



AGENDA

Planning Commission Meeting

Wednesday, February 14, 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/81654994045>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 816 5499 4045

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 Madison Harris, Planner 1, prior to the meeting and will be included as part of the record.

1. **CALL TO ORDER - 6:30 PM**
2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF REGULAR AGENDA**

Opportunity for amendment or deletions to the agenda.

4. **APPROVAL OF MINUTES**
[A.](#) January 24, 2024
5. **DECLARATION OF CONFLICTS OF INTEREST**
6. **PUBLIC COMMENT**

Citizens are invited to comment on any item 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 Planner. Those who are speaking are requested to state their name and address for the record.

7. SPECIAL PRESENTATIONS

Presentations are limited to 5 minutes unless prior arrangements are made with the Town Planner.

8. DESIGN REVIEW AND LAND USE PUBLIC HEARINGS

A. Ordinance TBD - Series 2024 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

B. 362 Taylor Avenue - Conditional Use Permit and Design Review for New Duplex

9. DISCUSSION / DIRECTION ITEMS

A. Minturn Forward

10. STAFF REPORTS

A. Manager's Report

B. Planning Commission Update

11. PLANNING COMMISSION COMMENTS

12. FUTURE MEETINGS

A. February 28, 2024

B. March 13, 2024

13. ADJOURN



OFFICIAL MINUTES

Planning Commission Meeting

Wednesday, January 24, 2024

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

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Public Comments: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Madison Harris, Planner 1, prior to the meeting and will be included as part of the record.

1. CALL TO ORDER - 6:30 PM

Lynn Teach called the meeting to order at 6:30 p.m.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Those present at roll call: Planning Commission Chair Lynn Teach and Planning Commission members Michael Boyd, Amanda Mire, Tom Priest, and Jeff Armistead.

Staff Members present: Planner I Madison Harris

Note: Sage Pierson is excused absent.

3. APPROVAL OF REGULAR AGENDA

Opportunity for amendment or deletions to the agenda.

Motion by Jeff A., second by Amanda M., to approve the agenda as presented. Motion passed 5-0.

Note: Sage P. is excused absent.

4. APPROVAL OF MINUTES

A. January 10, 2024

Motion by Jeff A., second by Amanda M., to approve the minutes of January 10, 2024 as presented. Motion passed 5-0.
Note: Sage P. is excused absent.

5. DECLARATION OF CONFLICTS OF INTEREST

No conflicts of interest.

6. PUBLIC COMMENT

Citizens are invited to comment on any item 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 Planner. Those who are speaking are requested to state their name and address for the record.

No public comment.

7. SPECIAL PRESENTATIONS

Presentations are limited to 5 minutes unless prior arrangements are made with the Town Planner.

8. DESIGN REVIEW AND LAND USE PUBLIC HEARINGS

- A. Ordinance TBD - Series 2024 Amending Provisions of General Applicability Contained in Chapter 13 (Utilities Code), Chapter 16 (Zoning Code), Chapter 17 (Subdivision Code), and Chapter 18 (Building Code) of the Minturn Municipal Code - Request for Continuance
Public comment is opened.

No public comment

Public comment closed.

Motion by Jeff A., second by Amanda M., to continue Ordinance TBD - Series 2024 Amending Provisions of General Applicability Contained in Chapter 13 (Utilities Code), Chapter 16 (Zoning Code), Chapter 17 (Subdivision Code), and Chapter 18 (Building Code) of the Minturn Municipal Code to February 14, 2024. Motion passed 5-0.

Note: Sage P. is excused absent.

- B. 806 Cemetery Road - New Maintenance and Storage Building
Madison H. introduced the agenda item. 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. The plans show a single-level structure with a maximum height measured to the midpoint of the roof of 14 feet above proposed grade. Parking is not an issue as this is a storage and maintenance building. 806 Cemetery Road is not zoned. There are no dimensional limitations or development standards that apply to this property currently. 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. 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 according to feedback from the Town Attorney.

Pedro Campos, Zehren Associates
The Cemetery has a long history and the only thing they are concerned about is the timing of the rezoning.

- Jeff A. asked how zoning would be applied.
 - Madison H. said that a new zone district would be created for this.

Mr. Campos is concerned about any potential time a referral process might take. Would like to look at other cemeteries and precedent.

Amanda M. asked about the wording of “amendment”.

- Madison H. explained that we would be amending the Character Area Zoning to create a new zone district.

Tom P. suggested we change the wording of the condition to be more specific.

Public comment opened.

No public comment.

Public comment closed.

Motion by Jeff A., second by Michael B., to approve with conditions 806 Cemetery Road – New Maintenance and Storage Building. Motion passed 5-0.

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.

9. DISCUSSION / DIRECTION ITEMS

A. Minturn Forward: Code Update Project
Matt Farrar, Western Slope Consulting

We need to identify the components of the form-based code that the Planning Commission would like to incorporate in the code update.

Tom P. is in favor of all the bullets in public space standards and building form standards. Hesitant to get that detailed for architectural standards.

Amanda M. likes the public space and green standards. Building form to her is duplicative of our current code that we are maintaining.

Michael B. likes the public space standards, but more in favor of the traditional form. If we get into the building and architectural forms then that’s throwing more rules that people have to conform with.

Jeff A. doesn’t think there’s enough public space in Minturn for that section to apply. Likes the types and design standards sections of the building forms, but not the functions. Likes the design guidelines for the architectural standards, but thinks we have a rough draft of a more traditional version from the past. There are parts of town where the architectural standards may work, but the further south you go, the less they work. Need to allow more flexibility and creativity.

Lynn T. would like to know what Avon and Eagle use for their code. Creating a hybrid code is too big a project for this Town as we aren’t very big. Would like to use what we have already done. Would like to completely stick with traditional.

Mr. Farrar said that he was operating under the impression that we would be working with a traditional code with only a few components of a form-based code integrated in.

Jeff A. said that he knows there are already places that have been flagged that are lacking in either language or graphics and getting hung up on what elements we want to include isn’t productive. Michael B. and Lynn T. agree.

Amanda M. disagrees and feels strongly about the public space standards and would like to add green standards in accordance with the community plan.

Tom P. would like the experts to decide where to add appropriate elements.

Direction given was to get started on the code update and solicit feedback as we go.

Mr. Farrar laid out the next steps. First we need to find the elements of the code that might not necessitate a lot of community engagement, and start working on those, while we go out to the community to solicit feedback on other specific sections. We would likely start with the processes in the code. We would like to do a survey and a couple of open houses to try and define certain areas/neighborhoods. This would be helpful for putting into words the character as well as any amendments to design guidelines.

Lynn T. would like to have the survey questions come before them.

Jeff A. would like the survey to be done for a shorter amount of time and just have a meeting after it.

Tom P. suggested that all results be brought to Council in a joint session.

Mr. Farrar pointed out that during the Community Plan process there were statements made that there would be additional community input solicited when it comes to updating zone districts.

Jeff A. clarified the types of questions the community engagement would be given.

Mr. Farrar said that at the next meeting we can present a draft outline of the open houses as well as the draft questions for the survey. We are also working on a work plan.

10. STAFF REPORTS

A. Manager's Report

Water Treatment Facility Security Fence

A security fence will be installed at the Minturn water treatment facility this spring summer. The fence will border the eastern property line of the town and travel up the slope on the east side of the property only. CPW and CDPE required this design for wildlife movement to/from Cross Creek while still keeping out any vehicular traffic and pedestrians coming from the east.

Downtown Development Authority

With Jim Mann, municipal financial advisor, back on board, Minturn is moving forward again with our analysis of the Downtown Development Authority. One new factor for property valuations will be the recently adopted Historic Preservation Ordinance and how that seems to be affecting property values. This will impact the amount of funds a DDA could potentially secure, so Jim Madd will be adding this to his analysis. We hope to have a report in the coming months.

Minturn Tank Operations

Update – Jarod Limke, Jeff Spanel, Jim Mann, and I had a productive conversation with Sean Oliver, State Revolving Fund representative. Sean indicated Minturn CAN use the remaining funds from the concrete tank loan to install a PRV vault which would allow Minturn to efficiently operate both the steel bolted tank and the new concrete tank at maximum capacity. Minturn is now looking into the viability and costs associated for the rehabilitation of the steel-bolted tank. This route may also prove more cost effective than installing a service line to the Median property for a separate project. More to come.

12/20/2023 update - Tank #3 is now online and operational. I will be discussing tank loan options with the State Revolving Loan Fund representative to determine if leftover loan funds can be used to facilitate the functioning of the two tanks interchangeably. If funds can be used to improve the functioning of the system, Minturn may want to install a valve box on HWY 24. I will have more information after discussing this option with the SRF representative.

USGS Gauge on Cross Creek

Update – I had a productive discussion with Steve Anders, USGS program manager. Steve provided a little more history regarding the stream gauge and has supplied the contact information for the CWCB representative I can reach out to for discussing cost share options. I expect the CWCB may be interested in supporting this gauge financially.

12/20/2023 update - Minturn currently pays for the USGS gauge on Cross Creek. This comes at an annual cost of around \$16,000. This is a federal program and I have reached out to USGS to understand why Minturn incurs this cost. Unless there is a specific reason in one of Minturn’s water rights decrees, I expect Minturn to drop this expense. The CWCB and Division 5 Engineer use this gauge to make the instream flow call on Cross Creek. I expect if they wish to continue making the instream flow call on Cross Creek, they will support the federal government in maintaining the costs of the gauge.

11. PLANNING COMMISSION COMMENTS

Amanda M. would like to ask the Town Attorney if there is a tool that allows us to stop accepting development permits until the code rewrite is done.

12. FUTURE MEETINGS

- A. February 14, 2024
- B. February 28, 2024
 - a. Amanda M. will not be in person.

13. ADJOURN

Motion by Tom P., second by Amanda M., to adjourn the regular meeting of January 25, 2024 at 7:54 p.m. Motion passed 5-0.

Note: Sage P. is excused absent.

Lynn Teach, Commission Chair

ATTEST:

Scot Hunn, Planning Director



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DATE: February 9, 2024
TO: Planning & Zoning Commission
FROM: Karp Neu Hanlon, P.C.
RE: Battle Mountain Code Amendments

As members of the Planning and Zoning Commission are likely aware, 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 14 meeting 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. 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 4 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. 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. 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.

Both I and Scot Hunn will be in attendance at the Planning and Zoning Commission meeting. We look forward to addressing any questions you may have.

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.

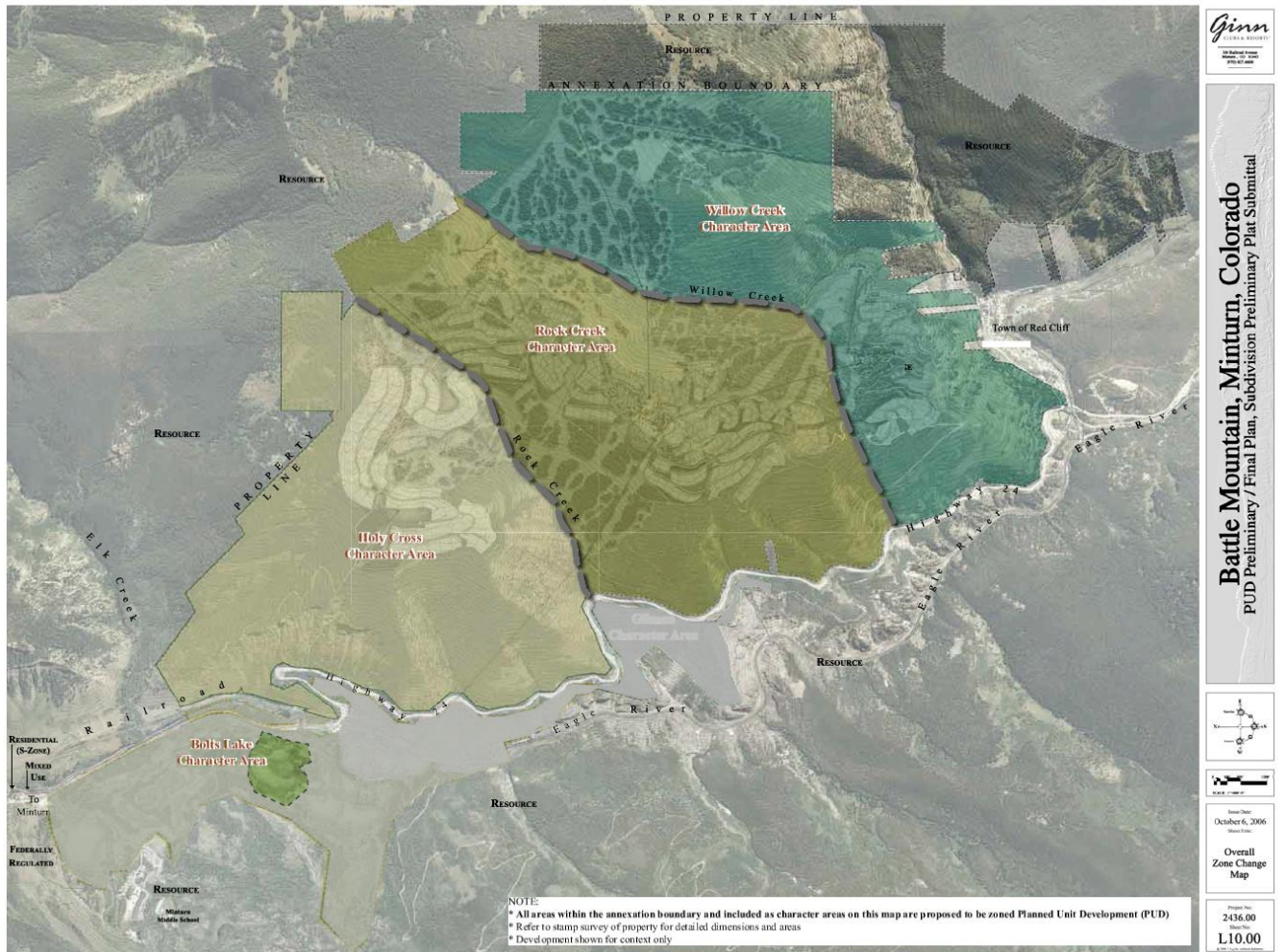
The Zoning Map of the Town is hereby amended to reflect the establishment of the Bolt’s Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas as shown on Attachment A, a copy of which is available at the Planning Department.

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:

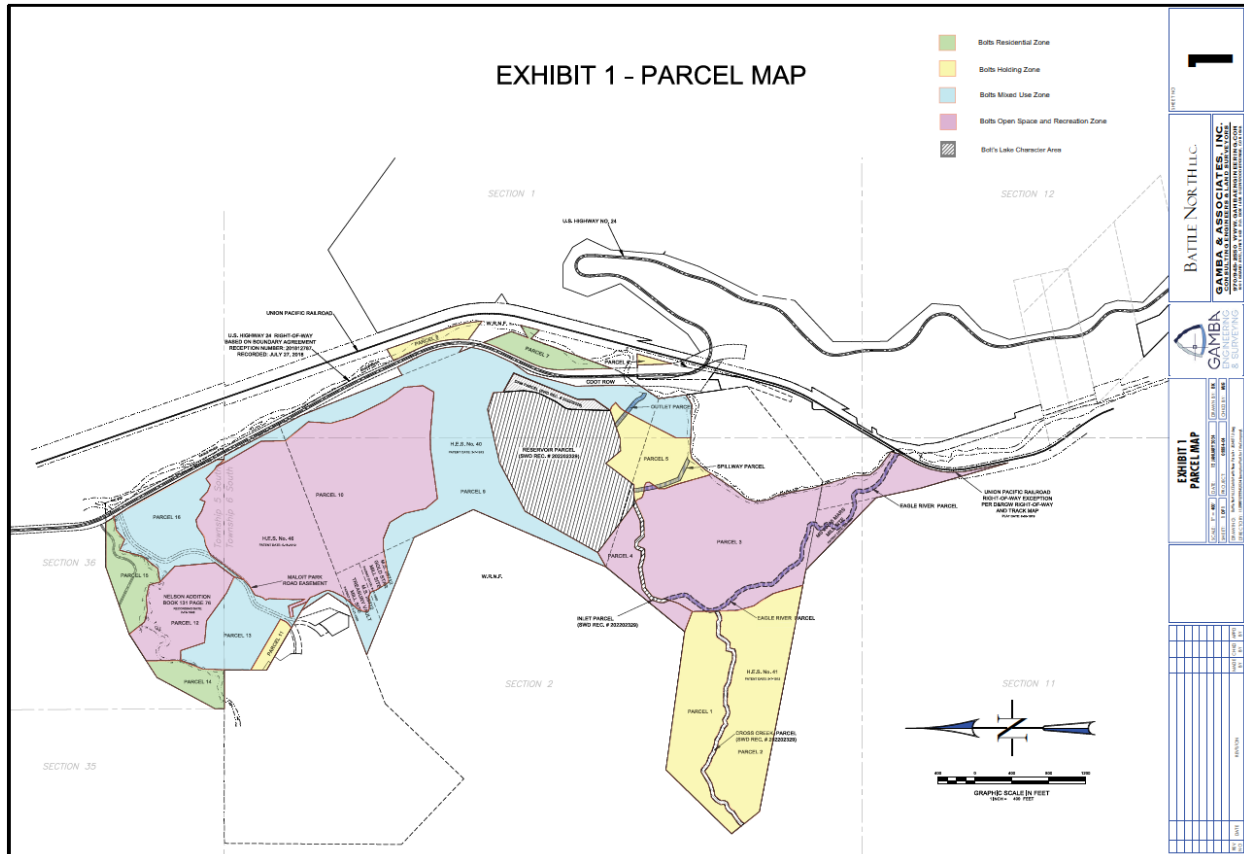
ARTICLE 10.5 – Bolts Lake Property Zone Districts.

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	R	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	28 ft.	N/A	N/A	N/A
Bolts Holding Zone	All	N/A	N/A	N/A	28 ft.	N/A	N/A	N/A

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)(D).

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 [___] date of August, 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 Treatment 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

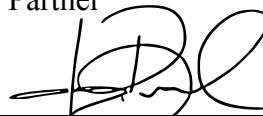
Battle One Developer, LLLP,
a Georgia limited liability limited partnership

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

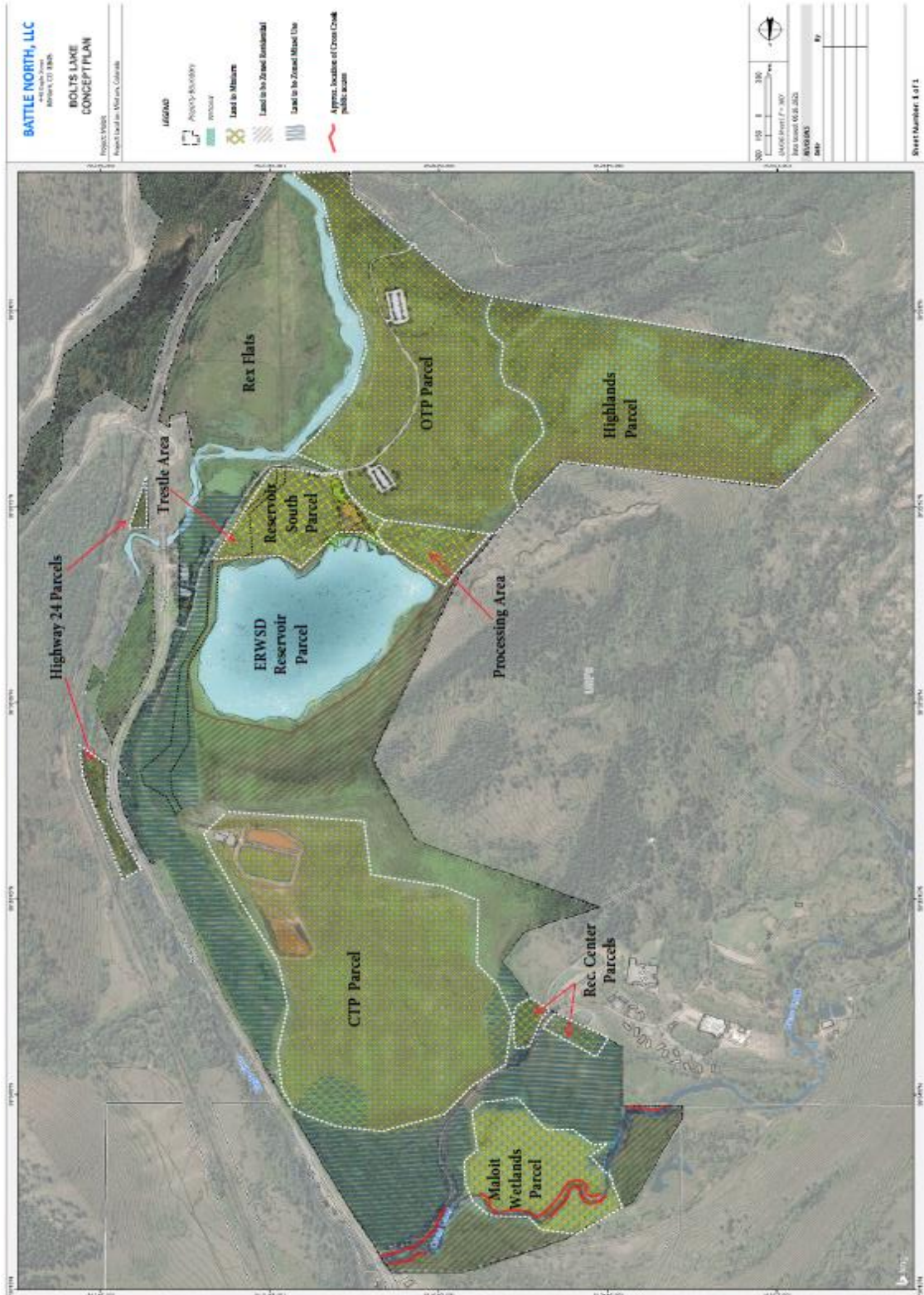


Exhibit A
to Settlement Agreement
Page 1

**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____.

Battle North, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President
Date: _____, 202__

PROVINCE OF _____)
) ss:
CITY OF _____)

BE IT REMEMBERED, that on this ___ day of _____, 202__, before me the undersigned, a notary public in and for the Province and the City aforesaid, came Lorne Bassel, in his capacity as President of Bassel Battle Investment, Corp., a Colorado corporation, as Manager of Battle North LLC, a Georgia limited liability company, who is personally known to me to be the same person who executed this instrument of writing, and said person fully acknowledged this instrument to be the free act and deed of said Lorne Bassel.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My appointment expires: _____

Exhibit A
to Special Warranty Deed
Legal Descriptions and Graphic Depictions of the Land

(To be inserted based on approved and Recorded Exemption Plat)

Exhibit B
to Special Warranty Deed
Deed Restriction and Reserved Easement

RESERVED EASEMENT

The conveyance to Grantee of the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed is subject to Grantor’s reservation of a general blanket easement (the “**Reserved Easement**”) for construction, ownership, operation, maintenance, repair and replacement of existing and to be constructed utilities, roads, pedestrian crossings, sidewalks, bike paths and similar improvements (the “**Permitted Improvements**”) within the Land for the benefit of Grantor’s (or its successor’s) land to be served by such Permitted Improvements.

The locations and engineering requirements of Permitted Improvements within the Reserved Easements will be subject to applicable Town of Minturn rules and regulations pursuant to and established by the preliminary and final plat process for development of Grantor’s (or its successor’s) land to be served by such Permitted Improvements.

At Grantee’s election, the general, blanket Reserved Easement described above may be modified and narrowed to correspond to the final “as built” locations, configurations and legal descriptions based on the final engineering designs for the Permitted Improvements and related considerations as established in connection with the final plat process described above. If Grantee so requests in writing, Grantor and Grantee will by mutual agreement execute and Record an amendment to this Exhibit B which sets forth the specific legal description and graphic depiction of the Reserved Easement in its “as built” location and configuration established in connection with such final plat process.

DEED RESTRICTION

[Insert or delete, as applicable]

Exhibit C
to Special Warranty Deed
Exceptions

Conveyance of the Land pursuant to the foregoing Special Warranty Deed is subject to the following Exceptions:

(to be inserted/incorporate from applicable Title Commitment Schedule B-II)

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

Conditional Use Permit and Final Plan Review for New Duplex

362 Taylor Street

Hearing Date:	February 14, 2024
File Name and Process:	Duplex Final Plan and Conditional Use Permit Review
Owner/Applicant:	Karl and Pavan Krueger
Representative:	Karl Krueger
Legal Description:	Subdivision: Taylor Add to Minturn Block: C Lot: 1 and Lot: 2
Address:	362 Taylor Street
Zoning:	Game Creek Character Area – Residential Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	Approval, with Conditions

Staff Report

I. Summary of Request:

The Applicant requests a Conditional Use Permit and a Final Plan 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. Although the DRB has not reviewed any conceptual plans, the Applicant has been proactive in meeting with Town staff prior to submitting plans for a new duplex and has provided a relatively 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 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.

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

Parking is adequate, with four off-street spaces provided for Unit A (two in the garage and two surface spaces in front of the garage), and three off-street spaces provided for Unit B (one in the garage and two surface spaces in front of the garage). The duplex requires three spaces for Unit A and two spaces for Unit B.

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

Staff believes that the Applicant has 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 for DRB:

This is a final plan-level of review for a new duplex 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 362 Taylor Street meet or can be revised to meet the required findings ‘a,’ ‘b,’ and ‘c’ or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

Zoning

The subject property is located within the “Game Creek Character Area” Residential Zone District, described as follows:

- (a) *The Taylor Avenue neighborhood is characterized by a traditional lot-and-block layout with single-family residences. The residences are typically one (1) and two (2) stories, without buildings and good views to the west. The existing residential neighborhood overlooks the rail yard or the Game Creek PUD Holding Zone.*
- (b) ***The purpose of this area is to provide for continued residential use and redevelopment that preserve the small town residential character and scale of the neighborhood. An objective is to retain the residential areas as a quiet and safe neighborhood while allowing for accessory apartments and limited home-based occupation to encourage permanent residency.***

- Town of Minturn Town Code Section 16-12-20

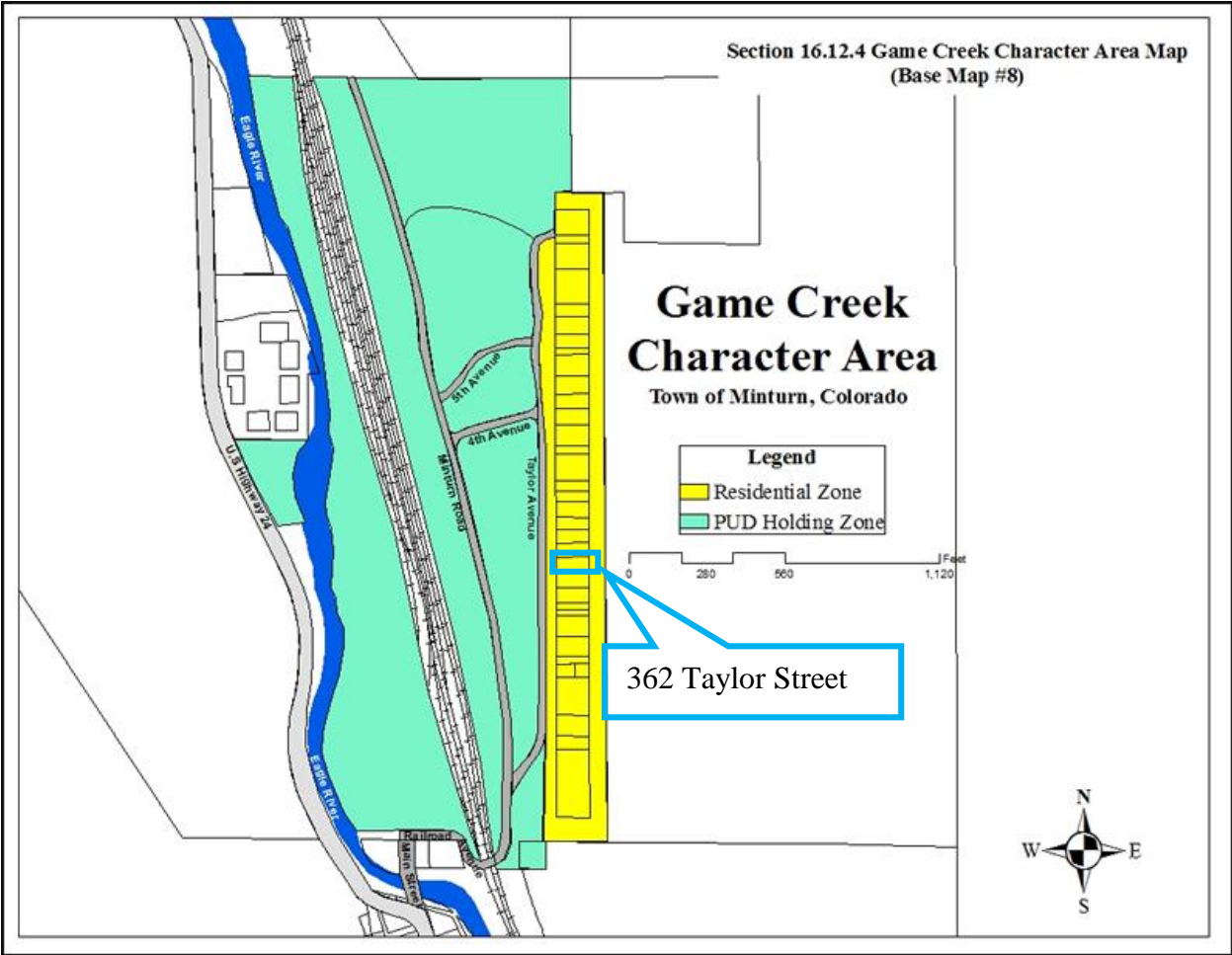


Figure 1: Game Creek Character Area Zoning Map

Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant to Sections 16-2-40. - *General lot requirements and dimensional standards* and 16-16-20 – *Parking Required for Residential and Lodging Uses*.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	5,000 sq. ft.	7,100 sq. ft. (.163 ac.)
Maximum Building Height:	28 feet	27.833 feet
Minimum Front Setback:	20 feet	20+ feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10+ feet
Maximum Lot Coverage:	40% (2,840 sq. ft.)	2,152 sq. ft. (30.31%) Proposed
Maximum Impervious Coverage:	50% (3,550 sq. ft.)	3,113 sq. ft. (43.85%) Proposed
Minimum Snow Storage Area:	5% of Lot (7,100 sq. ft. x .05 = 355 sq.ft.)	358 sq. ft.

