



AGENDA

Town Council Regular Meeting 5:30PM

Wednesday, March 06, 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/87632458676>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 876 3245 8676

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. **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. 2-21-2024 Minutes

B. Resolution 09-Series 2024 A Resolution Approving a Reimbursement Agreement for Preliminary Engineering Services with Union Pacific Railroad

C. Resolution 10 - Series 2024 - A Resolution Approving a Security Agreement with Eagle County and Minturn North for the Improvements on Minturn Rd/CR 14

4. **APPROVAL OF REGULAR AGENDA**

Opportunity for amendment or deletions to the agenda.

5. DECLARATION OF CONFLICTS OF INTEREST

6. 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.

7. COUNCIL COMMENTS & COMMITTEE REPORTS

8. STAFF REPORTS

A. 03-06-2024 Manager's Report

9. SPECIAL PRESENTATIONS

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

10. 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. 806 Cemetery Road - New Maintenance and Storage Building

B. Belden Place Application for Additional Water SFEs

C. Ordinance 01 - Series 2024 (Second Reading) An ordinance Amending Provisions Contained in Chapter 13 (Utilities Code), Chapter 16 (Zoning Code), Chapter 17 (Subdivision Code), and Chapter 18 (Building Code) of the Minturn Municipal Code

D. Resolution 11 - Series 2024, A Resolution Extending the Approval Period for the Battle North/Minturn Settlement Agreement

E. Resolution 12 - Series 2024, A Resolution Terminating the 2008 Battle North (Ginn) PUD Preliminary Plan

F. Ordinance 02 - Series 2024 (First Reading) An Ordinance approving the Rezoning of Lot 3A South Minturn Addition Subdivision from Commercial to Residential

11. DISCUSSION / DIRECTION ITEMS

A. Battle North Metro District Service Plan Review

12. FUTURE AGENDA ITEMS

A. Future Agenda items

13. ADJOURN

INFORMATIONAL ONLY ITEMS

Upcoming Meetings & Events:

- March 20, 2024 Council Meeting
- April 2, 2024 Minturn Municipal Election
- April 3, 2024 Council Meeting



OFFICIAL MINUTES
Town Council Regular Meeting 5:30PM
Wednesday, February 21, 2024
Town Hall / Council Chambers - 302 Pine St Minturn, CO

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This agenda and meetings can be viewed at www.minturn.org.

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION:

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Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 829 1576 6782

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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 5:35pm.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Council present Mayor Earle Bidez, Mayor Pro Tem Terry Armistead, Town Council members, Eric Gotthelf, Gusty Kanakis, Kate Schifani, and Brian Rodine. Note: Lynn Feiger was excused absent.

Staff present: Town Attorneys Michael Sawyer, Town Planner Scot Hunn, Town Manager Michelle Metteer, and Town Clerk Jay Brunvand (zoom).

Earle B. updated that he will be adhering to council rules to include uninterrupted time for each council member to speak without interrupting each other. At the next meeting we will begin using a timer to ensure fairness.

3. 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. 02-07-2024 Minutes
- B. Resolution 07- Series 2024 A Resolution Accepting Conveyance of Minturn North Tract C
- C. 806 Cemetery Road - New Maintenance and Storage Building

Terry A. requested to pull Item C for further review, this was moved to Discussion Item 11b.

Motion by Terry A., second by Gusty K., to approve the Consent Agenda of February 21, 2024 as amended. Motion passed 6-0. Note: Lynn Feiger was excused absent.

4. APPROVAL OF REGULAR AGENDA

Opportunity for amendment or deletions to the agenda.

Motion by Kate S., second by Eric G., to approve the Agenda of February 21, 2024 as presented. Motion passed 6-0. Note: Lynn Feiger was excused absent.

5. DECLARATION OF CONFLICTS OF INTEREST

6. 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.

7. COUNCIL COMMENTS & COMMITTEE REPORTS

Earle B. updated on a recent Eagle Transit Authority meeting and that Minturn will have 3 additional routes beginning in the summer. He also noted additional trips going west throughout the day. They are still working on the Fare Free program(s). He noted the March 5 Candidate forum for the council election to be held at 5:30. Citizens having questions can submit them in advance. The election on 4/2/24 and absentee ballot applications are available now.

8. STAFF REPORTS

- A. Manager's Report

Minturn Made the Super Bowl!

It’s exciting to see Minturn make its way into a small portion of Microsoft’s Copilot: Your Everyday AI Companion commercial. It received over 120 million views during the airing of the Super Bowl and has received an additional 16 million views on YouTube. Here is a link to the full commercial: <https://youtu.be/SaCVSubYpVc?si=kzvtvSQF3j8tupwA4>. Take note of the homes highlighted from Minturn. These are older homes, with color and “character.”

CDOT Administrative Meeting

I met with CDOT representatives to discuss matters related to Highway 24. CDOT supports permanent bulb outs for traffic calming, illuminated signage for speeds, overhead banners (pending town pays for the structural engineering to install and permit) and recommends Minturn obtain a transportation master plan moving forward. I will also be requesting a new speed study be conducted for the HWY 24 corridor. CDOT is also donating two illuminate speed feedback radar signs to Minturn. This is a value of almost \$8,000.

Code Compliance and Building Permit Specialist Job Opening

Minturn is hiring! If you know of someone looking for an exciting position in government, they may be interested in the world of code compliance. Please direct them to the town’s website for a complete description of the code compliance and building permit technician job description and list of benefits. Full list of details here: <https://www.minturn.org/home/news/job-opening-code-enforcementoutreachand-building-permit-specialist>

Michelle M. attended the Wildland Urban Interface meeting today that discussed building codes and wildfire issues.

9. 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. One Book One Valley Proclamation - Lori Ann Barns, Vail Public Library

Ms. Lori Ann Barns, Vail Public Library, was present to review the One Book One Valley Proclamation. The Proclamation was read into the record as presented. Ms. Barns presented the Council with this year’s book and book marks. A copy of the book will also be added to our Free Library. Earle B. read the proclamation.

10. 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 06 -Series 2024 A Resolution in Support of the Bolts Ditch Act

Michelle M. presented as Town Council is aware, Eagle River Water & Sanitation District and Upper Eagle Regional Water Authority purchased the Bolts Lake property in Minturn to construct and operate a 1,200 acre-foot water storage reservoir, which will be critical to providing sustainable water supplies for our region. In turn, Bolts Ditch and the Bolts Ditch Headgate will

be essential to fill Bolts Lake Reservoir. Town Council will consider a Resolution at its Feb. 21 meeting supporting the passage of the Bolts Ditch Act, which provides necessary federal authorization for the District and Authority to conduct maintenance work on Bolts Ditch and its headgate within the Holy Cross Wilderness. In 2022, Town Council passed a resolution requesting that federal legislation be introduced to amend the John D. Dingell, Jr. Conservation, Management, and Recreation Act (“Dingell Act”) to add the District and Authority as government entities, along with the Town of Minturn, that may use, maintain, and repair Bolts Ditch and its headgate. The Bolts Ditch Act was subsequently introduced on June 22, 2023, in the U.S. House of Representatives by Rep. Joe Neguse (H.R.4297) and the U.S. Senate by Sen. Michael Bennet (S.2156). On January 31, 2024, I testified in support of H.R.4297 before the House Subcommittee on Federal Lands of the Committee on Natural Resources. Town Manager Metteer joined me in Washington, D.C., to attend the hearing in unity. The Bolts Ditch Act is critical to the development of Bolts Lake Reservoir. When the Holy Cross Wilderness was originally designated in 1980, Bolts Ditch was mistakenly included within the wilderness boundary. While the Bolts Ditch diversion structure is only 450 feet within the Holy Cross boundary, the wilderness designation prevented the continued use, maintenance, and repair by any entity. In 2019, Minturn sought a narrow wilderness exemption to rehabilitate Bolts Ditch as part of its municipal water system. A provision was included in the Dingell Act directing the Secretary of Agriculture to issue a special use authorization exclusively to Minturn for non-motorized access and use for the purposes of the diversion of water and use, maintenance, and repair of Bolts Ditch and its headgate. The Bolts Ditch Act is a simple amendment to the Dingell Act explicitly granting the District and Authority the same access as Minturn. On behalf of the 50,000 local customers of the Eagle River Water & Sanitation District and the Upper Eagle Regional Water Authority who will benefit from Bolts Lake Reservoir, thank you for your consideration of a resolution supporting passage of the Bolts Ditch Act.

Terry A. asked of the status; they are moving forward and anticipate designs by late summer. Discussion ensued on wetlands status, and it was expressed the wetlands will be addressed once they are determined.

Motion by Gusty K., second by Brian R., to approve Resolution 06 -Series 2024 A Resolution in Support of the Bolts Ditch Act as presented. Motion passed 6-0. Note: Lynn Feiger was excused absent.

B. Resolution 08-2024 Approving A Conditional Use Permit for a New Duplex at 362 Taylor St

Scot H. presented.

Summary of Request: The Applicant requests a Conditional Use Permit review of a new, 5,411 square foot duplex (Unit A: 4 bedrooms, 2,900 square feet and Unit B: 3 bedrooms, 2,511 square feet) located at 362 Taylor Street in the Game Creek Residential Zone District. The Planning Commission acting as the Design Review Board have approved the design plans of the duplex. The Applicant has provided a relatively complete and thorough set of site, landscaping, and architectural plans allowing staff and the DRB to conduct a final plan level review of the project. Proposed Plans The plans show a three and a half level structure with a max height measured to

the midpoint of the roof of 27.833 feet above proposed grade. The height of the proposed structures appear to be within the maximum 28-foot allowable within the Game Creek Residential Zone District.

Staff and the Planning Commission suggest that the Final Plans for 362 Taylor Street comply with applicable provisions of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code. In the event the Town Council approves the Conditional Use Permit, the following conditions of approval are suggested by the Planning Commission.

- The Applicant shall address the comments provided by the Town Engineer in the letter dated February 9, 2024 prior to building permit issuance.
- The Applicant shall maintain the minimum required parking spaces for each duplex unit.

Scot H. identified the necessary findings:

- That the proposed location of the use is in accordance with the purposes of this Charter, the Community Plan and the purposes of the zone in which the site is located.
- That the proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
- That the proposed use will comply with each of the applicable provisions of this Chapter..

Mr. Karl Kruger, applicant, spoke. He discussed the duplex, density, grade of driveway, and how he has addressed the snow storage and parking. He noted the snow storage is based on 5% of the lot size, not 5% of the paved area.

Gusty K. noted he was not aware duplex units were a conditional use in that area. Scot H. stated a Conditional Use is required but will be reviewed as they review code updates.

Brian R. asked if the units could be sold and then reduced to a single unit; this would be allowed.

Terry A. discussed water use and needs. Mike S. noted the moratorium allows historical plus one SFE so this would be allowed. It was clarified that these are two units and will require two taps minimum.

Motion by Eric G., second by Terry A., to approve Resolution 08 – Series 2024 approving a Conditional Use Permit for a new duplex at 362 Taylor St as proposed with the following findings and conditions. Motion passed 6-0. Note: Lynn Feiger was excused absent.

Conditions:

- The Applicant shall address the comments provided by the Town Engineer in the letter dated February 9, 2024 prior to building permit issuance.
- The Applicant shall maintain the minimum required parking spaces for each duplex unit.

Necessary Findings of Fact:

- That the proposed location of the use is in accordance with the purposes of this Charter, the Community Plan and the purposes of the zone in which the site is located.
- That the proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
- That the proposed use will comply with each of the applicable provision of this Chapter..

C. Ordinance 01 - Series 2024 (First Reading) Amending Provisions Contained in Chapter 13 (Utilities Code), Chapter 16 (Zoning Code), Chapter 17 (Subdivision Code), and Chapter 18 (Building Code) of the Minturn Municipal Code

Mike S. presented that as members of the Council will recall, the Town entered into a settlement agreement with Battle Mountain to resolve litigation that the Town had filed. The litigation arose from Town approvals granted between 2006 and 2008 to implement a ski resort development concept. Those approvals included both agreements as well as land use approvals for a large resort concept located in the Maloit Park, Bolts Lake and Battle Mountain areas.

The settlement agreement contemplates that the Town will consider approval of a much scaled down development concept. Specifically, the settlement agreement identifies a maximum density of 250 residential units, a destination spa and wellness facility, and up to 50,000 square feet of commercial development. In order to implement these settlement terms, the settlement agreement identifies various changes to the Town Code. The Ordinance presented for your consideration at the February 21 meeting (with proposed second reading on March 6) would implement the code changes identified in the settlement agreement. It is important to note that the settlement agreement did not guarantee that these code changes would be adopted. Rather, the settlement agreement creates a process by which the Town through its Planning and Zoning Commission and Town Council will consider applications for development approvals to implement the concept identified in the settlement agreement.

An important part of the settlement agreement is the requirement that Battle Mountain obtain water service for its proposed development from Eagle River Water and Sanitation District (“ERWSD”). Battle Mountain has an agreement that was executed at the time that the Bolts Lake reservoir site was sold to ERWSD that requires the District to provide water service. This likely will be in the form of a new water treatment plant taking water from the Eagle River and specifically providing it to the proposed Bolts Lake development. Section 4 of the ordinance includes utility code amendments specific to the Bolts Lake area that recognize that the Town will not provide water for this development and will not operate or maintain the water treatment plant providing such service period.

Section 5 of the ordinance implements additions to the Town's zoning code specific to the Bolts Lake development. This includes the addition of certain definitions specific to the Bolts Lake zone districts and the establishment of four new zone districts. The Bolts residential zone district is characterized by residential, non-commercial land uses. The Bolts mixed-use zone district includes higher density residential and certain low impact commercial business uses. The Bolts open space and recreation zone district is specific to non-developed areas within the Bolts Lake property. The

Bolt holding zone is a zone district that will be applied to properties the Town will receive but for which there has not been a formal planning process to establish eventual uses. The locations of these zone districts are included in a graphic in the ordinance.

The proposed land use table is included in section 16-10.5-70 and describes the types of land uses allowed in the various zone districts. One use type that requires some attention is the temporary processing area use which is designated as a use by right in the Bolts open space and recreational zone. This particular use contemplates that material excavated from the Bolts Lake reservoir will be transferred to certain parcels for processing and eventual coverage of the old tailings pile area to complete remediation of that site. Normally, material processing would be subject to a conditional use permit requirement to ensure that impacts are addressed. 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. Council should be mindful that in the first Intergovernmental agreement between the Town and ERWSD, the Town agreed not to apply its 1031 permitting authority to the placement of fill at the OTP. The second IGA with ERWSD does require the District to submit information related to “Nuisance. Descriptions of noise, glare, dust, fumes, vibration, and odor levels anticipated to be caused by the project,” air quality, visual quality, surface water quality, and ground water quality. The second IGA also requires approval of a “monitoring and mitigation plan” to avoid potential adverse impacts.

The dimensional use table can be found at 16-10.5-90. This table has been reviewed by planner Scot Hunn.

Clarifying discussion ensued as to how the ordinance handles the conditions within the settlement agreement, uses of the various properties, and allowable uses in the various proposed zones. Mike S. noted that no ordinances are added to the code until the end of the settlement agreement.

Section 6 of the ordinance involves changes to the subdivision code. The main provisions involve the use of exemption plats to create parcels within the Bolts Lake property that have a minimum size of five acres. The exemption plats are only subject to an administrative review. The plats will create parcels that can be conveyed to third parties. It is anticipated that the exemption plats will be used to create parcels that will be conveyed to the Town and also parcels that the developer may choose to convey to third parties interested in developing portions of the Bolts Lake area. The approximate locations for the initial exemption parcels will be presented by Battle Mountain during the hearing. In section 17-6-80 (7) A, we are still working with the Town engineer to determine which of the Town's final plat requirements will apply to the exemption plats. That issue will be clarified prior to final approval by the Town Council. Parcels created by exemption plat will have no development rights. Instead, before an exemption plat parcel can be developed, the owner will have to come through either the site plan review process or a formal subdivision process. That way, impacts can be addressed and formal review of the development concept for these exemption plat parcels can be obtained. The exemption plats will further note that water service will not be provided by the Town of Minturn.

Section 7 involves certain minor amendments to the building code. The code changes provide that impact fees are not addressed at time of an exemption plat but rather at the time of a further

subdivision or development application for set parcel. The Planning and Zoning Commission did make one recommendation of approval. It is contained in the dimensional use table. The original draft had maximum building heights for the Open Space and Recreation District and the Holding Zone. The recommendation is to make building heights and setback decisions at the time of a design review, CUP, or location and extent review. The only building currently contemplated in this zone district is the water treatment plant to be constructed by ERWSD. Before that can occur, ERWSD will have to undertake a location and extent review with the Town and these dimensional limitations can be imposed. If Council would like to revert to the prior dimensions, we can do that for second reading.

Issues presented that will be further discussed before 2nd reading:

- Recreational uses (clubs and other nonprofit organizations)
- Processing area as a use by right
- 35ft height limitation
- Conditional use of gas station

Public Hearing Opened
No Public Comment
Public Hearing Closed

Motion by Kate S., second by Gusty K., to approve Ordinance 01 - Series 2024 (First Reading) Amending Provisions Contained in Chapter 13 (Utilities Code), Chapter 16 (Zoning Code), Chapter 17 (Subdivision Code), and Chapter 18 (Building Code) of the Minturn Municipal Code as presented. Motion passed 6-0. Note: Lynn Feiger was excused absent.

11. DISCUSSION / DIRECTION ITEMS

A. WaterSmart Meter Program

As part of the 2019 Water Capital Improvement Plan approved by the Council, staff undertook the process of replacing the aging water meters on every structure in Town. Purposefully, WaterSmart Meters were installed to support Minturn’s Strategic Plan strategy to “Practice fair, transparent and communicative local government.” Within this strategy the Council further elaborates the initiative by indicating “The Town will seek to make ethical, informed, data-based decisions...”.

The WaterSmart meter system not only supports the Town in the initiative toward improved data and decision-making but takes this initiative a step further by allowing the Minturn water users to be a part of that process and solution. The WaterSmart program puts water use information into the hands of the people who need it the most, the water users. By having this data, water users can begin to be a part of the consumption solution. Customers will be more aware of their water use and can see real-time information like leaks and over-consumption. This program has been a long time in the coming. As our climate dries and water consumption continues to become a more valuable resource, Minturn benefits by educating our businesses and residents on the value of water and the new to consume wisely. By allowing the Town to contribute \$43,409 toward the ability to obtain this data, the Town, residents, and businesses can all begin our journey toward becoming more WaterSmart.

WaterSmart: Intelligence Beyond the Meter Cost has been an issue during past requests for support of this program. Since the staff's last request, here are the steps that have been taken to address the cost issues:

1. Subsidized the USGS Cross Creek River Gage Annual Contract with the following:
 - a. \$10,000 contribution from the Colorado Water Conservation Board
 - b. (Potential) \$3,110.67 contribution from ERWSD
 - c. These two contributions cover Minturn's annual cost toward the gage
2. \$30,298.33 from the Minturn North Cash in Lieu revenues which are to be used toward the augmentation water contracts in 2024. See attached page from Minturn North Development Agreement requiring the payment of \$1,377,034 within 30 days of recording the Final Plat. The Final Plat is being recorded March 5, 2024.

The \$1,377,034 is the first cash in lieu fee payment from Minturn North and represents the payment for the first 34 SFEs. These funds can only be used for items like augmentation water contracts, water rights diligence, and a handful of other water-related matters, but an additional benefit to Minturn is that the revenue frees up monies in the Enterprise Funds which would have otherwise been used to cover such costs. Town treasurer Jay Brunvand will be creating a separate high-yield savings account (5.5% with 100% liquidity) to allow this influx of cash in lieu funds to slowly regenerate.

Discussion ensued on how this would help the citizens and would it be cost effective, some users don't have internet so would not be able to monitor their use, where the cost would come from in future years?

Direction given: proceed as proposed (5-1 Gusty K.)

B. 806 Cemetery Road - New Maintenance and Storage Building

This item was moved from the Consent Agenda for further consideration. Mike S. clarified that this was pulled from the Consent Agenda for further consideration and a motion from Council is required.

Terry A. stated that she asked to pull this up based on the wildlife concerns and issues where wildlife is being hurt by the Cemetery fence. She expressed concern about the calving season and if this would be affected by the construction season.

Brian R. asked if the fence concerns could be added as a condition of the shed. Mike S. stated the fence could not be linked to the shed DRB approval.

Michelle M. noted Colorado Department of Wildlife (CDW) is our advising agency on animal migration. It was recommended that they be asked for comments on how the migrations would affect the construction season in that area.

Motion Kate S. Brian R to table until CDW can weigh in and the Cemetery District can be contacted and informed. Motion passed 6-0. Note: Lynn F. was excused absent.

12. FUTURE AGENDA ITEMS

A. Future Meeting Topics

- Preparations for the Battle Mtn agreement completion
- Tiered water rates and what those would look like

13. ADJOURN

Motion by Kate S., second by Eric G., to adjourn the meeting at 9:01pm.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

INFORMATIONAL ONLY ITEMS

Upcoming Meetings & Events:

- March 5, 2024 Candidate Forum
- March 6, 2024
- March 20, 2024
- April 2, 2024 Town Council/Mayor Election



To: Mayor and Town Council
From: Michelle Metteer, Town Manager
Date: 03/06/2024
Agenda Item: Union Pacific Reimbursement Agreement

REQUEST:

Approve the Union Pacific Reimbursement Agreement allowing for up to \$15,000 to cover costs for Union Pacific to review plans, documents and on-site changes associated with the Railroad Ave sidewalk and pedestrian improvements scheduled for this spring.

INTRODUCTION:

Minturn was awarded a \$250,000 grant for pedestrian improvements associated with the Taylor Ave to Main Street corridor. This work will include the installation of sidewalks along Railroad Ave, crosswalks, signage, speed bumps, rumble strips and the expansion of the Railroad Ave right of way by 5'. The Railroad Ave expansion will require the Minturn Motel fence to be relocated slightly more that 5' further into the Minturn Motel property.

ANALYSIS:

As part of Union Pacific’s approval of the Railroad Ave approvals, this contract is required and essentially non-negotiable.

COMMUNITY INPUT: Valued

BUDGET / STAFF IMPACT: up to \$15,000

STRATEGIC PLAN ALIGNMENT:

**PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT.
ADVANCE DECISIONS/PROJECTS/INITIATIVES THAT EXPAND FUTURE OPPORTUNITY AND VIABILITY FOR
MINTURN**

RECOMMENDED ACTION OR PROPOSED MOTION:

Approve Resolution 09 - Series 2024 A Resolution Authorizing the Mayor to sign an agreement between Union Pacific Railroad and the Town of Minturn for Specific Engineering Services

ATTACHMENTS:

- Resolution 9- Series 2024

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 09 – SERIES 2024**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
SIGN AN AGREEMENT BETWEEN UNION PACIFIC RAILROAD AND
THE TOWN OF MINTURN FOR SPECIFIC ENGINEERING
SERVICES**

WHEREAS, The Town of Minturn desires to initiate engineering services as outline and defined in the attached agreement, and

WHEREAS, The defined project will affect Union Pacific Railroad’s track and right of way at or near the defined area, and

WHEREAS, The Union Pacific Railroad agrees to collaborate with the Town on the conceptualization and development of the project as laid forth in the attached agreement.

**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 agreement and authorizes the Mayor or his designee to execute said agreement.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 6th
day of March, 2024.**

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$15,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and TOWN OF MINTURN, COLORADO (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

TOWN OF MINTURN, COLORADO

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Kenneth Tom

Printed Name

Title

Manager I, Engineering – Public Projects

Title

Exhibit A

Project Description and Location

Project Description

Town of Minturn, CO proposes to install a sidewalk at the crossing at the location referred to below.

Location

Tennessee Pass Subdivision

DOT	Crossing Type	Milepost	Street Name
253531V	Public	301.62	Taylor Street/Railroad Avenue

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C Billing Contact Information

Name	Michelle Metteer
Title	Town Manager
Address	PO Box 533, Minturn, CO, 81645
Work Phone	(970) 343-9122
Cell Phone	
Email	manager@minturn.org
Agency Project No.	

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$15,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and TOWN OF MINTURN, COLORADO (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

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6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

TOWN OF MINTURN, COLORADO

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Kenneth Tom

Printed Name

Title

Manager I, Engineering – Public Projects

Title

Exhibit A

Project Description and Location

Project Description

Town of Minturn, CO proposes to install a sidewalk at the crossing at the location referred to below.

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- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C Billing Contact Information

Name	Michelle Metteer
Title	Town Manager
Address	PO Box 533, Minturn, CO, 81645
Work Phone	(970) 343-9122
Cell Phone	
Email	manager@minturn.org
Agency Project No.	

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: March 1, 2024
TO: Planning & Zoning Commission
FROM: Karp Neu Hanlon, P.C.
RE: Minturn Road Agreement with Eagle County

In November 2023, the council approved a final plat for the Minturn North subdivision. As part of the final plat approval, the council also approved construction plans for public improvements to be constructed as part of the subdivision. One of the public improvements is upgrades to Minturn Rd. at locations outside of the Town's boundaries. Because these improvements will take place within the portion of Minturn Road owned by Eagle County, an agreement with the county is required. For your consideration is an agreement with Eagle County that allows the County to enforce provisions of the PUD development agreement related to Minturn Rd. outside of Minturn's boundaries, and to collect on security held by the Town for the construction of those public improvements. As you may recall, the town will be receiving over \$1 million in security specifically for the Minturn Rd. improvements outside of the Town's boundaries. Staff recommends approval of the agreement to allow the Minturn North final plat to be recorded and the improvements to be constructed to Minturn Road.

Please note that Exhibit B to the agreement will be substituted. Eagle County is modifying the approval letter to note that no curb and gutter will be installed in the County.

**TOWN OF MINTURN
RESOLUTION NO. 10 – SERIES OF 2024**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN,
COLORADO, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
RELATING TO IMPROVEMENTS FOR EAGLE COUNTY ROAD 14 BETWEEN
EAGLE COUNTY AND THE TOWN OF MINTURN, COLORADO**

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 (the “State”) and the Town Charter (the “Charter”); and

WHEREAS, Eagle County is a body corporate and politic existing under the laws of the State (“County”); and

WHEREAS, the Town has approved the Minturn North subdivision which includes off site improvements to County Road 14 located outside of the Town’s corporate boundaries (“County Minturn Road Improvements”); and

WHEREAS, the Town will receive security for the County Minturn Road Improvement together with certain enforcement rights detailed in the Minturn North PUD Development Agreement; and

WHEREAS, the Town desires to make such security and enforcement rights available to Eagle County for the County Minturn Road Improvement; and

NOW, THEREFORE, IT IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN AS FOLLOWS:

1. The foregoing recitals are incorporated herein as if set forth in full.
2. The Mayor or his designee is authorized to sign and execute the Agreement, as attached, on behalf of the Town of Minturn.

INTRODUCED, READ, APPROVED AND ADOPTED this 6th day of March, 2024

EARLE BIDEZ, MAYOR

ATTESTS:

JAY BRUNVAND, CLERK

**AGREEMENT RELATING TO
IMPROVEMENTS
FOR EAGLE COUNTY ROAD 14**

THIS AGREEMENT made this _____ day of _____, 2024, by and between the TOWN OF MINTURN, COLORADO, a home rule municipality whose address is 302 Pine Street, P.O. Box 309, Minturn, CO 81645 (the “Town”), EAGLE COUNTY, COLORADO, a political subdivision of the State of Colorado whose address is 500 Broadway, Eagle, CO 81631 (the “County”), and MINTURN CROSSING, LLC, a Colorado limited liability corporation whose address is 225 Main Street, Suite C-101, Edwards, CO 81632, (the “Developer”) (individually, a “Party”; collectively, the “Parties”);

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Town of Minturn, Colorado known as Minturn North Planned Unit Development as described on **Exhibit A**, attached and incorporated by this reference (the “Property”); and

WHEREAS, on November 15, 2023, the Town granted approval for the Minturn North Planned Unit Development (the “PUD”) Final Plan by Ordinance No. 15, Series 2023, and Final Plat by Ordinance No. 17, Series 2023; and

WHEREAS, Ordinance No. 15, Series 2023 Sec. 3.3 is a condition of approval that requires “[t]he Applicant shall provide 100% construction level plans and cost estimates for County Road 14/the extension of Minturn Road within one year and constructed within three years of final plat approval”; and

WHEREAS, by the Planned Unit Development Agreement for Minturn North Planned Unit Development recorded at Reception No. _____ with the Eagle County Clerk and Recorder (the “PUD Agreement”), the Developer has agreed to security, acceptance, and warranty provisions as set forth therein that includes such for County Minturn Road Improvements; and

WHEREAS, the County owns County Road 14/Minturn Road (“Minturn Road”) which is located in-part outside of the corporate boundaries of the Town and will be the owner and beneficiary of the completed Improvements; and

WHEREAS, the County has granted conditional approval of the road improvements to Minturn Road located in the County subject to final approval of 100% construction level plans; (**Exhibit B**) (as described and depicted in Exhibit B, “County Minturn Road Improvements”) and

WHEREAS, the Parties wish to enter into an agreement to establish the County as a party to the foregoing commitments relating to the County Minturn Road Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants

contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the Parties.

2. County Third-Party Enforcement of PUD Agreement. The Parties agree that the County is a third-party beneficiary of the PUD Agreement as it relates to the County Minturn Road Improvements and is therefore entitled to pursue enforcement of the provisions relating thereto. In the event of a breach of the PUD Agreement by the Developer in any matter relating to the County Minturn Road Improvements, the County may provide notice of such breach to the Town and Developer and demand enforcement of the PUD Agreement against the Developer. Town shall take such actions necessary to ensure compliance with the covenants and promises of the PUD Agreement relating to the County Minturn Road Improvements against the Developer. This third-party right of enforcement shall be limited to the Public Improvements construction and warranty requirements described in the PUD Agreement pertaining to the County Minturn Road Improvements and drawing on the amount of security required by the PUD Agreement for the County Minturn Road Improvements (**Exhibit C**) (as described in Exhibit C – the “Security”). The County shall have the right to draw on the Security and to assert claims for enforcement as permitted in the PUD Agreement. Nothing herein shall preclude the Town from exercising its rights under the PUD Agreement as it relates to the County Minturn Road Improvements.

3. Notice and Cure. The Town and the County shall enforce rights provided for in this Agreement shall comply with the notice and cure provisions in the PUD Agreement.

4. Indemnification. The Developer agrees to indemnify and hold the County and Town harmless from any and all claims or losses of any nature whatsoever incurred by the County or Town resulting from the obligations herein and the PUD Agreement relating to the County Minturn Road Improvements. This indemnification shall include actual attorneys’ fees incurred in the event that any party brings an action against the County or Town for any of the provisions described herein. The Parties intend not to duplicate any legal services or other costs associated with the defense of any claims against any Party described in this section. Therefore, the Parties agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.

5. Runs with the Land. Developer and all other parties with an interest in title to the Property as hereafter is subdivided hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such owner takes title to a Lot within the PUD, that this Agreement shall constitute an irrevocable covenant running with the title to the Property as a burden thereon for the benefit of the Town of Minturn and Eagle County, and assigns, and shall be binding on the Developer with respect to the Developer’s obligations under this Agreement and their successors or assigns. This agreement shall be enforceable by the Town of Minturn and its Town Council, Eagle County and its Board of County Commissioners and their respective successors and assigns, as applicable, or their designee, by any appropriate legal action including but not limited to specific performance, injunction, reversion, damages or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies

provided by law.

6. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

Notice to County: Eagle County Government
500 Broadway
P.O. Box 850
Eagle, CO 81631
_____ [email address]

With copy to: Eagle County Attorney
500 Broadway
P.O. Box 850
Eagle, CO 81631
_____ [email address]

Notice to Town: Town of Minturn
P.O. Box 309
Minturn, CO
81645
manager@minturn.org

With copy to: Karp Neu Hanlon, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602
mjs@mountainlawfirm.com

Notice to Developer: Minturn Crossing, LLC
Attn: Rick Hermes, Manager
225 Main Street, Ste. C-101
Edwards, CO 81632

7. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the Parties.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

9. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Eagle County, Colorado.

10. Authority. Each person signing this PUD Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this PUD Agreement and to bind the Party it represents to the terms and conditions hereof.

11. No Agency, Joint Venture, or Partnership. It is specifically understood and agreed to that the Parties that this Agreement does not create any agency, joint venture, or partnership relationship between the Parties. The Town has no interest in responsibility for, or duty to, third parties concerning any improvements made hereunder until such time, and only until such time, that the Town accepts the Public Improvements under the provisions of this Agreement.

12. Execution, No Guarantee. The execution of this Agreement by the Town and County in no way represents that the Town or County will accept the public County Minturn Road Improvements set forth in the Construction Plans for title or maintenance purposes until said Improvements have been completed in strict compliance with Town standards, rules, and regulations.

13. Counterparts. This PUD Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Clerk to the Board of County Commissioners

By: _____
Matt Scherr, Chair

TOWN OF MINTURN, STATE OF
COLORADO, By and Through Its
TOWN COUNCIL

ATTEST:

Clerk to the Town Council

By: _____
Earle Bidez, Mayor

DEVELOPER
Minturn Crossing, LLC

By: _____
Rick Hermes, Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 20
, by Rick Hermes as Manager of Minturn Crossing, LLC.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT A

Minturn PUD Property Description

Parcel 1 according to the Final Plat UPRR Subdivision according to that final plat recorded in the public records of Eagle County on 13 December, 2024, as Reception No. 202316483; less and excepting therefrom Tract C according to the Final Plat Minturn North P.U.D. recorded in the public records of Eagle County on __, ____, 202__, as Reception No. _____.



February 22, 2024

Michelle Metter
Town Manager
301 Boulder Street, #309
Minturn, CO 81645

RE: Paving of County Road 14 in connection with Minturn North Planned Unit Development

Dear Michelle:

The purpose of this letter is to document the conditional approval of Eagle County, Colorado, of a proposal to improve a portion of Minturn Road (County Road 14), located in unincorporated Eagle County (the "Project"), on the terms set forth herein.

It is my understanding that the developer of a project known as the Minturn North Planned Unit Development, located in the Town of Minturn (the "PUD"), has agreed in connection with the approval of the PUD by the Town of Minturn, to improve Minturn Road from the PUD boundary to Dowd Junction. The improvements generally consist of drainage improvements, curb and gutter in certain locations, widening of the roadway and paving. The segment of Minturn Road to be improved by the developer is generally depicted on the exhibit attached to this letter. A portion of this road segment is located in unincorporated Eagle County, and has been classified as a Rural Residential Collector under County Land Use Regulations. County standards require a minimum lane width of 11', with 2' shoulders.

The County's approval of the Project is conditioned upon the following: (i) prior review and approval by the County Engineer and the County Director of Road and Bridge of full plans and specifications and materials for the Project; (ii) opportunity for inspection of the Project by the County Engineer and/or the Director of Road and Bridge following completion; (iii) execution by the developer of a subdivision or public improvement agreement for the Project ("SIA") that includes a two-year warranty period during which time the developer would be responsible for any necessary repairs to ensure the Project is in compliance with the approved plans, provision for indemnification of the County, and a provision requiring collateral for the Project improvements through termination of the warranty period. I understand the Town has agreed to hold the collateral to be submitted by the developer under this SIA on behalf of the County, which the County may draw from to remedy any default by the developer under the terms of the SIA.

Please let us know if you need any additional information from us with regard to this Project.

Sincerely,

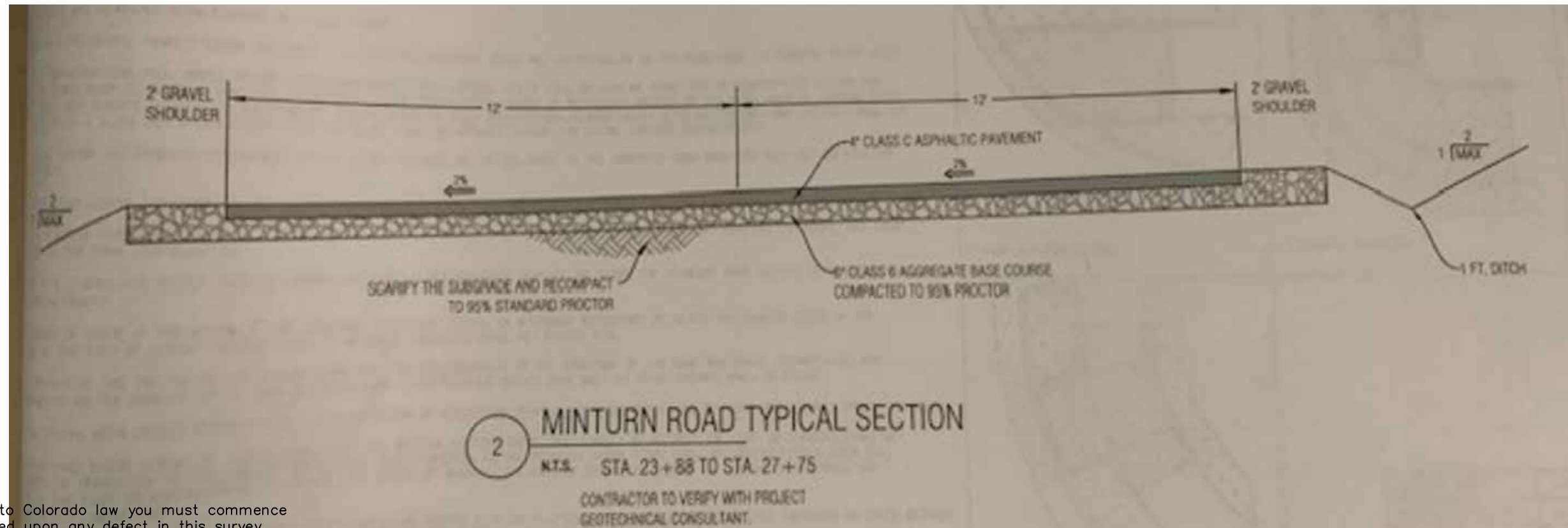
Jeff Shroll
County Manager

cc: Ben Gerdes, County Engineer
Beth Oliver, Interim County Attorney

EXHIBIT B



*MINTURN ROAD CONSTRUCTION LIMITS
NOT TO SCALE*



2 MINTURN ROAD TYPICAL SECTION
N.T.S. STA. 23+88 TO STA. 27+75
CONTRACTOR TO VERIFY WITH PROJECT
GEO TECHNICAL CONSULTANT.

*ROAD DETAIL
NOT TO SCALE*

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover 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.

Section 3, Item C.




CLIENT: TOWN OF MINTURN
This document was prepared for the exclusive use of the Client specified herein. The use of this document or the information contained herein, by any other person or entity is not authorized. In the event that any other person or entity desires to use this document for any purpose other than that intended, they must first obtain written authorization from Inter-Mountain Engineering. This document and any information contained herein is intended to be used within one year of the date hereof. Use after that period is not authorized.

MINTURN ROAD PAVING EXHIBIT
PAVING LIMITS
TOWN OF MINTURN
COUNTY OF EAGLE, STATE OF COLORADO

DRAWN BY: SPF
SCALE: N.T.S.
DATE ISSUED: 6-5-23
PROJECT NO. 23-0001
EXHIBIT 1 OF 35

EXHIBIT C

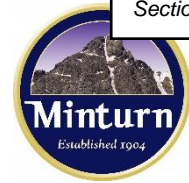
Section 3, Item C.

	<p>MINTRUN ROAD (Offsite Improvements) MINTURN NORTH - MINTURN CO Engineer's Opinion Of Estimated Cost</p>
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November 7, 2023	PROJECT NO: 22036.01
Prepared by Boundaries Unlimited Inc.	Final Plat - Civil Engineering Estimate Dated 8-3-2023

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
GENERAL						
G1	Mobilization	1	LS	\$85,000	\$85,000	7.4%
G2	Traffic Control - Barricades & Signage + Flagging	1	LS	\$24,000	\$24,000	2.1%
G3	Erosion Control - Silt Fencing	4,380	LF	\$3.50	\$15,330	1.3%
G4	Erosion Control - Silt Logs	110	EA	\$34.00	\$3,740	0.3%
G5	Hydromulch Revegetation	7,300	SY	\$5	\$24,000	2.1%
G6	Pavement Striping	1	LS	\$2,500	\$36,500	3.2%
				<i>Item Subtotal</i>	\$188,570	16.5%
DRAINAGE						
D1	18" ADS-N12 Culvert (4 road crossings)	336	LF	\$120	\$40,320	3.5%
D2	18" Culvert Flared End Section	8	EA	\$200	\$1,600	0.1%
D3	18" Nominal Angular RipRap	100	Ton	\$154.00	\$15,400	1.3%
D4	Borrow Ditch and Shoulder Improvements (Excavation & Compaction)	2,000	CY	\$30.00	\$60,000	5.3%
				<i>Item Subtotal</i>	\$117,320	10.3%
ROAD						
R1	Minturn Road Demo & Subgrade Prep & Compaction	15,000	SY	\$6.00	\$90,000	7.9%
R2	Class 6 ABC 6" Depth Subbase	3,699	Ton	\$42.00	\$155,358	13.6%
R3	Class 6 ABC 2' Wide Shoulder	1,233	Ton	\$43.00	\$53,019	4.6%
R4	4" Asphaltic Pavement	2,596	Ton	\$180.00	\$467,280	40.9%
R5	Minturn Road Interconnection - Each Ends	2	EA	\$10,000	\$20,000	1.8%
R6	RailRoad Crossing Improvements	1	LS	\$25,000	\$25,000	2.2%
R7	Bridge Approach Improvements (Eagle River Crossing)	1	LS	\$25,000	\$25,000	2.2%
				<i>Item Subtotal</i>	\$835,657	73.2%
CONSTRUCTION TOTAL					\$1,141,547	100.0%
OTHER SERVICES & COSTS						
O1	Drainage Study	1	LS	\$25,000	\$25,000	2.2%
O2	Civil Engineering	1	LS	\$25,000	\$25,000	2.2%
O3	Construction Surveying & Staking	1	LS	\$15,000	\$15,000	1.3%
O4	Geotech Testing (compaction)	1	2.0%	\$15,000	\$15,000	1.3%
O5	Construction Observation	1	LS	\$20,000	\$20,000	1.8%
O6	BOND		1.5%		\$17,123	1.5%
O7	Contingency (10%)		10.0%		\$114,155	10.0%
O8	3 Year Inflation adjustment (8%/YR)		24.0%		\$273,971	24.0%
				<i>Item Subtotal</i>	\$231,278	20.3%
TOTAL COSTS					\$1,372,825	

Note: Any opinions of price, probable project costs or construction costs prepared by Boundaries Unlimited Inc. represent its best judgement and are furnished for general guidance. Boundaries Unlimited Inc. makes no warranty of guarantee, either expressed or implied as to the accuracy of such opinions as compared to bid or actual costs.



To: Minturn Town Council
From: Michelle Metteer
Date: March 6, 2024
RE: Town Manager Update

2025 Congressionally Directed Spending

I am preparing Minturn’s 2024 Earmark applications (brief memo included with this update). Minturn will be applying for water treatment funding, money toward Little Beach Park improvements and funds toward the continued sidewalk construction along Main Street. It is a competitive process and contingent on federal funds, so the likelihood of award is minimal.

Snow Removal - Pine Street Sidewalk Shoveling Improvements Needed

We need your help! The Minturn Public Works crew tries hard to get to everyone’s streets in a timely manner. During a recent snowstorm, Monday, February 26th, public works plowed the side roads (Pine Street as an example) only to have residents immediately shoveling the sidewalk snow back into the road AFTER the plow went by. We can all do better! Let’s work as a team. This was not just a violation of the Snow Removal Pla, but it squanders precious public works time in making the team go back and re-plow the road again. It also leaves large amounts of snow immediately adjacent to the sidewalk, only to melt and leave a puddle causing more issues. Let’s not multiply the snow removal issues. We can work together toward efficient snow removal for everyone!

Colorado Association of Ski Towns – Legislative Session

The mayor and I will be in Denver Thursday, March 7th returning Friday, March 8th for a CAST legislative session. The Governor of Colorado along with the mayor of Denver will both be addressing the membership and updates on pertinent legislative matters will be discussed.

Little Beach Park Grant Denied

I recently applied for a Land and Water Conservation Fund grant through the National Parks Service. This was an intensive application process that would have awarded Minturn \$250,000 toward retaining wall and replacement playground equipment at Little Beach Park. Unfortunately, after making it through the first round of cuts and providing a presentation of our project to the selection committee, Minturn’s project did not get approved to go to the Congressional Subcommittee for consideration of selection.

Minturn Forward Survey

The Town of Minturn is conducting a brief, [online survey](#) (paper copies available at town hall information table as needed) requesting feedback from Minturn residents and business owners. The Town is updating its land use, development, and subdivision regulations (Chapters 16 and 17 of the Minturn Municipal Code) and moving the Town forward after the recent adoption of the 2023 Minturn Community Plan which is intended to guide the Town’s land use and development decision making over the next 10-15 years. This public process is critical to the success of the Chapter 16 update and an anonymous survey provides a great opportunity for not just property owners, but renters, who may otherwise feel intimidated to provide feedback publicly, to voice their opinion. The Planning Commission is tasked with [the long-term future built-out vision of the town](#) and everyone giving their feedback will help to ensure the public’s opinions are known.



Historic Preservation – History Colorado Grant Award (Contingency List)

See included award letter.



Town of Minturn
 301 Boulder St #309
 302 Pine St
 Minturn, CO 81645
 970-827-5645
www.minturn.org

Minturn, CO is a one-of-a-kind Rocky Mountain town with a vibrant sense of community. Home to just 1,033 residents, and nestled between the Vail and Beaver Creek, Minturn has strived to maintain its own identity separate from other communities in Eagle County. Minturn is underway with initiatives to make physical improvements and enhance quality of life in the community through investments in outdoor recreation, pedestrian infrastructure within the Main Street corridor, and critical rehabilitation and expansion to water infrastructure to meet current and future capacity needs.

The Town appreciates the long-time leadership of Senator Hickenlooper, Senator Bennet, and Representative Neguse on these issues and seeks to advance these priorities with support from its Washington congressional delegation with FY2025 federal appropriations legislation and federal grant programs:

Project	Bill & Account	Amount Needed
<p>Little Beach Park Capital Improvements – The Town seeks HUD resources to make critical upgrades to the Little Beach Park and Amphitheater, the Town’s only park, located within walking distance of the downtown commercial core. Congressionally directed funds will support key improvements to this public amenity to support community recreation, trails, and open space uses that advance the long-term vision for the park established in the “Little Beach Recreation Area Master Plan.”</p>	<p>HUD “Economic Development Initiative”</p>	<p>\$2,000,000 (no match required)</p>
<p>Main Street Bike/Pedestrian Improvements (Phase 3) – The Town seeks transportation funding to complete the third and final phase of the Main Street Bicycle and Pedestrian Improvements project to finish phase 2 construction and conduct design and engineering of phase 3 which will close the gap in pedestrian and bicycle infrastructure along its Main Street (U.S. Route 24), which runs the length of the town, and serves as its commercial and civic corridor as well as the Town’s main transportation arterial.</p>	<p>DOT “Highway Infrastructure Projects”</p>	<p>\$1.600,000 (\$400,000 match)</p>
<p>Minturn Water Treatment – The Town requests \$1 million in rural water development funding to support the construction of a water treatment facility with associated water utility improvements. The Town’s existing plant struggles to meet CDPHE regulations during spring runoff, limiting the quantity water it can treat. Minturn has undertaken feasibility analyses and planning to modernize the plant and now seeks construction funds to improve the facility to meet current and future water infrastructure needs.</p>	<p>USDA “Rural Development Water and Waste Disposal”</p>	<p>\$750,000 (\$250,000 match)</p>

Contact Michelle Metteer, Town Manager, at 970-827-5645 x8 or Manager@Minturn.org or the Town’s DC Consultant, Sarah Marin, at 202.308.7125 or Sarah.Marin@StrategiesDC.com for more information.



Little Beach Recreation Area Plan

Minturn seeks \$2 million in HUD Economic Development Initiative Congressional Directed Funds to Enhance its Only Park

The Town of Minturn seeks support from its Members of Congress to make critical upgrades to the Little Beach Park and Amphitheater, the Town’s only park, located within walking distance of the downtown commercial core. Robust community engagement and master planning to establish a long-term vision for the park have identified key improvements to this public amenity to support community recreation, trails, and open space uses. Minturn now seeks \$2 million in U.S. Housing and Urban Development (HUD) Economic Development Initiative congressionally directed/community project funding to advance this [“Little Beach Recreation Area Plan.”](#)



Little Beach Park is a 1.6-acre Town-owned Park on Cemetery Road that runs along the Eagle River. Little Beach Park includes an approximately .5-acre outdoor performance venue adjacent to and contiguous with Little Beach Park with these features connected by an asphalt path. The Town identified a need for a coordinated vision and framework to guide the future of the Little Beach Park as increasing use and greater intensity of community and recreation activity have strained the capacity of Little Beach Park as the town’s only public outdoor recreation facility.

In 2021, the Town of Minturn contracted with Zehren & Associates to develop a recreation-based plan for Little Beach Park and the surrounding area. The purpose of the plan is to “establish a long-term vision for the area as the Town’s major recreation hub” and “unify existing facilities and identify appropriate improvements to support community recreation, trails, and open space uses.” The plan also aims to create a sense of arrival at key destinations in the Little Beach Park area. This planning process engaged the residents and stakeholders of Minturn using a variety of methods including an open house, pop-up events, in-person and virtual meetings, and guided tours of the area and outlined a variety of potential improvements suggested and vetted with members of the public and stakeholders. The plan culminated in recommendations and concept design plans that serve as the basis for this request.

With HUD Economic Development Initiative funds, the Town of Minturn will implement the recommendations outlined in the Little Beach Park Recreation Area Master Plan to ensure that this area continues to serve as an inclusive and accessible hub for recreation, arts, performances, and community events. Please support the Town of Minturn as it seeks to enable people of all ages and abilities to access and enjoy its sole park.

Please contact Michelle Metteer, Town Manager, at 970-827-5645 x8 or manager@minturn.org for additional information.



Main Street Bicycle & Pedestrian Improvements – Phase 3

Minturn seeks \$1.6 million in DOT Congressional Directed Funds to

Close the Gap in Main Street Pedestrian Infrastructure

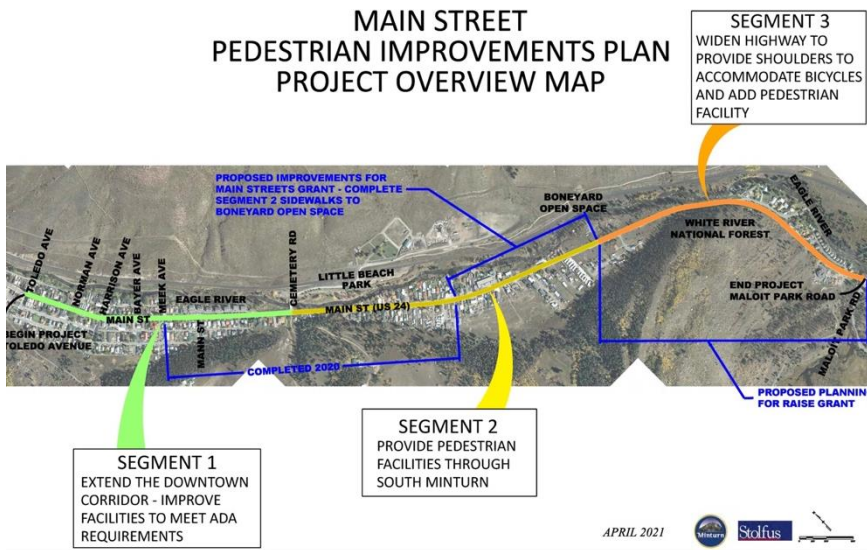
The Town of Minturn, CO, (population 1,033) is underway with phased redesign and reconstruction of its main street corridor to address the lack of safe bike and pedestrian facilities. The Town of Minturn seeks \$1.6 million in US Department of Transportation (DOT) Highway Infrastructure Projects congressionally directed grant funds to complete the third and final phase of the Minturn Main Street (US 24) Bike/Ped Improvements project.

Restaurants, shops, and outdoor adventure opportunities in Minturn are concentrated around its Main Street. U.S. Route 24 (US 24) serves as Main Street in Minturn, extending from Interstate 70 (I-70) and US 6 in Minturn east to the Kansas state line where it continues concurrent with I-70. The segment of US 24 through Minturn was designed to serve only vehicles and lacks adequate pedestrian and bicycle facilities to safely allow residents and visitors to access nearby businesses and residences without a car. This portion of the highway is highly used by commuter traffic, tourist traffic, recreational traffic, and state-wide event traffic. Establishing active transportation facilities is needed, given Minturn’s diverse population and changing transportation needs.

Phase 3 will advance efforts to improve safety, provide a safe route to school for area children, decrease pollution and greenhouse gas emissions, enhance quality of life, and connect affordable, local housing to jobs, education, services, and other key destinations. Since 2010, Minturn has been working to re-envision its Main Street as an eclectic, walkable, downtown corridor with thriving small businesses and safe opportunities for cycling and recreation. The Minturn Main Street (US 24) Bike/Ped Improvements project is proceeding in three phases:

- Phase 1 – Toledo Avenue to Cemetery Road (MP 145.24 to MP 146.13) – Completed with Colorado Department of Transportation (CDOT), Colorado Department of Local Affairs (DOLA), and local match funds in Spring 2020.
- Phase 2 – South Minturn to the Boneyard Open Space (MP 146.13 to MP 146.5) – Underway with CDOT Revitalizing Mainstreet Large Safety grant funds with expected completion by Fall 2025.

**MAIN STREET
PEDESTRIAN IMPROVEMENTS PLAN
PROJECT OVERVIEW MAP**



Minturn now seeks \$1.6 million in FY2025 congressional grant funding to finish construction on phase 2 and complete the design and engineering work for phase 3. The third segment of improvements, when funding is available, will create a multi-use path from Boneyard Open Space to Maloit Park Road (MP 146.5 to 147.1) to connect the rest of the Town to this area as the last phase of the overall project.

Please contact Michelle Metteer, Town Manager, at 970-827-5645 x8 or manager@minturn.org for additional information.



History Colorado

March 1, 2024

Madison Harris
Town of Minturn
301 Boulder St #309
Minturn, CO 81645

Dear Madison Harris:

History Colorado has completed its review of grant applications submitted to the Certified Local Government Subgrant Program for the 2024 fiscal year. The Town of Minturn's application for the Resource Survey has been approved for the requested scope of work and budget, but has been placed on a contingency list. Grant applications placed on the contingency list are not guaranteed funding but may be awarded if additional funds become available by September 30, 2024.

In the next few weeks, I will reach out to set up a meeting to discuss your grant application. If you have any further questions regarding your project, please contact me directly at 720-921-0920 or email me at lindsey.flewelling@state.co.us.

Sincerely,

Lindsey Flewelling
Preservation Planner
State Historic Preservation Office
(720) 921-0920 | lindsey.flewelling@state.co.us



To: Mayor and Council
From: Madison Harris, Planner I
Date: February 29, 2024
Agenda Item: 806 Cemetery Road – New Maintenance and Storage Building

UPDATE:

At the February 21, 2024 Town Council meeting, Council requested referral guidance from Colorado Parks and Wildlife regarding a recommendation on the proposed building window given the entirety of the Cemetery is located within a wintering elk corridor. Please see below for the correspondence from Devin Duval, District Wildlife Manager, Colorado Parks and Wildlife:

“Thanks for reaching out, Michelle.

I truly appreciate the Council’s interest in minimizing disturbance during the wintering months for elk. Also, given the migratory/movement habitat considerations of this area, a prudent set of dates would also seek to accommodate the majority of seasonal movements for other big game species (mule deer).

Without being unduly restrictive, I would be comfortable with a closure that mirrors adjacent trail networks. Thus, my recommendation is the following:

In order to minimize disturbance and impacts to migratory and wintering wildlife, it is recommended that the applicant adopt a construction window of June 22nd through November 22nd, annually. This should result in all construction, construction related activities, and construction preparatory activities ceasing for the period starting November 23rd through June 21st, annually. This is consistent with Forest Service seasonal wildlife closures in the area.

Please let me know if you require any additional information, etc. Thanks.

Devin Duval

District Wildlife Manager”

The 2023 Community Plan Action 7.5.3 states “Collaborate with regional partners such as the Eagle River Watershed Council, Eagle Summit Wilderness Alliance, and Eagle Valley Land Trust, and Vail Valley Mountain Trails Alliance on stewardship education and enforcement efforts to protect and preserve natural resources and wildlife.” Chapter 5 *Water Infrastructure, Hazard Mitigation & Sustainability* on page 81 of the plan it states “Sustainability can and should be considered and woven into all aspects of the Town’s operations and culture wherever possible. From recycling, composting and Zero Waste events such as the Minturn Market, to water conservation, to sustainable development and landscaping practices, to renewable energy viability, to balancing recreation and development with the protection of natural resources, ecosystems, and wildlife, to alternative transportation habits.”

The 2023-2025 Strategic Plan promotes “Wildlife protection and safety” within the key strategy to “Practice Fair, Transparent and Communicative Local Government” as well as a second key strategy “Long-Term Stewardship of the Natural Beauty and Health of Minturn’s Environment.”

