



AGENDA

4:30 Executive Session | 5:30 Regular Session | Town Council Meeting Rescheduled from 9/4

Tuesday, September 03, 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/89129851168>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 891 2985 1168

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

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

1. CALL TO ORDER

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

3. EXECUTIVE SESSION

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

Battle Mountain Settlement

4. APPROVAL OF CONSENT AGENDA

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

- [A.](#) 08-21-2024 Minutes
- [B.](#) 0017 Miles End Lane - New Single Family Residence
- [C.](#) 0031 Miles End Lane - New Single Family Residence
- [D.](#) 0171 Miles End Lane - New Single Family Residence
- [E.](#) 0176 Miles End Lane - New Single Family Residence
- [F.](#) 0201 Miles End Lane - New Single Family Residence
- [G.](#) Resolution 50 - Series 2-24 A Resolution Supporting a Great Outdoors Colorado Grant Application for Little Beach Park Improvements
- [H.](#) Ordinance 11 - Series 2024 (First Reading) Continuance of an Ordinance Amending the Town's Historic Register to Add 151 Main Street to October 2, 2024
- [I.](#) Ordinance 12 - Series 2024 (First Reading) Continuance of an Ordinance Amending the Town's Historic Register to Add 155 Main Street to October 2, 2024
- [J.](#) Liquor License - MT Imports dba MT Vino, 23698 Hwy 24 Suite C1-4B - Annual renewal of a retail sales liquor license, Marco Tonazzi (Owner / Manager)
- [K.](#) Liquor License - Shop N Hop - 401 Main St - Annual renewal of a retail sales liquor license, Terry Marcum (Owner / Manager)

5. APPROVAL OF REGULAR AGENDA

Opportunity for amendment or deletions to the agenda.

6. DECLARATION OF CONFLICTS OF INTEREST

7. PUBLIC COMMENT

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

- [A.](#) Public Comment Submittals

8. COUNCIL COMMENTS & COMMITTEE REPORTS

9. STAFF REPORTS

- [A.](#) Manager's Report
- [B.](#) Town Attorney Report
- [C.](#) Town Treasurer - 2025 Budget Schedule

10. SPECIAL PRESENTATIONS

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

11. DISCUSSION / DIRECTION ITEMS

- A.** Bulb Out Review
- B.** Water Treatment Plant 30% Design Review & Cost Discussion

12. BUSINESS ITEMS

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

- A.** Resolution 48 - Series 2024 A Resolution Approving the Battle North Restrictive Covenant and other Documents
- B.** Resolution 51 - Series 2024 A Resolution Approving a Variance Request for Relief from the Rear Setback at 161 Main Street and 161 Nelson Avenue
- C.** Ordinance 20 - Series 2024 (First Reading) An Ordinance Amending Chapter 16 - Zoning and Chapter 19 - Historic Preservation of the MMC
- D.** Ordinance 19 - Series 2024 (Second Reading) An Ordinance Amending the Lighting Code

13. FUTURE AGENDA ITEMS

- A.** Future Meeting Topics

14. ADJOURN

INFORMATIONAL ONLY ITEMS

Upcoming Council Meetings & Events:

- September 6, 2024 - First Friday @ Eagle River Inn
- September 7 , 2024 - Final Minturn Market
- September 18, 2024
- October 2, 2024
- October 16, 2024



OFFICIAL MINUTES
4:30 Excutive Session | 5:30 Council Meeting
Wednesday, August 21, 2024
Town Hall / Council Chambers - 302 Pine St Minturn, CO

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MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION:

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Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 843 3938 4812

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

1. CALL TO ORDER

Mayor Earle B. called the meeting to order at 4:30pm.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

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

3. EXECUTIVE SESSION

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

Motion by Eric G., second by Gusty K., to convene in executive session pursuant to CRS Section 24-6-402(4)(b) for the purposes of consulting with the attorney to receive legal advice on legal questions related to the following matters Ford Quiet Title and Battle North Diligence as presented. Motion passed 6-0.

Those present in the Executive Session included the Council present, Attorneys Mike S. and Rob Marsh and Town Manager Michelle M.

Note: Council convened from Executive Session at 5:20pm and convened in Regular Session at 5:30pm.

4. APPROVAL OF CONSENT AGENDA

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

- A. 08-07-2024 Minutes
- B. NW Colorado Regional EV Charging Network Project

Motion by Gusty K., second by Kate S., to approve the Consent Agenda of August 21, 2024, as presented. Motion passed 7-0.

5. APPROVAL OF REGULAR AGENDA

Opportunity for amendment or deletions to the agenda.

Motion by Eric G., second by Brian R., to approve the Agenda of August 21, 2024, as presented. Motion passed 7-0.

6. DECLARATION OF CONFLICTS OF INTEREST

7. PUBLIC COMMENT

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

8. COUNCIL COMMENTS & COMMITTEE REPORTS

Gusty K. noted the Wednesday Sept 4 meeting will be held Tuesday 9/3 and a water discussion will be held.

Brain R. updated on a meeting regarding the Safer Streets

Lynn F. updated on the Affordable Art Fair at last week’s Summer Market.

Earle B. also reiterated that the 9/3 meeting will be a very important meeting to discuss water plant options and potentially the Battle mtn property and a scheduled decision on the 151/155 Main parcels regarding historic preservation designation.

9. STAFF REPORTS
A. Manager's Report

Colorado Municipal League (CML) Policy Committee

In preparation for the 2025 legislative session, Colorado Municipal League (CML) member municipalities are now asked to appoint/confirm representatives who will serve on the League’s 2024-2025 Policy Committee, as well as for municipal members to submit any legislative or policy proposals for committee consideration and recommendation to the CML Executive Board. Each representative will be expected to read and adhere to the Policy Committee Roles and Responsibilities, as outlined in the attachment and covered in more detail below.

General policy committee responsibilities include:

1. Attending and participating in all Policy Committee meetings, in-person or virtually, and voting on policy positions to recommend to the CML Executive Board.
2. Evaluating requests from member municipalities for CML-initiated legislation and making a recommendation to the Executive Board.
3. Reviewing the League’s [2024-2025 Policy Statement](#) that guides League positions on policy issues affecting municipalities and proposing revisions, if necessary. (Any recommended changes to the policy statement are voted on by CML members at the Annual Business Meeting that takes place as part of CML’s Annual Conference.)

2024-2025 Meeting dates (subject to change)

All meetings are 9:00 - Noon

- Friday, Oct. 11
- Friday, Dec. 6
- Friday, Jan. 17 (Virtual)
- Friday, Feb. 21
- Friday, March 14 (Virtual)

Unless a Council member specifically volunteers for this position, I will add myself to the Policy Committee and Mayor Earle Bidez will be appointed as the alternate.

Community Events: First Fridays

Staff reached out to the business community to gauge interest in hosting a First Friday event. This would be a sponsored event by the Town and would seek to spotlight our local businesses while

bringing community together. Thus far two businesses have responded expressing interest. The “first” First Friday will be September 6th at the Eagle River Inn with Whisky tasting by Eagle River Whisky. The October First Friday will be at Kirby Cosmos with a pig roast. More to come.

Safe Streets 4 All (SS4A)

Minturn is looking for one to two business owners to join the SS4A Working Group. This is a local group of stakeholders who will meet up to four times (virtually) over the next year to provide discussion and feedback on the state of the safety of Minturn streets. Those interested should contact Michelle Metteer at manager@minturn.org or 970-445-2418.

Michelle M. noted we are moving to the 2nd stage of the grant for Little Beach Park. She updated on the changes looking to be made at LBP with those funds and other grants for the park as well.

10. SPECIAL PRESENTATIONS

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

11. BUSINESS ITEMS

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

- A.** Resolution 46 - Series 2024 A Resolution Approving the Request for Exemption from Sec. 16-17-110 - Underground utilities - for 362/366 Taylor Avenue

Madison H. updated on the request.

Mr. Karl Kruger, applicant, presented the request to install a 20ft pole to handle the power wires until the town undergrounds the entire line. He noted that now Xcel Energy requires a 40ft pole so this might change his plans.

Michelle M. noted the town does not have current plans to underground the discussed line. Earle B. updated that the ordinance exists to clear up the overhead lines. Discussion ensued that this would go underground only in front of the project in question.

Mike S. noted the applicant could bury conduit without installing the line to simplify the undergrounding in the future.

Discussion ensued if this is granted it will diminish the intent of our Ordinance.

Motion by Eric G., second by Gusti K., to continue until further information is available Resolution 46 - Series 2024 A Resolution Approving the Request for Exemption from Sec. 16-17-110 - Underground utilities - for 362/366 Taylor Avenue. Motion Passed 6-0. Note: Tom Priest was excused absent.

B. Resolution 47 - Series 2024 A Resolution Supporting the Eagle County Conservation District Mill Levy

Ms. Laura Bohannon, Eagle County Conservation District, presented and updated on the district proposed ballot issue. She noted all the district programs are grant funded, they last 3-4 years, and are non-renewable. The intent of the 0.15 Mill Levy proposal is to provide a sustainable funding source for the district.

Brian R., although supports the district, was not in favor of supporting the request in light of the statewide property tax values.

Lynn F. expressed this was \$10 per \$1m assessed valuation and that this was something that should be supported.

Eric G. felt this was about the cost of a cup of coffee and it was money well spent. Kate S. and Earle B. also supported.

Gusty K. asked if this were to pass, would this provide additional staff. Yes, this would assist in such endeavors by allowing staffing needs.

Motion by Eric G., second by Kate S., to approve Resolution 47 – Series 2024 A Resolution Supporting the Eagle County Conservation District Mill Levy. Motion passed 5-1 Note: Brian R. voted Nay and Tom P. was excused absent.

C. Resolution 48 - Series 2024 A Resolution Approving the Battle North Restrictive Covenant and other Documents

This item was pulled from the agenda and will be placed on a future agenda.

D. Ordinance 19 - Series 2024 (First Reading) An Ordinance Amending the Lighting Code

Ordinance No. 19, Series 2024 is being presented to the Town Council as an amendment to the Town's existing exterior lighting regulations, Section 16-17-180 – Exterior illumination standards. Section 16-17-180(f) includes "exemptions" from the Town's exterior lighting standards (which otherwise prohibit uplighting) for things like illumination of the United States Flag; for holiday or ornamental lighting; and for lighting associated with Town of Minturn events. The Town recently conducted a town survey wherein respondents expressed support for certain Town led initiatives such as seasonal, aesthetic lighting of the Minturn Water Tank, a historically designated and iconic structure within the Town. For these reasons, the Town desires to provide professionally designed lighting of the water tank for seasonal celebrations and events. Therefore, the proposed amendments to the lighting standards aim to clarify that, in addition to Town events, exemptions that may be granted to the Town of Minturn include lighting for "displays." Such exemptions would be allowable or granted on a "seasonal" or "periodic" basis. The proposed expansion of the exemption provisions will allow the Town the flexibility to illuminate the water tank on a seasonal, periodic basis for public purposes related to and in conformance with the tank's historic

designation; to enhance community character and celebrate those things that “keep Minturn, Minturn;” for economic development; and to promote the general health, safety, and welfare of the Town.

Public Hearing Opened

No Public Comment

Public Hearing Closed

Eric G. asked about a timer system that will turn off the lighting in the late evening; 10pm was discussed. It was agreed that they would be allowed through 11:00pm

Motion by Eric G., second by Kate S., to approve Ordinance 19 - Series 2024 (First Reading) An Ordinance Amending the Lighting Code as amended to allow the Minturn Tank lighting with several conditions. Motion failed 3-3. (Gusty K., Brian R., and Lynn F. voted Nay)

Motion by Gusty K., second by Brian R., to approve as presented to include a timer allowing sunup to 11pm. Motion passed 6-0. Note: Tom Priest was excused absent.

It was requested a Future Agenda item to review the Town’s Dark Sky conditions to set time frames town wide.

E. Resolution 49 - Series 20024 - A Resolution Creating the Fifth Amendment to the Battle Mountain Settlement Agreement

Staff has been working with our outside environmental attorney Polly Jessen to get closing documents in final order. In order to protect the Town from environmental liability requires careful drafting. The process of getting to the point where both sides agree to language in the closing document has proven longer than expected. I am recommending that the Approvals Period be extended to September 18 (Second Council meeting). At either the September 2 or September 18 Council meetings the restrictive covenant and other closing documents will be placed on the agenda for review and approval. The outside expiration date (Closing) will be extended to September 27 to give the parties time to mobilize for the Closing.

Motion by Gusty K., second by Lynn F., to approve Resolution 49 - Series 20024 - A Resolution Creating the Fifth Amendment to the Battle Mountain Settlement Agreement as presented. Motion passed 7-0.

12. DISCUSSION / DIRECTION ITEMS

A. Minturn Strategic Plan Review

Michelle M. presented that during the Spring of 2024 the Town Council participated in a retreat to update/create the 2025-27 Strategic Plan. Much was covered in this retreat, and everyone left having accomplished so much, but still needing to “fine tune” certain aspects of the Strategic Plan, primarily the vision statement. The Strategic Plan is a document used by staff and Council to identify short term (2-year) goals that support the execution of Minturn’s Master Plan, Imagine Minturn, in alignment with the 2024 Community Survey. Once direction is provided on the final

touches of the Plan, staff will create a general work plan for executing the Council’s goals. This work plan, in conjunction with the Strategic Plan will be brought forward in Resolution format at an upcoming Council meeting for the Council to approve and will be the basis for both staffing and budget decisions moving forward. The primary discussion pertaining to the draft Strategic Plan is the vision statement. Several Council members expressed a need to redraft the statement to better reflect the true vision of the Council. Two options for the vision statement are currently provided on the draft Strategic Plan, additionally, a third option has been proposed as follows:

Minturn takes pride in being a neighborly mountain community; we understand the history that shaped our town and strive towards a fulfilling future for residents, businesses, and visitors alike.

Mission Statement rewording includes:

Minturn's Town Council aims to guide and shape growth, provide quality services and infrastructure in a fiscally responsible manner, encourage a spectrum of housing opportunities, and work towards environmental and fiscal sustainability.

Additional tweaking of the Plan identifies reworking the Manage Growth priority and rewording the Water Infrastructure priority to better align with infrastructure and services.

Michelle M. made notes on the discussion and will return at a later date with a Resolution approving the Strategic plan for 2025-2027.

13. FUTURE AGENDA ITEMS

A. Future Meeting Agenda Items

- Review dark sky regulations.

14. ADJOURN

Motion by Kate S., second by Gusty K., to adjourn the meeting at 7:29pm.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

INFORMATIONAL ONLY ITEMS

- Upcoming Council Meetings:
- (Tuesday) September 3, 2024
 - September 4, 2024 Council meeting canceled
 - September 18, 2024
 - October 2, 2024

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



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

Design Review Board Hearing

Final Plan Review for New Home

0017 Miles End Lane

Hearing Date:	August 14, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	John Cannon & Jan Schorr
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 32
Address:	0017 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	Approval

Staff Report

I. Summary of Request:

The Applicants, John Cannon and Jan Schorr, request Final Plan review of a new, three-bedroom, 3,429 (gross) square foot single-family residence located at 0017 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant’s representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans

The plans show a two-story, three-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 25 feet and 11 and 7/8 inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

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

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

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

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

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

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

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

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

Design Review Process

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

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

- (2) *Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:*
- a. The proposal's adherence to the Town's zoning regulations.*
 - b. The proposal's adherence to the applicable goals and objectives of the Community Plan.*
 - c. The proposal's adherence to the Design Standards.*
- (3) *Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:*
- a. That the proposal is in conformance with the Town zoning regulations.*
 - b. That the proposal helps achieve the goals and objectives of the Community Plan.*
 - c. That the proposal complies with the Design Standards.*

Staff suggests that the final plans for 0017 Miles End Lane meet or can be revised to meet the required findings ‘a,’ ‘b,’ and ‘c’ or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

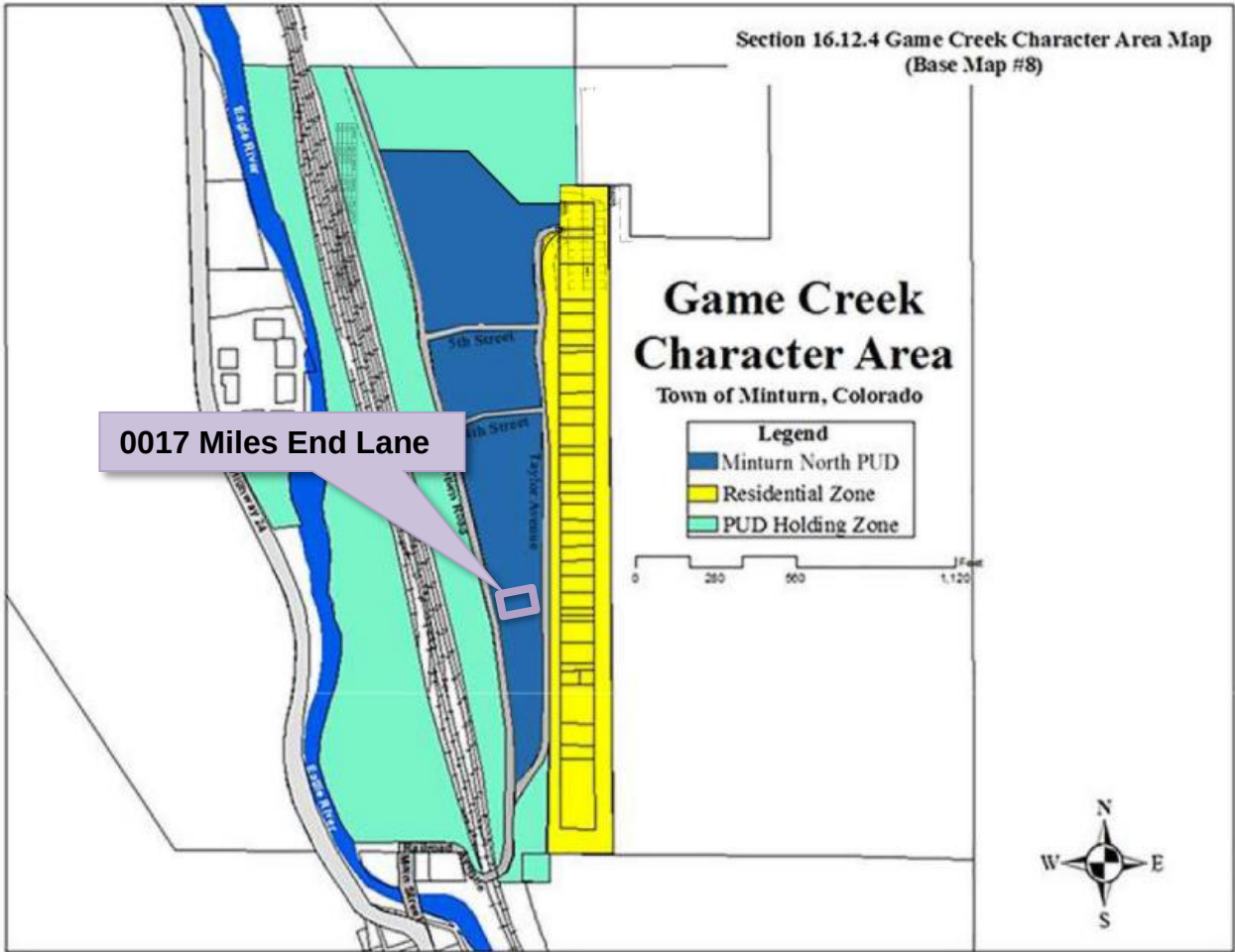
Zoning

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

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

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Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

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

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	7,710.12 sq. ft.	7,710.12 sq. ft. (.177 ac.)
Maximum Building Height:	28 feet	25 feet – 11 7/8 inches
Minimum Front Setback:	20 feet	20+ feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10+ feet

Maximum Lot Coverage:	50% (3,855.06 sq. ft.)	2,400 sq. ft. (31.13%) Proposed
Maximum Impervious Coverage:	60% (4,626.07 sq. ft.)	3,286 sq. ft. (42.62%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (7,710.12 sq. ft. x .05 = 385.51 sq. ft.)	407 sq. ft.
Parking:	4 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design

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

Final Site, Grading and Drainage Design

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

Mass and Form

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

“c. Massing and Scale

“A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.

“Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.”

-Town of Minturn Design Guidelines

Staff Response:

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

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

V. Items of Note:

Staff has flagged no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0017 Miles End Lane generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix ‘B’) of the Minturn Town Code.

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

July 8, 2024

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

Re: 17 Miles End Lane
Lot 32, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled *“Schorr Residence; Lot 32, Minturn North, Minturn Colorado”* prepared June 28, 2024 by Eggers Architecture Inc.(Plans) included in the DRB application for Lot 32, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

Paragraphs a through e:

“Final Plat: Minturn North PUD” recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through i:

Sheet C.4 of the *“Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24”* prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.4 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:

Sheet BH1 provides Building height information necessary for Planning Staff review.

VAIL VALLEY OFFICE

30 Benchmark Road, Suite 216 | 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: 17 Miles End Lane
Lot 32, Minturn North PUD
DRB Submittal Review
Project No. 24-0001

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

Sheet C1 of the Plans "Lot 32, Minturn North PUD; Site Grading and Drainage Plan" prepared June 28, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

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

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

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



July 3, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Cannon/Schorr Residence
Lot 32 Minturn North – 0017 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

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

Lot 32 is located at 0017 Miles End Lane on a downhill sloping undisturbed vacant lot which drops in elevation approximately 9' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

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

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

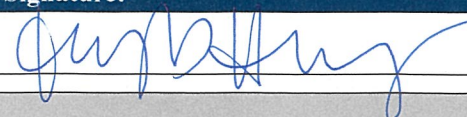
Sincerely,

Taylor Hermes
512.468.3012



DESIGN REVIEW APPLICATION

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

Project Name:			
Minturn North – Cannon/Schorr Residence			
Project Location			
Street Address: 17 Miles End Lane			
Zoning: Residential		Parcel Number(s): 2103-262-30-036	
Application Request:			
Design review of new single-family home			
Applicant:			
Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC			
Mailing Address: PO Box 2633 Edwards, CO 81632			
Phone: 970-926-1720		Email: THermes@ResortConceptsCO.com	
Property Owner:			
Name: John Cannon & Jan Schorr			
Mailing Address: 1890 Lionsridge Loop, Unit 10 Vail, CO 81657			
Phone: 720-264-7700		Email: JanSchorr@comcast.net / JohnCannon1@comcast.net	
Required Information:			
Lot Size: 0.177 ac	Type of Residence (Single Family, ADU, Duplex) SFH	# of Bedrooms 3	# On-site Parking Spaces 4
# of Stories: 2	Snow storage sq ft: 407 sf	Building Footprint sq ft: 2,400 sf	Total sq ft Impervious Surface: 3,286 sf
Signature:			
		7/3/24	
Fee Paid: _____ Date Received: _____ Planner: _____			

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS (TO BE INCLUDED WITH APPLICATION)

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

☒	☐	Elements needed on the Site Plan
☒	☐	• Scale
☒	☐	• North Arrow
☒	☐	• Date Prepared
☒	☐	• Lot Dimensions, Area, Entire Site Acreage
☒	☐	Architecture Details – Materials Board
☒	☐	• Windows – Placement and Color
☒	☐	• Doors – Placement and Color
☒	☐	• Siding – Type and Color
☒	☐	• Roof Material – Type and Color
☒	☐	• Paint Color
☒	☐	Boundary Survey with a stamp and signature of a licensed surveyor
☒	☐	• Date of survey (survey date must be within 6 months of the project application date)
☒	☐	• Right-of-way and property lines; including bearings, distances and curve information.
☒	☐	• Labeled ties to existing USGS benchmark.
☒	☐	• Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
☒	☐	• All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
☒	☐	• Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
☒	☐	• Topographic conditions at two-foot contour intervals.
☒	☐	• Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
☒	☐	• Rock outcroppings and other significant natural features.
☒	☐	• All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
☒	☐	• Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
☒	☐	• Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.
☒	☐	Grading and Drainage Plan
☒	☐	• Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
☒	☐	• Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
☒	☐	• Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
☒	☐	• Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
☒	☐	• Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
☒	☐	• Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
☒	☐	• Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



**Fascia, Soffits, Columns
& Railing**
Color: Custom Stain



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



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont
Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Dark Bronze



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



Windows and Doors
Mfg: Alan Bradley Cityline
Color: Bronze



Exterior Lighting
Mfg: Hinkley Mist 22" Sconce
Color: Bronze



Entry Door
Solid Wood
Color: Custom Stain



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

PERSPECTIVE 1



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

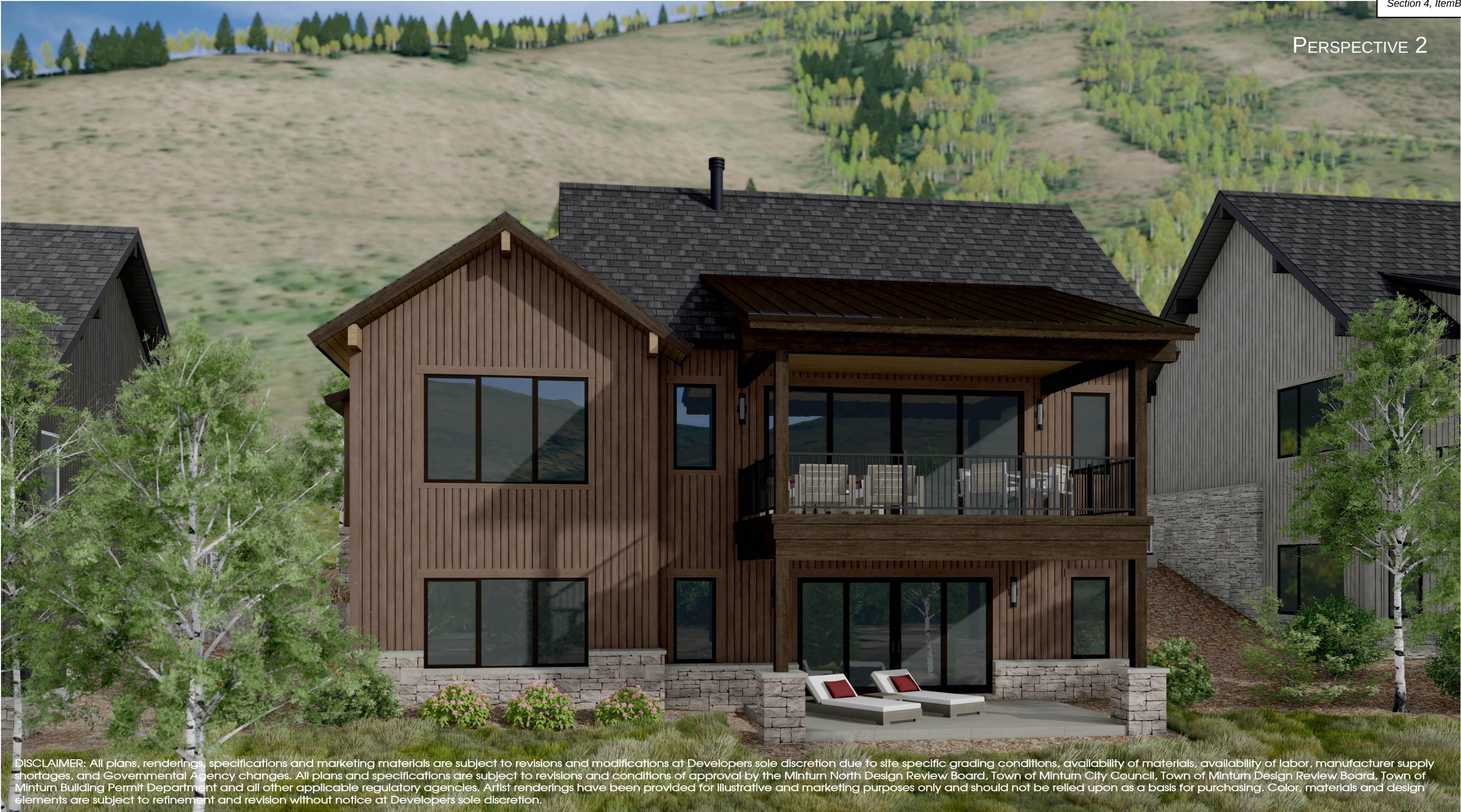
MINTURN NORTH - LOT 32

DRB DESIGN REVIEW - 3D VIEWS
JULY 1, 2024

EGGERS ARCHITECTURE, INC. AXIS DESIGN

RESORT CONCEPTS

PERSPECTIVE 2



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

MINTURN NORTH - LOT 32

DRB DESIGN REVIEW - 3D VIEWS
JULY 1, 2024

EGGERS ARCHITECTURE, INC. AXIS DESIGN

RESORT CONCEPTS

SCHORR RESIDENCE

LOT 32 MINTURN NORTH MINTURN, COLORADO

DRB SUBMITTAL SET

JUNE 28, 2024



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

OWNER'S REPRESENTATIVE

RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT

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

STRUCTURAL ENGINEER

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

LANDSCAPE ARCHITECT

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

CIVIL ENGINEER

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

SURVEYOR

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

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
LOWER LEVEL:	1,137 SF	181 SF		1,318 SF
MAIN LEVEL:	1,370 SF		741 SF	2,111 SF
TOTALS:	2,507 SF	181 SF	741 SF	3,429 SF

LOT AREA:	7,710.12 SF		
BUILDING COVERAGE:	2,400 SF	31.13 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	3,286 SF	42.62 %	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

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

DRAWING SCHEDULE

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

Section 4, Item B.

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

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

SCHORR
LOT 32
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L32

#	DATE	BY	COMMENTS	#	DATE	BY	COMMENTS
1	6-28-24			1	6-28-24		

C

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

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of March, 2024, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

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

BY:

MAYOR
TOWN OF MINTURN, COLORADO

ATTEST:

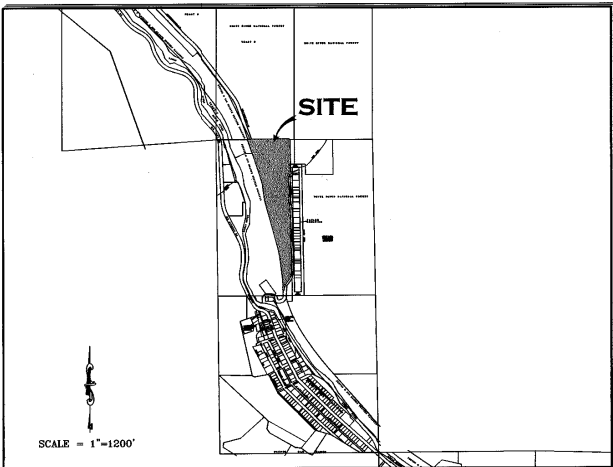
TOWN CLERK
TOWN OF MINTURN, COLORADO

LAND USE TABLE

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

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

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



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

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- The purpose of this Final Plat is to create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
- Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
- Survey Date: December, 2022 through July 2023.
- Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC30450645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201400764 along with plat and survey monumentation referenced herein (to include the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitment referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
- Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
- Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
- Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
- Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
- Item 15 - Does not effect these Platted lands but references conveyance of portions of Taylor Addition to the Town of Minturn.
- Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
- Item 17 & 18- Do not effect subject Parcel.
- Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined herein.
- Item 20 - Does not effect these Platted lands. (k.a. subject parcel)
- Item 21 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
- Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner herein.
- Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
- Item 29 - Parcel is subject to 190440 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has to be have been Terminated prior to the Recording of this Plat.
- These platted lands are subject to:
 - The Minturn North P.U.D. Guide recorded as Reception no. 202402232
 - The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated herein as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489.

PERTAINING TO HEREON CREATED EASEMENTS:

- the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
 - a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Access, Utility, and Drainage Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress.
 - b) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated herein as "Utility Easement" for the purpose of the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress.
 - c) non-exclusive Access, Utility, and Drainage Easement - on, over, under, above, across and through those areas designated herein as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

GENERAL NOTES CONTINUED:

- Continued...
 - Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non-vehicular access.
 - Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq.
- FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
- the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
 - a) non-exclusive Utility, Drainage, Access, Utility, and Drainage Easement - on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Access, Utility, and Drainage Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, ii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - b) non-exclusive Utility, Drainage, Access, Utility, and Drainage Easement - on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Access, Utility, and Drainage Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - c) non-exclusive Utility, Drainage, Access, Utility, and Drainage Easement - on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Access, Utility, and Drainage Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - d) non-exclusive Trail Easement - on, over, under, above, across and through those areas designated herein as "Trail Easement" for the purpose of i) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4 Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, use and repair.
 - Maintenance of any path improvements within the "4 Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Public Utility and Drainage Easement", as shown in Tract C, on sheet 2 of 5, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

SURVEYOR'S CERTIFICATE

I, Matthew S. Slagle, do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado. That this Subdivision Plat is a true, correct and complete plat of MINTURN NORTH P.U.D., as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights-of-way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that it has been prepared in accordance with applicable standards of practice, and that such plat is not a guaranty or warranty, either expressed or implied.



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

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

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

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

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

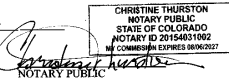
BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
COUNTY OF EAGLE)

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

MY COMMISSION EXPIRES 6 AUG 27

WITNESS MY HAND AND OFFICIAL SEAL



SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, in the Office of the Clerk and Recorder of Eagle County, Colorado, hereby consents to the Subdivision of the lands set forth in this Final Plat of Minturn North P.U.D., and subordinates the lien represented by the aforesaid deed of Trust to the Dedication and restrictions as shown on this final plat and relative covenants, conditions and restrictions.

MORTGAGEE: Philip Hadley

BY: Philip Hadley as Individual

STATE OF Colorado)
COUNTY OF Eagle)

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

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: Aug 01, 2025



CERTIFICATE OF TAXES PAID

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

DATED THIS 1st OF March, A.D. 2024
Rose ID1
Bill K. Dwyer
TREASURER OF EAGLE COUNTY

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

DATED THIS 26th DAY OF February, A.D. 2024

AGENT:

CLERK AND RECORDER'S CERTIFICATE # 539

This Plat was filed for record in the Office of the Clerk and Recorder at 1:59 o'clock P.M., on this 26th day of March, A.D. 2024

BY: Matthew S. Slagle
CLERK AND RECORDER

BY: Philip Hadley
DEPUTY



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

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

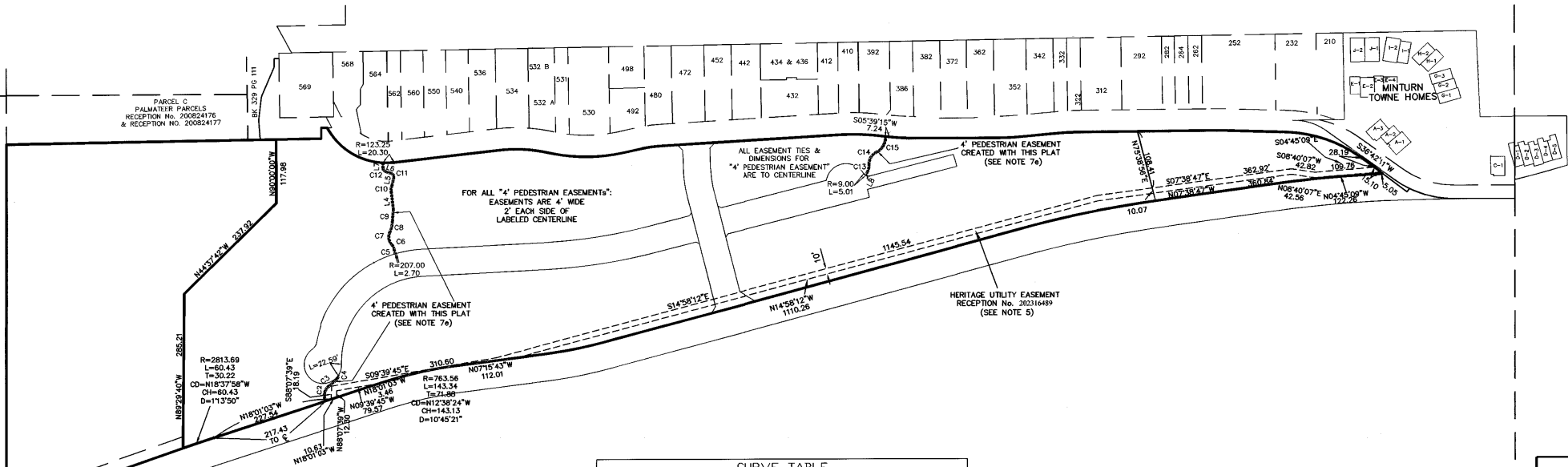
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SHEET: 1 OF 5 DATE: 08-13-2023

Section 4, Item B.

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: \$55.00 DOC: \$0.00
03/04/2024
12:59:18 PM
202402234

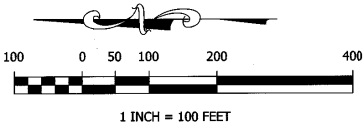
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N63°15'49\"E
L5	14.91	S77°04'30\"E
L6	11.48	N18°26'21\"E
L7	9.83	S89°36'46\"E
L8	7.28	N62°43'18\"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12\"E	75°35'30\"
C3	18.66	276.62	9.33	18.65	S39°43'32\"E	3°51'51\"
C4	9.01	8.52	4.97	8.59	S66°04'17\"E	60°33'21\"
C5	7.90	333.24	3.95	7.90	S79°46'25\"W	12°13'31\"
C6	11.08	18.95	5.70	10.93	N63°41'55\"E	33°30'33\"
C7	24.01	20.01	13.69	22.60	S81°19'10\"W	68°45'04\"
C8	20.65	49.15	10.48	20.50	S76°20'24\"E	24°04'13\"
C9	22.78	236.37	11.40	22.77	S85°36'54\"E	5°31'15\"
C10	12.77	20.27	6.60	12.56	S83°06'39\"E	36°05'40\"
C11	9.29	7.31	5.39	8.68	N57°19'53\"E	72°46'53\"
C12	8.09	6.45	4.68	7.57	N54°28'07\"E	71°50'14\"
C13	15.45	30.72	7.89	15.28	S77°07'28\"E	28°48'21\"
C14	27.14	23.79	15.26	25.69	S58°50'20\"E	65°22'36\"
C15	35.79	30.20	20.33	33.73	S60°06'18\"E	67°54'31\"

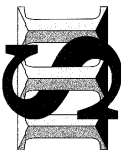


Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

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

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

DRAWN BY:	MSS	DATE:	08-13-2023
SHEET:	5		



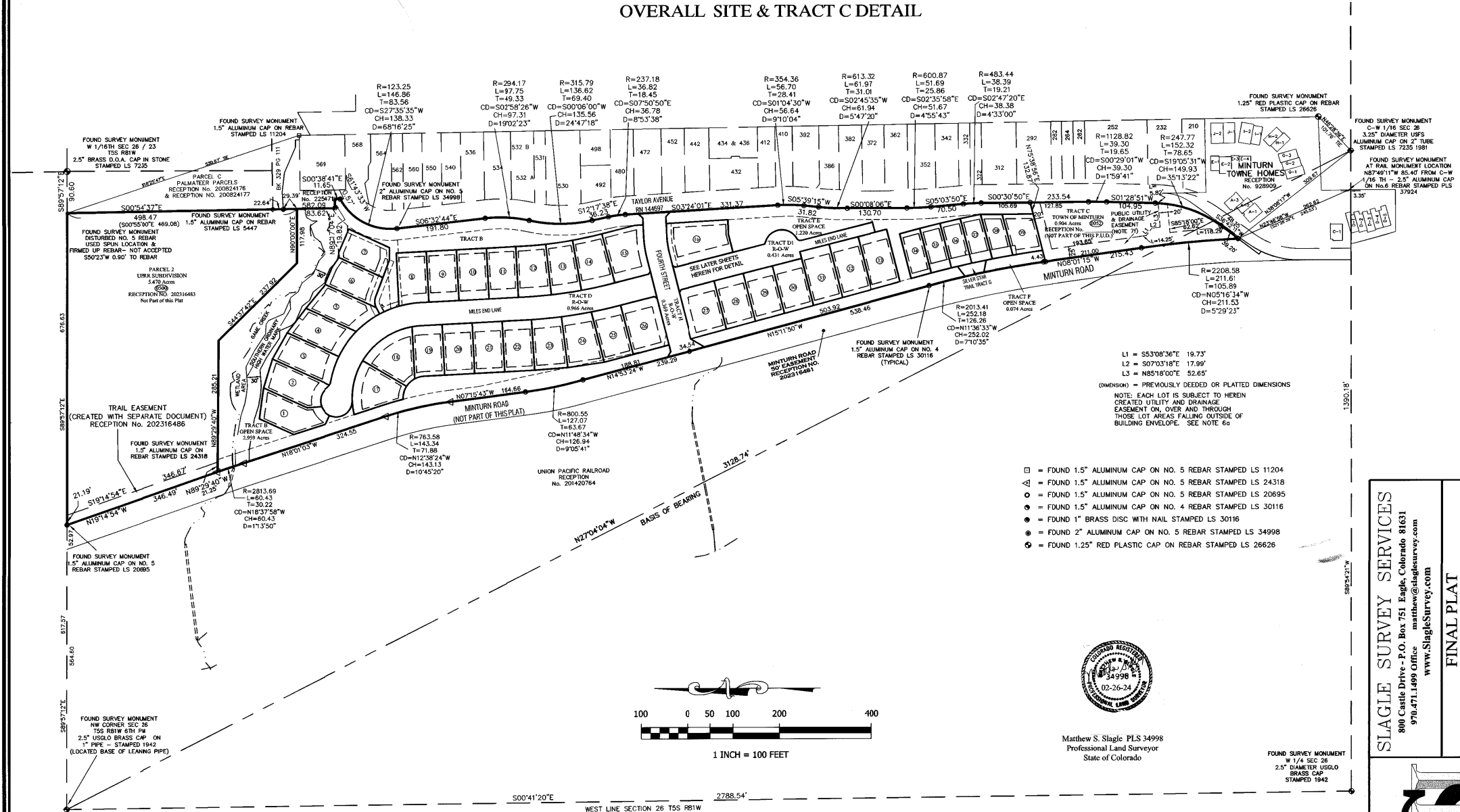
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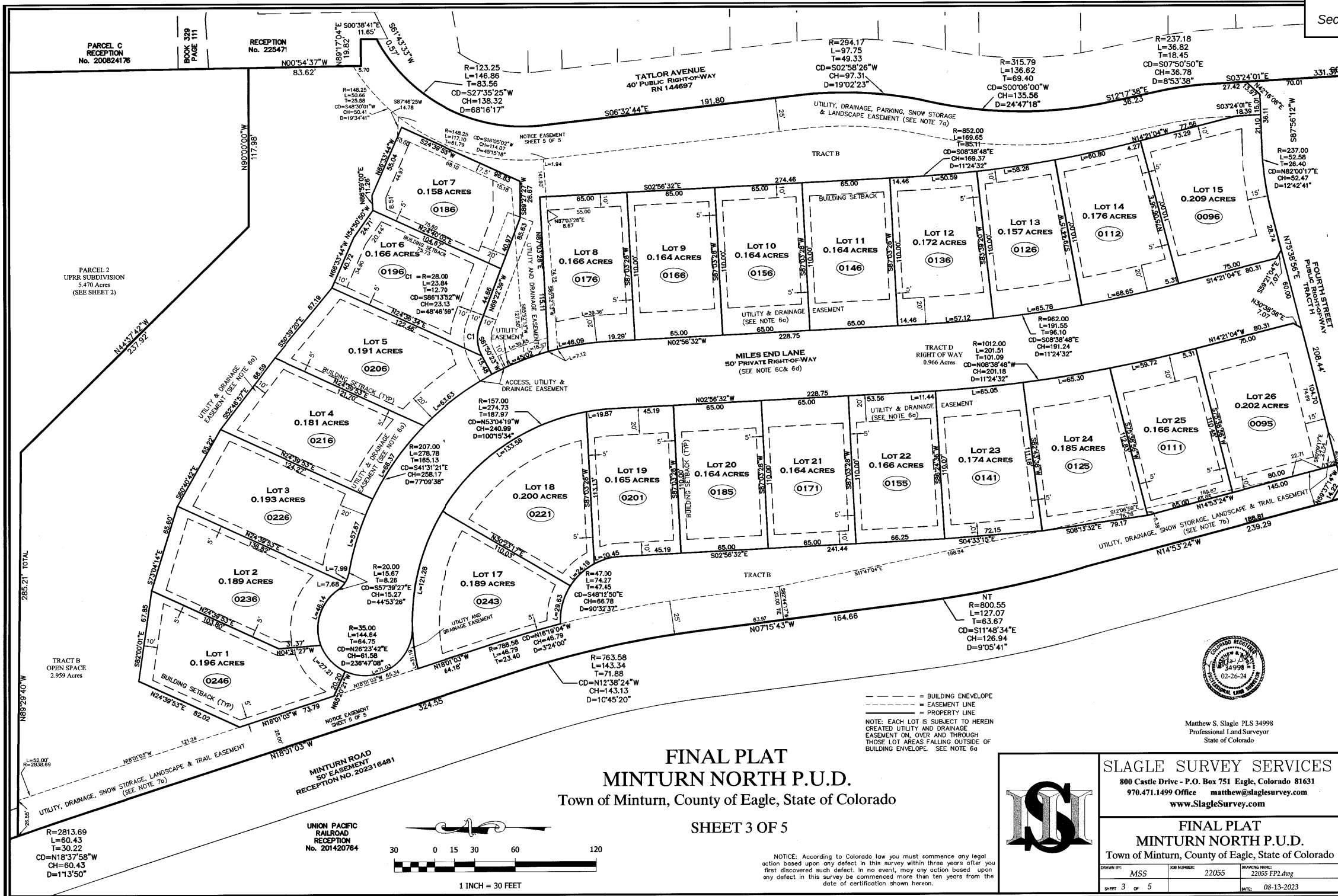
FINAL PLAT
MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL





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

SHEET 3 OF 5

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

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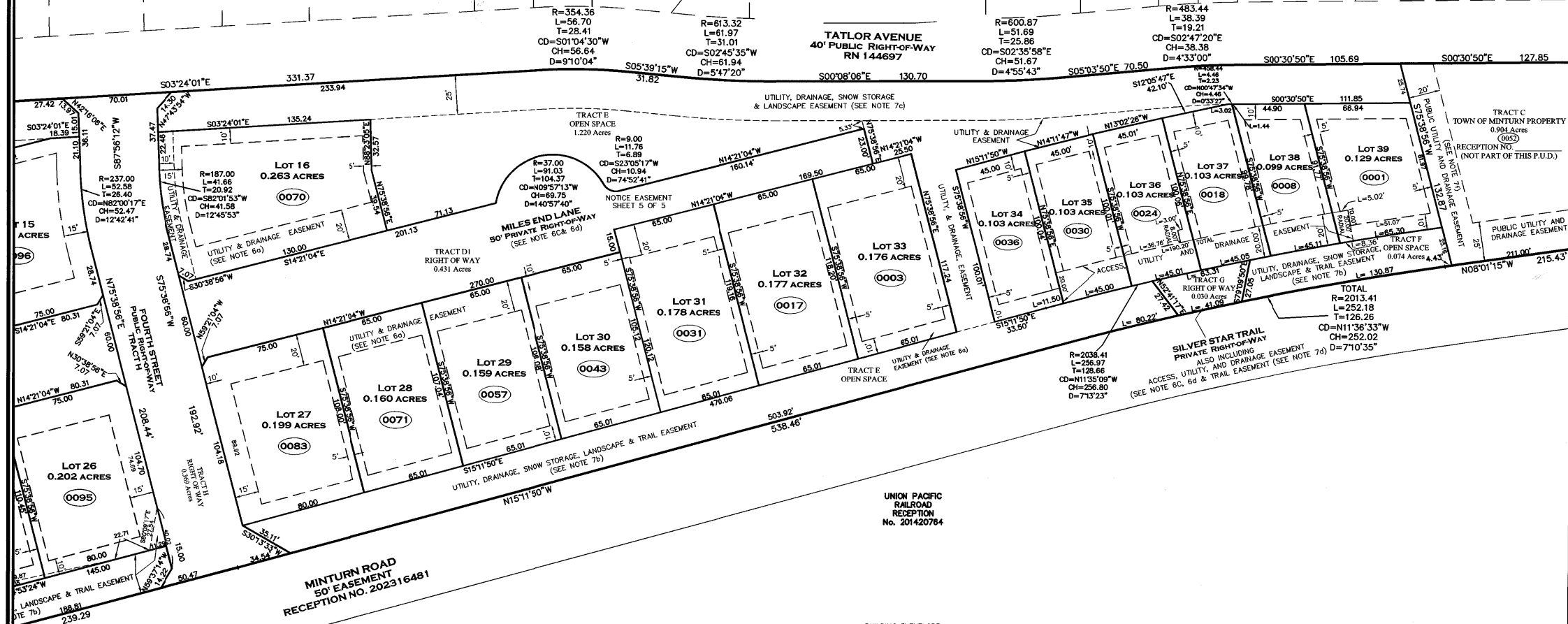


FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

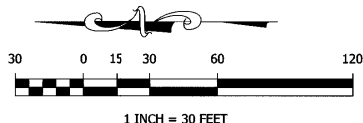
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SHEET:	3 OF 5	DATE:	08-13-2023		

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 4 OF 5



Matthew S. Slagle P.L.S. 34998
Professional Land Surveyor
State of Colorado



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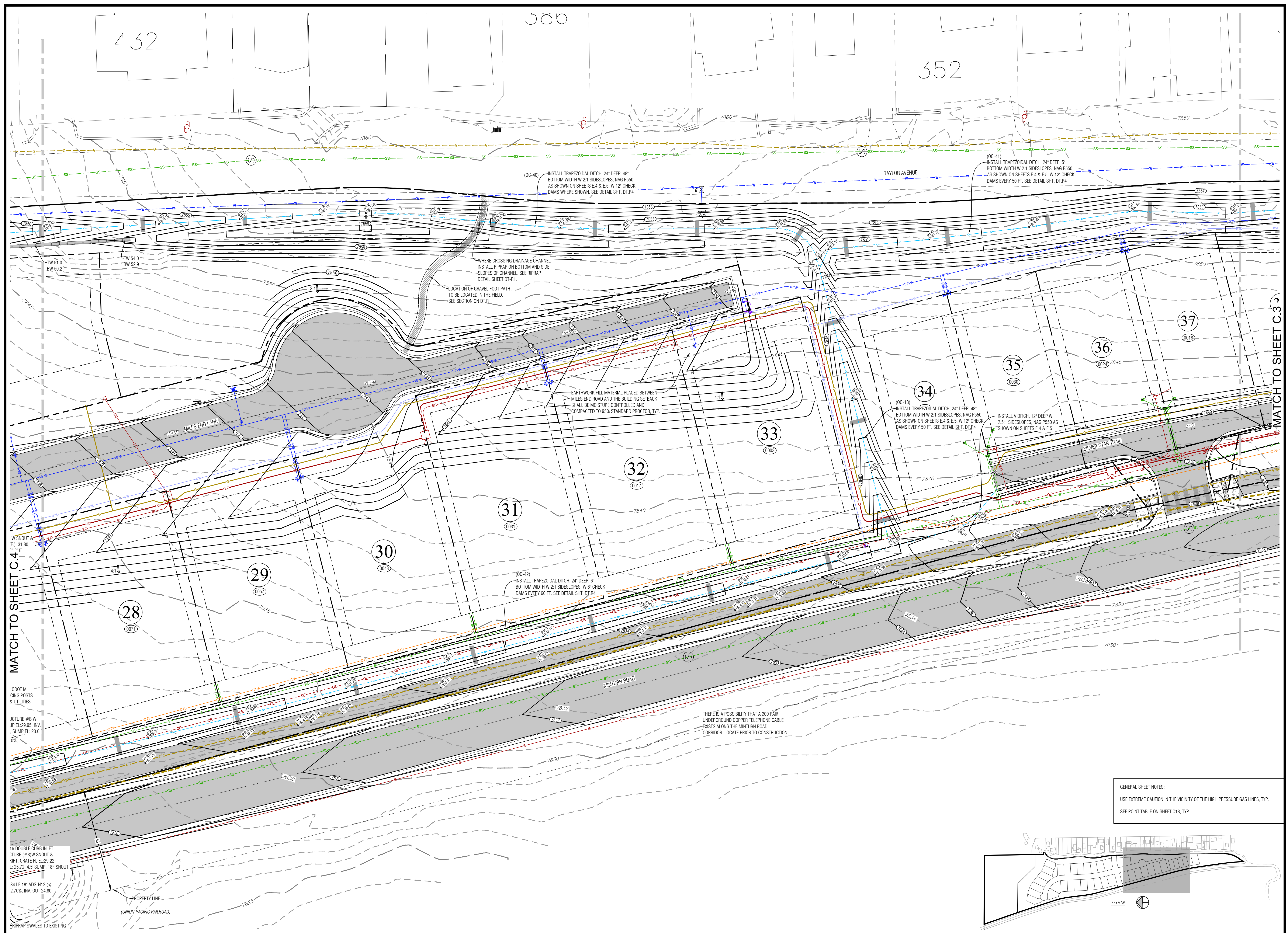


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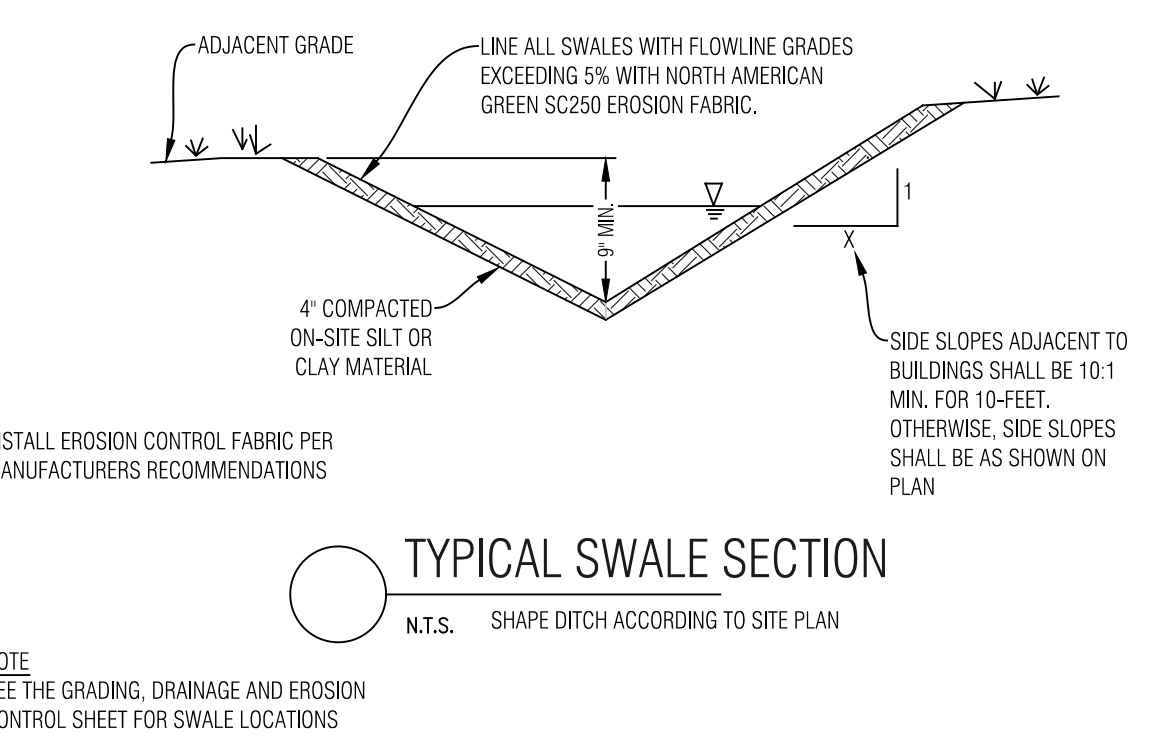
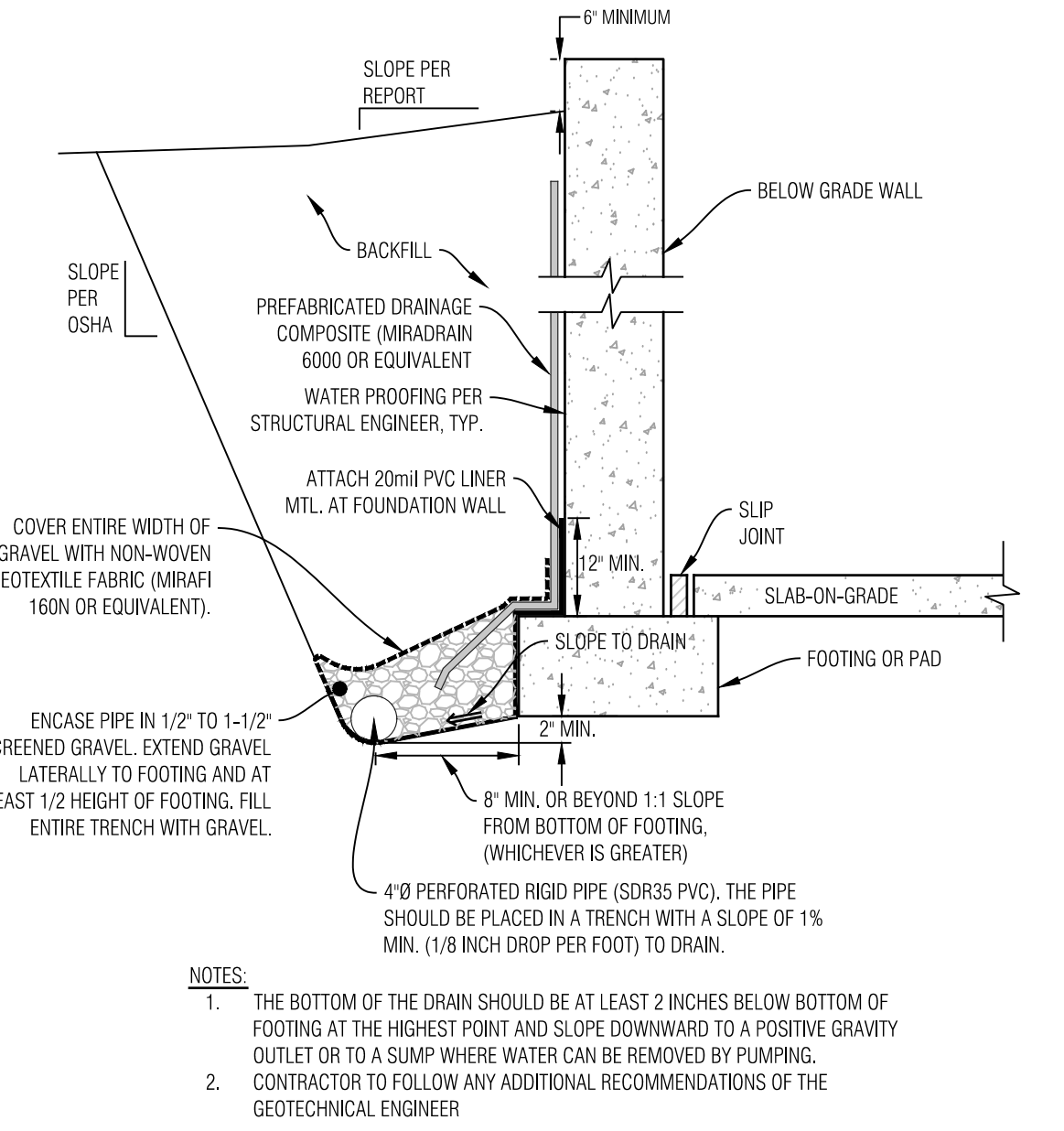
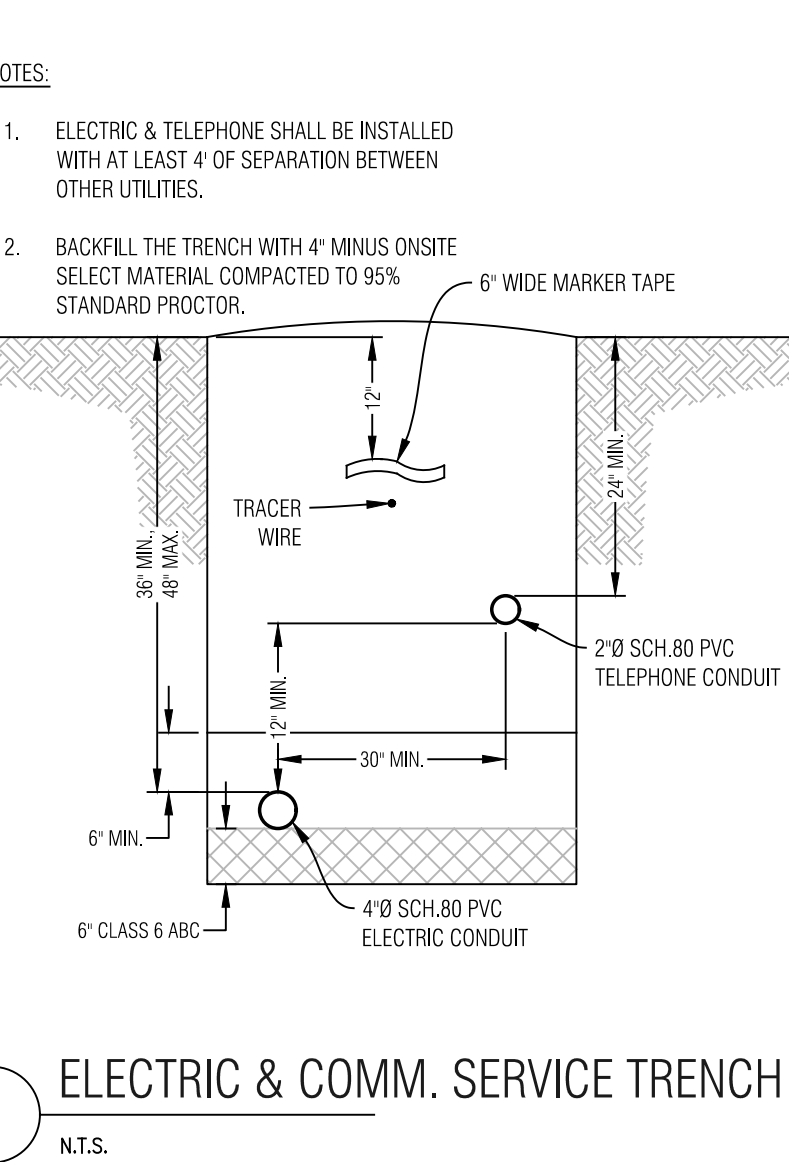
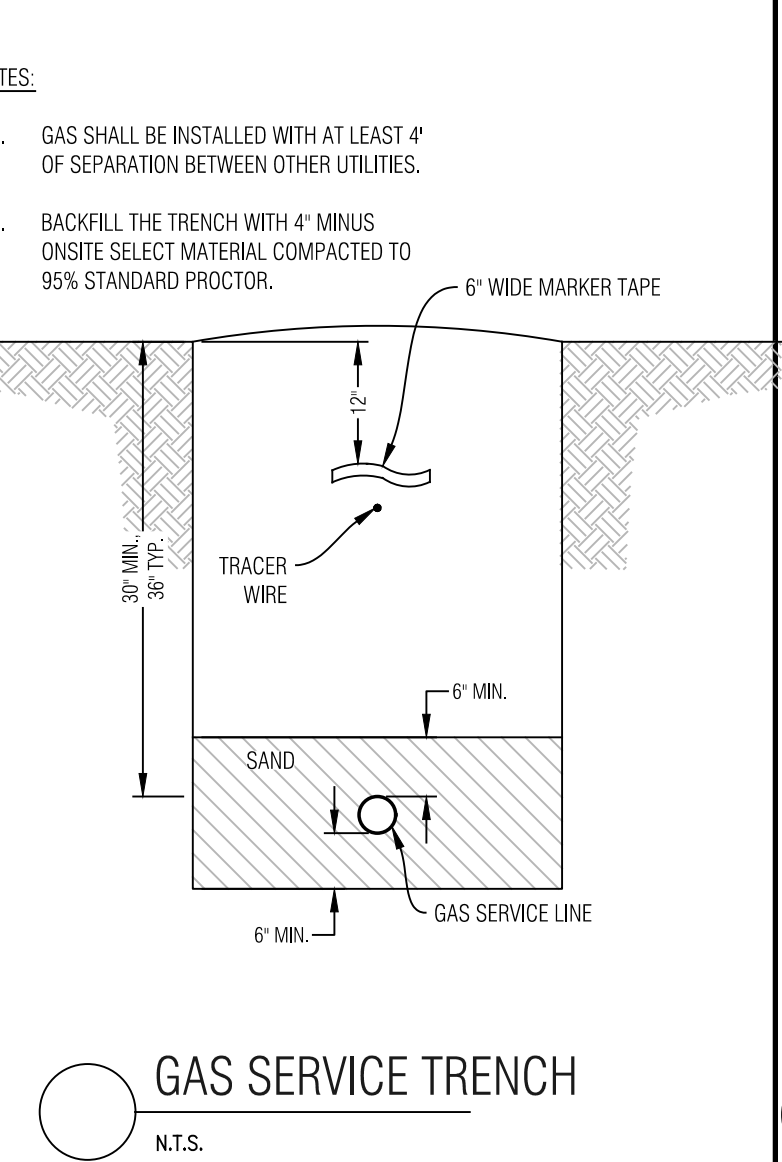
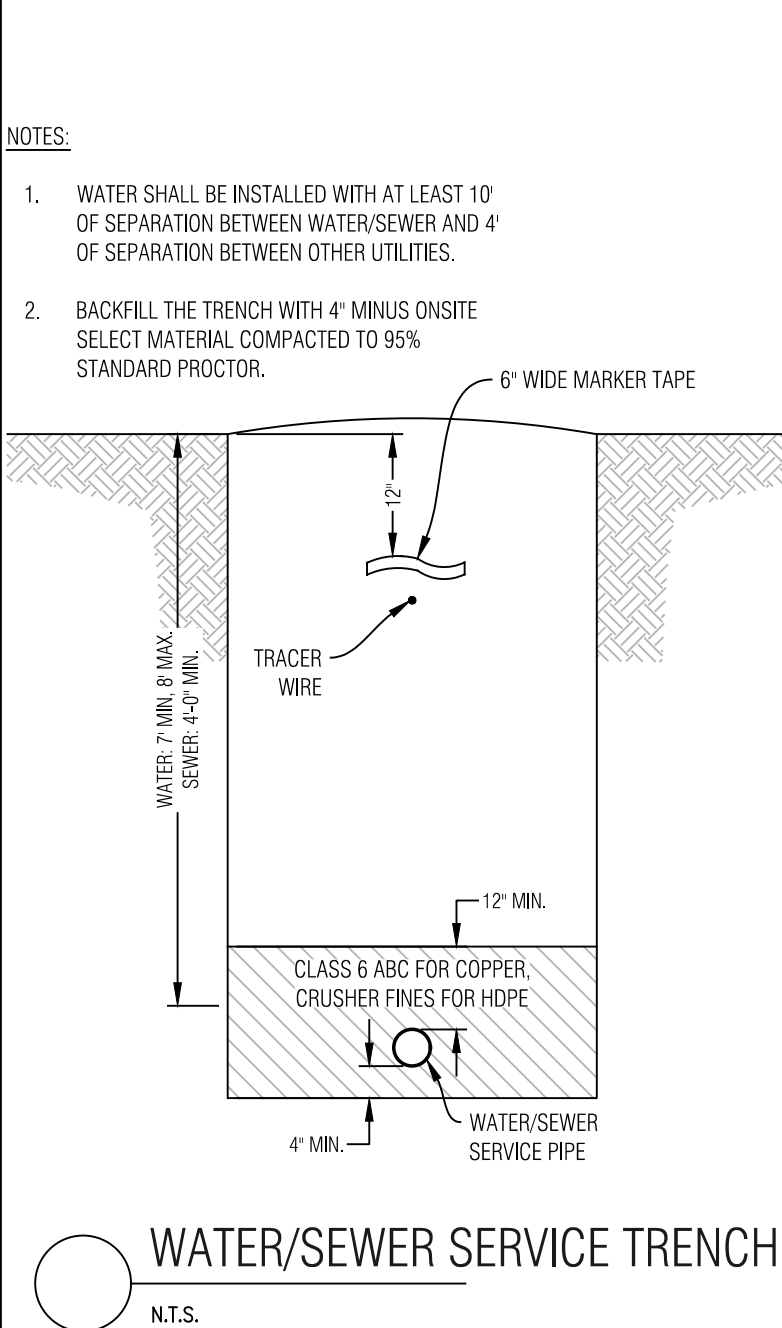
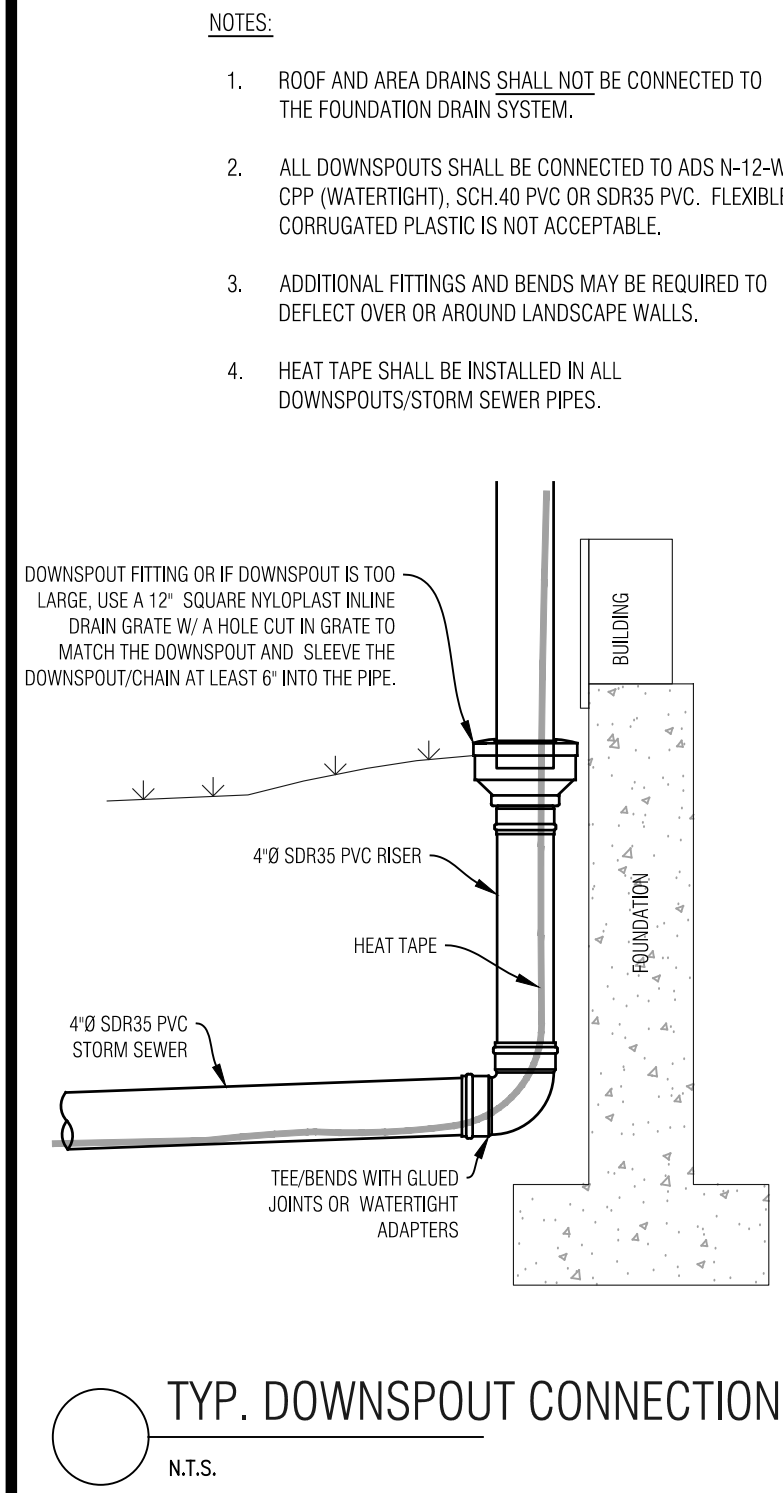
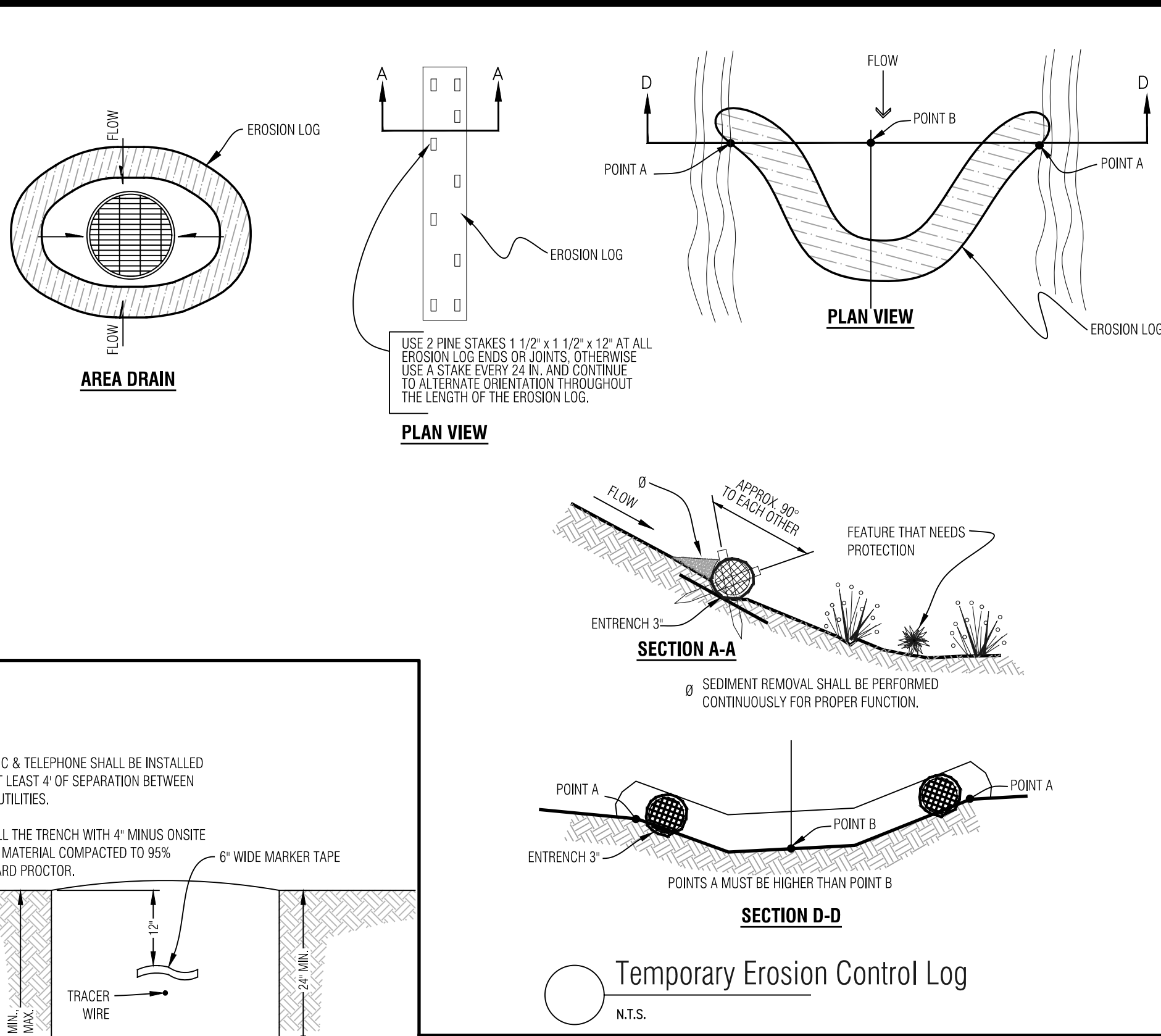
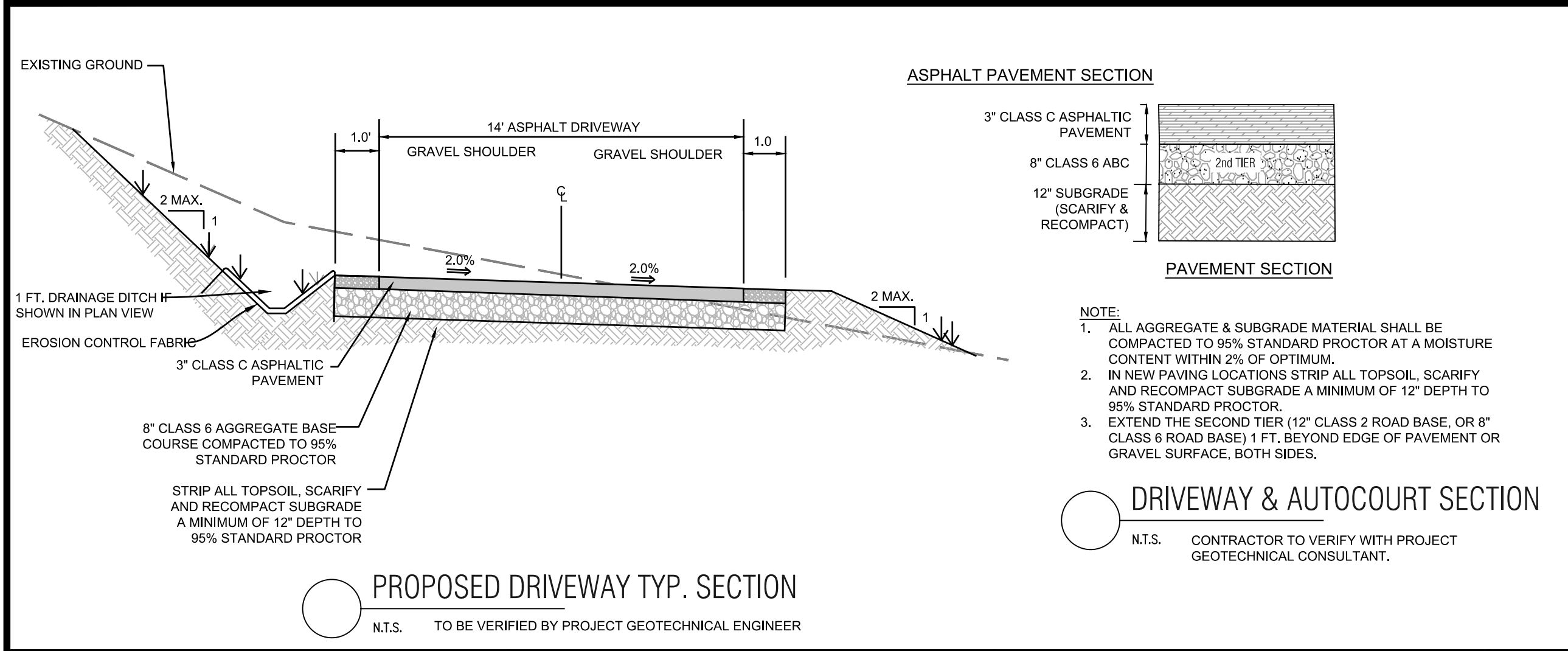
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

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SHEET 4 OF 5 DATE: 08-13-2023

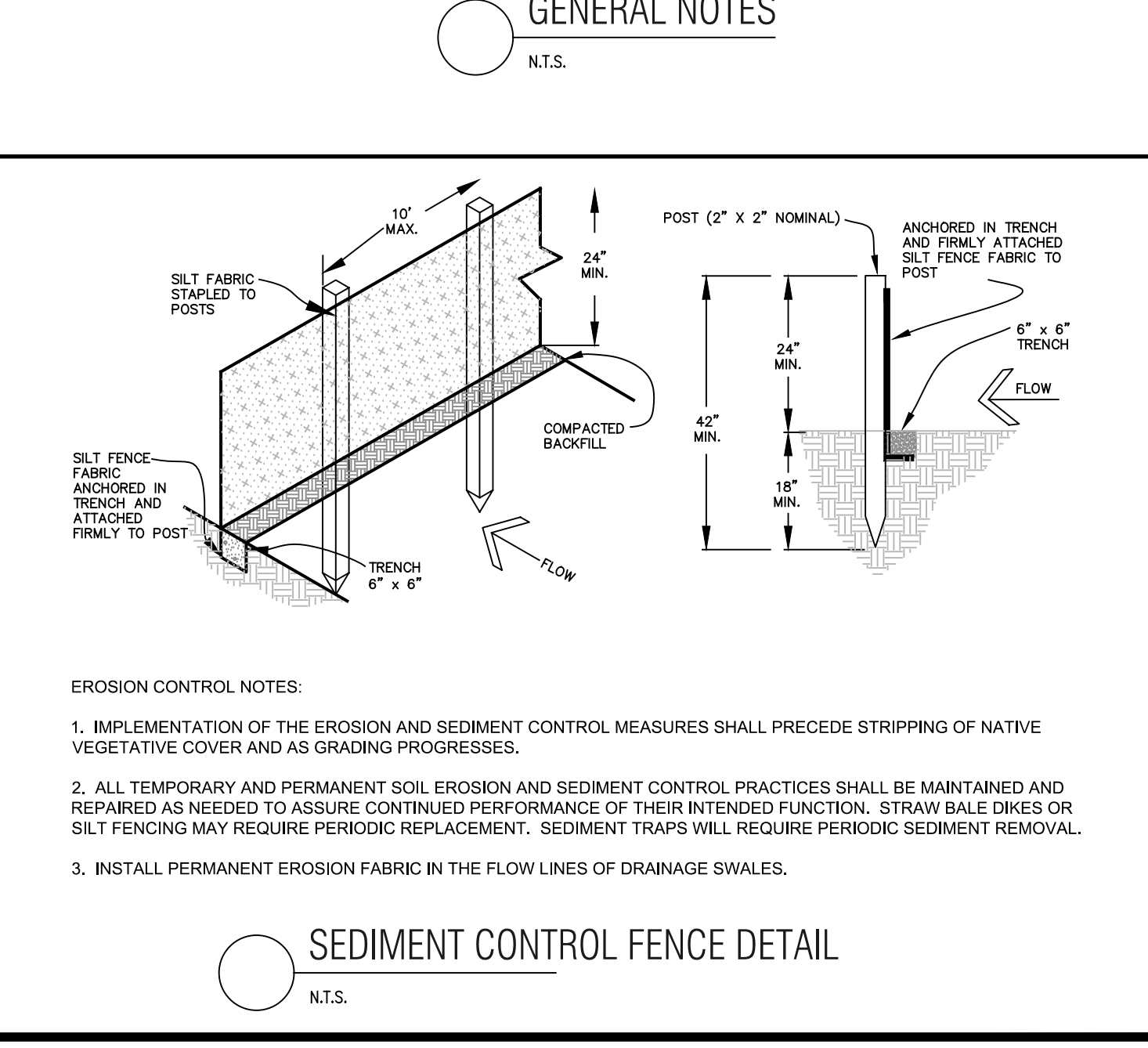
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N:\PROJECTS\2023\23005-Minturn North Individual Lots.dwg, Lot 32 23-01.dwg 6/28/2024 1:36 PM



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



Section 4, Item B.

Boundaries Unlimited Inc.

Civil Engineering
Surveying
& Beyond

923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(770) 945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If Yes: SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION

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

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

TOWN OF MINTURN, COLORADO

Lot 32, Minturn North P.U.D.

Details and Notes

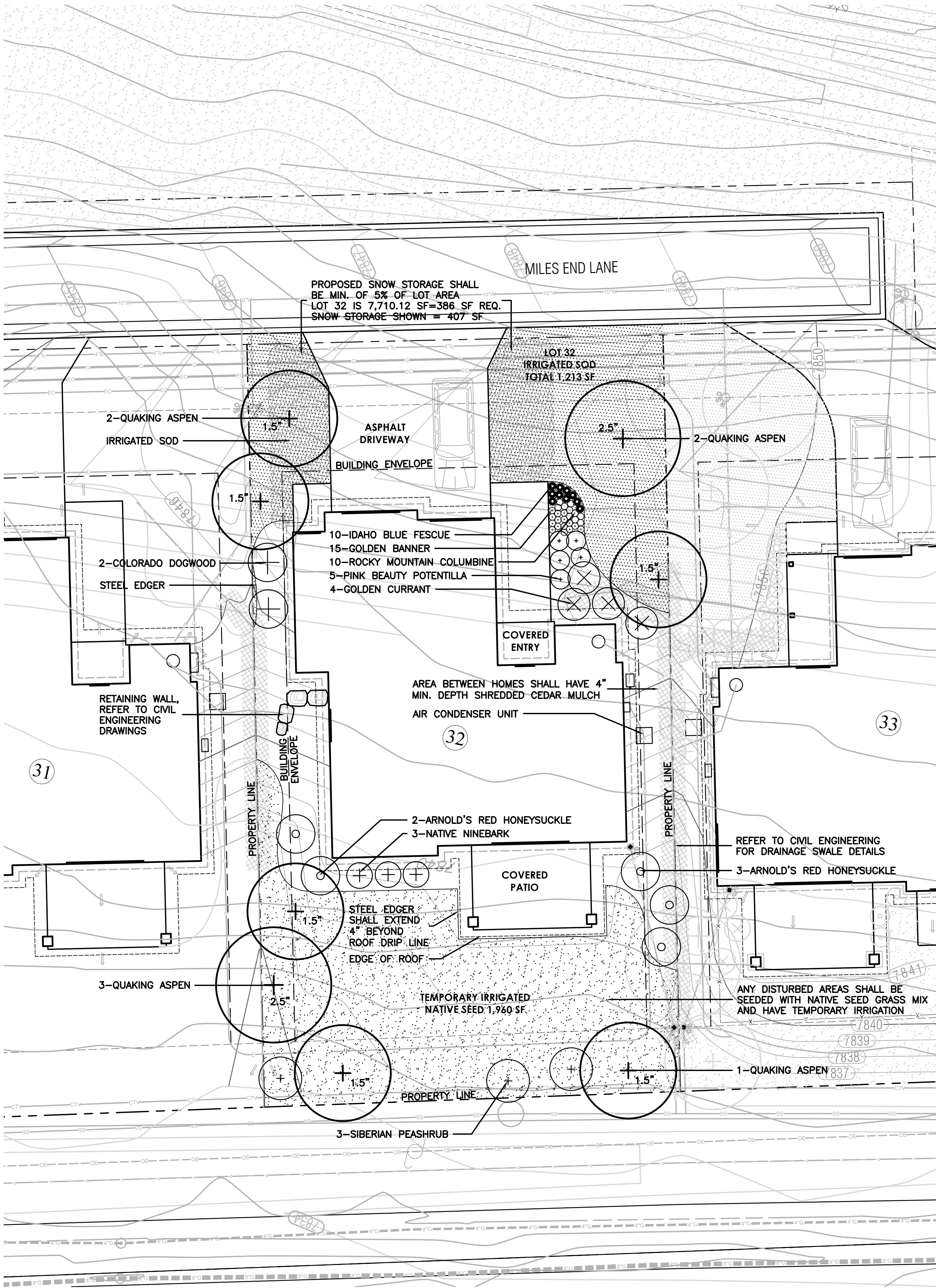
DRB Submittal 6/28/24

By	Revision	Date
	1	6/28/24
	2	
	3	
	4	
	5	
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	8	
	9	
	10	

PROJECT NO. 23005
Designer: **PAH**
Checker: **BUJ**
Date: **6/10/24**

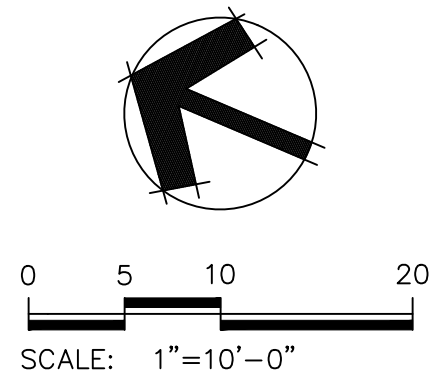
Sheet **C2**

File Name: **mn lot 32 sp-01.dwg**



LEGEND

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



811

Know what's below.
Call before you dig.

LANDSCAPE ARCHITECT:

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

MINTURN NORTH P.U.D.

LOT 32-LANDSCAPE PLAN

TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 28, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
PROPOSED
LANDSCAPE PLAN

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

General Notes and Specifications:

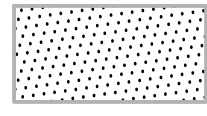
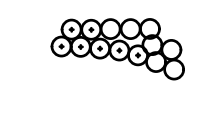
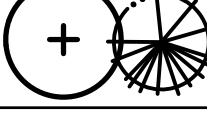
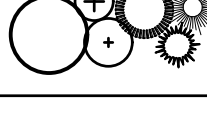
1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed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

Revegetation Notes:

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

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ½ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:		
Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop-Up Spray Irrigation For Bluegrass Sod	1,213 SF
	Permanent micro-spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	8 TREES x 4.5 SF = 36 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,370 SF
	Temporary Spray Irrigation For Native Seed	1,960 SF

IRRIGATION NOTES:

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

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

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

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

NOTES:

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

PROPOSED PLANT MATERIALS LIST

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

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

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
6	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
2	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed

ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)

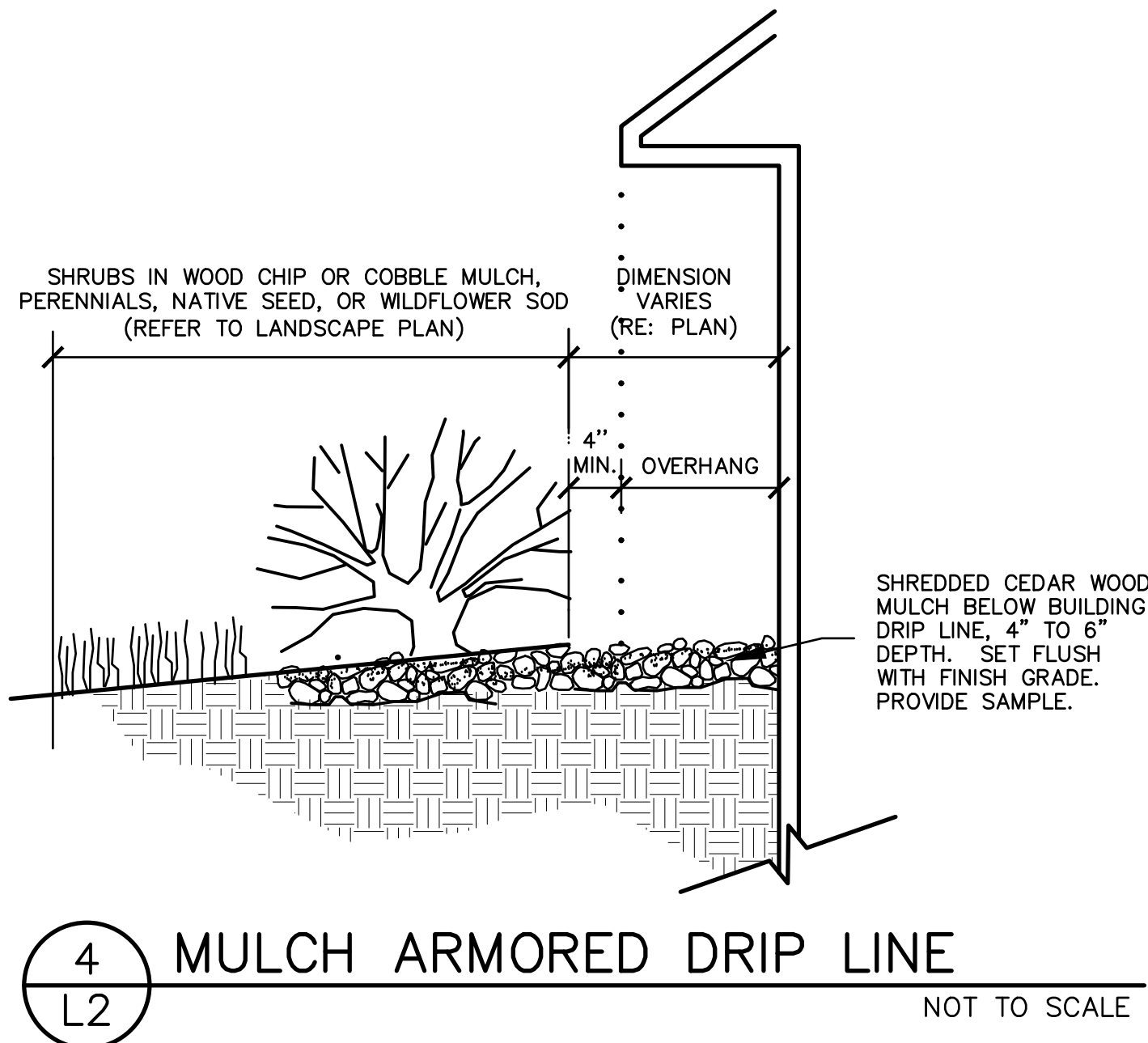
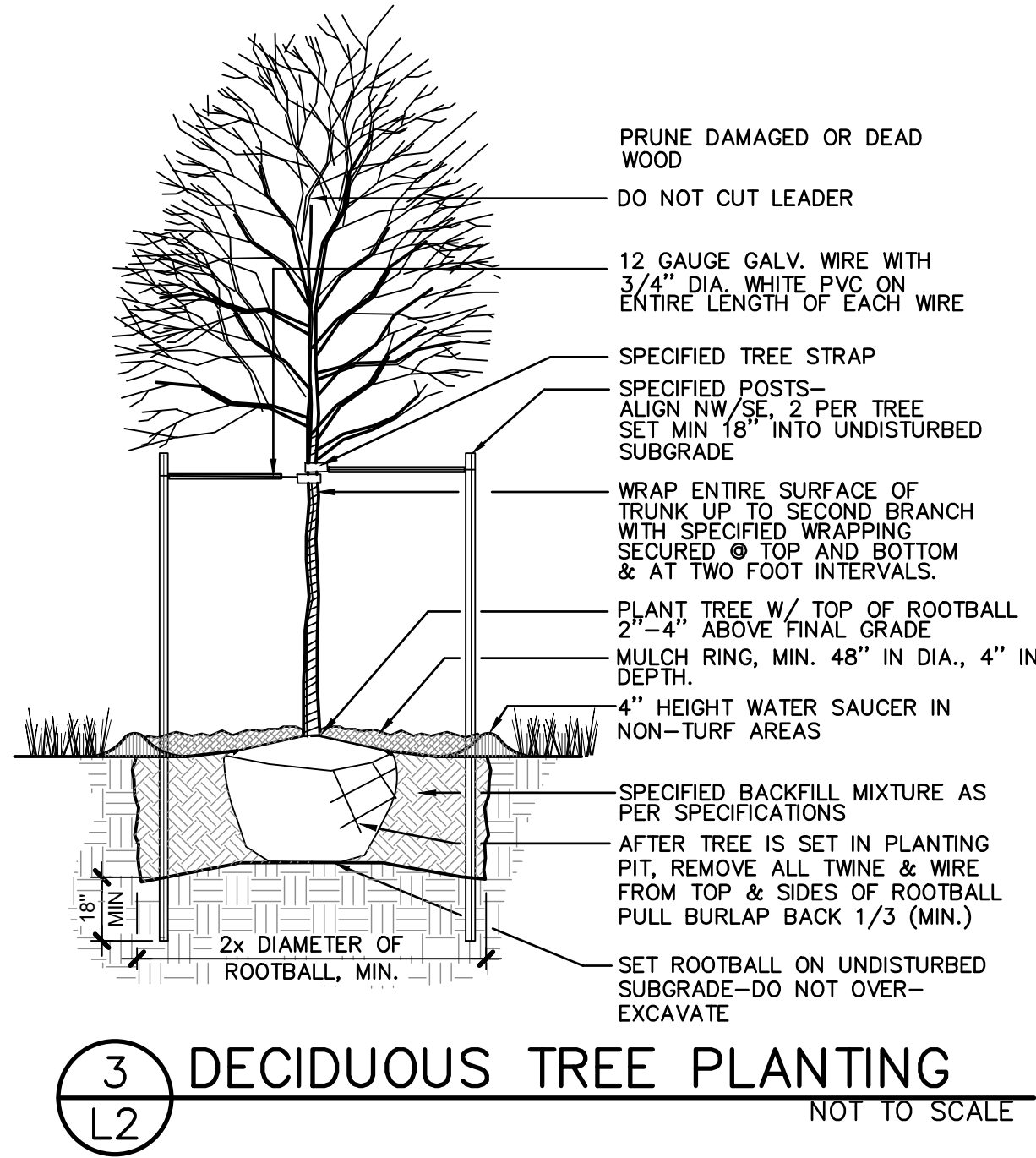
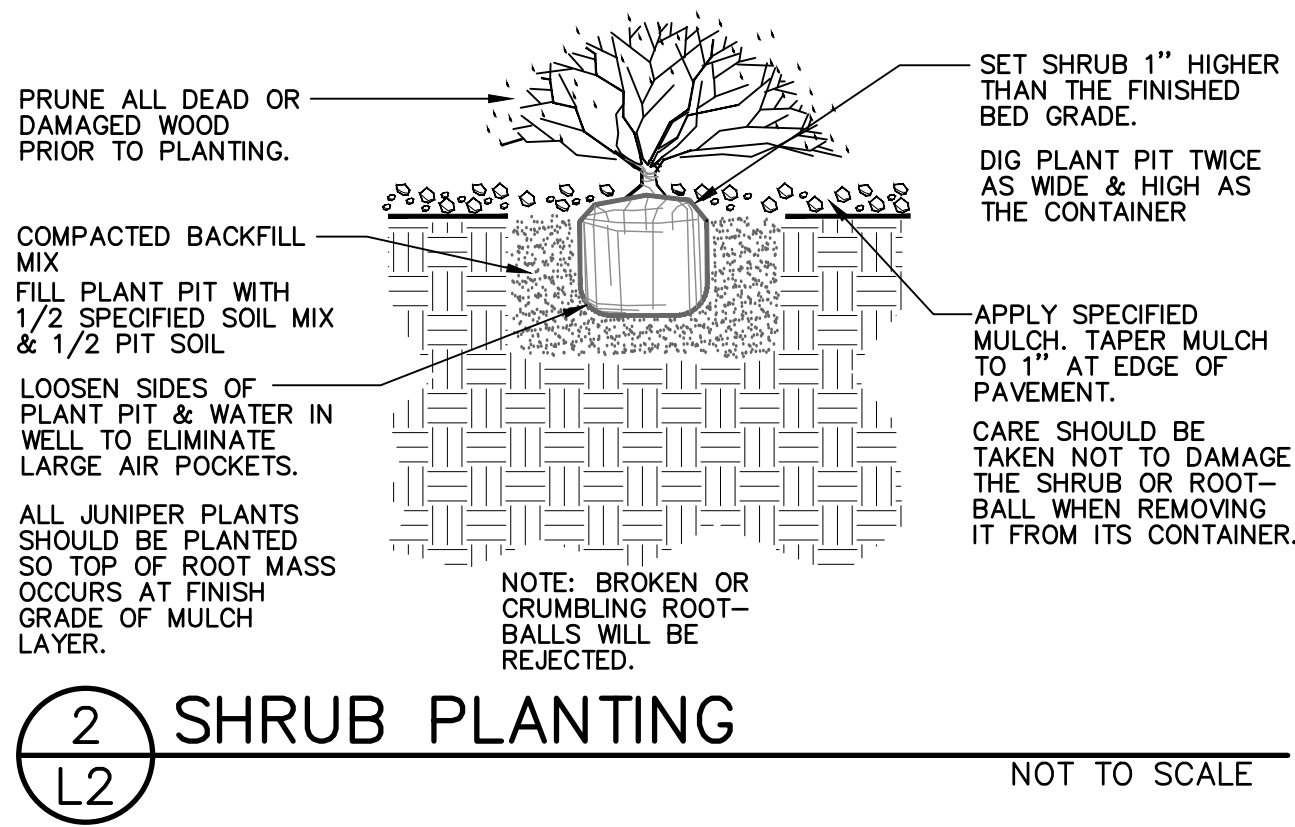
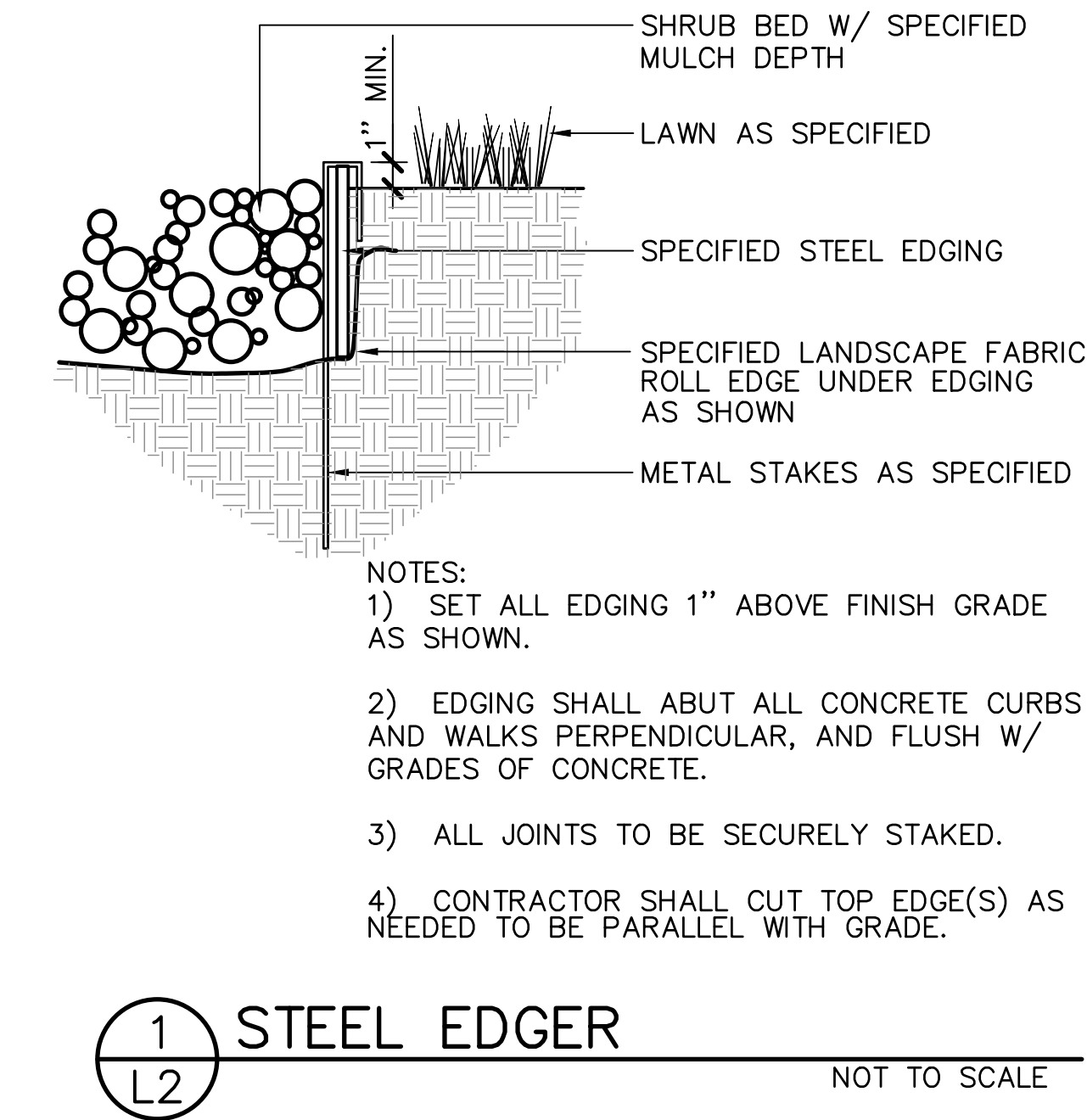
10	Idaho Fescue Grass, Festuca idahoensis 'Siskiyou Blue'	1 & 2	1 gal.	Container Full
----	---	-------	--------	----------------

PERENNIAL FLOWERS (planted @ 12" O.C. spacing)

15	Golden Banner Thermopsis divaricarpa	1 & 2	Flats of 15	
10	Rocky Mountain Columbine Aquilegia coerulea	1 & 2	Flats of 15 or 32	

DECIDUOUS SHRUBS

5	Arnold's Red Honeysuckle Lonicera tatarica 'Arnold's Red'	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
2	Colorado Dogwood Cornus sericea coloradense	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
4	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
3	Native Ninebark Physocarpus monogynus	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.
5	Pink Beauty Potentilla Potentilla fruticosa 'Pink Beauty'	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.
3	Siberian Pea Shrub caragana arborescens	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.



Section 4, Item B.



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

LANDSCAPE ARCHITECT:

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

MINTURN NORTH P.U.D.

LOT 32-LANDSCAPE PLAN

TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 28, 2024
REVISIONS:

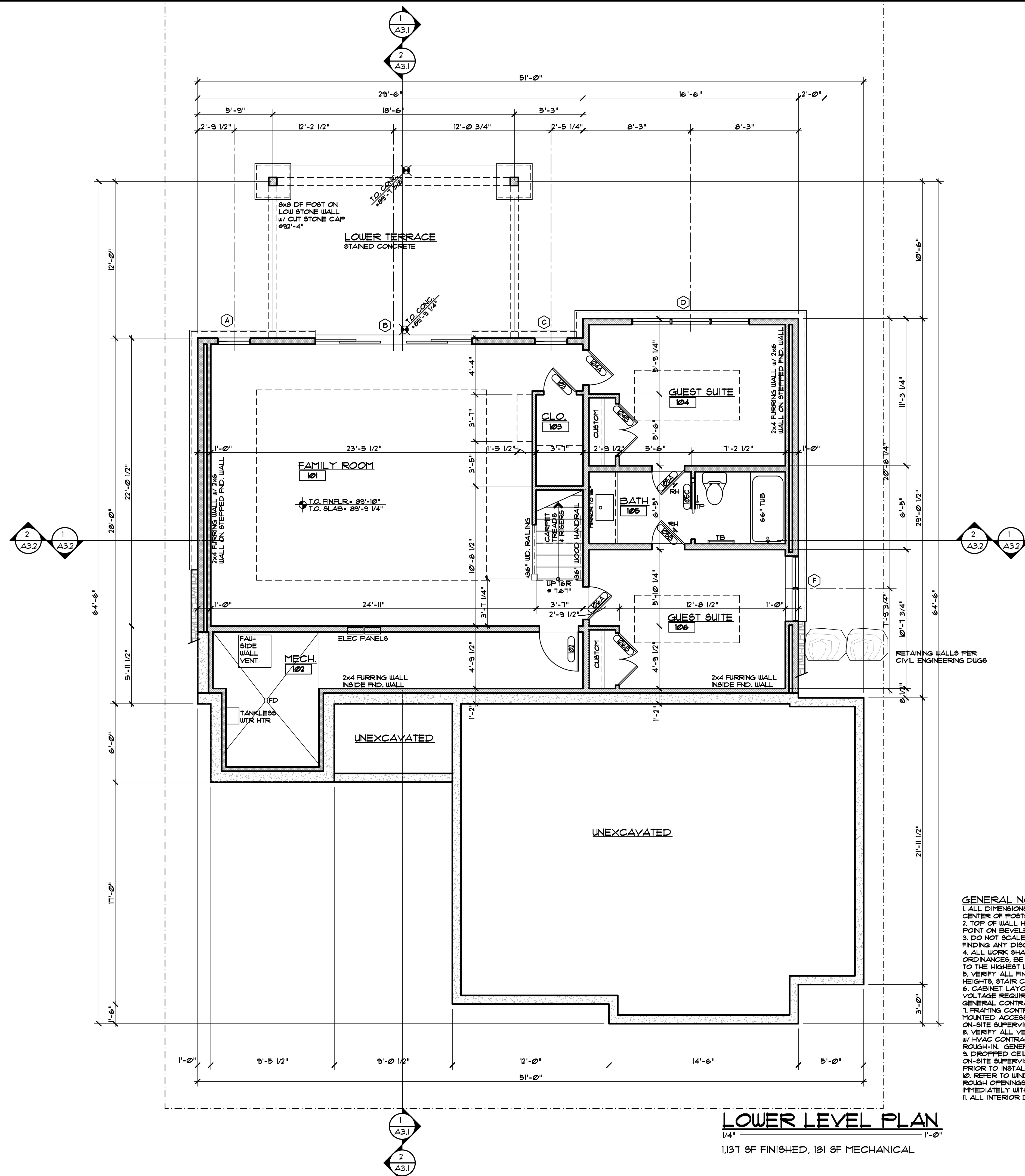
DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE
NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2

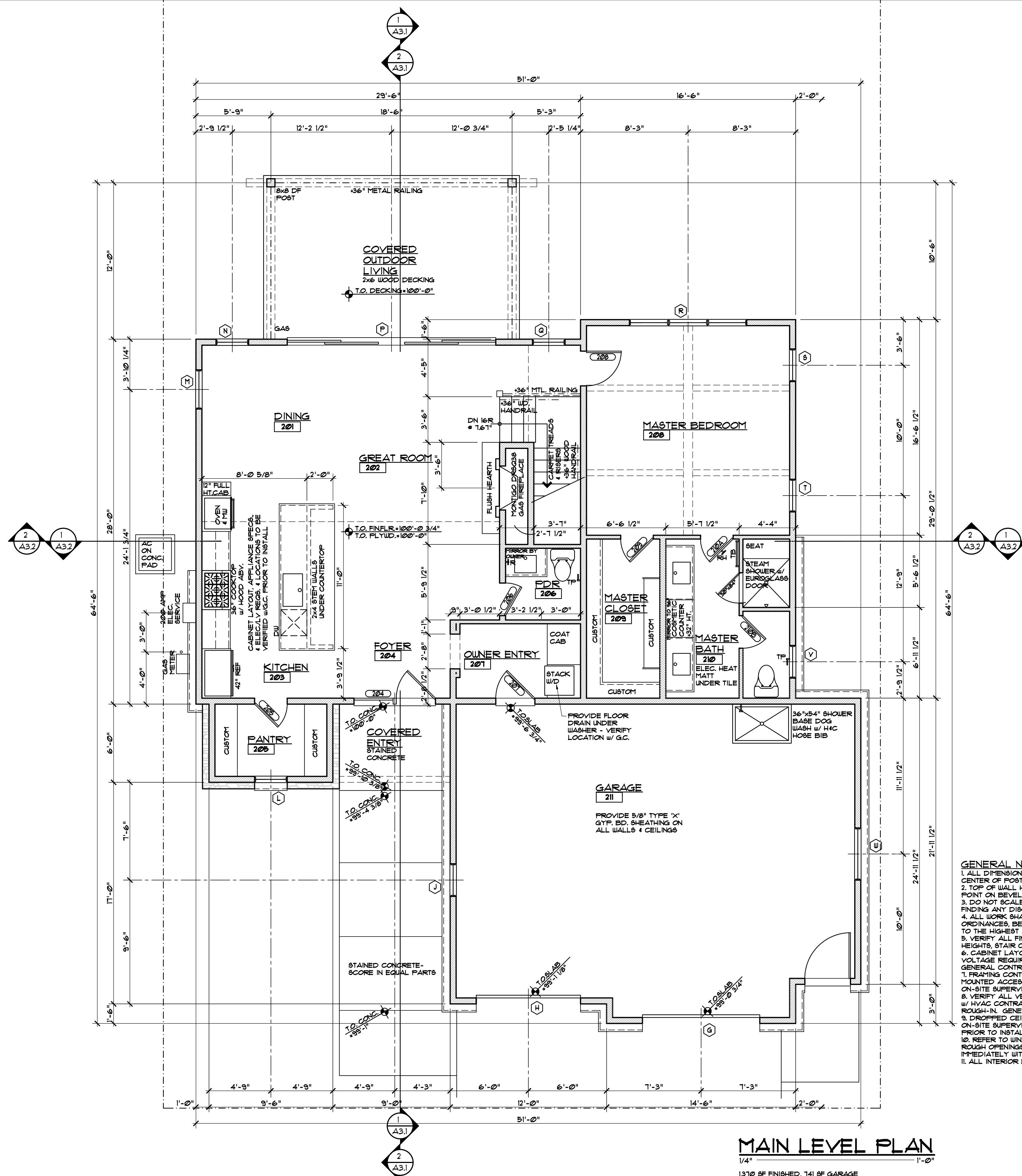
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#	DATE	BY COMMENTS
1	6-28-24	DUE SUBMITTAL SET



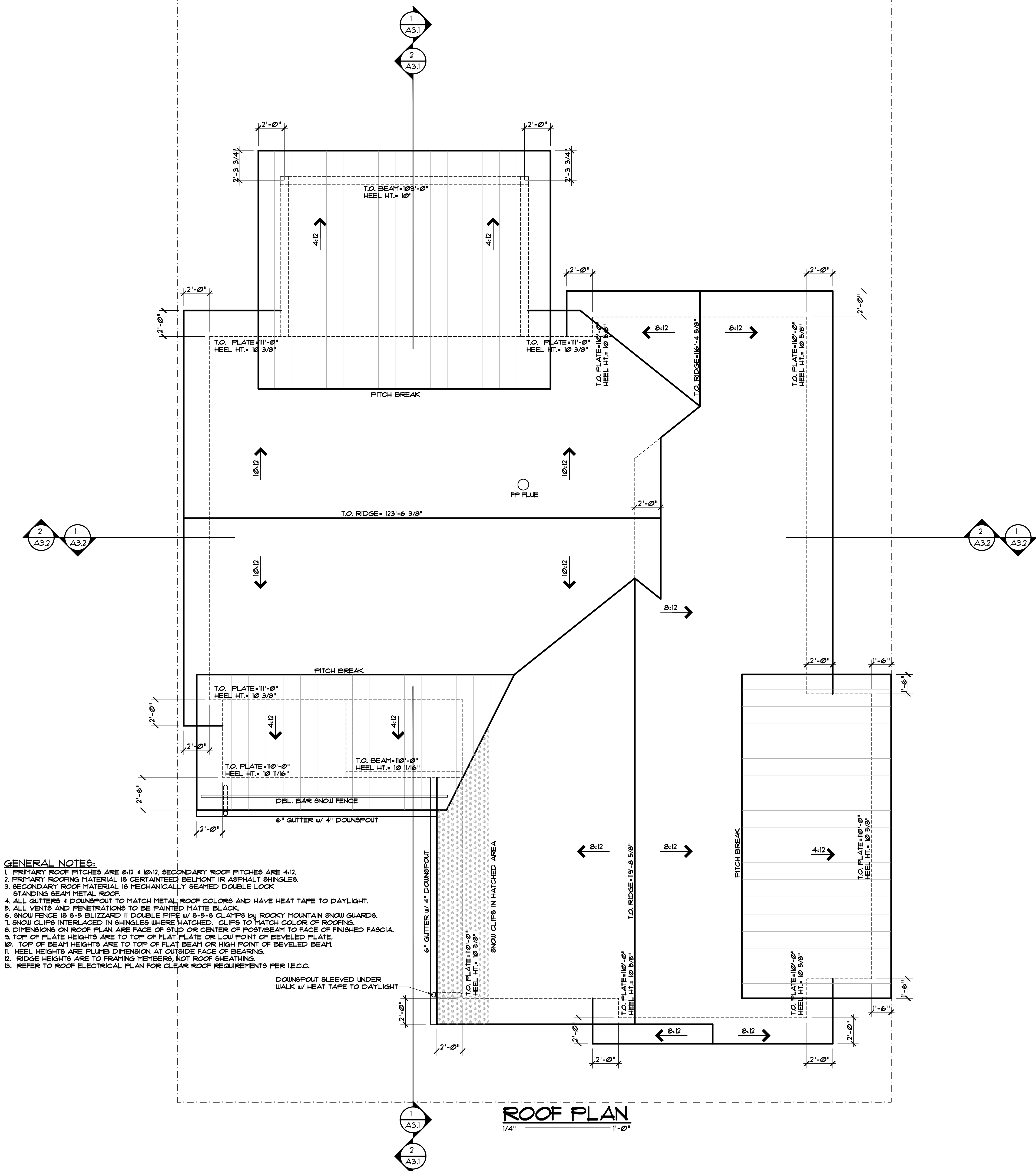
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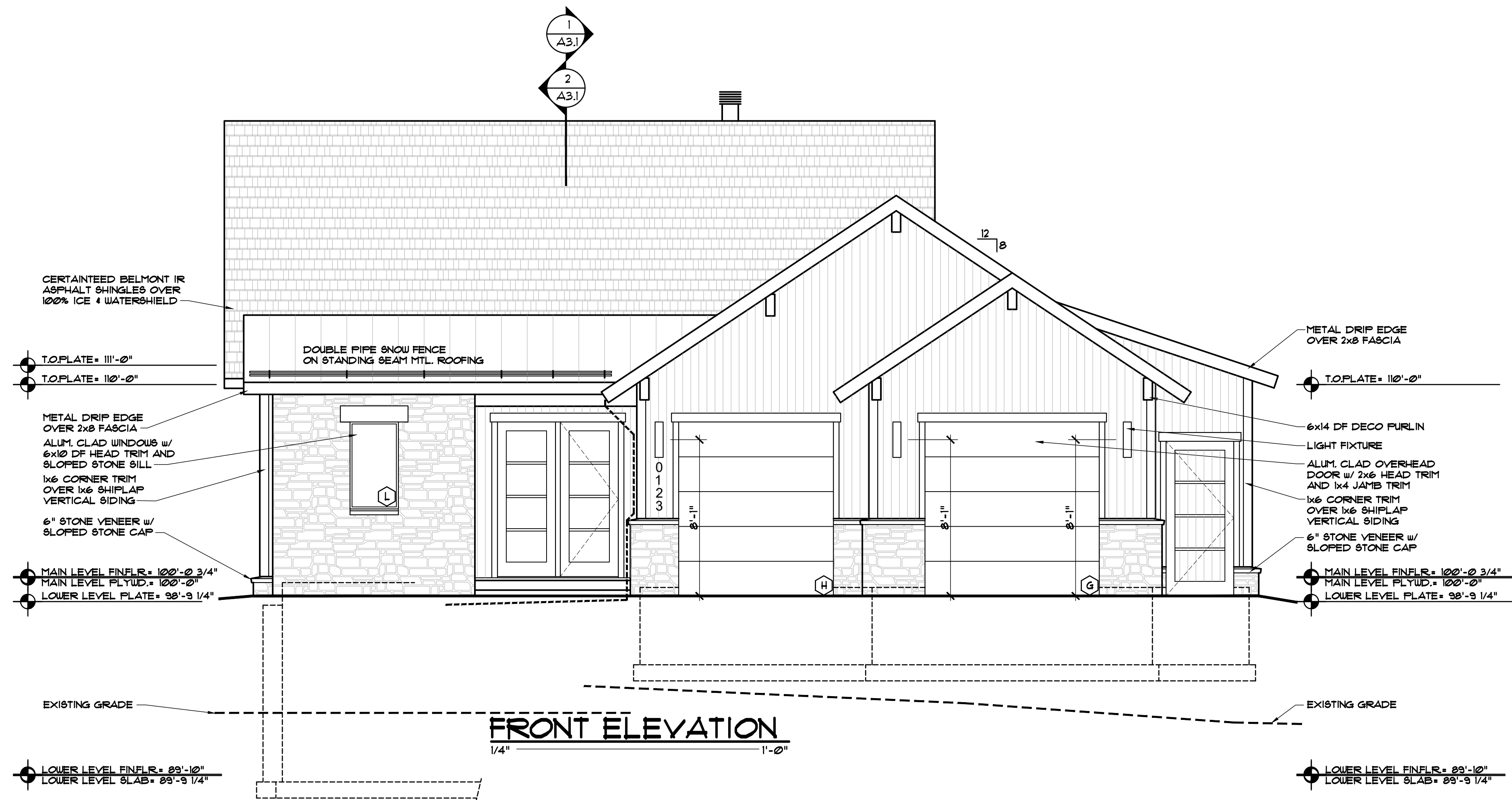
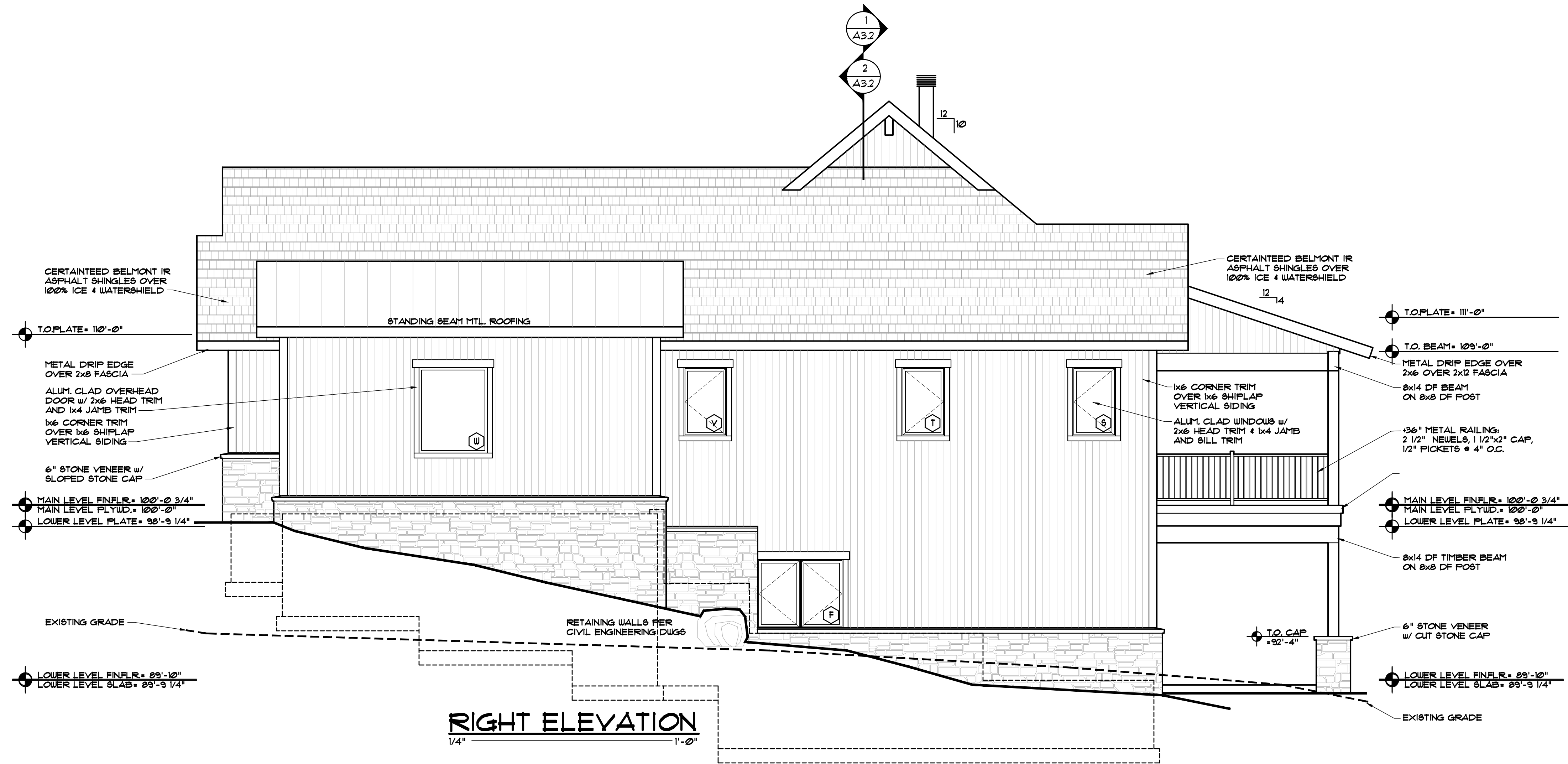


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ISSUED			
#	DATE	BY	COMMENTS
1	6-28-24	DUE	DRB SUBMITTAL SET



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



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

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

SCHORR
LOT 32
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L32

#	DATE	BY	COMMENTS	#	DATE	BY	COMMENTS
1	6-28-24			1	6-28-24		

A2.1

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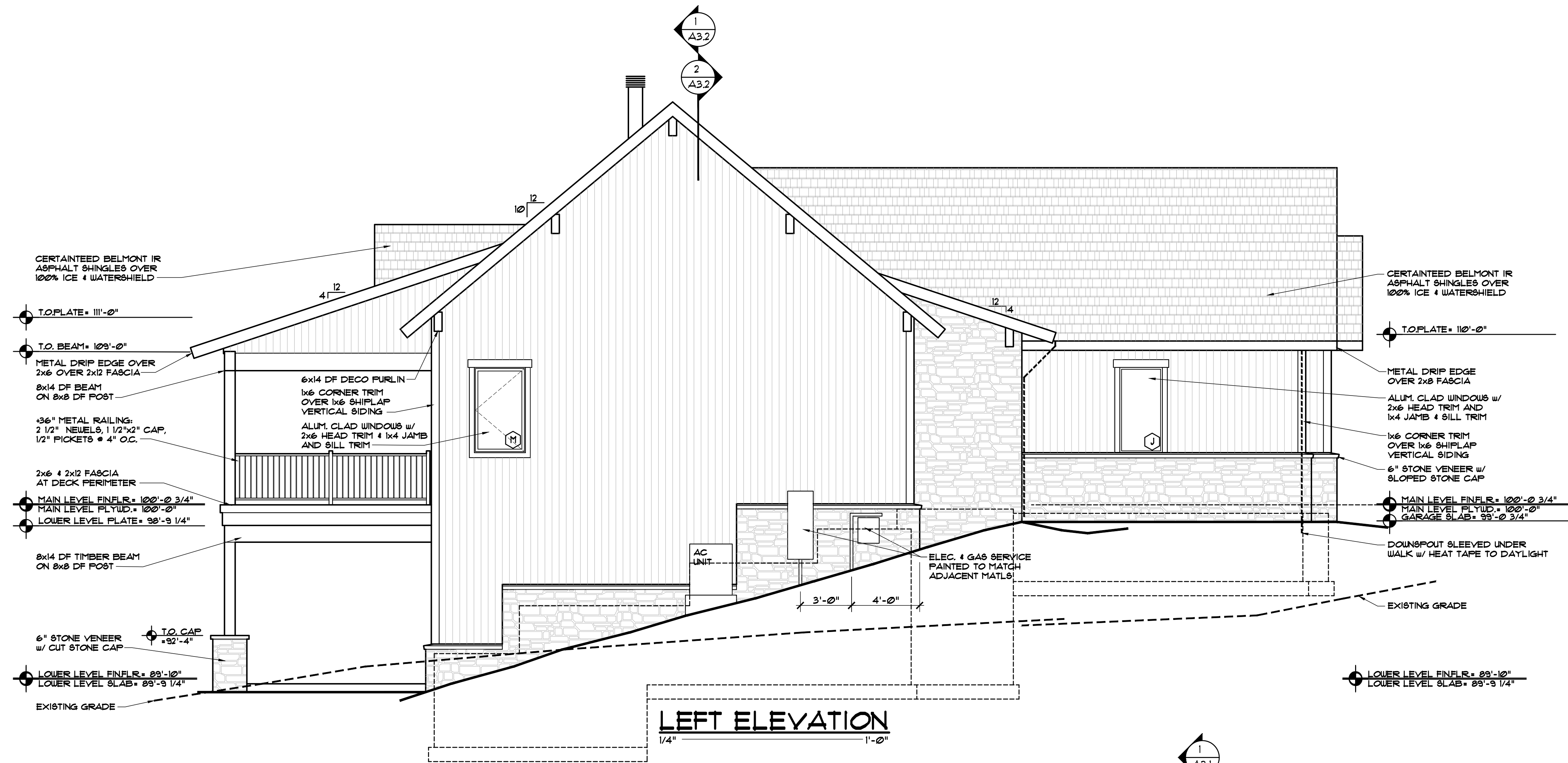
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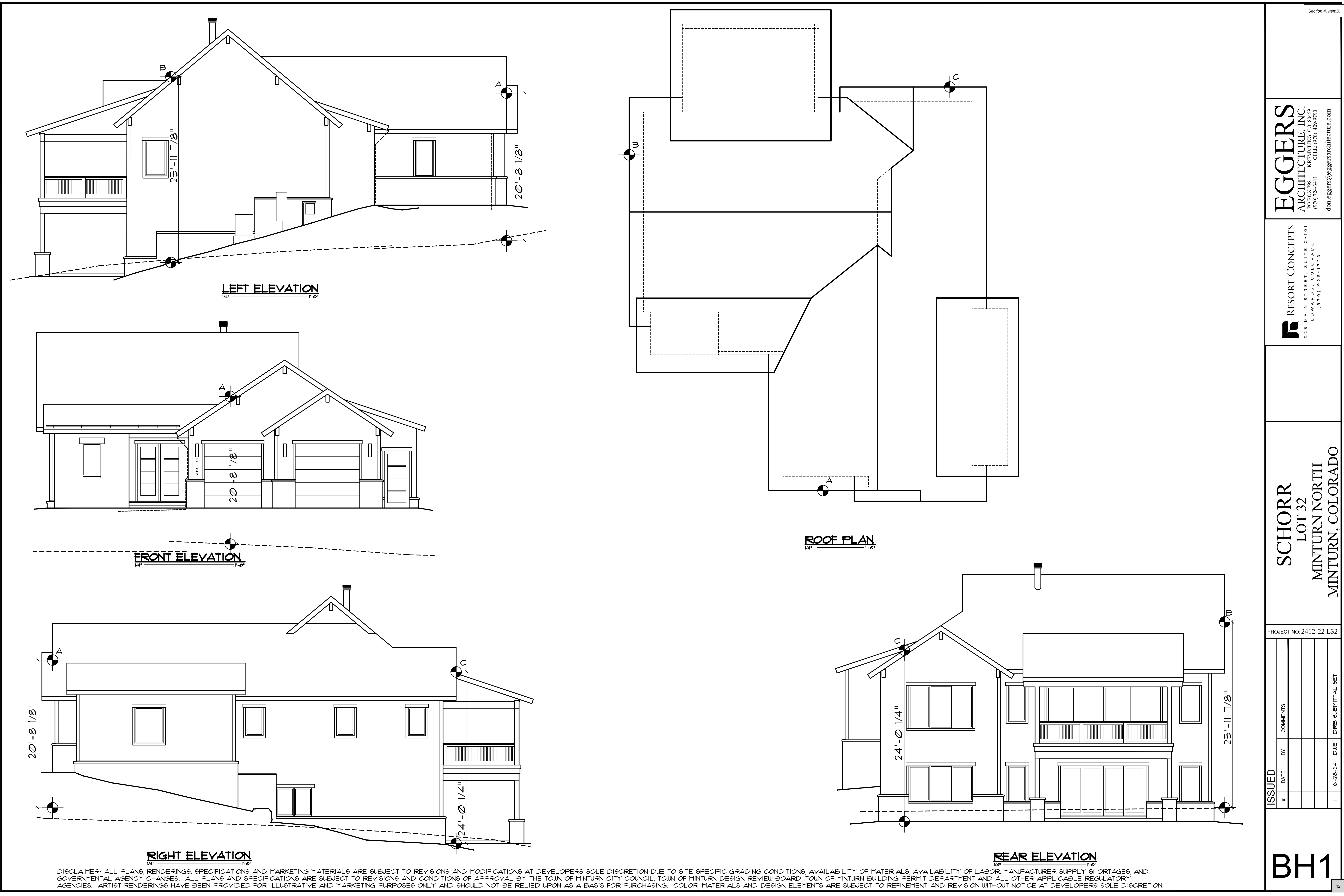
PROJECT NO: 2412-22 L32

#	DATE	BY	COMMENTS	ISSUED	DUE	DREB SUBMITTAL SET
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SCHORR
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MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L32

ISSUED		COMMENTS	
#	DATE	BY	
1	6-28-24	DUE	DRG SUBMITTAL SET

BH1

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



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

Design Review Board Hearing

Final Plan Review for New Home

0031 Miles End Lane

Hearing Date:	August 14, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Blair Eklund
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 31
Address:	0031 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	Approval

Staff Report

I. Summary of Request:

The Applicant, Blair Eklund, requests Final Plan review of a new, four-bedroom, 4,356 (gross) square foot single-family residence located at 0031 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant’s representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans

The plans show a two-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet and 4 and 5/8 inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

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

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

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

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

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

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

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

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

Design Review Process

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

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

- (2) *Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:*
- a. The proposal's adherence to the Town's zoning regulations.*
 - b. The proposal's adherence to the applicable goals and objectives of the Community Plan.*
 - c. The proposal's adherence to the Design Standards.*
- (3) *Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:*
- a. That the proposal is in conformance with the Town zoning regulations.*
 - b. That the proposal helps achieve the goals and objectives of the Community Plan.*
 - c. That the proposal complies with the Design Standards.*

Staff suggests that the final plans for 0031 Miles End Lane meet or can be revised to meet the required findings ‘a,’ ‘b,’ and ‘c’ or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

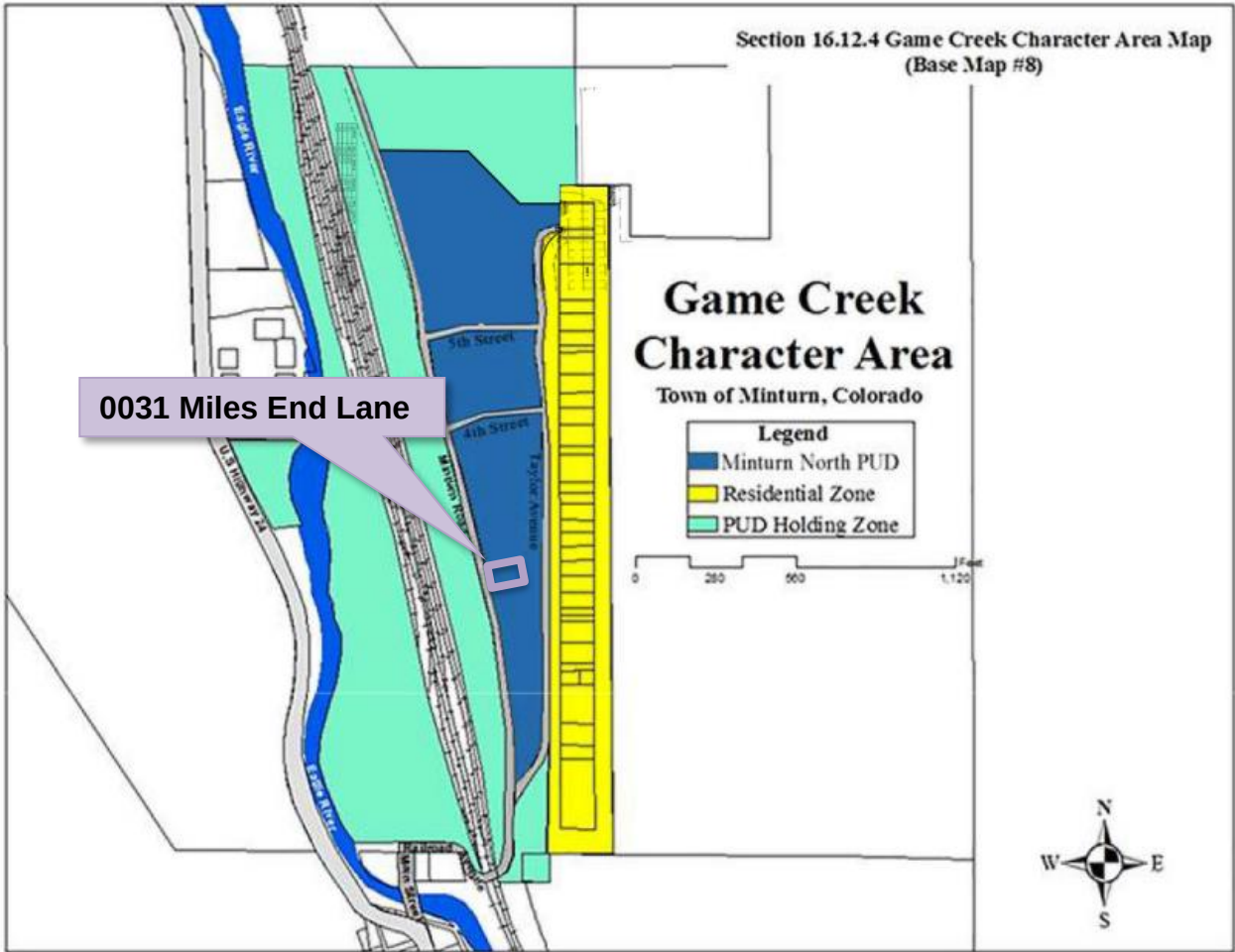
Zoning

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

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

Rest of page left intentionally blank

Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

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

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	7,753.68 sq. ft.	7,753.68 sq. ft. (.178 ac.)
Maximum Building Height:	28 feet	27 feet – 4 5/8 inches
Minimum Front Setback:	20 feet	20+ feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10 feet

Maximum Lot Coverage:	50% (3,876.84 sq. ft.)	2,859 sq. ft. (36.87%) Proposed
Maximum Impervious Coverage:	60% (4,652.21 sq. ft.)	3,435 sq. ft. (44.30%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (7,753.68 sq. ft. x .05 = 387.68 sq. ft.)	445 sq. ft.
Parking:	4 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design

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

Final Site, Grading and Drainage Design

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

Mass and Form

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

“c. Massing and Scale

“A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.

“Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.”

-Town of Minturn Design Guidelines

Staff Response:

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

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

V. Items of Note:

Staff has flagged no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0031 Miles End Lane generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix ‘B’) of the Minturn Town Code.

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

July 26, 2024

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

Re: 31 Miles End Lane
Lot 31, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled *“Eklund Residence; Lot 31, Minturn North, Minturn Colorado”* prepared July 12, 2024, by Eggers Architecture Inc.(Plans) included in the DRB application for Lot 31, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

Paragraphs a through e:

“Final Plat: Minturn North PUD” recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through i:

Sheet C.4 of the *“Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24”* prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.4 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:

Sheet BH1 provides Building height information necessary for Planning Staff review.

VAIL VALLEY OFFICE

30 Benchmark Road, Suite 216 | 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: 31 Miles End Lane
Lot 31, Minturn North PUD
DRB Submittal Review
Project No. 24-0001

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

Sheet C1 of the Plans "*Lot 31, Minturn North PUD; Site Grading and Drainage Plan*" prepared July 12, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

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

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

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

July 24, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Eklund Residence
Lot 31 Minturn North – 0031 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

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

Lot 31 is located at 0031 Miles End Lane on a downhill sloping undisturbed vacant lot which drops in elevation approximately 6' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

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

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

Sincerely,

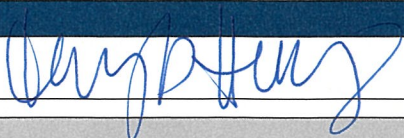


Taylor Hermes
512.468.3012



DESIGN REVIEW APPLICATION

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

Project Name:			
Minturn North – Eklund Residence			
Project Location			
Street Address: 31 Miles End Lane			
Zoning: Residential		Parcel Number(s): 2103-262-30-035	
Application Request:			
Design review of new single-family home			
Applicant:			
Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC			
Mailing Address: PO Box 2633 Edwards, CO 81632			
Phone: 970-926-1720		Email: THermes@ResortConceptsCO.com	
Property Owner:			
Name: Blair Eklund			
Mailing Address: 1334 Silver Rock Lane Evergreen, CO 80439			
Phone: 720-438-8870		Email: Beklund@gmail.com	
Required Information:			
Lot Size: 0.178 acres	Type of Residence (Single Family, ADU, Duplex) SFH	# of Bedrooms 4	# On-site Parking Spaces 4
# of Stories: 2	Snow storage sq ft: 445 sf	Building Footprint sq ft: 2,859 sf	Total sq ft Impervious Surface: 3,435 sf
Signature:			
 7/24/24			
Fee Paid: _____ Date Received: _____ Planner: _____			

DESIGN REVIEW APPLICATION**SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)**

Applicant Staff

☒☐**Application Fee** (Non-Refundable application fee shall be collected)

- Design Review Board - \$200.00

☒☐**Letter of Intent**

-- What is the purpose of the project including;

☒☐

- Relevant Background

☒☐

- Current Status of the Site

☒☐

- All Proposed Uses and Structures

☒☐

- How the Proposal Differs from what already exists

☒☐

- Information regarding Easements or Dedicated Tracts, etc.

☒☐**Vicinity Map**

-- Directional Map indicating how to get to the Property involved in the request.

☒☐

- Zoning of Property

☒☐**Site Plan showing Precise Nature of the Proposed Use –**☒☐**To Scale**☒☐

- Scaled Drawings of Proposed Design of Structure

☒☐

- Plan View and Sections

☒☐

- Building Heights – all 4 directions N/S/E/W

☒☐

- topography

☒☐

- Building Location and impervious coverage

☒☐

- Setbacks

☒☐

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

☒☐

- Parking Plan

☒☐

- Traffic Circulation

☒☐

- Location and Width of Existing and Proposed Access Points

☒☐

- Location of Existing Driveways and Intersections

☒☐

- Landscaped Area – Plan including existing and proposed vegetation.

☒☐

- Approximate Location of Existing Wooded Areas and Rock Outcrops

☒☐

- Location and Type of Existing and Proposed Easements

☒☐

- Utility Easements

☒☐

- Drainage Features

☒☐

- Snow Storage areas expressed in square feet as a percentage of the overall site area

☒☐**Preliminary Building Plans and Elevations**☒☐

- Indicates Dimensions

☒☐

- General Appearance

☒☐

- Scale

☒☐

- Interior Plan for the Buildings

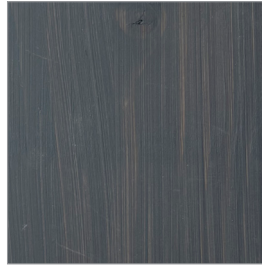
☒	☐	Elements needed on the Site Plan
☒	☐	• Scale
☒	☐	• North Arrow
☒	☐	• Date Prepared
☒	☐	• Lot Dimensions, Area, Entire Site Acreage
☒	☐	Architecture Details – Materials Board
☒	☐	• Windows – Placement and Color
☒	☐	• Doors – Placement and Color
☒	☐	• Siding – Type and Color
☒	☐	• Roof Material – Type and Color
☒	☐	• Paint Color
☒	☐	Boundary Survey with a stamp and signature of a licensed surveyor
☒	☐	• Date of survey (survey date must be within 6 months of the project application date)
☒	☐	• Right-of-way and property lines; including bearings, distances and curve information.
☒	☐	• Labeled ties to existing USGS benchmark.
☒	☐	• Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
☒	☐	• All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
☒	☐	• Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
☒	☐	• Topographic conditions at two-foot contour intervals.
☒	☐	• Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
☒	☐	• Rock outcroppings and other significant natural features.
☒	☐	• All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
☒	☐	• Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
☒	☐	• Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.
☒	☐	Grading and Drainage Plan
☒	☐	• Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
☒	☐	• Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
☒	☐	• Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
☒	☐	• Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
☒	☐	• Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
☒	☐	• Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
☒	☐	• Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



Fascia, Columns & Railing
Color: Custom Stain



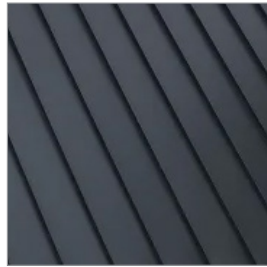
Vertical Siding & Soffits
1"x8" – Butt Joint, Smooth
Color: Custom Stain



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont
Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Matte Black



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



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



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



Entry Door
Solid Wood
Color: Custom Stain



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

PERSPECTIVE 1



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

MINTURN NORTH - LOT 31

DRB DESIGN REVIEW - 3D VIEWS
JULY 19, 2024

EGGERS ARCHITECTURE, INC. AXIS DESIGN

RESORT CONCEPTS

PERSPECTIVE 2



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

MINTURN NORTH - LOT 31

DRB DESIGN REVIEW - 3D VIEWS
JULY 19, 2024

EGGERS ARCHITECTURE, INC. AXIS DESIGN

RESORT CONCEPTS

JULY 12, 2024



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

C

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of March, 2024, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

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

BY:

MAYOR
TOWN OF MINTURN, COLORADO

ATTEST:

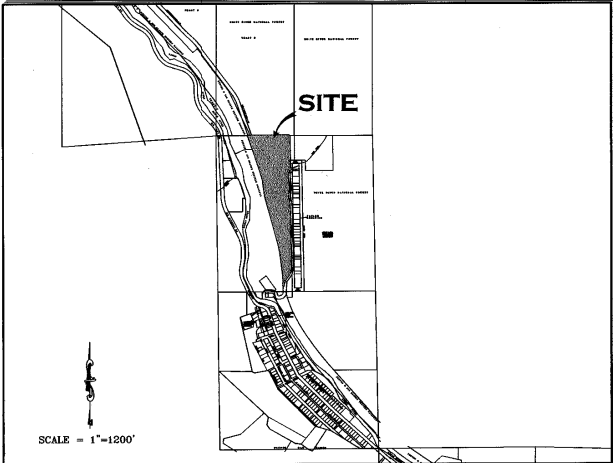
TOWN CLERK
TOWN OF MINTURN, COLORADO

LAND USE TABLE

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

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

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



GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- The purpose of this Final Plat is to create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
- Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
- Survey Date: December, 2022 through July 2023.
- Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC30450645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201400764 along with plats and survey monumentation referenced herein (to include the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitment referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain certain restrictions or other survey or platting related issues.
- Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
- Item 11 & 12 - Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
- Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
- Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
- Item 15 - Does not effect these Platted lands but references conveyance of portions of Taylor Addition to the Town of Minturn.
- Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
- Item 17 & 18 - Does not effect subject Parcel.
- Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined herein.
- Item 20 - Does not effect these Platted lands. (k.a. subject parcel)
- Item 21 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
- Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner herein.
- Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
- Item 29 - Parcel is subject to 190440 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has to be have been Terminated prior to the Recording of this Plat.
- These platted lands are subject to:
 - The Minturn North P.U.D. Guide recorded as Reception no. 202402232
 - The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated herein as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489.

PERTAINING TO HEREON CREATED EASEMENTS:

- the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress.
 - a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated herein as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

GENERAL NOTES CONTINUED:

- Continued...
 - Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non-vehicular access.
 - Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq.
- FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
- the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
 - a non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Parking, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iv) Landscaping use, and maintenance.
 - a non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage, Landscape and Trail Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iv) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - a non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
 - a non-exclusive Trail Easement on, over, under, above, across and through those areas designated herein as "Trail Easement" for the purpose of i) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4 Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, or use. Maintenance of any path improvements within the "4 Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Public Utility and Drainage Easement", as shown in Tract C, on sheet 2 of 5, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

SURVEYOR'S CERTIFICATE

I, Matthew S. Slagle, do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado, that this Subdivision Plat is a true, correct and complete plat of MINTURN NORTH P.U.D., as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights-of-way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that it has been prepared in accordance with applicable standards of practice, and that such plat is not a guaranty or warranty, either expressed or implied.



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

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

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

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

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

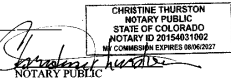
BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
COUNTY OF EAGLE)

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

MY COMMISSION EXPIRES 6 AUG 27

WITNESS MY HAND AND OFFICIAL SEAL



SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, in the Office of the Clerk and Recorder of Eagle County, Colorado, hereby consents to the Subdivision of the lands set forth in this Final Plat of Minturn North, P.U.D., and subordinates the lien represented by the aforesaid deed of Trust to the Dedication and restrictions as shown on this final plat and relative covenants, conditions and restrictions.

MORTGAGEE: Philip Hadley

BY: Philip Hadley as Individual

STATE OF Colorado)
COUNTY OF Eagle)

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

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: Aug 01, 2025



CERTIFICATE OF TAXES PAID

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

DATED THIS 1st OF March, A.D. 2024
Rose IDI
TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

Matthew S. Slagle does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316483

DATED THIS 26th DAY OF February, A.D. 2024

AGENT: Matthew S. Slagle

CLERK AND RECORDER'S CERTIFICATE # 539

This Plat was filed for record in the Office of the Clerk and Recorder at 1:59 o'clock P.M., on this 26th day of March, A.D. 2024

BY: Matthew S. Slagle
CLERK AND RECORDER

BY: Matthew S. Slagle
DEPUTY



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

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

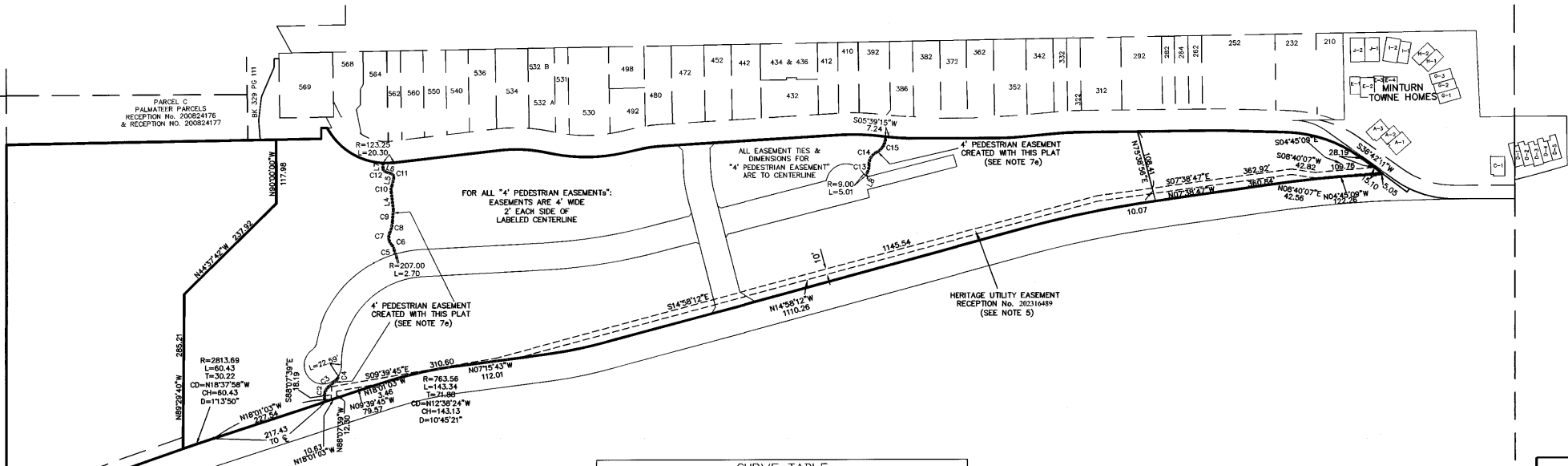
DRAWN BY: MSS JOB NUMBER: 22055 DRAWING NAME: 22055 FP2.dwg
SHEET 1 OF 5 DATE: 08-13-2023

Section 4, Item C.

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: \$55.00 DOC: \$0.00
03/04/2024
12:59:18 PM
202402234

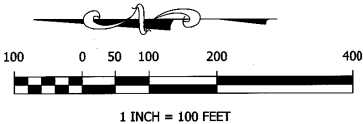
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N63°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

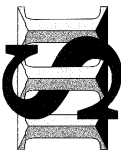
CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S66°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	12°13'31"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.60	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"



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

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www.SlagleSurvey.com

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
DRAWN BY: MSS
JOB NUMBER: 22055
DATE: 08-13-2023
SHEET: 5 OF 5



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

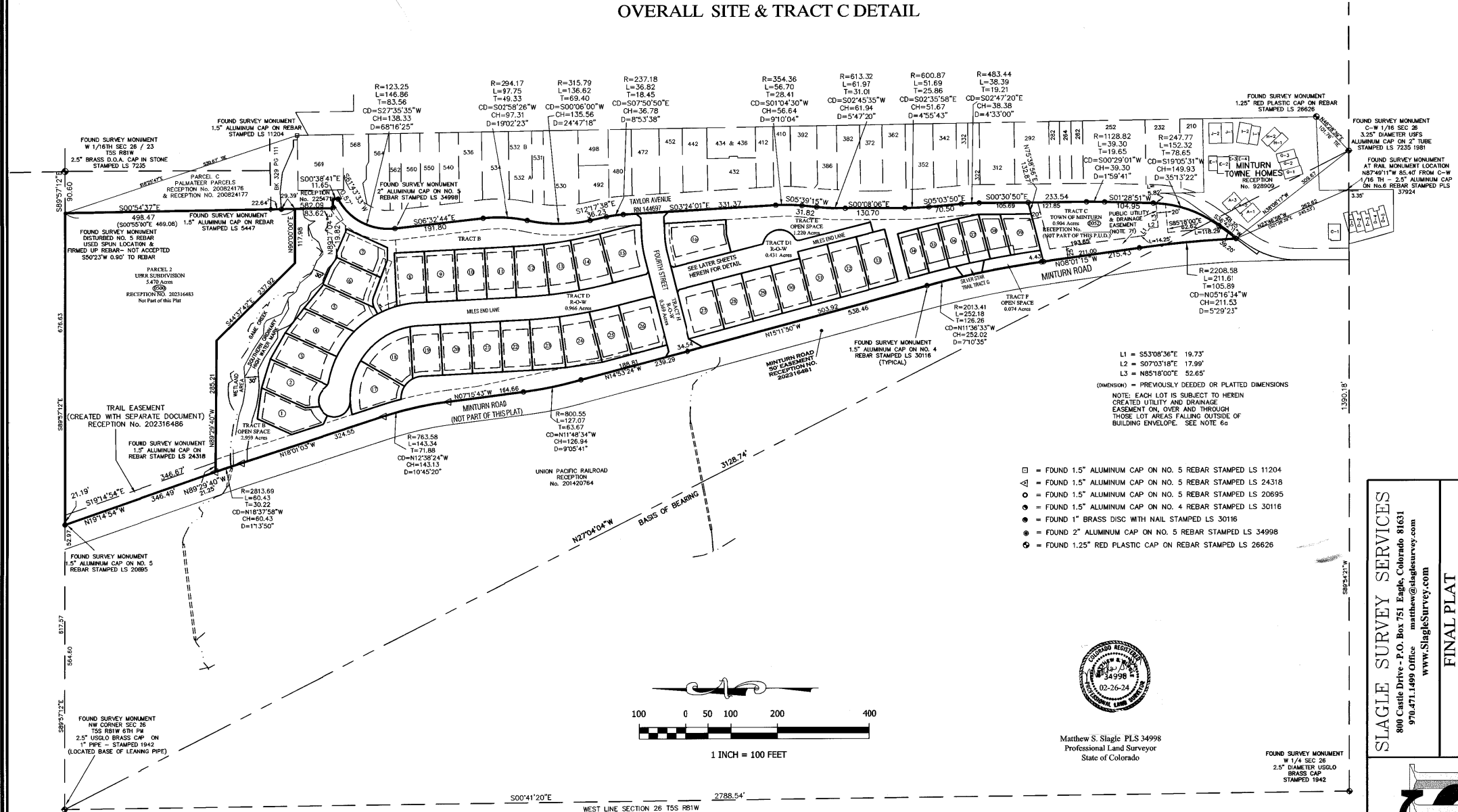
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FINAL PLAT
MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL



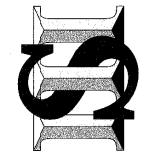
L1 = S53°08'36"E 19.73'
L2 = S07°03'18"E 17.99'
L3 = N85°18'00"E 52.65'
(DIMENSION) = PREVIOUSLY DEEDED OR PLATTED DIMENSIONS
NOTE: EACH LOT IS SUBJECT TO HEREIN
CREATED UTILITY AND DRAINAGE
EASEMENT ON, OVER AND THROUGH
THOSE LOT AREAS FALLING OUTSIDE OF
BUILDING ENVELOPE. SEE NOTE 6a

- = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 11204
- △ = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 24318
- = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 20695
- = FOUND 1.5" ALUMINUM CAP ON NO. 4 REBAR STAMPED LS 30116
- ⊙ = FOUND 1" BRASS DISC WITH NAIL STAMPED LS 30116
- ⊕ = FOUND 2" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 34998
- ⊗ = FOUND 1.25" RED PLASTIC CAP ON REBAR STAMPED LS 26626



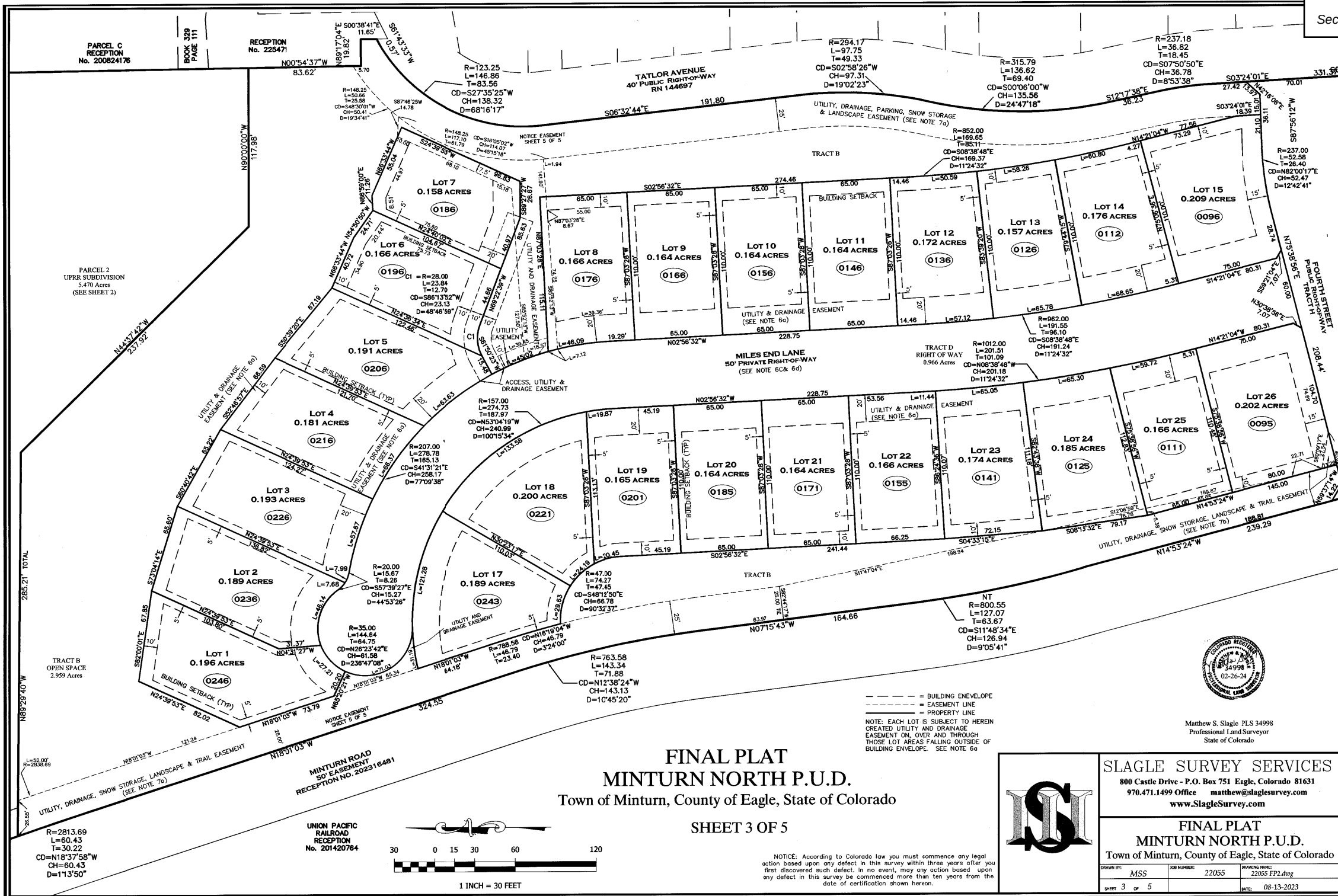
Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

SLAGLE SURVEY SERVICES 800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631 970.471.1499 Office matthew@slaglesurvey.com www.SlagleSurvey.com	
FINAL PLAT MINTURN NORTH P.U.D. Town of Minturn, County of Eagle, State of Colorado	
COUNTY BY: MESS	DATE: 08-15-2023
SHEET 2 OF 5	



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202402234



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

SHEET 3 OF 5

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



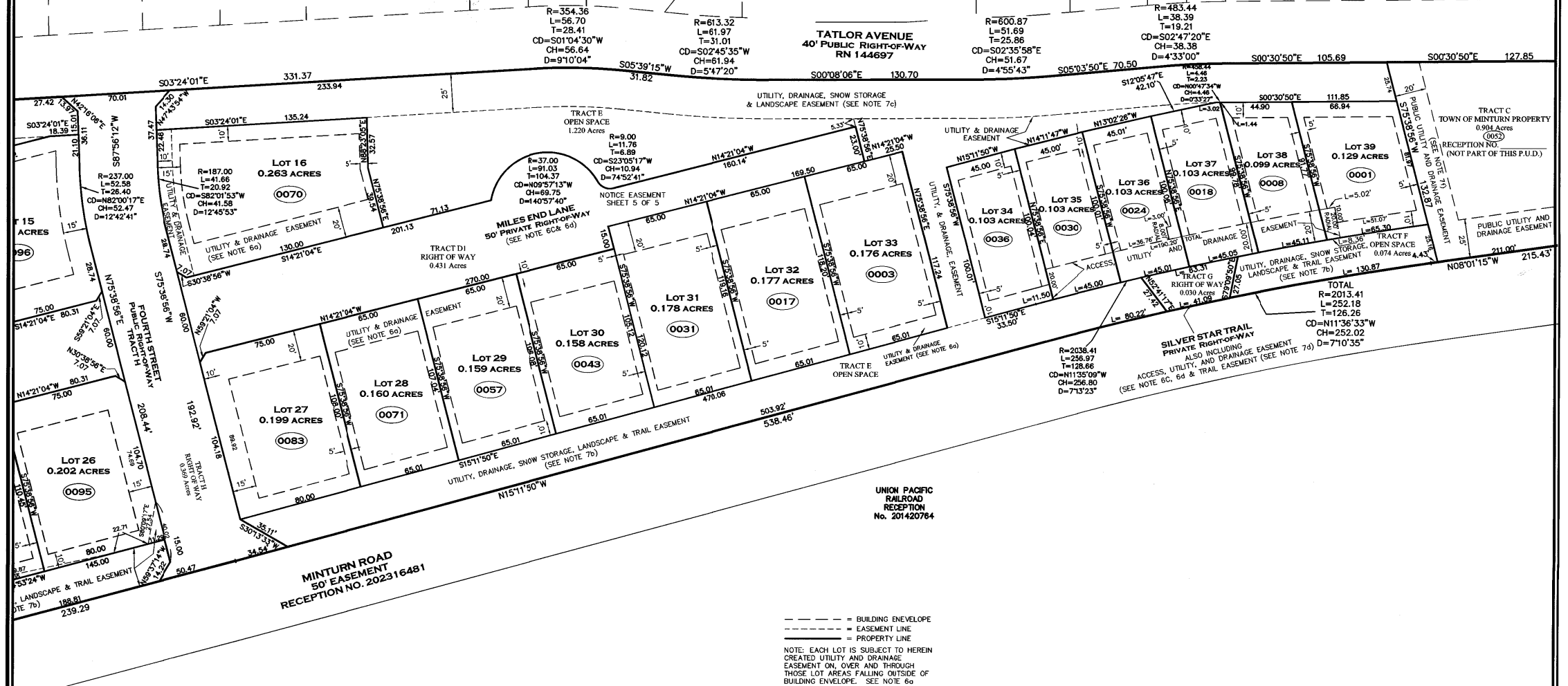
SLAGLE SURVEY SERVICES
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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

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

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 4 OF 5

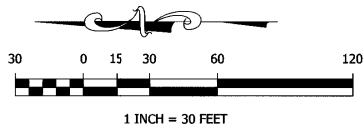


UNION PACIFIC
RAILROAD
RECEPTION
No. 201420764

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



Matthew S. Slagle P.L.S. 34998
Professional Land Surveyor
State of Colorado



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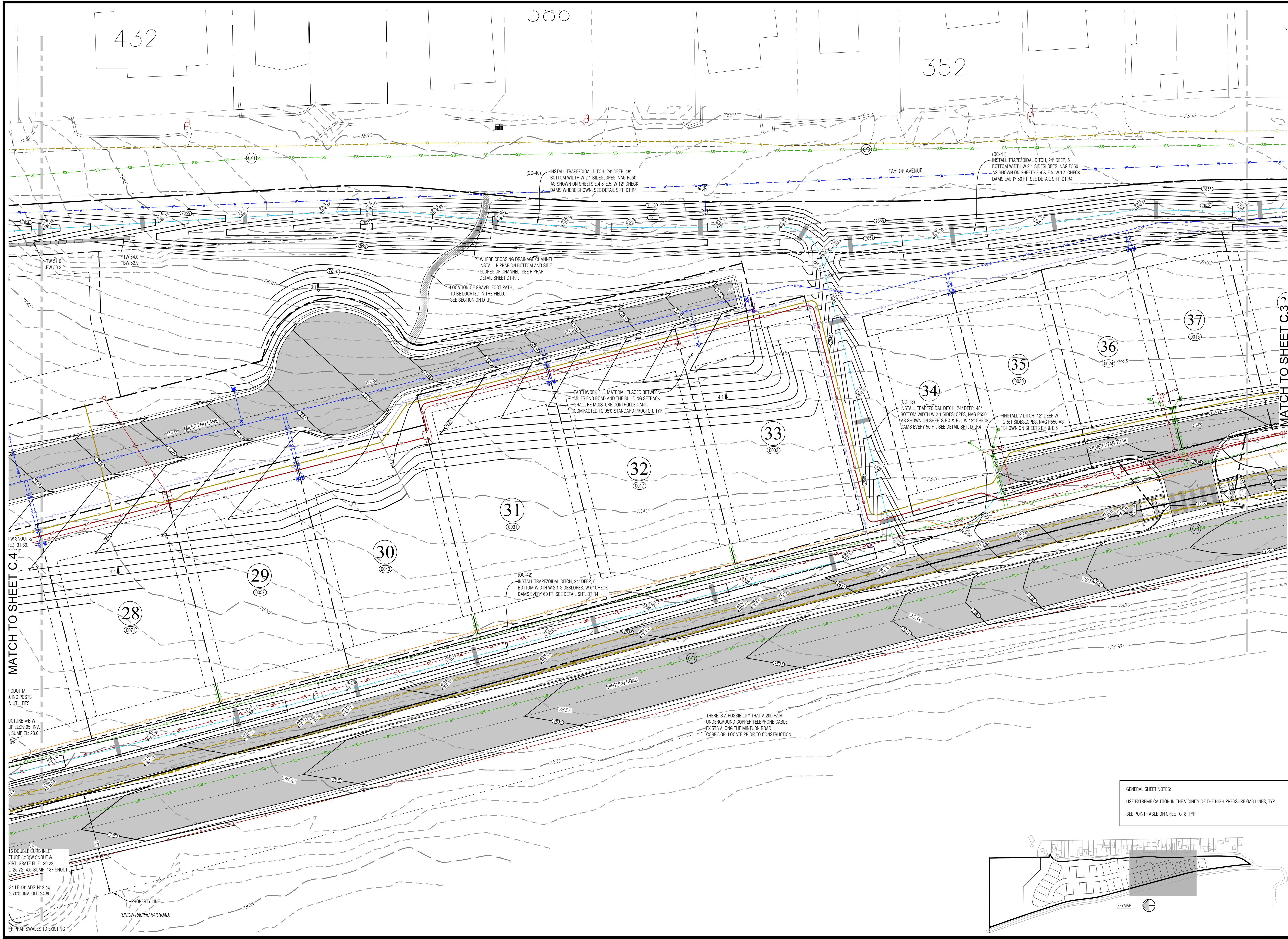
SLAGLE SURVEY SERVICES
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970.471.1499 Office matthew@slaglesurvey.com
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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

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

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Section 4, Item C.

Civil Engineering
Surveying
& Beyond

Boundaries Unlimited Inc.

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

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLORADO LICENSED
SINCE 5/1/24
19082
PROFESSIONAL ENGINEER

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

NORTH

0 20 40
Scale: 1" = 20'

811

Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.

Overall Grading and Drainage Plan

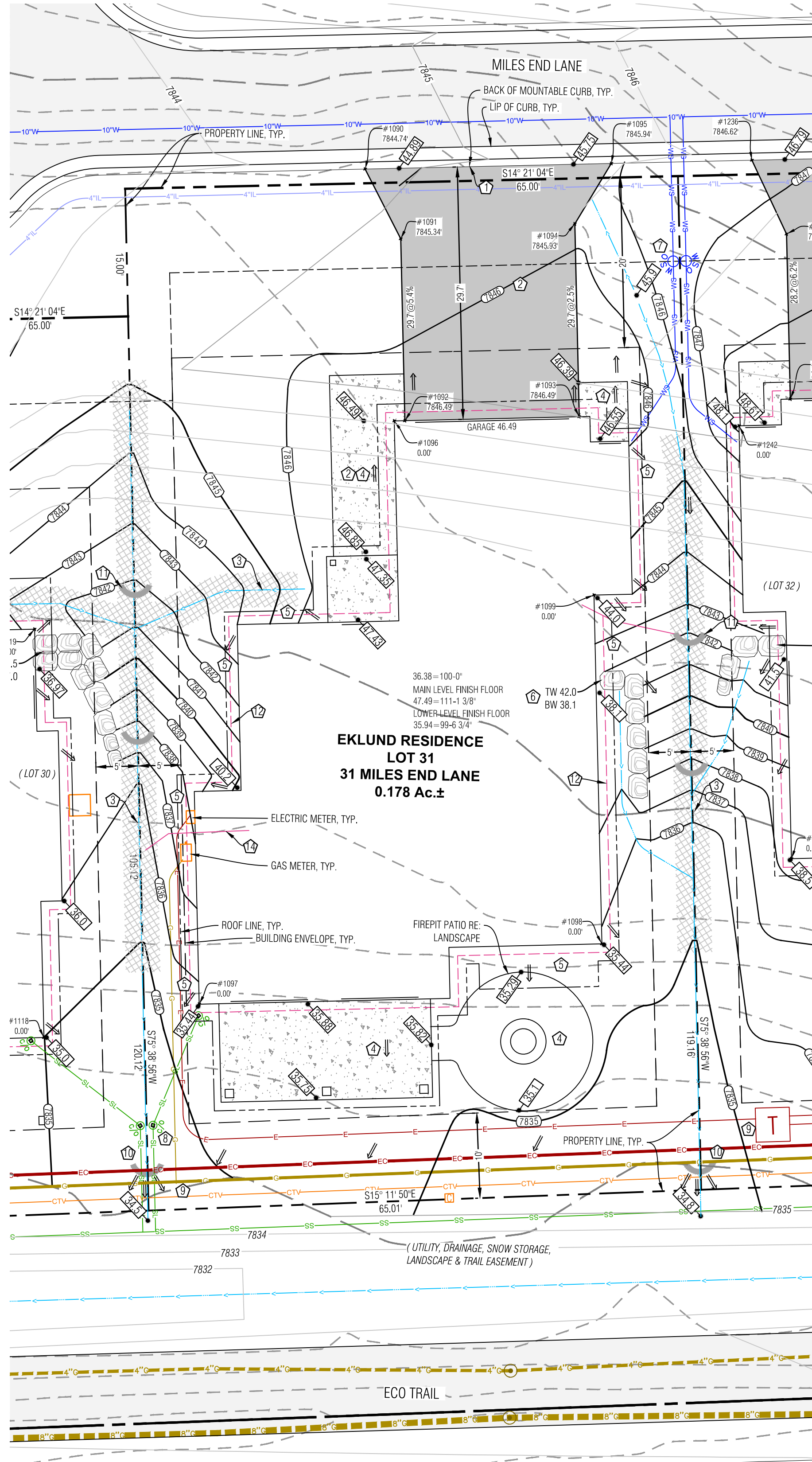
Construction Plan Set 5/1/24

No.	Date	Revision	By
1			
2			
3			
4			
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9			

PROJECT NO.
22038
Designer:
PAH
Checker:
BUJ
Date:
12/26/22

Sheet
C.4

File Name: 22038 c-grading.dwg



TW
BW
GB
EX
LP
HP

PROPOSED SPOT ELEVATION
DRAINAGE SWALE
FLOW ARROW
SEDIMENT CONTROL FENCE
PROPOSED MAJOR/MINOR CONTOUR
EXISTING MAJOR/MINOR CONTOUR
EROSION LOGS
ASPHALT DRIVEWAY & AUTOCOURT
NORTH AMERICAN GREEN SC-250BN EROSION CONTROL FABRIC,
OR RIPRAP ALTERNATIVE
FLAGNOTE
EX CURB STOP
POSSIBLE ELECTRIC SERVICE
POSSIBLE GAS SERVICE
POSSIBLE WATER SERVICE
POSSIBLE SEWER SERVICE
FOUNDATION DRAIN
DOWNSPOUT & STORM DRAIN WITH SIZE
BOULDER WALL

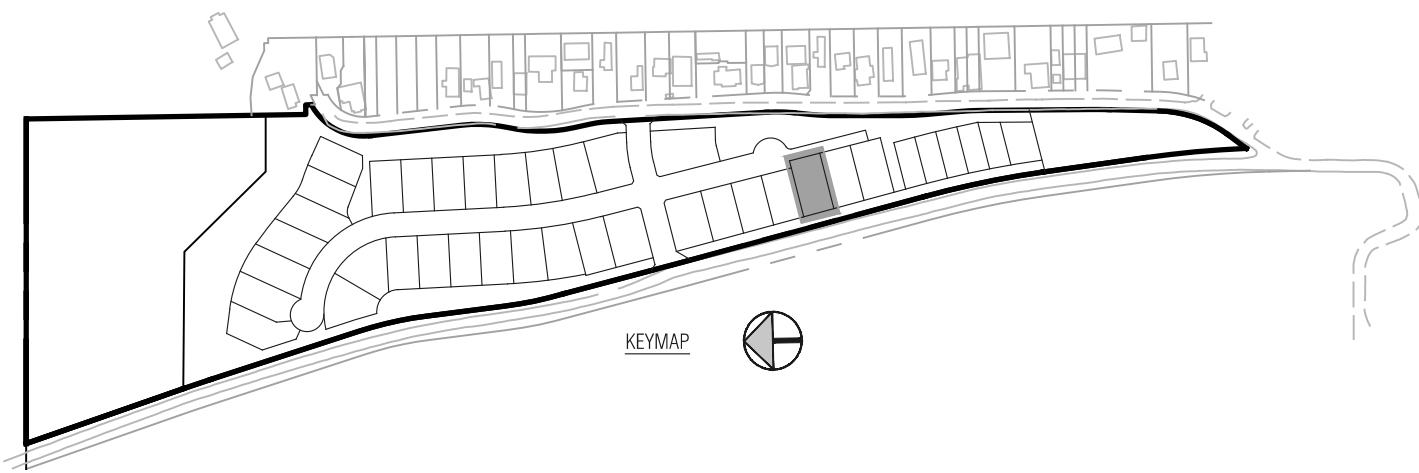
LEGEND

TOP OF WALL
BOTTOM OF WALL
GRADE BREAK
EXISTING
LOW POINT
HIGH POINT
PROPOSED SPOT ELEVATION
DRAINAGE SWALE
FLOW ARROW
SEDIMENT CONTROL FENCE
PROPOSED MAJOR/MINOR CONTOUR
EXISTING MAJOR/MINOR CONTOUR
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POSSIBLE GAS SERVICE
POSSIBLE WATER SERVICE
POSSIBLE SEWER SERVICE
FOUNDATION DRAIN
DOWNSPOUT & STORM DRAIN WITH SIZE
BOULDER WALL

Point Table				
Point #	Desc.	Elev.	North	East
1090	Driveway	7844.74	3382.75	5597.37
1091	Driveway	7845.34	3376.82	5590.33
1092	Driveway	7846.49	3371.52	5569.62
1093	Driveway	7846.49	3351.66	5574.70
1094	Driveway	7845.93	3357.28	5596.66
1095	Driveway	7845.94	3354.70	5604.55
1096	House Corner	0.00	3372.73	5569.31
1097	House Corner	0.00	3379.61	5497.36
1098	House Corner	0.00	3335.08	5514.94
1099	House Corner	0.00	3345.25	5554.66

- NOTES:**
- 1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC., JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.
 - 2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PLUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.
 - 3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.
 - 4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.
 - 5) LOT AREA: 7,776 SF±
DISTURBANCE AREA: 7,776 SF±
 - 6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.

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



Section 4, Item C.

Civil Engineering
Surveying
& Beyond
Boundaries Unlimited Inc.

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

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR
Review
CONSTRUCTION

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

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

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

TOWN OF MINTURN, COLORADO
Lot 31, Minturn North P.U.D.
Site, Grading and Drainage Plan
DRB Submittal 7/12/24

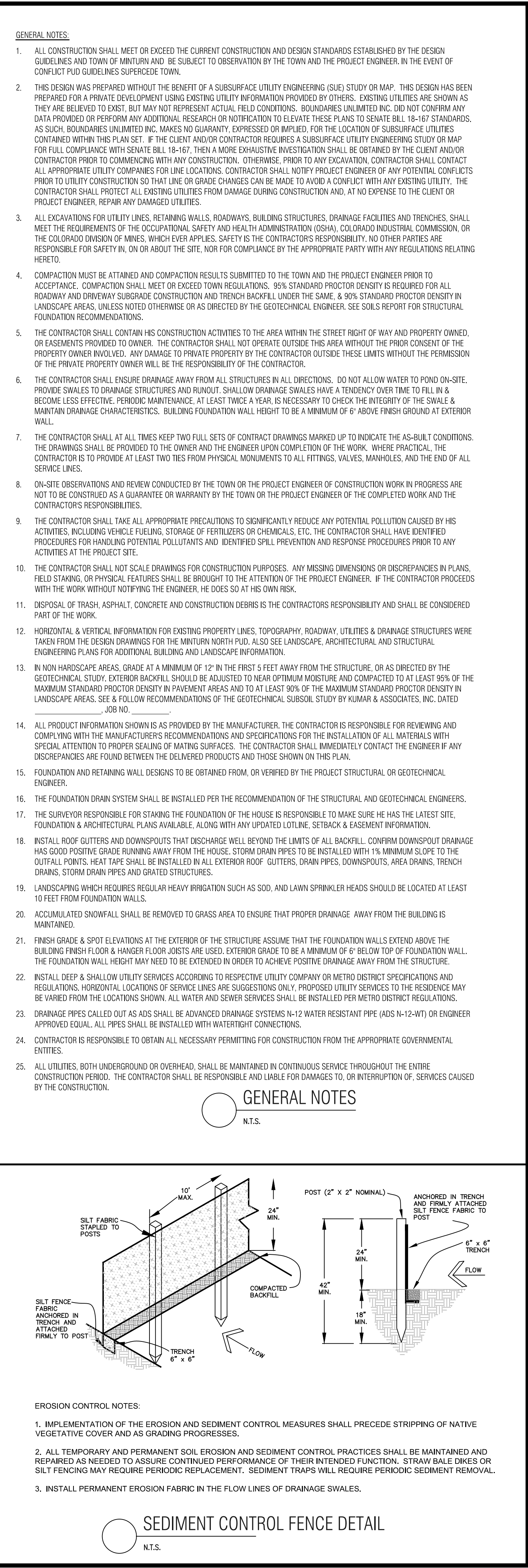
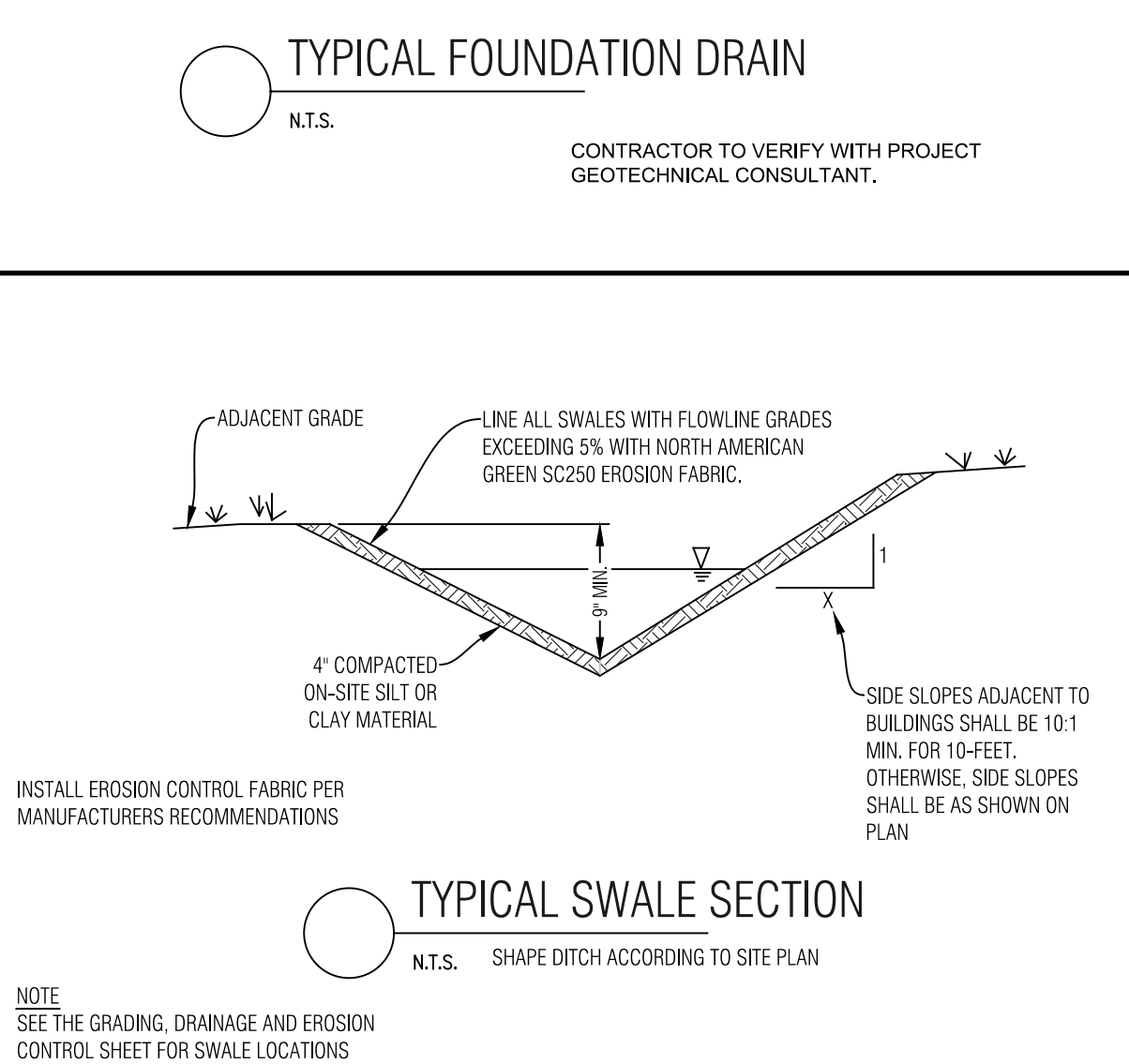
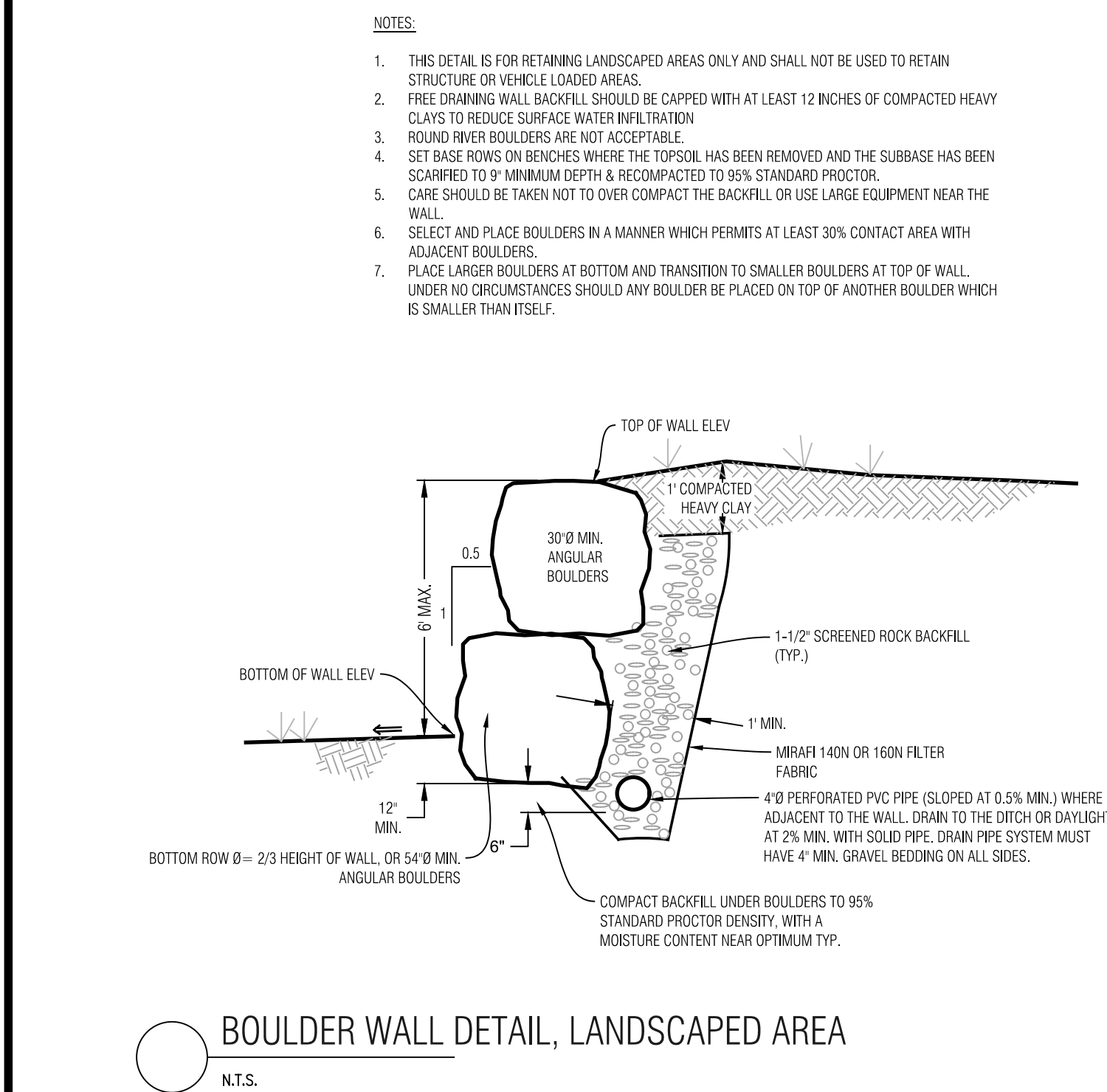
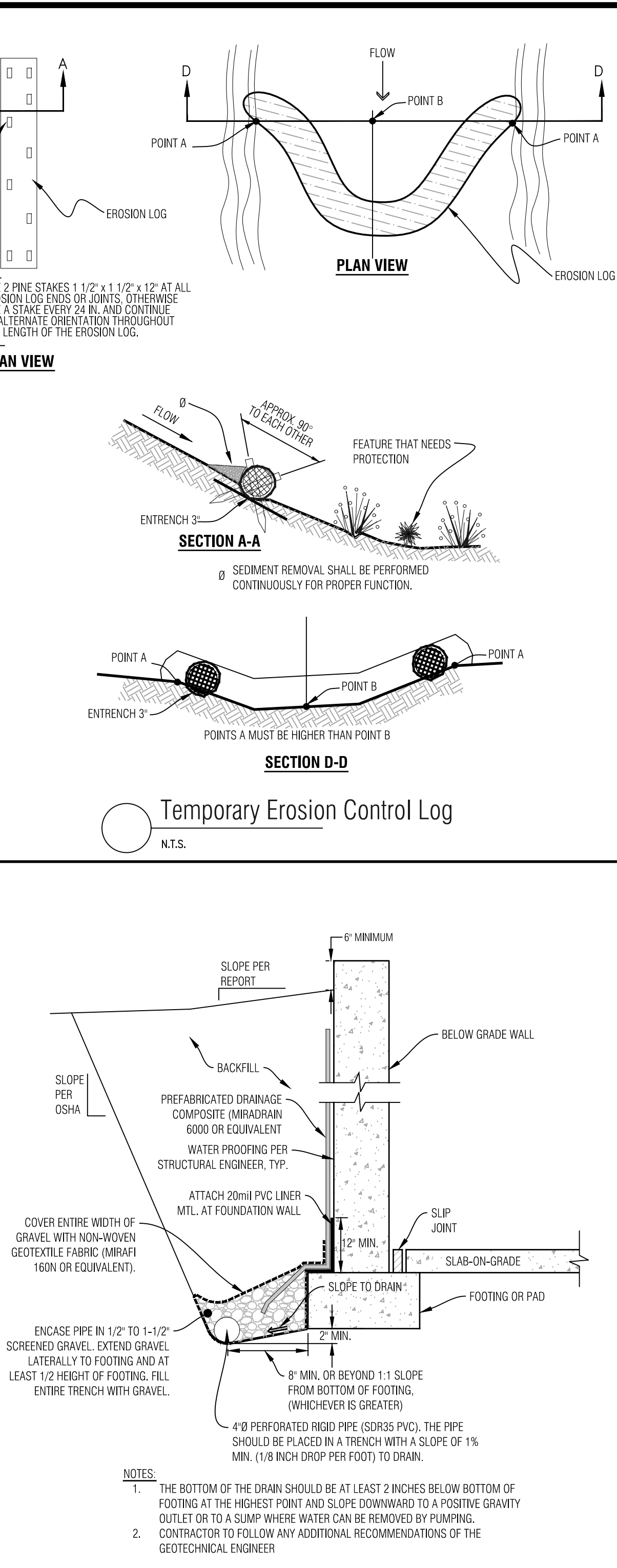
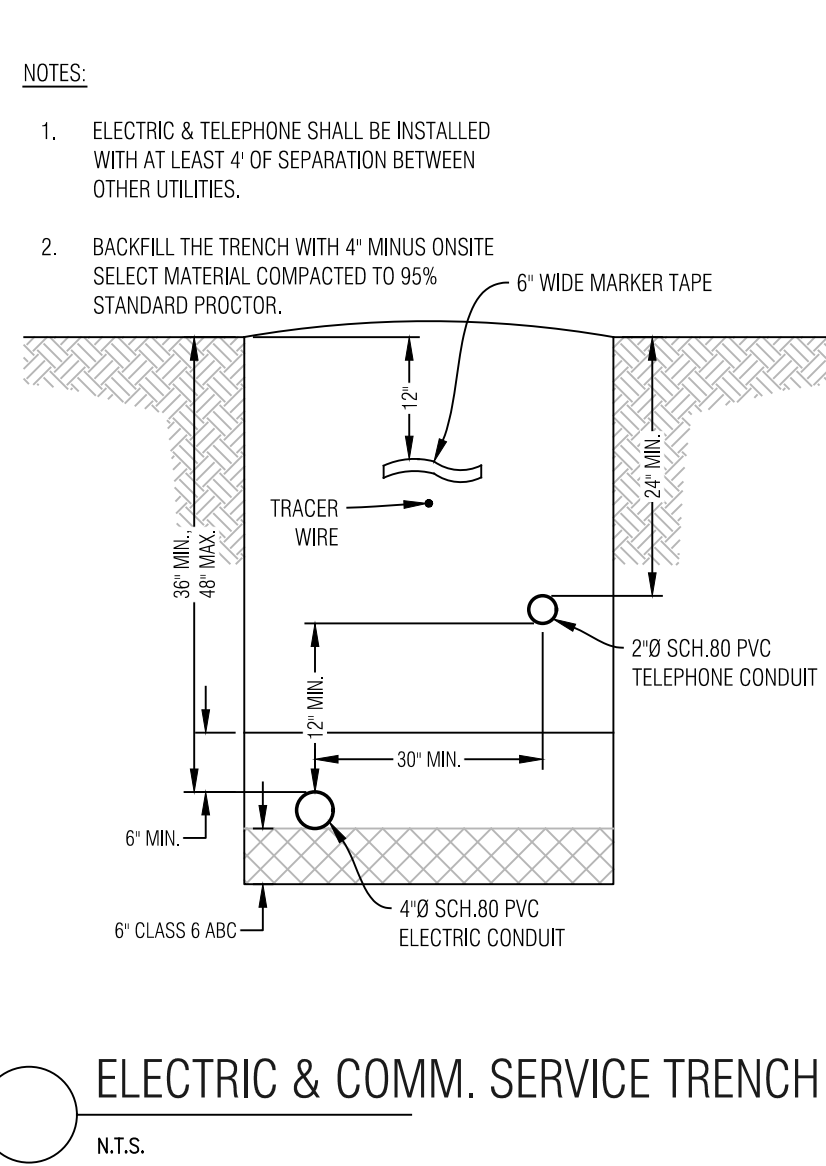
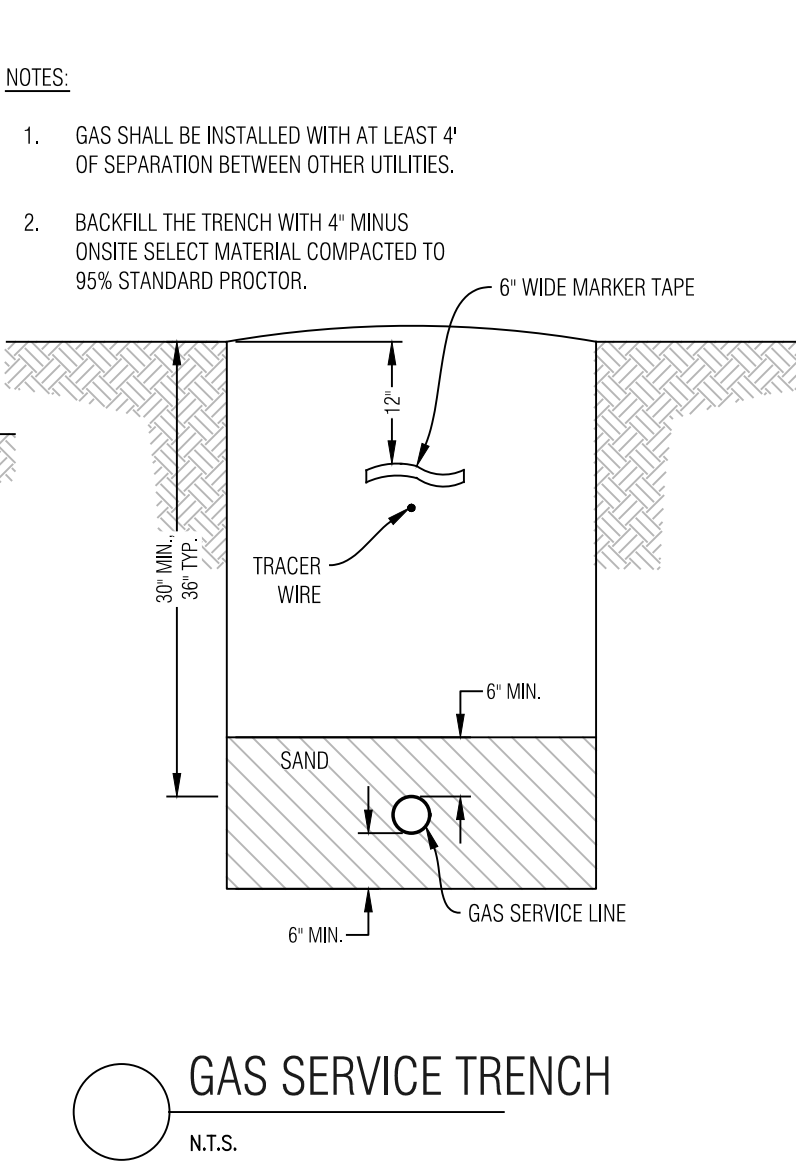
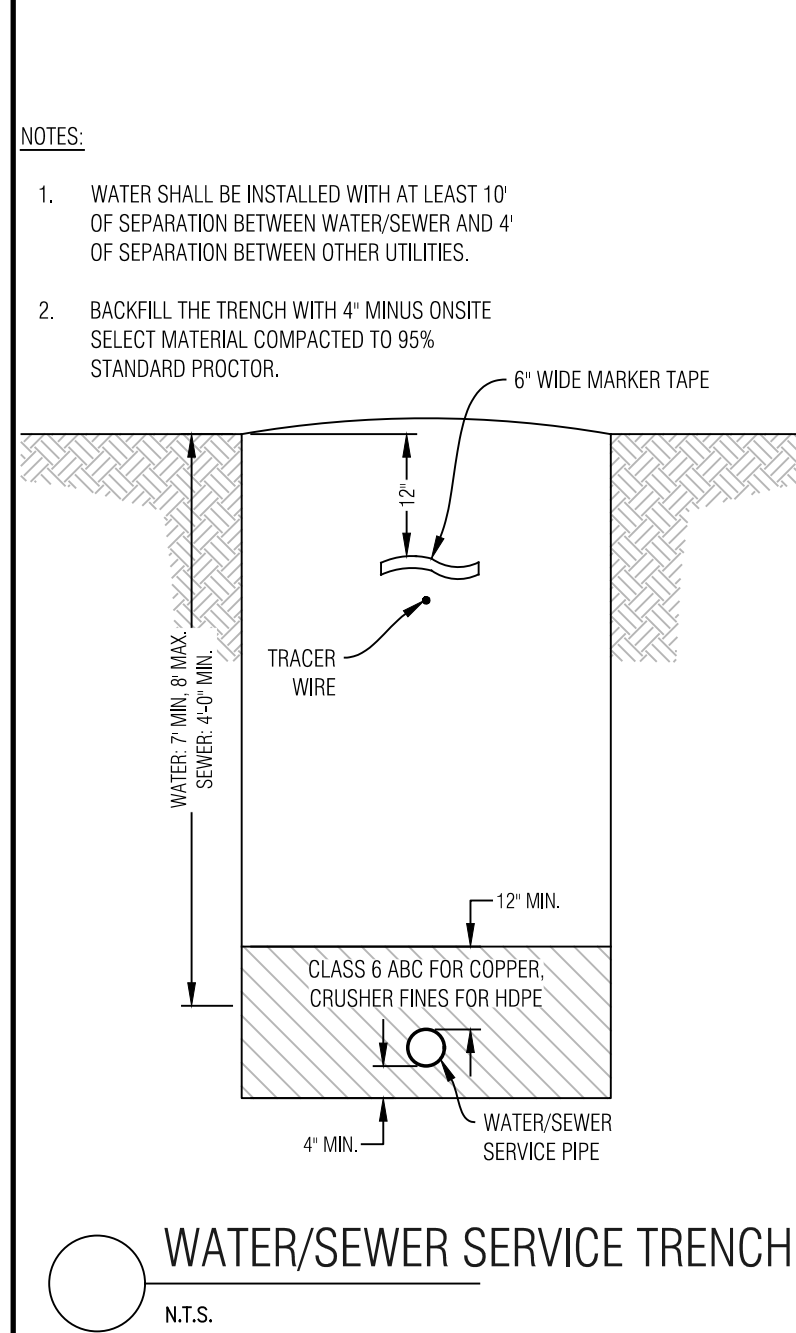
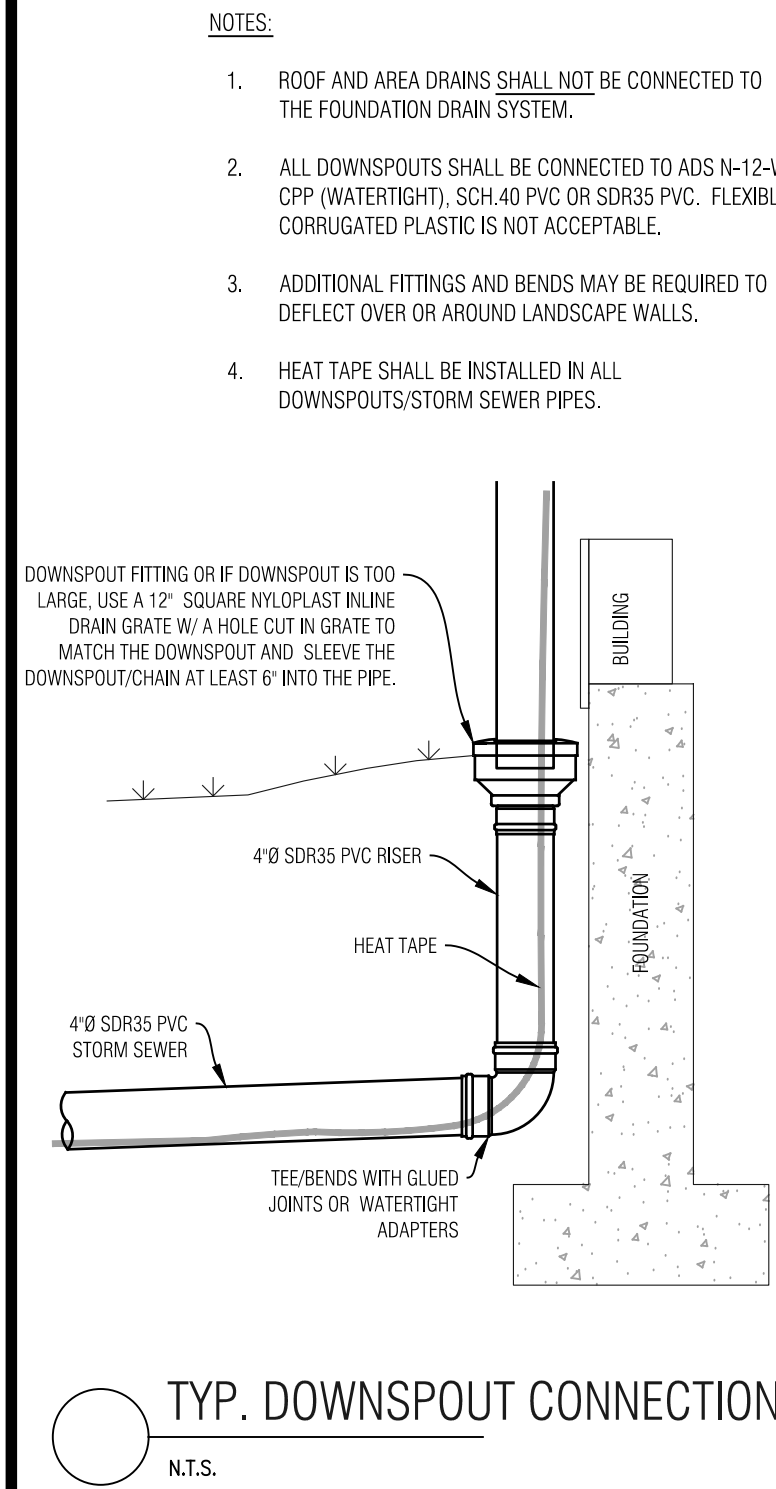
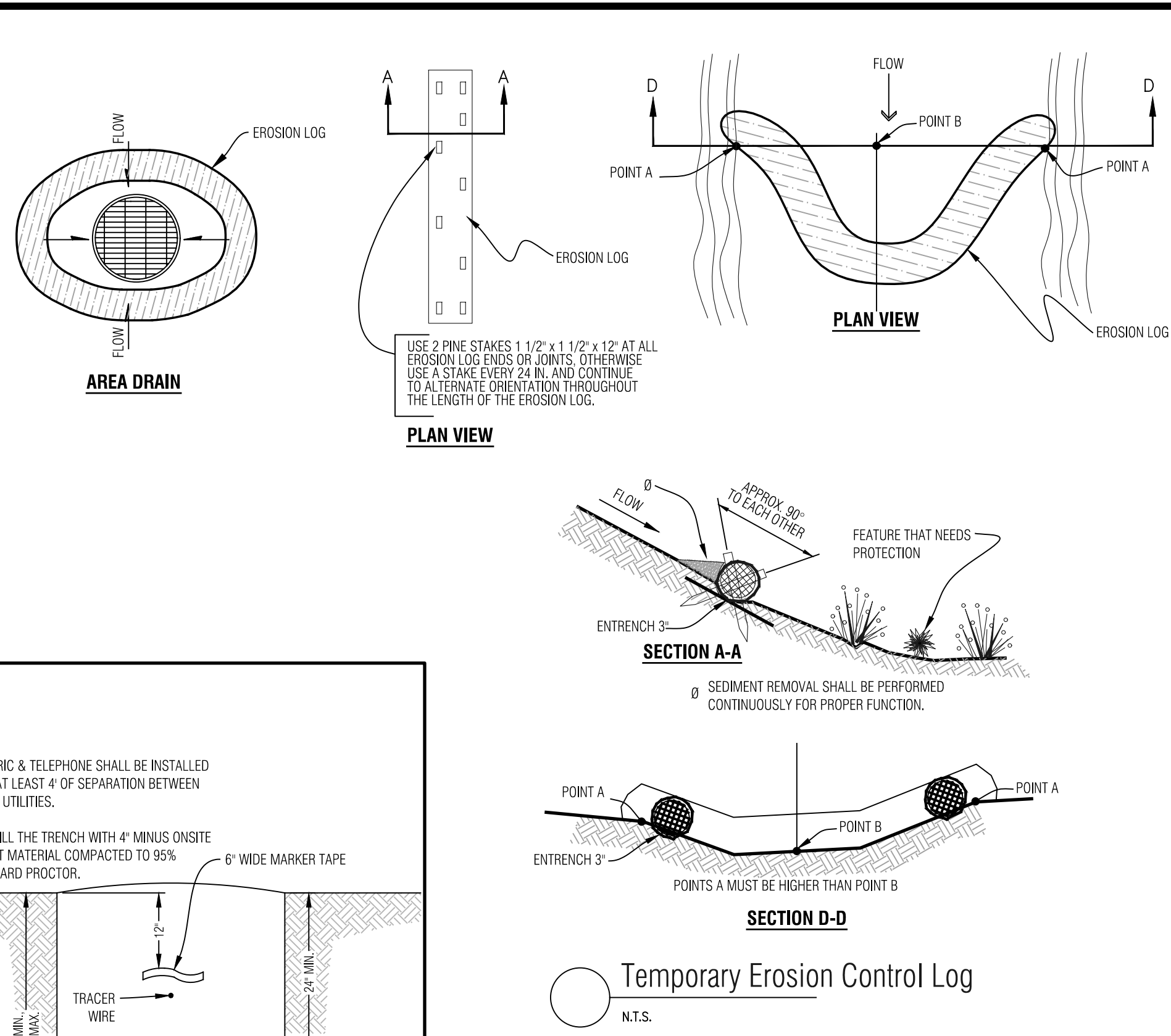
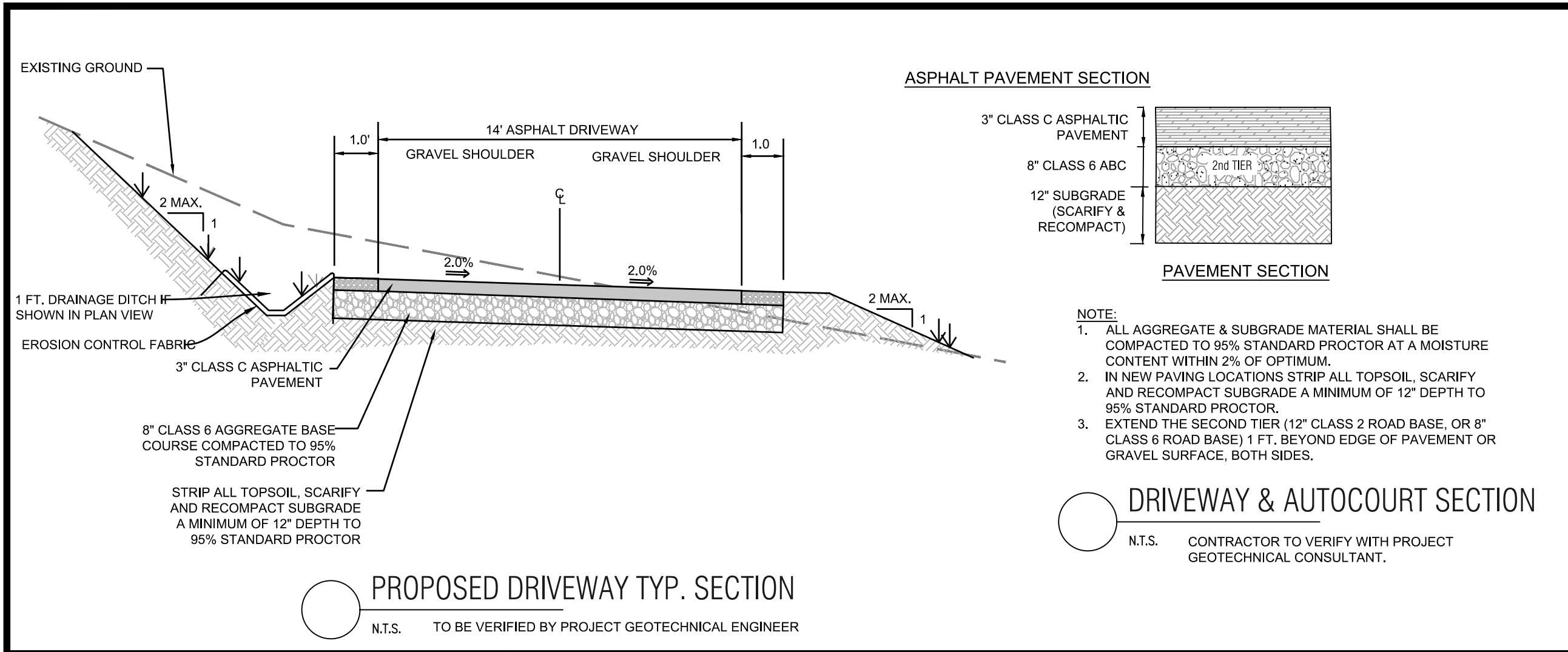
By: _____
Revision: _____
Date: _____

PROJECT NO.
23005
Designer:
PAH
Checker:
BUJ
Date:
4/9/24

Sheet
C1

File Name: mn lot 31 sp-01.dwg

65



Section 4, Item C.