Parking:	5 spaces	7 spaces

Note: the above calculations are based on the following:

$$\text{Lot 1/2} = .163 \text{ acres} \times 43,560 \text{ sq. ft./acre} = 7,100 \text{ sq. ft.}$$

$$7,100 \text{ sq. ft. lot area} \times .05\% = \underline{355} \text{ sq. ft. (Required Snow Storage)}$$

IV. Applicable Standards and Design Guideline Criteria:

Design

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

Final Site, Grading and Drainage Design

The 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 – to street frontages and neighboring properties – is considered.

The proposed design maintains the structures within required setbacks, thus allowing for full use of side yard areas 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.

Mass and Form

The following excerpts from the Design Guidelines should be considered by the Design Review Board when reviewing the proposed project:

Appendix B(II)(A)(1)(a)(1) – Topography

“A building site that slopes at greater than 10% is urged to consider "stepping" the structure rather than grading the site to allow for traditional building layout. The intent is to avoid large cuts and/or fills as well as retaining walls, and to avoid the need for additional erosion control measures.”

Appendix B (II)(A)(2)(c) – Building Details

“Create interest in the primary wall plate with porches, balconies, recessed walls and decks (as well as overhangs, eaves, dormers, cantilevers, awnings and similar features).”

Staff Response:

Staff believes that the design and scale of the proposed structures “stepping” and creates visual interest, and is complimentary to adjacent residential structures and character on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not overpower

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

V. Summary of Process and Code Requirements for Conditional Use Permit:

This is a Conditional Use Permit (CUP) review by the Town of Minturn Planning Commission, acting as the Town of Minturn Zoning Board of Appeals – the body responsible for review of CUPs and for forwarding recommendations to the Town of Minturn Town Council for approval, for approval with conditions, or denial of CUP requests in accordance with the standards, criteria and findings outlined in Section 16-21-620 – *Conditional Use*, Minturn Municipal Code.

Specifically, the Planning Commission’s recommendation and any action of the Town of Minturn Town Council should be based on the following standards and findings:

(e) Conditions and procedure of issuance.

(1) The Town Council may approve the application as submitted or may approve the application subject to such modifications or conditions as it deems necessary to accomplish the purpose of this Article, or the Town Council may deny the application. A conditional use permit may be revocable, may be granted for a limited time period or may be granted subject to such other conditions as the Town Council may prescribe. Conditions may include, but shall not be limited to, requiring special setbacks, open spaces, fences or walls, landscaping or screening and street dedication and improvements; regulation of vehicular access and parking, signs, illumination and hours and methods of operation; control of potential nuisance; prescription of standards for maintenance of buildings and grounds; and prescription of development schedules.

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the Planning Director shall set a public hearing for the Planning Commission and give public notice as required by this Chapter.

(2) Criteria; findings. Before acting on a conditional use permit application, the Planning Commission and Town Council shall consider the following factors with respect to the proposed use:

- a. The relationship and impact of the use on the community development objectives of the Town.*
- b. The effect of the use on distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and public facility needs.*
- c. The effect upon traffic, with particular reference to congestion, automotive and pedestrian safety, traffic flow and control, access, maneuverability and snow removal.*

- d. *The effect upon the character of the area in which the proposed use is to be located, including the scale and bulk of the proposed use in relation to surrounding uses, the amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.*
- e. *Necessary findings. The Planning Commission and Town Council shall make the following findings before making a recommendation or decision that a conditional use permit be granted:*
 - 1. *That the proposed location of the use is in accordance with the purposes of this Chapter, the Community Plan and the purposes of the zone in which the site is located.*
 - 2. *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.*
 - 3. *That the proposed use will comply with each of the applicable provisions of this Chapter.”*

VI. Staff Findings and Analysis:

The following section provides staff responses to each of the applicable Conditional Use criteria.

- a. *The relationship and impact of the use on the community development objectives of the Town.*

Staff Response:

Under Objective 1.1 of the 2023 Community Plan (the Town’s comprehensive plan), under R2 (proposed zoning for Taylor Avenue) states – *“Single-family homes, duplexes, and accessory dwelling units should be allowed on all lots...”*

Under “Attainable Housing & Historic Character” of the 2023 Plan, Objective 4.9 states, in part, that *“Minturn residents are accustomed to smaller historic houses, creating an opportunity to promote innovative designs of smaller and less costly homes. These could include duplexes, fourplexes, eightplexes and ADUs. As an added benefit, these smaller units can help address the shortage of rental housing, and/or provide less costly ownership opportunities.”*

- b. *The effect of the use on distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and public facility needs.*

Staff Response:

The duplex, inclusive of parking, likely will have minimal material impact or effect on the distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and/or needs.

- c. *The effect upon traffic, with particular reference to congestion, automotive and pedestrian safety, traffic flow and control, access, maneuverability and snow removal.*

Staff Response:

Use of the proposed duplex in a residential area will likely not result in a material increase in local traffic, congestion, pedestrian safety, traffic flow and control, access, maneuverability and snow removal in the immediate vicinity of the subject property.

- d. *The effect upon the character of the area in which the proposed use is to be located, including the scale and bulk of the proposed use in relation to surrounding uses, the amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.*

Staff Response:

Staff believes that this will not have a negative effect upon the character of the area. There are other duplexes or lots that have two units on Taylor Avenue such as 532 Taylor Avenue (duplex) and 382 Taylor Avenue (single family and an ADU). The scale of the building is in line with recently approved projects within the last few years. There should be minimal noise, lighting and glare, or dust that this duplex is the source of.

- e. *Necessary findings. The Planning Commission and Town Council shall make the following findings before making a recommendation or decision that a conditional use permit be granted:*

- 1. *That the proposed location of the use is in accordance with the purposes of this Chapter, the Community Plan and the purposes of the zone in which the site is located.*

Staff Response:

Generally, the subject site is located within a historically residential area. The Town’s master plan and guiding policy statements for the Game Creek Character Residential Zone anticipate a mix of dwelling unit types:

“This district is recommended in other residential areas of town with small to medium size lots. The intent of this district is to support the eclectic mix of housing types found in Minturn. Single-family homes, duplexes, and accessory dwelling units should be allowed on all lots, with multifamily only allowed on lots greater than 7,500 square feet. Minimum lot size should be 5,000 square feet, with up to 50% lot coverage allowed and a maximum building height of 28 feet.”

- 2023 Imagine Minturn Community Plan Chapter 1, pg. 21

It should be noted that the Community Plan does provide goals and strategies geared toward supporting duplexes. As such, staff suggests that the use proposed is in accordance with this criteria.

A primary purpose of the Conditional Use Permit review is to ensure that permitted uses are compatible with their locations and surrounding land uses and will further the purposes of the Community Plan and Chapter 16.

- 2. 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.

Staff Response:

Generally, the location and use proposed, if properly conditioned, should not be detrimental to the public health, safety or welfare, nor should they be materially injurious to the properties or improvements in the vicinity if the site is maintained in accordance with the standards of the Minturn Municipal Code and any conditions of approval.

- 3. That the proposed use will comply with each of the applicable provisions of this Chapter.

Staff Response:

If appropriate conditions of approval are attached with any granting of a CUP in this instance, and if such conditions are enforceable (jointly) by the Town and the Applicant, staff believes that this finding can be met.

VII. 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:

Public Works

Public Works has commented that the curbstoep location needs to be finalized and the service line buried at the appropriate depth.

Boundary Survey

Staff referred this final plan to the Town Engineer (Inter-Mountain Engineering) for comments, and that letter dated February 9, 2024 is attached. In that letter the Town Engineer discusses the boundary survey requirements. In the attached letter from the Applicant also dated February 9, 2024, the Applicant stated that it is his hope “that the surveyor can make all adjustments by the February 14th Planning Commission meeting”. The Applicant should address this concern during the public hearing.

VIII. Staff Recommendation and Suggested Conditions:

Staff suggests 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 Planning Commission, acting as the Town of Minturn Design Review Board and the Town of Minturn Zoning Board of Appeals, recommends approval of the Final Plans and Conditional Use Permit, staff respectfully suggests the following conditions of approval.

1. The Applicant shall address the comments provided by the Town Engineer in the letter dated February 9, 2024 prior to building permit issuance.
2. The Applicant shall maintain the minimum parking standards for each duplex unit and all proposed parking spaces shall be used as such.

February 9, 2024

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

Re: 362 Taylor
Revised DRB Submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the Revised DRB submittal information for 362 Taylor provided February 9, 2024 for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC). Revised comments are indicated in red.

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

A combined “Topographic Survey and Improvement Survey Plat” prepared by Eagle Valley Surveying Inc. dated November 15, 2023, was included with the application.

- c. Labeled ties to existing USGS benchmark.
 - i. Why is there an Azimuth to the Benchmark and not a bearing?

- e. All existing easements recorded with the County Clerk and Recorder.
 - i. Survey Note 2 states “LAND TITLE GUARANTEE CO. POLICY NO. V50003687 DATED 11/26/2003 WAS RELIED UPON FOR ALL TITLE AND EASEMENT INFORMAYION”.
 - ii. ~~A title report was not included in the materials provided. The title report referenced on the survey is dated 2003. A current title report should be provided, and the survey updated to reflect any exceptions noted in the report.~~ **A title report dated February 7, 2024 from Land Title Guarantee was provided.**
 - 1. **The easement identified in exception 10 does not appear to be shown on the survey.**
 - 2. **Exception 11 clarifies utility easements along Taylor.**

- 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.
 - i. Spot elevations have not been provided.

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: 362 Taylor

Revised DRB Submittal Review

Project No. 24-0001

- 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.*
- i. The location of the water main has not been shown.
 - ii. Services to the existing home will need to be properly abandoned and should be shown on the survey.
 - iii. Easements for overhead power lines should be shown.

Other:

- a. The Plat has does not appear to have been deposited with the County.
- b. Rebar dimensions should be in inches; No.4 should be 1/2".
- c. The accepted monuments at the rear property corners need to have caps placed on them.
- d. Please provide a closure report.

Section (C) (3) Site Plan:

“Preliminary Site & Landscape Plan “ prepared by Karl Kruger/Architect, revised January 31, 2024 was included in the application package. The plans are not dated or sealed by the design professional.

- ~~a. Property line locations and dimensions based on a current boundary survey of the property.~~
- ~~i. No dimensions are shown.~~
- ~~d. Existing and proposed buildings, including sheds and enclosures. Include decks, patios, and balconies. Indicate the building footprint and the outside face of exterior walls, inclusive of all cantilevered elements of the building, with a solid line and the roof/eave edge with a dashed line.~~
- ~~i. Building dimensions and dimensions from the building to the property lines need to be added.~~
- ~~f. Driveways and parking areas need to be shown. Indicate finished surface, heated or unheated, grade, percent slope, dimensions, turning radii and spot elevations at the property line.~~
- ~~i. Driveway details have not been provided.~~

Other:

- a. Plans will need to be updated to reflect any revised information provided on the updated survey.
- b. Utility services and details for the abandonment of the existing service lines should be shown.

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

“Preliminary Site & Landscape Plan “ prepared by Karl Kruger/Architect, revised January 31, 2024 has been included in the application package. The plans are not dated or sealed by the design professional.

- ~~b. Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.~~
- ~~i. Are the slopes away from the building measured from 6’ below the top of foundation?~~

Madison Harris
Re: 362 Taylor
Revised DRB Submittal Review
Project No. 24-0001

~~*e. 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.*~~

~~*i. Foundation elevations are not shown.*~~

~~*g. 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.*~~

~~*i. No details have been provided.*~~

Other:

- a. Plans will need to be updated to reflect any revised information provided on the updated survey.

The updated survey should not show anything detrimental to the revised application materials and believe the plan is ready for review by the Planning Commission. We are happy to review the updated survey when available.

Review by Inter-Mountain Engineering is for general conformance with the Minturn Municipal code and does not relieve design professionals of any responsibility.

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, Ivan Martin

Karl Krueger / Architect

P.O. Box 8332 Avon, Colorado 81620

Ph: 970 390-9756

www.karlsruengerarchitect.com
kruegerarchitect@comcast.net

February 9, 2024

To: Planning Department
Town of Minturn
302 Pine St
Minturn, Colorado 81645

RE: **Duplex @ 362 Taylor Ave (Project 24-001)**
Combined Conditional Use & Design Review Submittal

Dear Planning Department,

This letter is intended to respond to engineering comments dated February 5, 2024. I have not re-included all the cited sections of the Minturn Code or the formatting of the engineering letter but have responded to each comment. I have broken down the comments into two sections: 1.) comments on Boundary Survey and 2.) comments on Architectural Drawings

Boundary Survey- I have secured an updated title search completed by Land Title 2-7-24 that is attached. No new information is contained that I can see but I will defer to the surveyor's review. I have requested Eagle Valley Surveying address the following comments summarized from your engineer's letter.

- Update survey to show any changes from Alta title policy
- Address azimuth vs. bearing to Benchmark
- Provide elevations top of pavement at 5 ft interval at Taylor Av (the CADD had them but not stamped PDF)
- Show water main and gas main on survey- based on information I will request from T.O.M.
- Confirm if there are any recorded easements for electrical lines etc.
- Change Rebar dimensions to be in inches; "No.4 should be ½ etc."
- "The accepted monuments at the rear property corners need to have caps placed on them".
- "Please provide a closure report"
- Comment on depositing plat with county

My hope is that the surveyor can make all adjustments by the February 14th Planning Commission meeting but in any case, the Design Review and/or Conditional Use approval could be conditional on a final survey that meets the engineering review criteria.

Architectural Drawings- It does not appear to be required by the Minturn Code for an Architect to seal/date drawings for Conditional Use or DRC Review. Approval of either application by T.O.M could be conditional on a seal/date if it is required but, in my experience, this is reserved for actual building permit application, after preliminary approvals are secured.

- Property line locations and dimension have been more clearly shown on C1.1, C1.3, C1.4
- Building dimensions and dimensions from the building to property line have been shown on C1.1,
- More, and more accurate, Top of wall/ bottom of wall elevations have been shown on C1.1 for retaining walls. Elevation of grade at the four corners of the building have been shown on C1.1.
- Driveway pavement and retaining wall details have been shown as a detail on page C1.4 (Landscape Plan)
- Grade is sloped away from building in all instances and grade (soil) is a minimum of 6" below top of stepped foundation wall at all points (building permit including a foundation plan will show this more clearly)
- The average slope of property is 15% and the profile is shown on C1.3 but I have provided stepped fountain wall elevations on C1.1 even though not required
- Public and private utility services on and in near vicinity of 362 Taylor, to the best of my current knowledge, have been shown and noted on C1.3 (Existing/Demolition Site Plan) Further details of abandonment will be researched for Building permit application after approval of conditional use and DRC review.
- Architectural plans will be updated with any revisions to survey (survey revisions are not yet complete)

Sincerely,
Karl Krueger / Architect

December 8, 2023

To: **Planning and Zoning Department**
Town of Minturn
301 Boulder St #309, Minturn Colorado 81645

RE: **Conditional Use & Design Review Application**
Proposed project: **Duplex at 362 Taylor Ave**

Dear Town of Minturn,

As Owners of 362 Taylor Ave, please find attached our completed forms and presentation materials for a Conditional Use and Design Review application.

My spouse, Pavan Krueger, and I have previously submitted our initial Conditional Use application and our \$800 fee on December 29, 2022.

I subsequently had a meeting with Scott Hunn and Madisson Harris on 2-1-23 where I reviewed the general design of the duplex, vehicle access, heights, materials etc. and I learned of their recommended next steps:

- We would need to apply for Conditional Use and Design Review at same time
- We needed an updated, boundary survey with topography (now complete)

History: After working in the valley as architects since 1998 and starting a family, we purchased 362 Taylor in 2004 and intended to build a duplex or primary home /ADU on the property. I was born and raised in the valley and was familiar with Minturn as the home of my Cub Scout gatherings, church and Middle School. Our sons are now 19 & 17 year old sons and have been renting our Taylor property to workers in the valley for 18 years. The existing home is older with three small bedrooms (952 sq ft) but was an ideal place for tenants who wanted a small fenced yard and wanted to have pets and enjoy great sun. The home, a trailer mounted upon a CMU foundation, is reaching the end of its useful life.

Our lot we believe, meets all the criterion of Duplex Use and our preliminary design shown meets all the criterion of complying with the maximum height, impervious material, and footprint, while complying with setbacks, parking and snow storage requirements. As architects, the project has been designed to our needs and tastes so it is always an option for us to relocate to Minturn. In addition to the characteristics of our lot and site design, the preliminary building design integrates massing and stepping that mimics an identifiable mining aesthetic yet with a modern treatment.

A duplex use of our lot is in our opinion, the highest and best use of the lot- not only for us but for the community and valley. The panic of a lack of housing in the valley seems to be just a manifestation of what's really been going on in the valley since the 1960s- urbanization. Single-family homes are less affordable and don't allow people to live where they work when land prices and land scarcity reach the point they have.

We look forward to your consideration.

Sincerely,

Karl krueger / Architect



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:

" Duplex @ 362 N. Taylor Ave "

Project Location

Street Address:
362 N. Taylor Ave Minturn, CO

Zoning: Game Creek Residential	Parcel Number(s): 2103-262-03-010
-----------------------------------	--------------------------------------

Application Request:

Design Review and Conditional Use Approval:
Duplex design, Landscape design

Applicant:

Name:
Karl and Pavan Krueger

Mailing Address:
P.O. Box 8332 Aron Co 81620

Phone: 970.390.9756	Email: kruegerarchitect@comcast.net
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Property Owner:

Name:
Karl and Pavan Krueger

Mailing Address:
P.O. Box 8332 Aron Co 81620

Phone: 970.390.9756	Email:
---------------------	--------

Required Information:

Lot Size: 0.163 Acre 7,100 #	Type of Residence (Single Family, ADU, Duplex) Duplex	# of Bedrooms Unit A = 4 Unit B = 3	# On-site Parking Spaces Unit A = 4 Unit B = 3
# of Stories: 3 (+ basement)	Snow storage sq ft: Unit A = 100 Unit B = 107	Building Footprint sq ft: 2,152 #	Total sq ft Impervious Surface: 3,126 #

Signature:

[Handwritten Signature] (owner/architect)

Fee Paid: _____	Date Received: _____	Planner: _____
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DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS (TO BE INCLUDED WITH APPLICATION)

Applicant	Staff	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application Fee (Non-Refundable application fee shall be collected) <ul style="list-style-type: none"> • Design Review Board - \$200.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter of Intent -- What is the purpose of the project including; <ul style="list-style-type: none"> • 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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vicinity Map -- Directional Map indicating how to get to the Property involved in the request. <ul style="list-style-type: none"> • Zoning of Property
<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 type="checkbox"/>	<input type="checkbox"/>	Site Plan showing Precise Nature of the Proposed Use –
<input checked="" type="checkbox"/>	<input type="checkbox"/>	To Scale <ul style="list-style-type: none"> • Scaled Drawings of Proposed Design of Structure <ul style="list-style-type: none"> ○ Plan View and Sections • Building Heights – all 4 directions N/S/E/W • topography • Building Location and impervious coverage • Setbacks • Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant • Parking Plan • Traffic Circulation <ul style="list-style-type: none"> ○ 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
<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"/>	
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<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"/>

Boundary Survey with a stamp and signature of a licensed surveyor

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

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

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

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"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>
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CONDITIONAL USE PERMIT APPLICATION

Section 8, Item B.

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

P.O. Box 309 - 302 Pine Street- Minturn, Colorado 81649-0309

Phone: 970-827-5645

Email: planner@minturn.org

Project Name:

Duplex at 362 N. Taylor Ave

2023

Project Location

Street Address:

362 N. Taylor Ave

0100-4250

Legal Description (Lot, Block, Subdivision):

Lots 1 & 2, Block C, Taylors Add.

Parcel Number(s):

Application Request:

Conditional Use: Duplex.

2 units separated by party wall per I.R.C.

Unit A = 4 bedroom, 2 car garage Unit B = 3 bedroom 1 car gar.

Applicant:

Name:

Karl and Pavan Krueger c/o Karl Krueger/Architect

Mailing Address:

P.O. Box 8332 Avon Co, 81620

Phone:

970.390.9756

Email:

Kruegerarchitect@comcast.net

Property Owner:

Name:

Karl and Pavan Krueger

Mailing Address:

P.O. Box 8332 Avon Co 81620

Phone:

970.390.9756

Email:

Kruegerarchitect@comcast.net

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
0.16 Acres 7,100 sq ft	Duplex.	7 total	7 total
# of Stories:	Snow storage sq ft:	Building Footprint sq ft:	Total sq ft Impervious Surface:
2 + loft + bsmnt	193 sq ft total	2,146 sq ft	3,152 sq ft

Signature:

[Signature] 12/30/22

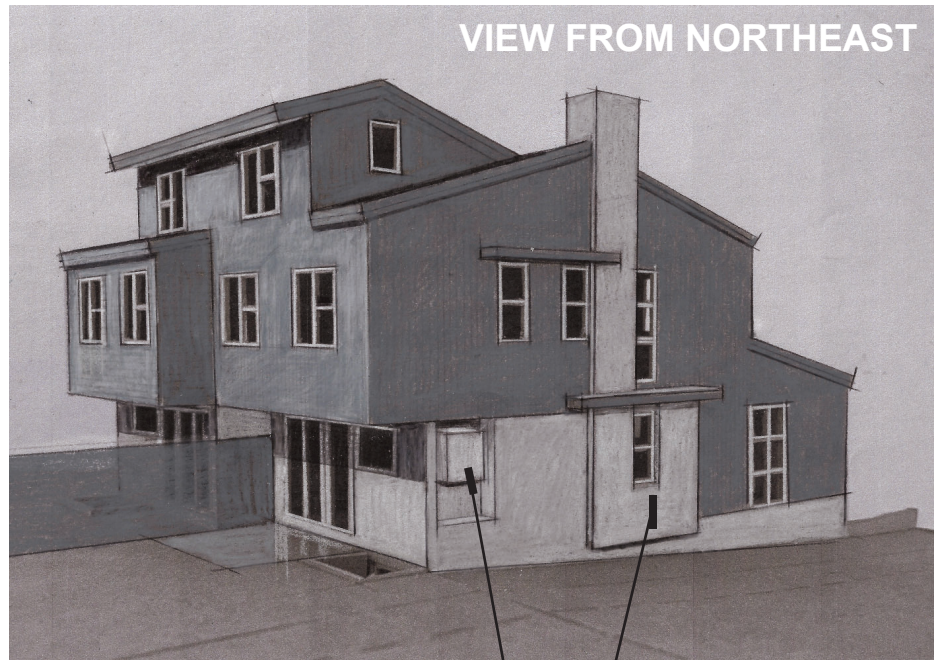
[Signature] 12/30/22

\$800+ Costs attributable to the review by consultant time are billed at actual hourly rates. Cost assessed after first hour.

Fee Paid:

Date Received:

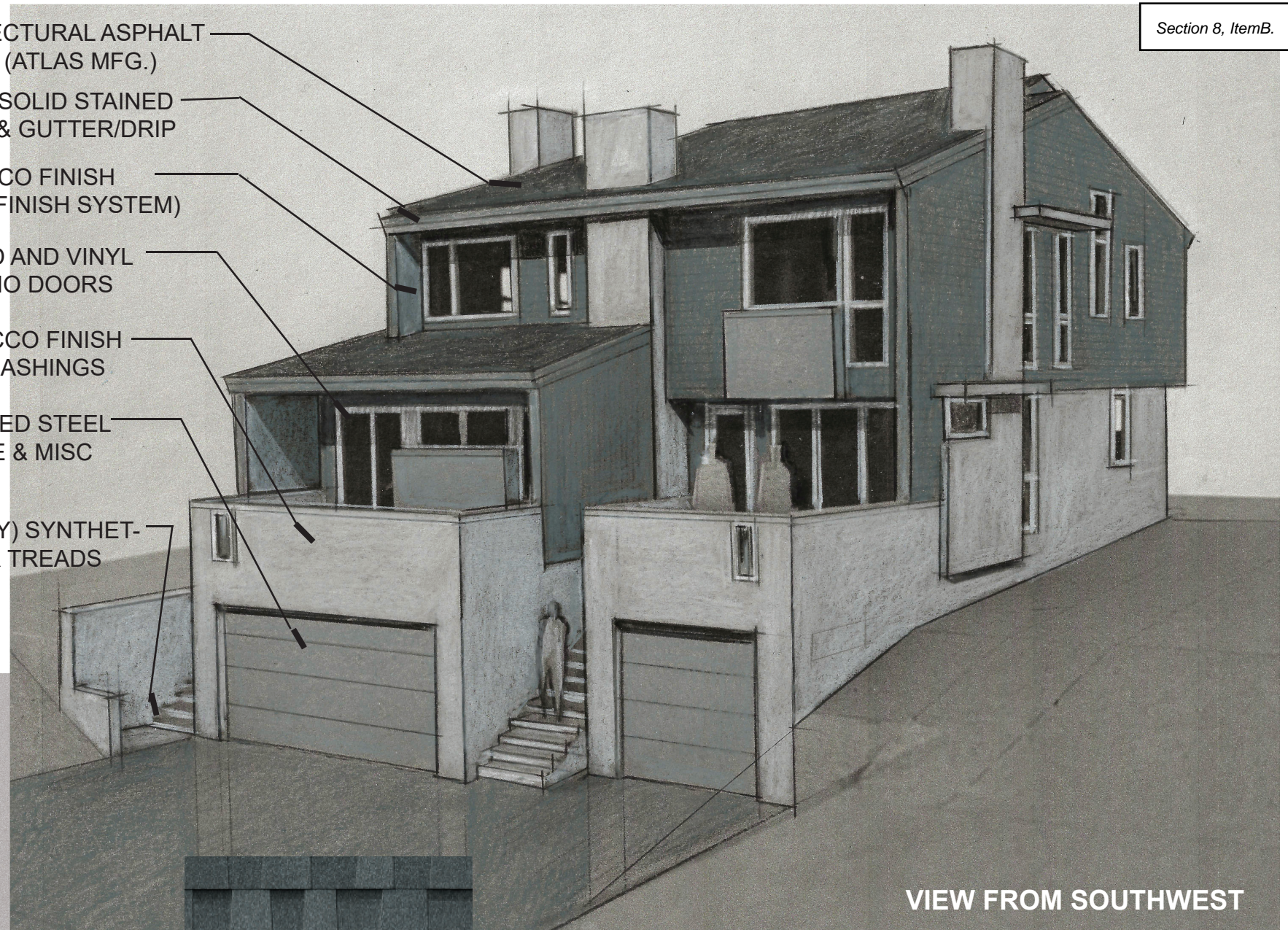
Planner:



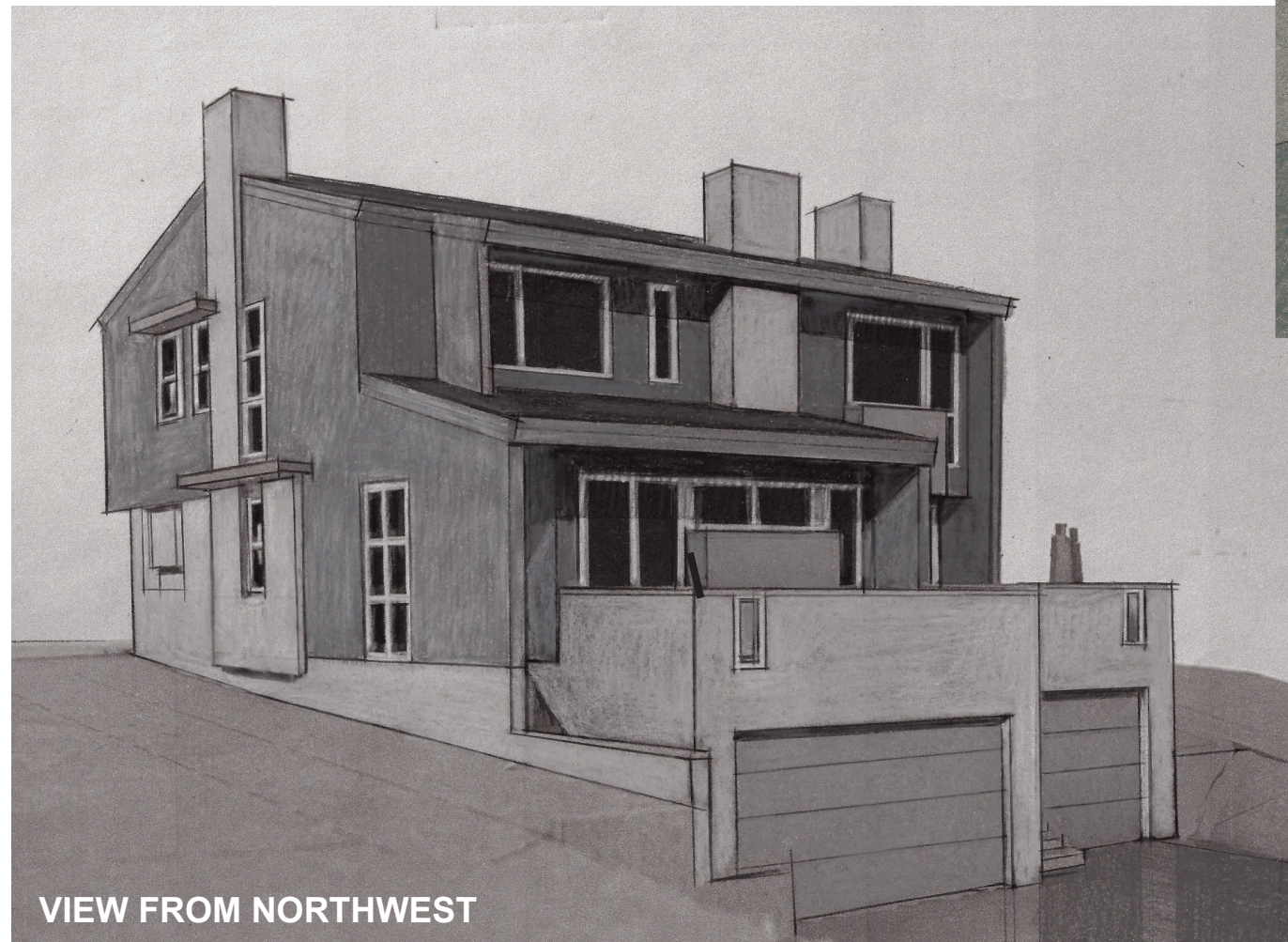
VIEW FROM NORTHEAST

OPTIONAL RECESS FOR HEAT PUMP UNIT (T.B.D.)
THICKENED WALL AT CHASES FOR PLUMB/MECH VENTS (TYP.)