The proposed construction window by Colorado Parks and Wildlife follows the town’s goals as they pertain to the 2023-2025 Strategic Plan and the 2023 Community Plan.

REQUEST:

Review and ratification of Planning Commission actions from their regular meeting of January 24, 2024. The following actions were taken by the Planning Commission, acting as the Minturn Design Review Board, which may be called-up for further review by the Minturn Town Council:

806 Cemetery Road

- Final Plan DRB Application for New Maintenance and Storage Building

Please note that unless there are revisions or additions to the conditions proposed by staff during decision by the Planning Commission, staff will no longer be writing cover memos for items on the Consent Agenda. In this case there was a modification to a condition recommended by staff.

INTRODUCTION:

806 Cemetery Road

At their regular meeting of January 24, 2024, the Planning Commission, acting as the Town of Minturn Design Review Board, reviewed the final plans for a new maintenance and storage building located at 806 Cemetery Road. The plans approved by the DRB are for:

- **New Maintenance and Storage Building**

Site plans (exterior elevation renderings and floor plans) are attached for reference.

No neighbors spoke at the DRB hearing where the DRB discussed proposed exterior materials, as well as the proposed roof forms and massing in context to Chapter 16 – *Zoning*, and Appendix ‘B’ *Design Review Standards and Guidelines*, of the Town of Minturn Municipal Code (MMC).

The DRB unanimously supported the proposed construction as meeting the objectives and requirements of the MMC and design standards.

Ultimately, the DRB voted 5-0 to recommend approval of the proposal as a Final Plan review, with one condition proposed by Town Staff, modified by the Planning Commission:

1. The Applicant shall work with the Town of Minturn to initiate a zone district amendment for the subject property within 3 months of any DRB approval. The building permit process can happen concurrently with the amendment of the zoning district.

ANALYSIS:

In reviewing the application, the Planning Commission considered the criteria and findings required by the Minturn Municipal Code, as well as testimony of staff and the Applicant. No members of the public spoke at the DRB hearing.

The proposal meets the requirements of Chapter 16 including Appendix B - Design Guidelines and Standards.

COMMUNITY INPUT:

No members of the public spoke at the DRB hearing. Public notice was provided in accordance with the Minturn Municipal Code as a matter of posting of the official agenda and packet materials for public review prior to the hearing, and following Section 16-21-610 Public notice.

BUDGET / STAFF IMPACT:

N/A.

STRATEGIC PLAN ALIGNMENT:

The Planning Commission’s review of proposed development projects and their actions to approve final plans for individual projects, acting as the Town of Minturn Design Review Board, 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.

ADVANCE DECISIONS/PROJECTS/INITIATIVES THAT EXPAND FUTURE OPPORTUNITY AND VIABILITY FOR MINTURN

The ability for Minturn to approach development as **resilient, sustainable, creative and diverse** will allow the town to continue embracing what has **“made Minturn, Minturn.”** The town can further leverage its crossroads location as a valley-wide benefit and **competitive advantage**.

RECOMMENDED ACTION OR PROPOSED MOTION:

Approve the following application on consent:

1. 806 Cemetery Road – New Maintenance and Storage Building

ATTACHMENTS:

- Staff Report
- Review letter by Inter-Mountain Engineering
- DRB Application
- Proposed exterior elevation drawings and site plans for 806 Cemetery Road

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



Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Sage Pierson
Tom Priest

Design Review Board Hearing

Final Plan Review for New Maintenance and Storage Building

806 Cemetery Road

Hearing Date:	January 24, 2024
File Name and Process:	Maintenance and Storage Building Final Plan Review
Owner/Applicant:	Riverview Cemetery
Representative:	Pedro Campos, Zehren and Associates
Legal Description:	Subdivision: River View Cemetery Lot: 2
Address:	806 Cemetery Road
Zoning:	Lionshead Character Area – No Zoning
Staff Member:	Madison Harris, Planner I
Recommendation:	Approval, with Conditions

Staff Report

I. Summary of Request:

The Applicant requests Final Plan review of a new, 864 square foot maintenance and storage building located at 806 Cemetery Road in the Lionshead Character Area. Although the DRB has not reviewed any conceptual plans, the Applicant’s representative, Pedro Campos, has been proactive in meeting with Town staff prior to submitting plans for a new building and has provided a complete and thorough set of site, landscaping, and architectural plans allowing staff to conduct a final plan level review of the project.

Proposed Plans

The plans show a single-level structure with a maximum height measured to the midpoint of the roof of 14 feet 3 inches above proposed grade.

Parking is not an issue as this is a storage and maintenance building.

According to staff’s analysis of development standards and dimensional limitations in Section III below, the project meets the Town’s standards.

Staff believes that the Applicant 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:

This is a final plan-level of review for a new maintenance and storage building 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 or approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions 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 806 Cemetery Road meet or can be revised to meet the required findings ‘a,’ ‘b,’ and ‘c’ of subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

Zoning

The subject property is located within the “Lionshead Character Area”. This property does not have any zoning standards governing it at this time.

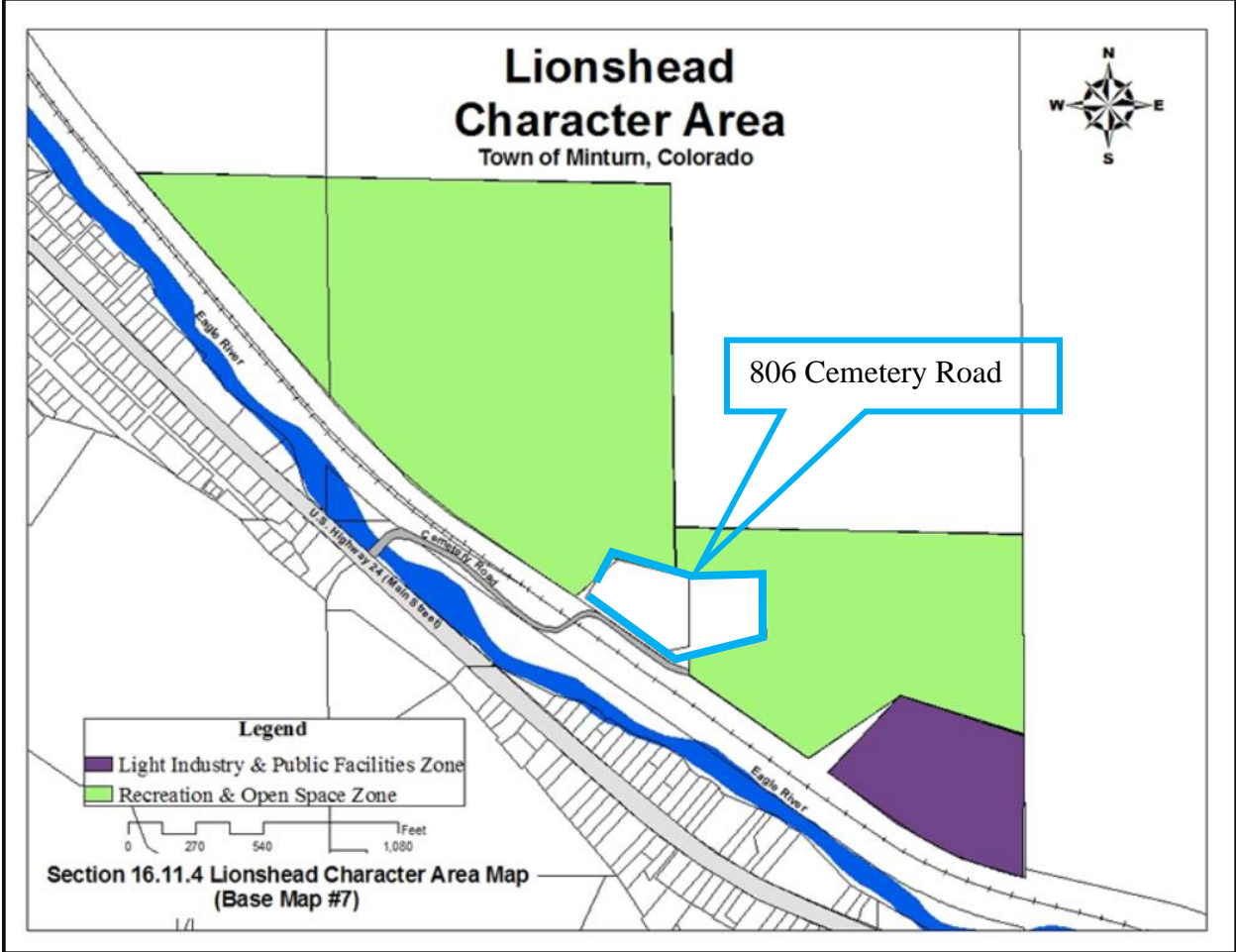


Figure 1: Lionshead Character Area Zoning Map

Dimensional Limitations and Development Standards

As evidenced in Figure 1 above, 806 Cemetery Road is not zoned. There are no dimensional limitations or development standards that apply to this property currently. It is staff’s recommendation that a condition of approval be added to ensure that zoning standards i.e. uses, dimensional limitations, and development standards, be implemented in a timely fashion otherwise DRB approval is extinguished.

IV. Applicable Standards and Design Guideline Criteria:

Final Site, Grading and Drainage Design

The design guidelines encourage designs that integrate or account for snow storage and snow shed from roof structures, along with ensuring that the orientation of buildings is considered.

The proposed design maintains the structures 15 feet away from the property line, thus allowing for use of that area for snow shed and drainage. Likewise, the site plan and final grading details generally demonstrate that proper (positive) grading will be directed away from the structure; that drainage is handled on the subject property. The Town Engineer has provided a comment in the attached letter dated January 8, 2024, regarding drainage.

Mass and Form

Staff believes that the design and scale of the proposed structure is typical of storage and maintenance buildings. Staff further suggests that the scale of the project is appropriate and will not overpower surrounding natural and build environments.

V. Issues and Areas of Non-Conformance:

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 submittal:

Zoning Standards

As mentioned earlier in this staff report, the subject property is not subject to zoning as the property, upon annexation, was not zoned. This means that there are no setbacks, height restrictions, impervious coverage limitations, or allowed uses formally expressed within the Minturn Municipal Code. However, what is being proposed would likely conform to typical standards applicable to other zone districts in Town: this building is 15 feet away from the rear property line when the most common rear setback in town is 10 feet, the building height is well under 28 feet which is the most common height restriction, and a building that allow the Cemetery to store their equipment away from the elements would likely be an allowed use. Still, it is necessary to formalize zoning on this property. Staff will work with the property owner to facilitate the initiation of a zone district amendment to create a new zone district. Standards would need to be applied and added to the Municipal Code to ensure the DRB approval is valid.

VI. Staff Recommendation and Suggested Conditions:

Staff suggests that the Final Plans for 806 Cemetery Road **comply** with applicable provisions of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

In the event the Planning Commission, acting as the Town of Minturn Design Review Board, recommends approval of the Final Plans, staff respectfully suggests the following conditions of approval.

1. The Applicant shall work with the Town of Minturn to initiate a zone district amendment for the subject property within 3 months of any DRB approval.

January 8, 2024

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

Re: Minturn Cemetery
806 Cemetery Road
DRB Resubmittal Review
Project No. 23-0001

Dear Madison:

We reviewed the revised DRB submittal for the Minturn Cemetery Maintenance Shed dated December 18, 2023, for compliance with the engineering requirements of Section 16-21-165; Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

The “Partial Topographic Survey” prepared by Eagle Valley Surveying Inc. dated September 5, 2023, has been updated and provided with the application.

- The survey has been revised to address the comments in our letters of October 16 and October 20, 2023.

The revised survey complies with the requirements of the MMC; however, there are two technical items which should be revised. *“Note 1 – Date of Update: 9/5/23” and “Surveyor’s Certificate”*: The dates associated with these items should be revised to reflect the date additional information was added to the map – i.e., additional monuments, November 2023 title report, and utility locations.

The Survey included with the revised application is satisfactory to proceed with Design Review; however an updated map reflecting the revised dates should be provided for inclusion in the Town file.

Section (C) (3) Site Plan:

- The site plan has been revised to reflect the information provided on the updated survey and is complete.

VAIL VALLEY OFFICE

30 Benchmark Road, Suite 216 | PO Box 978 | Avon, CO 81620

DENVER OFFICE

9618 Brook Hill Lane | Lone Tree, CO 80124

970.949.5072 | info@inter-mtn.net

Madison Harris

Re: Minturn Cemetery
806 Cemetery Road
DRB Resubmittal Review
Project No. 23-0001

Section (C) (4) Grading & Drainage Plan:

- Alpine Engineering, Inc, provided calculations dated October 30, 2023, to demonstrate the adequacy of the proposed drainage.

The revised application is complete as noted and we recommend the Town proceed with Design Review.

Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



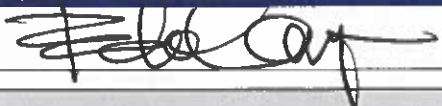
Jeffery M. Spanel PE

CC: Michelle Metteer, Scot Hunn



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:			
Riverview Cemetery - Maintenance Shed			
Project Location			
Street Address: 806 Cemetery Road, Minturn, CO 81645			
Zoning: Lionshead Light Industrial and Public Facilities		Parcel Number(s): 210335110002	
Application Request:			
Construction of a new maintenance shed on the northwest corner of the property. The shed will be utilized for equipment storage and maintenance.			
Applicant:			
Name: Zehren and Associates - Pedro Campos			
Mailing Address: PO Box 1976, Avon, CO 81620			
Phone: 970.949.0257		Email: pedroc@zehren.com	
Property Owner:			
Name: Minturn Cemetery Association			
Mailing Address: PO Box 297, Minturn, CO 81645			
Phone: 970.827.4160		Email: office@minturncemetery.org	
Required Information:			
Lot Size: 2.37 Acres	Type of Residence (Single Family, ADU, Duplex) No Residential	# of Bedrooms N/A	# On-site Parking Spaces 4
# of Stories: 1	Snow storage sq ft: 1,089	Building Footprint sq ft: 864	Total sq ft Impervious Surface: 16,201.5
Signature:			
		Pedro Campos	9/26/2023.
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

NA Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant

NA 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

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Elements needed on the Site Plan

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Architecture Details – Materials Board

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

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.
- *NA* Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
- *NA* 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.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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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.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Z E H R E N
AND ASSOCIATES

**Minturn Cemetery District
Design Review Application**

September 26, 2023

Ms. Madison Harris, Town Planner
Town of Minturn
301 Boulder Street, #309
Minturn, Colorado 81645
Ph: 970 827 5645 / Email: planner1@minturn.org

**RE: Minturn Cemetery District – Design Review Application Letter of Intent
New Storage Shed and Maintenance Area Expansion Project**
Zehren and Associates, Inc Project No. 20192747.00

Dear Madison,

On behalf of the Minturn Cemetery District located at 806 Cemetery Road, Minturn, Colorado (herein referenced as the 'District) please accept this letter as the letter of intent for the Design Review Application. Zehren and Associates, Inc and I are serving as the representative for the application on behalf of the District. We have been working closely with the District Manager and its Board the past few years on plans for additional space for service and maintenance. This Design Review Application is for a proposed new storage and maintenance shed. The intent of the project is to create additional covered space to store cemetery equipment and materials away from the elements. The new building will improve the overall layout, functionality, and appearance of the Cemetery 'back of house' area, and help staff operate the Cemetery across the seasons.

The application is based on Sections 16-21-170 and 16-21-615 of the Minturn Municipal Code. This is where the procedures and requirements for the design review application are described. The following materials are being submitted in support of the application:

- 1) A completed Design Review Form
- 2) A check for \$200 for the base application fee.
- 3) An updated topographic survey of the project area prepared by Eagle Valley Surveying, dated September 5, 2023.
- 4) An application packet with several key plans and displays including:
 - a. Site Grading and Drainage Plan
 - b. Landscape Plan
 - c. Retaining Wall Details
 - d. Architectural Plans and Elevations
 - e. Three-Dimensional Model and Images of proposed materials (to match existing shed)
- 5) Supporting Aerial Maps and Site Pictures



Z E H R E N
AND ASSOCIATES

Project Description:

The new storage shed building is a 48' long by 18' wide manufactured steel building. It is proposed to be located at the northwest corner of the Cemetery, adjacent to and immediately east of the existing metal shed. The new building is aligned with the existing shed, slightly rotated to relate to the curvature of the service drive accessing both buildings. The building has a shed roof, with the high point in the front at a height of 14'-7" on the east, and 18'-0" on the west based on a difference of finished grade at the front of the building, which slopes down to the west. The proposed materials are corrugated metal siding and using the same colors for siding, trim and roof to match the existing shed. A reinforced concrete slab will be poured over a compacted and prepared sub-grade to serve as the base and floor of the new building.

There are three roll-up garage doors proposed as part of the building facing south, to facilitate egress and ingress of vehicles and equipment used for burials and cemetery maintenance. The western section of the building and the western garage door is taller at 18' and the finished grade is lower with a finished floor elevation of 7912.46. The eastern section of the building includes the other two garage doors to the east, with a height of 14'-7" and a higher finished floor elevation of 7913.80. A small sloped concrete knee wall (16" maximum height) is proposed between the western most garage door and the adjacent door to the east to handle the grade break across the front of the building. The roof of the building is on the same plan despite the difference in height across the building.

Site work related to the project includes a new precast concrete block wall to match existing walls used elsewhere in the cemetery to retain grade. The new wall is aligned with an existing boulder wall and extends along the same alignment behind the proposed new building, to create flat space to accommodate the new building. The wall varies in height with a maximum height of 9' at the angled corner and stepping down with grade along the west side. At its western extent, the wall is 5.5' tall. Care has been taken to reduce the overall height of the wall and use materials already present within the Cemetery. A cobble lined drainage swale is proposed behind the building and in front of the wall to convey run-off and maintain drainage away from the building and tying in with the existing storm water detention basin behind the existing shed.

The service drive in front of the new building is proposed to be re-paved and slightly expanded by 5'-8" and 4'-9" to the south to allow for maneuvering equipment in and out of the building. Drainage is maintained as in existing conditions, sheet flowing into the adjacent cemetery lawn area. There are large existing trees in front of the building in the cemetery's burial areas. (11) new trees: 10 evergreens of different species and varying heights between 8' and 12' and 1 deciduous tree with a 3' caliper) are proposed behind the building and walls to help screen the structure. A limit of proposed work is indicated on the plans depicting the overall area that is anticipated to be disturbed during the project construction.

The project has been carefully sited, sized and designed to fit in the available space within the cemetery's existing boundaries and in the existing location where service and back of house functions have occurred. The Cemetery intends for the project to enhance its overall grounds with a more well-kept and organized service area, and to help normal day to day operations, and burials. Upon approval of the Design Review Application the project will finalize technical documents required for building permit, including structural engineering for the building and wall foundations. The intended schedule is a 2024 spring and summer construction, with ordering of materials and fabrication of the steel building to take place early in 2024.



Z E H R E N
AND ASSOCIATES

Madison,

Thank you for reviewing this design review application for completeness based on the Town's requirements. If any additional information is necessary or there are questions about any of the project details, please let me know. The Cemetery looks forward to presenting the project to the Planning Commission when it is scheduled for a hearing, hopefully in the near future.

Thank you for your continued guidance with this project and your assistance on behalf of the Minturn Cemetery District.

Very Sincerely,

Pedro Campos, Principal
Zehren and Associates, Inc.



Z E H R E N
AND ASSOCIATES

**Riverview Cemetery
Revised Design Review Application**

December 18, 2023

Ms. Madison Harris, Town Planner
Town of Minturn
301 Boulder Street, #309
Minturn, Colorado 81645
Ph: 970 827 5645 / Email: planner1@minturn.org

RE: **Riverview Cemetery – Revised DRB Application**
Zehren and Associates, Inc Project No. 20192747.00

Dear Madison,

On behalf of the Minturn Cemetery District located at 806 Cemetery Road, Minturn, Colorado; Zehren and Associates is submitting the attached drawings and documents in response to the comments provided by the Town Engineer dated 10/16/23 and 10/20/23.

The following updates have been made to the submittal drawings and documents:

1. A more recent Title Report has been provided (No changes from the previously submitted report have been noted)
2. The survey has been updated by Eagle Valley Surveying, per the request of the Town, with the following items:
 - a. Monuments were added and certified along the north and west property boundaries.
 - b. Note #4 has been revised to reflect that the monuments “were found and accepted on the North and West property boundaries of Lot 2 and Lot 3”
 - c. Note #2 has been revised to reflect the most recent Title Report regarding all title and easement information.
 - d. Spot elevations along the edge of the existing asphalt driveway
 - e. Utility lines have been added to the survey (Only Electric was found in the project area)
3. The Site Plan has been updated by Zehren and Associates, to reflect the additional information provided in the updated survey, and revisions requested in coordination with the drainage calculations. These include the following items:
 - a. A drainage swale has been added above the retaining walls to direct runoff from the hillside to the west and around the existing detention basin.
 - b. The proposed retaining wall height has been raised 6” from a maximum of 9’ to a maximum of 9’-6”.
 - c. The proposed maintenance shed is located over an existing electrical line. The electrical line will be relocated to the south, as shown on the updated Site Plan.
4. A stamped drainage report has been provided by Alpine Engineering and includes calculations indicating that the existing detention basin is adequately sized for the existing and proposed impervious areas.



Z E H R E N
AND ASSOCIATES

We believe these revisions to the Design Review Submittal documents are in compliance with the code requirements for Design Review applications and adequately address the Town Engineers comments (attached for reference).

Please feel free to contact us with any questions or concerns on the revised submittal materials and thank you for your continued guidance and assistance on behalf of the Minturn Cemetery District.

Very Sincerely,

Pedro Campos, Principal
Zehren and Associates, Inc.

October 16, 2023

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

Re: Minturn Cemetery
806 Cemetery Road
DRB submittal Review
Project No. 23-0001

Dear Madison:

We reviewed the DRB submittal for the Minturn Cemetery Maintenance Shed for compliance with the engineering requirements of Section 16-21-165; Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

A “Partial Topographic Survey” prepared by Eagle Valley Surveying Inc. dated September 25, 2023 was included with the application.

- Survey Note 4 states “BEARINGS AND DISTANCES ALONG PROPERTY LINES SHOWN HEREON ARE AS SHOWN ON THE SUBDIVISION PLAT ONLY. A BOUNDARY SURVEY WOULD BE NECESSARY TO DETERMINE THE TRUE DIMENSIONS OF THE LOT AND SETBACKS, WHICH MAY VARY FROM THE PLATTED DIMENSIONS.”
- The survey shows only the site of the proposed Maintenance Shed and is not a boundary survey of the property as required by the MMC.

e. All existing easements recorded with the County Clerk and Recorder.

- Survey Note 2 states “SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR AMENDED PLATS, EASEMENTS OF RECORD (OTHER THAN PLATTED), ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE”.
- A title report was not included in the materials provided. A current title report should be provided, and the survey updated to reflect any exceptions noted in the report.

VAIL VALLEY OFFICE

30 Benchmark Road, Suite 216 | PO Box 978 | Avon, CO 81620

DENVER OFFICE

9618 Brook Hill Lane | Lone Tree, CO 80124

970.949.5072 | info@inter-mtn.net

Madison Harris

Re: Minturn Cemetery
806 Cemetery Road
DRB submittal Review

Project No. 23-0001

f. 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.

- Spot elevations along the edge of the existing road should be added to the survey.

j. 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.

- Utility lines including storm sewers need to be added to the survey.

Section (C) (3) Site Plan:

- The site plan will need to be updated to reflect any revised information provided on the updated survey.

Section (C) (4) Grading & Drainage Plan:

- Drainage is directed to an existing storm water detention basin located behind the existing pump house. No information has been provided to show the existing basin is large enough to accept additional drainage from the proposed construction. A letter report prepared by a licensed professional engineer should be provided to demonstrate adequacy of the proposed drainage.

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

October 20, 2023

Scot Hunn
Town of Minturn
PO Box 309
Minturn, CO 81645

Re: Minturn Cemetery
806 Cemetery Road
DRB submittal Review – Boundary Survey
Project No. 23-0001

Dear Scot:

We reviewed the “Partial Topographic Survey” prepared by Eagle Valley Surveying Inc. dated September 25, 2023 to recommend revisions such that the survey would comply with the engineering requirements of Section 16-21-165 (C) (2) of the Minturn Municipal Code (MMC).

The proposed Maintenance Shed is located along the north property line of the Cemetery. The cemetery property is a large parcel and because the improvements are located adjacent to the north property line and not near any other property lines, the Town could consider a revision to the Topographic Survey which certifies the monuments shown on the west property line and adds monumentation for the north property line. This should allow Survey Note 4 to be removed or edited to certify monuments along the north and West property lines. A current title report should be provided to the surveyor such that Note 2 can be deleted from the survey.

The other comments in our October 16, 2023 letter regarding spot elevations and utility locations should be addressed on the revised survey.

Please feel free to contact us if you have additional questions.

Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Michelle Metteer, Madison Harris

VAIL VALLEY OFFICE

30 Benchmark Road, Suite 216 | PO Box 978 | Avon, CO 81620

DENVER OFFICE

9618 Brook Hill Lane | Lone Tree, CO 80124

970.949.5072 | info@inter-mtn.net



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
970-476-2251

TOWN OF MINTURN
 SIDNEY HARRINGTON
 P.O. BOX 309
 Minturn, CO 81645

<u>Reference</u>	
Your Reference Number:	TBD Commitment - 50070500
Our Order Number:	VA-16216
Our Customer Number:	3002978.0
Invoice Requested by:	SIDNEY HARRINGTON
Invoice (Process) Date:	November 07, 2023
Transaction Invoiced By:	Web Services
Email Address:	system@ltgc.com

Invoice Number: VA-16216

Date: November 07, 2023

Order Number: 50070500

Property Address: 804, 806 AND 808 CEMETERY ROAD MINTURN 81645

Parties: A Buyer To Be Determined

Invoice Charges		
Service:	TBD Commitment	\$265.00
Ref:	50070500	
Addr:	804, 806 AND 808 CEMETERY ROAD	
Party:	MINTURN CEMETERY ASSOCIATION DISTRICT, AS TO PARCEL A AND TOWN OF MINTURN, COLORADO, A COLORADO MUNICIPALITY OF THE COUNTY OF EAGLE AND THE STATE OF COLORADO, AS TO PARCEL B, PARCELS 7 AND 9	\$265.00
		\$0.00
		\$265.00
Total Amount Invoiced:		
Less Payment(s):		
Balance Due:		

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
 Please reference **Invoice Number VA-16216** on your Payment



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND50070500**

Date: **11/07/2023**

Property Address: **804, 806 AND 808 CEMETERY ROAD, MINTURN, CO 81645**

For Closing Assistance

For Title Assistance

Scott Cieslewicz
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4189 (Work)
scieslewicz@ltgc.com

Seller/Owner

TOWN OF MINTURN
Attention: SIDNEY HARRINGTON, CEMETERY DST. ADMIT.
P.O. BOX 309
MINTURN, CO 81645
(970) 827-5645 (Work)
office@minturncemetery.org
Delivered via: Electronic Mail

EAGLE VALLEY SURVEYING
Attention: MIKE POST
PO BOX 1230
EDWARDS, CO 81632
(970) 949-1406 (Work)
(970) 845-9504 (Work Fax)
mikepost@evsurvey.com
Delivered via: Electronic Mail

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

ZEHREN & ASSOCIATES
Attention: PEDRO CAMPOS
48 E BEAVER CREEK BLVD SUITE 303
AVON, CO 81620
(970) 949-0257 (Work)
(970) 949-1080 (Work Fax)
pedroc@zehren.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND50070500

Date: 11/07/2023

Property Address: 804, 806 AND 808 CEMETERY ROAD, MINTURN, CO 81645

Seller(s): MINTURN CEMETERY ASSOCIATION DISTRICT, AS TO PARCEL A AND TOWN OF MINTURN, COLORADO, A COLORADO MUNICIPALITY OF THE COUNTY OF EAGLE AND THE STATE OF COLORADO, AS TO PARCEL B, PARCELS 7 AND 9

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$265.00
TOTAL	\$265.00

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

Chain of Title Documents:

- [Eagle county recorded 12/05/1967 under reception no. 107055 at book 211 page 705](#)
- [Eagle county recorded 12/17/1979 under reception no. 192473 at book 296 page 80](#)
- [Eagle county recorded 06/10/2002 under reception no. 798235](#)
- [Eagle county recorded 06/10/2002 under reception no. 798234](#)
- [Eagle county recorded 06/10/2002 under reception no. 798233](#)

Plat Map(s):

- [Eagle county recorded 06/10/2002 under reception no. 798232](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND50070500

Property Address:

804, 806 AND 808 CEMETERY ROAD, MINTURN, CO 81645

1. Effective Date:

11/01/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$0.00
Proposed Insured:
A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

MINTURN CEMETERY ASSOCIATION DISTRICT, AS TO PARCEL A AND TOWN OF MINTURN, COLORADO, A COLORADO MUNICIPALITY OF THE COUNTY OF EAGLE AND THE STATE OF COLORADO, AS TO PARCEL B, PARCELS 7 AND 9

5. The Land referred to in this Commitment is described as follows:

PARCEL A:

LOTS 2 AND 3 AND PARCEL A, RIVER VIEW CEMETERY, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL B:

LOT 1, RIVER VIEW CEMETERY, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL 7:

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

A PARCEL OF LAND LYING IN THE NE1/4NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, EAGLE COUNTY, COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING BRASS CAP MONUMENT MARKING THE NE SECTION CORNER OF SAID SECTION 35;
THENCE S 00°02'00" E ALONG THE EASTERLY BOUNDARY LINE OF SAID NE1/4NE1/4 OF SECTION 35 A DISTANCE OF 898.29 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 88960;
THENCE THE FOLLOWING TWO COURSES ALONG SAID PARCEL OF LAND:
(1) N 72°40'00" W A DISTANCE OF 517.20 FEET;
(2) S 54°38'07" W A DISTANCE OF 425.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;
THENCE N 55°30'00" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD A DISTANCE OF 611.93 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE RIVER VIEW CEMETERY;
THENCE THE FOLLOWING TWO COURSES ALONG SAID BOUNDARY LINE OF THE RIVER VIEW CEMETERY:

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND50070500

(1) NORTH A DISTANCE OF 397.97 FEET;
(2) N 76°48'00" W A DISTANCE OF 58.03 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID NE1/4NE1/4 OF SECTION 35;
THENCE N 01°20'42" W ALONG SAID WESTERLY BOUNDARY LINE OF THE NE1/4NE1/4 OF SECTION 35 A DISTANCE OF 221.53 FEET TO THE E 1/16TH CORNER OF SECTION 35 AND SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN;
THENCE N 89°33'22" E ALONG THE NORTHERLY BOUNDARY LINE OF SAID NE1/4NE1/4 OF SECTION 35 A DISTANCE OF 1405.89 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

A PARCEL OF LAND LYING IN THE SW1/4 SE1/4 OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, EAGLE COUNTY, COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, WHENCE AN EXISTING BRASS CAP MONUMENT MARKIN THE SOUTH 1/4 CORNER OF SAID SECTION 26 BEARS S 89°33'22" W A DISTANCE OF 555.63 FEET, SAID POINT OF BEGINNING ALSO BEING ON THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 26;
THENCE THE FOLLOWING FIVE COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD:
(1) 0.28 FOOT ALONG A 7119.28 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 00°00'01" AND WHOSE CHORD BEARS N 55°00'01" W A DISTANCE OF 0.28 FEET;
(2) 41.13 FEET ALONG A 4712.86 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 00°30'00" AND WHOSE CHORD BEARS N 54°45'00" W A DISTANCE OF 41.13 FEET;
(3) 40.48 FEET ALONG A 3509.65 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 00°40'00" AND WHOSE CHORD BEARS N 54°10'00" W A DISTANCE OF 40.84 FEET;
(4) 654.29 FEET ALONG A 3342.16 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 11°13'00" AND WHOSE CHORD BEARS N 48°13'30" W A DISTANCE OF 653.24 FEET;
(5) 13.98 FEET ALONG A 3509.65 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 00°13'41" AND WHOSE CHORD BEARS N 42°30'09" W A DISTANCE OF 13.98 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE SW1/4 SE1/4 OF SAID SECTION 26;
THENCE N 00°54'41" W ALONG SAID WESTERLY BOUNDARY LINE OF SE1/4 SE1/4 OF SECTION 26 A DISTANCE OF 898.89 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 26;
THENCE N 89°42'12" E ALONG THE NORTHERLY BOUNDARY LINE OF SAID SW1/4 SE1/4 OF SECTION 26 A DISTANCE OF 1400.67 FEET TO THE SE 1/16TH CORNER OF SAID SECTION 26;
THENCE S 01°07'36" E ALONG THE EASTERLY BOUNDARY LINE OF SAID SW1/4 SE1/4 OF SECTION 26 A DISTANCE OF 1394.02 FEET TO THE EAST 1/16TH OF SAID SECTION 26 AND 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN;
THENCE S 89°33'22" W ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 26 A DISTANCE OF 850.23 FEET TO THE POINT OF BEGINNING.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND50070500

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND50070500

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- 1. CERTIFIED COPY OF ORDINANCE OF THE TOWN OF MINTURN, COLORADO, A COLORADO MUNICIPALITY, OF THE COUNTY OF EAGLE AND STATE OF COLORADO (AUTHORIZING THE PROPOSED TRANSACTION OF THE SUBJECT PROPERTY AND THE EXECUTION OF NECESSARY DOCUMENTS) AND RECITING THAT THE BOARD HAS BEEN DULY AUTHORIZED IN THE PREMISES BY THE CORPORATION. SAID ORDINANCE MUST BE PROPERLY CERTIFIED BY AN OFFICER OF THE CORPORATION. SAID ORDINANCE MUST BE SUBMITTED TO AND APPROVED BY LAND TITLE GUARANTEE COMPANY.
- 2. FURNISH A CURRENTLY CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION NAMED BELOW, AUTHORIZING THE EXECUTION AND DELIVERY BY THE PROPER OFFICERS OF ALL INSTRUMENTS NECESSARY FOR THE CONSUMMATION OF THIS TRANSACTION, AND SPECIFICALLY NAMING SAID OFFICERS AND THEIR TITLES. SAID CERTIFICATION MUST BE BY A PARTY OTHER THAN THE PARTY AUTHORIZED TO SIGN AND MUST STATE THAT THE RESOLUTION HAS NOT BEEN MODIFIED OR REVOKED.

CORPORATION: RIVER VIEW CEMETERY ASSOCIATION DISTRICT.

- 3. LAND TITLE GUARANTEE COMPANY REQUIRES AN ACCURATE LEGAL DESCRIPTION OF SUBJECT PROPERTY TO BE PROVIDED FOR REVIEW AND APPROVAL. UPON FURTHER REVIEW THE COMPANY HEREBY RESERVES THE RIGHT TO INSERT ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE NECESSARY.

(AFFECTS PARCELS 7 AND 9)

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

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

Order Number: RND50070500

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

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904 IN BOOK 48 AT PAGE [502](#).**
(AFFECTS NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35)
9. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 04, 1929 IN BOOK 106 AT PAGE [517](#) AND RECORDED MARCH 21, 1977 IN BOOK 253 AT PAGE [461](#).**
(AFFECTS NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35)
10. **RIGHT OF WAY EASEMENT AS GRANTED TO WESTERN SLOPE GAS COMPANY, A COLORADO CORPORATION IN INSTRUMENT RECORDED JANUARY 23, 1967, IN BOOK 201 AT PAGES [19](#) AND [20](#) (SEE PAGE [20](#)).**
11. **RESERVATIONS AS CONTAINED IN DEED RECORDED NOVEMBER 18, 1937 IN BOOK 116 AT PAGE [488](#).**

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

Order Number: RND50070500

- 12. ORDINANCE NO. 128, SERIES OF 1974, ANNEXING CERTAIN REAL PROPERTY TO THE TOWN OF MINTURN RECORDED DECEMBER 20, 1974 UNDER RECEPTION NO. [134024](#) AND RECORDED DECEMBER 30, 1974 UNDER RECEPTION NO. [134115](#) AND RECORDED DECEMBER 14, 1981 UNDER RECEPTION NO. [229705](#).

(NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35).
- 13. RESERVATIONS AS CONTAINED IN DEED RECORDED DECEMBER 17, 1979 IN BOOK 296 AT PAGE [80](#).
- 14. NOTES AND EASEMENTS AS SHOWN ON THE PLAT OF RIVER VIEW CEMETERY RECORDED JUNE 10, 2002 UNDER RECEPTION NO. [798232](#).
- 15. ANY RIGHT TITLE OR INTEREST WHICH MAY BE CLAIMED BY THE UNION PACIFIC RAILROAD COMPANY, THE RIGHT OF WAY OF WHICH ADJOINS LOT 1, RIVER VIEW CEMETERY AS SHOWN ON THE PLAT THEREOF RECORDED JUNE 10, 2002 UNDER RECEPTION NO. [798232](#).
- 16. COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH CONTAIN A REVERTER CLAUSE, AS SET FORTH IN DEEDS RECORDED JUNE 10, 2002 UNDER RECEPTION NOS. [798233](#) AND [798235](#).
- 17. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE RIVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 24, 2002, UNDER RECEPTION NO. [799500](#) AND MAP RECORDED DECEMBER 7, 2009 UNDER RECEPTION NO. [26003](#).
- 18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED SEPTEMBER 16, 2010 UNDER RECEPTION NO. [201018417](#).
- 19. RIGHTS OF THE PUBLIC AND THE COUNTY TO AND OVER ANY OF THE STREETS, ROADS, ALLEYS, WALKS, PATHS, PARKS OR PARKWAYS SHOWN ON THE MAP OF SAID RIVER VIEW CEMETERY, RECORDED JULY 19, 2017 UNDER RECEPTION NO. [13828](#).
- 20. RESERVATIONS AS CONTAINED IN WARRANTY DEED RECORDED FEBRUARY 19, 1970 IN BOOK 217 AT PAGE [120](#).
- 21. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE UPPER EAGLE VALLEY SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 28, 2017, UNDER RECEPTION NO. [201705247](#).
- 22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TOWN OF MINTURN, COLORADO ORDINANCE NO. 06 - SERIES 2018 RECORDED DECEMBER 03, 2018 UNDER RECEPTION NO. [20619](#).
- 23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TOWN OF MINTURN ORDINANCE NO. 10 - SERIES 1995 RECORDED JANUARY 18, 2019 UNDER RECEPTION NO. [866](#).
- 24. RESTRICTIONS IMPOSED BY LAW REGARDING THE SALE AND DISPOSITION OF SAID LAND OR A PLACE WITHIN ANY MAUSOLEUM OR COLUMBARIUM ERECTED THEREON RESULTING FROM THE USE OR DEDICATION OF SAID LAND FOR CEMETERY PURPOSES.

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

Order Number: RND50070500

- 25. EASEMENTS, RIGHTS, OR INTERESTS ARISING OUT OF
 - (A) THE SALE OR TRANSFER OF LOTS, BLOCKS, PLOTS OR SECTIONS IN MINTURN CEMETERY (RIVER VIEW CEMETERY) OR OF BURIAL RIGHTS THEREIN,
 - (B) THE SALE OR TRANSFER OF CRYPTS OR VAULTS IN ANY MAUSOLEUM, AND OF NICHES IN ANY COLUMBARIUM TO BE ERECTED ON THE HEREIN DESCRIBED LAND, OR,
 - (C) ANY INTERMENT IN SAID LAND.
- 26. LACK OF ACCESS.
(AFFECTS PARCELS 7 AND 9)
- 27. ANY ADVERSE CLAIM OR BOUNDARY DISPUTE WHICH MAY EXIST OR ARISE BY REASON OF THE FAILURE OF THE SURVEY REFERRED TO IN SCHEDULE A TO LOCATE WITH CERTAINTY THE BOUNDARIES OF THE PREMISES IN SAID TRANSACTION. NO INSURANCE IS GIVEN AS TO THE DIMENSIONS AND LOCATION OF SAID PREMISES WITHIN SAID DESCRIBED LAND.
(AFFECTS PARCELS 7 AND 9)



Land Title Guarantee Company Disclosure Statements

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

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

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Guarantee Company of Summit
County
Land Title Insurance Corporation and
Old Republic National Title Insurance Company**

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

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

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

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

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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

Craig B. Rants, Senior Vice President



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

By President
Attest Secretary

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

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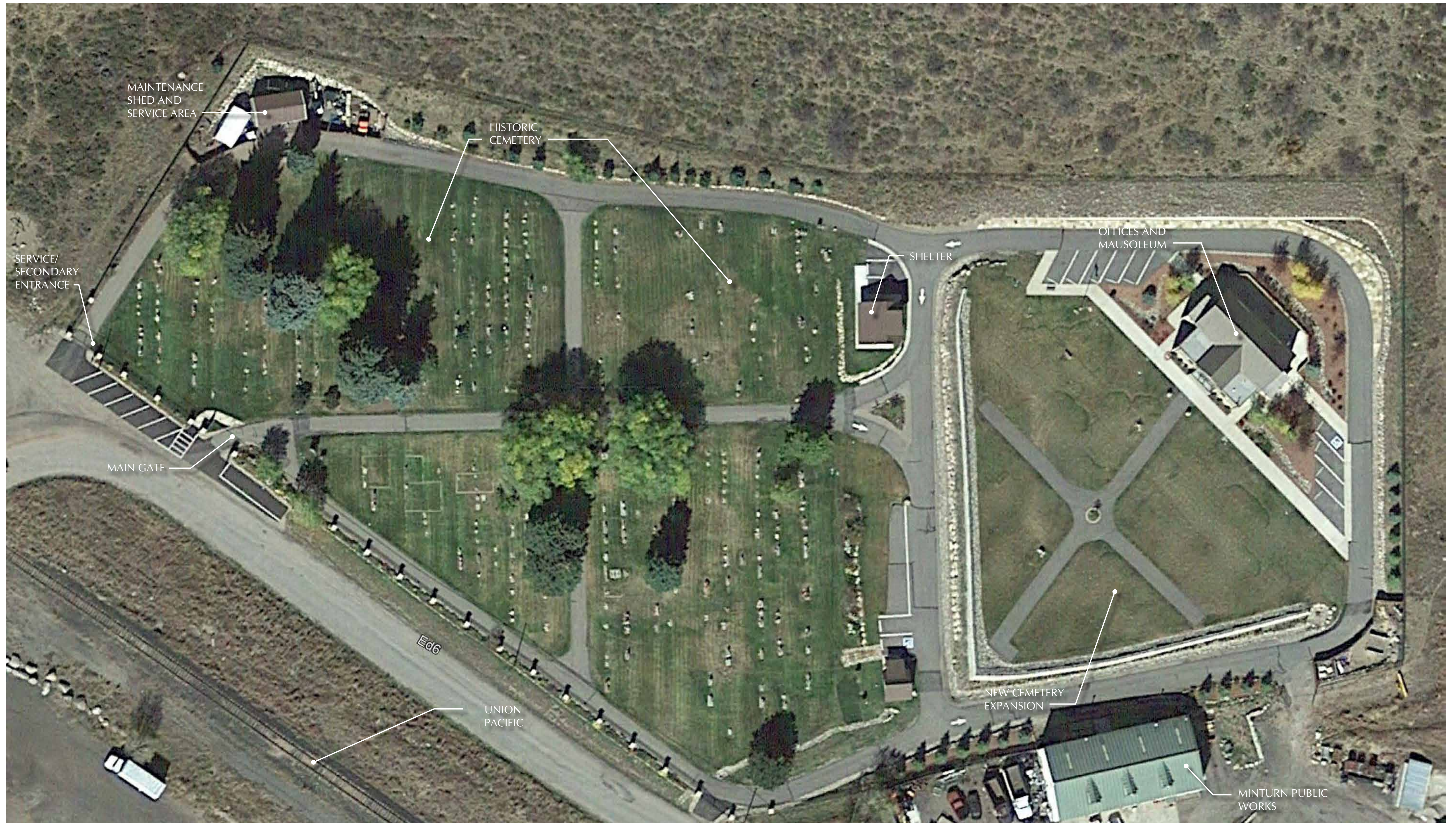
RIVERVIEW CEMETERY Minturn, CO

New Maintenance Shed Revised Design Review Application

December 18th, 2023

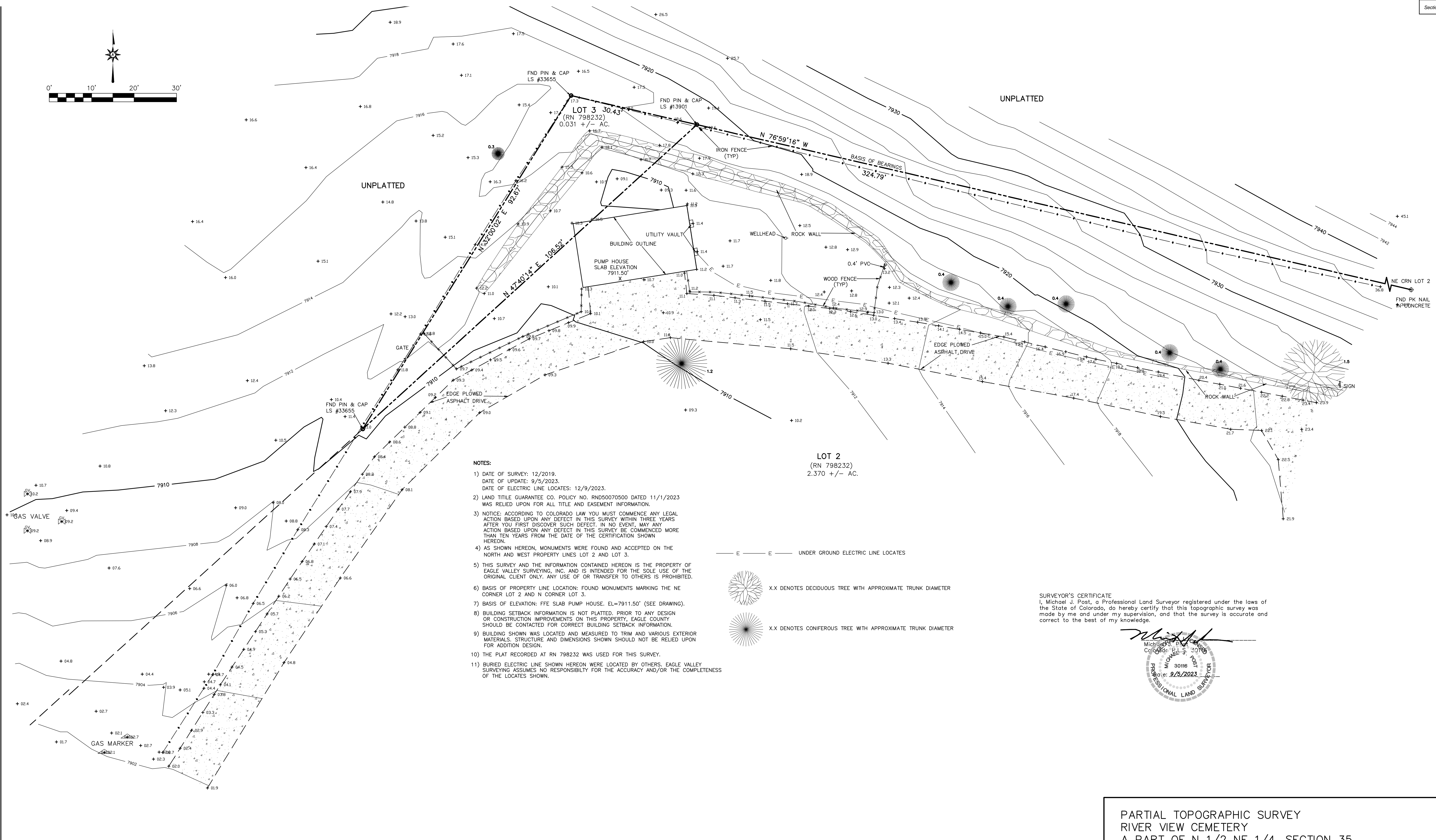
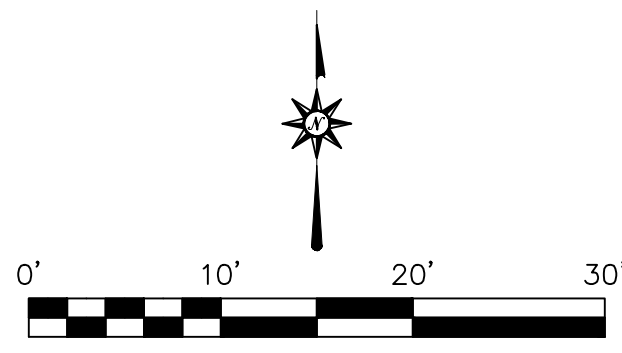




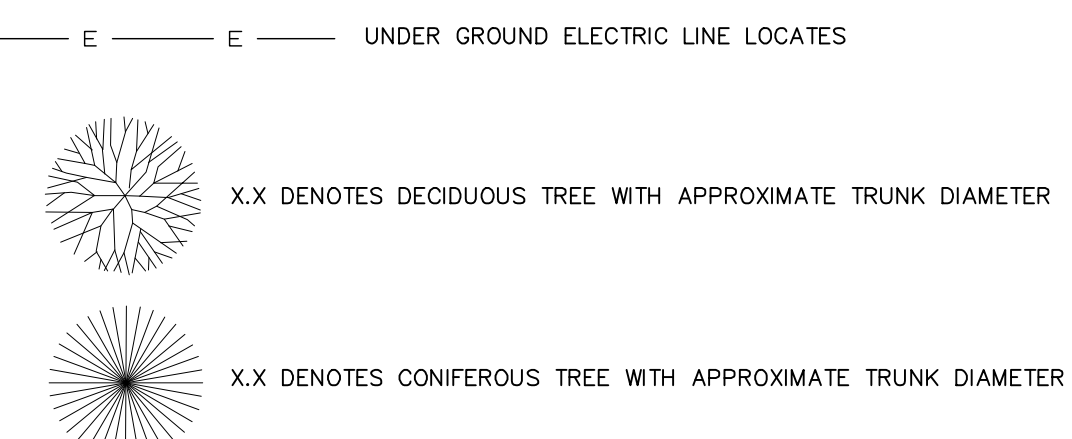


AERIAL IMAGE OF EXISTING CEMETERY PROPERTY

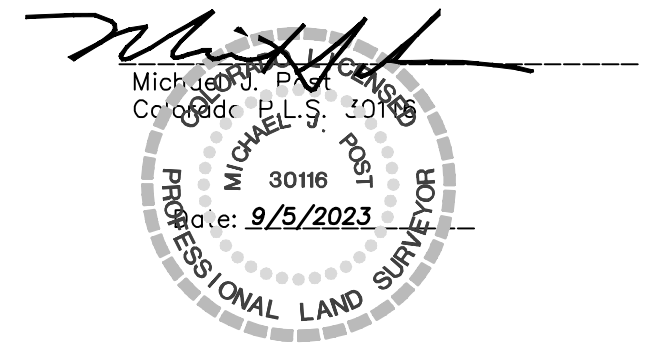




- NOTES:**
- 1) DATE OF SURVEY: 12/2019.
DATE OF UPDATE: 9/5/2023.
DATE OF ELECTRIC LINE LOCATES: 12/9/2023.
 - 2) LAND TITLE GUARANTEE CO. POLICY NO. RND50070500 DATED 11/1/2023 WAS RELIED UPON FOR ALL TITLE AND EASEMENT INFORMATION.
 - 3) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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 THE CERTIFICATION SHOWN HEREON.
 - 4) AS SHOWN HEREON, MONUMENTS WERE FOUND AND ACCEPTED ON THE NORTH AND WEST PROPERTY LINES LOT 2 AND LOT 3.
 - 5) THIS SURVEY AND THE INFORMATION CONTAINED HEREON IS THE PROPERTY OF EAGLE VALLEY SURVEYING, INC. AND IS INTENDED FOR THE SOLE USE OF THE ORIGINAL CLIENT ONLY. ANY USE OF OR TRANSFER TO OTHERS IS PROHIBITED.
 - 6) BASIS OF PROPERTY LINE LOCATION: FOUND MONUMENTS MARKING THE NE CORNER LOT 2 AND N CORNER LOT 3.
 - 7) BASIS OF ELEVATION: FFE SLAB PUMP HOUSE. EL=7911.50' (SEE DRAWING).
 - 8) BUILDING SETBACK INFORMATION IS NOT PLATTED. PRIOR TO ANY DESIGN OR CONSTRUCTION IMPROVEMENTS ON THIS PROPERTY, EAGLE COUNTY SHOULD BE CONTACTED FOR CORRECT BUILDING SETBACK INFORMATION.
 - 9) BUILDING SHOWN WAS LOCATED AND MEASURED TO TRIM AND VARIOUS EXTERIOR MATERIALS. STRUCTURE AND DIMENSIONS SHOWN SHOULD NOT BE RELIED UPON FOR ADDITION DESIGN.
 - 10) THE PLAT RECORDED AT RN 798232 WAS USED FOR THIS SURVEY.
 - 11) BURIED ELECTRIC LINE SHOWN HEREON WERE LOCATED BY OTHERS. EAGLE VALLEY SURVEYING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY AND/OR THE COMPLETENESS OF THE LOCATES SHOWN.



SURVEYOR'S CERTIFICATE
I, Michael J. Post, a Professional Land Surveyor registered under the laws of the State of Colorado, do hereby certify that this topographic survey was made by me and under my supervision, and that the survey is accurate and correct to the best of my knowledge.