Boundaries Unlimited Inc.

923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(770) 945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If Yes: SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION

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

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Know what's below.
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TOWN OF MINTURN, COLORADO

Lot 31, Minturn North P.U.D.

Details and Notes

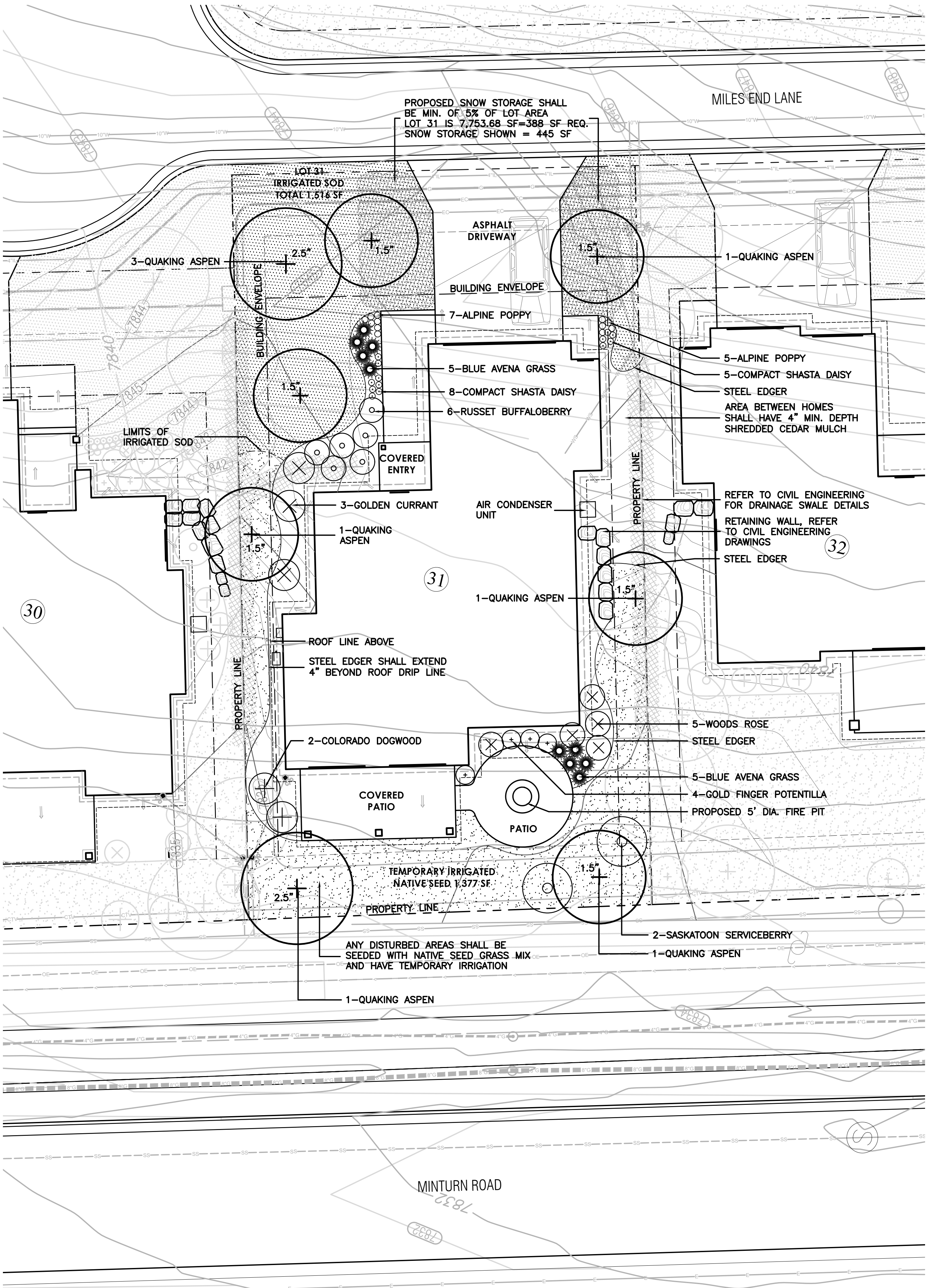
DRB Submittal 7/12/24

By	Revision	Date
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PROJECT NO. **2305**
Designer: **PAH**
Checker: **BUJ**
Date: **4/9/24**

Sheet **C2**

File Name: **mn lot 31 sp-01.dwg**



General Notes and Specifications:

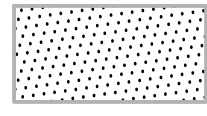
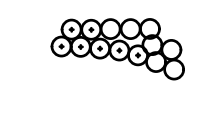
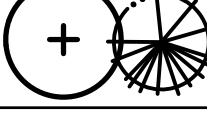
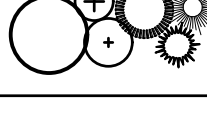
- 1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
- 2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
- 3. The Landscape Plan shall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

Revegetation Notes:

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

Fire Mitigation Recommendations:

- 1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
- 2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
- 3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
- 4. Existing junipers within Zone 1 and Zone 2 must be limbed ½ of their total height, but no more than 10' height.
- 5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
- 6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:		
Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop-Up Spray Irrigation For Bluegrass Sod	1,516 SF
	Permanent micro-spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	8 TREES x 4.5 SF = 36 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,673 SF
	Temporary Spray Irrigation For Native Seed	1,377 SF

IRRIGATION NOTES:

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

ALL DISTURBED AREAS SHALL BE SEEDED WITH:

'DRY NATIVE MOUNTAIN' SEED MIX

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

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

NOTES:

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

PROPOSED PLANT MATERIALS LIST

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

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

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
DECIDUOUS TREES				
6	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
2	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed

ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)

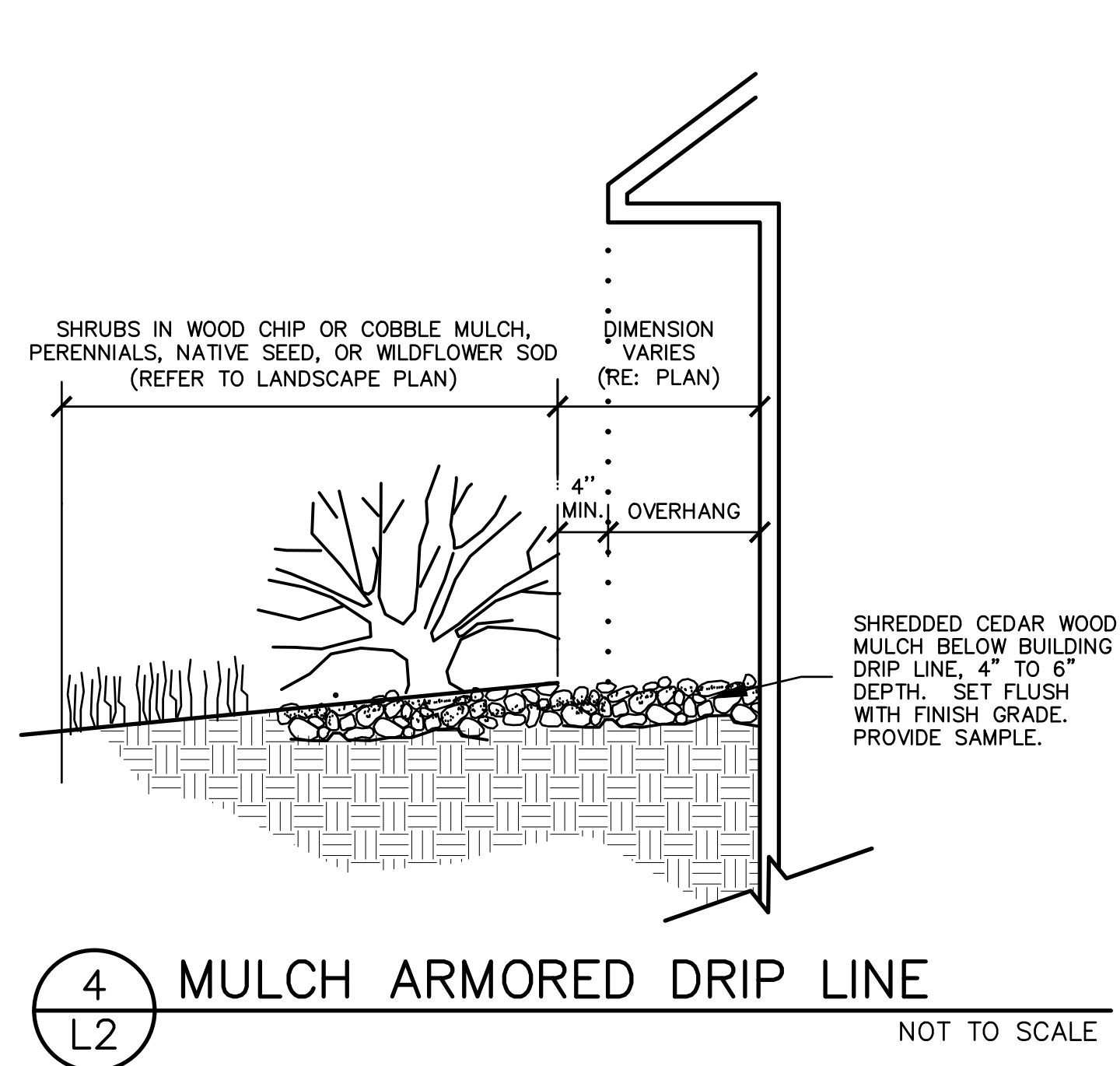
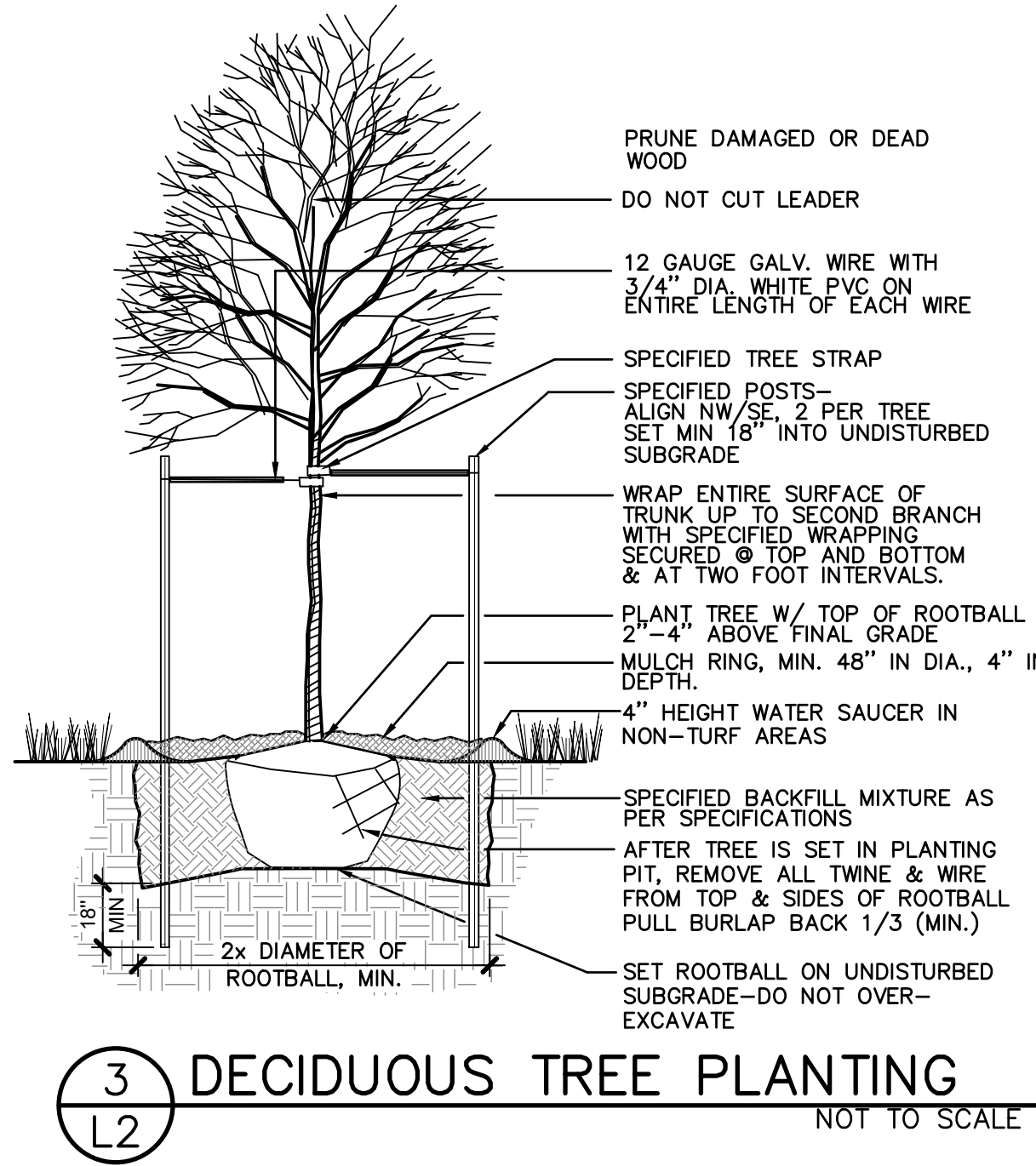
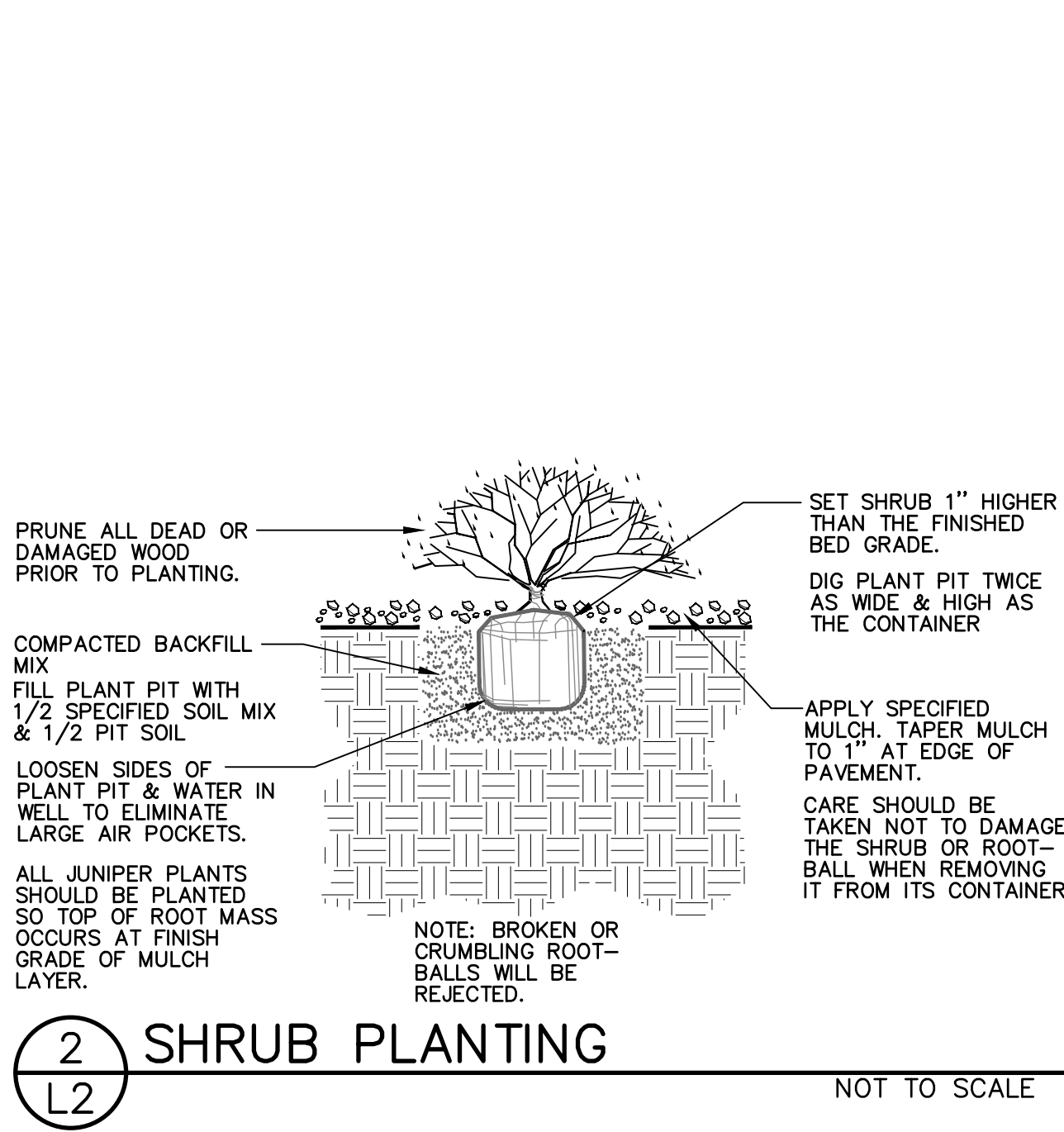
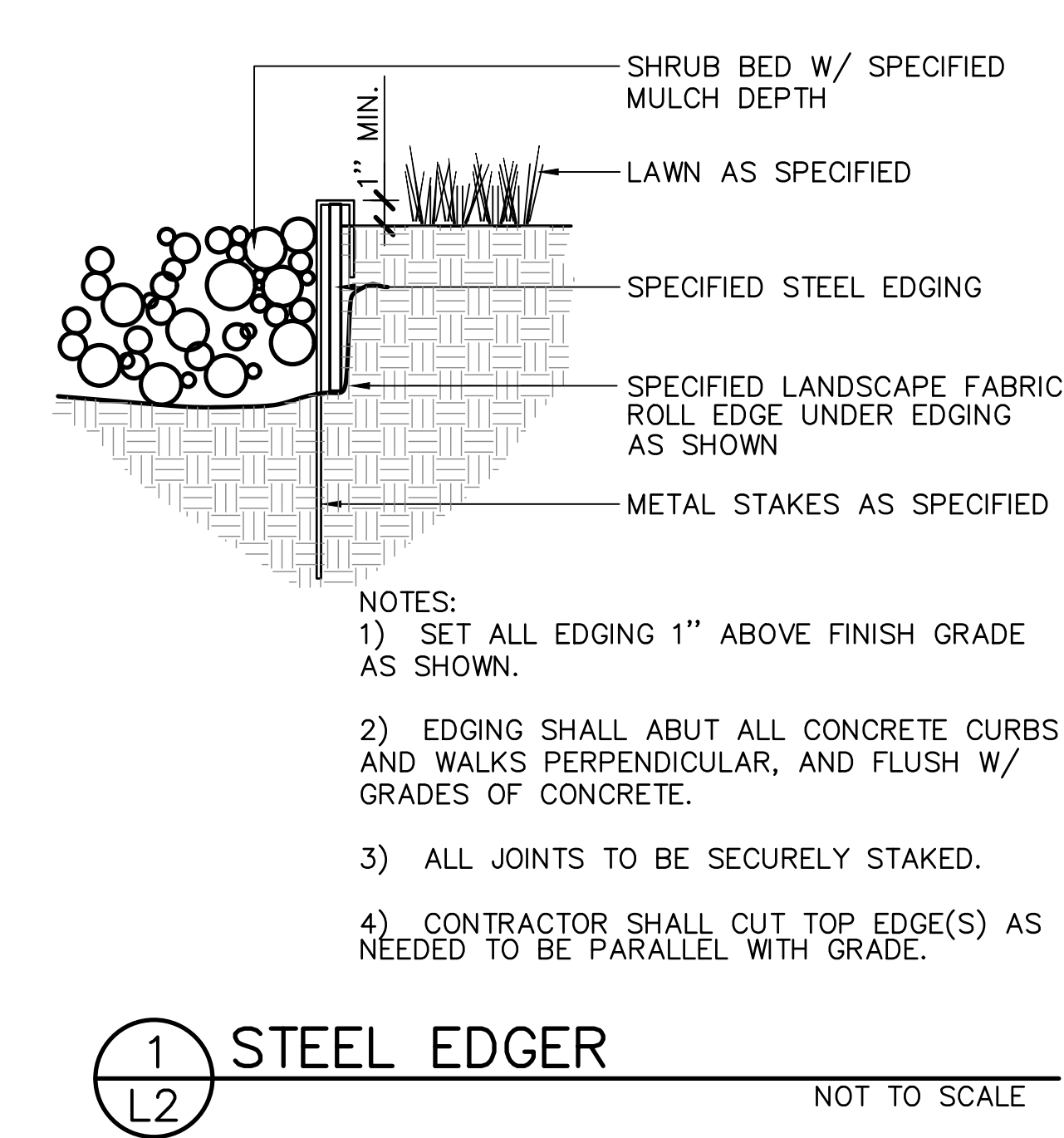
10	Blue Avena Grass Grass, Helictotrichon sempervirens	1 & 2	1 gal.	Container Full
----	--	-------	--------	----------------

PERENNIAL FLOWERS (planted @ 12" O.C. spacing)

12	Alpine Poppy Papaver alpinum	1 & 2	Flats of 15	
13	Compact Shasta Daisy Leucanthemum x superbum 'Silver Princess'	1 & 2	Flats of 15 or 32	

DECIDUOUS SHRUBS

2	Colorado Dogwood Cornus sericea coloradense	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
3	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
4	Goldfinger Potentilla Potentilla fruticosa 'Goldfinger' or 'Gold Drop'	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.
6	Russet Buffaloberry Shepherdia canadensis	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
2	Saskatoon Serviceberry Amelanchier alnifolia	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
5	Wood's Rose Rosa woodsii	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.



Section 4, Item C.



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

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

MINTURN NORTH P.U.D.

LOT 31-LANDSCAPE PLAN

TOWN OF MINTURN, COLORADO

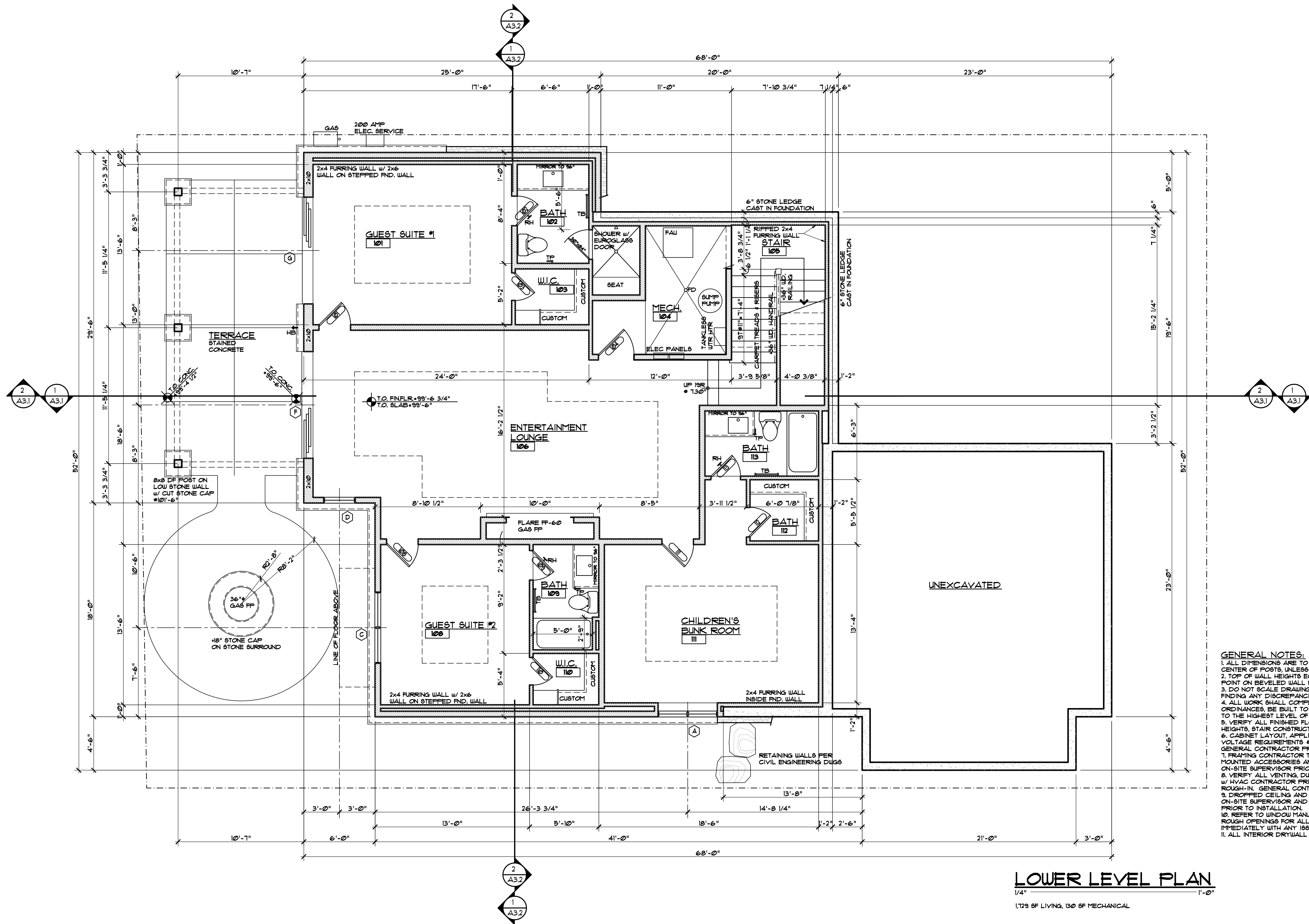
DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: July 12, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE
NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2

68



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

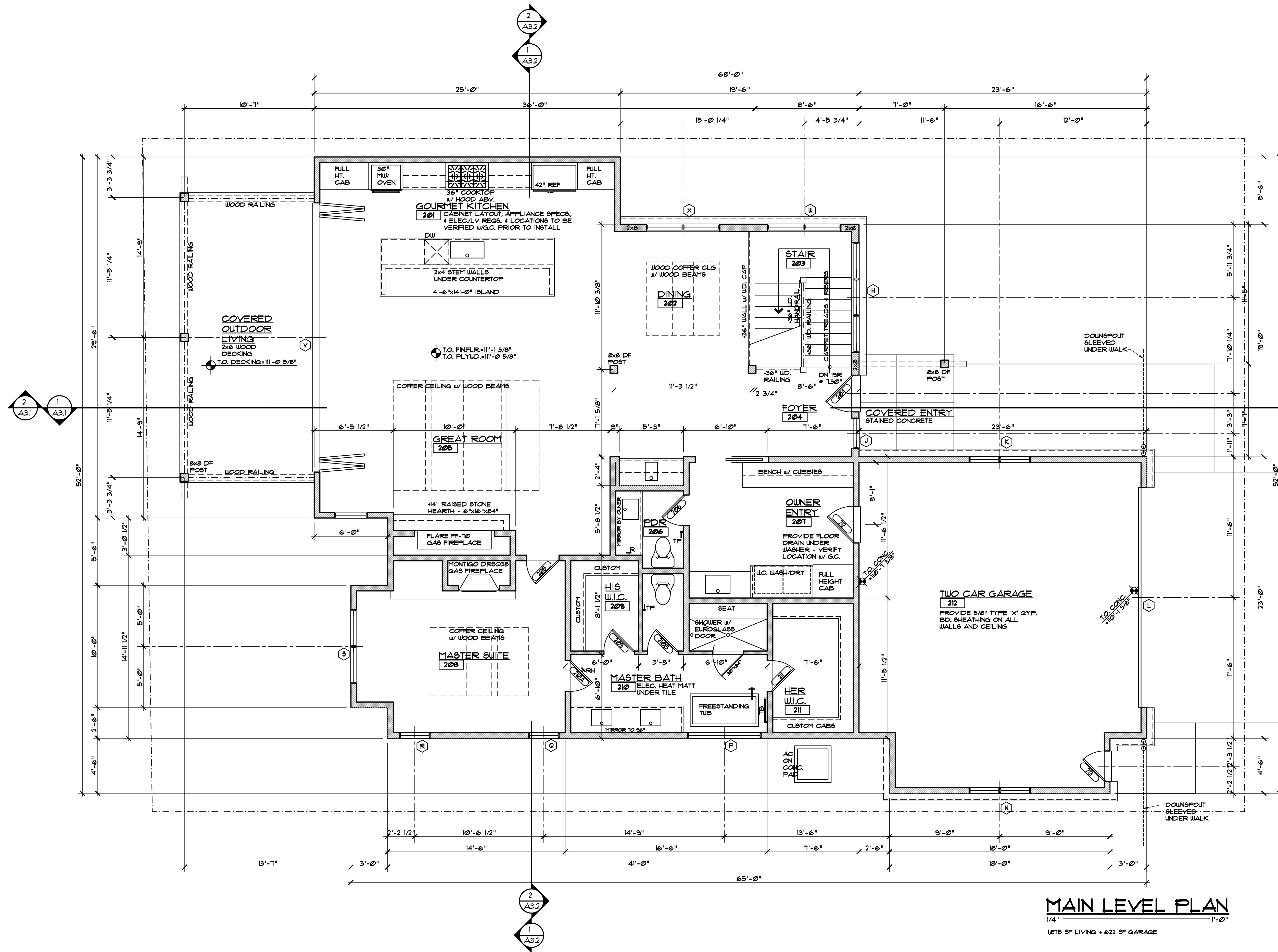
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

EKLUND
LOT 31
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L31

#	DATE	BY	COMMENTS	DUE	DREB SUBMITTAL SET
1	1-12-24				

A1.1



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

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LOT 31
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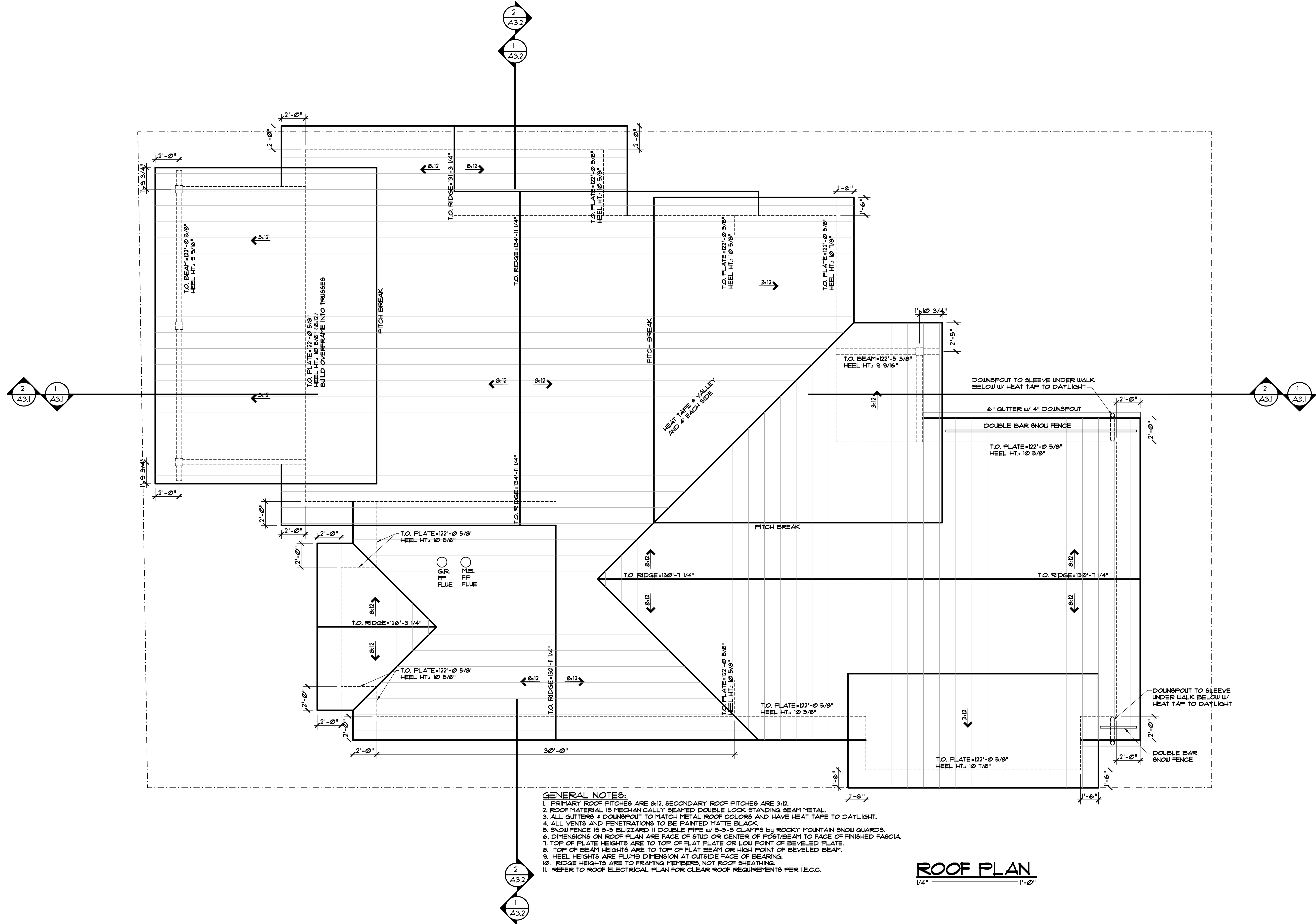
PROJECT NO: 2412-22 L31

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A1.2

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

#	DATE	BY	COMMENTS	DUE	DREB SUBMITTAL SET
1	1-12-24				



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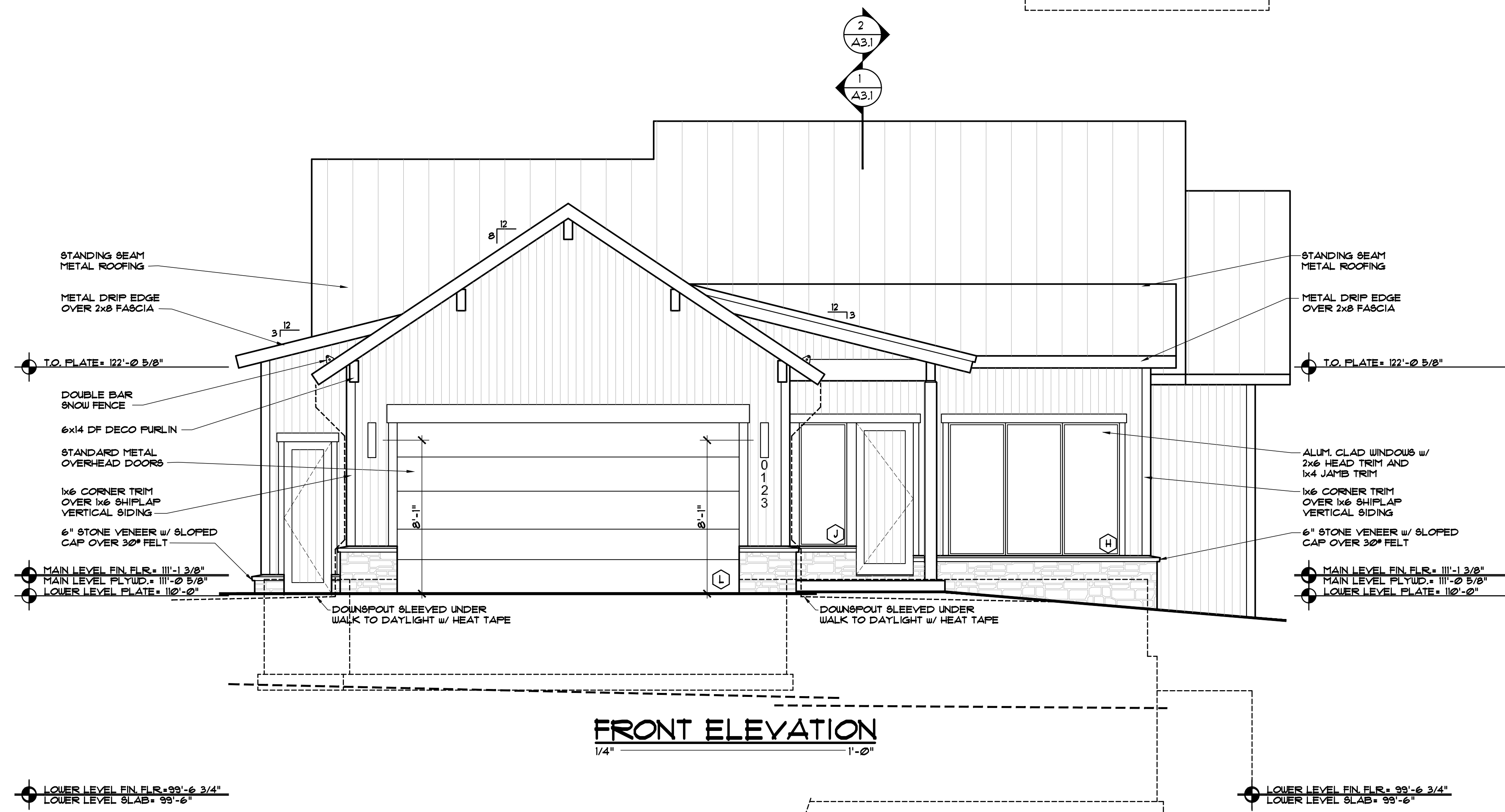
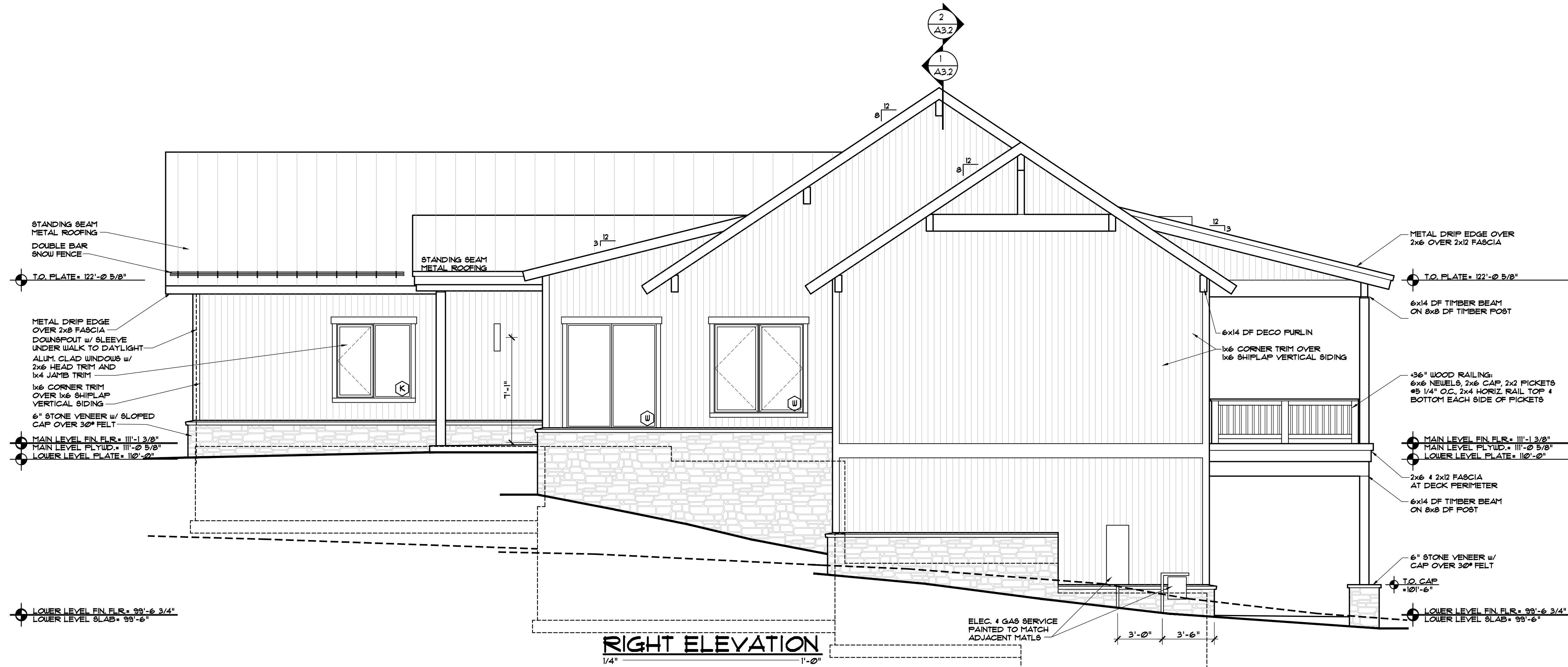
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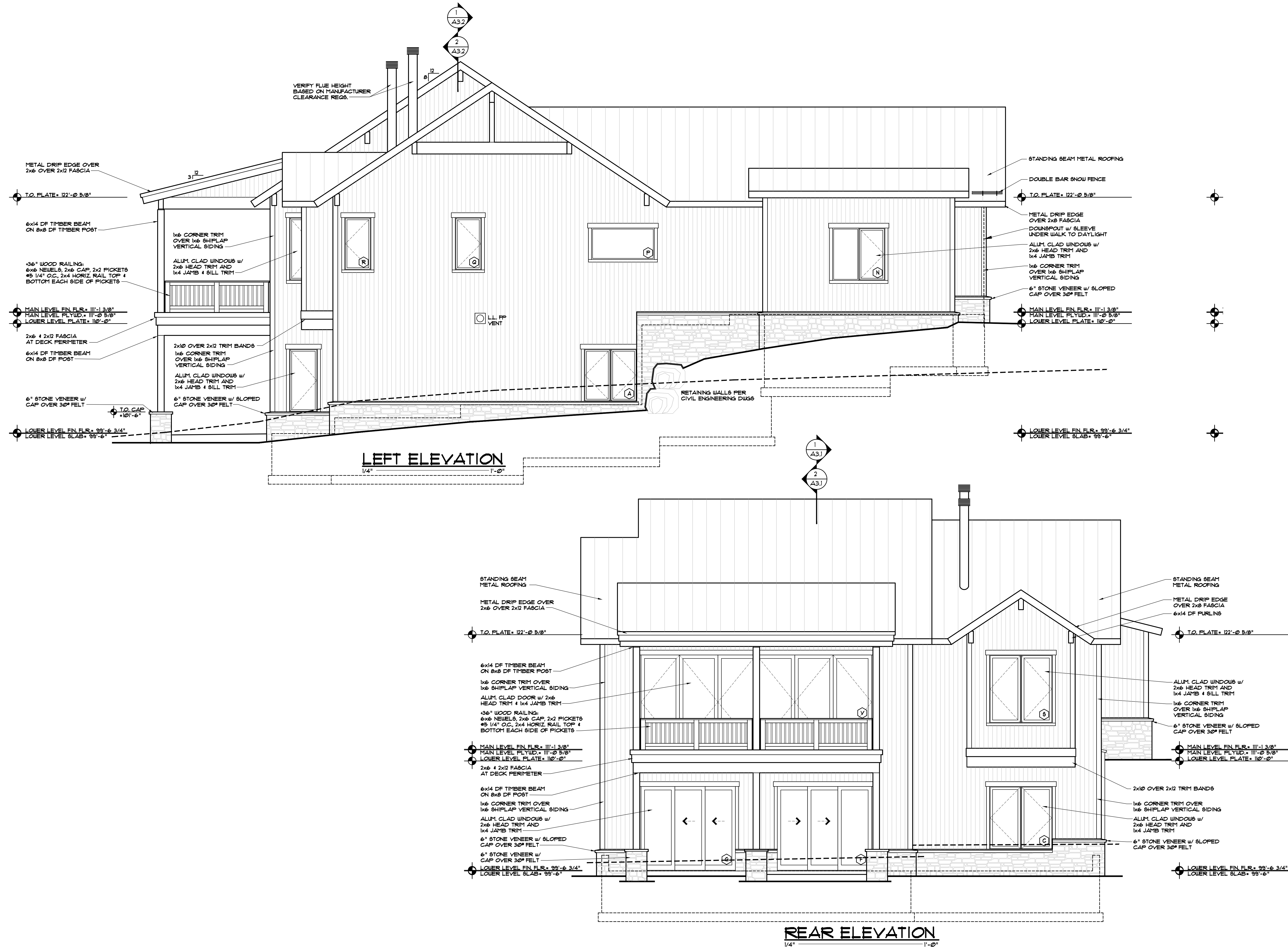
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1	1-12-24						

A2.1





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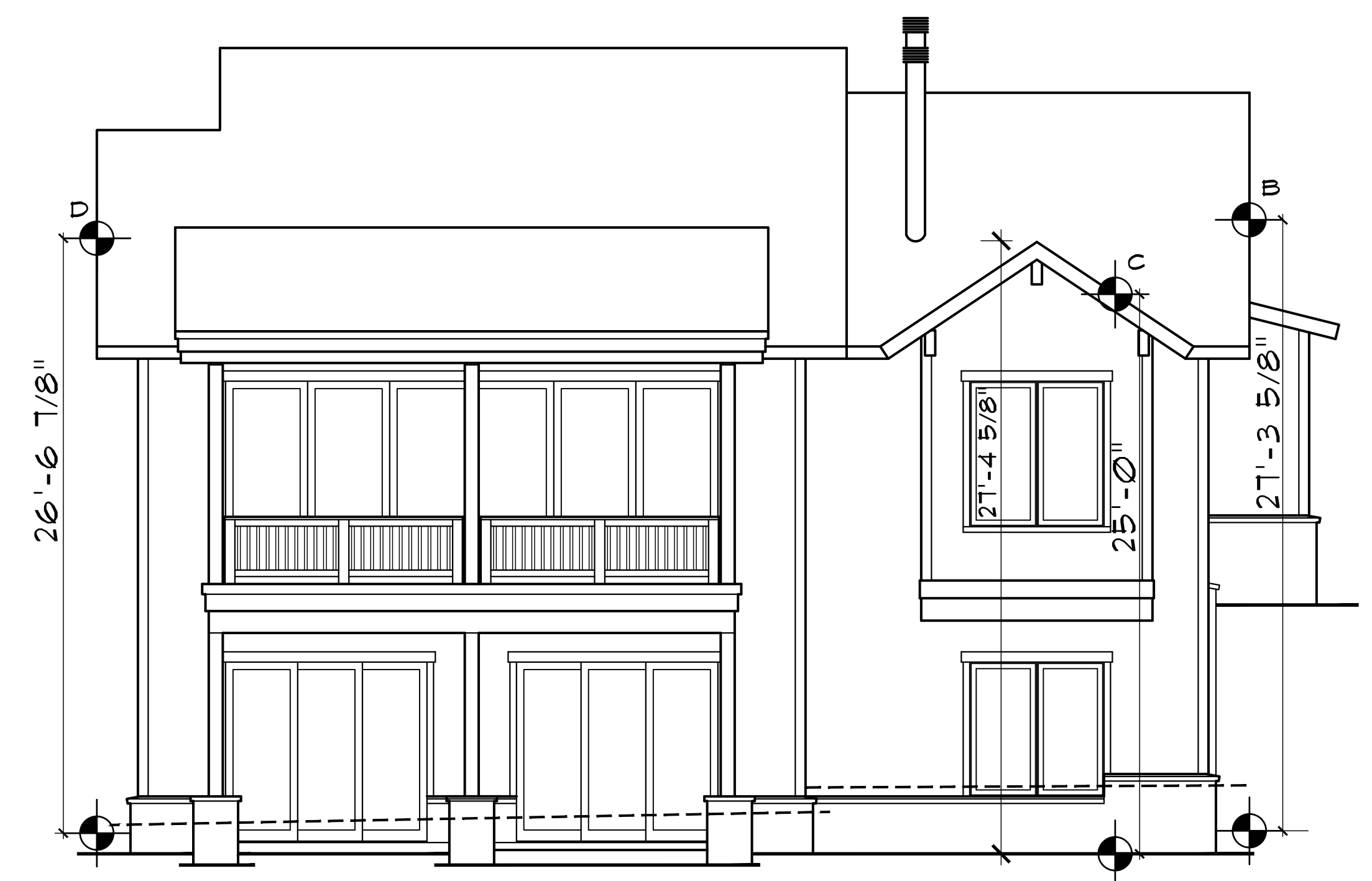
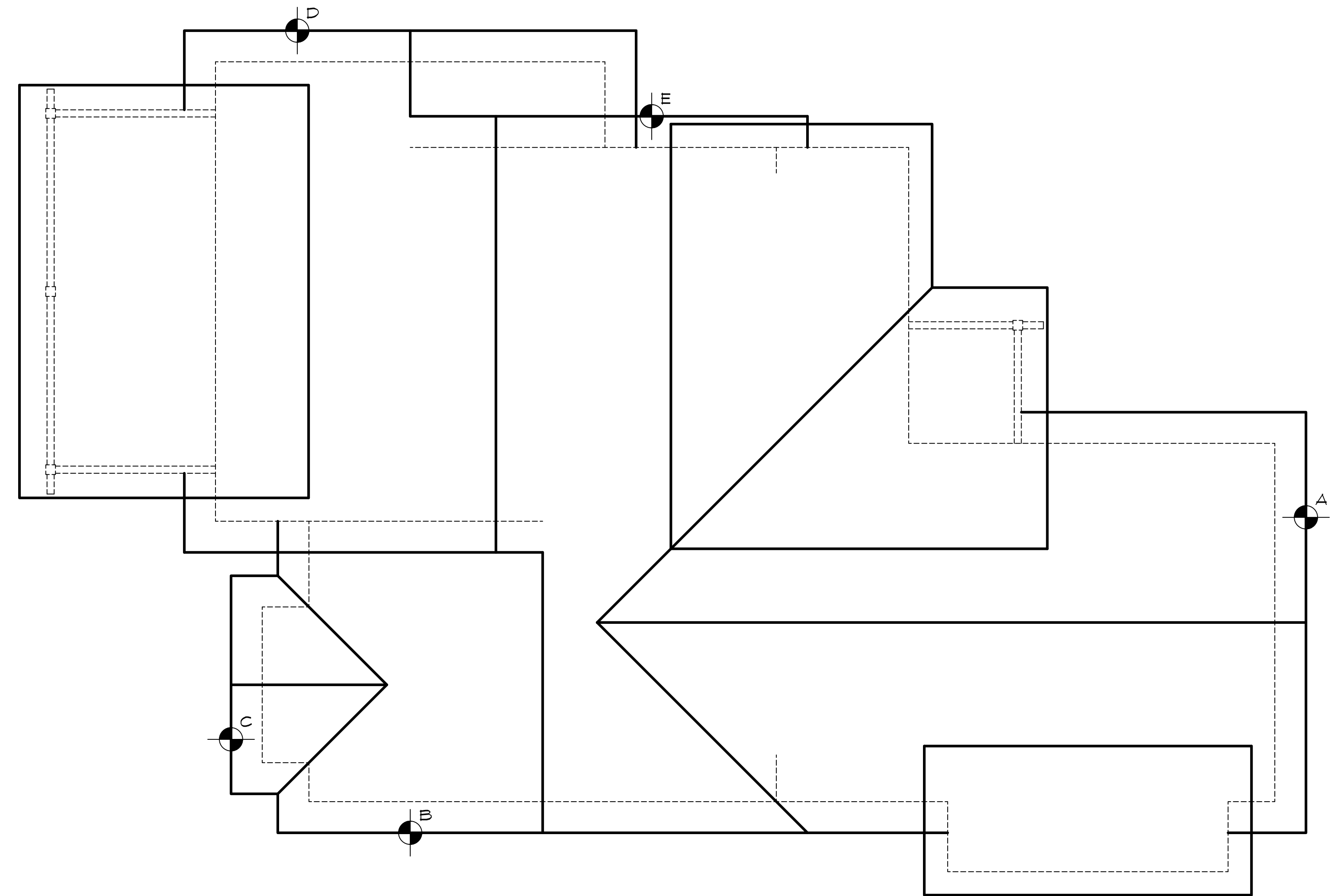
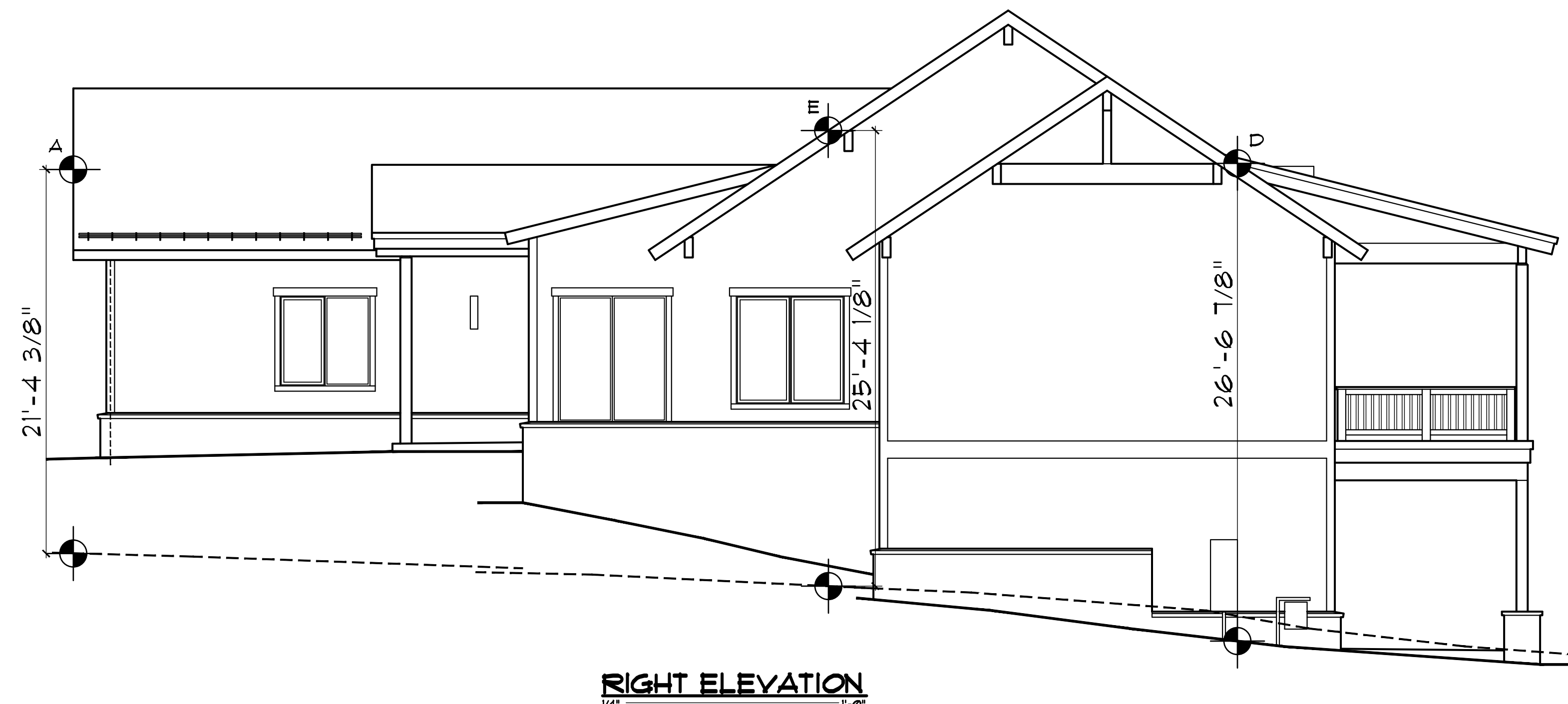
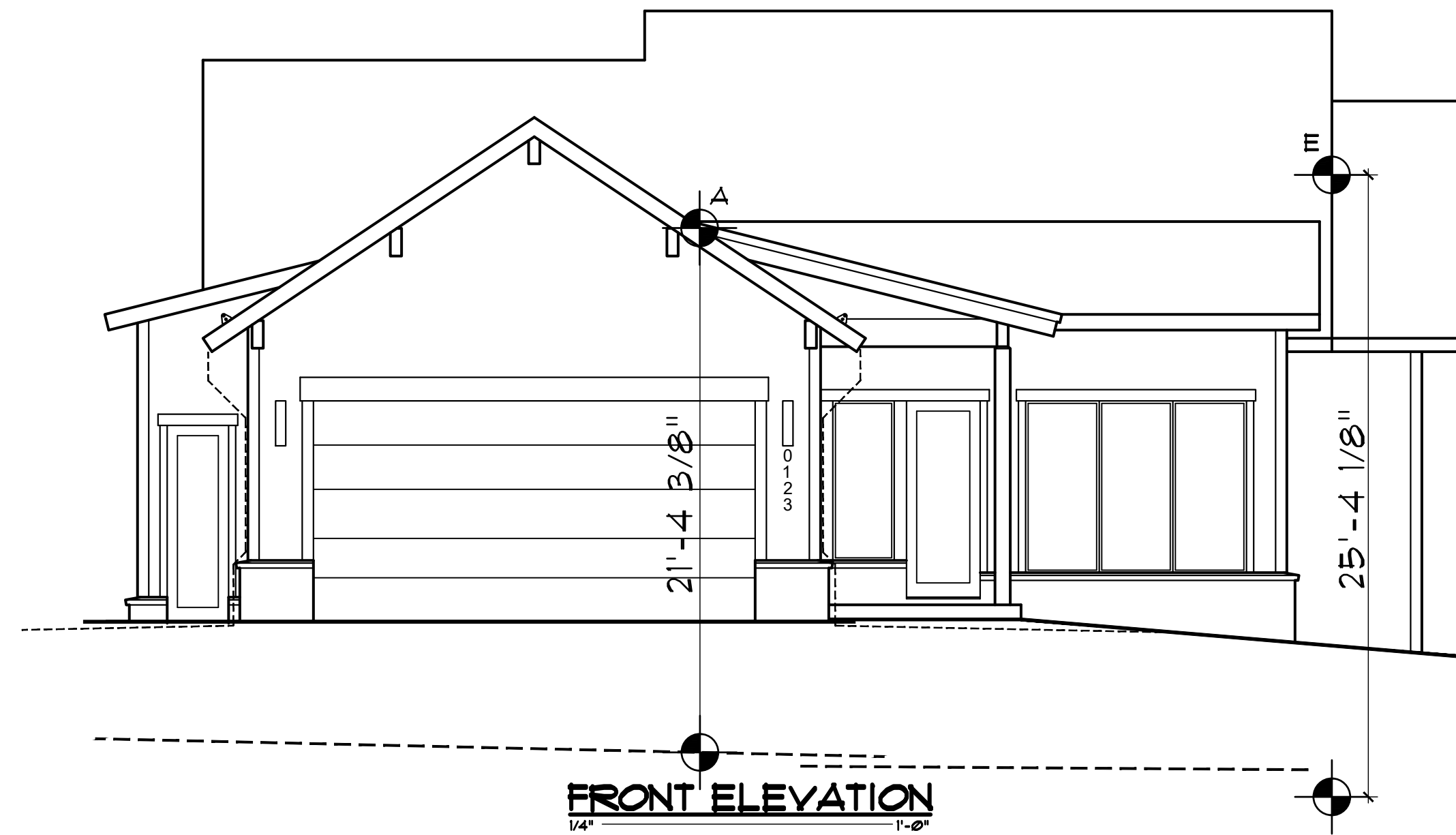
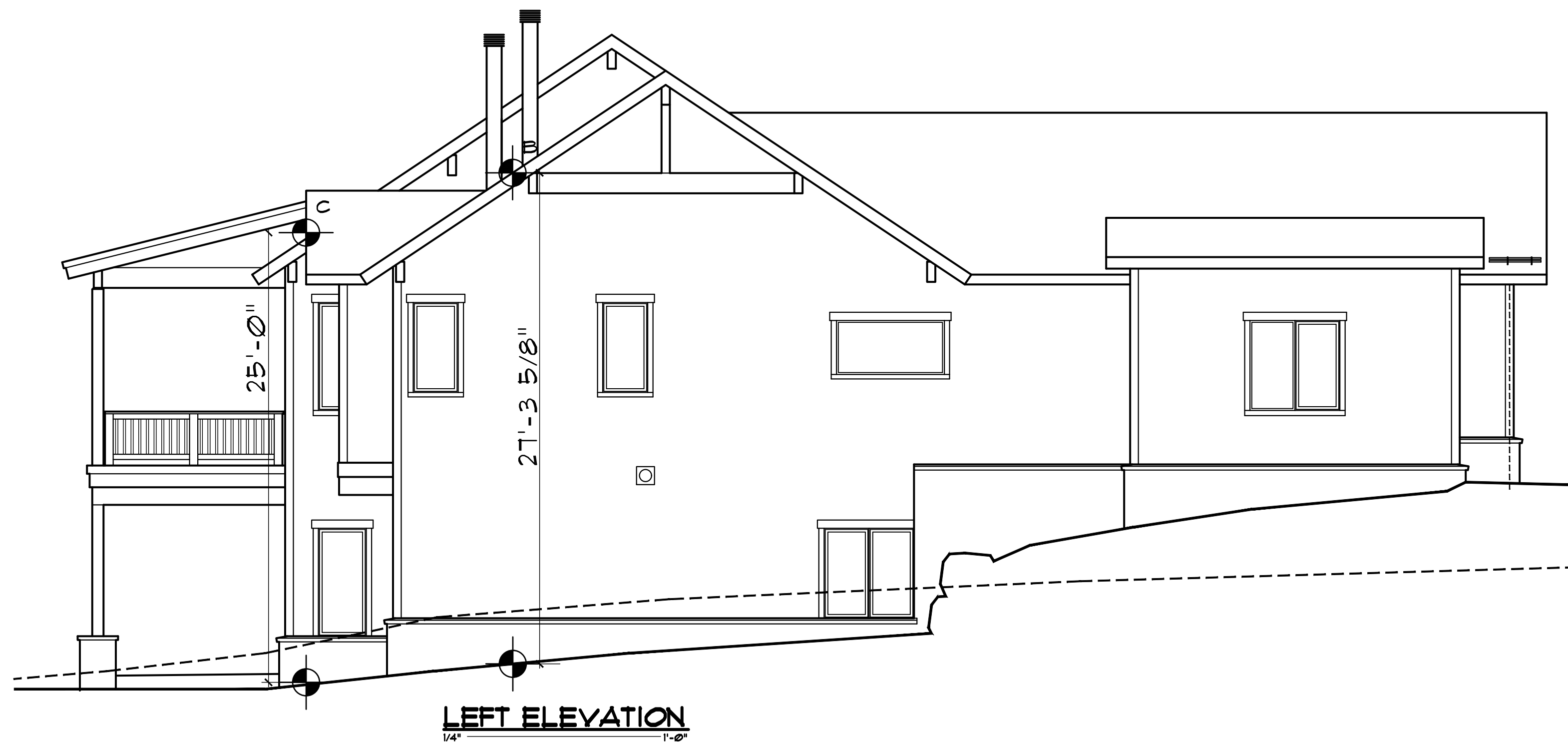
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#	DATE	BY	COMMENTS
1	7-12-24	DUE	DRB SUBMITTAL SET

BH1

74

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



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

Design Review Board Hearing

Final Plan Review for New Home

0171 Miles End Lane

Hearing Date:	August 14, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Emily & Frank Riccio
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 21
Address:	0171 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	Approval

Staff Report

I. Summary of Request:

The Applicants, Emily and Frank Riccio, request Final Plan review of a new, four-bedroom, 3,708 (gross) square foot single-family residence located at 0171 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant’s representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans

The plans show a two-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet and 3 and 1/2 inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

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

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

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

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

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

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

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

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

Design Review Process

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

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

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

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

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

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

Staff suggests that the final plans for 0171 Miles End Lane meet or can be revised to meet the required findings ‘a,’ ‘b,’ and ‘c’ or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

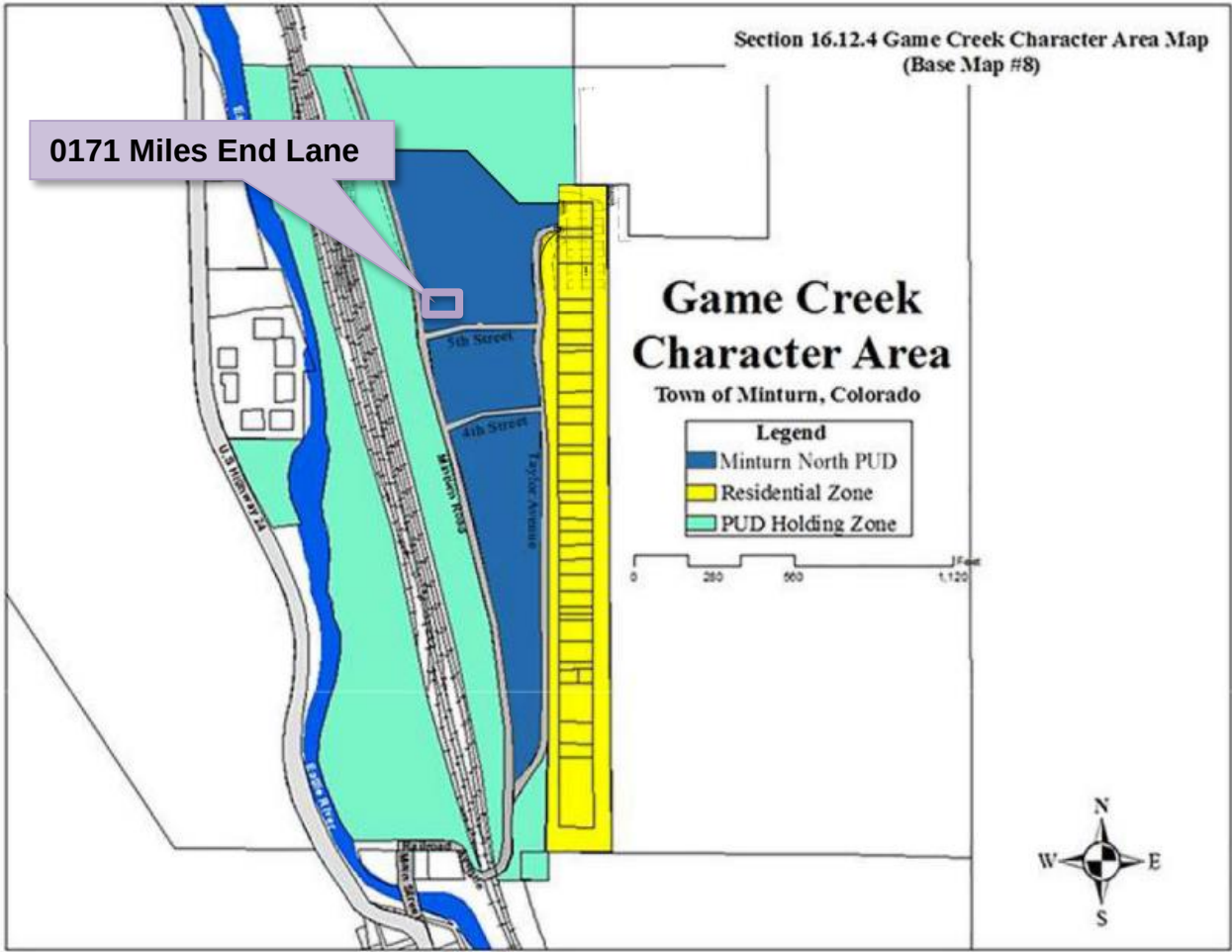
Zoning

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

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

Rest of page left intentionally blank

Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

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

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	7,143.84 sq. ft.	7,143.84 sq. ft. (.164 ac.)
Maximum Building Height:	28 feet	27 feet – 3 1/2 inches
Minimum Front Setback:	20 feet	20 feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10 feet

Maximum Lot Coverage:	50% (3,571.92 sq. ft.)	2,625 sq. ft. (36.74%) Proposed
Maximum Impervious Coverage:	60% (4,286.30 sq. ft.)	3,283 sq. ft. (45.96%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (7,143.84 sq. ft. x .05 = 357.19 sq. ft.)	383 sq. ft.
Parking:	4 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design

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

Final Site, Grading and Drainage Design

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

Mass and Form

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

“c. Massing and Scale

“A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.

“Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.”

-Town of Minturn Design Guidelines

Staff Response:

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

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

V. **Items of Note:**

Staff has flagged no issues.

VI. **Staff Recommendation:**

Staff suggests that the Final Plans for 0171 Miles End Lane generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix ‘B’) of the Minturn Town Code.

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

July 26, 2024

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

Re: 171 Miles End Lane
Lot 21, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled “Riccio Residence; Lot 21, Minturn North, Minturn Colorado” prepared July 12, 2024, by Eggers Architecture Inc. (Plans) included in the DRB application for Lot 21, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

Paragraphs a through e:

“Final Plat: Minturn North PUD” recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through i:

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

Section (C) (3) Site Plan:

Sheet BH1 provides Building height information necessary for Planning Staff review.

VAIL VALLEY OFFICE

30 Benchmark Road, Suite 216 | 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: 171 Miles End Lane
Lot 21, Minturn North PUD
DRB Submittal Review
Project No. 24-0001

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

Sheet C1 of the Plans "*Lot 21 Minturn North PUD; Site Grading and Drainage Plan*" prepared July 12, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

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

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

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



DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
 Phone: 970-827-5645 Fax: 970-827-5545 Email: planner1@minturn.org

Project Name:			
Minturn North – Riccio Residence			
Project Location			
Street Address: 0171 Miles End Lane			
Zoning: Residential		Parcel Number(s): 2103-262-30-022	
Application Request:			
Design review of new single-family home			
Applicant:			
Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC			
Mailing Address: PO Box 2633 Edwards, CO 81632			
Phone: 970-926-1720		Email: THermes@ResortConceptsCO.com	
Property Owner:			
Name: Emily & Frank Riccio			
Mailing Address:			
Phone: 646-522-1644 (Emily)		Email: EmilyHRiccio@gmail.com / FrankRiccio@yahoo.com	
Required Information:			
Lot Size: 0.164 ac	Type of Residence (Single Family, ADU, Duplex) SFH	# of Bedrooms 4	# On-site Parking Spaces 4
# of Stories: 2	Snow storage sq ft: 371 sf	Building Footprint sq ft: 2,405 sf	Total sq ft Impervious Surface: 3,050 sf
Signature:			
Fee Paid: _____ Date Received: _____ Planner: _____			



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



Fascia, Columns, Soffits & Railing
Color: Custom Stain



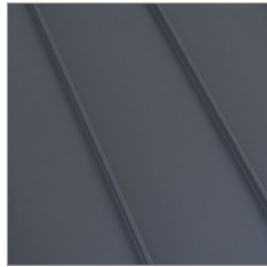
Vertical Siding
1"x8" – Butt Joint, Smooth
Color: Custom Stain



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont
Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Matte Black



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



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



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



Entry Door
Solid Wood
Color: Custom Stain



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

PERSPECTIVE 1



MINTURN NORTH - LOT 21

DRB DESIGN REVIEW - 3D VIEWS
JULY 18, 2024

EGGERS ARCHITECTURE, INC. **AXIS** DESIGN

RESORT CONCEPTS

PERSPECTIVE 2



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

MINTURN NORTH - LOT 21

DRB DESIGN REVIEW - 3D VIEWS
JULY 18, 2024

EGGERS ARCHITECTURE, INC. AXIS DESIGN

RESORT CONCEPTS

RICCIO RESIDENCE
LOT 21
MINTURN NORTH
MINTURN, COLORADO

DRB SUBMITTAL SET

JULY 12, 2024



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

OWNER'S REPRESENTATIVE

RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT

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

STRUCTURAL ENGINEER

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

LANDSCAPE ARCHITECT

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

CIVIL ENGINEER

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

SURVEYOR

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

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
LOWER LEVEL:	1,374 SF	124 SF		1,498 SF
MAIN LEVEL:	1,588 SF		622 SF	2,210 SF
TOTALS:	2,962 SF	124 SF	622 SF	3,708 SF

LOT AREA:	7,143.84 SF		
BUILDING COVERAGE:	2,625 SF	36.74 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	3,283 SF	45.96 %	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

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

DRAWING SCHEDULE

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

Section 4, Item D.

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

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

RICCIO
LOT 21
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L21

#	DATE	BY	COMMENTS	DUE
1	1-12-24		DRB SUBMITTAL SET	

C

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

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of March, 2024, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

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

BY:

MAYOR
TOWN OF MINTURN, COLORADO

ATTEST:

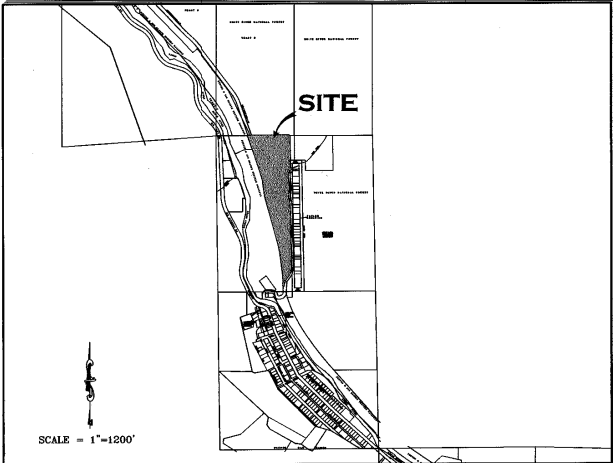
TOWN CLERK
TOWN OF MINTURN, COLORADO

LAND USE TABLE

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

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

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



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

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- The purpose of this Final Plat is to create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
- Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
- Survey Date: December, 2022 through July 2023.
- Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC30450645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 2014/00764 along with plat and survey monumentation referenced herein (to include the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitment referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
- Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
- Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
- Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
- Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
- Item 15 - Does not effect these Platted lands but references conveyance of portions of Taylor Addition to the Town of Minturn.
- Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
- Item 17 & 18- Do not effect subject Parcel.
- Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined herein.
- Item 20 - Does not effect these Platted lands. (k.a. subject parcel)
- Item 21 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
- Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner herein.
- Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
- Item 29 - Parcel is subject to 190440 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has to be have been Terminated prior to the Recording of this Plat.
- These platted lands are subject to:
 - The Minturn North P.U.D. Guide recorded as Reception no. 202402232
 - The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated herein as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489.

PERTAINING TO HEREON CREATED EASEMENTS:

- the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress.
 - a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated herein as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

GENERAL NOTES CONTINUED:

- Continued...
 - Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non-vehicular access.
 - Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq.
- FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
- the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
 - non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Parking, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iv) Landscaping use, and maintenance.
 - non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage, Landscape and Trail Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
 - non-exclusive Trail Easement on, over, under, above, across and through those areas designated herein as "Trail Easement" for the purpose of i) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, use and repair.
 - Maintenance of any path improvements within the "Trail Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Public Utility and Drainage Easement", as shown in Tract C, on sheet 2 of 5, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

SURVEYOR'S CERTIFICATE

I, Matthew S. Slagle, do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado, that this Subdivision Plat is a true, correct and complete plat of MINTURN NORTH P.U.D., as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights-of-way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that it has been prepared in accordance with applicable standards of practice, and that such plat is not a guaranty or warranty, either expressed or implied.



Matthew S. Slagle PLS #4998
Professional Land Surveyor
State of Colorado

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

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

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

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

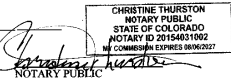
BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
COUNTY OF EAGLE)

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

MY COMMISSION EXPIRES 6 AUG 27

WITNESS MY HAND AND OFFICIAL SEAL



SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, in the Office of the Clerk and Recorder of Eagle County, Colorado, hereby consents to the Subdivision of the lands set forth in this Final Plat of Minturn North, P.U.D., and subordinates the lien represented by the aforesaid deed of Trust to the Dedication and restrictions as shown on this final plat and relative covenants, conditions and restrictions.

MORTGAGEE: Philip Hadley

BY: Philip Hadley as Individual

STATE OF Colorado)
COUNTY OF Eagle)

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

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: Aug 01, 2025



CERTIFICATE OF TAXES PAID

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

DATED THIS 1st OF March, A.D. 2024
ROSE DI
TREASURER OF EAGLE COUNTY

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

DATED THIS 26th DAY OF February, A.D. 2024

AGENT: Matthew S. Slagle

CLERK AND RECORDER'S CERTIFICATE # 539

This Plat was filed for record in the Office of the Clerk and Recorder at 1:59 o'clock P.M., on this 26th day of March, A.D. 2024

BY: Matthew S. Slagle
CLERK AND RECORDER

BY: Matthew S. Slagle
DEPUTY



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

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

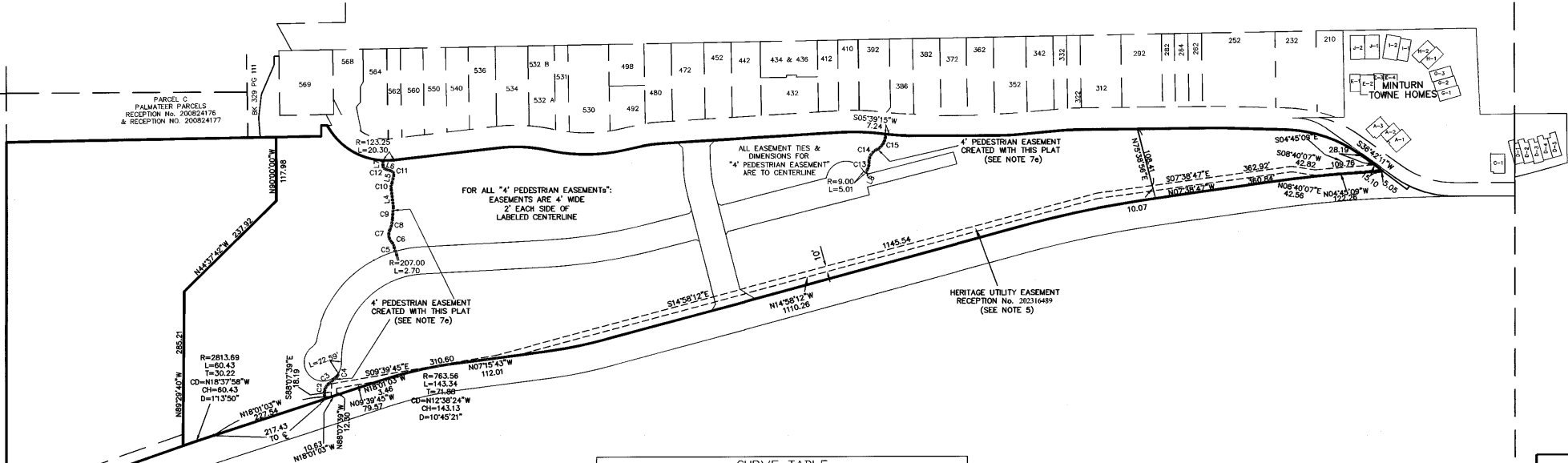
DRAWN BY: MSS JOB NUMBER: 22055 DRAWING NAME: 22055 FP2.dwg
DATE: 08-13-2023

Section 4, Item D.

Eagle County, CO
Regina O'Brien
Pg. 5
REC: \$55.00 DOC: \$0.00
03/04/2024
12:59:18 PM
202402234
88

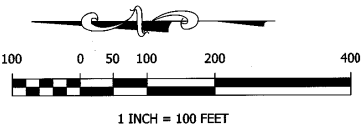
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N63°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S66°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	12°13'31"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.60	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'53"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

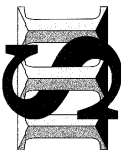


Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

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

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

DRAWN BY:	MSS	DATE:	08-13-2023
CHECKED BY:	MSS	DATE:	08-13-2023
DATE:	2/20/25	DATE:	08-13-2023



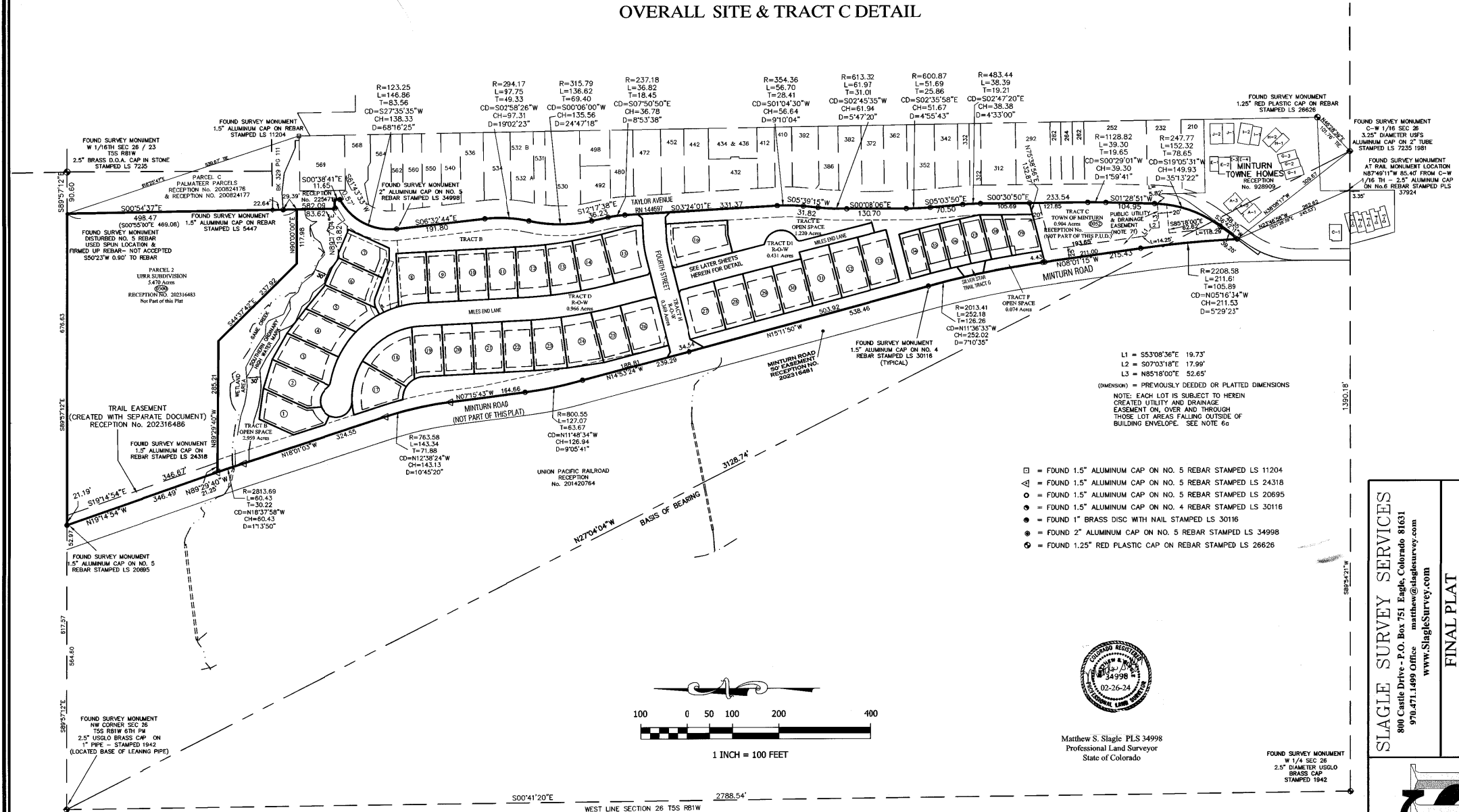
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

FINAL PLAT
MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL



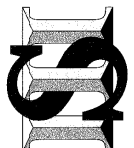
- = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 11204
- △ = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 24318
- = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 20695
- = FOUND 1.5" ALUMINUM CAP ON NO. 4 REBAR STAMPED LS 30116
- = FOUND 1" BRASS DISC WITH NAIL STAMPED LS 30116
- = FOUND 2" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 34998
- = FOUND 1.25" RED PLASTIC CAP ON REBAR STAMPED LS 26626



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

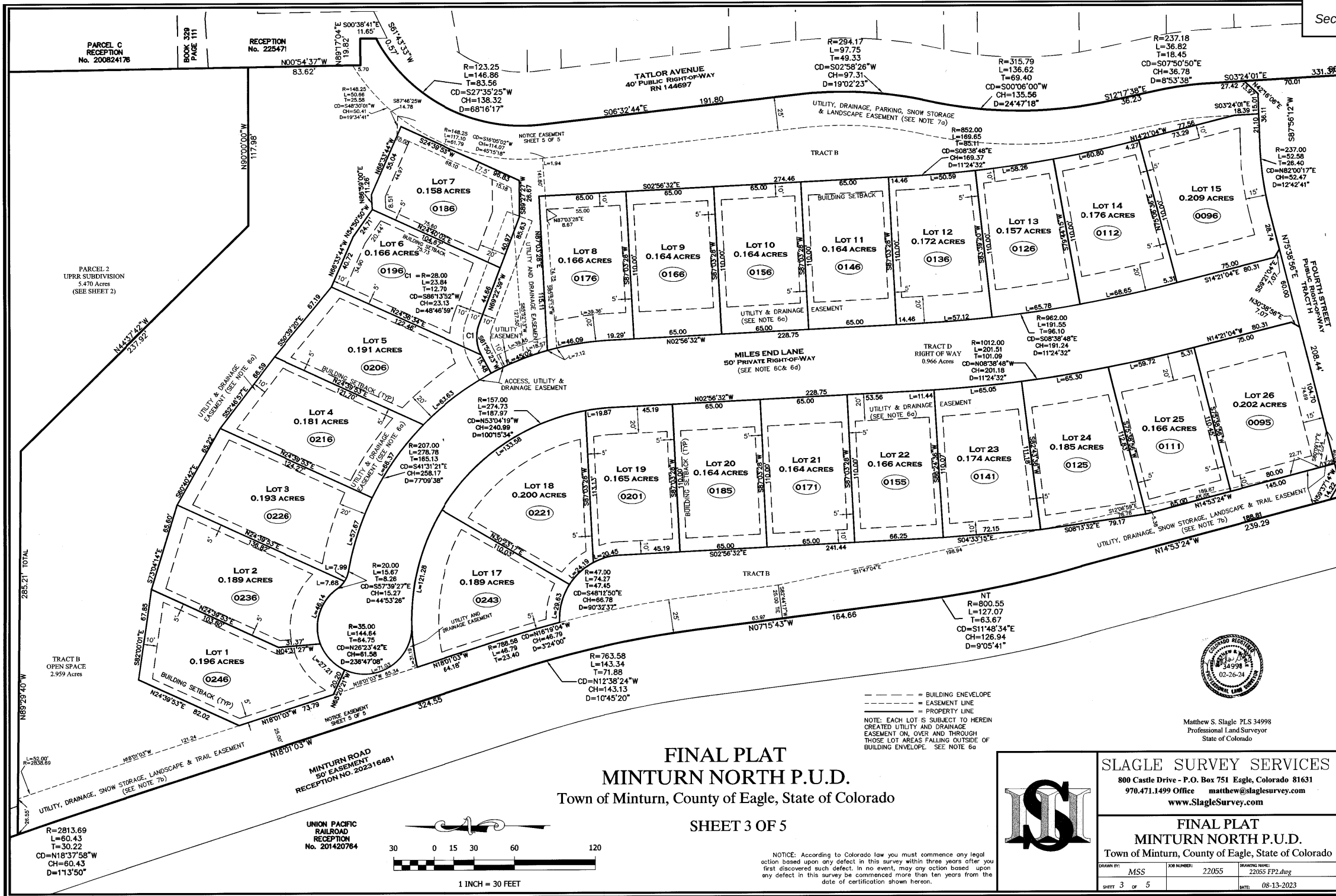
SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

FINAL PLAT MINTURN NORTH P.U.D.	
Town of Minturn, County of Eagle, State of Colorado	
COUNTY BY: MISS	DATE: 08-15-2023
SHEET 2 OF 5	



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

202402234



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

SHEET 3 OF 5

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

Matthew S. Slagle PLS 34998
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State of Colorado

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www.SlagleSurvey.com



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

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

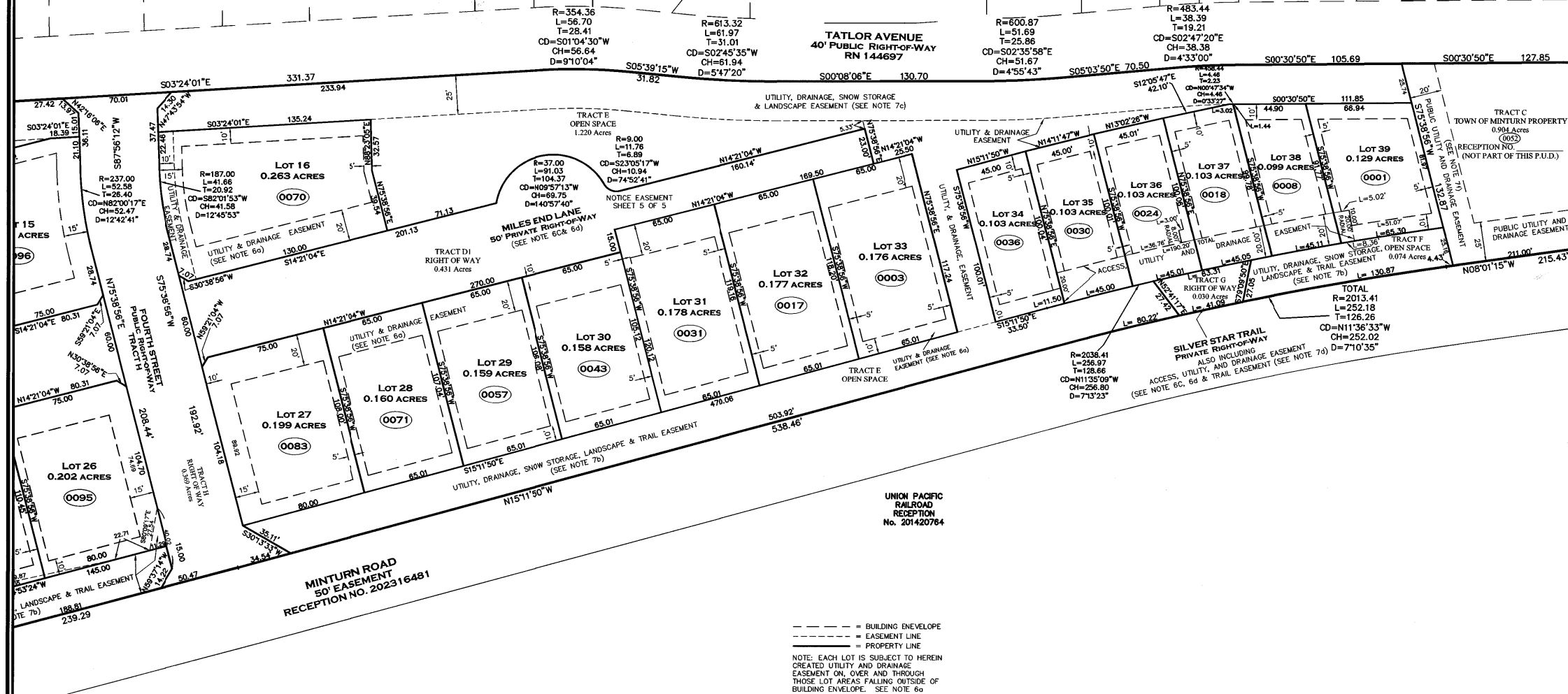
202402234

FINAL PLAT

MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

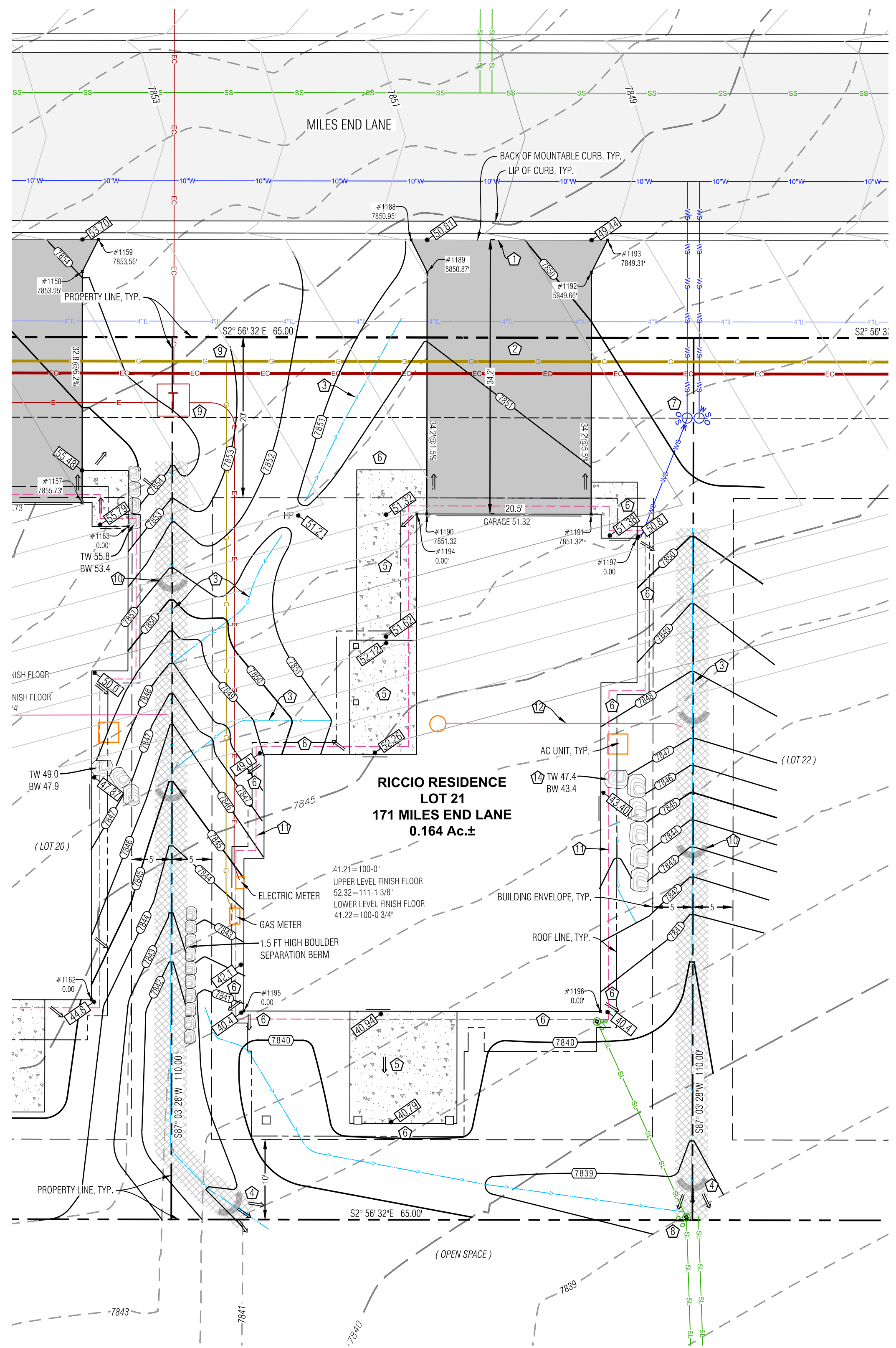
SHEET 4 OF 5



Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

[illegible]

File Name: mn lot 21 sp-01.dwg

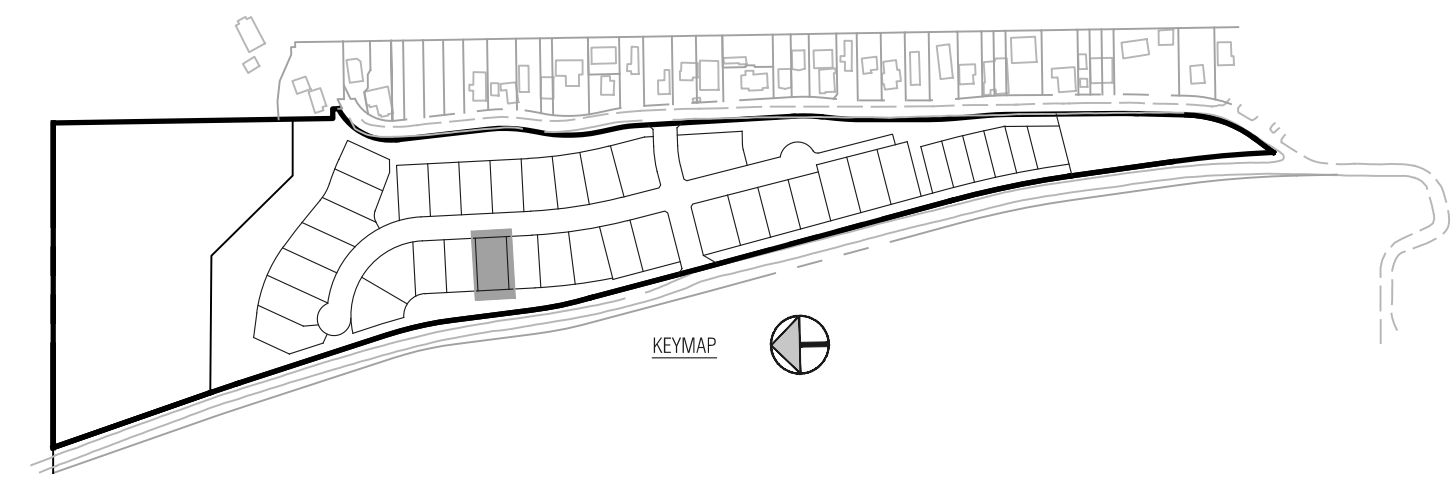


Point Table				
Point #	Desc.	Elev.	North	East
1188	Driveway	7850.95'	4091.71	5449.87
1189	Driveway	5850.67'	4089.51	5445.97
1190	Driveway	7851.32'	4087.96	5415.84
1191	Driveway	7851.32'	4067.49	5416.80
1192	Driveway	5849.66'	4069.04	5447.03
1193	Driveway	7849.31'	4067.24	5451.12
1194	Building Corner	0.00'	4089.21	5415.78
1195	Building Corner	0.00'	4107.50	5352.76
1196	Building Corner	0.00'	4063.06	5355.04
1197	Building Corner	0.00'	4061.59	5414.20

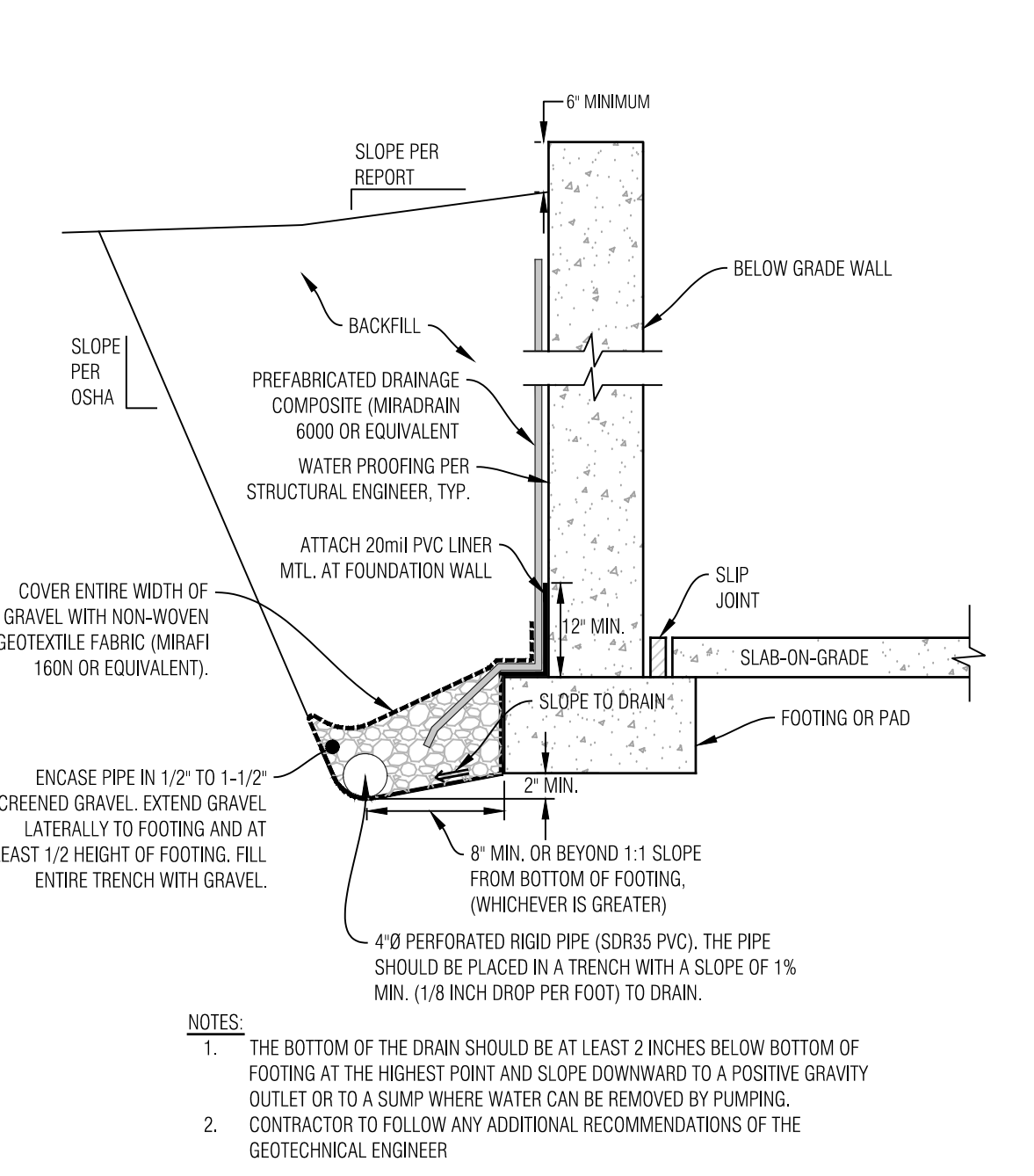
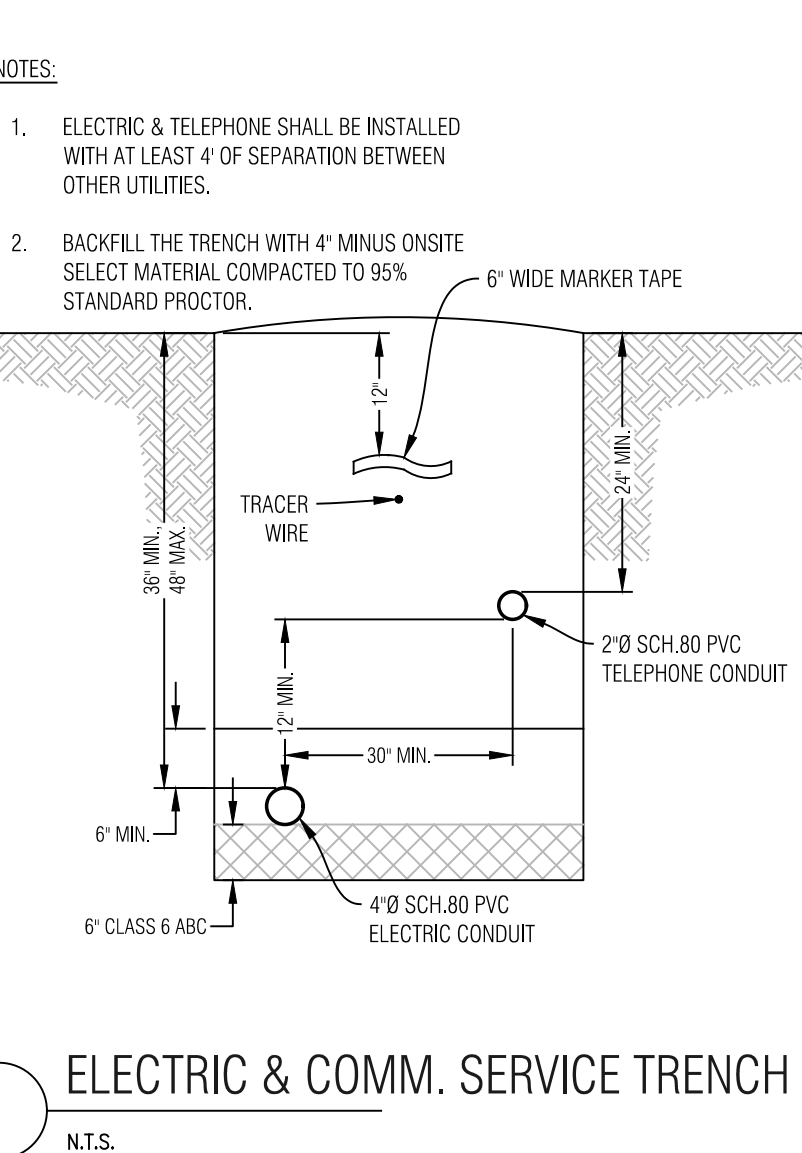
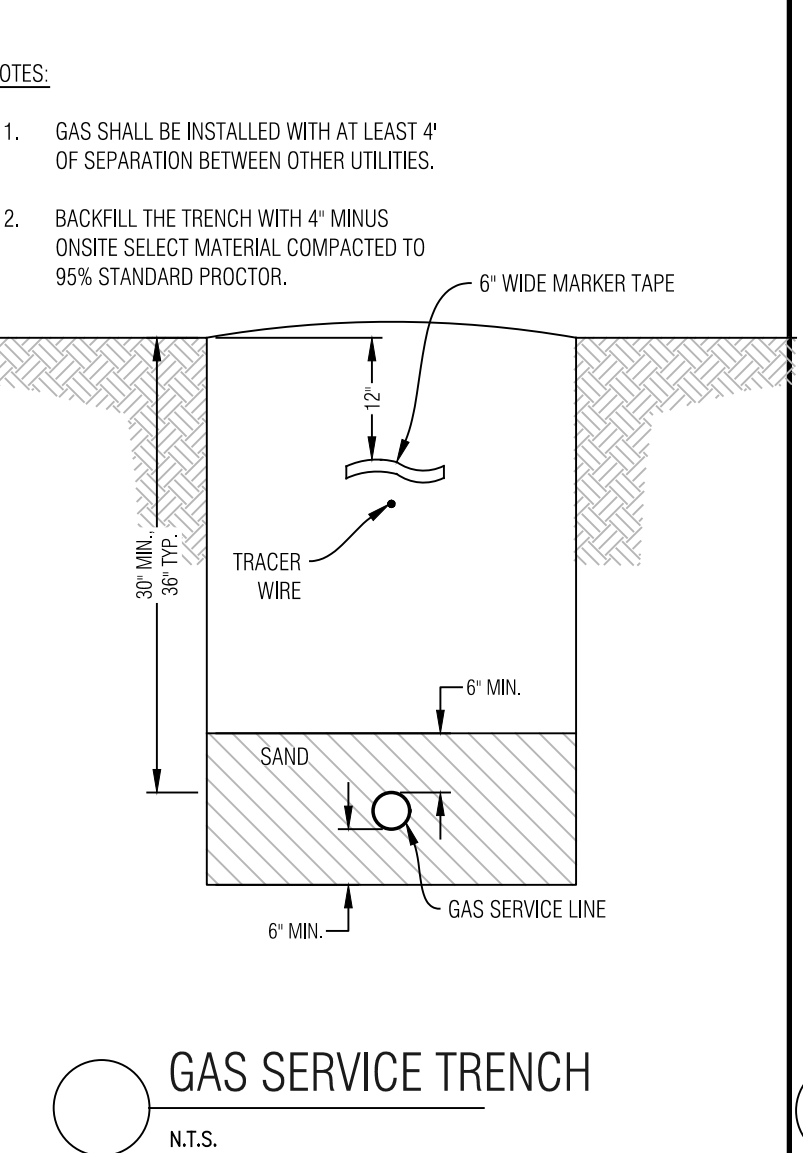
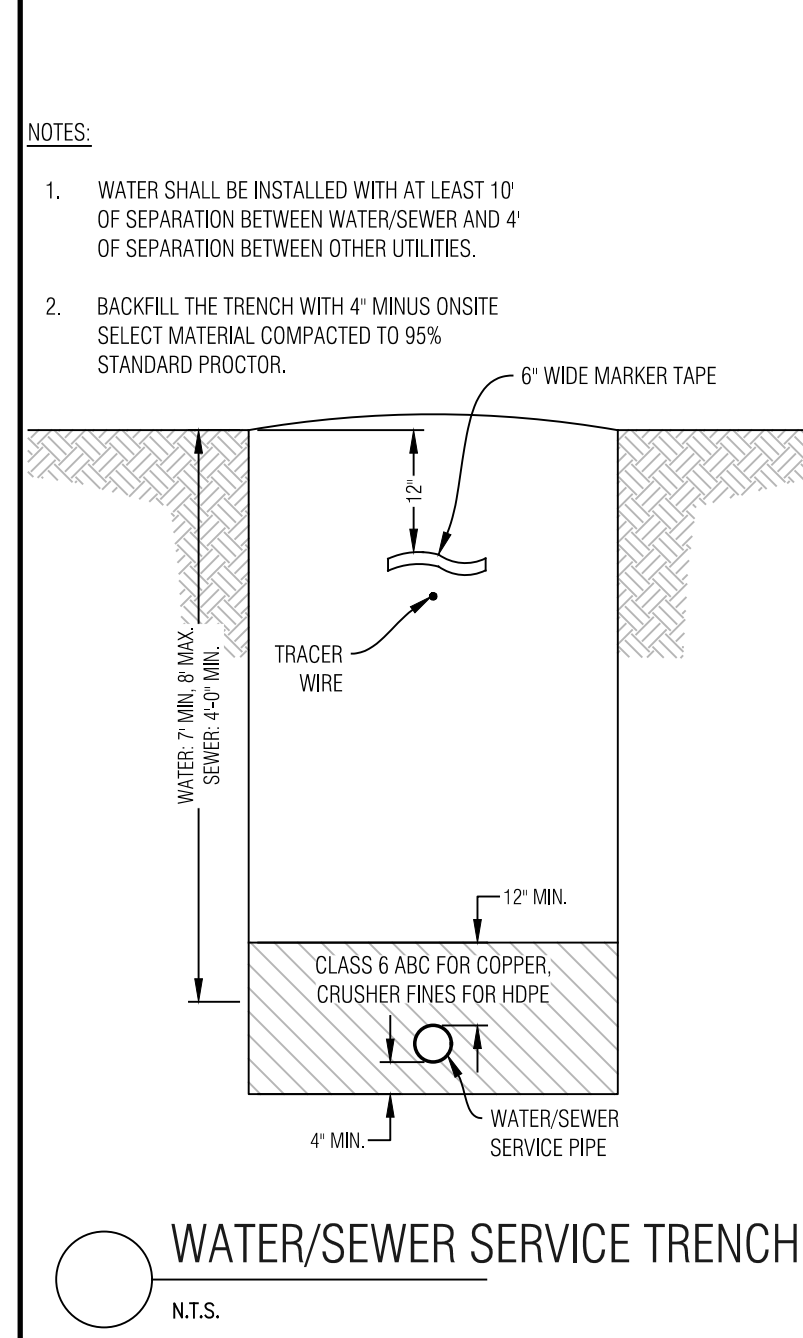
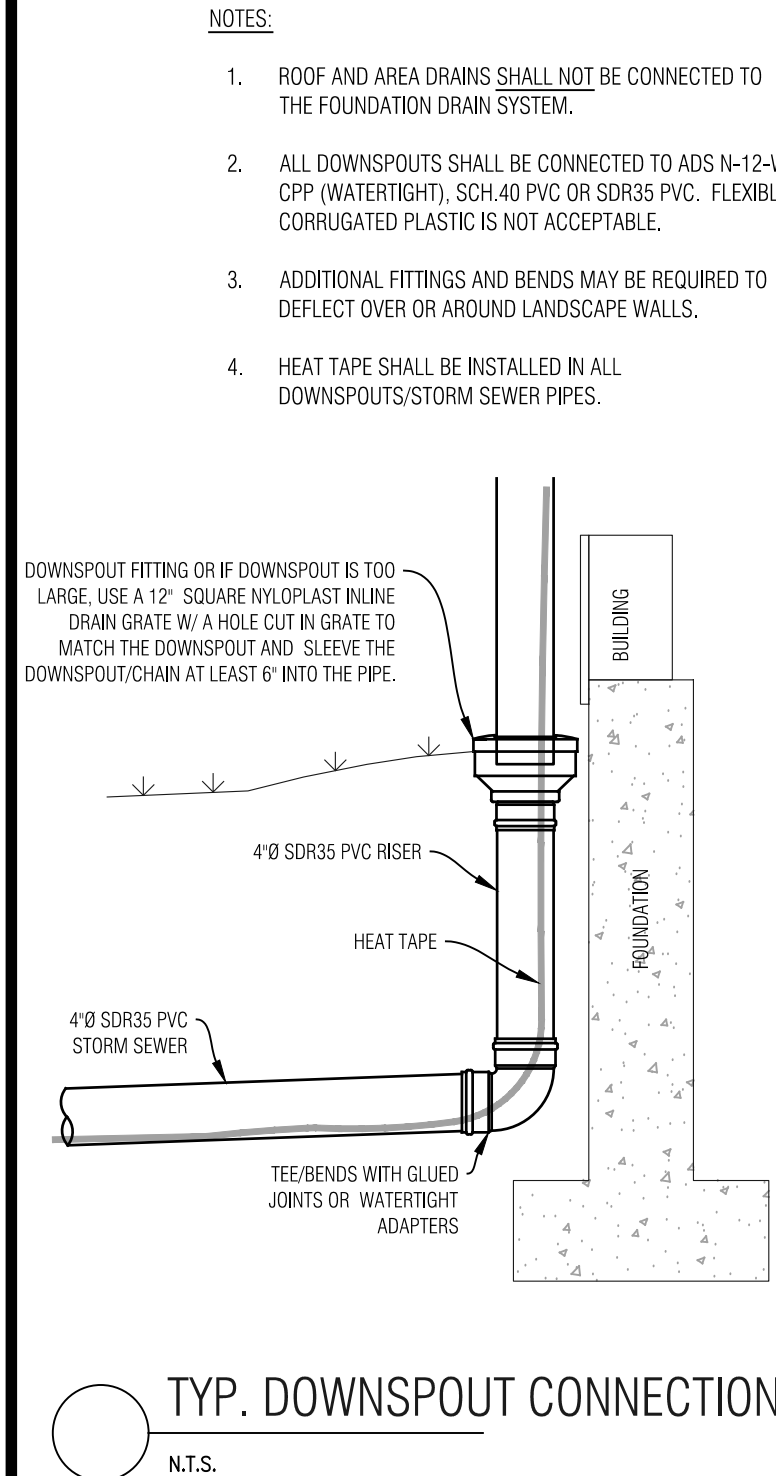
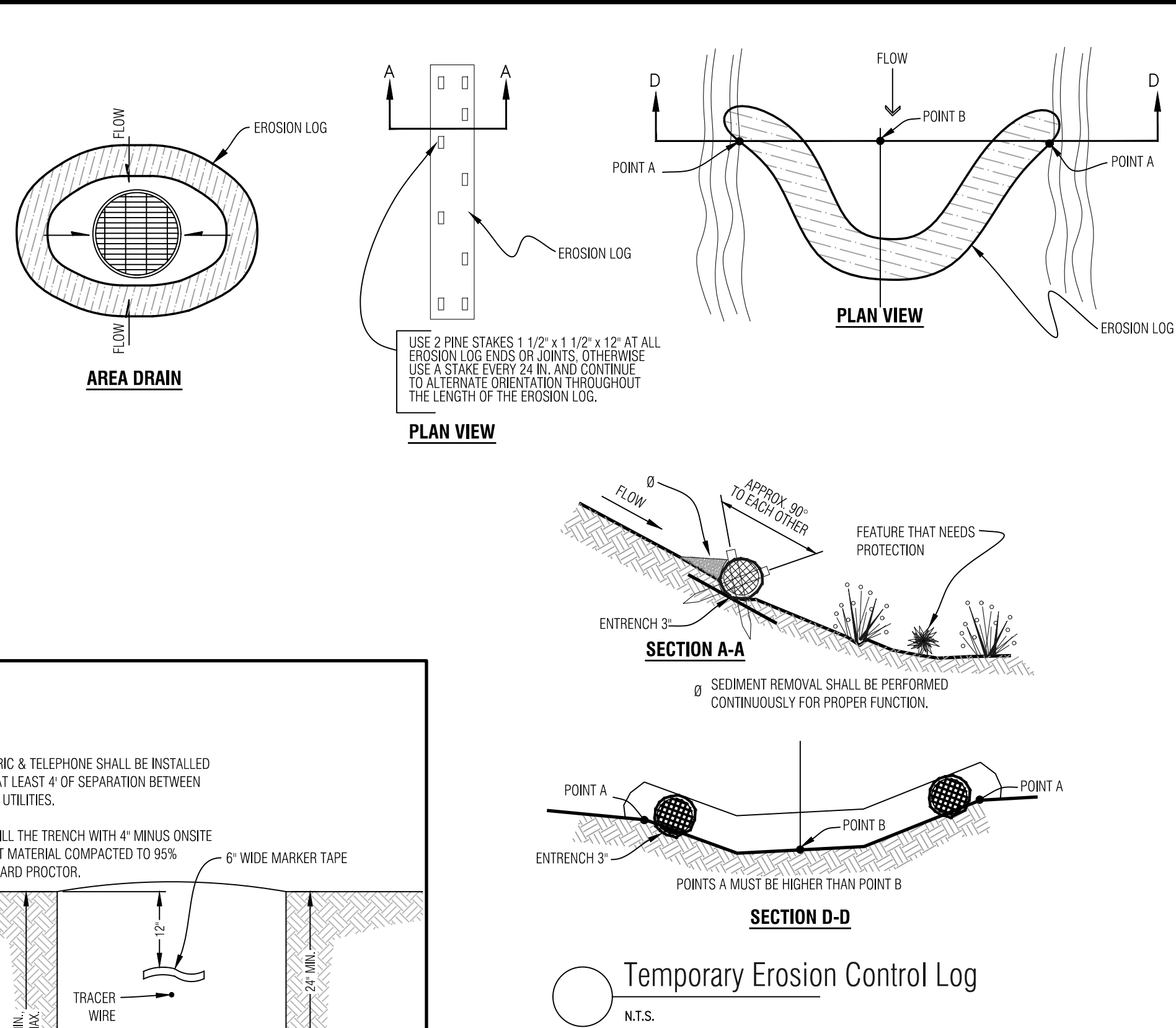
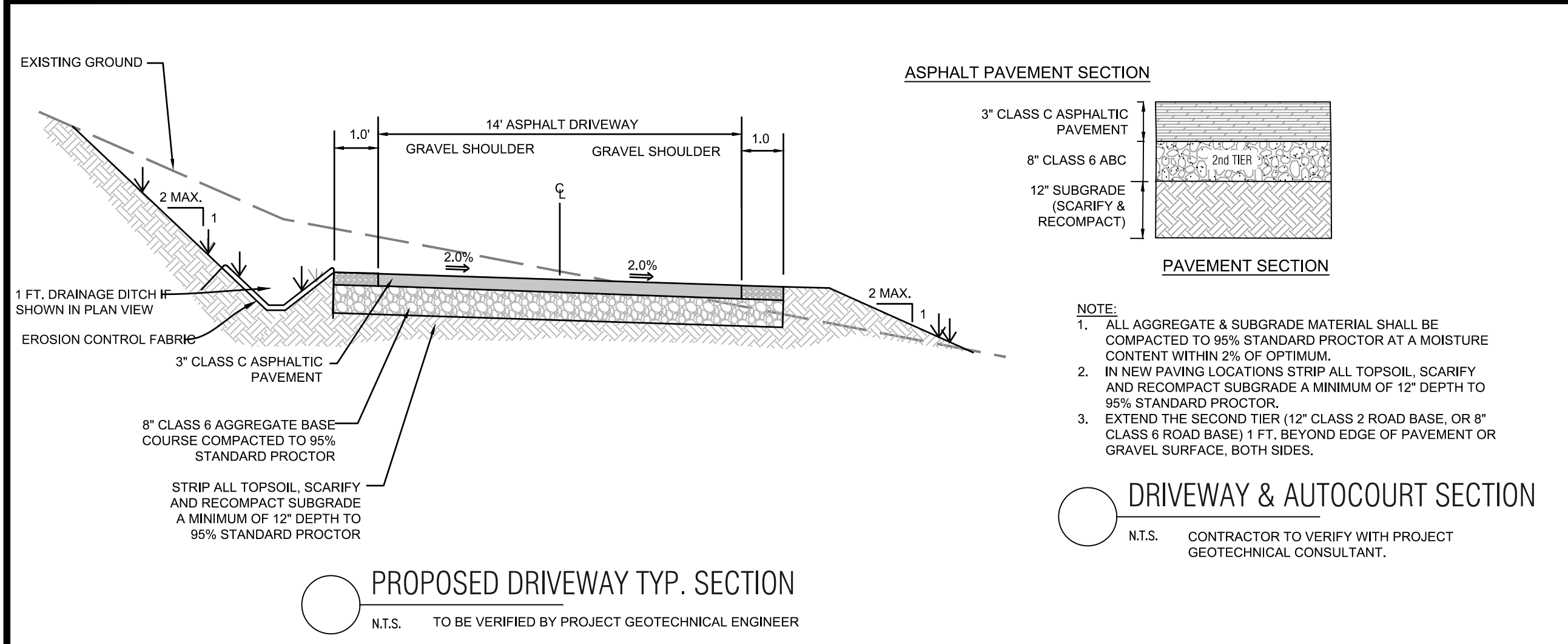
NOTES:

- 1) BASIS OF ELEVATION: NAVD83 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC. JOB NO. 19-1203 DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.
- 2) BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.
- 3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.
- 4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.
- 5) LOT AREA: 7,150 SF ±
DISTURBANCE AREA: 7,150 SF ±
- 6) THIS (CML) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA AND INFORMATION CRITICAL TO THE PROJECT.

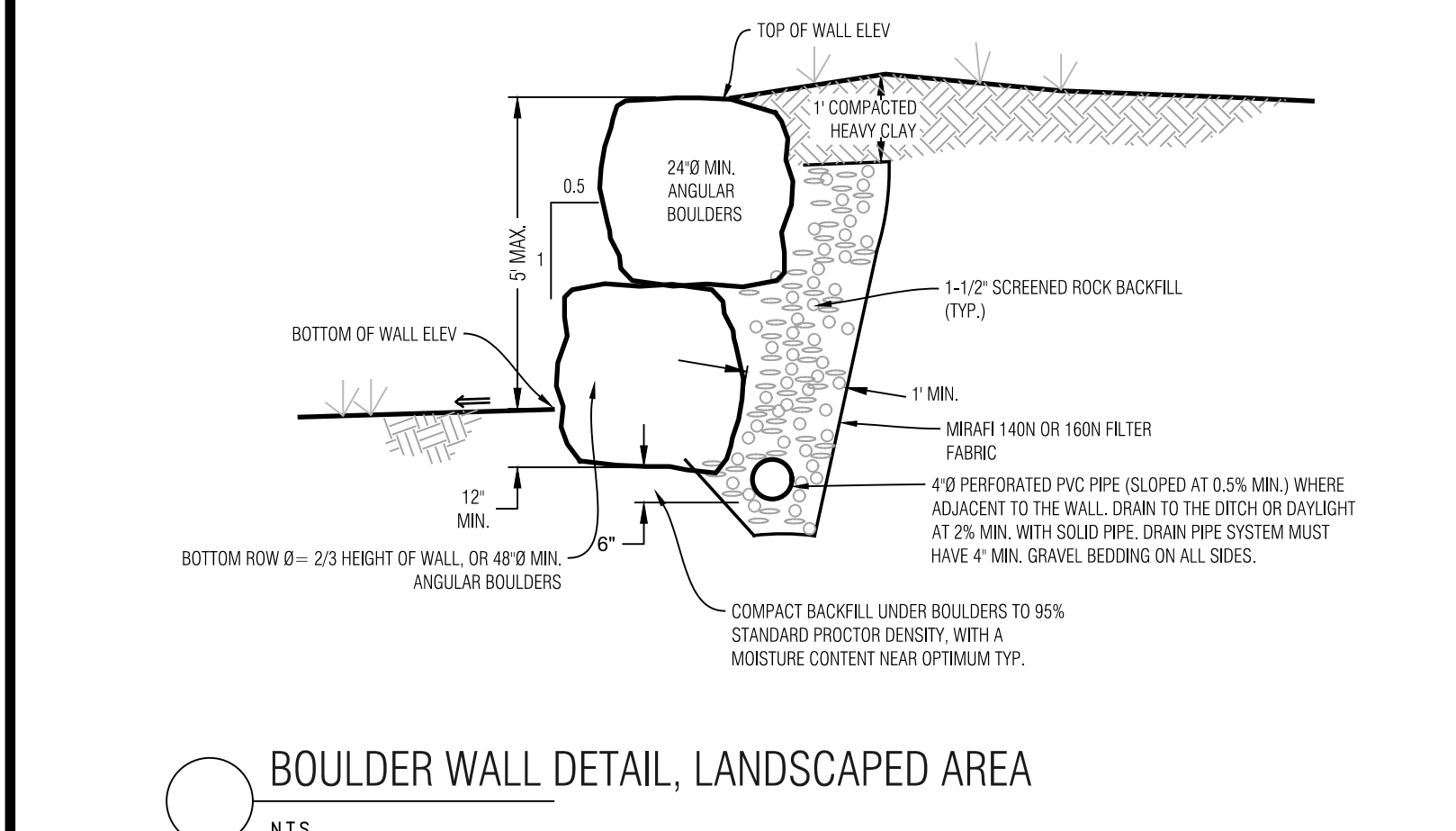
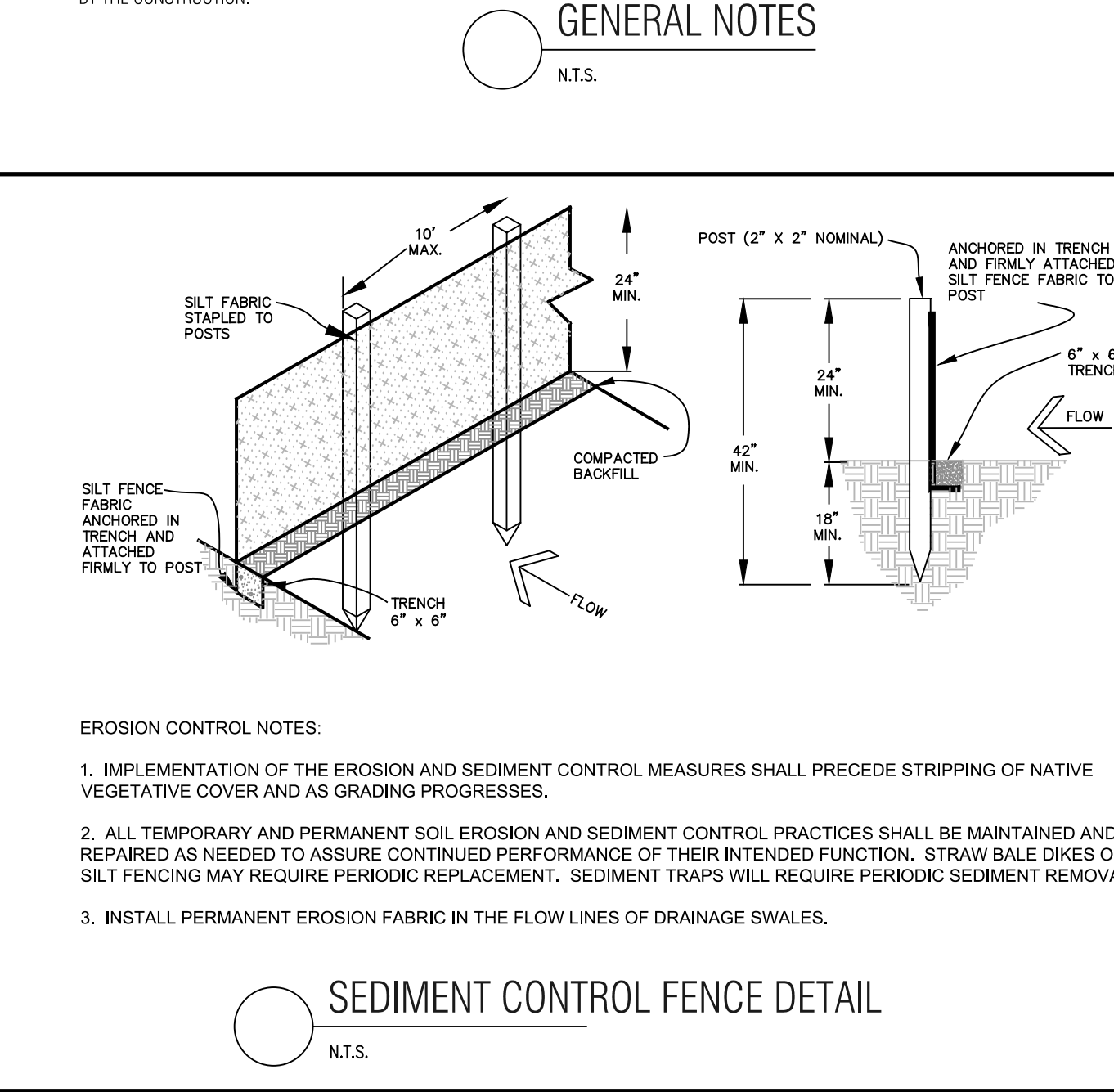
- 1 MATCH TO BACK OF EXISTING CURB.
- 2 PROPOSE ASPHALT DRIVEWAY, AUTO-CURT AND CONCRETE WALKWAYS. STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT. ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
- 3 PROVIDE DRAINAGE SWALE AS SHOWN, WITH NORTH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



N:\PROJECTS\2023\2305-Minturn North Individual Lots.dwg Lot 21 8/10/24 1:47 PM



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



Section 4, Item D.

Boundaries Unlimited Inc.

923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(770) 945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: TBD
Firm: TBD
Date: TBD

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION

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

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

Lot 21, Minturn North P.U.D.

Details and Notes

DRB Submittal 7/12/24

By	Revision	Date	No.
	1	8/10/24	1
	2		2
	3		3
	4		4
	5		5
	6		6
	7		7
	8		8
	9		9

PROJECT NO. 2305
Designer: PAH
Checker: BUI
Date: 8/10/24

Sheet **C2**

File Name: mn lot 21 sp-01.dwg

MINTURN NORTH P.U.D.
LOT 21-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

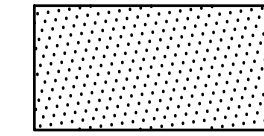
DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: July 12, 2024
REVISIONS:

DRB SUBMITTAL

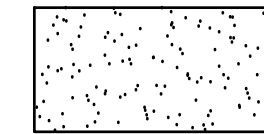
PROPOSED
LANDSCAPE PLAN

L1

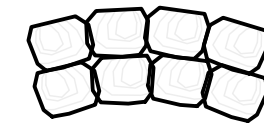
LEGEND



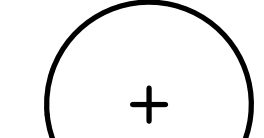
IRRIGATED SOD, REFER TO
L2 FOR DETAILS



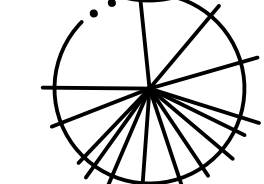
NATIVE SEED MIX WITH
TEMPORARY IRRIGATION,
REFER TO L2 FOR DETAILS



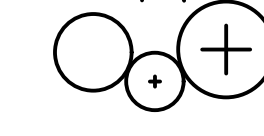
PROPOSED BOULDER
RETAINING WALL, REFER
TO CIVIL ENGINEERING
FOR DETAILS



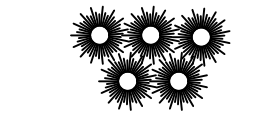
PROPOSED DECIDUOUS
TREE



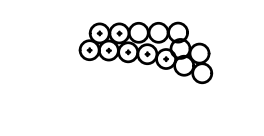
PROPOSED EVERGREEN
TREE



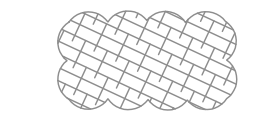
PROPOSED DECIDUOUS
SHRUBS



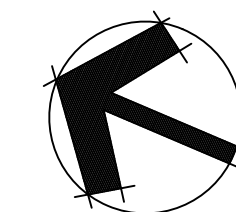
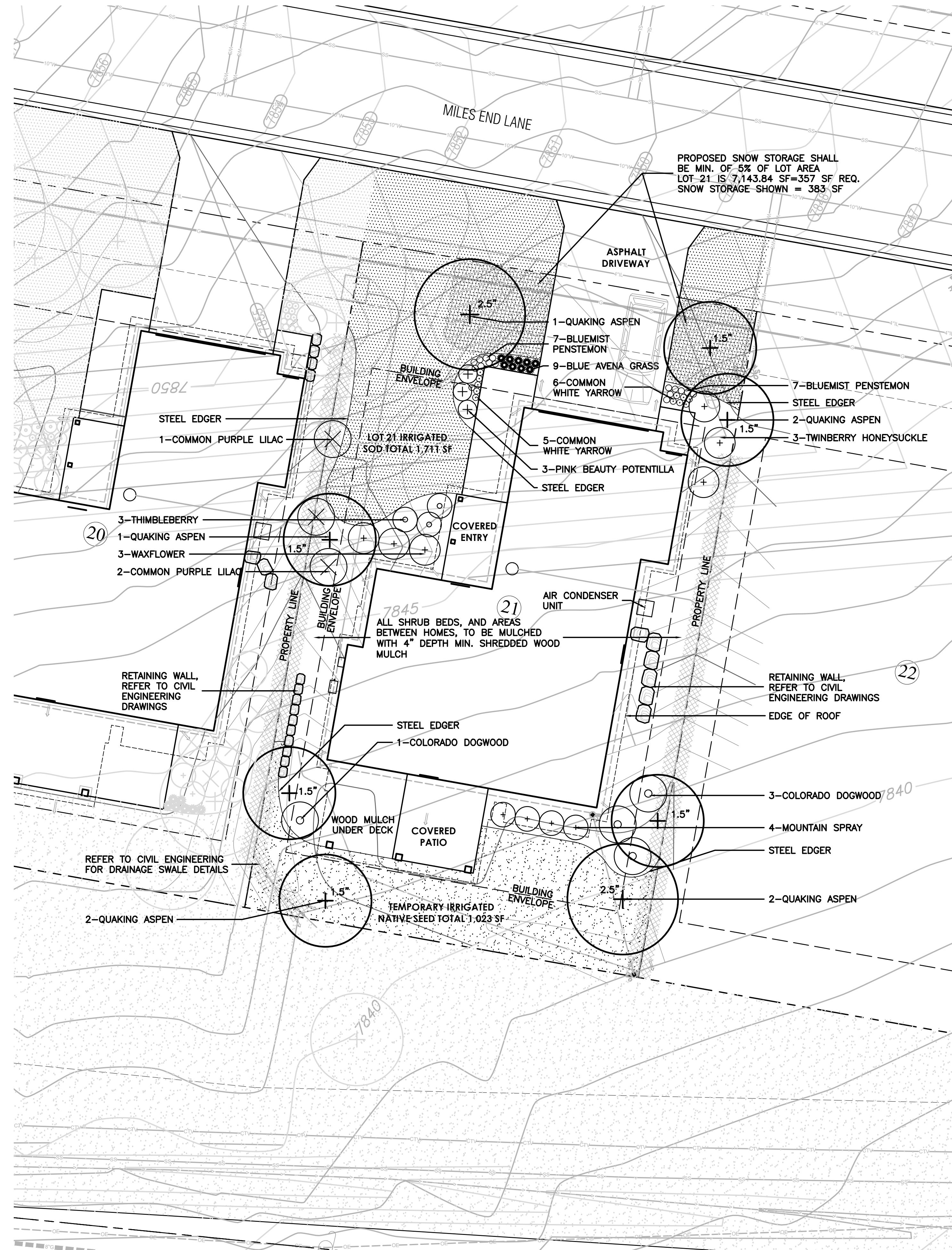
PROPOSED ORNAMENTAL GRASSES



PROPOSED FLOWERING PERENNIALS



SNOW STORAGE AREA



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

General Notes and Specifications:

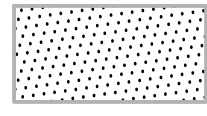
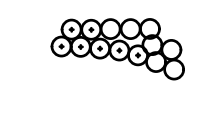
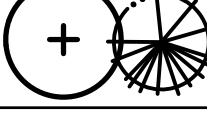
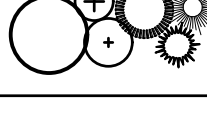
1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed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

Revegetation Notes:

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

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ½ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:		
Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop-Up Spray Irrigation For Bluegrass Sod	1,711 SF
	Permanent micro-spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	8 TREES x 4.5 SF = 36 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,868 SF
	Temporary Spray Irrigation For Native Seed	1,023 SF

IRRIGATION NOTES:

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

ALL DISTURBED AREAS SHALL BE SEEDED WITH:

'DRY NATIVE MOUNTAIN' SEED MIX

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

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

NOTES:

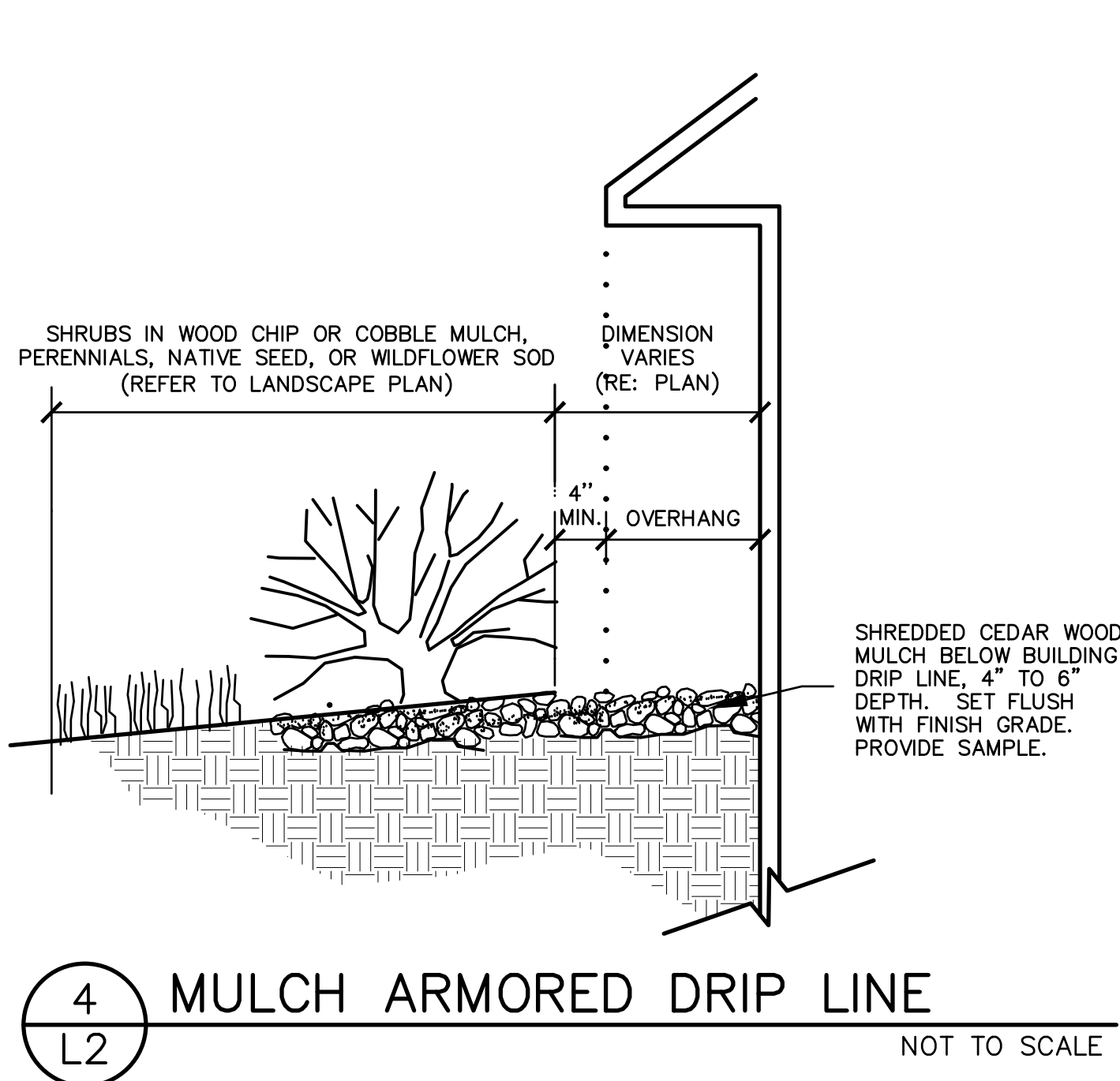
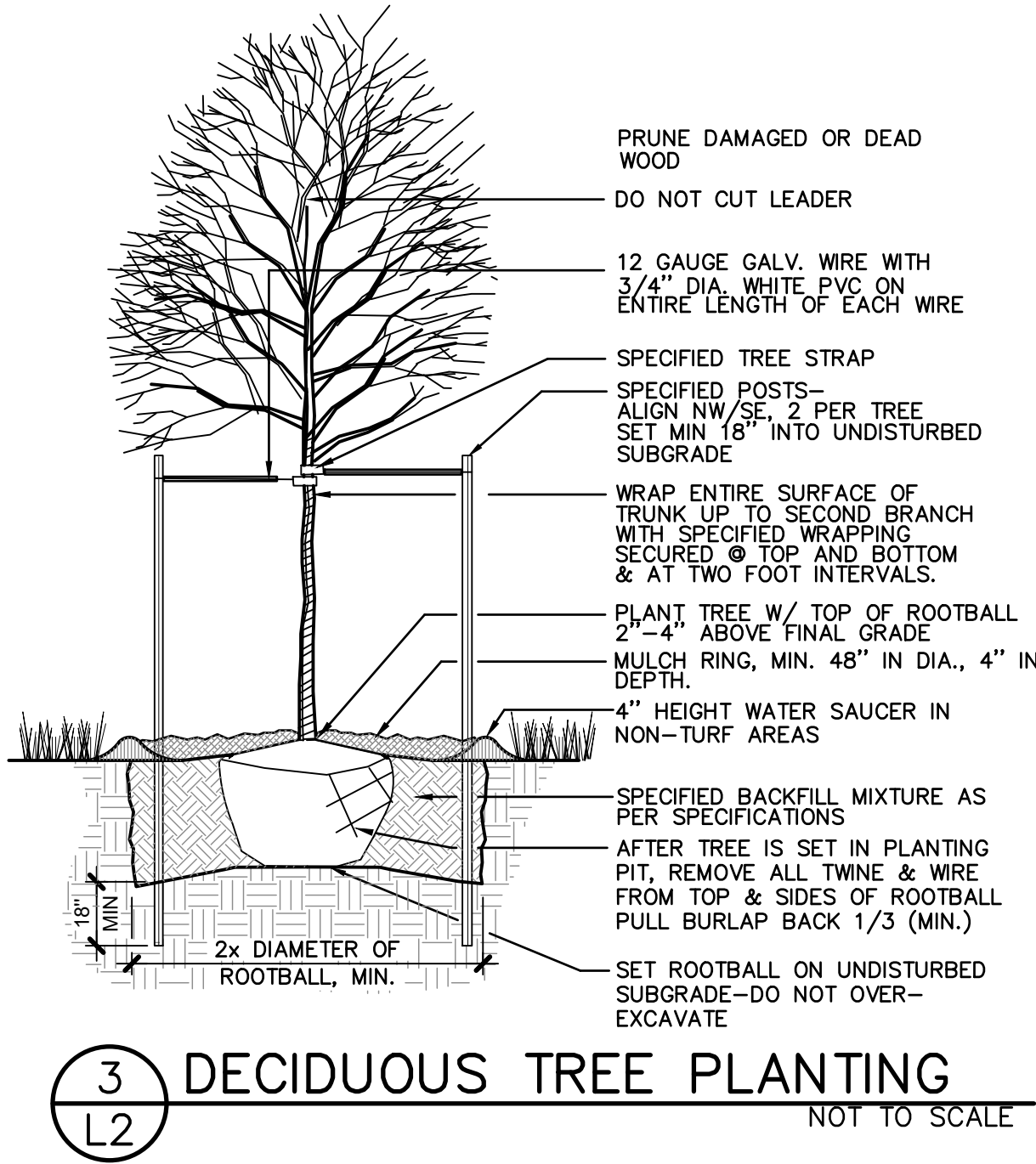
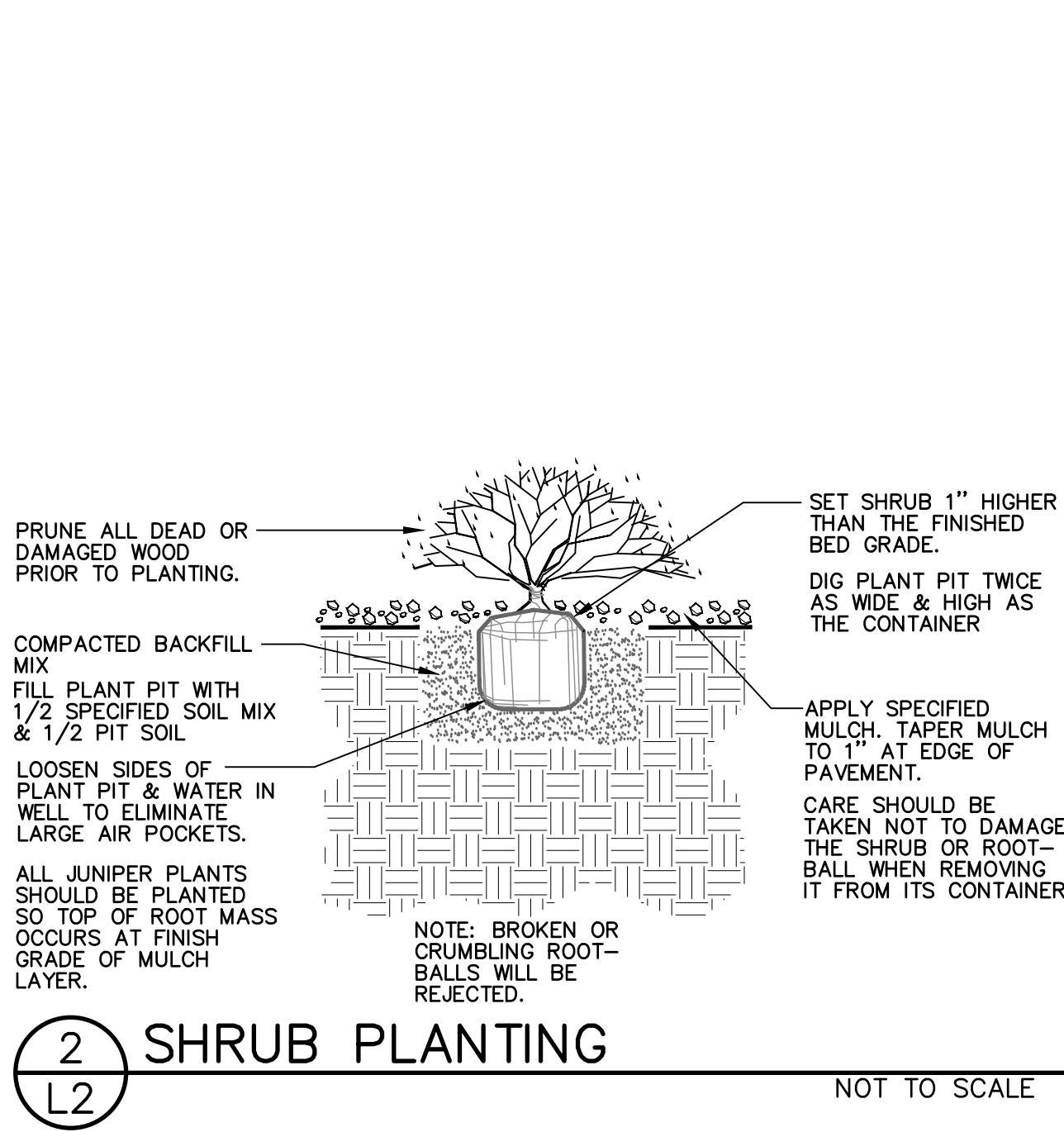
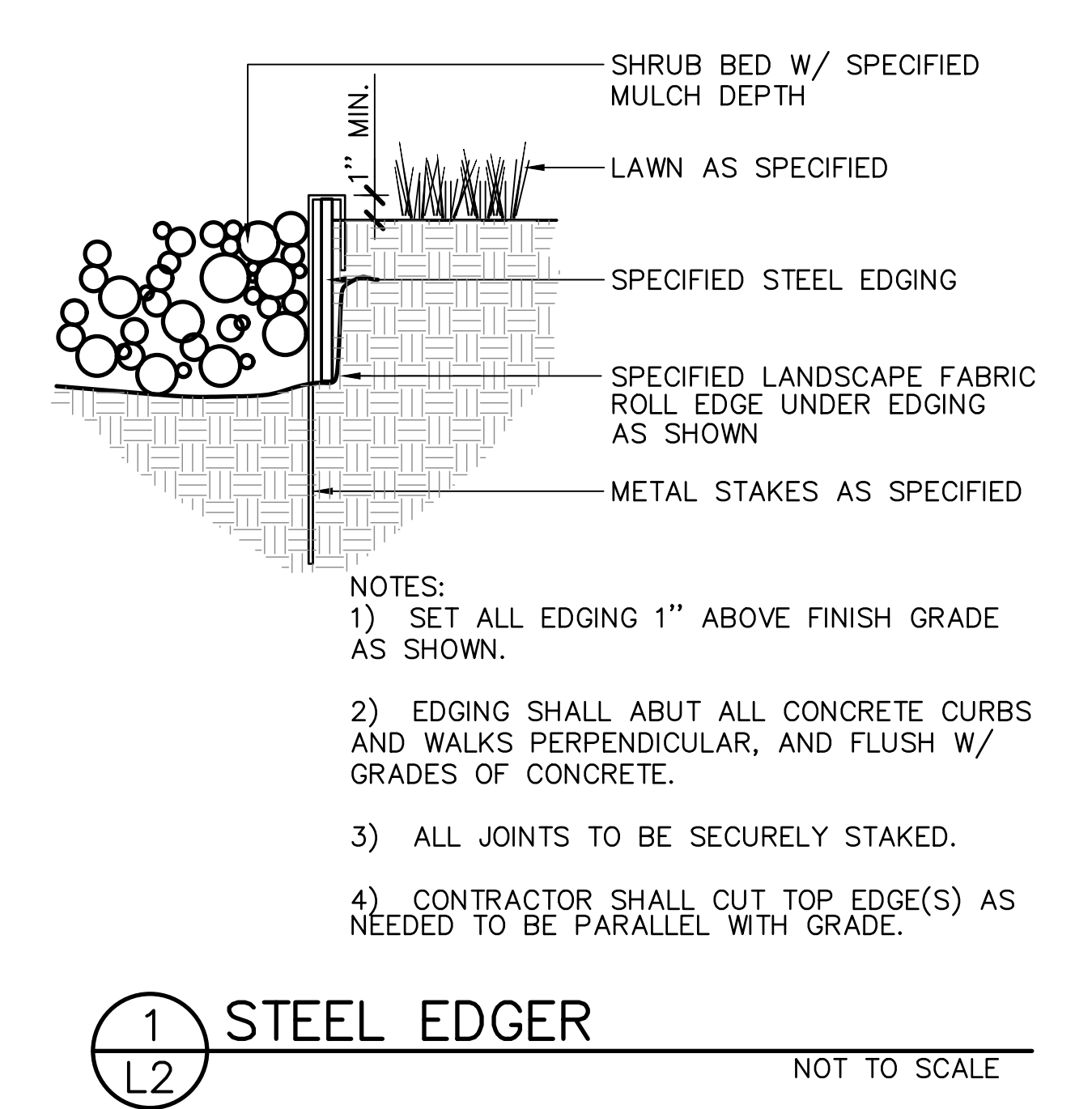
PERCENTAGES OF MIXES VARY YEAR-TO-YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY,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

PROPOSED PLANT MATERIALS LIST

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

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

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
DECIDUOUS TREES				
6	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
2	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)				
9	Blue Avena Grass Grass, Helictotrichon sempervirens	1 & 2	1 gal.	Container Full
PERENNIAL FLOWERS (planted @ 12" O.C. spacing)				
14	Bluemist Penstemon Penstemon virens	1 & 2	Flats of 15	
11	Common White Yarrow Achillea millefolium	1 & 2	Flats of 15 or 32	
DECIDUOUS SHRUBS				
4	Colorado Dogwood Cornus sericea coloradense	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
3	Common Purple Lilac Syringa vulgaris	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
4	Mountain Spray Holodiscus dumosus	1 & 2	5 gal.	Container, 5 canes minimum 18"-24" ht.
3	Pink Beauty Potentilla Potentilla fruticosa 'Pink Beauty'	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.
3	Thimbleberry Rubus parviflorus	1 & 2	5 gal.	Container, 5 canes minimum 18"-24" ht.
3	Twinberry Honeysuckle Lonicera involucrata	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
3	Waxflower Jamesia americana	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.



Section 4, Item D.



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

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

MINTURN NORTH P.U.D.

LOT 21-LANDSCAPE PLAN

TOWN OF MINTURN, COLORADO

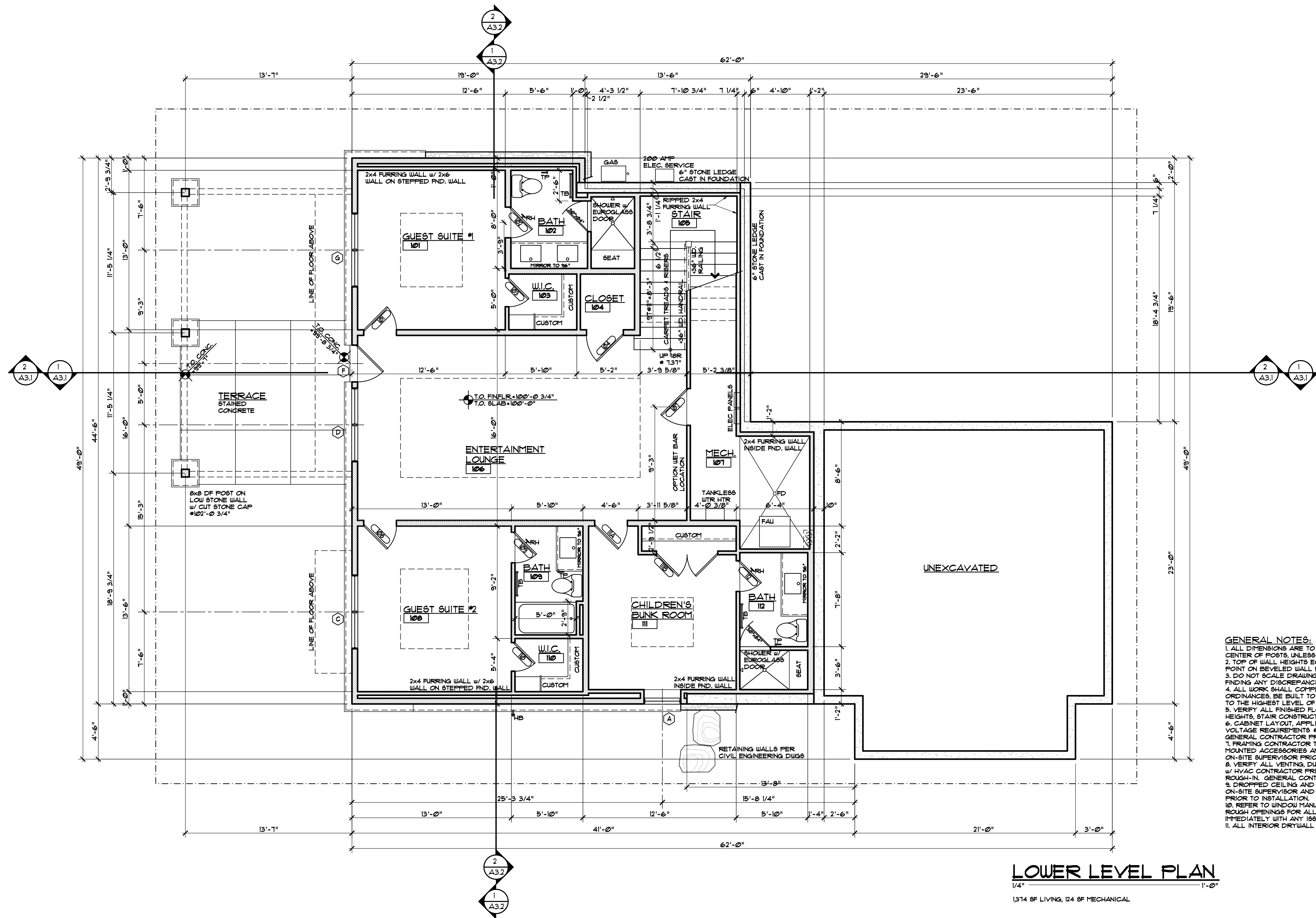
DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: July 12, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE
NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2

97



EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
CELL: (970) 409-9790
don.eggars@eggarsarchitecture.com

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

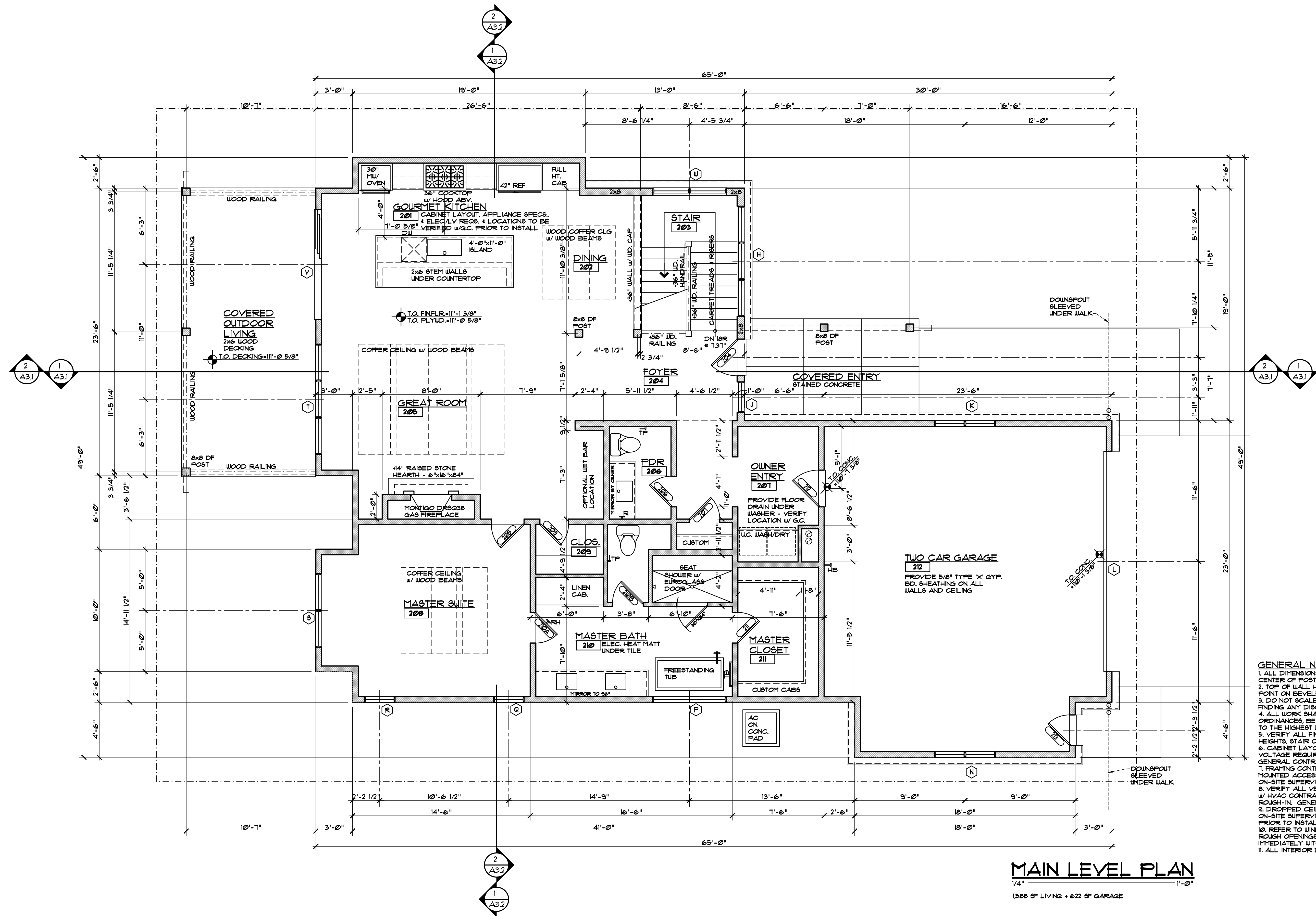
RICCIO
LOT 21
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L21

#	DATE	BY	COMMENTS	#	DATE	BY	COMMENTS
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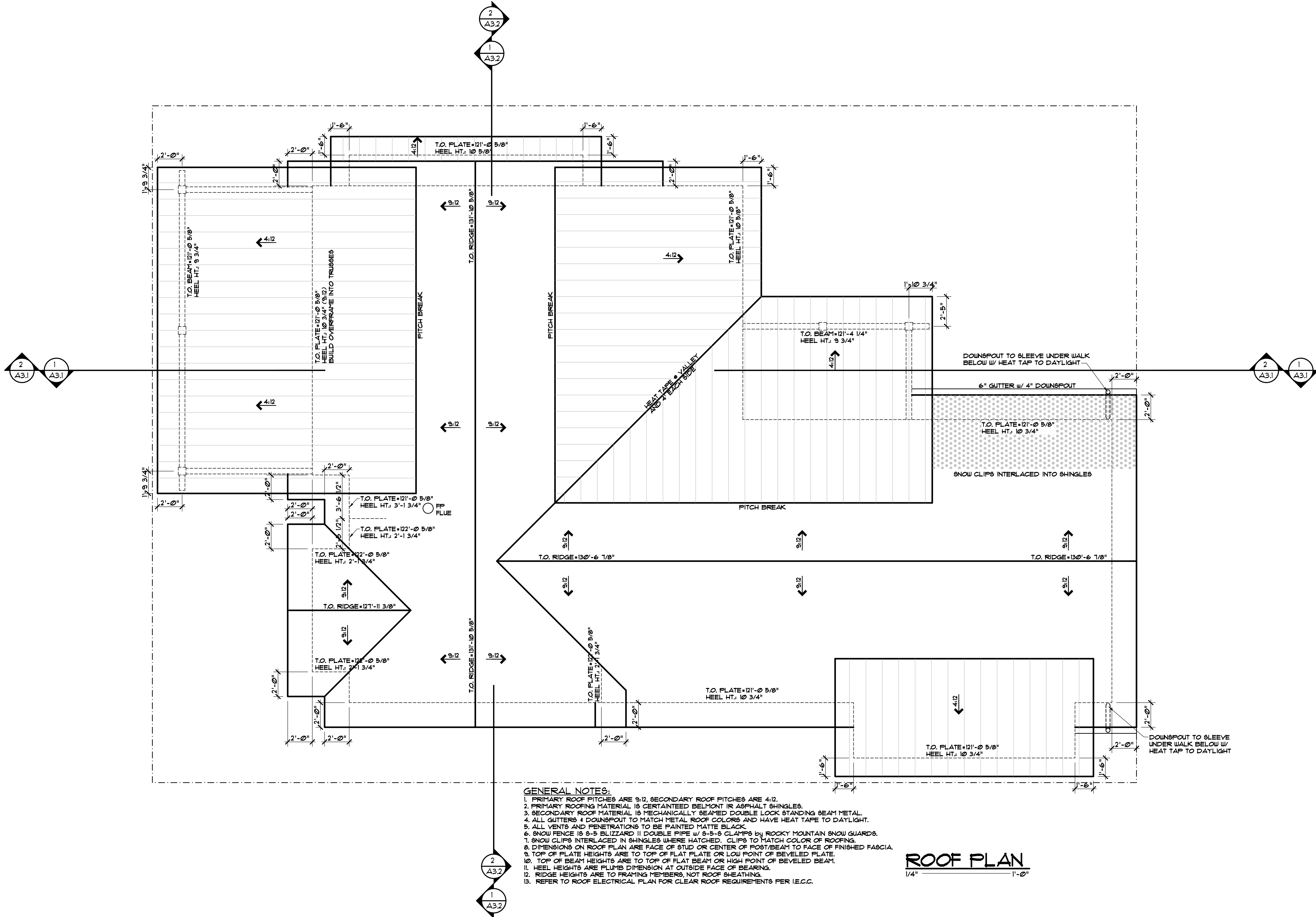
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#	DATE	BY	COMMENTS
1	1-12-24	DUE	DREB SUBMITTAL SET



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

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

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

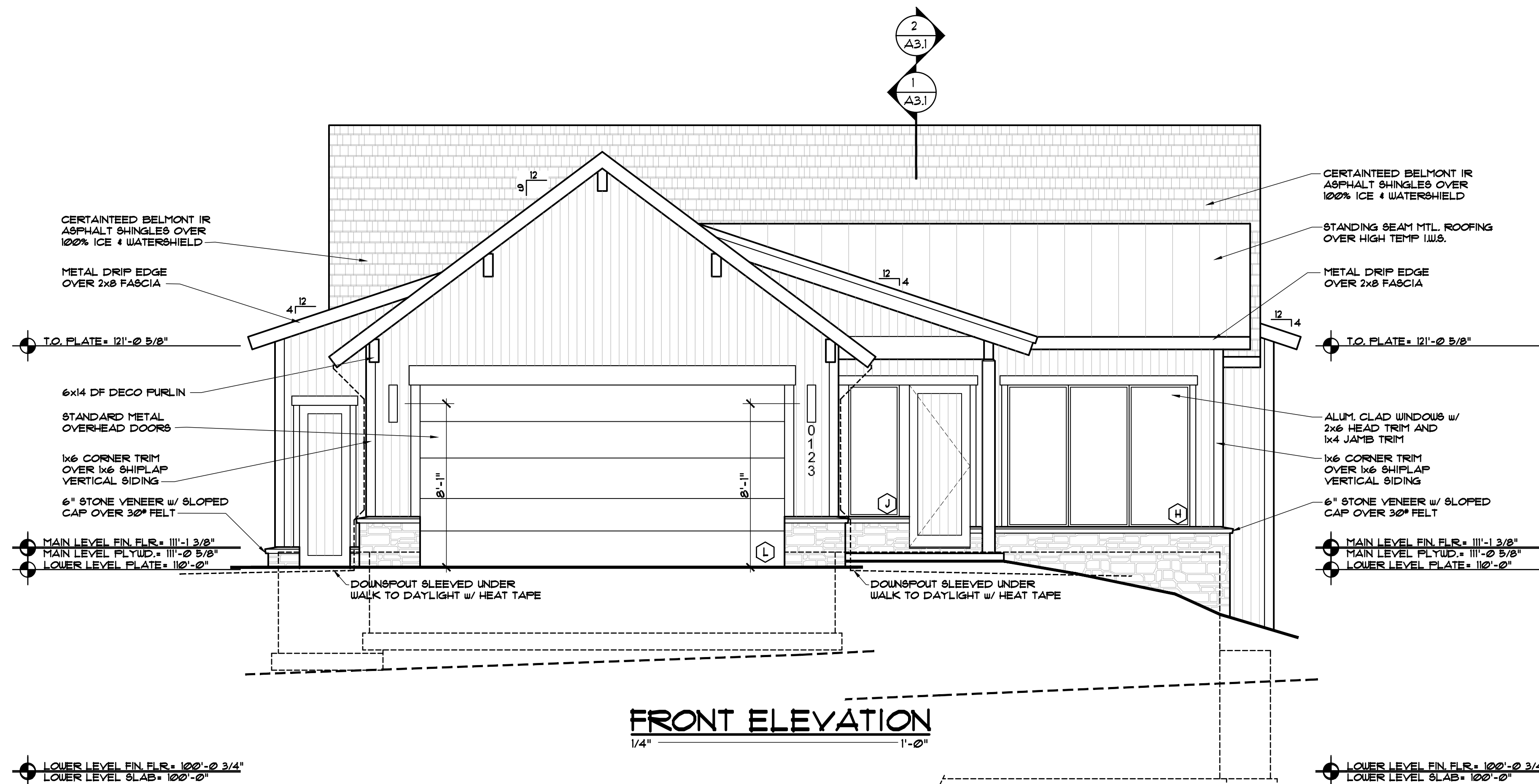
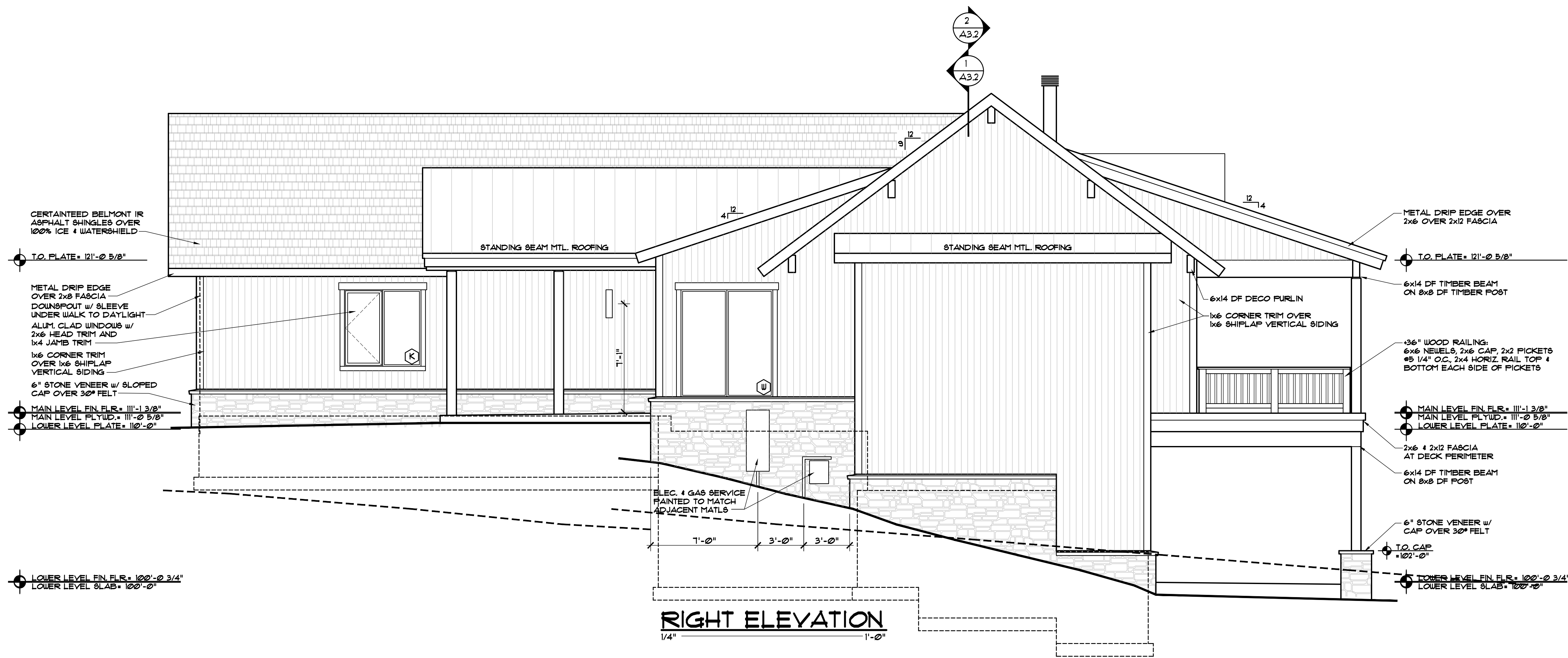
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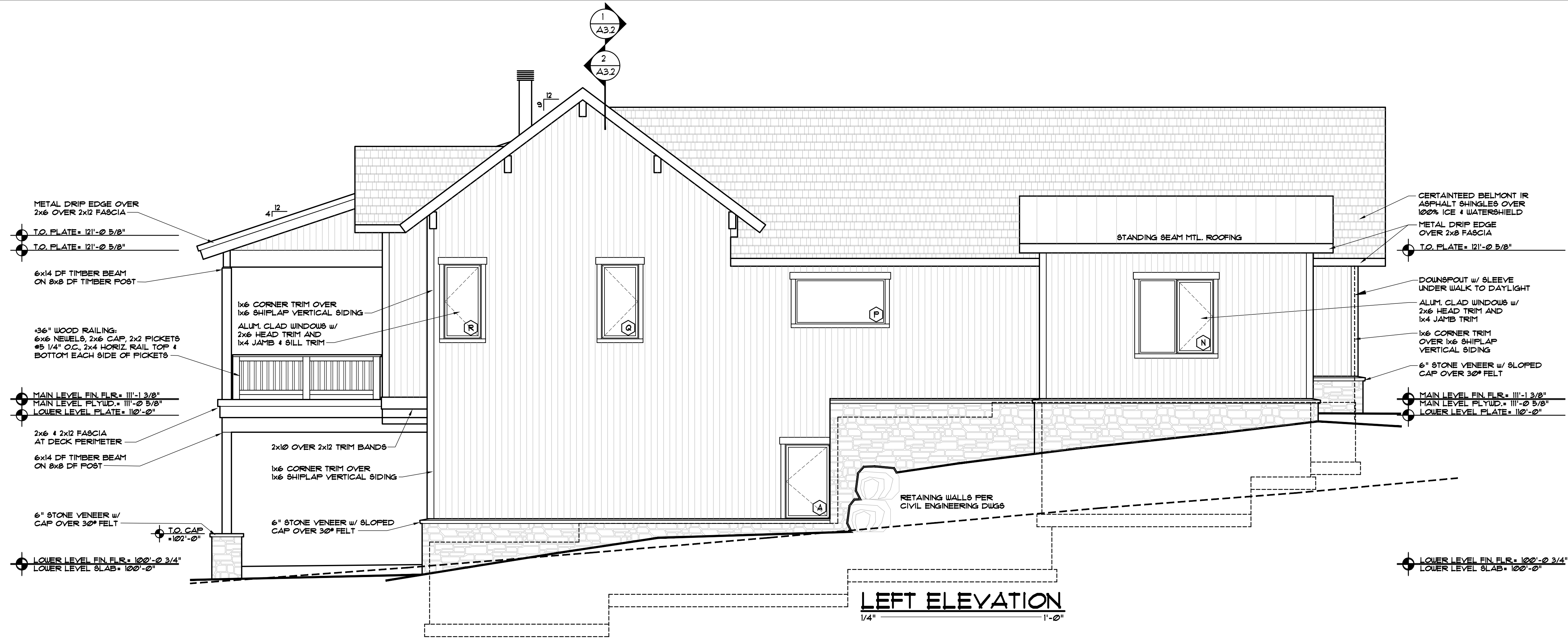
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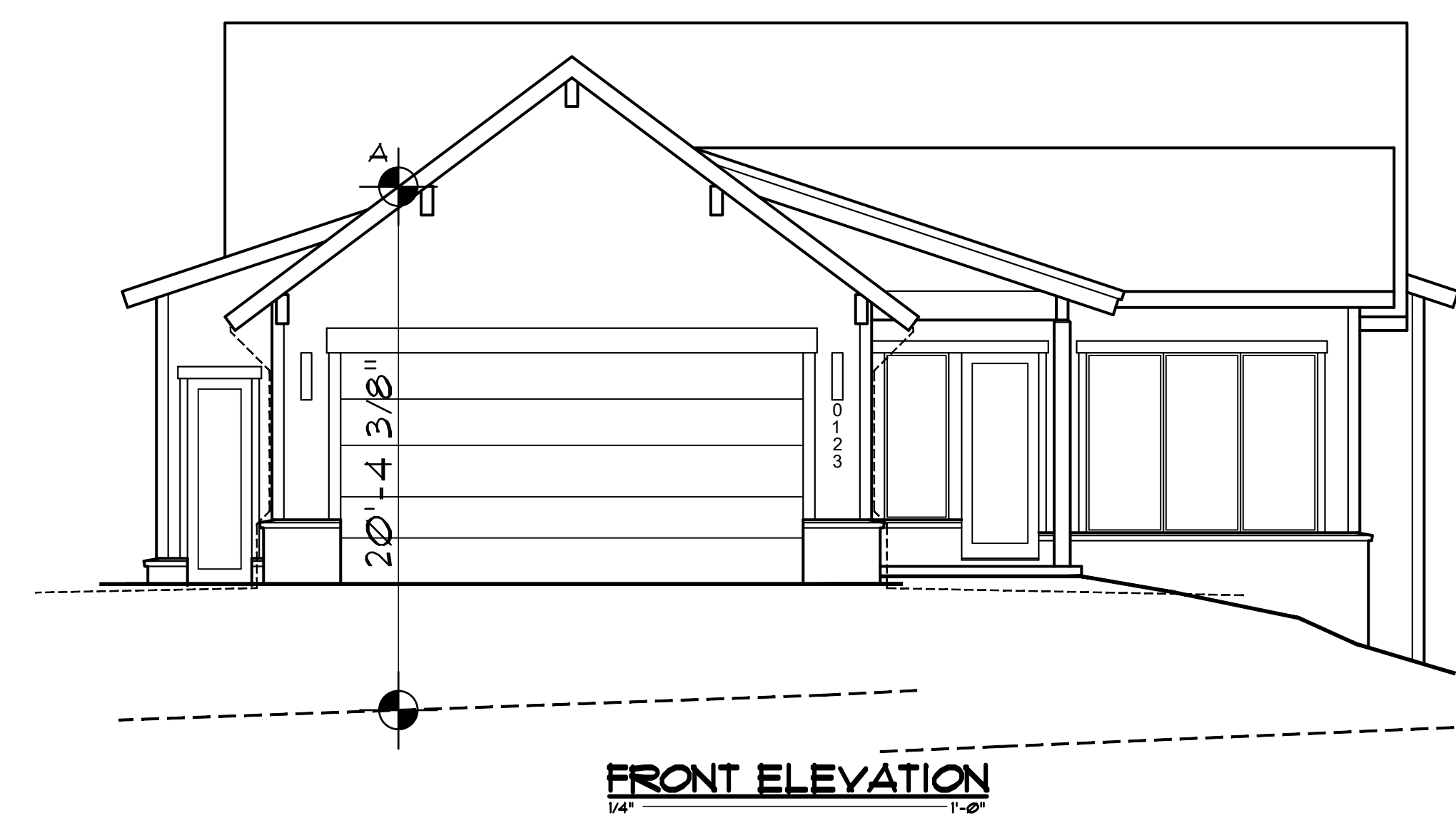
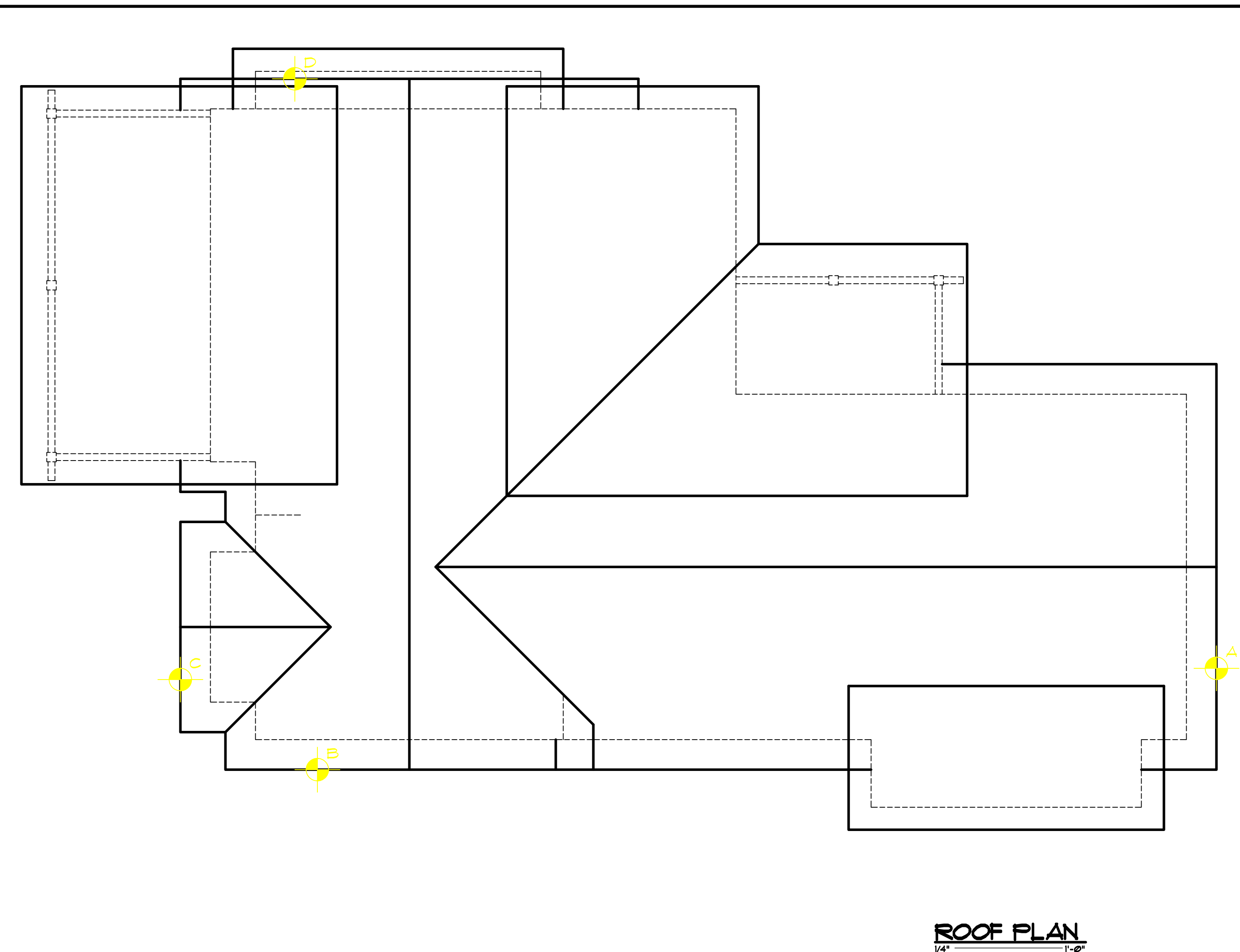
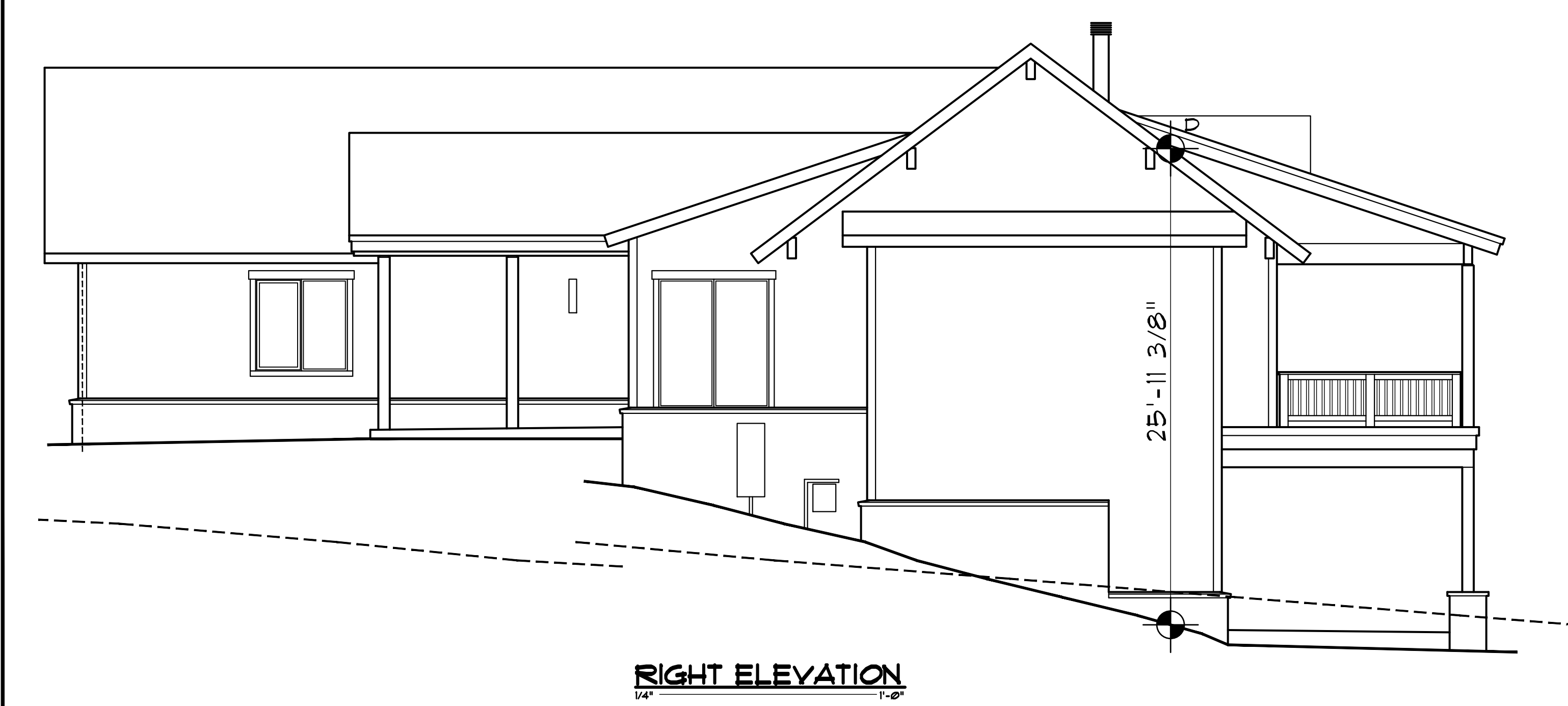
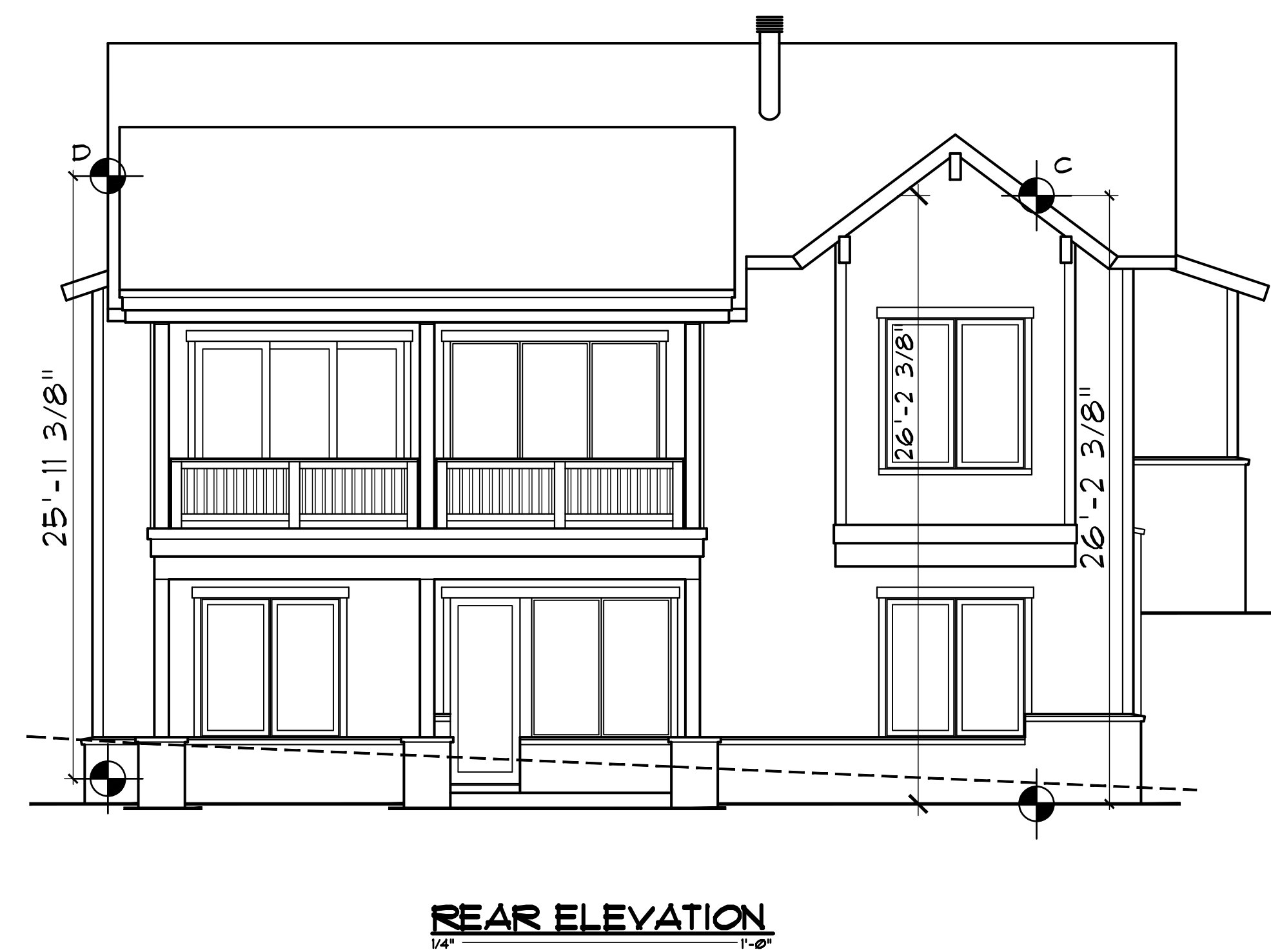
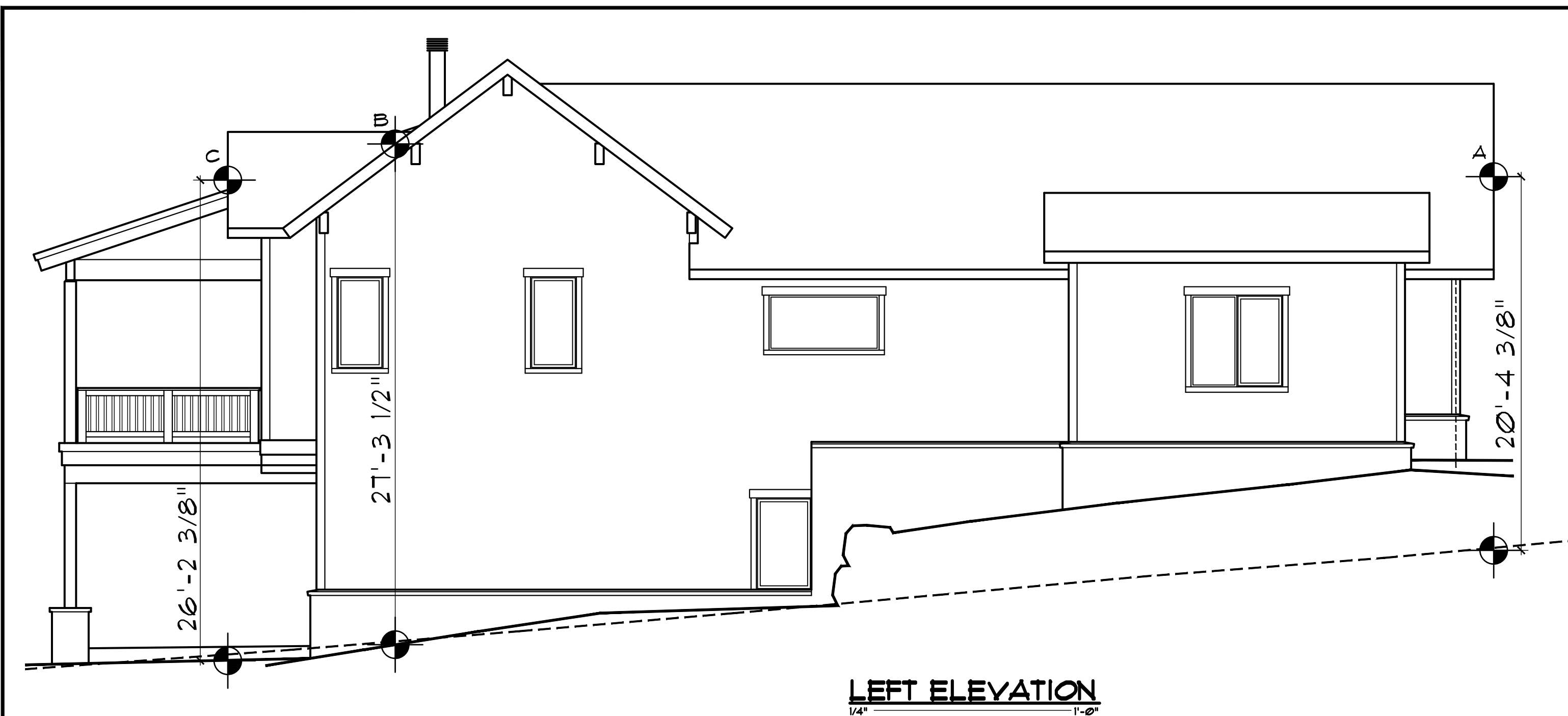
RICCIO
LOT 21
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L21

#	DATE	BY	COMMENTS	DUE	DREB SUBMITTAL SET
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MINTURN, COLORADO

PROJECT NO: 2412-22 L21

ISSUED		COMMENTS	
#	DATE	BY	
1	1-12-24	DUE	DRE SUBMITTAL SET

BH1

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



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

Design Review Board Hearing

Final Plan Review for New Home

0176 Miles End Lane

Hearing Date:	August 14, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Alvied Inc.
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 8
Address:	0176 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	Approval

Staff Report

I. Summary of Request:

The Applicant, Alvied Inc., requests Final Plan review of a new, four-bedroom, 3,560 (gross) square foot single-family residence located at 0176 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant’s representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans

The plans show a two-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet 11 and 1/2 inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

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

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

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

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

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

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

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

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

Design Review Process

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

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

- (2) *Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:*
- a. The proposal's adherence to the Town's zoning regulations.*
 - b. The proposal's adherence to the applicable goals and objectives of the Community Plan.*
 - c. The proposal's adherence to the Design Standards.*
- (3) *Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:*
- a. That the proposal is in conformance with the Town zoning regulations.*
 - b. That the proposal helps achieve the goals and objectives of the Community Plan.*
 - c. That the proposal complies with the Design Standards.*

Staff suggests that the final plans for 0176 Miles End Lane meet or can be revised to meet the required findings ‘a,’ ‘b,’ and ‘c’ or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

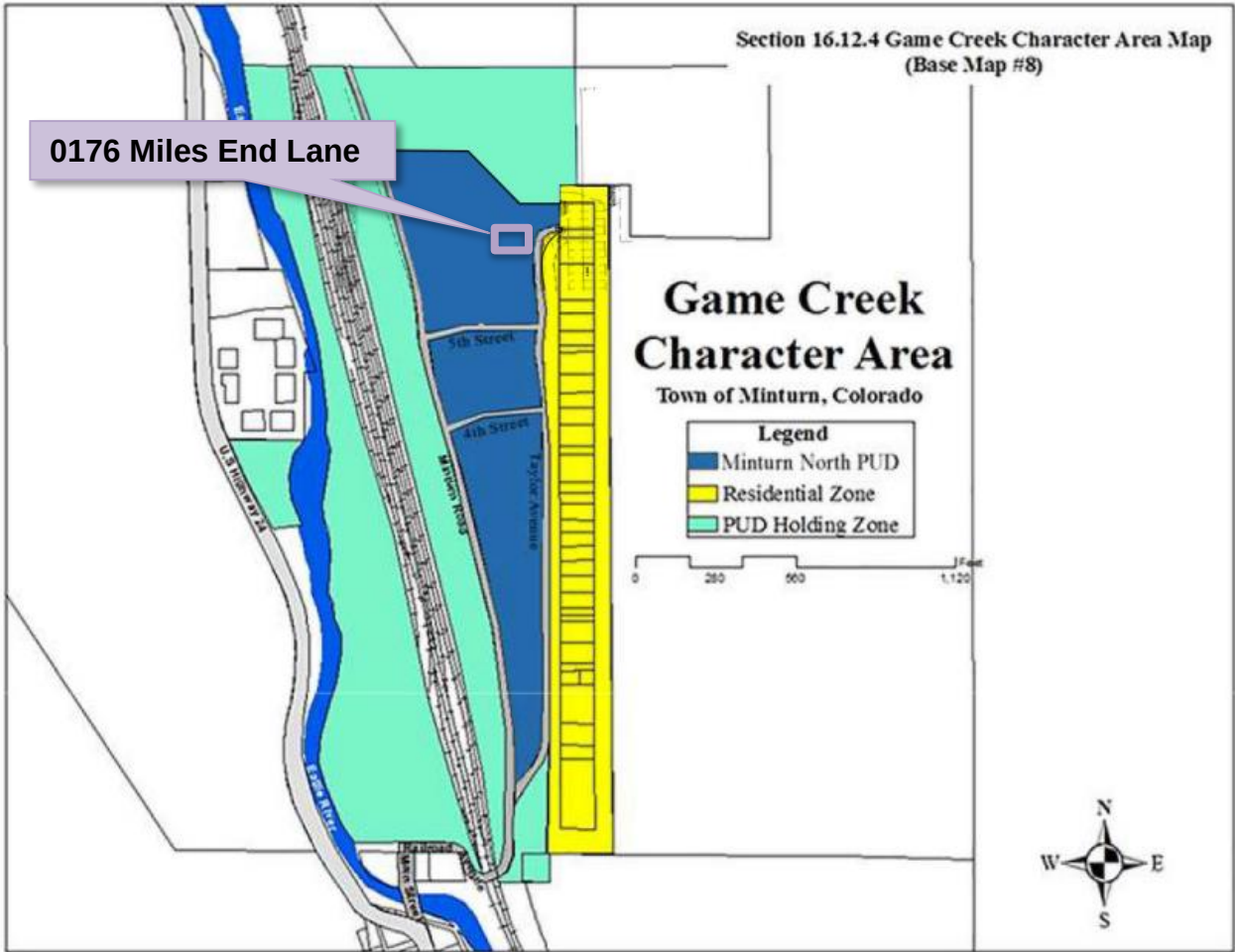
Zoning

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

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

Rest of page left intentionally blank

Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

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

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	7,230.96 sq. ft.	7,230.96 sq. ft. (.166 ac.)
Maximum Building Height:	28 feet	27 feet – 11 1/2 inches
Minimum Front Setback:	20 feet	20+ feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10+ feet

Maximum Lot Coverage:	50% (3,615.48 sq. ft.)	2,228 sq. ft. (30.81%) Proposed
Maximum Impervious Coverage:	60% (4,338.58 sq. ft.)	3,304 sq. ft. (45.69%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (7,230.96 sq. ft. x .05 = 361.55 sq. ft.)	402 sq. ft.
Parking:	4 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design

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

Final Site, Grading and Drainage Design

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

Mass and Form

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

“c. Massing and Scale

“A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.

“Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.”

-Town of Minturn Design Guidelines

Staff Response:

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

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

V. **Items of Note:**

Staff has flagged no issues.

VI. **Staff Recommendation:**

Staff suggests that the Final Plans for 0176 Miles End Lane generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix ‘B’) of the Minturn Town Code.

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

July 8, 2024

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

Re: 176 Miles End Lane
Lot 8, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled “Lucuona Residence; Lot 08, Minturn North, Minturn Colorado” prepared June 28, 2024 by Eggers Architecture Inc.(Plans) included in the DRB application for Lot 8, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

Paragraphs a through e:

“Final Plat: Minturn North PUD” recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through i:

Sheet C.7 of the “Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24” prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.7 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:

Sheet BH1 provides Building height information necessary for Planning Staff review. Other:

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: 176 Miles End Lane
Lot 8, Minturn North PUD
DRB Submittal Review
Project No. 24-0001

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

Sheet C1 of the Plans "Lot 8, Minturn North PUD; Site Grading and Drainage Plan" prepared June 28, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

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

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

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



July 3, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Lecuona Residence
Lot 8 Minturn North – 0176 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

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

Lot 8 is located at 0176 Miles End Lane on a downhill sloping undisturbed vacant lot which drops in elevation approximately 10' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

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

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

Sincerely,

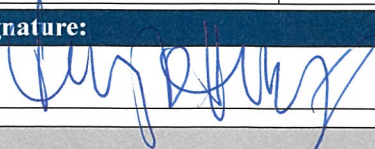
Taylor Hermes
512.468.3012



DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
 Phone: 970-827-5645 Fax: 970-827-5545 Email: planner1@minturn.org

Project Name:			
Minturn North – Lecuona Residence			
Project Location			
Street Address: 176 Miles End Lane			
Zoning: Residential		Parcel Number(s): 2103-262-30-009	
Application Request:			
Design review of new single-family home			
Applicant:			
Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC			
Mailing Address: PO Box 2633 Edwards, CO 81632			
Phone: 970-926-1720		Email: THermes@ResortConceptsCO.com	
Property Owner:			
Name: Alvied Inc.			
Mailing Address: PO Box 3000 PMB 346 Edwards, CO 81632			
Phone: 303-408-2996		Email: ELecuona@icloud.com	
Required Information:			
Lot Size: 0.166 ac	Type of Residence (Single Family, ADU, Duplex) SFH	# of Bedrooms 4	# On-site Parking Spaces 4
# of Stories: 2	Snow storage sq ft: 402 sf	Building Footprint sq ft: 2,228 sf	Total sq ft Impervious Surface: 3,304 sf
Signature:			
		7/3/24	
Fee Paid: _____ Date Received: _____ Planner: _____			

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS (TO BE INCLUDED WITH APPLICATION)

Applicant Staff

☒
☐

Application Fee (Non-Refundable application fee shall be collected)

- Design Review Board - \$200.00

☒
☐

Letter of Intent

-- What is the purpose of the project including;

☒
☐

- Relevant Background

☒
☐

- Current Status of the Site

☒
☐

- All Proposed Uses and Structures

☒
☐

- How the Proposal Differs from what already exists

☒
☐

- Information regarding Easements or Dedicated Tracts, etc.

☒
☐

Vicinity Map

-- Directional Map indicating how to get to the Property involved in the request.

☒
☐

- Zoning of Property

☒
☐

Site Plan showing Precise Nature of the Proposed Use –

☒
☐

To Scale

☒
☐

- Scaled Drawings of Proposed Design of Structure

☒
☐

- Plan View and Sections

☒
☐

- Building Heights – all 4 directions N/S/E/W

☒
☐

- topography

☒
☐

- Building Location and impervious coverage

☒
☐

- Setbacks

☒
☐

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

☒
☐

- Parking Plan

☒
☐

- Traffic Circulation

☒
☐

- Location and Width of Existing and Proposed Access Points

☒
☐

- Location of Existing Driveways and Intersections

☒
☐

- Landscaped Area – Plan including existing and proposed vegetation.

☒
☐

- Approximate Location of Existing Wooded Areas and Rock Outcrops

☒
☐

- Location and Type of Existing and Proposed Easements

☒
☐

- Utility Easements

☒
☐

- Drainage Features

☒
☐

- Snow Storage areas expressed in square feet as a percentage of the overall site area

☒
☐

Preliminary Building Plans and Elevations

☒
☐

- Indicates Dimensions

☒
☐

- General Appearance

☒
☐

- Scale

☒
☐

- Interior Plan for the Buildings

☒	☐	Elements needed on the Site Plan
☒	☐	• Scale
☒	☐	• North Arrow
☒	☐	• Date Prepared
☒	☐	• Lot Dimensions, Area, Entire Site Acreage
☒	☐	Architecture Details – Materials Board
☒	☐	• Windows – Placement and Color
☒	☐	• Doors – Placement and Color
☒	☐	• Siding – Type and Color
☒	☐	• Roof Material – Type and Color
☒	☐	• Paint Color
☒	☐	Boundary Survey with a stamp and signature of a licensed surveyor
☒	☐	• Date of survey (survey date must be within 6 months of the project application date)
☒	☐	• Right-of-way and property lines; including bearings, distances and curve information.
☒	☐	• Labeled ties to existing USGS benchmark.
☒	☐	• Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
☒	☐	• All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
☒	☐	• Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
☒	☐	• Topographic conditions at two-foot contour intervals.
☒	☐	• Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
☒	☐	• Rock outcroppings and other significant natural features.
☒	☐	• All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
☒	☐	• Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
☒	☐	• Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.
☒	☐	Grading and Drainage Plan
☒	☐	• Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
☒	☐	• Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
☒	☐	• Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
☒	☐	• Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
☒	☐	• Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
☒	☐	• Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
☒	☐	• Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



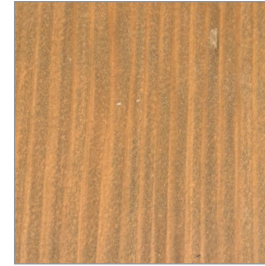
Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



Fascia & Vertical Siding
Color: Custom Stain



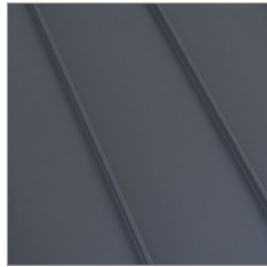
Vertical Siding, Columns & Soffits
1"x8" – Butt Joint, Smooth
Color: Custom Stain



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont
Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Matte Black



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



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



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



Entry Door
Solid Wood
Color: Custom Stain



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

PERSPECTIVE 1



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

MINTURN NORTH - Lot 8

DRB DESIGN REVIEW - 3D VIEWS
JUNE 28, 2024

EGGERS ARCHITECTURE, INC. AXIS DESIGN

RESORT CONCEPTS

PERSPECTIVE 2



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

MINTURN NORTH - LOT 8

DRB DESIGN REVIEW - 3D VIEWS
JUNE 28, 2024

EGGERS ARCHITECTURE, INC. AXIS DESIGN

RESORT CONCEPTS

LECUONA RESIDENCE
LOT 08
MINTURN NORTH
MINTURN, COLORADO

DRB SUBMITTAL SET

JUNE 28, 2024



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

OWNER'S REPRESENTATIVE

RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT

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

STRUCTURAL ENGINEER

SUNDQUIST DESIGN GROUP
PO BOX 249
TARPON SPRINGS, FLORIDA 34688
(303) 355-6034

LANDSCAPE ARCHITECT

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

CIVIL ENGINEER

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

SURVEYOR

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

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
ENTRY LEVEL:	1,178 SF	78 SF	522 SF	1,778 SF
MAIN LEVEL:	1,782 SF			1,782 SF
TOTALS:	2,960 SF	78 SF	522 SF	3,560 SF

LOT AREA:	7,230.96 SF		
BUILDING COVERAGE:	2,228 SF	30.81 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	3,304 SF	45.69 %	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

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

DRAWING SCHEDULE

C	COVER
C.7	FINAL PLAT MINTURN NORTH P.U.D.
	MINTURN NORTH P.U.D. OVERALL GRADING PLAN
C1	CIVIL GRADING, DRAINAGE, & EROSION CONTROL PLAN
C2	CIVIL DETAILS
L1	LANDSCAPE PLANTING PLAN
L2	LANDSCAPE SCHEDULES & DETAILS
A1.1	ENTRY LEVEL PLAN
A1.2	MAIN LEVEL PLAN
A1.3	ROOF PLAN
A2.1	BUILDING ELEVATIONS
A2.2	BUILDING ELEVATIONS
BH1	BUILDING HEIGHT CALCULATIONS

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

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

LECUONA
LOT 8
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L08

#	DATE	BY	COMMENTS	DUE	DRB SUBMITTAL SET
1	6-28-24				

C

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of March, 2024, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

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

BY:

MAYOR
TOWN OF MINTURN, COLORADO

ATTEST:

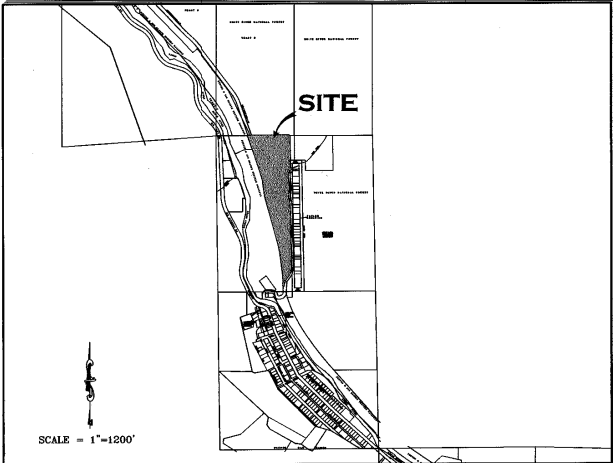
TOWN CLERK
TOWN OF MINTURN, COLORADO

LAND USE TABLE

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

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

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



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

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- The purpose of this Final Plat is to create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
- Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
- Survey Date: December, 2022 through July 2023.
- Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC30450645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201400764 along with plat and survey monumentation referenced herein (to include the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitment referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
- Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
- Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
- Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
- Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
- Item 15 - Does not effect these Platted lands but references conveyance of portions of Taylor Allocation to the Town of Minturn.
- Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
- Item 17 & 18- Do not effect subject Parcel.
- Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined herein.
- Item 20 - Does not effect these Platted lands. (k.a. subject parcel)
- Item 21 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
- Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner herein.
- Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
- Item 29 - Parcel is subject to 190440 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has to be to have been Terminated prior to the Recording of this Plat.
- These platted lands are subject to:
 - The Minturn North P.U.D. Guide recorded as Reception no. 202402232
 - The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402232
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated herein as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489.

PERTAINING TO HEREON CREATED EASEMENTS:

- the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
 - a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress.
 - b) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated herein as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

GENERAL NOTES CONTINUED:

- Continued...
 - Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non-vehicular access.
 - Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq.
- FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
- the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
 - a) non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Parking, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iv) Landscaping use, and maintenance.
 - b) non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage, Landscape and Trail Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iv) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - c) non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
 - d) non-exclusive Trail Easement on, over, under, above, across and through those areas designated herein as "Trail Easement" for the purpose of i) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4 Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, use and repair.
 - Maintenance of any path improvements within the "4 Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Public Utility and Drainage Easement", as shown in Tract C, on sheet 2 of 5, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

SURVEYOR'S CERTIFICATE

I, Matthew S. Slagle, do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado, that this Subdivision Plat is a true, correct and complete plat of MINTURN NORTH P.U.D., as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights-of-way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that it has been prepared in accordance with applicable standards of practice, and that such plat is not a guaranty or warranty, either expressed or implied.



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

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

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

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

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

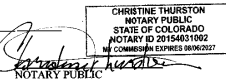
BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
COUNTY OF EAGLE)

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

MY COMMISSION EXPIRES 6 AUG 27

WITNESS MY HAND AND OFFICIAL SEAL



SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, in the Office of the Clerk and Recorder of Eagle County, Colorado, hereby consents to the Subdivision of the lands set forth in this Final Plat of Minturn North P.U.D., and subordinates the lien represented by the aforesaid deed of Trust to the Dedication and restrictions as shown on this final plat and relative covenants, conditions and restrictions.

MORTGAGEE

BY: Philip Hadley as Individual

STATE OF Colorado)
COUNTY OF Eagle)

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

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: Aug 01, 2025



CERTIFICATE OF TAXES PAID

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

DATED THIS 1st OF March, A.D. 2024
ROSE DI
TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

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

DATED THIS 26th DAY OF February, A.D. 2024

AGENT:

CLERK AND RECORDER'S CERTIFICATE # 539

This Plat was filed for record in the Office of the Clerk and Recorder at 1:59 o'clock P.M., on this 4 day of March, A.D. 2024

CLERK AND RECORDER

BY: Alan J. Slagle

DEPUTY



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

FINAL PLAT MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

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

Section 4, Item E.

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: \$55.00 DOC: \$0.00

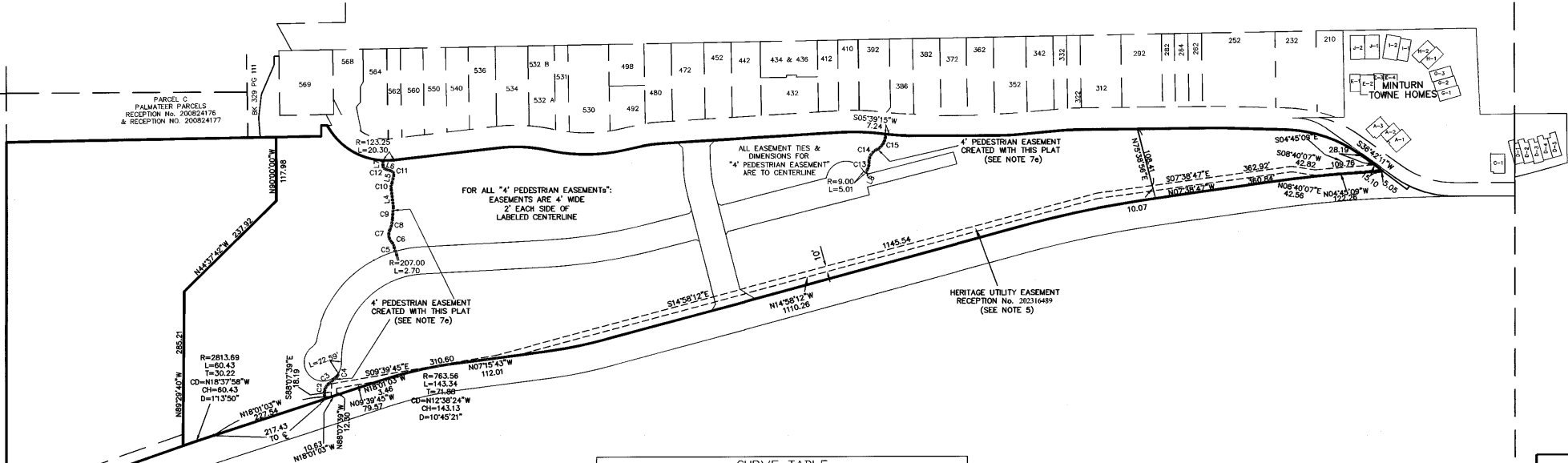
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02/23/24

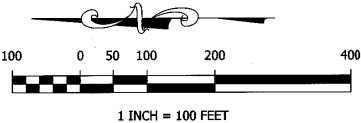
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N63°15'49\"E
L5	14.91	S77°04'30\"E
L6	11.48	N18°26'21\"E
L7	9.83	S89°36'46\"E
L8	7.28	N62°43'18\"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12\"E	75°35'30\"
C3	18.66	276.62	9.33	18.65	S39°43'38\"E	3°51'51\"
C4	9.01	8.52	4.97	8.59	S66°04'17\"E	60°33'21\"
C5	7.90	333.24	3.95	7.90	S79°46'25\"W	12°13'31\"
C6	11.08	18.95	5.70	10.93	N63°41'55\"E	33°30'33\"
C7	24.01	20.01	13.69	22.60	S81°19'10\"W	68°45'04\"
C8	20.65	49.15	10.48	20.50	S76°20'24\"E	24°04'13\"
C9	22.78	236.37	11.40	22.77	S85°36'54\"E	5°31'15\"
C10	12.77	20.27	6.60	12.56	S83°06'39\"E	36°05'40\"
C11	9.29	7.31	5.39	8.68	N57°19'53\"E	72°46'53\"
C12	8.09	6.45	4.68	7.57	N54°28'07\"E	71°50'14\"
C13	15.45	30.72	7.89	15.28	S77°07'28\"E	28°48'21\"
C14	27.14	23.79	15.26	25.69	S58°50'20\"E	65°22'36\"
C15	35.79	30.20	20.33	33.73	S60°06'18\"E	67°54'31\"

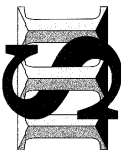


Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

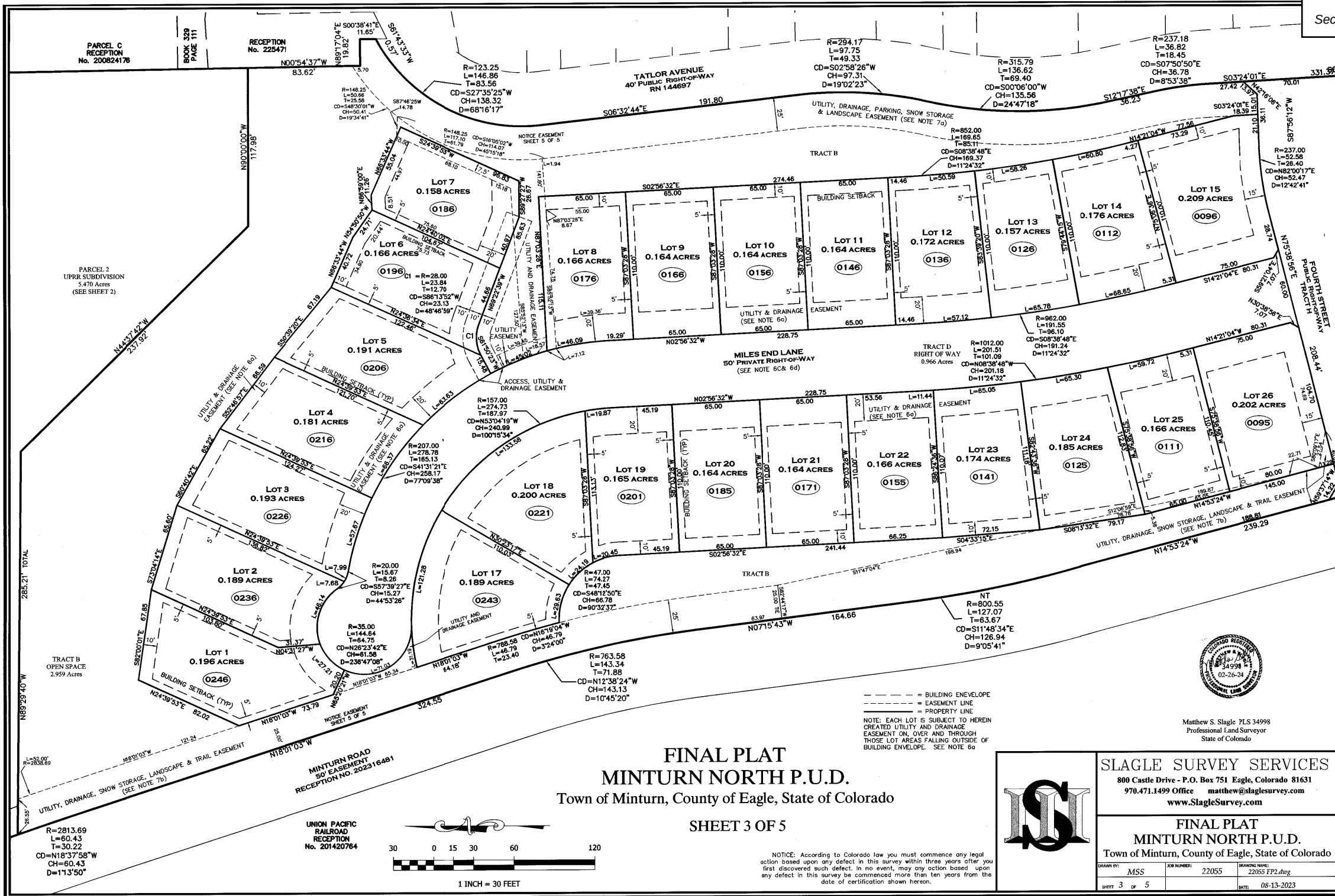
SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

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

DRAWN BY:	MSS	DATE:	08-13-2023
SHEET:	5		



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



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

SHEET 3 OF 5

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



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



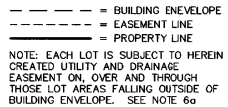
SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

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

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

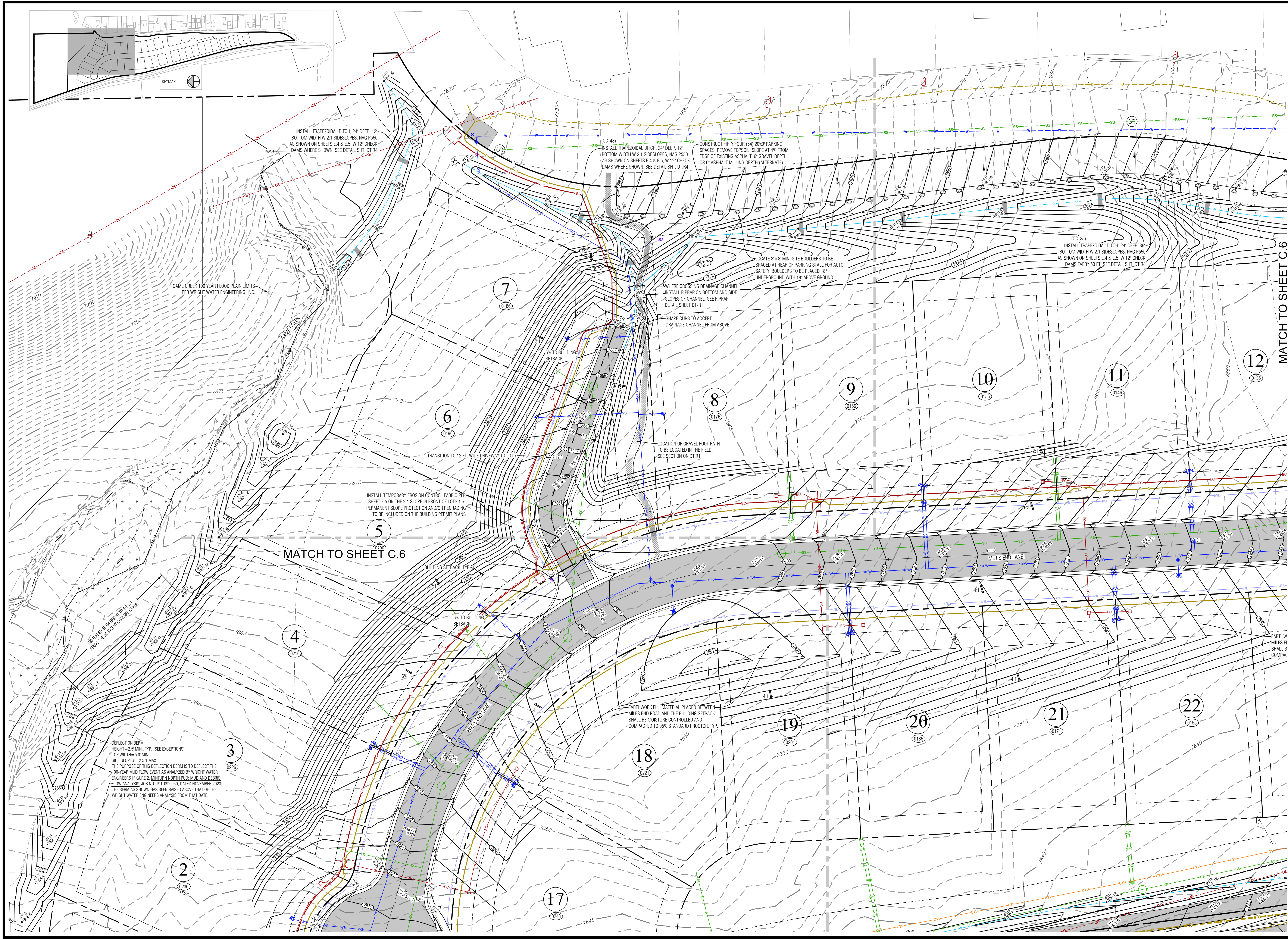
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Section 4, Item E.



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

	SLAGLE SURVEY SERVICES	
	800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631	
	970.471.1499 Office mathew@slaglesurvey.com	
	www.SlagleSurvey.com	
FINAL PLAT MINTURN NORTH P.U.D. Town of Minturn, County of Eagle, State of Colorado		
DRAWING BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055 FP2.dwg
SHEET	4 OF 5	DATE:
		08-13-2023



Section 4, Item E.

Civil Engineering
Surveying
& Beyond

Boundaries Unlimited Inc.

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

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLORED LICENSE
5/1/24
19082
PROFESSIONAL ENGINEER

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

NORTH

0 20 40
Scale: 1" = 20'

811

Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.
Overall Grading and Drainage Plan
Construction Plan Set 5/1/24

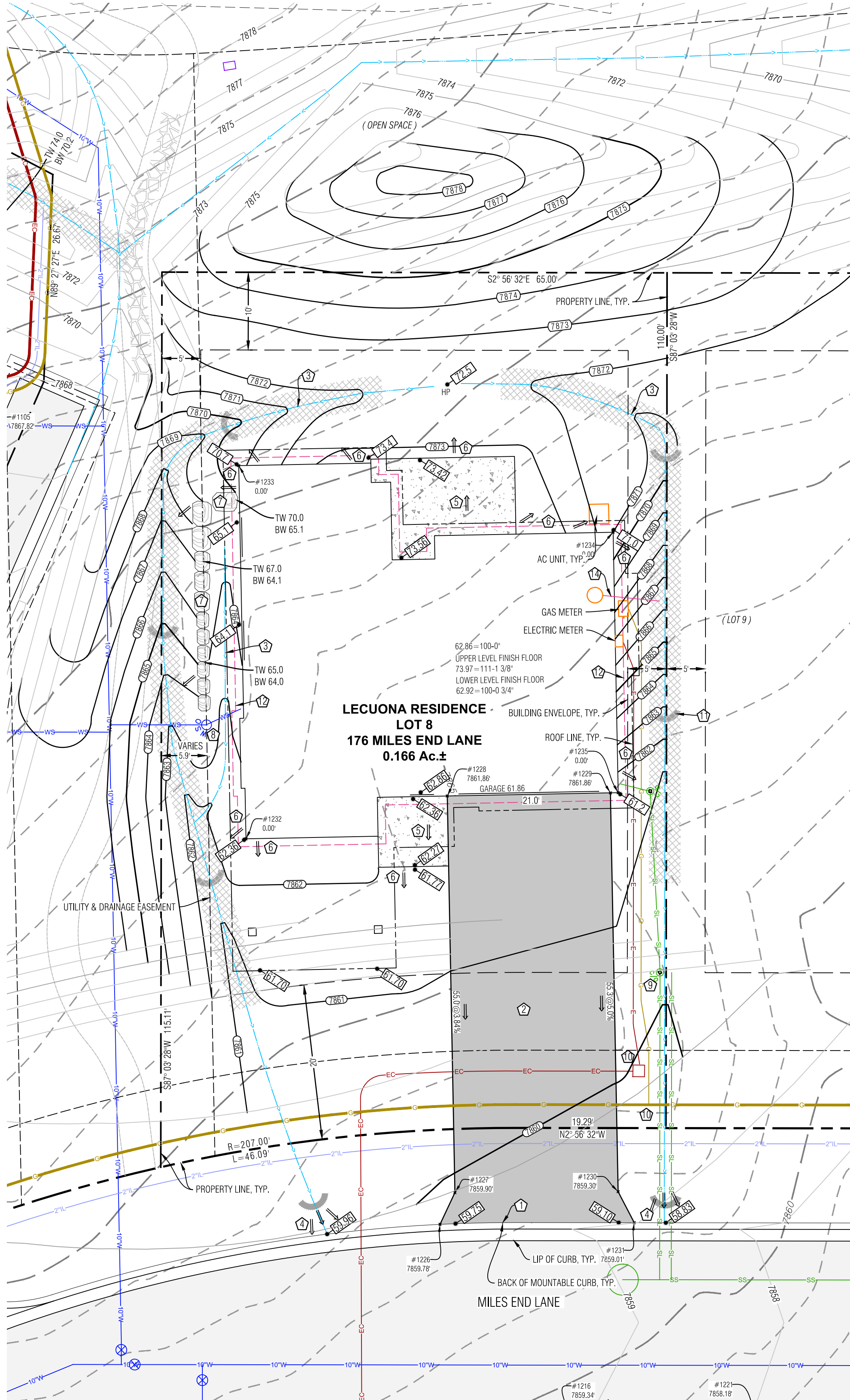
No.	Date	By	Revision
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PROJECT NO.
22008
Designer:
PAH
Checker:
BUJ
Date:
12/26/22

Sheet
C.7

File Name: 22008 c-grading.dwg

125



TW
BW
GB
EX
LP
HP

PROPOSED SPOT ELEVATION
DRAINAGE SWALE
FLOW ARROW
SEDIMENT CONTROL, FENCE
PROPOSED MAJOR/MINOR CONTOUR
EXISTING MAJOR/MINOR CONTOUR
EROSION LOGS
ASPHALT DRIVEWAY & AUTO-COURT
NORTH AMERICAN GREEN SC-250BN EROSION CONTROL FABRIC,
OR RIPRAP ALTERNATIVE
FLAGNOTE
EX CURB STOP
POSSIBLE ELECTRIC SERVICE
POSSIBLE GAS SERVICE
POSSIBLE WATER SERVICE
POSSIBLE SEWER SERVICE
FOUNDATION DRAIN
DOWNSPOUT & STORM DRAIN WITH SIZE
BOULDER WALL

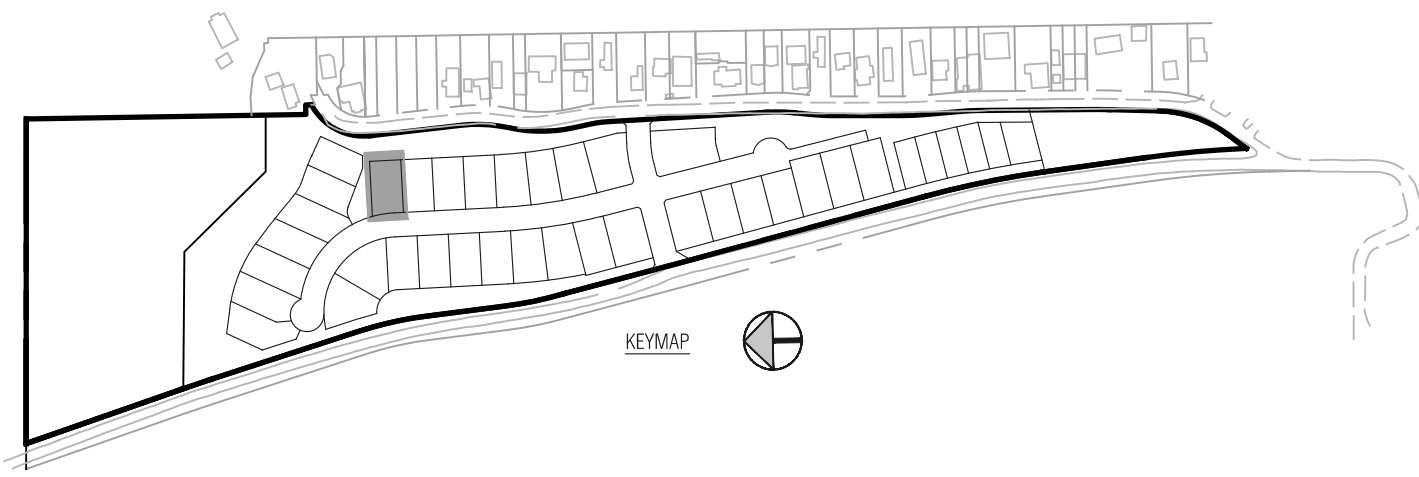
LEGEND

TOP OF WALL
BOTTOM OF WALL
GRADE BREAK
EXISTING
LOW POINT
HIGH POINT
PROPOSED SPOT ELEVATION
DRAINAGE SWALE
FLOW ARROW
SEDIMENT CONTROL, FENCE
PROPOSED MAJOR/MINOR CONTOUR
EXISTING MAJOR/MINOR CONTOUR
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ASPHALT DRIVEWAY & AUTO-COURT
NORTH AMERICAN GREEN SC-250BN EROSION CONTROL FABRIC,
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EX CURB STOP
POSSIBLE ELECTRIC SERVICE
POSSIBLE GAS SERVICE
POSSIBLE WATER SERVICE
POSSIBLE SEWER SERVICE
FOUNDATION DRAIN
DOWNSPOUT & STORM DRAIN WITH SIZE
BOULDER WALL

Point Table				
Point #	Desc.	Elev.	North	East
1226	Driveway	7859.78	4242.52	5467.56
1227	Driveway	7859.90	4240.82	5471.74
1228	Driveway	7861.86	4244.50	5522.63
1229	Driveway	7861.86	4223.55	5524.14
1230	Driveway	7859.30	4219.86	5472.97
1231	Driveway	7859.01	4217.58	5469.09
1232	House Corner	0.00	4270.07	5515.77
1233	House Corner	0.00	4273.52	5563.64
1234	House Corner	0.00	4224.96	5557.62
1235	House Corner	0.00	4222.55	5524.21

- NOTES:**
- 1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC., JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.
 - 2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PLUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.
 - 3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.
 - 4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.
 - 5) LOT AREA: 7,227 SF±
DISTURBANCE AREA: 7,227 SF±
 - 6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.

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



Section 4, Item E.

Civil Engineering
Surveying
& Beyond

Boundaries Unlimited Inc.

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

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR
Review
CONSTRUCTION

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

0

10'

20'

Scale: 1" = 10'

811

Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 8, Minturn North P.U.D.
Site, Grading and Drainage Plan
DRB Submittal 6/28/24

By

Revision

Date

No.

1

2

3

4

5

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7

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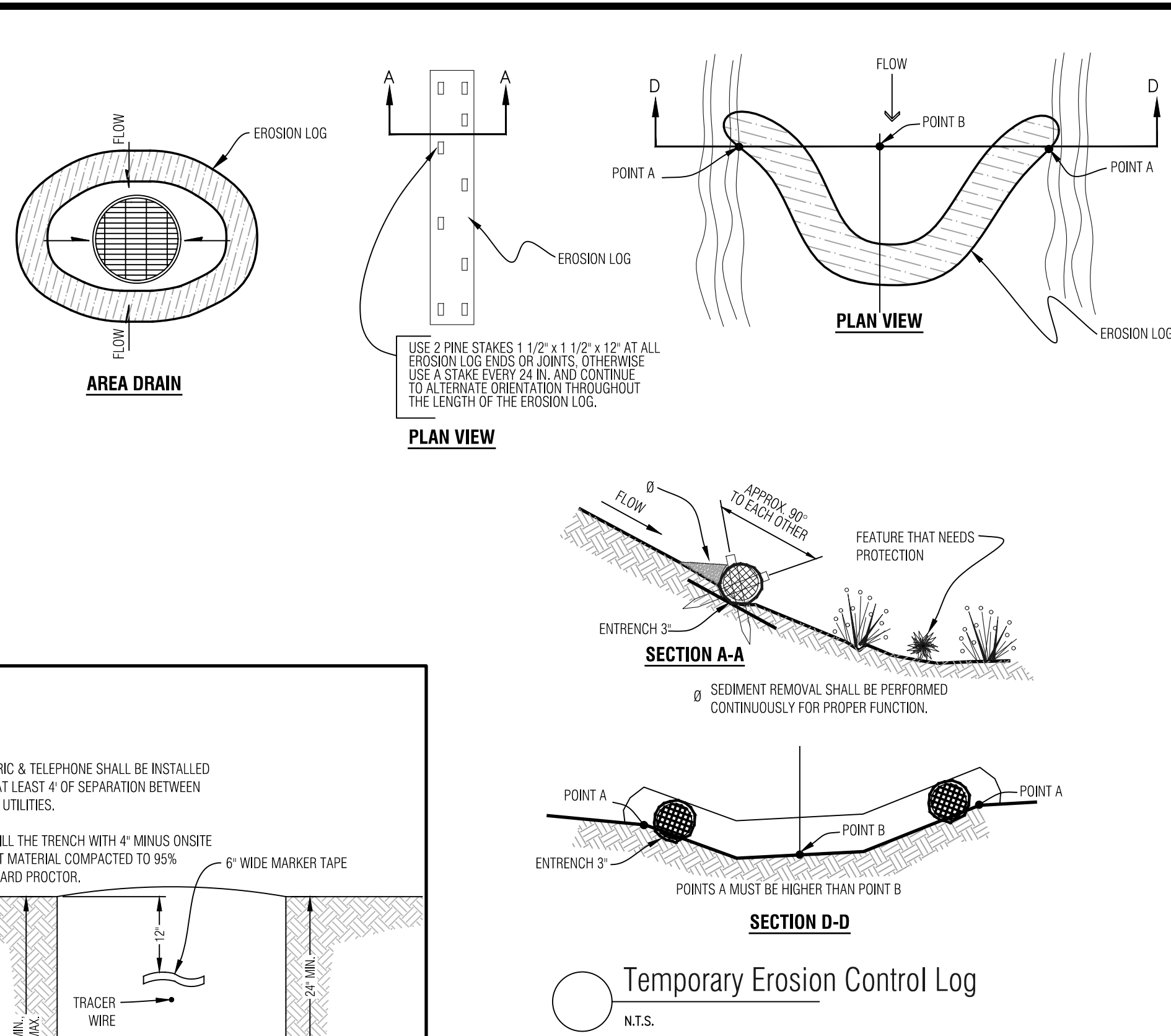
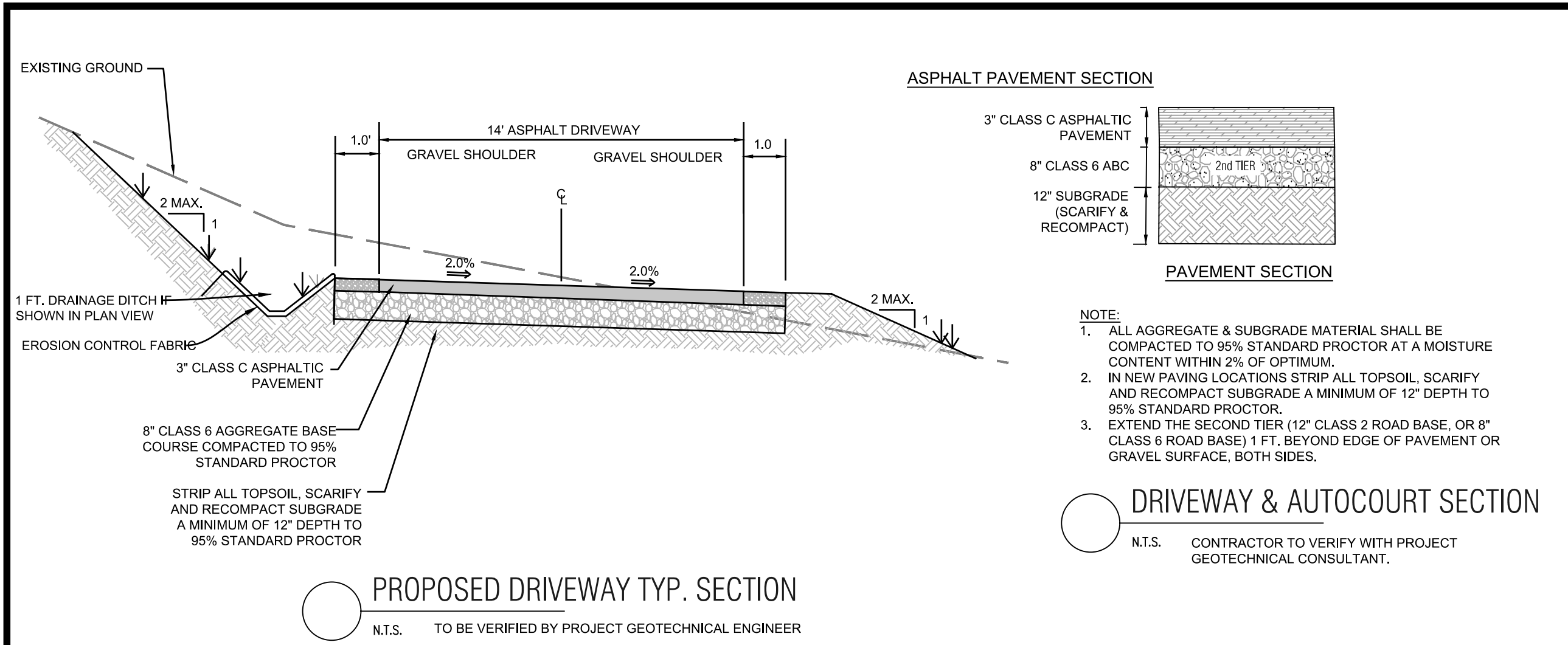
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PROJECT NO.
23035
Designer:
PAH
Checker:
BUJ
Date:
6/10/24

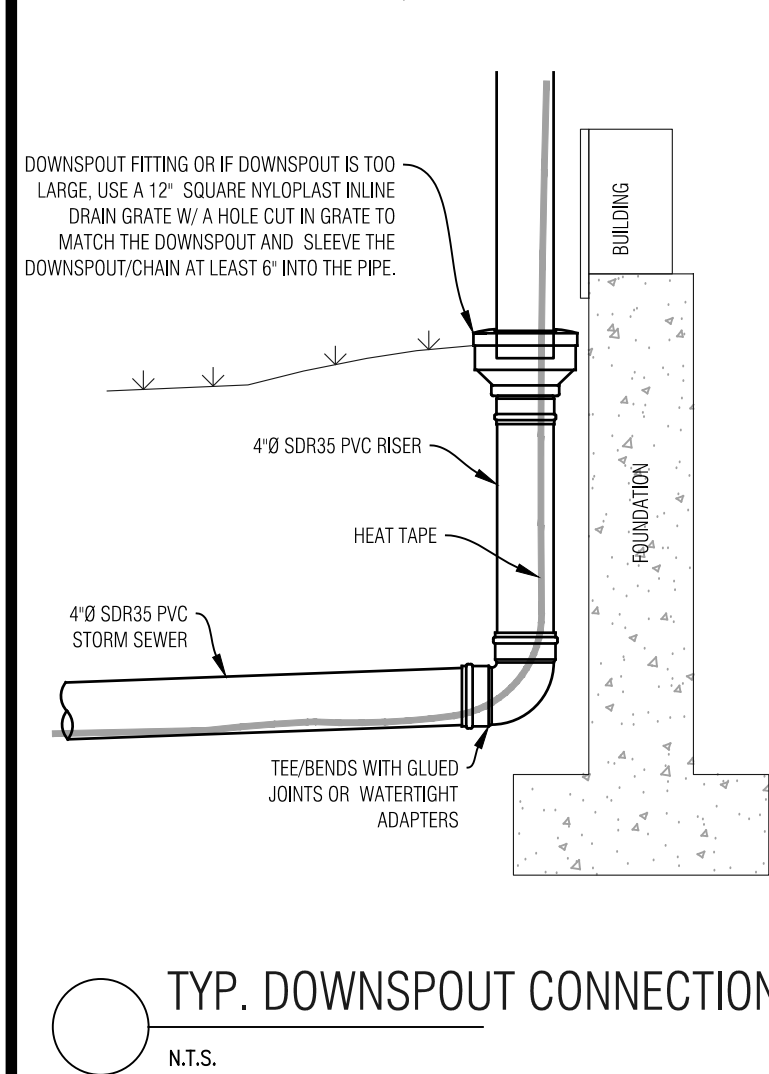
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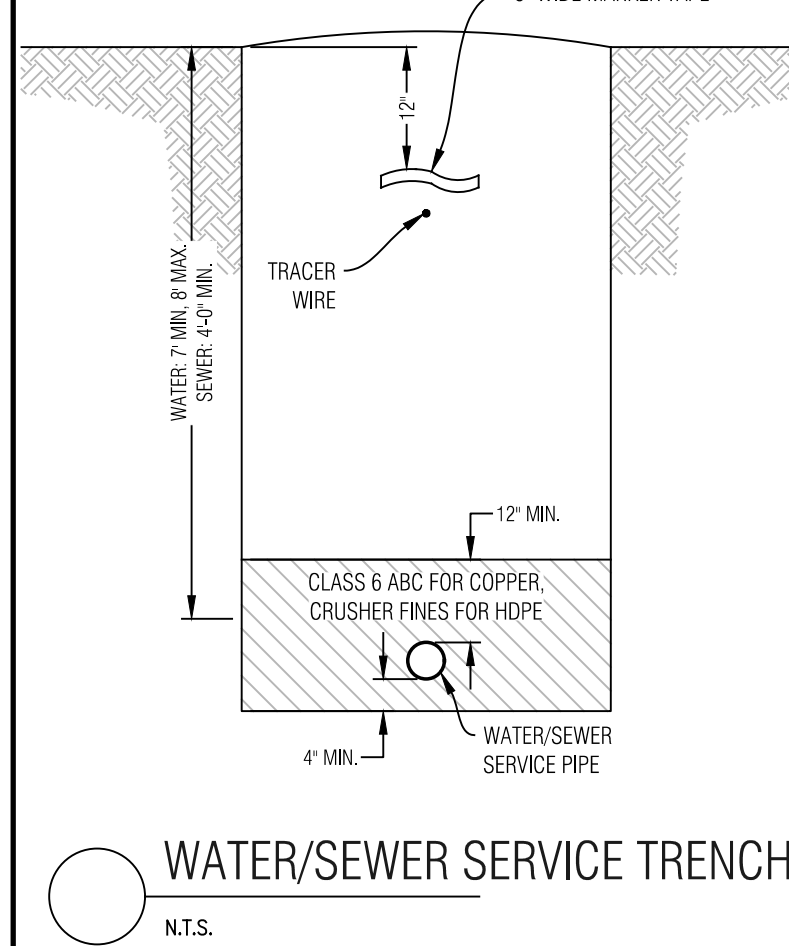
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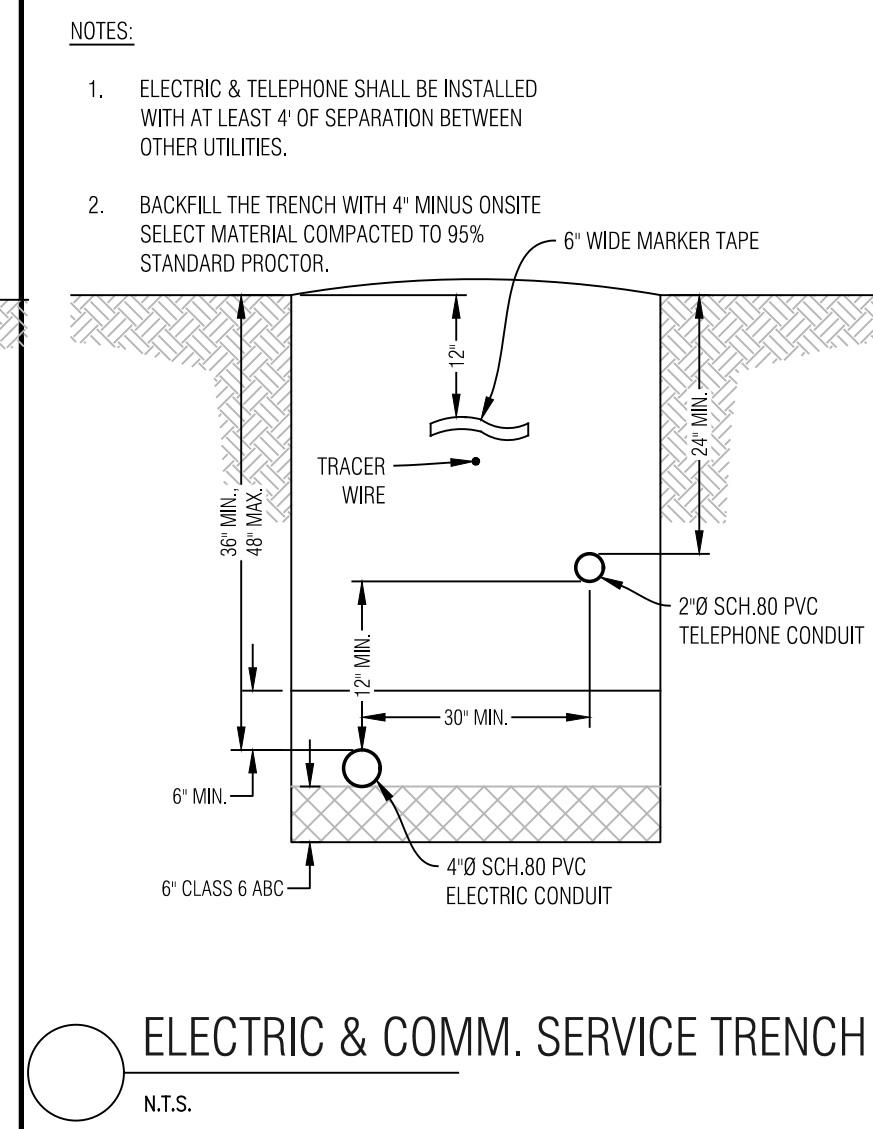
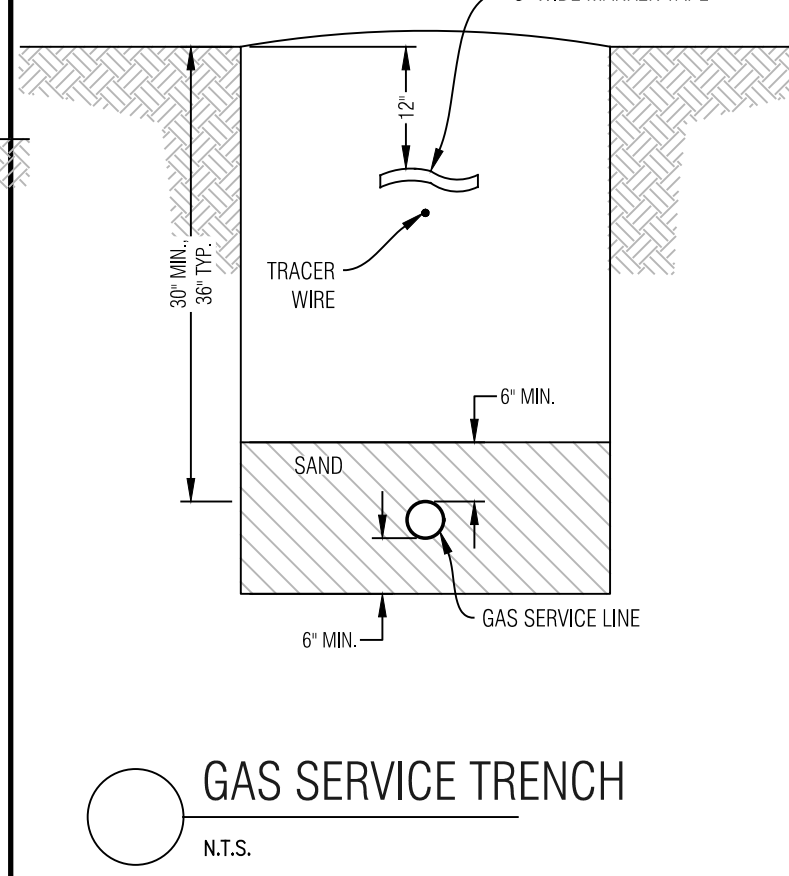
- NOTES:**
- ROOF AND AREA DRAINS SHALL NOT BE CONNECTED TO THE FOUNDATION DRAIN SYSTEM.
 - ALL DOWNSPOUTS SHALL BE CONNECTED TO ADS N-12-WT OPP (WATERTIGHT), SCH.40 PVC OR SDR35 PVC. FLEXIBLE CORRUGATED PLASTIC IS NOT ACCEPTABLE.
 - ADDITIONAL FITTINGS AND BENDS MAY BE REQUIRED TO DEFLECT OVER OR AROUND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



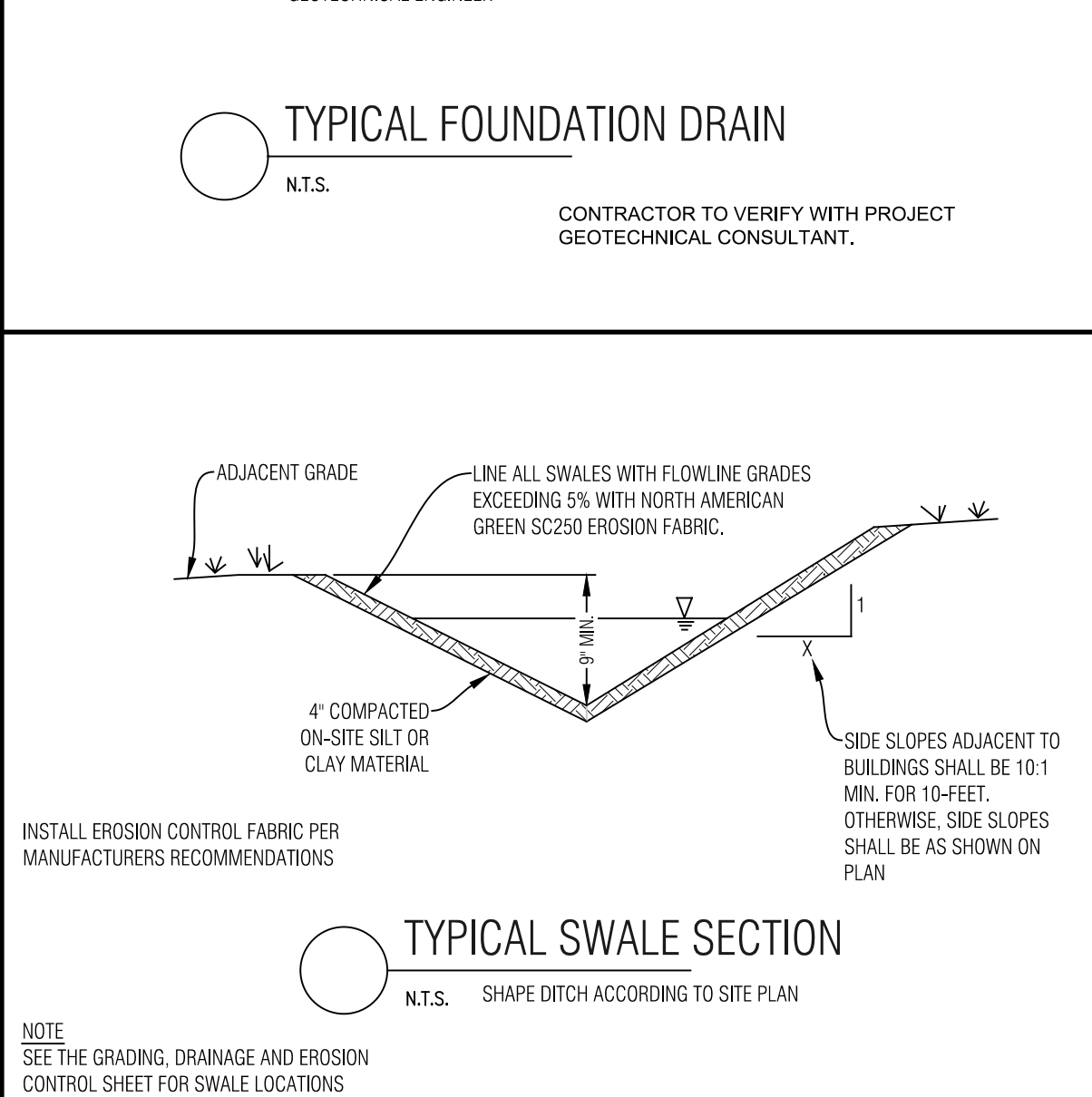
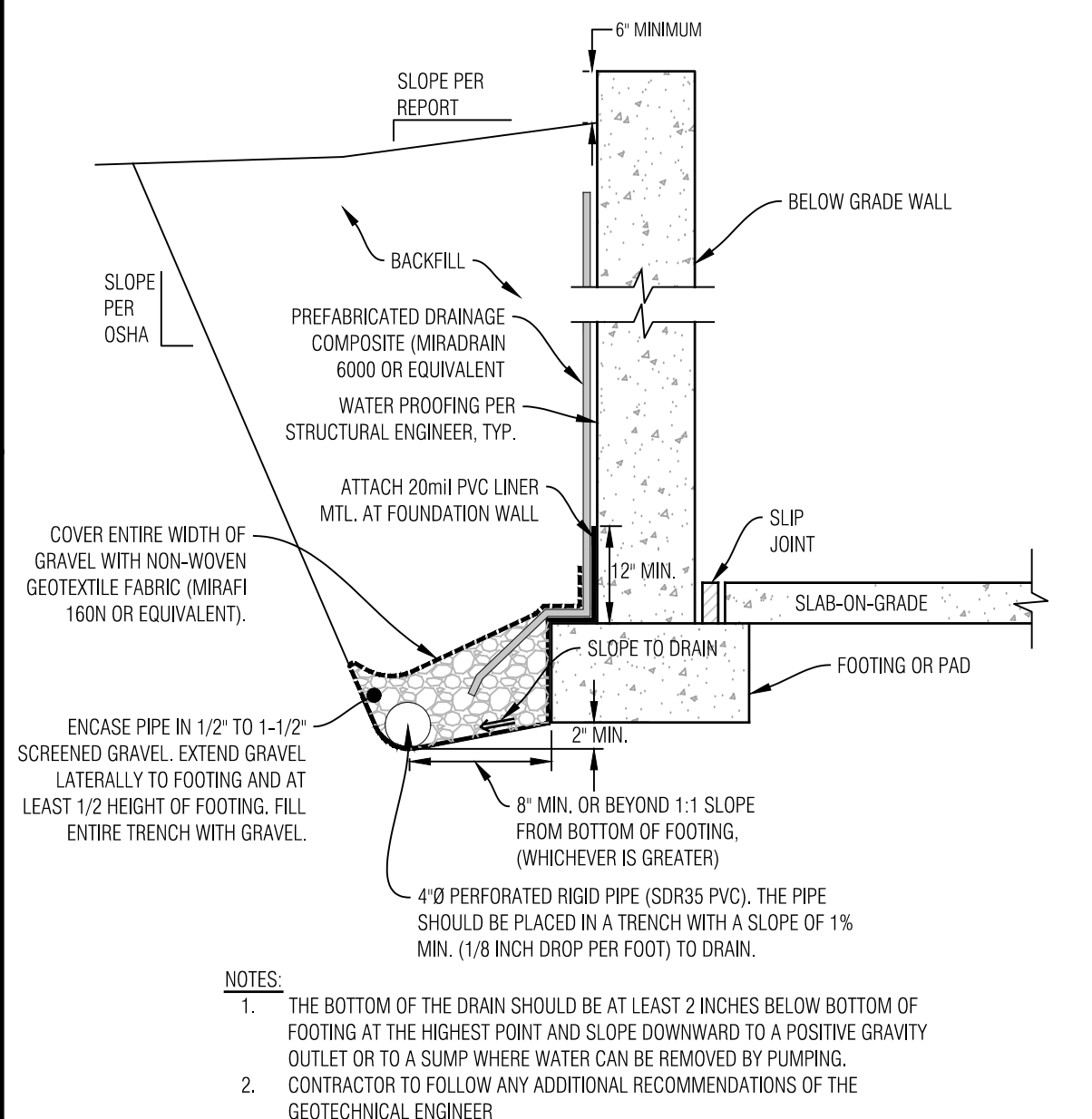
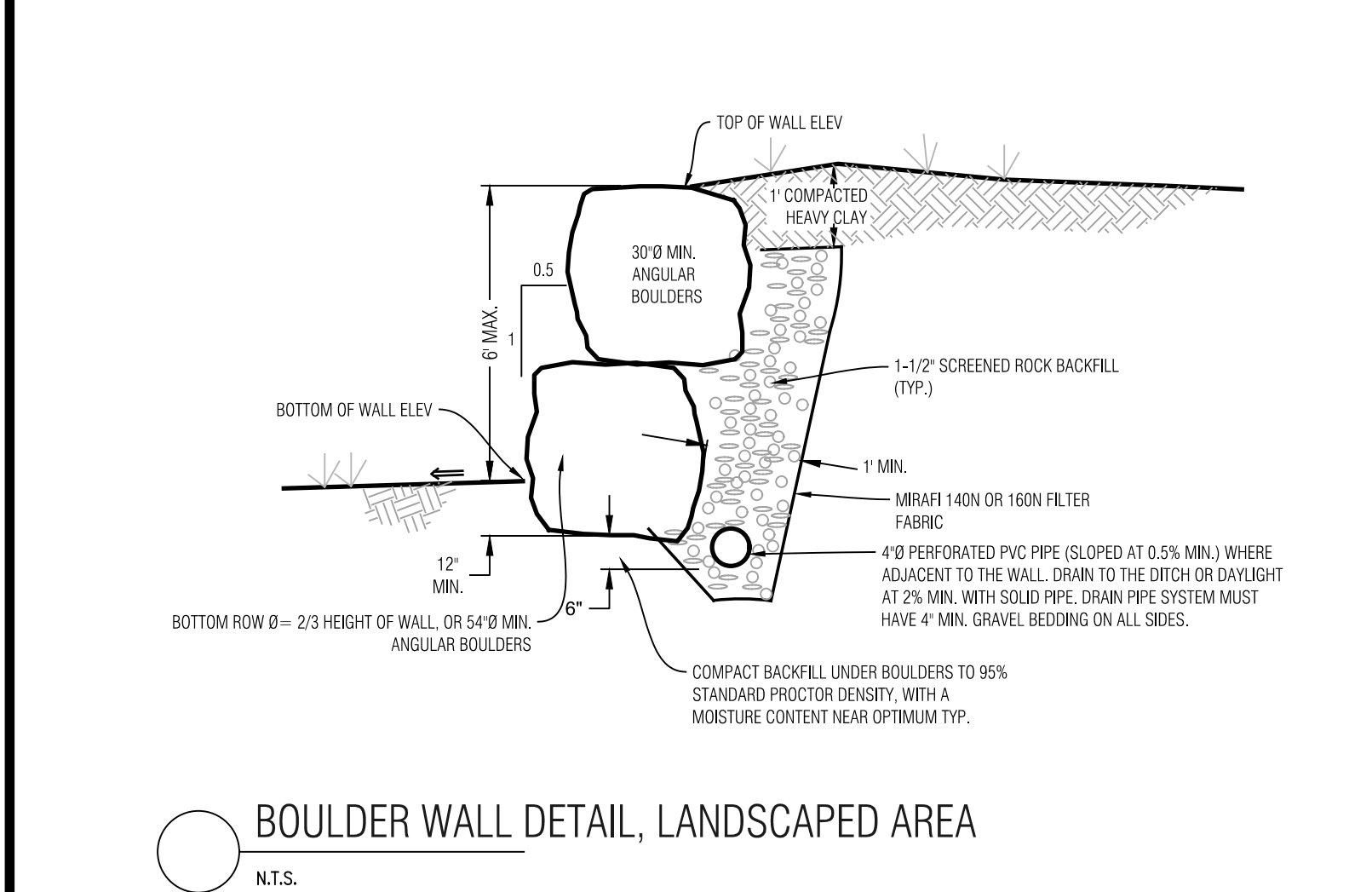
- NOTES:**
- WATER SHALL BE INSTALLED WITH AT LEAST 10" OF SEPARATION BETWEEN WATER/SEWER AND 4" OF SEPARATION BETWEEN OTHER UTILITIES.
 - BACKFILL THE TRENCH WITH 4" MINUS ON-SITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



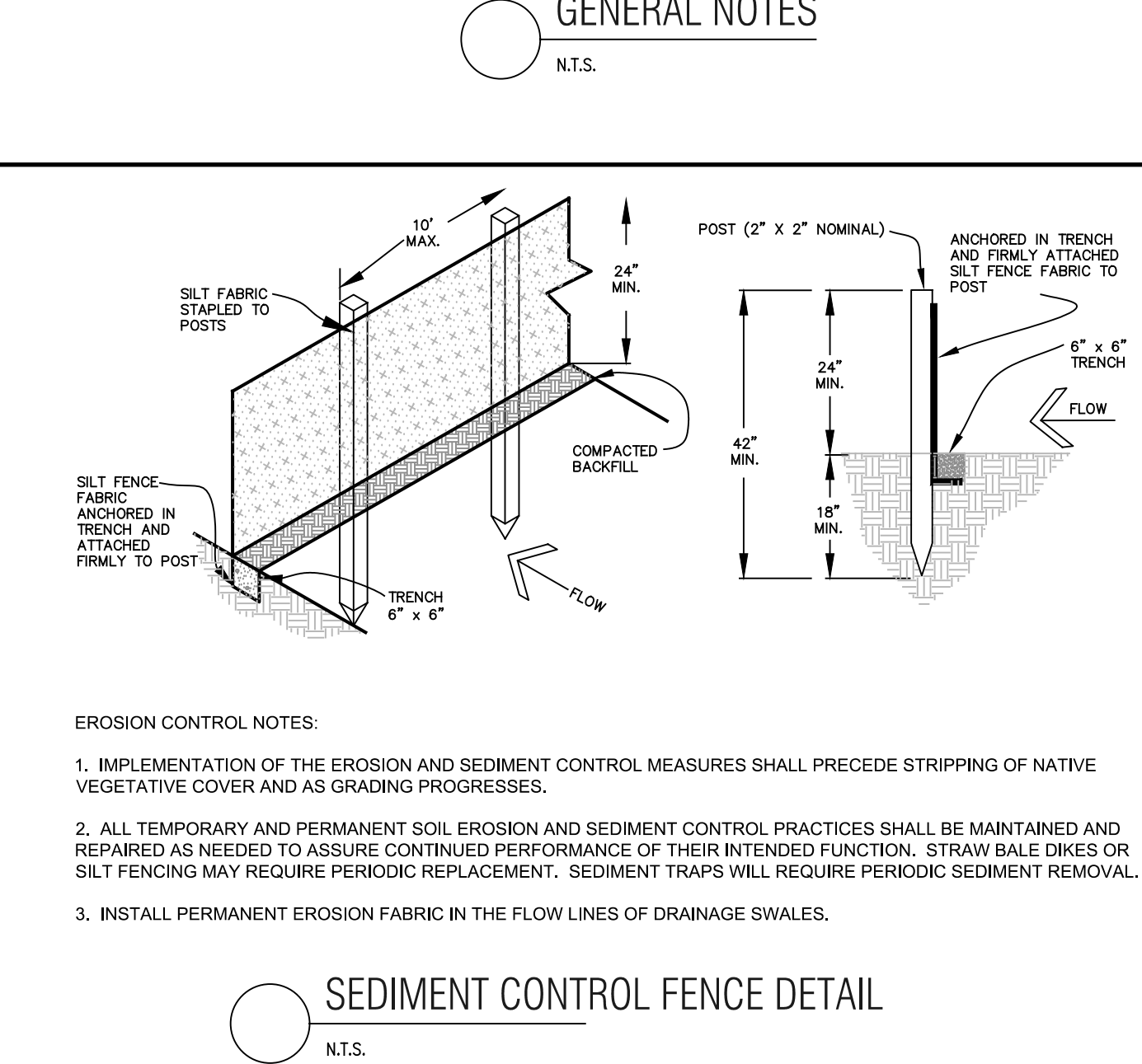
- NOTES:**
- GAS SHALL BE INSTALLED WITH AT LEAST 4" OF SEPARATION BETWEEN OTHER UTILITIES.
 - BACKFILL THE TRENCH WITH 4" MINUS ON-SITE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR.



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



- GENERAL NOTES:**
- ALL CONSTRUCTION SHALL MEET OR EXCEED THE CURRENT CONSTRUCTION AND DESIGN STANDARDS ESTABLISHED BY THE DESIGN GUIDELINES AND TOWN OF MINTURN AND BE SUBJECT TO OBSERVATION BY THE TOWN AND THE PROJECT ENGINEER. IN THE EVENT OF CONFLICT PUD GUIDELINES SUPERCEDE TOWN.
 - THIS DESIGN WAS PREPARED WITHOUT THE BENEFIT OF A SUBSURFACE UTILITY ENGINEERING (SUE) STUDY OR MAP. THIS DESIGN HAS BEEN PREPARED FOR A PRIVATE DEVELOPMENT USING EXISTING UTILITY INFORMATION PROVIDED BY OTHERS. EXISTING UTILITIES ARE SHOWN AS THEY ARE BELIEVED TO EXIST, BUT MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. BOUNDARIES UNLIMITED INC. DID NOT CONFIRM ANY DATA PROVIDED OR PERFORM ANY ADDITIONAL RESEARCH OR NOTIFICATION TO ELEVATE THESE PLANS TO SENATE BILL 18-167 STANDARDS. AS SUCH, BOUNDARIES UNLIMITED INC. MAKES NO GUARANTEE, EXPRESSED OR IMPLIED, FOR THE LOCATION OF SUBSURFACE UTILITIES CONTAINED WITHIN THIS PLAN SET. IF THE CLIENT AND/OR CONTRACTOR REQUIRES A SUBSURFACE UTILITY ENGINEERING STUDY OR MAP FOR FULL COMPLIANCE WITH SENATE BILL 18-167, THEN A MORE EXHAUSTIVE INVESTIGATION SHALL BE OBTAINED BY THE CLIENT AND/OR CONTRACTOR PRIOR TO COMMENCING WITH ANY CONSTRUCTION. OTHERWISE, PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER OF ANY POTENTIAL CONFLICTS PRIOR TO UTILITY CONSTRUCTION SO THAT LINE OR GRADE CHANGES CAN BE MADE TO AVOID A CONFLICT WITH ANY EXISTING UTILITY. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION AND, AT NO EXPENSE TO THE CLIENT OR PROJECT ENGINEER, REPAIR ANY DAMAGED UTILITIES.
 - ALL EXCAVATIONS FOR UTILITY LINES, ROADWAYS, BUILDING STRUCTURES, DRAINAGE FACILITIES AND TRENCHES, SHALL MEET THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), COLORADO INDUSTRIAL COMMISSION, OR THE COLORADO DIVISION OF MINES, WHICH EVER APPLIES. SAFETY IS THE CONTRACTOR'S RESPONSIBILITY. NO OTHER PARTIES ARE RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATING HERETO.
 - COMPACTION MUST BE OBTAINED AND COMPACTION RESULTS SUBMITTED TO THE TOWN AND THE PROJECT ENGINEER PRIOR TO ACCEPTANCE. CONTRACTOR SHALL MEET OR EXCEED TOWN REGULATIONS. 95% STANDARD PROCTOR DENSITY IS REQUIRED FOR ALL ROADWAY AND DRIVEWAY SUBGRADE CONSTRUCTION UNDER THE SAME. 80% STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS, UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER. SEE SOILS REPORT FOR STRUCTURAL FOUNDATION RECOMMENDATIONS.
 - THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE STREET RIGHT OF WAY AND PROPERTY OWNED, OR EASEMENTS PROVIDED TO OWNER. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER INVOLVED. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - THE CONTRACTOR SHALL ENSURE DRAINAGE AWAY FROM ALL STRUCTURES IN ALL DIRECTIONS. DO NOT ALLOW WATER TO POND ON-SITE. PROVIDE SWALES TO DRAINAGE STRUCTURES AND RUNOUT. SHALLOW DRAINAGE SWALES HAVE A TENDENCY OVER TIME TO FILL IN & BECOME LESS EFFECTIVE. PERIODIC MAINTENANCE, AT LEAST TWICE A YEAR, IS NECESSARY TO CHECK THE INTEGRITY OF THE SWALES & MAINTAIN DRAINAGE CHARACTERISTICS. BUILDING FOUNDATION WALL HEIGHT TO BE A MINIMUM OF 6" ABOVE FINISH GROUND AT EXTERIOR WALL.
 - THE CONTRACTOR SHALL AT ALL TIMES KEEP TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.
 - ON-SITE OBSERVATIONS AND REVIEW CONDUCTED BY THE TOWN OR THE PROJECT ENGINEER OF CONSTRUCTION WORK IN PROGRESS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY BY THE TOWN OR THE PROJECT ENGINEER OF THE COMPLETED WORK AND THE CONTRACTOR'S RESPONSIBILITIES.
 - THE CONTRACTOR SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO SIGNIFICANTLY REDUCE ANY POTENTIAL POLLUTION CAUSED BY HIS ACTIVITIES, INCLUDING VEHICLE FUELING, STORAGE OF FERTILIZERS OR CHEMICALS, ETC. THE CONTRACTOR SHALL HAVE IDENTIFIED PROCEDURES FOR HANDLING POTENTIAL POLLUTANTS AND IDENTIFIED SPILL PREVENTION AND RESPONSE PROCEDURES PRIOR TO ANY ACTIVITIES AT THE PROJECT SITE.
 - THE CONTRACTOR SHALL NOT SCALE DRAWINGS FOR CONSTRUCTION PURPOSES. ANY MISSING DIMENSIONS OR DISCREPANCIES IN PLANS, FIELD STAKING, OR PHYSICAL FEATURES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER. IF THE CONTRACTOR PROCEEDS WITH THE WORK WITHOUT NOTIFYING THE ENGINEER, HE DOES SO AT HIS OWN RISK.
 - DISPOSAL OF TRASH, ASPHALT, CONCRETE AND CONSTRUCTION DEBRIS IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE CONSIDERED PART OF THE WORK.
 - HORIZONTAL & VERTICAL INFORMATION FOR EXISTING PROPERTY LINES, TOPOGRAPHY, ROADWAY UTILITIES & DRAINAGE STRUCTURES WERE TAKEN FROM THE DESIGN DRAWINGS FOR THE MINTURN NORTH PUD. ALSO SEE LANDSCAPE, ARCHITECTURAL AND STRUCTURAL ENGINEERING PLANS FOR ADDITIONAL BUILDING AND LANDSCAPE INFORMATION.
 - IN NON HARDSCAPE AREAS, GRADE AT A MINIMUM OF 12" IN THE FIRST 5 FEET AWAY FROM THE STRUCTURE. OR AS DIRECTED BY THE GEOTECHNICAL STUDY. EXTERIOR BACKFILL SHOULD BE ADJUSTED TO NEAR OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN PAVEMENT AREAS AND TO AT LEAST 90% OF THE MAXIMUM STANDARD PROCTOR DENSITY IN LANDSCAPE AREAS. SEE & FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL SUBSOIL STUDY BY KUMAR & ASSOCIATES, INC. DATED _____ JOB NO. _____.
 - ALL PRODUCT INFORMATION SHOWN IS AS PROVIDED BY THE MANUFACTURER. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE INSTALLATION OF ALL MATERIALS WITH SPECIAL ATTENTION TO PROPER SEALING OF MATING SURFACES. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE DELIVERED PRODUCTS AND THOSE SHOWN ON THIS PLAN.
 - FOUNDATION AND RETAINING WALL DESIGNS TO BE OBTAINED FROM, OR VERIFIED BY THE PROJECT STRUCTURAL OR GEOTECHNICAL ENGINEER.
 - THE FOUNDATION DRAIN SYSTEM SHALL BE INSTALLED PER THE RECOMMENDATION OF THE STRUCTURAL AND GEOTECHNICAL ENGINEERS.
 - THE SURVEYOR RESPONSIBLE FOR STAKING THE FOUNDATION OF THE HOUSE IS RESPONSIBLE TO MAKE SURE HE HAS THE LATEST SITE, FOUNDATION & ARCHITECTURAL PLANS AVAILABLE, ALONG WITH ANY UPDATED LOTLINE, SETBACK & EASEMENT INFORMATION.
 - INSTALL ROOF GUTTERS AND DOWNSPOUTS THAT DISCHARGE WELL BEYOND THE LIMITS OF ALL BACKFILL. CONFIRM DOWNSPOUT DRAINAGE HAS GOOD POSITIVE GRADE RUNNING AWAY FROM THE HOUSE. STORM DRAIN PIPES TO BE INSTALLED WITH 1% MINIMUM SLOPE TO THE OUTFALL POINTS. HEAT TAPE SHALL BE INSTALLED IN ALL EXTERIOR ROOF GUTTERS, DRAIN PIPES, DOWNSPOUTS, AREA DRAINS, TRENCH DRAINS, STORM DRAIN PIPES AND GRATED STRUCTURES.
 - LANDSCAPING WHICH REQUIRES REGULAR HEAVY IRRIGATION SUCH AS SOD, AND LAWN SPRINKLER HEADS SHOULD BE LOCATED AT LEAST 10 FEET FROM FOUNDATION WALLS.
 - ACCUMULATED SNOWFALL SHALL BE REMOVED TO GRASS AREA TO ENSURE THAT PROPER DRAINAGE AWAY FROM THE BUILDING IS MAINTAINED.
 - FINISH GRADE & SPOT ELEVATIONS AT THE EXTERIOR OF THE STRUCTURE ASSUME THAT THE FOUNDATION WALLS EXTEND ABOVE THE BUILDING FINISH FLOOR & HANGER FLOOR JOISTS ARE USED. EXTERIOR GRADE TO BE A MINIMUM OF 6" BELOW TOP OF FOUNDATION WALL. THE FOUNDATION WALL HEIGHT MAY NEED TO BE EXTENDED IN ORDER TO ACHIEVE POSITIVE DRAINAGE AWAY FROM THE STRUCTURE.
 - INSTALL DEEP & SHALLOW UTILITY SERVICES ACCORDING TO RESPECTIVE UTILITY COMPANY OR METRO DISTRICT SPECIFICATIONS AND REGULATIONS. HORIZONTAL LOCATIONS OF SERVICE LINES ARE SUGGESTIONS ONLY. PROPOSED UTILITY SERVICES TO THE RESIDENCE MAY BE VARIED FROM THE LOCATIONS SHOWN. ALL WATER AND SEWER SERVICES SHALL BE INSTALLED PER METRO DISTRICT REGULATIONS.
 - DRAINAGE PIPES CALLED OUT AS ADS SHALL BE ADVANCED DRAINAGE SYSTEMS N-12 WATER RESISTANT PIPE (ADS N-12-WT) OR ENGINEER APPROVED EQUAL. ALL PIPES SHALL BE INSTALLED WITH WATERTIGHT CONNECTIONS.
 - CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITTING FOR CONSTRUCTION FROM THE APPROPRIATE GOVERNMENTAL ENTITIES.
 - ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.



Section 4, Item E.

Boundaries Unlimited Inc.

Civil Engineering
Surveying
& Beyond

923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(770) 945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If Yes: SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION

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

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

Lot 8, Minturn North P.U.D.
Details and Notes
DRB Submittal 6/29/24

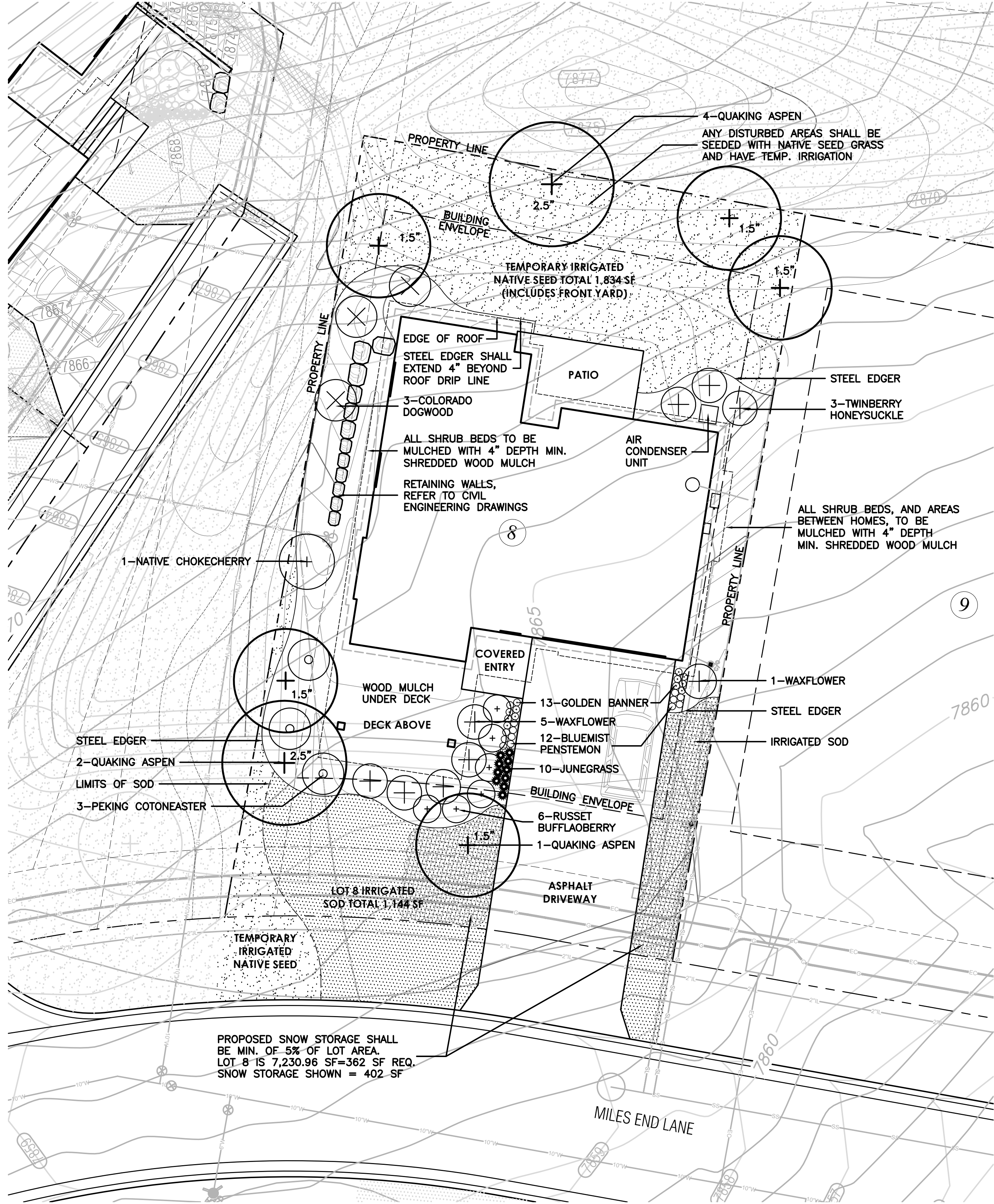
TOWN OF MINTURN, COLORADO

By	Revision	Date	No.
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			2
			3
			4
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			6
			7
			8

PROJECT NO.
23005
Designer:
PAH
Checker:
BUJ
Date:
8/10/24

Sheet
C2

File Name: **mn lot 8 sp-01.dwg**



General Notes and Specifications:

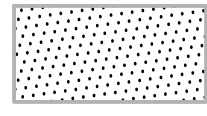
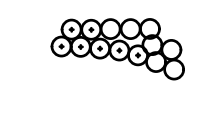
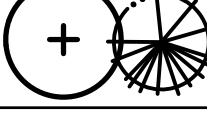
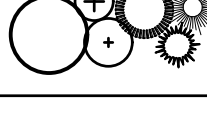
1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed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

Revegetation Notes:

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

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ½ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:		
Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop-Up Spray Irrigation For Bluegrass Sod	1,144 SF
	Permanent micro-spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	7 TREES x 4.5 SF = 32 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,297 SF
	Temporary Spray Irrigation For Native Seed	1,834 SF

IRRIGATION NOTES:

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

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

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

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

NOTES:

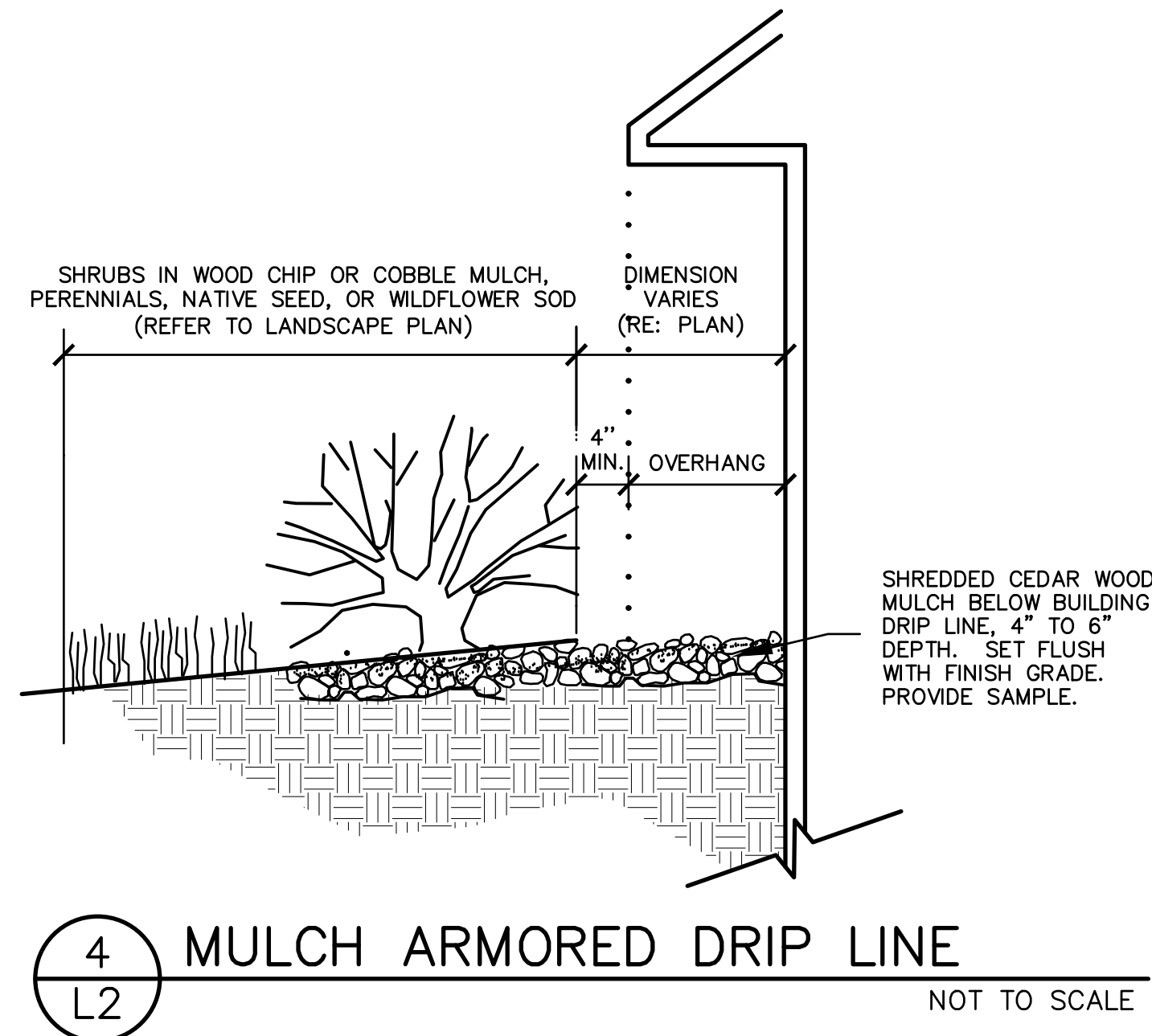
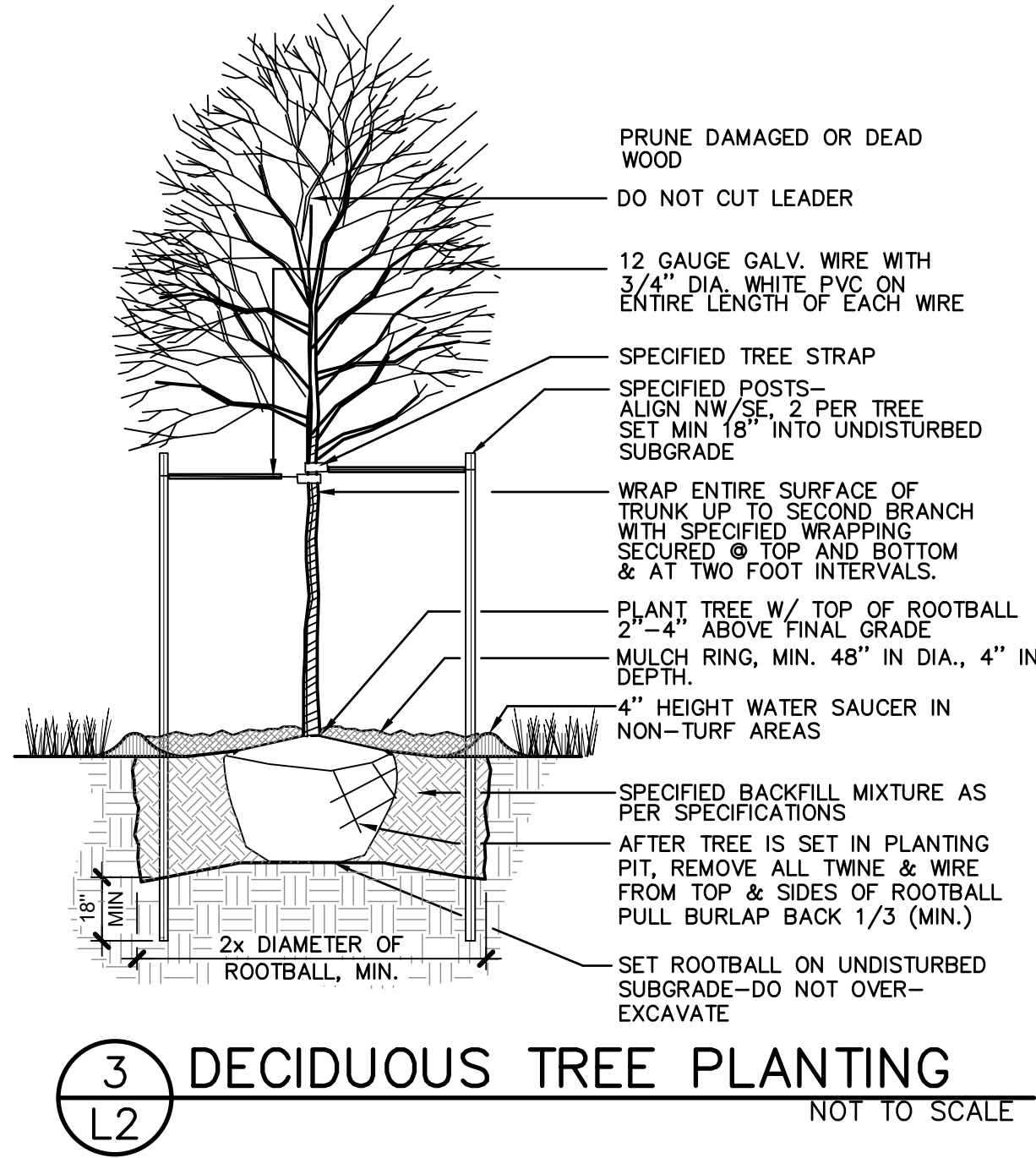
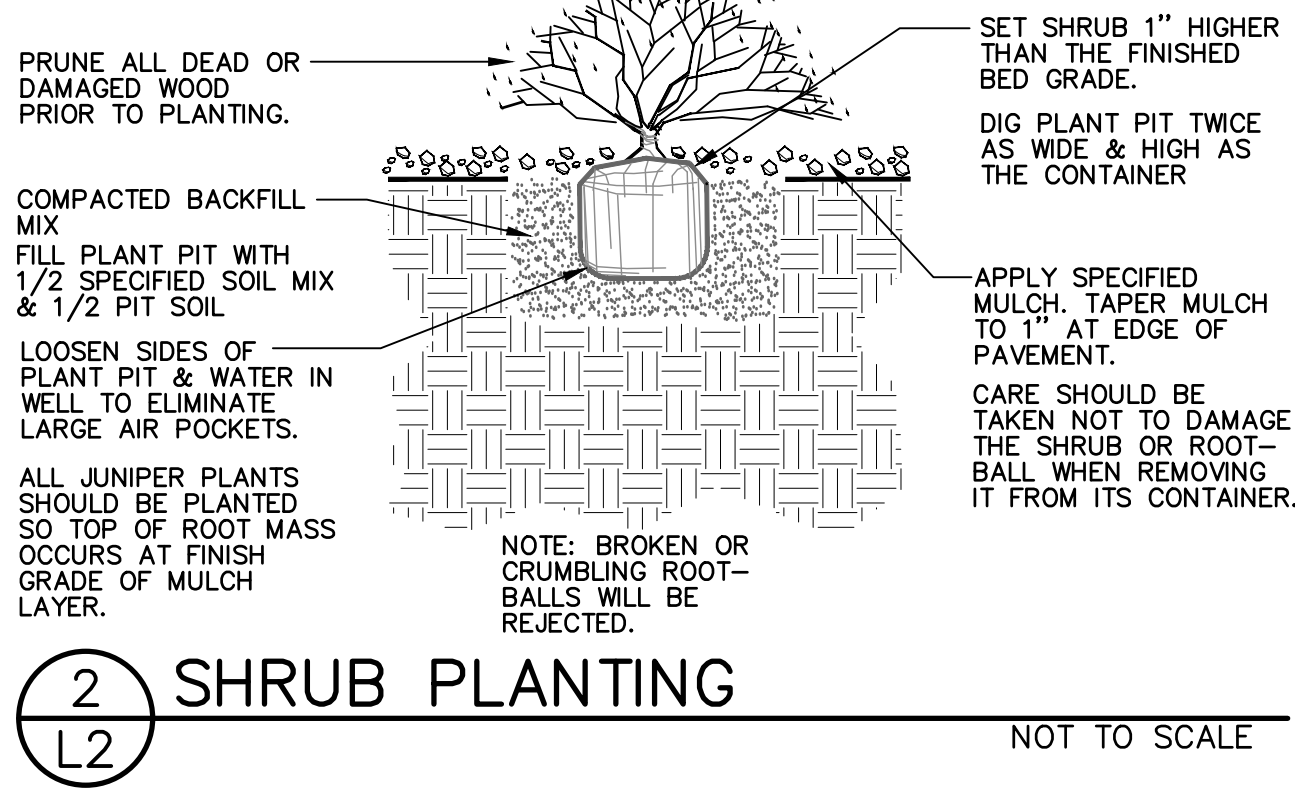
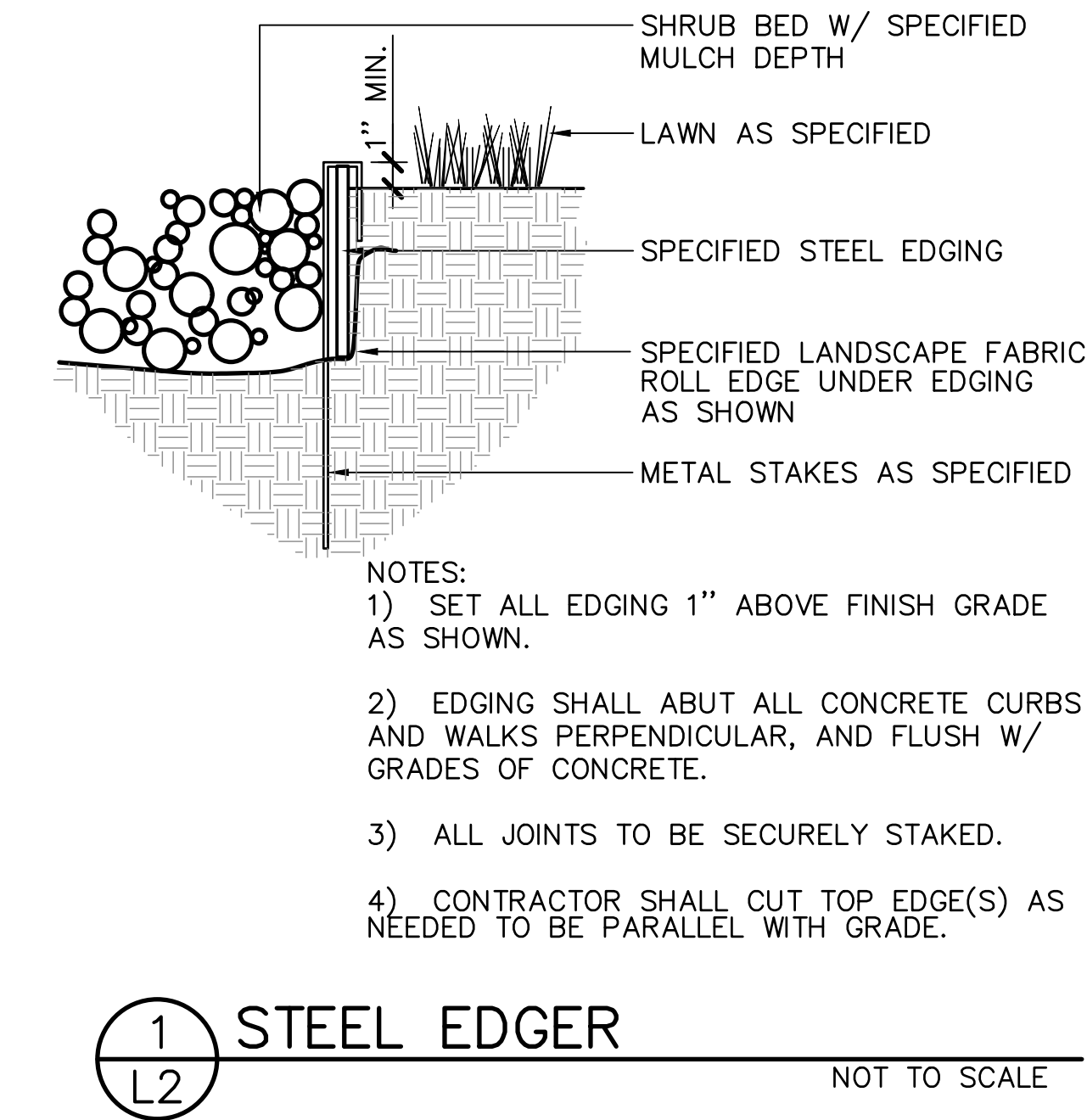
PERCENTAGES OF MIXES VARY YEAR-TO-YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY,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

PROPOSED PLANT MATERIALS LIST

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

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

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
5	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
2	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)				
10	Junegrass Grass, Koeleria macrantha	1 & 2	1 gal.	Container Full
PERENNIAL FLOWERS (planted @ 12" O.C. spacing)				
12	Bluemist Penstemon Penstemon virens	1 & 2	Flats of 15	
13	Golden Banner Thermopsis divaricarpa	1 & 2	Flats of 15	
DECIDUOUS SHRUBS				
3	Colorado Dogwood Cornus sericea coloradense	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
1	Native Chokecherry Prunus virginiana melanocarpa	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
3	Peking Cotoneaster Cotoneaster lucidus	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
6	Russet Buffaloberry Shepherdia canadensis	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
3	Twinberry Honeysuckle Lonicera involucrata	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
6	Waxflower Jamesia americana	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.



Section 4, Item E.



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

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

MINTURN NORTH P.U.D.

LOT 8-LANDSCAPE PLAN

TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 28, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE
NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2

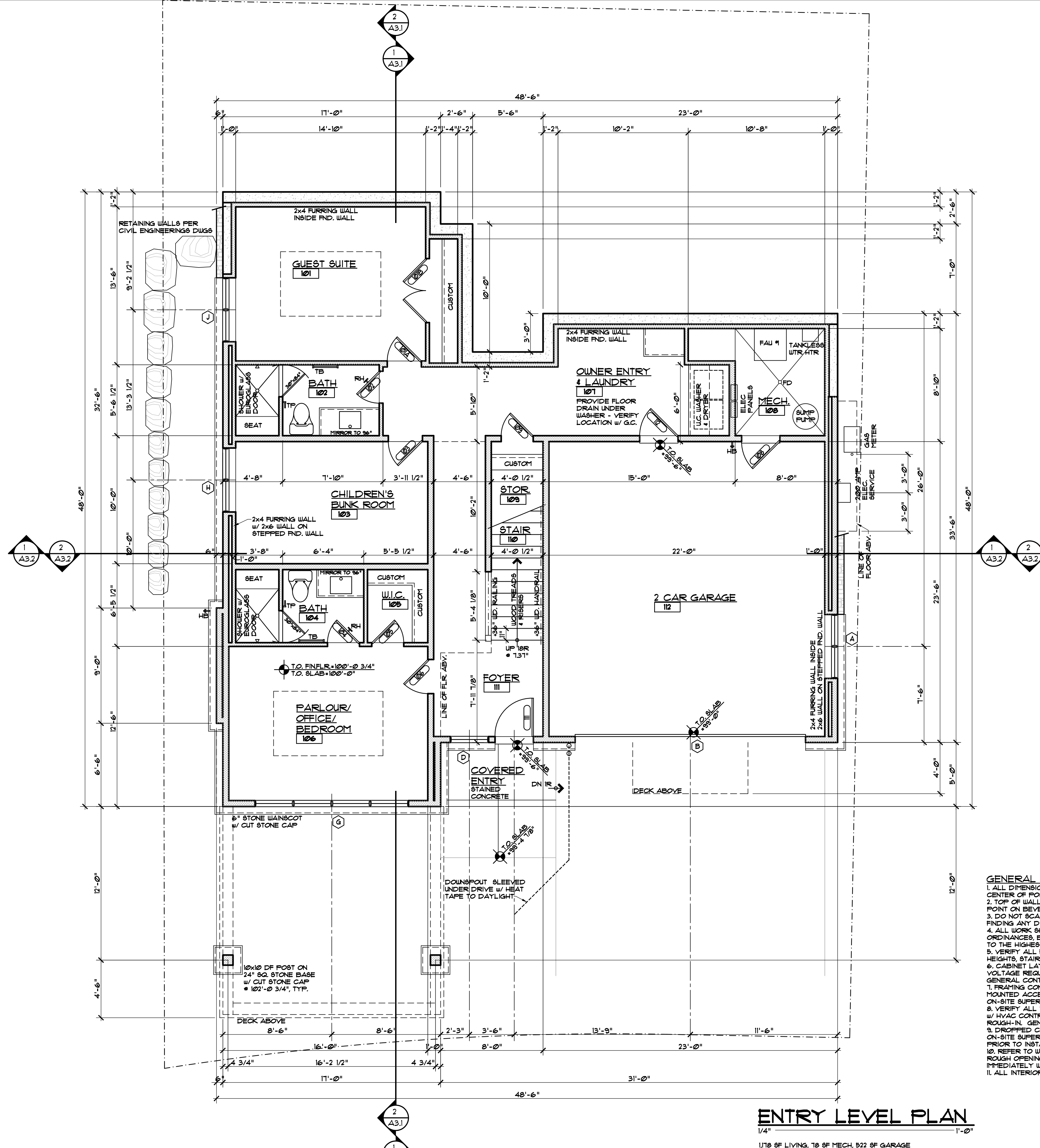
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LECUONA
LOT 8
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L08

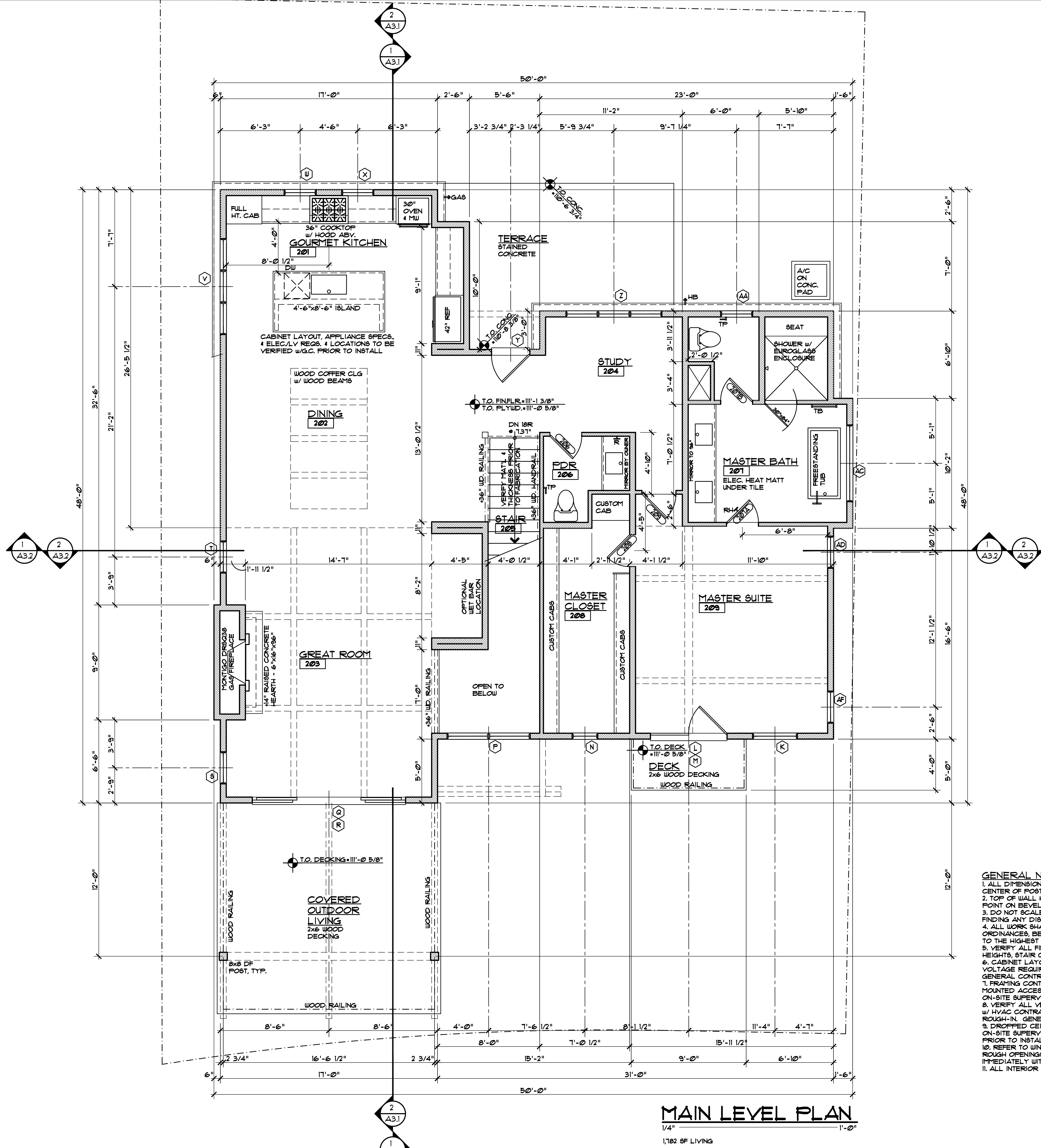
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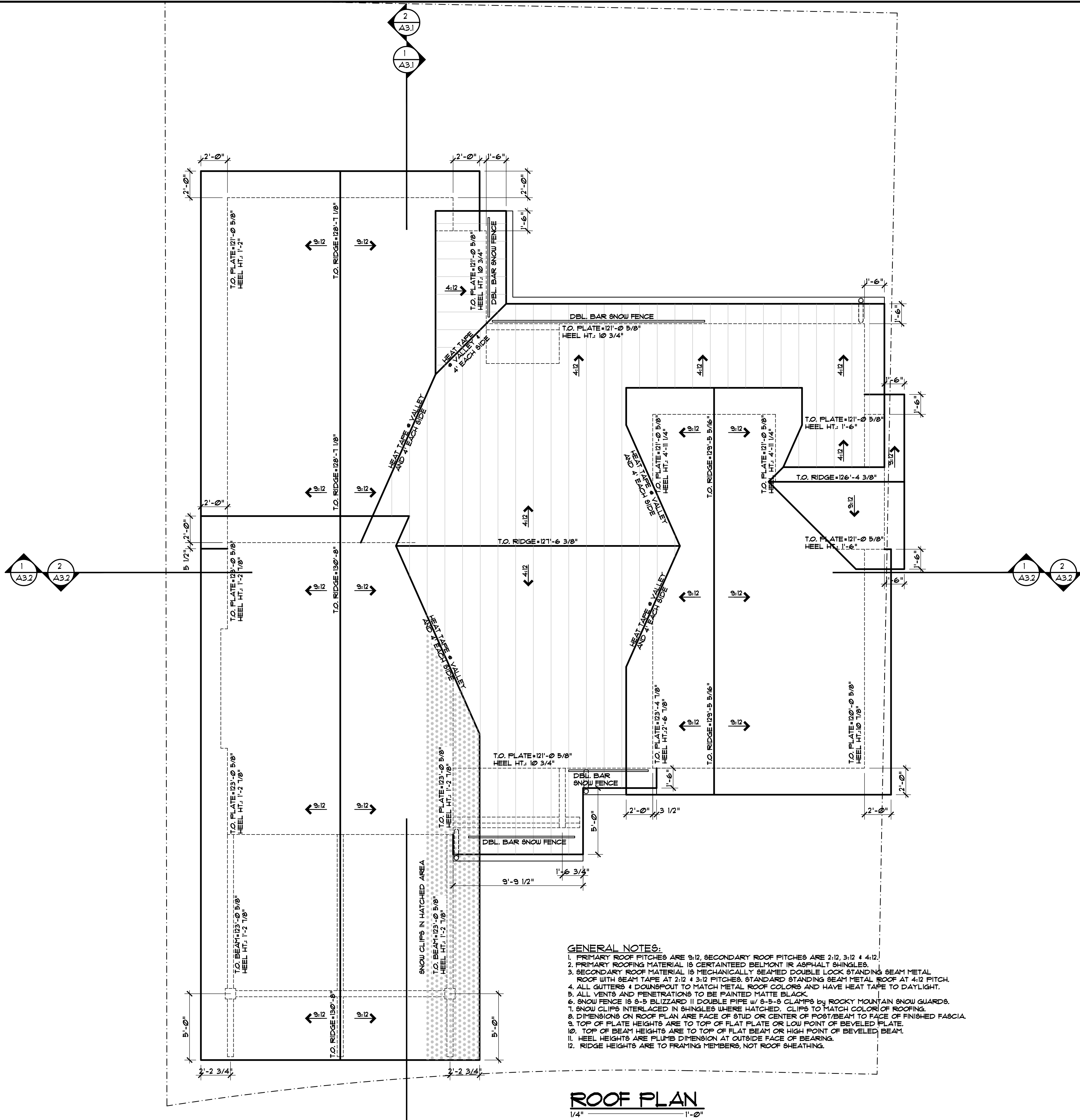
DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES.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

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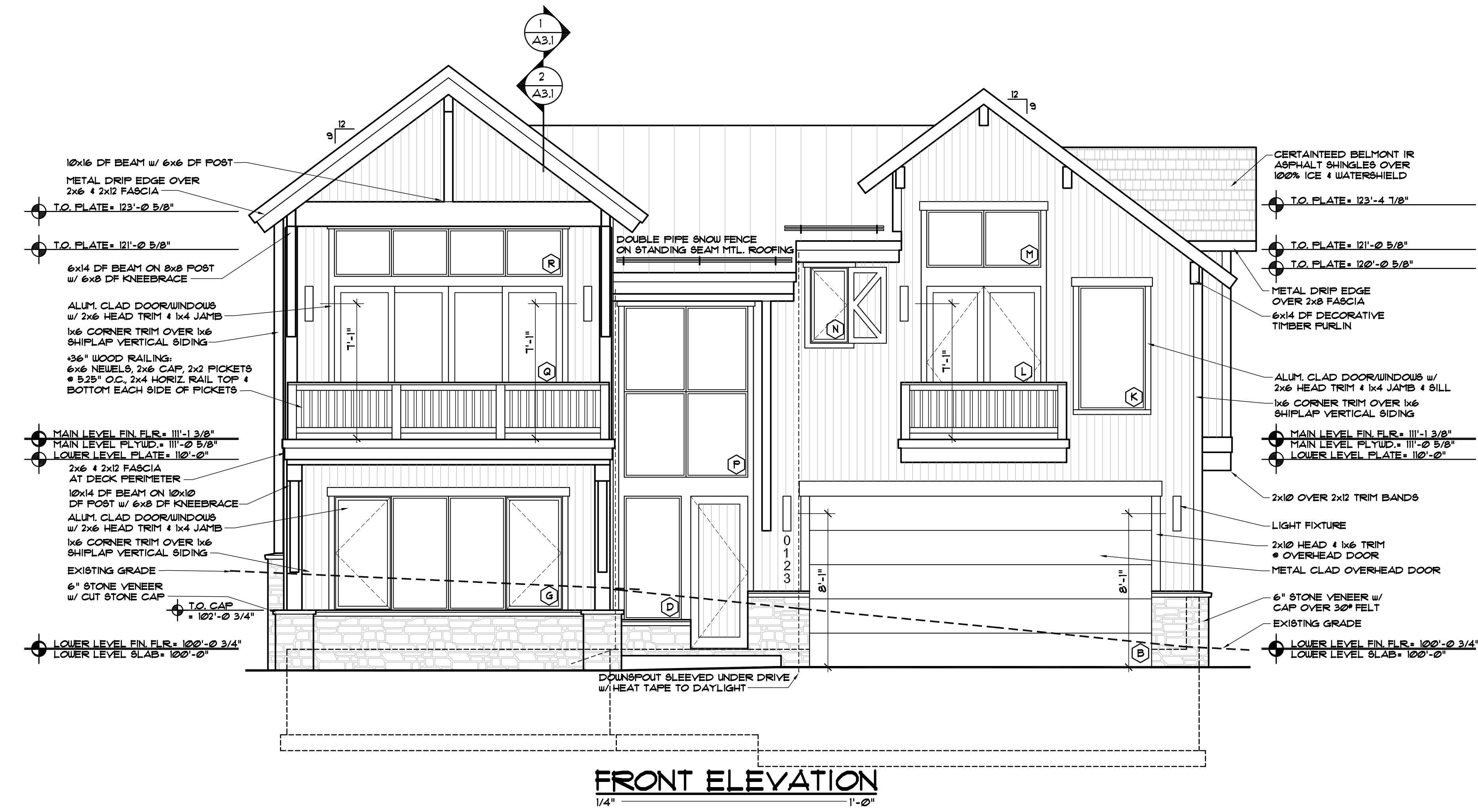
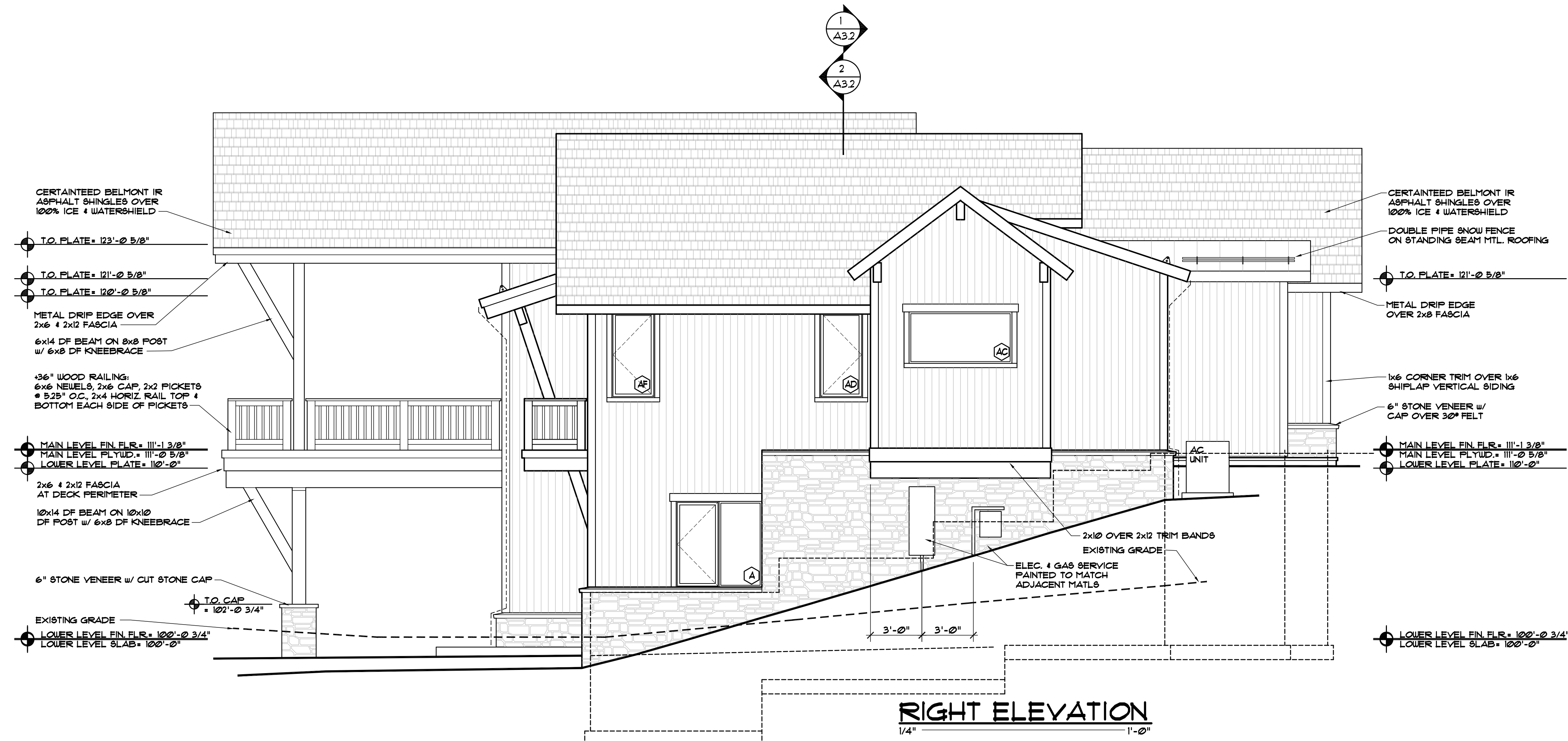
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#	DATE	BY	
1	6-28-24	DUE	DRG SUBMITTAL SET



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

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



EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
CELL: (970) 409-9790
don.eggars@eggarsarchitecture.com

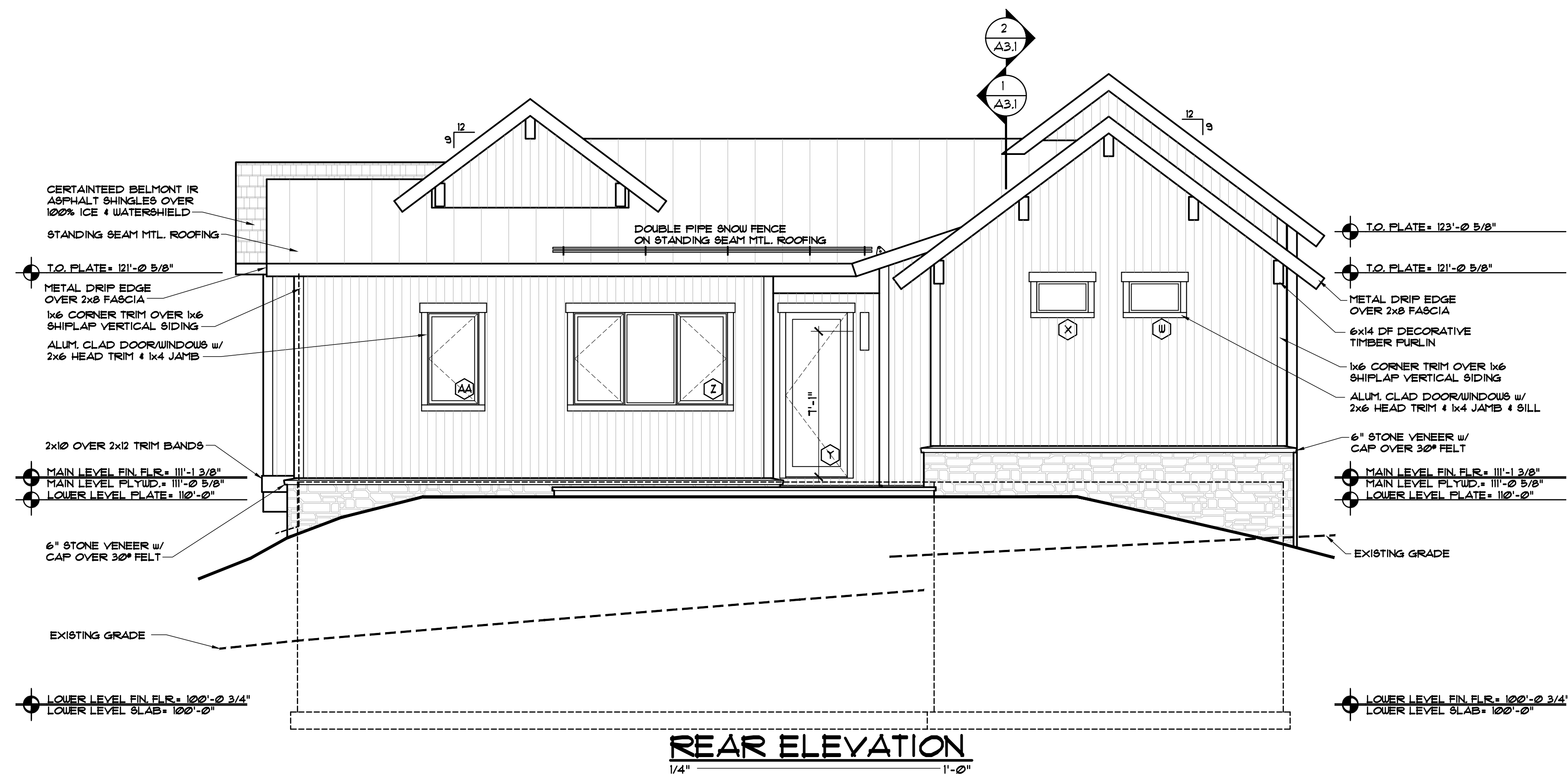
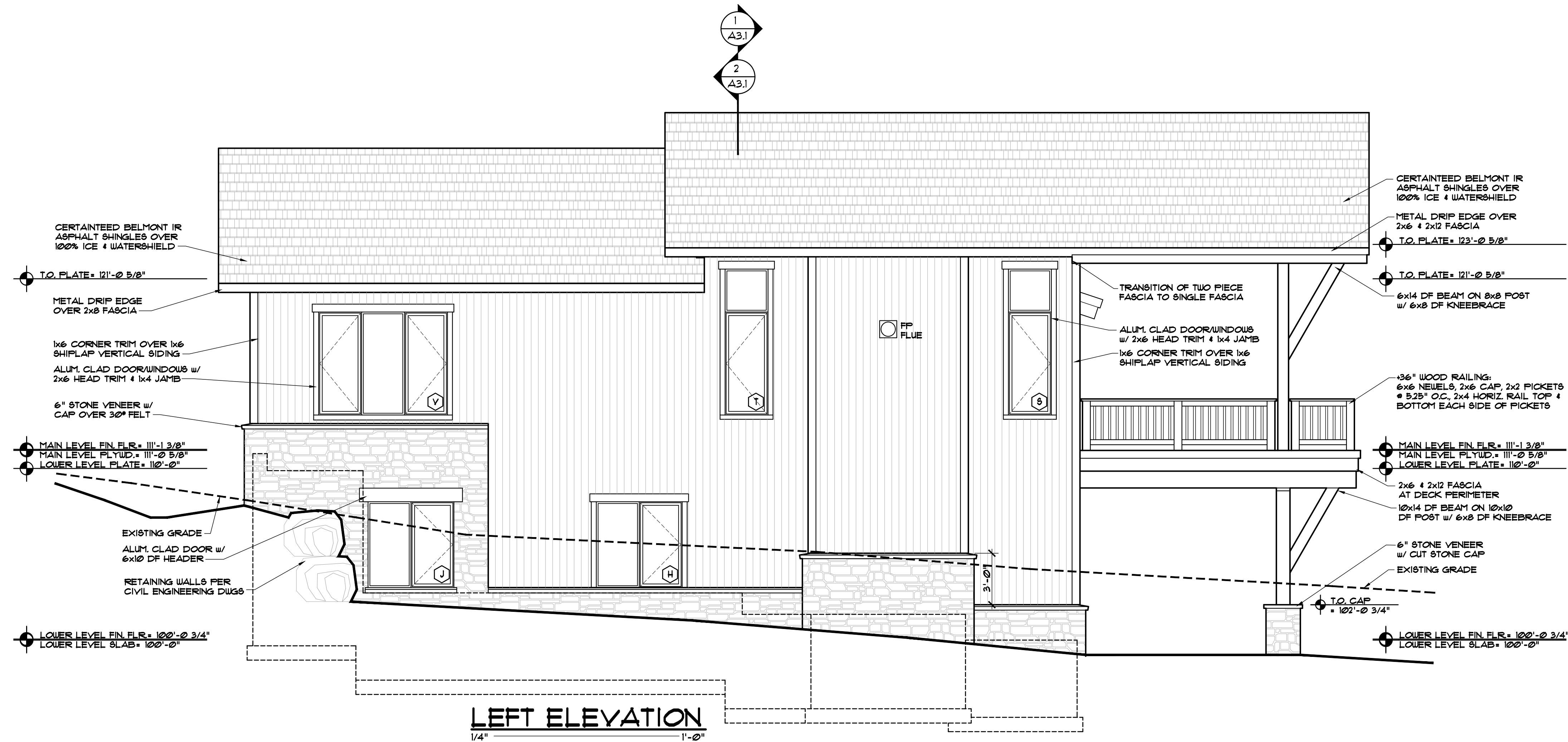
R RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

LECUONA
LOT 8
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L08

ISSUED		COMMENTS		DUE	DREB SUBMITTAL SET
#	DATE	BY			
1	6-28-24				

A2.1



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

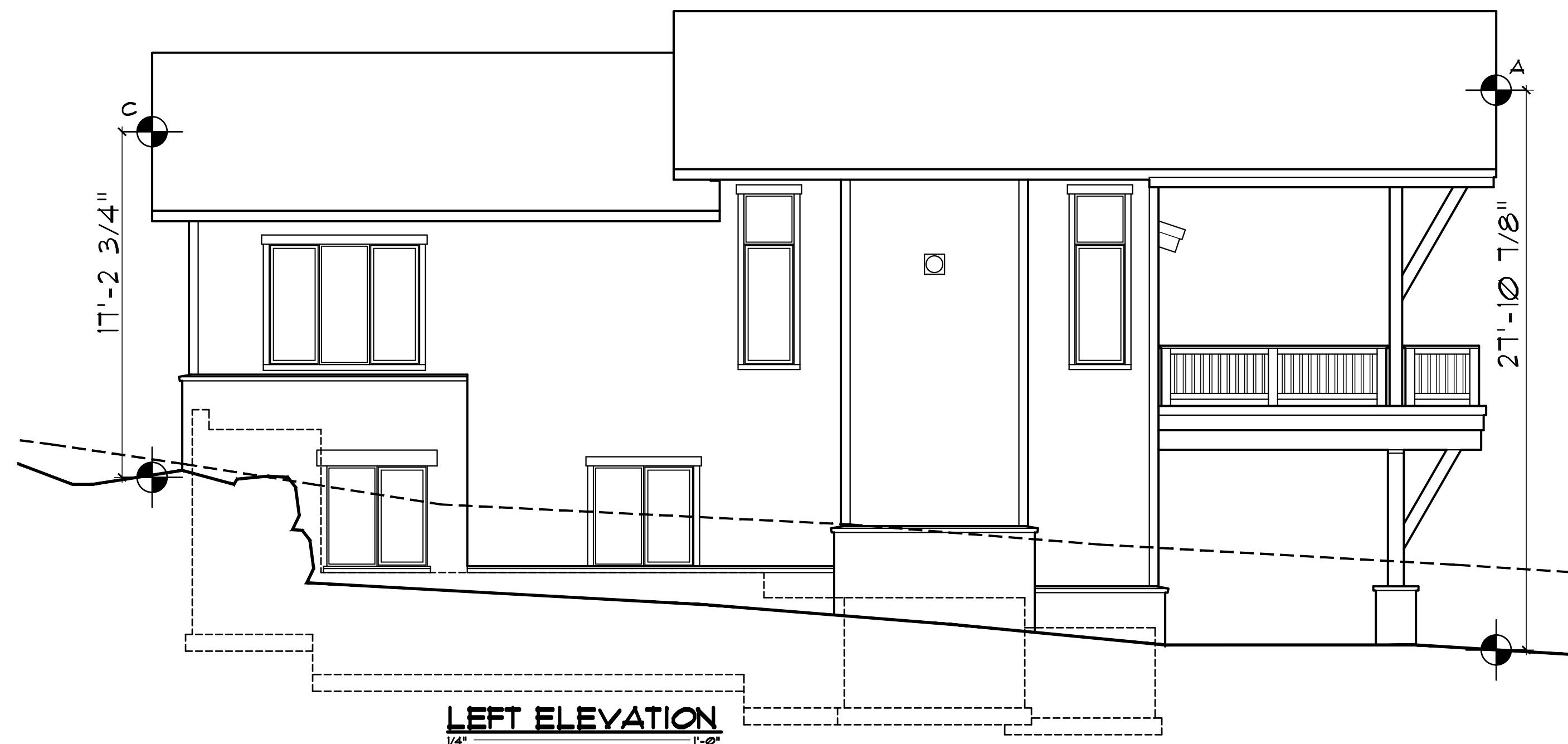
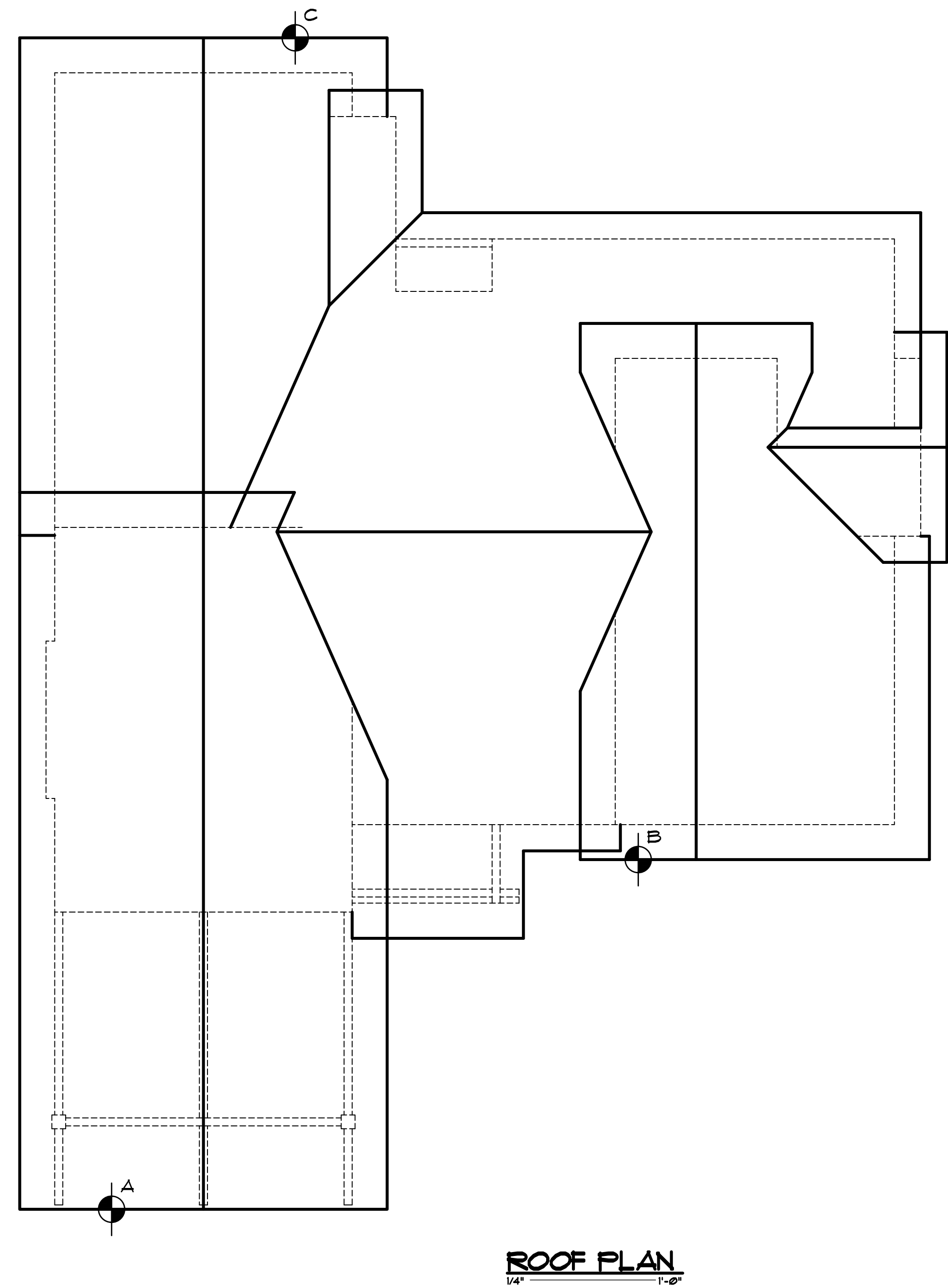
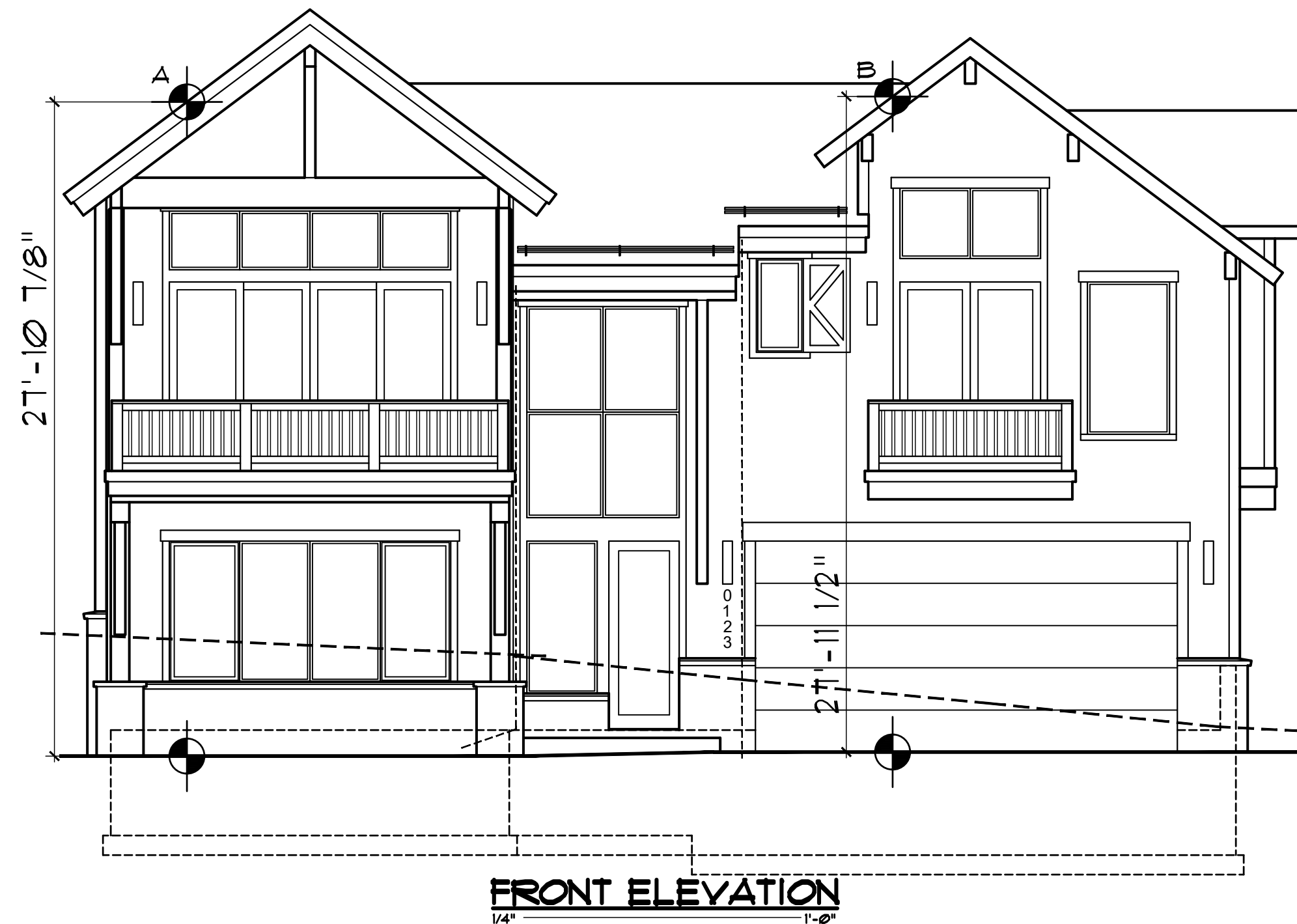
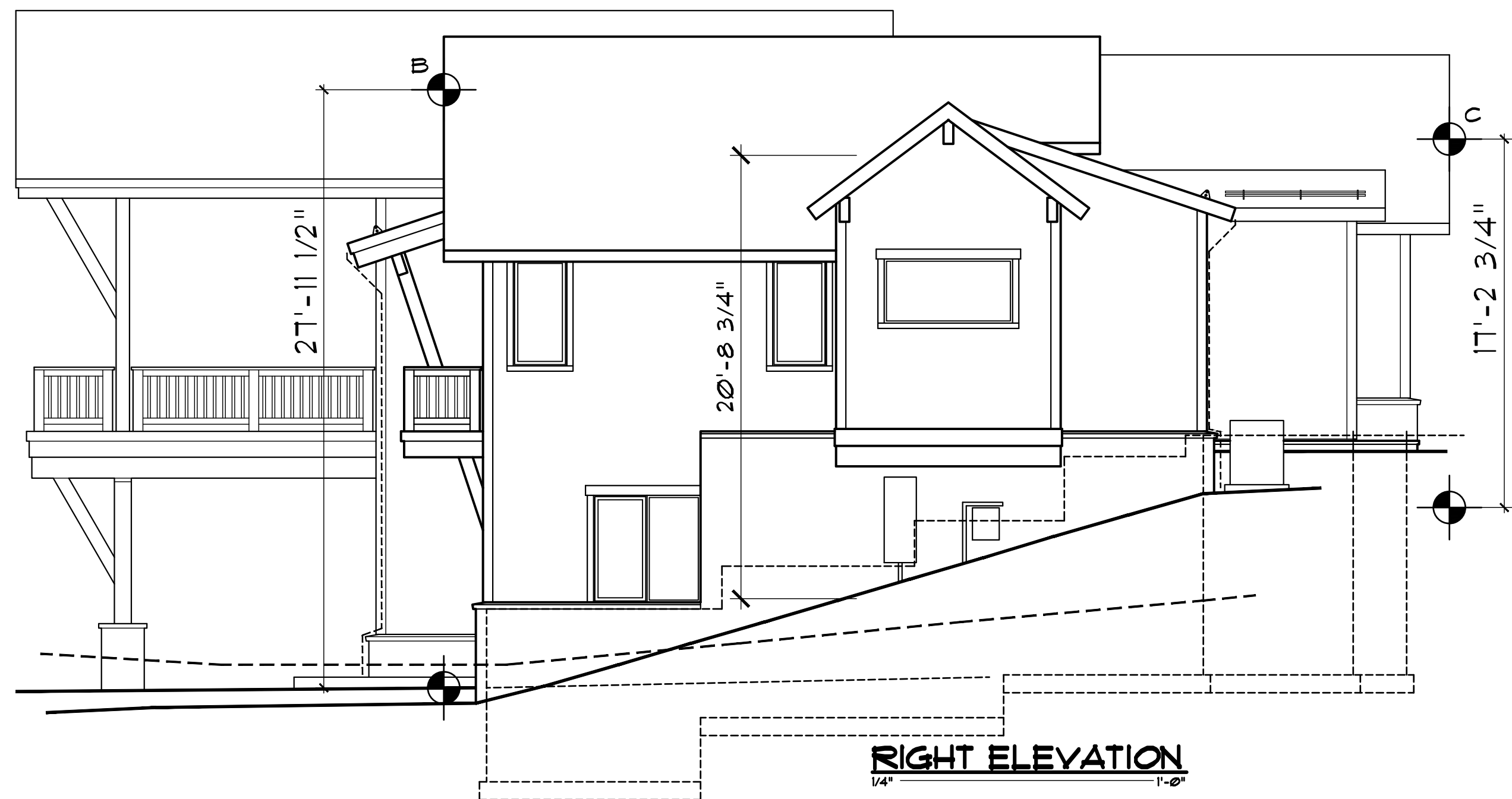
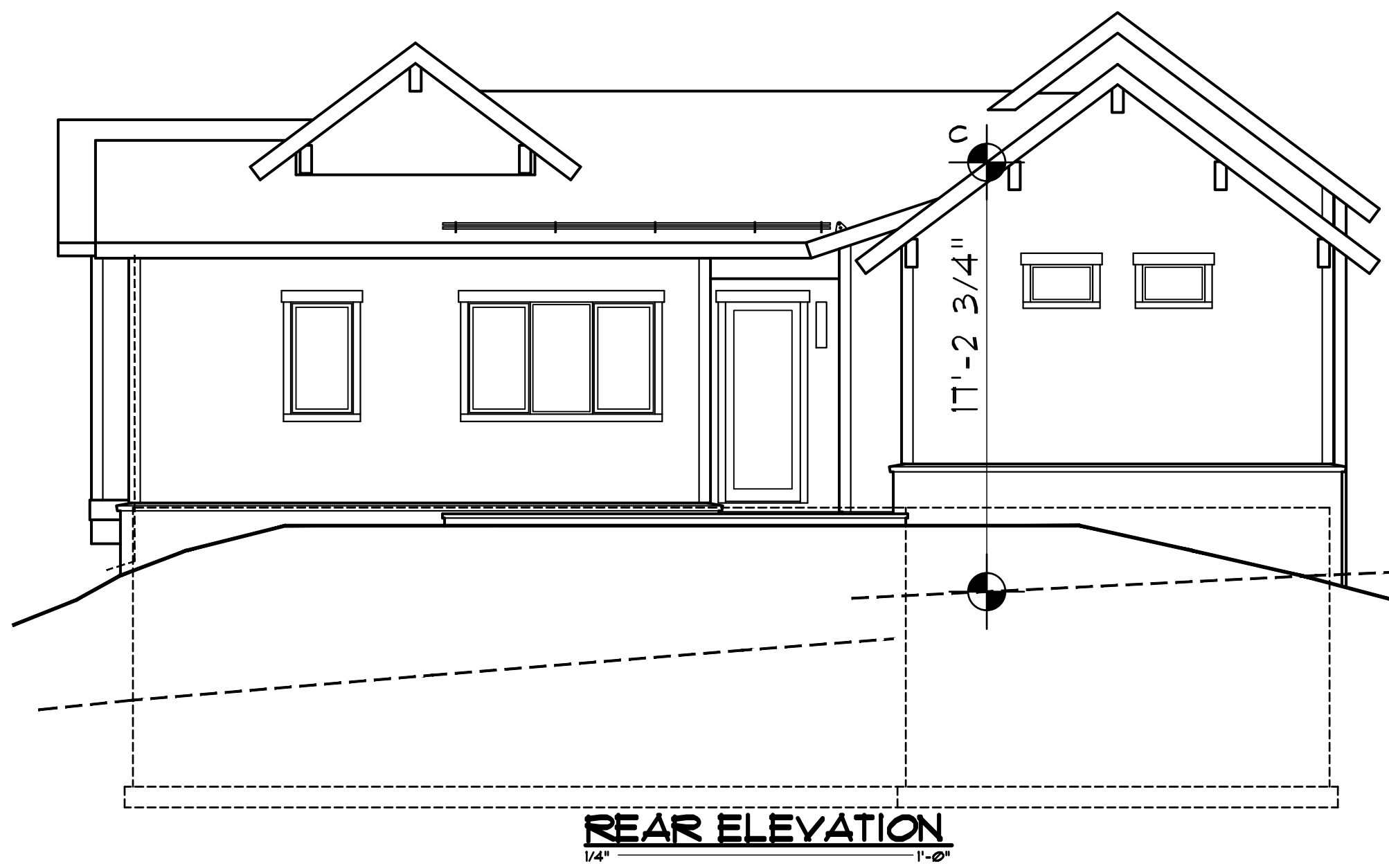
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

LECUONA
LOT 8
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L08

#	DATE	BY	COMMENTS	DUE	DREB SUBMITTAL SET
1	6-28-24				

A2.2



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

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

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

LECUONA
LOT 8
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L08

ISSUED			
#	DATE	BY	COMMENTS
1	6-28-24		DRB SUBMITTAL SET

BH1

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



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

Design Review Board Hearing

Final Plan Review for New Home

0201 Miles End Lane

Hearing Date:	August 14, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Blaz & Christina Arrigoni
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 19
Address:	0201 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	Approval

Staff Report

I. Summary of Request:

The Applicants, Blaz and Christina Arrigoni, request Final Plan review of a new, four-bedroom, 3,736 (gross) square foot single-family residence located at 0201 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant’s representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans

The plans show a two-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet and 1/8 inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD Zone District.

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

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

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

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

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

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

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

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

Design Review Process

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

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

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

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

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

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

Staff suggests that the final plans for 0201 Miles End Lane meet or can be revised to meet the required findings ‘a,’ ‘b,’ and ‘c’ or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

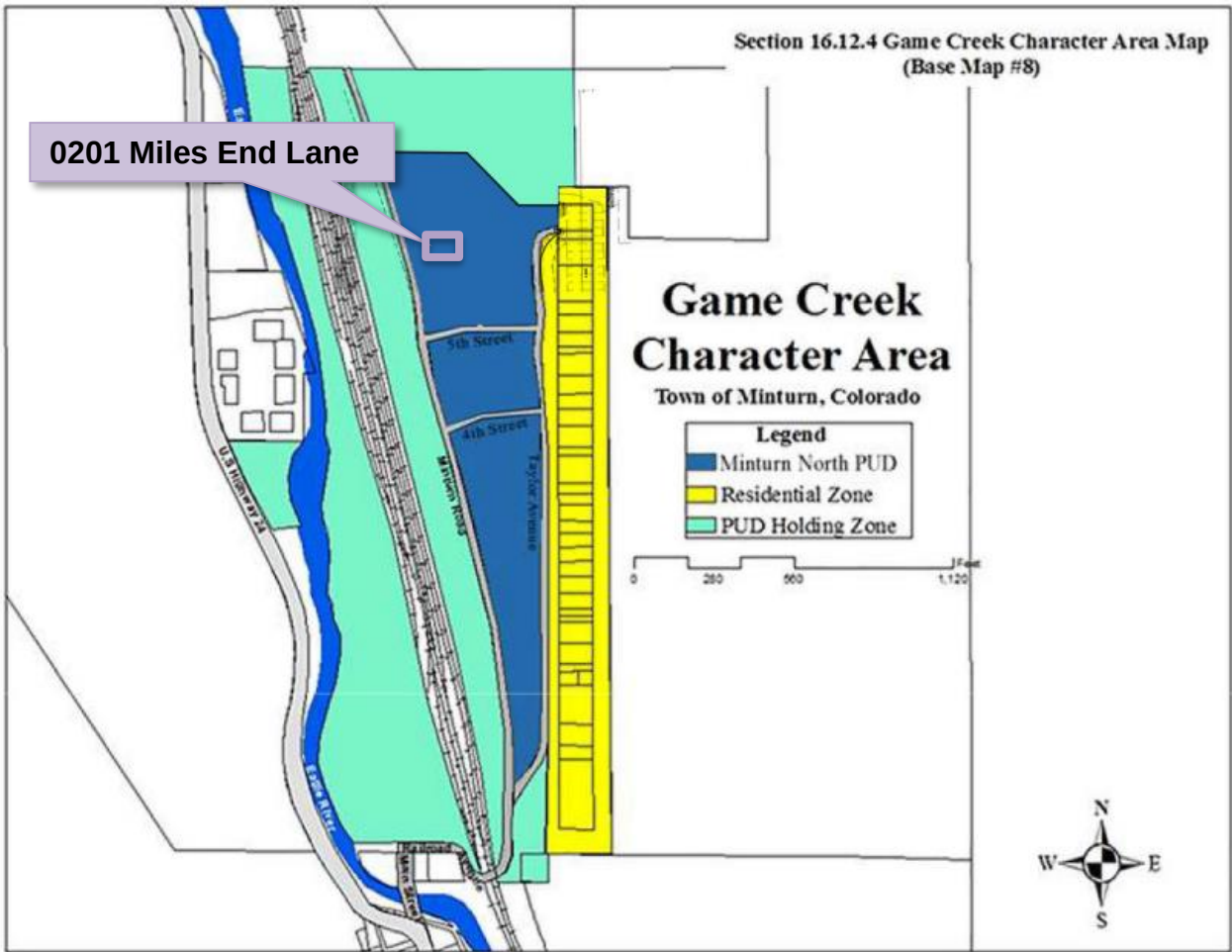
Zoning

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

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

Rest of page left intentionally blank

Figure 1: Game Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

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

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	7,187.4 sq. ft.	7,187.4 sq. ft. (.165 ac.)
Maximum Building Height:	28 feet	27 feet – 1/8 inches
Minimum Front Setback:	20 feet	20 feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10 feet

Maximum Lot Coverage:	50% (3,593.7 sq. ft.)	2,633 sq. ft. (36.63%) Proposed
Maximum Impervious Coverage:	60% (4,312.44 sq. ft.)	3,289 sq. ft. (45.76%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (7,187.4 sq. ft. x .05 = 359.37 sq. ft.)	365 sq. ft.
Parking:	4 spaces	4 spaces

IV. **Applicable Standards and Design Guideline Criteria:**

Design

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

Final Site, Grading and Drainage Design

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

Mass and Form

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

“c. Massing and Scale

“A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.

“Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.”
-Town of Minturn Design Guidelines

Staff Response:

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

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

V. **Items of Note:**

Staff has flagged no issues.

VI. **Staff Recommendation:**

Staff suggests that the Final Plans for 0201 Miles End Lane generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix ‘B’) of the Minturn Town Code.

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

July 8, 2024

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

Re: 201 Miles End Lane
Lot 19, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled “Custom Residence; Lot 19, Minturn North, Minturn Colorado” prepared June 28, 2024 by Eggers Architecture Inc.(Plans) included in the DRB application for Lot 19, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

Paragraphs a through e:

“Final Plat: Minturn North PUD” recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through i:

Sheet C.7 of the “Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24” prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.7 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:

Sheet BH1 provides Building height information necessary for Planning Staff review.

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: 201 Miles End Lane
Lot 19, Minturn North PUD
DRB Submittal Review
Project No. 24-0001

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

Sheet C1 of the Plans "Lot 19, Minturn North PUD; Site Grading and Drainage Plan" prepared June 28, 2024 by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

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

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

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



July 3, 2024
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Arrigoni Residence
Lot 19 Minturn North – 0201 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

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

Lot 19 is located at 0201 Miles End Lane on a downhill sloping undisturbed vacant lot which drops in elevation approximately 12' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a patio residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

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

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

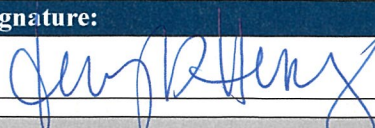
Sincerely,

Taylor Hermes
512.468.3012



DESIGN REVIEW APPLICATION

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

Project Name:			
Minturn North – Arrigoni Residence			
Project Location			
Street Address: 201 Miles End Lane			
Zoning: Residential		Parcel Number(s): 2103-262-30-020	
Application Request:			
Design review of new single-family home			
Applicant:			
Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC			
Mailing Address: PO Box 2633 Edwards, CO 81632			
Phone: 970-926-1720		Email: THermes@ResortConceptsCO.com	
Property Owner:			
Name: Blaz & Christina Arrigoni			
Mailing Address: PO Box 3000 PMB 346 Edwards, CO 81632			
Phone: 970-977-0127		Email: Balz@ArrigoniWoods.com / Christina@ArrigoniWoods.com	
Required Information:			
Lot Size: 0.165 ac	Type of Residence (Single Family, ADU, Duplex) SFH	# of Bedrooms 4	# On-site Parking Spaces 4
# of Stories: 2	Snow storage sq ft: 365 sf	Building Footprint sq ft: 2,633 sf	Total sq ft Impervious Surface: 3,289 sf
Signature:			
		7/3/24	
Fee Paid: _____ Date Received: _____ Planner: _____			

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)

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

☒	☐	Elements needed on the Site Plan
☒	☐	• Scale
☒	☐	• North Arrow
☒	☐	• Date Prepared
☒	☐	• Lot Dimensions, Area, Entire Site Acreage
☒	☐	Architecture Details – Materials Board
☒	☐	• Windows – Placement and Color
☒	☐	• Doors – Placement and Color
☒	☐	• Siding – Type and Color
☒	☐	• Roof Material – Type and Color
☒	☐	• Paint Color
☒	☐	Boundary Survey with a stamp and signature of a licensed surveyor
☒	☐	• Date of survey (survey date must be within 6 months of the project application date)
☒	☐	• Right-of-way and property lines; including bearings, distances and curve information.
☒	☐	• Labeled ties to existing USGS benchmark.
☒	☐	• Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
☒	☐	• All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
☒	☐	• Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
☒	☐	• Topographic conditions at two-foot contour intervals.
☒	☐	• Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
☒	☐	• Rock outcroppings and other significant natural features.
☒	☐	• All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
☒	☐	• Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
☒	☐	• Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.
☒	☐	Grading and Drainage Plan
☒	☐	• Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
☒	☐	• Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
☒	☐	• Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
☒	☐	• Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
☒	☐	• Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
☒	☐	• Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
☒	☐	• Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



Fascia & Vertical Siding
Color: Custom Stain



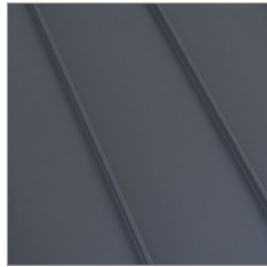
Vertical Siding, Columns & Soffits
1"x8" – Butt Joint, Smooth
Color: Reclaimed



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont
Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Matte Black



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



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



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



Entry Door
Solid Wood
Color: Custom Stain



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

PERSPECTIVE 1



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

MINTURN NORTH - LOT 19

DRB DESIGN REVIEW - 3D VIEWS
JUNE 28, 2024

EGGERS ARCHITECTURE, INC. AXIS VU DESIGN

RESORT CONCEPTS

PERSPECTIVE 2



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

MINTURN NORTH - LOT 19

DRB DESIGN REVIEW - 3D VIEWS
JUNE 28, 2024

EGGERS ARCHITECTURE, INC. AXIS DESIGN

RESORT CONCEPTS

CUSTOM RESIDENCE

LOT 19

MINTURN NORTH
MINTURN, COLORADO

DRB SUBMITTAL SET

JUNE 28, 2024



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

OWNER'S REPRESENTATIVE

RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT

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

STRUCTURAL ENGINEER

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

LANDSCAPE ARCHITECT

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

CIVIL ENGINEER

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

SURVEYOR

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

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
LOWER LEVEL:	1,341SF	124 SF		1,465 SF
MAIN LEVEL:	1,649 SF		622 SF	2,271 SF
TOTALS:	2,990 SF	124 SF	622 SF	3,736 SF

LOT AREA:	7,187.40 SF		
BUILDING COVERAGE:	2,633 SF	35.63%	50% ALLOWABLE
IMPERVIOUS COVERAGE:	3,289 SF	45.76%	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

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

DRAWING SCHEDULE

C	COVER
	FINAL PLAT MINTURN NORTH P.U.D.
C.7	MINTURN NORTH P.U.D. OVERALL GRADING PLAN
C1	SITE GRADING, DRAINAGE & EROSIONS CONTROL PLAN
C2	CIVIL DETAILS
L1	LANDSCAPE PLANTING PLAN
L2	LANDSCAPE SCHEDULES & DETAILS
A1.1	LOWER LEVEL PLAN
A1.2	MAIN LEVEL PLAN
A1.3	ROOF PLAN
A2.1	BUILDING ELEVATIONS
A2.2	BUILDING ELEVATIONS
BH1	BUILDING HEIGHT CALCULATIONS

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

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

CUSTOM
LOT 19
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L19

#	DATE	BY	COMMENTS	DUE	DRB SUBMITTAL SET
1	6-28-24				

C

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of March, 2024, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

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

BY:

MAYOR
TOWN OF MINTURN, COLORADO

ATTEST:

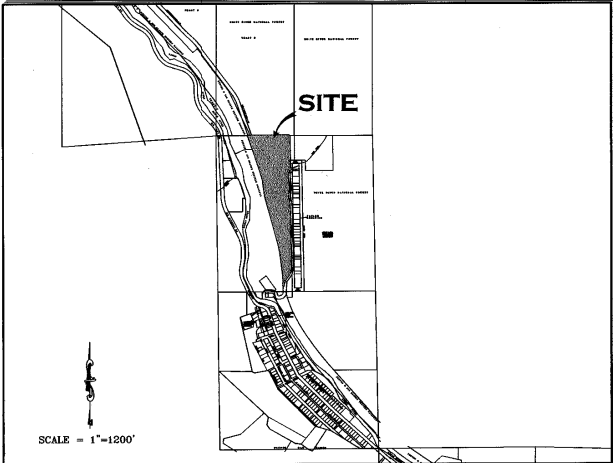
TOWN CLERK
TOWN OF MINTURN, COLORADO

LAND USE TABLE

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

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

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



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

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- The purpose of this Final Plat is to create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
- Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
- Survey Date: December, 2022 through July 2023.
- Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC30450645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 2014/00764 along with plat and survey monumentation referenced herein (to include the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitment referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
- Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
- Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
- Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
- Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
- Item 15 - Does not effect these Platted lands but references conveyance of portions of Taylor Addition to the Town of Minturn.
- Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
- Item 17 & 18- Do not effect subject Parcel.
- Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined herein.
- Item 20 - Does not effect these Platted lands. (k.a. subject parcel)
- Item 21 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
- Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner herein.
- Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
- Item 29 - Parcel is subject to 190440 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has to be to have been Terminated prior to the Recording of this Plat.
- These platted lands are subject to:
 - The Minturn North P.U.D. Guide recorded as Reception no. 202402232
 - The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated herein as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489.

PERTAINING TO HEREON CREATED EASEMENTS:

- the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress.
 - a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated herein as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

GENERAL NOTES CONTINUED:

- Continued...
 - Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non-vehicular access.
 - Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq.
- FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
- the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
 - non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Parking, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iv) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage, Landscape and Trail Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage and iv) Landscaping use, and maintenance.
 - non-exclusive Trail Easement on, over, under, above, across and through those areas designated herein as "Trail Easement" for the purpose of i) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4 Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, use and repair.
 - Maintenance of any path improvements within the "4 Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Public Utility and Drainage Easement", as shown in Tract C, on sheet 2 of 5, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

SURVEYOR'S CERTIFICATE

I, Matthew S. Slagle, do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado. That this Subdivision Plat is a true, correct and complete plat of MINTURN NORTH P.U.D., as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights-of-way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that it has been prepared in accordance with applicable standards of practice, and that such plat is not a guaranty or warranty, either expressed or implied.



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

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

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

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

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

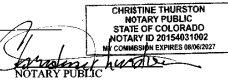
BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
COUNTY OF EAGLE)

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

MY COMMISSION EXPIRES 6 AUG 27

WITNESS MY HAND AND OFFICIAL SEAL



SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, in the Office of the Clerk and Recorder of Eagle County, Colorado, hereby consents to the Subdivision of the lands set forth in this Final Plat of Minturn North, P.U.D., and subordinates the lien represented by the aforesaid deed of Trust to the Dedications and restrictions as shown on this final plat and relative covenants, conditions and restrictions.

MORTGAGEE: Philip Hadley

BY: Philip Hadley as Individual

STATE OF Colorado)
COUNTY OF Eagle)

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

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: Aug 01, 2025



CERTIFICATE OF TAXES PAID

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

DATED THIS 1st OF March, A.D. 2024
Rose ID1
Bill K. K. K.
TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

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

DATED THIS 26th DAY OF February, A.D. 2024

AGENT:

CLERK AND RECORDER'S CERTIFICATE # 539

This Plat was filed for record in the Office of the Clerk and Recorder at 1:59 o'clock P.M., on this 26th day of March, A.D. 2024

BY: Matthew S. Slagle
CLERK AND RECORDER

BY: Christine Thurston
DEPUTY



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

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

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

Section 4, Item F.

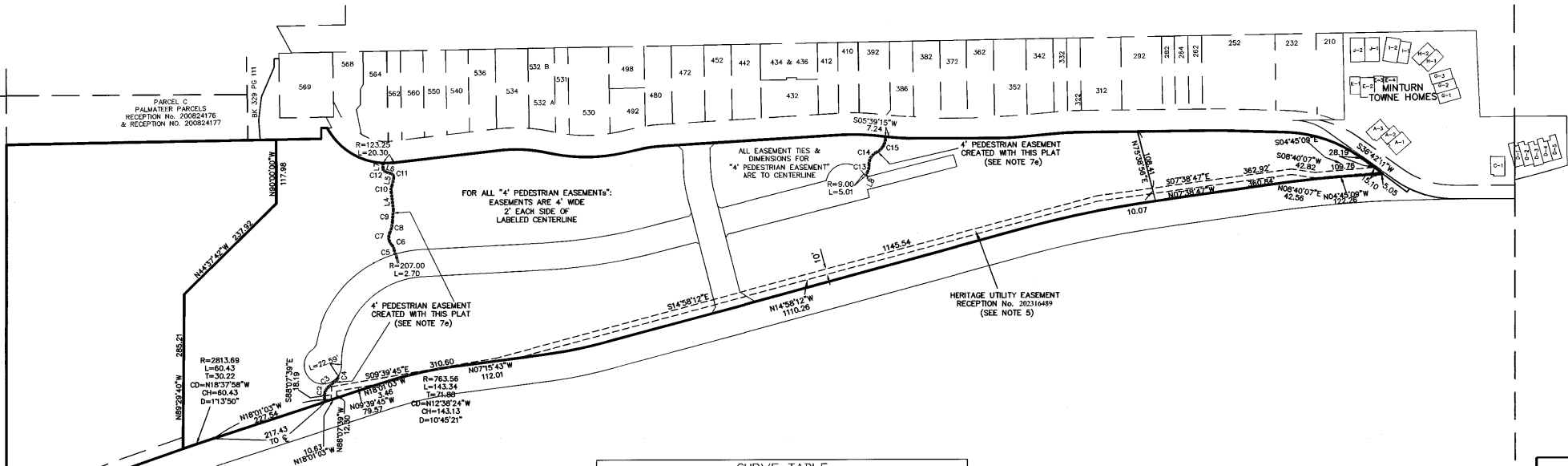
Eagle County, CO
Regina O'Brien
Pgs: 5
REC: \$55.00 DOC: \$0.00

03/04/2024
12:59:18 PM
02234

152

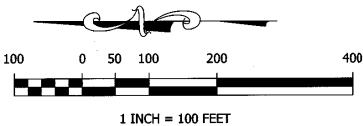
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N63°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S66°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	12°13'31"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.60	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

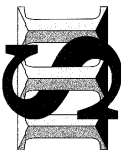


Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

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

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

DRAWN BY:	MSS	DATE:	08-13-2023
SHEET:	5		



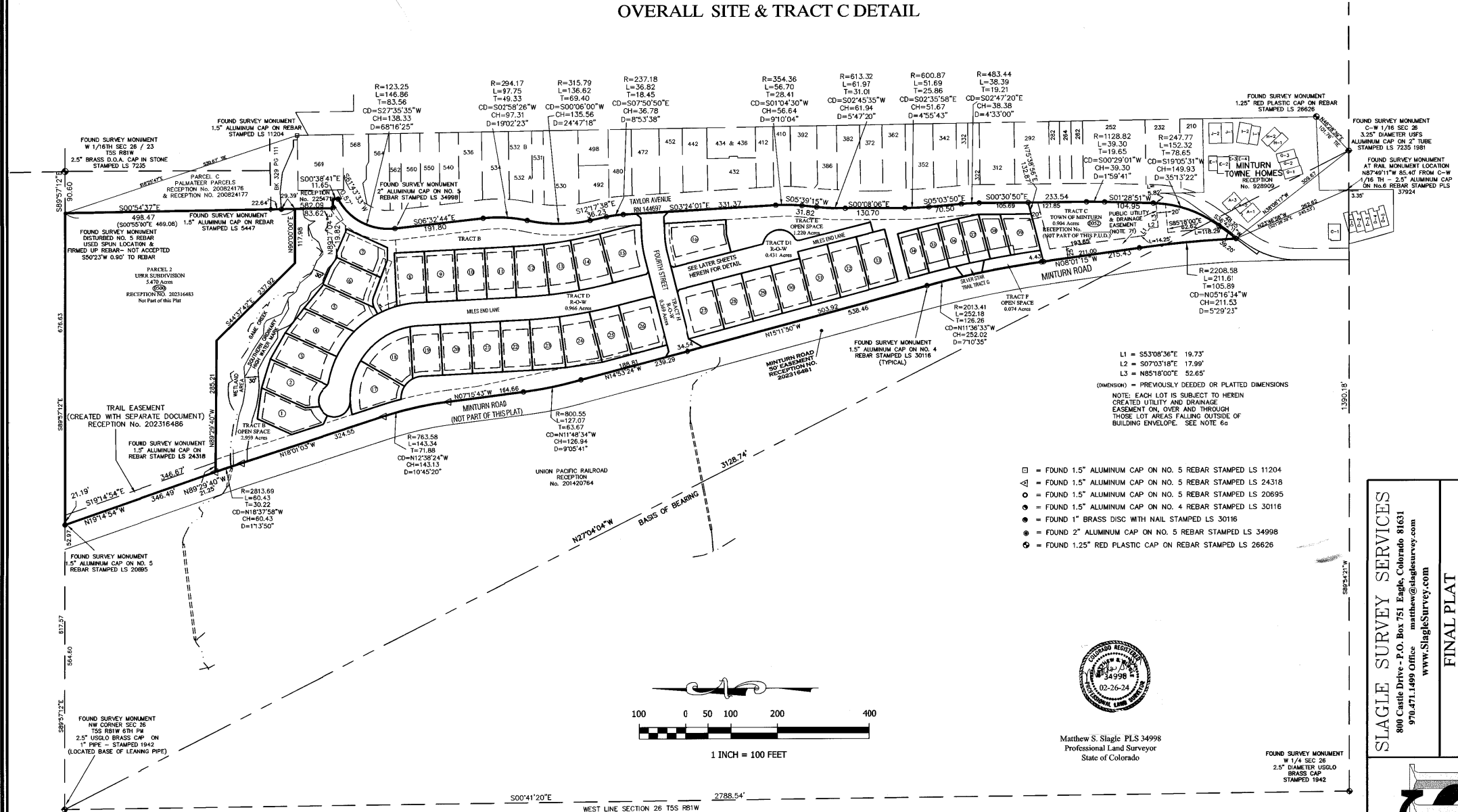
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

FINAL PLAT
MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

OVERALL SITE & TRACT C DETAIL

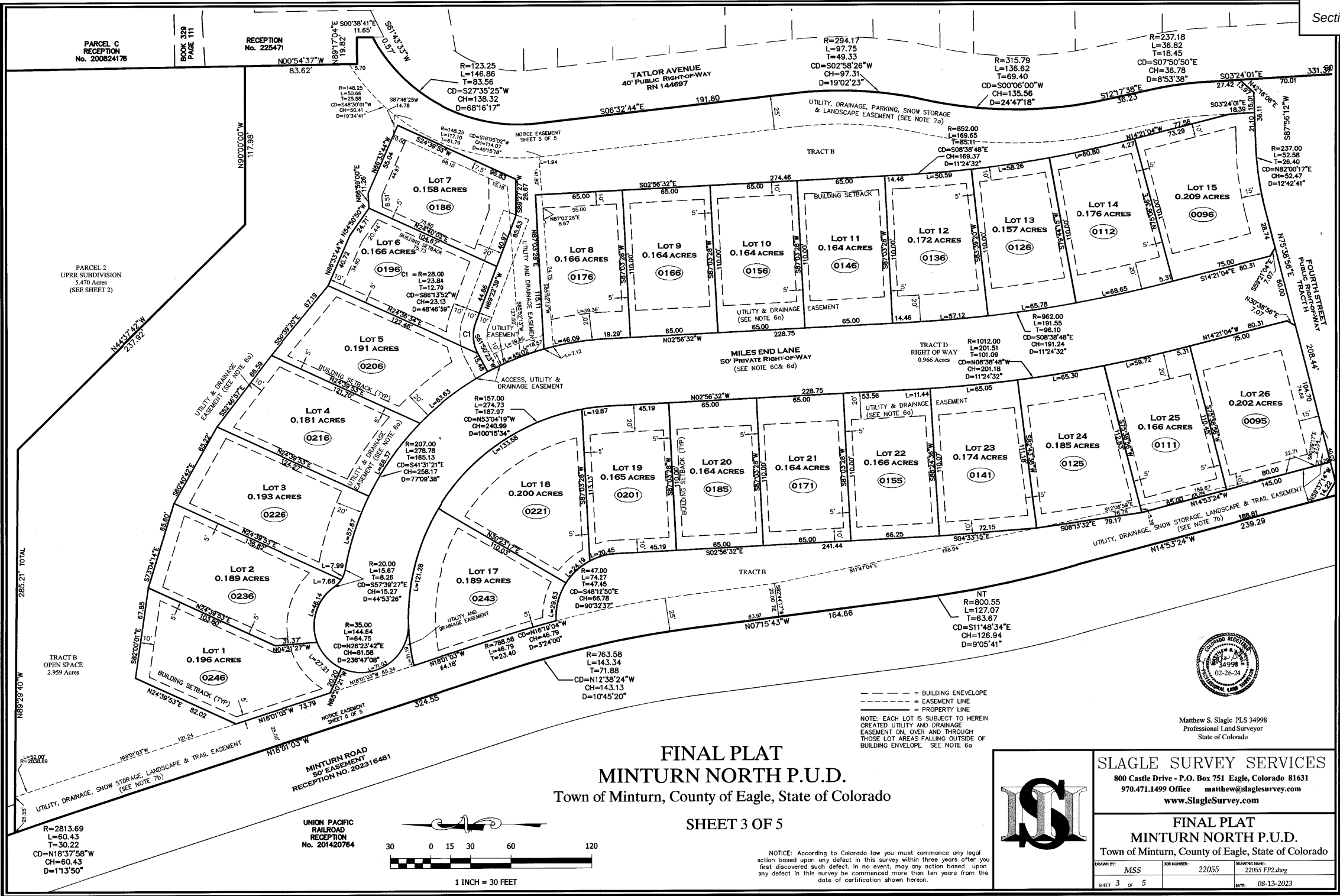


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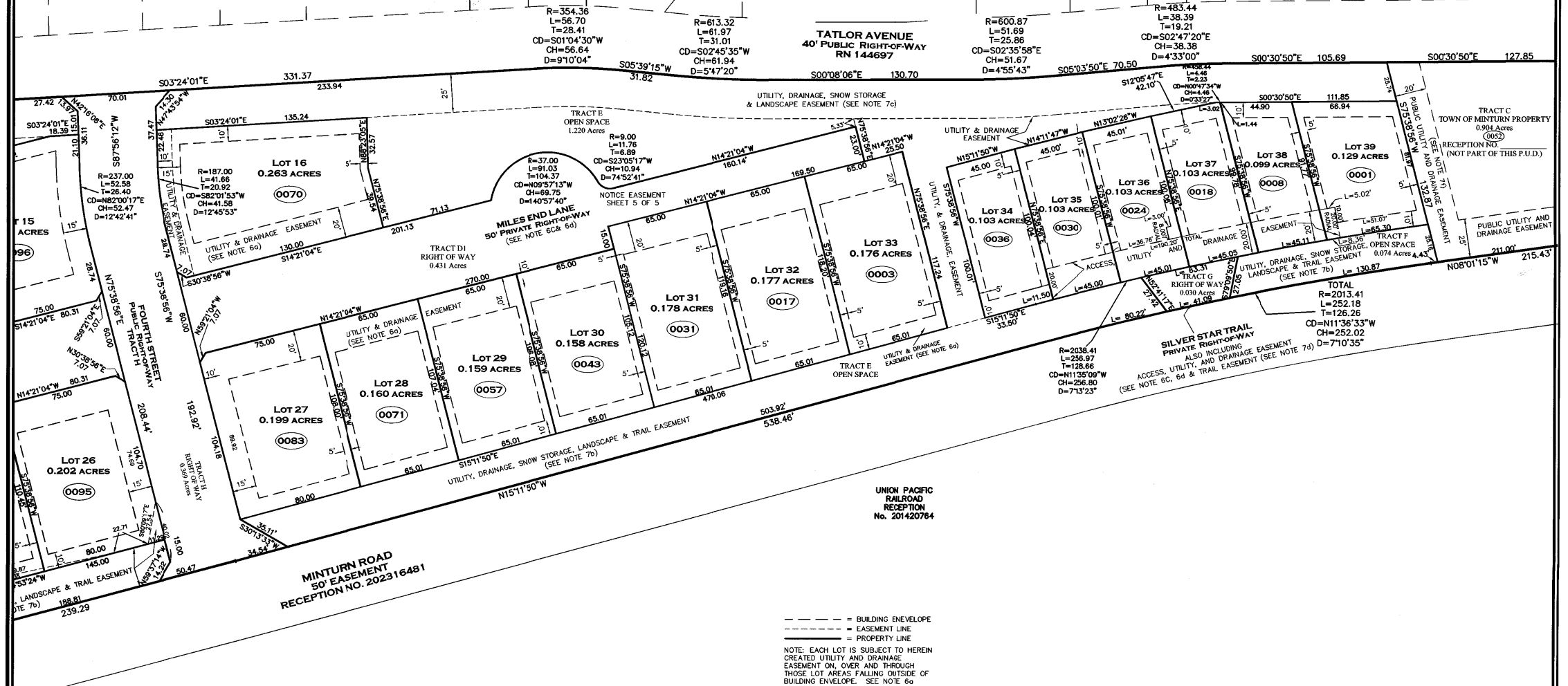
SLAGLE SURVEY SERVICES
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970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

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

COUNTY BY:	MASS
DATE:	08-15-2023
SHEET	2 OF 5



FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 4 OF 5

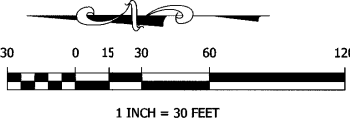


UNION PACIFIC
RAILROAD
RECEPTION
No. 201420764

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



Matthew S. Slagle P.L.S. 34998
Professional Land Surveyor
State of Colorado



NOTICE: According to Colorado law you must commence any legal
action based upon any defect in this survey within three years after you
first discovered such defect. In no event, may any action based upon
any defect in this survey be commenced more than ten years from the
date of certification shown hereon.

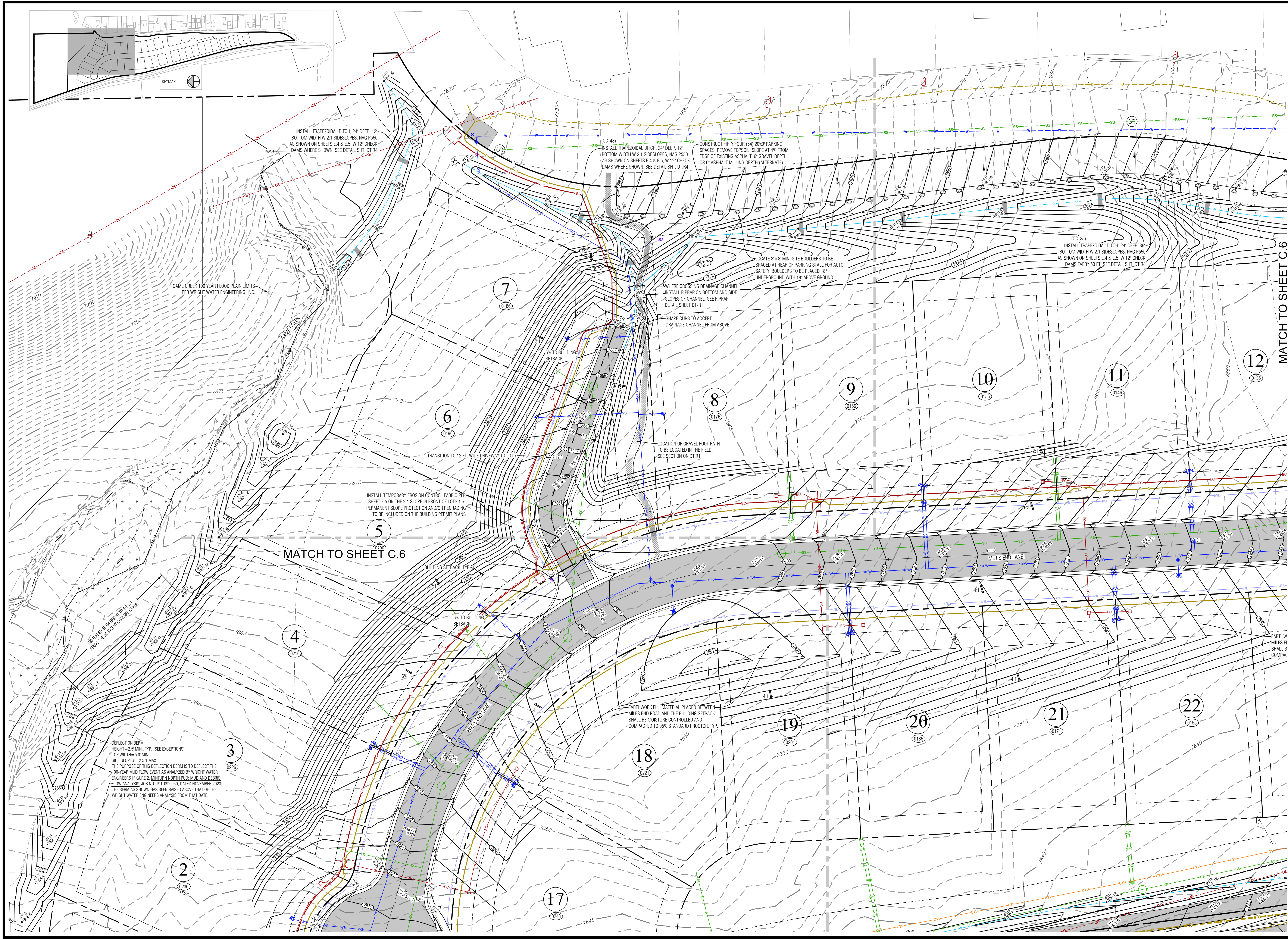


SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

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

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

202402234



Section 4, Item F.

Civil Engineering
Surveying
& Beyond

Boundaries Unlimited Inc.

923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(770) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLOrado LICENSED
SINCE 5/1/24
19082
PROFESSIONAL ENGINEER

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

NORTH

0 20 40
Scale: 1" = 20'

811

Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Minturn North P.U.D.

Overall Grading and Drainage Plan

Construction Plan Set 5/1/24

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

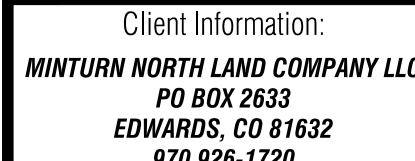
PROJECT NO.
22008
Designer:
PAH
Checker:
BUJ
Date:
12/26/22

Sheet
C.7

File Name: 22008 c-grading.dwg

157

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**



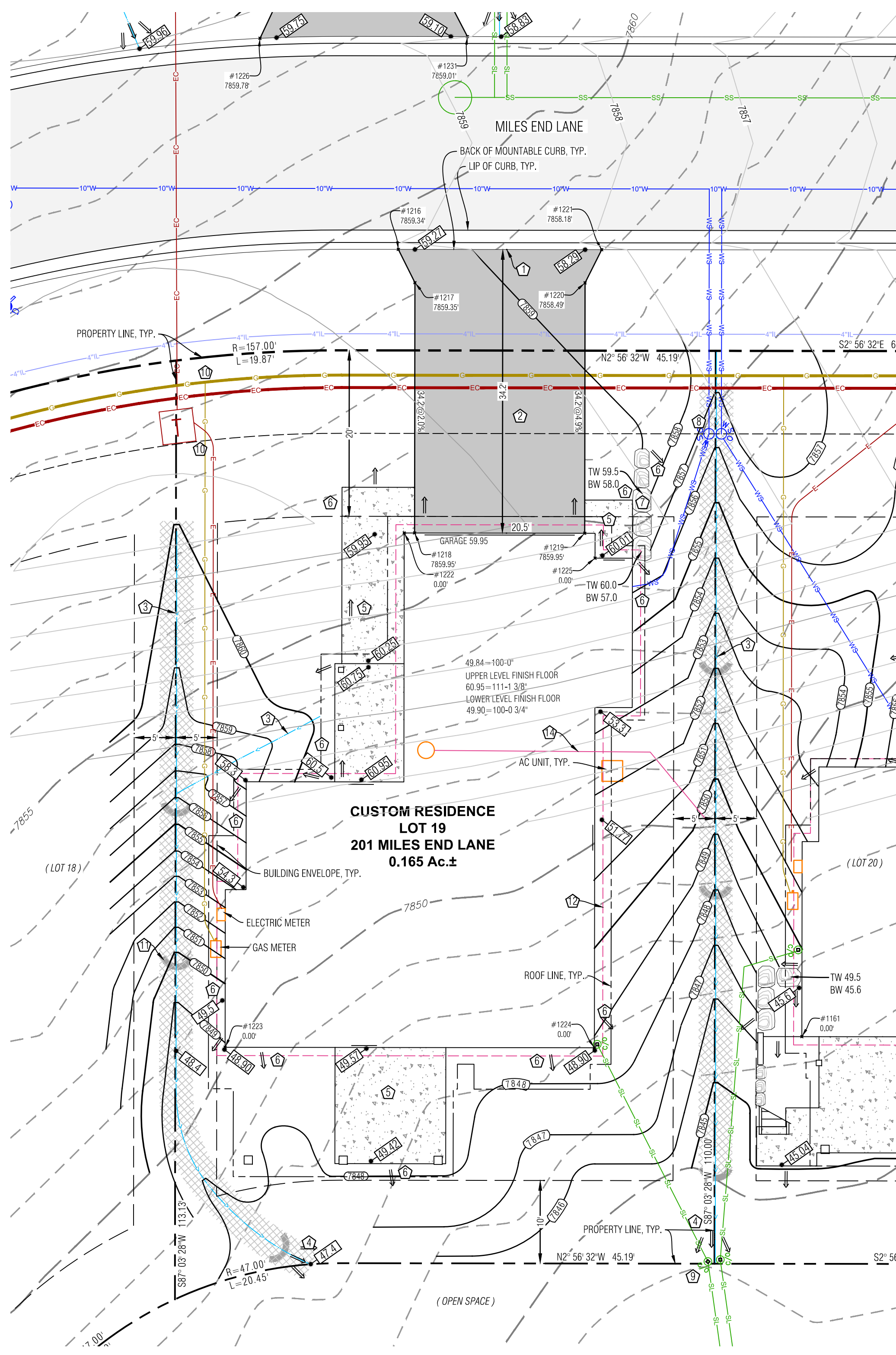
TOWN OF MINTURN, COLORADO

Lot 19, Minturn North P.U.D.

