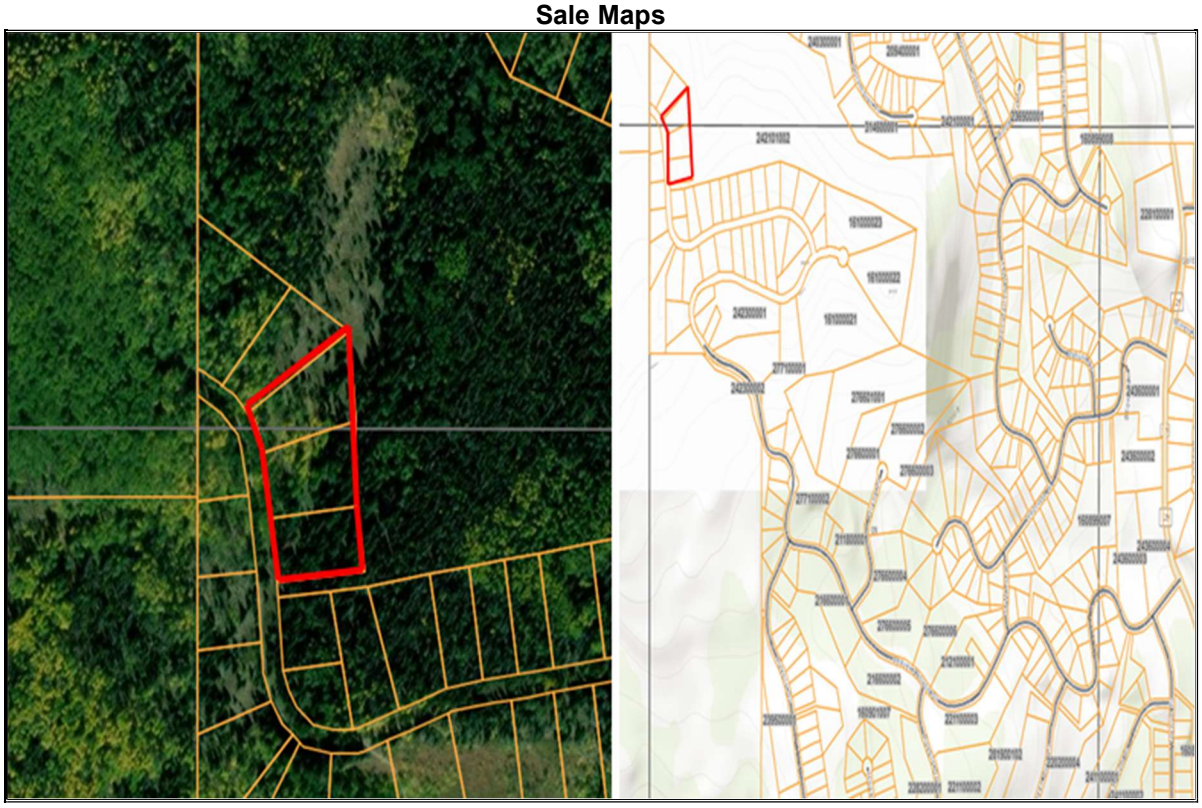


Sale 1

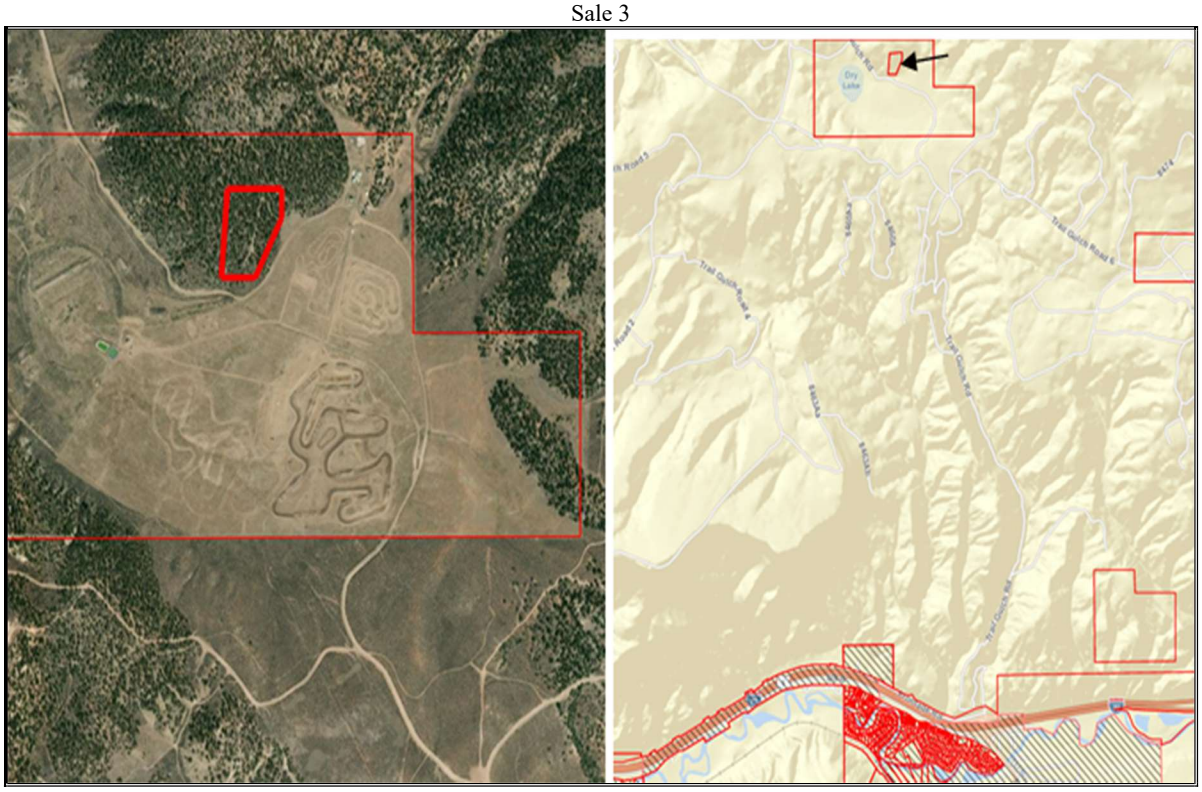


Sale 2

Sale Maps



Sale 3



Sale 4

EXHIBIT J

Tract B Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Mineral Survey 20461 Ruby and Sapphire Lodes situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way of the Union Pacific Railroad as described in D&RGW Right-of-Way and Track Map dated June 30, 1919, and also described on the Battle Mountain North Land Survey Plat recorded in the Eagle County Clerk and Recorder's office, August 22, 2018 at reception number 201814343, being more particularly described as follows:

Beginning at a point on the 1-2 line of Mineral Survey 20461 Sapphire Lode and the intersection of the western right-of-way of the Union Pacific Railroad, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 65°38'07" W a distance of 4,268.70 feet; thence the following three courses along said west right-of-way of the Union Pacific Railroad:

1. S 19°13'15" E a distance of 625.71 feet;

2. 147.39 feet along the arc of a tangent curve to the right having a radius of 3365.06 feet, a central angle of 02°30'34", and the chord bears S 17°57'58" E a distance of 147.37 feet;

3. 301.02 feet along the arc of a tangent curve to the right having a radius of 1,286.60 feet, a central angle of 13°24'19", and the chord bears S 10°00'31" E a distance of 300.34 feet to a point on the 2-3 line of said Mineral Survey 20461 Ruby Lode;

thence along said 2-3 line of Mineral Survey 20461 Ruby Lode N 53°55'33" W a distance of 246.47 feet to a point on the easterly right-of-way of U.S. Highway 24; thence the following five courses along said easterly right-of-way of U.S. Highway 24:

1. 526.06 feet along the arc of a non tangent curve to the left having a radius of 994.91 feet, a central angle of 30°17'42", and the chord bears N 09°19'47" W a distance of 519.95 feet;

2. N 24°28'38" W a distance of 137.00 feet;

3.82.80 feet along the arc of a tangent curve to the left having a radius of 880.00 feet, a central angle of 05°23'27", and the chord bears N 27°10'22" W a distance of 82.77 feet;

4. 68.95 feet along the arc of a tangent curve to the right having a radius of 720.00 feet, a central angle of 05°29'13", and the chord bears N 27°07'29" W a distance of 68.92 feet;

5. N 24°22'53" W a distance of 40.00 feet to a point on the 1-2 line of Mineral Survey 20461 Ruby Lode;

thence along said1-2 line of Mineral Survey 20461 Ruby Lode N 59°21'27" E a distance of 86.36 feet to corner number 1 of Mineral Survey 20461 Ruby Lode said point also being corner number 1 of Mineral Survey 20461 Sapphire Lode; thence along the 1-2 line of said Mineral Survey 20461 Sapphire Lode N 59°21'07" E a distance of 55.86 feet to the point of beginning, Tract B containing 2.81 acres more or less.

EXHIBIT K

Tract D Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Mineral Survey 19856 - River Bend Mill Site situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 being more particularly described as follows:

Beginning at Corner No. 2 of said River Bend Mill Site, being a 2-1/2" U.S.D.A. Aluminum Cap marked "2 MS 19856 LS7235 1988", whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 40°38'51" W a distance of 5,894.14 feet; thence along the 2-3 line of said River Bend Mill Site S 15°52'59" W a distance of 381.86 feet to a point on the eastern right-of-way of U.S. Highway 24; thence the following four courses along the easterly right-of-way of U.S. Highway 24:

1. 82.50 feet along the arc of a non tangent curve to the right having a radius of 646.20 feet, a central angle of 07°18'55", and the chord bears N05°10'06" W a distance of 82.45 feet;

2. N 01°30'38" W a distance of 282.09 feet;

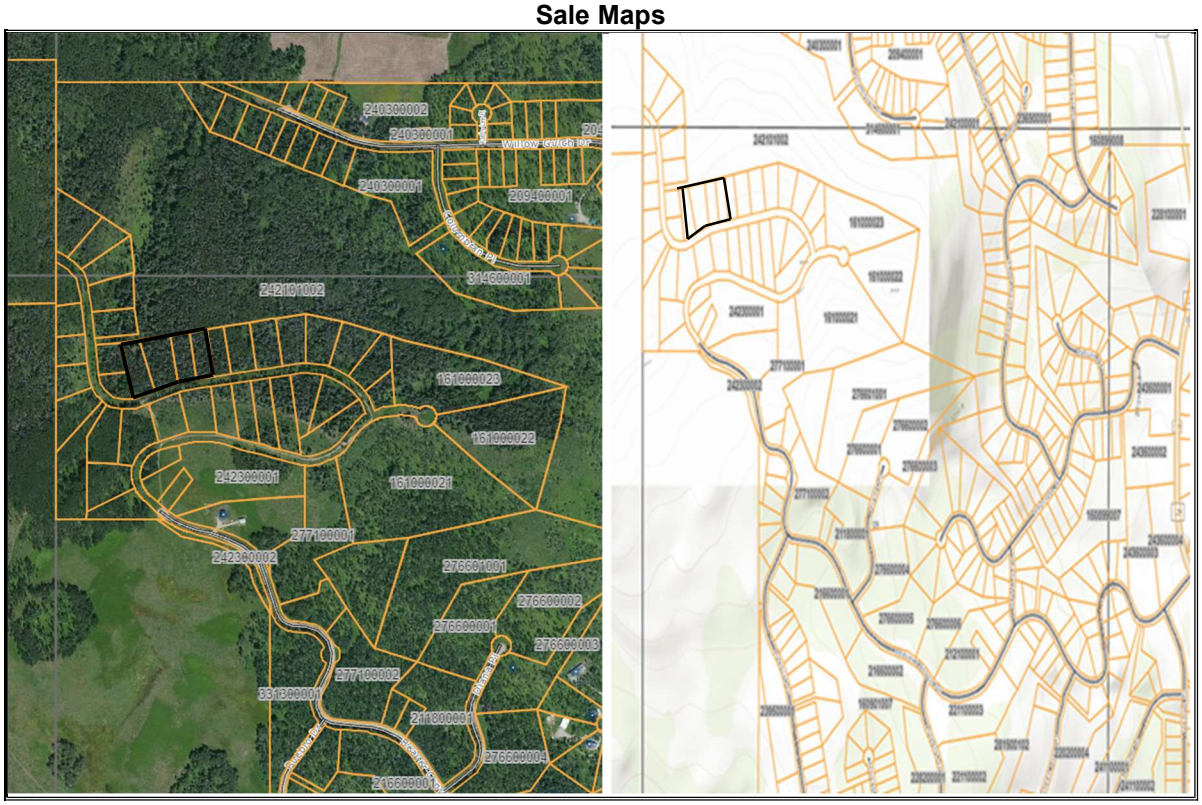
3. S 88°29'22" W a distance of 30.00 feet;