PARTIAL TOPOGRAPHIC SURVEY
RIVER VIEW CEMETERY
A PART OF N 1/2 NE 1/4, SECTION 35
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6TH P.M.
EAGLE COUNTY, COLORADO




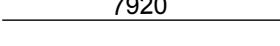




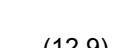




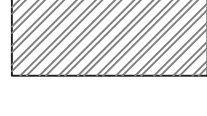
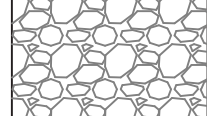
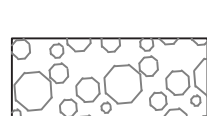
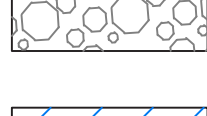

EAGLE VALLEY SURVEYING, INC.
41199 HIGHWAY 6 & 24, EAGLE-VALE
P.O. BOX 1230
EDWARDS, CO. 81632
(970)949-1406

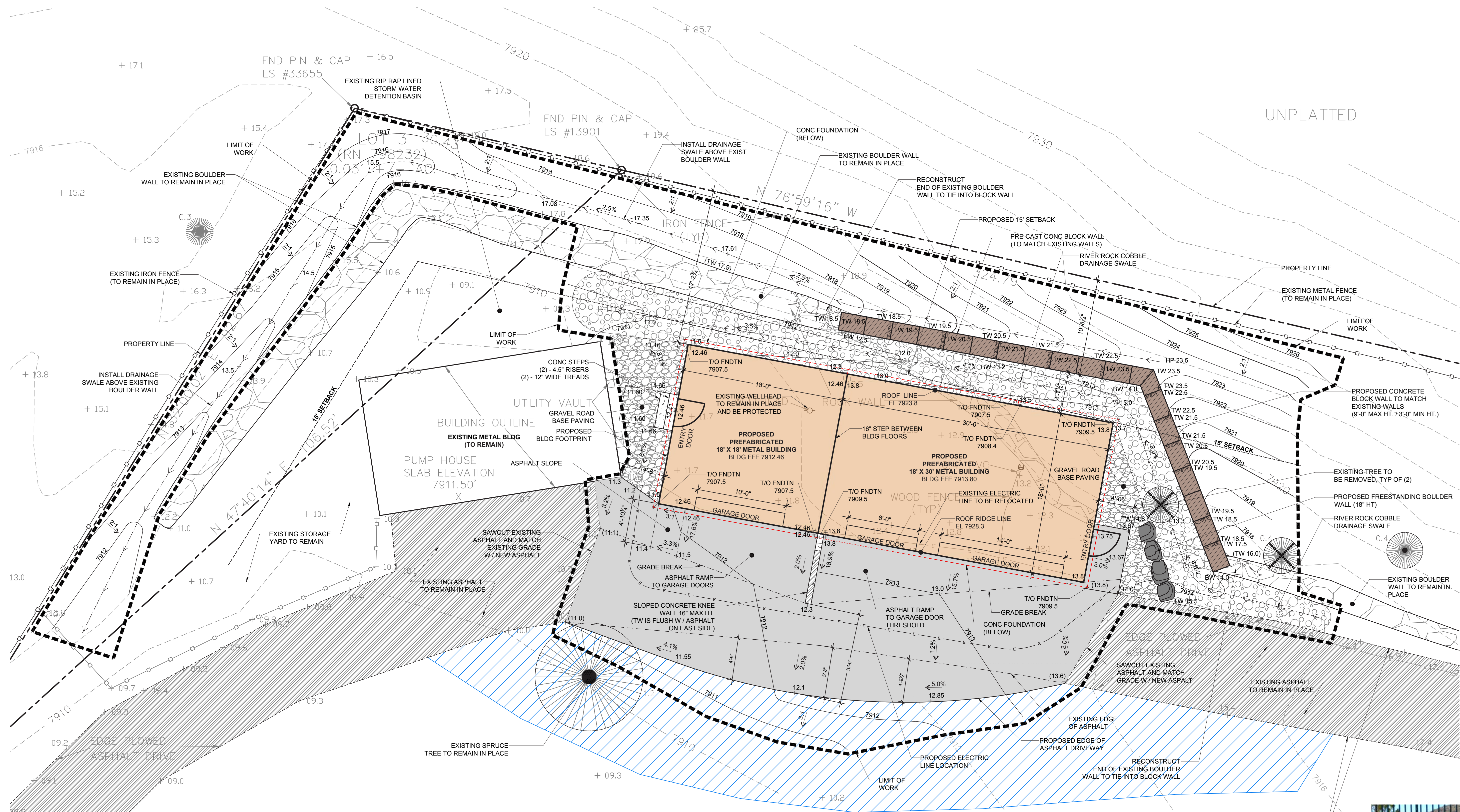
1747-T2-2023.DWG	DATE: 12/2012
DRN. BY: M. POST	PAGE: 1 OF 1

JOB No. 1747



SYMBOL LEGEND:

-  EXISTING TREE TO REMAIN
TYP OF (2)
-  EXISTING TREE TO BE REMOVED
TYP OF (2)
-  PROPERTY LINE
-  PROPOSED CONTOUR
-  EXISTING CONTOUR
-  EXISTING ELECTRIC LINE
-  PROPOSED ELECTRIC LINE (RELOCATED)
-  LIMIT OF WORK
-  PROPOSED SPOT ELEVATION
-  EXISTING SPOT ELEVATION
-  PROPOSED MAINTENANCE BUILDINGS
AREA: 864 SQ FT
-  NEW ASPHALT PAVING
QTY: 944.93 SQ FT
-  EXISTING ASPHALT PAVING
(TO REMAIN IN PLACE)
-  GRAVEL ROAD BASE PAVING
QTY: 165
PRODUCT: COMPACTED CDOT CLASS 6 ROAD BASE
-  RIVER ROCK COBBLE
QTY: 462
TYPE: 3 - 6" RIVER ROCK
-  SNOW STORAGE AREA
QTY: 1,089 SF
-  PRE-CAST CONCRETE BLOCK RETAINING WALL
QTY: 57.5 LF
PRODUCT: TO MATCH EXISTING WALLS
-  SITE SALVAGED BOULDERS
QTY: 9 LF
SIZE: 30" X 21" X 24"



UNPLATTED

SITE AREA CALCULATIONS:

TOTAL AREA OF LOT 2 = 2.370 AC (103,237.2 SF)

EXISTING IMPERVIOUS SURFACE COVERAGE
 BUILDING AREA = 413.5 SF
 PAVED AREAS + WALLS = 14,467.5 SF
 TOTAL = 14,881 SF (14% OF TOTAL LOT 2 AREA)

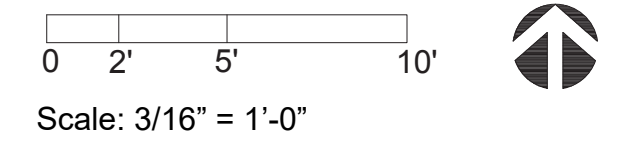
PROPOSED IMPERVIOUS SURFACE COVERAGE BEING ADDED AS A RESULT OF THIS PROJECT:
 BUILDING AREA = 864 SF
 PAVED AREAS + WALL = 456.5 SF
 TOTAL = 1,320.5 SF (1.3% OF TOTAL LOT 2 AREA)

TOTAL PROPOSED IMPERVIOUS SURFACE COVERAGE = 16,201.2 SF (15.7% OF TOTAL LOT 2 AREA)

PROPOSED SNOW STORAGE AREA = 1,089 SF (69% ADJACENT ASPHALT PAVING)

EXISTING CEMETERY PLOTS (LAWN AREA)

LOT 2
(RN 798232)
2.370 +/- AC.



Proposed Concrete Block Wall to Match Existing Walls



RE-VEGETATION NOTES:

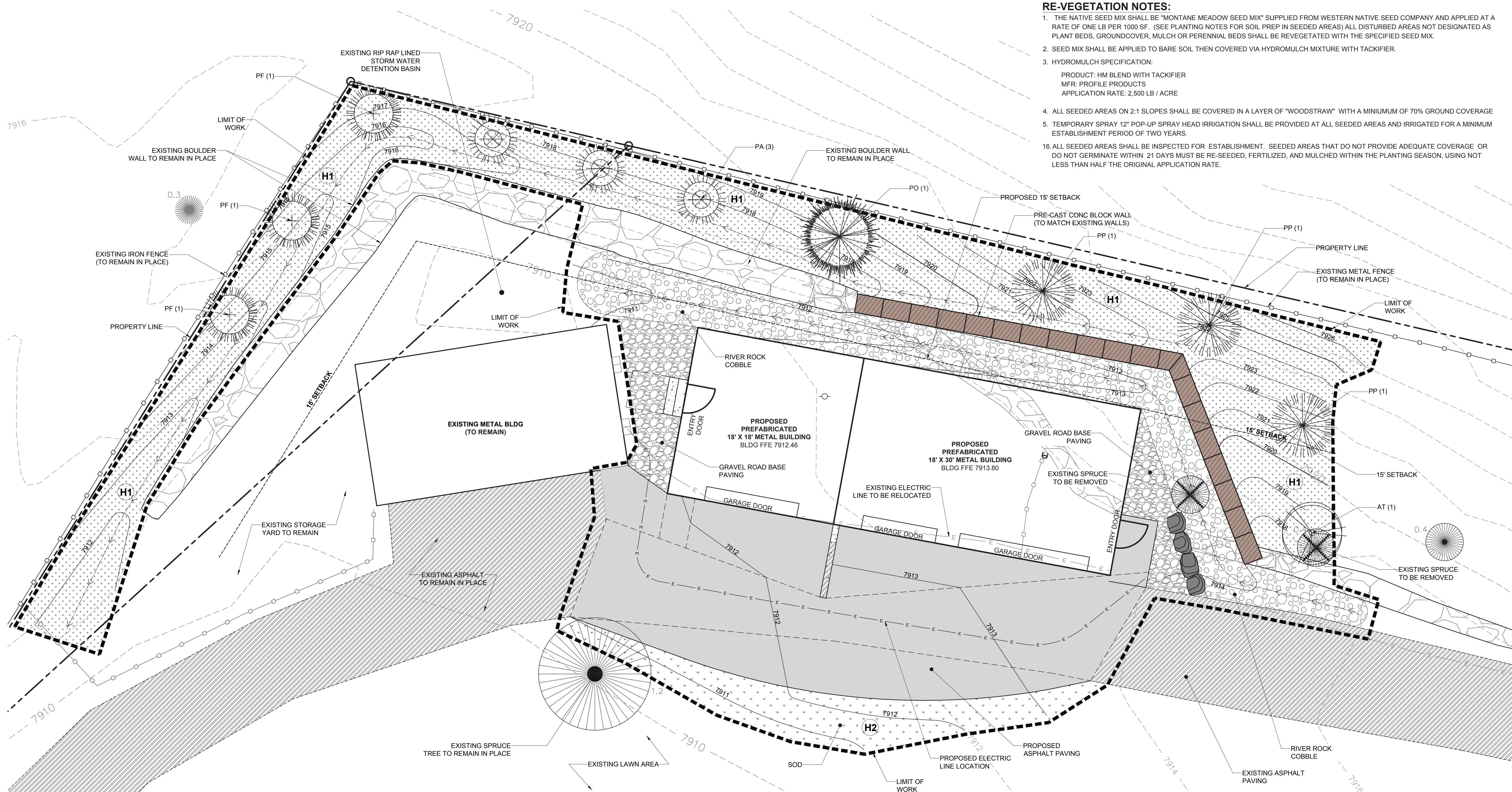
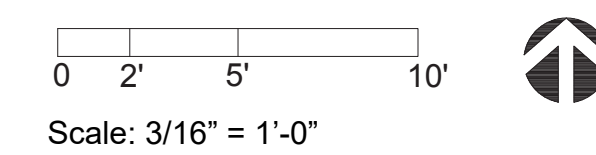
1. THE NATIVE SEED MIX SHALL BE "MONTANE MEADOW SEED MIX" SUPPLIED FROM WESTERN NATIVE SEED COMPANY AND APPLIED AT A RATE OF ONE LB PER 1000 SF. (SEE PLANTING NOTES FOR SOIL PREP IN SEEDED AREAS) ALL DISTURBED AREAS NOT DESIGNATED AS PLANT BEDS, GROUND COVER, MULCH OR PERENNIAL BEDS SHALL BE REVEGETATED WITH THE SPECIFIED SEED MIX.
2. SEED MIX SHALL BE APPLIED TO BARE SOIL THEN COVERED VIA HYDROMULCH MIXTURE WITH TACKIFIER.
3. HYDROMULCH SPECIFICATION:
PRODUCT: HM BLEND WITH TACKIFIER
MFR: PROFILE PRODUCTS
APPLICATION RATE: 2,500 LB / ACRE
4. ALL SEEDED AREAS ON 2:1 SLOPES SHALL BE COVERED IN A LAYER OF "WOODSTRAW" WITH A MINIMUM OF 70% GROUND COVERAGE
5. TEMPORARY SPRAY 12" POP-UP SPRAY HEAD IRRIGATION SHALL BE PROVIDED AT ALL SEEDED AREAS AND IRRIGATED FOR A MINIMUM ESTABLISHMENT PERIOD OF TWO YEARS.
6. ALL SEEDED AREAS SHALL BE INSPECTED FOR ESTABLISHMENT. SEEDED AREAS THAT DO NOT PROVIDE ADEQUATE COVERAGE OR DO NOT GERMINATE WITHIN 21 DAYS MUST BE RE-SEEDED, FERTILIZED, AND MULCHED WITHIN THE PLANTING SEASON, USING NOT LESS THAN HALF THE ORIGINAL APPLICATION RATE.

LANDSCAPE LEGEND:

- EXISTING TREE TO REMAIN
TYP OF (2)
- EXISTING TREE TO BE REMOVED
TYP OF (2)
- PROPERTY LINE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- LIMIT OF WORK
- HOT WINGS TARTARIAN MAPLE (AT)
Acer tartaricum 'Hot Wings'
QTY: 1
SIZE: 3" CALIPER
- COLORADO BLUE SPRUCE (PP)
Picea pungens 'Glauca'
QTY: 3
SIZE: 12' HT.
- BRISTLECOONE PINE (PA)
Pinus aristata
QTY: 3
SIZE: 8' HT.
- LIMBER PINE (PF)
Pinus flexilis
QTY: 3
SIZE: 10' HT.
- PONDEROSA PINE (PO)
Pinus ponderosa
QTY: 1
SIZE: 12' HT.
- NATIVE SEED
QTY: 1,361 SF
PRODUCT: MONTANE MEADOW MIX
SUPPLIER: WESTERN NATIVE SEED
- SOD
QTY: 237 SF
TYPE: KENTUCKY BLUEGRASS
- PRE-CAST CONCRETE BLOCK RETAINING WALL
QTY: 57.5 LF
PRODUCT: TO MATCH EXISTING WALLS
- SITE SALVAGED BOULDERS
QTY: 9 LF
SIZE: 30" X 21" X 24"

HYDRO ZONES

- H1 NATIVE SEED WITH NATIVE OR ADAPTABLE TREES
TEMPORARY SPRAY IRRIGATION FOR NATIVE SEED
PERMANENT DRIP IRRIGATION TO TREES
LOW TO MEDIUM WATER REQUIREMENTS
- H2 LAWN AREAS
SPRAY OR ROTOR IRRIGATION
HIGH WATER REQUIREMENT



PLANTING NOTES AND SPECIFICATIONS:

1. ALL PLANT MATERIALS SHALL BE NURSERY GROWN. PLANTS SHALL BE HEALTHY AND FREE OF DISEASE AND PESTS. ALL PLANT MATERIAL IS TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. LANDSCAPE CONTRACTOR SHALL SUPPLY PHOTOS AND LOCATION OF THE SOURCE OF ALL TREES AND SHRUBS TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO DELIVERY OF MATERIALS TO THE PROJECT SITE(S).
3. ALL CONTAINER PLANTS SHALL HAVE BEEN GROWN IN THE CONTAINERS IN WHICH THEY ARE DELIVERED FOR A MINIMUM OF TWO MONTHS, BUT NOT MORE THAN TWO YEARS FOR SHRUBS AND GRASSES AND ONE YEAR FOR PERENNIALS AND GROUND COVERS.
4. PLANTING BACKFILL IS TO CONSIST OF 66% NATIVE TOPSOIL AND 33% ORGANIC COMPOST TO A DEPTH OF 8". TILL 6" OF TOPSOIL IMPORT AND 2" OF COMPOST FOR ALL AREAS TO BE PLANTED. PROVIDE A 36" DEPTH OF PLANTING BACKFILL AROUND ALL TREES
5. ALL TREES AND SHRUBS SHALL HAVE 3" DEPTH MULCH RINGS INSTALLED TO THE OUTSIDE EDGE OF THE ROOT BALL
6. TREES SHALL HAVE ALL BINDING MATERIAL REMOVED AROUND THE BASE ON THE TRUNK AND BURLAP MATERIALS REMOVED AT LEAST HALFWAY TO THE MIDDLE OF THE ROOT BALL PRIOR TO BACKFILLING AND PLANTING.
15. SOIL PREPARATION OF ALL SOD OR NATIVE SEED AREAS WILL INCLUDE THE FOLLOWING:
 - 15.1. LOOSENING THE SOIL TO A MINIMUM OF 4" DEPTH REMOVING ROCKS OVER 2" IN DIAMETER, ROOTS, STICKS, DEBRIS AND ANY OTHER EXTRANEIOUS MATERIAL.

- 15.2. AMENDING SOIL WITH 2" COMPOST AND 2" TOPSOIL, AND TILLING TO A MINIMUM 6" DEPTH.
- 15.3. GRADED TO A SMOOTH, FREE DRAINING EVEN SURFACE WITH A LOOSE, MODERATELY COARSE TEXTURE. REMOVE RIDGES AND FILL DEPRESSIONS AS REQUIRED TO DRAIN.
- 15.4. FILL ANY VERTICAL STRIATIONS AND GULLIES PRIOR TO APPLYING HYDROSEED
- 15.5. ONE APPLICATION OF A DI-AMMONIUM PHOSPHATE FERTILIZER, 18-46-0, SHALL BE BROADCAST PRIOR TO SEEDING AT A RATE OF 8 LBS. PER 1000 S.F. NATIVE SEED SHALL BE
16. NATIVE SEED SHALL BE BROADCAST BY HAND THEN COVERED VIA HYDROMULCH SLURRY WITH UNIFORM COVERAGE OVER ENTIRE SEEDED AREA. (SEE RE-VEGETATION NOTES)
17. ALL SEEDED AREAS SHALL BE INSPECTED FOR ESTABLISHMENT. SEEDED AREAS THAT DO NOT PROVIDE ADEQUATE COVERAGE OR DO NOT GERMINATE WITHIN 21 DAYS MUST BE RE-SEEDED, FERTILIZED, AND MULCHED WITHIN THE PLANTING SEASON, USING NOT LESS THAN HALF THE ORIGINAL APPLICATION RATE.
18. EVERGREEN TREES GREATER THAN 6" ARE TO BE STAKED WITH (3) 5" STEEL T-STAKES AND GUYED WITH GALVANIZED WIRE. SEE PLANTING DETAILS
19. CONTRACTOR SHALL BE RESPONSIBLE FOR ERADICATION, REMOVAL, DISPOSAL OF WEEDS WITHIN THE LIMITS OF WORK DURING THE CONSTRUCTION PERIOD AND THROUGH THE PROJECT'S FINAL ACCEPTANCE.
20. AT THE TIME OF PLANTING ALL NEWLY PLANTED TREES AND SHRUBS SHALL BE FERTILIZED WITH BIOSOIL MIX, ALL-PURPOSE FERTILIZER PER MANUFACTURER'S SPECIFICATIONS. THIS FERTILIZER TO BE MIXED IN WITH PLANTING BACKFILL. PLEASE CONTACT ROCKY MOUNTAIN BIO-PRODUCTS, 10801 E. 54TH AVENUE, DENVER, CO. 80239, PHONE (303) 696-8964.
21. PRIOR TO PLANTING OR SEEDING, THE IRRIGATION SYSTEM SHALL BE FULLY IN PLACE AND OPERATIONAL.
22. ALL DISTURBED AREAS SHALL BE RE-VEGETATED WITH SOD OR MATERIALS THAT MATCH ADJACENT CONDITIONS.
23. ALL EXCESS NATIVE SOIL RESULTING FROM SOIL PREP SHALL BE DISPOSED OF AND REMOVED FROM THE SITE OR STOCKPILED IN LOCATION APPROVED BY OWNER.

IRRIGATION NOTES:

1. IRRIGATION SYSTEM IS TO BE DESIGN BUILD BY CONTRACTOR
2. EXISTING IRRIGATION SYSTEM SHALL BE MODIFIED TO ACCOMMODATE NEW PAVING EXTENTS AND LANDSCAPING.
3. AUTOMATIC DRIP EMITTER IRRIGATION SHALL BE PROVIDED AT ALL NEW TREES, SHRUBS, AND GRASSES. AUTOMATIC MICRO-SPRAY OR SUBSURFACE DRIP IRRIGATION SHALL BE PROVIDED AT ALL PERENNIAL BEDS. AUTOMATIC 6" POP-UP SPRAY HEADS OR ROTORS SHALL BE PROVIDED FOR SOD OR LAWN AREAS. ALL OVERHEAD IRRIGATION HEADS SHALL BE SPACED ON CENTER PER THEIR COVERAGE RADIUS TO PROVIDE EVEN AND EFFICIENT WATERING. ALL SPRAY HEADS SHALL BE INSTALLED WITH A SWING PIPE CONNECTION AT EACH HEAD.
4. FLUSH DIRT AND DEBRIS FROM PIPING BEFORE INSTALLING SPRINKLERS AND OTHER DEVICES.
5. MAINLINE IS TO BE BURIED 12"-18" BELOW FINISHED GRADE. LATERAL PIPES SHALL BE BURIED 8"-12" BELOW FINISHED GRADE IN LANDSCAPED AREAS AND A MINIMUM OF 2" BELOW FINISHED GRADE IN NATIVE/UNDISTURBED AREAS. ALL PIPE TRENCHES SHALL BE FREE OF ROCKS AND DEBRIS PRIOR TO PIPE INSTALLATION. BACKFILL TRENCHES WITH SOIL THAT IS FREE OF ROCKS AND DEBRIS.
6. PROVIDE SCHEDULE 80 4" PVC SLEEVING BELOW ALL HARDSCAPE TO ADJACENT PLANTING AREAS.

EROSION CONTROL & SITE PROTECTION NOTES & SPECIFICATIONS:

1. SILT FENCE, WADDLES, OR HAY BALES ARE TO BE PLACED AT THE LIMIT OF CONSTRUCTION AS NEEDED TO PREVENT EROSION AND SEDIMENTATION. A CONSTRUCTION FENCE WILL BE PLACED AT THE LIMIT OF DISTURBANCE WHERE THE SILT FENCE OR HAY BALES ARE NOT USED.
2. ALL TREES WITHIN THE LIMITS OF DISTURBANCE THAT ARE TO BE PRESERVED SHALL BE PROTECTED AT EVERGREEN TREES WITH SNOW FENCING AT DRIP-LINE, AT DECIDUOUS TREES USE SNOW FENCING AT DRIP-LINE. IF YOU CANNOT PROVIDE SNOW FENCE @ DRIP-LINE DUE TO CONSTRUCTION PROXIMITY, WRAP TRUNK WITH PLASTIC CORRUGATED CULVERT SECTIONS TO A HEIGHT OF 6' OR TO FIRST MAJOR BRANCH. IF IT IS NECESSARY TO DRIVE WITHIN THE DRIP-LINE OF THE TREE, CONTRACTOR SHALL INSTALL 4" OF BARK MULCH OR WOOD CHIPS IN A RING EXTENDING FROM THE TRUNK TO THE TREE'S DRIP LINE.

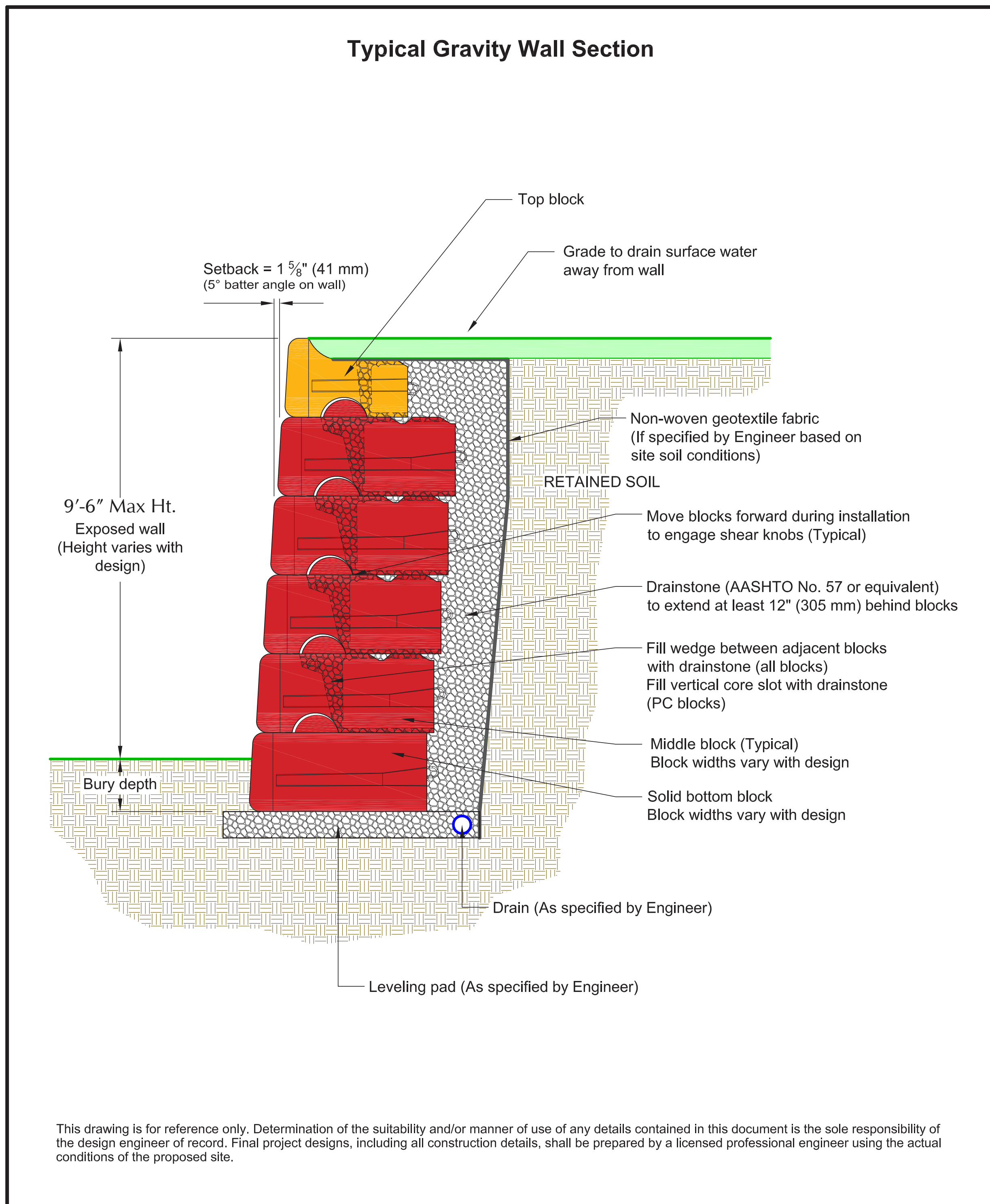
3. SPECIAL CARE NEEDS TO BE TAKEN FOR TREES WITHIN CONSTRUCTION ACCESS ROUTE AND WORK AREAS. PLASTIC CORRUGATED CULVERT SECTIONS WITH INTERIOR INSULATION OF 1.5" MIN. TO SURROUND TREE TRUNK TO A HEIGHT OF 6' OR TO FIRST MAJOR BRANCH.
4. ERECT AND MAINTAIN TEMPORARY FENCING AROUND TREE PROTECTION ZONES BEFORE STARTING SITE CLEARING. REMOVE FENCE WHEN CONSTRUCTION IS COMPLETE. DO NOT STORE CONSTRUCTION MATERIALS, DEBRIS, OR EXCAVATED MATERIAL WITHIN FENCED AREA. DO NOT PERMIT VEHICLES, EQUIPMENT OR FOOT TRAFFIC WITHIN FENCED AREA. MAINTAIN FENCED AREA FREE OF WEEDS AND TRASH.
5. ALL DISTURBED AREAS NOT DESIGNATED AS SHRUB BEDS, PERENNIAL BEDS, OR LAWN SHALL BE REVEGETATED WITH THE SPECIFIED SEED MIXTURE. SEE PLANTING NOTE #15 FOR MORE INFORMATION.
6. PROVIDE SILT FENCE OR SNOW FENCING AROUND ALL REVEGETATED AREAS FOR A MINIMUM OF ONE YEAR PERIOD OF ESTABLISHMENT (TWO YEARS IDEAL), PARTICULARLY FOR SEEDED SHRUBS.

LANDSCAPE MAINTENANCE NOTES:

1. REMOVED WEEDS IN NATIVE SEED AREAS.
2. APPLY WEED CONTROL PESTICIDES TO GRAVEL AND RIVER ROCK COBBLE AREAS AS NEEDED THROUGHOUT THE GROWING SEASON.
3. ADD BARK MULCH TO TREE RINGS AS NEEDED ON A SEASONAL BASIS
4. PRUNE DEAD BRANCHES FROM TREES AS NEEDED
5. CLEAN ALL FILTERS AND INSPECT IRRIGATION SYSTEM FOR PROPER FUNCTION
6. APPLY FERTILIZER TO SPRUCE TREES IN SPRING
7. MONITOR TREES FOR INFESTATIONS AND RECOMMEND ARBOR SERVICES AS REQUIRED.
7. TREAT ALL TREES FOR PEST INFESTATIONS AS REQUIRED
8. REMOVE LEAVES AND DEBRIS FROM PLANTING AREAS AND FENCE AS REQUIRED.

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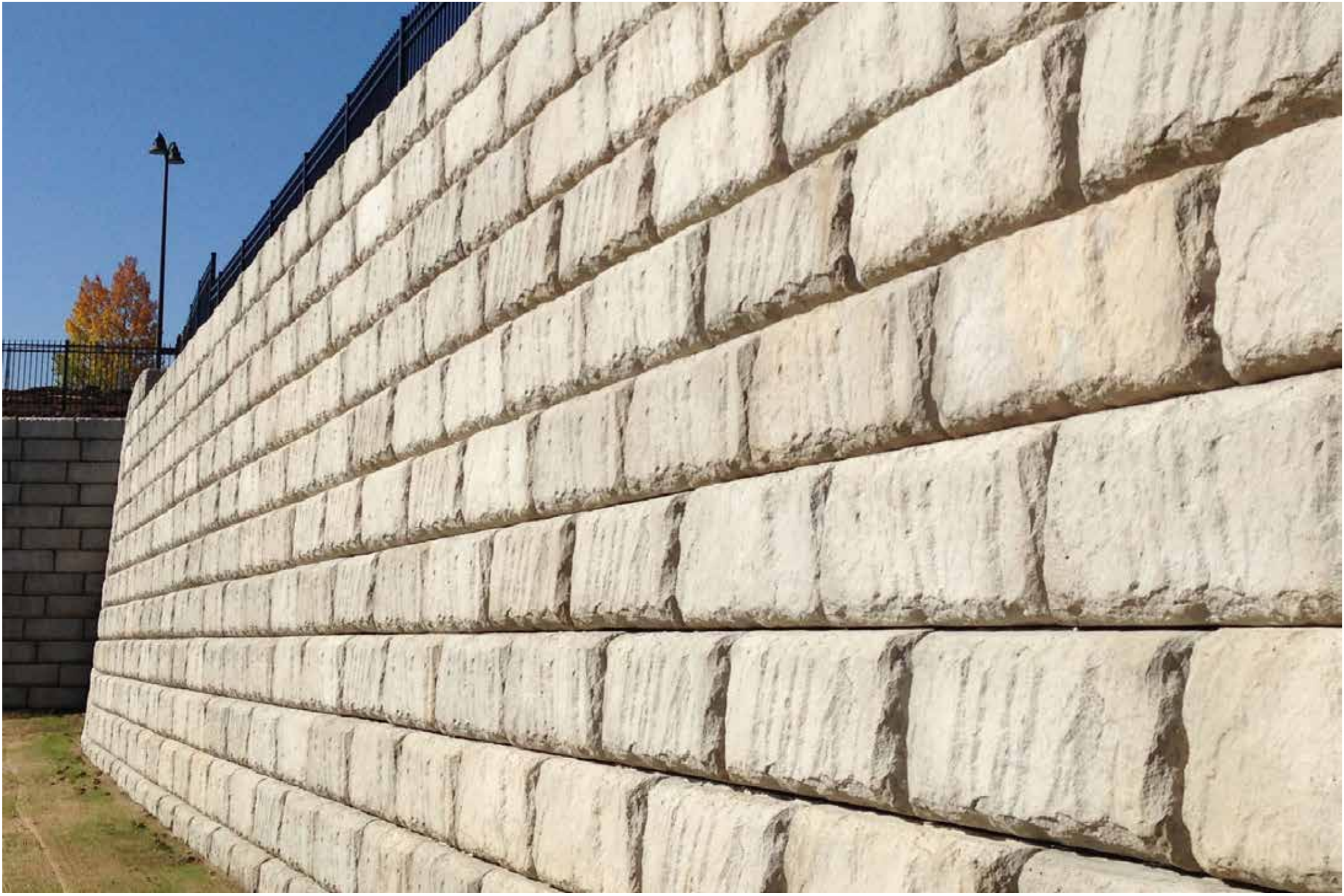
DRAWN BY:	JRJ
APPROVED BY:	JRJ
DATE:	17MAR2016
SHEET:	1 of 1

TITLE:	Typical Gravity Wall Detail	
FILE:		1 Typical Gravity Wall Detail 031716.dwg

REDI-ROCK
 05481 US 31 SOUTH, CHARLEVOIX, MI 49720
 (866) 222-8400 ext 3010 • engineering@redi-rock.com
 www.redi-rock.com

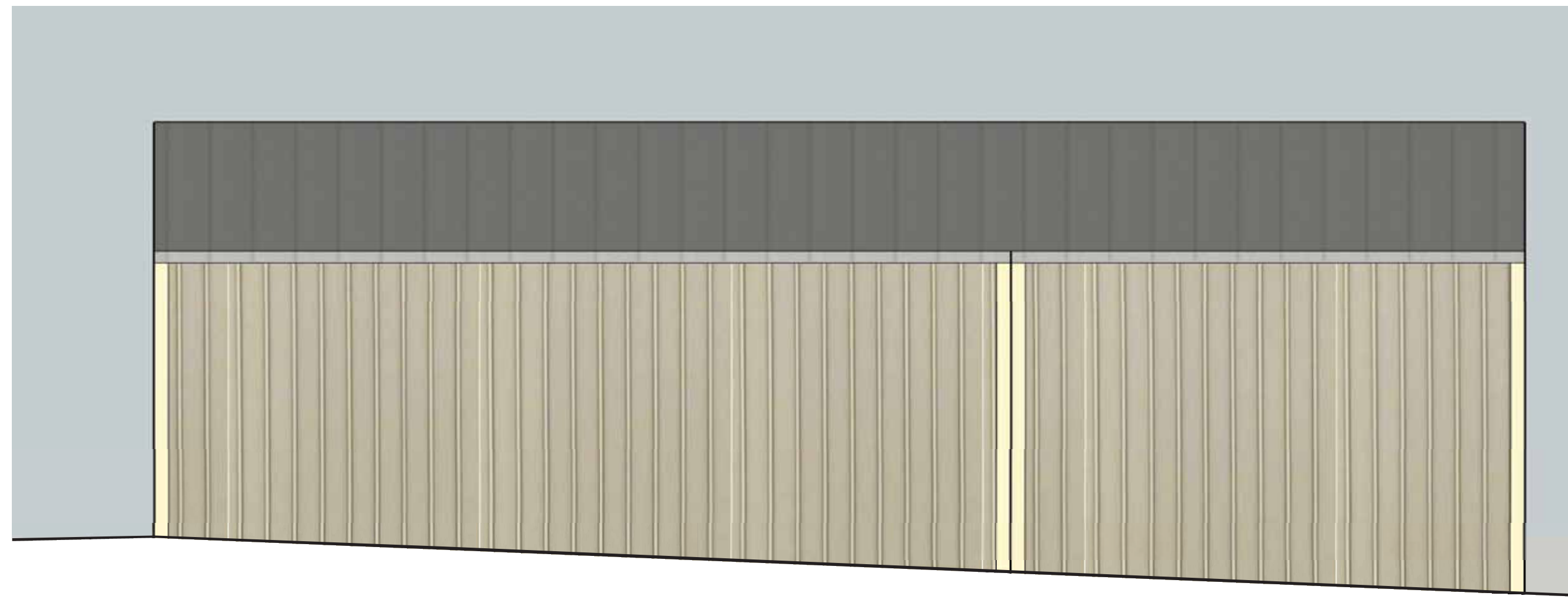


Existing Concrete Block Wall

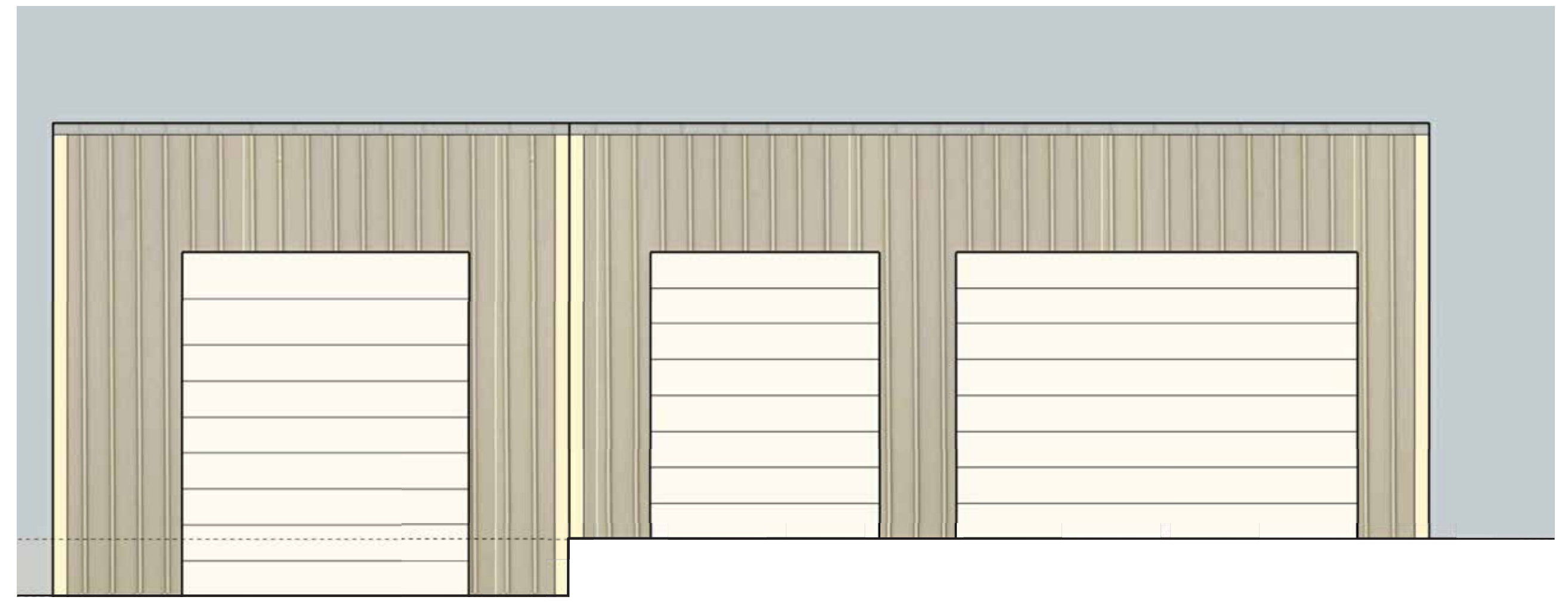


Proposed Concrete Block Wall
Redi-Rock Limestone

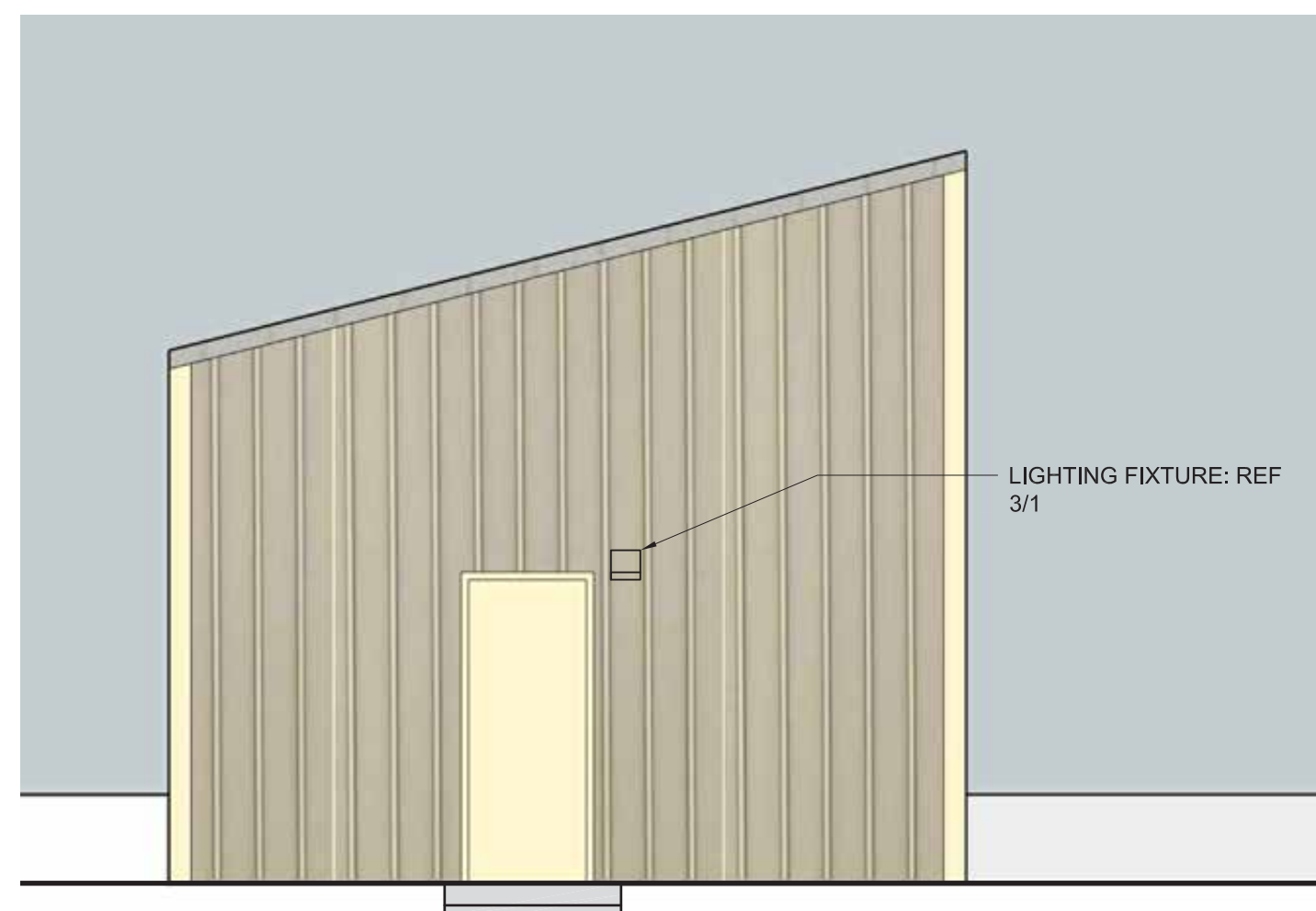




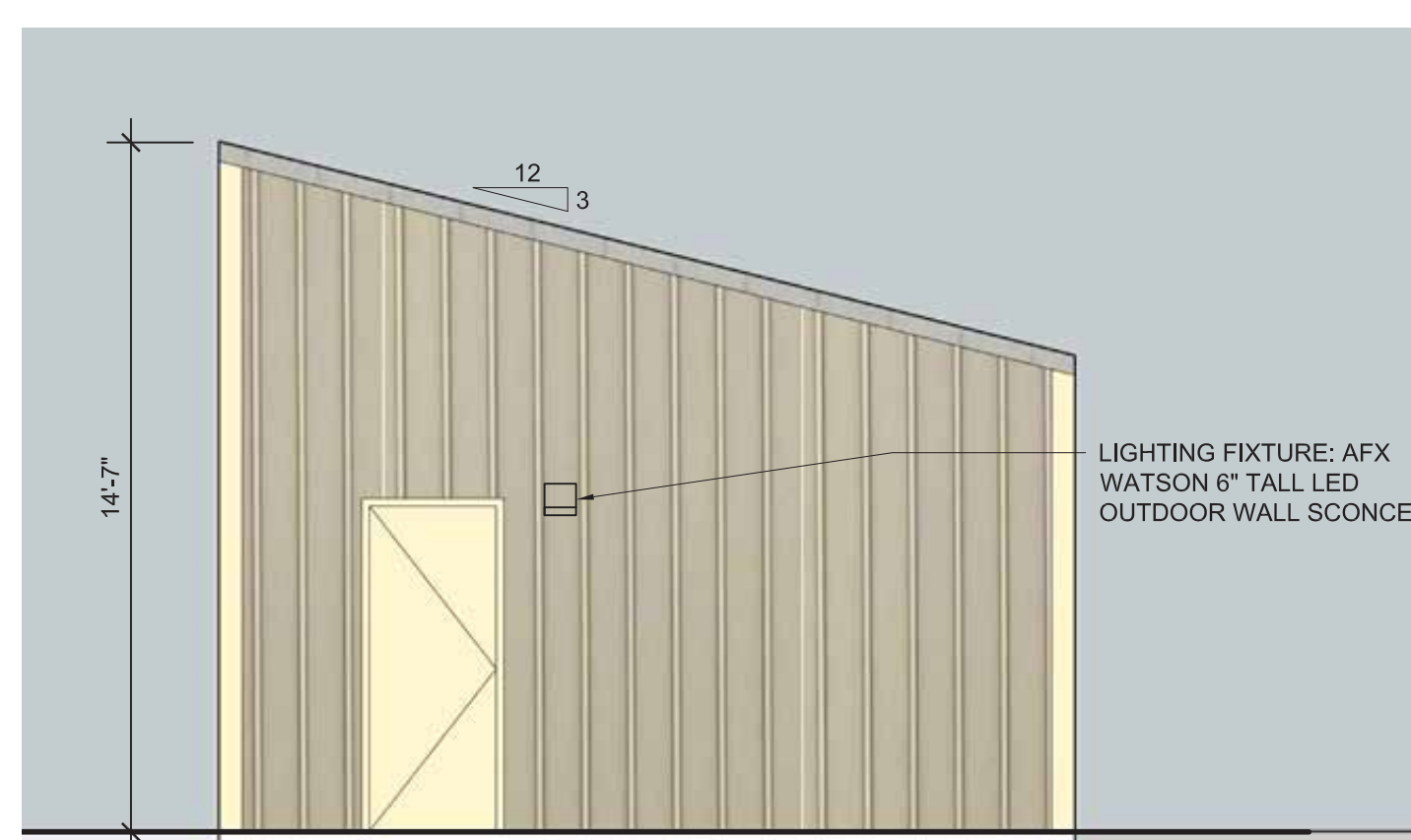
5 EAST ELEVATION
1 1/4" = 1'-0"



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



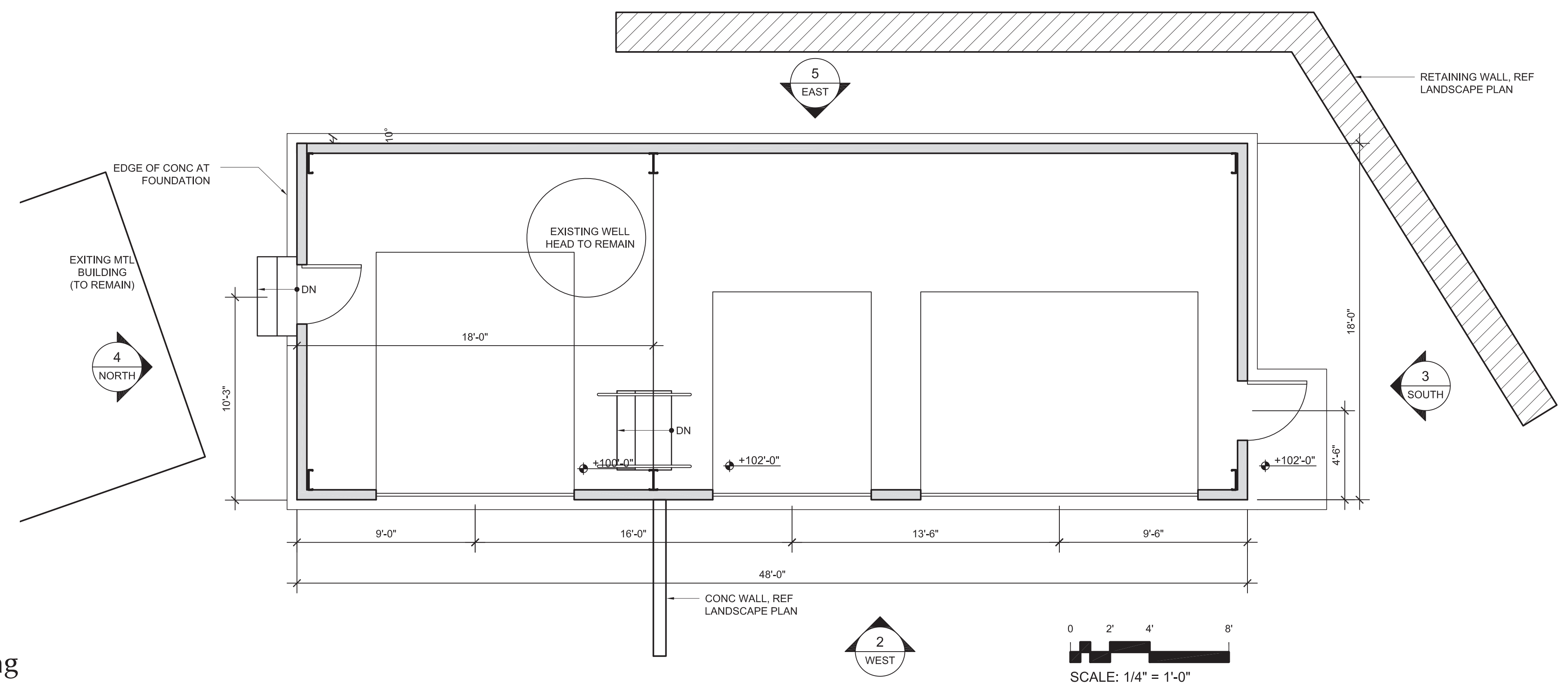
4 NORTH ELEVATION
1 1/4" = 1'-0"



3 SOUTH ELEVATION
1 1/4" = 1'-0"



Exterior Lighting



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





3D Rendering



MATERIALS / COLORS



Existing Maintenance Building

Siding: Corrugated Metal Siding to Match Existing
 Trim: Metal Trim to Match Existing
 Roof: Corrugated Metal to Match Existing

Building Specifications

Building Type

18' - 0" wide x 18' - 0" long x 12' - 0" high building with roof pitch of Single Slope 3:12

Building Options

- (1) Roll up door supplied
- (1) Personnel door supplied

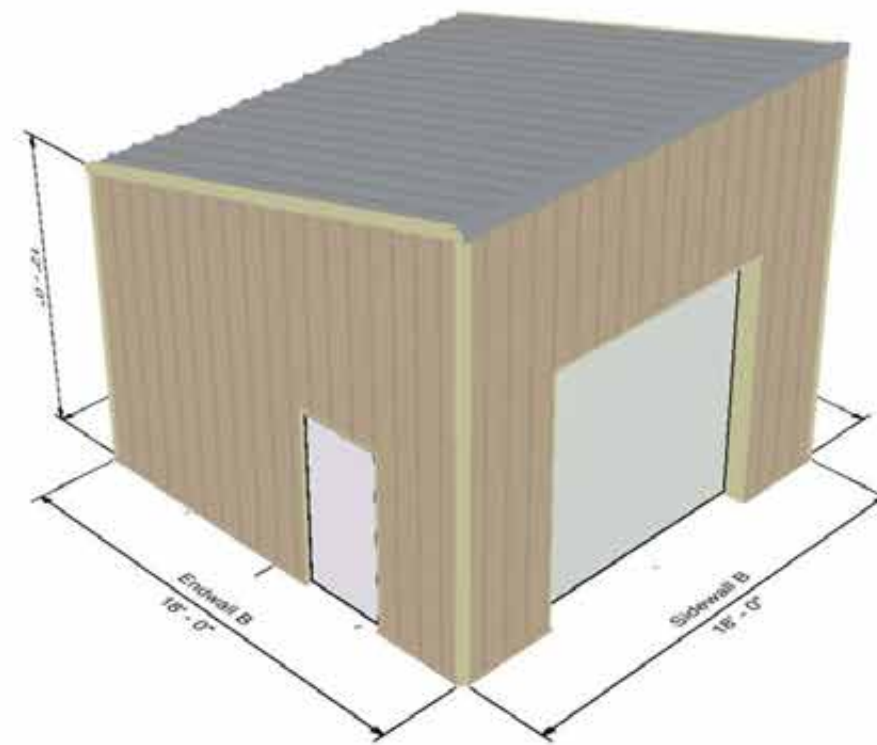
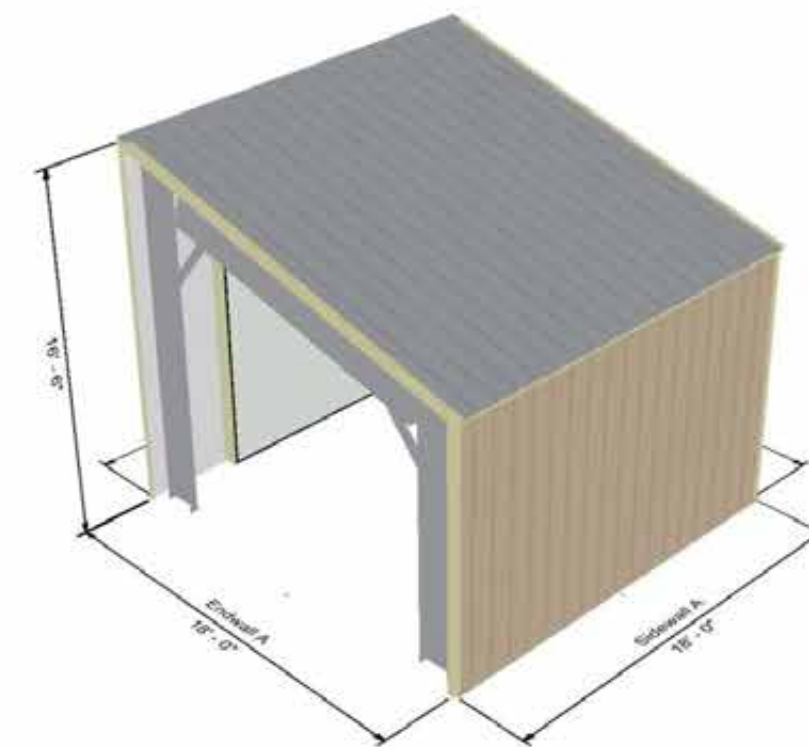
Frame finish: Galvanized Steel

Roof finish: 26G bare

Wall finish: 26G painted

Stamped Engineering Plans:

- 143 psf ground snow load, 100 psf min. roof snow load
- 115 mph wind speed, exposure 'C'
- 2015 IBC



Building & Site Requirements***

Ground Snow Load: 143 psf
Design Roof Snow Load: 120 psf
Wind Load/Exposure: 115 mph C
Building Code: 2015 IBC
Building Occupancy Category: II
Building Heating: Unheated
Extra Roof Dead Load: 3 psf

Building Specifications

Building Type

18' - 0" wide x 30' - 0" long x 10' - 0" high building with roof pitch of Single Slope 3:12

Building Options

- (2) Roll up doors supplied

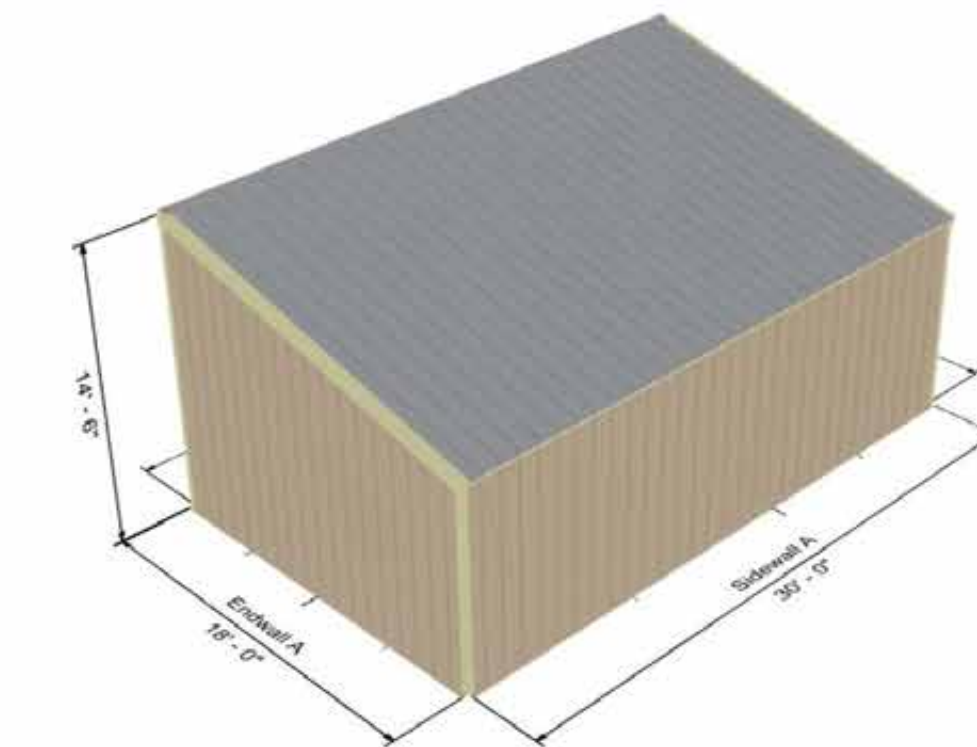
Frame finish: Galvanized Steel

Roof finish: 26G bare

Wall finish: 26G painted

Stamped Engineering Plans:

- 143 psf ground snow load, 100 psf min. roof snow load
- 115 mph wind speed, exposure 'C'
- 2015 IBC



Building & Site Requirements***

Ground Snow Load: 143 psf
Design Roof Snow Load: 120 psf
Wind Load/Exposure: 115 mph C
Building Code: 2015 IBC
Building Occupancy Category: II
Building Heating: Unheated
Extra Roof Dead Load: 3 psf

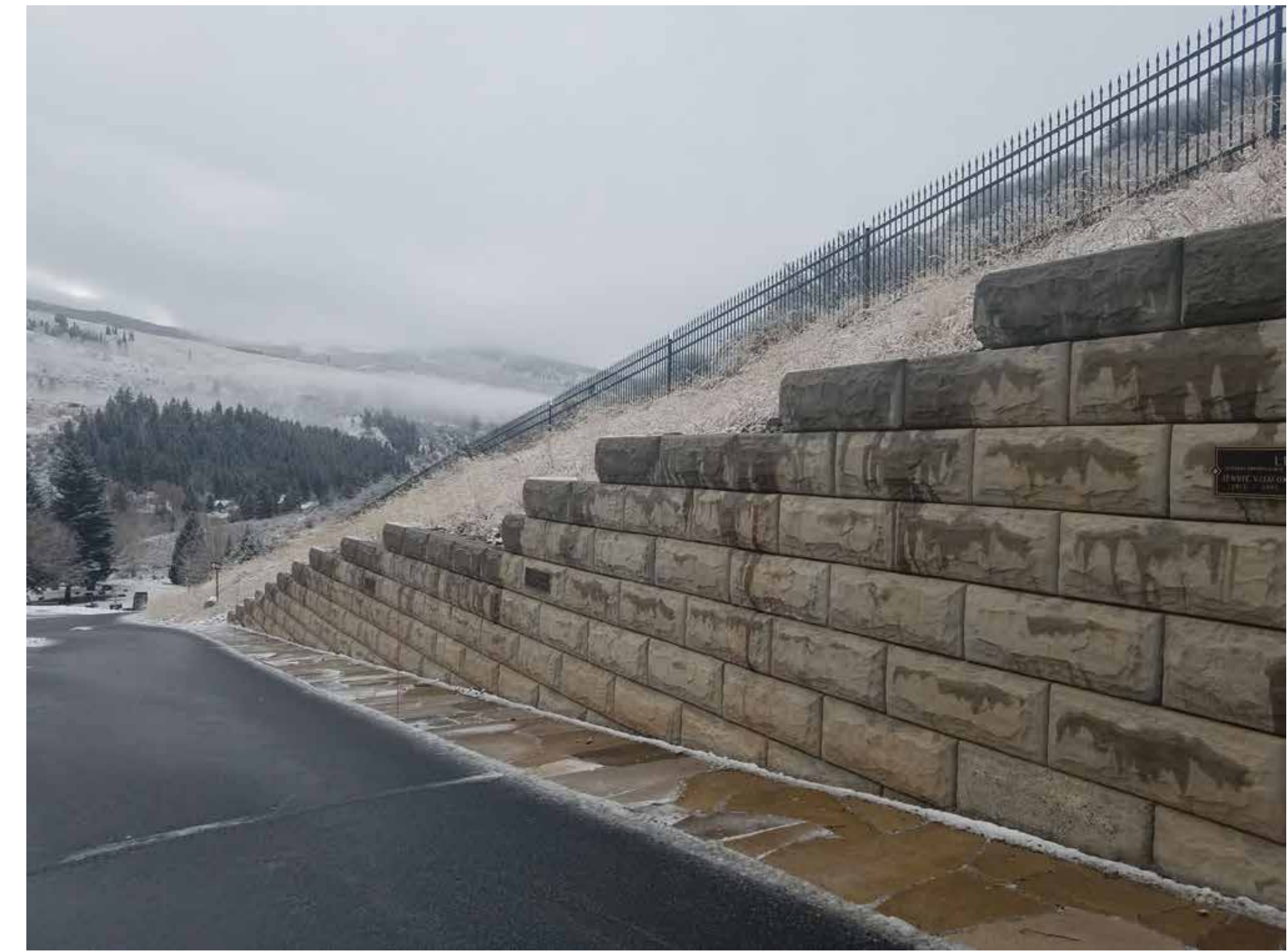




View from hillside above



Access driveway looking northwest



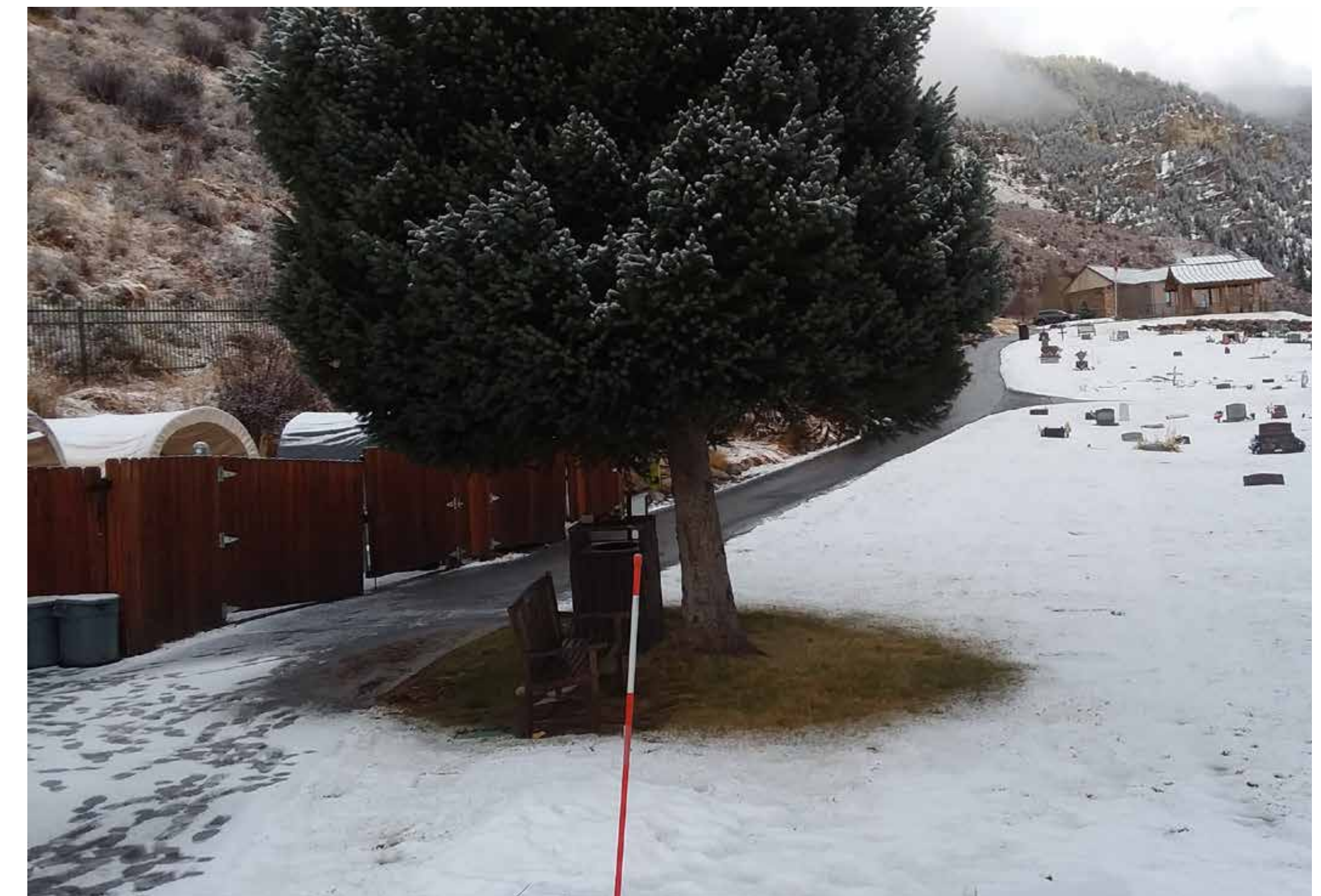
Existing concrete block wall



Existing maintenance building



Existing temporary storage



Existing spruce tree adjacent to site





October 30, 2023

Mr. Jesse Gregg
Zehren and Associates
Via email: jesseg@zehren.com

**RE: Minturn Cemetery
Drainage Calculations for Proposed Maintenance Shed Improvements**

Dear Mr. Gregg

Attached I have prepared drainage calculations that pertain to the proposed Maintenance Shed plans dated- DRB September 26, 2023, submitted to the Town of Minturn.