Site, Grading and Drainage Plan

DAB Submittal 6/28/24

© 2006 The Authors

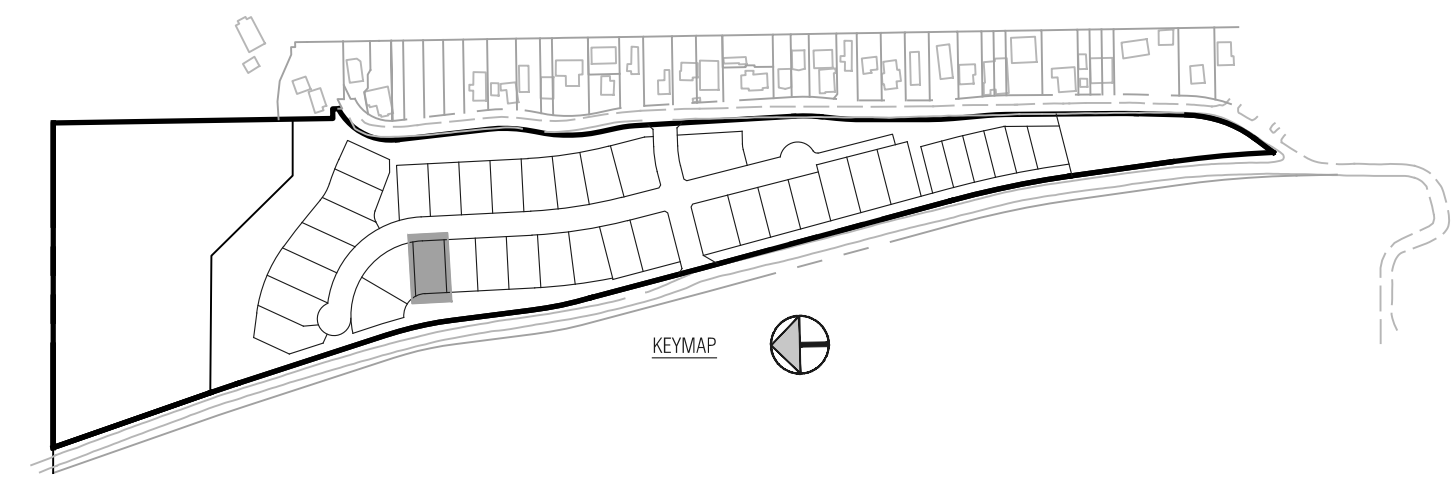


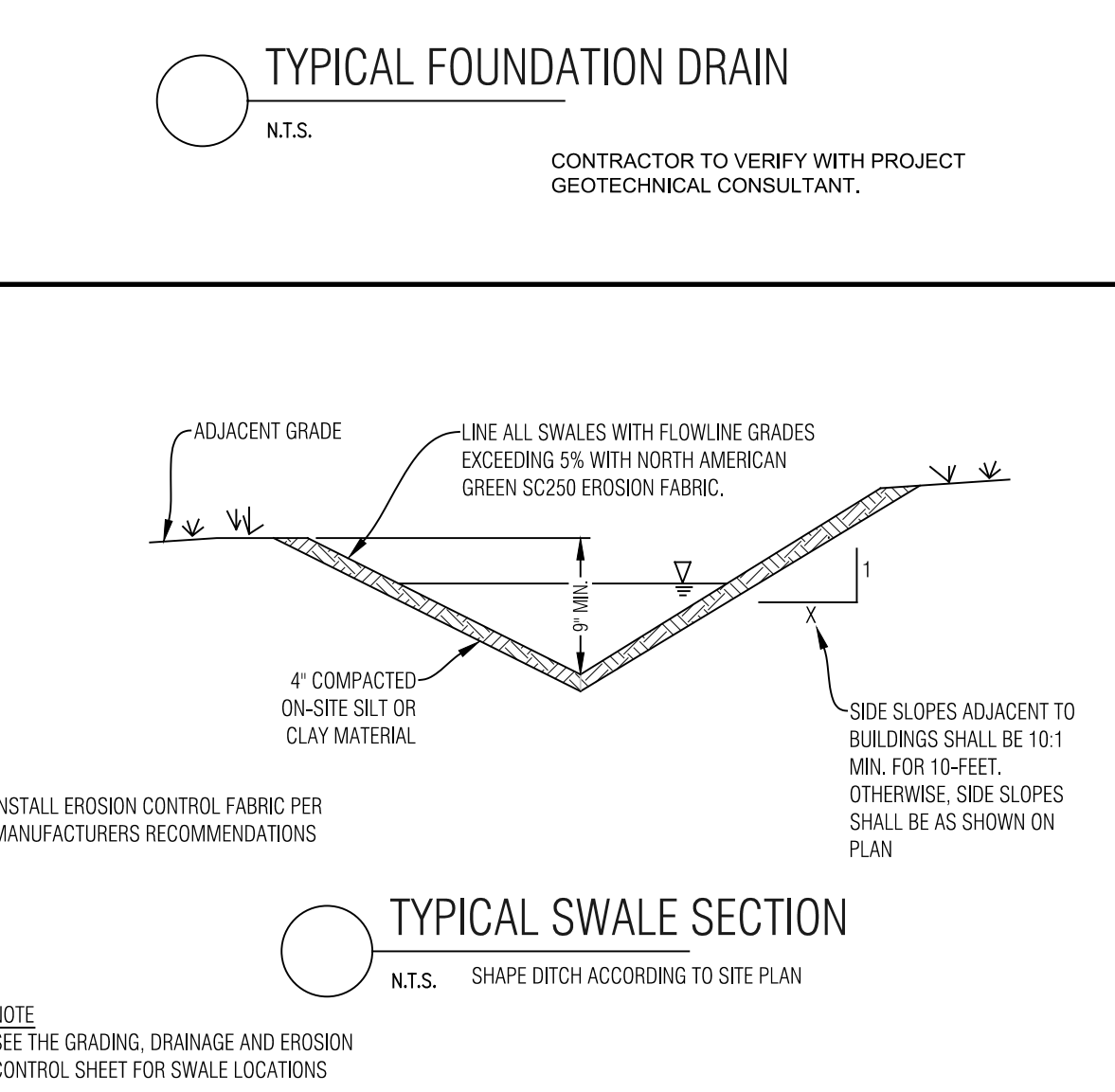
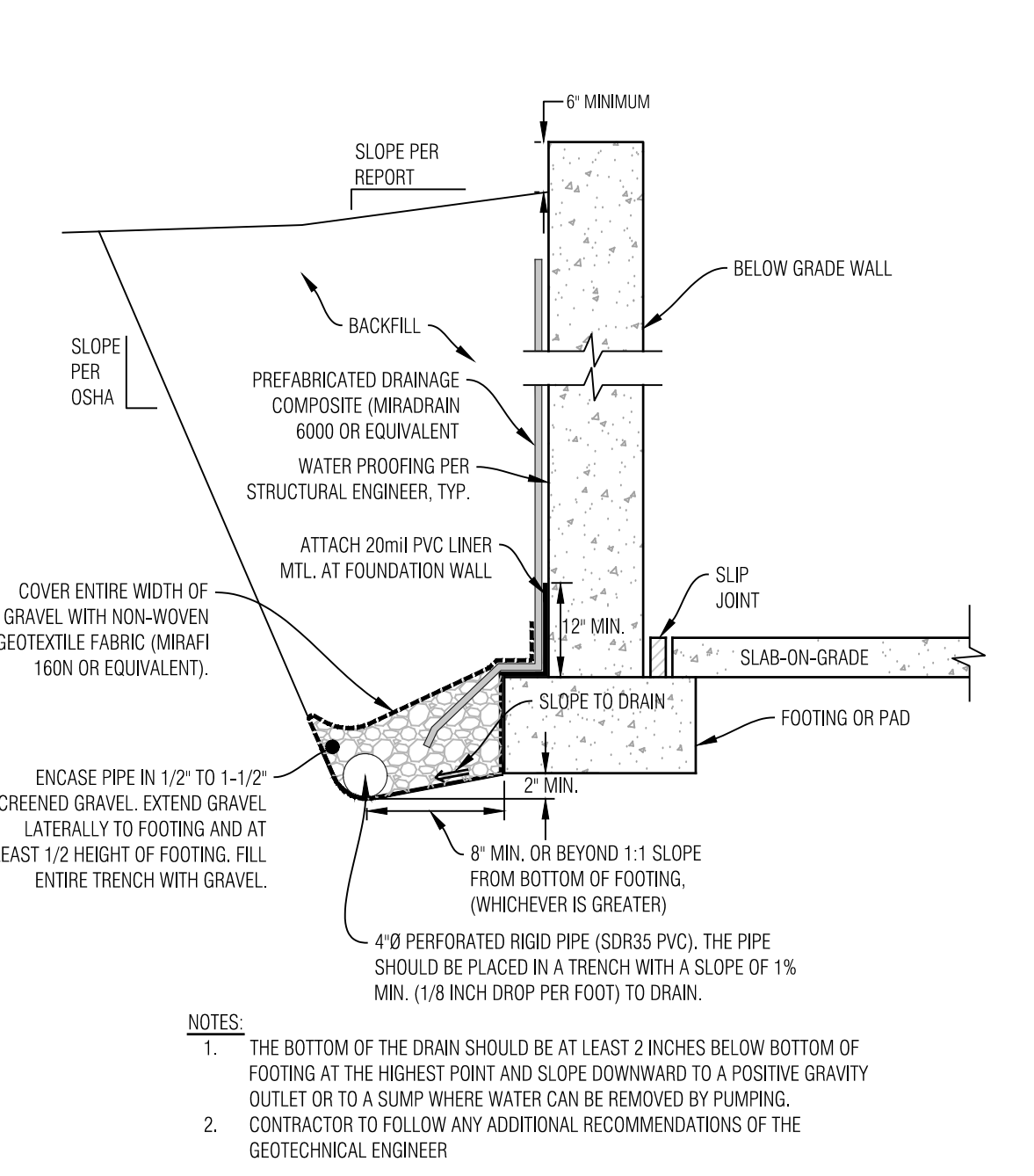
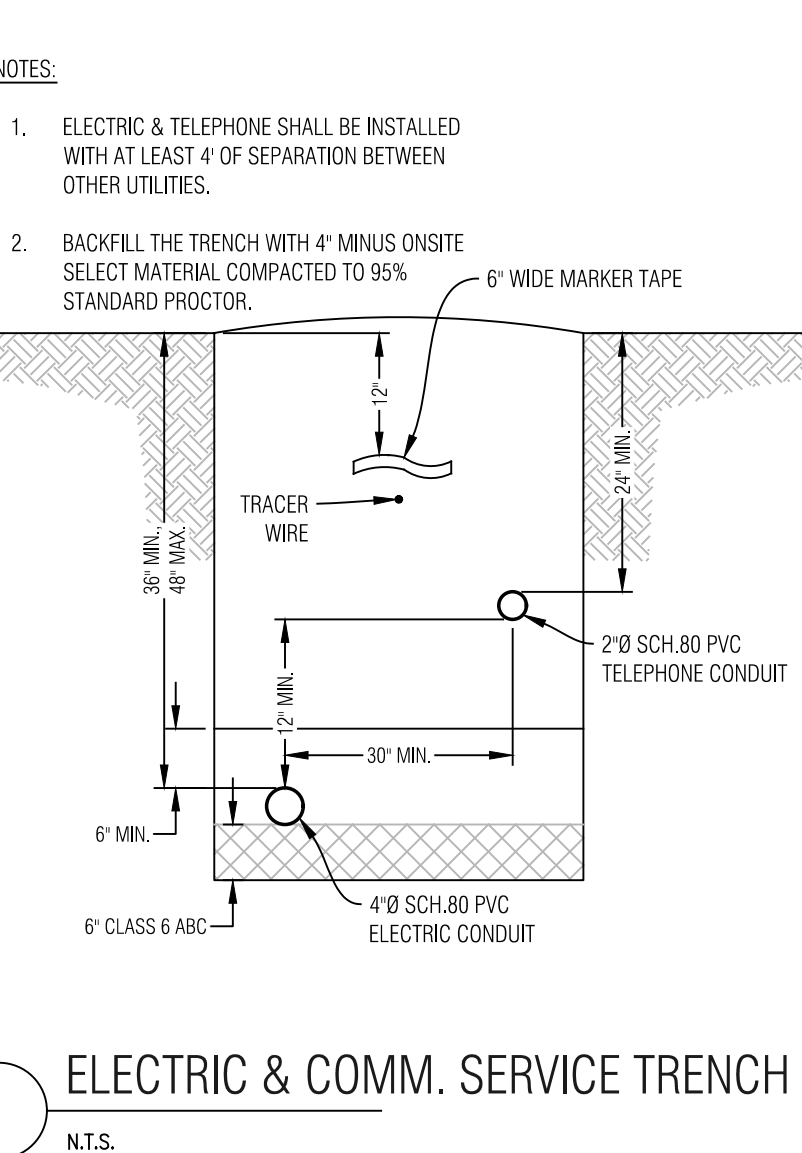
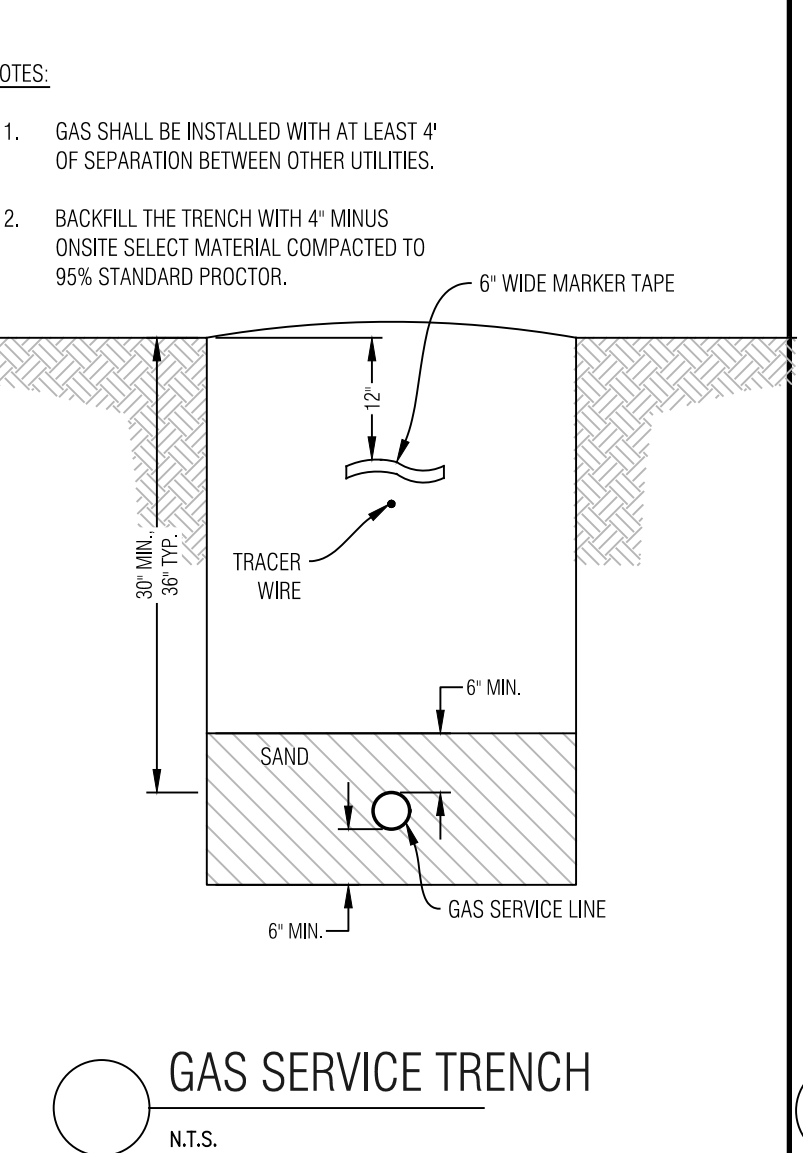
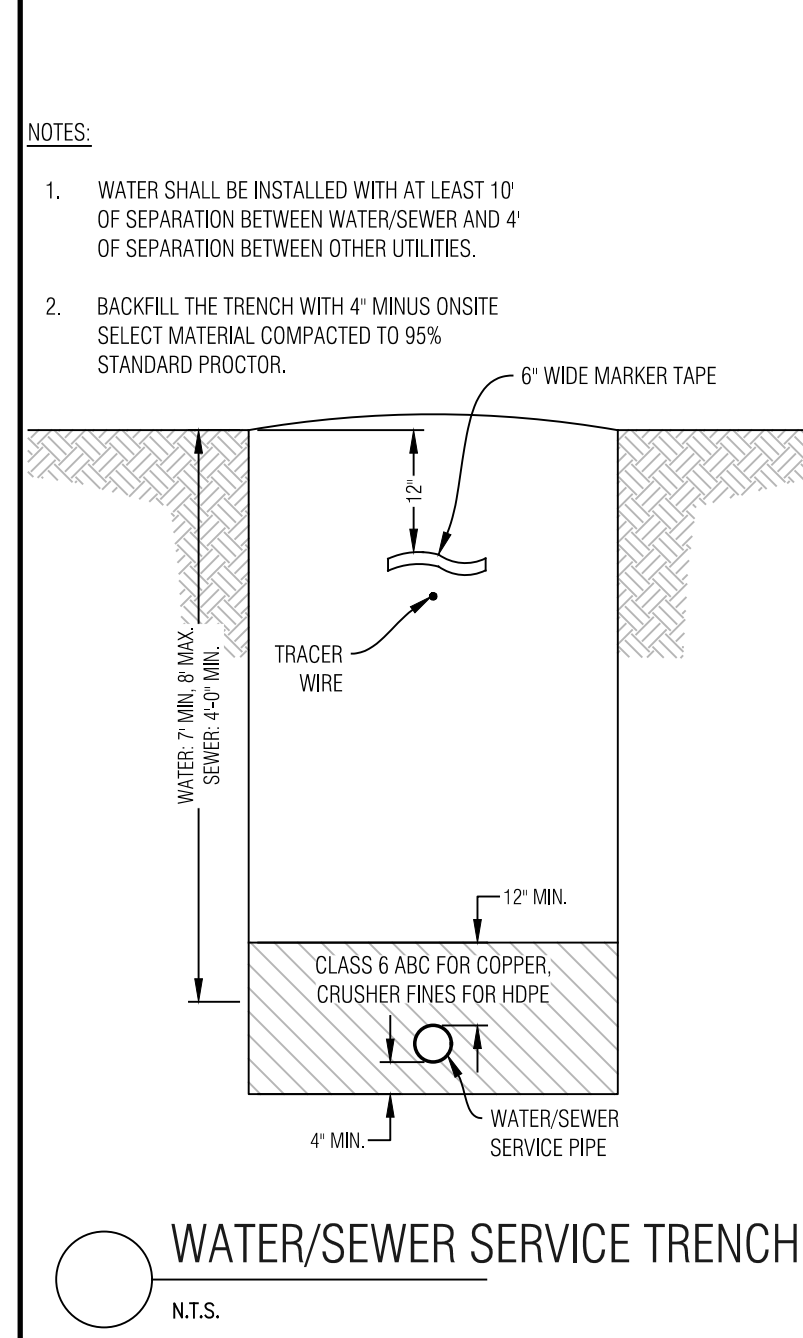
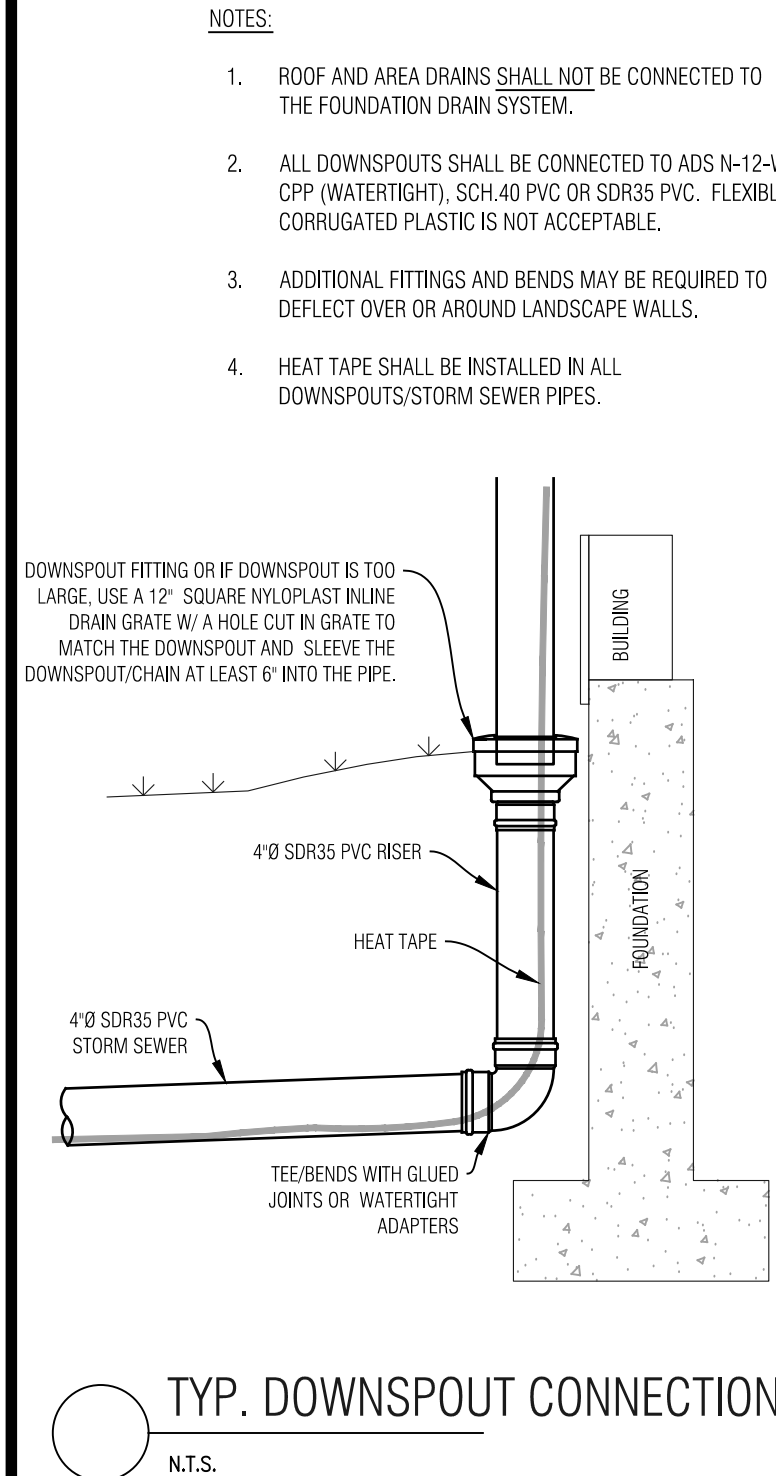
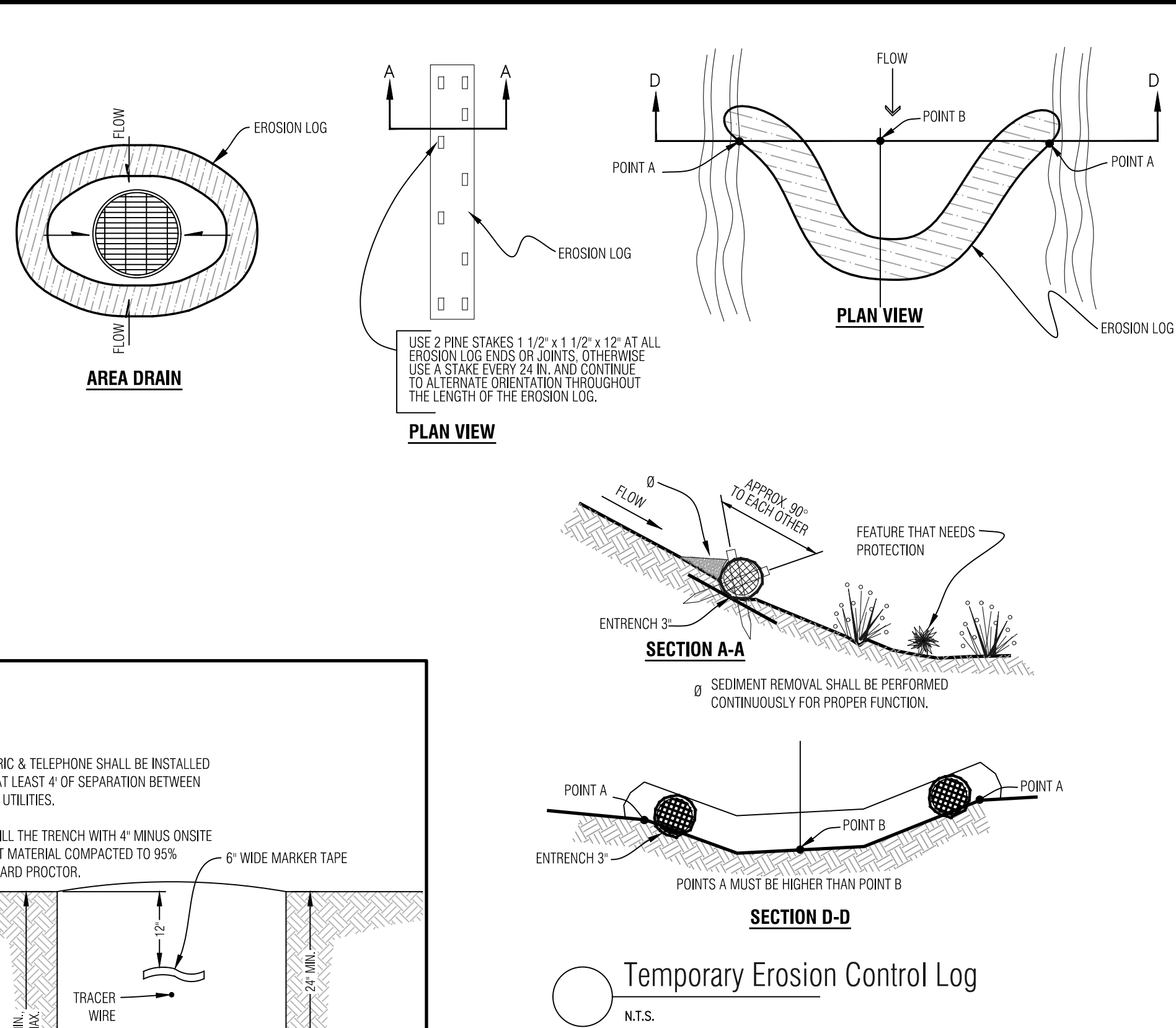
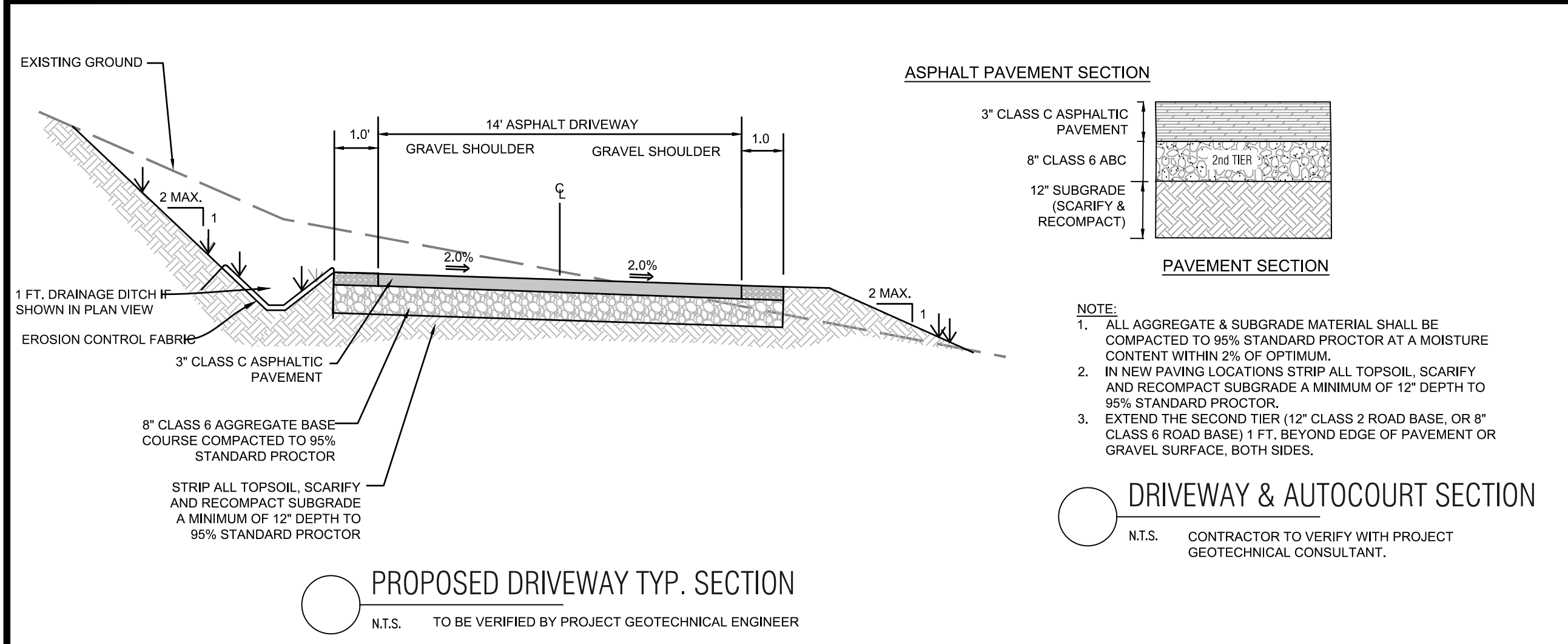
Point Table				
Point #	Desc.	Elev.	North	East
1216	Driveway	7859.34	4224.54	5443.04
1217	Driveway	7859.35	4222.33	5439.15
1218	Driveway	7859.95	4220.78	5409.02
1219	Driveway	7859.95	4200.31	5410.07
1220	Driveway	7858.49	4201.86	5440.20
1221	Driveway	7858.18	4200.07	5444.30
1222	House Corner	0.00	4222.03	5408.95
1223	House Corner	0.00	4240.32	5345.93
1224	House Corner	0.00	4195.88	5348.22
1225	House Corner	0.00	4198.91	5407.14

NOTES:

- 1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN PREPARED BY GORE RANGE SURVEYING, LLC. JOB NO. 19-1203 DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.
- 2) BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.
- 3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.
- 4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.
- 5) LOT AREA: 7,170 SF ±
DISTURBANCE AREA: 7,170 SF ±
- 6) THIS (CML) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA AND INFORMATION CRITICAL TO THE PROJECT.

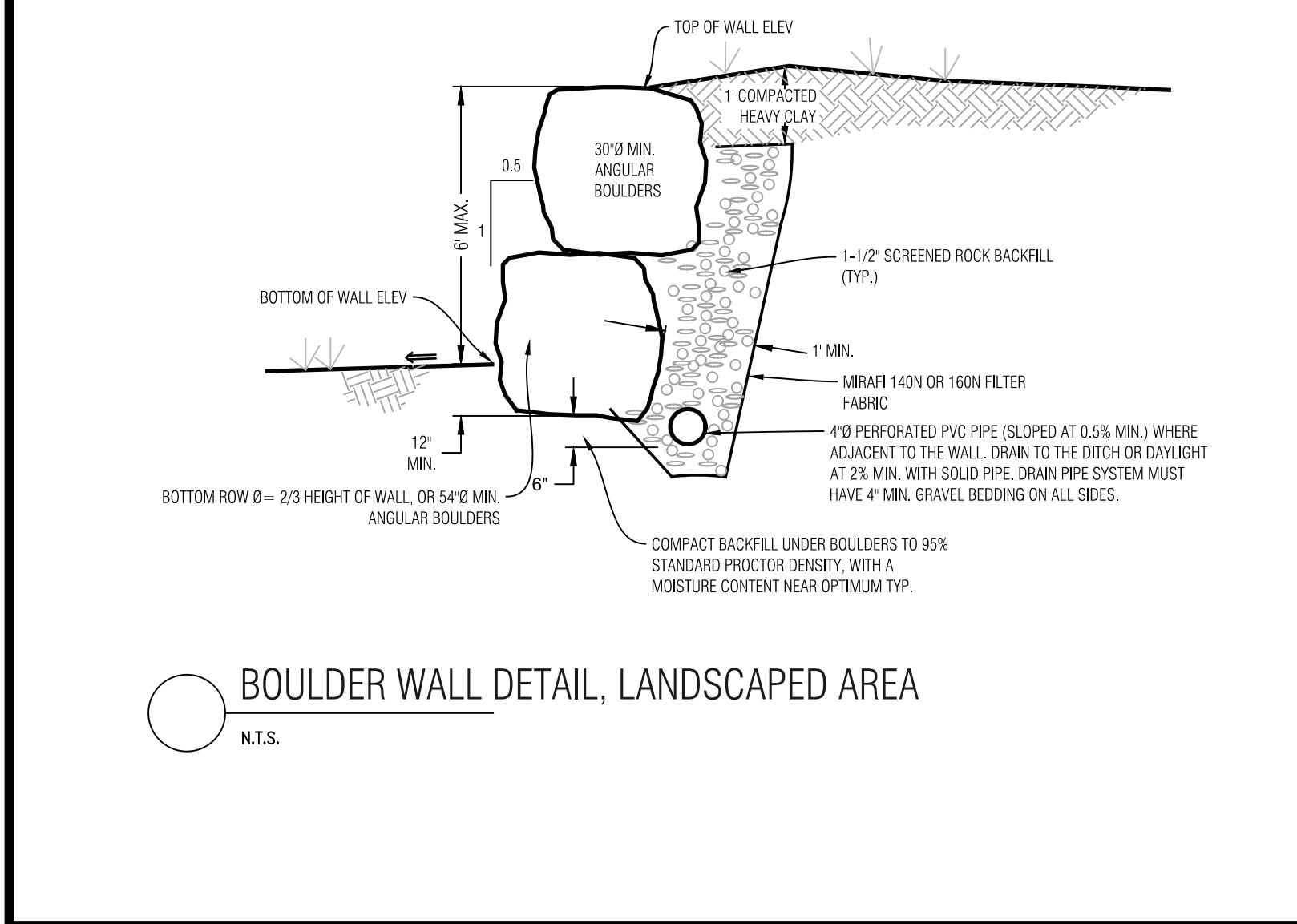
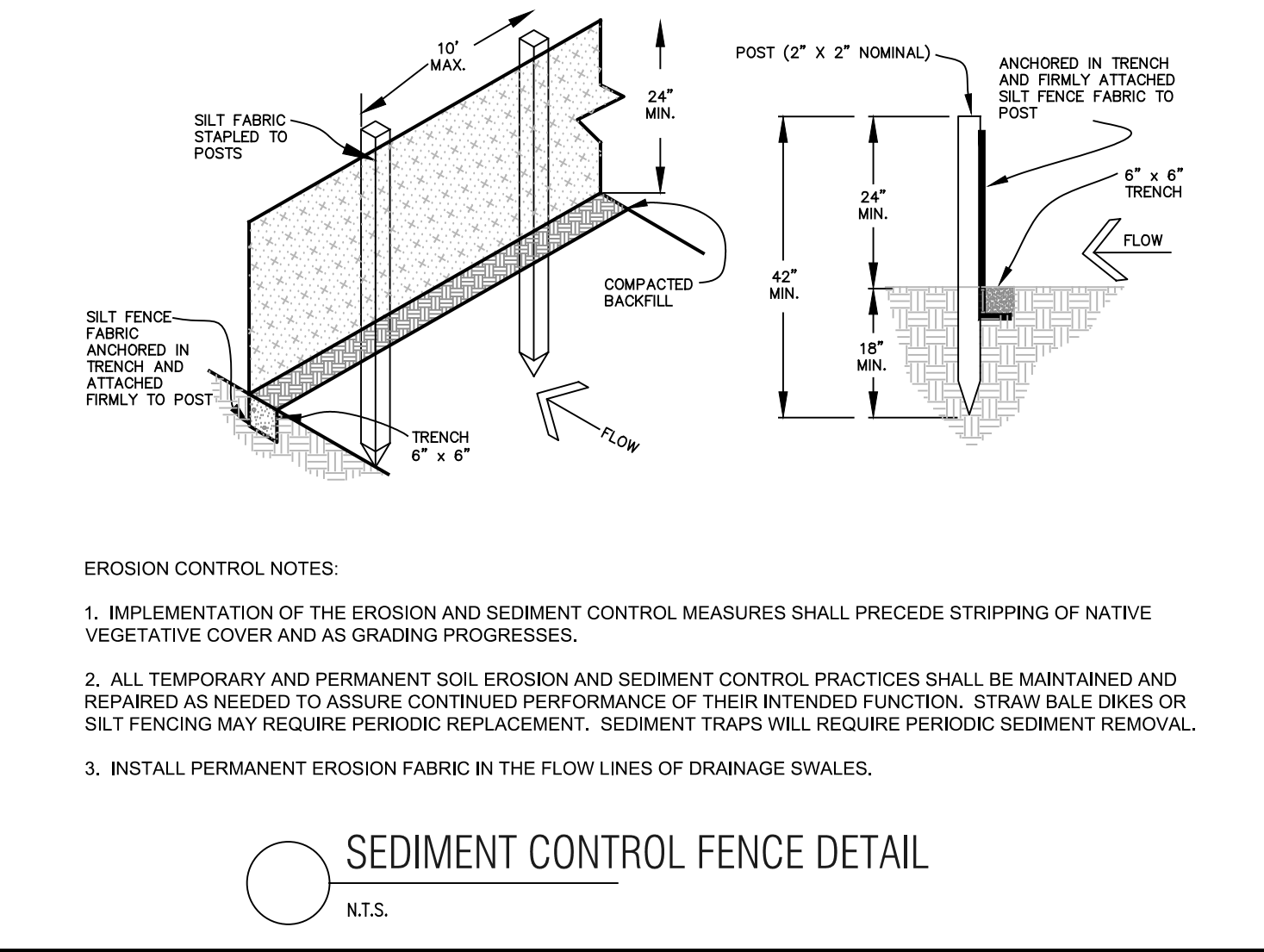
- 1 MATCH TO BACK OF EXISTING CURB.
- 2 PROPOSED ASPHALT DRIVEWAY, AUTO-COURT AND CONCRETE WALKWAYS, STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT. ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
- 3 PROVIDE DRAINAGE SWALE AS SHOWN, WITH NORTH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





GENERAL NOTES:

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



Section 4, Item F.

Boundaries Unlimited Inc.

Civil Engineering Surveying & Beyond

923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(770) 945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: TBD
If Yes: SUE Certification by:
Firm: TBD
Job #: TBD
Date: TBD

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION

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

811

Know what's below.
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Lot 19, Minturn North P.U.D.

Details and Notes

DRB Submittal 6/29/24

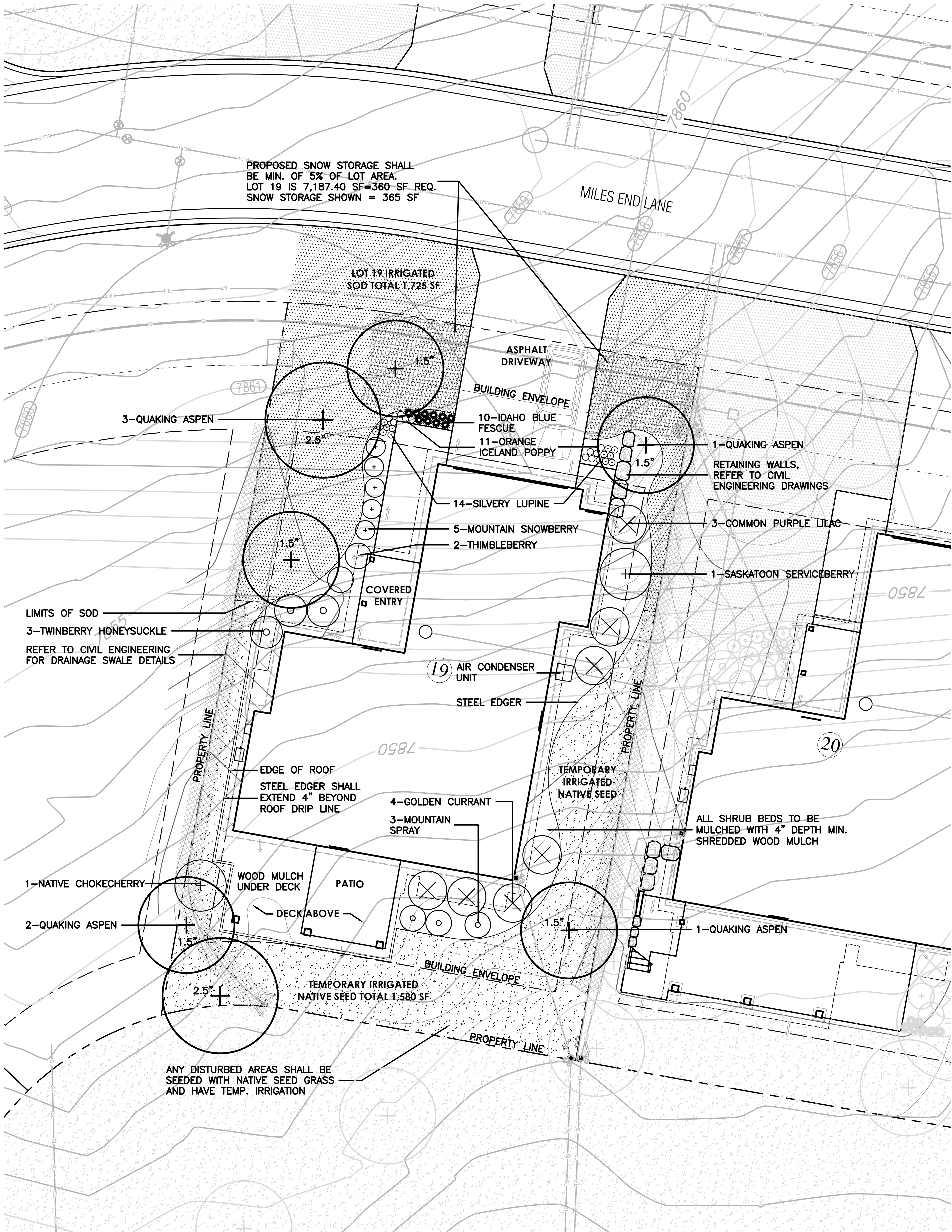
TOWN OF MINTURN, COLORADO

By	Revision	Date	No.
	1		1
	2		2
	3		3
	4		4
	5		5
	6		6
	7		7
	8		8
	9		9
	10		10

PROJECT NO. 2005
Designer: PAH
Checker: BUI
Date: 6/10/24

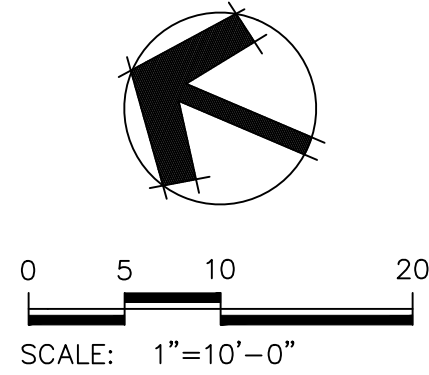
Sheet **C2**

File Name: mn lot 19 sp-01.dwg



LEGEND

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





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

MINTURN NORTH P.U.D.
LOT 19-LANDSCAPE PLAN
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 28, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
PROPOSED
LANDSCAPE PLAN

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

160

General Notes and Specifications:

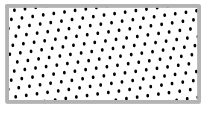
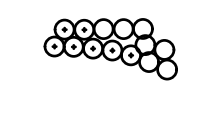
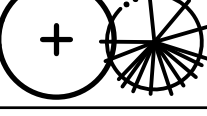
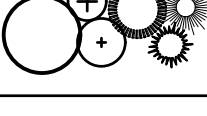
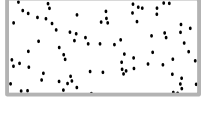
1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
3. The Landscape Plan shall be reviewed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

Revegetation Notes:

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

Fire Mitigation Recommendations:

1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
4. Existing junipers within Zone 1 and Zone 2 must be limbed ½ of their total height, but no more than 10' height.
5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:		
Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop-Up Spray Irrigation For Bluegrass Sod	1,725 SF
	Permanent micro-spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	7 TREES x 4.5 SF = 32 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,878 SF
	Temporary Spray Irrigation For Native Seed	1,580 SF

IRRIGATION NOTES:

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

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

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

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

NOTES:

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

PROPOSED PLANT MATERIALS LIST

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

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

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
5	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
2	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed

ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)

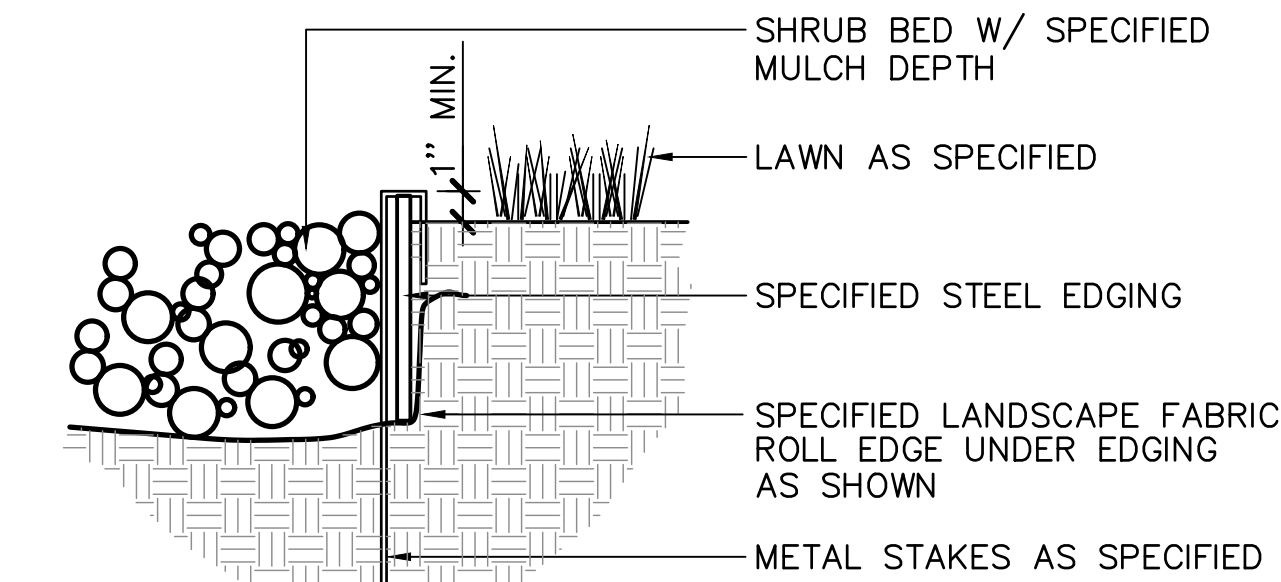
10	Idaho Fescue Grass, Festuca idahoensis 'Siskiyou Blue'	1 & 2	1 gal.	Container Full
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PERENNIAL FLOWERS (planted @ 12" O.C. spacing)

11	Orange Iceland Poppy Papaver nudicaule	1 & 2	Flats of 15 or 32	
14	Silvery Lupine Lupinus argenteus	1 & 2	Flats of 15	

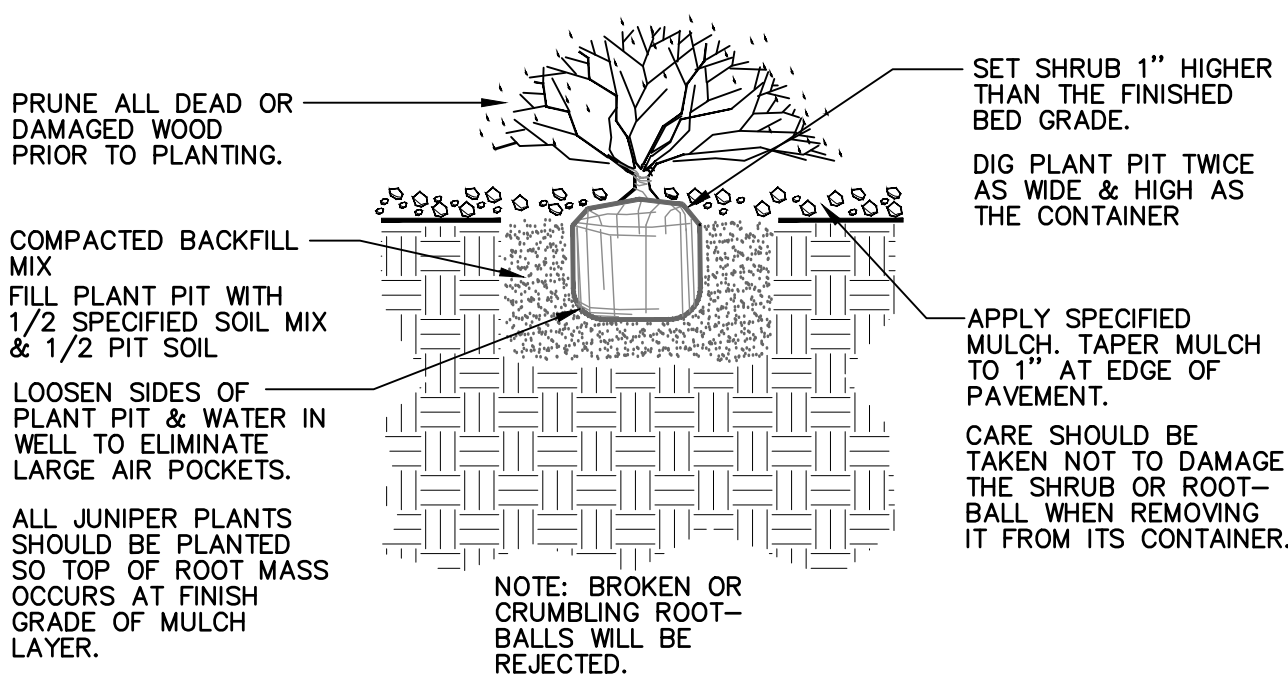
DECIDUOUS SHRUBS

3	Common Purple Lilac Syringa vulgaris	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
4	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
5	Mountain Snowberry Symphoricarpos oreophilus	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.
3	Mountain Spray Holodiscus dumosus	1 & 2	5 gal.	Container, 5 canes minimum 18"-24" ht.
1	Native Chokecherry Prunus virginiana melanocarpa	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
1	Saskatoon Serviceberry Amelanchier alnifolia	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
2	Thimbleberry Rubus parviflorus	1 & 2	5 gal.	Container, 5 canes minimum 18"-24" ht.
3	Twinberry Honeysuckle Lonicera involucrata	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.

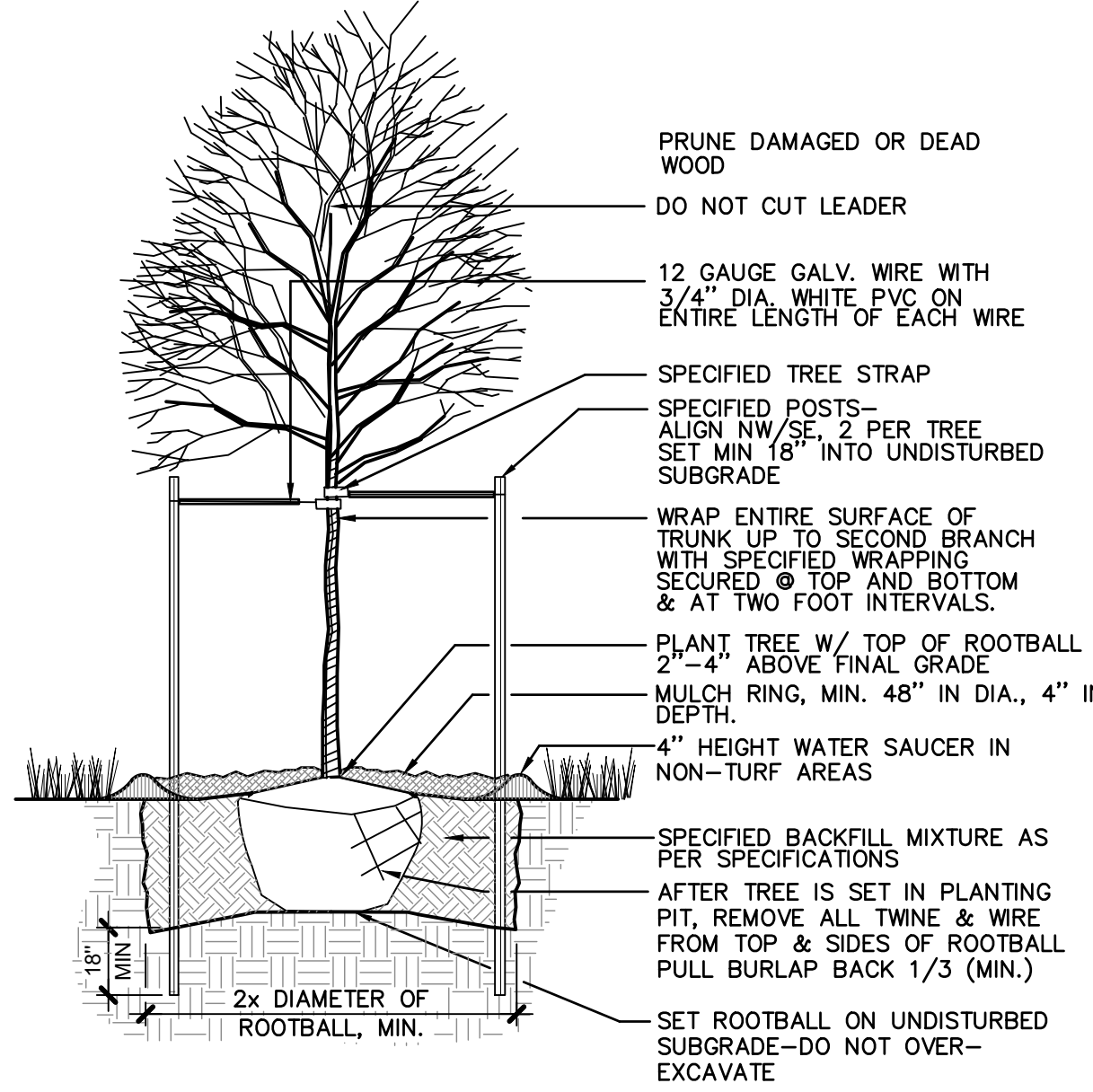


- NOTES:
- 1) SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
 - 2) EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
 - 3) ALL JOINTS TO BE SECURELY STAKED.
 - 4) CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

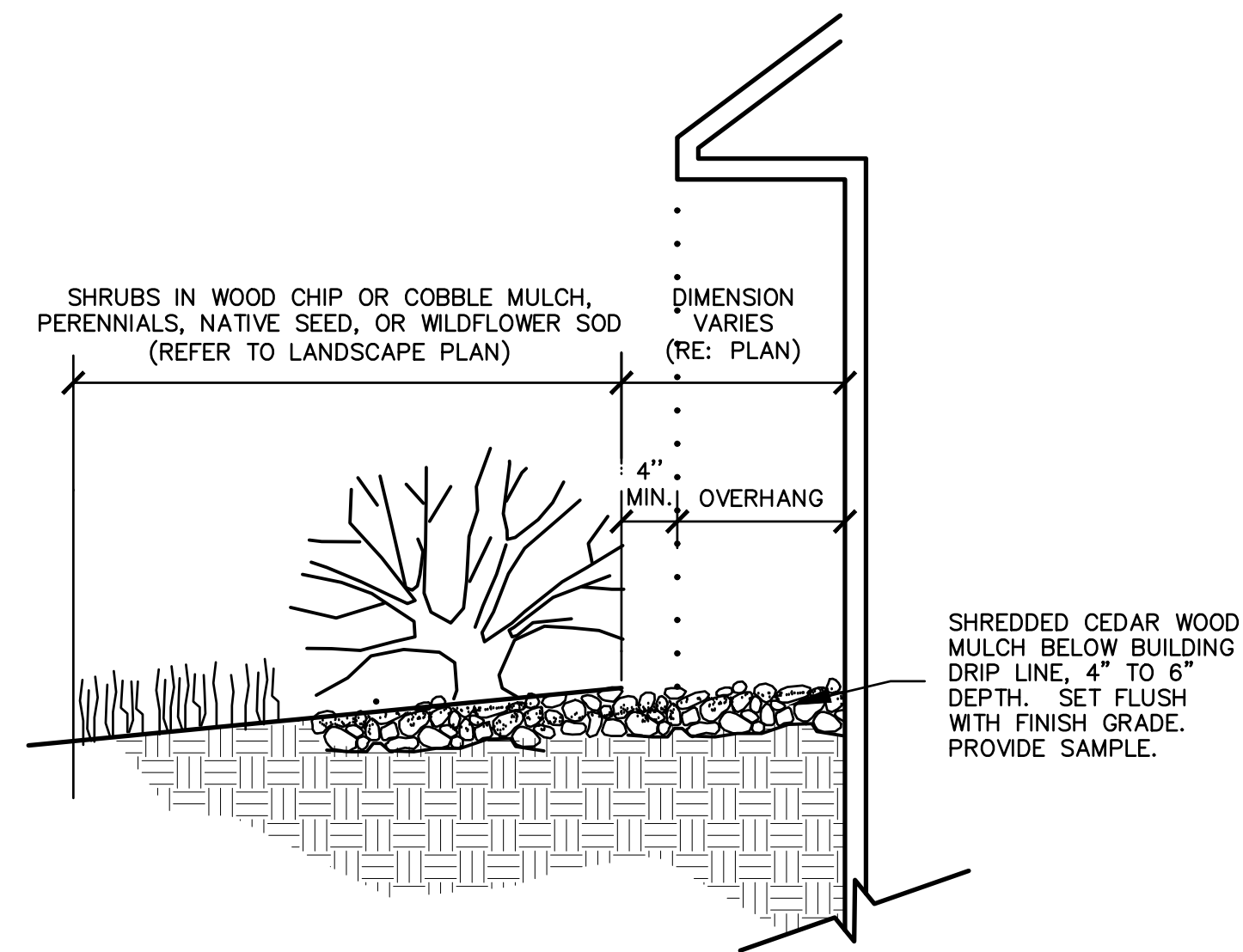
1 STEEL EDGER
L2 NOT TO SCALE



2 SHRUB PLANTING
L2 NOT TO SCALE



3 DECIDUOUS TREE PLANTING
L2 NOT TO SCALE



4 MULCH ARMORED DRIP LINE
L2 NOT TO SCALE

Section 4, Item F.

811

Know what's below.
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LANDSCAPE ARCHITECT:
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EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.

LOT 19-LANDSCAPE PLAN

TOWN OF MINTURN, COLORADO

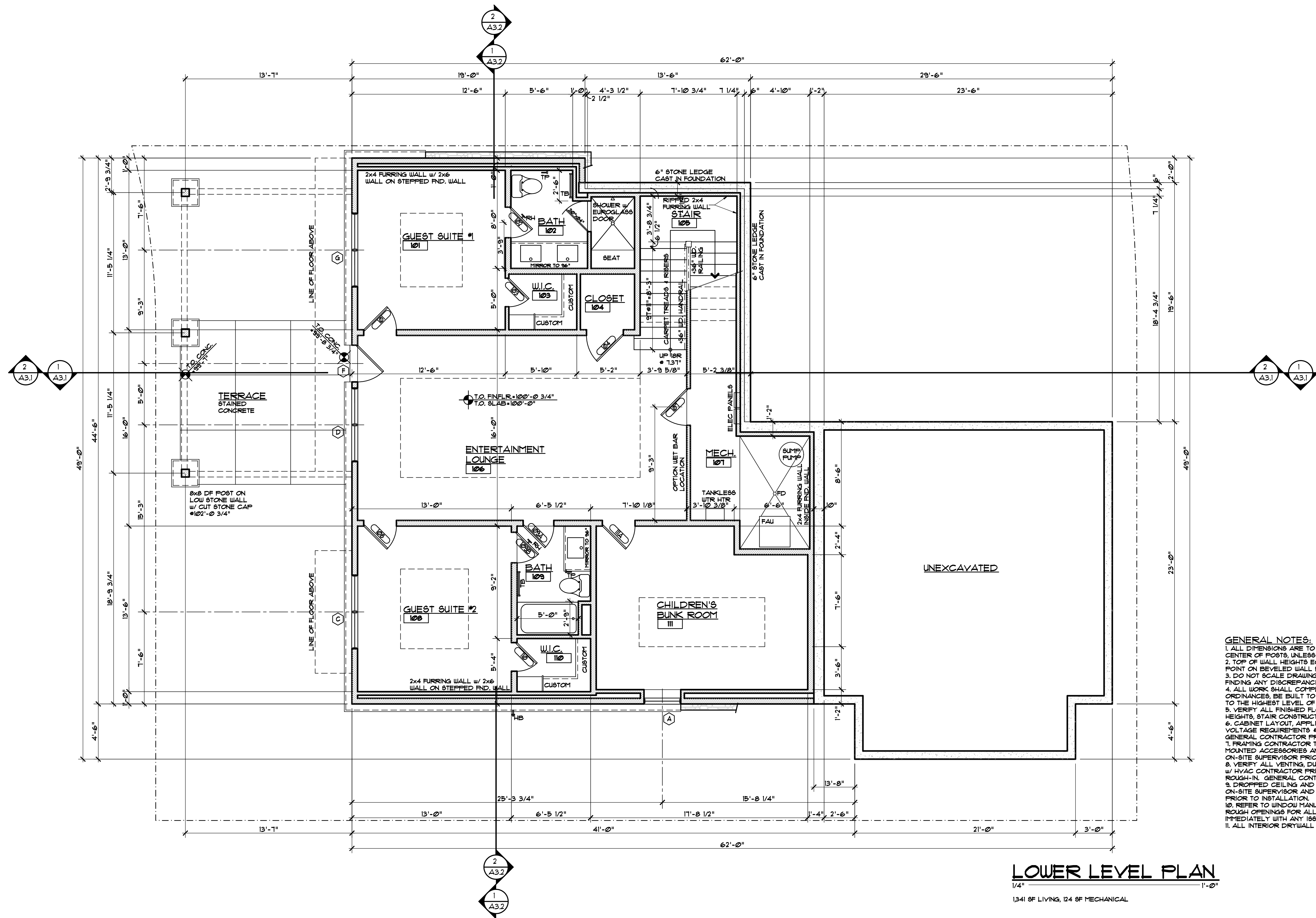
DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 28, 2024
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE
NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2

161



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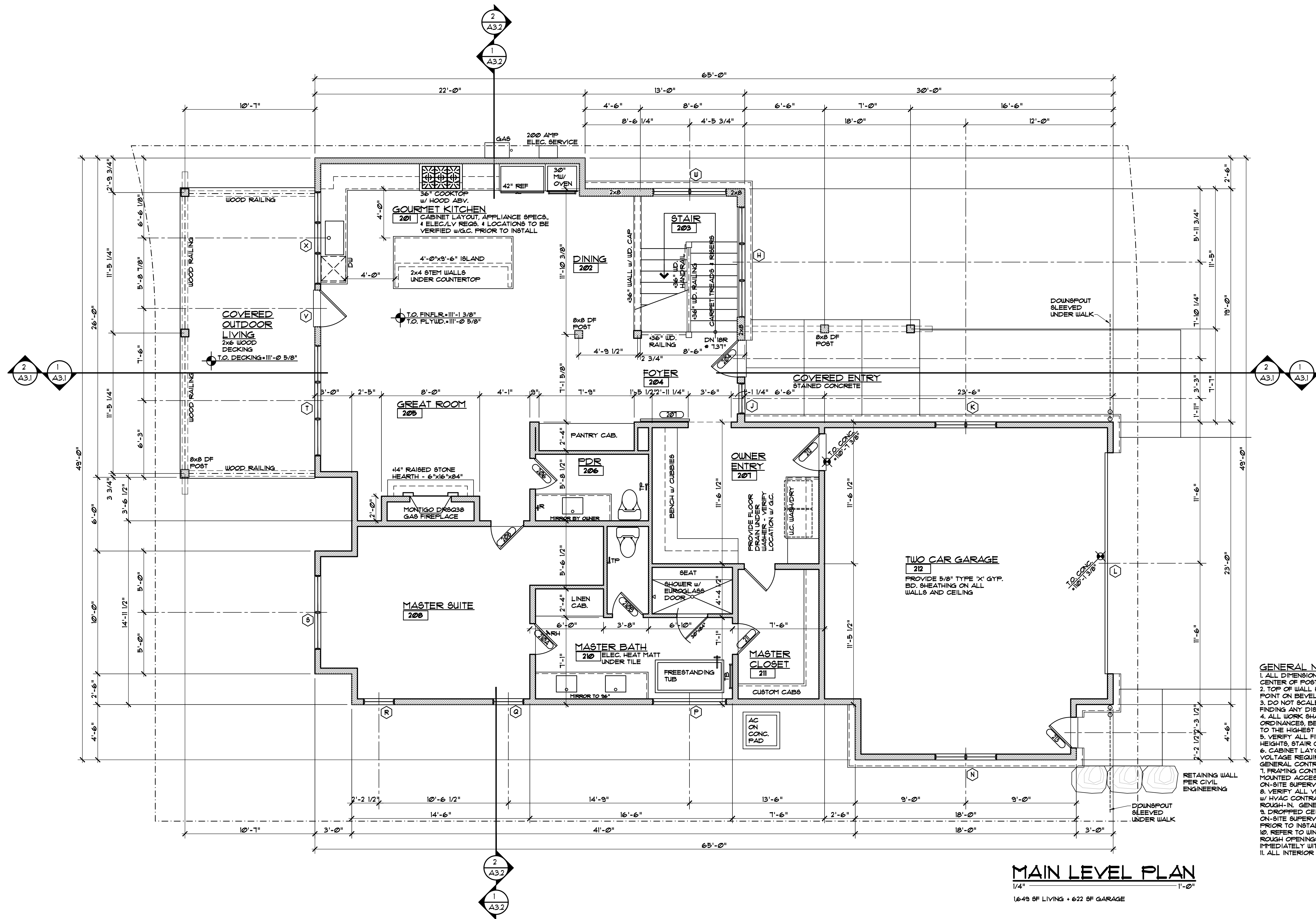
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CUSTOM
LOT 19
MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L19

#	DATE	BY	COMMENTS	#	DATE	BY	COMMENTS
1	6-28-24	DUE	DREB SUBMITTAL SET				

A1.1



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

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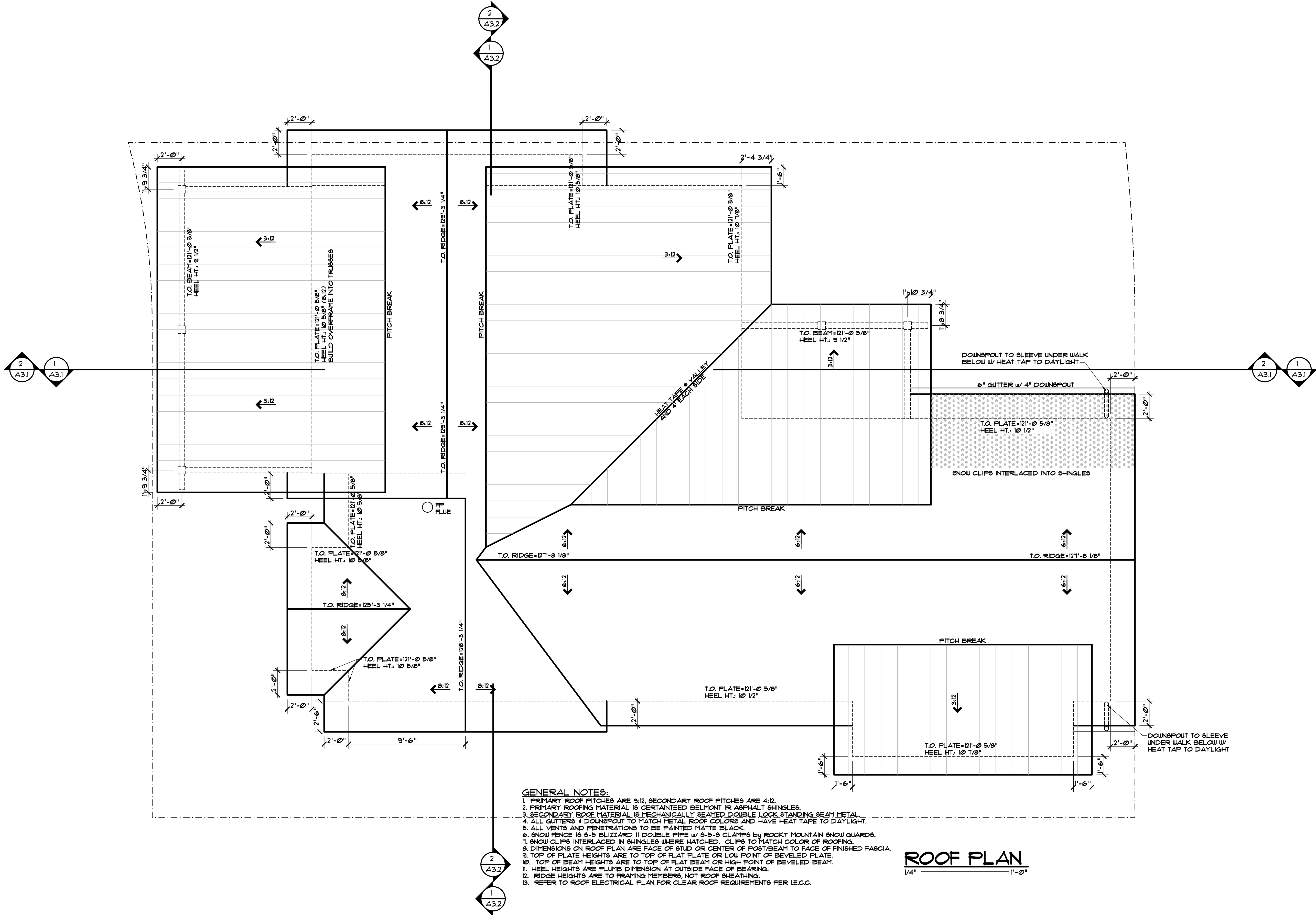
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ISSUED		COMMENTS	
#	DATE	BY	
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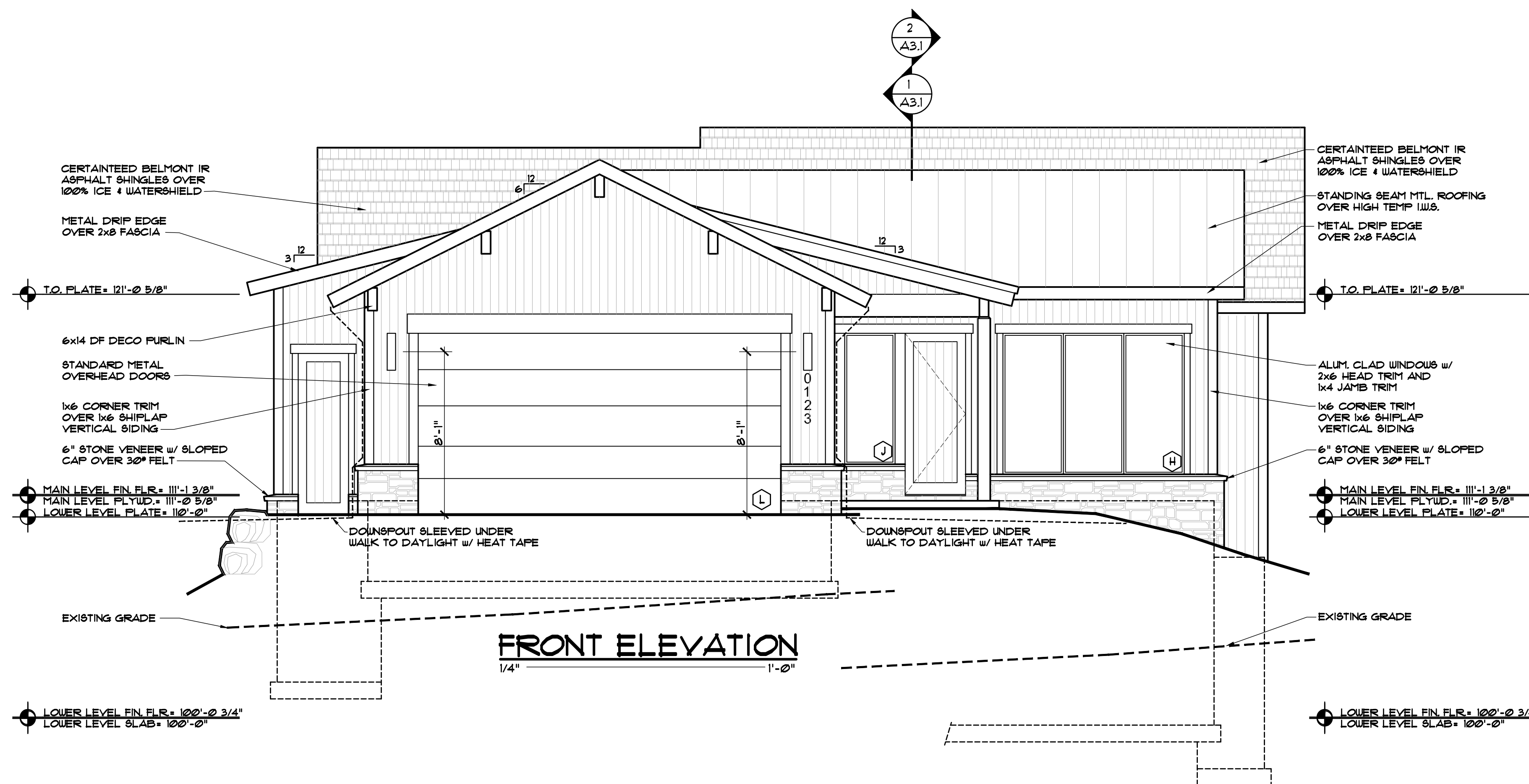
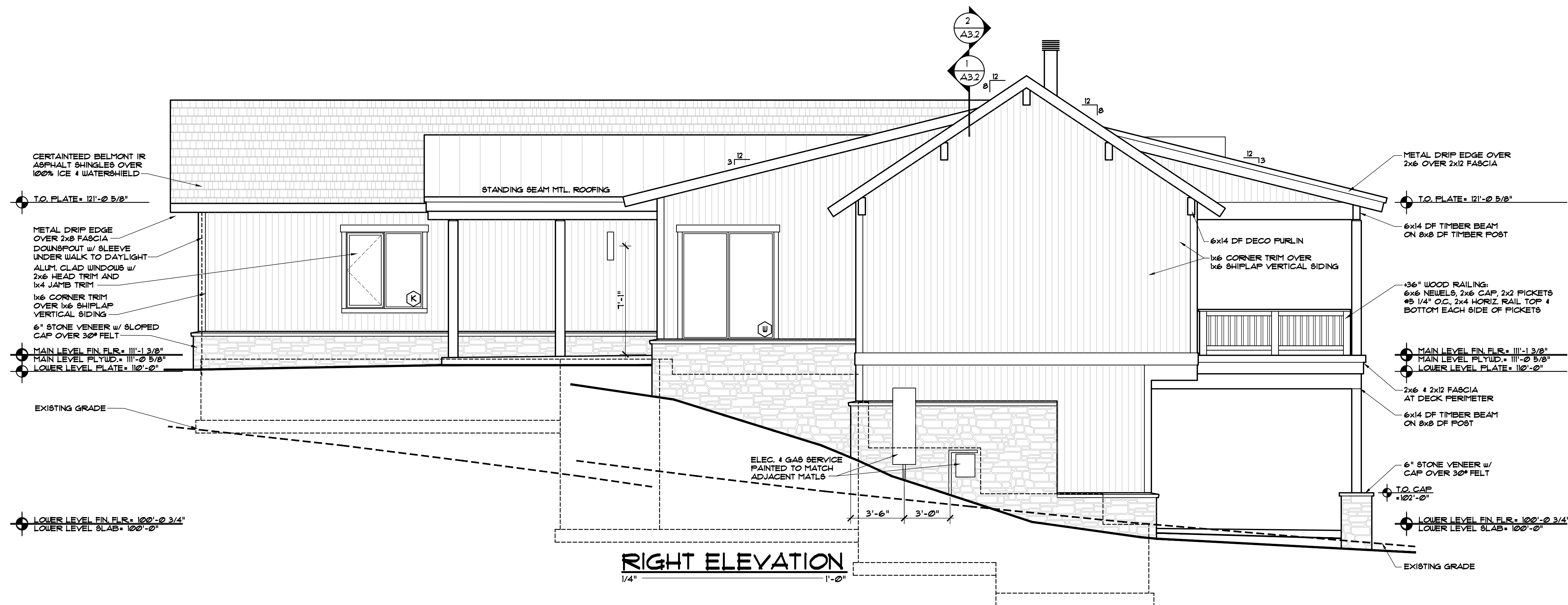
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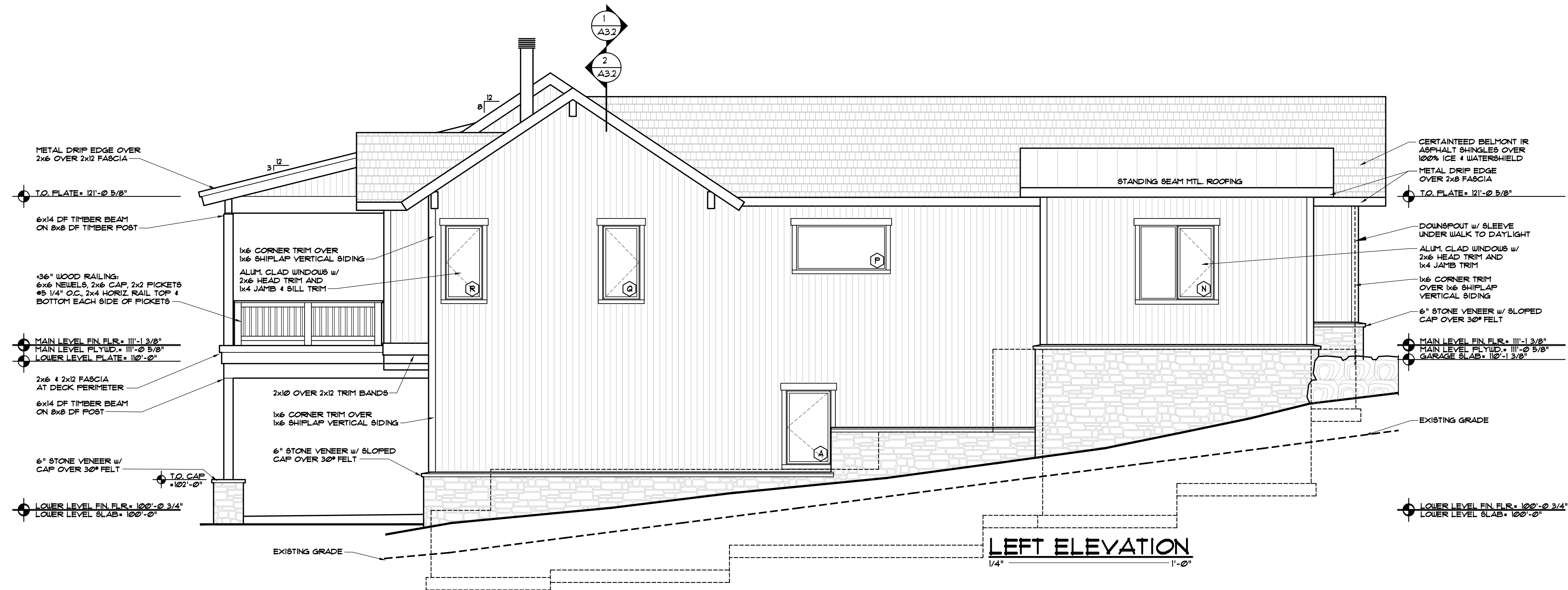
PROJECT NO: 2412-22 L19

#	DATE	BY	COMMENTS	DUE	DREB SUBMITTAL SET
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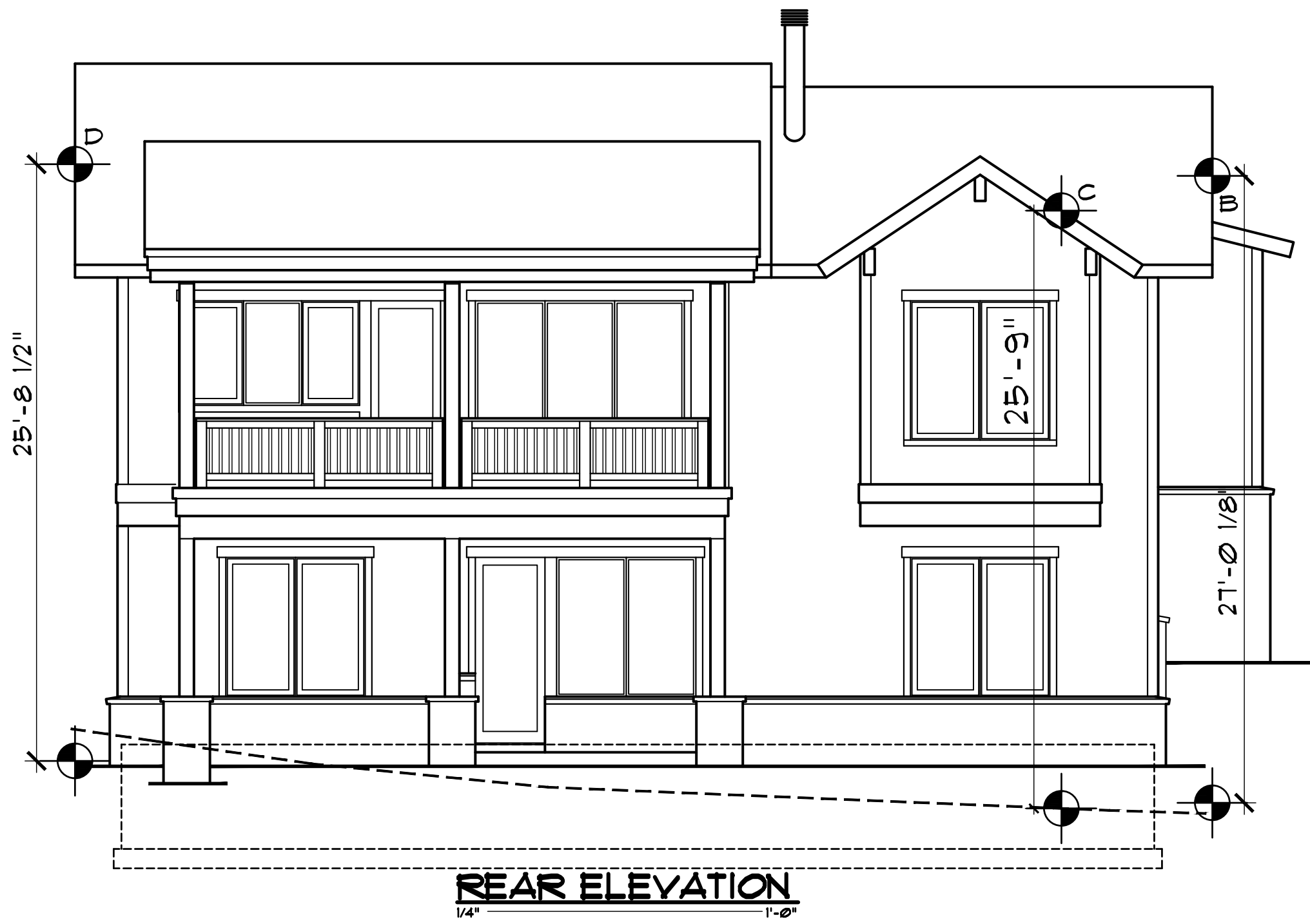
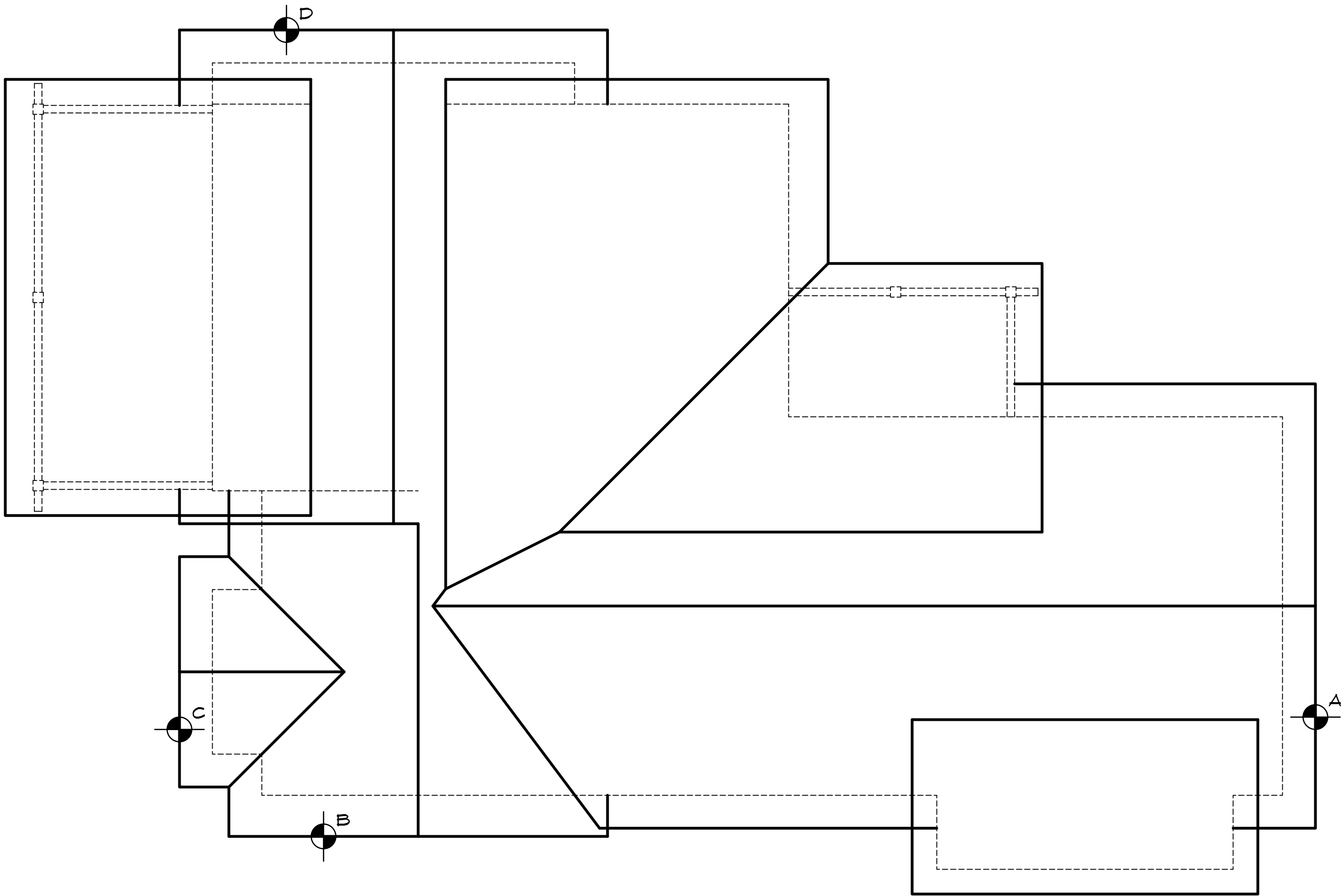
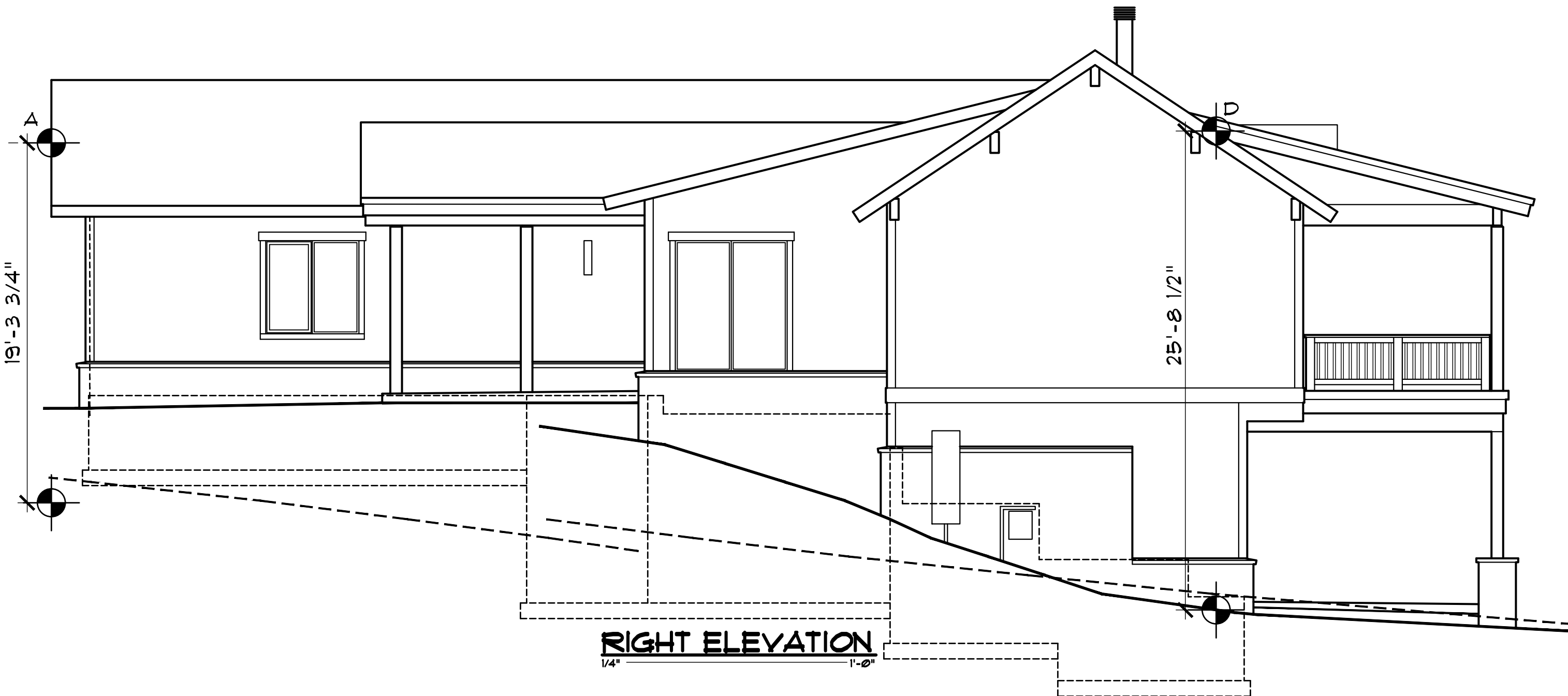
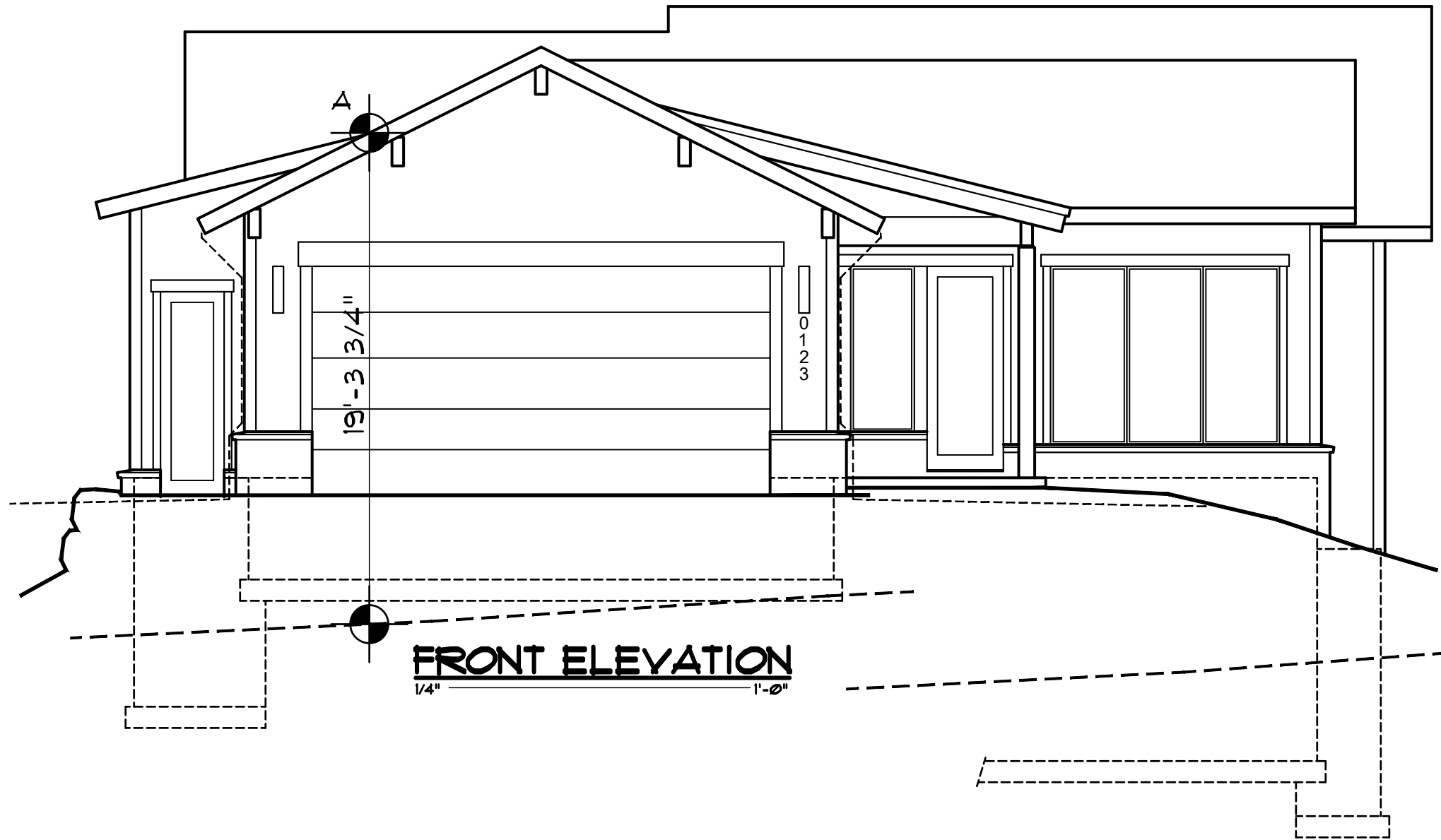
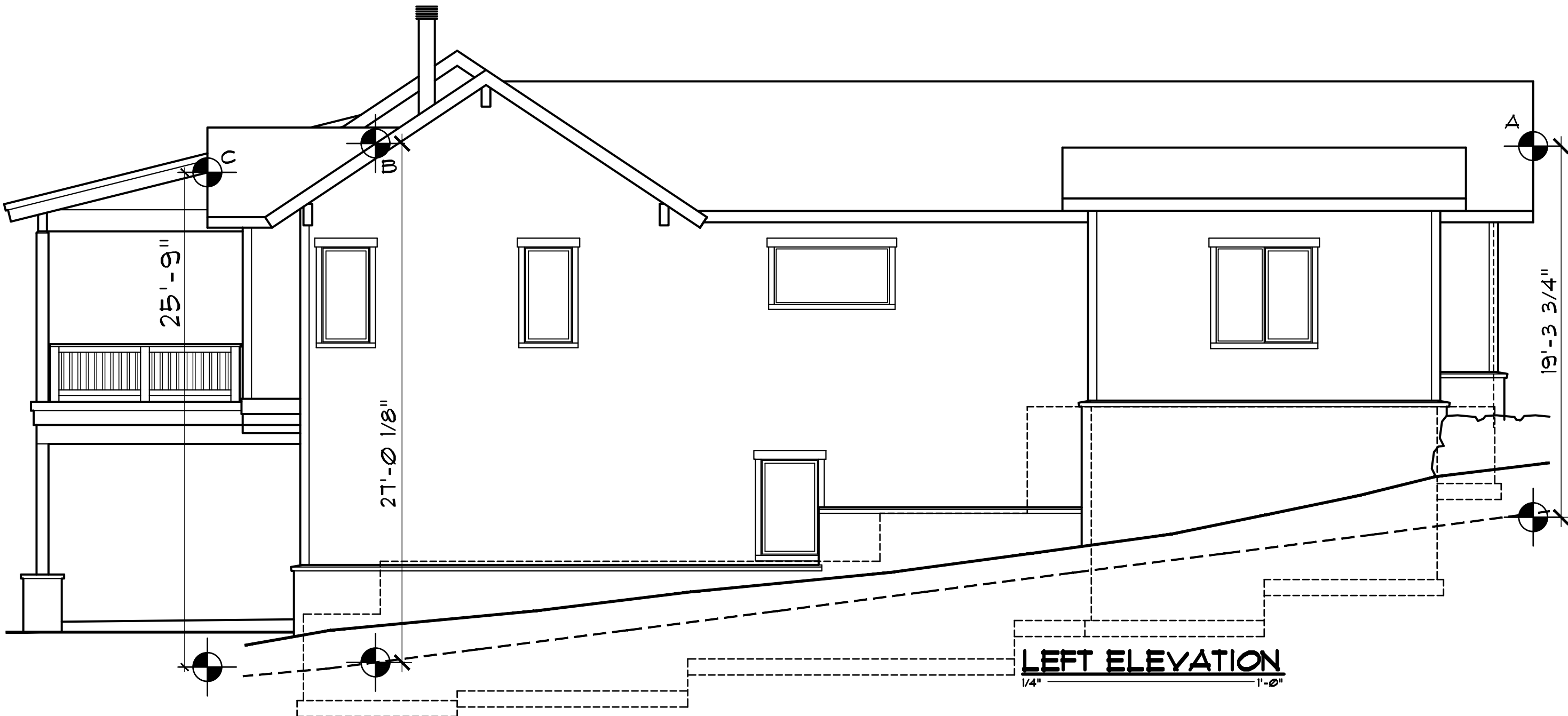
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COMMUNITY IMPACT PROGRAM
CONCEPT PAPER

Project Summary Information

Project Title:

Applicant Organization(s):

Applicant Name(s):

Partner Organization (if applicable):

Partner Name (if applicable):

Amount Requested:

Estimated Total Project Cost:

Estimated Grant Period (years):

Brief Project Description (limit to space provided without expanding the text box; use 10 pt font)

Minturn seeks \$475,291 in GOCO Community Impact funds, with \$315,197 in match, for the Little Beach Park Enhancement Project. With GOCO's support, the Town will transform the outdated and unsafe park into a premier river amenity. Little Beach Park is the heart of Minturn, home to most of the Town's outdoor recreation assets, providing recreation for youths and cultural and social activities for families and adults.

With GOCO's support, Minturn will provide a modern, accessible playground, demolish pit restrooms and replace them with an ADA accessible trailer styled porta potty, improve internal circulation and ADA access for vehicles, add park seating, and construct a full multi-use court and a trail to and along the Eagle River. Working with EVOM, the Town will gather additional public input and finalize recreational opportunities, keeping inclusiveness, equitable recreation, youth connections, and outdoor stewardship as guiding principles.

Proposed Project: The Town of Minturn seeks \$475,291 in GOCO Community Impact funds, with \$315,197 in match, for the Little Beach Park Enhancement Project. With GOCO's support, the Town will transform the outdated and unsafe park into a premier river amenity. Little Beach Park is within walking distance of the commercial core and runs contiguous to the Eagle River. The park is the heart of Minturn, home to most of the Town's outdoor recreation assets, providing recreation for youths and cultural and social activities for families and adults. The park, built in 2005, has a small amphitheater, the Town's only playground, swings & a see-saw, a climbing wall, a half basketball court, picnic tables, and a pit toilet. The 1.6-acre park is also home to the Summer Concert Series and Independence Day Celebration.

Minturn applied to DOLA for Phase I of the project to stabilize an unsafe retaining wall. DOLA will not award this \$147,000 request until GOCO approves funding for Phase II of the project. Phase II activities include a modern, accessible playground, demolishing the pit restrooms and replacing them with an ADA accessible trailer styled porta potty, improving internal circulation and ADA access for vehicles, a full multi-use court, additional park seating, a trail to and along the Eagle River, and educational elements, as outlined in the 2023 Little Beach Park Area Recreation Plan (LBP Plan). While the Town already completed large-scale public outreach and planning to determine community desires for the park, an emerging partnership with Eagle Valley Outdoor Movement (EVOM) will allow Minturn to improve communication with Latino residents who were previously excluded. Other than stabilizing the retaining wall, the Town has not determined the final amenities for the park. Minturn will work with community partners to gather additional public input and finalize recreational opportunities, keeping inclusiveness, equitable recreation, youth connections, and outdoor stewardship as guiding principles.

Community Need: GOCO funds will expand safe, equitable access to recreation for youths and Latino residents and provide trail access to a community cut off from the Eagle River. Minturn is a small, youthful, rural town (population 1,084) with a median age of 38.1 and a sizable Latino population (19.8%). Ensuring youth recreational opportunities is essential as 18.7% of residents are under 18, and the community faces a deficit in park access. Located in a narrow valley, Minturn faces topographical constraints that limit recreation development. As such, Little Beach Park is the Town's only outdoor passive and active recreation facility. The Trust for Public Lands (TPL) estimates that 26% of Minturn residents do not live within a 10-minute walk of a park. As the only community park, Little Beach Park is the Town's highest priority as its recreational amenities no longer meet community needs, and the Colorado Intergovernmental Risk Sharing Agency (CIRSA) has cited the wooden playground as a safety risk for almost a decade. The playground is also located next to a failing and deficient retaining wall. If Minturn were to close its only playground, the closest park playground would be, Stephens Park, in West Vail, 5.1 miles from Minturn. Minturn included \$130,017 as park match funds in the 2024 budget, highlighting the importance of park renovations to this small rural community.

Community-Driven Vision & Continued Engagement: Phases I and II of the project are included in and guided by the LBP Plan. This planning process engaged residents and stakeholders of Minturn and provided opportunities for suggesting and vetting various potential improvements. Public engagement activities started in the late summer of 2021 and ran through the summer of 2022. The planning process paralleled the Town's Community Plan Update to align planning efforts and improve engagement. These planning efforts included three pop-up events, two open houses, five site visits/walks, and several virtual meetings. The majority of public input was delivered via direct one-on-one engagement.

The Town considers the LBP Plan a baseline for recreational amenities and will continue engagement through the summer of 2024 and design process to fine-tune recreational amenities. Minturn will improve an already robust engagement process thanks to its new partnerships with EVOM. Working with EVOM, the Town will enhance communication with Latino residents, starting with a community-wide picnic that will double as an outreach event at the park. EVOM will invite Latino residents to attend using their established network and provide Spanish interpreters to ensure all residents can participate equally.

Following the grant award, Minturn and EVOM will continue their partnership to follow best management practices for bilingual outreach at public meetings as recreational amenities are finalized and implemented. Minturn will translate all meeting materials into Spanish and hold public meetings at 30% and 50% design for additional input, including translation services from EVOM. The Town will hold meetings at varying times to ensure the public can attend. To increase public awareness of input opportunities, Staff will advertise meetings on Minturn's and EVOM's websites and social media accounts and ask project partners and supporters to share public input events and project updates with their stakeholders.

Intended Outcomes & Benefits: The Project will immediately improve safety for youths at the existing playground, deploy modern recreational amenities, and provide improved access, education, and a river trail for residents that have long been cut off from the Eagle River. While the community provided significant input on recreational amenities as part of the 2023 LBP Plan, Minturn will undertake additional bi-lingual outreach efforts through the summer of 2024 and during project design to ensure the park serves the entire community. The LBP Plan vision includes new accessible playground equipment for children, additional seating areas, a multi-use court, and a path to the river with trails. Minturn will integrate additional community input to confirm amenities, and ensure *youth connections* and *equitable access* to outdoor recreational opportunities. River access and a river trail at Little Beach Park will provide residents of the Town with an amenity currently lacking due to the impacts of the Eagle Mine Superfund site and *promote outdoor stewardship*. As a condition of the Eagle River Restoration Project, the Town can only access the river at three points and must maintain a natural riparian zone in all other locations. Little Beach Park is one of the three approved sites by the Department of Public Health and Environment. The Town will use this unique opportunity to install bi-lingual educational signage along the river trail to educate the public on the importance of the river, fish habitat, and the success of the Eagle River Restoration Project.

Partnerships: Minturn has two committed partners, EVOM and Eagle River Coalition (ERC). EVOM is a GOCO Generation Wild Coalition led by the Walking Mountains Science Center, whose mission is to provide equal access to outdoor spaces and opportunities for youth and families in the Eagle Valley. EVOM will partner with the Town to gain additional public input for the project and build a replicable outreach model for Minturn to use going forward. The Town and EVOM are finalizing a scope for Latino outreach.

The ERC's mission is to advocate for the health of the Upper Colorado and Eagle River basins through research, projects, and education. Minturn's partnership with ERC will support a request for additional funding from the Eagle Valley Fund for bi-lingual educational signage along the new river trail. In addition, ERC is interested in pursuing funding with the Town for a bi-lingual educational event for youths and their families that will focus on the importance of river ecology, ways to improve outdoor stewardship, and the Eagle River Restoration Project. The Town anticipates integrating both partners into future projects, strengthening Minturn's outreach and improving outcomes for both Latino residents and the Eagle River.

Timeline: The Town is already underway with obtaining additional public input through 2024. Upon grant contract award, Minturn will procure an engineering firm for design of both phases of the project and contract with EVOM for Latino-focused public outreach. Minturn will complete 100% design of the retaining wall by March 2025 and stabilize the retaining wall in July 2025. During this time, Minturn will continue to design Phase II of the project, integrating public feedback on final amenities throughout the winter and early spring of 2024/2025. The final design of Phase II will be completed by the Fall of 2025. The Town expects to break ground on Phase II in May 2026 and complete construction by the Fall 2026.

Minturn's Little Beach Park Enhancement Project will address immediate safety concerns and realize the community's long-term desire to have a community park that provides a trail along the Eagle River with accessible, modern recreational amenities. With GOCO's support, Minturn will transform Little Beach Park into a community treasure for current and future generations of the Town.

PROJECT BUDGET & DETAILS

APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	GOCO Funds	Matching Funds
		\$475,291.00	
Town of Minturn, Colorado	1-Jan		\$131,197.00
Business and Community Donations for Additional Recreational Amenities			\$5,000.00
Bi-Lingual Signage (English/Spanish) Eagle River Fund			\$8,000.00
Bi-Lingual River Educational Event Eagle River Fund			\$4,000.00
DOLA EIAF Grant			\$147,000.00
Source of Funds (IN-KIND)			
Town of Minturn, Colorado			\$20,000.00
	subtotal	\$475,291.00	\$315,197.00
TOTAL SOURCE OF FUNDS			\$790,488.00

Use of Funds (CASH)	Description	GOCO Funds	Matching Funds	Total Funding
Design				
TBD	Final Design/Drawings	\$30,000.00	\$0.00	\$30,000.00
EVOM	Bi-Lingual Outreach	\$5,000.00	\$5,000.00	\$10,000.00
Special Event	River Educational Event		\$4,000.00	\$4,000.00
Construction				
TBD	Playground equipment	\$210,924.00	\$0.00	\$210,924.00
TBD	River Access/Trail	\$67,025.00	\$0.00	\$67,025.00
TBD	Multiuse Court	\$33,270.00	\$0.00	\$33,270.00
TBD	Demolish Existing Bathrooms	\$10,000.00	\$9,500.00	\$19,500.00
TBD	Repair Retaining Wall	\$0.00	\$147,000.00	\$147,000.00
TBD	TBD Park Improvements	\$45,000	\$59,597.00	\$104,597.00
TBD	Reconstruct Interior Road Access	\$74,072.00	\$0.00	\$74,072.00
TBD	Seating Area	\$0.00	\$62,100.00	\$62,100.00
TBD	Bi-Lingual Signage	\$0	\$8,000.00	\$8,000.00
	subtotal	\$475,291.00	\$295,197.00	\$770,488.00

Use of Funds (IN-KIND)	Description	Matching Funds
In-Kind	Staff Project Management Oversight of Design and Construction	\$20,000.00
	subtotal	\$20,000.00
	GOCO Funds	Matching Funds
	subtotal	\$475,291.00
		\$315,197.00
TOTAL USE OF FUNDS*		\$790,488.00

* The Total Use of Funds must equal the Total Source of Funds in the section above.

OTHER LEVERAGED RESOURCES (OPTIONAL)

CASH OR IN-KIND	Description	Total Funding
Cash	Community Picnic	\$1,000
	subtotal	\$1,000.00

TOTAL PROJECT VALUE	\$791,488.00
GOCO % of project cost	60%
GOCO % of project value	60%

Town of Minturn Little Beach Park Enhancement Project Budget Narrative

Source of Funds (\$5,000 Business and Community Donations for Additional Recreational Amenities)

The Town will seek donations from local business and the community throughout 2024 to increase community ownership of the project.

Bi-Lingual Outreach (\$5,000 GOCO and \$5,000 TOM)

Minturn will contract with EVOM to support bi-lingual and youth public outreach effort to finalize recreational amenities for Little Beach Park.

River Access/Trail (\$67,025 GOCO)

Minturn will design and construct a soft trail to the Eagle River and a trail along the river. Working with the Eagle River Coalition, the Town will apply for \$8,000 for bi-lingual signage, which is not included in this line item.

TBD Park Improvements (\$104,597: \$45,000 GOCO and \$59,597 TOM)

The budget sets aside \$104,597 in funding for undefined park improvements. While many of the park amenities were selected during the Little Beach Park Area Recreation Plan process, additional bi-lingual outreach will occur in 2024 and early 2025, that will likely result in additional recreational amenities. If the community identifies project elements that are significantly more expensive, the Town will follow the process below to ensure that community priorities drive the final budget:

- a. Minturn will pursue funding from additional grant resources such as the Land and Water Conservation.
- b. Raise local funding from businesses and community donations.
- c. The Town will consider if it can increase its local match in the 2025 budget cycle.

In-Kind Use of Funds (\$20,000 TOM)

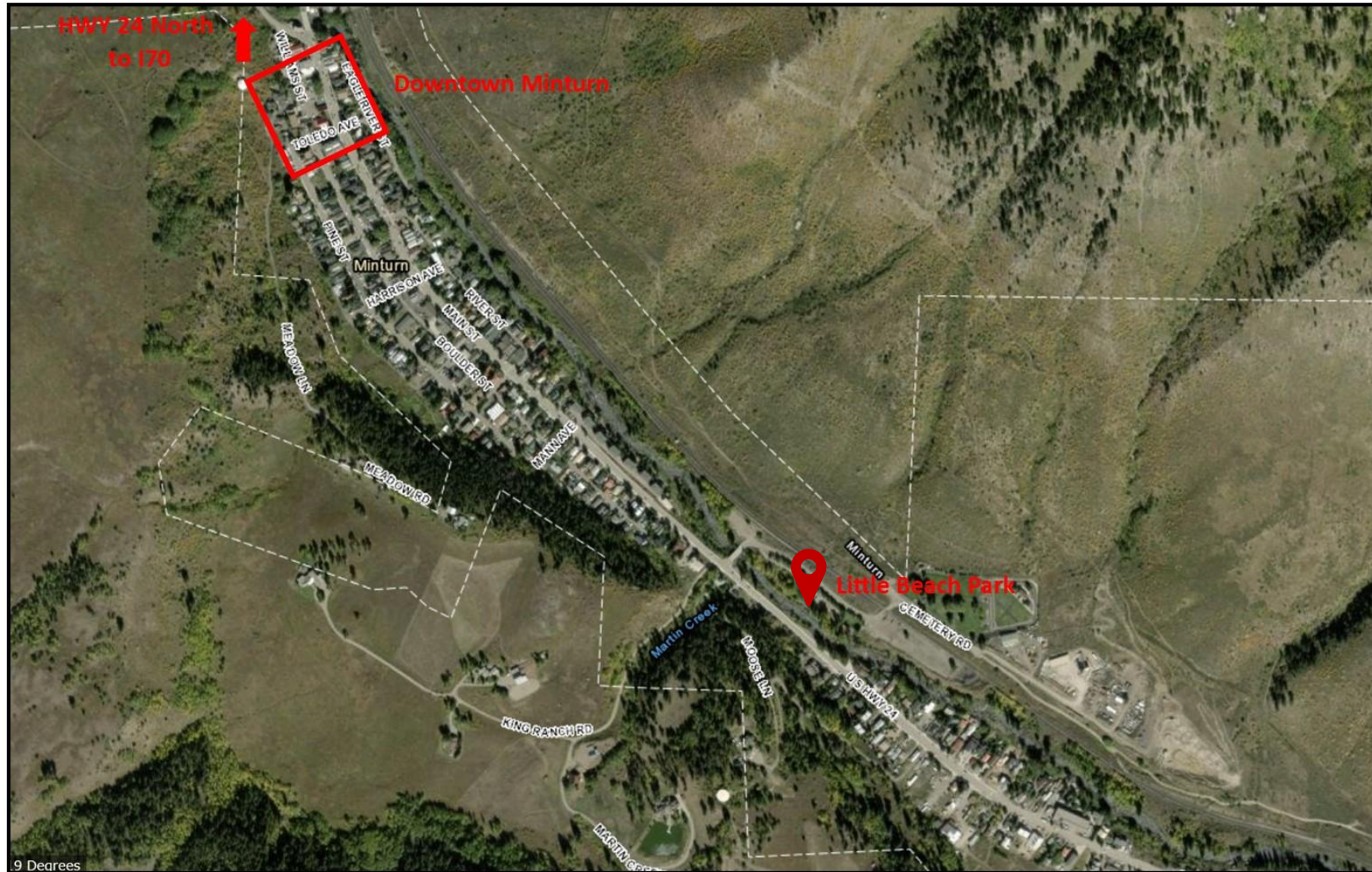
Staff at Minturn will oversee the design and construction of the project at an estimated \$20,000.

Other Leveraged Resources (\$1,000 TOM)

The Town will hold a communitywide picnic in August to gain additional feedback on recreational amenities (\$1,000).



MINTURN / LITTLE BEACH PARK AREA MAP





Failing Retaining Wall



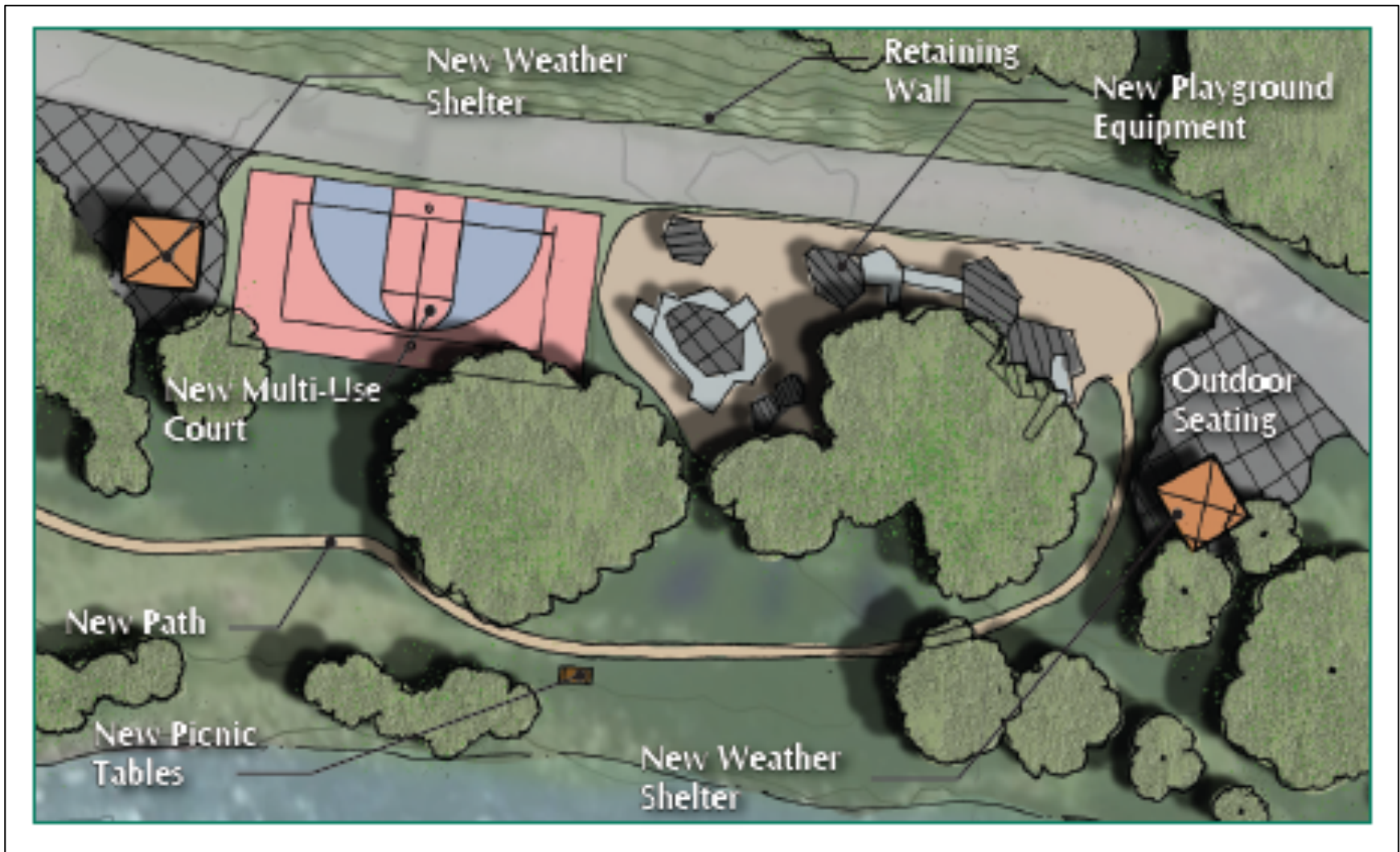
Non-Code Compliant Playground Structure



Existing Multi-Use Court



Potential River Access with Trails



Little Beach Park Concept Plan

**TOWN OF MINTURN, COLORADO
RESOLUTION 50 – SERIES 2024**

**RESOLUTION AUTHORIZING AND SUPPORTING A COMMUNITY IMPACT
GRANT APPLICATION TO GREAT OUTDOORS COLORADO
FOR THE LITTLE BEACH PARK ENHANCEMENT PROJECT**

WHEREAS, the Town of Minturn ("Town") is a political subdivision of the State of Colorado, and therefore an eligible applicant for the community impact grant program offered by Great Outdoors Colorado ("GOCO"); and

WHEREAS, Great Outdoors Colorado invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers and open spaces awarding competitive grants to local governments and land trusts and makes investments through Colorado Parks and Wildlife; and

WHEREAS, the Town will undertake a community outreach process partnering with Eagle Valley Outdoor Movement (EVOM) to undertake a bi-lingual, youth driven public outreach process to determine final amenities at Little Beach Park; and

WHEREAS, the Town is highly committed to protecting existing outdoor recreation at Little Beach Park the community's only park and expanding outdoor recreation with new and updated park equipment, amenities and services for the residents of Minturn; and

WHEREAS, the Town has been invited by GOCO Program Officer to submit a Community Impact Fund Grant Application, after having received a favorable review of the Town's concept paper, to request a total of \$475,291 in GOCO funding with a Town of Minturn cash match of \$131,197 and an in-kind match of \$20,000, community donations of \$5,000, an Eagle River Fund contribution of \$12,000, and a Colorado Department of Local Affairs grant award of \$147,000 for the design and construction of the improvements for Little Beach Park; and

WHEREAS, the Town Council will commit revenue from the Construction Use Tax via the Capital Improvement Fund for the ongoing maintenance of the park facilities.

WHEREAS, the Minturn Town Council finds that the Little Beach Enhancement Project will promote the health, safety and general welfare of the Minturn community.

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

Section 1. The above recitals are hereby incorporated as findings by the Town.

Section 2. The Town Council of the Town of Minturn supports the Community Impact Fund Grant Application and will authorize the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with GOCO.

Section 3. If the grant is awarded, the Town Council hereby authorizes the Mayor or his designee to sign the grant agreement with Great Outdoors Colorado.

Section 4. This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ, APPROVED, RESOLVED, AND ADOPTED THIS 2nd DAY OF SEPTEMBER, 2024.

Earle Bidez, Mayor

Attests:

Jay Brunvand, Town Clerk/Treasurer



To: Town Council
From: Madison Harris
Date: August 30, 2024
Agenda Item: Ordinance 11 - Series 2024 (First Reading) Continence of an Ordinance Amending the Town's Historic Register to Add 151 Main Street to October 2, 2024

REQUEST:

Continue the nomination to add 151 Main Street to the Town's Historic Register via Ordinance 11 - Series 2024 on First Reading to October 2, 2024.

INTRODUCTION:

Council initially took this Ordinance up at their June 5, 2024 regular meeting. They continued the first reading hearing to August 7, 2024, with a work session to take place on July 17, 2024 to discuss options to help give property owners certainty concerning historic preservation. It was again continued to September 3, 2024 in order to give staff time to bring an ordinance addressing the options through HPC, Planning Commission, and Council.

ANALYSIS:

At the June 5, 2024 meeting Council discussed balancing historic preservation, economic feasibility, and the utilization of property, particularly in the Town's downtown, commercial generating area. In response to this a work session was scheduled at the July 17, 2024 meeting.

During the work session staff brought forth nine different ideas for Council to discuss and give direction on. Staff was directed to bring back an ordinance addressing Options 1-7:

1. Option 1: Eliminate the requirement for two sets of design review guidelines
2. Option 2: Eliminating potentially redundant approval requirements
3. Option 3: Allow for historically designated structures in the downtown corridor to have the immediate ability to functions as short term rentals on all floors
4. Option 4: Encourage historic preservation reinvestment as part of the Downtown Development Authority Operations Plan
5. Option 5: Require a minimum of two nominators for a structure to be nominated for historic designation
6. Option 6: Create a process whereby property owners can determine if their structure would be historically designated without necessarily "supporting" such a designation
7. Option 7: Allow residential in the Downtown Character Area on the back 50% ground floor of historically designated commercial buildings to create live/work opportunities

Several of these options, should they be implemented, should provide additional flexibility and stability to individual property owners within the 100 Block and throughout the rest of Town. The HPC and Planning Commission have reviewed the ordinance addressing these options and forwarded recommendations of approval with some modifications. That ordinance (Ordinance

20 - Series 2024) will be reviewed on first reading Tuesday, September 3, 2024 and second reading should be September 18, 2024.

In hopes of providing concrete answers for the owner of 151 Main Street, staff suggests that Ordinance 11 - Series 2024, the nomination and designation of 151 Main Street, should be continued to October 2, 2024, to allow time for Ordinance 20 - Series 2024 time to works its way through the process.

COMMUNITY INPUT:

Ongoing.

BUDGET / STAFF IMPACT: TBD

STRATEGIC PLAN ALIGNMENT:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT

ATTACHMENTS:

- None



To: Town Council
From: Madison Harris
Date: August 30, 2024
Agenda Item: Ordinance 12 - Series 2024 (First Reading) Continence of an Ordinance Amending the Town's Historic Register to Add 155 Main Street to October 2, 2024

REQUEST:

Continue the nomination to add 155 Main Street to the Town's Historic Register via Ordinance 12 - Series 2024 on First Reading to October 2, 2024.

INTRODUCTION:

Council initially took this Ordinance up at their June 5, 2024 regular meeting. They continued the first reading hearing to August 7, 2024, with a work session to take place on July 17, 2024 to discuss options to help give property owners certainty concerning historic preservation. It was again continued to September 3, 2024 in order to give staff time to bring an ordinance addressing the options through HPC, Planning Commission, and Council.

ANALYSIS:

At the June 5, 2024 meeting Council discussed balancing historic preservation, economic feasibility, and the utilization of property, particularly in the Town's downtown, commercial generating area. In response to this a work session was scheduled at the July 17, 2024 meeting.

During the work session staff brought forth nine different ideas for Council to discuss and give direction on. Staff was directed to bring back an ordinance addressing Options 1-7:

1. Option 1: Eliminate the requirement for two sets of design review guidelines
2. Option 2: Eliminating potentially redundant approval requirements
3. Option 3: Allow for historically designated structures in the downtown corridor to have the immediate ability to functions as short term rentals on all floors
4. Option 4: Encourage historic preservation reinvestment as part of the Downtown Development Authority Operations Plan
5. Option 5: Require a minimum of two nominators for a structure to be nominated for historic designation
6. Option 6: Create a process whereby property owners can determine if their structure would be historically designated without necessarily "supporting" such a designation
7. Option 7: Allow residential in the Downtown Character Area on the back 50% ground floor of historically designated commercial buildings to create live/work opportunities

Several of these options, should they be implemented, should provide additional flexibility and stability to individual property owners within the 100 Block and throughout the rest of Town. The HPC and Planning Commission have reviewed the ordinance addressing these options and forwarded recommendations of approval with some modifications. That ordinance (Ordinance

20 - Series 2024) will be reviewed on first reading Tuesday, September 3, 2024 and second reading should be September 18, 2024.

In hopes of providing concrete answers for the owner of 155 Main Street, staff suggests that Ordinance 12 - Series 2024, the nomination and designation of 155 Main Street, should be continued to October 2, 2024, to allow time for Ordinance 20 - Series 2024 time to works its way through the process.

COMMUNITY INPUT:

Ongoing.

BUDGET / STAFF IMPACT: TBD

STRATEGIC PLAN ALIGNMENT:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT

ATTACHMENTS:

- None



To: Mayor and Council
From: Jay Brunvand
Date: September 3, 2024
Agenda Item: Renewal Application for MT VINO Retail Sales Liquor License

REQUEST:

Staff is requesting Council to review and approve the attached annual renewal of a Retail Sales Liquor License for MT IMPORTS INC, dba MT VINO located at 23698 Hwy 24 Suite C1-4-B.

INTRODUCTION:

This establishment has an existing Retail Sales License and this is the annual renewal.

ANALYSIS:

Not Applicable

COMMUNITY INPUT:

Not Applicable

BUDGET / STAFF IMPACT:

The applicant has submitted the required fee of \$122.50.

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #4 the Town will advance decisions/projects/initiatives that expand future opportunity and viability for Minturn. Both as an employer and a sales tax contributor these businesses each help further Minturn.

RECOMMENDED ACTION OR PROPOSED MOTION:

This item is approved on the Consent Agenda, no separate motion is required.

ATTACHMENTS:

- Application and supporting documentation for the license renewal.

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

VINO
PO BOX 4115
Vail CO 81658

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	477.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.



Paid by check

Uploaded to MoveIt on Date



Paid Online

Licensee Name

M.T. IMPORTS, INC.

Doing Business As Name (DBA)

VINO

Liquor License Number

License Type

Retail Liquor Store (city)

Sales Tax License Number

Expiration Date

Due Date

09/18/2024

08/04/2024

Business Address

Street Address

23698 HWAY 24 SUITE C1-4-B

Phone Number

9708279091

City, State, ZIP Code

Minturn CO 81645

Mailing Address

Street Address

PO BOX 4115

City, State, ZIP Code

Vail CO 81658

Email

accounting@mtimportsinc.com

Operating Manager

Date of Birth

Marco Tonazzi

01-28-1961

Home Address

Street Address		Phone Number
2505 Rule Road		970-827-9091
City	State	ZIP Code
Eagle	CO	81631

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

April 2029 - auto- renew

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

2. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

3. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Meg Seminara

Title

Accounting Manager

Signature

Date (MM/DD/YY)

08-20-2024

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)



To: Mayor and Council

From: Jay Brunvand

Date: August 6, 2023

Agenda Item: Annual renewal of a Shop N Hop Fermented Malt Beverage Liquor License

REQUEST:

Staff is requesting Council to review and approve the attached annual renewal of a Fermented Malt Beverage-Off Premises Liquor License for The Shop N Hop located at 401 Main St.

INTRODUCTION:

This establishment has an existing Fermented Beverage-Off Premises License and this is the annual renewal.

ANALYSIS:

Not Applicable

COMMUNITY INPUT:

Not Applicable

BUDGET / STAFF IMPACT:

The applicant has submitted the required fee of \$53.75

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #4 the Town will advance decisions/projects/initiatives that expand future opportunity and viability for Minturn. Both as an employer and a sales tax contributor these businesses each help further Minturn.

RECOMMENDED ACTION OR PROPOSED MOTION:

This item is approved on the Consent Agenda, no separate motion is required.

ATTACHMENTS:

- Application and supporting documentation for the license renewal.

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

SHOP & HOP #12
P O BOX 866
EDWARDS CO 81632-
0866

Fees Due		Section 4, ItemK.
Annual Renewal Application Fee		\$
Renewal Fee		346.25
Storage Permit	\$100 X _____	\$
Sidewalk Service Area \$75.00		\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility		\$
Amount Due/Paid		\$ <u>346.25</u>

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

MARCUM TERRY S

Doing Business As Name (DBA)

SHOP & HOP #12

Liquor License Number

License Type

Fermented Malt Beverage and Wine (city)

Sales Tax License Number

Expiration Date

Due Date

11/01/2024

09/17/2024

Business Address

Street Address

401 MAIN STREET

Phone Number

9708279855

City, State, ZIP Code

Minturn CO 81645

Mailing Address

Street Address

P O BOX 866

City, State, ZIP Code

EDWARDS CO 81632-0866

Email

tmarcum.shopnhop@comcast.net

Operating Manager

Terry Marcum

Date of Birth

8-2-53

Home Address

Section 4, Item K.

Street Address

Phone Number

139 N. Penstemon Ln

970-471-1056

City

State

ZIP Code

Eagle

CO

81631

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented?

☒ Owned

*If rented, expiration date of lease

☐ Rented*

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

Section 4, Item K.

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?

☐ Yes ☒ No

If yes, attach a detailed explanation.

2. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?

☐ Yes ☒ No

If yes, attach a detailed explanation.

3. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?

☒ Yes ☐ No

If yes, attach a detailed explanation.

beer wine
shop & Hop #3 Adv. Co.
shop & Hop #11 Appsum. Co.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Tony Marcum

Title

Owner

Signature

[Redacted Signature]

Date (MM/DD/YY)

08/15/24

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

[Redacted Signature]

Title

[Redacted Title]

Attest

[Redacted Attest]

Signature

[Redacted Signature]

Date (MM/DD/YY)

[Redacted Date]

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Section 4, ItemK.

Tax Check Authorization, Waiver, and Request to Release Information

I, Terry Marcell

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Shops & Hops #3 LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

From: [Simon Dixon](#)
To: [Michelle Metteer](#)
Cc: [lynnfeiger@gmail.com](#); [Julia Dixon \(juliaandsimondixon@gmail.com\)](#)
Subject: LETTER TO MINTURN COUNCIL
Date: Thursday, August 29, 2024 9:12:11 AM

Dear Michelle - I attended the 7th Aug Council meeting and was particularly interested in the discussions on the Historic Commission's recommendations on two properties in the 100 block and the Core Transit presentation. Unfortunately, the delay owing to the power cut meant I had to leave before I could share some thoughts, hence this letter.

- Historic Buildings - I have been coming to Minturn since 1997, have owned a property (568 Taylor St) since 2008 and have seen many changes to the town - some better, some worse. With regards to preserving the character of Minturn, it seems to me that there is a spectrum of options, ranging from giving developers free rein at one end to not allowing *any* changes to buildings at the other. Hence, some of the options proposed by Town Staff could provide the necessary flexibility that will allow the essential look and feel of downtown Minturn to be preserved whilst still permitting needed investment. If applied to 151 and 155 Main St, this appears to mean that the fronts of the buildings and roof would need to be retained, but that the rear of the lot could be developed to provide accommodation - surely an acceptable compromise. People love living in and visiting Minturn because it is an attractive, sometimes quirky, historic mountain town, and not purpose-built like Avon or Edwards or Vail. However, the people who live here also need amenities and essential stores that they can walk to. It is possible to maintain the charming look and feel of Minturn, whilst developing behind the facades, as has been done in many towns and cities here and abroad.
- Core Transit - As both the Council and Core want to increase ridership to/from Minturn, I wonder if the following suggestion has merit: When Minturn North is completed, there will be many more potential riders. If a footbridge was constructed over the river into the Meadow Mountain Business Park, this would allow easy access to the existing, but currently little-used, bus stop on Highway 24 by the Business Park entrance. This would also have the additional benefit of increasing footfall for the businesses in the area, which many would find welcome. Many current residents on Taylor Street would also be pleased to have this.

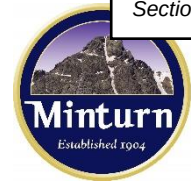
I would be grateful if the Council could take these thoughts/suggestions into account when next considering these issues.

Many thanks
 Simon Dixon (568 Taylor St)

Simon Dixon

e-mail: sidixonhome@gmail.com

Mobile: +44 7747 460856



To: Minturn Town Council
 From: Michelle Metteer
 Date: September 3, 2024
 RE: Town Manager Update

Master Meter House RFP

Following Resolution 09 – Series 2021, Procurement Policy and Procedures, the Town advertised the Request for Proposals (RFP) for the Master Meter House PRV installation from July 19, 2024, to August 23, 2024. Upon the deadline, no complete project submittals were received for consideration. Following Sec IV. Expenditure approval and Source Selection Requirements (i)(1), Waiver of Competitive Source Selection Requirements, due to no RFP submittals, the project will now be managed by John Volk on a time and materials basis not to exceed the projected estimated cost of \$300k.

International City Manager's Association (ICMA) Certified Manager Accreditation

I have been nominated by the credentialing committee for approval of the ICMA-CM. The nomination will now be reviewed by the ICMA Executive Board in November and approvals will be announced thereafter.

Boulder Street One Way

As a friendly reminder, Boulder St between Harrison Ave and Mann Ave is a one-way street heading north. Signage along the street is already plentiful, but just a friendly reminder that cyclists, children and dog walkers all utilize this street and to ensure everyone's safety, motorists need to please follow the rules of the road. Thank you!

First Friday

The Town is partnering with Minturn businesses to host First Fridays beginning this fall. The first one will be held on Friday, September 6th at the newly remodeled Eagle River Inn. "Whisky and Wine by the River" will run from 4-6pm, and will feature live music by Jen Mack, light snacks, and whisky tastings by Eagle River Whisky. Beer and wine will also be available.

Boneyard Open Space

Public Works will be removing dead and downed trees at the Boneyard Open Space in the coming weeks. Please be advised of safety precautions in the area and give room to crews as they remove and clean up debris. Thank you so much.

Liquor License Renewals

Through Colorado State Statute, liquor license renewals can be handled at an administrative level. If the Council is so inclined, a Resolution can be brought before the board for consideration of this direction.

High Five Media Board Representation

Just a reminder that the Council needs to appoint a member to the High Five Media Board.

Radar Feedback Signs

Two new illuminated signs will be installed along HWY 24 notifying drivers of their speed. These signs were donated by CDOT and will hopefully encourage vehicular traffic to slow down. Once sign is being installed at the S-curve near the entryway to downtown and the second is replacing the smaller illuminated signs near the Boneyard Open Space.

Notice

Basic Information

Reference Number	0000358150
Issuing Organization	Town of Minturn
Owner Organization	Minturn
Project Type	IFB - Invitation for Bid (Formal)
Project Number	10348601
Title	Meter House Improvements
Source ID	PU.AG.USA.2383564.C17883476
Piggyback Solicitation	No

Details

Location	Eagle County, Colorado
Job Location	Minturn, CO
Description	Installation of new piping and appurtenances to develop a new pressure zone for the Owner. The piping shall include removal and replacement of existing flow meter, new flow control valves, new bypass piping, and a new control panel with a PLC and radio equipment.

Dates

Publication	07/19/2024 11:17 AM CDT
Question Acceptance Deadline	08/14/2024 06:00 PM CDT
Questions are submitted online	Yes
Bid Intent	Not Available
Closing Date	08/23/2024 04:00 PM CDT

Contact Information

Jarod Limke
3033186287
jarod.limke@hdrinc.com

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	Lump sum
Pricing	Lump sum
Bid Documents List	

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	No	No

Documents

Documents

Document	Size	Uploaded Date	Language
240711_Minturn_MeterHouse_Dwgs_IFB.pdf [pdf]	7 Mb	07/19/2024 11:08 AM CDT	English
240711_Minturn_MeterHouse_Specifications_IFB.pdf [pdf]	5 Mb	07/19/2024 11:08 AM CDT	English

Categories

Selected Categories

NIGP Category (1)	
890	WATER SUPPLY, GROUNDWATER, SEWAGE TREATMENT, AND RELATED EQUIPMENT (NOT FOR AIR CONDITIONING, STEAM BOILER, OR LABORATORY REAGENT WATER)
89000	WATER SUPPLY, GROUNDWATER, SEWAGE TREATMENT, AND RELATED EQUIPMENT (NOT FOR AIR CONDITIONING, STEAM BOILER, OR LABORATORY REAGENT WATER)

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Courtesy Email

Sent using email addresses

ahunley@filanc.com;cole.philips@moltzconstruction.com;jheimbuck@garney.com;rw@gcci.com;sjaavernick@henselphelps.com

Plan Holders List

Plan Holders List

Organization Name	Main Contact	Download Date	City	Province/State
Browns Hill Engineering and Controls LLC	Josh Johnson	08/12/2024 11:58 AM CDT	Littleton	Colorado
Benton Plumbing	Thomas Benton	07/30/2024 01:16 PM CDT	Atlanta	Georgia
Universal Industrial Sales	Milo Petersen	07/25/2024 02:31 PM CDT	Lindon	Utah
Rocky Mountain Valves and Automation	jonathan trolin	07/25/2024 08:43 AM CDT	Salt Lake	Utah
Metron-Farnier, LLC	Mike Walley	07/24/2024 03:07 PM CDT	Boulder	Colorado
Grand Junction Winwaterworks Company	Casey Kenney	07/24/2024 11:18 AM CDT	Grand Junction	Colorado
Legacy Fence Company	Ian Sandoval	07/23/2024 03:04 PM CDT	Denver	Colorado
Gov Solution Corp	Gov Solutions	07/23/2024 07:12 AM CDT	Los Angeles	California
Construction Bid Source	Angela R	07/22/2024 01:18 PM CDT	Holly Springs	North Carolina
Velocity Constructors, Inc.	John Swain	07/22/2024 11:34 AM CDT	Denver	Colorado
Whittaker Brothers	Roland Whittaker	07/22/2024 10:22 AM CDT	New York	New York
June Engineering & Planning, LLC.	Alex Stelzer	07/21/2024 11:52 PM CDT	Northglenn	Colorado
Construction Journal	Construction Journal	07/21/2024 11:03 PM CDT	Stuart	Florida
Everlast Concrete Work	Randy Quezada	07/20/2024 05:39 PM CDT	Westminster	Colorado
Blue Sky Electric	Connor Wakely	07/19/2024 11:19 PM CDT	thornton	Colorado
Lakeshore Learning Materials, LLC	Eunice Peterson	07/19/2024 04:28 PM CDT	Carson	California
Glacier Construction Co., Inc.	Randy Wambsganss	07/19/2024 02:28 PM CDT	Centennial	Colorado
CGRS, Inc.	Tim Goodrich	07/19/2024 01:35 PM CDT	Fort Collins	Colorado
North America Procurement Council, Inc. PBC	Tim Loncarich	07/19/2024 01:05 PM CDT	Grand Junction	Colorado
McCoy Service	Amanda Chavez	07/19/2024 12:26 PM CDT	Golden	Colorado
Direct Discharge Consulting	David Lewis	07/19/2024 11:25 AM CDT	Loveland	Colorado

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

Aspen
0133 Prospector Rd.
Suite 4102J
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

[*Direct Mail to Glenwood Springs](#)

DATE: August 29, 2024

TO: Minturn Mayor and Council

FROM: Karp Neu Hanlon, P.C.

RE: Amicus Brief in Seven County Infrastructure Coalition v. Eagle County

On June 24 the U.S. Supreme Court granted *certiorari* in the case styled *Seven County Infrastructure Coalition v. Eagle County, Colorado*, Docket No. 23-975, on appeal from the D.C. Circuit Court of Appeals. The case arises from the Surface Transportation Board's (STB) approval of the Uinta Basin Railway proposed in Utah for the purpose of exporting waxy crude oil to refineries on the Gulf Coast. The question presented in the petition is whether the National Environmental Policy Act (NEPA) requires an agency to study environmental impacts beyond the proximate effects of the action over which the agency has regulatory authority. Minturn joined other Colorado local governments in the D.C. Circuit case as *amicus curiae* by raising important issues under NEPA – such as oil spills and wildfire risks from increased oil train traffic through Colorado – that the STB had omitted from its analysis. The D.C. Circuit agreed with these arguments as well as those forwarded by environmental groups that the STB should have analyzed greenhouse gas emissions from the refineries where the Uinta Basin waxy crude would be processed, much further afield and attenuated than possible impacts in Colorado.

There are two separate issues at play in this case revolving around the proximity of potential environmental effects. Further attenuated are the effects from refining and transporting oil in the Gulf Coast states where refineries suitable for heavy crude are located. But more proximate are the potential effects that Eagle County and other Colorado local governments alleged such as oil spills and wildfire risks. The latter precedent is of greater interest to local governments in western Colorado that tend to be surrounded by federal lands and have linear features such as rivers and rail lines that can be impacted by actions occurring hundreds of miles away.

To that end, the City of Glenwood Springs has retained Eubanks & Associates, PLLC (the same firm that wrote the D.C. Circuit brief) to represent the City and other *amici* before the Supreme Court. The brief drafters are NEPA experts who have requisite experience at Supreme Court level. The purpose of this brief would be to explain in practical terms, with examples of how local governments engage in NEPA proceedings, the importance of keeping such tools providing for indirect effect analysis available.

FY 2024 BUDGET SCHEDULE

Section 9, Item C.

2023 DATE	DESCRIPTION	NOTES	TO DO
APRIL THROUGH AUGUST 2023	STAFF REVIEW AND PREPARATION	REVIEW BUDGET AND FIELD QUESTIONS FROM STAFF AS NECESSARY. STAFF WILL HAVE OPPORTUNITY TO SUPPLY INPUT ON BOTH THEIR BUDGET AND CIP NEEDS	
SEPTEMBER 2023	DISCUSSION ITEMS OR MANAGER'S REPORT AS NEEDED	Discuss Preliminary Budget concerns and receive direction from Council as needed.	Sept 20 set for Budget work session with Council to review Special Projects and Water Matters
10/4/2023	COUNCIL MEETING	REVIEW BUDGET HIGHLIGHTS AND FIELD QUESTIONS FROM COUNCIL AS NECESSARY COUNCIL WILL FORMALLY ACCEPT THE BUDGET AS REQUIRED BY C.R.S 29-1-106(1) This will be a time for Council comments and Direction as well.	Council to receive Preliminary electronic Budget by October 1 AFTER MEETING POST AND PUBLISH IN NEWSPAPER THE "NOTICE OF BUDGET"
10/18/2023	COUNCIL MEETING	REVIEW BUDGET AND SPECIAL PROJECTS TO GAIN BUDGET INPUT AND DIRECTION FROM COUNCIL	
11/1/2023	COUNCIL MEETING	PUBLIC HEARING ON THE PROPOSED BUDGET AS ACCEPTED ON OCTOBER 3RD (ONLY ONE PUBLIC HEARING SCHEDULED)	
11/15/2023	COUNCIL MEETING	1ST READING OF BUDGET ORDINANCES: - BUDGET ADOPTION ON FIRST READING - MILL LEVY ADOPTION ON FIRST READING - FY 2023 SUPPLEMENTAL APPROPRIATION ON FIRST READING - TOWN FEE ADOPTION ON FIRST READING	PUBLISH ORDINANCES BY TITLE ONLY (FIRST READING) IN NEWSPAPER
12/6/2023	COUNCIL MEETING	2ND READING OF BUDGET ORDINANCES: - BUDGET ADOPTION ON FINAL READING - MILL LEVY ADOPTION ON FINAL READING - FY 2023 SUPPLEMENTAL APPROPRIATION ON FINAL READING - TOWN FEE ADOPTION ON FIRST READING	PUBLISH ORDINANCES BY TITLE ONLY (SECOND READING) IN NEWSPAPER

To: Mayor and Town Council
 From: Michelle Metteer
 Date: September 3, 2024
 Agenda Item: Bulb Outs



REQUEST:

Council to facilitate a community discussion covering the topic of the newly installed, temporary bulb outs on Main Street and provide directions to staff as appropriate.

INTRODUCTION:

Minturn residents and businesses have been requesting slower driving speeds on Main Street/HWY 24 for quite some time. As the years have passed, motorists utilizing Main St/HWY 24, especially commuters from nearby communities have increased. Along with the concerns about speeds on Main Street, have been difficulties for drivers to have a safe line of sight when attempting to pull onto Main Street from any of Minturn's side streets. With parked cars lining Main Street, seeing oncoming traffic can be difficult and Minturn is fortunate more accidents have not occurred. Similarly, with the limited line of sight, it is difficult for motorists on Main Street to see pedestrians and cyclists standing at intersections waiting to cross the road.

These ongoing issues arose as part of the town's master plan update as well as feedback received in the 2024 Community Survey. Imagine Minturn, Minturn's updated master plan, thus provided a recommendation to install bulb outs at the primary intersections of Main Street to increase safety for all roadway users.

ANALYSIS:

Bulb outs are curb extensions, and a traffic calming measure (slower driving speeds) used to improve the safety of all modes of transportation that share a section of the road. Safety benefits of bulb outs include:

Pedestrians

- Shorter crossing distances
- Decrease in time exposed to vehicular traffic
- High visibility of pedestrians a corner
- Larger refuge space when waiting to cross

Cyclists:

- Elimination of gap between cars and concrete corner where bicyclists would be confined
- Greater visibility to drivers
- Increased sightlines of oncoming traffic when turning onto the corridor
- Decreased vehicle speeds in bike/vehicle conflict zones

Drivers

- Speed moderation
- Protection of parked cars on side streets from vehicles turning
- Increased sightlines of oncoming traffic when turning onto the corridor

Bulb outs meet the goal of reducing traffic speeds and increasing safety for all stakeholder groups, however; as was stated in a recent e-blast to the community, Minturn's bulb outs are larger/longer than initially anticipated due to CDOT requirements. Which has reduced the parking available in certain areas on Main Street.

Minturn's desires for community safety through traffic calming measures will look to be balanced with the need for on-street parking. Of primary interest is on-street parking for businesses. Residents are required to utilize available garage space for parking and although much of the time residents utilize their garages for other purposes, in theory, per the code, this should be used for vehicles.

The temporary bulb outs have forced the discussion for the Council and the community to determine the value of resident safety weighted with the need for businesses to provide parking. Minturn's businesses are highly valued. The benefits of local businesses include but are not limited to:

Businesses

- Activating space / gathering areas
- Community vibrancy
- Job creation
- Economic growth/tourism economy
- Increased tax base
- Entrepreneurship
- Contribute to the community character

Through a community conversation solutions will be sought that value resident safety but minimize losing business parking spaces.

COMMUNITY INPUT: The bulb outs have been discussed in multiple Council meetings over the past year. The project has also been included in town newsletters, e-blasts, a dedicated page on the town's website and a flyer posted on every door as part of the spring door hanger campaign. – Community input is greatly appreciated.

BUDGET / STAFF IMPACT: Tbd

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #1 Practice fair, transparent and communicative local government.

RECOMMENDED ACTION OR PROPOSED MOTION: Council to provide staff direction as determined through the community discussion.

ATTACHMENTS

- A presentation will be provided at the Council meeting

From: [Susan Morrison](#)
To: [Michelle Metteer](#)
Subject: Please share with town council
Date: Monday, August 26, 2024 6:24:25 PM

Minturn Town Council,

I am reaching out with concerns regarding the new curb extensions throughout town. While I realize that there may be a need for additional sight lines on some intersections, the extended amount seems excessive. Did the town explore other options that do not have such an impact on businesses and residents? Could reducing the speed limit or enforcing the current speed limit be looked at as an alternative measure for pedestrian safety? Could you have slightly increased the bulb out with less impact and added lighted crosswalks to busy areas similar to beginning of town? Given that parking is a significant issue in our town, removing valuable spaces for the few businesses that we have bringing customers to Minturn seems counterproductive to our need for businesses in town. What measures have been discussed or implemented to support the current local businesses(and residents) affected by the reduced parking, as well as space to receive deliveries? How many parking spaces were eliminated for this project? Has there been an increase in traffic accidents that has attributed to the need for these extensive bulb outs? Can you direct me to the dates where these discussions are located in the minutes as well as resident input gathered by council?

The current white delineators significantly impact Minturn's unique character, taking away from its charm and do not create a welcoming atmosphere to town. Their presence goes beyond just being completely out of place. If these extensive bulb outs are required then what will be the permanent solution be to these delineators? Is the plan to remove them in the winter and replace in the summer?

While I realize the Council's goal is to improve safety which is important to all residents it may be necessary to look into potential alternatives that don't have significant impact on parking that affects businesses and residents as well as a solution that better aligns with Minturn's character.

I look forward to hearing form you,

Susan Morrison
272 Main Street

From: [Lauren Gotthelf](#)
To: [Michelle Metteer](#)
Subject: Re: White Poles / Bulb Outs / Curb Extensions in Minturn
Date: Wednesday, August 28, 2024 6:58:53 PM

I think the bulb outs are a great idea. It's incredibly irritating that people had no idea until they showed up and are now choosing to argue about it. For me this is enhanced safety which we really need on Main St and I fully support it!

On Wed, Aug 28, 2024, 4:25 PM Town of Minturn <manager@minturn.org> wrote:

[View this email in your browser](#)



White Poles / Bulb Outs / Curb Extensions on Main Street A Message from the Town Manager

Although the Town has been publicly noticing the Main Street Safety Project for the past year, like many things, people are busy and don't always have the time to pay attention until it is right in front of them. This seems to be the case with the installation of the temporary bulb outs on Main Street, but rest assured, there is still time to discuss.

A bulb out is a traffic calming measure that extends into the parking lane to narrow the street and provide additional visibility at key locations. The new (temporary) bulb outs were added along Main Street based on feedback from residents during the updating of the town's Master Plan, [Imagine Minturn](#) and the [2024 Minturn Community Survey](#). Residents living on side streets had trouble seeing around parked cars when turning onto Main Street, so many requested increased visibility.

When the town announced the safety improvements via emails, the town website, the monthly newsletter and spring door hangers, residents asked for an extra intersection to be added. You can find the bulb outs plan on the [town's website](#).

[The bulb outs you see now](#) look different from the Imagine Minturn designs because

From: [Sherri Wilson](#)
To: [Council](#)
Subject: Bulb Outs
Date: Wednesday, August 28, 2024 6:26:34 PM

These are very necessary but very ugly. No one cares about the yellow lines on the curb and will park where they want. They know there is no consequence, as we don't have police in town at all hours. With the amount of new homes being built in town, I think it may be time to hire a full time officer or officers.

On another subject, the one way on Boulder, I also think it is time to reevaluate Boulder being one way. I tell people they are going the wrong way, and one guy said "Yah, I know, but who cares?" Yesterday I watched Steammaster going the wrong way. They obviously know they are wrong, but again, don't care. Maybe we should go back to a two way street with a stop sign at Boulder and Meek. The white arrows don't help. Someone is really going to get hurt when people blow through the intersection without even slowing down.

Thanks for all you do,

Sherri Wilson
76 Meek Ave.

From: [Abby Loucks](#)
To: [Council](#)
Subject: Fwd: White Poles / Bulb Outs / Curb Extensions in Minturn
Date: Wednesday, August 28, 2024 4:47:22 PM

Hello!

Thanks for the email. Abby Loucks, resident of Minturn at 653 Boulder Street. I won't be able to make the meeting, but here are my comments:

I am not at all opposed to the bulb outs - I think they do provide good visibility when turning onto Main Street. My husband and I requested the one at Mann and Main, although we thought it was just an extension of the yellow paint on the curb. As acknowledged in Michelle's email, they are definitely longer than anticipated (or than I think is needed). So I have a few questions: Is there any leeway with CDOT's regulations? Can we do it just as an extension of the yellow paint on the curb? Do the bulbouts have to have the white poles, and do the white poles have to come out so far?

I'd say my biggest issue is with the poles. They protrude closer to the street than a parked car would. I bike to work every day (to the Minturn Business park) and I have to ride farther into the center of the street because of the white poles. Even though cars are legally supposed to give 3 feet to cyclists, we all know they don't - so this leads to a scary ride home. Previously, I would use those areas to duck to the side, slow down, and allow for more space for traffic to pass me. Last, the poles look ugly - everyone I know who has been to Minturn has asked about them, and said how it's not very welcoming.

I hope there is a way to make this work so that we can still increase visibility and safety when turning onto Main Street, while accommodating the parking needs of local businesses, and creating a welcoming environment for visitors to Minturn.

Please let me know if there is any other input I can provide to help the conversation.

Thank you!

abby

----- Forwarded message -----

From: **Town of Minturn** <manager@minturn.org>
 Date: Wed, Aug 28, 2024 at 4:25 PM
 Subject: White Poles / Bulb Outs / Curb Extensions in Minturn
 To: <abbyloucks@gmail.com>

[View this email in your browser](#)

From: [TRACY ANDERSEN](#)
To: [Council](#)
Subject: Bulb Outs
Date: Wednesday, August 28, 2024 9:57:56 PM

Hello,

I am grateful for the "bulb outs" and hope that they achieve the intended consequence of slowing down traffic. I am especially glad about the one on the west side of Main, on the corner of Harrison and Main. Leaving the post office via Harrison, approaching Main Street, could be dangerous if someone who was heading south on Main, but then opted to get gas and suddenly cut through Harrison. I have had a couple of close calls there and hopefully, this will help.

I really think we will need more law enforcement presence in Minturn when the new developments are built, due to all the new influx of traffic and speeding and J-walkers and people who refuse to stop before they head out onto Main Street from side streets (that last one is out of control!). The bulb outs will not reform all the bad behaviors!

Thank You,
Tracy Andersen

From: [Jay Mechling](#)
To: [Michelle Metteer](#)
Subject: Re: White Poles / Bulb Outs / Curb Extensions in Minturn
Date: Wednesday, August 28, 2024 7:24:13 PM

Thank you for the explanation and your well written email.

I am guessing your phone has been ringing off the hook since the installation of those barriers.

I completely understand the concept to provide better visibility for drivers turning from the side streets. But in my opinion those things look somewhere between unsightly and absolutely horrible. They take away from our small town ambiance and vibe. They are way too large and eye catching.

Questions I asked myself were:

1. How will snow removal work around those in the winter?
2. Why are they so darn tall?
3. Couldn't they just paint lines and then ticket people who disobey the law?
4. Who came up with the size? (Your email informed me that it was CDOT)
5. Couldn't they just curb those areas?

Anyway... I'm not a fan.

Lastly, I'm grateful that they are "temporary" and that residents will have some input at the next council meeting.

I'll plan on attending.

Best regards,
 Jay Mechling
 654 Main St
 Minturn, CO

On Aug 28, 2024, at 4:25 PM, Town of Minturn <manager@minturn.org> wrote:

[View this email in your browser](#)



White Poles / Bulb Outs / Curb Extensions on Main Street A Message from the Town Manager

Although the Town has been publicly noticing the Main Street Safety Project for the past year, like many things, people are busy and don't always have the time to pay attention until it is right in front of them. This seems to be the case with the installation of the temporary bulb outs on Main Street, but rest assured, there is still time to discuss. A bulb out is a traffic calming measure that extends into the parking lane to narrow the street and provide additional visibility at key locations. The new (temporary) bulb outs

were added along Main Street based on feedback from residents during the updating of the town's Master Plan, [Imagine Minturn](#) and the [2024 Minturn Community Survey](#). Residents living on side streets had trouble seeing around parked cars when turning onto Main Street, so many requested increased visibility.

When the town announced the safety improvements via emails, the town website, the monthly newsletter and spring door hangers, residents asked for an extra intersection to be added. You can find the bulb outs plan on the [town's website](#).

The bulb outs you see now look different from the Imagine Minturn designs because of the Colorado Department of Transportation (CDOT) requirements. Main Street is a US HWY, and regulated by CDOT, so the town had to follow their regulations, leading to longer bulb outs than originally planned.

In 2018, due to space constraints, the Town Council had to choose between a parking lane or a bike lane for the new sidewalks project, and the Council opted for parking. The Council understands the need for parking. The temporary bulb outs are a way to test how they impact Main Street traffic speeds, visibility and parking without committing to the concept. Like most small communities, the Council is looking for a balance and now is still a great time to provide your comments.

Bulb outs will be discussed at the Town Council meeting on Tuesday, September 3rd. Again, the Council values feedback from businesses and residents, so please send comments to council@minturn.org or attend the meeting in person.

For questions you can call me at 970-445-2418. Thanks for being engaged community members. Minturn looks forward to continuing this discussion and finding what works best for the community.

Michelle Metteer
Town Manager

Questions?

For questions, please contact Town Manager Michelle Metteer at 970-445-2418, or via email at manager@minturn.org



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From: [George Brodin](#)
To: [Michelle Metteer](#)
Subject: Re: White Poles / Bulb Outs / Curb Extensions in Minturn
Date: Wednesday, August 28, 2024 6:34:02 PM

Hi Michelle,
 Thank you for the bulb outs. I fully support the steps taken and look forward to seeing their acceptance once the, "what in the world is going on NEW wears off."
 Best Regards
 George
 You rock!
 Sent from my iPad

On Aug 28, 2024, at 4:43 PM, Town of Minturn <manager@minturn.org> wrote:

[View this email in your browser](#)



White Poles / Bulb Outs / Curb Extensions on Main Street A Message from the Town Manager

Although the Town has been publicly noticing the Main Street Safety Project for the past year, like many things, people are busy and don't always have the time to pay attention until it is right in front of them. This seems to be the case with the installation of the temporary bulb outs on Main Street, but rest assured, there is still time to discuss.

A bulb out is a traffic calming measure that extends into the parking lane to narrow the street and provide additional visibility at key locations. The new (temporary) bulb outs were added along Main Street based on feedback from residents during the updating of the town's Master Plan, [Imagine Minturn](#) and the [2024 Minturn Community Survey](#). Residents living on side streets had trouble seeing around parked cars when turning onto Main Street, so many requested increased visibility.

When the town announced the safety improvements via emails, the town website, the monthly newsletter and spring door hangers, residents asked for an extra intersection to be added. You can find the bulb outs plan on the [town's website](#).

To: Mayor and Town Council
 From: Michelle Metteer
 Date: September 3, 2024
 Agenda Item: Membrane Water Treatment Plant 30% Design & Cost Estimates



REQUEST:

Council to review 30% design drawing materials provided by HDR, WTP construction cost estimates provided by Glacier Construction and an updated water rate analysis by James Mann. Upon review and discussion, and prior to providing any direction, staff requests time to seek any additional funding sources toward offsetting the cost of a water treatment plant.

INTRODUCTION:

This project has been ongoing since the Water Infrastructure Capital Improvement Plan was approved in 2019. Delays have centered primarily around cost concerns. The most recent cost estimate, included in the packet, is based on a 30% design drawing created by HDR with the extensive consultation of Minturn water treatment plant operator, John Volk. The 30% design took a “reuse whatever we can approach” with the goal of minimizing costs wherever possible. John Volk, Jarod Limke, James Mann and Glacier Construction will all be available to answer questions.

ANALYSIS:

The 30% design package included with this packet is the most detailed work thus far and is accompanied by an estimate provided by a water treatment plant construction company, providing a high level of assurance this estimated cost is accurate.

With the estimated cost of the water treatment plant at \$12M-\$14M, I provided directions to James Mann to base a water rate analysis on a worst-case scenario cost of \$14M. Additionally, I directed the option of a “Senior’s Program” to be included in the water rate analysis which ensures any Minturn senior citizens who have lived in their homes for at least 20-years and meet the 100% AMI criteria, will not be subject to any water rate increases stemming from the construction of a new WTP.

Most of the analysis will be discussed the evening of the Council meeting. The consultants continue to reiterate their recommendation for a membrane water treatment plant. John Volk has been recommending a membrane water treatment plant since 2012. None of the experts believe the rehabilitation of the slow sand filters is a wise use of funds, either for an intermediate or long-term option.

Costly infrastructure is almost always a difficult conversation. We see this occurring throughout our region with the Town of Gypsum most recently bonding for \$90M toward a wastewater treatment plant. People don’t enjoy making costly improvements to their home and this project is similar for a town. The request is for a building that the public will almost never see, but for a product, water, that is necessary to sustain a community. It’s not sexy, but it’s vital.

Staff strongly encourages the Council to support moving forward with the construction of a membrane water treatment plant. For this recommendation to have the best opportunity of

success, and to ensure the Town has done everything to keep water rates as low as possible, we further request time to review any remaining cost-saving measures available, including, pending a settlement, the opportunity to discuss WTP cost share options with Battle Mountain.

COMMUNITY INPUT: Water infrastructure and affordability was one of the top five issues/priorities or problems identified in the 2024 Community Survey, that Minturn needs to address in the next two to three years (2024 Minturn Community Survey, pg. 6). Community input remains critical to this infrastructure conversation and subsequent solutions.

BUDGET / STAFF IMPACT:

TbD

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #4 the Town will advance decisions/projects/initiatives that expand future opportunity and viability for Minturn.

RECOMMENDED ACTION OR PROPOSED MOTION: Provide direction for staff to seek all remaining cost reduction possibilities available, including WTP cost share opportunities.

Attachments:

- WTP Opinion Probable Construction Cost
- WTP 30% Design Drawings
- Water Rate Analysis Memo

Section 11, ItemB.

			12.50%	1.00%	0.1500%	0.000%	0.000%	0.300%	0.300%	
		\$ 10,242,477.91	\$ 1,463,211.13	\$ 118,418.71	\$ 17,762.81	\$ -	\$ -	\$ 30,727.43	\$ 30,727.43	\$ 11,903,325.41
BID ITEM DESCRIPTION	QUANTITY	ESTIMATED COST	OH&P	BONDS	BLDR RISK	BLDG PERMIT	EXCISE TAX	PROCORE	WARR WORK	EXTENDED PRICE
01 - General Conditions	1	\$ 810,341.32	\$ 115,763.05	\$ 9,368.78	\$ 1,405.32	\$ -	\$ -	\$ 2,431.02	\$ 2,431.02	\$ 941,740.51
02 - Existing Conditions	1	\$ 58,501.31	\$ 8,357.33	\$ 676.36	\$ 101.45	\$ -	\$ -	\$ 175.50	\$ 175.50	\$ 67,987.47
03 - Concrete	1	\$ 562,071.51	\$ 80,295.93	\$ 6,498.41	\$ 974.76	\$ -	\$ -	\$ 1,686.21	\$ 1,686.21	\$ 653,213.04
04 - Masonry	1	\$ 177,390.94	\$ 25,341.56	\$ 2,050.91	\$ 307.64	\$ -	\$ -	\$ 532.17	\$ 532.17	\$ 206,155.39
05 - Metals	1	\$ 40,964.10	\$ 5,852.01	\$ 473.61	\$ 71.04	\$ -	\$ -	\$ 122.89	\$ 122.89	\$ 47,606.55
06 - Woods and Plastics	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07 - Thermal and Moisture	1	\$ 31,264.12	\$ 4,466.30	\$ 361.46	\$ 54.22	\$ -	\$ -	\$ 93.79	\$ 93.79	\$ 36,333.69
08 - Openings	1	\$ 110,958.52	\$ 15,851.22	\$ 1,282.85	\$ 192.43	\$ -	\$ -	\$ 332.88	\$ 332.88	\$ 128,950.76
09 - Finishes	1	\$ 126,261.78	\$ 18,037.40	\$ 1,459.78	\$ 218.97	\$ -	\$ -	\$ 378.79	\$ 378.79	\$ 146,735.49
10 - Specialties	1	\$ 4,813.83	\$ 687.69	\$ 55.66	\$ 8.35	\$ -	\$ -	\$ 14.44	\$ 14.44	\$ 5,594.41
12 - Furnishings	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 - Special Construction	1	\$ 871,615.89	\$ 124,516.56	\$ 10,077.21	\$ 1,511.58	\$ -	\$ -	\$ 2,614.85	\$ 2,614.85	\$ 1,012,950.94
21 - Fire Suppression	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22 - Plumbing	1	\$ 418,222.00	\$ 59,746.00	\$ 4,835.29	\$ 725.29	\$ -	\$ -	\$ 1,254.67	\$ 1,254.67	\$ 486,037.91
23 - HVAC	1	\$ 306,000.00	\$ 43,714.29	\$ 3,537.83	\$ 530.67	\$ -	\$ -	\$ 918.00	\$ 918.00	\$ 355,618.79
26 - Electrical	1	\$ 3,129,963.03	\$ 447,137.58	\$ 36,187.16	\$ 5,428.07	\$ -	\$ -	\$ 9,389.89	\$ 9,389.89	\$ 3,637,495.62
31 - Earthwork	1	\$ 1,042,132.45	\$ 148,876.06	\$ 12,048.64	\$ 1,807.30	\$ -	\$ -	\$ 3,126.40	\$ 3,126.40	\$ 1,211,117.25
32 - Exterior Improvments	1	\$ 62,636.49	\$ 8,948.07	\$ 724.17	\$ 108.63	\$ -	\$ -	\$ 187.91	\$ 187.91	\$ 72,793.18
33 - Utilites	1	\$ 408,692.75	\$ 58,384.68	\$ 4,725.11	\$ 708.77	\$ -	\$ -	\$ 1,226.08	\$ 1,226.08	\$ 474,963.46
35 - Waterways & Marine	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40 - Process Piping	1	\$ 390,799.39	\$ 55,828.48	\$ 4,518.24	\$ 677.74	\$ -	\$ -	\$ 1,172.40	\$ 1,172.40	\$ 454,168.65
41 - Material Processing & Handling Equip	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43 - Process Gas & Liquid Handling, Purification, Stora	1	\$ 322,152.97	\$ 46,021.85	\$ 3,724.58	\$ 558.69	\$ -	\$ -	\$ 966.46	\$ 966.46	\$ 374,391.01
46 - Water & Wastewater Equipment	1	\$ 1,367,695.50	\$ 195,385.07	\$ 15,812.65	\$ 2,371.90	\$ -	\$ -	\$ 4,103.09	\$ 4,103.09	\$ 1,589,471.30

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
1	BE	01 - General Conditions	PM/PE	01 - General Requirements	PROJECT MANAGER	HR	1200				100.47		\$ -	\$ -	\$ -	\$ -	\$ 120,566	\$ 120,566
2	BE	01 - General Conditions	PM/PE	01 - General Requirements	PROJECT ENGINEER	HR	1200				85.27		\$ -	\$ -	\$ -	\$ -	\$ 102,323	\$ 102,323
3	BE	01 - General Conditions	Supervision	01 - General Requirements	GENERAL SUPERVISION	HR	2400				115.01		\$ -	\$ -	\$ -	\$ -	\$ 276,034	\$ 276,034
4	BE	01 - General Conditions	Supervision	01 - General Requirements	CELL PHONES SUPT'S X MO's	EA	14		25.00		80.00		\$ -	\$ -	\$ 350	\$ -	\$ 1,120	\$ 1,470
5	BE	01 - General Conditions	Supervision	01 - General Requirements	PICKUPS	MO	14		850.00				\$ -	\$ -	\$ 11,900	\$ -	\$ -	\$ 11,900
6	BE	01 - General Conditions	Supervision	01 - General Requirements	PICKUP FUEL	WK	60		150.00				\$ -	\$ -	\$ 9,000	\$ -	\$ -	\$ 9,000
7	BE	01 - General Conditions	Supervision	01 - General Requirements	PROJECT COORDINATOR - CERTIFIED PAYROLL REPORTING	HR	480				45.50		\$ -	\$ -	\$ -	\$ -	\$ 21,840	\$ 21,840
8	BE	01 - General Conditions	Office & Furnishings	01 - General Requirements	COMPUTER EQUIPMENT	MO	14		75.00				\$ -	\$ -	\$ 1,050	\$ -	\$ -	\$ 1,050
9	BE	01 - General Conditions	Office & Furnishings	01 - General Requirements	FIELD OFFICE CONSUMABLES	WK	60	20.00					\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ 1,200
10	BE	01 - General Conditions	Office & Furnishings	01 - General Requirements	OFFICE TRAILERS	MO	14	50.00			4000.00	28.00	\$ 1,999	\$ 700	\$ -	\$ -	\$ 56,000	\$ 58,699
11	BE	01 - General Conditions	Office & Furnishings	01 - General Requirements	OFFICE WATER COOLER	MO	14				125.00		\$ -	\$ -	\$ -	\$ -	\$ 1,750	\$ 1,750
12	BE	01 - General Conditions	Office & Furnishings	01 - General Requirements	POSTAGE AND OVERNIGHT	WK	60	25.00					\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
13	BE	01 - General Conditions	Office & Furnishings	01 - General Requirements	TOOL TRAILERS	MO	14		2000.00				\$ -	\$ -	\$ 28,000	\$ -	\$ -	\$ 28,000
14	BE	01 - General Conditions	Temp. Utilities	01 - General Requirements	INTERNET HOT SPOT	MO	14				90.00		\$ -	\$ -	\$ -	\$ -	\$ 1,260	\$ 1,260
15	BE	01 - General Conditions	Temp. Utilities	01 - General Requirements	TEMP POWER (HOOKUP)	LS	1			2000.00			\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000
16	BE	01 - General Conditions	Temp. Utilities	01 - General Requirements	TEMP POWER (Mnthly Charges)	MO	14				500.00		\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ 7,000
17	BE	01 - General Conditions	Travel	01 - General Requirements	SUPT PER DIEM	MO	14				3000.00		\$ -	\$ -	\$ -	\$ -	\$ 42,000	\$ 42,000
18	BE	01 - General Conditions	Safety/Security	01 - General Requirements	TRAFFIC CONTROL	WK	4	50.00	150.00	250.00		32.00	\$ 2,285	\$ 200	\$ 600	\$ 1,000	\$ -	\$ 4,085
19	BE	01 - General Conditions	Safety/Security	01 - General Requirements	PROJECT SPECIFIC TRAINIING	HR	210			7.00	1.00	210.00	\$ 14,996	\$ -	\$ -	\$ 1,470	\$ 210	\$ 16,676
20	BE	01 - General Conditions	Safety/Security	01 - General Requirements	ONSITE SAFETY ORIENTATION	HR	210					210.00	\$ 14,996	\$ -	\$ -	\$ -	\$ -	\$ 14,996
21	BE	01 - General Conditions	Fire Control	01 - General Requirements	FIRE EXTINGUISHERS	EA	8	100.00				8.00	\$ 571	\$ 800	\$ -	\$ -	\$ -	\$ 1,371
22	BE	01 - General Conditions	Photos/Videos	01 - General Requirements	INTERNAL PHOTOGRAPHS	MO	14	30.00			20.00	28.00	\$ 1,999	\$ 420	\$ -	\$ -	\$ 280	\$ 2,699
23	BE	01 - General Conditions	Driver	01 - General Requirements	RUNNER/WAREHOUSEMAN	HR	240		20.00		5.00	240.00	\$ 17,138	\$ -	\$ 4,800	\$ -	\$ 1,200	\$ 23,138
24	BE	01 - General Conditions	Site	01 - General Requirements	DUMPSTER	EA	16				600.00		\$ -	\$ -	\$ -	\$ -	\$ 9,600	\$ 9,600
25	BE	01 - General Conditions	Site	01 - General Requirements	FINAL CLEANING	HR	16	2.00				16.00	\$ 1,143	\$ 32	\$ -	\$ -	\$ -	\$ 1,175
26	BE	01 - General Conditions	Site	01 - General Requirements	SANOLET EXPENSE	MO	22			150.00	75.00		\$ -	\$ -	\$ -	\$ 3,300	\$ 1,650	\$ 4,950
27	BE	01 - General Conditions	Engineering/Layout	01 - General Requirements	FIELD ENGINEERING	HR	240	3.00				240.00	\$ 17,138	\$ 720	\$ -	\$ -	\$ -	\$ 17,858
28	BE	01 - General Conditions	Engineering/Layout	01 - General Requirements	TOTAL STATION	MO	4		750.00				\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ 3,000
29	BE	01 - General Conditions	Tools	01 - General Requirements	FORKLIFT	MO	8		2400.00		500.00		\$ -	\$ -	\$ 19,200	\$ -	\$ 4,000	\$ 23,200
30	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	BE	02 - Existing Conditions	DEMO SITE	02 - Existing Conditions	DEMO CHAIN LINK FENCE 6FT H	LF	655					98.25	\$ 7,016	\$ -	\$ -	\$ -	\$ -	\$ 7,016
33	BE	02 - Existing Conditions	DEMO SITE	02 - Existing Conditions	DEMO / ABANDON 15" CMP	LF	100	1.00				15.00	\$ 1,071	\$ 100	\$ -	\$ -	\$ -	\$ 1,171
34	BE	02 - Existing Conditions	DEMO SITE	02 - Existing Conditions	DEMO PVC UNDERDRAIN PIPING	LF	600					90.00	\$ 6,427	\$ -	\$ -	\$ -	\$ -	\$ 6,427
35	BE	02 - Existing Conditions	DEMO SITE	02 - Existing Conditions	EQUIP EXCAVATOR PC350	MO	0.42		11000.00		3500.00		\$ -	\$ -	\$ 4,620	\$ -	\$ 1,470	\$ 6,090
36	BE	02 - Existing Conditions	DEMO SITE	02 - Existing Conditions	EQUIP WHEEL LOADER 4.5 CY W/ FORKS	MO	0.42		8200.00		3500.00		\$ -	\$ -	\$ 3,444	\$ -	\$ 1,470	\$ 4,914
37	BE	02 - Existing Conditions	DEMO SITE	02 - Existing Conditions	DUMPSTER W/ DEMO	EA	4				600.00		\$ -	\$ -	\$ -	\$ -	\$ 2,400	\$ 2,400

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
38	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39	BE	02 - Existing Conditions	EXIST FLR BLDG	02 - Existing Conditions	DEMO DI PIPE, FTG. VALVE, SUPTS	LF	70	3.00				105.00	\$ 7,498	\$ 210	\$ -	\$ -	\$ -	\$ 7,708
40	BE	02 - Existing Conditions	EXIST FLR BLDG	02 - Existing Conditions	DEMO PARSHAL FLUME	EA	1	350.00	1500.00	7500.00	250.00	160.00	\$ 11,426	\$ 350	\$ 1,500	\$ 7,500	\$ 250	\$ 21,026
41	BE	02 - Existing Conditions	EXIST FLR BLDG	40 - Process Integration	DI BLIND FLANGE 8	EA	3	409.00				3.00	\$ 214	\$ 1,227	\$ -	\$ -	\$ -	\$ 1,441
42	BE	02 - Existing Conditions	EXIST FLR BLDG	40 - Process Integration	NBG KIT SS 8	EA	3	60.00				1.80	\$ 129	\$ 180	\$ -	\$ -	\$ -	\$ 309
43	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45	BE	03 - Concrete	CONCRETE	03 - Concrete	MEMBRANE TREATMENT BUILDNG CONCRETE	LS	1	110215.00		6552.00		1904.00	\$ 135,964	\$ 110,215	\$ -	\$ 6,552	\$ -	\$ 252,731
46	BE	03 - Concrete	CONCRETE	03 - Concrete	MEMBRANE TREATMENT REBAR F & I	TN	33	2200.00		1000.00		49.50	\$ 3,535	\$ 72,600	\$ -	\$ 33,000	\$ -	\$ 109,135
47	BE	03 - Concrete	CONCRETE	03 - Concrete	SITE CONCRETE: STOOPS & GEN PAD	LS	1	13808.00		819.00		251.00	\$ 17,924	\$ 13,808	\$ -	\$ 819	\$ -	\$ 32,551
48	BE	03 - Concrete	CONCRETE	03 - Concrete	SITE REBAR	TN	4	2200.00		1000.00		6.00	\$ 428	\$ 8,800	\$ -	\$ 4,000	\$ -	\$ 13,228
49	BE	03 - Concrete	CONCRETE	03 - Concrete	EQUIP EXCAVATOR PC351	MO	2		11000.00		3500.00		\$ -	\$ -	\$ 22,000	\$ -	\$ 7,000	\$ 29,000
50	BE	03 - Concrete	CONCRETE	03 - Concrete	FORMOWRK FREIGHT	EA	4			450.00		16.00	\$ 1,143	\$ -	\$ -	\$ 1,800	\$ -	\$ 2,943
51	BE	03 - Concrete	CONCRETE	03 - Concrete	EQUIP AIR COMPRESSOR 175 CFM	MO	3		935.00		150.00		\$ -	\$ -	\$ 2,805	\$ -	\$ 450	\$ 3,255
52	BE	03 - Concrete	CONCRETE	03 - Concrete	CONCRETE BUCKETS	MO	3		150.00				\$ -	\$ -	\$ 450	\$ -	\$ -	\$ 450
53	BE	03 - Concrete	CONCRETE	03 - Concrete	EQUIP WHEEL LOADER 4.5 CY W/ FORKS	MO	1		8200.00		3500.00		\$ -	\$ -	\$ 8,200	\$ -	\$ 3,500	\$ 11,700
54	BE	03 - Concrete	CONCRETE	03 - Concrete	GENERATORS HI CYCLE	MO	3		250.00				\$ -	\$ -	\$ 750	\$ -	\$ -	\$ 750
55	BE	03 - Concrete	CONCRETE	03 - Concrete	VIBRATORS	MO	3		450.00				\$ -	\$ -	\$ 1,350	\$ -	\$ -	\$ 1,350
56	BE	03 - Concrete	CONCRETE	03 - Concrete	FIELD ENGINEERING	MO	3	250.00				120.00	\$ 8,569	\$ 750	\$ -	\$ -	\$ -	\$ 9,319
57	BE	03 - Concrete	CONCRETE	03 - Concrete	LEVELS	MO	3		300.00				\$ -	\$ -	\$ 900	\$ -	\$ -	\$ 900
58	BE	03 - Concrete	CONCRETE	03 - Concrete	OXYGEN AND ACETYLENE	MO	3	150.00					\$ -	\$ 450	\$ -	\$ -	\$ -	\$ 450
59	BE	03 - Concrete	CONCRETE	03 - Concrete	WELDING MACHINE	MO	3	50.00	350.00				\$ -	\$ 150	\$ 1,050	\$ -	\$ -	\$ 1,200
60	BE	03 - Concrete	CONCRETE	03 - Concrete	EQUIP SKID LOADER TRACKED	MO	3		3500.00		1250.00		\$ -	\$ -	\$ 10,500	\$ -	\$ 3,750	\$ 14,250
61	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62	BE	03 - Concrete	ENCASE PROCESS	03 - Concrete	PIPE ENCASEMENT CONCRETE	CY	39	300.00				48.75	\$ 3,481	\$ 11,700	\$ -	\$ -	\$ -	\$ 15,181
63	BE	03 - Concrete	ENCASE PROCESS	03 - Concrete	PIPE ENCASEMENT FORMWORK	SF	1163	3.00				232.60	\$ 16,610	\$ 3,489	\$ -	\$ -	\$ -	\$ 20,099
64	BE	03 - Concrete	ENCASE PROCESS	03 - Concrete	PIPE ENCASEMENT SUPPORTS	EA	24	200.00				72.00	\$ 5,141	\$ 4,800	\$ -	\$ -	\$ -	\$ 9,941
65	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI PIPE RJ 8	LF	100	70.00				18.00	\$ 1,285	\$ 7,000	\$ -	\$ -	\$ -	\$ 8,285
66	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI MJ 90 8	EA	4	456.00				4.00	\$ 286	\$ 1,824	\$ -	\$ -	\$ -	\$ 2,110
67	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI MJ SOLID SLEEVE 8	EA	3	450.00				9.00	\$ 643	\$ 1,350	\$ -	\$ -	\$ -	\$ 1,993
68	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI PIPE FXPE 8 X 10' 0"	EA	3	1551.00				18.00	\$ 1,285	\$ 4,653	\$ -	\$ -	\$ -	\$ 5,938
69	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI MEGALUG W/ ACC 8	EA	14	577.00				14.00	\$ 1,000	\$ 8,078	\$ -	\$ -	\$ -	\$ 9,078
70	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI PIPE RJ 4	LF	100	72.00				12.00	\$ 857	\$ 7,200	\$ -	\$ -	\$ -	\$ 8,057
71	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI MJ 90 4	EA	5	189.00				5.00	\$ 357	\$ 945	\$ -	\$ -	\$ -	\$ 1,302
72	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI MJ SOLID SLEEVE 4	EA	3	168.00				9.00	\$ 643	\$ 504	\$ -	\$ -	\$ -	\$ 1,147
73	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI PIPE FXPE 4 X 10' 0"	EA	3	917.00				15.00	\$ 1,071	\$ 2,751	\$ -	\$ -	\$ -	\$ 3,822
74	BE	40 - Process Piping	ENCASE PROCESS	40 - Process Integration	DI MEGALUG W/ ACC 4	EA	16	263.00				16.00	\$ 1,143	\$ 4,208	\$ -	\$ -	\$ -	\$ 5,351

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
75	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
76	BE	03 - Concrete	WEATHER PROTECTION	03 - Concrete	WINTER CONDITIONS W/ CONCRETE	MO	2.5	2000.00				240.00	\$ 17,138	\$ 5,000	\$ -	\$ -	\$ -	\$ 22,138
77	BE	03 - Concrete	WEATHER PROTECTION	03 - Concrete	EQUIP GROUND HEATER 500K BTU	MO	1		8000.00		3500.00		\$ -	\$ -	\$ 8,000	\$ -	\$ 3,500	\$ 11,500
78	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
79	BE	04 - Masonry	MASONRY	04 - Masonry	SUB MASONRY SUBCONTRACTOR	LS	1						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
80	BE	04 - Masonry	MASONRY	04 - Masonry	CMU 8IN	SF	2958			45.00	1.35		\$ -	\$ -	\$ -	\$ 133,110	\$ 3,993	\$ 137,103
81	BE	04 - Masonry	MASONRY	04 - Masonry	MASONRY REINF STEEL	TN	3.88	2200.00				11.64	\$ 831	\$ 8,536	\$ -	\$ -	\$ -	\$ 9,367
82	BE	04 - Masonry	MASONRY	04 - Masonry	TEMP SHORE OPENING	EA	12	65.00				48.00	\$ 3,428	\$ 780	\$ -	\$ -	\$ -	\$ 4,208
83	BE	04 - Masonry	MASONRY	04 - Masonry	EQUIP FORCED AIR HEATER 400K BTU	MO	2	500.00	5000.00		5000.00	80.00	\$ 5,713	\$ 1,000	\$ 10,000	\$ -	\$ 10,000	\$ 26,713
84	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85	BE	05 - Metals	METALS	05 - Metals	ALUM 2 LINE RAIL W/ TOE	LF	70	65.00				70.00	\$ 4,999	\$ 4,550	\$ -	\$ -	\$ -	\$ 9,549
86	BE	05 - Metals	METALS	05 - Metals	ALUM LADDER 12FT H	EA	1	4500.00				8.00	\$ 571	\$ 4,500	\$ -	\$ -	\$ -	\$ 5,071
87	BE	05 - Metals	METALS	05 - Metals	BOLLARD 6 X 8FT	EA	15	750.00	350.00		85.00	120.00	\$ 8,569	\$ 11,250	\$ 5,250	\$ -	\$ 1,275	\$ 26,344
88	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89	BE	07 - Thermal and Moisture	INSU	07 - Thermal and Moisture Protection	RIGID POLY INSU 2IN	SF	2816	2.35				70.40	\$ 5,027	\$ 6,618	\$ -	\$ -	\$ -	\$ 11,645
90	BE	07 - Thermal and Moisture	INSU	07 - Thermal and Moisture Protection	FDN DAMPROOFING	SF	1496	1.90				37.40	\$ 2,671	\$ 2,842	\$ -	\$ -	\$ -	\$ 5,513
91	BE	07 - Thermal and Moisture	INSU	07 - Thermal and Moisture Protection	CEIL BATTS @ OPS, ELEC, MECH	SF	735	1.50				73.50	\$ 5,249	\$ 1,103	\$ -	\$ -	\$ -	\$ 6,351
92	BE	07 - Thermal and Moisture	CAULKING	07 - Thermal and Moisture Protection	SEALANT / SEAL @ MAS/PEMB	LF	100	8.00				15.00	\$ 1,071	\$ 800	\$ -	\$ -	\$ -	\$ 1,871
93	BE	07 - Thermal and Moisture	CAULKING	07 - Thermal and Moisture Protection	MISC CAULK OPENINGS & PENETRATIONS	LF	897	0.85				56.06	\$ 4,003	\$ 762	\$ -	\$ -	\$ -	\$ 4,766
94	BE	07 - Thermal and Moisture	CAULKING	07 - Thermal and Moisture Protection	MISC CAULK MAS CJS	LF	152	2.00				11.40	\$ 814	\$ 304	\$ -	\$ -	\$ -	\$ 1,118
95	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	BE	08 - Openings	DOORS	08 - Openings	DOUBLE HM DOOR	EA	6	4250.00				144.00	\$ 10,283	\$ 25,500	\$ -	\$ -	\$ -	\$ 35,783
97	BE	08 - Openings	DOORS	08 - Openings	SINGLE HM DOOR	EA	8	3500.00				160.00	\$ 11,426	\$ 28,000	\$ -	\$ -	\$ -	\$ 39,426
98	BE	08 - Openings	DOORS	08 - Openings	OH DOOR EMO 14X12	EA	1			20000.00			\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
99	BE	08 - Openings	DOORS	08 - Openings	WINDOWS ~4X4	EA	7			2250.00			\$ -	\$ -	\$ -	\$ 15,750	\$ -	\$ 15,750
100	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101	BE	09 - Finishes	FRAMING	09 - Finishes	METAL FRAME STUD WALL 12FT H	SF	936	1.50				60.84	\$ 4,345	\$ 1,404	\$ -	\$ -	\$ -	\$ 5,749
102	BE	09 - Finishes	FRAMING	09 - Finishes	METAL CEIL JOIST 12IN??	SF	765	3.75				76.50	\$ 5,463	\$ 2,869	\$ -	\$ -	\$ -	\$ 8,332
103	BE	09 - Finishes	FRAMING	09 - Finishes	PLYWOOD 3/4	SF	1612	1.75				80.60	\$ 5,756	\$ 2,821	\$ -	\$ -	\$ -	\$ 8,577
104	BE	09 - Finishes	DRYWALL	09 - Finishes	GYP BD HANG TAPE FINISH	SF	1251	5.00				281.48	\$ 20,100	\$ 6,255	\$ -	\$ -	\$ -	\$ 26,355
105	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106	BE	09 - Finishes	COATINGS	09 - Finishes	SUB COATINGS SUBCONTRACTOR	LS	1			75000.00	2250.00		\$ -	\$ -	\$ -	\$ 75,000	\$ 2,250	\$ 77,250
107	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
108	BE	10 - Specialties	SPECIALTIES	10 - Specialties	FIRE EXTINGUISHER W/ BRACKET	EA	8	200.00				16.00	\$ 1,143	\$ 1,600	\$ -	\$ -	\$ -	\$ 2,743
109	BE	10 - Specialties	SPECIALTIES	10 - Specialties	MISC PROCESS ID / SIGNAGE	LS	1	1500.00				8.00	\$ 571	\$ 1,500	\$ -	\$ -	\$ -	\$ 2,071
110	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	BE	13 - Special Construction	PEMB	13 - Special Construction	SUB PRE ENGINEERED METAL BUILDING SUBCONTRACTOR	LS	1			792385.00	15847.70		\$ -	\$ -	\$ -	\$ 792,385	\$ 15,848	\$ 808,233

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
112	BE	13 - Special Construction	PEMB	13 - Special Construction	COLUMN ANCHORS	EA	64	50.00				64.00	\$ 4,570	\$ 3,200	\$ -	\$ -	\$ -	\$ 7,770
113	BE	13 - Special Construction	PEMB	13 - Special Construction	CF METAL FRAME WALL F/ WAINSCOT	SF	1046	1.50				104.60	\$ 7,469	\$ 1,569	\$ -	\$ -	\$ -	\$ 9,038
114	BE	13 - Special Construction	PEMB	13 - Special Construction	PLYWOOD 3/4 PT	SF	1046	2.25				52.30	\$ 3,735	\$ 2,354	\$ -	\$ -	\$ -	\$ 6,088
115	BE	13 - Special Construction	PEMB	13 - Special Construction	ROOFING FELT 30LB	SF	1046	0.25				10.46	\$ 747	\$ 262	\$ -	\$ -	\$ -	\$ 1,008
116	BE	13 - Special Construction	PEMB	13 - Special Construction	VERSETTA STONE STARTER STRIP	LF	300	4.00				15.00	\$ 1,071	\$ 1,200	\$ -	\$ -	\$ -	\$ 2,271
117	BE	13 - Special Construction	PEMB	13 - Special Construction	VERSETTA STONE SIDING	SF	1046	32.00				52.30	\$ 3,735	\$ 33,472	\$ -	\$ -	\$ -	\$ 37,207
118	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
119	BE	22 - Plumbing	PLUMBING	22 - Plumbing	SUB PLUMBING SUBCONTRACTOR	LS	1			354200.00	3542.00		\$ -	\$ -	\$ -	\$ 354,200	\$ 3,542	\$ 357,742
120	BE	22 - Plumbing	PLUMBING	22 - Plumbing	FD-1 FLOOR DRAIN MATERIAL	LS	1			60480.00			\$ -	\$ -	\$ -	\$ 60,480	\$ -	\$ 60,480
121	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
122	BE	23 - HVAC	HVAC	23 - Heating, Ventilating, and Air-Conditioning	SUB HVAC SUBCONTRACTOR	LS	1			300000.00	6000.00		\$ -	\$ -	\$ -	\$ 300,000	\$ 6,000	\$ 306,000
123	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
124	BE	26 - Electrical	ELECTRICAL	26 - Electrical	SUB ELECTRICAL SUBCONTRACTOR	LS	1			3057553.00	30575.53		\$ -	\$ -	\$ -	\$ 3,057,553	\$ 30,576	\$ 3,088,129
125	BE	26 - Electrical	ELECTRICAL	26 - Electrical	TRENCH AND BACKFILL ELEC DUCT BANK	LF	340					85.00	\$ 6,070	\$ -	\$ -	\$ -	\$ -	\$ 6,070
126	BE	26 - Electrical	ELECTRICAL	26 - Electrical	IMPORT BASE CLASS 6	CY	10	61.50				10.00	\$ 714	\$ 615	\$ -	\$ -	\$ -	\$ 1,329
127	BE	26 - Electrical	ELECTRICAL	26 - Electrical	DUCT BANK CONCRETE	CY	20	300.00				15.00	\$ 1,071	\$ 6,000	\$ -	\$ -	\$ -	\$ 7,071
128	BE	26 - Electrical	ELECTRICAL	26 - Electrical	DUCT BANK FORMWORK	SF	680	2.00				85.00	\$ 6,070	\$ 1,360	\$ -	\$ -	\$ -	\$ 7,430
129	BE	26 - Electrical	ELECTRICAL	26 - Electrical	DUCT BANK REBAR AND ACC	TN	2	2300.00				60.00	\$ 4,285	\$ 4,600	\$ -	\$ -	\$ -	\$ 8,885
130	BE	26 - Electrical	ELECTRICAL	26 - Electrical	EQUIP SKID LOADER TRACKED	MO	0.5		3500.00		1250.00		\$ -	\$ -	\$ 1,750	\$ -	\$ 625	\$ 2,375
131	BE	26 - Electrical	ELECTRICAL	26 - Electrical	EQUIP MINI-EXCAVATOR W/ BLADE	MO	0.75		3500.00		1000.00		\$ -	\$ -	\$ 2,625	\$ -	\$ 750	\$ 3,375
132	BE	26 - Electrical	ELECTRICAL	26 - Electrical	EQUIP COMPACTOR TRENCH 24	MO	0.5		2310.00		350.00		\$ -	\$ -	\$ 1,155	\$ -	\$ 175	\$ 1,330
133	BE	26 - Electrical	ELECTRICAL	26 - Electrical	EQUIP COMPACTOR JUMPIN JACK	MO	0.5		585.00		200.00		\$ -	\$ -	\$ 293	\$ -	\$ 100	\$ 393
134	BE	26 - Electrical	ELECTRICAL	26 - Electrical	EQUIP WATER TRUCK 2000GAL	MO	0.5		3370.00		1500.00		\$ -	\$ -	\$ 1,685	\$ -	\$ 750	\$ 2,435
135	BE	26 - Electrical	ELECTRICAL	26 - Electrical	STARTUP AND TRAINING	LS	1					16.00	\$ 1,143	\$ -	\$ -	\$ -	\$ -	\$ 1,143
136	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
137	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
138	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	EXCAVATE TO HAUL / STOCKPILE	LCY	8438					506.28	\$ 36,153	\$ -	\$ -	\$ -	\$ -	\$ 36,153
139	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	BLASTING F/ LARGE BOULDERS???	LS	1				25000.00		\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
140	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	SAFETY FENCE & T POSTS	LF	250	2.00				12.50	\$ 893	\$ 500	\$ -	\$ -	\$ -	\$ 1,393
141	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	PRECOMPACT BASE OF FILLS	SY	2223					33.35	\$ 2,381	\$ -	\$ -	\$ -	\$ -	\$ 2,381
142	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	IMPORT DRAIN ROCK	CY	741	71.00				185.25	\$ 13,229	\$ 52,611	\$ -	\$ -	\$ -	\$ 65,840
143	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	EQUIP EXCAVATOR PC355	MO	1.15		11000.00		3500.00		\$ -	\$ -	\$ 12,650	\$ -	\$ 4,025	\$ 16,675
144	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	EQUIP WHEEL LOADER 4.5 CY W/ FORKS	MO	1.15		8200.00		3500.00		\$ -	\$ -	\$ 9,430	\$ -	\$ 4,025	\$ 13,455
145	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	EQUIP WATER TRUCK 2000GAL	MO	1.15		3370.00		750.00		\$ -	\$ -	\$ 3,876	\$ -	\$ 863	\$ 4,738
146	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	EQUIP SKID LOADER TRACKED	MO	1.15		3500.00		1250.00		\$ -	\$ -	\$ 4,025	\$ -	\$ 1,438	\$ 5,463
147	BE	31 - Earthwork	EXCAVATE	31 - Earthwork	EQUIP COMPACTOR ROLLER 66	MO	0.25		4645.00		1750.00		\$ -	\$ -	\$ 1,161	\$ -	\$ 438	\$ 1,599
148	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
149	BE	31 - Earthwork	EXPORT	31 - Earthwork	LOAD TRUCKS	LCY	8438					109.69	\$ 7,833	\$ -	\$ -	\$ -	\$ -	\$ 7,833
150	BE	31 - Earthwork	EXPORT	31 - Earthwork	EQUIP WHEEL LOADER 4.5 CY W/ FORKS	MO	0.69		8200.00		3500.00		\$ -	\$ -	\$ 5,658	\$ -	\$ 2,415	\$ 8,073
151	BE	31 - Earthwork	EXPORT	31 - Earthwork	EQUIP HAUL TRUCK SEMI	TPS	563			125.00			\$ -	\$ -	\$ -	\$ 70,375	\$ -	\$ 70,375
152	BE	31 - Earthwork	EXPORT	31 - Earthwork	DISPOSAL FEES F/ SAND/COBBLES	CY	8438				5.00		\$ -	\$ -	\$ -	\$ -	\$ 42,190	\$ 42,190
153	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
154	BE	31 - Earthwork	BACKFILL	31 - Earthwork	BACKFILL	CY	9435					1226.55	\$ 87,587	\$ -	\$ -	\$ -	\$ -	\$ 87,587
155	BE	31 - Earthwork	BACKFILL	31 - Earthwork	IMPORT STRUCTURAL FILL	CY	9435	40.00					\$ -	\$ 377,400	\$ -	\$ -	\$ -	\$ 377,400
156	BE	31 - Earthwork	BACKFILL	31 - Earthwork	EQUIP EXCAVATOR PC352	MO	1.5		11000.00		3500.00		\$ -	\$ -	\$ 16,500	\$ -	\$ 5,250	\$ 21,750
157	BE	31 - Earthwork	BACKFILL	31 - Earthwork	EQUIP WHEEL LOADER 4.5 CY W/ FORKS	MO	1.5		8200.00		3500.00		\$ -	\$ -	\$ 12,300	\$ -	\$ 5,250	\$ 17,550
158	BE	31 - Earthwork	BACKFILL	31 - Earthwork	EQUIP WATER TRUCK 2000GAL	MO	1.5		3370.00		1500.00		\$ -	\$ -	\$ 5,055	\$ -	\$ 2,250	\$ 7,305
159	BE	31 - Earthwork	BACKFILL	31 - Earthwork	EQUIP SKID LOADER TRACKED	MO	1.5		3500.00		1250.00		\$ -	\$ -	\$ 5,250	\$ -	\$ 1,875	\$ 7,125
160	BE	31 - Earthwork	BACKFILL	31 - Earthwork	EQUIP COMPACTOR ROLLER 66	MO	1.5		4645.00		1750.00		\$ -	\$ -	\$ 6,968	\$ -	\$ 2,625	\$ 9,593
161	BE	31 - Earthwork	BACKFILL	31 - Earthwork	EQUIP COMPACTOR TRENCH 24	MO	1.5		2310.00		350.00		\$ -	\$ -	\$ 3,465	\$ -	\$ 525	\$ 3,990
162	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
163	BE	31 - Earthwork	GENERAL EARTHWORK	31 - Earthwork	EQUIPMENT DELIVERY / PICKUP	EA	16			250.00			\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ 4,000
164	BE	31 - Earthwork	GENERAL EARTHWORK	31 - Earthwork	EQUIPMENT DELIVERY / PICKUP (LOWBOY)	HRS	80			175.00			\$ -	\$ -	\$ -	\$ 14,000	\$ -	\$ 14,000
165	BE	31 - Earthwork	GENERAL EARTHWORK	31 - Earthwork									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
166	BE	31 - Earthwork	GENERAL EARTHWORK	31 - Earthwork	WINTER CONDITIONS W/ BACKFILL	MO	1	1000.00				96.00	\$ 6,855	\$ 1,000	\$ -	\$ -	\$ -	\$ 7,855
167	BE	31 - Earthwork	GENERAL EARTHWORK	31 - Earthwork	EQUIP GROUND HEATER 500K BTU	MO	1		8000.00		3500.00		\$ -	\$ -	\$ 8,000	\$ -	\$ 3,500	\$ 11,500
168	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
169	BE	31 - Earthwork	DEWATERING	31 - Earthwork	DEWATERING DEVELOPMENT	LS	1					80.00	\$ 5,713	\$ -	\$ -	\$ -	\$ -	\$ 5,713
170	BE	31 - Earthwork	DEWATERING	31 - Earthwork	DEWATERING SUMPS	EA	6					72.00	\$ 5,141	\$ -	\$ -	\$ -	\$ -	\$ 5,141
171	BE	31 - Earthwork	DEWATERING	31 - Earthwork	DRAINAGE TRENCHES	LF	600					48.00	\$ 3,428	\$ -	\$ -	\$ -	\$ -	\$ 3,428
172	BE	31 - Earthwork	DEWATERING	31 - Earthwork	FILTER FABRIC	SY	800	1.30				40.00	\$ 2,856	\$ 1,040	\$ -	\$ -	\$ -	\$ 3,896
173	BE	31 - Earthwork	DEWATERING	31 - Earthwork	IMPORT DRAIN ROCK	CY	115	71.00				18.40	\$ 1,314	\$ 8,165	\$ -	\$ -	\$ -	\$ 9,479
174	BE	31 - Earthwork	DEWATERING	31 - Earthwork	DEWATERING WELL PIPE SLOTTED	EA	2	400.00				16.00	\$ 1,143	\$ 800	\$ -	\$ -	\$ -	\$ 1,943
175	BE	31 - Earthwork	DEWATERING	31 - Earthwork	EQUIP EXCAVATOR PC353	MO	0.5		11000.00		3500.00		\$ -	\$ -	\$ 5,500	\$ -	\$ 1,750	\$ 7,250
176	BE	31 - Earthwork	DEWATERING	31 - Earthwork	EQUIP WHEEL LOADER 4.5 CY W/ FORKS	MO	0.5		8200.00		3500.00		\$ -	\$ -	\$ 4,100	\$ -	\$ 1,750	\$ 5,850
177	BE	31 - Earthwork	DEWATERING	31 - Earthwork	DEWATERING MAINTENANCE	MO	3					72.00	\$ 5,141	\$ -	\$ -	\$ -	\$ -	\$ 5,141
178	BE	31 - Earthwork	DEWATERING	31 - Earthwork	DEWATERING PUMPS & HOSES	MO	3		7000.00				\$ -	\$ -	\$ 21,000	\$ -	\$ -	\$ 21,000
179	BE	31 - Earthwork	DEWATERING	31 - Earthwork	DEWATERING DISCH PERMIT	LS	1				1500.00		\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500
180	BE	31 - Earthwork	DEWATERING	31 - Earthwork	MONITORING AND REPORTING	MO	3				100.00	12.00	\$ 857	\$ -	\$ -	\$ -	\$ 300	\$ 1,157
181	BE	31 - Earthwork	DEWATERING	31 - Earthwork	EQUIP GENERATOR 50KW (24/7)	MO	9		2090.00		2880.00		\$ -	\$ -	\$ 18,810	\$ -	\$ 25,920	\$ 44,730
182	BE	31 - Earthwork	DEWATERING	31 - Earthwork	EQUIP GENERATOR 50KW (STANDBY)	MO	3		2090.00				\$ -	\$ -	\$ 6,270	\$ -	\$ -	\$ 6,270
183	BE	31 - Earthwork	DEWATERING	31 - Earthwork	POWER MONITOR / TATTLE TALE	LS	1				3000.00		\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000
184	BE	31 - Earthwork	DEWATERING	31 - Earthwork	DEWATERING MISC	LS	1	500.00					\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 500
185	BE	31 - Earthwork	DEWATERING	31 - Earthwork	DEWATERING CLARIFIER / SEDIMENT BAGS	LS	1	1500.00				16.00	\$ 1,143	\$ 1,500	\$ -	\$ -	\$ -	\$ 2,643

