Agenda

Town Council Regular Meeting | 5:30 PM

Wednesday, July 15, 2026

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/81288063047

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 812 8806 3047

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 minutes for public comment.

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

1. **Call to Order**

2. **Roll Call and Pledge of Allegiance**

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

   A. 07-01-2026 Minutes

   B. Liquor License Renewal - Meatuna LLC, dba The Crazy Chicken

4. **Approval of Regular Agenda**
   Opportunity for amendment or deletions to the agenda.

5. **Declaration of Conflicts of Interest**

6. **Public Comment**
   Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five minutes per person unless arrangements have been made for a presentation with the Town Clerk. Those who

are speaking are requested to state their name and address for the record.

7. Council and Committee Reports

8. Staff Reports

A. Manager's Report

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

A. ERWSD - Siphon Project Update (Jeff Schneider)

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

A. Ordinance No. 07 - Series 2026 (Second Reading) An Ordinance Approving the Final Development Plan for Midtown Village Planned Unit Development

B. Ordinance No. 08 - Series 2026 (Second Reading) An Ordinance Approving the Final Plat for Subdivision for Midtown Village PUD

C. Ordinance No. 09 - Series 2026 (Second Reading) An Ordinance Approving the Rezoning of the Midtown Village PUD Property from South Town Commercial Zone District to Midtown Village PUD Overlay Zone District

D. Resolution No. 36 - Series 2026 A Resolution Approving the Midtown Village PUD Agreement

E. Ordinance No. 10 - Series 2026 (Second Reading), An Ordinance Amending Chapter 1, Article 4, Section 20 and Chapter 8, Article 1, Section 70 (Subsection 3) of the Town of Minturn Municipal Code General Penalty Provision to Conform with State Law

F. Resolution No. 39 - Series 2026, A Resolution Amending the Eagle Valley Transportation Authority Intergovernmental Agreement

G. Resolution No. 40 - Series 2026, Temporary License Agreement Shade Structure

H. Resolution No. 34 - Series 2026, Tennessee Pass Rail Corridor Preservation - Requesting Continuance to the next meeting

11. Discussion / Direction Items

A. Speed Data Presentation / Discussion

12. Future Agenda Items

A. Future Meeting Topics

13. Adjourn

Information Only Items
Upcoming Council Meetings: 8/5, 8/19, 9/2. Special Events: Aug 1st Friday at Sweeney Co.

Official Minutes
Town Council Regular Meeting | 5:30 PM
Wednesday, July 1, 2026
Town Hall / Council Chambers - 302 Pine St Minturn, CO

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Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 854 4931 8232

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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 Eric Gotthelf called the meeting to order at 5:32pm.

2. **Roll Call and Pledge of Allegiance**

   Council present: Mayor Eric Gotthelf, and Town Council Members Gusty Kanakis, Spence Neubauer, Lynn Feiger, MacKenzie Hanna and Kate Schifani. Tom Priest was excused absent.

   Staff Members Present: Town Manager Rob Gutierrez, Town Clerk Jay Brunvand, Town Attorney Mike Sawyer, Town Engineer Jeff Spanel (Zoom), Deputy Clerk Cindy Krieg (Zoom), Planning Director Scot Hunn & Planner II Madison Harris.

3. **Approval of Consent Agenda**

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

A. 06-17-2026 Minutes

B. 414 Eagle River Street - Changes to Approved Plans

Motion by Kate S., second by Spence N., to approve the July 1, 2026 Consent Agenda as presented. Motion passed 6-0.

4. Approval of Regular Agenda

Opportunity for amendment or deletions to the agenda.

Addition of Resolution No. 37 – Series 2026

Motion by Gusty K., second by Kate S., to approve the July 1, 2026 Regular Agenda as amended. Motion passed 6-0.

5. Declaration of Conflicts of Interest

Spence N. declared a conflict of interest with regard to the Midtown Village agenda items, as they have a business relationship (

6. Public Comment

Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five 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.

No Public Comment.

7. Council and Committee Reports

Eric G. reminded the community to please not set off any fireworks for the Independence Day Holiday, due to the extreme fire danger.

8. Staff Reports

A. Manager's Report

Council Meeting Follow Up

Minturn Road Bridge Emergency Repairs

- Hallmark Inc. has successfully removed the broken concrete sections that were hanging below the bridge. The pieces were lifted out and did not enter the water.
- The contractor is continuing to remove dirt and debris from the top of the abandoned concrete arch.
- Once the dirt and debris are removed, the contractor will remove the remaining side walls of the abandoned structure.
- A structural engineer observed the bridge after the broken concrete was removed and determined that the remaining concrete arch appears structurally stable at this time.

- The remaining arch may be left in place temporarily, but future removal will likely be necessary because the concrete will continue to deteriorate over time.
- Staff, Intermountain Engineering, and the structural engineer will continue to monitor the condition of the remaining arch as the work proceeds.

Town Engineer Jeff Spanel gave a brief update on this project. This project went quickly, and the immediate safety issue has been dealt with. However, the remaining arch – while currently stable, is still a concern and is going to need to come down within the next 2 years. He noted that if we do this now with the existing contractor already mobilized, the cost would be approximately $148K. If we do it in the spring, that would go up to approximately $184K, and if we wait any longer that cost will continue to go up.
The engineering recommendation is to remove it now.

Rob G. noted that there is some capital spending savings that can be reallocated to this.

Mike S. reiterated that the full scope of the project was already approved, so a new motion is not needed. Council gave direction to proceed with this additional work. Jeff S. will follow up right away to get this scheduled and completed quickly. It was discussed that it would be best to start this work on Monday, 7/6 after the holiday weekend. Some welding and other work that doesn't require a road closure could begin immediately, but work requiring a closure should wait until after the holiday weekend.

Speeding Concerns on Pine/Boulder

- Staff are evaluating several options to reduce vehicle speeds on Pine Street and Boulder Street, including both short-term and longer-term measures.
- Staff completed an initial speed study on the 500 block of Pine Street from April 2 through April 8. That study recorded 175 total vehicles, an average daily traffic volume of approximately 25 to 28 vehicles, an average speed of 14.76 mph, and an 85th percentile speed of 18 mph. The highest recorded speed of 30 mph occurred during the study period.
- Staff continue to collect and track speed data in the Pine/Boulder area to better understand traffic patterns and determine whether additional traffic-calming measures are warranted.
- Staff are planning to bring this issue to Town Council for further discussion at a July meeting.

Community Concerns about ECSO ALPRs on Main Street

- Concerns have been raised by several residents about the two ALPRs (automatic license plate readers) installed along utility poles within town limits by the ECSO (Eagle County Scheriff's Office).
- Staff have scheduled a meeting with ECSO for information regarding the ALPRs including how they are operated and return to Council for discussion on this and the renewal of the ECSO police services contract this summer.

Xcel Energy Reliability Issues

- Concerns were raised at the June 17th Town Council meeting by several residents and Council Members about the increasing number of electrical system blackout's and overall electric grid unreliability being experienced by the town.

- Staff have reached out to Xcel's Area Manager Blair McGeary and are working to schedule a meeting to discuss potential options to improve grid reliability for Minturn customers.
- Staff will return to Council for further discussion and direction at a future meeting.

Current Capital Projects

New Water Treatment Plant (WTP)

Design/Review Status: Design review by CDPHE has been completed and approved. Local design review and exterior color selection has been completed. The building permit was issued by the Town on June 24.

Construction Status: JHL Constructors started on-site mobilization on June 15. Construction trailers, civil work equipment, and construction site supplies have been delivered to the site.

Construction Administration Contract: Town Council approved the construction administration contract with HDR/SWS at the June 17 meeting. The contract was in the form of an amendment to HDR's existing design contract with the town. The amendment was reviewed by the Town Attorney and then executed by staff on June 24.

Special Inspections and Testing: The Town has obtained two quotes for special inspection services during construction and those will be reviewed by the Town Council at the July 1 meeting.

Town Hall 2-Bedroom Apartment Reconstruction

Status: Work is underway to reconstruct the former Town Hall apartment space for residential use. The apartment entry door has been relocated back into the residence entry area, restoring separation from the Town Hall secure office area. Demolition of the former office improvements has been completed, including removal of the office wall, storage cabinets, restroom fixtures, and carpeting. Work is now underway on the new shower, bathroom vanity area, and rough plumbing for the kitchen.

Taylor Avenue Repaving Project

Status: Paving is expected to be completed by Friday, June 26. One speed table is being installed as part of the project. At this time, there are no unresolved driveway-related issues. The project scope has also been expanded to include the installation of asphalt millings along the northwest parking area of Taylor Street to improve surface conditions.

US 24 Pedestrian Improvement Project Phase II

Status: Relocation of the natural gas main line along US 24 by Xcel Energy's subcontractor Miers Group has been completed. The town's sidewalk construction contractor, Phoenix Ltd., will start mobilization for project construction on July 13.

Main Street Streetlighting Project

Status: Staff have retained an electrical engineer to begin preparing electrical plans for new streetlights and related electrical upgrades to support Town events and improve public facilities. The project planning area has been expanded to include Main Street from the 100 block through the 300 block, as well as First Street, Williams Street, Nelson Avenue, Toledo Avenue, and Eagle Street. The current planning approach is to design the necessary transformers, panels, and

electrical infrastructure to support the full project buildout, while allowing the Town to phase installation of streetlights and power pedestals over time as funding and project priorities allow.

Bellm Bridge Replacement

Funding Status: The Town has secured $4,000,000 through CDOT's Off-System Bridge Grant Program. Staff also submitted the project to Congressman Neguse's office for consideration for Congressionally Directed Spending and is moving through the approval process in Congress.

Bridge Design Status: The Town's bridge design consultant, S.E.H., is currently working through utility locating and geotechnical analysis. S.E.H. has also coordinated with Eagle County and CDOT regarding floodplain considerations and bridge design requirements. S.E.H. is preparing a preliminary bridge design report, which will provide Council with information on the structural and aesthetic direction of the bridge design.

Existing Bridge Status: CDOT's Off-System Bridge inspection contractor, Stantec, is expected to inspect the existing bridge in the coming weeks. Staff will provide Council with an update on the status and condition of the existing bridge following that inspection.

Little Beach Park Playground

Status: The new playground equipment is in the process of being ordered, and the project is expected to include replacement playground equipment and improvements to the picnic area. Staff are still confirming the final project schedule; however, playground equipment typically has a 6–8 week lead time. Based on the current anticipated schedule, site preparation may begin in late July or early August, with installation expected in late August or early September.

Long-Range Capital Projects & Grant Work

First–Williams–Nelson Infrastructure Improvements Project

Status: Staff discussed this project with Town Council at the April 1 meeting and are continuing to evaluate potential scope and feasibility.

Primary Driver: The project is being explored because there is a non-compliant water service line beneath First Street that currently serves multiple properties and will require extensive excavation to replace.

Potential Improvements: In addition to water line replacement, staff are evaluating related improvements including street repairs and repaving, creation of a public plaza/flex space on First Street, new power infrastructure to support events, and installation of conduit for future telecommunications and fiber infrastructure.

Coordination: Staff are also in discussion with Xcel Energy regarding the potential to underground electric lines in this area.

Timing: At this time, staff expect this would be a summer 2027 project at the earliest.

Cemetery Road & Bridge FLAP Grant

Status: Staff are preparing an application to the Federal Lands Access Program Grant for a future Cemetery Road and Bridge improvement project. The grant helps states and local governments improve and maintain public access roads and infrastructure that serve Federal

lands. Staff believe the program could be used to fund a reconstruction of Cemetery Road, potentially including a sidewalk/trail, and complete deferred maintenance on Cemetery Bridge.

Next Steps: Staff will seek Council approval and provide additional details of the grant program at the July 15 meeting.

Other Projects

Eagle Park Restrooms

Status: Staff are evaluating options for replacing the decorative exterior wood on the Eagle Park restrooms, which has experienced significant deterioration and rot.

Replacement Options: Staff are working with the original restroom manufacturer to identify potential replacement materials that are more durable and better suited for long-term exterior use.

Year-Round Use: Staff are also evaluating the feasibility of heating the restroom structures during cold weather so the facilities can potentially remain operational year-round.

Highlands Parcels

Background: The Town acquired approximately **55 acres** west of **U.S. Highway 24** through a settlement with the former Battle Mountain developer.

Status: The parcels are now **listed on the MLS** as part of the Town's strategy to help offset water treatment plant costs.

Minturn USFS Shooting Range

Background: At the November 19, 2025, Town Council meeting, Council directed staff to explore options for Town management of the Minturn Shooting Range to address long-standing concerns related to safety, noise, and environmental impacts. The shooting range is located on federal land south of the Minturn Bike Park.

Status: Staff have continued coordinating with the U.S. Forest Service (USFS) regarding the process for Town management and operation of the range. The Town has submitted a Colorado Parks and Wildlife grant application for Phase 1 improvements focused on access, safety, site organization, and basic range management infrastructure.

Next Steps: Staff are working with the USFS to develop a Special Use Permit application that would allow the Town to formally operate and manage the range. Additional federal review and permitting will likely be required before certain physical improvements can move forward.

Policy & Planning Initiatives

Minturn Forward Land Use Code Update

Status: Town staff and our consultant, along with the Planning Commission, have reviewed a large chunk of Article 1: General Provisions. This is the last article that needs to be finished before the definitions article. The definitions article will be the last section of the code update to be addressed.

Minturn Impact Fee Study

Background: Staff issued an RFP in November 2025 for a comprehensive impact fee study.

Status: Staff are putting the impact fee study on pause to conduct a limited asset inventory and capital improvement planning process. This step is necessary to gather additional data on Town assets and capital needs before proceeding with the study.

Next Steps: Staff will coordinate with BBC Research & Consulting on the revised project timeline and will return to Council with additional information as the inventory and CIP work progresses.

Housing Affordability and Neighborhood Stability

Status: Staff presented information on housing affordability and current regional efforts to explore the formation of a housing authority at the June 17 Town Council meeting. Staff is preparing a follow-up policy brief outlining the Town's current positions and priorities for future regional discussions. Staff is also coordinating with regional partners to schedule working group meetings and continue evaluating potential regional housing strategies.

Temporary & Mobile Business Pilot Program

Status: Town Council approved the Temporary & Mobile Business Pilot Program on February 4, authorizing mobile and modular business licensing on Town-owned property through October 31, 2026. Staff have issued two licenses under the program, and both businesses are now operating. No complaints have been received.

Downtown Redevelopment Code Evaluation – First/Williams/Nelson Area

Status: Staff are identifying a follow-on planning effort related to the First–Williams–Nelson Infrastructure Improvements Project.

Purpose: The goal will be to evaluate whether current development regulations are creating barriers to redevelopment in the west side of the 100 block as the Town considers major infrastructure investment in the area.

Potential Focus: Building height, parking requirements, and other standards affecting redevelopment on small, constrained lots.

Next Steps: After the current land use code update is complete, staff will develop a process for review with the DDA, Planning Commission, and Town Council, and evaluate whether outside consultant support would be beneficial.

Public Works

Weekly Report (June 15 to June 21)

Operations: Public Works completed routine utility locates, daily Water Treatment Plant operations, trash and dog waste station servicing, Eagle River Park restroom maintenance, weekly mowing and grounds maintenance, irrigation system testing and repairs, seasonal water meter coordination, and general cleanup and organization of the Public Works maintenance shop.

Town Cleanup and Seasonal Maintenance: Staff completed Town Clean-Up Day operations, including setup and removal of traffic control devices, safety cones, and equipment; hauled and disposed of excess tires that could not be accommodated in the roll-off dumpster; removed and stored event-related materials; and supported cleanup activities following the event. Staff also

replaced damaged Town flagpoles on the 100 Block after high wind events, removed a fallen tree along Highway 24 near the Bone Yard, removed planter boxes from the Community Garden, and assisted with Minturn Market Wi-Fi extender installation.

Repairs and Improvements: Staff cleaned and maintained Eagle River Park restrooms, tested and adjusted irrigation at Eagle River Park and the 100 Block, replaced several sprinkler heads, activated irrigation at the Minturn Fitness Center, and coordinated water service equipment for 1010 Cross Creek. Public Works also excavated and prepared the foundation area for the Meyer's Barn project, placed and compacted approximately 15 cubic yards of ¾-inch road base, and provided temporary electrical power for concrete forming operations.

Water System Infrastructure: Public Works assisted and monitored JSS Excavation during replacement of the fire hydrant across from 2084 Main Street, including traffic control, bedding, backfill, and compaction. During excavation, staff identified significant corrosion and pitting on the existing 8-inch metallic water main due to historic mine tailings and "hot soil" conditions. Staff recommend evaluating this segment for replacement in conjunction with the next valve replacement project near the Minturn Fitness Center/VSSA within the next two years.

Project Coordination: Public Works supported coordination on the Taylor Street Improvement Project, including monitoring driveway, concrete, asphalt, and paving preparations; distributing parking restriction notices to residents; and coordinating driveway elevations, valley pan grades, drainage concerns, and approach transitions at 436 and 442 Taylor Street. Staff also coordinated with Intermountain Engineering, JHL Constructors, JSS Excavation, Schofield Excavation, Cross Country Freight, Wagner Equipment, Aspen Sauna and Cold Plunge, and project contractors regarding utility locating, temporary power, road base delivery, cold patch delivery, and project access.

Equipment and Fleet: Staff completed routine preventative maintenance on loaders, the mini excavator, and skid steer equipment, and monitored Wagner Equipment's 500-hour preventative maintenance service on the Caterpillar 938M loader and IT38H integrated tool carrier.

Safety: All work was completed safely and efficiently. No injuries, accidents, or safety incidents were reported during the reporting period. Town Clean-Up Day operations were also completed safely, with temporary staff performing duties professionally and supporting the overall success.

9. Special Presentations

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

No Special Presentations

10. Business Items

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

A. Resolution No. 37 – Series 2026, A Resolution authorizing the Town Manager, in consultation with the Town Attorney, to negotiate and execute a construction project with Rocky Mountain Recreation, Inc. for the Little Beach Playground and picnic area improvements, in an amount not to exceed $425,000.

Town Council had recently approved for Town Staff to select Rocky Mountain Recreation as the playground vendor, but the contract had not been finalized until now. This authorizes the execution of the final contract and authorizes the funding to be spent.

Motion by Kate S., second by Lynn F., to approve Resolution No. 37, Series 2026 - A Resolution authorizing the Town Manager, in consultation with the Town Attorney, to negotiate and execute a construction project with Rocky Mountain Recreation, Inc. for the Little Beach Playground and picnic area improvements, in an amount not to exceed $425,000. Motion passed 6-0.

A. Resolution No. 33 - Series 2026, A Resolution to Amend and Restate the Town Manager's Employment Agreement

Mike S. noted that the town attorney's office, with feedback from staff and council, recently completed a performance assessment of Town Manager Rob Gutierrez, and as a result of that, are proposing an amended and restated employment agreement, that would accomplish 2 things: one would be to extend his contract term, and the second would be a minor pay increase.

One correction was noted on the Resolution with regard to the previous Town Manager's name still being referenced. This will be corrected.

Motion by Kate S., second by Gusty K., to approve Resolution No. 33 – Series 2026, A Resolution to Amend and Restate the Town Manager's Employment Agreement, with the noted correction. Motion Passed 6-0.

B. Resolution No. 34- Series 2026 Tennessee Pass Rail Corridor Preservation

The Vail Valley Mountain Trails Alliance has requested that the Town consider supporting regional efforts to preserve the Tennessee Pass rail corridor in connection with the proposed Union Pacific/Norfolk Southern merger. VVMTA has identified the merger review as a timely opportunity for the State of Colorado, corridor communities, and regional partners to ask Union Pacific to revisit the Heart of the Rockies Rail to Trail concept.

In 1996, during Union Pacific's merger with Southern Pacific, the State of Colorado and Union Pacific entered into a letter of intent to explore the Heart of the Rockies Rail to Trail concept. That effort resulted in prior feasibility work regarding potential public use of the Tennessee Pass corridor.

Union Pacific is now seeking approval for another major merger, this time with Norfolk Southern. VVMTA has asked local governments to support renewed discussions among Union Pacific, the State of Colorado, corridor counties and municipalities, federal land managers, and community partners regarding the future of the corridor.

Discussion

The Tennessee Pass rail corridor runs through Minturn and has long-term significance for the Town's transportation network, recreation access, public connectivity, economic development, and future community planning. The attached resolution would state the Town's support for preserving the corridor for long-term public benefit and future public use.

The resolution would also direct the Town Manager to communicate the Town's position to Governor Polis's office, relevant state agencies, state and federal representatives, Eagle County, neighboring jurisdictions, Union Pacific, the Surface Transportation Board, and other regional

partners. The resolution further authorizes staff to coordinate with neighboring jurisdictions and VVMTA in support of efforts to preserve the corridor for future public use.

The current working deadline for comments to the Surface Transportation Board is September 25, 2026.

Staff Recommendation

Staff recommends that Town Council consider adoption of the resolution if Council wishes to formally state the Town's support for preservation of the Tennessee Pass rail corridor for future public use.

Gusty K. had brought up whether this might impact our relationship with Union Pacific.

Lynn F. stated that she found the resolution somewhat confusing. She feels the community would be supportive of preserving the corridor for Rails to Trails or a similar use. But if it's for other uses (such as rail use), she would have concerns. The feels the "corridor" term is too vague and should be clarified in more detail regarding potential uses.

Gusty K. also noted that VVMTA stated they were also seeking County approval on this item. We are unsure at this time if the County has provided a response.

Given some of the outstanding questions from council, Rob G. suggested that we take more time to review this and get clarification on items that are unclear.

Direction from Council was to get information about the County direction, and possibly have VVMTA come present and give more explanation. CDOT would also be a stakeholder so the Town may want to have some discussion with them.

This item was not voted on and was continued to the next meeting, to provide more time for information gathering.

C. Resolution No. 35 - Series 2026 Water Treatment Plant Special Inspections Contract

Town Council is asked to consider Resolution No. 35 – Series 2026, selecting a firm to provide materials testing and special inspection services for the Water Treatment Plant project and authorizing the Town Manager to finalize the scope of services and execute an agreement, subject to review by the Town Attorney.

Background:
The Water Treatment Plant project will require materials testing, construction observation, and special inspection services during construction. These services are necessary to support construction quality control, document compliance with applicable project requirements, and provide required inspection and testing documentation during the project.

Staff solicited proposals from three firms and received two proposals. The proposals were submitted by Ground Engineering Consultants, Inc. and Kumar & Associates, Inc. The initial request was based on available project information, including the project schedule, general project information, and schedule of values. Because the Town did not issue a detailed request for proposals or a formal special inspection scope, the two proposals are not directly comparable at this stage.

Ground Engineering submitted an estimated cost of $29,821. Kumar & Associates submitted an estimated budget of $38,700. Both proposals are based on assumptions regarding construction schedule, inspection needs, testing frequency, site visits, and reporting requirements.

Discussion:
Staff is continuing to work with the project team to clarify the required scope of materials testing and special inspection services. This includes confirming the applicable inspection categories, anticipated inspection frequency, testing requirements, reporting requirements, and any final inspection letters or closeout documentation required for the project.

Resolution No. 35 has been drafted to allow Town Council to select a firm while also authorizing the Town Manager to finalize the scope of services and agreement terms before execution. This approach allows the project to continue moving forward while ensuring that the selected firm's final scope is aligned with the project's actual inspection and testing requirements.

Staff is not making a final recommendation at the time of packet publication. Staff expects to provide any additional information or clarification received from the project team prior to or at the Council meeting.

Financial Impact
The two proposals received include estimated costs of $29,821 and $38,700. The final contract amount will depend on the selected firm, confirmed scope of services, actual inspection frequency, testing requirements, and construction schedule. The resolution includes a not-to-exceed amount to be determined by Town Council.

Staff Recommendation
Staff recommends that Town Council review the proposals, discuss the required scope of services, and consider adoption of Resolution No. 35 – Series 2026 selecting a firm to provide materials testing and special inspection services for the Water Treatment Plant project.

Motion by Gusty K., second by Kate S., to approve Resolution No. 35 – Series 2026, A Resolution selecting a firm to provide materials testing and special inspection services for the Water Treatment Plant project and authorizing the Town Manager to finalize the scope of services and execute an agreement, subject to review by the Town Attorney. Motion passed 6-0.

D. Ordinance No. 10 - Series 2026, An Ordinance Amending Chapter 1, Article 4, Section 20 and Chapter 8, Article 1, Section 70 (Subsection 3) of the Town of Minturn Municipal Code General Penalty Provision to Conform with State Law

Late last year, the Colorado Supreme Court held that municipal general penalty provisions authorizing harsher punishments than comparable state offenses are unlawful. In response, municipalities across the state are updating and amending their general penalty provisions to more clearly align with state statutory penalty limits for like offenses.

Attorney Gregory Cowan reiterated what the general penalty code provision is, and further explained the intent of cleaning up our code to align with state law.

Recommended Changes

The proposed ordinance establishes four categories of municipal offenses for organizational and sentencing purposes. These categories align with the requirements set forth in Colorado Senate

Bill 21-271 (Misdemeanor Reform), which the Colorado Supreme Court has directed municipal jurisdictions to follow. The Town's compliance with these requirements is reflected in the proposed amendment to Section 1-4-20 of the Town Code.

In the proposed code amendment, the portion of Section 1-4-20(a) that speaks to the treatment of ongoing violations as separate offenses is preserved under its own subsection, subsection (c). Subsection (d), which allowed for an inflationary adjustment is recommended for removal.

Motion by Lynn F., second by MacKenzie H., to approve Ordinance No. 10 – Series 2026, An Ordinance Amending Chapter 1, Article 4, Section 20 and Chapter 8, Article 1, Section 70 (Subsection 3) of the Town of Minturn Municipal Code General Penalty Provision to Conform with State Law. Motion passed 6-0.

E. Ordinance No. 07 - Series 2026 (First Reading) An Ordinance Approving the Final Development Plan for Midtown Village Planned Unit Development

The Midtown Village PUD is situated on 2.53 acres of land in the 900 Block of the South Town Character Area. The Midtown Village PUD project is considered "infill" due, in part, to the historic zoning and use of the subject property and in relation to surrounding development patterns and land uses, available utilities and public services, and zoning. The approved Preliminary Development Plan includes a total of five development tracts and two residential lots accessed an internal road off of Highway 24. The Final Plan review is a technical and detailed engineering, legal, and survey review of the final details of a proposed development plan, proposed subdivision plats, and associated development agreements. Details related to final plan and phasing documents, which result in cost estimates for all public and sometimes private improvements, establish how and when infrastructure will be constructed and financed. Planning Commission reviewed the Final Subdivision Plat on June 24, 2026, and forwarded a recommendation for approval of that document. The Applicant has worked diligently with Town staff and Town consultants to address the conditions of approval that were attached to both the Preliminary Development Plan and the Preliminary Subdivision Plat. There are a few outstanding issues that staff is working with the Applicant and other stakeholders to address prior to second reading or can be addressed at grading permit. The Applicant has worked closely with Jeff Spanel and Intermountain Engineering, the Town Engineer, to various rounds of comments related to civil engineering drawings and proposed subdivision plat documents. The Town Engineer provided final comments on June 26, 2026, which provide the following direction on what needs to be included in the grading permit application.

- Construction Management Plan Updates needed as part of the Grading Permit.
- CDOT Notice to Proceed needed as part of the Grading Permit.
- CDOT Utility Permit needed as part of the Grading Permit.
- Approved CDPHE Storm Water Discharge Permit needed as part of the Grading Permit
- Site specific grading plans for each building will be needed at time of Building Permit application.

Staff, representatives of the Valley Home Store, the Town Attorney, and the Applicant have been working to finalize the Housing Plan and the associated Covenants and Deed Restriction language. While these documents are close to being completed, they will not be finalized in time for first reading. It is staff's hope to have them finalized in time for second reading. To address this, staff has included a suggested condition. The Applicant has been working closely with the Town Attorney to finalize the Declaration of Covenants for the Homeowner's Association.

While these documents are close to being completed, they will not be finalized in time for first reading. It is staff's hope to have them finalized in time for second reading. To address this, staff has included a suggested condition. Staff is recommending approval of the Midtown Village Final Development Plan for PUD, the Midtown Village PUD Overlay Zoning, and the Midtown Village PUD Subdivision Final Plat, with conditions.

Phase 1 will consist of the infrastructure for the entire lot. Phase 2 will be the first phase of vertical development.

Council Questions:

- MacKenzie H. asked why there was only one access point? Madison H. and Scot H. noted that CDOT limits / tries to consolidate the number of access points to / from Hwy 24 (and CO highways in general). They have access control plans for different sections of state highways, and usually one of their goals is to limit or remove access points as developments come in, which helps them with one of their main goals, which is to move traffic. So the more intersections, the more driveway cuts, the more potentials for slowing down traffic and traffic access. That's the logic.
- Lynn F. inquired if there were enough water taps for the project. Madison H. clarified that they currently have enough water taps to serve through phase 2 of the project (phase 1 is infrastructure). They have 21 taps currently, with the ability to purchase 3 more from the town. So there are enough to do the initial 21 – 24 units.
- Gusty K. inquired about the timeline. They are looking to break ground yet this summer / fall on infrastructure, and to get the road in / curb and gutter, etc. to be ready to develop tracts as the market dictates.
- Kate S. inquired about the sales and allocation process.
  - Mr. Armistead noted that they are not yet selling or marketing the properties. They are waiting until the get a little further along in the project, and are working with the home store to figure out how the deed restrictions will work.

Public Comment Opened. No Public Comment.
Public Comment Closed.

Condition 1: That the applicant shall address the town engineer's comments in the letter dated June 26th 2026, prior to or concurrent with grading permit application.

Condition 2: That the applicant shall work with town staff and representatives from the Valley home store to finalize the housing plan and the associated covenants and deed restrictions prior to issuance of site plan approval of any of the development tracks.

Condition 3: That the applicant shall work with the town attorney to resolve any outstanding comments on the homeowners association declarations prior to the reporting of the final plat.

Motion by Gusty K., second by Kate S., to approve Ordinance No. 07 – Series 2026 (First Reading), An Ordinance Approving the Final Development Plan for Midtown Village Planned Unit Development, with the Conditions Noted. Motion passed 5-0.

F. Ordinance No. 08 - Series 2026 (First Reading) An Ordinance Approving the Final Plat for Subdivision for Midtown Village PUD

The applicant has taken care of all of their conditions of approval from preliminary plat, and did receive a unanimous recommendation of approval from the planning commission. Both planning commission and staff are recommending approval.

Public Comment Opened. No Public Comment.
Public Comment Closed.

Motion by Kate S., second by Lynn F, to approve Ordinance No. 08 - Series 2026 (First Reading) An Ordinance Approving the Final Plat for Subdivision for Midtown Village PUD. Motion passed 5-0.

G. Ordinance No. 09 - Series 2026 (First Reading) An Ordinance Approving the Rezoning of the Midtown Village PUD Property from South Town Commercial Zone District to Midtown Village PUD Overlay Zone District

This was reviewed at Preliminary Plan and Plat. As part of that process, it's required to come back before council for final approval.

MacKenzie H. inquired about the need to re-characterize.

Madison H. noted that a PUD is technically writing it's own zoning, they operate under a specific set of rules that apply specifically just to that property.

Public Comment Opened. No Public Comment.
Public Comment Closed.

Motion by Kate S., second by MacKenzie H., to approve Ordinance No. 09 – Series 2026 (First Reading), An Ordinance Approving the Rezoning of the Midtown Village PUD Property from South Town Commercial Zone District to Midtown Village PUD Overlay Zone District. Motion passed 5-0.

H. Resolution No. 36 - Series 2026 A Resolution Approving the Midtown Village PUD Agreement

Mike S:

Council is not being asked to approve this item at this time. This resolution will be considered at second reading of the Midtown PUD related ordinances at the next meeting.

Mike S. clarified what a PUD agreement is, and highlighted the important pieces of the agreement and how it works. He also clarified the water moratorium details and the deed restriction guidelines.

Motion by Gusty K., second by MacKenzie H., to continue this item to the July 15th meeting. Motion passed 5-0.

11. Discussion / Direction Items

12. Future Agenda Items

A. Future Meeting Topics

Gusty K. brought up discussion / direction to review the current landscaping requirements in our code, and updating to align with the current water restrictions.

Lynn F. inquired about an emergency evacuation plan. Rob G. noted that there is not one specific plan, because it's very situational – there are different zones, and obviously the plan will depend on the location of the fire / emergency. Eagle County Emergency Management is the go-to resource for this. If Council would like, we can ask them to come present at an upcoming meeting.

13. Adjourn

Motion by Kate S., second by Spence N., to adjourn the meeting at 6:48pm.

_____

Eric Gotthelf, Mayor

ATTEST:

_____

Jay Brunvand, Town Clerk

To: Mayor and Council

From: Jay Brunvand

Date: July 15, 2026

Agenda Item: Annual renewal of Hotel and Restaurant Liquor License

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REQUEST:
Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for the MEATUNA llc, dba The Crazy Chicken at 455 Main St.

INTRODUCTION:
This establishment has an existing H&R 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 $125.00.

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 (05/05/25)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

THE CRAZY CHICKEN
PO BOX 2843
Vail CO 81658

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	750.00
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	$ 750

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
MEATUNA LLC

Doing Business As Name (DBA)
THE CRAZY CHICKEN

Liquor License Number [redacted] | License Type: Hotel & Restaurant (city)

Sales Tax License Number [redacted] | Expiration Date: 08/03/2026 | Due Date: 06/19/2026

Business Address

Street Address: 455 MAIN STREET | Phone Number: [redacted]

City, State, ZIP Code: Minturn CO 81645

Mailing Address

Street Address: PO BOX 2843

City, State, ZIP Code: Vail CO 81658

Email: [redacted]

Operating Manager: KYLE FOWLER | Date of Birth: 4/23/84

Home Address

Street Address		Phone Number
1265 N. FRONTAGE RD		[redacted]
City	**State**	**ZIP Code**
VAIL	CO	81657

1. Do you have legal possession of the premises at the street address? ..... ● Yes ○ No

Are the premises owned or rented? ○ Owned ● Rented*

*If rented, expiration date of lease: 11/1/26

2. 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.

3. 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

4. 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

5. 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.

6. 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.

7. 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.

8. 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

Kyle Fowler

Title

Owner

Signature

Date (MM/DD/YY) 7/1/26

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

Town of Minturn

Title

Mayor

Attest

Signature

Date (MM/DD/YY)

TOWN MANAGER'S REPORT

July 2026



Town of
Minturn

Town Manager's Report

Top Updates

1. Minturn Road Bridge Emergency Repairs

At its July 1 meeting, Town Council directed staff to proceed with demolition of the remaining abandoned concrete arch beneath the Minturn Road Bridge.

- The Town Engineer has confirmed that Hallmark Inc. will resume demolition work on Monday, July 13.
- The Town issued a press release on July 10 providing the public with an update on the bridge condition, Council's direction, and the planned completion of the demolition work.



Sides and overlying material removed.



Surface of arch.

2. Minturn Shooting Range Grant Award!

Colorado Parks and Wildlife has conditionally approved **$225,000** for Phase 1 improvements to the Two Elk–Minturn Shooting Range.

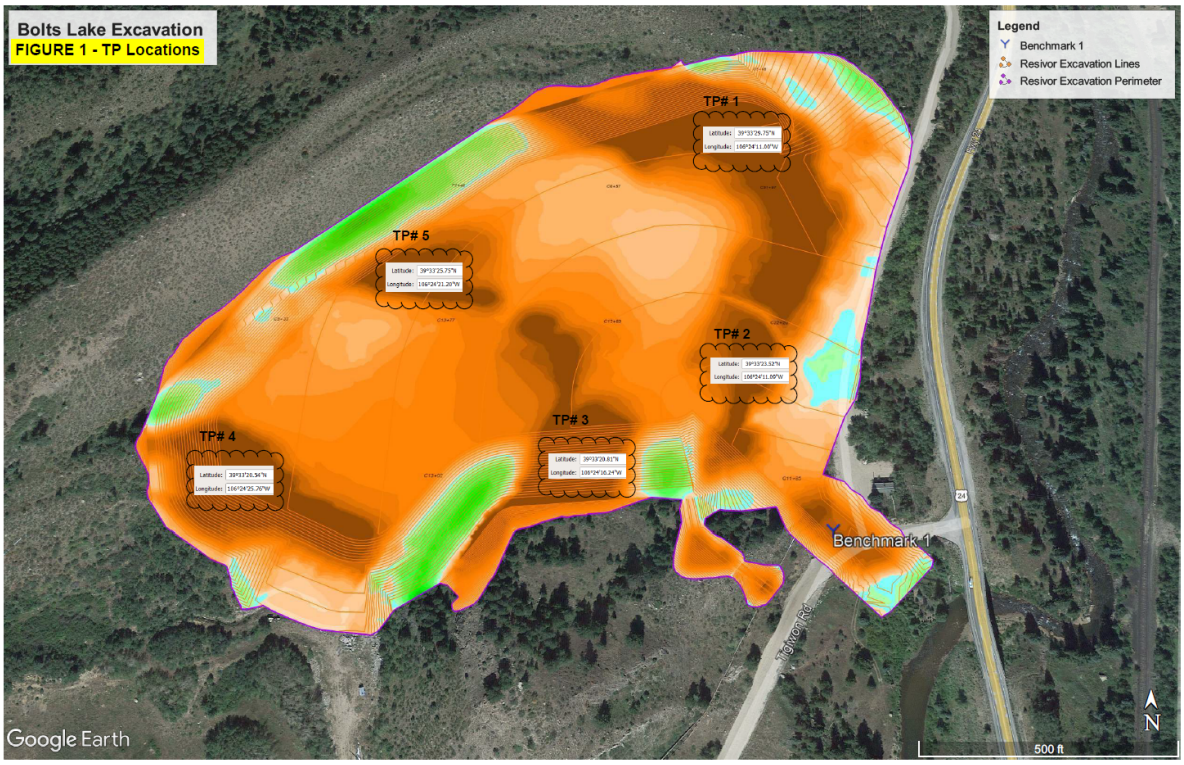
- The proposed work focuses on access, safety, site organization, and basic range-management infrastructure.
- Staff will now finalize the project scope and budget, complete remaining grant requirements, and continue coordination with the U.S. Forest Service on the required Special Use Permit.

3. Bolt's Lake Reservoir Exploratory Digging

Eagle River Water & Sanitation District is expected to begin exploratory test pit and rock crushing work at Bolt's Lake on July 13 to support design and cost estimating for the future reservoir project.

- The work will help determine whether on-site material can be reused for future reservoir construction, including the dam embankment and asphalt liner system.
- The testing will provide information needed for both project design and pricing.

- The work is expected to take approximately three weeks.
- The Town does not anticipate significant impacts from this exploratory activity.



Proposed excavation perimeter and test pit locations.

4. Meeting w/New ECSD Superintendent

The Town Manager met with new Eagle County School District Superintendent **Dr. KC Sommers** on **July 10** for an introductory meeting. The meeting focused on establishing a working relationship and discussing opportunities for coordination on projects that affect both the Town and the School District.

- **Discussion topics:** ECSD's Maloit Park housing development, future improvements to Maloit Park Road, and other issues of mutual interest.
- **Town perspective:** Staff believe there are several opportunities to strengthen coordination and collaboration with ECSD on projects that benefit the Minturn community.
- **Next step:** Staff will continue coordinating with ECSD as these projects advance and identify additional opportunities for partnership.

Community & Council Follow Up

1. Speeding/Traffic Safety Concerns - UPDATED

- **Issue:** Resident concerns regarding vehicle speeds and traffic safety on Pine and Boulder Streets.

- **Initial findings:** Preliminary speed data did not show widespread or consistently excessive speeding, but isolated higher speeds and broader neighborhood safety concerns may warrant consideration of potential traffic-calming measures.
- **Current status:** No additional data collection or other action is underway pending Council direction.
- **Next step:** A discussion and direction item is scheduled for the **July 15 Town Council meeting**.

2. Community Concerns about ECSO ALPRs on Main Street - UPDATED

- **Issue:** Questions regarding operation, data ownership, and sharing.
- **Current work:** Staff raised the issue with ECSO during police-services contract discussions.
- **Next step:** Council discussion with ECSO scheduled for August 19.

3. Xcel Energy Reliability Issues - UPDATED

- **Issue:** Increasing outages and broader electric-grid reliability concerns affecting Minturn.
- **Current work:** Staff are coordinating with Xcel Energy, Red Cliff, Leadville, and Lake County regarding shared reliability concerns.
- **Upcoming meeting:** Staff are scheduled to meet with the **Colorado Energy Office on July 13** to discuss Minturn's concerns and potential avenues for assistance or coordination.
- **Next step:** Staff will report back to Council and seek further direction as appropriate.

4. ERWSD Main Street Siphon Project - NEW

Eagle River Water & Sanitation District will begin work on the Minturn siphon rehabilitation project on Monday, July 20, following a delay to the previously anticipated schedule. The project will rehabilitate the dual sewer siphon pipes that carry nearly all of Minturn's wastewater beneath the Eagle River.

- Contractor mobilization is scheduled to begin July 20, with project completion anticipated by September 17.
- Beginning July 21, US 24/Main Street will be reduced to one lane through the work area from approximately 8:30 a.m. to 4:30 p.m., Monday through Friday.
- Traffic-control personnel will manage alternating traffic, and both lanes are expected to reopen outside active working hours.
- The work includes replacement of the upstream splitter manhole, installation of a short section of new sewer main, and lining of both siphon pipes.
- Emergency vehicle access will be maintained throughout construction.

5. LBP Retaining Wall Issues - NEW

Staff and Council have previously raised concerns about the potential for climbing and unintended falls from the newly constructed retaining wall at Little Beach Park.

- **Issue:** The area above the wall remains accessible, and the wall may attract climbing or create a fall risk, particularly for children. The objective is not to prohibit access to the area above the wall, but to reduce the likelihood of accidental falls and discourage climbing on the wall.
- **Current work:** Staff are reviewing previously obtained pricing and design options for a decorative iron-rod fence along the top of the wall.
- **Next step:** Staff will return to Council with available options, updated cost information, and a request for direction on whether to proceed with a fence.



Conceptual example of a decorative safety fence along the retaining wall.

Active Capital Projects

New Water Treatment Plant (WTP) - UPDATED

Construction of the Town's new membrane water treatment plant is underway. The project will replace the existing treatment facilities, expand the Town's treatment capacity, and provide the infrastructure needed to support the eventual lifting of the existing water-service moratorium.

Current work is focused on site preparation, demolition of the existing filter ponds, utility investigation, geotechnical review, and preparation for construction of the new treatment building and associated process infrastructure.

Current Construction Status

- **Site preparation and grading:** Grading is underway on the southern portion of the site, and required erosion-control measures have been installed.
- **Filter Pond 2 excavation:** Demolition and excavation of Filter Pond 2 have been completed to the bottom of the pond, including removal of the existing piping and previously imported material.

- **Subgrade evaluation:** The exposed base of Filter Pond 2 appears visually solid and stable. Ground Engineering is completing geotechnical testing to determine whether the existing material is suitable to support the future building foundation or whether replacement material or supplemental stabilization will be required.
- **Filter Pond 1:** Excavation of Filter Pond 1 is expected to begin next. The contractor is coordinating the work with ongoing utility investigation and material deliveries.
- **Utility investigation:** Potholing is continuing to identify existing underground infrastructure before additional excavation and connection work proceeds. Two previously unmarked drainage lines have been located. Existing water lines have not yet been confirmed in all anticipated locations, and the construction team will continue investigating field conditions.
- **Material deliveries:** Delivery of piping and bypass materials remains an important schedule item. The construction team is coordinating with Ferguson regarding delivery from Texas, with materials expected during the week of July 13.

Existing Electrical Line to Municipal Well No. 3

The construction team identified a significant concern involving the existing electrical service to Municipal Well No. 3.

The existing line is reportedly buried only approximately 6 to 12 inches below grade and has been spliced and repaired several times over the past two decades. Its shallow depth and location within the active construction area create a substantial risk of damage from excavation and heavy equipment.

The construction team is evaluating a two-stage approach:

- Temporarily relocate or protect the existing line so the well can remain operational during construction.
- Install a permanent, code-compliant replacement line at the appropriate burial depth as part of the final plant electrical work.

The existing well pump operates at approximately 220 volts, while the future replacement pump is anticipated to operate at 480 volts. The permanent electrical service will therefore need to be appropriately sized and may ultimately be supplied from the new water treatment plant building.

Staff are continuing to evaluate the design, cost, and responsibility for this work before any change order is presented for approval.

Effluent Drain-Line Modification

The project team has also reviewed a proposed **modification to the treated-water effluent drain configuration.**

The original design included two drain lines with several 90-degree connections. Field review confirmed that one of the existing lines had previously been capped by the Town. The revised concept would:

- Eliminate the unnecessary second drain connection.
- Use a single drain line.

- Replace 90-degree fittings with 45-degree fittings to improve drainage and reduce the potential for obstruction.
- Reduce the proposed line from 10 inches to 8 inches so it matches the Town's existing drain infrastructure.

The project engineers are reviewing the proposed modification for technical adequacy and any associated cost or schedule effects before it is finalized.

Treatment Equipment Warranty

HDR identified a discrepancy between the project specifications and Memcor's original equipment proposal. The Town's specifications **required a 24-month warranty**, while the initial Memcor proposal referenced a **12-month warranty.**

Memcor has since **confirmed that it is willing to provide the requested 24-month warranty** for workmanship and materials. The project team will ensure that the final contract and equipment documentation reflect that requirement.

Building Foundation and Special Inspections

HDR is preparing a **minor revision to the foundation footing dimensions** for the prefabricated metal treatment building. The proposed change would increase the footing width from approximately 8 feet to 9 feet. Staff understand this to be a limited design adjustment, but the final effect on quantities and cost will be reviewed through the normal change-management process.

At its July 1 meeting, Town Council approved a contract with Ground Engineering for approximately **$29,000 to perform required special inspections and materials testing**. This work will include geotechnical and construction testing needed to confirm that foundation, backfill, compaction, concrete, and other structural work comply with the approved plans and specifications.

Construction Safety

One equipment-related incident occurred on the site during the prior week involving an excavator and another piece of equipment. **No injury was identified** in the project notes provided to staff. JHL is addressing the incident through **additional operator awareness and safety coordination.**

The construction observer has otherwise reported positive safety practices, particularly in connection with trenching operations. Staff will continue monitoring safety performance through the weekly construction meetings and daily field reports.

Schedule and Items Being Monitored

The project remains in the early site-work and excavation phase. The principal near-term activities are:

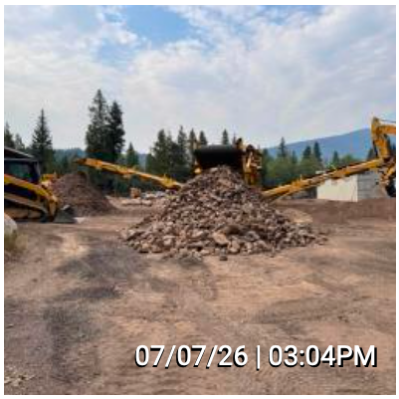
- Completion of geotechnical testing in Filter Pond 2.
- Beginning excavation of Filter Pond 1.
- Continued potholing and verification of existing utilities.
- Delivery of bypass and piping materials.
- Resolution of the Municipal Well No. 3 electrical-line issue.
- Finalization of the effluent drain-line modification.
- Preparation for foundation excavation, backfill, compaction, and concrete work.

Town Manager's Report

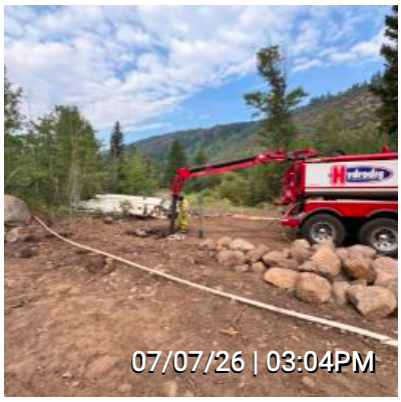
The **most significant near-term schedule risks** are material-delivery timing, undocumented underground utilities, and any unsuitable material identified beneath the former filter ponds. Staff, HDR, SWS, and JHL are reviewing these issues through the weekly progress meetings and will bring forward any material cost, schedule, or scope changes requiring Council action.

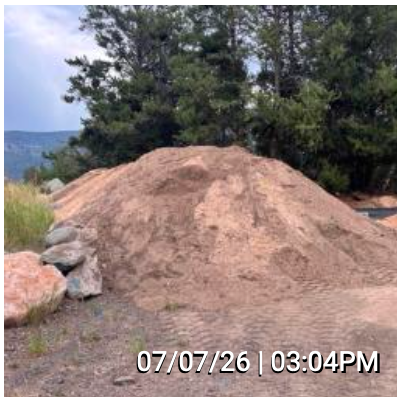
Construction Progress Photos

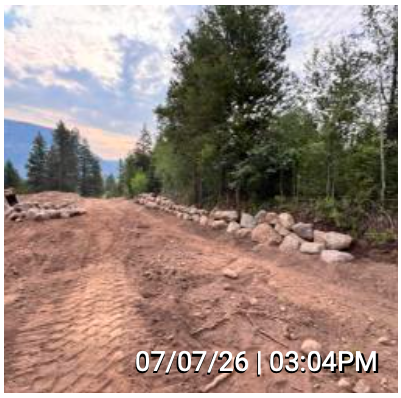








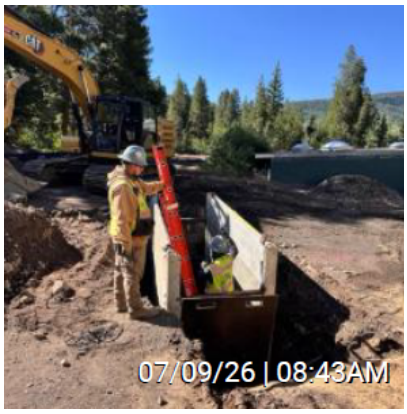


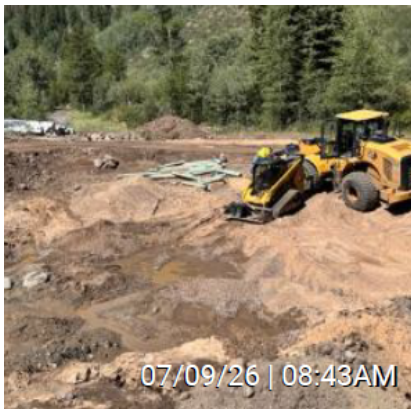


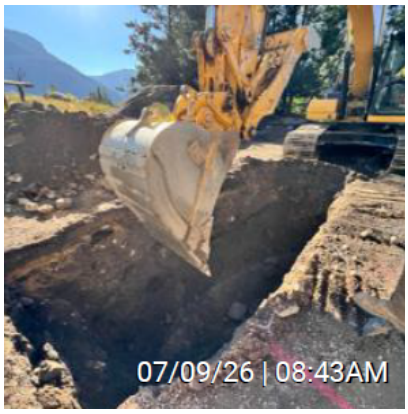






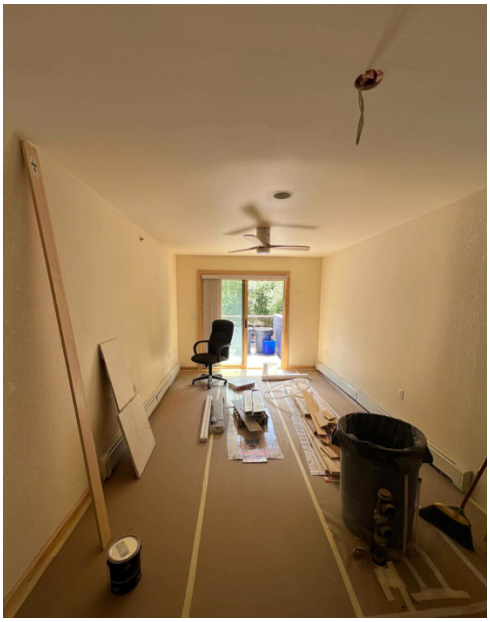




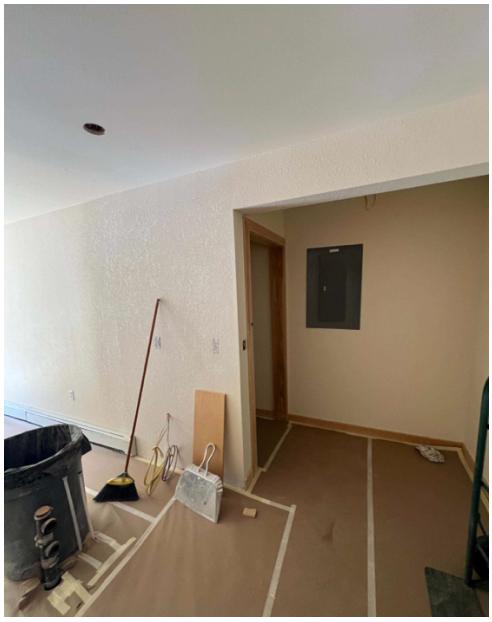


Town Hall 2-Bedroom Apartment Reconstruction – UPDATED PHOTOS

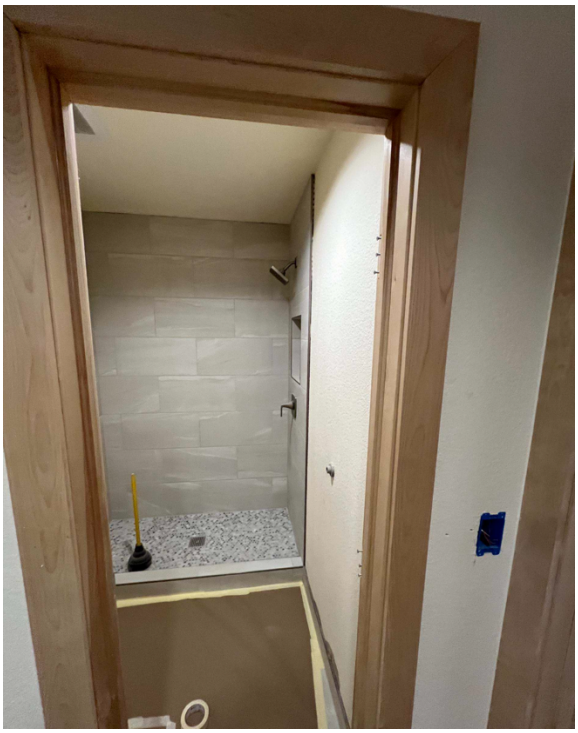
Status: Work is underway to reconstruct the former Town Hall apartment space for residential use. The apartment entry door has been relocated back into the residence entry area, restoring separation from the Town Hall secure office area. Demolition of the former office improvements has been completed, including removal of the office wall, storage cabinets, restroom fixtures, and carpeting. Work is now underway on the new shower, bathroom vanity area, and rough plumbing for the kitchen.



Apartment living room area.



Apartment kitchen area.



Bathroom with New Shower



Tile Shower Nearing Completion



Bedroom #1



Bedroom #2

Taylor Avenue Repaving Project - UPDATED

The Taylor Avenue repaving project is now complete.

- **Final walkthrough:** The contractor, Town Engineer, and Public Works staff completed a final project walkthrough on July 9.
- **Resident concern:** The Town Manager received a complaint from a Taylor Street resident by phone on July 8 and subsequently visited the site to review the concerns.
- **Current work:** The resident's concerns were forwarded to the construction team, and staff are working to address the identified issues.

US 24 Pedestrian Improvement Project Phase II

Relocation of the natural gas main along US 24 has been completed.

- **Current status:** Phoenix Ltd. is scheduled to begin mobilizing for sidewalk construction on July 13.
- **Next step:** Staff will continue coordinating construction activities and traffic impacts as work proceeds.

Main Street Streetlighting Project

The Town has retained an electrical engineer to design new streetlights and related electrical infrastructure.

- **Project area:** Planning includes Main Street from the 100 through 300 blocks, as well as First Street, Williams Street, Nelson Avenue, Toledo Avenue, and Eagle Street.
- **Current work:** The engineer is designing the transformers, panels, and electrical infrastructure needed to support the full project.
- **Long-term approach:** The design will allow the Town to install streetlights and event-power pedestals in phases as funding and priorities allow.



Halophane MPL3 Teardrop Streetlight



Halophane AUCL3 Post-Top Streetlight

Bellm Bridge Replacement - UPDATED

Preliminary design and data collection are underway for replacement of Bellm Bridge.

- **Geotechnical review:** The draft geotechnical report has been reviewed, and revisions are underway. Because bedrock was not encountered, the project team is evaluating deep-foundation options and potential construction challenges associated with large subsurface rocks and boulders.
- **Hydraulic and environmental work:** Preliminary hydraulic analysis is continuing. SEH is also coordinating with CDOT to clarify environmental-review responsibilities.
- **Survey and utility coordination:** Survey and utility-location work remain in progress, with the Town Engineer assisting the design team in resolving technical issues and identifying available local information.
- **Bridge design:** SEH has begun the preliminary plan set and is coordinating with prefabricated bridge suppliers on structure options, material finishes, and the feasibility of a wider cantilevered sidewalk.
- **Schedule:** The preliminary design review meeting is currently planned for October 28, with a public meeting anticipated for December 9. The schedule remains dependent on CDOT review and clearance timelines.



Example of weathering steel cantilever bridge option being explored.

Little Beach Park Playground - UPDATED

The Town is moving forward with replacement playground equipment and improvements to the adjacent picnic area.

- **Equipment order:** The initial payment has been made, and the playground equipment order has been submitted to the manufacturer.
- **Lead time:** Equipment is expected to require approximately **6–8 weeks** for delivery.
- **Site preparation:** Work may begin in **late July or early August**.
- **Installation:** Playground installation is anticipated in **late August or early September**.

- **Sidewalk improvement:** A sidewalk will be installed between the playground and roadway. The contractor will coordinate the work with the Town Engineer's team.
- **Next step:** Staff are confirming the final project schedule.



Selected playground color option.

Town-Owned Highlands Parcels

Background: The Town acquired approximately **55 acres** west of **U.S. Highway 24** through a settlement with the former Battle Mountain developer.

Status: The parcels are now **listed on the MLS** as part of the Town's strategy to help offset water treatment plant costs.

Long-Range Capital Projects & Grant Work

First–Williams–Nelson Infrastructure Improvements Project

Status: Staff discussed this project with Town Council at the April 1 meeting and are continuing to evaluate potential scope and feasibility.

Primary Driver: The project is being explored because there is a non-compliant water service line beneath First Street that currently serves multiple properties and will require extensive excavation to replace.

Potential Improvements: In addition to water line replacement, staff are evaluating related improvements including street repairs and repaving, creation of a public plaza/flex space on First Street, new power infrastructure to support events, and installation of conduit for future telecommunications and fiber infrastructure.

Coordination: Staff are also in discussion with Xcel Energy regarding the potential to underground electric lines in this area.

Timing: At this time, staff expect this would be a summer 2027 project at the earliest.

Cemetery Road & Bridge FLAP Grant - UPDATED

Staff are preparing an application to the Federal Lands Access Program for improvements to Cemetery Road and Cemetery Bridge. The program may provide funding for reconstruction of the road, a potential sidewalk or trail connection, and deferred maintenance on the bridge.

- **Application deadline:** The grant application is due August 31.
- **Council review:** Staff have deferred Council discussion and authorization to the August 5 meeting.
- **Current work:** Staff must provide the Town Engineer with a preliminary project scope.
- **Next step:** The Town Engineer will use that scope to prepare a planning-level project document and probable cost estimate for inclusion in the grant application.

Minturn USFS Shooting Range - UPDATED

Colorado Parks and Wildlife has **conditionally approved the Town's $225,000 Shooting Range Development Grant request** for Phase 1 improvements at the Two Elk–Minturn Shooting Range. The proposed work focuses on access, safety, site organization, and basic range-management infrastructure.

- **Background:** Council previously directed staff to explore Town management of the federally owned range to address long-standing safety, noise, and environmental concerns.
- **Current work:** Staff are coordinating with Colorado Parks and Wildlife on final design, budget, project scope, and grant-administration requirements.
- **USFS coordination:** Staff are also continuing work with the U.S. Forest Service on a Special Use Permit that would allow the Town to operate and manage the range.
- **Funding conditions:** The grant is reimbursement-based, and construction should not begin until Colorado Parks and Wildlife issues the final purchase order.
- **Next step:** Staff will finalize the project scope and budget, complete the remaining grant requirements, and continue the federal permitting process before physical improvements move forward.

Policy & Planning Initiatives

Community Arts & Creative Spaces Initiative - NEW

Staff are working with residents to identify practical ways to expand local arts opportunities.

- **Programming:** Explore arts activities within existing Town-sponsored events.
- **Space needs:** Evaluate short- and long-term options for art-making, exhibits, and education.

- **Partnerships:** Identify community interest, potential partners, and feasible locations.
- **Next step:** Present a more defined concept to Town Council for discussion and feedback.

Minturn Market 2027 Initiative - NEW

Staff are developing a refreshed approach to the 2027 Minturn Market focused on strengthening its role as a gathering place and improving the visitor and vendor experience.

- **Community input:** Builds on feedback from fall 2025 resident meetings.
- **Current improvements:** New tables, umbrellas, and equipment have been acquired to improve operations and setup.
- **Gathering space:** Staff are evaluating a shaded lounge area with more comfortable seating.
- **Programming:** Potential themed Saturdays include art, fitness, children's activities, and local history.
- **Vendor recruitment:** Explore ways to attract new local vendors and encourage youth participation.
- **Overall goal:** Create more interactive Market days that increase attendance, engagement, and length of stay.

Minturn Forward Land Use Code Update

Staff, the consultant, and the Planning Commission are continuing work on the final major sections of the land use code update.

- **Current review:** Article 1: General Provisions.
- **Project status:** Article 1 is the final substantive article remaining.
- **Next step:** Review the definitions article.
- **Overall timeline:** Completion of the definitions article will conclude the major section-by-section review of the code update.

Housing Affordability and Neighborhood Stability

- Staff presented information on housing affordability and regional housing authority discussions at the June 17 Town Council meeting.
- Staff are preparing a follow-up policy brief outlining the Town's current positions and priorities for future regional discussions.
- Staff are also coordinating with regional partners to schedule working group meetings and continue evaluating potential regional housing strategies.

Mobile & Modular Business Pilot Program

- Town Council approved the Temporary & Mobile Business Pilot Program on February 4. The program authorizes mobile and modular business licensing on Town-owned property through October 31, 2026.
- Staff have issued two licenses under the program, and both businesses are now operating.
- No complaints have been received.

External Projects & Coordination

ERWSD Bolts Lake Reservoir - NEW

Staff met with ERWSD on **July 9** regarding a potential future 1041 permit application.

- **Design change:** The proposed dam along the east and northeast sides is approximately **3 feet higher** than shown in the 30% design.
- **Reason:** A higher-than-anticipated groundwater table.
- **Next step:** ERWSD may request a **pre-application meeting in September** if design and permitting work continues this year.

Holy Cross Energy – Avon-to-Gilman Transmission Line - NEW

The U.S. Forest Service approved a 50-year special use permit for the portions of the transmission line crossing National Forest lands on **April 29, 2026**. Holy Cross Energy is now advancing the remaining Town and County permits, private easements, railroad approvals, and final design.

- **Mid-2027:** Best-case completion of permitting
- **Mid- to late 2027:** Final design and material procurement
- **Mid-2028:** Potential start of construction
- **Late 2029:** Estimated completion after two construction seasons
- **Highway 24 impacts:** None expected for the next several years; construction impacts are anticipated to be limited primarily to construction traffic

Maloit Park ECSD Development

Town Council approved the preliminary plat for Eagle County School District's Maloit Park development in spring 2026.

- **Current work:** Ongoing coordination on planning and engineering for future improvements to Maloit Park Road.
- **Community concerns:** Staff continue to identify opportunities to work with ECSD on issues beyond the formal preliminary plat conditions.
- **Next step:** Maintain coordination as the development and related roadway planning advance.

Deferred Projects/Initiatives

Eagle Park Restrooms – *Deferred: Capacity*

Staff have identified needed improvements to the Eagle Park restrooms but do not currently have the capacity to advance the project.

- **Identified need:** The decorative exterior wood has experienced significant deterioration and rot.
- **Potential improvements:** Future work may include replacement with a more durable exterior material and evaluation of heating options to support possible year-round operation.
- **Current status:** Further planning and implementation are deferred until staff capacity and funding allow.

Minturn Rd North RR Crossing Improvement – *Deferred: Capacity & Funding*

The project remains on hold pending additional coordination with Union Pacific and identification of a feasible funding strategy.

- **Current status:** The project has been assigned to Union Pacific for review.
- **Key issue:** Union Pacific requires the Town to fund 100% of the improvements.
- **Next step:** Evaluate acceptable tie replacement options with Union Pacific and follow up on the engineer's cost estimate when capacity and funding allow.

A.I. Policy Update - Capacity Deferred – *Deferred: Capacity*

Staff and Town Council have discussed developing an internal policy to guide the appropriate use of artificial intelligence by Town employees.

- **Purpose:** Establish expectations for the responsible and secure use of AI tools.
- **Next step:** Staff anticipate bringing a draft policy to Town Council for consideration by the end of the year, subject to staff capacity.

Main Street Sidewalk Extension Phase III – *Deferred: Funding & Capacity*

Preliminary engineering for the sidewalk extension south toward Maloit Park was completed in 2016.

- **Prior estimate:** Approximately **$2.92 million** in 2016 dollars, excluding future cost escalation.
- **Grant status:** Council authorized a 2026 Safe Streets and Roads for All application, but staff were unable to meet the submission deadline.
- **Next step:** Reassess the project scope and updated cost, then pursue a future SS4A or other funding opportunity when capacity allows.

Minturn Impact Fee Study – *Deferred: Readiness*

- Staff issued an RFP in November 2025 for a comprehensive impact fee study.
- The study is currently on pause while staff conduct a limited asset inventory and capital improvement planning process.
- Staff will coordinate with BBC Research & Consulting on a revised project timeline and return to Council as the inventory and CIP work progresses.

Downtown Redevelopment Code Evaluation – *Deferred: Capacity*

Staff may evaluate whether current zoning standards—such as height and parking requirements—create barriers to redevelopment of small, constrained lots in the west side of the 100 block.

- **Timing:** Consider after completion of the current land use code update.
- **Next step:** Develop a proposed review process when staff capacity allows.

Repair/Replacement of Water Tank #2 – *Deferred: Funding*

Water Tank No. 2 is an aging bolted-steel tank with recurring leaks and unresolved long-term reliability concerns.

- **Prior assessment:** HDR evaluated repair and replacement options in 2025 and found that repairs may not fully resolve the tank's issues.
- **Key consideration:** Repair costs could approach a substantial portion of full replacement cost.
- **Current status:** SEH is evaluating site constraints and potential repair, replacement, or alternate-site options.
- **Next step:** Review SEH's findings and develop a recommended funding strategy.

Town Hall Capital Maintenance Projects – *Deferred: Capacity & Funding*

Town Hall requires several significant maintenance projects, including roof replacement and repairs to the sidewalk and parking area.

- **Current needs:** Full roof replacement and exterior pavement repairs.
- **Next step:** Develop project scopes, priorities, and budget options when staff capacity and funding allow.

Minturn North Town Parcel Future Use Study – *Deferred: Capacity & Funding*

The Town owns a vacant parcel at the south end of the Minturn North subdivision that was conveyed for future public use.

- **Purpose:** Evaluate how the property could help address current and future Town needs.
- **Next step:** Conduct a public planning process and develop potential use options when staff capacity and funding allow.

Town Hall Back-Up Power Upgrades – *Deferred: Capacity & Funding*

Town Hall currently has no backup power capability, which may limit essential operations and communications during extended outages.

- **Need:** Maintain critical functions during power disruptions.
- **Future work:** Evaluate backup power and communications options.
- **Next step:** Develop a feasible scope and funding strategy when staff capacity allows.

Modular Employee Housing Unit – *Deferred: Capacity & Funding*

By the end of summer, the Town expects to have four employee housing units: three apartments and one single-family home.

- **Goal:** Construct or acquire one additional employee housing unit by the end of **2027**.
- **Option under consideration:** A modular accessory dwelling unit that could provide a more affordable second non-apartment-style unit.

Public Works Weekly Updates

Weekly Report (July 6 to July 12)

Weekly Operations Summary

The Public Works Department completed all scheduled operational responsibilities during the reporting period, including utility operations, infrastructure maintenance, and support for active capital projects.

Infrastructure & Utilities

- **Water main repair:** Responded to and repaired a water main leak near the Maloit Park Road valve box with assistance from JSS Excavation after deeper excavation was required.
- **Water Treatment Plant:** Continued supporting construction activities through utility locates, potholing coordination, and hauling surplus project materials for future Town use.
- **Belden Place:** Coordinated repairs to damaged water meter wiring and prepared additional water service assemblies for new construction.
- **Minturn North:** Completed the required ditch inspection for Lot 9 and submitted the documentation.

Capital Project Support

- **Taylor Street Improvements:** Completed a walkthrough with Inter-Mountain Engineering and the contractor to identify remaining punch-list items.

- **Upper Highlands Access:** Conducted a site visit to review potential access improvements.
- **Bolts Lake Reservoir:** Coordinated with Ames Construction to provide a hydrant meter for construction water usage.

Operations & Maintenance

- **Town maintenance:** Completed pothole repairs, post-holiday cleanup, fire restriction signage updates, and routine servicing of trash receptacles and dog waste stations.
- **Fleet maintenance:** Performed preventative maintenance on Public Works equipment and repaired a damaged skid steer bucket, returning it to service.

Administration & Safety

- **Safety:** Staff completed weekly safety training on lightning and severe weather awareness. No accidents or injuries were reported during the reporting period.
- **Staffing:** Conducted an equipment skills evaluation for a Public Works employment candidate.



Main Line Water Leak at Maloit Park Rd.


Mail Line Excavation



Unloading Mini-Excavator


Main Line Leaking Valve

Town Manager's Report



Main Line Valve Removal



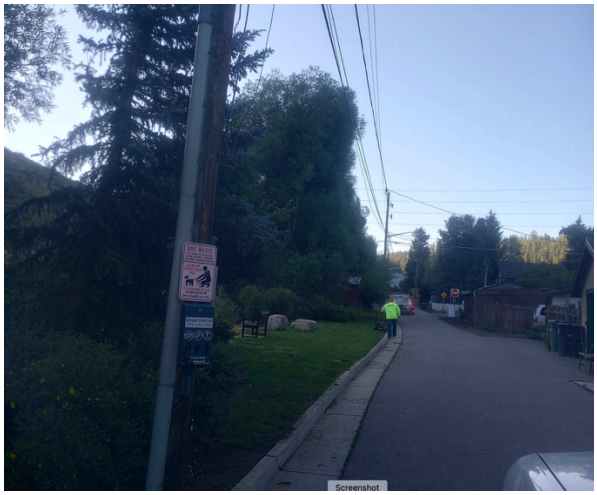
New Valve and Line Replacement



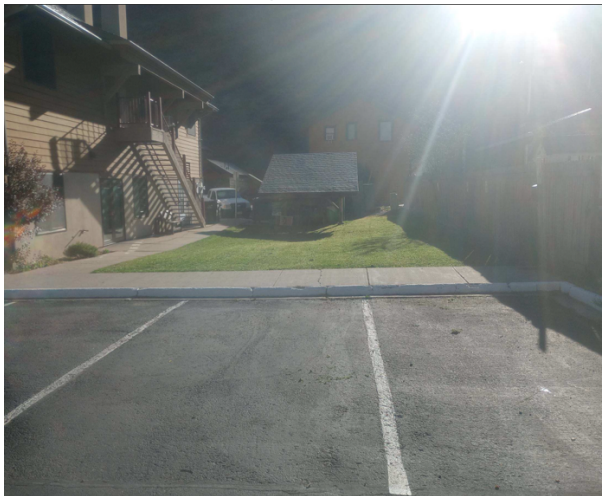
Filling and Compaction



Final Grading and Compaction



Lawn Mowing Operations



Lawn Mowing Operations



Relocation of Minturn Mile Access Sign



Water Treatment Plant Construction



Water Treatment Plant Construction



WTP Perimeter Drain



Sediment and Material Screening at WTP



Sediment and Material Screening at WTP

Weekly Report (June 29 to July 5)

Weekly Operations Summary

The Public Works Department completed all scheduled operational responsibilities during the reporting period, including utility operations, infrastructure maintenance, capital project support, and preparations for the Independence Day holiday.

Infrastructure & Utilities

- **Town Hall irrigation:** Repaired the irrigation main line and isolated a damaged irrigation zone pending permanent repairs.
- **Water system:** Submitted utility locates for excavation of the Maloit Park Road water main valve and completed required water meter readings.
- **Minturn North:** Completed the required ditch inspection for Lot 9 and prepared documentation for submittal.

Capital Project Support

- **Water Treatment Plant:** Continued supporting construction through utility locates, potholing coordination, and material management.
- **Taylor Street Improvements:** Completed project walkthroughs with Inter-Mountain Engineering and the contractor to review remaining punch-list items.
- **Upper Highlands Access:** Met with Battle North representatives to discuss future access improvements.

Operations & Maintenance

- **Town maintenance:** Completed pothole repairs, irrigation repairs, sign maintenance, weed control, parking lot cleanup, and routine servicing of trash receptacles and dog waste stations.
- **Independence Day:** Installed Main Street flags and assisted with event setup at Little Beach.
- **Fleet maintenance:** Performed preventative maintenance on Public Works equipment and repaired a damaged skid steer bucket.

Facilities & Equipment

- **Mechanical systems:** Coordinated repairs to the Town Hall backup glycol circulation pump, restoring it to service. A third pump has been identified for repair, with replacement parts on order.

Administration & Safety

- **Safety:** Staff completed weekly safety training on trailer safety and towing procedures. No accidents or injuries were reported during the reporting period.



Taylor Ave. Driveway Repairs



Taylor Ave. Drainage Work



Taylor Ave. Drainage Work



Taylor Ave. Drainage Work



Taylor Ave. Driveway Repair



Taylor Ave. Driveway Repair



Taylor Ave. Boulder Relocation



Taylor Ave. Boulder Relocation

Town Manager's Report



Event Prep LBP 4th of July



Placing Flags for 4th of July



Weed Control and Mitigation Main St.



Weed Control and Mitigation Main St.



Weed Control and Mitigation Little Beach Park



Glycol Pump Repair at PW Shop

EAGLE RIVER WATER & SANITATION DISTRICT

TO Minturn Town Council

FROM Jeffrey Schneider, P.E., Engineering and Field Operations Manager

DATE Jul. 10, 2026

SUBJECT Minturn Siphon Rehabilitation Project Update

Summary

The Minturn Siphon consists of dual 8-inch cast iron pipes that carry nearly all of the Town of Minturn's wastewater flow beneath the Eagle River. After multiple years of planning and analysis, Eagle River Water and Sanitation District (ERWSD) is preparing to mobilize for construction of improvements that will extend the infrastructure's service life and improve operations and maintenance.. The project area is shown below in Figure 1:

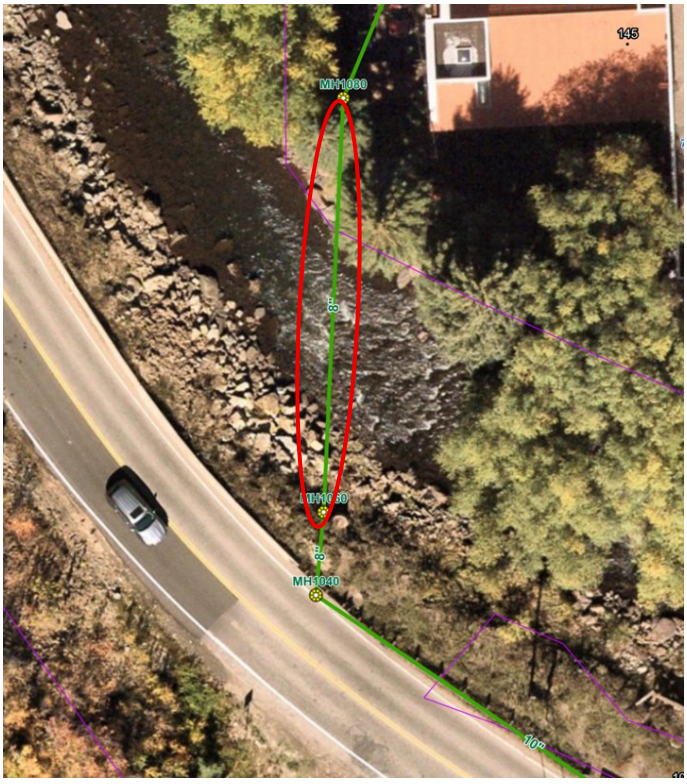


Figure 1: Extent of Minturn Siphon

Background

Originally constructed in 1968, the Siphon presents numerous operational challenges, is in deteriorated condition, and has a known safety concern related to accessing its upstream manhole. The Siphon was contemplated in multiple master planning efforts, including:

- 2009 Collection System Study
- 2017 Battle Mountain Capacity Study
- 2022 Collection System Master Plan

Preliminary engineering and alternatives analysis for the Siphon began in 2023 with a comprehensive bypass pumping and CCTV investigation to dewater the siphon and assess its interior condition. In 2024, Kimley Horn was retained to provide design engineering services, including an alternatives analysis of improvement options such as replacement of the Siphon, re-routing the interceptor pipe on the nearby Bellm Bridge, and rehabilitation of the Siphon. The rehabilitation option was selected as the best value, lowest cost, and least disruptive option.

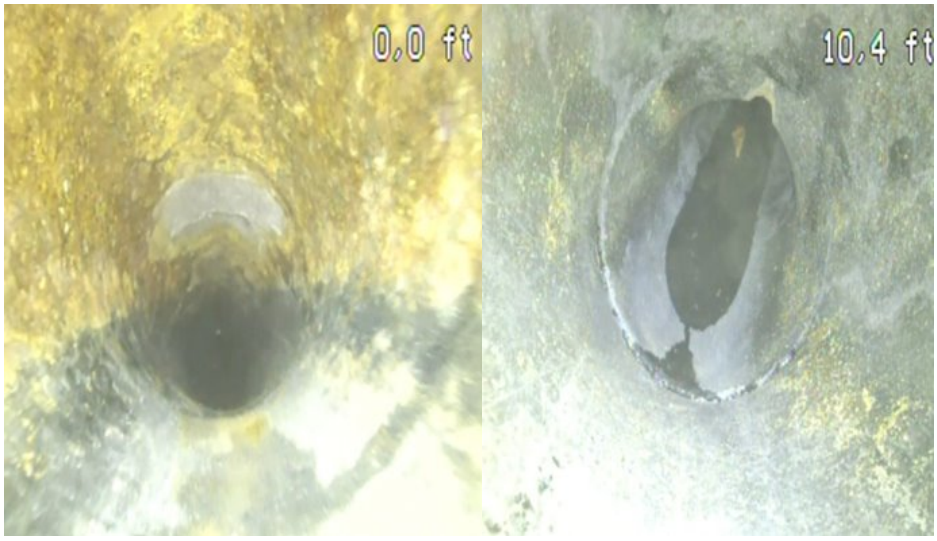


Figure 2: Images of Siphon Pipe Interior

The selected scope of the project includes replacement of the upstream splitter manhole to include flow control gates, installation of 12 linear feet of new PVC sewer main, and in-situ CIPP lining of both barrels of the siphon pipe. An excerpt from the construction drawings is shown below:

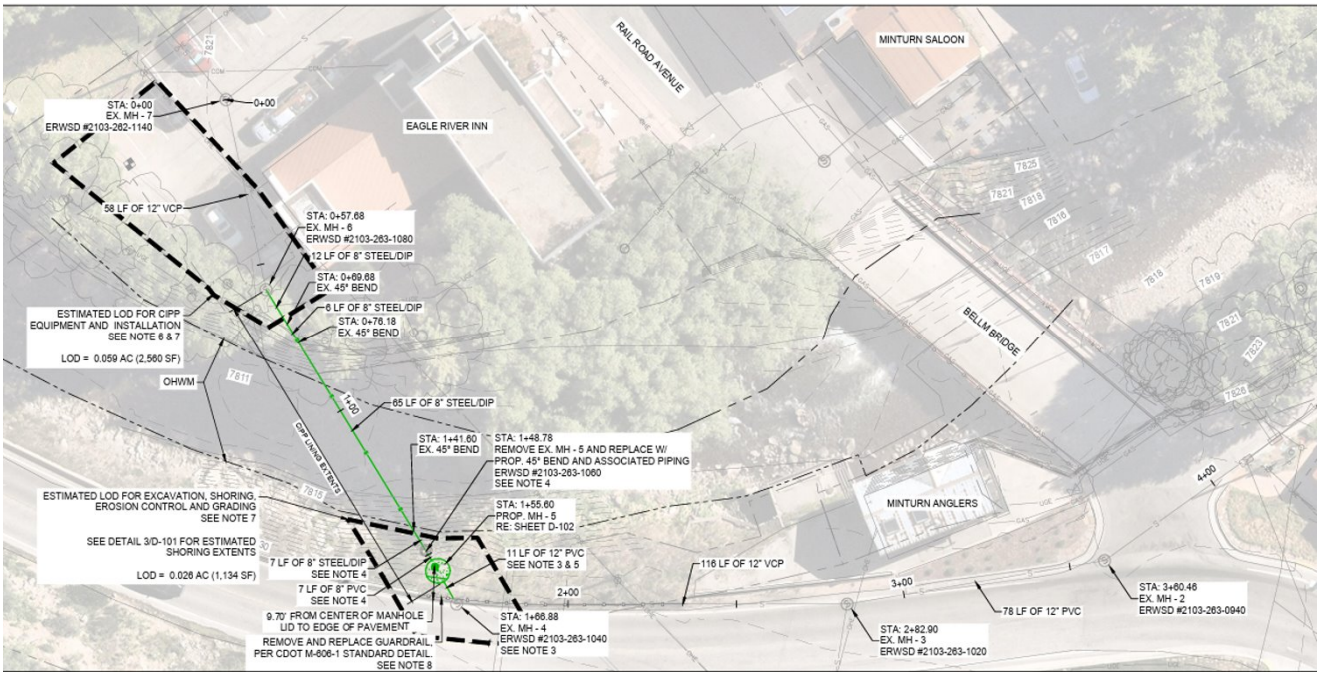


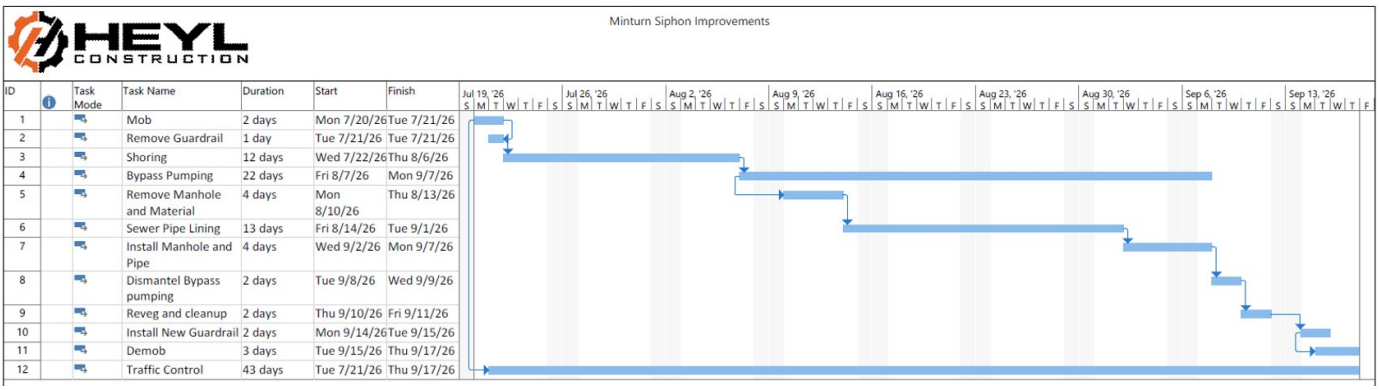
Figure 3: Plan view of Siphon Project

ERWSD received one bid for the project from Heyl Civil Construction of New Castle, CO. A CDOT Utility Permit was received for the work in U.S. Highway 24, along with a Town of Minturn Grading and Road Cut permit. Heyl Construction originally intended to begin the work in late June, but the schedule was pushed approximately one month to accommodate the Town of Minturn project on the north end of town at the County Road bridge to reduce public impact.

Next Steps

Heyl Construction is planning to mobilize on July 20 to begin the construction of the improvements. The work will start with guardrail removal and shoring installation along US Highway 24, requiring one-way traffic with flagging between 8:30 a.m. and 4:30 p.m., Monday through Friday. Once the shoring is complete, bypass pumping equipment will be located near U.S. Highway 24 to provide 24/7 bypass pumping for approximately four weeks.. This will enable the cleaning and lining of the two pipes, as well as the installation of the new manhole structure and pipe segment. The pumping on the suction side will require a small lane shift, and the discharge side will involve a shallow trench on the north side of Bellm Bridge with direct discharge into the sanitary manhole. The contractor

anticipates completion on or around September 17. A copy of the schedule is provided below.



ID	Task Mode	Task Name	Duration	Start	Finish
1		Mob	2 days	Mon 7/20/26	Tue 7/21/26
2		Remove Guardrail	1 day	Tue 7/21/26	Tue 7/21/26
3		Shoring	12 days	Wed 7/22/26	Thu 8/6/26
4		Bypass Pumping	22 days	Fri 8/7/26	Mon 9/7/26
5		Remove Manhole and Material	4 days	Mon 8/10/26	Thu 8/13/26
6		Sewer Pipe Lining	13 days	Fri 8/14/26	Tue 9/1/26
7		Install Manhole and Pipe	4 days	Wed 9/2/26	Mon 9/7/26
8		Dismantel Bypass pumping	2 days	Tue 9/8/26	Wed 9/9/26
9		Reveg and cleanup	2 days	Thu 9/10/26	Fri 9/11/26
10		Install New Guardrail	2 days	Mon 9/14/26	Tue 9/15/26
11		Demob	3 days	Tue 9/15/26	Thu 9/17/26
12		Traffic Control	43 days	Tue 7/21/26	Thu 9/17/26

Figure 4: Contractor Schedule

ERWSD realizes that public infrastructure projects such as this can cause traffic disruptions and inconveniences, and we appreciate the public's patience while we implement these critical infrastructure improvements. Please do not hesitate to contact Jeff Schneider at jschneider@erwsd.org or 970-445-7941 or Mark Mantua at mmantua@erwsd.org or 970-401-0822 with any questions or concerns.

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
Melissa Decker
Amanda Mire
Darell Wegert

Memorandum

Date: July 10, 2026
To: Minturn Town Council
From: Madison Harris, Senior Planner
Re: Midtown Village PUD - Update

Introduction:
The Town Council reviewed on first reading Ordinances 7, 8, and 9 - Series 2026 as well as Resolution 36 - Series 2026 at their July 1, 2026 meeting. There were some outstanding items that staff and the Applicant were trying to work through between first and second reading. Below is an update.

Update:
There were three conditions of approval attached to Ordinance No. 07 - Series 2026, two of which we were hoping to remove prior to second reading. Unfortunately, there was not enough time to properly address Condition 3 below, so staff is proposing this condition to remain. Also, upon further discussion with the Town Attorney, Condition 1 has been moved from Ordinance No. 07 to Ordinance No. 08 and Resolution 36, and Condition 3 has been moved from Ordinance No. 07 to Resolution 36.

1. The Applicant shall address the Town Engineer's comments in the letter dated June 26, 2026 prior to or concurrent with grading permit application.

   This condition is proposed to remain but, upon discussion with the Town Attorney, been removed from Ordinance No. 07 and been attached to Ordinance No. 08 and Resolution 36.

2. The Applicant shall work with Town staff and representatives from the Valley Housing Store to finalize the Housing Plan and the associated covenants and deed restrictions prior to the issuance of site plan approval of any of the development tracts.

   This condition has been removed as Town Staff, the Applicant and representatives from the Valley Home Store have updated and finalized the Housing Plan and the deed restriction documents covering 1) Resident Occupied For Rent Units, 2) Resident Occupied For Sale Units, and 3) Price Capped Units.

3. The Applicant shall work with the Town Attorney to resolve any outstanding comments on the Homeowner's Association Declarations prior to the recording of the Final Plat.

   This condition is proposed to remain but, upon discussion with the Town Attorney, been removed from Ordinance No. 07 and been attached to Resolution 36. There were edits between the Applicant and the Town Attorney happening in the interim between First and Second Reading, but the final review by the Town Attorney could not be accomplished in time for this packet. Although staff was hoping that this condition of approval could be removed prior to second reading, staff does not believe that approving Midtown Village PUD with this condition attached will be detrimental to the project.

Recommendation:
Staff is recommending approval of the updated Ordinances No. 07, 08, and 09 - Series 2026 and Resolution 36 - Series 2026.

Minturn Planning Department
Minturn Town Center
301 Boulder Street
Minturn, Colorado 81645

Minturn Planning Commission
Chair – Lynn Teach
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Minturn Town Council Public Hearing

Midtown Village Planned Unit Development

Final Development Plan for PUD
Final Subdivision Plat
Zone District Amendment
Subdivision Improvements Agreement

Hearing Date:	July 1, 2026
File Name/Process:	Midtown Village PUD - Final Development Plan/Plat Review
Owner/Applicant:	Midtown Lofts, LLC
Representative:	Jeff Armistead
Legal Description:	Section: 35 Township: 5 Range: 81 PCLIN SE1/4 NE1/4 Subdivision: South Minturn Estates PT of PT of Parcel B Section: 35 Township: 5 Range: 81 PCLIN SE1/4NE1/4 Subdivision: South Minturn Addition Lot: 12 Subdivision: South Minturn Addition Lot: 11 Subdivision: South Minturn Addition Lot: 13
Existing Zoning:	South Town Character Area – Commercial Zone District
Approved Zoning:	Planned Unit Development (PUD) Overlay
Staff Members:	Madison Harris, Senior Planner Scot Hunn, Planning Director Jeff Spanel, Town Engineer Michael Sawyer, Town Attorney Gregory Cowen, Assistant Town Attorney
Recommendation(s):	**Approval, with Conditions**

I. Executive Summary:

The following report has been prepared for the benefit of the Minturn Town Council, the Applicant, and the public as the Town of Minturn continues its review of the Midtown Village Planned Unit Development (PUD).

Summary of Request

Following the approval of the Midtown Village Preliminary Development Plan for Planned Unit Development (PUD), Preliminary Subdivision Plat by the Town of Minturn Town Council, (Resolution No. 04, Series 2024) in January 2025, and in accordance with Section 16-15-200 – *Final Plan for PUD*, of the Minturn Municipal Code (MMC), the Applicant, Midtown Lofts, LLC, requests review of the following Final Plan for PUD applications received by the Town in April 2025:

- The Midtown Village Final Development Plan for PUD (Ordinance No. 07, Series 2026 - Attached for Council's consideration on First Reading)
- The Midtown Village PUD Subdivision Final Plat (Ordinance No. 08, Series 2026 - Attached for Council's consideration on First Reading)
- The Midtown Village PUD Overlay Zone District (Ordinance No. 09, 2026, Series 2026 – Attached for Council's consideration on First Reading)
- The Midtown Village PUD Subdivision Improvements Agreement (Resolution No. 36, Series 2026 – Attached for Council's consideration)

The Final Development Plan, inclusive of the Midtown Village PUD Guide and 100% construction level civil engineering drawing package, along with final subdivision plat documents, covenants, cost estimates, and corresponding Subdivision Improvements Agreement (SIA), will complete the PUD review and approval process to create five (5) development tracts and two (2) single-family residential lots on approximately 2.53 acres located within the South Town Character Area.

All final details, plans (inclusive of construction phasing plans), and construction cost estimates will be presented as part of a resolution to approve the SIA during Council's second reading of the attached ordinances.

Summary of Midtown Village PUD Proposal and Preliminary Plan Approval

The Midtown Village PUD has been planned and designed as a mixed-use neighborhood with development tracts, streets, sidewalks, trails, pathways, and various open spaces designed to closely complement and respect the scale and

development pattern of the existing South Town neighborhood as well as other established neighborhoods in Minturn.

The approved Preliminary Development Plan also provides amenities and off-site improvements to serve the project and the Town. The following narrative from the application's PUD Guide document sets forth the vision and intent for development of the PUD:

> *"Midtown Village aims to compliment the other residential properties and businesses in the South Town Commercial Zone by investing in affordable, deed restricted local housing solutions along with new commercial, civic and governmental spaces while respecting the historical uses of the South Town Commercial Zone."*
>
> - *PUD Narrative by Applicant*

The Midtown Village PUD is situated on 2.53 acres of land in the 900 Block of the South Town Character Area. These parcels were historically used for residential and commercial activities. There are few residential units currently in use on the subject property. These structures will be removed from the subject property as part of the initial construction activities associated with the Midtown Village PUD.

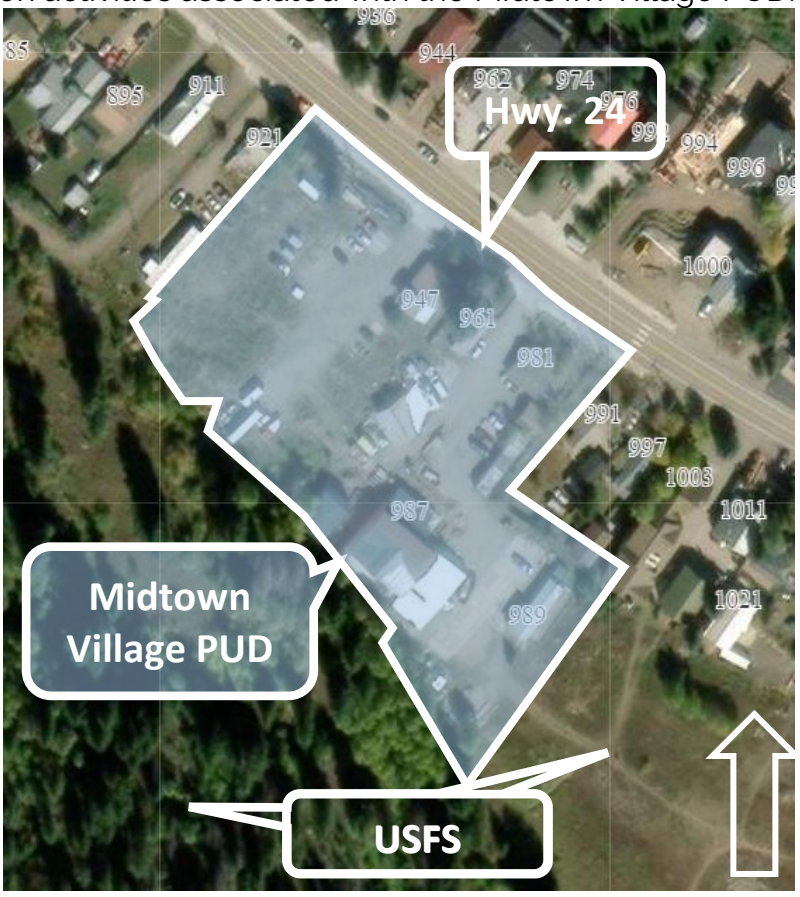


Figure 1: Midtown Village PUD Vicinity Map

The Midtown Village PUD property has approximately 330' of frontage along U.S. Highway 24 right-of-way and is surrounded by the following uses:

North	Private Residential and Home Business Uses
South	U.S. Forest Service/Vacant Land
East	Private Residential and Home Business Uses; Public Open Space
West	U.S. Forest Service/Vacant Land

The Midtown Village PUD project is considered "infill" due, in part, to the historic zoning and use of the subject property and in relation to surrounding development patterns and land uses, available utilities and public services, and zoning.

The approved Preliminary Development Plan includes a total of five development tracts and two residential lots accessed an internal road off of Highway 24 designed to Town standards.

Any for-sale resident-occupied units will be subject to a transfer fee of two (2%) percent for any sales (initial sale and all subsequent sales) of units to non-resident purchasers, while all units on Tract A will be subject to a deed restriction requiring rental to local renters and Tracts C and/or D will have four units price capped deed restricted at 200% AMI or less.