The existing shed and existing adjacent parking area have an impervious area almost the same footprint as the proposed building and the additional asphalt placed on the access drive. The increase in total impervious area for the proposed construction is only 446 square feet.

The proposed swale above the retaining walls will intercept off-site drainage and route it around the existing and proposed buildings. A new drainage swale below the retaining walls will route developed flow to the existing “detention pond” behind the existing shed. This separates the offsite historic runoff from the proposed runoff (see attached plan).

The storm water runoff calculations were performed using Urban Hydrology for Small Watersheds (TR-55) and criteria from Town Code. Soils Maps, Precipitation tables and spreadsheet calculations are attached.

The existing stormwater detention pond (approximately 280 cubic feet) can adequately contain the existing and proposed impervious area associated with the 100-year storm event (90 cubic feet).

Sincerely,



Matt Wadey, PE
President

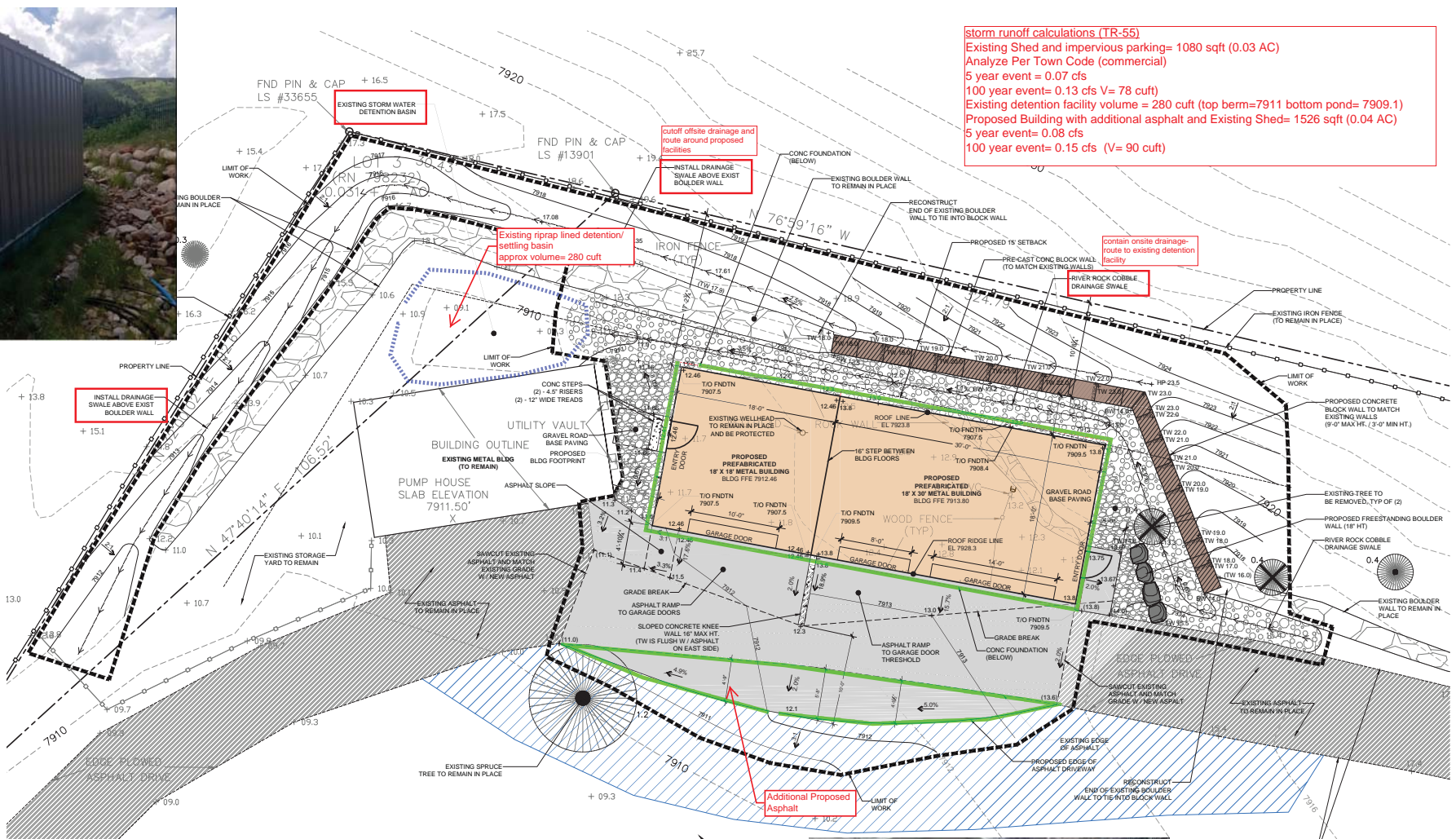


cc: Pedro Campos, Zehren and Associates.

Section 10, Item A.

storm runoff calculations (TR-55)
 Existing Shed and impervious parking = 1080 sqft (0.03 AC)
 Analyze Per Town Code (commercial)
 5 year event = 0.07 cfs
 100 year event = 0.13 cfs V= 78 cuft)
 Existing detention facility volume = 280 cuft (top berm=7911 bottom pond= 7909.1)
 Proposed Building with additional asphalt and Existing Shed = 1526 sqft (0.04 AC)
 5 year event= 0.08 cfs
 100 year event= 0.15 cfs (V= 90 cuft)

- SYMBOL LEGEND:**
- EXISTING TREE TO REMAIN
TYP OF (2)
 - EXISTING TREE TO BE REMOVED
TYP OF (2)
 - PROPERTY LINE
 - PROPOSED CONTOUR
7920
 - EXISTING CONTOUR
7916
 - LIMIT OF WORK
 - PROPOSED SPOT ELEVATION
+ 18.95
 - EXISTING SPOT ELEVATION
+ (12.9)
 - PROPOSED MAINTENANCE BUILDINGS
AREA: 864 SQ FT
 - NEW ASPHALT PAVING
QTY: 923.36 SQ FT
 - EXISTING ASPHALT PAVING
(TO REMAIN IN PLACE)
 - GRAVEL ROAD BASE PAVING
QTY: 189
PRODUCT: CDOT CLASS 6 ROAD BASE
 - RIVER ROCK COBBLE
QTY: 462
TYPE: 3" - 6" RIVER ROCK
 - SNOW STORAGE AREA
QTY: 1.089 SF
 - PRE-CAST CONCRETE BLOCK RETAINING WALL
QTY: 57.5 LF
PRODUCT: TO MATCH EXISTING WALLS
 - SITE SALVAGED BOULDERS
QTY: 9 LF
SIZE: 30" X 21" X 24"



SITE AREA CALCULATIONS:

TOTAL AREA OF LOT 2 = 2,370 AC (103,237.2 SF)
 EXISTING IMPERVIOUS SURFACE COVERAGE
 BUILDING AREA = 413.5 SF
 PAVED AREAS + WALLS = 14,467.5
 TOTAL = 14,881 SF (14% OF TOTAL LOT 2 AREA)

PROPOSED IMPERVIOUS SURFACE COVERAGE BEING ADDED AS A RESULT OF THIS PROJECT:
 BUILDING AREA = 864 SF
 PAVED AREAS + WALLS = 596.5 SF
 TOTAL = 1,320.5 SF (1.3% OF TOTAL LOT 2 AREA)

TOTAL PROPOSED IMPERVIOUS SURFACE COVERAGE = 16,201.2 SF (15.7% OF TOTAL LOT 2 AREA)
 PROPOSED SNOW STORAGE AREA = 1,089 SF (6% ADJACENT ASPHALT PAVING)



MINTURN CEMETERY - Operations Building
 Minturn, CO

SITE PLAN

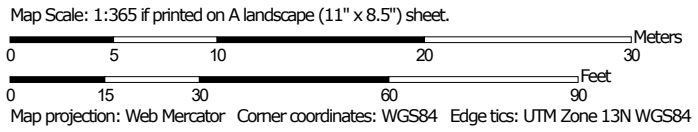
SCALE: 3/16" = 1'-0"
 10/30/23

Hydrologic Soil Group—Aspen-Gypsum Area, Colorado, Parts of Eagle, Garfield, and Pitkin Counties

































Section 10, Item A.



Soil Map may not be valid at this scale.



MAP LEGEND

- Area of Interest (AOI)**
 -  Area of Interest (AOI)
- Soils**
 - Soil Rating Polygons**
 -  A
 -  A/D
 -  B
 -  B/D
 -  C
 -  C/D
 -  D
 -  Not rated or not available
 - Soil Rating Lines**
 -  A
 -  A/D
 -  B
 -  B/D
 -  C
 -  C/D
 -  D
 -  Not rated or not available
 - Soil Rating Points**
 -  A
 -  A/D
 -  B
 -  B/D
- Water Features**
 -  Streams and Canals
- Transportation**
 -  Rails
 -  Interstate Highways
 -  US Routes
 -  Major Roads
 -  Local Roads
- Background**
 -  Aerial Photography
- Other**
 -  C
 -  C/D
 -  D
 -  Not rated or not available

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.
 Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Aspen-Gypsum Area, Colorado, Parts of Eagle, Garfield, and Pitkin Counties
 Survey Area Data: Version 14, Aug 23, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 5, 2021—Sep 7, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
46	Forsey cobbly loam, 12 to 25 percent slopes	C	0.0	2.2%
104	Torriorthents-Camborthids-Rock outcrop complex, 6 to 65 percent	C	0.3	97.8%
Totals for Area of Interest			0.3	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Section 10, Item A.



NOAA Atlas 14, Volume 8, Version 2
 Location name: Minturn, Colorado, USA*
 Latitude: 39.5858°, Longitude: -106.4305°
 Elevation: 7857 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

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

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aeriels](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.117 (0.090-0.151)	0.182 (0.141-0.236)	0.283 (0.218-0.368)	0.360 (0.276-0.472)	0.459 (0.334-0.615)	0.528 (0.377-0.724)	0.591 (0.409-0.837)	0.649 (0.432-0.953)	0.716 (0.460-1.09)	0.760 (0.481-1.20)
10-min	0.171 (0.132-0.222)	0.267 (0.206-0.346)	0.414 (0.319-0.539)	0.528 (0.404-0.691)	0.672 (0.489-0.901)	0.773 (0.553-1.06)	0.865 (0.600-1.23)	0.950 (0.633-1.40)	1.05 (0.673-1.60)	1.11 (0.704-1.75)
15-min	0.209 (0.161-0.270)	0.325 (0.251-0.422)	0.505 (0.389-0.657)	0.643 (0.493-0.842)	0.819 (0.596-1.10)	0.942 (0.674-1.29)	1.06 (0.731-1.50)	1.16 (0.772-1.70)	1.28 (0.821-1.95)	1.36 (0.859-2.14)
30-min	0.323 (0.250-0.419)	0.424 (0.327-0.550)	0.596 (0.458-0.775)	0.744 (0.570-0.975)	0.958 (0.712-1.32)	1.13 (0.820-1.58)	1.31 (0.919-1.89)	1.50 (1.01-2.24)	1.75 (1.14-2.72)	1.96 (1.24-3.08)
60-min	0.436 (0.337-0.565)	0.522 (0.403-0.677)	0.679 (0.523-0.884)	0.827 (0.633-1.08)	1.05 (0.792-1.47)	1.25 (0.913-1.77)	1.46 (1.03-2.13)	1.69 (1.15-2.55)	2.02 (1.32-3.16)	2.30 (1.45-3.62)
2-hr	0.549 (0.428-0.705)	0.619 (0.482-0.796)	0.763 (0.592-0.984)	0.909 (0.702-1.18)	1.15 (0.880-1.61)	1.37 (1.01-1.93)	1.61 (1.16-2.34)	1.89 (1.30-2.84)	2.30 (1.52-3.56)	2.64 (1.69-4.11)
3-hr	0.630 (0.494-0.805)	0.689 (0.540-0.882)	0.818 (0.638-1.05)	0.954 (0.740-1.23)	1.19 (0.915-1.65)	1.40 (1.05-1.97)	1.64 (1.19-2.38)	1.92 (1.33-2.88)	2.34 (1.56-3.61)	2.69 (1.73-4.17)
6-hr	0.773 (0.611-0.979)	0.851 (0.672-1.08)	1.01 (0.792-1.28)	1.16 (0.908-1.48)	1.41 (1.09-1.93)	1.64 (1.23-2.26)	1.88 (1.37-2.69)	2.16 (1.51-3.19)	2.58 (1.73-3.92)	2.92 (1.90-4.47)
12-hr	0.938 (0.748-1.18)	1.08 (0.859-1.36)	1.33 (1.05-1.68)	1.55 (1.23-1.97)	1.89 (1.46-2.53)	2.18 (1.64-2.95)	2.48 (1.81-3.47)	2.80 (1.97-4.06)	3.26 (2.21-4.88)	3.64 (2.39-5.51)
24-hr	1.17 (0.938-1.45)	1.35 (1.09-1.68)	1.68 (1.34-2.10)	1.96 (1.56-2.47)	2.39 (1.86-3.16)	2.74 (2.08-3.68)	3.11 (2.29-4.30)	3.50 (2.48-5.01)	4.06 (2.77-5.99)	4.50 (2.99-6.74)
2-day	1.48 (1.20-1.83)	1.67 (1.35-2.06)	2.01 (1.62-2.49)	2.32 (1.87-2.89)	2.80 (2.20-3.67)	3.19 (2.45-4.25)	3.62 (2.70-4.97)	4.09 (2.93-5.79)	4.75 (3.28-6.95)	5.28 (3.55-7.83)
3-day	1.68 (1.37-2.06)	1.91 (1.56-2.34)	2.31 (1.88-2.84)	2.67 (2.16-3.31)	3.21 (2.54-4.17)	3.65 (2.82-4.83)	4.13 (3.09-5.62)	4.64 (3.34-6.53)	5.37 (3.73-7.80)	5.95 (4.02-8.76)
4-day	1.86 (1.52-2.27)	2.11 (1.73-2.58)	2.56 (2.09-3.14)	2.96 (2.40-3.65)	3.54 (2.81-4.58)	4.03 (3.12-5.29)	4.54 (3.41-6.14)	5.09 (3.68-7.11)	5.85 (4.08-8.45)	6.46 (4.39-9.47)
7-day	2.33 (1.92-2.83)	2.61 (2.15-3.17)	3.11 (2.55-3.79)	3.55 (2.90-4.35)	4.21 (3.36-5.39)	4.75 (3.70-6.18)	5.32 (4.02-7.13)	5.93 (4.32-8.21)	6.78 (4.77-9.70)	7.47 (5.11-10.8)
10-day	2.73 (2.26-3.30)	3.04 (2.51-3.67)	3.57 (2.94-4.32)	4.04 (3.32-4.93)	4.75 (3.81-6.06)	5.34 (4.19-6.91)	5.96 (4.53-7.95)	6.63 (4.86-9.13)	7.57 (5.36-10.8)	8.32 (5.73-12.0)
20-day	3.82 (3.19-4.57)	4.22 (3.52-5.05)	4.92 (4.09-5.90)	5.54 (4.59-6.68)	6.45 (5.23-8.13)	7.21 (5.71-9.23)	8.01 (6.15-10.6)	8.86 (6.56-12.1)	10.1 (7.19-14.1)	11.0 (7.67-15.7)
30-day	4.74 (3.99-5.64)	5.26 (4.41-6.26)	6.13 (5.13-7.32)	6.89 (5.74-8.27)	7.99 (6.50-9.98)	8.88 (7.07-11.3)	9.81 (7.57-12.8)	10.8 (8.03-14.6)	12.2 (8.73-16.9)	13.2 (9.26-18.7)
45-day	5.97 (5.04-7.06)	6.64 (5.61-7.86)	7.76 (6.53-9.22)	8.71 (7.29-10.4)	10.0 (8.18-12.4)	11.1 (8.85-13.9)	12.2 (9.42-15.7)	13.3 (9.90-17.7)	14.7 (10.6-20.3)	15.9 (11.2-22.3)
60-day	7.05 (5.98-8.31)	7.88 (6.68-9.29)	9.22 (7.79-10.9)	10.3 (8.68-12.3)	11.8 (9.67-14.5)	13.0 (10.4-16.2)	14.2 (11.0-18.2)	15.3 (11.5-20.3)	16.9 (12.2-23.1)	18.0 (12.8-25.2)

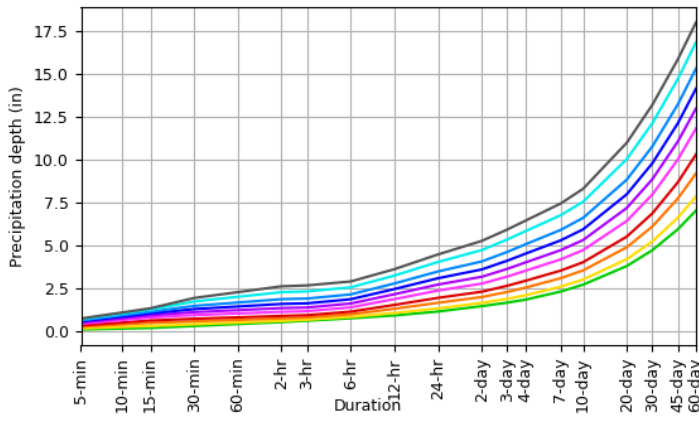
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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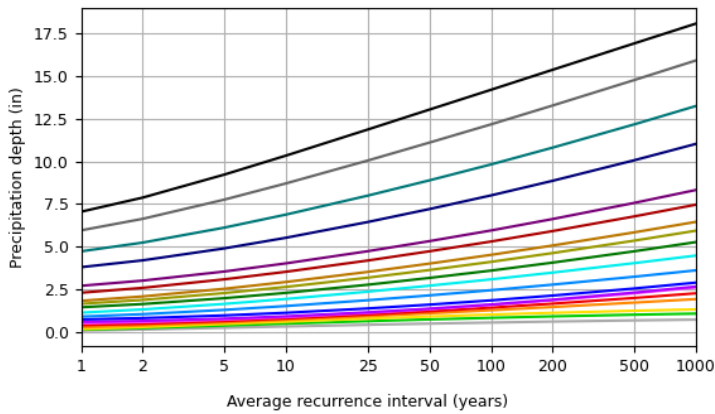
PF graphical

Section 10, Item A.

PDS-based depth-duration-frequency (DDF) curves
 Latitude: 39.5858°, Longitude: -106.4305°



Average recurrence interval (years)
1
2
5
10
25
50
100
200
500
1000



Duration
5-min
10-min
15-min
30-min
60-min
2-hr
3-hr
6-hr
12-hr
24-hr
2-day
3-day
4-day
7-day
10-day
20-day
30-day
45-day
60-day

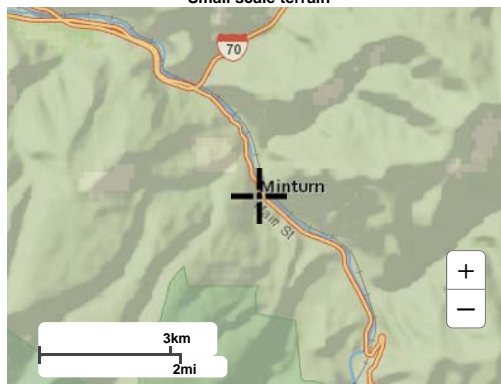
NOAA Atlas 14, Volume 8, Version 2

Created (GMT): Mon Oct 30 14:50:42 2023

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Maps & aerials

Small scale terrain



Large scale terrain

WinTR-55 Current Data Description

--- Identification Data ---

User: MW Date: 10/30/2023
 Project: Minturn Cemetery Units: English
 SubTitle: Existing Conditions Areal Units: Acres
 State: Colorado
 County: Eagle
 Filename: O:\Minturn\Cemetery-Riverview-2019\DRAINAGE\Shed-2023\TR55-existing.w55

--- Sub-Area Data ---

Name	Description	Reach	Area(ac)	RCN	Tc
Existing		Outlet	0.03	98	0.100

Total area: .03 (ac)

--- Storm Data ---

Rainfall Depth by Rainfall Return Period

2-Yr (in)	5-Yr (in)	10-Yr (in)	25-Yr (in)	50-Yr (in)	100-Yr (in)	-Yr (in)
1.35	1.68	1.96	2.39	2.74	3.11	.0

Storm Data Source: User-provided custom storm data
 Rainfall Distribution Type: Type II
 Dimensionless Unit Hydrograph: <standard>

=====

MW Minturn Cemetery
 Existing Conditions
 Eagle County, Colorado

Watershed Peak Table

Sub-Area Peak Flow by Rainfall Return Period

Sub-Area or Reach Identifier	5-Yr (cfs)	25-Yr (cfs)	100-Yr (cfs)
SUBAREAS			
Existing	0.07	0.10	0.13

REACHES

OUTLET	0.07	0.10	0.13
--------	------	------	------

=====

MW Minturn Cemetery
 Existing Conditions

Eagle County, Colorado

Sub-Area Summary Table

Sub-Area Identifier	Drainage Area (ac)	Time of Concentration (hr)	Curve Number	Receiving Reach	Sub-Area Description
Existing	.03	0.100	98	Outlet	
Total Area: .03 (ac)					

=====

MW Minturn Cemetery
Existing Conditions
Eagle County, Colorado

Sub-Area Land Use and Curve Number Details

Sub-Area Identifier	Land Use	Hydrologic Soil Group	Sub-Area Area (ac)	Curve Number
Existing	Paved parking lots, roofs, driveways	C	.03	98
Total Area / Weighted Curve Number			.03	98
			===	==

=====

WinTR-55 Current Data Description

--- Identification Data ---

User: MW Date: 10/30/2023
 Project: minturn cemetery Units: English
 SubTitle: Proposed Areal Units: Acres
 State: Colorado
 County: Eagle
 Filename: <new file>

--- Sub-Area Data ---

Name	Description	Reach	Area(ac)	RCN	Tc
proposed		Outlet	0.04	98	0.100

Total area: .04 (ac)

--- Storm Data ---

Rainfall Depth by Rainfall Return Period

2-Yr (in)	5-Yr (in)	10-Yr (in)	25-Yr (in)	50-Yr (in)	100-Yr (in)	-Yr (in)
1.35	1.68	1.96	2.39	2.74	3.11	.0

Storm Data Source: User-provided custom storm data
 Rainfall Distribution Type: Type II
 Dimensionless Unit Hydrograph: <standard>

=====

MW minturn cemetery
 Proposed
 Eagle County, Colorado

Watershed Peak Table

Sub-Area or Reach Identifier Peak Flow by Rainfall Return Period

Sub-Area or Reach Identifier	5-Yr (cfs)	25-Yr (cfs)	100-Yr (cfs)
SUBAREAS proposed	0.08	0.12	0.15

REACHES

OUTLET 0.08 0.12 0.15

=====

MW minturn cemetery
 Proposed

Eagle County, Colorado

Sub-Area Summary Table

Sub-Area Identifier	Drainage Area (ac)	Time of Concentration (hr)	Curve Number	Receiving Reach	Sub-Area Description
proposed	.04	0.100	98	Outlet	
Total Area: .04 (ac)					

=====

MW minturn cemetery
Proposed
Eagle County, Colorado

Sub-Area Land Use and Curve Number Details

Sub-Area Identifier	Land Use	Hydrologic Soil Group	Sub-Area Area (ac)	Curve Number
proposed	CN directly entered by user	-	.04	98
Total Area / Weighted Curve Number			.04	98
			===	==

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Karp Neu Hanlon PC

ATTORNEYS AT LAW

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

DATE: March 1, 2024
TO: Planning & Zoning Commission
FROM: Karp Neu Hanlon, P.C.
RE: Belden Place SFE application

As members of Council may recall, in February 2022 representatives of the Belden Place development made a request to Council to have additional SFEs allocated for its development. At that time, the Council took the request under advisement without giving a specific direction. In the interim, Belden Place filed litigation against the Town in part asserting its rights to receive additional SFEs of water service. The Town entered into a settlement agreement with Belden Place in November 2023 (attached). Belden submitted application documents to the Town for additional SFEs in December 2023. Due to health issues of the Town Attorney, final review of the application materials was not completed until February 2024.

The Belden Place development contains single family residences, duplexes, and multifamily residences. As a result of the land use configuration, several of the units do not have yards requiring irrigation. Instead, there are common areas that will be irrigated together with lawn and gardens associated with single family and duplex lots. The result of this is that the total effective water consumptive use associated with the development is less than would be expected if all of the units were single family residences. In effect, the Belden Place development creates more housing with less water consumption than would a strictly single family or duplex community.

Under ordinance No. 5, Series 2020, the Town imposed a moratorium on development that limited new water service to historical use plus three SFEs. The 2020 moratorium ordinance was subsequently updated in 2023 to limit development to historical use plus one SFE. Another amendment to the 2020 moratorium ordinance was removing a provision that allowed developments to seek additional SFE allocations from the Council. Because Belden Place made its request for additional SFEs prior to the adoption of the 2023 revised moratorium, Belden may proceed with its application to seek additional SFEs for its development under the 2020 moratorium provisions.

Under the 2020 moratorium, the Minturn North development was allocated 70 additional SFEs of water service which constituted the bulk of the remaining water service the Town currently has the legal and physical means to provide. The Minturn North development turned out to be less water intensive than was contemplated in 2020. Specifically, Minturn North development only has 39 lots.

Page 2

The subdivision improvement agreement for Minturn North allows for certain units to be built larger than 3000 square feet and has reserved an additional 15 SFEs of water service for that purpose (for a total of 54 units) The water service for larger lots must be designated within two years of the Minturn North approval, otherwise those taps will go back into the general allocation. The 16 taps which Belden Place is seeking an allocation of represents the reduction in the Minturn North density to its current platted situation without including SFEs for a larger houses on some of the Minturn North lots.

The settlement agreement in the Belden Place litigation contemplates that Belden Place will submit an application for allocation of the SFEs and applications to amend the SIA, the PUD plan, and the final plat. The amendments to the land use documents represent the conversion of a triplex lot into a single family lot (with ADU). The land use applications have been submitted together with the materials for the SFE allocation, but will be heard at a subsequent time by the council after land use notice occurs. While the settlement agreement contemplates the hearing to allocate 16 SFEs to Belden Place, the settlement agreement does not require a specific outcome. Instead, this will be a quasi judicial hearing in which the Council will make an independent evaluation of the request. The decision shall be made by a voice vote of the Council.

Staff recommends approval of the request to allocate the 16 SFEs to Belden Place. As noted, the allocation will result in less water use per SFE than allocation to single family or duplex lots. That helps the Minturn water system which faces major physical and legal limitations on water production. Further, the allocation would advance the goals of the settlement agreement with Belden Place and move toward dismissal of that litigation.



December 14, 2023

BRIAN W. BEVAN
ATTORNEY

OFFICE: (970) 949-4200
FACSIMILE: (970) 797-1892
EMAIL: Brian@VailValleyLaw.net

Via: E-mail

To: Minturn Town Council
Attn: Michael J. Sawyer, Esq., Town Attorney
(mjs@mountainlawfirm.com)

Re: **Belden Place Settlement Agreement
Single Family Equivalent (“SFE”) Application**

Dear Michael:

Pursuant to the Settlement Agreement between Miners Base Camp, LLC (“Miners” or “Belden Place”) and the Town of Minturn (“Minturn”), please accept these materials as Miners’ application for 16 SFEs as the Settlement Agreement states. The additional 16 SFEs come from those not utilized by the Minturn North project. The additional 16 SFEs would give Belden Place a total of 39 SFEs. Broken down, the 39 SFEs are as follows: (i) Belden Place has 19 historical SFEs provided to the property, (ii) plus 1 SFE associated with the Duran subdivision, (iii) plus 3 SFEs as provided for in the Moratorium Ordinance, (iv) plus the 16 SFEs contemplated here (19 + 1 + 3 + 16 = 39 SFEs). Further, as you and I have discussed, an explanation of allocation versus actual usage of the SFEs at Belden Place follows.

Currently, Belden Place requires 43.5 SFEs to build out the project. The current Subdivision Improvement Agreement (“SIA”) provides Belden Place with 23 SFEs, which is 20.5 SFEs short of providing enough SFEs to fully build out the project.¹

Simultaneous with this SFE Application, Miners is submitting (i) an application to amend the Belden Place Final Development Plan and the Final Subdivision Plat to eliminate the Triplex on Lot 12/13/14 and replace it with a single-family unit plus an ADU (*i.e.*, amend Ordinance No. 4, Series 2022, and Ordinance No. 5, Series 2022), and (ii) an application to amend the SIA to change the number of available SFEs. If approved as the Settlement Agreement contemplates, Belden Place would receive a total of 39 SFEs to build out the project (*i.e.*, 23 existing SFEs plus the additional 16 SFEs).

¹ Please note, as the table below shows, two units at Belden Place are over 3,000 sq. feet, thus requiring those two units to have 2 SFEs each rather than 1 SFE. However, these units do not require additional exterior water usage.

Belden Place is unique regarding the actual water used versus what will be allocated to it, especially considering outdoor use/irrigation. Under Minturn’s Town Code, 1 SFE allows for 2,000 square feet of outdoor irrigation. That means Belden Place’s 39 SFEs can be used to irrigate 78,000 square feet of outdoor space.

However, because Belden Place was designed in such a sustainable manner, the maximum outdoor irrigation potential it has available to it is only 42,955 square feet. Therefore, Belden Place has 35,045 square feet of outdoor irrigation water allocated to it, which it will never use. The practical result is that 35,045 square feet of outdoor water use stays in Minturn’s system and Belden Place never touches it.

Regarding indoor use, the following table shows each lot (as amended) and the required number of SFEs needed for each lot based upon Minturn’s definition that 1 SFE serves up to 3,000 square feet of indoor use.

Lot #	Anticipated Square Feet	Number of SFEs Needed
1	2,229	1
2	3,927	2
3	2,635	1
4	3,932	2
5	2,058	1
6	2,058	1
7 (Stacked Triplexes) ²	17,769	12
8	2,898	1
9	2,120	1
10	2,898	1
11	2,120	1
12 (Single-Family plus ADU)	3,750	1.5
15	2,229	1
16	2,229	1
17 (Christensen Residence with ADU)	2,923	1.5
18	2,554	1
19	2,554	1
20	2,007	1
21	2,142	1
22	2,464	1
23	2,364	1

² Lot 7 has one additional triplex approved which would require an additional 3 SFEs to fully build out the project. Pursuant to the Settlement Agreement at section 11 “For a period of 7 years from the Effective Date, if additional SFEs do not become available for Belden Place so it can fully build out the project, then Miners may eliminate or reconfigure lot(s) and/or unit(s) in the project accordingly, subject to any then-existing ordinances or restrictions on development and water services as the Town has deemed necessary and appropriate.”

24	2,464	1
25	2,589	1
26	2,030	1
27	2,030	1
Total Lots = 25		Total SFEs Needed = 39

As you can see, when Belden Place is granted the 16 SFEs it will have a total of 39 SFEs to build the project. Additionally, as agreed upon by the Parties, Belden has a seven-year window to hopefully obtain 3 SFEs if they become available or, if not, eliminate/reconfigure lot(s)/unit(s). The redlined SIA is being provided herewith to show the SFE changes.

In sum, Belden Place's design is complete, and when Belden Place is granted the 16 additional SFEs its project can be built now. Indeed, construction can start right away. Granting the additional 16 SFEs does not change what has already been approved, except for some minimal amendments which will be addressed at the Council's next meeting. Approval provides a quick resolution of this matter and attainable housing for Minturnites can be built now. Importantly for Minturn's water system, the amount of water allocated to Belden Place will not be the amount actually used because of the significant "lack" of outdoor square footage at the project and the fact that almost all of the units are less than 3,000 square feet (*i.e.*, smaller units = less water used). Finally, as the Settlement Agreement contemplates, approval of this SFE application resolves the litigation.

Very truly yours,

STOVALL ASSOCIATES, P.C.



Brian W. Bevan, Esq.

Enclosures: SIA (Redline)

To: Michelle Meteer, Town Manager
From: Jeff Armistead – Midtown Village
Date: February 29, 2024
Re: Response to Feb. 15 Letter

Michelle, please review my responses (in red) to the Memorandum that was provided by the town attorneys.

MEMORANDUM

To: Michelle Meteer, Town Manager
From: Jester Gibson & Moore, LLP Robert R. Marsh, Esq.
Date: February 15, 2024 cc: Michael J. Sawyer, Town Attorney
Re: Water Moratorium – Midtown Lofts, LLC

INTRODUCTION

This memo summarizes our legal analysis and interpretation of Minturn’s moratorium on new connections to its water system and the Town Code, together with the moratorium’s impact on the number of single-family equivalent (“SFE”) water taps that may be issued to Midtown Lofts, LLC’s for its potential “Midtown Village” development. The Town’s February 2023 repeal and reenactment of the moratorium allows Midtown Village to receive taps equal to the number of SFEs historically used by the property(ies) being developed, plus three new taps. Based upon the facts as they have been provided to us, however, the developer did not make a request to the Town Council for an expansion of that limit before the February 2023 repeal and reenactment of the moratorium eliminated the possibility of such relief. Therefore, the developer cannot now receive taps in excess of the historic use plus three SFEs.

The Minturn Municipal Code provides that the PUD process is made up of 3 stages of review:
Conceptual PUD
Preliminary PUD
Final PUD

Although the initial submission of materials was under a Conditional Use application, the town accepted the developer’s materials for a Conceptual review, fees were collected, (*See email below dated March 12, 2021*) and a public hearing was held in March 2021 as a Conceptual review. Due to the fact that the application became a PUD, the Conceptual review hearing satisfied the provisions of the Minturn Municipal Code related to the first phase of the PUD process.

The Midtown Village PUD became an “active application” starting at the Conceptual phase of the review process and the Town should be obliged to apply the law as it existed in the spring of 2021.

The number of residential units that were originally proposed on the Conditional Use Application were 42 Units. When Staff recommended that the applicant switch to a PUD rather than a Conditional Use, the number of proposed units remained the same. The Conceptual PUD Application, which was accepted in June of 2021, included the same number of residential units (42).

Point of reference: the Town has been very consistent with regards to its position and rules that apply to “active” land use applications. The Town’s legal counsel have provided numerous training presentations during public Planning and Zoning meetings and Town Council meetings related to quasi-judicial land use applications and protocols related to conduct and public meetings. Review of the public records and meeting recordings of (2) of the most recent PUD’s (Belden Place and Minturn North) would demonstrate how long the process takes before 100% of the submission materials meet the “completeness” criteria. Yet, throughout the entire process, starting at the Conceptual PUD phase, both of those applications were considered “active”. The record is very clear on this fact and, as I have been advised as a Planning and Zoning Commissioner, the law is clear as it relates to quasi-judicial matters of active land use applications.

BACKGROUND

As originally enacted on May 6, 2020, the moratorium limited applications for new connections to the Town’s water system to developments involving “no more than three SFE’s for new water use for an entire property or collection of adjoining properties...owned by the same or related owners.” The original moratorium also provided that “[t]his limitation may be modified on a case-by-case basis by the Town Council based upon a specific application.”¹ In 2021, the developer of Midtown Village submitted but did not pay the fees associated with a Conditional Use Permit (“CUP”) application.² Town staff determined, however, that the proposed development could not proceed as a conditional use. Therefore, the Town never accepted or processed the CUP application.

¹ Ordinance 5 – Series 2020, at Section 3.

² The CUP application that we received is incomplete and unsigned. An incomplete application confers no actual or potential rights upon the applicant. Even had the CUP application been completed and properly submitted with payment of the required fees, however, it makes no reference to the moratorium or any request for issuance of taps in excess of the limit fixed by the moratorium. Therefore, the potential CUP application does not constitute the request to the Town Council required for relief from the moratorium’s proscribed limit.

SEE EMAIL dated March 12, 2021 below FROM MADISON

Hi Jeff,

Scot and I have made the determination that you can come in conceptually for DRB (so would just pay the \$200 fee for that), however in further review and conference with the Attorneys, we do believe that you will need to bring this application in as a PUD past this initial conceptual hearing. This is mostly due to when you subdivide all of these single family lots, they will be smaller than the required minimum of 5000 square feet within this zone district which won’t be allowable by the code. However if you come in as a PUD, you can write your own zoning to an extent. Please let me know if you would like to go forward with the conceptual hearing in front of the DRB at the March 24th meeting and I will charge \$200 to the credit card you provided to me. If you would like to discuss this further, I can certainly set something up for early next week. Please let me know if you have any questions, and have a great and safe weekend!

Thanks, Madison

The fees were charged to the credit card that the applicant provided at that time and the DRB Conceptual hearing was held, which satisfied step #1 of the PUD Process. (Conceptual PUD phase) The result of that meeting was that the Planning and Zoning Commission provided enough positive feedback for the applicant to move forward to the 2nd phase of the PUD process, Preliminary PUD Application.

Later in 2021, the Town Planning Commission considered the conceptual plan for Midtown Village. Unless they were the same as the materials accompanying the developer’s incomplete CUP application, any materials the developer may have submitted to the Planning Commission have not been provided to us. The Official Minutes of the Planning Commission’s consideration of the Midtown Village development, however, reference the pending moratorium, but make no mention of any request for relief from its limitations. The materials, plans, etc. that were submitted, accepted by the Town Staff and presented to the Planning Commission at the Conceptual hearing in March 2021 were the same plans as the CUP application, 42 Residential units. Review of the video/audio recording of that meeting will confirm this. The need for 42 SFEs to support 42 residential units is inherently implied and at no time did the Town specify to the applicant that they needed to explicitly “request for relief” from the limitations of the pending moratorium.

The Town received the developer’s Preliminary Plan application on October 24, 2022, approximately a year after the Planning Commission’s conceptual review. The developer did not complete its application, and the Town did not deem the application “complete,” however, until approximately nine months later, in July 2023. As a point of reference, the Minturn North PUD applications changed so drastically from the Conceptual PUD Application (October 2019) to the Final PUD approval (Fall 2023) that it was essentially a completely different project. The Conceptual PUD application materials showed a project that included 162 SFEs & Total Buildout of 184 Single Fam, Duplex, & Multi-Fam in MultiPhase Buildout with PHASE 1 = 70 Dwelling Units or SFE’s. The Minturn North Preliminary PUD included relatively the same # of SFE’s and units at Full Buildout and 70 SFE’s for Phase 1. The Preliminary PUD application was deemed “not complete” at the May 5th, 2022 Special Town Council Meeting and remanded back to the Planning and Zoning Commission. The Final PUD application, which was approved in 2023, only included 39 residential units and only required between 50-60 SFE’s. Yet, the Minturn North PUD was considered to be an “active application” throughout the entire process, which spanned 4 years. All PUD’s go through a long process of back and forth with Staff, referral comments from County partners, consultants etc. and most are even approved with conditions that must be met before they are “complete”. Minturn North was granted 70 SFE’s prior to the moratorium and prior to a “complete” Preliminary PUD application.

Statements made at APRIL 15, 2020 – First Reading of Ordinance NO.5-SERIES 2020

“This ordinance allows the town to enter into an agreement with the Minturn Crossing development new Taylor St on Union Pacific Railroad property. The developer has agreed to prepay for the first phase of water taps allowing the town necessary funding to begin to address the Enterprise Fund Capital Improvements Plan (CIP).” - Mike Sawyer

Mayor Pro Tem Earle Bidez commented “the intent is to move forward with the CIP and to maintain the moratorium only as long as absolutely necessary.”

In the interim, on February 15, 2023, the Town repealed and replaced the moratorium. The 2023 moratorium allows projects that had “received a PUD Concept Development Plan approval” by the effective date of the reenactment to be allocated water taps “in the amount of the historic

number of SFEs used plus three additional SFE[s]...”¹ The 2023 moratorium does not identify these so-called “grandfathered” applications. A memo from the Town Attorney that accompanied the 2023 moratorium, however, identifies Midtown Village as among the grandfathered developments.

The 2023 moratorium also provides that “[t]he Town may accept no applications for connection to the Town’s water system or allocation of SFEs that differ from the content of this ordinance.”

The developer of Midtown Village has asked whether its actions summarized above enable it to apply to the Town Council for allocation of water taps in excess of the “historic use plus three” limit, as was allowed prior to the 2023 repeal and reenactment of the moratorium.

ANALYSIS

The law that exists on the date of an action or omission generally controls the rights and/or obligations that flow from the events. The original moratorium would have allowed the Town Council to grant a request for relief from the moratorium “based upon a specific application.” We have not been provided, however, any indication that the developer of Midtown Village ever presented any such request to the Town Council. Neither the incomplete CUP application nor the Official Minutes of the Planning Commission’s consideration of Midtown Village make any reference to such a request, which would have been significant and, therefore, naturally included in the documentary record. **The Midtown project has been clear with the intentions to build 42 residential units and the obvious requirement for at least 42 SFE’s since 2021.**

The developer’s pending inquiry shows that its Preliminary Plan application does not include a specific request for relief from the moratorium. **At no time did the Town Staff make it clear that the applicant needed to make a “specific request for relief from the moratorium”. The plans have always shown the intention to build 42 units and therefore, the “request” for additional SFE’s other than the 22.5 (Historical +3) is inherently included within the application materials that were provided.** If it did, the developer would be asking about the Town’s intentions for resolution of its pending request, rather

Michelle Metteer, Town Manager
February 15, 2024
Page 3

than for an opinion regarding whether a request for relief from the moratorium can be submitted in the future. **The developer is requesting resolution of the fact that 100% of the materials that have been provided to the town have demonstrated the need for 42 SFE’s since 2021. The statements made by the town Attorney during the October 2023 Town Council meeting only described a “new process” by which a developer may be allowed to make an “application” for the remaining taps that are leftover from the Minturn North PUD allocation.**

The Town is also obliged to apply the law as it exists on the date of an event. Therefore, were the developer of Midtown Village to ask in the future for relief from the moratorium, the Town would be required to process that application in accordance with the moratorium as reenacted in February 2023. The 2023 moratorium, however, prohibits acceptance of applications that differ from its

¹ Ordinance No. 2 – Series 2023, at Section 7.

terms.² Therefore, based on the facts as we understand them and the existing language moratorium, Midtown Village may be allocated water taps equal to the historic use plus three new taps, but cannot apply for or be allocated taps in excess of that number.

Finally, the developer’s Preliminary Plan application was not completed for processing until July 2023. Therefore, the Preliminary Plan application should be processed in accordance with the law as it existed in July 2023. As of that date, the February 2023 reenactment of the moratorium prohibited acceptance of an application by the developer of Midtown Village for taps in excess of the historic use plus three additional taps.

The facts that were provided to Jester Gibson & Moore, LLP Robert R. Marsh, Esq. and referenced in the memo above are not consistent with the records and materials that Midtown Village has provided to the Town. Further, the information that has been provided as a response to this memo should be considered by the Town prior to any hearings related to the distribution of any remaining SFE’s / Taps.

The Midtown Village PUD application became an active application in the spring of 2021 and the Town should be obliged to apply law as it existed in the spring of 2021.

² Ordinance No. 2 – Series 2023, at Section 8.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 32 – SERIES 2023**

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A SETTLEMENT AGREEMENT BETWEEN MINERS BASE CAMP, LLC AND THE TOWN OF MINTURN TO RESOLVE PENDING LITIGATION.

WHEREAS, Miners Base Camp, LLC (“Miners”), owns property in the Town of Minturn and has made applications for PUD zoning and subdivision approvals;

WHEREAS, the Town Council of the Town of Minturn approved Resolution No. 20, Series 2021 on June 16, 2021, approving with conditions the Belden Place Preliminary Subdivision Plat and Preliminary PUD Development Plan;

WHEREAS, the project/property is called the Belden Place Subdivision/PUD (“Belden Place”);

WHEREAS, on or about March 2, and March 16, 2022, Minturn’s Town Council held public hearings (*i.e.*, First Reading and Second Reading) and approved the Belden Place Final Development Plan for PUD (Ordinance No. 4, Series 2022), the Belden Place Final Subdivision Plat (Ordinance No. 5, Series 2022), the Belden Place Subdivision Improvements Agreement (“SIA”) (Resolution No. 8, Series 2022), a Cost Sharing and Construction Management Agreement (Resolution 10, Series 2022), and a Land Use Covenant (Resolution 11, Series 2022) (collectively, the “Belden Place Final Plan”);

WHEREAS, the buildout of the Belden Place Final Plan as approved requires 43.5 Single Family Equivalents/Water Taps (“SFEs”) to provide enough required water to all of the housing units approved by the Belden Place Final Plan;

WHEREAS, Ordinance No. 5, Series 2020, as amended, enacted a moratorium that limits the number of SFEs that can be used for new development (“Moratorium”);

WHEREAS, the SIA for the Belden Place Final Plan provided a total of 23 SFEs to Belden Place which is 20.5 SFEs short of providing enough SFEs to fully build out the project;

WHEREAS, prior to the approval of the Belden Place Final Plan, Miners filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of SFEs made available to the project (the “Litigation”);

WHEREAS, the Town filed a counter claim in the Litigation against Miners;

WHEREAS, following settlement discussion, Minturn, and Miners, have 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 allows Miners to submit an application to Minturn for the remaining 16 SFEs to be allocated to Belden Place.

WHEREAS, the Settlement Agreement allows Miners to submit to Minturn an application to amend the Belden Place Final Development Plan and the Belden Place Final Subdivision Plat.

WHEREAS, the Settlement Agreement allows Miners to submit to Minturn an application to amend the SIA to conform with the change in the number of available SFEs and the revised number of lots.

WHEREAS, the Settlement Agreement provides a path to resolve the Litigation and provide a path forward for Miners to complete the Belden Place Final Plan

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 15th day of NOVEMBER, 2023.

TOWN OF MINTURN

By: 

Earle Bidez, Mayor

ATTEST:



Jay Brunvand, Town Clerk



SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is entered into by and between Miners Base Camp, LLC, a Colorado limited liability company (“Miners”) and the Town of Minturn (“Minturn”) and is effective as of November 15, 2023 (“Effective Date”). Miners and Minturn are each a “Party” and, collectively, the “Parties.”

RECITALS

WHEREAS, Miners owns property in the Town of Minturn and made applications for PUD zoning and subdivision approvals;

WHEREAS, the Town Council of the Town of Minturn approved Resolution No. 20, Series 2021 on June 16, 2021, approving with conditions the Belden Place Preliminary Subdivision Plat and Preliminary PUD Development Plan for the property;

WHEREAS, the project/property is called the Belden Place Subdivision/PUD (“Belden Place”);

WHEREAS, on or about March 2, and March 16, 2022, Minturn’s Town Council held public hearings (*i.e.*, First Reading and Second Reading) and approved the Belden Place Final Development Plan for PUD (Ordinance No. 4, Series 2022), the Belden Place Final Subdivision Plat (Ordinance No. 5, Series 2022), the Belden Place Subdivision Improvements Agreement (“SIA”) (Resolution No. 8, Series 2022), a Cost Sharing and Construction Management Agreement (Resolution 10, Series 2022), and a Land Use Covenant (Resolution 11, Series 2022) (collectively, the “Belden Place Final Plan”);

WHEREAS, the buildout of the Belden Place Final Plan as approved requires 43.5 Single Family Equivalents/Water Taps (“SFES”) to provide enough required water to all of the housing units approved by the Belden Place Final Plan;

WHEREAS, Ordinance No. 5, Series 2020, as amended, enacted a moratorium that limits the number of SFES that can be used for new development (“Moratorium”);

WHEREAS, the SIA for the Belden Place Final Plan provided a total of 23 SFES to Belden Place which is 20.5 SFES short of providing enough SFES to fully build out the project;

WHEREAS, prior to the approval of the Belden Place Final Plan, Miners filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of SFES made available to the project (the “Litigation”);

WHEREAS, the Town filed a counter claim in the Litigation against Miners;

WHEREAS, rather than continue the Litigation, with the costs and uncertainty associated therewith, the Parties desire to institute a process to settle the issues between them as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending legally to be bound hereby, agree as follows.

AGREEMENT

1. Incorporation of Recitals. The Recitals above set forth are incorporated by this reference as if set forth herein verbatim.
2. SFE Hearing. Ordinance No. 5, Series 2020 allows a party to seek modifications to the SFE limitations contained in the Moratorium “on a case-by-case basis by the Town Council based upon a specific application.” Pursuant to the Moratorium, Minturn has 70 SFEs of available water service for future development. The Moratorium reserved the 70 SFEs for the Minturn North project. Minturn North project has since revised the total number of SFEs for the project to 54 SFEs. Accordingly, 16 SFEs remain available for new development.

Within 60 days of the Effective Date of this Agreement, Miners may submit to Minturn an application for the remaining 16 SFEs to be allocated to Belden Place. Minturn shall hold a quasi-judicial public hearing on Miners’ application within 60 days of receipt of the application. If approved, Belden Place would have a total of 39 SFEs (*i.e.*, 23 existing SFEs, plus the 16 additional SFEs). The quasi-judicial public hearing shall be scheduled on the same agenda as the first reading of the ordinances referenced in Section 3 below.

3. Belden Place Final Development Plan and Final Subdivision Plat Amendment Hearing. Within 60 days of the Effective Date of this Agreement, Miners may submit to Minturn an application to amend the Belden Place Final Development Plan and the Belden Place Final Subdivision Plat to eliminate the Triplex on Lot 12/13/14 and replace it with a single-family unit plus an ADU as shown on Exhibit A attached hereto and incorporated herein. The application shall be processed as two ordinances amending Ordinance No. 4, Series 2022 and Ordinance No. 5, Series 2022.
4. SIA Amendment. Within 60 days of the Effective Date of this Agreement, Miners may submit to Minturn an application to amend the SIA to conform with the change in the number of available SFEs and the revised number of lots. Consideration of the application to amend the SIA shall be scheduled on the same agenda as the first reading of the ordinances referenced in Section 3 above.
5. Applications for Amendments. Miners shall execute application forms provided by Minturn to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA and execute the Town’s reimbursement agreement. Miners and the Town shall work in good faith to identify the information to be contained in Miners’ SFE application.

6. Stay of the Litigation. The Parties agree to stay the Litigation while the applications for the SFE allocation and amendments to the Belden Place Final Development Plan, Belden Place Final Subdivision Plat and the SIA are processed.

7. Dismissal of the Litigation if Approval is Granted. If Minturn approves Miners' SFE application and allocates the 16 SFEs to Belden Place (for a total of 39 SFEs to Belden Place), and Minturn approves Miners' Belden Place Final Development Plan amendment and Final Subdivision Plat amendment to replace the Triplex on Lot 12/13/14 with a single-family unit plus an ADU, and amend the SIA as described in Section 4 above, then the Parties shall file a stipulated dismissal of the Litigation and release their claims against one another in the Litigation. Each party shall bear its own costs and attorney's fees. In the event that Miners does not file the applications identified in Sections 2, 3 and 4 herein within 60 days from the Effective Date, or if Minturn does not approve the applications identified in Sections 2, 3 and 4 herein within 120 days from the Effective Date, then the Parties shall file a motion with the Court to terminate the stay of the Litigation and the Litigation will continue.