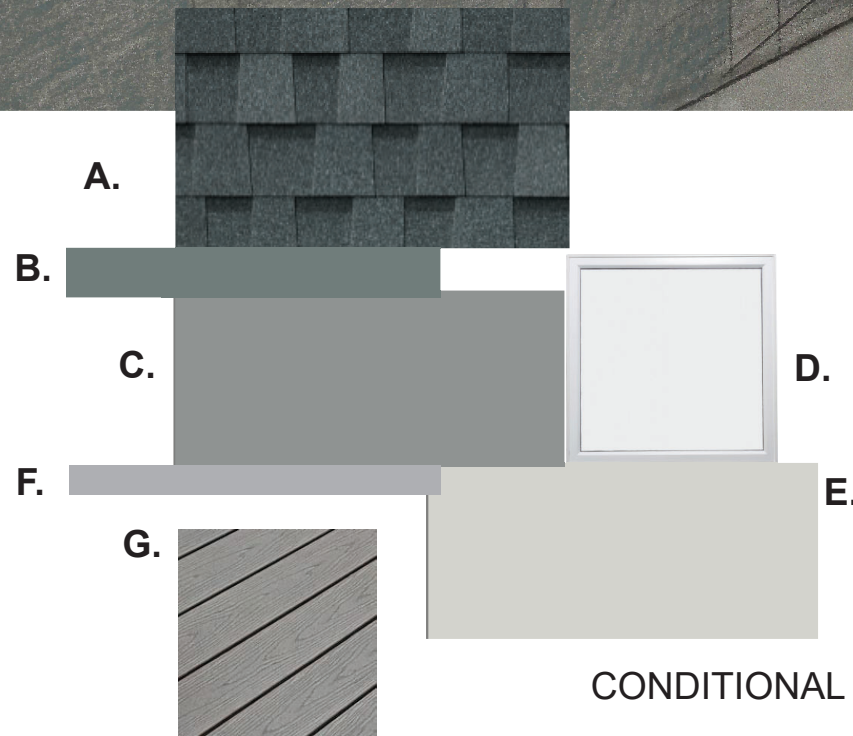
- A. "PEWTER" ARCHITECTURAL ASPHALT SHINGLE ROOFING (ATLAS MFG.)
- B. "OLD TOWN GREY" SOLID STAINED 2X CEDAR FASCIA & GUTTER/DRIP
- C. "BURNT ASH" STUCCO FINISH (EXTERIOR INSUL. FINISH SYSTEM)
- D. "WHITE" ALUM CLAD AND VINYL WINDOWS AND PATIO DOORS
- E. "PEARL GRAY" STUCCO FINISH (E.I.F.S.) & METAL FLASHINGS
- F. "LIGHT GRAY" PAINTED STEEL INSULATED GARAGE & MISC METAL FLASHING
- G. "CLAM SHELL" (GREY) SYNTHETIC DECKING & STAIR TREADS



VIEW FROM SOUTHWEST



VIEW FROM NORTHWEST



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Po Box 8332 Avon, Co 970-390-9756
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CONDITIONAL USE & DESIGN REVIEW SUBMITTAL 11-30-2023

DUPLEX @ 362 TAYLOR AVE

EXTERIOR RENDERINGS & COLOR BOARD

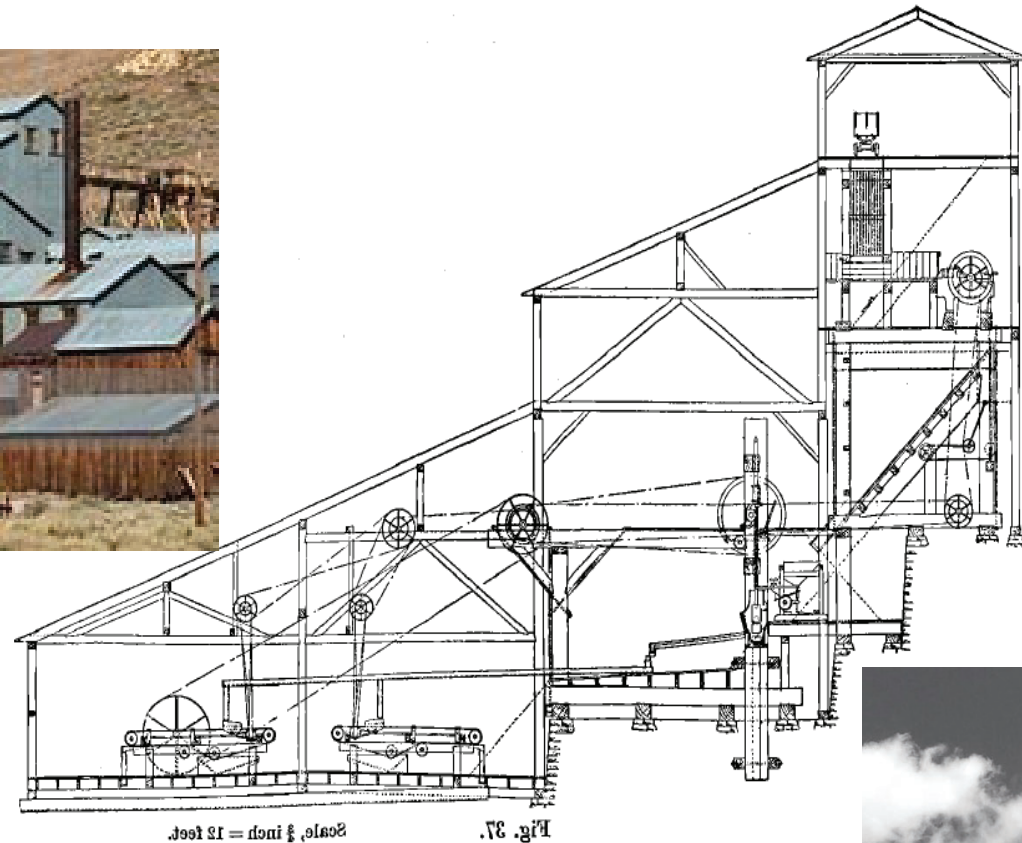
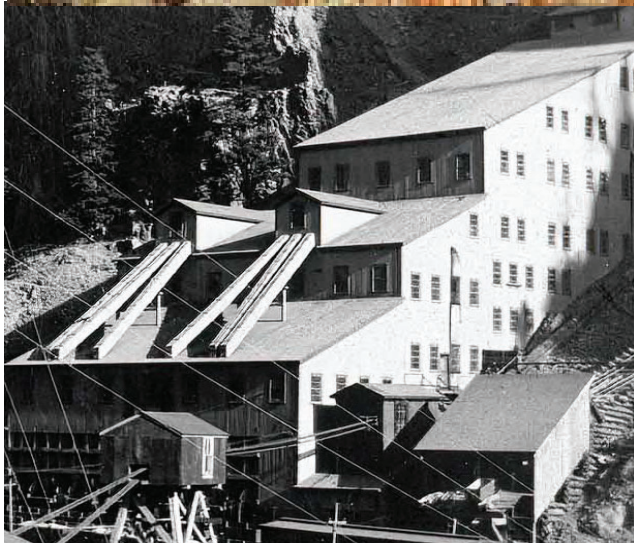
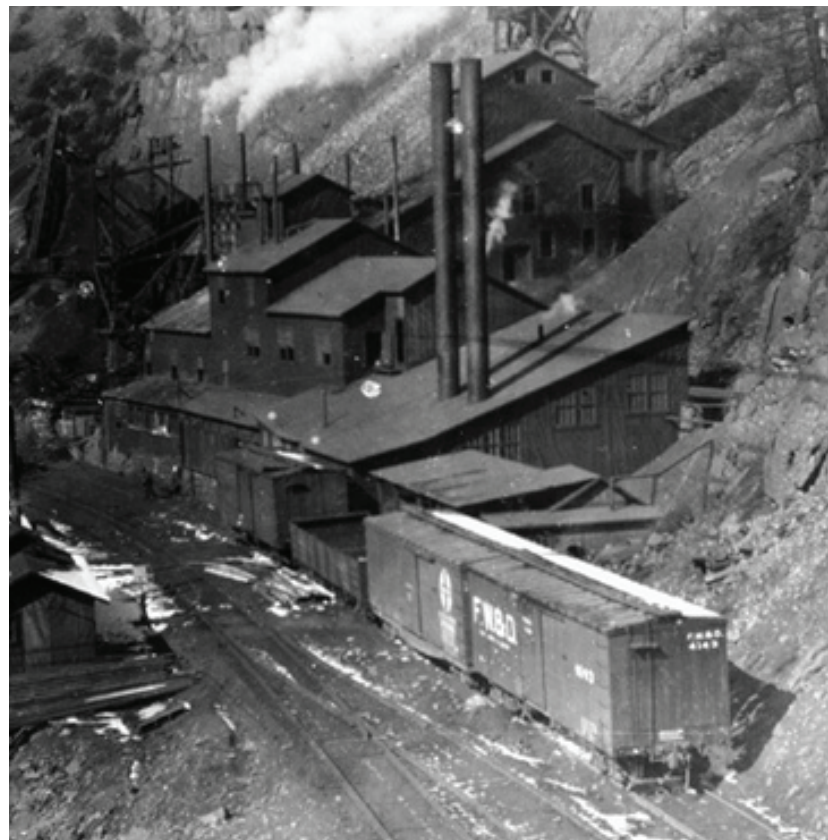


Fig. 37. Scale 3/4 inch = 12 feet.

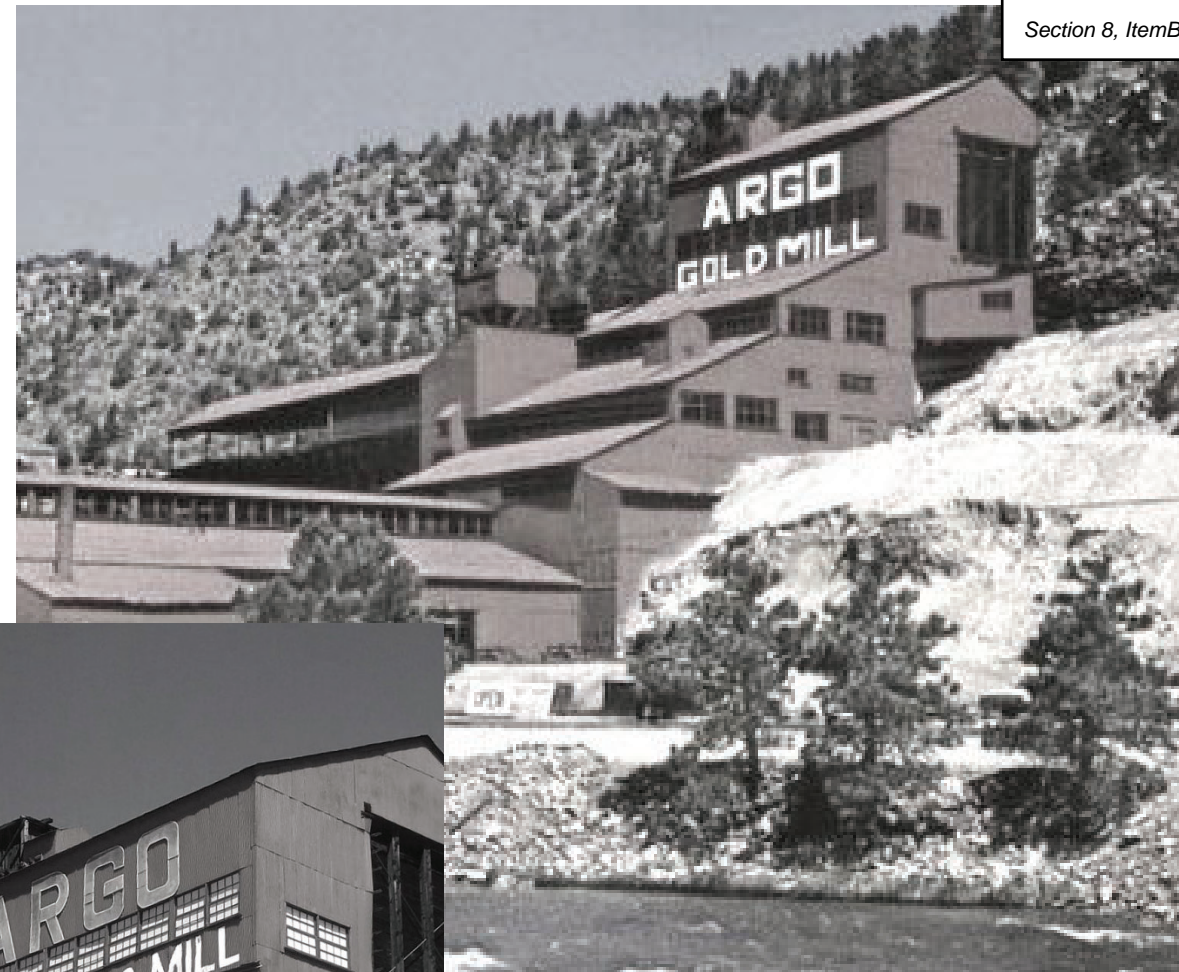
STAMP MILL BLDG. DIAGRAM

USING SHEDS, SALTBOX AND GABLE ROOFS TO COVER EQUIPMENT, THE WORKINGS OF THE STAMP MILL PROCEED FROM HIGH (WHERE THE ORE OFTEN NATURALLY CAME FROM) TO LOW IN A PROCESS OF CRUSHING AND REFINING ORE TO A POINT WHERE IT COULD BE LOADED ON RAIL CARS AT THE LOW POINT OF THE LANDSCAPE.



EAGLE MINE, GILMAN CO

IT APPEARS, PRIOR TO THE MILL BEING RELOCATED INSIDE A CAVERN CARVED INTO BATTLE MOUNTAIN, THE EAGLE MINE HAD SEVERAL BUILDINGS NEAR THE TRACKS THAT HOUSED A STAMP MILL WITH ITS CHARACTERISTIC CASCADING ROOFS.



ARGO GOLD MINE, IDAHO SPRINGS, CO

ROOFS CASCADE DOWN THE HILLSIDE TO HOUSE THE ORE STAMPING AND MILLING PROCESS THAT WAS DESIGNED TO WORK WITH GRAVITY AND THE SLOPED LANDSCAPE. THIS CREATED A DISTINCTIVE BUILDING FORM FOUND IN AREAS IN THE WESTERN UNITED STATES WHERE HARD ROCK MINING OCCURED. THE EAGLE MINE AT GILMAN WAS A HARD ROCK MINE THAT WAS HISTORICALLY SIGNIFICANT TO THE FOUNDING OF MINTURN AS A RAILROAD TOWN

Karl Krueger / Architect

Po Box 8332 Avon, Co 970-390-9756
kruegerarchitect@comcast.net
www.karlsruuegerarchitect@omcast.net

CONDITIONAL USE & DESIGN REVIEW SUBMITTAL 11-30-2023

DUPLEX @ 362 TAYLOR AVE

HISTORICAL PRECEDENT - MINING BUILDINGS

VIEW OF NORTH PROPERTY LINE AND WILLOW TREES BETWEEN EXISTING HOMES



EXISTING WILLOWS OWNED BY NEIGHBOR MAY BE REMOVED BY NEIGHBOR (T.B.D.)

PROPERTY LINE AT EDGE OF TIMBER

TIMBER CRIBBING AND FRONT LAWN PROPOSED TO BE COMPLETELY REMOVED DOWN TO STREET LEVEL

EXISTING RETAINING WALL IN MINTURN R.O.W. IN FRONT OF NEIGHBORS PROPERTY

PARKING ALREADY EXCAVATED ON NEIGHBORING PROPERTY

PROPERTY LINE (EXTENDED INTO R.O.W. FOR ILLUSTRATION)

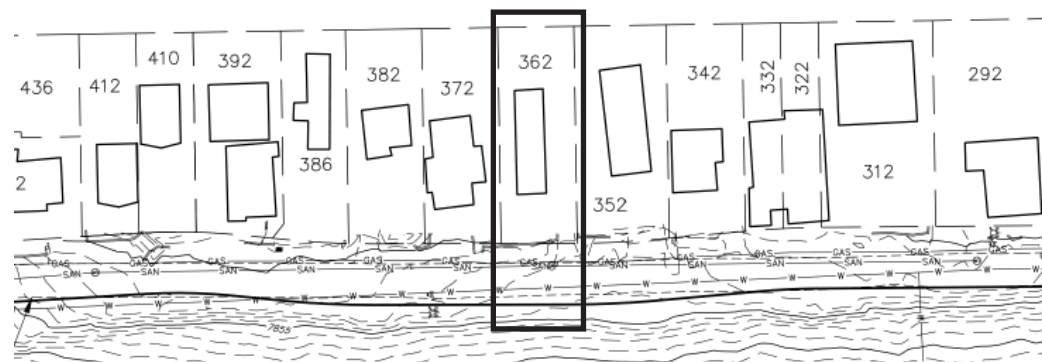


VIEW OF 362 TAYLOR: TRAILER ON PERMANENT FOUNDATION AND CRIBBING RETAINING WALLS TO BE REMOVED



EXISTING WILLOW TREES ON NORTH PROPERTY LINE- TREE TRUNKS ARE ALMOST EXCLUSIVLY ON NEIGHBORING PROPERTY. CHAIN-LINK FENCE IS 18 " SOUTH OF PROERTY LINE

AREA OF EXCESS GRADE BETWEEN EXISTING PARKING AT STREET LEVEL AT NEIGHBORS PROPERTY AND PROPOSED NEW PARKING AT STREET LEVEL OF 362 TAYLOR . THIS WILL LIKLY BE REMOVED BY NEIGHBOR WHEN REDEVELOPMENT OF NEIGHBORING PROPERTY OCCURS BECAUSE THIS REMOVAL WOULD LIKLY BE REQUIRED TO ACCOMPLISH SNOW STORAGE, REMOVE WALL FROM MINTURN R.O.W., ELIMINATE UN-NEEDED RETAINING WALLS AND FACILITATE CONSTRUCTION ACCESS.....SHOULD THIS HAPPEN ROCK RETAINING WALLS SHOWN ON PROPOSED UNIT A 362 TAYLOR MAY OR MAY NOT BE REQUIRED (T.B.D.)



VICINITY MAP



VIEW OF EXISTING DRIVEWAY DOWN TO TAYLOR AVENUE WITH VIEWS OF MEADOW MOUNTAIN BEYOND

CONDITIONAL USE & DESIGN REVIEW SUBMITTAL 11-30-2023

DUPLEX @ 362 TAYLOR AVE

EXISTING BUILDING & SITE



"KARL FOERSTER" ORNAMENTAL GRASS



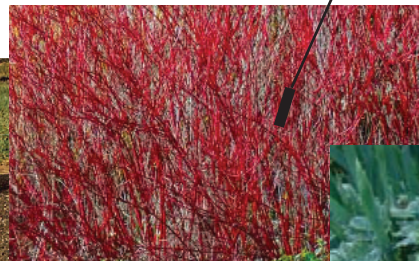
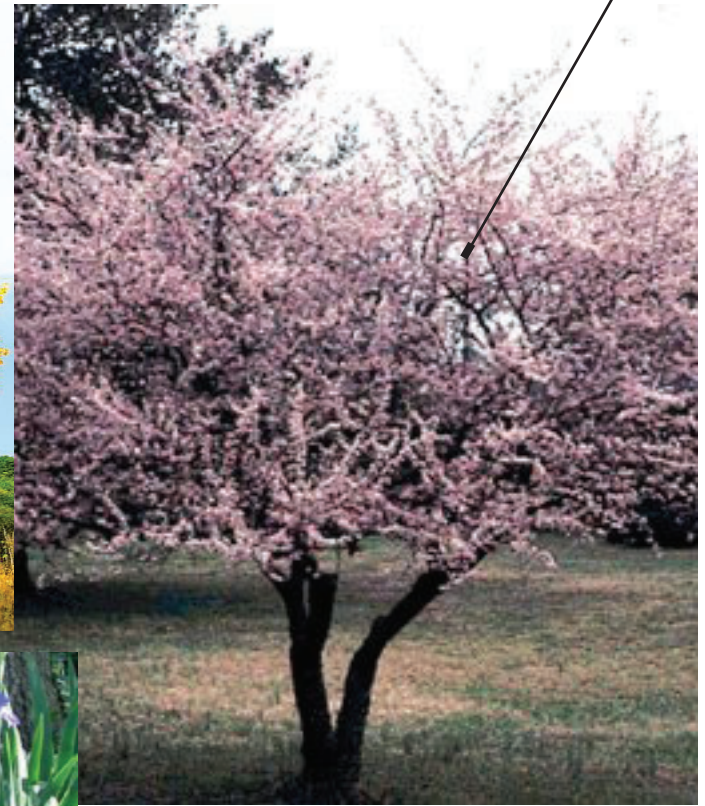
BOULDER RETAINING WALL (MAY VARY-BOULDERS FROM EXCAVATION OF SITE TO BE USED)

6X6 TREATED TIMBER STAIR AND 2'-0" GARDEN RETAINING WALL

"ARCTIC FIRE" RED TWIG DOGWOOD (MED SHRUB)



"QUAKING ASPEN" AND "NEW-PORT PLUM" DECIDUOUS TREES



"RUSSIAN SAGE" (SMALL SHRUB)



"BISHOPS WEED" GROUND COVER

"HIGH MOUNTAIN SEED MIX" NATIVE GRASS



"BUFFALO GRASS" (OR LOW WATER ALTERNATIVE TURF MIXTURE OF FESCUE, BLUEGRASS, RYE)



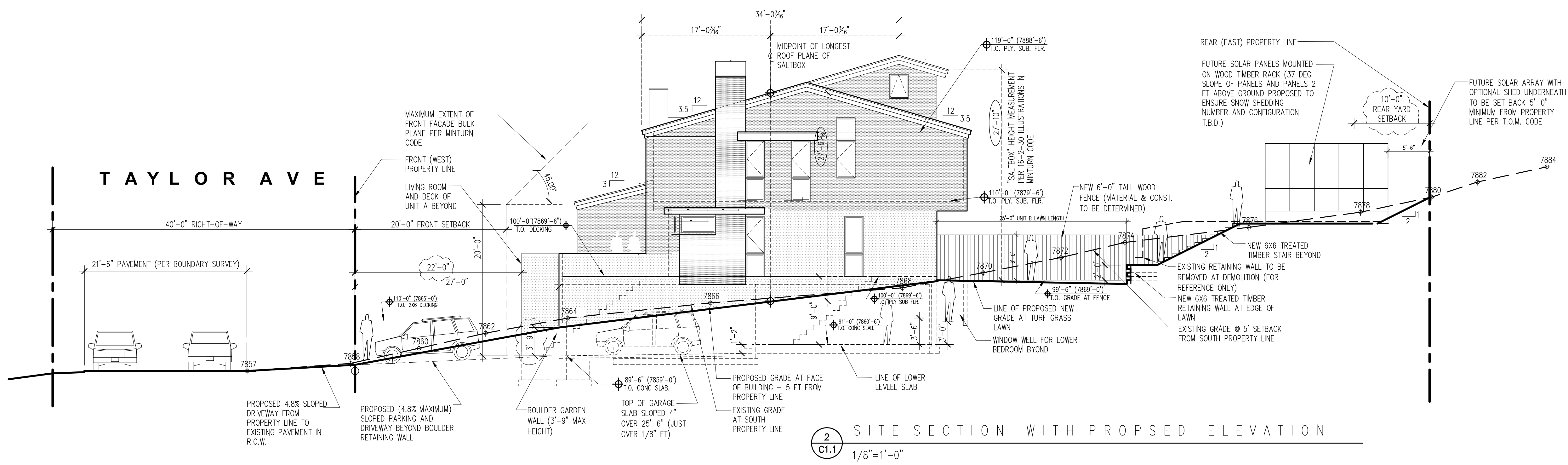
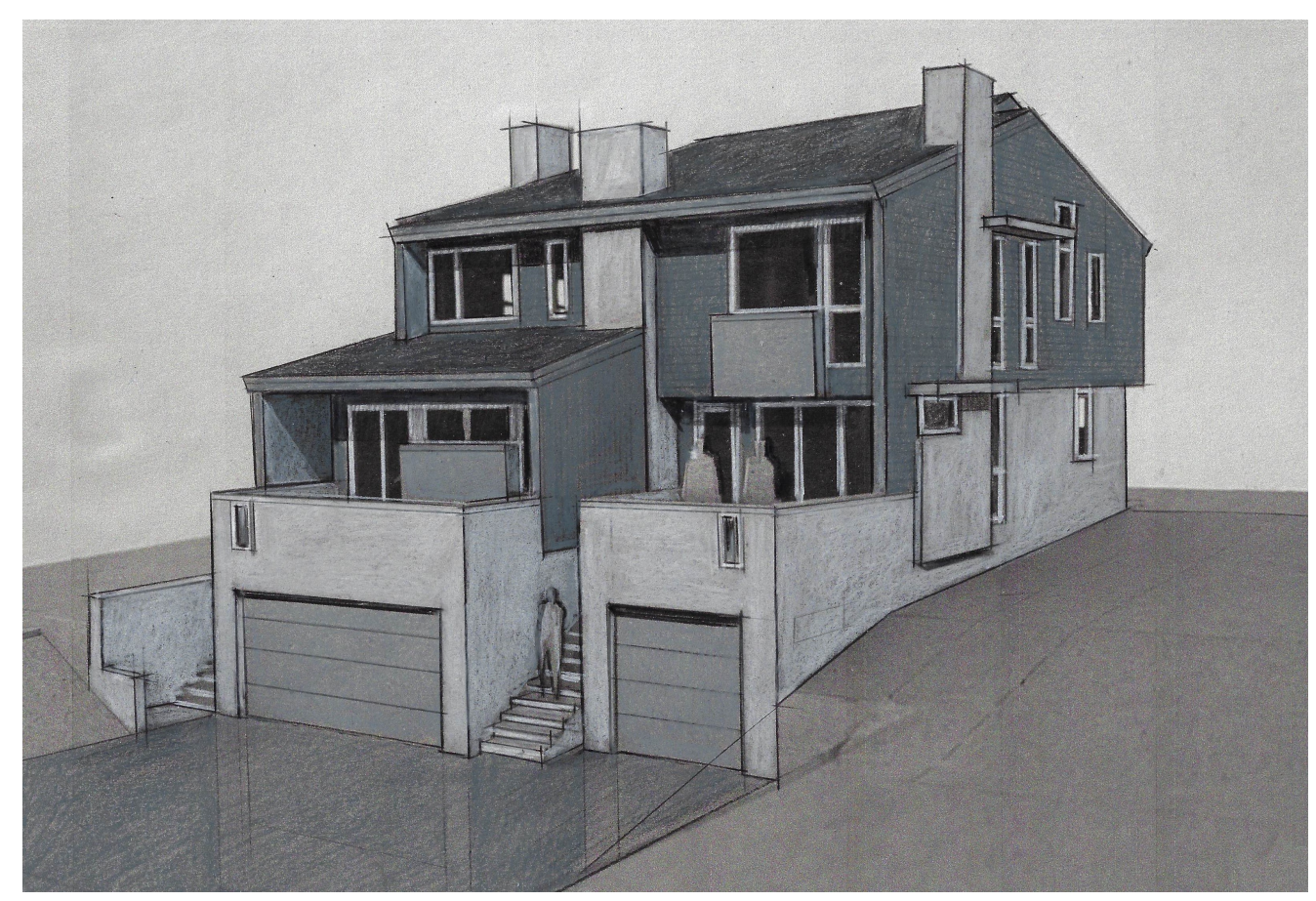
Karl Krueger / Architect

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CONDITIONAL USE & DESIGN REVIEW SUBMITTAL 11-30-2023