The Applicant/Developer, Midtown Lofts, LLC, proposes to develop the project infrastructure in a single phase. Additionally, the Applicant proposes to create a Homeowners Association and sub-associations to manage development and ongoing maintenance of the project.

Summary of the PUD Approval Process

Final Plan and Final Subdivision Plat review before the Town of Minturn Town Council is the third and final step in the review and approval process necessary for the creation of a Planned Unit Development within the Town of Minturn. The following outlines the steps involved in the Town of Minturn PUD approval process:

1. Concept Development Plan Review (*Completed in Summer 2021*)
2. PUD Preliminary Development Plan Review (*Completed in January 2025*)
3. **Final Plan and Final Subdivision Plat for PUD (inclusive of Subdivision Improvements Agreement - NOW)**

The Final Plan review is a technical and detailed engineering, legal, and survey review of the final details of a proposed development plan, proposed subdivision plats, and associated development agreements. Details related to final plan and phasing

documents, which result in cost estimates for all public and sometimes private improvements, establish how and when infrastructure will be constructed and financed.

Following review of the Midtown Village Preliminary Development Plan for PUD before the Town of Minturn Planning Commission and Town Council in winter 2025, the Applicant submitted a largely complete and thorough Final Plan and Final Plat applications in April 2025. Since that time, the Applicant and Town staff have worked together to address outstanding issues and Preliminary Development Plan conditions of approval; and to ensure that all final documents are ready for adoption and approval by the Town.

The Minturn Municipal Code (MMC) requires review of the Final Plan, Final Subdivision Plat, and Subdivision Improvements Agreement (SIA) by the Town Council, while the Minturn Planning Commission is also charged with reviewing the Final Subdivision Plat document(s).

From a procedural standpoint, the Town Council is being asked to consider three ordinances on first reading - one for the Midtown Village Final Development Plan for PUD; one for the Midtown Village PUD Overlay Zoning; and another for the "Midtown Village PUD Subdivision Final Plat" - while the SIA will be presented for consideration along with a resolution during the *second* reading of the three ordinances.

In accordance with the requirements of the Minturn Municipal Code (MMC), the Minturn Planning Commission reviewed the Final Subdivision Plat on June 24, 2026, and **forwarded a recommendation for approval of that document.** A summary of the Planning Commission's review and recommendation is provided in Section II below.

Summary of Preliminary Plan Conditions of Approval – Applicant Responses

The Applicant has worked diligently with Town staff and Town consultants to address the conditions of approval that were attached to both the Preliminary Development Plan and the Preliminary Subdivision Plat. Below are the conditions and a response stating how the Applicant has addressed and resolved the conditions; or whether a condition is still outstanding.

Preliminary Plan Conditions of Approval:

(1) Work with the Town Attorney and Town Engineer to ensure that all sheets, easements, and other matters on the Final Pat and 100% civil engineering drawings are accurately and clearly labeled.

Staff Response:

Not completed/Outstanding. (See suggested Condition No. 1 page 19 of this report).

(2) Work with the Town Attorney and Planning Director to ensure that the PUD Guide contains only matters relating to land use, development standards, and zoning, and the PUD Narrative contains other matters relating to the prosecution of the development, including phasing, future subdivisions, allocation of water, and temporary uses. Many of these matters will also be reflected in the SIA.

Staff Response:
Complete.

(3) Work with the Town Attorney and Town Engineer on SIA to include final Engineer's Estimate of Probable Costs (EEOPC) for public improvements, security, restricting development of future of development at 22.5 SFEs until the Water Moratorium (Ordinance No. 2, Series 2023 as such may be amended) or other provisions in the Town Code allow for development in excess of this number, phasing of development, landscaping, additional permits, and other construction related matters.

Staff Response:
Complete or In Progress; to be presented with the SIA and associated resolution during the second reading of ordinance(s).

(4) Work with the Town Attorney on any recommended revisions to the Master Declaration of Covenants, Conditions, and Restrictions for the Midtown Village Homeowners Association.

Staff Response:
In Progress; staff working with the Applicant to finalize the Declaration of Covenants. To be completed prior to second reading of ordinance(s).

(5) Work with the Town Attorney on inclusionary housing policy, transfer covenants, and deed restrictions to ensure that these covenants and deed restrictions have appropriate priority and enforcement mechanisms.

Staff Response:
In Progress; staff working with the Applicant and the Valley Home Store to finalize the housing plan within the PUD Guide, covenants, and deed restrictions. To be completed prior to second reading of ordinance(s) and/or per timelines established by the Midtown Village PUD Subdivision Improvements Agreement.

(6) Work with the Town Attorney and Planning Director to resolve any of the outstanding matters from previous referral letters and applicant responses.

Staff Response:
Complete.

(7) Work with the Town Attorney and Planning Director to review and revise the Midtown Village PUD Housing Plan to identify opportunities to increase the number of price-capped, for-sale units; to lower the initial sales price for deed restricted, price-capped units from 200% AMI to a range between 120-140% AMI; and to include price appreciation caps for any deed restricted, pricecapped for-sale unit resales.

Staff Response:
Partially Complete, In Progress. Staff working with the Applicant and the Valley Home Store to finalize the deed restrictions inclusive of price appreciation caps. Applicant declined to increase number of price-capped units or commit to lowering AMI. To be completed prior to second reading of ordinance(s) and/or per timelines established by the Midtown Village PUD Subdivision Improvements Agreement.

(8) The section relating to alternative definition of SFEs in the PUD Narrative is deleted in its entirety.

Staff Response:
Complete.

(9) Language shall be added to the SIA requiring that Phases 3-5 comply with additional CDOT traffic studies as required by CDOT at the time of application.

Staff Response:
Complete.

Preliminary Plat Conditions of Approval:

(1) Work with the Town Attorney on language included on the plat (note 16) and the Subdivision Improvement Agreement (SIA) restricting development of future of development at 22.5 SFEs until the Water Moratorium (Ordinance No. 2, Series 2023 as such may be amended) or other provisions in the Town Code allow for development in excess of this number .

Staff Response:
Complete.

(2) Work with the Town Attorney and Town Engineer on the Certificate of Dedication and Ownership on the plat to accurately reflect all existing easements and those being dedicated to whom and for what purposes.

Staff Response:
Complete.

(3) Work with the Town Attorney and Town Engineer to ensure that all sheets, easements, and other matters on plat and civil plan drawings are accurately and clearly labeled.

Staff Response:
Complete.

(4) Revise plat note 16 and existing condition of approval so that the vested rights are explicitly subject to the availability of water pursuant to the Water Moratorium and provisions in the Town Code, as such may be amended and development is restricted to 22.5 SFEs of water service until the Water Moratorium (Ordinance No. 2, Series 2023 as such may be amended) or other provisions in the Town Code allow for development in excess of this number.

Staff Response:
Complete.

Summary of Outstanding Issues and Recommended Conditions of Approval

Town Engineer Outstanding Issues:
A crucial element of any Final Plan for PUD and Final Subdivision Plat approval process focuses on the review and approval of final, 100% construction level civil engineering drawings which should reflect and respond to conditions of Preliminary Plan/Plat approval (i.e., conditions requiring technical engineering, legal, and/or surveying revisions to PUD documents) and which then form the basis for final cost estimates (which will be collateralized) for public improvements necessary to support the PUD.

The Applicant has worked closely with Jeff Spanel and Intermountain Engineering, the Town Engineer, to various rounds of comments related to civil engineering drawings and proposed subdivision plat documents. The Town Engineer provided final comments on June 26, 2026, (attached). The Applicant met with Town staff to discuss the issues listed on the Town Engineer's comment letter. As a result of that meeting, staff and the Applicant agreed that the following items can be addressed at grading permit for the infrastructure installation.

- Construction Management Plan Updates needed as part of the Grading Permit.
- CDOT Notice to Proceed needed as part of the Grading Permit.
- CDOT Utility Permit needed as part of the Grading Permit.
- Approved CDPHE Storm Water Discharge Permit needed as part of the Grading Permit.

- Site specific grading plans for each building will be needed at time of Building Permit application.

Planning Department Outstanding Issues:
Staff, representatives of the Valley Home Store, the Town Attorney, and the Applicant have been working to finalize the Housing Plan and the associated Covenants and Deed Restriction language. While these documents are close to being completed, they will not be finalized in time for first reading. It is staff's hope to have them finalized in time for second reading. To address this, staff has included a suggested condition below.

Town Attorney Outstanding Issues:
The Applicant has been working closely with the Town Attorney to finalize the Declaration of Covenants for the Homeowner's Association. While these documents are close to being completed, they will not be finalized in time for first reading. It is staff's hope to have them finalized in time for second reading. To address this, staff has included a suggested condition below.

Staff believes several or most of these issues and details/corrections are minor in nature and/or can be addressed prior to second reading of the ordinance(s) or at grading permit. Based on the above outstanding issues and corrections needing to be made, staff recommends the following conditions:

Condition	The Applicant shall address all comments in the Town Engineer's letter dated June 26, 2026 prior to receiving approval for the grading permit needed to install infrastructure to serve the project.
Condition	The Applicant shall work with Town staff and representatives from the Valley Housing Store to finalize the Housing Plan and the associated covenants and deed restrictions prior to the issuance of site plan approval of any of the development tracts.
Condition	The Applicant shall work with the Town Attorney to resolve any outstanding comments on the Homeowner's Association Declarations prior to the recording of the Final Plat.

Summary of Staff Recommendation(s)

Based upon the review of the Final Plan for PUD and Final Subdivision Plat application(s), staff is **recommending:**

1. **Approval** of the Midtown Village Final Development Plan, with conditions.
2. **Approval** of the Midtown Village PUD Overlay Zoning.
3. **Approval** of the "Midtown Village PUD Final Subdivision Plat."

Report Organization
The remainder of this report briefly summarizes and addresses:

Section II	A summary of the Planning Commission's recommendations
Section III	Summary of PUD Process, Final Plan Review, and Code Requirements
Section IV	Zoning Analysis
Section V	Summary of Staff Findings - Final Plan and Final Plat Conformance
Section VI	Outstanding Issues
Section VII	Summary of Recommendations and Suggested Motions
Section VIII	Attachments

II. Summary of Planning Commission Review and Recommendation:

As outlined above in this report, the Minturn Municipal Code requires review of Final Subdivision Plats by the Minturn Planning Commission, while the Minturn Town Council is responsible for review of all Final Development Plan for PUD, Final Subdivision Plat, and Subdivision Improvements Agreement applications.

The Planning Commission reviewed the "Midtown Village PUD Final Subdivision Plat" (to create the proposed 5-tract and 2-residential lot mixed-use neighborhood) on June 24, 2026. Following a public hearing where the Commission **forwarded a recommendation for approval with no conditions** based on a determination that the plat conformed to the Preliminary Plat documents that were reviewed and ultimately approved by the Town in January 2025, as well as the Town's subdivision standards.

III. PUD Process and Code Requirements:

Planned Unit Development (PUD) Approval Process
As noted above, the Applicant is requesting review of a Final Development Plan for PUD and Final Subdivision Plat for a new PUD pursuant to Section 16-15-200 – *Final plan for PUD.* This is the third and final step in the review of the proposed PUD and is characterized as a highly technical review of final construction documents, detailed construction cost estimates, legal documents (plat, HOA documents, and SIA), and financial guarantees.

It is worth noting that Preliminary Plan for PUD review which occurred in the winter of 2025 was the stage of review when the Town reviewed detailed plans and reports, confirmed conformance with the Town's development standards and master plan

policies, and, ultimately, approved the PUD zoning with a list of conditions that the Applicant has worked with the Town to address during the final plan process.

Final Plan for PUD - Review Purpose and Criteria
Section 16-15-200 provides the following description of the Final Development Plan review purpose and process:

> *A final development plan for the PUD shall be reviewed pursuant to the* ***same standards applicable to a preliminary development plan for the PUD. The final development plan for the PUD shall be reviewed by the Town Council at a public hearing and shall be approved by ordinance****. Submission of the final development plan application should occur no more than two (2) years after the approval of the preliminary plan. An extension can be granted requiring a clear statement explaining the reason for an extension. Failure to do so will result in the plan proceeding through the preliminary plan process again for explanation and approval. Approval of the final development plan PUD zone shall be considered as satisfying the final development plan requirements of the Town PUD regulations and subdivision regulations."*

Section 16-15-140 – ***Preliminary development plan submittal requirements.***
As noted above, final plans are reviewed utilizing the same criteria and standards applicable to a Preliminary Plan for PUD review which are elaborated on in Section V - *Staff Analysis and Findings*, of this staff report.

IV. Zoning Analysis:

The Midtown Village Planned Unit Development (PUD) property is located within the "South Town Character Area." The property was previously zoned within the "Commercial Zone District;" however, upon approval of the PUD Preliminary Plan, the Midtown Village property is now zoned as the "Midtown Village PUD Overlay Zone District." As part of this review, Ordinance 09, Series 2026 should be approved to officially designate this.

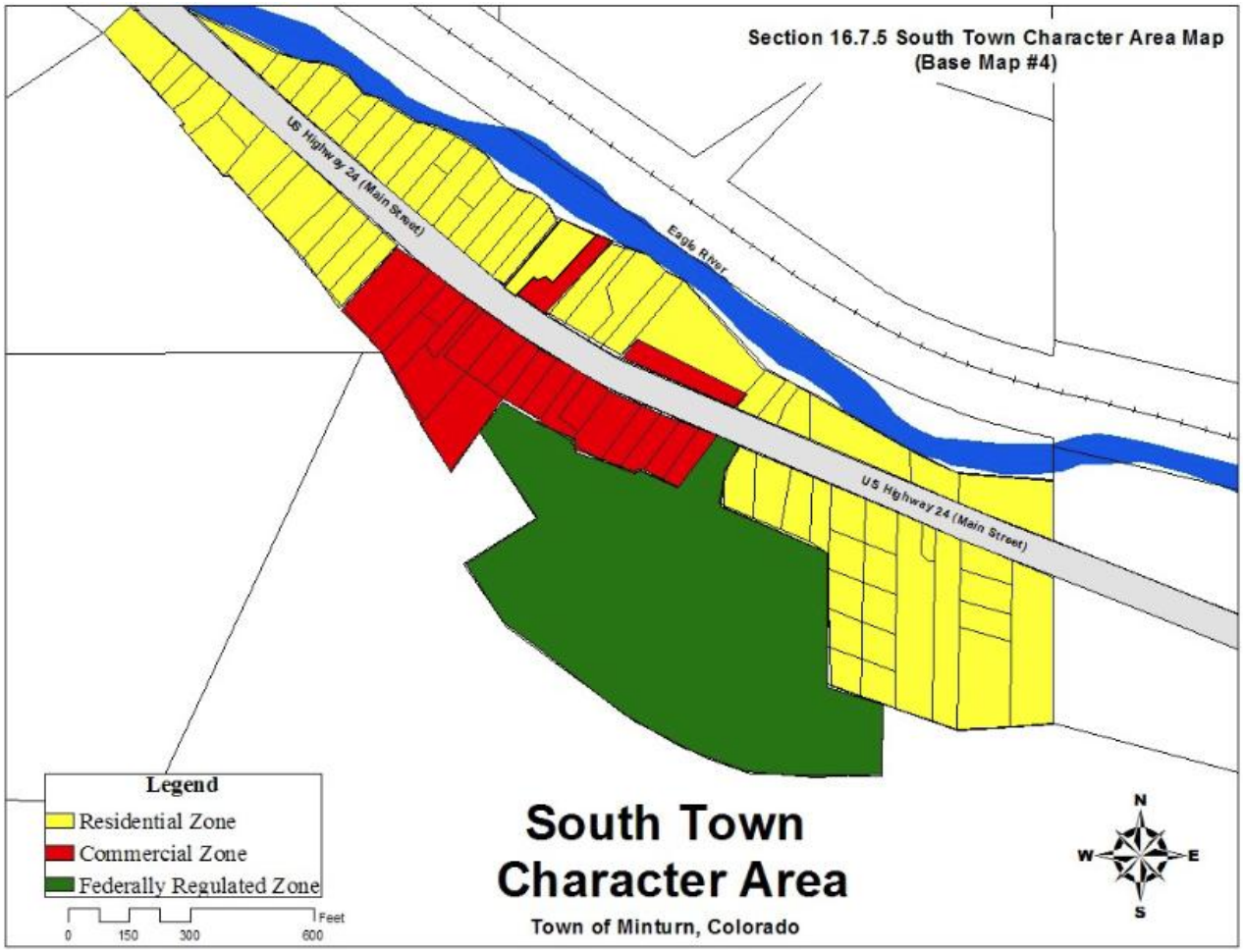


Figure 2: South Town Character Area Zoning Map

The following excerpts from the Minturn Municipal Code (MMC) provide background information regarding the South Town Character Area as well as the purpose of the Planned Unit Development (PUD) overlay zone district. Section 16-7-10 – *Character Area Characteristics* of the Minturn Municipal Code (MMC) describes the property located on the south side of Town as follows:

> *"South Town is characterized by larger and deeper lots than other urban areas found in the Town.* ***South Town is primarily residential with a few pockets of preexisting commercial.*** *South Town also includes federally regulated areas of the Holy Cross Ranger District. South Town U.S.F.S. property is in close proximity to town services, has good access and all utilities are available.* ***The intent of the Community Plan is that the South Town Character Area maintain the existing pocket of commercial use along Main Street;*** *however, high impact commercial uses are discouraged. The commercial areas should provide for low-impact commercial services and limited retail businesses that complement each other as to character, mass and scale, while minimizing impacts on nearby residential uses."*

Section 16-7-30 – *South Town Commercial Zone* of Minturn's Town Code provides the following general description of the site:

> *"The South Town Commercial Zone is bisected by Main Street or Highway 24 and is characterized by a mix of retail, service businesses and residential areas. The South Town Commercial Zone provides services to both residents and the passing motorist. The commercial development can grow but should not significantly impact the residential areas."*

The MMC provides further direction as to the Town's stated goals for redevelopment and future use of the railroad properties:

> *"The purpose of this area is to provide convenient commercial services to residents and motorists while minimizing the impact on nearby residential uses. South Town provides an area for commercial activities that are not easily accommodated in Old Town while maintaining the visual character and scale. An objective is to facilitate small business development and economic vitality with land uses that are compatible and supportive, such as retail, office, services and institutional uses."*

V. Summary of Staff Findings - Final Plan and Final Plat Conformance:

The following section outlines the evaluation criteria that the Town Council must consider in any action to approve, approve with conditions, deny, or table/continue the Midtown Village Final Development Plan for PUD and associated Final Subdivision Plat.

> **Note:** Pursuant to the Minturn Municipal Code, Final Development Plans for PUDs are to be reviewed in accordance with Preliminary Plan for PUD criteria and standards.

Final (Preliminary) Development Plan for PUD Evaluation Criteria:

1. *Final (Preliminary) development plan evaluation criteria:*

    a. *The resulting development will be consistent with the Community Plan and the proposed PUD reflects the character of the Town.*

    Staff Response/Finding:
    The Final Plan addresses and responds to a majority of the Community Plan goals. Further, the plans have not changed in any substantive way since the Town found the PUD in conformance with Preliminary Plan for PUD criteria and standards - specifically consistency with the Community Plan - in January 2025.

b. *The area around the development can be planned to be in substantial harmony with the proposed PUD.*

Staff Response/Finding:
The PUD has been planned and laid out to be harmonious with the surrounding neighborhood and the applicant has worked with the Town and service providers to address needed improvements to public infrastructure. The surrounding area is developed, and the project is considered "infill." The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in January 2025, other than to work through final (100%) construction details to address Preliminary Plan conditions of approval.

c. *The adjacent and nearby neighborhoods will not be detrimentally affected by the proposed PUD.*

Staff Response/Finding:
The Final Plan is an infill development that meshes well with the adjacent neighborhoods and was deemed to not be detrimental to the surrounding area during the approval of the Midtown Village Preliminary Development Plan for PUD. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in January 2025.

d. *The mass and scale of individual buildings and the overall density of the PUD shall be consistent in scale and character to avoid abrupt and/or severe differences with the surrounding area.*

Staff Response/Finding:
The Final Plan proposes lot standards and restrictions exceedingly similar to the Town's existing requirements, with the biggest difference or variation being proposed being the rear setback on Tract A. As ultimately determined by the Planning Commission and Town Council during their respective reviews of the Midtown Village Preliminary Development Plan for PUD in November 2024 and January 2025, the proposed variation is warranted. The plans and proposed development standards for the PUD have not changed in any substantive manner since the Preliminary Development Plan was approved in January 2025.

e. *The PUD can be completed within a reasonable period of time, which shall be determined prior to final approval of the PUD.*

Staff Response/Finding:

Staff believes the PUD can be completed within a reasonable time frame and the timing of infrastructure is planned to be completed in one phase. Final details - including review comments and recommendations from the Town Attorney - regarding phasing of infrastructure and the financial guarantees necessary to complete the project are being presented with the Final Plan, Final Subdivision Plat, and SIA with cost estimates and financial guarantees.

f. *The PUD provides for the appropriate treatment of the Eagle River corridor as a community recreational amenity and focal point.*

Staff Response/Finding:
The Midtown Village PUD does not border the Eagle River, or any body of water, however the approved PUD zoning and development standards include vastly improved drainage and stormwater management improvements within and outside of the PUD boundaries.

g. *The residents of the PUD have easy access to recreational amenities.*

Staff Response/Finding:
The PUD is situated at the base of the Martin Creek trailhead; is within walking, biking, or driving distance to several thousand acres of public lands and trails; and provides internal open spaces that can be used for open air active or passive recreation.

h. *Any increase in density proposed above what is permitted in the underlying zone shall be mitigated by increasing the land dedications to open space, recreational amenities or other public facilities and services.*

Staff Response/Finding:
The approved Preliminary Development Plan for PUD proposed density is in line with the surrounding South Town Character Area Commercial Zone District.

i. *Any proposed commercial or industrial development can be justified.*

Staff Response/Finding:
There is an existing commercial space in Phase 1 and a future 5,000 square foot commercial space in Phase 3.

j. *The streets are adequate to support the anticipated traffic, and the development will not overload the streets outside the planned area.*

Staff Response/Finding:

The PUD is proposing streets that are adequate to support the anticipated traffic, and CDOT has issued access permits for the project.

k. Proposed utility and drainage facilities are adequate for the population densities and type of development proposed.

Staff Response/Finding:
The Final Development Plans and Final Subdivision Plat documents have been thoroughly reviewed to ensure that utility and drainage plans and facilities are properly planned, scaled, and engineered for the proposed type and number of buildings and people who will occupy the PUD. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in January 2025.

l. Residential density and intensity of other uses shall be limited as required by the Town Council, upon consideration of the Community Plan, the Official Zone District Map and the specific characteristics of the subject land.

Staff Response/Finding:
Staff believes that the proposed density and intensity of use conforms to the Community Plan; is similar to the surrounding uses as shown on the Official Zone District Map; and is appropriate for this location as an infill project served by existing infrastructure and transit. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in January 2025.

m. A favorable finding is made on the environmental assessment or environmental impact report.

Staff Response/Finding:
An environmental assessment was provided and reviewed with the Midtown Village Preliminary Development Plan for PUD application. The assessment – which includes geotechnical, soils, and hazard analyses - was reviewed by the Town staff and consultant team during the Preliminary Plan review and was found to be in general conformance with the Town's standards. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in January 2025.

n. The preliminary plan for PUD shall comply with the following open space and recreation standards:

i. A minimum of twenty-five percent (25%) of the gross land area shall be reserved for common recreation and usable open space.

Parking areas, street rights-of-way and minimum yard setbacks shall not be counted when determining usable open space. Water bodies, lands within critical wildlife habitat, riparian ecosystems and one-hundred-year floodplains that are preserved as open space shall count towards this minimum standard, even when they are not usable by or accessible to the residents of the PUD.

ii. *All common open space and recreational facilities shall be shown on the preliminary plan for PUD and shall be constructed and fully improved according to the development schedule established for each development phase.*

iii. *All privately owned common open space shall continue to conform to its intended use, as approved in the preliminary plan. To ensure that all the common open space identified in the preliminary plan will be used as common open space, restrictions and/or covenants shall be placed in each deed to ensure their maintenance and to prohibit the division of any common open space.*

Staff Response/Finding:

The Final Plan indicates that areas within the PUD will be provided with internal sidewalks, open spaces and usable park areas. The open space exceeds the minimum percentage recommended in the Minturn Municipal Code. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in January 2025.

Final Plat:

Section 17-6-30 - *Final Subdivision Plat; Town Council review*, of the Minturn Municipal Code outlines the following standards or criteria for the Town Council's review of the Final Plat:

"Subsequent to the Planning Commission's determination that the final subdivision plat meets the requirements for approval, the proper signatures shall be affixed to the plat. At a public hearing, the Town Council shall review the plat and proposed subdivision agreement, which shall include any legal, financial or other agreements between the subdivider and the Town. Public notice shall be given at least ten (10) days in advance of such hearing. Upon approval of such plat and agreement, the Town Council shall enact an ordinance authorizing Town Council certification of the plat accepting any dedications shown thereon. The Town Council shall also authorize the staff to draft a subdivision agreement, which shall include any legal, financial or other agreements between the subdivider and the Town and which shall include such conditions as the Town Council finds necessary to ensure that the proposed subdivision complies with the Town's regulations, goals, policies and plans. The plat and subdivision agreement shall be recorded with the County Clerk and Recorder within thirty (30) days of Town Council certification. If the proposal is denied,

the Town Council shall state the specific reasons for denial based on standards found herein."

Staff Response:
Staff suggests that the Final Plat conforms to the purpose and intent of Chapter 17, Subdivisions, as well as the specific, technical plat requirements and that the plat meets the Town's requirements for approval. Review of the plats has gone hand in hand with review of the Final Development Plan for PUD wherein the Town, its consultants, and external referral agencies have provided comments and recommendations that have been incorporated into the final plans for the development.

VII. Staff Recommendations and Suggested Conditions:

Final Analysis and Staff Recommendation:
Staff believes the Midtown Village Final Development Plan for PUD **conforms** with a preponderance of Town goals and policies and complies with applicable standards for approval of a Final Plan for PUD. Likewise, the subdivision plat submitted to create the Midtown Village PUD Subdivision, also **comply** or, with conditions, can be made to fully comply, with the Town's subdivision regulations and legal requirements.

Therefore, staff strongly recommends that any approval of the Midtown Village Final Development Plan for PUD and/or associated Final Subdivision Plat be conditioned (see below).

Staff is recommending approval of the Midtown Village Final Development Plan for PUD, the Midtown Village PUD Overlay Zoning, and the Midtown Village PUD Subdivision Final Plat, with conditions.

The following suggested conditions for the ordinance needed for final Plan approval are provided in the event the Town Council takes action to approve the Final Development Plan and/or associated Final Subdivision Plat for the PUD and Zoning for the PUD.

Please note: the ordinances are presented in numerical order.

Suggested Motions - Alternatives:
The Town Council is being asked to consider three ordinances - Ordinance No. 07, Series 2026: Ordinance No. 08, Series 2026; and Ordinance No. 09, Series 2026 on first reading.

Staff recommends conditions of approval for Ordinance No. 07, Series 2026. Staff suggests that these suggested conditions reflect minor issues that can either be

addressed prior to any second reading of the ordinances or prior to construction and securitization.

The following suggested motion language is offered to assist the Town Council:

Ordinance 07 - Series 2026: Midtown Village Final Plan Development Plan for PUD:

Approval:
"I move the Minturn Town Council approve Ordinance 07 - Series 2026: Midtown Village Final Development Plan for PUD, on first reading because the Final Development Plan conforms to the applicable criteria and standards of the Minturn Municipal Code and the Minturn Community Plan."

Approval with Conditions:
"I move the Minturn Town Council approve, with conditions, Ordinance 07 - Series 2026: Midtown Village Final Development Plan for PUD on first reading, because the Final Plan conforms, as conditioned, to the applicable criteria and standards of the Minturn Municipal Code and the Minturn Community Plan."

1. The Applicant shall address the Town Engineer's comments in the letter dated June 26, 2026 prior to or concurrent with grading permit application.
2. The Applicant shall work with Town staff and representatives from the Valley Housing Store to finalize the Housing Plan and the associated covenants and deed restrictions prior to the issuance of site plan approval of any of the development tracts.
3. The Applicant shall work with the Town Attorney to resolve any outstanding comments on the Homeowner's Association Declarations prior to the recording of the Final Plat.

Denial:
"I move the Minturn Town Council to Deny Ordinance 07 - Series 2026: Midtown Village Final Development Plan for PUD, because the Final Plan does not conform to the applicable criteria and standards of the Minturn Municipal Code and the Minturn Community Plan."

Continuance:
"I move the Minturn Town Council to continue Ordinance 07 - Series 2026: Midtown Village Final Development Plan for PUD to [a date certain]."

Ordinance 08 - Series 2026, Midtown Village PUD Subdivision Final Plat:

Approval:
"I move the Minturn Town Council Approve Ordinance 08 - Series 2026, Midtown Village PUD Subdivision Final Plat on first reading because the Final Subdivision Plat

conforms to the Preliminary Plat, as well as applicable criteria and standards of the Minturn Municipal Code."

Approval with Conditions:
"I move the Minturn Town Council Approve, with conditions, Ordinance 08 - Series 2026, Midtown Village PUD Subdivision Final Plat, on first reading, because the Final Subdivision Plat conforms to the Preliminary Plat, as conditioned, and to the applicable criteria and standards of the Minturn Municipal Code:

Denial:
"I move the Minturn Town Council to deny Ordinance 08 - Series 2026, Midtown Village PUD Final Subdivision Plat, because the Final Subdivision Plat does not conform to the Preliminary Plat and/or applicable criteria and standards of the Minturn Municipal Code."

Continuance:
"I move the Minturn Town Council to continue Ordinance 08 - Series 2026, Midtown Village PUD Final Subdivision Plat to [a date certain]."

Ordinance 09 - Series 2026, Midtown Village PUD Overlay Zoning:

Approval:
"I move the Minturn Town Council Approve Ordinance 09 - Series 2026, Midtown Village PUD Overlay Zoning, on first reading because the zoning complies with the applicable criteria and standards of the Minturn Municipal Code."

Denial:
"I move the Minturn Town Council to deny Ordinance 09 - Series 2026, Midtown Village PUD Overlay Zoning, because the zoning does not conform to the applicable criteria and standards of the Minturn Municipal Code."

Continuance:
"I move the Minturn Town Council to continue Ordinance 09 - Series 2026, Midtown Village PUD Overlay Zoning to [a date certain]."

VIII. Attachments:

A. Review Letter by Town Engineer Dated June 26, 2026
B. Final Midtown Village Application (PUD Guide, CC&Rs, Reports & Final Plat)
C. Ordinance No. 07, Series 2026
D. Ordinance No. 08, Series 2026
E. Ordinance No. 09, Series 2026

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors

June 26, 2026

Ms. Madison Harris
Town of Minturn
PO Box 309
Minturn CO 81645
Via email: planner1@minturn.org

RE: Midtown Village
Final Plan Resubmittal Review
Project No. 21-0079

Dear Madison:

We reviewed the resubmitted Final PUD Plans for Midtown Village and met to discuss concerns with the Applicant. The primary documents reviewed include sheets 32, 33, 34, 35 and 42 of "*Midtown Village Final PUD*" ("Plans"), prepared by Midwestern Consulting, revised March 3, 2026. Additional documents reviewed are identified in the body of this report.

Our review compares the submitted engineering documents to the requirements of *Section 16-15-200; Appendix C – Engineering Standards;* and 17-6-40 of the Minturn Municipal Code (MMC).

General:

1. **Construction Management Plan:** There are several items which will need to be included in the Grading Permit:
    a. Materials testing requirements.
    b. Requirements for inspection by the Engineer of Record.
    c. Requirements for As-Constructed plans.
    d. Any additional requirements specific to the Grading permit.

Traffic Study: McDowell Engineering LLC prepared the April 12, 2021 (revised October 23, 2023) "*Auxiliary Turn Lane Assessment Transportation Impact Study for Midtown Village"* included in the submittal.

1. **CDOT Notice to Proceed:**
    a. Written confirmation from CDOT that the conditions of the Notice to Proceed have been satisfied must be a part of the application for a Grading Permit.

Grading & drainage plans:

1. An approved Colorado Department of Public Health and Environment (CDPHE) Storm Water Discharge Permit (SWDP) shall be included as part of the application for a Grading Permit.
2. The grading plans are overall plans and demonstrate the general intent of the drainage design.

3. Prior to the issuance of a Building Permit, a site specific grading plan for each building will be required and the Engineer of Record shall provide assurance the grading around each building will comply with the requirements of Section 1804.4 – Site Grading of the International Building Code (IBC).

Domestic water & sanitary sewer plans:

1. **Water Distribution:**
   a. Water design comments have been addressed.
2. **Sanitary Sewer:**
   a. ERWSD plan approval has been provided.
3. **CDOT Utility Permit:**
   a. An approved CDOT Utility Permit shall be included as part of the application for a Grading Permit.

Phasing:

1. **Engineers Opinion of Probable Cost (EOPC):**
   An EOPC for required improvements prepared February 2026, by Midwestern Consultants has been included in the submittal The estimate is separated into Phase 1 and Future Phase Improvements.
   a. The EOPC is the basis for the Public Improvements Guarantees of the Planned Unit Development Agreement. The format of requests to release or adjust surety must match the Pay Items and Units of the EOPC.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. Inter-Mountain Engineering is not responsible for the accuracy and adequacy of the design, dimensions or elevations and assumes no responsibility for the completeness and/or accuracy of the submittal. 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.

Sincerely,
Inter-Mountain Engineering (Town Engineer)

Jeffery M. Spanel PE

CC: Michael Sawyer, Scot Hunn, Rob Gutierrez, Michael Martinez

4/1/2025

MIDTOWN VILLAGE

FINAL PUD PLAN APPLICATION

SECTION 1 – GENERAL INFORMATION

PROPERTY OWNER	MIDTOWN LOFTS, LLC
APPLICANT	MIDTOWN LOFTS, LLC
OWNERS REPRESENTATIVE	JEFF ARMISTEAD – 10TH MOUNTAIN BUILDERS PO BOX 955 MINTURN, CO 81645 JAFAMILYMAN@GMAIL.COM 970-471-0618
CIVIL ENGINEERING	ROB WAGNER – MIDWESTERN CONSULTING 318 PLAZA DRIVE ANN ARBOR, MI 48108 734-995-0200
ARCHITECT	TODD HALLET – TK DESIGNS 26030 PONTIAC TRAIL, SOUTH LYON, MI 48178 248-446-1960
SURVEYOR	SAM ECKER - GORE RANGE SURVEYING 5129 LONGSUN LANE AVON, CO 81620 970-479-8698
TRAFFIC ENGINEER	KARI MCDOWELL / GREG SCHROEDER – MCDOWELL ENGINEERING PO BOX 4259 EAGLE, CO 81631
ENVIRONMENTAL ENGINEER	KUMAR AND ASSOCIATES 240 ANNIE ROAD PO DRAWER 1887 SILVERTHORNE, CO 80498 970-468-1989

SECTION 2 – APPLICATION

APPLICANT:	ADDRESS:		SIGNATURE:
MIDTOWN LOFTS LLC	PO Box 955		
	Minturn, CO 81645-0955		NAME: JEFF ARMISTEAD
	PHONE: 970-471-0618	FAX:	
	EMAIL: jafamilyman@gmail.com		TITLE: JEFF ARMISTEAD
OWNER(S) OF RECORD:	ADDRESS:		SIGNATURE:
MIDTOWN LOFTS LLC	PO Box 955		
	Minturn, CO 81645-0955		NAME:
	PHONE:970-471-0618	FAX:	
	EMAIL: jafamilyman@gmail.com		TITLE:
DEVELOPER:	ADDRESS:		CONTACT PERSON:
MIDTOWN LOFTS LLC	PO Box 955		JEFF ARMISTEAD
	Minturn, CO 81645-0955		
	PHONE:970-471-0618	FAX:	
	EMAIL: jafamilyman@gmail.com		
ENGINEERING FIRM:	ADDRESS:		CONTACT PERSON:
MIDWESTERN CONSULTING	3815 Plaza Drive		ROB WAGNER
	Ann Arbor, MI 48108		
	PHONE:734-995-0200	FAX:	
	EMAIL: info@midwesternconsulting.com		

Presubmittal Date	Presubmittal Planner:
Parcel ID Number	2103-351-01-096
Address or Intersection	947 MAIN STREET
Brief Legal Description	
Subdivision Name & Filing #	
Project Description	

	Existing	Proposed:
Zoning:		
Land Use:		
Total Acres:		
F.A.R./Density:		
Project Name:		
Related Case #'s:		

CASE TYPE

	PUD CDP: Concept Dev.		PP: Prelim. Subdivision Plat		DRB - P: Des. Rev. Bd.		A-FP: Fence Permit
	PUD PDP: Prelim. Dev. Plan	X	FP: Final Subdivision Plat		DRB - F: Des. Rev. Bd. Final		A-MOD: Modification/Add
X	PUD FDP: Final Dev. Plan		MS: Minor Subdivision		ADM: Admin. Des. Review		A-MIN: Minor Ext. Mod.
	PUD ASP: Admin. Site Plan		ASR: Admin. Subdivision		A-SIGN: Admin. Sign		ANNEX: Annexation
	PUD FDP A: Amendment		V: Vacation of Easement		A-DIG: Admin. Dig Permit		TU: Temporary Use
	LU-V: Land Use - Variance		R.O.W. Vacation		A-DEMO: Admin. Demo		CU: Conditional Use
	NU -V: Non Use - Variance		REZ -Rezoning -Straight		A-LTD: Admin. Limited Use		APPLS: Appeals

This section for OFFICE USE ONLY

Case No:	Case Mgr.		Case Eng.		
Fees Paid	Y N	$		Dates Referred Out	
Dates to be Returned				Planning Comm Date:	

This development application shall be accompanied with the applicable fee and shall not be considered valid until the total application fee is received. If the application type requires a deposit, minimum deposit balances must be maintained or replenished upon notice by the Town. Submittal of this application does not mean you will receive automatic approval, nor does it establish a vested property right in accordance with C.R.S. 24-68-105(1). Further processing and review of this application may require additional information, and/or meetings, as outlined in the Town of Minturn Zoning and Development Code

SECTION 3 – PROJECT NARRATIVE

INTENTION STATEMENT – Midtown Village aims to compliment the other residential properties and businesses in the South Town Commercial Zone by investing in affordable, deed restricted local housing solutions along with new commercial, civic and governmental spaces while respecting the historical uses of the South Town Commercial Zone.

Located in the 900 Block of the South Town Commercial Zone, this parcel is one of the last "infill" areas within the town that is appropriate for higher density redevelopment due to the established historical mixed uses. Although the existing Zoning allows for all of the proposed uses, this PUD proposes higher densities of smaller single-family homes than the existing code provides mixed with multi-family units and commercial space. This PUD provides the flexibility to offer these diverse housing types and mixed uses while maintaining the general intentions of the existing municipal code elements.

Midtown Village proposes to utilize the PUD Overlay zoning provision per Section 16-15-10 to combine a group of contiguous properties/addresses (947, 961, 981, 985 & 987 Main Street) into 5 new Tracts (A – E) and revive this section of town into a thriving micro community. The project exceeds the goals of the 2019 Housing Action Plan by providing over 50% of the proposed (42) units to be Deed Restricted for the local workforce. The Subject properties are located in a part of town that was historically an extension of the commercial core of downtown with more of an emphasis on light industrial uses and coexisted alongside a wide mixture of residential housing types including single family, mobile homes, apartments above commercial spaces and smaller homes, which would be considered "tiny homes" by today's standards. This Zone was home to the Lucero's Gas Station, Alpine Glass headquarters, Johnnie's Gardens, Quintana Excavating Company, the Battle Mountain Trading Post and is still home to RMR Adventure Rentals and the adjacent commercial strip of businesses that includes Sibley Plumbing, Mountain Woodworking, Eagle Valley Electric, Weston Snowboards and Holt Hammer Cycles the Barbershop, and a new Aerial Yoga Barn performance studio.

CURRENT USES - The existing site contains a fully occupied 3000 sf commercial building with 3 apartments above, 4 single family homes, 2 mobile homes, 1 light industrial garage/shop and a large portion of vacant land that housed 9 mobile homes (removed in 2019).

PROPOSED USES - It is the intention of the Midtown Village development team to build 100% of the PUD with no involvement of outside builders or General Contractors. All construction financing will be provided by Midtown Lofts LLC and construction administration provided by 10th Mountain Builders, LLC. The PUD Guide for Midtown Village will use existing municipal code to address bulk, mass, form, scale and densities while also focusing on providing over 50% of the project to be Deed Restricted housing for our local workforce. This is a significant investment in local housing opportunities, paths to first time ownership and more up valley rental units that are close to the job market.

OWNERSHIP

A Homeowners Association is proposed to manage the entire PUD to govern their respective public and private elements. The developer proposes to maintain ownership of the existing commercial building and the 16 Unit apartment building. The (10) Single Family Homes and (10) Townhomes are "For Sale" units.

ECONOMIC DATA FOR COMMERCIAL / INDUSTRIAL ELEMENTS

There are (2) Commercial components to this PUD: #1 is an existing commercial building that is being completely remodeled on the interior and exterior. #2 is a new commercial building that is proposed to be either a new Fire Station or main level commercial use with 2nd level residential use. The existing commercial space carries a long-term lease with SteamMaster, who is a "service based" local business and does not generate any sales tax for the Town of Minturn. Both uses are consistent with historical uses in this zone district.

PRELIMINARY ENVIRONMENTAL ASSESSMENT

A Phase 1 AND Phase 2 Environmental Site Assessment (ESA) was conducted in 2015 in conformance with the scope and limitations of ASTM Practice E1527-13 by Braun Environmental, Inc. 355 S Teller St STE 200, Lakewood, CO 80226 (Paper copy available upon request) **No negative environmental impacts were found on the subject property**

FIRE / EMERGENCY SERVICES

Ability To Serve Letters are provided from Eagle River Fire, Eagle County Paramedic Services and Eagle County Sheriff

PHASING PLAN

PHASE 1

16 Unit Apartment Building on Tact A and (2) Cottage Lots on Tract B

Upgrade the existing Infrastructure within the entire site. This would include removal of overhead Xcel Power lines and provide direct buried power services, new water and sewer main and service lines, new gas service lines, curb, gutter and sidewalk amenities within the site and integrated with existing sidewalk and curb at US HWY 24 / Main Street along with a mix of snow melted asphalt and concrete paving sections throughout. CDOT Access points are proposed to be reduced from 2 to 1 with an Emergency Services, break-away access gate at the south side of the property.

Construction of a 2.5 Story (16) unit Apartment building adjacent to the existing commercial building. The pre-existing commercial building is currently undergoing a major interior and exterior renovation. A garden level parking garage is proposed under the (16) unit apartment building.

Construction of (2) small cottages

PHASE 2

(8) (Resident Occupied Deed Restricted) Micro Homes on Tract C

PHASE 3

(10 Units)Townhomes & ERFPD Fire Station or New Commercial Building

Construction of (2) Residential Townhome Buildings consisting of (5) Residential Units per building

Construction of approximately 3000 sf Commercial Building that would be situated parallel to US HWY 24 with "build to suit" commercial space on grade level and (3) units of residential above on 2nd floor. Initial use is proposed to be a new fire station for Eagle River Fire Protection District. The Lofts are proposed to be rental units

SECTION 4 – CODE COMPLIANCE

RELATION TO THE SURROUNDING CHARACTER AREA AND COMMUNITY PLAN

MIDTOWN VILLAGE aims to continue to utilize the property in the same manner as it has been used for generations but also, to use forward thinking planning and design principles, architecture and creative engineering to achieve the community goals set out below.

SECTION 4 - CODE COMPLIANCE

SEC. 16-15-10. - PURPOSE & GENERAL PROVISIONS

The purpose of the Planned Unit Development (PUD) Overlay Zone District is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of this Code and the Community Plan. An applicant for a PUD must demonstrate that departure from existing ordinances is warranted and that the proposed PUD significantly contributes to the following:

1. Provides for new technology and promotes innovative and efficient land use patterns;

MIDTOWN VILLAGE introduces a much smaller than average housing type that is referred to as the Micro Home. The idea was borrowed from the small cluster of homes south of town that were constructed in the mid-1960's for Eagle County School Teacher Housing. These units range in size from 600-750 Square Feet. This concept allows a pathway to homeownership in Minturn for under $600,000

The16 Unit Apartment Building is designed to accomplish a 100% energy offset by employing a 185 KvA rooftop solar array. This array will power all of the general site lighting, heating sources (Mini-Split Heat pumps) and all cooking/laundry are also electric.

2. Permits the integration of land uses and contributes to trails and pedestrian circulation; The historical nature of this property is an integration of many diverse land uses. The project expands on the existing use by providing (7) different types of housing units as well as warehouse and commercial / civic space. The property will also provide an internal network of new sidewalks and trails that will connect not only directly to the new HWY24 Sidewalk project, but it will extend the existing sidewalk, which ends at 997 Main Street, all the way to 1041 Main Street. The proposed internal trail system will safely provide direct access for kids and families to Martin Creek / National Forest open space without going near HWY 24.

3. Preserves valued environments and natural resources and achieves a more desirable environment; The property backs up directly to National Forest land and Martin Creek open space and MIDTOWN VILLAGE makes access to these spaces safer and easier to navigate than the existing condition of the property. Many of the mobile homes, abandoned

vehicles and commercial equipment storage that spanned this property were a nuisance and this project aims to provide a cleaner, safer and more beautiful complement to the natural surroundings.

4. Maintains or improves air and water quality; This site was used for heavy industrial purposes over the last 60 years with practically zero grass or green spaces on any portion of the land. The proposed redevelopment of this property would add almost 40,000 square feet of green space which would provide better stormwater filtration, reduce CO2 and increase O2.

5. Provides for a wide range of housing opportunities; This PUD offers (7) different housing types. The units range from 650 sf to 1500 sf. (20) units will be offered as "For Sale" housing and (22) of the units will be offered as "For Rent". (27) of the 39 units (69% of Total) are offered as RO Deed Restricted to Local Workforce. This exceeds the current goals of the Community Plan and the pertinent Housing ordinance. (4) of the future "For Sale" units *(10% of Total)* will also meet or exceed the 200% AMI Price Cap Deed Restriction requirement.

6. Improves the overall design character and quality of new development; All aspects of Architecture, Design Details and Landscaping is controlled by the MIDTOWN VILLAGE team. Therefore, there will not be any aspects of design character or quality that will be left to any outside party and everything will be shown and discussed during the PUD approval process.

7. Permits the integration rather than separation of uses, so that necessary facilities are conveniently located in relation to each other; The proposed commercial building is situated at the entrance to the project and conveniently located on HWY24 to invite local traffic. The rental units are situated on the far, south side of the existing commercial building, which acts as a buffer between the single family home cluster to the North. Uses are deliberately "clustered" into areas that are unique and complimentary to each other.

8. Establishes land use patterns that promote and expand opportunities for public transportation and trails and for safe, efficient, compact street and utility networks that lower development and maintenance costs and conserve energy; There is an existing ECO Transit Bus Stop at the entrance to the project and a new covered shelter is proposed to be constructed by the developer as a community amenity. A new rustic pedestrian walking trail is also proposed to safely connect Martin Creek open space to HWY 24 sidewalk.

9. Preserves valued environmental, historic or mineral resource lands and avoids development in natural hazard areas; The site does not contain any historic or natural hazard areas. It is comprised mostly of noxious weeds and impervious surfaces. The addition of significant green vegetation, shrubs, trees etc. throughout the site preserves and enhances the natural environment.

10. Maintains and enhances surface and ground water quality and quantity; The addition of a system of curb and gutter along with the engineered stormwater plan ensures that the quality and quantity of surface and groundwater will be greatly improved from the existing condition. Employment of Drought Tolerant plants and Xeriscaped common areas also preserve and promote "waterwise" practices.

11. Provides applicants the opportunity to contribute to the Town's multi-use trail system; to provide and maintain access to public lands and rivers; As mentioned above, the rustic walking trail will connect residents and the community directly to Martin Creek open space and, in turn, direct access to the National Forest. The project is also only .2 miles from the Boneyard Open Space and access to the Eagle River.

12. Establishes incentives for applicants to encourage the provision of long-term affordable housing; This PUD proposes that (27) or 69% of the 39 units to be Deed Restricted to local workforce. This includes (4) of the "For Sale" units to be Price Capped at 200% of AMI or below. This exceeds any current zoning requirements and is an example of the developer's voluntary commitment to help offset the current housing shortage in the valley.

13. Is consistent with the purposes and goals of the Community Plan and these Land Use Regulations. Midtown Village realizes not only the current goals of the plan, but it also provides for future goals by offering affordable housing opportunities while preserving the Commercial integrity of this Zone district.

SECTION 5 – SEC. 16-15-70. - GENERAL STANDARDS.

The following standards and requirements shall govern the acceptability of a PUD application:

1. **The PUD shall be consistent with the intent of the Community Plan and the policies therein, shall be compatible with the Character Area and with the surrounding land uses and shall not detrimentally affect adjacent or nearby properties.**

Midtown Village not only meets the intentions of the 2009 Master Community Plan for Minturn, but exceeds many of the goals described. The diverse housing types specifically address:
-Allow a variety of lot sizes *(small and large lot) as appropriate to specific*
-Green and Sustainable Practices *are also addressed through the large PV Solar array that is designed for the rooftop of the multifamily apartment building.*
-Green building guidelines that address energy and resource efficiency, indoor air quality and on-site energy generation *The best example of which is addressed through the Mechanical / Electrical engineering of the 16 Unit Apartment Building which results in a 100% energy offset. The building proposes 100% Electric powered appliances and heating/cooling systems, 100% LED fixtures for the interiors of the residential apartments as well as the common areas, hallways and exterior site lighting.*

-Enhance the Town's Status as a Walkable and Bikeable Community *The internal rustic walking trail provides the safe transit from US HWY 24 and the Martin Creek USFS public lands and trailhead. Also, the ECOBUS stop is adjacent to the site which provides a greater opportunity for the larger public community to safely access Martin Creek open space. This supports and promotes* ***the expansion of public transit service to outlying communities***
Promote redevelopment areas as mixed-use centers

-Promote Affordable Housing *Promote the development of housing opportunities for all income levels throughout all areas of town. Allow a variety of lot sizes (small and large lot) as appropriate to specific areas. Develop an affordable housing program, to include housing assistance for town employees, qualified town residents and other eligible Eagle County employees.*
-Implement streetscape improvements with pedestrian-scale site elements including sidewalks, paving, signage, lighting and site furnishings
-Encourage the development of flexible space in commercial areas
-Protect and Promote USFS lands as a Community Asset (NRS 2.1)
Maintain and improve access to public lands

2. The PUD shall provide for the appropriate treatment of the Eagle River corridor as a community recreational amenity and focal point.

The site is adjacent to a crosswalk that allows safe pedestrian passage to the river side of HWY24 and the ECOBUS stop.

3. The design and construction of the PUD shall include adequate, safe and convenient arrangements for pedestrian and vehicular circulation, off-street parking and loading space with access adequate to support the anticipated traffic, on- and off-site, including emergency and utility vehicles. Trails and sidewalks shall be provided to form a logical, safe and convenient system for pedestrian access to dwelling units and common areas, with appropriate connections off-site.

All onsite parking spaces are provided per existing town code for all proposed uses. No variations requested

4. The PUD shall be subject to such setbacks, lot widths and space between buildings as necessary to provide adequate access and fire protection, to ensure proper ventilation, sunlight, air and snow melt between buildings, and to ensure that the PUD is compatible with other developments in the area.

All buildings, building envelopes proposed are in compliance with current IBC, IRC and IFC codes. The 5' rear setback proposed for the 16 unit apartment building is a variation but that setback is adjacent to the USFS open space which has no buildings nor is it likely to ever have developed structures that would impact the variation.

5. The applicant shall demonstrate that the development proposed will be provided with adequate facilities for water supply (domestic and irrigation), sewage disposal, solid waste disposal, electrical supply and roads, and will be conveniently located in relation to schools, police, fire and emergency medical services or make payment in lieu of such facilities.

WATER

MIDTOWN VILLAGE anticipates that 100% of the domestic water will be supplied by the Town's system and 100% of the sanitary sewer service would be provided by Eagle River Water and Sanitation Department. The site will provide a new "looped" water main that will service all phases of the PUD. It is anticipated that the 1st Phase of the development can be fully supported by the number of "historic" SFE's that exist with the property (22.5). Future phases of the project, when additional water resources become available, will require that the developer purchase an additional 20+ water taps plus another commercial tap for the Fire Station / Commercial building (size TBD, but anticipated to be 3-6")

SEWER

A section of the sanitary sewer main is proposed to be upgraded and realigned into a new easement that meets Eagle River Water and Sanitation District current rules and regulations. The Midtown Village team has worked extensively with ERWSD staff engineers to collaborate on the civil design details related to the proposed sewer plans and has provided an Ability to Serve letter anticipating full buildout of all phases.

UTILITY INFRASTRUCTURE

100% of the overhead electric power lines (Xcel Energy) are proposed to be buried as part of a new underground distribution design which will dramatically improve the look of this property from its current and historic use. The developer has already removed many of the old overhead distribution poles that serviced the mobile home trailers that previously littered the property. A 1.25" Natural Gas Main already exists inside the property boundary and Xcel engineers have deemed that line to be sufficient to serve any future needs for the full buildout of all phases.

6. The PUD will be evaluated in terms of its proximity to commercial, recreational and educational facilities conveniently located to residential housing

Midtown Village is already in a historically "Mixed Use" zone with a diverse mix of residential homes, mobile homes and businesses coexisting side by side for many decades.

7. The PUD should provide a wide range of housing opportunities and other buildings that promote design continuity with the existing community and design continuity in type, size and layout of buildings.

Midtown Village provides a diverse array of housing types (Deed Restricted apartments, Micro-Homes, Cottages, Townhomes and Commercial Buildings) As mentioned above, homes and business have coexisted side-by-side for many decades in this part of town. Midtown Village is merely an extension of this historic use.

8. Maximum height of structures shall be established by the approved PUD plan

Midtown Village does not propose any variation from current town code related to building height. All proposed buildings, structures are 28' Maximum as specified in the Midtown Village PUD Guide

9. The PUD should provide storage for snow removed from the internal street network, from sidewalks and from off-street parking areas.

Streets, snow storage areas and proposed snow melt areas are provided to town standards and will be maintained by the Master Association.

10. Open space for the PUD shall be planned to produce maximum usefulness to the residents of the development for purposes of recreation and scenery and to produce a feeling of openness

Midtown Village is unique due to the fact that is shares it's southern property boundary with USFS Martin Creek open Space. The site also offers public community gathering spaces and opportunities for play areas with playground equipment.

11. The mass and scale of individual buildings and the overall density of the PUD shall be consistent in scale and character to avoid abrupt and/or severe differences

All of the proposed buildings are appropriate and similar to historical uses in this zone district.

12. Any increase in density proposed above that which is permitted in the underlying zone shall be mitigated by increasing the land dedications to open space and/or recreational amenities and subsequent impact on public facilities.

Per the 2030 Future Land Use Map (2009), the proposed density of Midtown Village at full buildout is defined as Medium Density Residential (MDR -10-20 Dwelling units per acre) This MDR designation seems to fit the historical uses of this property given the fact that this Zone district was home to many trailer / mobile homes per lot and shared driveways between 25' wide lots. The proposed densities are appropriate for this zone and should not be subject to further land dedications than are provided within the Preliminary PUD plans submitted.

13. Residential density and intensity of other uses shall be limited as required by the Town Council, upon consideration of the Community Plan, the Official Zone District Map and the Character Area and specific characteristics of the subject land.

Proposed density and intensity is in line with historical uses and appropriate with the Zone District and Character Area

14. Architecture and design fit in the PUD shall reflect the character of the Town.

Midtown Village's architectural style exhibited by the renovation of the 100 year old warehouse that will be completed in the spring of 2024 shows the commitment to preservation of the Town's historical, eclectic character and style. The design and materials proposed for the apartment building are provided and utilize natural materials native to Colorado and other historical structures found throughout the valley.

15. A PUD may include any uses permitted by right or as a conditional or special use in any other zone, except that any use that has been declared a nuisance by statute, ordinance or any court of competent jurisdiction shall not be permitted

Primary and Secondary uses are described within the Midtown Village PUD Guide. They describe the original intentions for each Tract.

16. A PUD may be applied to annexed land or other land not zoned by the Town without the requirement for underlying zoning

All parcels of the Midtown Village PUD have been annexed and are a part of the Town.

OFFICE 970.926.5270
FAX 970.926.5235

1055 Edwards Village Blvd. P.O. Box 990 Edwards, CO 81632

EAGLE COUNTY HEALTH SERVICE DISTRICT

www.eaglecountyparamedics.com

October 5, 2022

To Jeff Armistead, 10TH Mountain Builders LLC

Via Email

To Whom It May Concern:

On behalf of Eagle County Health Service District d/b/a Eagle County Paramedic Services, we have the ability to serve the property and PUD known as Midtown Village in the 900 block of US Highway 24 in Minturn Colorado.

This project will not create an undue burden on response and can be served from our Stations located in Vail and Avon.

Please feel free to contact me with any questions.

Sincerely,

Jim Bradford
COO
Eagle County Health Service District
jbradford@ecparamedics.com
970-926-5270

EAGLE RIVER
WATER & SANITATION
DISTRICT

August 9, 2023

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

Transmitted via E-mail: planner1@minturn.org

Subject: Midtown Village PUD Ability to Serve

Dear Madison,

The Eagle River Water and Sanitation District recently received a request for an Ability to Serve Letter for wastewater service to the Midtown Village Planned Unit Development (the "Project"). This letter serves as the District's commitment of Wastewater Capacity to serve the proposed Project and is intended to be an **Ability to Serve Letter** as defined in § 29-20-304 (3), C.R.S. subject to conditions regarding the completion of capital improvements that are underway at the District's Dowd Junction Lift Station #4 and construction of other mainline infrastructure to serve the Project as further discussed in this letter.

We understand that the Project is proposing the redevelopment of several properties defined as Eagle County Parcel Nos. 210335101018, 210335101016, 210335101060, 210335101107, 210335101017, 210335101096. We understand that the PUD proposes to redevelop the properties with 42 residential units resulting in a net total of 22.5 new SFEs and 3,600 square feet of additional commercial space.

The subject property for the Project is included within the service area of the District for wastewater service. Wastewater generated by the Project will be conveyed to the Avon Wastewater Treatment Plant for liquid stream treatment and the Edwards Wastewater Treatment Plant for solids treatment via the District's collection system including the Minturn Interceptor, Dowd Junction Lift Station #4, and collection system trunk lines to each facility. The Avon Wastewater Treatment Plant (liquid stream) and Edwards Wastewater Treatment Plant (solids) have sufficient capacity to treat the anticipated wastewater generated by the Project.

District Staff updated our collection systems hydraulic model in 2020 to evaluate whether we have sufficient capacity to convey the wastewater generated by the Project to the Avon Wastewater Treatment Plant. The District currently serves approximately 750 SFEs in the Town of Minturn. Our modeling indicates that Dowd Junction Lift Station #4 has limited capacity to convey wastewater flows for the Project and other recently approved developments in Minturn. The existing lift station experiences surcharging in our model once 85 new SFEs are added to the system, which indicates that the lift station would be at risk of sanitary sewer overflows.

Construction is underway on a new lift station to replace Dowd Junction Lift Station #4 which will bring the facility up to current Colorado Department of Health and Environment (CDPHE) standards and add capacity for growth anticipated in the Town of Minturn. The new lift station is anticipated to be completed and operational by the fourth quarter of 2023. Once the new lift station is operational, we will have sufficient collection system capacity to serve the buildout of the Project.

Due to capacity limitations at Dowd Lift Station #4, we request that the Town limit the issuance of building permits to no more than 85 net new SFEs until the new lift station is operational, effective from the date of our original letter from October 10, 2020.

Service to the Project requiring the extension of mainline infrastructure is subject to the District's Infrastructure Acceptance Process outlined in Article IX of the District's Rules and Regulations. Following the construction of wastewater infrastructure by the Developer for the Project and subsequent dedication of the infrastructure to the District, individual customers may connect to the wastewater collection system for service subject to the payment of all applicable impact fees.

This letter is valid for the Project as defined above for a period of two years from the date of issuance. If there are changes to the Project density, we will need to reevaluate and reissue. Please let me know if you have questions or need any additional information.

Sincerely,



cc: Jeff Armistead
Kathryn Winn
Siri Roman

November 2, 2021

Jeffery Armistead
10th Mountain Builders
PO Box 955
Minturn, CO 81645

Subject: Conditional Ability to Serve Letter confirming fire department service for Midtown Village and Midtown Lofts

Mr. Armistead,

In response to your request, this letter will serve as a conditional confirmation that Eagle River Fire Protection District has the resources required to serve the proposed Midtown Village/ Midtown Lofts, 900 Main Street, Minturn, Colorado, project as submitted on November 1, 2021. Conditions will be found on Appendix A.

Eagle River Fire Protection District currently responds from five fire stations and has mutual aid response from Vail Fire and Rescue. The nearest fire station to the project address is Station 5 located at 195 Pine Street, Minturn, Colorado. The address will use purveyed water from a pressurized source for domestic water use and for fire suppression. The ISO protection rating for the construction location is PPC 3.

If the Midtown Village project design changes, this letter is void and a new "Conditional Ability to Serve" letter must be issued. This letter is not transferable.

If you have questions, please call the Fire Marshal at (970)736-5064.

Sincerely,

Mick Woodworth, FM
Fire Marshal, Eagle River Fire Protection District

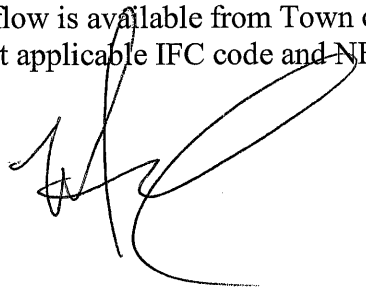
Post Office Box 2942/1050 Edwards Village Blvd, Edwards, Colorado 81632
Phone: 970-736-5064• FAX: 970-949-7965· Email: mwoodworth@eagleriverfire.org

Conditional Ability to Serve Letter confirming fire department service for Midtown Village and Midtown Lofts

APPENDIX A

Conditions for Ability to Serve Letter

Building site meets IFC requirements for apparatus turn around.
Required fire flow is available from Town of Minturn water distribution system.
Buildings meet applicable IFC code and NFPA standards.



Post Office Box 2942/1050 Edwards Village Blvd, Edwards, Colorado 81632
Phone: 970-736-5064• FAX: 970-949-7965· Email: mwoodworth@eagleriverfire.org

Sandra Farrell, C.P.A.
Chief Financial Officer
sandra.farrell@eagleschools.net

EAGLE COUNTY SCHOOL DISTRICT

July 21, 2022

Mr. Jeff Armistead
10th Mountain Builder LLC
Minturn, CO 81645

RE: Midtown Village

Dear Jeff:
As per your request, we have completed an initial review of the Midtown Village Project. The purpose of this review is to provide comment on the estimated student generation from the project and the ability of schools that will serve the project to accommodate these students.

This review focused on the net new units to be constructed. Student generation from the existing units was determined by applying actual student generation rates from comparable housing types in Minturn to the existing housing types. The same student generation rates were then applied to proposed unit types. Note that no student generation was applied to one-bedroom units because ECSD data indicates very few students are generated by one-bedroom units. Based on this approach, it is estimated that the proposed development will generate 6.68 new K-12 students. The site is served by Red Sandstone Elementary, Homestake Peak Middle School and Battle Mountain High School. These schools have capacity to accommodate these students.

ECSD has had conversations with the Town of Minturn about adoption of a school land dedication ordinance. As a part of the district's formal review of this project, ECSD will request that the project comply with a school land (or cash in lieu) dedication ordinance if such an ordinance is adopted by the Town prior to this project receiving development entitlements.

Regards

Sandra Farrell

Sandra Farrell
Chief Operations Officer

WILL SERVE LETTER

April 16, 2025

Jeff Armistead
Midtown Lofts, LLC
987 Main St. - Minturn

Re: Midtown Lofts, LLC

Dear Jeff Armistead,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electric service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 987 Main st.. Minturn, CO. The cost, and whether any reinforcements or extensions are required, for the Company to provide those facilities will be determined by your designer upon receipt of application and project plans.

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Xcel Energy's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one - line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received*** (Residential Service Laterals if applicable)
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction*** - the site ready information can be found on our website at may be viewed at Construction and Inspection | Xcel Energy.

An estimated scheduled in-service date will be provided once these requirements have been met. It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for requirements can be found on our website at xcelenergy.com/InstallAndConnect.

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Ryan Selchert
Xcel Energy Designer

Mailing address: Public Service Company of Colorado
PO Box 1819
Silverthorne, CO 80498

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Midtown Lofts, LLC

is a

Limited Liability Company

formed or registered on 07/09/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181541894 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/29/2020 that have been posted, and by documents delivered to this office electronically through 07/01/2020 @ 09:34:10 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/01/2020 @ 09:34:10 in accordance with applicable law. This certificate is assigned Confirmation Number 12440048 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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Colorado Secretary of State
Date and Time: 07/09/2018 04:03 PM
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Document number: 20181541894
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ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Midtown Lofts, LLC.

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address: 1003 Main Street - Office
(Street number and name)

Minturn (City) CO (State) 81645 (ZIP/Postal Code)
(Province – if applicable) United States (Country)

Mailing address
(leave blank if same as street address): P.O. Box 955
(Street number and name or Post Office Box information)

Minturn (City) CO (State) 81645 (ZIP/Postal Code)
(Province – if applicable) United States (Country).

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
(if an individual) _____ (Last) _____ (First) _____ (Middle) _____ (Suffix)

or

(if an entity) SBR Investments, LLC
(Caution: Do not provide both an individual and an entity name.)

Street address: 1003 Main Street
(Street number and name)

Minturn (City) CO (State) 81645 (ZIP Code)

Mailing address
(leave blank if same as street address): P.O. Box 955
(Street number and name or Post Office Box information)

Minturn (City) CO (State) 81645 (ZIP Code).

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Borne (Last) Ruth (First) _____ (Middle) _____ (Suffix)

or

(if an entity) _____

(Caution: Do not provide both an individual and an entity name.)

Mailing address P.O. Box 7833
(Street number and name or Post Office Box information)

Avon (City) CO (State) 81620 (ZIP/Postal Code)

_____ (Province – if applicable) United States (Country).

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in
(Mark the applicable box.)

☐ one or more managers.

or

☒ the members.

6. *(The following statement is adopted by marking the box.)*

☒ There is at least one member of the limited liability company.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

8. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

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9. The true name and mailing address of the individual causing the document to be delivered for filing are

Borne (Last) Ruth (First) _____ (Middle) _____ (Suffix)

P.O. Box 7833
(Street number and name or Post Office Box information)

Avon (City) CO (State) 81620 (ZIP/Postal Code)

_____ (Province – if applicable) United States (Country).

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Colorado Secretary of State
Date and Time: 07/10/2022 09:47 AM
ID Number: 20181541894

Document number: 20221672124
Amount Paid: $10.00

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Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number: 20181541894

Entity name: Midtown Lofts, LLC

Jurisdiction under the law of which the entity was formed or registered: Colorado

1. Principal office street address:
1003 Main Street - Office
(Street name and number)

Minturn (City) CO (State) 81645 (Postal/Zip Code)
(Province – if applicable) United States (Country – if not US)

2. Principal office mailing address: (if different from above)
P.O. Box 955
(Street name and number or Post Office Box information)

Minturn (City) CO (State) 81645 (Postal/Zip Code)
CO (Province – if applicable) United States (Country – if not US)

3. Registered agent name: (if an individual) (Last) (First) (Middle) (Suffix)

or (if a business organization) SBR Investments, LLC

4. The person identified above as registered agent has consented to being so appointed.

5. Registered agent street address:
PO Box 955
(Street name and number)

Minturn (City) CO (State) 81645 (Postal/Zip Code)

6. Registered agent mailing address: (if different from above)
PO Box 961
(Street name and number or Post Office Box information)

Minturn (City) CO (State) 81645 (Postal/Zip Code)
(Province – if applicable) United States (Country – if not US)

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Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Bianchi	Jennifer		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

PO Box 961
(Street name and number or Post Office Box information)

Minturn	CO	81645
(City)	*(State)*	*(Postal/Zip Code)*

	United States
(Province – if applicable)	*(Country – if not US)*

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ *and include an attachment stating the name and address of such individuals.)*

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This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

SECTION 10

Auxiliary Turn Lane Assessment
Transportation Impact Study
for

Midtown Lofts
Minturn, Colorado



April 12, 2021
Revised October 23, 2023

PREPARED FOR:
10th Mountain Builders
1632 S Main Street
PO Box 1058
Minturn, CO 81645
Contact: Jeff Armistead

PREPARED BY:
McDowell Engineering, LLC
PO Box 4259
Eagle, CO 81631
970.623.0788
Contact: Kari J. McDowell Schroeder, PE, PTOE
Project Number: M1506

Statement of Engineering Qualifications

Kari J. McDowell Schroeder, PE, PTOE is a Transportation and Traffic Engineer for McDowell Engineering, LLC. Ms. McDowell Schroeder has over twenty-six years of extensive traffic and transportation engineering experience. She has completed numerous transportation studies and roadway design projects throughout the State of Colorado. Ms. McDowell Schroeder is a licensed Professional Engineer in the State of Colorado and has her certification as a Professional Traffic Operations Engineer from the Institute of Transportation Engineers.

Traffic Impact Analysis for Midtown Lofts

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1.0 Background

1.1 Project Description

McDowell Engineering has prepared this Level Two Auxiliary Turn Lane Assessment for the proposed Midtown Lofts located along Highway 24 in Minturn, Colorado. The purpose of this transportation impact analysis is to forecast and analyze the impacts of the additional traffic volumes associated with this project on the surrounding roadway network. Recommendations to mitigate any traffic impacts are also included. The analysis complies with Colorado Department of Transportation's *State Highway Access Code* [3] (*SHAC*) and the Town of Minturn's standards.

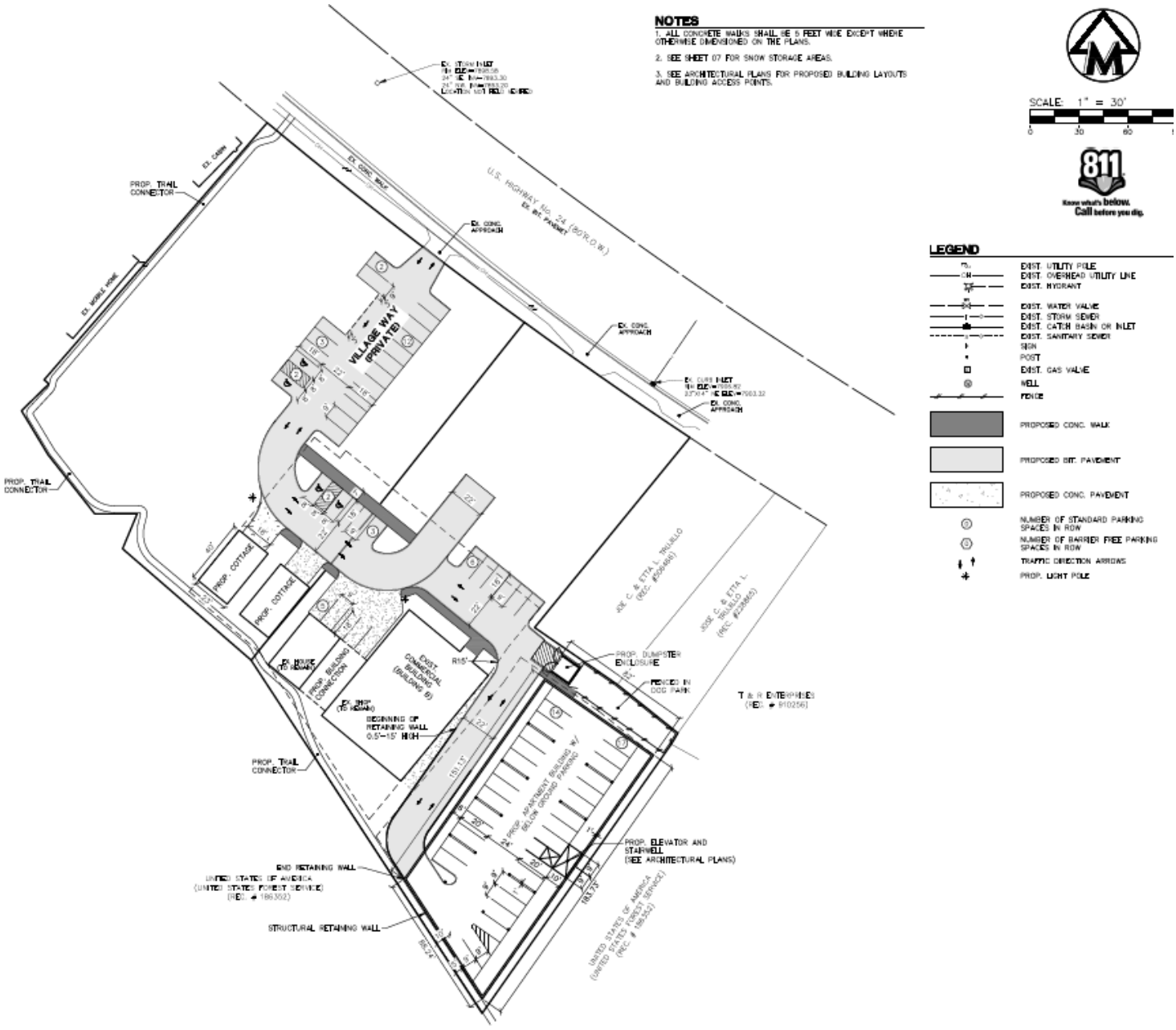
The applicant is proposing to combine six parcels and develop a mixed-use development with residential and commercial components. The parcels previously had four houses, a commercial building, a small trailer park and a commercial and RV storage yard. All of those uses, except the commercial building, have or will be removed prior to the development of the property.

Refer to the Area Map in **Figure 1** and the Conceptual Site Plan in **Figure 2**.

Figure 1: Area Map



Figure 2: Conceptual Site Plan



2.0 Existing Conditions

2.1 Description of Existing Transportation System

US Highway 24 serves as Main Street through Minturn. This paved two-lane highway connects the mountain communities of Leadville and Buena Vista to the Interstate 70 (I-70) corridor just north of Minturn. US 24 is posted at 35 mph in both directions at the site access, although the statutory speed limit for westbound traffic is 30 mph according to the CDOT straight-line diagram. The straight-line diagram can be seen in the **Appendix**. The segment of US 24 along the development's frontage is classified by the Colorado Department of Transportation as a regional highway with an access category of R-A.

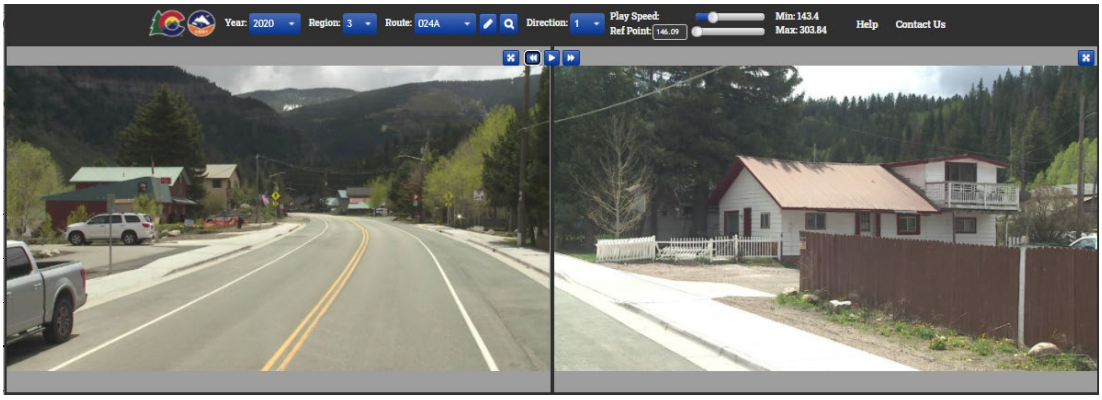
2.2 Existing Site Access

Midtown Lofts will be developed by combining six properties as seen in **Figure 3.** The properties have three existing access onto US 24. The western one will become the single access into the development. The other two will be closed. As can be seen in **Figure 4**, the properties were included in the Town of Minturn's recent street improvement project. Each of the driveways has a curb cut in the sidewalk and a concrete apron.

Figure 3: Existing Site Accesses



Figure 4: OTIS [1] Windshield (screen capture)



2.3 Traffic Data

Traffic data was taken from CDOT's *Online Transportation Information System* [1] (OTIS). Midtown Lofts is within the segment of US 24 covered by Traffic Counter Station 100776, which extends from Mile Marker 145.537 to Mile Marker 150.868. The most recent CDOT traffic counts at this station were taken on October 2-3, 2019, as seen in the **Appendix**. The 20-year factor for Sta. 100776 is 1.01, which equates to a yearly growth rate of 0.05%.

The morning peak hourly volume at Sta. 100776 occurred during the 7:00 a.m. hour, with a two-day average of 232 vph westbound and 42 vph eastbound. The afternoon peak hourly volume at Sta. 100776 occurred during the 5:00 p.m. hour, with a two-day average of 96 vph westbound and 233 vph eastbound.

Since the counts were taken in October a seasonal adjustment factor (SAF) was applied. The SAF of 1.30 was determined from the CDOT continuous counter on I-70 at West Vail. The calculation is shown in the **Appendix**.

To obtain the seasonally adjusted 2022 Initial Year Background Traffic the 2019 two-day average volumes were multiplied by the seasonal adjustment factor and the annual growth rate of 0.05% per annum was applied for three years. To obtain the seasonally adjusted 2042 Design Year Background Traffic the 2019 two-day average volumes were multiplied by the seasonal adjustment factor and annual growth rate of 0.05% per annum was applied for 23 years.

The seasonally adjusted 2022 Initial Year and 2042 Design Year background traffic volumes are shown in **Figure 5**.

3.0 Project Traffic

3.1 Trip Generation for Proposed Land Use

Midtown Lofts will be a mixed-use development consisting of one commercial building and 21 residential units. The existing commercial warehouse building will have an updated total gross floor area of 7,500 square feet (sf). There will be four different types of residential units: 2 Cottages and 19 Apartments. The Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition, 2017* [4], was used to estimate the peak hour volumes of traffic that will be generated by the development.

ITE Land Use 220 *Multifamily Housing (Low-Rise)* was used for the residential units. ITE Land Use 150 *Warehousing* was used for the commercial warehouse building.

A 5% multi-modal reduction was applied to the residential land uses because the development is on the ECO Transit Minturn Route. It is anticipated that most of the residents in Midtown Lofts will be people working in the I-70 corridor from Gypsum to Vail. Because of the cost and inconvenience of driving to and finding parking in Vail and the other communities some will ride the bus to and from work.

The development is anticipated to generate 37 vehicle trips in the morning peak hour (10vph entering and 27vph exiting). The subdivision is anticipated to generate 44 vehicle trips in the evening peak hour (27vph entering and 17vph exiting). The project trip generation information is shown in **Table 1.**

Table 1: Project Trip Generation

	Project Number M1506			AM Peak Hour of Generator [2]			PM Peak Hour of Generator [2]		
ITE Code	Land Use Description		Units	Average Rate Fitted Curve Equation	Enter (vph)	Exit (vph)	Average Rate Fitted Curve Equation	Enter (vph)	Exit (vph)
			Dwelling		24%	76%		62%	38%
220	Multifamily Housing (Low-Rise) [1]	21	Units	Average Rate = 0.47	2	8	Average Rate = 0.42	5	3
				T = 0.35(X) + 28.13	~~9~~	~~27~~	T = 0.42(X) + 34.78	~~28~~	~~17~~
	Multi-Modal reduction (5%)				0	(1)		(1)	(1)
					9	26		27	16
			1000 sf		66%	34%		24%	76%
150	Warehousing [1]	7.5	GFA	Average Rate = 0.21	~~1~~	~~1~~	Average Rate = 0.23	~~0~~	~~1~~
				T = 0.11(X) + 28.55	20	10	T = 0.15(X) + 20.47	6	17
	Total traffic from proposed Land Uses				10	27		27	17

[1] Data obtained from *Trip Generation Manual, 10th Edition,* Institute of Transportation Engineers, 2017

[2] The Average Rate or the Fitted Curve Equation is used based on the procedures in *ITE Trip Generation Handbook §4.4* .

3.2 Proposed and Closed Accesses

Midtown Lofts will use the existing access at MM 146.16 as the single access into the development. The access may be modified. The accesses at MM 143.18 and MM 146.19 will be closed.

3.3 Directional Distribution

The distribution of project-generated traffic on the surrounding roadway network is influenced by several factors including the following:

- The location of the site relative to other facilities and the roadway network
- The configuration of the existing and proposed adjacent roadway network
- Relative location of neighboring population, commercial and employment centers

It is anticipated that many of the residents in Midtown Lofts will be people working in the I-70 corridor from Gypsum to Vail. Also, most of the commercial and social establishments in the area are located along the I-70 corridor. As such the directional distribution is assumed to be 90% to and from the west on US 24 and 10% to and from the east.

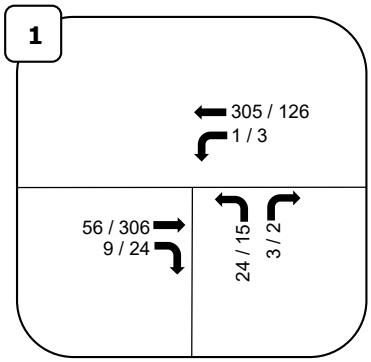
Applying the movement percentages to the project-generated volumes from **Table 1** gives the a.m. and p.m. peak hour volumes for each of the movements; also shown in **Figure 5**.

3.4 Total Traffic

The total peak hour volumes are the sum of the project-generated volumes and the background volumes. The total peak hour volumes for the Initial Year (2022) and Design Year (2042) are depicted in **Figure 5**.

Figure 5: Design Year Total Traffic (2042)
(vehicles per hour)





McDOWELL ENGINEERING, LLC
TRANSPORTATION ENGINEERING CONSULTANTS

(NTS)

LEGEND
XX/XX = AM/PM Volumes (vph)
Turning Movements

4.0 Transportation Impact Analysis

4.1 State Highway Access Permits

Section 2.6(3) of the *State Highway Access Code* [3] (SHAC) requires a new access permit when there is a land-use change or the driveway volume is anticipated to increase by more than twenty percent. Therefore, new State Highway Access Permits will be required for Midtown Lofts' access. The access location is SH 024A, MM 146.16 R. The design hour volume for the permit is 44 vehicles per hour.

The two existing driveways that will be closed are at SH 024A, MM 146.18 R and SH 024A, MM 146.19 R.

4.2 State Highway Turn Lane Analysis

The *State Highway Access Code* establishes turning volume thresholds above which auxiliary turn lanes are required. The traffic volume thresholds are based on the Access Category and the speed limit of the highway.

Per SHAC §3.8(5) for an R-A Access Category highway with a speed limit less than 45 mph, a right-turn deceleration lane is required when there are anticipated to be greater than 25 right turns during one of the peak hours. The traffic volumes generated by the proposed land use does not trigger the requirement for a right-turn lane.

Table 2: Auxiliary Turn Lane Requirements

Intersection	Type of lane	Weekday AM Peak Hour Volume (pce-vph)	Weekday PM Peak Hour Volume (pce-vph)	Trigger Volume [1] (pce-vph)	Required by SHAC?
US 24 & Midtown Lofts	Left turn decel.	1	3	>10	No
	Right turn decel.	9	24	>25	No
	Right turn accel.	3	2	S&O [2]	No
	Left turn accel.	24	15	S&O [2]	No
[1] Category R-A, <= 40 mph, SHAC §3.8(5)					
[2] S&O = Safety and Operation triggers may apply. No traffic volume trigger.					

Therefore, no auxiliary lanes are required because of the projected turning volumes. They are also not recommended for operational or safety reasons.

4.3 Sight Distance

Table 4-2 of the *Access Code* specifies the required sight distance for vehicles entering the highway. The sight distances at the proposed site access to US 24 exceed 1000

feet to the west and 600 feet to the east, which are greater than the 350-foot requirement for passenger cars at the 35-mph posted speed limit.

4.4 Access Design Criteria

The configuration of the access shall be in accordance with Section 4 of the CDOT *State Highway Access Code* [3] (SHAC). Criteria from the Town of Minturn will also apply.

It is recommended that the existing curb cut driveway be removed and the entrance be reconstructed as a radiused intersection. See the *Construction of Concrete Gutters at Intersection* detail on *CDOT Standard Detail M-609-1*.

5.0 Recommendations and Conclusions

The proposed Midtown Lofts is anticipated to be successfully accommodated into the greater Minturn roadway system.

Trip Generation:

Based upon the proposed land use, the project is anticipated to generate at project buildout 37vph during the morning peak hour and 44vph during the evening peak hour.

State Highway Access Permits:

New State Highway Access Permits will be required for the proposed site access. The access location is SH 024A, MM 146.16 R. The design hour volume for the permit is 44vph.

Auxiliary Turn Lanes:

No auxiliary turn lanes are required on SH 24 at the site access per Section 3.8(5) of the *State Highway Access Code*.

Access Construction:

The proposed access shall be constructed in accordance with Section 4 of the *State Highway Access Code.* Minturn regulations will also apply.

6.0 Reference Documents

1. Colorado Department of Transportation, *Online Transportation Information System* (OTIS) http://apps.coloradodot.info/dataaccess/

2. *Highway Capacity Manual.* Transportation Research Board, 2010.

3. *State Highway Access Code.* State of Colorado, 2002.

4. *Trip Generation Handbook, Edition 10.* Institute of Transportation Engineers, 2017.

7.0 Appendices

1. CDOT OTIS Traffic Count

2. CDOT Straight-Line Diagram

3. Seasonal Adjustment Factor Calculations

4. CDOT Region 3 *Transportation Impact Study Methodology Form*

OTIS Online Transportation Information System

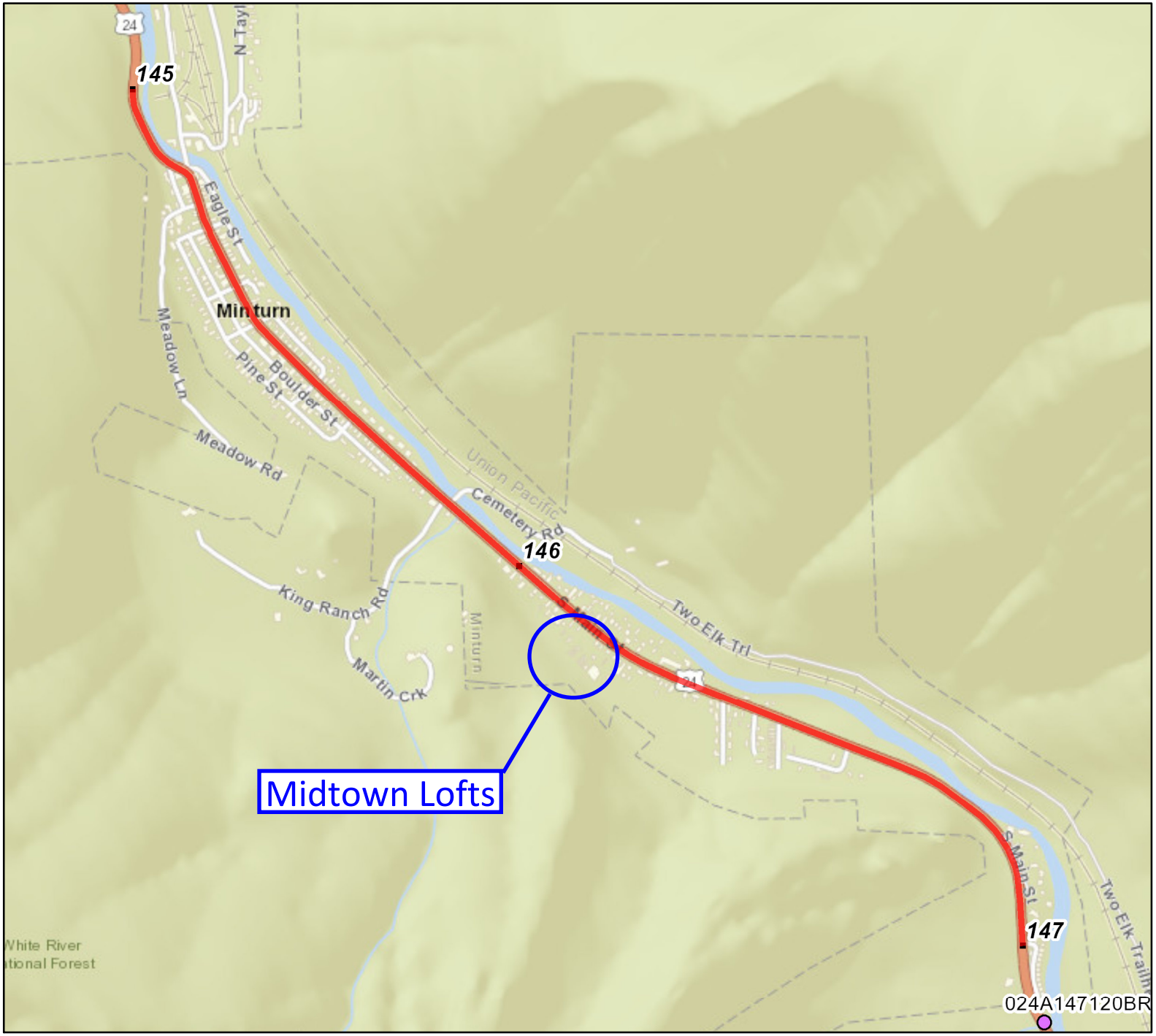
Highway Data | Traffic Data | Data Catalog | Reports | Map View | Help

Daily Traffic Volume for Station ID: 100776 from 10 / 2019

Count Date	Dir	0h	1h	2h	3h	4h	5h	6h	7h	8h	9h	10h	11h	12h	13h	14h	15h	16h	17h	18h	19h	20h	21h	22h	23h
10/02/2019	P	0	2	0	4	9	40	140	244	137	96	45	69	65	108	89	86	110	97	68	54	18	15	9	6
10/02/2019	S	1	3	4	2	2	6	20	48	61	72	116	104	92	98	111	95	206	219	111	60	33	32	18	7
10/03/2019	P	4	1	2	3	9	40	140	219	130	84	74	59	83	81	97	119	120	95	83	46	25	22	15	7
10/03/2019	S	4	1	2	0	6	11	27	36	68	87	110	101	110	98	109	102	182	247	113	63	43	45	16	14

Note: US 24 is a west-to-east highway, so the Primary (P) direction is eastbound and the Secondary (S) direction is westbound. The data for this Counter Station was entered incorrectly, so P is westbound and S is eastbound in this table.

Route 024A From 145 to 147



Legend

- Route
- Milepoint

Structures

- Major Structure
- Minor Structure

Created:

Date: 3/17/2021

Time: 9:06:17 AM

0 0.1 0.2 0.3 0.4

Miles

N

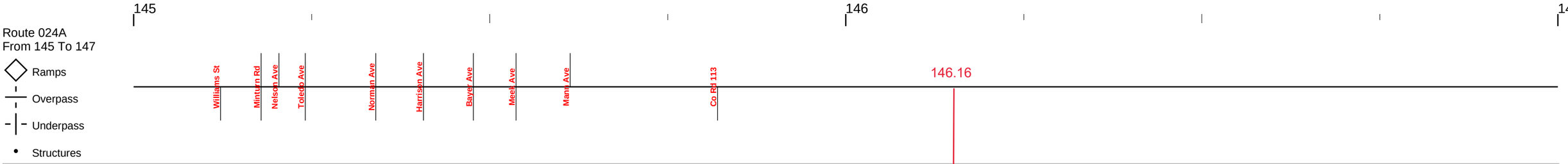
W E

S

CDOT

The information contained in this map is based on the most currently available data and has been checked for accuracy. CDOT does not guarantee the accuracy of any information presented, is not liable in any respect for any errors or omissions, and is not responsible for determining "fitness for use".

Route 024A
From 145 To 147



CLASSIFICATION

Access Control	NR-B: Non-Rural Arterial		R-A: Regional Highway
Administrative Class	CDOT Highway		
Forest Route	0		
Functional Class	4 Minor Arterial		
Highway Designation	U.S.		
NHS Designation	0 Not on NHS		
Scenic Route	Y		
Special System	NON-STRAHNET		
Terrain	Mountainous		

DEMOGRAPHICS

Urban Area	89920 VAIL		

JURISDICTION

FIPS City	50920 Minturn		
FIPS County	037 Eagle Co		

SAFETY

Primary Speed Limit	30	25	30		35	45
Secondary Speed Limit	40	30	25	30		35
Truck Restriction	1 National Truck Route					

TRAFFIC

AADT	6400	7600		2400
DHV	11.0			
Off Peak Truck Percentage	7.20	7.00		4.10
Peak Truck Percentage	0.60	0.45		0.27
Year 20 Factor	1.01	1.07		1.01

It may appear that information is missing from the straight line diagram. If so, reduce the number of miles/page and re-submit the request.

ON I-70 W/O CHAONIX RD, WEST VAIL (Station Id: 000126)
Eagle County
West side of Exit 173 (West Vail)

Highway: 70 A
Mile Marker: 173.1

Averages and factors from most recent 10 years with full years of record

Average	34,603	34,993	38,111	31,739	31,789	39,190	43,075	40,432	37,400	33,077	30,991	35,221
Factor	1.24	1.23	1.13	1.36	1.36	1.10	1.00	1.07	1.15	1.30	1.39	1.22

Yr	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	41,455	41,396	42,697	37,746	37,416	46,296	44,809	42,307	41,242	36,884	32,897	37,243
2018	38,143	37,957	41,032	34,163	36,659	44,572	49,730	45,011	41,720	36,636	36,683	41,449
2017	37,153	38,223	41,936	35,019	35,389	43,675	47,565	44,362	40,864	36,131	34,745	38,405
2016	35,966	34,641	40,075	32,958	34,750	42,958	46,003	42,974	40,610	35,354	34,704	38,111
2015	34,496	36,977	39,373	32,244	31,137	39,361	44,505	41,088	38,059	33,999	31,251	35,646
2014	32,513	32,658	36,519	30,827	29,879	37,210	42,390	40,173	35,879	32,899	23,394	30,021
2013	32,509	33,609	36,104	28,374	29,208	36,321	40,767	38,678	33,704	30,470	29,498	33,673
2012	31,414	32,342	36,296	28,834	28,920	35,918	40,673	38,229	34,065	30,120	30,000	32,031
2011	30,967	30,694	34,411	28,579	26,662	31,112	34,760	34,120	33,952	29,232	28,986	33,666
2010	31,409	31,435	32,666	28,649	27,865	34,478	39,547	37,380	33,903	29,044	27,747	31,967

COLORADO
Department of
Transportation

Region 3 Traffic, Access Unit
222 S 6th St, Rm 100
Grand Junction, CO 81501
PH 970-683-6284 FAX 970-683-6290

<<< E-mailed>>>

August 21, 2024

Midtown Lofts LLC
PO Box 995
Minturn, Colorado 81645

Re: State Highway **Access Permit No. 324094**, located in Eagle County on Highway 024 near Mile Marker Reference Pt. 146.155 Right

Dear Applicant/Permittee:

The Colorado Department of Transportation (CDOT) has received your signed permit and application fee. A copy of the issued permit is enclosed. This permit is valid for one year from the date of issue. If construction does not occur within the first year, the Applicant/Permittee may request in writing, an extension for another year. This permit may be extended twice for a total of two (2) additional years. If construction does not occur within the third year, a new application shall be submitted and the permit process shall begin again. Issuance of this permit is not approval of any construction plans that have been submitted.

The next step in the CDOT access permitting process is for you, Applicant/Permittee, to request a Notice to Proceed (NTP) from CDOT. ***You may NOT proceed with any construction without receiving an approved Notice to Proceed (NTP) from CDOT. Failure of receiving a Notice to Proceed prior to any construction will be a violation of the State Highway Access Code*** (2 CCR 601-1,"the Code") § 2.4.