4. N 01°30'38" W a distance of 4.26 feet to a point on the 1-2 line of said River Bend Mill Site;

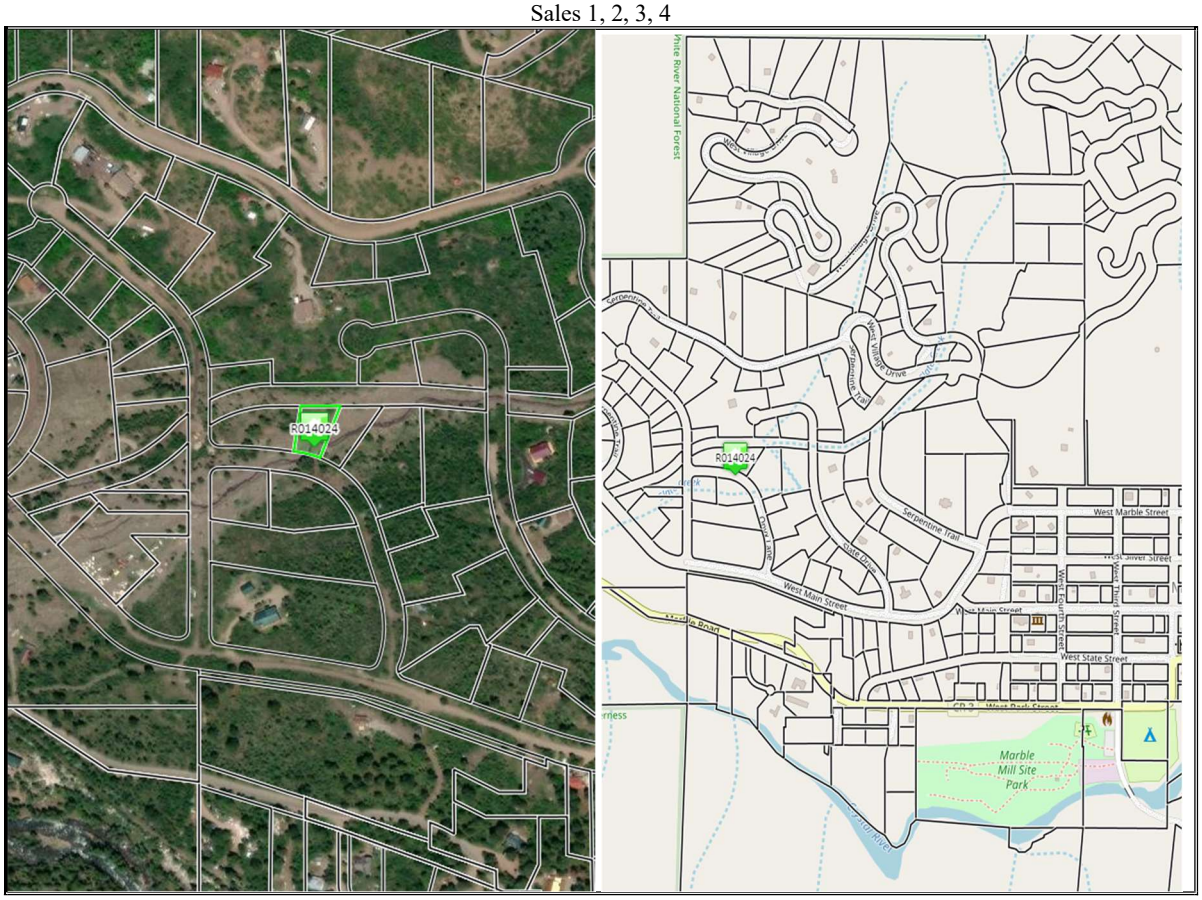
thence S 89°53'21" E a distance of 149.47 feet along said 1-2 line of said River Bend Mill Site to the point of beginning, Tract D containing 0.52 acres more or less.

EXHIBIT L

Sale Maps



Sales 1, 2, 3, 4



Sale 5

EXHIBIT M

SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of **Eagle**, State of **Colorado**, and described as follows:

Consolidated Tailings Pile "CTP" Area – Legal Description

An area of land located in Sections 1 and 2 of Township 6 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado and Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado, described as follows:

Beginning at a point whence the Southwest corner of Section 36 being a 2-1/2 inch GLO Brass Cap found in place bears N 73°39'29" W a distance of 3235.59 feet;
thence N 39°15'59" W a distance of 327.08 feet;
thence N 00°42'50" W a distance of 258.95 feet;
thence N 30°33'34" W a distance of 409.23 feet;
thence N 26°49'10" W a distance of 147.73 feet;
thence N 58°54'50" W a distance of 40.70 feet;
thence N 47°11'00" W a distance of 134.26 feet;
thence S 54°39'37" W a distance of 79.36 feet;
thence N 67°01'14" W a distance of 79.33 feet;
thence N 47°06'21" W a distance of 117.82 feet;
thence S 23°25'17" W a distance of 58.46 feet;
thence N 71°01'44" W a distance of 110.93 feet;
thence N 57°02'09" W a distance of 110.79 feet;
thence S 79°14'20" W a distance of 79.97 feet;
thence S 55°50'15" W a distance of 127.05 feet;
thence S 78°41'42" W a distance of 90.28 feet;
thence S 63°36'10" W a distance of 115.10 feet;
thence S 36°54'37" W a distance of 445.94 feet;
thence S 47°00'01" W a distance of 88.02 feet;
thence S 57°49'57" W a distance of 126.17 feet;
thence S 15°35'00" W a distance of 60.07 feet;
thence S 24°02'38" W a distance of 31.79 feet;
thence S 37°00'28" W a distance of 35.87 feet;
thence S 20°41'33" E a distance of 41.10 feet;
thence S 04°03'05" W a distance of 44.45 feet;
thence S 01°32'56" W a distance of 71.60 feet;
thence S 00°37'48" E a distance of 55.83 feet;
thence S 05°34'47" W a distance of 80.54 feet;
thence S 02°21'27" E a distance of 130.60 feet;
thence N 28°40'21" W a distance of 34.72 feet;
thence N 21°25'58" W a distance of 154.82 feet;
thence S 80°52'16" W a distance of 123.05 feet;