8. Approval of Belden Place Final Plan. The Parties acknowledge and agree that if Minturn approves Miners' SFE application and applications to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA as described above, then the Belden Place Final Plan as amended, is deemed approved, and Miners shall be permitted to proceed with the Belden Place project in conformance with the amended approval documents. The Parties, however, shall cooperate and work in good faith to update any documents to reflect the amended approval documents such as the Land Use Covenant. Miners acknowledges that any future applications to amend the Belden Place Final Development Plan shall be subject to any then-existing ordinances or restrictions on development and water services, as the Town has deemed necessary and appropriate.

9. Cost Sharing and Construction Management Agreement. The Parties acknowledge and agree that if Minturn approves Miners' SFE application and applications to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA as described above, then the Cost Sharing and Construction Management Agreement approved in Resolution No. 10, Series 2022 is null and void. If such approvals are granted, Miners will support the Town taking action to revoke Resolution No. 10, Series 2022. Minturn will cooperate and work in good faith with Miners to apply for and receive approvals from the necessary parties (including but not limited to the Eagle Valley Land Trust and the United States Forest Service) such that Miners can construct the stormwater drainage improvement that will convey stormwater and runoff from Belden Place across Minturn-owned and federal property into the Eagle River. The Parties agree that Miners shall be responsible for compiling the necessary applications and obtaining approvals, but Minturn will act as the "applicant," if necessary, on approval applications with Eagle Valley Land Trust and/or the United States Forest Service. Minturn shall execute documents acknowledging the Town's grant of the right to install drainage improvements on Town property and generally expressing the Town's support for the drainage improvements.

10. Plea Deal Obligation Suspended/Terminated. The Parties acknowledge and agree that they entered into a Stipulation for Entry of Plea in Minturn Municipal Court in case number 2022-001. As part of the Stipulation, Miners is required to restore the disturbed site on the Property to pre-disturbance conditions by October 11, 2023, as more specifically described in Section F.1. of the Stipulation for Entry of Plea. The October 11, 2023, deadline, is hereby extended to October 11, 2024. Additionally, if Minturn approves Miners' SFE application and Belden Place Final Development Plan, Final Subdivision Plat, and SIA amendments as described above, then Miners' obligation to restore the Property as described in Section F.1. of the Stipulation for Entry of Plea shall terminate and no longer be required. Under such circumstances Minturn agrees to file appropriate documentation in Minturn Municipal Court in case number 2022-001 to effectuate this provision.

11. Right to Remove Lot(s)/Unit(s). The Parties acknowledge and agree that, even by replacing the Triplex on Lot 12/13/14 with a single-family unit and an ADU as described above, Belden Place may still be short SFEs to fully build out the project as configured. For a period of 7 years from the Effective Date, if additional SFEs do not become available for Belden Place so it can fully build out the project, then Miners may eliminate or reconfigure lot(s) and/or unit(s) in the project accordingly, subject to any then-existing ordinances or restrictions on development and water services, as the Town has deemed necessary and appropriate.

12. Execution Voluntary. Each Party acknowledges that this Agreement is voluntarily made, that such Party has entered into this Agreement after having been advised by legal counsel of such Party's choice. Except for the express representations and/or warranties contained in this Agreement, each Party also expressly assumes the risk that the facts and law may be or become different from the facts and law as believed to exist by such Party in entering into this Agreement.

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective agents, employees, independent contractors, servants, successors, assigns, heirs, executives, administrators, and all other persons, firms, corporations, associations, or partnerships related to each of them.

14. Entire Agreement; Modification. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof. No change, amendment, or attempted waiver of any of the provisions of this Agreement and no other agreement, statement, or promise made by any Party, which is not contained in this Agreement, shall be binding or valid unless it is set forth in writing and signed by all Parties.

15. Interpretation. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any Party. The headings contained in this Agreement are for convenience and reference only and shall not be used in the interpretation of this Agreement or any provision hereof.

16. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado, and the venue for any dispute relating to, or arising from, this Agreement shall lie in the District Court for Eagle County, Colorado.

17. The Parties Have Read this Agreement. This Agreement contains important legal commitments with significant legal consequences. Each Party hereby acknowledges and accepts these consequences and represents and warrants to each of the other Parties that the Party has: (i) read and thoroughly understands the provisions of this Agreement; (ii) has had an opportunity to discuss the terms hereof with the Party's legal counsel; and (iii) is executing and delivering this Agreement with full knowledge and understanding of its terms and consequences.

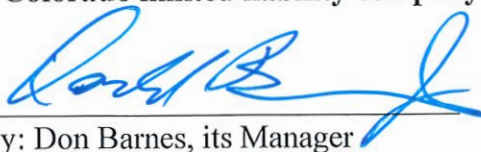
18. Miscellaneous: This Agreement:

- a. May be executed in counterparts and/or by electronic transmission, each of which shall be considered the same as an original, and all of which shall together constitute one document;
- b. Shall, with its remaining provisions, remain enforceable, even if some provisions are declared unenforceable;
- c. Has been jointly prepared and drafted by the Parties and, accordingly, shall not be construed against any single Party;
- d. Is a compromise of disputed matters entered into freely by the Parties to avoid the uncertainty and expense associated with further litigation, and is not to be construed as an admission of liability by any Party, each of whom expressly denies liability or fault;


19. CRE 408. This Agreement is protected by Colorado Rules of Evidence 408. The parties agree that this Agreement and any action taken by either party in furtherance of this Agreement may not be introduced in the Litigation if the Litigation's stay is lifted as provided herein.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

**Miners Base Camp, LLC,
a Colorado limited liability company**


By: Don Barnes, its Manager

The Town of Minturn


By: Earl Bidez, its Mayor

Karp Neu Hanlon PC

ATTORNEYS AT LAW

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**Direct Mail to Glenwood Springs*

DATE: March 1, 2024
TO: Town Council
FROM: Karp Neu Hanlon, P.C.
RE: Battle Mountain Code Amendments

The comments in red are updates from the March 15, 2024 memo presented to Council.

Ordinance 1 Series 2024 – code amendments pertaining to Battle Mountain – has been amended after First Reading to make a gas station a conditional use as opposed to a use by right.

The Ordinance has not been amended with respect to having a “club” use be a use by right in the Mixed Use district. The question was raised at the last meeting if club would include other non-profit uses such as lodges and churches. With respect to churches, there is a possibility that a club use by right would include churches under the federal Religious Land Use and Institutionalized Persons Act. The club use has been retained in the Ordinance.

March 15 Memo

As members of the Council will recall, the Town entered into a settlement agreement with Battle Mountain to resolve litigation that the Town had filed. The litigation arose from Town approvals granted between 2006 and 2008 to implement a ski resort development concept. Those approvals included both agreements as well as land use approvals for a large resort concept located in the Maloit Park, Bolts Lake and Battle Mountain areas.

The settlement agreement (attached) contemplates that the Town will consider approval of a much scaled down development concept. Specifically, the settlement agreement identifies a maximum density of 250 residential units, a destination spa and wellness facility, and up to 50,000 square feet of commercial development. In order to implement these settlement terms, the settlement agreement identifies various changes to the Town Code (see section 2 on pages 3-8). The Ordinance presented for your consideration at the February 21 meeting (with proposed second reading on March 6) would implement the code changes identified in the settlement agreement. It is important to note that the settlement agreement did not guarantee that these code changes would be adopted. Rather, the settlement agreement creates a process by which the Town through its Planning and Zoning Commission and Town Council will consider applications for development approvals to implement the concept identified in the settlement agreement.

An important part of the settlement agreement is the requirement that Battle Mountain obtain water service for its proposed development from Eagle River Water and Sanitation District (“ERWSD”). Battle Mountain has an agreement that was executed at the time that the Bolts Lake reservoir site was sold to ERWSD that requires the District to provide water service. This likely will be in the form of a new water treatment plant taking water from the Eagle River and specifically providing it to the proposed Bolts Lake development. Section 4 of the ordinance includes utility code amendments specific to the Bolts Lake area that recognize that the Town will not provide water for this development and will not operate or maintain the water treatment plant providing such service period.

Section 5 of the ordinance implements additions to the Town's zoning code specific to the Bolts Lake development. This includes the addition of certain definitions specific to the Bolts Lake zone districts and the establishment of four new zone districts. The Bolts residential zone district is characterized by residential, non-commercial land uses. The Bolts mixed-use zone district includes higher density residential and certain low impact commercial business uses. The Bolts open space and recreation zone district is specific to non-developed areas within the Bolts Lake property. The Bolt holding zone is a zone district that will be applied to properties the Town will receive but for which there has not been a formal planning process to establish eventual uses. The locations of these zone districts are included in a graphic in the ordinance.

The proposed land use table is included at section 16-10.5-70 and describes the types of land uses allowed in the various zone districts. One use type that requires some attention is the temporary processing area use which is designated as a use by right in the Bolts open space and recreational zone. This particular use contemplates that material excavated from the Bolts Lake reservoir will be transferred to certain parcels for processing and eventual coverage of the old tailings pile area to complete remediation of that site. Normally, material processing would be subject to a conditional use permit requirement to ensure that impacts are addressed. 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. Council should be mindful that in the first Intergovernmental agreement between the Town and ERWSD, the Town agreed not to apply its 1031 permitting authority to the placement of fill at the OTP. The second IGA with ERWSD does require the District to submit information related to “Nuisance. Descriptions of noise, glare, dust, fumes, vibration, and odor levels anticipated to be caused by the project,” air quality, visual quality, surface water quality, and ground water quality. The second IGA also requires approval of a “monitoring and mitigation plan” to avoid potential adverse impacts.

The dimensional use table can be found at 16-10.5-90. This table has been reviewed by planner Scot Hunn.

Section 6 of the ordinance involves changes to the subdivision code. The main provisions involve the use of exemption plats to create parcels within the Bolts Lake property that have a minimum size of five acres. The exemption plats are only subject to an administrative review. The plats will create

parcels that can be conveyed to third parties. It is anticipated that the exemption plats will be used to create parcels that will be conveyed to the Town and also parcels that the developer may choose to convey to third parties interested in developing portions of the Bolts Lake area. The approximate locations for the initial exemption parcels will be presented by Battle Mountain during the hearing. In section 17-6-80 (7) A, we are still working with the Town engineer to determine which of the Town's final plat requirements will apply to the exemption plats. That issue will be clarified prior to final approval by the Town Council. Parcels created by exemption plat will have no development rights. Instead, before an exemption plat parcel can be developed, the owner will have to come through either the site plan review process or a formal subdivision process. That way, impacts can be addressed and formal review of the development concept for these exemption plat parcels can be obtained. The exemption plats will further note that water service will not be provided by the Town of Minturn.

Section 7 involves certain minor amendments to the building code. The code changes provide that impact fees are not addressed at time of an exemption plat but rather at the time of a further subdivision or development application for set parcel.

The Planning and Zoning Commission did make one recommendation of approval. It is contained in the dimensional use table. The original draft had maximum building heights for the Open Space and Recreation District and the Holding Zone. The recommendation is to make building heights and setback decisions at the time of a design review, CUP, or location and extent review. The only building currently contemplated in this zone district is the water treatment plant to be constructed by ERWSD. Before that can occur, ERWSD will have to undertake a location and extent review with the Town and these dimensional limitations can be imposed. If Council would like to revert to the prior dimensions, we can do that for second reading.

TOWN OF MINTURN, COLORADO
ORDINANCE NO. [] – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO
AMENDING CHAPTER 13 (UTILITIES CODE), CHAPTER 16
(ZONING CODE), CHAPTER 17 (SUBDIVISION CODE), AND
CHAPTER 18 (BUILDING CODE) OF THE MINTURN
MUNICIPAL CODE.

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 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 (“Settlement Agreement”) for the purposes set forth therein, which purposes included but are not limited to the parties to the Settlement Agreement (“Parties”) undertaking in good faith to coordinate and process certain Town-initiated amendments to the Minturn Municipal Code; and

WHEREAS, the Town is authorized by the Local Government Land Use Control Enabling Act of 1974, § 29-20-101 through § 29-20-108, C.R.S., as amended, and § 31-23-301, C.R.S., as amended, to plan for and regulate the use of land within the Town’s jurisdiction, and to enact zoning, subdivision, and other land use and development regulations; and

WHEREAS, the Town is authorized by State statute to regulate the construction of buildings and improvements within the Town’s jurisdiction (§ 31-15-601, C.R.S.) and to enact building codes and other regulations; and

WHEREAS, as contemplated by and in implementation of the Settlement Agreement, the Town Council and Planning Commission have held various work sessions and public hearings to receive public input on the changes to the Minturn Municipal Code sections described herein (the “Code Amendments”); and

WHEREAS, § 16-21-430 of the Minturn Municipal Code provides that the Town may initiate an amendment of the Zoning Code, and § 16-21-440 provides that the Town’s Planning Commission shall review all proposed amendments to the Town’s Zoning Code at a duly noticed public hearing and shall recommend approval or denial of a proposed amendment by Town Council, and that the Town Council shall finally approve or deny a proposed amendment at a duly noticed public hearing; and

WHEREAS, the Planning Commission at a duly noticed public hearing on [_____], 202[___], considered the Code Amendments and provided a recommendation to the Town Council; and

WHEREAS, the Town Council at duly noticed public hearing on [_____], 202[___] considered the proposed Code Amendments and recommendation of the Planning Commission

and determined that the amendments are in the best interest of the public health, safety and welfare of the citizens of the Town and conformed in all respects to the Minturn Municipal Code; and

WHEREAS, Sections 4 and 4(a) of the Settlement Agreement require that the Town ordinances comprising the Approvals (as defined in the Settlement Agreement), including but not limited to the Town ordinance approving the Code Amendments, will be legally effective thirty (30) days after publication following the date on which Town Council approves them on second reading; provided, however, and notwithstanding any earlier effective date of such ordinances, each such ordinance will contain an express condition that the substantive matters comprising the Approvals, including but not limited to the Code Amendments, will not be legally effective or binding upon the Parties prior to implementation of the Settlement (as defined in the Settlement Agreement).

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

**SECTION 1
INCORPORATION OF RECITALS**

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

**SECTION 2
AUTHORITY FOR CODE AMENDMENTS**

2.1 Article XI of Town Charter. Final action on the Code Amendments will be accomplished in accordance with the terms and conditions set forth in Article XI of the Town Charter.

2.2 Incorporation into the Minturn Municipal Code (“Code”). The Code Amendments will be incorporated into and made part of the Code in accordance with Sections 1-3-60 and 1-3-80 of the Code.

2.3 Chapter 13 of the Code (the “Utilities Code”).

(a) Definitions. Unless otherwise defined in the Code Amendments, defined terms will have the meanings stated in Sections 13-1-10 of the Utilities Code.

(b) Amendments. Amendments to the Utilities Code will be processed and accomplished pursuant to Sections 1-3-60 and 1-3-80 of the Code.

2.4 Chapter 16 of the Code (the “Zoning Code”).

(a) Definitions. Unless otherwise defined in the Code Amendments, defined terms will have the meanings stated in Sections 16-2-20 and 16-25-90 of the Zoning Code, as such may be amended.

(b) Amendments. Amendments to the Zoning Code will be processed and accomplished pursuant to Code Sections 1-3-60, 1-3-80, 16-21-30, 16-21-410 to 16-21-450.

2.5 Chapter 17 of the Code (the “Subdivision Regulations”).

- (a) Definitions. Unless otherwise defined in the Code Amendments, defined terms will have the meanings stated in Sections 17-2-10 and 17-8-20 of the Subdivision Regulations.
- (b) Amendments. Amendments to the Subdivision Regulations will be processed and accomplished pursuant to Sections 1-3-60 and 1-3-80, and Section 17-1-90 of the Code.

2.6 Chapter 18 of the Code (the “Building Code”).

- (a) Definitions. Unless otherwise defined in the Code Amendments, defined terms will have the meanings stated in Building Code(s).
- (b) Amendments. Amendments to the Building Code will be processed and accomplished pursuant to Sections 1-3-60 and 1-3-80 of the Code.

**SECTION 3
EFFECT OF AMENDMENTS**

Chapters 13, 16, 17 and 18 of the Code are hereby amended to read as follows, with certain sections added or amended and replaced in their entirety and other sections shown with additions in double underlined text, and deletions ~~strike through language is deleted~~. Sections of Chapters 13, 16, 17 and 18 which are not expressly described in this Ordinance continue to be in full effect without change.

**SECTION 4
UTILITIES CODE AMENDMENTS**

4.1 Section 13-1-10. The following defined terms will be inserted, in alphabetical order, into Section 13-1-10 as follows:

Battle Retained Parcels has the meaning stated in Section 16-2-20.

Bolts Development Agreement means, as may be amended, that certain Development and Vested Property Rights Agreement Implementing the Bolts Lake Settlement Agreement 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 of Minturn, Colorado, a home rule municipal corporation (together with its successors and assigns, the “Town”) having an execution date of _____, 2024, recorded in the public records of Eagle County at Reception No. _____.

Bolts Water Distribution System means all water mains, storage tanks, distribution lines, service lines, and related infrastructure necessary to deliver water from the Bolts Water Treatment Plant to lots within the Battle Retained Parcels and, if applicable, to support

non-Town (or Town successors and assigns) activities permitted upon or within the Restricted Parcels.

Bolts Water Treatment Plant means the ERWSD water treatment plant developed within the Battle Retained Parcels (or as may be permitted use within a Restricted Parcel, within a Restricted Parcel) to serve the Battle Retained Parcels with a treatment capacity sized to serve up to 250 dwelling units and 50,000 square feet of gross leasable area.

Bolts Water Treatment System means the Bolts Water Treatment Plant and all diversion structures, raw water input lines and related infrastructure inboard to the Bolts Water Treatment Plant.

Bolts Lake Property has the meaning stated in Section 16-2-20.

ERWSD means, collectively and together with their respective successors and assigns, the Eagle River Water and Sanitation District and the Upper Eagle Regional Water Authority.

Exemption Plat has the meaning stated in Section 17-2-10.

Exemption Plat Parcel has the meaning stated in Section 17-2-10.

Exemption Plat Process has the meaning stated in Section 17-2-10.

Reservoir Agreement means and refers 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 and Battle North, LLC, dated as of February 9, 2021.

Restricted Parcels has the meaning stated in Section 16-2-20.

Town Parcels has the meaning stated in Section 16-2-20.

4.2 Section 13-1-20. A new Subsection 13-1-20(f) is inserted as follows:

(f) Special Bolts Lake Property Provisions. Municipal water service within the Bolts Lake Property shall be provided in accordance with the following provisions:

(1) Town Parcels and Restricted Parcel Activities. The Town (including through its water and sanitation activities enterprise) will be solely responsible for the provision of municipal water to serve all development or other activities undertaken within or upon the Town Parcels and, to the extent the Town (or any successor or assign of the Town) undertakes any permitted activities within or upon the Restricted Parcels that require water service, to support such Town activities within or upon the Restricted Parcels. Accordingly, the Town’s provision of such water service will fully comply with the terms, conditions and requirements of this Chapter 13.

(2) Battle Retained Parcels and Restricted Parcels Activities. The Town (including through its water and sanitation activities enterprise) will not provide municipal

water service to the Battle Retained Parcels or, except as provided in the foregoing clause (1), if applicable, to the Restricted Parcels. Accordingly, development, use and occupancy of residential dwelling units, commercial buildings and other permitted structures and permitted uses within the Battle Retained Parcels and, except as provided in the foregoing clause (1), if applicable, to the extent the landowner of a Restricted Parcel undertakes any permitted activities within or upon the Restricted Parcels that requires water service, the land comprising the Battle Retained Parcels and any such Restricted Parcels are, and water service to such parcels is, exempt from and are not subject to the requirements of Articles 1 through 7, inclusive, of this Chapter 13; provided, however, that the provision of such water service will be governed by Article 8 of this Chapter 13, including any specific provisions of Articles 1 through 6 that are expressly incorporated by reference in Section 13-8-80.

4.3 Section 13-1-120. Subsection 13-1-120 is amended by insertion of new clauses (e), (f) and (g) to read as follows:

(e) As set forth in Section 13-8-30, the Town will not be liable or responsible for the design, construction, ownership, operation, maintenance or replacement of the Bolts Water Treatment Plant or other elements of the Bolts Water Treatment System.

(f) As set forth in Section 13-8-60, the Town will not be liable or responsible for the ownership, operation, maintenance or replacement of the Bolts Water Distribution System.

(g) Article 8 of this Chapter 13 will govern and control with regard to the design, construction, ownership, operation, maintenance and replacement of the Bolts Water Treatment Plant, other elements of the Bolts Water Treatment System, and the Bolts Water Distribution System.

4.4 Article 8. A new Article 8 is inserted as follows:

ARTICLE 8 – Bolts Lake Property Water Service Regulations.

Sec. 13-8-10. – Title.

This Article shall be known and may be cited as the “Bolts Lake Property Water Service Regulations.”

Sec. 13-8-20. – Intent.

The purpose of this Article 8 is, with respect to the Bolts Lake Property, to implement and give effect to certain provisions of the Bolts Development Agreement, to establish exemption from the requirements set forth in other Articles of this Chapter 13, and to establish alternative requirements applicable to the provision of municipal water service to areas within the Bolts Lake Property other than Town Parcels. Water service

required to support development within the Battle Retained Parcels (and any permitted activities within or upon Restricted Parcels that are undertaken by a landowner or other party other than the Town or any successor or assign of the Town) will be subject solely to compliance with the requirements of this Article 8, and will be exempt from the application of all other requirements of this Chapter 13 except to the extent any such provisions are incorporated by reference pursuant to Section 13-8-80. Any water service required with respect to Town Parcels (and any permitted activities within or upon Restricted Parcels that are undertaken by the Town or any successor or assign of the Town) will be fully subject to all other requirements of this Chapter 13.

Sec. 13-8-30. – Waiver of municipal water service.

Each approved exemption plat within the Battle Retained Parcels will contain the statement and acknowledgement required pursuant to Section 17-6-80(7)E(ii). Each approved preliminary plat within the Battle Retained Parcels will contain the statement and acknowledgement required pursuant to Section 17-5-70(j). Each approved and recorded final plat within the Battle Retained Parcels will contain the statement and acknowledgement required pursuant to Section 17-6-40(c). By submitting an application for exemption plat, preliminary plat or final plat within the Battle Retained Parcels and by taking title to any such lot within the Battle Retained Parcels, each landowner and its respective successors and assigns conclusively waives any and all right to receive municipal water service from the Town.

Sec. 13-8-40. – Provision of municipal water service.

(a) In accordance with applicable provisions of the Reservoir Agreement, but subject to the terms and conditions set forth in Section 16-10.5-80, and notwithstanding any provisions of this Chapter 13 to the contrary, ERWSD may provide water service for up to 700 SFE’s within the Battle Retained Property (and any permitted activities within or upon Restricted Parcels that are undertaken by a landowner or other party other than the Town or any successor or assign of the Town) utilizing the Bolts Water Treatment System and the Bolts Water Distribution System. Water service for development within the Battle Retained Parcels (and any permitted activities within or upon Restricted Parcels that are undertaken by a landowner or other party other than the Town or any successor or assign of the Town) must comply with applicable provisions of this Article 8 and ERWSD regulations. The Town will have no obligation or responsibility with respect to acquisition or provision of water rights used or proposed to be used in connection with the Bolts Water Distribution System or required to serve development within the Battle Retained Parcels.

(b) As part of any application for preliminary or final plat, but not for an application for an exemption plat within the Bolts Lake Property, the applicant shall provide to the Town the letter from ERWSD required by Sections 17-5-70(f)(1)a and 17-6-40(b)(9)d, as applicable.

Sec. 13-8-50. – Development and Operation of the Bolts Water Treatment System.

(a) Exempt from 1041 Regulations. Section 13-8-40 and the Bolts Development Agreement authorize development of the Bolts Water Treatment System and Bolts Water Distribution System. Per Code Section 16-25-40(8), development and operation of the Bolts Water Treatment System will be fully exempt from all review and permitting requirements of Chapter 16, Article 25 of the Code. The Town may require application for a permit (as such term is defined in Section 16-25-90) for any expansion of the Bolts Water Treatment System treatment capacity or service area in addition to such capacity and service area as described in and limited by Section 13-8-40.

(b) Town Review of Location. The Town will not own, operate or maintain the Bolts Water Treatment System. Design, construction and operation of the Bolts Water Treatment System will comply with applicable ERWSD and CDPHE regulations and permitting requirements. In connection with any exemption plat and/or final plat within the Battle Retained Parcels that proposes the location of the Bolts Water Treatment Plant, the Town will review and may approve the location of the Bolts Water Treatment Plant. Such Town review may include the location, character and extent of the Bolts Water Treatment Plant pursuant to C.R.S. § 31-23-209. Except with respect to the Town’s review of the Water Treatment Plant location 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.

Sec. 13-8-60. – Development and Operation of the Bolts Water Distribution System.

The Town will not own, operate or maintain the Bolts Water Distribution System. In connection with preliminary and final plat(s) for development within the Battle Retained Parcels, the Town may review and approve locations of the Bolts Water Distribution System. Engineering and technical requirements of the Bolts Water Distribution System will be subject to ERWSD regulations and Chapter 17 (including but not limited to applicable fire flow requirements), except as expressly stated to the contrary in Chapter 5 Section 6.02 of Appendix C to the Town Code. Except with respect to the Town’s review of the Bolts Water Distribution System as provided above, the Town will not exercise or conduct any technical review of the Bolts Water Distributions System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

Sec. 13-8-70. – Right of entry for inspections.

A duly authorized employee or agent of the Town bearing proper credentials and identification shall be permitted, upon due notice to the landowner, to enter upon any and all lots within the Battle Retained Parcels for the purpose of confirming compliance with and enforcing this Article 8.

Sec. 13-8-80. Expressly Incorporated Provisions.

The following provisions of Articles 1 through 6 of this Chapter 13 are incorporated in this Article 8 by reference, subject to such modifications or qualifications as may be set forth below.

- (a) Section 13-1-10 (definitions).
- (b) Section 13-1-20(f) (exclusive authority of Town; exceptions).
- (d) Section 13-1-80 (fire hydrant use restricted).
- (e) Section 13-1-90 (pollution and interference with supply prohibited).
- (h) Section 13-1-120(e) and (f) (exculpation of Town).
- (i) Section 13-2-60(a) (restriction on connections to Town water system).
- (j) Section 13-2-120 (unauthorized uses of and tampering with Town water system).
- (k) Section 13-3-10 (authority for extensions of Town water system).
- (l) Article 6 (watershed protection plan).

**SECTION 5
ZONING CODE AMENDMENTS**

5.1 Section 16-2-20. The following defined terms will be inserted, in alphabetical order, into Section 16-2-20 as follows:

Battle Retained Parcels means, whether unplatted or divided into tracts, parcels, lots and blocks pursuant to the Exemption Plat Process or a recorded final plat, all land within the Bolts Lake Property that is neither a Town Parcel nor a Restricted Parcel and is intended for future development or other disposition.

Bolts Concept Plan means and refers to the concept plan and master map for the Bolts Lake Property that is set forth in Section 16-10.5-25, and which depicts the general locations of the Battle Retained Property, the Restricted Parcels and the Town Parcels.

Bolts Lake Property means the approximately 379 acres of land consisting of the Battle Retained Property, the Restricted Parcels and the Town Parcels, as conceptually depicted in the Bolts Concept Plan, but excluding any land conveyed to and owned in fee by ERWSD (or its successors and assigns) pursuant to the Reservoir Agreement.

Bolts Water Distribution System has the meaning stated in Section 13-1-10.

Bolts Water Treatment Plant has the meaning stated in Section 13-1-10.

Bolts Water Treatment System has the meaning stated in Section 13-1-10.

Day Spa means a non-destination commercial establishment (as distinguished from a spa/wellness center) comprising less than 5,000 square feet of gross leasable area (as defined in Section 16-10.5-80(2)) that offers aesthetic services such as massages, face and body treatments, and skin and nail treatments.

ERWSD has the meaning stated in Section 13-1-10.

Exemption Plat has the meaning stated in Section 17-2-10.

Exemption Plat Parcel has the meaning stated in Section 17-2-10.

Exemption Plat Process has the meaning stated in Section 17-2-10.

Reservoir Agreement has the meaning stated in Section 13-1-10.

Restricted Parcels means, as depicted on the Bolts Concept Plan, the following parcels or tracts of land within the Bolts Lake Property that are created pursuant the Exemption Plat Process, are neither Town Parcels nor Battle Retained Parcels, and are subject to certain perpetual easements, restrictive covenants, purchase options or similar restrictions that run with title to such parcels, are binding on the landowner thereof, and are enforceable by and for the benefit of the Town: (A) the OTP Area; (B) the Processing Area (being a portion of the Reservoir South Area); (C) the CTP Area; and (D) the Maloit Wetlands Area.

Spa/Wellness Center means a destination commercial establishment (as distinguished from a day spa) comprising at least 5,000 square feet of gross leasable area (as defined in Section 16-10.5-80(2)) that offers health and aesthetic services such as massages, face and body treatments, and skin treatments; health and wellness activities such as yoga rooms, meditation rooms, saunas, and hot tubs; and/or associated food and beverage services.

Temporary Processing Area means, together with the placement site as described below, an area used for processing and temporary storage of soil, gravel, minerals, rocks, sand and similar materials excavated from an immediately adjacent site for the purpose of post-processing placement on another immediately adjacent site.

Town Parcels means, as depicted on the Bolts Concept Plan, the following parcels or tracts of land within the Bolts Lake Property that are created pursuant the Exemption Plat Process, are neither Battle Retained Parcels nor Restricted Parcels, and are fee-owned by the Town (or a successor of the Town): (A) the Highlands Area; (B) the Reservoir South Area (excluding the Processing Area); (C) the Rec Center Parcel(s); and (D) the Highway 24 Parcels.

5.2 Section 16-3-10. Subsection (7) of Section 16-3-10 is amended to read as follows:

(7) Bolt's Lake, ~~Gilman~~, Willow Creek, Rock Creek, and Holy Cross Character Areas. Uses within these Character Areas shall be as set forth in Sections 16-10-~~20~~, 16-10-30 and 16-10.5-70 of this Chapter, as applicable.

5.3 Article 10. The heading of Article 10 is amended to read as follows:

ARTICLE 10 – Bolt's Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas

5.4 Section 16-10-10. Section 16-10-10 is amended to read as follows:

Sec. 16-10-10. – Establishment of Bolt’s Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas.

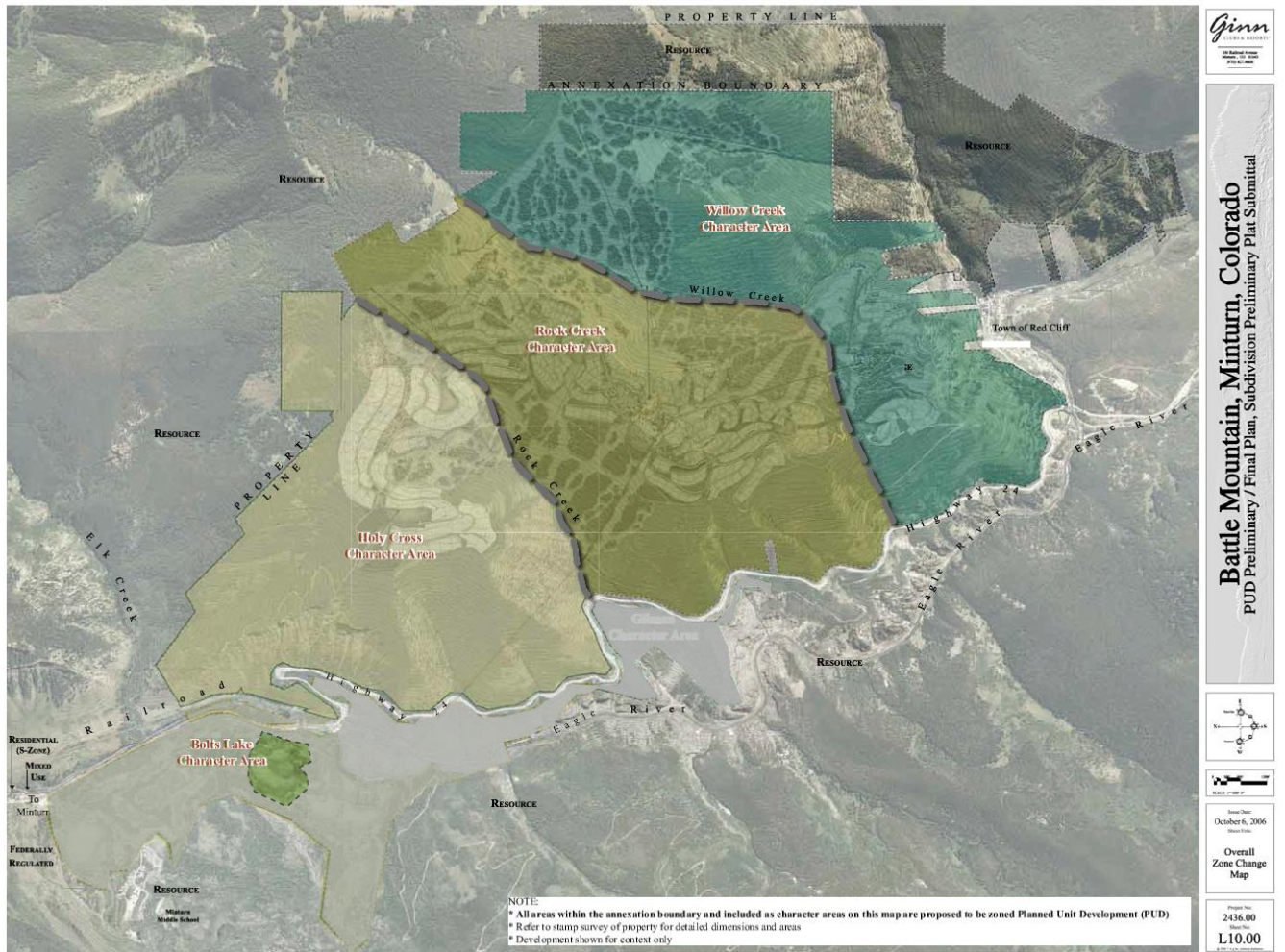
The Zoning Map of the Town is hereby amended to reflect the establishment of the Bolt’s Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas as shown on Attachment A, a copy of which is available at the Planning Department.

5.5 Section 16-10-20. The initial paragraph of Section 16-10-20 is amended to read as follows:

Sec. 16-10-20 - Character Area characteristics.

Except as otherwise provided in Sections 16-10-20 and 16-10-30, uses within the Bolt’s Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas shall be set forth on an approved final development plan for those areas. Until such time as a final development plan is approved, property within the Bolt’s Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas shall be used only for the following purposes:

5.6 Section 16-10-25. Section 16-10-25 is amended to replace Illustration 16-10.5 as follows:



5.7 Article 10.5. A new Article 10.5 is inserted as follows:

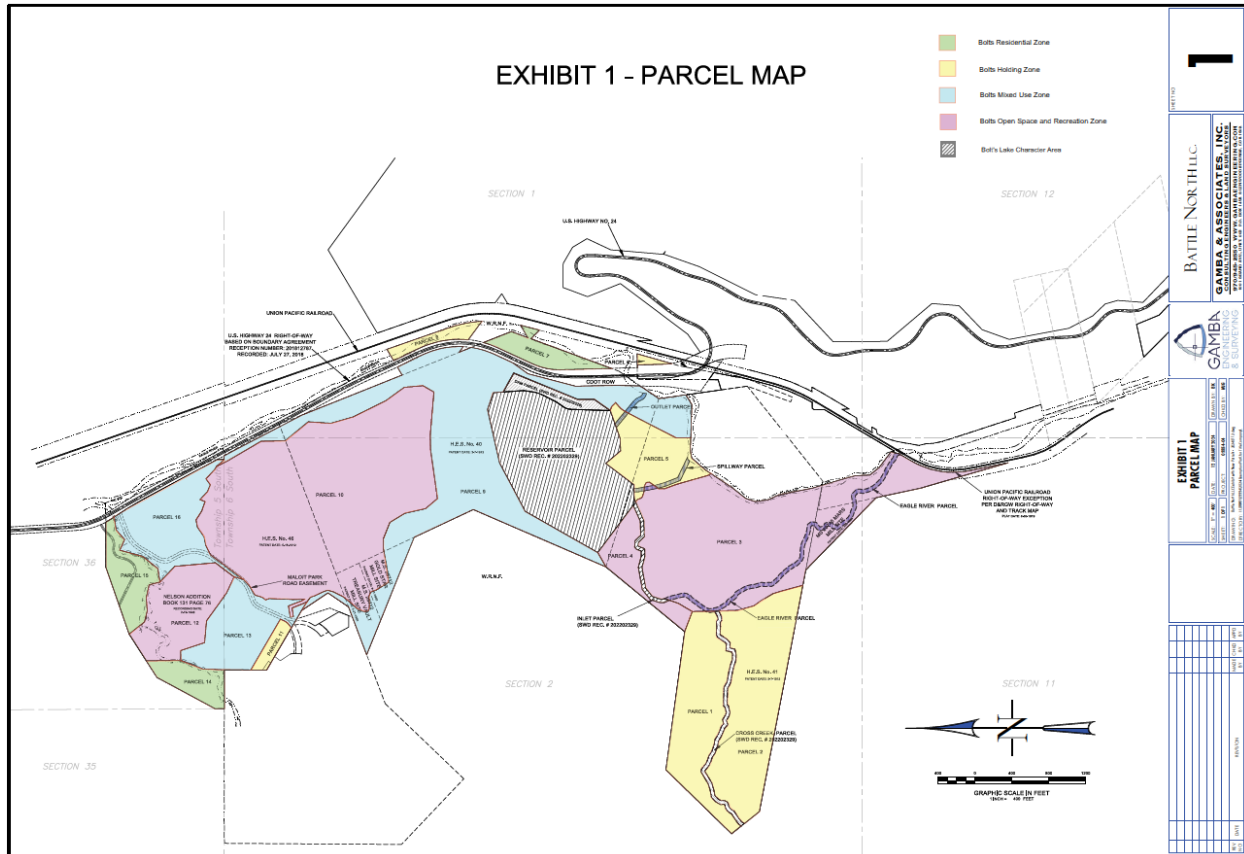
ARTICLE 10.5 – Bolts Lake Property Zone Districts.

Sec. 16-10.5-10. – Establishment of Zone Districts.

The following four zone districts are hereby established and are available, upon proper application and approval pursuant to the terms of this Article 10.5, to be applied to specific legally described areas with the Bolts Lake Property: (1) the Bolts Residential Zone; (2) the Bolts Mixed Use Zone; (3) the Bolts Open Space and Recreational Zone; and (4) the Bolts Holding Zone. These four zones provide for a variety of residential, commercial, public utility, and open space uses.

Sec. 16-10.5-25. – Bolts Concept Plan.

The Bolts Concept Plan, as defined in Section 16-2-20, is set forth as Illustration 16-10.5 below.



Sec. 16-10.5-30. – Bolts Residential Zone.

(a) The Bolts Residential Zone is characterized primarily by low density single family residences and duplexes and related public utilities, including, but not limited to the Bolts

Water Treatment System and Bolts Water Distribution System. Compatible public recreational and open space uses are encouraged.

(b) The purpose of the Bolts Residential Zone is to enable an eclectic mix of housing types and styles consistent with the housing types and character in other areas of the Town.

Sec. 16-10.5-40. – Bolts Mixed Use Zone.

(a) The Bolts Mixed Use Zone is characterized by residential and low-impact commercial business uses. The vertical integration of uses is encouraged. Compatible public recreational and open space uses are encouraged.

(b) The purpose of the Bolts Mixed Use Zone is to enable mixed use buildings and denser multi family, single-family homes, and duplexes similar in character, but with smaller minimum lot sizes than in the Bolts Residential Zone.

Sec. 16-10.5-50. – Bolts Open Space and Recreational Zone.

(a) The Bolts Open Space and Recreational Zone is characterized primarily by undeveloped open space, active and passive recreational uses, and public utilities.

(b) The purpose of the Bolts Open Space and Recreational Zone is to provide complimentary open space, active and passive recreational uses and public utilities for adjacent development in the Bolts Lake Property.

Sec. 16-10.5-60. – Bolts Holding Zone.

(a) The Bolts Holding Zone is characterized primarily by land owned by the Town that is to be held for further zoning determinations or later conveyance by the Town.

(b) The purpose of the Bolts Holding Zone is to create a zone for property that will be later rezoned or conveyed by the Town.

Sec. 16-10.5-70. – Permitted Use Table.

Notwithstanding anything in this Chapter 16 to the contrary, Table 16-[] sets forth the uses for the Bolts Lake Property Zone Districts.

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
R – Use by right; C – Conditional use; L – Limited use; N – Not allowed				
Accessory apartments – residential building	R	R	N	N
Accessory apartment – mixed use building	N	R (on second floor or higher in mixed use buildings)	N	N
Accessory dwellings	R	R	N	N
Agricultural uses	N	N	N	N

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
Amusements	N	R	L	N
Automotive detail shops	N	N	N	N
Automotive parts sales	N	N	N	N
Bakeries and confectioneries	N	R	N	N
Bakeries and delicatessens with food service	N	R	N	N
Banks and financial institutions	N	R	N	N
Bed and breakfast	N	R	N	N
Business and office services	N	R	N	N
Car washes (stand-alone or accessory to a gas station use)	N	N	N	N
Club	N	R	N	N
Cocktail lounges, taverns	N	R	N	N
Commercial accommodations	N	R	N	N
Convenience stores	N	R	N	N
Day Spa	N	R	N	N
Delicatessens and specialty food stores	N	R	N	N
Drive-thru/up establishments	N	C	N	N
Drugstores and pharmacies	N	R	N	N
Dry cleaners	N	N	N	N
Duplexes	R	R	N	N
Garden landscaping supply and seed stores	N	R	N	N
Gas stations (with or without convenience store)	N	C	N	N
Grocery stores	N	R	N	N
Ground mounted solar energy systems, small scale wind systems, communications facilities and similar facilities	L	L	R	R
Haircare	N	R	N	N
Health/medical offices	N	R	N	N
Home business	L	L	N	N
Home occupation	L	L	N	N
Institutional uses	N	R	N	N
Laundries	N	N	N	N
Laundromats	N	R	N	N
Liquor stores	N	R	N	N
Manufacturing, light	N	N	N	N
Multi-family dwellings	R	R	N	N

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
Natural resource / material processing	N	N	C	N
Office uses	N	R	N	N
Open space (private and public)	R	R	R	N
Pawn shops	N	N	N	N
Photographic studios	N	R	N	N
Professional activities	N	R	N	N
Professional offices, business offices and studios	N	R	N	N
Public utilities and related public utility facilities, including, without limitation, any ERWSD facilities, the Bolts Water Treatment Plant, Bolts Water Treatment System, and Bolts Water Distribution System	R	R	R	R
Recreational facility (private and public)	C	R	R	R
Recreational uses, (outdoor, passive and active non-motorized) including but not limited to cross country skiing, mountain biking, equestrian, hiking, fishing	R	R	R	R
Restaurant	N	R	N	N
Retail	N	R	N	N
Single-family residential dwellings	R	R	N	N
Small appliance repair shops, excluding furniture repair	N	R	N	N
Spa/wellness center	N	R	N	N
Tailors and dressmakers	N	R	N	N
Temporary processing area	N	N	R (Processing Area and OTP, subject to restrictions of record for the benefit of and enforceable by Town) C (other than Processing Area and OTP)	N
Theaters, meeting rooms, churches and convention centers	N	C	N	N
Travel and ticket agencies	N	R	N	N

Sec. 16-10.5-80. – Density; Limitations applicable to Battle Retained Parcels.

(1) For purposes of calculating residential density, each residential dwelling unit, regardless of type, within the Bolts Lake Property 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.

(2) For purposes of calculating commercial density within the Bolts Lake Property, “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, terraces, balconies, and like spaces.

(3) The Battle Retained Parcels will be subject to the following density limitations:

A. Residential. The maximum residential density within the Bolts Residential District and the Bolts MU District is, cumulatively:

i) If a spa/wellness center is not developed within the Bolts MU District, two hundred fifty (250) dwelling units; or

ii) If a spa/wellness center is developed within the Bolts MU District, two hundred twenty-five (225) dwelling units.

B. Commercial. The maximum nonresidential commercial development within the Bolts MU District, cumulatively, is 50,000 square feet of gross leasable area. If a spa/wellness center is developed within the Bolts MU District, the following elements will not count as gross leasable area for purposes of the foregoing square footage limit: (A) “back of house” areas such as laundry rooms, locker rooms, changing rooms, restrooms, lunch rooms, loading dock/supply storage areas, and areas housing similar operational functions; and (B) stand-alone ancillary and accessory structures (whether fully or partially enclosed) such as cabanas, snack/drink bars, and structures housing saunas, hot tub areas, massage rooms, yoga rooms, meditation rooms and similar health/wellness activities.

Sec. 16-10.5-90. – Terms and conditions applicable Bolts Lake Property.

Notwithstanding anything in Section 16-10-20 to the contrary, permitted uses pursuant to Section 16-10.5-70 within the Bolts Lake Property must be developed and maintained in accordance with the following terms and conditions:

(1) Provision of potable water for development on lots will comply with the requirements set forth in Article 8 of Chapter 13.

(2) Construction of buildings, structures, and related improvements within lots will comply with the following requirements:

A. Development within any lot will comply with the requirements set forth in Article 15 of Chapter 18 and Appendix C to the Code, except as expressly stated to the contrary in Section 6.02 of Appendix C to the Code.

B. Development within the Bolts Lake Property will be subject to the design standards and design review pursuant to Sections 16-17-200 and 16-21-615, and Appendix B to the Code, provided that development within the Battle Retained Parcels need only comply with Sections I and II of Appendix B to the Code.

C. The maximum building height set forth in Section 16-2-60 will not apply to development within the Bolts Lake Property.

D. The general lot requirements and dimensional standards set forth in Section 16-2-40 will not apply to the development of lots within the Bolts Lake Property.

E. The following physical parameters shall apply to all development on lots within the Bolts Lake Property zone districts described below:

Zone	Use	Minimum Lot Area	Maximum Building Lot Coverage	Maximum Impervious Surface Area	Maximum Building Height	Minimum Setbacks		
						Front	Rear	Side
Bolts Residential Zone	Single-family home, accessory dwelling unit	4,000 s.f.	50%	60%	28 ft.	20 ft.	10 ft.	5 ft.
	Duplex	5,000 s.f.	50%	60%	28 ft.	20 ft.	10 ft.	5 ft.
	Other	N/A	50%	60%	28 ft.	20 ft.	10 ft.	5 ft.
Bolts Mixed Use District	Residential uses (other than multi-family dwellings)	2,500 s.f.	50%	60%	28 ft.	10 ft.	10 ft.	5 ft.
	Multi-family dwellings	5,000 s.f.	If mixed use: 80% If not mixed use: 50%	If mixed use: 90% If not mixed use: 60%	If mixed use: 35 ft. If not mixed use: 28 ft.	10 ft.	10 ft.	5 ft.
	Commercial	2,500 s.f.	80%	90%	35 ft.	10 ft.	10 ft.	5 ft.
Bolts Open Space and Recreational Zone	All	N/A	N/A	N/A	Building height and setback requirements to be determined at time of Design Review approval, Conditional Use review, or Location and Extent Review pursuant to <u>C.R.S. § 31-23-209</u>			

Bolts Holding Zone	All	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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F. Development within the Battle Retained Parcels is exempt from clauses (e) and (l) of Section 16-2-50.

(3) Off street parking and loading requirements within the Bolts Lake Property will be in accordance with the requirements set forth in Article 16 of Chapter 16.

(4) Limited uses identified in Section 16-10.5-70 will be processed and reviewed in accordance with Section 16-21-630.

(5) Conditional uses identified in Section 16-10.5-70 will be processed and reviewed in accordance with Section 16-21-620.

5.8 Section 16-21-710. Section 16-21-710(b)(2) is amended by insertion of new clause h to read as follows:

h. An approved development agreement.

5.9 Appendix B of Town Code. A new paragraph is added to the end of Section I.D as follows:

Pursuant to Section 16-10.5-90(2)B of the Town Code, only Sections I and II of these standards and guidelines shall apply to development within the Battle Retained Parcels.

**SECTION 6
SUBDIVISION CODE AMENDMENTS**

6.1 Section 17-2-10. The following defined terms will be inserted, in alphabetical order, into Section 17-2-10 as follows:

Battle Retained Parcels has the meaning stated in Section 16-2-20.

Bolts Lake Property has the meaning stated in Section 16-2-20.

Exemption Plat means the recorded final plat as approved pursuant to the exemption plat process.

Exemption Plat Parcel means, whether designated as a parcel, tract, lot or otherwise, a specific parcel of land located within the Bolts Lake Property created and legally described by reference to a recorded Exemption Plat, which parcel is legally conveyable but must be replatted to create buildable lots pursuant to a recorded final plat prior to submittal of building permit applications for habitable improvements.

Exemption Plat Process means the process described in Section 17-6-80 and applicable to the Bolts Lake Property for administrative review and approval of final subdivision plats

to create legally conveyable (but not developable prior to recording of an approved final plat) Exemption Plat Parcels within the Bolts Lake Property.

6.2 Section 17-3-30. Section 17-3-30 is amended to read as follows:

(a) The Town Council may, pursuant to a resolution duly adopted at a public meeting, exempt from the provisions of this Chapter any division of land if the Town determines that such division is not within the purposes of this Chapter and, in addition, the method of disposition adopted is not for the purpose of evading the provisions of this Chapter. Exempted divisions of land include those listed in the definition of subdivision in Section 17-2-10 of this Chapter.

(b) The Town Council hereby establishes an exemption plat process for the Bolts Lake Property. The purpose of the exemption plat process and exemption plat review is for the applicant to submit an application pursuant to Section 17-6-80 for administrative review and approval of plats to create legally conveyable (but not developable prior to recording of an approved final plat) exemption plat parcels within the Bolts Lake Property. Precise size, shape and location of lots, blocks, streets, easements, open space and other parcels of land to be created within the exemption plat parcels, and detailed, final engineered plans for public improvements and infrastructure will not be required for the exemption plat process, and such matters will be deferred to the preliminary plat and final plat processes.

6.3 Section 17-5-70. Section 17-5-70 is amended as follows:

(a) Subsection 17-5-70(f)(1)a. is amended to read as follows:

a. Adequate evidence prepared by a registered engineer that a water supply that is sufficient in terms of quality, quantity and dependability will be available to ensure an adequate supply of water for the type of subdivision proposed, including requirements for fire protection. For preliminary plat applications affecting Battle Retained Parcels, a letter from ERWSD confirming its ability and commitment to meet the physical and legal water service needs for the proposed land use including fire flows. The ERWSD letter will be deemed to fully satisfy the foregoing requirement. Per Section 13-8-60, engineering and technical requirements of the Bolts Water Distribution System will be subject to ERWSD regulations (including but not limited to applicable fire flow requirements).

(b) Subsection 17-5-70(f)(3) is amended to read as follows:

(3) Water supply options. A review and analysis of all viable options for water supply, indicating the relative benefits of each, shall be submitted. For preliminary plat applications affecting Battle Retained Parcels, the foregoing requirement shall be satisfied by the ERWSD letter required by Section 17-5-70(f)(1)a.

(c) A new Subsection 17-5-70(j) is inserted as follows:

(j) Any preliminary plat within the Battle Retained Parcels must include the following statement and acknowledgement:

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.

6.4 Section 17-6-40. Section 17-6-40 is amended as follows:

(a) Subsection 17-6-40(b)(9)d. is amended to read as follows:

d. Adequate evidence of water in sufficient quantity for both domestic and irrigation use which shall be transferred to a legal entity which shall be established to operate a system to provide such quantity of water. For final plat applications affecting Battle Retained Parcels, a letter from ERWSD confirming its ability and commitment to meet the physical and legal water service needs for the proposed land use including fire flows. The ERWSD letter will be deemed to fully satisfy the foregoing requirement. Per Section 13-8-60, engineering and technical requirements of the Bolts Water Distribution System will be subject to ERWSD regulations and Chapter 17 (including but not limited to applicable fire flow requirements).

(b) A new Subsection 17-6-40(c) is inserted as follows:

(c) Any final plat within the Battle Retained Parcels must include the following statement and acknowledgement:

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.

6.5 Section 17-6-80. A new Section 17-6-80 is inserted as follows:

Sec. 17-6-80. – Bolts Lake Property Exemption plat process.

Notwithstanding anything in the Subdivision Regulations to the contrary, which regulations will not apply to the exemption plat process unless expressly set forth in this Section, the creation of legally conveyable (but not developable prior to recording of an approved final plat) exemption plat parcels, will be accomplished by administrative review and approval by the planning director, and recording of an exemption plat, in accordance with the following requirements and procedures:

- (1) A pre-application meeting in conformance with Section 16-21-140 of the Code.
- (2) An application pursuant to the exemption plat process may only be submitted by a party permitted under Section 17-3-10.
- (3) There is no limit on the number of exemption plat parcels that may be created within the Bolts Lake Property pursuant to the exemption plat process.
- (4) Except for the creation or realignment of Town Parcels and Restricted Parcels, the minimum size for a parcel to qualify for an exemption plat is 5 acres.
- (5) The application must contain the following materials:
 - A. A completed application form in the format provided by the planning director and executed by the landowner or the landowner's authorized agent.
 - B. A check for the then-current exemption plat processing fee in an amount to be established by resolution of the Town Council.
 - C. One electronic copy and three (3) paper copies measuring twenty-four (24) by thirty-six (36) inches of the proposed exemption plat prepared in accordance with the requirements set forth in Section 17-6-80(5).
 - D. If required to provide legal access to a proposed exemption plat parcel that otherwise does not or would not have legal access to a public roadway, one electronic copy and three (3) paper copies of the proposed form of access easement agreement that will, upon recording, establish legal access from a public road to the boundary of each exemption plat parcel (to the extent such easement(s) are not created by recording of the exemption plat).

E. A copy of a title commitment issued by a title company doing business in Eagle County with an effective date no earlier than sixty (60) days prior to the submission of the application.

(6) Within fifteen (15) business days of receiving the application, the planning director will confirm and advise the applicant in writing whether the application is complete. If the application is not complete, the applicant may supplement the application and the planning director will provide an updated written determination of completeness as otherwise provided herein.

(7) Within thirty (30) business days after the date on which the application is determined complete, the planning director, after consultation with appropriate staff and referral agencies, if any, will complete review of the proposed exemption plat to confirm whether it complies with the following requirements:

A. It adheres to the format for final plats as described in Section 17-6-40(b), excluding subparagraphs (3), (4) and (9); provided, however, all surveying data shall be tied to primary control points. With respect to subparagraph (2), street addresses do not need to be assigned or shown for each exemption plat parcel. With respect to subparagraph (8)d, the certificate of ownership does not need to include any language of dedication. With respect to subparagraph (8)e, the certificate of title will be executed by a title company and will reference liens and exceptions to title as reflected in a specifically identified title commitment. The exemption plat shall include a certificate that taxes on the property have been paid.

B. It contains a certificate to be executed by a professional land surveyor, as defined in C.R.S. 38-51-102(16), that the proposed exemption plat was prepared in accordance with C.R.S. 38-51-106, which certificate will be deemed to satisfy the requirement of Section 17-6-40(b)(8)f.

C. It depicts rights-of-way and easements pursuant to C.R.S. 38-51-106 (1)(B)(I).

D. It complies with Section 17-3-40 of the Subdivision Regulations by demonstrating legal access. Such compliance will be demonstrated by the exemption plat depicting an existing or proposed road that would physically connect each proposed exemption plat parcel to a public road, identifies whether legal access to the exemption plat parcels is (or will be) granted by the exemption plat or by a separate instrument, and describes by reference to a recorded, or to be recorded, access easement agreement required pursuant to subparagraph (3)D above.

E. It contains the following statements and acknowledgements:

i) 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.

- ii) 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.

(8) Upon completion of the foregoing review of the proposed exemption plat, the planning director will either approve, approve with conditions, or deny the proposed exemption plat, and will provide written notice of such determination to the applicant.

A. If the proposed exemption plat is approved, the applicant will prepare and cause to be executed a mylar in form suitable for recording and, upon execution by appropriate parties, including the Town, the same will be recorded.

B. If approved with conditions, the notice letter will specifically describe the conditions required to be satisfied prior to preparation of mylars for execution and recording as described in clause A above. The applicant will have a period of three (3) months to revise the proposed exemption plat

to accomplish satisfaction of the stated conditions and resubmit to the planning director for review and confirmation in accordance with subparagraphs (5) and (6) of this Section.

C. If the application is denied, the notice letter will specifically describe the deficiencies in the application and/or proposed exemption plat. At any time after receipt of a notice of denial, an applicant may resubmit such application, with such modifications as may be appropriate to address the specified deficiencies, for reconsideration as a new application in accordance with the requirements set forth in this Section.

(9) The planning director's processing, review and final action with respect to exemption plat applications will be exempt from any posting and public notice requirements under the Code, including but not limited to Section 16-21-610 of the Zoning Code.