The Applicant/Permittee shall request a NTP in writing along with all required items. Once the complete NTP submittal has been received, CDOT has seven (7) days to determine if the NTP submittal is complete for review and then, if necessary, notify the applicant of any deficiencies. If complete, CDOT will review and comment on the submitted information within thirty (30) days. If CDOT determines the information is unacceptable, missing, or in need of correction, the Applicant/Permittee shall correct their submittal and resubmit the complete request for NTP.

Once resubmitted, CDOT will review the revised NTP documents within ten (10) days. If the revised documents are satisfactory, CDOT will issue a NTP. If further corrections are necessary, the cycle of submittal, review and comments will repeat itself until approval is granted and the NTP is issued.

Notice to Proceed Requirements

The request for NTP shall include the following documents, along with any other items specified in the Terms and Conditions of your permit:

1) **Written Request for Notice to Proceed**

   Well in advance of construction, the Permittee shall make a written request for a Notice to Proceed (NTP) to Nick Nordquist, Access Project Manager. If applicable please include the engineering firm name, Professional Engineer's name, and their contact numbers. Request may be sent to: 222 S. 6th St, Rm 100, Grand Junction, CO 81501 (or by email to nicholas.nordquist@state.co.us). He may also be reached by phone at: (970) 683-6280.

2) Complete Construction Plans

The Applicant shall provide one (1) electronic copy of 11X17 construction plans and specifications for the proposed improvements. The plans shall:

A. Include the name of the Engineering firm and/or the Professional Engineer with their contact information; and

B. Address (as applicable) the geometry, striping, signing, and signalization; and

C. Include (but not be limited to) the layout of the access, highway improvements, utility locations, existing and proposed drainage, existing and proposed right-of-way lines, existing and proposed traffic control devices, and a clear zone analysis; and

D. Conform to the requirement of the permit's "Terms and Conditions"; and

E. If applicable include the following statement on the cover page of the plans: "This design is in full compliance with Section 4 of the State Highway Access Code, 2 CCR 601-1 except for the following approved design waivers:"

3) Insurance Liability Certification

The Applicant or contractor shall be required to provide a comprehensive general liability and property damage insurance for the period of access construction. As per the State Access Code, Section 2 (11)(i), the certificate shall name CDOT, and the local Issuing Authority (if applicable) as an additional insured party for general liability in the amounts of not less than $1,000,000 per occurrence and automobile liability insurance of $1,000,000 with combined single limit bodily injury and property damage for each accident. The additional insured(s) must be noted as such, not just "Certificate Holders".

4) Traffic Control Plan (TCP)

The traffic control plan must be:

A. Comply with CDOT Standard Plans Manual for Maintenance and Signing; and

B. Be consistent with the MUTCD, identifying the type, number and spacing for all devices; and

C. Be prepared by individual with American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association certification – or sealed (stamped) by a Colorado registered professional engineer; and

D. Be acceptable to CDOT prior to any construction within the right-of-way; and

E. Be presented in a manner that provides a method of handling traffic (MHT) for each different phase of construction; and

F. Describe the MHT according to the proposed construction phasing and include dimensioned diagrams of work zone elements, with the final traffic control plan submitted a minimum of three working days in advance of construction. (**Such plans may be revised as necessary with CDOT concurrence**.)

If you have any questions regarding the process or the required documents, please contact me at 970-683-6270 or Nick Nordquist, Project Manager at nicholas.nordquist@state.co.us or 970-683-6280.

Respectfully,



Kandis Aggen, Region 3 Asst. Access Manager

Cc: Nick Nordquist, Project Manager
File

SECTION 11

ENVIRONMENTAL IMPACT REPORT

MIDTOWN VILLAGE

MINTURN, COLORADO



prepared for:

10th MOUNTAIN BUILDERS

1632 S MAIN ST, MINTURN, CO 81645

prepared by:

BIRCH ECOLOGY, LLC

429 MAIN ST, LYONS, CO 80540

BIRCH ECOLOGY

NOVEMBER 2022

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1.0 INTRODUCTION

10th Mountain Builders is planning to redevelop six contiguous parcels into one comprehensive Plat with the vision to revive this section of Minturn into a thriving micro community. The proposed project would provide a diverse mix of affordable housing types and new commercial business space opportunities in the 900 Block of the South Town Commercial Zone of Minturn, Colorado, located in Section 35 of Township 5 South and Range 81 West in Eagle County (Figures 1 & 2). This site represents one of the remaining "infill" areas within the town of Minturn suitable for higher density redevelopment according to historical mixed uses.

To aid project planning, an Environmental Impact Report (EIR) was prepared for the Midtown Village project site. This report documents the existing and proposed conditions of the Midtown Village parcel in accordance with the EIR guidelines outlined in Article 20 of Minturn's Town Code; it discusses other required permits and coordinating agencies; and provides a summary and analysis of impacts. Please note, all figures are included in Section 7.0, tables are in Section 8.0, and Photos are in Section 9.0. Appendix A contains a discussion of air quality prepared by the Colorado Department of Public Health and Environment (CDPHE).

2.0 ENVIRONMENTAL SETTING

The EIR study area is in the South Town Commercial Zone of the town of Minturn, Colorado (Figures 1 & 2). The Midtown Village project would combine six contiguous properties into one parcel covering approximately 2.53 acres. The project site is currently characterized by residential and commercial structures, asphalt driveways and parking areas, and small areas of ornamental landscaping.

The site is bounded to the northeast by Highway 24, which provides three access points to the parcel. White River National Forest is located to the southwest (Photo 1), and Martin Creek Open Space lies to the southeast (Photo 2; Figure 2). Residential housing flanks the northwest and part of the east side of the project site (Photo 3).

Currently, the site supports a variety of land uses including residential and commercial space, parking, and storage. However, these existing structures are out-of-date and in poor condition. An approximately 40-foot-wide strip of weedy vegetation separates the parcel into two large sections (Photo 4). The northwestern section is predominately unpaved and housed nine mobile homes until they were removed in 2019 (Figure 2). This area now serves as a parking space for vehicles and contains a few small structures. The southeastern portion is primarily paved and features a commercial building with two second-story apartments, a garage/shop that is used for light industrial work (Photo 5), and several small homes and mobile homes. Piles of miscellaneous construction materials are scattered about the site (Photos 6 and 7).

The surrounding area in Minturn is developed with businesses, recreational amenities, and residences. The Eagle River is located approximately 300 feet to the northeast behind development across Highway 24. Elevations of the project area range from a high of

approximately 7,921 feet at the northeastern side of the parcel, to a low of 7,914 feet at the western extent of the study area.

3.0 EXISTING CONDITIONS

3.1 Hydrology

3.1.1 Surface Water

The project site does not contain any streams, ponds, or other surface water features. The Eagle River, a perennial stream, is located approximately 300 feet to the northeast. Both Highway 24 and additional development on the opposite side of Highway 24 separate the project site from Eagle River.

A drainage report prepared by Midwestern Consulting identified three basins that drain into the project area (Figure 3). A 38-acre basin is located to the southeast and drains directly onto the project site. Two drainage basins totaling 142 and 13.1 acres also contribute to stormwater runoff on the project area. Currently, no stormwater management infrastructure is in place.

3.1.2 Groundwater

Groundwater was evaluated as part of a Phase II Subsurface Analysis prepared by AEI Consultants. This study, which consisted of five borings, indicates that the groundwater exists at a depth of 10-12 feet below ground and flows northeast following the topographic gradient (Figure 4).

3.1.3 100-Year Floodplain

Figure 5 illustrates the 100-year floodplain of the Eagle River. The project site is located approximately 300 feet to the southwest of Eagle River, outside of the FEMA 100-year floodplain.

3.2 Atmospheric Conditions

The Colorado Department of Public Health and Environment (CDPHE) provided data on the estimated ambient air concentrations of six air pollutants for the Midtown Village project site (Table 1). Please note, local air monitoring data do not exist for Minturn, Colorado; therefore, CDPHE developed best estimates for the general geographic area using available CDPHE data. Eagle County is in an attainment area as summarized by Table 1. The estimated concentrations of each of the six air pollutants assessed for this region remained below the standard concentration. For further details, please refer to CDPHE's correspondence in Appendix A.

3.3 Geologic Conditions

3.3.1 Geology

The geology of the western portion of the site is described in the Phase I Environmental Report by Braun Environmental. The Town of Minturn is situated in a deep mountain valley between the two uplifted areas. Most of the Town of Minturn and all the Subject Property are located on locally deposited stream gravels sourced from the Eagle River. These gravels are made up of a mixture of Paleozoic sedimentary rock and metamorphosed Precambrian rock. The

bulk of this gravel is comprised of the Precambrian material as this older rock is more resistant to erosive conditions.

For further details on the geology of the surrounding areas, please refer to the geotechnical report by Braun Environmental, Inc. and the Subsoil Study report by Kumar and Associates, Inc.

3.3.2 Soils

Figure 7 illustrates the NRCS soil types for the project area. The study area is mapped as a combination of Forsey cobble loam at 3 to 12 percent slopes and Ansel-Anvik association at 25 to 45 percent slopes. Neither soil type has been rated as hydric by the NRCS.

A subsoil study was performed by Kumar and Associates, Inc. on the eastern portion of the site and completed on July 25th, 2022. A total of 15 soil borings were used to evaluate the subsoils on the site (Figure 6). Subsoils encountered in the borings consisted of approximately 1½ to 7 feet of mixed clayey silty sand, gravel, and cobble fill; 2 to 5 feet of natural sandy clay and silty sand down to about 3 to 10 feet; and were underlain by relatively dense, slightly silty to silty sand, gravel, and cobbles with possible boulders to the boring depths of 10 to 25 feet.

3.4 Biotic Conditions

3.4.1 Vegetation

The Midtown Village project site is highly disturbed and lacks any native plant communities (Photos 2 and 3). The southern edge borders U.S. Forest Service lands, where aspen *(Populus tremuloides)*, Engelmann spruce *(Picea engelmanii)*, Woods' rose *(Rosa woodsii)* and common juniper *(Juniperus communis)* extend out from the forest edge along the property line. The interior of the parcel has small areas of ornamental vegetation around existing buildings, but most of the vegetation consists of weedy, introduced species and noxious weeds. In particular, wild chamomile *(Matricaria perforata)* and plumeless thistle *(Carduus acanthoides)* are common in the disturbed soil. In addition, a few large choke cherry *(Prunus virginia var. melanocarpa)* shrubs occur in the northwestern corner and there are several planted blue spruce *(Picea pungens)* trees along the northern side near Main Street.

3.4.2 Wildlife

The project site is highly disturbed, lacks native plant communities, and does not provide significant wildlife habitat. Moreover, Highway 24, which is heavily trafficked, is directly adjacent to the property.

The project site is outside American Elk winter range mapped by CPW (Figure 8). In addition, it is not included in the areas that have been mapped as potential habitat for lynx (Figure 9). Likewise, the adjacent National Forest and Martin Creek Open Space land are outside the mapped elk winter range or potential lynx habitat.

3.5 Environmental Conditions

On June 1st, 2015 Braun Environmental, Inc. conducted a Phase 1 Environmental Investigation which revealed that some parking areas contained minor soil staining likely sourced from "drips" from vehicles. Their report stated that the stains appear to be limited to a few "drips,"

de minimis in nature, and do not represent a recognized environmental condition. Therefore, this investigation did not identify any significant environmental impacts on the property.

A Limited Phase II Subsurface Investigation of the project site prepared by AEI Consultants investigated the potential for petroleum and hazardous chemicals used for auto servicing in the green and brown buildings (Photo 5) to have infiltrated the subsurface via floor drains installed in each building. To further examine the extent of these substances in the subsurface, Site Services Drilling of Golden, Colorado drilled three borings for soil sampling and two groundwater monitoring wells (Figure 4). The results of their analysis indicate that TPH and petroleum compounds were present but remained below the limits of accepted concentrations following the US EPA Regional Screening Levels for industrial soil and protection for groundwater. Therefore, these compounds only generate low level impacts that do not require further action at this point.

3.6 Noise & Odors

The site is in the developed South Town Commercial Zone of Minturn Colorado and is directly adjacent to Highway 24 corridor. This road generates noise and odors from traffic. There are no significant sources of noise or odors from the existing land uses on the project site.

3.7 Visual Conditions

The project area is visible from Highway 24 and is currently occupied by a mix of housing, mobile homes, and commercial buildings. The existing structures are one or two stories high. The visual character is impacted by old buildings, cracked pavement, and piles of construction materials (Photo 8).

3.8 Land Uses

This area has been designated as mixed use. The existing site contains a fully occupied 3,000 sf commercial building with two apartments above (Photo 9). The site also contains four single family homes, two mobile homes, one industrial garage/shop and a large area of vacant land that formerly housed nine mobile homes (removed in 2019).

In addition, the property has been used to store miscellaneous items including vehicles, tools, and building materials.

3.9 Population

The existing population of the property is housed by the 3,000-sf commercial building with two apartments above, four single family homes, and two mobile homes.

3.10 Traffic

US Highway 24 serves as Main Street through Minturn and is the main road access to the site. Currently three entrances provide access from Highway 24.

McDowell Engineering, LLC of Eagle, Colorado prepared a Traffic Impact Study to analyze current and projected traffic along Highway 24 (Figure 12). Traffic data were documented from CDOT's Online Transportation Information System (OTIS) by assessing the nearest Traffic Counter Station (100776), which extends from Mile Marker 145.537 to Mile Marker 150.868. The most recent CDOT traffic counts at this station at the

time of analysis were taken on October 2-3, 2019. These values were adjusted based on a seasonal adjustment factor of 1.30 and an expected yearly growth rate of 0.05%.

Traffic for 2022 along Highway 24 was averaged as 302 vehicles per hour (vph) westbound and 55 vph eastbound during the morning peak hour (7:00 am), and 125 vph westbound and 303 vph eastbound during the evening peak hour (5:00 pm). By 2024, traffic along Highway 24 is projected to increase to 305 vehicles per hour westbound and 56 vph eastbound in the morning peak hour, and 126 vehicles per hour westbound and 306 vph eastbound at 5:00 pm.

The project site does not contain a sidewalk along Highway 24 or public paths/access to While River National Forest / Marin Creek Open Space.

4.0 PROPOSED PROJECT

This report describes the environmental impact of the PUD proposal for Midtown Village. The proposed project would enhance and redevelop one of the last infill areas remaining within Minturn designated for higher density redevelopment by uniting adjacent properties/addresses (947, 961, 981, 985 & 987 Main Street) into one 2.53-acre Plat.

The vision for the project is to provide a diverse mix of affordable housing types and new commercial business space opportunities with 64% of the project designated as Resident-Occupied Deed Restricted. The proposed commercial and residential spaces are designed to complement the existing residential properties and businesses surrounding the site and enhance the availability of affordable housing and commercial space within the town of Minturn. Figure 10 shows the proposed development plan.

4.1 Commercial

The existing commercial building (Photo 9) will be renovated to contain grade-level commercial space. A second commercial building will be constructed along Main Street and will occupy an area of 4,500 sf.

4.2 Apartments

Both the existing and proposed commercial buildings will contain second-story loft apartments. Two Resident-Occupied Deed Restricted Rental apartments will be located above the existing structure, and four rental apartments will be built within the new commercial building.

Construction of a sixteen-unit apartment building will be situated at the southeastern corner of the property. These units will be Resident-Occupied Deed Restricted Rentals. This structure will cover an area of 13,394 sf.

4.3 Townhomes

Two townhome buildings will contain a total of ten units available for sale. These structures will be located on the east side of the property and each cover 4,000 sf.

4.4 Single Family Homes

A total of ten single family homes situated on the west side of the property will help fulfill the vison of providing an affordable pathway to homeownership in Minturn. Eight of these homes will be Micro Homes that range from 600-1000 sf and cover an area of 500 sf. The proposed Micro Homes take inspiration from a group of houses constructed in the 1960s on the south side of town to provide schoolteacher housing.

The other two houses will be cottages each covering 920 sf of the project site.

4.5 Access and Transportation

Site access to the Midtown Village site will be provided by an existing access road at mile marker 146.16 on Highway 24. Currently, there are three access points for the six-parcels, two of which will be closed. Paved parking spaces and an underground parking garage situated beneath the apartment building will provide resident parking.

Additionally, the construction of an on-site ECO Bus shelter will provide direct public transportation to and from the site. A sidewalk will join existing sidewalks to enhance the connectivity of pedestrian infrastructure, and a trail system will facilitate access to Marin Creek Open Space and White River National Forest from Highway 24.

4.6 Utilities

Midtown Village anticipates that the Town water system would supply 100% of the domestic water and ERWSD would provide 100% of the sanitary sewer service. The developer has accounted for the current state of Minturn's water resources and the proposed improvements that are in process.

The capacity for both water and sewer resources is anticipated to be available and sufficient for the project by the time of buildout of each phase. Phase 1 of the development (which encompasses upgrading the current site infrastructure, renovating the existing commercial building, constructing the apartment building, and creating the ECO Bus shelter) will reallocate the water supply and number of taps currently used on this site. New water and sewer main and service lines will be installed. The existing overhead Xcel Power lines will be removed and replaced by buried power services.

Phase 2 (single family homes and townhomes) and Phase 3 (the new commercial building) will entail the purchase of 22.5 water taps and a Commercial tap after the town water system changes are in place, additional water capacity is available, and the moratorium is lifted. Sewer services for Phases 2 and 3 will be available after the completion of the ERWSD Dowd lift station project.

4.7 Stormwater Management

The stormwater management system will facilitate infiltration of stormwater into the subsurface to recharge the groundwater, aided by the highly infiltrative nature of on-site subsurface material. Stormwater runoff will be routed to StormTech SC-740 belowground detention chambers with a capacity of 1000 CF. The overflow outlet will tie into the Town's stormwater conveyance system, which was designed to take on the capacity of water

draining from the project site and surrounding National Forest / Martin Creek Open Space in the event of a significant storm (Figures 3 and 11). A forebay with separators at storm inlets will remove sediment which can be cleaned out for maintenance.

This stormwater system will be complemented by landscaping that improves infiltration. Xeriscape and native seed mix will increase green space by 40,000 sf.

5.0 IMPACTS & MITIGATION

5.1 Hydrology

5.1.1 Surface Water

The construction of Midtown Village is anticipated to have a positive impact on water quality by promoting infiltration of stormwater runoff. While the proposed project will increase the impervious surfaces, the existing site has no stormwater system and runoff sheet flows across the site. Stormwater will be routed to underground detention chambers where infiltration can occur. In addition, runoff from the three adjacent basins shown in Figure 3 will be integrated into the system. Designated sites for snow storage upon removal from streets, sidewalks, and parking areas will facilitate proper snowmelt drainage into the planned stormwater detention.

5.1.2 Groundwater

The proposed project will enhance groundwater recharge by utilizing the infiltrative properties of the on-site soil. Stormwater will recharge groundwater by infiltrating into the subsurface in the underground stormwater detention chambers, and additional surface water will infiltrate into the ground with the expansion of green space by 40,000 sf.

5.1.3 100-Year Floodplain

Figure 5 illustrates the extent of the 100-year floodplain. The project will not impact or be impacted by the 100-year floodplain.

5.2 Atmospheric Conditions

There would be a short-term increase in hydrocarbon pollutants and dust during the construction process. Over the long-term, the proposed project would have a small and unmeasurable impact on air quality due to a projected increase in traffic. Over time, increased use of multimodal transportation, encouraged by the installation of the ECO bus shelter and sidewalks, could reduce the effects of increased traffic. Eagle County is in an air quality attainment area (Table 1; Appendix A).

5.3 Geologic Conditions

5.3.1 Geology

No geologic hazards such as debris flows, avalanches, or rock falls have been documented for this site.

5.3.2 Soils

A subsoil investigation performed by Kumar and Associates, Inc., which focused on the eastern portion of the site, noted that the current substrate is not particularly suitable to support buildings or pavement. They proposed the use of lightly loaded spread footings to

rest upon the natural soils and structural fill, and moderately loaded spread footings to extend down to the denser sandy gravel and cobble soils beneath the less stable surface layers. If heavier loads are necessary, Kumar and Associates requested to be contacted for further guidance.

Erosion during site construction will be mitigated by the installation of BMPs including temporary geotextile silt fences, vehicle tracking control, and catch basin/inlet filters.

5.4 Biotic Conditions

5.4.1 Vegetation

The project will have no impact on existing native plant communities because none occur within the Midtown Village project site. The proposed landscape plan utilizes a mix of nonnative and native plant species. A native seed mix will be used to revegetate the portion of the property adjacent to White River National Forest. The project would increase green space by approximately 40,000 sf.

5.4.2 Wildlife

Both the current and proposed project area consist of housing and commercial developments that do not provide significant wildlife habitat (Figures 8 and 9). The surrounding parcels are occupied by a heavily traveled highway, housing, and business developments that limit the wildlife habitat potential. Redeveloping the site should not significantly alter wildlife behavior or habitat due to the existing low value of the site. However, increased recreational use of adjacent open space has the potential to generate an indirect impact on wildlife.

5.5 Environmental Impacts

The developer has taken into consideration that old buildings potentially contain asbestos and is coordinating with CDPHE to address this issue. One building that has been identified to contain asbestos will be mitigated in accordance with legal requirements. A CDPHE demo permit has been acquired for this structure.

5.6 Noise & Odors

A short-term increase in noise and odors will occur during the construction phase, but will subside following the completion of the project. The noise and odor level associated with the long-term change in residential and commercial use is anticipated to be minimal.

5.7 Visual Impacts

The proposed PUD will upgrade the existing old commercial and residential structures to contemporary structures, infrastructure, and landscaping. An HOA will maintain the grounds. While additional structures will be constructed, these buildings will not exceed 28 ft. in height, in accordance with code guidelines.

All aspects of architecture, design details and landscaping are controlled by the Midtown Village team and will not be left to an outside party. All proposed designs will be shared during the PUD approval process.

5.8 Land Uses

The project expands the historical use of this property for diverse land uses by providing commercial space and various types of residential units. 25,000 sf of are designated as open space in keeping with the vision of the Community Plan. Part of this open space will be allocated to residential community gathering areas. The open space will also contain an internal network of new sidewalks and trails which will not only connect directly to the new HWY 24 Sidewalk project, but will also extend the existing sidewalk, which currently ends at 997 Main Street, to 1041 Main Street. The proposed internal trail system will provide direct access to Martin Creek / National Forest open space safely away from Highway 24.

5.9 Population

The current residential site structures consist of four single family homes, two mobile homes, and two apartments above the commercial building. The planned PUD would support an increased population as there will be more occupiable structures. These include ten-single family townhouse units, two cottages, eight single family homes, sixteen rental apartments, and six lofts above the commercial buildings. The PUD would increase the residential capacity from eight to thirty-six units.

Commercial space will also expand upon the single existing commercial building to incorporate a second commercial structure. This new building is proposed to be used in part as a COWORK / Shared Community Workspace to facilitate affordable office space for local businesses.

5.10 Traffic

The completed project will have one main entrance and close the two additional existing driveways. McDowell Engineering, LLC of Eagle, Colorado prepared a traffic study projecting potential traffic conditions associated with the use of this single access. This study shows that at buildout, the proposed development may generate approximately 54 vehicles trips in the morning peak hour (7:00 am) and 75 vehicle trips in the evening peak hour (5:00 pm). Such traffic increase requires the construction of a right-turn deceleration lane. A State Highway Access Permit is necessary to approve the proposed traffic adjustments with a recommended design hour volume of 75 vehicles per hour.

Personal vehicle traffic impacts will be minimized by the construction of an ECO bus shelter and the connection and extension of the Minturn sidewalk system. The construction of a trail system will facilitate access to White River National Forest and Martin Creek Open Space from Highway 24.

5.11 Fiscal Impacts

This project is anticipated to generate revenue for the Town of Minturn. A fiscal impact analysis was developed by Stan Bernstein and Associates of Vail, Colorado on June 1st, 2021 based upon the construction of a total of 42 residential units and 3,000 sf of commercial space. This report anticipates that between 2021-2030, the General Fund will exceed expenditures by $817,000 and the Incremental Capital Fund will generate around $475,000. The installation of additional 23-25 SFE Residential Taps and a Commercial Water Tap will generate Incremental Water Tap fee revenues. Revenue for the Town of Minturn will likely also be generated from increased Cash in Lieu, Real Estate Transfer, Construction Use, and

Sales/Property Taxes. The developer envisions the new commercial space to be used in a way that would generate Sales Tax or Fees for the Town of Minturn and potentially serve as a COWORK space.

The Town of Minturn Public Works department is not anticipated to be significantly impacted because project site maintenance (including snow removal) will be managed by an HOA and property residents.

5.12 Permits & Coordinating Agencies

- McDowell Engineering's report states that a State Highway Access Permit will be required for the installation of a right-turn deceleration lane on Highway 24.
- Because site grading will disturb more than one acre, a stormwater permit may be required from the Colorado Department of Public Health and Environment (CDPHE).
- A CDPHE demo permit has been obtained for the demolition of the existing structures that contain asbestos.
- A water main easement, sanitary sewer easement, and the re-alignment of a sewer main will be coordinated with the Town of Minturn and ERWSD.
- The developer will coordinate with Xcel power to replace existing overhead power lines with buried power infrastructure.
- Ability-to-serve letters have been issued by emergency services.

6.0 SUMMARY OF ENVIRONMENTAL IMPACTS

The proposed project is an opportunity to provide significant upgrades over the existing condition.

- The construction of Midtown Village is anticipated to have a positive impact on water quality. The installation of an underground stormwater system and 40,000 sf of additional green space will facilitate infiltration and groundwater recharge of runoff that currently sheet flows across the site.
- The subsurface soil of the site is somewhat unstable and merits the use of spread footings of varying depths based upon the amount of loading.
- The proposed project will not impact native vegetation communities since none are present on the project site. Instead, the project will increase green space by 40,000 sf, including an area landscaped with a native seed mix.
- The project site does not provide quality wildlife habitat and is outside the areas mapped as elk winter range or potential habitat for Canada lynx. Increased recreation use of adjacent open spaces may generate indirect habitat impacts.

- A Phase I Environmental Report and Phase II Subsurface Investigation Report identified some soil staining from vehicle "drips" as well as TPH and petroleum compounds from automobile servicing. However, the concentrations of these hazards were below US EPA Regional Screening Levels such that no further action is necessary at this point.

- The presence of asbestos in existing buildings will be mitigated following legal guidelines. Necessary CDPHE demo permits will be obtained.

- A short-term increase in hydrocarbons, dust, noise, and odors is expected during construction activities. Over the long term, there will be a minimal impact from increased traffic.

- The visual character of the site will be upgraded from old buildings to modern structures. Weedy vegetation and stacked construction materials will be replaced by landscaping that includes xeriscaping and native seed mix revegetation.

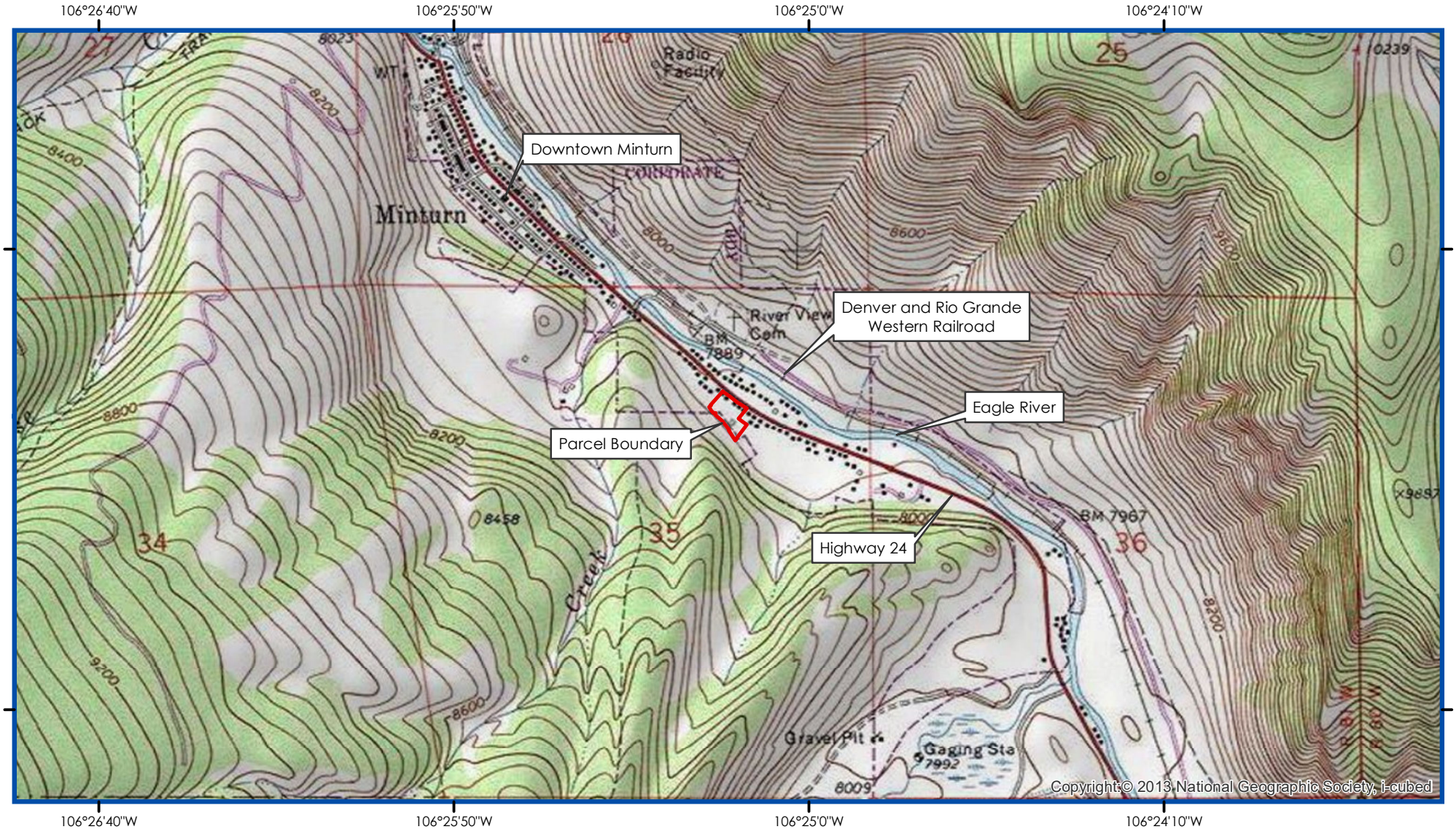
- The development is projected to increase traffic in the peak hours by 45 trips per hour at 7:00 am and 75 trips per hour at 5:00 pm. The remaining entrance warrants a right-turn deceleration lane.

- The historic designation of mixed residential and commercial use will be maintained, while also increasing the number of affordable housing and commercial spaces. A trail and sidewalk network will connect the sidewalk at 997 Main Street, to 1041 Main Street and provide access to Martin Creek / National Forest open space.

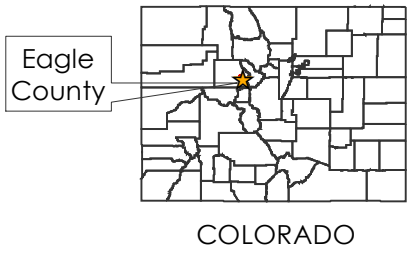
- The population capacity of the site will increase from 8 to 36 residential units with the vision of expanding available affordable housing for the local workforce. A renovated commercial space and new commercial building are anticipated to provide office space (possibly a COWORK space rental) and/or an area for lease.

- The PUD is predicted to generate positive fiscal impacts for the Minturn community. The local workforce will be provided with additional affordable housing and commercial space. The Town of Minturn will likely obtain revenue from increased Cash in Lieu, Real Estate Transfer, Construction Use, and Sales/Property Taxes.

7.0 FIGURES



BASE: USGS 7.5' Minturn Quadrangle, Colorado



Parcel Boundary

N

1:24,000

0 600 1,200 2,400

Feet

FIGURE 1. PROJECT LOCATION MAP
MIDTOWN VILLAGE

November 2022

Prepared by:

Birch Ecology LLC

429 Main Street
P.O. Box 170
Lyons, CO 80540
(720) 350-2530
www. birchecology.com





Credits: Esri World Imagery Basemap,
Esri World Street Map Basemap

LEGEND

Project Site

N

1:2,000

0 50 100 200

Feet

14

FIGURE 2. AERIAL PHOTO
MIDTOWN VILLAGE

November 2022

Prepared by:

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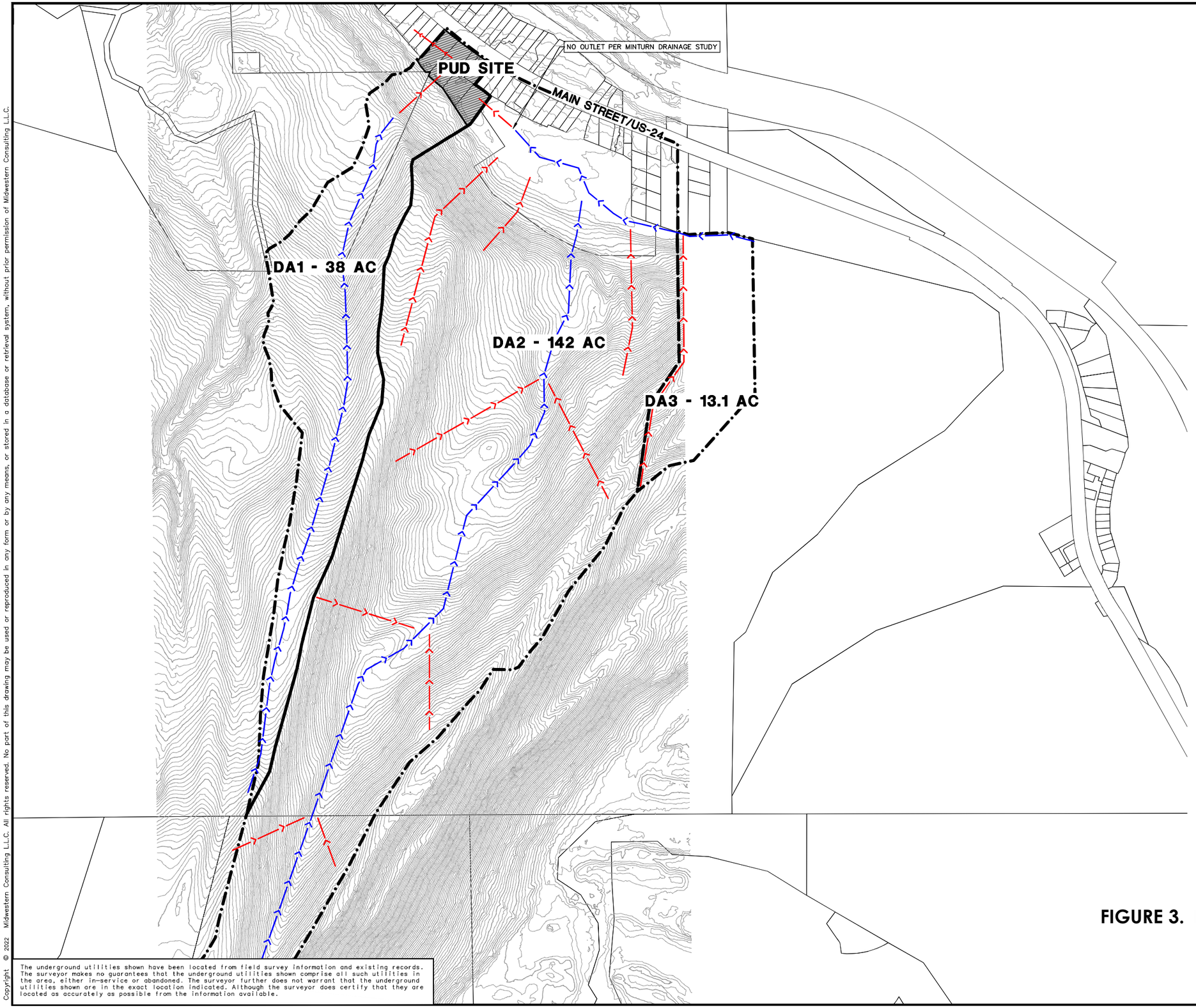

SCALE: 1" = 100'

0 100 200 300

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NOTES

1. CONTOURS ARE NOT FIELD VERIFIED AND ARE INSERTED PER USGS GIS DATA
2. EXISTING DRAINAGE AREA PATTERNS AND AREAS ARE ESTIMATED.

LEGEND

- 838 — EXIST. CONTOUR
- EXIST. DRAINAGE AREA BOUNDARY
- FLOW PATH CONCENTRATED FLOW
- FLOW PATH SHEET FLOW

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

FIGURE 3. EXISTING DRAINAGE PLAN
MIDTOWN VILLAGE
November 2022

M:\Civil3d_Proj\20067\Site Plan\20067DA1.dwg, 10/13/2022 10:51 AM, Charity A. Richards, 03 EXISTING DRAINAGE PLAN, MCLLC PDF.pc3
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MINTURN, CO 81645
JEFFREY D. ARMSTEAD
970-471-0618

MIDTOWN VILLAGE PUD

EXISTING DRAINAGE PLAN

03

DATE: 8/24/22
SHEET 03 OF 27
CAD:
ENG: ROW
DES: AEB
TECH:
I:20067TDA1

JOB No. 20067
REVISIONS: REV. DATE

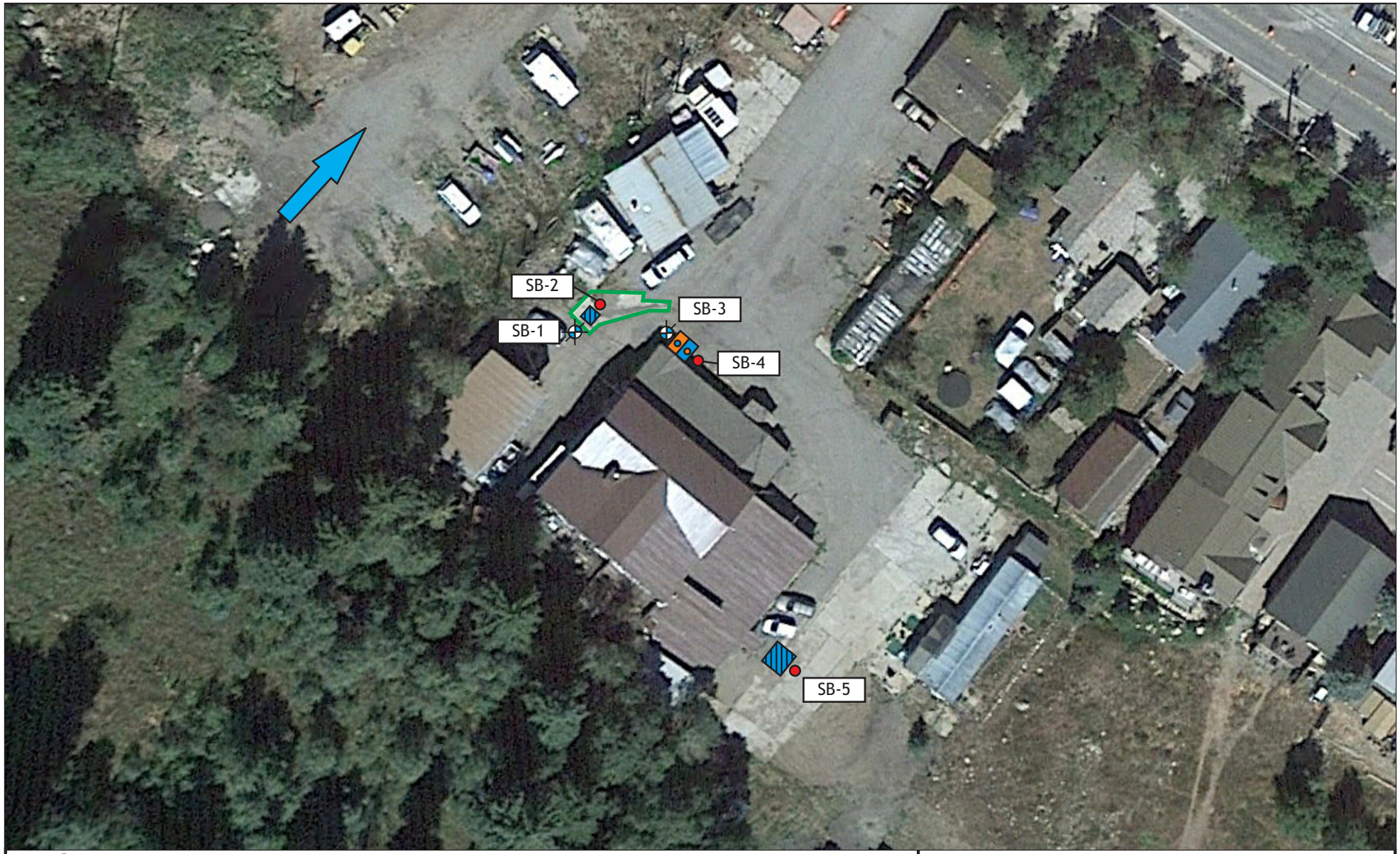

FIGURE 4. SOIL BORINGS BY AEI CONSULTANTS



LEGEND

- Parcel Boundary
- 100-Year Floodplain

N

0 125 250 500

Feet

FIGURE 5. 100-YEAR FLOODPLAIN
MIDTOWN VILLAGE

November 2022

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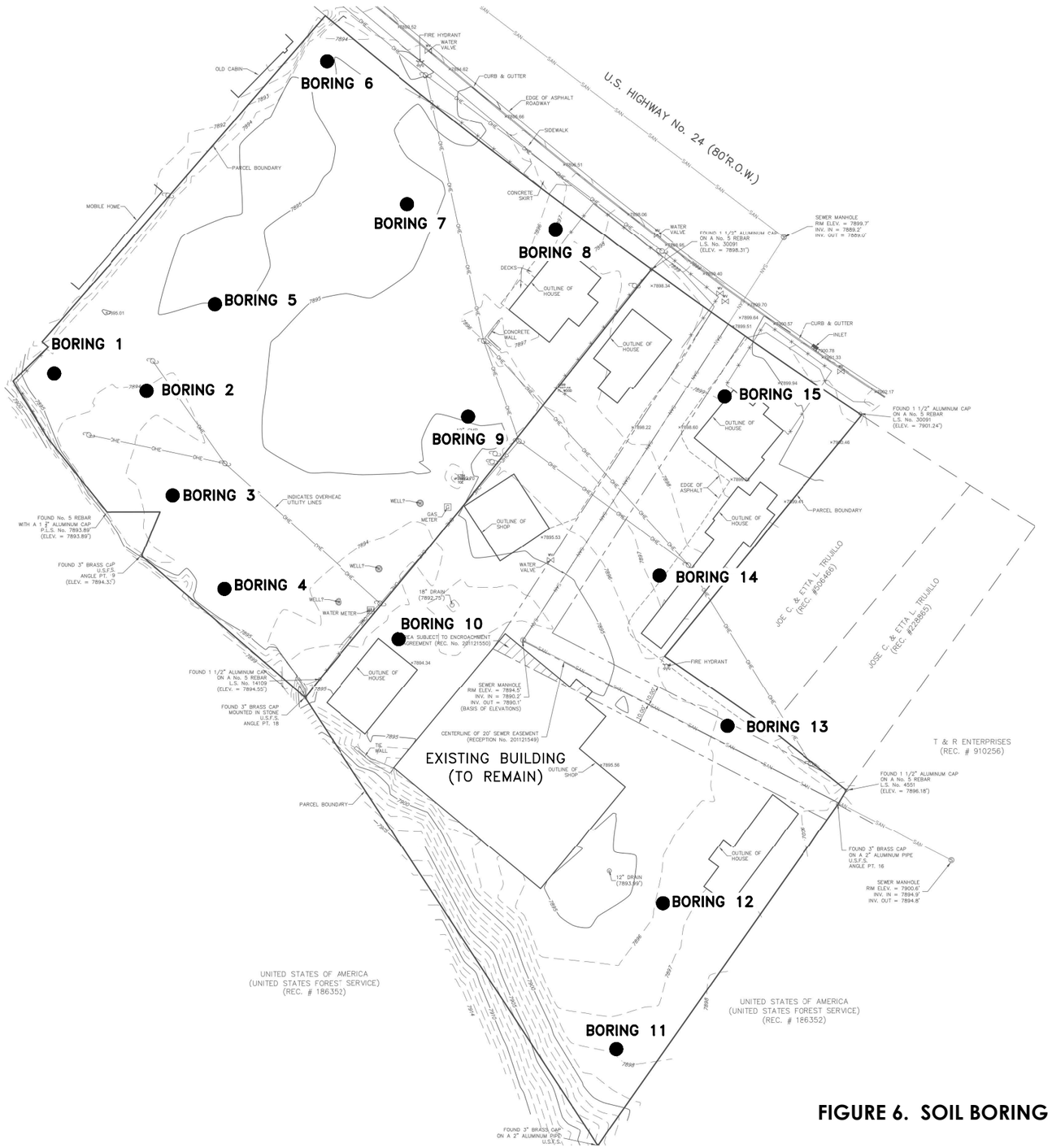

FIGURE 6. SOIL BORING MAP BY KUMAR AND ASSOCIATES INC.
MIDTOWN VILLAGE
November 2022

22–7–293	Kumar & Associates	MIDTOWN VILLAGE, MINTURN	LOCATION OF EXPLORATORY BORINGS	Fig. 1

July 25, 2022 – 06:36am
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FIGURE 7. NRCS SOIL MAP
MIDTOWN VILLAGE

November 2022

LEGEND

Parcel Boundary

NRCS Soil Types

45—Forsey cobbly loam, 3 to 12 % slopes

9—Ansel-Anvik association, 25 to 45 % slopes

N

0 50 100 200

Feet

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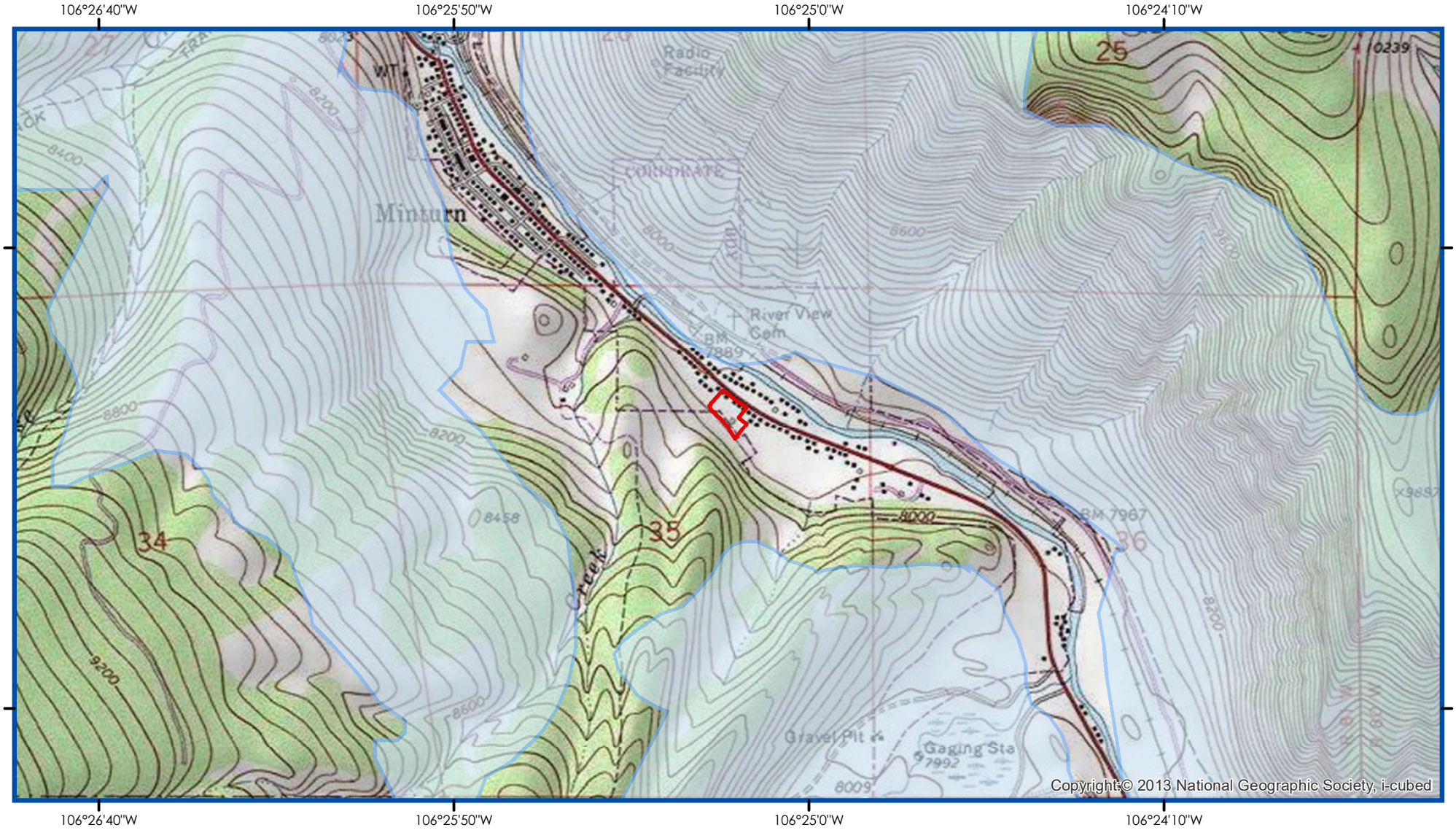

BASE: USGS 7.5' Minturn Quadrangle, Colorado

FIGURE 8. ELK WINTER RANGE
MIDOWN VILLAGE

November 2022

LEGEND

- Winter Range
- Parcel Boundary

N

1:24,000

0 600 1,200 2,400
Feet

Prepared by:

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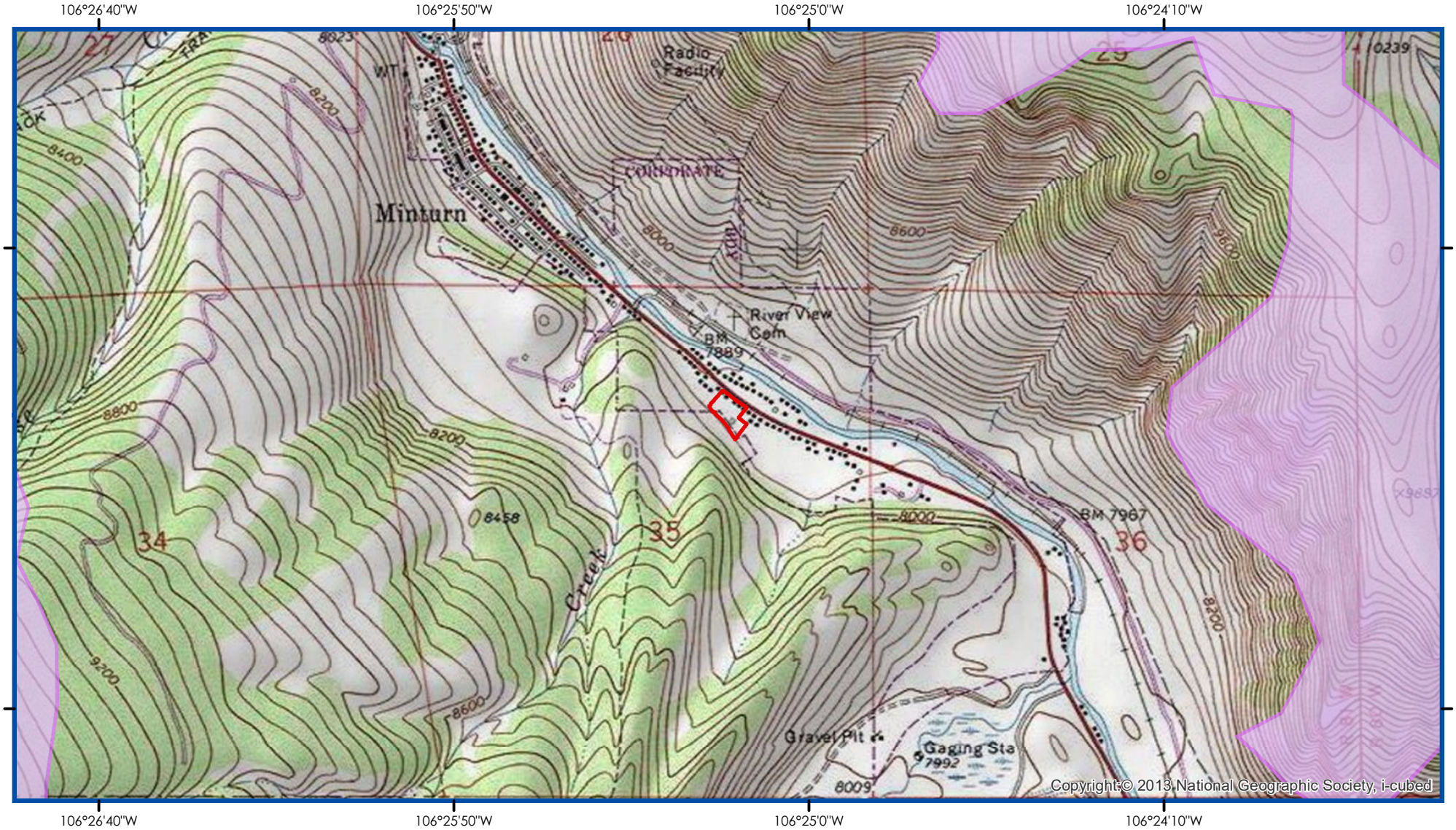

BASE: USGS 7.5' Minturn Quadrangle, Colorado

FIGURE 9. POTENTIAL LYNX HABITAT
MIDTOWN VILLAGE
November 2022

LEGEND

- Potential Lynx Habitat
- Parcel Boundary

N

1:24,000

0 600 1,200 2,400
Feet

Prepared by:

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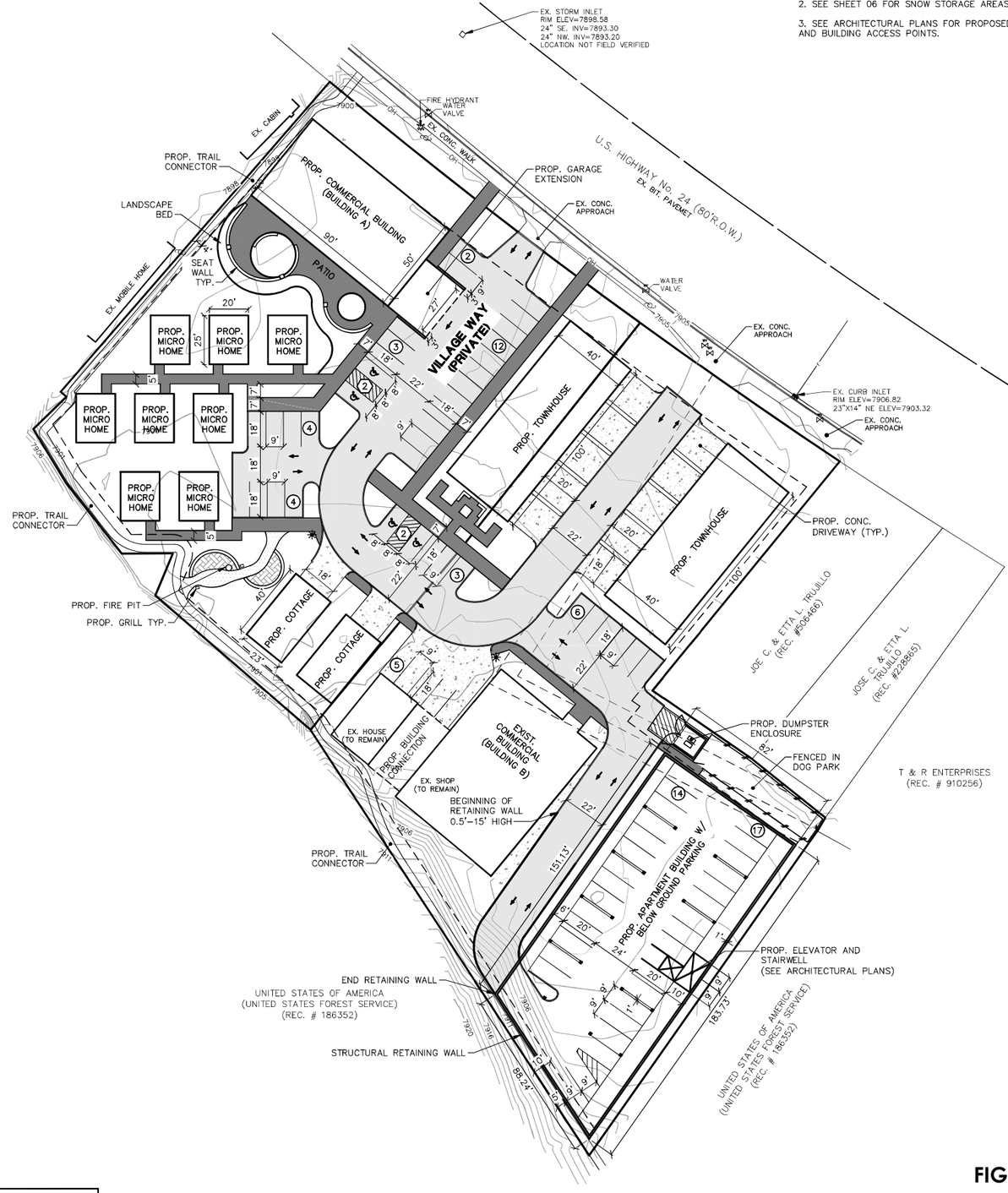
(720) 350-2530
www.birchecology.com

NOTES

1. ALL CONCRETE WALKS SHALL BE 5 FEET WIDE EXCEPT WHERE OTHERWISE DIMENSIONED ON THE PLANS.

2. SEE SHEET 06 FOR SNOW STORAGE AREAS.

3. SEE ARCHITECTURAL PLANS FOR PROPOSED BUILDING LAYOUTS AND BUILDING ACCESS POINTS.



SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- EXIST. UTILITY POLE
- EXIST. OVERHEAD UTILITY LINE
- EXIST. HYDRANT
- EXIST. WATER VALVE
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. SANITARY SEWER
- SIGN
- POST
- EXIST. GAS VALVE
- WELL
- FENCE
- PROPOSED CONC. WALK
- PROPOSED BIT. PAVEMENT
- PROPOSED CONC. PAVEMENT
- NUMBER OF STANDARD PARKING SPACES IN ROW
- NUMBER OF BARRIER FREE PARKING SPACES IN ROW
- TRAFFIC DIRECTION ARROWS
- PROP. LIGHT POLE

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FIGURE 10. PROPOSED DEVELOPMENT PLAN
MIDTOWN VILLAGE
November 2022

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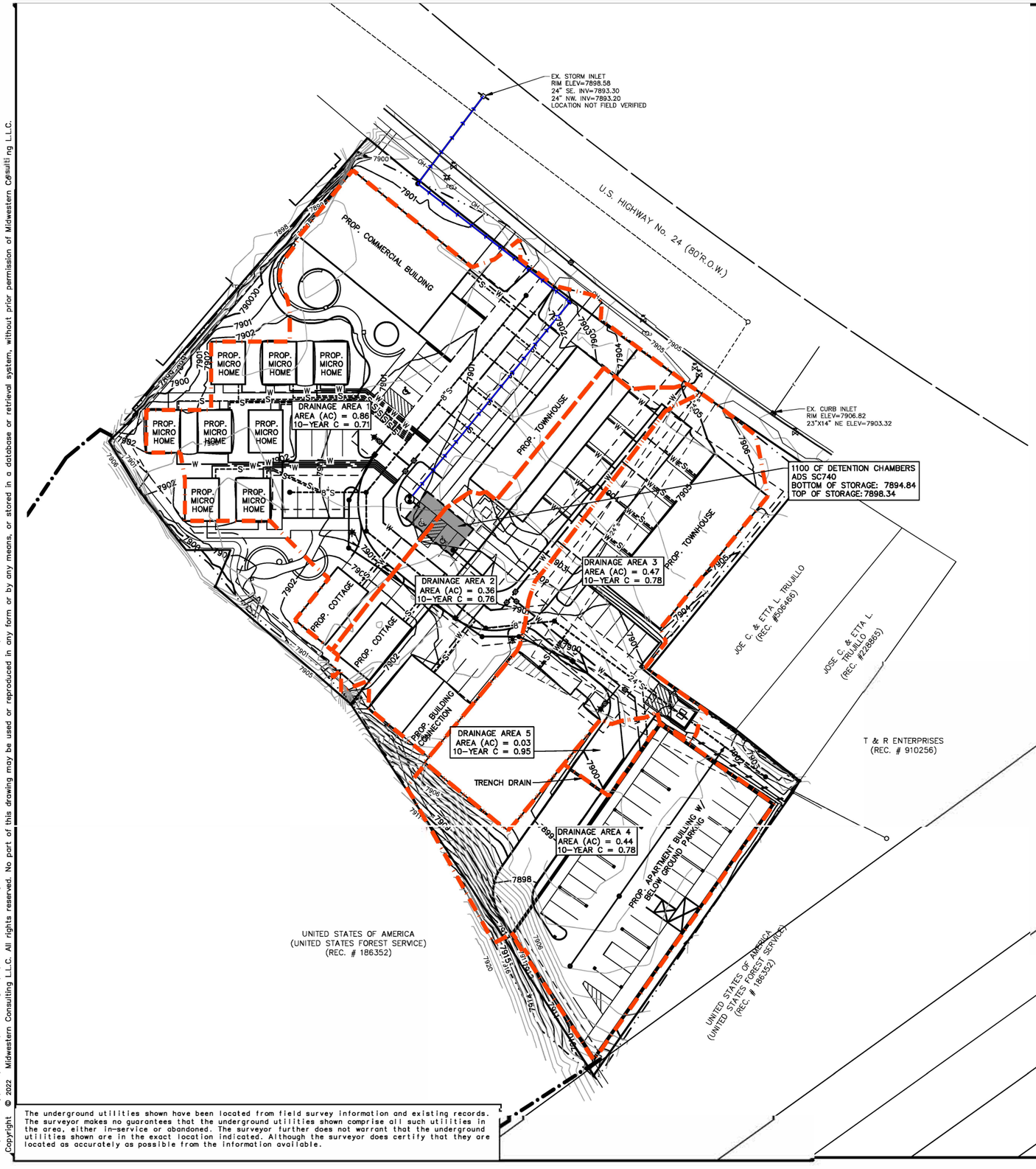
MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

MIDTOWN VILLAGE PUD
SITE PLAN

05

DATE: 10/5/22
SHEET 05 OF 27
CADD:
ENG: ROW
MAN: KEB
TECH:
Z0067SP1

JOB No. 20067
REVISIONS:
REV. DATE



LEGEND

- EXIST. UTILITY POLE
- EXIST. OVERHEAD UTILITY LINE
- EXIST. HYDRANT
- EXIST. WATER VALVE
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. SANITARY SEWER
- SIGN
- POST
- EXIST. GAS VALVE
- WELL
- FENCE
- PROP. SANITARY SEWER
- PROP. WATER MAIN
- PROP. CATCH BASIN OR INLET
- PROP. DRAINAGE AREA
- PROP. UNDERGROUND STORM SEWER STORAGE
- EMERGENCY OVERFLOW ROUTING

SCALE: 1" = 30'

0 30 60 90

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

STORMWATER VOLUME CALCULATIONS

Subcatchment Name	Area (ac)	NRCS Hydrologic	Percent Impervio	Runoff Coefficient, C						
				2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr
Existing Site	2.52	C	28.0	0.20	0.26	0.34	0.48	0.53	0.60	0.68
Proposed Site	2.52	C	72.0	0.58	0.62	0.66	0.72	0.75	0.78	0.81

SITE DRAINAGE AREA CHARACTARISTICS - EXISTING CONDITIONS

Tributary Area (A) = 2.52 Acres
Run-off Coefficient (C) = 0.34
Existing Constant (Ke) = 0.85
Allowable Outflow Rate (Qa)* = 0.50 cfs*

* Allowable outflow rate (Qa) is computed by one of the following equations:
Case 1 Qa = capacity of existing discharge conduit or channel
Case 2 Qa = q * A where q = Permissible discharge rate per acre of tributary area = N/A cfs / Acre

SITE DRAINAGE AREA CHARACTARISTICS - PROPOSED CONDITIONS

Tributary Area (A) = 2.52 Acres
Run-off Coefficient (C) = 0.66
Design Constant (Kd) = 1.67
Allowable Outflow Rate (Qa)* = 0.50 cfs*

* Allowable outflow rate Qa is computed by one of the following cases:
Case 1 Qa = capacity of existing discharge conduit or channel
Case 2 Qa = q * A where q = Permissible discharge rate per acre of tributary area = N/A cfs / Acre

1-HOUR RAINFALL DEPTH P1

2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr
0.53	0.69	0.83	1.06	1.26	1.47	2.05

DETENTION BASIN SIZING

10 YEAR STORM

1 Duration (Minutes)	2 Duration (Seconds)	3 Intensity (10- yr Storm) (In/Hr)	4 Col. #2 x Col. #3 (Inches)	5 Existing Peak Flow, Q (CFS)	6 Proposed Peak Flow, Q (CFS)	7 Net Peak Flow, Q (CFS) Col. #6 - Col. #5	8 Existing Volume Generated= Col. #4 x Ke	9 Proposed Volume Generated = Col. #4 x Kd	10 Net Volume Generated	11 Outflow Volume = Col. #2 x Qa (Cu. Ft.)	12 Storage Volume = Col. #10 - Col. #11 Cu
5	300	3.83	1.352	3.44	4.79	2.39	722	1,412	691	151	540
10	600	2.25	1.352	1.92	3.76	1.84	1151	2,253	1,102	302	800
15	900	1.59	1.702	1.61	3.15	1.54	1,441	2,825	1,384	453	931
30	1,800	1.31	2,353	1.11	2.18	1.07	2003	3,920	1,917	907	1,010
40	2,400	1.10	2,632	0.93	1.83	0.90	2241	4,388	2,145	1,210	935
60	3,600	0.84	3,031	0.72	1.40	0.68	2580	5,050	2,470	1,814	656
90	5,400	0.64	3,435	0.54	1.06	0.52	2924	5,723	2,799	2,722	78

Note: > Figures in Columns (3) are computed by Equation 5-3 in the UDCSM per the Town of Minturn Ordinance

Eq. 5-3

$$I = \frac{28.5\,P_1}{(10 + T_d)^{0.786}}$$

1-HOUR RAINFALL DEPTH P1

2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr
0.53	0.69	0.83	1.06	1.26	1.47	2.05

DETENTION BASIN SIZING

5 YEAR STORM

1 Duration (Minutes)	2 Duration (Seconds)	3 Intensity (10- yr Storm) (In/Hr)	4 Col. #2 x Col. #3 (Inches)	5 Existing Peak Flow (CFS)	6 Proposed Peak Flow (CFS)	7 Net Peak Flow (CFS) Col. #6 -Col. #5	8 Existing Volume Generated= Col. #4 x Ke	9 Proposed Volume Generated = Col. #4 x Kd	10 Net Volume Generated	11 Outflow Volume = Col. #2 x Qa (Cu. Ft.)	12 Storage Volume = Col. #10 - Col. #11 (Cu
5	300	3.83	1.352	1.08	3.87	1.85	593	1,161	568	151	417
10	600	1.85	1.112	1.58	3.09	1.51	947	1,853	906	302	604
15	900	1.55	1.400	1.30	2.59	1.27	1167	2,332	1,141	454	687
30	1,800	1.07	1,935	0.91	1.78	0.88	1647	3,223	1,577	907	669
40	2,400	0.90	2,164	0.77	1.50	0.73	1843	3,607	1,764	1,210	554
60	3,600	0.69	2,482	0.60	1.15	0.56	2122	4,153	2,031	1,814	217

Note: > Figures in Columns (3) are computed by Equation 5-3 in the UDCSM per the Town of Minturn Ordinance

Eq. 5-3

$$I = \frac{28.5\,P_1}{(10 + T_d)^{0.786}}$$

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FIGURE 11. STORMWATER MANAGEMENT PLAN
MIDTOWN VILLAGE
November 2022

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MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

MIDTOWN VILLAGE PUD

PRELIMINARY STORM WATER MANAGEMENT PLAN

13

DATE: 10/7/22
SHEET 13 OF 27
CADD:
ENG: ROW
PM: KEB
FILE: 20067SR1

REV. DATE

JOB No. 20067
REVISIONS:

W:\Civil\3d_Projects\20067\Site Plan\20067SR1.dwg, 10/13/2022 10:53 AM, Charity A. Richards, 13 PRELIMINARY STORM WATER MANAGEMENT PLAN, MCLLC PDF.pc3
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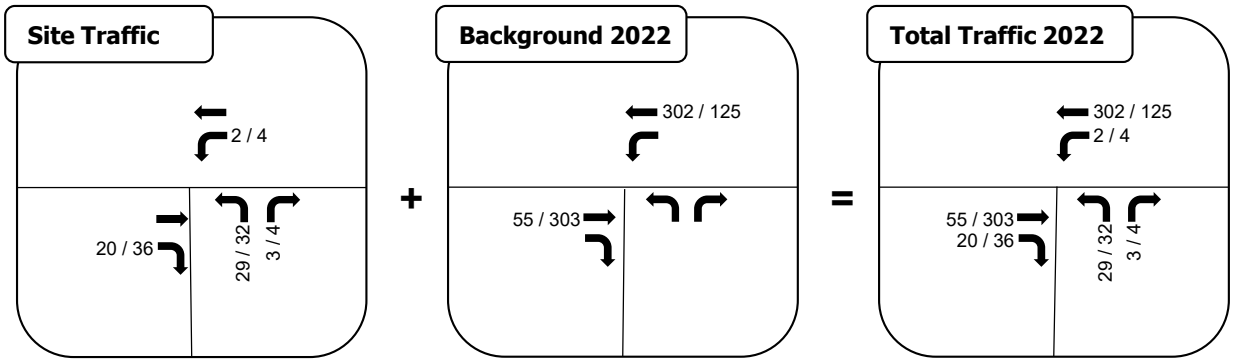

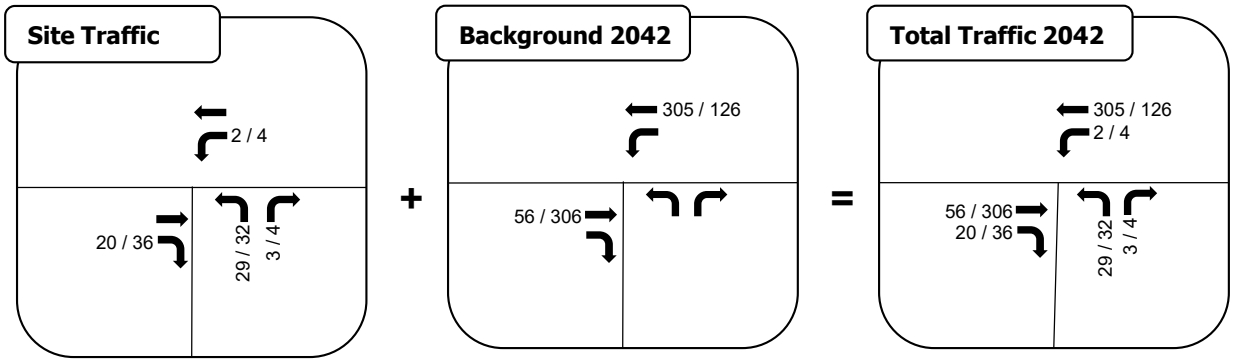

(NTS)

LEGEND
XX/XX = AM/PM Volumes (vph)
Turning Movements

8.0 TABLES

TABLE 1
CDPHE Ambient Air Concentration Estimates
Midtown Village

POLLUTANT	AVERAGING TIME	STANDARD	ESTIMATED CONCENTRATION	BASIS FOR ESTIMATE
Carbon Monoxide (CO)	1-Hour Second Maximum	35 ppm	1 ppm	Grand Junction, 2016-2018
	8-Hour Second Maximum	9 ppm	1 ppm	
Ozone (O3)	8-Hour Fourth Maximum	0.070 ppm	0.06 ppm	Rifle, 2017-2019
Sulfur Dioxide (SO2)	1-Hour 99th Percentile	0.075 ppm	0.012 ppm	RM Steel, Print Shop, 2013-2018
	3-Hour Second Maximum	0.5 ppm	0.008 ppm	
Nitrogen Dioxide (NO2)	Annual Mean	0.053 ppm	0.005 ppm	Glenwood Springs, 2015
	1-Hour 98th Percentile	0.100 ppm	0.033 ppm	
PM10	24-Hour Second Maximum	150 (ug/m3)	37 (ug/m3)	Carbondale, 2014-2016
PM2.5	Annual Mean	12 (ug/m3)	5 (ug/m3)	Carbondale, 2014-2016
	24-Hour 98th Percentile	35 (ug/m3)	10 (ug/m3)	
Lead (Pb)	3-Month Average	0.15 (ug/m3)	0.006 (ug/m3)	Denver Municipal Animal Shelter, 2009

Additional details are included in Appendix A.

TABLE 2
Vascular Plant Species List
Midtown Village

Scientific Name	Common Name	Family	Origin*
Trees			
Picea engelmannii	Engelmann spruce	Pinaceae	N
Populus tremuloides	Aspen	Salicaceae	N
Shrubs			
Juniperus communis ssp. alpina	Common juniper	Cupressaceae	N
Prunus virginiana var. melanocarpa	Choke cherry	Rosaceae	N
Rosa woodsii	Woods' rose	Rosaceae	N
Perennial Graminoids			
Bromus inermis	Smooth brome	Poaceae	I
Mahonia repens	Oregon grape	Berberidaceae	N
Rumex crispus	Curly dock	Polygonaceae	I
Taraxacum officinale	Dandelion	Asteraceae	I
Annual/Biennial Forbs			
Carduus acanthoides	Plumeless thistle	Asteraceae	I+
Cynoglossum officinale	Houndstongue	Boraginaceae	I+
Matricaria perforata (Tripleurospermum)	Wild chamomile	Asteraceae	I+
Melilotus officinalis	Yellow sweet clover	Fabaceae	I
Verbascum thapsus	Great mullein	Scrophulariaceae	I+

*Origin:
N = Native
I = Introduced
I+ = Colorado State-Listed Noxious Weed

9.0 PHOTOS



Photo 1. The site is adjacent to the White River National Forest on the southwest property line. (5/10/22).



Photo 2. A panoramic view from the southeast corner of the site displays Martin Creek Open Space on the right, stacked construction materials on the property in the center of the picture, and National Forest land to the left. (5/10/22).



Photo 3. The area on the northwest side of the site that once housed trailer homes is now empty land. The northwest boundary with adjacent residential housing (a light pink trailer home) is visible to the left side of the picture. (5/10/22).



Photo 4. A vegetated strip dominated by weeds separates the parcel into two sections. (5/10/22).



Photo 5. A mixture of building types characterizes the southeast side of the project area. An existing commercial building which will be renovated in the proposed project is visible on the left. A blue apartment building and brown garage/shop are also currently located on the property. (5/10/22).



Photo 6. Construction materials are amassed along the White River National Forest boundary. (5/10/22).



Photo 7. Construction and miscellaneous materials are piled by the far north entrance. (5/10/22).



Photo 8. Cracked patchwork pavement, old buildings, and piled construction supplies (just visible behind the white van in the center of the photo) make this site not visually appealing in its current state. (5/10/22).



Photo 9. An existing commercial building with loft apartments will be renovated. (5/10/22).

10.0 REFERENCES

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Weber, W.A. & R.C. Wittmann, 1992. Catalog of the Colorado Flora: a Biodiversity Baseline. University Press of Colorado. Niwot, Colorado. Including most recent addenda available from CU Herbarium (COLO), Boulder, Colorado.

APPENDIX A. CDPHE AIR QUALITY DATA

COLORADO
Air Pollution Control Division
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

Joe DiMaria
By email: joe@birchecology.com

May 6, 2022

Dear Mr. DiMaria,

You recently requested background estimates for air pollution in the area of the following project:

Midtown Village
10th Mountain Builders

County:		Eagle	
Latitude:	NAD83:	39.5784	AND / OR NAD27
Longitude:		-106.4198	

The estimates, and their bases, are given below.

Pollutant Standard	Standard	Estimated Concentration	Basis for Estimate
CO requested? **Yes**			
CO 1 Hour Second Maximum (ppm)	35	1	Grand Junction, 2016 - 2018.
CO 8 Hour Second Maximum (ppm)	9	1	
O3 requested? **Yes**			
O3 8 Hour Fourth Maximum (ppm)	0.070	0.06	Rifle, 2017 - 2019.
SO2 requested? **Yes**			
SO2 1 Hour 99th Percentile	0.075	0.012	RM Steel, Print Shop, 2013 - 2015.
SO2 3 Hour Second Maximum (ppm) (Secondary Standard)	0.5	0.008	
SO2 24 Hour Second Maximum (ppm)			
SO2 Annual Mean (ppm) .			
NO2 requested?) **Yes**			
NO2 Annual Mean (ppm)	0.053	0.005	Glenwood Springs, 2015.
NO2 1 Hour 98th Percentile (ppm)	0.100	0.033	
PM10 requested? **Yes**	150	37	Carbondale, 2014 - 2016.
PM10 24 Hour Second Maximum (ug/m3)			
PM2.5 requested? **Yes**			
PM2.5 Annual Mean (ug/m3)	12.0	5	Carbondale, 2014 - 2016.
PM2.5 24 Hour 98th Percentile (ug/m3)	35	10	
Pb requested? **Yes**			
Pb Rolling 3-Month Average (ug/m3)	0.15	0.006	Denver Municipal Animal Shelter, 2009.

Any ozone concentrations provided here are for informational purposes only. They are not for use in modeling. Ozone concentrations for use in modeling (AERMOD / OLM) should be requested separately.

Upon request, refinement of a single value background concentration listed above may be conducted by the modeling staff (email: emmett.malone@state.co.us), if applicable, appropriate, and justified.

These estimates are derived from ambient monitored concentrations that are available to the Division to represent background levels (added to the impacts of the project emissions and emissions from other nearby sources) in cumulative ambient air impacts for comparison to the NAAQS. They are not suitable for applications beyond that scope of use. The quantity of data is sometimes limited and may be of uncertain quality. The ambient background concentrations -

1. Do not necessarily substitute for on-site monitoring data; i.e., for permitting actions subject to PSD rules, pre-construction monitoring may be required.

2. Indicate the ambient levels in general geographic areas, not a specific location. This is particularly true for particulate concentration values.

3. Are subject to change without notice as new information is acquired.

Use of these background estimates should be accompanied by an appropriate citation that indicates their source and their limitations. Referencing this letter would be adequate, but an expanded explanation is suggested.

If you have questions, I can be reached at 303-692-3226, or email: nancy.chick@state.co.us.

Sincerely,



Nancy D. Chick
Environmental Protection Specialist
Air Pollution Control Division

C:\background concentration\request no. 241

SECTION 12 - FISCAL IMPACT STUDY

Stan Bernstein and Associates, Inc.

Financial Planners and Consultants
For Local Governments, Municipal Bond Underwriters, and Real Estate Developers
PO Box 5342
Vail, Colorado 81658
970-390-9162
amy.bernstein.greer@gmail.com

MEMORANDUM

TO: Mr. Jeffrey Armistead, 10th Mountain Builders

FROM: Amy Greer

DATE: April 18, 2024

SUBJECT: Analysis of Potential Incremental Town of Minturn Revenues Generated, and General Fund Expenditures Incurred as a result of the development of the Midtown Village PUD –Draft 3 PHASE 1 ONLY

In accordance with your request Stan Bernstein and Associates, Inc. has developed this **ANALYSIS OF POTENTIAL INCREMENTAL TOWN OF MINTURN REVENUES GENERATED, AND GENERAL FUND EXPENDITURES INCURRED, AS A RESULT OF THE DEVELOPMENT OF THE MIDTOWN VILLAGE PUD** (the "Fiscal Impact Analysis").

THE MIDTOWN VILLAGE PUD

This iteration of the Fiscal Impact Analysis is based upon a total of 21 residential units in phase 1 only. It is expected that buildout of phase 1 will be complete by the end of 2026. Aggregate non-inflated value is approximately $15.079 million as set forth on Schedule 1.

INCREMENTAL TOWN OF MINTURN REVENUES, AND GENERAL FUND EXPENDITURES, BY INDIVIDUAL ACCOUNTING FUNDS

The following paragraphs summarize the forecast non-inflated incremental Town of Minturn revenues, and incremental general fund expenditures, by individual accounting funds.

- **General Fund (Exhibit I, page 1)** General Fund revenues are expected to exceed expenditures by approximately $532,000 during years 2024 – 2033. Incremental General Fund revenues are forecast to exceed incremental expenditures by approximately $50,000 annually at stabilization (2028). This is based on marginal cost estimates for each governmental fund. While we believe these marginal cost estimates to be reasonable to use for financial modeling purposes, no attempt has been made to do a detailed analysis of every Town of Minturn service department for the purpose of precisely determining what percentage of costs are fixed and what percentage of costs are variable. Incremental General Fund revenues over expenditures will vary and could increase or decrease depending on the actual impact of the additional housing units and commercial square feet.

- **Capital Fund (Exhibit II, page 2)** Incremental Capital Fund revenues, which include 4% use tax revenues, are forecast to generate approximately $240,000 on a non-inflated basis during the analysis period.

- **Water Enterprise Fund (Exhibit III, page 3)** Incremental Water Enterprise Fund revenues are forecast to generate approximately $308,000 during the analysis period. These revenues will be available to defray water utility operating costs and for transfer to the General Fund. There are no Incremental Water Tap fee revenues, System Improvement fee revenues or Cash in lieu revenue.

APPROACH, METHODOLOGY AND UNDERLYING ASSUMPTIONS

Stan Bernstein and Associates, Inc. believes that the most understandable way to assess the Midtown Village PUD revenue and expenditure impacts to the Town of Minturn is to identify (i) the incremental General Fund revenue and expenditure impacts, and (ii) the individual revenue impacts for the Town of Minturn's Capital Fund, and Water Enterprise Fund. Although not a direct revenue impact to the Town of Minturn, the incremental Fire Impact Fee revenues have also been identified. The incremental revenue and expenditure impacts have been identified for the years ending December 31, 2024 through 2033.

Incremental Town of Minturn Assessed Valuation. Incremental assessed valuation expected to be generated as a result of the Midtown Village PUD is forecast to be approximately $1.554 million by tax collection year 2028 as set forth on Schedule 1. Assessed valuation is expected to increase as a result the sale and platting of lots and from the completion of homes. Assessed valuation forecasts do not include the impacts

of inflation and assume that vacant platted lots will be assessed at 29% of 75% of market value and completed living units will be assessed at 6.8% of market value.

Incremental Town of Minturn Property Tax Revenues. Incremental Town of Minturn property tax revenues expected to be generated from the Midtown Village PUD are forecast to increase from $16,053 for tax collection year 2026 to $27,876 by tax collection year 2028 as presented on Exhibit I, page 1. This assumes that the Town of Minturn General Fund mill levy remains 17.934.

Incremental Town of Minturn Sales and Use Tax Revenues. Non-inflated incremental Town of Minturn 4.0% sales tax revenues expected to be generated from the Midtown Village PUD are forecast to be approximately $12,274 annually beginning in 2026. Sales tax revenue forecasts assume that an average of 3.0 persons will occupy each completed living unit; it is assumed that 80% of residential living units will be occupied for a full-year, 15% will be occupied for half of the year, and 5% will be occupied for 1 month of the year. It is assumed that each "full-year equivalent household" will generate incremental sales-taxable expenditures averaging $16,620 annually (this level of expenditure was calculated by dividing the year 2021 budgeted taxable sales ($17.95 million) by the number of Town of Minturn households (540) which results in an average taxable expenditure per capita of $33,241 which has been factored by 50% to compensate for expenditures incurred by non-Minturn related I-70 travelers).

Non-inflated 4% Town of Minturn construction materials use tax revenues expected to be generated from the Midtown Village PUD are forecast to generate approximately $240,000 million during years 2025. This does not account for any use tax refunds that may be issued by the Town. The construction materials use tax revenue forecasts assume that the average non-inflated construction value of an average home is $718,048 excluding land and builders' profit and that 50% of such costs will be for construction materials.

Incremental Town of Minturn Real Estate Transfer Tax Revenues. 1% Real Estate Transfer Taxes on initial sales are expected to total approximately $65,052. 1% RETT on secondary sales are projected to total $9,293 annually beginning in 2028. This assumes an average annual turnover of inventory of 7%.

Incremental Town of Minturn General Fund Other Revenues. Non-inflated incremental Town of Minturn General Fund revenues (i.e., other than sales or property tax revenues) have been forecast for each General Fund revenue source based upon a "revenue generation per household" approach. This approach assumes that each incremental household will generate the same amount of incremental revenues to the Town of Minturn's General Fund that are currently being generated for each household within the boundaries of the Town of Minturn (for financial planning purposes it is assumed that there are approximately 540 households within the Town of Minturn. These incremental forecast General Fund revenues are presented on Exhibit I, page 1.

Incremental Town of Minturn General Fund Expenditures. Uninflated incremental Town of Minturn General Fund expenditures have been forecast by departments (i.e., General and Administration Department; Building, Zoning and Planning Department; Public Safety – Police Department; and Buildings and Grounds Department). Incremental Town of Minturn department costs are difficult to assess but have been forecast at a marginal per household allowance as follows:

Department	Variable Cost %	Allocation per Household
General Government	10%	$102.7
Planning and Zoning	65% of Inspection Fees	N/A
Public Works – Streets	10%	$55.60
Court/Police	50%	$428.00
Events	10%	$13.90

No new roadways (other than those internal to the development) are proposed within the Town of Minturn.

Incremental Fire Impact Fee Revenues. Although not a revenue source to the Town of Minturn, incremental Fire Impact Fee revenues have been based upon one-time impact fee rates of $1,939 per dwelling unit. Fire Impact Fee revenues are forecast to total $34,902 during the analysis period.

LIMITING FACTORS

Although Stan Bernstein and Associates, Inc. believes the assumptions and methodology that have been used to develop the Fiscal Impact Analysis are reasonable, certain assumptions may or may not materialize which might cause actual results to differ from forecast results and such variation may be material. Consequently, Stan Bernstein and Associates, Inc. does not vouch for the achievability of the assumptions or for the forecast results.

If you have any questions or comments regarding this analysis, please do not hesitate to contact me.

Very truly yours,

STAN BERNSTEIN AND ASSOCIATES, INC. (signed)

Stan Bernstein and Associates, Inc.

Stan Bernstein and Associates, Inc.

Financial Planners and Consultants
For Local Governments, Municipal Bond Underwriters, and Real Estate Developers
PO Box 5342
Vail, Colorado 81658
970-390-9162
amy.bernstein.greer@gmail.com

MEMORANDUM

TO: Mr. Jeffrey Armistead, 10th Mountain Builders

FROM: Amy Greer

DATE: April 18, 2024

SUBJECT: Analysis of Potential Incremental Town of Minturn Revenues Generated, and General Fund Expenditures Incurred as a result of the development of the Midtown Village PUD –Draft 3

In accordance with your request Stan Bernstein and Associates, Inc. has developed this **ANALYSIS OF POTENTIAL INCREMENTAL TOWN OF MINTURN REVENUES GENERATED, AND GENERAL FUND EXPENDITURES INCURRED, AS A RESULT OF THE DEVELOPMENT OF THE MIDTOWN VILLAGE PUD** (the "Fiscal Impact Analysis").

THE MIDTOWN VILLAGE PUD

The Fiscal Impact Analysis is based upon a total of 39 residential units (21 in phase 1 and 18 in phase 2) and 5,000 square feet of commercial space. It is expected that buildout of phase 1 will be complete by the end of 2026 and the buildout of phase 2 will be complete by the end of 2029. Aggregate non-inflated value is approximately $27.879 million as set forth on Schedule 1.

INCREMENTAL TOWN OF MINTURN REVENUES, AND GENERAL FUND EXPENDITURES, BY INDIVIDUAL ACCOUNTING FUNDS

The following paragraphs summarize the forecast non-inflated incremental Town of Minturn revenues, and incremental general fund expenditures, by individual accounting funds.

- **General Fund (Exhibit I, page 1)** General Fund revenues are expected to exceed expenditures by approximately $893,000 during years 2024 – 2033. Incremental General Fund revenues are forecast to exceed incremental expenditures by approximately $91,000 annually at stabilization (2031). This is based on marginal cost estimates for each governmental fund. While we believe these marginal cost estimates to be reasonable to use for financial modeling purposes, no attempt has been made to do a detailed analysis of every Town of Minturn service department for the purpose of precisely determining what percentage of costs are fixed and what percentage of costs are variable. Incremental General Fund revenues over expenditures will vary and could increase or decrease depending on the actual impact of the additional housing units and commercial square feet.

- **Capital Fund (Exhibit II, page 2)** Incremental Capital Fund revenues, which include 4% use tax revenues, are forecast to generate approximately $505,000 on a non-inflated basis during the analysis period.

- **Water Enterprise Fund (Exhibit III, page 3)** Incremental Water Enterprise Fund revenues are forecast to generate approximately $3.0 million during the analysis period. These revenues will be available to defray water utility operating costs and for transfer to the General Fund. Incremental Water Tap fee revenues are based on an assumed buildout that requires 23 (18 residential, 5 commercial) new taps and are forecast to be approximately $658,000 during the analysis period. This assumes a tap fee rate of $12,940 per residential SFE and $68,973 for the fire station in 2024 with 3% annual increases. Incremental System Improvement fee revenues are forecast to be approximately $825,000 during the analysis period assuming 3% annual increases to the existing three tier SIF rate structure (assumes fire station pays full SIF fee @ 5,000 square feet). Cash in lieu revenues are forecast to be approximately $1.02 million during the analysis period assuming 18 residential SFE's and 5 commercial SFE's at a rate of $40,501 per SFE. It is assumed that these revenues will be used to pay water utility related capital and/or debt service costs.

APPROACH, METHODOLOGY AND UNDERLYING ASSUMPTIONS

Stan Bernstein and Associates, Inc. believes that the most understandable way to assess the Midtown Village PUD revenue and expenditure impacts to the Town of Minturn is to identify (i) the incremental General Fund revenue and expenditure impacts, and (ii) the individual revenue impacts for the Town of Minturn's Capital Fund, and Water Enterprise Fund. Although not a direct revenue impact to the Town of Minturn, the incremental Fire Impact Fee revenues have also been identified. The incremental revenue and expenditure impacts have been identified for the years ending December 31, 2024 through 2033.

Incremental Town of Minturn Assessed Valuation. Incremental assessed valuation expected to be generated as a result of the Midtown Village PUD is forecast to be approximately $2.797 million by tax collection year 2031 as set forth on Schedule 1. Assessed valuation is expected to increase as a result the sale and platting of lots and from the completion of homes. Assessed valuation forecasts do not include the impacts of inflation and assume that vacant platted lots will be assessed at 29% of 75% of market value and completed living units will be assessed at 6.8% of market value.

Incremental Town of Minturn Property Tax Revenues. Incremental Town of Minturn property tax revenues expected to be generated from the Midtown Village PUD are forecast to increase from $17,613 for tax collection year 2026 to $50,167 by tax collection year 2031 as presented on Exhibit I, page 1. This assumes that the Town of Minturn General Fund mill levy remains 17.934.

Incremental Town of Minturn Sales and Use Tax Revenues. Non-inflated incremental Town of Minturn 4.0% sales tax revenues expected to be generated from the Midtown Village PUD are forecast to be approximately $22,794 annually beginning in 2028. Sales tax revenue forecasts assume that an average of 3.0 persons will occupy each completed living unit; it is assumed that 80% of residential living units will be occupied for a full-year, 15% will be occupied for half of the year, and 5% will be occupied for 1 month of the year. It is assumed that each "full-year equivalent household" will generate incremental sales-taxable expenditures averaging $16,620 annually (this level of expenditure was calculated by dividing the year 2021 budgeted taxable sales ($17.95 million) by the number of Town of Minturn households (540) which results in an average taxable expenditure per capita of $33,241 which has been factored by 50% to compensate for expenditures incurred by non-Minturn related I-70 travelers).

Non-inflated 4% Town of Minturn construction materials use tax revenues expected to be generated from the Midtown Village PUD are forecast to generate approximately $505,000 million during years 2025-2028. This does not account for any use tax refunds that may be issued by the Town. The construction materials use tax revenue forecasts assume that the average non-inflated construction value of an average

home is $676,385 excluding land and builders' profit and that 50% of such costs will be for construction materials.

Incremental Town of Minturn Real Estate Transfer Tax Revenues. 1% Real Estate Transfer Taxes on initial sales are expected to total approximately $245,760. 1% RETT on secondary sales are projected to total $17,203 annually beginning in 2028. This assumes an average annual turnover of inventory of 7%.

Incremental Town of Minturn General Fund Other Revenues. Non-inflated incremental Town of Minturn General Fund revenues (i.e., other than sales or property tax revenues) have been forecast for each General Fund revenue source based upon a "revenue generation per household" approach. This approach assumes that each incremental household will generate the same amount of incremental revenues to the Town of Minturn's General Fund that are currently being generated for each household within the boundaries of the Town of Minturn (for financial planning purposes it is assumed that there are approximately 540 households within the Town of Minturn. These incremental forecast General Fund revenues are presented on Exhibit I, page 1.

Incremental Town of Minturn General Fund Expenditures. Uninflated incremental Town of Minturn General Fund expenditures have been forecast by departments (i.e., General and Administration Department; Building, Zoning and Planning Department; Public Safety – Police Department; and Buildings and Grounds Department). Incremental Town of Minturn department costs are difficult to assess but have been forecast at a marginal per household allowance as follows:

Department	Variable Cost %	Allocation per Household
General Government	10%	$102.7
Planning and Zoning	65% of Inspection Fees	N/A
Public Works – Streets	10%	$55.60
Court/Police	50%	$428.00
Events	10%	$13.90

No new roadways (other than those internal to the development) are proposed within the Town of Minturn.

Incremental Fire Impact Fee Revenues. Although not a revenue source to the Town of Minturn, incremental Fire Impact Fee revenues have been based upon one-time impact fee rates of $1,939 per dwelling unit. Fire Impact Fee revenues are forecast to total $71,743 during the analysis period.

LIMITING FACTORS

Although Stan Bernstein and Associates, Inc. believes the assumptions and methodology that have been used to develop the Fiscal Impact Analysis are reasonable, certain

assumptions may or may not materialize which might cause actual results to differ from forecast results and such variation may be material. Consequently, Stan Bernstein and Associates, Inc. does not vouch for the achievability of the assumptions or for the forecast results.

If you have any questions or comments regarding this analysis, please do not hesitate to contact me.