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thence S 09°07'44" E a distance of 34.84 feet;
thence N 80°52'16" E a distance of 94.99 feet;
thence S 21°25'58" E a distance of 127.95 feet;
thence S 25°19'05" E a distance of 46.85 feet;
thence S 52°04'31" E a distance of 63.53 feet;
thence S 18°21'27" E a distance of 46.06 feet;
thence S 25°25'08" E a distance of 111.42 feet;
thence S 16°54'21" E a distance of 44.34 feet;
thence S 15°33'23" W a distance of 64.10 feet;
thence S 26°52'55" W a distance of 110.56 feet;
thence S 39°05'06" W a distance of 139.75 feet;
thence S 43°46'03" W a distance of 69.90 feet;
thence S 21°51'31" W a distance of 82.69 feet;
thence S 09°27'59" E a distance of 43.34 feet;
thence S 65°48'59" E a distance of 24.51 feet;
thence S 89°24'13" E a distance of 62.22 feet;
thence N 84°59'21" E a distance of 74.16 feet;
thence S 69°05'25" E a distance of 49.38 feet;
thence S 21°22'07" E a distance of 70.25 feet;
thence S 32°33'19" E a distance of 160.67 feet;
thence N 82°17'05" E a distance of 184.74 feet;
thence N 78°54'42" E a distance of 171.94 feet;
thence N 89°54'49" E a distance of 120.23 feet;
thence S 68°13'20" E a distance of 186.87 feet;
thence S 31°01'45" E a distance of 190.31 feet;
thence S 12°48'59" E a distance of 229.26 feet;
thence S 40°21'58" E a distance of 168.19 feet;
thence N 82°02'10" E a distance of 531.37 feet;
thence N 88°37'56" E a distance of 161.96 feet;
thence S 85°15'03" E a distance of 466.15 feet;
thence N 30°04'17" E a distance of 136.51 feet;
thence N 04°54'41" W a distance of 204.43 feet;
thence N 36°06'20" W a distance of 244.02 feet;
thence N 26°18'16" W a distance of 399.60 feet;
thence N 15°44'50" W a distance of 247.58 feet;
thence N 03°43'13" E a distance of 243.92 feet to the point of beginning.

COUNTY OF EAGLE, STATE OF COLORADO.

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EXHIBIT N

LEGAL DESCRIPTION - SOIL PROCESSING PARCEL

A parcel of land located in both H.E.S. No. 40 and H.E.S. No. 41 as patented March 7, 1912, in Section 2 of Township 6 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado.

Beginning at angle point No.5 of H.E.S. No. 40, said angle point also being angle point No. 1 of H.E.S. No. 41, being an original stone monument found in place, whence the Southwest corner of Section 36 being a 2-1/2 inch GLO Brass Cap found in place bears N 20°22'04" W a distance of 4408.33 feet; thence N 60°17'10" E a distance of 176.92 feet to a point on the southerly boundary of the Reservoir Parcel as described in reception number 20220329; thence along said southerly boundary of said Reservoir Parcel S 53°11'01" E a distance of 639.38 feet to the northerly boundary of the 40-foot wide Inlet Parcel as described in reception number 20220329, and the Affidavit Concerning Conflicts in Descriptions of Land and Scrivener's Errors in reception number 202203221; thence the following 15 courses along the northerly boundary of said 40-ft wide Inlet Parcel:

1. S66°03'04"W a distance of 185.03 feet;

2. S87°52'49"W a distance of 154.45 feet;

3. N43°32'09"W a distance of 86.00 feet;

4. N87°20'19"W a distance of 69.22 feet;

5. S51°17'35"W a distance of 30.98 feet;

6. S22°13'41"W a distance of 55.35 feet;

7. S89°25'59"W a distance of 54.63 feet;

8. N75°30'49"W a distance of 122.70 feet;

9. S80°01'14"W a distance of 245.49 feet;

10. S51°21'28"W a distance of 144.42 feet;

11. S10°13'05"W a distance of 33.85 feet;

12. S23°06'54"W a distance of 15.58 feet;

13. S17°36'42"W a distance of 57.23 feet;

14. S02°34'28"E a distance of 50.51 feet;

15. S24°43'37"E a distance of 57.52 feet to a point on the westerly boundary of the OTP Parcel;

thence the following two courses along said westerly boundary of the OTP Parcel:

1. S 19°01'53" W a distance of 101.06 feet;

2. S 30°25'30" W a distance of 176.18 feet to a point on the northerly boundary of the Highlands 1 Parcel;

thence along the northerly boundary of said Highlands 1 Parcel, N 69°04'25" W a distance of 231.93 feet to angle point No. 2 of H.E.S. No. 41, being an original stone monument found in place; thence along the westerly boundary of H.E.S. No. 41, N 39°24'50" E a distance of 1104.62 feet to the point of beginning containing 7.41 acres more or less.

_____

Michael J. Gamba, P.E. & P.L.S. 28036
For and on behalf of Gamba & Associates, Inc.
113 Ninth Street, Suite 214
Glenwood Springs, CO 81602

EXHIBIT O

LEGAL DESCRIPTION – Maloit Wetlands Tract

A parcel of land located in the Nelson Addition as recorded February 2, 1946 in Book 131 at Page 76 in the Clerk and Recorder's office of Eagle County, Colorado, and within Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian; a portion of said parcel also being located in H.E.S. No. 46 as patented March 16, 1912 in Section 2, Township 6 South, Range 81 West, 6th P.M., more particularly described as follows:

Beginning at a point whence the Southwest corner of the Nelson Addition as described in Book 131 page 76 said point also being the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place bears S 70°47'24" W a distance of 1,630.26 feet;
Thence S 05°09'44" E 438.89 to a point on the westerly boundary of the 50' wide Eagle County School District RE 50J Access and Utility Easement described in BK 424, PG 977; thence along the westerly boundary of said Access and Utility Easement S 36°56'35" W a distance of 255.42 feet;
Thence leaving the westerly boundary of said Access and Utility Easement N 65°21'48" W a distance of 191.70 feet; thence N 54°14'10" W a distance of 372.24 feet; thence N 85°01'41" W a distance of 235.80 feet; thence N 18°23'27" W a distance of 272.45 feet; thence N 89°46'46" W a distance of 104.49 feet to a point at the center of Cross Creek; thence along said center of Cross Creek N 01°01'28" W a distance of 138.00 feet; thence leaving said center of Cross Creek N 01°07'27" W a distance of 234.87 feet to a point on the northwesterly boundary of said Nelson Addition described in Book 131 page 76; thence N 57°23'50" E a distance of 345.02 feet along the northwesterly boundary of said Nelson Addition described in Book 131 page 76; thence leaving the northwesterly boundary of said Nelson Addition described in Book 131 page 76,
S 38°14'32" E a distance of 212.03 feet to a point at the center of Cross Creek; thence along the center of said Cross Creek the following four courses:

1. S 76°07'09" E a distance of 123.73 feet;
2. N 85°22'52" E a distance of 140.11 feet;
3. S 77°27'36" E a distance of 144.47 feet;
4. S 14°37'48" E a distance of 121.89 feet;

thence leaving said center of Cross Creek S 46°36'11" E a distance of 232.96 feet to the point of beginning, containing 16.73 acres more or less.