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
186	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC PIPE B&SP 6	LF	440	13.00				44.00	\$ 3,142	\$ 5,720	\$ -	\$ -	\$ -	\$ 8,862
187	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC 45 6	EA	6	40.00				4.50	\$ 321	\$ 240	\$ -	\$ -	\$ -	\$ 561
188	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC TEE 6	EA	7	62.00				5.25	\$ 375	\$ 434	\$ -	\$ -	\$ -	\$ 809
189	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC CAP 6	EA	2	19.00				1.50	\$ 107	\$ 38	\$ -	\$ -	\$ -	\$ 145
190	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC FLANGE VAN STONE 6	EA	2	44.00				1.50	\$ 107	\$ 88	\$ -	\$ -	\$ -	\$ 195
191	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC RED 6x3	EA	6	88.00				3.00	\$ 214	\$ 528	\$ -	\$ -	\$ -	\$ 742
192	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC PIPE 3	LF	140	7.00				42.00	\$ 2,999	\$ 980	\$ -	\$ -	\$ -	\$ 3,979
193	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC CPLG 3	EA	7	4.00				2.10	\$ 150	\$ 28	\$ -	\$ -	\$ -	\$ 178
194	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC 45 3	EA	16	9.00				4.80	\$ 343	\$ 144	\$ -	\$ -	\$ -	\$ 487
195	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC MALE ADAPTER 3	EA	6	6.00				1.80	\$ 129	\$ 36	\$ -	\$ -	\$ -	\$ 165
196	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC HOSE ADAPTER 3	EA	6	60.00				1.80	\$ 129	\$ 360	\$ -	\$ -	\$ -	\$ 489
197	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC FEMALE ADAPTER 3	EA	6	18.00				1.80	\$ 129	\$ 108	\$ -	\$ -	\$ -	\$ 237
198	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC BALL CHECK T 3	EA	6	521.00				3.00	\$ 214	\$ 3,126	\$ -	\$ -	\$ -	\$ 3,340
199	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC BV T 3	EA	6	360.00				1.80	\$ 129	\$ 2,160	\$ -	\$ -	\$ -	\$ 2,289
200	BE	31 - Earthwork	DEWATERING	31 - Earthwork	PVC CEMENT AND PRIMER	QT	4	80.00					\$ -	\$ 320	\$ -	\$ -	\$ -	\$ 320
201	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
202	BE	32 - Exterior Improvments	GRADE & BASE SITE	32 - Exterior Improvements	IMPORT GRAVEL BASE	CY	568	61.50				62.48	\$ 4,462	\$ 34,932	\$ -	\$ -	\$ -	\$ 39,394
203	BE	32 - Exterior Improvments	GRADE & BASE SITE	32 - Exterior Improvements	PRECOMPACT BASE OF FILLS	SY	5166					51.66	\$ 3,689	\$ -	\$ -	\$ -	\$ -	\$ 3,689
204	BE	32 - Exterior Improvments	GRADE & BASE SITE	32 - Exterior Improvements	FINE GRADE SITE	SY	5166					129.15	\$ 9,223	\$ -	\$ -	\$ -	\$ -	\$ 9,223
205	BE	32 - Exterior Improvments	GRADE & BASE SITE	32 - Exterior Improvements	EQUIP WHEEL LOADER 4.5 CY W/ FORKS	MO	0.375		8200.00		3500.00		\$ -	\$ -	\$ 3,075	\$ -	\$ 1,313	\$ 4,388
206	BE	32 - Exterior Improvments	GRADE & BASE SITE	32 - Exterior Improvements	EQUIP WATER TRUCK 2000GAL	MO	0.375		3370.00		1500.00		\$ -	\$ -	\$ 1,264	\$ -	\$ 563	\$ 1,826
207	BE	32 - Exterior Improvments	GRADE & BASE SITE	32 - Exterior Improvements	EQUIP SKID LOADER TRACKED	MO	0.375		3500.00		1250.00		\$ -	\$ -	\$ 1,313	\$ -	\$ 469	\$ 1,781
208	BE	32 - Exterior Improvments	GRADE & BASE SITE	32 - Exterior Improvements	EQUIP COMPACTOR ROLLER 66 SMOOTH DRUM	MO	0.375		4480.00		1750.00		\$ -	\$ -	\$ 1,680	\$ -	\$ 656	\$ 2,336
209	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
210	BE	31 - Earthwork	EROSION CONTROL	31 - Earthwork	SWMPP PERMIT FEES	LS	1				1250.00	18.00	\$ 1,285	\$ -	\$ -	\$ -	\$ 1,250	\$ 2,535
211	BE	31 - Earthwork	EROSION CONTROL	31 - Earthwork	BMP MAINTENANCE	MO	6	100.00				120.00	\$ 8,569	\$ 600	\$ -	\$ -	\$ -	\$ 9,169
212	BE	31 - Earthwork	EROSION CONTROL	31 - Earthwork	IP INLET PROTECTION	EA	6	100.00				12.00	\$ 857	\$ 600	\$ -	\$ -	\$ -	\$ 1,457
213	BE	31 - Earthwork	EROSION CONTROL	31 - Earthwork	SF SILT FENCE	LF	1200	0.40				60.00	\$ 4,285	\$ 480	\$ -	\$ -	\$ -	\$ 4,765
214	BE	31 - Earthwork	EROSION CONTROL	31 - Earthwork	EQUIP MINI EX	MO	0.25		3500.00		1000.00		\$ -	\$ -	\$ 875	\$ -	\$ 250	\$ 1,125
215	BE	31 - Earthwork	EROSION CONTROL	31 - Earthwork	CWA CONCRETE WASHOUT	LS	1	250.00				8.00	\$ 571	\$ 250	\$ -	\$ -	\$ -	\$ 821
216	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
217	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
218	BE	33 - Utilites	GENERAL YARD PIPE	33 - Utilities	EQUIP EXCAVATOR PC354	MO	2.5		11000.00		3500.00		\$ -	\$ -	\$ 27,500	\$ -	\$ 8,750	\$ 36,250
219	BE	33 - Utilites	GENERAL YARD PIPE	33 - Utilities	EQUIP WHEEL LOADER 4.5 CY W/ FORKS	MO	2.5		8200.00		3500.00		\$ -	\$ -	\$ 20,500	\$ -	\$ 8,750	\$ 29,250
220	BE	33 - Utilites	GENERAL YARD PIPE	33 - Utilities	EQUIP WATER TRUCK 2000GAL	MO	2.5		3370.00		1500.00		\$ -	\$ -	\$ 8,425	\$ -	\$ 3,750	\$ 12,175
221	BE	33 - Utilites	GENERAL YARD PIPE	33 - Utilities	EQUIP COMPACTOR JUMPIN JACK	MO	2.5		585.00		200.00		\$ -	\$ -	\$ 1,463	\$ -	\$ 500	\$ 1,963
222	BE	33 - Utilites	GENERAL YARD PIPE	33 - Utilities	EQUIP COMPACTOR TRENCH 24	MO	2.5		2310.00		350.00		\$ -	\$ -	\$ 5,775	\$ -	\$ 875	\$ 6,650

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
223	BE	33 - Utilites	GENERAL YARD PIPE	33 - Utilities	PRESSURE TEST PIPING	EA	12	65.00				72.00	\$ 5,141	\$ 780	\$ -	\$ -	\$ -	\$ 5,921
224	BE	33 - Utilites	GENERAL YARD PIPE	33 - Utilities	FLUSH AND DISINFECT	EA	6	50.00				24.00	\$ 1,714	\$ 300	\$ -	\$ -	\$ -	\$ 2,014
225	BE	33 - Utilites	GENERAL YARD PIPE	33 - Utilities	EQUIP FUSION MACHINE	MO	1		1200.00		500.00		\$ -	\$ -	\$ 1,200	\$ -	\$ 500	\$ 1,700
226	BE	33 - Utilites	GENERAL YARD PIPE	33 - Utilities	PVC CEMEENT AND PRIMER	QT	3	82.00					\$ -	\$ 246	\$ -	\$ -	\$ -	\$ 246
227	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
228	BE	33 - Utilites	PRECAST DRAIN/ MH	33 - Utilities	PRECAST MH 48IN	VF	8	700.00				16.00	\$ 1,143	\$ 5,600	\$ -	\$ -	\$ -	\$ 6,743
229	BE	33 - Utilites	PRECAST DRAIN/ MH	33 - Utilities	PRECAST MH RING AND COVER 24	EA	1	300.00				2.00	\$ 143	\$ 300	\$ -	\$ -	\$ -	\$ 443
230	BE	33 - Utilites	PRECAST DRAIN/ MH	33 - Utilities	IMPORT BASE CLASS 6	CY	9	60.00				2.25	\$ 161	\$ 540	\$ -	\$ -	\$ -	\$ 701
231	BE	33 - Utilites	PRECAST DRAIN/ MH	33 - Utilities	PRECAST MH RAMNEK	LF	60	3.00				3.00	\$ 214	\$ 180	\$ -	\$ -	\$ -	\$ 394
232	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
233	BE	33 - Utilites	6IN SS	33 - Utilities	CI PIPE B&SP 6	LF	50	57.00				7.50	\$ 536	\$ 2,850	\$ -	\$ -	\$ -	\$ 3,386
234	BE	33 - Utilites	6IN SS	33 - Utilities	CI HUBBED 1/8 BEND 6	EA	1	83.00				1.00	\$ 71	\$ 83	\$ -	\$ -	\$ -	\$ 154
235	BE	33 - Utilites	6IN SS	33 - Utilities	CI HUBBED 1/16 BEND 6	EA	1	73.00				1.00	\$ 71	\$ 73	\$ -	\$ -	\$ -	\$ 144
236	BE	33 - Utilites	6IN SS	33 - Utilities	FERNCO CPLG 6	EA	2	35.00				1.50	\$ 107	\$ 70	\$ -	\$ -	\$ -	\$ 177
237	BE	33 - Utilites	6IN SS	33 - Utilities	GROUT PIPE IN MH	EA	1	15.00				1.00	\$ 71	\$ 15	\$ -	\$ -	\$ -	\$ 86
238	BE	33 - Utilites	6IN SS	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	50					11.00	\$ 786	\$ -	\$ -	\$ -	\$ -	\$ 786
239	BE	33 - Utilites	6IN SS	33 - Utilities	IMPORT PIPE BEDDING	CY	17	40.00					\$ -	\$ 680	\$ -	\$ -	\$ -	\$ 680
240	BE	33 - Utilites	6IN SS	33 - Utilities	PIPE WRAP 4 - 12IN	LF	50	2.50				1.25	\$ 89	\$ 125	\$ -	\$ -	\$ -	\$ 214
241	BE	33 - Utilites	6IN SS	33 - Utilities	TRACER WIRE	LF	50	1.50				1.25	\$ 89	\$ 75	\$ -	\$ -	\$ -	\$ 164
242	BE	33 - Utilites	6IN SS	33 - Utilities	TRACER WIRE RISER BOX	EA	1	93.00				1.50	\$ 107	\$ 93	\$ -	\$ -	\$ -	\$ 200
243	BE	33 - Utilites	6IN SS	33 - Utilities	UG DET WARNING TAPE	LF	50	0.10				1.50	\$ 107	\$ 5	\$ -	\$ -	\$ -	\$ 112
244	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
245	BE	33 - Utilites	8IN RW	33 - Utilities	DI PIPE RJ 8	LF	220	70.00				39.60	\$ 2,828	\$ 15,400	\$ -	\$ -	\$ -	\$ 18,228
246	BE	33 - Utilites	8IN RW	33 - Utilities	DI PIPE RJ 12	EA	20	109.00				4.40	\$ 314	\$ 2,180	\$ -	\$ -	\$ -	\$ 2,494
247	BE	33 - Utilites	8IN RW	33 - Utilities	DI MJ SOLID SLEEVE 8	EA	2	450.00				6.00	\$ 428	\$ 900	\$ -	\$ -	\$ -	\$ 1,328
248	BE	33 - Utilites	8IN RW	33 - Utilities	DI MJ 90 8	EA	1	456.00				1.00	\$ 71	\$ 456	\$ -	\$ -	\$ -	\$ 527
249	BE	33 - Utilites	8IN RW	33 - Utilities	DI MJ 45 8	EA	2	365.00				2.00	\$ 143	\$ 730	\$ -	\$ -	\$ -	\$ 873
250	BE	33 - Utilites	8IN RW	33 - Utilities	DI MJ WYE 12	EA	1	2326.00				3.50	\$ 250	\$ 2,326	\$ -	\$ -	\$ -	\$ 2,576
251	BE	33 - Utilites	8IN RW	33 - Utilities	DI MJ SOLID SLEEVE 12	EA	2	225.00				8.00	\$ 571	\$ 450	\$ -	\$ -	\$ -	\$ 1,021
252	BE	33 - Utilites	8IN RW	33 - Utilities	DI MJ CAP 12	EA							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
253	BE	33 - Utilites	8IN RW	33 - Utilities	DI MJ RED 12 X 8	EA	1	450.00				1.50	\$ 107	\$ 450	\$ -	\$ -	\$ -	\$ 557
254	BE	33 - Utilites	8IN RW	33 - Utilities	DI MEGALUG W/ ACC 8	EA	9	577.00				9.00	\$ 643	\$ 5,193	\$ -	\$ -	\$ -	\$ 5,836
255	BE	33 - Utilites	8IN RW	33 - Utilities	DI MEGALUG W/ ACC 12	EA	8	1031.00				8.00	\$ 571	\$ 8,248	\$ -	\$ -	\$ -	\$ 8,819
256	BE	33 - Utilites	8IN RW	33 - Utilities	TIE TO EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
257	BE	33 - Utilites	8IN RW	33 - Utilities	POTHOLE EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
258	BE	33 - Utilites	8IN RW	33 - Utilities	CROSS EXISTING	EA	2					6.00	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ 428
259	BE	33 - Utilites	8IN RW	33 - Utilities	SUPPORT EXISTING	EA	2	75.00				6.00	\$ 428	\$ 150	\$ -	\$ -	\$ -	\$ 578

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
260	BE	33 - Utilites	8IN RW	33 - Utilities	VALVE MJ GATE 12	EA	1	5095.00				4.00	\$ 286	\$ 5,095	\$ -	\$ -	\$ -	\$ 5,381
261	BE	33 - Utilites	8IN RW	33 - Utilities	VALVE BOX COMPLETE 7FT BURY	EA	1	322.00				4.00	\$ 286	\$ 322	\$ -	\$ -	\$ -	\$ 608
262	BE	33 - Utilites	8IN RW	33 - Utilities	VALVE STEM EXENSION	EA	1	445.00				1.00	\$ 71	\$ 445	\$ -	\$ -	\$ -	\$ 516
263	BE	33 - Utilites	8IN RW	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	152					33.44	\$ 2,388	\$ -	\$ -	\$ -	\$ -	\$ 2,388
264	BE	33 - Utilites	8IN RW	33 - Utilities	TRENCH AND BACKFILL 6-8	LF	60					16.80	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
265	BE	33 - Utilites	8IN RW	33 - Utilities	IMPORT PIPE BEDDING	CY	75	40.00					\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000
266	BE	33 - Utilites	8IN RW	33 - Utilities	PIPE WRAP 4 - 12IN	LF	212	2.50				5.30	\$ 378	\$ 530	\$ -	\$ -	\$ -	\$ 908
267	BE	33 - Utilites	8IN RW	33 - Utilities	TRACER WIRE	LF	212	1.50				5.30	\$ 378	\$ 318	\$ -	\$ -	\$ -	\$ 696
268	BE	33 - Utilites	8IN RW	33 - Utilities	TRACER WIRE RISER BOX	EA	1	93.00				1.50	\$ 107	\$ 93	\$ -	\$ -	\$ -	\$ 200
269	BE	33 - Utilites	8IN RW	33 - Utilities	UG DET WARNING TAPE	LF	212	0.10				6.36	\$ 454	\$ 21	\$ -	\$ -	\$ -	\$ 475
270	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
271	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	HDPE PIPE 3IN	LF	120	7.50				9.60	\$ 686	\$ 900	\$ -	\$ -	\$ -	\$ 1,586
272	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	HEAT FUSION BUTT JOINTS	EA	10					10.00	\$ 714	\$ -	\$ -	\$ -	\$ -	\$ 714
273	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	HDPE 45 BEND 3"	EA	1	17.00				1.00	\$ 71	\$ 17	\$ -	\$ -	\$ -	\$ 88
274	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	HDPE 22.5 BEND 3	EA	1	43.00				1.00	\$ 71	\$ 43	\$ -	\$ -	\$ -	\$ 114
275	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	HDPE 11.25 BEND 3	EA	1	64.00				1.00	\$ 71	\$ 64	\$ -	\$ -	\$ -	\$ 135
276	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	HDPE X CI ADAPTER 3	EA	1	51.00				1.00	\$ 71	\$ 51	\$ -	\$ -	\$ -	\$ 122
277	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	DI MJ CAP 3	EA	1	69.00				0.50	\$ 36	\$ 69	\$ -	\$ -	\$ -	\$ 105
278	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	DI MEGALUG W/ ACC 3	EA	1	87.00				0.50	\$ 36	\$ 87	\$ -	\$ -	\$ -	\$ 123
279	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	TIE TO EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
280	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	POTHOLE EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
281	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	CROSS EXISTING	EA	1					3.00	\$ 214	\$ -	\$ -	\$ -	\$ -	\$ 214
282	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	SUPPORT EXISTING	EA	1	75.00				3.00	\$ 214	\$ 75	\$ -	\$ -	\$ -	\$ 289
283	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	70					15.40	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ 1,100
284	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	TRENCH AND BACKFILL 6-8	LF	43					12.04	\$ 860	\$ -	\$ -	\$ -	\$ -	\$ 860
285	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	IMPORT PIPE BEDDING	CY	30	40.00					\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ 1,200
286	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	TRACER WIRE	LF	113	1.50				2.83	\$ 202	\$ 170	\$ -	\$ -	\$ -	\$ 371
287	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	TRACER WIRE RISER BOX	EA	1	93.00				1.50	\$ 107	\$ 93	\$ -	\$ -	\$ -	\$ 200
288	BE	33 - Utilites	3IN WELL 3 RW	33 - Utilities	UG DET WARNING TAPE	LF	113	0.10				3.39	\$ 242	\$ 11	\$ -	\$ -	\$ -	\$ 253
289	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
290	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	HDPE PIPE 3IN	LF	400	7.50				32.00	\$ 2,285	\$ 3,000	\$ -	\$ -	\$ -	\$ 5,285
291	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	HEAT FUSION BUTT JOINTS	EA	10					10.00	\$ 714	\$ -	\$ -	\$ -	\$ -	\$ 714
292	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	HDPE 90 BEND 3"	EA	2	20.00				2.00	\$ 143	\$ 40	\$ -	\$ -	\$ -	\$ 183
293	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	HDPE 45 BEND 3"	EA	4	17.00				4.00	\$ 286	\$ 68	\$ -	\$ -	\$ -	\$ 354
294	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	HDPE 22.5 BEND 3	EA	2	43.00				2.00	\$ 143	\$ 86	\$ -	\$ -	\$ -	\$ 229
295	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	HDPE X CI ADAPTER 3	EA	1	51.00				1.00	\$ 71	\$ 51	\$ -	\$ -	\$ -	\$ 122
296	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	DI MJ 90 4	EA	1	189.00				1.00	\$ 71	\$ 189	\$ -	\$ -	\$ -	\$ 260

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
297	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	DI MJ SOLID SLEEVE 4	EA	1	168.00				3.00	\$ 214	\$ 168	\$ -	\$ -	\$ -	\$ 382
298	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	DI MEGALUG W/ ACC 4	EA	5	263.00				5.00	\$ 357	\$ 1,315	\$ -	\$ -	\$ -	\$ 1,672
299	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	DI MJ RED 4 X 3	EA	1	163.00				0.75	\$ 54	\$ 163	\$ -	\$ -	\$ -	\$ 217
300	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	DI MEGALUG W/ ACC 3	EA	2	87.00				1.00	\$ 71	\$ 174	\$ -	\$ -	\$ -	\$ 245
301	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	TIE TO EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
302	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	POTHOLE EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
303	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	CROSS EXISTING	EA	6					18.00	\$ 1,285	\$ -	\$ -	\$ -	\$ -	\$ 1,285
304	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	SUPPORT EXISTING	EA	6	75.00				18.00	\$ 1,285	\$ 450	\$ -	\$ -	\$ -	\$ 1,735
305	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	50					11.00	\$ 786	\$ -	\$ -	\$ -	\$ -	\$ 786
306	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	TRENCH AND BACKFILL 6-8	LF	316					88.48	\$ 6,318	\$ -	\$ -	\$ -	\$ -	\$ 6,318
307	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	IMPORT PIPE BEDDING	CY	85	40.00					\$ -	\$ 3,400	\$ -	\$ -	\$ -	\$ 3,400
308	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	TRACER WIRE	LF	366	1.50				9.15	\$ 653	\$ 549	\$ -	\$ -	\$ -	\$ 1,202
309	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	TRACER WIRE RISER BOX	EA	1	93.00				1.50	\$ 107	\$ 93	\$ -	\$ -	\$ -	\$ 200
310	BE	33 - Utilites	3IN WELL 4 RW	33 - Utilities	UG DET WARNING TAPE	LF	366	0.10				10.98	\$ 784	\$ 37	\$ -	\$ -	\$ -	\$ 821
311	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
312	BE	33 - Utilites	3IN RCY	33 - Utilities	HDPE PIPE 3IN	LF	160	7.50				12.80	\$ 914	\$ 1,200	\$ -	\$ -	\$ -	\$ 2,114
313	BE	33 - Utilites	3IN RCY	33 - Utilities	HEAT FUSION BUTT JOINTS	EA	12					12.00	\$ 857	\$ -	\$ -	\$ -	\$ -	\$ 857
314	BE	33 - Utilites	3IN RCY	33 - Utilities	HDPE 90 BEND 3"	EA	3	20.00				3.00	\$ 214	\$ 60	\$ -	\$ -	\$ -	\$ 274
315	BE	33 - Utilites	3IN RCY	33 - Utilities	HDPE 45 BEND 3"	EA	4	17.00				4.00	\$ 286	\$ 68	\$ -	\$ -	\$ -	\$ 354
316	BE	33 - Utilites	3IN RCY	33 - Utilities	HDPE X CI ADAPTER 3	EA	2	51.00				2.00	\$ 143	\$ 102	\$ -	\$ -	\$ -	\$ 245
317	BE	33 - Utilites	3IN RCY	33 - Utilities	DI MJ RED 6 X 3	EA	1	213.00				0.75	\$ 54	\$ 213	\$ -	\$ -	\$ -	\$ 267
318	BE	33 - Utilites	3IN RCY	33 - Utilities	DI MEGALUG W/ ACC 6	EA	3	369.00				3.00	\$ 214	\$ 1,107	\$ -	\$ -	\$ -	\$ 1,321
319	BE	33 - Utilites	3IN RCY	33 - Utilities	DI MEGALUG W/ ACC 3	EA	2	87.00				1.00	\$ 71	\$ 174	\$ -	\$ -	\$ -	\$ 245
320	BE	33 - Utilites	3IN RCY	33 - Utilities	TIE TO EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
321	BE	33 - Utilites	3IN RCY	33 - Utilities	POTHOLE EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
322	BE	33 - Utilites	3IN RCY	33 - Utilities	CROSS EXISTING	EA	3					9.00	\$ 643	\$ -	\$ -	\$ -	\$ -	\$ 643
323	BE	33 - Utilites	3IN RCY	33 - Utilities	SUPPORT EXISTING	EA	3	75.00				9.00	\$ 643	\$ 225	\$ -	\$ -	\$ -	\$ 868
324	BE	33 - Utilites	3IN RCY	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	75					16.50	\$ 1,178	\$ -	\$ -	\$ -	\$ -	\$ 1,178
325	BE	33 - Utilites	3IN RCY	33 - Utilities	TRENCH AND BACKFILL 6-8	LF	50					14.00	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000
326	BE	33 - Utilites	3IN RCY	33 - Utilities	IMPORT PIPE BEDDING	CY	28	40.00					\$ -	\$ 1,120	\$ -	\$ -	\$ -	\$ 1,120
327	BE	33 - Utilites	3IN RCY	33 - Utilities	TRACER WIRE	LF	125	1.50				3.13	\$ 223	\$ 188	\$ -	\$ -	\$ -	\$ 411
328	BE	33 - Utilites	3IN RCY	33 - Utilities	TRACER WIRE RISER BOX	EA	2	93.00				3.00	\$ 214	\$ 186	\$ -	\$ -	\$ -	\$ 400
329	BE	33 - Utilites	3IN RCY	33 - Utilities	UG DET WARNING TAPE	LF	125	0.10				3.75	\$ 268	\$ 13	\$ -	\$ -	\$ -	\$ 280
330	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
331	BE	33 - Utilites	2IN PW	33 - Utilities	CTS PE PIPE 2	LF	160	4.40				12.80	\$ 914	\$ 704	\$ -	\$ -	\$ -	\$ 1,618
332	BE	33 - Utilites	2IN PW	33 - Utilities	CTS COMPRESSION CPLG 2	EA	1	180.00				1.00	\$ 71	\$ 180	\$ -	\$ -	\$ -	\$ 251
333	BE	33 - Utilites	2IN PW	33 - Utilities	CTS COMPRESSION 90 BEND 2	EA	1	508.00				1.00	\$ 71	\$ 508	\$ -	\$ -	\$ -	\$ 579

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
334	BE	33 - Utilites	2IN PW	33 - Utilities	CTS COMPRESSION MPT ADPTR 2	EA	1	348.00				1.00	\$ 71	\$ 348	\$ -	\$ -	\$ -	\$ 419
335	BE	33 - Utilites	2IN PW	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	138					30.36	\$ 2,168	\$ -	\$ -	\$ -	\$ -	\$ 2,168
336	BE	33 - Utilites	2IN PW	33 - Utilities	IMPORT PIPE BEDDING	CY	31	40.00					\$ -	\$ 1,240	\$ -	\$ -	\$ -	\$ 1,240
337	BE	33 - Utilites	2IN PW	33 - Utilities	TRACER WIRE	LF	138	1.50				3.45	\$ 246	\$ 207	\$ -	\$ -	\$ -	\$ 453
338	BE	33 - Utilites	2IN PW	33 - Utilities	TRACER WIRE RISER BOX	EA	1	93.00				1.50	\$ 107	\$ 93	\$ -	\$ -	\$ -	\$ 200
339	BE	33 - Utilites	2IN PW	33 - Utilities	UG DET WARNING TAPE	LF	138	0.10				4.14	\$ 296	\$ 14	\$ -	\$ -	\$ -	\$ 309
340	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
341	BE	33 - Utilites	8IN FW	33 - Utilities	DI PIPE RJ 8	LF	300	70.00				54.00	\$ 3,856	\$ 21,000	\$ -	\$ -	\$ -	\$ 24,856
342	BE	33 - Utilites	8IN FW	33 - Utilities	DI PIPE RJ 12	LF	20	109.00				4.40	\$ 314	\$ 2,180	\$ -	\$ -	\$ -	\$ 2,494
343	BE	33 - Utilites	8IN FW	33 - Utilities	DI MJ SOLID SLEEVE 8	EA	2	450.00				6.00	\$ 428	\$ 900	\$ -	\$ -	\$ -	\$ 1,328
344	BE	33 - Utilites	8IN FW	33 - Utilities	DI MJ 90 8	EA	1	456.00				1.00	\$ 71	\$ 456	\$ -	\$ -	\$ -	\$ 527
345	BE	33 - Utilites	8IN FW	33 - Utilities	DI MJ 45 8	EA	6	365.00				6.00	\$ 428	\$ 2,190	\$ -	\$ -	\$ -	\$ 2,618
346	BE	33 - Utilites	8IN FW	33 - Utilities	DI MJ TEE 12 X 8	EA	1	1030.00				2.50	\$ 179	\$ 1,030	\$ -	\$ -	\$ -	\$ 1,209
347	BE	33 - Utilites	8IN FW	33 - Utilities	DI MJ SOLID SLEEVE 12	EA	2	225.00				8.00	\$ 571	\$ 450	\$ -	\$ -	\$ -	\$ 1,021
348	BE	33 - Utilites	8IN FW	33 - Utilities	DI MEGALUG W/ ACC 8	EA	20	577.00				20.00	\$ 1,428	\$ 11,540	\$ -	\$ -	\$ -	\$ 12,968
349	BE	33 - Utilites	8IN FW	33 - Utilities	DI MEGALUG W/ ACC 12	EA	7	1031.00				7.00	\$ 500	\$ 7,217	\$ -	\$ -	\$ -	\$ 7,717
350	BE	33 - Utilites	8IN FW	33 - Utilities	TIE TO EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
351	BE	33 - Utilites	8IN FW	33 - Utilities	POTHOLE EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
352	BE	33 - Utilites	8IN FW	33 - Utilities	CROSS EXISTING	EA	5					15.00	\$ 1,071	\$ -	\$ -	\$ -	\$ -	\$ 1,071
353	BE	33 - Utilites	8IN FW	33 - Utilities	SUPPORT EXISTING	EA	5	75.00				15.00	\$ 1,071	\$ 375	\$ -	\$ -	\$ -	\$ 1,446
354	BE	33 - Utilites	8IN FW	33 - Utilities	VALVE MJ GATE 8	EA	1	2583.00				3.00	\$ 214	\$ 2,583	\$ -	\$ -	\$ -	\$ 2,797
355	BE	33 - Utilites	8IN FW	33 - Utilities	VALVE BOX COMPLETE 7FT BURY	EA	1	322.00				4.00	\$ 286	\$ 322	\$ -	\$ -	\$ -	\$ 608
356	BE	33 - Utilites	8IN FW	33 - Utilities	VALVE STEM EXTENSION	EA	1	445.00				1.00	\$ 71	\$ 445	\$ -	\$ -	\$ -	\$ 516
357	BE	33 - Utilites	8IN FW	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	82					18.04	\$ 1,288	\$ -	\$ -	\$ -	\$ -	\$ 1,288
358	BE	33 - Utilites	8IN FW	33 - Utilities	TRENCH AND BACKFILL 6-8	LF	200					56.00	\$ 3,999	\$ -	\$ -	\$ -	\$ -	\$ 3,999
359	BE	33 - Utilites	8IN FW	33 - Utilities	IMPORT PIPE BEDDING	CY	100	40.00					\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
360	BE	33 - Utilites	8IN FW	33 - Utilities	PIPE WRAP 4 - 12IN	LF	282	2.50				7.05	\$ 503	\$ 705	\$ -	\$ -	\$ -	\$ 1,208
361	BE	33 - Utilites	8IN FW	33 - Utilities	TRACER WIRE	LF	282	1.50				7.05	\$ 503	\$ 423	\$ -	\$ -	\$ -	\$ 926
362	BE	33 - Utilites	8IN FW	33 - Utilities	TRACER WIRE RISER BOX	EA	1	93.00				1.50	\$ 107	\$ 93	\$ -	\$ -	\$ -	\$ 200
363	BE	33 - Utilites	8IN FW	33 - Utilities	UG DET WARNING TAPE	LF	282	0.10				8.46	\$ 604	\$ 28	\$ -	\$ -	\$ -	\$ 632
364	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
365	BE	33 - Utilites	8IN BWW	33 - Utilities	DI PIPE RJ 8	LF	100	70.00				18.00	\$ 1,285	\$ 7,000	\$ -	\$ -	\$ -	\$ 8,285
366	BE	33 - Utilites	8IN BWW	33 - Utilities	DI MJ SOLID SLEEVE 8	EA	2	450.00				6.00	\$ 428	\$ 900	\$ -	\$ -	\$ -	\$ 1,328
367	BE	33 - Utilites	8IN BWW	33 - Utilities	DI MJ 90 8	EA	1	456.00				1.00	\$ 71	\$ 456	\$ -	\$ -	\$ -	\$ 527
368	BE	33 - Utilites	8IN BWW	33 - Utilities	DI MJ 45 8	EA	2	365.00				2.00	\$ 143	\$ 730	\$ -	\$ -	\$ -	\$ 873
369	BE	33 - Utilites	8IN BWW	33 - Utilities	DI MEGALUG W/ ACC 6	EA	10	369.00				10.00	\$ 714	\$ 3,690	\$ -	\$ -	\$ -	\$ 4,404
370	BE	33 - Utilites	8IN BWW	33 - Utilities	TIE TO EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
371	BE	33 - Utilites	8IN BWV	33 - Utilities	POTHOLE EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
372	BE	33 - Utilites	8IN BWV	33 - Utilities	CROSS EXISTING	EA	3					9.00	\$ 643	\$ -	\$ -	\$ -	\$ -	\$ 643
373	BE	33 - Utilites	8IN BWV	33 - Utilities	SUPPORT EXISTING	EA	3	75.00				9.00	\$ 643	\$ 225	\$ -	\$ -	\$ -	\$ 868
374	BE	33 - Utilites	8IN BWV	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	42					9.24	\$ 660	\$ -	\$ -	\$ -	\$ -	\$ 660
375	BE	33 - Utilites	8IN BWV	33 - Utilities	TRENCH AND BACKFILL 6-8	LF	50					14.00	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000
376	BE	33 - Utilites	8IN BWV	33 - Utilities	IMPORT PIPE BEDDING	CY	31	40.00					\$ -	\$ 1,240	\$ -	\$ -	\$ -	\$ 1,240
377	BE	33 - Utilites	8IN BWV	33 - Utilities	PIPE WRAP 4 - 12IN	LF	92	2.50				2.30	\$ 164	\$ 230	\$ -	\$ -	\$ -	\$ 394
378	BE	33 - Utilites	8IN BWV	33 - Utilities	TRACER WIRE	LF	92	1.50				2.30	\$ 164	\$ 138	\$ -	\$ -	\$ -	\$ 302
379	BE	33 - Utilites	8IN BWV	33 - Utilities	TRACER WIRE RISER BOX	EA	2	93.00				3.00	\$ 214	\$ 186	\$ -	\$ -	\$ -	\$ 400
380	BE	33 - Utilites	8IN BWV	33 - Utilities	UG DET WARNING TAPE	LF	92	0.10				2.76	\$ 197	\$ 9	\$ -	\$ -	\$ -	\$ 206
381	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
382	BE	33 - Utilites	6IN PW	33 - Utilities	DI PIPE RJ 8	LF	20	70.00				3.60	\$ 257	\$ 1,400	\$ -	\$ -	\$ -	\$ 1,657
383	BE	33 - Utilites	6IN PW	33 - Utilities	DI PIPE RJ 6	LF	140	54.00				21.00	\$ 1,500	\$ 7,560	\$ -	\$ -	\$ -	\$ 9,060
384	BE	33 - Utilites	6IN PW	33 - Utilities	DI MJ SOLID SLEEVE 6	EA	1	280.00				3.00	\$ 214	\$ 280	\$ -	\$ -	\$ -	\$ 494
385	BE	33 - Utilites	6IN PW	33 - Utilities	DI MJ 90 8	EA	1	456.00				1.00	\$ 71	\$ 456	\$ -	\$ -	\$ -	\$ 527
386	BE	33 - Utilites	6IN PW	33 - Utilities	DI MJ 45 6	EA	2	250.00				2.00	\$ 143	\$ 500	\$ -	\$ -	\$ -	\$ 643
387	BE	33 - Utilites	6IN PW	33 - Utilities	DI MJ CAP 8	EA	1	206.00				0.75	\$ 54	\$ 206	\$ -	\$ -	\$ -	\$ 260
388	BE	33 - Utilites	6IN PW	33 - Utilities	DI MJ RED 8 X 6	EA	1	262.00				1.00	\$ 71	\$ 262	\$ -	\$ -	\$ -	\$ 333
389	BE	33 - Utilites	6IN PW	33 - Utilities	DI MJ PLUG 6 TAPT 2IN	EA	1	202.00				0.75	\$ 54	\$ 202	\$ -	\$ -	\$ -	\$ 256
390	BE	33 - Utilites	6IN PW	33 - Utilities	DI MJ TEE 6	EA	1	443.00				1.50	\$ 107	\$ 443	\$ -	\$ -	\$ -	\$ 550
391	BE	33 - Utilites	6IN PW	33 - Utilities	DI MEGALUG W/ ACC 8	EA	4	577.00				4.00	\$ 286	\$ 2,308	\$ -	\$ -	\$ -	\$ 2,594
392	BE	33 - Utilites	6IN PW	33 - Utilities	DI MEGALUG W/ ACC 6	EA	11	369.00				11.00	\$ 786	\$ 4,059	\$ -	\$ -	\$ -	\$ 4,845
393	BE	33 - Utilites	6IN PW	33 - Utilities	DI MJ ACC KIT 6	EA	1	65.00				0.75	\$ 54	\$ 65	\$ -	\$ -	\$ -	\$ 119
394	BE	33 - Utilites	6IN PW	33 - Utilities	TIE TO EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
395	BE	33 - Utilites	6IN PW	33 - Utilities	POTHOLE EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
396	BE	33 - Utilites	6IN PW	33 - Utilities	CROSS EXISTING	EA	2					6.00	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ 428
397	BE	33 - Utilites	6IN PW	33 - Utilities	SUPPORT EXISTING	EA	2	75.00				6.00	\$ 428	\$ 150	\$ -	\$ -	\$ -	\$ 578
398	BE	33 - Utilites	6IN PW	33 - Utilities	FIRE HYDRANT 6IN X 7FT	EA	1	6429.00				4.00	\$ 286	\$ 6,429	\$ -	\$ -	\$ -	\$ 6,715
399	BE	33 - Utilites	6IN PW	33 - Utilities	VALVE MJ GATE 8	EA	1	2583.00				3.00	\$ 214	\$ 2,583	\$ -	\$ -	\$ -	\$ 2,797
400	BE	33 - Utilites	6IN PW	33 - Utilities	VALVE BOX COMPLETE 7FT BURY	EA	1	322.00				4.00	\$ 286	\$ 322	\$ -	\$ -	\$ -	\$ 608
401	BE	33 - Utilites	6IN PW	33 - Utilities	VALVE STEM EXTENSION	EA	1	445.00				1.00	\$ 71	\$ 445	\$ -	\$ -	\$ -	\$ 516
402	BE	33 - Utilites	6IN PW	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	40					8.80	\$ 628	\$ -	\$ -	\$ -	\$ -	\$ 628
403	BE	33 - Utilites	6IN PW	33 - Utilities	TRENCH AND BACKFILL 6-8	LF	100					28.00	\$ 1,999	\$ -	\$ -	\$ -	\$ -	\$ 1,999
404	BE	33 - Utilites	6IN PW	33 - Utilities	IMPORT PIPE BEDDING	CY	52	40.00					\$ -	\$ 2,080	\$ -	\$ -	\$ -	\$ 2,080
405	BE	33 - Utilites	6IN PW	33 - Utilities	PIPE WRAP 4 - 12IN	LF	140	2.50				3.50	\$ 250	\$ 350	\$ -	\$ -	\$ -	\$ 600
406	BE	33 - Utilites	6IN PW	33 - Utilities	TRACER WIRE	LF	140	1.50				3.50	\$ 250	\$ 210	\$ -	\$ -	\$ -	\$ 460
407	BE	33 - Utilites	6IN PW	33 - Utilities	TRACER WIRE RISER BOX	EA	1	93.00				1.50	\$ 107	\$ 93	\$ -	\$ -	\$ -	\$ 200

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
408	BE	33 - Utilites	6IN PW	33 - Utilities	UG DET WARNING TAPE	LF	140	0.10				4.20	\$ 300	\$ 14	\$ -	\$ -	\$ -	\$ 314
409	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
410	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	PRECAST MH 48IN	VF	8	700.00				16.00	\$ 1,143	\$ 5,600	\$ -	\$ -	\$ -	\$ 6,743
411	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	PRECAST MH RING AND COVER 24	EA	1	300.00				2.00	\$ 143	\$ 300	\$ -	\$ -	\$ -	\$ 443
412	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	IMPORT BASE CLASS 6	CY	9	60.00				2.25	\$ 161	\$ 540	\$ -	\$ -	\$ -	\$ 701
413	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	PRECAST MH RAMNEK	LF	60	3.00				3.00	\$ 214	\$ 180	\$ -	\$ -	\$ -	\$ 394
414	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	CONC MH BASE	LS	1	1500.00				16.00	\$ 1,143	\$ 1,500	\$ -	\$ -	\$ -	\$ 2,643
415	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	TAPPING SERVICE 1IN ON 12IN DIP WITH CORP	EA	1	250.00			2000.00	4.00	\$ 286	\$ 250	\$ -	\$ -	\$ 2,000	\$ 2,536
416	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	BRONZE BV THD 1	EA	1	60.00				0.25	\$ 18	\$ 60	\$ -	\$ -	\$ -	\$ 78
417	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	BRASS BUSH THD 1 X 1/2	EA	1	8.00				0.25	\$ 18	\$ 8	\$ -	\$ -	\$ -	\$ 26
418	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	PE TUBING REINF 1/2 ID	LF	300	4.30				24.00	\$ 1,714	\$ 1,290	\$ -	\$ -	\$ -	\$ 3,004
419	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	PVC80 TUBE ADPTR MPT X INS 1/2	EA	2	8.00				0.42	\$ 30	\$ 16	\$ -	\$ -	\$ -	\$ 46
420	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	PVC80 PIPE 6	LF	240	44.10				36.00	\$ 2,571	\$ 10,584	\$ -	\$ -	\$ -	\$ 13,155
421	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	PVC80 CPLG 6	EA	12	90.00				6.00	\$ 428	\$ 1,080	\$ -	\$ -	\$ -	\$ 1,508
422	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	PVC80 45 6	EA	2	135.00				2.00	\$ 143	\$ 270	\$ -	\$ -	\$ -	\$ 413
423	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	PVC80 22.5 6	EA	4	135.00				4.00	\$ 286	\$ 540	\$ -	\$ -	\$ -	\$ 826
424	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	FERNCO CPLG 6	EA	2	35.00				1.50	\$ 107	\$ 70	\$ -	\$ -	\$ -	\$ 177
425	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	GROUT PIPE IN MH	EA	1	15.00				1.00	\$ 71	\$ 15	\$ -	\$ -	\$ -	\$ 86
426	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	POTHOLE EXISTING	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
427	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	CROSS EXISTING	EA	7					21.00	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500
428	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	SUPPORT EXISTING	EA	7	75.00				21.00	\$ 1,500	\$ 525	\$ -	\$ -	\$ -	\$ 2,025
429	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	TRENCH AND BACKFILL 4-6	LF	40					8.80	\$ 628	\$ -	\$ -	\$ -	\$ -	\$ 628
430	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	TRENCH AND BACKFILL 6-8	LF	187					52.36	\$ 3,739	\$ -	\$ -	\$ -	\$ -	\$ 3,739
431	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	IMPORT PIPE BEDDING	CY	77	40.00					\$ -	\$ 3,080	\$ -	\$ -	\$ -	\$ 3,080
432	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	TRACER WIRE	LF	227	1.50				5.68	\$ 405	\$ 341	\$ -	\$ -	\$ -	\$ 746
433	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	TRACER WIRE RISER BOX	EA	2	93.00				3.00	\$ 214	\$ 186	\$ -	\$ -	\$ -	\$ 400
434	BE	33 - Utilites	1/2IN SAMPLE	33 - Utilities	UG DET WARNING TAPE	LF	227	0.10				6.81	\$ 486	\$ 23	\$ -	\$ -	\$ -	\$ 509
435	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
436	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
437	BE	40 - Process Piping	GENERAL PROCESS PIPE	40 - Process Integration	PVC CEMEENT AND PRIMER	QT	6	82.00					\$ -	\$ 492	\$ -	\$ -	\$ -	\$ 492
438	BE	40 - Process Piping	GENERAL PROCESS PIPE	40 - Process Integration	PIPE TAP / SADDLE	EA	2	175.00					\$ -	\$ 350	\$ -	\$ -	\$ -	\$ 350
439	BE	40 - Process Piping	GENERAL PROCESS PIPE	40 - Process Integration	CHEM FEED TO INJ POINT	EA	7	650.00				140.00	\$ 9,997	\$ 4,550	\$ -	\$ -	\$ -	\$ 14,547
440	BE	40 - Process Piping	GENERAL PROCESS PIPE	40 - Process Integration	EQUIP BOOM LIFT 45 FT	MO	1		5000.00		1000.00		\$ -	\$ -	\$ 5,000	\$ -	\$ 1,000	\$ 6,000
441	BE	40 - Process Piping	GENERAL PROCESS PIPE	40 - Process Integration	INST TUBING / SAMPLE LINE	EA	6	350.00				60.00	\$ 4,285	\$ 2,100	\$ -	\$ -	\$ -	\$ 6,385
442	BE	40 - Process Piping	GENERAL PROCESS PIPE	40 - Process Integration	TANK INST MOUNTING	EA	8	75.00				16.00	\$ 1,143	\$ 600	\$ -	\$ -	\$ -	\$ 1,743
443	BE	40 - Process Piping	GENERAL PROCESS PIPE	40 - Process Integration	PRESSURE TEST PIPING	EA	28	35.00				112.00	\$ 7,998	\$ 980	\$ -	\$ -	\$ -	\$ 8,978
444	BE	40 - Process Piping	GENERAL PROCESS PIPE	40 - Process Integration	FLUSH AND DISINFECT	EA	5	50.00				20.00	\$ 1,428	\$ 250	\$ -	\$ -	\$ -	\$ 1,678

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
445	BE	40 - Process Piping	GENERAL PROCESS PIPE	40 - Process Integration	PS PIPE SUPPORT DESIGN	LS	1				5500.00		\$ -	\$ -	\$ -	\$ -	\$ 5,500	\$ 5,500
446	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
447	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 8 X 1' 0"	EA	1	654.00				0.75	\$ 54	\$ 654	\$ -	\$ -	\$ -	\$ 708
448	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 8 X 2' 0"	EA	1	784.00				1.00	\$ 71	\$ 784	\$ -	\$ -	\$ -	\$ 855
449	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXPE 8 X 2' 0"	EA	2	511.00				5.00	\$ 357	\$ 1,022	\$ -	\$ -	\$ -	\$ 1,379
450	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI MEGAFLANGE 8	EA	2	501.00				2.00	\$ 143	\$ 1,002	\$ -	\$ -	\$ -	\$ 1,145
451	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 8 X 2' 6"	EA	1	844.00				1.25	\$ 89	\$ 844	\$ -	\$ -	\$ -	\$ 933
452	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 8 X 7' 0"	EA	4	1477.00				14.00	\$ 1,000	\$ 5,908	\$ -	\$ -	\$ -	\$ 6,908
453	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI FLG 90 8	EA	2	878.00				2.00	\$ 143	\$ 1,756	\$ -	\$ -	\$ -	\$ 1,899
454	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI FLG TEE 8	EA	4	1309.00				6.00	\$ 428	\$ 5,236	\$ -	\$ -	\$ -	\$ 5,664
455	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI FLG RED CON 8 X 3	EA	1	565.00				1.00	\$ 71	\$ 565	\$ -	\$ -	\$ -	\$ 636
456	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI FLG RED CON 8 X 6	EA	2	602.00				2.00	\$ 143	\$ 1,204	\$ -	\$ -	\$ -	\$ 1,347
457	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 6 X 3' 0"	EA	2	630.00				4.00	\$ 286	\$ 1,260	\$ -	\$ -	\$ -	\$ 1,546
458	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 4 X 3' 0"	EA	2	511.00				4.00	\$ 286	\$ 1,022	\$ -	\$ -	\$ -	\$ 1,308
459	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 4 X 7' 0"	EA	1	823.00				3.00	\$ 214	\$ 823	\$ -	\$ -	\$ -	\$ 1,037
460	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 3 X 5' 0"	EA	2	1063.00				4.00	\$ 286	\$ 2,126	\$ -	\$ -	\$ -	\$ 2,412
461	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 3 X 18' 0"	EA	1	3207.00				6.50	\$ 464	\$ 3,207	\$ -	\$ -	\$ -	\$ 3,671
462	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXF 3 X 12' 0"	EA	2	2218.00				10.00	\$ 714	\$ 4,436	\$ -	\$ -	\$ -	\$ 5,150
463	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXPE 3 X 10' 0"	EA	1	1763.00				5.00	\$ 357	\$ 1,763	\$ -	\$ -	\$ -	\$ 2,120
464	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI FLG TEE 8 X 4	EA	4	1218.00				6.00	\$ 428	\$ 4,872	\$ -	\$ -	\$ -	\$ 5,300
465	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI FLG 90 3	EA	5	225.00				2.50	\$ 179	\$ 1,125	\$ -	\$ -	\$ -	\$ 1,304
466	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI MEGAFLANGE 3	EA	2	87.00				1.00	\$ 71	\$ 174	\$ -	\$ -	\$ -	\$ 245
467	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI PIPE FXPE 3 X 5' 0"	EA	1	1063.00				2.00	\$ 143	\$ 1,063	\$ -	\$ -	\$ -	\$ 1,206
468	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI FLG 90 4	EA	2	348.00				2.00	\$ 143	\$ 696	\$ -	\$ -	\$ -	\$ 839
469	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI BLIND FLANGE 8	EA	2	409.00				2.00	\$ 143	\$ 818	\$ -	\$ -	\$ -	\$ 961
470	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	VALVE FLANGE BFV 3	EA	2	1143.00				2.00	\$ 143	\$ 2,286	\$ -	\$ -	\$ -	\$ 2,429
471	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	DI BLIND FLANGE 3	EA	2	95.00				1.00	\$ 71	\$ 190	\$ -	\$ -	\$ -	\$ 261
472	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	VALVE FLANGE BFV 8	EA	3	3386.00				6.00	\$ 428	\$ 10,158	\$ -	\$ -	\$ -	\$ 10,586
473	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	VALVE FLANGE BFV 6	EA	2	2829.00				3.50	\$ 250	\$ 5,658	\$ -	\$ -	\$ -	\$ 5,908
474	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	INST MAG METER 3	EA	1					1.00	\$ 71	\$ -	\$ -	\$ -	\$ -	\$ 71
475	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	VALVE FLANGE BFV 4	EA	1	1886.00				1.50	\$ 107	\$ 1,886	\$ -	\$ -	\$ -	\$ 1,993
476	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	NBG KIT SS 8	EA	30	60.00				18.00	\$ 1,285	\$ 1,800	\$ -	\$ -	\$ -	\$ 3,085
477	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	NBG KIT SS 6	EA	4	68.00				2.00	\$ 143	\$ 272	\$ -	\$ -	\$ -	\$ 415
478	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	NBG KIT SS 4	EA	9	43.00				3.60	\$ 257	\$ 387	\$ -	\$ -	\$ -	\$ 644
479	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	NBG KIT SS 3	EA	16	29.00				3.36	\$ 240	\$ 464	\$ -	\$ -	\$ -	\$ 704
480	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	PS KNEE BRACE W/ U BOLT HDG 3IN PIPE 16IN REACH	EA	7	715.00				21.00	\$ 1,500	\$ 5,005	\$ -	\$ -	\$ -	\$ 6,505
481	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	PS ADJ PIPE STAND W/ U BOLT HDG 8 X 1' 6"	EA	4	250.00				12.00	\$ 857	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,857

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
482	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	PS ADJ PIPE STAND W/ U BOLT HDG 8 X 7' 0"	EA	3	727.00				13.50	\$ 964	\$ 2,181	\$ -	\$ -	\$ -	\$ 3,145
483	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	PS ADJ PIPE STAND W/ U BOLT HDG 6 X 7' 0"	EA	2	727.00				9.00	\$ 643	\$ 1,454	\$ -	\$ -	\$ -	\$ 2,097
484	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	PS ANCHOR	EA	64	15.00				3.20	\$ 229	\$ 960	\$ -	\$ -	\$ -	\$ 1,189
485	BE	40 - Process Piping	RW & RCY TO MEM SKIDS	40 - Process Integration	PS GROUT PIPE STAND	EA	11	10.00				5.50	\$ 393	\$ 110	\$ -	\$ -	\$ -	\$ 503
486	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
487	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	DI PIPE FXF 8 X 7' 0"	EA	6	1477.00				21.00	\$ 1,500	\$ 8,862	\$ -	\$ -	\$ -	\$ 10,362
488	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	DI PIPE FXF 8 X 10' 0"	EA	8	1824.00				48.00	\$ 3,428	\$ 14,592	\$ -	\$ -	\$ -	\$ 18,020
489	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	DI FLG TEE 8	EA	4	1309.00				6.00	\$ 428	\$ 5,236	\$ -	\$ -	\$ -	\$ 5,664
490	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	DI BLIND FLANGE 8	EA	4	409.00				4.00	\$ 286	\$ 1,636	\$ -	\$ -	\$ -	\$ 1,922
491	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	DI FLG 90 8	EA	5	878.00				5.00	\$ 357	\$ 4,390	\$ -	\$ -	\$ -	\$ 4,747
492	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	VALVE FLANGE BFV 8	EA	1	3386.00				2.00	\$ 143	\$ 3,386	\$ -	\$ -	\$ -	\$ 3,529
493	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	DI PIPE FXPE 8 X 10' 0"	EA	2	1551.00				12.00	\$ 857	\$ 3,102	\$ -	\$ -	\$ -	\$ 3,959
494	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	DI MEGAFLANGE 8	EA	2	501.00				2.00	\$ 143	\$ 1,002	\$ -	\$ -	\$ -	\$ 1,145
495	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	NBG KIT SS 8	EA	36	60.00				21.60	\$ 1,542	\$ 2,160	\$ -	\$ -	\$ -	\$ 3,702
496	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	PS ADJ PIPE STAND W/ U BOLT HDG 8 X 7' 0"	EA	14	727.00				63.00	\$ 4,499	\$ 10,178	\$ -	\$ -	\$ -	\$ 14,677
497	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	PS ANCHOR	EA	56	15.00				2.80	\$ 200	\$ 840	\$ -	\$ -	\$ -	\$ 1,040
498	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	PS GROUT PIPE STAND	EA	14	10.00				7.00	\$ 500	\$ 140	\$ -	\$ -	\$ -	\$ 640
499	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	NBG KIT SS 6	EA	12	68.00				6.00	\$ 428	\$ 816	\$ -	\$ -	\$ -	\$ 1,244
500	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	EXP JOINT FLANGED W/ REST 8	EA	1	5429.00				2.50	\$ 179	\$ 5,429	\$ -	\$ -	\$ -	\$ 5,608
501	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	VALVE FLANGE BFV 6	EA	4	2829.00				7.00	\$ 500	\$ 11,316	\$ -	\$ -	\$ -	\$ 11,816
502	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	DI FLG RED CON 8 X 6	EA	4	602.00				4.00	\$ 286	\$ 2,408	\$ -	\$ -	\$ -	\$ 2,694
503	BE	40 - Process Piping	BWW & FLT FM MEM SKIDS	40 - Process Integration	DI PIPE FXF 6 X 3' 0"	EA	4	630.00				8.00	\$ 571	\$ 2,520	\$ -	\$ -	\$ -	\$ 3,091
504	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
505	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PVC80 PIPE 3	LF	40	15.10				8.40	\$ 600	\$ 604	\$ -	\$ -	\$ -	\$ 1,204
506	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PVC80 CPLG 3	EA	2	22.00				0.42	\$ 30	\$ 44	\$ -	\$ -	\$ -	\$ 74
507	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PVC80 90 3	EA	3	27.00				0.63	\$ 45	\$ 81	\$ -	\$ -	\$ -	\$ 126
508	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PVC80 FLANGE VAN STONE 4 SPIG	EA	2	39.00				0.60	\$ 43	\$ 78	\$ -	\$ -	\$ -	\$ 121
509	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PVC80 RED CPLG 4X3	EA	2	47.00				0.50	\$ 36	\$ 94	\$ -	\$ -	\$ -	\$ 130
510	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PVC80 FLANGE VAN STONE 3	EA	10	26.30				2.10	\$ 150	\$ 263	\$ -	\$ -	\$ -	\$ 413
511	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	NBG KIT SS 4	EA	2	43.00				0.80	\$ 57	\$ 86	\$ -	\$ -	\$ -	\$ 143
512	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	NBG KIT SS 3	EA	10	29.00				2.10	\$ 150	\$ 290	\$ -	\$ -	\$ -	\$ 440
513	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PS STRUT SLOTTED SS 1-5/8	LF	20	13.00				3.00	\$ 214	\$ 260	\$ -	\$ -	\$ -	\$ 474
514	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PS STRUT POST BASE SS	EA	2	75.00				2.00	\$ 143	\$ 150	\$ -	\$ -	\$ -	\$ 293
515	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PS 2PC STUT CLAMP SS 3	EA	6	5.20				1.26	\$ 90	\$ 31	\$ -	\$ -	\$ -	\$ 121
516	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PS STRUT MISC FTG / HARDWARE	LS	1	100.00					\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100
517	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PS ANCHOR	EA	8	15.00				0.40	\$ 29	\$ 120	\$ -	\$ -	\$ -	\$ 149
518	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	PS GROUT PIPE STAND	EA	2	10.00				1.00	\$ 71	\$ 20	\$ -	\$ -	\$ -	\$ 91

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
519	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	VALVE FLANGE BFV 3	EA	2	1143.00				2.00	\$ 143	\$ 2,286	\$ -	\$ -	\$ -	\$ 2,429
520	BE	40 - Process Piping	GW LINES TO FLT TNK	40 - Process Integration	INST MAG METER 3	EA	2					2.00	\$ 143	\$ -	\$ -	\$ -	\$ -	\$ 143
521	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
522	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	EXP JOINT FLANGED W/ REST 8	EA	1	5429.00				2.50	\$ 179	\$ 5,429	\$ -	\$ -	\$ -	\$ 5,608
523	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI MEGAFLANGE 8	EA	2	501.00				2.00	\$ 143	\$ 1,002.00	\$ -	\$ -	\$ -	\$ 1,145
524	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI PIPE FXPE 8 X 7' 0"	EA	1	1163.00				5.00	\$ 357	\$ 1,163	\$ -	\$ -	\$ -	\$ 1,520
525	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI PIPE FXPE 8 X 2' 0"	EA	1	511.00				2.50	\$ 179	\$ 511	\$ -	\$ -	\$ -	\$ 690
526	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI PIPE FXF 8 X 3' 0"	EA	1	914.00				1.75	\$ 125	\$ 914	\$ -	\$ -	\$ -	\$ 1,039
527	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI PIPE FXF 8 X 2' 6"	EA	3	844.00				3.75	\$ 268	\$ 2,532	\$ -	\$ -	\$ -	\$ 2,800
528	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI PIPE FXF 8 X 1' 0"	EA	1	654.00				0.75	\$ 54	\$ 654	\$ -	\$ -	\$ -	\$ 708
529	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI PIPE FXPE 4 X 1' 0"	EA	4	213.00				3.00	\$ 214	\$ 852	\$ -	\$ -	\$ -	\$ 1,066
530	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI MEGAFLANGE 4	EA	4	263.00				4.00	\$ 286	\$ 1,052	\$ -	\$ -	\$ -	\$ 1,338
531	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI PIPE FXF 4 X 0' 6"	EA	4	354.00				3.00	\$ 214	\$ 1,416	\$ -	\$ -	\$ -	\$ 1,630
532	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI FLG 45 8	EA	1	725.00				1.00	\$ 71	\$ 725	\$ -	\$ -	\$ -	\$ 796
533	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI FLG TEE 8 X 4	EA	4	1218.00				6.00	\$ 428	\$ 4,872	\$ -	\$ -	\$ -	\$ 5,300
534	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI BLIND FLANGE 8	EA	2	409.00				2.00	\$ 143	\$ 818	\$ -	\$ -	\$ -	\$ 961
535	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	DI FLG 90 8	EA	1	878.00				1.00	\$ 71	\$ 878	\$ -	\$ -	\$ -	\$ 949
536	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	VALVE FLANGE BFV 8	EA	1	3386.00				2.00	\$ 143	\$ 3,386	\$ -	\$ -	\$ -	\$ 3,529
537	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	VALVE FLANGE BFV 4	EA	4	1886.00				6.00	\$ 428	\$ 7,544	\$ -	\$ -	\$ -	\$ 7,972
538	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	VALVE FLANGE CHECK 4	EA	2	3772.00				4.00	\$ 286	\$ 7,544	\$ -	\$ -	\$ -	\$ 7,830
539	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	INST MAG METER 8	EA	1					2.00	\$ 143	\$ -	\$ -	\$ -	\$ -	\$ 143
540	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	FLUSHING CONN	EA	4	100.00				6.00	\$ 428	\$ 400	\$ -	\$ -	\$ -	\$ 828
541	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	NBG KIT SS 8	EA	18	60.00				10.80	\$ 771	\$ 1,080	\$ -	\$ -	\$ -	\$ 1,851
542	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	NBG KIT SS 4	EA	18	43.00				7.20	\$ 514	\$ 774	\$ -	\$ -	\$ -	\$ 1,288
543	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	PS ADJ PIPE STAND W/ U BOLT HDG 8 X 3' 6"	EA	5	515.00				15.00	\$ 1,071	\$ 2,575	\$ -	\$ -	\$ -	\$ 3,646
544	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	PS ADJ PIPE STAND W/ U BOLT HDG 4 X 3' 6"	EA	4	515.00				12.00	\$ 857	\$ 2,060	\$ -	\$ -	\$ -	\$ 2,917
545	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	PS ANCHOR	EA	36	15.00				1.80	\$ 129	\$ 540	\$ -	\$ -	\$ -	\$ 669
546	BE	40 - Process Piping	FW TANK TO YARD	40 - Process Integration	PS GROUT PIPE STAND	EA	9	10.00				4.50	\$ 321	\$ 90	\$ -	\$ -	\$ -	\$ 411
547	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
548	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 PIPE 3	LF	20	15.10				4.20	\$ 300	\$ 302	\$ -	\$ -	\$ -	\$ 602
549	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 CPLG 3	EA	1	22.00				0.21	\$ 15	\$ 22	\$ -	\$ -	\$ -	\$ 37
550	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 90 3	EA	2	27.00				0.42	\$ 30	\$ 54	\$ -	\$ -	\$ -	\$ 84
551	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 45 3	EA	4	36.30				0.84	\$ 60	\$ 145	\$ -	\$ -	\$ -	\$ 205
552	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 FLANGE VAN STONE 3	EA	2	26.30				0.42	\$ 30	\$ 53	\$ -	\$ -	\$ -	\$ 83
553	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	NBG KIT SS 3	EA	2	29.00				0.42	\$ 30	\$ 58	\$ -	\$ -	\$ -	\$ 88
554	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 UNION S 3	EA	1	51.00				0.21	\$ 15	\$ 51	\$ -	\$ -	\$ -	\$ 66
555	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PS 2PC STUT CLAMP SS 3	EA	8	5.20				1.68	\$ 120	\$ 42	\$ -	\$ -	\$ -	\$ 162

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
556	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PS STRUT SLOTTED SS 1-5/8	LF	24	13.00				3.60	\$ 257	\$ 312	\$ -	\$ -	\$ -	\$ 569
557	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PS ANCHOR F/ STRUT	EA	16	7.00				1.60	\$ 114	\$ 112	\$ -	\$ -	\$ -	\$ 226
558	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PS STRUT POST BASE SS	EA	8	75.00				8.00	\$ 571	\$ 600	\$ -	\$ -	\$ -	\$ 1,171
559	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 CAP 3	EA	2	30.00				0.42	\$ 30	\$ 60	\$ -	\$ -	\$ -	\$ 90
560	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 TEE 3 X 2	EA	4	9.00				0.60	\$ 43	\$ 36	\$ -	\$ -	\$ -	\$ 79
561	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 PIPE 2	LF	20	7.40				4.20	\$ 300	\$ 148	\$ -	\$ -	\$ -	\$ 448
562	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 CPLG 2	EA	1	7.50				0.21	\$ 15	\$ 8	\$ -	\$ -	\$ -	\$ 22
563	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 TEE 2 X 1/2	EA	4	6.10				0.84	\$ 60	\$ 24	\$ -	\$ -	\$ -	\$ 84
564	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 TU BALL VALVE 2	EA	4	175.00				0.84	\$ 60	\$ 700	\$ -	\$ -	\$ -	\$ 760
565	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 FLANGE VAN STONE 2	EA	4	15.40				0.84	\$ 60	\$ 62	\$ -	\$ -	\$ -	\$ 122
566	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	NBG KIT SS 2	EA	4	27.00				0.84	\$ 60	\$ 108	\$ -	\$ -	\$ -	\$ 168
567	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 TU BALL CHECK 2	EA	2	215.00				0.42	\$ 30	\$ 430	\$ -	\$ -	\$ -	\$ 460
568	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 TU BALL VALVE 1/2	EA	4	55.00				0.84	\$ 60	\$ 220	\$ -	\$ -	\$ -	\$ 280
569	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PS 2PC STUT CLAMP SS 2	EA	4	3.30				0.84	\$ 60	\$ 13	\$ -	\$ -	\$ -	\$ 73
570	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PS GROUT PIPE STAND	EA	8	10.00				4.00	\$ 286	\$ 80	\$ -	\$ -	\$ -	\$ 366
571	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	DI BLIND FLANGE 8 W/ 3IN TAP	EA	1	769.00				1.00	\$ 71	\$ 769	\$ -	\$ -	\$ -	\$ 840
572	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	NBG KIT SS 8	EA	1	60.00				0.60	\$ 43	\$ 60	\$ -	\$ -	\$ -	\$ 103
573	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	PVC80 MALE ADAPTER 3	EA	2	28.00				0.42	\$ 30	\$ 56	\$ -	\$ -	\$ -	\$ 86
574	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	DI BLIND FLANGE 6 W/ 3IN TAP	EA	1	605.00				1.00	\$ 71	\$ 605	\$ -	\$ -	\$ -	\$ 676
575	BE	40 - Process Piping	RCY IN FILTER BLDG	40 - Process Integration	NBG KIT SS 6	EA	1	68.00				0.50	\$ 36	\$ 68	\$ -	\$ -	\$ -	\$ 104
576	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
577	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	DI PIPE FXPE 8 X 3' 0"	EA	2	641.00				5.00	\$ 357	\$ 1,282	\$ -	\$ -	\$ -	\$ 1,639
578	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	DI MEGALUG W/ ACC 8	EA	4	577.00				4.00	\$ 286	\$ 2,308	\$ -	\$ -	\$ -	\$ 2,594
579	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	DI PIPE FXF 8 X 4' 0"	EA	1	1044.00				2.00	\$ 143	\$ 1,044	\$ -	\$ -	\$ -	\$ 1,187
580	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	DI FLG 90 8	EA	2	878.00				2.00	\$ 143	\$ 1,756	\$ -	\$ -	\$ -	\$ 1,899
581	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	NBG KIT SS 8	EA	17	60.00				10.20	\$ 728	\$ 1,020	\$ -	\$ -	\$ -	\$ 1,748
582	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	PS KNEE BRACE W/ U BOLT HDG 8IN PIPE 24IN REACH	EA	8	1143.00				24.00	\$ 1,714	\$ 9,144	\$ -	\$ -	\$ -	\$ 10,858
583	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	PS ADJ PIPE STAND W/ U BOLT HDG 8 X 1' 0"	EA	1	129.00				3.00	\$ 214	\$ 129	\$ -	\$ -	\$ -	\$ 343
584	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	PS ANCHOR	EA	36	15.00				1.80	\$ 129	\$ 540	\$ -	\$ -	\$ -	\$ 669
585	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	PS GROUT PIPE STAND	EA	1	10.00				0.50	\$ 36	\$ 10	\$ -	\$ -	\$ -	\$ 46
586	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	PVC80 PIPE 8	LF	80	106.00				40.00	\$ 2,856	\$ 8,480	\$ -	\$ -	\$ -	\$ 11,336
587	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	PVC80 FLANGE VAN STONE 8	EA	17	97.00				8.50	\$ 607	\$ 1,649	\$ -	\$ -	\$ -	\$ 2,256
588	BE	40 - Process Piping	BWW IN FLR BLDG	40 - Process Integration	DRILL HOLES IN PVC PIPE	EA	13					3.25	\$ 232	\$ -	\$ -	\$ -	\$ -	\$ 232
589	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
590	BE	40 - Process Piping	TANK VENT	40 - Process Integration	PVC80 PIPE 4	LF	40	44.10				10.00	\$ 714	\$ 1,764	\$ -	\$ -	\$ -	\$ 2,478
591	BE	40 - Process Piping	TANK VENT	40 - Process Integration	PVC80 CPLG 4	EA	2	26.60				0.50	\$ 36	\$ 53	\$ -	\$ -	\$ -	\$ 89
592	BE	40 - Process Piping	TANK VENT	40 - Process Integration	PVC80 90 4	EA	1	40.00				0.30	\$ 21	\$ 40	\$ -	\$ -	\$ -	\$ 61

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
593	BE	40 - Process Piping	TANK VENT	40 - Process Integration	PVC80 45 4	EA	2	65.40				0.60	\$ 43	\$ 131	\$ -	\$ -	\$ -	\$ 174
594	BE	40 - Process Piping	TANK VENT	40 - Process Integration	PVC80 FLANGE VAN STONE 4	EA	6	33.20				1.80	\$ 129	\$ 199	\$ -	\$ -	\$ -	\$ 328
595	BE	40 - Process Piping	TANK VENT	40 - Process Integration	NBG KIT SS 4	EA	4	43.00				1.60	\$ 114	\$ 172	\$ -	\$ -	\$ -	\$ 286
596	BE	40 - Process Piping	TANK VENT	40 - Process Integration	SLEEVE ESCUCHEON BOOT 4IN	EA	2	65.00				3.00	\$ 214	\$ 130	\$ -	\$ -	\$ -	\$ 344
597	BE	40 - Process Piping	TANK VENT	40 - Process Integration	SLEEVE CS 6 X 14	EA	1	124.00				3.00	\$ 214	\$ 124	\$ -	\$ -	\$ -	\$ 338
598	BE	40 - Process Piping	TANK VENT	40 - Process Integration	LS-300 SS	EA	15	8.70				2.25	\$ 161	\$ 131	\$ -	\$ -	\$ -	\$ 291
599	BE	40 - Process Piping	TANK VENT	40 - Process Integration	BIRD SCREEN SS	SF	1	25.00				0.50	\$ 36	\$ 25	\$ -	\$ -	\$ -	\$ 61
600	BE	40 - Process Piping	TANK VENT	40 - Process Integration	PS 2PC STUT CLAMP SS 4	EA	6	13.50				1.26	\$ 90	\$ 81	\$ -	\$ -	\$ -	\$ 171
601	BE	40 - Process Piping	TANK VENT	40 - Process Integration	PS STRUT SLOTTED SS 1-5/8	LF	6	13.00				0.90	\$ 64	\$ 78	\$ -	\$ -	\$ -	\$ 142
602	BE	40 - Process Piping	TANK VENT	40 - Process Integration	PS ANCHOR F/ STRUT	EA	12	7.00				1.20	\$ 86	\$ 84	\$ -	\$ -	\$ -	\$ 170
603	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
604	BE	40 - Process Piping	TANK OF	40 - Process Integration	PVC80 PIPE 6	LF	20	44.10				8.00	\$ 571	\$ 882	\$ -	\$ -	\$ -	\$ 1,453
605	BE	40 - Process Piping	TANK OF	40 - Process Integration	PVC80 CPLG 6	EA	1	90.00				0.40	\$ 29	\$ 90	\$ -	\$ -	\$ -	\$ 119
606	BE	40 - Process Piping	TANK OF	40 - Process Integration	PVC80 90 6	EA	1	112.00				0.40	\$ 29	\$ 112	\$ -	\$ -	\$ -	\$ 141
607	BE	40 - Process Piping	TANK OF	40 - Process Integration	PVC80 FLANGE VAN STONE 6	EA	3	52.30				1.20	\$ 86	\$ 157	\$ -	\$ -	\$ -	\$ 243
608	BE	40 - Process Piping	TANK OF	40 - Process Integration	NBG KIT SS 6	EA	2	68.00				1.00	\$ 71	\$ 136	\$ -	\$ -	\$ -	\$ 207
609	BE	40 - Process Piping	TANK OF	40 - Process Integration	RUPTURE DISC 6	EA	1	35.00				0.50	\$ 36	\$ 35	\$ -	\$ -	\$ -	\$ 71
610	BE	40 - Process Piping	TANK OF	40 - Process Integration	PS 2PC STUT CLAMP SS 6	EA	3	20.00				0.63	\$ 45	\$ 60	\$ -	\$ -	\$ -	\$ 105
611	BE	40 - Process Piping	TANK OF	40 - Process Integration	PS STRUT SLOTTED SS 1-5/8	LF	20	13.00				3.00	\$ 214	\$ 260	\$ -	\$ -	\$ -	\$ 474
612	BE	40 - Process Piping	TANK OF	40 - Process Integration	PS ANCHOR F/ STRUT	EA	8	7.00				0.80	\$ 57	\$ 56	\$ -	\$ -	\$ -	\$ 113
613	BE	40 - Process Piping	TANK OF	40 - Process Integration	PS STRUT MISC FTG / HARDWARE	LS	1	125.00					\$ -	\$ 125	\$ -	\$ -	\$ -	\$ 125
614	BE	40 - Process Piping	TANK OF	40 - Process Integration	PS STRUT POST BASE SS	EA	2	75.00				2.00	\$ 143	\$ 150	\$ -	\$ -	\$ -	\$ 293
615	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
616	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
617	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE TANK	43 - Process Gas and Liquid Handling, Pu	SUPPLY PKG FILTRATE TANK	LS	1	16000.00					\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ 16,000
618	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE TANK	43 - Process Gas and Liquid Handling, Pu	FILTRATE TANK 8000 GAL	EA	1					32.00	\$ 2,285	\$ -	\$ -	\$ -	\$ -	\$ 2,285
619	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE TANK	43 - Process Gas and Liquid Handling, Pu	TANK ANCHORS	EA	12	25.00				3.00	\$ 214	\$ 300	\$ -	\$ -	\$ -	\$ 514
620	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
621	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE PUMPS	43 - Process Gas and Liquid Handling, Pu	SUPPLY PKG FILTRATE PUMP	LS	1	40000.00					\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
622	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE PUMPS	43 - Process Gas and Liquid Handling, Pu	HORIZ CENT PUMP 15HP	EA	2					32.00	\$ 2,285	\$ -	\$ -	\$ -	\$ -	\$ 2,285
623	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE PUMPS	43 - Process Gas and Liquid Handling, Pu	ANCHORS F/ EQUIPMENT	EA	8	25.00				1.60	\$ 114	\$ 200	\$ -	\$ -	\$ -	\$ 314
624	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE PUMPS	43 - Process Gas and Liquid Handling, Pu	GROUT EQUIPMENT BASE	CF	2	125.00				6.00	\$ 428	\$ 250	\$ -	\$ -	\$ -	\$ 678
625	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE PUMPS	43 - Process Gas and Liquid Handling, Pu	MISC MATERIALS	LS	1	250.00					\$ -	\$ 250	\$ -	\$ -	\$ -	\$ 250
626	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE PUMPS	43 - Process Gas and Liquid Handling, Pu	STARTUP AND TRAINING	LS	1					6.00	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ 428
627	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
628	BE	43 - Process Gas & Liquid Handling, Purification, St	BW RCY PUMPS	43 - Process Gas and Liquid Handling, Pu	SUPPLY PKG RECYCLE PUMP	LS	1	20000.00					\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
629	BE	43 - Process Gas & Liquid Handling, Purification, St	BW RCY PUMPS	43 - Process Gas and Liquid Handling, Pu	HORIZ CENT PUMP 1HP	EA	2					28.00	\$ 1,999	\$ -	\$ -	\$ -	\$ -	\$ 1,999

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
630	BE	43 - Process Gas & Liquid Handling, Purification, St	BW RCY PUMPS	43 - Process Gas and Liquid Handling, Pu	ANCHORS F/ EQUIPMENT	EA	8	25.00				1.60	\$ 114	\$ 200	\$ -	\$ -	\$ -	\$ 314
631	BE	43 - Process Gas & Liquid Handling, Purification, St	BW RCY PUMPS	43 - Process Gas and Liquid Handling, Pu	GROUT EQUIPMENT BASE	CF	1	125.00				3.00	\$ 214	\$ 125	\$ -	\$ -	\$ -	\$ 339
632	BE	43 - Process Gas & Liquid Handling, Purification, St	BW RCY PUMPS	43 - Process Gas and Liquid Handling, Pu	MISC MATERIALS	LS	1	100.00					\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100
633	BE	43 - Process Gas & Liquid Handling, Purification, St	BW RCY PUMPS	43 - Process Gas and Liquid Handling, Pu	STARTUP AND TRAINING	LS	1					6.00	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ 428
634	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
635	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE HYPO	43 - Process Gas and Liquid Handling, Pu	SUPPLY PKG SODIUM HYPO FEED PANEL	LS	1	19000.00					\$ -	\$ 19,000	\$ -	\$ -	\$ -	\$ 19,000
636	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE HYPO	43 - Process Gas and Liquid Handling, Pu	CHEM FEED SKID SODIUM HYPOCHLORITE	EA	1					12.00	\$ 857	\$ -	\$ -	\$ -	\$ -	\$ 857
637	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE HYPO	43 - Process Gas and Liquid Handling, Pu	CHEM FEED SUCTION PIPING	EA	1	50.00				3.50	\$ 250	\$ 50	\$ -	\$ -	\$ -	\$ 300
638	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE HYPO	43 - Process Gas and Liquid Handling, Pu	ANCHORS F/ EQUIPMENT	EA	4	20.00				0.80	\$ 57	\$ 80	\$ -	\$ -	\$ -	\$ 137
639	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE HYPO	43 - Process Gas and Liquid Handling, Pu	MISC MATERIALS	LS	1	150.00					\$ -	\$ 150	\$ -	\$ -	\$ -	\$ 150
640	BE	43 - Process Gas & Liquid Handling, Purification, St	FILTRATE HYPO	43 - Process Gas and Liquid Handling, Pu	STARTUP AND TRAINING	LS	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
641	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
642	BE	43 - Process Gas & Liquid Handling, Purification, St	SODA ASH	43 - Process Gas and Liquid Handling, Pu	SUPPLY PKG SODA ASH SYSTEM	LS	1	205028.00					\$ -	\$ 205,028	\$ -	\$ -	\$ -	\$ 205,028
643	BE	43 - Process Gas & Liquid Handling, Purification, St	SODA ASH	43 - Process Gas and Liquid Handling, Pu	HOPPER AND SUPPORT FRAME	EA	1					64.00	\$ 4,570	\$ -	\$ -	\$ -	\$ -	\$ 4,570
644	BE	43 - Process Gas & Liquid Handling, Purification, St	SODA ASH	43 - Process Gas and Liquid Handling, Pu	SCREW FEEDER	EA	1					16.00	\$ 1,143	\$ -	\$ -	\$ -	\$ -	\$ 1,143
645	BE	43 - Process Gas & Liquid Handling, Purification, St	SODA ASH	43 - Process Gas and Liquid Handling, Pu	MIX TANK / PUMP SKID	EA	1					16.00	\$ 1,143	\$ -	\$ -	\$ -	\$ -	\$ 1,143
646	BE	43 - Process Gas & Liquid Handling, Purification, St	SODA ASH	43 - Process Gas and Liquid Handling, Pu	CONTROL PANEL	EA	1					4.00	\$ 286	\$ -	\$ -	\$ -	\$ -	\$ 286
647	BE	43 - Process Gas & Liquid Handling, Purification, St	SODA ASH	43 - Process Gas and Liquid Handling, Pu	ANCHORS F/ EQUIPMENT	EA	24	25.00				4.80	\$ 343	\$ 600	\$ -	\$ -	\$ -	\$ 943
648	BE	43 - Process Gas & Liquid Handling, Purification, St	SODA ASH	43 - Process Gas and Liquid Handling, Pu	GROUT EQUIPMENT BASE	CF	3	125.00				9.00	\$ 643	\$ 375	\$ -	\$ -	\$ -	\$ 1,018
649	BE	43 - Process Gas & Liquid Handling, Purification, St	SODA ASH	43 - Process Gas and Liquid Handling, Pu	MISC MATERIALS	LS	1	500.00					\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 500
650	BE	43 - Process Gas & Liquid Handling, Purification, St	SODA ASH	43 - Process Gas and Liquid Handling, Pu	STARTUP AND TRAINING	LS	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
651	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
652	BE	46 - Water & Wastewater Equipment	AUTO STRAINER	45 - Industry-Specific Manufacturing Equip	SUPPLY PKG AUTO STRAINER	LS	1	27286.00					\$ -	\$ 27,286	\$ -	\$ -	\$ -	\$ 27,286
653	BE	46 - Water & Wastewater Equipment	AUTO STRAINER	45 - Industry-Specific Manufacturing Equip	BASKET STRAINER FLANGED 8IN	EA	1					24.00	\$ 1,714	\$ -	\$ -	\$ -	\$ -	\$ 1,714
654	BE	46 - Water & Wastewater Equipment	AUTO STRAINER	45 - Industry-Specific Manufacturing Equip	CONTROL PANEL	EA	1					4.00	\$ 286	\$ -	\$ -	\$ -	\$ -	\$ 286
655	BE	46 - Water & Wastewater Equipment	AUTO STRAINER	45 - Industry-Specific Manufacturing Equip	ANCHORS F/ EQUIPMENT	EA	8	25.00				2.00	\$ 143	\$ 200	\$ -	\$ -	\$ -	\$ 343
656	BE	46 - Water & Wastewater Equipment	AUTO STRAINER	45 - Industry-Specific Manufacturing Equip	GROUT EQUIPMENT BASE	CF	1	125.00				3.00	\$ 214	\$ 125	\$ -	\$ -	\$ -	\$ 339
657	BE	46 - Water & Wastewater Equipment	AUTO STRAINER	45 - Industry-Specific Manufacturing Equip	MISC MATERIALS	LS	1	150.00					\$ -	\$ 150	\$ -	\$ -	\$ -	\$ 150
658	BE	46 - Water & Wastewater Equipment	AUTO STRAINER	45 - Industry-Specific Manufacturing Equip	STARTUP AND TRAINING	LS	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
659	BE												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
660	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	SUPPLY PKG MEMBRANE TREATMENT SYSTEM	LS	1	1305000.00					\$ -	\$ 1,305,000	\$ -	\$ -	\$ -	\$ 1,305,000
661	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	RAW WATER TURBIDIMETER PANEL	EA	1					4.00	\$ 286	\$ -	\$ -	\$ -	\$ -	\$ 286
662	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	MEMBRANE TREATMENT SKIDS	EA	2					64.00	\$ 4,570	\$ -	\$ -	\$ -	\$ -	\$ 4,570
663	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	MODULES	EA	48					24.00	\$ 1,714	\$ -	\$ -	\$ -	\$ -	\$ 1,714
664	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	BACKWASH SKID	EA	1					20.00	\$ 1,428	\$ -	\$ -	\$ -	\$ -	\$ 1,428
665	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	BACKPULSE TANK	EA	1					20.00	\$ 1,428	\$ -	\$ -	\$ -	\$ -	\$ 1,428
666	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CIP TANK 6000 GAL	EA	1					24.00	\$ 1,714	\$ -	\$ -	\$ -	\$ -	\$ 1,714

#	Est.	BID ITEM	LOCATION/SYSTEM	DIVISION	DESCRIPTION	UNIT	QTY	MATL UNIT	EQUIP UNIT	SUB UNIT	OTHER UNIT	MH	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	OTHER TOTAL	DIRECT COST
												12996.4	\$ 928,065	\$ 3,043,288	\$ 394,313	\$ 4,958,294	\$ 918,519	\$ 10,242,478
667	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CHEM FEED SKID SODIUM HYPOCHLORITE	EA	1					12.00	\$ 857	\$ -	\$ -	\$ -	\$ -	\$ 857
668	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CHEM FEED SKID CITRIC ACID	EA	1					12.00	\$ 857	\$ -	\$ -	\$ -	\$ -	\$ 857
669	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CHEM FEED SKID MINERAL ACID	EA	1					12.00	\$ 857	\$ -	\$ -	\$ -	\$ -	\$ 857
670	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CHEM FEED SKID SODIUM HYDROXIDE	EA	1					12.00	\$ 857	\$ -	\$ -	\$ -	\$ -	\$ 857
671	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CHEM FEED SKID SODIUM BISULFITE	EA	1					12.00	\$ 857	\$ -	\$ -	\$ -	\$ -	\$ 857
672	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	AIR COMPRESSOR	EA	2					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
673	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	RECIEVER TANK	EA	1					8.00	\$ 571	\$ -	\$ -	\$ -	\$ -	\$ 571
674	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	AIR DRIER	EA	2					6.00	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ 428
675	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CA PIPING AND RACK	LS	1	750.00				24.00	\$ 1,714	\$ 750	\$ -	\$ -	\$ -	\$ 2,464
676	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CONTROL PANEL	EA	1					4.00	\$ 286	\$ -	\$ -	\$ -	\$ -	\$ 286
677	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	SPARE PARTS	LS	1					4.00	\$ 286	\$ -	\$ -	\$ -	\$ -	\$ 286
678	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CHEM FEED SUCTION PIPING	EA	6	50.00				21.00	\$ 1,500	\$ 300	\$ -	\$ -	\$ -	\$ 1,800
679	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	CHEM CONTAINMENT PALLET	EA	5	350.00				10.00	\$ 714	\$ 1,750	\$ -	\$ -	\$ -	\$ 2,464
680	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	ANCHORS F/ EQUIPMENT	EA	88	20.00				17.60	\$ 1,257	\$ 1,760	\$ -	\$ -	\$ -	\$ 3,017
681	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	GROUT EQUIPMENT BASE	CF	1	125.00				3.00	\$ 214	\$ 125	\$ -	\$ -	\$ -	\$ 339
682	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	MISC MATERIALS	LS	1	1500.00					\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
683	BE	46 - Water & Wastewater Equipment	MEMBRANE EQUIP	45 - Industry-Specific Manufacturing Equip	STARTUP AND TRAINING	LS	1					40.00	\$ 2,856	\$ -	\$ -	\$ -	\$ -	\$ 2,856



VICINITY MAP 

Contract Drawings For

TOWN OF MINTURN

WATER TREATMENT PLANT

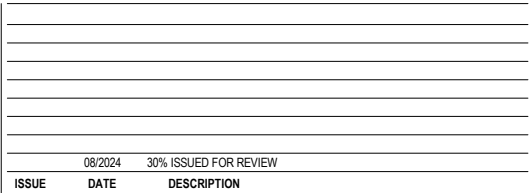
30% ISSUED FOR REVIEW

Project No. 10348601

Date: JULY 2024

PRELIMINARY - NOT FOR CONSTRUCTION

Autodesk Docs://10348601_Minturn_WTP_Design_2022 ACC/10348601_00 GEN.rvt
8/2/2024 7:41:33 AM



**PRELIMINARY
NOT FOR
CONSTRUCTION OR
RECORDING**



FILENAME	
SCALE	NONE

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ISSUE	DATE	DESCRIPTION
	08/2024	30% ISSUED FOR REVIEW

PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	C. MULDERICK
PROCESS	S. SCHUMACHER
ELECTRICAL	HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	M. JARRETT
PROJECT NUMBER	10348601

PRELIMINARY
NOT FOR
CONSTRUCTION OR
RECORDING



TOWN OF MINTURN
WATER TREATMENT
PLANT

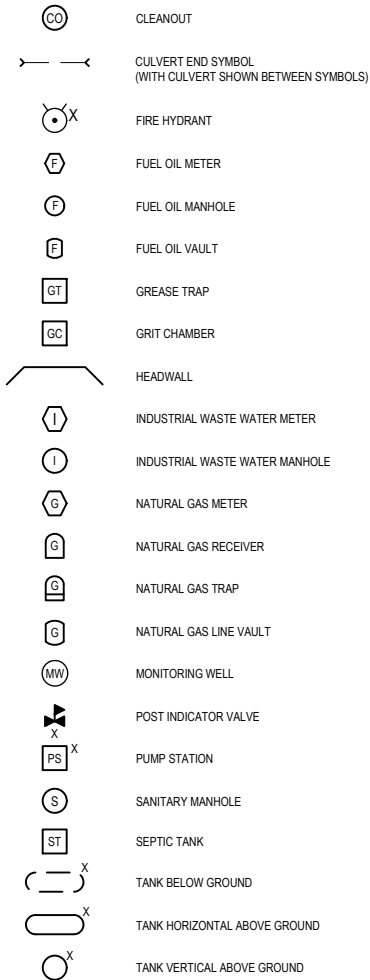
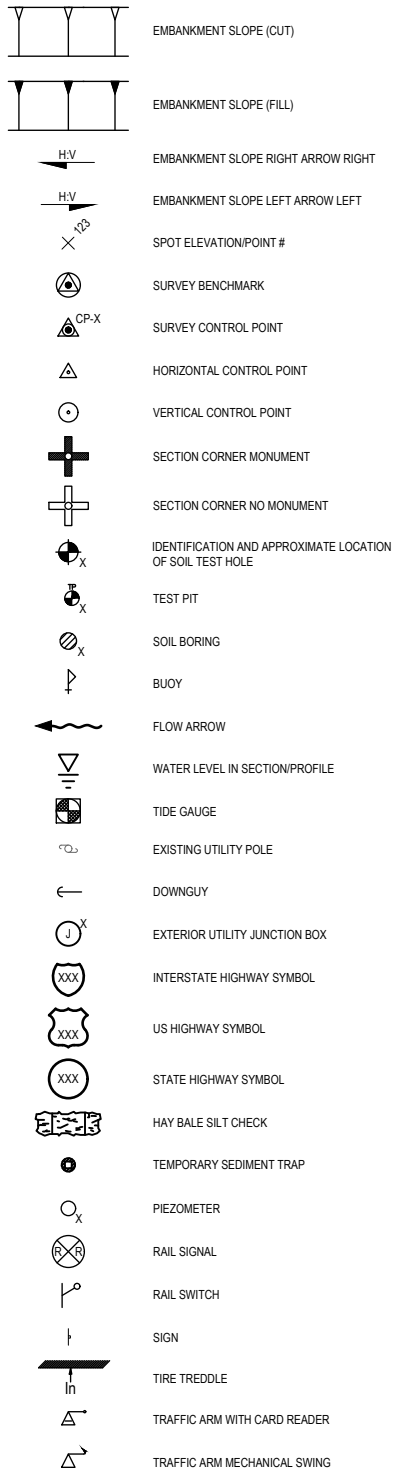


GENERAL
CIVIL LEGEND

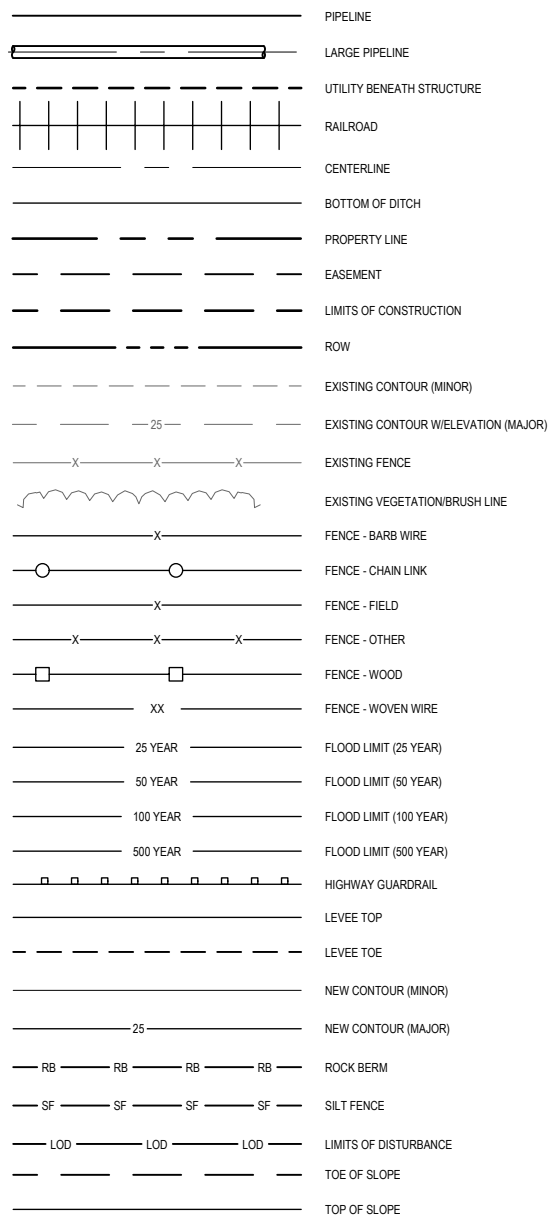
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SHEET	238
00G-	

CIVIL MAPPING SYMBOLOGY



UTILITY/CIVIL LINE SYMBOLOGY



GENERAL NOTES:

- THIS IS A STANDARD CIVIL SYMBOLOGY SHEET. ALL SYMBOLS ARE NOT NECESSARILY USED ON THIS PROJECT.
- SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH SHEET FOR USAGE.

1	2	3	4	5	6	7	8						
PIPING SYSTEMS		PIPING SYMBOLOGY		HVAC SYMBOLY		TEMPERATURE CONTROL DIAGRAM SYMBOLOGY		ABBREVIATIONS					
CW COLD WATER, POTABLE (CW) HW HOT WATER, POTABLE (HW) HWC HOT WATER RECIRCULATING, POTABLE (HWC) NPW NON POTABLE COLD WATER -140- HOT WATER - TEMPERATURE, POTABLE TW TEPID WATER, POTABLE -SAN- SANITARY SEWER BELOW GRADE SAN SANITARY SEWER ABOVE GRADE -V- SANITARY VENT -CWV- COMBINATION WASTE AND VENT RL REFRIGERANT LIQUID RS REFRIGERANT SUCTION CD CONDENSATE DRAIN		PIPE ANCHOR PIPE GUIDE EXPANSION JOINT PT PRESSURE/TEMPERATURE PORT THERMOMETER THERMOWELL PRESSURE GAUGE TEMPERATURE GAUGE FLEXIBLE PIPING CONNECTION WYE STRAINER MANUAL AIR VENT A AUTOMATIC AIR VENT M METER (WATER, GAS, OTHER) FCO FLOOR CLEANOUT CO CLEANOUT WCO WALL CLEANOUT GCO DOUBLE GRADE CLEANOUT WATER HAMMER ARRESTOR E EARTHQUAKE VALVE ECCENTRIC REDUCER ECCENTRIC REDUCER, FLAT ON BOTTOM ECCENTRIC REDUCER, FLAT ON TOP ELBOW, 90° TURN DOWN ELBOW, 90° TURN UP TEE, OUTLET UP TEE, OUTLET DOWN TEE, OUTLET UP W/ 90° TURN TEE, OUTLET DOWN W/ 90° TURN PIPE BREAK PIPE CAP BLIND FLANGE UNION FLOW ARROW SHUTOFF VALVE (NORMALLY OPEN) SHUTOFF VALVE (NORMALLY CLOSED) DRAIN VALVE CHECK VALVE VB VACUUM BREAKER AUTOMATIC FLOW CONTROL VALVE CALIBRATED MANUAL BALANCING VALVE OR PRESSURE-RELIEF VALVE PRESSURE-REDUCING VALVE (PRV) AUTOMATIC CONTROL VALVE, 2-WAY AUTOMATIC CONTROL VALVE, 3-WAY BFP BACKFLOW PREVENTER XX-1 PLUMBING FIXTURE		24x18 SUPPLY AIR OR OUTSIDE AIR DUCT UP (SECTION CUT, FIRST DIMENSION DUCT WIDTH) >< SUPPLY AIR OR OUTSIDE AIR DUCT DOWN (NO SECTION CUT) RETURN AIR DUCT UP (SECTION CUT) RETURN AIR DUCT DOWN (NO SECTION CUT) EXHAUST AIR DUCT UP (NO SECTION CUT) EXHAUST AIR DUCT DOWN (NO SECTION CUT) ROUND ELBOW UP ROUND ELBOW DOWN TRANSITION - RECTANGULAR TO ROUND DUCT STANDARD BRANCH ELBOW - W/TURNING VANE (RECTANGULAR) ELBOW - (RECTANGULAR), SMOOTH RADIUS 18x24 RECTANGULAR DUCT OR OPENING SIZE FIRST NUMBER INDICATES SIZE OF SIDE SHOWN 18 Ø ROUND DUCT SIZE RECTANGULAR DUCT INCLINE - RISE OR DROP IN RESPECT TO THE AIR FLOW ROUND DUCT INCLINE - RISE OR DROP IN RESPECT TO THE AIR FLOW 18x24 HIDDEN DUCT T 9'-10" B 9'-0" DUCT/PIPE ELEVATION TAG ABOVE FINISH FLOOR 18x10 VOLUME DAMPER M MOTOR OPERATED DAMPER FIRE DAMPER S SMOKE DAMPER SMOKE AND FIRE DAMPER FLEXIBLE CONNECTION		TAG-SIZE CFM EXHAUST AIR OR RETURN AIR GRILLE TAG-SIZE CFM EXHAUST AIR OR RETURN AIR GRILLE TAG-SIZE CFM SUPPLY AIR ASSEMBLY SQUARE DIFFUSER TAG-SIZE CFM SUPPLY AIR ASSEMBLY ROUND DIFFUSER		X CONTROL DEVICE IDENTIFIER AFS AIRFLOW MEASURING STATION AM AIRFLOW MEASURING SENSOR CO CARBON MONOXIDE SENSOR CO2 CARBON DIOXIDE SENSOR F FLOW SWITCH FRZ FREEZE STAT H HUMIDITY SENSOR HS HIGH STATIC SWITCH LS LOW STATIC SWITCH NQ2 NITROGEN DIOXIDE SENSOR P PRESSURE SENSOR S SPACE TEMPERATURE SENSOR SD SMOKE DETECTOR T TEMPERATURE SENSOR TS TEMPERATURE SWITCH ΔP DIFFERENTIAL PRESSURE SENSOR XX CONTROL INPUT/OUTPUT IDENTIFIER AI ANALOG INPUT AO ANALOG OUTPUT DI DIGITAL INPUT DO DIGITAL OUTPUT S DUCT MOUNTED SMOKE DETECTOR T TEMPERATURE AVERAGING SENSOR M MOTOR OPERATED DAMPER M MOTOR OPERATED SINGLE BLADE DAMPER		XX COIL IDENTIFIERS CC CHILLED WATER COOLING COIL DG DIRECT FIRED GAS BURNER DX DIRECT EXPANSION COOLING COIL EH ELECTRIC HEATING COIL ER DIRECT EVAPORATIVE COIL FC FACE AND BYPASS COOLING COIL FH FACE AND BYPASS HEATING COIL HC HEATING HOT WATER HEATING COIL IG INDIRECT FIRED GAS BURNER ST STEAM HEATING COIL CONTROL ABBREVIATIONS BTU BTU METER COMM COMMUNICATION CT CURRENT TRANSMITTER EC ELECTRONICALLY COMMUTATED EF EXHAUST FAN FM FLOW METER M MOTOR ACTUATOR MA MIXED AIR NC NORMALLY CLOSED NO NORMALLY OPEN OA OUTDOOR AIR RA RETURN AIR RF RETURN FAN RL RELIEF FAN SA SUPPLY AIR SF SUPPLY FAN TCF TEMPERATURE CONTROL CONTRACTOR VFD VARIABLE FREQUENCY DRIVE SEE CONTROL ABBREVIATIONS (TYP) FAN XX FAN WITH EC MOTOR PUMP EC PUMP WITH EC MOTOR		AD ACCESS DOOR AFR ABOVE FINISHED ROOF AHU AIR HANDLING UNIT APD AIR PRESSURE DROP ARF ABOVE RAISED FLOOR AV AIR VALVE BAS BUILDING AUTOMATION SYSTEM BDD BACK DRAFT DAMPER BHP BRAKE HORSE POWER BOE BOTTOM OF EQUIPMENT BTUH BRITISH THERMAL UNITS PER HOUR CAV CONSTANT AIR VOLUME CFH CUBIC FEET PER HOUR CFM CUBIC FEET PER MINUTE COP COEFFICIENT OF PERFORMANCE COR CONTRACTING OFFICER'S REPRESENTATIVE CRAC COMPUTER ROOM AIR CONDITIONER CU CONDENSING UNIT DB DRY BULB DDC DIRECT DIGITAL CONTROL DH DEHUMIDIFIER DX DIRECT EXPANSION EAT ENTERING AIR TEMPERATURE EDH ELECTRIC DUCT HEATER EER ENERGY EFFICIENCY RATIO EMCS ENERGY MANAGEMENT CONTROL SYSTEM ERU ENERGY RECOVERY UNIT ESP EXTERNAL STATIC PRESSURE ESS EMERGENCY SHUTOFF SWITCH EWT ENTERING WATER TEMPERATURE F FUTURE FA FREE AREA FCP FAN CONTROL PANEL FCU FAN COIL UNIT FDBK FEEDBACK FLA FULL LOAD AMPS FLT FILTER FPB FAN POWERED BOX FPM FEET PER MINUTE GC GENERAL CONTRACTOR GE GRAVITY EXHAUST GI GRAVITY INTAKE GPH GALLONS PER HOUR GPM GALLONS PER MINUTE I/O INPUT/OUTPUT I/P CURRENT TO PNEUMATIC IAQ INDOOR AIR QUALITY IPLV INTEGRATED PART LOAD VALUE LAT LEAVING AIR TEMPERATURE LVR LOUVER LWT LEAVING WATER TEMPERATURE MAU MAKE-UP AIR UNIT MBH THOUSAND BTUH MCC MOTOR CONTROL CENTER NC NOISE CRITERIA NO NUMBER NRC NOISE REDUCTION COEFFICIENT OS&Y OUTSIDE SCREW AND YOKE PD PRESSURE DROP PPH POUNDS PER HOUR RH RELATIVE HUMIDITY RTU ROOFTOP UNIT S SIGNAL PORT SCFM STANDARD CUBIC FEET PER MINUTE SEER SEASONAL ENERGY EFFICIENCY RATIO SP STATIC PRESSURE TC TECHNOLOGY CONTRACTOR TCP TEMPERATURE CONTROL PANEL TD TEMPERATURE DIFFERENTIAL TES THERMAL ENERGY STORAGE TSP TOTAL STATIC PRESSURE UH UNIT HEATER V&C VALVE AND CAP VAV VARIABLE AIR VOLUME VRF VARIABLE REFRIGERANT FLOW VTR VENT THROUGH ROOF WB WET BULB WC WATER COLUMN WPD WATER PRESSURE DROP	
GENERAL NOTES													
				GENERAL MECHANICAL NOTES 1. THESE NOTES ARE NOT ALL INCLUSIVE. REFER TO DRAWINGS AND SPECIFICATION FOR ADDITIONAL REQUIREMENTS. 2. THIS IS A STANDARD MECHANICAL (HVAC AND PLUMBING) SYMBOLY AND ABBREVIATIONS SHEET. LISTING OF SYMBOLS AND ABBREVIATIONS DOES NOT IMPLY ALL SYMBOLS AND ABBREVIATIONS HAVE BEEN USED ON THIS PROJECT. 3. VALVE SYMBOLS SHOWN HERE ARE APPLICABLE ONLY TO MECHANICAL SHEETS. 4. PROVIDE ALL MATERIALS, LABOR, AND EQUIPMENT FOR COMPLETE AND OPERABLE SYSTEMS AS INDICATED ON THE DRAWINGS AS SPECIFIED, OR AS REQUIRED BY CODE. 5. MECHANICAL INSTALLATION SHALL COMPLY WITH THE ADA/ABA ACCESSIBILITY GUIDELINES. 6. DETAILS APPLY TO THE ENTIRE PROJECT AND ARE ONLY REFERENCED TO PROVIDE CLARITY IF THERE ARE MULTIPLE DETAILS THAT COULD APPLY TO A PARTICULAR PROJECT CONDITION. 7. COORDINATE LOCATION OF ALL MECHANICAL EQUIPMENT, DUCTWORK, AND PIPING WITH OTHER TRADES BEFORE PROCEEDING WITH WORK. DO NOT INSTALL MECHANICAL EQUIPMENT, DUCTWORK, OR PIPING ABOVE ELECTRICAL EQUIPMENT WHERE PROHIBITED BY ELECTRICAL CODES (SWITCHBOARDS, PANELS, ETC.). 8. COORDINATE INSTALLATION OF OUTSIDE AIR INTAKE WITH INSTALLATION OF PLUMBING VENTS, FLUES AND EXHAUST/RELIEF OUTLETS TO MAINTAIN 10' SEPARATION. 9. ALL DUCTWORK, PIPING, AND EQUIPMENT SUPPORTED FROM STRUCTURAL STEEL SHALL BE COORDINATED WITH ALL TRADES. ALL ATTACHMENTS TO STEEL BAR JOISTS, TRUSSES, OR JOIST GIRDERS SHALL BE AT PANEL POINTS OR AS SHOWN ON THE MECHANICAL OR STRUCTURAL DRAWINGS. WELDING TO STRUCTURAL MEMBERS SHALL NOT BE PERMITTED. 10. ALL MISCELLANEOUS METALS AND MATERIALS REQUIRED TO ENSURE PROPER INSTALLATION AND AS SHOWN IN DETAILS FOR PIPING, DUCTWORK, AND EQUIPMENT (UNLESS OTHERWISE NOTED) SHALL BE PROVIDED BY THE INSTALLING CONTRACTOR. 11. PROVIDE DIELECTRIC UNIONS AT ALL CONNECTIONS OF DISSIMILAR METALS (SUCH AS COPPER TO GALVANIZED STEEL). 12. PROVIDE ISOLATION VALVES AT EACH PIECE OF EQUIPMENT. ALSO PROVIDE ISOLATION VALVES ON EACH BRANCH AND/OR RISER SERVING MULTIPLE PIECES OF EQUIPMENT OR FIXTURES AND ELSEWHERE AS INDICATED. INSTALL VALVES AS CLOSE TO MAIN AS POSSIBLE.									
				GENERAL HVAC NOTES 1. DUCTWORK DIMENSIONS: FIRST NUMBER INDICATES SIDE OF DUCTWORK SHOWN. ALL DIMENSIONS ARE IN INCHES AND ARE INSIDE CLEAR DIMENSIONS. 2. VOLUME DAMPERS ABOVE PLASTER OR GYPBOARD CEILINGS SHALL HAVE EXTENSION RODS AND CHROME-PLATED ESCUTCHEON PLATES. 3. PROVIDE FLEXIBLE CONNECTIONS IN ALL DUCTWORK AND PIPING SYSTEMS CONNECTED TO FANS, PUMPS AND OTHER EQUIPMENT WHICH REQUIRE VIBRATION ISOLATION. 4. PROVIDE ACCESSIBLE VOLUME DAMPERS OR OTHER MEANS OF AIRFLOW ADJUSTMENT AT ALL DUCT RUN-OUTS TO DIFFUSERS AND GRILLES. 5. PROVIDE DUCT ACCESS DOORS AT OUTSIDE AIR INTAKE PLENUMS. 6. ALL DUCT RUN-OUTS TO DIFFUSERS AND GRILLES SHALL BE THE SAME AS THE DIFFUSER OR GRILLE NECK SIZE UNLESS NOTED OTHERWISE. 7. ALL PIPING RUNOUTS SHALL BE 3/4" UNLESS NOTED OTHERWISE. GENERAL PLUMBING NOTES 1. SANITARY SEWER PIPING SMALLER THAN 3" SHALL BE SLOPED AT 1/4" PER FOOT, 3" AND LARGER SHALL BE SLOPED AT 1/8" PER FOOT. 2. WALL HYDRANTS SHALL BE INSTALLED BETWEEN 18" MIN AND 24" MAX ABOVE FINISH GRADE. COORDINATE ELEVATIONS OF FINISH FLOOR OR FINISH EXTERIOR GRADE. PROVIDE ACCESSIBLE INSIDE SHUTOFF VALVE FOR EACH WALL HYDRANT. 3. PROVIDE BACKFLOW PREVENTERS IN ACCORDANCE WITH THE LOCAL CODES. PROVIDE AIR GAP FITTINGS FOR ALL RPZ BACKFLOW PREVENTERS AND ROUTE DISCHARGE PIPING TO NEAREST FLOOR DRAIN OR FLOOR SINK OR AS SHOWN ON DRAWINGS.									

	08/2024	30% ISSUED FOR REVIEW
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	J. LIMKE
PROJECT ENGINEER	M. LARSON
STRUCTURAL	C. MULDERICK
ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
I & C	C. OPPEGARD
DRAWN BY	Y. AL-MILAFI
PROJECT NUMBER	10348601

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CONSTRUCTION OR
RECORDING**



TOWN OF MINTURN
WATER TREATMENT
PLANT

MECHANICAL LEGEND



FILENAME	10348601_05MP - MEMBRANE TREATMENT.rvt
SCALE	12" = 1'-0"

SHEET
00G- 239



PROJECT MANAGER		
JAROD C. LIMKE		
PROJECT ENGINEER		
M. LARSON		
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C. MULDERICK		
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TOWN OF MINTURN WATER TREATMENT PLANT

ELECTRICAL LEGEND



FILENAME
SCALE

12" = 1'-0"

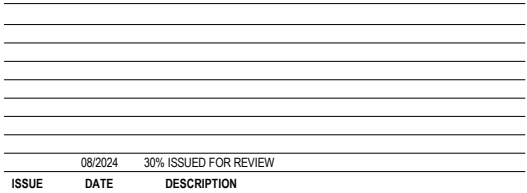
SHEET

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1	2	3	4	5	6	7	8
ONE-LINE, POWER, AND LIGHTING SYMBOLOGY				COMMUNICATION SYMBOLOGY	SITE SYMBOLOGY	CONTROL SYMBOLOGY	GENER
 LOW VOLTAGE CIRCUIT BREAKER (CB). RATING AND NO. OF POLES AS SHOWN. WHEN SPECIFIC TYPE, OTHER THAN MCCB, IS REQUIRED, X INDICATES TYPE. TYPES MCCB - MOLDED CASE ICCB - INSULATED CASE LVP - LOW VOLTAGE POWER MCP - MOTOR CIRCUIT PROTECTOR (RATING PER CONNECTED LOAD) TRIP UNIT L - LONG TIME PICKUP S - SHORT TIME PICKUP I - INSTANTANEOUS PICKUP G - GROUND FAULT PICKUP A - ARC ENERGY REDUCTION MODE INTERLOCK: X - INDICATES TYPE TYPES E - ELECTRICAL M - MECHANICAL K - KEY GROUND FAULT PROTECTION MEDIUM VOLTAGE CIRCUIT BREAKER FUSE, RATING, AND NUMBER OF FUSES AS NOTED FUSED CUTOUT, CURRENT RATING, FUSE RATING, AND QUANTITY AS NOTED FUSIBLE SWITCH, CURRENT RATING, FUSE RATING, AND QUANTITY AS NOTED (3 POLE UON) NON-FUSED SWITCH, CURRENT RATING, AND NUMBER OF POLES AS NOTED (3 POLE UON) DISCONNECT OR DRAWOUT CONNECTION MAGNETIC MOTOR STARTER SEPARATELY MOUNTED COMBINATION MAGNETIC MOTOR STARTER AND DISCONNECT MOTOR/LOAD CONTROLLER SEPARATELY MOUNTED MOTOR/LOAD CONTROLLER WITH SHORT CIRCUIT PROTECTION AND DISCONNECT MOTOR STARTER AND CONTROLLER SUBSCRIPTS A - MAGNETIC STARTER NEMA SIZE B - STARTER TYPE NONE - FULL VOLTAGE NON-REVERSING (FVNR) FVR - FULL VOLTAGE REVERSING 2S - TWO SPEED RVAT - REDUCED VOLTAGE AUTO TRANSFORMER C - CONTROL DIAGRAM OR CONTROLS SCHEDULE NUMBER (IF REQUIRED) D - CONTROLLER TYPE VFD - VARIABLE FREQUENCY DRIVE SS - SOLID STATE CONT - CONTACTOR SEPARATELY MOUNTED COMBINATION MOTOR STARTER OR CONTROLLER; SEE ELECTRICAL ONE - LINE DIAGRAM OR SCHEDULE FOR DESCRIPTION SEPARATELY MOUNTED MOTOR STARTER OR CONTROLLER; SEE ELECTRICAL ONE-LINE DIAGRAM OR SCHEDULE FOR DESCRIPTION NON-FUSED SAFETY SWITCH, 30A, 3P, X INDICATES AMP RATING GREATER THAN 30A FUSED SAFETY SWITCH, 3P, X INDICATES AMP RATING GREATER THAN 30A, Y INDICATES FUSE SIZE SEPARATELY MOUNTED CIRCUIT BREAKER; SEE ELECTRICAL ONE - LINE DIAGRAM OR SCHEDULE FOR DESCRIPTION MOTOR WITH DESIGN HORSEPOWER (WHEN INDICATED) GENERATOR TRANSFER SWITCH, CURRENT RATING, AND NUMBER OF POLES AS NOTED ATS - AUTOMATIC MTS - MANUAL	 TRANSFORMER Δ 3-PHASE, 3-WIRE DELTA CONNECTION Y 3-PHASE, 4-WIRE GROUNDING WYE CONNECTION SWITCHBOARD OR PANELBOARD; NAME, VOLTAGE, PHASE, NUMBER OF WIRES WHEN INDICATED NON-MOTOR LOAD WITH DESIGN KVA, KW, OR AMP VOLTAGE TRANSFORMER (VT, PT, OR CPT) CURRENT TRANSFORMER (CT) UTILITY WATT-HOUR METER PER UTILITY REQUIREMENTS DIGITAL METERING PACKAGE GROUND LIGHTNING ARRESTER LOW VOLTAGE SURGE PROTECTIVE DEVICE SELECTOR SWITCH PUSHBUTTON INSTRUMENTATION / CONTROL DEVICE SOLENOID VALVE CONTROL PANEL INTEGRAL OR PROVIDED WITH ASSOCIATED EQUIPMENT CONTROL PANEL WITH DISCONNECT SWITCH INTEGRAL OR PROVIDED WITH ASSOCIATED EQUIPMENT JUNCTION OR PULL BOX PANELBOARD (250V TO 600V) PANELBOARD (LESS THAN 250V) ELECTRICAL EQUIPMENT ENCLOSURE: SWITCHBOARD, MOTOR CONTROL CENTER, CONTROL PANEL, TRANSFORMER OR OTHER EQUIPMENT AS INDICATED. ESTIMATED SIZE AS INDICATED. WHEN USED X INDICATES EQUIPMENT TYPE. EQUIPMENT TYPES ATS - AUTOMATIC TRANSFER SWITCH CP - CONTROL PANEL MTS - MANUAL TRANSFER SWITCH MCC - MOTOR CONTROL CENTER UPS - UNINTERRUPTIBLE POWER SUPPLY VFD - VARIABLE FREQUENCY DRIVE SB - SWITCHBOARD SG - SWITCHGEAR T - TRANSFORMER PLUG-IN RECEPTACLE STRIP. QUANTITY AND SPACING OF RECEPTACLES AS NOTED OR SPECIFIED SPECIAL-PURPOSE RECEPTACLE AS DEFINED ON PLANS TWO RECEPTACLES IN 2-GANG BOX UNDER COMMON COVER PLATE DUPLEX RECEPTACLE SIMPLEX RECEPTACLE RECESSED FLOOR MOUNTED BOX, QUANTITY AND TYPE OF RECEPTACLES AS INDICATED SUBSCRIPTS X - INDICATES TYPE GFCI - GROUND FAULT CIRCUIT INTERRUPTER IG - ISOLATED GROUND TR - TAMPER RESISTANT PLH - PLUG LOAD HALF CONTROLLED PLD - PLUG LOAD DUAL CONTROLLED USB - USB CHARGING STATION SPD - SURGE PROTECTIVE DEVICE Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD CONDUIT TURNING UP CONDUIT TURNING DOWN	 HOMERUN TO SOURCE (E.G. PANELBOARD, MCC) NUMBER IN PARENTHESES REPRESENTS CONDUCTOR SIZE OTHER THAN #12 SINGLE PHASE. 2#12, 1#12G IN 3/4" C THREE PHASE. 3#12, 1#12G IN 3/4" C UNLESS OTHERWISE NOTED. CONDUCTOR SIZE IS FOR ENTIRE CIRCUIT, SOURCE TO LAST DEVICE. ALSO, SEE ONE LINE DIAGRAM FOR CIRCUIT REQUIREMENTS CONDUIT CONNECTION TO EQUIPMENT CIRCUIT RUN BETWEEN DEVICES EXPOSED IN NON-ARCHITECTURALLY FINISHED AREAS; CONCEALED IN ARCHITECTURALLY FINISHED AREAS. CONDUIT AND CONDUCTOR SIZES SHALL BE THE SAME AS THE HOMERUN FOR THE CIRCUIT. CONDUIT RUN BETWEEN DEVICES CONCEALED IN NON-ARCHITECTURALLY FINISHED AREAS OR UNDER FLOOR SLAB. CONDUIT AND CONDUCTOR SIZES SHALL BE THE SAME AS THE HOMERUN FOR THE CIRCUIT. CIRCUIT HASH MARKS (WHEN INDICATED); LONG, SHORT, SINGLE DOT, AND DOUBLE DOT REPRESENT PHASE, NEUTRAL, EQUIPMENT GROUND, AND ISOLATED EQUIPMENT GROUND, RESPECTIVELY. X REPRESENTS CONDUCTOR SIZE OTHER THAN #12 IN 3/4" CONDUIT. CIRCUIT CONTINUATION CONDUIT STUBBED OUT AND CAPPED CORD AND PLUG CONNECTION CONDUIT TAG OR CIRCUIT NUMBER - WIRE AND CONDUIT SIZE AS SPECIFIED IN CIRCUIT SCHEDULE ON THE SHEETS GROUND CABLE GROUND ROD CEILING/PENDANT/BOLLARD MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED CEILING/PENDANT/BOLLARD MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED, EMERGENCY (INTERNAL OR EXTERNAL POWER SOURCE AS INDICATED) WALL MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED WALL MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED, EMERGENCY (INTERNAL OR EXTERNAL POWER SOURCE AS INDICATED) WALL MOUNTED FLOOD LUMINAIRE, LAMP TYPE AS SPECIFIED POLE/STANCHION MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED POLE/STANCHION MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED, EMERGENCY (INTERNAL OR EXTERNAL POWER SOURCE AS INDICATED) POLE/STANCHION MOUNTED FLOOR LUMINAIRE, LAMP TYPE AS SPECIFIED CEILING/PENDANT MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED WALL MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED CEILING/PENDANT MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED, ALL OR PARTIAL EMERGENCY (INTERNAL OR EXTERNAL POWER SOURCE AS INDICATED) WALL MOUNTED LUMINAIRE, LAMP TYPE AS SPECIFIED, ALL OR PARTIAL EMERGENCY (INTERNAL OR EXTERNAL POWER SOURCE AS INDICATED) EMERGENCY LIGHT, NUMBER OF ATTACHED HEADS AS SHOWN EMERGENCY LIGHT, REMOTE MOUNTED HEAD DOUBLE-FACED CEILING OR WALL MOUNTED EXIT LIGHT; DIRECTIONAL ARROWS (IF REQUIRED) AS INDICATED ON PLANS SINGLE-FACED CEILING OR WALL MOUNTED EXIT LIGHT; DIRECTIONAL ARROWS (IF REQUIRED) AS INDICATED ON PLANS LIGHTING FIXTURE SUBSCRIPTS X - INDICATES LUMINAIRE TYPE PER LUMINAIRE SCHEDULE Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD Z - INDICATES CONTROLLING SWITCH (IF REQUIRED) NL - NIGHT LIGHT UNSWITCHED ROOM/AREA LIGHTING CONTROL TYPE, SEE LIGHTING CONTROL SCHEDULE FOR REQUIREMENTS LOW VOLTAGE DIGITAL WALL SWITCH, NUMBER INDICATES QUANTITY OF PUSH BUTTONS PER SINGLE GANG PLATE. LETTER INDICATES CONTROL ZONE WHEN SHOWN	 WALL SWITCH SUBSCRIPTS X - INDICATES TYPE NONE - SINGLE POLE 2 - DOUBLE POLE 3 - THREE-WAY 4 - FOUR-WAY K - KEY SWITCH P - PILOT LIGHT L - LIGHTED HANDLE DM - DIMMING MC - MOMENTARY CONTACT T - TIMER Y - INDICATES CONTROLLING SWITCH (IF REQUIRED) MANUAL MOTOR STARTER SUBSCRIPTS X - INDICATES TYPE HP - HORSEPOWER RATED TE - HORSEPOWER RATED WITH THERMAL ELEMENT FT - THERMAL ELEMENT HORSEPOWER RATED WITH FUSELTRON FUSE Y - INDICATES SWITCH TYPE NONE - TOGGLE SWITCH TYPE R - ROTARY SWITCH TYPE PHOTOCELL TIME CLOCK LIGHTING CONTROL OCCUPANCY SENSOR, WALL MOUNTED, X INDICATES SPECIFIC TYPE AS SPECIFIED LIGHTING CONTROL OCCUPANCY SENSOR, CEILING MOUNTED, X INDICATES SPECIFIC TYPE AS SPECIFIED	 WALL MOUNTED TELEPHONE OUTLET WALL MOUNTED DATA OUTLET WALL MOUNTED COMBINATION TELEPHONE AND DATA OUTLET RECESSED FLOOR MOUNTED TELEPHONE OUTLET RECESSED FLOOR MOUNTED DATA OUTLET RECESSED FLOOR MOUNTED COMBINATION TELEPHONE AND DATA OUTLET AUDIO/VISUAL SYMBOLOGY TELEVISION OUTLET CEILING MOUNT SPEAKER WALL MOUNT SPEAKER SPEAKER SUBSCRIPTS X - INDICATES HEIGHT HORN TYPE TRANSDUCER VOLUME CONTROL HEAD END EQUIPMENT FLOOR MOUNTED MICROPHONE JACK WALL MOUNTED MICROPHONE JACK SECURITY SYMBOLOGY DOOR POSITION SWITCH COMBINATION ELECTRIC DOOR STRIKE AND POSITION SWITCH PROXIMITY CARD READER PROXIMITY CARD READER WITH KEYPAD DUAL TECHNOLOGY MOTION DETECTOR REQUEST TO EXIT MOTION DETECTOR REQUEST TO EXIT PUSH BUTTON GLASS BREAK DETECTOR CCTV CAMERA PTZ - PAN/TILT/ZOOM WHEN INDICATED SECURITY EQUIPMENT CABINET REMOTE KEYPAD/CONTROL STATION EMERGENCY ALARM SYMBOLOGY ALARM BELL ALARM HORN ALARM FLASHING LIGHT ALARM BELL AND FLASHING LIGHT COMBINATION UNIT ALARM HORN AND FLASHING LIGHT COMBINATION UNIT PUSHBUTTON OR PULLSTATION	 EXTERIOR PAD MOUNTED TRANSFORMER POLE - MOUNTED TRANSFORMER ELECTRICAL HANDHOLE OR MANHOLE X - INDICATES SEQUENCE NUMBER Y - MHX OR RHX POLE/STANCHION MOUNTED FLOOD LUMINAIRE, LAMP TYPE AS SPECIFIED POLE MOUNTED AREA OR ROADWAY LUMINAIRE, LAMP TYPE AS SPECIFIED HIGH MAST LIGHTING, NUMBER OF LUMINAIRES AS SPECIFIED LIGHTING FIXTURE SUBSCRIPTS X - INDICATES LUMINAIRE TYPE PER LUMINAIRE SCHEDULE Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD POWER POLE DOWNGUY UNDERGROUND (UNO) ELECTRICAL AND COMMUNICATION SYSTEMS PATHWAY OVERHEAD ELECTRICAL AND COMMUNICATION SYSTEMS PATHWAY CONTROL SYMBOLOGY ELECTRICAL CONNECTION NO ELECTRICAL CONNECTION SOLENOID VALVE CONTROL/RELAY COIL: X-INDICATES TYPE Y-INDICATES LOOP NUMBER, WHEN USED TYPE CR-CONTROL RELAY PC-PHOTOCELL DP-DEFINITE PURPOSE IM-MOTOR STARTER TC-TIME CLOCK LC-LIGHTING CONTACTOR TR-TIMING RELAY NORMALLY OPEN CONTACT (N.O.) NORMALLY CLOSED CONTACT (N.C.) MICROPROCESSOR (PLC, RTU, ETC.) OUTPUT MICROPROCESSOR (PLC, RTU, ETC.) INPUT FIELD WIRING EXTERNAL TO CONTROL PANEL NORMALLY OPEN TIME DELAY RELAY CONTACT WITH TIME DELAY ON CLOSING AFTER COIL IS ENERGIZED NORMALLY CLOSED TIME DELAY RELAY CONTACT WITH TIME DELAY ON OPENING AFTER COIL IS ENERGIZED NORMALLY OPEN TIME DELAY RELAY CONTACT WITH TIME DELAY ON OPENING AFTER COIL IS DE-ENERGIZED NORMALLY CLOSED TIME DELAY RELAY CONTACT WITH TIME DELAY ON CLOSING AFTER COIL IS DE-ENERGIZED NORMALLY OPEN TEMPERATURE SWITCH; CLOSE ON RISING TEMPERATURE NORMALLY CLOSED TEMPERATURE SWITCH; OPEN ON RISING TEMPERATURE NORMALLY OPEN FLOW SWITCH; CLOSE ON INCREASING FLOW NORMALLY CLOSED FLOW SWITCH; OPEN ON INCREASING FLOW NORMALLY OPEN LEVEL SWITCH, CLOSE ON RISING LEVEL NORMALLY CLOSED LEVEL SWITCH, OPEN ON RISING LEVEL NORMALLY OPEN PRESSURE SWITCH, CLOSE ON INCREASING PRESSURE NORMALLY CLOSED PRESSURE SWITCH, OPEN ON INCREASING PRESSURE NORMALLY OPEN LIMIT SWITCH, CLOSE ON REACHING LIMIT NORMALLY CLOSED LIMIT SWITCH, OPEN ON REACHING LIMIT	 3 POSITION SELECTOR SWITCH, MAINTAINED CONTACTS; UNLESS OTHERWISE NOTED, 2-POSITION SIMILAR NORMALLY OPEN PUSHBUTTON, MOMENTARY CONTACT UNLESS OTHERWISE NOTED NORMALLY CLOSED PUSHBUTTON, MOMENTARY CONTACT UNLESS OTHERWISE NOTED INDICATING LIGHT: X INDICATES LENS COLOR PUSH TO TEST INDICATING LIGHT: X INDICATES LENS COLOR LENS COLORS R - RED Y - YELLOW G - GREEN W - WHITE B - BLUE A - AMBER THERMAL OVERLOAD ELEMENT THERMAL OVERLOAD RELAY CONTACT. WHEN SHOWN X INDICATES QUANTITY. CONTROL POWER TRANSFORMER (CPT) RUN TIME METER	1. THIS IS A STANDARD ELECTRICAL SYMBOLS SHEET. NOT ALL SYMBOLS MAY BE USED ON THIS PROJECT. 2. SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH SHEET FOR USAGE. 3. SEE P&ID LEGEND SHEET FOR PROJECT SPECIFIC EQUIPMENT SYMBOLS, EQUIPMENT ABBREVIATIONS, AND PIPING SYSTEM ABBREVIATIONS.

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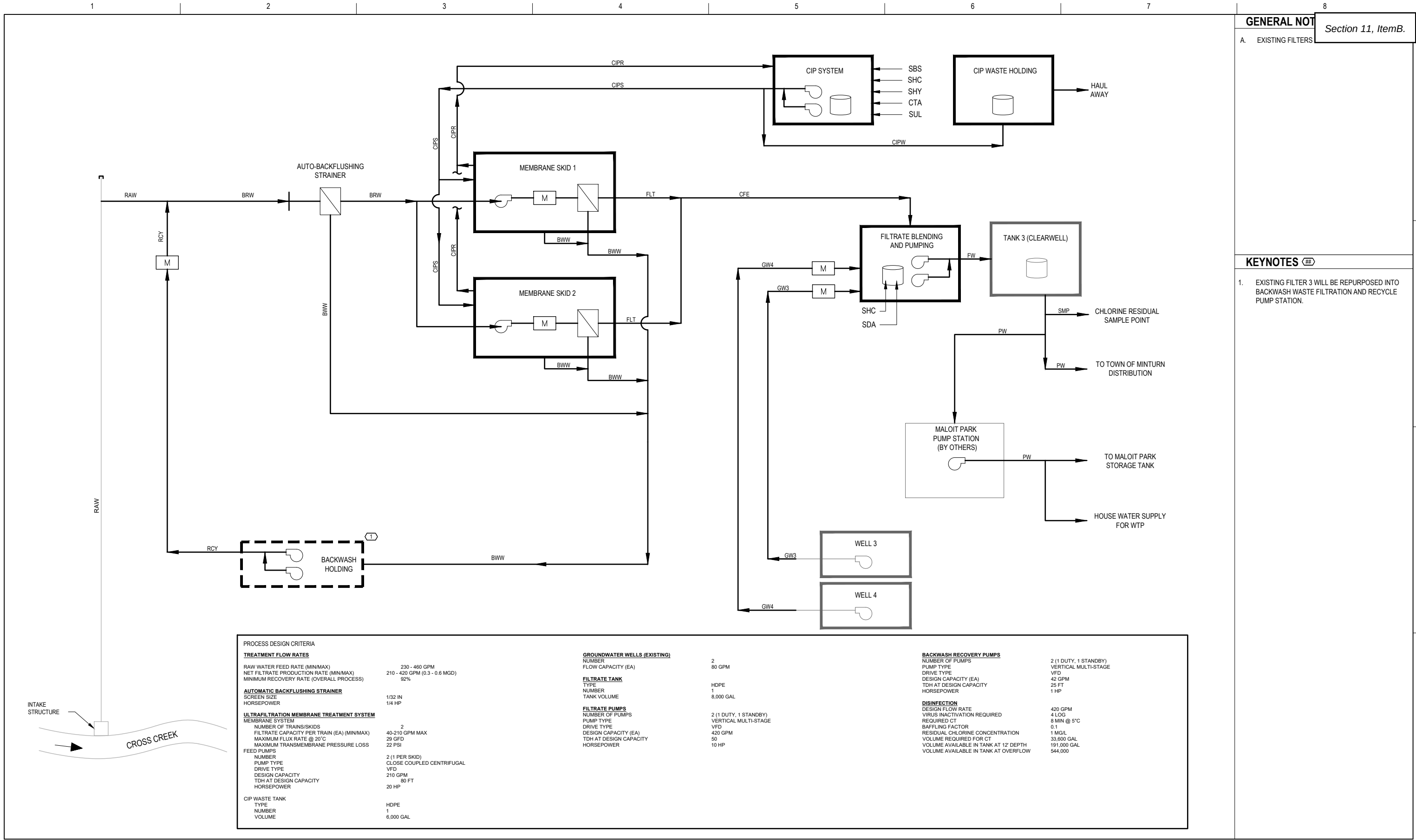


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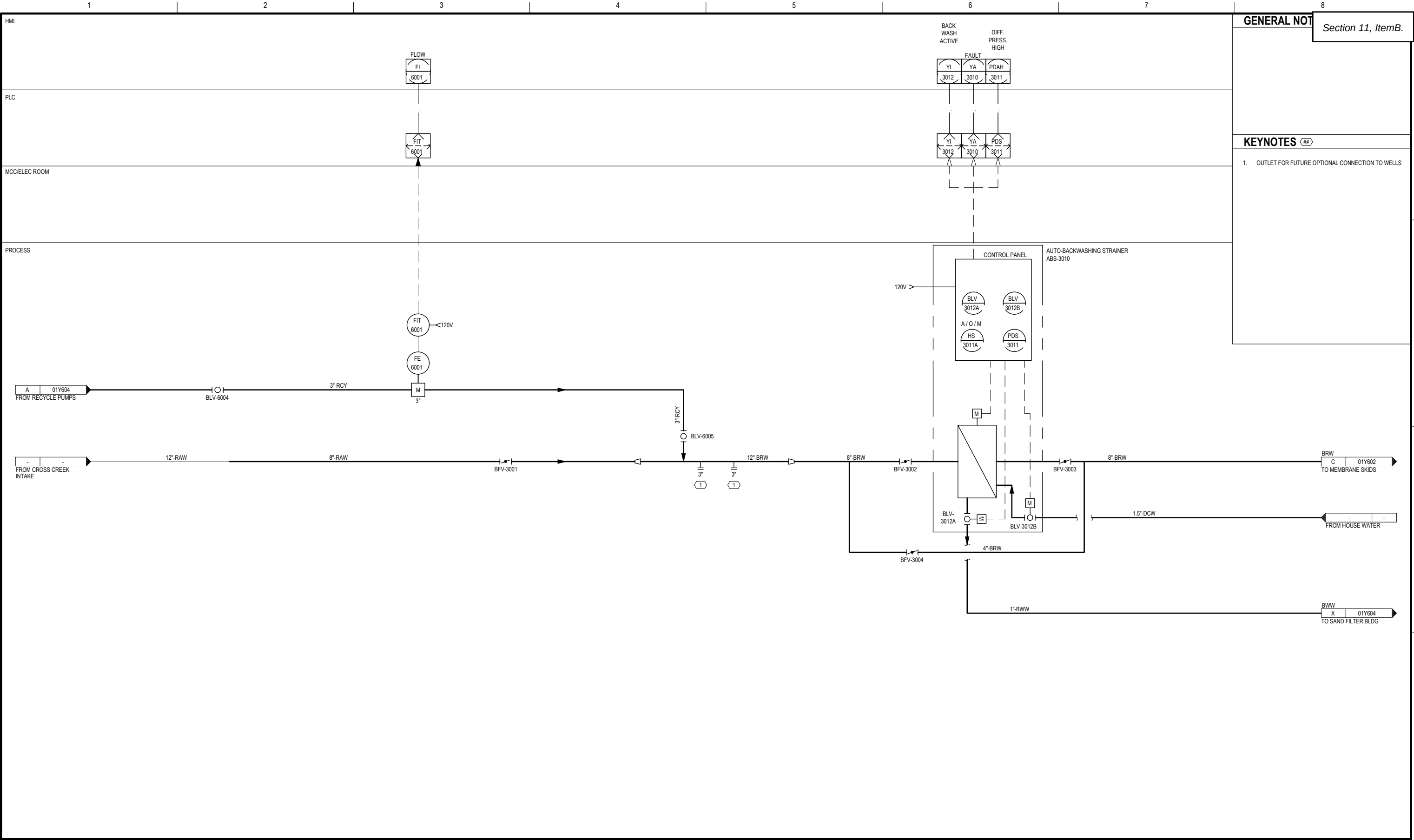


SHEET
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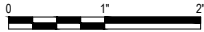
PROJECT MANAGER	JAROD C. LIMKE
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TOWN OF MINTURN
WATER TREATMENT
PLANT

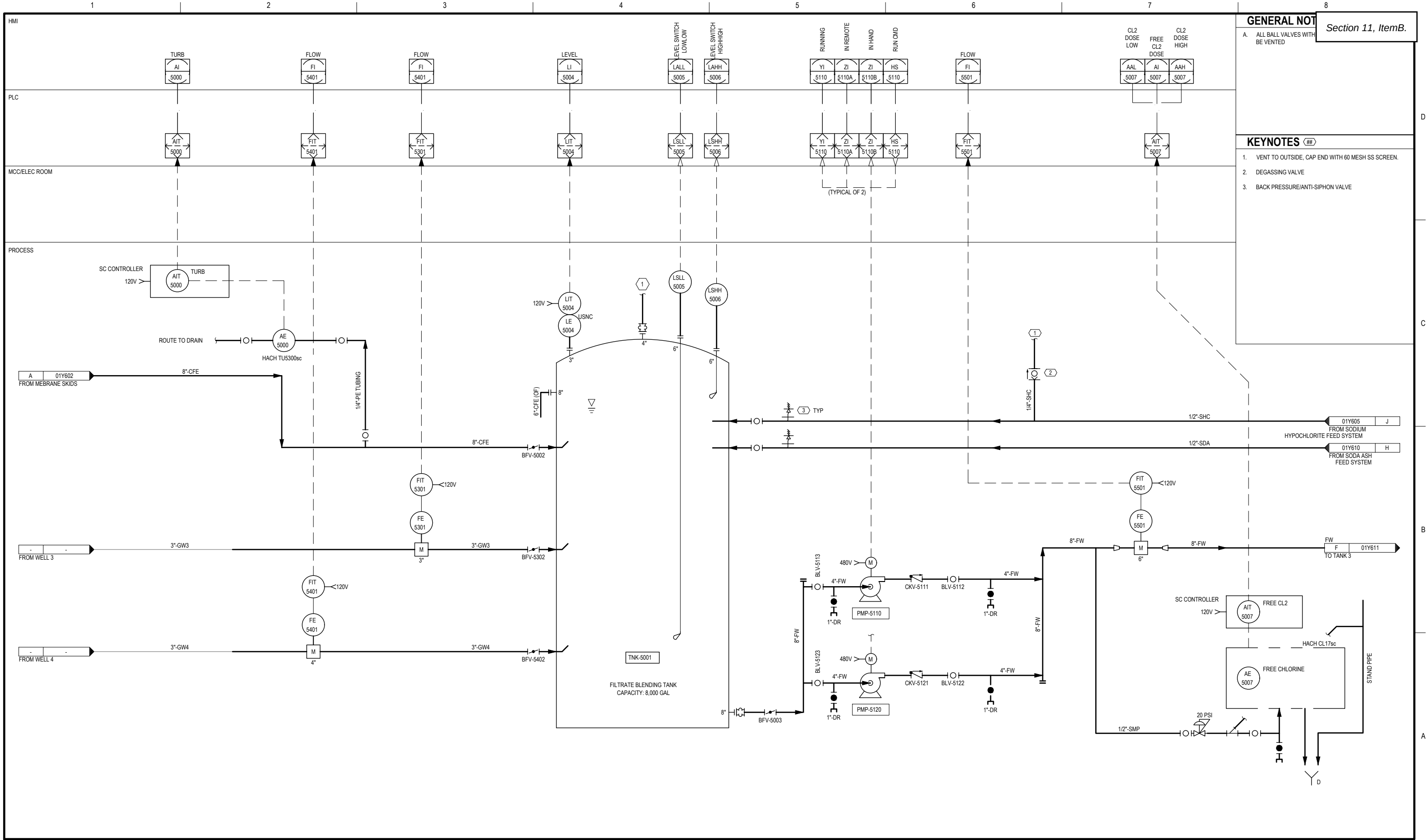
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RAW WATER BLENDING



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SHEET
01Y- 244

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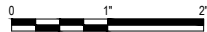
PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	C. MULDERICK
PROCESS	S. SCHUMACHER
ELECTRICAL	HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	J. LIMKE
PROJECT NUMBER	10348601

PRELIMINARY
NOT FOR
CONSTRUCTION OR
RECORDING



TOWN OF MINTURN
WATER TREATMENT
PLANT

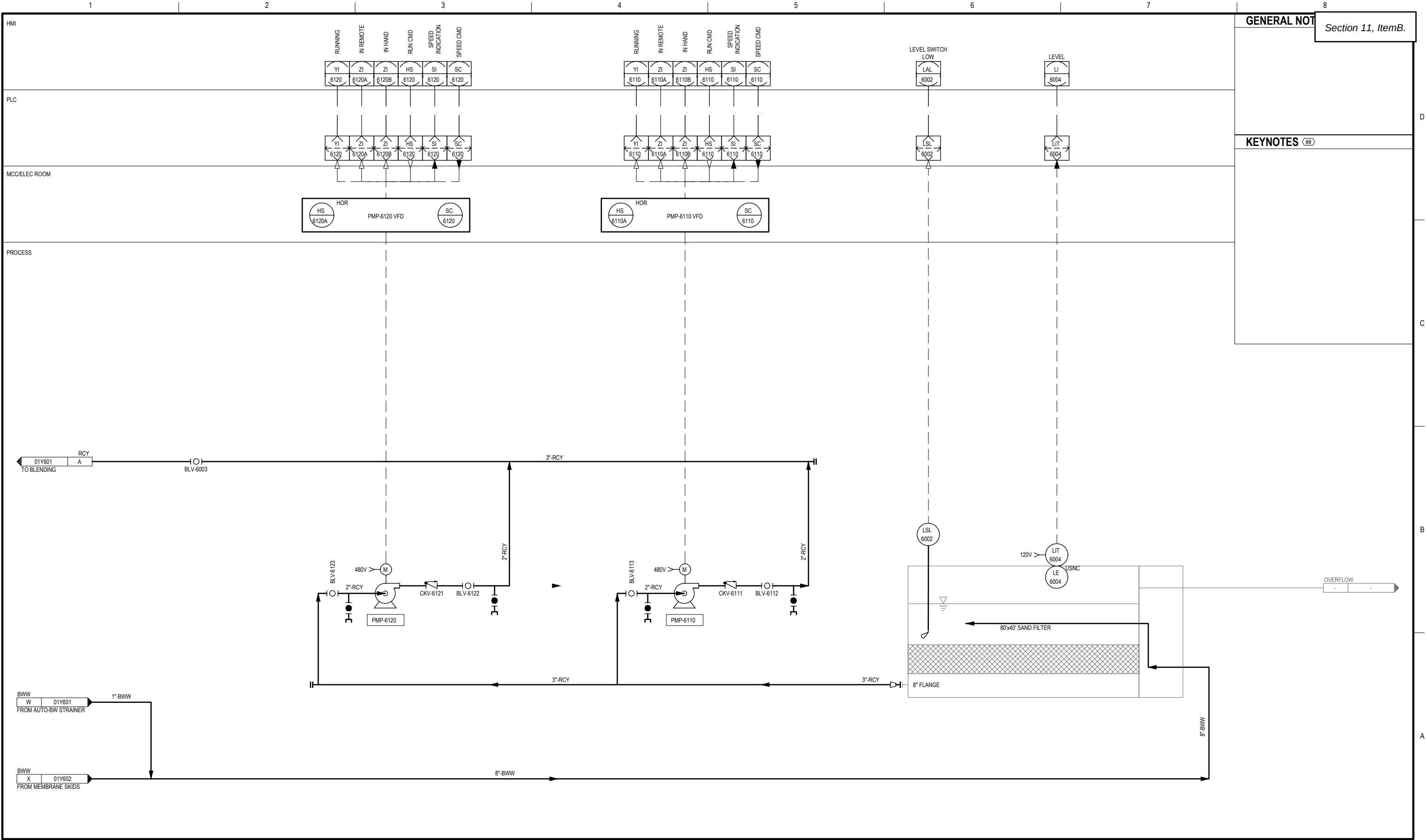
PROCESS & INSTRUMENTATION
FILTRATE BLENDING



FILENAME 01Y-603.DWG
SCALE NOT TO SCALE

SHEET
01Y-246

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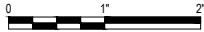
PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	C. MULDERICK
PROCESS	S. SCHUMACHER
ELECTRICAL	HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	J. LIMKE
PROJECT NUMBER	10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT

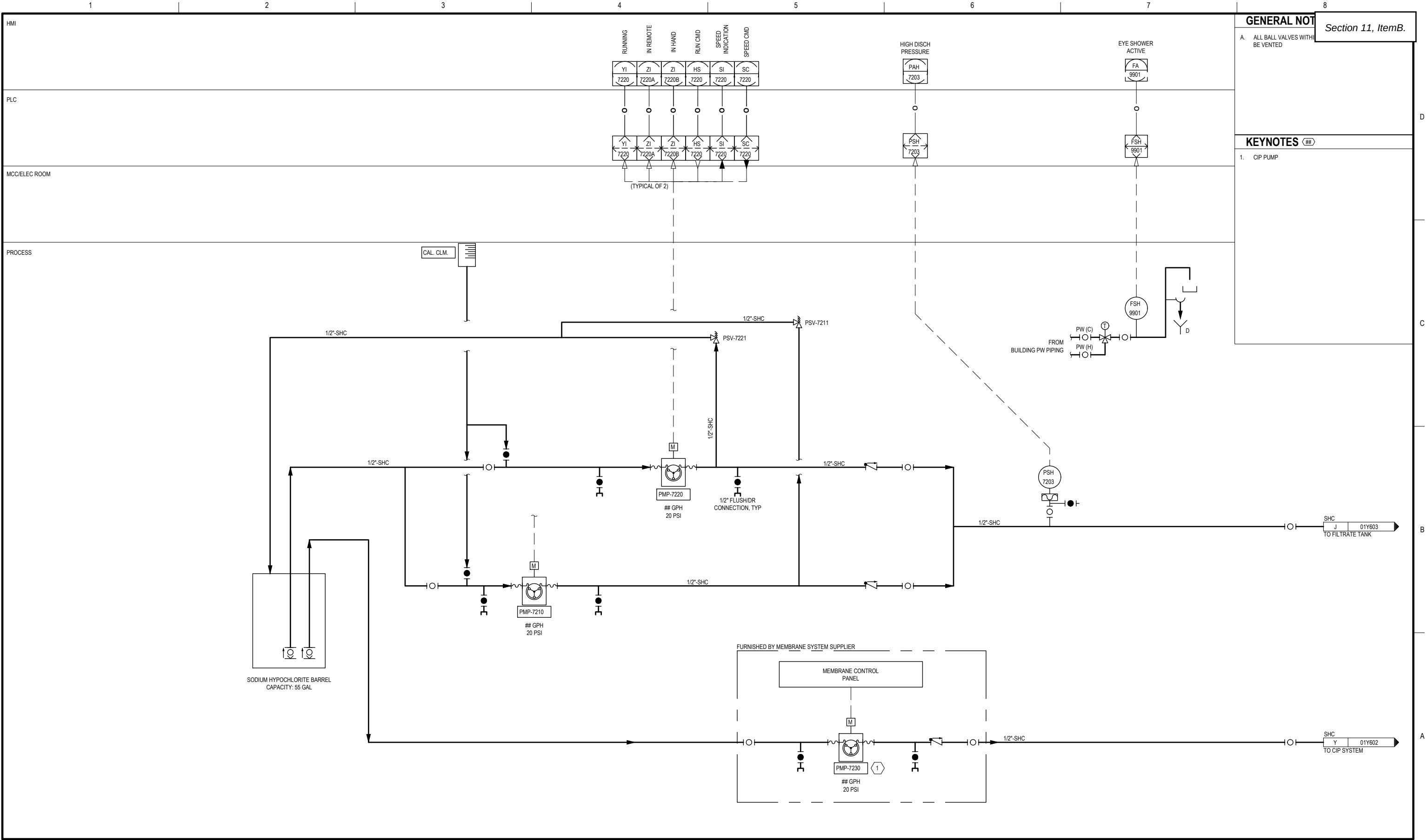
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SCALE | NOT TO SCALE

SHEET
01Y-247

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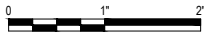
PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	C. MULDERICK
PROCESS	S. SCHUMACHER
ELECTRICAL	HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	J. LIMKE
PROJECT NUMBER	10348601

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RECORDING



TOWN OF MINTURN
WATER TREATMENT
PLANT

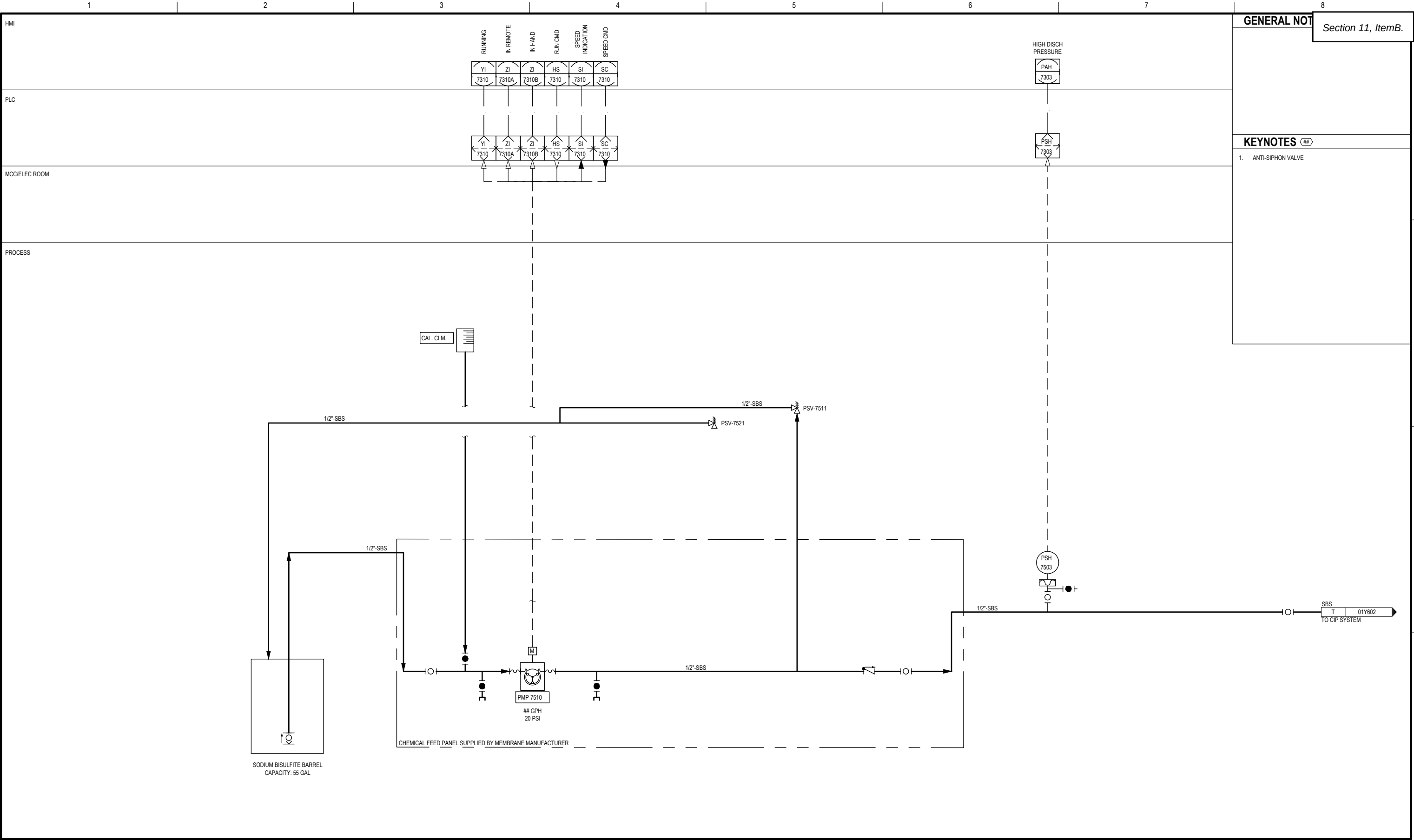
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SODIUM HYPOCHLORITE



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SHEET
01Y-248

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10/17/2023 8:27:10 AM



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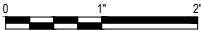
PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	C. MULDERICK
PROCESS	S. SCHUMACHER
ELECTRICAL	HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	J. LIMKE
PROJECT NUMBER	10348601

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RECORDING



TOWN OF MINTURN
WATER TREATMENT
PLANT

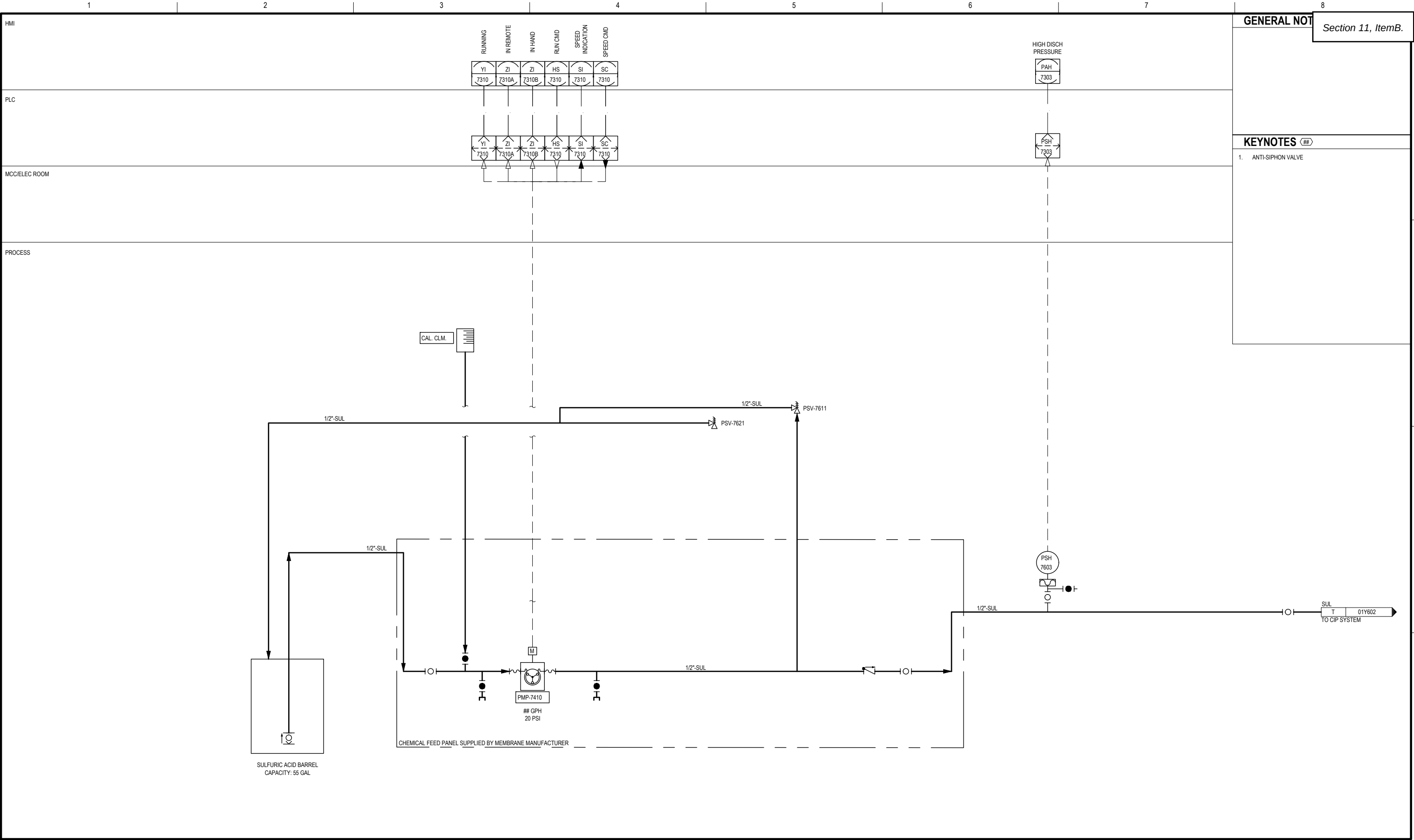
PROCESS & INSTRUMENTATION
SODIUM BISULFITE



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SHEET
01Y- 251

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GENERAL NOTE
Section 11, Item B.

KEYNOTES

1. ANTI-SIPHON VALVE



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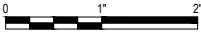
PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	C. MULDERICK
PROCESS	S. SCHUMACHER
ELECTRICAL	HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	J. LIMKE
PROJECT NUMBER	10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT

PROCESS & INSTRUMENTATION
SULFURIC ACID



FILENAME | 01Y-609.DWG
SCALE | NOT TO SCALE

SHEET
01Y- 252

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ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	C. MULDERICK
PROCESS	S. SCHUMACHER
ELECTRICAL	J. HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	C. BUENE
PROJECT NUMBER	10348601

PRELIMINARY
NOT FOR
CONSTRUCTION OR
RECORDING



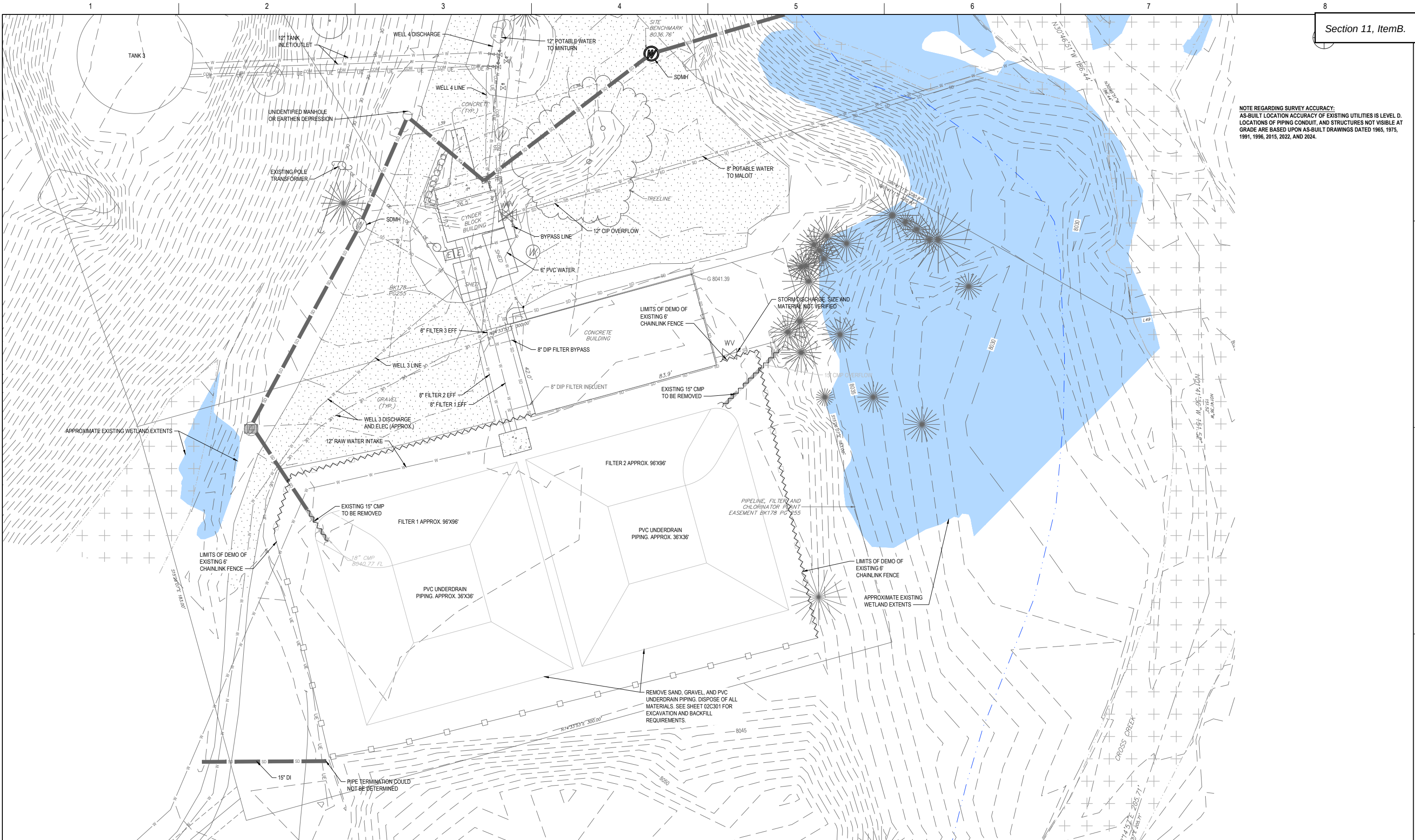
TOWN OF MINTURN
WATER TREATMENT
PLANT

SITE PLAN
EXISTING CONDITIONS PLAN



FILENAME 02C-101.DWG
SCALE 1"=20'

SHEET
02C- 257



Section 11, Item B.

NOTE REGARDING SURVEY ACCURACY:
AS-BUILT LOCATION ACCURACY OF EXISTING UTILITIES IS LEVEL D.
LOCATIONS OF PIPING CONDUIT, AND STRUCTURES NOT VISIBLE AT
GRADE ARE BASED UPON AS-BUILT DRAWINGS DATED 1965, 1975,
1991, 1996, 2015, 2022, AND 2024.

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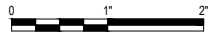
PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	J. CORONADO
PROCESS	S. SCHUMACHER
ELECTRICAL	J. HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	C. BUENE
PROJECT NUMBER	10348601

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CONSTRUCTION OR
RECORDING



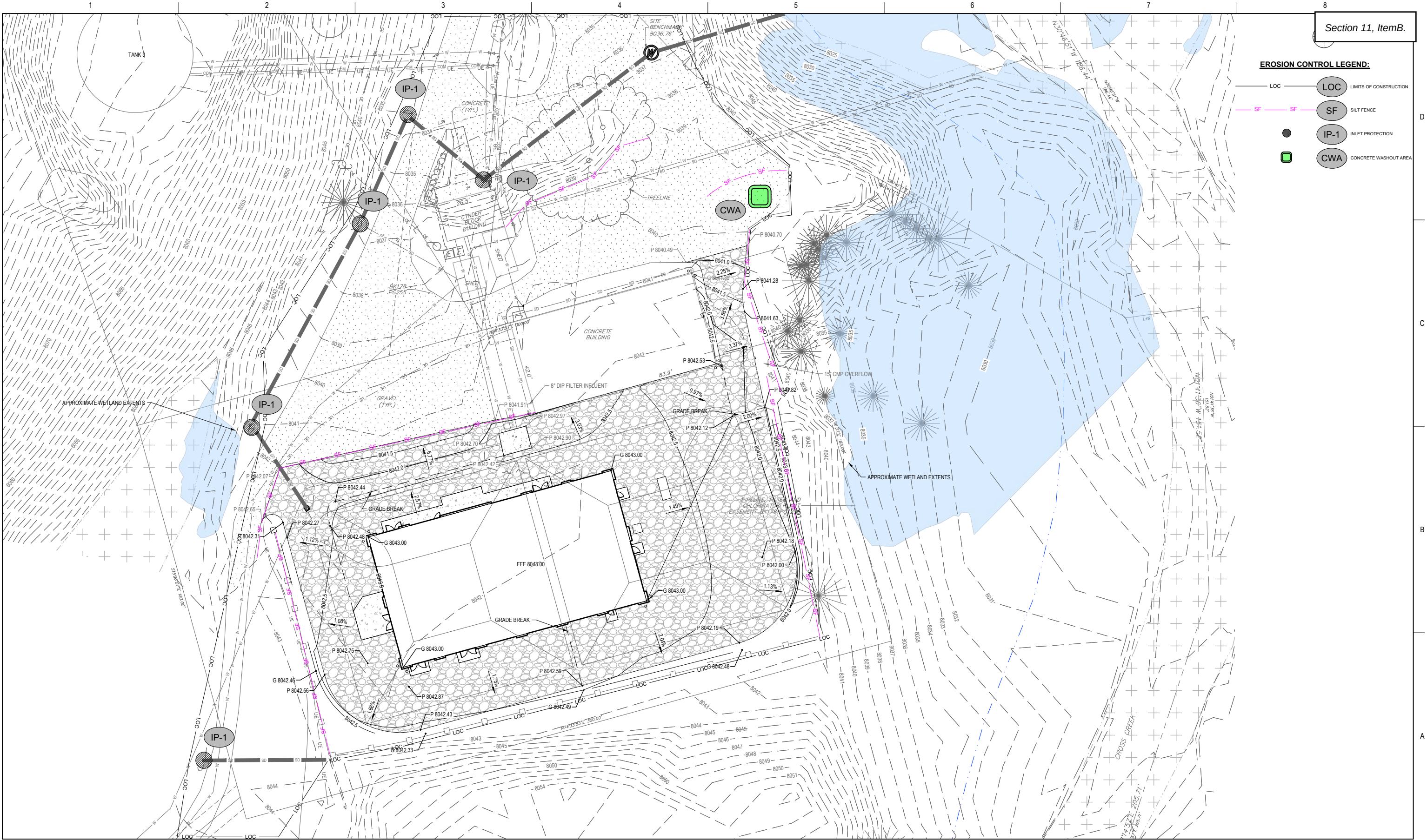
TOWN OF MINTURN
WATER TREATMENT
PLANT

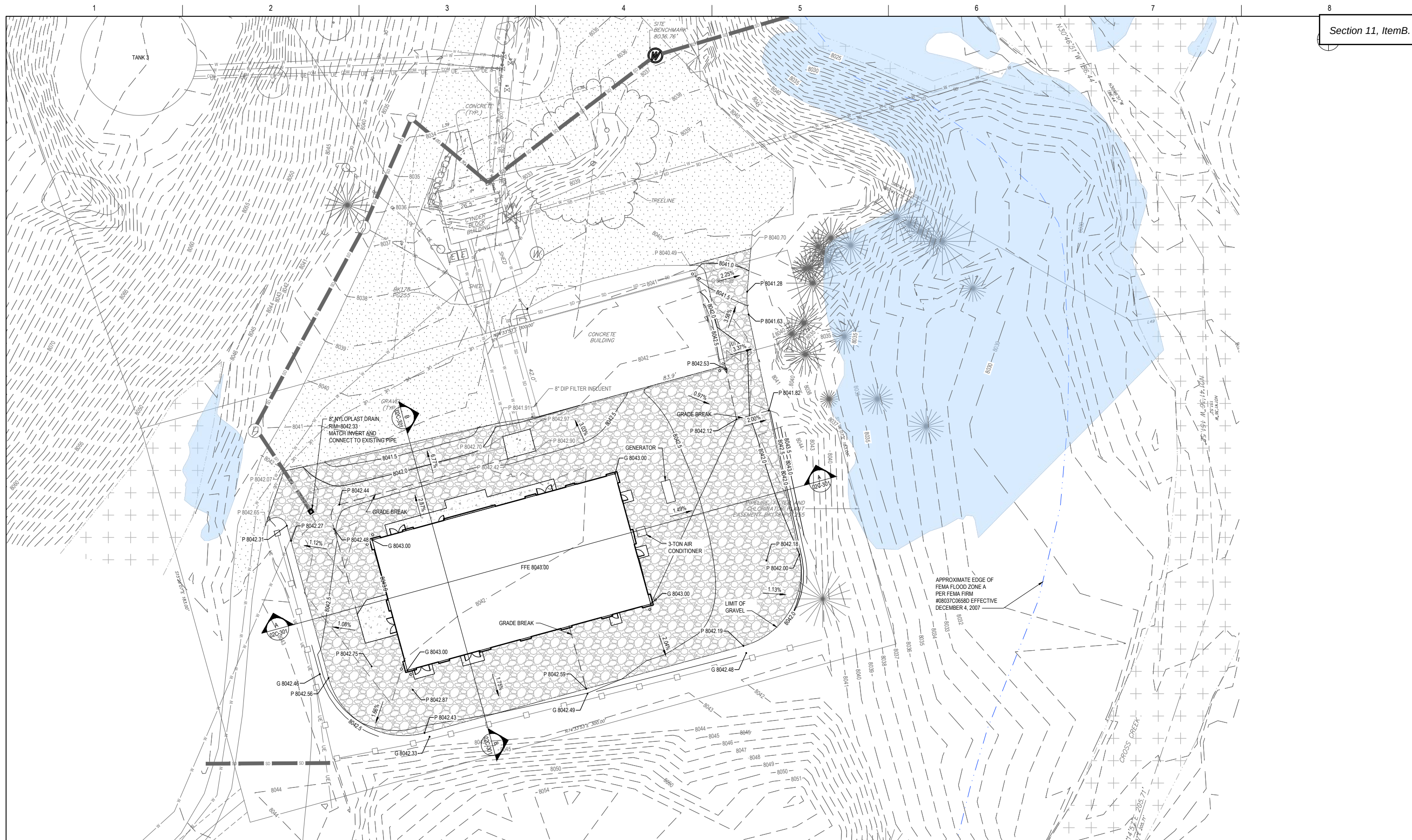
SITE PLAN
EROSION AND SEDIMENT CONTROL PLAN



FILENAME 02C-102.DWG
SCALE 1"=20'

SHEET
02C- 258





	08/2024	30% ISSUED FOR REVIEW
ISSUE	DATE	DESCRIPTION

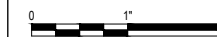
PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	J. CORONADO
PROCESS	S. SCHUMACHER
ELECTRICAL	J. HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	C. BUEME
PROJECT NUMBER	10348601

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RECORDING**

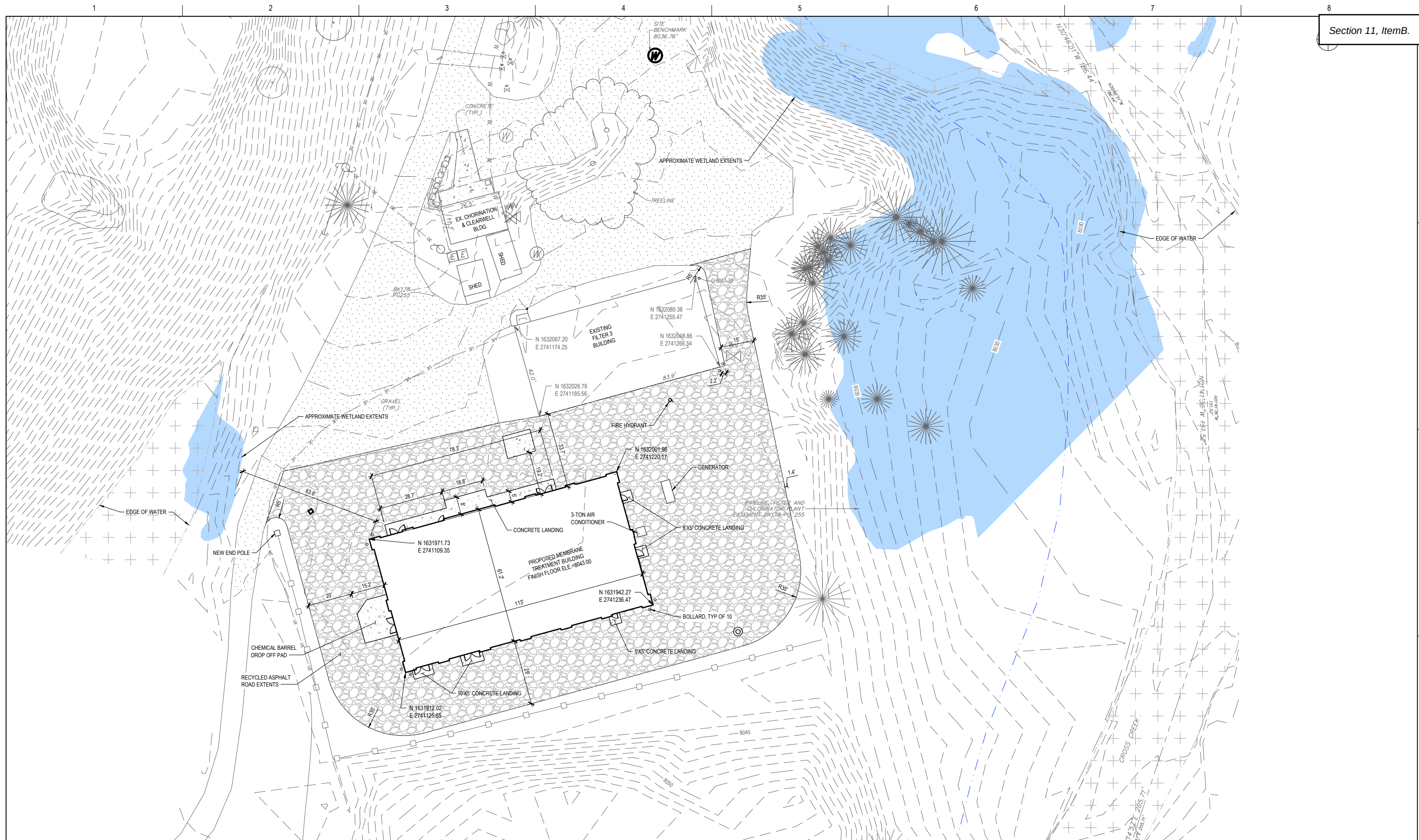


TOWN OF MINTURN
WATER TREATMENT
PLANT

**SITE PLAN
GRADING & DRAINAGE PLAN**



FILENAME	02C-103.DWG
SCALE	1"=20'



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ISSUE	DATE	DESCRIPTION

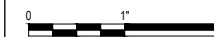
PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	C. MULDERICK
PROCESS	S. SCHUMACHER
ELECTRICAL	HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	J. LIMKE
PROJECT NUMBER	10348601

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CONSTRUCTION OR
RECORDING**



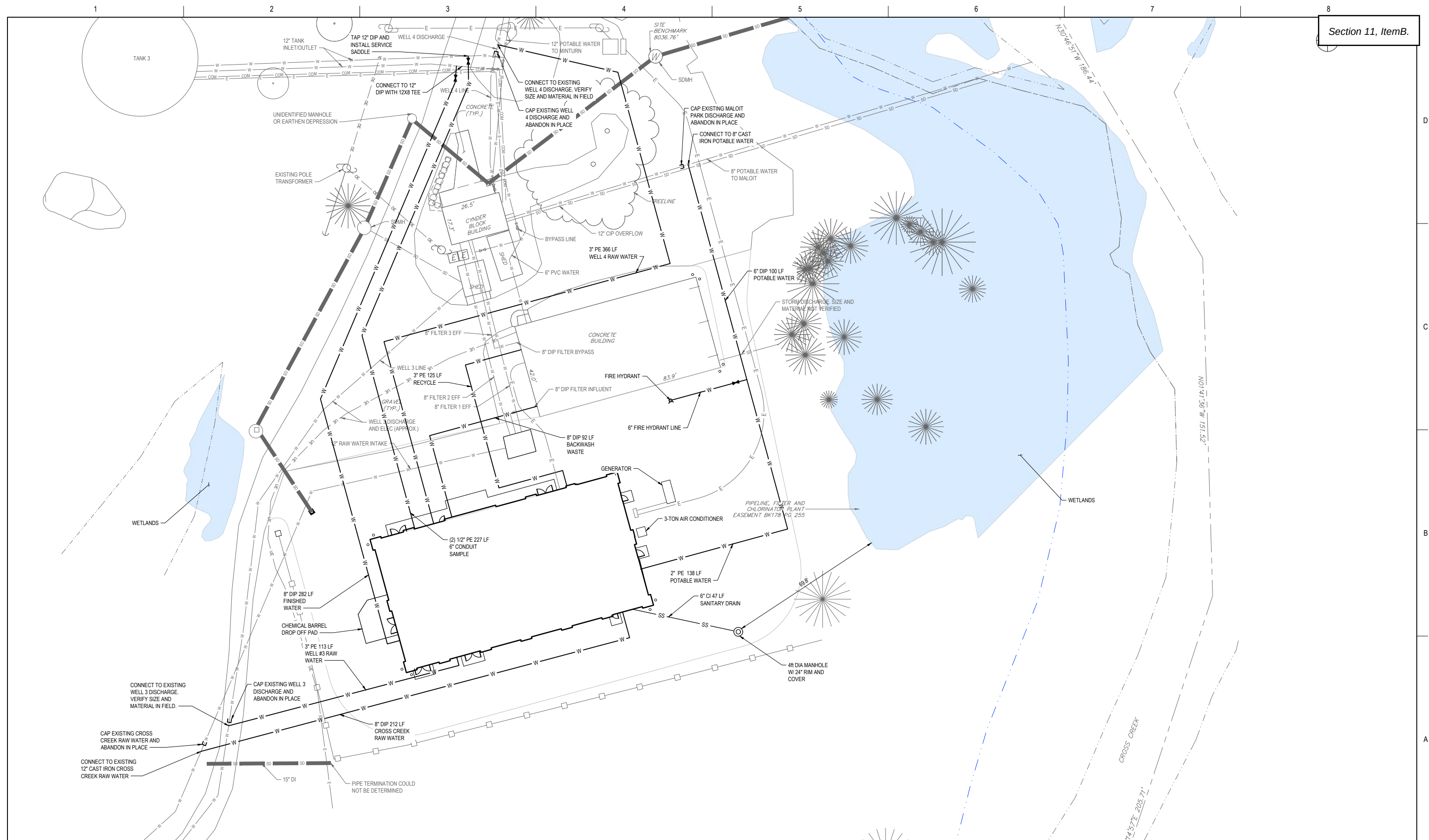
TOWN OF MINTURN
WATER TREATMENT
PLANT

SITE & ACCESS PLAN



FILENAME	02C-104.DWG
SCALE	1"=20'

SHEET
02C-260

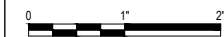
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PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	J. CORONADO
PROCESS	S. SCHUMACHER
ELECTRICAL	J. HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	C. BUEME
PROJECT NUMBER	10348601

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RECORDING**



TOWN OF MINTURN
WATER TREATMENT
PLANT



**SITE PLAN
UTILITY PLAN**

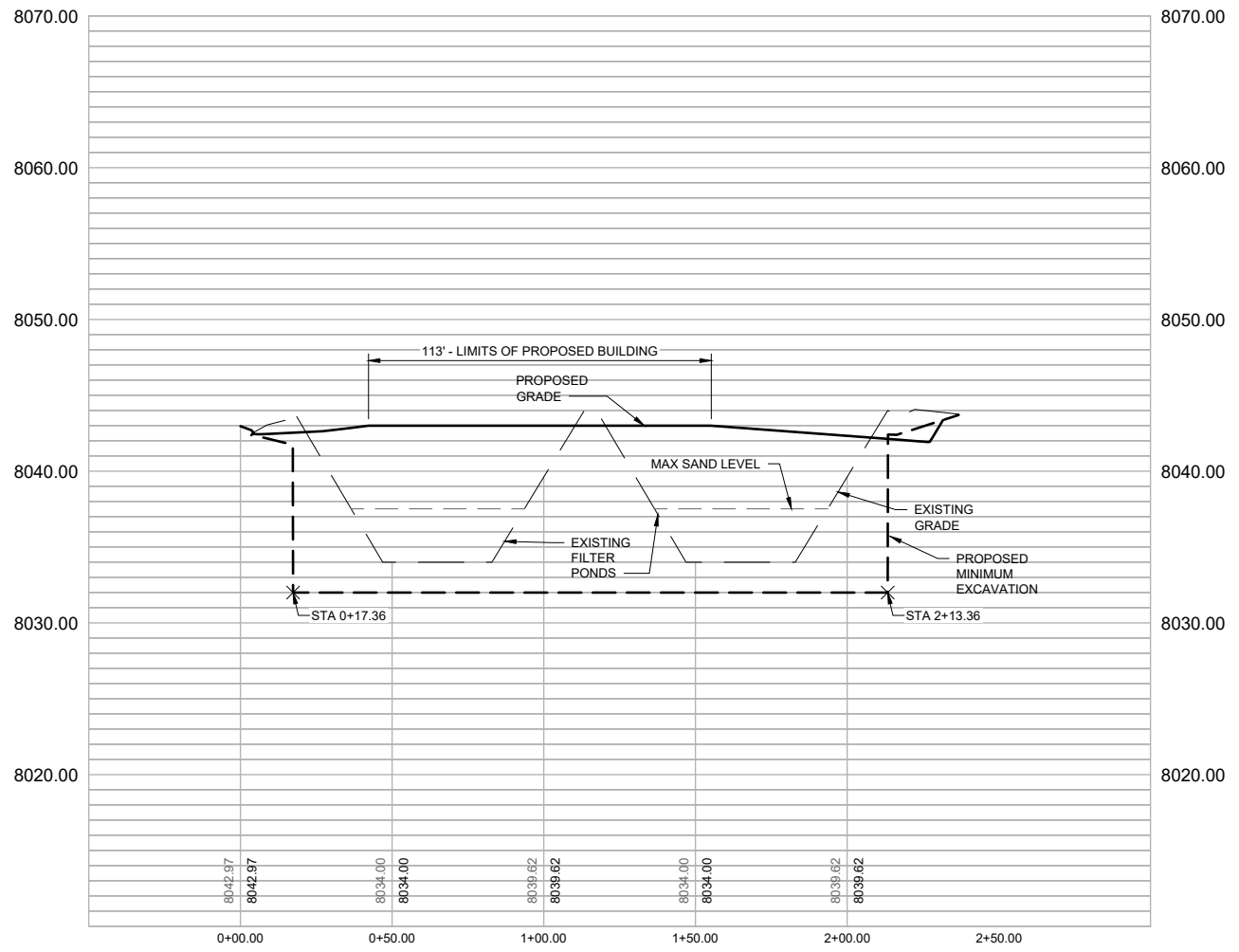
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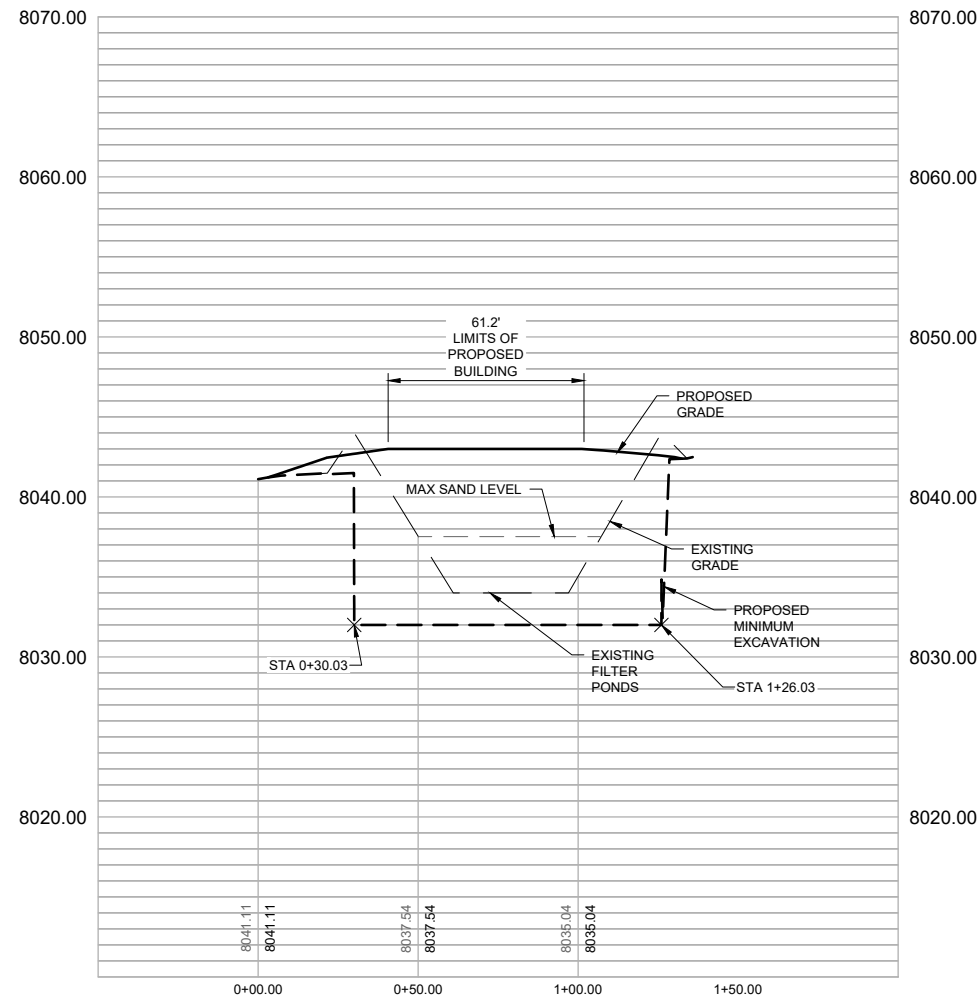
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Section 11, Item B.

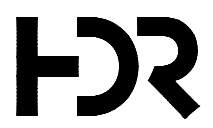


A-A
EAST-WEST CROSS SECTION
11C-106



B-B
NORTH-SOUTH CROSS SECTION
11C-106

- NOTES:
- 1. CUT VOLUME: 4,914 CY
 - 2. FILL VOLUME: 8,142 CY
 - 3. COMPACTION = 98%



ISSUE		
ISSUE	DATE	DESCRIPTION
	08/2024	30% ISSUED FOR REVIEW

PROJECT MANAGER		JAROD C. LIMKE
PROJECT ENGINEER		M. LARSON
CIVIL		M. JARRETT
STRUCTURAL		J. CORONADO
PROCESS		S. SCHUMACHER
ELECTRICAL		J. HUCKENPAHLER
I & C		C. OPPEGARD
DRAWN BY		C. BUENE
PROJECT NUMBER		10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT



EXISTING FILTERS CROSS SECTIONS

FILENAME | 02C-301.DWG
SCALE | AS NOTED

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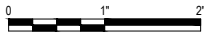
PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
CIVIL	M. JARRETT
STRUCTURAL	J. CORONADO
PROCESS	S. SCHUMACHER
ELECTRICAL	J. HUCKENPAHLER
I & C	C. OPPEGARD
DRAWN BY	C. BUENE
PROJECT NUMBER	10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT

ELECTRICAL SITE PLAN



FILENAME | 02E-101.DWG
SCALE | 1"=20'

SHEET
02E- 263



1

2

3

4

5

6

7

8



KEYNOTES

Section 11, ItemB.

- 1 REMOVAL OF EXISTING FLUME.
- 2 CAP PIPE AND ABANDON IN PLACE.
- 3 PLUG PIPE FOR CONNECTION OF NEW PIPING.
- 4 REMOVAL OF EXISTING ELBOW REDUCER ON INLET PIPE.



ISSUE	DATE	DESCRIPTION
	08/2024	30% ISSUED FOR REVIEW

PROJECT MANAGER	J. LIMKE
PROJECT ENGINEER	M. LARSON
STRUCTURAL	C. MULDERICK
ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
I & C	C. OPPEGARD
DRAWN BY	Author
PROJECT NUMBER	10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT

EXISTING FILTER BUILDING
DEMOLITION PLAN



FILENAME
SCALE 1/4" = 1'-0"

SHEET
04X-264

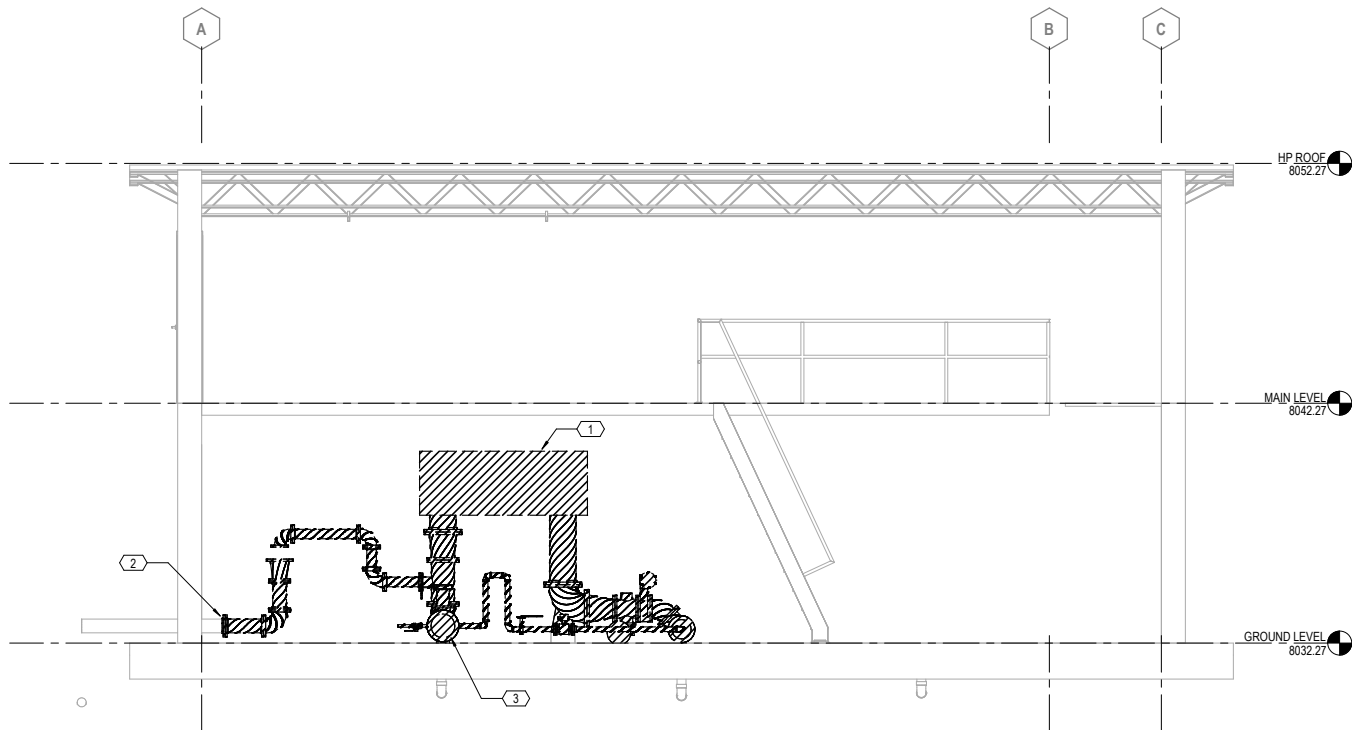
- KEYNOTES
- Section 11, ItemB.
- 1

REMOVAL OF EXISTING FLUME.
- 2

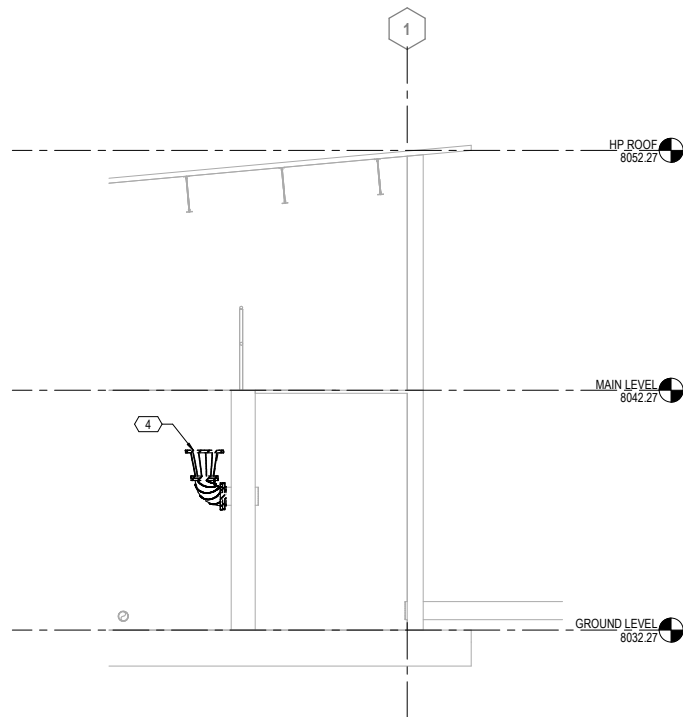
CAP PIPE AND ABANDON IN PLACE.
- 3

PLUG PIPE FOR CONNECTION OF NEW PIPING.
- 4

REMOVAL OF EXISTING ELBOW REDUCER ON INLET PIPE.