Very truly yours,

STAN BERNSTEIN AND ASSOCIATES, INC. (signed)

Stan Bernstein and Associates, Inc.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND50070589-3

SECTION 13 - TITLE COMMITMENT

Property Address:

947, 961, 981, 987 AND 989 MAIN STREET, MINTURN, CO 81645

1. **Effective Date:**

   02/23/2024 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

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

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

   FEE SIMPLE

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

   MIDTOWN LOFTS LLC, A COLORADO LIMITED LIABILITY COMPANY

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

   PARCEL 1:

   PARCEL A:

   A PARCEL OF LAND BEING A PORTION OF LOT 10, SOUTH MINTURN ADDITION, RECORDED MARCH 1, 1978, AT RECEPTION NO. 163774 AND A PORTION OF PARCEL B, SOUTH MINTURN ESTATES, RECORDED NOVEMBER 07, 1988 AT RECEPTION NO. 390713 SITUATED IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

   BEGINNING AT A FOUND 1.5" ALUMINUM CAP LS #14109, MARKING A WESTERLY CORNER OF SAID LOT 10, FROM WHENCE A 1.5" ALUMINUM CAP SET IN CONCRETE MARKING AN ANGLE POINT OF SAID PARCEL B, BEARS N41°25'32"W 307.94 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION: LEAVING SAID WESTERLY CORNER ALONG A WESTERLY LINE OF SAID LOT 10, N40°57'36"E 19.39 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED MAY 27, 1993 AT RECEPTION NO. 506114, ALSO KNOWN AS LOT 9; THENCE CONTINUING ALONG A LINE COMMON TO SAID LOT 9 AND LOT 10, N40°57'36"E 190.00 FEET TO A FOUND #5 REBAR LOCATED ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 24, MARKING A COMMON CORNER OF SAID LOT 9 AND 10; THENCE ALONG SAID RIGHT OF WAY 200.75 FEET ALONG A ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2905 FEET, INTERIOR ANGLE OF 03°57'34" AND A CHORD WHICH BEARS S52°21'01"E 200.71 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #30091 MARKING THE NORTHWESTERLY CORNER OF PARCEL 3 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013, UNDER RECEPTION NO. 201321950; THENCE LEAVING SAID RIGHT OF WAY ALONG THE WESTERLY LINE OF SAID PARCEL 3, S38°19'59W 150.48 FEET TO A FOUND 1.5" ALUMINUM CAP LS #30091 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 3; THENCE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL 1 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950, S 39°30'38"W 105.96 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #14109 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 1, AND ALSO THE NORTHWESTERLY CORNER OF PARCEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE LEAVING SAID LINE COMMON TO SAID LOT 10 AND PARCEL 1, ALONG A LINE KNOWN AS THE SOUTHERLY BOUNDARY OF SAID LOT 10 N36°46'00"W 101.53 FEET TO AN ANGLE POINT COMMON TO SAID LOT 10, AND PARCEL B; THENCE ALONG A LINE COMMON TO SAID PARCEL B, S89°40'00"W 43.35 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N38°57'47"W 46.20 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR STAMPED LS #38079 FOUND ALONG SAID OLD

FENCE LINE NOTED IN ADVERSE POSSESSION CASE NO. 90 CV 625, DESCRIBED IN INSTRUMENT RECORDED MAY 4, 2015 UNDER RECEPTION NO. 201507801; THENCE N30°02'13"W 32.15 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N46°00'32"E 23.29 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079, MARKING A COMMON CORNER OF SAID LOT 10 AND PARCEL B; THENCE N41°59'45"W 4.37 FEET LEAVING SAID FENCE LINE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL B TO THE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION PREPARED BY
RANDALL P. KIPP, P.L.S. #38079
FOR AND ON BEHALF OF
KIPP LAND SURVEYING
P.O.BOX 3154
EAGLE, CO 81631
JOB NO.: 15025

PARCEL B AKA PARCEL Q:

A PARCEL OF LAND SITUATED IN THE NW1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 3.5" ALUMINUM CAP SET IN A ROCK, STAMPED U.S.D.A. A/P. 18, LS #7235 MARKING A COMMON CORNER OF TRACT A, U.S FOREST SERVICE PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952 AND PARCEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE ALONG A SAID TRACT A, THE U.S. FOREST SERVICE PROPERTY LINE, N49° 11'55"W 105.19 FEET, TO A FOUND 3.5" ALUMINUM CAP SET ON A 3" PIPE, STAMPED U.S.D.A A/P. 19, LS #7235 MARKING A COMMON CORNER OF SAID TRACT A, THE U.S. FOREST SERVICE AND ALSO BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION; THENCE LEAVING SAID TRACT A, ALONG A COMMON LINE WITH PARCEL 1 AS DESCRIBED IN INSTRUMENT RECORDED MARCH 17, 2000 AT RECEPTION NO. 727477, N 24° 04'46" E 22.26 FEET, TO A FOUND 1.25" BLUE PLASTIC CAP LS # 37924 A POINT ON SAID LINE OF PARCEL 1; THENCE CONTINUING ALONG LINE, N 24° 04'48" E 1.14 FEET, TO A POINT ON A COMMON LINE WITH LOT 10, SOUTH MINTURN ADDITION, A PARCEL OF LAND DESCRIBED IN INSTRUMENTS RECORDED JUNE 22, 2016 AT RECEPTION NO. 201609476 AND 201609477 AND RECORDED JUNE 16, 2016 AT RECEPTION NO. 201609187; AND BEING A CORNER OF SAID PARCEL 1; THENCE ALONG SAID COMMON LINE, N89° 40'00" E 16.65 FEET, TO A POINT AND CORNER ON A LINE COMMON TO SAID LOT 10 SOUTH MINTURN ADDITION; THENCE ALONG SAID COMMON LINE TO SAID LOT 10, S36° 46'00" E 101.53 FEET, TO A FOUND 1.5" ALUMINUM CAP LS # 14109, MARKING THE SOUTHEASTERLY CORNER OF PARCEL 1, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950 AND THE NORTHWESTERLY CORNER OF SAID PARCEL 5; THENCE ALONG A LINE COMMON TO SAID PARCEL 5, S39° 37'54"W 11.51 FEET, TO THE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION PREPARED BY
RANDALL P. KIPP, P.L.S. #38079
FOR AND ON BEHALF OF
KIPP LAND SURVEYING
P.O.BOX 3154
EAGLE, CO 81631
JOB NO.: 15025

PARCEL 2:

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND50070589-3

PARCEL A:

A PARCEL OF LAND IN THE COUNTY OF EAGLE AND STATE OF COLORADO LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. DEPARTMENT OF INTERIOR GENERAL LAND OFFICE IN DENVER, COLORADO, ON JUNE 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE NORTH ONE QUARTER CORNER OF SAID SECTION 35 BEARS N. 47° 20' 46" W. 1931.82 FEET DISTANT; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 12.03 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 55° 07' 45" E. 12.03 FEET; THENCE S. 39° 02' W. 147.80 FEET; THENCE S. 54° 16' 00" E. 66.18 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE S. 39° 01' 56" W. 155.00 FEET; THENCE N. 33° 26' 16" W. 128.88 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE N. 39° 27' 34" E. 105.96 FEET; THENCE S. 32° 34' E. 46.41 FEET; THENCE N. 39° 02" E. 168.00 FEET TO A POINT OF BEGINNING,

EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE **952**,

COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL B:

THAT PART OR PARCEL OF LAND LYING AND BEING SOUTHERLY OF AND ADJACENT TO COLORADO U.S. HIGHWAY NO. 24 IN THE SOUTHEAST QUARTER OF THE NORTHEAST (SE1/4NE1/4) OF SECTION THIRTY-FIVE (35) IN TOWNSHIP (5) SOUTH, RANGE EIGHTY-ONE (81) WEST OF THE 6TH PRINCIPAL MERIDIAN, IN EAGLE COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY 24 FROM WHICH THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS NORTH 47° 14' WEST 1980.5 FEET; THENCE SOUTH 29° 11' WEST 150 FEET, THENCE NORTHWESTERLY 65.0 FEET TO A POINT WHICH IS 29° 11' WEST FROM A POINT 150 FEET SOUTH OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE NORTH 29° 11' EAST 150 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE ALONG SAID RIGHT OF WAY BOUNDARY ON A 1° 58' CURVE TO THE LEFT 65 FEET TO THE PLACE OF BEGINNING,

EXCEPTING THEREFROM, ANY PORTION CONTAINED IN DECREE RECORDED NOVEMBER 19, 1981 IN BOOK 332 AT PAGE **295**,

COUNTY OF EAGLE, STATE OF COLORADO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND50070589-3

PARCEL C:

DESCRIPTION AS NOW LOCATED:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EAGLE COUNTY, COLORADO ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON SEPTEMBER 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 35, A BRASS CAP MONUMENT FOUND IN PLACE, BEARS S. 42° 47' 06" E. 2050.33 FEET DISTANT; THENCE S. 39° 02' 00" W. 168.00 FEET; THENCE N. 32° 34' 00" W. 46.41 FEET; THENCE N. 38° 16' 57" E. 150.48 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24; THENCE ALONG SAID RIGHT-OF-WAY 46.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 54° 33' 22" E. 46.10 FEET TO THE POINT OF BEGINNING.

DESCRIPTION AS PER CHAIN OF TITLE:

A PARCEL OF LAND LYING SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 24, IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION BEARS N. 46° 46' WEST 1858.5 FEET;
THENCE SOUTH 29° 11' WEST 148 FEET TO THE NORTHERLY CORNER OF PARCEL OF LAND CONVEYED TO THE COLORADO STATE HIGHWAY DEPARTMENT BY DEED RECORDED IN BOOK 126 AT PAGE **421**, EAGLE COUNTY COLORADO RECORDER'S RECORDS:
THENCE SOUTH 31° 36' EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LAST MENTIONED PARCEL OF LAND 57.3 FEET, TO THE MOST EASTERLY CORNER OF SAID PARCEL, WHICH CORNER IS LOCATED ON THE NORTHWESTERLY LINE OF PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 126 AT PAGE **232** OF SAID RECORDS:
THENCE NORTH 29° 11' EAST, ALONG SAID NORTHWESTERLY LINE OF LAST MENTIONED PARCEL OF LAND 168 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY
THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ON A 1° 58' CURVE TO THE RIGHT 50.1 FEET TO THE POINT OF BEGINNING. COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL D:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT FROM WHICH THE NORTH ONE QUARTER CORNER OF SECTION 35 BEARS N. 43° 23' 43" W. 2023.67 FEET DISTANT; THENCE S. 55° 14' 18" E. 63.14 FEET; THENCE S. 51° 36' 36" E. 47.54 FEET; THENCE S. 35° 09' 57 " W. 210.42 FEET; THENCE N. 33° 12' 13" W. 130.94 FEET; THENCE N. 39° 01' 56" E. 164.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTIONS THAT MAY BE CONTAINED WITHIN INSTRUMENTS RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, NOVEMBER 19, 981 IN BOOK 332 AT PAGE 295 AND JUNE 18, 1985 IN BOOK 417 AT PAGE 312,

COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL E:

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

BEGINNING AT A 3" BRASS CAP MONUMENT, SAID POINT BEING ANGLE POINT NO. 18 OF THE "FOREST PROPERTY BOUNDARY SURVEY" RECORDED IN BOOK 469 AT PAGE 371 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, FROM WHENCE A 3" BRASS CAP MONUMENT FOUND MARKING ANGLE POINT NO. 17 OF SAID "FOREST PROPERTY BOUNDARY SURVEY" BEARS S 33° 12' 13" E. 260.01 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE DESCRIPTION; THENCE N 39° 37' 37" E 11.52 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 14109, SAID POINT BEING THE WESTERLY CORNER OF THE "FORMER MCCULLOM PARCEL" PER THE DECREE IN QUIET TITLE ACTION RECORDED OCTOBER 23, 1992 AT RECEPTION NO. 488393 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER; THENCE S 33° 25' 38" E 127.51 FEET ALONG THE WESTERLY BOUNDARY OF SAID "FORMER MCCULLOM PARCEL" TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 4551, SAID POINT BEING THE SOUTHERLY CORNER OF SAID "FORMER MCCULLOM PARCEL" THENCE DEPARTING SAID "FORMER MCCULLOM PARCEL" S 39° 11' 59" W 12.07 FEET TO A POINT ON THE LINE BETWEEN SAID ANGLE POINTS 17 AND 18, THENCE ALONG SAID LINE N 33° 12' 13" W 127.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952,

COUNTY OF EAGLE, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND50070589-3

All of the following Requirements must be met:

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

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

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

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

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND50070589-3

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

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904 IN BOOK 48 AT PAGE 502 AND FEBRUARY 18, 1929 IN BOOK 106 AT PAGE 517.
10. AN EASEMENT AND RIGHT TO USE SEWER TANKS AND LEACHING FIELD AS RESERVED IN DEED RECORDED JULY 1, 1965 IN BOOK 188 AT PAGE 345.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT RECORDED JANUARY 21, 1970 IN BOOK 216 AT PAGE 914.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO ANY INTERESTS, AS SET FORTH IN WARRANTY DEED RECORDED FEBRUARY 19, 1970 IN BOOK 217 AT PAGE 120.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCES RECORDED DECEMBER 20, 1974 IN BOOK 238 AT PAGES 4 AND 94, MARCH 1, 1978 IN BOOK 267 AT PAGE 398 AND DECEMBER 14, 1981 IN BOOK 333 AT PAGES 349 AND 351.
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ANNEXATION PLAT FOR SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 01, 1978 IN BOOK 267 AT PAGE 397.
15. ANNEXATION ORDINANCE NO. 159, SERIES OF 1978, RECORDED MARCH 1, 1978 IN BOOK 267 AT PAGE 398 AND RECORDED DECEMBER 14, 1981 IN BOOK 333 AT PAGE 351.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND50070589-3

16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE SURVEYS RECORDED SEPTEMBER 08, 1987 IN BOOK 469 AT PAGE 371 AND 372, INCLUDING, BUT NOT LIMITED TO ANY LOSS, DAMAGE OR CLAIMS THEREIN DUE TO ANY OCCUPANCY, AS SET FORTH ON SAID SURVEYS.
17. THE FAILURE OF THE SOUTHERN BOUNDARY LINE OF THE LAND TO BE CONGRUENT WITH THE NORTHERN BOUNDARY LINE OF THAT CERTAIN PROPERTY OWNED BY THE MILLER FAMILY TRUST AS DESCRIBED BY DEED RECORDED APRIL 17, 2000, UNDER RECEPTION NO. 727477, AND ANY CONSEQUENCES OF THE GAP, STRIP, OR GORE CREATED THEREBY.
18. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE RIVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 24, 2002, UNDER RECEPTION NO. 799500 AND MAP RECORDED DECEMBER 7, 2009 UNDER RECEPTION NO. 26003.
19. ANY LOSS, DAMAGE, CLAIM OR INTEREST RESULTING FROM THE ERRORS AND/OR OMISSIONS WITHIN THE GRANTEE AND THE LEGAL DESCRIPTION WITHIN EXHIBIT A, OF QUIT CLAIM DEED RECORDED MAY 8, 2012 UNDER RECEPTION NO. 201209032.
20. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE UPPER EAGLE VALLEY SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 28, 2017, UNDER RECEPTION NO. 201705247 AND 201705251.
21. ANY LOSS, DAMAGE OR CLAIM ARISING FROM GAPS OR OVERLAPS BETWEEN PROPERTIES HEREIN AND ADJACENT PROPERTIES, AS SET FORTH IN DEED RECORDED NOVEMBER 30, 1987 IN BOOK 474 AT PAGE 879 AS TO PARCEL 3 HEREIN, AND AS MAY EXIST WITH ALL THE SUBJECT PROPERTIES HEREIN, AND ANY PROPERTIES ADJACENT THERETO.
22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE RIVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED JUNE 24, 2002, UNDER RECEPTION NO. 799500 AND DECEMBER 7, 2009 UNDER RECEPTION NO. 200926003.
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW AND RULING OF REFEREE RECORDED JUNE 07, 2006 UNDER RECEPTION NO. 200615125.
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CLAIM OF EASEMENT RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. 201121549.
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ENCROACHMENT AUTHORIZATION RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. 201121550.
26. (THIS ITEM WAS INTENTIONALLY DELETED)
27. THE EFFECT OF ANY DAMAGE, FAILURE OF TITLE, OR OTHER LOSS, DIRECTLY OR INDIRECTLY ASSOCIATED WITH ANY TRAILER, MOBILE HOME OR SIMILAR PERSONAL PROPERTY LOCATED ON SUBJECT PROPERTY.
28. DEED OF TRUST DATED OCTOBER 28, 2022, FROM MIDTOWN LOFTS LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EAGLE COUNTY, COLORADO FOR THE USE OF FIRSTBANK TO SECURE THE SUM OF $2,500,000.00 RECORDED OCTOBER 28, 2022, UNDER RECEPTION NO. 202217084.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND50070589-3

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 27, 2023, UNDER RECEPTION NO. **202317008**.

MODIFICATION AGREEMENT IN CONNECTION WITH SAID MORTGAGE RECORDED DECEMBER 27, 2023 UNDER RECEPTION NO. **202317008**.

Land Title Guarantee Company
Disclosure Statements

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

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

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

Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Insurance Corporation and
Old Republic National Title Insurancy Company

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance
Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

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

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

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

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

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

8. **PRO-FORMA POLICY**

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

9. **ARBITRATION**

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

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

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

Craig B. Rants, Senior Vice President

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

By *President*

Attest *Secretary*

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

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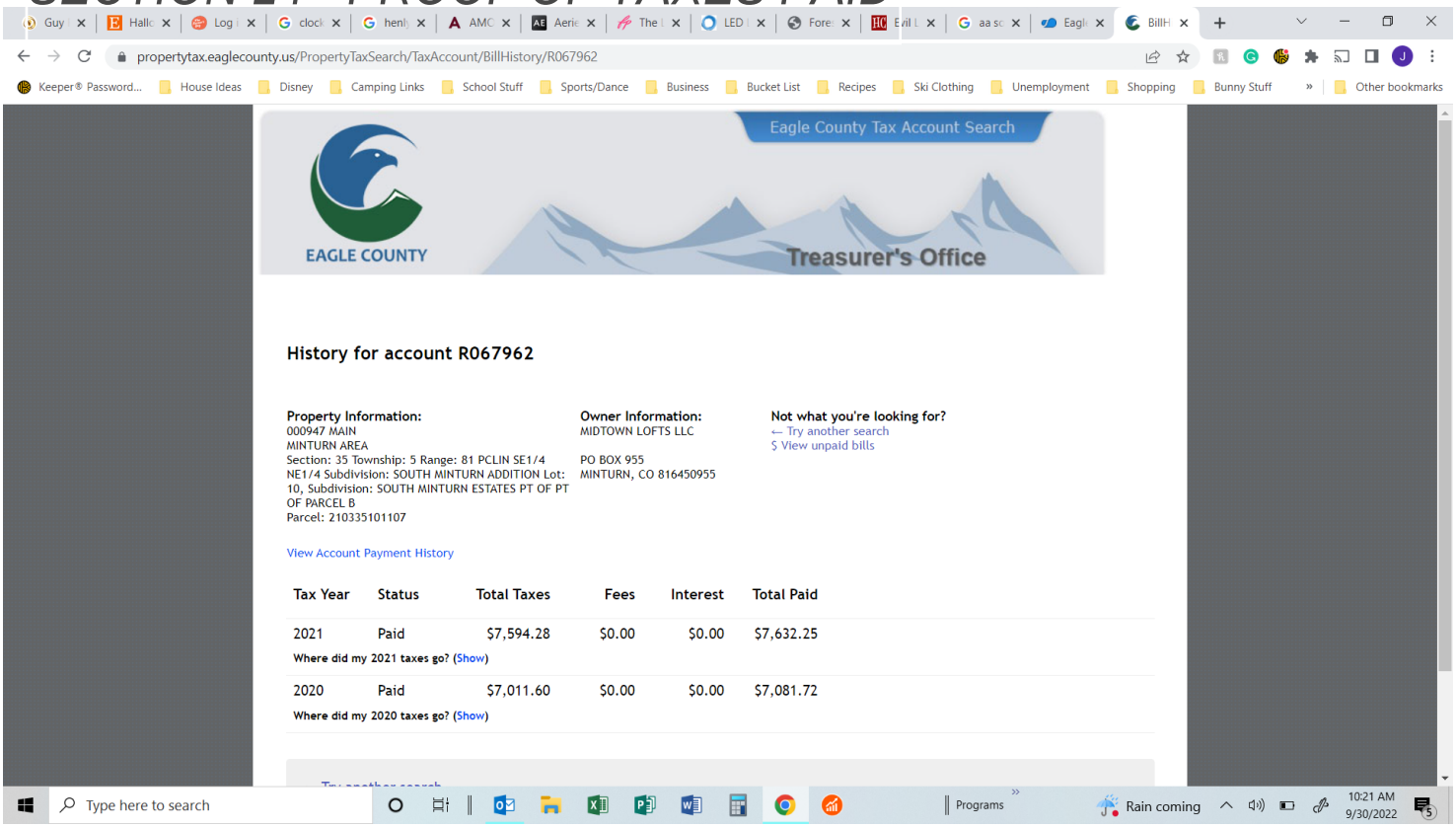
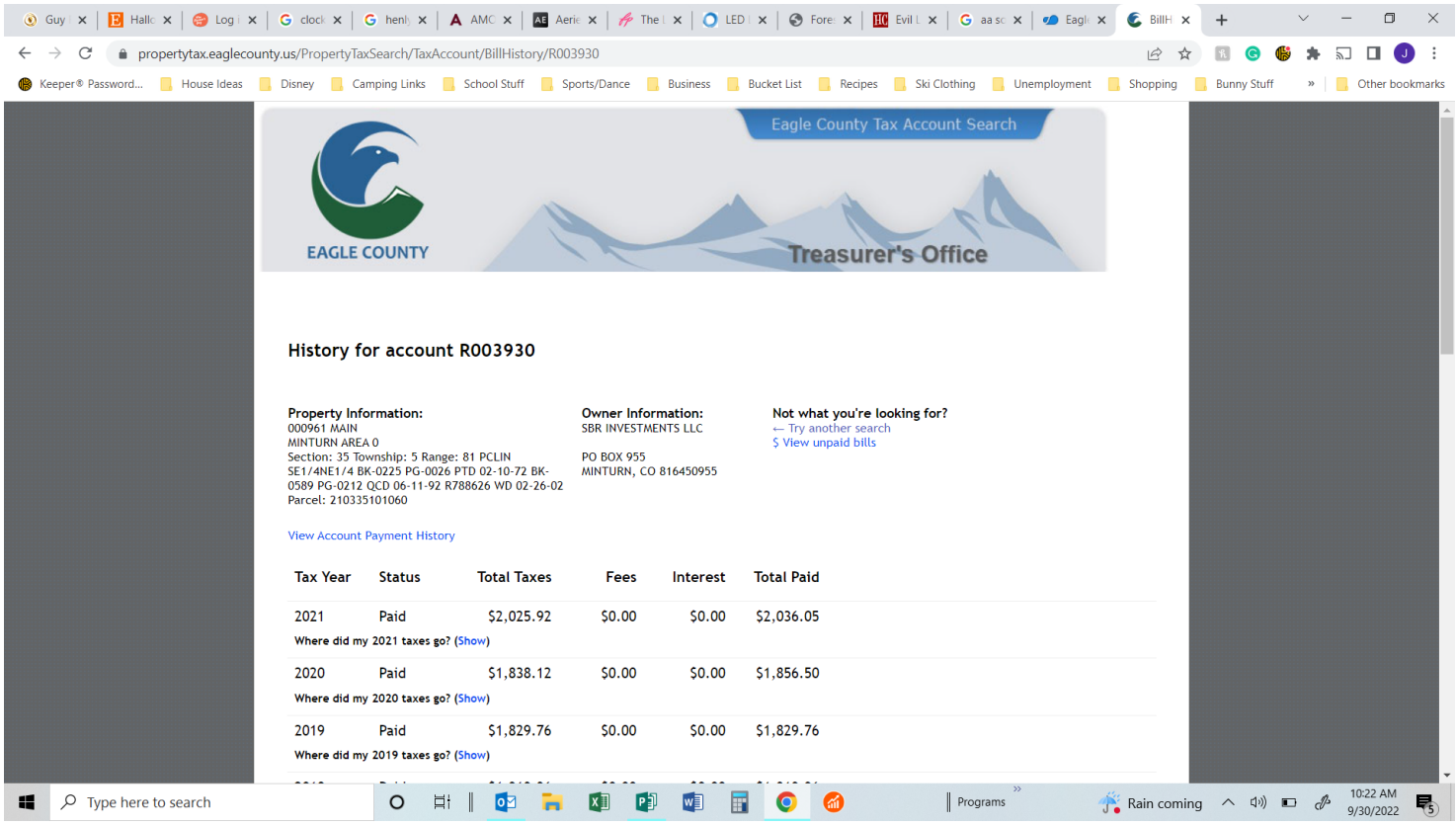
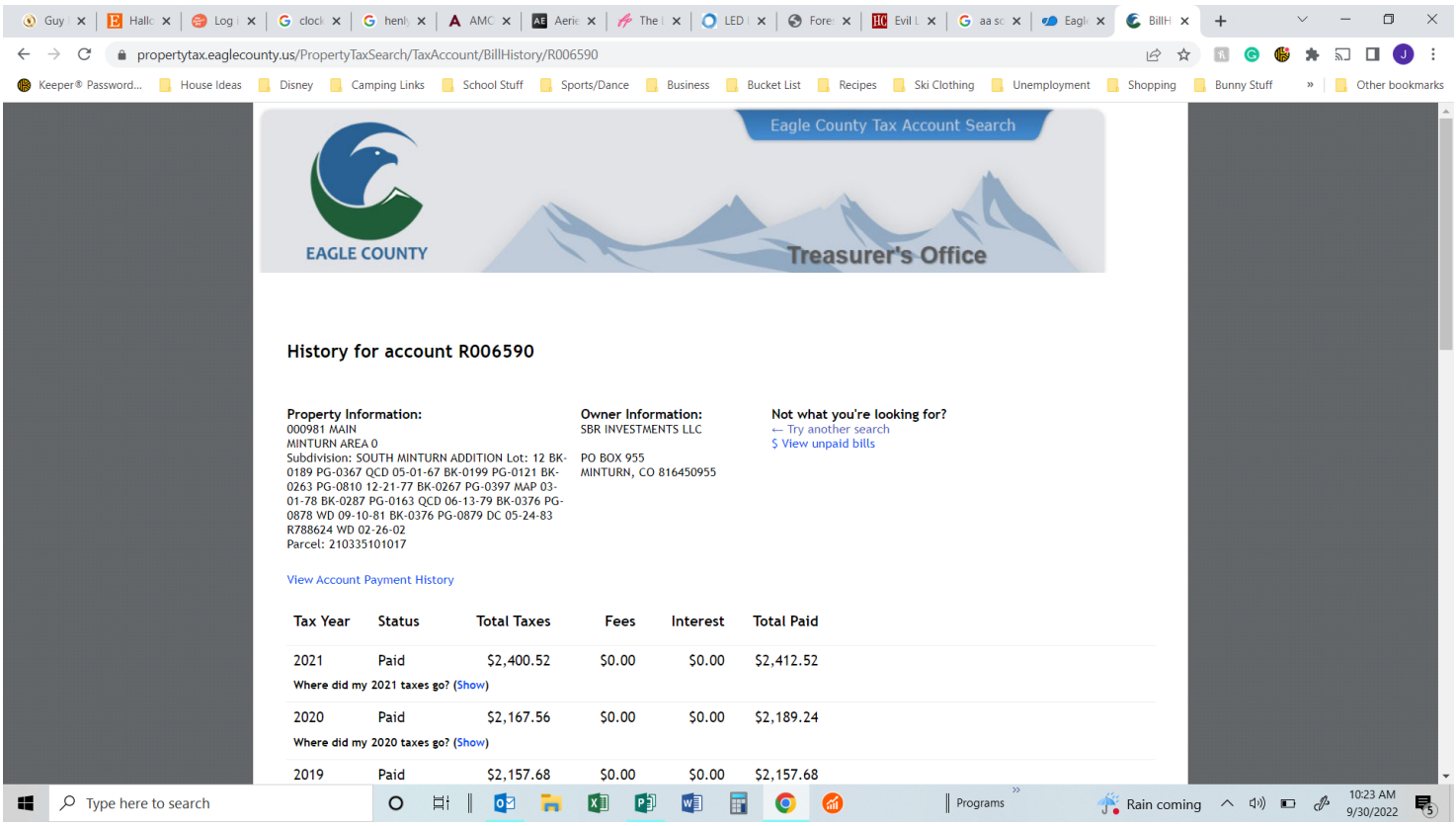
SECTION 14 - PROOF OF TAXES PAID



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Eagle County Tax Account Search
EAGLE COUNTY
Treasurer's Office
History for account R006590
Property Information:
000981 MAIN
MINTURN AREA 0
Subdivision: SOUTH MINTURN ADDITION Lot: 12 BK-0189 PG-0367 QCD 05-01-67 BK-0199 PG-0121 BK-0263 PG-0810 12-21-77 BK-0267 PG-0397 MAP 03-01-78 BK-0287 PG-0163 QCD 06-13-79 BK-0376 PG-0878 WD 09-10-81 BK-0376 PG-0879 DC 05-24-83 R788624 WD 02-26-02
Parcel: 210335101017
Owner Information:
SBR INVESTMENTS LLC
PO BOX 955
MINTURN, CO 816450955
Not what you're looking for?
← Try another search
$ View unpaid bills
View Account Payment History
Tax Year Status Total Taxes Fees Interest Total Paid
2021 Paid $2,400.52 $0.00 $0.00 $2,412.52
Where did my 2021 taxes go? (Show)
2020 Paid $2,167.56 $0.00 $0.00 $2,189.24
Where did my 2020 taxes go? (Show)
2019 Paid $2,157.68 $0.00 $0.00 $2,157.68
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Programs
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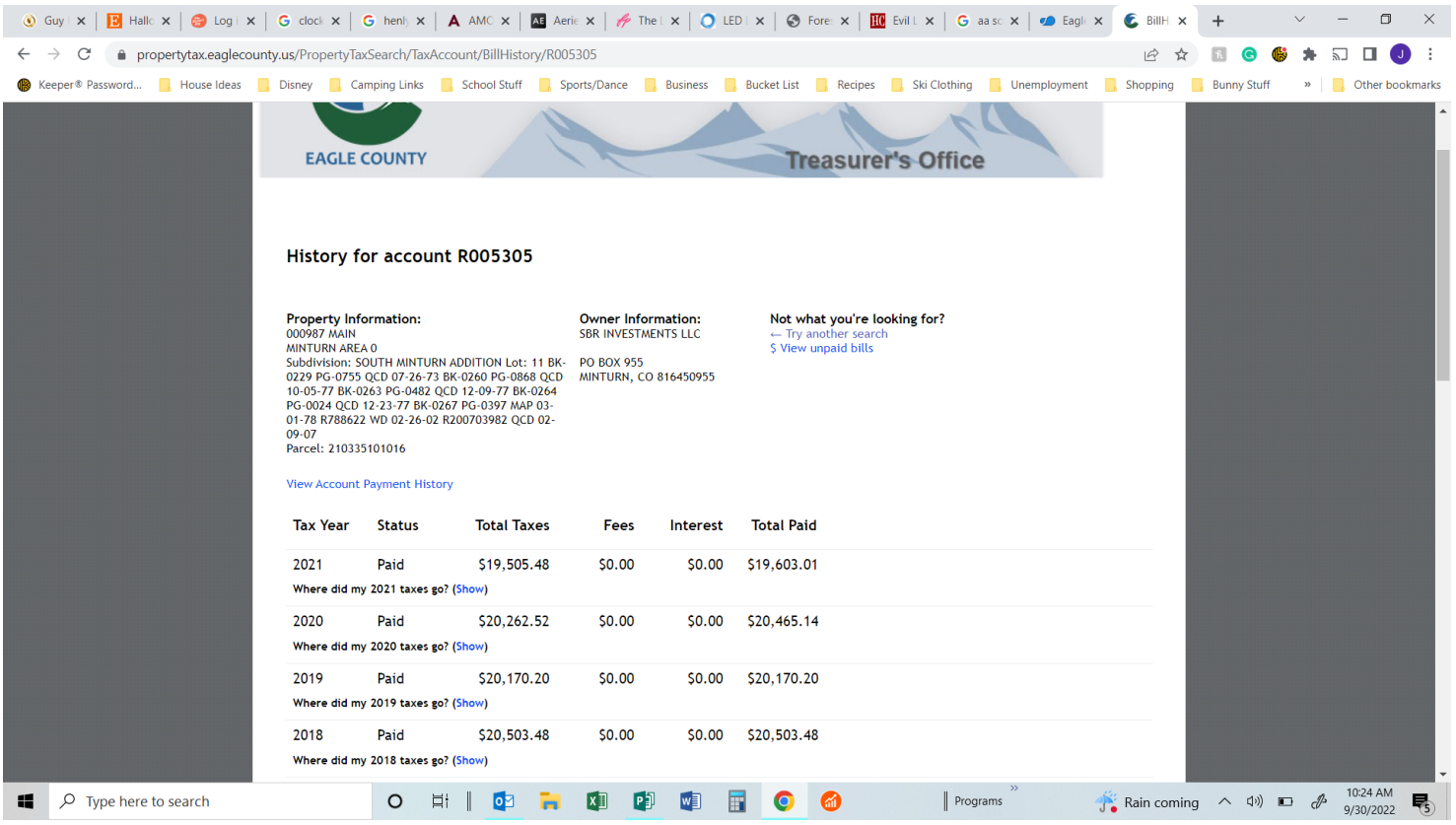
9/30/2022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Treasurer's Office
History for account R005305
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MINTURN AREA 0
Subdivision: SOUTH MINTURN ADDITION Lot: 11 BK-0229 PG-0755 QCD 07-26-73 BK-0260 PG-0868 QCD 10-05-77 BK-0263 PG-0482 QCD 12-09-77 BK-0264 PG-0024 QCD 12-23-77 BK-0267 PG-0397 MAP 03-01-78 R788622 WD 02-26-02 R200703982 QCD 02-09-07
Parcel: 210335101016
Owner Information:
SBR INVESTMENTS LLC
PO BOX 955
MINTURN, CO 816450955
Not what you're looking for?
← Try another search
$ View unpaid bills
View Account Payment History
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Where did my 2021 taxes go? (Show)
2020 Paid $20,262.52 $0.00 $0.00 $20,465.14
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2019 Paid $20,170.20 $0.00 $0.00 $20,170.20
Where did my 2019 taxes go? (Show)
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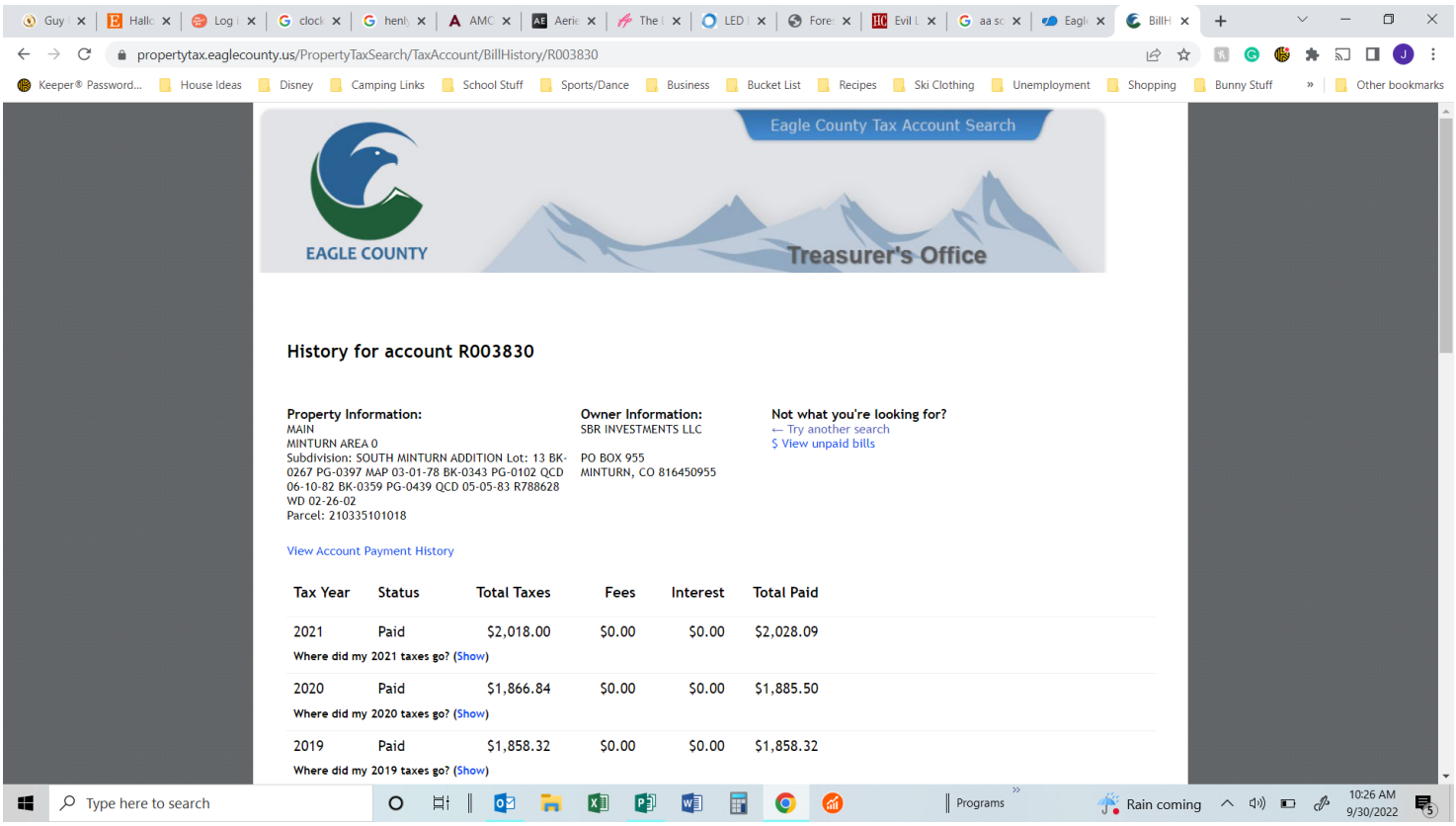
9/30/2022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Eagle County Tax Account Search
EAGLE COUNTY
Treasurer's Office
History for account R003830
Property Information:
MAIN
MINTURN AREA 0
Subdivision: SOUTH MINTURN ADDITION Lot: 13 BK-0267 PG-0397 MAP 03-01-78 BK-0343 PG-0102 QCD 06-10-82 BK-0359 PG-0439 QCD 05-05-83 R788628 WD 02-26-02
Parcel: 210335101018
Owner Information:
SBR INVESTMENTS LLC
PO BOX 955
MINTURN, CO 816450955
Not what you're looking for?
← Try another search
$ View unpaid bills
View Account Payment History
Tax Year Status Total Taxes Fees Interest Total Paid
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2020 Paid $1,866.84 $0.00 $0.00 $1,885.50
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Type here to search
Programs
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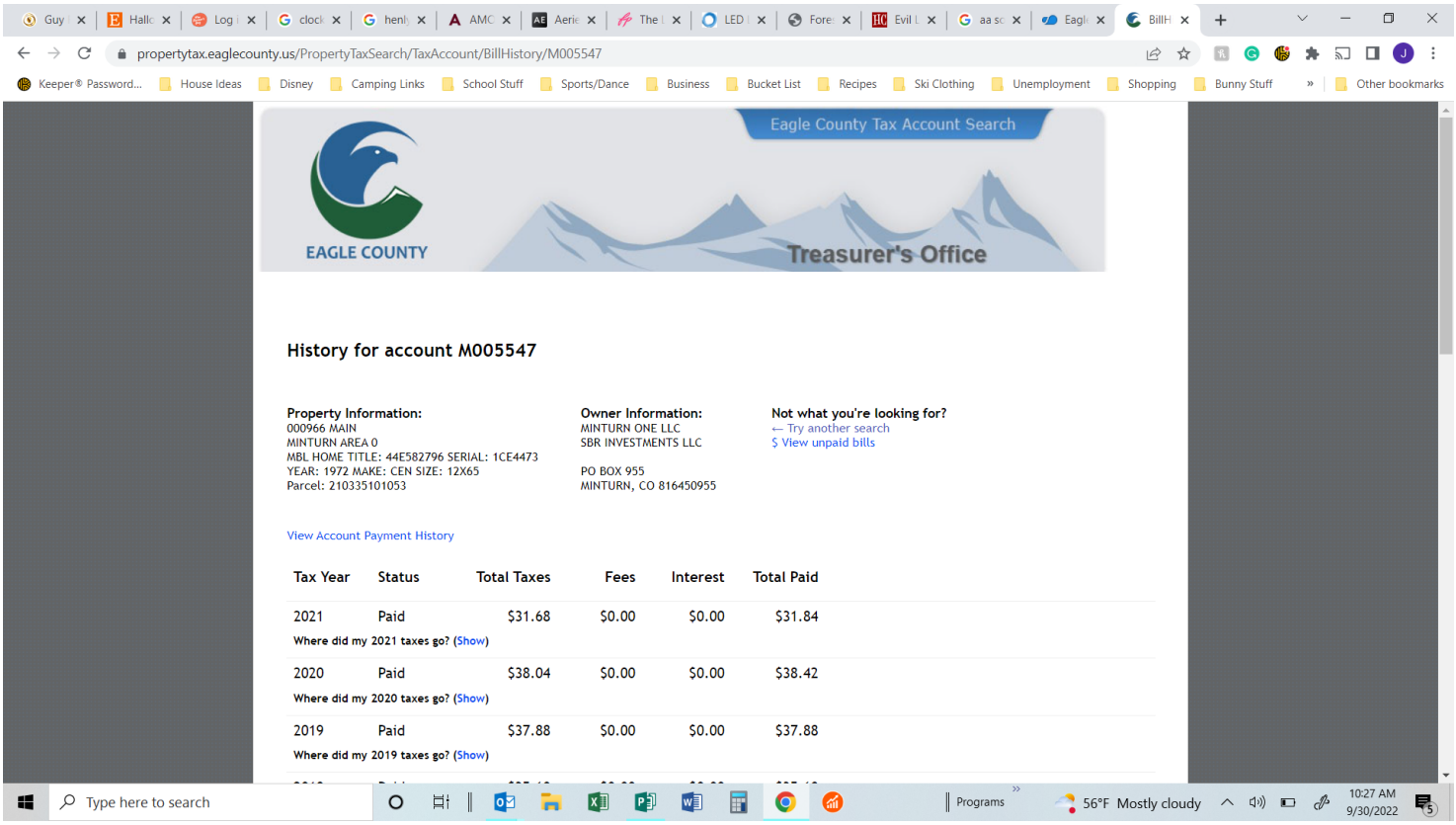
10:26 AM
9/30/2022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Eagle County Tax Account Search
EAGLE COUNTY
Treasurer's Office
History for account M005547
Property Information:
000966 MAIN
MINTURN AREA 0
MBL HOME TITLE: 44E582796 SERIAL: 1CE4473
YEAR: 1972 MAKE: CEN SIZE: 12X65
Parcel: 210335101053
Owner Information:
MINTURN ONE LLC
SBR INVESTMENTS LLC
PO BOX 955
MINTURN, CO 816450955
Not what you're looking for?
← Try another search
$ View unpaid bills
View Account Payment History
Tax Year Status Total Taxes Fees Interest Total Paid
2021 Paid $31.68 $0.00 $0.00 $31.84
Where did my 2021 taxes go? (Show)
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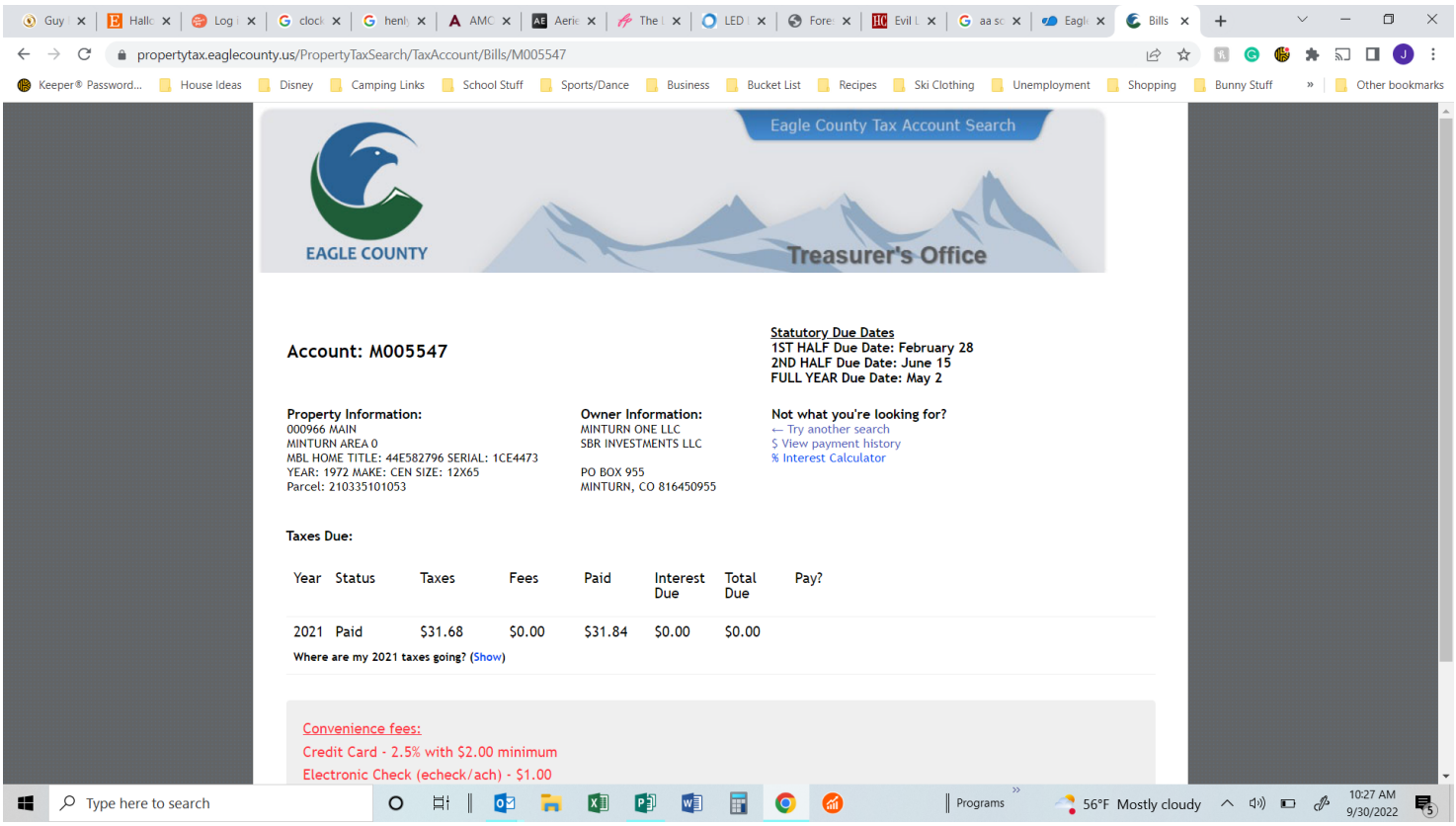
10:27 AM
9/30/2022


propertytax.eaglecounty.us/PropertyTaxSearch/TaxAccount/Bills/M005547
Eagle County Tax Account Search
EAGLE COUNTY
Treasurer's Office
Account: M005547
Statutory Due Dates
1ST HALF Due Date: February 28
2ND HALF Due Date: June 15
FULL YEAR Due Date: May 2
Property Information:
000966 MAIN
MINTURN AREA 0
MBL HOME TITLE: 44E582796 SERIAL: 1CE4473
YEAR: 1972 MAKE: CEN SIZE: 12X65
Parcel: 210335101053
Owner Information:
MINTURN ONE LLC
SBR INVESTMENTS LLC
PO BOX 955
MINTURN, CO 816450955
Not what you're looking for?
← Try another search
$ View payment history
% Interest Calculator
Taxes Due:
Year Status Taxes Fees Paid Interest Due Total Due Pay?
2021 Paid $31.68 $0.00 $31.84 $0.00 $0.00
Where are my 2021 taxes going? (Show)
Convenience fees:
Credit Card - 2.5% with $2.00 minimum
Electronic Check (echeck/ach) - $1.00
Type here to search
Programs
56°F Mostly cloudy
10:27 AM
9/30/2022

Customer Distribution

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

Order Number: **RND50070589-5** Date: **05/07/2026**

Property Address: **947, 961, 981, 987 AND 989 MAIN STREET, MINTURN, CO 81645**

For Closing Assistance

For Title Assistance

Scott Cieslewicz 5975 GREENWOOD PLAZA BLVD GREENWOOD VILLAGE, CO 80111 (303) 850-4189 (Work)
scieslewicz@ltgc.com Company License: CO44565

Seller/Owner
MIDTOWN LOFTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
Attention: JEFF ARMISTEAD/DD ARMISTEAD
P.O. BOX 955
Minturn, CO 81645
jafamilyman@gmail.com
ddunbar66@comcast.net
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: SARAH BISHOP (FOR PLAT REVIEW/TO COORDINATE SIGNING OF TITLE CERT)
610 WEST LIONSHEAD CIRCLE #300
VAIL, CO 81657
(970) 476-2251 (Work)
(970) 477-4510 (Work)
(970) 471-5747 (Work)
(970) 476-4534 (Work Fax)
sbishop@ltgc.com
Delivered via: Electronic Mail

Attorney for Seller
BORNE LAW
Attention: RUTH O BORNE
P.O. BOX 7833
27 MAIN STREET SUITE 103 EDWARDS, CO 81632
AVON, CO 81620
(970) 390-8027 (Cell)
(970) 748-1187 (Work)
(970) 748-1189 (Work Fax)
ruth@bornelaw.com
Delivered via: Electronic Mail

Surveyor
GORE RANGE SURVEYING
Attention: SAM ECKER
PO BOX 15
AVON, CO 81620
(970) 479-8698 (Work)
(970) 479-0055 (Work Fax)
sam@gorerange.net
Delivered via: Electronic Mail

Estimate of Title Fees

Order Number: RND50070589-5 **Date:** 05/07/2026

Property Address: 947, 961, 981, 987 AND 989 MAIN STREET, MINTURN, CO 81645

Seller(s): MIDTOWN LOFT INVESTMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO PARCELS PARCEL 2 PARCEL A, AND PARCEL E AND MIDTOWN LOFTS, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THE REMAINDER

Buyer(s): A BUYER TO BE DETERMINED

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

Estimate of Title Insurance Fees	
"TBD" Commitment	$265.00
Tax Certificate	$27.00
TBD - TBD Income	$-292.00
TOTAL	**$0.00**

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

Chain of Title Documents:

Eagle county recorded 10/28/2022 under reception no. 202217083

Eagle county recorded 03/06/2025 under reception no. 202502899

Eagle county recorded 01/24/2025 under reception no. 202501114

Plat Map(s):

Eagle county recorded 03/01/1978 under reception no. 163774

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND50070589-5

Property Address:

947, 961, 981, 987 AND 989 MAIN STREET, MINTURN, CO 81645

1. **Effective Date:**

   04/07/2026 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

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

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

   FEE SIMPLE

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

   MIDTOWN LOFT INVESTMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO PARCELS PARCEL 2 PARCEL A, AND PARCEL E AND MIDTOWN LOFTS, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THE REMAINDER

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

   PARCEL 1:

   PARCEL A:

   A PARCEL OF LAND BEING A PORTION OF LOT 10, SOUTH MINTURN ADDITION, RECORDED MARCH 1, 1978, AT RECEPTION NO. **163774** AND A PORTION OF PARCEL B, SOUTH MINTURN ESTATES, RECORDED NOVEMBER 07, 1988 AT RECEPTION NO. **390713** SITUATED IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

   BEGINNING AT A FOUND 1.5" ALUMINUM CAP LS #14109, MARKING A WESTERLY CORNER OF SAID LOT 10, FROM WHENCE A 1.5" ALUMINUM CAP SET IN CONCRETE MARKING AN ANGLE POINT OF SAID PARCEL B, BEARS N41°25'32"W 307.94 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION: LEAVING SAID WESTERLY CORNER ALONG A WESTERLY LINE OF SAID LOT 10, N40°57'36"E 19.39 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED MAY 27, 1993 AT RECEPTION NO. **506114**, ALSO KNOWN AS LOT 9; THENCE CONTINUING ALONG A LINE COMMON TO SAID LOT 9 AND LOT 10, N40°57'36"E 190.00 FEET TO A FOUND #5 REBAR LOCATED ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 24, MARKING A COMMON CORNER OF SAID LOT 9 AND 10; THENCE ALONG SAID RIGHT OF WAY 200.75 FEET ALONG A ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2905 FEET, INTERIOR ANGLE OF 03°57'34" AND A CHORD WHICH BEARS S52°21'01"E 200.71 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #30091 MARKING THE NORTHWESTERLY CORNER OF PARCEL 3 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013, UNDER RECEPTION NO. **201321950**; THENCE LEAVING SAID RIGHT OF WAY ALONG THE WESTERLY LINE OF SAID PARCEL 3, S38°19'59W 150.48 FEET TO A FOUND 1.5" ALUMINUM CAP LS #30091 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 3; THENCE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL 1 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. **201321950**, S 39°30'38"W 105.96 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #14109 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 1, AND ALSO THE NORTHWESTERLY CORNER OF PARCEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. **201321950**; THENCE LEAVING SAID LINE COMMON TO SAID LOT 10 AND PARCEL 1, ALONG A LINE KNOWN AS THE SOUTHERLY BOUNDARY OF SAID LOT 10 N36°46'00"W 101.53 FEET TO AN ANGLE POINT COMMON TO SAID LOT 10, AND PARCEL B; THENCE ALONG A LINE COMMON TO SAID PARCEL B, S89°40'00"W 43.35

FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N38°57'47"W 46.20 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR STAMPED LS #38079 FOUND ALONG SAID OLD FENCE LINE NOTED IN ADVERSE POSSESSION CASE NO. 90 CV 625, DESCRIBED IN INSTRUMENT RECORDED MAY 4, 2015 UNDER RECEPTION NO. 201507801; THENCE N30°02'13"W 32.15 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N46°00'32"E 23.29 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079, MARKING A COMMON CORNER OF SAID LOT 10 AND PARCEL B; THENCE N41°59'45"W 4.37 FEET LEAVING SAID FENCE LINE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL B TO THE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION PREPARED BY
RANDALL P. KIPP, P.L.S. #38079
FOR AND ON BEHALF OF
KIPP LAND SURVEYING
P.O.BOX 3154
EAGLE, CO 81631
JOB NO.: 15025

PARCEL B AKA PARCEL Q:

A PARCEL OF LAND SITUATED IN THE NW1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 3.5" ALUMINUM CAP SET IN A ROCK, STAMPED U.S.D.A. A/P. 18, LS #7235 MARKING A COMMON CORNER OF TRACT A, U.S FOREST SERVICE PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952 AND PARCEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE ALONG A SAID TRACT A, THE U.S. FOREST SERVICE PROPERTY LINE, N49° 11'55"W 105.19 FEET, TO A FOUND 3.5" ALUMINUM CAP SET ON A 3" PIPE, STAMPED U.S.D.A A/P. 19, LS #7235 MARKING A COMMON CORNER OF SAID TRACT A, THE U.S. FOREST SERVICE AND ALSO BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION; THENCE LEAVING SAID TRACT A, ALONG A COMMON LINE WITH PARCEL 1 AS DESCRIBED IN INSTRUMENT RECORDED MARCH 17, 2000 AT RECEPTION NO. 727477, N 24° 04'46" E 22.26 FEET, TO A FOUND 1.25" BLUE PLASTIC CAP LS # 37924 A POINT ON SAID LINE OF PARCEL 1; THENCE CONTINUING ALONG LINE, N 24° 04'48" E 1.14 FEET, TO A POINT ON A COMMON LINE WITH LOT 10, SOUTH MINTURN ADDITION, A PARCEL OF LAND DESCRIBED IN INSTRUMENTS RECORDED JUNE 22, 2016 AT RECEPTION NO. 201609476 AND 201609477 AND RECORDED JUNE 16, 2016 AT RECEPTION NO. 201609187; AND BEING A CORNER OF SAID PARCEL 1; THENCE ALONG SAID COMMON LINE, N89° 40'00" E 16.65 FEET, TO A POINT AND CORNER ON A LINE COMMON TO SAID LOT 10 SOUTH MINTURN ADDITION; THENCE ALONG SAID COMMON LINE TO SAID LOT 10, S36° 46'00" E 101.53 FEET, TO A FOUND 1.5" ALUMINUM CAP LS # 14109, MARKING THE SOUTHEASTERLY CORNER OF PARCEL 1, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950 AND THE NORTHWESTERLY CORNER OF SAID PARCEL 5; THENCE ALONG A LINE COMMON TO SAID PARCEL 5, S39° 37'54"W 11.51 FEET, TO THE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION PREPARED BY
RANDALL P. KIPP, P.L.S. #38079
FOR AND ON BEHALF OF
KIPP LAND SURVEYING
P.O.BOX 3154
EAGLE, CO 81631
JOB NO.: 15025

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND50070589-5

PARCEL 2:

PARCEL A:

A PARCEL OF LAND IN THE COUNTY OF EAGLE AND STATE OF COLORADO LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. DEPARTMENT OF INTERIOR GENERAL LAND OFFICE IN DENVER, COLORADO, ON JUNE 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE NORTH ONE QUARTER CORNER OF SAID SECTION 35 BEARS N. 47° 20' 46" W. 1931.82 FEET DISTANT; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 12.03 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 55° 07' 45" E. 12.03 FEET; THENCE S. 39° 02' W. 147.80 FEET; THENCE S. 54° 16' 00" E. 66.18 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE S. 39° 01' 56" W. 155.00 FEET; THENCE N. 33° 26' 16" W. 128.88 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE N. 39° 27' 34" E. 105.96 FEET; THENCE S. 32° 34' E. 46.41 FEET; THENCE N. 39° 02" E. 168.00 FEET TO A POINT OF BEGINNING,

EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE **952**,

COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL B:

THAT PART OR PARCEL OF LAND LYING AND BEING SOUTHERLY OF AND ADJACENT TO COLORADO U.S. HIGHWAY NO. 24 IN THE SOUTHEAST QUARTER OF THE NORTHEAST (SE1/4NE1/4) OF SECTION THIRTY-FIVE (35) IN TOWNSHIP (5) SOUTH, RANGE EIGHTY-ONE (81) WEST OF THE 6TH PRINCIPAL MERIDIAN, IN EAGLE COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY 24 FROM WHICH THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS NORTH 47° 14' WEST 1980.5 FEET; THENCE SOUTH 29° 11' WEST 150 FEET, THENCE NORTHWESTERLY 65.0 FEET TO A POINT WHICH IS 29° 11' WEST FROM A POINT 150 FEET SOUTH OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE NORTH 29° 11' EAST 150 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE ALONG SAID RIGHT OF WAY BOUNDARY ON A 1° 58' CURVE TO THE LEFT 65 FEET TO THE PLACE OF BEGINNING,

EXCEPTING THEREFROM, ANY PORTION CONTAINED IN DECREE RECORDED NOVEMBER 19, 1981 IN BOOK 332 AT PAGE **295**,

COUNTY OF EAGLE, STATE OF COLORADO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND50070589-5

PARCEL C:

DESCRIPTION AS NOW LOCATED:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EAGLE COUNTY, COLORADO ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON SEPTEMBER 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 35, A BRASS CAP MONUMENT FOUND IN PLACE, BEARS S. 42° 47' 06" E. 2050.33 FEET DISTANT; THENCE S. 39° 02' 00" W. 168.00 FEET; THENCE N. 32° 34' 00" W. 46.41 FEET; THENCE N. 38° 16' 57" E. 150.48 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24; THENCE ALONG SAID RIGHT-OF-WAY 46.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 54° 33' 22" E. 46.10 FEET TO THE POINT OF BEGINNING.

DESCRIPTION AS PER CHAIN OF TITLE:

A PARCEL OF LAND LYING SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 24, IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION BEARS N. 46° 46' WEST 1858.5 FEET;
THENCE SOUTH 29° 11' WEST 148 FEET TO THE NORTHERLY CORNER OF PARCEL OF LAND CONVEYED TO THE COLORADO STATE HIGHWAY DEPARTMENT BY DEED RECORDED IN BOOK 126 AT PAGE **421**, EAGLE COUNTY COLORADO RECORDER'S RECORDS:
THENCE SOUTH 31° 36' EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LAST MENTIONED PARCEL OF LAND 57.3 FEET, TO THE MOST EASTERLY CORNER OF SAID PARCEL, WHICH CORNER IS LOCATED ON THE NORTHWESTERLY LINE OF PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 126 AT PAGE **232** OF SAID RECORDS:
THENCE NORTH 29° 11' EAST, ALONG SAID NORTHWESTERLY LINE OF LAST MENTIONED PARCEL OF LAND 168 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY
THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ON A 1° 58' CURVE TO THE RIGHT 50.1 FEET TO THE POINT OF BEGINNING. COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL D:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY

OF EAGLE, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT FROM WHICH THE NORTH ONE QUARTER CORNER OF SECTION 35 BEARS N. 43° 23' 43" W. 2023.67 FEET DISTANT; THENCE S. 55° 14' 18" E. 63.14 FEET; THENCE S. 51° 36' 36" E. 47.54 FEET; THENCE S. 35° 09' 57 " W. 210.42 FEET; THENCE N. 33° 12' 13" W. 130.94 FEET; THENCE N. 39° 01' 56" E. 164.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTIONS THAT MAY BE CONTAINED WITHIN INSTRUMENTS RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE **952**, NOVEMBER 19, 981 IN BOOK 332 AT PAGE **295** AND JUNE 18, 1985 IN BOOK 417 AT PAGE **312**,

COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL E:

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

BEGINNING AT A 3" BRASS CAP MONUMENT, SAID POINT BEING ANGLE POINT NO. 18 OF THE "FOREST PROPERTY BOUNDARY SURVEY" RECORDED IN BOOK 469 AT PAGE **371** IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, FROM WHENCE A 3" BRASS CAP MONUMENT FOUND MARKING ANGLE POINT NO. 17 OF SAID "FOREST PROPERTY BOUNDARY SURVEY" BEARS S 33° 12' 13" E. 260.01 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE DESCRIPTION; THENCE N 39° 37' 37" E 11.52 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 14109, SAID POINT BEING THE WESTERLY CORNER OF THE "FORMER MCCULLOM PARCEL" PER THE DECREE IN QUIET TITLE ACTION RECORDED OCTOBER 23, 1992 AT RECEPTION NO. **488393** IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER; THENCE S 33° 25' 38" E 127.51 FEET ALONG THE WESTERLY BOUNDARY OF SAID "FORMER MCCULLOM PARCEL" TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 4551, SAID POINT BEING THE SOUTHERLY CORNER OF SAID "FORMER MCCULLOM PARCEL" THENCE DEPARTING SAID "FORMER MCCULLOM PARCEL" S 39° 11' 59" W 12.07 FEET TO A POINT ON THE LINE BETWEEN SAID ANGLE POINTS 17 AND 18, THENCE ALONG SAID LINE N 33° 12' 13" W 127.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE **952**,

COUNTY OF EAGLE, STATE OF COLORADO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND50070589-5

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND50070589-5

All of the following Requirements must be met:

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

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

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

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

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND50070589-5

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

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904 IN BOOK 48 AT PAGE **502** AND FEBRUARY 18, 1929 IN BOOK 106 AT PAGE **517**.
10. AN EASEMENT AND RIGHT TO USE SEWER TANKS AND LEACHING FIELD AS RESERVED IN DEED RECORDED JULY 1, 1965 IN BOOK 188 AT PAGE **345**.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT RECORDED JANUARY 21, 1970 IN BOOK 216 AT PAGE **914**.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO ANY INTERESTS, AS SET FORTH IN WARRANTY DEED RECORDED FEBRUARY 19, 1970 IN BOOK 217 AT PAGE **120**.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCES RECORDED DECEMBER 20, 1974 IN BOOK 238 AT PAGES **4** AND 94, MARCH 1, 1978 IN BOOK 267 AT PAGE **398** AND DECEMBER 14, 1981 IN BOOK 333 AT PAGES **349** AND **351**.
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ANNEXATION PLAT FOR SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 01, 1978 IN BOOK 267 AT PAGE **397**.
15. ANNEXATION ORDINANCE NO. 159, SERIES OF 1978, RECORDED MARCH 1, 1978 IN BOOK 267 AT PAGE **398** AND RECORDED DECEMBER 14, 1981 IN BOOK 333 AT PAGE **351**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND50070589-5

16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE SURVEYS RECORDED SEPTEMBER 08, 1987 IN BOOK 469 AT PAGE 371 AND 372, INCLUDING, BUT NOT LIMITED TO ANY LOSS, DAMAGE OR CLAIMS THEREIN DUE TO ANY OCCUPANCY, AS SET FORTH ON SAID SURVEYS.
17. THE FAILURE OF THE SOUTHERN BOUNDARY LINE OF THE LAND TO BE CONGRUENT WITH THE NORTHERN BOUNDARY LINE OF THAT CERTAIN PROPERTY OWNED BY THE MILLER FAMILY TRUST AS DESCRIBED BY DEED RECORDED APRIL 17, 2000, UNDER RECEPTION NO. 727477, AND ANY CONSEQUENCES OF THE GAP, STRIP, OR GORE CREATED THEREBY.
18. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE RIVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 24, 2002, UNDER RECEPTION NO. 799500 AND MAP RECORDED DECEMBER 7, 2009 UNDER RECEPTION NO. 26003.
19. ANY LOSS, DAMAGE, CLAIM OR INTEREST RESULTING FROM THE ERRORS AND/OR OMISSIONS WITHIN THE GRANTEE AND THE LEGAL DESCRIPTION WITHIN EXHIBIT A, OF QUIT CLAIM DEED RECORDED MAY 8, 2012 UNDER RECEPTION NO. 201209032.
20. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE UPPER EAGLE VALLEY SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 28, 2017, UNDER RECEPTION NO. 201705247 AND 201705251.
21. ANY LOSS, DAMAGE OR CLAIM ARISING FROM GAPS OR OVERLAPS BETWEEN PROPERTIES HEREIN AND ADJACENT PROPERTIES, AS SET FORTH IN DEED RECORDED NOVEMBER 30, 1987 IN BOOK 474 AT PAGE 879 AS TO PARCEL 3 HEREIN, AND AS MAY EXIST WITH ALL THE SUBJECT PROPERTIES HEREIN, AND ANY PROPERTIES ADJACENT THERETO.
22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE RIVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED JUNE 24, 2002, UNDER RECEPTION NO. 799500 AND DECEMBER 7, 2009 UNDER RECEPTION NO. 200926003.
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW AND RULING OF REFEREE RECORDED JUNE 07, 2006 UNDER RECEPTION NO. 200615125.
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CLAIM OF EASEMENT RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. 201121549.
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ENCROACHMENT AUTHORIZATION RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. 201121550.
26. (THIS ITEM WAS INTENTIONALLY DELETED)
27. THE EFFECT OF ANY DAMAGE, FAILURE OF TITLE, OR OTHER LOSS, DIRECTLY OR INDIRECTLY ASSOCIATED WITH ANY TRAILER, MOBILE HOME OR SIMILAR PERSONAL PROPERTY LOCATED ON SUBJECT PROPERTY.
28. (THIS ITEM WAS INTENTIONALLY DELETED)

    (THIS ITEM WAS INTENTIONALLY DELETED)

    (THIS ITEM WAS INTENTIONALLY DELETED)

Land Title Guarantee Company
Disclosure Statements

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

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate

and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

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

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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy

policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance
Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   - (a) the Notice;
   - (b) the Commitment to Issue Policy;
   - (c) the Commitment Conditions;
   - (d) Schedule A;
   - (e) Schedule B, Part I—Requirements; and
   - (f) Schedule B, Part II—Exceptions; and
   - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

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

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

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. **PRO-FORMA POLICY**

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

9. **ARBITRATION**

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

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

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

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By President

Attest Secretary

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

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SECTION 16

MIDTOWN VILLAGE

PUD GUIDE

Revision date - June 2026



MIDTOWN VILLAGE PUD GUIDE

I. TITLE AND OWNERSHIP

This PUD shall be known as the Midtown Village PUD.

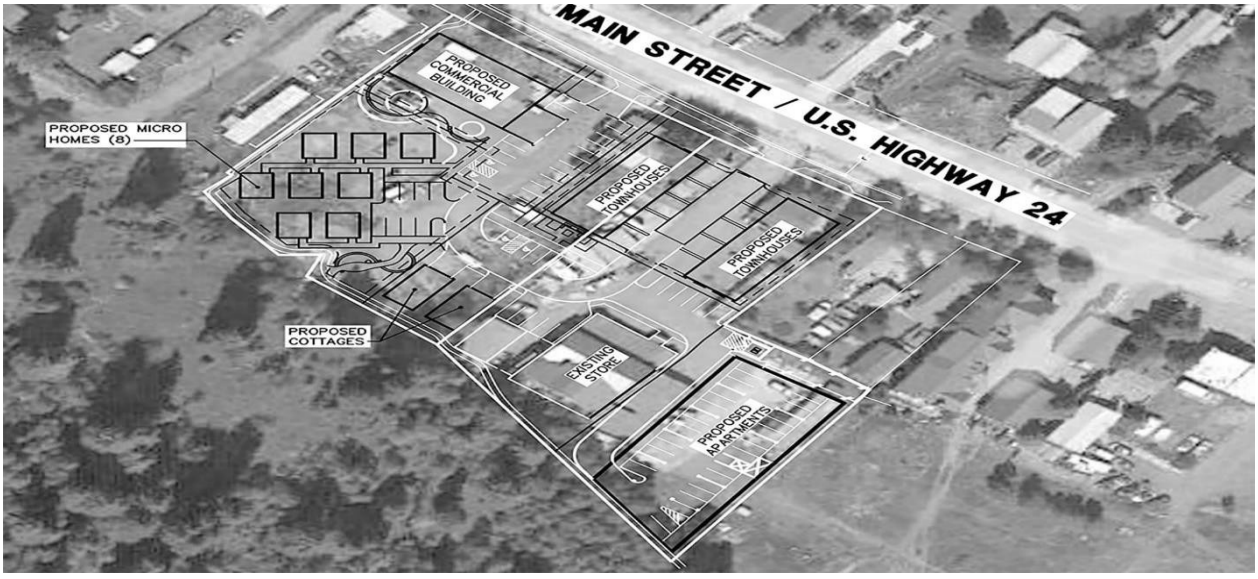
Owner is Midtown Lofts, LLC

II. INTENTION

The intent of the Midtown Village PUD Guide is to provide the framework for a phased development of a new residential neighborhood with a diverse mix of affordable housing types spread across (5) separate Development Parcels (Tracts A-E) as well as civic and commercial uses.

III. GENERAL INFORMATION

Midtown Village PUD is a re-development, not green field development and aims to compliment the other residential properties and businesses in the South Town Commercial Zone by investing in more commercial space while maintaining a diverse and affordable residential component.
The PUD contains 110,207 Square Feet / (2.53 AC) acres of land situated south of downtown off Hwy 24 in the 900 Block of Minturn, Colorado.



IV. DEFINITIONS

All terms used in this PUD shall have the same meaning as in the Minturn Municipal Code (MMC), unless expressly defined in this Section IV.

Association – the body of appointed members that govern the entire Midtown Village community either in the form of the Midtown Village Master Owners Association or sub-classes of membership, or an association that governs a portion of the Midtown Village community in the form of a sub-association.

Common Area / Greenspace - public spaces, trails and amenities that are owned and maintained by the Association.

Detached Townhome - A residential structure that is physically separated from other units—sharing no common walls - and located on a reduced size lot or a lot that may be clustered in group(s) of other detached townhome structures sharing common open space or other common elements maintained by an Association.

Permitted Use – is a use by right under this PUD and the MMC

Pervious Surface - any material that allows for the absorption of water into the ground.

Prohibited Uses – uses of the property that are not allowed by the Association or by the MMC

V. OPEN SPACE PLAN – At full buildout, the PUD provides for 30,544 sf of Public Open Space (27.7%) that can be utilized by residents of the development and all residents of the town. 13,555 sf (12.3%) of this space is Active Open Space that provides connectivity to the US Forest Service Martin Creek Public land through trails, sidewalks, gardens, patio seating areas. The PUD also provides 16,989 sf (15.4%) of Passive Open Space that includes all common areas around the apartments on Tract A, Commercial Building on Tract B, Microhomes on Tract C, Townhomes on Tract D and Commercial Building on Tract E

VI. PUBLIC BENEFITS OF THE PUD OVERLAY ZONING PROVISION

The PUD allows for property within the town of Minturn to be redeveloped consistent with the goals of the Community Plan as well as the existing mixed-use neighborhood. It also allows for the increased density that is necessary to include deed restricted local housing alternatives.

VII. HOUSING PLAN

Subject to Town of Minturn, Colorado Ordinance No. 7 – Series 2020 in Sec. 16-26.140. this PUD, at full build-out, proposes to provide a total of 31 Community Housing units out of 42 total units in Midtown Village. The Community Housing units will include 27 Resident Occupied Deed Restricted Community Housing Units out of the total of 42 units, which equals 64% of the total units. In addition, there will be four (4) Price Capped For Sale Deed Restricted Community Housing Units that shall not exceed the required 200% area median income Price Capped Deed Restriction limit when initially listed for sale.

The intended breakdown of types of housing units per Phase is as follows:

Phase 1, Tracts A & B:

Tract A shall include sixteen (16) Resident Occupied Deed Restricted Community Housing For Rent Units.

Tract B shall include three (3) Resident Occupied Deed Restricted Community Housing For Rent Units.

Phase 2, Tract C:

Tract C shall include eight (8) Resident Occupied Deed Restricted For Sale Community Housing Units as Single Family Microhomes. This number may change if

Price Capped For Sale Deed Restricted Community Housing Units are added from Tract D below.

Phase 3, Tracts D & E:

Tract D shall include four (4) Price Capped For Sale Deed Restricted Community Housing Units in the townhomes with a maximum Initial Sales Price Set at or below 200% area median income affordability levels or less. These units may be moved to Tract C, as explained above.

Tract E proposes two scenarios: the first is commercial use on the first floor with three (3) residential units above, none of which would have Community Housing restrictions. The second scenario is a new Fire Station with living quarters for employees of the Fire Station to live during their shifts, which would not have formalized Community Housing restrictions.

Midtown Village

Community Housing Unit Breakout

		Type	Open Market	Resident Occupied	Price Capped	
Phase 1						
Tract A	Apartments	For Rent		16		
Tract B	Commercial w/Residential	For Rent		3		
Tract B	Single Family Cottages	For Sale	2			
Phase 2						
Tract C	Single Family Microhomes	For Sale		8		
Phase 3						
Tract D	Townhomes	For Sale	6		4	*
Tract E	Fire Station or Commercial	For Rent	3			
Total PUD Units:		**42**	**11**	**27**	**4**	
Community Housing Units:		**31**		64%	10%	

**4 PC units included in Tract D or Tract C*

This Housing Plan exceeds the Housing Requirement of 8 Resident Occupied Units and 4 Price Capped Units, by 19 additional Resident Occupied Units.

Resident Occupied Deed Restricted Units:

Resident Occupancy restrictions may apply to for rent or for sale housing and apply to sixteen (16) apartment units in Tract A, three (3) units above the commercial building in Tract B, and eight (8) single family microhomes in Tract C. Any designated Resident Occupied unit, if sold to a non-qualifying occupant, will require the collection of a 2% transfer fee payable to Town of Minturn or its designee for each and every ownership transfer to a non-qualifying occupant.

No Resident Occupied unit shall be available for short term rental which is defined as a rental for less than a 30 day period or otherwise in Town code.

Price Capped Deed Restricted Units:

Price Capped For Sale Deed Restricted Units are identified as four (4) units in Tract C or D. Initial Sales Prices for these Units shall be set sixty (60) days prior to issuance of Temporary Certificate of Occupancy.

Marketing for the Price Capped Deed Restricted Units shall be in coordination with the Program Administrator, who maintains a robust buyer wait list.

The Program Administrator shall qualify the Eligible Households through an application process. If more than one buyer applies, a prioritization selection shall be made based on the highest scoring.

No Price Capped Unit shall be available for short term rental which is defined as a rental for less than a 30 day period, or otherwise in Town code.

Town of Minturn Housing Guidelines Occupancy Restrictions:

The Town of Minturn Community Housing Guidelines, adopted June 2020, will determine resident occupancy requirements. These Housing Guidelines may be amended from time to time.

Resident Occupancy for rental or for sale units where households where at least one member of the household meets at least one of the following criteria: Has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in Eagle County may be combined to reach 30 hours per week); or Has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or

Employees that make their home in Eagle County but work for employers that are located outside of Eagle County (i.e. telecommuters) may be considered eligible if all other eligibility requirements are met and the Household can prove Eagle County residency for at least 1 year before application submission; or Is over the age of sixty (60) and had earned a living primarily in Eagle County prior to his or her retirement; or Is a disabled person who had been a full-time employee in Eagle County for a minimum of two years immediately prior to his or her disability or has been granted an exception to the minimum of 30 hours per week in order to continue with a federal or state benefit program, if the person works the maximum number of hours per week the disabled person will have met the intent of the programs criteria; or The household cumulatively earns at least 75% of the Household' s Gross Household Income in Eagle County.

Deed Restriction Covenants Recorded:

The applicant will agree to and sign and record Resident Occupied Deed Restriction(s) with a Transfer Assessment covenant acceptable to the Town of Minturn for the nineteen (19) units on Phase 1, Tracts A & B, and eight (8) units on Phase 2, Tract C at the time of recording a final plat. At time of site plan review of each tract, each unit to be Resident Occupied and/or Price Capped shall be identified by the developer and deed restrictions shall be recorded at time of Separately Conveyable parcel subdivision.

Deed Restricted Unit Compliance:

All units that have a Deed Restriction, whether for rent or for sale, shall have an annual compliance period to prove compliance with the restrictions. That process may require an annual fee for staff time to ensure restrictions are followed.

Initial Sales of For Sale Inventory:

The Program Administrator shall either coordinate with the applicant or sell directly to the buyer wait list.

Resale of For Sale Inventory:

The Program Administrator, or its designee, shall facilitate the sale of all future Price Capped For Sale Deed Restricted Community Housing Units per the requirements of the restriction.

VIII. DEVELOPMENT STANDARDS:

The following development standards apply to the Midtown Village PUD and aim to conform to the Community Comprehensive Plan. The development standards for each of the 5 Tracts (A - E) are described below and are included to prescribe the intentions for the entire Midtown Village community.

FURTHER SUBDIVISIONS AND SETBACKS

Setbacks for all parcels are measured the same way: from exterior wall of building to property line. See diagram below for definition of front, rear and side lots within the PUD:

- Parcel boundaries (i.e. lot lines) for separately conveyable townhomes, detached townhomes, duplexes, and condominiums shall be reviewed as part of the Design Review process (as defined in the MMC) for each Tract and established in accordance with an administratively approved subdivision process as laid out in the MMC and as may be amended from time to time.

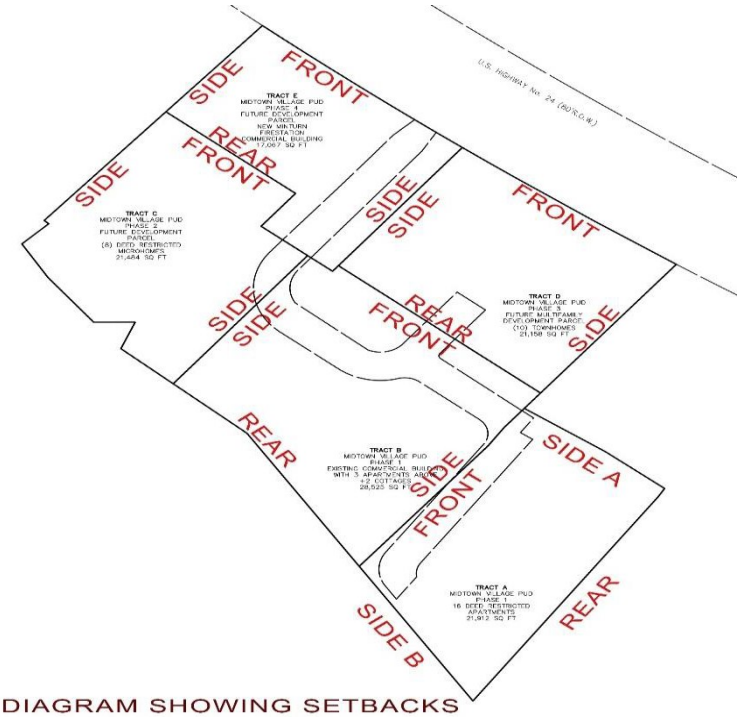


DIAGRAM SHOWING SETBACKS

i. Side A Setback: 25 ft. includes ERWSD Sewer easement

ii. Side B Setback: 5 ft.

iii. Rear Setback: 5 ft.

iv. Front Setback: 25 ft.

v. Additional Parcel Boundary Standards: Roof overhangs may extend into the setback or beyond the separately conveyable parcel boundaries (i.e. lot lines) up to 18 inches so long as they do not intrude into the boundaries of another separately conveyable parcel. Driveways, retaining walls, landscaping, landscape berms, utilities, walkways, sidewalks, paths may occur outside of separately conveyable parcel boundaries (i.e. lot lines) provided that Clear Vision requirements are maintained (as defined in the MMC) and no interference occurs with access, drainage, and snow storage around structures.

vi. Any further subdivision of Tracts other than subdivision creating condominiums, townhomes, detached townhomes will need a minimum lot size to be established.

A. TRACT A:

Sixteen (16) multi-family apartment dwelling units

1. **Description**: Apartment Building above grade level parking garage, Rooftop Solar Array
2. **Permitted Uses**: (16) Resident Occupied deed restricted rental apartments

2a. **Prohibited Uses**: Short-Term Rental

3. **Primary Uses**: Residential, Multi-Family
4. **Accessory / Limited Uses**
   a. Home Occupation
   b. Solar Energy System, Roof- mounted, Accessory

TRACT A DESIGN GUIDELINES

a. Maximum Building Height: 28 ft.

b. Building lot coverage shall not exceed 80% of lot.

c. Total impervious area shall not exceed 90% of lot.

d. Open Space / Common Area – 18%

e. Tract Setbacks:

(See Above: Diagram Showing Setbacks) Rear Setbacks: 5 ft (*variance*)

Front Setback: 25 ft

Side Setback: 5 ft

NOTE: The 5' Rear Setback shown on the diagram above is a variance from existing commercial code. This variance is necessary to accommodate the additional depth needed for the parking garage and adequate spacing for safest traffic patterns.

f. Parking: 32 spaces of structured parking 2 spaces / Dwelling Unit provided. Guest spaces provided at 1 space per on Tracts B and E

g. Trash / Dumpster Area: Tenants will place trash in provided bear-resistant dumpster enclosure. Fenced / Locked dumpster area. Maintenance of these amenities will be managed by the Association.

h. Nature Trail: A rustic single-track, rustic dirt trail is proposed to run from Hwy 24 Right of Way along the West property line of Tract E and Tract C and connects with Tract B and ultimately to Tract A and the USFS Martin Creek Open Space.

B. TRACT B:

1. **Description**: Existing Commercial Warehouse with 3 Apartments above and (2) single family cottage homesites

2. **Permitted Uses**: Commercial, , office, home occupation, residential. The following uses require approval of a Conditional Use Permit or other zoning approval from Town of Minturn in accordance with the MMC: light manufacturing, warehouse.

3. **Primary Use**: Main level Commercial Warehouse, mini storage spaces associated with 3 upper level residence units above

3a. **Prohibited Uses**: Short-Term Rental

4. **Accessory Uses**

   a. Solar Energy System, Roof- mounted, Accessory and HVAC Equipment

TRACT B DESIGN GUIDELINES

   a. Maximum Building Height: 28 ft.

   b. Building lot coverage shall not exceed 80% of lot.

   c. Total impervious area shall not exceed 90% of lot.

   d. Separately Conveyable Parcel Boundaries (i.e. lot lines) and Setbacks: Separately Conveyable parcel boundaries (i.e. lot lines) shall be identified at the time of Design Review in accordance with the following setback requirements and established in accordance with administratively approved subdivision regulations as laid out in the MMC and as may be amended from time to time: *(See Above: Diagram Showing Setbacks)*

Rear Setbacks: 10 ft

Front Setback: 20 ft

Side Setback: 5 ft

f. Parking: Parking for commercial building and residential tenants provided in conformance with MMC via marked surface parking and signage delineating specific spaces for specific Units. Additional overflow and guest parking is provided on Tract B and Tract E.

g. Nature Trail: : A rustic singletrack dirt trail is proposed to run from Hwy 24 ROW along the West property line of Tract E and Tract C and connects with Tract B and ultimately to Tract A and the USFS Martin Creek Open Space.

C. TRACT C:

1. **Description:** Micro Home Development Parcel

2. **Permitted Uses**: Eight (8) "RO" Deed Restricted Detached Townhomes / Micro Homes

2a. **Prohibited Use**: Short-Term Rental

3. **Primary Use**: Detached Townhomes

4. **Accessory Uses**

   a. Solar Energy System, Roof- mounted, Accessory

TRACT C DESIGN GUIDELINES

a. Maximum Building Height: 28 ft.

b. Building lot coverage shall not exceed 45% of lot

c. Impervious surface coverage shall not exceed 55% of lot

NOTE: Upon construction of any, one or all of the (8) microhome (detached townhome) foundations, a survey will be performed and provided to the Town. The Town shall review and approve the survey and the developer shall then be authorized to submit an application to subdivide the detached townhomes in accordance with administratively approved subdivision regulations as laid out in the MMC and as may be amended from time to time.

(See Above: Diagram Showing Setbacks) Rear

Setbacks: 10 ft

Front Setback: 20 ft

Side Setback: 5 ft

f. Parking: Parking for Micro Homes / Detached Townhomes is provided in conformance with MMC via marked surface parking and signage delineating specific spaces for specific Units / Homeowners. Additional overflow and guest parking is provided on Tract B and Tract E

g. Nature Trail: A rustic singletrack dirt trail is proposed to run from Hwy 24 ROW along the West property line of Tract E and Tract C and connects with Tract B and ultimately to Tract A and the USFS Martin Creek Open Space.

D. TRACT D:

1. **Description:** Multi-Family Development Parcel

2. **Permitted Uses**: Multi-Family Residential, for 10 Units attached Townhomes

2a. **Prohibited Use**: Short-Term Rental

3. **Primary Use**: Multi-family Residential

4. **Accessory Uses**

a. Solar Energy System, Roof- mounted, Accessory

TRACT D DESIGN GUIDELINES

a. Maximum Building Height: 28 ft.

b. Building lot coverage shall not exceed 45% of lot.

c. Impervious surface coverage shall not exceed 55% of lot.

(See Above: Diagram Showing Setbacks)

i. Rear Setbacks: 10 ft.

ii. Front Setback: 20 ft

iii. Side Setbacks: 5 ft

f. Parking: Parking for Townhomes is provided in conformance with the MMC via interior garages for each unit. Additional overflow and guest parking is provided on each unit's driveway.

E. TRACT E:

1. **Description**: Mixed Use Development Parcel

2. **Permitted Uses**: Commercial, residential and/or civic (including Fire Station)

2a. **Prohibited Use**: Short-Term Rental

3. **Primary Use**: Commercial / Residences / Public Building

4. **Accessory Uses**

a. Solar Energy System, Roof- mounted, Accessory

TRACT E DESIGN GUIDELINES

a. Maximum Building Height: up to 28 *ft*

b. Building lot coverage shall not exceed 80% of lot

c. Impervious surface coverage shall not exceed 90% of lot

(See Above: Diagram Showing Setbacks on Page 8)

i. Rear Setbacks: 10 ft

ii. Front Setback: 20 ft

iii. Side Setbacks: 5 ft

d. Parking: Parking for commercial building and tenants is provided in conformance with MMC via marked surface parking spaces. Additional review of proposed uses for commercial building may be required by Town of Minturn Planning Dept. to assess and verify sufficient parking within Tract E.

F. ACCESS AND SEMI-PUBLIC AREAS

1. **Description**: Private Driveways, sidewalks and trails for Ingress / Egress and Common Areas

2. **Permitted Uses**: Ingress/Egress and circulation of residents and guests. Public spaces to be enjoyed by the residents and guests intended to create a closer sense of community.

G. OPEN SPACE

Common area open space areas are intended for public use by all Minturn community members and may have improvements such as playground equipment, barbeque grilles, firepits, community gardens, and picnic tables. Open Space Areas C, D and E listed on the Open Space Plan of the Civil Drawings show green spaces that can be used for dog walking and trail

connectivity from HWY24 to USFS Martin Creek Trailhead. Additional Open Space Areas have been included on Parcels C and E.

IX. ARCHITECTURAL GUIDELINES

The intent of the architectural guidelines are to ensure that all proposed residential and commercial buildings blend as much as possible with the surrounding natural landscape and to insure building materials and colors that are compatible with the surrounding Character Area / Zone. All architectural components will be compliant with adopted wildfire resiliency standards.

Roofs:

Roof materials may be asphalt shingle or composite shakes, metal (standing seam, pro-panel, Cor-Ten, corrugated or copper) or a combination of those materials. All metal roofing materials shall be non- reflective and adhere to the Town of Minturn's Wildfire Resiliency Code. Colors should be natural, earthtones such as brown, grey, green, rusted or patina. Cedar shakes are not permitted.

Exterior Siding:

Siding may be metal, masonry, cementitious board or panel, fire-retarded treated wood, stucco, or natural or cultured stone with color palette of natural earth tones and adhere to the Town of Minturn's Wildfire Resiliency Code. (Applications include vertical or horizontal, standing seam, board and batten or panels)

Lighting:

All exterior light fixtures shall be downcast in nature and Dark Sky Compliant.

Lighting must also comply with the applicable lighting standards of the MMC.

Common Areas, sidewalks, parking areas may also be illuminated with MMC compliant site lighting.

Motion Sensor Flood type lighting is prohibited.

Fire Suppression Requirements:

All Commercial Buildings and Multi-Family residences are required to have a monitored residential fire sprinkler system pursuant to the requirements of (ERFPD) Eagle River Fire Protection District.

Sustainability:

Each unit is required to include solar readiness rough- in for future solar incorporation. In addition, each unit is required to include a dedicated circuit and/ or panel capacity to support Level II electric vehicle charging. Other opportunities for incorporating sustainable practices are encouraged, including but not limited to:

Installation of roof- mounted solar panels

All landscaping within the PUD will comply with the Town's waterwise landscaping standards including but not limited to:

· Waterwise design principles and hydrozones.

· Waterwise / drought tolerant plant selection for all trees, shrubs, grasses and ground covers.

· Waterwise irrigation design and maintenance.

· Incorporation of xeriscape design and materials such as rock and other non-living ground cover such as artificial turf.

Storage / Trash:

No Storage of personal property, materials etc. other than those required by the HOA or Developer shall be permitted. Outside storage is regulated by the HOA and shall conform to the Town of Minturn ordinances. All trash shall be stored within garages or trash structures and within wildlife proof containers. The fenced Dumpster enclosure next to the apartment building on Tract A is considered a "temporary" wildlife proof enclosure that could be disassembled at any time to accommodate any work related to the ERWSD Sewer easement. The enclosure will provide an aesthetic fenced area around a wildlife proof dumpster.

Fencing:

All fencing related to the property will be implemented, where necessary, by the developer and/or the Master Association per MMC requirements. Additional fencing is not permitted by any Homeowner or renter nor between units to allow adequate area between buildings for ladder staging in case of fire.

Additional Architectural Design Guidelines may be adopted by the developer or one of the Home Owners Associations, but in no case shall be less restrictive than what is proposed within these Guidelines.

Snow Storage and Management and Maintenance:

The Midtown Village Master Owners Association (MVMOA) shall be responsible for all common area maintenance in accordance with the Declarations. The project provides areas for snow storage as well as proposed areas of snow melt. All Tracts Midtown Village shall meet the minimum snow storage area required by MMC, as may be amended from time to time, and /or may me snow melted. Snow removal and management of all common areas, driveways and sidewalks, including the sidewalk located in the Colorado Department Of Transportation (CDOT) right-of-way, shall be performed under the direction of

the Midtown Village Master Owners Association (MVMOA).

X. WILDLIFE MEASURES AND LANDSCAPE GUIDELINES

Wildlife Mitigation Measures:

The following wildlife mitigation measures shall be adhered to:

1. Utilize wildlife- proof dumpsters/containers for any garbage that is generated at this location. Furthermore, use wildlife-proof containers for trash during the construction period and prohibit workers from leaving food or other bear attractants onsite;
2. Prohibit construction workers and contractors from bringing pets on the work site;
3. Shield and direct all lighting fixtures downward to minimize light pollution on adjacent wildlife habitats. Only Dark-Sky compliant fixtures are approved for use.
4. Construction of any fences shall be in a wildlife- friendly manner that eliminates the chance of entanglement and impalement of wildlife attempting to jump fences. Sharp protrusions and pointed pickets or strands of wire are prohibited.
5. Prohibit fruit, nut, and berry producing trees and shrubs in landscape designs.

Landscape Guidelines:

Other than the (2) Cottage lots on Tract B, which allows for 2000 sq ft of irrigated space per lot, there are no other spaces that are allowed to be irrigated until such a time that the Town can provide additional SFE's to their system. Any irrigation systems f on Tracts D and E are also subject to availability of additional SFE's provided by the Town. All disturbed areas shall be restored to a native condition and/or landscaped using Xeriscape or Waterwise practices.

The minimum tree and drought-tolerant plant size and type shall be in accordance with MMC, as amended from time to time, including but not limited to the Town of Minturn Waterwise landscaping and irrigation design standards and principles.

Homeowners and/or renters may not plant anything within common areas without prior consent of the governing HOA.

XI. SIGNS

All signs proposed within the PUD shall comply with the standards and limitations

set forth in the MMC for both residential and commercial uses. Unless exempt by the MMC sign regulations, all residential and commercial signs shall require approval by the Town of Minturn.

XII. AMENDMENTS, MODIFICATIONS, AND DEVIATIONS

Minor deviations to the PUD may be approved by the Planning Director in accordance with MMC. Amendments or major modifications to the PUD Preliminary Plan or PUD Guide shall be processed in accordance with the MMC.

RESTRICTIVE COVENANT IMPOSING A PRICE CAPPED DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING

THIS RESTRICTIVE COVENANT IMPOSING AN INITIAL 200% AREA MEDIAN INCOME (AMI) PURCHASE CAP AND MAXIMUM RESALE PRICE CAP DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING (the "Covenant") is made and entered into this_____ day of _____ 2026, by Midtown Lofts, LLC, a Colorado limited liability company (together with its successors and assigns "Declarant") and is enforceable by the Town of Minturn, Eagle County, Colorado, or its assigns (the "Town") as and to the extent set forth herein.