_____

Legal Description Prepared By:
Michael J. Gamba, P.E. & P.L.S. 28036
For and on behalf of Gamba & Associates, Inc.
1001 Grand Avenue, Unit 003
Glenwood Springs, CO 81601

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8
1595 Wynkoop Street
Denver, CO 80202-1129
Phone 800-227-8917
www.epa.gov/region8

Exhibit 6

Sent via electronic mail.
July 1, 2024

Ms. Michelle Metteer
Minturn Town Manager
301 Boulder Street, #309
Minturn, CO 81645

RE: Bona Fide Prospective Purchaser Considerations
Eagle Mine Superfund Site, Eagle County, Colorado

Dear Ms. Metteer,

Thank you for contacting the U.S. Environmental Protection Agency (the EPA or the Agency) about the Town of Minturn's (Minturn) plans concerning the property referenced below (the Property). Minturn has expressed an interest in acquiring, *i.e.*, purchasing, leasing, or obtaining easements, over eight parcels located within or around Operable Unit 3 (OU3) of the Eagle Mine Superfund Site (the Site) for several potential uses, further discussed below. As such, Minturn requested that the EPA provide a Superfund comfort/status letter.

The purpose of this comfort/status letter is to provide Minturn with information that may be relevant to the potential Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability concerns at the Property and summarize the relevant information available to the EPA about the Site as of the date of this letter. We hope this information will enable Minturn to make informed decisions as it moves forward with its plans regarding the Property.

Under CERCLA (commonly referred to as Superfund),[1] the Agency's mission is to protect human health and the environment from risks posed by exposure to contaminated or potentially contaminated land, water, and other media. A Superfund cleanup can help return properties to productive reuse. We are providing this letter consistent with the Agency's 2019 Comfort/Status letter policy.[2]

[1] 42 U.S.C. §§ 9601, *et seq.*
[2] *See 2019 Policy on the Issuance of Superfund Comfort/Status Letters* (Aug. 21, 2019), available on the Agency's website at https://www.epa.gov/enforcement/comfortstatus-letters-guidance.

History and Status of the Site

The 235-acre Site (CERCLIS ID Number: COD081961518) is an abandoned mining and milling facility located along the banks of the Eagle River near Minturn, Eagle County, Colorado. The area is impacted by heavy metal contamination from past mining activities. Contaminants include arsenic, cadmium, copper, lead, and zinc in the soils, structures, surface water, sediments, and groundwater across the Site.

The State of Colorado (State) conducted a remedial investigation/feasibility study (RI/FS) in 1985, and the EPA listed the Site on the National Priorities List (NPL) in 1986. Cleanup at the Site began in 1988 under a Consent Decree/Remedial Action Plan (CD/RAP) between the State and a predecessor to the current potentially responsible party (PRP), Paramount Global.

The Site consists of three OUs, the definitions of which have evolved over time. OU1 was established to control the transport of toxic metals from the principal sources of mine waste pollution that are impacting the Eagle River and groundwater resources. OU1 now contains only the engineered features designed to capture and treat mine waste in surface water and groundwater. OU2 is geographically based and focuses on contaminated soils in the former town of Gilman. The EPA issued the Record of Decision (ROD) for OU3 in 2017. OU3 was established to mirror the boundaries of a proposed private residential development, which would require additional cleanup actions beyond those selected in the OU1 ROD. OU3 is media-based and focuses on the protection of human health for residential use through reduction of exposures to surface soil should a change in land use from recreational and potential trespasser (*i.e.*, unauthorized incidental users) to residential occur. Geographically, OU3 and OU1 overlap except for the area of Belden, which is in OU1 only.

The 116-acre OU3 is located within a tract of land known as the North Property, which is privately held by the Bona Fide Prospective Purchaser (BFPP), Battle North, LLC (Battle North). The OU3 remedy addresses potential land use changes by selecting additional remedial action to protect human health if the land is developed for residential use (hereinafter, “Remedial Work”). To that end, the OU3 ROD identified two remedial action objectives (RAOs): (1) Prevent exposure to contaminants in surface soils within OU3 above levels that are acceptable for current and future land use, and (2) Avoid or minimize adverse impacts to the existing engineered remedial features within OU3. Pursuant to an administrative settlement agreement and order on consent (ASAOC) with Battle North, the EPA, with the opportunity for review and comment by the Colorado Department of Public Health and the Environment (CDPHE), required implementation of institutional controls designed to address the RAOs under current land use conditions and, prior to any change in land use to residential use, must approve any work plans to ensure that the OU3 remedy is implemented and that OU3 is protective of human health and the environment. The ASAOC is attached as Exhibit 1.

The OU3 remedy currently consists of institutional controls called restrictive notices (RNs). The objective of the RNs is to prevent exposure to contaminants left in place and require that risks to human health and the environment are addressed if land use changes. Six separate RNs have been recorded within OU3 at: the old tailings pile (OTP) (Exhibit 3); the consolidated tailings pile (CTP) (Exhibit 4); Maloit Park (Exhibit 5); Rex Flats; roaster pile #5; and the Trestle Area.

Rex Flats, roaster pile #5, and the Trestle Area are currently not considered for purchase or lease and as such, their RNs are not included as exhibits to this letter.