(10) Except as otherwise expressly set forth above in Section 17-6-80(3), no other engineering plans, public improvements, security guarantees, dedications, or fees will be required in connection with the approval and recording of an exemption plat pursuant to the exemption plat process. As such, any requirements set forth in Article 7 of Chapter 17, Articles 15 and 16 of Chapter 18, and Appendix C to the Code do not apply to the exemption plat process.

(11) Exemption plat parcels created by recording of an approved exemption plat must be replatted pursuant to the requirements set forth in Articles 5 and 6 of this Chapter prior to the construction of public improvements or issuance of building permits for habitable structures within such exemption plat parcels.

(12) The following provisions of Articles 1 through 9 of this Chapter 17 are incorporated in this Section by reference:

- A. Sec. 17-1-50. – Save harmless clause
- B. Sec. 17-1-60. – Disclaimer of liability
- C. Sec. 17-1-70. – Compliance required
- D. Sec. 17-1-80. – Remedies for violation
- E. Sec. 17-1-80. – Amendments
- F. Sec. 17-2-10. – Definitions
- G. Sec. 17-3-10. – Owner or agent may subdivide
- H. Sec. 17-3-30. – Exemptions
- I. Sec. 17-3-60 (a), (c)-(e). – Adequacy of applications

- J. Sec. 17-3-70. – Suspension of approval; service of written notice
- K. Sec. 17-3-80(a) – Permits for development; changes on final plat

6.6 Section 17-7-10. A new Subsection 17-7-10(d) is inserted as follows:

(d) Exemption plat. Notwithstanding anything in the Subdivision Regulations to the contrary, this Article 7 will not apply to the approval and recording of an exemption plat pursuant to the exemption plat process. As provided in Section 17-6-80(9), the exemption plat process is exempt from and is not subject to this Article 7 and no subdivision improvements agreement or public improvements will be required in connection with the approval or recording of an exemption plat.

6.7 Section 17-7-20. Section 17-7-20 is amended as follows:

(a) A new Subsection 17-7-20(1)h. is inserted as follows:

h. For improvements comprising Bolts Water Treatment System and Bolts Water Distribution System infrastructure that are to be constructed by ERWSD or for which ERWSD has separately required and obtained collateral as security in accordance with applicable ERWSD regulations, the Town shall not require collateral as security under the applicable subdivision improvements agreement.

(b) A new Subsection 17-7-20(3)c. is inserted as follows:

c. The foregoing provisions of this Section 17-7-20(3) shall not apply to final plats for property within the Battle Retained Parcels.

**SECTION 7
BUILDING CODE AMENDMENTS**

7.1 Section 18-2-20. A new Subsection 18-2-20(16) is inserted as follows:

(16) Notwithstanding anything in this Chapter 18 to the contrary, the Bolts Lake Property Water Service Regulations set forth in Article 8 of Chapter 13 and Section 6.02, Appendix C to the Town Code are the exclusive requirements applicable to water supply for development within the Battle Retained Parcels (as such term is defined in Section 13-1-10).

7.2 Section 18-16-10. A new Subsection 18-16-10(d) is inserted as follows:

(d) Notwithstanding any provision of this Article 16 inconsistent therewith, no impact fees shall be due in connection with the approval or recording of an exemption plat pursuant to the exemption plat process (as such terms are defined in Section 17-2-10).

7.3 Exemptions from Appendix C of Town Code. Appendix C is amended as follows:

- (a) Chapter 1. A new Section 2 is inserted as follows:

SECTION 2 – EXEMPTIONS

2.01 – EXEMPTION PLAT PROCESS

Pursuant to Section 17-6-80(9) of the Town Code, the standards, specifications, submittals, and approvals set forth in this manual shall not apply to the exemption plat process (as defined in Section 17-2-10), any exemption plat or any exemption plat parcel (as such terms are defined in Section 17-2-10) within the Bolts Lake Property.

- (b) Chapter 5. A new Section 6.02 is inserted as follows:

6.02 – Battle Retained Parcels

Pursuant to Chapter 13 of the Town Code and the Bolts Development Agreement (as defined in Section 13-1-10), ERWSD shall provide water services within the Battle Retained Parcels (as such term is defined in Section 13-1-10). The design and construction of the Bolts Water Distribution System (as such term is defined in Section 13-1-10) will be subject to the applicable ERWSD regulations and Section 1, Sections 2.01-2.02, and Section 3.01 of this Chapter 5. If any explicit or implicit conflict exists between the above-mentioned sections of this Chapter 5 and the applicable requirements of the ERWSD regulations or the Eagle River Fire Protection District, such ERWSD regulations or Eagle River Fire Protection District regulations, as applicable, shall govern and control.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE ____ DAY OF _____ 202[___]. 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 ____ DAY OF _____, 202[___] AT ____ 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 ____ DAY OF _____, 202[___].

THIS ORDINANCE WILL BE LEGALLY EFFECTIVE THIRTY (30) DAYS AFTER PUBLICATION FOLLOWING THE DATE ON WHICH TOWN COUNCIL APPROVED THIS ORDINANCE ON SECOND READING; PROVIDED, HOWEVER, AND NOTWITHSTANDING SUCH EARLIER EFFECTIVE DATE OF THIS ORDINANCE, THE CODE AMENDMENTS SET FORTH IN THIS ORDINANCE WILL NOT BE LEGALLY EFFECTIVE OR BINDING ON ANY PARTY PRIOR TO IMPLEMENTATION OF THE SETTLEMENT AS DEFINED IN AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

**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 INTERESTS; 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

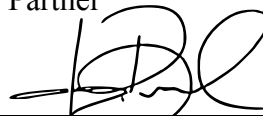
Battle One Developer, LLLP,
a Georgia limited liability limited partnership

By: Bassel Battle Investment, Corp.,
a Colorado corporation,
its General Partner

By: 
Name: Lorne Bassel
Title: President

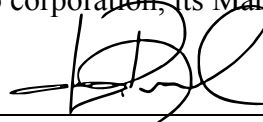
Battle Two Developer, LLLP,
a Georgia limited liability limited partnership

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

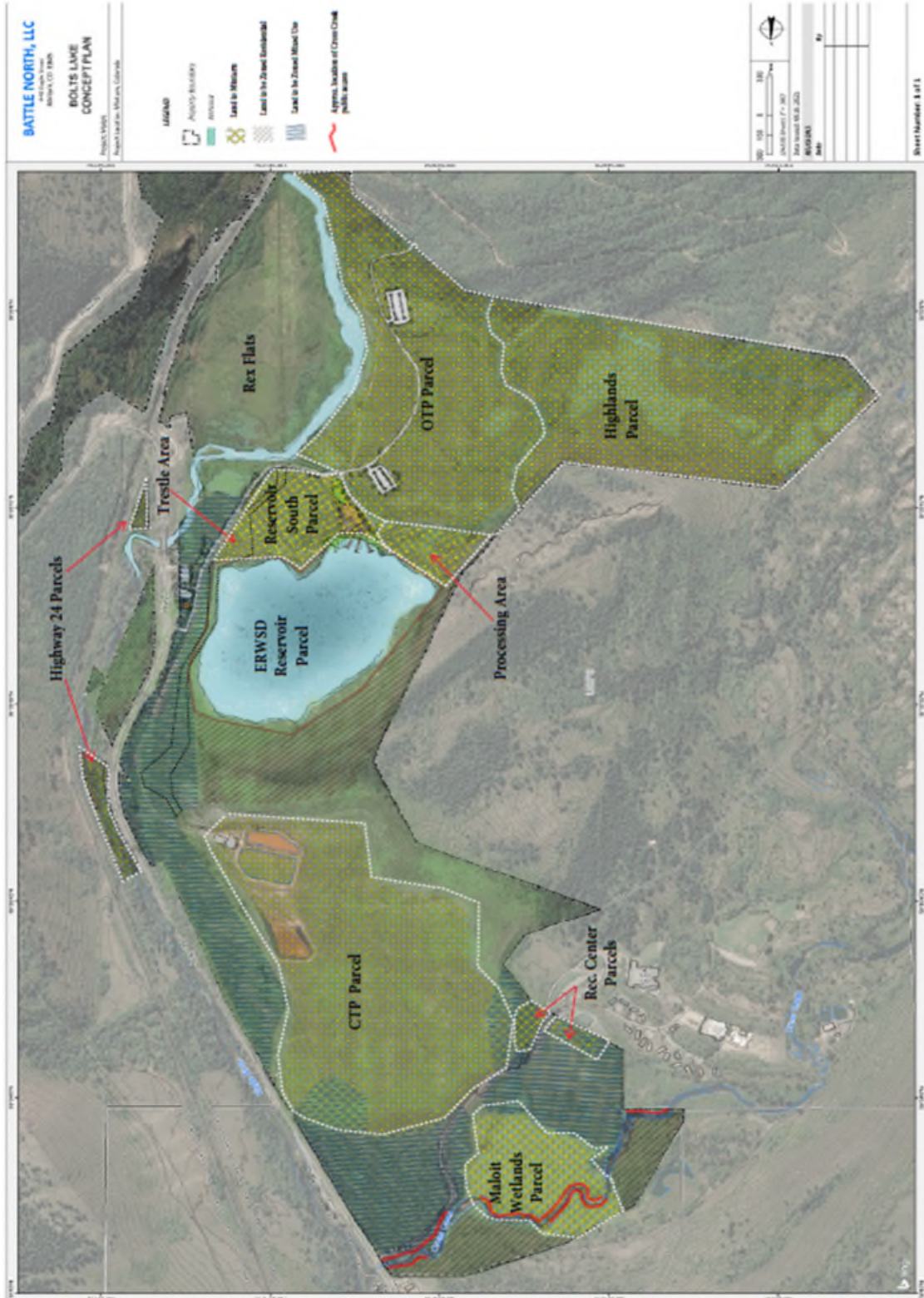


Exhibit A
to Settlement Agreement
Page 1

**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____.

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)

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: March 1, 2024
TO: Planning & Zoning Commission
FROM: Karp Neu Hanlon, P.C.
RE: Battle Mountain Settlement Agreement Amendment

The Town and Battle Mountain entered into a settlement agreement providing a process for review and approval of various land use applications. The settlement agreement had a term that the various land use applications would be approved by March 5 (Approvals Deadline) with an outside termination of April 30, 2024. As the Approvals Deadline is approaching, the Town and Battle Mountain desire to provide additional time for full review and processing of the various Battle Mountain applications. The attached resolution will approve the First Amendment to the settlement agreement extending the Approvals Deadline to June 20 and the outside termination date to July 18. Staff supports approval of the First Amendment.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 11 - SERIES 2024**

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN 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 “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, the Settlement Agreement’s Approvals Period expires on March 6, 2024 and the outside expiration date for the term set forth in Section 9 of the Settlement Agreement is April 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 First 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 6th day of March, 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

Exhibit A
First Amendment to Settlement Agreement
[to be inserted]

**FIRST AMENDMENT TO
SETTLEMENT AGREEMENT**

This FIRST AMENDMENT TO SETTLEMENT AGREEMENT (this “**First Amendment**”) is made and entered into as of _____ (“**First 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 First 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 “**Settlement Agreement**”) by and among the Parties. Capitalized terms used in this First Amendment have the meanings assigned to such terms in the Settlement Agreement.

B. 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.

C. The Approvals Period currently expires on March 6, 2024 and the outside expiration date for the term set forth in Section 9 of the Settlement Agreement is April 30, 2024.

D. Following the Effective Date, Battle and the Town have worked diligently to prepare and process applications for and drafts of the Approvals. However, the Parties will be unable to obtain Town Council’s final action on the Approvals prior to the expiration of the Approvals Period or implement the Settlement prior to expiration of the Settlement Agreement term.

E. The Parties desire to amend the Settlement Agreement to extend the Approvals Period and expiration of the term as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals (which are incorporated in this First Amendment), the terms, conditions and covenants set forth in this First 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 June 20, 2024.
2. **Term.** Section 9 of the Settlement Agreement is amended to extend the outside expiration date of the Settlement Agreement term set forth in clause (b) through and including July 18, 2024.
3. **Effect of Amendment.** Except as expressly modified by this First 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 First Amendment and the terms of the Settlement Agreement, the provisions of this First Amendment will govern and control.
4. **Governing Law.** This First 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 First Amendment (including a PDF) executed by a Party will be accepted as an original signature for all purposes. This First 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 First Amendment as of the First 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

Karp Neu Hanlon PC

ATTORNEYS AT LAW

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Suite 224
Montrose, CO 81402

Office: 970.945.2261
Fax: 970.945.7336
*[*Direct Mail to Glenwood Springs](#)*

DATE: March 1, 2024
TO: Planning & Zoning Commission
FROM: Karp Neu Hanlon, P.C.
RE: Battle Mountain termination of PUD zoning from 2008

As part of the approvals for the Battle Mountain ski area development back in 2008, the Town Council approved a preliminary planned unit development plan and environmental impact report (resolution #18 series 2008) for the property. This document created the zoning for the ski area development. With the adoption of the Battle Mountain code amendments in 2024, the prior PUD zoning will be displaced by the creation of new Bolts Lake zone districts. To that end, a resolution formally terminating the PUD zoning for the Battle Mountain property is required. It is important to note that the legal description in the Resolution does not include the reservoir area conveyed to Eagle River Water and Sanitation District. The 2008 planned unit development plan includes zoning that allows for reservoir uses on that land. To that end, the original zoning will remain in place for that single parcel.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 12 - SERIES 2024**

**A RESOLUTION TERMINATING THE PLANNED UNIT
DEVELOPMENT PRELIMINARY PLAN AND BATTLE
MOUNTAIN PUD GUIDE (RESOLUTION NO. 18-2008).**

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.

WHEREAS, The Town is authorized by the Local Government Land Use Control Enabling Act of 1974, § 29-20-101 through § 29-20-108, C.R.S., as amended, and § 31-23-301, C.R.S., as amended, to plan for and regulate the use of land within the Town’s jurisdiction, and to enact zoning, subdivision, and other land use and development regulations.

WHEREAS, On February 27, 2008, Town Council approved the Planned Unit Development Preliminary Plan and Battle Mountain PUD Guide pursuant to Resolution No. 18-2008 (“PUD Preliminary Plan”) for the property set forth therein, which property includes, but is not limited to, the certain property legally described and graphically depicted in Exhibit A attached hereto (“Battle North Property”).

WHEREAS, On March 6, 2024, Town Council approved the rezoning of the Battle North Property pursuant to Ordinance No. 1, Series 2024.

WHEREAS, In connection with the rezoning of the Battle North Property, the Town seeks to clarify that the PUD Preliminary Plan is terminated as it applies to the Battle North Property.

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

1. The foregoing recitals are incorporated herein as if set forth in full.
2. The Town Council hereby terminates the PUD Preliminary Plan as it applies to the Battle North Property described in Exhibit A attached hereto. Accordingly, the Battle North Property is released from the encumbrance of the PUD Preliminary Plan, which is of no further force or effect as applied to the Battle North Property.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 6th day of March, 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

Exhibit A**Legal Description of the Battle North Property****Exemption Plat Parcels 1-5 and 9-16 Legal Description**

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 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, H.E.S. 41, 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 and 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: Nelson Addition (Book 131 Page 76), H.E.S. 46, Mineral Survey 19500 - Brooklyn Placer, Mineral Survey 20043 - May No. 5 Lode, Mineral Survey 20257 - May No. 14 and May No. 15, Mineral Survey 20461 - Ruby Lode, H.E.S. 40 and Mineral Survey 19856 - River Bend Mill Site; and excepting the parcel described in Book 380 Page 574; 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 491.16 feet to a point on said westerly right-of-way of U.S. Highway 24;

thence the following four 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 S30°36'24" E a distance of 57.84 feet;
2. S 32°47'53" E a distance of 199.00 feet;
3. 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;
4. 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 line 1-2 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 S16°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°15'08" 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; thence the following sixteen courses along said center of the Eagle River:

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 68.33 feet;
6. S 33°39'49" W a distance of 288.54 feet;
7. S 38°27'21" W a distance of 172.00 feet;
8. S 19°18'51" W a distance of 106.00 feet;
9. S 07°08'39" E a distance of 140.00 feet;
10. S 24°25'48" E a distance of 132.00 feet;
11. S 11°21'54" E a distance of 374.00 feet;
12. S 16°33'40" E a distance of 326.72 feet;
13. S 15°15'48" E a distance of 154.00 feet;
14. S 02°48'58" E a distance of 158.00 feet;
15. S 39°00'16" E a distance of 132.00 feet;
16. S 53°11'20" E a distance of 209.22 feet to a point on the westerly side of the right-of-way of the Union Pacific Railroad;

Thence the following three courses along said westerly right-of-way of the Union Pacific Railroad as described:

1. along said 1-2 line N 13°07'52" W a distance of 39.09 feet;
2. 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;
3. 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;

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°49'13" W a distance of 141.71 feet;

3. 577.96 feet along the arc of a tangent curve to the left having a radius of 873.26 feet, a central angle of $37^{\circ}55'13''$, and the chord bears $S 10^{\circ}01'01'' W$ 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 $02^{\circ}49'57''$, and the chord bears $S 10^{\circ}21'34'' E$ a distance of 132.70 feet;

5. $S 11^{\circ}46'32'' E$ 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" $N 16^{\circ}11'23'' W$ 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" $N 12^{\circ}07'10'' W$ 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" $N 45^{\circ}47'44'' W$ 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 five courses along said H.E.S. No. 41:

1. along line 5-6 $N 79^{\circ}06'56'' W$ a distance of 2,661.26 feet to Angle Point 5;
2. along line 4-5 $N 38^{\circ}40'30'' W$ a distance of 385.83 feet to Angle Point 4;
3. along line 3-4 $N 44^{\circ}15'35'' E$ a distance of 992.47 feet to Angle Point 3;
4. along line 2-3 $S 82^{\circ}15'42'' E$ a distance of 1,508.05 feet to Angle Point 2;
5. along line 1-2 $N 39^{\circ}24'50'' E$ 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 $N 23^{\circ}21'23'' E$ a distance of 1,564.21 feet to Angle Point 6;
2. along line 6-7 $N 25^{\circ}10'25'' W$ 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" $N 67^{\circ}56'00'' W$ 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" $N 67^{\circ}56'00'' W$ 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 $N 69^{\circ}12'00'' E$ 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. $N 34^{\circ}17'20'' E$ 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 S 89°58'35" W a distance of 420.19 feet to the point of beginning, Exemption Plat Parcels 1-5 and 9-16 containing 410.56 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; 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 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 2.81 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, 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 S14°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 S14°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 546.66 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°07'14" 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 5.57 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 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, Parcel 6 containing 0.52 acres more or less.

**EXCEPTING THE FOLLOWING PARCELS WHICH HAVE BEEN TRANSFERRED
TO EAGLE RIVER WATER AND SANITATION DISTRICT AND AUTHORITY**

Reservoir Parcel 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.

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 37°39'01" W a distance of 5280.23 feet; thence S 70°24'37" W a distance of 321.43 feet; thence S 88°25'20" W a distance of 133.35 feet; thence N 40°19'21" W a distance of 209.57 feet; thence S 37°10'39" W a distance of 380.51 feet; thence S 88°48'40" W a distance of 208.38 feet; thence N 53°11'01" W a distance of 658.80 feet; thence N 29°33'21" E a distance of 904.04 feet; thence N 62°05'59" E a distance of 597.19 feet; thence N 77°20'34" E a distance of 590.72 feet; thence S 70°32'11" E a distance of 192.32 feet; thence S 03°57'24" E a distance of 329.65 feet; thence S 08°36'11" W a distance of 122.85 feet; thence 74.09 feet along the arc of a tangent curve to the right having a radius of 230.00, a central angle of 18°27'27", and the chord bears S17°49'54"W a distance of 73.77 feet; thence S27°03'38"W a distance of 170.68 feet; thence 22.79 feet along the arc of a tangent curve to the right having a radius of 180.00, a central angle of 7°15'16", and the chord bears S30°41'16"W a distance of 22.78 feet; thence S34°18'54"W a distance of 88.83 feet; thence 74.76 feet along the arc of a tangent curve to the left having a radius of 131.74, a central angle of 32°30'56", and the chord bears S18°03'26"W a distance of 73.76 feet; thence S01°47'58"W a distance of 431.39 feet to the point of beginning containing 41.29 acres more or less.

Dam Parcel Legal Description

An area of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado.

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 48°36'05" W a distance of 4568.24 feet; thence S 61°06'46" E a distance of 234.05 feet; thence S 22°22'09" W a distance of 746.23 feet; thence S 00°00'00" E a distance of 181.43 feet; thence S 34°56'03" W a distance of 213.62 feet; thence N 01°47'58" E a distance of 431.39 feet; thence 74.76 feet along the arc of a tangent curve to the right having a radius of 131.74 feet, a central angle of 32°30'56", and the chord bears S 18°03'26" W a distance of 73.76 feet; thence N 34°18'54" E a distance of 88.83 feet; thence 22.79 feet along the arc of a tangent curve to the left having a radius of 180.00 feet, a central angle of 07°15'16", and the chord bears S 30°41'16" W a distance of 22.78 feet; thence N 27°03'38" E a distance of 170.68 feet; thence 74.09 feet along the arc of a tangent curve to the left having a radius of 230.00 feet, a central angle of 18°27'27", and the chord bears S 17°49'54" W a distance of 73.77 feet; thence N 08°36'11" E a distance of 122.85 feet; thence N 03°57'24" W a distance of 222.27 feet to the point of beginning containing 3.06 acres more or less.

Inlet Parcel Legal Description

A Parcel of land 40 feet in width located in H.E.S. No. 41 as patented March 7, 1912 in Section 2, Township 6 South, Range 81 West, 6th P.M., for the purpose of constructing, operating and maintaining a water supply conveyance structure consisting of open channels and/or pipelines to supply water to Bolts Lake Reservoir from the Eagle River and from Cross Creek, more particularly described as follows:

Beginning at a point on the westerly boundary of the OTP Area as described on an Exhibit prepared by Gamba & Associates, Inc., dated January 18, 2018 on behalf of Battle Mountain, whence Corner No. 2 of said H.E.S. 41, being an original stone monument found in place, bears S64°05'11" W a distance of 376.68 feet;

Thence from the Point of Beginning the following 15 courses along the northerly boundary of said 40-ft wide Easement:

1. thence N24°43'37"W a distance of 57.52 feet;
2. thence N02°34'28"W a distance of 50.51 feet;
3. thence N17°36'42"E a distance of 57.23 feet;
4. thence N23°06'54"E a distance of 15.58 feet;
5. thence N10°13'05"E a distance of 33.85 feet;
6. thence N51°21'28"E a distance of 144.42 feet;
7. thence N80°01'14"E a distance of 245.49 feet;
8. thence N75°30'49"W a distance of 122.70 feet;
9. thence S89°25'59"W a distance of 54.63 feet;
10. thence N22°13'41"W a distance of 55.35 feet;
11. thence N51°17'35"E a distance of 30.98 feet;
12. thence S87°20'19"E a distance of 69.22 feet;
13. thence S43°32'09"E a distance of 86.00 feet;
14. thence N87°52'49"E a distance of 154.45 feet;
15. thence N66°03'04"E a distance of 185.03 feet to a point on the southerly boundary of the Bolts Lake Reservoir Area as described on an Exhibit prepared by Gamba & Associates, Inc., dated February 1, 2019 on behalf of Battle North LLC;

Thence the following two courses along said southerly boundary of the Bolts Lake Reservoir Area;

1. thence S53°11'01"E a distance of 19.42 feet;
2. thence N88°48'40"E a distance of 59.59 feet;

Thence leaving said southerly boundary of the Bolts Lake Reservoir Area the following 16 courses along the southerly boundary of said 40-ft wide Easement:

1. thence S66°03'04"W a distance of 257.18 feet;
2. thence S87°52'49"W a distance of 180.21 feet;
3. thence N43°32'09"W a distance of 87.98 feet;
4. thence N87°20'19"W a distance of 40.88 feet;
5. thence S22°13'41"W a distance of 75.43 feet;
6. thence S89°25'59"W a distance of 86.49 feet;
7. thence N75°30'49"W a distance of 119.31 feet;
8. thence S80°01'14"W a distance of 226.60 feet;

9. thence S51°21'28"W a distance of 119.19 feet;
10. thence S10°13'05"W a distance of 23.36 feet;
11. thence S23°06'54"W a distance of 18.18 feet;
12. thence S17°36'42"W a distance of 48.19 feet;
13. thence S02°34'28"E a distance of 35.56 feet;
14. thence S24°43'37"E a distance of 4.16 feet;
15. thence S10°13'05"W a distance of 16.93 feet;
16. thence S19°01'53"W a distance of 43.82 feet,

to the Point of Beginning, containing 1.23 acres more or less.

Cross Creek Parcel Legal Description

A parcel of land 40 feet in width located in H.E.S. No. 41 as patented March 7, 1912 in Section 2, Township 6 South, Range 81 West, 6th P.M., for the purpose of constructing, operating and maintaining a water supply conveyance structure consisting of open channels and/or pipelines to supply water to Bolts Lake Reservoir from Cross Creek, more particularly described as follows:

Beginning at a point on the 4-5 line of said H.E.S. No. 41 whence Comer No. 5 of said H.E.S. 41, being an original stone monument found in place, bears S38°40'30"E a distance of 209.77 feet; thence from the Point of Beginning N38°40'30"W a distance of 42.22 feet along said 4-5 line of said H.E.S. No. 41;

thence leaving said 4-5 line the following 52 courses along the northern boundary of said 40-ft wide 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°03'29"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 to a point on the westerly boundary of a 40-ft wide Easement for a water supply conveyance structure from the Eagle River to Bolts Lake;

thence S14°44'58"E a distance of 4.99 feet along the westerly boundary of a 40-ft wide Easement for a water supply conveyance structure from the Eagle River to Bolts Lake; thence S11°51'41"E a distance of

38.71 feet along said westerly boundary of a 40-ft wide Easement for a water supply conveyance structure from the Eagle River to Bolts Lake;

thence leaving said westerly boundary the following 52 courses along the southern boundary of said 40-ft wide 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°03'29"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 2.496 acres more or less.

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



Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Sage Pierson
Tom Priest

Minturn Town Council Hearing

Woodruff / Feiger Zone District Amendment Proposal Lot 3A, South Minturn Addition 998 Main Street

Hearing Date:	March 6, 2024
File Name and Process:	Lot 3A, South Minturn Addition Subdivision Zone District Map Amendment
Owner/Applicant:	John “Woody” Woodruff and Lynn Feiger
Representative:	John “Woody” Woodruff
Legal Description:	Lot 3A, South Minturn Addition Subdivision
Existing Zoning:	South Town Character Area - Commercial Zone District
Proposed Zoning:	South Town Character Area - Residential Zone District
Staff Member:	Scot Hunn, Planning Director
Recommendation:	Approval

Staff Report

I. Summary of Request:

The Applicants, Mr. John A. “Woody” Woodruff, and Ms. Lynn Feiger, propose to rezone a portion of their property, Lot 3, South Minturn Addition Subdivision, located at 998 Main Street, from South Town Character Area Commercial Zone District to South Town Character Area Residential Zone District.

Concurrent with this rezoning request, the Applicants are working with the Town to process a minor subdivision application – dividing Lot 3 into two lots, Lot 3A and Lot 3B – for the purpose of facilitating this rezoning request and to facilitate continued residential use on future Lot 3A

while allowing for the eventual redevelopment of Lot 3B for commercial purposes, pursuant to the Town’s goals and policies. Therefore, this report and staff’s findings reference and apply to rezoning of “Lot 3A.”

The Town of Minturn Planning Commission considered this rezoning request at their regular meeting of February 28, 2024, and unanimously forwarded a recommendation for approval to the Town Council based on findings that the request meets the Town’s requirements, standards, and policies.

II. Summary of Process and Code Requirements:

The following section sets forth those sections of the Town of Minturn Municipal Code (MMC) applicable to the processing and review of amendments to the text of the Land Use Regulations (Chapter 16 - Zoning), or the official zone district map for the Town.

Section 16-21-410 - Amendments to text of Land Use Regulations or Character Area and Zone District Map.

All amendments to the text of these Land Use Regulations or amendments to the Character Area Zoning Map shall comply with the following procedures and meet the standards set forth in this Division.

Section 16-21-420 - Purpose.

The purpose of this Division is to provide a means for changing the boundaries or any other map incorporated herein by reference, and for changing the text of these Land Use Regulations. It is not intended to relieve particular hardships or to confer special privileges or rights on any person, but only to make necessary adjustments in light of changed conditions.

Sec. 16-21-430 - Initiation.

- (a) Map amendment. An application for an amendment to the Character Area Zoning Map or any other map incorporated in these Land Use Regulations may be proposed by the Town Council, the Planning Commission, the Planning Director or the owner or another person having a recognized interest in the land affected by a proposed amendment, or his or her authorized agent.*
- (b) Regulation amendment. An application for an amendment to the text of these Land Use Regulations may be proposed by the Town Council, the Planning Commission, the Planning Director, the owner or another person having a recognized interest in land in the Town or his or her authorized agent, or any citizen of the Town.*
- (c) Application contents. An application for an amendment to the Character Area Zoning Map, any other map incorporated in these Land Use Regulations or an application for*

an amendment to the text of these Land Use Regulations shall contain the materials specified in [Section 16-21-690](#) of this Article and the following additional materials:

- (1) Precise wording. If the application is for an amendment to the text, the precise wording of the proposed change shall be provided.*
- (2) Map amendment. If the application requests an amendment to the Character Area Zoning Map or any other map incorporated in these Land Use Regulations, it shall include a map showing the present Character Area and zoning, and other designations of the subject property and of all adjacent properties. For a proposed amendment to the Character Area Zoning Map, the map shall be a survey that accurately describes the dimensions of the subject property, including its size in square feet or acres. This survey shall be accompanied by a written statement or map describing the existing uses of the subject property and on adjacent properties and a conceptual site plan showing, in general terms, the property's proposed layout, use, density and the timing for its development.*

Staff Response:

An application has been filed by the property owner having a recognized interest in the land affected by a proposed amendment. The Applicants are working with the Town to process a minor subdivision – dividing Lot 3 into two lots, Lot 3A and Lot 3B – for the purpose of facilitating this rezoning request and to facilitate continued residential use of future Lot 3A while allowing for the eventual redevelopment of Lot 3B for commercial purposes, pursuant to the Town’s goals and policies.

Therefore, the Applicants have provided a draft minor subdivision plat (see below excerpt from that plat document highlighting the two lots to be created) which has already been reviewed by the Town and its consultants; has been found in compliance with the Town’s final plat requirements; and which is anticipated to be administratively approved.

Last, staff have provided a map exhibit showing the existing zoning as well as proposed zoning (attached as Exhibit A at the end of this report). No development is currently proposed, although Lot 3 has two existing uses – a single family dwelling unit on the eastern portion of the lot, as well as the “Lucero’s” gas station use on the western portion fronting on Hwy. 6.

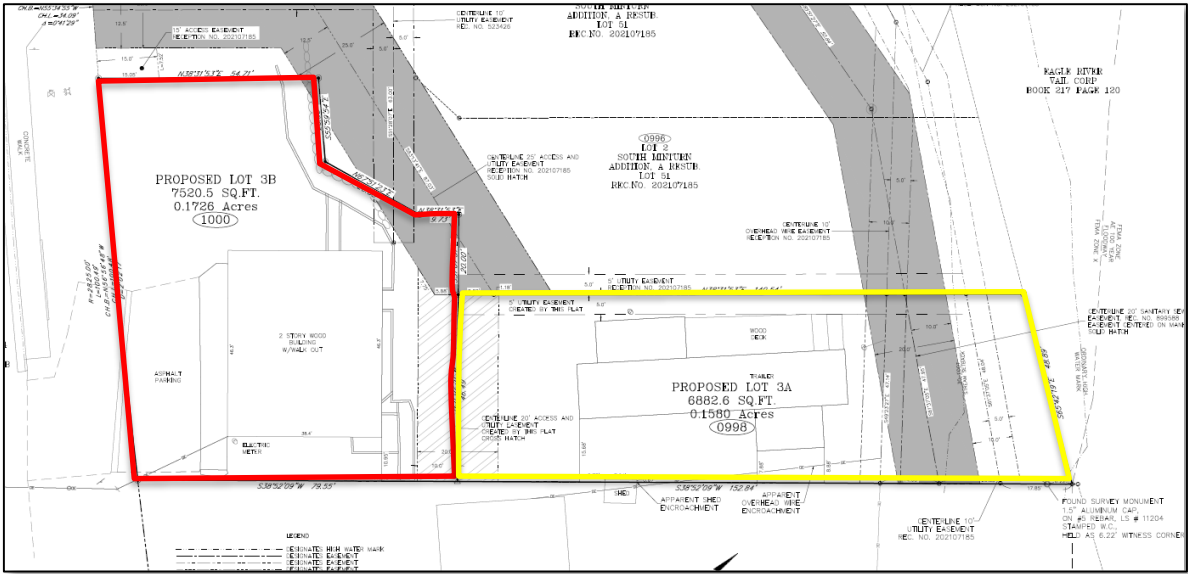


Figure 1: Draft Plat Excerpt Showing Proposed Lot 3A (Yellow - Residential) and Lot 3B (Red - Commercial).

Section 16-21-440 - Procedure.

- (a) *Review of applications. The submission of an application for an amendment, determination of its sufficiency, staff review and notice and scheduling of a public hearing for an application for amendment to the Character Area Zoning Map, any other map incorporated in these Land Use Regulations or the text of these Land Use Regulations shall comply with the procedures established in this Chapter.*
- (b) *Review and recommendation of Planning Commission. The Planning Commission shall conduct a public hearing on an application for amendment to the Character Area Zoning Map, any other map incorporated in these Land Use Regulations or the text of these Land Use Regulations. At the public hearing, the Planning Commission shall consider the application, the relevant support materials, the staff report and the public testimony given at the public hearing. After the close of the public hearing, the Planning Commission shall recommend to the Town Council either to approve or disapprove the application based on the standards in this Chapter and forward the application to the Town Council.*
- (c) *Action by Town Council. After receipt of the recommendation from the Planning Commission, the Town Council shall conduct a public hearing on the application. At the public hearing, the Town Council shall consider the application, the relevant support materials, the staff report, the Planning Commission recommendation and the public testimony given at the public hearing. After the close of the public hearing, the Town Council, by a majority vote of the quorum present, shall either approve or disapprove the application based on the standards in this Chapter. Any amendment to*

the Character Area Zoning Map, any other map incorporated in these Land Use Regulations or the text of these Land Use Regulations approved by the Town Council shall be adopted by ordinance.

Staff Response:

Public notice was provided for public hearings before the Planning Commission on February 28, 2024, and the Minturn Town Council on March 6, 2024, in accordance with the requirements of the MMC.

Section 16-21-450 - Standards

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

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

Staff Response:

Lot 3 is bordered on two sides (north and south) by residentially zoned properties, both of which are developed for residential uses. The intent of the owner is to rezone the eastern portion of Lot 3 - which fronts on the Eagle River - as residential (to match or be more consistent with surrounding residential uses that also front on the Eagle River) concurrently with the approval of a minor subdivision to divide Lot 3 into Lots 3A and 3B, thus allowing Lot 3B (the location of the existing Lucero's gas station building) to remain commercial which is appropriate for a property fronting on Hwy. 24. Both lots to be created by the minor subdivision will meet the minimum lot size requirements for the Residential and Commercial Zone Districts, respectively.

The 2023 Community Plan Future Land Use Map shows Lot 3 and the surrounding properties located on the east side of Hwy. 24 in South Town as being appropriate for residential and/or mixed use in the future.

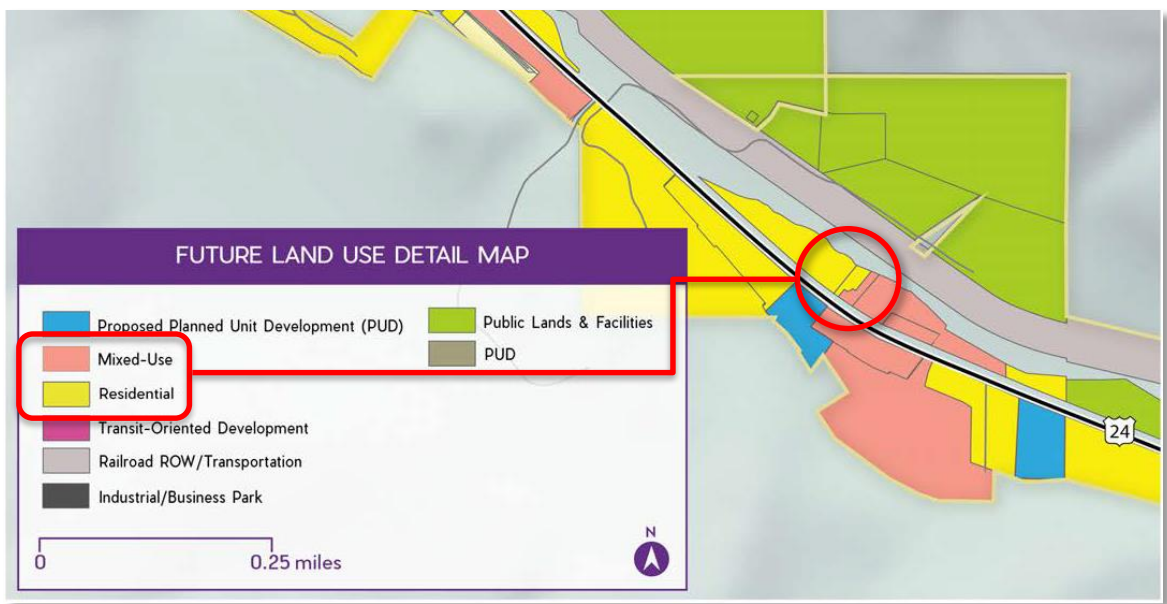


Figure 2: Excerpt 2023 Minturn Community Plan Future Land Use Map

This recommendation in the Community Plan stems from the fact that the area has, historically, been developed over time into a mix of single-family, duplex, and multi-family residential uses, along with service and retail commercial uses. A mixed-use future land use designation recognizes and reflects the existing use and a desire by the Town to see this area continue to remain mixed.

Last, the proposed rezoning of Lot 3A from Commercial to Residential supports the policies and purposes of the South Town Character Area which aims to permit ongoing residential uses alongside service commercial uses that are not found elsewhere in the community.

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

Staff Response:

The proposed rezoning of a portion of Lot 3 (to be applied to a future Lot “3A” proposed by a minor subdivision that is currently being processed by the Town) from Commercial to Residential is consistent and compatible with existing and proposed uses surrounding the subject property. Lot 3 is bordered on two sides (north and south) by residential zoning and uses and the subject property is served by adequate services (access, water, and wastewater) to support single-family residential use. While a residential structure already exists on the easternmost portion of Lot 3, any future redevelopment (for residential purposes) will need to adhere to current development standards and dimensional limitations (setbacks, building height, and lot coverage limits).

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

Staff Response:

Lot 3 was created in 2021 as part of the South Minturn Addition Minor Subdivision. At that time, Lots 1, 2, and 3 of the subdivision were zoned Commercial. Shortly following the approval of the subdivision, Lots 1 and 2 were rezoned to Residential to permit development of single-family homes and to ensure the zoning aligned with the size of Lots 1 and 2 (which were smaller than Lot 3), while Lot 3 – which already had one single-family residential structure and one commercial structure – remained Commercially zoned. This permitted the continuation of both residential and commercial uses on Lot 3. At that time, the property owner intended to continue the residential use on Lot 3 while redeveloping or renovating the commercial use (Lucero’s Gas Station). The property owner has since decided against redevelopment of the commercial structure and, instead, intends to divide Lot 3 to allow continued use of the residential structure on future Lot 3A for rental purposes and to permit the potential sale and redevelopment of Lot 3B by another party in the future.

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

Staff Response:

There will be no adverse impacts on the natural environment as a result of the proposed rezoning from Commercial to Residential. To the contrary, the rezoning request for the easternmost portion of Lot 3 (future Lot 3A) should be viewed as a downzoning, where future permitted land uses will be less intense than what would be permitted within the Commercial Zone District. Lot 3 is already developed – with one residential structure and a commercial structure – and the rezoning of the easternmost portion of Lot 3 will merely allow for continued residential use.

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

Staff Response:

Rezoning and continued use of the existing residential structure located on the eastern portion of Lot 3 (future Lot 3A), particularly for continued rental housing, addresses a demonstrated community need.

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

Staff Response:

The proposed rezoning promotes logical and orderly development and does not constitute spot zoning. Lot 3 is bordered on two sides by residential zoning – which extends to the north and south and covers significant numbers of adjacent or surrounding properties – and the property is already served by necessary and adequate public facilities and services.

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

Staff Response:

Lot 3 was created in 2021 as part of the South Minturn Addition Minor Subdivision. At that time, Lots 1, 2, and 3 of the subdivision were zoned Commercial. Shortly following the approval of the subdivision, Lots 1 and 2 were rezoned to Residential to permit development of single-family homes and to ensure the zoning aligned with the size of Lots 1 and 2 (which were smaller than Lot 3), while Lot 3 – which already had one single-family residential structure and one commercial structure – remained Commercially zoned. This permitted the continuation of both residential and commercial uses on Lot 3. At that time, the property owner intended to continue the residential use on Lot 3 while redeveloping or renovating the commercial use (Lucero’s Gas Station). The property owner has since decided against redevelopment of the commercial structure and, instead, intends to divide Lot 3 to allow continued use of the residential structure on future Lot 3A for rental purposes and to permit the potential sale and redevelopment of Lot 3B by another party in the future. Rezoning that portion of the lot that will become Lot 3A from commercial to residential – consistent with what exists on the lot today as well as the surrounding residential uses – serves the public’s interests.

III. Zoning Analysis:

The subject property is located within the “South Town Character Area” Commercial Zone District. Directly to the north and south, on either side of the property is the South Town Character Area Residential Zone.

The description and purpose of the South Town Commercial Zone District are as follows:

- “(a) The South Town Commercial Zone is bisected by Main Street or Highway 24 and is characterized by a mix of retail, service businesses and residential areas. The South Town Commercial Zone provides services to both residents and the passing motorist. The commercial development can grow but should not significantly impact the residential areas.*
- “(b) The purpose of this area is to provide convenient commercial services to residents and motorists while minimizing the impact on nearby residential uses. South Town provides an area for commercial activities that are not easily accommodated in Old Town while maintaining the visual character and scale. An objective is to facilitate*

small business development and economic vitality with land uses that are compatible and supportive, such as retail, office, services and institutional uses.”

- Town of Minturn Town Code Section 16-7-30

Similarly, the description and purpose of the South Town Residential Zone District are as follows:

“(a) The neighborhood is bisected by Highway 24 and is characterized by single-family residences and accessory buildings. The residences are typically one (1) and two (2) stories, with outbuildings on larger lots than found in Old Town. Low-density residential and public recreational and open space use along the Eagle River is encouraged. Higher density residential development can be accommodated on the south side of Main Street if it remains in character and all impacts are adequately addressed.

“(b) The purpose of this area is to provide for continued residential use that benefits from proximity along the Eagle River. New development and redevelopment should preserve the unique character and scale of the neighborhood. An objective is to retain the residential areas as quiet and safe neighborhoods while allowing for compatible and appropriate nearby commercial. This area can accommodate reasonable growth where land and services are available.”

- Town of Minturn Town Code Section 16-7-20

Staff respectfully suggests that the proposed rezoning from Commercial to Residential Zone District, particularly given the current nature and character of residential structures located surrounding the subject property, will maintain and support the purpose and intent of the South Town Character Area as well as the Town’s community plan and strategic goals.

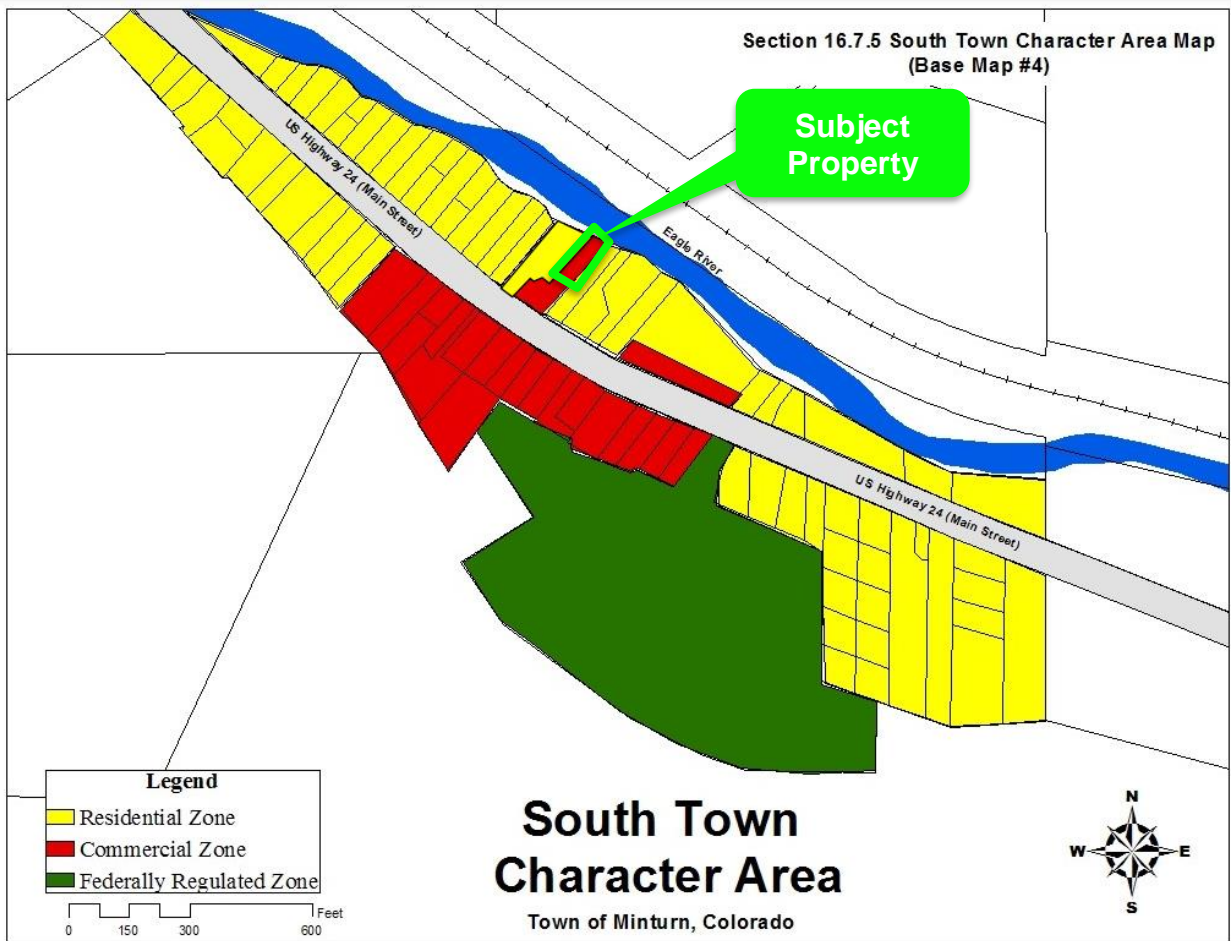


Figure 3: South Town Character Area Zoning Map

IV. Planning Commission Summary

During their regularly scheduled meeting of February 28, 2024, the Planning Commission held a public hearing to consider the rezoning request for Lot 3A. As part of the Planning Commission’s discussions and deliberations on the matter, clarifying questions were asked regarding the sequence of zoning ordinance approval relative to the administrative approval of the minor subdivision to create Lot 3A. Staff explained that the minor subdivision to create Lot 3A cannot be finally approved until zoning is applied to the area of Lot 3A (based on the legal description created by the draft minor subdivision plat) due to the lot size being created; Residential zoning (which requires a minimum lot size of 5,000 sq. ft.) will permit the proposed 6,882 sq. ft. Lot 3A to be created.

One member of the public – an adjacent property owner – spoke in favor of the rezoning request stating that creating Lot 3A as a residential lot will be more compatible with surrounding zoning and uses.

The Planning Commission voted unanimously to forward a recommendation for approval of the rezoning request and Ordinance No. 2, Series 2024.

V. Staff and Planning Commission Recommendation: Approval

Staff and the Planning Commission are recommending **approval** of the proposed rezoning request for Lot 3A, South Minturn Addition, located at 998 Main Street, to change the zoning from South Town Character Area Commercial Zone District to South Town Character Area Residential Zone District, based on the analysis provided in this report and staff’s findings that the request and application meet the Town’s submittal requirements, criteria, and findings to amend the Official Zone District Map.

Therefore, Ordinance No. 2, Series 2024 - to amend the Official Zone District Map to rezone Lot 3A from the South Town Character Area Commercial Zone District to Residential Zone District - is being presented to the Town Council for consideration on first reading at the Council’s regularly scheduled meeting of Wednesday, March 6, 2024.

Exhibit A: Existing and Proposed Zoning Map of the South Town Character Area

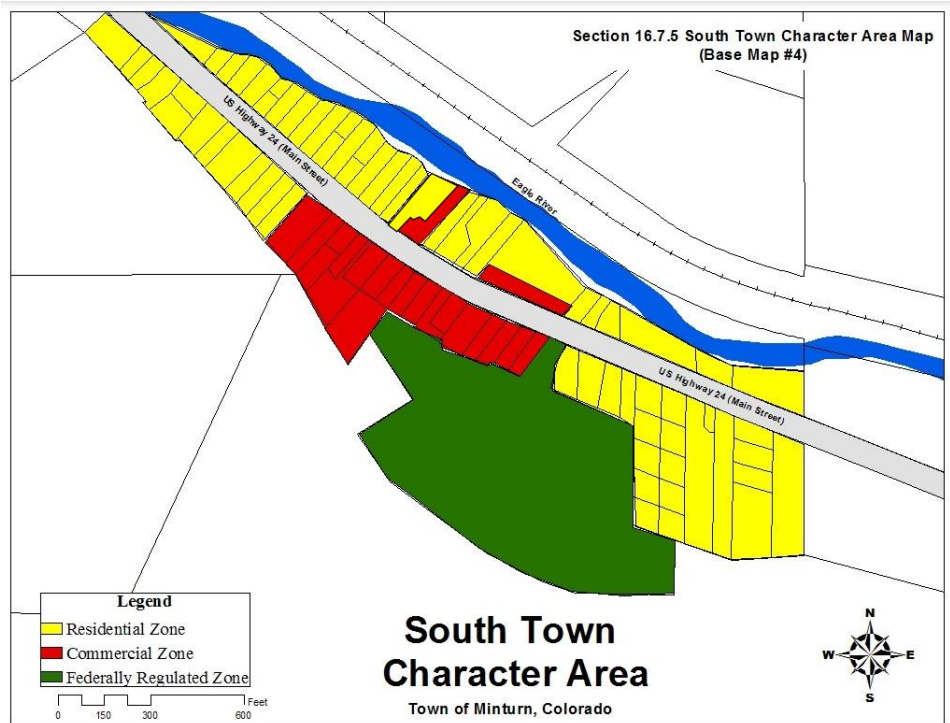


Figure 4: Existing South Town Character Area Zoning Map

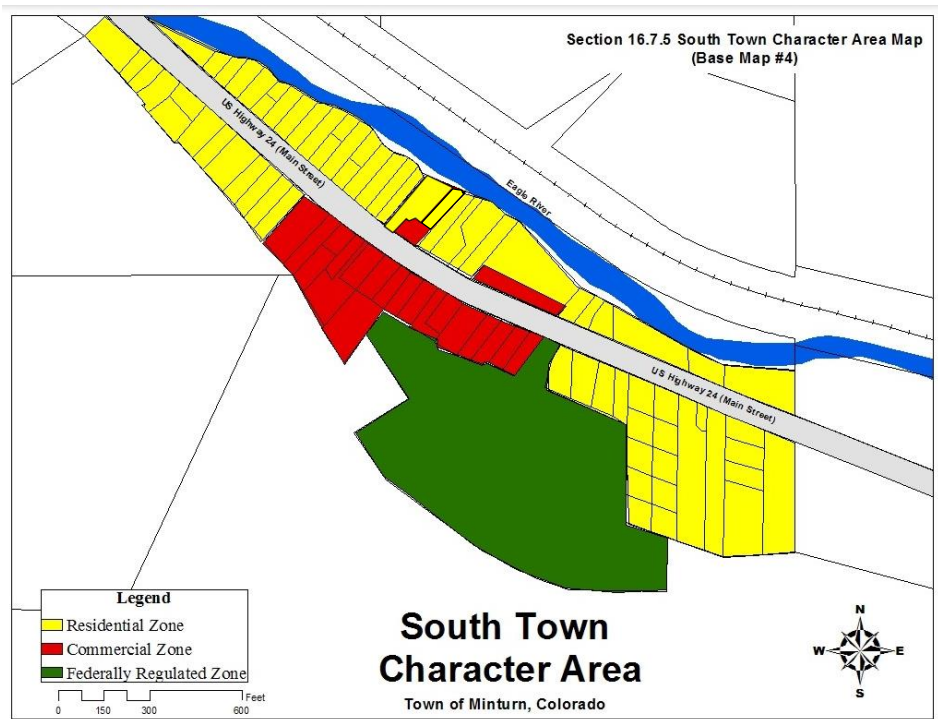



Figure 5: Proposed/Amended South Town Character Area Zoning Map

REZONE



LAND DEVELOPMENT APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
 P.O. Box 309 302 Pine Street
 Minturn, Colorado 81645-0309
 Phone: 970-877-5645 Ext. 2 Email: planner1@minturn.org

APPLICANT:		ADDRESS:	SIGNATURE:
JOHN A WOODRUFF		344 EAGLE RIVER STREET / POB 910 MINTURN, CO 81645	<i>[Signature]</i>
		PHONE: 303 898-7870 FAX:	NAME: JA WOODRUFF
		EMAIL: woodruffwoody@comcast.net	TITLE: OWNER
OWNERS OF RECORD:		ADDRESS:	SIGNATURE:
JOHN A WOODRUFF LYAN D FAIGER TIC		SAME	
		PHONE: FAX:	NAME:
		EMAIL:	TITLE:
DEVELOPER:		ADDRESS:	CONTACT PERSON:
		PHONE: FAX:	
		EMAIL:	
ENGINEERING FIRM:		ADDRESS:	CONTACT PERSON:
KIPP LAND SURVEYING		POB 3154 EAGLE, CO 81631	RANDY KIPP
		PHONE: 970 390-9540 FAX:	
		EMAIL: randy@kippandsurveying.com	
Presubmitted Date:	Presubmitted Planner:		
Parcel ID Number:	(Example: 210335102061) from your full card printout		
Address or Intersection:	998 MAIN ST, MINTURN		
Brief Legal Description:	NE 1/4 OF SECTION 35, T6S, R81W, 6 TH PM MINTURN		
Subdivision Name & Piling #:	SOUTH MINTURN ADDITION, A RESUBDIVISION OF LOT 51		
Project Description:	RE ZONE 998 MAIN		
	Including:	Proposed:	
Zoning:	COMMERCIAL	COMMERCIAL & RESIDENTIAL	
Land Use:	COMMERCIAL & RESIDENTIAL	COMMERCIAL & RESIDENTIAL	
Total Acres:	.3306	.1726	
F.A.R./Density:		.1580	
Project Name:	998 MAIN	998 MAIN	
Related Case #s:			
CASE TYPE			
PUD CDP: Concept Dev. Plan	FP: Prelim. Subdivision Plat	DRB - P: Dev. Rev. Bd. Prelim	A-PP: Paves Permit
PUD FDP: Prelim. Dev. Plan	FP: Final Subdivision Plat	DRB - F: Dev. Rev. Bd. Final	A-MOD: Modification/Add
PUD FDP: Final Dev. Plan	MR: Minor Subdivision	ADM: Adm. Dev. Review	A-MIN: Minor Ext. Mod.
PUD ASP: Adm. Site Plan	ASR: Adm. Subdivision Plat	A-SIG: Adm. Sign Review	ANONX: Annotation
PUD FDP A: Amendment	V: Vacation of Easement	A-DIG: Adm. Dig Permit	TD: Temporary Use
LU-V: Land Use - Variance	R.O.W. Vacation	A-DEN: Adm. Demo Per.	CU: Conditional Use
NU -V: Non Use - Variance	<input checked="" type="checkbox"/> REZ - Rezoning - Straight Zoned	A-LTD: Adm. Limited Use	APPLS: Appeals
This section for OFFICE USE ONLY			
Case No:	Case No.:	Case No.:	Case No.:
Fees Paid: Y N S	Case Map:	Case Map:	Case Map:
Date to be Returned:	Date Returned:	Date Returned:	Date Returned:
	Planning Comm Date:	Planning Comm Date:	Planning Comm Date:

This development application shall be accompanied with the applicable fee and shall not be considered valid until the total application fee is received. If the application type requires a deposit, minimum deposit balances must be maintained or replenished upon notice by the Town. Submission of this application does not mean you will receive automatic approval, nor does it establish a vested property right in accordance with C.R.S. 24-62-105(1). Further processing and review of this application may require additional information, and/or meetings, as outlined in the Town of Minturn Zoning and Development Code.