RECITALS:

A. The property which is the subject of this Covenant is that certain real property located within the Midtown Village residential planned unit development "MVPUD" in the Town of Minturn, Eagle County, Colorado legally described on **Exhibit A** attached hereto and incorporated herein. The Declarant is the sole owner in fee simple of the Units, which have been platted as a part of the MVPUD each approved for future residential improvements thereon pursuant of the Final Plat for MVPUD, recorded on _____ 2026, under Reception No. _____ in the real property records of Eagle County, Colorado; and

B. The Declarant agreed to this Covenant as part of its application for approval of the MVPUD, approved by the Town Council by Ordinance No._____ Series of 2026, dated _____ 2026, and recorded as Reception No. _____, in the real property records of Eagle County, Colorado, as a means by which housing can be provided for the benefit of persons residing in the Town as further defined below; and

C. The Declarant agrees that a total of four Units and the residential improvements thereon located within the property identified on **Exhibit A** (each "Unit") shall be held, sold, and conveyed only subject to the following covenants, conditions and restrictions, which constitute irrevocable covenants running with the title to the Units as a burden thereon for the benefit of the Town, or its designee, and shall be binding on the Owner of each Unit, and its heirs, personal representatives, assigns, lessee's, licensees and any transferee of the Owner of each Unit; and

D. The Declarant agrees that upon the offering of Units for initial sale, including any subsequent resale by a Unit owner, Minturn Residents, as defined below, shall be given the first opportunity to purchase Units in accordance with the terms below. In the event existing Minturn Residents have not contracted for the purchase of an available Unit when it becomes available, Declarant, including any subsequent resale by a Unit owner who first offers a Unit for sale to a Minturn Resident, may contract with other Eligible Households, as defined below, pursuant to the terms below; and

E. For each subsequent transfer or conveyance of a Unit during the Term, such transfer or conveyance must be made to a Minturn Resident or Eligible Household; and

F. A 200% AMI Purchase Price Cap Deed Restriction (Purchase Cap) is imposed on the Units, as more particularly described in the deed or legal description recorded as Reception No. _____, in the real property records of Eagle County, Colorado; and

G. A Maximum Resale Price Cap Deed Restriction (Resale Cap) is imposed on the Units, as more particularly described in the deed or legal description recorded as Reception No. _ _____, in the real property records of Eagle County, Colorado; and

H. These Restrictions are intended to be recorded in the real property records of Eagle County, Colorado, and shall constitute a covenant running with the land, binding all persons and entities having any right, title, or interest in the Units, including without limitation all owners, occupants, successors, assigns, transferees, and grantees (collectively, Owners), and shall inure to the benefit of the party identified in the recorded instrument as the beneficiary/enforcing party (Beneficiary); and

I. The purpose of this Restriction is to preserve long-term housing affordability within Midtown Village PUD by limiting resale price appreciation and requiring that any conveyance of the restricted Units comply with the price appreciation cap and related transfer conditions stated herein; and

J. There is a demonstrated need for local housing for residents of the Town and this Covenant, as defined below, supports the health, safety and welfare of the citizens of the Town.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby represents, covenants, and agrees as follows:

1. Definitions:

a. "Maximum Resale Price" means the maximum Purchase Price that shall be paid by any purchaser of a Unit, other than the initial purchaser who acquires a Unit from Declarant, which is determined in accordance with the provisions of this Covenant. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Unit. The Maximum Resale Price for the Unit is calculated as: the (a) Base Price, plus (b) Permitted Appreciation Amount, plus (c) Permitted Capital Improvements, plus (d) applicable sales fees not to exceed two percent (2%) of the sales price.

b. "Base Price" means the amount paid for the Unit by the seller at their time of purchase.

c. "Permitted Appreciation Amount" is based upon the average wage for Eagle County as determined by the Colorado Department of Labor and Employment using the most current available data, but in no case shall the allowed increase be more than three percent (3%) simple interest on an annual basis. If there is no increase in the average wage for Eagle County as determined by the Colorado Department of Labor and Employment, the percentage increase which an Owner may claim for purposes of determining Maximum Sales Price shall be zero percent (0%) for that year.

d. “Permitted Capital Improvements” means those improvements or fixtures erected, installed, or attached as permanent, functional, and non-decorative improvements to real property.

e. "Eligible Households" means Households that will use the Unit as their Primary Residence and are qualified employees. Each of the criteria are further defined below:

i. Qualification:

(1) At least one member of the Household must meet one or more of the following criteria:

(a) Has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in eagle County may be combined to reach 30 hours per week); or

(b) Has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or

(c) Employees that make their home in Eagle County but work for employers that are located outside of Eagle County (i.e., telecommuters) shall be considered eligible; or

(d) Is over the age of sixty (60) and has earned a living primarily in Eagle County for the preceding thirty-six (36) months prior to his or her retirement; or

(e) Is a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to his or her disability or has been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program, if the person works the maximum number of hours per week the program will allow.

(f) The Household must cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

ii. Title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.

(1) Notwithstanding the foregoing, an Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the

(2) circumstances provided herein and at the sole discretion of the Town, or its assign. To request a variance, the applicant shall submit a letter to the Town, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.

(3) The beneficiary of the trust must be of the age of majority to qualify for this variance.

(4) Upon receipt of a request for special review and any requested information and documentation, the Town, or its assign, may grant the request with or without conditions.

f. "Household" means all individuals who will occupy a unit.

g. "Minturn Resident" means a person or persons who have lived in Minturn as their primary place of residence or is employed by a business physically located in Minturn prior to seeking conveyance of Units. Primary place of residence shall be determined based upon voter registration records, employment history, payment of taxes imposed by the Town, and ownership or rental of residential property within the Town.

h. "Owner" means the owner of record of the Unit regardless of relation to the Owner or lessee.

i. "Primary Residence" means the residence in which an Owner lives for at least nine (9) out of any twelve (12) months. Determination of Eagle County residency status shall be based on criteria including but not limited to a 1) copy of deed or property tax statement, or 2) utility statements from service providers, or 3) other documentation that the Town, or its assign, deem necessary to make a determination, such as voter registration information, place of automobile registration, driver's license address, evidence that the Unit (in whole or in part) is not being rented to any third party, and income tax returns.

j. “Unit” means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the declaration, a condominium map, or a townhome plat. For purposes of this Covenant, the term “Unit” encompasses both unimproved and improved property interests subject to transfer.

2. Restriction on Rentals: During the Term of Covenant, the Units may not be rented, in whole or in part.

3. Seniority of Covenant: Any interest in, lien upon or obligation recorded of record against a Unit acquired by any person or entity shall be subject and subordinate to the covenants and restrictions set forth in this Covenant.

4. Term of Covenant: This Covenant runs in perpetuity, unless, at the sole option of the City Council, a limited term is introduced, subject to public hearing and comment on the proposed limited term.

5. Covenant Runs with the Land: Declarant and all Owners of a Unit, and all other parties with an interest in title to a Unit hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such Owner takes title to a Unit, that this Covenant shall constitute an irrevocable covenant running with the title to the Unit as a burden thereon for the benefit of the Town, or its assign, and shall be binding on the Owner of each Unit, and on its heirs, personal representatives, assigns, lessees, licensees and any transferee of the Owner of each Unit. This Covenant shall be enforceable by the Town and its Town Council, and their respective successors and assigns, as applicable, or their designee, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies provided by law.

6. Notices: any notice, consent, or approval that is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the parties indicated below as long as prior written notice of the change of address has been given to all parties as indicated. Said notices, consents and approvals shall be sent to the following addresses unless otherwise notified in writing:

To Declarant:	Midtown Lofts, LLC c/o Jeff Armistead PO Box 955 Minturn, CO 81645-0955
To the Town:	Town of Minturn P.O. Box 309 Minturn, CO 81645
To Owner:	To the address set forth in the records of the Eagle County Tax Assessor for purposes of mailing tax bills.

7. Disputes: There is hereby reserved to the Town any and all remedies provided by law for breach of this Covenant or any of its terms. In any dispute, each party shall bear its own costs and fees. The exclusive forum for any dispute arising from or relating to the Covenant shall be the Eagle County District Court.

8. Severability: Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or such documents.

9. Choice of Law: This Covenant and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado.

10. Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the respective heirs, successors and assigns of the Declarant, any Owner of a Unit, and the Town.

11. Section Headings: Paragraph or section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

12. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Covenant shall be valid against the Declarant and the Town except on the basis of a written instrument executed by the Town.

13. Gender and Number: Whenever the context so required herein, the neuter gender shall include any and all genders and vice versa and the use of the singular shall include the plural and vice versa.

14. Personal Liability: By taking title to a Unit, an Owner agrees that he or she shall be personally liable for compliance with the applicable terms and conditions of this Covenant.

15. Further Actions: The Declarant, any Owner of a Unit, and the Town agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any Covenant or documents relating hereto or entered into in connection herewith.

16. Modifications: The Declarant, any Owner of a Unit, and the Town agree that any modifications of this Covenant shall be effective only when made by writings signed by the parties and recorded with the Clerk and Recorder of Eagle County. The Town reserves the right to amend this Covenant unilaterally where deemed necessary to effectuate the purpose and intent of this Covenant, and where such unilateral action does not materially impair an Owner's rights or any lender's rights under this Covenant.

17. Assignment: The Town may in its sole discretion assign the benefits and delegate the responsibilities hereunder to a non-profit private entity or public agency or authority or operated in whole or in part to provide benefits within the Town.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

TOWN OF MINTURN

By: _____
[Name], [Title]

ATTEST:

_____
Town Clerk

[Remainder of page intentionally left blank]

MIDTOWN LOFTS, LLC

By: _____
[Name], [Title]

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by _____ as _____ of Midtown Lofts, LLC, a Colorado limited liability company. Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTIES

Lot Nos. _____, _____, _____, and _____, located on Tract D within the Midtown Village P.U.D., according to the Final Plat recorded _____, 2026 under Reception No. _____ in the County of Eagle, State of Colorado.

EXHIBIT B

ACKNOWLEDGEMENT OF THE RESTRICTIVE COVENANT IMPOSING A PRICE CAP DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING

WHEREAS, (the "Buyer") is purchasing from _____ (the "Seller") at a price of $_____, the real property and improvements located in the Midtown Village PUD more particularly described as _____ according to the plat recorded under Reception No. _____, in the real property records of Eagle County, Colorado (the "Unit"); and

WHEREAS, the Seller of the Unit is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled " THIS RESTRICTIVE COVENANT IMPOSING A 200% AREA MEDIAN INCOME (AMI) PRICE CAP DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING", recorded on _____, 202___,under Reception No. _____, in the real property records of Eagle County, Colorado (the "Covenant"). A copy of the Covenant is attached to this acknowledgement as **Exhibit A**.

NOW THEREFORE, as an inducement to the Seller to sell the Unit, the Buyer acknowledges that Buyer has carefully read the entire Covenant, has had the opportunity to consult with legal and financial counsel concerning the Covenant and fully understands the terms, conditions, provisions, and restrictions contained in the Covenant, and agrees to abide by the Covenant.

1. Some sales/purchases are exempt from the Transfer Assessment. If I (we) believe my (our) purchase is exempt, I (we) may apply for a temporary exemption from the Transfer Assessment. If I (we) believe my subsequent sale of the Unit is exempt from the Transfer Assessment, the Buyer may apply for the exemption. A sale/purchase for which no exemption is applied for and granted before closing is conclusively deemed to be not exempt. The exemption described herein is considered "temporary" because it applies only so long as the property use which qualified the purchase as exempt continues. Generally, if I (we) stop using the Unit for my (our) Primary Residence, but continue to own the Unit, I (we) will then owe the Transfer Assessment from my (our) purchase of the Unit.

2. States that the notice to Buyer, pursuant to Section 5 of the Covenant, should be sent to:

_____
_____
_____
_____

3. Directs that this acknowledgement be placed of record in the real estate records of Eagle County, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

BUYER(S): _____

Printed Name(s) _____

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this _____ day of _____ 202___, by _____. Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT C

BUYERS' AFFIDAVIT

Name of Buyer(s): _____

Phone#: _____

Name of Title Co.: _____

Name of Escrow Officer: _____

Phone#: _____

Name of Buyers Broker: _____

Phone#: _____

Unit to be Purchased: _____

Expected Closing Date: _____

Please complete the following checklist and submit the package to the Town of Minturn no less than 14 days prior to the expected closing date.

Item to be delivered along with affidavit	**Enclosed**
1. Check for $100.00 processing fee (To: Minturn Town Clerk) as may be amended by the Minturn Town Council	_____
2. Identification (Copy of ID; drivers license, passport, etc.)	_____
3. Affidavit for verification of employment	_____

DELIVER/MAIL PACKET TO: Town of Minturn
P.O. Box 309
Minturn, CO 81645
Or
302 Pine Street
Minturn, Colorado 81645

BUYER'S AFFIDAVIT AND ACKNOWLEDGEMENTS:

Initials

I (we) acknowledge that the Unit identified above is subject to a Restrictive Covenant which imposes a deed restriction on the Unit. _____

I (we) have read the Restrictive Covenant and agree to abide by the terms of it. _____

I (we) will notify the Town of Minturn if (we) cease to be an Eligible Household. _____

I (we) intend to use the Unit as our Primary Residence and will occupy the Unit for at least 9 out of any 12 months. _____

AND

At least one member of the Household:

_____ has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in Eagle County may be combined to reach 30 hours per week); or

_____ has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; **or**
Resides in Eagle County, but works for an employer that is located outside of Eagle County (i.e., telecommuters); or

I (we) are over the age of sixty (60) and have earned a living primarily in Eagle County for the preceding thirty-six (36) months prior to retirement; or

I (we) are a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to the disability or have been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program and work the maximum number of hours per week the program will allow.

AND

I (we) cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

AND

I (we) understand that real estate that is owned by a prospective Eligible Household may not be deeded to a corporation or other person or entity except at fair market value nor may any real estate be deeded to a corporation or other legal entity in which any Household member has any other financial interest in order to meet these requirements.

AND

I (we) understand that title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. and ii. Above. For example, title may be held jointly in the name of the husband and wife who are members of an Eligible Household.

I (we) understand that the Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town of Minturn, or its assign. To request a variance, the applicant shall submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.

I (we) understand that upon receipt of a request for special review and any requested information and documentation, the Town of Minturn, or its assign, may grant the request with or without conditions.

I (we) understand that the Unit, in whole or in part, may not be rented to any third party without losing Eligible Household designation and the Transfer Assessment being due.

I have read and acknowledge the above information to be true, under penalty of perjury. All Household members over the age of 18 must sign and date this form below.

_____ _____
Buyer(s) Signature Date

_____ _____
Buyer(s) Signature Date

_____ _____
Member(s) Signature Date

_____ _____
Member(s) Signature Date

_____ _____
Member(s) Signature Date

_____ _____
Member(s) Signature Date

Please allow 14 days for review of information in the event additional information is requested. If you have any questions, please contact the Town of Minturn _____ at _____ or email _____.

Package received by: _____ **Date: _____**

EMPLOYERS AFFIDAVIT AND VERIFICATION OF EMPLOYMENT

The following affidavit concerns the employment of _____.

Employer Information/Verification of Employee Start Date

Employer Name and Contact Information:

_____
_____
_____
_____

I hereby declare under penalty of perjury that _____ (employee name) began employment on _____ (date) and has continuously worked for thirty (30) or more hours per week since employment began; or has been offered and accepted employment which will continue for a period of at least six (6) months and will include a minimum of thirty (30) or more hours per week; or is over the age of sixty (60) years old and has worked a minimum of thirty (30) or more hours per week for thirty-six (36) consecutive months before retirement.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

“FOR RENT” RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING

THIS RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING (the "Covenant") is made and entered into this _____day of _____ 2026, by Midtown Lofts, LLC, a Colorado limited liability company (together with its successors and assigns "Declarant") and is enforceable by the Town of Minturn, Eagle County, Colorado, or its assigns (the "Town") as and to the extent set forth herein.

RECITALS:

A. The property which is the subject of this Covenant is that certain real property located within the Midtown Village residential planned unit development "MTPUD" on Tracts A and B in the Town of Minturn, Eagle County, Colorado legally described on **Exhibit A** attached hereto and incorporated herein (the "Tracts"). The Declarant is the sole owner in fee simple of the Tracts, which have been platted as a part of the MTPUD consisting of Tracts A and B, each approved for future residential improvements thereon pursuant of the Final Plat for MTPUD, recorded on _____, 2026, under Reception No. _____ in the real property records of Eagle County, Colorado; and

B. The Declarant agreed to this Covenant as part of its application for approval of the MTPUD, approved by the Town of Minturn by Ordinance No. _____ Series of 2026, dated _____ 2026, and recorded under Reception No. _____ as a means by which housing can be provided for the benefit of persons residing in the Town of Minturn as further defined below; and

C. The Declarant agrees that the residential improvements on each of the two Tracts (Tracts A, and B) located within the Property identified on **Exhibit A** (each a "Unit") shall be held, and leased, only subject to the following covenants, conditions and restrictions, which constitute irrevocable covenants running with the title to the Properties as a burden thereon for the benefit of the Town, or its designee, and shall be binding on the Owner of each Unit, and its heirs, personal representatives, assigns, lessee's, licensees and any transferee of the Owner of each Unit; and

D. The Declarant agrees that upon the initial offering of Units for sale or lease within Tracts A and B, existing Minturn Residents, as defined below, shall be given the first opportunity to purchase or lease a residential unit or lot on Tracts A and B. In the event existing Minturn Residents have not contracted for the purchase or lease of an available Unit upon initial offering, Declarant may contract with other Eligible Households, as defined below, pursuant to the terms below. Any subsequent sale or lease Units within Tracts A and B remain subject to the priority sale and leasing priority requirements in this section; and

E. For each subsequent transfer, conveyance, or new leasehold of a Unit during the Term, such transfer, conveyance, or leasehold must be made to a Minturn Resident or Eligible Household; and

F. There is a demonstrated need for Local Housing for residents of the Town and this Covenant, as defined below, supports the health, safety and welfare of the citizens of the Town.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby represents, covenants, and agrees as follows:

1. Definitions:

a. "Eligible Households" means Households that will use the Unit as their Primary Residence, and are qualified employees. Each of the criteria are further defined below:

i. Qualification:

(1) At least one member of the Household must meet one or more of the following criteria:

(a) Has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in Eagle County may be combined to reach 30 hours per week); or

(b) Has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or

(c) Employees that make their home in Eagle County but work for employers that are located outside of Eagle County (i.e., telecommuters) shall be considered eligible; or

(d) Is over the age of sixty (60) and has earned a living primarily in Eagle County for the preceding thirty-six (36) months prior to his or her retirement; or

(e) Is a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to his or her disability or has been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program, if the person works the maximum number of hours per week the program will allow.

(2) The Household must cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

ii. Title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.

(1) Notwithstanding the foregoing, an Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person

who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town, or its assign. To request a variance, the applicant shall submit a letter to the Town, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein. The beneficiary of the trust must be of the age of majority to qualify for this variance.

(2) Upon receipt of a request for special review and any requested information and documentation, the Town, or its assign, may grant the request with or without conditions.

b. "Household" means all individuals who will occupy a unit.

c. "Minturn Resident" means a person or persons who have lived in Minturn as their primary place of residence or is employed by a business physically located in Minturn prior to seeking lease or conveyance of Units on Tracts A and B. Primary place of residence shall be determined based upon voter registration records, employment history, payment of taxes imposed by the Town or Eagle County, and ownership or rental of residential property within the Town or Eagle County.

d. "Owner" means the owner of record of the Unit regardless of relation to the Owner or lessee.

e. "Primary Residence" means the residence in which an Owner lives for at least nine (9) out of any twelve (12) months. Determination of Eagle County residency status shall be based on criteria including but not limited to 1). copy of deed or property tax statement, or 2). utility statements from service providers, or 3). other documentation that the Town, or its assign, deem necessary to make a determination, such as voter registration information, place of automobile registration, driver's license address, evidence that the Unit (in whole or in part) is not being rented to any third party, and income tax returns.

f. “Unit” means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the declaration, a condominium map, or a townhome plat. For purposes of this Covenant, the term “Unit” encompasses both unimproved and improved property interests subject to transfer.

2. Conveyance limited to Minturn Residents and Eligible Households: From the initial offering of units for sale within Tracts A and B, until the end of the Term of Covenant, existing Minturn Residents shall be given the first opportunity to purchase or lease one Unit on either Tracts A and B, , for a period of 30 days from initial offering or when said Unit is placed on the market. In the event existing Minturn Residents have not contracted for the purchase of said Unit during the 30-day initial offering period, opportunity shall be given to acquire said Unit by other Eligible Households. During the Term of Covenant, ownership of a Unit subject by this covenant may only be held by Eligible Households subject to the variances provided herein.

3. Restriction on Rentals: During the Term of Covenant, the Units within Tracts A and B, may only be leased or rented, in whole or in part, to Minturn Residents or Eligible Households.

4. Seniority of Covenant: Any interest in, lien upon or obligation recorded of record against a Unit acquired by any person or entity shall be subject and subordinate to the covenants and restrictions set forth in this Covenant.

5. Term of Covenant: This Covenant runs in perpetuity, unless, at the sole option of the City Council, a limited term is introduced, subject to public hearing and comment on the proposed limited term.

6. Covenant Runs with the Land: Declarant and all Owners of a Unit, and all other parties with an interest in title to a Unit hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such Owner takes title to a Unit, that this Covenant shall constitute an irrevocable covenant running with the title to the Unit as a burden thereon for the benefit of the Town, or its assign, and shall be binding on the Owner of each Unit, and on its heirs, personal representatives, assigns, lessees, licensees and any transferee of the Owner of each Unit. This Covenant shall be enforceable by the Town and its Town Council, and their respective successors and assigns, as applicable, or their designee, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies provided by law.

7. Notices: any notice, consent, or approval that is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the parties indicated below as long as prior written notice of the change of address has been given to all parties as indicated. Said notices, consents and approvals shall be sent to the following addresses unless otherwise notified in writing:

To Declarant:	Midtown Lofts, LLC c/o Jeff Armistead PO Box 955 Minturn, CO 81645-0955
To Town:	Town of Minturn P.O. Box 309 Minturn, CO 81645
To Owner:	To the address set forth in the records of the Eagle County Tax Assessor for purposes of mailing tax bills.

8. Disputes: There is hereby reserved to the Town any and all remedies provided by law for breach of this Covenant or any of its terms. In any dispute, each party shall bear its own costs and fees. The exclusive forum for any dispute arising from or relating to the Covenant shall be the Eagle County District Court.

9. Severability: Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision

of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or such documents.

10. Choice of Law: This Covenant and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado.

11. Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the respective heirs, successors and assigns of the Declarant, any Owner of a Unit, and the Town.

12. Section Headings: Paragraph or section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

13. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Covenant shall be valid against the Declarant and the Town except on the basis of a written instrument executed by the Town.

14. Gender and Number: Whenever the context so required herein, the neutral gender shall include any and all genders and vice versa and the use of the singular shall include the plural and vice versa.

15. Personal Liability: By taking title to a Unit, an Owner agrees that he or she shall be personally liable for compliance with the applicable terms and conditions of this Covenant.

16. Further Actions: The Declarant for so long as the Declarant owns the Properties, the Owner of a Unit, and the Town agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any Covenant or documents relating hereto or entered into in connection herewith.

17. Modifications: The Declarant, any Owner of a Unit, and the Town agree that any modifications of this Covenant shall be effective only when made by writings signed by the parties and recorded with the Clerk and Recorder of Eagle County. The Town reserves the right to amend this Covenant unilaterally where deemed necessary to effectuate the purpose and intent of this Covenant, and where such unilateral action does not materially impair an Owner's rights or any lender's rights under this Covenant.

18. Assignment: The Town may in its sole discretion assign the benefits and delegate the responsibilities hereunder to a non-profit private entity or public agency or authority or operated in whole or in part to provide benefits within the Town.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

TOWN OF MINTURN

By: _____
[Name], [Title]

ATTEST:

_____
Town Clerk

MIDTOWN LOFTS, LLC

By: _____
[Name], [Title]

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by _____ as _____ of Midtown Lofts, LLC, a Colorado limited liability company. Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTIES

Tracts A and B, Midtown Village P.U.D., according to the Final Plat recorded _____, 2026 under Reception No. _____ in the County of Eagle, State of Colorado.

EXHIBIT B

RESIDENT OCCUPIED

PROPERTY MANAGER AFFIDAVIT

Name of Property: _____

Phone#: _____

Name of Property Manager: _____

Email: _____

Phone#: _____

Unit to be Included: _____

Please complete the following checklist and submit the package to the Town of Minturn no less than 14 days prior to the expected closing date.

Item to be delivered along with affidavit	**Enclosed**
1. Check for $100.00 per unit processing fee (To: Minturn Town Clerk) as may be amended by the Minturn Town Council	_____
2. Tenant Verification of Minturn Resident or Eligible Household per Unit:	
a. Identification (Copy of ID; drivers license, passport, etc.)	_____
b. Verification of employment (Paystubs, W9s, etc.)	_____
c. Lease Agreement for Minturn residency verification	_____

DELIVER/MAIL PACKET TO: Town of Minturn
P.O. Box 309
Minturn, CO 81645
Or
302 Pine Street
Minturn, Colorado 81645

RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING

THIS RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING (the "Covenant") is made and entered into this _____day of _____ 2026, by Midtown Lofts, LLC, a Colorado limited liability company (together with its successors and assigns "Declarant") and is enforceable by the Town of Minturn, Eagle County, Colorado, or its assigns (the "Town") as and to the extent set forth herein.

RECITALS:

A. The property which is the subject of this Covenant is that certain real property located within the Midtown Village residential planned unit development "MTPUD" on Tracts A, B, and C in the Town of Minturn, Eagle County, Colorado legally described on **Exhibit A** attached hereto and incorporated herein (the "Tracts"). The Declarant is the sole owner in fee simple of the Tracts, which have been platted as a part of the MTPUD consisting of Tracts A, B, and C, each approved for future residential improvements thereon pursuant of the Final Plat for MTPUD, recorded on _____, 2026, under Reception No. _____ in the real property records of Eagle County, Colorado; and

B. The Declarant agreed to this Covenant as part of its application for approval of the MTPUD, approved by the Town of Minturn by Ordinance No. _____ Series of 2026, dated _____ 2026, and recorded under Reception No. _____ as a means by which housing can be provided for the benefit of persons residing in the Town of Minturn as further defined below; and

C. The Declarant agrees that the residential improvements on Tract C located within the Property identified on **Exhibit A** (each a "Unit") shall be held, leased, sold and conveyed only subject to the following covenants, conditions and restrictions, which constitute irrevocable covenants running with the title to the Properties as a burden thereon for the benefit of the Town, or its designee, and shall be binding on the Owner of each Unit, and its heirs, personal representatives, assigns, lessee's, licensees and any transferee of the Owner of each Unit; and

D. The Declarant agrees that upon the offering of Units for sale within Tracts A, B, and C, existing Minturn Residents, as defined below, shall be given the first opportunity to purchase a residential unit or lot on Tracts A, B, and C. In the event existing Minturn Residents have not contracted for the purchase of an available Unit upon initial offering period, Declarant may contract with other Eligible Households, as defined below, pursuant to the terms below. Any subsequent sale of Units within Tracts A, B, and C remain subject to the priority sale requirements in this section; and

E. For each subsequent transfer, conveyance, or new leasehold of a Unit during the Term, such transfer, conveyance, or leasehold must be made to a Minturn Resident or Eligible Household; and

F. The Declarant agreed to this Covenant as part of its application for approval of the MVPUD, approved by the Town by Ordinance No._____ dated _____, 2026, under Reception No.

_____ in the real property records of Eagle County, Colorado, as a means by which a two percent (2%) Transfer Assessment can be provided for the benefit of persons residing in the Town as further defined below; and

G. This Covenant requires that each Unit within the Property is subject to a Transfer Assessment of two percent (2%) of the gross sales price of such Unit, excluding escrow and closing costs. An "Eligible Household" using the Unit as its Primary Residence (as those terms are defined herein), may be eligible for a temporary exemption of the Transfer Assessment; and

H. Declarant desires to enter into this Covenant requiring a Transfer Assessment. In addition, the declarant agrees to bind the Units, and restrict the use and occupancy of the Units in accordance with this Covenant.

I. There is a demonstrated need for a Transfer Assessment in support of affordable housing for the residents of the Town and this Covenant, as defined below, supports the health, safety and welfare of the citizens of the Town.

J. There is a demonstrated need for Local Housing for residents of the Town and this Covenant, as defined below, supports the health, safety and welfare of the citizens of the Town.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby represents, covenants, and agrees as follows:

1. Definitions:

a. "Eligible Households" means Households that will use the Unit as their Primary Residence, and are qualified employees. Each of the criteria are further defined below:

i. Qualification:

(1) At least one member of the Household must meet one or more of the following criteria:

(a) Has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in Eagle County may be combined to reach 30 hours per week); or

(b) Has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or

(c) Employees that make their home in Eagle County but work for employers that are located outside of Eagle County (i.e., telecommuters) shall be considered eligible; or

(d) Is over the age of sixty (60) and has earned a living primarily in Eagle County for the preceding thirty-six (36) months prior to his or her retirement; or

(e) Is a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to his or her disability or has been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program, if the person works the maximum number of hours per week the program will allow.

(2) The Household must cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

ii. Title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.

(1) Notwithstanding the foregoing, an Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town, or its assign. To request a variance, the applicant shall submit a letter to the Town, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein. The beneficiary of the trust must be of the age of majority to qualify for this variance.

(2) Upon receipt of a request for special review and any requested information and documentation, the Town, or its assign, may grant the request with or without conditions.

b. "Household" means all individuals who will occupy a unit.

c. "Minturn Resident" means a person or persons who have lived in Minturn as their primary place of residence or is employed by a business physically located in Minturn prior to

seeking lease or conveyance of Units on Tracts D or C. Primary place of residence shall be determined based upon voter registration records, employment history, payment of taxes imposed by the Town or Eagle County, and ownership or rental of residential property within the Town or Eagle County.

d. "Owner" means the owner of record of the Unit regardless of relation to the Owner or lessee.

e. "Primary Residence" means the residence in which an Owner lives for at least nine (9) out of any twelve (12) months. Determination of Eagle County residency status shall be based on criteria including but not limited to 1). copy of deed or property tax statement, or 2). utility statements from service providers, or 3). other documentation that the Town, or its assign, deem necessary to make a determination, such as voter registration information, place of automobile registration, driver's license address, evidence that the Unit (in whole or in part) is not being rented to any third party, and income tax returns.

f. "Unit" means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the declaration, a condominium map, or a townhome plat. For purposes of this Covenant, the term "Unit" encompasses both unimproved and improved property interests subject to transfer.

g. "Transfer Assessment" means the Assessment payable to the Town, or its assign, upon the sale of a Unit (conveyance of title to a Unit, whether or not the conveyance is filed of record) of 2% of the gross sales price of such Unit, excluding escrow and closing costs. The Transfer Assessment shall be used at the sole discretion of the Town to support affordable housing for residents of Town residents and to support the cost of administering such programs.

2. Conveyance limited to Minturn Residents and Eligible Households: From the initial offering of units for sale within Tracts D or C, until the end of the Term of Covenant, existing Minturn Residents shall be given the first opportunity to purchase or lease one Unit on either Tracts D or C, for a period of 30 days from initial offering or when said Unit is placed on the market. In the event existing Minturn Residents have not contracted for the purchase of said Unit during the 30-day initial offering period, opportunity shall be given to acquire said Unit by other Eligible Households. During the Term of Covenant, ownership of a Unit subject by this covenant may only be held by Eligible Households subject to the variances provided herein.

3. Restriction on Rentals: During the Term of Covenant, the Units within Tracts D or C, may only be leased or rented, in whole or in part, to Minturn Residents or Eligible Households.

4. Seniority of Covenant: Any interest in, lien upon or obligation recorded of record against a Unit acquired by any person or entity shall be subject and subordinate to the covenants and restrictions set forth in this Covenant.

5. Payment of Transfer Assessment:

a. The Transfer Assessment shall be due and payable to the Town, or its assign, at the time of closing of a sale of a Unit (conveyance of title to a Unit, whether or not the conveyance is filed of record).

b. The Transfer Assessment shall constitute a lien upon the Unit until it is paid. If not paid when due, the unpaid Assessment shall bear interest at 12% per annum form the due date until paid in full.

c. The Transfer Assessment is payable to the Town of Minturn, 302 Pine St., Minturn CO, 81645 (or its assign) and must be accompanied by:

i. A real property Declaration Form or other form as is filed with the Clerk and Recorder along with the conveying instrument attesting to the gross sales price of the Unit, and

ii. An Acknowledgement of the Restrictive Covenant Imposing a Transfer Assessment executed by the Buyer, in the form set forth in **Exhibit B** attached hereto and incorporated herein by this reference.

6. Temporary Exemption from Transfer Assessment:

a. A sale to an Eligible Household who is using a Unit as its Primary Residence is exempt from paying the Transfer Assessment until the exemption ends. The exemption is "temporary" in that it applies only as long as the Owner is considered an Eligible Household and uses the Unit as its Primary Residence. The Town shall determine whether a person(s) meets the definition of Eligible Household and Primary Residence based on the criteria set forth in the definitions above. The initial determination shall be made as of the closing date of the sale of a Unit, but may be re-determined based on changes to the Household's compliance with this Covenant's terms.

b. The rental of the Unit, in whole or in part, shall be prima face proof that the Owner is no longer considered an Eligible Household and the Transfer Assessment shall be due within thirty (30) days from notice thereof being sent by the Town to the Owner.

c. If a proposed Buyer seeks to claim a temporary exemption from the transfer Assessment provided herein before a conveyance or transfer of an interest in a Unit, the proposed Buyer shall submit an Application for Temporary Exemption of the transfer Assessment, to the Town, or its assign, at least fourteen (14) days prior to the closing date and shall have received the Town's written determination of the proposed Buyers exemption status.

d. The application for Temporary Exemption is attached hereto as **Exhibit C** and incorporated herein by this reference. If a proposed Buyer has not been deemed as eligible for a temporary exemption to the Transfer Assessment prior to the close of the sale of a Unit, the sale shall be deemed not exempt and the Transfer Assessment shall be paid as set forth herein.

e. An Owner who received a temporary exemption from the Transfer Assessment must verify to the Town, or its assign, on at least an annual basis, that it remains eligible for the

temporary exemption. To confirm such eligibility, the Owner of a Unit shall submit the following information to the Town: (i) a verification that the Owner continues to meet the requirements of an Eligible Household who uses the Unit as its Primary Residence, (ii) proof of employment pursuant to Paragraph l)a)i), and (iii) a statement made under criminal penalty of perjury that the Unit, in whole or in part, was not rented to any third party in the last twelve (12) months.

f. If at any time, the Owner becomes ineligible because the Owner is no longer considered an Eligible Household or the Owner stops using the Unit as its Primary Residence, the Owner must immediately pay the Transfer Assessment. The Transfer Assessment shall be calculated based on the Owner's original sale price for the Unit as evidenced by items in Section 3.c.i above. If the Transfer Assessment is not paid, the Transfer Assessment shall constitute a lien upon the Unit until it is paid. If not paid when due, the unpaid Assessment shall bear interest at 12% per annum from the due date until paid in full.

7. Term of Covenant: This Covenant runs in perpetuity, unless, at the sole option of the City Council, a limited term is introduced, subject to public hearing and comment on the proposed limited term..

8. Covenant Runs with the Land: Declarant and all Owners of a Unit, and all other parties with an interest in title to a Unit hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such Owner takes title to a Unit, that this Covenant shall constitute an irrevocable covenant running with the title to the Unit as a burden thereon for the benefit of the Town, or its assign, and shall be binding on the Owner of each Unit, and on its heirs, personal representatives, assigns, lessees, licensees and any transferee of the Owner of each Unit. This Covenant shall be enforceable by the Town and its Town Council, and their respective successors and assigns, as applicable, or their designee, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies provided by law.

9. Notices: any notice, consent, or approval that is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the parties indicated below as long as prior written notice of the change of address has been given to all parties as indicated. Said notices, consents and approvals shall be sent to the following addresses unless otherwise notified in writing:

To Declarant:	Midtown Lofts, LLC c/o Jeff Armistead PO Box 955 Minturn, CO 81645-0955
To Town:	Town of Minturn P.O. Box 309 Minturn, CO 81645
To Owner:	To the address set forth in the records of the Eagle County Tax Assessor for purposes of mailing tax bills.

10. Disputes: There is hereby reserved to the Town any and all remedies provided by law for breach of this Covenant or any of its terms. In any dispute, each party shall bear its own costs and fees. The exclusive forum for any dispute arising from or relating to the Covenant shall be the Eagle County District Court.

11. Severability: Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or such documents.

12. Choice of Law: This Covenant and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado.

13. Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the respective heirs, successors and assigns of the Declarant, any Owner of a Unit, and the Town.

14. Section Headings: Paragraph or section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

15. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Covenant shall be valid against the Declarant and the Town except on the basis of a written instrument executed by the Town.

16. Gender and Number: Whenever the context so required herein, the neutral gender shall include any and all genders and vice versa and the use of the singular shall include the plural and vice versa.

17. Personal Liability: By taking title to a Unit, an Owner agrees that he or she shall be personally liable for compliance with the applicable terms and conditions of this Covenant.

18. Further Actions: The Declarant for so long as the Declarant owns the Properties, the Owner of a Unit, and the Town agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any Covenant or documents relating hereto or entered into in connection herewith.

19. Modifications: The Declarant, any Owner of a Unit, and the Town agree that any modifications of this Covenant shall be effective only when made by writings signed by the parties and recorded with the Clerk and Recorder of Eagle County. The Town reserves the right to amend this Covenant unilaterally where deemed necessary to effectuate the purpose and intent of this Covenant, and where such unilateral action does not materially impair an Owner's rights or any lender's rights under this Covenant.

20. Assignment: The Town may in its sole discretion assign the benefits and delegate the responsibilities hereunder to a non-profit private entity or public agency or authority or operated in whole or in part to provide benefits within the Town.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

TOWN OF MINTURN

By: _____
[Name], [Title]

ATTEST:

_____
Town Clerk

MIDTOWN LOFTS, LLC

By: _____
[Name], [Title]

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by _____ as _____ of Midtown Lofts, LLC, a Colorado limited liability company. Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTIES

Tracts A, B, and C, Midtown Village P.U.D., according to the Final Plat recorded _____, 2026 under Reception No. _____ in the County of Eagle, State of Colorado.

Commented [1]: Need to verify application.

EXHIBIT B

ACKNOWLEDGEMENT OF THE RESTRICTIVE COVENANT IMPOSING A TRANSFER ASSESSMENT DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN

WHEREAS, (the "Buyer") is purchasing from _____ (the "Seller") at a price of $_____, the real property and improvements located in the Midtown Village PUD more particularly described as _____ according to the plat recorded under Reception No. _____, in the real property records of Eagle County, Colorado (the "Unit"); and

WHEREAS, the Seller of the Unit is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled "THE RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING", recorded on _____, 202___,under Reception No. _____, in the real property records of Eagle County, Colorado (the "Covenant"). A copy of the Covenant is attached to this acknowledgement as **Exhibit A**.

NOW THEREFORE, as an inducement to the Seller to sell the Unit, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Covenant, has had the opportunity to consult with legal and financial counsel concerning the Covenant and fully understands the terms, conditions, provisions, and restrictions contained in the Covenant, and agrees to abide by the Covenant.

2. Buyer acknowledges that the Covenant imposes a 2% Transfer Assessment on the sale or conveyance of the Unit. The Transfer Assessment is due and payable at the time of closing of the sale or conveyance of the Unit and is a lien on the Unit until paid.

3. Some sales/purchases are exempt from the Transfer Assessment. If I (we) believe my (our) purchase is exempt, I (we) may apply for a temporary exemption from the Transfer Assessment. If I (we) believe my subsequent sale of the Unit is exempt from the Transfer Assessment, the Buyer may apply for the exemption. A sale/purchase for which no exemption is applied for and granted before closing is conclusively deemed to be not exempt. The exemption described herein is considered "temporary" because it applies only so long as the property use which qualified the purchase as exempt continues. Generally, if I (we) stop using the Unit for my (our) Primary Residence, but continue to own the Unit, I (we) will then owe the Transfer Assessment from my (our) purchase of the Unit.

4. States that the notice to Buyer, pursuant to Section 5 of the Covenant, should be sent to:

_____
_____
_____
_____

5. Directs that this acknowledgement be placed of record in the real estate records of Eagle County, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

BUYER(S): _____

Printed Name(s) _____

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this _____ day of _____ 202___, by _____. Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT C

RESIDENT OCCUPIED

BUYERS' AFFIDAVIT

Name of Buyer(s): _____

Phone#: _____

Name of Title Co.: _____

Name of Escrow Officer: _____

Phone#: _____

Name of Buyers Broker: _____

Phone#: _____

Unit to be Purchased: _____

Expected Closing Date: _____

Please complete the following checklist and submit the package to the Town of Minturn no less than 14 days prior to the expected closing date.

Item to be delivered along with affidavit	**Enclosed**
1. Check for $100.00 processing fee (To: Minturn Town Clerk) as may be amended by the Minturn Town Council	_____
2. Identification (Copy of ID; drivers license, passport, etc.)	_____
3. Affidavit for verification of employment	_____
4. Minturn residency verification	_____

DELIVER/MAIL PACKET TO: Town of Minturn
P.O. Box 309
Minturn, CO 81645
Or

302 Pine Street
Minturn, Colorado 81645

BUYER'S AFFIDAVIT AND ACKNOWLEDGEMENTS:

Initials

I (we) acknowledge that the Unit identified above is subject to a Restrictive Covenant which imposes a deed restriction on the Unit. _____

I (we) have read the Restrictive Covenant and agree to abide by the terms of it. _____

I (we) will notify the Town of Minturn if (we) cease to be an Eligible Household. _____

I (we) intend to use the Unit as our Primary Residence and will occupy the Unit for at least 9 out of any 12 months. _____

AND

At least one member of the Household:

_____ has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in Eagle County may be combined to reach 30 hours per week); or

_____ has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; **or**
Resides in Eagle County, but works for an employer that is located outside of Eagle County (i.e., telecommuters); or

I (we) are over the age of sixty (60) and have earned a living primarily in Eagle County for the preceding thirty-six (36) months prior to retirement; or

I (we) are a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to the disability or have been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program and work the maximum number of hours per week the program will allow.

AND

I (we) cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

AND

I (we) understand that real estate that is owned by a prospective Eligible Household may not be deeded to a corporation or other person or entity except at fair market value nor may any real estate be deeded to a corporation or other legal entity in which any Household member has any other financial interest in order to meet these requirements.

AND

I (we) understand that title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. and ii. Above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.

I (we) understand that the Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town of Minturn, or its assign. To request a variance, the applicant shall submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.

I (we) understand that upon receipt of a request for special review and any requested information and documentation, the Town of Minturn, or its assign, may grant the request with or without conditions.

I (we) understand that the Unit, in whole or in part, may not be rented to any third party without losing Eligible Household designation and the Transfer Assessment being due.

I have read and acknowledge the above information to be true, under penalty of perjury. All Household members over the age of 18 must sign and date this form below.

_____ _____
Buyer(s) Signature Date

_____ _____
Buyer(s) Signature Date

Please allow 14 days for review of information in the event additional information is requested. If you have any questions, please contact the Town of Minturn _____ at _____ or email _____.

Package received by: _____ Date: _____

EMPLOYERS AFFIDAVIT AND VERIFICATION OF EMPLOYMENT

The following affidavit concerns the employment of _____.

Employer Information/Verification of Employee Start Date

Employer Name and Contact Information:

_____
_____
_____
_____

I hereby declare under penalty of perjury that _____ (employee name) began employment on _____ (date) and has continuously worked for thirty (30) or more hours per week since employment began; or has been offered and accepted employment which will continue for a period of at least six (6) months and will include a minimum of thirty (30) or more hours per week; or is over the age of sixty (60) years old and has worked a minimum of thirty (30) or more hours per week for thirty-six (36) consecutive months before retirement.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D

BUYER TRANSFER ASSESSMENT APPLICATION

Name of Buyer(s): _____

Phone#: _____

Name of Title Co.: _____

Name of Escrow Officer: _____

Phone#: _____

Name of Buyers Broker: _____

Phone#: _____

Unit to be Purchased: _____

Expected Closing Date: _____

Please complete the following checklist and submit the package to the Town of Minturn no less than 14 days prior to the expected closing date.

Item to be delivered along with affidavit	**Enclosed**
1. Check for $100.00 processing fee (To: Minturn Town Clerk) as may be amended by the Minturn Town Council	_____
2. Identification (Copy of ID; drivers license, passport, etc.)	_____
3. 2% Transfer Assessment paid at closing to the Town of Minturn	_____

DELIVER/MAIL PACKET TO:
Town of Minturn
P.O. Box 309
Minturn, CO 81645
Or
302 Pine Street
Minturn, Colorado 81645

BUYER'S EXEMPTION ACKNOWLEDGEMENT

Initials

I (we) acknowledge that the Unit identified above is subject to a Restrictive Covenant which imposes a deed restriction on the Unit. _____

I (we) have read the Restrictive Covenant and agree to abide by the terms of it. _____

I (we) understand that upon receipt of a request for special review and any requested information and documentation, the Town of Minturn, or its assign, may grant the request with or without conditions.

I (we) understand that any transfer of the unit, in whole or in part, will require a transfer assessment to be paid, unless an exemption has been granted. I have read and acknowledged the above information to be true, under penalty of perjury.

_____ _____
Buyer(s) Signature Date

_____ _____
Buyer(s) Signature Date

Please allow 14 days for review of information in the event additional information is requested. If you have any questions, please contact the Town of Minturn _____ at _____ or email _____.

Package received by: _____ Date: _____

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 07 – SERIES 2026

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO
APPROVING THE FINAL DEVELOPMENT PLAN FOR
PLANNED UNIT DEVELOPMENT FOR MIDTOWN VILLAGE

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

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

WHEREAS, Chapter 16, Zoning, of the Code regulates zoning and land use within the Town; and

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

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

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

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

WHEREAS, the Midtown Village Preliminary Development Plan ("Preliminary Plan") was approved by Resolution No. 04, Series 2025; and

WHEREAS, the Final Plan includes variations to the Town's setback standards and allows for the development of forty-two (42) single-family, townhome, micro-home, cottage, and apartment dwelling units along with up to 14,000 square feet of commercial and/or civic land uses within three (3) phases; and

WHEREAS, Phase I of the PUD will allow for the development and use of twenty-one (21) dwelling units, 11,000 square feet of commercial use(s), and all infrastructure necessary to serve the PUD; and

WHEREAS, the PUD will be accessed from U.S. Highway 24 and individual lots and units will be accessed via an internal, privately maintained road and sidewalk network; and

WHEREAS, the PUD will be served by privately installed and maintained utilities, as well as the development of common open space, drainage improvements and drainage ways, landscaping, project identification signage, and internal, privately maintained trail; and

WHEREAS, the Applicant intends to construct all required on- and off-site public infrastructure and improvements necessary to serve the PUD during the first phase of development; and

WHEREAS, the Town received a Final PUD Development Plan Application ("Final Plan") from the Applicant on or about April 30, 2025; and

WHEREAS, Town of Minturn Staff ("Staff") has determined that the Final Plan conforms with the Town's applicable standards and that the Applicant has successfully addressed any conditions of approval contained in Resolution No. 04, Series 2025; and

WHEREAS, at their regular meetings of July 1, 2026 and July 15, 2026, the Council held a public hearing to consider the Final Plan for PUD, as well as applicable standards and findings of the Code, requested variations, associated reports, referral agency commentary and recommendations, staff recommendations and findings, public testimony, and the suggested conditions of approval pursuant to Section(s) 16-15-170; and

WHEREAS, at their regular meetings of July 1, 2026 and July 15, 2026, the Council approved the Final Plan for PUD because the Final Plan was found to be in conformance with applicable standards, including conformance with the Community Plan; and

WHEREAS, the Council is commissioned with certain powers and duties contained in the Minturn Municipal Code Section 16-21-30; and

WHEREAS, the Council finds that the Final Plan conforms with the Town's standards; and

WHEREAS, the Town Council finds it is necessary and proper to approve the Midtown Village Final PUD Development Plan.

WHEREAS, pursuant to the Minturn Municipal Code Section 16-1-20, Purpose of Provisions, the most appropriate use of the subject property is allowed via the approval, with conditions, of the Final Plan for PUD; and,

WHEREAS, pursuant to Minturn Municipal Code Section 16-15-160(1), Preliminary plan evaluation criteria, the Council finds that:

(1) The resulting development **will be** consistent with the Community Plan and the proposed PUD reflects the character of the Town;

(2) The area around the development **can be** planned to be in substantial harmony with the proposed PUD;

(3) The adjacent and nearby neighborhoods **will not** be detrimentally affected by the proposed PUD;

(4) The mass and scale of individual buildings and the overall density of the PUD **will be** consistent in scale and character and **will** avoid abrupt and/or severe differences with the surrounding area;

(5) The PUD **can be** completed within a reasonable period of time, which shall be determined prior to final approval of the PUD;

(6) The PUD **provides** for the appropriate treatment of the Eagle River corridor as a community recreational amenity and focal point;

(7) The residents of the PUD **will** have easy access to recreational amenities.

(8) Any increase in density proposed above what is permitted in the underlying zone **will be** mitigated by increasing the land dedications to open space, recreational amenities or other public facilities and services;

(9) Commercial or industrial development **is not** proposed;

(10) The streets **are** adequate to support the anticipated traffic, and the development **will not** overload the streets outside the planned area;

(11) Proposed utility and drainage facilities **are** adequate for the population densities and type of development proposed;

(12) Residential density and intensity of other uses **will be** limited as required by the Town Council, upon consideration of the Community Plan, the Official Zone District Map and the specific characteristics of the subject land;

(13) A favorable finding **is** made on the environmental assessment or environmental impact report;

(14) The preliminary plan for PUD, as conditioned and with approved variances, **complies** with the open space and recreation standards of the Town;

(15) The Preliminary Plat, as conditioned, **complies** with the requirements and standards of Section 17-5-80, Preliminary plat review, of the Code.

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

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

SECTION 2. The Council finds that the Midtown Village Final PUD Development Plan meets all applicable requirements and standards contained in MMC §§ 16-15-10 *et seq.*

SECTION 3. That the Midtown Village Final PUD Development Plan is hereby approved subject to the following conditions:

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 1st DAY OF July 2026. 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 15th DAY OF July 2026 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

_____
Eric Gotthelf, 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 15th DAY OF July 2026.

TOWN OF MINTURN, COLORADO

_____
Eric Gotthelf, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 08 – SERIES 2026

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE MIDTOWN VILLAGE PUD

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

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

WHEREAS, Chapter 17, Subdivisions, of the Code, regulates the subdivision of lands within the Town; and

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

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

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

WHEREAS, Chapter 17, Article 6 of the Code governs the processing and review of Final Plat submittals; and

WHEREAS, the Preliminary Plat for Midtown Village PUD ("Preliminary Plat") was approved by Resolution No. 04, Series 2025; and

WHEREAS, the Applicant submitted an application for Final Plat for Midtown Village PUD ("Final Plat") on April 30, 2025; and

WHEREAS, the Final Plat will create various lots and development tracts; and

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

WHEREAS, at its regular meeting held on June 24, 2026 the Commission recommended approval of the Midtown Village PUD Final Plat without conditions; and

WHEREAS, Town Staff has determined that the Final Plat conforms with the Town's applicable standards and that the Applicant has successfully addressed all conditions of approval contained in Resolution No. 04, Series 2025; and

WHEREAS, the Minturn Town Council finds that the Final Plat conforms, as conditioned, with the Code's applicable standards; and

WHEREAS, the Town Council finds is necessary and proper to approve the Midtown Village PUD Final Plat.

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

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

SECTION 2. The Council finds that the Final Plat for Midtown Village PUD meets all applicable requirements and standards contained in MMC §§ 17-6-40 *et seq.*

SECTION 3. That the Final Plat for Midtown Village PUD is hereby approved subject to the following conditions:

1. The Applicant shall address the Town Engineer's comments in the letter dated June 26, 2026 prior to or concurrent with grading permit application.

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 1st DAY OF July 2026. 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 15th DAY OF July 2026 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Eric Gotthelf, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

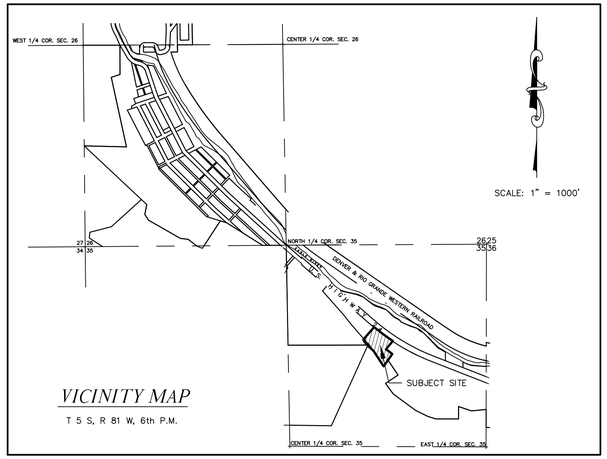
THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 15th DAY OF July 2026.

TOWN OF MINTURN, COLORADO

Eric Gotthelf, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk



VICINITY MAP

T 5 S, R 81 W, 6th P.M.

GENERAL NOTES:

1) DATE OF SURVEY: AUGUST, 2022.

2) BEARINGS BASED UPON THE LINE CONNECTING THE BRASS CAP MONUMENT FOUND MARKING U.S.F.S. BOUNDARY ANGLE POINT No. 17 AND THE BRASS CAP MONUMENT FOUND MARKING U.S.F.S. BOUNDARY ANGLE POINT No. 18, SAID BEARING BEING N33°12'33"W (ASSUMED).

3) THE SOLE PURPOSE OF THIS PLAT IS TO CREATE TRACTS A, B, C, D, E, COTTAGE LOT 1 & COTTAGE LOT 2, MIDTOWN VILLAGE PUD AND VACATE THE INTERIOR BOUNDARIES OF THE PARCELS THAT COMPRISE MIDTOWN VILLAGE PUD AND TO CREATE CERTAIN EASEMENTS (SEE SHEETS 4 & 5).

4) THE PARCEL DESCRIPTIONS LISTED ON SHEET 3, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE PER THE TITLE SEARCH PERFORMED BY LAND TITLE GUARANTEE COMPANY, ORDER No. RND50070589-5, WITH AN EFFECTIVE DATE OF APRIL 7, 2026 AT 5:00 P.M.

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 DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

6) REFERENCES TO RECORD DOCUMENTS ARE TO THOSE REAL ESTATE RECORDS OF THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER.

7) THE LINEAL UNITS INDICATED ARE IN U.S. SURVEY FEET.

MIDTOWN PUD IS SUBJECT TO THE FOLLOWING:

8) AN EASEMENT AND RIGHT TO USE SEWER TANKS AND LEACHING FIELD AS RESERVED IN DEED RECORDED JULY 1, 1965 IN BOOK 188 AT PAGE 345. (NOT ABLE TO DEPICT HEREON). SAID EASEMENT VACATED BY ABANDONMENT AND TERMINATION OF SEWER EASEMENT RECORDED _____, 2026.

9) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WARRANTY DEED RECORDED FEBRUARY 19, 1970 IN BOOK 217 AT PAGE 120. (NOT ABLE TO DEPICT HEREON)

10) ANNEXATION ORDINANCE NO. 159, SERIES OF 1978, RECORDED MARCH 1, 1978 IN BOOK 267 AT PAGE 398 AND RECORDED DECEMBER 14, 1981 IN BOOK 333 AT PAGE 351, AND ANNEXATION MAP RECORDED MARCH 1, 1978 IN BOOK 267 AT PAGE 397.

11) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT RECORDED JANUARY 21, 1970 IN BOOK 216 AT PAGE 914. (APPROXIMATE LOCATION SHOWN ON SHEET 2)

12) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCES RECORDED DECEMBER 20, 1974 IN BOOK 238 AT PAGES 4 AND 94, MARCH 1, 1978 IN BOOK 267 AT PAGE 398 AND DECEMBER 14, 1981 IN BOOK 333 AT PAGES 349 AND 351.

13) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ANNEXATION PLAT FOR SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 01, 1978 IN BOOK 267 AT PAGE 397. (THERE ARE NO EASEMENTS DEPICTED ON SAID PLAT).

14) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CLAIM OF EASEMENT RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. 201121549. (LOCATION SHOWN ON SHEET 2)

15) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ENCROACHMENT AUTHORIZATION RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. 201121550. (LOCATION SHOWN OF SHEET 2).

16) AS PROVIDED IN ORDINANCE 4 - SERIES 2025, ANY SFEs ABOVE THE 22.5 SFEs ASSOCIATED WITH DEVELOPMENT OR USE OF ANY OF THE LOTS OR PROPERTY, WATER RIGHT DEDICATION FEES SHALL BE DUE AT THE TIME OF BUILDING PERMIT FOR SUCH UNITS AS SET FORTH IN CHAPTER 13, TOWN CODE.

17) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE SURVEYS RECORDED SEPTEMBER 08, 1987 IN BOOK 469 AT PAGE 371 AND 372, INCLUDING, BUT NOT LIMITED TO ANY LOSS, DAMAGE OR CLAIMS THEREIN DUE TO ANY OCCUPANCY, AS SET FORTH ON SAID SURVEYS. (ADJOINING U.S.F.S. PROPERTY)

18) THE FAILURE OF THE SOUTHERN BOUNDARY LINE OF THE LAND TO BE CONGRUENT WITH THE NORTHERN BOUNDARY LINE OF THAT CERTAIN PROPERTY OWNED BY THE MILLER FAMILY TRUST AS DESCRIBED BY DEED RECORDED APRIL 17, 2000, UNDER RECEPTION NO. 727477, AND ANY CONSEQUENCES OF THE GAP, STRIP, OR GORE CREATED THEREBY. (NONE EXIST)

19) ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE RIVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 24, 2002, UNDER RECEPTION NO. 799500 AND MAP RECORDED DECEMBER 7, 2009 UNDER RECEPTION NO. 26003.

20) ANY LOSS, DAMAGE, CLAIM OR INTEREST RESULTING FROM THE ERRORS AND/OR OMISSIONS WITHIN THE GRANTEE AND THE LEGAL DESCRIPTION WITHIN EXHIBIT A, OF QUIT CLAIM DEED RECORDED MAY 8, 2012 UNDER RECEPTION NO. 201209032. (THE SUBJECT PROPERTIES AS DESCRIBED ON SHEET 3)

21) ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE UPPER EAGLE VALLEY SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 28, 2017, UNDER RECEPTION NO. 201705247 AND 201705251.

22) ANY LOSS, DAMAGE OR CLAIM ARISING FROM GAPS OR OVERLAPS BETWEEN PROPERTIES HEREIN AND ADJACENT PROPERTIES, AS SET FORTH IN DEED RECORDED NOVEMBER 30, 1987 IN BOOK 474 AT PAGE 879 AS TO PARCEL 3 HEREIN, AND AS MAY EXIST WITH ALL THE SUBJECT PROPERTIES HEREIN, AND ANY PROPERTIES ADJACENT THERETO. (PARCEL 2, PARCEL C - NO GAPS OR OVERLAPS EXIST)

23) ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE RIVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED JUNE 24, 2002, UNDER RECEPTION NO. 799500 AND DECEMBER 7, 2009 UNDER RECEPTION NO. 200926003.

24) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW AND RULING OF REFEREE RECORDED JUNE 07, 2006 UNDER RECEPTION NO. 200615125. (TOWN OF MINTURN WATER RIGHTS)

25) THE EFFECT OF ANY DAMAGE, FAILURE OF TITLE, OR OTHER LOSS, DIRECTLY OR INDIRECTLY ASSOCIATED WITH ANY TRAILER, MOBILE HOME OR SIMILAR PERSONAL PROPERTY LOCATED ON SUBJECT PROPERTY. (NON EXIST)

Gore Range Surveying, LLC
P.O Box 15
Avon, CO 81620
(970) 479-8698 • fax (970) 479-0055

FINAL PLAT
MIDTOWN VILLAGE PUD
A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO

Certificate of Dedication and Ownership

Know all men by these presents that Midtown Lofts, LLC, a Colorado limited liability company and Midtown Lofts Investments, LLC, a Colorado limited liability company, being owner in fee simple and FirstBank as mortgagee of all that real property situated in the Town of Minturn, Eagle County, Colorado described as follows:

Measured boundary:
A parcel of land situated in a part of Section 35, Township 5 South, Range 81 West of the Sixth Principal Meridian, said parcel being more particularly described as follows:

Beginning at a brass cap monument found marking U.S.F.S. boundary Angle Point No. 17; thence N33°12'13"W 260.01 feet to a brass cap monument found marking U.S.F.S. boundary Angle Point No. 18; thence N49°07'41"W 105.00 feet to a brass cap monument found marking U.S.F.S boundary Angle Point No. 19; thence N22°42'10"E 23.28 feet; thence S89°55'28"W 26.06 feet to a found no. 5 rebar with a 1 1/2" aluminum cap, P.L.S. no. 38079; thence N39°00'05"W 46.14 feet to a found no. 5 rebar with a 1 1/2" aluminum cap, P.L.S. no. 38079; thence N30°18'47"W 32.19 feet to a found no. 5 rebar with a 1 1/2" aluminum cap, P.L.S. no. 38079; thence N45°41'02"E 23.64 feet to a found no. 5 rebar with a 1 1/2" aluminum cap, P.L.S. no. 38079; thence N49°22'27"W 3.87 feet to a found no. 5 rebar with a 1 1/2" aluminum cap, P.L.S. No. 14109; thence N0°57'36"E 209.84 feet to a found plain no. 5 rebar, said point being on the southerly right of way of U.S. Highway No. 24; thence along said southerly right of way 200.81 feet along a curve to the left having a radius of 2905.00 feet, an interior angle of 03°57'38" and a chord which bears S52°11'44"E 200.77 feet to a found no. 5 rebar with a 1 1/2" aluminum cap; thence continuing along said southerly right of way 124.33 feet along a curve to the left having a radius of 2905.00 feet, an interior angle of 02°27'08" and a chord which bears S55°09'46"E 124.32 feet to a found no. 5 rebar with a 1 1/2" aluminum cap, P.L.S. no. 30091; thence departing said southerly right of way S39°16'37"W 151.25 feet to a found no. 5 rebar with a 1 1/2" aluminum cap, P.L.S. no 30091; thence S55°26'50"E 61.91 feet to a found no. 5 rebar with a 1 1/2" aluminum cap, P.L.S. no 4551; thence S51°17'59"E 47.93 feet to a found no. 5 rebar with a 1 1/2" aluminum cap, P.L.S. no 4551; thence S31°12'11"W 7.97 feet to a brass cap monument found marking U.S.F.S. boundary Angle Point No. 16; thence S35°07'00"W 202.79 feet to the point of beginning, said parcel containing 2.5288 acres (Legal description continues on sheet 3),

have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this final plat under the name and style of Midtown Village PUD, a subdivision in the Town of Minturn, County of Eagle; and does hereby accept the responsibility for the completion of required improvements; and do hereby dedicate and set aside all of the public roads and other public improvements and places as shown on the accompanying plat to the use of the public forever; and do hereby dedicate those portions of said real property which are created as easements on the accompanying plat to the public or utility provider for the purposes shown herein; unless otherwise expressly provided herein; and does hereby grant and dedicate the following interests in the property:

A) To the Town of Minturn with no obligation to construct or maintain any improvements unless expressly agreed to by the Town:

1) Water Easement as shown on sheet 4 - on, over, under and through those portions of this Final Plat designated as "Water Easement" for the purpose of using, installing, constructing, maintaining, improving, repairing and replacing facilities of any kind or nature for the transmission of domestic water and/or irrigation water including but not limited to taps, manholes, and water lines, together with a right of ingress and egress thereto.

B) To the Eagle River Water and Sanitation District a non-exclusive sewer easement as shown on sheet 4 - on, over, under, above, across and through those areas designated hereon as "Sewer Easement" to, as shown, for the purpose of disposal and transmission of domestic sewage and storm water, the installation, use, repair, replacement, improvement and maintenance of sanitary sewer structures including but not limited to manholes, pipes and all related structures, together with a right of ingress and egress thereto.

C) The Ingress, Egress, Utility, Parking & Snow Storage Easement and Trail Easement created by this plat are hereby dedicated to the Midtown Village PUD Homeowners Association.

Midtown Village PUD is subject to the Declaration of Covenants recorded in the Public Records of Eagle County as Reception No. _____.

EXECUTED this _____ day of _____, A.D., 2026.

Parcel 1: Parcels A, B (AKA Q), Parcel 2: Parcels B, C & D (see sheet 3)
Owner: Midtown Lofts, LLC — Address: PO Box 955
a Colorado Limited Liability Company — Minturn, CO 81645

By: HL II Investments, LLC
Title: Its Manager Member
By: UPG General, Inc.
Title: Its Manager

By: _____
Daniel D. Armistead

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____day of _____, A.D., 2026, by Daniel D. Armistead as _____ of Midtown Lofts, LLC, a Colorado limited liability company.

My Commission expires:_____

Witness my hand and official seal.

_____
Notary Public

Parcel 2: Parcel A and Parcel E (see sheet 3)
Owner: Midtown Lofts Investments, LLC — Address: PO Box 955
a Colorado Limited Liability Company — Minturn, CO 81645

By: Midtown Lofts, LLC
Title: Its Manager Member
By: HL II Investments, LLC
Title: Its Manager Member
By: UPG General, Inc.
Title: Its Manager

By: _____
Daniel D. Armistead

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____day of _____, A.D., 2026, by Daniel D. Armistead as _____ of Midtown Lofts Investments, LLC, a Colorado limited liability company.

My Commission expires:_____

Witness my hand and official seal.

_____
Notary Public

Mortgagee: FirstBank — Address: _____

By: _____ _____

Title: _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____day of _____, A.D., 2026, by _____ as _____ of FirstBank.

My Commission expires:_____

Witness my hand and official seal.

_____
Notary Public

Title Certificate

Land Title Guarantee Company does hereby certify that the Title to all lands shown upon this plat have been examined and is vested in Midtown Lofts, LLC, a Colorado limited liability company and Midtown Lofts Investments, LLC, a Colorado limited liability company, that title to such lands is free and clear of all liens and encumbrances, except as follows:

_____

_____

_____

_____

_____

Dated this _____ day of _____, A.D., 2026.

Agent signature _____ — Address: 610 West Lionshead Circle, Suite 300, Vail, CO 81657

Agent name_____

Minturn Town Certificate

Pursuant to recommendation by the Town of Minturn Planning Director this plat is approved by the Town Council of the Town of Minturn, County of Eagle, State of Colorado, this _____ day of _____ A.D. 2026, for filing with the Clerk and Recorder of the County of Eagle. This plat shall supersede the prior plat, subject to the provision that approval in no way obligates the Town of Minturn for financing or construction of improvements on lands, streets or easements dedicated except as indicated. This Certificate further evidences the vacation of any and all roadways which may have been previously designated on such prior plat or which roadway may have been otherwise conveyed to or acquired by the Town of Minturn. All right, title, or interest of Minturn to any such roadway has been divested and this Certificate confirms the vacation of such roadway. Approval of this plat by the Town is a consent only and is not to be construed as an approval of the technical correctnes of this plat or any documentation relating thereto.

Witness my hand and the seal of the Town of Minturn
Town Council of the Town of Minturn

By: _____ — ATTEST: _____

Mayor, Town of Minturn, Colorado — Town Clerk, Town of Minturn, Colorado

Certificate of Taxes Paid

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable upon all parcels of real estate described on this plat are paid in full as of _____.
Dated this _____ day of _____, A.D., 2026.

_____
Treasurer of Eagle County

Clerk and Recorder's Certificate

This Plat was filed for record in the Office of the Clerk and Recorder at ____ o'clock ____, on this_____ day of _____, 2026, and is duly recorded at Reception No._____.

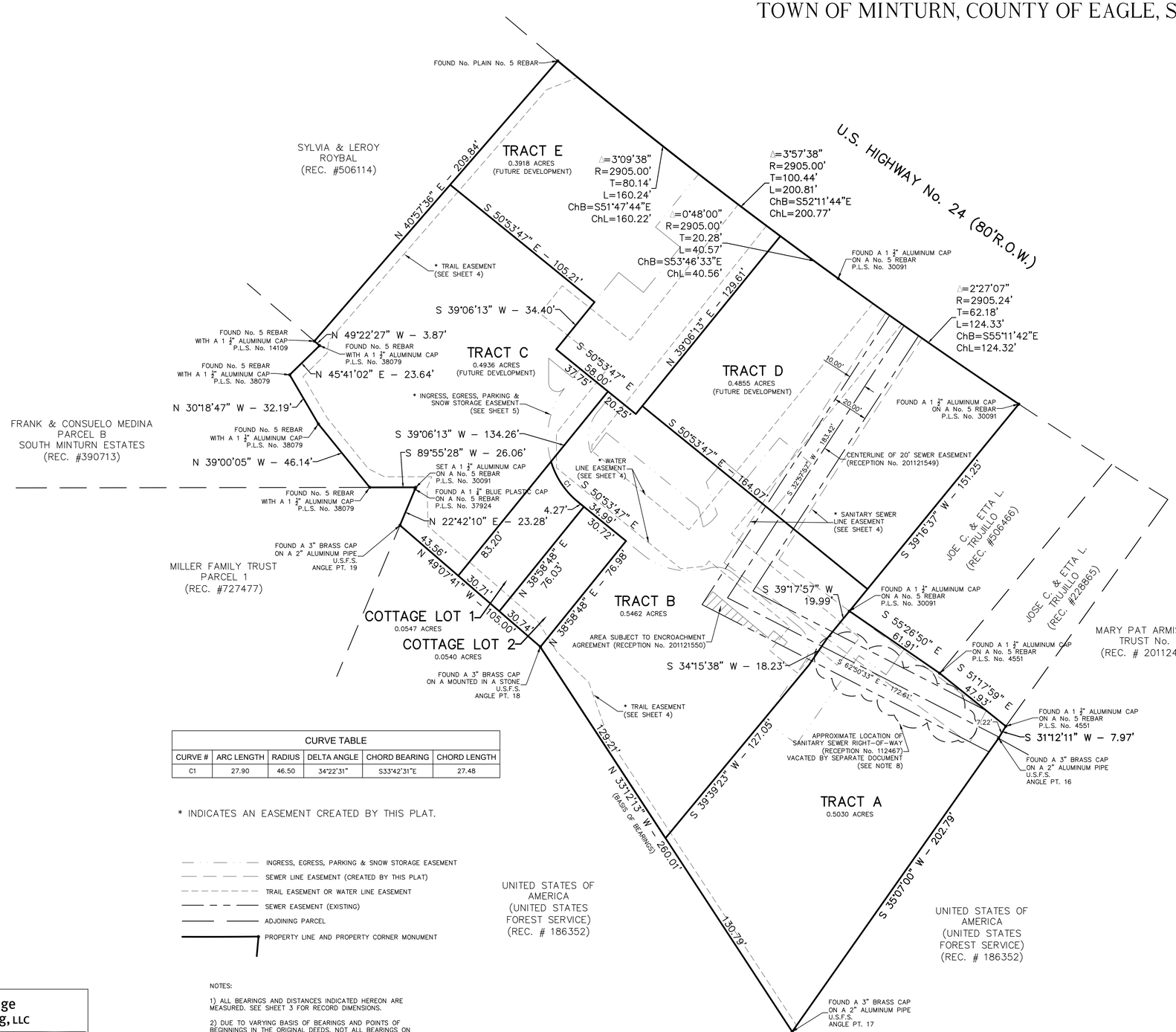
_____, Clerk and Recorder

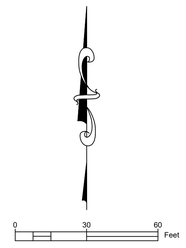
By:_____, Deputy

DRAFT

DRAWN BY:	SE	DATE:	6/5/2026
CHECKED BY:	SE	DRAWING NO.:	21-1353plat
JOB NO.:	21-1353	SHEET	1 OF 5

FINAL PLAT
MIDTOWN VILLAGE PUD
A PART OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO





SCALE: 1" = 30'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	27.90	46.50	34°22'31"	S33°42'31"E	27.48

* INDICATES AN EASEMENT CREATED BY THIS PLAT.

- INGRESS, EGRESS, PARKING & SNOW STORAGE EASEMENT
- SEWER LINE EASEMENT (CREATED BY THIS PLAT)
- TRAIL EASEMENT OR WATER LINE EASEMENT
- SEWER EASEMENT (EXISTING)
- ADJOINING PARCEL
- PROPERTY LINE AND PROPERTY CORNER MONUMENT

NOTES:

1) ALL BEARINGS AND DISTANCES INDICATED HEREON ARE MEASURED. SEE SHEET 3 FOR RECORD DIMENSIONS.

2) DUE TO VARYING BASIS OF BEARINGS AND POINTS OF BEGINNINGS IN THE ORIGINAL DEEDS, NOT ALL BEARINGS ON THE PLAT WILL MATCH EXISTING LEGAL DESCRIPTIONS.

LAND USE SUMMARY:

PARCEL	AREA	USE	ADDRESS
TRACT A	0.5030 ACRES	RESIDENTIAL	947 MAIN STREET
TRACT B	0.5462 ACRES	RESIDENTIAL/COMMERCIAL	947 MAIN STREET
TRACT C	0.4936 ACRES	FUTURE DEVELOPMENT	947 MAIN STREET
TRACT D	0.4855 ACRES	FUTURE DEVELOPMENT	947 MAIN STREET
TRACT E	0.3918 ACRES	FUTURE DEVELOPMENT	947 MAIN STREET
COTTAGE LOT 1	0.0547 ACRES	RESIDENTIAL	947 MAIN STREET
COTTAGE LOT 2	0.0540 ACRES	RESIDENTIAL	947 MAIN STREET
TOTAL	2.5288 ACRES		

Surveyor's Certificate

I, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete Final Plat of Midtown Village PUD, 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 correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

In Witness Whereof, I have set my hand and seal this _____ day of _____, A.D., 2026.

_____
Samuel H. Ecker
Colorado P.L.S. No. 30091

DRAFT

Gore Range Surveying, LLC
P.O Box 15
Avon, CO 81620
(970) 479-8698 • fax (970) 479-0055

DRAWN BY:	SE	DATE:	6/5/2026
CHECKED BY:	SE	DRAWING NO.:	21-1353plat
JOB NO.:	21-1353	SHEET	2 OF 5

FINAL PLAT
MIDTOWN VILLAGE PUD
A PART OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO
PARCEL BOUNDARIES VACATED

INDIVIDUAL PARCEL LEGAL DESCRIPTIONS:

(PARCEL DESCRIPTIONS PER TITLE COMMITMENT PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER RND500789-5, WITH AN EFFECTIVE DATE OF APRIL 7, 2026 AT 5:00 P.M.)

PARCEL 1:
PARCEL A:
A PARCEL OF LAND BEING A PORTION OF LOT 10, SOUTH MINTURN ADDITION, RECORDED MARCH 1, 1978, AT RECEPTION NO. 163774 AND A PORTION OF PARCEL B, SOUTH MINTURN ESTATES, RECORDED NOVEMBER 07, 1988 AT RECEPTION NO. 390713 SITUATED IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 1.5" ALUMINUM CAP LS #14109, MARKING A WESTERLY CORNER OF SAID LOT 10, FROM WHENCE A 1.5" ALUMINUM CAP SET IN CONCRETE MARKING AN ANGLE POINT OF SAID PARCEL B, BEARS N41°25'32"W 307.84 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION: LEAVING SAID WESTERLY CORNER ALONG A WESTERLY LINE OF SAID LOT 10, N40°57'36"E 19.39 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED MAY 27, 1993 AT RECEPTION NO. 506114, ALSO KNOWN AS LOT 9; THENCE CONTINUING ALONG A LINE COMMON TO SAID LOT 9 AND LOT 10, N40°57'36"E 190.00 FEET TO A FOUND #5 REBAR LOCATED ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 24, MARKING A COMMON CORNER OF SAID LOT 9 AND 10; THENCE ALONG SAID RIGHT OF WAY 200.75 FEET ALONG A ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2905 FEET, INTERIOR ANGLE OF 03°57'34" AND A CHORD WHICH BEARS S52°21'01"E 200.71 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #30091 MARKING THE NORTHWESTERLY CORNER OF PARCEL 3 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013, UNDER RECEPTION NO. 201321950; THENCE LEAVING SAID RIGHT OF WAY ALONG THE WESTERLY LINE OF SAID PARCEL 3, S38°19'59W 150.48 FEET TO A FOUND 1.5" ALUMINUM CAP LS #30091 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 3; THENCE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL 1 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950, S39°30'38"W 105.96 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #14109 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 1, AND ALSO THE NORTHWESTERLY CORNER OF PARCEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE LEAVING SAID LINE COMMON TO SAID LOT 10 AND PARCEL 1, ALONG A LINE KNOWN AS THE SOUTHERLY BOUNDARY OF SAID LOT 10 N36°46'00"W 101.53 FEET TO AN ANGLE POINT COMMON TO SAID LOT 10, AND PARCEL B; THENCE ALONG A LINE COMMON TO SAID PARCEL B, S89°40'00"W 43.35 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N38°57'47"W 46.20 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR STAMPED LS #38079 FOUND ALONG SAID OLD FENCE LINE NOTED IN ADVERSE POSSESSION CASE NO. 90 CV 625, DESCRIBED IN INSTRUMENT RECORDED MAY 4, 2015 UNDER RECEPTION NO. 201507801; THENCE N30°02'13"W 32.15 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N46°00'32"E 23.29 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079, MARKING A COMMON CORNER OF SAID LOT 10 AND PARCEL B; THENCE N41°59'45"W 4.37 FEET LEAVING SAID FENCE LINE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL B TO THE POINT OF BEGINNING.

PARCEL B AKA PARCEL Q:
A PARCEL OF LAND SITUATED IN THE NW1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 3.5" ALUMINUM CAP SET IN A ROCK, STAMPED U.S.D.A. A/P. 18, LS #7235 MARKING A COMMON CORNER OF TRACT A, U.S FOREST SERVICE PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952 AND PAEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE ALONG A SAID TRACT A, THE U.S. FOREST SERVICE PROPERTY LINE, N49° 11'55"W 105.19 FEET, TO A FOUND 3.5" ALUMINUM CAP SET ON A 3" PIPE, STAMPED U.S.D.A A/P. 19, LS #7235 MARKING A COMMON CORNER OF SAID TRACT A, THE U.S. FOREST SERVICE AND ALSO BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION; THENCE LEAVING SAID TRACT A, ALONG A COMMON LINE WITH PARCEL 1 AS DESCRIBED IN INSTRUMENT RECORDED MARCH 17, 2000 AT RECEPTION NO. 727477, N 24° 04'46" E 22.26 FEET, TO A FOUND 1.25" BLUE PLASTIC CAP LS # 37924 A POINT ON SAID LINE OF PARCEL 1; THENCE CONTINUING ALONG LINE, N 24° 04'46" E 1.14 FEET, TO A POINT ON A COMMON LINE WITH LOT 10, SOUTH MINTURN ADDITION, A PARCEL OF LAND DESCRIBED IN INSTRUMENTS RECORDED JUNE 22, 2016 AT RECEPTION NO. 201609476 AND 201609477 AND RECORDED JUNE 16, 2016 AT RECEPTION NO. 201609187; AND BEING A CORNER OF SAID PARCEL 1; THENCE ALONG SAID COMMON LINE, N89° 40'00" E 16.65 FEET, TO A POINT AND CORNER ON A LINE COMMON TO SAID LOT 10 SOUTH MINTURN ADDITION; THENCE ALONG SAID COMMON LINE TO SAID LOT 10, S36° 46'00" E 101.53 FEET, TO A FOUND 1.5" ALUMINUM CAP LS # 14109, MARKING THE SOUTHEASTERLY CORNER OF PARCEL 1, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950 AND THE NORTHWESTERLY CORNER OF SAID PARCEL 5; THENCE ALONG A LINE COMMON TO SAID PARCEL 5, S39° 37'54"W 11.51 FEET, TO THE POINT OF BEGINNING.

PARCEL 2:
PARCEL A:
A PARCEL OF LAND IN THE COUNTY OF EAGLE AND STATE OF COLORADO LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. DEPARTMENT OF INTERIOR GENERAL LAND OFFICE IN DENVER, COLORADO, ON JUNE 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE NORTH ONE QUARTER CORNER OF SAID SECTION 35 BEARS N. 47° 20' 46" W. 1931.82 FEET DISTANT; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 12.03 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 55° 07' 45" E. 12.03 FEET; THENCE S. 39° 02' W. 147.80 FEET; THENCE S. 54° 16' 00" E. 66.18 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE S. 39° 01' 56" W. 155.00 FEET; THENCE N. 33° 26' 16" W. 128.88 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE N. 39° 27' 34" E. 105.96 FEET; THENCE S. 32° 34' E. 46.41 FEET; THENCE N. 39° 02" E. 168.00 FEET TO A POINT OF BEGINNING, EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL B:
THAT PART OR PARCEL OF LAND LYING AND BEING SOUTHERLY OF AND ADJACENT TO COLORADO U.S. HIGHWAY NO. 24 IN THE SOUTHEAST QUARTER OF THE NORTHEAST (SE1/4NE1/4) OF SECTION THIRTY-FIVE (35) IN TOWNSHIP (5) SOUTH, RANGE EIGHTY-ONE (81) WEST OF THE 6TH PRINCIPAL MERIDIAN, IN EAGLE COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY 24 FROM WHICH THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS NORTH 47° 14' WEST 1980.5 FEET; THENCE SOUTH 29° 11' WEST 150 FEET, THENCE NORTHWESTERLY 65.0 FEET TO A POINT WHICH IS 29° 11' WEST FROM A POINT 150 FEET SOUTH OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE NORTH 29° 11' EAST 150 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE ALONG SAID RIGHT OF WAY BOUNDARY ON A 1° 58' CURVE TO THE LEFT 65 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM, ANY PORTION CONTAINED IN DEGREE RECORDED NOVEMBER 19, 1981 IN BOOK 332 AT PAGE 295, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL C:
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EAGLE COUNTY, COLORADO ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON SEPTEMBER 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 35, A BRASS CAP MONUMENT FOUND IN PLACE, BEARS S. 42° 47' 06" E. 2050.33 FEET DISTANT; THENCE S. 39° 02' 00" W. 168.00 FEET; THENCE N. 32° 34' 00" W. 46.41 FEET; THENCE N. 38° 16' 57" E. 150.48 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24; THENCE ALONG SAID RIGHT-OF-WAY 46.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 54° 33' 22" E. 46.10 FEET TO THE POINT OF BEGINNING.

DESCRIPTION AS PER CHAIN OF TITLE:
A PARCEL OF LAND LYING SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 24, IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION BEARS N. 46° 46' WEST 1858.5 FEET; THENCE SOUTH 29° 11' WEST 148 FEET TO THE NORTHERLY CORNER OF PARCEL OF LAND CONVEYED TO THE COLORADO STATE HIGHWAY DEPARTMENT BY DEED RECORDED IN BOOK 126 AT PAGE 421, EAGLE COUNTY COLORADO RECORDER'S RECORDS: THENCE SOUTH 31° 36' EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LAST MENTIONED PARCEL OF LAND 57.3 FEET, TO THE MOST EASTERLY CORNER OF SAID PARCEL, WHICH CORNER IS LOCATED ON THE NORTHWESTERLY LINE OF PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 126 AT PAGE 232 OF SAID RECORDS: THENCE NORTH 29° 11' EAST, ALONG SAID NORTHWESTERLY LINE OF LAST MENTIONED PARCEL OF LAND 168 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ON A 1° 58' CURVE TO THE RIGHT 50.1 FEET TO THE POINT OF BEGINNING. COUNTY OF EAGLE, STATE OF COLORADO.



PARCEL D:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT FROM WHICH THE NORTH ONE QUARTER CORNER OF SECTION 35 BEARS N. 43° 23' 43" W. 2023.67 FEET DISTANT; THENCE S. 55° 14' 18" E. 63.14 FEET; THENCE S. 51° 36' 36" E. 47.54 FEET; THENCE S. 35° 09' 57 " W. 219.42 FEET; THENCE N. 33° 12' 13" W. 130.94 FEET; THENCE N. 39° 01' 56" E. 164.76 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ANY PORTIONS THAT MAY BE CONTAINED WITHIN INSTRUMENTS RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, NOVEMBER 19, 981 IN BOOK 332 AT PAGE 295 AND JUNE 18, 1985 IN BOOK 417 AT PAGE 312, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL E:
A PARCEL OF LAND SITUATED IN A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 3" BRASS CAP MONUMENT, SAID POINT BEING ANGLE POINT NO. 18 OF THE "FOREST PROPERTY BOUNDARY SURVEY" RECORDED IN BOOK 469 AT PAGE 371 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, FROM WHENCE A 3" BRASS CAP MONUMENT FOUND MARKING ANGLE POINT NO. 17 OF SAID "FOREST PROPERTY BOUNDARY SURVEY" BEARS S 33° 12' 13" E. 260.01FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE DESCRIPTION; THENCE N.39° 37' 37" E 11.52 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 14109, SAID POINT BEING THE WESTERLY CORNER OF THE "FORMER MCCULLOM PARCEL" PER THE DECREE IN QUIET TITLE ACTION RECORDED OCTOBER 23, 1992 AT RECEPTION NO. 488393 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER; THENCE S 33° 25' 38" E 127.51 FEET ALONG THE WESTERLY BOUNDARY OF SAID "FORMER MCCULLOM PARCEL" TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 4551, SAID POINT BEING THE SOUTHERLY CORNER OF SAID "FORMER MCCULLOM PARCEL" THENCE DEPARTING SAID "FORMER MCCULLOM PARCEL" S 39° 11' 59" W 12.07 FEET TO A POINT ON THE LINE BETWEEN SAID ANGLE POINTS 17 AND 18, THENCE ALONG SAID LINE N 33° 12' 13" W 127.76 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, COUNTY OF EAGLE, STATE OF COLORADO.