Battle North has elected to change land use and implemented portions of the selected remedy for OU3, specifically for 5.31 acres of soils in the Trestle Area. Battle North, with EPA and State oversight, excavated approximately 486 cubic yards of soils in the Trestle Area, including 52 cubic yards of contaminated soils, driven primarily by arsenic concentrations. All soils with arsenic concentrations above the residential remedial goal of 40 mg/kg in the Trestle Area have been removed. Use restrictions are no longer needed for soil in the Trestle Area as all other OU3 contaminants of concern were addressed in the initial cleanup of OU1. Battle North is currently working with the State on modifying the RN that covers the soils in the Trestle Area. The groundwater use restrictions in the Trestle Area will remain in effect. All response activities at the OU3 Trestle Area are complete, and the Trestle Area soils pose no unacceptable risk to human health or the environment under the current land use, which consists of recreational users and, potential trespassers (*i.e.*, unauthorized incidental users), and potential future residential land use. The EPA has determined that no further response is necessary at the OU3 Trestle Area and partially deleted the OU3 Trestle Area from the NPL in September 2023. The rest of OU3 remains on the NPL.

Property Status

Interested parties can find information on sites that are, or potentially are, contaminated and may warrant action under Superfund, including site-specific documents and fact sheets, in the Superfund Enterprise Management System (SEMS).[3]

The EPA understands the Property to include the parcels and respective property interests listed below. The Property is also depicted on the "Bolts Lake Zoning and RC Info" Map attached as Exhibit 2.

<u>Parcels, Proposed Potential Uses, Scope of Rights to be Acquired, Timing of Acquisitions and Remedy Compatibility | Outside of the Site</u>

1. Highlands Area (zoning parcels 1 and 2 on map): Proposed potential uses include "residential, recreation, open space," with fee title to be acquired at closing. The Highlands Area is located outside the Site and does not have an RN.

2. Reservoir South Area (zoning parcel 5 on map): Proposed potential uses include "public reservoir access, recreation," with fee title to be acquired at closing. The Reservoir South Area is located outside the Site and does not have an RN.

3. Highway 24 Parcels (zoning parcels 6 and 8 on map): Proposed potential uses include "recreation, river access," with fee title to be acquired at closing. The Highway 24 Parcels are located outside the Site and do not have an RN.

[3] SEMS is available at: https://cumulis.epa.gov/supercpad/cursites/srchsites.cfm.

Parcels, Proposed Potential Uses, Scope of Rights to be Acquired, Timing of Acquisitions and Remedy Compatibility | Within the Site

1. Rec Center Parcel (zoning parcel 11 on map): Proposed potential uses include "community and recreational uses," that may include the construction of buildings and other structures, with an option to purchase following completion of remediation and delisting from the Site. The Rec Center Parcel is part of the Maloit Park area and is located within the Site. The Rec Center Parcel currently has an RN prohibiting all potential uses (RN # 201919763, attached as Exhibit 5). However, after Remedial Work is completed and the RN is modified, Minturn's proposed potential uses for "community and recreational uses" that may include the construction of buildings and other structures, are not incompatible with the anticipated future use restrictions for the Rec Center Parcel.

2. Old Tailings Pile (OTP) (zoning parcel 3 on map): Proposed potential uses include "recreational open space, housing," with an option to purchase or lease after Remedial Work is completed. Proposed easements are for "access to the Highlands Parcel, recreational hiking and Nordic ski use, and associated trail construction, maintenance, and Nordic trail grooming." With the exception of the access easement to the Highlands Parcel, easements or transfer of fee title will be granted after Remedial Work is completed. The OTP is located within the Site and currently has an RN prohibiting all proposed potential uses (RN # 202112199, attached as Exhibit 3). The locations where the access easements to the Highlands Parcel are proposed (see Exhibit 6), appear to be located outside areas of historical contamination within the OTP. The EPA understands that Minturn proposes developing a road across the OTP. An environmental sampling plan confirming the condition of the easement locations must be submitted for CDPHE and EPA approval prior to modifying the OTP RN for road construction. If the roadwork requires any surface disturbance, a materials management plan (MMP) or environmental sampling plan must be approved by CDPHE and EPA. After Remedial Work is completed and the RN is modified again, Minturn's proposed potential uses for "recreational open space" and "housing" are not incompatible with the anticipated future use restrictions on the OTP Parcel, as long as they still comply with the anticipated remaining groundwater use restrictions.

3. Processing Area (zoning parcel 4 on map): Proposed potential uses include "reservoir access, dock, pavilion, parking, day-use area for public," with an option to purchase after work is completed. Proposed easements are for "recreational hiking and Nordic skiing use, and associated trail construction, maintenance, and Nordic trail grooming," with easements granted at closing. The Processing Area is located within the Site but does not have an RN.

4. Consolidated Tailings Pile (CTP) (zoning parcel 10 on map): Proposed potential uses include "solar, recreation (sports fields, hiking and Nordic skiing use along with associated trail construction), light industrial or transmission," with an option to lease at closing. Proposed easements are for "recreational hiking and Nordic skiing use and associated trail construction, maintenance, and Nordic trail grooming," with easements granted at closing. The CTP is located within the Site and currently has an RN (RN #

201919761, attached as Exhibit 4). The RN allows for recreational use authorized by owner in consultation with CDPHE (referred to as "Department" in the RNs), with the exception of activities that may damage the CTP cover such as use as an athletic field, unless authorized in a future Agency decision document or in an Agency-approved MMP or environmental sampling plan. The RN also allows for "solar arrays placed on the cover" in accordance with the following conditions:

a. The Department must review and approve final design plans, including postconstruction monitoring and maintenance plan, before any ground disturbance commences.

b. All structures must be above grade, unless otherwise approved by the Department.

c. Structures must be designed and constructed to prevent ponding on, or erosion of the CTP cover. Positive drainage must be maintained for the CTP top deck both during and after construction of the solar arrays.

d. Owner must inspect the solar arrays annually for signs of damage to the CTP cover. Owner must report inspection results to the Department within 2 weeks of the date of the inspection. Owner must repair any damage within 30 days of the inspection.

Minturn's proposed potential use of "light industrial, transmission" and "trail construction" appears incompatible with the current RN, assuming that any construction associated with these uses would damage the CTP cover, including grading or excavation. These uses could be acceptable, however, if authorized in a future Agency decision document or in an Agency-approved MMP or environmental sampling plan. If trails are to be excavated, appropriate cover material also must be used on the trails to ensure the CTP cap remains protective and intact. Finally, this comfort letter documents consultation with the Department with respect to allowing winter recreational hiking and Nordic skiing use and trail grooming and confirms that these uses are not incompatible so long as the CTP cover is not damaged.