A SECTION
04X-101 1/4" = 1'-0"



B SECTION
04X-101 1/4" = 1'-0"



ISSUE	DATE	DESCRIPTION
	08/2024	30% ISSUED FOR REVIEW

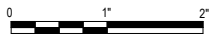
PROJECT MANAGER	J. LIMKE
PROJECT ENGINEER	M. LARSON
STRUCTURAL	C. MULDERICK
ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
I & C	C. OPPEGARD
DRAWN BY	E. PAZ
PROJECT NUMBER	10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT

EXISTING FILTER BUILDING
DEMOLITION SECTIONS



FILENAME
SCALE 1/4" = 1'-0"



A PHOTO A
04X-101 1 1/2" = 1'-0"



B PHOTO B
04X-101 1 1/2" = 1'-0"

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8/2/2024 9:13:18 AM



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PROJECT MANAGER	J. LIMKE
PROJECT ENGINEER	M. LARSON
STRUCTURAL	C. MULDERICK
ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
I & C	C. OPPEGARD
DRAWN BY	Author
PROJECT NUMBER	10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT

EXISTING FILTER BUILDING
DEMOLITION DETAILS

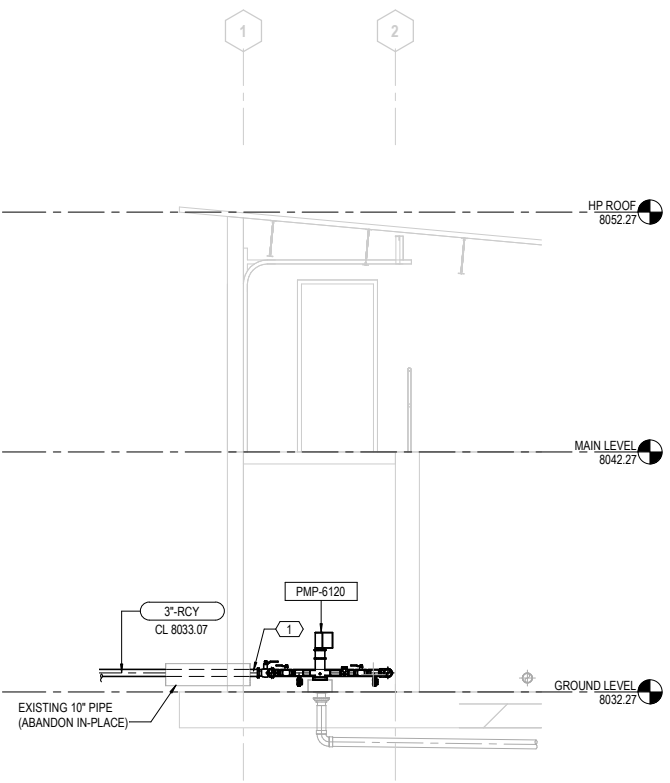


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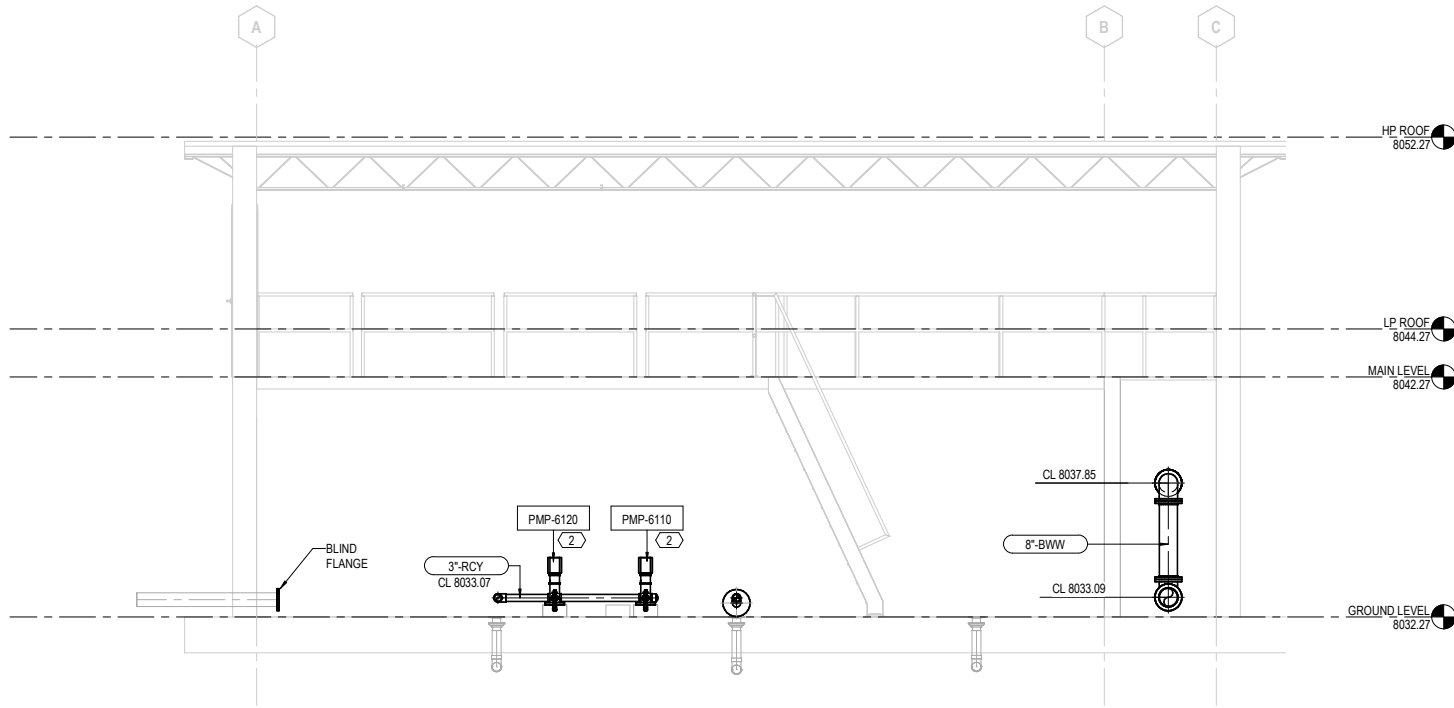


KEYNOTES Section 11, Item B.

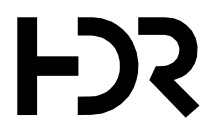
- 1 NEW 3" PVC DISCHARGE 6" FLANGE AT FILTER BUILDING OUTLET.
- 2 BACKWASH RECYCLE PUMPS.



A SECTION
04D-101 1/4" = 1'-0"



B SECTION
04D-101 1/4" = 1'-0"



ISSUE		
ISSUE	DATE	DESCRIPTION
	08/2024	30% ISSUED FOR REVIEW

PROJECT MANAGER	
PROJECT ENGINEER	M. LARSON
STRUCTURAL	C. MULDERICK
ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
I & C	C. OPPEGARD
DRAWN BY	E. PAZ
PROJECT NUMBER	10348601

PRELIMINARY
NOT FOR
CONSTRUCTION OR
RECORDING



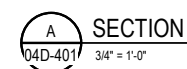
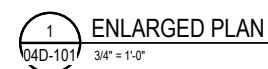
TOWN OF MINTURN
WATER TREATMENT
PLANT



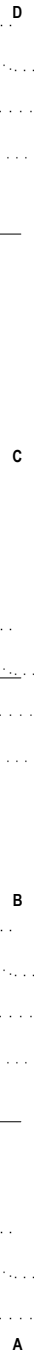
EXISTING FILTER
PROCESS SECTIONS

FILENAME
SCALE 1/4" = 1'-0"

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8/2/2024 8:01:53 AM



- Section 11, Item B.



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6/2/2024 7:50:07 AM



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PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
STRUCTURAL	J. CORONADO
ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
I & C	C. OPPEGARD
DRAWN BY	R. NELSON
PROJECT NUMBER	10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT



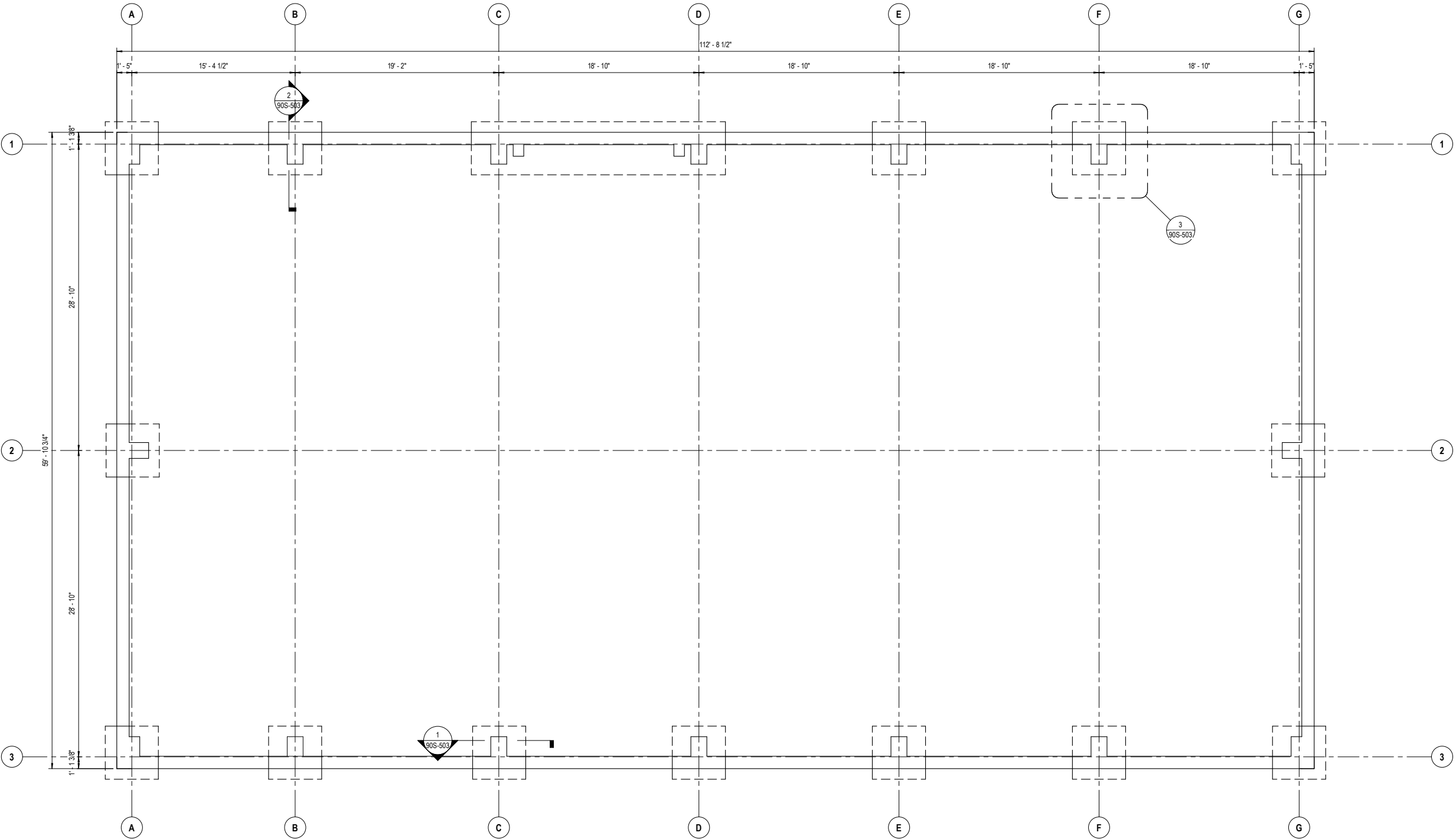
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TREATMENT.rvt
SCALE 3/16" = 1'-0"

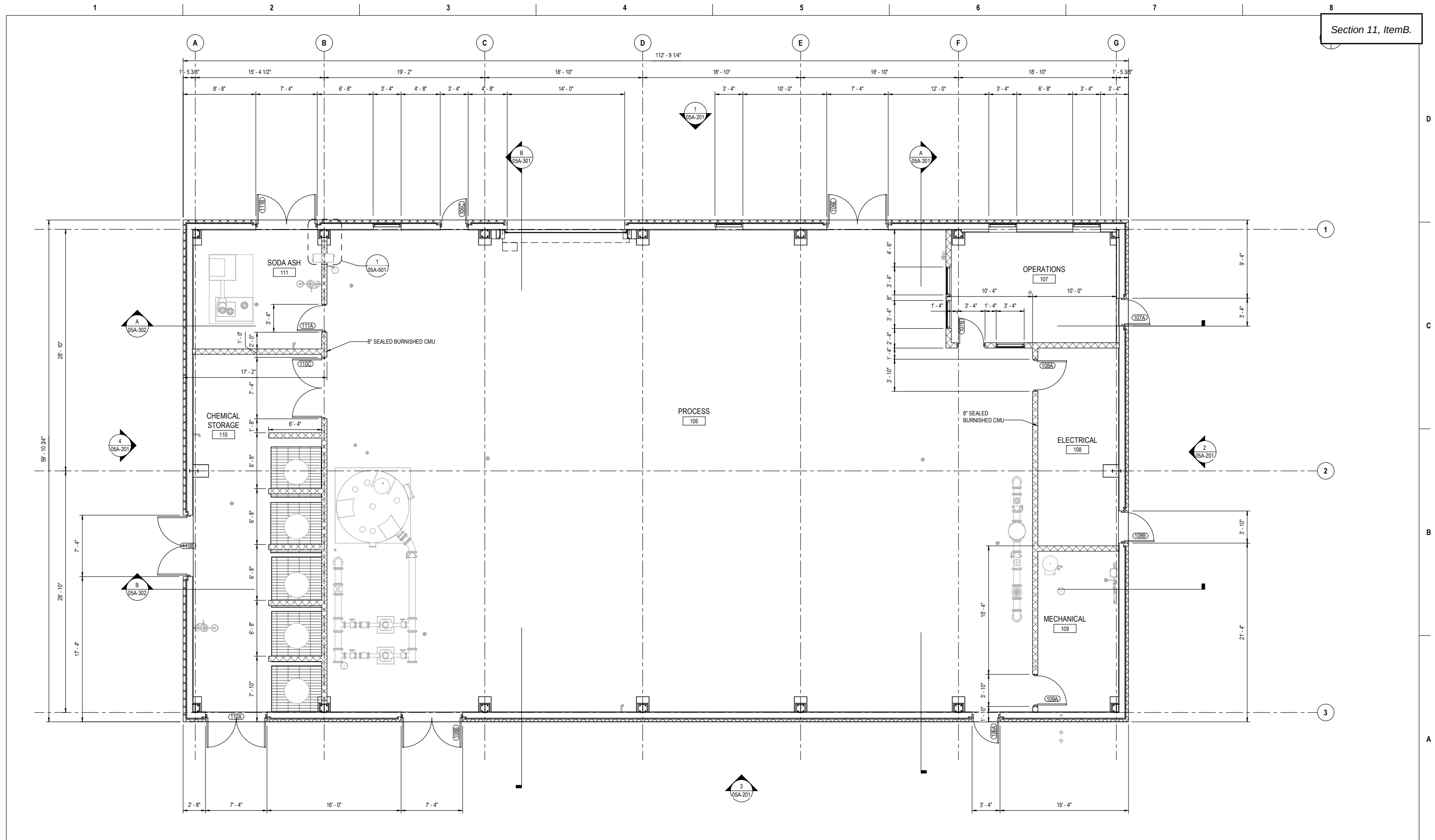
SHEET
05S-274

GENERAL NO. Section 11, Item B.

- A. COORDINATE THIS PLAN WITH ARCHITECTURAL, AND MECHANICAL.
B. TYPICAL TOP OF CONCRETE FOUNDATION = 8043 FT.

KEYNOTES



[illegible]

PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
STRUCTURAL	C. MULDERICK
ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
I & C	C. OPPEGARD
DRAWN BY	D. SPERRY
PROJECT NUMBER	10348601

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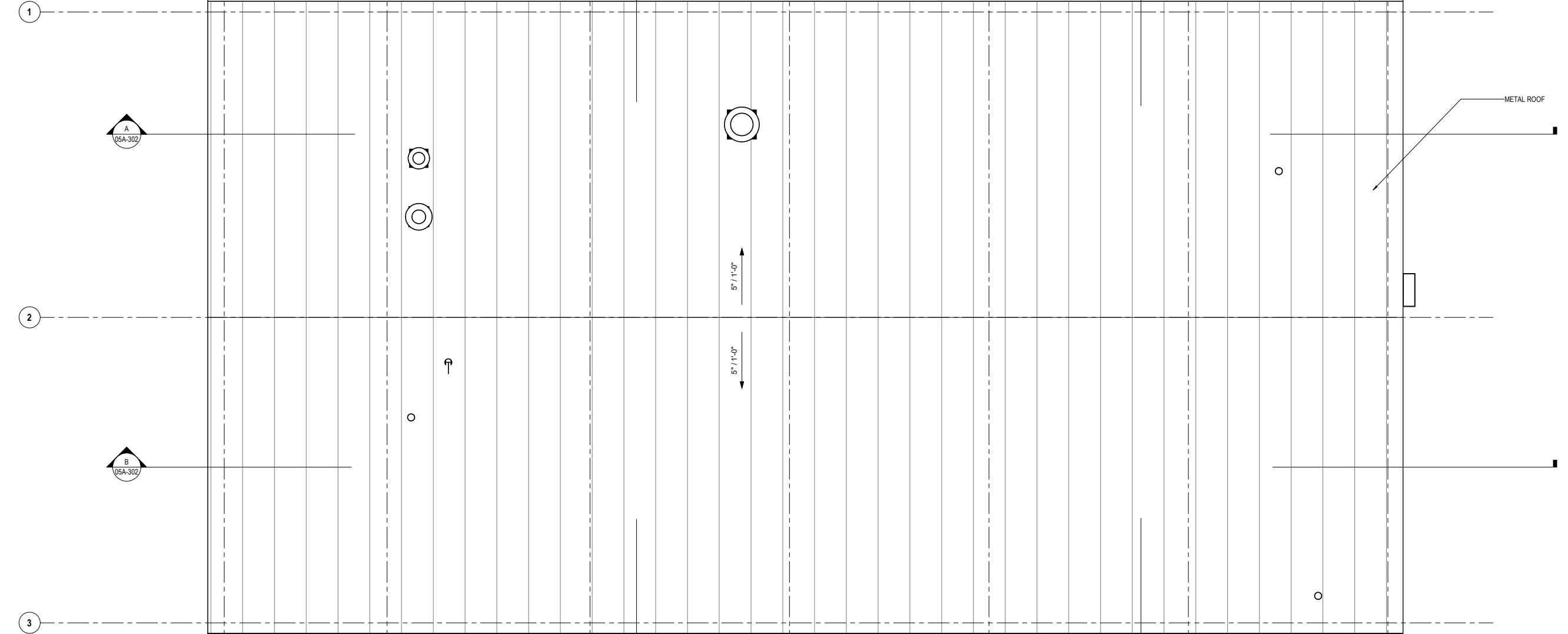
TOWN OF MINTURN
WATER TREATMENT
PLANT

MEMBRANE TREATMENT BUILDING ARCHITECTURE PLAN



FILENAME	10348601_05A -MEMBRANE TREATMENT.RVT
SCALE	3/16" = 1'-0"

HEET
05A-277



Autodesk Docs://10348601_Minturn_WTP_Design_2022/ACC/10348601_05A-MEMBRANE TREATMENT.rvt
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ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
I & C	C. OPPEGARD
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TOWN OF MINTURN
WATER TREATMENT
PLANT

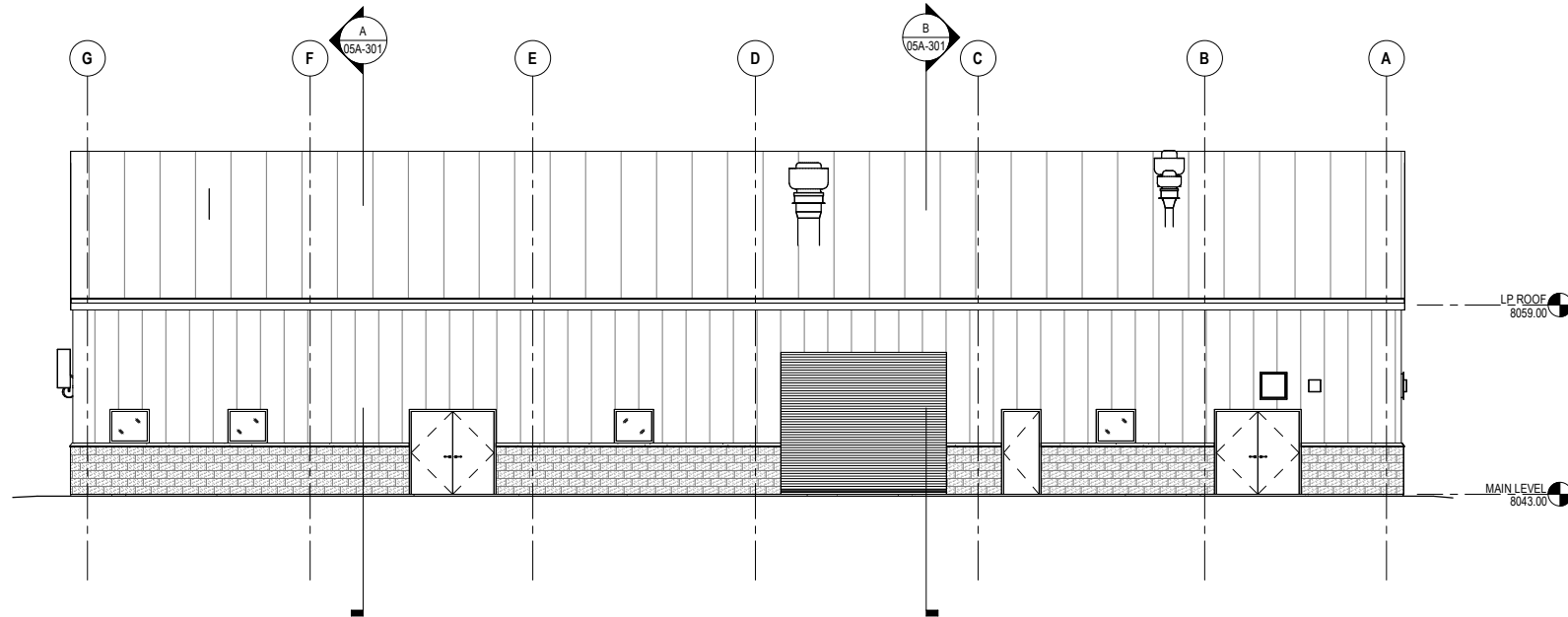
MEMBRANE TREATMENT BUILDING
ARCHITECTURE EXTERIOR ELEVATIONS



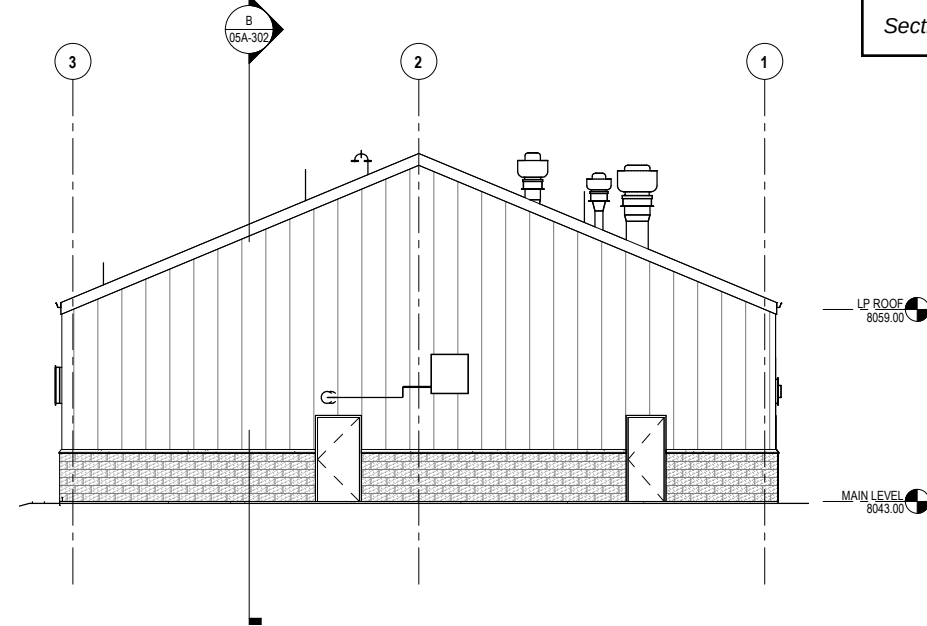
FILENAME | 10348601_05A-MEMBRANE
TREATMENT.RVT
SCALE | 1/8" = 1'-0"

SHEET
05A-279

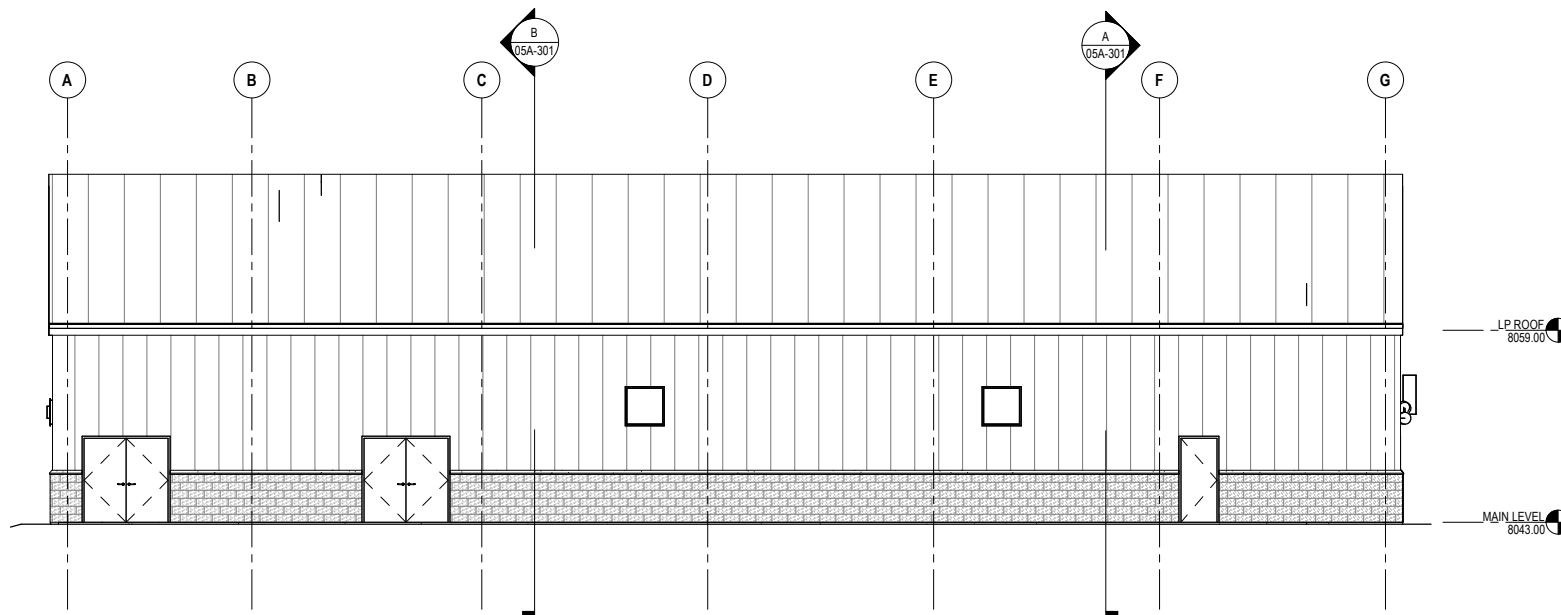
1 NORTH ELEVATION
05A-102 1/8" = 1'-0"



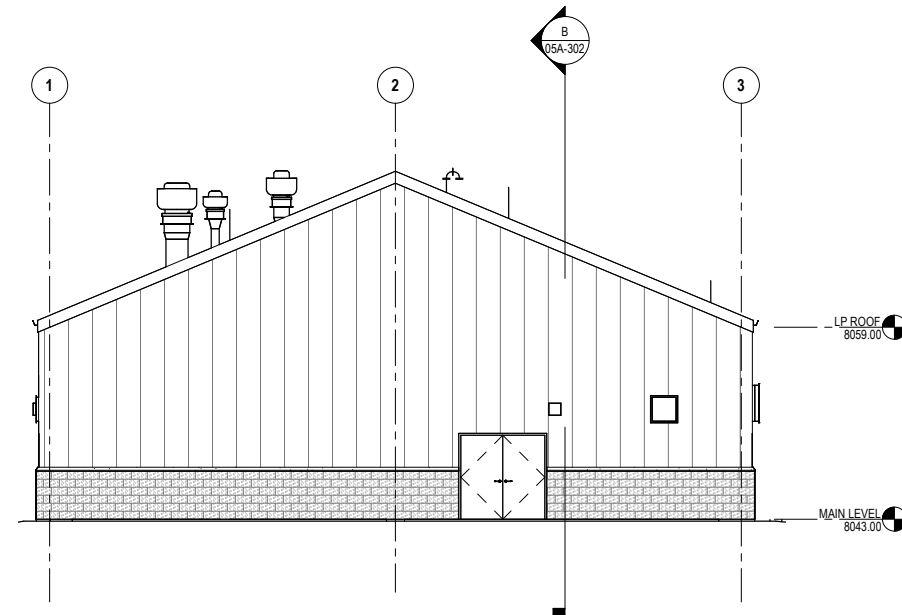
2 EAST ELEVATION
05A-102 1/8" = 1'-0"



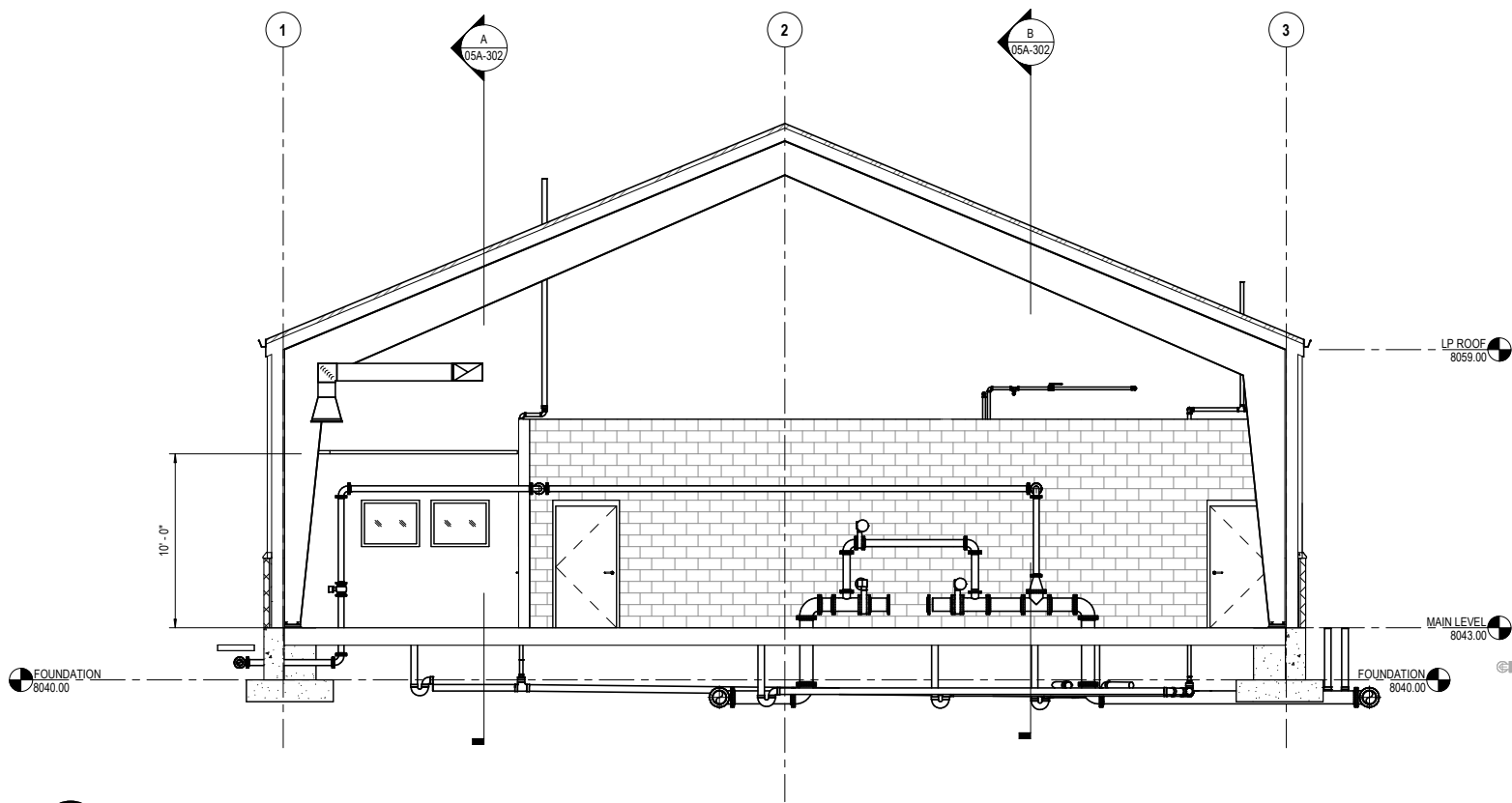
3 SOUTH ELEVATION
05A-102 1/8" = 1'-0"



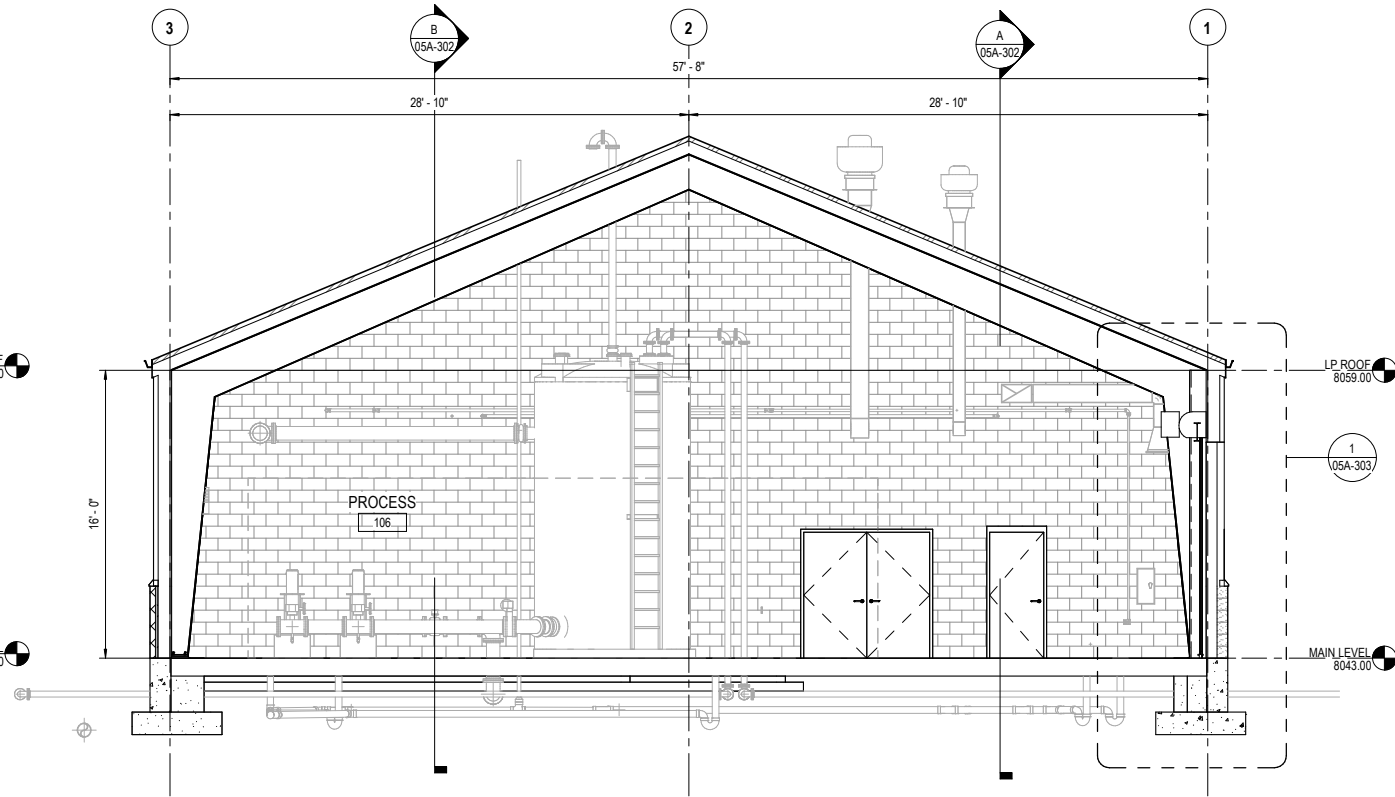
4 WEST ELEVATION
05A-102 1/8" = 1'-0"



Section 11, Item B.



A SECTION
05A-102 3/16" = 1'-0"



B SECTION
05A-102 3/16" = 1'-0"



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TOWN OF MINTURN
WATER TREATMENT
PLANT

MEMBRANE TREATMENT BUILDING
ARCHITECTURE BUILDING SECTIONS



FILENAME 10348601_05A-MEMBRANE TREATMENT.RVT
SCALE 3/16" = 1'-0"

SHEET 05A-280

1
05A-301

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ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
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TOWN OF MINTURN
WATER TREATMENT
PLANT

MEMBRANE TREATMENT BUILDING
ARCHITECTURE SCHEDULES



FILENAME	10348601_05A-MEMBRANE TREATMENT.RVT
SCALE	As indicated

SHEET	282
05A-	

Section 11, ItemB.

ROOM FINISH SCHEDULE

ROOM NUMBER	ROOM NAME	FLOOR	BASE	WALLS				CEILING		*REMARKS
				NORTH	EAST	SOUTH	WEST	HEIGHT	FINISH	
100	CHEMICAL STORAGE									
101	OPERATIONS									
102	ELECTRICAL									
103	MECHANICAL									
104	PROCESS									
105	CHEMICAL STORAGE									
106	PROCESS									
107	OPERATIONS									
108	ELECTRICAL									
109	MECHANICAL									
110	CHEMICAL STORAGE									
111	SODA ASH									

MATERIAL AND FINISH LEGEND

FLOOR		BASE	
CPT	CARPET	N	NONE
CS-1	CHEMICAL FLOOR SEALER	CPT	CARPET
CS-2	CHEMICAL FLOOR SEALER, HARDENER DENSIFIER	CT	CERAMIC TILE
CS-3	CHEMICAL FLOOR SEALER (WATER REPELLENT)	QT	QUARRY TILE
CT	CERAMIC TILE	RB	RESILIENT BASE
HPIC-#	HIGH PERFORMANCE INDUSTRIAL COATING	TE	TROWELED EPOXY
MAT	METALLIC AGGREGATE TOPPING	TTZO	TROWELED TERRAZZO
QT	QUARRY TILE	WD	WOOD
SPT	SPARK PROOF TROWELED EPOXY		
TE	TROWELED EPOXY		
TTZO	TROWELED TERRAZZO		
VCT	VINYL COMPOSITE TILE		
WALLS		CEILING	
AP-#	ARCHITECTURAL PAINT NO. #	ACT	ACOUSTICAL CEILING TILE
BRK	BRICK	AP-#	ARCHITECTURAL PAINT NO. #
CF-#	CONCRETE FINISH NO. #	C	CONCRETE - NO PAINT
CMU	CONCRETE MASONRY UNITS - NO PAINT	ES	EXPOSED STRUCTURE - NO PAINT
CT	CERAMIC TILE - FULL HEIGHT	GP	GYPSPUM PLASTER
CTW	CERAMIC TILE - WAINSCOT	HPIC-#	PAINTED STRUCTURE WITH HPIC NO. #
GFMU	GROUND FACE CONCRETE MASONRY UNITS	PCP	PORTLAND CEMENT PLASTER
GUM	GLASS UNIT MASONRY		
HPIC-#	HIGH PERFORMANCE INDUSTRIAL COATING NO. #		
PFMOSA	PREFACED CONCRETE MASONRY UNITS		
MUSC	SOUND ABSORBING CONCRETE MASONRY UNITS		
SGFT	SPECIAL COATING		
VWC	STRUCTURAL GLAZED FACING TILE		
	VINYL WALL COVERING		

NOTES:
1. SEE DRAWINGS FOR WALL TYPES.
2.

REMARKS:
1. PROVIDE CONCRETE FINISH NO. 5 WHERE CONCRETE WALLS ARE INDICATED TO BE PAINTED; SEE SPECIFICATION SECTION 03348.
2. PAINTED STEEL STRUCTURE. SEE DRAWINGS FOR HEIGHT.

DOOR SCHEDULE

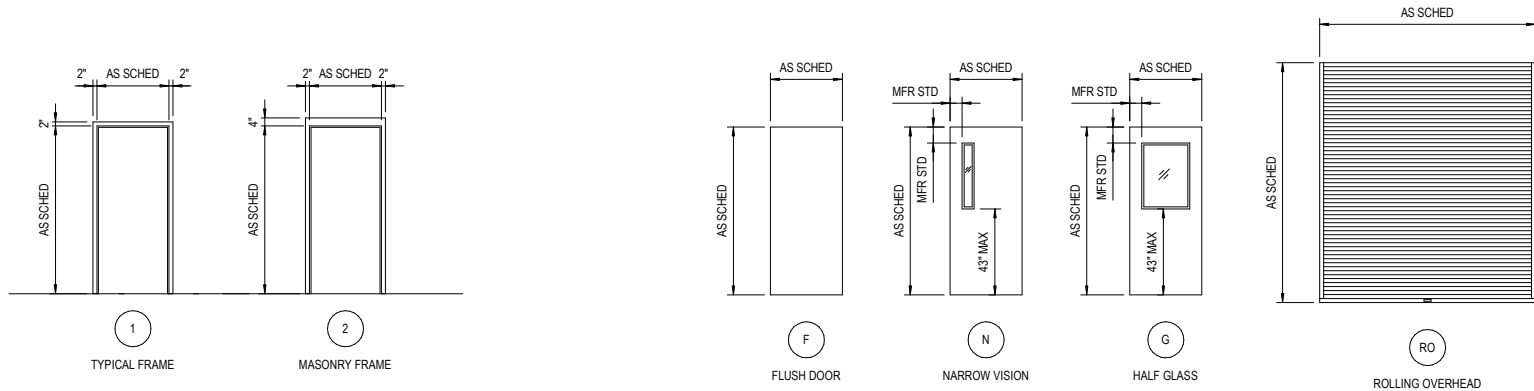
DOOR NUMBER	WIDTH	HEIGHT	DOOR			FRAME			GLASS	RATING	HARDWARE SET	DETAILS			*REMARKS
			TYPE	MATERIAL	FINISH	TYPE	MATERIAL	FINISH				HEAD	JAMB	SILL	
106A		7'-0"													
106B		7'-0"													
106C		7'-0"													
106E		7'-0"													
106F		12'-0"		G/S			STL								
107A		7'-0"													
107B		7'-0"													
108A		7'-0"													
108B		7'-0"													
109A		7'-0"													
110A		7'-0"													
110B		7'-0"													
110C		7'-0"													
111A		7'-0"													
111B		7'-0"													

MATERIAL AND FINISH LEGEND

MATERIAL		FINISH	
AL	ALUMINUM	AN	ANODIZED
FRP	FIBERGLASS REINFORCED POLYMER PANEL	FAP	FACTORY APPLIED PAINT
HM	HOLLOW METAL	FAPC	FACTORY APPLIED POWDER COATING
SF	STOREFRONT	FAS	FACTORY APPLIED STAIN AND VARNISH
SS	STAINLESS STEEL	GC	FACTORY APPLIED GEL COATING
ST	STEEL	HPIC	HIGH PERFORMANCE INDUSTRIAL COATING
V	VINYL	PLAM	HIGH PRESSURE PLASTIC LAMINATE
WD	WOOD	PVDF	FLUOROPOLYMER
		SAT	#4 SATIN FINISH
		STN	FIELD STAINED AND VARNISHED
		AP - #	ARCHITECTURAL PAINT NO. #
		FRP/AN	FIBERGLASS REINFORCED POLYMER PANEL/ANODIZED

NOTES:
1. SEE DOOR TYPES DETAIL (THIS SHEET)(X/XXXXX) FOR DOOR ELEVATIONS.
2. SEE FRAME TYPES DETAIL (THIS SHEET)(X/XXXXX) FOR FRAME ELEVATIONS.

REMARKS:
1. PROVIDE ELECTRIC DOOR ASSISTING DEVICE. SEE PLANS FOR LOCATION OF ACTIVATION SWITCHES.



4 FRAME TYPES

1/4" = 1'-0"

3 DOOR TYPES

1/4" = 1'-0"

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STRUCTURAL	C. MULDERICK
ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
MECHANICAL	K. CHAUDHARI
I & C	C. OPPEGARD
DRAWN BY	E. PAZ
PROJECT NUMBER	10348601

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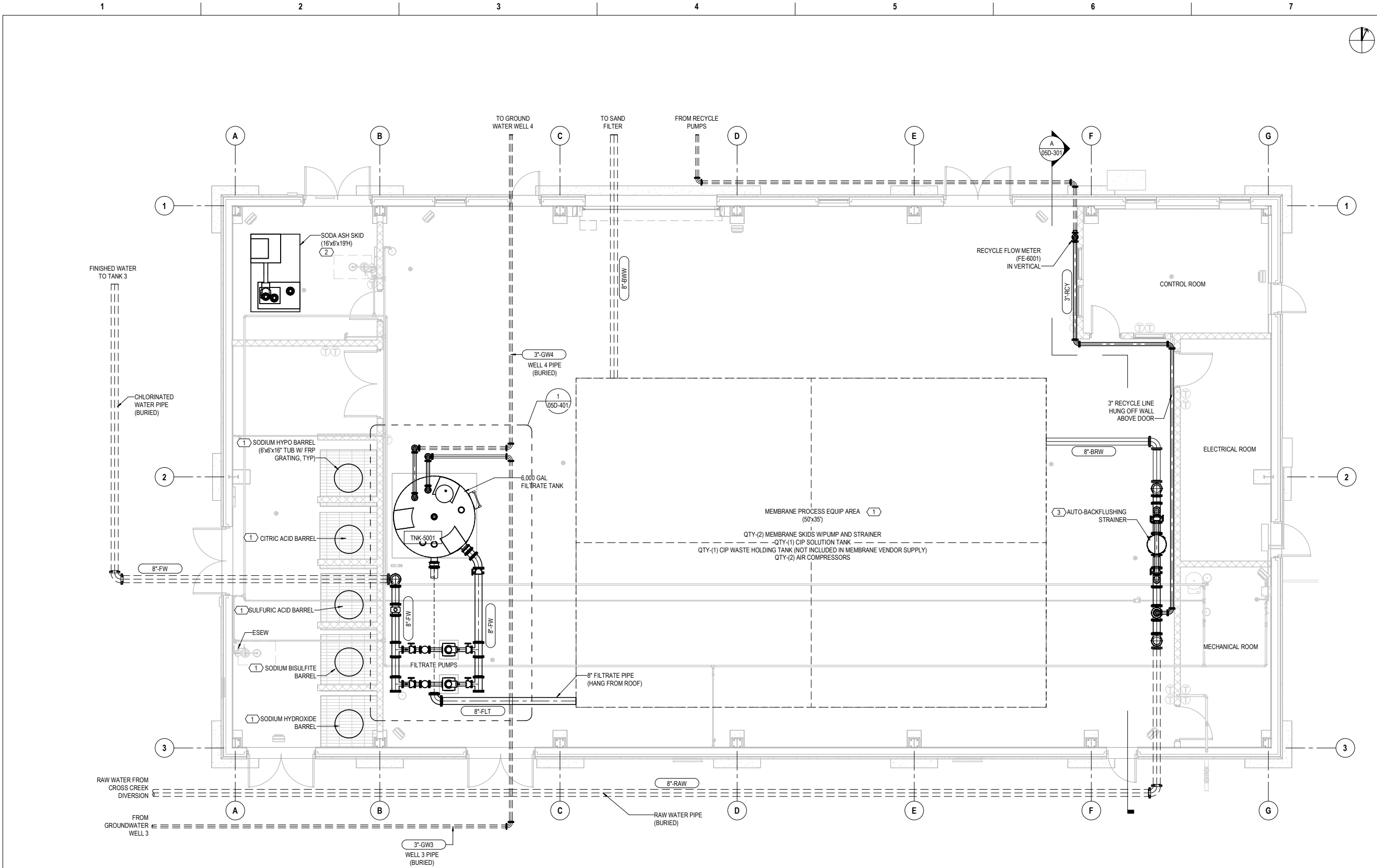
TOWN OF MINTURN
WATER TREATMENT
PLANT

MEMBRANE TREATMENT
PROCESS PLAN



FILENAME
SCALE 3/16" = 1'-0"

SHEET
05D-283

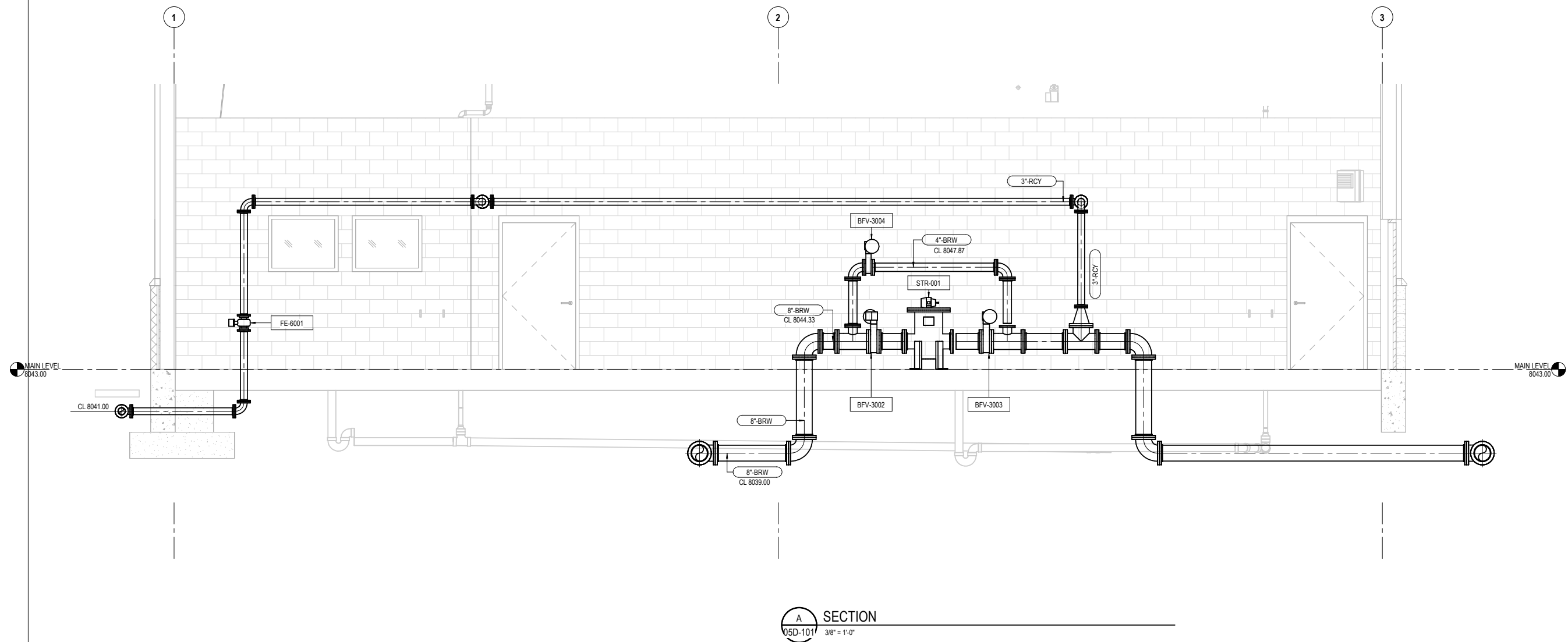


GENERAL NO. Section 11, Item B.

- A. INTERIOR PIPING TO BE DONE BY CONTRACTOR.
B. SEE PAIDS FOR DIVISION OF RESPONSIBILITY FOR SUPPLY OF CHEMICAL FEED PANELS BETWEEN CONTRACTOR AND MEMBRANE SUPPLIER.

KEYNOTES

- 1 EQUIPMENT INCLUDED IN THE MEMBRANE SUPPLIER'S SCOPE OF SUPPLY.
2 EQUIPMENT INCLUDED IN THE SODA ASH SUPPLIER'S SCOPE OF SUPPLY.
3 EQUIPMENT INCLUDED IN AUTO BACKFLUSHING STRAINER SUPPLIER'S SCOPE OF SUPPLY.



SECTION
A
05D-101
3/8" = 1'-0"

[illegible]

PROJECT MANAGER	JAROD C. LIMKE
PROJECT ENGINEER	M. LARSON
STRUCTURAL	C. MULDERICK
ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
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I & C	C. OPPEGARD
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TOWN OF MINTURN
WATER TREATMENT
PLANT

MEMBRANE TREATMENT PROCESS SECTIONS



FILENAME	
SCALE	3/8" = 1'-0"

1

2

3

4

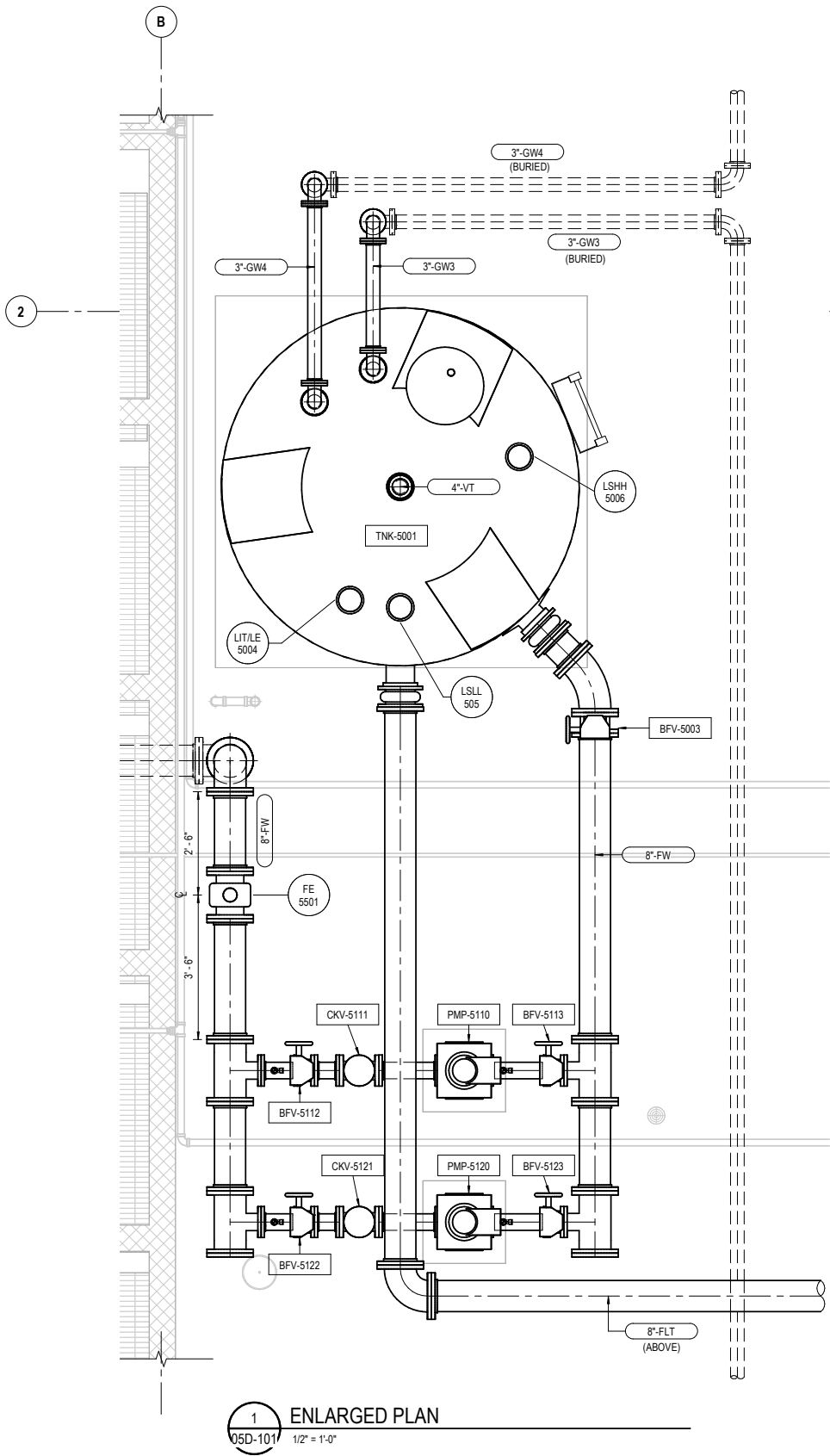
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6

7

8

Section 11, ItemB.



1 ENLARGED PLAN
05D-101 1/2" = 1'-0"



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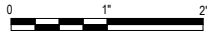
PROJECT MANAGER	JAROD C. LIMKE
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DRAWN BY	E. PAZ
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TOWN OF MINTURN
WATER TREATMENT
PLANT

MEMBRANE TREATMENT
PROCESS ENLARGED PLAN



FILENAME
SCALE 1/2" = 1'-0"



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I & C	C. OPPEGARD
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PROJECT NUMBER	10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT

MEMBRANE TREATMENT BUILDING
MECHANICAL HVAC PLAN

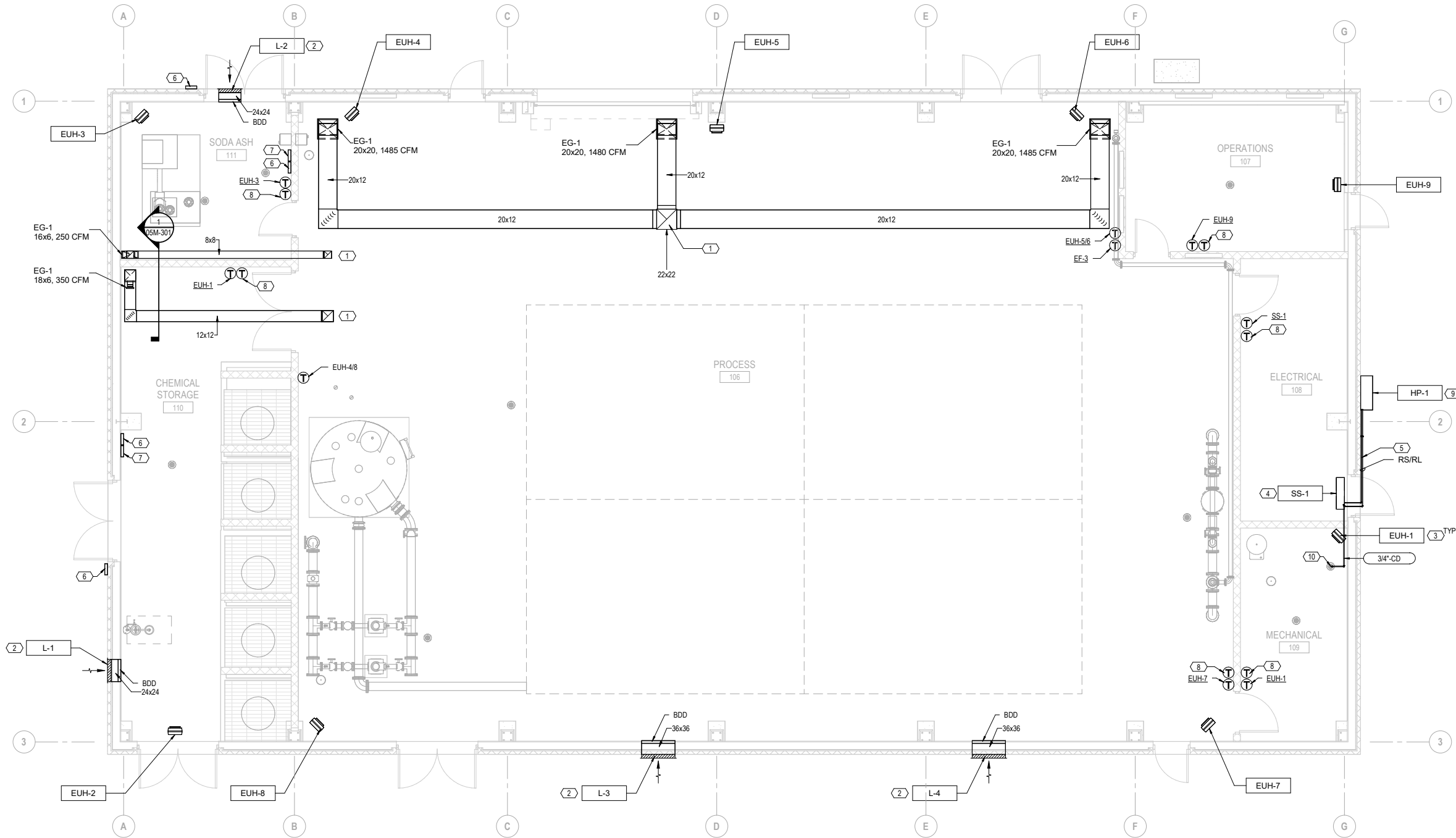


FILENAME	10348601_05MP - MEMBRANE TREATMENT.rvt
SCALE	3/16" = 1'-0"

SHEET	287
05M-	

KEYNOTES Section 11, ItemB.

- EA DUCTWORK SAME TO ROOF.
- WALL MOUNTED LOUVRE WITH COUNTERWEIGHT BACKDRAFT DAMPER.
- ELECTRIC UNIT HEATER REMOTE THERMOSTAT. INSTALL AT 8' AFF. REFER TO 5/05M-501 FOR MORE DETAIL.
- INSTALL INDOOR WALL MOUNTED UNIT ABOVE 8' AFF.
- ROUTE REFRIGERANT PIPING FROM SS TO HP. EXACT SIZE/QUANTITY OF PIPES, PIPING ACCESSORIES, AND ROUTING SHALL BE PER MANUFACTURER REQUIREMENTS. SEAL WALL PENETRATIONS AIRWATER TIGHT. COORDINATE EXACT LOCATION OF SSHP WITH ELECTRICAL CONTRACTOR.
- PROVIDE AUDIO/VISUAL ALARM, INTERLOCKED WITH EXHAUST FAN OPERATION. REFER TO 3/05M-701 FOR MORE DETAIL. MOUNT 10' ABOVE FINISH FLOOR.
- EMERGENCY ALARM CONTROL PANEL AND PUSH BUTTON FOR EXHAUST FAN OPERATION. REFER TO 3/05M-701 FOR MORE DETAIL.
- TEMPERATURE SENSOR. REFER TO 1/05M-701 FOR TEMPERATURE MONITORING REQUIREMENTS.
- OUTDOOR HEAT PUMP UNIT MOUNTED ON WALL, 9' AFF.
- ROUTE CONDENSATE DRAIN SAME SIZE AS OUTLET TO NEAREST FLOOR DRAIN AS SHOWN. TERMINATE WITH DOWNTURNED ELBOW OVER FLOOR DRAIN WITH AIR GAP.



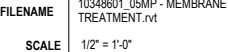


1 DUCT SECTION
05M-101 1/2" = 1'-0"

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MEMBRANE TREATMENT BUILDING MECHANICAL SECTIONS



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TOWN OF MINTURN
WATER TREATMENT
PLANT

MEMBRANE TREATMENT BUILDING
MECHANICAL SCHEDULES I



FILENAME
SCALE

10348601_05MP - MEMBRANE
TREATMENT.rvt

SHEET

05M-

290

Section 11, ItemB.

SITE CRITERIA	
LOCATION	MINTURN, CO, USA
ASHRAE CLIMATE ZONE	6B
ELEVATION	8,043 FT
LATITUDE	39.586 N
LONGITUDE	106.430 W
WEATHER STATION DATAT	
WEATHER DATA LOCATION	LEADVILLE LAKE COUNTY AP, CO, USA
ASHRAE CLIMATE ZONE	6B
ELEVATION	6,497 FT
LATITUDE	39.650 N
LONGITUDE	106.917 W
OUTDOOR DESIGN CONDITIONS	
COOLING (0.4% DB/MCWB)*	89.9 F / 56.9 F
HEATING (99.6% DB)*	- 4.3 F
CONDENSING UNIT DRY BULB	96.9 F

* PER ASHRAE 2021 FUNDAMENTALS.

ROOM TYPE	SUMMER			WINTER		
	MAX. TEMP.	SET POINT	MAX. %RH	MIN. TEMP.	SET POINT	MIN. %RH
CONTROL ROOM	100 °F	N/A	N/A	50	55	N/A
ELECTRICAL ROOM	100 °F	80	N/A	55	60	N/A
MECHANICAL ROOM	100 °F	N/A	N/A	50	55	N/A
CHEMICAL ROOM	100 °F	N/A	N/A	50	55	N/A
PROCESS ROOM	100 °F	85	N/A	55	60	N/A

ELECTRIC UNIT HEATER SCHEDULE											
SYMBOL	SERVICE	AIR FLOW (CFM)	HEATING CAPACITY (kW)	ELECTRICAL				CONTROL TYPE (NOTE 1)	BASIS OF DESIGN		NOTES
				AMPS	VOLTAGE/PHASE	DISCONNECT BY	CONTROLLER BY		MANUFACTURER	MODEL	
EUH-1	MECHANICAL ROOM	700	5	6.4	480/3	MFR	MFR	EUH-A	QMARK	QWD	2,3,4
EUH-2	CHEMICAL STORAGE	700	5	6.4	480/3	MFR	MFR	EUH-A	QMARK	QWD	2,3,4
EUH-3	SODA ASH	700	5	6.4	480/3	MFR	MFR	EUH-A	QMARK	QWD	2,3,4
EUH-4	PROCESS ROOM	700	5	6.4	480/3	MFR	MFR	EUH-A	QMARK	QWD	2,3,4
EUH-5	PROCESS ROOM	700	5	6.4	480/3	MFR	MFR	EUH-A	QMARK	QWD	2,3,4
EUH-6	PROCESS ROOM	700	5	6.4	480/3	MFR	MFR	EUH-A	QMARK	QWD	2,3,4
EUH-7	PROCESS ROOM	700	5	6.4	480/3	MFR	MFR	EUH-A	QMARK	QWD	2,3,4
EUH-8	PROCESS ROOM	700	5	6.4	480/3	MFR	MFR	EUH-A	QMARK	QWD	2,3,4
EUH-9	CONTROL ROOM	700	3	4	480/3	MFR	MFR	EUH-A	QMARK	QWD	2,3,4

- NOTES:
- PROVIDE WALL OR CEILING BRACKET.
 - PROVIDE WITH UNIT MOUNTED THERMOSTAT.
 - SCHEDULED CAPACITIES REFLECT A PROJECT ELEVATION OF 8,043 FT.

SPLIT-SYSTEM SCHEDULE	
SYMBOL (INDOOR UNIT/OUTDOOR UNIT)	SS-1/HP-1
SERVICE	ELECTRICAL ROOM
TOTAL COOLING CAPACITY (MBH) AT AMBIENT 95 DB/75 WB AND INDOOR 80 DB/67 WB	34.4
SENSIBLE COOLING CAPACITY (MBH) AT AMBIENT 95 DB/75 WB AND INDOOR 80 DB/67 WB	22.1
TOTAL HEATING CAPACITY (MBH) AT AMBIENT 47 DB/43 WB AND INDOOR 70 DB/60 WB	36.0
REFRIGERANT	R-410A
INDOOR UNIT	
TYPE	WALL MOUNTED
COOLING EAT (DB/WB)	80/67
HEATING EAT (DB)	70
CFM (HIGH SETTING)	915
WEIGHT (LBS.)	38
OUTDOOR UNIT	
VOLTAGE/PHASE	208-230/1
MCA/MOCP (NOTE 7)	19.8/20
WEIGHT (LBS.)	133
SEER	15.9
EER	9.11
CONTROL TYPE	NOTE 6
BASIS OF DESIGN MANUFACTURER	DAIKIN
BASIS OF DESIGN MODEL INDOOR UNIT/OUTDOOR UNIT	FTX/RX
NOTES	1-5

- NOTES:
- DISCONNECT AND CONTROLLER/STARTER PROVIDED BY THE MANUFACTURER.
 - EXACT QUANTITY, SIZE, AND ROUTING OF REFRIGERANT LINES SHALL BE VALVING SHALL BE PROVIDED PER UNIT MANUFACTURER.
 - LOCATE HP ON CONCRETE PAD.
 - PROVIDE WITH WASHABLE FILTER.
 - PROVIDE HP WITH HAIL GUARDS.
 - PROVIDE WITH SEVEN DAYS A WEEK, 24/7 CONTROLLER THERMOSTAT WITH AUTOMATIC CHANGEOVER BETWEEN HEATING/COOLING.
 - SHALL BE SINGLE POINT ELECTRICAL CONNECTION. INDOOR UNIT IS POWERED FROM OUTDOOR UNIT.

ROOM NO.	ROOM NAME	AREA (SQ.FT.)	AVG. HT. (FT)	VOLUME (CU.FT)	CFM/SQ.FT	CFM REQUIRED	CFM SCHEDULED	NOTES
110	CHEMICAL STORAGE	700	11.0	7700	1.0	700	700	1
111	SODA ASH	250	11.0	2750	1.0	250	250	1
106	PROCESS ROOM	4450	14.0	62300	1.0	4450	4450	2

NOTES:

1. CALCULATION BASED ON IBC-2018 REQUIREMENT FOR CLASS H4 OCCUPANCY
2. VENTILATION PROVIDED FOR THERMAL COMFORT.

SYMBOL	SERVICE	AIRFLOW (CFM)	SIZE WxH (IN)	MOUNTING HEIGHT (FT)	MAX VELOCITY (FPM)	MIN. FREE AREA (SQ.FT.)	MAX. PRESSURE LOSS (IN.W.G.)	BASIS OF DESIGN MANUFACTURER	BASIS OF DESIGN MODEL	NOTES
L-1	CHEMICAL STORAGE	700	24x24	8	448	1.89	0.03	RUSKIN	ELF6375DX	1,2,3,4
L-2	SODA ASH	250	24x24	8	448	1.89	0.03	RUSKIN	ELF6375DX	1,2,3,4
L-3	PROCESS ROOM	2,225	36x36	8	462	4.8	0.03	RUSKIN	ELF6375DX	1,2,3,4
L-4	PROCESS ROOM	2,225	36x36	8	462	4.8	0.03	RUSKIN	ELF6375DX	1,2,3,4

NOTES:

1. EXACT COLOR TO BE DETERMINED BY ARCHITECT.
2. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION.
3. PROVIDE WITH ALUMINUM INSECT SCREEN.
4. PROVIDE WITH PVDF COATING (KYNAR 500, HYLAR 5000 OR DURANAR).

SYMBOL	SERVICE	TYPE	AIRFLOW (CFM)	EXT. STATIC PRESSURE (IN. WC.)	IMPELLER SIZE (IN.)	RPM (NOTE 1)	DRIVE	SONES	ELECTRICAL					CONTROL TYPE (NOTE 3)	BASIS OF DESIGN		WEIGHT (LBS)	NOTES
									BHP (NOTE 2)	MHP (NOTE 2)	VOLTAGE/PHASE	DISCONNECT BY	CONTROLLER/STARTER BY/TYPE		MODEL	MANUFACTURER		
EF-1	CHEMICAL STORAGE	ROOF MOUNTED CENTRIFUGAL UPBLAST	700	0.75	13.5	1,820	DIRECT	20	0.385	0.4	208/1	MFR	MFR/NOTE 6	EF-B	ACRU-D VF	COOK	44	4,5
EF-2	SODA ASH	ROOF MOUNTED CENTRIFUGAL UPBLAST	250	0.75	10	2,032	DIRECT	14	0.155	0.2	208/1	MFR	MFR/NOTE 6	EF-B	ACRU-D VF	COOK	34	4,5
EF-3	PROCESS ROOM	ROOF MOUNTED CENTRIFUGAL UPBLAST	4,450	0.75	18	1,387	DIRECT	21	1.24	1.5	208/3	MFR	MFR/NOTE 6	EF-B	ACRU-D VF	COOK	108	4,5

NOTES:

1. FAN RPM SHALL NOT EXCEED 110% OF SCHEDULED VALUE.
2. NO EQUIPMENT SHALL BE SELECTED ABOVE 90% OF MOTOR NAME PLATE RATING.
3. REFER TO 03M702 FOR DESCRIPTION OF CONTROL TYPE.
4. PROVIDE WITH MANUFACTURER PROVIDED MOTORIZED DAMPER. MOTORIZED DAMPER SHALL HAVE A MAXIMUM LEAKAGE RATE OF 3 CFM/ SQ. FT. WITH A DIFFERENTIAL PRESSURE OF 1 INCH WATER GAGE ACROSS THE DAMPER.
5. PROVIDE WITH 30 IN. TALL INSULATED CURB.

SYMBOL	MATERIAL	TYPE	MARGIN (NOTE 1)	INLET SIZE (INCHES)	FACE SIZE (INCHES)	FINISH	MANUFACTURER	MODEL	NOTES
EG-1	ALUMINUM	DUCT MOUNTED	SEE PLANS	SEE PLANS	INLET +2"	MILL	TITUS	350RL	2

NOTES:

1. CONTRACTOR SHALL DETERMINE PROPER MARGIN STYLE TO MATCH CEILING CONSTRUCTION
2. PROVIDE WITH OPPOSED BLADE DAMPER.

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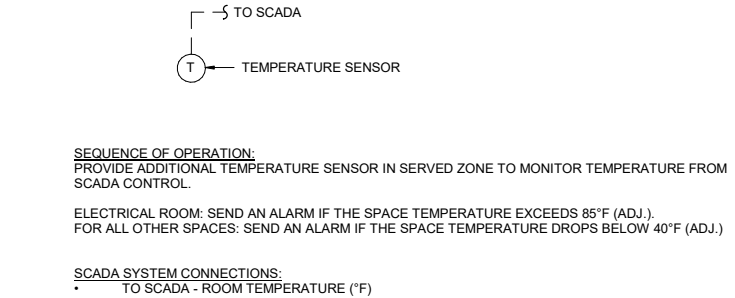
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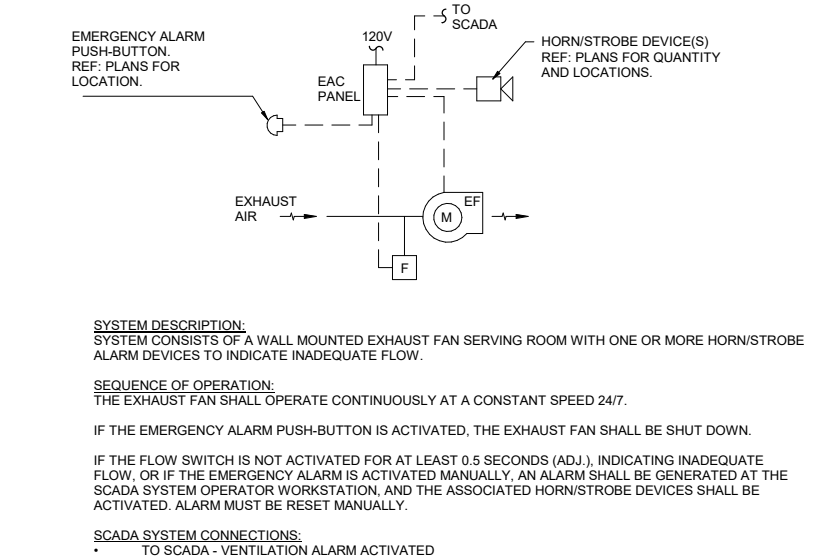
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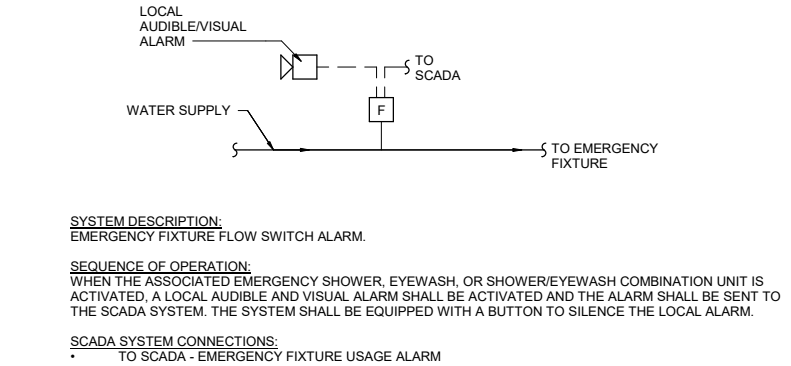
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EXHAUST FAN CONTROL SEQUENCE - EF-A

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3

EMERGENCY FIXTURE CONTROL SEQUENCE

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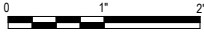
PROJECT MANAGER	J. LIMKE
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ARCHITECTURAL	R. MCKINLEY
PROCESS	S. SCHUMACHER
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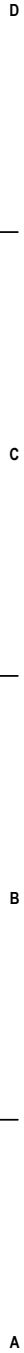
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MEMBRANE TREATMENT BUILDING
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PLUMBING MATERIAL LIST

CATALOG NUMBERS SHALL NOT BE CONSIDERED COMPLETE. THESE ARE GIVEN AS AN AID TO THE CONTRACTOR AND TO INDICATE THE QUALITY DESIRED. CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE DESCRIPTION OF MATERIAL ON THESE PLANS AND IN THE SPECIFICATIONS BEFORE ORDERING. THE MATERIAL DESCRIPTION TAKES PRECEDENCE OVER THE CATALOG. THE FIRST MANUFACTURER LISTED IS THE ACCEPTABLE. CONTRACTOR SHALL VERIFY THAT FIXTURES SUPPLIED ARE APPROVED WITH ALL APPLICABLE STATE, LOCAL, GOVERNING AUTHORITIES AND THE 2021 INTERNATIONAL PLUMBING CODE.

TAG NAME	DESCRIPTION	MANUFACTURER AND MODEL
BFP-1	REDUCED PRESSURE BACK FLOW PREVENTER - LEAD FREE BRONZE CONSTRUCTION, SIZE SAME AS PIPE, NON-CORROSIVE INTERNAL PARTS, STAINLESS STEEL SPRINGS, DIFFERENTIAL PRESSURE RELIEF VALVE BETWEEN SPRING-LOADED CHECK VALVES, BALL STYLE SHUT-OFF VALVES ON INLET AND OUTLET OF UNIT, AIR GAP DRAIN FITTING, TEST PORTS WITH SHUT-OFF VALVES, RATED FOR 175 PSI AT 33°F TO 140°F, 15 PSI (MAXIMUM) PRESSURE DROP AT 10 FPS, FACTORY TESTED, ALL PARTS TO BE SERVICEABLE WITHOUT REMOVING UNIT FROM LINE, APPROVED BY USC FCCC & HR, AWWA C511-92, ASSE 1013, IAPMO AND SBCCI LISTED. MOUNT AT 60" (MAXIMUM) ABOVE FINISHED FLOOR. ROUTE DRAIN PIPE FROM AIR GAP FITTING TO FLOOR DRAIN. PROVIDE BRONZE OR EPOXY COATED STRAINER UPSTREAM OF EACH UNIT AND ADDITIONAL VALVE UPSTREAM OF EACH STRAINER. FLOW PRESSURE DROP CURVES SHALL BE SUBMITTED.	WATTS (LF009), WILKINS, FEBCO, OR APPROVED EQUAL.
EMV-1	EMERGENCY MIXING VALVE - THERMOSTATIC MIXING VALVE PIPED ASSEMBLY FOR COMBINATION SHOWER/EYEWASH FIXTURE, SS CABINET, CHROME PLATED BRONZE BODY CONSTRUCTION, COLD WATER BYPASS, OUTLET THERMOMETER, INTEGRAL CHECKSTOPS, INLET AND OUTLET ISOLATION VALVES, CABINET MOUNTING BRACKET. DUAL THERMOSTATIC MIXING AND PRESSURE REGULATING VALVES TO DELIVER MINIMUM 25 GPM OF TEMPERED WATER (65-90°F) WITH 10 PSI PRESSURE DIFFERENTIAL. UNIT SHALL MEET ANSI Z358.1. SET TO 80°F. CABINET SHALL BE SURFACE MOUNTED 18 GAUGE STAINLESS STEEL WITH 16 GAUGE LOCKING DOOR TO ENCLOSE MIXING VALVE, ISOLATION VALVES, AND THERMOMETER.	BRADLEY (S19-2150) OR APPROVED EQUAL.
ESEW-1	EMERGENCY SHOWER AND EYE/FACEWASH - COMBINATION UNIT, FREESTANDING, FLOOR MOUNTED WITH BACK INLET, 316 SS SHOWER HEAD, PIPING, FITTINGS, STAY-OPEN BALL VALVE, AND PULL HANDLE. MINIMUM FLOW RATE OF DRENCH SHOWER SHALL BE 20 GPM AT 30PSI ACTIVATION TIME SHALL BE 1 SECOND OR LESS. PROVIDE WITH MV-1. 316 SS EYE/FACE WASH SPRAY HEADS, BOWL, AND COVER. MINIMUM FLOW RATE OF EYE/FACE WASH SHALL BE 3.0 GPM AT 30PSI ACTIVATION TIME SHALL BE 1 SECOND OR LESS. UNIVERSAL IDENTIFICATION SIGN, ANSI Z358.1-2004 COMPLIANT. EMERGENCY SIGNALING SYSTEM - AUDIBLE AND VISUAL ALARM SYSTEM WITH STAINLESS STEEL FLOW SWITCH FOR USE WITH EYE/FACE WASH UNITS. SYSTEM SHALL FEATURE AMBER FLASHING SIGNAL LIGHT, AUDIBLE ALARM WITH REMOTE SILENCE SWITCH, AND NEMA 4X ENCLOSURE. PROVIDE DRY CONTACTS FOR CONNECTION TO SCADA SYSTEM. MOUNT ALARM BEACON ABOVE EMERGENCY FIXTURE. COORDINATE FINAL LOCATION OF SILENCE SWITCH WITH USER. REFER TO 14M701 FOR EMERGENCY FIXTURE CONTROL SEQUENCE FOR ADDITIONAL INFORMATION. ELECTRICAL REQUIREMENTS: 115V-1 PHASE, MAX 70 WATTS.	ESEW - HAWS (8356WCC), BRADLEY, ACORN SAFETY, GUARDIAN, ENCON, OR APPROVED EQUAL. ALARM - BRADLEY (S19-314DCFW), HAWS, OR APPROVED EQUAL.
FCO	FLOOR CLEANOUT - ROUND, DURA-COATED CAST IRON, SIZE AS LISTED ON DRAWINGS, DOUBLE FLANGED HOUSING, HEAVY DUTY SECURED SCORIATED DURA-COATED CAST IRON COVER, LIFTING DEVICE, BRONZE CLEANOUT PLUG WITH GAS/WATER-TIGHT SEAL.	ZURN (Z1474), SMITH, WADE, JOSAM, WATTS, OR APPROVED EQUAL.
FD-1	CAST IRON TWO PIECE BODY WITH DOUBLE DRAINAGE FLANGE, WEEP HOLES, REVERSIBLE CLAMPING COLLAR, NICKEL BRONZE ADJUSTABLE STRAINER. DIMENSIONS OF TOP STRAINER: 2" OUTLET WITH A 5" STRAINER, 3" OR 4" OUTLET WITH 8" STRAINER, 6" OUTLET WITH A 10" STRAINER. PROVIDE WITH TG-1. INSTALL <u>TG-1</u> IN FD.	ZURN (Z1727), SMITH, WADE, JOSAM, WATTS, MIFAB, OR APPROVED EQUAL.
HB-1	HOSE BIBB - INDOOR WALL HYDRANT, BRASS CONSTRUCTION, CHROME FINISH, VACUUM BREAKER, 3/4" MALE HOSE THREAD, METAL WHEEL HANDLE. INSTALL IN ACCESSIBLE LOCATION, 18" AFF.	WOODFORD (24), CHICAGO FAUCET, ACORN, PRIER, T&S BRASS, MIFAB, OR APPROVED EQUAL.
TG-1	TRAP GUARD- SMOOTH, SOFT, FLEXIBLE, ELASTOMERIC PVC MATERIAL MOLDED INTO SHAPE OF DUCK'S BILL, OPEN ON TOP WITH CURL, CLOSURE AT BOTTOM. ALLOWS WASTEWATER TO OPEN AND ADEQUATELY DISCHARGE FLOOR DRAIN THROUGH ITS INTERIOR, CLOSES AND RETURNS TO ORIGINAL MOLDED SHAPE AFTER WASTEWATER DISCHARGE IS COMPLETE TO ELIMINATE WASTEWATER SMELLS FROM ENTERING THE SPACE. COMPLIANCE WITH ASME A112.6.3, NSF/ANSI 14, AND CSA B79. INSTALL IN <u>FD-1</u>.	ZURN (Z1727), SMITH, WADE, JOSAM, WATTS, MIFAB, OR APPROVED EQUAL.
WHA-1	WATER HAMMER ARRESTOR - HERMETICALLY SEALED BELLOWS TYPE, PRE-CHARGED, ALL STAINLESS STEEL CONSTRUCTION, ASSE 1010 APPROVED, PDI CERTIFIED. WHA-1 RATED FOR 1-11 FIXTURE UNITS.	ZURN (Z1700) OR APPROVED EQUAL.
YCO	YARD CLEANOUT - ROUND, DURA-COATED CAST IRON, SIZE AS LISTED ON DRAWINGS, DOUBLE FLANGED HOUSING, HEAVY DUTY SECURED SCORIATED DURA-COATED CAST IRON COVER, LIFTING DEVICE, BRONZE CLEANOUT PLUG WITH GAS/WATER-TIGHT SEAL.	ZURN (Z1474), SMITH, WADE, JOSAM, WATTS, OR APPROVED EQUAL.

ELECTRIC HOT WATER HEATER SCHEDULE

SYMBOL	SERVICE	MIN. WORKING PRESSURE (PSI)	STORAGE CAPACITY (GAL)	RECOVERY AT 100 DEGREE RISE (GPH)	ELECTRICAL (NOTE 3)					DRY WEIGHT (LBS.)	BASIS OF DESIGN MANUFACTURER	BASIS OF DESIGN MODEL	NOTES
					NUMBER OF SIMULANEOUS ELEMENTS	KW PER ELEMENT	VOLT-PHASE	DISCONNECT BY	CONTROLLER/STARTER BY				
EW-H-1	EMERGENCY EYEWASH/SHOWER	150	80	111	1	27.0	480/3	EC	MFR	279	A.O. SMITH	DRE-80-27	1,2

NOTES:

1. PROVIDE WITH HANDHOLE CLEANOUT.
2. SET WATER TEMPERATURE AT 140°F.
3. REFER TO THE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.

EXPANSION TANK SCHEDULE

SYMBOL	SERVICE	MIN. WORKING PRESSURE (PSI)	MIN. WORKING TEMP. (DEG. F.)	MIN. ACCEPTANCE VOLUME (GAL)	TANK VOLUME (GAL)	PRE-CHARGE PRESSURE (PSIG)	WEIGHT (LBS)	BASIS OF DESIGN MANUFACTURER	BASIS OF DESIGN MODEL	NOTES
ET-1	EWB-1/EWB-2	150	200	3	6	NOTE 2	26	AMTROL	ST-12C-DD	1

NOTES:

1. WELDED BLACK STEEL CONSTRUCTION, ASME STAMPED, GUARANTEED AIRTIGHT AND LEAKPROOF, STAINLESS STEEL SYSTEM CONNECTION, HEAVY DUTY BUTYL DIAPHRAGM AND RIGID POLYPROPYLENE LINER MECHANICALLY BONDED TO TANK TO PROVIDE A 100% NON-CORROSIVE WATER RESERVOIR, DIAPHRAGM AND LINER SHALL BE APPROVED FOR USE IN POTABLE WATER SYSTEMS, ALL WETTED SCHRADER AIR VALVE FOR FIELD CHARGING. COMPONENTS OF FDA APPROVED MATERIALS.
2. FACTORY PRE-CHARGED TO 55 PSIG. PLUMBING CONTRACTOR SHALL DETERMINE EXACT INCOMING WATER PRESSURE AND UPDATE PRE-CHARGE PRESSURE TO MATCH IN THE FIELD.

HOT WATER RECIRCULATION PUMP SCHEDULE

SYMBOL	SERVICE	FLOW RATE (GPM)	PUMP FT. HEAD AT DESIGN	RPM	ELECTRICAL (NOTE 3)				WEIGHT (LBS)	CONTROL TYPE	BASIS OF DESIGN MANUFACTURER	BASIS OF DESIGN MODEL	NOTES
					MHP	VOLT-PHASE	DISCONNECT BY	CONTROLLER/STARTER BY					
HWRP-1	ESEW-1/ESEW-2	2.0	2	3,300	0.167	115/1	EC	MFR	20	NOTE 2	BELL AND GOSSETT	PL-36	1

NOTES:

1. LEAD FREE BRONZE CONSTRUCTION, PERMANENTLY LUBRICATED SEALED BEARINGS, MECHANICAL SEAL, OIL LUBRICATED, OPEN DRIP-PROOF NON OVERLOADING MOTOR WITH THERMAL OVERLOAD PROTECTION, FLANGED CONNECTIONS, RATED FOR 125 PSIG AT 225°F, UL LISTED. PROVIDE WITH VIBRATION ISOLATION HANGERS PER PUMP MFR.
2. PROVIDE WITH AQUASTAT - LINE VOLTAGE, ADJUSTABLE SETTING OF 90-180°F WITH STRAP-ON REMOTE SENSOR BULB, UL LISTED. PROVIDE WITH TRANSFORMER IF REQUIRED. INSTALL PER MANUFACTURERS INSTRUCTIONS. SET FOR PUMP TO OPERATE WHEN REMOTE SENSOR BULB TEMPERATURE IS AT OR BELOW 130°F (ADJ.) AND RUN UNTIL IT REACHES 135°F (ADJ.). BASIS OF DESIGN MANUFACTURER SAME AS PUMP MANUFACTURER.
3. REFER TO THE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.

PLUMBING FIXTURE ROUGH-IN SCHEDULE

FIXTURE DESCRIPTION	DOMESTIC CW (NOTE 1)	DOMESTIC HW (NOTE 1)	TEPID WATER	SANITARY (NOTE 1)	VENT (NOTE 1)
EMERGENCY SHOWER/EYEWASH	1"	1"	1"	-	-
FLOOR DRAIN	-	-	-	NOTE 2	NOTE 2
HOSE BIBB	3/4"	-	-	-	-

NOTES:

1. SIZES SHOWN ARE MINIMUMS. SIZES SHOWN ON THE DRAWING THAT ARE LARGER THAN THE SIZES LISTED IN THE SCHEDULE SHALL DICTATE THE ROUGH-IN SIZE.
2. REFER TO PLANS FOR EXACT SIZE.



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TOWN OF MINTURN
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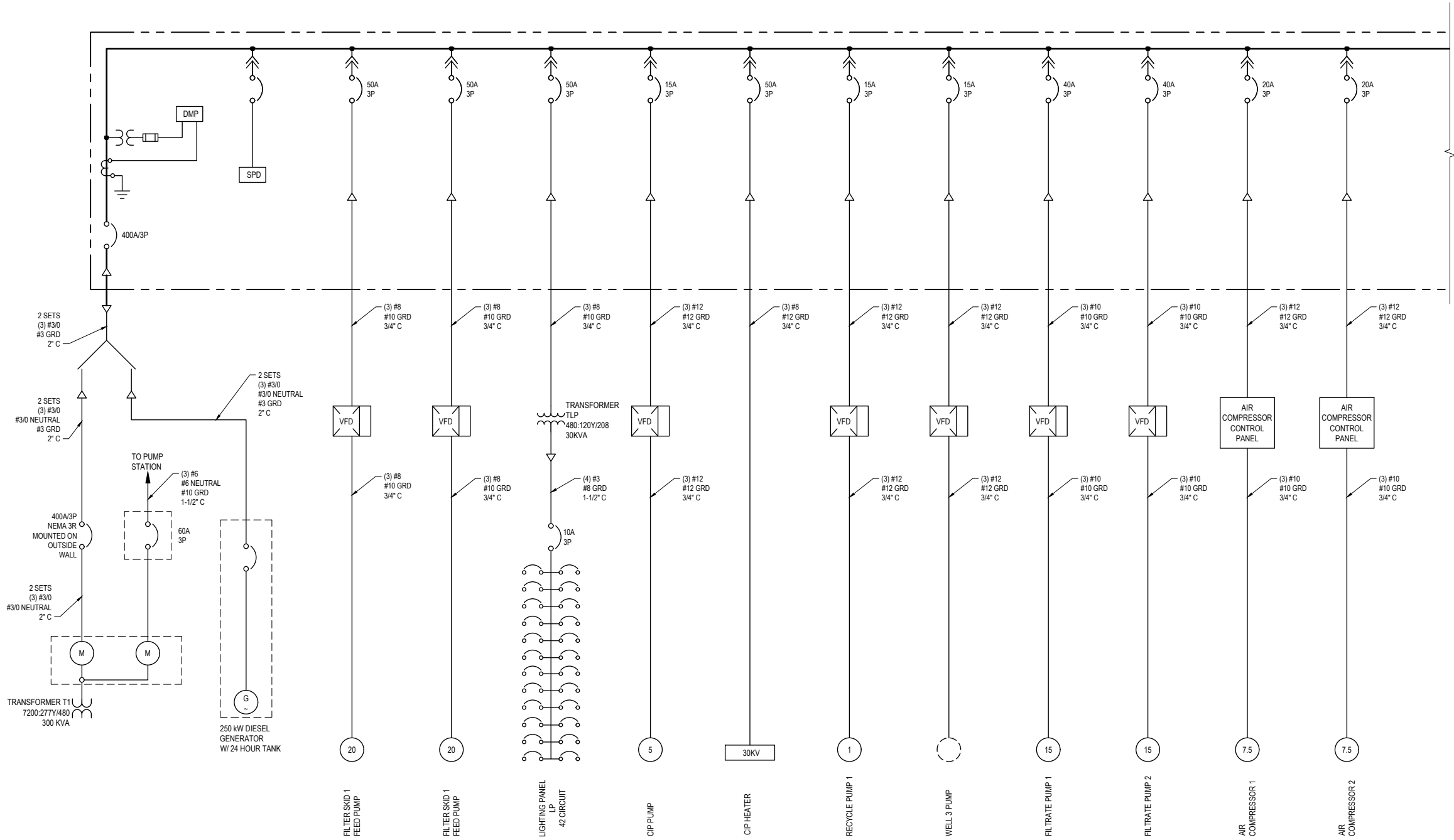
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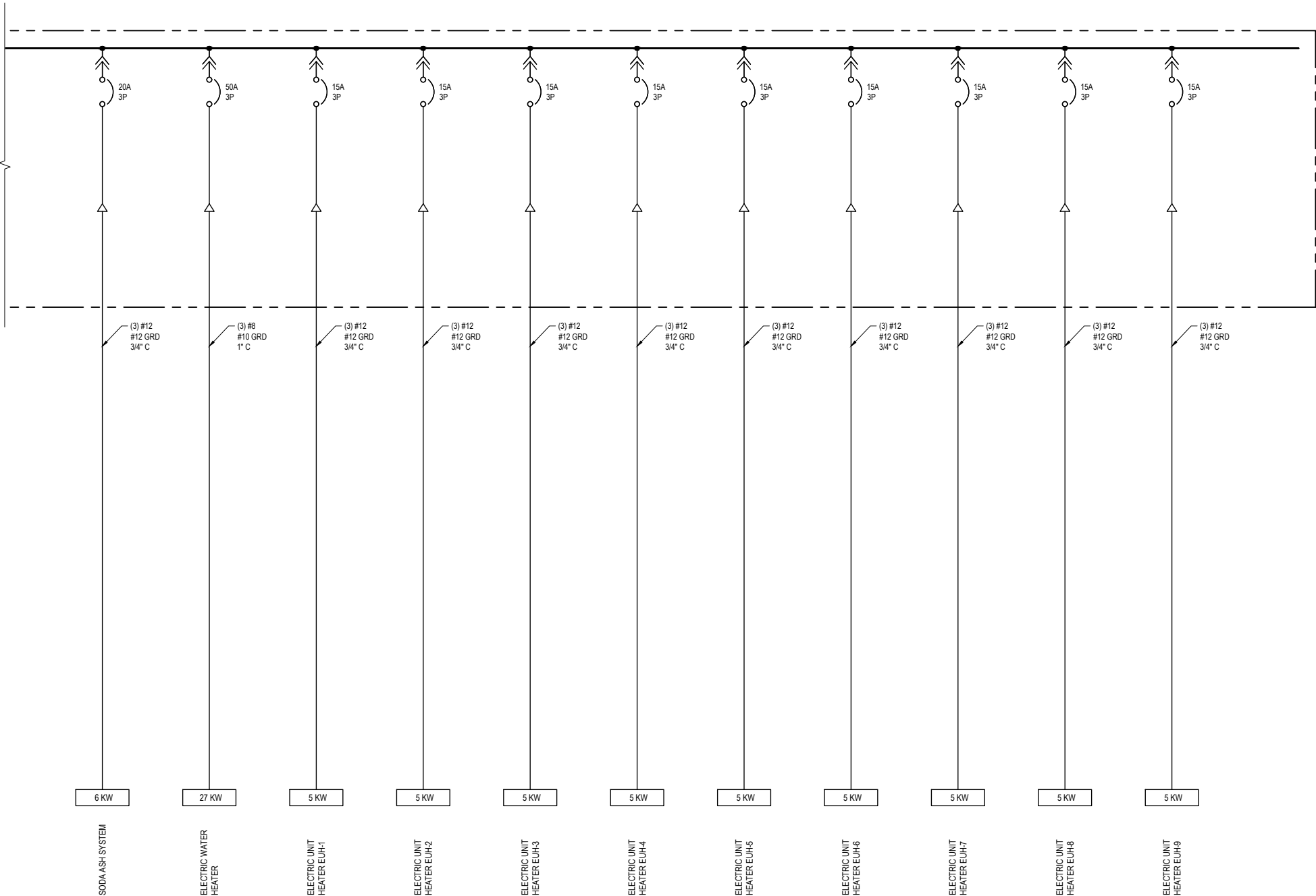
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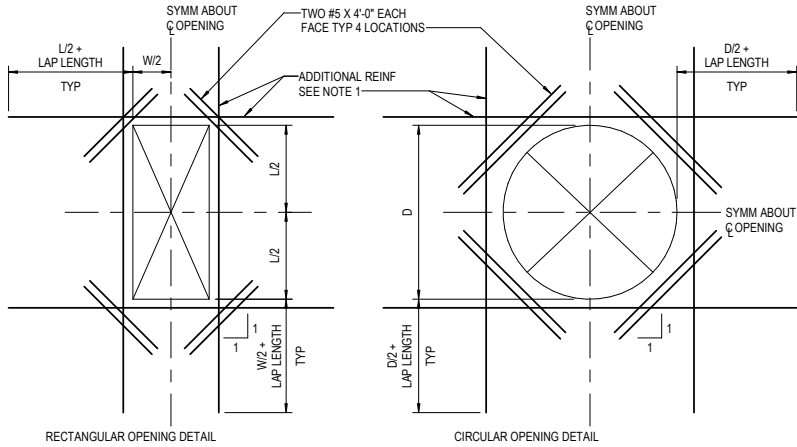
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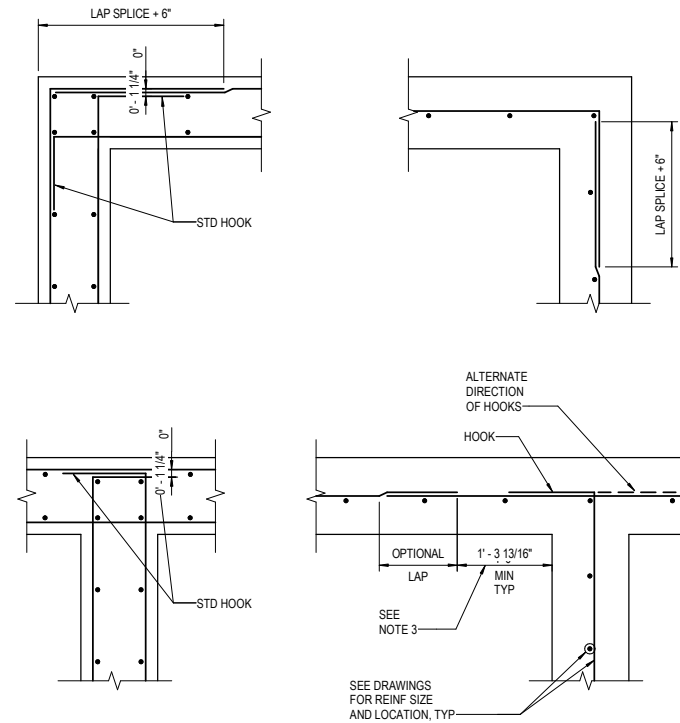
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Section 11, ItemB.



1 EXTRA REINFORCING AROUND OPENINGS

12" = 1'-0"

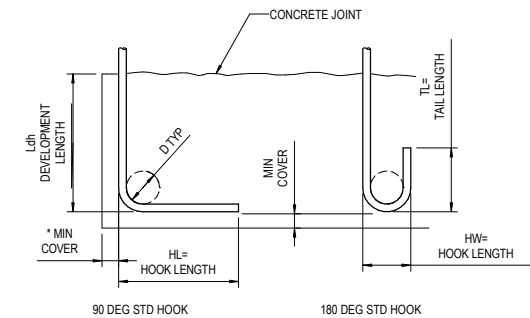


- NOTES:
- ALL HOOKS SHALL BE STD 90 DEGREE HOOKS.
 - SEE DRAWINGS FOR ADDITIONAL HORIZONTAL BARS. STAGGER BETWEEN TYPICAL REINF SPACING, EXTEND TO 1/5 OF DISTANCE TO NEAREST ADJACENT WALL IN EACH DIRECTION, UNO.
 - OPTIONAL LAP LOCATION. APPLIES TO BOTH DOUBLE AND SINGLE LAYER CONDITIONS TYP.

4 WALL REINFORCEMENT AT CORNERS AND INTERSECTIONS

3/4" = 1'-0"

- NOTES:
- PROVIDE ADDITIONAL REINFORCING THE SAME SIZE AS DISCONTINUOUS REINFORCEMENT AT OPENING. QUANTITY OF REINFORCING IN EACH DIRECTION SHALL BE EQUAL TO OR ONE GREATER THAN THE NUMBER OF DISCONTINUOUS BARS. PLACE 1/2 OF ADDITIONAL REINFORCING BARS EACH SIDE OF OPENING, PLACE ADDITIONAL REINFORCEMENT AT 3" OC (TYPICAL BOTH DIRECTIONS AND ALL LAYERS OF REINFORCEMENT). START FIRST BAR 2" CLEAR TO OPENING.
 - EXTEND ADDITIONAL REINFORCING BEYOND EDGE OF OPENING AS SHOWN ABOVE. ADDITIONAL BARS MAY TERMINATE AT THE END OF THE WALL WITH A STANDARD HOOK WHERE THE LENGTH OF THE WALL WILL NOT PERMIT BARS TO EXTEND AS SHOWN ABOVE.
 - TYPICAL WALL OR SLAB REINFORCING NOT SHOWN FOR CLARITY. TERMINATE TYPICAL REINFORCING 2" CLEAR TO OPENING.
 - OPENINGS 12" OR LESS IN SLABS AND WALLS, NO EXTRA REBARS ARE REQUIRED UNLESS SHOWN OTHERWISE. TYPICAL REINFORCING SHALL BE RESPACED (NOT CUT) TO ALLOW FOR OPENINGS TO BE MADE.
 - UNLESS SHOWN OTHERWISE ON DRAWINGS, PROVIDE EXTRA REINFORCING AROUND OPENINGS AS SHOWN AND INDICATED ABOVE.
 - PROVIDE ADDITIONAL DOWELS PER NOTE 1 ABOVE FOR ALL OPENINGS NEAR THE FLOOR SLAB, BASE SLAB, OR CORNERS.

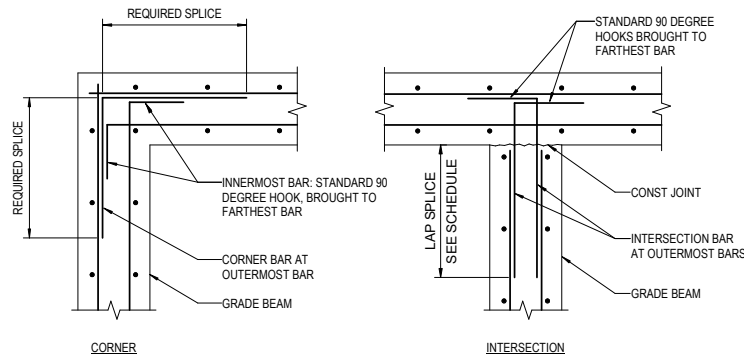


BAR SIZE	HL	HW	TL	D	f _c =4.0 OR 4.5 KSI	
					Ldh	
#3	6"	3"	3"	2 1/4"	6"	
#4	8"	4"	4 1/2"	3"	7"	
#5	10"	5"	5"	3 3/4"	9"	
#6	1'-0"	6"	6"	4 1/2"	10"	
#7	1'-2"	7"	7"	5 1/4"	12"	
#8	1'-4"	8"	8"	6"	14"	
#9	1'-7"	11 3/4"	10 1/2"	9 1/2"	15"	
#10	1'-10"	1'-1 1/4"	11 1/2"	10 3/4"	17"	
#11	2'-0"	1'-2 3/4"	1'-1"	12"	19"	

* COMPLYING WITH MINIMUM COVER REQUIREMENTS OF ACI 318, 12.5.3. OTHERWISE Ldh MUST BE RE-CALCULATED.

5 REINFORCING HOOK SCHEDULE

12" = 1'-0"



- NOTE:
- CORNER BARS AND INTERSECTION BARS TO BE SAME SIZE AND SPACING AS HORIZONTAL BARS.

2 CONCRETE BEAM REINFORCING

3/4" = 1'-0"

LAP SPICE AND EMBEDMENT LENGTHS		
f _c = 4.0 ksi f _y = 60 ksi		
BAR	BARS SPACED GREATER THAN 4"	BARS SPACED LESS THAN OR EQUAL TO 4"
#3	14"	20"
#4	19"	32"
#5	29"	46"
#6	39"	62"
#7	55"	87"
#8	69"	107"
#9	76"	116"
#10	97"	140"
#11	120"	146"

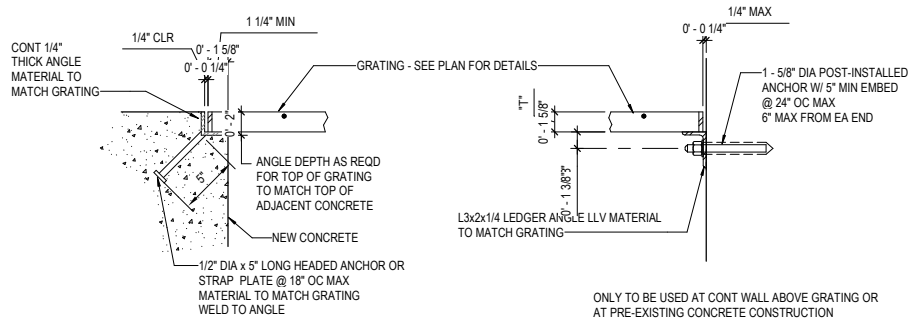
- NOTES:
- PROVIDE MINIMUM LAP SPICE LENGTHS AND EMBEDMENTS PER TABLE UNLESS NOTED OTHERWISE. EMBEDMENT LENGTH EQUALS THE LAP SPICE LENGTH UNLESS OTHERWISE NOTED.
 - BAR SPACING AT LAP SPICE IS THE MINIMUM CLEAR DISTANCE BETWEEN LAPPED BARS PLUS ONE BAR DIAMETER.
 - ALL SPICES TO BE CONTACT SPICES AND WIRED TOGETHER UNLESS OTHERWISE APPROVED BY THE ENGINEER.

6 CONCRETE REINFORCING LAP AND EMBEDMENT SCHEDULE

12" = 1'-0"

7 NOT USED

NOT TO SCALE



- NOTES:
- GRATING SIZE PER CONTRACT DOCUMENTS.
 - ALL ENDS AND OPENINGS SHALL BE Banded, SEE SPECIFICATION.
 - ATTACH GRATING TO ALL SUPPORT ANGLES WITH BOLTED CLIPS, SPACED AT 2'-0" MAX CENTERS.
 - PROVIDE DISSIMILAR MATERIAL PROTECTION FOR ALUMINUM IN CONTACT WITH CONCRETE PER SPECIFICATION.

8 GRATING AND SUPPORT

1 1/2" = 1'-0"

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6/22/2024 7:35:10 AM



08/2024 30% ISSUED FOR REVIEW
ISSUE DATE DESCRIPTION

PROJECT MANAGER JAROD C. LIMKE
PROJECT ENGINEER M. LARSON
STRUCTURAL J. CORONADO
ARCHITECTURAL R. MCKINLEY
PROCESS S. SCHUMACHER
MECHANICAL K. CHAUDHARI
I & C C. OPPEGARD
DRAWN BY R. NELSON
PROJECT NUMBER 10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT

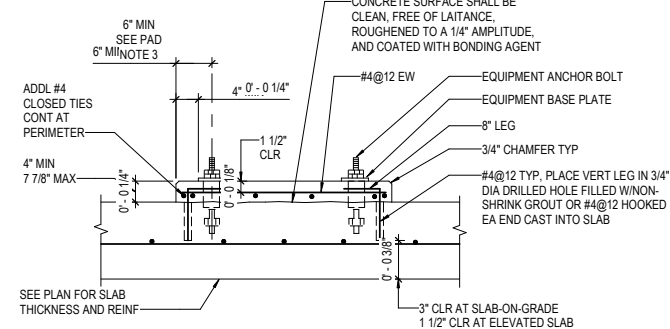
GENERAL DETAILS
STRUCTURAL DETAILS 2



FILENAME 10348601_05S-MEMBRANE
TREATMENT.rvt
SCALE As indicated

SHEET
90S- 300

Section 11, ItemB.

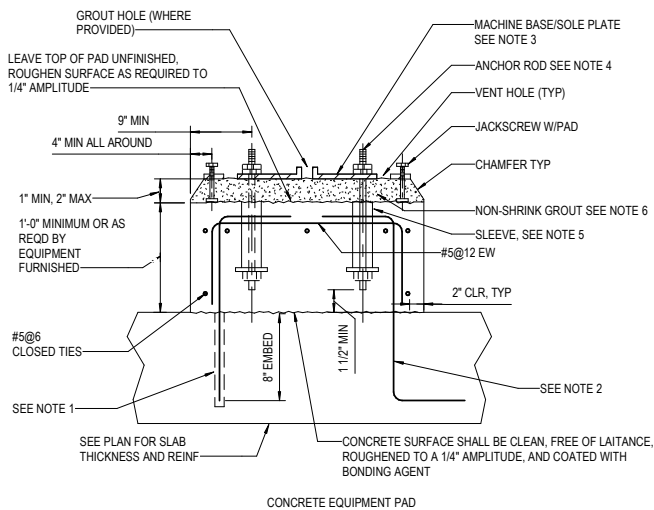


- NOTES:
1. PROVIDE ABOVE PAD UNDER ALL ELECTRICAL AND MECHANICAL EQUIPMENT SUPPORTED ON STRUCTURAL SLABS. ALSO PROVIDE FOR EQUIPMENT WEIGHING LESS THAN 5000 POUNDS WHICH ARE SUPPORTED ON GRADE, OR WHERE SPECIFICALLY NOTED ON PLANS PER DETAIL X THIS SHEET. FOR PAD HEIGHT GREATER THAN 8", SEE DETAIL X THIS SHEET.
 2. PAD THICKNESS SHALL BE A MINIMUM OF 4". CONTRACTOR SHALL VERIFY THE PAD DIMENSIONS.
 3. PROVIDE EMBEDDED CHANNELS FOR ANCHORING ELECTRICAL EQUIPMENT WHERE REQUIRED.

PAD NOTES:

1. EQUIPMENT PAD DETAILS ON THIS SHEET APPLY FOR SUPPORT OF ALL EQUIPMENT UNLESS INDICATED OTHERWISE ON THE DRAWINGS.
2. BEFORE EQUIPMENT SUPPORT PADS ARE CAST, THE PAD SIZES AND REINFORCING SHALL BE APPROVED BY THE ENGINEER AS BEING CAPABLE OF SUPPORTING EQUIPMENT TO BE PLACED THEREON. EQUIPMENT BASE DIMENSIONS SHALL BE THE LARGER OF AS DETERMINED BY THE EQUIPMENT MANUFACTURER OR AS INDICATED ON THE DRAWINGS. SUBMIT ALL EQUIPMENT DIMENSIONS AND LOADS TO ENGINEER.
3. 6" MINIMUM PAD EDGE DIMENSION TO EQUIPMENT ANCHOR BOLT APPLIES FOR ALL NON-ELECTRICAL EQUIPMENT SUPPORT PADS. AT ELECTRICAL EQUIPMENT, PROVIDE 1" FROM EDGE OF EQUIPMENT TO EDGE OF PAD.
4. THE SIZE, NUMBER, TYPE, LOCATION AND THREAD PROJECTION OF THE ANCHOR BOLTS SHALL BE AS DETERMINED BY THE EQUIPMENT MANUFACTURER AND SHALL BE AS APPROVED BY THE ENGINEER. ANCHOR BOLTS SHALL BE HELD IN POSITION WITH A TEMPLATE WHILE EQUIPMENT BASE IS BEING CAST, SEE DETAIL X00550X.
5. EQUIPMENT BASES SHALL BE INSTALLED LEVEL UNLESS SPECIFIED OTHERWISE, TOLERANCE IS 1/8" ACROSS PLAN DIAGONALS.

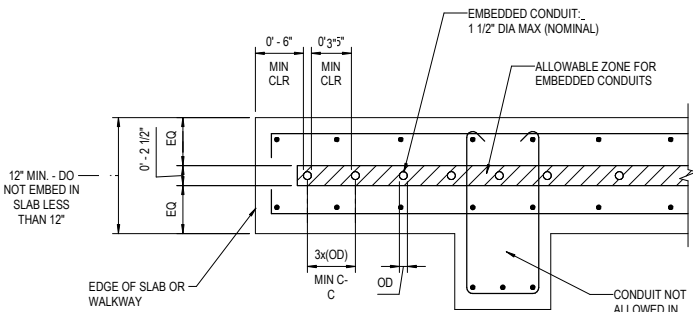
1 SHALLOW EQUIPMENT PAD
12" = 1'-0"



NOTES:

1. DRILL INTO SLAB TO INDICATED DEPTH AT 8" ON CENTER AROUND PERIMETER OF CONCRETE EQUIPMENT SUPPORT BASE AND SET #5 DOWEL HOOKED AS SHOWN USING ADHESIVE FOR CONCRETE ANCHORS. THICKNESS TO BE COORDINATED WITH EQUIPMENT SUPPLIER. THICKEN SLAB ON GRADE BELOW EQUIPMENT PAD AS REQUIRED TO MAINTAIN MINIMUM 3" COVER ON EQUIPMENT ANCHOR BOLTS.
2. FOR CONCRETE EQUIPMENT SUPPORT BASES ON NEW SLABS, PROVIDE #5 DOWELS HAVING TWO HOOKED ENDS AT 12" ON CENTER AROUND PERIMETER, MINIMUM.
3. MACHINE BASE/SOLE PLATE DIMENSION SHALL BE AS REQUIRED BY THE APPROVED SHOP DRAWINGS.
4. ANCHOR ROD AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER. RODS SHALL BE HELD IN POSITION WITH A TEMPLATE WHILE EQUIPMENT SUPPORT BASE IS BEING CAST IN PLACE. TAPE OR GREASE ALL PORTIONS OF THE ANCHOR ROD THAT EXTENDS ABOVE THE TOP OF CONCRETE TO THE TOP OF THE BASE PLATE SO THAT THE GROUT WILL NOT BOND TO THE ANCHOR ROD.
5. SLEEVES SHALL BE STEEL PIPES AS SHOWN IN POST TENSIONED ANCHOR ROD DETAIL.
6. GROUT VENT HOLES SHALL BE INSTALLED IN ALL EQUIPMENT BASE PLATES THAT ARE LARGER THAN 12" WIDE SO THAT GROUT IS ABLE TO COMPLETELY FILL IN UNDER THE ENTIRE BASE PLATE.
7. ONCE NON-SHRINK GROUT HAS REACHED DESIGN STRENGTH, BACK OFF JACK SCREWS AND POST TENSION ANCHORS TO REQUIRED TENSION LOAD SPECIFIED BY ANCHOR DESIGNER.
8. FOLLOWING CONSTRUCTION, CARE SHOULD BE TAKEN TO ENSURE THAT REQUIRED TENSION IS MAINTAINED WITHIN THE ANCHOR FOR FULL DURATION OF EQUIPMENT LIFESPAN. THIS SHALL INCLUDE ANNUAL TENSION CHECKS OF THE ANCHORS FOR THE FIRST 5 YEARS OF OPERATION, FOLLOWED BY TENSION CHECKS EVERY 3 YEARS.
9. FOR EQUIPMENT 50 HP AND BELOW, ANCHOR SLEEVES MAY BE OMITTED.
10. WHERE EQUIPMENT SKIDS ARE PROVIDED FOR EQUIPMENT MOUNTING, SKIDS SHALL BE FILLED WITH GROUT AFTER INSTALLATION, UNLESS NOTED OTHERWISE BY THE MANUFACTURER.
11. EQUIPMENT PAD SHOW APPLIES FOR ROTATING EQUIPMENT WHERE SPECIFICALLY REFERENCED ON THE DRAWINGS.

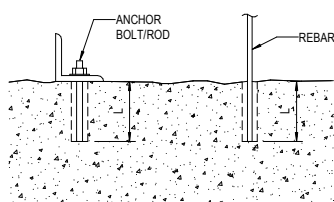
2 CONCRETE PAD FOR DYNAMIC EQUIPMENT
12" = 1'-0"



NOTES:

1. ALL CONDUITS SHALL BE SUPPORTED IN CHAIRS OR BOLSTERS.
2. CROSSING CONDUITS NOT ALLOWED.
3. EMBEDDED CONDUITS NOT ALLOWED IN WATER BEARING WALLS AND SLABS.
4. SUBMIT CONDUIT LAYOUT PER SPECIFICATION.

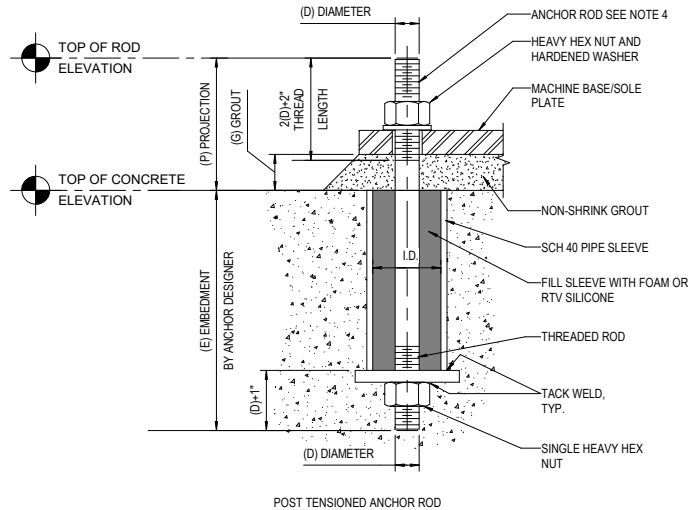
5 TYPICAL CONDUITS EMBEDDED IN SLAB
1" = 1'-0"



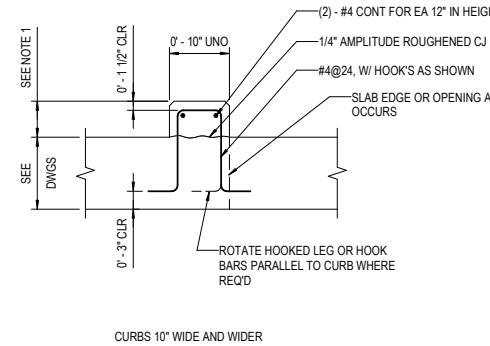
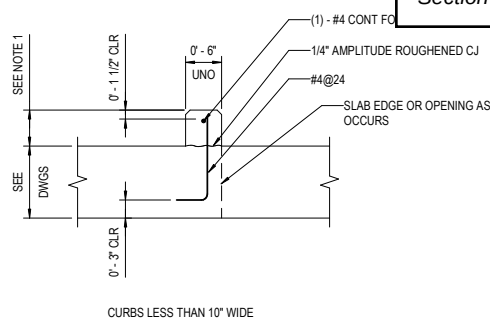
1. EPOXY SHALL BE PER SPECIFICATIONS.
2. EMBEDMENT LENGTHS SHOWN ARE MINIMUM. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION.
3. DO NOT USE ADHESIVE ANCHORS FOR UPWARDLY INCLINED APPLICATIONS.
4. EMBED LENGTHS SHOWN REFLECT CRACKED CONCRETE, SEISMIC LOADING CONDITIONS USING HIT-HY 200 ADHESIVE. FOR ADHESIVE WITH A LOWER BOND STRENGTH CONSULT ENGINEER FOR ALTERNATE EMBEDMENT.
5. FOR ANCHORS WITH 1.5L OF EDGE, CONSULT ENGINEER.

ADHESIVE ANCHOR SCHEDULE			
REINFORCING BARS		ANCHOR BOLTS/RODS	
BAR SIZE	EMBEDMENT LENGTH (L)	DIA (IN)	EMBEDMENT LENGTH (L)
#3	4"	3/8"	5"
#4	5"	1/2"	6"
#5	6"	5/8"	7"
#6	7"	3/4"	8"
#7	8"	7/8"	9"
#8	9"	1"	10"

6 ADHESIVE ANCHOR
1 1/2" = 1'-0"



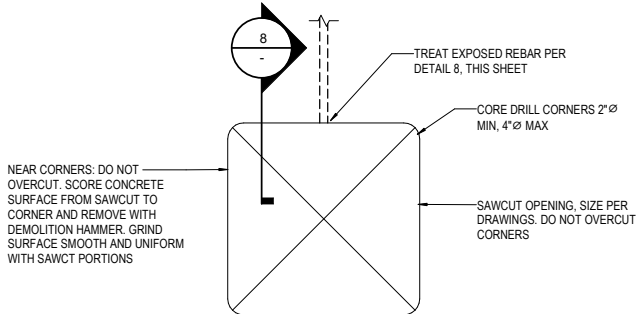
7 TYP SAWCUT OPENING IN EXISTING CONCRETE
1" = 1'-0"



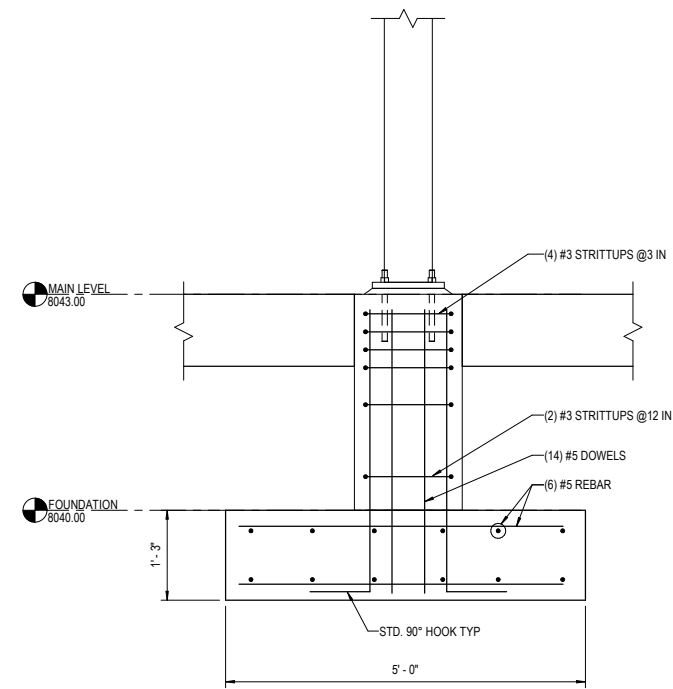
NOTES:

1. CURB SHALL BE 6" MINIMUM AT FLOORS AND 12" MINIMUM AT ROOFS UNLESS NOTED OTHERWISE IN THE DRAWINGS.
2. PLACE STRIP-TYPE WATERSTOP AT CJ WHERE CURB IS REQUIRED FOR CONTAINMENT.
3. COORDINATE ROOF CURB WIDTHS WITH HATCHES AND EQUIPMENT.

4 CONCRETE CURB
3/4" = 1'-0"



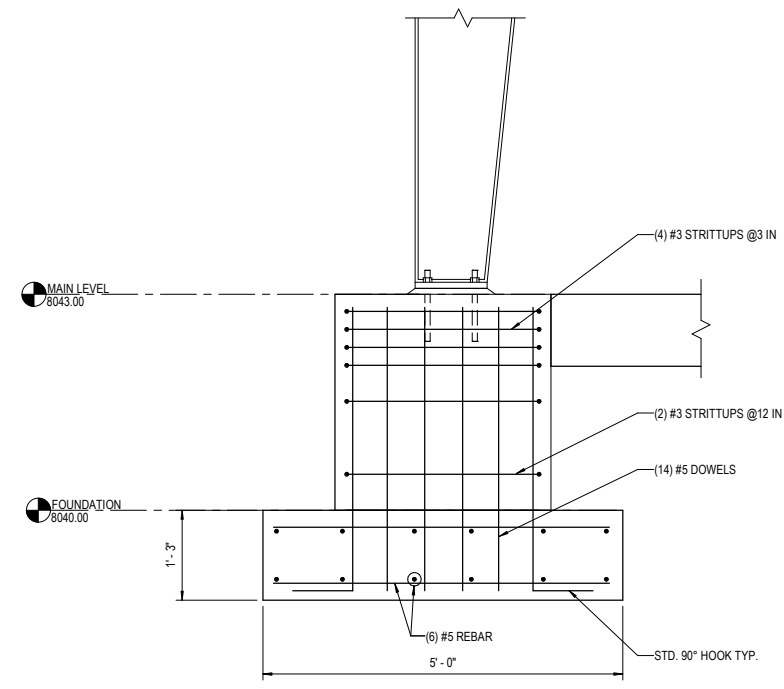
8 TYPICAL AT ALL SAWCUT WALLS AND EXPOSED REBAR
1/2" = 1'-0"



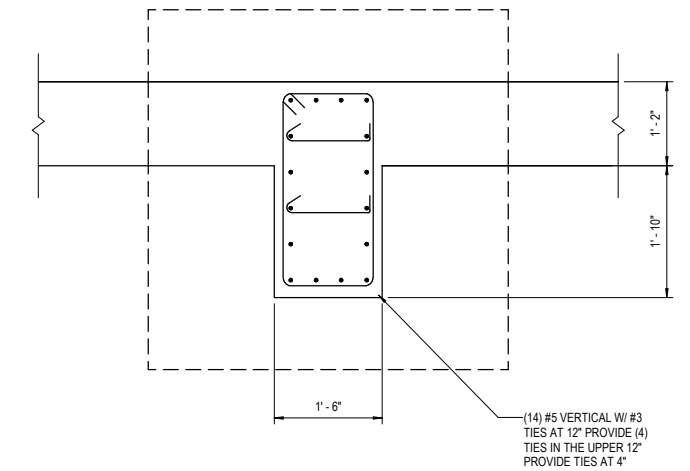
1
05S-101

TYPICAL PEDESTAL DETAIL

3/4" = 1'-0"



2 PEDESTAL AND GRADE BEAM
05S-101 3/4" = 1'-0"



3 PEDESAL REINFORCEMENT DETAIL
05S-101 3/4" = 1'-0"

[illegible]

PROJECT MANAGER	JAROD C. LIMKE
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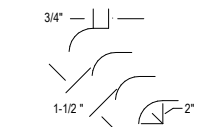
TOWN OF MINTURN
WATER TREATMENT
PLANT

MEMBRANE TREATMENT BUILDING STRUCTURAL DETAILS

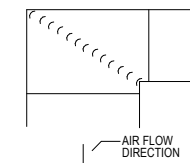


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SCALE	3/4" = 1'-0"

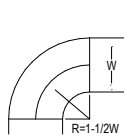
HEET
90S- 301



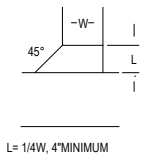
- NOTES:
1. CONSTRUCT VANE EDGES TO PROJECT TANGENTS PARALLEL TO DUCT SIDES.
 2. POSITION 1ST TURNING VANE IN CORNER OF ELBOW.



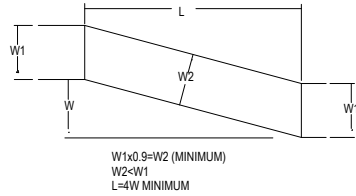
**RECT. ELBOW W/
TURNING VANES**



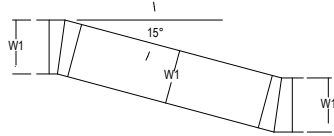
**RADIUS
ELBOW**



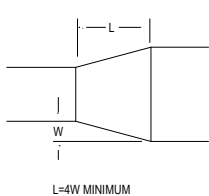
**RECTANGULAR TAP
45 DEGREE ENTRY**



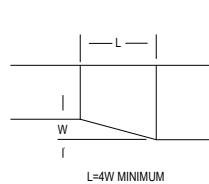
**OFFSET TYPE 1
(ANGLED)**



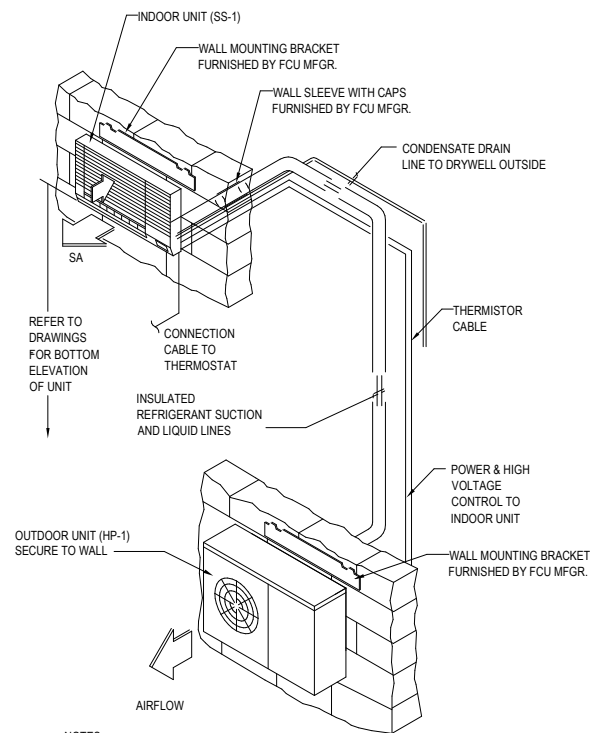
**OFFSET TYPE 2
(MITERED)**



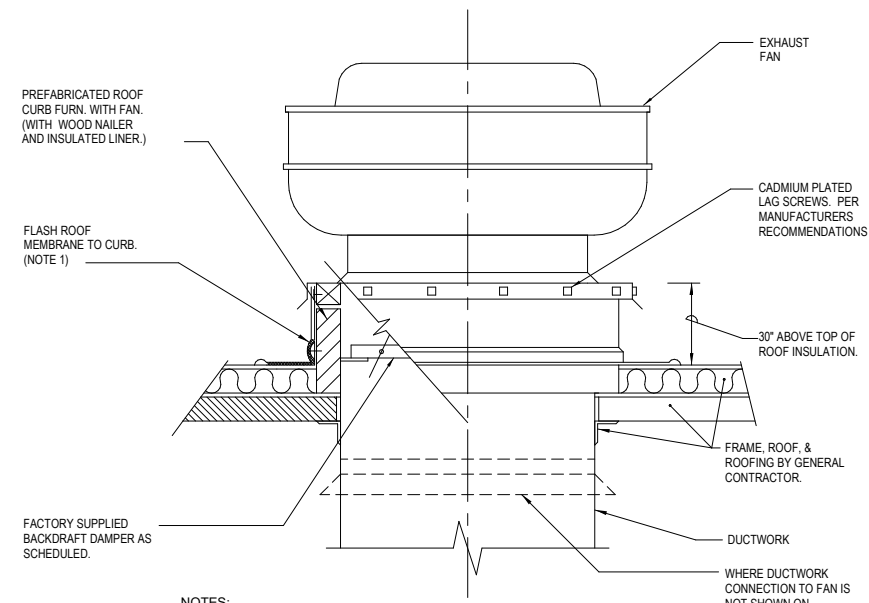
**CONCENTRIC
TRANSITION**



**ECCENTRIC
TRANSITION**



- NOTES:
1. INSTALL WALL UNIT AND CONDENSATE PUMP (IF SPECIFIED) PER MANUFACTURER'S RECOMMENDATIONS.

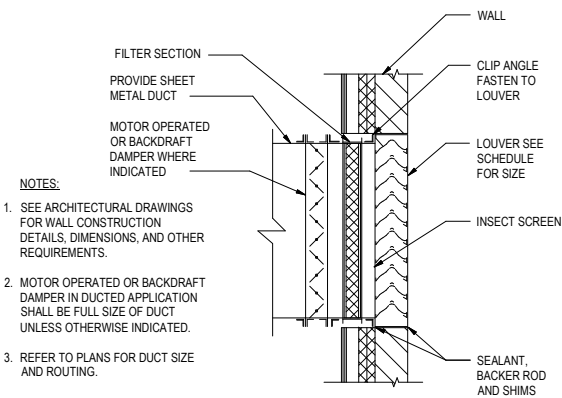


- NOTES:
1. ALL ROOF FLASHING SHALL BE PER ROOFING MANUFACTURERS RECOMMENDATIONS AND SHALL NOT VOID ANY EXISTING ROOFING WARRANTIES.

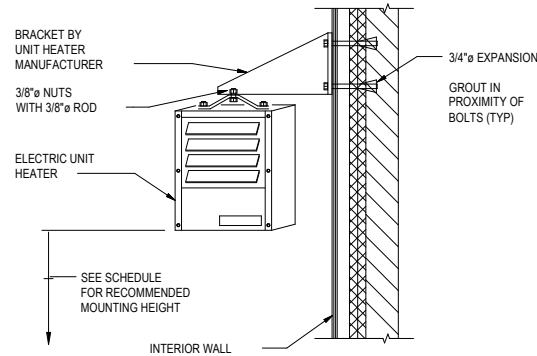
1 STANDARD DUCT CONSTRUCTION DETAILS
NTS

2 DUCTLESS SPLIT SYSTEM DETAIL
NTS

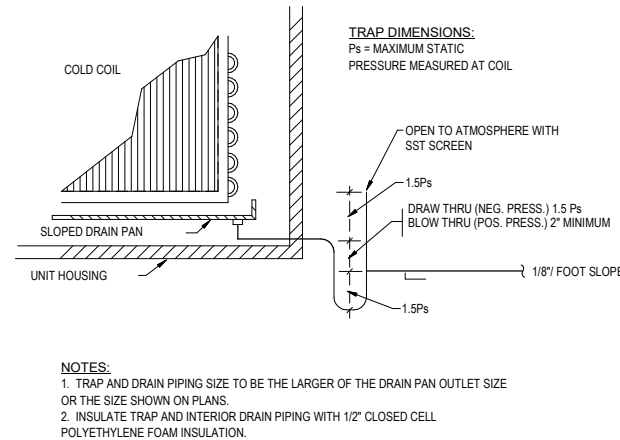
3 UPBLAST EXHAUST FAN DETAIL
NTS



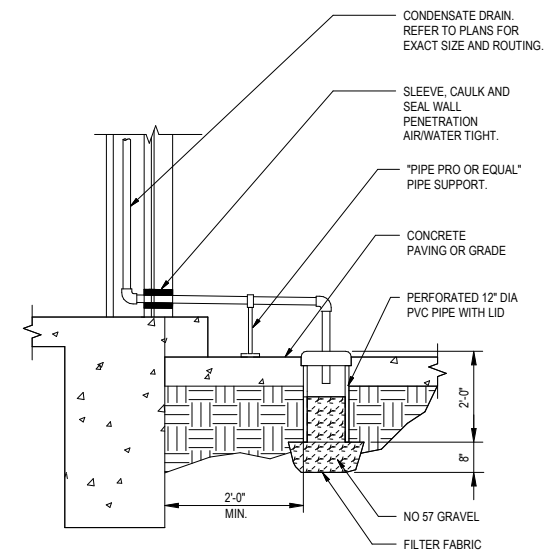
4 DUCTED LOUVER IN WALL DETAIL
NTS



5 ELECTRIC UNIT HEATER DETAIL
NTS



6 CONDENSATE DRAIN TRAP DETAIL
NTS



7 CONDENSATE DRYWELL DETAIL
NTS



ISSUE		
08/2024	30% ISSUED FOR REVIEW	

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DRAWN BY	Y. AL MILAIFY
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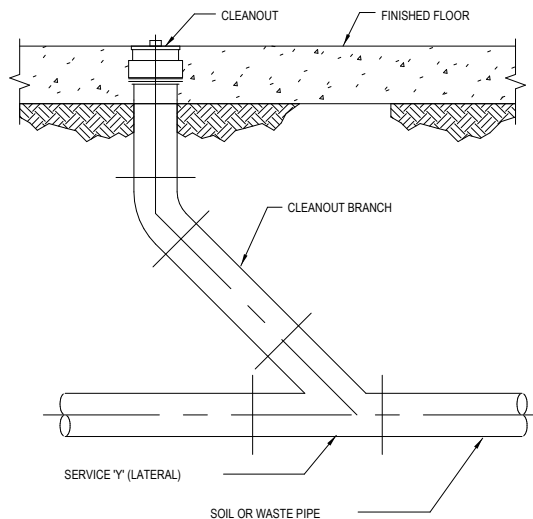
TOWN OF MINTURN
WATER TREATMENT
PLANT

GENERAL DETAILS
MECHANICAL DETAILS



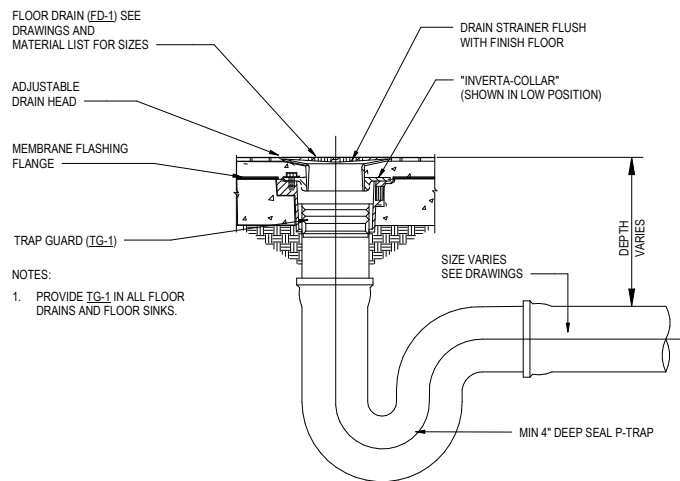
FILENAME 10348601_05MP - MEMBRANE TREATMENT.rvt
SCALE NTS

SHEET 302
90M



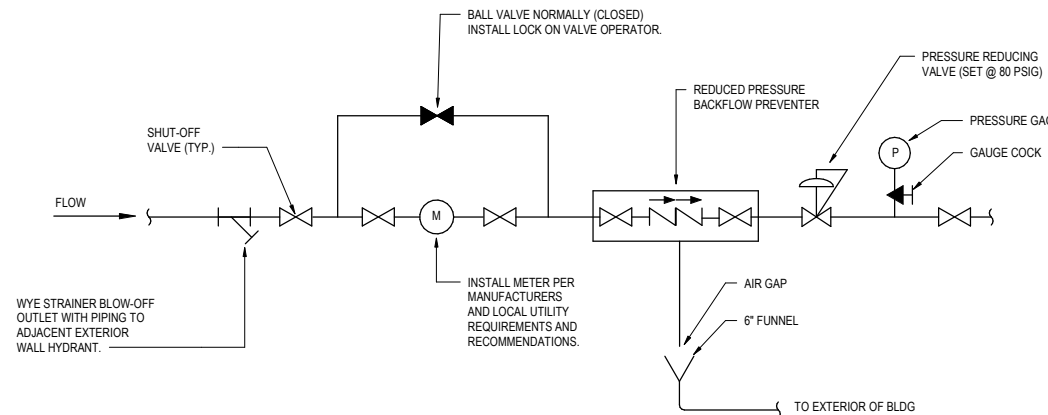
- NOTES:
1. PLUG END OF LINE WITH MECHANICAL PIPE PLUG.

1 FLOOR CLEANOUT INSTALLATION DETAIL
NTS



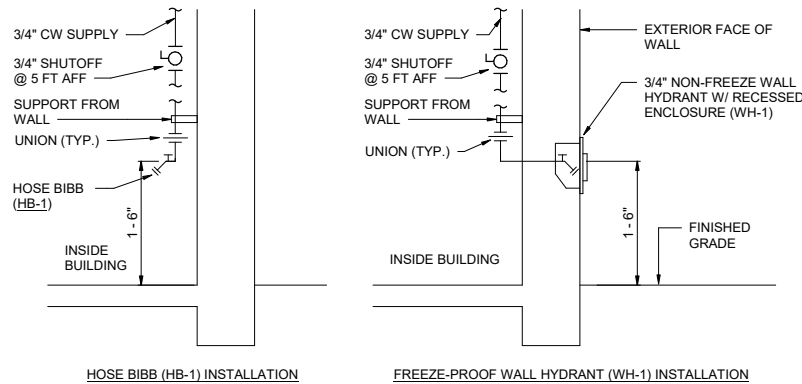
- NOTES:
1. PROVIDE TG-1 IN ALL FLOOR DRAINS AND FLOOR SINKS.

2 FLOOR DRAIN INSTALLATION DETAIL
NTS



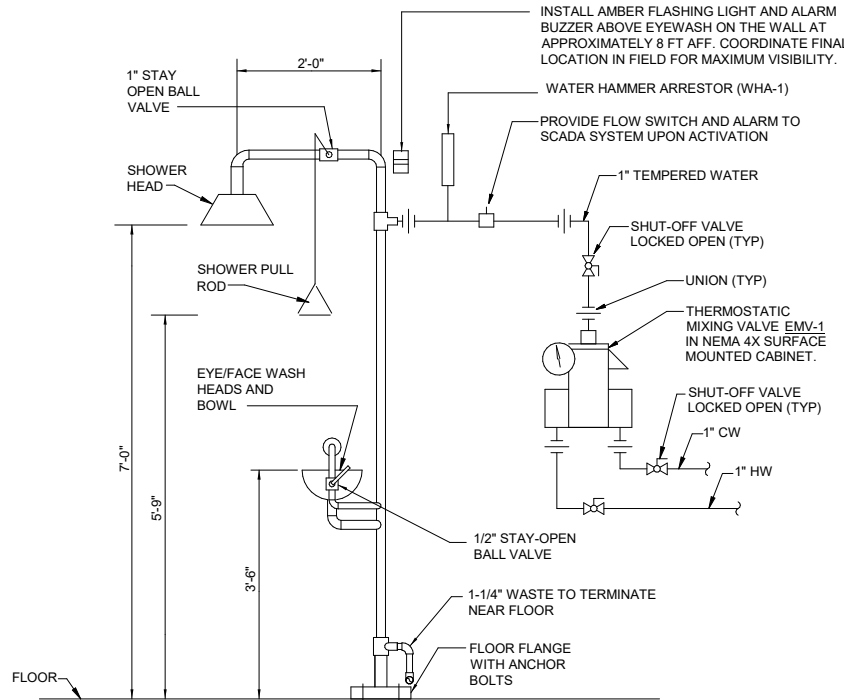
- NOTES:
1. BY-PASS AROUND METER SIZE SHALL BE ONE PIPE SIZE SMALLER THAN SERVICE SIZE.
 2. BY-PASS MUST BE INSTALLED TO ALLOW MIN. 18" CLEAR SPACING AROUND METER.
 3. COORDINATE WATER SERVICE TIE-IN POINT WITH LOCAL MUNICIPALITY TO ADJACENT FIRE RISER WITH FPC.

3 WATER SERVICE ENTRANCE DETAIL
NTS



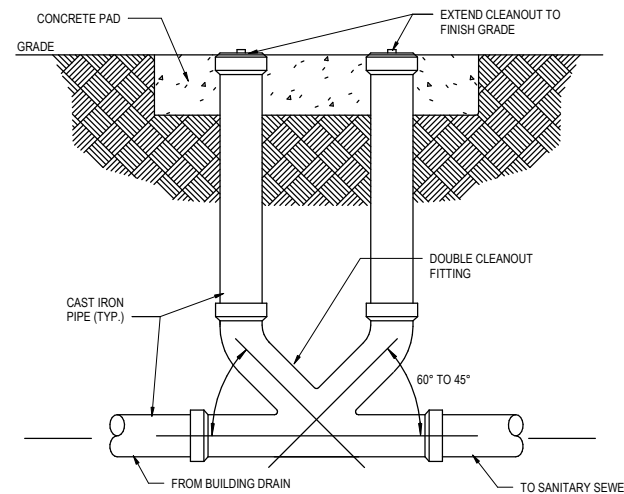
HOSE BIBB (HB-1) INSTALLATION
FREEZE-PROOF WALL HYDRANT (WH-1) INSTALLATION

4 HOSE BIBB AND WALL HYDRANT DETAIL
NTS



- NOTES:
1. THE WAY THE ESEW IS SHOWN IS GENERIC. REFER TO P-601 FOR DESCRIPTION OF ESEW.
 2. LOCATE FLOOR DRAIN TO THE SIDE OF THE EYEWASH STATION (OPPOSITE THE DOOR) AND WITHIN 18 INCHES OF EYEWASH STATIONS. DO NOT LOCATE FLOOR DRAIN UNDER SHOWER OR BOWL. PROVIDE STAINLESS STEEL UNISTRUT ANCHORED TO FLOOR SUPPORT EYEWASH DRAIN PIPE. (ALL HARDWARE AND ANCHORS SHALL BE STAINLESS STEEL).

5 EMERGENCY EYEWASH DETAIL
NTS



6 DOUBLE GRADE CLEANOUT DETAIL
12" = 1'-0"



08/2024 30% ISSUED FOR REVIEW

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DRAWN BY	C. O'PEGARD
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	10348601

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TOWN OF MINTURN
WATER TREATMENT
PLANT

GENERAL DETAILS
PLUMBING DETAILS I



FILENAME 10348601_05MP - MEMBRANE TREATMENT.rvt
SCALE 12" = 1'-0"

SHEET 90P- 303

MEMO

TO: Michelle Metteer, Manager

DATE: August 26, 2024

FROM: James Mann, Financial Analyst

RE: Water Treatment Plant Probable Cost – Probable Rate Impact Analysis

Based on the 30% design of the replacement water treatment plant cost estimates between \$12 million and \$14 million, the Town requested an evaluation of the impact of the project cost on the Town's water utility rate structure. After discussion with the Town's WTP Engineer, the \$14 million upper end of the project includes adequate contingency for the project, so the below analysis utilizes the upper end as the needed capital. The goal would be to get to a 90% design standard prior to issuing the debt, with the hopes of having a better final number to minimize the debt that would be issued.

In looking at the anticipated impacts, the following assumptions were used:

- Base Water Rates as established
- Volumetric Water Rate Tiers as established
- Implementation of a Senior Water Rate Structure that impacts 30 customers
- Adjustment of the Tap Fee to reflect cost of new plant – revised tap fee of \$15,383
- Anticipated Community Development of 426 additional taps broken out and absorbed as follows:
 - Minturn North - 30 taps already accounted for
 - Malloitt Park – 120 taps
 - 100 Block Redevelopment – 30 taps
 - Infill/Other – 246
 - Assume 30 Senior Rate Class accounts (frozen monthly fees)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Current SFEs	792.3	792.3	762.3	777.3	802.3	832.3	862.3	892.3	922.3	937.3	942.3
Minturn North	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Malloitt Park	120.0	0.0	0.0	10.0	20.0	20.0	20.0	20.0	10.0	0.0	0.0
100 Block	30.0		5.0	5.0	5.0	5.0	5.0	5.0			
Infill	246.0	0.0	0.0	0.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Less Senior Rates			(30.0)	(30.0)	(30.0)	(30.0)	(30.0)	(30.0)	(30.0)	(30.0)	(30.0)
Total SFEs	396.0	792.3	762.3	777.3	802.3	832.3	862.3	892.3	922.3	937.3	942.3

- Anticipated Borrowing Rate of 3.50%
- Total Borrowing, including remaining engineering, construction management, and issuance costs of \$13,590,000
- 30-year amortization schedule
- Assume fully amortized debt payment in 2025
- Debt Coverage at a minimum 1.20x to meet bond covenants.

Michelle Metteer, Manager
Tiered Rate Structure – Water Utility
August 26, 2024
Page 2

Based on the above assumptions, the rate estimate would require debt service fees to be set at a high of \$117.89/month (impact 2025) and declining thereafter based on the absorption of additional SFEs due to development. This represents a \$100.42 increase over the current debt service requirements to service the existing debt issued in 1997 and 2021. As noted above, it is assumed that in 2025 there would be a fully amortized debt payment that the Town may be able to work with CWRPDA on the defer principal through 2025 (increases principal payments thereafter).

An alternative would be to pay off the Town's existing non-CWRPDA debt early utilizing reserves, eliminating the covenant to maintain a 1.20x coverage, allowing the town to drop the coverage down to 1.10x. While the Town would be paying off the original USDA-RD loan (since refinanced), the impact would reduce the impact high in 2025 down to \$106.33/month, saving each SFE approximately \$139 in the first year. The overall savings per SFE over the 30-year amortization with the reduction in coverage requirement is approximately \$2,960.



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

970-827-5645
info@minturn.org

Updates from the prior version of this document are shown in red

Background

The Town is in the final stages of implementing a Settlement Agreement with the owners of the Battle Mountain property ("Battle Mountain"). The settlement would resolve litigation filed by the Town for breach of various agreements stemming from the annexation and proposed development of the Battle Mountain property. The Settlement Agreement is attached as **Exhibit 1**. Town staff and its legal team want to provide Council with a description of the implementation of the Settlement Agreement and the due diligence undertaken by the Town with respect to property to be conveyed to the Town.

The structure of the Settlement Agreement allows Battle Mountain to apply for various Town land use approvals and, if those approvals are granted, Battle Mountain will convey certain land to the Town. Over the last 10 months, the Council has held public meetings to consider the various land use approvals identified in the Settlement Agreement and granted associated approvals. These approval documents are being held by the Town Clerk in a sort of escrow pending completion of the due diligence period provided for in the Settlement Agreement (and extended through subsequent amendments). These approvals include:

- A. Adoption of various amendments to the Town Code that provide:
 - a. New residential and limited commercial zoning for the Battle Mountain property; residential development of the Battle Mountain property is capped at 250 units.
 - b. An exception that allows the Battle Mountain property to be served with potable water by a non-Minturn water supplier (Eagle River Water and Sanitation District).
 - c. A subdivision exemption process for land areas larger than 5 acres. Parcels created by the subdivision exemption process have no development right without going through a future Town subdivision or design review application process.
- B. Formation of up to 4 metropolitan districts which will finance infrastructure development, provide services for Battle Mountain property (e.g. private road maintenance and operation), and undertake ownership and coordination of environmental compliance for lands located within the superfund site.
- C. Adoption of a Development Agreement that grants Battle Mountain vested rights for a period of 30 years and guides the process for future land uses to occur.
- D. Disconnection from Minturn of the Rex Flats and Gilman areas.
- E. Exemption plat creating parcels within the Battle Mountain property (**Exhibit 2**). The exemption plat is in the process of being reviewed and approved subject to conditions recommended by staff in an administrative process.
- F. Dissolution of the General Improvement District that was created in 2008.

Upon "Closing" of the Settlement Agreement, the various approval documents will be recorded in the public records. This will result in the previous land use approvals as associated agreements (primarily adopted in 2008) being vacated and no longer binding on the parties. Also, as part of the Closing, the Town will receive deeds, easements, and options for the following parcels. **Council will see the re-appearance of a restriction to use the Town Parcels for**

a spa / wellness facility. Battle Mountain has explained this restriction is very important for the potential investment in such a facility as part of the Maloit Park development.

1. A deed conveying the Highlands parcels (Parcels 1 and 2) consisting of approximately 55 acres. The deed is subject to two restrictions: (a) the property cannot be used for a spa / Wellness facility, (b) the property cannot be used for industrial purposes which does not include municipal uses such as a public works facility. **Exhibit 3.**
2. A separate access easement granting two routes over the Old Tailing Pile parcel (Parcel 3) will also be conveyed to the Town. As council is aware, this parcel is subject to future remediation. To that end, the agreement calls for the parties to consult about the location of Rd. improvements on the old tailings pile. Battle mountain, however, does not have the right to approve those improvements. The improvements may be subject to relocation as part of the remediation of the property. This is far more likely to happen if access is obtained through the southern route (closer to the reservoir) than the northern route. **Exhibit 4.**
3. A deed conveying the Reservoir South parcel (Parcel 5) which is adjacent to the Bolts Lake Reservoir site and contains approximately 13 acres. The deed is subject to two restrictions: (a) the property cannot be used for a spa / Wellness facility, (b) the property cannot be used for industrial purposes which does not include municipal uses such as a public works facility. The deed also contains a reserved easement for utilities – but only within Tigiwon Road. **Exhibit 5.**
4. A deed conveying two small parcels between the Eagle River and Highway 24 (Parcels 6 and 8) containing approximately 3 acres. **Exhibit 6.**
5. A deed conveying the Recreation Center parcel (Parcel 11) to the town. The deed contains it limitation on use consistent with the settlement agreement for: Amusements, Community Facilities, Community-Oriented Building/Facility/Use, Day Care Center, Recreational Facility, Studio and Education Facilities for Arts and Crafts, and up to three Caretaker or employee housing Units. The deed conveys a restriction on the use of this parcel for a spa / Wellness facility but also includes clarifying language that the limitation does not apply to community facilities. **Exhibit 7.**
6. The conveyance of the Recreation Center parcel will not occur at closing. There remains environmental cleanup to be done on this property. The town does not want to take title and tell the environmental remediation is complete and the parcel has been delisted by the EPA. To that end, the parties will enter into a post-settlement agreement which will hold the deed conveying parcel 11 in escrow. **Exhibit 8.** This document is subject to some additional edits by Staff which will occur before Council. The deed will be released and recorded at the time that the EPA delisting occurs. The Post-Settlement Agreement obligates Battle Mountain to complete remediation and delisting from the superfund site, and removal of the RN (discussed below) prior to transfer.
7. An option agreement for the OTP (Parcel 3) and the Processing Parcel (Parcel 4). **Exhibit 9.** This document is subject to some additional edits by Staff which will occur before Council. This document has been drafted to give the town two separate options to acquire an interest in the old tailings pile and the processing parcel. Because the old tailings pile is part of the Superfund site and subject to various environmental restrictions, the possibility exists that the town might choose not to obtain fee title to the land even after remediation is completed. In that circumstance, the town would have an option to obtain an easement across the old tailings pile property for recreational purposes. Staff does not see this as a likely outcome where the town would only choose to obtain a recreational easement. However, the town wanted to retain that option if it were deemed prudent in the future from a liability standpoint.

The document also contains a grant of a purchase option for both the OTP and the processing parcel. These options can be exercised independent of each other. Both the easement option and the purchase option are for a period of 25 years. If remediation work has begun on the old tailings pile prior to the expiration of the 25 year period, the options will automatically be extended. While the purchase option is not specifically contingent upon remediation having occurred, it is anticipated this will be the circumstance under which the town would exercise its option. Consistent with the settlement agreement, the purchase option for both parcels contains the ability of battle mountain to reserve easements for the benefit of the bolts lake development. Those easements would not be identified until the option is exercised in the future. Therefore, it may be that by that time battle mountain has no easements to reserve. The document also contains provisions that allow the town to update its environmental due diligence at the time that it chooses to exercise its option.

8. An easement and option agreement for the Maloit Wetlands parcel (Parcel 12). **Exhibit 10**. This document is subject to some additional edits by Staff which will occur before Council. The easement allows for recreational uses of the property – particularly Nordic skiing. It also grants an option for the Town to purchase the Maloit Wetlands parcel once it has been remediated and delisted. The parcel is approximately 17 acres in size. The purchase price is \$1.
9. An easement for recreational use of the Consolidated Tailings Pile parcel (Parcel 10) and an option granting the right to lease the Consolidated Tailings Pile parcel for a solar array development. **Exhibit 11** This document is subject to some additional edits by Staff which will occur before Council. The easement grants the right to use the parcel as a solar array. The option to lease is specific to how solar purchase agreements require a lease with the landowner. The lease price is \$1
10. A restrictive covenant that covers the Restricted Parcels (OTP, Processing Parcel, CTP and Maloit Wetlands). **Exhibit 12** The covenant contains the following limitations:
 - Limitation on operating heavy equipment between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday and excluding public holidays.
 - requirement to obtain a Town approved mitigation plan for (i) noise and vibration; (ii) dust, smoke and airborne particulates; (iii) erosion and sedimentation into water bodies; (iv) wildlife; and (v) public roads (debris and damage).
 - no vertical improvements (excluding temporary job site buildings) may be constructed or placed on the Restricted Parcels without the Town's prior written consent.
 - the Restricted Parcels will not be used for: Concrete or asphalt batch plant, Material processing, Industrial purposes, Mining, Waste collection, processing or recycling, Vehicle repair or storage.

The restrictions must be implemented in a manner consistent with CERCLA and the intent of building Bolts Lake Reservoir and remediating the OTP. The restrictive covenants must be enforced by either the Town of Battle Mountain as the Declarant.

Environmental Due Diligence

Environmental Background

An environmental risk and liability discussion is necessary because the nine parcels listed above are located within or around Operable Unit 3 ("OU3") of the Eagle Mine Superfund Site ("Site"). The Site is an abandoned mining and milling facility located along the banks of the Eagle River near the Town. The Site is impacted by heavy metal contamination from past mining activities. Contaminants include arsenic, cadmium, copper, lead, and zinc in the soils, structures, surface water, sediments, and groundwater. The Site consists of three operable units, but only OU1 and OU3 are relevant to the discussion here.

OU1 was established to control the transport of toxic metals in surface water (Eagle River) and in groundwater. OU1 contains engineered features designed to capture and treat mine waste in surface water and groundwater. A former Site owner and operator, Paramount Communications, Inc., (“Paramount”) is the responsible party implementing the OU1 remedy.

The regulatory and environmental enforcement history of OU1 is complex. In broad strokes, the State became concerned about mining-related contamination at the Site in the 1980s and the predecessor agency to the Colorado Department of Public Health and Environment (“CDPHE”) was the lead agency at the Site in the 1980s. The State pursued prior owner and operator, Gulf + Western Industries, Inc. (Paramount’s predecessor) for natural resource damages, ultimately requiring Paramount to remove, redistribute, and cap certain mining tailings and other waste materials, and take action to control runoff of mine waste in surface and groundwater, as memorialized in a 1988 Consent Decree.

EPA had placed the Site on the National Priorities List in 1986, and became more involved over time as it became clear that the initial remedial actions were not sufficient to control and remediate mining waste in OU1. EPA sued Viacom International, Inc. (Paramount’s successor) in 1995, resulting in a 1996 Consent Decree whereby Viacom was required to perform additional remedial work. Ultimately, in 2018, EPA issued a unilateral administrative order to TCI Communications, LLC (Paramount & Viacom’s successor) to compel it to perform additional cleanup work, and filed suit in 2020 to enforce the administrative order; a Consent Decree settling that lawsuit was later entered and is currently in force. Performance of the remedy is ongoing. EPA and the State coordinate their respective activities at the Site, and a 2018 agreement between the agencies provides for meaningful State involvement even while EPA leads on enforcement and oversight.

OU3 was created out of OU1 due to the interest in developing the area into a residential community. It consists of 116 acres privately held by Battle North, LLC and Battle South, LLC (collectively, “Battle,” and some of the entities that comprise the “Battle Mountain” group), including the Site. The cleanup focus is on reducing exposure to heavy metals in surface soil to make the area safe for residential use. In 2017, EPA identified two cleanup goals for OU3: (1) Prevent exposure to contaminants in surface soils above levels that are acceptable for current and future land use, and (2) Avoid or minimize adverse impacts to the existing engineered remedial features (those in place to treat surface water and groundwater pursuant to OU1). Battle entered into an Administrative Settlement Agreement and Order on Consent (“ASAOC”) with EPA in 2018 after it purchased the OU3 property. The ASAOC designed to manage its liability risks and to guide development. The ASAOC requires land use restrictions to be placed on title to prevent human exposure to contaminants and protects the ongoing cleanup, but also allows EPA to lift restrictions to allow residential use, so long as EPA reviews and approves work plans related to future development to ensure that the additional cleanup is sufficiently protective of human health and the environment. The AOC provides liability protections to Battle so long as it complies with the terms of the agreement and is transferrable to a subsequent owner with EPA approval.

Summary of Current Environmental Conditions

The Town hired Langan Engineering & Environmental Services (“Langan”) to complete a Phase I Environmental Site Assessment (“Phase I ESA”) of the property. Langan produced a Draft Phase I ESA on March 12, 2024, attached here as **Exhibit 4**. That document concluded that there are no Recognized Environmental Conditions (“RECs”) at the Site, meaning that there is no “presence or likely presence of any hazardous substances or petroleum products in, on, or at a property.” Langan determined that Controlled Recognized Environmental Conditions (“CRECs”) do exist at the site, because legacy contamination is present that is controlled to the satisfaction of the regulatory agencies by environmental use restrictions (“EURs”) recorded on title and discussed in more detail below. Langan also concluded there are Business Environmental Risks (“BERs”), which are environmental conditions that can impact business,

including limiting planned uses and increasing costs. The BERs at the Site are the legacy contamination that requires ongoing remediation and use restrictions.

Institutional controls are in place on multiple parcels within the Property in the form of EURs. These include the following:

- **Rec Center Parcel** (parcel 11) and **Maloit Wetlands parcel** (parcel 12): both are part of the Maloit Park area and are currently subject to a use restriction prohibiting all potential uses. (RN# 201919763). Historically, the agencies have approved winter recreational hiking and Nordic skiing and associated Nordic trail grooming in the Maloit Wetlands parcel area when it is covered by snow and intend to modify the use restriction appropriately.
- **Old Tailings Pile Parcel** (parcel 3): currently subject to a use restriction prohibiting all potential uses. (RN# 202112199).
- **Consolidated Tailings Pile Parcel** (parcel 10): current use restrictions allow for only recreational use authorized by owner in consultation with CDPHE, with the exception of activities that may damage the engineered cover, which are prohibited unless authorized in a future agency decision document or an agency-approved MMP or environmental sampling plan; the current restrictions also allow for solar arrays placed on the cover in accordance with specific conditions, such as CDPHE approval and structures designed to prevent damage to the cover. (RN# 201919761).

After remediation of parcels that will be eventually conveyed to the Town (e.g. Old Tailings Pile), these EURs can be modified to allow for new uses of the property.

Potential Liability Risks & Sources of Increased Costs

Once it becomes the owner and/or operator at parcels located within OU3 of the Site, the Town will be subject to potential environmental liability for environment conditions that exist at the Site. These potential risks and liabilities are as follows:

- **CERCLA Liability**. The federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") imposes a broad liability scheme that subjects owners and operators of facilities where hazardous substances have been released into the environment to cleanup obligations and allows for cost recovery law suits by the government and private parties. Due to the involvement of EPA at the Site, and the fact that other liable parties have been identified and are engaged in ongoing remedial efforts, is unlikely (at this time and given current conditions) that EPA would require the Town to conduct further cleanup or sue the Town for cleanup costs. However, if conditions at the Site change, particularly if the Town were responsible for releases of contaminants, did not comply with agency directions or orders, or caused contamination to worsen in any way, that assessment could change.
- **Other Regulatory Liability**. While the State does not affirmatively require cleanup of most sites where disposal occurred prior to 1980, Colorado law prohibits the discharge or reuse of contaminated soil or groundwater encountered during soil disturbing activities (such as utility trenching for installation or maintenance, demolition of foundations, or any other subsurface excavation) without prior regulatory approval for reuse of soils and/or a dewatering permit that may require treatment prior to discharge of contaminated groundwater.¹ Otherwise, offsite

¹ See CDPHE Corrective Action Guidance Document, Appendix 2: Contained-out Determination Procedure for Environmental Media Contaminated with RCRA Hazardous Waste (May 2002), available electronically at:

disposal of both soil and groundwater at a facility authorized to accept contaminated environmental media will be required. These requirements impose additional costs and potential liability on the Town in the event of construction or other site management disturbs contaminated media.

- **Common Law/Third Party Liability.** If the Town's activities at the Site cause or exacerbate the migration of existing contamination onto other properties (e.g., through utility design that facilitates migration of groundwater contamination, or through improper disposal of contaminated media), the Town could face citizen suit or common law claims from other property owners requiring cleanup or reimbursement of cleanup costs or other damages, such as diminution of property value or personal injury and property damage.

Liability Management Recommendations & Status

Property rights to be acquired have been tailored to avoid "owner" and "operator" liability under CERCLA by limiting the scope of rights in contaminated parcels to easements for non-invasive recreational and open space uses until cleanup is complete. By carefully limiting the scope of rights (rather than immediately leasing or acquiring these parcels in fee title), the Town is less likely to be considered an owner or operator under CERCLA obligated to conduct cleanup or pay for the cleanup costs of others. In addition, the Town has identified and pursued the following additional strategies to mitigate environmental risk and costs.

- **Perform All Appropriate Inquiry to Establish BFPP Status.** CERCLA provides a defense to liability to purchasers of property that are not responsible for contamination on the property and perform "all appropriate inquiry" prior to purchase or lease and certain "continuing obligations" after that point.² This defense is known as the "Bona Fide Prospective Purchaser" or "BFPP" defense.³ All appropriate inquiry can be accomplished by performing a compliant Phase I ESA not more than 180 days prior to acquisition.⁴ *A final, compliant Phase I ESA has been completed and is currently being updated before the Town closes on the transfer of property interests.*
- **Transfer Liability Protections of the Battle AOC.** The AOC includes a covenant by the United States not to sue or take administrative action against Battle Mountain for existing contamination, work and future response costs, and contribution protection from third party claims against Battle Mountain with respect to existing contamination.⁵ The AOC contemplates that if Battle Mountain transfers the Property or any part thereof, it can transfer the rights, benefits, and obligations of the AOC subject to EPA's discretion (and that EPA will consult with CDPHE on such transfer).⁶ *EPA and the Town have completed negotiation of the required transfer document. The transfer of the rights, benefits, and obligations of the AOC effective upon the transfer of title to property so that the Town can succeed to the same protections from regulatory enforcement by EPA and third-party contribution lawsuits that Battle*

<https://oitco.hylandcloud.com/CDPHERMPop/docpop/docpop.aspx>. The "contained =-out" rules identify treatment procedures that allow soil and other media containing listed hazardous wastes to be managed as something other than a hazardous waste. State underground storage tank regulations, requiring reporting of petroleum constituents in soil, also govern this matter. See 7 C.C.R. 1101-14 (Storage Tank Regulations), § 4-2 (Suspected Release Investigation and Confirmation Steps). The Colorado Water Quality Control Commission regulates the permitting of construction dewatering discharges. It is forbidden to discharge water carrying any pollutant into state water from a point source without first having obtained a permit from the Water Quality Control Division, See 5 C.C.R. 1002-61 (Colorado Discharge Permit System Regulations), § 61.3(1) (Applicability).

² *Id.* at § 9601(35)(B).

³ *Id.* at § 9601(40).

⁴ The standards for "all appropriate inquiries" are set out in 40 C.F.R. pt. 312. See, specifically, 40 C.F.R. § 312.20.

⁵ *Id.* at XX & XIV.

⁶ *Id.* at § II.9.

*Mountain has with respect to the property interests acquired. A copy of the Transfer is attached as **Exhibit 5**.*

- **Obtain EPA/State Comfort Letters.** CERCLA “comfort letters” can also be used by EPA or state agencies to provide property owners with some assurances regarding their regulatory liability (or lack thereof) at a property. An EPA regional office or a state agency may issue a comfort letter that communicates key information about the property’s conditions, its cleanup status, and information that may assist a party with assessing its potential liability status, to try and help interested parties with making informed decisions regarding the purchase, lease, or redevelopment of the property.⁷ These letters also outline “continuing obligations” the agencies have identified to help property owners maintain BFPP defenses discussed above. *The Town has requested, and EPA and CDPHE have offered, Comfort Letters that explain site conditions, regulatory status, and set forth the continuing obligations the Town must satisfy to maintain its CERCLA protections and status as a BFPP. These letters give the Town assurances that the agencies do not intend to pursue cleanup or costs from the Town under federal or state authorities absent contributing or exacerbating contamination at the Site or improper land use or soil and groundwater management or disposal practices. EPA’s letter has been finalized and the CDPHE letter is still being finalized as of the date of this memorandum.*
- **Governmental Immunity Protections.** The Colorado Governmental Immunity Act (GIA) provides the Town, as a public entity, with certain protections against private party tort lawsuits. It provides that any “public entity”⁸ is immune from liability in “all claims for injury⁹ which lie in tort or could lie in tort.”¹⁰ Thus, the Town would be protected by the GIA if faced with tort claims arising out of environmental contamination, such as claims by property owners, individuals, or purchasers that are injured by onsite or migrating contamination. Claims barred by the GIA include third-party suits alleging harms to property related to negligence, nuisance, trespass or failure to disclose¹¹ that are related to environmental contamination.¹² In addition, the Town would be immune to claims to recover compensatory relief for bodily injury, and may be immune from tort claims arising out of diminution in property value (though no Colorado court has yet addressed this specific issue).¹³ *The protections of the*

⁷ See EPA, Memorandum re: 2019 Policy on Issuance of Superfund Comfort/Status Letters (Aug. 2, 2019), available at https://www.epa.gov/sites/default/files/2019-08/documents/comfort-status-ltr-2019-mem_0.pdf

⁸ “Public entity” is defined to be “the state, the judicial department of the state, any county, city and county, municipality, school district, special improvement district, and every other kind of district, agency, instrumentality or political subdivision thereof organized pursuant to law and any separate entity created by intergovernmental contract or cooperation only between or among the state, county, city and county, municipality, school district, special improvement district, and every other kind of district, agency, instrumentality, or political subdivision thereof.” Colo. Rev. Stat. § 24-10-103(5). Under this definition, Thornton is a “public entity” covered by the GIA.

⁹ “Injury” is defined as “death, injury to a person, damage to or loss of property, of whatsoever kind, which, if inflicted by a private person, would lie in tort or could lie in tort regardless of whether that may be the type of action or the form of relief chosen by a claimant.” Colo. Rev. Stat. § 24-10-103.

¹⁰ *Bd. of Cnty. Comm’rs of Summit Cnty. v. DeLozier*, 917 P.2d 714, 715-16 (Colo. 1996) (holding that a claim for promissory estoppel against government, which lies in contract law and not tort law, is not barred by the GIA when the claim could not be a tort claim for purposes of analysis); Colo. Rev. Stat. § 24-10-106(1).

¹¹ Failure to disclose claims can arise in tort or contract, depending on the context.

¹² *E.g., Lawrence v. Buena Vista Sanitation Dist.*, 989 P.2d 254 (Colo. App. 1999) (holding that claims against sanitation district for trespass, negligence, and negligence per se, related to migrating contamination, were barred by GIA); *Jilot*, 944 P.2d at 571 (nuisance and trespass claims related to migrating contamination from underground storage tanks lies in tort); *Aztec Minerals*, 940 P.2d at 1025 (claim alleging negligence on the part of the state for failure to inform plaintiff of risks associated with environmental contamination was barred by GIA).

¹³ *City of Colorado Springs v. Conners*, 993 P.2d 1167, 1173 (Colo. 2000) (recognizing that the GIA provides immunity from actions seeking compensatory damages for personal injuries in cases as diverse as: (1) a plaintiff seeking to recover compensatory money damages from the Department of Highways even though the Department had breached a duty under the Excavation Requirements Statute; (2) an action for replevin seeking return of a vehicle

Colorado GIA are automatic; the Town need not take any steps to obtain these protections.

- **Obtain Environmental Legal Liability Insurance.** Also often known as “pollution legal liability” insurance, PLL policies typically provide coverage (subject to site-specific exclusions) for cleanup costs, for third party claims as well as certain indemnification obligations. Environmental insurance is unlikely to provide coverage for costs of cleanup or management of contaminated media during cleanup and redevelopment, but typically will cover third party claims in similar circumstances. In instances where there is regulatory approval existing for contamination controls (like here), such coverage may include additional cleanup of newly discovered contamination or if the government re-opens a regulatory closed site and requires additional remedial action. *Battle Mountain has a PLL policy covering the Site. The Town is currently negotiating with Battle Mountain and the insurer so that the Town may become listed as an additional named insured on the Battle Mountain policy. If coverage is not available under the Battle Mountain policy, or is not sufficiently broad for the Town, the Town will continue to pursue coverage that would take effect at the time it takes title or leasehold interests to individual properties—i.e., when the risk of “owner” or “operator” liability exposure is more likely to arise. Because of the cost and variations in coverage available in the market over time, any purchase of such coverage would be subject to separate Town Council approval.*

While there may be expenses and regulatory processes associated with the management and use of property within the Site as a result of historical contamination, the liability protections discussed above are expected to substantially limit the likelihood that the Town will face material environmental liabilities or expenses associated with its planned acquisition of easements, leasehold interests, or fee title to properties within the Site.

Valuation Due Diligence

The Town commissioned an appraisal of the parcels that it will receive in fee or in which it will obtain easement rights. Jonathan Lengel is a licensed appraiser who specializes in complex valuations in and around Eagle County. A copy of his appraisal report **was previously provided**. A summary of the appraisal valuation is below. It is important to note two variables. First, the appraisal makes assumptions about the future uses of the parcels. The Code amendments zoned the parcels that the Town will receive in fee as “holding zone.” This means that before any land use can occur on these parcels, there will be a public process to determine how the land should be used. As such, the value associated with each parcel could change depending on the future zoning designation. Second, the valuations are in current dollars and contemplate a current conveyance to the Town. Some parcels with meaningful valuation will not be transferred to the Town until the Bolts Lake Reservoir is completed and environmental remediation undertaken. As such, the future value that the Town will obtain could be discounted to account for time.

Market Values

PARCEL NAME	PARCEL ID	ZONING	CONCEPTUAL USAGE	DATE OF VALUE	MARKET VALUE
Highlands 1	Parcel A	Holding District	Low Density Residential	January 15, 2024	\$6,700,000
Highlands 2	Parcel B	Holding District	Low Density Residential	January 15, 2024	\$9,800,000
Old Tailings Pile	Parcel C	Holding District	High Density Residential	September 1, 2028	\$26,000,000
Recreation Center	Parcel D	Holding District	Public arts/recreation Restricted Residential	January 15, 2024	\$796,000
Reservoir South	Parcel E	Holding District	Reservoir access for public	January 15, 2024	\$25,000
Highway Tract B	Parcel F	Holding District	Recreation	January 15, 2024	\$30,000
Highway Tract D	Parcel G	Holding District	Recreation	January 15, 2024	\$8,000
Consolidated Tailings Pile	Parcel H	Bolts OS/Rec. Dist.	Recreation/public utility	January 15, 2024	\$525,000
Soil Processing	Parcel I	Bolts OS/Rec. Dist.	Recreation/reservoir access for public	September 1, 2028	\$3,700,000
Maloit Wetlands	Parcel J	Bolts OS/Rec. Dist.	Recreation	January 15, 2024	\$30,000

The combined value of the parcels and property interests that the Town will eventually acquire is around \$47,600,000. This is a substantial value to the Town. The Settlement Agreement provides that the land obtained in the settlement also compensates the water enterprise fund. To that end, proceeds from the sale of a portion of the property can be used to assist with costs associated with a water treatment plant.

Legal Due Diligence

The Town will obtain title insurance for the parcels conveyed to it. The Town attorney has undertaken a review of the title commitment and is working with the title company to have any inapplicable exceptions removed. The Town is paying the costs of the title insurance policy. There are no water rights conveyed as part of this transaction.

Matters Required for Closing

Closing is scheduled to occur on September 9. At Closing documentation will be executed that terminates the pending litigation “with prejudice” meaning that the claims cannot be re-filed.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 48 – SERIES 2024**

**A RESOLUTION APPROVING A RESTRICTIVE
COVENANT, OPTION AGREEMENT(S) AND OTHER
CLOSING DOCUMENTS TO IMPLEMENT THE BATTLE
MOUNTAIN SETTLEMENT AGREEMENT**

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

WHEREAS, the Town and Battle North and/or Battle North’s affiliates Battle One Developer, LLLP, a Georgia limited liability limited partnership, Battle Two Developer, LLLP, a Georgia limited liability limited partnership, Battle South, LLC, a Georgia limited liability company, and Battle One A Developer, LLC, a Georgia limited liability company (collectively, such affiliates together with Battle North and their respective successors and assigns, “**Battle Entities**”) reached an agreement to resolve Litigation between the parties and, pursuant to Resolution 25 – Series 2023, Town Council approved and authorized execution of that certain Settlement Agreement having an effective date of September 6, 2023 (as amended, “**Settlement Agreement**”); and

WHEREAS, the conditions to implement the Settlement Agreement have been completed and fulfilled; and

WHEREAS, the Settlement Agreement provides that various document will be executed and recorded at a Closing, including, but not limited to, a restrictive covenant on the Restricted Parcels, an option agreement(s), deeds conveying the Town Parcels to the Town, and a Recreational Easement on the Consolidated Tailings Pile and Maloit Park Wetlands parcels (the “**Closing Documents**”); and

WHEREAS, the parties have negotiated the form of various Closing documents attached as **Exhibits** to the Staff Memorandum for review and approval by the Council.

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

1. The foregoing recitals are hereby incorporated as if set forth in full.
2. The Minturn Town Council hereby approves the form of the Closing Documents attached as **Exhibits** to the Staff Memorandum subject to such non-substantive changes as the Town Attorney may make and authorizes the Mayor or his designee to execute the same.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this __th day
of August, 2024.**

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 25 – SERIES 2023**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF
MINTURN TO SIGN A SETTLEMENT AGREEMENT BETWEEN THE
BATTLE MOUNTAIN ENTITIES AND THE TOWN OF MINTURN
CREATING A DUE DILIGENCE PERIOD AND A POTENTIAL PATH
TO RESOLVE PENDING LITIGATION.**

WHEREAS, in 2008, the Town approved annexation of the Battle Mountain Property for the development of a ski and golf resort-oriented project.

WHEREAS, in connection with the Annexation, Minturn and the Battle Mountain Entities entered into a number of agreements on February 27, 2008, including the Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement and a Water Service Agreement.

WHEREAS, on February 15, 2012, the Town Council approved Resolution No. 5-2012, and the Parties entered into an Agreement Regarding Escrows and Funding.

WHEREAS, on March 4, 2022, the Town commenced litigation against the Battle Mountain Entities in a case known as *Town of Minturn v. Battle One Developer, LLLP et al.*, Eagle County District Court Case No. 2022CV30050. In the Litigation, the Town alleges that Battle Mountain Entities have breached various agreements, and the Battle Mountain Entities have asserted counterclaims against the Town.

WHEREAS, following settlement discussions, Minturn and the Battle Mountain Entities reached an agreement aimed at resolving the Litigation, as more particularly described in and contingent on implementation of the matters and transactions described in the Settlement Agreement.

WHEREAS, the Settlement Agreement provides the Town with the opportunity to acquire land from Battle Mountain in exchange for releasing prior promises and agreements.

WHEREAS, the Settlement Agreement provides the Battle Mountain Entities with the opportunity to obtain land use approvals for up to 250 residential units and other development as more particularly described in the Settlement Agreement.

WHEREAS, the Settlement Agreement provides the parties with a six month period in which to conduct due diligence and for the Battle Mountain Entities to seek land use approvals in accordance with the Agreement.

WHEREAS, during the due diligence period either party may withdraw from the Settlement Agreement and return to litigating the case.

WHEREAS, the Settlement Agreement provides a potential path to resolve the Litigation and provide a path forward for the Battle Mountain Entities to undertake a reduced amount of development on their property.

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

1. The Minturn Town Council approves the Settlement Agreement attached as **Exhibit A** and authorizes the Mayor or his designee to sign on behalf of the Town of Minturn any and all documents required to reasonably ensure completion.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 6th
day of September, 2023.**

TOWN OF MINTURN

By: _____

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk



SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this 6th day of September, 2023 (“**Effective Date**”) by and among the following (individually, a “**Party**”; and, collectively, the “**Parties**”): Battle One Developer, LLLP, a Georgia limited liability limited partnership, Battle Two Developer, LLLP, a Georgia limited liability limited partnership, Battle North, LLC, a Georgia limited liability company, Battle South, LLC, a Georgia limited liability company, and Battle One A Developer, LLC, a Georgia limited liability company (collectively, together with their respective successors and assigns, “**Battle**”); and the Town Council for the Town of Minturn, Colorado (“**Town Council**”), the Town of Minturn Water and Sanitation Activities Enterprise, an enterprise fund established pursuant to C.R.S. §37-45.1-101 *et seq.* (the “**Enterprise**”), and the Town of Minturn, Colorado, a home rule municipal corporation (collectively with Town Council and the Enterprise, the “**Town**”).

RECITALS

This Agreement is made with respect to the following facts:

A. In 2004, certain predecessors of the Battle entities purchased approximately 4,340 acres of property in Eagle County, generally to the south of the then-existing boundaries of the Town (“**Original Property**”).

B. On March 15, 2006, the Parties entered into a Wastewater Service Agreement (“**Wastewater Agreement**”).

C. In 2008, the Town approved annexation of the Original Property (“**Annexation**”) for the development of a ski and golf resort-oriented project (“**Resort Project**”).

D. In connection with the Annexation, the Parties entered into a number of agreements on February 27, 2008, including the Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement (“**Annexation Agreement**”), and a Water Service Agreement (“**Water Service Agreement**”).

E. Together with related matters as approved by Town Council pursuant to Resolution No. 18-2008, the Town approved that certain Planned Unit Development Preliminary Plan and Battle Mountain PUD Guide (“**PUD Preliminary Plan**”) which established the uses, density and intensity of use, and other development parameters for the five character areas comprising the following three general areas of Original Property:

(1) the Willow Creek Character Area, the Rock Creek Character Area and the Holy Cross Character Area, collectively, comprising approximately 3,700 acres located east of Highway 24 (“**Mountaintop Property**”);

(2) the Gilman Character Area, comprising approximately 100 acres located west of Highway 24 in the southerly portion of the Original Property (“**Gilman Property**”); and

(3) as depicted in the Bolts Lake Concept Plan attached at **Exhibit A** (“**Concept Plan**”), the Bolts Lake Character Area, comprising approximately 540 acres located in the northerly portion of the Original Property surrounding the historic Bolts Lake location, principally west of Highway 24 (“**Bolts Lake Property**”).

F. In April 2008, the Parties entered into three escrow agreements (collectively, “**Escrow Agreements**”), pursuant to which Battle deposited a total of \$11.6 million into escrow based on specific provisions in the Annexation Agreement and/or the Water Service Agreement.

G. On February 15, 2012, the Town Council approved Resolution No. 5-2012, and the Parties entered into an Agreement Regarding Escrows and Funding (“**Funding Agreement**”).

H. In 2017, Town Council approved Ordinance No. 2-2017 approving the Development Agreement Implementing the Mountain Concept Alternative within the Mountaintop Area of the Battle Mountain Property (“**Mountaintop Development Agreement**”), which applied to the Mountaintop Property.

I. In 2020, Battle One Developer, LLLP sold the Mountaintop Property to a third party.

J. Pursuant to that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among Eagle River Water and Sanitation District, Upper Eagle Regional Water Authority (collectively, “**ERWSD**”) and Battle North, LLC (together with its successors and assigns, “**Battle North**”), dated as of February 9, 2021 (“**Reservoir Agreement**”), Battle North, conveyed to ERWSD fee title to certain parcels within the Bolts Lake Property and granted ERWSD certain temporary construction and perpetual easements (“**ERWSD Easements**”) within the Bolts Lake Property relating to the Reservoir Project (as defined in the Reservoir Agreement).

K. Battle North owns the Bolts Lake Property excluding the parcels previously conveyed to ERWSD pursuant to the Reservoir Agreement (“**Battle North Property**”), and portions of Battle North Property are subject to the ERWSD Easements.

L. Battle South, LLC (together with its successors and assigns, “**Battle South**”) owns the Gilman Property.

M. Except for Battle North and Battle South, no entity comprising Battle owns any real property comprising any portion of the Original Property.

N. On March 4, 2022, the Town commenced litigation against Battle in a case known as *Town of Minturn v. Battle One Developer, LLLP et al.*, Eagle County District Court Case No. 2022CV30050 (“**Litigation**”). In the Litigation, the Town alleges that Battle has breached the Annexation Agreement, the Water Service Agreement and the Funding Agreement, and Battle has asserted counterclaims against the Town.

O. Following settlement discussions, the Parties reached an agreement aimed at resolving the Litigation, which will, as more particularly described in and contingent on implementation of the matters and transactions described in this Agreement, *inter alia*:

(1) terminate and replace the Wastewater Agreement, the Annexation Agreement, the Water Service Agreement, the Escrow Agreements, and the Funding Agreement (collectively, and together with the Town resolutions and/or ordinances approving such instruments, “**Prior Agreements**”) and the PUD Preliminary Plan as to the Bolts Lake Property;

(2) cause disconnection of the Gilman Property from the Town to be legally effected;

(3) together with zoning consistent with such purposes, provide for conveyance to the Town of fee title to the Town Parcels (defined in Section 2(a)(i)) and imposition of Restrictions (defined in Section 2(a)(ii)) on the Restricted Parcels (defined in Section 2(a)(ii)) that are for the benefit of and enforceable by the Town;

(4) provide a public process in accordance with the Minturn Municipal Code (as amended, including pursuant to Section 2, the “**Code**”) for zoning and related land use entitlements to enable development of the Battle Retained Parcels (defined in Section 2(a)(iii)); and

(5) as contemplated pursuant to Section 8, entry of an order dismissing the Litigation with prejudice and effecting the Parties’ full and complete mutual waiver of all claims (“**Settlement**”).

P. If the Settlement is successfully implemented through a public process, the permissible level of development on the Battle North Property will be substantially reduced from what was contemplated in connection with the Resort Project and the PUD Preliminary Plan, the Gilman Property will be disconnected from the Town, and approximately 250 acres of land comprising the Town Parcels and the Restricted Parcels will be conveyed to the Town or subjected to Restrictions that are for the benefit of and enforceable by the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals (which are incorporated in this Agreement), the terms, conditions and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Deposit of Funds; Stay of Litigation.** Within five business days of the Effective Date, Battle will deposit Fifty Thousand Dollars (\$50,000) with the Town to be used to defray the Town’s costs to conduct Diligence Activities (defined in Section 5). Concurrently therewith, the Parties will file a Joint Motion in the Litigation, advising the Court of this Agreement, and requesting an extension of the stay that is currently in place to and including November 30, 2023.

2. **Code Amendments.** During the period commencing on the Effective Date and continuing through and including six months after the Effective Date (as may be extended in writing by the Parties, “**Approvals Period**”), the Parties will in good faith undertake to coordinate and process Town-initiated amendments (collectively, “**Code Amendments**”) to the Code through a public process in accordance with the applicable Code provisions. Within thirty (30) days of the Effective

Date, Battle will endeavor to provide Town staff with initial draft ordinances to effect the Code Amendments. Town staff will work diligently to provide timely written comments on the initial draft ordinances, and subsequent drafts, with the goal of having final ordinances acceptable to Battle and Town staff for Town Council's first reading on or before January 31, 2024 and second reading on or before February 28, 2024. The Code Amendments will:

(a) Subdivision. In furtherance of the Town's intent to create a generally applicable process ("**Exemption Plat Process**") for administrative review and approval of subdivision exemption plats ("**Exemption Plat(s)**"), amend Chapters 16, 17 and other appropriate provisions of the Code. The Exemption Plat Process will, as pertinent to this Agreement, enable the Parties to process and take final action on an application for an Exemption Plat that will, upon Town approval and recording in the real property records of the Eagle County Clerk and Recorder ("**Record(ed)(ing)**"), create within the Battle North Property various legally conveyable parcels. The Exemption Plat will create the following categories of parcels within the Battle North Property:

(i) Town Parcels. Parcels which Battle North will convey to the Town ("**Town Parcels**"), subject to certain Reserved Easements (defined in Section 7(a)) for Battle North's benefit. The Town Parcels intended to be created are, as conceptually depicted and labeled in the Concept Plan: (A) the Highlands Area; (B) the Reservoir South Area (excluding the Processing Area); (C) the Rec Center Parcels; and (D) the Highway 24 Parcels.

(ii) Restricted Parcels. Parcels which Battle North will own but, subject to certain Reserved Uses (defined in Section 7(b)(i)) for Battle North's benefit, will be encumbered by Recording certain instruments ("**Restricted Parcel(s)**") imposing one or more of the following (collectively, and as applicable, "**Restriction(s)**"): (A) a Perpetual Easement (defined in Section 7(b)(i)) granting to the Town the right to undertake a specific scope of uses, on terms the Parties mutually determine appropriate; (B) a Restrictive Covenant (defined in Section 7(b)(ii)) that limits the uses that may be undertaken within such Restricted Parcel, on terms the Parties mutually determine appropriate; and/or (C) with respect to any or all Restricted Parcels requested by the Town at its election, a Purchase Option (defined in Section 7(b)(iii)) granting to the Town an option to purchase such Restricted Parcel(s). The Restrictions will run with title to the Restricted Parcels and will be enforceable by and for the benefit of the Town. Unless Battle North and the Town otherwise mutually agree in writing prior to the Closing Date, the Restricted Parcels intended to be created are, as conceptually depicted and labeled in the Concept Plan: (v) the OTP Area; (w) the Processing Area (being a portion of the Reservoir South Area); (x) the CTP Area (y) the Trestle Area; and (z) the Maloit Wetlands Area.

a. *Plat Note Restricting Conveyance*. Restricted Parcels may be platted as legally conveyable (but not developable) parcels separate from the Battle Retained Parcels; provided, however, the applicable Exemption Plat must contain a note to the effect that such separately platted Restricted Parcels may be conveyed only:

(1) to a metropolitan district formed pursuant to Section 3(d); or

(2) to the Town pursuant to the Town's exercise of a Purchase Option pursuant to Section 7(b)(iii); or

(3) to another special district, governmental or quasi-governmental entity, or other public or private entity; provided, however, with respect to a conveyance of the OTP Area or the Processing Area only, such entity has sufficient financial capacity, as determined by the Town in its reasonable discretion, to perform the landowner's legal obligations as Battle North's successor pursuant to the Reservoir Agreement; and

(4) if the Environmental Protection Agency ("EPA")/Colorado Department of Public Health and Environment ("CDPHE") has approved conveyance of the applicable Restricted Parcel pursuant to, and the entity acquiring a Restricted Parcel executes the consents and certifications required pursuant to Section 9 of, the Administrative Settlement Agreement and Order on Consent for Response Action and Release and Waiver of CERCLA §107(r) Lien, Docket No. CERCLA-08-2018-009.

b. *Method of Conveyance.* Subject to compliance with clause (4) of Section 2(a)(ii)a, a Restricted Parcel may be conveyed by deed after Recording of the applicable Exemption Plat, or by dedication pursuant to the applicable Exemption Plat.

(iii) Town's Right to Convert. By delivery of written notice to Battle prior to expiration of the Diligence Period (defined at Section 5), the Town will have the right to convert one or more of the Town Parcels into a Restricted Parcel and to convert one or more of the Restricted Parcels into a Town Parcel.

(iv) Battle Retained Parcels. Battle North will retain for purposes of future development or other disposition all parcels created pursuant to the Exemption Plat that are neither Town Parcels nor Restricted Parcels ("**Battle Retained Parcels**"). The Exemption Plat will contain a note expressly stating that the Battle Retained Parcels must be replatted (in such development sequence and phasing as Battle North determines desirable and in accordance with Town infrastructure requirements) to create buildable lots pursuant to a Recorded final plat prior to submittal of building permit applications for habitable improvements. Neither engineering plans for nor construction of public improvements will be required in connection with the Exemption Plat Process or Recording of the Exemption Plat, such matters being deferred to subsequent applications for preliminary and final plat that will be required to replat the Battle Retained Parcels into buildable lots prior to development.

(b) Zoning. Amend Chapters 16, 17 and other pertinent provisions of the Code, as applicable, to create zone districts specific to the Battle North Property that will establish as uses by right, subject to obtaining an approved final subdivision plat and construction of Infrastructure Improvements (defined in Section 2(b)(i)) to serve such development:

(i) Residential. A residential zone district (“**Bolts Residential District**”) which provides for: (A) on lots of a minimum size of 4,000 square feet, single-family homes and accessory dwelling units; (B) on lots of a minimum size of 5,000 square feet, duplexes; (C) trails, parks and similar active and passive recreational uses customarily provided within residential communities; and (D) roads, the Water Treatment System and Water Distribution System (defined in Section 2(c)) and related water service infrastructure, sanitary sewer infrastructure, stormwater infrastructure, electric and gas utilities, renewable and alternative energy facilities, telecommunications infrastructure and similar infrastructure improvements the Town approves and/or requires pursuant to the Town’s preliminary and final plat process to serve development within the Battle Retained Parcels (“**Infrastructure Improvements**”). Maximum building heights in this zone will be 28 feet. Maximum building lot coverage in this zone will be 50%. The intent of the Bolts Residential District will be to enable an eclectic mix of housing types and styles consistent with the housing types and character in other areas of the Town.

(ii) Mixed Use. A mixed use zone district (“**Bolts MU District**”) which provides for: (A) all uses permitted in the Bolts Residential District; (B) multifamily dwelling units; and (C) low impact neighborhood commercial uses (limited size convenience, gas station, bakery, etc.), spa/wellness center and accessory uses thereto, hotel and accessory uses thereto, and similar recreational uses. The minimum lot size for multifamily structures will be 5,000 square feet. For other residential uses and commercial uses, the minimum lot size will be 2,500 square feet. Maximum building lot coverage for commercial and vertically integrated mixed use structures will be 80% and for duplex, single-family and accessory dwelling units will be 50%. Maximum building heights in this zone will be 35 feet for commercial, vertically mixed use and multifamily, and 28 feet for duplex, single-family and accessory dwelling units. The intent of the Bolts MU District will be to enable denser multifamily, single-family homes, and duplexes similar in character but with smaller minimum lot sizes than in the Bolts Residential District.

(iii) Bolts Open Space. An open space and recreational use zone district (“**Bolts OS/Rec District**”) for land intended to remain predominately undeveloped, generally limited to trails, other passive (non-motorized) recreation uses, Infrastructure Improvements (generally excluding roadways, except as necessary to facilitate other Infrastructure Improvements and cross-easements to provide legal and physical access between such parcels and public roadways), all activities and facilities necessary to comply with requirements imposed by the EPA and CDPHE, and all activities the Reservoir Agreement and the ERWSD Easements, as applicable, contemplate occurring in connection with the Reservoir Project.

(iv) Holding Zone. A holding zone for Town Parcels intended to be held for later conveyance or further future zoning determinations (“**Holding District**”), which will allow Infrastructure Improvements (generally excluding roadways, except as necessary to facilitate other Infrastructure Improvements and cross-easements to provide legal and physical access between such parcels and public roadways), all activities and facilities necessary to comply with requirements imposed by the EPA and CDPHE, and all activities the Reservoir Agreement and the ERWSD Easements, as applicable, contemplate

occurring in connection with the Reservoir Project. No other public or governmental uses of the property will be permitted.

(c) Water System. Amend Chapter 13, Appendix C and other appropriate provisions of the Code to expressly provide that: (i) the Town/Enterprise will not provide municipal water service to the Battle Retained Parcels; (ii) as to be constructed, owned and operated in accordance with applicable provisions of the Reservoir Agreement, ERWSD will provide municipal water service to the Battle Retained Parcels for up to 700 SFE's utilizing a water treatment plant with a treatment capacity sized to serve the maximum density permitted pursuant to Sections 3(c)(ii) and (iii) to be developed within, and with a service area limited to, the Battle Retained Parcels ("**Water Treatment Plant**"), together with diversion structures, raw water input lines and related infrastructure inboard to the Water Treatment Plant (collectively with the Water Treatment Plant, the "**Water Treatment System**"); (iii) appropriate language be placed on final plats acknowledging that the Town will not provide municipal water services to the Battle Retained Parcels; and (iv) pursuant to Code Section 16-25-40(8), development and operation of the Water Treatment System will be fully exempt from all review and permitting requirements of Chapter 16, Article 25 of the Code (i.e., 1041 permitting), provided, however, the Town may require application for a 1041 permit for any expansion in the treatment capacity or land to be served by the Water Treatment System above and beyond that described in clause (ii) of this Section 2(c). As to be addressed in the Development Agreement pursuant to Section 3(c)(ix):

(i) Town Review of Water Treatment Plant; Water Treatment System. The Town will not own, operate or maintain the Water Treatment System. Design, construction and operation of the Water Treatment System will comply with applicable ERWSD and CDPHE regulations and permitting requirements. In connection with the Exemption Plat process and/or pursuant to a Recorded final plat, Battle North will propose and the Town will review and approve the site for the Water Treatment Plant as a Battle Retained Parcel that is legally conveyable for construction, ownership and operation of the Water Treatment Plant as contemplated in the Reservoir Agreement. Such Town review may include the location, character and extent of the Water Treatment Plant pursuant to C.R.S. § 31-23-209. Except with respect to the Town's review of the Water Treatment Plant site as provided above, the Town will not exercise or conduct any technical or other review of the Water Treatment System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

(ii) Town Review of Water Distribution System. In connection with preliminary and final plat(s) for development within the Battle Retained Parcels, the Town will review locations of the distribution infrastructure to deliver municipal water service outboard from the Water Treatment Plant (e.g., water mains, storage tanks, distribution lines and service lines) to platted development sites within the Battle Retained Parcels ("**Water Distribution System**"). Engineering and technical requirements of the Water Distribution System will be subject to ERWSD regulations and Town subdivision regulations (including but not limited to applicable fire flow requirements). The Town will not own, operate or maintain the Water Distribution System. Except with respect to the Town's review of the Water Distribution System as provided above, the Town will not exercise or conduct any technical review of the Water Distribution System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

(d) Design Standards. Amend Appendix B (Minturn Design Standards and Guidelines) and other appropriate provisions of the Code to expressly provide that only the standards and guidelines set forth in Section II will apply to development within the Battle Retained Parcels. Any design standard applicable to the Battle Retained Parcels will incorporate eclectic design principle consistent with design themes in the Town of Minturn and shall be approved by the Town as part of a future subdivision process.