Gore Range Surveying, LLC
P.O Box 15
Avon, CO 81620
(970) 479-8698 • fax (970) 479-0055

DRAFT

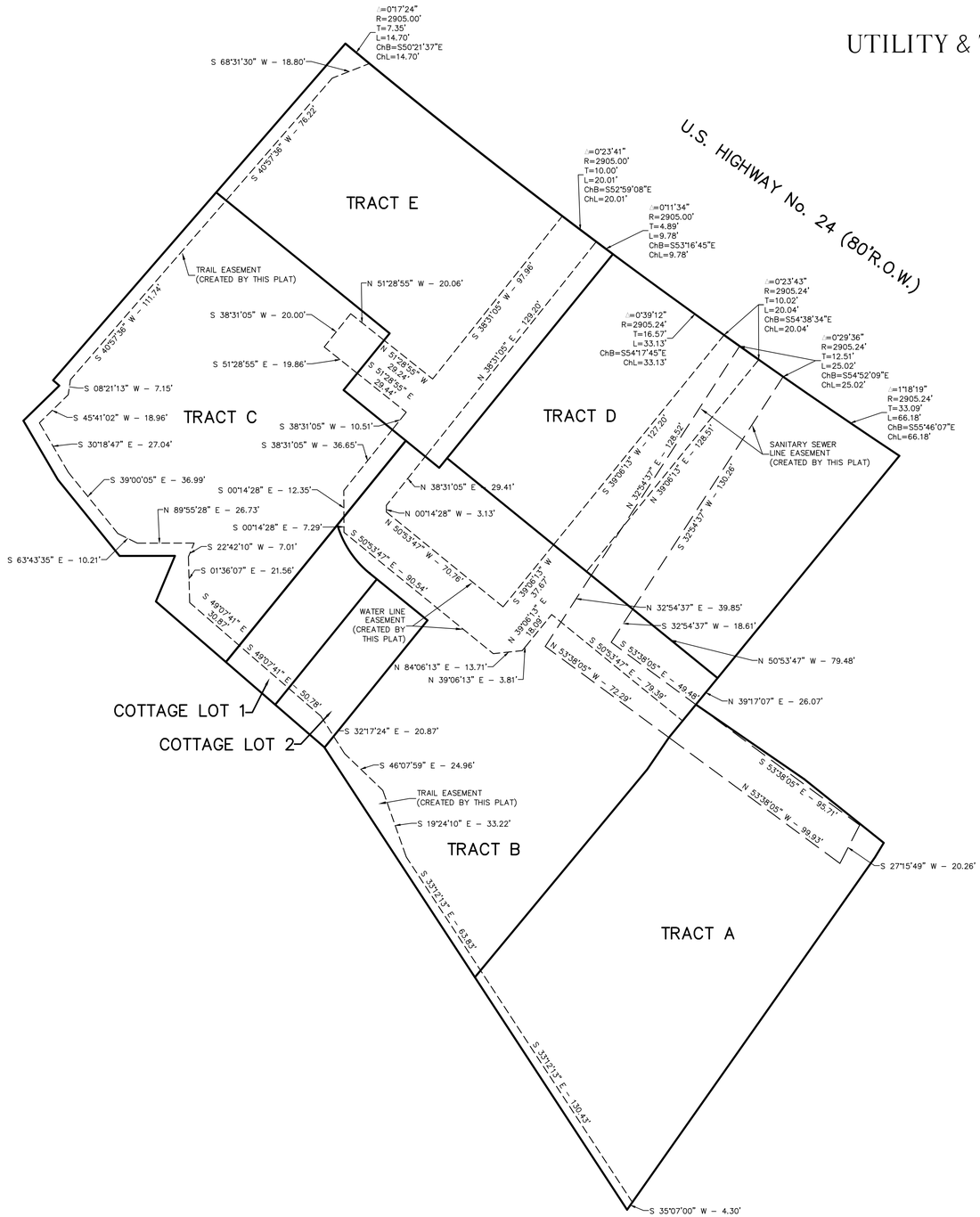
DRAWN BY:	SE	DATE:	6/5/2026
CHECKED BY:	SE	DRAWING NO.:	21-1353plat
JOB NO.:	21-1353	SHEET	3 OF 5

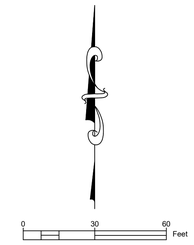
FINAL PLAT

MIDTOWN VILLAGE PUD

A PART OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO

UTILITY & TRAIL EASEMENTS DETAILS





SCALE: 1" = 30'

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Avon, CO 81620
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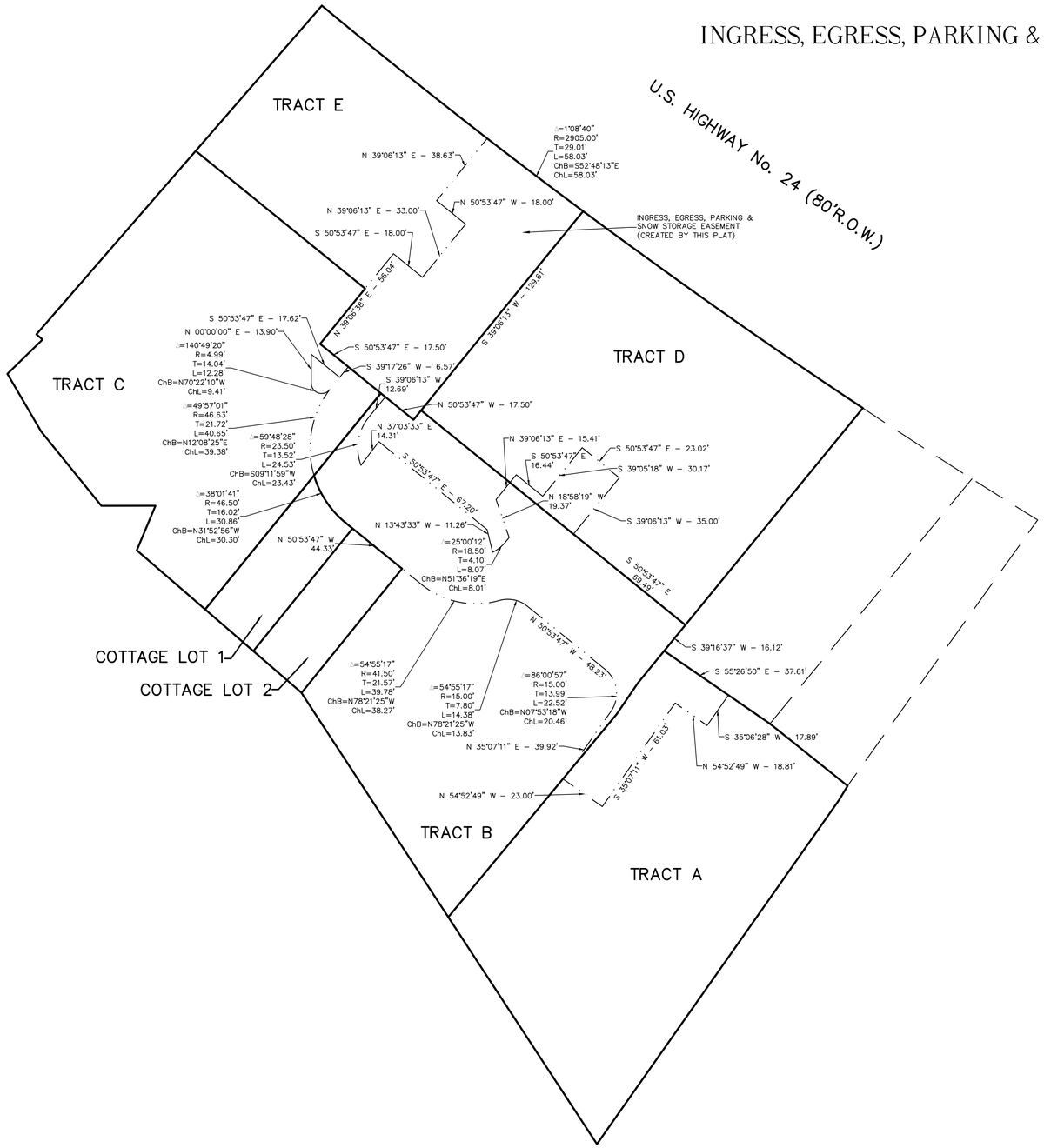
DRAWN BY:	SE	DATE:	6/5/2026
CHECKED BY:	SE	DRAWING NO.:	21-1353plat
JOB NO.:	21-1353	SHEET	4 OF 5

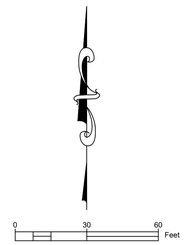
FINAL PLAT

MIDTOWN VILLAGE PUD

A PART OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO

INGRESS, EGRESS, PARKING & SNOW STORAGE EASEMENT DETAIL





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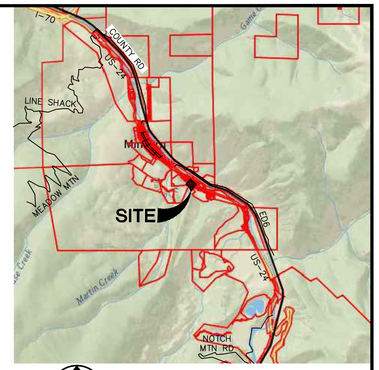
DRAWN BY:	SE	DATE:	6/5/2026
CHECKED BY:	SE	DRAWING NO.:	21-1353plat
JOB NO.:	21-1353	SHEET	5 OF 5

MIDTOWN VILLAGE FINAL PUD

MINTURN, EAGLE COUNTY, COLORADO

PLANNED UNIT DEVELOPMENT



VICINITY MAP
SCALE : NTS



SITE MAP
SCALE : NTS

OWNER/APPLICANT
10TH MOUNTAIN BUILDERS
1632 MAIN STREET
MINTURN, MICHIGAN, 81645
CONTACT: JEFF ARMISTEAD
970-471-0618

ENGINEER/LANDSCAPE ARCH.
MIDWESTERN CONSULTING, LLC
3815 PLAZA DR.
ANN ARBOR, MI 48108
CONTACT: ROB WAGNER
734-995-0200

ARCHITECT
TK DESIGN & ASSOCIATES
26030 PONTIAC TRAIL
SOUTH LYON, MI 48178
CONTACT: TODD HALLETT
248-446-1960

SURVEYOR
GORE RANGE SURVEYING, LLC
953 S. FRONTAGE RD W.
VAIL, CO 81657
CONTACT: SAMUEL ECKER
970-479-8698

GEOTECHNICAL/MATERIALS TESTING ENGINEER
KUMAR & ASSOCIATES, INC.
6735 KUMAR HEIGHTS
COLORADO SPRINGS, CO 80918
CONTACT: STEVEN PAWLAK
719-632-7009

SIGNATURES

OWNER DEVELOPER DATE

FIRE DEPARTMENT DATE

Sheet List Table

#	SHEET TITLE
1	COVER SHEET
2	EXISTING CONDITIONS
3	DEMOLITION PLAN
4	MASTER PLAN
5	TRACT PLAN
6	TRACT PLAN WITH BUILDINGS
7	SITE PLAN PHASE 1
8	PROPOSED ACCESS DRIVE
9	SNOW REMOVAL PLAN
10	OPEN SPACE PLAN
11	LANDSCAPE PLAN
12	LANDSCAPE PERSPECTIVE VIEW
13	FIRE TRUCK TURNING TEMPLATES
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16	WATER AND SANITARY SEWER EASEMENTS
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18	OVERALL UTILITY PLAN
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Sheet List Table

#	SHEET TITLE
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29	SEWER CONSTRUCTION SPECIFICATIONS 1
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36	RUSTIC TRAIL PLAN
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47	STORM WATER CONSTRUCTION SPECIFICATIONS 2
48	DRIVEWAY PROFILE VIEW
49	CROSS SECTION

Permit & Approval Matrix - REV 06/30/2025

Approval/Permit	Agency	Submittal	Permit/Approval Issued	Comment
PUD Approval	City of Minturn			
Wastewater Discharge Approval	Eagle River Water & Sanitation District (ERWSD)			
Storm Water Discharge Permit	Colorado Department of Public Health and Environment (CDPHE)			
Stormwater Connection	Colorado Department of Transportation (CDOT)			
Water Main Permit	Colorado Department of Transportation (CDOT)			
State Highway Access Permit	Colorado Department of Transportation (CDOT)	7/10/2024	8/21/2024	Permit No. 324094
CDOT Notice to Proceed	Colorado Department of Transportation (CDOT)			
Trash Enclosure Easement Encroachment Agreement				

SITE DATA

	Exsisting	Proposed			
Parcel size		2.53 acres			
Zoning	Commercial	Commercial			
Lot coverage		Masterplan	Phase I		
Impervious area		73,657.98 SF	44,111 SF		
Pervious area		36,547.02 SF	14,544 SF		
	Required	**Provided**	**Parking Requirement**	**Parking Provided**	**Notes**
Setbacks					
Front	20'	20'			
Side	5'	5'			
Rear	10'	5'			5' at proposed apartment building only
Residential					
Town House		10 Units	2/unit: 2x10=20	20 (+ 20 Guest)	2 car tandem garages in each unit + 2 car side by side driveway for guests
Cottage		2 Units	2/unit: 2x2=4	4	2 car side by side driveway at each unit
2 Story Micro Home		4 Units	1/unit: 1x4=4	4	Surface parking
Micro Home		4 Units	1/unit: 1x4=4	4	Surface parking
Apartment					
Apartment Bldg		15 (2 bdrm) Units 1 (1 bdrm) Unit	2/unit=30 + 1= 31		31 spaces beneath structure
Lofts Bldg A		4 Units	2/unit=8		Garage provided with 4 stacked spaces + 4 surface spaces
Exist Bldg B		2 Units	2/unit=4	2/unit+1/8 units=46	4 surface spaces
			Guest 1 space/8 units=3		3 surface spaces
Commercial					
Bldg A: Proposed		3600 sf (80%)	1/300sf: 3600/300=12	12	12 in surface lot
Bldg B: Existing		5280sf (80%)	1/300sf: 5280/300=18	14	4 in surface lot and 10 stacked in driveways
			Total	28 Phase I(108)	
Open Space		Masterplan	Phase I		
Active		17,861 sf / 16%	6,619 sf / 6%		Pocket parks, Public plaza, Community garden
Passive		2,692 sf / 2%	2,692 sf / 2%		Connector Trail
	deviation required				

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

MIDTOWN VILLAGE FINAL PUD

JOB No. **20067**

REVISIONS:	REV. DATE
PER CDOT COMMENTS	11/20/25

DATE: 09/18/25
SHEET 1 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067CV1

1

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Wireless Communications • Transportation • Landfill Services

RELEASED FOR:	DATE

COLORADO LICENSED ROBERT C WAGNER 60475 PROFESSIONAL ENGINEER

P.E. #60475

m:\civil\34_pro\20067cv1_site plan\20067CV1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 1 COVER SHEET, MCLLC PDF.pc3
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m:\civil3d_proj\20067\final site plan\20067EX1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 2 EXISTING CONDITIONS, MCLLC PDF.pc3
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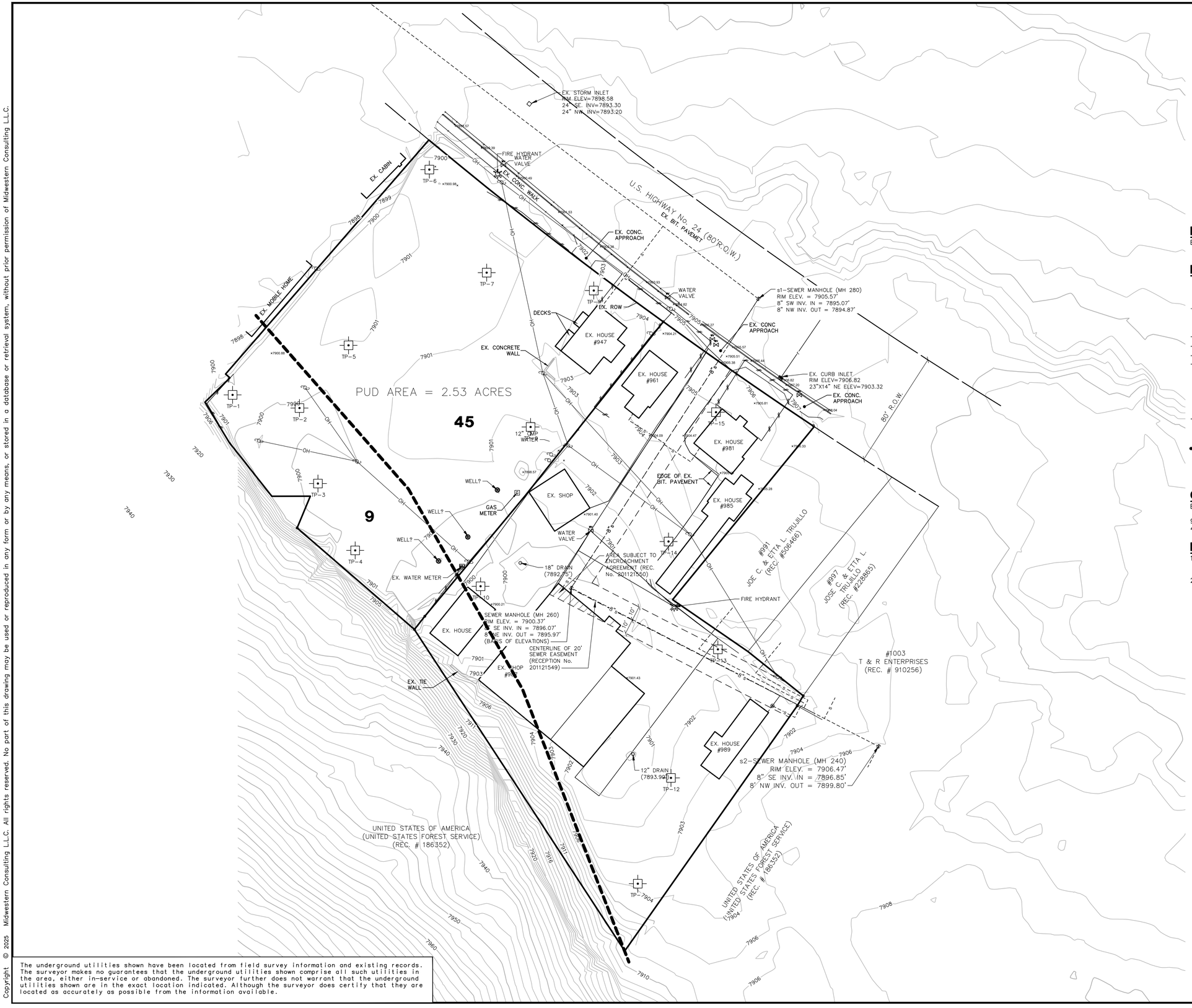

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SCALE: 1" = 30'

0 30 60 90

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

BASIS OF ELEVATIONS

EXISTING SANITARY SEWER MANHOLE AT THE CENTER OF THE SOUTH PROPERTY.
ELEV=7900.37 (NAVD88)

LEGEND

- 838 — EXISTING CONTOUR
- ×836.2 — EXISTING SPOT ELEVATION
- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- WV — EXISTING WATER VALVE
- r — EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- s — EXISTING SANITARY SEWER
- SIGN
- POST
- G — EXISTING GAS VALVE
- W — WELL
- FENCE
- 45 — EXISTING SOIL TYPE & BOUNDARY
- TP-1 — TEST PIT LOCATION

GENERAL SOILS DESCRIPTION

BASED ON SOIL SURVEY OF EAGLE COUNTY COLORADO

9 – ANSEL–ANVIK ASSOCIATION, 25 TO 45 PERCENT SLOPES
45 – FORSEY COBBLY LOAM, 3 TO 12 PERCENT SLOPES

NOTES

1. SOIL BORINGS PERFORMED BY KUMAR & ASSOCIATES, INC. ON MAY 31, 2022.
2. THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PREPARED BY GORE RANGE SURVEYING, LLC DATED 11/1/2021

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MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

MIDTOWN VILLAGE FINAL PUD

EXISTING CONDITIONS

2

JOB No. 20067
REVISIONS:
REV. DATE:

DATE: 09/18/25
SHEET 2 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
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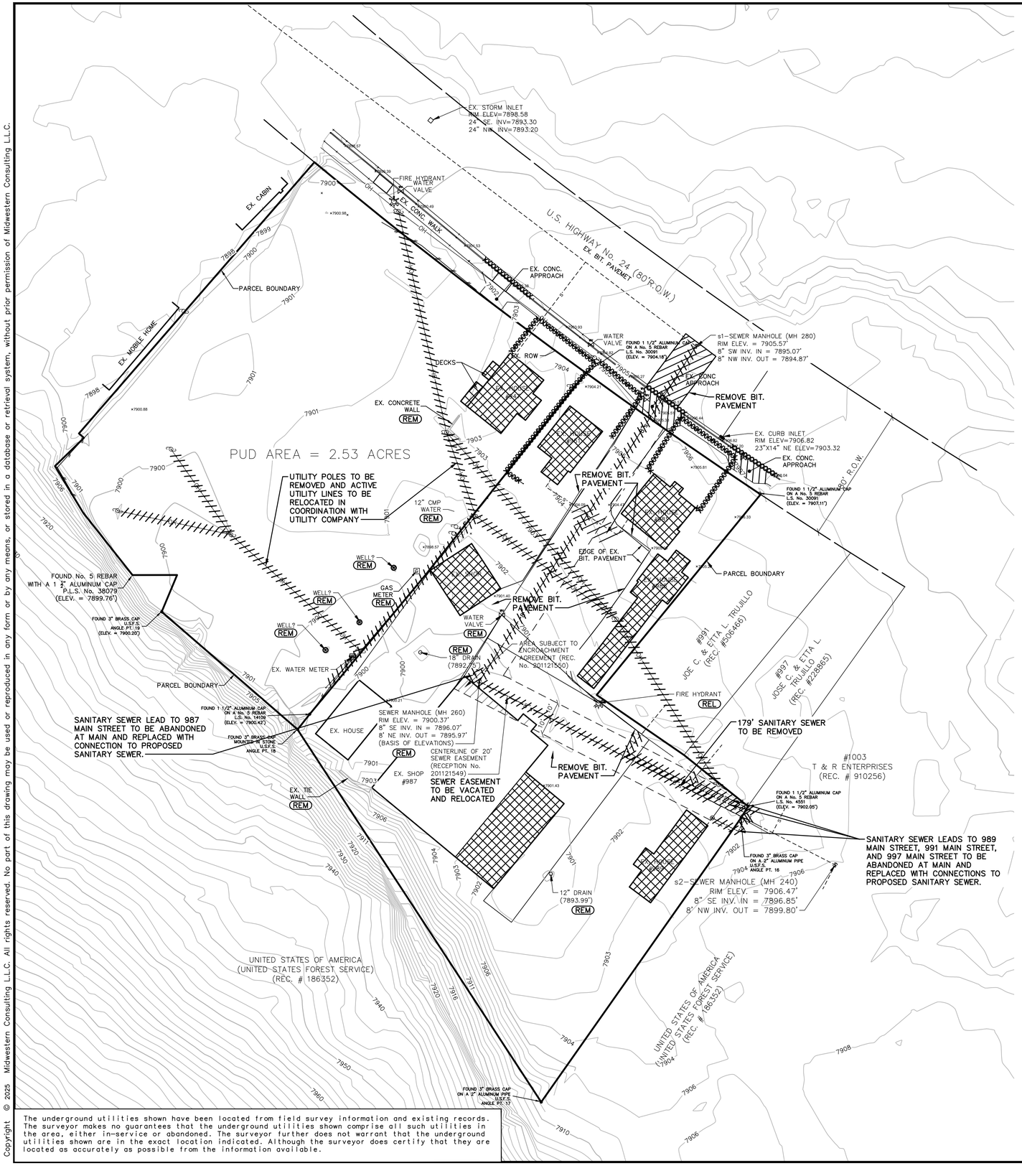

LEGEND

- 838 — EXISTING CONTOUR
- ×836.2 — EXISTING SPOT ELEVATION
- U.P. — EXISTING UTILITY POLE
- U.P. — EXISTING UTILITY POLE W/ TRANSFORMER
- GP — EXISTING GUY POLE
- GUY WIRE
- ELECTRIC TRANSFORMER
- EXISTING AC UNIT
- EXISTING GENERATOR
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING LIGHT POLE
- t — EXISTING TELEPHONE LINE
- e — EXISTING ELECTRIC LINE
- g — EXISTING GAS LINE
- g — EXISTING GAS VALVE
- f.o. — EXISTING FIBER OPTIC LINE
- w — EXISTING WATER MAIN
- EXISTING HYDRANT
- EXISTING GATE VALVE IN BOX
- EXISTING GATE VALVE IN WELL
- EXISTING CURB STOP & BOX
- EXISTING BLOW-OFF
- p.i.v. — POST INDICATOR VALVE
- fdc — FIRE DEPARTMENT CONNECTION
- r — EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING BEEHIVE INLET
- END SECTION
- HEAD WALL
- CULVERT
- ds — EXISTING DOWNSPOUT
- s — EXISTING SANITARY SEWER
- EXISTING CLEANOUT
- C/L OF DITCH
- SIGN
- MAILBOX
- t — TELEPHONE RISER
- catv — CABLE TELEVISION RISER
- e — ELECTRIC METER
- w — WATER METER
- rcb — SPRINKLER CONTROL BOX
- g — GAS METER
- gjm — GAS LINE MARKER
- fiber — FIBER OPTIC MARKER
- ped — PEDESTRIAN CROSSING SIGNAL
- tscb — TRAFFIC SIGNAL CONTROL BOX
- POST
- W — WELL
- FENCE
- SECTION CORNER
- SB-1 — SOIL BORING LOCATION
- S — SET IRON PIPE
- F — FOUND IRON PIPE
- S — SET MONUMENT
- F — FOUND MONUMENT
- spk — SET PARKER KRYLON
- FPK — FOUND PARKER KRYLON
- S — SET IRON ROD
- FIR — FOUND IRON ROD
- CONTROL POINT
- ℄ — CENTERLINE
- ℗ — PROPERTY LINE
- gfc — EXISTING GAS FILLER CAP
- STRUCTURE TO BE REMOVED
- BITUMINOUS TO BE REMOVED
- CONCRETE TO BE REMOVED
- UTILITY TO BE REMOVED
- FENCE TO BE REMOVED
- CURB TO BE REMOVED
- REL — ITEM TO BE RELOCATED
- REM — ITEM TO BE REMOVED
- CONCRETE WALK TO BE REPLACED
- BITUMINOUS PAVEMENT TO BE REPLACED

Know what's below. Call before you dig.

SCALE: 1" = 30'

0 30 60 90

NOTES

1. LIMITS OF PAVEMENT REMOVAL ARE NOT FIELD VERIFIED.
2. ALL BUILDING REMOVALS SHALL INCLUDE REMOVAL OF FOUNDATIONS, UTILITY SERVICES, DRIVEWAYS, DECKS AND ANY OTHER IMPROVEMENTS.
3. ITEMS TO REMAIN SHALL BE PROTECTED THROUGHOUT THE ENTIRETY OF CONSTRUCTION.
4. ALL UTILITY REMOVALS SHALL BE COORDINATED WITH THE APPLICABLE UTILITY ENTITY.
5. ALL ASPHALT PAVEMENT REMOVALS SHALL BE SAWCUT AT REMOVAL LIMITS.
6. EAST CONCRETE APRON TO REMAIN AND BE PROTECTED THROUGHOUT THE ENTIRETY OF CONSTRUCTION.
7. SANITARY SEWER TO BE ABANDONED PER ALL PERTINENT LOCAL AND REGIONAL STANDARDS.

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COLORADO LICENSED ROBERT C WAGNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

DEMOLITION PLAN

3

DATE: 09/18/25
SHEET 3 OF 45
CADD: KJV
ENG: CMW
PM: RCW
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JOB No. 20067

REVISIONS: REV. DATE

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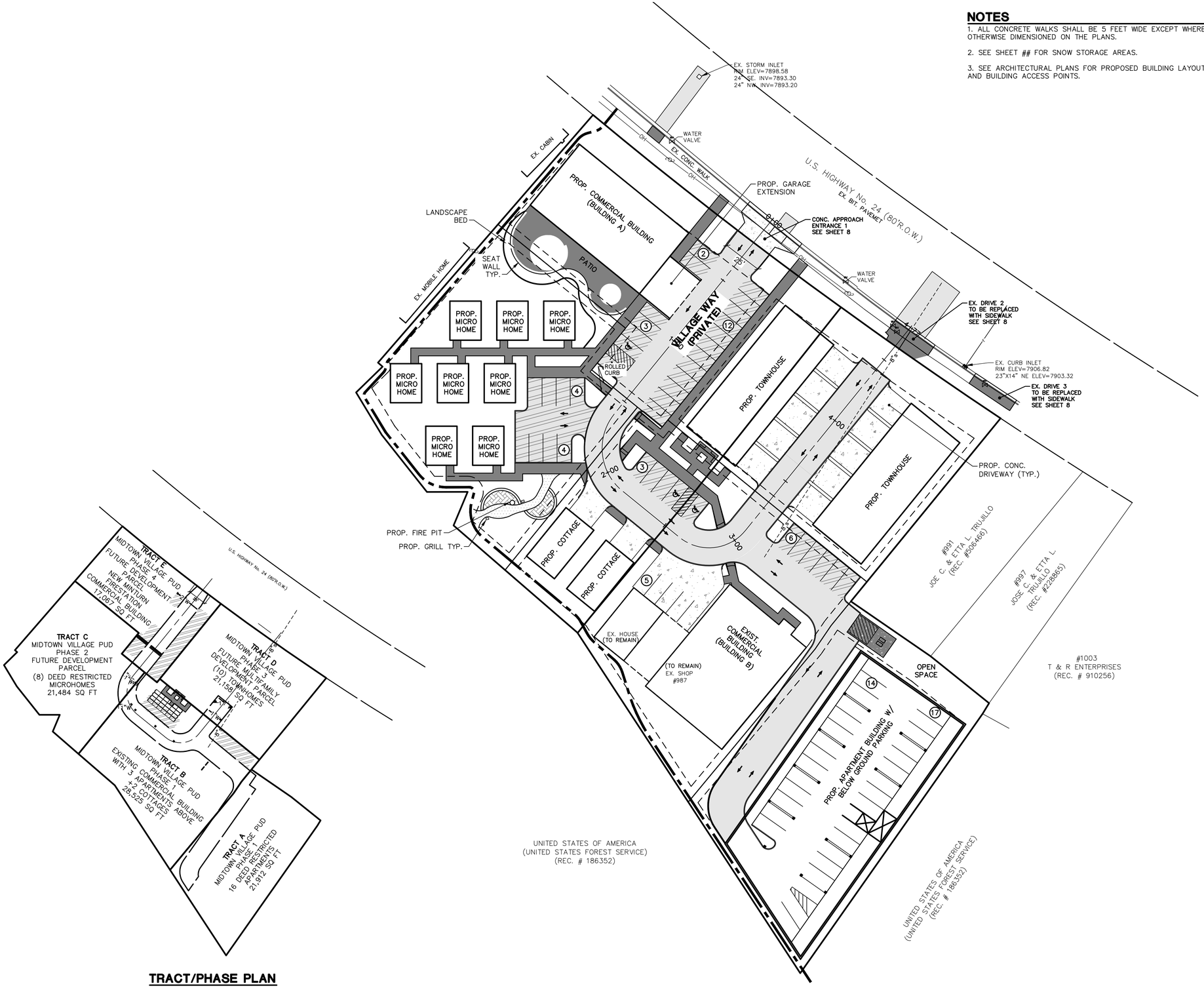
NOTES

1. ALL CONCRETE WALKS SHALL BE 5 FEET WIDE EXCEPT WHERE OTHERWISE DIMENSIONED ON THE PLANS.
2. SEE SHEET ## FOR SNOW STORAGE AREAS.
3. SEE ARCHITECTURAL PLANS FOR PROPOSED BUILDING LAYOUTS AND BUILDING ACCESS POINTS.



TRACT/PHASE PLAN

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SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- RUSTIC TRAIL
- PROPOSED CONCRETE WALK
- PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT
- PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT
- PROPOSED STANDARD DUTY CONCRETE PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PAVEMENT MARKING
- NUMBER OF STANDARD PARKING SPACES IN ROW
- NUMBER OF BARRIER FREE PARKING SPACES IN ROW
- TRAFFIC DIRECTION ARROWS
- PROPOSED LIGHT POLE

COLORADO LICENSED
ROBERT C. WAGNER
60475
PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

MASTER PLAN

4

JOB No. 20067
REVISIONS:

REV.	DATE

DATE: 09/18/25
SHEET 4 OF 45
CADD: KJV
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PM: RCW
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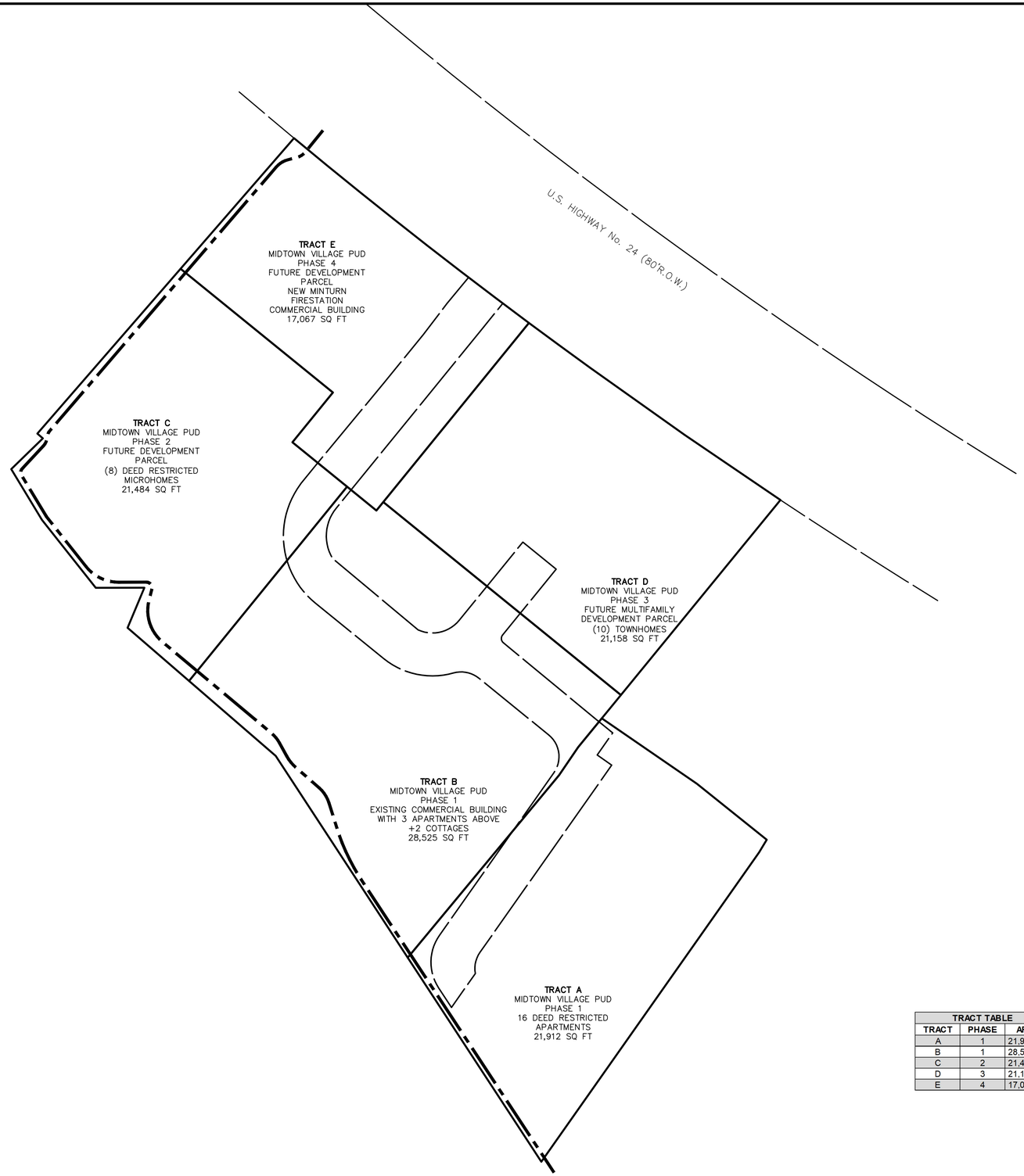

SCALE: 1" = 30'

0 30 60 90

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

LEGEND

TRACT BOUNDARY

PROPOSED R.O.W. (RIGHT-OF-WAY)

TRACT TABLE		
TRACT	PHASE	AREA
A	1	21,912 SF
B	1	28,525 SF
C	2	21,484 SF
D	3	21,158 SF
E	4	17,067 SF

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MIDTOWN VILLAGE FINAL PUD

TRACT PLAN

5

JOB No. 20067
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DATE: 09/18/25
SHEET 5 OF 45
CADD: KJV
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PM: RCW
TECH:
/20067PM1

m:\civil3d_pro\20067\final site plan\20067PM1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 5 TRACT PLAN, MCLLC PDF pc3
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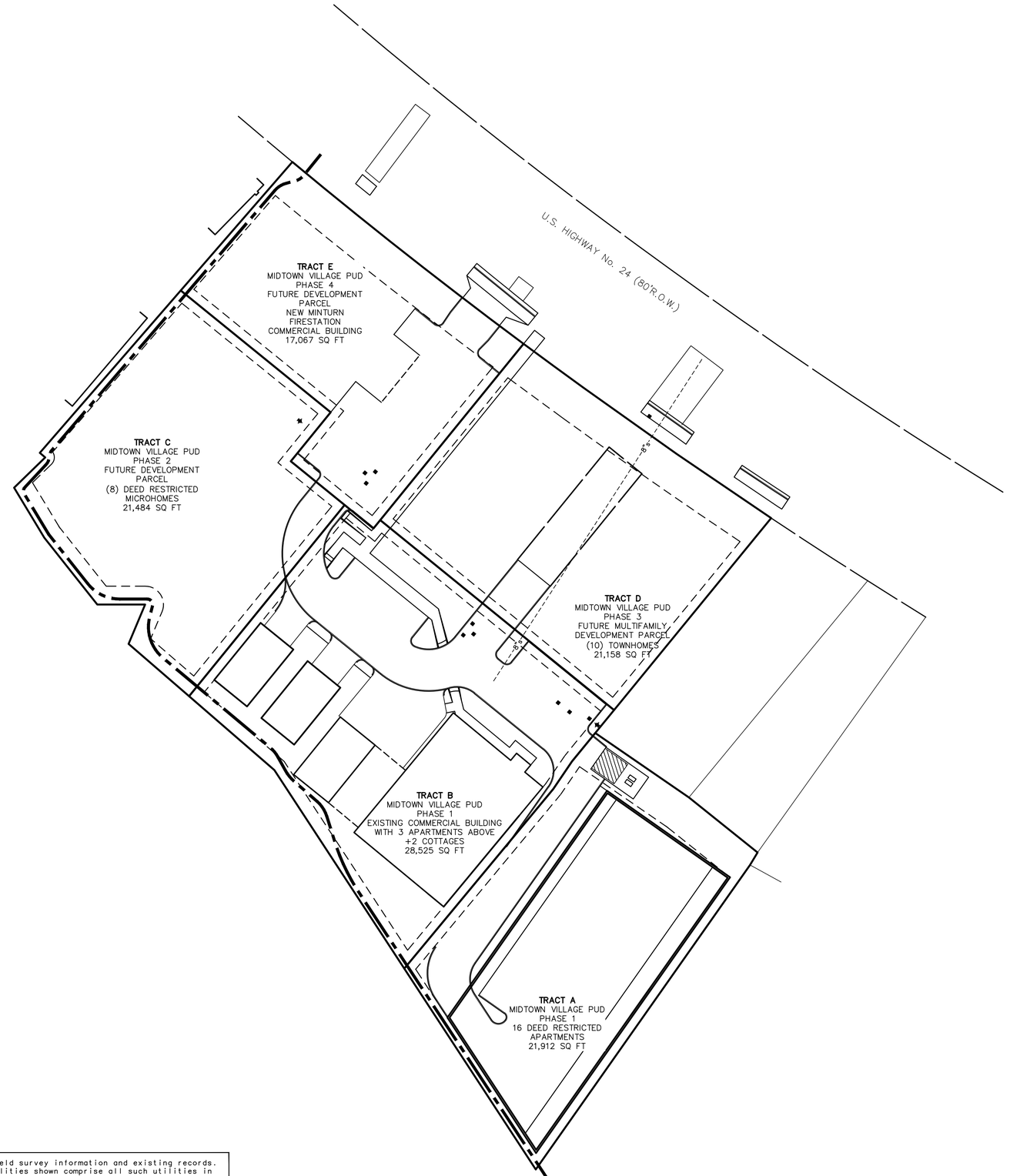

SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- TRACT BOUNDARY
- PROPOSED BUILDING
- SETBACK LIMITS

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ROBERT C. WAGNER
60475
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970-471-0618

MIDTOWN VILLAGE FINAL PUD

TRACT PLAN WITH BUILDINGS

6

JOB No. 20067
REVISIONS:

REV.	DATE

DATE: 09/18/25
SHEET 6 OF 45
CADD: KJV
ENG: CMW
PM: ROW
TECH:
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m:\civil3d_proj\20067\civil site plan\20067PM1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 6 TRACT PLAN WITH BUILDINGS, MCLLC PDF.pc3
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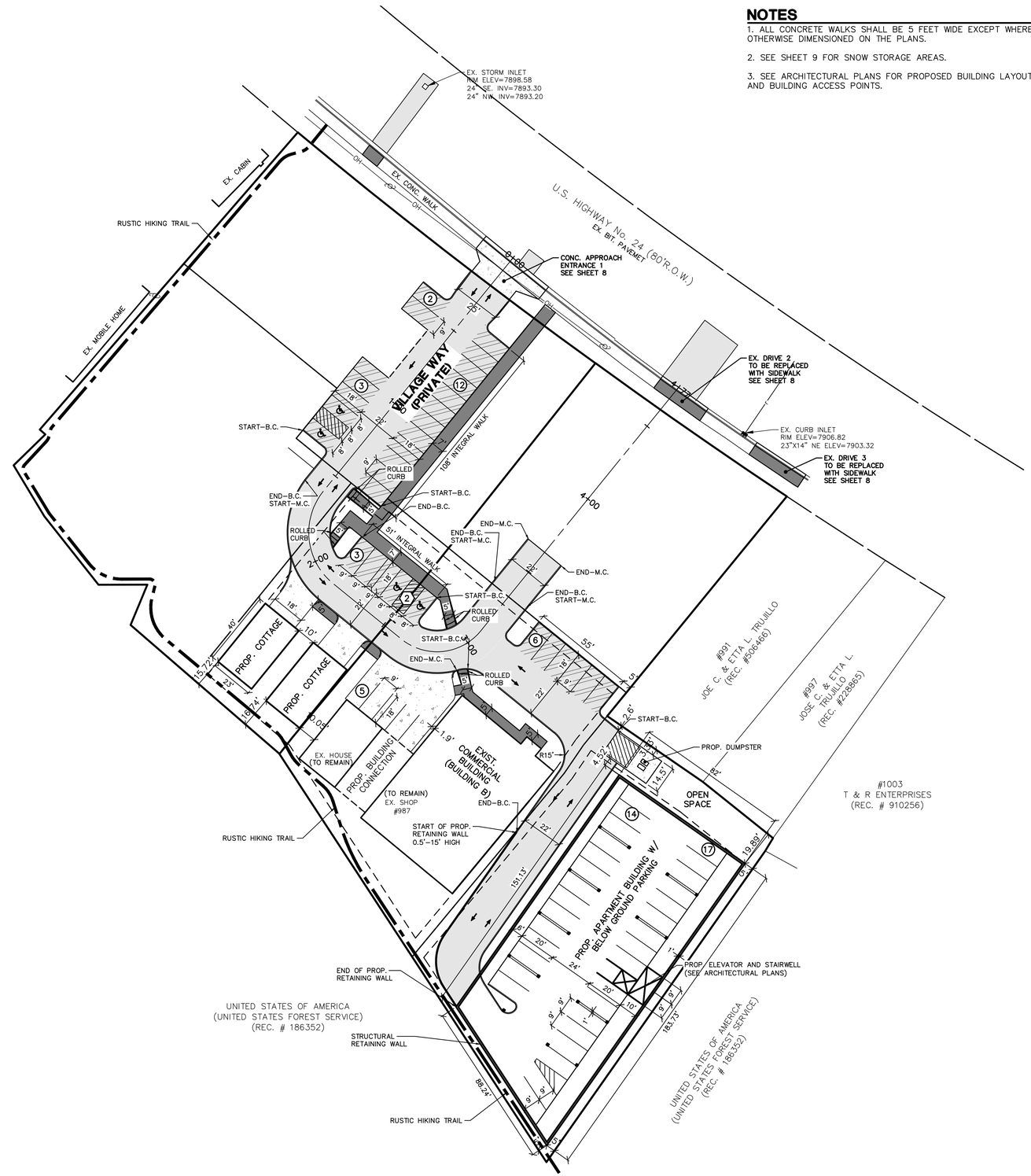
NOTES

1. ALL CONCRETE WALKS SHALL BE 5 FEET WIDE EXCEPT WHERE OTHERWISE DIMENSIONED ON THE PLANS.
2. SEE SHEET 9 FOR SNOW STORAGE AREAS.
3. SEE ARCHITECTURAL PLANS FOR PROPOSED BUILDING LAYOUTS AND BUILDING ACCESS POINTS.



SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- RUSTIC TRAIL
- PROPOSED CONCRETE WALK
- PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT
- PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT
- PROPOSED STANDARD DUTY CONCRETE PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PAVEMENT MARKING
- NUMBER OF STANDARD PARKING SPACES IN ROW
- NUMBER OF BARRIER FREE PARKING SPACES IN ROW
- TRAFFIC DIRECTION ARROWS
- PROPOSED LIGHT POLE

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MIDTOWN VILLAGE FINAL PUD

SITE PLAN PHASE 1

7

JOB No. 20067
REVISIONS: REV. DATE

DATE: 09/18/25
SHEET 7 OF 45
CADD: KJV
ENG: CMW
PM: ROW
TECH:
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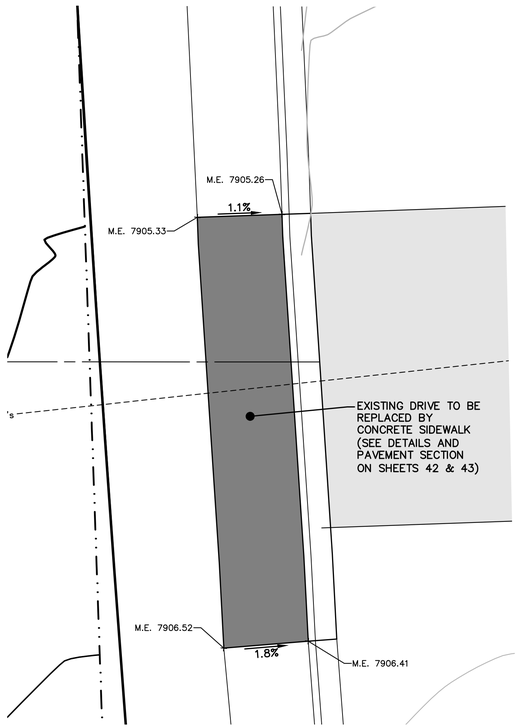
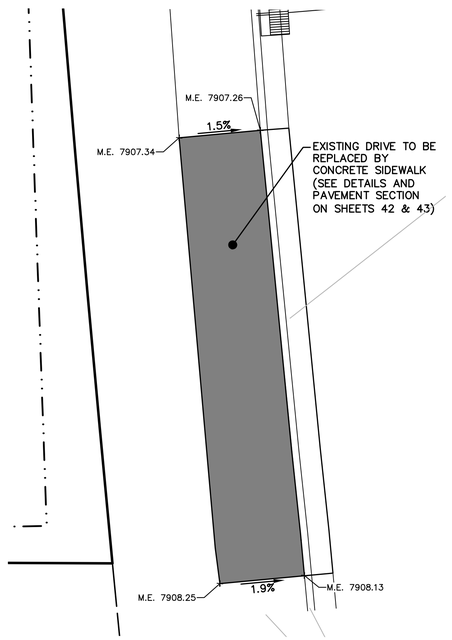
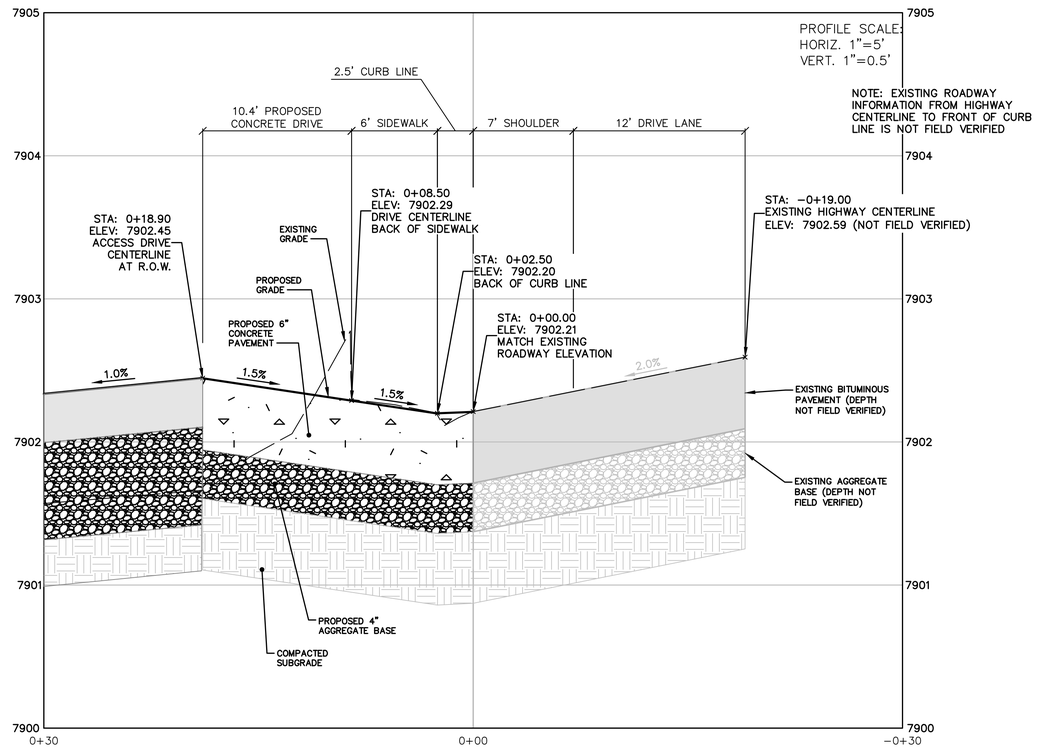


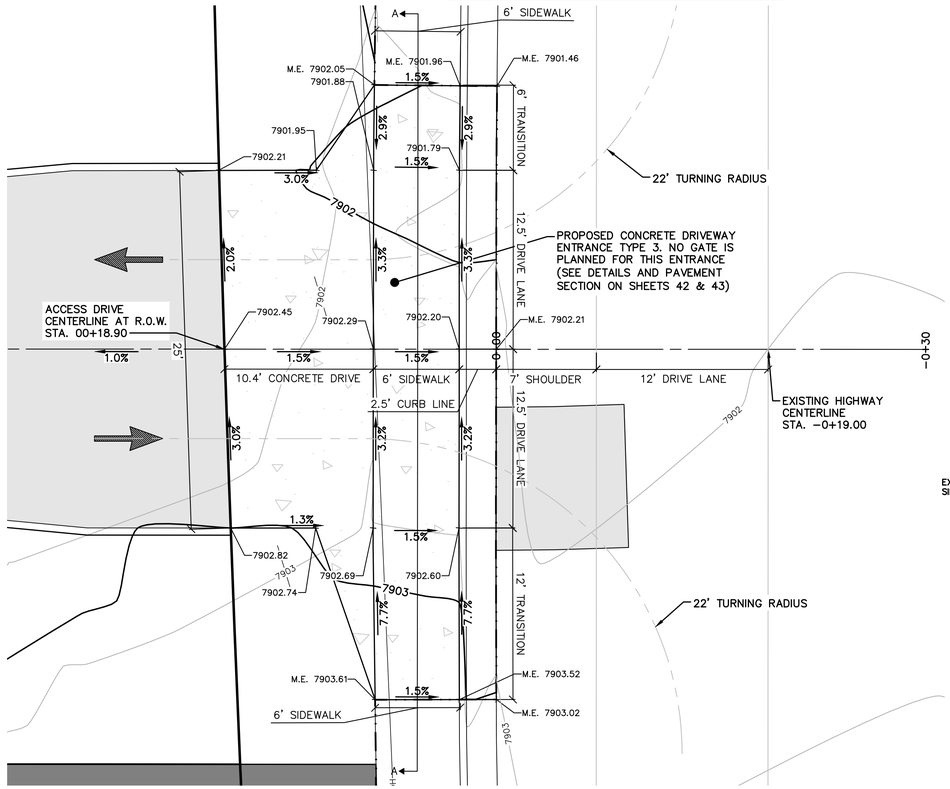
PROPOSED SIDEWALK (EXISTING DRIVE 2)



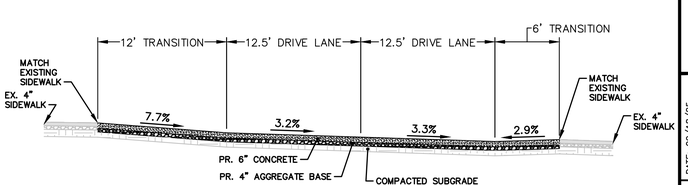
PROPOSED SIDEWALK (EXISTING DRIVE 3)



PROPOSED ACESS DRIVE PROFILE



PROPOSED ACCESS DRIVE (DRIVE 1)



PROPOSED ACCESS DRIVE SECTION A

SCALE: 1" = 30'
0 30 60 90

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- EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
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- WELL
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- PROPOSED STANDARD DUTY CONCRETE PAVEMENT
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- NUMBER OF STANDARD PARKING SPACES IN ROW
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- PROPOSED LIGHT POLE

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MIDTOWN VILLAGE FINAL PUD

PROPOSED ACCESS DRIVE

8

DATE: 09/18/25
SHEET 8 OF 45
CADD: KJV
ENG: CMW
PM: RCW
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REV.	DATE

JOB No. 20067
REVISIONS:

m:\civil3d_proj\20067\final site plan\20067SP1.dwg, 11/20/2025 4:33 PM, Colton M. Wallace, 9 SNOW REMOVAL PLAN, MCLLC PDF.pc3
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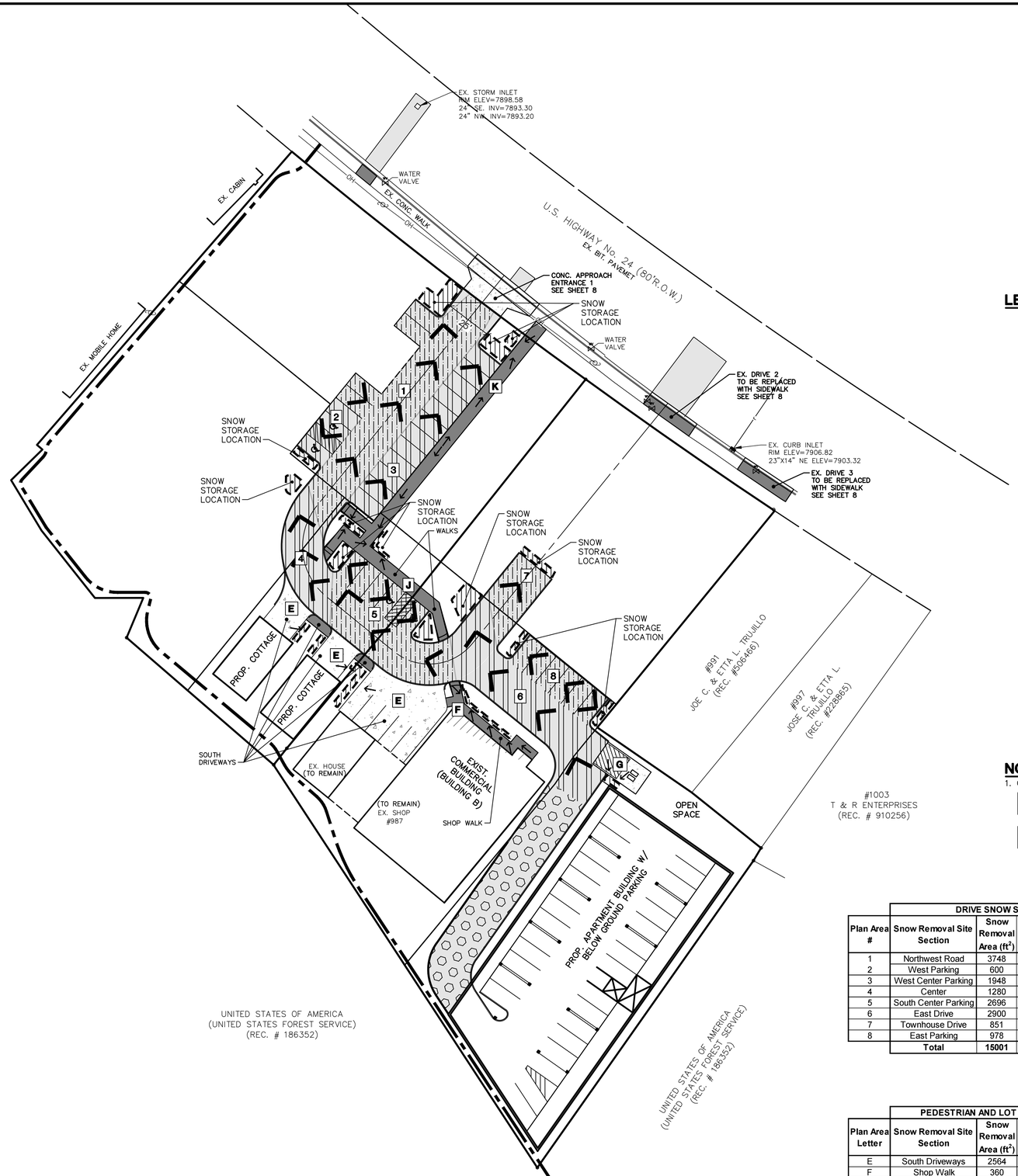

SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- PROPOSED DRIVE SNOW STORAGE
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- FENCE
- PROPOSED CONCRETE WALK
- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED SNOW STORAGE
- PROPOSED HEATED DRIVE
- PROPOSED SNOW REMOVAL ROUTE
- PROPOSED HAND SHOVEL LOCATION

NOTE

1. CONTRASTING DRIVE HATCHING SIGNIFY DRIVE SNOW REMOVAL SECTIONS

DRIVE SNOW STORAGE TABLE

Plan Area #	Snow Removal Site Section	Snow Removal Area (ft^2)	Required Storage Area (ft^2) 5%	Storage Area Provided (ft^2)
1	Northwest Road	3748	187	193
2	West Parking	600	30	45
3	West Center Parking	1948	97	104
4	Center	1280	64	69
5	South Center Parking	2696	135	151
6	East Drive	2900	145	161
7	Townhouse Drive	851	43	75
8	East Parking	978	49	76
	Total	**15001**	**750**	**874**

PEDESTRIAN AND LOT SNOW STORAGE TABLE

Plan Area Letter	Snow Removal Site Section	Snow Removal Area (ft^2)	Required Storage Area (ft^2) 5%	Storage Area Provided (ft^2)
E	South Driveways	2564	128	156
F	Shop Walk	360	18	54
G	Dumpster Walk	410	21	24
J	S Center Pkg Walk	1083	54	74
K	N Center Pkg Walk	591	30	35
	Total	**3334**	**250**	**343**

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MIDTOWN VILLAGE FINAL PUD

SNOW REMOVAL PLAN

9

DATE: 09/18/25
SHEET 9 OF 45
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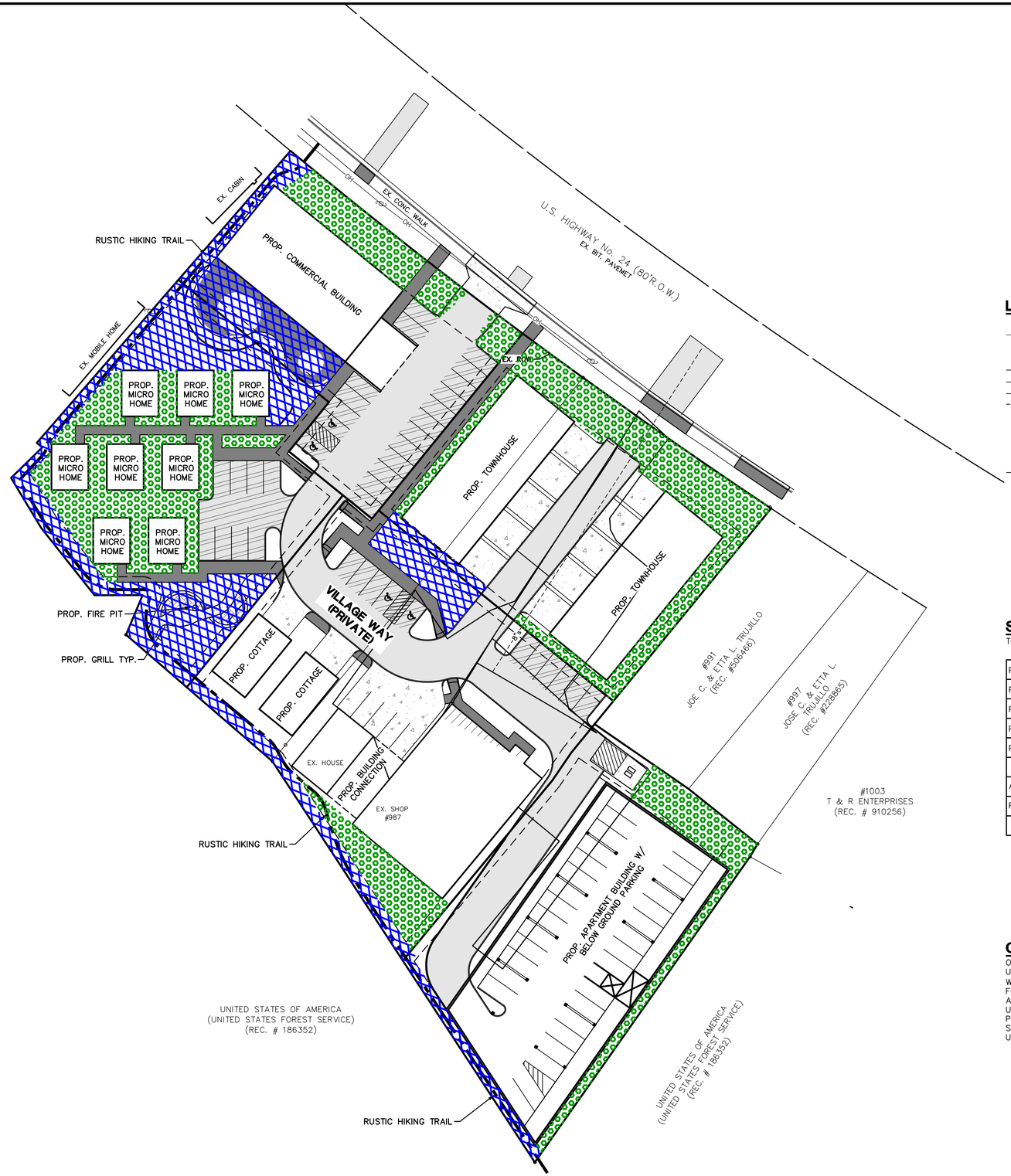
REVISIONS: REV. DATE



SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- S — EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- W — WELL
- FENCE
- PROPOSED LIGHT POLE
- PASSIVE PUBLIC OPEN SPACE
- ACTIVE PUBLIC OPEN SPACE

SITE OPEN SPACE DATA

TOTAL OPEN SPACE REQUIRED: 25% OR 27,552 SF

PHASE I/TRACT A	21,912 SF	
PHASE I/TRACT B	28,525 SF	
PHASE II/TRACT C	21,484 SF	
PHASE III/TRACT D	21,158 SF	
PHASE IIII/TRACT E	17,067 SF	
TOTAL	110,146 SF	%
ACTIVE PUBLIC OPEN SPACE	13,555.07 SF	12.3%
PASSIVE PUBLIC OPEN SPACE	16,989.4 SF	15.4%
TOTAL	30,544.47 SF	28%

OPEN SPACE NARRATIVE

OPEN SPACE FOR THE PUD IS COMPRISED OF AREAS THAT CAN BE UTILIZED BY RESIDENTS WITHIN THE DEVELOPMENT; CONNECTING WALKWAYS. PATIOS WITH SEATING/GRILLS/FIRE PITS, OPEN SPACES FOR COMMUNITY GARDENING, PLAZAS, AREAS AROUND THE COTTAGES AND MICRO HOMES IS INCLUDED AS OPEN SPACE CONSIDERED AS USEABLE YARD SPACE. OTHER OPEN SPACES ARE AVAILABLE FOR PLAY STRUCTURES OR SIMILAR USES. OPEN SPACE ALONG THE NORTH, SOUTH AND WEST IS PROVIDED FOR A RUSTIC HIKING TRAIL TO BE USED AS A CONNECTOR TO THE OTHER HIKING TRAILS IN THE VILLAGE.

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MIDTOWN VILLAGE FINAL PUD

OPEN SPACE PLAN

10

DATE: 09/18/25
SHEET 10 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
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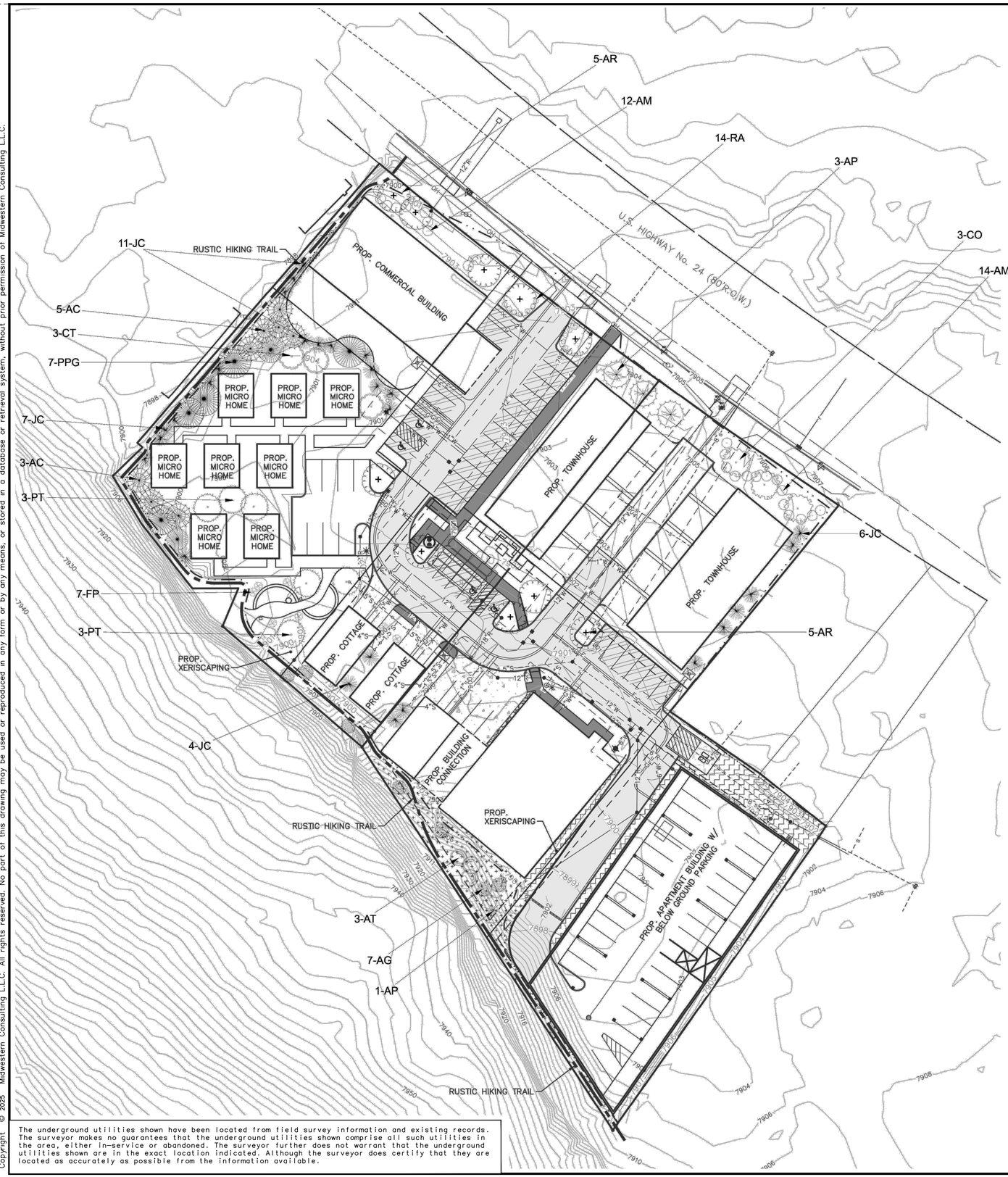

LANDSCAPE LEGEND

- PROPOSED XERISCAPING
- PROPOSED RIVERSTONE
- PROPOSED RESTORATION SEED MIX
- PROPOSED SEEDED AREA
- PROPOSED CONCRETE WALK
- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED CONCRETE PAVEMENT

SCALE: 1" = 30'

0 30 60 90

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

PLANT SCHEDULE							
Symbol	Qty	Key	Common	Botanical	Root	Size	Notes
Evergreen Trees	43						
	28	JC	Spartan Juniper	Juniperus chinensis 'Spartan'			
	8	AC	White Fir	Abies concolor 'Rochester'			
	7	PPG	Blue Colorado Spruce	Picea Pungens Glauca			
Deciduous Canopy Tree	36						
	3	CO	Common Hackberry	Celtis Occidentalis	B&B	2.5" Ca	
	3	AT	Hot Wings Tatarian Maple	Acer tataricum GarAnn			
	3	CT	Northern Catalpa	Catalpa speciosa			
	4	AP	Norway Maple - Royal Red	Acer Platanoides 'Royal Red'	B&B	2.5" Ca	
	6	PT	Quaking Aspen	Populus tremuloides			
	7	AG	Rocky Mountain Maple	Acer glabrum			
	10	AR	Red Maple	Acer rubrum 'Red Sunset'	B&B	2.5" Ca	Male only
Shrubs for Xeriscape							
	7	FP	Apache Plume	Fallugia paradoxa	#3 Cont	30-36" ht	
	26	AM	Black Chokeberry	Aronia melanocarpa			
	14	RA	Golden Currant	Ribes aureum			
Other Possible Shrubs for Xeriscape							
		AC	Arctostaphylos x coloradoensis 'Panchito'	Panchito Manzanita	#3 Cont		
		CM	Chamaebatiaria millefolium	Fernbush	#3 Cont		
		CP	Cytisus purgans 'Spanish Gold'	Spanish Gold Broom	#3 Cont		
		BT	Berberis thunbergii 'Crimson Pygmy'	Crimson Pygmy Barberry	#3 Cont	30-36" ht	
		PB	Prunus besseyi 'Pawnee Buttes'	Creeping Western Sand Cherry	#3 Cont	30-36" ht	
Perennials and Grasses for Xeriscape							
		AS	Achillea ssp.	Yarrow			
		AG	Agastache ssp.	Agastache			
		CO	Callirhoe onvolucrata	Prairie Winecups			
		DS	Delosperma ssp.	Iceplant			
		HS	Helictrotrichon sempervirens	Blue Avena Grass			
		KS	Kniphofia spp.	Torch Lily			
		NT	Nassella tenuissima	Mexican Feather Grass			
		Sp	Salvia pachyphylla	Mojave Sage			

RESTORATION SEED MIX

Lower Montane Mix: 7,501 - 8,500 feet a.s.l.					
Scientific Name (USDA)	Common Name (USDA) Cultivar or Ecotype	Cultivar or Ecotype	Life History	% Mix	Pounds PLS Needed
Adenolinum lewisii	Lewis flax	CO ecotype or Maple Grove	NPF	2	0.32
Bouteloua gracilis	Blue Grama	Fremont CO ecotype	NPG-L	8	0.52
Cleome serrulata	Rocky Mountain Beeplant	CO Ecotype (or VNS)	NAF	2	0.84
Elymus elymoides	Squirreltail	Pueblo or Wapiti	NPG-L	10	2.5
Elymus trachycaulus	Slender Wheatgrass	Pryor or Frist Strike or San Luis	NPG-L	14	4.63
Festuca arizonica	Arizona Fescue	Redondo	NPG-L	10	1
Gaillardia aristata	Blanketflower	CO Ecotype (or VNS)	NPF	3	0.77
Pascopyrum smithii	Western Wheatgrass	Arriba	NPG-L	14	5.89
Poa secunda	Sandberg Bluegrass	Sims Mesa or high Plains	NPG-L	12	0.55
Pseudoroegneria spicata	Bluebunch Wheatgrass	Anatone	NPG-L	8	3.28
Quickguard	Quickguard	Quickguard	Cover Crop	1	3.42
Rudbeckia hirta	Black-eyed Susan	CO Ecotype (or VNS)	NBF	3	0.09
Bromus marginatus	Mountain Brome	Cold Springs or Eco type	NPG-L	12	6.85
Penstemon strictus	Rocky Mountain Penstemon	Bandera	NPF	1	0.11

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MIDTOWN VILLAGE FINAL PUD

LANDSCAPE PLAN

11

DATE: 09/16/25
SHEET 11 OF 45
CADD: KJV
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JOB No. 20067
REVISIONS:
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m:\civil34_proj\20067\final site plan\20067LP1.dwg, 11/20/2025 4:33 PM, Colton M. Wallace, 12 LANDSCAPE PERSPECTIVE VIEW, MCLLC PDF.pc3
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LANDSCAPE PERSPECTIVE LOOKING NORTHWEST
SCALE : NTS

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MIDTOWN VILLAGE FINAL PUD

LANDSCAPE PERSPECTIVE VIEW

12

JOB No. 20067
REVISIONS:
REV. DATE.

DATE: 09/18/25
SHEET 12 OF 45
CADD: KJV
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PM: RCW
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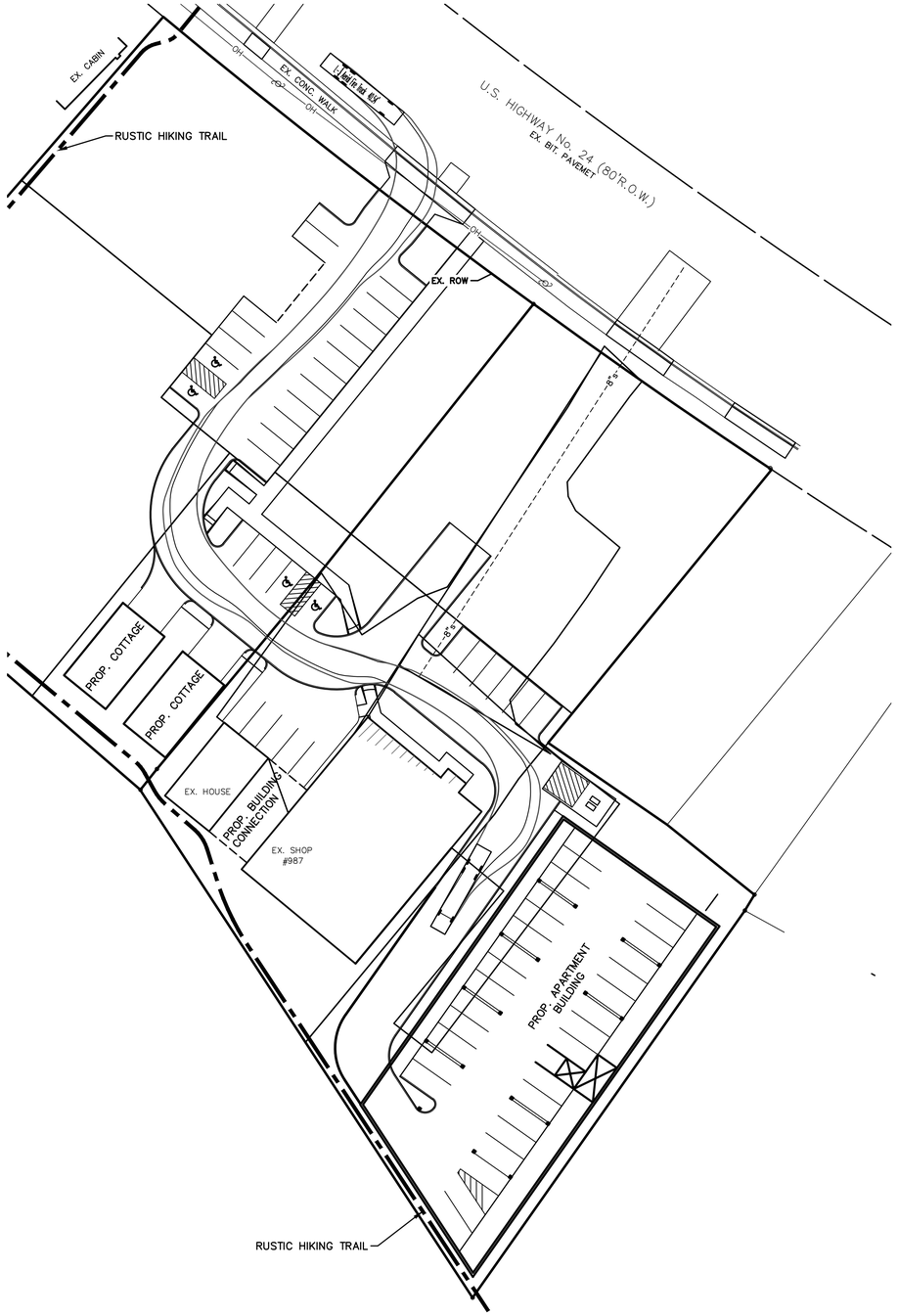
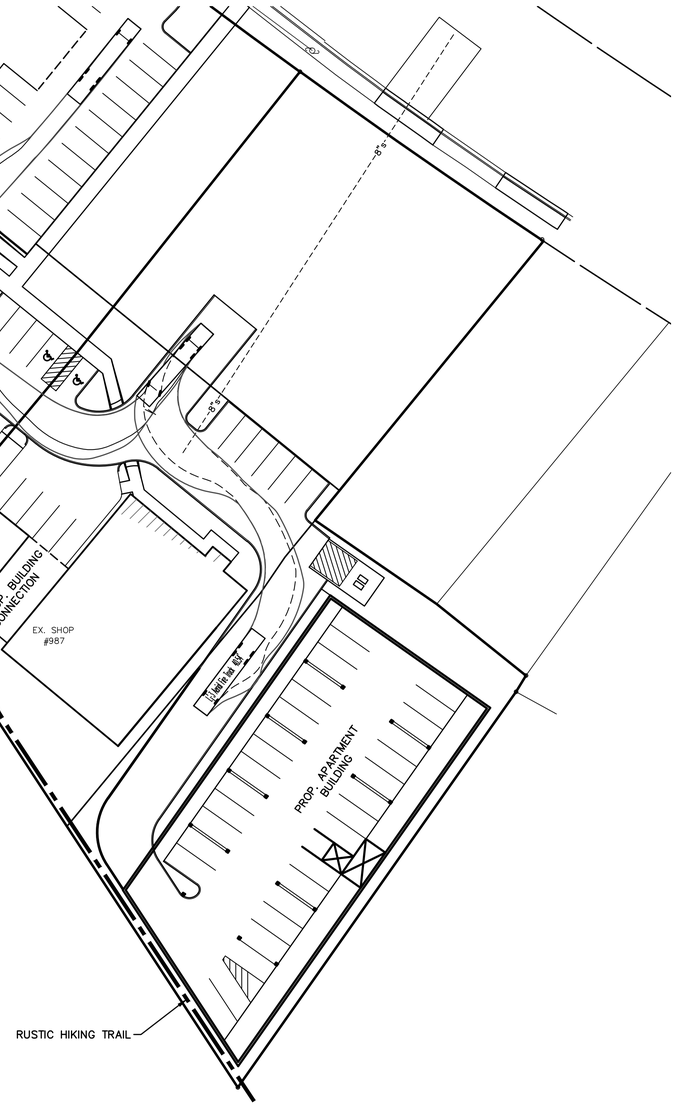


FIRE TRUCK TURNING TEMPLATE ENTER ROUTE



FIRE TRUCK TURNING TEMPLATE EXIT ROUTE

SCALE: 1" = 30'

0 30 60 90

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LEGEND

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- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
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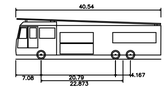
- EXISTING CATCH BASIN OR INLET
- S — EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- W — WELL
- FENCE



L-3 Aerial Fire Truck 40.54'

Overall Length	40.540ft
Overall Width	7.000ft
Overall Body Height	11.364ft
Min Body Ground Clearance	1.144ft
Track Width	6.910ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	45.00°

FIRE TRUCK DETAIL

NOT TO SCALE

m:\civil3d_proj\20067\final site plan\20067TT1.dwg, 11/20/2025 4:33 PM, Colton M. Wallace, 13 FIRE TRUCK TURNING TEMPLATES, MCLLC PDF.ac3

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FINAL PUD

MIDTOWN VILLAGE

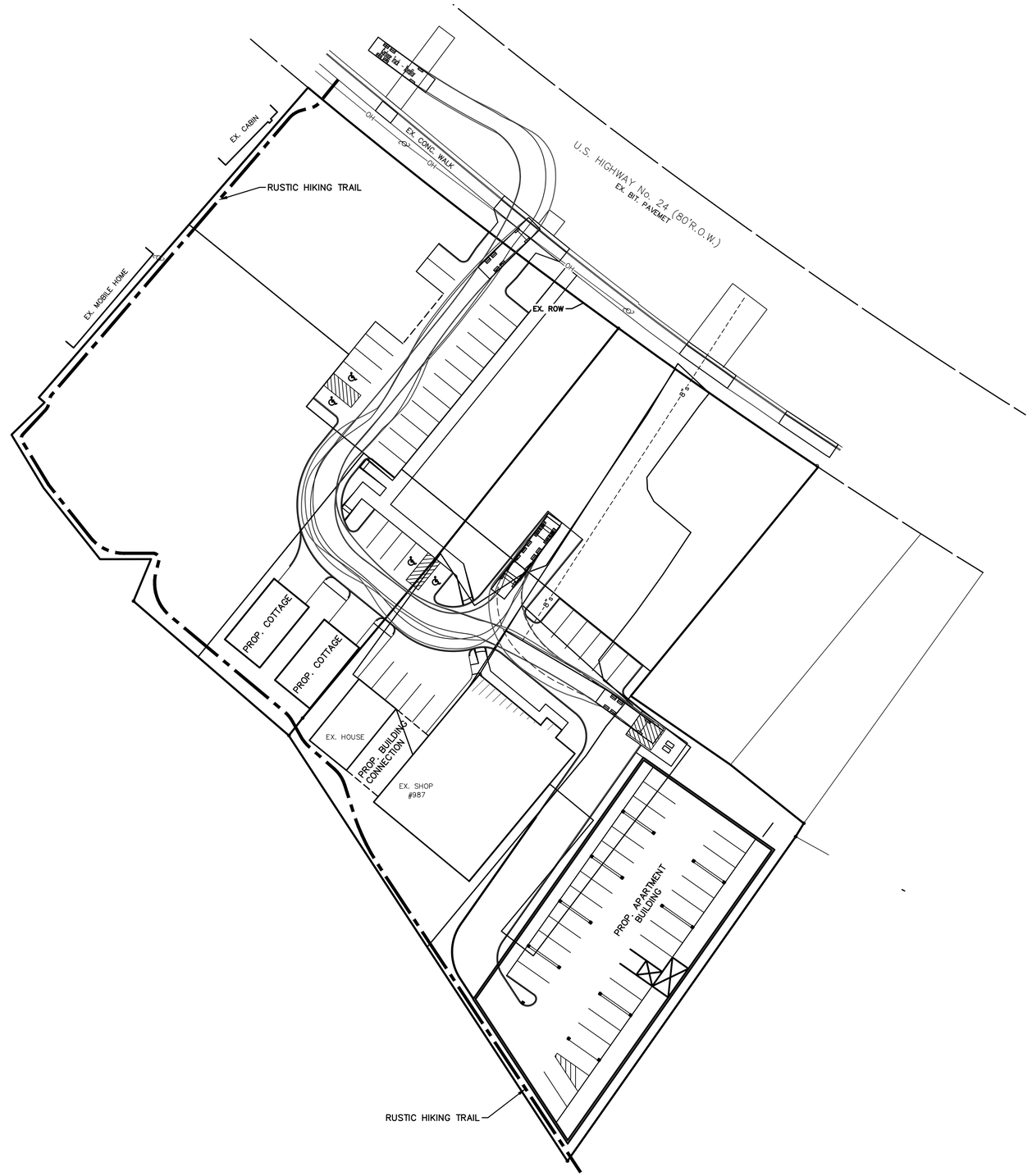
FIRE TRUCK TURNING TEMPLATES

13

JOB No. 20067

REVISIONS: REV. DATE

DATE: 09/18/25
SHEET 13 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067TT1



SOLID WASTE TRUCK TURNING TEMPLATE

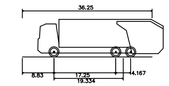
SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- S — EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- W — WELL
- FENCE



Garbage Truck – Xpeditor	
Overall Length	36.250ft
Overall Width	8.420ft
Overall Body Height	10.481ft
Min Body Ground Clearance	0.934ft
Track Width	8.000ft
Lock-to-lock time	6.0os
Max Steering Angle (Virtual)	31.80°

SOLID WASTE TRUCK DETAIL

NOT TO SCALE

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MIDTOWN VILLAGE FINAL PUD

SOLID WASTE TRUCK TURNING TEMPLATE

14

JOB No. 20067

REVISIONS:

REV.	DATE

DATE: 09/18/25
SHEET 14 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
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m:\civil3d_proj\20067\final site plan\20067TT1.dwg, 11/20/2025 4:33 PM, Colton M. Wallace, 14 SOLID WASTE TRUCK TURNING TEMPLATE, MCLLC PDF.pc3
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m:\civil3d_pro\20067\final site plan\20067LP1.dwg, 11/20/2025 4:34 PM, Colton M. Wallace, 15 LANDSCAPE DETAILS, MCLLC PDF.pc3
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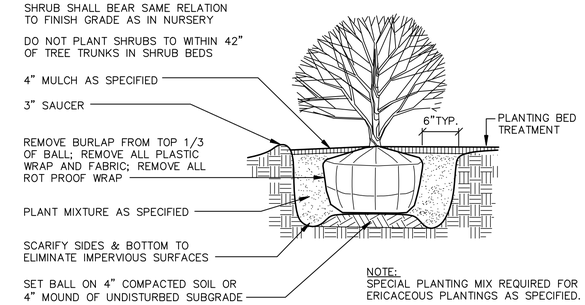
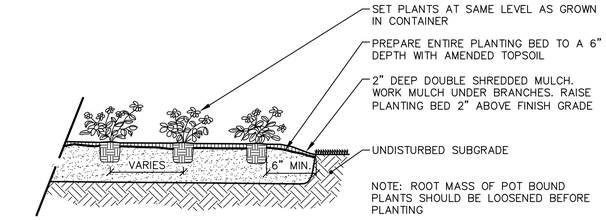


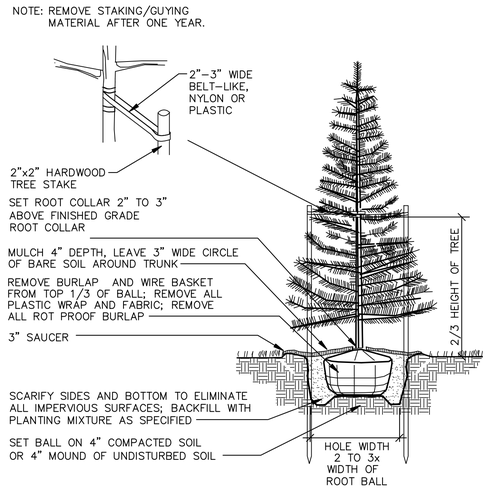
SHRUB PLANTING DETAIL

NOT TO SCALE



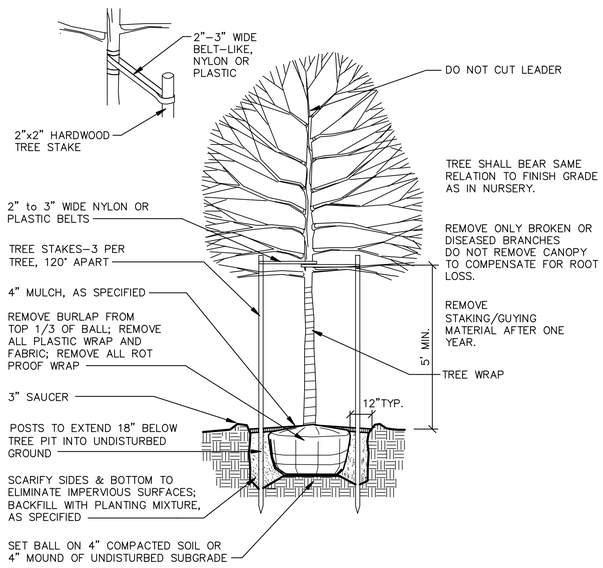
ANNUAL AND PERENNIAL PLANTING DETAIL

NOT TO SCALE



EVERGREEN TREE PLANTING DETAIL

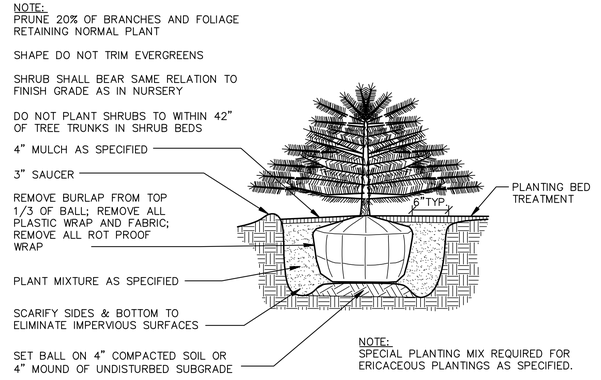
NOT TO SCALE



NOTE: NO STAKING IS REQUIRED FOR FLOWERING TREES.

DECIDUOUS TREE PLANTING DETAIL

2-1/2" CAL. OR SMALLER NOT TO SCALE



EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

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ROBERT C. WAGNER
60475
PROFESSIONAL ENGINEER

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LANDSCAPE DETAILS

15

JOB No. 20067
REVISIONS:
REV. DATE

DATE: 09/18/25
SHEET 15 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
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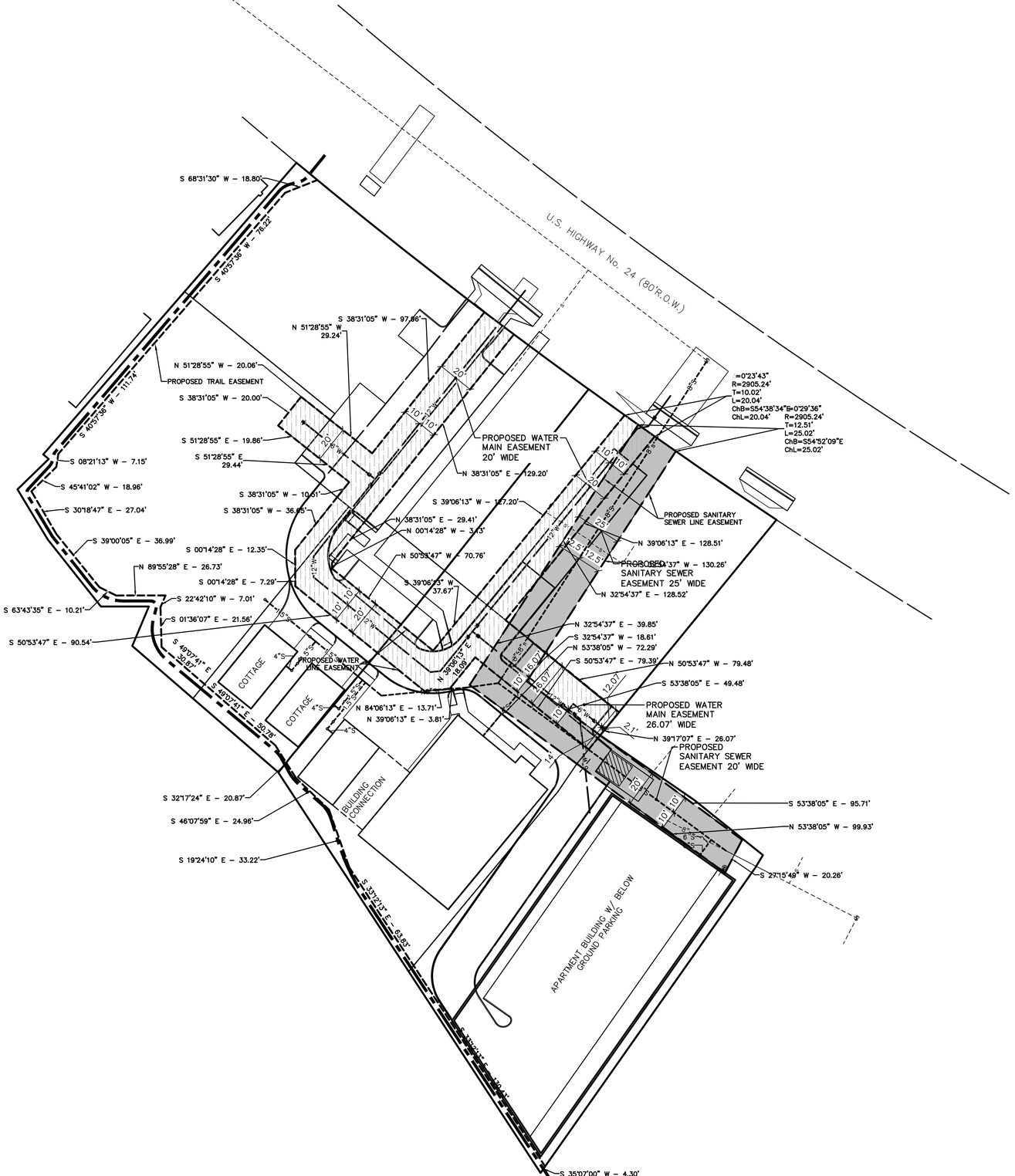

SCALE: 1" = 30'

0 30 60 90

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

NOTES

1. A NON EXCLUSIVE WATER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE TOWN OF MINTURN FOR MAINTENANCE AND OPERATION OF THE WATER SYSTEM.
2. A NON EXCLUSIVE SEWER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE TOWN OF MINTURN FOR MAINTENANCE AND OPERATION OF THE WATER SYSTEM.

LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED R.O.W. (RIGHT-OF-WAY)
- WATER MAIN EASEMENT
- SANITARY SEWER EASEMENT
- SNOW STORAGE AREA

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MIDTOWN VILLAGE FINAL PUD

WATER AND SANITARY SEWER EASEMENTS

16

JOB No. 20067
REVISIONS:
REV. DATE

DATE: 09/18/25
SHEET 16 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
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m:\civil3d_proj\20067\final site plan\20067PM1.dwg, 11/20/2025 4:34 PM, Colton M. Wallace, 16 WATER AND SANITARY SEWER EASEMENTS. MCLLC PDF.pc3
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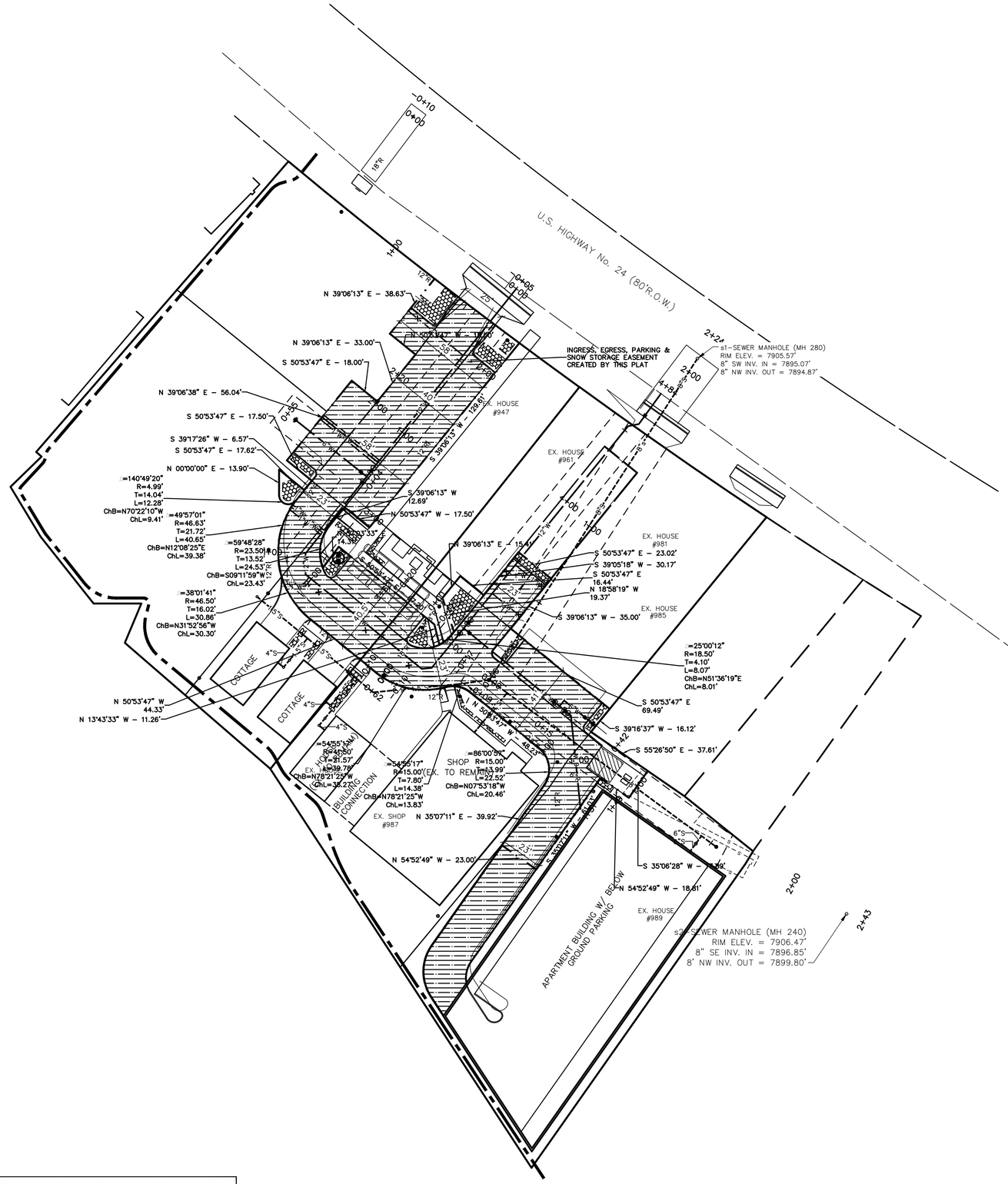

SCALE: 1" = 30'

0 30 60 90

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

NOTES

1. A NON EXCLUSIVE WATER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE TOWN OF MINTURN FOR MAINTENANCE AND OPERATION OF THE WATER SYSTEM.
2. A NON EXCLUSIVE SEWER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE TOWN OF MINTURN FOR MAINTENANCE AND OPERATION OF THE WATER SYSTEM.

LEGEND

- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- WV — EXISTING WATER VALVE
- r — EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- s — EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- W WELL
- FENCE
- S — PROPOSED SANITARY SEWER
- W — PROPOSED WATER MAIN
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED R.O.W. (RIGHT-OF-WAY)
- DRIVEWAY EASEMENT
- SNOW STORAGE AREA

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DRIVE EASEMENT

17

DATE: 09/18/25
SHEET 17 OF 45
CADD: KJV
ENG: CMW
PM: ROW
TECH:
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JOB No. 20067

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m:\civil3d_proj\20067\final site plan\20067PM2.dwg, 11/20/2025 4:34 PM, Colton M. Wallace, 17 DRIVE EASEMENT, MCLLC PDF.pc3
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TRACER WIRE PLAN

GENERAL
TRACER WIRE SHALL BE INSTALLED WITH ALL BURIED MAIN AND SERVICE PIPELINES IN THE WATER AND WASTEWATER SYSTEM. ALL TRACER WIRE SHALL HAVE HDPE INSULATION INTENDED FOR DIRECT BURY, COLOR CODED PER AMERICAN PUBLIC WORKS ASSOCIATION (APWA) STANDARD FOR THE SPECIFIC UTILITY BEING MARKED. WIRE INSULATION FOR POTABLE WATER WILL BE COLORED BLUE AND WIRE INSULATION FOR WASTEWATER WILL BE COLORED GREEN. WIRE INSULATION FOR THE LEAD FROM THE GROUNDING ANODE WILL BE COLORED RED.
OPEN TRENCH - TRACER WIRE SHALL BE #12 AWG COPPER CLAD STEEL, OR SOLID COPPER, HIGH STRENGTH WITH MINIMUM 300 LB. BREAK LOAD, WITH MINIMUM 30 MIL HDPE INSULATION THICKNESS. APPROVED MANUFACTURER: COPPERHEAD INDUSTRIES, PRO LINE SAFETY PRODUCTS, OR APPROVED EQUAL.

CONNECTORS
ALL MAINLINE TRACER WIRE MUST BE INTERCONNECTED IN INTERSECTIONS, AT MAINLINE TEES AND MAINLINE CROSSES. AT TEES, THE THREE WIRES SHALL BE JOINED USING A SINGLE 3-WAY LOCKABLE CONNECTOR. AT CROSSES, THE FOUR WIRES SHALL BE JOINED USING A 4-WAY CONNECTOR. USE OF TWO 3-WAY CONNECTORS WITH A SHORT JUMPER WIRE BETWEEN THEM IS AN ACCEPTABLE ALTERNATIVE. DIRECT BURY WIRE CONNECTORS – SHALL INCLUDE 3-WAY LOCKABLE CONNECTORS AND MAINLINE TO LATERAL LUG CONNECTORS SPECIFICALLY MANUFACTURED FOR USE IN UNDERGROUND TRACER WIRE INSTALLATION. CONNECTORS SHALL BE DIELECTRIC SILICONE FILLED TO SEAL OUT MOISTURE AND CORROSION, AND SHALL BE INSTALLED IN A MANNER SO AS TO PREVENT ANY UNINSULATED WIRE EXPOSURE. NON LOCKING FRICTION FIT, TWIST ON OR TAPED CONNECTORS ARE PROHIBITED. APPROVED MANUFACTURERS: BURNDY SPLIT BOLD CONNECTOR, COPPER TO COPPER, SQUARE HEAD WITH KING INNOVATION SPLIT BOLT AQUA HOUSING 6910S OR COPPERHEAD INDUSTRIES SNAKEBITE CONNECTOR, OR APPROVED EQUALS.

TERMINATION/ ACCESS
ALL TRACER WIRE TERMINATION POINTS AT WATER SERVICE CURB STOPS AND SEWER SERVICE CLEANOUTS MUST UTILIZE AN APPROVED TRACER WIRE ACCESS BOX (ABOVE GROUND ACCESS BOX OR GRADE LEVEL/IN-GROUND ACCESS BOX AS APPLICABLE), SPECIFICALLY MANUFACTURED FOR THIS PURPOSE AS SPECIFIED BELOW FOR THE TYPE OF PIPELINE. ALL GRADE LEVEL/IN-GROUND ACCESS BOXES SHALL BE APPROPRIATELY IDENTIFIED WITH "SEWER" OR "WATER" CAST INTO THE CAP AND BE COLOR CODED. A MINIMUM OF TWO (2) FEET OF SERVICE LOOP WIRE IS REQUIRED IN ALL TRACER WIRE ACCESS BOXES AFTER MEETING FINAL ELEVATION. ALL TRACER WIRE ACCESS BOXES MUST INCLUDE A MANUALLY INTERRUPTIBLE CONDUCTIVE/CONNECTIVE LINK BETWEEN THE TERMINAL(S) FOR THE TRACER WIRE CONNECTION AND THE TERMINAL FOR THE GROUNDING ANODE WIRE CONNECTION. GROUNDING ANODE WIRE SHALL BE CONNECTED TO THE IDENTIFIED (OR BOTTOM) TERMINAL ON ALL ACCESS BOXES.

GROUNDING
TRACER WIRE MUST BE PROPERLY GROUNDED AT ALL DEAD ENDS/STUBS AND AT ALL CONNECTION POINTS TO EXISTING SYSTEMS WITHOUT TRACER WIRE. GROUNDING OF TRACER WIRE SHALL BE ACHIEVED BY USE OF A DRIVE-IN MAGNESIUM GROUNDING ANODE ROD WITH A MINIMUM OF 20 FEET OF #12 RED HDPE INSULATED COPPER CLAD STEEL OR SOLID COPPER WIRE CONNECTED TO ANODE (MINIMUM 1 LB.) SPECIFICALLY MANUFACTURED FOR THIS PURPOSE, AND BURIED AT THE SAME ELEVATION AS THE UTILITY. WHEN GROUNDING THE TRACER WIRE AT DEAD ENDS/STUBS, THE GROUNDING ANODE SHALL BE INSTALLED IN A DIRECTION 180 DEGREES OPPOSITE OF THE TRACER WIRE, AT THE MAXIMUM POSSIBLE DISTANCE. WHERE THE ANODE WIRE WILL BE CONNECTED TO A TRACER WIRE ACCESS BOX, A MINIMUM OF TWO (2) FEET OF SERVICE LOOP IS REQUIRED AFTER MEETING FINAL ELEVATION.