DUPLEX @ 362 TAYLOR AVE

LANDSCAPE MATERIALS

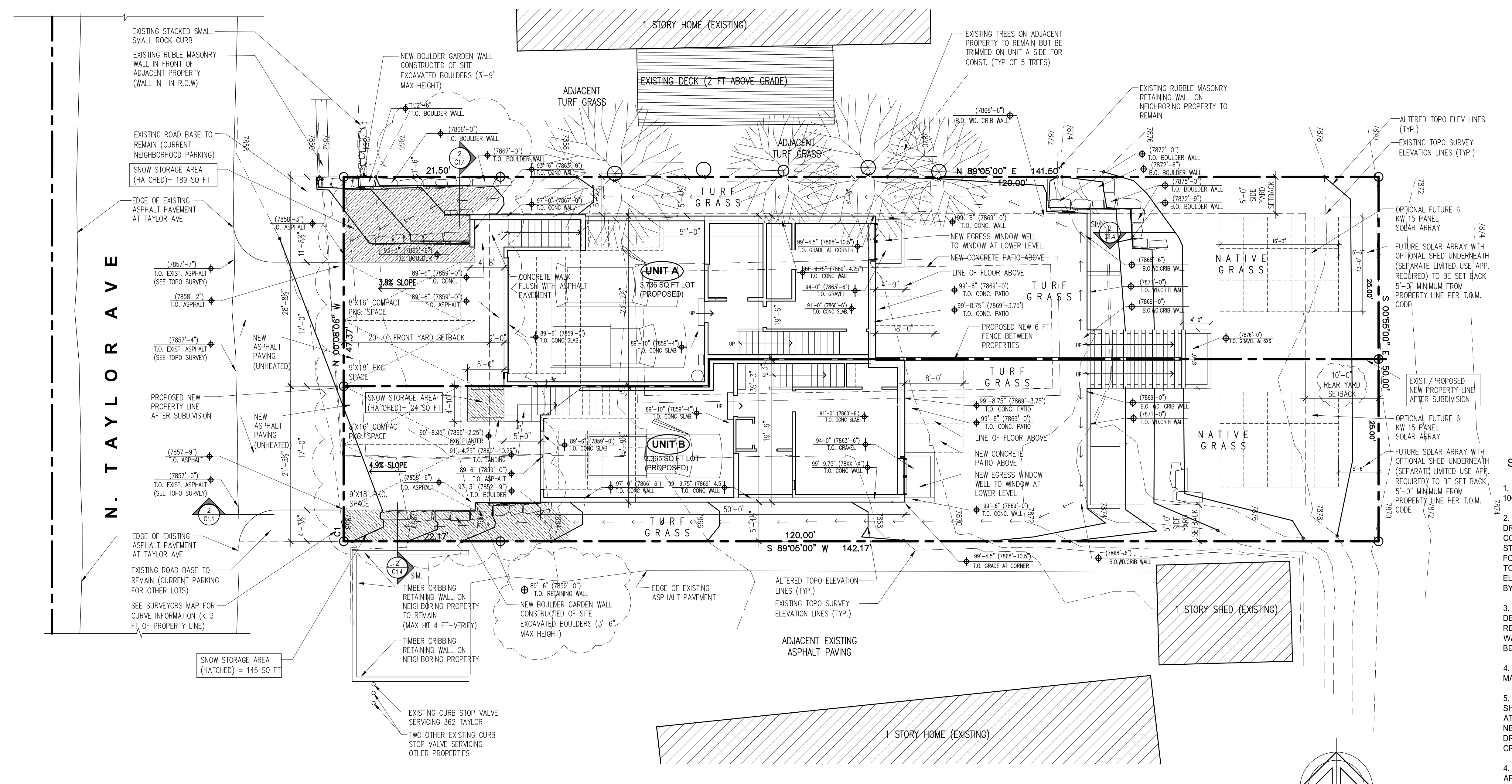


PROJECT INFORMATION

ADDRESS: 362 N TAYLOR AVENUE
 LEGAL ADDRESS: LOTS 1&2 BLOCK C, TAYLORS ADDITION TO THE TOWN OF MINTURN, COLORADO
 PARCEL NO.: 2103-262-03-010 (RESIDENTIAL)
 CLASS OF WK: DEMOLITION / NEW CONSTRUCTION
 LOT AREA: 0.163 Acres (7,100 SQ FT)

UTILITIES: PUBLIC SEWER: 2 LINES FROM WEST SIDE OF UNITS TO S.S. LINE IN TAYLOR AVE - VERIFY WITH E.R.W.S.D.
 PUBLIC WATER: 2 LINES FROM EXIST. AND NEW TAP/VALVE AT STREET VALVE TO LAUNDRY RM SIZED ETC. BY CONTRACTOR (ONE WATER TAP EXISTS FOR CURRENT HOME AND MAY BE RE-USED)
 NATURAL GAS: 2 LINES FROM NEW OR EXIST. GAS STUB OUT AT WEST PROPERTY LINE TO METERS ON NORTH AND SOUTH ELEVATION- VERIFY WITH UTILITY CO.
 ELECTRICAL SERVICE: TBD- CURRENT SUPPLY FROM OVERHEAD LINE

REVISED 2-9-24
PRELIMINARY 11-30-23



PARKING, HEIGHT, FOOTPRINT, IMPERVIOUS AREA, ST FRONT

OFF STREET SURFACE PARKING REQUIRED
 UNIT A (4 BEDROOM) = 3 SPACES
 UNIT B (3 BEDROOM) = 2 SPACES

OFF STREET PARKING SPACES PROVIDED
 UNIT A = 4 SPACES (3 FULL SIZE, 1 COMPACT)
 UNIT B = 3 SPACES (2 FULL SIZE, 1 COMPACT)
 (PER 16-16-70: NON-REQD PKG. CAN BE COMPACT CAR)

SNOW STORAGE REQUIRED = 5% OF LOT
 UNIT A = 3,736 SQ FT LOT X 5% = 187 SQ FT
 SNOW STORAGE SHOWN = 189 SQ FT
 UNIT B = 3,365 SQ FT LOT X 5% = 169 SQ FT
 SNOW STORAGE SHOWN = 169 SQ FT

MAXIMUM BUILDING HEIGHT ALLOWED = 28'-0"
 MAX BUILDING HEIGHT (SALTBOX) SHOWN = 27'-10"

MAXIMUM LOT COVERAGE ALLOWED = 40% OF LOT
 7,100 SQ FT X .40 = 2,840 SQ FT
 LOT COVERAGE SHOWN = 2,152 SQ FT
 (688 SQ FT REMAINS UN-USED)

MAXIMUM IMPERVIOUS MATERIALS ALLOWED = 50% OF LOT
 7,100 SQ FT X 50% = 3,550 SQ FT ALLOWED

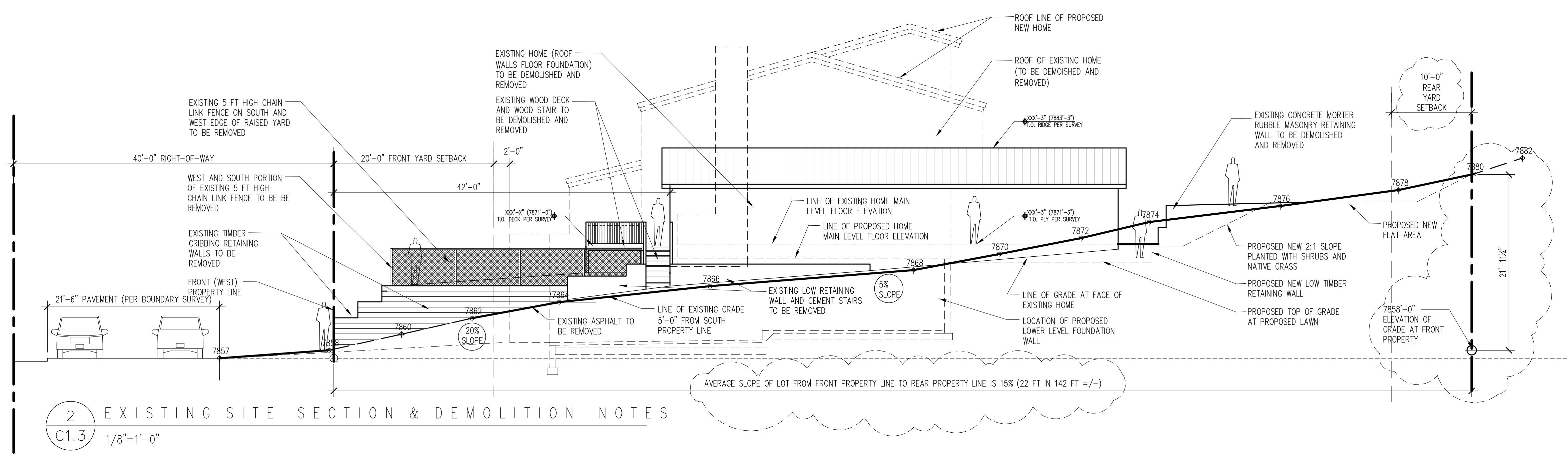
IMPERVIOUS MATERIAL SHOWN = 3,113 SQ FT
 FUTURE SOLAR UNIT A = 212 SQ FT
 FUTURE SOLAR UNIT B = 212 SQ FT
 TOTAL FUTURE IMPERVIOUS = 3,537 SQ FT

FIRE AREA (ALL SPACE INSIDE EXTERIOR WALLS)
 UNIT A = 2,900 SQ FT
 UNIT B = 2,511 SQ FT

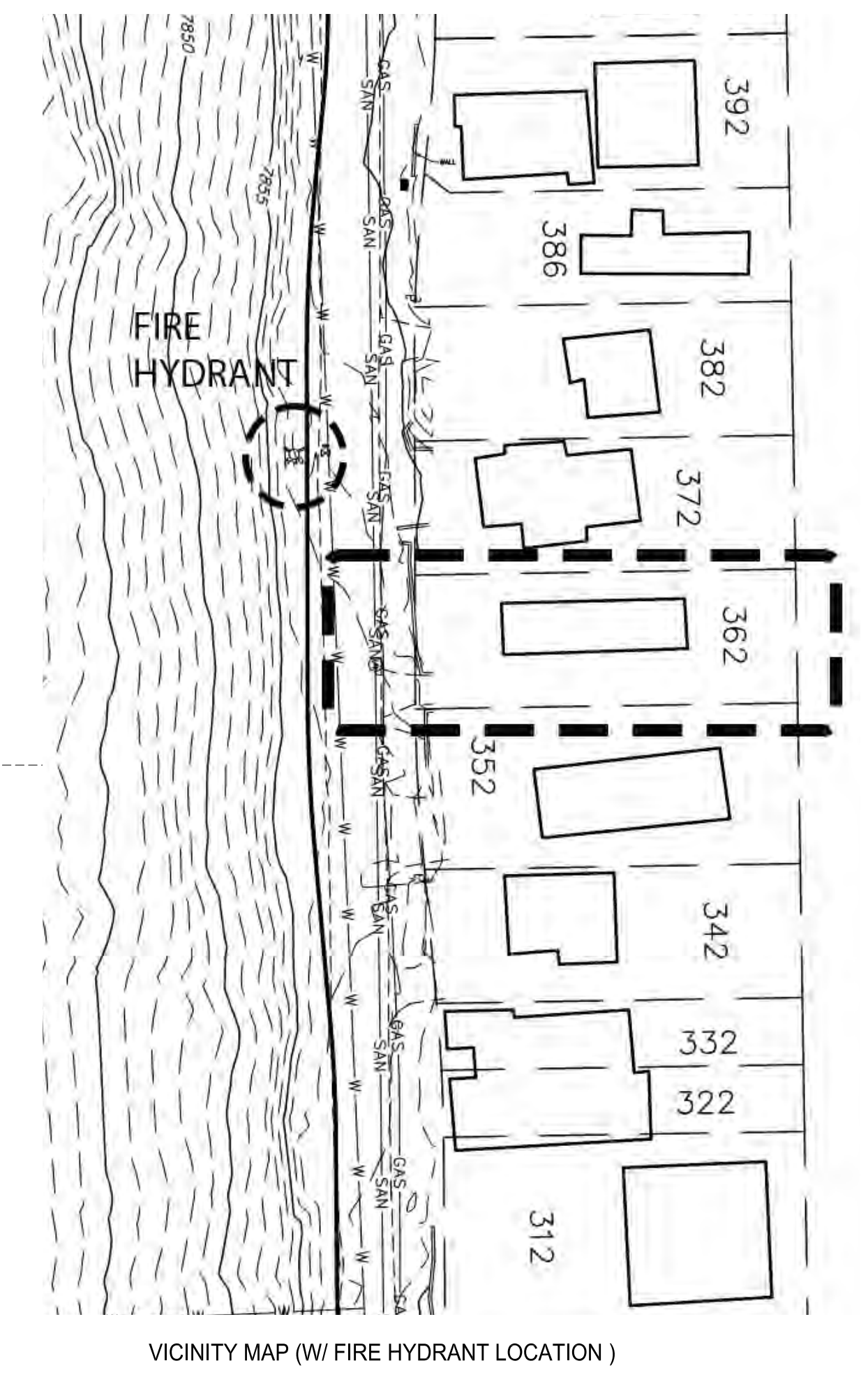
SITE PLAN GENERAL NOTES

- SITE ELEVATION 7869'-6" = BUILDING ELEVATION 100'-0".
- LOCATION OF BUILDING ON SITE SHALL BE PER DRAWINGS AND CONFIRMED BY ARCHITECT CONFERRING WITH SURVEYOR TASKED WITH STAKING THE FOUNDATION PRIOR TO FOOTING FORMWORK PLACEMENT. ANY PROPOSED CHANGES TO THE BUILDING LOCATION ON SITE OR PLANNED ELEVATION OF LOWER FLOOR MUST BE REVIEWED BY ARCHITECT
- SEE EXISTING/DEMOLITION PLAN FOR DESCRIPTION OF EXISTING BUILDINGS TO BE REMOVED. EXISTING TIMBER AND RUBBLE RETAINING WALLS TO BE REMOVED AND ONE EXISTING TREE TO BE REMOVED.
- SEE LANDSCAPE PLAN FOR LANDSCAPE MATERIALS AND IRRIGATION ETC.
- NEW RETAINING WALLS AND GARDEN WALLS SHALL BE CONSTRUCTED OF BOULDERS EXCAVATED AT SITE AND SHALL NOT EXCEED 3'-9" FT IN HEIGHT. NEW WINDOW WELLS SHALL BE CONSTRUCTED PER DRAWINGS (CONCRETE SIDE WALLS AND TIMBER CRIBBING END WALL)
- AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT COVERED BY BUILDING, PATIOS OR DRIVEWAY OR NOT LANDSCAPED WITH TURF, GRAVEL PLANTING BEDS, OR PERIMETER GRAVEL BEDS, SHALL BE RE-VEGETATED WITH MOUNTAIN NATIVE GRASSES MIX PER LANDSCAPE PLAN
- FOLLOW ALL RECOMMENDATIONS OF SOILS ENGINEER AS REPORTED IN SOILS INVESTIGATION BY KUMAR ASSOC. GEOTECH ENG PROJECT # 23-7-599

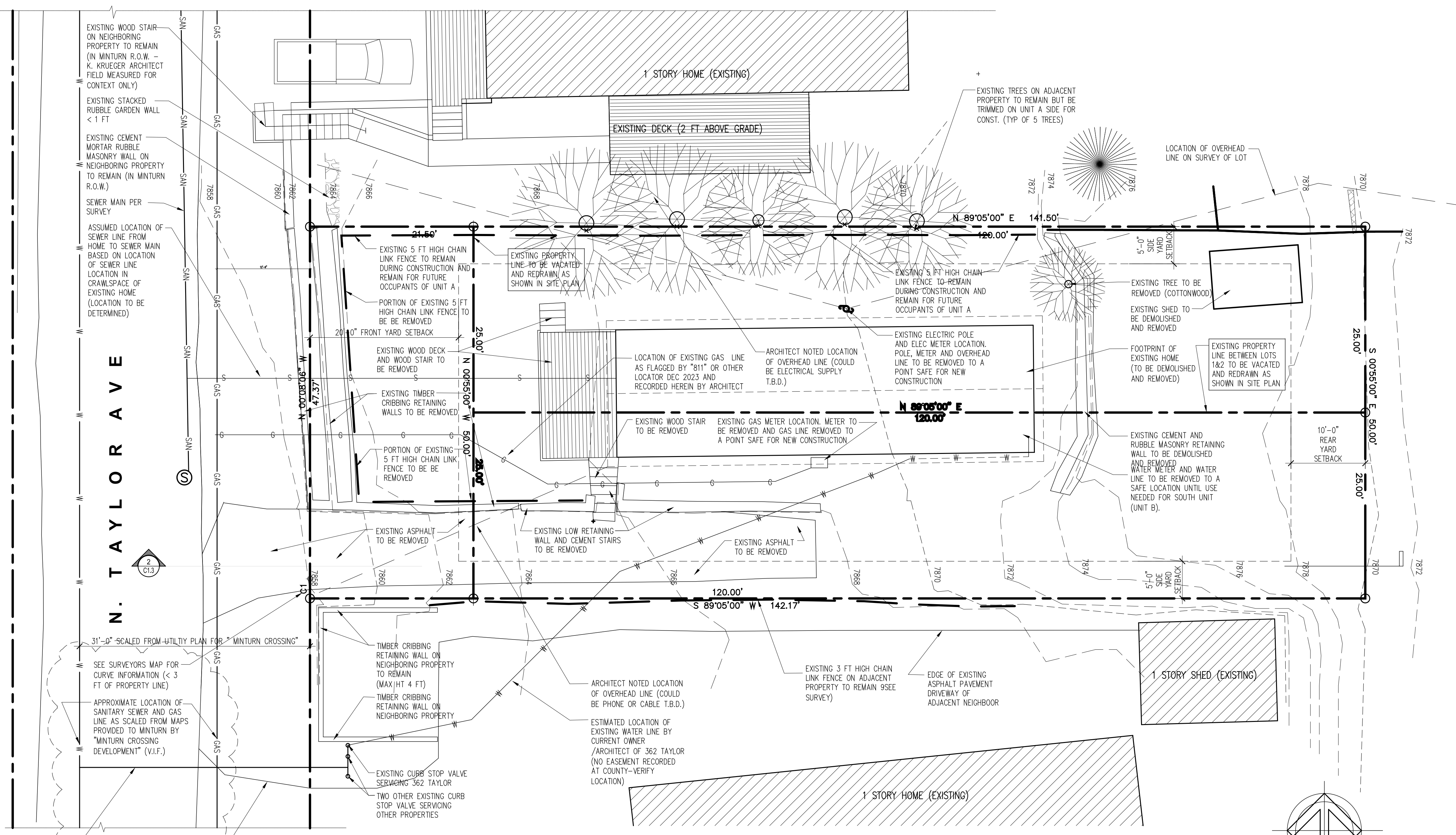
CONDITIONAL USE & DESIGN REVIEW APPLICATION SUBMITTAL
DUPLEX AT 362 N. TAYLOR AVE
 LOTS 1&2, BLOCK C, TAYLORS ADDITION TO THE TOWN OF MINTURN, CO



2
 C1.3
 1/8"=1'-0"

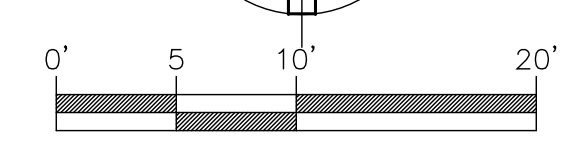


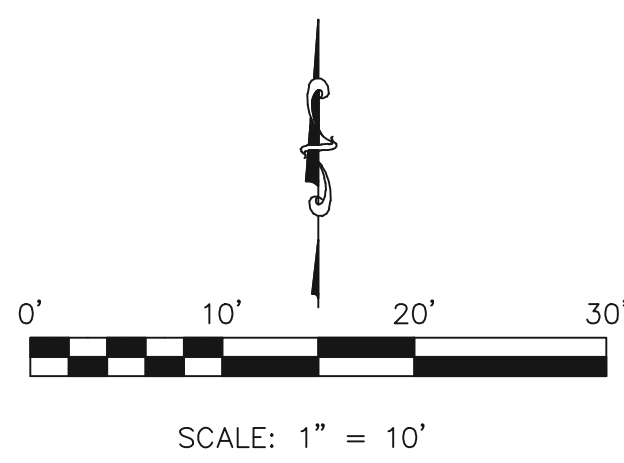
REVISED
 2-9-24
 PRELIMINARY
 11-30-23



- EXISTING SITE PLAN & DEMO. PLAN GENERAL NOTES**
1. INFORMATION SHOWN ON THIS DEMOLITION PLAN IS TAKEN FROM LOT IMPROVEMENT SURVEY BY EAGLE VALLEY ENGINEERING JOB # XXXX ON XXX. SOME ADDITIONAL INFORMATION SHOWN OUTSIDE LOTS 1&2 IS FROM OWNER/ARCHITECT'S MEASUREMENTS AND RECORDING OF "811" LOCATE FLAGS AND PAINT.
 2. INFORMATION ON THE SEWER LINE LOCATED IN THE TAYLOR AV R.O.W WAS TAKEN FROM THE IMPROVEMENT SURVEY. THE APPROXIMATE LOCATION OF GAS LINE AND WATER LINE IN TAYLOR AV. R.O.W WAS TAKEN FROM SCALED MEASUREMENTS FROM ENGINEERING DOCUMENTS PROVIDED TO MINTURN BY THE "MINTURN CROSSING" DEVELOPMENT. REFER TO LOT IMPROVEMENT SURVEY FOR SURVEYED INFORMATION.
 3. LOTS 1&2 CURRENTLY CONTAIN ONE HOME: A TRAILER HOME ON PERMANENT CMU FOUNDATION. THE TRAILER HOME'S VIN NUMBER WAS EXPUNGED IN 1984 AS RECORDED BY .THERE IS ALSO AN UN-INSULATED SHED ON THE EAST OF THE SITE. THE HOME AND FOUNDATION AND SHED WILL BE DEMOLISHED AND REMOVED. ALL TIMBER AND RUBBLE MASONRY RETAINING WALLS WILL BE REMOVED.
 4. TREES SHOWN ON SITE/DEMOLITION PLAN ARE SURVEYED LOCATES FROM SURVEYORS LOT IMPROVEMENT MAP (SEE ATTACHED). TREES NOTED TO BE REMOVED ARE BEING REMOVED FOR CONSTRUCTION AND NUISANCE (COTTONWOOD)

1
 C1.3
 1/8"=1'-0"





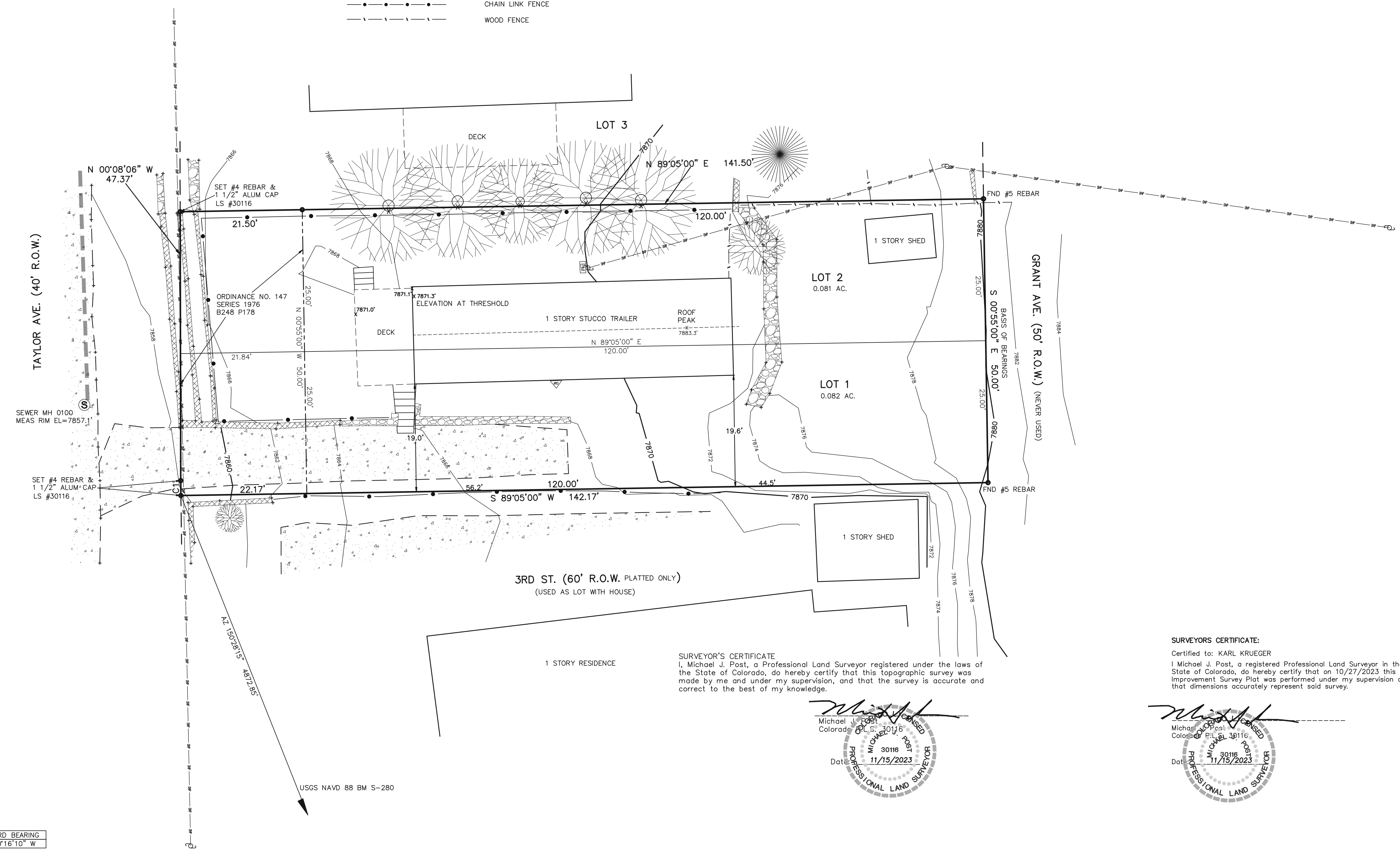
LEGEND

- UTILITY POLE
- ELECTRIC METER
- GAS METER
- SANITARY SEWER MANHOLE
- ASPHALT SURFACE
- ROCK WALL
- WOOD TIE
- OVERHEAD POWER LINE
- BURIED SANITARY SEWER LINE
- CHAIN LINK FENCE
- WOOD FENCE

- DENOTES CONFIFEROUS TREE W/ APPROX. 0.5' TRUNK DIAMETER
- DENOTES DECIDUOUS TREE W/ APPROX. 1.5' TRUNK DIAMETER
- DENOTES CONFIFEROUS TREE W/ APPROX. 1.0' TRUNK DIAMETER
- DENOTES DECIDUOUS TREE W/ APPROX. 0.5' TRUNK DIAMETER
- DENOTES DECIDUOUS TREE W/ APPROX. 1.0' TRUNK DIAMETER
- DENOTES DECIDUOUS TREE W/ APPROX. 2.0' TRUNK DIAMETER

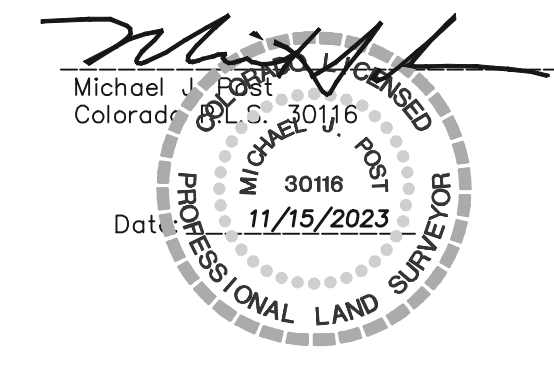
○ DENOTES LOCATION OF TRUNK MEASUREMENT

○ DENOTES LOCATION OF TRUNK MEASUREMENT

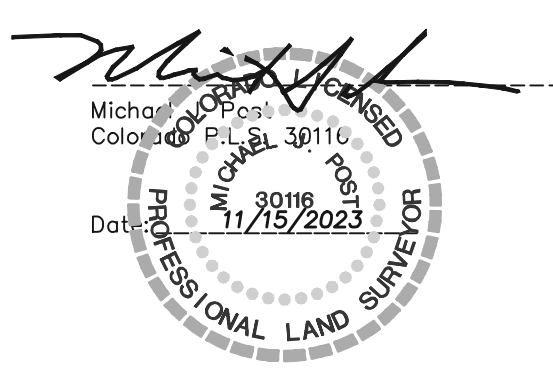


- NOTES:**
- 1) DATE OF SURVEY: 10/27/2023.
 - 2) LAND TITLE GUARANTEE CO. POLICY NO. V50003687 DATED 11/26/2003 WAS RELIED UPON FOR ALL TITLE AND EASEMENT INFORMATION.
 - 3) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER 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) 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.
 - 5) BASIS OF BEARINGS: MONUMENTS MARKING THE SOUTHEAST CORNER LOT 1 & NORTHEAST CORNER LOT 2.
 - 6) BASIS OF ELEVATION: USGS NAVD 88 BM S-280 EL=7894.20'.
 - 7) THE U.S. SURVEY FOOT IS THE LINEAL UNIT USED FOR THE DIMENSIONS ON THIS PLAT.
 - 8) BUILDING SETBACK INFORMATION IS NOT PLATTED. PRIOR TO ANY DESIGN OR CONSTRUCTION IMPROVEMENTS ON THIS PROPERTY, TOWN OF MINTURN 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) 2' CONTOUR INTERVAL.

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.



SURVEYORS CERTIFICATE:
 Certified to: KARL KRUEGER
 I, Michael J. Post, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that on 10/27/2023 this Improvement Survey Plat was performed under my supervision and that dimensions accurately represent said survey.