John A Woodruff
POB 910
344 Eagle River Street
Minturn, CO 81645
303 898-7870
woodruffwoody@comcast.net

Town of Minturn
Building Department
301 Boulder Street #309
Minturn, CO 81645
970 827-5645

October 4, 2023

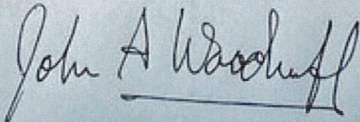
To Whom it may Concern, Letter of Intent
Re: Re-zoning of 998 Main Street, Minturn

The owners of this property, John A Woodruff and Lynn D Feiger TIC, propose to sub-divide the existing 14,403.1 sq.ft. lot, currently zoned commercial, into two separate lots. A 7,520.5 sq.ft. commercial lot on Main Street and a 6882.6 sq.ft residential lot facing the Eagle River.

The proposed commercial lot has an existing unoccupied building that has been used in the past as a Convenience Store, Video Rental shop, Liquor Store and Gas Station. The gas tanks have been removed and the site has been cleared by The Colorado Health Department. The owners propose to not change the existing Commercial zoning.

The owners are asking to re-zone the proposed lot on the river, to residential. Currently the lot holds an occupied rental unit. The proposed residential lot faces the Eagle River to the East and residential properties to the North and South; the proposed commercial lot is to the West. The owners will continue to rent the unit and currently have no plans to develop the proposed re-zoned lot.

The surrounding residential neighborhood is made up of a combination of full time residents and vacation homes.



TOWN OF MINTURN, COLORADO
ORDINANCE NO. 02 - SERIES OF 2024

AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO, REZONING LOT 3A SOUTH MINTURN
ADDITION SUBDIVISION FROM SOUTH TOWN
CHARACTER AREA COMMERCIAL ZONE DISTRICT TO
SOUTH TOWN CHARACTER AREA RESIDENTIAL ZONE
DISTRICT

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 South Minturn Addition Subdivision Final Plat, a Resubdivision of Lot 51, (hereinafter the “South Minturn Addition Subdivision Final Plat”) was recorded in the Office of the Eagle County Clerk and Recorder on March 30, 2021, at Reception No. 202107185; and

WHEREAS, the South Minturn Addition Subdivision Final Plat, created Lots 1, 2, and 3; and

WHEREAS, upon approval of the South Minturn Addition Subdivision Final Plat, zoning for Lots 1, 2, and 3 was South Town Character Area Commercial Zone District; and

WHEREAS, subsequent to the approval of the South Minturn Addition Subdivision Final Plat, Ordinance No. 4, Series 2021, was approved by the Town on or about May 19, 2021, amending the zoning applicable to Lots 1 and 2 South Minturn Addition Subdivision, from the South Town Character Area Commercial Zone District (hereinafter the “Commercial Zone”) to the South Town Character Area Residential Zone District (hereinafter the “Residential Zone”), while zoning applicable for Lot 3, South Minturn Addition, remained Commercial Zone; and

WHEREAS, Lot 3A and Lot 3B, A Resubdivision of Lot 3, South Minturn Addition Subdivision Final Plat, a Resubdivision of Lot 51, was recorded in the Office of the Eagle County Clerk and Recorder on _____, 2024, at Reception No. _____, attached hereto as **Exhibit A**; and

WHEREAS, Minturn Municipal Code (the “Code”) Sec. 16-7-20 and 16-7-30 describe the South Town Residential Zone and South Town Commercial Zone; and

WHEREAS, Code Sec. 16-21-410 through 450 provides for the consideration of amendments to the Town’s Character Area Zoning Map; and

WHEREAS, the Town accepted a complete application requesting an Amendment to the Official Zone District Map from John A. “Woody” Woodruff, and Lynn Feiger, as owners of Lot 3A, South Minturn Addition Subdivision, on or about October 23, 2023, to rezone Lot 3A, South

Minturn Addition (hereinafter the “Property”), from the Commercial Zone to the Residential Zone; and

WHEREAS, the Planning Director has determined that it is appropriate for the Property located in the South Town Character Area to be rezoned from Commercial Zone to Residential Zone to be in further compliance with adjacent and surrounding uses, the Town’s Strategic Plan, and the 2023 Minturn Community Plan; and

WHEREAS, on February 28, 2024, the Commission considered the application for rezoning the Property and recommended that the Town Council rezone the Property from the Commercial Zone to the Residential Zone; and

WHEREAS, on March 6, 2024, the Council considered the application for rezoning the Property and approved an amendment to the Official Zone District Map, amending the zoning for the Property from the Commercial Zone to the Residential Zone; and

WHEREAS, Town of Minturn Planning Commission and the Minturn Town Council have determined that the rezoning provided for herein is in conformance with the Minturn Land Use Regulations and Community Plan.

WHEREAS, the Commission and the Council have held duly noticed public hearings as required by the Minturn Municipal Code, and the Town Council now wishes to rezone the Property.

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. The following Property is hereby rezoned to South Town Residential Zone District:

Lot 3A, A Resubdivision of Lot 3, South Minturn Addition Subdivision Final Plat, a Resubdivision of Lot 51

SECTION 3. Within thirty (30) days after the effective date of this Ordinance, the Town Clerk shall cause a printed copy of the amendment to the Town Zoning District Map to be made, which shall be dated and signed by the Mayor and attested to by the Town Clerk, and which shall bear the seal of the Town. The amended map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the Town Clerk. The Clerk shall also record a certified copy of this Ordinance with the Eagle County Clerk and Recorder. The Town staff is further directed to comply with all provisions of the Minturn Land Use Regulations, Minturn Municipal Code Chapter 16, to implement the provisions of this Ordinance.

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 6th DAY OF MARCH 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 20th DAY OF MARCH 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 20th DAY OF MARCH 2024.

TOWN OF MINTURN, COLORADO

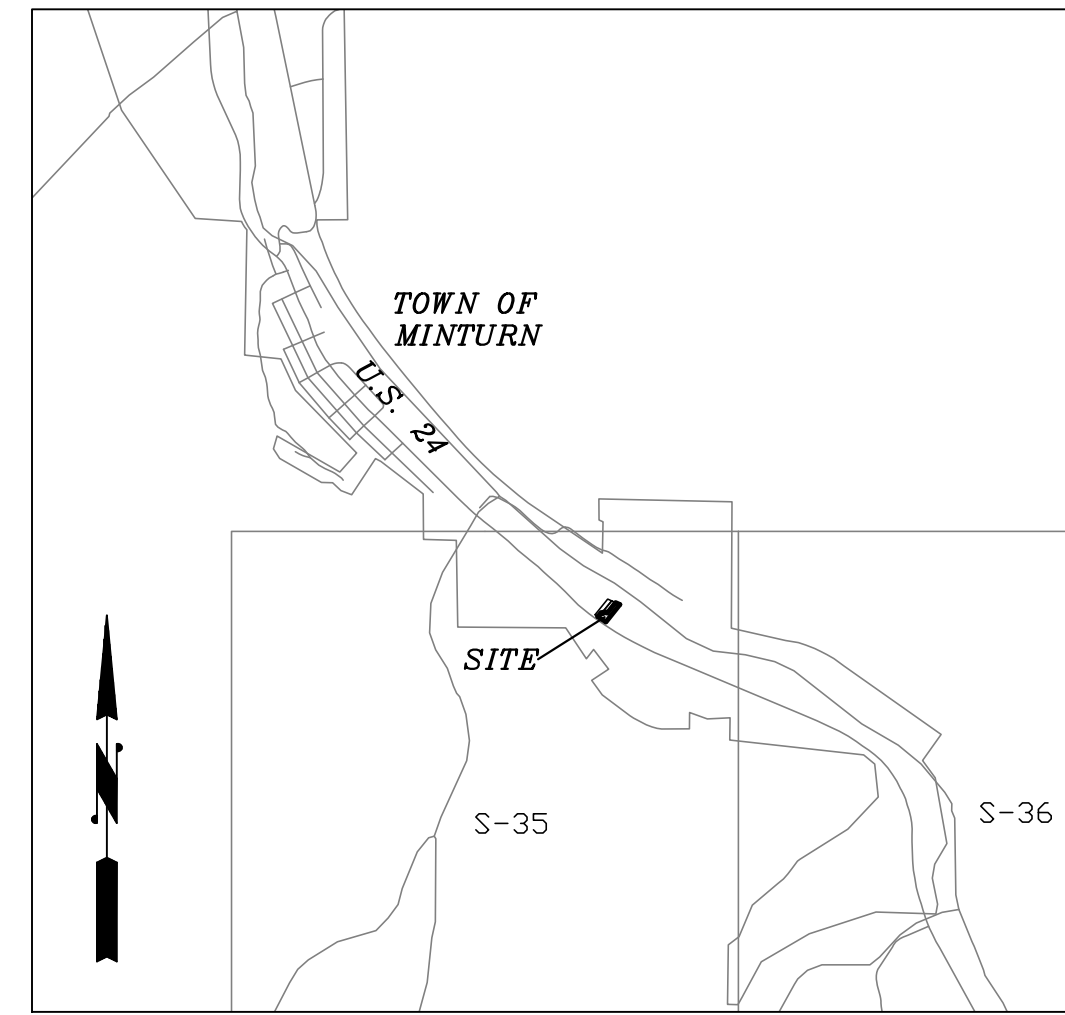
Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

Exhibit A

**MINOR SUBDIVISION
LOT 3A AND LOT 3B, A RESUBDIVISION OF LOT 3, FINAL PLAT,
SOUTH MINTURN ADDITION, A RESUBDIVISION OF LOT 51
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO**



**VICINITY MAP
SCALE 1"=2000'**

CERTIFICATION OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT LYNN FEIGER AND JOHN WOODRUFF, 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:

LOT 3, FINAL PLAT, SOUTH MINTURN ADDITION, A RESUBDIVISION OF LOT 51, ACCORDING TO THE FINAL PLAT RECORDED MARCH 30, 2021 UNDER RECEPTION NO. 202107185, COUNTY OF EAGLE, STATE OF COLORADO.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN ON THIS FINAL PLAT, UNDER THE NAME AND STYLE OF MINOR SUBDIVISION, LOT 3A AND LOT 3B, A RESUBDIVISION OF LOT 3, FINAL PLAT, SOUTH MINTURN ADDITION, A RESUBDIVISION OF LOT 51, A SUBDIVISION IN THE TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PRIVATE STREETS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

EXECUTED THIS ____ DAY OF _____, A.D. 2024.

OWNER: _____ AND _____
LYNN FEIGER AND JOHN WOODRUFF

ADDRESS: PO BOX 910
MINTURN, CO 81645

STATE OF COLORADO)
) SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF

_____, A.D. 2024 BY _____

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL. _____

NOTARY PUBLIC

TITLE CERTIFICATE:

LAND TITLE GUARANTEE COMPANY 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 LYNN FEIGER AND JOHN WOODRUFF, IS FREE AND CLEAR OF ALL LIENS, AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS ____ DAY OF _____, A.D. 2024.

AGENT: _____

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 MAP ARE PAID IN FULL.

DATED THIS ____ DAY OF _____, A.D., 2024.

TREASURER OF EAGLE COUNTY

NOTES:

- 1) THE PURPOSE OF THIS MINOR SUBDIVISION PLAT IS TO DIVIDE LOT 3, SOUTH MINTURN ADDITION INTO TWO NEW LOTS, LOT 3A AND LOT 3B, AND CREATE A NEW UTILITY EASEMENT.
- 2) DATE OF SURVEY: AUGUST 10, 2023
- 3) STREET ADDRESS: 998 MAIN STREET (U.S. HIGHWAY 24) NOT POSTED
- 4) LOCATION OF IMPROVEMENTS, LOT LINES AND EASEMENTS ARE BASED UPON THE FINAL PLAT SOUTH MINTURN ADDITION, A RESUBDIVISION OF LOT 51, REC.NO. 202107185, SPECIAL WARRANTY DEED REC.NO. 202111603, THE ANNEXATION PLAT OF SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, RECORDED AT REC.NO. 163774, C.D.O.T. PROJECT NO. F.A.P. NO.292-B AND SURVEY MONUMENTS FOUND AT THE TIME OF THIS SURVEY. TITLE COMMITMENT PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. V50069862 WITH AN EFFECTIVE DATE OF 08-8-2023 WAS PROVIDED FOR THIS SURVEY.
- 5) BASIS OF BEARINGS: AN ASSUMED BEARING OF N38°31'53"E BETWEEN A 1.5" ALUMINUM CAP ON #5 REBAR, L.S. #38079 MARKING THE SOUTHWESTERLY CORNER OF LOT 1, FINAL PLAT SOUTH MINTURN ADDITION, A RESUBDIVISION OF LOT 51, REC.NO. 202107185, ALSO BEING THE SOUTHWESTERLY CORNER OF LOT 50, SOUTH MINTURN ADDITION, REC.NO. 163774 AND A 1.5" ALUMINUM CAP ON #5 REBAR, L.S. #38079 MARKING THE NORTHWESTERLY CORNER OF SAID LOT 1, AS SHOWN HEREON.
- 6) U.S SURVEY FEET WAS USED FOR THIS SURVEY.
- 7) BEARINGS AND DISTANCES SHOWN HEREON ARE BOTH FIELD MEASURED AND PLATTED.
- 8) THE 20' ACCESS AND UTILITY EASEMENT SHOWN HEREON SHEET 2 OF 2, BEING CREATED ON THIS PLAT IS FOR THE BENEFIT OF BOTH LOT 3A AND LOT 3B FOR ACCESS/UTILITY AND MAINTENANCE PURPOSES.
- 9) THIS PROPERTY IS SUBJECT TO:
 - EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 1, 1978 UNDER RECEPTION NO. 163774.
 - TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED DECEMBER 13, 1993 AT RECEPTION NO. 523426.
 - TERMS, CONDITIONS AND PROVISIONS OF CLAIM OF EASEMENTS RECORDED DECEMBER 03, 2004 AT RECEPTION NO. 899588.
 - TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AS CONTAINED IN DECREE RECORDED JANUARY 30, 1980 IN BOOK 298 AT PAGE 72.
 - TERMS, CONDITIONS AND PROVISIONS OF RESERVATION OF SHARED DRIVEWAY AND UTILITY EASEMENT RECORDED MARCH 26, 2021 UNDER RECEPTION NO. 202106945.
 - EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SOUTH MINTURN ADDITION, A RESUBDIVISION OF LOT 51 RECORDED MAY 14, 2021 UNDER RECEPTION NO. 202111603.
 - TERMS, CONDITIONS AND PROVISIONS OF ENCROACHMENT LICENSE AGREEMENT RECORDED DECEMBER 02, 2022 UNDER RECEPTION NO. 202218534.
- 8) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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.

LAND USE SUMMARY:

LOT	ACREAGE	STREET ADDRESS	USE
LOT 3A	0.1580 ACRES	0998 MAIN STREET	RESIDENTIAL
LOT 3B	0.1726 ACRES	1000 MAIN STREET	COMMERCIAL/RESIDENTIAL
TOTAL =	0.3306 ACRES		

PLANNING DIRECTOR CERTIFICATE:

THIS MINOR SUBDIVISION IS HEREBY APPROVED BY THE MINTURN PLANNING DIRECTOR, MINTURN, COLORADO, THIS ____ DAY OF _____, A.D. 2024 FOR FILING WITH THE CLERK AND RECORDER OF EAGLE COUNTY.

MINTURN PLANNING DIRECTOR

TOWN OF MINTURN CERTIFICATE:

THIS FINAL PLAT APPROVED BY THE MINTURN TOWN COUNCIL, MINTURN, COLORADO, ON THE ____TH DAY OF _____, A.D. 2024 FOR FILING WITH THE CLERK AND RECORDER OF EAGLE COUNTY AND THE CONVEYANCE TO THE TOWN OF MINTURN OF THE PUBLIC DEDICATIONS SHOWN HEREON: SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF MINTURN FOR MAINTENANCE OF ROADS DEDICATED TO THE PUBLIC UNTIL CONSTRUCTION OF IMPROVEMENTS THEREON SHALL HAVE BEEN COMPLETED IN ACCORDANCE WITH TOWN OF MINTURN'S SPECIFICATIONS AND THE MINTURN TOWN COUNCIL HAS BY A SUBSEQUENT RESOLUTION AGREED TO UNDERTAKE MAINTENANCE OF THE SAME. THIS APPROVAL DOES NOT GUARANTEE THAT SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT OR ANY OTHER REQUIRED PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING ALL IMPROVEMENTS REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF MINTURN.

(MAYOR)

WITNESS MY HAND AND SEAL OF THE TOWN OF MINTURN.

ATTEST: _____
(CLERK)

SURVEYOR'S CERTIFICATE:

I, RANDALL P. KIPP 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 TRUE, CORRECT AND COMPLETE MINOR SUBDIVISION, LOT 3A AND LOT 3B, A RESUBDIVISION OF LOT 3, FINAL PLAT, SOUTH MINTURN ADDITION, A RESUBDIVISION OF LOT 51, 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.

RANDALL P. KIPP
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38079

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER AT ____ O'CLOCK ____M., ON THIS ____ DAY OF _____, 2024, AND IS DULY RECORDED AT RECEPTION NO. _____

EAGLE COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

MINOR SUBDIVISION LOT 3A AND LOT 3B, A RESUB. OF LOT 3, FINAL PLAT, SOUTH MINTURN ADDITION A RESUBDIVISION OF LOT 51 TOWN OF MINTURN, COUNTY OF EAGLE, COLORADO		<i>KIPP LAND SURVEYING</i> RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: randy@kipplandsurveying.com web: kipplandsurveying.com
JOB NO.: 201129	DATE: 01-18-2024	
SHEET 1 OF 2	DWG NAME: 201129-Minor Subd. L3	

LOT 3A AND LOT 3B, A RESUBDIVISION OF LOT 3, FINAL PLAT, SOUTH MINTURN ADDITION, A RESUBDIVISION OF LOT 51 TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO

MINOR SUBDIVISION

BASIS OF BEARINGS
N38°31'53"E 210.07'

R=2025.00'
L=34.09'
CH.B.=N55°34'55"W
CH.L.=34.09'
Δ=0°41'29"

FOUND SURVEY MONUMENT
2.5" BRASS CAP ON 1" PIPE
N 1/4 CORNER SECTION 35, T5S, R81W

PROPOSED LOT 3B
7520.5 SQ.FT.
0.1726 Acres
1000

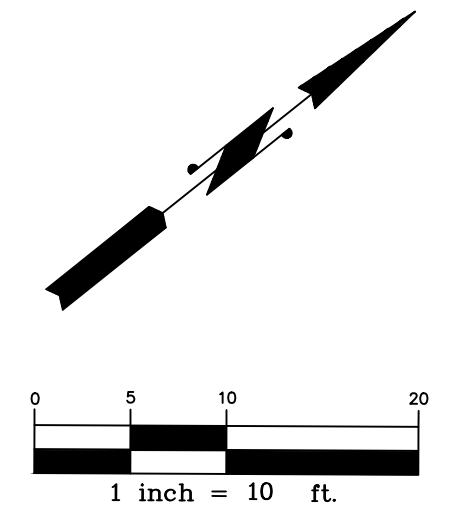
0994
LOT 1
SOUTH MINTURN
ADDITION, A RESUB.
LOT 51
REC.NO. 202107185

0996
LOT 2
SOUTH MINTURN
ADDITION, A RESUB.
LOT 51
REC.NO. 202107185

PROPOSED LOT 3A
6882.6 SQ.FT.
0.1580 Acres
0998

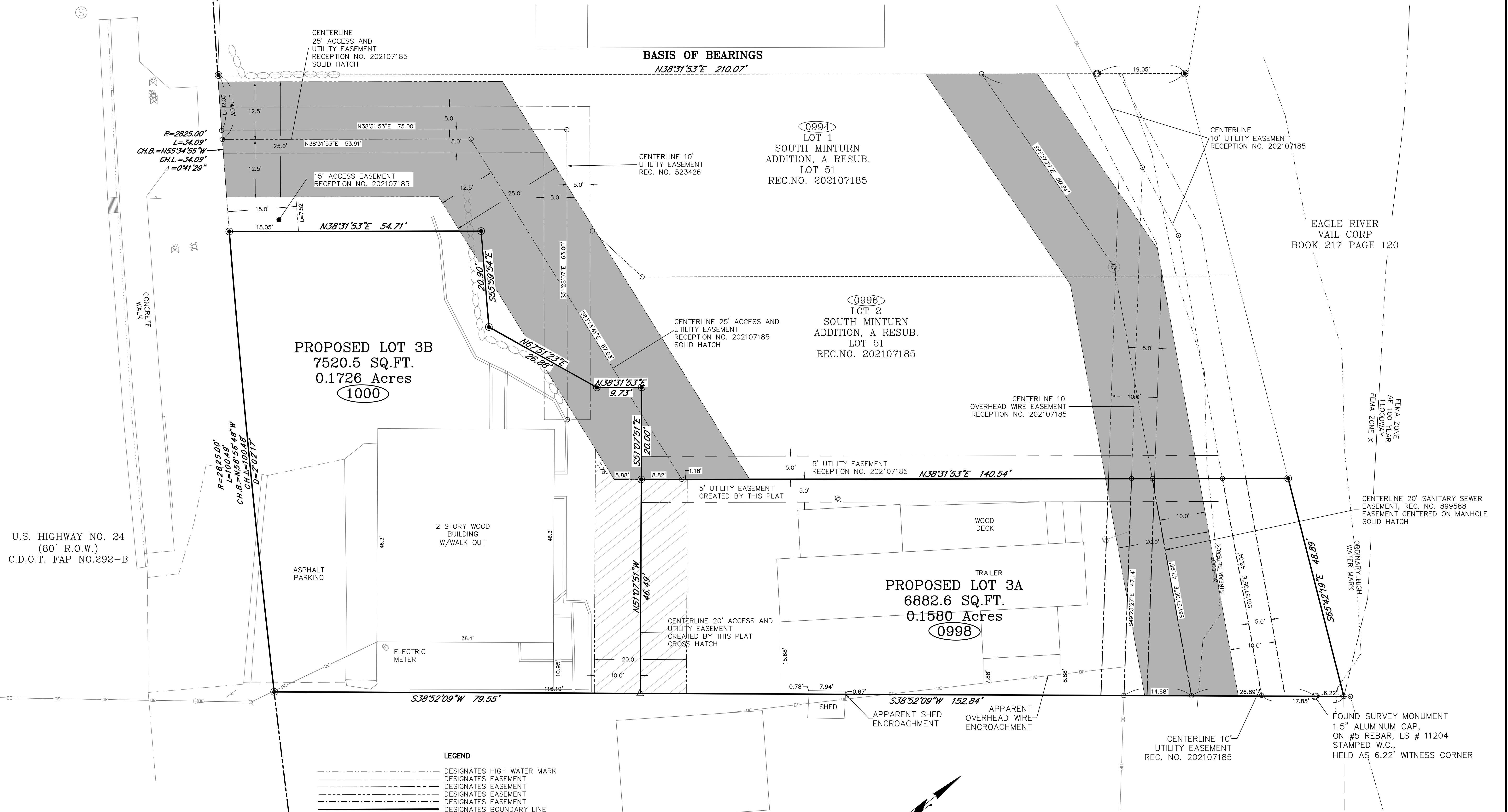
LOT 52 PART OF
SOUTH MINTURN ADDITION
EMILY HARPER
BOOK 296 PAGE 380

- LEGEND**
- DESIGNATES HIGH WATER MARK
 - - - - DESIGNATES EASEMENT
 - - - - DESIGNATES EASEMENT
 - - - - DESIGNATES EASEMENT
 - - - - DESIGNATES EASEMENT
 - - - - DESIGNATES EASEMENT
 - - - - DESIGNATES EASEMENT
 - - - - DESIGNATES BOUNDARY LINE
 - - - - DESIGNATES CDOT R.O.W.
 - - - - DESIGNATES ADJOINERS' PROPERTY
 - - - - DESIGNATES EASEMENT
 - - - - DESIGNATES FEMA 100 YEAR FLOODWAY
 - - - - DESIGNATES OVERHEAD WIRE
 - DENOTES FOUND SURVEY MONUMENT
 - 1.5" ALUMINUM CAP, ON #5 REBAR, LS #38079
 - △ DENOTES SET SURVEY MONUMENT
 - 1.5" ALUMINUM CAP, ON #5 REBAR, LS #38079



MINOR SUBDIVISION LOT 3A AND LOT 3B, A RESUB. OF LOT 3 FINAL PLAT, SOUTH MINTURN ADDITION A RESUBDIVISION OF LOT 51 TOWN OF MINTURN, COUNTY OF EAGLE, COLORADO	
JOB NO.: 201129	DATE: 01-18-2024
SHEET 2 OF 2	DWG NAME: 201129-Minor Subd. L3

KIPP LAND SURVEYING
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U.S. HIGHWAY NO. 24
(80' R.O.W.)
C.D.O.T. FAP NO.292-B

EAGLE RIVER
VAIL CORP
BOOK 217 PAGE 120

FEMA ZONE
AE 100 YEAR
FLOODWAY
FEMA ZONE X

CENTERLINE 20' SANITARY SEWER
EASEMENT, REC. NO. 899588
EASEMENT CENTERED ON MANHOLE
SOLID HATCH

FOUND SURVEY MONUMENT
1.5" ALUMINUM CAP,
ON #5 REBAR, LS # 11204
STAMPED W.C.,
HELD AS 6.22' WITNESS CORNER

CONSOLIDATED SERVICE PLAN

BATTLE NORTH METROPOLITAN DISTRICT NOS. 1-3

TOWN OF MINTURN, COLORADO

Prepared by:



2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Approved: _____

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- EXHIBIT E** Town/District Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the Town of Minturn and, except as may otherwise be provided for by state or local law or this Service Plan, their activities are subject to review by the Town if they deviate in a material way from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the various Public Improvements necessary and appropriate for the development of the Project within the Town. The Public Improvements will be constructed for the use and benefit of all anticipated inhabitants and taxpayers of the Districts and the general public, subject to such policies, rules and regulations as may be permitted under applicable law. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts will also provide ongoing operations and maintenance as specifically set forth in this Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that have the means or desire to undertake the planning, design, acquisition, construction, installation, relocation, and financing of the Public Improvements needed for the Project. Formation of the Districts is necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the financing, planning, design, acquisition, construction, installation and relocation of the Public Improvements from the proceeds of Debt to be issued by the Districts, and for maintenance of certain Public Improvements. All Debt is expected to be repaid by taxes imposed and collected at a tax mill levy no higher than the Maximum Debt Mill Levy and from other legally available revenues. Debt, which is issued within these parameters and as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. Under no circumstances is the Town agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Term, together with other legally available revenues.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a recorded plat, PUD, subdivision improvement agreement, or other development agreement between the Developer and the Town.

Board: means the Board of Directors of each District.

Bond, Bonds or Debt: means bonds, notes or other multiple-fiscal year financial obligations for the payment of which a District has promised to impose an *ad valorem* tax or has pledged Fees or other revenue source(s), not subject to annual appropriation.

C.R.S.: means the Colorado Revised Statutes.

Developer: means a person or entity that is the owner of the property or owner of the contractual rights to property in the Service Area that intends to develop the property.

Developer Debt: means any Debt that is issued by a District to a member of the Board of the District or to an entity with respect to which a member of the Board of the District must make disclosure under § 24-18-109, C.R.S.

District: means any one of the Battle North Metropolitan District Nos. 1-3, governed by this Service Plan.

District Boundaries: means the boundaries of the area legally described and depicted in Exhibit A-1 attached hereto and incorporated by reference, and any additional area included within any of the Districts after organization.

District Boundary Map: means the map of the initial District Boundaries in Exhibit A-1, attached hereto and incorporated herein by reference, as amended by the inclusion or exclusion of any property to or from the District Boundaries.

End User: means any owner, or tenant of any owner, of any property within a District, who is intended to become burdened by the imposition of ad valorem property taxes and/or Fees. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. A Developer and generally any person or entity that constructs homes or commercial structures is not considered an End User.

External Municipal Advisor: means a Municipal Advisor that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; and (ii) is not an officer or employee of the District and has not been

otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

External Municipal Advisor Certificate: means a statement of a registered External Municipal Advisor as to any Developer Debt instrument certifying that the interest rate of such Developer Debt does not exceed the rate as set forth in § 32-1-1101(7), C.R.S., as may be amended from time to time.

Fees: means any fee imposed by a District for services, programs or facilities provided by the Districts.

Financial Plan: means the Financial Plan found in Section VI and Exhibit C of this Service Plan, which describes the following, based on current estimates which will change based on market conditions and subject to the limitations and requirements of this Service Plan: (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) repayment of Debt derived from property tax revenues. Any change to the Financial Plan, within the limitations of this Service Plan, shall not constitute a material modification of this Service Plan.

Inclusion Area Boundaries: means the boundaries of the property that is anticipated to be added to the District Boundaries after the Districts’ organization, which property is legally described in and depicted on the map attached hereto in Exhibit A-2 and incorporated herein by reference.

Maximum Debt Authorization: means the total Debt the Districts are permitted to issue as set forth in Section V.A.6 below.

Maximum Debt Mill Levy: means the maximum mill levy each District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Mill Levy Term: means the maximum term of any Bond issuance as set forth in Section VI.C below.

Municipal Advisor: means any person (who is not a municipal entity or an employee of a municipal entity) that provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, or that undertakes a solicitation of a municipal entity or obligated person. Said person shall be registered under Section 15B of the Securities Exchange Act of 1934, as amended from time to time.

Project: means the development of the property commonly referred to as Battle North and as shown on the initial District Boundary Map and the depiction of the Inclusion Area.

Public Improvements: means those improvements permitted under the Special District Act and which are specifically authorized by this Service Plan, as set forth in Section V of this

Service Plan and generally described in Exhibit B, subject to any limitations established in this Service Plan and limitations or requirements set forth in Approved Development Plans addressing public infrastructure required for the Project .

Service Area: means the property located within the District Boundaries and the property in the Inclusion Area, when added in whole or in part, to a District as shown on the District Boundary Map.

Service Plan: means this service plan for the Districts as approved by the Town Council.

Service Plan Amendment: means a material modification to the Service Plan approved by the Town Council in accordance with Section 32-1-207(2), C.R.S.

Special District Act or Act: means Sections 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended.

State: means the State of Colorado.

TABOR: means Article X, Section 20 of the Colorado Constitution.

Taxable Property: means the real and personal property within the District Boundaries that will be subject to the ad valorem property taxes imposed by the District.

Town: means the Town of Minturn, Colorado.

Town Code: means the Town’s Home Rule Charter, Municipal Code, and ordinances, as amended.

Town Council: means the Town Council the Town of Minturn, Colorado.

Town Manager: means the manager of the Town of Minturn, Colorado.

III. BOUNDARIES

The legal descriptions and diagrams of the property located within the initial District Boundaries are attached hereto as Exhibit A-1 and the legal description and diagram of the property located within the Inclusion Area Boundaries is attached hereto as Exhibit A-2.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Project area consists of approximately three hundred and four (304) acres of land. The Project is anticipated to be developed with a mix of residential and commercial uses. In total, approximately two hundred and twenty-five (225) to two hundred and fifty (250) residential units and fifty thousand (50,000) square feet of commercial would be allowed, as well as a destination spa facility. The current assessed valuation of the initial District Boundaries is Zero Dollars (\$0).

The estimated full time population within the District Boundaries at build out is expected to be approximately three hundred and ten (310) to three hundred and forty-five (345) persons, based on an estimated 2.3 persons per residence and with sixty percent (60%) of the residential units assumed to be primary residences.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, SERVICES AND LIMITATIONS

A. Powers of the District.

The Districts shall have the power and authority to finance, plan, design, acquire, construct, install, and/or relocate the following types of Public Improvements as more fully described in Exhibit B, hereto, the Capital Cost Description and Estimate. Approval of this Service Plan by the Town does not imply approval of any development plan for real property located within the District Boundaries.

1. Streets. The design, acquisition, installation, construction, operation, maintenance of street and roadway improvements, including but not limited to curbs, gutters, culverts, and other drainage facilities, underground conduits, sidewalks, trails, public parking lots, structures and facilities, paving, lighting, grading, landscaping, bike paths and pedestrian ways, pedestrian overpasses, retaining walls, fencing, entry monumentation, streetscaping, bridges, interchanges, median islands, irrigation, and a safety protection system through traffic and safety controls and devices on streets and highways, signalization, signing and striping, area identification, driver information and directional assistance signs, together with all necessary, incidental, and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

2. Water. The design, acquisition, installation, construction, operation, and maintenance of a complete potable water and irrigation water system, including but not limited to a water treatment plant, surface water intake, water pumps, water lines, water features, purification plants, pump stations, transmission lines, distribution mains and laterals, fire hydrants, meters, water taps, irrigation facilities, headgates, drop structures, storage tanks and facilities, together with all necessary, incidental and appurtenant facilities, equipment, land, easements, and extensions of and improvements to such facilities.

3. Storm and Sanitary Sewer. The design, acquisition, installation, construction, operation and maintenance of a sanitation system which may consist of storm or sanitary sewers, or both, flood and surface drainage, treatment and disposal works and facilities, and waste services, and all necessary or proper equipment and appurtenances incident thereto, including but not limited to, collection mains and laterals, lift stations, transmission lines, reuse and disposal facilities, and/or storm sewer, flood and surface drainage facilities and systems, including detention/retention ponds, box culverts and associated irrigation facilities, equipment, land, easements and sewer taps, and extensions

of and improvements to such facilities.

4. Parks and Recreation. The design, acquisition, installation, construction, operation and maintenance of public park and recreation facilities or programs including but not limited to community parks, bike paths and pedestrian ways, fencing, trails, regional trails, fields, tot lots, open space, cultural activities, common areas, community recreation centers, tennis courts, outdoor lighting, event facilities, irrigation facilities, lakes, water bodies, swimming pools, public fountains and sculptures, art, gardens, landscaping, weed control, and other active and passive recreational facilities, improvements and programs, together with all necessary, incidental, and appurtenant facilities, equipment, land, easements and extensions of and improvements to such facilities. The foregoing includes providing for the maintenance, operation, reporting, and other requirements relative to certain open space parcels that are or will be subject to certain restrictive covenants relative to certain environmental conditions present on the same.

B. Limitations on Service Plan Powers.

The powers of the Districts enumerated in this Service Plan shall be subject to the following limitations

1. Operations and Maintenance Limitation. The primary purpose of the Districts is to finance the planning, design, acquisition, construction and installation of the Public Improvements. The Districts shall be authorized to operate and maintain those Public Improvements not dedicated to the Town or other governmental entity.

2. Construction Standards Limitation. The Public Improvements shall be designed and constructed in accordance with the standards and specifications of the Town or of another governmental entity having proper jurisdiction, as applicable. The Public Improvements to be dedicated to the Town will be subject to the applicable warranty and security requirements imposed by the Town on all construction projects. The Districts shall obtain the Town's approval of civil engineering plans for any Public Improvements being constructed by the Districts and outside of the District Boundaries, and shall obtain applicable permits for construction and installation of all such Public Improvements prior to performing such work.

3. Funding Limitation. The funding of any Public Improvements other than those related to the types of Public Improvements authorized herein, shall be deemed a material modification of this Service Plan under Section 32-1- 207(2), C.R.S.

4. Issuance of Developer Debt. Prior to the issuance of any Developer Debt, the District issuing such Developer Debt shall obtain an External Municipal Advisor Certificate.

5. Inclusion/Exclusion Limitation. Except for the property within the Inclusion Area Boundaries, no District shall include additional property within its

boundaries without the prior written consent of the Town given by the Town Manager.

6. Maximum Debt Authorization. The Districts, in the aggregate, shall not issue Debt in excess of Sixty-Two Million Dollars (\$62,000,000), including costs of issuance thereof, initial capitalized interest, and initial funding of any required reserve or surplus funds related to any such Debt; provided, however, any Debt that is issued (i) to pay, defease, or refund previously issued Debt, or (ii) is an intergovernmental agreement(s) among the Districts providing for a multiple fiscal year pledge of revenues to or among the Districts to provide revenues to support Debt issued by any District shall not count against the this limit. The Districts may issue Debt on a schedule and in such year or years as the Districts determine and phased to serve development as it occurs.

7. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for and has applied for, except pursuant to approval of the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without limitation.

8. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy have been established under the authority of the Town to approve this Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

- a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and
- b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued by a District with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

9. Eminent Domain Restriction. No District shall exercise its statutory power of eminent domain without first obtaining approval from the Town Council. This restriction on the Districts’ exercise of their eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts’ sovereign powers and shall not negatively affect the Districts’ status as political

subdivisions of the State as conferred by the Special District Act.

10. District Governance. Each District’s Board shall be comprised of persons who are each a qualified “eligible elector” of the District as provided in the Special District Act. It is anticipated that over time, End Users who are eligible electors will assume direct electoral control of each District’s Board as development of the Service Area progresses. The Districts shall not enter into any agreement by which the End Users’ electoral control of the Board is removed or diminished.

11. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of a District which violate material terms this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, and to seek other remedies provided in law or in equity. The Financial Plan and anticipated Public Improvements presented herein are subject to change due to market conditions at the time of debt issuance and Approved Development Plans. Any such change, within the limitations of this Service Plan, shall not constitute a material modification of the Service Plan.

C. Preliminary Engineering Survey.

The Districts shall have authority to provide for the financing, planning, design, acquisition, construction, installation, relocation and maintenance of the Public Improvements within and without the District Boundaries, as more specifically defined by Approved Development Plans. Such street, water, wastewater, storm water and recreation facilities will benefit Districts’ taxpayers and residents through the provision of financing of the Public Improvements. A description of the Public Improvements necessary for the Project and eligible for District financing was prepared based upon a preliminary capital description and cost estimate of approximately Fifty-One Million Three Hundred and Eighty-Five Thousand Dollars (\$51,385,000), as shown in Exhibit B attached hereto. The Public Improvements and associated costs shown in Exhibit B are subject to change based on future development approvals and market costs at the time of construction and any such variations from Exhibit B shall not constitute a material modification of this Service Plan.

All Public Improvements shall meet the standards and specifications adopted and/or required by the Town and/or other governmental entities having jurisdiction over such Public Improvements.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to finance the planning, design, acquisition, construction, installation and/or relocation of the Public Improvements from any lawful revenue source,

including but not limited to the proceeds of Debt to be issued by the Districts. A Financial Plan, attached as Exhibit C, includes the estimated indebtedness, timing, and interest rates of Debt anticipated to be issued by the Districts. The Financial Plan is one projection of Debt to be issued by the Districts, and it is expected that the terms of Debt when issued by the Districts will vary from the Financial Plan based on market conditions and other factors at the time of issuance. Such variations shall not constitute a material modification of this Service Plan. The Districts intend to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The Maximum Debt Authorization, which is the total Debt that the Districts shall be permitted to issue shall not exceed Sixty-Two Million Dollars (\$62,000,000), as limited by Section V.A.6 herein, which Debt shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Districts and shall be phased to serve development as it occurs. Any part of a Debt issuance that is repaid or defeased by refunding Debt shall not apply against the Maximum Debt Authorization. All Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to general *ad valorem* taxes to be imposed upon all Taxable Property within the Districts. The Districts may also rely upon various other revenue sources authorized by law and not prohibited by the Service Plan. These may include Fees. It is anticipated that the Developer of the Project and/or other parties may incur costs for Public Improvements, either in the form of direct payments for such costs, or by means of advances to the Districts. These direct payments and/or advances shall be reimbursable by the Districts from Debt, contractual reimbursement agreements and/or any legally available revenue source.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt may not exceed eighteen percent (18%). The maximum underwriting discount will not exceed three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan and State and Federal law.

C. Maximum Debt Mill Levy and Other Debt Limitations.

The Maximum Debt Mill Levy shall be fifty (50) mills, which is the maximum mill levy a District is permitted to impose upon the Taxable Property within the District for payment of Debt; provided, however, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after the Service Plan approval date, are neither diminished nor enhanced as a result of such changes.

Prior to the issuance of Debt, the District shall obtain an opinion of a nationally recognized bond counsel as to compliance with the Service Plan limitations in relation to the Debt to be issued. All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2)

together with other outstanding general obligation Bonds of the District, not in excess of the Maximum Debt Authorization set forth in this Service Plan; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; and (4) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Fees, Debt, and/or advances from the Developer of the Project. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues, Fees, and/or proceeds from Debt (whether or not privately placed with the Developer), and other legally available revenues of the District. Any Developer Debt shall be subject to the Developer Debt limitation set forth in Section V.B.4. and the Minimum Criteria.

The Maximum Debt Mill Levy Term of any Debt issuance shall be thirty (30) years from the date of first imposition of a debt service mill levy for each such issue.

In the event that a District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds.

D. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District’s obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

E. TABOR Compliance.

The Districts will comply with the provisions of TABOR.

F. District Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District’s organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

The proposed operating revenue to be derived from property taxes for the first budget year for the Districts is estimated to be Zero Dollars (\$0).

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VII. ANNUAL REPORT

Each District shall be responsible for submitting an annual report to the Town Manager no later than October 1st of each year following the year in which the Order and Decree creating the District has been issued, as set forth in and required by § 32-1-207((3)(c), C.R.S.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which any District was created have been accomplished, that District agrees to file a petition in the appropriate District Court for dissolution, pursuant to §§ 32-1-701, *et seq.*, C.R.S. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required by the Special District Act and that any ownership, operations, maintenance, repair and replacement obligations for District owned and/or operated Public Improvements have been conveyed to another public entity.

IX. DISCLOSURE TO PURCHASERS

The Districts shall provide annual notice to all eligible electors of the Districts in accordance with Section 32-1-809, C.R.S, as amended. In addition, each of the Districts shall record a District public disclosure document and a map of the then-current legal boundaries of the District with the Clerk and Recorder of Eagle County, Colorado in accordance with Section 32-1-104.8, C.R.S., as amended.

X. INTERGOVERNMENTAL AGREEMENTS

Upon the Districts' formation, the District and the Town shall execute an intergovernmental agreement in substantially the form attached hereto as Exhibit E (the "Town IGA"). The Districts shall not incur any Debt or impose any taxes or Fees until their Boards have approved and executed the Town IGA. The Town has approved the Town IGA as of the date of approval of the Service Plan and such approval satisfies the condition relating to the Town's action on the Town IGA concerning the issuance of Debt and imposition or taxes or Fees by the District.

XI. RESOLUTION OF APPROVAL

A certified copy of the Town Council’s resolution approving this Service Plan shall be attached as Exhibit D prior to filing the Service Plan with the District Court in and for Eagle County, Colorado.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts meets the requirements of the Special District Control Act, §§ 32-1-201, *et seq.*, C.R.S., the applicable requirements of the Colorado Constitution, and those of the Town. It is further submitted that this Service Plan meets the criteria set forth in § 32-1-203(2) and (2.5), C.R.S., establishing that:

- A. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts.
- B. The existing service in the area to be served by the Districts is inadequate for present and projected needs.
- C. The Districts are capable of providing economical and sufficient service to the proposed development within their boundaries.
- D. The area to be included within the Districts does have and will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

EXHIBIT A-1

INITIAL DISTRICT BOUNDARY MAP AND LEGAL DESCRIPTIONS

District No. 1 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, 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 N 49°31'35" W a distance of 229.19 feet to a point;

thence 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°07'14" 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, District No. 1 containing 0.39 acres more or less.

District No. 2 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, 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 96.15 feet to a point;

thence N 80°27'56" W a distance of 234.35 feet to a point;

thence N 24°44'22" E a distance of 211.24 feet;

thence S 49°31'35" E a distance of 229.19 feet to the point of beginning, District No. 2 containing 0.79 acres more or less.

District No. 3 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, being more particularly described as follows:

Beginning along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 96.15 feet from 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 96.15 feet to a point on the 1-2 line of Mineral Survey 20461 Puritan Lode;

thence S 80°04'03" W a distance of 292.89 feet to a point;

thence N 24°44'22" E a distance of 211.24 feet;

thence S 80°27'56" E a distance of 234.35 feet to the point of beginning, District No. 3 containing 0.83 acres more or less.

EXHIBIT A-2

INCLUSION AREA BOUNDARY MAP AND LEGAL DESCRIPTION

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 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, H.E.S. 41, 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 and 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: Nelson Addition (Book 131 Page 76), H.E.S. 46, Mineral Survey 19500 - Brooklyn Placer, Mineral Survey 20043 - May No. 5 Lode, Mineral Survey 20257 - May No. 14 and May No. 15, Mineral Survey 20461 - Ruby Lode, H.E.S. 40 and Mineral Survey 19856 - River Bend Mill Site; and excepting the parcel described in Book 380 Page 574; 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 491.16 feet to a point on said westerly right-of-way of U.S. Highway 24;

thence the following four 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 S30°36'24" E a distance of 57.84 feet;
2. S 32°47'53" E a distance of 199.00 feet;
3. 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;
4. 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 line 1-2 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 S16°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°15'08" 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; thence the following two courses along said center of the Eagle River:

1. S 58°05'40" W a distance of 123.33 feet;
2. N 88°07'28" W a distance of 361.22 feet;

Thence leaving the center of the Eagle River N 0°00'00" E a distance of 157.44 feet to the right of way centerline of Tigiwon Road; thence the following two courses along said Tigiwon Road right-of-way centerline;

1. N 27°18'00" E a distance of 610.80 feet;
2. 153.15 feet along the arc of a non-tangent curve to the right 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;

Thence leaving said Tigiwon Road right-of-way centerline S 44°54'07" E a distance of 66.71 feet; thence N 74°17'56" W a distance of 41.21 feet to a point on the southerly boundary of the Dam 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 westerly boundary of the Dam Parcel the following four courses;

1. thence N 34°56'03" E a distance of 213.62 feet
2. thence N 00°00'00" W a distance of 181.43 feet;
3. thence N 22°22'09" E a distance of 746.23 feet;
4. thence N 61°06'46" W a distance of 234.05 feet to a point on the northeasterly corner of the Reservoir Parcel;

thence along said southerly boundary of the Reservoir Parcel the following five courses;

1. thence N 70°32'11" W a distance of 192.32 feet;
2. thence S 77°20'34" W a distance of 590.72 feet;
3. thence S 62°05'59" W a distance of 597.19 feet;
4. thence S 29°33'21" W a distance of 904.04 feet;
5. thence S 53°11'01" E a distance of 658.80 feet;

Thence leaving the southerly boundary of the Reservoir Parcel S 66°03'04" W a distance of 37.66 feet; thence S 47°44'40" E a distance of 29.71; thence S 22°14'32" E a distance of 43.86 feet; thence S 46°45'14" E a distance of 22.10 feet; thence S 73°08'12" E a distance of 63.94 feet; thence S 89°10'25" E a distance of 55.31 feet; thence S 59°40'34" E a distance of 43.18 feet; thence S

01°52'44" E a distance of 35.14 feet; thence S 35°09'05" W a distance of 121.47 feet; thence S 00°21'34" W a distance of 60.72 feet; thence S 19°31'34" E a distance of 142.83 feet; thence S 15°46'39" E a distance of 348.63 feet; thence S 29°14'17" E a distance of 40.16 feet to the center of the Eagle River;

Thence the following eleven courses along said center of the Eagle River:

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. S 16°33'40" E a distance of 326.72 feet;
8. S 15°15'48" E a distance of 154.00 feet;
9. S 02°48'58" E a distance of 158.00 feet;
10. S 39°00'16" E a distance of 132.00 feet;
11. S 53°11'20" E a distance of 209.22 feet to a point on the westerly side of the right-of-way of the Union Pacific Railroad;

Thence the following two courses along said westerly right-of-way of the Union Pacific Railroad as described:

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;

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°49'13" W a distance of 141.71 feet;
3. 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;
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 along the 5-6 line of said H.E.S. No. 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 southerly boundary of said Soil processing Parcel N 69°04'25" W a distance of 231.93 feet to angle point NO. 2 of H.E.S. 41;

Thence 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 three 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 214.88 feet 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 three courses along the westerly boundary of said Access and Utility Easement:

1. thence N53°00'19"E a distance of 37.39 feet;
2. thence 75.67 feet along the arc of a tangent curve to the left 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. N24°27'33"E a distance of 41.63 feet;

Thence N59°40'30" W a distance of 636.52 along the northerly boundary of Parcel 11 to a point;

Thence N 00°15'50" E a distance of 285.80 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 S 89°58'35" W a distance of 420.19 feet to the point of beginning, the Main Metro Dist Parcel containing 299.30 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, 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 $00^{\circ}37'43''$, and the chord bears $S14^{\circ}03'37''$ 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 $00^{\circ}10'51''$, and the chord bears $S14^{\circ}27'54''$ 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 $N 45^{\circ}06'44''$ 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 $S 20^{\circ}12'45''$ 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. $N 01^{\circ}30'38''$ W a distance of 546.66 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 $26^{\circ}15'00''$, and the chord bears $N 11^{\circ}36'52''$ E a distance of 307.10 feet;
3. $N 24^{\circ}44'22''$ 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 $09^{\circ}14'33''$, and the chord bears $N 20^{\circ}07'14''$ 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 $S 21^{\circ}45'15''$ E a distance of 321.76 feet; to the point of beginning, Parcel 7 containing 5.57 acres more or less.

EXCEPTING OUT THE INITIAL BOUNDARY LEGAL DESCRIPTIONS IN EXHIBIT A-1 OF THIS SERVICE PLAN

AND EXCEPTING THE FOLLOWING PARCEL WHICH HAS BEEN TRANSFERRED TO EAGLE RIVER WATER AND SANITATION DISTRICT AND AUTHORITY

Inlet Parcel Legal Description

A Parcel of land 40 feet in width located in H.E.S. No. 41 as patented March 7, 1912 in Section 2, Township 6 South, Range 81 West, 6th P.M., for the purpose of constructing, operating and maintaining a water supply conveyance structure consisting of open channels and/or pipelines to supply water to Bolts Lake Reservoir from the Eagle River and from Cross Creek, more particularly described as follows:

Beginning at a point on the westerly boundary of the OTP Area as described on an Exhibit prepared by Gamba & Associates, Inc., dated January 18, 2018 on behalf of Battle Mountain, whence Corner No. 2 of said H.E.S. 41, being an original stone monument found in place, bears S64°05'11" W a distance of 376.68 feet;

Thence from the Point of Beginning the following 15 courses along the northerly boundary of said 40-ft wide Easement:

1. thence N24°43'37"W a distance of 57.52 feet;
2. thence N02°34'28"W a distance of 50.51 feet;
3. thence N17°36'42"E a distance of 57.23 feet;
4. thence N23°06'54"E a distance of 15.58 feet;
5. thence N10°13'05"E a distance of 33.85 feet;
6. thence N51°21'28"E a distance of 144.42 feet;
7. thence N80°01'14"E a distance of 245.49;
8. thence N75°30'49"W a distance of 122.70 feet;
9. thence S89°25'59"W a distance of 54.63 feet;
10. thence N22°13'41"W a distance of 55.35 feet;
11. thence N51°17'35"E a distance of 30.98 feet;
12. thence S87°20'19"E a distance of 69.22 feet;
13. thence S43°32'09"E a distance of 86.00 feet;
14. thence N87°52'49"E a distance of 154.45 feet;
15. thence N66°03'04"E a distance of 185.03 feet to a point on the southerly boundary of the Bolts Lake Reservoir Area as described on an Exhibit prepared by Gamba & Associates, Inc., dated February 1, 2019 on behalf of Battle North LLC;

Thence the following two courses along said southerly boundary of the Bolts Lake Reservoir Area;

1. thence S53°11'01"E a distance of 19.42 feet;
2. thence N88°48'40"E a distance of 59.59 feet;

Thence leaving said southerly boundary of the Bolts Lake Reservoir Area the following 16 courses along the southerly boundary of said 40-ft wide Easement:

1. thence S66°03'04"W a distance of 257.18 feet;

2. thence S87°52'49"W a distance of 180.21 feet;
3. thence N43°32'09"W a distance of 87.98 feet;
4. thence N87°20' 19"W a distance of 40.88 feet;
5. thence S22°13'41"W a distance of 75.43 feet;
6. thence S89°25'59"W a distance of 86.49 feet;
7. thence N75°30'49"W a distance of 119.31 feet;
8. thence S80°01'14"W a distance of 226.60 feet;
9. thence S51°21'28"W a distance of 119.19 feet;
10. thence S10°13'05"W a distance of 23.36 feet;
11. thence S23°06'54"W a distance of 18.18 feet;
12. thence S17°36'42"W a distance of 48.19 feet;
13. thence S02°34'28"E a distance of 35.56 feet;
14. thence S24°43' 37"E a distance of 4.16 feet;
15. thence S10°13'05"W a distance of 16.93 feet;
16. thence S19°01'53"W a distance of 43.82 feet,

to the Point of Beginning, containing 1.23 acres more or less.