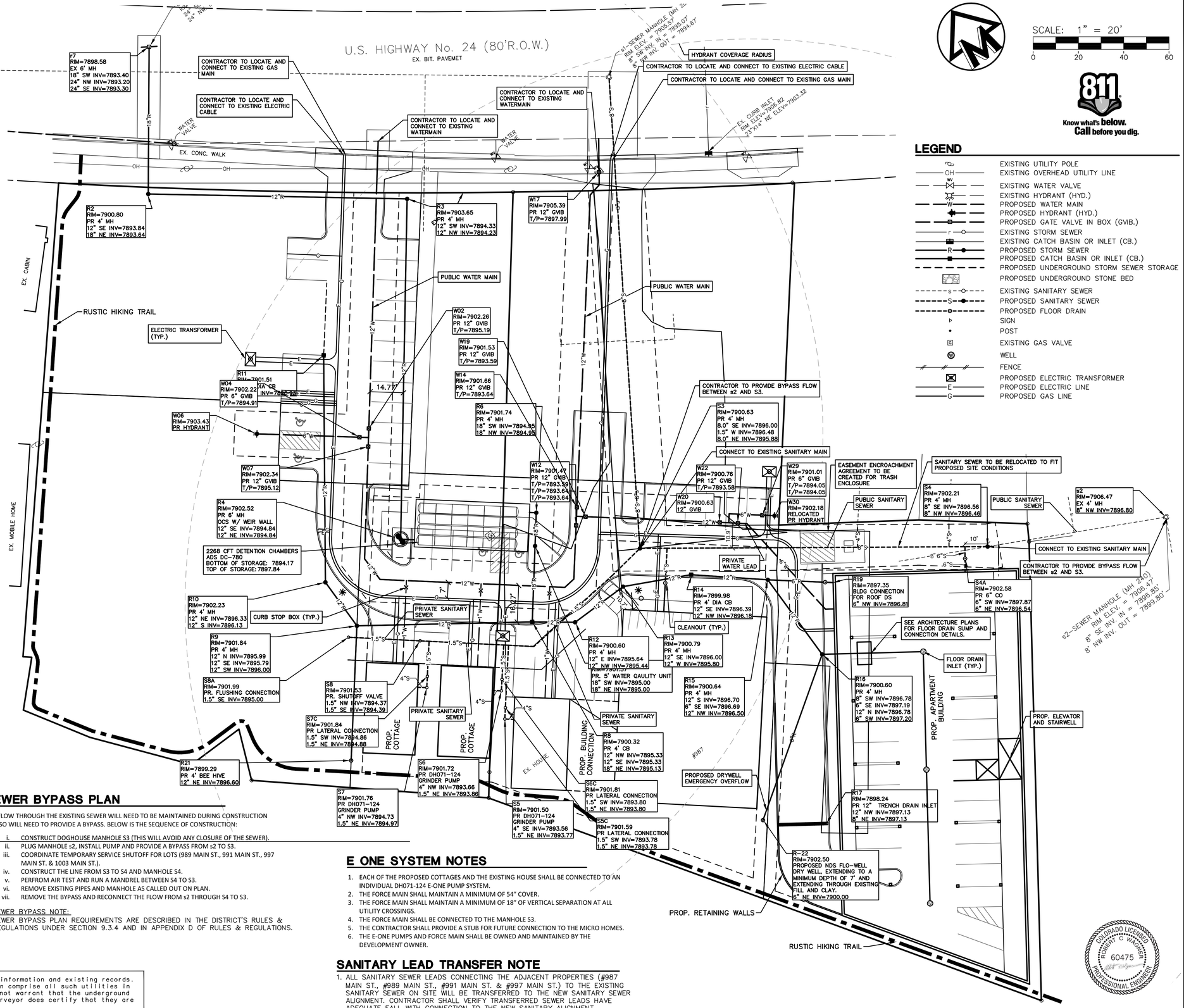
TRACER WIRE INSTALLATION SHALL BE PERFORMED IN SUCH A MANNER THAT ALLOWS PROPER ACCESS FOR CONNECTION OF LINE TRACING EQUIPMENT, PROPER LOCATING OF WIRE WITHOUT LOSS OR DETERIORATION OF LOW FREQUENCY (512HZ) SIGNAL FOR DISTANCES IN EXCESS OF 1,000 LINEAR FEET, AND WITHOUT DISTORTION OF SIGNAL CAUSED BY MULTIPLE WIRES BEING INSTALLED IN CLOSE PROXIMITY TO ONE ANOTHER. TRACER WIRE SYSTEMS MUST BE INSTALLED AS A SINGLE CONTINUOUS WIRE, EXCEPT WHERE USING APPROVED CONNECTORS. NO LOOPING OR COILING OF WIRE IS ALLOWED. ANY DAMAGE OCCURRING DURING INSTALLATION OF THE TRACER WIRE MUST BE IMMEDIATELY REPAIRED BY REMOVING THE DAMAGED WIRE, AND INSTALLING A NEW SECTION OF WIRE WITH APPROVED CONNECTORS. TAPING AND/OR SPRAY COATING ARE PROHIBITED. TRACER WIRE SHALL BE INSTALLED AT THE TOP HALF OF THE PIPE AND SECURED (TAPED/TIED) AT FIVE (5) FEET INTERVALS. TRACER WIRE MUST BE PROPERLY GROUNDED AS SPECIFIED.

AT ALL WATER AND WASTEWATER MAINLINE DEAD-ENDS, AND AT WATER SERVICE LINE CURB STOPS AND WASTEWATER SERVICE LINE CLEANOUTS CLOSEST TO THE PROPERTY BEING SERVED, TRACER WIRE SHALL GO TO GROUND USING AN APPROVED CONNECTION TO A DRIVE-IN MAGNESIUM GROUNDING ANODE ROD, BURIED AT THE SAME DEPTH AS THE SERVICE. (SEE GROUNDING) IF NO MAINLINE TRACER WIRE EXISTS AT A CONNECTION POINT, MAINLINE TRACE WIRE SHALL NOT BE CONNECTED TO EXISTING CONDUCTIVE PIPES. TREAT AS A MAINLINE DEAD END, GROUND USING AN APPROVED WATERPROOF CONNECTION TO A GROUNDING ANODE BURIED AT THE SAME DEPTH AS THE MAIN. ALL SERVICE LATERAL TRACER WIRE SHALL BE A SINGLE WIRE, CONNECTED TO THE MAINLINE TRACER WIRE USING A MAINLINE TO LATERAL LUG CONNECTOR, INSTALLED WITHOUT CUTTING/SPLICING THE MAINLINE TRACER WIRE. IN OCCURRENCES WHERE AN EXISTING TRACER WIRE IS ENCOUNTERED ON AN EXISTING UTILITY THAT IS BEING EXTENDED OR TIED INTO, THE NEW TRACER WIRE AND EXISTING TRACER WIRE SHALL BE CONNECTED USING APPROVED SPLICE CONNECTORS.

SANITARY SEWER SYSTEM
A MAINLINE TRACER WIRE MUST BE INSTALLED, WITH ALL SERVICE LATERAL TRACER WIRE PROPERLY CONNECTED TO THE MAINLINE TRACER WIRE, TO ENSURE FULL TRACING/LOCATING CAPABILITIES FROM A SINGLE CONNECTION POINT. TRACER WIRE ON ALL SEWER SERVICE LATERALS MUST TERMINATE AT AN APPROVED TRACER WIRE ACCESS BOX COLOR CODED GREEN AND LOCATED DIRECTLY ADJACENT TO THE SEWER SERVICE CLEANOUT CLOSEST TO THE STRUCTURE BEING SERVED. A GROUNDING ANODE SHALL BE INSTALLED BENEATH THE CLEANOUT AT THE DEPTH OF THE SERVICE. ACCESS BOX APPROVED MANUFACTURER: COPPERHEAD INDUSTRIES SNAKE-PIT OR APPROVED EQUAL.

ERWSD Standard Plan Notes

1. All materials, workmanship, and construction shall meet or exceed the standards and specifications set forth in the Eagle River Water and Sanitation District Rules and Regulations. Where there is conflict between these plans and the Rules and Regulations or any applicable standards, the more stringent standard shall apply. All work shall be inspected and approved by the ERWSD Inspector.
2. The contractor shall schedule a mandatory pre-construction meeting at the construction site a minimum of three (3) business days after the plans have been submitted. Participants shall include but are not limited to the Applicant, contractor, excavator, engineer, and the district representative. Construction may begin once the meeting has concluded, and the ERWSD Inspector has signed off.
3. The contractor shall have one (1) signed copy of the approved plans, one (1) copy of the appropriate criteria and specifications, and a copy of any permits and extension agreements needed for the job onsite at all times.
4. The contractor shall provide a complete bill of materials for all proposed water and wastewater infrastructure.
5. The contractor shall be responsible for all aspects of safety including, but not limited to, excavation, trenching, shoring, traffic control, and security.
6. If during the construction process conditions are encountered which could indicate a situation that is not identified in the plans or specifications, the contractor shall contact the ERWSD Inspector immediately.
7. The contractor shall submit traffic control plans as approved by the appropriate governing agency.
8. The contractor is responsible for providing all labor and materials necessary for the completion of the intended improvements shown on the drawings or as designated to be provided, installed, or constructed unless specifically noted otherwise.
9. The contractor shall be responsible for recording as-built information on a set of record drawings kept on the construction site and available to the ERWSD Inspector at all times. All as-built information shall be field surveyed under the direct care and supervision of a licensed Professional Land Surveyor.
10. The contractor shall obtain locates prior to any excavation.
11. The contractor is responsible for any damage to any utility facilities as a result of their actions. The contractor shall make the required repairs immediately to the satisfaction of the affected utility.
12. Eagle River Water and Sanitation District does not guarantee the accuracy of the locations of existing pipelines, manholes, hydrants, valves and service lines. If field conditions are found to be different than shown on the plans, the contractor shall notify the inspector and design engineer immediately.
13. All trenching and backfill shall be in accordance with Appendix E of the ERWSD Rules and Regulations.



LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT (HYD.)
- PROPOSED WATER MAIN
- PROPOSED HYDRANT (HYD.)
- PROPOSED GATE VALVE IN BOX (GVIB.)
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET (CB.)
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET (CB.)
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED UNDERGROUND STONE BED
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE

SCALE: 1" = 20'
0 20 40 60

Know what's below. Call before you dig.

SEWER BYPASS PLAN

THE FLOW THROUGH THE EXISTING SEWER WILL NEED TO BE MAINTAINED DURING CONSTRUCTION AND SO WILL NEED TO PROVIDE A BYPASS. BELOW IS THE SEQUENCE OF CONSTRUCTION:

i. CONSTRUCT DOGHOUSE MANHOLE S3 (THIS WILL AVOID ANY CLOSURE OF THE SEWER).
ii. PLUG MANHOLE s2, INSTALL PUMP AND PROVIDE A BYPASS FROM s2 TO S3.
iii. COORDINATE TEMPORARY SERVICE SHUTOFF FOR LOTS (989 MAIN ST., 991 MAIN ST., 997 MAIN ST. & 1003 MAIN ST.).
iv. CONSTRUCT THE LINE FROM S3 TO S4 AND MANHOLE S4.
v. PERFROM AIR TEST AND RUN A MANDREL BETWEEN S4 TO S3.
vi. REMOVE EXISTING PIPES AND MANHOLE AS CALLED OUT ON PLAN.
vii. REMOVE THE BYPASS AND RECONNECT THE FLOW FROM s2 THROUGH S4 TO S3.

SEWER BYPASS NOTE:
SEWER BYPASS PLAN REQUIREMENTS ARE DESCRIBED IN THE DISTRICT'S RULES & REGULATIONS UNDER SECTION 9.3.4 AND IN APPENDIX D OF RULES & REGULATIONS.

E ONE SYSTEM NOTES

1. EACH OF THE PROPOSED COTTAGES AND THE EXISTING HOUSE SHALL BE CONNECTED TO AN INDIVIDUAL DH071-124 E-ONE PUMP SYSTEM.
2. THE FORCE MAIN SHALL MAINTAIN A MINIMUM OF 54" COVER.
3. THE FORCE MAIN SHALL MAINTAIN A MINIMUM OF 18" OF VERTICAL SEPARATION AT ALL UTILITY CROSSINGS.
4. THE FORCE MAIN SHALL BE CONNECTED TO THE MANHOLE S3.
5. THE CONTRACTOR SHALL PROVIDE A STUB FOR FUTURE CONNECTION TO THE MICRO HOMES.
6. THE E-ONE PUMPS AND FORCE MAIN SHALL BE OWNED AND MAINTAINED BY THE DEVELOPMENT OWNER.

SANITARY LEAD TRANSFER NOTE

1. ALL SANITARY SEWER LEADS CONNECTING THE ADJACENT PROPERTIES (#987 MAIN ST., #989 MAIN ST., #991 MAIN ST. & #997 MAIN ST.) TO THE EXISTING SANITARY SEWER ON SITE WILL BE TRANSFERRED TO THE NEW SANITARY SEWER ALIGNMENT. CONTRACTOR SHALL VERIFY TRANSFERRED SEWER LEADS HAVE ADEQUATE FALL WITH CONNECTION TO THE NEW SANITARY ALIGNMENT

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COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

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JEFFREY D. ARMISTEAD
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MIDTOWN VILLAGE FINAL PUD

OVERALL UTILITY PLAN

18

DATE: 09/18/25
SHEET 18 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067UT1

JOB No. 20067
REVISIONS:
REV. DATE

m:\civil\34_pro\20067\final site plan\20067PWI.dwg, 11/20/2025 4:34 PM, Colton M. Wallace, 19 WATER MAIN PLAN AND PROFILE VIEW 1, MCLLC PDF pc3
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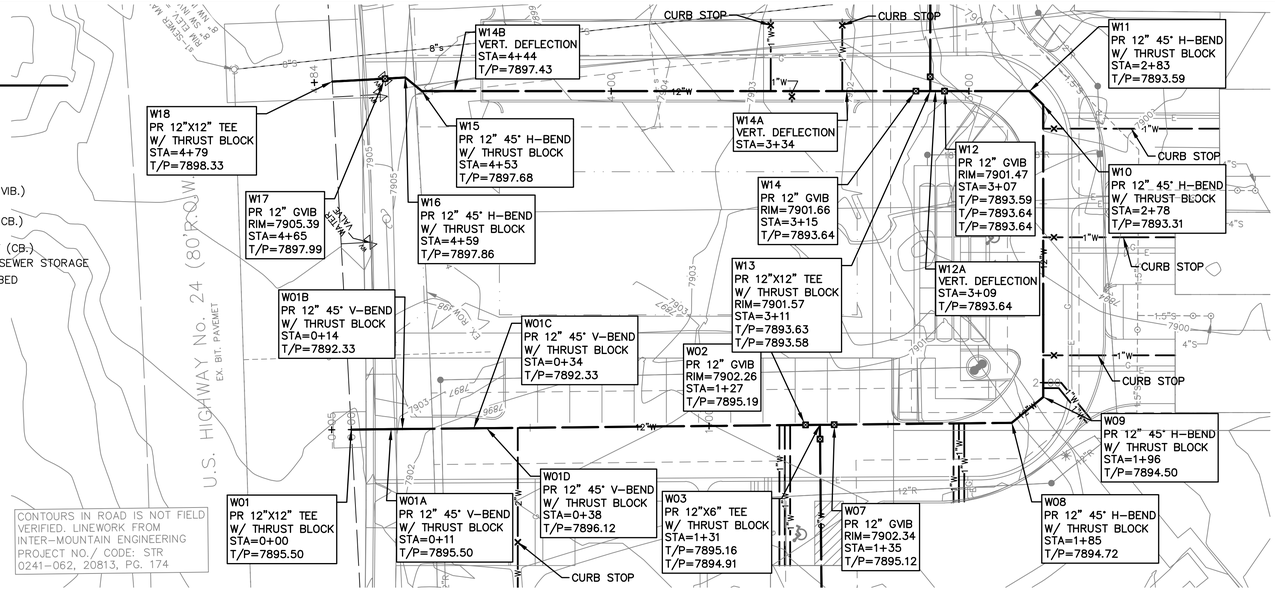
LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT (HYD.)
- PROPOSED WATER MAIN
- PROPOSED HYDRANT (HYD.)
- PROPOSED GATE VALVE IN BOX (GVIB.)
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET (CB.)
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET (CB.)
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED UNDERGROUND STONE BED
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED ELEC. TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE



HORZ. SCALE: 1" = 20'
0 20 40 60
VERT. SCALE: 1" = 2'
0 2 4 6

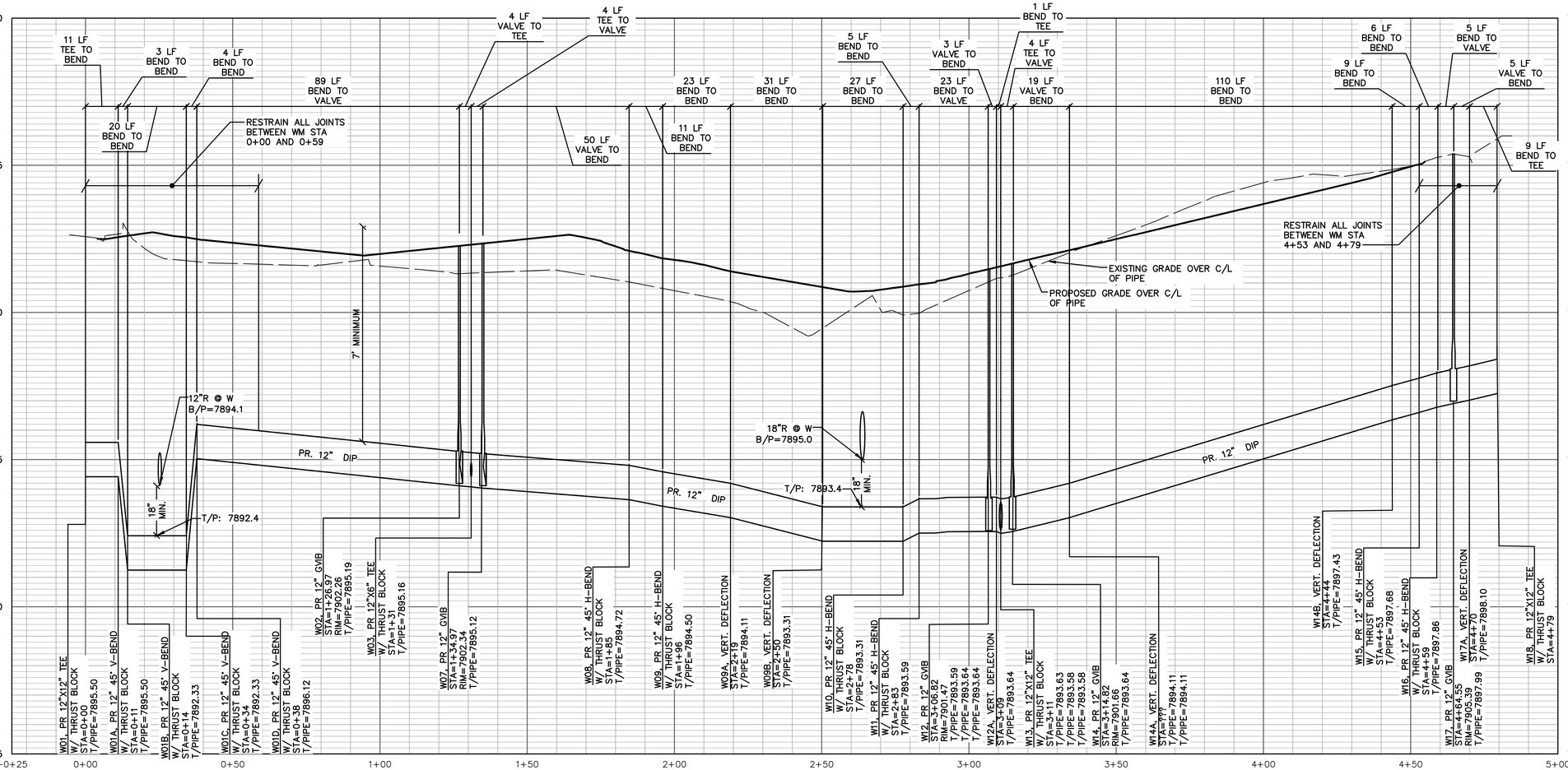
811 Know what's below. Call before you dig.

ERWSD Water Main Plan Notes

1. All water main construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. Water mains shall be a minimum of 8 inches in diameter, with the exception of fire hydrant laterals.
3. Water mains shall be installed with a minimum of 7 feet of cover and a maximum of 9.5 feet of cover to the top of pipe.
4. Pipe deflections shall not exceed pipe manufacturers maximum allowable deflection or values in ERWSD Rules and Regulations Appendix C- 2.6.9 Table C-1.
5. Ductile iron pipe water mains shall be encased in PE Wrap per ERWSD Rules and regulations Article C-3.2.9
6. Water mains shall have tracer wire installed meeting ERWSD requirements per ERWSD Rules and Regulations Appendix E-1.12
7. Water mains shall have water specific marking tape installed 24 inches above the water main.
8. Water mains shall be bedded per ERWSD Rules and Regulations Appendix E, Detail E-01.
9. Water mains parallel to non-potable water shall be installed a minimum of 10 feet away horizontally.
10. Water mains shall be tested in accordance with ERWSD Rules and Regulations Article 9.3.3.

ERWSD Water Service Line Plan Notes

1. All water service line construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. Each individually metered unit shall have its own independent water service line.
3. Residential water service lines should be 1 inch, 1.5 inches, or 2 inches, designed not to exceed a velocity of 10 ft/sec, and approved by the District Plan Review Engineer.
4. Water service lines shall be constructed along the shortest and straightest route possible.
5. Water service line taps shall be a minimum of 18 inches apart.
6. Prior to a new tap, any and all existing water service line stub outs shall be abandoned per ERWSD Rules and Regulations Appendix B-2.11.
7. ~~Water service lines that are 1 inch through 2 inch shall be copper or polyethylene and all water service lines 4 inches or greater shall be ductile iron. All materials must meet the requirements in ERWSD Rules and Regulations Appendix B 2.1~~
8. Water service line curb stops shall be located within 1 foot of the property line, edge of ROW or edge of easement (whichever is closest to the water main).
9. Water service lines shall be installed with a minimum cover of 7 feet and a maximum cover of 9.5 feet to the top of the pipe.
10. Water service lines must be installed with tracer wire per ERWSD Rules and Regulations Appendix E-1.12.
11. Water service lines parallel to non-potable water shall be installed a minimum of 10 feet away horizontally.
12. Refer to ERWSD Rules and Regulations Appendix B section 2.3 for requirements at all crossings with non-potable water.



PRIVATE WM TEE TO TEE

NOTES

1. ALL WATER MAIN AND SERVICE LINE CONSTRUCITON SHALL BE IN ACCORDANCE WITH MINTURN AND ERWSD REGULATIONS. MINTURN REGULATIONS GOVERN, ERWSD REGULATIONS ARE SECONDARY.
2. ALL HYDRANT LATERALS SHALL BE RESTRAINED.
3. ALL WATER MAIN SHALL BE POLYETHYLENE WRAPPED DUCTILE IRON.
4. ALL WATER SERVICE LEADS SHALL BE TYPE K COPPER.

WATER MAIN SHUTDOWN NOTES

1. WATER MAIN SHUTDOWN NOTES ARE REQUIREMENTS.
2. THE TOWN, FIRE DEPARTMENT, AND ANY AFFECTED PROPERTIES SHALL BE PROVIDED WITH A "HEADS UP" NOTICE TWO WEEKS IN ADVANCE OF A SCHEDULED WATER SHUTDOWN.
3. THE TOWN, FIRE DEPARTMENT AND AFFECTED PROPERTIES SHALL BE PROVIDED WITH DIRECT 48 HOUR NOTICE IN ADVANCE OF A SHUTDOWN.
4. CONNECTIONS TO THE EXISTING WATER MAIN ARE LIMITED TO ONE SINGLE CONNECTION AT ANY ONE TIME.
5. THERE SHALL BE A MINIMUM OF ONE WEEK BETWEEN SCHEDULED SHUTDOWNS.
6. THE MAXIMUM TIME ALLOWED FOR ANY SHUTDOWN OF SERVICE IS 6 HOURS.
7. SHUTDOWNS ARE NOT ALLOWED ON FRIDAY.
8. PRIOR TO SCHEDULING A CONNECTION TO THE EXISTING WATER MAIN, THE CONTRACTOR SHALL CONFIRM WITH THE TOWN THAT TANK 2 IS IN SERVICE. IF TANK 2 IS NOT IN SERVICE, CONTRACTOR SHALL COORDINATE ANY NECESSARY FIRE PROTECTION REQUIREMENTS WITH THE FIRE DEPARTMENT.
9. MINTURN PUBLIC WORKS MUST BE ONSITE TO INSPECT EACH TIE-IN TO THE EXISTING MAIN.
10. THE TOWN SUGGESTS THAT THE MAIN BE EXPOSED THE DAY BEFORE THE TIE-IN TO MINIMIZE THE TIME REQUIRED FOR AN OUTAGE.
11. CDOT UTILITY PERMITS WILL BE REQUIRED FOR WORK IN THE US 24 RIGHT OF WAY. PERMITS SHALL BE PROVIDED AT FINAL PLAN.

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MIDTOWN VILLAGE FINAL PUD

WATER MAIN PLAN AND PROFILE VIEW 1

19

JOB No. 20067
REVISIONS:

REV.	DATE: 09/18/25
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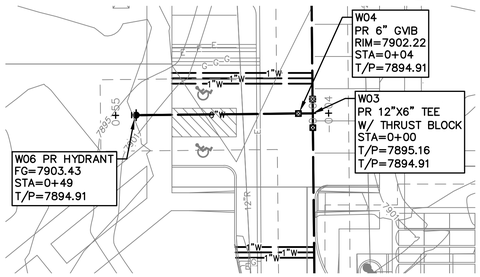

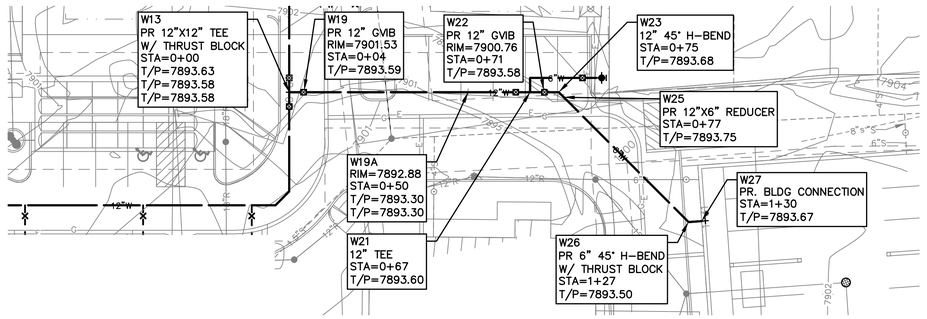

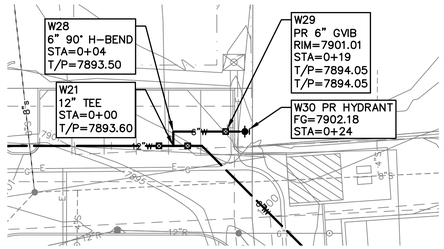

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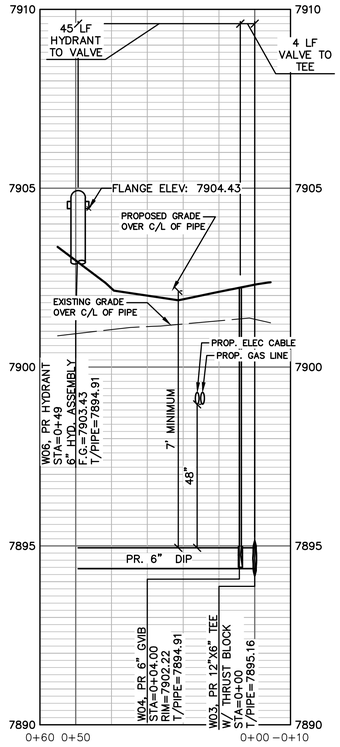
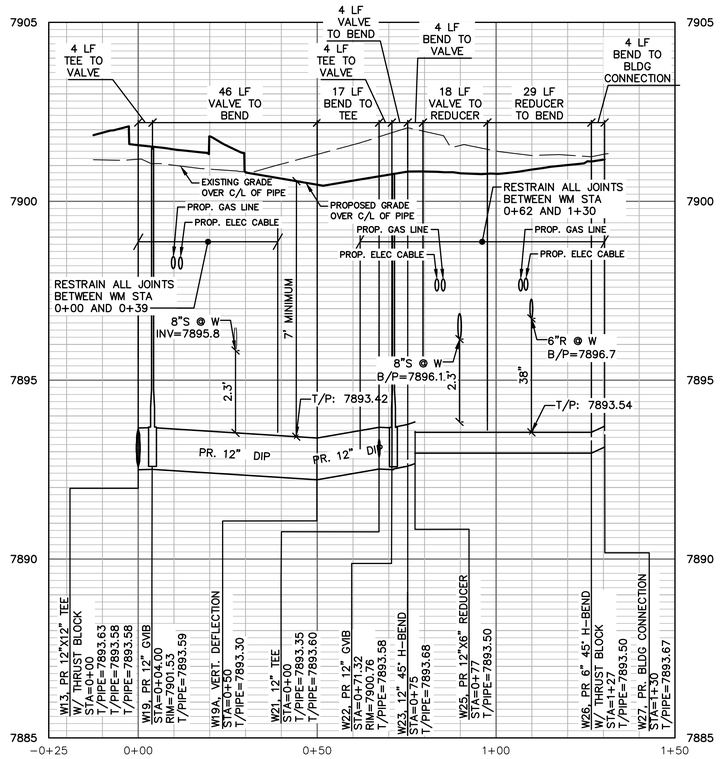
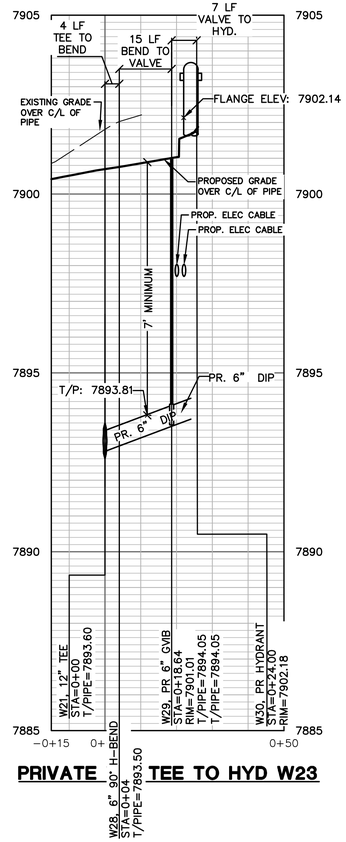


PRIVATE WM TEE TO HYD 06



PRIVATE WM TEE TO APARTMENT BLDG



PRIVATE TEE TO HYD W23

ERWSD Water Main Plan Notes

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NOTES

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- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
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- PROPOSED WATER MAIN
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- EXISTING STORM SEWER
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- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET (CB)
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED UNDERGROUND STONE BED
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
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MIDTOWN VILLAGE FINAL PUD

WATER MAIN PLAN AND PROFILE VIEW 2

20

DATE: 09/18/25
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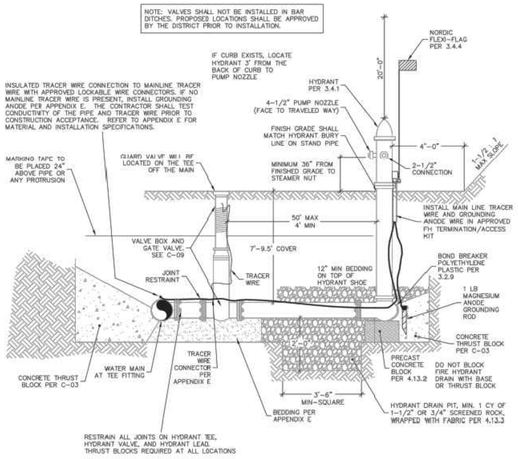
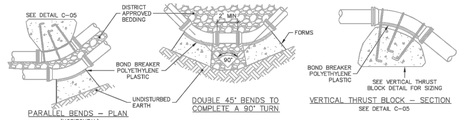


DETAIL
FIRE HYDRANT ASSEMBLY



200 PSI WORKING	REQUIRED MINIMUM BEARING SURFACE AREA (SF)					
	SIZE OF PIPE	BENDS				TEE OR DEAD END
		11-1/4°	22-1/2°	45°	90°	
	4"-8"	1.2	2.5	4.8	8.9	6.3
	10"	1.9	3.8	7.5	13.9	9.8
	12"	2.8	5.5	10.8	20.0	14.1
	16"	4.9	9.8	19.2	35.5	25.1
	18"	6.2	12.4	24.3	45.0	31.8
	20"	7.7	15.3	30.1	55.5	39.3
	24"	11.1	22.1	43.3	80.0	56.5

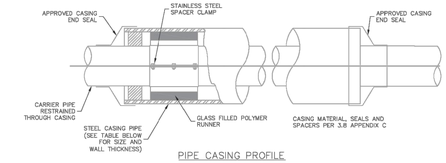
THE MINIMUM BEARING SURFACE AREAS ARE PROVIDED FOR 200 PSI WORKING PIPE PRESSURE + 50 PSI SURGE (250 PSI TOTAL) AND 2,000 PSF SOIL BEARING CAPACITY. IF PRESSURE IS HIGHER OR SOIL BEARING POTENTIAL LOWER, CONSULT DISTRICT.

250 PSI WORKING	REQUIRED MINIMUM BEARING SURFACE AREA (SF)					
	SIZE OF PIPE	BENDS				TEE OR DEAD END
		11-1/4°	22-1/2°	45°	90°	
	4"-8"	1.5	2.9	5.8	10.7	7.5
	10"	2.3	4.6	9.0	16.7	11.8
	12"	3.3	6.6	13.0	24.0	17.0
	16"	5.9	11.8	23.1	42.7	30.2
	18"	7.5	14.9	29.2	54.0	38.2
	20"	9.2	18.4	36.1	66.6	47.1
	24"	13.3	26.5	51.9	96.0	67.9

THE MINIMUM BEARING SURFACE AREAS ARE PROVIDED FOR 250 PSI WORKING PIPE PRESSURE + 50 PSI SURGE (300 PSI TOTAL) AND 2,000 PSF SOIL BEARING CAPACITY. IF PRESSURE IS HIGHER OR SOIL BEARING POTENTIAL LOWER, CONSULT DISTRICT.

GENERAL NOTES
1. MEGALUGS SHALL BE USED IN CONJUNCTION WITH ALL FITTINGS THAT REQUIRE THE USE OF THRUST BLOCKS.
2. REFER TO DISTRICT STANDARDS IN APPENDIX C SECTION 3.6 FOR REQUIREMENTS.
3. THRUST BLOCKS SHALL BE INSTALLED SO THAT ALL JOINTS ARE ACCESSIBLE. POLYWRAP FITTINGS PRIOR TO POURING THRUST BLOCK. EXTEND WRAP TO ENCLOSE ALL FITTINGS AND BOLTS.
4. ALL THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL & FORMS PER APPENDIX C 4.14.
5. BLOCK HEIGHT SHALL BE ESTABLISHED SUCH THAT THE CALCULATED BLOCK WIDTH IS BETWEEN ONE AND TWO TIMES THE HEIGHT.
6. BOND BREAKER PER APPENDIX C 3.2.10.

DETAIL
CONCRETE
THRUST BLOCKS

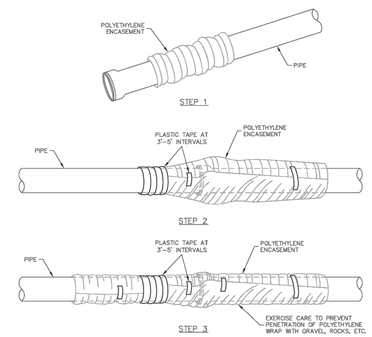


GENERAL NOTES
1. FOLLOW MANUFACTURER'S RECOMMENDATION, IF IN CONFLICT WITH ERWSD STANDARDS, USE MORE RESTRICTIVE SPECIFICATION.
2. CARRIER PIPE SHALL BE CENTERED AND ALL JOINTS RESTRAINED IN & THROUGH THE CASING PIPE.
3. WATER MAINS SHALL BE ENCASED SEPARATELY FROM OTHER UTILITIES.
4. ALL FASTENERS SHALL BE T-304 STAINLESS STEEL.
5. ALL CAD WELDS SHALL BE CONNECTED TO PIPE.
6. MAXIMUM DISTANCE BETWEEN SPACERS SHALL BE 6 FEET ON CENTER.

CARRIER PIPE NOMINAL #	CASING PIPE	
	MIN OD	MIN WALL THICKNESS
4"	12"	0.25"
6"	16"	0.3125"
8"	18"	0.3125"
12"	22"	0.375"
16"	28"	0.500"
20"	32"	0.500"

DETAIL
WATER CASING

USE OF POLYETHYLENE WRAP FOR CORROSIVE SOILS



FIELD INSTALLATION - POLYETHYLENE WRAP

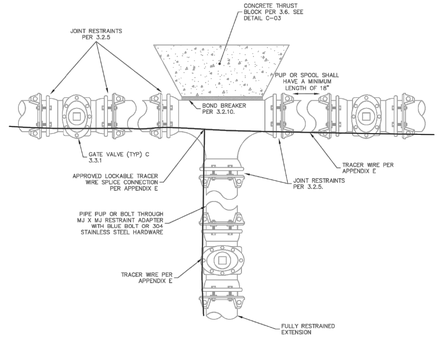
STEP 1 - PLACE POLYETHYLENE MATERIAL ON PIPE PRIOR TO LOWERING IT INTO PLACE.

STEP 2 - PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH TAPE TO HOLD THE POLYETHYLENE ENCASEMENT IN PLACE.

STEP 3 - OVERLAP FIRST TUBE WITH ADJACENT TUBE AND SECURE WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE SHALL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED ON TOP OF PIPE AND TAPED IN PLACE.

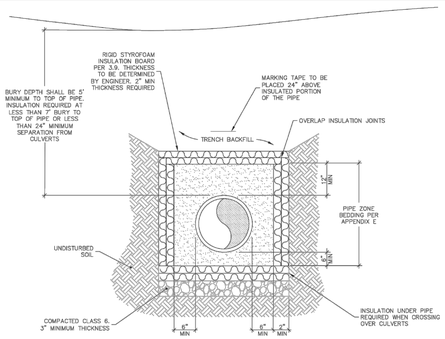
GENERAL NOTES:
1. ALL DUCTILE IRON PIPE REQUIRES THE USE OF POLYETHYLENE WRAP UNLESS APPLICANT SUBMITS A SOILS TEST INDICATING THAT NO CORROSIVE SOILS ARE PRESENT.
2. POLYETHYLENE ENCASEMENT PER APPENDIX C 3.2.10.

DETAIL
POLYETHYLENE WRAP



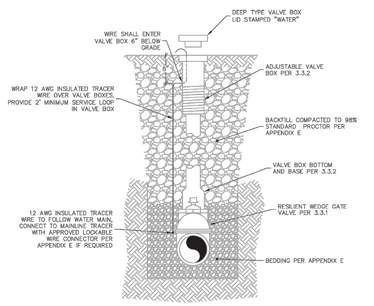
DETAIL
TEE

GENERAL NOTES
1. TEES SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS. ALL USES OF THIS APPLICATION SHALL REQUIRE PRIOR DISTRICT APPROVAL.
2. JOINT RESTRAINT DEVICES SHALL BE REQUIRED ON ALL TEE APPLICATIONS.
3. THRUST BLOCKS ALONE WILL NOT BE ACCEPTED AS A RESTRAINT.



DETAIL
MINIMUM COVER & CULVERT CROSSING INSULATION

GENERAL NOTES
1. CONDITION OF LESS THAN MINIMUM BURY DEPTH ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE DISTRICT PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DOES NOT MEET MINIMUM BURY REQUIREMENTS.
2. SEE SEWER AND WATER PIPE BEDDING DETAIL AND APPENDIX E FOR BACKFILL MATERIAL AND COMPACTION SPECIFICATIONS.
3. INSULATION SHALL BE INSTALLED ON ALL PIPES THAT DO NOT HAVE A MINIMUM OF 7' OF EFFECTIVE COVER. EFFECTIVE COVER SHALL BE DEFINED AS SEPARATION FROM COLD AIR SOURCES, INCLUDING STORM SEWERS. 1" OF INSULATION BOARD MAY BE SUBSTITUTED FOR EACH 1' OF SOIL COVER (MIN. 2" INSULATION) REQUIRED TO MEET THE MINIMUM COVER REQUIREMENT.
4. INSULATION SPECIFICATIONS PER APPENDIX C 3.9.



DETAIL
GATE VALVE &
VALVE BOX ASSEMBLY

GENERAL NOTES
1. VALVE BOX IS TO BE INSTALLED PLUMB, LEVEL, AND CENTERED ON 2" NUT.
2. IF THE DISTANCE FROM THE TOP OF THE OPERATING NUT TO THE TOP OF THE VALVE COVER IS GREATER THAN 9', A CENTERING RING AND EXTENSION STEM IS REQUIRED. THE EXTENSION MUST BE SECURED TO THE VALVE OPERATING NUT.

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MIDTOWN VILLAGE FINAL PUD

WATER SERVICE DETAILS

21

DATE: 09/18/25
SHEET 21 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067DT1

JOB No. 20067
REVISIONS:
REV. DATE

m:\civil3d_proj\20067\final site plan\20067DT1.dwg, 11/20/2025 4:35 PM, Colton M. Wallace, 22 WATER CONSTRUCTION SPECIFICATIONS, MCLLC PDF.pc3
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WATER SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTIN SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

SECTION 1 - DISTRIBUTION SYSTEM DESIGN AND LAYOUT

1.01 - Fire Protection

The number and location of fire hydrants in a given area must be approved by the Eagle River Fire Protection District. Fire hydrant branch lines shall be set at right angles to street mains. The fire hydrant shall be set at the end of the branch line and shall face the direction as dictated per the Eagle River Fire Protection District. No horizontal bends or offsets shall be used in installing fire hydrant branch lines unless approved by the Eagle River Fire Protection District. Under no circumstances shall any size or manner of tap be made on a fire hydrant branch line between the hydrant and hydrant valve. The maximum length of 6-inch main line shall not exceed 50 feet. All fire hydrant valves shall be attached to the tee off of the main line. A fire hydrant shall be installed at the end of all dead end water mains. The Applicant shall install an approved fire hydrant marker on all fire hydrants. The Applicant shall perform all fire hydrant "flow tests." Results of flow tests shall be provided to the Town and to the Eagle River Fire Protection District. All costs associated with the "flow test" shall be borne by the Applicant. The Town shall witness and oversee the "flow test" in conjunction with other appropriate governmental agencies.

1.02 - Layout of the Distribution System

A. Fire Hydrants: Fire hydrant depths shall be 7-feet to 9.5-feet. All fire hydrants will be installed within dedicated streets, right-of-ways, or easements as herein above defined. Fire hydrants shall be installed at locations approved by the Eagle River Fire Protection District and at the end of all dead-end line extensions.

SECTION 2 - MATERIAL SPECIFICATIONS

2.01 - Pipe and Fittings

All pipe and fittings used in the Town's System shall meet or exceed the latest AWWA Specifications and follow the guideline lines set forth below:

A.Tapping Sleeves: Wet taps shall only be made with the use of a tapping sleeve. The Town will allow epoxy-coated Mueller H304 (250 psi working pressure) or equivalent. No tapping sleeves will be allowed for any application with a working pressure of 150 psi or higher. For those applications where working pressure exceeds 150 psi, the Town will require the use of a tee.

2.02 - Fire Hydrants

A.Fire Hydrants: Fire hydrants shall be Mueller Centurion A423 Mountain Hydrant, which conforms to AWWA Standard C502 with a working pressure of 250 psi. They also shall be six-inch (6") mechanical joint inlet, minimum 5¼ inches, compression-type main valve that closes with pressure, two 2½-inch hose nozzles, one 4½-inch pump nozzle, nozzle threads ANSI B26. Nozzles must be easily replaceable in the field with standard tools. Operating and cap nuts must be 1½-inch, Number 17 National Standard hex main valve that open to the left. An arrow cast on top of hydrant shall indicate direction of opening. There shall be a breakable section that permits clean break at or near ground level, preventing water loss in case of breakage. Working parts must be removable for maintenance or repair without excavation. Also required are operating mechanism non-wetting, oil reservoir lubricated, with O-ring seals and barrel drain bronze mounted with at least two (2) outlets, which operate automatically with main valve. Fire hydrants must be installed at the end of all main lines. Finish grade around the fire hydrant shall be a minimum of six inches (6") to a maximum of twelve inches (12") below the flange for the final grade and paving inspection.

B.Fire Hydrant Extension Sections: New Installations: Defined as new main extensions throughout the one-year (1) warranty period. All new installations shall be installed at the standard 7-foot to 9.5-foot of cover measured from the top of the pipe to finish grade. All fire hydrants shall consist of a single solid shaft. No fire hydrant extensions will be allowed. Any special circumstance will require written approval from the Town prior to installation.
Existing Fire Hydrants: No more than one (1), two-foot (2') long, fire hydrant grade extension (extension section) shall be used or installed on fire hydrant assemblies. All hydrants shall be installed with a guard valve to isolate the hydrant for repair while maintaining service to main. No service line taps will be allowed between the guard valve and hydrant. Guard valves shall be installed on the tee off of the water main. The maximum distance from the guard valve to the fire hydrant shall not exceed fifty feet (50'). Fire hydrants shall be installed at the end of all dead-end mains.

C.Fire Hydrant Marker Flags: The Applicant shall purchase and install fire hydrant marker flags for all newly constructed fire hydrants. The required flag is a Nordic Flex Flag, FF2-72 inches.D.Fire Hydrant Depth of Bury: Fire hydrant depth of bury will conform to Manufacturer's requirements.

2.03 - Service Lines

The following represents the requirements for service line construction:

A.Copper Tubing: Copper Tubing Shall be Type K, soft copper. Connections are to be compression or silver-soldered.

B.Corporation Stops: Mueller 300 Ball Valve Number B-25008 or B25028, AWWA C800 constructed of all brass construction with compression connection.
McDonald Number 4701 BT, AWWA C800.

Ford cc/comp FB-1000-G

Ford IPS/Comp FB-1100-G

C.Curb Stops: Mueller 300 Ball Curb Valve No. B25209, Ford B44, or McDonald 6100 T. Curb stops must have compression end connections, AWWA C800.

D.Curb Boxes: For curb stops up to 1": Mueller H10314 with 89982 lid or McDonald 5601 with 5601L lid. For curb stops larger than 1": Mueller H10314 with 89982 lid and Tyler 6500 Series Enlarged Base #144809 or McDonald 5603 with 5601L lid. Shaft diameter shall be 1" and the top of the shaft shall be a minimum of 18" from final grade and lid.

E.Saddles: Ductile Iron Saddle: Mueller DE2A, JCM-402, Smith & Blair 313, Ford F202, McDonald 3825, 3826 or equal and approved by the District. The saddle must have a double flat strap design with ductile iron body. Said saddle must conform to AWWA C800.

F.Turn-On/Turn-Off of Service: All routine turn-on and turn-off of water service at a curbstop shall be performed only by Town personnel. During emergencies, a customer may turn-off the water service at the curb stop valve. The Town shall be notified of the turn-off and the circumstances at the earliest time. Only Town personnel shall turn-on the water service.

G.Repair of Service Line: Leaks, breaks and general maintenance of the water service line shall be the responsibility of the customer. The customer shall be given notice by first- class mail, that the water service line is defective and in need of repair. Customer shall institute repair or maintenance immediately. If satisfactory progress toward repairing the service line has not been completed in a timely manner or the Town determines that environmental or property damage is being caused, the Town shall shut off the water service until the service line has been repaired. In addition, the Town shall have the right to affect the repair, and the costs therefore shall constitute a lien on the property as provided for by C.R.S., 32-1-1001.

2.04 - Granular Bedding

Two types of bedding material are allowed: Screened rock and soil or select imported material, meeting the following gradation specification table:

TABLE 5.01

Sieve Size	Total Percent Passing by Weight	Screened Rock	Soil or Select Import
1½ inch maximum,			
and maximum of 10% of pipe diameter to ⅓ inch	100	100	
No. 4	0 to 10	30 to 100	
No. 200	0 to 10	0 to 50	

Minimum compaction requirement
Tamp to spring line to fill voids below pipe haunches — 90% of Standard Proctor placed at ± 3% of Optimum Moisture

The maximum particle size of pipe bedding should generally not exceed 1½ inches or 10 percent of the nominal pipe diameter, whichever is less. Bedding for small pipe such as service lines should generally have a maximum particle size not exceeding ¾ inch.

Screened rock used for waterline or sewer pipe bedding should be crushed, angular material that meets the requirements of ASTM D 2321, Class IA bedding material. The material should have not more than 10 percent passing the No. 4 (4.75 millimeter) screen, and less than 5 percent passing the No. 200 (75 micrometer) screen. The bedding should be tamped under the haunches of the pipe to spring line. Where future excavation is anticipated, the sloughing properties of screened rock when unconfined should be taken into consideration. The Town may require soil or select import. Where groundwater may be present, the use of screened rock for bedding is prohibited.

Compacted pipe bedding should meet the requirements of ASTM D 2321, Class IB, Class II, or Class III bedding material. The material should have a minimum of 30 percent passing the No. 4 screen and less than 50 percent passing the No. 200 screen. Class 6 aggregate base course per CDOT Table 703.2 conforms to this gradation criteria. The bedding should be compacted to a minimum of 90 percent at +/- 3 percent of optimum moisture content, referencing Standard Proctor (ASTM D698, AASHTO T99). Material containing 10 to 30 percent passing the No. 4 screen can be used with the following considerations: materials in this range can be expected to possess properties similar to screened rock except that compaction will be required and materials in this range may be too free-draining to be testable for compaction by ASTM D698. Flow-fill, a ½ sack (50 pounds) per cubic yard lean concrete mix as defined in the CDOT 1999 Standard Specifications for Road and Bridge Construction, Section 206.02, may be used as bedding where a combination of ease of placement, low permeability, and unconfined stability is desired.

Additional Requirements:

•Bedding materials shall be free of topsoil, organic materials, frozen matter, debris, or other deleterious materials.

•Flow-fill as specified by CDOT 1999 Standard Specifications, Section 206.02, may be used with Town approval.

•Ductile Iron Pipe may be required to be encased in loose polyethylene in conformance with ANSI/AWWA C105/A21.5 installation methods, unless site soils and proposed bedding materials are determined to be non-corrosive to iron pipe when evaluated according to Appendix A of ANSI/AWWA C105/A21.5.

•Materials not meeting these requirements shall be used only with prior written approval of the Town.

In specific areas, such as where access is extremely limited, the use of on-site materials may be allowed, and, when used, must be on-site 1½ inches minus well-graded screened material, free from organic materials, chunks of soil, frozen material, debris, or other suitable materials. Use of on-site bedding material must have prior written Town approval.

2.05 - Marking Tape

The installation of "blue" marking tape is required on all water mains and service lines. The tape shall be installed approximately twenty-four inches (24") above the main or line. The tape shall meet the following specifications:

1.Four (4) mil thick PVC material.2.Solid "blue" color with black lettering.3.Six inches (6") in width.

SECTION 3 - PIPE INSTALLATION

3.01 - Fire Hydrants

A.Installation: The location of all hydrants shall be staked. Final location and grade shall be in accordance with the approved drawings. Offset stakes not farther than 12 feet from the fire hydrant are acceptable. All hydrants shall stand plumb. Each hydrant shall be connected to the main by a six-inch (6") branch line. An independent six-inch (6") gate valve shall be installed on the tee off of the water main. It is the intention of the Town to limit the length of the six-inch (6") branch line servicing the fire hydrant to 50 feet. If the length of the branch line extends beyond 50 feet, an eight-inch (8") main with an eight-inch (8") by six-inch (6") concentric reducer shall be used from the main until a point 50 feet from the hydrant is reached. At that point, a six-inch (6") branch line may be extended to the fire hydrant. No service line connections shall be installed between the fire hydrant and the fire hydrant guard valve. No service line connections shall be made on the six-inch (6") branch line servicing the fire hydrant.

B.Anchorage: The shoe of each hydrant shall be well braced against the un-excavated earth at the end of the trench with a concrete thrust block. Care shall be taken not to cover the weep holes with concrete. The bottom of the hydrant bowl and the hydrant valve shall be supported with minimum 18 x 8 x 4-inch precast concrete blocking slabs or a Town approved equal. The hydrant assembly shall require megalug restraints.

C.Drainage: Wherever a hydrant is set, drainage shall be provided at the base of the hydrant by placing approved granular bedding material from the bottom of the trench, to at least 12 inches above the barrel flange of the hydrant, and as shown on the typical fire hydrant detail. The minimum distance from the bottom of the trench to the bottom of the hydrant elbow shall be six inches (6"). The minimum of approved granular bedding material placed therein shall be 1/3 cubic yards.D.Clearances: The minimum clearances around all fire hydrants shall be: ten feet (10') in the front, seven feet (7') on the sides, four feet (4') on the back, and 20 feet above.

E.Operation of Fire Hydrant: The required operational position of a fire hydrant is either fully opened or fully closed. The guard valve shall control any restriction of flow. The restriction of flow, through a fire hydrant, by means of the "operating nut" is strictly prohibited.

3.02 - Connection to the Town System

A.Connections: Connections to the Town system shall be in a neat and workmanlike manner. The connection shall be inspected and approved by the Town. Under no circumstances shall a non-disinfected main, which cannot be isolated, be connected to an existing distribution main in service.

B.Tapping Existing Mains: Main Line Connections: Unless otherwise approved by the Town, all main line connections shall be made by means of a tee.

Service Taps/Stubouts: During new main line construction, service line stubouts may only be installed after the required tests have been completed and approved by the Town. Stubouts shall be installed by the main line Contractor. Stubouts shall terminate at the curb stop valve. Curb stop valves shall be installed at the property line or edge of easement. The minimum separation distance between service line taps on the main shall be 18 inches.

The Contractor shall install all new service line taps. All tees/taps shall be witnessed and approved by the Town. Any tap preformed without a Town inspection and approval shall be considered "illegal system tampering" and punished in accordance with the provisions of Section 1-4-20 of this Code for each offense. Each day any person is in violation of Chapter 13 of the Minturn Municipal code and shall constitute a separate offense. (Ord. 7-2018 , §4)

SECTION 4 - CONSTRUCTION ACCEPTANCE

4.01 - Requirements

A.Field Maintenance Inspections

1.Fire Hydrant (To Grade and Operated). The fire hydrant shall be straight and plumb, and shall be operated with proper drainage. See Fire Hydrant Assembly detail.

2.Rough Grade Inspection. Above-ground attributes are to be in a reasonable grade so as not to allow standing water to accumulate on top of or allow drainage into the attributes of the system. All attributes within the road right-of-way/easement shall be protected from traffic, equipment, etc.

3.Warranty Period. During the 1-year warranty period that begins at Construction Acceptance, the Town will test the integrity of the telemetry and cathodic protection systems. Remedial repair and subsequent testing will be made by the applicant.

4.Redline Submittal. A redline submittal will be required to be made from the contractor to the engineer in order to facilitate the completion of as-builts in a timely manner.

SECTION 5 - FINAL ACCEPTANCE

5.01 - Requirements

The following items shall be required to be submitted to the Town for approval prior to Final Acceptance. Once these items have been received, reviewed, and approved by the Town Administrator, Final Acceptance may occur.

A.Final Grade and Paving Inspection: All system attributes shall be fully operational and meet Town Standards. Back lot access shall meet Town Standards. The ring and cover shall be centered over the cone section. All system attributes shall meet or exceed Town Standards.

B.Drawings of Record: Field measured Drawings of Record shall be submitted to the Town in the specific format as required by the Town. The Drawings of Record shall include, but not be limited to, all attribute information including main lengths, all bends (horizontal and vertical), valves, hydrants, materials, pipe diameters, encasement, insulation, pipe deflections, and service line information which shall include size, location of line, tap and curb stop. Water and Sewer Drawings of Record shall be submitted on the same drawing. The submittal will contain the swing ties for service lines. The Town requires a digital format using District formatting (AutoCAD Release 14 or newer), and three (3) black line copies of the field-measured Drawings of Record. The Drawings of Record shall also depict the established easement for each line segment with reference to the specific Town of Minturn recording information. Construction drawings will not be accepted as Drawings of Record.

C.Final Inspection: The District shall perform a final walk-through inspection prior to Final Acceptance. The purpose of this inspection is to determine if any changes have occurred since the final grade and paving inspection that would negatively effect the operation of the system. The owner or the owner's designated representative is required to accompany the Town's Inspector during this final inspection

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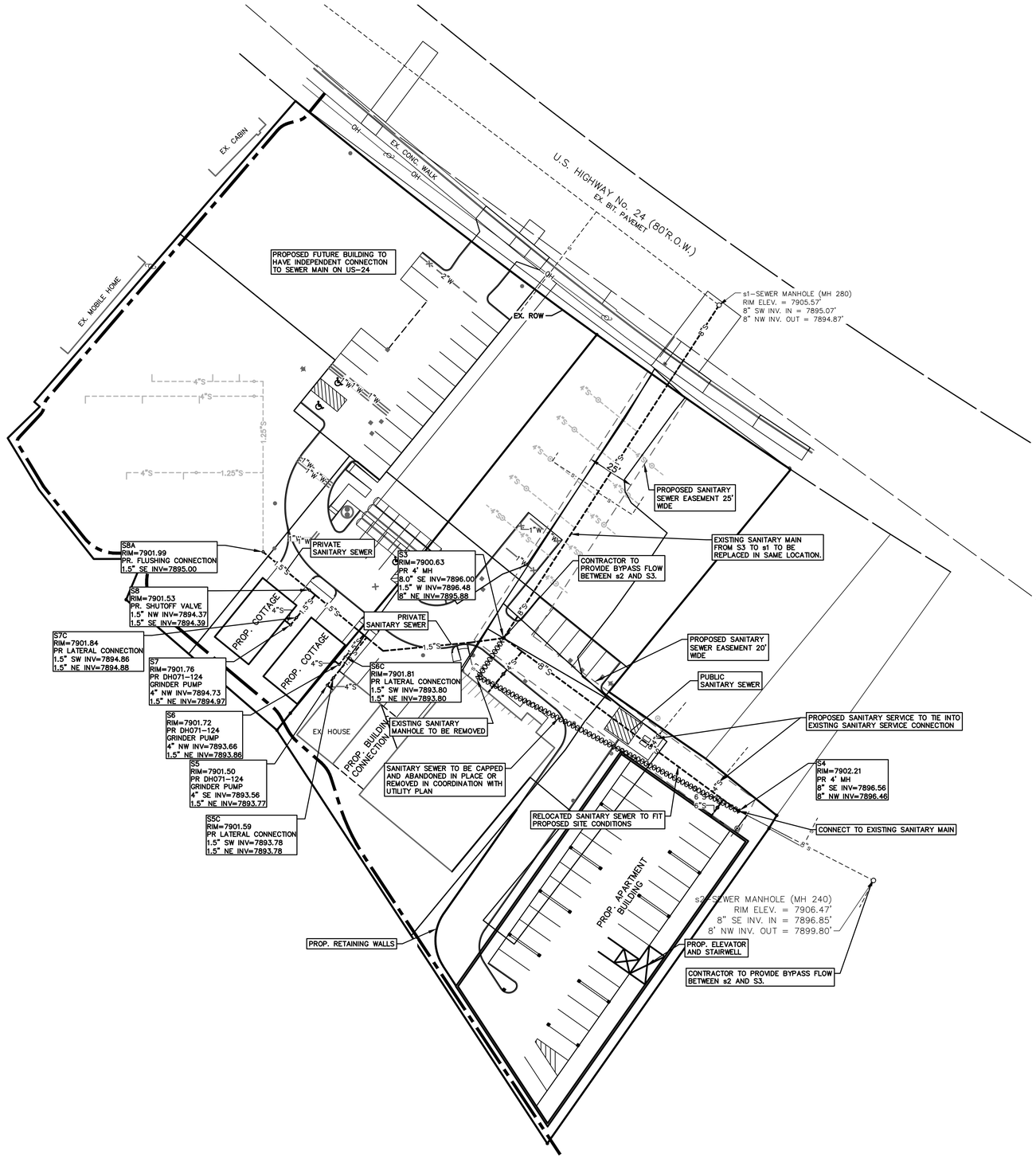

SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- S — EXISTING SANITARY SEWER
- S — PROPOSED SANITARY SEWER PHASE 1
- S — PROPOSED SANITARY SEWER PHASE 2, 3 & 4
- PROPOSED FLOOR DRAIN
- RELOCATE EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED PAVEMENT REMOVAL

ERWSD Wastewater Main Plan Notes

1. All wastewater main construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. Wastewater mains shall be a minimum of 8 inches in diameter.
3. Wastewater mains shall be installed with a minimum cover of 4.5 feet and a maximum cover of 14 feet to the top of the pipe.
4. Wastewater mains shall have tracer wire installed per ERWSD Rules and Regulations Appendix E1.12.
5. Wastewater mains shall be bedded per ERWSD Rules and Regulations Appendix E, Detail E-01.
6. Wastewater mains shall be installed a minimum of 10 feet horizontally away from potable water.
7. Wastewater mains must be tested in accordance with ERWSD Rules and Regulations Article 9.3.3.

ERWSD Wastewater Service Line Plan Notes

1. All wastewater service line construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. Each individually metered unit shall have its own independent wastewater service line.
3. Wastewater service lines shall be constructed along the shortest and straightest route possible.
4. Wastewater service lines shall have a clean out within 3 feet of the structure, every 100 feet, and at every change of direction greater than 45 degrees. Clean outs shall be placed outside the ROW whenever possible.
5. Wastewater service line connections shall be a minimum of 18 inches apart, shall be no closer than 10 feet outside of a manhole and shall be made with a wye.
6. Wastewater service lines shall be PVC and meet the requirements in ERWSD Rules and Regulations Appendix B 3.1.
7. Wastewater service lines shall be installed with a minimum cover of 4.5 feet and a maximum cover of 13 feet to the top of the pipe.
8. Wastewater service lines shall be installed with tracer wire per ERWSD Rules and Regulations Appendix E 1.12.
9. Wastewater service lines parallel to potable water shall be installed a minimum of 10 feet away horizontally.
10. Refer to ERWSD Rules and Regulations Appendix B section 2.3 for requirements at crossings with potable water.

E ONE SYSTEM NOTES

1. EACH OF THE PROPOSED COTTAGES AND THE EXISTING HOUSE SHALL BE CONNECTED TO AN INDIVIDUAL DH071-124 E-ONE PUMP SYSTEM.
2. THE FORCE MAIN SHALL MAINTAIN A MINIMUM OF 54" COVER.
3. THE FORCE MAIN SHALL MAINTAIN A MINIMUM OF 18" OF VERTICAL SEPARATION AT ALL UTILITY CROSSINGS.
4. THE FORCE MAIN SHALL BE CONNECTED TO THE MANHOLE S3.
5. THE CONTRACTOR SHALL PROVIDE A STUB FOR FUTURE CONNECTION TO THE MICRO HOMES.
6. THE E-ONE PUMPS AND FORCE MAIN SHALL BE OWNED AND MAINTAINED BY THE DEVELOPMENT OWNER.

SEWER BYPASS PLAN

THE FLOW THROUGH THE EXISTING SEWER WILL NEED TO BE MAINTAINED DURING CONSTRUCTION AND SO WILL NEED TO PROVIDE A BYPASS. BELOW IS THE SEQUENCE OF CONSTRUCTION:

i. CONSTRUCT DOGHOUSE MANHOLE S3 (THIS WILL AVOID ANY CLOSURE OF THE SEWER).
ii. PLUG MANHOLE s2, INSTALL PUMP AND PROVIDE A BYPASS FROM s2 TO S3.
iii. COORDINATE TEMPORARY SERVICE SHUTOFF FOR LOTS (989 MAIN ST., 991 MAIN ST., 997 MAIN ST. & 1003 MAIN ST.).
iv. CONSTRUCT THE LINE FROM S3 TO S4 AND MANHOLE S4.
v. PERFROM AIR TEST AND RUN A MANDREL BETWEEN S4 TO S3.
vi. REMOVE EXISTING PIPES AND MANHOLE AS CALLED OUT ON PLAN.
vii. REMOVE THE BYPASS AND RECONNECT THE FLOW FROM s2 THROUGH S4 TO S3.

SEWER BYPASS NOTE:
SEWER BYPASS PLAN REQUIREMENTS ARE DESCRIBED IN THE DISTRICT'S RULES & REGULATIONS UNDER SECTION 9.3.4 AND IN APPENDIX D OF RULES & REGULATIONS.

NOTE

1. ALL SANITARY SEWER LEADS CONNECTING THE ADJACENT PROPERTIES (#991 MAIN ST., #997 MAIN ST. & #1003 MAIN ST.) TO THE EXISTING SANITARY SEWER ON SITE WILL BE TRANSFERRED TO THE NEW SANITARY SEWER ALIGNMENT. EXISTING LEADS TO BE ABANDONED AT MAIN AND REPLACED WITH CONNECTIONS TO PROPOSED SANITARY SEWER. VERIFICATION OF THE ELEVATIONS AND THE ABILITY OF THE SERVICE LINES TO GRAVITY FLOW TO THE MAIN MUST BE CONFIRMED PRIOR TO THE ABANDONMENT OF THE EXISTING MAIN. IF IT IS FOUND THAT ADEQUATE FALL IS NOT POSSIBLE WITH THE NEW SEWER MAIN ALIGNMENT, THE CONTRACTOR IS TO STOP WORK AND NOTIFY THE ENGINEER AND DISTRICT IMMEDIATELY FOR REDESIGN.
2. CONTRACTOR SHALL VERIFY TRANSFERRED SEWER LEADS HAVE ADEQUATE FALL WITH CONNECTION TO THE NEW SANITARY ALIGNMENT
3. FACTORY WYES SHALL BE USED FOR ALL SERVICE LINE CONNECTIONS
4. ALL PROPOSED SANITARY SERVICE LINES SHALL BE SDR-26/PS115
5. PROPOSED SANITARY SEWER PHASE 2, 3 & 4 SHOWN IN GRAY ARE EXCLUDED FROM APPROVAL IN THIS PLAN.

COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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MIDTOWN VILLAGE FINAL PUD

OVERALL SEWER PLAN

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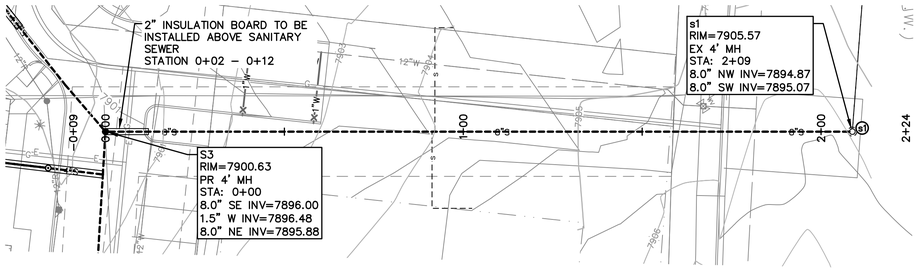
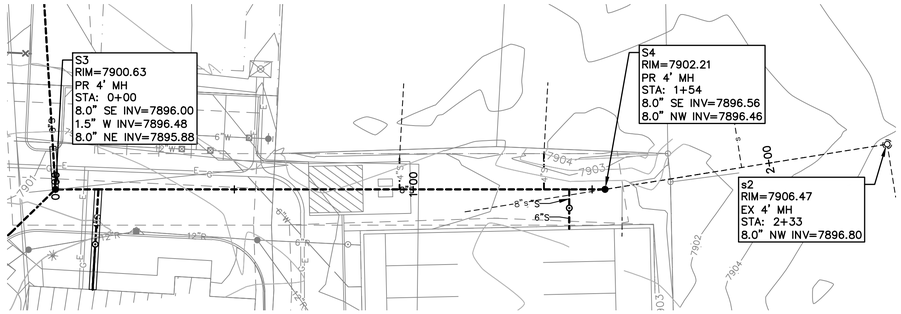
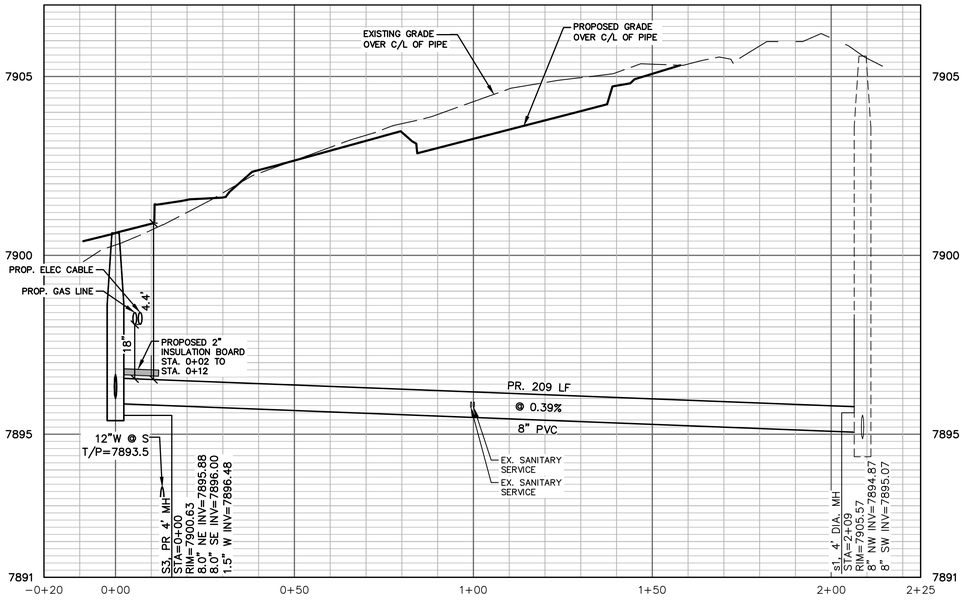


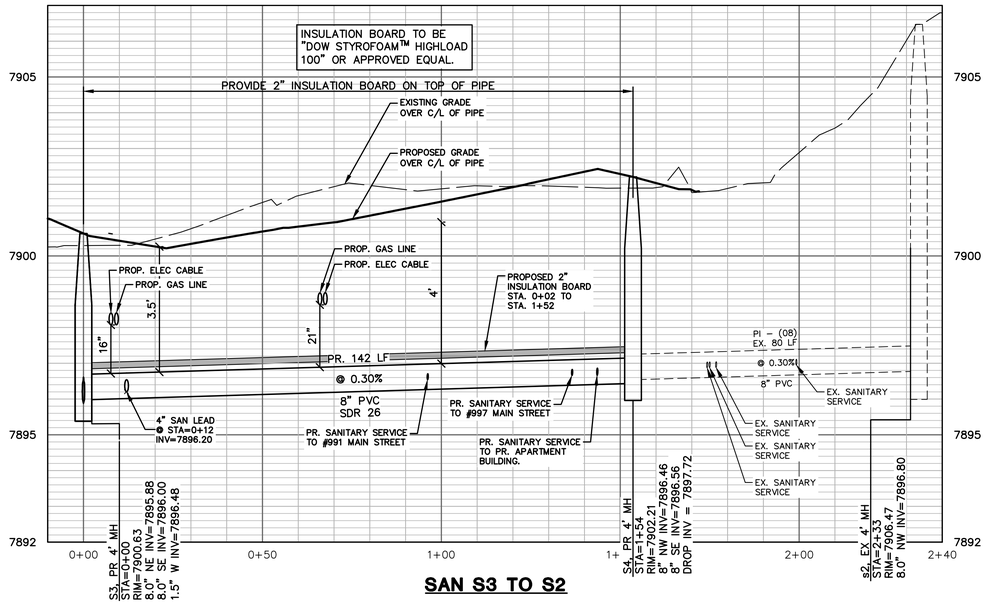


HORZ. SCALE: 1" = 20'
0 20 40 60
VERT. SCALE: 1" = 2'
0 2 4 6

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



SAN S3 TO S1



SAN S3 TO S2

SANITARY STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	TYPE OF CASTING
s2	4' DIAM. MH	7906.47	8.0" NW 7896.80	9.98	TYPE D–01 MANHOLE
S3	4' DIAM. MH	7900.63	8.0" SE 7896.00 1.5" W 7896.48 8.0" NE 7895.88	4.75	TYPE D–01 MANHOLE
S4	4' DIAM. MH	7902.21	8.0" SE 7896.56 8.0" NW 7896.46	5.75	TYPE D–01 MANHOLE

NOTE

1. INSULATION BOARD SHALL BE DOW STYROFOAM HIGHLOAD 100, OWENS CORNING FOAMULAR 1000 OR APPROVED EQUAL
2. FACTORY WYES SHALL BE USED FOR ALL SERVICE LEAD CONNECTIONS
3. ALL PROPOSED SANITARY SERVICE LEADS SHALL BE SDR–26/PS115

THE BASE SURVEY WAS PREPARED BY GORE RANGE SURVEYING, LLC, DATED 11/1/21. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

BENCHMARKS

BM#1 – DESCRIPTION
ELEV=7900.37 (NAVD88)

EXISTING SANITARY SEWER MANHOLE AT THE CENTER OF THE SOUTH PROPERTY.

As-Built Requirements
See ERWSD Rules and Regulations Section 9.4

Name of person submitting:

Date on submitted drawings:

Overall

Right of Ways
☐ All right of ways shown (including adjacent right of ways)
☐ Labeled with Eagle County recording information

Easements
☐ Labeled with Eagle County recording information

Property Boundaries

Pipe ID	Pipe Dia	Upstream Struc No.	Downstream Struc No.	# Of Residential Units Added	# Of Commercial Units Added	Pipe Slope	Q_{avg} gpd	Q_{avg} gpm	Q_{peak} Factor=4 gpm	Q_{peak} cfs	Velocity @ Q_{peak} ft/s	Q_{peak} combined cfs	Pipe Capacity cfs
PI - (01)	8"	S4	S3	16	1	0.94%	3120	2.17	8.67	0.019	0.055		1.17
PI - (02)	8"	S3	s1	10		0.39%	1950	1.35	5.42	0.012	0.035	0.031	0.76
Totals				26	1		5070	3.52	14.08	0.031			

Q_{avg} = 195 gpd/unit for Residential units
Q_{avg} = 1500 gpd/unit per gross acre for Commercial units

LEGEND

- EXIST. UTILITY POLE
- EXIST. OVERHEAD UTILITY LINE
- EXIST. WATER VALVE
- EXIST. HYDRANT (HYD)
- PROP. WATER MAIN
- PROP. HYDRANT (HYD)
- PROP. GATE VALVE IN BOX (GVIB)
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET (CB)
- PROP. STORM SEWER
- PROP. CATCH BASIN OR INLET (CB)
- PROP. UNDERGROUND STORM SEWER STORAGE
- PROP. UNDERGROUND STONE BED
- EXIST. SANITARY SEWER
- PROP. SANITARY SEWER
- PROP. FLOOR DRAIN
- SIGN
- POST
- EXIST. GAS VALVE
- WELL
- FENCE
- PROP. ELEC. TRANSFORMER
- PROP. ELECTRIC LINE
- PROP. GAS LINE

SANITARY LEAD TRANSFER NOTE

1. ALL SANITARY SEWER LEADS CONNECTING THE ADJACENT PROPERTIES (#991 MAIN ST., #997 MAIN ST. & #1003 MAIN ST.) TO THE EXISTING SANITARY SEWER ON SITE WILL BE TRANSFERRED TO THE NEW SANITARY SEWER ALIGNMENT. EXISTING LEADS TO BE ABANDONED AT MAIN AND REPLACED WITH CONNECTIONS TO PROPOSED SANITARY SEWER. VERIFICATION OF THE ELEVATIONS AND THE ABILITY OF THE SERVICE LINES TO GRAVITY FLOW TO THE MAIN MUST BE CONFIRMED PRIOR TO THE ABANDONMENT OF THE EXISTING MAIN. IF IT IS FOUND THAT ADEQUATE FALL IS NOT POSSIBLE WITH THE NEW SEWER MAIN ALIGNMENT, THE CONTRACTOR IS TO STOP WORK AND NOTIFY THE ENGINEER AND DISTRICT IMMEDIATELY FOR REDESIGN.

COLORADO LICENSED ROBERT C WAGNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

SANITARY SEWER PLAN AND PROFILE VIEW 1

24

DATE: 09/18/25
SHEET 24 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PS1

JOB No. 20067
REVISIONS: REV. DATE

m:\civil\34.pro\20067\final site plan\20067PS1.dwg, 11/20/2025 4:35 PM, Colton M. Wallace, 24 SANITARY SEWER PLAN AND PROFILE VIEW 1, MCLLC PDF.pc3
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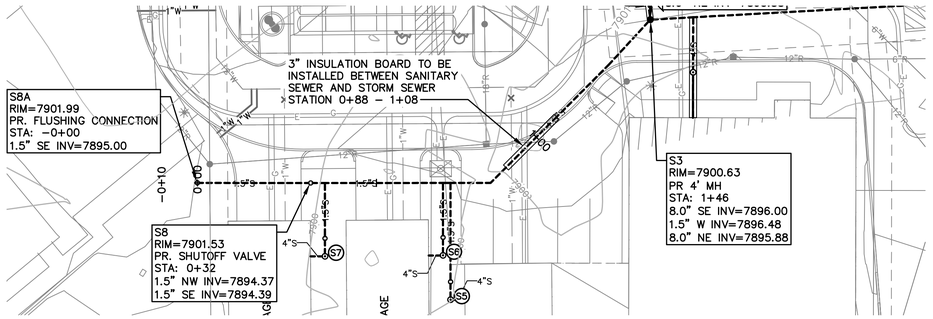
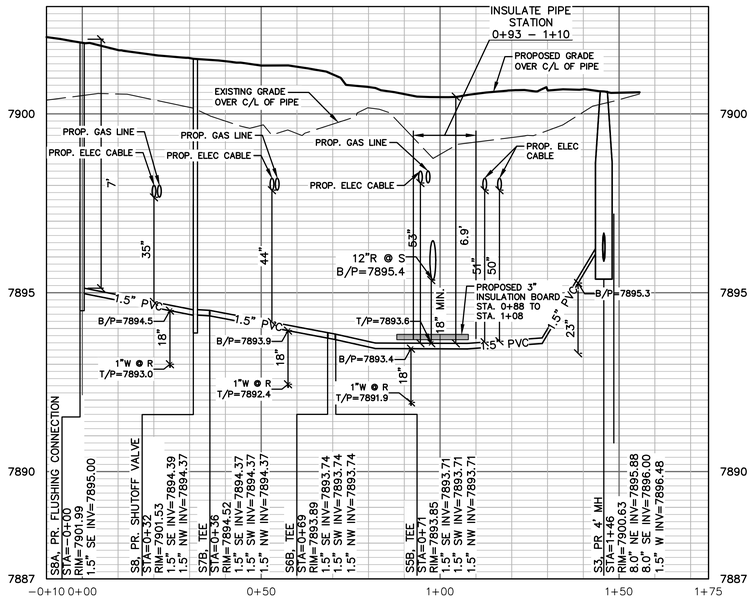
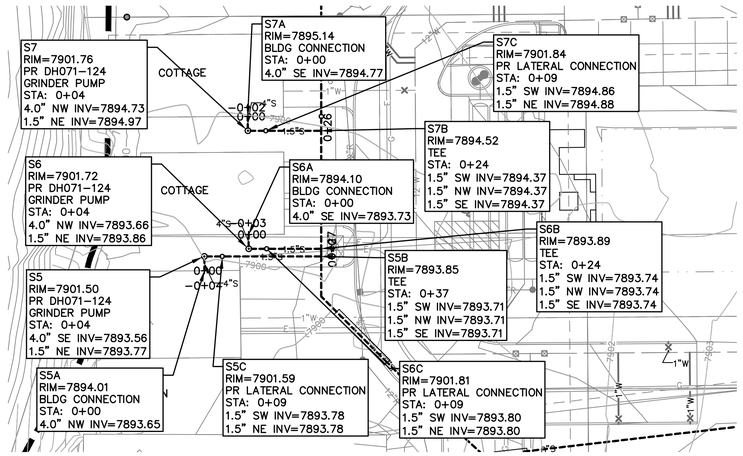


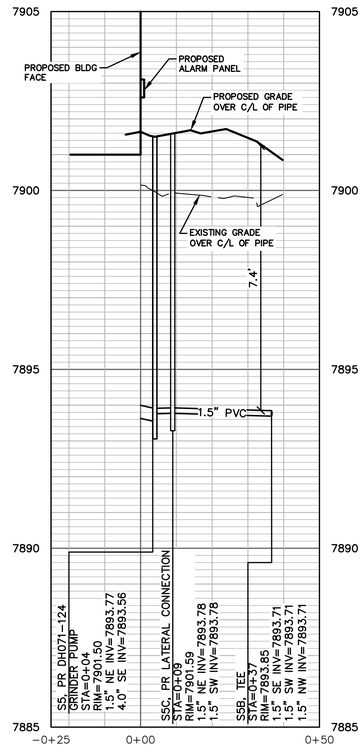


SAN FORCE MAIN

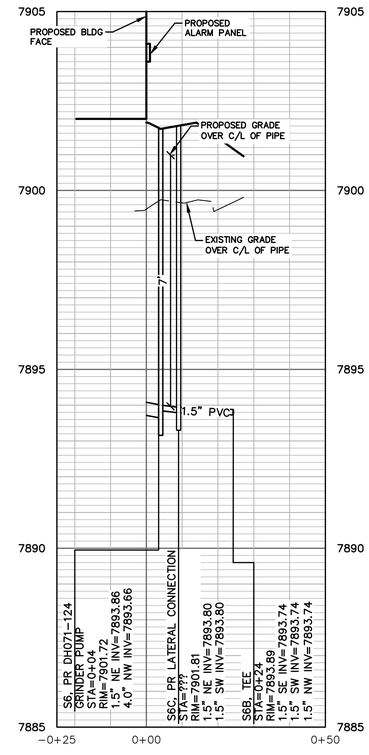


HORZ. SCALE: 1" = 20'
0 20 40 60
VERT. SCALE: 1" = 2'
0 2 4 6

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



SAN S5A TO S5B



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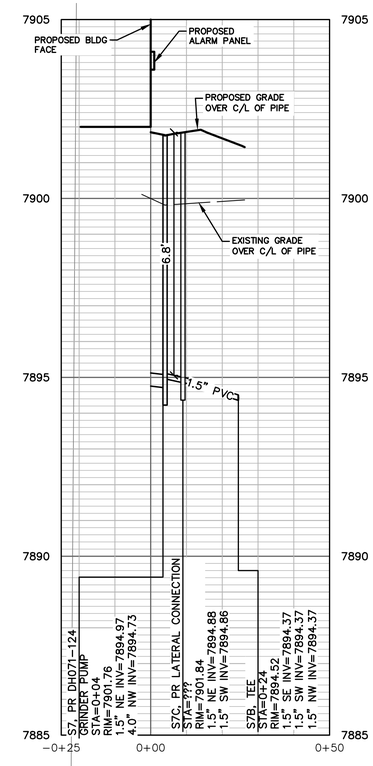

SAN S7A TO S7B

SANITARY STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	TYPE OF CASTING
S3	4' DIAM. MH	7900.63	8.0" SE 7896.00 1.5" W 7896.48 8.0" NE 7895.88	4.75	TYPE D–01 MANHOLE

NOTE

1. INSULATION BOARD SHALL BE DOW STYROFOAM HIGHLOAD 100, OWENS CORNING FOAMULAR 1000 OR APPROVED EQUAL
2. FACTORY WYES SHALL BE USED FOR ALL SERVICE LEAD CONNECTIONS
3. ALL PROPOSED SANITARY SERVICE LEADS SHALL BE SDR–26/PS115

LEGEND

- EXIST. UTILITY POLE
- OH — EXIST. OVERHEAD UTILITY LINE
- EXIST. WATER VALVE
- EXIST. HYDRANT (HYD)
- W — PROP. WATER MAIN
- PROP. HYDRANT (HYD)
- PROP. GATE VALVE IN BOX (GVIB)
- r — EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET (CB)
- R — PROP. STORM SEWER
- PROP. CATCH BASIN OR INLET (CB)
- PROP. UNDERGROUND STORM SEWER STORAGE
- PROP. UNDERGROUND STONE BED
- s — EXIST. SANITARY SEWER
- S — PROP. SANITARY SEWER
- PROP. FLOOR DRAIN
- SIGN
- POST
- EXIST. GAS VALVE
- WELL
- FENCE
- PROP. ELEC. TRANSFORMER
- E — PROP. ELECTRIC LINE
- G — PROP. GAS LINE

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BENCHMARKS

BM#1 – DESCRIPTION
ELEV=7900.37 (NAVD88)

EXISTING SANITARY SEWER MANHOLE AT THE CENTER OF THE SOUTH PROPERTY.

COLORADO LICENSED ROBERT C. WARNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FIN

SANITARY SEWER PLAN AND PROFILE VIEW 2

25

JOB No. 20067
REVISIONS:

REV.	DATE:

DATE: 09/18/25
SHEET 25 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PS1

m:\civil3d_proj\20067\final site plan\20067PS1.dwg, 11/20/2025 4:35 PM, Colton M. Wallace, 25 SANITARY SEWER PLAN AND PROFILE VIEW 2, MCLLC PDF pc3
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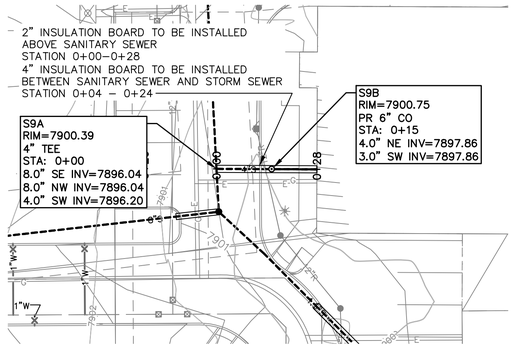

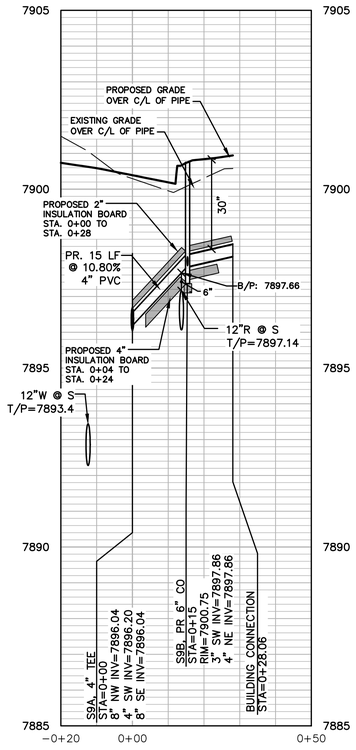

HORZ. SCALE: 1" = 20'

0 20 40 60

VERT. SCALE: 1" = 2'

0 2 4 6

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BENCHMARKS

BM#1 – DESCRIPTION
ELEV=7900.37 (NAVD88)

EXISTING SANITARY SEWER MANHOLE AT THE CENTER OF THE SOUTH PROPERTY.

LEGEND

- EXIST. UTILITY POLE
- EXIST. OVERHEAD UTILITY LINE
- EXIST. WATER VALVE
- EXIST. HYDRANT (HYD)
- PROP. WATER MAIN
- PROP. HYDRANT (HYD)
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- PROP. ELECTRIC LINE
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NOTE

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2. FACTORY WYES SHALL BE USED FOR ALL SERVICE LEAD CONNECTIONS
3. ALL PROPOSED SANITARY SERVICE LEADS SHALL BE SDR–26/PS115

COLORADO LICENSED PROFESSIONAL ENGINEER ROBERT C WAGNER 60475

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SANITARY SEWER PLAN AND PROFILE VIEW 3

26

DATE: 09/18/25
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REV. DATE

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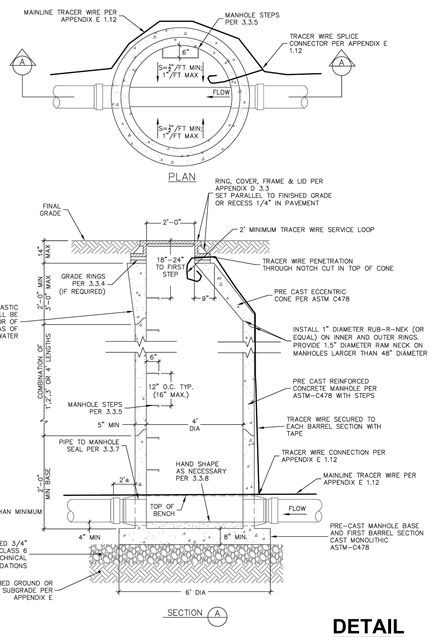
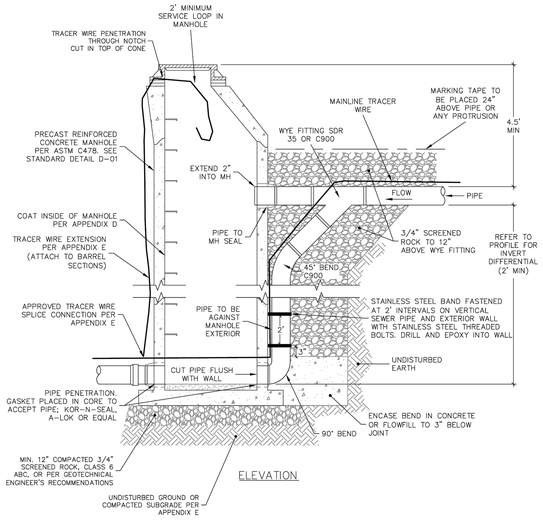


GENERAL NOTES

1. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
2. MANHOLE TROUGH SHALL HAVE A MINIMUM OF 0.2' DROP FROM ENTRANCE THROUGH EXIT.
3. FLOW CHANNEL TO BE SHAPED AS TO NOT ALLOW STANDING WATER PER 3.3.8.
4. MANHOLE SHALL CONFORM TO ASTM C478 AND ALL APPLICABLE DISTRICT STANDARDS (APPENDIX D).

DETAIL STANDARD MANHOLE

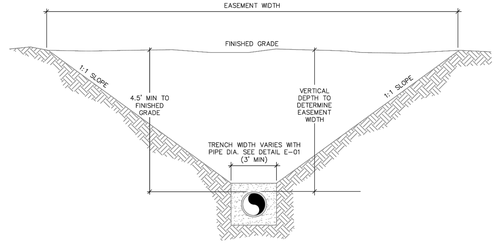


GENERAL NOTES

1. SEE 2.4.12 AND 3.3.11.
2. MANHOLE SHALL CONFORM TO D-01 STANDARD MANHOLE DETAIL AND ALL APPLICABLE DISTRICT STANDARDS.
3. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
4. MANHOLE TROUGH SHALL HAVE A MINIMUM OF 0.20' DROP FROM ENTRANCE THROUGH EXIT.

DETAIL DROP CONNECTION MANHOLE

SEWER PIPE COVER DEPTH	MINIMUM EASEMENT WIDTH REQUIRED
4'6" TO 8'6"	20'
8'7" TO 11'0"	25'
11'1" TO 13'6"	30'
13'7" TO 16'0"	35'
16'1" TO 18'6"	40'
18'7" TO 21'0"	45'
21'1" TO 23'6"	50'



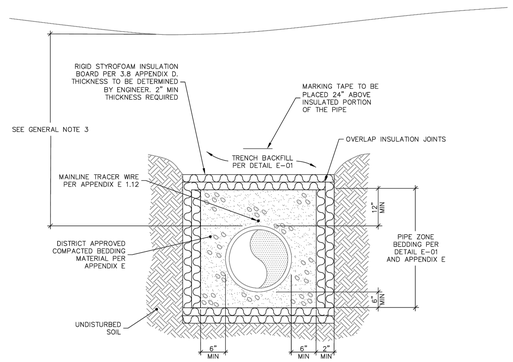
MINIMUM EASEMENT WIDTH

GENERAL NOTES

1. PIPE SHALL BE CENTERED IN EASEMENT.
2. ANY PROPOSED SEWER MAIN DEPTH GREATER THAN 14' DEEP REQUIRES AN ALTERNATIVES ANALYSIS AND DISTRICT APPROVAL.
3. CALCULATE EASEMENT WIDTH AS FOLLOWS:
   W = DEPTH TO TOP OF PIPE X 2 + 3 FEET
   (ROUNDED UP IN 5 FOOT INCREMENTS)

EXAMPLE:
10 FOOT DEEP PIPE = 10 X 2 + 3 = 23 FEET
W = 25 FOOT WIDE EASEMENT ROUNDED

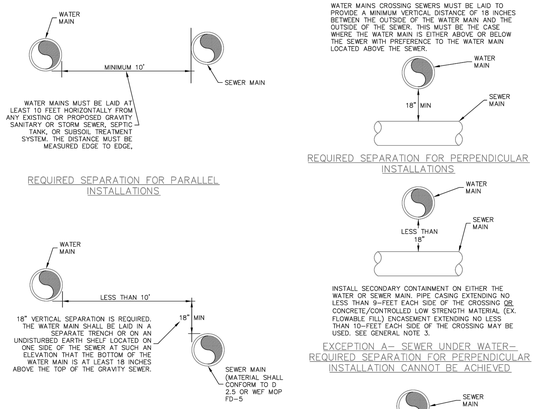
DETAIL EASEMENT WIDTH DETAIL



GENERAL NOTES

1. CONDITION OF LESS THAN MINIMUM BURY DEPTH IS ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE DISTRICT PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DOES NOT MEET MINIMUM BURY REQUIREMENTS.
2. THE USE OF INSULATION MUST BE APPROVED BY THE DISTRICT PRIOR TO INSTALLATION.
3. INSULATION SHALL BE INSTALLED ON ALL PIPES THAT DO NOT HAVE A MINIMUM OF 4.5' OF EFFECTIVE COVER. EFFECTIVE COVER SHALL BE DEFINED AS SEPARATION FROM COLD AIR SOURCES, INCLUDING STORM SEWERS. 1" OF INSULATION BOARD MAY BE SUBSTITUTED FOR EACH 1' OF SOIL COVER (MINIMUM 2" OF INSULATION) REQUIRED TO MEET THE MINIMUM COVER REQUIREMENT.
4. INSULATION SHALL BE DOW HIGHLOAD 100, OWENS CORNING FOAMULAR 1000, OR APPROVED EQUAL. HIGH COMPRESSIVE STRENGTH FOAM BOARD INSULATION IS REQUIRED WITHIN ALL RIGHT OF WAY AND PAVED AREAS.

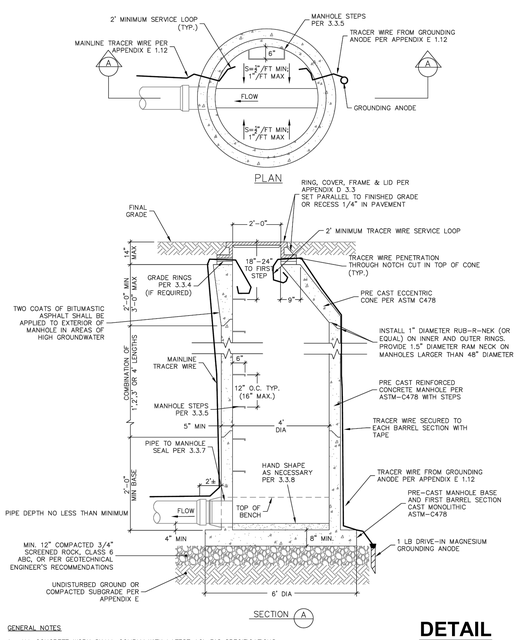
DETAIL SEWER PIPE INSULATION



GENERAL NOTES

1. WATER PIPES MUST NOT PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE. WATER MAIN SHOULD BE LOCATED AT LEAST 10 FEET FROM SEWER MANHOLES.
2. PIPE SEPARATION MUST COMPLY WITH STATE OF COLORADO DESIGN CRITERIA FOR POTABLE WATER SYSTEMS, SECTION 8.8 (ALL DETAILS REGARDING SEPARATION BETWEEN WATER AND SEWER).
3. SECONDARY CONTAINMENT-THE PIPE CASING MUST BE OF WATERTIGHT MATERIAL WITH NO JOINTS. THE CASING PIPE MATERIALS MAY BE STEEL, DUCTILE IRON, FIBERGLASS, FIBERGLASS REINFORCED POLYMER MORTAR (FRPM), OR POLYVINYLCHLORIDE (PVC) WITH SUITABLE CARRIER PIPE SUPPORTS AND CASING PIPE END SEALS.
4. SECONDARY CONTAINMENT REQUIRED UNLESS THE VERTICAL DISTANCE EXCEEDS 5 FEET. THE CASING MUST BE A SINGLE SECTION OF STEEL OR DUCTILE IRON PIPE. THE DESIGN MUST INCLUDE A MEANS TO SUPPORT THE INTERCEPTOR OR SEWER MAIN TO PREVENT SETTLEMENT AND PERMIT MAINTENANCE OF THE WATER MAIN WITHOUT DAMAGE TO THE SEWER PIPE. CROSSINGS INVOLVING JOINTLESS PIPE SUCH AS HDPE, FUSIBLE PVC OR WELDED STEEL DO NOT REQUIRE INSTALLATION OF SECONDARY CONTAINMENT.

DETAIL WATER AND SANITARY SEWER SEPARATION



GENERAL NOTES

1. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
2. TRACER WIRE SHOWN ENTERING OPPOSITE SIDES FOR CLARITY, WIRES MAY BE INSTALLED PARALLEL THROUGH SAME NOTCH IN PRECAST CONE SECTION.
3. FLOW CHANNEL TO BE SHAPED AS TO NOT ALLOW STANDING WATER PER 3.3.8.
4. MANHOLE SHALL CONFORM TO ASTM C478 AND ALL APPLICABLE DISTRICT STANDARDS (APPENDIX D).

DETAIL DEAD END MANHOLE

COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

SEWER DETAILS

27

DATE: 09/18/25
SHEET 27 OF 45
CADD: K/V
ENG: CMW
PM: ROW
TECH:
/20067D1

JOB No. 20067
REVISIONS:

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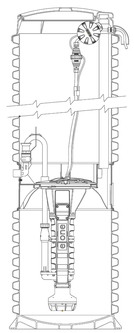
E/ONE EXTREME SERIES

DH071/DR071



General Features

The model DH071 or DR071 grinder pump station is a complete unit that includes: the grinder pump, check valve, HDPE (high density polyethylene) tank, controls, and alarm panel. A single DH071 or DR071 is a popular choice for one, average single-family home and can also be used for up to two average single-family homes where codes allow and with consent of the factory.