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	00°16'08"	560.87'	2.63'	1.32'	2.63'	N 00°16'10" W

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

3856-T-ISP-2023 DATE: 11/2023
 DRN. BY: M. POST PAGE: 1 OF 1

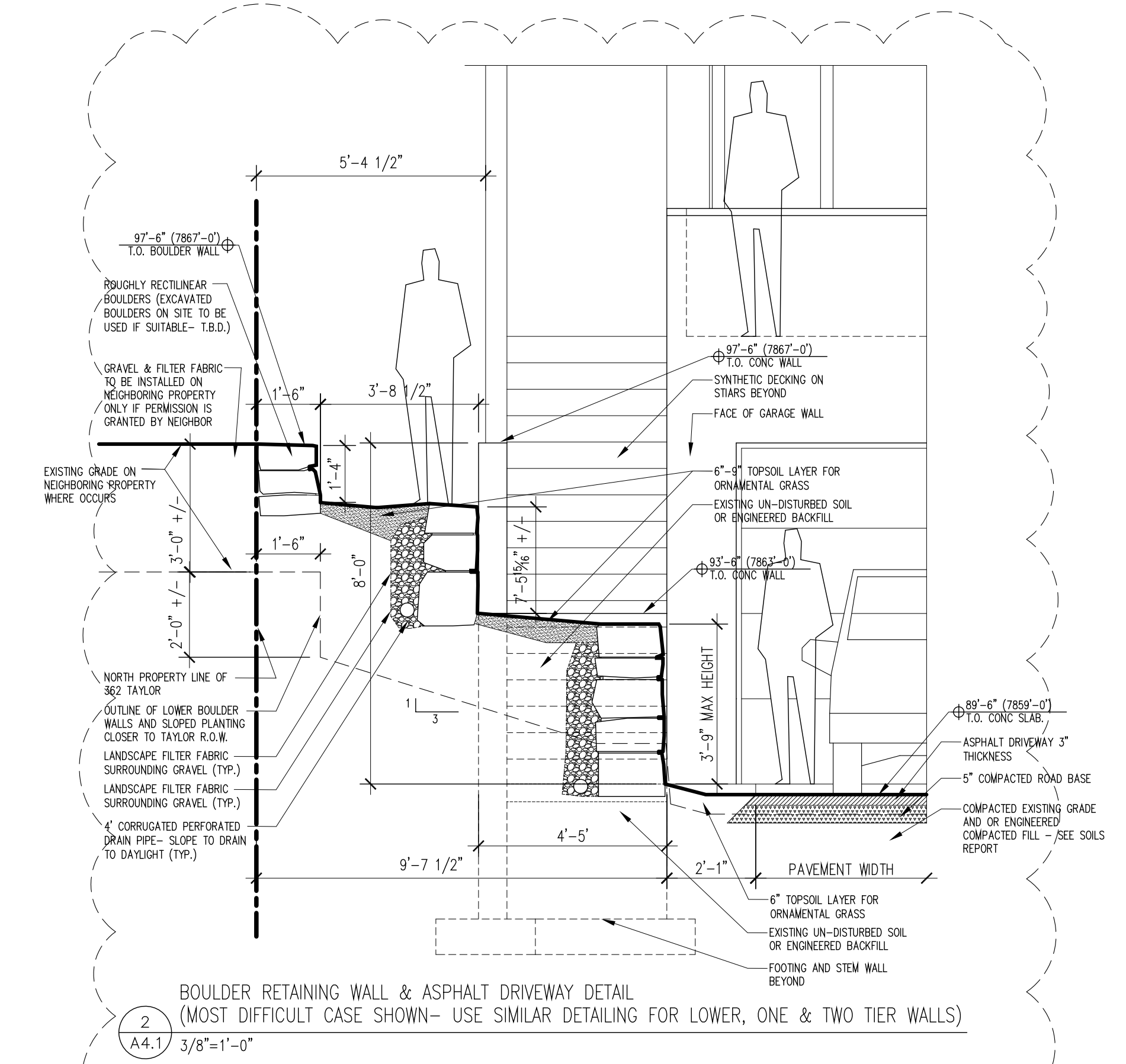
IMPROVEMENT SURVEY PLAT
 TOPOGRAPHIC SURVEY
 LOTS 1 & 2, BLOCK C
 TAYLORS ADDITION TO MINTURN
 TOWN OF MINTURN, EAGLE COUNTY, COLORADO

C1.2

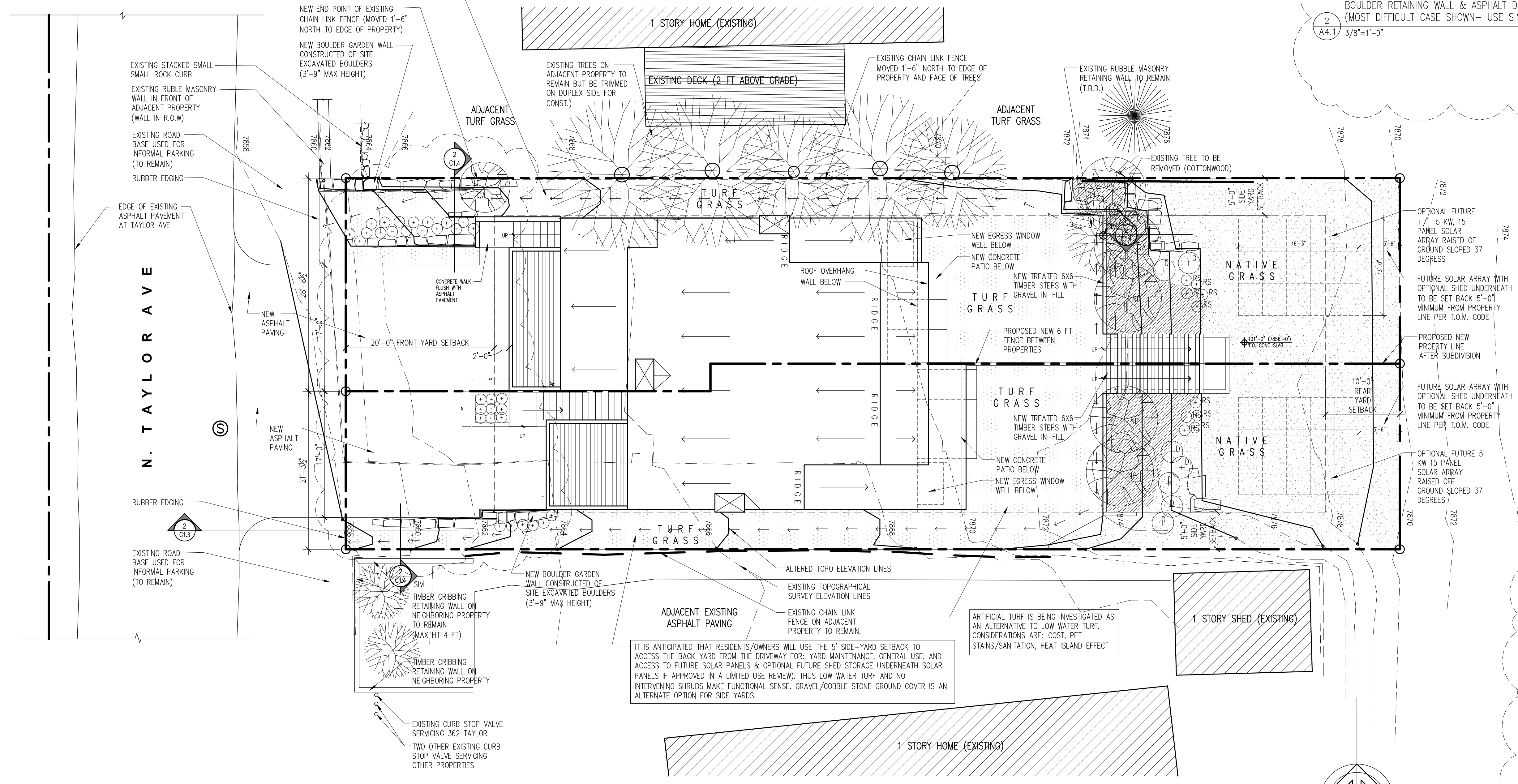
JOB No. 3856

REVISED
 2-9-24
 PRELIMINARY
 11-30-23

CONDITIONAL USE & DESIGN REVIEW APPLICATION SUBMITTAL
 DUPLEX AT 362 N. TAYLOR AVE
 LOTS 1 & 2, BLOCK C, TAYLORS ADDITION TO THE TOWN OF MINTURN, CO



IT IS ANTICIPATED THAT RESIDENTS/OWNERS WILL USE THE 5' SIDE-YARD SETBACK TO ACCESS THE BACK YARD FROM THE DRIVEWAY FOR: YARD MAINTENANCE, GENERAL USE, AND ACCESS TO SOLAR PANELS (& OPTIONAL FUTURE SHED STORAGE UNDERNEATH SOLAR PANELS IF APPROVED). THIS LOW WATER TURF AND NO INTERVENING SHRUBS MAKE FUNCTIONAL SENSE. GRAVEL/COBBLE STONE GROUND COVER IS AN ALTERNATE OPTION FOR SIDE YARDS.



1 LANDSCAPE PLAN & ROOF PLAN
 C1.4 1/8"=1'-0"

LANDSCAPE PLAN GENERAL NOTES

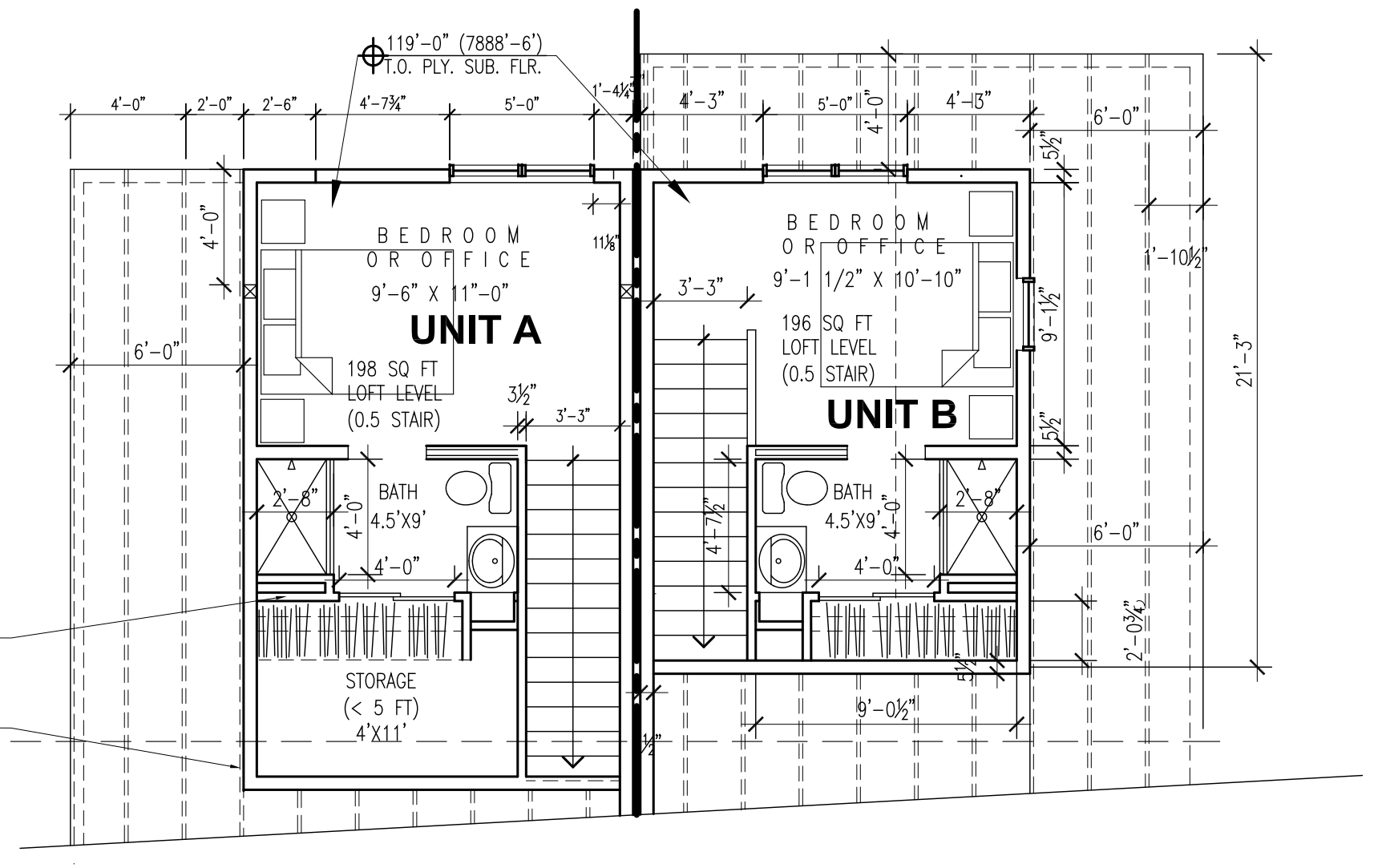
- LANDSCAPE INSTALLATION SHALL FOLLOW SOILS INVESTIGATION RECOMMENDATIONS FOR SLOPING GRADE AWAY FROM BUILDING, PLACEMENT OF ANY LANDSCAPE IRRIGATION ETC. PERIMETER DRAIN LOCATION AND DESIGN SHALL BE AS DESIGNED BY SOILS ENGINEER AND REFERENCED IN SOILS REPORT
- HOSE BIBS SHALL BE FREEZE PROTECTED AND LOCATED WHERE SHOWN ON MAIN LEVEL PLAN UNLESS CIRCUMSTANCE MAKE THE LOCATION SHOWN VULNERABLE TO FREEZE PROTECTION PROBLEMS OR DRAINAGE ISSUES
- NEW TREES AND SHRUBS SHOWN SHALL BE PLANTED IN THE POSITIONS SHOWN UPON SITE VISIT AND FINAL VERIFICATION OF INDIVIDUAL TREE LOCATIONS BY ARCHITECT AFTER BUILDING HAS BEEN CONSTRUCTED.
- LOW WATER TURF GRASS LAWN TO BE IRRIGATED BY PROGRAMMABLE POP-UP IRRIGATION SYSTEM PER MINTURN TOWN CODE AND EAGLE RIVER WATER/ SAN REGULATIONS. SHRUB BEDS SHALL BE IRRIGATED BY PROGRAMMABLE DRIP SYSTEM. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED AND INSTALLED BY LANDSCAPE PROFESSIONAL. NO IRRIGATION OF NATIVE GRASS AREA IS PROPOSED LONG-TERM. HOWEVER, ALL LANDSCAPE TO BE PROVIDED WITH TWO GROWING SEASONS OF WATERING (IRRIGATION SYSTEM OR HOSE) BEFORE REDUCING WATER USE.
- SEE CONSTRUCTION MANAGEMENT PLAN FOR CONST AND EROSION FENCING, TRAILERS, PARKING TRASH, RADON REDUCTION PLAN AND ENERGY PLAN.

LANDSCAPE KEY

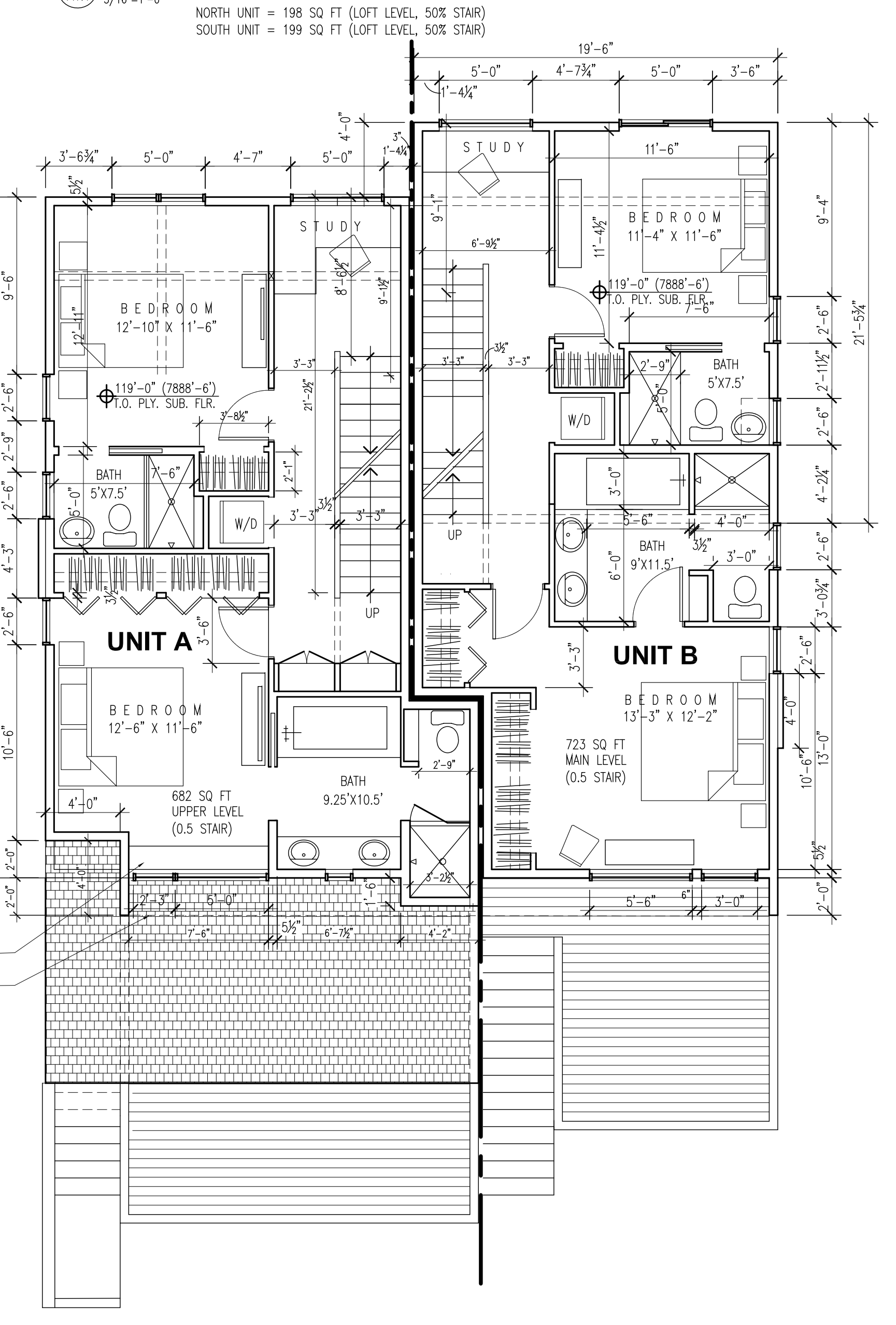
- EXISTING DECIDUOUS TREES (MOST ON ADJACENT PROPERTY) (APPROX.)
- EXISTING EVERGREEN TREES ON ADJACENT PROPERTY (APPROX.)
- NEW DECIDUOUS TREES 1.5" MIN CALIPER: (3) QUAKING ASPEN (3) NEWPORT PLUM LOW/MED WATER, APPROPRIATE FOR HIGH ELEVATION (PLUM PLANTED TO NOT AFFECT SOLAR ACCESS TO SOLAR PANELS)
- NEW MED SHRUBS- (10) ARCTIC FIRE RED TWIG DOGWOOD (3'-4' HT & 3'-4' WIDTH WHEN FULL GROWN, 5 GALLON SIZE)
- NEW SMALL SHRUB - (12) RUSSIAN SAGE (1 GAL SIZE)
- NEW ORNAMENTAL GRASS - (36) KARL FOERESTER CLUMP GRASS (1 GAL SIZE)
- TURF GRASS AREA
 BUFFALO GRASS OR LOW WATER SEED MIX (FESCUE, RYE, BLUEGRASS)
- NATIVE GRASS AREA
 MOUNTAIN SEED MIX: FESCUE, GAMMA, BROMEGRASS, RYE ETC.
- BISHOPS WEEED GROUND COVER BED WITH RUBBER EDGING AT NATIVE GRASS w/ INTERMITTENT PERENNIAL FLOWERS

REVISED
 2-9-24
 PRELIMINARY
 11-30-23

CONDITIONAL USE & DESIGN REVIEW APPLICATION SUBMITTAL
 DUPLEX AT 362 N. TAYLOR AVE
 LOTS 1 & 2, BLOCK C, TAYLORS ADDITION TO THE TOWN OF MINTURN, CO



4 LOFT LEVEL FLOOR PLAN & PARTIAL ROOF PLAN
 A1.1 3/16"=1'-0"

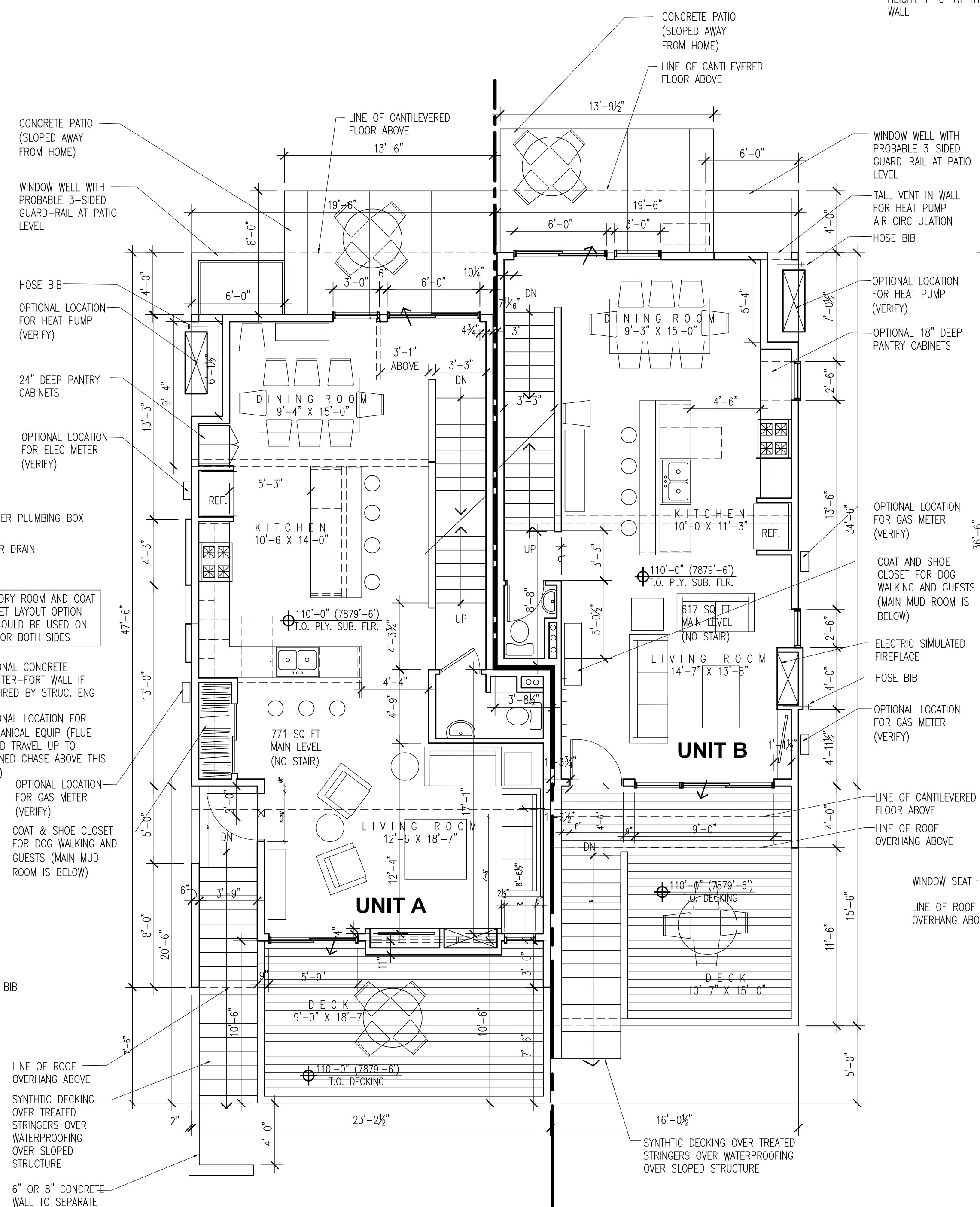


3 UPPER LEVEL FLOOR PLAN
 A1.1 3/16"=1'-0"

NORTH UNIT = 679 SQ FT (UPPER LEVEL, 50% STAIR)
 SOUTH UNIT = 714 SQ FT (UPPER LEVEL, 50% STAIR)

LIVING SQ FT FOR UNIT A		LIVING SQ FT FOR UNIT B	
LOWER LEVEL W/ STAIR, NO GARAGE	= 418 SQ FT	LOWER LEVEL W/ STAIR, NO GARAGE	= 452 SQ FT
MAIN LEVEL W/NO STAIR	= 766 SQ FT	MAIN LEVEL W/NO STAIR	= 624 SQ FT
UPPER LEVEL W/ 1/2 STAIR	= 679 SQ FT	UPPER LEVEL W/ 1/2 STAIR	= 714 SQ FT
LOFT LEVEL W/ 1/2 STAIR	= 198 SQ FT	LOFT LEVEL W/ 1/2 STAIR	= 199 SQ FT
TOTAL	2,061 SQ FT	TOTAL	1,989 SQ FT

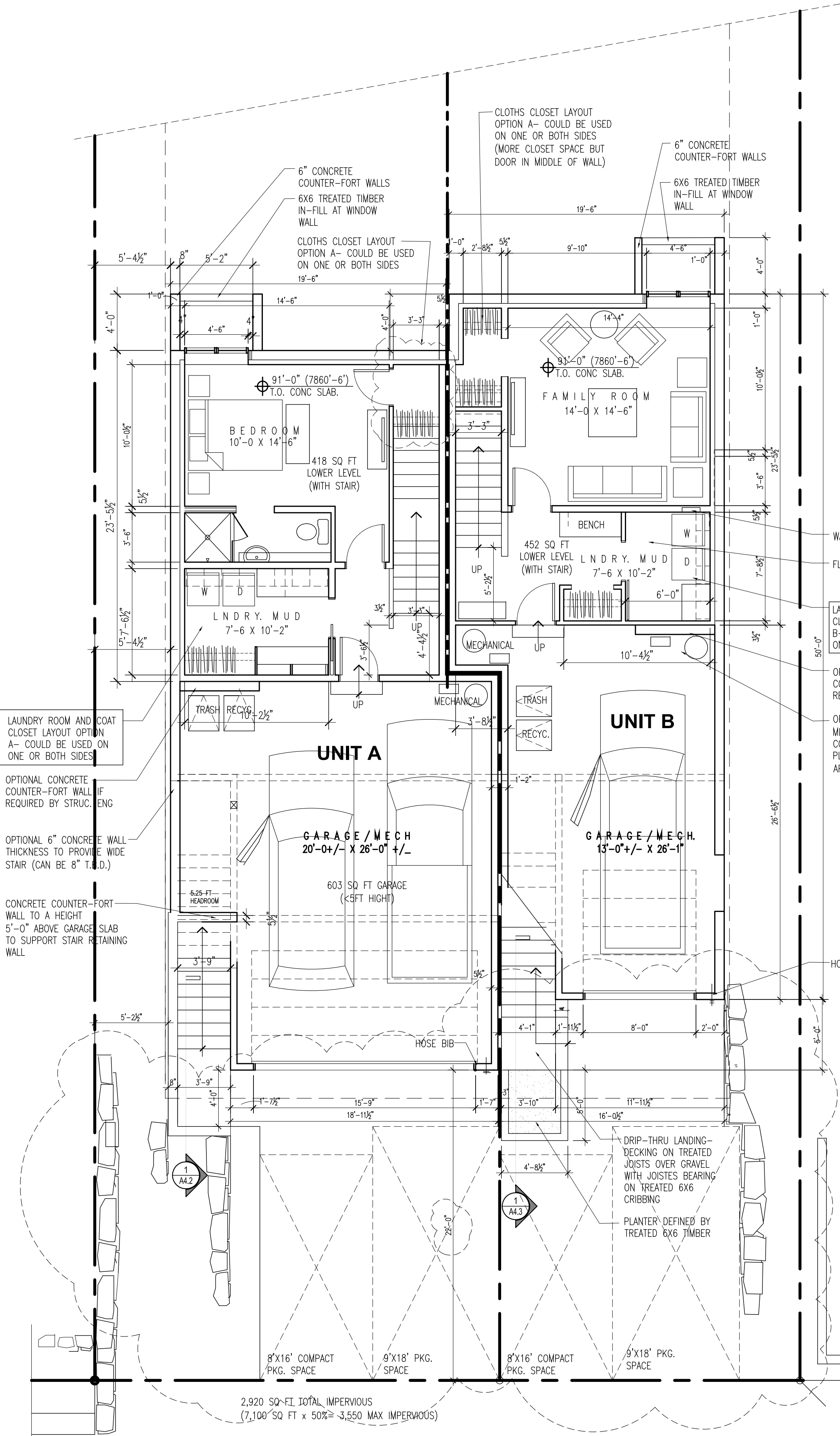
GARAGE UNIT A (>5 FT) 585 SQ FT GARAGE UNIT A (>5 FT) 400 SQ FT



2 MAIN LEVEL FLOOR PLAN
 A1.1 3/16"=1'-0"

NORTH UNIT = 766 SQ FT (MAIN LEVEL, NO STAIR)
 SOUTH UNIT = 624 SQ FT (MAIN LEVEL, NO STAIR)

FIRE AREA FOR UNIT A		FIRE AREA FOR UNIT B	
(ALL AREA INSIDE EXTERIOR WALLS INCLUDING EXTERIOR WALLS)		(ALL AREA INSIDE EXTERIOR WALLS INCLUDING EXTERIOR WALLS)	
LOWER LEVEL (ALL LIVING, STAIR, STOR, MECH & GARAGE)	= 1054 SQ FT	LOWER LEVEL (ALL LIVING, STAIR, STOR, MECH & GARAGE)	= 889 SQ FT
MAIN LEVEL (ALL LIVING, STAIR)	= 810 SQ FT	MAIN LEVEL (ALL LIVING, STAIR & STOR)	= 632 SQ FT
UPPER LEVEL (ALL LIVING, STAIR & STOR)	= 746 SQ FT	UPPER LEVEL (ALL LIVING, STAIR & STOR)	= 754 SQ FT
LOFT LEVEL = (ALL LIVING, STAIR & STOR)	290 SQ FT	LOFT LEVEL = (ALL LIVING, STAIR & STOR)	236 SQ FT
TOTAL	2,900 SQ FT	TOTAL	2,511 SQ FT