5. Maloit Park Wetlands Area (zoning parcel 12 on map): Proposed potential uses include "recreational fishing, hiking and Nordic skiing use and associated trail construction, maintenance and grooming," with an option to purchase at closing. Proposed easements are for "recreational fishing, hiking and Nordic skiing use and associated trail construction, maintenance, and grooming" with easements granted at closing. Maloit Park Wetlands area is located within the Site and is a subpart of the larger Maloit Park area. The Maloit Park Wetlands area has an RN prohibiting all proposed potential uses (RN # 201919763, attached as Exhibit 5). Historically, the Agencies have approved winter recreational hiking and Nordic skiing and associated Nordic trail grooming in the Maloit Park Wetlands when the area is covered by snow. The Agencies would like to memorialize this approval in the future with a modification to the RN. Minturn's proposed potential uses for "recreational fishing, summer hiking and associated trail construction" are incompatible with the anticipated future use restrictions for the Maloit

Park Wetlands area. These uses could be acceptable, however, if authorized in a future Agency decision document or in an Agency-approved MMP or environmental sampling plan.

Reuse of the Property

To ensure the remedy remains protective of human health and the environment, any development must be compatible with the EPA and State cleanup actions and institutional controls designed to protect the remedy and prevent unacceptable exposure to residual contamination. As such, Minturn should not conduct any activities or construct any structures that would interfere with the EPA's or State's investigation or cleanup or be inconsistent with the underlying land use assumptions used to design and implement the cleanup. As of the date of this letter, we have identified several incompatibilities between your proposed use of the Property as you have described it to us and EPA's and the State's selected cleanup option.

The following is a list of uses proposed by Minturn that currently are prohibited. The list does not include any parcels that are outside of the Site.

- Rec Center Parcel: community and recreational uses that may include the construction of buildings and other structures are prohibited.
- OTP: access to the Highlands parcel, open-space (not including winter recreational hiking, Nordic skiing, and associated trail construction, maintenance, and Nordic trail grooming), and housing uses are prohibited.
- Processing Area: reservoir access, dock, pavilion, parking, and day-use area for public are prohibited.
- CTP: recreational uses that would damage the CTP cover, including trail construction, and light industrial and transmission uses are prohibited.
- Maloit Park Wetlands: recreational fishing and summer hiking uses, and associated trail construction are prohibited.

The following is a list of future proposed uses prohibited once Remedial Work is performed at the associated parcel or parcels. The list does not include any parcels that are outside of the Site.

- CTP: RN will not be modified to permit recreational uses that would damage the CTP cover or for light industrial and transmission uses that would damage the CTP cover.
- Maloit Park Wetlands: RN will not be modified to permit recreational fishing and summer hiking uses, and associated trail construction.

Notwithstanding these prohibitions, it is possible that these and other uses could be compatible if authorized in a future Agency decision document or in an EPA and CDPHE-approved MMP or environmental sampling plan.

CERCLA's Bona Fide Prospective Purchaser Liability Protection

The EPA is providing you with information regarding the BFPP provision of CERCLA. Congress amended CERCLA in 2002 to exempt certain parties who acquire contaminated or potentially contaminated properties from CERCLA liability if they qualify as BFPPs. The BFPP provision provides that a person who meets the criteria of CERCLA §§ 101(40) and 107(r)(1),

and who acquires the property after January 11, 2002, will not be liable as an owner or operator under CERCLA. A court, rather than the EPA, ultimately determines liability under CERCLA. Thus, the EPA recommends that you consult with your legal counsel to assess whether you meet the definition of an owner or operator with regard to property and/or property rights you acquire at the Site.

A key advantage of the BFPP provision is that it is self-implementing; therefore, the Agency is not involved in determining whether a party qualifies for BFPP status. A party, on its own, can achieve and maintain status as a BFPP, which provides statutory protection from CERCLA liability, without entering into an agreement with EPA, so long as that party meets the threshold criteria and continuing obligations identified in the statute.[4] Based upon your representation of your situation, the BFPP provision may apply. Note that a court, rather than the EPA, ultimately determines whether a landowner has met the criteria for BFPP status. Thus, the EPA recommends that you consult with your legal counsel to assess whether you satisfy each of the statutory requirements necessary to achieve and maintain BFPP status.

Among other criteria outlined in CERCLA, a BFPP must take "reasonable steps" to stop continuing releases, prevent threatened future releases, and prevent or limit human, environmental, or natural resources exposure to any previously released hazardous substances as required by CERCLA § 101(40)(B)(iv). This requirement is explored further in the Common Elements Guidance.[5] By making the BFPP Exemption subject to the obligation to take "reasonable steps," the EPA believes Congress intended to protect certain landowners from CERCLA liability while at the same time recognizing that these landowners should act reasonably, in conjunction with other authorized parties, in protecting human health and the environment. As described above, the OU3 remedy currently consists of institutional controls called RNs. The objective of the RNs is to prevent exposure to contaminants left in place and require that risks to human health and the environment are addressed if land use changes.

Based on the information we have evaluated we believe that the following may be reasonable steps related to the hazardous substance contamination found at the Site. These requirements relate to the Property as described above:

1. Verifying remediated areas are protective and remain protective of appropriate exposure scenarios.

2. To the extent any structures or facilities, including access roads or hiking trails, are constructed within the CTP:
    a. Submitting for CDPHE review and approval all final design plans, including post-construction monitoring and maintenance plans, before any ground disturbing activities commence;
    b. Constructing all structures above grade, unless otherwise approved by CDPHE;

[4] See EPA's *Enforcement Discretion Guidance Regarding Statutory Criteria for Those Who May Qualify as CERCLA Bona Fide Prospective Purchasers, Contiguous Property Owners, or Innocent Landowners* ("Common Elements Guidance") (Office of Enforcement and Compliance Assurance, July 29, 2019) available on the Agency's website at https://www.epa.gov/enforcement/common-elements-guidance.
[5] *Id.*

c. Designing and constructing all structures to prevent ponding on, or erosion of, the engineered cover or areas requiring Remedial Work, in particular, maintaining positive drainage for the CTP top deck both during and after construction;
d. Inspecting structures and facilities annually for signs of damage to the engineered cover and reporting inspection results to CDPHE within two weeks of the date of the inspections, and repairing any damage within 30 days of the inspection;
e. Refraining from excavating below the groundwater level and installing groundwater wells or structures below the groundwater level which may expose groundwater or alter the groundwater flow; and
f. Implementing stormwater management and erosion controls as necessary to ensure that construction does not result in the discharge of additional stormwater to the Site.