EXHIBIT B
CAPITAL COST DESCRIPTION AND ESTIMATE

Battle North LLC - Phase 1 - Maloit Park Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
GENERAL						
G1	Mobilization	1	LS	\$85,000	\$97,750	0.4%
G2	Mud Tracking Mitigation	1	LS	\$6,000	\$6,900	0.0%
G3	Erosion Control - Silt Fencing	6,000	LF	\$3.50	\$24,150	0.1%
G4	Erosion Control - Silt Logs	400	EA	\$34.00	\$15,640	0.1%
G5	Traffic Control - Barricades & Signage +	1	LS	\$90,000	\$103,500	0.4%
G6	Street Signs	18	EA	\$550	\$11,385	0.0%
G7	Revegetation (Dryland)	5	AC	\$1,700	\$9,775	0.0%
G8	Permenent Turf Reinforcement	10,000	SY	\$12.00	\$138,000	0.5%
G9	Temporary Turf Reinforcement	2,200	SY	\$9.00	\$22,770	0.1%
G10	Guard Rail	250	LF	\$160	\$46,000	0.2%
G11	Pavement Striping	1	LS	\$2,500	\$2,875	0.0%
G12	Landscape	1	LS	\$45,000	\$51,750	0.2%
			<i>Item Subtotal</i>		\$530,495	1.9%
EARTHWORK						
D1	Top Soil Removal & Replacement	5,000	CY	\$22.50	\$129,375	0.5%
D2	Site Excavation (Cut/Fill & Compaction)	12,500	CY	\$22.00	\$316,250	1.2%
D3	Fill Import (from Reservoir Site)	30,000	CY	\$22.00	\$759,000	2.8%
			<i>Item Subtotal</i>		\$1,204,625	4.4%
SANITARY SEWER						
S1	8" PVC Sewer Main	9,000	LF	\$91	\$941,850	3.4%
S2	4' Dia Concrete Manhole	25	EA	\$5,800	\$166,750	0.6%
S3	4' Dia Concrete Manhole w/Cast-Inplace Base	0	EA	\$8,600	\$0	0.0%
S4	Core Existing Manhole for New 8" pipe	2	EA	\$6,500	\$14,950	0.1%
S5	4" PVC Sewer Service	150	EA	\$3,600	\$621,000	2.3%
S6	Manhole Removal	2	EA	\$2,600	\$5,980	0.0%
S7	Plug Abandon Sewer Main Pipe Ends	0	EA	\$1,000	\$0	0.0%
S8	Manhole Cone Rotation, Adjust Rim & New	4	EA	\$2,600	\$11,960	0.0%
S9	Manhole Rim Elev Adjustment	4	EA	\$600	\$2,760	0.0%
			<i>Item Subtotal</i>		\$1,765,250	6.4%
POTABLE WATER						
W1	8" Tee Connection w/8" GV and 10"x8" Reducer	0	EA	\$22,000	\$0	0.0%
W2	8" Tee Connection w/Two 8" GV's & Plug	1	EA	\$16,000	\$18,400	0.1%
W3	8" C900 Water Main (includes fittings &	9,000	EA	\$120.00	\$1,242,000	4.5%
W4	8" Gate Valve	8	EA	\$3,600	\$33,120	0.1%
W5	Sleeve & Insulation for SewerLine Crossings	150	LF	\$200	\$34,500	0.1%
W6	Fire Hydrant w/ GV, C900 Pipe, Tee, Restraints	23	EA	\$10,800	\$285,660	1.0%
W7	PureCore Water Service w/WetTap, Saddle, Corp	150	EA	\$5,600	\$966,000	3.5%
W8	Air Vac Valve w/ Vault, fittings, service line &	1	EA	\$8,000	\$9,200	0.0%
			<i>Item Subtotal</i>		\$2,588,880	9.4%
POTABLE WATER PLANT						
WTP1	400,000 Gal Storage Tank	400,000	GAL	\$3	\$1,380,000	5.0%
WTP2	8" C900 Water Main (includes fittings &	1,500	LF	\$120	\$207,000	0.8%
WTP3	Package Water Treatment Plant (250 GPM)	1	EA	\$5000000	\$5,750,000	21.0%
WTP4	Site Prep	1	EA	\$250000	\$287,500	1.0%
WTP5	WTP Building	1	EA	\$2500000	\$2,875,000	10.5%
WTP6	Meter/Valve Vault (includes, fiittings, Valves,	1	LS	\$250,000	\$287,500	1.0%
			<i>Item Subtotal</i>		\$10,787,000	39.3%

Battle North LLC - Phase 1 - Maloit Park Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
DRAINAGE						
D1	18" Nominal Angular RipRap	200	Ton	\$154.00	\$35,420	0.1%
D2	Concrete Headwall & Wingwall Structures for	1	EA	\$11,000	\$12,650	0.0%
D3	24" RCP Culvert	40	LF	\$165	\$7,590	0.0%
D4	18" ADS-N12 Culvert	1500	LF	\$120	\$207,000	0.8%
D5	18" Flared End Sections	6	EA	\$480	\$3,312	0.0%
D6	Type R Inlet w/Snout & Bio-skirts	15	EA	\$11,500	\$198,375	0.7%
D7	Nyloplast Single Inlet w Snout & Bio-skirts	2	EA	\$9,000	\$20,700	0.1%
D8	Nyloplast Double Inlet w Snout & Bio-skirts	2	EA	\$13,250	\$30,475	0.1%
D9	Ditch Gabion Check Dams	48	EA	\$725	\$40,020	0.1%
				<i>Item Subtotal</i>	\$555,542	2.0%
UTILITY RELOCATION						
U1	Relocated Gas Transmission Line	1	EA	\$550000	\$632,500	2.3%
				<i>Item Subtotal</i>	\$632,500	2.3%
ROADS, CURB & Apron, Pans & Sidewalk						
R1	Asphalt Saw Cut & Rotomill	200	LF	\$22	\$5,060	0.0%
R2	Maloit Road Demo & Subgrade Prep &	1,750	SY	\$7	\$14,088	0.1%
R3	Class 6 ABC for Roads, Drives, Curbs, Aprons,	10,525	Ton	\$41	\$496,254	1.8%
R4	18" Standard Vertical & Mountable Curb &	11,630	LF	\$40	\$534,980	2.0%
R5	12" Spill Curb Edge	5000	LF	\$36	\$207,000	0.8%
R6	Curb Return Apron Fillets & Valley Pans	4,500	SF	\$18	\$93,150	0.3%
R7	5' Sidewalk	2,869	SF	\$14	\$46,191	0.2%
R8	On-Site Roads ADA ramps	850	SF	\$14	\$13,685	0.0%
R9	3" Asphaltic Pavement	125	Ton	\$180	\$25,875	0.1%
R10	4" Asphaltic Pavement	3,230	Ton	\$158	\$586,891	2.1%
R11	Parking Areas	1,500	Ton	\$159	\$274,275	1.0%
R12	Public Transportation Bus Stop	1	EA	\$1000000	\$1,150,000	4.2%
R11	HW 24 Intersection Improvements	1	EA	\$2000000	\$2,300,000	8.4%
R12	Bridges	2	EA	\$1500000	\$3,450,000	12.6%
					\$9,197,448	33.5%
TRAILS						
T1	Trail 53 Parking Space Site Grading/Subgrade	1	LS	\$6,000	\$6,900	0.0%
T2	Trail 53 Parking Space - 6" Class 6 ABC	180	Ton	\$41	\$8,487	0.0%
T3	ECO Trail Class 6 ABC	500	Ton	\$41	\$23,575	0.1%
T4	ECO Trail 3" Asphalt	150	Ton	\$168	\$28,980	0.1%
T5	ECO Trail ADA ramps	175	SF	\$22	\$4,428	0.0%
T6	ECO Trail Bridge (To be determined)	1	LS	\$75,000	\$86,250	0.3%
T7	Onsite 3' wide Trail (6" Compacted crusher	500	LF	\$22	\$12,650	0.0%
				<i>Item Subtotal</i>	\$171,270	0.6%
CONSTRUCTION TOTAL					\$27,433,010	100.0%
OTHER SERVICES & COSTS						
A1	Construction Survey		2.0%		\$548,660	2.0%
A2	Testing (water, sewer, compaction)		2.0%		\$548,660	2.0%
A3	Overhead		8.0%		\$2,194,641	5.0%
A4	BOND		1.5%		\$411,495	1.5%
A5	Civil Engineering		4.0%		\$1,097,320	4.0%
A6	Construction Observation		1.0%		\$274,330	1.0%
A7	Contingency (12%)		12.0%		\$3,291,961	12.0%
				<i>Item Subtotal</i>	\$8,367,068	
TOTAL COST					\$35,800,078	100.0%

Battle North LLC - Phase 2 - Reservoir Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
GENERAL						
G1	Mobilization	1	LS	\$85,000	\$97,750	0.9%
G2	Mud Tracking Mitigation	1	LS	\$6,000	\$6,900	0.1%
G3	Erosion Control - Silt Fencing	2,500	LF	\$3.50	\$10,063	0.1%
G4	Erosion Control - Silt Logs	200	EA	\$34.00	\$7,820	0.1%
G5	Traffic Control - Barricades & Signage +	1	LS	\$90,000	\$103,500	1.0%
G6	Street Signs	5	EA	\$550	\$3,163	0.0%
G7	Revegetation (Dryland)	5	AC	\$1,700	\$9,775	0.1%
G8	Permenent Turf Reinforcement	5,000	SY	\$12.00	\$69,000	0.6%
G9	Temporary Turf Reinforcement	1,000	SY	\$9.00	\$10,350	0.1%
G10	Pavement Striping	1	LS	\$2,500	\$2,875	0.0%
G11	Landscape	1	LS	\$45,000	\$51,750	0.5%
<i>Item Subtotal</i>					\$372,945	3.4%
EARTHWORK						
D1	Top Soil Removal & Replacement	2,500	CY	\$22.50	\$64,688	0.6%
D2	Site Excavation (Cut/Fill & Compaction)	7,500	CY	\$22.00	\$189,750	1.7%
D3	Fill Import (from Reservoir Site)	5,000	CY	\$22.00	\$126,500	1.2%
<i>Item Subtotal</i>					\$380,938	3.5%
SANITARY SEWER						
S1	8" PVC Sewer Main	11,850	LF	\$91	\$1,240,103	11.4%
S2	4' Dia Concrete Manhole	30	EA	\$5,800	\$200,100	1.8%
S3	4" Dia Force Main	500	EA	\$65	\$37,375	0.3%
S4	Sewer Pump Station	1	EA	\$500,000	\$575,000	5.3%
S5	4" PVC Sewer Service	75	EA	\$3,600	\$310,500	2.9%
<i>Item Subtotal</i>					\$2,363,078	21.7%
POTABLE WATER						
W1	Booster Pump Station	1	EA	\$500,000	\$575,000	5.3%
W2	8" Tee Connection w/Two 8" GV's & Plug	4	EA	\$16,000	\$73,600	0.7%
W3	8" C900 Water Main (includes fittings &	11,850	EA	\$120.00	\$1,635,300	15.0%
W4	8" Gate Valve	10	EA	\$3,600	\$41,400	0.4%
W5	Sleeve & Insulation for SewerLine Crossings	75	LF	\$200	\$17,250	0.2%
W6	Fire Hydrant w/ GV, C900 Pipe, Tee, Restraints	15	EA	\$10,800	\$186,300	1.7%
W7	PureCore Water Service w/WetTap, Saddle, Corp	75	EA	\$5,600	\$483,000	4.4%
W8	Air Vac Valve w/ Vault, fittings, service line &	1	EA	\$8,000	\$9,200	0.1%
<i>Item Subtotal</i>					\$3,021,050	27.7%
DRAINAGE						
D1	18" Nominal Angular RipRap	100	Ton	\$154.00	\$17,710	0.2%
D2	Concrete Headwall & Wingwall Structures for	1	EA	\$11,000	\$12,650	0.1%
D3	24" RCP Culvert	40	LF	\$165	\$7,590	0.1%
D4	18" ADS-N12 Culvert	300	LF	\$120	\$41,400	0.4%
D5	18" Flared End Sections	4	EA	\$480	\$2,208	0.0%
D6	Ditch Gabion Check Dams	20	EA	\$725	\$16,675	0.2%
<i>Item Subtotal</i>					\$98,233	0.9%

Battle North LLC - Phase 2 - Reservoir Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
ROADS, CURB & Apron, Pans & Sidewalk						
R3	Class 6 ABC for Roads, Drives, Curbs, Aprons,	15,840	Ton	\$41	\$746,856	6.9%
R4	18" Standard Vertical & Mountable Curb &	4,000	LF	\$40	\$184,000	1.7%
R5	12" Spill Curb Edge	2,000	LF	\$36	\$82,800	0.8%
R6	Curb Return Apron Fillets & Valley Pans	2,000	SF	\$18	\$41,400	0.4%
R7	5' Sidewalk	3,000	SF	\$14	\$48,300	0.4%
R8	On-Site Roads ADA ramps	250	SF	\$14	\$4,025	0.0%
R9	3" Asphaltic Pavement	125	Ton	\$180	\$25,875	0.2%
R10	4" Asphaltic Pavement	4,000	Ton	\$158	\$726,800	6.7%
R11	Parking Areas	500	Ton	\$159	\$91,425	0.8%
R12	Public Transportation Bus Stop	1	EA	\$1000000	\$1,150,000	10.6%
R11	HW 24 Intersection Improvements	1	EA	\$1000000	\$1,150,000	10.6%
					\$4,251,481	39.0%
TRAILS						
T1	Trail 53 Parking Space Site Grading/Subgrade	1	LS	\$6,000	\$6,900	0.1%
T2	Trail 53 Parking Space - 6" Class 6 ABC	900	Ton	\$41	\$42,435	0.4%
T3	ECO Trail Class 6 ABC	500	Ton	\$41	\$23,575	0.2%
T4	ECO Trail 3" Asphalt	1500	Ton	\$168	\$289,800	2.7%
T5	ECO Trail ADA ramps	175	SF	\$22	\$4,428	0.0%
T6	Onsite 3' wide Trail (6" Compacted crusher	1500	LF	\$22	\$37,950	0.3%
			<i>Item Subtotal</i>		\$405,088	3.7%
CONSTRUCTION TOTAL					\$10,892,812	100.0%
OTHER SERVICES & COSTS						
A1	Construction Survey		2.0%		\$217,856	2.0%
A2	Testing (water, sewer, compaction)		2.0%		\$217,856	2.0%
A3	Overhead		8.0%		\$871,425	8.0%
A4	BOND		1.5%		\$163,392	1.5%
A5	Civil Engineering		4.0%		\$435,712	4.0%
A6	Construction Observation		1.0%		\$108,928	1.0%
A7	Contingency (30%)		30.0%		\$3,049,987	30.0%
			<i>Item Subtotal</i>		\$5,065,157	
TOTAL COST					\$15,957,969	100.0%

EXHIBIT C
FINANCIAL PLAN

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Eagle County, Colorado

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**GENERAL OBLIGATION BONDS, SERIES 2026**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036**  
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Service Plan

Bond Assumptions	Series 2026	Series 2036	Total
Closing Date	12/1/2026	12/1/2036	
First Call Date	12/1/2031	12/1/2046	
Final Maturity	12/1/2056	12/1/2066	
Sources of Funds			
Par Amount	35,920,000	54,070,000	89,990,000
Funds on Hand	0	4,788,271	4,788,271
Total	35,920,000	58,858,271	94,778,271
Uses of Funds			
Project Fund	\$27,193,329	\$23,827,921	\$51,021,250
Refunding Escrow	0	34,560,000	34,560,000
Debt Service Reserve	3,218,271	0	3,218,271
Capitalized Interest	4,490,000	0	4,490,000
Costs of Issuance	1,018,400	470,350	1,488,750
Total	35,920,000	58,858,271	94,778,271
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Commercial	2.00%	2.00%	
Taxing Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	7.15%		
<i>Current Assumption</i>	7.15%		
Debt Service Mills			
<i>Service Plan Mill Levy Cap</i>	50.000		
<i>Maximum Adjusted Cap</i>	50.000		
<i>Target Mill Levy</i>	50.000		
Specific Ownership Taxes	6.00%		
County Treasurer Fee	3.00%		
Operations			
Operations Mill Levy	10.000		
Total Mill Levy	60.000		

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Development Summary**

Statutory Actual Value (2024)	Residential								Total Residential
	SFD (wav)	Product 2	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	
	\$1,850,000	\$	\$	\$	\$	\$	\$	\$	
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	75	-	-	-	-	-	-	-	75
2027	75	-	-	-	-	-	-	-	75
2028	75	-	-	-	-	-	-	-	75
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
Total Units	225	-	-	-	-	-	-	-	225
Total Statutory Actual Value	\$416,250,000	\$	\$	\$	\$	\$	\$	\$	\$416,250,000

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Development Summary**

Statutory Actual Value (2024)	Commercial								Total Commercial
	Commercial (tbd)	Product B	Product C	Product D	Product E	Product F	Product G	Product H	
	\$200	\$	\$	\$	\$	\$	\$	\$	
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	25,000	-	-	-	-	-	-	-	25,000
2027	25,000	-	-	-	-	-	-	-	25,000
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
Total Units	50,000	-	-	-	-	-	-	-	50,000
Total Statutory Actual Value	\$10,000,000	\$	\$	\$	\$	\$	\$	\$	\$10,000,000

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Assessed Value Calculation

	Vacant Land		Residential				Commercial				Total
	Cumulative Statutory	Assessed Value	Total	Biennial	Cumulative Statutory	Assessed Value	Total	Biennial	Cumulative Statutory	Assessed Value	Assessed Value
	Actual Value ¹	In Collection Year	Residential Units	Reassessment	Actual Value	In Collection Year	Commercial SF	Reassessment	Actual Value	In Collection Year	In Collection Year
		(2-year lag)		6.00%		(2-year lag)		2.00%		@ 29.00%	(2-year lag)
2023	0	0	0		0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0
2025	14,375,000	0	0		0	0	0	0	0	0	0
2026	14,375,000	0	75	0	144,355,500	0	25,000	0	5,202,000	0	0
2027	13,875,000	4,168,750	75		291,598,110	0	25,000		10,508,040	0	4,168,750
2028	0	4,168,750	75	17,495,887	459,281,459	10,321,418	0	210,161	10,718,201	1,508,580	15,998,748
2029	0	4,023,750	0		459,281,459	20,849,265	0		10,718,201	3,047,332	27,920,346
2030	0	0	0	27,556,888	486,838,346	32,838,624	0	214,364	10,932,565	3,108,278	35,946,903
2031	0	0	0		486,838,346	32,838,624	0		10,932,565	3,108,278	35,946,903
2032	0	0	0	29,210,301	516,048,647	34,808,942	0	218,651	11,151,216	3,170,444	37,979,386
2033	0	0	0		516,048,647	34,808,942	0		11,151,216	3,170,444	37,979,386
2034	0	0	0	30,962,919	547,011,566	36,897,478	0	223,024	11,374,240	3,233,853	40,131,331
2035	0	0	0		547,011,566	36,897,478	0		11,374,240	3,233,853	40,131,331
2036	0	0	0	32,820,694	579,832,260	39,111,327	0	227,485	11,601,725	3,298,530	42,409,857
2037	0	0	0		579,832,260	39,111,327	0		11,601,725	3,298,530	42,409,857
2038	0	0	0	34,789,936	614,622,195	41,458,007	0	232,035	11,833,760	3,364,500	44,822,507
2039	0	0	0		614,622,195	41,458,007	0		11,833,760	3,364,500	44,822,507
2040	0	0	0	36,877,332	651,499,527	43,945,487	0	236,675	12,070,435	3,431,790	47,377,277
2041	0	0	0		651,499,527	43,945,487	0		12,070,435	3,431,790	47,377,277
2042	0	0	0	39,089,972	690,589,499	46,582,216	0	241,409	12,311,844	3,500,426	50,082,642
2043	0	0	0		690,589,499	46,582,216	0		12,311,844	3,500,426	50,082,642
2044	0	0	0	41,435,370	732,024,869	49,377,149	0	246,237	12,558,081	3,570,435	52,947,584
2045	0	0	0		732,024,869	49,377,149	0		12,558,081	3,570,435	52,947,584
2046	0	0	0	43,921,492	775,946,361	52,339,778	0	251,162	12,809,242	3,641,843	55,981,621
2047	0	0	0		775,946,361	52,339,778	0		12,809,242	3,641,843	55,981,621
2048	0	0	0	46,556,782	822,503,143	55,480,165	0	256,185	13,065,427	3,714,680	59,194,845
2049	0	0	0		822,503,143	55,480,165	0		13,065,427	3,714,680	59,194,845
2050	0	0	0	49,350,189	871,853,331	58,808,975	0	261,309	13,326,736	3,788,974	62,597,949
2051	0	0	0		871,853,331	58,808,975	0		13,326,736	3,788,974	62,597,949
2052	0	0	0	52,311,200	924,164,531	62,337,513	0	266,535	13,593,270	3,864,753	66,202,266
2053	0	0	0		924,164,531	62,337,513	0		13,593,270	3,864,753	66,202,266
2054	0	0	0	55,449,872	979,614,403	66,077,764	0	271,865	13,865,136	3,942,048	70,019,812
2055	0	0	0		979,614,403	66,077,764	0		13,865,136	3,942,048	70,019,812
2056	0	0	0	58,776,864	1,038,391,267	70,042,430	0	277,303	14,142,438	4,020,889	74,063,319
2057	0	0	0		1,038,391,267	70,042,430	0		14,142,438	4,020,889	74,063,319
2058	0	0	0	62,303,476	1,100,694,743	74,244,976	0	282,849	14,425,287	4,101,307	78,346,283
2059	0	0	0		1,100,694,743	74,244,976	0		14,425,287	4,101,307	78,346,283
2060	0	0	0	66,041,685	1,166,736,428	78,699,674	0	288,506	14,713,793	4,183,333	82,883,007
2061	0	0	0		1,166,736,428	78,699,674	0		14,713,793	4,183,333	82,883,007
2062	0	0	0	70,004,186	1,236,740,613	83,421,655	0	294,276	15,008,069	4,267,000	87,688,654
2063	0	0	0		1,236,740,613	83,421,655	0		15,008,069	4,267,000	87,688,654
2064	0	0	0	74,204,437	1,310,945,050	88,426,954	0	300,161	15,308,230	4,352,340	92,779,294
2065	0	0	0		1,310,945,050	88,426,954	0		15,308,230	4,352,340	92,779,294
2066	0	0	0	78,656,703	1,389,601,753	93,732,571	0	306,165	15,614,395	4,439,387	98,171,958
Total			225	947,816,181			50,000	5,106,355			

1. Vacant land value calculated in year prior to construction as 10% of built-out market value
2. Manual adjustment to actual value per assessor
3. SFD RAR Assumes 6.95% in '23, 6.70% in '24; back to 7.15% thereafter

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Revenue Calculation**

	District Mill Levy Revenue				Expenses		Total
	Assessed Value	Debt Mill Levy	Debt Mill Levy	Specific Ownership	County Treasurer	Annual Trustee	Revenue Available
	In Collection Year		Collections	Taxes	Fee	Fee	for Debt Service
	(2-year lag)	50.000 Cap 50.000 Target	99.5%	6.00%	3.00%	\$4,000	
2023	0	0.000	0	0	0	0	0
2024	0	0.000	0	0	0	0	0
2025	0	0.000	0	0	0	0	0
2026	0	50.000	0	0	0	0	0
2027	4,168,750	50.000	207,395	12,444	(6,222)	(4,000)	209,617
2028	15,998,748	50.000	795,938	47,756	(23,878)	(4,000)	815,816
2029	27,920,346	50.000	1,389,037	83,342	(41,671)	(4,000)	1,426,708
2030	35,946,903	50.000	1,788,358	107,302	(53,651)	(4,000)	1,838,009
2031	35,946,903	50.000	1,788,358	107,302	(53,651)	(4,000)	1,838,009
2032	37,979,386	50.000	1,889,474	113,368	(56,684)	(4,000)	1,942,159
2033	37,979,386	50.000	1,889,474	113,368	(56,684)	(4,000)	1,942,159
2034	40,131,331	50.000	1,996,534	119,792	(59,896)	(4,000)	2,052,430
2035	40,131,331	50.000	1,996,534	119,792	(59,896)	(4,000)	2,052,430
2036	42,409,857	50.000	2,109,890	126,593	(63,297)	(4,000)	2,169,187
2037	42,409,857	50.000	2,109,890	126,593	(63,297)	(4,000)	2,169,187
2038	44,822,507	50.000	2,229,920	133,795	(66,898)	(4,000)	2,292,817
2039	44,822,507	50.000	2,229,920	133,795	(66,898)	(4,000)	2,292,817
2040	47,377,277	50.000	2,357,020	141,421	(70,711)	(4,000)	2,423,730
2041	47,377,277	50.000	2,357,020	141,421	(70,711)	(4,000)	2,423,730
2042	50,082,642	50.000	2,491,611	149,497	(74,748)	(4,000)	2,562,360
2043	50,082,642	50.000	2,491,611	149,497	(74,748)	(4,000)	2,562,360
2044	52,947,584	50.000	2,634,142	158,049	(79,024)	(4,000)	2,709,167
2045	52,947,584	50.000	2,634,142	158,049	(79,024)	(4,000)	2,709,167
2046	55,981,621	50.000	2,785,086	167,105	(83,553)	(4,000)	2,864,638
2047	55,981,621	50.000	2,785,086	167,105	(83,553)	(4,000)	2,864,638
2048	59,194,845	50.000	2,944,944	176,697	(88,348)	(4,000)	3,029,292
2049	59,194,845	50.000	2,944,944	176,697	(88,348)	(4,000)	3,029,292
2050	62,597,949	50.000	3,114,248	186,855	(93,427)	(4,000)	3,203,675
2051	62,597,949	50.000	3,114,248	186,855	(93,427)	(4,000)	3,203,675
2052	66,202,266	50.000	3,293,563	197,614	(98,807)	(4,000)	3,388,370
2053	66,202,266	50.000	3,293,563	197,614	(98,807)	(4,000)	3,388,370
2054	70,019,812	50.000	3,483,486	209,009	(104,505)	(4,000)	3,583,990
2055	70,019,812	50.000	3,483,486	209,009	(104,505)	(4,000)	3,583,990
2056	74,063,319	50.000	3,684,650	221,079	(110,540)	(4,000)	3,791,190
2057	74,063,319	50.000	3,684,650	221,079	(110,540)	(4,000)	3,791,190
2058	78,346,283	50.000	3,897,728	233,864	(116,932)	(4,000)	4,010,659
2059	78,346,283	50.000	3,897,728	233,864	(116,932)	(4,000)	4,010,659
2060	82,883,007	50.000	4,123,430	247,406	(123,703)	(4,000)	4,243,133
2061	82,883,007	50.000	4,123,430	247,406	(123,703)	(4,000)	4,243,133
2062	87,688,654	50.000	4,362,511	261,751	(130,875)	(4,000)	4,489,386
2063	87,688,654	50.000	4,362,511	261,751	(130,875)	(4,000)	4,489,386
2064	92,779,294	50.000	4,615,770	276,946	(138,473)	(4,000)	4,750,243
2065	92,779,294	50.000	4,615,770	276,946	(138,473)	(4,000)	4,750,243
2066	98,171,958	50.000	4,884,055	293,043	(146,522)	(4,000)	5,026,577
Total			114,881,152	6,892,869	(3,446,435)	(160,000)	118,167,586

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service		Total	Funds on Hand as a Source	Senior Surplus Fund			Ratio Analysis	
		Series 2026	Series 2036			Annual Surplus	Cumulative Balance \$3,592,000 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 12/1/26 Par: \$35,920,000 Proj: \$27,193,329	Dated: 12/1/36 Par: \$54,070,000 Proj: \$23,827,921 Esc: \$34,560,000							
2023	0									
2024	0									
2025	0									
2026	0	0		0		0	0	0	n/a	n/a
2027	209,617	0		0		209,617	209,617	0	862%	n/a
2028	815,816	0		0		815,816	1,025,433	0	225%	n/a
2029	1,426,708	898,000		898,000		528,708	1,554,141	0	129%	159%
2030	1,838,009	1,836,000		1,836,000		2,009	1,556,151	0	100%	100%
2031	1,838,009	1,834,000		1,834,000		4,009	1,560,160	0	100%	100%
2032	1,942,159	1,937,000		1,937,000		5,159	1,565,318	0	94%	100%
2033	1,942,159	1,939,750		1,939,750		2,409	1,567,727	0	94%	100%
2034	2,052,430	2,052,000		2,052,000		430	1,568,157	0	89%	100%
2035	2,052,430	2,048,250		2,048,250		4,180	1,572,336	0	88%	100%
2036	2,169,187	2,169,000	0	2,169,000	\$1,570,000	(1,569,813)	2,524	0	82%	100%
2037	2,169,187	Ref'd by Ser. '36	2,162,800	2,162,800		6,387	8,911	0	127%	100%
2038	2,292,817		2,292,800	2,292,800		17	8,928	0	121%	100%
2039	2,292,817		2,292,600	2,292,600		217	9,145	0	120%	100%
2040	2,423,730		2,422,200	2,422,200		1,530	10,675	0	114%	100%
2041	2,423,730		2,421,400	2,421,400		2,330	13,006	0	113%	100%
2042	2,562,360		2,560,200	2,560,200		2,160	15,165	0	106%	100%
2043	2,562,360		2,558,000	2,558,000		4,360	19,525	0	105%	100%
2044	2,709,167		2,705,200	2,705,200		3,967	23,492	0	99%	100%
2045	2,709,167		2,705,800	2,705,800		3,367	26,858	0	98%	100%
2046	2,864,638		2,860,400	2,860,400		4,238	31,096	0	91%	100%
2047	2,864,638		2,862,800	2,862,800		1,838	32,935	0	90%	100%
2048	3,029,292		3,028,800	3,028,800		492	33,427	0	84%	100%
2049	3,029,292		3,026,800	3,026,800		2,492	35,918	0	82%	100%
2050	3,203,675		3,203,200	3,203,200		475	36,394	0	76%	100%
2051	3,203,675		3,200,800	3,200,800		2,875	39,269	0	74%	100%
2052	3,388,370		3,386,400	3,386,400		1,970	41,239	0	67%	100%
2053	3,388,370		3,387,400	3,387,400		970	42,208	0	65%	100%
2054	3,583,990		3,580,800	3,580,800		3,190	45,399	0	59%	100%
2055	3,583,990		3,583,800	3,583,800		190	45,589	0	56%	100%
2056	3,791,190		3,788,600	3,788,600		2,590	48,179	0	51%	100%
2057	3,791,190		3,787,000	3,787,000		4,190	52,368	0	47%	100%
2058	4,010,659		4,006,800	4,006,800		3,859	56,228	0	42%	100%
2059	4,010,659		4,009,000	4,009,000		1,659	57,887	0	38%	100%
2060	4,243,133		4,241,800	4,241,800		1,333	59,219	0	33%	100%
2061	4,243,133		4,240,800	4,240,800		2,333	61,552	0	29%	100%
2062	4,489,386		4,484,800	4,484,800		4,586	66,138	0	24%	100%
2063	4,489,386		4,488,800	4,488,800		586	66,724	0	20%	100%
2064	4,750,243		4,746,800	4,746,800		3,443	70,167	0	14%	100%
2065	4,750,243		4,748,400	4,748,400		1,843	72,010	0	10%	100%
2066	5,026,577		5,023,200	5,023,200		3,377	0	75,386	5%	100%
Total	118,167,586	14,714,000	101,808,200	116,522,200	1,570,000	75,386		75,386		

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Operations Projection**

	Total	Operations Revenue				Total	Total Mills
	Assessed Value	Operations	Ops Mill Levy	Specific Ownership	County Treasurer	Revenue Available	Total
	In Collection Year (2-year lag)	Mill Levy 10.000 Target	Collections 99.5%	Taxes 6%	Fee 3.00%	for Operations	District Mills
2023							
2024							
2025							
2026	0	10.000	0	0	0	0	60.000
2027	4,168,750	10.000	41,479	2,489	(1,244)	42,723	60.000
2028	15,998,748	10.000	159,188	9,551	(4,776)	163,963	60.000
2029	27,920,346	10.000	277,807	16,668	(8,334)	286,142	60.000
2030	35,946,903	10.000	357,672	21,460	(10,730)	368,402	60.000
2031	35,946,903	10.000	357,672	21,460	(10,730)	368,402	60.000
2032	37,979,386	10.000	377,895	22,674	(11,337)	389,232	60.000
2033	37,979,386	10.000	377,895	22,674	(11,337)	389,232	60.000
2034	40,131,331	10.000	399,307	23,958	(11,979)	411,286	60.000
2035	40,131,331	10.000	399,307	23,958	(11,979)	411,286	60.000
2036	42,409,857	10.000	421,978	25,319	(12,659)	434,637	60.000
2037	42,409,857	10.000	421,978	25,319	(12,659)	434,637	60.000
2038	44,822,507	10.000	445,984	26,759	(13,380)	459,363	60.000
2039	44,822,507	10.000	445,984	26,759	(13,380)	459,363	60.000
2040	47,377,277	10.000	471,404	28,284	(14,142)	485,546	60.000
2041	47,377,277	10.000	471,404	28,284	(14,142)	485,546	60.000
2042	50,082,642	10.000	498,322	29,899	(14,950)	513,272	60.000
2043	50,082,642	10.000	498,322	29,899	(14,950)	513,272	60.000
2044	52,947,584	10.000	526,828	31,610	(15,805)	542,633	60.000
2045	52,947,584	10.000	526,828	31,610	(15,805)	542,633	60.000
2046	55,981,621	10.000	557,017	33,421	(16,711)	573,728	60.000
2047	55,981,621	10.000	557,017	33,421	(16,711)	573,728	60.000
2048	59,194,845	10.000	588,989	35,339	(17,670)	606,658	60.000
2049	59,194,845	10.000	588,989	35,339	(17,670)	606,658	60.000
2050	62,597,949	10.000	622,850	37,371	(18,685)	641,535	60.000
2051	62,597,949	10.000	622,850	37,371	(18,685)	641,535	60.000
2052	66,202,266	10.000	658,713	39,523	(19,761)	678,474	60.000
2053	66,202,266	10.000	658,713	39,523	(19,761)	678,474	60.000
2054	70,019,812	10.000	696,697	41,802	(20,901)	717,598	60.000
2055	70,019,812	10.000	696,697	41,802	(20,901)	717,598	60.000
2056	74,063,319	10.000	736,930	44,216	(22,108)	759,038	60.000
2057	74,063,319	10.000	736,930	44,216	(22,108)	759,038	60.000
2058	78,346,283	10.000	779,546	46,773	(23,386)	802,932	60.000
2059	78,346,283	10.000	779,546	46,773	(23,386)	802,932	60.000
2060	82,883,007	10.000	824,686	49,481	(24,741)	849,427	60.000
2061	82,883,007	10.000	824,686	49,481	(24,741)	849,427	60.000
2062	87,688,654	10.000	872,502	52,350	(26,175)	898,677	60.000
2063	87,688,654	10.000	872,502	52,350	(26,175)	898,677	60.000
2064	92,779,294	10.000	923,154	55,389	(27,695)	950,849	60.000
2065	92,779,294	10.000	923,154	55,389	(27,695)	950,849	60.000
2066	98,171,958	10.000	976,811	58,609	(29,304)	1,006,115	60.000
Total			22,976,230	1,378,574	(689,287)	23,665,517	

SOURCES AND USES OF FUNDS

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 2056 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

Dated Date 12/01/2026
Delivery Date 12/01/2026

Sources:

Bond Proceeds:	
Par Amount	35,920,000.00
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	35,920,000.00
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	27,193,329.17
Other Fund Deposits:	
Capitalized Interest Fund	4,490,000.00
Debt Service Reserve	3,218,270.83
	<hr/>
	7,708,270.83
Delivery Date Expenses:	
Cost of Issuance	300,000.00
Underwriter's Discount	718,400.00
	<hr/>
	1,018,400.00
	<hr/>
	35,920,000.00
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BOND SUMMARY STATISTICS

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills**

Non-Rated, 100x, 2056 Final Maturity

(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)

Dated Date	12/01/2026
Delivery Date	12/01/2026
First Coupon	06/01/2027
Last Maturity	12/01/2056
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.152743%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.217869%
Average Coupon	5.000000%
Average Life (years)	23.006
Weighted Average Maturity (years)	23.006
Duration of Issue (years)	13.506
Par Amount	35,920,000.00
Bond Proceeds	35,920,000.00
Total Interest	41,318,500.00
Net Interest	42,036,900.00
Bond Years from Dated Date	826,370,000.00
Bond Years from Delivery Date	826,370,000.00
Total Debt Service	77,238,500.00
Maximum Annual Debt Service	3,790,500.00
Average Annual Debt Service	2,574,616.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2056	35,920,000.00	100.000	5.000%	23.006	12/02/2049	55,676.00
	35,920,000.00			23.006		55,676.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	35,920,000.00	35,920,000.00	35,920,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-718,400.00	-718,400.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	35,201,600.00	34,901,600.00	35,920,000.00
Target Date	12/01/2026	12/01/2026	12/01/2026
Yield	5.152743%	5.217869%	5.000000%

NET DEBT SERVICE

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills**

Non-Rated, 100x, 2056 Final Maturity

(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)

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| Period<br>Ending | Principal     | Interest      | Total<br>Debt Service | Capitalized<br>Interest Fund | Net<br>Debt Service |
|------------------|---------------|---------------|-----------------------|------------------------------|---------------------|
| 12/01/2027       |               | 1,796,000.00  | 1,796,000.00          | 1,796,000.00                 |                     |
| 12/01/2028       |               | 1,796,000.00  | 1,796,000.00          | 1,796,000.00                 |                     |
| 12/01/2029       |               | 1,796,000.00  | 1,796,000.00          | 898,000.00                   | 898,000.00          |
| 12/01/2030       | 40,000.00     | 1,796,000.00  | 1,836,000.00          |                              | 1,836,000.00        |
| 12/01/2031       | 40,000.00     | 1,794,000.00  | 1,834,000.00          |                              | 1,834,000.00        |
| 12/01/2032       | 145,000.00    | 1,792,000.00  | 1,937,000.00          |                              | 1,937,000.00        |
| 12/01/2033       | 155,000.00    | 1,784,750.00  | 1,939,750.00          |                              | 1,939,750.00        |
| 12/01/2034       | 275,000.00    | 1,777,000.00  | 2,052,000.00          |                              | 2,052,000.00        |
| 12/01/2035       | 285,000.00    | 1,763,250.00  | 2,048,250.00          |                              | 2,048,250.00        |
| 12/01/2036       | 420,000.00    | 1,749,000.00  | 2,169,000.00          |                              | 2,169,000.00        |
| 12/01/2037       | 440,000.00    | 1,728,000.00  | 2,168,000.00          |                              | 2,168,000.00        |
| 12/01/2038       | 585,000.00    | 1,706,000.00  | 2,291,000.00          |                              | 2,291,000.00        |
| 12/01/2039       | 615,000.00    | 1,676,750.00  | 2,291,750.00          |                              | 2,291,750.00        |
| 12/01/2040       | 775,000.00    | 1,646,000.00  | 2,421,000.00          |                              | 2,421,000.00        |
| 12/01/2041       | 815,000.00    | 1,607,250.00  | 2,422,250.00          |                              | 2,422,250.00        |
| 12/01/2042       | 995,000.00    | 1,566,500.00  | 2,561,500.00          |                              | 2,561,500.00        |
| 12/01/2043       | 1,045,000.00  | 1,516,750.00  | 2,561,750.00          |                              | 2,561,750.00        |
| 12/01/2044       | 1,240,000.00  | 1,464,500.00  | 2,704,500.00          |                              | 2,704,500.00        |
| 12/01/2045       | 1,305,000.00  | 1,402,500.00  | 2,707,500.00          |                              | 2,707,500.00        |
| 12/01/2046       | 1,525,000.00  | 1,337,250.00  | 2,862,250.00          |                              | 2,862,250.00        |
| 12/01/2047       | 1,600,000.00  | 1,261,000.00  | 2,861,000.00          |                              | 2,861,000.00        |
| 12/01/2048       | 1,845,000.00  | 1,181,000.00  | 3,026,000.00          |                              | 3,026,000.00        |
| 12/01/2049       | 1,940,000.00  | 1,088,750.00  | 3,028,750.00          |                              | 3,028,750.00        |
| 12/01/2050       | 2,210,000.00  | 991,750.00    | 3,201,750.00          |                              | 3,201,750.00        |
| 12/01/2051       | 2,320,000.00  | 881,250.00    | 3,201,250.00          |                              | 3,201,250.00        |
| 12/01/2052       | 2,620,000.00  | 765,250.00    | 3,385,250.00          |                              | 3,385,250.00        |
| 12/01/2053       | 2,750,000.00  | 634,250.00    | 3,384,250.00          |                              | 3,384,250.00        |
| 12/01/2054       | 3,085,000.00  | 496,750.00    | 3,581,750.00          |                              | 3,581,750.00        |
| 12/01/2055       | 3,240,000.00  | 342,500.00    | 3,582,500.00          |                              | 3,582,500.00        |
| 12/01/2056       | 3,610,000.00  | 180,500.00    | 3,790,500.00          |                              | 3,790,500.00        |
|                  | 35,920,000.00 | 41,318,500.00 | 77,238,500.00         | 4,490,000.00                 | 72,748,500.00       |

**SOURCES AND USES OF FUNDS**

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3**  
**EAGLE COUNTY, COLORADO**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036**  
**Pay & Cancel Refunding of (proposed) Series 2026 + New Money**  
**50.000 (target) Mills**  
**Assumes Investment Grade, 100x, 2066 Final Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

Dated Date                      12/01/2036  
 Delivery Date                  12/01/2036

**Sources:**

|                         |               |
|-------------------------|---------------|
| <hr/>                   |               |
| Bond Proceeds:          |               |
| Par Amount              | 54,070,000.00 |
| Other Sources of Funds: |               |
| Funds on Hand*          | 1,570,000.00  |
| Series 2028 - DSRF*     | 3,218,271.00  |
|                         | 4,788,271.00  |
|                         | 58,858,271.00 |

**Uses:**

|                            |               |
|----------------------------|---------------|
| <hr/>                      |               |
| Project Fund Deposits:     |               |
| Project Fund               | 23,827,921.00 |
| Refunding Escrow Deposits: |               |
| Cash Deposit*              | 34,560,000.00 |
| Delivery Date Expenses:    |               |
| Cost of Issuance           | 200,000.00    |
| Underwriter's Discount     | 270,350.00    |
|                            | 470,350.00    |
|                            | 58,858,271.00 |

[\*] Estimated balances (tbd)

**BOND SUMMARY STATISTICS**

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3  
EAGLE COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills**

**Assumes Investment Grade, 100x, 2066 Final Maturity  
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

|                                   |                  |
|-----------------------------------|------------------|
| Dated Date                        | 12/01/2036       |
| Delivery Date                     | 12/01/2036       |
| First Coupon                      | 06/01/2037       |
| Last Maturity                     | 12/01/2066       |
|                                   |                  |
| Arbitrage Yield                   | 4.000000%        |
| True Interest Cost (TIC)          | 4.035358%        |
| Net Interest Cost (NIC)           | 4.000000%        |
| All-In TIC                        | 4.061675%        |
| Average Coupon                    | 4.000000%        |
|                                   |                  |
| Average Life (years)              | 22.072           |
| Weighted Average Maturity (years) | 22.072           |
| Duration of Issue (years)         | 14.448           |
|                                   |                  |
| Par Amount                        | 54,070,000.00    |
| Bond Proceeds                     | 54,070,000.00    |
| Total Interest                    | 47,738,200.00    |
| Net Interest                      | 48,008,550.00    |
| Bond Years from Dated Date        | 1,193,455,000.00 |
| Bond Years from Delivery Date     | 1,193,455,000.00 |
| Total Debt Service                | 101,808,200.00   |
| Maximum Annual Debt Service       | 5,023,200.00     |
| Average Annual Debt Service       | 3,393,606.67     |
|                                   |                  |
| Underwriter's Fees (per \$1000)   |                  |
| Average Takedown                  |                  |
| Other Fee                         | 5.000000         |
|                                   |                  |
| Total Underwriter's Discount      | 5.000000         |
|                                   |                  |
| Bid Price                         | 99.500000        |

| Bond Component     | Par Value     | Price   | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|--------------------|---------------|---------|----------------|--------------|-----------------------|-------------------|
| Term Bond due 2066 | 54,070,000.00 | 100.000 | 4.000%         | 22.072       | 12/27/2058            | 94,081.80         |
|                    | 54,070,000.00 |         |                | 22.072       |                       | 94,081.80         |

|                            | TIC           | All-In TIC    | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value                  | 54,070,000.00 | 54,070,000.00 | 54,070,000.00   |
| + Accrued Interest         |               |               |                 |
| + Premium (Discount)       |               |               |                 |
| - Underwriter's Discount   | -270,350.00   | -270,350.00   |                 |
| - Cost of Issuance Expense |               | -200,000.00   |                 |
| - Other Amounts            |               |               |                 |
| Target Value               | 53,799,650.00 | 53,599,650.00 | 54,070,000.00   |
| Target Date                | 12/01/2036    | 12/01/2036    | 12/01/2036      |
| Yield                      | 4.035358%     | 4.061675%     | 4.000000%       |

**NET DEBT SERVICE**

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3  
EAGLE COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills  
Assumes Investment Grade, 100x, 2066 Final Maturity  
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

| Period Ending | Principal     | Interest      | Total Debt Service | Net Debt Service |
|---------------|---------------|---------------|--------------------|------------------|
| 12/01/2037    |               | 2,162,800.00  | 2,162,800.00       | 2,162,800.00     |
| 12/01/2038    | 130,000.00    | 2,162,800.00  | 2,292,800.00       | 2,292,800.00     |
| 12/01/2039    | 135,000.00    | 2,157,600.00  | 2,292,600.00       | 2,292,600.00     |
| 12/01/2040    | 270,000.00    | 2,152,200.00  | 2,422,200.00       | 2,422,200.00     |
| 12/01/2041    | 280,000.00    | 2,141,400.00  | 2,421,400.00       | 2,421,400.00     |
| 12/01/2042    | 430,000.00    | 2,130,200.00  | 2,560,200.00       | 2,560,200.00     |
| 12/01/2043    | 445,000.00    | 2,113,000.00  | 2,558,000.00       | 2,558,000.00     |
| 12/01/2044    | 610,000.00    | 2,095,200.00  | 2,705,200.00       | 2,705,200.00     |
| 12/01/2045    | 635,000.00    | 2,070,800.00  | 2,705,800.00       | 2,705,800.00     |
| 12/01/2046    | 815,000.00    | 2,045,400.00  | 2,860,400.00       | 2,860,400.00     |
| 12/01/2047    | 850,000.00    | 2,012,800.00  | 2,862,800.00       | 2,862,800.00     |
| 12/01/2048    | 1,050,000.00  | 1,978,800.00  | 3,028,800.00       | 3,028,800.00     |
| 12/01/2049    | 1,090,000.00  | 1,936,800.00  | 3,026,800.00       | 3,026,800.00     |
| 12/01/2050    | 1,310,000.00  | 1,893,200.00  | 3,203,200.00       | 3,203,200.00     |
| 12/01/2051    | 1,360,000.00  | 1,840,800.00  | 3,200,800.00       | 3,200,800.00     |
| 12/01/2052    | 1,600,000.00  | 1,786,400.00  | 3,386,400.00       | 3,386,400.00     |
| 12/01/2053    | 1,665,000.00  | 1,722,400.00  | 3,387,400.00       | 3,387,400.00     |
| 12/01/2054    | 1,925,000.00  | 1,655,800.00  | 3,580,800.00       | 3,580,800.00     |
| 12/01/2055    | 2,005,000.00  | 1,578,800.00  | 3,583,800.00       | 3,583,800.00     |
| 12/01/2056    | 2,290,000.00  | 1,498,600.00  | 3,788,600.00       | 3,788,600.00     |
| 12/01/2057    | 2,380,000.00  | 1,407,000.00  | 3,787,000.00       | 3,787,000.00     |
| 12/01/2058    | 2,695,000.00  | 1,311,800.00  | 4,006,800.00       | 4,006,800.00     |
| 12/01/2059    | 2,805,000.00  | 1,204,000.00  | 4,009,000.00       | 4,009,000.00     |
| 12/01/2060    | 3,150,000.00  | 1,091,800.00  | 4,241,800.00       | 4,241,800.00     |
| 12/01/2061    | 3,275,000.00  | 965,800.00    | 4,240,800.00       | 4,240,800.00     |
| 12/01/2062    | 3,650,000.00  | 834,800.00    | 4,484,800.00       | 4,484,800.00     |
| 12/01/2063    | 3,800,000.00  | 688,800.00    | 4,488,800.00       | 4,488,800.00     |
| 12/01/2064    | 4,210,000.00  | 536,800.00    | 4,746,800.00       | 4,746,800.00     |
| 12/01/2065    | 4,380,000.00  | 368,400.00    | 4,748,400.00       | 4,748,400.00     |
| 12/01/2066    | 4,830,000.00  | 193,200.00    | 5,023,200.00       | 5,023,200.00     |
|               | 54,070,000.00 | 47,738,200.00 | 101,808,200.00     | 101,808,200.00   |

**SUMMARY OF BONDS REFUNDED**

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3**  
**EAGLE COUNTY, COLORADO**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036**  
**Pay & Cancel Refunding of (proposed) Series 2026 + New Money**  
**50.000 (target) Mills**  
**Assumes Investment Grade, 100x, 2066 Final Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

| Bond                                                          | Maturity Date | Interest Rate | Par Amount    | Call Date  | Call Price |
|---------------------------------------------------------------|---------------|---------------|---------------|------------|------------|
| 1/29/24: Ser 26 NRSP, 5.00%, 100x, 50.00mIs, FG+6%R+2%C BiRE: |               |               |               |            |            |
| TERM56                                                        | 12/01/2037    | 5.000%        | 440,000.00    | 12/01/2036 | 100.000    |
|                                                               | 12/01/2038    | 5.000%        | 585,000.00    | 12/01/2036 | 100.000    |
|                                                               | 12/01/2039    | 5.000%        | 615,000.00    | 12/01/2036 | 100.000    |
|                                                               | 12/01/2040    | 5.000%        | 775,000.00    | 12/01/2036 | 100.000    |
|                                                               | 12/01/2041    | 5.000%        | 815,000.00    | 12/01/2036 | 100.000    |
|                                                               | 12/01/2042    | 5.000%        | 995,000.00    | 12/01/2036 | 100.000    |
|                                                               | 12/01/2043    | 5.000%        | 1,045,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2044    | 5.000%        | 1,240,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2045    | 5.000%        | 1,305,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2046    | 5.000%        | 1,525,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2047    | 5.000%        | 1,600,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2048    | 5.000%        | 1,845,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2049    | 5.000%        | 1,940,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2050    | 5.000%        | 2,210,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2051    | 5.000%        | 2,320,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2052    | 5.000%        | 2,620,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2053    | 5.000%        | 2,750,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2054    | 5.000%        | 3,085,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2055    | 5.000%        | 3,240,000.00  | 12/01/2036 | 100.000    |
|                                                               | 12/01/2056    | 5.000%        | 3,610,000.00  | 12/01/2036 | 100.000    |
|                                                               |               |               | 34,560,000.00 |            |            |



**ESCROW REQUIREMENTS**

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3  
EAGLE COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills  
Assumes Investment Grade, 100x, 2066 Final Maturity  
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

Dated Date 12/01/2036  
Delivery Date 12/01/2036

**P&C Ref'g SER26**

| <b>Period<br/>Ending</b> | <b>Principal<br/>Redeemed</b> | <b>Total</b>  |
|--------------------------|-------------------------------|---------------|
| 12/01/2036               | 34,560,000.00                 | 34,560,000.00 |
|                          | 34,560,000.00                 | 34,560,000.00 |

**EXHIBIT D**  
**TOWN RESOLUTION OF APPROVAL**

**TOWN OF MINTURN**

**RESOLUTION NO. \_\_ - SERIES 2024**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN,  
COLORADO APPROVING THE CONSOLIDATED SERVICE PLAN FOR BATTLE  
NORTH METROPOLITAN DISTRICT NOS. 1-3**

**WHEREAS**, § 32-1-204.5, C.R.S., provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoption of a resolution of approval by the governing body of such municipality; and

**WHEREAS**, a Consolidated Service Plan for Battle North Metropolitan District Nos. 1-3 (the “**Districts**”), dated \_\_\_\_\_, 2024 (the “**Service Plan**”), has been submitted to the Town Council (the “**Council**”) of the Town of Minturn, Colorado (the “**Town**”) in accordance with § 32-1-204.5, C.R.S.; and

**WHEREAS**, the property within the boundaries of the proposed Districts is located wholly within the boundaries of the Town; and

**WHEREAS**, on \_\_\_\_\_, 2024, the Town Council conducted a public hearing on the Service Plan.

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

1. The Town Council has jurisdiction to hear this matter.
2. The Service Plan contains the information required by § 32-1-202(2), C.R.S.
3. Evidence satisfactory to the Town Council of each of the following was presented, and the Town Council hereby finds that:
  - a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;
  - b. The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;
  - c. The proposed Districts are capable of providing economical and sufficient service to the area within their proposed boundaries; and
  - d. The area to be included within the proposed Districts has and will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
4. The Service Plan for the proposed Districts is hereby approved.

**RESOLVED, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO.**

TOWN OF MINTURN,  
a home rule municipal corporation

By: \_\_\_\_\_  
Earle Bidez, Mayor

ATTEST:

By: \_\_\_\_\_  
Jay Brunvand, Clerk

**EXHIBIT E**  
**INTERGOVERNMENTAL AGREEMENT**



**INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Minturn, State of Colorado (the “**Town**”) and Battle North Metropolitan District Nos. 1-3, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a “**District**” and collectively, the “**Districts**”). The Town and the Districts are collectively referred to as the “**Parties**.”

**RECITALS**

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Consolidated Service Plan approved by the Town on \_\_\_\_\_, 20\_\_ (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Town and the Districts are authorized by Article XIV of the Colorado Constitution and Title 29, Article 1, Part 2, C.R.S., to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (the “**Agreement**”); and

WHEREAS, all capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Service Plan; and

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1. Operations and Maintenance Limitation. The primary purpose of the Districts is to finance the planning, design, acquisition, construction and installation of the Public Improvements. The Districts shall be authorized to operate and maintain those Public Improvements not dedicated to the Town or other governmental entity.

2. Construction Standards Limitation. The Public Improvements shall be designed and constructed in accordance with the standards and specifications of the Town or of another governmental entity having proper jurisdiction, as applicable. The Public Improvements to be dedicated to the Town will be subject to the applicable warranty and security requirements imposed by the Town on all construction projects. The Districts shall obtain the Town’s approval of civil engineering plans for any Public Improvements being constructed by the Districts and

outside of the District Boundaries, and shall obtain applicable permits for construction and installation of all such Public Improvements prior to performing such work.

3. Funding Limitation. The funding of any Public Improvements other than those related to the types of Public Improvements authorized in the Service Plan shall be deemed a material modification of the Service Plan under Section 32-1- 207(2), C.R.S.

4. Issuance of Developer Debt. Prior to the issuance of any Developer Debt, the District issuing such Developer Debt shall obtain an External Municipal Advisor Certificate certifying that the interest rate of such Developer Debt does not exceed the rate as set forth in § 32-1-1101(7), C.R.S., as may be amended from time to time.

5. Inclusion/Exclusion Limitation. Except for the property within the Inclusion Area Boundaries, no District shall include additional property within its boundaries without the prior written consent of the Town given by the Town Manager.

6. Maximum Debt Authorization. The Districts, in the aggregate, shall not issue Debt in excess of Sixty-Two Million Dollars (\$62,000,000), including costs of issuance thereof, initial capitalized interest, and initial funding of any required reserve or surplus funds related to any such Debt; provided, however, any Debt that is issued (a) to pay, defease, or refund previously issued Debt, or (b) is an intergovernmental agreement(s) among the Districts providing for a multiple fiscal year pledge of revenues to or among the Districts to provide revenues to support Debt issued by any District shall not count against the this limit. The Districts may issue Debt on a schedule and in such year or years as the Districts determine and phased to serve development as it occurs.

7. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for and has applied for, except pursuant to approval of the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without limitation.

8. Bankruptcy Limitation. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, have been established under the authority of the Town to approve this Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued by a District with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

9. Eminent Domain Restriction. No District shall exercise its statutory power of eminent domain without first obtaining approval from the Town Council. This restriction on the Districts' exercise of their eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts' sovereign powers and shall not negatively affect the Districts' status as political subdivisions of the State as conferred by the Special District Act.

10. District Governance. Each District's Board shall be comprised of persons who are each a qualified "eligible elector" of the District as provided in the Special District Act. It is anticipated that over time, End Users who are eligible electors will assume direct electoral control of each District's Board as development of the Service Area progresses. The Districts shall not enter into any agreement by which the End Users' electoral control of the Board is removed or diminished.

11. Service Plan Amendment Requirement. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of a District which violate material terms the Service Plan shall be deemed to be material modifications to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, and to seek other remedies provided in law or in equity. The Financial Plan and anticipated Public Improvements presented in the Service Plan are subject to change due to market conditions at the time of debt issuance and Approved Development Plans. Any such change, within the limitations of the Service Plan, shall not constitute a material modification of the Service Plan.

12. Dissolution. Upon an independent determination of the Town Council that the purposes for which any District was created have been accomplished, that District agrees to file a petition in the appropriate District Court for dissolution, pursuant to §§ 32-1-701, *et seq.*, C.R.S. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required by the Special District Act and that any ownership, operations, maintenance, repair and replacement obligations for District owned and/or operated Public Improvements have been conveyed to another public entity.

13. Disclosure to Purchasers. The Districts shall provide annual notice to all eligible electors of the Districts in accordance with Section 32-1-809, C.R.S., as amended. In addition, each of the Districts shall record a District public disclosure document and a map of the then-current legal boundaries of the District with the Clerk and Recorder of Eagle County, in accordance with Section 32-1-104.8, C.R.S., as amended.

14. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Battle North Metropolitan District Nos. 1-3  
c/o White Bear Ankele Tanaka & Waldron  
2154 E. Commons Ave., Suite 2000  
Centennial, Colorado 80122  
Attn: Trisha K. Harris, Esq.  
Phone: 303-858-1800  
Fax: 303-858-1801  
E-mail: tharris@wbapc.com

To the Town: Town of Minturn  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

15. Enforcement. The parties agree that this Agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The parties also agree that this Agreement may be enforced pursuant Section 32-1-207, C.R.S. and other provisions of the Special District Act granting rights to municipalities or counties approving a service plan of a special district.

16. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the Parties with respect to the subject matter contained herein.

17. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto.

18. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law or

conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Eagle County, Colorado. In any proceeding brought to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

19. Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as Parties.

20. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

21. Assignability. Neither the Town nor any of the Districts shall assign their rights or delegate their duties hereunder without the prior written consent of the other Parties.

22. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

BATTLE NORTH METROPOLITAN DISTRICT  
NOS. 1-3

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

TOWN OF MINTURN

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Town Clerk



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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.

#### March 6, 2024

- Ord\_\_ - Series 2023 (Second Reading) An Ordinance Amending the Exemption Plat Process
- Ord\_\_ - Series 2023 (Second Reading) An Ordinance Rezoning the Battle North Property
- Ord\_\_ - Series 2023 (Second Reading) An Ordinance Amending Chapter 13 and Appendix C of the MMC to Exempt Battle North Water Service Requirements
- Ord\_\_ - Series 2023 (Second Reading) An Ordinance Amending MMC Sec. 16-21-710(b)(2) Addressing Development Agreements and Vested Rights
- Business Item - Belden Place TAP request

#### March 20, 2024

- Res\_\_ - Series 2024 Appointing Planning Commission Members
- Ord\_\_ - Series 2024 (First Reading) An Ordinance Disconnecting the Parcels of Gilman, Rex Flats and Roster Pile 5 from the Town of Minturn
- Business Item – Ord \_\_ (First Reading) An Ordinance Approving the Battle North Development Agreement
- Ordinance \_\_ - Series 2024 (First Reading) An Ordinance Amending the Belden Place PUD Final Plat
- Ordinance \_\_ - Series 2024 (First Reading) An Ordinance Amending the Belden Place PUD Final Plan
- Resolution \_\_ - Series 2024 A Resolution Approving a Subdivision Improvement Agreement for Belden Place
- Business Items – Resolution \_\_ - Metro District Service Plan
- Discussion/Direction – Residential & Commercial Tiered Water Rates

#### April 3, 2024

- Swearing in of new Council members
- Resolution\_\_ - Series 2024 – A Resolution Approving a Tiered Water Rate Structure for Residential and Commercial Uses
- Ord\_\_ - Series 2024 (Second Reading) An Ordinance Disconnecting the Parcels of Gilman, Rex Flats and Roster Pile 5 from the Town of Minturn
- Business Item – Ord \_\_ (Second Reading) An Ordinance Approving the Battle North Development Agreement
- Ordinance \_\_ - Series 2024 (Second Reading) An Ordinance Amending the Belden Place PUD Final Plat
- Ordinance \_\_ - Series 2024 (Second Reading) An Ordinance Amending the Belden Place

PUD Final Plan

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**Dates to be Determined:**

- Reassessment of the Minturn Single Family Equivalent (SFE) Definition
- Irrigation Tiered water rate structure
- Single Family Tiered Water Rate Structure