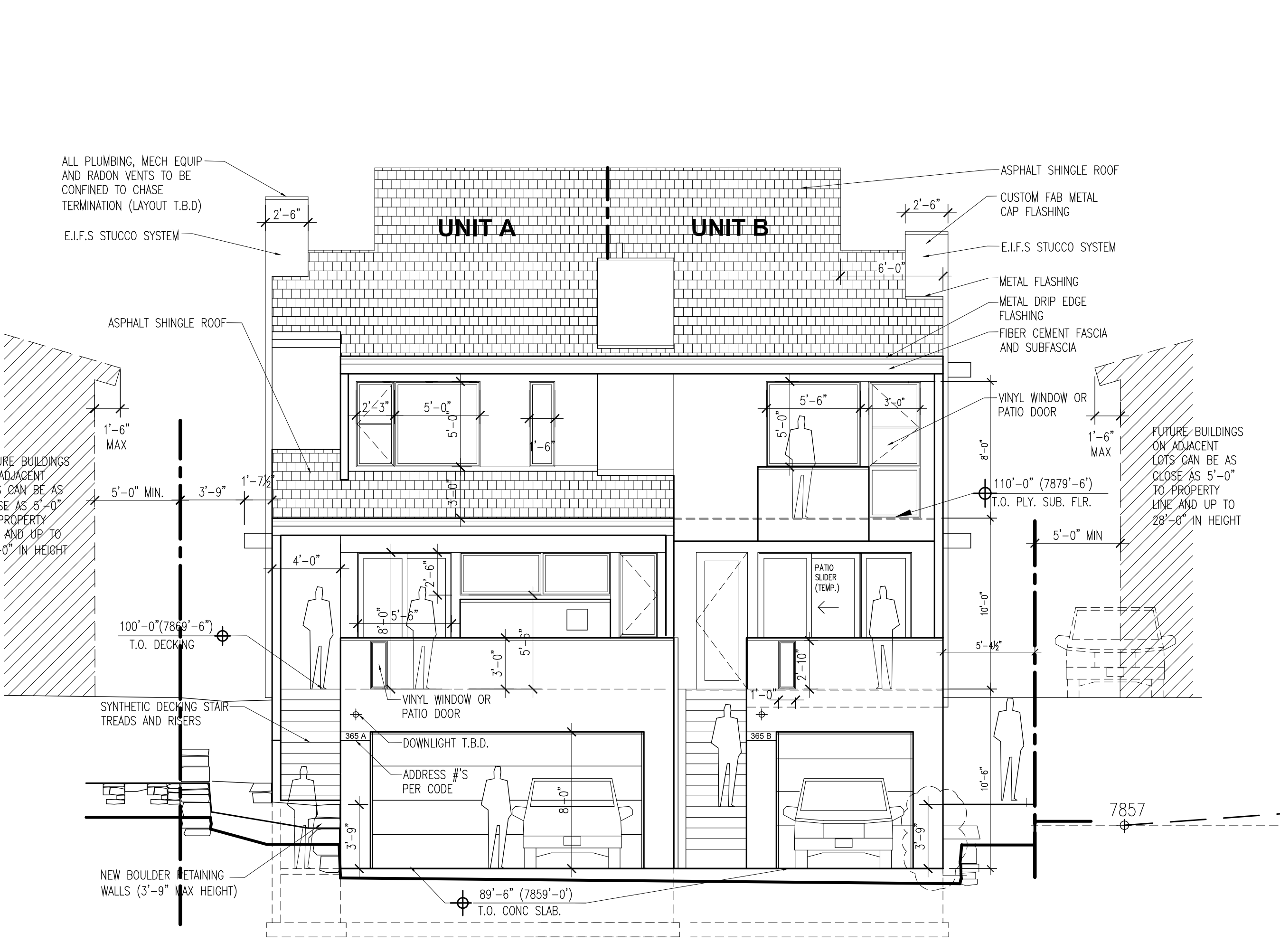
1 LOWER LEVEL FLOOR PLAN
 A1.1 3/16"=1'-0"

NORTH UNIT = 418 SQ FT (LOWER LEVEL W/ STAIR, NO GARAGE)
 SOUTH UNIT = 452 SQ FT (LOWER LEVEL W/ STAIR, NO GARAGE)

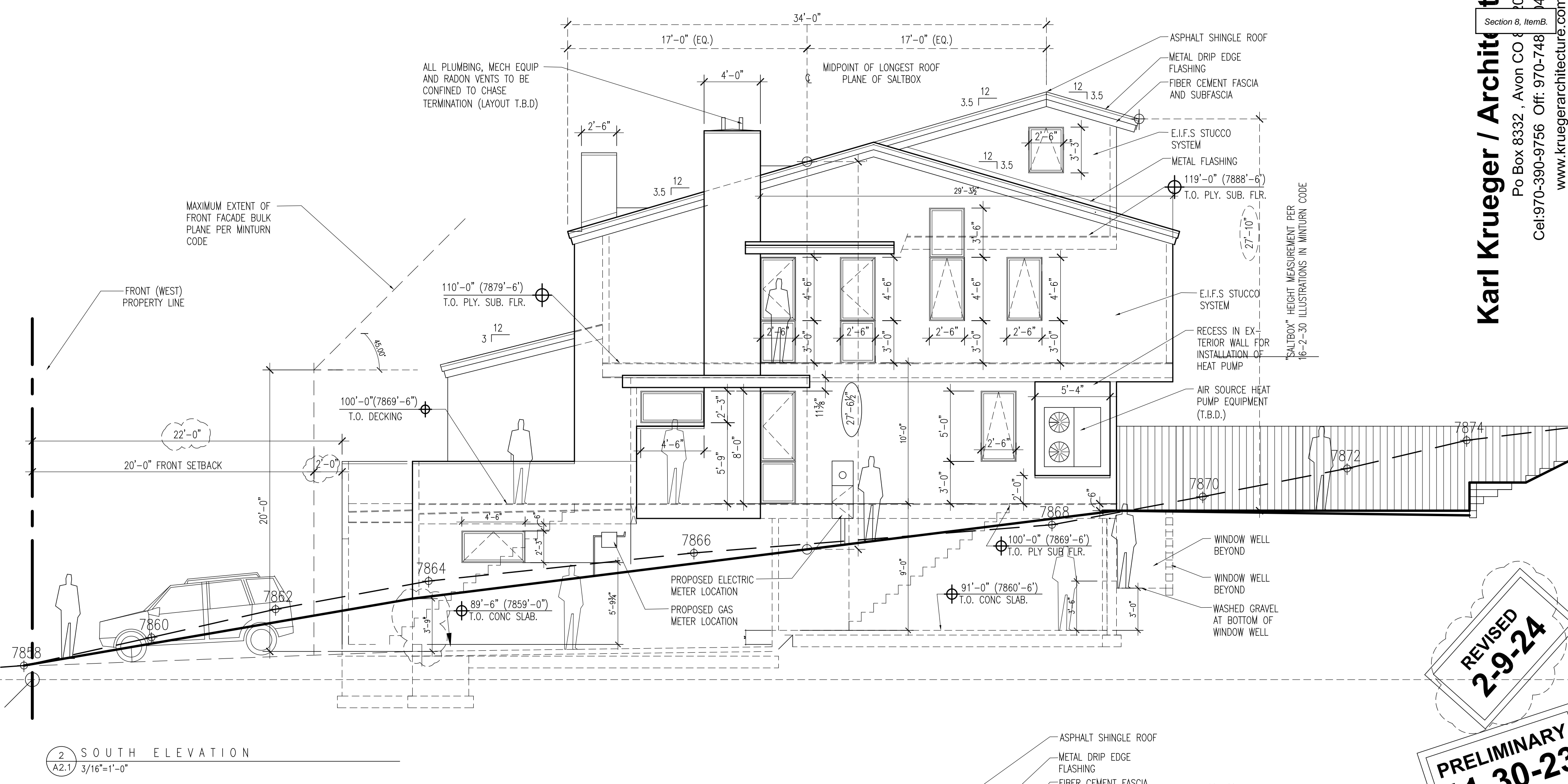
2,920 SQ-FT TOTAL IMPERVIOUS
 (7,100 SQ FT x 50% = 3,550 MAX IMPERVIOUS)

REVISED
 2-9-24
 PRELIMINARY
 11-30-23

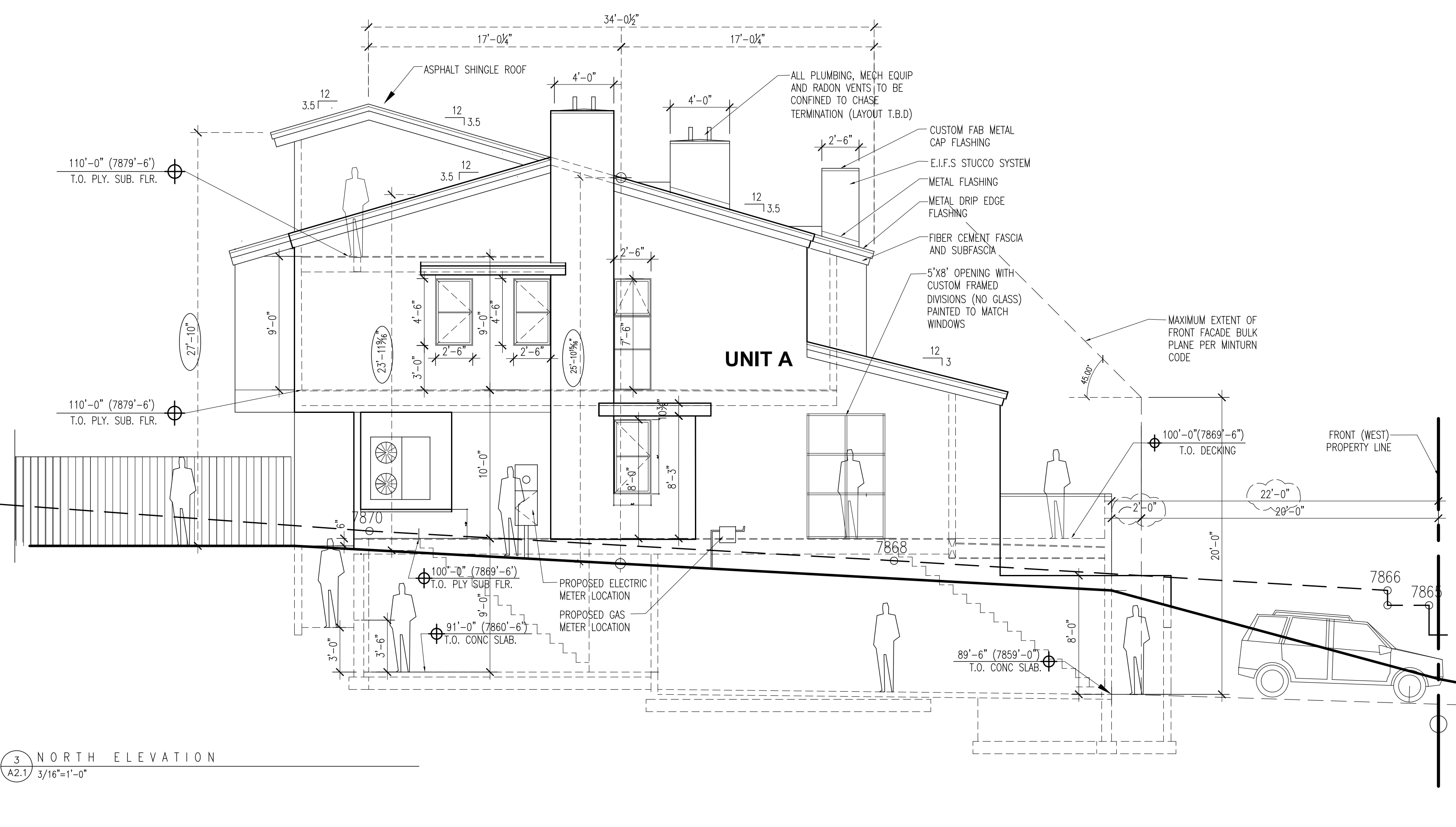
CONDITIONAL USE & DESIGN REVIEW APPLICATION SUBMITTAL
 DUPLEX AT 362 N. TAYLOR AVE
 LOTS 1 & 2, BLOCK C, TAYLORS ADDITION TO THE TOWN OF MINTURN, CO



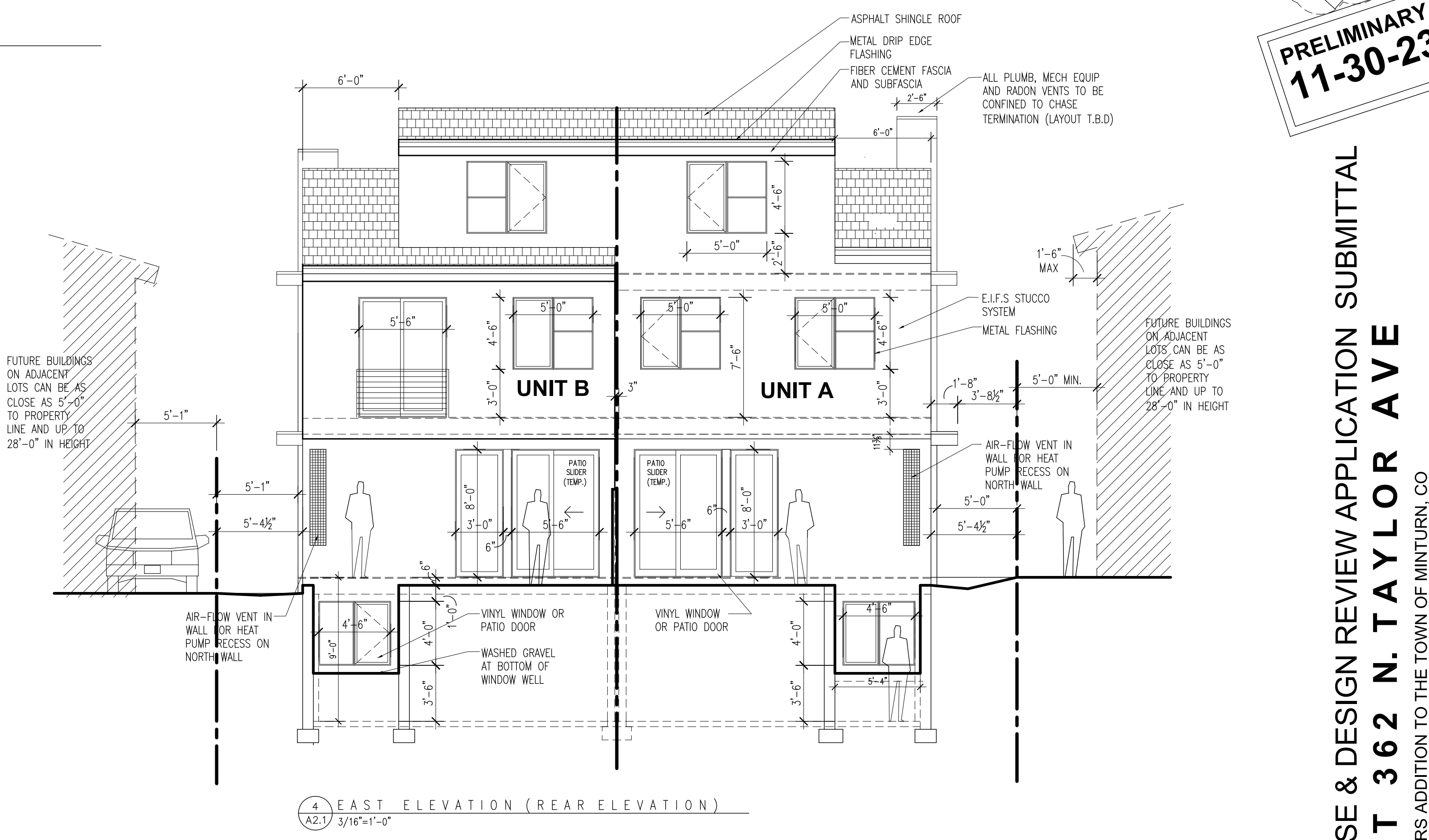
1 WEST ELEVATION (FRONT ELEVATION)
 A2.1 3/16"=1'-0"



2 SOUTH ELEVATION
 A2.1 3/16"=1'-0"



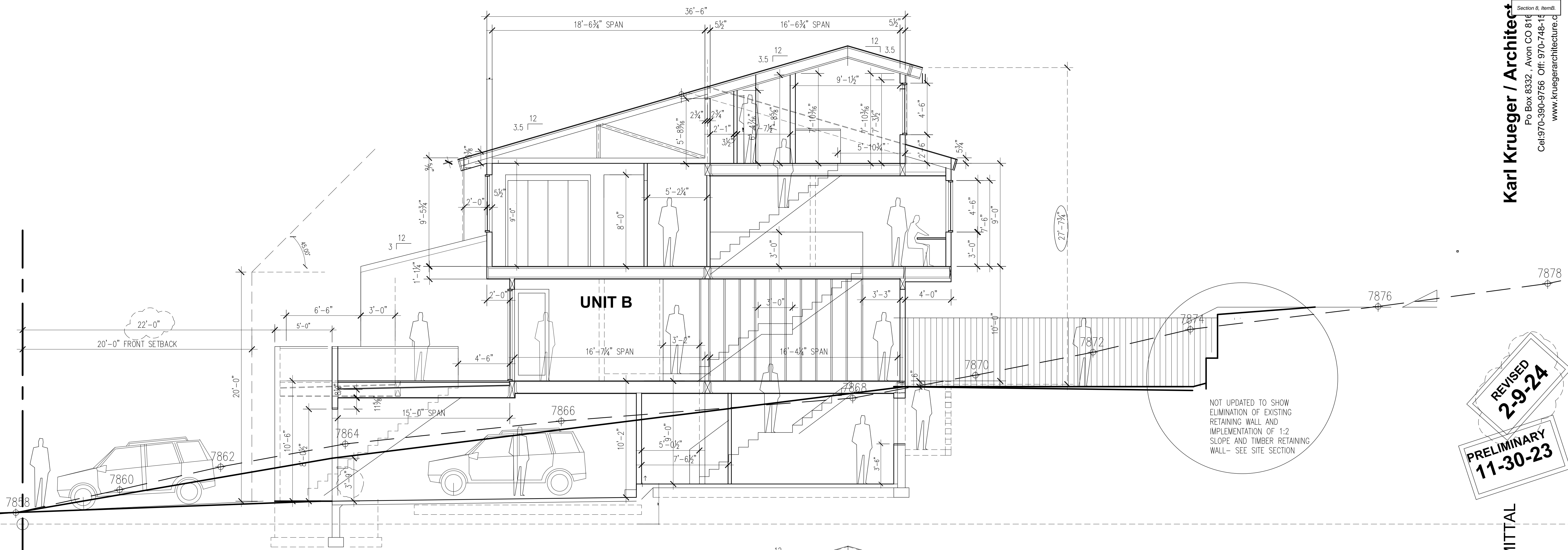
3 NORTH ELEVATION
 A2.1 3/16"=1'-0"



4 EAST ELEVATION (REAR ELEVATION)
 A2.1 3/16"=1'-0"

EXTERIOR MATERIALS OUTLINE SPECIFICATIONS

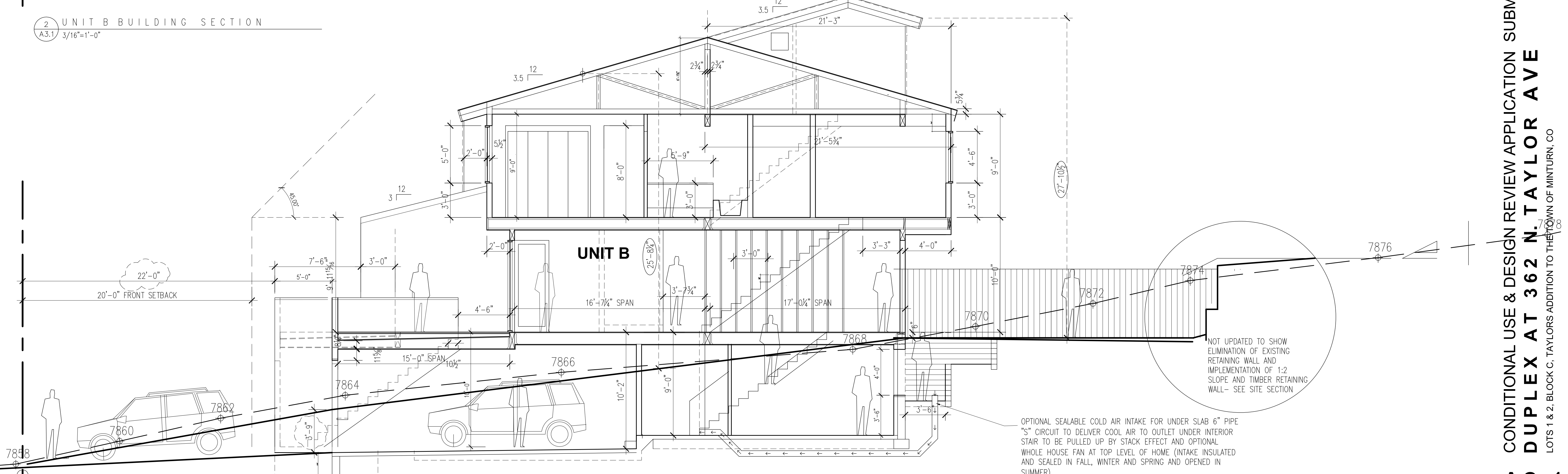
- ROOFING / EDGE TRIM:**
 - 212 & 312 ROOF: ARCHITECTURAL ASPHALT SHINGLES, 3 TAB PROFILE.
 - CLASS "A" ASSEMBLY MINIMUM "HEARTHSTONE" ARCHITECTURAL SERIES" BY ATLAS. UNDERLAYMENT AS REQUIRED BY MFG. AND PER CONTRACTOR. REDE ASSEMBLY BY CONTRACTOR.
- ACCENT ROOFS, DRIP EDGE AND GUTTERS:** CUSTOM FORMED AND SLOPED STEEL ROOFING AT ACCENT ROOFS, CONTINUOUS DRIP EDGE AT EAVES AND RAKES W/ 2" FACE AND GUTTERS AND DOWNSPOUTS (2) COLORS-SEE APPROVED COLOR CHART.
- LOW SLOPED ROOF @ WATERPROOF DECK:** CLASS B ASSEMBLY SINGLE MEMBRANE PLY OR T.P.O. (MED GREY) COLOR ROOFING OVER SLIP SHEET PER MFG. OVER PLYWOOD DECKING OVER TAPERED JOIST CONSTRUCTION, DRAIN TO ROOF DRAIN AND EMERGENCY SUFFER PER DETAILS.
- FASCIA / SUB-FASCIA / SOFFIT:**
 - TYPICAL FASCIA: 2X8 S3S CEDAR FASCIA OVER 2X8 S3S CEDAR SUB-FASCIA TRIM BOARDS (SMOOTH SIDE OUT), SOLID STAIN OR PAINT (SEE DRC APPROVED COLOR BOARD)
 - TYPICAL NON-STRUCTURAL SOFFIT: 3/8" SMOOTH FINISH FIBER REINFORCED CEMENT SOFFIT PANELS, SOLID TONE PAINT OR STAIN (SEE DRC COLOR BOARD)
- STUCCO FINISH EXTERIOR WALLS**
 - EXTERIOR STUCCO FINISH EXTERIOR INSULATION FINISH SYSTEM: "STO" BRAND OR EQUAL. SYNTHETIC STUCCO WITH INTEGRAL COLOR COAT ON SCRATCH COAT ON REINFORCED FIBER. ON 1" XPS FIRM APPLIED WITH RABBED VERTICAL ADHESIVE BEADS OVER CONTINUOUS FLUID APPLIED WATER & AIR BARRIER APPLIED TO EXTERIOR SHEATHING.
 - "STOUT FINISH": TWO TONE COLOR SELECTION (SEE APPROVED COLOR BOARD FOR TEXTURES AND COLORS), "STO" TRIMS: CORNER BEAD, JMETAL AT ALL SIDES OF OPENINGS WITH CALK JOINT GAP AS REQUIRED FOR CALK AT WINDOWS AND DOORS. STUCCO SCORED ABOVE GRADE PER CODE (FACTORY PAINTED METAL FLASHING PER APPROVED COLOR BOARD TO COVER CONC FOUND.)
- CONCRETE PATIO / CONC. WALKS**
 - CONCRETE PATIO / WALKS: REINFORCED CONCRETE SLAB, BROOM FINISH IN VARIED HATCH PATTERN (SEE ARCHITECT), SAW CUT JOINTS AT 4'-0" O.C. TYP. UNLESS OTHERWISE NOTED.
- PATIO DECKING**
 - SYNTHETIC DECKING: "CLAM SHELL" (GREY) BY TREX, 1" X 5.5" BOARDS, SCREWED TO REDWOOD SLEEPERS AT 12" O.C. PER MFG. 3/16" GAP BETWEEN BOARDS, NATURAL UNFINISHED CONDITION OR MFG. RECOMMENDED CLEAR SEALER OR PROTECTION.
- WINDOWS, PATIO DOORS & ENTRY DOORS:**
 - WINDOWS, PATIO DOORS: 1/2" MIN VINYL AND ALUM CLAD WINDOWS AND PATIO DOORS. "WHITE" MFG T.B.D. (SEE APPROVED COLOR BOARD) W/ CASEMENT, AWNING, SLIDER AND FIXED WINDOWS WHERE INDICATED, R.O., ACTION AND TEMPERED PER DRAWINGS. NARROW STYLE SLIDING DOORS: ALL SCREENS ON INSIDE, WHITE HARDWARE ON INTERIOR (VERIFY INTERIOR SPECS AT TIME OF ORDERING)
 - ENTRY DOORS: THERMA TRU MFG. ENTRY DOORS, STEEL PANEL WITH FULL LIGHTS AS SHOWN, "WHITE" (SEE APPROVED COLOR BOARD) MFG T.B.D. (NO MFG. BRICK MOLD TO BE USED-SEE DETAILS)
- GARAGE DOORS**
 - OVERHEAD DOORS: FLUSH PRE-PAINTED STEEL (COLOR PER APPROVED COLOR BOARD)



2 UNIT B BUILDING SECTION
 A3.1 3/16"=1'-0"

NOT UPDATED TO SHOW ELIMINATION OF EXISTING RETAINING WALL AND IMPLEMENTATION OF 1:2 SLOPE AND TIMBER RETAINING WALL - SEE SITE SECTION

REVISED
 2-9-24
 PRELIMINARY
 11-30-23



2 UNIT B BUILDING SECTION
 A3.1 3/16"=1'-0"

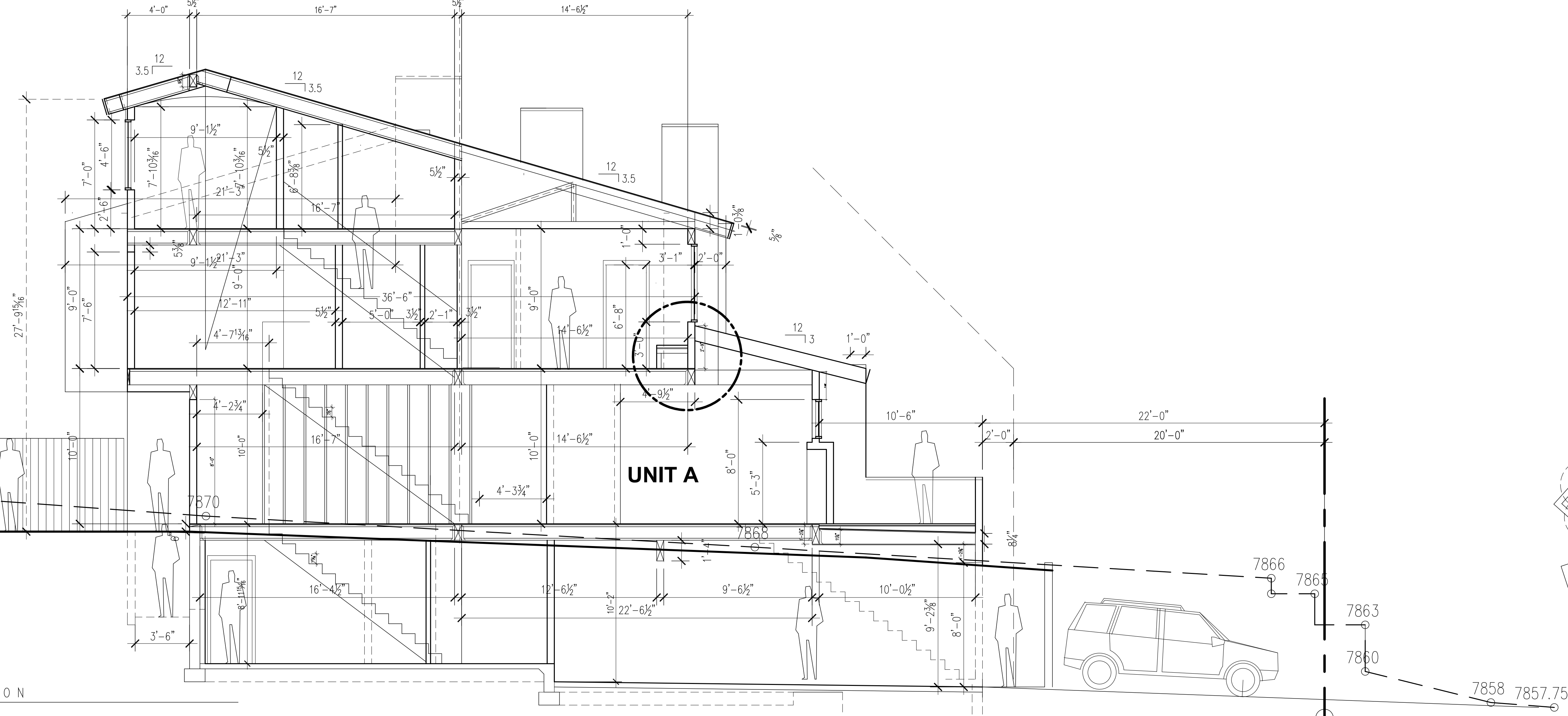
OPTIONAL SEALABLE COLD AIR INTAKE FOR UNDER SLAB 6" PIPE "S" CIRCUIT TO DELIVER COOL AIR TO OUTLET UNDER INTERIOR STAIR TO BE PULLED UP BY STACK EFFECT AND OPTIONAL WHOLE HOUSE FAN AT TOP LEVEL OF HOME (INTAKE INSULATED AND SEALED IN FALL, WINTER AND SPRING AND OPENED IN SUMMER)

NOT UPDATED TO SHOW ELIMINATION OF EXISTING RETAINING WALL AND IMPLEMENTATION OF 1:2 SLOPE AND TIMBER RETAINING WALL - SEE SITE SECTION

CONDITIONAL USE & DESIGN REVIEW APPLICATION SUBMITTAL
 DUPLEX AT 362 N. TAYLOR AVE
 LOTS 1 & 2, BLOCK C, TAYLORS ADDITION TO THE TOWN OF MINTURN, CO