3. Preventing public exposure and damage to the remedy, as necessary, by restricting Site access through appropriate physical barriers and signage to all or portions of the Property prior to completion of the Remedial Work, such as areas outside the OTP access roads, or where no Remedial Work is anticipated, such as the Maloit Wetlands during times when snow cover is less than 12 inches.

4. Ensuring no actions are taken that would interrupt or interfere with effective, continuous operation of remedial features at the Site, including, but not limited to: the water treatment plant run-on/run-off control features, pipelines, conveyances, groundwater collection structures, or other engineered features;

5. Timely mitigating newly discovered releases and addressing environmental conditions, *e.g.*, if soils are discovered to be contaminated, notifying EPA and CDPHE and managing soils appropriately by assessing and inspecting the extent of contamination upon discovery, providing agencies with a proposed materials management plan to be approved by EPA and CDPHE, and managing soils in accordance with the approved materials management plan;

6. Ensuring that any contractors follow all reasonable steps.

Any reasonable steps suggested by the EPA above are based on the nature and extent of contamination currently known to the Agency and are provided as a guide to help you as you seek to reuse the Property. Because a final determination about which steps are reasonable would be made by a court rather than the EPA, and because additional reasonable steps may later be necessary based on Site conditions, this list of reasonable steps is not exhaustive. You should continue to identify reasonable steps based on your observation and judgment and take appropriate action to implement any reasonable steps whether EPA regional staff has identified any such steps.[6]

[6] CERCLA § 101(40)(B)(iv) provides that "The person exercises appropriate care with respect to hazardous substances found at the facility by taking reasonable steps to (i) stop any continuing release; (ii) prevent any threatened future releases; and (iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance."

Separately, the EPA, CDPHE, and Minturn have entered into an agreement extending the rights and responsibilities of the OU3 ASAOC to Minturn upon acquisition of title to the above referenced properties within the Site. Compliance with the requirements of the ASAOC and the protections of the ASAOC shall apply according to their terms and may also constitute "reasonable steps."

In addition, other requirements, called "continuing obligations," outlined in CERCLA to maintain BFPP status after property lease or acquisition also must be met and include, but may not be limited to:

1. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the facility;

2. Stopping any continuing release and preventing any threatened future release;

3. Preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance;

4. Providing full cooperations, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration (*e.g.*, EPA, CDPHE, Paramount Global, and Battle North), in particular, the EPA and CDPHE will require continuing access to the property for the purpose of performing the Remedial Work, groundwater monitoring, five-year reviews, and monitoring compliance with land use restrictions;

5. Complying with any land use restrictions established or relied on in connection with the response action and not impeding the effectiveness or integrity or any institutional controls, including RNs; and

6. Complying with any request for information or administrative subpoena.

State Actions

We can only provide you with information about federal Superfund actions at the Site, federal law and regulations, and EPA guidance. For information about potential state actions and liability issues, please see the attached letter from CDPHE and, in the event you have additional questions or wish to discuss the information in the attached letter further, you may contact Sarah Graves, State Project Manager (sarah.graves@state.co.us) or Jason King, Senior Assistant Attorney General (jason.king@coag.gov).

Conclusion

The EPA remains dedicated to facilitating the cleanup and beneficial reuse of contaminated properties and hopes the information contained in this letter is useful to you. You may find it helpful to consult with your own environmental professional, legal counsel, and your state, tribal, or local environmental protection agency before taking any action to acquire, clean up, or redevelop the Property. These consultations may help you obtain a greater level of comfort about

the compatibility of the proposed use and ensure compliance with any applicable federal, state, local, and/or tribal laws or requirements. If you have any additional questions or wish to discuss this information further, please contact me, (chan.sydney@epa.gov or (303) 241-9767) or Kayleen Castelli, Site Attorney (castelli.kayleen@epa.gov or (303) 312-6174).

Sincerely,

Sydney Chan
EPA Remedial Project Manager

Exhibit 1: OU3 Administrative Settlement Agreement and Order on Consent
Exhibit 2: "Bolts Lake Zoning and RC Info" Map
Exhibit 3: OTP RN, RN # 201919762
Exhibit 4: CTP RN, RN # 201919761
Exhibit 5: Maloit Park RN, RN # 201919763
Exhibit 6: Highlands Parcel Access Easements Map

cc: Polly B. Jessen, Kaplan Kirsch & Rockwell LLP
Kayleen Castelli, EPA Region 8, Site Attorney
Benjamin Mathieu, EPA Region 8, Site Attorney
Erin Agee, EPA Region 8 CERCLA Enforcement Section Supervisor
Jason King, Senior Assistant Attorney General, Colorado Office of Attorney General
Sarah Graves, Colorado Department of Public Health and Environment
Elisabeth Freed, EPA HQ, OSRE
Christina Morgan, EPA HQ, OSRE

Town of Minturn
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Minturn, CO 81645
970-827-5645
council@minturn.org
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FUTURE MEETING AGENDA ITEMS

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

August 21, 2024

- Ordinance __ - Series 2024 (Second Reading) An Ordinance Amending the Town's Historic Register to Add 151 Main Street
- Ordinance __ - Series 2024 (Second Reading) An Ordinance Amending the Town's Historic Register to Add 155 Main Street
- Resolution __ - Series 2024 A Resolution Supporting a Mil Levy for the Eagle County Conservation District
- Discussion/Direction – Minturn Strategic Plan
- Resolution __ - Series 2024 A Resolution Approving the Request for Exemption from Sec. 16-17-110 – Underground utilities – for 362/366 Taylor Avenue
- Ord __ - Series 2024 (First Reading) An Ordinance Amending the Lighting Code
- Discussion/Direction – Water Treatment Plant 30% Design & Cost Estimate

September 4, 2024

- Discussion/Direction – 2025 Preliminary Budget Review
- Resolution __ - A Resolution Approving the Updated Town of Minturn Employee Handbook
- Ord __ - Series 2024 (First Reading) An Ordinance Amending Chapter 19; Historic Preservation
- Ord __ - Series 2024 (Second Reading) An Ordinance to Amend the Lighting Code
- Resolution __ - Series 2024 A Request for a Variance from the Rear Setback at 161 Main Street

Dates to be Determined:

- Discussion/Direction – Minturn North Parcel C (Town Parcel) Future Uses
- Discussion/Direction – Wildlife Migration Corridor/Winter Habitat Area and Approved Windows for Construction
- Discussion/Direction – Taylor St Paving and Right of Way
- Minturn Forward/Code Rewrite