(e) Vested Property Rights. Amend Code Section 16-21-710(b)(2) by adding a subsection h which incorporates the Development Agreement (defined in and contemplated by Section 3(c)) in the list of instruments that can be a site specific development plan which creates vested property rights pursuant to C.R.S. § 24-68-101, *et seq.* and the Code.

(f) Disconnection by Ordinance. To the extent the Town determines necessary or desirable to effect disconnection of the Gilman Property as contemplated by Section 3(e), amend the Code to expressly adopt and authorize the procedure for disconnection by ordinance pursuant to C.R.S. §§ 31-12-501, *et seq.*

(g) Metropolitan Districts. At the Town's election, but not as a requirement of this Agreement, add an Article to the Code that creates a generally applicable process for metropolitan district formation and adopts a model service plan.

3. **Applications; Final Approval.** Concurrently with processing of and Town Council's final action to approve the Code Amendments, the Parties will coordinate and cooperate to submit, process to a final decision in accordance with the Code, and obtain Town Council's final action on passage of resolutions and second reading of the applicable ordinances prior to expiration of the Approvals Period to approve at the same public hearing (together with the ordinances approving the Code Amendments, "**Approvals**") the applications described in this Section 3. At the time of submitting applications, Battle will execute the Town's standard reimbursement agreement. Within 30 days of the Effective Date, Battle will endeavor to submit the following, which the Town will review and process in good faith:

(a) Exemption Plat. An application pursuant to the Exemption Plat Process for approval of an Exemption Plat that will create the Town Parcels, Restricted Parcels and Battle Retained Parcels as conceptually depicted in the Concept Plan. The application will contain the information required pursuant to clauses (1) through (5) and (7) of Code Section 16-21-170 together with proof of legal and physical access to the parcels and/or commitments to grant such cross-easements as may be necessary or desirable to provide legal and physical access to, from and among the various Town Parcels, Restricted Parcels and Battle Retained Parcels. The approved and Recorded Exemption Plat will establish the precise legal descriptions of the Town Parcels, Restricted Parcels and Battle Retained Parcels. Without limitation of the foregoing, the Rec Center Parcels, collectively, will not be required to be larger than a total of 2 acres.

(b) Rezoning of Battle North Property. An application for rezoning of the Battle North Property, which will contain the information required pursuant to Code Section 16-21-430 and pursuant to clauses (1) through (5) and (7) of Code Section 16-21-170. Consistent with the Concept Plan:

(i) Battle Retained Parcels. Certain Battle Retained Parcels (or areas within them) will be proposed for zoning to, as applicable, the Bolts Residential District, the Bolts MU District or the Bolts OS/Rec District. The boundaries of each zone district will be determined during processing of the zoning application and the Exemption Plat application.

(ii) Town Parcels and Restricted Parcels. The Town Parcels will be proposed for zoning to the Holding District; and the Restricted Parcels will be proposed for zoning to the Bolts OS/Rec District.

(iii) Effect on PUD Preliminary Plan. Rezoning of the Battle North Property as provided above will have the effect of terminating, and fully releasing Battle and the Town from any further rights, obligations or liabilities with respect to, the PUD Preliminary Plan as it applies to the Battle North Property. Simultaneous with approving the rezoning described herein, the Town will adopt a resolution formalizing the termination of Ordinance No. 12-Series 2008, Resolution No. 18-Series 2008, and Resolution No. 19-Series 2008, together with the Conditions to Approval and all other documents, instruments and matters appended to, attached to, referenced by and otherwise incorporated in said Resolutions.

(c) Development Agreement. An initial draft development and statutory vested property rights agreement (“**Development Agreement**”) that will address the following matters:

(i) Release of Prior Agreements and PUD Preliminary Plan. Effective as of implementation of the Settlement pursuant to Section 8, the Development Agreement and the ordinance approving the Development Agreement will replace, supersede and effect termination of the Prior Agreements and the PUD Preliminary Plan as applied to the Battle North Property, and will effectuate the Parties’ full and complete mutual release of all rights, obligations and liabilities pursuant to the Prior Agreements and the PUD Preliminary Plan as related to the Battle North Property.

(ii) Residential Density Limitation. Each residential dwelling unit, regardless of type, will comprise one “dwelling unit.” By way of example, a single family home is one dwelling unit, an accessory dwelling unit is one dwelling unit, a duplex is two dwelling units, a multifamily building containing six separate apartments or condominium units is six dwelling units, etc. The Battle Retained Parcels will be subject to the following residential density limitation:

a. Without a Spa/Wellness Center. If a spa/wellness center is not developed within the Bolts MU District, the total dwelling units that can be developed within the Bolts Residential District and the Bolts MU District, cumulatively, will not exceed two hundred fifty (250) dwelling units.

b. With a Spa/Wellness Center. If a spa/wellness center is developed within the Bolts MU District, the total dwelling units that can be developed within the Bolts Residential District and the Bolts MU District, cumulatively, will not exceed two hundred twenty-five (225) residential units.

(iii) Commercial Density Limitation. The total nonresidential commercial development within the Bolts MU District, cumulatively, will not exceed 50,000 square feet of gross leasable area. For such purposes, “gross leasable area” means the total floor area (measured from the interior surface of demising walls) that is designed for the tenants’ or business’ occupancy and exclusive use, and does not include the floor area of any public or common areas such as utility rooms, mechanical rooms, stairwells, elevator shafts, foyers, malls and so on.

(iv) Ownership and Maintenance of Public Roads. Pursuant to the final platting process, the right-of-way for and physical improvements comprising Maloit Park Road will be dedicated to, accepted, owned and maintained (including snow plowing) by the Town in accordance with the Town’s generally applicable regulations, including but not limited to the Town’s roadway engineering standards and a development specific traffic study. All other public roads located within the Battle Retained Parcels will be owned and maintained (including snow plowing) by a metropolitan district as contemplated pursuant to Section 3(d), and/or owners’ association(s). The classifications, cross-sections, profiles and related technical matters pertinent to such roadways will be determined in connection with the processing and approval of preliminary and final plats for the Battle Retained Parcels.

(v) Maloit Wetlands Area. Simultaneously with Recording of the first final plat adjacent to the Maloit Wetlands Area, Battle North will Record a Restriction (in the form of a Restrictive Covenant approved and enforceable by the Town) that will ensure the Maloit Wetlands Area remains undeveloped (except for installation, operation and maintenance of Infrastructure Improvements, and the construction of Maloit Park Road) and serves as a wildlife corridor between adjoining United States Forest Service land to the north and the CTP Area to the south. All Battle North improvements located within the Maloit Wetlands Area shall be subject to Town review and approval, except for activities necessary to comply with requirements imposed by EPA and/or CDPHE. Activities necessary to comply with requirements imposed by EPA and/or CDPHE and public access for non-motorized winter recreational activities (e.g. cross country skiing, snowshoeing, hiking, birding, etc.), including by residents and guests within the Battle Retained Parcels, will be permitted.

(vi) Fishing Easement. Concurrently with Recording of the first final plat adjacent to Cross Creek, Battle North will grant to the Town and Record a perpetual, nonexclusive easement that grants the public the right to fish within the Cross Creek streambed and up to the ordinary high-water mark, as defined in Code Section 16-2-20, of the Cross Creek segments adjacent to the Battle Retained Parcels and grants access for such purpose within the areas conceptually depicted in the Concept Plan. Except to the extent depicted in the Concept Plan, the public fishing access easement will not provide for or allow the general public to access the Cross Creek streambed from, across, or over the Battle Retained Parcels, or to otherwise enter upon the Battle Retained Parcels, but will expressly provide that residents and guests within the Battle Retained Parcels will have the legal right to utilize the public fishing easement.

(vii) Parks; No Open Space Dedications. In accordance with applicable Code requirements, final plats for development sites within the Battle Retained Parcels will be required to provide for adequate active parks to support the approved level of residential development. Parks will be dedicated to, improved, constructed, owned and maintained by metropolitan districts as contemplated pursuant to Section 3(d) and/or owners' association(s). No open space dedications will be required in connection with final plats for development within the Battle Retained Parcels.

(viii) Generally Applicable Code Provisions. Generally applicable Code provisions in effect at the time of final platting regarding technical and procedural matters will apply to all final plat applications to the extent not in conflict with or having the effect of negating or impairing the vested property rights established pursuant to Section 3(c)(xi) to the densities, product types, lot size, lot coverage and related development parameters established pursuant to the approved zoning. Without limitation of the foregoing: (A) the Community Housing Guidelines established pursuant to Code Chapter 16, Article 26 will apply to development within the Battle Retained Parcels, provided, however, no revisions to the percentages, deed-restriction conditions and AMI criteria set forth in Code § 16-26-100 in effect as of the Effective Date will apply to the Battle Retained Parcels without Battle's consent; and (B) no river setback of greater than thirty (30) feet will apply to developable lots within the Battle Retained Parcels that are adjacent to Cross Creek.

(ix) Water Service. Consistent with and subject to the terms and conditions of applicable Code Amendments, the Town/Enterprise will not provide municipal water service to the Battle Retained Parcels and, as more fully described in Section 2(c), ERWSD will provide municipal water service to the Battle Retained Parcels utilizing the Water Treatment System and the Water Distribution System to be constructed, owned, operated and maintained in accordance with applicable provisions of the Reservoir Agreement.

(x) Sewer Service. ERWSD will provide sanitary sewer service to the Battle Retained Parcels as provided in the Code.

(xi) Vested Property Rights. Pursuant to Code Section 16-21-710 (as amended pursuant to Section 2(d)), the Development Agreement will constitute a site specific development plan that creates vested property rights for a period of thirty (30) years from the date on which the Settlement is implemented pursuant to Section 8.

(d) Service Plans. The Town will process applications seeking approval of service plans for the formation of up to three (3) metropolitan districts in accordance with the statutory process pursuant to C.R.S. §§32-1-101, *et seq.* and, as applicable, the Town process contemplated by Section 2(g). Town is not required to approve any metropolitan districts. Upon completion of the formation process, the metropolitan districts are anticipated to have authority to finance the construction, operation and maintenance of the Water Treatment System, Water Distribution System, other backbone infrastructure and parks to serve development within the Battle Retained Parcels, to impose and enforce restrictions to protect wildlife within the Battle Retained Parcels and the Restricted Parcels, to own Restricted Parcels (prior to conveyance, or which are not

anticipated to be conveyed in the future, to and owned by the Town), and to perform and/or enforce environmental obligations and/or environmental restrictions.

(e) Disconnection of Gilman Property. In connection with the contemplated Settlement, the Town has proposed and Battle South has agreed to effect disconnection of the Gilman Property. Accordingly, Battle South will submit to Town Council an application for disconnection of the Gilman Property by ordinance pursuant to C.R.S. §§ 31-12-501, *et seq.* The disconnection becoming legally effective will fully release Battle, the Town and the Gilman Property from any further rights, obligations and liabilities under or with respect to the Prior Agreements and the PUD Preliminary Plan relating to the Gilman Property.

(f) Dissolution of General Improvement District. Pursuant to C.R.S. § 31-25-625, the Parties will cooperate to dissolve the General Improvement District established by Ordinance No. 24, Series 2008, Recorded at Reception No. 200901380.

(g) Survival of Disconnection and Dissolution Obligations. If this Agreement terminates prior to implementation of the Settlement, the Parties' obligations to process disconnection of the Gilman Property pursuant to Section 3(e) and to process dissolution of the General Improvement District pursuant to Section 3(f) will survive such termination for a period of, and the Parties will cooperate to cause disconnection of the Gilman Property and dissolution of the General Improvement District to be made legally effective within, ninety (90) days after the date of such termination.

4. **Approval Date: Final Approval; Legal Challenges.** The ordinances comprising the Approvals will be legally effective thirty (30) days after publication following the date on which Town Council approves them on second reading (the "**Approval Date**"), and the resolutions comprising the Approvals will be legally effective on the date set forth in such resolutions (which will not be later than thirty (30) days after the Approval Date); provided, however:

(a) Conditions Precedent To Binding Effect and Recording. The Parties' intend that Final Approval (defined below) of all Approvals occurs on the same date or not at all, such that no action required to fully implement Settlement remains subject to Legal Challenge (defined below). Accordingly, and notwithstanding any earlier effective date of such ordinances and resolutions pursuant to Section 4, each ordinance and each resolution will contain an express condition that the substantive matters comprising the Approvals will not be legally effective or binding upon the Parties, and will not be legally effective as to (and no Approvals instruments will be Recorded against) the Battle North Property or the Gilman Property, prior to implementation of the Settlement (pursuant to Section 8) following Final Approval (defined below) of all Approvals. With respect to the foregoing:

(i) **"Final Approval"** will occur with respect to each of the Approvals: (A) if no Legal Challenge is filed on or prior to the last day by which the applicable statute, rule of civil procedure, Code, or Town Charter provision requires the applicable Legal Challenge to be filed,; or (B) if a Legal Challenge is timely filed against one or more of the Approvals within the period described in the foregoing clause (A), and unless the Parties agree otherwise, all such Legal Challenges are resolved in a manner that is final, not subject

to appeal, and upholds the validity of the Approvals that were subject to the Legal Challenge.

(ii) **“Legal Challenge”** means: (A) any third-party’s commencement of a legal proceeding, pursuant to C.R.C.P. Rule 106 or otherwise, that directly or indirectly challenges, or seeks to reverse or nullify, any of the Approvals and/or implementation of the Settlement; or (B) submission of a valid petition under the Code for a referendum seeking to reverse or nullify any of the Approvals and/or implementation of the Settlement.

(b) Termination Prior to Final Approval. By delivery to the Town of a written notice of termination prior to the latest effective date of the Approvals ordinances and resolutions pursuant to Section 4, Battle will have the right to terminate this Agreement if Battle is not satisfied with the Town’s processing of the Approvals applications, any Town-imposed conditions of the Approvals, any substantive elements of the Approvals, or for any other reason relating to the Approvals. If Battle timely delivers written notice of termination to the Town, this Agreement will terminate and the Parties will be released from further liability or obligation under this Agreement except those that expressly survive termination of this Agreement.

5. **Diligence Period; Diligence Activities; “As-Is” Transaction; Disclosures.** During the period commencing on the Effective Date and continuing until the earlier to occur of the date on which this Agreement is terminated or the occurrence of the Approval Date pursuant to Section 4 (**“Diligence Period”**), the Town will conduct its own review and evaluation of the information contained in Battle North’s Disclosures (defined in Section 5(d)), will inspect and investigate the Town Parcels and the Restricted Parcels, and will engage such qualified agents, contractors, engineers or consultants, including, without limitation, environmental consultants, as the Town deems necessary to make all appropriate inquiry with respect to title, survey, physical conditions, environmental conditions (including, without limitation, all CERCLA and other Environmental Laws (as such terms are defined in Section 5(a))) and such other matters pertinent to the Town Parcels and Restricted Parcels as the Town, in its sole discretion, deems necessary or appropriate, to assess the suitability of the Town Parcels and the Restricted Parcels (**“Diligence Activities”**). The Town will rely solely on such independent Diligence Activities. Battle will have no obligation pursuant to this Agreement to cure or remedy any matter affecting title, survey, physical, environmental or other conditions affecting the Town Parcels or the Restricted Parcels. In its sole discretion and without obligation to incur any expense in connection therewith, Battle may elect to cooperate with the Town’s efforts to address and resolve such matters to the Town’s satisfaction. The Town’s obligation at the Closing (defined in Section 7) to acquire fee title to the Town Parcels and the Town’s interests in the Restrictions that will encumber the Restricted Parcels for the Town’s benefit (collectively, **“Property Interests”**) is expressly conditioned on the Town not having exercised its right to terminate this Agreement pursuant to Section 5(h).

(a) Environmental Definitions. As used in this Agreement:

(i) **“Actual Knowledge”** of Battle, Battle North or similar phrases mean the current, actual (not constructive) knowledge, without duty of inquiry or investigation, of either (A) Lorne Bassel in his capacity as President of the Manager of Battle North and, if applicable, his successor in such capacity, or (B) Tim McGuire, in his capacity as Battle North’s local representative and, if applicable, his successor in such capacity.

(ii) **“Hazardous Materials”** means any substance: (A) the presence of which requires special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Laws (defined below); (B) which is toxic, explosive, corrosive, erosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous; (C) which is (or becomes so during the Diligence Period regulated by any federal, state or local authority under any Environmental Laws, (D) any hazardous substance as defined in section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act (“**CERCLA**”), 42 U.S.C. § 9601(14), and also including petroleum, crude oil, or any fraction thereof, mining-related wastes, asbestos and polychlorinated biphenyls; (E) any substance designated in 40 C.F.R. § 304.2; (F) any substance identified or listed pursuant to section 3001 of the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*, (G) any substance identified or listed by the State of Colorado pursuant to 6 CCR Part 261; and (H) underground storage tanks (USTs).

(iii) **“Environmental Laws”** means all laws, rules and regulations, as well as all agreements between EPA, CDPHE and Battle North or any third party, relating to (A) emissions, discharges, spills, cleanup, remediation, releases or threatened releases of any Hazardous Materials; (B) the presence of any Hazardous Materials on or in, land, soil, ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, storage tanks of any kind, wetlands, or septic systems, (C) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment, cleanup or remediation of Hazardous Materials; and (D) the protection of human health or the environment.

(b) **“As Is” Transaction.** The Town (for itself and its successors and assigns) acknowledges that, if the Town does not terminate this Agreement pursuant to a termination right of the Town under this Agreement, it will acquire the Property Interests in their respective **“AS IS, WHERE IS, AND WITH ALL FAULTS”** condition as of the Closing Date. The Town (for itself and its successors and assigns) accepts all risks regarding all attributes and conditions, latent or otherwise, of the Property Interests. The Town will acquire the Property Interests based solely upon the Town’s Diligence Activities and not in reliance on any statement, representation or inducement of Battle except as expressly set forth in and limited by Sections 5(d) and 6(a). Without limitation of the foregoing:

(i) **No Implied Representations.** Except as expressly set forth in and limited by Sections 5(d) and 6(a): (A) NEITHER BATTLE NORTH NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF BATTLE HAS MADE (OR HAS AN OBLIGATION TO THE TOWN TO MAKE), AND BATTLE SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, 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

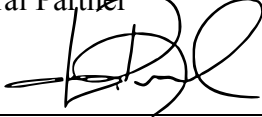
By: 
Name: Earle Bidez
Title: Mayor

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

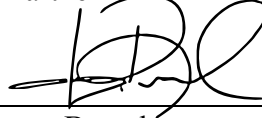
Battle One Developer, LLLP,
a Georgia limited liability limited partnership

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

By: 
Name: Lorne Bassel
Title: President

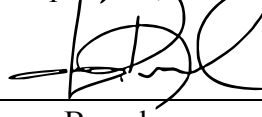
Battle Two Developer, LLLP,
a Georgia limited liability limited partnership

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

By: 
Name: Lorne Bassel
Title: President

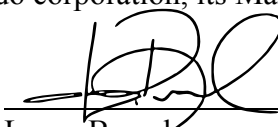
Battle North, LLC,
a Georgia limited liability company

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

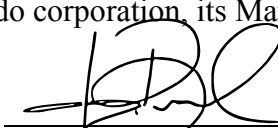
By: 
Name: Lorne Bassel
Title: President

Exhibit A
Concept Plan

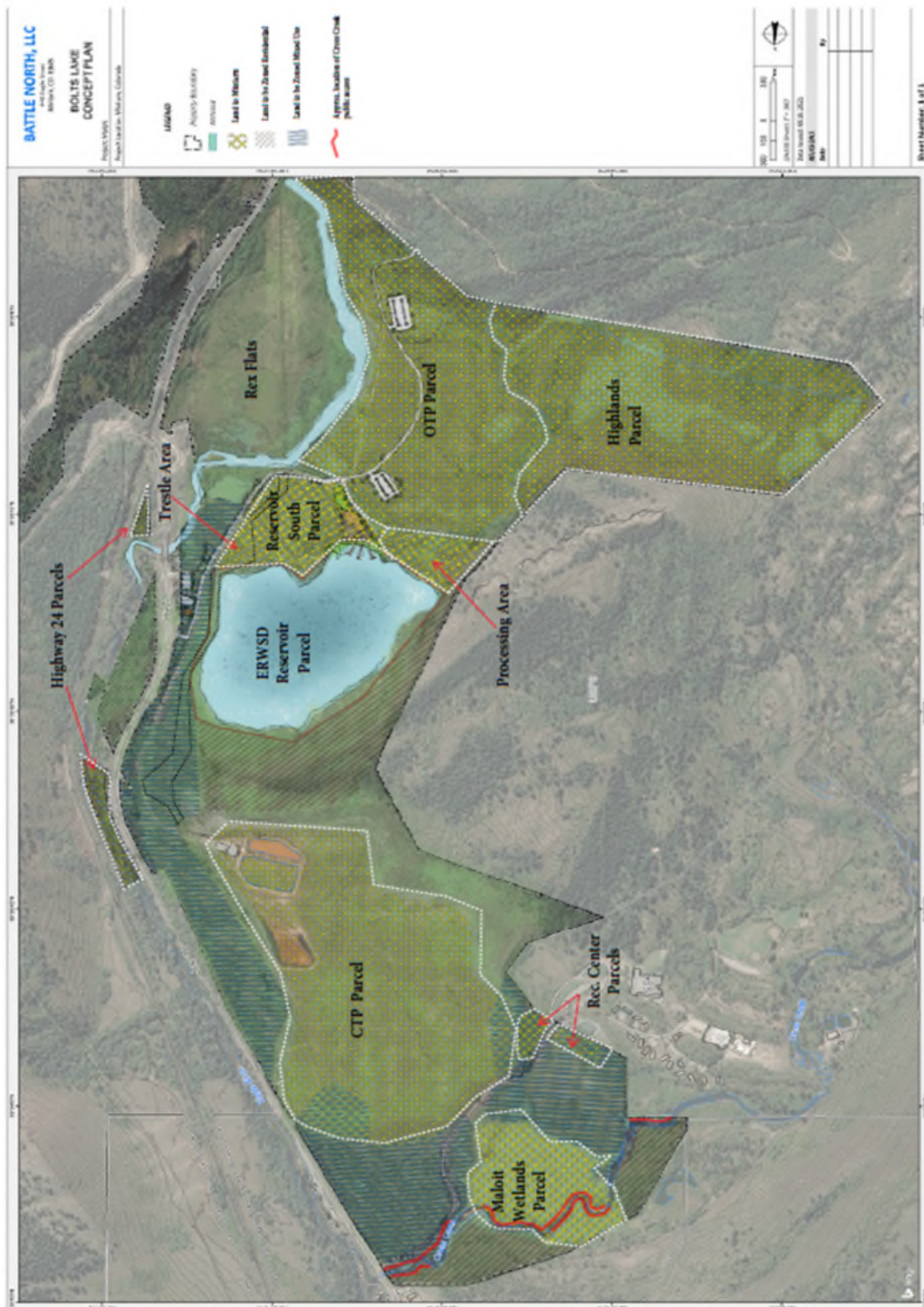


Exhibit A
to Settlement Agreement
Page 1

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

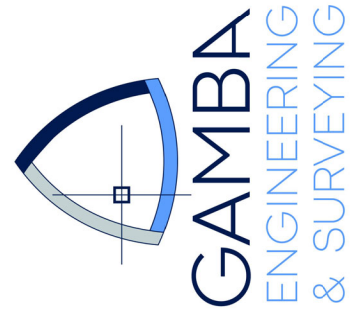
Conveyance of the Land pursuant to the foregoing Special Warranty Deed is subject to the following Exceptions:

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

SHEET NO.

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602



DRAWN BY: BK

CHKD BY: MUG

PROJECT: 0555-04

DATE: JUNE 21, 2024

NO SCALE

SHEET: 1 OF 12

DRAWING: Easement Plat Case 20240021.Jmg

DIRECTORY: L:\DWG\0555\0555-0402-Exemption Plat

APPROVED BY: APD

MADE BY: BY

REVISION

DATE

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BATTLE MOUNTAIN NORTH EXEMPTION PLAT

Sixteen parcels of land located in Sections 1, 2, and 11 of Township 6 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado and Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado

CERTIFICATE OF TAXES PAID

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

Dated this _____ day of _____, A.D., 20_____.

Treasurer of Eagle County

MINTURN TOWN CERTIFICATE

This plat is approved by the Town Council of the Town of Minturn, County of Eagle, State of Colorado this _____ day of _____, 20_____, for filing with the Clerk and Recorder of the County of Eagle, Colorado.

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

BY: ATTEST:

MAYOR
TOWN OF MINTURN, COLORADO

TOWN CLERK
TOWN OF MINTURN, COLORADO

SURVEYOR'S CERTIFICATE

I, Michael Gamba do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado, that this subdivision plat is a true, correct and complete plat of the BATTLE MOUNTAIN NORTH EXEMPTION PLAT as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights of way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that such plat has been prepared in accordance with applicable standards of practice, and that such plat is not a warranty or warranty, either expressed or implied.

In Witness Whereof, I have set my hand and seal this _____ day of _____, A.D., 20_____.

SEAL Colorado Licensed Professional Land Surveyor
Michael Gamba
License Number 28036

TITLE CERTIFICATE

_____ does hereby certify that it has examined the Title to all lands shown upon this Plat and that Title to such lands is vested in _____, free and clear of all liens, and encumbrances, except as follows:

Dated this _____ day of _____, A.D., 20_____.

AGENT: _____

COUNTY SURVEYOR'S CERTIFICATE

Deposited this _____ day of _____, 20_____, at _____m. in Book _____ of the Eagle County Surveyor's Land Survey Plats/Rights-of-Way Surveys at Page _____. This Land Survey Plat complies with Section 38-51-102, of the Colorado Revised Statutes.

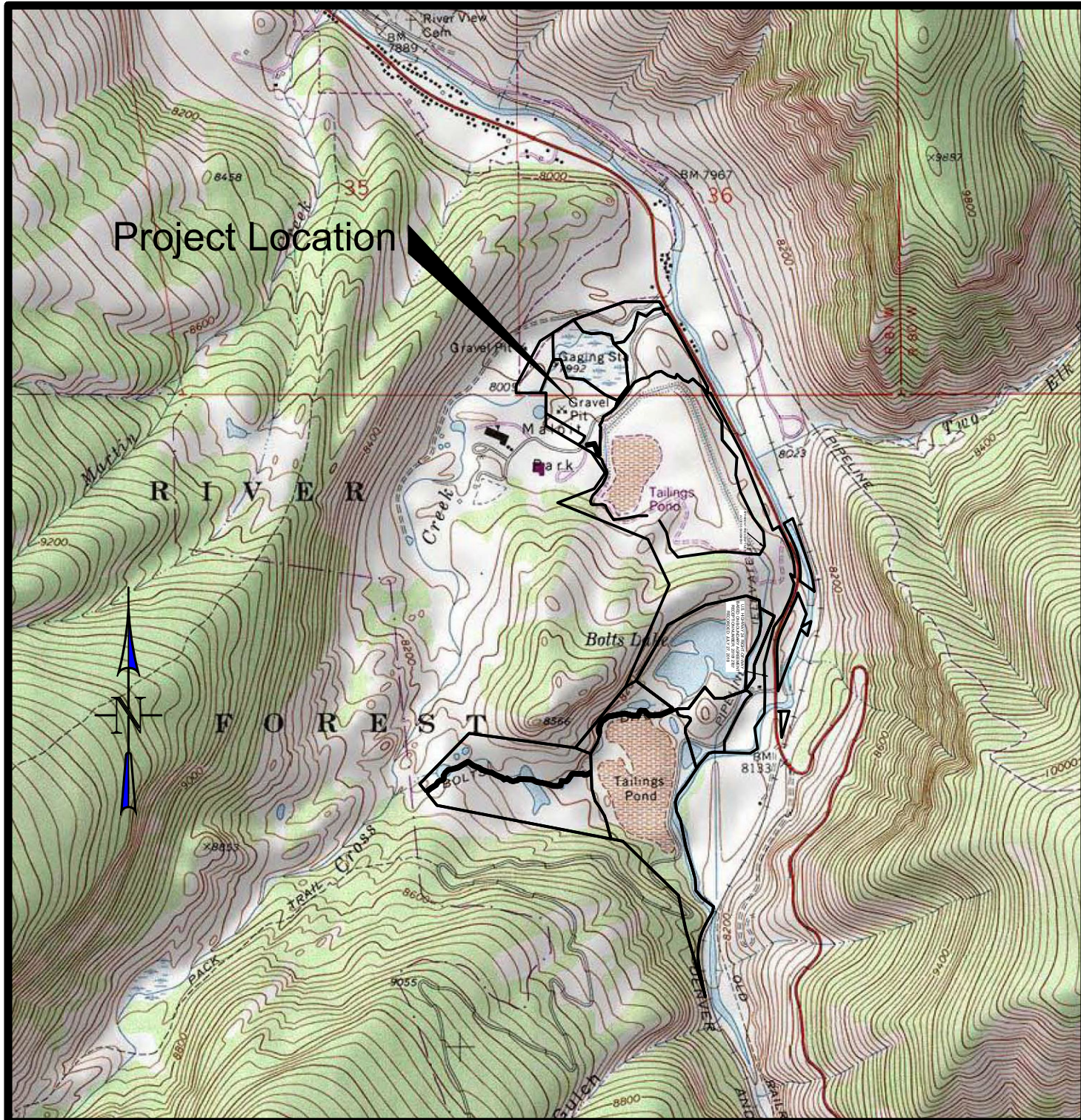
County Surveyor

CLERK AND RECORDERS CERTIFICATE

This Plat was filed for record in the Office of the Clerk and Recorder of Eagle County at _____ o'clock _____M., on this _____ day of _____, 20_____, and is duly recorded at Reception No. _____.

Clerk and Recorder

BY
Deputy



VICINITY MAP
SCALE: 1" = 2000'

EXEMPTION PLAT NOTES:

The purpose of this Exemption Plat is for the creation of legally conveyable (but not developable prior to recording of an approved final plat) exemption plat parcels in accordance with the requirements of Sec. 17-6-80 -- Bots Lake Exemption Plat Process, Minturn Municipal Code (MMC).

Land Not Developable. The landowner(s) of the exemption plat parcels created pursuant to this exemption plat and other parties having an interest in such exemption plat parcels hereby acknowledge that no development is permitted on such exemption plat parcels prior to recording of an approved final plat for the land included in this exemption plat. This exemption plat and the exemption plat parcels created pursuant to this exemption plat only provide for the ability to legally convey such exemption plat parcels pursuant to Section 17-6-80 of the Town Code. Subsequent applications for preliminary plat(s) and final plat(s) will be required to be processed and approved, and such approved final plat(s) must be recorded, in order to create developable lots and other parcels within the exemption plat parcels created pursuant to this exemption plat.

Municipal Water Service. The landowner(s) of the lots, tracts, blocks or parcels created pursuant to this plat and other parties having an interest in such hereby acknowledge that the Town will not provide, and will have no obligation to provide municipal water service to the lots, tracts, blocks or parcels, or any improvements located within the lots, tracts, blocks or parcels. In consideration of the Town's approval of this plat, the landowner(s) and other parties having an interest in the property that have executed this plat, by so executing this plat, and all successor owners of the lots, tracts, blocks or parcels created pursuant to this plat or other parties having an interest therein, by taking title to or acquiring an interest in such, knowingly and intentionally waive any and all right to disconnection of the property arising under C.R.S. § 31-12-119 and based on failure to provide municipal services on the same general terms and conditions as the rest of the Town receives, to the extent based on the Town not providing the lots with municipal water service as described herein.

Parcel Nos. 3, 4, 10, and 12 ("Restricted Parcels") may only be conveyed to:

- any of the Battle North Metropolitan District Nos. 1, 4;
- the Town of Minturn pursuant to the Town of Minturn's exercise of its purchase option pursuant to a separately recorded restrictive covenant;
- to another special district, governmental or quasi-governmental entity, or other public or private entity; provided, however, with respect to a conveyance of Parcel Nos. 3 or 4 only, such entity has sufficient financial capacity, as determined by the Town of Minturn in its reasonable discretion, to perform the landowner's legal obligations as Battle North, LLC's successor pursuant to the Agreement Pertaining to Acquisition for Bots Lake Reservoir dated February 9, 2021 by and among Eagle River Water and Sanitation District, Upper Eagle Regional Water Authority and Battle North, LLC; or
- if the Environmental Protection Agency ("EPA"/Colorado Department of Public Health and Environment ("CDPHE") has approved conveyance of the applicable Restricted Parcel pursuant to, and the entity acquiring a Restricted Parcel executes the consents and certifications required pursuant to Section 9 of, the Administrative Settlement Agreement and Order on Consent for Response Action and Release and Waiver of CERCLA §107(r) Lien, Docket No. CERCLA-08-2018-009.

CERTIFICATE OF OWNERSHIP

Know all men by these presents that Battle North, LLC being sole owner(s) in fee simple of all that real property situated in the Town of Minturn, Eagle County, Colorado, as described in the legal description provided hereon, containing 371.4102 acres more or less; have by these presents laid out and platted the same as shown on this plat under the name and style of BATTLE MOUNTAIN NORTH EXEMPTION PLAT, an exemption plat of lands in the Town of Minturn.

EXECUTED this _____ day of _____, A.D., 20_____.

Battle North, LLC
P.O. Box 56
64 Railroad Avenue
Minturn, CO 81654

STATE OF COLORADO)
JSS
COUNTY OF EAGLE)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____ day of _____, A.D. 20_____, by: _____.

My Commission expires _____.
Witness my hand and official seal.

Notary Public

(SEAL)

EXEMPTION PLAT BOUNDARY LEGAL DESCRIPTION:

Description of Parcel of Land Containing Exemption Parcels 1 through 5 and 9 through 16:
A parcel of land located in Sections 1, 2 and 11 of Township 6 South, Range 81 West of the Sixth Principal Meridian and Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian and consisting of the following parcels: Mineral Survey 20712 - Treasury Vault Mill Site; Mineral Survey 20712 - Gold Star Mill Site; a portion of H.E.S. #1; and Mineral Survey 20745 - Mars Mill Site; along with those portions of the following parcels situated westerly of the western right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787: Nelson Addition (Book 131 Page 76); H.E.S. #40; H.E.S. #46; and Mineral Survey 20461 - Ruby Lode; along with those portions of the following parcel situated westerly of the western right-of-way for the Union Pacific Railroad as described in the D&RGW Right-of-Way and Track Map dated June 30, 1918: Mineral Survey 19500 - Brooklyn Placer; and excepting therefrom the following parcels: the parcel described in Book 380 Page 574; the Reservoir Parcel, the Dam Parcel and the Cross Creek Parcel as described in the Special Warranty Deed Recorded at Reception No. 202203229; the Inlet Parcel as described in said Special Warranty Deed Recorded at Reception No. 202203229 and as described in the Affidavit Concerning Conflicts in Descriptions of Land and Scrivener's Errors as Recorded at Reception No. 202203221; and the Rex Flat Area as described below and depicted hereon.

Said parcel is also described as being all of Tract A as described in the Land Survey Plat titled Battle Mountain North Recorded at Reception No. 201814343, and excepting therefrom the following parcels: the Reservoir Parcel, the Dam Parcel and the Cross Creek Parcel as described in the Special Warranty Deed Recorded at Reception No. 202203229; the Inlet Parcel as described in said Special Warranty Deed Recorded at Reception No. 202203229 and as described in the Affidavit Concerning Conflicts in Descriptions of Land and Scrivener's Errors as Recorded at Reception No. 202203221; and the Rex Flats Parcel as described below and depicted hereon.

Said parcel being more particularly described as follows:

Beginning at the Southwest corner of a parcel of land described in Book 131 page 76 said point also being the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place whence the South Quarter corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place bears N 89°58'35" E a distance of 2,694.09 feet; thence the following five courses along the northwesterly boundary of said parcel described in Book 131 page 76:

1. N 00°25'54" W a distance of 59.96 feet along the west line of said Section 36;

2. N 28°13'10" E a distance of 715.35 feet;

3. N 57°23'50" E a distance of 557.58 feet;

4. N 70°47'50" E a distance of 762.18 feet;

5. N 89°56'50" E a distance of 601.19 feet to a point on said westerly right-of-way of U.S. Highway 24;

thence the following two courses along said westerly right-of-way of U.S. Highway 24:

- 57.85 feet along the arc of a non-tangent curve to the left having a radius of 756.30 feet, a central angle of 04°22'58", and the chord bears S 30°38'24" E a distance of 57.84 feet;
- S 32°47'53" E a distance of 46.35 feet to a point on the northerly boundary of a parcel of land described in a Special Warranty Deed recorded at Reception No. 201514284;

thence the following three courses along said parcel described in Reception No. 201514284:

1. S 57°17'27" W a distance of 21.85 feet;

2. S 32°42'33" E a distance of 88.54 feet;

3. N 80°39'32" E a distance of 23.97 feet to a point on said westerly right-of-way of U.S. Highway 24;

thence the following three courses along said westerly right-of-way of U.S. Highway 24:

1. S 32°47'53" E a distance of 54.60 feet;

2. 228.45 feet along the arc of a non tangent curve to the right having a radius of 2,825.00 feet, a central angle of 04°38'00", and the chord bears S 30°28'53" E a distance of 228.39 feet;

3. S 28°09'53" E a distance of 895.89 feet to a point on the easterly boundary of said parcel described in Book 131 page 76; thence along said easterly boundary S 00°10'02" W a distance of 77.04 feet to the South Quarter corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place said point also being Angle Point 1 of Homestead Entry Survey (H.E.S.) No. 46, Township 6 South, Range 81 West of the Sixth Principal Meridian; thence along line 1-2 of said H.E.S. No. 46 S 89°38'32" E a distance of 41.61 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following two courses along said westerly right-of-way of U.S. Highway 24:

1. S 28°09'53" E a distance of 149.51 feet;

2. S 27°13'59" E a distance of 807.35 feet to the point on line 1-2 of Homestead Entry Survey (H.E.S.) No. 40 Township 6 South, Range 81 West of the Sixth Principal Meridian;

thence along said line 1-2 of H.E.S. No. 40 S 21°45'15" E a distance of 1,161.84 feet to a point on line 1-2 of Mineral Survey 20461 "Ruby Lode"; thence along said line 1-2 of Mineral Survey 20461 "Ruby Lode" N 59°21'27" E a distance of 100.96 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following six courses along said westerly right-of-way of U.S. Highway 24:

1. S 24°28'39" E a distance of 31.22 feet;

2. 76.61 feet along the arc of a tangent curve to the left having a radius of 800.00 feet, a central angle of 05°29'13", and the chord bears S 27°07'29" E a distance of 76.58 feet;

3. 75.27 feet along the arc of a tangent curve to the right having a radius of 800.00 feet, a central angle of 05°23'27", and the chord bears S 27°10'27" E a distance of 75.24 feet;

4. S 24°28'39" E a distance of 57.10 feet;

5. S 24°28'39" E a distance of 79.86 feet;

6. 436.38 feet along the arc of a non tangent curve to the right having a radius of 915.00 feet, a central angle of 27°19'32", and the chord bears S 10°48'52" E a distance of 432.26 feet to a point on line 2-3 of said Mineral Survey 20461 "Ruby Lode"; thence along said 2-3 line of Mineral Survey 20461 "Ruby Lode" N 53°55'33" W a distance of 74.99 feet to a point on said line 1-2 of H.E.S. No. 40; thence along said line 1-2 of H.E.S. No. 40 S 21°45'15" E a distance of 140.75 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following six courses along said westerly right-of-way of U.S. Highway 24:

1. 282.58 feet along the arc of a non tangent curve to the right having a radius of 915.00 feet, a central angle of 16°26'33", and the chord bears S 16°31'05" W a distance of 261.68 feet;

2. S 34°44'22" W a distance of 216.35 feet;

3. S 35°45'52" W a distance of 205.41 feet;

4. S 14°36'41" W a distance of 532.15 feet;

5. S 01°19'09" E a distance of 429.27 feet;

6. S 01°29'41" W a distance of 268.53 feet to a point on line 3-4 of said H.E.S. No. 40;

thence along said 3-4 line of H.E.S. No. 40 S 33°56'45" W a distance of 246.93 feet to Angle Point 4 of said H.E.S. No. 40 said point also being Angle Point 8 of Homestead Entry Survey (H.E.S.) No. 41, Township 6 South, Range 81 West of the Sixth Principal Meridian; thence along line 7-8 of said H.E.S. No. 41 S 08°01'10" E a distance of 294.82 feet to the center of the Eagle River, said point also being on the boundary of the Rex Flats exception parcel; thence the following fifteen courses along said center of the Eagle River and boundary of the Rex Flats Exception Parcel:

1. S 98°05'40" W a distance of 123.33 feet;

2. N 88°07'29" W a distance of 508.08 feet;

3. S 76°34'22" W a distance of 74.00 feet;

4. S 40°53'40" W a distance of 200.00 feet;

5. S 33°39'49" W a distance of 356.97 feet;

6. S 38°27'21" W a distance of 172.00 feet;

7. S 19°18'51" W a distance of 106.00 feet;

8. S 07°08'39" E a distance of 140.00 feet;

9. S 24°28'40" E a distance of 132.00 feet;

10. S 11°21'54" E a distance of 374.00 feet;

11. S 16°33'40" E a distance of 326.72 feet;

12. S 15°15'49" E a distance of 154.00 feet;

13. S 02°48'58" E a distance of 158.00 feet;

14. S 39°00'16" E a distance of 132.00 feet;

15. S 53°11'20" E a distance of 209.22 feet to a point on said westerly right-of-way of the Union Pacific Railroad;

thence the following two courses along said westerly right-of-way of the Union Pacific Railroad:

1. 37.95 feet along the arc of a non tangent curve to the left having a radius of 836.49 feet, a central angle of 02°35'59", and the chord bears S 13°13'46" W a distance of 37.95 feet, said curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;

2. 47.98 feet along the arc of a tangent curve to the left having a radius of 3,919.72 feet, a central angle of 00°42'05", and the chord bears S 11°34'44" W a distance of 47.98 feet, said curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;

thence the following five courses along said westerly right-of-way of the Union Pacific Railroad, said right-of-way being parallel to and offset 25.00 feet westerly from the centerline of the western corridor of said Union Pacific Railroad:

1. S 30°39'47" W a distance of 44.76 feet;

2. 141.71 feet along the arc of a tangent curve to the left having a radius of 4,816.15 feet, a central angle of 01°41'09", and the chord bears S 29°48'12" W a distance of 141.70 feet;

3. 577.95 feet along the arc of a tangent curve to the left having a radius of 873.26 feet, a central angle of 37°55'13", and the chord bears S 10°10'11" W a distance of 567.46 feet;

4. 132.72 feet along the arc of a tangent curve to the left having a radius of 2,684.59 feet, a central angle of 02°49'57", and the chord bears S 10°21'34" E a distance of 132.70 feet;

5. S 11°46'32" E a distance of 338.53 to a point on line 5-6 of Mineral Survey 19500 "Brooklyn Placer";

thence along said line 5-6 of Mineral Survey 19500 "Brooklyn Placer" N 16°11'23" W a distance of 982.56 feet to Angle Point 6 of said Mineral Survey 19500 "Brooklyn Placer"; thence along line 6-7 of said Mineral Survey 19500 "Brooklyn Placer" N 12°07'10" W a distance of 434.47 feet to Angle Point 3 of Mineral Survey 20745 "Mars Mill Site"; thence along line 2-3 of said Mineral Survey 20745 "Mars Mill Site" N 45°47'44" W a distance of 1,091.01 feet to Angle Point 2 of said Mineral Survey 20745 "Mars Mill Site" said point also being on line 5-6 of said H.E.S. No. 41;

thence the following two courses along said H.E.S. No. 41:

1. along line 5-6 N 79°06'56" W a distance of 2,661.26 feet to Angle Point 5;

2. along line 4-5 N 38°40'30" W a distance of 209.77 feet to a point on the southern boundary of said Cross Creek Parcel as described in the Special Warranty Deed Recorded at Reception No. 202203229;

thence the following 106 courses along the boundary of said Cross Creek Parcel:

1. thence N 32°39'21" E a distance of 34.75 feet;

2. thence N 51°22'40" E a distance of 51.83 feet;

3. thence N 57°17'27" E a distance of 89.93 feet;

4. thence N 28°51'58" E a distance of 24.41 feet;

5. thence N 37°59'43" E a distance of 29.27 feet;

6. thence N 59°32'43" E a distance of 22.18 feet;

7. thence N 79°41'59" E a distance of 25.13 feet;

8. thence N 59°28'21" E a distance of 30.15 feet;

9. thence N 29°02'22" E a distance of 29.94 feet;

10. thence N 01°30'29" E a distance of 23.62 feet;

11. thence N 15°41'15" W a distance of 14.06 feet;

12. thence N 30°19'19" E a distance of 37.81 feet;

13. thence N 45°20'15" E a distance of 51.79 feet;

14. thence N 80°43'22" E a distance of 53.65 feet;

15. thence N 74°01'07" E a distance of 86.71 feet;

16. thence N 59°51'42" E a distance of 150.01 feet;

17. thence S 78°40'51" E a distance of 4.88 feet;

18. thence S 50°54'02" E a distance of 69.09 feet;

19. thence S 65°52'54" E a distance of 56.39 feet;

20. thence S 72°43'32" E a distance of 40.40 feet;

21. thence S 55°22'06" E a distance of 55.95 feet;

22. thence S 71°34'21" E a distance of 90.41 feet;

23. thence S 81°19'45" E a distance of 47.48 feet;

24. thence S 57°21'03" E a distance of 46.85 feet;

25. thence S 64°54'54" E a distance of 57.96 feet;

26. thence S 69°30'00" E a distance of 49.60 feet;

BATTLE MOUNTAIN NORTH EXEMPTION PLAT

Sixteen parcels of land located in Sections 1, 2, and 11 of Township 6 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado and Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado

3

SHEET NO.

BATTLE NORTH LLC.

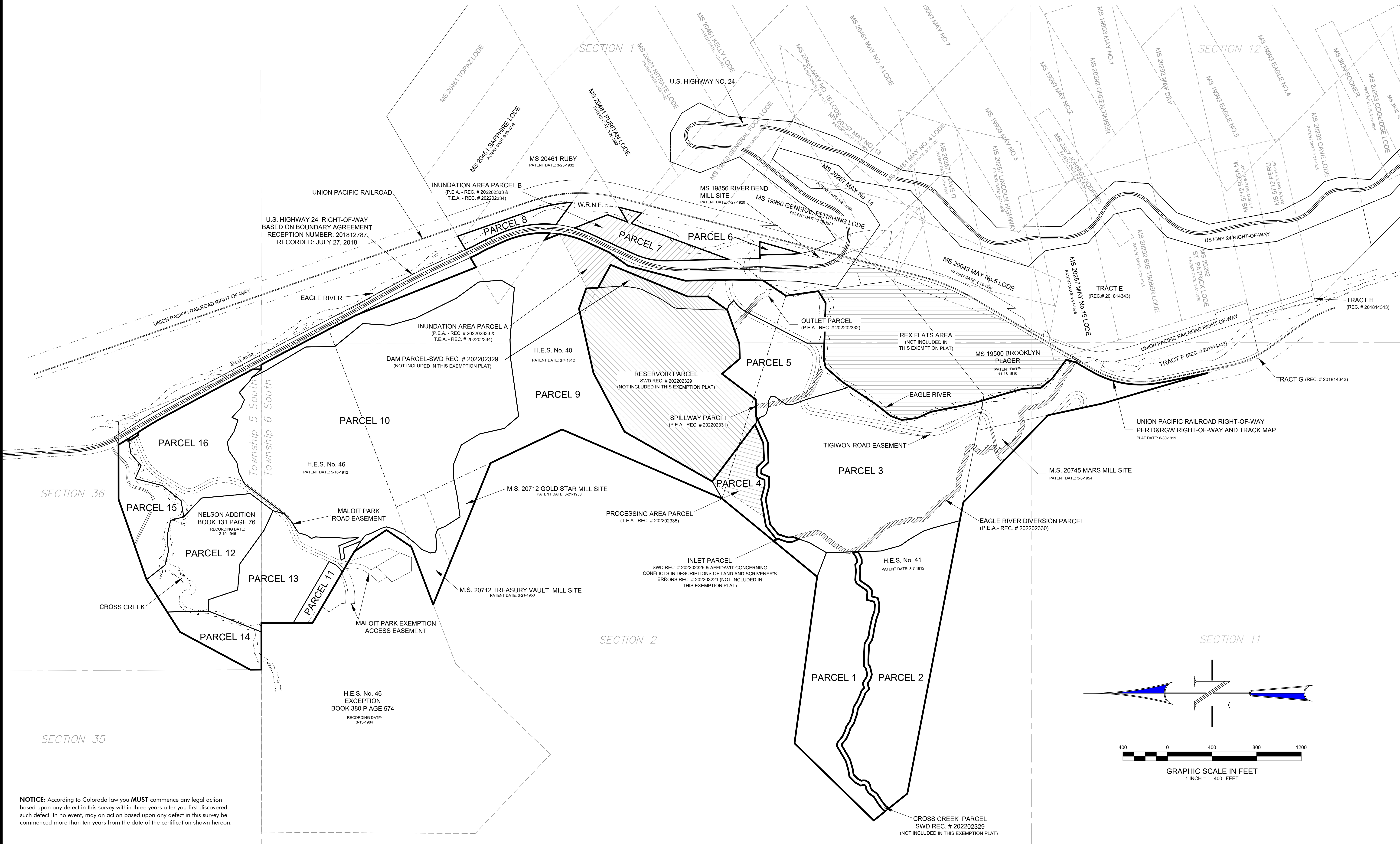
GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1001 GRAND AVE., UNIT. 003 P.O. BOX 1458 GLENWOOD SPRINGS, CO 81602



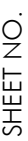
EXEMPTION PLAT

SCALE: 1" = 400'	DATE: JUNE 21, 2024	DRAWN BY: MUG
SHEET: 3 OF 12	PROJECT: 0555-04	CHKD BY: MUG
DRAWING: Example Plat Case Sheet 2020042.dwg		
DIRECTORY: E:\DWG\0555\1\2024\Exemption Plat		

REV	DATE	BY	CHKD	APD
1	4/17/2024			
Revised boundaries for Parcels 13 & 14				
REVISION				



NOTICE: According to Colorado law you **MUST** commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



BATTLE NORTH LLC.

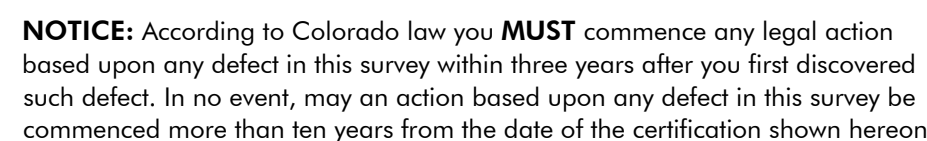


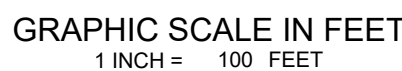
EXEMPTION PLAT

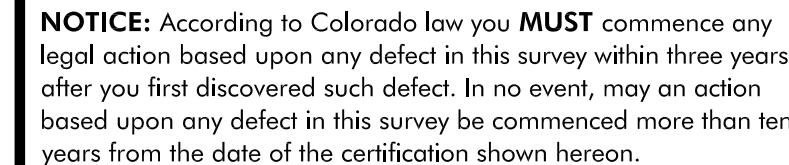
SCALE: 1" = 100'	DATE: JUNE 21, 2024	DRAWN BY: BK
SHEET: 4 OF 12	PROJECT: 05554-04	CHKD BY: MUG

DRAWING: Bottle North LLC Exemption Plan-20240624.dwg
 DIRECTORY: I:\GWWF\05554\2024-Exemption Plan\

1	4/12/2024	Revised boundaries for Parcels 13 & 14			
REV	DATE	REVISION		MADE BY	APPD BY
NO.					







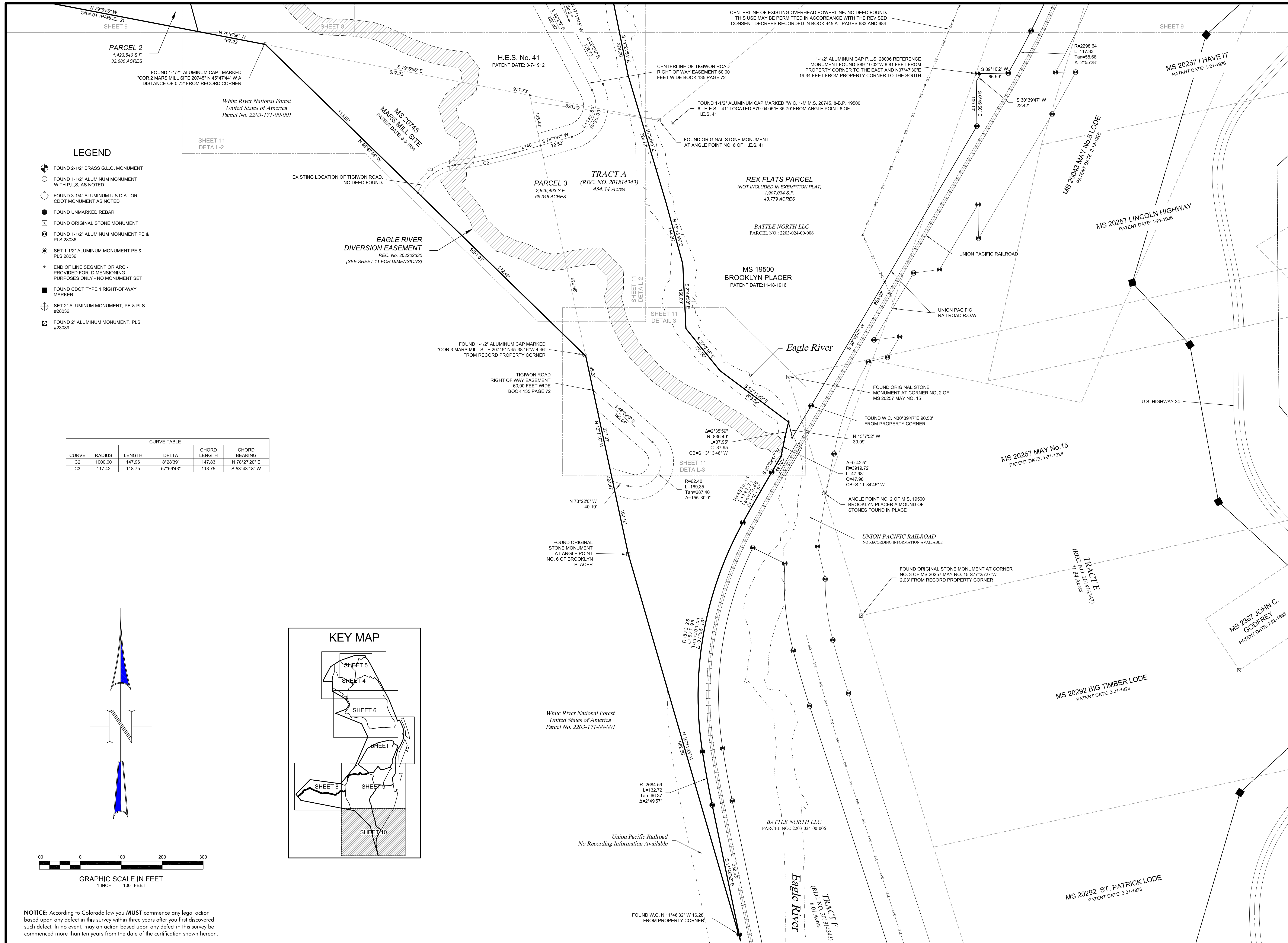
BATTLE NORTH LLC.



EXEMPTION PLAT

DATE:	JUNE 21, 2024	DRAWN BY:	MUG
PROJECT:	05554-2024	CHKD BY:	BK

DRAWING: PARCELS FOR EXEMPTION PLAT 20240624.dwg
 DIRECTORY: I:\GWINF\05554\2024-Exemption Plat\

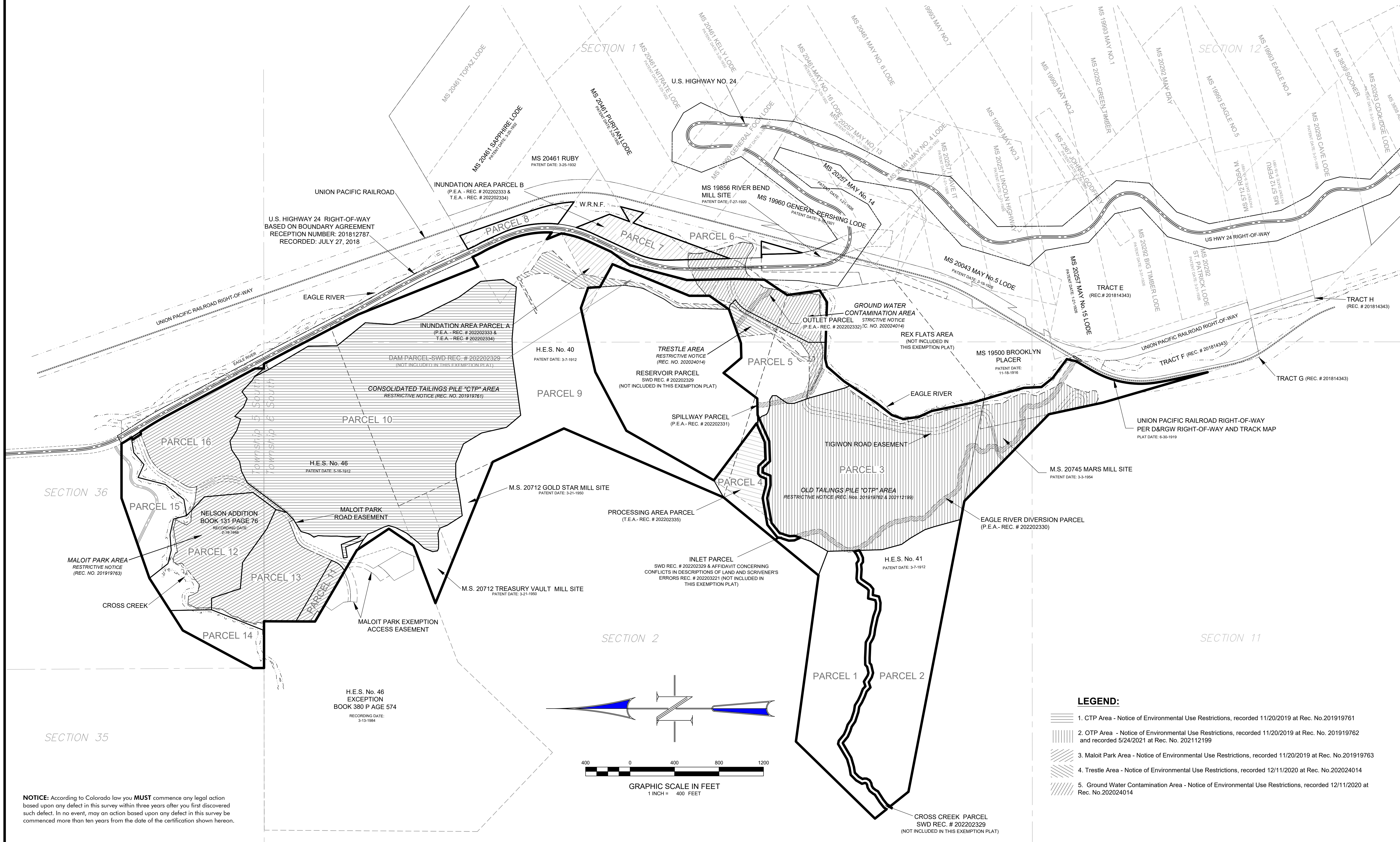
[illegible]

REV	DATE	BY	CHKD	DATE	BY	REVISION
1	4/17/2024					Revised boundaries for Parcels 13 & 14

BATTLE MOUNTAIN NORTH EXEMPTION PLAT

RESTRICTIVE NOTICE AREAS

The hatched areas of the property labeled as the Old Tailings Pile "OTP" Area, Trestle Area, Ground Water Contamination Area, Maloit Park Area, and the Consolidated Tailings Pile "CTP" Area are subject to a Notice of Environmental Use Restrictions imposed by the Colorado Department of Public Health and Environment pursuant to sections 25-15-321.5, Colorado Revised Statutes



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTENTION: MICHAEL J. SAWYER**

No Documentary Transfer Tax Payable.
Grantee is a political subdivision of the State of
Colorado. C.R.S. § 39-13-104(1)(a)

**SPECIAL WARRANTY DEED
STATUTORY FORM – C.R.S. § 38-30-113(1)(b)
(Highlands Area – Parcel Nos. 1 & 2)**

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 302 Pine Street, P.O. Box 309, Minturn, CO 81645, Attn: Town Manager, 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, 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

(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.
COUNTY 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

[Insert legal description and graphic depiction for Exemption Plat Parcel Nos. 1 and 2.]

Exhibit B
to Special Warranty Deed
Deed Restriction

DEED RESTRICTION

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may not be used: (i) as a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code in effect as of **[insert Closing Date]**); or (ii) for any industrial purpose such as manufacturing, processing, assembling, fabricating, repairing (including vehicle service or repairs), warehousing, receiving, storing, mining and related resource extraction, junkyard, or similar industrial uses. Municipal uses, such as ground mounted solar energy systems and public works facilities, are not considered industrial uses prohibited by this Deed Restriction.

Ownership and use of the Land are subject to all rights and obligations set forth in: (i) that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among Eagle River Water and Sanitation District ("**District**"), Upper Eagle Regional Water Authority ("**Authority**," and together with District, "**ERWSD**") and Grantor, dated as of February 9, 2021 ("**Reservoir Agreement**"); and (ii) that certain Special Warranty Deed recorded in the real property records of the Eagle County clerk and recorder's office on February 10, 2022 at Reception No. 202202329 conveying certain real property from Grantor to District ("**District Deed**"), as such rights and obligations relate to the Land and Cross Creek Parcel (as such term is defined and legally described in the Reservoir Agreement and District Deed), and specifically including such rights and obligations related to the Relocation and Reserved Easements (as such terms are defined in Exhibit B of the District Deed).

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)

1. [Special Warranty Deed recorded in the real property records of the Eagle County clerk and recorder's office on February 10, 2022 at Reception No. 202202329 conveying certain real property from Grantor to District.]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTN: MICHAEL J. SAWYER

No Documentary Transfer Tax Payable.
Grantee is a political subdivision of the State of
Colorado. C.R.S. § 39-13-104(1)(a)

RELOCATABLE PERPETUAL ACCESS EASEMENT AGREEMENT (Highlands – Parcels 1 and 2)

THIS RELOCATABLE PERPETUAL ACCESS EASEMENT AGREEMENT (Highlands – Parcels 1 and 2) (this “**Agreement**”) is made and entered into as of this ____ day of September, 2024 (“**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): Battle North, LLC, a Georgia limited liability company (together with its successors and assigns, “**Grantor**”), and the Town of Minturn, Colorado, a home rule municipal corporation (together with its successor and assigns, “**Grantee**”).

RECITALS

This Agreement is made with respect to the following facts:

A. Grantor processed and obtained approval of the Battle Mountain North Exemption Plat recorded in the real property records of the Eagle County clerk and recorder’s office (“**Record(ed)(ing)**”) contemporaneously with the Effective Date (the “**Exemption Plat**”).

B. Grantor is the fee simple owner of Parcel 3 of the Exemption Plat (“**Parcel 3**”) and Parcel 4 of the Exemption Plat (“**Parcel 4**,” and together with Parcel 3, “**Grantor Property**”).

C. Grantee is the fee simple owner of Parcels 1 and 2 of the Exemption Plat (“**Grantee Property**”).

D. The Grantor Property is subject to certain restrictions and requirements (“**Agencies Requirements**”) imposed by the United States Environmental Protection Agency (“**EPA**”) and/or the Colorado Department of Public Health and Environment (“**CDPHE**” and, collectively with the EPA, “**Agencies**”) pursuant to the Administrative Order on Consent for Response Action and Release and Waiver of CERCLA Lien, Docket No. CERCLA 08-2018-0009 (“**AOC**”) and the Notice of Environmental Use Restrictions imposed by CDPHE pursuant to C.R.S. Section 25-15-321.5 Recorded on November 20, 2019 at Reception No. 201919762 and May 24, 2021 at Reception No. 202112199 (collectively, “**Restrictive Notice**”). The Agencies provisionally approved that certain Project Delivery Method dated December 2021 (the “**OTP Work Plan**”) and may approve other work plans for remediation or other activities on the Grantor Property following the Effective Date (“**Work Plan(s)**”).

E. The Grantor Property is subject to certain terms and conditions of that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir Project by and among the Eagle River Water & Sanitation District, Upper Eagle Regional Water Authority (collectively,

“**District/Authority**”), and Battle North, LLC (“**Reservoir Agreement**”), including but not limited to the District/Authority’s acquisition of certain Property Interests (as defined in the Reservoir Agreement) that are subject to relocation and other terms and conditions of that certain special warranty deed Recorded on February 10, 2022 at Reception No. 202202329, and that certain Perpetual Easement Agreement (Eagle River Parcel) Recorded on February 10, 2022 at Reception No. 202202330 (collectively, “**Reservoir Instruments**”).

F. Grantee has reviewed and conducted due diligence to its satisfaction with respect to encumbrances of record that affect title to the Grantor Property, including the Restrictive Notice and the Reservoir Instruments (“**Title Matters**”), and also with respect to the AOC and the Reservoir Agreement.

G. Tigiwon Road provides the Grantor Property with legal and physical access to and from US Highway 24.

H. In connection with the Recording of the Exemption Plat and to provide the Grantee Property with legal and physical access from Tigiwon Road to the Grantee Property, Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, a non-exclusive, relocatable, perpetual access easement over, across and through a portion of the Grantor Property subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Perpetual Easement; Easement Area. Subject to the Title Matters, the AOC, Restrictive Notice, Reservoir Agreement, and Reservoir Instruments, Grantor hereby grants, bargains, sells and conveys to Grantee, for its use and the use of its employees, contractors, subcontractors and consultants (“**Grantee’s Permittees**”) the following easements (collectively, the “**Perpetual Easement**”):

(a) a non-exclusive, relocatable, perpetual easement over, across and through the portion of the Grantor Property that is 25 feet on either side of the centerline of the existing road (the “**Northern Easement Area**”), as depicted in Exhibit A; and

(b) a non-exclusive, relocatable, perpetual easement over, across and through the portion of the Grantor Property that is 100 feet from the Parcel 3 southerly property line (the “**Southern Easement Area**,” and together with the **Northern Easement Area**, the “**Easement Area**”), as depicted in Exhibit A.

2. Permitted Uses. Provided that such activities are in all cases subject to the terms, conditions and restrictions imposed pursuant to the AOC, Restrictive Notice, Reservoir Agreement, Reservoir Instruments, and the Title Matters, the scope of Grantee’s and Grantee’s Permittee’s permitted use of the Easement Area and enjoyment of the Perpetual Easement is limited to the following (“**Permitted Uses**”):

(a) At Grantee's sole cost and expense, Grantee's planning, design, construction, operation, maintenance, repair, replacement and, if applicable pursuant to Section 4, relocation of roadways, pedestrian crossings, sidewalks, trails, bike paths, and utilities to serve Grantee Property.

(b) In connection with the foregoing, a right of vehicular (motorized and non-motorized) and pedestrian ingress and egress, including construction vehicles, for the transport of personnel, maintenance materials and equipment to and from the Grantee Property and, as when and subject to such terms as Grantee may establish, such access may be open for public use.

(c) Vehicular ingress and egress for access to and from the Grantee Property.

(d) To impose rules and regulations on the use of roadways, pedestrian crossings, sidewalks, trails, and bike paths constructed by Grantee in order to promote public safety and prevent harm to Grantee's infrastructure, including limitations on points of access and weights of vehicles.

(e) Grantee's performance of its restoration obligations pursuant to Section 7.

3. Reserved Uses. Grantor reserves for itself and for Grantor's employees, contractors, subcontractors and consultants, the right to use the Easement Area and to grant further easements and other interests in (for the limited purposes of planning, design, construction, operation, maintenance, repair, replacement of utilities serving Grantor's Property and Exemption Plat Parcels 7, 9, 13, 14, 15 and 16 (collectively, the "**Battle Retained Parcels**")) together with implementation of the Reservoir Agreement, the AOC the Restrictive Notice, OTP Work Plan, Work Plan(s), and other Agencies Requirements, and permit others to use, the Easement Area so long as such grants and uses do not unreasonably interfere or conflict with Grantee's exercise of its rights to undertake and engage in the Permitted Uses (collectively, the "**Reserved Uses**"). The Reserved Uses include but are not limited to Grantor's performance of its obligations pursuant to the Reservoir Agreement that require activities within the Easement Area, if any, and Grantor's construction, ownership, operation, maintenance, repair and replacement of existing and to-be-constructed utilities, roads, pedestrian crossings, sidewalks, bike paths and similar improvements for the use and benefit of the Battled Retained Parcels. The Reserved Uses will be subject to the Town of Minturn's rules and regulations after such time that Grantee constructs a permanent gravel or paved roadway in the Easement Area. With respect to activities undertaken pursuant to the Reservoir Agreement, the Town of Minturn's rules and regulations may determine points of access and mitigation of impacts to the roadway in the Easement, but will not preclude access by Grantor or the District/Authority for such Reservoir Agreement activities.

4. Relocation.

(a) If applicable, to the extent and at such time as may be warranted in connection with Grantor's performance of its remediation obligations pursuant to the Reservoir Agreement, the AOC, OTP Work Plan, and/or other Agencies Requirements within the Easement Area or in connection with the District/Authority's final "as built" location of the Eagle River Parcel (as defined in the Reservoir Agreement) pursuant to the

terms of the Reservoir Agreement, the Parties will cooperate to relocate the Easement Area by executing, delivering and Recording an amendment to this Agreement that replaces and supersedes the Easement Area legal description and graphic depiction originally attached to this Agreement with an amended Exhibit A that reflects relocation and modification of the Easement Area based on final engineering designs for the Reservoir Project (as defined in the Reservoir Agreement), development of the Grantee Property, and related considerations.

(b) Following Grantee's completion of the construction of any improvements permitted pursuant to Section 2(a), Grantor and Grantee will by mutual agreement execute and Record an amendment to this Agreement which modifies and narrows the Easement Area to correspond to the final "as built" locations, configurations and legal descriptions based on the final engineering designs for such improvements.

5. Cooperation. Grantee, in the conduct of the Permitted Uses, and Grantor, in the conduct of the Reserved Uses, will in good faith coordinate their respective activities within the Easement Area. If and when applicable, the Parties will in good faith cooperate to mutually agree to the amended legal description and graphic depiction for relocation of the Easement Area pursuant to Section 4 above.

6. Review of Grantee Improvements. Grantor's performance of its remediation obligations pursuant to the Reservoir Agreement, AOC, OTP Work Plan, and/or other Agencies Requirements within the Easement Area may disrupt Grantee's Permitted Uses within the Easement Area and any improvements constructed by Grantee within the Easement Area prior to Grantor's performance of such remediation obligations. To minimize impacts to Grantee's roadway constructed within the Easement Area from Grantor's performance of its remediation obligations pursuant to the Reservoir Agreement, AOC, OTP Work Plan, and/or other Agencies Requirements within the Easement Area, Grantee must submit plans for the installation of any improvements within the Easement Area for Grantor's review and comment (which comments will be provided to Grantee within 30 calendar days of transmittal of the plans to Grantor). Grantee will take Grantor's comments into account in finalizing plans for installation of improvements.

7. Restoration. Promptly upon completion of any construction or other activities, Grantor (with respect to its Reserved Uses) and Grantee (with respect to the Permitted Uses) will restore the Easement Area, and any improvements therein which are the other Party's property, to the condition as existed prior to such Party's entry thereon, except as necessarily modified for the Reserved Uses or Permitted Uses (as applicable), and will repair any damage resulting from entry on the Easement Area in connection with this Agreement. The Party having such obligation hereunder will reimburse the other Party on demand for all expenses such Party incurs in repairing any damage resulting directly from activities pursuant to this Agreement if such obligated Party does not promptly repair such damage.

8. Compliance with Laws. Each Party, at its sole cost and expense, will comply with all federal, state and local requirements, regulations, ordinances and laws (including the Agencies Requirements) regarding the Permitted Uses or the Reserved Uses, as applicable, conducted within the Easement Area, and will be solely responsible for any fines, fees or costs relating to the same. Without limiting the foregoing, such Party will be solely responsible, at its expense, to obtain all

necessary governmental approvals relating to the Permitted Uses or the Reserved Uses, as applicable, including, but not limited to any necessary governmental approvals related to the AOC, Restrictive Notice, OTP Work Plan, Work Plan(s), or other Agencies' Requirements.

9. Insurance.

(a) Grantee will, at no cost or expense to Grantor: (i) cause Grantor to be named an additional insured on a primary non-contributory basis under its policy of commercial general liability insurance (or equivalent), in an amount not less than the limits under the Colorado Governmental Immunity Act, which are currently (I) \$424,000 for each occurrence, and (II) \$1,195,000 in the general aggregate, against claims for bodily injury, personal injury, advertising injury, death or property damage, occurring in, on or about the Easement Area; and (ii) require its contractors and other third parties who enter the Easement Area pursuant to the Permitted Uses to (A) cause Grantor 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) \$1,000,000 for each occurrence, (II) \$1,000,000 for personal injury, and (III) \$2,000,000 in the general aggregate; and (B) procure and maintain workers' compensation coverage, meeting the statutory requirements of the State of Colorado. Prior to initial entry upon the Easement Area, and annually thereafter, Grantee will cause written evidence to be delivered to Grantor of such insurance coverages being in effect and cause such coverages to remain in effect at all times during the term of this Agreement.

(b) Grantor will, at no expense to Grantee : (i) cause Grantee to be named an additional insured under its policy of commercial general liability insurance (or equivalent), in an amount not greater than the limits under the Colorado Governmental Immunity Act, which are currently (I) \$424,000 for each occurrence, and (II) \$1,195,000 in the general aggregate, against claims for bodily injury, personal injury, advertising injury, death or property damage, occurring in, on or about the Easement Area; and (ii) require its contractors who enter the Easement Area pursuant to the Permitted Uses to (A) cause Grantee 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) \$1,000,000 for each occurrence, (II) \$1,000,000 for personal injury, and (III) \$2,000,000 in the general aggregate; and (B) if a contractor with employees, procure and maintain workers' compensation coverage, meeting the statutory requirements of the state of Colorado; and (iii) cause Grantee to be named an additional insured with respect to the Easement Area on Grantor's Beazley Eclipse Enviro Covered Location Insurance Policy No. W2E64E210101, and any renewal or replacement thereof purchased by Grantor. On the Effective Date, and annually thereafter, Grantor will cause written evidence to be delivered to Grantee of such insurance coverages being in effect and cause such coverages to remain in effect at all times during the term of this Agreement.

(c) The Party's compliance with this Section 9 will terminate: (x) as to Parcel 3, if and at such time that Grantee becomes the fee simple owner of Parcel 3; and (y) as to Parcel 4, if and at such time that Grantee becomes the fee simple owner of Parcel 4.

10. Indemnity. Solely to the extent arising directly from Grantee's conduct of the Permitted Uses, or directly from Grantor's conduct of the Reserved Uses, as applicable, each Party will, to the extent permitted by law, indemnify, defend, and hold harmless the other Party from any and all claims, demands, liens, costs, expenses, damages and liabilities, including reasonable attorneys' fees and costs, that are asserted against the indemnified Party, the Easement Area or the indemnified Party's improvements located within the Easement Area, or which the indemnified Party may suffer or incur, to the extent arising out of any claims for property damage or personal injury, or claims from materialmen or laborers. Grantee's compliance with this Section 10 will terminate: (i) as to Parcel 3, if and at such time that Grantee becomes the fee simple owner of Parcel 3; and (ii) as to Parcel 4, if and at such time that Grantee becomes the fee simple owner of Parcel 4.

11. Easement Area "As Is". Grantor disclaims and makes no representations or warranties, expressed or implied, regarding the Easement Area as of the Effective Date or thereafter, including but not limited to physical condition and suitability for the Permitted Uses for which Grantee may enter upon or occupy the Easement Area. Grantee is accessing the Easement Area and using the Perpetual Easement based on the "AS IS" physical condition, "WITH ALL FAULTS." Grantee accepts the Perpetual Easement and the Easement Area subject to the Reserved Uses, other terms, conditions and limitations set forth in this Agreement, all matters of record and other matters of which Grantee has actual knowledge as of the Effective Date, including but not limited to easements, rights of way, reservations, covenants, agreements and instruments affecting the Easement Area.

12. Mutual Release. The Parties, each for itself and its respective successors and assigns, hereby releases the other Party and its agents, employees, officers, directors, shareholders, partners, members, managers, contractors and representatives ("**Released Parties**") from, and waives any and all causes of action or claims against any of such persons for any and all current and future claims and demands, including claims for liens, costs, expenses, damages and liabilities, and reasonable attorneys' fees and costs, arising out of Hazardous Materials (defined below) existing in, on, under or around the Easement Area. Nothing in the foregoing will be interpreted to release Released Parties from, or waive, such claims or causes of action to the extent Hazardous Materials were introduced to the Easement Area by Released Parties on or after the Effective Date or exacerbated by the negligence or intentional misconduct of such persons, or arise out of such persons' failure to comply with the Restrictive Notices, the AOC (as applicable to Grantor), or Environmental Law (defined below). As used in this Section 12:

(a) "**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 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).

(b) “**Environmental Laws**” means all laws, rules and regulations, as well as all agreements between the Agencies and Grantor 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.

13. Mechanics’ Liens. Grantee will not cause or allow any mechanics’ or materialmen’s liens to be filed against the Easement Area or any adjacent property owned by Grantor as a result of any work performed or material furnished on behalf of Grantee (a “**Lien**”). If a Lien is filed as a result of work authorized by Grantee, Grantee will, at its sole cost and expense, cause the Lien to be discharged or bonded off of record not later than 45 days after Grantee’s receipt of notice of the filing of such Lien. If such Lien is not discharged or bonded off of record within such 45 days, Grantor may, but will have no obligation to, defend, prosecute or pursue any action that Grantor deems reasonably necessary to discharge the Lien, and Grantee will, to the extent permitted by law, reimburse Grantor’s out-of-pocket expenses incurred in connection therewith upon demand therefor by Grantor, subject to Grantor’s delivery to Grantee of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses. The provisions of this Section 13 will survive termination of this Agreement for a period of one year.

14. Default; Remedies. If a defaulting Party does not cure a default in the performance of its obligations under this Agreement within 15 days after written notice of such default from the non-defaulting Party (or in the case of a default that would reasonably take more than 15 days to cure, if the defaulting Party will fail to undertake substantial action to cure such default within such 15 days after written notice of default and thereafter diligently pursue completion of such cure), the non-defaulting Party will have all remedies that may be available to it in law or equity.

15. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable Party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third (3rd) business day after it is mailed. All such notices or other communications will be addressed as follows:

If to Grantor: Battle North, LLC
 164 Railroad Ave. [Physical]
 P.O. Box 56 [mailing]
 Minturn, CO 81645
 Attention: Tim McGuire
 Telephone: 802.473.0275
 Email: tmcguire@acpcommunities.com

with required copies to: Crave Real Estate
 3500 St. Jacques
 Montreal, Quebec, Canada H4c1h2
 Attention: Lorne Bassel
 Telephone: 514.940.1199
 Email: lbassel@craverealestate.com

ACP Communities, LLC
 3284 Northside Parkway NW, Suite 570
 Atlanta, Georgia 30327
 Attention: Amy Wilde
 Telephone: 404.334.0450
 Email: awilde@acpcommunities.com

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
 950 17th Street, Suite 1600
 Denver, CO 80202
 Attention: Munsey Ayers [020665-0009]
 Telephone: 303.575.7555
 Email: munsey@ottenjohnson.com

If to Grantee: Town of Minturn
 302 Pine Street
 P.O. Box 309
 Minturn, CO 81645
 Attention: Town Manager
 Telephone: (970) 827-5645
 Email: manager@minturn.org

with a required copy to: Karp Neu Hanon PC
 201 14th Street, Suite 200
 P.O. Box 2030
 Glenwood Springs, CO 81602
 Attn: Michael J. Sawyer, Esq. (Minturn Town Attorney)
 Telephone: (970) 945-2261
 Email: mjs@mountainlawfirm.com

A Party may change its address or contact information by the giving of written notice to the other Party in accordance with this Section 1515.

16. No Owner or Operator Status. The grant of the Easement herein is NOT intended nor will it be deemed or construed to grant or provide to Grantee “owner” or “operator” status with respect to the Grantor Property as such terms are defined in CERCLA § 101, 42 U.S.C. § 9601.

17. Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, will be 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 under this Agreement. Any person other than the Parties or their successors and assigns, receiving services or benefits under this Agreement will be deemed to be an incidental beneficiary only.

18. Attorneys’ Fees. If any legal proceeding is commenced to enforce or interpret any provision of this Agreement, the substantially prevailing Party in such suit will be entitled to recover its reasonable attorneys’ fees and expenses from the non-prevailing Party. The provisions of this Section 18 will survive the term of this Agreement.

19. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any legal proceeding to enforce or interpret this Agreement will be in the state district court for Eagle County, Colorado.

20. Binding Effect; Recordation. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Grantee may, at its expense, Record this Agreement and, upon such recordation, this Agreement will run with title to the Easement Area.

21. Entire Agreement; Modification. This Agreement sets forth the entire understanding between the Parties regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement will not be amended except by written instrument signed by all Parties.

22. Headings. The headings which appear in the Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

23. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. The facsimile or pdf signature of any Party on this Agreement (and on any instrument required or permitted to be delivered to a Party pursuant to this Agreement) will be deemed an original for all purposes.

[Signature Pages and Exhibits Follow this Page]

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

GRANTOR:

Battle North, LLC,
a Georgia limited liability company

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

By: _____
Name: Lorne Bassel
Title: President

PROVINCE OF _____)
) ss:
 CITY OF _____)

BE IT REMEMBERED, that on this ____ day of September, 2024, 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:

GRANTEE:

Town of Minturn,
a municipal corporation of the State of Colorado

By: _____
Name: _____
Title: Mayor

ATTESTED by:

By: _____
Town Clerk

APPROVED as to legal form:

By: _____
Town Attorney

EXHIBIT A

Graphic Depiction of Easement Area

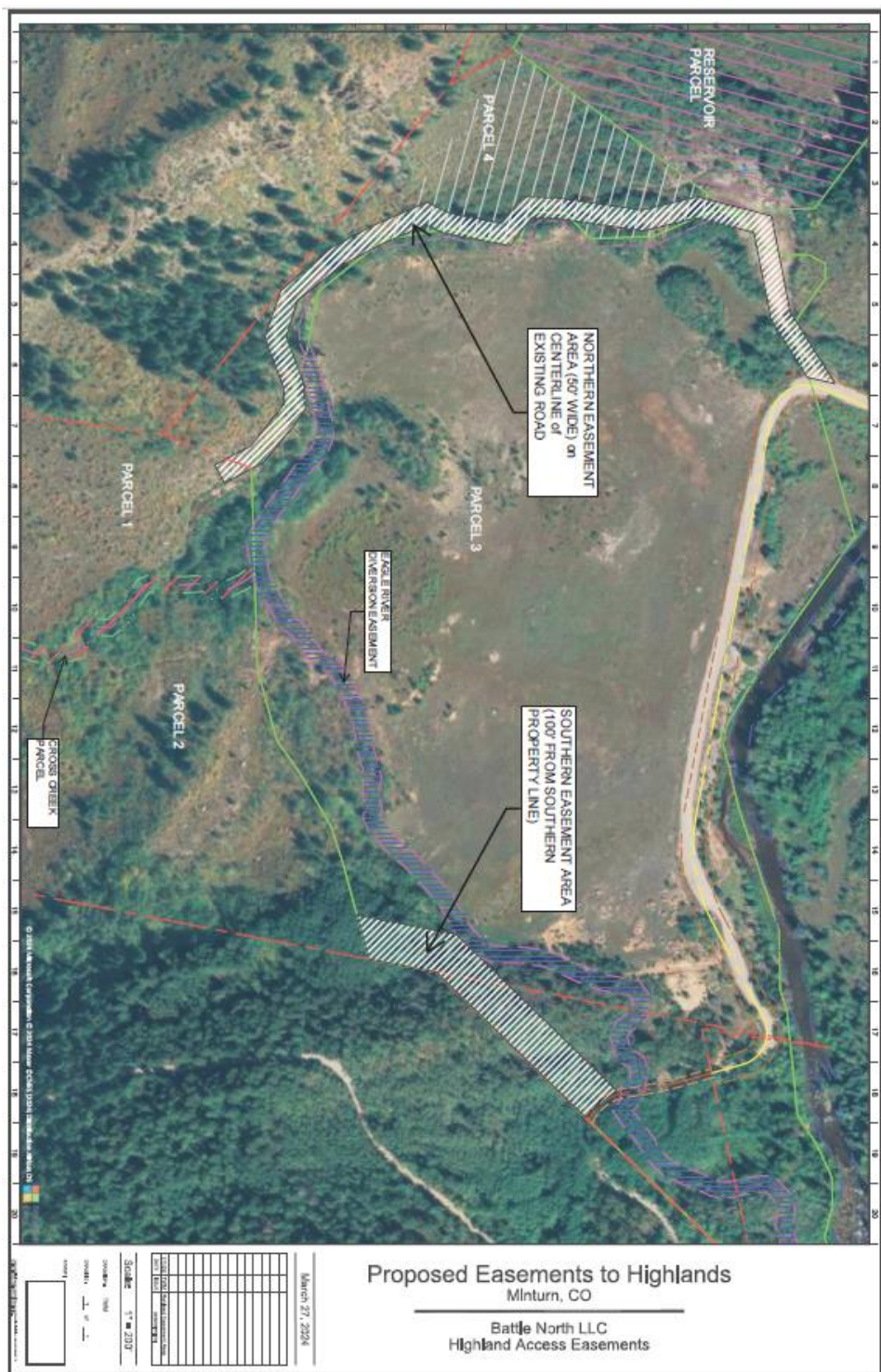


Exhibit A
Relocatable Perpetual Access Easement Agreement
(Highlands – Parcels 1 and 2)
Page 1

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTENTION: MICHAEL J. SAWYER**

No Documentary Transfer Tax Payable.
Grantee is a political subdivision of the State of
Colorado. C.R.S. § 39-13-104(1)(a)

**SPECIAL WARRANTY DEED
STATUTORY FORM – C.R.S. § 38-30-113(1)(b)
(Reservoir South Area – Parcel No. 5)**

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 302 Pine Street, P.O. Box 309, Minturn, CO 81645, Attn: Town Manager, 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 easement 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

(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.
COUNTY 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

[Insert legal description and graphic depiction for Exemption Plat Parcel No. 5.]

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 access, 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 portion of the Land that comprises Tigiwon Road 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 Easement 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.

Grantor and Grantee will modify and narrow the general, blanket Reserved Easement described above 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. 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

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may not be used: (i) as a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code in effect as of **[insert Closing Date]**); or (ii) for any industrial purpose such as manufacturing, processing, assembling, fabricating, repairing (including vehicle service or repairs), warehousing, receiving, storing, mining and related resource extraction, junkyard, or similar industrial uses. Municipal uses, such as ground mounted solar energy systems and public works facilities, are not considered industrial uses prohibited by this Deed Restriction.

Ownership and use of the Land are subject to all rights and obligations set forth in: (i) that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among Eagle River Water and Sanitation District ("**District**"), Upper Eagle Regional Water Authority ("**Authority**," and together with District, "**ERWSD**") and Grantor, dated as of February 9, 2021 ("**Reservoir Agreement**"); (ii) that certain Perpetual Easement Agreement between Grantor and District recorded in the real property records of the Eagle County clerk and recorder's office on February 10, 2022 at Reception No. 202202331 conveying certain perpetual easement rights from Grantor to District ("**Spillway Parcel Easement**"); and (iii) that certain Perpetual Easement Agreement between Grantor and District recorded in the real property records of the Eagle County

clerk and recorder's office on February 10, 2022 at Reception No. 202202332 conveying certain perpetual easement rights from Grantor to District ("**Outlet Parcel Easement**"), as such rights and obligations relate to the Land, Spillway Parcel (as such term is defined and legally described in the Reservoir Agreement), and Outlet Parcel (as such term is defined and legally described in the Reservoir Agreement), specifically including such rights and obligations related to the Reserved Uses and Relocation (as such terms are defined in the Spillway Parcel Easement and Outlet Parcel Easement).

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)

1. [Perpetual Easement Agreement between Battle North, LLC and Eagle River Water and Sanitation District recorded in the real property records of the Eagle County clerk and recorder's office on February 10, 2022 at Reception No. 202202331.]
2. [Perpetual Easement Agreement between Battle North, LLC and Eagle River Water and Sanitation District recorded in the real property records of the Eagle County clerk and recorder's office on February 10, 2022 at Reception No. 202202332.]

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTENTION: MICHAEL J. SAWYER**

No Documentary Transfer Tax Payable.
Grantee is a political subdivision of the State of
Colorado. C.R.S. § 39-13-104(1)(a)

**SPECIAL WARRANTY DEED
STATUTORY FORM – C.R.S. § 38-30-113(1)(b)
(Highway 24 Parcels – Parcel Nos. 6 & 8)**

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 whose street address is 302 Pine Street, P.O. Box 309, Minturn, CO 81645, Attn: Town Manager, 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, 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

(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.
COUNTY 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

[Insert legal description and graphic depiction for Exemption Plat Parcel Nos. 6 and 8.]

Exhibit B
to Special Warranty Deed
Deed Restriction

DEED RESTRICTION

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may not be used: (i) as a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code in effect as of **[insert Closing Date]**); or (ii) for any industrial purpose such as manufacturing, processing, assembling, fabricating, repairing (including vehicle service or repairs), warehousing, receiving, storing, mining and related resource extraction, junkyard, or similar industrial uses. Municipal uses, such as ground mounted solar energy systems and public works facilities, are not considered industrial uses prohibited by this Deed Restriction.

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)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTENTION: MICHAEL J. SAWYER**

No Documentary Transfer Tax Payable.
Grantee is a political subdivision of the State of
Colorado. C.R.S. § 39-13-104(1)(a)

**SPECIAL WARRANTY DEED
STATUTORY FORM – C.R.S. § 38-30-113(1)(b)
(Rec Center Parcel – Parcel No. 11)**

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 302 Pine Street, P.O. Box 309, Minturn, CO 81645, Attn: Town Manager, 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, 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

(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.
COUNTY 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

[Insert legal description and graphic depiction for Exemption Plat Parcel No. 11.]

Exhibit B
to Special Warranty Deed
Deed Restriction

DEED RESTRICTION

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may not be used as a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code in effect as of **[insert Closing Date]**). This restriction shall not be interpreted to prohibit Community Facilities, Community-Oriented Building/Facility/Use, or Recreational Facility uses by Grantee that may include elements of a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code.

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may only be used for the following uses (as such terms are defined in Section 16-2-20 of the Minturn Town Code in effect as of **[insert Closing Date]**): Amusements, Community Facilities, Community-Oriented Building/Facility/Use, Day Care Center, Recreational Facility, Studio and Education Facilities for Arts and Crafts, and up to three Caretaker or employee housing Units.

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)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTN: MICHAEL J. SAWYER

Pursuant to C.R.S. § 39-13-104(1)(a),
 No Documentary Transfer Tax Payable.

**POST-SETTLEMENT AGREEMENT
 (Rec Center Parcel – Parcel No. 11)**

THIS POST-SETTLEMENT AGREEMENT (Rec Center Parcel – Parcel No. 11) (this “**Agreement**”) is made and entered into as of this ____ day of September, 2024 (“**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): Battle North, LLC, a Georgia limited liability company (together with its successors and assigns, “**Battle North**”), and the Town of Minturn, Colorado, a home rule municipal corporation (the “**Town**”).

RECITALS

This Agreement is made with respect to the following facts:

A. Battle North is the fee simple owner of Parcel 11, Battle Mountain North Exemption Plat recorded in the real property records of the Eagle County clerk and recorder’s office (“**Record(ed)(ing)**”) contemporaneously with the Effective Date (“**Parcel 11**”).

B. The Parties have entered into that certain Settlement Agreement dated September 6, 2023, approved by Minturn Town Council pursuant to Resolution 25 – Series 2023 (“**Settlement Agreement**”), to settle a case known as *Town of Minturn v. Battle One Developer, LLLP et al.*, Eagle County District Court Case No. 2022CV30050 (“**Litigation**”). Among other things, the Settlement Agreement requires Battle North to convey fee title interest in the “Town Parcels” (defined in the Settlement Agreement) to the Town. Parcel 11 is a Town Parcel under the Settlement Agreement.

C. The Settlement Agreement contemplated that Battle North would convey fee title to Parcel 11 to the Town as part of the Settlement (defined in Recital O of the Settlement Agreement) implementation and Closing (defined in Section 7 of the Settlement Agreement) (together, the “**Settlement Implementation**”). The Settlement Implementation occurred contemporaneously with the Effective Date.

D. However, Battle North did not convey fee title to Parcel 11 to the Town at the time of Settlement Implementation because the Town does not want to receive fee title to Parcel 11 until the Remediation (defined in Recital G) is complete and the Agencies (defined in Recital E) issue the Remediation Certification (defined in Recital G) for Parcel 11.

E. Battle North and/or Parcel 11 are subject to certain restrictions and requirements (“**Agencies Requirements**”) imposed by the United States Environmental Protection Agency (“**EPA**”) and/or the Colorado Department of Public Health and Environment (“**CDPHE**” and, collectively with the EPA, “**Agencies**”) pursuant to the Administrative Order on Consent for Response Action and Release and Waiver of CERCLA Lien, Docket No. CERCLA 08-2018-0009

(“**AOC**”) and the Notice of Environmental Use Restrictions imposed by CDPHE pursuant to C.R.S. Section 25-15-321.5 Recorded on November 20, 2019, at Reception No. 201919763 (“**Restrictive Notice**”).

F. As of the Effective Date, the Restrictive Notice does not allow any uses on Parcel 11. However, the EPA issued that certain letter to the Town dated July 1, 2024, regarding Bona Fide Prospective Purchase Considerations, Eagle Mine Superfund Site, Eagle County (the “**Comfort/Status Letter**”), which provides, among other terms and conditions, that “[Parcel 11] currently has a [Restrictive Notice] prohibiting all potential uses . . . However, after Remedial Work is completed and the [Restrictive Notice] is modified, the Town’s proposed potential uses for ‘community and recreational uses’ that may include the construction of buildings and other structures, are not incompatible with the anticipated future use restrictions for [Parcel 11].”

G. As of the Effective Date, Battle North is processing a work plan with the Agencies to facilitate cleanup and remediation of Parcel 11 (“**Work Plan**”) as provided in the AOC or the Restrictive Notice. The Agencies’ issuance of a Certification of Completion upon remediation of Parcel 11 in accordance with the Work Plan (the “**Remediation Certification**”), will constitute evidence that all appropriate and required response actions for Parcel 11 have been implemented and the releases of hazardous substances pose no significant threat to public health, welfare or the environment (the “**Remediation**”).

H. The Town has reviewed and conducted initial due diligence with respect to encumbrances of record that affect title to Parcel 11, including the Restrictive Notice (“**Title Matters**”), and also with respect to the AOC. The Town may perform future due diligence following the Agencies’ issuance of the Remediation Certification in accordance with the terms and conditions set forth in this Agreement.

I. The Parties have agreed to postpone the conveyance of Parcel 11 to allow Battle North time in which to complete the Remediation and receive the Remediation Certification upon the terms and conditions provided in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1 Recitals

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated in and made substantive provisions of this Agreement.

Article 2 Remediation

2.1 Battle North's Remediation. Battle North will have the time period from and after the Effective Date until the day that is five (5) years after the Effective Date in which to complete the Remediation and obtain the Agencies' issuance of the Remediation Certification.

2.2 Post-Remediation Cooperation. Following the Agencies' issuance of the Remediation Certification and upon the Town's written request, Battle North will, at no out-of-pocket cost to Battle North, in good faith diligently cooperate with the Town to request the Agencies: (a) remove Parcel 11 from the EPA's National Priorities List ("NPL"); and (b) request a modification to the Restrictive Notice to allow community and recreational uses and the construction of buildings and other structures (collectively, "**Town's Intended Use**") on Parcel 11; provided, however, any additional remediation work or governmental approvals (beyond the work completed as part of the Remediation Certification) necessary for the Agencies to remove Parcel 11 from the NPL and approve such modification and/or to implement the Town's Intended Use will be the sole responsibility of the Town and at the Town's sole cost and expense.

Article 3 Conveyance of Parcel 11

3.1 Conveyance. The Town will have the time period from and after the date the Agencies issue the Remediation Certification until such date that is two (2) years later ("**Conveyance Term**") to complete its due diligence investigations of the Property and notify Battle North in writing of its election to purchase Parcel 11 upon the terms and conditions set forth in this Agreement ("**Conveyance Notice**").

3.2 Closing Date. The Town will designate in its Conveyance Notice a date to close ("**Closing**" or "**Close**") on the purchase of Parcel 11 ("**Closing Date**"). Such Closing Date will be not less than five (5) nor more than sixty (60) days after Battle North's receipt of the Conveyance Notice, or such earlier or later business day as the Town and Battle North mutually agree in writing.

3.3 Purchase Price. On the Closing Date, the Town will pay Battle North one dollar (\$1.00) (the "**Purchase Price**") for the purchase of Parcel 11.

3.4 Title Insurance. The Town, in its sole discretion and at its sole cost, may elect to order from a title insurance company of its choice ("**Title Company**") a commitment ("**Title Commitment**") for issuance of a policy of title insurance for Parcel 11 in such form, at such insured amount, and with such endorsements, if any, as the Town may choose to purchase ("**Title Policy**"). 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, 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.

3.5 Subject to Article 4. Battle North's obligation to convey Parcel 11 to the Town pursuant to this Article 3 is expressly subject to all terms, conditions and limitations set forth in Article 4.

3.6 Fee Interest in Battle North Property. Battle North will convey fee title to Parcel 11 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 special warranty deed in substantially the form attached at Exhibit A ("**Deed**"). The Deed may include:

(a) Deed Restrictions. The Deed conveying Parcel 11 will incorporate: (1) a deed restriction for a period of thirty (30) years post-Closing to exclude the use of Parcel 11 as a "Spa/Wellness Center" (as defined in Section 16-2-20 of the Minturn Town Code in effect as of the Effective Date) but not excluding a public recreation center; and (2) a deed restriction that limits the use of Parcel 11 to community, recreation, artistic, child care, and/or entertainment, and similar uses to be determined by the Parties and not more than three (3) employee/caretaker units (collectively, the "**Deed Restrictions**").

(b) Exceptions. All matters of Record the Town has not caused to be removed from Schedule B II of the Title Commitment for Parcel 11.

3.7 Escrow Closing. On or prior to the Closing Date, Battle North and the Town will deposit into escrow with the Title Company (in such capacity, "**Escrow Agent**"):

(a) Battle North Deliveries.

(i) A Deed for Parcel 11.

(ii) A certificate of non-foreign status.

(iii) 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.

(iv) Such funds as Battle North is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 3.7(c)(i).

(b) Town Deliveries.

(i) The Purchase Price.

(ii) 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.

(iii) Such funds as the Town is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 3.7(c)(i), including but not limited to the Town's payment of the premium for and applicable endorsements to the Title Policy.

(c) Mutual Deliveries.

(i) 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**").

(ii) 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.

3.8 Battle North's Representations and Warranties. The Town and Battle North will each represent, warrant, and covenant to the other Party as to the matters set forth in Exhibit B ("**Representations and Warranties**") as of the Closing Date.

3.9 Battle North's Pre-Closing Covenants. As a material inducement to the Town entering into this Agreement and as a condition to the Town's obligations hereunder, Battle North will:

(a) not enter into any leases with terms extending beyond the Closing Date, or grant any other rights in Parcel 11 that would be effective beyond the Closing Date, without first obtaining the Town's written consent thereto;

(b) not allow any liens or encumbrances to attach to or burden Parcel 11;

(c) not transfer Parcel 11 to any third party without first obtaining the Town's written consent thereto; and

(d) not engage in any vertical development on Parcel 11.

3.10 Closing Costs. 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:

(a) Battle North'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; and (C) 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) fifty percent (50%) of the fees, costs and expenses of the Escrow Agent.

(b) 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 Parcel 11; (B) the Town's own attorneys' fees; (C) the fees and premiums payable in connection with the Title Commitment and issuance of any Title Policy the Town elects to obtain for Parcel 11; 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) fifty percent (50%) of the fees, costs and expenses of the Escrow Agent.

Article 4 Investigations; "As Is" Transaction

4.1 Town's Investigations. Pursuant to the terms of the Settlement Agreement, the Town has previously reviewed and conducted due diligence to its satisfaction with respect to the physical and environmental condition of Parcel 11, suitability of Parcel 11 for the Town's intended use, Title Matters, and also with respect to the AOC, Comfort/Status Letter, and Agencies Requirements. Upon receipt of the Town's written request to update its due diligence investigations with respect to Parcel 11, Battle North will grant the Town a non-exclusive license ("**License**") to access and enter upon Parcel 11 at reasonable times and from time to time for the purposes of conducting additional due diligence investigations, including an updated Phase I and Phase II Environmental Site Assessment and geotechnical surveys, at no cost or expense to Battle North. As a condition of exercising its rights pursuant to the License, the Town will maintain, and cause any third-party contractors to maintain, certain insurance requirements and indemnify Battle North to the extent permitted by law for any claims, demands, liens, costs, expenses, damages, and liabilities arising from the Town's due diligence activities. The License and insurance and indemnification requirements will be generally consistent with the scope and requirements set forth in Section 5(c) of the Settlement Agreement.

4.2 Battle North Disclosures. Within ten (10) business days after Battle North receives the Town's Conveyance Notice, 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 that were not otherwise provided to the Town as part of the "Battle North's Disclosures" identified in Section 5(d) of the Settlement Agreement, 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 Parcel 11 (collectively, "**Battle North Disclosures**"):

(a) Surveys. Battle North's most recent ALTA survey(s) that includes Parcel 11.

(b) 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 the Town of Minturn, Colorado: 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.

(c) 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.

4.3 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 additional environmental liability protections related to Parcel 11 ("**CERCLA Protections**"), which may include one or more of: (i) updated or revised Comfort/Status Letter from CDPHE and/or EPA; (ii) environmental insurance; (iii) the Agencies' approval of remedial plans as provided in the AOC or the Restrictive Notice; or (iv) other mechanisms of managing potential environmental liabilities associated with Parcel 11. 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 North may cooperate with and facilitate the Town's efforts to secure CERCLA Protections to the Town's satisfaction.

4.4 Termination Prior to Closing. By delivery to Battle North of a written notice of termination prior to the Closing 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.

4.5 Environmental Definitions. As used in this Agreement:

(a) "**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 Conveyance Term) 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).

(b) **“Environmental Laws”** means all laws, rules and regulations, as well as all agreements between the Agencies 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.

4.6 “As Is” Transaction; Battle North Property Condition. The Town (for itself and its successors and assigns) acknowledges that the Town will acquire fee title to Parcel 11 in its “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 Parcel 11. The Town will acquire title to Parcel 11 based solely upon the Town’s due diligence investigations and not in reliance on any statement, representation or inducement of Battle North, except as expressly provided in the Representations and Warranties set forth in Exhibit B. Without limitation of the foregoing:

(a) **No Implied Representations.** The Town acknowledges that except as provided in the Representations and Warranties set forth in Exhibit B: (A) NEITHER BATTLE NORTH NOR ANY SUCCESSOR OWNER OR AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF BATTLE NORTH (OR ANY SUCCESSOR OWNER) HAS MADE (OR HAS AN OBLIGATION TO TOWN TO MAKE), AND BATTLE NORTH SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO PARCEL 11, INCLUDING, WITHOUT LIMITATION, (1) THE NATURE, QUANTITY, QUALITY OR CONDITION OF PARCEL 11; (2) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF PARCEL 11; OR (3) COMPLIANCE OF OR BY PARCEL 11 WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING, WITHOUT LIMITATION, CERCLA (DEFINED BELOW) OR ANY OTHER ENVIRONMENTAL LAWS (DEFINED BELOW); AND (B) TOWN IS RELYING SOLELY UPON ITS OWN INSPECTION OF PARCEL 11 AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF, OR TO BE PROVIDED BY OR ON BEHALF OF, BATTLE NORTH (OR THE APPLICABLE SUCCESSOR OWNER(S)) OR UPON ANY REPRESENTATIONS MADE TO IT BY BATTLE NORTH, SUCCESSOR OWNER, OR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF BATTLE NORTH OR A SUCCESSOR OWNER. ANY INFORMATION PROVIDED OR TO BE PROVIDED BY BATTLE NORTH (OR ANY SUCCESSOR OWNER(S)) WITH RESPECT TO PARCEL 11 WAS OR MAY BE OBTAINED FROM A VARIETY OF SOURCES AND BATTLE NORTH (OR ANY SUCCESSOR OWNER(S)) 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.

(b) Waiver and Release. The Town (for itself and its respective successors and assigns) releases Battle North 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 Parcel 11 as of the Effective Date, or any Closing Date, including, without limitation, the presence on, under or about Parcel 11 of any Hazardous Materials, including, without limitation, Hazardous Materials documented in the AOC and the Comfort/Status Letter; (B) any and all liability resulting from the failure of Parcel 11 to comply with any applicable laws as of the Effective Date (but not thereafter), 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 Parcel 11. Nothing in the foregoing will be interpreted to release any such claims or causes of action to the extent Battle North introduces Hazardous Materials to Parcel 11 on or after the Effective Date or Hazardous Materials are exacerbated by Battle North's negligence or intentional misconduct, or arise out of Battle North's failure to comply with the Restrictive Notice, the AOC (after any Closing), or Environmental Law with respect to Parcel 11.

4.7 Battle North's Release. Battle North hereby releases the Town 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 any and all current and future claims and demands, including claims for liens, costs, expenses, damages and liabilities, and reasonable attorneys' fees and costs, arising out of Hazardous Materials existing in, on, under or around Parcel 11, including, without limitation, Hazardous Materials documented in the AOC and the Comfort/Status Letter. Nothing in the foregoing will be interpreted to release any such claims or causes of action to the extent Hazardous Materials were introduced to Parcel 11 by such parties on or after the Effective Date or exacerbated by the negligence or intentional misconduct of such persons, or arise out of such persons' failure to comply with the Restrictive Notice, the AOC (after any Closing), or Environmental Law with respect to Parcel 11.

4.8 Survival. The terms and conditions of Sections 4.3, 4.6, and 4.7 will survive any Closing or termination of this Agreement.

Article 5 General Provisions

5.1 Default; Remedies. If a defaulting Party does not cure a default in the performance of its obligations under this Agreement within fifteen (15) days after written notice of such default from the non-defaulting Party (or in the case of a default that would reasonably take more than fifteen (15) days to cure, if the defaulting Party fails to undertake substantial action to cure such default within such fifteen (15) day period or thereafter fails to diligently pursue completion of such cure), the non-defaulting Party will have all remedies available to it at law or in equity. If Battle North fails to complete the Remediation and receive the Agencies' issuance of the

Remediation Certification as provided in Section 2.1, the Town's remedies will include, at the Town's election either specific performance or reimbursement of all of the Town's costs and expenses, including reasonable attorneys' and consultants' fees and Agencies oversight costs, associated with completing the Remediation and receiving the Agencies' issuance of the Remediation Certification.

5.2 Term. The term of this Agreement will commence on the Effective Date and will terminate upon the earliest to occur of: (a) the Parties' Recording of a written termination of this Agreement executed by both Parties; (b) the date the Deed is Recorded; (c) Battle North's receipt of the Town's written termination notice pursuant to Section 4.4; (d) the date that is seven (7) years after the Effective Date. Upon any termination, neither Party will have any further rights or obligations hereunder, except those that expressly survive termination of this Agreement.

5.3 Assignment; Enforcement; Amendment; Successors-in-Interest. This Agreement and the rights and interests established hereunder for the Town's benefit will not be assignable or transferable by the Town in any respect, and any purported assignment or transfer of any such rights or interests will be null and void *ab initio* at the election of Battle North. Only the Town will have right to enforce this Agreement and any obligations or duties of Battle North hereunder, and no such right of enforcement will inure to the benefit of any member of the general public. This Agreement may be terminated, amended or modified only by further Recorded instrument mutually executed by the Town and Battle North, and Town will have and retain all right, power and authority to make any such termination, amendment or modification, or to waive any rights hereunder as the Town may determine to be appropriate. This Agreement, including all covenants, agreements, rights and obligations created hereby, will run with the land comprising Parcel 11, and will be binding on and inure to the benefit of all persons having or acquiring fee title to, or other legal or equitable interest in, Parcel 11, all upon the terms, provisions and conditions set forth in this Agreement.

5.4 No Public Dedication. Nothing herein will be deemed or construed as a grant of a public dedication of any fee ownership interest in Parcel 11 or other related or affected properties. During the term of this Agreement, Battle North retains its fee ownership interests in all respects.

5.5 No Owner or Operator Status. This Agreement is NOT intended nor will it be deemed or construed to grant or provide to the Town "owner" or "operator" status with respect to Parcel 11 as such terms are defined in CERCLA § 101, 42 U.S.C. § 9601.

5.6 Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties. Nothing contained in this Agreement will give or allow any claim or right of action by any other or third person under this Agreement. Other than the Parties, any person receiving services or benefits under this Agreement will be deemed to be an incidental beneficiary only.

5.7 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any legal proceeding to enforce or interpret this Agreement will be in the state district court for Eagle County, Colorado.

5.8 Attorneys' Fees. The substantially prevailing Party in any legal proceeding to enforce or interpret this Agreement will be awarded its reasonable attorneys' fees and expenses from the non-prevailing Party. The provisions of this Section 5.8 will survive termination of this Agreement.

5.9 Governmental Immunity. Nothing in this Agreement is intended or will be construed to waive or limit any rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, that Battle North or the Town may have or assert against third parties.

5.10 Recording. This Agreement will be Recorded promptly after the Effective Date.

5.11 Entire Agreement; Modification. This Agreement sets forth the Parties' entire understanding regarding the matters addressed herein and supersedes any previous communications, representations or agreements, whether oral or written, including, but not limited to the Servitude and the Settlement Agreement. This Agreement will not be amended except by written instrument signed by the Parties.

5.12 Headings. The headings which appear in the Sections of this Agreement are for purposes of convenience and reference and are not to be construed as modifying or used in interpreting the Sections in which they appear.

5.13 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable Party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third (3rd) business day after it is mailed. All such notices or other communications will be addressed as follows:

If to Battle North:	Battle North, LLC 164 Railroad Ave. [Physical] P.O. Box 56 [mailing] Minturn, CO 81645 Attention: Tim McGuire Telephone: 802.473.0275 Email: tmcguire@acpcommunities.com
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with required copies to: Crave Real Estate
 3500 St. Jacques
 Montreal, Quebec, Canada H4c1h2
 Attention: Lorne Bassel
 Telephone: 514.940.1199
 Email: lbassel@craverealestate.com

ACP Communities, LLC
 3284 Northside Parkway NW, Suite 570
 Atlanta, Georgia 30327
 Attention: Amy Wilde
 Telephone: 404.334.0450
 Email: awilde@acpcommunities.com

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
 950 17th Street, Suite 1600
 Denver, CO 80202
 Attention: Munsey Ayers [020665-0009]
 Telephone: 303.575.7555
 Email: munsey@ottenjohnson.com

If to Town: Town of Minturn
 302 Pine Street
 P.O. Box 309
 Minturn, CO 81645
 Attention: Town Manager
 Telephone: (970) 827-5645
 Email: manager@minturn.org

with a required copy to: Karp Neu Hanon PC
 201 14th Street, Suite 200
 P.O. Box 2030
 Glenwood Springs, CO 81602
 Attn: Michael J. Sawyer, Esq. (Minturn Town Attorney)
 Telephone: (970) 945-2261
 Email: mjs@mountainlawfirm.com

A Party may change its address or contact information by the giving of written notice to the other Party in accordance with this Section 5.13.

5.14 Electronic Signatures; Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. The facsimile, pdf, or DocuSign signature of any Party on this Agreement (and on any instrument required or permitted to be delivered to a Party pursuant to this Agreement) will be deemed an original for all purposes. Amendments to this Agreement may be signed in one or more counterparts (or with counterpart signature pages)

which, taken together, will constitute a fully executed amendment to this Agreement and will be considered a single document.

[Signature and Exhibit pages follow this page]

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

BATTLE NORTH:

Battle North, LLC,
a Georgia limited liability company

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

By: _____
Name: Lorne Bassel
Title: President

PROVINCE OF _____)
CITY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of _____, 20__, 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: _____

TOWN:

Town of Minturn,
a municipal corporation of the State of Colorado

By: _____
Name: _____
Title: Mayor

ATTESTED by:

By: _____
Town Clerk

APPROVED as to legal form:

By: _____
Town Attorney

EXHIBIT A
Form of Special Warranty Deed

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTENTION: MICHAEL J. SAWYER**

No Documentary Transfer Tax Payable.
Grantee is a political subdivision of the State of
Colorado. C.R.S. § 39-13-104(1)(a)

**SPECIAL WARRANTY DEED
STATUTORY FORM – C.R.S. § 38-30-113(1)(b)
(Rec Center Parcel – Parcel No. 11)**

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 One and 00/100 Dollars (\$1.00), 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 302 Pine Street, P.O. Box 309, Minturn, CO 81645, Attn: Town Manager, 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, 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

(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____.

GRANTOR:

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

[Insert legal description and depiction for Exemption Plat Parcel No. 11]

Exhibit B
to Special Warranty Deed
Deed Restriction

DEED RESTRICTION

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may not be used as a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code in effect as of **[insert Closing Date]**). This Deed Restriction will not be interpreted to prohibit Community Facilities, Community-Oriented Building/Facility/Use, or Recreational Facility uses by Grantee that may include elements of a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code).

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may only be used for the following uses (as such terms are defined in Section 16-2-20 of the Minturn Town Code in effect as of **[insert Closing Date]**): Amusements, Community Facilities, Community-Oriented Building/Facility/Use, Day Care Center, Recreational Facility, Studio and Education Facilities for Arts and Crafts, and up to three Caretaker or employee housing Units.

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/incorporated from applicable Title Commitment Schedule B-II]

EXHIBIT B

Representations and Warranties

Battle North and the Town will each represent, warrant and covenant to the other Party as to the matters set forth herein as of the Closing Date.

1. **Battle North's Representations and Warranties.** Battle North represents, warrants and covenants to the Town as follows:

(a) Authority. Battle North is a limited liability limited 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.

(b) 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 North are and will be valid, legally binding obligations of and enforceable against Battle North in accordance with their terms.

(c) Battle North Disclosures. To Battle North's actual knowledge, the Battle North Disclosures made available to the Town pursuant to Section 4.2 of this Agreement constitute all of such materials as are in Battle North's possession or control.

(d) 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 North, and to Battle North's actual knowledge, no such entity has an intention of filing or commencing any such action or proceeding.

(e) Litigation. There are no actions, suits, litigation or proceedings pending, or to Battle North's actual knowledge threatened, affecting Parcel 11. There are no actions, suits, litigation or proceedings pending, or to Battle North's actual knowledge threatened, affecting Battle North'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 North under this Agreement.

(f) 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 Parcel 11 are pending.

(g) No Violations. To Battle North's actual knowledge, during Battle North's ownership of Parcel 11, Parcel 11 has been and presently is 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 Parcel 11 or any part thereof.

(h) Leases. Except as disclosed in the Battle North Disclosures, no portion of Parcel 11 is subject to any lease, license, easement or right of access.

(i) Service Contracts. Except as disclosed in the Battle North 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 Parcel 11 which is not cancelable upon not more than thirty (30) days' notice without payment of any penalty or premium.

(j) Hazardous Materials; Environmental Liens. To Battle North's actual knowledge, and except as disclosed in the Battle North 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 Parcel 11 related to any release or alleged release of Hazardous Materials at or from any portion of Parcel 11; (B) neither Parcel 11 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 Parcel 11; (D) there are no Hazardous Materials located at, on or under Parcel 11 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 Parcel 11; (F) with the exception of utilities, if any, there are no underground storage tanks or pipelines located on Parcel 11 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 Parcel 11 is subject to any environmental lien, environmental use restriction or environmental covenant.

2. **Town's Representations and Warranties.** The Town represents, warrants and covenants to Battle North as follows:

(a) 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.

(b) 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.

3. **No Other Representations.** Except as expressly set forth in this Exhibit B, this Agreement is made without representation or warranty of any kind by the Parties.

4. **Changed Circumstances.** If Battle North 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 North under this Agreement, whether or not such representation or warranty was based upon Battle North's knowledge and/or belief as of a certain date, Battle North will give prompt written notice of such changed fact or circumstance to the Town. Battle North 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 North 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.

5. **Survival.** Each Party making representations and warranties in this Exhibit B acknowledges the Party to whom they are given will materially rely upon them in proceeding with the Closing. 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 Exhibit B.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTN: MICHAEL J. SAWYER**

Pursuant to C.R.S. § 39-13-104(1)(a),
No Documentary Transfer Tax Payable.

**OPTION TO ACQUIRE EASEMENT FOR RECREATIONAL USE
OR FEE SIMPLE INTEREST
(Old Tailings Pile (Parcel 3) and Processing Area (Parcel 4))**

THIS OPTION TO ACQUIRE EASEMENT FOR RECREATIONAL USE OR FEE SIMPLE INTEREST (Old Tailings Pile (Parcel 3) and Processing Area (Parcel 4)) (this “**Agreement**”) is made and entered into as of this ____ day of September, 2024 (“**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): Battle North, LLC, a Georgia limited liability company (together with its successors and assigns, “**Grantor**”), and the Town of Minturn, Colorado, a home rule municipal corporation (the “**Town**”).

RECITALS

This Agreement is made with respect to the following facts:

A. Grantor is the fee simple owner of Parcel 3 and Parcel 4, Battle Mountain North Exemption Plat (“**Exemption Plat**”) recorded in the real property records of the Eagle County clerk and recorder’s office (“**Record(ed)(ing)**”) contemporaneously with the Effective Date (“**Grantor Property**”). All references to “Parcel” herein refer to the legally conveyable parcels designated in the Exemption Plat.

B. The Parties have entered into that certain Settlement Agreement dated September 6, 2023, approved by Minturn Town Council pursuant to Resolution 25 – Series 2023 (“**Settlement Agreement**”), to settle a case known as *Town of Minturn v. Battle One Developer, LLLP et al.*, Eagle County District Court Case No. 2022CV30050 (“**Litigation**”). Among other things, the Settlement Agreement requires the conveyance of certain perpetual easements and purchase options to the Town and the recording of certain restrictions on use of “Restricted Parcels” (defined in the Settlement Agreement), which Restricted Parcels include, but are not limited to, the Grantor Property.

C. In full satisfaction of Grantor’s obligations pursuant to Sections 7(b)(i) and 7(b)(ii) of the Settlement Agreement:

1. Grantor Recorded that certain Declaration of Restrictive Covenant and Servitude (Restricted Parcels) contemporaneously with the Effective Date (“**Servitude**”), which imposes certain restrictions on the Restricted Parcels.

2. Grantor granted the Town an easement over a portion of the Grantor Property for access to Parcels 1 and 2 (Highlands Parcels) pursuant to that certain Relocatable

Perpetual Access Agreement Recorded contemporaneously with the Effective Date (“**Highlands Access Easement**”).

D. Pursuant to Section 7(b)(i) of the Settlement Agreement, Grantor undertook the obligation to grant the Town a perpetual, non-exclusive easement in gross for limited non-vehicular public access and recreational purposes (the “**Easement**”) on, over and across Grantor Property once the Agencies (defined in Recital F) issue the Parcel 3 Remediation Certification (defined in Recital H) (“**Easement Option Obligation**”).

E. Pursuant to Section 7(b)(iii) of the Settlement Agreement, Grantor undertook the obligation to grant to the Town an option to acquire fee title to the Grantor Property (“**Purchase Option Obligation**”).

F. Grantor and/or the Grantor Property are subject to certain restrictions and requirements (“**Agencies Requirements**”) imposed by the United States Environmental Protection Agency (“**EPA**”) and/or the Colorado Department of Public Health and Environment (“**CDPHE**” and, collectively with the EPA, “**Agencies**”) pursuant to the Administrative Order on Consent for Response Action and Release and Waiver of CERCLA Lien, Docket No. CERCLA 08-2018-0009 (“**AOC**”) and the Notice of Environmental Use Restrictions imposed by CDPHE pursuant to C.R.S. Section 25-15-321.5 Recorded on November 20, 2019, at Reception No. 201919762 and May 24, 2021 at Reception No. 202112199 (collectively and as amended, “**Restrictive Notice**”).

G. Grantor and/or the Grantor Property are subject to certain terms and conditions of that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir Project by and among the Eagle River Water & Sanitation District, Upper Eagle Regional Water Authority (collectively, “**District/Authority**”), and Battle North, LLC (“**Reservoir Agreement**”), including but not limited to the District/Authority’s acquisition of certain Property Interests (defined in the Reservoir Agreement) that are subject to relocation and other terms and conditions of that certain special warranty deed Recorded on February 10, 2022 at Reception No. 202202329, and that certain Perpetual Easement Agreement (Eagle River Parcel) Recorded on February 10, 2022 at Reception No. 202202330 (collectively, “**Reservoir Instruments**”).

H. As more fully set forth and described in the Reservoir Instruments, District/Authority acquired certain real property and related property interests in order to facilitate the construction, ownership and operation of an approximately 1,210 acre-foot water storage facility (as defined therein, “**Reservoir**”) together with certain Reservoir-related water conveyance structures and related improvements to be located within, as applicable, areas of the Restricted Parcels, the Battle Retained Parcels and the Town Parcels (as defined therein, collectively, “**Reservoir Project**”). District/Authority has no contractual obligation to Grantor to commence or complete the Reservoir Project within any specified time or at all. In anticipation of and preparation for District/Authority’s prospective determination to commence the Reservoir Project, Grantor obtained Agencies’ provisional approval of that certain Project Delivery Method dated December 2021 (the “**OTP Work Plan**”), pursuant to which soils District/Authority excavates from the Reservoir site will be placed on Parcel 4 (Processing Area) in order to be processed and sorted prior to placement and compaction of the processed soils on Parcel 3 (OTP). The Agencies’ issuance of a Certification of Completion upon completion of the processed soils placement on

Parcel 3 pursuant to the OTP Work Plan together with the Agencies' deletion of Parcel 3 from the National Priorities List (collectively, the "**Parcel 3 Remediation Certification**"), will constitute evidence that all appropriate and required response actions for Parcel 3 have been implemented and the releases of hazardous substances pose no significant threat to public health, welfare or the environment (the "**Parcel 3 Remediation**").

I. As more particularly described in Sections 2.1 and 2.2 of this Agreement, the Town may only exercise the Easement Option (defined in Section 2.1) after the Agencies' issuance of the Parcel 3 Remediation Certification. It is the intent of this Agreement, *but not a requirement*, that the Town exercise the Purchase Option (defined in Section 3.1) after the Agencies' issuance of the Parcel 3 Remediation Certification.

J. As of the Effective Date, the Restrictive Notice does not allow the Permitted Uses (defined in Section 2.3). However, the EPA issued that certain letter to the Town dated July 1, 2024, regarding Bona Fide Prospective Purchase Considerations, Eagle Mine Superfund Site, Eagle County (the "**Comfort/Status Letter**"), which provides, among other terms and conditions, that "[a]fter the [Parcel 3 Remediation] is completed and the [Restrictive Notice] is modified again, Minturn's proposed potential uses for 'recreational open space' and 'housing' are not incompatible with the anticipated future use restrictions on the OTP Parcel, as long as they still comply with the anticipated remaining groundwater use restrictions."

K. The Town has reviewed and conducted initial due diligence with respect to encumbrances of record that affect title to the Grantor Property, including the Restrictive Notice ("**Title Matters**"), and also with respect to the AOC, Reservoir Agreement, and Reservoir Instruments. The Town may perform future due diligence in relation to its exercise of the options granted by this Agreement in accordance with the terms and conditions set forth in this Agreement.

L. In full satisfaction of Grantor's Easement Option Obligation and Purchase Option Obligation, Grantor desires to grant to the Town, and the Town desires to accept, the Easement Option (defined in Section 2.1) and Purchase Option (defined in Section 3.1) upon the terms and conditions provided in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 RECITALS

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated in and made substantive provisions of this Agreement.

ARTICLE 2 GRANT OF EASEMENT OPTION

2.1 Grant of Easement Option; Easement Option Term. From and after the Effective Date until the day that is twenty-five (25) years after the Effective Date, but not earlier than the date the Agencies issue the Parcel 3 Remediation Certification, (as may be extended, “**Easement Option Term**”), Grantor grants the Town an option to obtain the Easement (the “**Easement Option**”) over the Grantor Property (in its entirety) or Parcel 3 or Parcel 4 (separately and at different times during the Easement Option Term), pursuant to the terms and conditions of this Agreement. If physical work has commenced on the Grantor Property pursuant to the Reservoir Agreement and/or the OTP Work Plan but said work will not be complete by the day that is twenty-five (25) years after the Effective Date, the Easement Option Term will automatically extend (without the need to amend this Agreement) to the date that is two (2) years after the date on which the Agencies issue the Parcel 3 Remediation Certification.

2.2 Easement Option. Provided (a) the Agencies have issued the Parcel 3 Remediation Certification; and (b) the Town has not previously exercised the Purchase Option (defined in Section 3.1), the Town may exercise the Easement Option by providing Grantor written notice (“**Easement Option Notice**”) of its election prior to the expiration of the Easement Option Term. If the Town timely exercises the Easement Option, the following terms and conditions will apply:

2.3 Perpetual Easement Agreement. Following Grantor’s receipt of the Easement Option Notice, the Parties will in good faith negotiate and enter into perpetual, non-exclusive easement agreement (“**Perpetual Easement Agreement**”) that, following the Parties’ mutual execution, will be Recorded. The Perpetual Easement Agreement will include substantially the same provisions set forth in Section 2.3(a) through Section 2.3(n) below.

(a) Grant of Perpetual Easement. Subject to the Title Matters, the AOC, Reservoir Agreement, Reservoir Instruments, Use Limitations (defined in Section 2.3(c)), Statutory Protections (defined in Section 2.3(b)), and other terms and conditions of the Perpetual Easement Agreement, Grantor will grant and convey to the Town the Easement on, over, across, and through the Grantor Property for the limited purposes of the following uses and no others, which uses must be undertaken consistent with the Comfort/Status Letter and in compliance with other Agencies Requirements as applicable, from time to time, to the Grantor Property (collectively, the “**Permitted Uses**”):

(i) Non-vehicular public access and non-motorized recreational open space and Reservoir-related uses, including but not limited to Nordic/cross-country skiing, mountain biking, cycling, equestrian, and hiking by Public Recreational Users (defined in Section 2.3(b)) along a trail or trails within the Grantor Property (“**Recreational Access**”);

(ii) Vehicular parking to facilitate Recreational Access to trailhead(s) within the Grantor Property or the Reservoir; and

(iii) The Town's construction, installation, inspection, maintenance, repair and replacement of the Permitted Improvements (defined in Section 2.3(e)) that the Town installs and maintains within the Grantor Property.

(b) Statutory Protections. The Perpetual Easement Agreement will expressly state that the Parties intend that the Easement, being granted to the Town for recreational and related public access purposes, is to be subject to and within the scope of C.R.S. §§ 33-41-101, *et seq.*, and 13-21-115 (collectively, "**Statutory Protections**"), is to be construed as having been granted for a "recreational purpose" as defined in C.R.S. §§ 33-41-102(5) and 33-41-103(2)(e)(III), that individuals entering upon the Grantor Property ("**Public Recreational User(s)**") do so as "invited guests" as defined in C.R.S. § 33-41-103(2)(e)(I) or, and only to the extent not construed to be "invited guests," as a "licensee" as defined in C.R.S. § 13-21-115(7)(c), and that Grantor is and will be construed to be entitled to those protections from and limitations on landowner liability to the fullest extent provided for in the Statutory Protections and applicable common law limitations on landowner liability.

(c) Use Limitations. Subject to Grantor's entitlement to the Statutory Protections to the fullest extent, in exercising the Recreational Access within the Grantor Property, the following express limitations (collectively, the "**Use Limitations**") apply:

(i) Each Public Recreational User who enters the Grantor Property for the purpose of Recreational Access does so at such Public Recreational User's risk, assumes all risk of engaging in the Permitted Uses upon the Grantor Property in its "as is" condition, and waives all claims consistent with the Statutory Protections.

(ii) No Public Recreational Users or any other third parties, either individually or collectively, will be construed to have any legal or equitable rights arising solely under the Perpetual Easement Agreement.

(iii) No Public Recreational Users or any other third parties, either individually or collectively, will be construed to have any legal or equitable right to enforce the Perpetual Easement Agreement, such enforcement rights being expressly limited and reserved to the Parties.

(iv) Any benefit to Public Recreational Users under the Perpetual Easement Agreement is incidental to and arises solely through and derivative of the Town's status as a Party, and only to the extent the Town's rights under the Perpetual Easement Agreement constitute or are construed as constituting rights held in public trust.

(v) The Perpetual Easement Agreement burdens and encumbers the Grantor Property only and does not burden or encumber, and will not be construed to encumber title to, any portion of the Grantor Property that is adjacent to, but does not overlap or include, all or any portion of the Grantor Property.

(vi) Other than the limited vehicular parking permitted by Section 2.3(a)(ii), no party will operate motorized vehicles within the Grantor

Property; provided, however, that as and when necessary or convenient: (A) Town-authorized construction and maintenance vehicles and equipment may be operated in connection with the construction, maintenance, operation, or repair of the Grantor Property and Permitted Improvements; (B) Grantor, its contractors and agents may operate vehicles and equipment within the Grantor Property in connection with the Reserved Uses (defined in Section 2.3(g)); (C) emergency responders may operate emergency service vehicles (e.g. fire trucks, ambulances, and search and rescue equipment) within the Grantor Property in response to emergencies within the Grantor Property; (D) motor vehicles may be operated pursuant to the Highlands Access Easement; and (E) motor vehicles may be operated in furtherance of the Reservoir Instruments.

(vii) Permitted Uses may be further limited (but may not be expanded) by the Town's ordinances, rules, and regulations as in effect from time to time that govern the use of public recreational areas under the Town's jurisdiction.

(viii) Except for Permitted Improvements as expressly provided in Section 2.3(e) and improvements permitted pursuant to the Reserved Uses as provided in Section 2.3(g), neither Party will install, construct or operate any surface or subsurface improvements within, on or under the Grantor Property.

(d) Trespassers. Trespassers (as defined in C.R.S. § 13-21-115(7)(d)) will be subject to prosecution for such trespass, and the Statutory Protections will apply for the benefit of Grantor.

(e) Permitted Improvements. The Town may cause to be installed within the Grantor Property, at no cost to Grantor, certain of the following improvements that are or will be within the scope of the Permitted Uses (collectively, the **"Permitted Improvements"**):

(i) Required Improvements. If the Town utilizes the Grantor Property for Recreational Access, then, prior to commencing Recreational Access activities within the Grantor Property, the Town must install signage advising Public Recreational Users of the limits of the Grantor Property, the applicability of the Statutory Provisions, and that no trespassing into adjacent portions of the Grantor Property is permitted (together with such discretionary fencing and other measures, if any, as the Town determines desirable and Grantor approves pursuant to Section 2.3(e)(ii) for the purpose of marking the limits of the Grantor Property and establishing physical barriers, the **"Trespass Controls"**).

(ii) Elective Improvements. In addition to the required Trespass Controls, and with Grantor's prior written consent, not to be unreasonably withheld, conditioned or delayed, the Town may elect to install certain improvements that are consistent with and supportive of the Recreational Access purpose of the Grantor Property, including but not limited to discretionary Trespass Controls (i.e., physical barriers and marking of Grantor Property limits), groomed trail surfaces, trash receptacles, picnic tables, Reservoir-related recreational facilities, trailhead

parking, clearing of vegetation (brush, trees, bushes, etc.) adjacent to trail improvements, information signage, and similar improvements.

(iii) Ownership of Permitted Improvements. All Permitted Improvements, if any, in the Grantor Property will be and will remain the Town's property.

(f) Management and Maintenance Obligations. Except to the extent caused by or required for the Reserved Uses, the Town will be solely responsible, at no cost or expense to Grantor, for the management, maintenance and repair of the Grantor Property and any Permitted Improvements installed therein. Without limitation of the foregoing:

(i) Neither Grantor nor the Town will impose, collect or receive any fee or charge, and no revenue will be collected from any Public Recreational User, for the Permitted Uses within the Grantor Property or for use and enjoyment of the Permitted Improvements.

(ii) The Town will maintain and keep the Grantor Property and the Permitted Improvements in a good, sightly and safe condition at all times, including but not limited to installation and maintenance of the Trespass Controls. Except to the extent caused by or required for the Reserved Uses, the Town will conduct all maintenance work for the Grantor Property, the Permitted Improvements and related activities within, and will not extend beyond, the boundaries of the Grantor Property.

(iii) To the extent either Party causes damage to the Grantor Property or another Party's improvements (i.e., the Town's Permitted Improvements, Grantor owned improvements or Recreational Improvements (defined in Section 2.3(g)), or other third-party owned improvements), the responsible Party will promptly, and at no cost or expense to the other Party, repair or cause the repair of damage to the Grantor Property or such damaged improvements, utility provider owned utility lines or facilities, and other third party owned improvements located within the Grantor Property. Upon completion of any such maintenance or repair work, the responsible Party will cause all affected areas to be restored to substantially the same condition in which they were found before undertaking the applicable work (subject to the presence of any Permitted Improvements). In the course of any such work, the responsible Party will also cause the affected areas to be kept in a reasonably clean and neat condition, and upon the completion of the applicable work, will cause all materials, supplies and equipment to be removed from the affected areas.

(iv) The Town will not cause or allow any mechanics' or materialmen's liens to be filed against the Grantor Property or any adjacent property owned by Grantor as a result of any work performed or material furnished on behalf of the Town (a "**Lien**"). If a Lien is filed, the Town will, at its sole cost and expense, cause the Lien to be discharged or bonded off of record not later than forty-five (45) days after the Town's receipt of notice of the filing of such Lien. If

such Lien is not discharged or bonded off of record within such forty-five (45) day period, Grantor may, but will have no obligation to, defend, prosecute or pursue any action that Grantor deems reasonably necessary to discharge the Lien, and to the extent permitted by law, the Town will promptly reimburse Grantor's out-of-pocket expenses incurred in connection therewith upon demand therefor by Grantor, subject to Grantor's delivery to the Town of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses. The Town's obligations pursuant to this Section 2.3(f)(iv) will survive termination of this Agreement for a period of one (1) year.

(v) Except to the extent caused by or required for the Reserved Uses or as provided in Section 2.3(f)(iii): (i) Grantor will have no obligation with respect to, and will be subject to no liability regarding or arising from the condition of the Grantor Property and the Permitted Improvements; (ii) Grantor will not be liable for the management of the Permitted Improvements, and will have no obligation or duty whatsoever to construct or furnish any maintenance, repairs or replacements for any Permitted Improvements, or to provide notice or warning of any dangerous or defective conditions relating to the Grantor Property (unless required by the Statutory Protections) or the Permitted Improvements, or to otherwise regulate in any respect the use and enjoyment of the Grantor Property or the Permitted Improvements; and (iii) Grantor will not be liable for any injury, harm, damage or liability that may result from any failure by the Town or the Town's contractors, employees, or agents to properly discharge the Town's obligations and duties in relation to the use and enjoyment of the Easement, the Permitted Improvements, or that may otherwise arise in relation to such use and enjoyment by Public Recreational Users within the Grantor Property; provided, however, that the foregoing will not relieve Grantor from any liability for damage to the Permitted Improvements, or for dangerous or defective conditions relating to the Grantor Property or the Permitted Improvements, to the extent caused by actions of Grantor or its contractors, employees or agents that constitute gross negligence or willful misconduct.

(g) Reserved Uses. The Easement is non-exclusive, and Grantor reserves for itself and for Grantor's employees, agents, contractors, subcontractors, and consultants, the right to use the Grantor Property and to grant further easements and other interests in (for the limited purposes of planning, design, construction, operation, maintenance, repair, replacement of utilities serving Grantor's Property and Exemption Plat Parcels 7, 9, 13, 14, 15 and 16 (collectively, the "**Battle Retained Parcels**")), and permit others to use, the Grantor Property so long as such grants and uses do not unreasonably interfere or conflict with the Permitted Uses and the use and enjoyment of the Easement permitted hereunder by the Town (collectively, the "**Reserved Uses**"). The Reserved Uses include but are not limited to: (i) Grantor's performance of its obligations pursuant to and implementation of the AOC, the Reservoir Agreement, the Reservoir Instruments, Restrictive Notice, and other Agencies Requirements that require activities within the Grantor Property; (ii) installation and maintenance of ground mounted solar energy systems; (iii) installation and maintenance of utilities and related improvements as may be necessary or desirable in connection with development within the Grantor Property or the Battle Retained Parcels;

and (iv) construction of recreational improvements consistent with the Permitted Uses and Permitted Improvements (“**Recreational Improvements**”). Pursuant to Section 2.3(f)(iii), upon completion of any such work within the Grantor Property, Grantor or such third party will cause all affected areas and existing Permitted Improvements to be restored to substantially the same condition in which they were found before the undertaking of the applicable work. Grantor will further have the right to interrupt temporarily (such interruption not to exceed fourteen (14) calendar days) the use and enjoyment of the Grantor Property as necessary or appropriate in connection with the Reserved Uses within or proximate to the Grantor Property, subject to providing the Town with fourteen (14) calendar days prior written notice.

(h) Coordination of Improvements.

(i) Town’s Permitted Improvements. Prior to the Town’s construction of any Permitted Improvements, the Town will submit a recreational improvement plan identifying locations of proposed Permitted Improvements for Grantor’s review and approval (which approval will not be unreasonably withheld, conditioned or delayed). Grantor will complete its review and provide its decision within thirty (30) calendar days of receipt of the Town’s recreational improvement plan. At any time, the Town may submit additional recreation improvement plans or amend the recreational improvement plan and submit the same for Grantor’s approval pursuant to this Section 2.3(h)(i).

(ii) Grantor’s Recreational Improvements. Prior to Grantor’s construction of any Recreational Improvements, Grantor will submit a recreational improvement plan identifying locations of proposed Recreational Improvements for Town’s review and approval (which approval will not be unreasonably withheld, conditioned or delayed). Town will complete its review and provide its decision within thirty (30) calendar days of receipt of Grantor’s recreational improvement plan. At any time, Grantor may submit additional recreation improvement plans or amend the recreational improvement plan and submit the same for the Town’s approval pursuant to this Section 2.3(h)(ii).

(i) Cooperation. The Town, in the conduct of the Permitted Uses, and Grantor, in the conduct of the Reserved Uses, will in good faith coordinate their respective activities within the Grantor Property. If requested by the Town in writing, Grantor will, at no out-of-pocket cost to Grantor, reasonably cooperate with the Town to request from the EPA a modification to the Restrictive Notice to allow the Permitted Uses; provided, however, any additional remediation work or governmental approvals (beyond the work completed as part of the Parcel 3 Remediation Certification) necessary for the Agencies to approve such modification and/or to implement the Permitted Uses will be the sole responsibility of the Town and at the Town’s sole cost and expense.

(j) Compliance with Laws. Each Party, at its sole cost and expense, will comply with all federal, state and local requirements, regulations, ordinances and laws (including the Agencies Requirements) regarding the Permitted Uses or the Reserved Uses, as applicable, conducted within the Grantor Property, and will be solely responsible for any

finances, fees or costs associated with its uses within the Grantor Property. Without limiting the foregoing, such Party will be solely responsible, at its expense, to obtain all necessary governmental approvals relating to the Permitted Uses or the Reserved Uses, as applicable, including, but not limited to any necessary governmental approvals related to the AOC (as applicable to Grantor), Restrictive Notice, or other Agencies' Requirements. Except as provided in Section 2.3(i), Grantor will not be construed to have any obligation to the Town to undertake any activities to enable the Town's Permitted Uses within the Grantor Property as it relates to the AOC, Restrictive Notice, or other Agencies Requirements. The Town will not be construed to have any obligation to Grantor to undertake any activities to enable the Reserved Uses within the Grantor Property as it relates to compliance with the AOC, Restrictive Notice, or other Agencies Requirements.

(k) Insurance. During the term of the Perpetual Easement Agreement, the Parties will maintain the following insurance policies:

(i) Town Insurance. The Town will, at no cost or expense to Grantor: (i) cause Grantor to be named an additional insured on a primary non-contributory basis under its policy of commercial general liability insurance (or equivalent), in an amount not less than the limits under the Colorado Governmental Immunity Act, which are currently (I) \$424,000 for each occurrence, and (II) \$1,195,000 in the general aggregate, against claims for bodily injury, personal injury, advertising injury, death or property damage, occurring in, on or about the Grantor Property; and (ii) require its contractors and other third parties who enter the Grantor Property pursuant to the Permitted Uses to (A) cause Grantor 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) \$1,000,000 for each occurrence, (II) \$1,000,000 for personal injury, and (III) \$2,000,000 in the general aggregate; and (B) procure and maintain workers' compensation coverage, meeting the statutory requirements of the State of Colorado. Prior to initial entry upon the Grantor Property, and annually within fifteen (15) days of Grantor's written request, the Town will cause written evidence to be delivered to Grantor of such insurance coverages being in effect and cause such coverages to remain in effect at all times during the term of the Perpetual Easement Agreement.

(ii) Grantor Insurance. Grantor will, at no expense to the Town: (i) cause the Town to be named an additional insured under its policy of commercial general liability insurance (or equivalent), in an amount not greater than the limits under the Colorado Governmental Immunity Act, which are currently (I) \$424,000 for each occurrence, and (II) \$1,195,000 in the general aggregate, against claims for bodily injury, personal injury, advertising injury, death or property damage, occurring in, on or about the Grantor Property; and (ii) require its contractors who enter the Grantor Property pursuant to the Permitted Uses to (A) cause the Town 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) \$1,000,000 for each occurrence, (II) \$1,000,000 for personal injury, and (III) \$2,000,000 in the general aggregate; and (B) if a contractor with employees, procure and maintain workers' compensation coverage, meeting the statutory requirements of the state of Colorado; and (iii) cause the Town to be an additional named insured with respect to the Grantor Property on Battle North, LLC's

Beazley Eclipse Enviro Covered Location Insurance Policy No. W2E64E210101, and any renewal or replacement thereof purchased by Grantor. On the Effective Date, and annually within fifteen (15) days of the Town's written request, Grantor will cause written evidence to be delivered to Town of such insurance coverages being in effect and cause such coverages to remain in effect at all times during the term of this Agreement.

(l) Indemnity. Solely to the extent arising directly from the Town's conduct of the Permitted Uses or the Permitted Improvements, or directly from Grantor's conduct of the Reserved Uses, as applicable, each Party will, to the extent permitted by law, indemnify, defend, and hold harmless the other Party from any and all claims, demands, liens, costs, expenses, damages and liabilities, including reasonable attorneys' fees and costs, that are asserted against the indemnified Party, the Grantor Property or the indemnified Party's improvements located within the Grantor Property, or which the indemnified Party may suffer or incur, to the extent arising out of any claims for property damage or personal injury, or claims from materialmen or laborers.

(m) Grantor Property "As-Is". Grantor disclaims and makes no representations or warranties, expressed or implied, regarding the Grantor Property as of the effective date of the Perpetual Easement Agreement or thereafter, including but not limited to physical condition and suitability for the Permitted Uses for which the Town or Recreational Users may enter upon or occupy the Grantor Property. The Town and Recreational Users are accessing the Grantor Property and using the Easement based on the "AS IS" physical condition, "WITH ALL FAULTS." The Town accepts the Easement and the Grantor Property subject to the Reserved Uses, other terms, conditions and limitations set forth in the Perpetual Easement Agreement, all matters of record, including, but not limited to the Title Matters, Reservoir Agreement, and Reservoir Instruments, and other matters of which Grantee has actual knowledge as of the Effective Date, including but not limited to the AOC, easements, rights-of-way, reservations, covenants, agreements and instruments affecting the Grantor Property. The Town accepts the Easement and Grantor Property based solely upon the Town's due diligence investigations and not in reliance on any statement, representation, or inducement of Grantor.

(n) Perpetual Easement Agreement Assignment. The Perpetual Easement Agreement and the rights and interests established therein will be solely for the Town's benefit and will not be assignable or transferable by the Town in any respect, and any purported assignment or transfer of any such rights or interests will be null and void *ab initio* at the election of Grantor; provided, however, the Town may license the operation and maintenance of the Nordic/cross-country skiing trails within the Grantor Property to entities providing recreational facility management services by separate agreement with the Town.

2.4 Subject to Article 4. The Town's Easement Option and Grantor's obligation to convey the Easement pursuant to this ARTICLE 2 is expressly subject to all terms, conditions and limitations set forth in ARTICLE 4.

2.5 Expiration of Easement Option Term. Upon expiration of the Easement Option Term without the Town having timely exercised the Easement Option, or upon the Town exercising

the Purchase Option (defined in Section 3.1), the Easement Option will expire, this Agreement will automatically terminate, and the provisions of Section 5.2(c) will apply.

2.6 Assignment of Easement Option. The Easement Option granted to the Town is personal to the Town and does not apply to any successors or assigns of the Town. Any assignment of the Easement Option by the Town to a third party will be void and of no force or effect per the terms of this Agreement.

ARTICLE 3 GRANT OF PURCHASE OPTION

3.1 Grant of Purchase Option; Purchase Option Term. From and after the Effective Date until the day that is twenty-five (25) years after the Effective Date (as may be extended, “**Purchase Option Term**”), Grantor grants the Town an exclusive (subject to Battle North, LLC’s right to convey the Grantor Property, or portions thereof, to Battle North Metropolitan District Nos. 1, 2, 3 or 4 (“**District(s)**”) pursuant to Section 5.3 of this Agreement and Section 2.4 of the Servitude) option to purchase (the “**Purchase Option**”) the Grantor Property (in its entirety) or Parcel 3 or Parcel 4 (separately and at different times during the Purchase Option Term), pursuant to the terms and conditions set forth in this Agreement. If physical work has commenced on the Grantor Property pursuant to the Reservoir Agreement and/or the OTP Work Plan but said work will not be complete by the day that is twenty-five (25) years after the Effective Date, the Purchase Option Term will automatically extend (without the need to amend this Agreement) to the date that is two (2) years after the date on which the Agencies issue the Parcel 3 Remediation Certification.

3.2 Purchase Option. The Town may exercise its Purchase Option by providing Grantor written notice (“**Purchase Option Notice**”) of its election prior to the expiration of the Purchase Option Term. If the Town timely exercises the Purchase Option, the following terms and conditions will apply.

(a) Closing Date. The Town will designate in its Purchase Option Notice a date to close (“**Closing**” or “**Close**”) on the purchase of the Grantor Property (“**Closing Date**”). Such Closing Date will be not less than five (5) nor more than sixty (60) days after Grantor’s receipt of the Purchase Option Notice, or such earlier or later business day as the Town and Grantor mutually agree in writing.

(b) Purchase Price. On the Closing Date, the Town will pay Grantor one dollar (\$1.00) (the “**Purchase Price**”) for the purchase of the Grantor Property.

(c) Title Insurance. The Town, in its sole discretion and at its sole cost, may elect to order from a title insurance company of its choice (“**Title Company**”) a commitment (“**Title Commitment**”) for issuance of a policy of title insurance for the Grantor Property in such form, at such insured amount, and with such endorsements, if any, as the Town may choose to purchase (“**Title Policy**”). 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, Grantor 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, Grantor 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.

(d) Subject to Article 4. The Town's Purchase Option and Grantor's obligation to convey the Grantor Property pursuant to this ARTICLE 3 is expressly subject to all terms, conditions and limitations set forth in ARTICLE 4.

(e) Fee Interest in Grantor Property. Grantor will convey fee title to the Grantor Property 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 Grantor in the year following Closing), by special warranty deed in substantially the form attached at Exhibit A ("Deed"). The Deed may include:

(i) Reserved Easement(s). Grantor may reserve general, blanket easements within the Grantor Property for construction, ownership, operation, maintenance, repair and replacement of existing and to be constructed utilities, roads, pedestrian crossings, sidewalks, bike paths, the Bolts Water Distribution System (as defined in Section 13-1-10 of the Minturn Town Code in effect as of the Effective Date ("**Code**")) and similar infrastructure improvements required or desirable in connection with development of the Battled Retained Parcels ("**Reserved Easement(s)**"). The engineering requirements of infrastructure improvements (excluding the Bolts Water Treatment System (as defined in Section 13-1-10 of the Code)) within, and the final "as built" locations of, the Reserved Easements will be subject to the Town's 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 years of the Closing Date will automatically terminate, and be void and unenforceable. If Grantor reserves Reserved Easement(s) within the Grantor Property as contemplated in this Section 3.2(e)(i), Grantor will maintain insurance coverages set forth in Section 2.3(k)(ii) for such Reserved Easement(s).

(ii) Deed Restriction. The Deed conveying the Grantor Property will incorporate a deed restriction for a period of thirty (30) years post-Closing to exclude the use of the Grantor Property as a "Spa/Wellness Center" (as defined in Section 16-2-20 of the Code) and, without the written consent of Grantor, industrial uses (which will specifically exclude municipal uses including public works facilities).

(iii) Exceptions. All matters of Record the Town has not caused to be removed from Schedule B II of the Title Commitment for the Grantor Property.

(f) Escrow Closing. On or prior to the Closing Date, Grantor and the Town will deposit into escrow with the Title Company (in such capacity, “**Escrow Agent**”):

(i) Grantor Deliveries.

- (A) A Deed for the Grantor Property.
- (B) A certificate of non-foreign status.
- (C) 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.
- (D) Such funds as Grantor is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 3.2(f)(iii)(A).

(ii) Town Deliveries.

- (A) The Purchase Price.
- (B) 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.
- (C) Such funds as the Town is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 3.2(f)(iii)(A), including but not limited to the Town’s payment of the premium for and applicable endorsements to the Title Policy.

(iii) Mutual Deliveries.

- (A) A closing settlement statement prepared by the Title Company setting forth credits, adjustments and prorations between and among Grantor and the Town, the net funds due to or from Grantor, and the net funds due to or from the Town (“**Closing Settlement Statement**”).
- (B) Such other documents as the Title Company reasonably and customarily requires parties to a commercial real estate transaction, or which Grantor and the Town otherwise may have agreed in this Agreement, to deliver at the Closing.

(g) Grantor's Representations and Warranties. The Town and Grantor will each represent, warrant, and covenant to the other Party as to the matters set forth in Exhibit B ("Representations and Warranties") as of the Closing Date.

(h) Closing Costs. As to be set forth in the Closing Settlement Statement (and without limitation of other costs and expenses that may be reflected therein), Grantor and the Town will be responsible for payment at Closing of:

(i) Grantor's Costs and Adjustments. Grantor will pay: (A) to the extent not paid prior to the Closing Date, the current property taxes; (B) Grantor's own attorneys' fees; and (C) 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) fifty percent (50%) of the fees, costs and expenses of the Escrow Agent.

(ii) 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 Grantor Property; (B) the Town's own attorneys' fees; (C) the fees and premiums payable in connection with the Title Commitment and issuance of any Title Policy the Town elects to obtain for the Grantor Property; 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) fifty percent (50%) of the fees, costs and expenses of the Escrow Agent.

3.3 Effect of Town's Purchase of the Grantor Property. If the Town timely exercises its Purchase Option and Closes on the Grantor Property, the Easement Option, or the Easement if granted, will terminate by operation of merger, this Agreement will automatically terminate, without the requirement of further action, demand or notice by the Parties, and neither Party will have any further rights or obligations hereunder, except those that expressly survive termination of this Agreement. In such event, the Parties may Record a termination of this Agreement.

3.4 Expiration of Purchase Option Term. Upon expiration of the Purchase Option Term without the Town having timely exercised the Purchase Option, the Purchase Option will expire, this Agreement will automatically terminate, and the provisions of Section 5.2(c) will apply.

3.5 Assignment. The Purchase Option granted to the Town is personal to the Town and does not apply to any successors or assigns of the Town. Any assignment of the Purchase Option by the Town to a third party will be void and of no force or effect per the terms of this Agreement.

ARTICLE 4 INVESTIGATIONS; "AS IS" TRANSACTIONS

4.1 Town's Investigations. Pursuant to the terms of the Settlement Agreement, the Town has previously reviewed and conducted due diligence to its satisfaction with respect to the physical and environmental condition of the Grantor Property, suitability of the Grantor Property for the Town's intended use, Title Matters, and also with respect to the AOC, Reservoir

Instruments, Reservoir Agreement, Comfort/Status Letter, and Agencies Requirements. Upon receipt of the Town's written request to update its due diligence investigations with respect to the Grantor Property, Grantor will grant the Town a non-exclusive license ("**License**") to access and enter upon the Grantor Property at reasonable times and from time to time for the purposes of conducting additional due diligence investigations, including an updated Phase I and Phase II Environmental Site Assessment and geotechnical surveys, at no cost or expense to Grantor. As a condition of exercising its rights pursuant to the License, the Town will maintain, and cause any third-party contractors to maintain, certain insurance requirements and indemnify Grantor to the extent permitted by law for any claims, demands, liens, costs, expenses, damages, and liabilities arising from the Town's due diligence activities. The License and insurance and indemnification requirements will be generally consistent with the scope and requirements set forth in Section 5(c) of the Settlement Agreement.

4.2 Grantor Disclosures. Within ten (10) business days after Grantor receives the Town's Purchase Option Notice, Grantor 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 that were not otherwise provided to the Town as part of the "Battle North's Disclosures" identified in Section 5(d) of the Settlement Agreement, to the extent in Grantor's possession or control, without obligation to obtain documents not in Grantor'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 Grantor, to the extent relating or pertaining to the Grantor Property (collectively, "**Grantor Disclosures**"):

(a) Surveys. Grantor's most recent ALTA survey(s) that includes the Grantor Property.

(b) 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/csinfo.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 the Town of Minturn, Colorado: 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.

(c) 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 Grantor'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 Grantor.

(d) Transfer of Documents. If Battle North, LLC conveys fee title to the Grantor Property to a District, District will, upon the Town's written request, make the materials described in this Section 4.2 available to the Town to the extent such materials are in District's possession. This Section 4.2(d) will survive such transfer and, thereafter, will continue to be applicable to District.

4.3 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 additional environmental liability protections related to the Grantor Property ("**CERCLA Protections**"), which may include one or more of: (i) updated or revised Comfort/Status Letter from CDPHE and/or EPA; (ii) environmental insurance; (iii) the Agencies' approval of remedial plans as provided in the AOC or the Restrictive Notice; or (iv) other mechanisms of managing potential environmental liabilities associated with the Grantor Property. 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, Grantor may cooperate with and facilitate the Town's efforts to secure CERCLA Protections to the Town's satisfaction.

4.4 Termination Prior to Closing. By delivery to Grantor of a written notice of termination prior to the Closing Date, the Town will have the right to terminate the exercise of its Purchase Option if the Town is not satisfied with the results of its diligence activities, for any other reason, or for no reason.

4.5 Environmental Definitions. As used in this Agreement:

(a) "**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 Purchase Option Term) 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).

(b) "**Environmental Laws**" means all laws, rules and regulations, as well as all agreements between the Agencies and Grantor 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.

4.6 “As Is” Transaction; Grantor Property Condition. The Town (for itself and its successors and assigns) acknowledges that if the Town exercises its Easement Option, it will acquire the Easement or, if the Town exercises its Purchase Option, it will acquire fee title to the Grantor Property in its “AS IS, WHERE IS, AND WITH ALL FAULTS” condition as of the Closing Date or effective date of the Perpetual Easement Agreement, as applicable. The Town (for itself and its successors and assigns) accepts all risks regarding all attributes and conditions, latent or otherwise, of the Grantor Property. The Town will acquire any Easement and, if the Town exercises its Purchase Option, title to the Grantor Property based solely upon the Town’s due diligence investigations and not in reliance on any statement, representation or inducement of Grantor, except as expressly provided in the Representations and Warranties set forth in Exhibit B. Without limitation of the foregoing:

(a) No Implied Representations. The Town acknowledges that except as provided in the Representations and Warranties set forth in Exhibit B: (A) NEITHER GRANTOR NOR ANY SUCCESSOR OWNER OR AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF GRANTOR (OR ANY SUCCESSOR OWNER) HAS MADE (OR HAS AN OBLIGATION TO TOWN TO MAKE), AND GRANTOR SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE GRANTOR PROPERTY, INCLUDING, WITHOUT LIMITATION, (1) THE NATURE, QUANTITY, QUALITY OR CONDITION OF THE GRANTOR PROPERTY; (2) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GRANTOR PROPERTY; OR (3) COMPLIANCE OF OR BY THE GRANTOR PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING, WITHOUT LIMITATION, CERCLA (DEFINED BELOW) OR ANY OTHER ENVIRONMENTAL LAWS (DEFINED BELOW); AND (B) TOWN IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE GRANTOR PROPERTY AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF, OR TO BE PROVIDED BY OR ON BEHALF OF, GRANTOR (OR THE APPLICABLE SUCCESSOR OWNER(S)) OR UPON ANY REPRESENTATIONS MADE TO IT BY GRANTOR, SUCCESSOR OWNER, OR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF GRANTOR OR A SUCCESSOR OWNER. ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR (OR ANY SUCCESSOR OWNER(S)) WITH RESPECT TO THE GRANTOR PROPERTY WAS OR MAY BE OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (OR ANY SUCCESSOR OWNER(S)) 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.

(b) Waiver and Release. The Town (for itself and its respective successors and assigns) releases Grantor 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 Grantor Property as of the Effective Date, effective date of any Perpetual Easement Agreement, or any Closing Date, including, without limitation, the presence on, under or about the Grantor Property of any Hazardous Materials, including, without limitation, Hazardous Materials documented in the AOC and the Comfort/Status Letter; (B) any and all liability resulting from the failure of the Grantor Property to comply with any applicable laws as of the Effective Date (but not thereafter), 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 Grantor Property. Nothing in the foregoing will be interpreted to release any such claims or causes of action to the extent Grantor introduces Hazardous Materials to the Grantor Property on or after the Effective Date or Hazardous Materials are exacerbated by Grantor's negligence or intentional misconduct, or arise out of Grantor's failure to comply with the Restrictive Notices, the AOC (after any Closing), or Environmental Law with respect to the Grantor Property.

4.7 Grantor's Release. Grantor hereby releases the Town 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 any and all current and future claims and demands, including claims for liens, costs, expenses, damages and liabilities, and reasonable attorneys' fees and costs, arising out of Hazardous Materials existing in, on, under or around the Grantor Property, including, without limitation, Hazardous Materials documented in the AOC and the Comfort/Status Letter. Nothing in the foregoing will be interpreted to release any such claims or causes of action to the extent Hazardous Materials were introduced to the Grantor Property by such parties on or after the grant of any Easement hereunder or exacerbated by the negligence or intentional misconduct of such persons, or arise out of such persons' failure to comply with the Restrictive Notices, the AOC (after any Closing), or Environmental Law with respect to the Grantor Property.

4.8 Survival. The terms and conditions of this ARTICLE 4 will survive any Closing pursuant to the Purchase Option, will survive the Recording of any Perpetual Easement Agreement, and will survive any termination of this Agreement.

ARTICLE 5 GENERAL PROVISIONS

5.1 Default; Remedies. If a defaulting Party does not cure a default in the performance of its obligations under this Agreement within fifteen (15) days after written notice of such default from the non-defaulting Party (or in the case of a default that would reasonably take more than fifteen (15) days to cure, if the defaulting Party fails to undertake substantial action to cure such

default within such fifteen (15) day period or thereafter fails to diligently pursue completion of such cure), the non-defaulting Party will have all remedies available to it at law or in equity.

5.2 Termination. This Agreement may be terminated as follows:

(a) By Agreement. The Parties may, by mutual agreement, terminate this Agreement by Recording a written termination notice executed by the Parties, and neither Party will have any further rights or obligations hereunder, except those that expressly survive termination of this Agreement.

(b) Town's Purchase of the Grantor Property. Pursuant to Section 3.3, if the Town Closes on the Grantor Property, this Agreement will automatically terminate, without the requirement of further action, demand or notice by the Parties, and neither Party will have any further rights or obligations hereunder, except those that expressly survive termination of this Agreement. In such event, the Parties may Record a termination of this Agreement.

(c) Expiration of Option Terms. If this Agreement terminates pursuant Section 2.5 or Section 3.4, neither Party will have any further rights or obligations hereunder, except those that expressly survive termination of this Agreement. In such event, either Party may Record a termination of this Agreement.

5.3 Assignment; Enforcement; Amendment; Successors-in-Interest. This Agreement and the rights and interests established hereunder for the Town's benefit will not be assignable or transferable by the Town in any respect, and any purported assignment or transfer of any such rights or interests will be null and void *ab initio* at the election of Grantor. Only the Town will have right to enforce this Agreement and any obligations or duties of Grantor hereunder, and no such right of enforcement will inure to the benefit of any member of the general public. This Agreement may be terminated, amended or modified only by further Recorded instrument mutually executed by the Town and Grantor, and the Town will have and retain all right, power and authority to make any such termination, amendment or modification, or to waive any rights hereunder as the Town may determine to be appropriate. This Agreement, including all covenants, agreements, rights and obligations created hereby, will run with the land comprising the Grantor Property, and will be binding on and inure to the benefit of all persons having or acquiring fee title to, or other legal or equitable interest in, the Grantor Property, all upon the terms, provisions and conditions set forth in this Agreement. In accordance with Section 2.4 of the Servitude, Grantor may convey fee title to the Grantor Property to the District(s).

5.4 No Public Dedication. Nothing herein will be deemed or construed as a grant of a public dedication of any fee ownership interest in the Grantor Property or other related or affected properties. During the term of this Agreement, Grantor retains its fee ownership interests in all respects, it being the Parties' intent that the sole property interests conveyed by this Agreement are the Easement Option and Purchase Option, as the same are governed by the other provisions of this Agreement.

5.5 No Owner or Operator Status. The grant of the Easement Option, any grant of the Easement, or the grant of the Purchase Option herein are NOT intended nor will they be deemed

or construed to grant or provide to the Town “owner” or “operator” status with respect to the Grantor Property as such terms are defined in CERCLA § 101, 42 U.S.C. § 9601.

5.6 Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties. Nothing contained in this Agreement will give or allow any claim or right of action by any other or third person under this Agreement. Other than the Parties, any person receiving services or benefits under this Agreement will be deemed to be an incidental beneficiary only.

5.7 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any legal proceeding to enforce or interpret this Agreement will be in the state district court for Eagle County, Colorado.

5.8 Attorneys’ Fees. The substantially prevailing Party in any legal proceeding to enforce or interpret this Agreement will be awarded its reasonable attorneys’ fees and expenses from the non-prevailing Party. The provisions of this Section 5.8 will survive termination of this Agreement.

5.9 Governmental Immunity. Nothing in this Agreement is intended or will be construed to waive or limit any rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, that Grantor or Town may have or assert against third parties.

5.10 Recording. This Agreement will be Recorded promptly after the Effective Date.

5.11 Entire Agreement; Modification. This Agreement sets forth the Parties’ entire understanding regarding the matters addressed herein and supersedes any previous communications, representations or agreements, whether oral or written, including, but not limited to the Servitude and the Settlement Agreement dated September 6, 2023 by and between the Parties. This Agreement will not be amended except by written instrument signed by the Parties.

5.12 Headings. The headings which appear in the Sections of this Agreement are for purposes of convenience and reference and are not to be construed as modifying or used in interpreting the Sections in which they appear.

5.13 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable Party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third (3rd) business day after it is mailed. All such notices or other communications will be addressed as follows:

If to Grantor: Battle North, LLC
 164 Railroad Ave. [Physical]
 P.O. Box 56 [mailing]
 Minturn, CO 81645
 Attention: Tim McGuire
 Telephone: 802.473.0275
 Email: tmcguire@acpcommunities.com

with required copies to: Crave Real Estate
 3500 St. Jacques
 Montreal, Quebec, Canada H4c1h2
 Attention: Lorne Bassel
 Telephone: 514.940.1199
 Email: lbassel@craverealestate.com

ACP Communities, LLC
 3284 Northside Parkway NW, Suite 570
 Atlanta, Georgia 30327
 Attention: Amy Wilde
 Telephone: 404.334.0450
 Email: awilde@acpcommunities.com

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
 950 17th Street, Suite 1600
 Denver, CO 80202
 Attention: Munsey Ayers [020665-0009]
 Telephone: 303.575.7555
 Email: munsey@ottenjohnson.com

If to Town: Town of Minturn
 302 Pine Street
 P.O. Box 309
 Minturn, CO 81645
 Attention: Town Manager
 Telephone: (970) 827-5645
 Email: manager@minturn.org

with a required copy to: Karp Neu Hanon PC
 201 14th Street, Suite 200
 P.O. Box 2030
 Glenwood Springs, CO 81602
 Attn: Michael J. Sawyer, Esq. (Minturn Town Attorney)
 Telephone: (970) 945-2261
 Email: mjs@mountainlawfirm.com

A Party may change its address or contact information by the giving of written notice to the other Party in accordance with this Section 5.13.

5.14 Electronic Signatures; Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. The facsimile, pdf, or DocuSign signature of any Party on this Agreement (and on any instrument required or permitted to be delivered to a Party pursuant to this Agreement) will be deemed an original for all purposes. Amendments to this Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, will constitute a fully executed amendment to this Agreement and will be considered a single document.

[Signature and Exhibit pages follow this page]

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

GRANTOR:

Battle North, LLC,
a Georgia limited liability company

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

By: _____
Name: Lorne Bassel
Title: President

PROVINCE OF _____)
CITY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of _____, 20__, 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: _____

TOWN:

Town of Minturn,
a municipal corporation of the State of Colorado

By: _____
Name: _____
Title: Mayor

ATTESTED by:

By: _____
Town Clerk

APPROVED as to legal form:

By: _____
Town Attorney

EXHIBIT A
Form of Special Warranty Deed

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:

SPECIAL WARRANTY DEED
STATUTORY FORM – C.R.S. § 38-30-113(1)(B)
(Old Tailings Pile – Parcel 3 and Processing Area – Parcel 4)

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 One and 00/100 Dollars (\$1.00), 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 302 Pine Street, P.O. Box 309, Minturn, CO 81645, Attn: Town Manager, 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 easement 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

(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____.

GRANTOR:

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 Option to Acquire Easement for Recreational Use or Fee Simple Interest
(Old Tailings Pile (Parcel 3) and Processing Area (Parcel 4))
Page 2

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

[Insert 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 Easement 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.

Grantor and Grantee will modify and narrow the general, blanket Reserved Easement described above 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. 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. **[Scope of Reserved Easement to be determined at the time of conveyance.]**

DEED RESTRICTION

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may not be used:

- (i) for a period ending **[insert date that is 30 years after the Closing Date]** as a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code in effect as of **[September 10, 2024]**); or
- (ii) for any industrial purpose such as manufacturing, processing, assembling, fabricating, repairing (including vehicle service or repairs), warehousing, receiving, storing, mining and related resource extraction, junkyard, or similar industrial uses. Municipal uses, such as ground mounted solar energy systems and public works facilities, are not considered industrial uses prohibited by this Deed Restriction.

Exhibit A
to Option to Acquire Easement for Recreational Use or Fee Simple Interest
(Old Tailings Pile (Parcel 3) and Processing Area (Parcel 4))

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/incorporated from applicable Title Commitment Schedule B-II]

Exhibit A
to Option to Acquire Easement for Recreational Use or Fee Simple Interest
(Old Tailings Pile (Parcel 3) and Processing Area (Parcel 4))
Page 5

EXHIBIT B

Representations and Warranties

Grantor and the Town will each represent, warrant and covenant to the other Party as to the matters set forth herein as of the Closing Date of the Purchase Option.

1. **Grantor's Representations and Warranties.** Grantor represents, warrants and covenants to the Town as follows:

(a) Authority. Grantor is a limited liability limited 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.

(b) 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 Grantor are and will be valid, legally binding obligations of and enforceable against Grantor in accordance with their terms.

(c) Grantor Disclosures. To Grantor's actual knowledge, the Grantor Disclosures made available to the Town pursuant to Section 4.2 of this Agreement constitute all of such materials as are in Grantor's possession or control.

(d) No Bankruptcy Proceedings. No bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against any entity comprising Grantor, and to Grantor's actual knowledge, no such entity has an intention of filing or commencing any such action or proceeding.

(e) Litigation. There are no actions, suits, litigation or proceedings pending, or to Grantor's actual knowledge threatened, affecting the Grantor Property. There are no actions, suits, litigation or proceedings pending, or to Grantor's actual knowledge threatened, affecting Grantor'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 Grantor under this Agreement.

(f) Condemnation. Grantor has no actual knowledge, and has received no notice from any governmental authorities, that proceedings for the condemnation of any portion of the Grantor Property are pending.

(g) No Violations. To Grantor's actual knowledge, during Grantor's ownership of the Grantor Property, the Grantor Property has been and presently is used and operated in compliance in all material respects with, and in no material way violate, any applicable

Exhibit B

to Option to Acquire Easement for Recreational Use or Fee Simple Interest
(Old Tailings Pile (Parcel 3) and Processing Area (Parcel 4))

Page 1

statute, law, regulation, rule, ordinance, order or permit of any kind whatsoever affecting the Grantor Property or any part thereof.

(h) Leases. Except as disclosed in the Grantor Disclosures, no portion of the Grantor Property is subject to any lease, license, easement or right of access.

(i) Service Contracts. Except as disclosed in the Grantor Disclosures, there is no agreement, in writing or otherwise, between Grantor and any other person or persons for service, supply, maintenance, management or the operation of the Grantor Property which is not cancelable upon not more than thirty (30) days' notice without payment of any penalty or premium.

(j) Hazardous Materials; Environmental Liens. To Grantor's actual knowledge, and except as disclosed in the Grantor Disclosures: (A) Grantor 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 Grantor Property related to any release or alleged release of Hazardous Materials at or from any portion of the Grantor Property; (B) neither the Grantor Property 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 Grantor Property; (D) there are no Hazardous Materials located at, on or under the Grantor Property 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 Grantor Property; (F) with the exception of utilities, if any, there are no underground storage tanks or pipelines located on the Grantor Property or any portion thereof; (G) Grantor 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 Grantor Property is subject to any environmental lien, environmental use restriction or environmental covenant.

2. Town's Representations and Warranties. The Town represents, warrants and covenants to Grantor as follows:

(a) 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.

(b) 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

Exhibit B
to Option to Acquire Easement for Recreational Use or Fee Simple Interest
(Old Tailings Pile (Parcel 3) and Processing Area (Parcel 4))

Page 2

are and will be valid, legally binding obligations of and enforceable against the Town in accordance with their terms.

3. **No Other Representations.** Except as expressly set forth in this Exhibit B, this Agreement is made without representation or warranty of any kind by the Parties.

4. **Changed Circumstances.** If Grantor acquires actual knowledge of any act or circumstances which would change or render incorrect, in any material respect, any representation or warranty made by Grantor under this Agreement, whether or not such representation or warranty was based upon Grantor's knowledge and/or belief as of a certain date, Grantor will give prompt written notice of such changed fact or circumstance to the Town. Grantor 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 Grantor 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 of the Purchase Option.

5. **Survival.** Each Party making representations and warranties in this Exhibit B acknowledges the Party to whom they are given will materially rely upon them in proceeding with the Closing. 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 Exhibit B.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTN: MICHAEL J. SAWYER**

Pursuant to C.R.S. § 39-13-104(1)(a),
No Documentary Transfer Tax Payable.

**RECREATIONAL EASEMENT AGREEMENT
AND OPTION TO PURCHASE
(Maloit Wetlands – Parcel 12)**

THIS RECREATIONAL EASEMENT AGREEMENT AND OPTION TO PURCHASE (Maloit Wetlands – Parcel 12) (this “**Agreement**”) is made and entered into as of this ____ day of September, 2024 (“**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): Battle North, LLC, a Georgia limited liability company (together with its successors and assigns, “**Grantor**”), and the Town of Minturn, Colorado, a home rule municipal corporation (the “**Town**”).

RECITALS

This Agreement is made with respect to the following facts:

A. Grantor is the fee simple owner of Parcel 12, Battle Mountain North Exemption Plat (“**Exemption Plat**”) recorded in the real property records of the Eagle County clerk and recorder’s office (“**Record(ed)(ing)**”) contemporaneously with the Effective Date (“**Grantor Property**”). All references to “Parcel” herein refer to the legally conveyable parcels designated in the Exemption Plat.

B. The Parties have entered into that certain Settlement Agreement dated September 6, 2023, approved by Minturn Town Council pursuant to Resolution 25 – Series 2023 (“**Settlement Agreement**”), to settle a case known as *Town of Minturn v. Battle One Developer, LLLP et al.*, Eagle County District Court Case No. 2022CV30050 (“**Litigation**”). Among other things, the Settlement Agreement requires the conveyance of certain perpetual easements and purchase options to the Town and the recording of certain restrictions on use of “Restricted Parcels” (defined in the Settlement Agreement), which Restricted Parcels include, but are not limited to, the Grantor Property.

C. In full satisfaction of Grantor’s obligations pursuant to Section 7(b)(ii) of the Settlement Agreement, Grantor Recorded that certain Declaration of Restrictive Covenant and Servitude (Restricted Parcels) contemporaneously with the Effective Date (“**Servitude**”), which imposes certain restrictions on the Restricted Parcels.

D. Pursuant to Section 7(b)(i) of the Settlement Agreement, Grantor undertook the obligation to grant the Town a perpetual, non-exclusive easement in gross for limited non-vehicular public access and recreational purposes (the “**Easement**”) on, over and across Grantor Property (“**Easement Obligation**”).

E. Pursuant to Section 7(b)(iii) of the Settlement Agreement, Grantor undertook the obligation to grant to the Town an option to acquire fee title to the Grantor Property (“**Purchase Option Obligation**”).

F. Grantor and/or the Grantor Property are subject to certain restrictions and requirements (“**Agencies Requirements**”) imposed by the United States Environmental Protection Agency (“**EPA**”) and/or the Colorado Department of Public Health and Environment (“**CDPHE**”) and, collectively with the EPA, “**Agencies**”) pursuant to the Administrative Order on Consent for Response Action and Release and Waiver of CERCLA Lien, Docket No. CERCLA 08-2018-0009 (“**AOC**”) and the Notice of Environmental Use Restrictions imposed by CDPHE pursuant to C.R.S. Section 25-15-321.5 Recorded on November 20, 2019, at Reception No. 201919763 (“**Restrictive Notice**”).

G. As of the Effective Date, the Restrictive Notice does not allow the Permitted Uses (defined in Section 2.1). However, the EPA issued that certain letter to the Town dated July 1, 2024, regarding Bona Fide Prospective Purchase Considerations, Eagle Mine Superfund Site, Eagle County (the “**Comfort/Status Letter**”), which provides, among other terms and conditions, that “[h]istorically, the Agencies have approved winter recreational hiking and Nordic skiing and associated Nordic trail grooming in [the Grantor Property] when the area is covered by snow. The Agencies would like to memorialize this approval in the future with a modification to the [Restrictive Notice].”

H. The Town has reviewed and conducted initial due diligence with respect to encumbrances of record that affect title to the Grantor Property, including the Restrictive Notice (“**Title Matters**”), and also with respect to the AOC. The Town may perform future due diligence in relation to its exercise of the option granted by this Agreement in accordance with the terms and conditions set forth in this Agreement.

I. In full satisfaction of Grantor’s Easement Obligation and Purchase Option Obligation, Grantor desires to grant to the Town, and the Town desires to accept, the Easement and Purchase Option (defined in Section 3.1) upon the terms and conditions provided in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1 Recitals

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated in and made substantive provisions of this Agreement.

Article 2 Grant of Easement

2.1 Grant of Perpetual Easement. Subject to the Title Matters, the AOC, Use Limitations (defined in Section 2.3), Statutory Protections (defined in Section 2.2), and other terms and conditions of this Agreement, Grantor hereby grants, bargains, sells and conveys to the Town the Easement on, over, across, and through the Grantor Property for the limited purposes of the following uses and no others, which uses must be undertaken consistent with the Comfort/Status Letter and in compliance with other Agencies Requirements as applicable, from time to time, to the Grantor Property (collectively, the “**Permitted Uses**”):

(a) Non-vehicular public access and non-motorized winter recreational open space uses, including but not limited to Nordic/cross-country skiing, equestrian, and hiking by Public Recreational Users (defined in Section 2.2) along a trail or trails within the Grantor Property when such are is covered by snow (“**Recreational Access**”); and

(b) Town’s construction, installation, inspection, maintenance, repair and replacement of the Permitted Improvements (defined in Section 2.5) that Town installs and maintains within the Easement Area.

2.2 Statutory Protections. The Parties intend that the Easement, being granted to the Town for recreational and related public access purposes, is to be subject to and within the scope of C.R.S. §§ 33-41-101, *et seq.*, and 13-21-115 (collectively, “**Statutory Protections**”), is to be construed as having been granted for a “recreational purpose” as defined in C.R.S. §§ 33-41-102(5) and 33-41-103(2)(e)(III), that individuals entering upon the Grantor Property (“**Public Recreational User(s)**”) do so as “invited guests” as defined in C.R.S. § 33-41-103(2)(e)(I) or, and only to the extent not construed to be “invited guests,” as a “licensee” as defined in C.R.S. § 13-21-115(7)(c), and that Grantor is and will be construed to be entitled to those protections from and limitations on landowner liability to the fullest extent provided for in the Statutory Protections and applicable common law limitations on landowner liability.

2.3 Use Limitations. Subject to Grantor’s entitlement to the Statutory Protections to the fullest extent, in exercising the Recreational Access within the Grantor Property, the following express limitations (collectively, the “**Use Limitations**”) apply:

(a) Each Public Recreational User who enters the Grantor Property for the purpose of Recreational Access does so at such Public Recreational User’s risk, assumes all risk of engaging in the Permitted Uses upon the Grantor Property in its “as is” condition, and waives all claims consistent with the Statutory Protections.

(b) No Public Recreational Users or any other third parties, either individually or collectively, will be construed to have any legal or equitable rights arising solely under this Agreement.

(c) No Public Recreational Users or any other third parties, either individually or collectively, will be construed to have any legal or equitable right to enforce the this Agreement, such enforcement rights being expressly limited and reserved to the Parties.

(d) Any benefit to Public Recreational Users under this Agreement is incidental to and arises solely through and derivative of the Town's status as a Party, and only to the extent the Town's rights under this Agreement constitute or are construed as constituting rights held in public trust.

(e) This Agreement burdens and encumbers the Grantor Property only and does not burden or encumber, and will not be construed to encumber title to, any portion of the Grantor Property that is adjacent to, but does not overlap or include, all or any portion of the Grantor Property.

(f) No party will operate motorized vehicles within the Grantor Property, except to the extent, if any, such operation is pursuant the Agencies Requirements.

(g) Permitted Uses may be further limited (but may not be expanded) by the Town's ordinances, rules, and regulations as in effect from time to time that govern the use of public recreational areas under the Town's jurisdiction.

(h) Except for Permitted Improvements as expressly provided in Section 2.5 and improvements permitted pursuant to the Reserved Uses as provided in Section 2.7, neither Party will install, construct or operate any surface or subsurface improvements within, on or under the Grantor Property.

2.4 Trespassers. Trespassers (as defined in C.R.S. § 13-21-115(7)(d)) will be subject to prosecution for such trespass, and the Statutory Protections will apply for the benefit of Grantor.

2.5 Permitted Improvements. The Town may cause to be installed within the Grantor Property, at no cost to Grantor, certain of the following improvements that are or will be within the scope of the Permitted Uses (collectively, the "**Permitted Improvements**"):

(a) Required Improvements. If the Town utilizes the Grantor Property for Recreational Access, then, prior to commencing Recreational Access activities within the Grantor Property, the Town must install signage advising Public Recreational Users of the limits of the Grantor Property, the applicability of the Statutory Provisions, and that no trespassing into adjacent portions of the Grantor Property is permitted (together with such discretionary fencing and other measures, if any, as the Town determines desirable and Grantor approves pursuant to Section 2.5(b) for the purpose of marking the limits of the Grantor Property and establishing physical barriers, the "**Trespass Controls**").

(b) Elective Improvements. In addition to the required Trespass Controls, and with Grantor's prior written consent, not to be unreasonably withheld, conditioned or delayed, the Town may elect to install certain improvements that are consistent with and supportive of the Recreational Access purpose of the Grantor Property, including but not limited to discretionary Trespass Controls (i.e., physical barriers and marking of Grantor Property limits), groomed trail surfaces, trash receptacles, picnic tables, clearing of vegetation (brush, trees, bushes, etc.) adjacent to trail improvements, information signage, and similar improvements.

(c) Ownership of Permitted Improvements. All Permitted Improvements, if any, in the Grantor Property will be and will remain the Town's property.

2.6 Management and Maintenance Obligations. Except to the extent caused by or required for the Reserved Uses, the Town will be solely responsible, at no cost or expense to Grantor, for the management, maintenance and repair of the Grantor Property and any Permitted Improvements installed therein. Without limitation of the foregoing:

(a) Neither Grantor nor the Town will impose, collect or receive any fee or charge, and no revenue will be collected from any Public Recreational User, for the Permitted Uses within the Grantor Property or for use and enjoyment of the Permitted Improvements.

(b) The Town will maintain and keep the Grantor Property and the Permitted Improvements in a good, sightly and safe condition at all times, including but not limited to installation and maintenance of the Trespass Controls. Except to the extent caused by or required for the Reserved Uses, the Town will conduct all maintenance work for the Grantor Property, the Permitted Improvements and related activities within, and will not extend beyond, the boundaries of the Grantor Property.

(c) To the extent either Party causes damage to the Grantor Property or another Party's improvements (i.e., the Town's Permitted Improvements, Grantor owned improvements or Recreational Improvements (defined in Section 2.7), or other third-party owned improvements), the responsible Party will promptly, and at no cost or expense to the other Party, repair or cause the repair of damage to the Grantor Property or such damaged improvements, utility provider owned utility lines or facilities, and other third party owned improvements located within the Grantor Property. Upon completion of any such maintenance or repair work, the responsible Party will cause all affected areas to be restored to substantially the same condition in which they were found before undertaking the applicable work (subject to the presence of any Permitted Improvements). In the course of any such work, the responsible Party will also cause the affected areas to be kept in a reasonably clean and neat condition, and upon the completion of the applicable work, will cause all materials, supplies and equipment to be removed from the affected areas.

(d) The Town will not cause or allow any mechanics' or materialmen's liens to be filed against the Grantor Property or any adjacent property owned by Grantor as a result of any work performed or material furnished on behalf of the Town (a "**Lien**"). If a Lien is filed, the Town will, at its sole cost and expense, cause the Lien to be discharged or bonded off of record not later than forty-five (45) days after the Town's receipt of notice of the filing of such Lien. If such Lien is not discharged or bonded off of record within such forty-five (45) day period, Grantor may, but will have no obligation to, defend, prosecute or pursue any action that Grantor deems reasonably necessary to discharge the Lien, and to the extent permitted by law, the Town will promptly reimburse Grantor's out-of-pocket expenses incurred in connection therewith upon demand therefor by Grantor, subject to Grantor's delivery to the Town of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses. The Town's obligations pursuant to this Section 2.6(d) will survive termination of this Agreement for a period of one (1) year.

(e) Except to the extent caused by or required for the Reserved Uses or as provided in Section 2.6(c): (i) Grantor will have no obligation with respect to, and will be subject to no liability regarding or arising from the condition of the Grantor Property and the Permitted Improvements; (ii) Grantor will not be liable for the management of the Permitted Improvements, and will have no obligation or duty whatsoever to construct or furnish any maintenance, repairs or replacements for any Permitted Improvements, or to provide notice or warning of any dangerous or defective conditions relating to the Grantor Property (unless required by the Statutory Protections) or the Permitted Improvements, or to otherwise regulate in any respect the use and enjoyment of the Grantor Property or the Permitted Improvements; and (iii) Grantor will not be liable for any injury, harm, damage or liability that may result from any failure by the Town or the Town's contractors, employees, or agents to properly discharge the Town's obligations and duties in relation to the use and enjoyment of the Easement, the Permitted Improvements, or that may otherwise arise in relation to such use and enjoyment by Public Recreational Users within the Grantor Property; provided, however, that the foregoing will not relieve Grantor from any liability for damage to the Permitted Improvements, or for dangerous or defective conditions relating to the Grantor Property or the Permitted Improvements, to the extent caused by actions of Grantor or its contractors, employees or agents that constitute gross negligence or willful misconduct.

2.7 Reserved Uses. The Easement is non-exclusive, and Grantor reserves for itself and for Grantor's employees, agents contractors, subcontractors and consultants, the right to use the Grantor Property and to grant further easements and other interests in (for the limited purposes of planning, design, construction, operation, maintenance, repair, replacement of utilities serving Grantor's Property and Exemption Plat Parcels 7, 9, 13, 14, 15 and 16 (collectively, the "**Battle Retained Parcels**")), and permit others to use, the Grantor Property so long as such grants and uses do not unreasonably interfere or conflict with the Permitted Uses and the use and enjoyment of the Easement permitted hereunder by the Town (collectively, the "**Reserved Uses**"). The Reserved Uses include but are not limited to: (i) Grantor's performance of its obligations pursuant to and implementation of the AOC, Restrictive Notice, and other Agencies Requirements that require activities within the Grantor Property; (ii) installation and maintenance of utilities and related improvements as may be necessary or desirable in connection with development within the Grantor Property or the Battle Retained Parcels; and (iii) construction of recreational improvements consistent with the Permitted Uses and Permitted Improvements ("**Recreational Improvements**"). Pursuant to Section 2.6(c), upon completion of any such work within the Grantor Property, Grantor or such third party will cause all affected areas and existing Permitted Improvements to be restored to substantially the same condition in which they were found before the undertaking of the applicable work. Grantor will further have the right to interrupt temporarily (such interruption not to exceed fourteen (14) calendar days) the use and enjoyment of the Grantor Property as necessary or appropriate in connection with the Reserved Uses within or proximate to the Grantor Property, subject to providing the Town with fourteen (14) calendar days prior written notice.

2.8 Coordination of Improvements.

(a) **Town's Permitted Improvements.** Prior to the Town's construction of any Permitted Improvements, the Town will submit a recreational improvement plan

identifying locations of proposed Permitted Improvements for Grantor's review and approval (which approval will not be unreasonably withheld, conditioned or delayed). Grantor will complete its review and provide its decision within thirty (30) calendar days of receipt of the Town's recreational improvement plan. At any time, the Town may submit additional recreation improvement plans or amend the recreational improvement plan and submit the same for Grantor's approval pursuant to this Section 2.8(a).

(b) Grantor's Recreational Improvements. Prior to Grantor's construction of any Recreational Improvements, Grantor will submit a recreational improvement plan identifying locations of proposed Recreational Improvements for Town's review and approval (which approval will not be unreasonably withheld, conditioned or delayed). Town will complete its review and provide its decision within thirty (30) calendar days of receipt of Grantor's recreational improvement plan. At any time, Grantor may submit additional recreation improvement plans or amend the recreational improvement plan and submit the same for the Town's approval pursuant to this Section 2.8(b).

2.9 Cooperation. The Town, in the conduct of the Permitted Uses, and Grantor, in the conduct of the Reserved Uses, will in good faith coordinate their respective activities within the Grantor Property. If requested by the Town in writing, Grantor will, at no out-of-pocket cost to Grantor, reasonably cooperate with the Town to request from the EPA a modification to the Restrictive Notice to allow the Permitted Uses; provided, however, any additional remediation work or governmental approvals necessary for the Agencies to approve such modification and/or to implement the Permitted Uses will be the sole responsibility of the Town and at the Town's sole cost and expense.

2.10 Compliance with Laws. Each Party, at its sole cost and expense, will comply with all federal, state and local requirements, regulations, ordinances and laws (including the Agencies Requirements) regarding the Permitted Uses or the Reserved Uses, as applicable, conducted within the Grantor Property, and will be solely responsible for any fines, fees or costs associated with its uses within the Grantor Property. Without limiting the foregoing, such Party will be solely responsible, at its expense, to obtain all necessary governmental approvals relating to the Permitted Uses or the Reserved Uses, as applicable, including, but not limited to any necessary governmental approvals related to the AOC (as applicable to Grantor), Restrictive Notice, or other Agencies' Requirements. Except as provided in Section 2.9, Grantor will not be construed to have any obligation to the Town to undertake any activities to enable the Town's Permitted Uses within the Grantor Property as it relates to the AOC, Restrictive Notice, or other Agencies Requirements. The Town will not be construed to have any obligation to Grantor to undertake any activities to enable the Reserved Uses within the Grantor Property as it relates to compliance with the AOC, Restrictive Notice, or other Agencies Requirements.

2.11 Insurance. During the term of this Agreement, the Parties will maintain the following insurance policies:

(a) Town Insurance. The Town will, at no cost or expense to Grantor: (i) cause Grantor to be named an additional insured on a primary non-contributory basis under its policy of commercial general liability insurance (or equivalent), in an amount not less than the limits under the Colorado Governmental Immunity Act, which are currently

(I) \$424,000 for each occurrence, and (II) \$1,195,000 in the general aggregate, against claims for bodily injury, personal injury, advertising injury, death or property damage, occurring in, on or about the Grantor Property; and (ii) require its contractors and other third parties who enter the Grantor Property pursuant to the Permitted Uses to (A) cause Grantor 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) \$1,000,000 for each occurrence, (II) \$1,000,000 for personal injury, and (III) \$2,000,000 in the general aggregate; and (B) procure and maintain workers' compensation coverage, meeting the statutory requirements of the State of Colorado. Prior to initial entry upon the Grantor Property, and annually within fifteen (15) days of Grantor's written request, the Town will cause written evidence to be delivered to Grantor of such insurance coverages being in effect and cause such coverages to remain in effect at all times during the term of this Agreement.

(b) Grantor Insurance. Grantor will, at no expense to the Town: (i) cause the Town to be named an additional insured under its policy of commercial general liability insurance (or equivalent), in an amount not greater than the limits under the Colorado Governmental Immunity Act, which are currently (I) \$424,000 for each occurrence, and (II) \$1,195,000 in the general aggregate, against claims for bodily injury, personal injury, advertising injury, death or property damage, occurring in, on or about the Grantor Property; and (ii) require its contractors who enter the Grantor Property pursuant to the Permitted Uses to (A) cause the Town 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) \$1,000,000 for each occurrence, (II) \$1,000,000 for personal injury, and (III) \$2,000,000 in the general aggregate; and (B) if a contractor with employees, procure and maintain workers' compensation coverage, meeting the statutory requirements of the state of Colorado; and (iii) cause the Town to be an additional named insured with respect to the Grantor Property on Battle North, LLC's Beazley Eclipse Enviro Covered Location Insurance Policy No. W2E64E210101, and any renewal or replacement thereof purchased by Grantor. On the Effective Date, and annually within fifteen (15) days of the Town's written request, Grantor will cause written evidence to be delivered to Town of such insurance coverages being in effect and cause such coverages to remain in effect at all times during the term of this Agreement.

2.12 Indemnity. Solely to the extent arising directly from the Town's conduct of the Permitted Uses or the Permitted Improvements, or directly from Grantor's conduct of the Reserved Uses, as applicable, each Party will, to the extent permitted by law, indemnify, defend, and hold harmless the other Party from any and all claims, demands, liens, costs, expenses, damages and liabilities, including reasonable attorneys' fees and costs, that are asserted against the indemnified Party, the Grantor Property or the indemnified Party's improvements located within the Grantor Property, or which the indemnified Party may suffer or incur, to the extent arising out of any claims for property damage or personal injury, or claims from materialmen or laborers.

2.13 Grantor Property "As-Is". Grantor disclaims and makes no representations or warranties, expressed or implied, regarding the Grantor Property as of the Effective Date or thereafter, including but not limited to physical condition and suitability for the Permitted Uses for which the Town or Recreational Users may enter upon or occupy the Grantor Property. The Town

and Recreational Users are accessing the Grantor Property and using the Easement based on the “AS IS” physical condition, “WITH ALL FAULTS.” The Town accepts the Easement and the Grantor Property subject to the Reserved Uses, other terms, conditions and limitations set forth in this Agreement, all matters of record, including, but not limited to the Title Matters, and other matters of which Grantee has actual knowledge as of the Effective Date, including but not limited to the AOC, easements, rights-of-way, reservations, covenants, agreements and instruments affecting the Grantor Property. The Town accepts the Easement and Grantor Property based solely upon the Town’s due diligence investigations and not in reliance on any statement, representation, or inducement of Grantor.

Article 3 Grant of Purchase Option

3.1 Grant of Purchase Option; Purchase Option Term. From and after the Effective Date until the day that is twenty-five (25) years after the Effective Date (“**Purchase Option Term**”), Grantor grants the Town an exclusive (subject to Battle North, LLC’s right to convey the Grantor Property, or portions thereof, to Battle North Metropolitan District Nos. 1, 2, 3 or 4 (“**District(s)**” pursuant to Section 5.2 of this Agreement and Section 2.4 of the Servitude) option to purchase (the “**Purchase Option**”) the Grantor Property pursuant to the terms and conditions set forth in this Agreement.

3.2 Purchase Option. The Town may exercise its Purchase Option by providing Grantor written notice (“**Purchase Option Notice**”) of its election prior to the expiration of the Purchase Option Term. If the Town timely exercises the Purchase Option, the following terms and conditions will apply.

(a) Closing Date. The Town will designate in its Purchase Option Notice a date to close (“**Closing**” or “**Close**”) on the purchase of the Grantor Property (“**Closing Date**”). Such Closing Date will be not less than five (5) nor more than sixty (60) days after Grantor’s receipt of the Purchase Option Notice, or such earlier or later business day as the Town and Grantor mutually agree in writing.

(b) Purchase Price. On the Closing Date, the Town will pay Grantor one dollar (\$1.00) (the “**Purchase Price**”) for the purchase of the Grantor Property.

(c) Title Insurance. The Town, in its sole discretion and at its sole cost, may elect to order from a title insurance company of its choice (“**Title Company**”) a commitment (“**Title Commitment**”) for issuance of a policy of title insurance for the Grantor Property in such form, at such insured amount, and with such endorsements, if any, as the Town may choose to purchase (“**Title Policy**”). 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, Grantor 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, Grantor 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.

(d) Subject to Article 4. The Town's Purchase Option and Grantor's obligation to convey the Grantor Property pursuant to this Article 3 is expressly subject to all terms, conditions and limitations set forth in Article 4.

(e) Fee Interest in Grantor Property. Grantor will convey fee title to the Grantor Property 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 Grantor in the year following Closing), by special warranty deed in substantially the form attached at Exhibit A ("Deed"). The Deed may include:

(i) Reserved Easement(s). Grantor may reserve general, blanket easements within the Grantor Property for construction, ownership, operation, maintenance, repair and replacement of existing and to be constructed utilities, roads, pedestrian crossings, sidewalks, bike paths, the Bolts Water Distribution System (as defined in Section 13-1-10 of the Minturn Town Code in effect as of the Effective Date ("**Code**")) and similar infrastructure improvements required or desirable in connection with development of the Battled Retained Parcels ("**Reserved Easement(s)**"). The engineering requirements of infrastructure improvements (excluding the Bolts Water Treatment System (as defined in Section 13-1-10 of the Code)) within, and the final "as built" locations of, the Reserved Easements will be subject to the Town's 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 years of the Closing Date will automatically terminate, and be void and unenforceable. If Grantor reserves Reserved Easement(s) within the Grantor Property as contemplated in this Section 3.2(e)(i), Grantor will maintain insurance coverages set forth in Section 2.11(b) for such Reserved Easement(s).

(ii) Deed Restriction. The Deed conveying the Grantor Property will incorporate a deed restriction for a period of thirty (30) years post-Closing to exclude the use of the Grantor Property as a "Spa/Wellness Center" (as defined in Section 16-2-20 of the Code) and, without the written consent of Grantor, industrial uses (which will specifically exclude municipal uses including public works facilities).

(iii) Exceptions. All matters of Record the Town has not caused to be removed from Schedule B II of the Title Commitment for the Grantor Property.