REVISED
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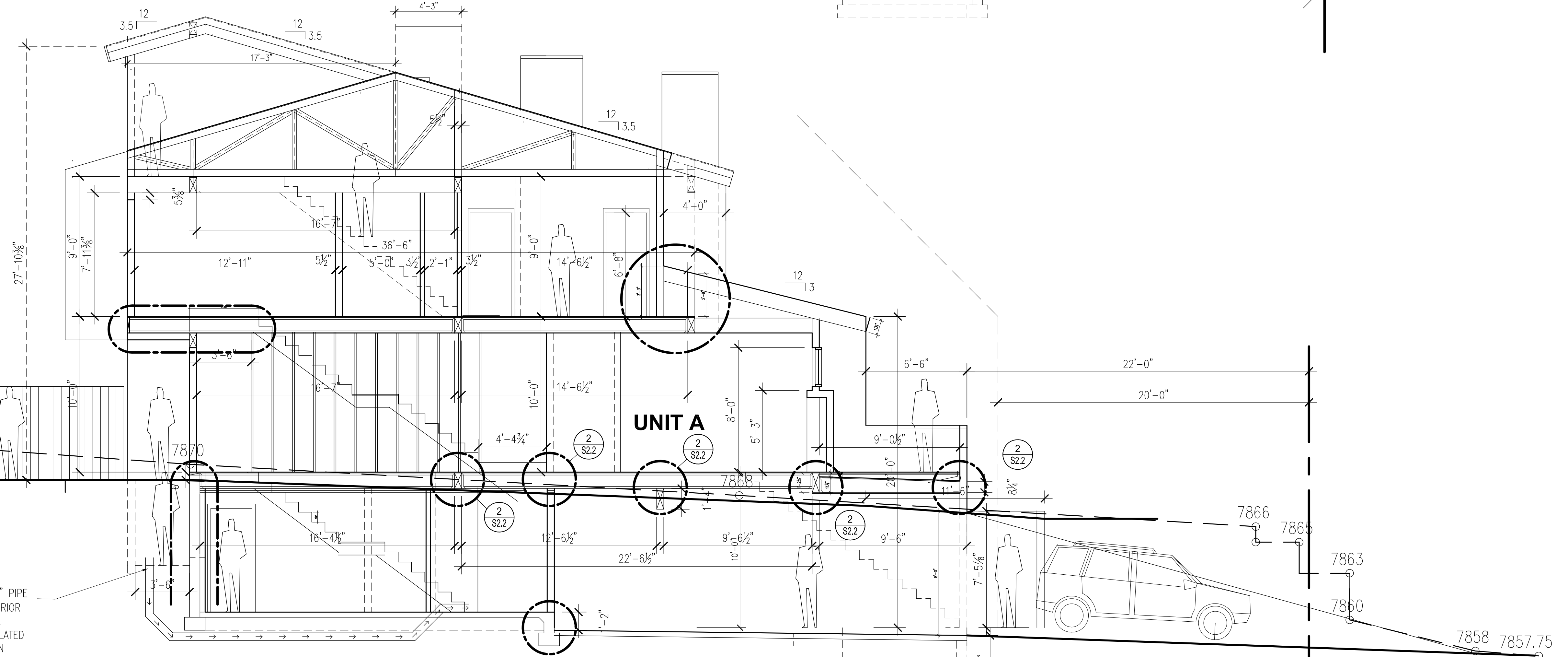
7876.5
 7872
 NOT UPDATED TO SHOW
 ELIMINATION OF EXISTING
 RETAINING WALL AND
 IMPLEMENTATION OF 1:2
 SLOPE AND TIMBER RETAINING
 WALL- SEE SITE SECTION



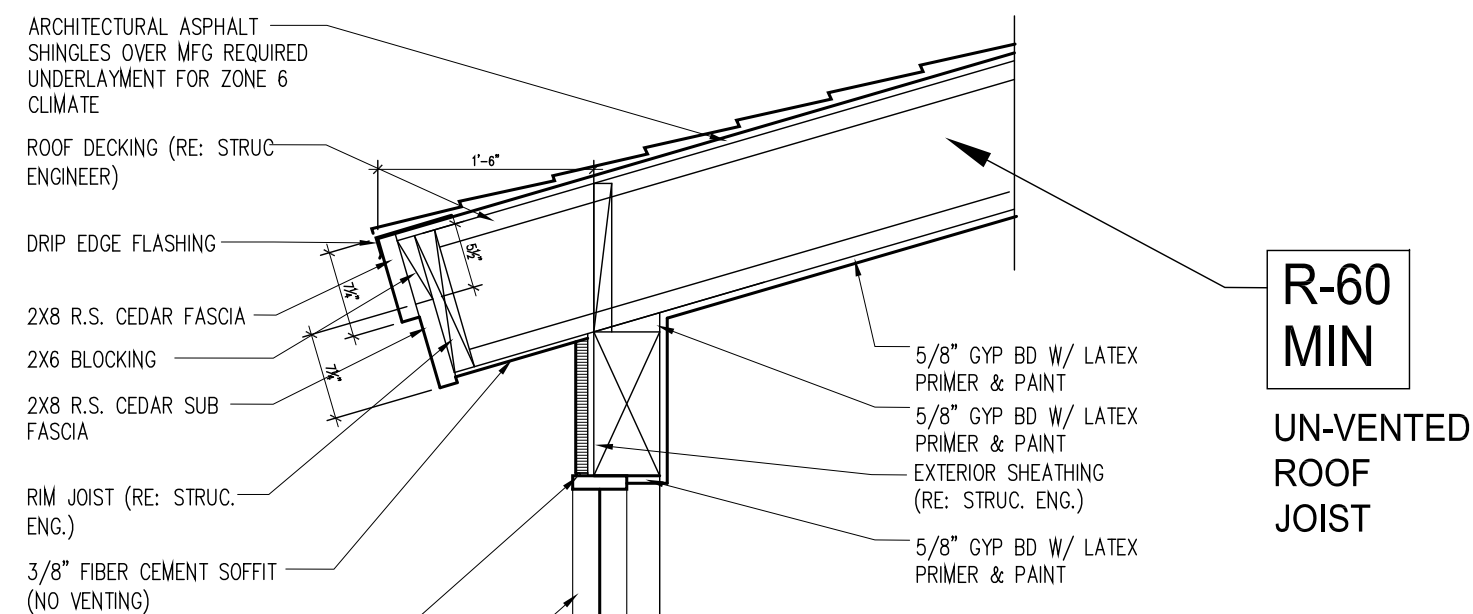
1 NORTH ELEVATION
 A3.2 3/16"=1'-0"

7876.5
 7872
 NOT UPDATED TO SHOW
 ELIMINATION OF EXISTING
 RETAINING WALL AND
 IMPLEMENTATION OF 1:2
 SLOPE AND TIMBER RETAINING
 WALL- SEE SITE SECTION

OPTIONAL SEALABLE COLD AIR INTAKE FOR UNDER SLAB 6" PIPE
 "S" CIRCUIT TO DELIVER COOL AIR TO OUTLET UNDER INTERIOR
 STAIR TO BE PULLED UP BY STACK EFFECT AND OPTIONAL
 WHOLE HOUSE FAN AT TOP LEVEL OF HOME (INTAKE INSULATED
 AND SEALED IN FALL, WINTER AND SPRING AND OPENED IN
 SUMMER)

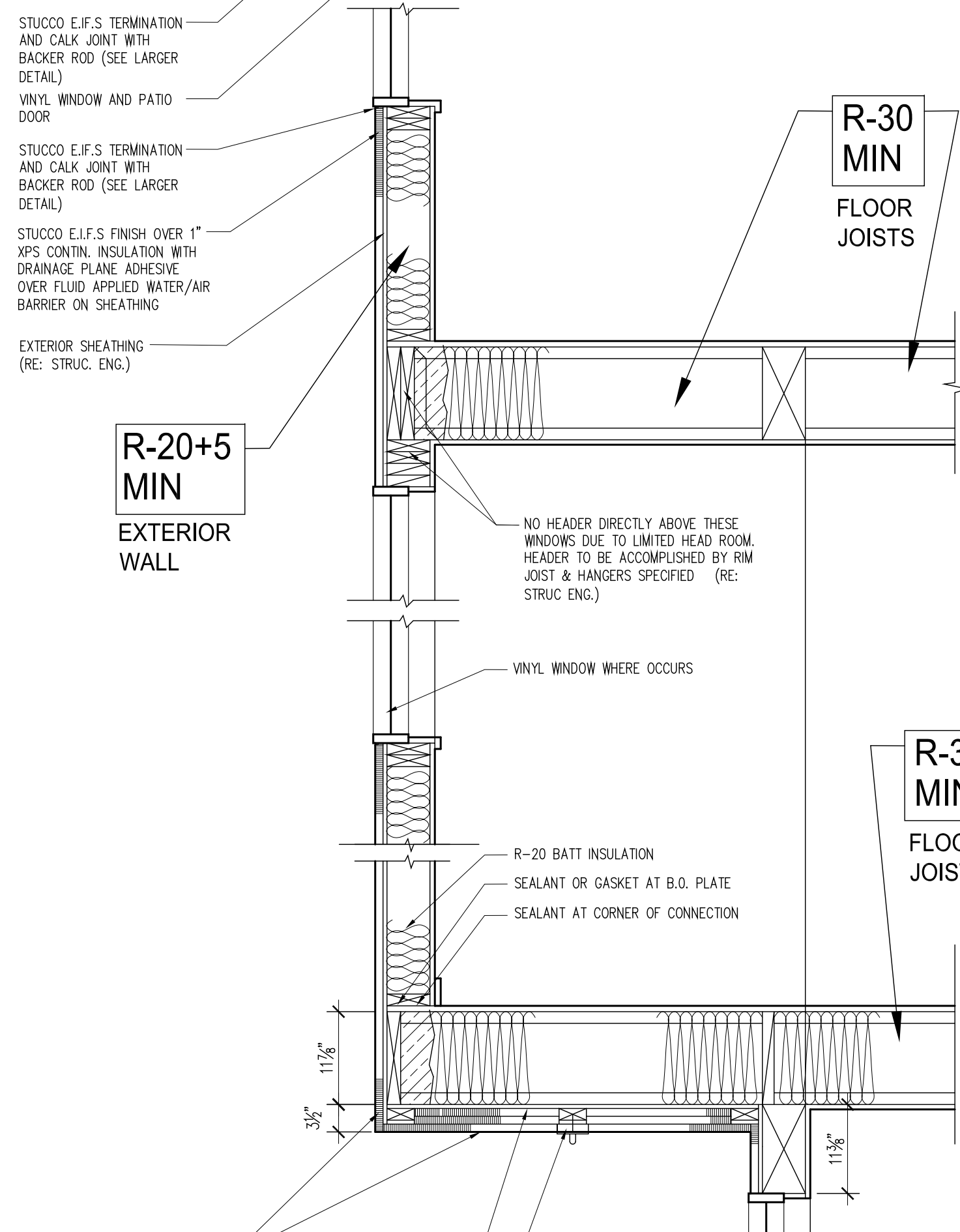


2 NORTH ELEVATION
 A3.2 3/16"=1'-0"



R-60 MIN
UN-VENTED
ROOF
JOIST

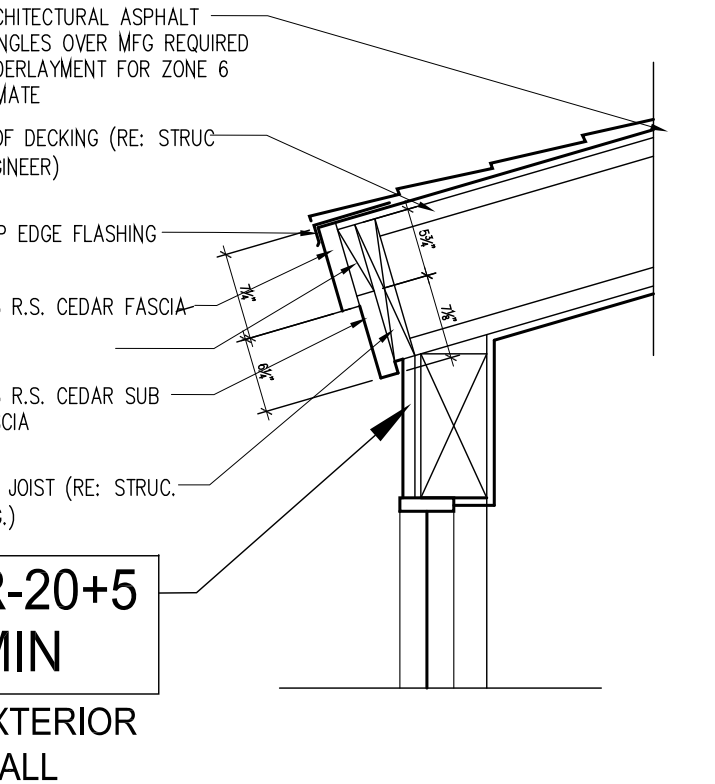
R-20+5 MIN
EXTERIOR
WALL



R-30 MIN
FLOOR
JOISTS

R-30 MIN
FLOOR
JOISTS

R-30 MIN
FLOOR
JOISTS

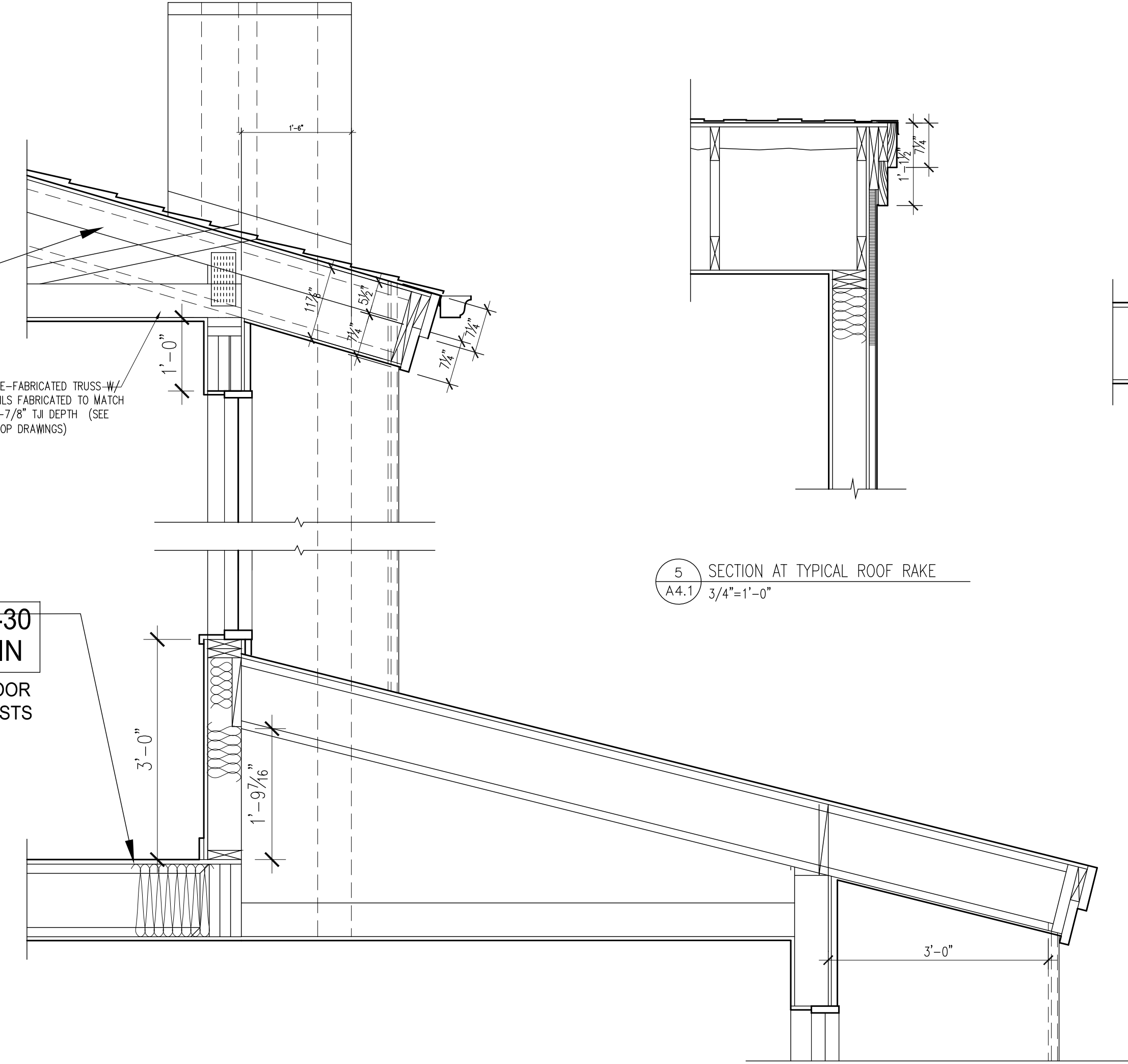


R-20+5 MIN
EXTERIOR
WALL

R-10 MIN
FLOOR
SLAB

1 SECTION TYPICAL ROOF EAVE (A & B)
A4.1 3/4"=1'-0"

2 SECTION AT EAST ELEVATION (A & B)
A4.1 3/4"=1'-0"

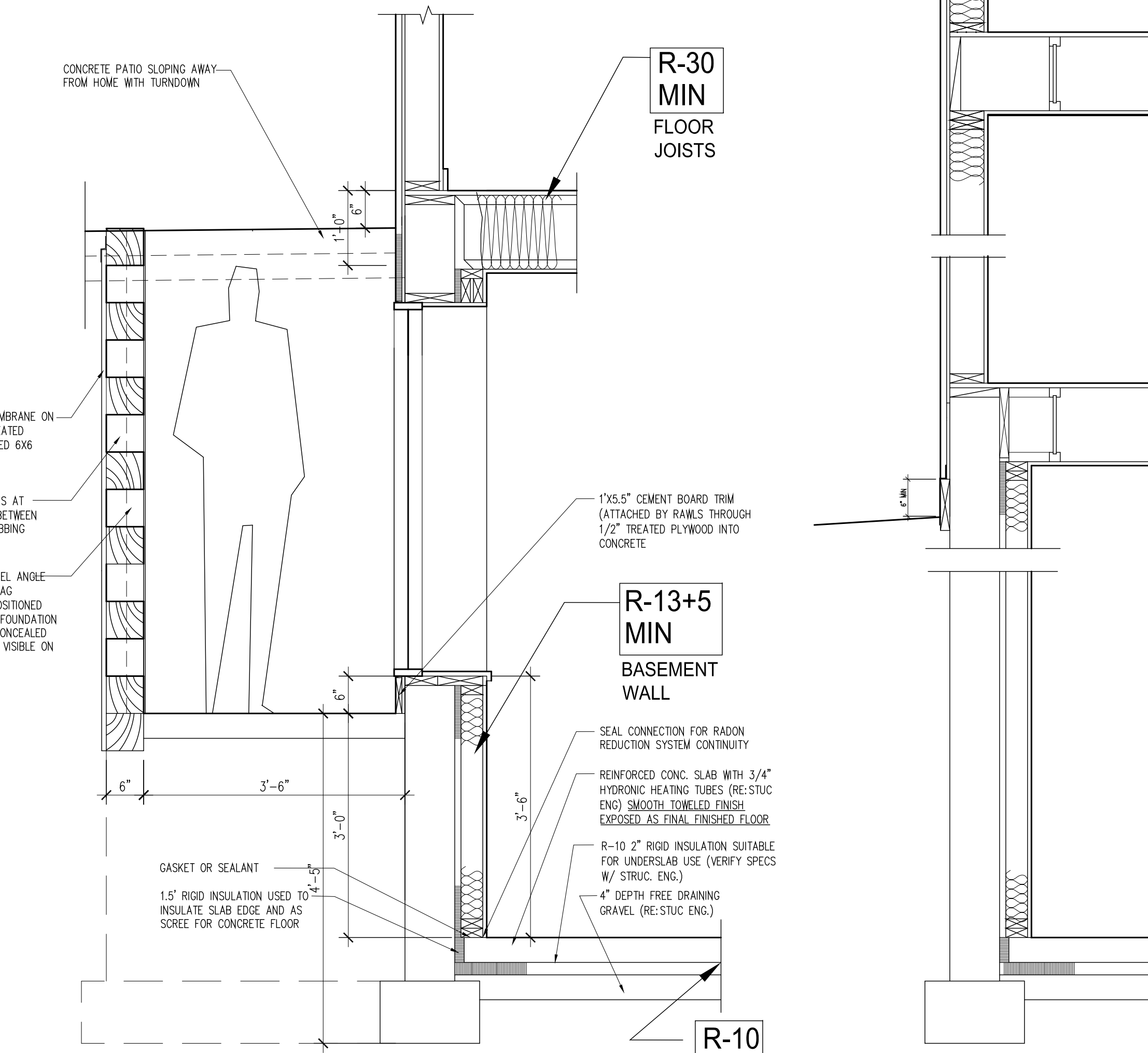


R-60 MIN
ROOF
TRUSS

R-30 MIN
FLOOR
JOISTS

5 SECTION AT TYPICAL ROOF RAKE
A4.1 3/4"=1'-0"

3 SECTION AT MASTER BEDROOM OVER LIVING (A & B)
A4.1 3/4"=1'-0"

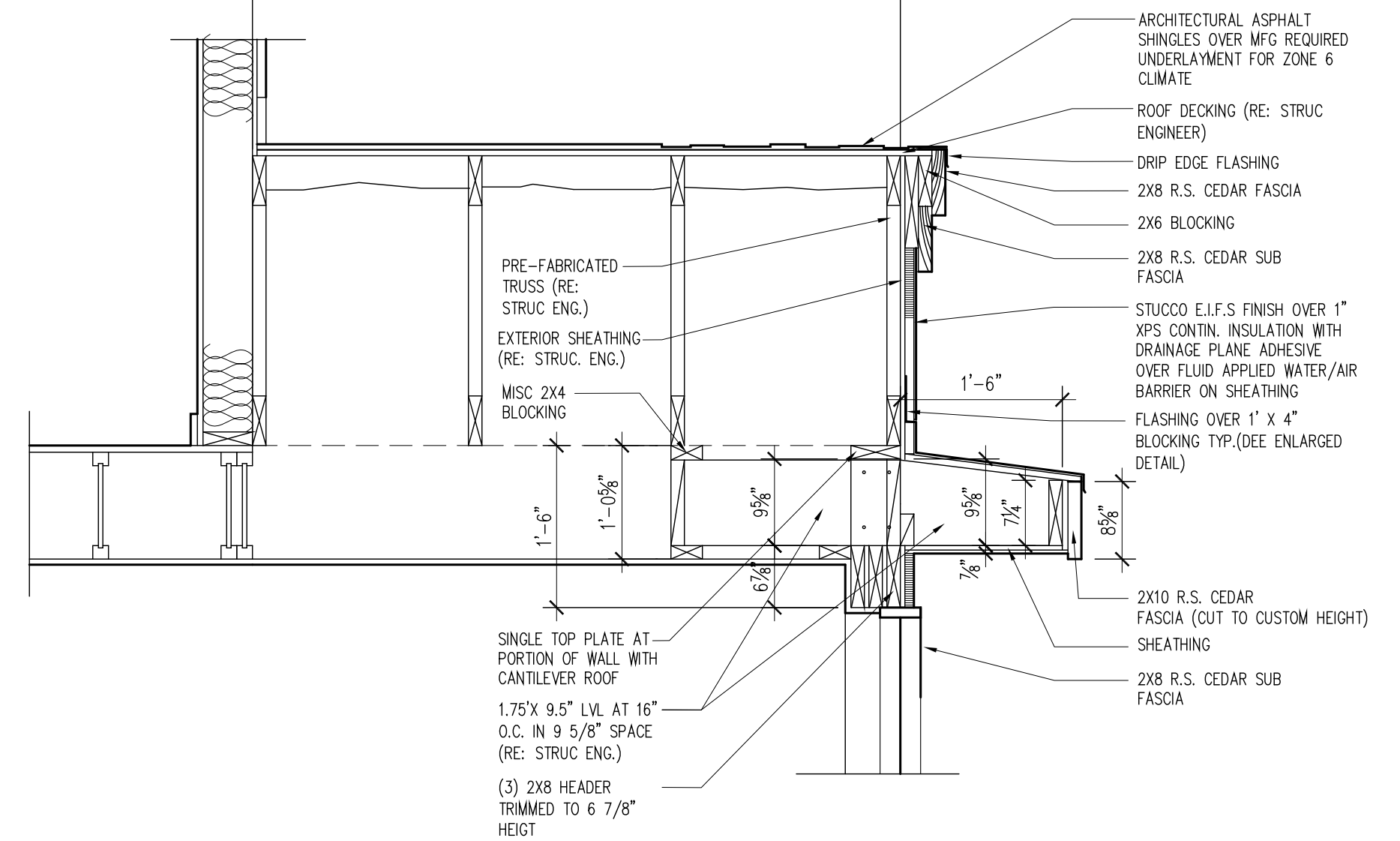


R-30 MIN
FLOOR
JOISTS

R-13+5 MIN
BASEMENT
WALL

R-10 MIN
FLOOR
SLAB

4 SECTION AT WINDOW WELL (A & B)
A4.1 3/4"=1'-0"



R-60 MIN
UN-VENTED
ROOF
JOIST

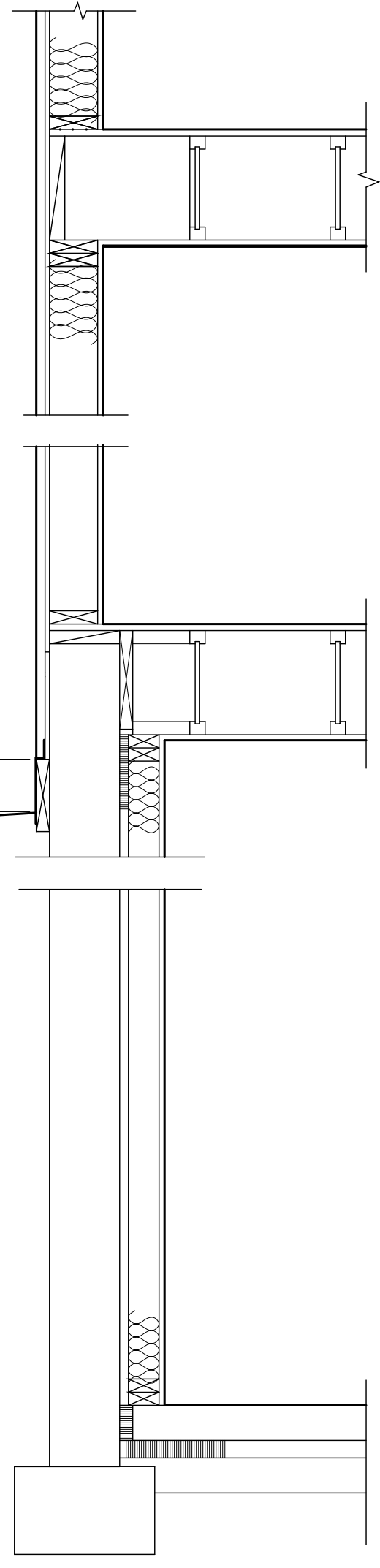
R-20+5 MIN
EXTERIOR
WALL

R-30 MIN
FLOOR
JOISTS

R-30 MIN
FLOOR
JOISTS

5 SECTION AT ROOF RAKE AND CANTILEVERED AWNING
A4.1 3/4"=1'-0"

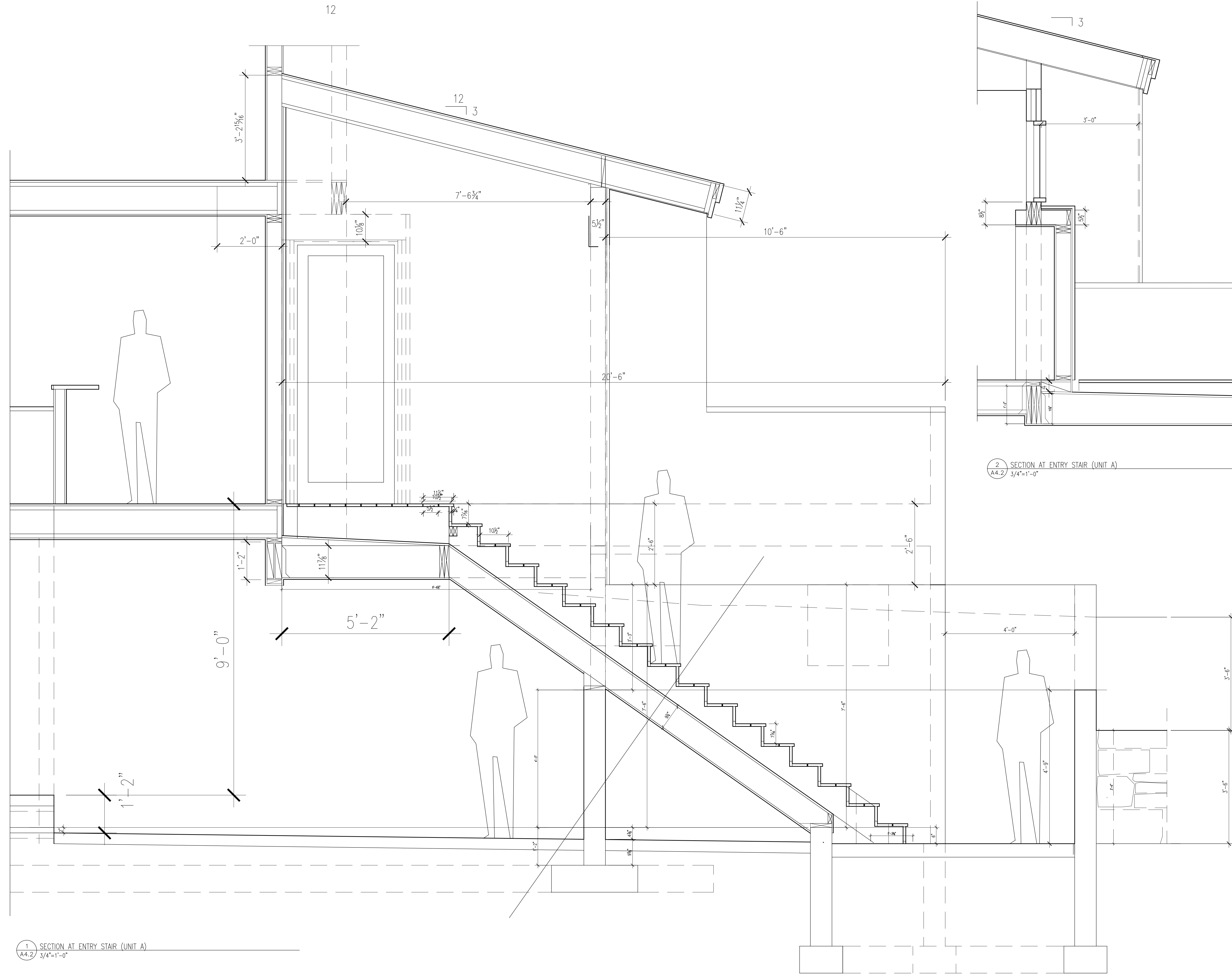
5 SECTION AT CANTILEVERED AWNING AT FLOOR LEVEL
A4.1 3/4"=1'-0"