(f) Escrow Closing. On or prior to the Closing Date, Grantor and the Town will deposit into escrow with the Title Company (in such capacity, "**Escrow Agent**"):

(i) Grantor Deliveries.

- (A) A Deed for the Grantor Property.
- (B) A certificate of non-foreign status.
- (C) 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.
- (D) Such funds as Grantor is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 3.2(f)(iii)(A).

(ii) Town Deliveries.

- (A) The Purchase Price.
- (B) 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.
- (C) Such funds as the Town is required to deposit with Escrow Agent as set forth in the Closing Settlement Statement pursuant to Section 3.2(f)(iii)(A), including but not limited to the Town's payment of the premium for and applicable endorsements to the Title Policy.

(iii) Mutual Deliveries.

- (A) A closing settlement statement prepared by the Title Company setting forth credits, adjustments and prorations between and among Grantor and the Town, the net funds due to or from Grantor, and the net funds due to or from the Town ("**Closing Settlement Statement**").
- (B) Such other documents as the Title Company reasonably and customarily requires parties to a commercial real estate transaction, or which Grantor and the Town otherwise may have agreed in this Agreement, to deliver at the Closing.

(g) Grantor's Representations and Warranties. The Town and Grantor will each represent, warrant, and covenant to the other Party as to the matters set forth in Exhibit B ("**Representations and Warranties**") as of the Closing Date.

(h) Closing Costs. As to be set forth in the Closing Settlement Statement (and without limitation of other costs and expenses that may be reflected therein), Grantor and the Town will be responsible for payment at Closing of:

(i) Grantor's Costs and Adjustments. Grantor will pay: (A) to the extent not paid prior to the Closing Date, the current property taxes; (B) Grantor's own attorneys' fees; and (C) 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) fifty percent (50%) of the fees, costs and expenses of the Escrow Agent.

(ii) 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 Grantor Property; (B) the Town's own attorneys' fees; (C) the fees and premiums payable in connection with the Title Commitment and issuance of any Title Policy the Town elects to obtain for the Grantor Property; 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) fifty percent (50%) of the fees, costs and expenses of the Escrow Agent.

3.3 Effect of Town's Purchase of the Grantor Property. If the Town timely exercises its Purchase Option and Closes on the Grantor Property, the Easement will terminate by operation of merger, this Agreement will automatically terminate, without the requirement of further action, demand or notice by the Parties, and neither Party will have any further rights or obligations hereunder, except those that expressly survive termination of this Agreement. In such event, the Parties may Record a termination of this Agreement.

3.4 Expiration of Purchase Option Term. Upon expiration of the Purchase Option Term without the Town having timely exercised the Purchase Option, the Purchase Option will expire without further need to amend this Agreement and Grantor will be free to convey title to the Grantor Property to any party, subject to the Easement and other Title Matters. In such event, the Parties may Record an amendment to this Agreement.

3.5 Assignment. The Purchase Option granted to the Town is personal to the Town and does not apply to any successors or assigns of the Town. Any assignment of the Purchase Option by the Town to a third party will be void and of no force or effect per the terms of this Agreement.

Article 4

Investigations; "As Is" Transaction

4.1 Town's Investigations. Pursuant to the terms of the Settlement Agreement, the Town has previously reviewed and conducted due diligence to its satisfaction with respect to the physical and environmental condition of the Grantor Property, suitability of the Grantor Property for the Town's intended use, Title Matters, and also with respect to the AOC, Comfort/Status Letter, and Agencies Requirements. Upon receipt of the Town's written request to update its due diligence investigations with respect to the Grantor Property, Grantor will grant the Town a non-exclusive license ("**License**") to access and enter upon the Grantor Property at reasonable times and from time to time for the purposes of conducting additional due diligence investigations, including an updated Phase I and Phase II Environmental Site Assessment and geotechnical

surveys, at no cost or expense to Grantor. As a condition of exercising its rights pursuant to the License, the Town will maintain, and cause any third-party contractors to maintain, certain insurance requirements and indemnify Grantor to the extent permitted by law for any claims, demands, liens, costs, expenses, damages, and liabilities arising from the Town's due diligence activities. The License and insurance and indemnification requirements will be generally consistent with the scope and requirements set forth in Section 5(c) of the Settlement Agreement.

4.2 Grantor Disclosures. Within ten (10) business days after Grantor receives the Town's Purchase Option Notice, Grantor 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 that were not otherwise provided to the Town as part of the "Battle North's Disclosures" identified in Section 5(d) of the Settlement Agreement, to the extent in Grantor's possession or control, without obligation to obtain documents not in Grantor'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 Grantor, to the extent relating or pertaining to the Grantor Property (collectively, "**Grantor Disclosures**"):

(a) Surveys. Grantor's most recent ALTA survey(s) that includes the Grantor Property.

(b) 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 the Town of Minturn, Colorado: 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.

(c) 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 Grantor'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 Grantor.

(d) Transfer of Documents. If Battle North, LLC conveys fee title to the Grantor Property to a District, District will, upon the Town's written request, make the materials described in this Section 4.2 available to the Town to the extent such materials are in District's possession. This Section 4.2(d) will survive such transfer and, thereafter, will continue to be applicable to District.

4.3 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 additional environmental liability protections related to the Grantor Property (“**CERCLA Protections**”), which may include one or more of: (i) updated or revised Comfort/Status Letter from CDPHE and/or EPA; (ii) environmental insurance; (iii) the Agencies’ approval of remedial plans as provided in the AOC or the Restrictive Notice; or (iv) other mechanisms of managing potential environmental liabilities associated with the Grantor Property. 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, Grantor may cooperate with and facilitate the Town’s efforts to secure CERCLA Protections to the Town’s satisfaction.

4.4 Termination Prior to Closing. By delivery to Grantor of a written notice of termination prior to the Closing Date, the Town will have the right to terminate the exercise of its Purchase Option if the Town is not satisfied with the results of its diligence activities, for any other reason, or for no reason.

4.5 Environmental Definitions. As used in this Agreement:

(a) “**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 Purchase Option Term) 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).

(b) “**Environmental Laws**” means all laws, rules and regulations, as well as all agreements between the Agencies and Grantor 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.

4.6 “As Is” Transaction; Grantor Property Condition. The Town (for itself and its successors and assigns) acknowledges that if the Town exercises its Purchase Option, it will acquire fee title to the Grantor Property in its “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 Grantor Property. The Town will acquire the Easement and, if the Town exercises its Purchase Option, title to the Grantor Property based solely upon the Town's due diligence investigations and not in reliance on any statement, representation or inducement of Grantor, except as expressly provided in the Representations and Warranties set forth in Exhibit B. Without limitation of the foregoing:

(a) No Implied Representations. The Town acknowledges that except as provided in the Representations and Warranties set forth in Exhibit B: (A) NEITHER GRANTOR NOR ANY SUCCESSOR OWNER OR AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF GRANTOR (OR ANY SUCCESSOR OWNER) HAS MADE (OR HAS AN OBLIGATION TO TOWN TO MAKE), AND GRANTOR SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE GRANTOR PROPERTY, INCLUDING, WITHOUT LIMITATION, (1) THE NATURE, QUANTITY, QUALITY OR CONDITION OF THE GRANTOR PROPERTY; (2) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GRANTOR PROPERTY; OR (3) COMPLIANCE OF OR BY THE GRANTOR PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING, WITHOUT LIMITATION, CERCLA (DEFINED BELOW) OR ANY OTHER ENVIRONMENTAL LAWS (DEFINED BELOW); AND (B) TOWN IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE GRANTOR PROPERTY AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF, OR TO BE PROVIDED BY OR ON BEHALF OF, GRANTOR (OR THE APPLICABLE SUCCESSOR OWNER(S)) OR UPON ANY REPRESENTATIONS MADE TO IT BY GRANTOR, SUCCESSOR OWNER, OR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF GRANTOR OR A SUCCESSOR OWNER. ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR (OR ANY SUCCESSOR OWNER(S)) WITH RESPECT TO THE GRANTOR PROPERTY WAS OR MAY BE OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (OR ANY SUCCESSOR OWNER(S)) 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.

(b) Waiver and Release. The Town (for itself and its respective successors and assigns) releases Grantor 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 Grantor Property as of the Effective Date or any Closing Date, including, without limitation, the presence on, under or about the Grantor Property of any Hazardous Materials, including, without limitation, Hazardous Materials documented in the AOC and the Comfort/Status Letter; (B) any and all liability resulting from the failure of the Grantor Property to comply with any applicable laws as of

the Effective Date (but not thereafter), 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 Grantor Property. Nothing in the foregoing will be interpreted to release any such claims or causes of action to the extent Grantor introduces Hazardous Materials to the Grantor Property on or after the Effective Date or Hazardous Materials are exacerbated by Grantor's negligence or intentional misconduct, or arise out of Grantor's failure to comply with the Restrictive Notice, the AOC (after any Closing), or Environmental Law with respect to the Grantor Property.

4.7 Grantor's Release. Grantor hereby releases the Town 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 any and all current and future claims and demands, including claims for liens, costs, expenses, damages and liabilities, and reasonable attorneys' fees and costs, arising out of Hazardous Materials existing in, on, under or around the Grantor Property, including, without limitation, Hazardous Materials documented in the AOC and the Comfort/Status Letter. Nothing in the foregoing will be interpreted to release any such claims or causes of action to the extent Hazardous Materials were introduced to the Grantor Property by such parties on or after the grant of any Easement hereunder or exacerbated by the negligence or intentional misconduct of such persons, or arise out of such persons' failure to comply with the Restrictive Notice, the AOC (after any Closing), or Environmental Law with respect to the Grantor Property.

4.8 Survival. The terms and conditions of Sections 4.3, 4.6, and 4.7 will survive any Closing pursuant to the Purchase Option and will survive any termination of this Agreement.

Article 5 General Provisions

5.1 Default; Remedies. If a defaulting Party does not cure a default in the performance of its obligations under this Agreement within fifteen (15) days after written notice of such default from the non-defaulting Party (or in the case of a default that would reasonably take more than fifteen (15) days to cure, if the defaulting Party fails to undertake substantial action to cure such default within such fifteen (15) day period or thereafter fails to diligently pursue completion of such cure), the non-defaulting Party will have all remedies available to it at law or in equity.

5.2 Assignment; Enforcement; Amendment; Successors-in-Interest. This Agreement and the rights and interests established hereunder for the Town's benefit will not be assignable or transferable by the Town in any respect, and any purported assignment or transfer of any such rights or interests will be null and void *ab initio* at the election of Grantor; provided, however, the Town may license the operation and maintenance of Nordic skiing trails within the Grantor Property during the term of the Easement to entities providing recreational facility management services by separate agreement with the Town. Only the Town will have right to enforce this Agreement and any obligations or duties of Grantor hereunder, and no such right of enforcement will inure to the benefit of any member of the general public or any Public Recreational User as provided herein. The Easement and this Agreement may be terminated, amended or modified only by further Recorded instrument mutually executed by the Town and Grantor, and the Town will

have and retain all right, power and authority to make any such termination, amendment or modification, or to waive any rights hereunder as the Town may determine to be appropriate. This Agreement, including the Easement and all covenants, agreements, rights and obligations created hereby, will run with the land comprising the Grantor Property, and will be binding on and inure to the benefit of all persons having or acquiring fee title to, or other legal or equitable interest in, the Grantor Property, all upon the terms, provisions and conditions set forth in this Agreement. In accordance with Section 2.4 of the Servitude, Grantor may convey fee title to the Grantor Property to the District(s).

5.3 No Public Dedication. Nothing herein will be deemed or construed as a grant of a public dedication of any fee ownership interest in the Grantor Property, the Grantor Property, or other related or affected properties. During the term of this Agreement, Grantor retains its fee ownership interests in all respects, it being the Parties' intent that the sole property interest conveyed by this Agreement is and will be the Easement and the Purchase Option, as the same is governed by the other provisions of this Agreement.

5.4 No Owner or Operator Status. The grant of the Easement and Purchase Option herein are NOT intended nor will they be deemed or construed to grant or provide to the Town "owner" or "operator" status with respect to the Grantor Property as such terms are defined in CERCLA § 101, 42 U.S.C. § 9601.

5.5 Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties. Nothing contained in this Agreement will give or allow any claim or right of action by any other or third person under this Agreement. Other than the Parties, any person receiving services or benefits under this Agreement will be deemed to be an incidental beneficiary only.

5.6 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any legal proceeding to enforce or interpret this Agreement will be in the state district court for Eagle County, Colorado.

5.7 Attorneys' Fees. The substantially prevailing Party in any legal proceeding to enforce or interpret this Agreement will be awarded its reasonable attorneys' fees and expenses from the non-prevailing Party. The provisions of this Section 5.7 will survive termination of this Agreement.

5.8 Governmental Immunity. Nothing in this Agreement is intended or will be construed to waive or limit any rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, that Grantor or the Town may have or assert against third parties.

5.9 Recording. This Agreement will be Recorded promptly after the Effective Date.

5.10 Entire Agreement; Modification. This Agreement sets forth the Parties' entire understanding regarding the matters addressed herein and supersedes any previous communications, representations or agreements, whether oral or written, including, but not limited to the Servitude and the Settlement Agreement. This Agreement will not be amended except by written instrument signed by the Parties.

5.11 Headings. The headings which appear in the Sections of this Agreement are for purposes of convenience and reference and are not to be construed as modifying or used in interpreting the Sections in which they appear.

5.12 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable Party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third (3rd) business day after it is mailed. All such notices or other communications will be addressed as follows:

If to Grantor: Battle North, LLC
 164 Railroad Ave. [Physical]
 P.O. Box 56 [mailing]
 Minturn, CO 81645
 Attention: Tim McGuire
 Telephone: 802.473.0275
 Email: tmcguire@acpcommunities.com

with required copies to: Crave Real Estate
 3500 St. Jacques
 Montreal, Quebec, Canada H4c1h2
 Attention: Lorne Bassel
 Telephone: 514.940.1199
 Email: lbassel@craverealestate.com

ACP Communities, LLC
 3284 Northside Parkway NW, Suite 570
 Atlanta, Georgia 30327
 Attention: Amy Wilde
 Telephone: 404.334.0450
 Email: awilde@acpcommunities.com

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
 950 17th Street, Suite 1600
 Denver, CO 80202
 Attention: Munsey Ayers [020665-0009]
 Telephone: 303.575.7555
 Email: munsey@ottenjohnson.com

If to Town: Town of Minturn
 302 Pine Street
 P.O. Box 309
 Minturn, CO 81645
 Attention: Town Manager
 Telephone: (970) 827-5645
 Email: manager@minturn.org

with a required copy to: Karp Neu Hanon PC
 201 14th Street, Suite 200
 P.O. Box 2030
 Glenwood Springs, CO 81602
 Attn: Michael J. Sawyer, Esq. (Minturn Town Attorney)
 Telephone: (970) 945-2261
 Email: mjs@mountainlawfirm.com

A Party may change its address or contact information by the giving of written notice to the other Party in accordance with this Section 5.12.

5.13 Electronic Signatures; Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. The facsimile, pdf, or DocuSign signature of any Party on this Agreement (and on any instrument required or permitted to be delivered to a Party pursuant to this Agreement) will be deemed an original for all purposes. Amendments to this Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, will constitute a fully executed amendment to this Agreement and will be considered a single document.

[Signature and Exhibit pages follow this page]

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

GRANTOR:

Battle North, LLC,
a Georgia limited liability company

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

By: _____
Name: Lorne Bassel
Title: President

PROVINCE OF _____)
) ss:
 CITY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20__, 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: _____

TOWN:

Town of Minturn,
a municipal corporation of the State of Colorado

By: _____
Name: _____
Title: Mayor

ATTESTED by:

By: _____
Town Clerk

APPROVED as to legal form:

By: _____
Town Attorney

EXHIBIT A
Form of Special Warranty Deed

**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:

SPECIAL WARRANTY DEED
STATUTORY FORM – C.R.S. § 38-30-113(1)(b)
(Maloit Wetlands Parcel – Parcel No. 12)

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 One and 00/100 Dollars (\$1.00), 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 302 Pine Street, P.O. Box 309, Minturn, CO 81645, Attn: Town Manager, 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 easement 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

(b) The matters set forth in **Exhibit C** (the “**Exceptions**”) attached hereto and made a part hereof.

Signed the ____ day of _____, 202____, to be made effective the ____ day of _____, 202____.

Exhibit A
to Recreational Easement Agreement and Option to Purchase
(Maloit Wetlands – Parcel 12)

Page 1

GRANTOR:

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

[Insert legal description and depiction for Exemption Plat Parcel No. 12]

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 Easement 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.

Grantor and Grantee will modify and narrow the general, blanket Reserved Easement described above 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. 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. **[Scope of Reserved Easement to be determined at the time of conveyance.]**

DEED RESTRICTION

Without Grantor's prior written consent, which consent may be withheld in Grantor's sole discretion, the Land as legally described and graphically depicted in Exhibit A to this Special Warranty Deed may not be used:

- (i) for a period ending **[insert date that is 30 years after the Closing Date]** as a Spa/Wellness Center (as such term is defined in Section 16-2-20 of the Minturn Town Code in effect as of **[September 10, 2024]**); or
- (ii) for any industrial purpose such as manufacturing, processing, assembling, fabricating, repairing (including vehicle service or repairs), warehousing, receiving, storing, mining and related resource extraction, junkyard, or similar industrial uses. Municipal uses, such as ground mounted solar energy systems and public works facilities, are not considered industrial uses prohibited by this Deed Restriction.

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/incorporated from applicable Title Commitment Schedule B-II]

EXHIBIT B

Representations and Warranties

Grantor and the Town will each represent, warrant and covenant to the other Party as to the matters set forth herein as of the Closing Date of the Purchase Option.

1. **Grantor's Representations and Warranties.** Grantor represents, warrants and covenants to the Town as follows:

(a) Authority. Grantor is a limited liability limited 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.

(b) 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 Grantor are and will be valid, legally binding obligations of and enforceable against Grantor in accordance with their terms.

(c) Grantor Disclosures. To Grantor's actual knowledge, the Grantor Disclosures made available to the Town pursuant to Section 4.2 of this Agreement constitute all of such materials as are in Grantor's possession or control.

(d) No Bankruptcy Proceedings. No bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against any entity comprising Grantor, and to Grantor's actual knowledge, no such entity has an intention of filing or commencing any such action or proceeding.

(e) Litigation. There are no actions, suits, litigation or proceedings pending, or to Grantor's actual knowledge threatened, affecting the Grantor Property. There are no actions, suits, litigation or proceedings pending, or to Grantor's actual knowledge threatened, affecting Grantor'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 Grantor under this Agreement.

(f) Condemnation. Grantor has no actual knowledge, and has received no notice from any governmental authorities, that proceedings for the condemnation of any portion of the Grantor Property are pending.

(g) No Violations. To Grantor's actual knowledge, during Grantor's ownership of the Grantor Property, the Grantor Property has been and presently is 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 Grantor Property or any part thereof.

(h) Leases. Except as disclosed in the Grantor Disclosures, no portion of the Grantor Property is subject to any lease, license, easement or right of access.

(i) Service Contracts. Except as disclosed in the Grantor Disclosures, there is no agreement, in writing or otherwise, between Grantor and any other person or persons for service, supply, maintenance, management or the operation of the Grantor Property which is not cancelable upon not more than thirty (30) days' notice without payment of any penalty or premium.

(j) Hazardous Materials; Environmental Liens. To Grantor's actual knowledge, and except as disclosed in the Grantor Disclosures: (A) Grantor 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 Grantor Property related to any release or alleged release of Hazardous Materials at or from any portion of the Grantor Property; (B) neither the Grantor Property 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 Grantor Property; (D) there are no Hazardous Materials located at, on or under the Grantor Property 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 Grantor Property; (F) with the exception of utilities, if any, there are no underground storage tanks or pipelines located on the Grantor Property or any portion thereof; (G) Grantor 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 Grantor Property is subject to any environmental lien, environmental use restriction or environmental covenant.

2. Town's Representations and Warranties. The Town represents, warrants and covenants to Grantor as follows:

(a) 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.

(b) 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.

3. **No Other Representations.** Except as expressly set forth in this Exhibit B, this Agreement is made without representation or warranty of any kind by the Parties.

4. **Changed Circumstances.** If Grantor acquires actual knowledge of any act or circumstances which would change or render incorrect, in any material respect, any representation or warranty made by Grantor under this Agreement, whether or not such representation or warranty was based upon Grantor's knowledge and/or belief as of a certain date, Grantor will give prompt written notice of such changed fact or circumstance to the Town. Grantor 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 Grantor 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 of the Purchase Option.

5. **Survival.** Each Party making representations and warranties in this Exhibit B acknowledges the Party to whom they are given will materially rely upon them in proceeding with the Closing. 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 Exhibit B.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

KARP NEU HANON PC
201 14TH STREET, SUITE 200
P.O. BOX 2030
GLENWOOD SPRINGS, CO 81602
ATTN: MICHAEL J. SAWYER

Pursuant to C.R.S. § 39-13-104(1)(a),
No Documentary Transfer Tax Payable.

RECREATIONAL EASEMENT AGREEMENT AND OPTION TO LEASE (Consolidated Tailings Pile – Parcel 10)

THIS RECREATIONAL EASEMENT AGREEMENT AND OPTION TO LEASE (Consolidated Tailings Pile – Parcel 10) (this “**Agreement**”) is made and entered into as of this ____ day of September, 2024 (“**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): Battle North, LLC, a Georgia limited liability company (together with its successors and assigns, “**Grantor**”), and the Town of Minturn, Colorado, a home rule municipal corporation (the “**Town**”).

RECITALS

This Agreement is made with respect to the following facts:

A. Grantor is the fee simple owner of Parcel 10, Battle Mountain North Exemption Plat (“**Exemption Plat**”) recorded in the real property records of the Eagle County clerk and recorder’s office (“**Record(ed)(ing)**”) contemporaneously with the Effective Date (“**Grantor Property**”). All references to “Parcel” herein refer to the legally conveyable parcels designated in the Exemption Plat.

B. The Parties have entered into that certain Settlement Agreement dated September 6, 2023, approved by Minturn Town Council pursuant to Resolution 25 – Series 2023 (“**Settlement Agreement**”), to settle a case known as *Town of Minturn v. Battle One Developer, LLLP et al.*, Eagle County District Court Case No. 2022CV30050 (“**Litigation**”). Among other things, the Settlement Agreement requires the conveyance of certain perpetual easements and purchase options to the Town and the recording of certain restrictions on use of “Restricted Parcels” (defined in the Settlement Agreement), which Restricted Parcels include, but are not limited to, the Grantor Property.

C. In full satisfaction of Grantor’s obligations pursuant to Section 7(b)(ii) of the Settlement Agreement, Grantor Recorded that certain Declaration of Restrictive Covenant and Servitude (Restricted Parcels) contemporaneously with the Effective Date (“**Servitude**”), which imposes certain restrictions on the Restricted Parcels.

D. Pursuant to Section 7(b)(i) of the Settlement Agreement, Grantor undertook the obligation to grant the Town a perpetual, non-exclusive easement in gross for limited non-vehicular public access and recreational purposes (the “**Easement**”) on, over and across Grantor Property (“**Easement Obligation**”).

E. Pursuant to Section 7(b)(iii) of the Settlement Agreement, Grantor undertook the obligation to grant to the Town an option to acquire fee title to the Grantor Property. However, instead of a purchase option, the Town requested an option to lease the Grantor Property (“**Lease Option Obligation**”).

F. Grantor and/or the Grantor Property are subject to certain restrictions and requirements (“**Agencies Requirements**”) imposed by the United States Environmental Protection Agency (“**EPA**”) and/or the Colorado Department of Public Health and Environment (“**CDPHE**” and, collectively with the EPA, “**Agencies**”) pursuant to the Administrative Order on Consent for Response Action and Release and Waiver of CERCLA Lien, Docket No. CERCLA 08-2018-0009 (“**AOC**”) and the Notice of Environmental Use Restrictions imposed by CDPHE pursuant to C.R.S. Section 25-15-321.5 Recorded on November 20, 2019, at Reception No. 201919761 (“**Restrictive Notice**”).

G. As of the Effective Date, the Restrictive Notice does not allow all of the Permitted Uses (defined in Section 2.1). The EPA issued that certain letter to the Town dated July 1, 2024, regarding Bona Fide Prospective Purchase Considerations, Eagle Mine Superfund Site, Eagle County (the “**Comfort/Status Letter**”), which provides, among other terms and conditions, that certain Permitted Uses (defined in Section 2.1), such as “winter recreational hiking and Nordic skiing use and trail grooming” are consistent with the Restrictive Notice “so long as the CTP cover is not damaged.” The Comfort/Status Letter further provides that other Permitted Uses (defined in Section 2.1) are acceptable only if authorized under a future EPA decision document or an EPA-approved Materials Management Plan.

H. The Town has reviewed and conducted initial due diligence with respect to encumbrances of record that affect title to the Grantor Property, including the Restrictive Notice (“**Title Matters**”), and also with respect to the AOC. The Town may perform future due diligence in relation to its exercise of the option granted by this Agreement in accordance with the terms and conditions set forth in this Agreement.

I. In full satisfaction of Grantor’s Easement Obligation and Lease Option Obligation, Grantor desires to grant to the Town, and the Town desires to accept, the Easement and Lease Option (defined in Section 3.1) upon the terms and conditions provided in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1 Recitals

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated in and made substantive provisions of this Agreement.

Article 2 Grant of Easement

2.1 Grant of Perpetual Easement. Subject to the Title Matters, the AOC, Use Limitations (defined in Section 2.3), Statutory Protections (defined in Section 2.2), and other terms and conditions of this Agreement, Grantor hereby grants, bargains, sells and conveys to the Town the Easement on, over, across, and through the Grantor Property for the limited purposes of the following uses and no others, which uses must be undertaken consistent with the Comfort/Status Letter and in compliance with other Agencies Requirements as applicable, from time to time, to the Grantor Property (collectively, the “**Permitted Uses**”):

(a) Non-vehicular public access and non-motorized recreational open space uses, including but not limited to Nordic/cross-country skiing, mountain biking, cycling, equestrian, and hiking by Public Recreational Users (defined in Section 2.2) along a trail or trails within the Grantor Property (“**Recreational Access**”);

(b) Ground mounted solar energy systems and related infrastructure (“**Solar Array(s)**”); and

(c) Town’s construction, installation, inspection, maintenance, repair and replacement of the Permitted Improvements (defined in Section 2.5) that Town installs and maintains within the Easement Area.

2.2 Statutory Protections. The Parties intend that the Easement, being granted to the Town for recreational and related public access purposes, is to be subject to and within the scope of C.R.S. §§ 33-41-101, *et seq.*, and 13-21-115 (collectively, “**Statutory Protections**”), is to be construed as having been granted for a “recreational purpose” as defined in C.R.S. §§ 33-41-102(5) and 33-41-103(2)(e)(III), that individuals entering upon the Grantor Property (“**Public Recreational User(s)**”) do so as “invited guests” as defined in C.R.S. § 33-41-103(2)(e)(I) or, and only to the extent not construed to be “invited guests,” as a “licensee” as defined in C.R.S. § 13-21-115(7)(c), and that Grantor is and will be construed to be entitled to those protections from and limitations on landowner liability to the fullest extent provided for in the Statutory Protections and applicable common law limitations on landowner liability.

2.3 Use Limitations. Subject to Grantor’s entitlement to the Statutory Protections to the fullest extent, in exercising the Recreational Access within the Grantor Property, the following express limitations (collectively, the “**Use Limitations**”) apply:

(a) Each Public Recreational User who enters the Grantor Property for the purpose of Recreational Access does so at such Public Recreational User’s risk, assumes all risk of engaging in the Permitted Uses upon the Grantor Property in its “as is” condition, and waives all claims consistent with the Statutory Protections.

(b) No Public Recreational Users or any other third parties, either individually or collectively, will be construed to have any legal or equitable rights arising solely under this Agreement.

(c) No Public Recreational Users or any other third parties, either individually or collectively, will be construed to have any legal or equitable right to enforce the this Agreement, such enforcement rights being expressly limited and reserved to the Parties.

(d) Any benefit to Public Recreational Users under this Agreement is incidental to and arises solely through and derivative of the Town's status as a Party, and only to the extent the Town's rights under this Agreement constitute or are construed as constituting rights held in public trust.

(e) This Agreement burdens and encumbers the Grantor Property only and does not burden or encumber, and will not be construed to encumber title to, any portion of the Grantor Property that is adjacent to, but does not overlap or include, all or any portion of the Grantor Property.

(f) No party will operate motorized vehicles within the Grantor Property; provided, however, that as and when necessary or convenient: (A) Town-authorized construction and maintenance vehicles and equipment may be operated in connection with the construction, maintenance, operation, or repair of the Grantor Property and Permitted Improvements; (B) Grantor, its contractors and agents may operate vehicles and equipment within the Grantor Property in connection with the Reserved Uses (defined in Section 2.7); and (C) emergency responders may operate emergency service vehicles (e.g. fire trucks, ambulances, and search and rescue equipment) within the Grantor Property in response to emergencies within the Grantor Property.

(g) Permitted Uses may be further limited (but may not be expanded) by the Town's ordinances, rules, and regulations as in effect from time to time that govern the use of public recreational areas under the Town's jurisdiction.

(h) Except for Permitted Improvements as expressly provided in Section 2.5 and improvements permitted pursuant to the Reserved Uses as provided in Section 2.7, neither Party will install, construct or operate any surface or subsurface improvements within, on or under the Grantor Property.

2.4 Trespassers. Trespassers (as defined in C.R.S. § 13-21-115(7)(d)) will be subject to prosecution for such trespass, and the Statutory Protections will apply for the benefit of Grantor.

2.5 Permitted Improvements. The Town may cause to be installed within the Grantor Property, at no cost to Grantor, certain of the following improvements that are or will be within the scope of the Permitted Uses (collectively, the "**Permitted Improvements**"):

(a) Required Improvements. If the Town utilizes the Grantor Property for Recreational Access, then, prior to commencing Recreational Access activities within the Grantor Property, the Town must install signage advising Public Recreational Users of the limits of the Grantor Property, the applicability of the Statutory Provisions, and that no trespassing into adjacent portions of the Grantor Property is permitted (together with such discretionary fencing and other measures, if any, as the Town determines desirable and Grantor approves pursuant to Section 2.5(b) for the purpose of marking the limits of the Grantor Property and establishing physical barriers, the "**Trespass Controls**").

(b) Elective Improvements. In addition to the required Trespass Controls, and with Grantor's prior written consent, not to be unreasonably withheld, conditioned or delayed, the Town may elect to install certain improvements that are consistent with and supportive of the Recreational Access purpose of the Grantor Property, including but not limited to discretionary Trespass Controls (i.e., physical barriers and marking of Grantor Property limits), groomed trail surfaces, trash receptacles, picnic tables, clearing of vegetation (brush, trees, bushes, etc.) adjacent to trail improvements, information signage, and similar improvements.

(c) Ownership of Permitted Improvements. All Permitted Improvements, if any, in the Grantor Property will be and will remain the Town's property.

2.6 Management and Maintenance Obligations. Except to the extent caused by or required for the Reserved Uses, the Town will be solely responsible, at no cost or expense to Grantor, for the management, maintenance and repair of the Grantor Property and any Permitted Improvements installed therein. Without limitation of the foregoing:

(a) Neither Grantor nor the Town will impose, collect or receive any fee or charge, and no revenue will be collected from any Public Recreational User, for the Permitted Uses within the Grantor Property or for use and enjoyment of the Permitted Improvements.

(b) The Town will maintain and keep the Grantor Property and the Permitted Improvements in a good, sightly and safe condition at all times, including but not limited to installation and maintenance of the Trespass Controls. Except to the extent caused by or required for the Reserved Uses, the Town will conduct all maintenance work for the Grantor Property, the Permitted Improvements and related activities within, and will not extend beyond, the boundaries of the Grantor Property.

(c) To the extent either Party causes damage to the Grantor Property or another Party's improvements (i.e., the Town's Permitted Improvements, Grantor owned improvements or Recreational Improvements (defined in Section 2.7), or other third-party owned improvements), the responsible Party will promptly, and at no cost or expense to the other Party, repair or cause the repair of damage to the Grantor Property or such damaged improvements, utility provider owned utility lines or facilities, and other third party owned improvements located within the Grantor Property. Upon completion of any such maintenance or repair work, the responsible Party will cause all affected areas to be restored to substantially the same condition in which they were found before undertaking the applicable work (subject to the presence of any Permitted Improvements). In the course of any such work, the responsible Party will also cause the affected areas to be kept in a reasonably clean and neat condition, and upon the completion of the applicable work, will cause all materials, supplies and equipment to be removed from the affected areas.

(d) The Town will not cause or allow any mechanics' or materialmen's liens to be filed against the Grantor Property or any adjacent property owned by Grantor as a result of any work performed or material furnished on behalf of the Town (a "**Lien**"). If a Lien is filed, the Town will, at its sole cost and expense, cause the Lien to be discharged or

bonded off of record not later than forty-five (45) days after the Town's receipt of notice of the filing of such Lien. If such Lien is not discharged or bonded off of record within such forty-five (45) day period, Grantor may, but will have no obligation to, defend, prosecute or pursue any action that Grantor deems reasonably necessary to discharge the Lien, and to the extent permitted by law, the Town will promptly reimburse Grantor's out-of-pocket expenses incurred in connection therewith upon demand therefor by Grantor, subject to Grantor's delivery to the Town of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses. The Town's obligations pursuant to this Section 2.6(d) will survive termination of this Agreement for a period of one (1) year.

(e) Except to the extent caused by or required for the Reserved Uses or as provided in Section 2.6(c): (i) Grantor will have no obligation with respect to, and will be subject to no liability regarding or arising from the condition of the Grantor Property and the Permitted Improvements; (ii) Grantor will not be liable for the management of the Permitted Improvements, and will have no obligation or duty whatsoever to construct or furnish any maintenance, repairs or replacements for any Permitted Improvements, or to provide notice or warning of any dangerous or defective conditions relating to the Grantor Property (unless required by the Statutory Protections) or the Permitted Improvements, or to otherwise regulate in any respect the use and enjoyment of the Grantor Property or the Permitted Improvements; and (iii) Grantor will not be liable for any injury, harm, damage or liability that may result from any failure by the Town or the Town's contractors, employees, or agents to properly discharge the Town's obligations and duties in relation to the use and enjoyment of the Easement, the Permitted Improvements, or that may otherwise arise in relation to such use and enjoyment by Public Recreational Users within the Grantor Property; provided, however, that the foregoing will not relieve Grantor from any liability for damage to the Permitted Improvements, or for dangerous or defective conditions relating to the Grantor Property or the Permitted Improvements, to the extent caused by actions of Grantor or its contractors, employees or agents that constitute gross negligence or willful misconduct.

2.7 Reserved Uses. The Easement is non-exclusive, and Grantor reserves for itself and for Grantor's employees, agents contractors, subcontractors and consultants, the right to use the Grantor Property and to grant further easements and other interests in (for the limited purposes of planning, design, construction, operation, maintenance, repair, replacement of utilities serving Grantor's Property and Exemption Plat Parcels 7, 9, 13, 14, 15 and 16 (collectively, the "**Battle Retained Parcels**")), and permit others to use, the Grantor Property so long as such grants and uses do not unreasonably interfere or conflict with the Permitted Uses and the use and enjoyment of the Easement permitted hereunder by the Town (collectively, the "**Reserved Uses**"). The Reserved Uses include but are not limited to: (i) Grantor's performance of its obligations pursuant to and implementation of the AOC, Restrictive Notice, and other Agencies Requirements that require activities within the Grantor Property; (ii) installation and maintenance of utilities and related improvements as may be necessary or desirable in connection with development within the Grantor Property or the Battle Retained Parcels; and (iii) construction of recreational improvements consistent with the Permitted Uses and Permitted Improvements ("**Recreational Improvements**"). Pursuant to Section 2.6(c), upon completion of any such work within the Grantor Property, Grantor or such third party will cause all affected areas and existing Permitted Improvements to be restored to substantially the same condition in which they were found before

the undertaking of the applicable work. Grantor will further have the right to interrupt temporarily (such interruption not to exceed fourteen (14) calendar days) the use and enjoyment of the Grantor Property as necessary or appropriate in connection with the Reserved Uses within or proximate to the Grantor Property, subject to providing the Town with fourteen (14) calendar days prior written notice.

2.8 Coordination of Improvements.

(a) Town's Permitted Improvements. Prior to the Town's construction of any Permitted Improvements, the Town will submit a recreational improvement plan identifying locations of proposed Permitted Improvements for Grantor's review and approval (which approval will not be unreasonably withheld, conditioned or delayed). Grantor will complete its review and provide its decision within thirty (30) calendar days of receipt of the Town's recreational improvement plan. At any time, the Town may submit additional recreation improvement plans or amend the recreational improvement plan and submit the same for Grantor's approval pursuant to this Section 2.8(a).

(b) Grantor's Recreational Improvements. Prior to Grantor's construction of any Recreational Improvements, Grantor will submit a recreational improvement plan identifying locations of proposed Recreational Improvements for Town's review and approval (which approval will not be unreasonably withheld, conditioned or delayed). Town will complete its review and provide its decision within thirty (30) calendar days of receipt of Grantor's recreational improvement plan. At any time, Grantor may submit additional recreation improvement plans or amend the recreational improvement plan and submit the same for the Town's approval pursuant to this Section 2.8(b).

2.9 Cooperation. The Town, in the conduct of the Permitted Uses, and Grantor, in the conduct of the Reserved Uses, will in good faith coordinate their respective activities within the Grantor Property. If requested by the Town in writing, Grantor will, at no out-of-pocket cost to Grantor, reasonably cooperate with the Town to request from the EPA a modification to the Restrictive Notice to allow the Permitted Uses; provided, however, any additional remediation work or governmental approvals necessary for the Agencies to approve such modification and/or to implement the Permitted Uses will be the sole responsibility of the Town and at the Town's sole cost and expense.

2.10 Compliance with Laws. Each Party, at its sole cost and expense, will comply with all federal, state and local requirements, regulations, ordinances and laws (including the Agencies Requirements) regarding the Permitted Uses or the Reserved Uses, as applicable, conducted within the Grantor Property, and will be solely responsible for any fines, fees or costs associated with its uses within the Grantor Property. Without limiting the foregoing, such Party will be solely responsible, at its expense, to obtain all necessary governmental approvals relating to the Permitted Uses or the Reserved Uses, as applicable, including, but not limited to any necessary governmental approvals related to the AOC (as applicable to Grantor) and Restrictive Notice, or other Agencies' Requirements. Except as provided in Section 2.9, Grantor will not be construed to have any obligation to the Town to undertake any activities to enable the Town's Permitted Uses within the Grantor Property as it relates to the AOC, Restrictive Notice, or other Agencies Requirements. The Town will not be construed to have any obligation to Grantor to undertake any activities to

enable the Reserved Uses within the Grantor Property as it relates to compliance with the AOC, Restrictive Notice, or other Agencies Requirements.

2.11 Insurance. During the term of this Agreement, the Parties will maintain the following insurance policies:

(a) Town Insurance. The Town will, at no cost or expense to Grantor: (i) cause Grantor to be named an additional insured on a primary non-contributory basis under its policy of commercial general liability insurance (or equivalent), in an amount not less than the limits under the Colorado Governmental Immunity Act, which are currently (I) \$424,000 for each occurrence, and (II) \$1,195,000 in the general aggregate, against claims for bodily injury, personal injury, advertising injury, death or property damage, occurring in, on or about the Grantor Property; and (ii) require its contractors and other third parties who enter the Grantor Property pursuant to the Permitted Uses to (A) cause Grantor 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) \$1,000,000 for each occurrence, (II) \$1,000,000 for personal injury, and (III) \$2,000,000 in the general aggregate; and (B) procure and maintain workers' compensation coverage, meeting the statutory requirements of the State of Colorado. Prior to initial entry upon the Grantor Property, and annually within fifteen (15) days of Grantor's written request, the Town will cause written evidence to be delivered to Grantor of such insurance coverages being in effect and cause such coverages to remain in effect at all times during the term of this Agreement.

(b) Grantor Insurance. Grantor will, at no expense to the Town: (i) cause the Town to be named an additional insured under its policy of commercial general liability insurance (or equivalent), in an amount not greater than the limits under the Colorado Governmental Immunity Act, which are currently (I) \$424,000 for each occurrence, and (II) \$1,195,000 in the general aggregate, against claims for bodily injury, personal injury, advertising injury, death or property damage, occurring in, on or about the Grantor Property; and (ii) require its contractors who enter the Grantor Property pursuant to the Permitted Uses to (A) cause the Town 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) \$1,000,000 for each occurrence, (II) \$1,000,000 for personal injury, and (III) \$2,000,000 in the general aggregate; and (B) if a contractor with employees, procure and maintain workers' compensation coverage, meeting the statutory requirements of the state of Colorado; and (iii) cause the Town to be an additional named insured with respect to the Grantor Property on Battle North, LLC's Beazley Eclipse Enviro Covered Location Insurance Policy No. W2E64E210101, and any renewal or replacement thereof purchased by Grantor. On the Effective Date, and annually within fifteen (15) days of the Town's written request, Grantor will cause written evidence to be delivered to Town of such insurance coverages being in effect and cause such coverages to remain in effect at all times during the term of this Agreement.

2.12 Indemnity. Solely to the extent arising directly from the Town's conduct of the Permitted Uses or the Permitted Improvements, or directly from Grantor's conduct of the Reserved Uses, as applicable, each Party will, to the extent permitted by law, indemnify, defend, and hold

harmless the other Party from any and all claims, demands, liens, costs, expenses, damages and liabilities, including reasonable attorneys' fees and costs, that are asserted against the indemnified Party, the Grantor Property or the indemnified Party's improvements located within the Grantor Property, or which the indemnified Party may suffer or incur, to the extent arising out of any claims for property damage or personal injury, or claims from materialmen or laborers.

2.13 Grantor Property "As-Is". Grantor disclaims and makes no representations or warranties, expressed or implied, regarding the Grantor Property as of the Effective Date or thereafter, including but not limited to physical condition and suitability for the Permitted Uses for which the Town or Recreational Users may enter upon or occupy the Grantor Property. The Town and Recreational Users are accessing the Grantor Property and using the Easement based on the "AS IS" physical condition, "WITH ALL FAULTS." The Town accepts the Easement and the Grantor Property subject to the Reserved Uses, other terms, conditions and limitations set forth in this Agreement, all matters of record, including, but not limited to the Title Matters, and other matters of which Grantee has actual knowledge as of the Effective Date, including but not limited to the AOC, easements, rights-of-way, reservations, covenants, agreements and instruments affecting the Grantor Property. The Town accepts the Easement and Grantor Property based solely upon the Town's due diligence investigations and not in reliance on any statement, representation, or inducement of Grantor.

Article 3 **Grant of Lease Option**

3.1 Grant of Lease Option; Option Term. From and after the Effective Date until the day that is twenty-five (25) years after the Effective Date ("**Option Term**"), Grantor grants the Town an exclusive (subject to the Town's ability to assign such option to an operator of Solar Arrays under contract with the Town ("**Operator**")) option to lease (the "**Lease Option**") the Grantor Property for the sole purpose of Solar Arrays on the terms and conditions set forth in this Agreement.

3.2 Lease Option. The Town may exercise its Lease Option by providing Grantor written notice ("**Option Notice**") of its election prior to the expiration of the Option Term. If the Town timely exercises the Lease Option, the following terms and conditions will apply.

(a) **Commencement Date.** The Town's Option Notice will: (i) include a proposed form of lease containing industry standard provisions for a Solar Array lease ("**Lease**"); and (ii) designate the date to commence the Lease not less than thirty (30) days nor more than one hundred eighty (180) days after Grantor's receipt of the Option Notice, or such earlier or later business day as the Town and Grantor mutually agree in writing ("**Commencement Date**").

(b) **Parties to Lease.** The Lease may be between Grantor and the Town (with the Town subleasing the Lease to the Operator) or between Grantor and the Operator.

(c) **Rent.** On the Commencement Date, the Town will pay Grantor one dollar (\$1.00) (the "**Rent**") for the lease of the Grantor Property.

(d) Lease Terms. The Town or the Operator, as applicable, and Grantor will negotiate in good faith the final terms of the Lease and enter into such Lease prior to the Commencement Date. The Lease will (i) permit Solar Arrays and no other uses on the Grantor Property; (ii) require Grantor's review and approval of all proposed locations of the Solar Arrays upon terms consistent with Sections 2.5(b) and 2.8(a); (iii) expressly contemplate Grantor's Reserved Uses and rights to the Grantor Property provided in Section 2.7; (iv) provide that the Town's (or Operator's, as applicable) lease of the Grantor Property is in its "As Is" physical condition, "WITH ALL FAULTS;" and (v) require insurance, indemnity, and release provisions substantially similar to those set forth in Sections 2.11, 2.12, and 4.6(b).

3.3 Representations and Warranties. The Town and Grantor will each represent, warrant, and covenant to the other Party as to the matters set forth in Exhibit A ("**Representations and Warranties**") as of the Commencement Date.

3.4 Subject to Article 4. The Town's Lease Option and Grantor's obligation to convey the leasehold interest in the Grantor Property to the Town pursuant to this Article 3 is expressly subject to all terms, conditions and limitations set forth in Article 4.

3.5 Expiration of Option Term. Upon expiration of the Option Term without the Town having timely exercised the Lease Option by entering into the Lease, the Lease Option will expire without further need to amend this Agreement and Grantor will be free to convey title to the Grantor Property to any party, subject to the Easement and other Title Matters. In such event, the Parties may Record an amendment to this Agreement.

3.6 Assignment. The Lease Option granted to the Town is personal to the Town and does not apply to any successors or assigns of the Town and any assignment of the Lease Option by the Town to a third party will be void and of no force or effect per the terms of this Agreement; provided, however, the Town may sublease the Lease or assign the Lease Option to an Operator pursuant to Sections 3.1 and **Error! Reference source not found.**

Article 4

Investigations; "As Is" Transaction

4.1 Town's Investigations. Pursuant to the terms of the Settlement Agreement, the Town has previously reviewed and conducted due diligence to its satisfaction with respect to the physical and environmental condition of the Grantor Property, suitability of the Grantor Property for the Town's intended use, Title Matters, and also with respect to the AOC, Comfort/Status Letter, and Agencies Requirements. Upon receipt of the Town's written request to update its due diligence investigations with respect to the Grantor Property, Grantor will grant the Town a non-exclusive license ("**License**") to access and enter upon the Grantor Property at reasonable times and from time to time for the purposes of conducting additional due diligence investigations, including an updated Phase I and Phase II Environmental Site Assessment, geotechnical surveys, and investigations necessary to determine the design requirements and suitability of the site for a Solar Array, at no cost or expense to Grantor. As a condition of exercising its rights pursuant to the License, the Town will maintain, and cause any third-party contractors to maintain, certain insurance requirements and indemnify Grantor to the extent permitted by law for any claims,

demands, liens, costs, expenses, damages, and liabilities arising from the Town's due diligence activities. The License and insurance and indemnification requirements will be generally consistent with the scope and requirements set forth in Section 5(c) of the Settlement Agreement.

4.2 Grantor Disclosures. Within ten (10) business days after Grantor receives the Town's Option Notice, Grantor 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 that were not otherwise provided to the Town as part of the "Battle North's Disclosures" identified in Section 5(d) of the Settlement Agreement, to the extent in Grantor's possession or control, without obligation to obtain documents not in Grantor'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 Grantor, to the extent relating or pertaining to the Grantor Property (collectively, "**Grantor Disclosures**"):

(a) Surveys. Grantor's most recent ALTA survey(s) that includes the Grantor Property.

(b) 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 the Town of Minturn, Colorado: 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.

(c) 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 Grantor'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 Grantor.

(d) Transfer of Documents. If Battle North, LLC conveys fee title to the Grantor Property to Battle North Metropolitan District Nos. 1, 2, 3 or 4 ("**District(s)**"), District will, upon the Town's written request, make the materials described in this Section 4.2 available to the Town to the extent such materials are in District's possession. This Section 4.2(d) will survive such transfer and, thereafter, will continue to be applicable to District.

4.3 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 additional environmental liability protections related to the Grantor Property ("**CERCLA Protections**"),

which may include one or more of: (i) updated or revised Comfort/Status Letter from CDPHE and/or EPA; (ii) environmental insurance; (iii) the Agencies' approval of remedial plans as provided in the AOC or the Restrictive Notice; or (iv) other mechanisms of managing potential environmental liabilities associated with the Grantor Property. 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, Grantor may cooperate with and facilitate the Town's efforts to secure CERCLA Protections to the Town's satisfaction.

4.4 Termination Prior to Commencement Date. By delivery to Grantor of a written notice of termination prior to the Commencement Date, the Town will have the right to terminate the exercise of its Lease Option if the Town is not satisfied with the results of its diligence activities, for any other reason, or for no reason.

4.5 Environmental Definitions. As used in this Agreement:

(a) **"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 Option Term) 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).

(b) **"Environmental Laws"** means all laws, rules and regulations, as well as all agreements between the Agencies and Grantor 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.

4.6 "As Is" Transaction; Grantor Property Condition. The Town (for itself and its successors and assigns) acknowledges that it will acquire the Easement or, if the Town exercises its Lease Option, leasehold to the Grantor Property in its **"AS IS, WHERE IS, AND WITH ALL FAULTS"** condition as of the Effective Date (as applies to the Easement) or Commencement Date (as applied to the Lease). The Town (for itself and its successors and assigns) accepts all risks regarding all attributes and conditions, latent or otherwise, of the Grantor Property. The Town will

acquire the Easement and, if the Town exercises its Lease Option, leasehold to the Grantor Property based solely upon the Town's due diligence investigations and not in reliance on any statement, representation or inducement of Grantor, except as expressly provided in the Representations and Warranties set forth in Exhibit A. Without limitation of the foregoing:

(a) No Implied Representations. The Town acknowledges that, except as provided in the Representations and Warranties set forth in Exhibit A: (A) NEITHER GRANTOR NOR ANY SUCCESSOR OWNER OR AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF GRANTOR (OR ANY SUCCESSOR OWNER) HAS MADE (OR HAS AN OBLIGATION TO TOWN TO MAKE), AND GRANTOR SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE GRANTOR PROPERTY, INCLUDING, WITHOUT LIMITATION, (1) THE NATURE, QUANTITY, QUALITY OR CONDITION OF THE GRANTOR PROPERTY; (2) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GRANTOR PROPERTY; OR (3) COMPLIANCE OF OR BY THE GRANTOR PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING, WITHOUT LIMITATION, CERCLA (DEFINED BELOW) OR ANY OTHER ENVIRONMENTAL LAWS (DEFINED BELOW); AND (B) TOWN IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE GRANTOR PROPERTY AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF, OR TO BE PROVIDED BY OR ON BEHALF OF, GRANTOR (OR THE APPLICABLE SUCCESSOR OWNER(S)) OR UPON ANY REPRESENTATIONS MADE TO IT BY GRANTOR, SUCCESSOR OWNER, OR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF GRANTOR OR A SUCCESSOR OWNER. ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR (OR ANY SUCCESSOR OWNER(S)) WITH RESPECT TO THE GRANTOR PROPERTY WAS OR MAY BE OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (OR ANY SUCCESSOR OWNER(S)) 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.

(b) Waiver and Release. The Town for itself and its respective successors and assigns) releases Grantor 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 Grantor Property as of the Effective Date, or thereafter as of any Commencement Date, including, without limitation, the presence on, under or about the Grantor Property of any Hazardous Materials, including, without limitation, Hazardous Materials documented in the AOC and the Comfort/Status Letter; (B) any and all liability resulting from the failure of the Grantor Property to comply with any applicable laws as of the Effective Date (but not thereafter), 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 Grantor Property. Nothing in the foregoing will be interpreted to release any such claims or causes of action to the extent Grantor introduces Hazardous Materials to the Grantor Property on or after the Effective Date or Hazardous Materials are exacerbated by Grantor's negligence or intentional misconduct, or arise out of Grantor's failure to comply with the Restrictive Notice, the AOC (after any Commencement Date), or Environmental Law with respect to the Grantor Property.

4.7 Grantor's Release. Grantor hereby releases the Town 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 any and all current and future claims and demands, including claims for liens, costs, expenses, damages and liabilities, and reasonable attorneys' fees and costs, arising out of Hazardous Materials existing in, on, under or around the Grantor Property, including, without limitation, Hazardous Materials documented in the AOC and the Comfort/Status Letter. Nothing in the foregoing will be interpreted to release any such claims or causes of action to the extent Hazardous Materials were introduced to the Grantor Property by such parties on or after the Effective Date or exacerbated by the negligence or intentional misconduct of such persons, or arise out of such persons' failure to comply with the Restrictive Notice, the AOC (after the Commencement Date), or Environmental Law with respect to the Grantor Property.

4.8 Survival. The terms and conditions of this Article 4 will survive any termination of this Agreement.

Article 5 General Provisions

5.1 Default; Remedies. If a defaulting Party does not cure a default in the performance of its obligations under this Agreement within fifteen (15) days after written notice of such default from the non-defaulting Party (or in the case of a default that would reasonably take more than fifteen (15) days to cure, if the defaulting Party fails to undertake substantial action to cure such default within such fifteen (15) day period or thereafter fails to diligently pursue completion of such cure), the non-defaulting Party will have all remedies available to it at law or in equity.

5.2 Assignment; Enforcement; Amendment; Successors-in-Interest. This Agreement and the rights and interests established hereunder for the Town's benefit will not be assignable or transferable by the Town in any respect, and any purported assignment or transfer of any such rights or interests will be null and void *ab initio* at the election of Grantor; provided, however, the Town may license the operation and maintenance of Nordic skiing trails within the Grantor Property during the term of the Easement to entities providing recreational facility management services by separate agreement with the Town. Only the Town will have right to enforce this Agreement and any obligations or duties of Grantor hereunder, and no such right of enforcement will inure to the benefit of any member of the general public or any Public Recreational User as provided herein. The Easement and this Agreement may be terminated, amended or modified only by further Recorded instrument mutually executed by the Town and Grantor, and the Town will have and retain all right, power and authority to make any such termination, amendment or modification, or to waive any rights hereunder as the Town may determine to be appropriate. This

Agreement, including the Easement and all covenants, agreements, rights and obligations created hereby, will run with the land comprising the Grantor Property, and will be binding on and inure to the benefit of all persons having or acquiring fee title to, or other legal or equitable interest in, the Grantor Property, all upon the terms, provisions and conditions set forth in this Agreement. In accordance with Section 2.4 of the Servitude, Grantor may convey fee title to the Grantor Property the District(s).

5.3 No Public Dedication. Nothing herein will be deemed or construed as a grant of a public dedication of any fee ownership interest in the Grantor Property or other related or affected properties. During the term of this Agreement, Grantor retains its fee ownership interests in all respects, it being the Parties' intent that the sole property interests conveyed by this Agreement are the Easement and the Lease Option, as the same are governed by the other provisions of this Agreement.

5.4 No Owner or Operator Status. The grant of the Easement and Lease Option herein are NOT intended nor will they be deemed or construed to grant or provide to the Town "owner" or "operator" status with respect to the Grantor Property as such terms are defined in CERCLA § 101, 42 U.S.C. § 9601.

5.5 Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties. Nothing contained in this Agreement will give or allow any claim or right of action by any other or third person under this Agreement. Other than the Parties, any person receiving services or benefits under this Agreement will be deemed to be an incidental beneficiary only.

5.6 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any legal proceeding to enforce or interpret this Agreement will be in the state district court for Eagle County, Colorado.

5.7 Attorneys' Fees. The substantially prevailing Party in any legal proceeding to enforce or interpret this Agreement will be awarded its reasonable attorneys' fees and expenses from the non-prevailing Party. The provisions of this Section 5.7 will survive termination of this Agreement.

5.8 Governmental Immunity. Nothing in this Agreement is intended or will be construed to waive or limit any rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, that Grantor or Town may have or assert against third parties.

5.9 Recording. This Agreement will be Recorded promptly after the Effective Date.

5.10 Entire Agreement; Modification. This Agreement sets forth the Parties' entire understanding regarding the matters addressed herein and supersedes any previous communications, representations or agreements, whether oral or written, including, but not limited to the Servitude and the Settlement Agreement. This Agreement will not be amended except by written instrument signed by the Parties.

5.11 Headings. The headings which appear in the Sections of this Agreement are for purposes of convenience and reference and are not to be construed as modifying or used in interpreting the Sections in which they appear.

5.12 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable Party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third (3rd) business day after it is mailed. All such notices or other communications will be addressed as follows:

If to Grantor: Battle North, LLC
 164 Railroad Ave. [Physical]
 P.O. Box 56 [mailing]
 Minturn, CO 81645
 Attention: Tim McGuire
 Telephone: 802.473.0275
 Email: tmcguire@acpcommunities.com

with required copies to: Crave Real Estate
 3500 St. Jacques
 Montreal, Quebec, Canada H4c1h2
 Attention: Lorne Bassel
 Telephone: 514.940.1199
 Email: lbassel@craverealestate.com

ACP Communities, LLC
 3284 Northside Parkway NW, Suite 570
 Atlanta, Georgia 30327
 Attention: Amy Wilde
 Telephone: 404.334.0450
 Email: awilde@acpcommunities.com

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
 950 17th Street, Suite 1600
 Denver, CO 80202
 Attention: Munsey Ayers [020665-0009]
 Telephone: 303.575.7555
 Email: munsey@ottenjohnson.com

If to Town: Town of Minturn
 302 Pine Street
 P.O. Box 309
 Minturn, CO 81645
 Attention: Town Manager
 Telephone: (970) 827-5645
 Email: manager@minturn.org

with a required copy to: Karp Neu Hanon PC
 201 14th Street, Suite 200
 P.O. Box 2030
 Glenwood Springs, CO 81602
 Attn: Michael J. Sawyer, Esq. (Minturn Town Attorney)
 Telephone: (970) 945-2261
 Email: mjs@mountainlawfirm.com

A Party may change its address or contact information by the giving of written notice to the other Party in accordance with this Section 5.12.

5.13 Electronic Signatures; Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. The facsimile, pdf, or DocuSign signature of any Party on this Agreement (and on any instrument required or permitted to be delivered to a Party pursuant to this Agreement) will be deemed an original for all purposes. Amendments to this Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, will constitute a fully executed amendment to this Agreement and will be considered a single document.

[Signature and Exhibit pages follow this page]

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

GRANTOR:

Battle North, LLC,
a Georgia limited liability company

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

By: _____
Name: Lorne Bassel
Title: President

PROVINCE OF _____)
) ss:
 CITY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20__, 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: _____

TOWN:

Town of Minturn,
a municipal corporation of the State of Colorado

By: _____
Name: _____
Title: Mayor

ATTESTED by:

By: _____
Town Clerk

APPROVED as to legal form:

By: _____
Town Attorney

EXHIBIT A

Representations and Warranties

Grantor and the Town will each represent, warrant and covenant to the other Party as to the matters set forth herein as of the Commencement Date of the Lease Option.

1. **Grantor's Representations and Warranties.** Grantor represents, warrants and covenants to the Town as follows:

(a) Authority. Grantor is a limited liability limited 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.

(b) 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 Grantor are and will be valid, legally binding obligations of and enforceable against Grantor in accordance with their terms.

(c) Grantor Disclosures. To Grantor's actual knowledge, the Grantor Disclosures made available to the Town pursuant to Section **Error! Reference source not found.** of this Agreement constitute all of such materials as are in Grantor's possession or control.

(d) No Bankruptcy Proceedings. No bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against any entity comprising Grantor, and to Grantor's actual knowledge, no such entity has an intention of filing or commencing any such action or proceeding.

(e) Litigation. There are no actions, suits, litigation or proceedings pending, or to Grantor's actual knowledge threatened, affecting the Grantor Property. There are no actions, suits, litigation or proceedings pending, or to Grantor's actual knowledge threatened, affecting Grantor'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 Grantor under this Agreement.

(f) Condemnation. Grantor has no actual knowledge, and has received no notice from any governmental authorities, that proceedings for the condemnation of any portion of the Grantor Property are pending.

(g) No Violations. To Grantor's actual knowledge, during Grantor's ownership of the Grantor Property, the Grantor Property has been and presently is used and operated in compliance in all material respects with, and in no material way violate, any applicable

Exhibit A

Recreational Easement Agreement and Option to Lease
(Consolidated Tailings Pile – Parcel 10)

Page 1

statute, law, regulation, rule, ordinance, order or permit of any kind whatsoever affecting the Grantor Property or any part thereof.

(h) Leases. Except as disclosed in the Grantor Disclosures, no portion of the Grantor Property is subject to any lease, license, easement or right of access.

(i) Service Contracts. Except as disclosed in the Grantor Disclosures, there is no agreement, in writing or otherwise, between Grantor and any other person or persons for service, supply, maintenance, management or the operation of the Grantor Property which is not cancelable upon not more than thirty (30) days' notice without payment of any penalty or premium.

(j) Hazardous Materials; Environmental Liens. To Grantor's actual knowledge, and except as disclosed in the Grantor Disclosures: (A) Grantor 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 Grantor Property related to any release or alleged release of Hazardous Materials at or from any portion of the Grantor Property; (B) neither the Grantor Property 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 Grantor Property; (D) there are no Hazardous Materials located at, on or under the Grantor Property 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 Grantor Property; (F) with the exception of utilities, if any, there are no underground storage tanks or pipelines located on the Grantor Property or any portion thereof; (G) Grantor 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 Grantor Property is subject to any environmental lien, environmental use restriction or environmental covenant.

2. Town's Representations and Warranties. The Town represents, warrants and covenants to Grantor as follows:

(a) 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.

(b) 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.

3. **No Other Representations.** Except as expressly set forth in this Exhibit A, this Agreement is made without representation or warranty of any kind by the Parties.

4. **Changed Circumstances.** If Grantor acquires actual knowledge of any act or circumstances which would change or render incorrect, in any material respect, any representation or warranty made by Grantor under this Agreement, whether or not such representation or warranty was based upon Grantor's knowledge and/or belief as of a certain date, Grantor will give prompt written notice of such changed fact or circumstance to the Town. Grantor may, without obligation pursuant to this Agreement to do so, cause the representation or warranty to again become true or correct prior to the Commencement Date. If Grantor does not cause such representation or warranty to be true or correct as of the Commencement 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 Lease.

5. **Survival.** Each Party making representations and warranties in this Exhibit A acknowledges the Party to whom they are given will materially rely upon them in proceeding with the Lease. Such representations and warranties will survive for a period of two (2) years following the Commencement 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 Exhibit A.

DECLARATION OF RESTRICTIVE COVENANT AND SERVITUDE (Restricted Parcels)

THIS DECLARATION OF RESTRICTIVE COVENANT AND SERVITUDE (Restricted Parcels) (this “**Servitude**”) is made as of the ____ day of September, 2024 (“**Effective Date**”), by Battle North, LLC, a Georgia limited liability company (together with its successors and assigns, “**Declarant**”).

RECITALS

This Servitude is made with reference to the following facts:

A. Declarant and the Town of Minturn, a home rule municipal corporation of the State of Colorado (“**Town**”) are parties to that certain Settlement Agreement approved by Minturn Town Council pursuant to Resolution 25 – Series 2023 and having an effective date of September 6, 2023 (as amended, “**Settlement Agreement**”).

B. As contemplated in the Settlement Agreement, Declarant processed and the Town approved the Battle Mountain North Exemption Plat recorded in the real property records of the Eagle County clerk and recorder’s office (“**Record(ed)(ing)**”) contemporaneously with the Effective Date (the “**Exemption Plat**”), which the Exemption Plat created sixteen (16) legally conveyable parcels (“**Parcel(s)**”).

C. The Settlement Agreement contemplated, *inter alia*, in connection with implementation of the Settlement (as defined therein) Declarant would:

1. Retain ownership of certain Parcels, which as created by the Exemption Plat are Parcels 7, 9, 13, 14, 15 and 16 (as may be further subdivided into buildable and conveyable lots, the “**Battle Retained Parcel(s)**”);

2. Retain ownership of certain other Parcels that would be encumbered by Recording certain instruments imposing restrictive covenants enforceable by and granting certain property interests to the Town (“**Restrictions**”), which as created by the Exemption Plat are Parcels 3, 4, 10 and 12 (“**Restricted Parcel(s)**”); and

3. Convey certain Parcels to the Town, which as created by the Exemption Plat are Parcels 1, 2, 5, 6, 8, and 11 (as may be further subdivided into buildable and conveyable lots, the “**Town Parcel(s)**”).

D. Some of the Parcels, including but not limited to Parcels 3 and 4, are subject to that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir Project by and among the Eagle River Water & Sanitation District, Upper Eagle Regional Water Authority (collectively, “**ERWSD/Authority**”), and Battle North, LLC (“**Reservoir Agreement**”), and also are subject to the terms and conditions of that certain special warranty deed Recorded on February 10, 2022 at Reception No. 202202329, and that certain Perpetual Easement Agreement (Eagle River Parcel) Recorded on February 10, 2022 at Reception No. 202202330 (collectively, “**Reservoir Instruments**”).

E. Parcels 3, 10, 11, and 12 are subject to certain restrictions and requirements (“**Agencies Requirements**”) imposed by the United States Environmental Protection Agency and/or the Colorado Department of Public Health and Environment (collectively, “**Agencies**”) pursuant to the Administrative Order on Consent for Response Action and Release and Waiver of CERCLA Lien, Docket No. CERCLA 08-2018-0009 and the Notice of Environmental Use Restrictions imposed pursuant to C.R.S. Section 25-15-321.5 and Recorded on November 20, 2019, at Reception No. 201919761 (Parcel 10), Reception No. 201919762 (Parcel 3), Reception No. 201929763 (Parcels 11 and 12) and on May 24, 2021 at Reception No. 202112199 (Parcel 3).

F. As more particularly described therein, Section 7(b) of the Settlement Agreement anticipates the Restrictions will encumber different Restricted Parcels in different ways and on different terms that may include, as applicable, Recording of certain instruments which (collectively, the “**Restrictions Obligation**”) grant perpetual non-exclusive easements to the Town (as defined therein, “**Perpetual Easement Agreements**”); impose covenants that restrict use of the Restrictive Parcels (as defined therein, “**Restrictive Covenants**”) and grant to the Town options to acquire fee title to the Restricted Parcels (as defined therein, “**Purchase Option(s)**”).

G. In full satisfaction of the Restrictions Obligation, Declarant desires to execute and Record this Servitude as an encumbrance on the Restricted Parcels, for the benefit of the Battle Retained Property and the Town, and the Town desires to acknowledge the rights created herein and that such execution and Recording of this Servitude together with the execution and Recording of the separate Perpetual Easement Agreements and Purchase Options on title to each of the Restricted Parcels constitutes Declarant’s full satisfaction of Declarant’s obligations with respect to the Restrictions Obligation.

DECLARATION

NOW, THEREFORE, in consideration of the facts set forth in the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Declarant, Declarant hereby declares as follows:

Article 1 General Provisions

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated in and made substantive provisions of this Servitude.

1.2 Declarant Status. Battle North, LLC will retain the status of Declarant for so long as it is fee title owner of any Restricted Parcel or any Battle Retained Parcel (or further subdivision thereof). By Recording a written assignment instrument, Battle North, LLC may assign such Declarant status and rights to a single successor fee title owner (“**Successor Declarant**”) of any Restricted Parcel or to any successor fee title owner of any Battle Retained Parcel (or further subdivision thereof) and such Declarant status and rights will thereafter vest in the Successor Declarant designated in such Recorded assignment instrument for so long as such Successor Declarant is fee title owner of any Restricted Parcel or any Battle Retained Parcel (or further subdivision thereof). A Successor Declarant may likewise further assign its Declarant status and rights. If Declarant or a Successor Declarant ceases to be fee title owner of any Battle Retained

Parcel (or further subdivision thereof) or any Restricted Parcel without having Recorded an assignment of Declarant status and rights, the fee title owner of the majority of the acreage within the Battle Retained Parcels (or further subdivision thereof) will become the Successor Declarant by operation of this Servitude and without the requirement of any further action, although such Successor Declarant may Record an instrument to provide notice thereof.

1.3 Effect of Recording of Servitude. During the period of time commencing upon Recording of this Servitude and continuing through and including the date, if any, on which a Termination Notice (defined in Section 3.1) is Recorded pursuant to Article 3 (the “**Term**”), this Servitude will:

- (a) effect and constitute an encumbrance on the Restricted Parcels;
- (b) impose a servitude running with title to the land comprising the Restricted Parcels at law;
- (c) bind all persons and entities having or acquiring any interest in the Battle Retained Parcels (or further subdivision thereof) and the Restricted Parcels or any part thereof;
- (d) inure to the benefit of and be binding upon every part of, and every interest in, the Battle Retained Parcels (or further subdivision thereof) and the Restricted Parcels;
- (e) be binding upon Declarant, all Successor Declarants and all other successor fee title owners (“**Successor Owner(s)**”) of all or part of the Battle Retained Parcels (or further subdivision thereof) and the Restricted Parcels; and
- (f) inure to the benefit of and be enforceable solely by the Town and, as applicable, Declarant or a Successor Declarant (the “**Enforcing Party(ies)**”).

1.4 Encumbrance Limited in Scope to Restricted Parcels. This Servitude burdens the Restricted Parcels only and does not burden or encumber, and will not be construed to encumber title to, any portion of the Battle Retained Parcels (or further subdivision thereof) or the Town Parcels.

1.5 Effect of Servitude. During the Term, Declarant and all Successor Owners (including but not limited to the Town) of the Restricted Parcels will own, hold and convey the Restricted Parcels subject to and in accordance with this Servitude.

1.6 Effect of Town Acknowledgement. By execution of the Town Acknowledgement and Consent page to this Servitude, the Town:

- (a) acknowledges that Declarant’s Recording of this Servitude and the Perpetual Easement Agreements and Purchase Options constitutes full and complete satisfaction regarding the Restrictions Obligation;
- (b) consents to the terms and conditions set forth in this Servitude regarding the Town’s performance of its obligations under this Servitude and as an Enforcing Party; and

(c) acknowledges that its rights as an Enforcing Party under this Servitude are in consideration of and dependent upon the Town's performance of the Town's obligations as set forth in this Servitude.

1.7 Non-Merger. Notwithstanding the fact that Declarant is the sole fee title owner of the Restricted Parcels as of the Effective Date, or that a Successor Declarant may at some future date be the sole fee title owner of the Restricted Parcels, Declarant does not intend for such ownership to result in, and such ownership will not be construed to result in, merger of this Servitude with such fee title ownership and/or to be construed to result in termination of any of the covenants, conditions, restrictions or Declarant rights created by this Servitude.

Article 2 Permitted Use and Restrictions

2.1 Restrictions on Use. For purposes of this Servitude, use of the Restricted Parcels is limited to the following uses and no others, which uses must be undertaken in compliance with and subject to the terms and conditions of the Agencies Requirements applicable, from time to time, to the particular Restricted Parcel(s) ("**Permitted Uses**"):

(a) All conditional, limited, and uses permitted by right in the Bolts Open Space and Recreational Zone as set forth in the Minturn Town Code (the "**Code**") at Section 16-10.5-70 as in effect as of the Effective Date, a copy of which is included as Exhibit A attached hereto.

(b) All uses and activities necessary or desirable to comply with or otherwise implement:

(i) all rights and obligations set forth in the Reservoir Instruments to the extent pertaining to any of the Restricted Parcels;

(ii) the Agencies Requirements and any other rules, regulations, permits, approvals, "**CERCLA Protections**" as defined in Section 5(g) of the Settlement Agreement, any other work plans for remediation or other activities approved by the Agencies prior or subsequent to the Effective Date ("**Work Plan(s)**"), and similar matters relating to compliance with the Agencies Requirements; and

(iii) with respect to Parcels 3 and 4 specifically, that certain Project Delivery Method dated December 2021 ("**OTP Work Plan**") and the Parcel 3 Remediation (defined in Section 2.2).

2.2 OTP Work Plan; Reservoir Agreement Obligations. As more fully set forth and described in the Reservoir Instruments, ERWSD/Authority acquired certain real property and related property interests in order to facilitate the construction, ownership and operation of an approximately 1,210 acre-foot water storage facility (as defined therein, "**Reservoir**") together with certain Reservoir-related water conveyance structures and related improvements to be located within, as applicable, areas of the Restricted Parcels, the Battle Retained Parcels and the Town Parcels (as defined therein, collectively, "**Reservoir Project**"). ERWSD/Authority has no

contractual obligation to Declarant to commence or complete the Reservoir Project within any specified time or at all. In anticipation of and preparation for ERWSD/Authority's prospective determination to commence the Reservoir Project, Declarant has obtained Agencies provisional approval of the OTP Work Plan, pursuant to which soils District/Authority excavates from the Reservoir site will be placed on Parcel 4 (Processing Area) in order to be processed and sorted prior to placement and compaction of the processed soils on Parcel 3 (OTP). For purposes of this Servitude, the Agencies issuance of a Certification of Completion upon completion of the processed soils placement on Parcel 3 pursuant to the OTP Work Plan together with the Agencies deletion of Parcel 3 from the National Priorities List (collectively, the "**Parcel 3 Remediation Certification**"), will constitute evidence that all appropriate and required response actions for Parcel 3 have been implemented and the releases of hazardous substances pose no significant threat to public health, welfare or the environment (the "**Parcel 3 Remediation**").

2.3 Additional Restrictions; Exceptions. Each of the Restricted Parcels, as applicable, will be subject to the following:

(a) Operation of heavy machinery, earth-moving activity, material processing activity, blasting activity, and any other Temporary Processing Area use activities within Parcel 3 and Parcel 4 may be conducted, except in the case of emergencies, only between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday and excluding public holidays.

(b) Subject to Section 2.3(d), prior to engaging in the activities described in Section 2.3(a), Declarant or a Successor Owner will submit to the Town for the Town's review and approval (in accordance with generally applicable standards set forth in the Code or in regulations and standards promulgated pursuant to the Code) a plan for mitigating the following impacts: (i) noise and vibration; (ii) dust, smoke and airborne particulates; (iii) erosion and sedimentation into water bodies; (iv) wildlife; and (v) public roads (debris and damage). The Town will administratively issue a decision to approve, approve with conditions or deny the proposed mitigation plan within thirty-five (35) days of submittal of such mitigation plan.

(c) Subject to Section 2.3(d), no vertical improvements (excluding temporary job site buildings) may be constructed or placed on the Restricted Parcels without the Town's prior written consent which may but is not required to be evidenced by, as applicable, the Town's approval or issuance of a site plan, design review, or building permit.

(d) Declarant and the Town have a mutual interest in the Parcel 3 Remediation being completed in a timely and efficient manner if and when ERWSD/Authority commences construction of the Reservoir and to avoid adverse impacts on the adjacent community, wildlife, and the environment. Accordingly, the Parties will cooperate and endeavor in good faith to administer, comply with, and enforce the restrictions set forth in Sections 2.3(a) and 2.3(c), including the mitigation plan(s) approved pursuant to Section 2.3(b), so as not to negate or materially and adversely impact performance of: (i) the OTP Work Plan within Parcel 3 and Parcel 4; (ii) any other uses, activities, rights and obligations relating to compliance with other Work Plans; (iii) any rules, regulations

and requirements necessary to comply with or implement Agencies Requirements; and (iv) the Reservoir Instruments. The Town acknowledges that CERCLA Section 121(e), 42 U.S.C. 9621(e), prohibits the Town from requiring a permit for activities conducted on Parcel 3 to the extent those activities are required by the Agencies pursuant to the Administrative Order on Consent for Response Action and Release and Waiver of CERCLA Lien, Docket No. CERCLA 08-2018-0009 and may supersede certain otherwise-applicable requirements of the Code referenced in Sections 2.3(a) and 2.3(b). In such circumstances, non-compliance will not be considered a breach of this Servitude.

(e) Within Parcel 10 and Parcel 12, the activities described in Sections 2.3(a) through 2.3(d) will instead be subject to such conditions as the Town imposes pursuant to generally applicable Code provisions.

(f) Except to solely and exclusively facilitate work done in furtherance of the Reservoir Instruments or the Work Plans, the Restricted Parcels will not be used for:

- (i) Concrete or asphalt batch plant
- (ii) Material processing
- (iii) Industrial purposes
- (iv) Mining
- (v) Waste collection, processing or recycling
- (vi) Vehicle repair or storage

(g) The use restrictions set forth in Section 2.3(f) will not be construed to preclude use of the Restricted Parcels for ground mounted solar energy systems or public works facilities and similar municipal uses.

(h) Restoration of Parcel 4. Within one calendar year of completion of the Temporary Processing Area uses on Parcel 4, as evidenced by the Agencies issuance of the Parcel 3 Remediation Certificate, Declarant or applicable Successor Owner will restore and revegetate Parcel 4 to a condition reasonably similar to the condition in place prior to the establishment of the Temporary Processing Area use.

2.4 Restrictions on Conveyance; District Ownership. Parcels 3, 10 and 12 are within the inclusion areas and service areas of Battle North Metropolitan District Nos. 1, 2, 3 or 4 (“**District(s)**”). Without the Town’s prior written consent, Declarant may convey one or more of the Restricted Parcels to any of the Districts; provided, however, Declarant will not cause, and the Districts’ service plans preclude, any Restricted Parcel to be included within the physical (taxing) boundaries of a District without the Town’s prior written consent, not to be unreasonably delayed, conditioned or withheld.

Article 3 Duration, Termination Or Abandonment

3.1 Duration. Unless this Servitude is terminated by Recording of a written instrument evidencing an intent to terminate this Servitude (a “**Termination Notice**”) in accordance with the terms and conditions of this Article 3, this Servitude will continue in effect and be an encumbrance on the Restricted Parcels in perpetuity.

3.2 Termination and Release. This Servitude may be terminated and released only as follows:

(a) By Agreement. The applicable Enforcing Parties may, by mutual agreement, terminate and release this Servitude by Recording of a Termination Notice that has been executed by an authorized representative of both:

(i) The Town, and

(ii) either Declarant or a Successor Declarant, as applicable.

3.3 Effect of Recording of a Termination Notice. From and after the date on which a Termination Notice is Recorded in accordance with the terms and conditions of this Article 3, Recording of the Termination Notice will be conclusive evidence, and will have the effect, of:

- (a) this Servitude being null and void and of no further force or effect;
- (b) the Restricted Parcels being fully released from the encumbrance of this Servitude;
- (c) being binding and legally enforceable on each Enforcing Party;
- (d) all Successor Declarants of all or any part of the real property comprising the Restricted Parcels being legally entitled to rely on and enforce such termination and release; and
- (e) notwithstanding the foregoing, an Enforcing Party’s obligations or duties under this Servitude, if any, which remain undischarged as of or by their nature can be performed only after the date on which the Termination Notice is Recorded will survive termination and release of this Servitude and will remain binding and enforceable against such Enforcing Party thereafter until the same have been fully performed and discharged.

Article 4 Remedies

4.1 Generally. As between Enforcing Parties, an Enforcing Party asserting a default or breach of this Servitude by another Enforcing Party will have the right to pursue and be entitled to enforcement of this Servitude against such other Enforcing Party. As between an Enforcing Party and any third-party asserted to have violated or breached the terms and conditions of this Servitude,

such Enforcing Party will have the right and be entitled to enforcement of all remedies available at law or in equity against such third-party.

4.2 CGI Act. No term or condition of this Servitude will be construed or interpreted as an express or implied waiver by the Town of any provision of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

4.3 Cure. Prior to bringing any action for enforcement of any terms or obligations contained in this Servitude, the party alleging a breach will provide the other party with written notice of the alleged breach. The other party in receipt of such notice will have a period of three business days after receipt of such notice within which to effect a cure (or, if the breach or default is of a nature that it cannot reasonably be cured within such period, such longer period as may be reasonable under the circumstances with diligent effort).

Article 5 Miscellaneous

5.1 Amendments. The applicable Enforcing Parties may, by mutual agreement, amend this Servitude by Recording of a written instrument that has been executed by an authorized representative of both the Town and, as applicable, Declarant or a Successor Declarant. Any such amendment will be binding on and encumber the Restricted Parcels and will be binding on and enforceable against the Enforcing Parties, from and after the date on which such amendment is Recorded.

5.2 No Public Dedication. Nothing herein will be deemed or construed as a grant of a dedication to the Town or to the public of fee ownership interest, an easement, or any other or lesser estate in the Restricted Parcels. Declarant and any Successor Owner(s) of all or any portion of the Restricted Parcels will retain fee simple ownership of the Restricted Parcels, subject to this Servitude in accordance with the terms and conditions set forth herein.

5.3 No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Servitude, and all rights of action relating to such enforcement, will be strictly reserved to the Enforcing Parties, and nothing contained in this Servitude will give or allow any such claim or right of action by any third person. Any person other than an Enforcing Party that receives services or benefits under this Servitude will be deemed to be an incidental beneficiary only.

5.4 Entire Servitude. This instrument sets forth the entire Servitude regarding the matters addressed herein, and supersedes any previous communications, representations, or agreements, whether oral or written.

5.5 Recording. This Servitude has been Recorded as of the Effective Date.

5.6 Severability. If any provision of this Servitude is declared by any court of competent jurisdiction to be void or unenforceable, such decision will not affect the validity of any remaining provisions of this Servitude, which remaining provisions will continue in full force and effect to the extent not inequitable to or depriving an Enforcing Party of the material benefits of this Servitude under the facts and circumstances then pertaining. In lieu of such void or unenforceable provision, the Enforcing Parties having the right to execute amendments to this

Servitude, as provided in Section 5.1, will exercise good faith to so amend this Servitude in order to incorporate a provision materially similar in substance to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

5.7 Rules of Construction. The article and section headings which appear in this Servitude are for purposes of convenience and reference and are not in any sense to be construed as modifying the articles and sections in which they appear. References to the singular will include the plural, and to the plural will include the singular, and any reference to any one gender will be deemed to include and be applicable to all genders.

5.8 Interpretation. Nothing in this Servitude will be construed as constituting an amendment to the Code nor a restriction on the Town's right and authority to enforce the Code, including for activities occurring on the Restricted Parcels. Nothing in this Servitude constitutes an approval which may be required under the Code for the matters discussed in this Servitude nor an obligation of the Town to grant any approval which may be required under the Code for activities occurring on the Restricted Parcels.

5.9 Authority to Execute. The persons executing this Servitude, including the consent page hereto, represent and warrant that they are duly authorized to execute this Servitude on behalf of the respective signatory entities.

5.10 Governing Law; Venue; Waiver of Right to Jury Trial. This Servitude will be construed according to the laws of the State of Colorado. Venue will be in the district court for the State of Colorado, Eagle County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Servitude, **each Enforcing Party waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Servitude.**

5.11 Attorneys' Fees. If any legal proceeding is commenced to enforce or interpret any provision of this Servitude, the substantially prevailing party in such suit will be entitled to recover its reasonable attorneys' fees and expenses from the non-prevailing party.

5.12 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third business day after it is mailed. All such notices or other communications will be addressed as follows: All such notices or other communications will be addressed as follows:

If to Declarant: Battle North, LLC
 164 Railroad Ave. [Physical]
 P.O. Box 56 [mailing]
 Minturn, CO 81645
 Attention: Tim McGuire
 Telephone: 802.473.0275
 Email: tmcguire@acpcommunities.com

with required copies to: Crave Real Estate
 3500 St. Jacques
 Montreal, Quebec, Canada H4c1h2
 Attention: Lorne Bassel
 Telephone: 514.940.1199
 Email: lbassel@craverealestate.com

ACP Communities, LLC
 3284 Northside Parkway NW, Suite 570
 Atlanta, Georgia 30327
 Attention: Amy Wilde
 Telephone: 404.334.0450
 Email: awilde@acpcommunities.com

Otten Johnson Robinson Neff & Ragonetti, P.C.
 950 17th Street, Suite 1600
 Denver, CO 80202
 Attention: Munsey Ayers [020665-0009]
 Telephone: 303.575.7555
 Email: munsey@ottenjohnson.com

If to the Town: Town of Minturn
 302 Pine Street
 P.O. Box 309
 Minturn, CO 81645
 Attention: Town Manager
 Telephone: (970) 827-5645
 Email: manager@minturn.org

with a required copy to: Karp Neu Hanon PC
 201 14th Street, Suite 200
 P.O. Box 2030
 Glenwood Springs, CO 81602
 Attn: Michael J. Sawyer, Esq. (Minturn Town Attorney)
 Telephone: (970) 945-2261
 Email: mjs@mountainlawfirm.com

If to Successor Declarants:

To such address as such Successor Declarants deliver by written notice pursuant to this Section 5.12.

Notice of change of address must be given by written notice in the manner detailed in this Section 5.12.

5.13 Electronic Signatures; Counterparts. The facsimile, pdf or DocuSign signature of Declarant and the Town on this Servitude, or of any Successor Declarants on any amendment to this Servitude, or to any such party's notice delivered pursuant to this Servitude (and on any instrument required or permitted to be delivered to a party pursuant to this Servitude) will be deemed an original for all purposes. Amendments to this Servitude may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, will constitute a fully executed amendment to this Servitude and will be considered a single document.

[Signature Pages and Exhibits Follow This Page]

IN WITNESS WHEREOF, Declarant has executed this Servitude as of the Effective Date, with the intent that this Servitude will be binding and legally enforceable in accordance with its terms and conditions from and after the Effective Date.

DECLARANT:

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.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of September, 2024, 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: _____

TOWN ACKNOWLEDGEMENT AND CONSENT

TOWN:

TOWN OF MINTURN,
a municipal corporation of the State of Colorado

By: _____
Name: Earle Bidez
Title: Mayor
Date: _____, 2024

ATTESTED by:

By: _____
Jay Brunvand, Town Clerk

APPROVED as to legal form:

By: _____
Michael J. Sawyer, Town Attorney

EXHIBIT A**Permitted Uses in the Bolts Open Space and Recreational Zone
by Code Section 16-10.5-70****Sec. 16-10.5-70. – Permitted Use Table.**

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
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

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
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
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

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
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

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



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

Zoning Board of Appeals Hearing

Eagle River Whisky Variance Request 161 Main Street and 161 Nelson Avenue

Hearing Date:	September 3, 2024
File Name and Process:	Eagle River Whisky Variance Request
Owner/Applicant:	Spence & Stefanie Neubauer
Representative:	Robert D Creasy Architecture
Legal Description:	Mackedon & Rathburns Block C Lot 1 and Part of Lot 2
Address:	161 Main Street and 161 Nelson Avenue
Zoning:	Old Town Character Area – 100 Block A Zone District
Staff Member:	Madison Harris, Planner I Scot Hunn, Planning Director
Recommendation:	Approval

Staff Report

I. Summary of Request:

The Applicants, Spence and Stefanie Neubauer, request review of a request for relief from the thirty foot (30') rear setback at 161 Main Street and 161 Nelson Avenue in the Old Town 100 Block A Zone District. The Applicant's Representative Robert Creasy has been proactive in meeting with Town staff prior to submitting the variance request.

Background

The 100-Block Design Guidelines within Appendix B of Chapter 16 were adopted in 2023. At that time, the purpose and intent of requiring the rear setbacks along Eagle and Williams streets was to ensure the provision of parking for residential uses (in mixed use buildings) and, in the case of Williams Street, to create the physical conditions necessary to promote a "Woonerf" concept which allows for vehicular and pedestrian use within the same travel corridor.

Since adoption, the Guidelines – specifically the rear yard setback requirement – have not been implemented as there have been no new building or major redevelopment proposals. Additionally, staff suggest that upon adoption, the rear yard setback requirement did not contemplate 100 percent commercial use (parking requirements for commercial uses were eliminated at the time the Guidelines were adopted to incentivize commercial, sales tax generating uses). Rather, the intent of the generous rear setbacks along Eagle and Williams Street - 25 to 30 feet - captured a concern by the Planning Commission and Town Council that adequate parking for residential purposes, along with adequate maneuverability space be provided along these corridors.

Appendix B, Section 4, Site Design Policy SD.1 (D-E) and Site Design Policy SD.5 (A, C, and D) of the Minturn Municipal Code (MMC) is applicable with regard to improvements within the rear setback:

SD.1 Street Design

- D. Williams Street and Eagle River Street shall be designed as a "woonerf"—or shared streets—including a fifteen-foot clear public right-of-way that is shared between vehicles and pedestrians.*
- E. Setbacks along Williams and Eagle River Street shall be designed to contribute to the placemaking of the street. The area may be used for parking or activation of the street with uses like outdoor dining or patio space.*

SD.5 Parking/Loading

- A. Parking shall not be accessed from Main Street and shall be set back a minimum of forty (40) feet from Main Street. Parking shall be accessed from Nelson, Toledo, Williams, or Eagle River Streets.*
- C. Parking shall be provided along Williams and/or Eagle River Streets within the required building setback area in 100 Block: A. Along Williams (north of Nelson) and Eagle River Streets, a twenty-foot space shall be provided for thirty-degree parking access. Along Williams (south of Nelson) a twenty-three-foot space shall be provided for ninety-degree parking access.*
- D. Parking shall be marked as private parking and dedicated to residential uses, if applicable. If no residential uses are provided on-site, parking shall be provided for commercial uses.*

As referenced in the code sections above, the only apparent improvements permitted within the rear setback area are parking or activation of the street with uses like outdoor dining or patio space. Staff does not believe the MMC contemplates situations such as the one presented at the Eagle River Whisky lots where 1) the proposed use is 100% commercial, 2) there may be a valid need for an expanded first floor area due to federal regulations, and 3) an inability to utilize the full capacity for building height and massing due to those federal regulations.

Per the application's Letter of Intent it states:

“Because of the weight of equipment and full barrels of whisky, the distillery requires a maximum ground floor area in order to be a viable business, but the building does not need

multiple stories, nor the height & massing allowed by current codes for this lot. Our variance request stems from the excessive rear lot set back that current zoning places on this lot... Existing code allows for upper floor balconies to extend up to 10' into the rear setback (similar to our 20' "second" story setback) and it allows for an open terrace up to 48" tall to extend all the way to within 5' of the rear property line which would crowd the Williams St ROW...By stepping the height of our proposed rear setbacks, we bring the building down to a more human scale and increase the access to light and air at the street level. Additionally, by reducing the paved area of parking along Williams Street from over 70' to less than 50' wide, we more successfully create the "woonerf" ambiance that the town's Design Framework Principals envisioned for William's Street where pedestrians share the street with vehicles within an animated street scape."

Proposed Plans

Staff has been working with the Applicant and their architect for several months on potential plans for a new commercial building. As summarized above, one of the more prescriptive restrictions within the 100-Block Design Guidelines is the requirement for a 30 feet setback along Williams Street south of Nelson Avenue, while the Guidelines require 25 feet along Eagle and the rest of Williams.

In an effort to work within the spirit and intent of the Guidelines, and to otherwise reduce the amount of relief (from the rear setback) requested to achieve the project design goals, the Applicant is proposing reducing the rear setback from 30 feet to 10 feet for the first floor of the building and from 30 feet to 20 feet for the second floor of the building. The first floor on the rear would be capped at a 14-foot eave height, and the second floor would be capped at a 20-foot eave height.

Conceptual building plans and massing models are provided with the application to help staff, the Planning Commission, and Town Council make an informed decision regarding the request.

The Planning Commission is forwarding a **recommendation of approval with conditions** of the variance request from the strict interpretation and application of the Town's Setback requirements.

II. Zoning Analysis:

Zoning

The subject property is located within the "Old Town Character Area" 100 Block A Zone District, described as follows:

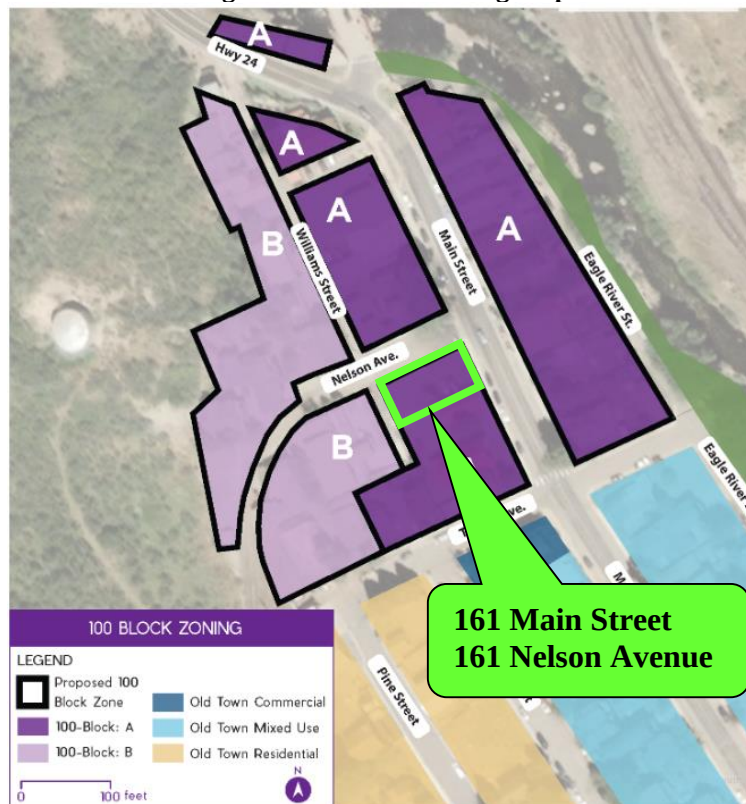
- (a) *The 100 Block Commercial Zones are characterized by a compact retail/commercial core area bisected by Highway 24. The area consists of businesses and residences with an identity of the historic commercial core that is distinct from other parts of the community.*
- (b) ***The purpose of this area is to provide convenient commercial services to residents and visitors and to promote the development of the Town's primary retail commercial district. Accommodation of sales tax-generating commercial uses and non-street level residential units can enhance Old Town vitality while maintaining the visual character and scale. Street level space within the 100 Block Commercial Zones shall be dedicated to retail uses. Non-street level space within the 100 Block***

Commercial Zones may be used for compatible retail, office, and residential uses.

- (c) **The 100 Block Commercial Zones should function as a pedestrian shopping corridor.** Buildings shall orient toward sidewalks and pedestrian areas with storefront windows and main entrance doors. **The scale of buildings both in terms of height and width should encourage transparency, pedestrian engagement, and facilitate pedestrian movement not only along Highway 24 but also between Highway 24, Williams Street and Eagle Street and along all streets in the 100 Block.**
- (d) The small town historic main street character will be maintained by keeping in scale with the original plat of twenty-five-foot by one hundred-foot lots and one- to two-story building frontages along Highway 24. Large monolithic buildings and "strip" retail areas are not allowed. New development in the 100 Block shall follow the standards and guidelines provided in Appendix B which seeks to ensure new structures maintain compatibility with historic structures while bringing new uses to increase vitality.

- Town of Minturn Town Code Section 16-6-35

Figure 1: 100 Block Zoning Map



III. Applicable Standards and Design Guideline Criteria:

Variance

The Minturn Municipal Code provides the following purpose, intent and criteria for the approval of a variance:

Sec. 16-21-690. - Variances.**(a) Purpose of provisions; limitations.**

- (1) In order to prevent or to lessen such practical difficulties and unnecessary physical hardships inconsistent with the objectives of this Chapter as would result from strict or literal interpretation and enforcement, variances from certain regulations may be granted. Cost or inconvenience to the applicant of strict or literal compliance with a regulation shall not be a reason for granting a variance.
- (2) Variances may be granted only with respect to the development standards prescribed for each zone, including lot area and site dimensions, setbacks, distances between buildings, height, density, site coverage, usable open space, landscaping, site development and parking and loading requirements.
- (3) The power to extend variances does not extend to the use regulations prescribed for each district because the flexibility necessary to avoid results inconsistent with the objectives of this Chapter is provided by Sections 16-21-620, Conditional Use Permits, and Division 3 of this Article, Amendments to text of Land Use Regulations or Character Area and Zone District Map.”

(c) Approval criteria. Before acting on a variance application, the Planning Commission and the Zoning Board of Appeals shall consider the following factors with respect to the requested variance:

- (1) The relationship of the requested variance to other existing or potential uses and structures in the vicinity;
- (2) The degree to which relief from the strict or literal interpretation and enforcement of a specified regulation is necessary to achieve compatibility and uniformity of treatment among sites in the vicinity, or to attain the objectives of this Chapter without grant of special privilege;
- (3) The effect of the requested variance on light and air, distribution of population, transportation and traffic facilities, public facilities and utilities and public safety; and
- (4) Such other factors and criteria as the Planning Commission and Zoning Board of Appeals deem applicable to the proposed variance.

(d) Findings required. The Planning Commission and Zoning Board of Appeals shall make the following findings before granting a variance:

- (1) There are exceptional or extraordinary circumstances or conditions applicable to the site of the variance that do not apply generally to other properties in the same zone;
- (2) The exceptional or extraordinary circumstances of the site create a situation in which the strict, literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of this Chapter;
- (3) That the granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity and will not result in substantial impairment to the purposes of this Chapter.
- (4) There is no substantial impairment to the public that would result from the granting of the variance.”

Staff Response:

As noted above, the Town Council acting as the Zoning Board of Appeals must make positive findings for all four variance criteria. Although no one criterion should be weighted differently or considered more important, the first two criteria are typically the most difficult to establish.

In this instance, the Applicant will be required to demonstrate an ‘extraordinary circumstance,’ ‘physical hardship,’ and/or ‘practical difficulty’ when the regulations are applied strictly and literally to their property.

The Applicant has reduced the total amount of relief requested as evidenced by the building design which steps up in mass and form from first floor to second floor remaining cognizant of the impacts on the pedestrian experience, and in keeping with the overall intent of the Design Guidelines. Staff does not believe that this will have a negative impact on light or air, and in fact is respectful of the shading effects on walkways around the building based on the massing presented. The proposed design does not contemplate perpendicular parking along Williams Street except for a loading dock area, and so there should be minimal conflict with the parking across the street at the Molly G Building.

Staff suggests that the intention of the 30-foot rear setback is to ensure enough area within a lot to provide adequate parking area for any second story and above residential uses. As stated within the Applicant’s letter of intent “since federal rules do not allow residential use above a distillery, we cannot utilize the code allowed height for other uses.”

With no residential uses allowed within the proposed building per federal regulations; the prioritization of economic viability and welfare within the downtown corridor by the Minturn Municipal Code Old Town Character Area purpose and intent, the 2023 Imagine Minturn Community Plan, and Town of Minturn Town Council 2023-2025 Strategic Plan; and the proposed design of the building, which otherwise complies with the Design Guidelines and goals for activation on Williams Street, there may be a case for physical hardship and/or practical difficulty to allow for the requested relief from the rear setback.

For reference the following statements from the referenced above documents are relevant to this review:

Article 6 – Old Town Character Area**Sec. 16-6-10. – Character Area characteristics.**

*“The intent of the Community Plan is that the Old Town Character Area maintain its unique and friendly small town character while providing for a **compatible mix of retail/commercial** and residential uses. Old Town provides for low-impact retail/commercial and residential uses that support and enhance the friendly small town character. Small town main street characteristics such as walkability, window fronts, main entrances fronting sidewalks, and **smaller scale buildings are to be promoted.** **The intent is to concentrate retail/commercial uses on Main Street and Williams Street** and discourage retail/commercial uses on secondary streets when they would conflict with existing residential uses. **The Old Town Character Area is to function as the primary retail/commercial core that encourages compatible retail/commercial activity and***

economic vitality. Subdivisions and planned unit development occurring within the Old Town Character Area need to comply with the zoning code and promote the objectives in the Design Guidelines.”

2023 Imagine Minturn Community Plan

Chapter 2: A Thriving 100 Block

“Objective 2.1 Implement a framework for **redevelopment and growth** in the 100 Block that contributes to Minturn’s character and **economic development.**”

“Objective 2.6 **Invest in continuous placemaking improvements to support the 100 Block as a vibrant, central community gathering place;** improve connectivity to the riverfront area and nearby amenities.”

Chapter 3: An Economically Vibrant Community: Commercial Development & Industry

“Objective 3.3 **Pursue land use changes that support Minturn’s tax base and economic growth;** plan future development on important catalyst sites, including Dowd Junction.”

“Objective 3.6 **Ensure that the Town’s zoning and development code supports and encourages commercial development and redevelopment in key commercial districts while preserving historic character.**”

2023-2025 Strategic Plan Vision Statement

“Preserve Minturn’s **long-term viability**, its unique character and genuine mountain town community”

For these reasons, granting of the variance should not result in any detrimental effects on the welfare of the Town or the substantial impairment to the purposes of the Design Guidelines and Chapter 16 of the MMC, overall.

IV. **Planning Commission Hearing August 28, 2024:**

Before the day of the hearing, Commissioner Boyd sent an email questioning whether public notice had been adequately provided. For context, the deadline for public notice for the August 28, 2024 Planning Commission hearing was August 19, 2024, ten days prior to the hearing. Adjacent property owner letters, the newspaper posting, and a sign posted to property all needed to be sent/posted by August 19th. This was accomplished, however, the wrong date was on the sign posted on August 19th. This was caught August 22nd and corrected the same day with seven days remaining within the public notice period for the Planning Commission hearing. The Planning Commission took into account the fact that the newspaper posting and the adjacent property owner letters had been sent at the appropriate time, and that the sign posting was corrected as soon as it was discovered, and determined that there had been adequate public notice and the public hearing could commence.

During the public hearing, the Applicants and their representative emphasized that they are trying to create a more pedestrian friendly structure while keeping with the Town’s Design

Guidelines and helping to maintain the view to the Water Tank. The Town received four letters of support for this project, and two letters of opposition. Those written public comments are included in this packet.

Of those who spoke at the hearing, one person spoke who was against the variance being granted, stating that they did not believe that the 100 Block was the appropriate place for this use due to concerns about odor, pollution, and vehicle maneuverability. They also believe this to be a self-imposed hardship and that the street level should be dedicated to retail only, not a distillery space.

Three others who spoke were in favor and were appreciative of the proposed building helping to maintain views of the Water Tank and the valley. One person stated that the intent of the 100 Block Guidelines was to create thoughtful growth and character, and this proposed building addresses that. Another person stated that this building and the use proposed fit the character of Minturn. The third person in support expressed concerns about the snow pile that normally sits on this lot, but was still supportive of the variance.

The Applicants responded to the public comment given by stating that they would be applying for a conditional use permit for Light Manufacturing which a conditional use within the 100 Block A Zone District. That they have their Actively Green certification through Walking Mountains, and that any odor is due to air filtration, and they would have filters if there were any issues. They hope this to be a teaching place for small manufacturing and want to be as cutting edge as possible.

After listening to staff's presentation, the Applicants' representative's presentation, and public comment, the Planning Commission deliberated on the application. Overall there was support for granting this variance, and they believe that the proposed building meets the intent of the 100 Block Design Guidelines. They also discussed that a variance must be acted upon within one year of being approved otherwise it expires, and the Applicants have multiple other applications to get through i.e. DRB, CUP, and an Amended Final Plat, before they get to building permit.

V. Planning Commission Recommendation and Suggested Conditions:

The Planning Commission forwarded a recommendation that the Applicant's request for a variance for relief from the strict application of the Town's Rear Setback limits at 161 Main Street and 161 Nelson Avenue be granted with conditions as the request generally meets all variance criteria, particularly for practical difficulty.

The Planning Commission is **recommending approval with conditions** of the variance request.

1. The Applicants shall apply for and successfully complete a formal Design Review Board application; and
2. The Applicants shall apply for and successfully complete a Conditional Use Permit application; and

3. The Applicants shall apply for and successfully complete an administrative subdivision process to eliminate the common lot line between the two lots and to combine the lots into one lot.

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



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

MEMORANDUM

Date: August 28, 2024
 To: Minturn Planning Commission
 From: Scot Hunn, Consulting Planning Director
 RE: 161 Main & 161 Nelson Street Variance Request – Planning Commissioner Correspondence

On Friday, August 23, 2024, Planning Commission member Boyd sent an email correspondence (attached) to Michelle Metteer, Town Manager, and Michael Sawyer, Town Attorney, with several questions, concerns, and/or points of clarification related to the pending application for consideration of a variance request for two contiguous properties located at 161 Nelson Street and 161 Main Street.

In response to Commissioner Boyd's email, staff reviewed the Town of Minturn Municipal Code and conferred with the Town Attorney.

Because this communication came from a Planning Commission member and particularly because it relates to an active application where Commission members will act as "quasi-judges," staff is sharing the communication as part of the public record along with the following staff summary and response to Commissioner Boyd's questions and comments:

Question/Statement by Commissioner Boyd:

"I think the application is incomplete and I ask for clarity. My reason being is it is for two lots with different streets. First I would think a final plat eliminating the lot line would need to be done as required in the past historically and at that point determining the street frontage which would make the variance request for either a side setback or a rear setback and not as currently proposed as two rear setback's."

Staff/Attorney Response:

- The Minturn Municipal Code (MMC) does not require that the two lots be combined prior to or as part of the variance application(s).

- Staff's understanding is that the Applicant is requesting review of the variance request prior to spending additional time and resources on fully developing detailed plans for the property or taking the additional step of combining the two lots using an administrative subdivision process.
- For this reason, we asked the applicant to request a variance for both lots (until such time that they are combined properly) and to provide public notice for both lots.
- Per the MMC, the planning director is charged with determining the front, rear, and side yard setback areas of a lot or lots. In this case, the plans provided by the Applicant in support of this variance request are detailed and clearly show a proposed building (site plan, floor plans, building elevations and model) with a front entrance on Main Street, along with clearly dimensioned and labeled "setbacks." The planning director agrees with the Applicant's depiction of front, side, and rear yard setbacks and further clarifies that the variance request – on both lots – can be considered at this time without first combining the lots, and that the variance request concerns only the rear yard setback.
- Similar to a Design Review Board application for a new home or major remodel proposal on multiple lots, any re-platting can become a condition of approval. In this case, staff and Town Attorney suggest that the Planning Commission can recommend a condition of variance approval:
 - Requiring successful completion of a formal Design Review Board application; and
 - Requiring successful completion of an administrative subdivision process to eliminate the common lot line between the two lots and to combine the lots into one lot.

Question/Statement by Commissioner Boyd:

"In addition is a 15 foot clear vision variance needed with the property bordering 3 streets? Clarity is needed to review with an open mind."

Staff/Attorney Response:

- No – a variance application is not required for any proposed encroachments into the 15-foot clear vision area required at the intersections of Nelson and Williams, or Nelson and Main Street.
- The plans submitted by the Applicant show and clearly demonstrate that the proposed building (and permanent site improvements such as walls or patios) does preserve a 15' x 15' clear vision area at the intersections of Williams and Nelson, and at Nelson and Main Street.
- Any future, formal DRB application for a new building will include detailed site, grading, drainage, and landscaping plans where the Applicant will need to demonstrate that the clear vision area(s) are maintained.

Question/Statement by Commissioner Boyd:

"Also do variances transfer with property if building is not built and property is sold?"

Staff/Attorney Response:

- Yes, variances run "with the land" and are valid for one (1) year.

- Importantly, the variance is based on plans (site plans, building plans, etc.) that are required by the MMC and which have been provided. To be clear, there is no requirement that variance applications are to be accompanied by a formal DRB application. However, variance applications must include plans and other supporting documentation in enough detail to allow staff, the Planning Commission, and the Town Council to make findings.
- In this case, the Applicant has provided a fairly high level of detail on the plans submitted (similar to what the Town would receive as part of a full, formal DRB application) and, therefore, the variance, if granted, would be based on the representations made by the Applicant and their proposed plans for development.
- As such, the current owners or any future owners of the properties could benefit from the granting of a variance so long as any plans submitted for DRB (within the 1-year time frame) review and, ultimately, built upon the lot are in substantial conformance with the plans provided for this variance application.

Question/Statement by Commissioner Boyd:

“The posting changes made alone are questionable.”

Staff/Attorney Response:

- The Town provided notice in the paper, by mail, and by sign posting on the property.
- The public notice (in the newspaper, mailings, and sign posting) noticed the Planning Commission meeting of August 28th, as well as the Town Council regular meeting of September 3rd.
- Staff learned of an error with the sign posting (incorrect hearing date listed) on August 22, 2024.
- The Town contacted the Applicant the same day; and the correct sign was posted the same day.
- Signs are to be posted no less than ten (10) calendar days prior to a noticed public hearing.
- The signs were posted on Monday, August 19th; the error was discovered and corrected on August 22nd; and the public hearing was scheduled for August 28th.
- Therefore, this error caused proper notice (for the Planning Commission meeting) to be posted 3 days too late for the full 10 day posting. The posting for the upcoming Council meeting on September 3rd is still in compliance with the Town’s requirements.
- Historically, and from a practical standpoint, the Town’s primary obligation to provided notice is met by posting notice in a newspaper of general circulation. Other forms of notice are required to augment or supplement the primary notification.
- Additionally, the MMC contains language that specifically acknowledges that signs may be blown down, damaged, or otherwise rendered non-legible despite the best efforts of an applicant; and that such occurrences should not render all other forms of notification null and void or cause renotification.
- In this case, the Town Attorney advises that the Planning Commission has the discretion to determine if adequate public notice was provided.
- If the Planning Commission determines that adequate public notice was NOT provided, staff respectfully requests that the Commission table the request to a date certain.

Madison Harris

From: Madison Harris
Sent: Wednesday, August 28, 2024 3:59 PM
To: Madison Harris
Subject: RE: Important Legal questions for Mike

From: Michael Boyd <mastersealers@comcast.net>

Date: August 23, 2024 at 5:52:19 PM MDT

To: Michelle Metteer <manager@minturn.org>

Subject: Important Legal questions for Mike

A few questions In regards to the variance request on the planning and zoning agenda this week.

I think the application is incomplete and I ask for clarity.

My reason being is it is for two lots with different streets.

First I would think a final plat eliminating the lot line would need to be done as required in the past historically and at that point determining the street frontage

which would make the variance request for either a side setback or a rear setback and not as currently proposed as two rear setback's.

In addition is a 15 foot clear vision variance needed with the property bordering 3 streets?

Clarity is needed to review with an open mind.

Also do variances transfer with property if building is not built and property is sold?

The posting changes made alone are questionable.

I know sometimes I seem difficult but as I have stated numerous times, my intentions keeping us out of legal disputes are sincere.

Your response is greatly appreciated.

Sincerely,

Michael Boyd

Master Sealers Inc

970-390-6702

Mastersealers@comcast.net

Sent from my iPhone



VARIANCE APPLICATION

Section 12, Item B.

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner@minturn.org

Project Name:

Minturn Whisky Company - a new ground up construction of a sustainably designed distillery and tasting room

Project Location

Street Address: 161 Main Street, Minturn, CO 81645
161 Nelson St, Minturn, CO 81645

Zoning: Old Town Character Area - Commercial 100 Block A zone

Parcel Number(s): 2103-263-002&003

Application Request:

Reduce the rear setback from 30' to 10' for "single" story structure. (maximum eave height at new setback: 14'-0" AFG)
Reduce the rear setback from 30' to 20' for "second" story structure. (maximum eave height at new setback: 20'-0" AFG)

Applicant:

Name: Robert D Creasy Architecture

Mailing Address: PO Box 819, Minturn, CO 81645
(Physical address: 105 Williams St, Minturn, CO 81645)

Phone: 760-937-2600

Email: robert@rdcarch.com

Property Owner:

Name: Spence & Stefanie Neubauer

Mailing Address: PO Box 1253, Minturn, CO 81645

Phone: 603-770-8756 (Spence) or 970-763-8660 (Stef)

Email: stef@erwhisky.com & spence@erwhisky.com

Required Information:

Lot Size: 4990 sf	Type of Residence (Single Family, ADU, Duplex) N/A	# of Bedrooms N/A	# On-site Parking Spaces Not req'd for commercial building in 100 block - 1 loading dock space.
# of Stories: 1 story + partial mezzanine level	Snow storage sq ft: 5% of lot area = 250 sf	Building Footprint sq ft: Proposed 3090	Total sq ft Impervious Surface: 4390 sf = 88% (90% allowed)

Signature:

Fee Paid: _____ Date Received: _____ Planner: _____

VARIANCE APPLICATION**SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)**

Applicant Staff

☐☐**Application Fee** (Non-Refundable application fee shall be collected)

- Planning Commission Review - \$575 + Costs attributable to the review by consultant time are billed at actual hourly rates. Cost assessed after first hour.

RESPOND TO THE FOLLOWING QUESTIONS:

Maximizing the first floor area is critical for the

1. Please describe the nature of the requested variance:

economic viability of the new local business. The "single" story variance allows for an approximately 27% increase in first floor area (3090 sf vs 2440 sf). The taller "second" story variance allows for an increase in the vaulted area of the building for stacked barrels and tall distillery equipment. However, the overall scale of the building is reduced.

2. Are there exceptional or extraordinary circumstances or conditions applicable to the site of the variance that does not apply generally to other properties in the same zone? (If yes, please elaborate):

The existing 30' setback only applies to 3 lots, including this one, in all of town. The excessive setback was created to provide for an increase in the width of the Williams Street ROW (from 15' to 23') and to provide parking for present residential occupants of the lot. Since this is only a commercial building there is no requirement for residential parking. We are providing area for the widening of Williams St ROW to 23' to provide safe two way traffic to Molly G park.

3. Do the exceptional or extraordinary circumstances of the site create a situation in which the strict, literal interpretation and enforcement of the specified regulation result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zone code! (if yes, please elaborate):

Without the reduced setbacks that would allow for an increase in the distillery's first floor production area, the site is not viable for this use. An alternative use under the existing setbacks would result in a much more massive building which would create a huge "parking lot" of asphalt more than 70' wide which is directly contradictory to the town's intent in creating a pedestrian friendly "woonerf" area on Williams St. We propose a more humanely scaled building.

☐☐**Vicinity Map**

-- Directional Map indicating how to get to the Property involved in the request.

- Zoning of Property

☐☐**Improvement Location Certificate of Survey (ILC or ILS)**☐☐**Site Plan showing Precise Nature of the Proposed Use – To Scale**

- Scaled Drawings of Proposed Design of Structure
 - Plan View and Sections
- Building Heights – all 4 directions N/S/E/W
- Topography

RDC ARCHITECTURE

Box 819, MINTURN, CO 81645-0819

c 760.937.2600

July 7, 2024

Minturn Planning Department
 Planning & Zoning Commission
 302 Pine Street
 Minturn, CO 81645

Re: Minturn Whisky Co Distillery & Tasting Room Variance

Dear Planning Commissioners,

Thank you for considering our application for a variance on the lot located at 161 Main Street on the corner of Nelson Street and backing up to William's Street. Spence and Stefanie Neubauer own a local distillery business, Minturn Whisky Company (formerly known as Eagle River Whisky), and they wish to develop the lot in question with a building for their distillery and tasting room as well as a small attendant retail space or laundromat.

Our hope is to create an iconic building that becomes the visual representation of their business which animates the old downtown of Minturn by designing a building that has strong historical references which will provide character fitting to Minturn. We also wish for the building and the business itself to be a model of sustainable building and distilling processes utilizing: the heat from distillation to condition the building, active solar systems for all the electrical needs, recycling of water in all processes, and the use of reclaimed materials in construction.

Because of the weight of equipment and full barrels of whisky, the distillery requires a maximum ground floor area in order to be a viable business, but the building does not need multiple stories, nor the height & massing allowed by current codes for this lot. Our variance request stems from the excessive rear lot set back that current zoning places on this lot. We understand that this setback was created to provide for an increase in the Williams Street right of way (ROW) from 15' to 23' as well as the anticipated need for residential parking that would have resulted from a mixed-use building with residential uses on upper floors.

There are only 3 lots in Minturn with this large of a rear setback (30'). And since federal rules do not allow residential use above a distillery, we cannot utilize the code allowed height for other uses. Therefore, we propose a reduction of the rear setback from 30' to 10' for just the first floor of the building (14' eave height) and a reduction of the setback from 30' to 20' for the "second" floor (20' eave height - which is a taller vaulted space over the distillery production floor).

Existing code allows for upper floor balconies to extend up to 10' into the rear setback (similar to our 20' "second" story setback) and it allows for an open terrace up to 48" tall to extend all the way to within 5' of the rear property line which would crowd the Williams St ROW. It also allows for an incentive 3rd floor with a flat roof at 35' or a pitched roof up to about 44' high. The effect of a building built to maximally use the code allowed building envelope would greatly exceed the massing and scale of our proposed building – both of which are shown in our elevation drawings.

By stepping the height of our proposed rear setbacks, we bring the building down to a more human scale and increase the access to light and air at the street level. Additionally, by reducing the paved area of parking along Williams Street from over 70' to less than 50' wide, we more successfully create the "woonerf" ambiance that the town's Design Framework Principals envisioned for William's Street where pedestrians share the street with vehicles within an animated street scape. You can also see that we are activating the secondary edge of Williams Street with another access to whisky tasting that could be employed during the Saturday Markets and the "loading dock" is surfaced with pavers so it may double as a public patio as well. This is all accomplished while still providing the increased 23' width of the William's St ROW which we feel should be finished with pavers to emphasize its pedestrian nature.

RDC ARCHITECTURE

Box 819, MINTURN, CO 81645-0819

c 760.937.2600

July 7, 2024

We hope you can see that we have tried to create a building that is more in scale to the site and adjacent buildings, and which more closely aligns with the town's design intentions for a pedestrian friendly environment than what could be built on the site if another developer wished to maximize the building's floor area. As with the William's Street frontage, we are using a one-story massing along Nelson Street to open views from Main Street to the hill beyond with the Minturn Water Tank. We also provide bike parking, a stone bench and public patio at the Nelson/Main corner along with planting beds at all street frontages. Our site plan illustrates how bulb-outs along Main Street could animate street corners throughout Minturn, but we understand those interventions would require CDOT involvement and so are just a suggestion at this point.

In net, we feel that our proposal for a variance from this onerous rear setback, which is only very selectively applied to just three lots in town, will provide for a much safer and more enjoyable relationship of the building to pedestrians than current code provides. Moreover, we hope you recognize it is actually a more successful example of the design intent of Minturn for these pedestrian friendly streets.

Thank you again for your time and consideration of our proposal.

All the best,

Robert Creasy (CO license #3063320)





RDC ARCHITECTURE

ROBERT D CREASY ARCHITECTURE
PO BOX 819 - 105 WILLIAMS STREET
MINTURN, CO 81645-0819
MB: 760.937.2600 (Robert)
robert@rdcarch.com

STRUCTURAL ENGINEER

SURVEYOR
PEAK LAND SURVEYING, INC.
1000 Lion's Ridge Loop
Vail, CO 81657
970.476.8644

GEO/SOILS ENGINEER - SPECIAL INSPECTION SERVICES
Not Applicable

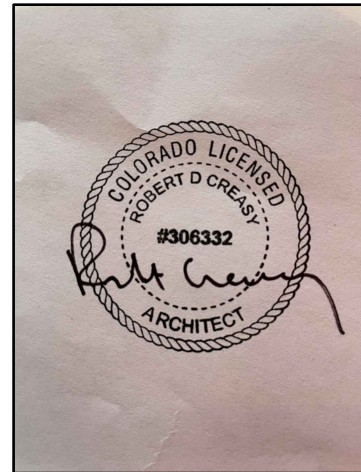
GENERAL CONTRACTOR

MINTURN WHISKY COMPANY

PARCELS # 2103-263-002 & 003
161 MAIN ST / 161 NELSON
MINTURN, CO 81645

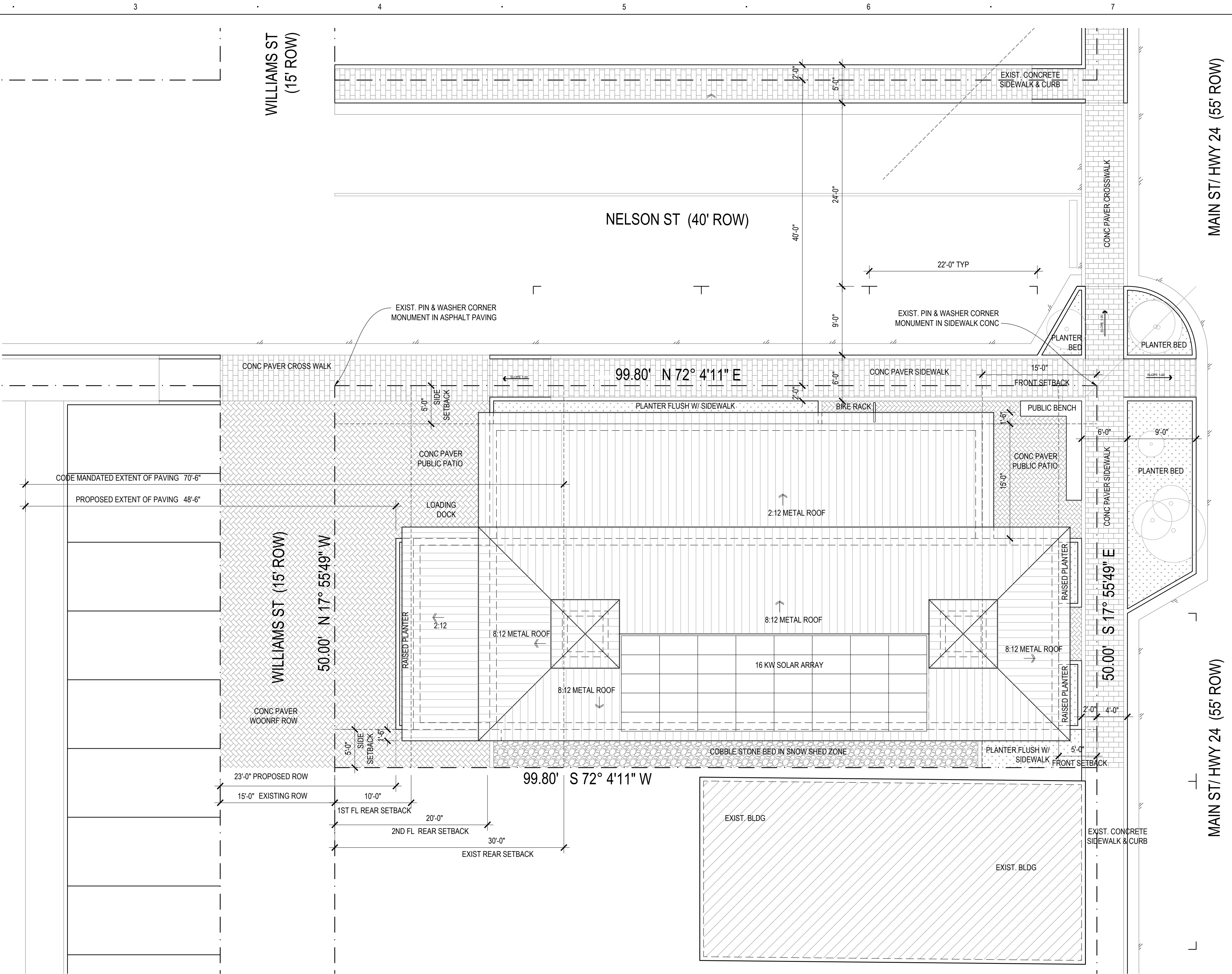
OWNER:
STEFANIE & SPENCE NEUBAUER

stef@erwhisky.com & spence@erwhisky.com
MB: 603.770.8756



VARIANCE APPLICATION JULY 10, 2024
DATE: NOT FOR CONSTRUCTION
PROJECT #: 2410

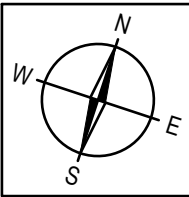
SITE & ROOF PLAN SITE - UTILITY NOTES VICINITY PLAN L101



E3

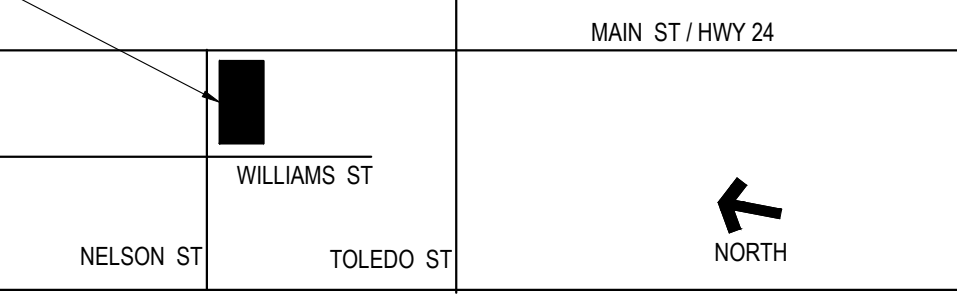
SITE - PLOT- ROOF PLAN

L100



LOT SIZE: 4990 SF
BUILDING COVERAGE : 3092 SF (62%)
IMPERVIOUS SURFACE : 4401 SF (88.2%)

PROJECT SITE



F5

VICINITY PLAN - MINTURN, CO

L100

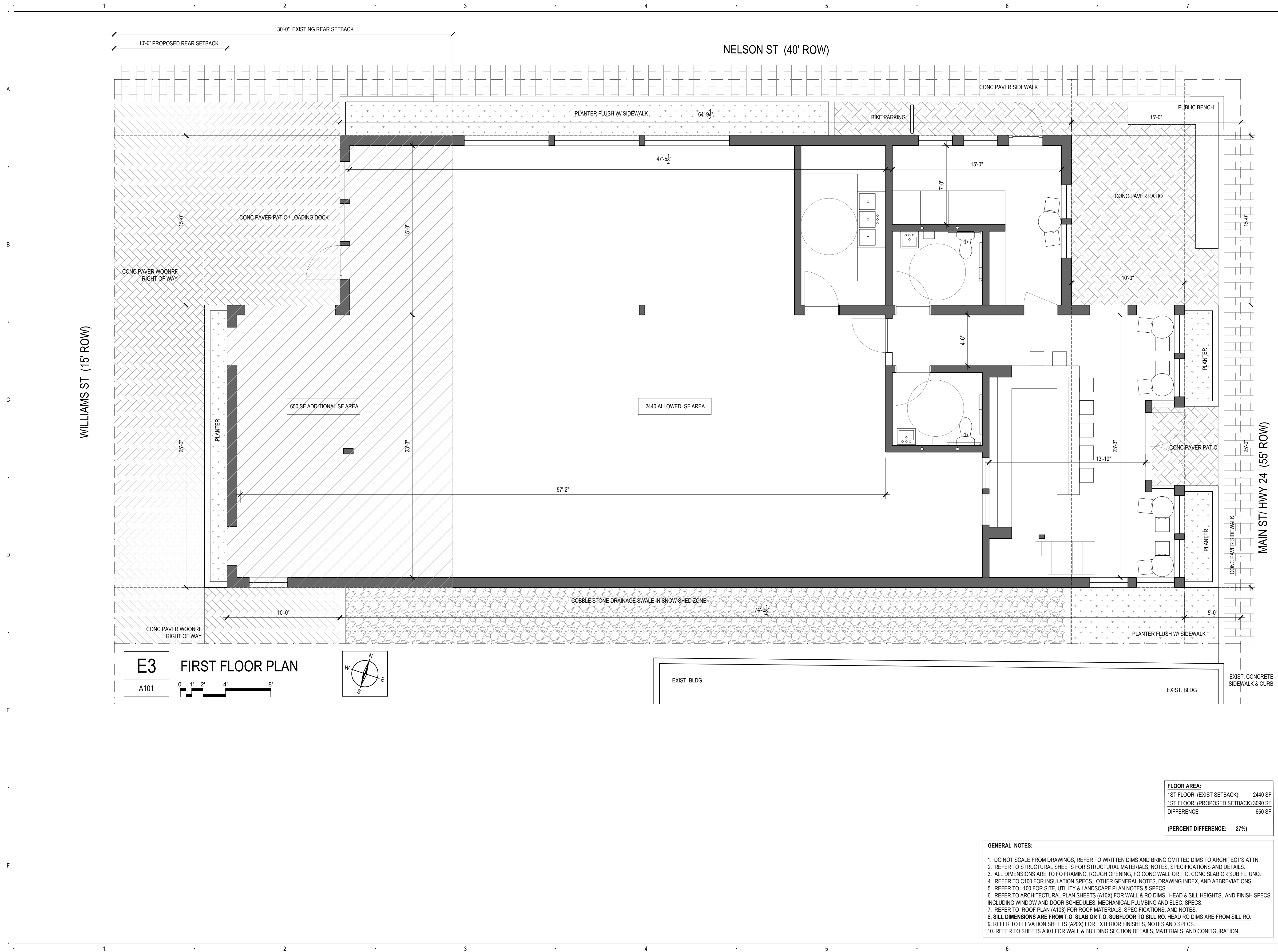
NO SCALE

GROUND SURFACE TREATMENTS BEYOND PROPERTY
LINES ARE A SUGGESTION OF WHAT COULD BE DONE
TO HELP CREATE A WOONERF STREET SCAPE

SITE PLAN IS BASED ON PEAK LAND SURVEYING, INC.
SURVEY DATED 11/16/2023 JOB # 2062.5

GENERAL NOTES:

- DO NOT SCALE FROM DRAWINGS. REFER TO WRITTEN DIMS AND BRING OMITTED DIMS TO ARCHITECT'S ATTN.
- REFER TO STRUCTURAL SHEETS FOR STRUCTURAL MATERIALS, NOTES, SPECIFICATIONS AND DETAILS.
- ALL DIMENSIONS ARE TO FO FRAMING, ROUGH OPENING, FO CONC WALL OR T.O. CONC SLAB OR SUB FL. UNO.
- REFER TO C100 FOR INSULATION SPECS, OTHER GENERAL NOTES, DRAWING INDEX, AND ABBREVIATIONS.
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- REFER TO ROOF PLAN (A10X) FOR ROOF MATERIALS, SPECIFICATIONS, AND NOTES.
- SILL DIMENSIONS ARE FROM T.O. SLAB OR T.O. SUBFL OR TO SILL RO. HEAD RO DIMS ARE FROM SILL RO.
- REFER TO ELEVATION SHEETS (A20X) FOR EXTERIOR FINISHES, NOTES AND SPECS.
- REFER TO SHEETS A301 FOR WALL & BUILDING SECTION DETAILS, MATERIALS, AND CONFIGURATION.



RDC ARCHITECTURE

ROBERT D CREASY ARCHITECTURE
PO BOX 819 - 105 WILLIAMS STREET
MINTURN, CO 81645-0819
MB: 760.937.2600 (Robert)
robert@rdcarch.com

STRUCTURAL ENGINEER

SURVEYOR
PEAK LAND SURVEYING, INC.
1000 Lion's Ridge Loop
Vail, CO 81657
970.476.8644

GEO/SOILS ENGINEER - SPECIAL INSPECTION SERVICES
Not Applicable

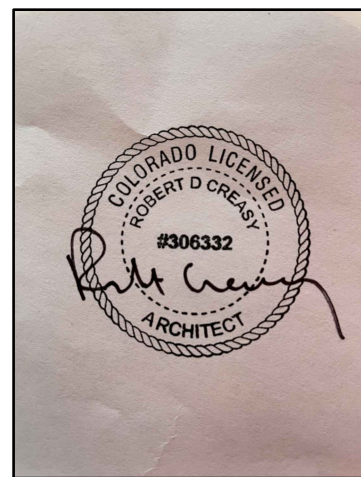
GENERAL CONTRACTOR

MINTURN WHISKY COMPANY

PARCEL # 2103-263-002 & 003
161 MAIN ST
MINTURN, CO 81645

OWNER:
STEFANIE & SPENCE NEUBAUER

stef@erwhisky.com & spence@erwhisky.com
MB: 603.770.8756



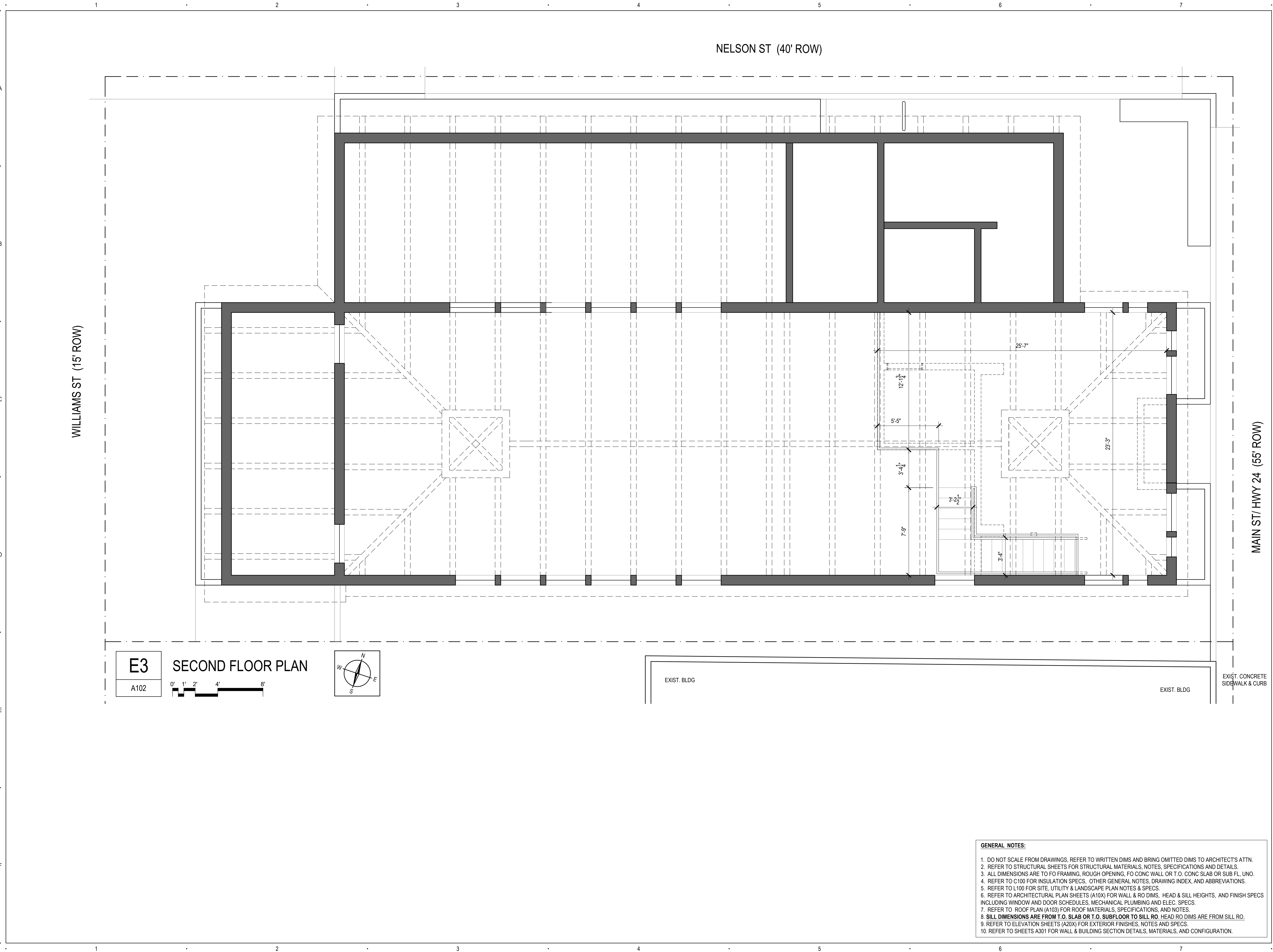
VARIANCE APPLICATION JULY 1, 2024

DATE: NOT FOR CONSTRUCTION

PROJECT #: 2410

FIRST FLOOR PLAN NOTES & SPECIFICATIONS

A101



RDC ARCHITECTURE

ROBERT D CREASY ARCHITECTURE
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MINTURN, CO 81645-0819
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robert@rdcarch.com

STRUCTURAL ENGINEER

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GEO/SOILS ENGINEER - SPECIAL INSPECTION SERVICES
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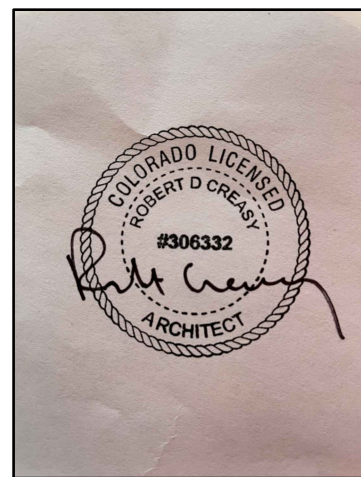
GENERAL CONTRACTOR

MINTURN WHISKY COMPANY

PARCEL # 2103-263-002 & 003
161 MAIN ST
MINTURN, CO 81645

OWNER:
STEFANIE & SPENCE NEUBAUER

stef@erwhisky.com & spence@erwhisky.com
MB: 603.770.8756



VARIANCE APPLICATION JULY 1, 2024
DATE: NOT FOR CONSTRUCTION
PROJECT #: 2410

SECOND FLOOR PLAN NOTES & SPECIFICATIONS

A102

- GENERAL NOTES:**
1. DO NOT SCALE FROM DRAWINGS. REFER TO WRITTEN DIMS AND BRING OMITTED DIMS TO ARCHITECT'S ATTN.
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 7. REFER TO ROOF PLAN (A103) FOR ROOF MATERIALS, SPECIFICATIONS, AND NOTES.
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RDC ARCHITECTURE

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PO BOX 819 - 105 WILLIAMS STREET
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robert@rdcarch.com

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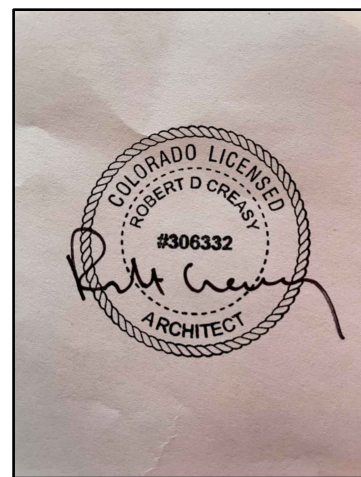
GENERAL CONTRACTOR

MINTURN WHISKY COMPANY

PARCEL # 2103-263-002 & 003
161 MAIN ST
MINTURN, CO 81645

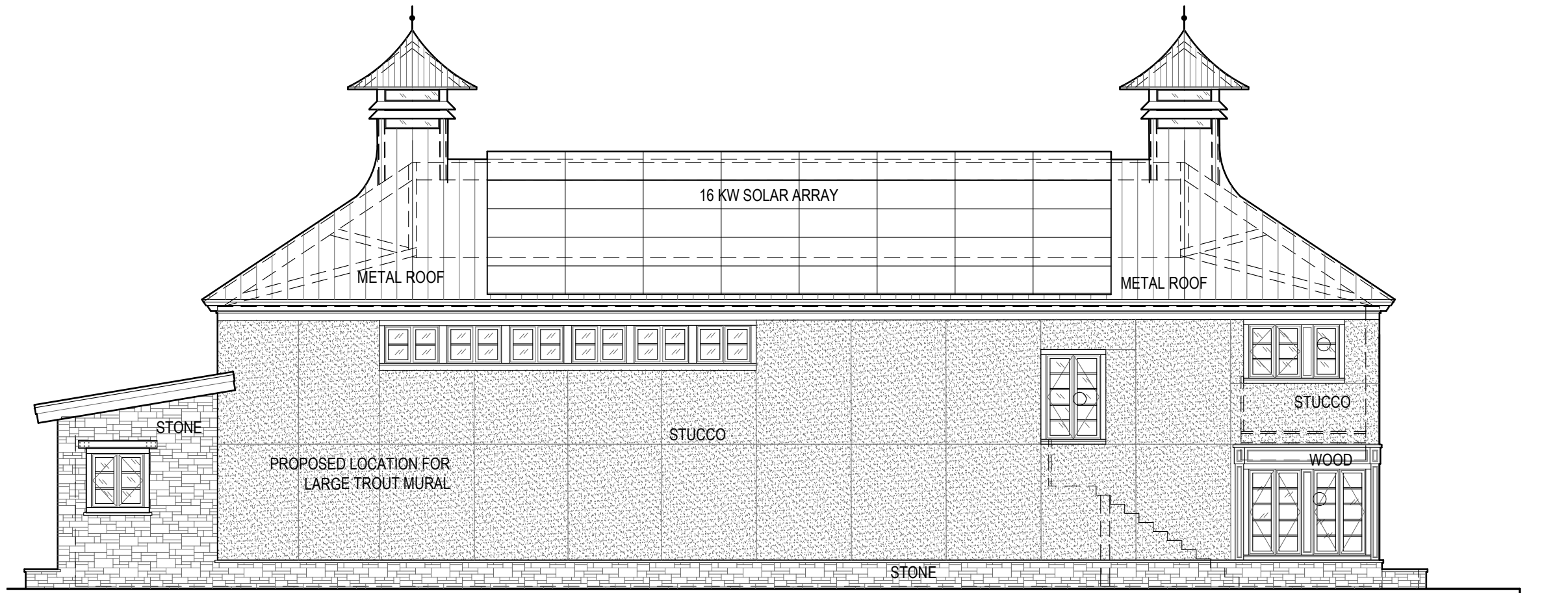
OWNER:
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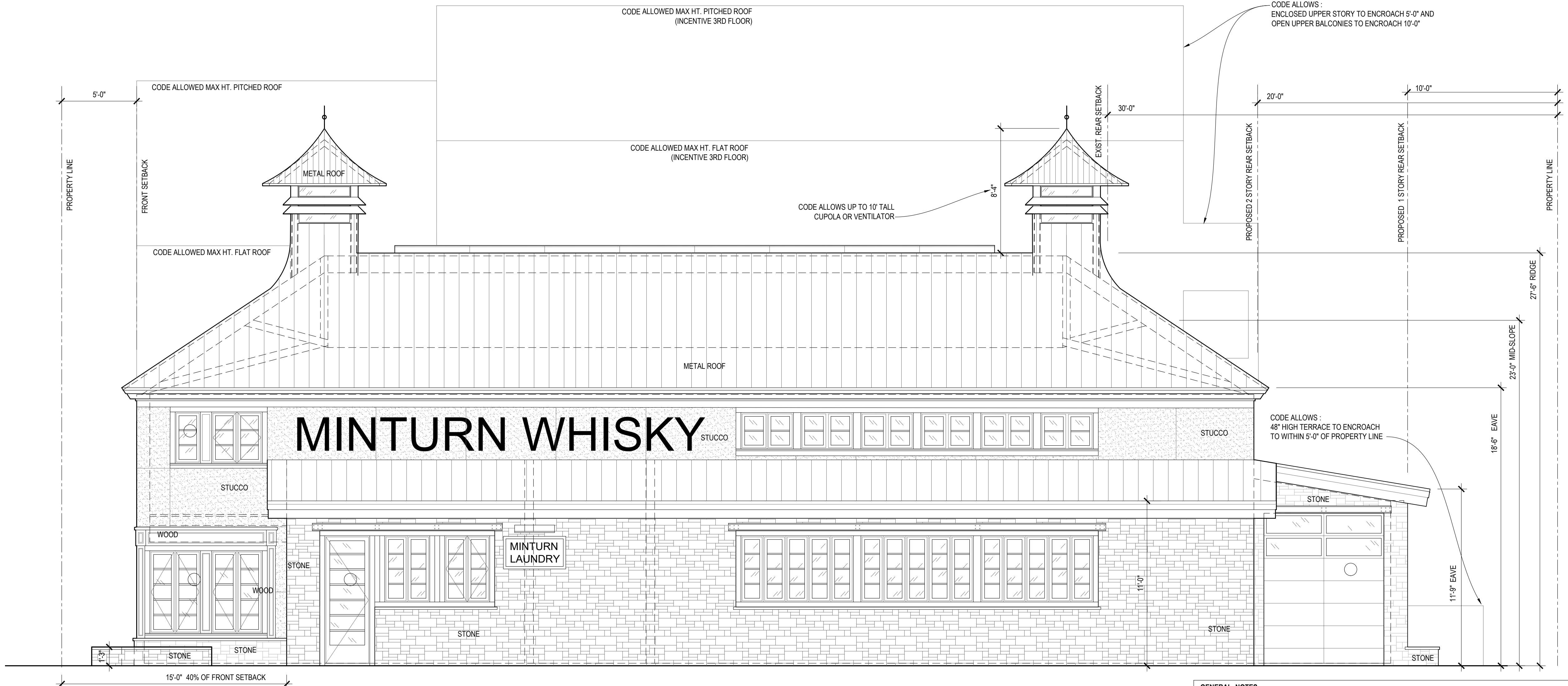
VARIANCE APPLICATION JULY 1, 2024
DATE: NOT FOR CONSTRUCTION
PROJECT #: 2410

NORTH ELEVATION
NELSON STREET
NOTES & SPECIFICATONS
A201



B4 SOUTH ELEVATION

A201 0' 2' 4' 8' 16'



F2 NORTH ELEVATION

A201 0' 1' 2' 4' 8'

GENERAL NOTES:

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ROBERT D CREASY ARCHITECTURE
PO BOX 819 - 105 WILLIAMS STREET
MINTURN, CO 81645-0819
MB: 760.937.2600 (Robert)
robert@rdcarch.com

STRUCTURAL ENGINEER

SURVEYOR
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1000 Lion's Ridge Loop
Vail, CO 81657
970.476.8644

GEO/SOILS ENGINEER - SPECIAL INSPECTION SERVICES
Not Applicable

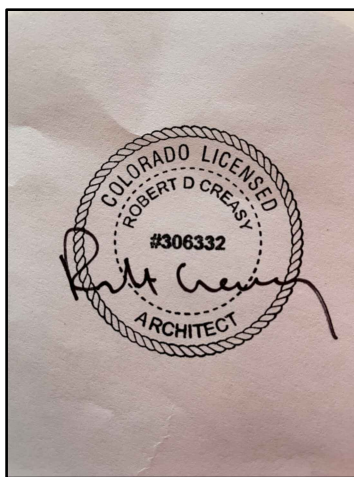
GENERAL CONTRACTOR

MINTURN WHISKY COMPANY

PARCEL # 2103-263-002 & 003
161 MAIN ST
MINTURN, CO 81645

OWNER:
STEFANIE & SPENCE NEUBAUER

stef@erwhisky.com & spence@erwhisky.com
MB: 603.770.8756



VARIANCE APPLICATION JULY 1, 2024
DATE: NOT FOR CONSTRUCTION
PROJECT #: 2410

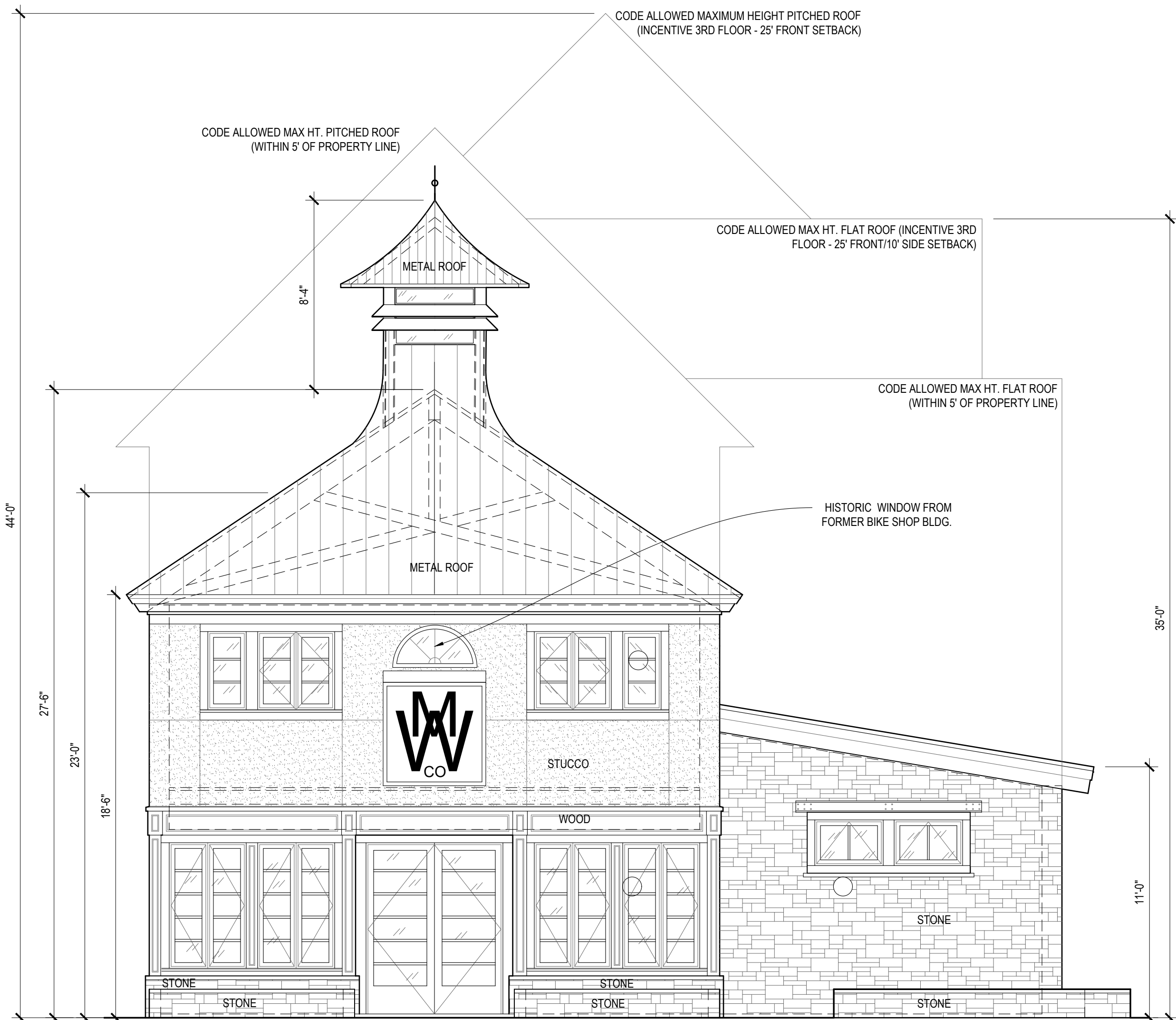
EAST ELEV - MAIN ST
WEST ELEV - WILLIAMS ST
NOTES & SPECIFICATONS
A202



F1

WEST ELEVATION - WILLIAMS STREET

A202



F5

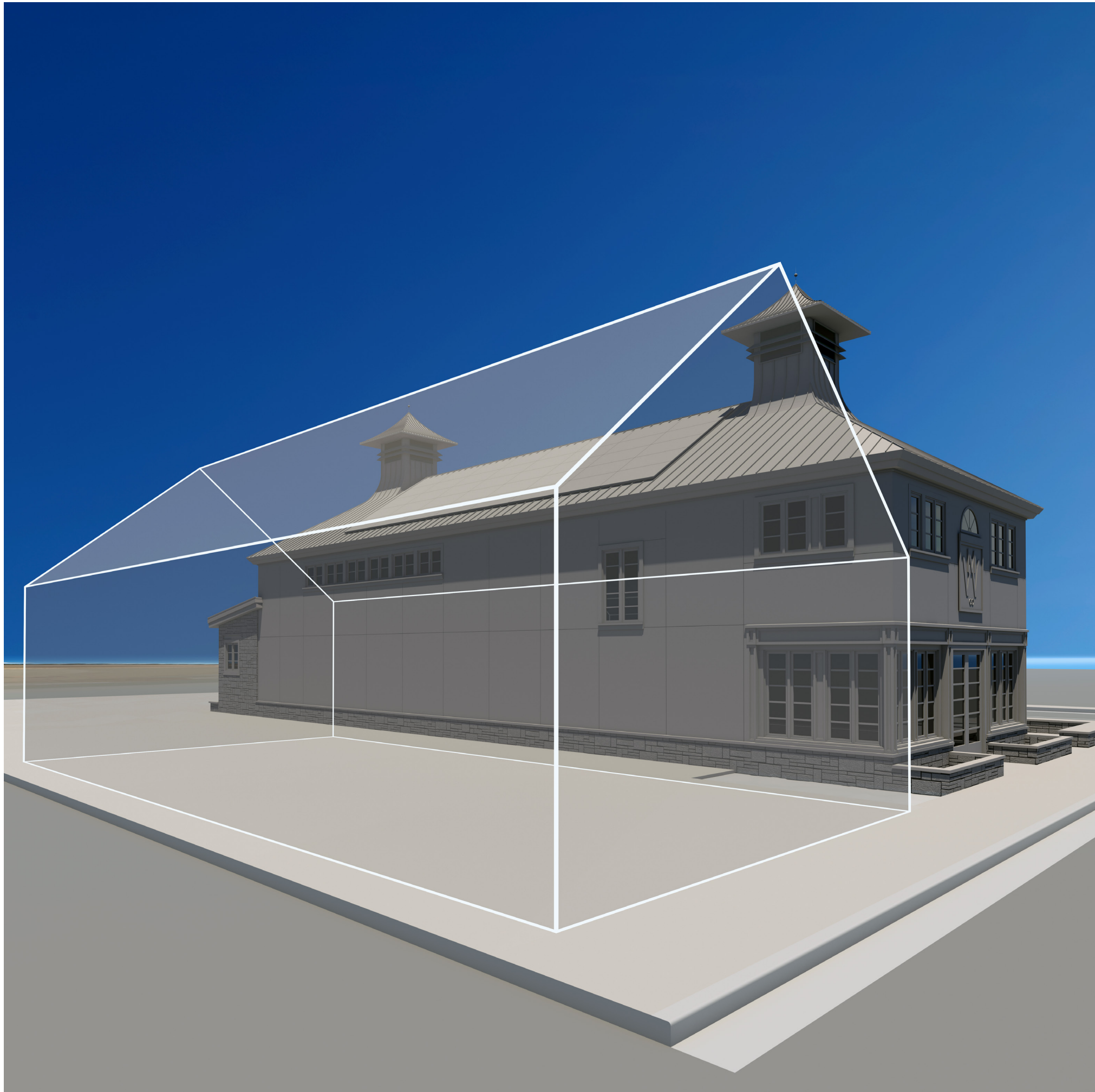
EAST ELEVATION - MAIN STREET

A202

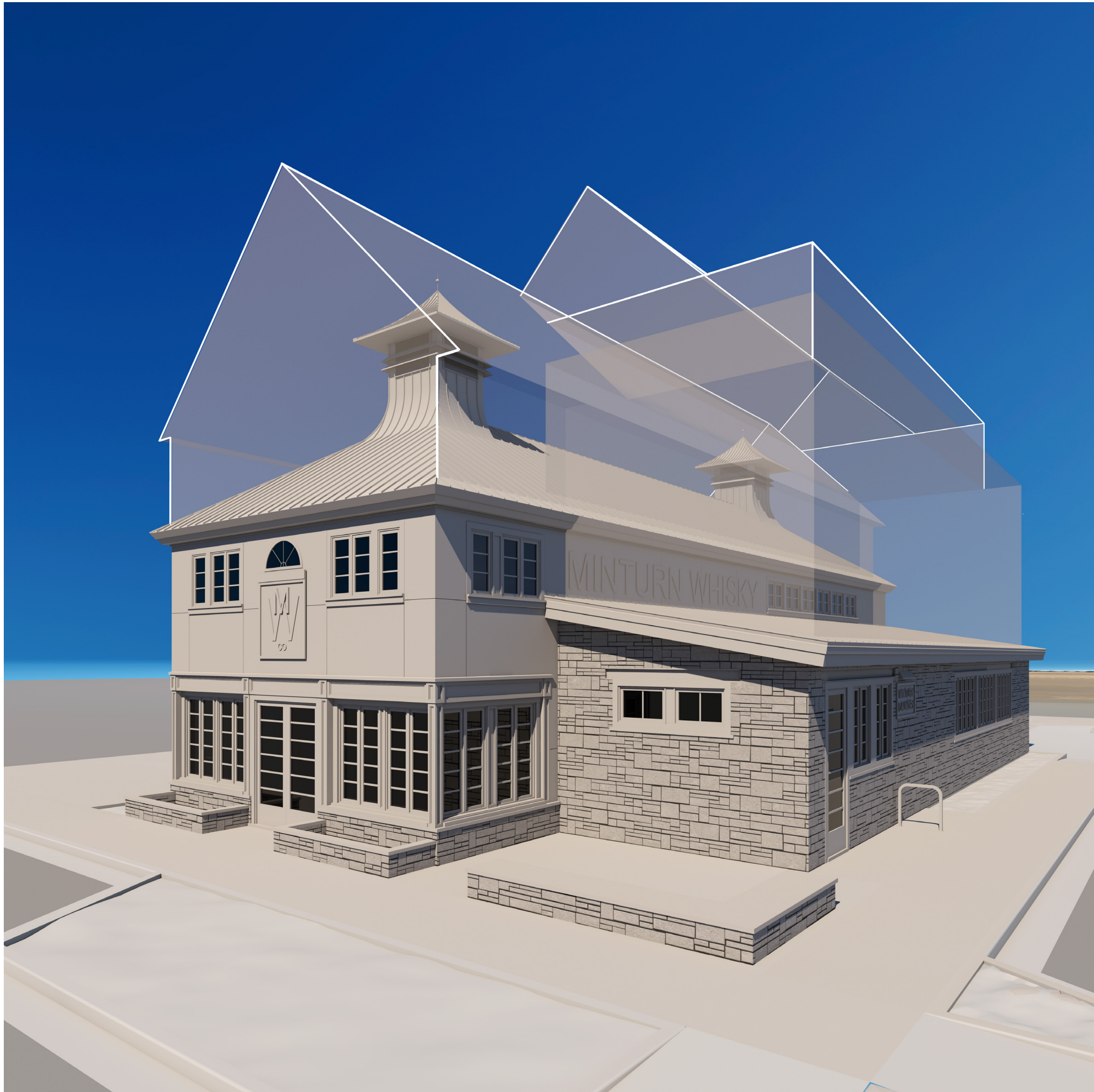


GENERAL NOTES:

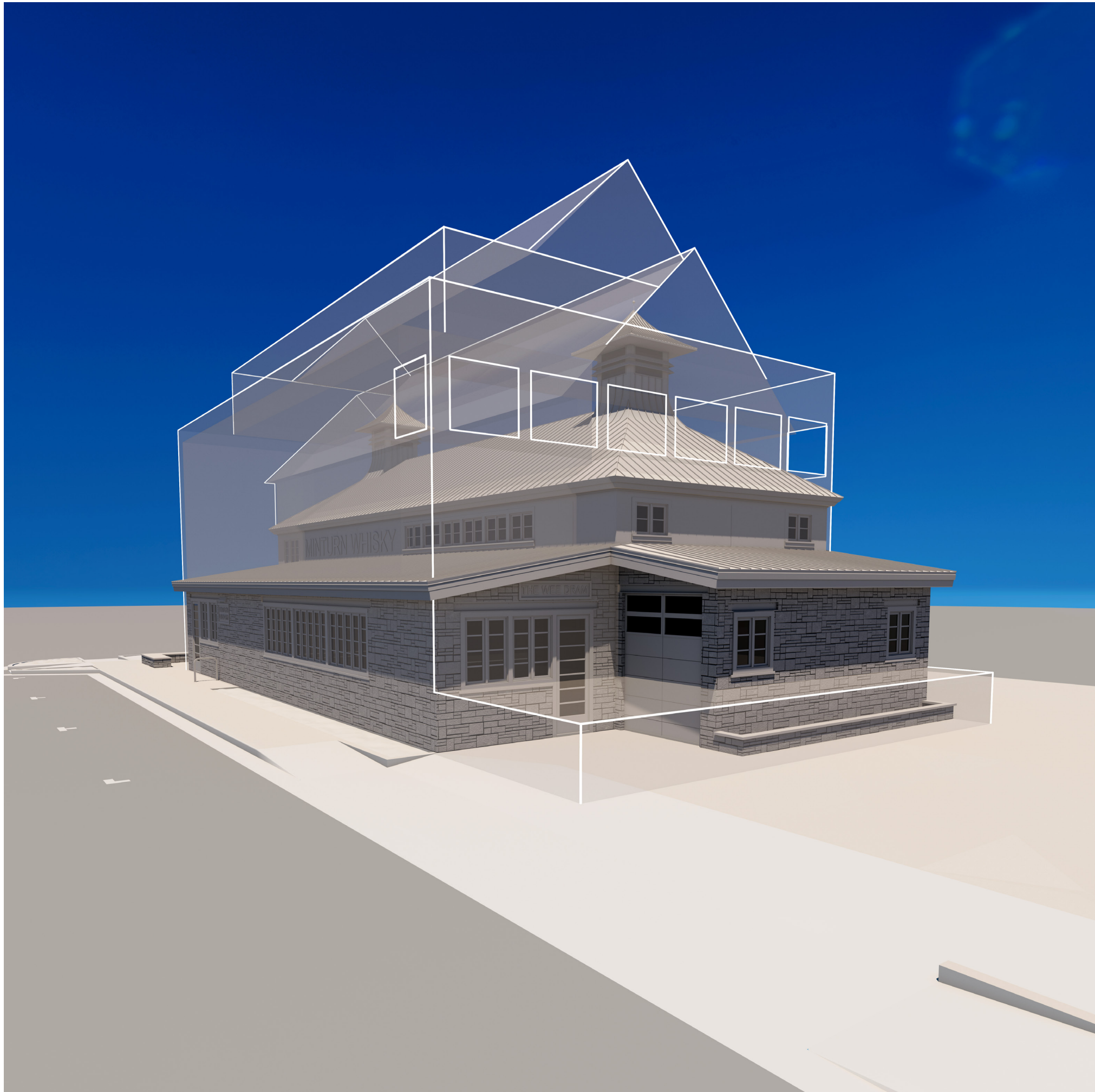
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10. REFER TO SHEETS A301 FOR WALL & BUILDING SECTION DETAILS, MATERIALS, AND CONFIGURATION.















Madison Harris

From: Ashley Saunders <akamensaunders@gmail.com>
Sent: Thursday, August 22, 2024 3:17 PM
To: Madison Harris
Subject: Support for 161 Main Street Variance

Hi Madison,

Hope all is well. My name is Ashley Saunders and I am a Minturn resident living at 440 Eagle River Street. I wanted to reach out to express my support for the proposed 161 Main Street variance application.

Thank you for your consideration.

Ashley Saunders
440 Eagle River Street
M: 303-818-7490

Madison Harris

From: Justin Ross <justinross01@gmail.com>
Sent: Thursday, August 22, 2024 10:45 PM
To: Madison Harris
Subject: Note re: 161 Main Variance

Hey there, Madison.

Just writing to express my support for the 161 Main variance application. Please feel free to reach out if you have any questions (248.408.1171). Thanks so much.

Justin Ross
1141 Main Street

Madison Harris

From: Brady Schlichting <bradyschlichting@gmail.com>
Sent: Friday, August 23, 2024 3:38 PM
To: Madison Harris
Subject: 161 Main Variance

Hello,

My name is Brady Schlichting, and I own Evoke Outdoors, the bike shop at 102 Main St. I've heard a little about the variance at 161 Main St and I'm for it, if it can help the business, I'm all about it. The owner is a Minturn local and all he wants is the best for the town.

Thanks,

Brady Schlichting
Evoke Outdoors
970-306-5427

FRANK G SANDERS JR.
PO BOX 245
MINTURN CO. 81645-0876
08-27-2024

Dear Commissioners.

I am writing to express my opposition to the granting of the variance request of Eagle River Whisky Company at 161 Main ST. This is not something the downtown will benefit from. It really doesn't fit in with the other business in the area and I am opposed to it being built.

Sincerely,

A handwritten signature in black ink that reads "Frank G. Sanders". The signature is written in a cursive, slightly slanted style.

Frank G. Sanders

"HAWKEYE" FLAHERTY
PO BOX 876
MINTURN CO. 81645-0876
08-26-2024

Town of Minturn
Planning and Zoning Commission
Minturn Co. 81645

Dear Madams and Sirs et al.

I am writing to express my opposition to the granting of the variance request of Eagle River Whisky Company at 161 Main ST. The town just spent hundreds of thousands of dollar updating the Town Community Plan to create standards for the lot's and buildings and a vision on what the downtown area was to be and look like. Now the first developer to submit a proposal can't live within the new guidelines and wants to develop their lot to their needs and their own vision of what the area needs to look like. They need to adhere to the new regulations.

I am also curious as to why they are requesting a variance for a use that is not allowed in the mixed use zone of downtown. Distilling whiskey is a manufacturing process and light manufacturing is not allowed in that zone.

Lastly please consider that a distillery is an environment and fire disaster just waiting to happen. Please review the attached information sheet on the potential environmental damage a distillery can cause.

Sincerely,

"Hawkeye" Flaherty

Environmental Damage Caused By A Whiskey Distillery

Section 12, ItemB.

Distilleries can cause environmental damage in a number of ways, including:

Wastewater

Distilleries produce large amounts of wastewater, also known as distillery stillage that contains high levels of organic matter, nitrogen compounds, and other pollutants. This wastewater can be dark brown in color, have a low pH, and be high in temperature and salinity. When discharged into water bodies, it can reduce sunlight penetration, which can harm aquatic life by reducing oxygenation and photosynthetic activity. It can also contain endocrine disruptors and other substances that can inhibit seed germination and deplete vegetation.

Ethanol

Distilleries can release large amounts of ethanol, which is flammable and can degrade quickly in the environment. Ethanol spills can deplete dissolved oxygen in surface water, which can kill fish. They can also create "whiskey fungus", which looks like black mold and can blanket buildings and trees downwind of distilleries.

Carbon footprint

Alcohol production has a carbon footprint that includes energy consumption, distillation techniques, raw ingredients, packaging, shipping, and labor standards. According to the Beverage Industry Environmental Roundtable (BIER), a 750-milliliter bottle of liquor produces 6.5 pounds of carbon dioxide, with most of that coming from the distillation process and glass packaging.

Madison Harris

From: GRO <gorerangeortho@mail.com>
Sent: Friday, August 23, 2024 6:50 PM
To: Madison Harris
Subject: 161 main variance

Hello Madison,

Myself and my wife Lindsey would like to express our support for the 161 Main st variance. We currently reside on 261 Main street.

Thank you
Sean Adams

Tel#[970-367-6250](tel:970-367-6250)

Fax# [970-465-7404](tel:970-465-7404)

This email communication may contain information that is confidential and/or privileged. If you are not the intended recipient or if this communication should not have been made available to you, then please do not read this communication and immediately advise me, by reply e-mail, and delete this message and any attachments or contents without retaining a copy in any form

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 51 – SERIES 2024**

**A RESOLUTION APPROVING LAND USE APPLICATION
VARIANCE 2024-01 FOR 161 MAIN STREET AND 161 NELSON AVENUE**

WHEREAS, on or about July 11, 2024 Stefanie and Spence Neubauer (hereinafter, the “Applicants”) properly applied for the review of a variance from the rear setback standards pursuant to the Minturn Municipal Code (hereinafter, the “Code”), Section 16-21-690, Variances; and,

WHEREAS, the Applicants request relief from the strict interpretation of Section 16-2-40 of the Code to allow the reduction of the rear setback from thirty feet (30’) to ten feet (10’) for the first floor of the building measured to a fourteen foot (14’) eave height and a reduction of the setback from thirty feet (30’) to twenty feet (20’) for the second floor of the building measured to a twenty foot (20’) eave height on two lots located within the Old Town Character Area 100 Block A Zone District; and,

WHEREAS, public notice was properly given pursuant to the Code, Section 16-21-610, Public Notice, for a public hearing held by the Town of Minturn Planning Commission (hereinafter, the “Commission”) on August 28, 2024 to consider the variance request; and,

WHEREAS, at their regular meeting of August 28, 2024, the Commission acted to recommend approval with conditions of the variance request to the Minturn Town Council;

WHEREAS, at the regular meeting on September 3, 2024, the Minturn Town Council (hereinafter, the “Council”) acting as the Zoning Board of Appeals, held a public hearing on the variance application and to consider the Commission’s recommendation, pursuant to the Code, Section 16-21-690(e); and,

WHEREAS, the Council is commissioned with certain powers and duties contained in the Minturn Municipal Code Section 16-21-30; and,

WHEREAS, at the regular meeting on September 3, 2024, the Council, acting as the Zoning Board of Appeals, voted to confirm the action of the Commission; and,

WHEREAS, pursuant to the Minturn Municipal Code Section 16-1-20, the most appropriate use of the subject property is allowed via the granting of a variance; and,

WHEREAS, pursuant to Minturn Municipal Code Section 16-21-690(d), Findings Required, the Council makes the following findings:

- (1) There are exceptional or extraordinary circumstances or conditions applicable to the site of the variance that do not apply generally to other properties in the same zone;

- (2) The exceptional or extraordinary circumstances of the site create a situation in which the strict, literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of this Chapter;
- (3) That the granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity and will not result in substantial impairment to the purposes of this Chapter.
- (4) There is no substantial impairment to the public that would result from the granting of the variance.

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

THAT, the variance application for 161 Main Street and 161 Nelson Avenue, MACKEDON & RATHBURNS Subdivision, Block C, Lots 1 and 2, File No. VAR 2024-01, for relief from the rear setback from thirty feet (30') to ten feet (10') for the first floor of the building measured to a fourteen foot (14') eave height and relief from the rear setback from thirty feet (30') to twenty feet (20') for the second floor of the building measured to a twenty foot (20') eave height, be approved with the following conditions:

1. The Applicants shall apply for and successfully complete a formal Design Review Board application; and
2. The Applicants shall apply for and successfully complete a Conditional Use Permit application; and
3. The Applicants shall apply for and successfully complete an administrative subdivision process to eliminate the common lot line between the two lots and to combine the lots into one lot.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED THIS 3rd DAY OF SEPTEMBER, 2024.

TOWN OF MINTURN, COLORADO:

By: _____
Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk



To: Town Council
From: Madison Harris
Date: August 30, 2024
Agenda Item: Ordinance 20 - Series 2024 An Ordinance Amending Chapter 16 - Zoning and Chapter 19 – Historic Preservation of the MMC

REQUEST:

Review and make a decision to approve, approve with modifications, or deny Ordinance 20 - Series 2024 An Ordinance Amending Chapter 16 - Zoning and Chapter 19 - Historic Preservation of the MMC.

INTRODUCTION:

The Town Council and HPC conducted a joint session on July 17, 2024 to discuss options to help give property owners certainty concerning historic preservation.

ANALYSIS:

At the June 5, 2024 meeting Council discussed balancing historic preservation, economic feasibility, and the utilization of property, particularly in the Town's downtown, commercial generating area. In response to this a work session was scheduled at the July 17, 2024 meeting.

During the work session staff brought forth nine different ideas for Council to discuss and give direction on. Staff was directed to bring back an ordinance addressing Options 1-7:

1. Option 1: Eliminate the requirement for two sets of design review guidelines
2. Option 2: Eliminating potentially redundant approval requirements
3. Option 3: Allow for historically designated structures in the downtown corridor to have the immediate ability to function as short term rentals on all floors
4. Option 4: Encourage historic preservation reinvestment as part of the Downtown Development Authority Operations Plan
5. Option 5: Require a minimum of two nominators for a structure to be nominated for historic designation
6. Option 6: Create a process whereby property owners can determine if their structure would be historically designated without necessarily "supporting" such a designation
7. Option 7: Allow residential in the Downtown Character Area on the back 50% ground floor of historically designated commercial buildings to create live/work opportunities

When discussed at HPC, they forwarded a recommendation of approval with the following changes:

- Amend the definition for alteration and the historic designation process to allow for the selection of facades (not to exceed 50% of the exterior of the structure) to be prioritized to remain the same and trigger the Certificate of Appropriateness process even if 50% of the structure is not affected.

- To add a visual example to the definition of alteration.
- To amend the intent statement of Sec. 16-6-35 - 100 Block Commercial Zones subsection (b) to add lodging as a use at the street level.
- To amend the *** clause at the end of the Old Town Character Area Use Table to specify 50% of the “proposed ground floor area”

When discussed at Planning Commission, the Planning Commission forwarded a recommendation of approval with the following changes:

- Remove Option 3: Allow for historically designated structures in the downtown corridor to have the immediate ability to function as short term rentals on all floors with the reasoning that this option does not meet the intent of the 2023 Imagine Minturn Community Plan’s guidelines for the 100 Block.

Staff presented this ordinance to the HPC at their August 20, 2024 meeting, to the Planning Commission at their August 28, 2024 meeting, and is presenting this ordinance to the Town Council for final decision. Several of these options, should they be implemented, should provide additional flexibility and stability to individual property owners within the 100 Block and throughout the rest of Town.

COMMUNITY INPUT:

Ongoing.

BUDGET / STAFF IMPACT: TBD

STRATEGIC PLAN ALIGNMENT:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT

ATTACHMENTS:

- Ordinance 20 - Series 2024 An Ordinance Amending Chapter 16 - Zoning and Chapter 19 – Historic Preservation of the MMC
- Public Comment received

From: [Simon Dixon](#)
To: [Michelle Metteer](#)
Cc: [lynnfeiger@gmail.com](#); [Julia Dixon \(juliaandsimondixon@gmail.com\)](#)
Subject: LETTER TO MINTURN COUNCIL
Date: Thursday, August 29, 2024 9:12:11 AM

Dear Michelle - I attended the 7th Aug Council meeting and was particularly interested in the discussions on the Historic Commission's recommendations on two properties in the 100 block and the Core Transit presentation. Unfortunately, the delay owing to the power cut meant I had to leave before I could share some thoughts, hence this letter.

- Historic Buildings - I have been coming to Minturn since 1997, have owned a property (568 Taylor St) since 2008 and have seen many changes to the town - some better, some worse. With regards to preserving the character of Minturn, it seems to me that there is a spectrum of options, ranging from giving developers free rein at one end to not allowing *any* changes to buildings at the other. Hence, some of the options proposed by Town Staff could provide the necessary flexibility that will allow the essential look and feel of downtown Minturn to be preserved whilst still permitting needed investment. If applied to 151 and 155 Main St, this appears to mean that the fronts of the buildings and roof would need to be retained, but that the rear of the lot could be developed to provide accommodation - surely an acceptable compromise. People love living in and visiting Minturn because it is an attractive, sometimes quirky, historic mountain town, and not purpose-built like Avon or Edwards or Vail. However, the people who live here also need amenities and essential stores that they can walk to. It is possible to maintain the charming look and feel of Minturn, whilst developing behind the facades, as has been done in many towns and cities here and abroad.
- Core Transit - As both the Council and Core want to increase ridership to/from Minturn, I wonder if the following suggestion has merit: When Minturn North is completed, there will be many more potential riders. If a footbridge was constructed over the river into the Meadow Mountain Business Park, this would allow easy access to the existing, but currently little-used, bus stop on Highway 24 by the Business Park entrance. This would also have the additional benefit of increasing footfall for the businesses in the area, which many would find welcome. Many current residents on Taylor Street would also be pleased to have this.

I would be grateful if the Council could take these thoughts/suggestions into account when next considering these issues.

Many thanks
 Simon Dixon (568 Taylor St)

Simon Dixon

e-mail: sidixonhome@gmail.com

Mobile: +44 7747 460856

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 20 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO AMENDING CHAPTERS 16 AND 19 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, the Town of Minturn 2023-2025 Strategic Plan (hereinafter the “Strategic Plan”) seeks to “foster the authentic small town character that is Minturn,” and to “Lead Minturn to long-term viability while preserving its unique character and genuine mountain town community,” through specific strategic plan goals and policies;

WHEREAS, the Strategic Plan contains four key strategies for implementation including “Practice fair, transparent and communicative local government,” “Long-term stewardship of the natural beauty and health of Minturn’s environment,” “Sustain and invest in the things that define Minturn as a proud, sturdy mountain town to “Keep Minturn, Minturn,” and “Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn;” and

WHEREAS, the Town Council has adopted Chapter 19 Historic Preservation, Minturn Municipal Code (“MMC”); and

WHEREAS, Sec. 19-1-30. – Intent, MMC, states that the “intention of this Chapter is to create a reasonable balance between private property rights and the public interest in preserving the Town’s unique historic character through the nomination of buildings, structures, sites, objects, and historic districts for preservation;” and

WHEREAS, Sec. 19-2-10. – Creation, MMC, states that “There is hereby established a Historic Preservation Commission, which shall be appointed by the Town Council, and hereinafter referred to as the (“HPC”).

WHEREAS, the HPC recognizes that Chapter 19 does not adequately provide certainty for existing and new property owners; and

WHEREAS, the HPC believes that adding language to provide more certainty will promote the intent of Chapter 19 by creating a reasonable balance between private property rights and the public interest; and

WHEREAS, at their regularly scheduled meeting of August 20, 2024, the HPC considered this ordinance and recommended approval; and

WHEREAS, at their regularly scheduled meeting of August 28, 2024, the Planning Commission considered this ordinance and recommended approval; and

WHEREAS, at their regularly scheduled meeting on September 3, 2024, the Minturn Town Council approved this ordinance on first reading; and

WHEREAS, the HPC, Planning Commission, and Town Council have determined that the text amendments to Chapter 19 of the Minturn Municipal Code as provided herein are necessary and proper.

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

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

SECTION 2. Chapters 16 and 19 of the Minturn Municipal Code are hereby amended to read as follows, with additions shown in double underlined text and language to be deleted shown as ~~strike through~~ text. Sections of Chapters 16 and 19 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

CHAPTER 16 – Zoning

ARTICLE 2 – Definitions, Illustrations and Lot Standards

Sec. 16-2-20. – Definitions.

Historic property means a building, structure, site, or object which is designated by the Town Council pursuant to Chapter 19 – Historic Preservation.

* * *

ARTICLE 6 – Old Town Character Area

Sec. 16-6-35. – 100 Block Commercial Zones.

- (a) The 100 Block Commercial Zones are characterized by a compact retail/commercial core area bisected by Highway 24. The area consists of businesses and residences with an identity of the historic commercial core that is distinct from other parts of the community.
- (b) The purpose of this area is to provide convenient commercial services to residents and visitors and to promote the development of the Town's primary retail commercial district. Accommodation of sales tax-generating commercial uses and non-street level residential units can enhance Old Town vitality while maintaining the visual character and scale. Street level space within the 100 Block Commercial Zones shall be dedicated to lodging in historic properties and retail uses. Non-street level space within the 100 Block Commercial Zones may be used for compatible retail, office, and residential uses.
- (c) The 100 Block Commercial Zones should function as a pedestrian shopping corridor. Buildings shall orient toward sidewalks and pedestrian areas with storefront windows and main entrance doors. The scale of buildings both in terms of height and width should encourage transparency, pedestrian engagement, and facilitate pedestrian movement not only along Highway 24 but also between Highway 24, Williams Street and Eagle Street and along all streets in the 100 Block.
- (d) The small town historic main street character will be maintained by keeping in scale with the original plat of twenty-five-foot by one hundred-foot lots and one- to two-story building frontages along Highway 24. Large monolithic buildings and "strip" retail areas

are not allowed. New development in the 100 Block shall follow the standards and guidelines provided in Appendix B which seeks to ensure new structures maintain compatibility with historic structures while bringing new uses to increase vitality.

* * *

Sec. 16-6-70. – Old Town Character Area use table.

The following Table 16-2 sets forth the uses for the Old Town Character Area:

**Table 16-2
Old Town Character Area Use Table**

Use	All Residential Zones	Commercial Zones	100 Block: A	100 Block: B	All Mixed-Use Zones	All Recreation & Open Space Zones	All Federally Regulated Zones	Light Industry and Public Facilities Zone	PUD Holding Zone	Railroad Right-of-Way/Transportation Zone
R – Use by right C – Conditional use L – Limited use N – Not allowed										
Accessory apartments (street level)	L	C	N** * =	N** * =	L	N	—	—	—	—
Accessory apartments (second floor or above)	L	C	R	R	L	N	—	—	—	—
Accessory dwellings (street level)	L	C	N** * =	N** * =	L	N	—	—	—	—
Accessory dwellings (second floor or above)	L	C	R	R	L	N	—	—	—	—
Automotive detail shops	N	C	N	N	C	N	—	—	—	—
Automotive parts sales	N	C	N	N	C	N	—	—	—	—
Bakeries and	N	R	R	R	R	N	—	—	—	—

confectioneries										
Banks and financial institutions	N	R	N	N	R	N	—	—	—	—
Barbershops	N	R	R	R	R	N	—	—	—	—
Beauty Shops	N	R	R	R	R	N	—	—	—	—
Business and office services	N	R	C	C	R	N	—	—	—	—
Car washes	N	N	N	N	C	N	—	—	—	—
Cocktail lounges, taverns	N	R	R	R	C	N	—	—	—	—
Club (street level)	N	N	N	N	N	N	—	—	—	—
Club (second floor or above)	N	C	N	N	C	N	—	—	—	—
Commercial accommodations	N	R	R	R	C	N	—	—	—	—
Convenience stores	N	C	N	N	C	N	—	—	—	—
Delicatessens and specialty food stores	N	R	R	R	C	N	—	—	—	—
Drive-thru/up establishments	N	C	N	N	N	N	—	—	—	—
Drugstores and pharmacies	N	R	R	R	R	N	—	—	—	—

Dry cleaners	N	R	N	N	N	N	—	—	—	—
Duplexes (street level)	N	C	$\frac{N^{**}}{*}$	$\frac{N^{**}}{*}$	C	N	—	—	—	—
Duplexes (second floor or above)	N	C	R	R	C	N	—	—	—	—
Garden landscaping supply and seed stores	N	R	N	N	R	N	—	—	—	—
Gas stations	N	N	N	N	C	N	—	—	—	—
Grocery stores	N	R	C	C	C	N	—	—	—	—
Health/medical offices (street level)	N	C	N	N	C	N	—	—	—	—
Health/medical offices (second floor or above)	N	R	R	R	C	N	—	—	—	—
Institutional uses (street level)	N	N	N	N	N	N	—	—	—	—
Institutional uses (second floor or above)	N	C	N	N	C	N	—	—	—	—
Laundries	N	C	N	N	C	N	—	—	—	—
Laundromats	N	R	N	N	C	N	—	—	—	—
Liquor stores	N	R	R	R	C	N	—	—	—	—

Manufacturing, light	N	C	C	C	N	N	—	—	—	—
Multi-family dwellings (street level)	N	C	$\frac{N^{**}}{*}$	$\frac{N^{**}}{*}$	C	N	—	—	—	—
Multi-family dwellings (second floor or above)	N	C	R	R	C	N	—	—	—	—
Pawn shops	N	R	C	C	C	N	—	—	—	—
Photographic studios	N	R	C	C	R	N	—	—	—	—
*Professional activities (street level)	N	R	C	C	C	N	—	—	—	—
Professional activities (second floor or above)	N	R	R	R	R	N	—	—	—	—
*Professional offices, business offices and studios (street level)	N	C	C	C	R	N	—	—	—	—
Professional offices, business offices and studios (second floor or above)	N	R	R	R	R	N	—	—	—	—
Radio and television stores and repair shops	N	R	R	R	R	N	—	—	—	—

Restaurant	N	R	R	R	C	N	—	—	—	—
Single-family residential dwellings	R	C	N	N	R	N	—	—	—	—
Retail stores including: Apparel stores; art supply stores and galleries; bookstores; camera stores and photographic studios; candy stores; chinaware and glassware stores; florists; gift stores; hobby stores; household appliance stores; jewelry stores; leather goods stores; luggage stores; music and record stores; newsstands and tobacco stores; sporting goods stores; stationery stores; toy stores; variety stores; yardage and	N	R	R	R	R	N	—	—	—	—

dry goods stores										
Small appliance repair shops, excluding furniture repair	N	R	C	C	R	N	—	—	—	—
Tailors and dressmakers (street level)	N	R	N	N	R	N	—	—	—	—
Tailors and dressmakers (second floor or above)	N	R	R	R	R	N	—	—	—	—
Theaters	N	R	N	N	C	N	—	—	—	—
Theaters, meeting rooms and convention centers (street level)	N	N	N	N	N	N	—	—	—	—
Theaters, meeting rooms and convention centers (second floor or above)	N	C	N	N	C	N	—	—	—	—
Travel and ticket agencies	N	R	N	N	R	N	—	—	—	—

Refer to BD.2 in Appendix B for Active Use requirements on ground floor.

* Professional activities and offices may be allowed on the street level fronting Williams Street and Eagle River Street in the 100 Block, with conditional approval from Town Council depending on the use and parking demand.

*** Residential is allowed on the back 50% of the proposed ground floor area of historic properties within the 100 Block Zones while meeting all residential parking requirements.

* * *

CHAPTER 19 – Historic Preservation

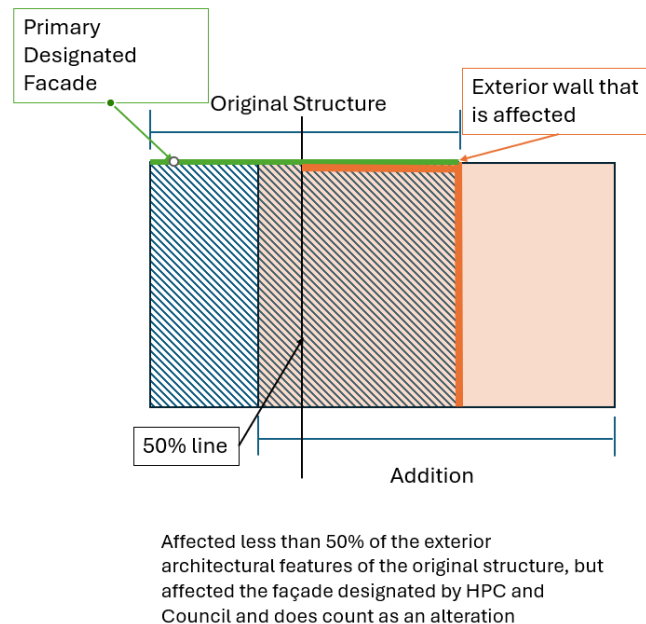
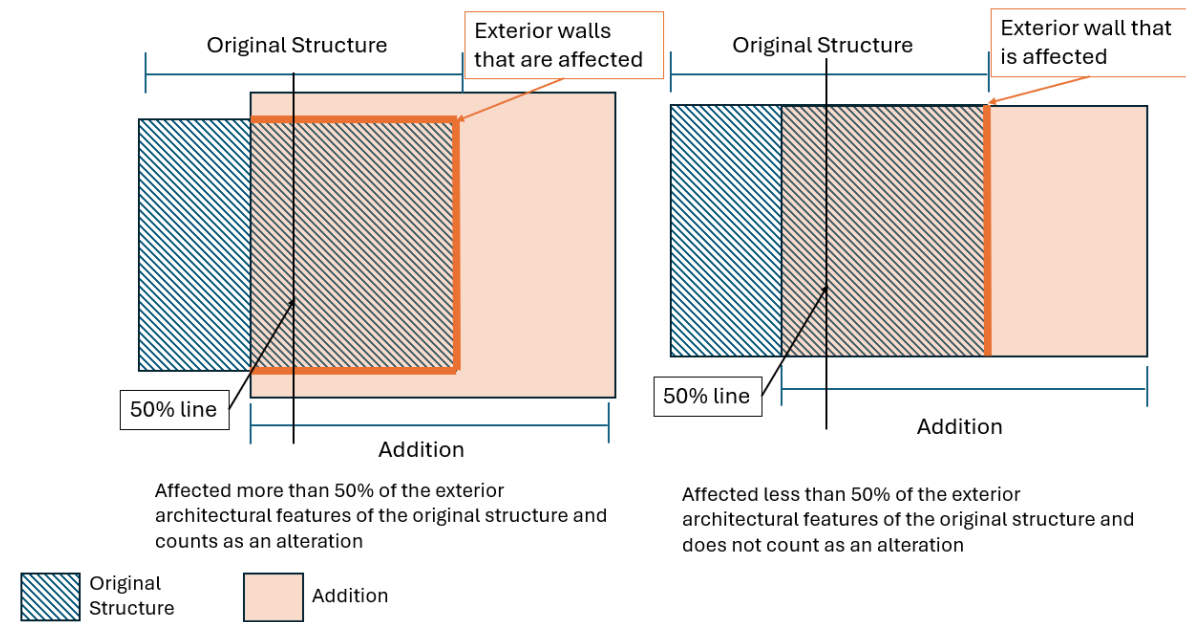
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ARTICLE 1 - General

Sec. 19-1-40. – Definitions.

Alter, alters, or alterations means any act or process that changes ~~one (1) or more of the~~ fifty percent (50%) of the exterior architectural features of a building, structure, site, or object measured by square footage or a primary designated façade as chosen by HPC and Council during the designation process.

Illustrative Example:



* * *

ARTICLE 4 – Designation Procedure**Sec. 19-4-10. – Application for nomination.**

- (a) Applications shall be submitted to the Town of Minturn Planning Department for consideration, on a form provided by HPC.
- (b) An application for nomination for listing in the Town's Historic Register may be made by the owner or owners of the property or properties to be designated or by two or more of the following:
 - (1) ~~By the owner or owners of the property or properties to be designated;~~
 - (2) ~~By a member or members of HPC;~~
 - (3) ~~By a member or members of Town Council; and/or~~
 - (4) By non-owners of the property or properties to be designated, in which case the applicant must be a resident or owner of property in the Town, or have a place of business in the Town.
- (c) Where an application for nomination is submitted by someone other than the property owner or less than all of the property owners in a district nominated for designation, the staff person assigned to HPC pursuant to [Section 19-2-50](#) shall contact the owner or owners of such property or properties nominated for designation in writing, outlining the reasons and effects of listing in the Town's Historic Register, within ten (10) business ~~forty-five (45)~~ days of receipt of a complete application.
- (d) Applications determined incomplete by the Planning Department shall be returned to the applicant within forty-five (45) days of receipt of application, with a request for additional information.

* * *

Sec. 19-4-30. – HPC review.

- (a) HPC shall review the application for conformance with the established criteria for designation and with the purposes of this Article.
- (b) HPC shall recommend:
 - (1) Approval;
 - (2) Approval with conditions; or
 - (3) Denial of the application.

HPC shall set forth in writing the basis of its recommendation.
- (c) If HPC recommends approval of an application or approval of an application with conditions, HPC shall forward the application with a copy of its report and findings, as well as a recommendation of which façade(s), not to exceed 50% of the exterior architectural features, should be prioritized to remain as is, to the Town Council within thirty (30) days of determination.
- (d) If HPC recommends denial of an application, HPC shall forward the application with a copy of its report and findings to the Town Council within thirty (30) days of determination.
- (e) HPC may issue an order continuing the nomination process if HPC finds that additional information is necessary to make a decision. If the hearing is continued, the time, date, and place of the continuation shall be established and announced to those present when the current session is to be adjourned. In no case can a hearing be continued more than forty-five (45) days without the express consent of the applicant and the owner(s).

* * *

ARTICLE 5 – Alterations to Listed Properties and Historic Districts

Sec. 19-5-30. – Review criteria.

- (a) Compliance with any Historic Preservation Design Guidelines adopted by the Town Council for historic properties and/or contributing properties within historic districts.
- (b) Compliance with Appendix B – Minturn Design Standards and Guidelines as long as the alterations are keeping with the general character of the historic property ~~the Secretary of the Interior's Standards for the Treatment of Historic Properties, including the Standards for Rehabilitation.~~

* * *

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 3rd DAY OF SEPTEMBER, 2024. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 18th DAY OF SEPTEMBER, 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 18th DAY OF SEPTEMBER, 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

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
 Eric Rippeth
 Darell Wegert

Memorandum

Date: August 16, 2024
 To: Minturn Town Council
 From: Scot Hunn, Consulting Planning Director
 Re: Ordinance No. 19, Series 2024 Exterior Lighting Regulations

Ordinance No. 19, Series 2024 is being presented to the Town Council as an amendment to the Town's existing exterior lighting regulations, Section 16-17-180 – *Exterior illumination standards*.

Section 16-17-180(f) includes “exemptions” from the Town’s exterior lighting standards (which otherwise prohibit uplighting) for things like illumination of the United States Flag; for holiday or ornamental lighting; and for lighting associated with Town of Minturn events.

The Town recently conducted a town survey wherein respondents expressed support for certain Town led initiatives such as seasonal, aesthetic lighting of the Minturn Water Tank, a historically designated and iconic structure within the Town.

For these reasons, the Town desires to provide professionally designed lighting of the water tank for seasonal celebrations and events.

Therefore, the proposed amendments to the lighting standards aim to clarify that, in addition to Town events, exemptions that may be granted to the Town of Minturn include lighting for “displays.” Such exemptions would be allowable or granted on a “seasonal” or “periodic” basis.

The proposed expansion of the exemption provisions will allow the Town the flexibility to illuminate the water tank on a seasonal, periodic basis for public purposes related to and in conformance with the tank’s historic designation; to enhance community character and celebrate those things that “keep Minturn, Minturn;” for economic development; and to promote the general health, safety, and welfare of the Town.

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 19 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO AMENDING CHAPTER 16, ARTICLE 17 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, the Town of Minturn 2023-2025 Strategic Plan (hereinafter the “Strategic Plan”) seeks to “foster the authentic small town character that is Minturn,” and to “Lead Minturn to long-term viability while preserving its unique character and genuine mountain town community,” through specific strategic plan goals and policies;

WHEREAS, the Strategic Plan contains four key strategies for implementation including “Practice fair, transparent and communicative local government,” “Long-term stewardship of the natural beauty and health of Minturn’s environment,” “Sustain and invest in the things that define Minturn as a proud, sturdy mountain town to “Keep Minturn, Minturn,” and “Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn;” and

WHEREAS, the Strategic Plan contains specific strategies in support of proposed amendments to Chapter 16, Zoning; and

WHEREAS, in 2023, the Town completed a comprehensive update to the 2009 Community Plan (hereinafter “the 2023 Town of Minturn Community Plan”); and

WHEREAS, a key objective of the 2023 Town of Minturn Community Plan is to review and update the Town’s zoning, land use, development and design regulations and standards; and

WHEREAS, Chapter 2, A Thriving 100 Block, of the Community Plan sets forth recommendations to “Celebrate...the Minturn Water Tank...” as a community amenity; and

WHEREAS, the Town seeks to install lighting to illuminate the Water Tank in a manner that is consistent with the purposes of the Town of Minturn Exterior Illumination Standards for seasonal, periodic, and/or temporary periods; and

WHEREAS, the Town Council has directed staff to draft text amendments to Chapter 16 of the Minturn Municipal Code, the Town Land Use Regulations, from time to time, in accordance with the Town’s Strategic Plan and Community Plan; and

WHEREAS, on August 14, 2024, the Minturn Planning Commission considered this ordinance and recommended approval; and

WHEREAS, on August 21, 2024, the Minturn Town Council approved this ordinance on first reading; and

WHEREAS, the Minturn Planning Commission and Town Council have determined that the text amendments to Chapter 16 of the Minturn Municipal Code as provided herein are necessary and proper.

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

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

SECTION 2. Chapter 16 of the Minturn Municipal Code is hereby amended to read as follows, with additions shown in double underlined text and language to be deleted shown as ~~strike through~~ text. Sections of Chapter 16 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

ARTICLE 17 – Supplemental Regulations and Standards

* * *

Sec. 16-17-180. – Exterior Illumination Standards.

(f) Exemptions. The following exterior light fixtures shall be exempt from the regulations contained in this Article:

- (1) Illumination of the United States flag, provided that such lighting does not interfere with the vision of drivers or pedestrians or otherwise create an unsafe condition for the public. No more than two (2) lights per pole are permitted.
- (2) Lights and lighting devices which are part of a Town event, Town display, or public gathering, so long as the event, display, or gathering is of a temporary, seasonal, or periodic nature.
- (3) Holiday/ornamental lighting.
- (4) Construction lighting used for the purpose of illuminating construction work activities, provided that the illumination source is directed internally towards the project site and is turned off each night when work is halted.
- (5) Any light source that is used by an emergency service provider.

* * *

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 21st DAY OF AUGUST 2024. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN

OF MINTURN, COLORADO ON THE 3rd DAY OF SEPTEMBER 2024 AT 5:30 p.m. AT THE
MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON
SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN
FULL ON THE OFFICIAL TOWN WEBSITE THIS 3rd DAY OF SEPTEMBER 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk



FUTURE MEETING AGENDA ITEMS

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

September 18, 2024

- Ord __ - Series 2024 (Second Reading) An Ordinance Amending Chapter 16 – Zoning and Chapter 19 – Historic Preservation
- Discussion/Direction – Taylor St Paving and Right of Way
- Discussion/Direction – Minturn North Parcel C (Town Parcel) Future Uses (Outreach / Communications Overview Only)
- Discussion/Direction - 2025 Preliminary Budget Review
- Discussion/Direction – 2025-27 Minturn Strategic Plan
- Special Presentation – Eagle County Sheriff's Office National Night Out Update

October 2, 2024

- Ordinance __ - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 151 Main Street
- Ordinance __ - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 155 Main Street
- Resolution __ - A Resolution Approving the Updated Town of Minturn Employee Handbook
- 3-Year Railyard Conditional Use Permit Reviews
- Executive Session – Annual Town Manager Review

October 16, 2024

- Ordinance __ - Series 2024 (Second Reading) An Ordinance Amending the Town's Historic Register to Add 151 Main Street
- Ordinance __ - Series 2024 (Second Reading) An Ordinance Amending the Town's Historic Register to Add 155 Main Street
- Discussion/Direction – Night Sky Compliance & Holiday Lighting

Dates to be Determined:

- Discussion/Direction – Wildlife Migration Corridor/Winter Habitat Area and Approved Windows for Construction
- Minturn Forward/Code Rewrite