R-10 MIN
FLOOR
SLAB

1 SECTION AT GARAGE WALL
A4.2 3/4"=1'-0"

REVISED
2-9-24
PRELIMINARY
11-30-23

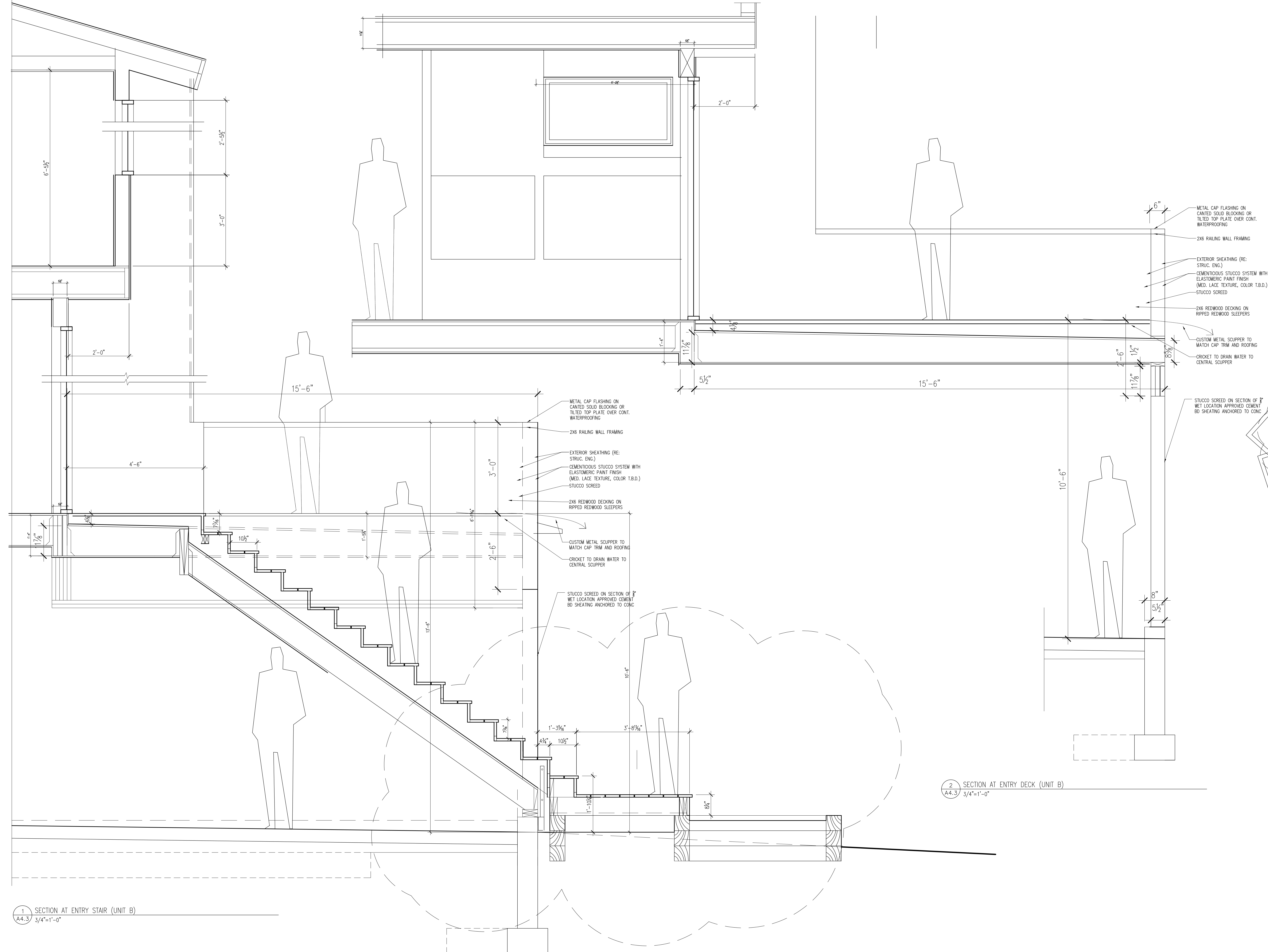


1 SECTION AT ENTRY STAIR (UNIT A)
A4.2 3/4"=1'-0"

2 SECTION AT ENTRY STAIR (UNIT A)
A4.2 3/4"=1'-0"

REVISED
2-9-24
PRELIMINARY
11-30-23

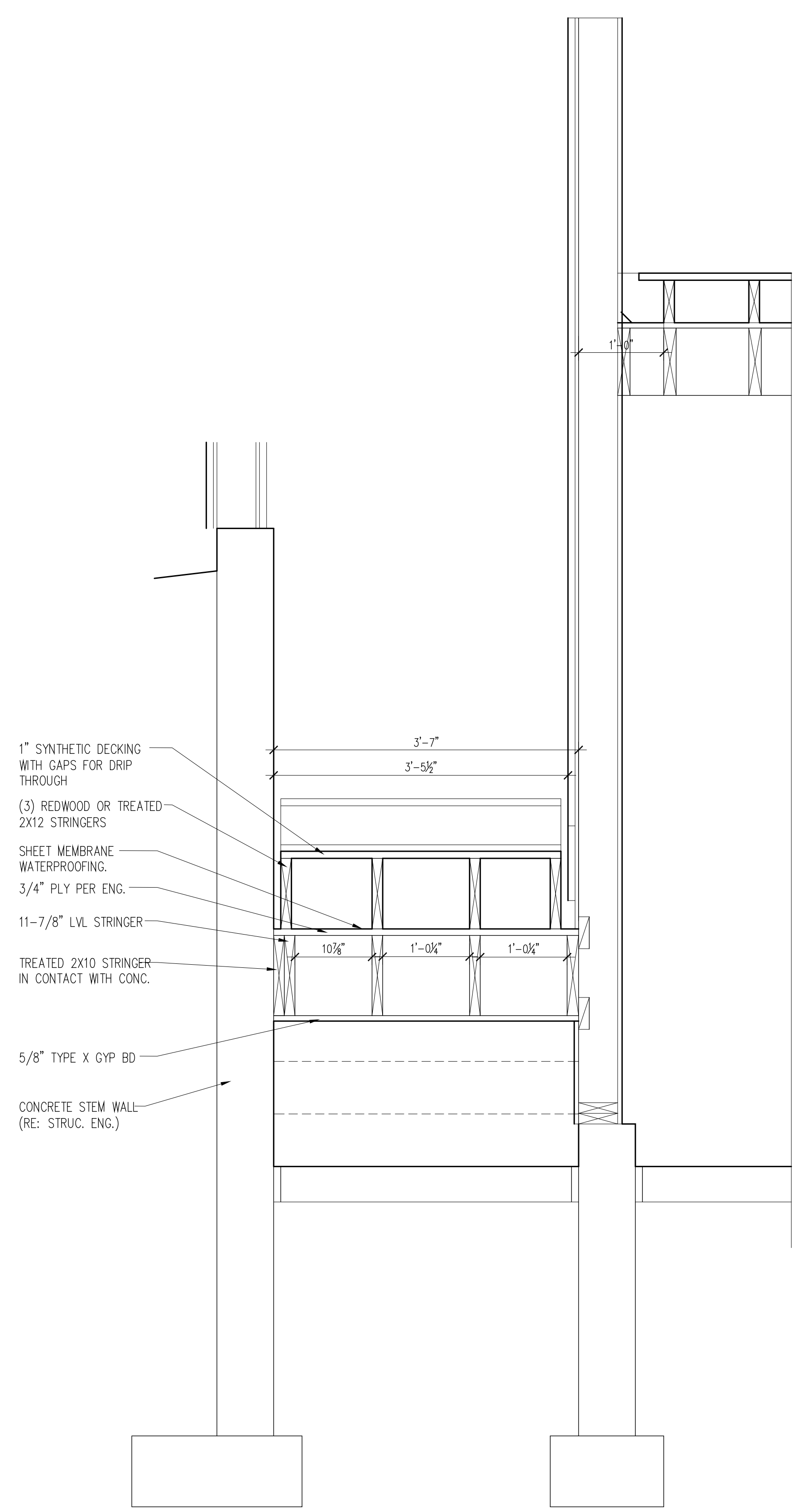
CONDITIONAL USE AND DRC APPLICATION SUBMITTAL
DUPLEX AT 362 N. TAYLOR AVE
 LOTS 1 & 2, BLOCK C, TAYLORS ADDITION TO THE TOWN OF MINTURN, CO



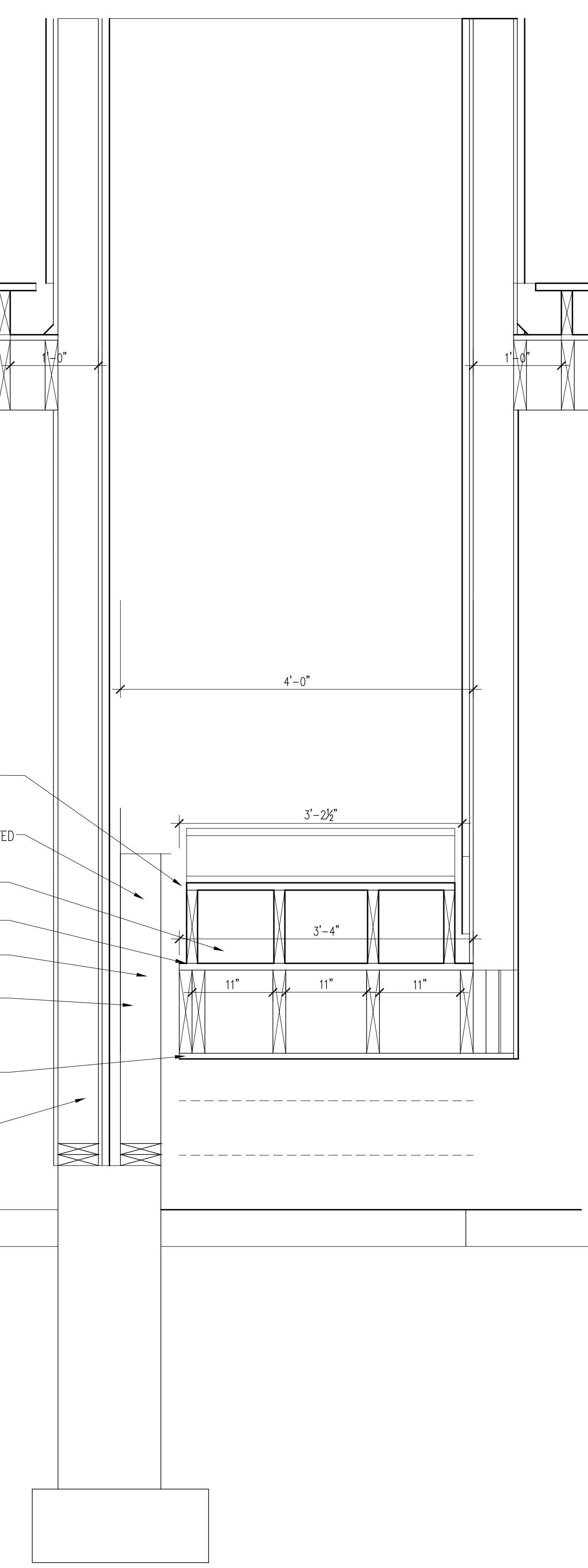
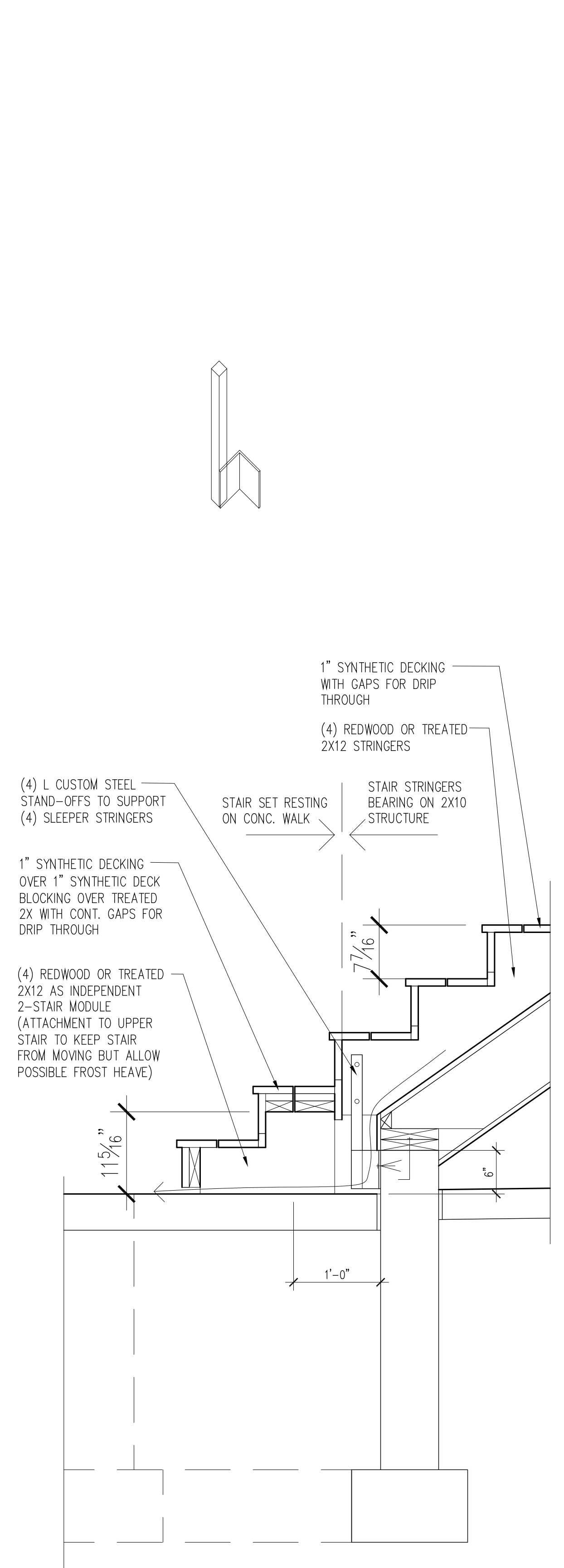
REVISED
2-9-24
PRELIMINARY
11-30-23

CONDITIONAL USE AND DRC APPLICATION SUBMITTAL
DUPLEX AT 362 N. TAYLOR AVE
LOTS 1 & 2, BLOCK C, TAYLORS ADDITION TO THE TOWN OF MINTURN, CO

REVISED
2-9-24



7 ENTRY STAIR BASE-NORTH UNIT
 S2.3 1"=1'-0"



7 ENTRY STAIR BASE-NORTH UNIT
 S2.3 1"=1'-0"

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

To: Minturn Planning Commission
From: Scot Hunn, Planning Director
Date: February 14, 2024
Re: Minturn Forward – Work Plan Update

In the months of February and March, the Minturn Forward Code Update Project continues, with drafting of new code sections and performing community outreach and engagement with regard to zone districts.

A code assessment was completed in fall 2023, and the Planning Commission spent January educating itself and providing direction with regard to different code types/formats – including Form Based, Hybrid, and traditional codes – that can be used by the Town as we contemplate how best to organize and draft the Town’s land use regulations (Chapters 16 and 17 of the Minturn Municipal Code).

Having received direction from the Commission – to pursue a hybrid *leaning* traditional code format (with better graphics, illustrations, and intent statements) - staff is now focused on starting the code drafting process while also facilitating community outreach and engagement specifically to provide opportunities for the public to weigh-in on existing and future zoning (permitted uses), neighborhood character, and development standards.

As outlined in the attached memos from Matt Farrar, Western Slope Consulting, staff have created a short survey that will go live on Friday, February 16th and will be open – for online and paper copy responses – until Friday, March 22nd. Additionally, staff will be facilitating a series of three open houses, starting March 11th, and ending March 21st. The attached memo by Western Slope Consulting outlines the purpose and format of the open houses.

Importantly, staff will be moving forward with performing a more detailed review and drafting revisions for other sections of the code, most likely starting with Article 15 – *Planned Unit Development*; Article 19 – *Sign Regulations*, and Article 21 – *Administration*.

Last, during March and April, as staff facilitates community discussions around zoning and development standards for different areas or districts in town, staff will facilitate discussions with the Commission during regular meetings where we will share previous work completed on Chapter 16 (work that the Planning Commission completed in 2020/21). Staff has purposefully waited until we focus on zone districts to share previous work completed (which focused on permitted uses, definitions, and dimensional standards for each existing zone district in town). We also did

this to ensure that our discussions to date have been focused on the code assessment process and then on discussing code options (form based, hybrid, or traditional).

We look forward to our discussion on February 14th and encourage the Commission to reach out to staff with any questions prior to the meeting.



Minturn Forward Survey

The Town of Minturn is in the process of updating its land use regulations. As part of this effort the town is asking for input from the community to help guide the changes to be made. We appreciate you taking time to complete this survey.

- The survey has seven (7) questions that take about 10-15 minutes to complete.
- This survey will be open starting Friday, February 16, 2024, and will close at 12:00 noon, Friday, March 22, 2024.

All responses are anonymous.

If you prefer to fill out a paper version of the survey, you may do so by visiting:

Minturn Town Hall, 301 Boulder Street, Minturn, CO 81645

If you fill out a paper version of the survey, please return it to Minturn Town Hall by noon on March 22, 2024.

Please only fill out and submit **one (1)** printed or online version of the survey.

A series of open houses will be hosted by the town to provide additional opportunities for community members to ask questions and offer input on the update to Minturn’s land use regulations. To learn more about these open houses, please visit:

<https://www.minturn.org/planning-zoning/pages/minturn-forward-land-use-and-subdivision-regulation-update-project>

DEFINITIONS	
Land Use	The type(s) of activity (ex. residential, commercial, industrial, civic, park, open space, etc.) that a piece of property is used for.
Zoning	The legal tool that the town uses to determine where (zones) different types of land uses and development can occur as well as the size and placement of structures on a property.



4. What types of land uses do you think are appropriate in this area?

(Select all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Single-Family Homes | <input type="checkbox"/> Duplexes | <input type="checkbox"/> Triplexes/Fourplexes |
| <input type="checkbox"/> Apartments | <input type="checkbox"/> Accessory Dwelling Units | <input type="checkbox"/> Retail Businesses |
| <input type="checkbox"/> Food/Beverage Establishments | <input type="checkbox"/> Offices | <input type="checkbox"/> Lodging |
| <input type="checkbox"/> Manufacturing/Fabrication
(ex. Brewery, Welding Shop, etc.) | <input type="checkbox"/> Financial Institutions | <input type="checkbox"/> Warehouse/Storage Facilities |
| <input type="checkbox"/> Personal Services Businesses
(ex. Salon, Dry Cleaners, etc.) | <input type="checkbox"/> Vehicle/Equipment
Service Businesses | <input type="checkbox"/> Art Businesses
(ex. Art Gallery, Dance Studio, etc.) |
| <input type="checkbox"/> Educational Facilities/Schools | <input type="checkbox"/> Entertainment Businesses
(ex. Movie Theater) | <input type="checkbox"/> Health/Wellness Businesses
(ex. Gym, Yoga Studio, etc.) |

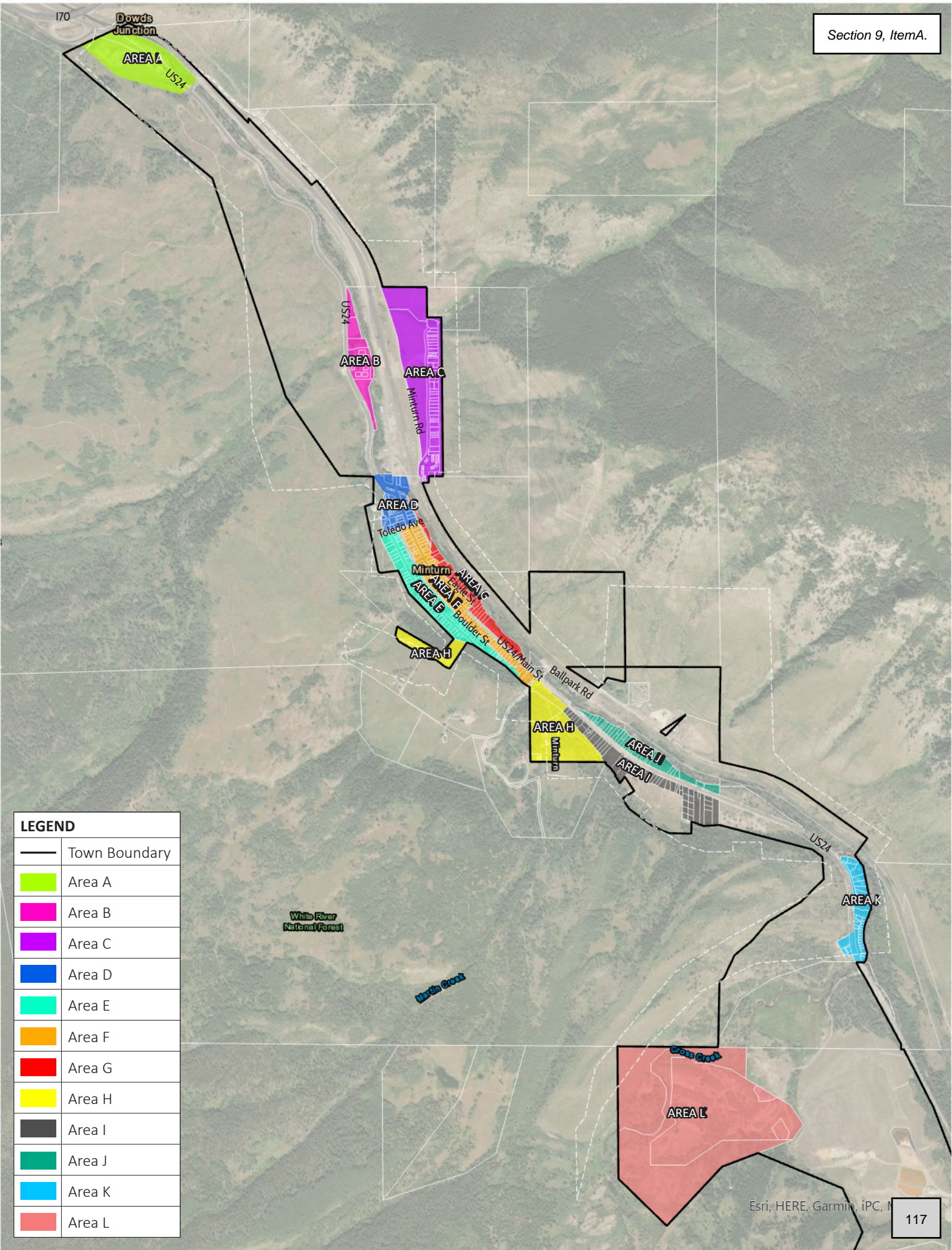
Other (please explain):

5. Thinking about the future, what physical changes will enhance the character of this area and/or help keep it a unique part of Minturn? If you'd prefer this area to remain as it is today, please indicate that and explain why.



6. Again, thinking about the future of this area, what physical changes would take away from its character or make it less unique?

7. Are there any topics, **not addressed in this survey**, that you would like to be considered in updating Minturn’s land use regulations? *(If this is not applicable to you, please skip)*



LEGEND	
—	Town Boundary
Light Green	Area A
Pink	Area B
Purple	Area C
Blue	Area D
Cyan	Area E
Orange	Area F
Red	Area G
Yellow	Area H
Black	Area I
Teal	Area J
Light Blue	Area K
Red	Area L



Minturn Forward Open Houses

TO: Minturn Planning Commission
 FROM: Matt Farrar, Western Slope Consulting
 DATE: February 14, 2024

1. OPEN HOUSE FORMAT

The intent of the open houses is to provide community members with an opportunity to provide input on the following:

- The physical characteristics (i.e., types of land use activities, architectural styles, building scale, street and streetscape design, etc.) that make distinct areas/neighborhoods in Minturn unique places.
- Physical changes that they’d like to see occur in the future, as well as changes that they would not want to occur.
- Other thoughts that they want to offer to help guide the town’s effort to update local land use regulations.

The open houses will take place concurrently with the online survey and while staff works on updating sections of the Town’s land use regulations that are more focused on administrative and process-related sections of the code.

The open houses will provide community members with an opportunity to have group discussions about areas/neighborhoods in Minturn and to offer an opportunity for people to provide input to supplement their survey responses or as an alternative to participating in the survey. Further, the open houses will also provide an opportunity to spread the word about the Minturn Forward Code Update project and the survey. This is why the activities are being held concurrently.

The open houses will offer different activities aimed at gathering input from participants. These activities will likely include sticky note and/or sticky dot exercises, as well as facilitated group discussions.

Each open house will be advertised as an opportunity to discuss certain areas/neighborhoods in Minturn. However, if participants are interested in offering input about areas/neighborhoods other than those advertised, they will have the option to do so.

2. OPEN HOUSE SCHEDULE

- Open House #1 | Monday, March 11 | 5:30-7:30pm
Description: Open House for **areas A, B, C, D.**

- Open House #2 | Thursday, March 14 | 5:30-7:30pm
Description: Open House for **areas D, E, F, G.**

- Open House #3 | Thursday, March 21 | 5:30-7:30pm
Description: Open House for **areas H, I, J, K, L.**

- Presentation of Survey Results & Open Houses | Wednesday, April 10 | 6:00-7:30pm
Description: Presentation of the findings of the survey and open houses at the Planning Commission's first meeting in April.

3. COMMUNITY OUTREACH

Outreach for the open houses will include the following:

- Social media posts
- Email blasts
- Word of mouth
- Flyers/posters
- Newspaper ad(s)



To: Minturn Town Council
From: Michelle Metteer
Date: February 7, 2024
RE: Town Manager Update

Unita Basin Railway

The USFS withdrew its permission for the Uinta Basin Railway to build 12-miles of rail through the Ashley national Forest which would connect two segments of rail and thereby getting the project one step closer to transporting crude oil from Utah, through Colorado, to the oil refineries in Texas. The Town of Minturn has been supporting Eagle County in opposition of this project. Here is a [link](#) to the entire article.

Minturn Elections

Minturn elections take place April 2nd. Voting will be in person or residents can apply in advance for an absentee ballot. See Jay Brunvand, clerk, at town hall with questions or email treasurer@minturn.org.

Bolts Ditch Act

I participated in efforts to support the Bolts Ditch Act which is making its way through the House of Representatives and would allow Eagle River Water & Sanitation District and the Upper Eagle Regional Water Authority direct access to the Bolts Ditch and headgate within the Holy Cross Wilderness Area. The trip included meetings with staff from Senator Bennet's and Hickenlooper's office as well as a tour by Congressman's Neguse's office. Siri Roman provided witness testimony and the sub committee on Natural Resources where Congressman Neguse is the ranking chair.



Regional Housing Plan Kickoff Meeting

I participated in the Regional Housing Plan kickoff meeting which will work toward better understanding the housing demand, housing supply and the needs, gaps and targets. Phase II will include the evaluation of the land use once and housing regulations, evaluate sites for housing, funding sources, potential policies and strategies, policy evaluation and an action plan. There will be extensive community outreach as part of this regional housing scope of work. Outreach will include focus groups, direct interviews, household survey, and a transit and partnerships survey.

Safe Streets 4 All Grant Kickoff

Minturn participated in the SS4A grant kickoff meeting which will allow us to begin the process on creating a safety action plan for our streets and mobility needs. This work is the baseline that will help Minturn's grant applications in showing the value and need for additional safety improvements not only along HWY 24 but also along Minturn's side streets.

Minturn Planning Department
Minturn Town Center
301 Boulder St. #309
Minturn, CO 81645
970-827-5645
planner1@minturn.org
www.minturn.org



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

Memorandum

Date: February 9, 2024
To: Minturn Planning Commission
From: Madison Harris, Planner I
Re: Planning Department Update

Planning Commission Terms

The Town of Minturn is seeking members of the community to fill three vacancies on the Planning Commission. Those who have expiring terms are: Jeff Armistead, Michael Boyd, and Sage Pierson.

Applications are due by 5 p.m. on Thursday, March 14, 2024. Applications can be found [here](#). Please submit applications to: Town of Minturn, Attention Madison Harris, Planner 1, PO Box 309, Minturn, CO 81645 by mail or in person at Town Hall, 302 Pine Street, Minturn, CO 81645; or email to planner1@minturn.org.

Applicants must have been a resident of the Town of Minturn for a minimum of one (1) year, must maintain residency in the Town through their term of office, and be eligible to register to vote in the Town of Minturn. The commission meets on the second and fourth Wednesdays of each month at 6:30 p.m. Meetings are currently held both in person and online via zoom.

The five member (plus one alternate) board is responsible for reviewing the design of new structures, remodels, landscaping plans and other architectural and aesthetic matters. This board is also responsible for recommendations to the Minturn Town Council concerning variances, subdivisions and conditional use permits, and planned unit developments.

The terms of the Planning Commission appointments are two years, which will begin on April 1st, 2024 and end on March 31st, 2026. The Minturn Town Council will conduct interviews during its session on Wednesday, March 20th, 2024 starting at 5:30 p.m.

For more information on requirements, contact Planner 1 Madison Harris at planner1@minturn.org or 970-827-5645 Ext. 2.