- Rated for flows of 700 gpd (2650 lpd)
- 70 gallons (265 liters) of capacity
- Indoor or outdoor installation
- Standard outdoor heights range from 61 inches to 160 inches

The DH071 is the "hardwired," or "wired," model where a cable connects the motor controls to the level controls through watertight penetrations.

The DR071 is the "radio frequency identification" (RFID), or "wireless," model that uses wireless technology to communicate between the level controls and the motor controls.

Operational Information

Motor
1 hp, 1,725 rpm, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, 1 phase

Inlet Connections
4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

Discharge Connections
Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

Discharge
15 gpm at 0 psig (0.95 lps at 0 m)
11 gpm at 40 psig (0.69 lps at 28 m)
7.8 gpm at 80 psig (0.49 lps at 56 m)

Accessories

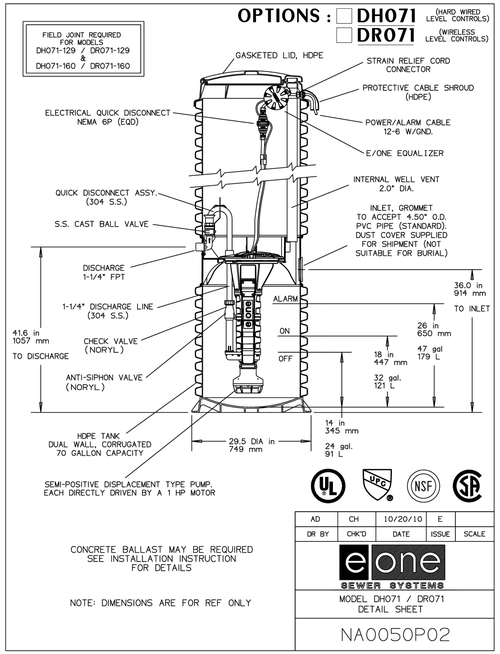
E/One requires that the Uni-Lateral, E/One's own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

The Remote Sentry is ideal for installations where the alarm panel may be hidden from view.

NA0050P01 Rev D

OPTIONS : ☐ DH071 (HARD WIRED LEVEL CONTROLS) ☐ DR071 (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED SEE INSTALLATION INSTRUCTION FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY

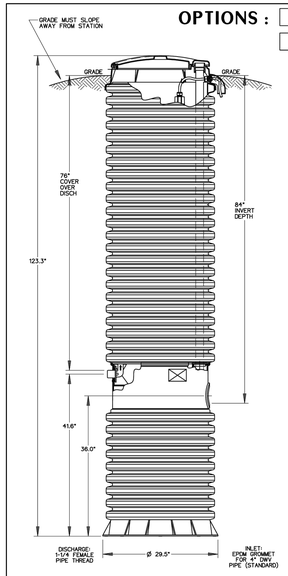
AD	CH	10/20/10	E	
DR BY	CHK'D	DATE	ISSUE	SCALE

SEWER SYSTEMS

MODEL DH071 / DR071 DETAIL SHEET

NA0050P02

OPTIONS : ☐ DH071-124 (HARD WIRED LEVEL CONTROLS) ☐ DR071-124 (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED SEE INSTALLATION INSTRUCTIONS FOR DETAILS

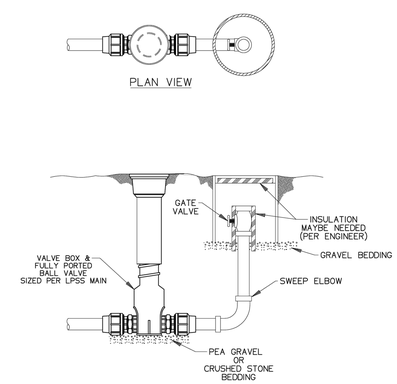
NOTE: DIMENSIONS ARE FOR REF ONLY

AD	CAH	07/13/07	C	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE

SEWER SYSTEMS

MODEL DH071-124 / DR071-124

NA0050P07



TYPICAL TERMINAL FLUSHING CONNECTION

SGS		05-13-10	1	1/32
DR BY	CHK'D	DATE	ISSUE	SCALE

SEWER SYSTEMS

TYPICAL TERMINAL FLUSHING CONNECTION

ESD 10-0094

E/ONE EXTREME SERIES

E/One Sentry™

Alarm Panel — Protect Plus Package



Description

The E/One Sentry panels are custom designed for use with Environment One grinder pump stations. They can be configured to meet the needs of your application, from basic alarm indication to advanced warning of pending service requirements.

E/One Sentry panels are supplied with audible and visual high level alarms. They are easily installed in accordance with relevant national and local codes. Standard panels are approved by UL, CSA, CE and NSF to ensure high quality and safety.

The panel features a corrosion-proof, NEMA 4X-rated, thermoplastic enclosure. A padlock is provided to prevent unauthorized entry (safety front).

Standard Features

Includes all features of the basic configuration of the E/One Sentry panel, including circuit breakers, 240 or 120 VAC service, terminal blocks and ground lugs, audible alarm with manual silence, manual run feature and run indicator, redundant "Start" function with high level alarm, safety front, conformal-coated board and overload protection.

Includes all of the features of the E/One Sentry Protect package, including a Trouble indication that shuts down the pump temporarily in the event of an unacceptable operating condition (brownout, system overpressure, run dry), as well as:

Predictive status display module

Pre-alarm indication for major operating parameters

Alarm indications for major operating parameters

Hour meter, cycle counter and alarm delay

LCD display and user-friendly interface

Inner cover (dead front)

Contact group — dry and Remote Sentry

Optional Features

Generator receptacle with auto transfer

GFCI

Main service disconnect

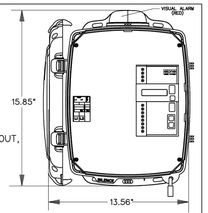
NA0079P01 Rev. B

Please consult factory for special applications.

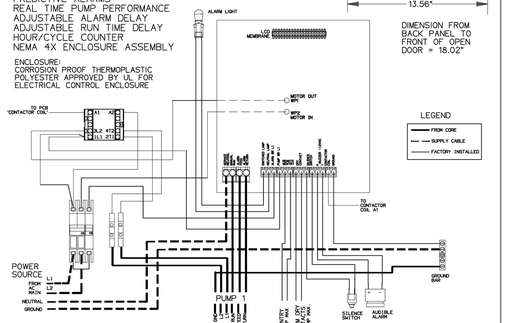
SENTRY PROTECT PLUS SIMPLEX

REDUNDANT RUN (HIGH LEVEL)
EXTERNAL VISUAL & AUDIBLE ALARM
REMOTE SENTRY DRY CONTACTS FOR OPTIONAL POWER LOSS HIGH LEVEL ALARM (POWER LOSS ALARM FOR WIRELESS)
MANUAL ALARM SILENCE
MANUAL RUN
STATUS LED'S: NORMAL, PUMP RUNNING, HIGH LEVEL
TROUBLE INDICATIONS: RUN DRY, OVERPRESSURE, BROWNOUT, VOLTAGE, EXTENDED RUN TIME
DRY CONTACTS
CONFORMAL COATED CIRCUIT BOARD (BOTH SIDES)
PADLOCK
DEAD FRONT
PREDICTIVE ALARMS
REAL TIME PUMP PERFORMANCE
ADJUSTABLE ALARM DELAY
ADJUSTABLE RUN TIME DELAY
HOUR/CYCLE COUNTER
NEMA 4X ENCLOSURE ASSEMBLY

ENCLOSURE:
CORROSION PROOF THERMOPLASTIC POLYESTER APPROVED BY UL FOR ELECTRICAL CONTROL ENCLOSURE



DIMENSION FROM BACK PANEL TO FRONT OF OPEN DOOR = 18.02"



OLD / NEW WIRE COLOR MAP			
PIN	FUNCTION	2000S	EXTREME
1	MANUAL RUN	RED	BROWN
2	L1	BLACK	RED
3	L2	WHITE	BLACK
4	GND	GREEN	GRN/YEL
5	ALARM FEED	ORANGE	YELLOW
6	ALARM RETURN	BLUE	BLUE

CONTROL CABLE:
TYPE TC DIRECT BURIAL, SIX CONDUCTOR

AD	12/14/07	DMS	C	06/23/11
DR BY	DATE	CHK'D	ISSUE	DATE

SEWER SYSTEMS

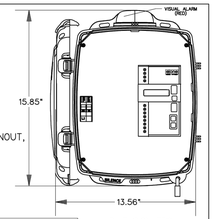
SENTRY PROTECT PLUS PANEL, SIMPLEX 240V 60Hz DOUBLE POLE POWER

NA0079P03

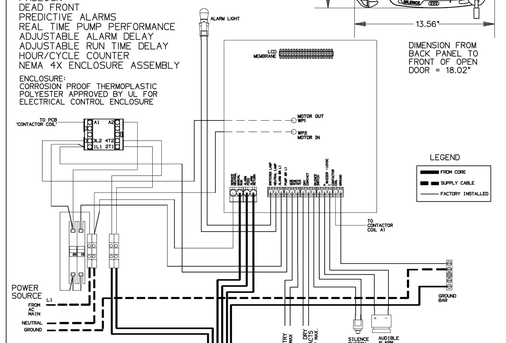
SENTRY PROTECT PLUS SIMPLEX

REDUNDANT RUN (HIGH LEVEL)
EXTERNAL VISUAL & AUDIBLE ALARM
REMOTE SENTRY DRY CONTACTS FOR OPTIONAL POWER LOSS HIGH LEVEL ALARM (POWER LOSS ALARM FOR WIRELESS)
MANUAL ALARM SILENCE
MANUAL RUN
STATUS LED'S: NORMAL, PUMP RUNNING, HIGH LEVEL
TROUBLE INDICATIONS: RUN DRY, OVERPRESSURE, BROWNOUT, VOLTAGE, EXTENDED RUN TIME
DRY CONTACTS
CONFORMAL COATED CIRCUIT BOARD (BOTH SIDES)
PADLOCK
DEAD FRONT
PREDICTIVE ALARMS
REAL TIME PUMP PERFORMANCE
ADJUSTABLE ALARM DELAY
ADJUSTABLE RUN TIME DELAY
HOUR/CYCLE COUNTER
NEMA 4X ENCLOSURE ASSEMBLY

ENCLOSURE:
CORROSION PROOF THERMOPLASTIC POLYESTER APPROVED BY UL FOR ELECTRICAL CONTROL ENCLOSURE



DIMENSION FROM BACK PANEL TO FRONT OF OPEN DOOR = 18.02"



OLD / NEW WIRE COLOR MAP			
PIN	FUNCTION	2000S	EXTREME
1	MANUAL RUN	RED	BROWN
2	L1	BLACK	RED
3	NEUTRAL	WHITE	BLACK
4	GND	GREEN	GRN/YEL
5	ALARM FEED	ORANGE	YELLOW
6	ALARM RETURN	BLUE	BLUE

CONTROL CABLE:
TYPE TC DIRECT BURIAL, SIX CONDUCTOR

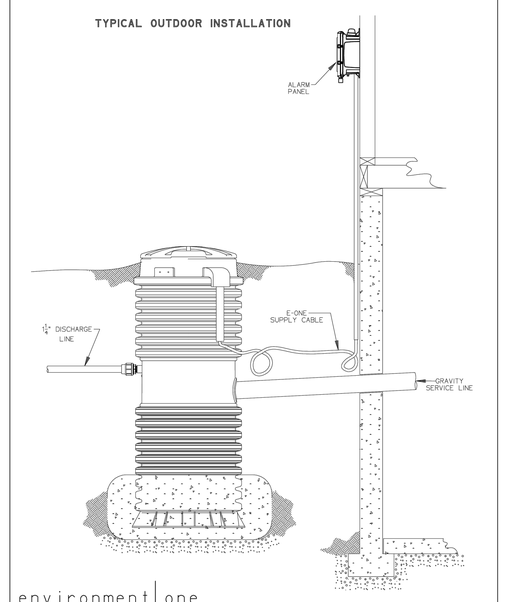
AD	01/10/08	DMS	A	06/23/11
DR BY	DATE	CHK'D	ISSUE	DATE

SEWER SYSTEMS

SENTRY PROTECT PLUS PANEL, SIMPLEX 120V, SINGLE POLE POWER

NA0079P04

TYPICAL OUTDOOR INSTALLATION



environment one CORPORATION

LM000112 REV. B

COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

E-ONE GRINDER PUMP DETAILS

28

DATE: 09/18/25
SHEET 28 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067DT1

JOB No. 20067
REVISIONS:
REV. DATE

SEWER SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTIONS SPECIFICATIONS ARE A PORTION OF THE THE EAGLE RIVER WATER & SANITATION DISTRICT ("DISTRICT") RULES AND REGULATIONS FOR WATER AND WASTEWATER SERVICE.
TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE APPENDICES OF THE DISTRICTS' RULES AND REGULATIONS

SECTION I – GENERAL REQUIREMENTS

1.1 Authority
The Standard Specifications for Sewer Mains (the "Specifications") are promulgated by the Eagle River Water & Sanitation District ("District"). The interpretation and enforcement of the Specifications is hereby delegated to the District Regulations Administrator.

SECTION II – COLLECTION SYSTEM DESIGN AND LAYOUT

2.5.10 Manhole Connections
Any new main connection eight inches (8") or greater within a manhole shall match the crown of pipe to crown of pipe at the highest existing main currently within the manhole.

2.5.11 Location/Marking Tape
All lines connected to District mains in any way shall be marked with the appropriate marking tape per Section 3.6 and shall be placed twenty four inches (24") above the pipe.

2.6.3 Horizontal and Vertical Separation from Potable Water Mains
Refer to detail D-11.

(a) Parallel Main Installations and Appurtenances:

Sewer mains and sewer service lines shall be installed at least ten feet (10') horizontally from any existing or proposed water main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot (10') separation, the District may allow installation of the sewer main closer to a water main utilizing encasement or pressure rated joints, provided that the water main is on a separate trench or on an undisturbed earth shelf located on one side of the main and at an elevation so the bottom of the water main is at least eighteen inches (18") above the top of the sewer main. The District requires a ten-foot (10') separation between water and sewer appurtenances including manholes. If a manhole is installed, it will be measured from outside of manhole to outside of water attribute.

(b) Perpendicular Crossings – Sewer under Water:

If the sewer pipe crosses under the water main but less than eighteen inches (18") of clear space will exist, either the water main or sewer main must be installed with secondary containment. Acceptable options include a pipe casing extending no less than nine feet (9') each side of the crossing. The pipe casing shall be of watertight material with no joints. The casing pipe materials may be steel, ductile iron, fiberglass, fiberglass reinforced polymer mortar (FRPM), or polyvinylchloride (PVC) with suitable carrier pipe supports and casing pipe end seals. Alternatively, concrete or Controlled Low Strength Material (ex. flowable fill) encasement of either pipe extending no less than ten-feet (10') each side of the crossing may be used.

(c) Perpendicular Crossings – Water under Sewer:

If the sewer pipe will cross above or over the water main, either the sewer pipe or water pipe shall be installed with secondary containment unless the vertical distance exceeds five feet (5'). Acceptable options include a pipe casing extending no less than 9- feet each side of the crossing. The casing must be a single section of steel or ductile iron pipe. The design must include a means to support the interceptor or sewer main to prevent settlement and permit maintenance of the water main without damage to the sewer pipe. Alternatively, concrete or Controlled Low Strength Material (ex. flowable fill) encasement of either pipe extending no less than 10-feet each side of the crossing may be used. Crossings involving jointless pipe such as HDPE, fusible PVE or welded steel do not require installation of secondary containment.

SECTION III – MATERIAL SPECIFICATIONS

3.1 General Requirements
All materials must conform to these Material Specifications and shall be new and undamaged. Acceptance of materials, or the waiving of inspection thereof, shall in no way relieve the Applicant of the responsibility for furnishing materials that meet the requirements of these Specifications.

3.2 Pipe and Fittings
The following materials are approved for District mains:

3.2.1 Polyvinyl Chloride (PVC) gravity pipe
Main installations from eight to fifteen inches (8" to 15") in diameter shall conform to ASTM D3034, and shall be either SDR-35/PS46 or SDR-26/PS115.
Main installations from eighteen to twenty-seven inches (18" to 27") in diameter shall conform to ASTM F679 and shall be SDR-26/P115. Push on joints and molded rubber gaskets shall conform to ASTM D3212.
Maximum pipe segment lengths shall be twenty feet (20'). Joint lubricant shall be nontoxic and water-soluble and supplied by the pipe manufacturer.

3.2.2 Polyvinyl Chloride (PVC) pressure pipe

(a) Yelomine
Yelomine pipe shall be SDR-21, restrained joint PVC pressure pipe and fittings having a minimum cell classification of 12454 as defined in ASTM D1784 and materials in conformance with ASTM D2241.

(b) C-900
AWWA C-900 pipe may be used for 8 " through 12" diameter pipe, and shall be pressure class 235 psi, DR18, with push-on joints and flexible elastomeric seals ASTM D3139/ASTM F477. All spigot ends shall be beveled to manufacturer's specifications with gaskets meeting ASTM F477 and joints in compliance with ASTM D3139.

3.2.3 Ductile Iron Pipe (DIP)
Ductile Iron Pipe shall be per ASTM A746, Class 52, 350 psi, AWWAC151. Push-on joints shall be ANSI/AWWA C111/A21.11. Factory applied Protecto 401, or equivalent, ceramic epoxy interior lining for DIP & fittings. Manufactured by U.S. Pipe and Foundry Company/Griffin Pipe Products or approved equal.

3.2.4 Service Line Taps
Factory wyes shall be used for all service line connections with new main installations See Appendix B for requirements for new service line connections to existing mains.

3.2.5 Transition Adapter
If permitted on a case-by-case basis, Harco transition adapters or Shear Guard couplers may be used for pipe material transitions with prior approval. Fernco couplers shall not be permitted.

3.3 Manholes

3.3.1 Manhole
Manhole sections, base, riser, conical top sections, flat slab tops, and joint sealants between manhole sections shall be in accordance with ASTM C 478. Concrete used in cast in place manhole bases shall be per Section 3.3.10. All cone sections shall be the eccentric type. Openings through manhole risers shall be cored or cast-in, and access opening shall be twenty four-inch (24") diameter. Flat lid slabs are required on manholes with a depth of less than five feet (5') and must be eccentric.

3.3.2 Water Tightness
Manholes shall be watertight and constructed of precast concrete. Barrel sections, cones and frame joints shall all be sealed with a double Rub R Nek, or other equivalent material approved by the District. In areas of high groundwater or otherwise required by the District, a bituminous coating, or approved equal waterproofing material, shall be applied to the exterior of the manhole. Manhole vacuum testing shall be required by the District on all manholes in all areas of high groundwater.

3.3.3 Rings and Covers
Manhole rings and covers shall be heavy duty castings ASTM A 536 or gray cast iron per ASTM A 48 and all components shall be traffic rated to AASHTO HS-20. Ring and cover combined weight shall be greater than 245 pounds and machined to fit securely with a non-rocking cover. Manhole covers shall be twenty-four inch (24") in diameter and have a minimum of twenty-two and one-eighth inches (22-1/8") diameter clearance, have a waffle pattern with a flat lid and the lettering "SEWER" cast on the cover. Covers shall be D & L brand model A-1043 or accepted equal. Precision Cover Systems, Inc. (PCSI) fully-adjustable manhole covers with variable grade rings shall be installed in roadways.

3.3.4 Grade Rings
Grade rings shall be in accordance with ASTM C 478 and the maximum height of grade rings shall not exceed eleven inches (11").

3.3.5 Manhole steps
Steps shall be comprised of grade 60 deformed rebar encased in a polypropylene copolymer plastic with a tread width of fourteen inches (14"). The steps shall be M.A. Industries No. PS2-PF or PS2-PF-DF or approved equal. Steps shall be cast in place during manufacturing of the manhole sections and shall be six inches (6") from face of manhole. The top most step shall be installed between eighteen (18") and twenty-four inches (24") from the rim of the manhole. Manhole steps shall be vertically aligned and plumb. Steps shall be typically spaced at twelve inches on-center vertically with a maximum spacing of sixteen inches (16"). Steps shall not be installed in the "chimney" portion of the manhole. Entry steps shall be located in the barrel and cone sections of the manhole. See Standard Manhole Detail D-01.

3.3.6 Joint Sealant
Joints shall be sealed with Rub-R-Nek LTM or approved equal installed on the inner and outer ring. Sealant shall be a flexible gasket-type of Butyl rubber, Federal Specifications SS-S-210 (210-A), per ASTM C990-09, AASHTO M-198 75 1. Sealant shall be applied on all surfaces between precast concrete adjusting ring and casting, individual precast concrete adjusting rings, and precast concrete adjusting ring and cone joints. A compatible primer or solvent as recommended by manufacturer of butyl base material shall be used to prepare surfaces prior to application of butyl base
material and riser rings. Two gaskets with a minimum cross sectional area equivalent to one inch (1") in diameter are required per joint on forty-eight inch (48") diameter manholes. Gaskets for manholes greater than forty-eight inches (48") in diameter shall have a minimum cross sectional area of one and one-half inches (1 ½").

3.3.7 Pipe to Manhole Seal
KOR-N-Seal, A-Lok, or approved equal flexible rubber boot in a cored hole per ASTM C 923 shall be used for installations in pre-cast bases.
For installations in cast-in-place bases (upon approval and on existing mains only), all pipe-to-manhole connections shall use two elastomeric Kor-N-Seal, or approved equal, "O"-ring water stops minimum per ASTM F477.

3.3.8 Flow Channel
The flow channel straight through a manhole should be made to conform as closely as possible in shape and slope to that of the connecting mains and shall have two tenths of a foot (0.2') minimum fall through the channel for a standard manhole. Channel depth and width shall equal the largest pipe diameter. The channel walls should be formed or shaped to the full height of the crown of the outlet main in such a manner as to not obstruct maintenance, inspection or flow in the sewers.

3.3.9 Bench
All manholes shall be constructed with a full bench configuration, in which the top of the invert channel walls shall match the crown of pipe elevation. The horizontal bench surface shall be sloped at a minimum of one-half inch (½") per foot, maximum of one inch (1") per foot with a medium broomed finish, perpendicular to the main direction of flow.

3.3.10 Manhole Base
The foundation for each manhole base shall be prepared by replacing unsuitable material with sub grade stabilization material in accordance with Appendix E-Earthwork.
The manhole base shall be precast (in accordance with ASTM C478) unless the manhole ties into an existing main, in which case a cast-in-place base may be used.
The invert shall be formed and smoothly finished to match the shape and elevation of all pipes connected to the manhole. Where the sewer line is designed with a continuous grade through the manhole, the pipe shall be laid through the manhole location, the top half of the pipe cut out and the manhole base formed around the bottom half of the pipe.
All concrete used in construction of cast-in-place manholes and bases shall be CDOT Class D. Concrete reinforcement shall be epoxy-coated steel reinforcing bars in accordance with ASTM A-615, Grade 60. In instances where a manhole ties into an existing main and a cast-in-place base is used, the first pre-cast manhole section shall be placed on the concrete base structure before the base has taken initial set, or the section shall be grouted into a suitable groove formed in the top of the manhole base.
The first section shall be adjusted to the proper grade and alignment so that it is uniformly supported by the base concrete and not bearing on any of the pipes. The manhole steps shall be located one-foot left or right of the main inflow pipe.
The remaining pre-cast sections shall be placed and aligned to provide vertical sides and alignment of the ladder rungs. Plumbness shall be checked as each barrel section is added. A bitumastic or other approved sealer shall be placed between pre-cast sections so that the completed manhole is rigid and watertight. The sealer shall be placed both on the inside lip as well as the outside lip of each section.

3.3.11 Interior Coatings
For drop manholes (or other applications as identified by the District), manhole interiors shall be coated with a Polyamidoamine Epoxy Primer with Polyamidoamine Epoxy Top Coat such as Tnemec Epoxoline Series L69 or equivalent. Preparation and application shall be per manufacturers' recommendations.

3.4 Concrete/Grout

3.4.1 General Requirements
Contractor shall provide the District Inspector with a specification sheet or mix design from the concrete supplier.

3.4.2 Concrete
All concrete used in construction of cast-in-place manholes and bases shall be CDOT Class D. Construction shall be in conformance with the Detail D-01.

3.4.3 Mortar and Grout
Non-shrink mortar and grout used in the shaping of inverts, grade ring gaps, sealing penetrations, or setting and anchoring cast iron shall consist of one part Type II Portland Cement and two parts of fine, clean sand. Only sufficient water shall be added to provide a stiff, workable cement mixture for proper troweling. Hydrate lime or masonry cement shall not be used. Where relatively thin portions of grout are to be applied (to a flow channel or top of bench) an approved epoxy bonding coat shall be applied to the exposed concrete surfaces prior to grouting.

3.5 Locating Disk
The District will provide green 3M brand Full-Range Disk Marker locating disks to the contractor for stub outs. The contractor shall ensure their correct installation.

3.6 Marking Tape
The installation of green marking tape is required on all sewer mains and service lines.
The tape shall be installed approximately 24 inches (24") above the main or line. The tape shall meet the following specifications:

(a) Five (5)-mil thick Polyethylene material.

(b) Solid green color with black lettering.

(c) Six inches (6") in width.

3.7 Casing Material and Spacers
Carrier pipes to be installed inside casings shall be installed with self-restraining casing spacers. Casing spacers shall provide axial thrust restraint to prevent pipe joint deflection during and after installation. They shall also provide dielectric insulation between the carrier pipe and the casing and facilitate installation of the carrier pipe into the casing. See Sewer Main Casing Detail D-5. Pipe casing shall be smooth wall welded steel ASTM A-53 Grade B cylinder fabricated in accordance with AWWA C200. External loading shall be AASHTO HS-20 highway or E-80 railroad loading, railroad loading plus jacking load. Casing joints shall have ends beveled for field welding, be butt welded with complete joint penetration welds around the entire circumference of the pipe, and be formed and accurately manufactured so that when pipes are placed together and welded they form a continuous casing with a smooth and uniform interior surface. Interlocking joints shall be Permalok Interlocking Pipe Joining System.
Casing spacers shall be stainless steel, two piece bolt-on style, minimum fourteen (14) gauge thickness and a minimum length of eleven inch (11"); casing spacers shall be installed every six feet (6') of the pipeline to support the pipe barrel and the weight of its contents, or at an appropriate spacing as determined by the engineer. The four runners shall be eleven inches (11") long at a minimum and manufactured of high abrasion resistant, low coefficient of friction, glass filled polymer. Runner heights shall be set to center the carrier pipe in the casing. Risers shall be ten (10) gauge maximum, and the coating shall be fusion-bonded epoxy or heat fused PVC. Casing spacer models shall be Uni-Flange Series UFRCS1300, Advance Products and Systems, Inc. SI-12; Pipeline Seal and Insulator, Inc. C12G or approved equivalent.
Restrained casing spacers shall be provided at all pipe joints. Restrained casing spacers shall be UniFlange Series UFRCS1390 P or approved equivalent.
Casing end seals shall be preformed and designed to prevent entry of water or loss of material from casing. The end seals shall be made of one-eighth inch (1/8") thick 60 durometer EPDM or neoprene rubber held together with mastic strips to seal the edges.
The seals shall overlap the casing pipe by two inches (2") and shall be held on with AISI 304L stainless steel worm gear clamps. Casing end seals shall be Advance Products and Systems, Inc. AC or AW; Pipeline Seal and Insulator, Inc. C or W; or approved equivalent.

3.8 Tracer Wire (REQUIRED)
See Appendix E

SECTION IV – PIPE INSTALLATION & CONSTRUCTION

4.1 Safety
Job site safety shall be the responsibility of the contractor. The District Inspector may refuse to enter a jobsite if deemed unsafe by Occupational Health and Safety Act (OSHA) standards. Failure to provide a safe jobsite may prevent the District from conducting an inspection.

4.2 Handling of Materials
Pipe and fittings shall be loaded and unloaded by lifting so as to avoid shock or damage. Under no circumstances shall material be dropped. If, however, any part of the pipe is damaged, the replacement or repair of the damaged pipe shall be done to the satisfaction of the District. Any pipe or fittings that are not acceptable to the District shall be removed from the job site immediately. All pipe-handling equipment and pipe handling methods shall be in accordance with the methods and equipment recommended by the manufacturer.
Under NO circumstance shall forks be inserted into any pipe and or fitting.
Pipe shall be stored and handled in accordance with manufacturer's recommendations.
Any pipe with UV degradation or bowing may be rejected by the District Inspector. All pipe shall be delivered to the project site and stored with factory applied end caps intact.

4.3 Inspection and Preparation of Pipe and Fittings
Before placing pipe in the trench, each pipe or fitting shall be thoroughly cleaned of all foreign material, kept clean at all times thereafter, and carefully examined for cracks, warping, or any other defects before installation. Bell ends and spigot ends are to be examined and free of defects. Following the inspection, end caps shall be replaced prior to placing the pipe in the trench.
All lumps, blisters and excess coatings shall be removed from the pipe and fitting, and the outside of the spigot and the inside of the bell shall be wiped clean, dry and free from oil and grease before the pipe or fitting is installed. Dirt and any other material must be removed from the barrel of the pipe before installation.

4.4 Cutting and Fitting of Pipe
Pipe shall be cut in accordance with manufacturer's recommendations, whenever necessary, to conform to location of fittings, line, or grade. All cuts, when required, shall be straight, true and beveled and may be made with plastic pipe cutters or completed per the DIPRA Guidelines for Field Welding and Cutting Ductile Iron Pipe (August 2015). All burrs shall be removed from the ends of cut pipe and the ends of the pipe lightly rasped or filed.

4.5 Pipe Alignment and Grade
Manholes shall be installed at staked locations and elevations. Main installation stakes for alignment and grade shall be set by a surveyor under the guidance of a Professional Land Surveyor who is registered in the State of Colorado.
Pipe shall be installed at a constant grade from manhole to manhole. No grade breaks or low spots will be accepted. Pipe shall be installed with the bell ends facing in the direction of installation, unless directed otherwise by the District. Where pipe is to be installed on a grade of ten percent (10%) or greater, the installation shall start at the bottom and shall proceed upward with the bell ends of the pipe up grade.

4.6 Temporary Plugs
A mechanical pipe plug shall be used as a temporary plug during line installation to isolate the mainline extension from the existing collection system. All temporary plugs shall be provided by the Contractor.

4.7 Frost
No pipe or appurtenant structure shall be installed upon a foundation into which frost has penetrated, or if at any time there is danger of ice formation. No pipe or appurtenant structure shall be installed unless backfilling can be completed before the formation of ice and frost.

4.8 Lowering of Material into the Trench
Proper implements, tools and facilities satisfactory to the District shall be provided and used by the Contractor for the safe and convenient performance of the work. All pipe, manholes, and accessories shall be carefully lowered into the trench piece by piece by means of suitable tools and equipment, in such a manner as to prevent damage to the materials. Under no circumstances shall the materials be dropped or dumped into the trench.
If damage occurs to any pipe, manholes or main accessories in handling, the District inspector may reject the damaged material at the discretion of the inspector.

4.9 Installation of Pipe

4.9.1 General Requirements
Factory applied end caps shall remain installed on the pipe while it is being placed in the trench to prevent foreign material from entering the pipe. The end cap shall be left in place until the connection is to be made to the adjacent pipe. During installation, no debris, tools, clothing or other foreign materials shall be placed in the pipe.
As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe inserted to the manufacturer's recommended depth with a slow steady pressure without jerky or jolting movements and brought to correct line and grade. The pipe shall be secured in place with bedding material tamped under it, except at the bells. Precautions shall be taken to prevent dirt from entering the joint space. No wooden blocking shall be left at any point under the pipeline. All pipe joints shall be uniform and smooth transitions shall exist from joint to joint or fitting.
See Appendix E for bedding, backfill and compaction requirements.

4.9.2 Ductile Iron Pipe
Push-On Joints: The inside of the bell, the outside of the spigot end, and the rubber gasket shall be thoroughly cleaned to remove oil, grit, excess coating, and other foreign matter. The rubber gasket shall be flexed inward and inserted into the gasket recess of the bell socket. NSF-61 approved gasket lubricant per the manufacturers recommendations shall be applied to either the inside face of the gasket, and the spigot end of the pipe, per the manufacturer's recommendations.
The spigot end of the pipe shall be placed in the bell end with care to prevent the joint from contacting the ground. Pipe furnished without a depth mark on the spigot end shall be marked before assembly to ensure insertion to the manufacturer's recommended depth. The pipe shall be kept in straight alignment and the joint shall be completed by inserting the pipe to the manufacturer's recommended depth with a slow, steady pressure by using a long pry bar, jack, lever puller, or backhoe bucket. A timber header should be used between the pipe and the jack or backhoe bucket to avoid damage to the pipe.
Upon completion of joining push-on joint pipe, an inspection shall be made to ensure that the gasket is correctly aligned in the gasket recess of the bell socket and not twisted or turned.

4.9.3 Polyvinyl Chloride Pipe
Elastomeric Gasket Joints: Immediately before joining two (2) lengths of PVC pipe, the inside of the bell or coupling, the outside of the spigot and the elastomeric gasket shall be thoroughly cleaned to remove all foreign material.
Lubrication of the joint and rubber gasket shall be done in accordance with the pipe manufacturer's specifications.
Care shall be taken that the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell or coupling must be in accordance with the manufacturer's recommendations.
The spigot and bell or coupling shall be aligned and inserted to the manufacturer's recommended depth or reference line. Installation or pushing shall be done in a smooth, steady motion. Upon completion of joining the pipe, an inspection shall be made to assure that the gasket is correctly aligned in the gasket recess of the bell socket and not twisted or turned. NO deflection will be allowed at a joint of PVC pipe.

4.9.4 Yelomine Pipe
Installation of Yelomine pipe shall be in accordance with the manufacturer's recommendations and specifications. Cleanout caps shall be installed with nonpermanent gaskets where applicable.

4.9.5 Job-Mixed Concrete
Job-mixed concrete shall be thoroughly mixed to combine aggregates, cement, and water into a uniform mass.

4.9.6 Ready-Mixed Concrete
Said materials must be proportioned, mixed and transported in accordance with ASTM C94. Any concrete not plastic and workable when it reaches project shall be rejected.
See Section 3.4 for material specifications.

4.10 Manholes
Manholes shall be precast, watertight and constructed in accordance with the District's standard details and per Section 3.3. For precast manhole bases, the area underneath the manhole base shall be excavated and bedding material shall be placed and compacted to 95% Modified Proctor the required elevation. The manhole base shall then be lowered into the trench and checked for proper bearing on the subgrade, proper elevation and orientation to receive the incoming and outgoing sewers at the designated invert elevation. If the invert elevation varies by more than plus or minus one half inch (1/2") from the designated invert elevation, the base shall be removed and reset. The concrete invert channel and bench shall be constructed following the connection of all sewer pipes to the manhole. The flow channel shall be smooth and true to the sewer pipe invert elevations, with uniform cross section and slope, either straight or with a continuous curve between inlet and outlet of pipes. To eliminate free fall conditions in a manhole resulting from invert elevation differentials between incoming and outgoing pipes, the Contractor shall form and construct suitable channels in the bottom of the manhole connecting the inverts. Shape channel base and bench per Sections 3.3.8 and 3.3.9, respectively. New manholes shall have pre-formed holes for pipe installation and existing manholes shall be cored to install pipe and connector. Chip existing concrete
bench inside manhole and shape smooth continuous invert for connections to existing manholes. All pipe-to-manhole connections and grade adjustment rings shall be sealed and grouted with non-shrink materials and be watertight. All lift holes shall be filled with non-shrink grout.
All dimensions, locations and elevations shall be coordinated by the Applicant and Contractor and meet the requirements of the District. Cast-in-place manhole bases will only be allowed when connecting to an existing main.

4.11 Service Lines
Refer to Appendix B, Section II.

SECTION V – TESTING AND ACCEPTANCE

5.1 General Requirements for Connections
Connections to the District system shall be inspected and approved by the District prior to backfilling.

5.1.1 Service Connections
Refer to Appendix B.

5.1.2 Connections to Manholes
All connections shall match the crown of pipe to crown of pipe at the highest existing main or per the direction of the District. All new main installations shall require reformed benches that meet all District standards.

5.2 Testing – Sewer Mains

5.2.1 Alignment
Straight alignment shall be checked by using either a laser beam or lamping.

5.2.2 Low Pressure Air Testing – General Requirements
The air test shall, as a minimum, conform to the test procedure described in ASTM F 1417 Standard Practice for Installation Acceptance of Plastic Non-Pressure Sewer Lines Using Low-Pressure Air. Deflection testing should occur prior to air test.

5.2.3 Low Pressure Air Testing Procedure

(a) Lines must be cleaned by flushing or by other means before the low pressure air test is to begin.

(b) Isolate the sewer line to be tested and ensure that all other outlets from which air could escape are properly sealed. In this step of the procedure, it is necessary to inspect the manhole invert being plugged to be sure that it has no damage which will be covered by the plug and not detected with the low-pressure air test.

(c) Determine the duration of the test by using the accompanying tables at the end of this section.

(d) Begin the test by connecting the air source to the inlet tap. Slowly add air until the internal pressure of the test section reaches a pressure 4.0 psig. If ground water back pressure exists, it must be quantified by the Engineer prior to testing.

(e) After the constant pressure of 4.0 psig is obtained, regulate the air supply so that the pressure is maintained between 3.5 to 4.0 psig for at least 2 min. Depending on air/ground temperature conditions, the internal air temperature will stabilize in equilibrium with the temperature of the pipe walls. The pressure will normally drop slightly until equilibrium is obtained; however, a minimum of 3.5 psig is required.

(f) Once the pressure has stabilized to 4.0 psig (plus the average ground water back pressure, if applicable) disconnect the air supply from the control panel. Observe the continuous monitoring gauge and decrease the internal pressure to no less than 3.5 psig. At a reading of 3.5 psig or within the range of 3.5 to 4.0 psig, stop decreasing the pressure and commence timing with a stopwatch or watch with a second hand or digital readout in minutes and seconds with an accuracy of 0.1.s.

(g) Once the predetermined time period from the formula or table above has elapsed, observe the continuous monitoring gauge to obtain the amount of pressure lost during the test duration. If the pressure drop is found to be less than 1.0 psig (or 0.5 psig in circumstances where a shorter test duration is desired), the section is presumed to be free of any leaks or defective joints. If the pressure drop is 1.0 psig or greater (0.5 psig or greater in circumstances where a shorter test duration is desired), the test section has failed due to excessive pressure loss. When low-pressure air testing of a sewer line results in a failure the Contractor, at his/her own expense, shall detect the leak or defect and repair or replace whatever is necessary to remedy such defect in a manner acceptable to the Owner.

See TABLE D-3 for Minimum Time for a 1.0 psig Pressure Drop for Size and Length of Pipe for Q = 0.0015
See Table D-4 for Minimum Time for a 0.5 psig Pressure Drop for Size and Length of Pipe for Q = 0.0015

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MIDTOWN VILLAGE FINAL PUD
SEWER CONSTRUCTION SPECIFICATIONS 1

29

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SEWER SPECIFICATIONS - CONTINUED

5.3 Manhole Testing – General Requirements

Manhole vacuum testing shall be required by the District on all manholes in all areas of high groundwater via the vacuum test per ASTM C1244, "Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) prior to backfill.

5.3.1 Manhole Testing Procedure

(a) Plug all inlets and outlets.

(b) Install the vacuum tester head assembly on the manhole.

(c) Attach the vacuum pump assembly to the proper connection on the test head assembly. Make sure the vacuum inlet/outlet valve is in the closed position.

(d) Inflate the sealing element to twice the test pressure to be used. Do not over inflate.

(e) Start the vacuum pump assembly engine and allow preset RPMs to stabilize.

(f) Open the inlet/outlet ball valve and evacuate the manhole to ten-inch (10") Hg (mercury) that is equivalent to approximately 5 PSIG (0.3 bar) backpressure.

(g) Close the vacuum inlet/outlet ball valve, disconnect the vacuum pump and monitor the vacuum for one (1) minute.

(h) Allowable leakage - less than one-inch (1") Mercury (Hg) in one (1) minute.

(i) All manholes that do not meet the minimum amount for the leakage rests must be repaired and re-tested.

5.4 Television Inspection – General Requirements

Prior to construction/final acceptance of any sanitary sewer line by the District, the main shall be inspected internally by television as outlined in this Section. Leakage testing shall be performed prior to televising. The complete job is ready for television inspection when the following work has been completed.

(a) All sewer pipelines are installed and backfilled.

(b) All attributes are in place, all inverts are complete and pipelines are accessible.

(c) All other underground facilities, utility piping and conduits are installed.

(d) Pipelines have been jet cleaned.

(e) Final air test has been completed.

When the above work is complete, the Contractor shall arrange for the television inspection. The Contractor of the project will notify the District in writing as to the scheduled date of the television inspection.
After conditions a through e as outlined above, are met, the entire job will be televised.

(a) A video. accompanied by Standard Form 6.3 shall document defects requiring correction.

(b) If no deficiencies are observed, the work will be considered satisfactory.

There is no acceptance tolerance for defects such as high and low spots, joint separations, offset joints, chipped ends, cracked or damaged pipe, dimples or bumps in the pipe, or groundwater infiltration.

5.4.1 Inspection Format

Sanitary sewer lines shall be inspected by means of remote CCTV. All CCTV work shall conform to current NASSCO-PACP standards. Contractor shall provide the District with CCTV inspections (video and data collected) entirely in electronic format. Mains shall be tested with three and a half (3.5) gallons of water per minute flowing during televising and shall follow the direction of flow. The camera must be centered in the pipe and the speed of travel shall be slow enough to inspect each pipe joint, and tee connection, and should not, at any time, be faster than 30 feet per minute. The documentation of the work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, etc. noting important features encountered during the inspection. All CCTV video observations shall be identified by audio and recorded on the District Standard Form 6.3 and is required to accompany each submittal.

5.4.2 CCTV Video Content

Submitted CCTV videos shall include:

(a) Footage indicator

(b) Running time

(c) Date

(d) Location

(e) Beginning (upstream) and ending (downstream) manhole numbers for each run. Manhole numbers corresponding with the District's GIS mapping system shall be obtained by the District field inspector.

5.4.3 District Review

The Contractor will be notified in writing of any deficiencies revealed by the television inspection that require repair. If corrective work is indicated and the Contractor wishes to view CCTV videos, he shall contact the District to set a time for the viewing.

5.4.4 Correction of Deficiencies

Those segments of the pipeline system that have been corrected must be re-televised. The procedure outlined in above will be repeated until all deficiencies observed by television inspection have been corrected to the complete satisfaction of the District. Prior to submittal to the District, the CCTV videos shall be reviewed by the Engineer, Applicant, and Contractor for any defect that may be visible. If CCTV videos and cut sheets are submitted to the District that are deemed "unacceptable," the Contractor shall be charged for the time taken by District personnel to review the CCTV videos. The minimum charge shall be one hundred dollars ($100).

5.5 Sewer Main Repairs

All proposed repairs must be approved by the District Inspector prior to actual repair. Once repair has been made, inspection will be required by a District Inspector. There will be no exception to this requirement. If a repair and/or correction is made in a sewer line segment, the entire line segment shall be required to be re-televised with water flowing. A line segment is defined as the entire length of sewer line from manhole to manhole.

5.6 Protection of Existing Sewer System

On the outlet of the connection point to the existing District sewer main, a mechanical plug shall be installed to prevent any flow, debris and or material from the newly constructed main line from entering the District's system. The plug shall be normally set on the downstream outlet of the manhole. Plugs shall be installed per the direction of the District's Inspector. The plug shall be a mechanical-type device and is to be secured to the existing manhole to prevent loss of plug. The plug shall not be removed until Construction Acceptance has occurred. The Contractor shall be required to make routine inspections of the mechanical plug to insure that no leaking is occurring. If a leak is found, the Contractor shall immediately notify the District and take corrective action. The District may perform a video inspection of existing sewer mains that could potentially be impacted by construction activities prior to the start of construction and after the completion of construction. Any damage to existing facilities caused by the Contractor shall be repaired at the Contractor's expense.

5.7 Manhole Abandonment

Manholes to be abandoned in place shall have all pipes entering or exiting the structure plugged with lean concrete or controlled low strength material backfill (Flo-Fill). For manholes with existing pipes too large to plug with fill, a bulkhead shall be constructed on the inside of the manhole to prevent the fill from entering the pipes. Manhole tops or cone section shall be removed to the top of the full barrel diameter section or to a point not less than eighteen (18) inches below final grade. The structure shall then be backfilled with lean concrete or Flo-Fill. Surface restoration shall be completed to match the surrounding areas.

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MIDTOWN VILLAGE FINAL PUD

SEWER CONSTRUCTION SPECIFICATIONS 2

30

JOB No. **20067**

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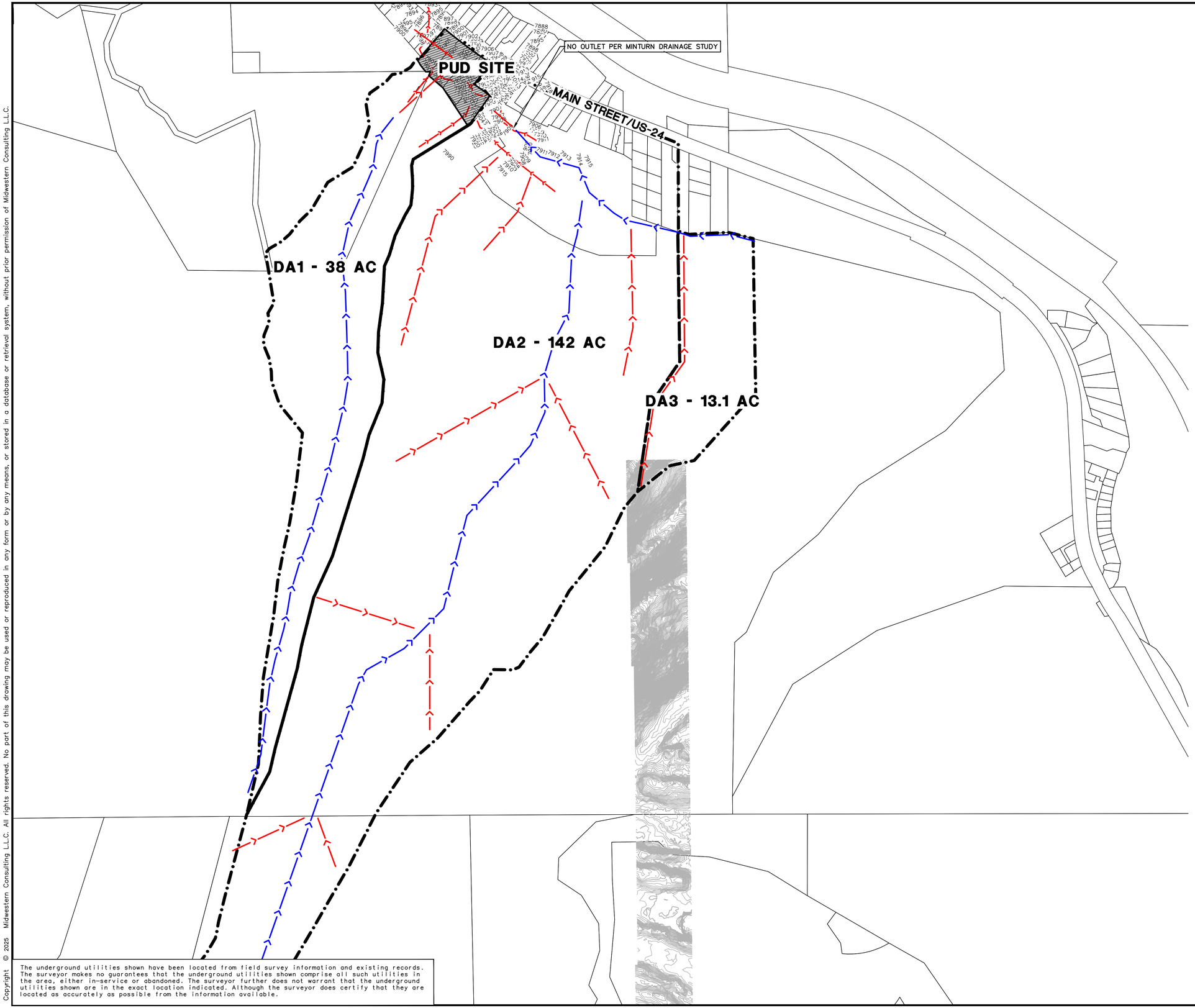

SCALE: 1" = 100'

0 100 200 300

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

NOTES

1. CONTOURS ARE NOT FIELD VERIFIED AND ARE INSERTED PER USGS GIS DATA
2. EXISTING DRAINAGE AREA PATTERNS AND AREAS ARE ESTIMATED.

LEGEND

- 838 — EXIST. CONTOUR
- EXIST. DRAINAGE AREA BOUNDARY
- FLOW PATH CONCENTRATED FLOW
- FLOW PATH SHEET FLOW

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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MIDTOWN VILLAGE FINAL PUD

EXISTING DRAINAGE PLAN

31

JOB No. 20067

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SCALE: 1" = 30'

0 30 60 90

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LEGEND

- EXIST. CONTOUR
- PROP. CONTOUR
- EXIST. SPOT ELEVATION
- PROP. SPOT ELEVATION
- EXIST. UTILITY POLE
- EXIST. OVERHEAD UTILITY LINE
- EXIST. WATER VALVE
- EXIST. HYDRANT
- PROP. WATER MAIN
- PROP. HYDRANT
- PROP. GATE VALVE IN BOX
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- PROP. STORM SEWER
- PROP. CATCH BASIN OR INLET
- PROP. UNDERGROUND STORM SEWER STORAGE
- PROP. UNDERGROUND STONE BED
- EXIST. SANITARY SEWER
- PROP. SANITARY SEWER
- PROP. FLOOR DRAIN
- SIGN
- POST
- EXIST. GAS VALVE
- WELL
- FENCE
- PROP. ELEC. TRANSFORMER
- PROP. ELECTRIC LINE
- PROP. GAS LINE

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OVERALL GRADING PLAN

32

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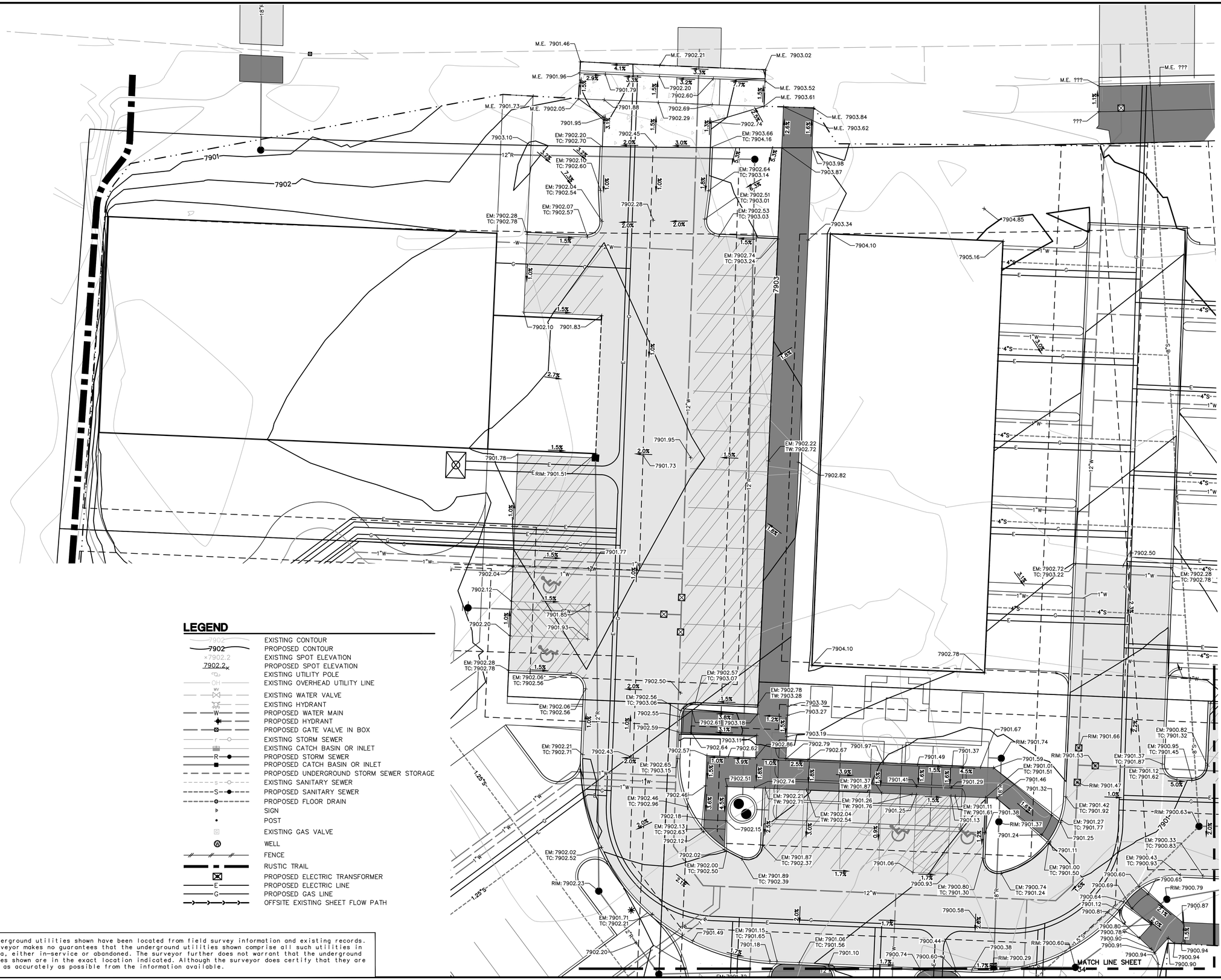

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE IN BOX
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- RUSTIC TRAIL
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE
- OFFSITE EXISTING SHEET FLOW PATH

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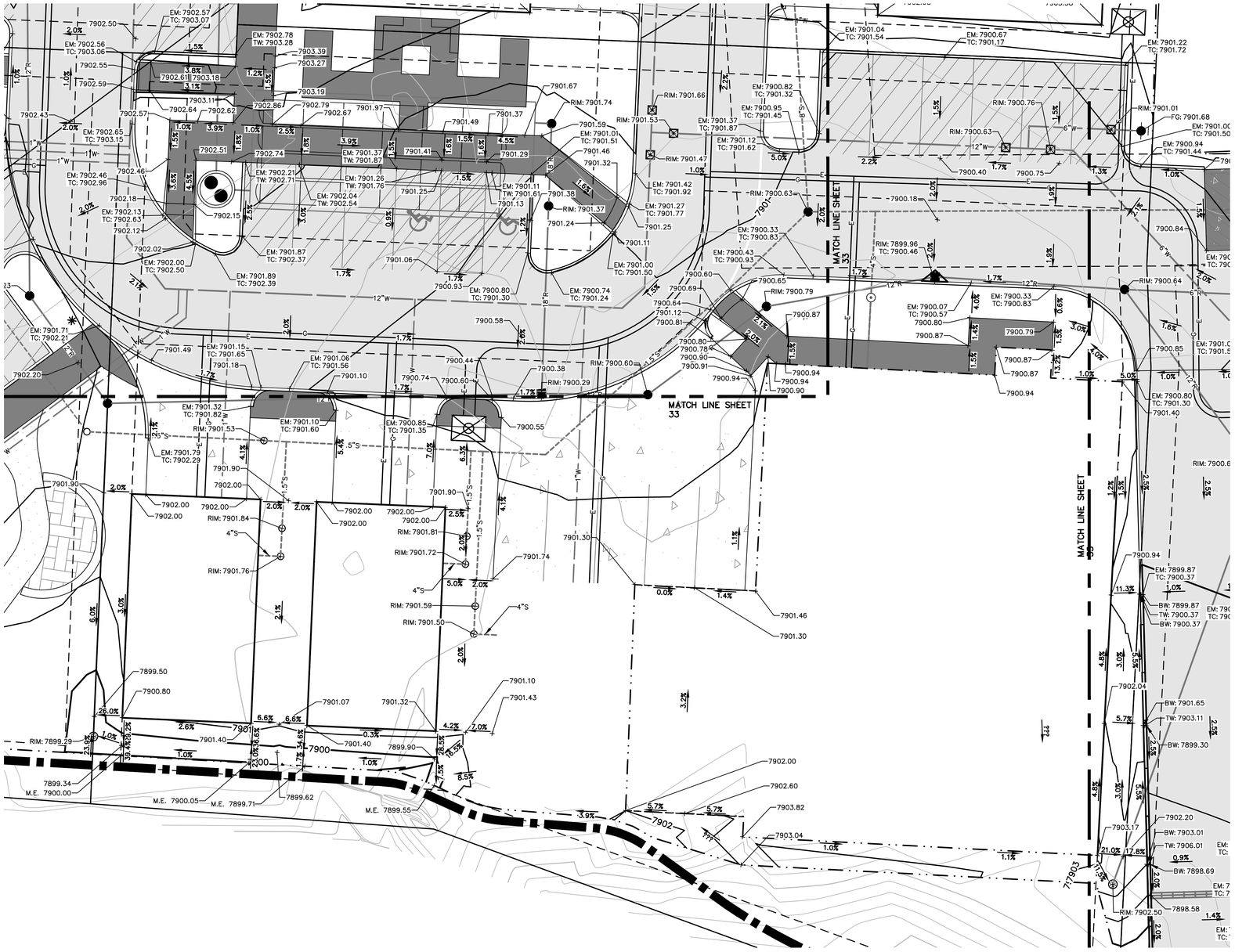

SCALE: 1" = 10'

0 10 20 30

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LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE IN BOX
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
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- WELL
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MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

MIDTOWN VILLAGE FINAL PUD

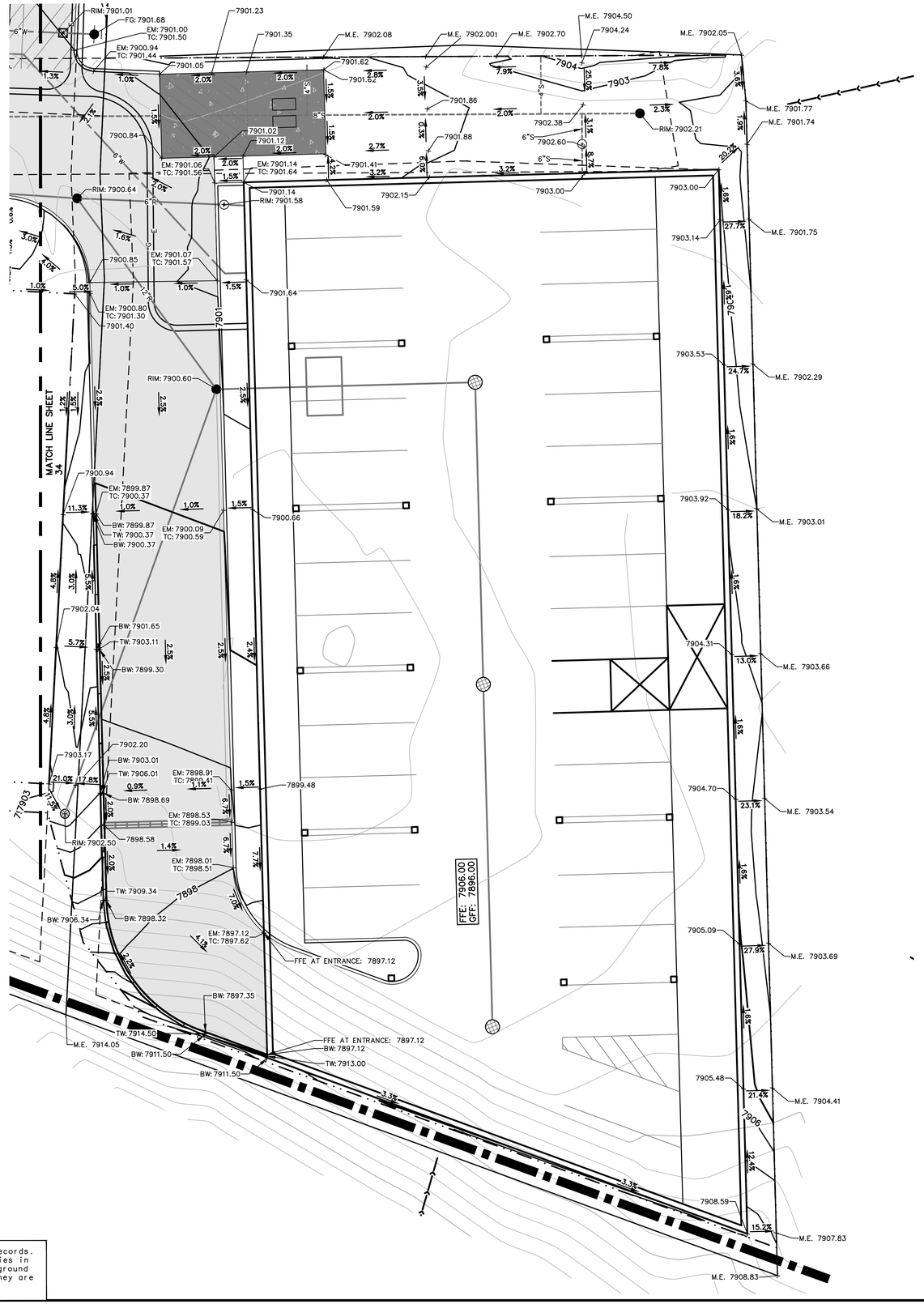
DETAILED GRADING PLAN 2

34

JOB No. 20067
REVISIONS:
PER MINTURN REVIEW

REV.	DATE
0	03/03/26

DATE: 09/18/25
SHEET 34 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067GP2



SCALE: 1" = 10'

0 10 20 30

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

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE IN BOX
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- RUSTIC TRAIL
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE
- OFFSITE EXISTING SHEET FLOW PATH

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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MIDTOWN VILLAGE FINAL PUD

DETAILED GRADING PLAN 3

35

JOB No. 20067

REVISIONS:
PER MINTURN REVIEW — REV. DATE: 03/03/26

DATE: 09/18/25
SHEET 35 OF 45
CADD: KJV
ENG: CMW
PM: ROW
TECH:
\20067GP2

M:\civil\34_pro\20067\final site plan\20067GP2.dwg, 3/3/2026 5:24 PM, Colton M. Wallace, 35 DETAILED GRADING PLAN 3, MCLLC PDF.pc3
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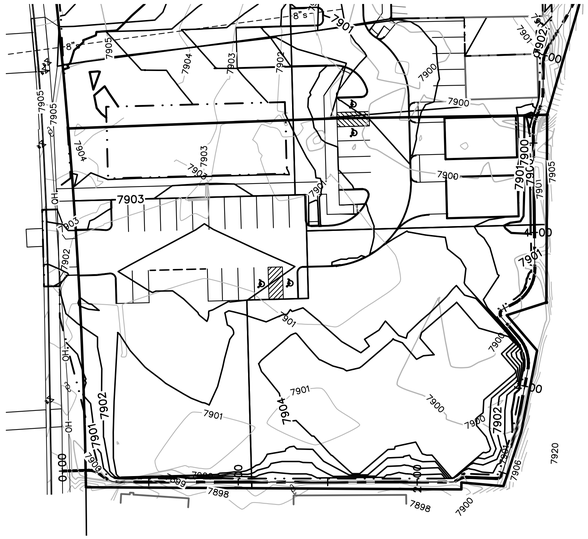

SCALE: 1" = 40'
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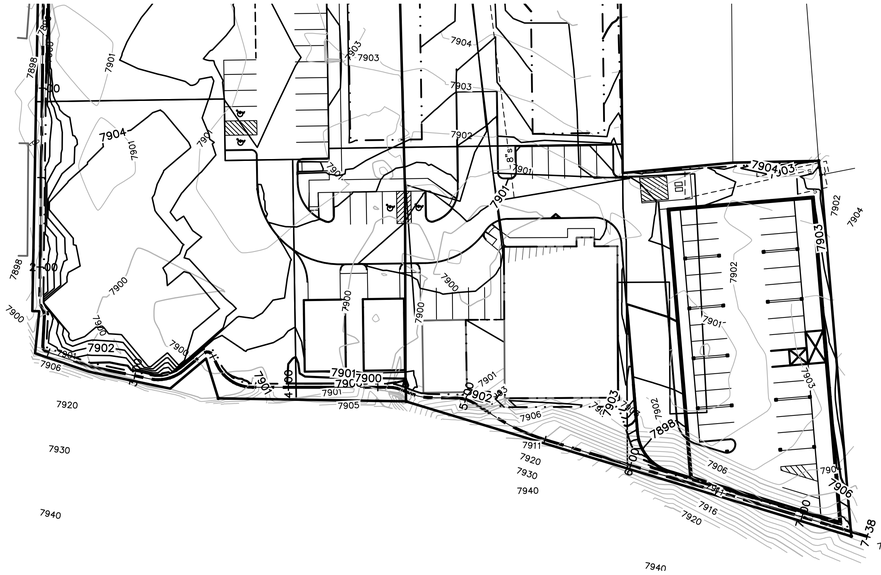

SCALE: 1" = 40'
0 40 80 120

HORZ. SCALE: 1" = 40'
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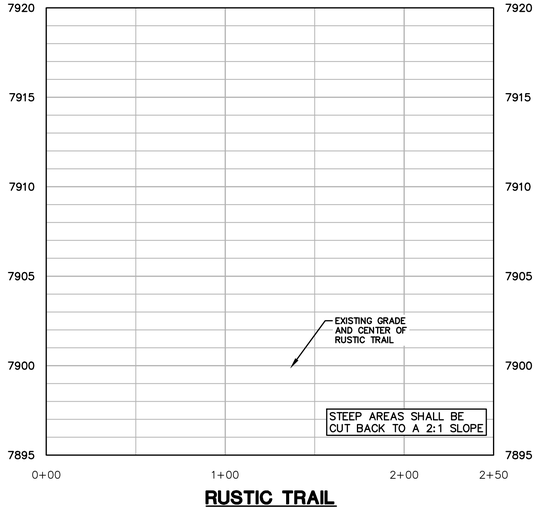
0 4 8 12
VERT. SCALE: 1" = 4'



RUSTIC TRAIL

HORZ. SCALE: 1" = 40'
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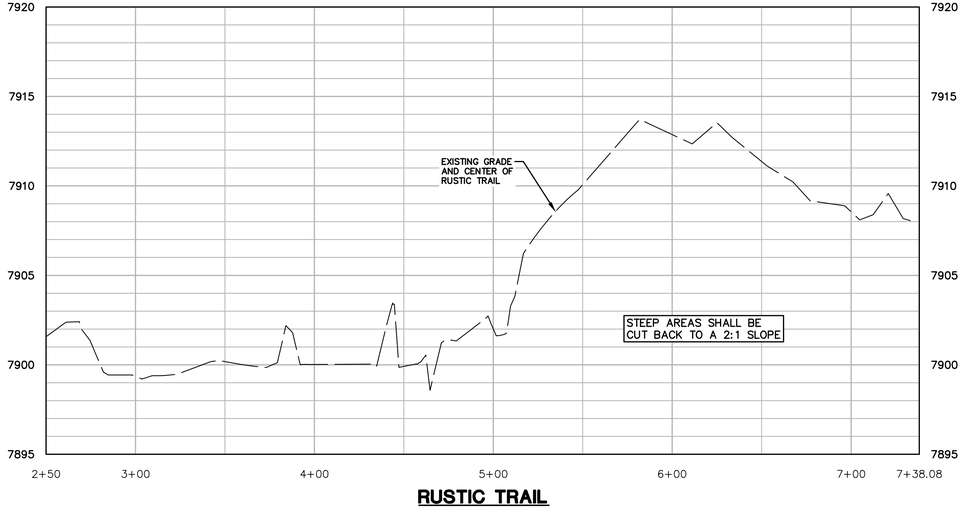
0 4 8 12
VERT. SCALE: 1" = 4'



RUSTIC TRAIL

RUSTIC TRAIL CONSTRUCTION EXAMPLE IMAGES



NOTES

ADD NOTES AS NECESSARY

LEGEND

7902	EXIST. CONTOUR
7902	PROP. CONTOUR
	EXIST. UTILITY POLE
OH	EXIST. OVERHEAD UTILITY LINE
W	EXIST. WATER VALVE
	EXIST. HYDRANT
W	PROP. WATER MAIN
	PROP. HYDRANT
	PROP. GATE VALVE IN BOX
r	EXIST. STORM SEWER
	EXIST. CATCH BASIN OR INLET
R	PROP. STORM SEWER
	PROP. CATCH BASIN OR INLET
	PROP. UNDERGROUND STORM SEWER STORAGE
	PROP. UNDERGROUND STONE BED
s	EXIST. SANITARY SEWER
S	PROP. SANITARY SEWER
	PROP. FLOOR DRAIN
	SIGN
	POST
G	EXIST. GAS VALVE
W	WELL
	FENCE
	RUSTIC TRAIL
	PROP. ELEC. TRANSFORMER
E	PROP. ELECTRIC LINE
G	PROP. GAS LINE

RUSTIC TRAIL BMPS

1. PROPOSED DESIGN CREATES A STABLE TRAIL THAT WILL RESULT IN FEWER PROBLEMS WITH SOIL EROSION AND SEDIMENTATION.
2. INSTALL TEMPORARY EROSION CONTROL MEASURES SUCH AS HAY BALES BEFORE CONSTRUCTION BEGINS. KEEP THEM IN PLACE AND MAINTAINED DURING CONSTRUCTION AND REMOVE THEM ONLY AFTER THE SITE HAS BEEN STABILIZED.
3. BEFORE BEGINNING ANY TRAIL CONSTRUCTION, INSTALL NECESSARY MEASURES TO MINIMIZE AND PREVENT EROSION.
4. STABILIZING SLOPES, CREATING NATURAL VEGETATION BUFFERS, DIVERTING RUNOFF FROM EXPOSED AREAS, CONTROLLING THE VOLUME AND VELOCITY OF RUNOFF, AND CONVEYING THAT RUNOFF AWAY FROM THE CONSTRUCTION AREA ALL SERVE TO REDUCE EROSION.
5. DURING TRAIL CONSTRUCTION, MINIMIZE THE AMOUNT OF SOIL DISTURBANCE AT STREAM CROSSINGS.
6. TRAIL CONSTRUCTION IS BEST DONE DURING THE DRY MONTHS WHEN SOIL SATURATION AND WATER LEVELS ARE AT THEIR LOWEST.
7. THE THREE MOST IMPORTANT FACTORS TO CONSIDER DURING TRAIL CONSTRUCTION ARE THE CHARACTER OF THE LAND ITSELF (SOIL, SLOPE, AND VEGETATIVE COVER), THE TYPE OF EXPECTED USE, AND THE VOLUME OF THAT EXPECTED USE.
8. RUSTIC TRAIL TO BE DESIGN-BUILT BY 10TH MOUNTAIN BUILDERS.

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m:\civil3d_proj\20067\final site plan\20067DP3.dwg, 11/20/2025 4:36 PM, Colton M. Wallace, 36 RUSTIC TRAIL PLAN, MCULC PDF.pc3
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MIDTOWN VILLAGE FINAL PUD

RUSTIC TRAIL PLAN

36

DATE: 09/18/25
SHEET 36 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH: 20067DP3

REV. DATE

JOB No. 20067
REVISIONS:

m:\civil\34_pro\20067\final site plan\20067SR1.dwg, 11/20/2025 4:36 PM, Colton M. Wallace, 37 STORM WATER MANAGEMENT PLAN, MCLLC PDF.pc3
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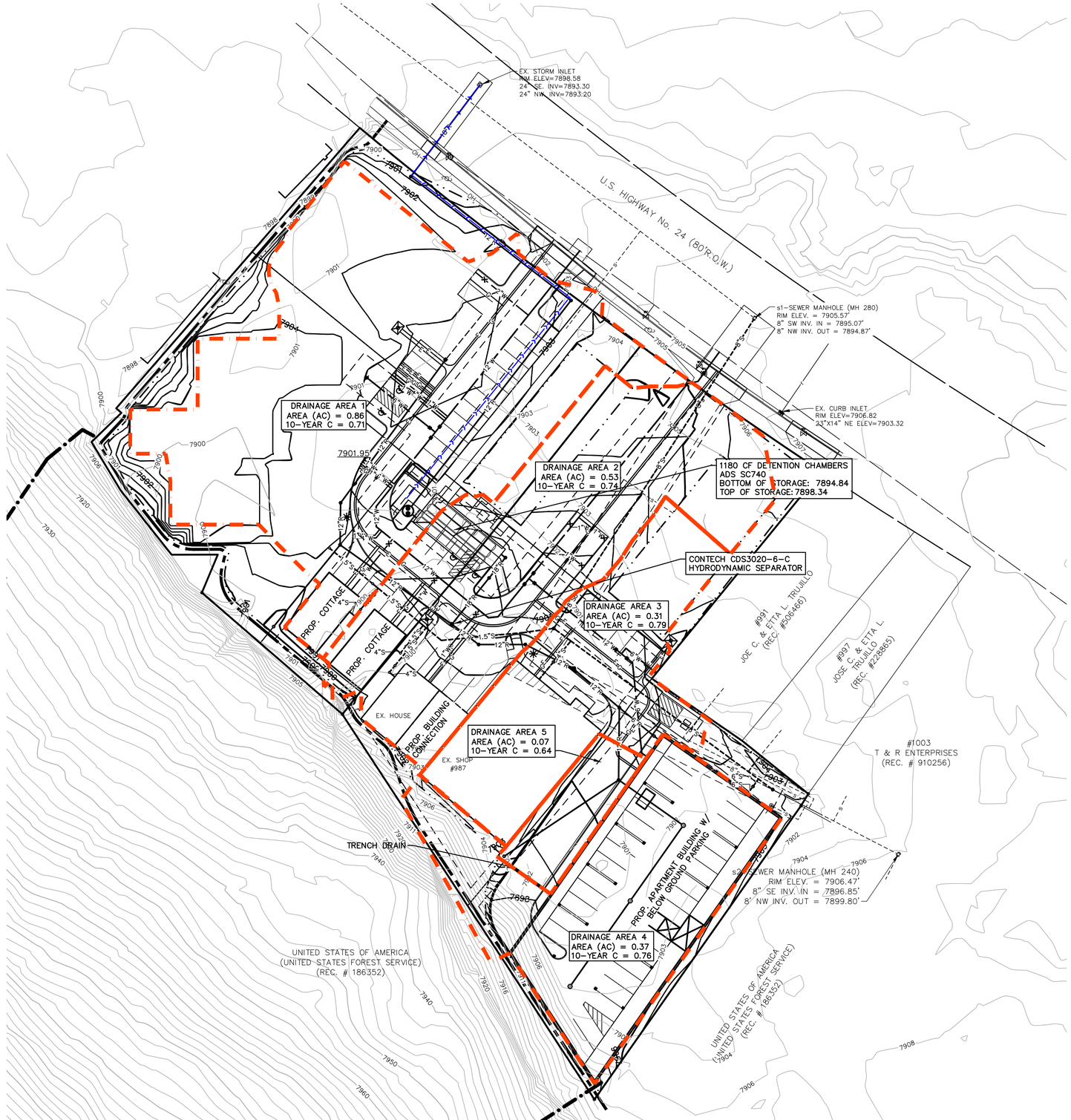

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LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE IN BOX
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED DRAINAGE AREA
- EMERGENCY OVERFLOW ROUTING
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE

SCALE: 1" = 30'

0 30 60 90

Know what's below. Call before you dig.

STORMWATER VOLUME CALCULATIONS

Drainage Area

Cover Type	Soil Type	Area (sft)	Area (ac)	Runoff Coeff. (C)	(C) x (Area)
Building Roof		73,805	1.69	0.95	1.61
Pavement		0	0.00	0.95	0.00
Grass	C	19,416	0.45	0.61	0.27
Water Surface		0	0.00	1.00	0.00
Total		93,221	2.14		1.88
			Weighted C = (Sum(C)x(Area))/(Area Total)=		0.88

1-Hour Rainfall Depth, P1

2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr
0.53	0.69	0.83	1.06	1.26	1.47	2.05

*One Hour precipitation depth (in) from NOAA Atlas 14

Intensity

USDCM V1 Equation 5-3

$$I = \frac{28.5 * P_1}{(10 + T_d)^{0.786}}$$

$$I = \frac{28.5 * 1.47}{(10 + 60)^{0.786}} = 1.49$$

Pre-development 100-year release rate

USDCM V2 Equation 12-5 $q = P_1 * C_1 * S^{C_2} * \left[\frac{C^2}{A}\right]^{C_3} = 8.48 \frac{cfs}{acres}$

$$q = 1.49 * 1.3053 * 0.0133^{0.1651} * \left[\frac{300^2}{93221}\right]^{-0.3490} = 8.48 \frac{cfs}{acres}$$

$$q = 0.9531 * 1.0123 = 0.965 \frac{cfs}{acres}$$

$$0.965 \frac{cfs}{acres} * 2.14\ acres = 2.07\ cfs$$

Proposed 100-Year Volume

USDCM V2 Equation 12-4

$$V_{100} = 1.49 * [(0.341 * 0.792^{1.389} + 0.398 * 0.792^{0.389})]$$

$$V_{100} = 1.49 * [0.2467 + 0.3635]$$

$$V_{100} = 0.9092\ Watershed\ Inches$$

$$V_{100} = 7063\ Cubic\ Feet$$

Infiltration

		Storage Volume (cft)		Design Infilt. Rate	Infilt. Volume in 6-hr	Total Volume
	Area (sft)	Surface	In Soil	(in/hr)	Drawdown (cft)	Reduction (cft)
Detention Infiltraiton	1021	1,827		6.00	3,063	4,890
				Total Volume Reduction Through Infiltraiton		4,890

Detention Outlet Calculations

Storm Event	Req'd Volume	less	6 Hour Infiltration	=	Final Volume to Underground Detention
100 -year (Area to Underground Detention)	7,063 cft	-	4,890 cft	=	**2,173 cft**

Underground Detention Volumes Provided

Elevation	Depth (ft)	Volume (cft)	Cum. Volume (cft)
7894.09	0.00	0	0
7897.01	2.92		1,899
7897.84	3.75		2,268
		Total Volume =	**2,268**

Storage Elevation Calculation

100-Year Elevation (X100)= (7,897.8 - 7,897.0) / (2,268 - 1,899) = (X100 - 7,897.0) / (2,173 - 1,899) X100 = 7,897.63 ft

100-year Discharge

Orifice Elevation	7897.01 ft
Max Head to 100yr Holes (Hmax-100) = X100 - Xbf =	0.83 ft
Orifice Diameter	1.250 in
Orifice Area	0.009 sft
Number of holes used	1 ea
Area of (1) - 1.25 inch Orific (A100)	0.009 sft
100-year Orifices Max Release Rate (Qmax-100) = 0.62 * A100 * sqrt (2 * g * Hmax100) = 0.62 * 0.009 * sqrt (2 * 32.2 * 0.83) =	0.04 cfs

100-year Drawdown Time

Volume of Storage	2,268 cft
Total 100-year drawdown time = = 2268 cf / 0.04 cfs / 3600 =	15.75 hr

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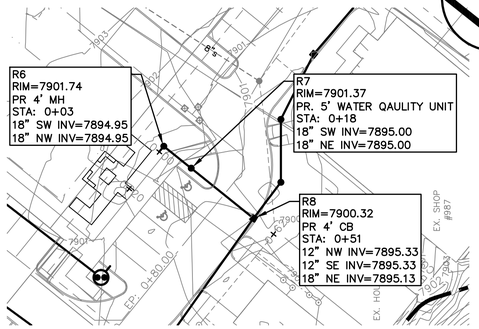
MIDTOWN VILLAGE FINAL PUD

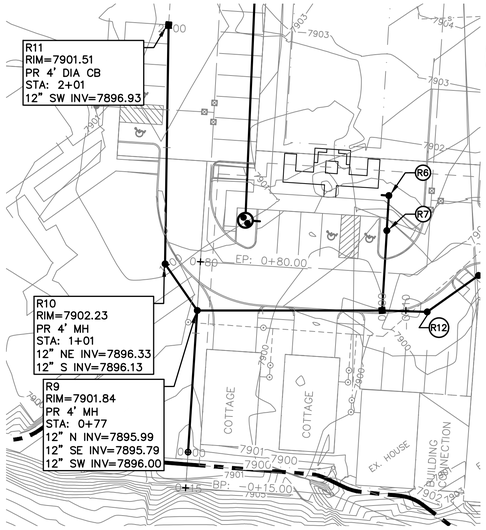
STORM WATER MANAGEMENT PLAN

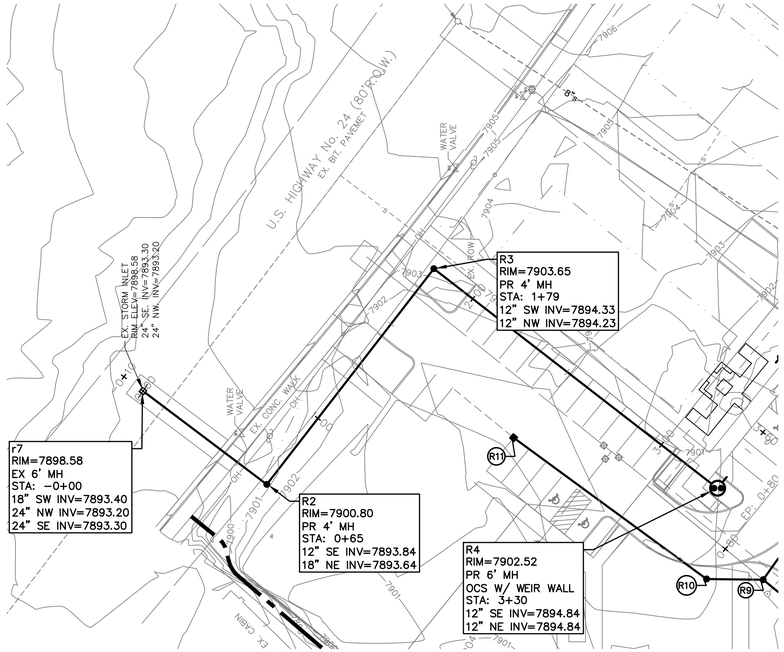
37

JOB No. 20067
DATE: 09/18/25
SHEET 37 OF 45
CADD: K/V
ENG: CMW
PM: RCW
TECH:
I:/20067SR1

REVISIONS:	REV.	DATE	CDOT COMMENTS
	1	11/20/25	







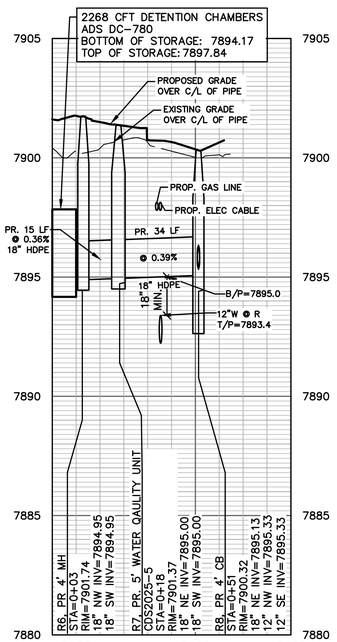
HORZ. SCALE: 1" = 30'

0 30 60 90

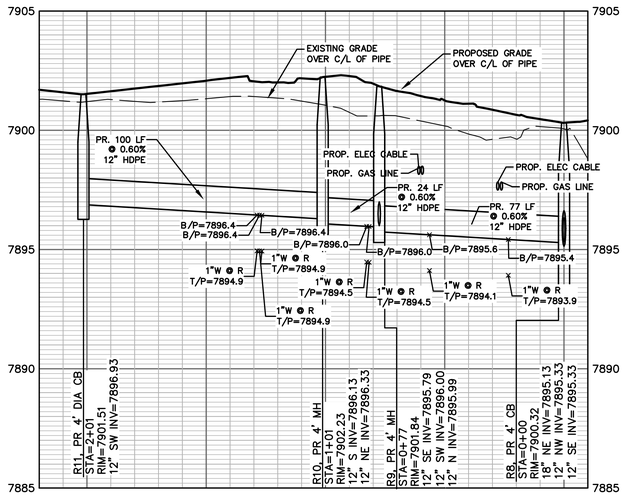
VERT. SCALE: 1" = 3'

0 3 6 9

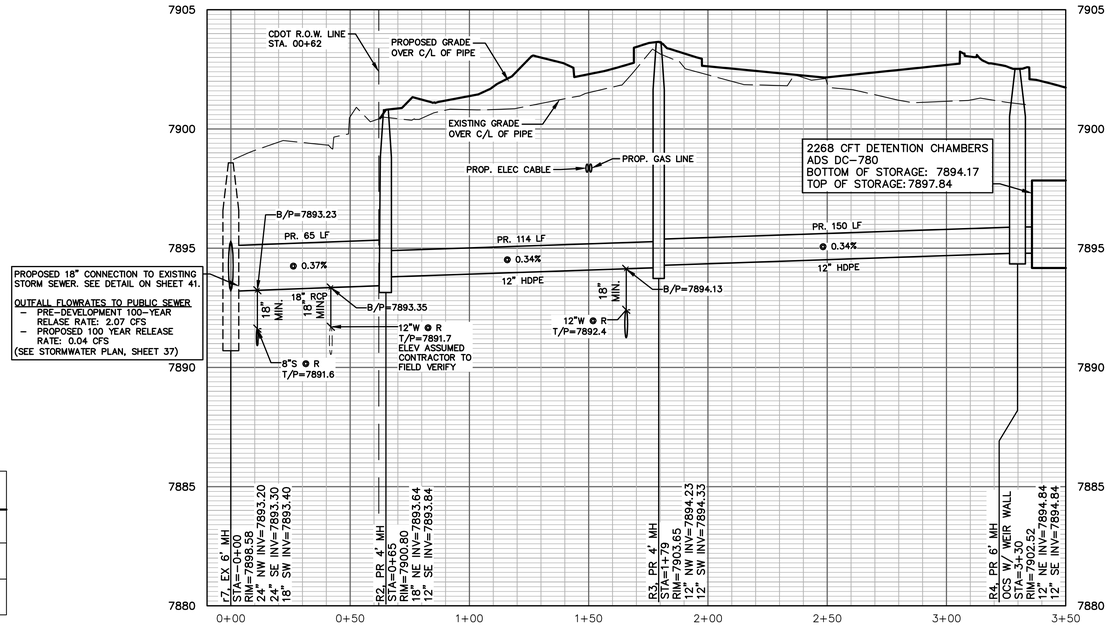
811 Know what's below. Call before you dig.



ST R6 TO R8



ST R8 TO R11



ST R7 TO R4

STORM STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	SUMP	TYPE OF CASTING
r7	6' MH	7898.58	18" SW 7893.40 24" NW 7893.20 24" SE 7893.30	7.38	2'	CDOT TYPE R INLET
R2	4' MH	7900.80	12" SE 7893.84 18" NE 7893.64	7.16	0'	CDOT MANHOLE
R3	4' MH	7903.65	12" SW 7894.33 12" NW 7894.23	9.42	0'	CDOT MANHOLE
R6	4' MH	7901.74	18" SW 7894.95 18" NW 7894.95	6.79	0'	CDOT MANHOLE
R7	5' MH	7901.37	18" SW 7895.00 18" NE 7895.00	6.37	0'	CDOT MANHOLE
R8	4' CB	7900.32	12" NW 7895.33 12" SE 7895.33 18" NE 7895.13	7.18	2'	TYPE 13 CURB INLET
R9	4' MH	7901.84	12" N 7895.99 12" SE 7895.79 12" SW 7896.00	6.05	0'	CDOT MANHOLE

STORM STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	SUMP	TYPE OF CASTING
R10	4' MH	7902.23	12" NE 7896.33 12" S 7896.13	6.10	0'	CDOT MANHOLE
R11	4' CB	7901.51	12" SW 7896.93	4.75	0'	TYPE 13 CURB INLET

LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT (HYD.)
- PROPOSED WATER MAIN
- PROPOSED HYDRANT (HYD.)
- PROPOSED GATE VALVE IN BOX (GVIB.)
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET (CB.)
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET (CB.)
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED UNDERGROUND STONE BED
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE

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MIDTOWN VILLAGE FINAL PUD

STORM SEWER PLAN AND PROFILE VIEW

38

JOB No. 20067

DATE: 09/18/25
SHEET 38 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PR1

REVISIONS:
REV. PER CDOT COMMENTS — REV. DATE 11/20/25

m:\civil3d_proj\20067\final site plan\20067PR1.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, .NB STORM SEWER PLAN AND PROFILE VIEW 1, MCLLC PDF.pc3
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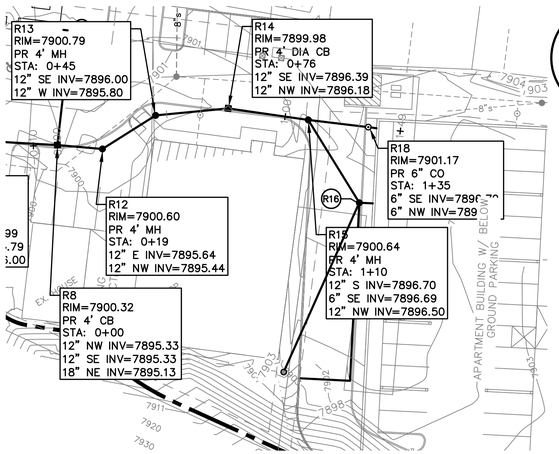

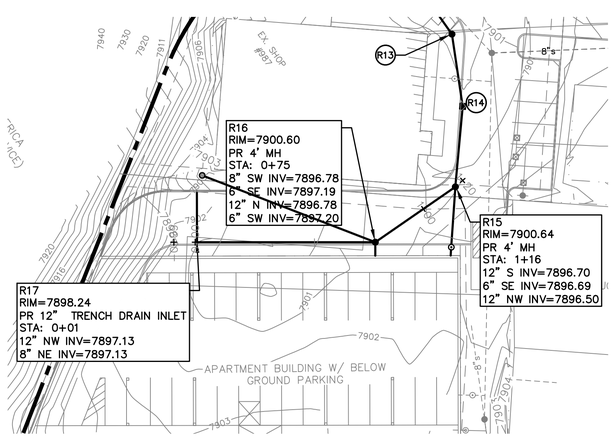

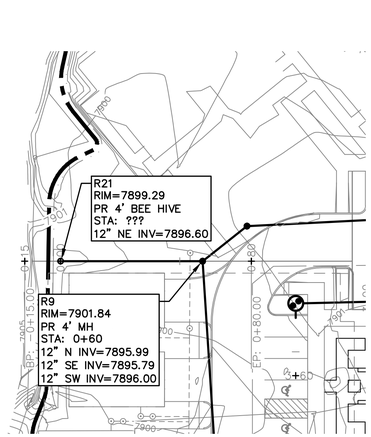

HORZ. SCALE: 1" = 30'
0 30 60 90
0 3 6 9
VERT. SCALE: 1" = 3'

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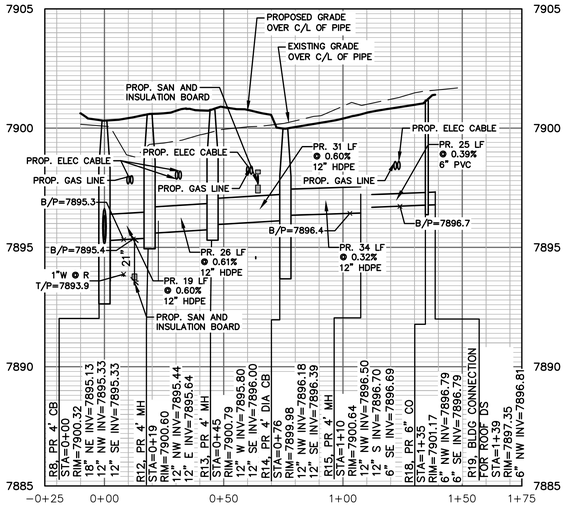
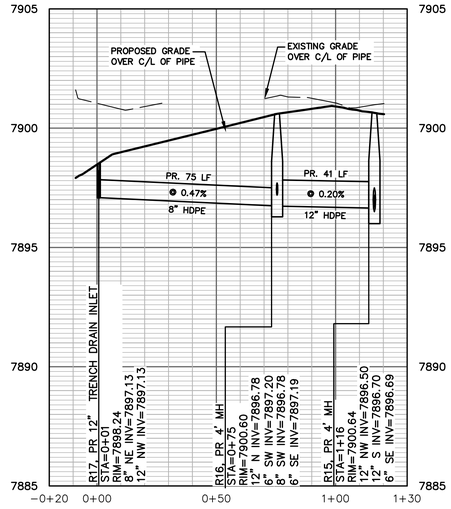
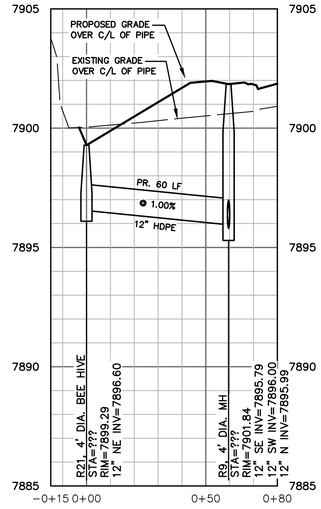


ST R8 TO R18



ST R15 TO R17



R21 TO R9

STORM STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	SUMP	TYPE OF CASTING
R8	4' CB	7900.32	12" NW 7895.33 12" SE 7895.33 18" NE 7895.13	7.18	2'	TYPE 13 CURB INLET
R12	4' MH	7900.60	12" E 7895.64 12" NW 7895.44	5.15	0'	CDOT MANHOLE
R13	4' MH	7900.79	12" SE 7896.00 12" W 7895.80	4.99	0'	CDOT MANHOLE
R14	4' CB	7899.98	12" SE 7896.39 12" NW 7896.18	5.79	2'	TYPE 13 CURB INLET
R15	4' MH	7900.64	12" S 7896.70 6" SE 7896.69 12" NW 7896.50	4.14	0'	CDOT MANHOLE
R16	4' MH	7900.60	8" SW 7896.78 6" SE 7897.19 12" N 7896.78 6" SW 7897.20	3.82	0'	CDOT MANHOLE
R21	4' BEE HIVE	7899.29	12" NE 7896.60	2.69	0'	DOME GRATE

LEGEND

- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT (HYD.)
- W — PROPOSED WATER MAIN
- PROPOSED HYDRANT (HYD.)
- PROPOSED GATE VALVE IN BOX (GVIB.)
- r — EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET (CB.)
- R — PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET (CB.)
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED UNDERGROUND STONE BED
- s — EXISTING SANITARY SEWER
- S — PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED ELECTRIC TRANSFORMER
- E — PROPOSED ELECTRIC LINE
- G — PROPOSED GAS LINE

COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

STORM SEWER PLAN AND PROFILE VIEW 2

39

DATE: 09/18/25
SHEET 39 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PR1

JOB No. 20067

REVISIONS:

REV.	DATE

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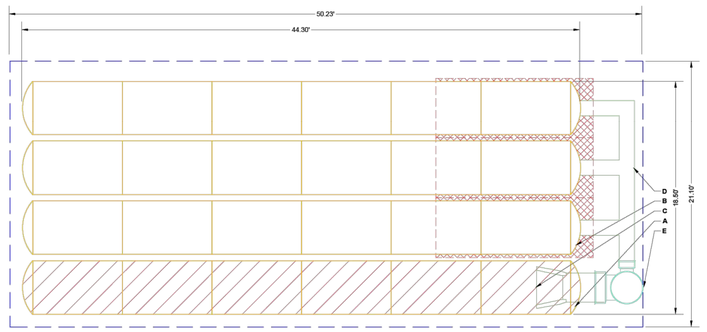
PROPOSED LAYOUT		PROPOSED ELEVATIONS	
24	STORMTECH DC-780 CHAMBER(S)	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	7909.34
8	STORMTECH DC-780 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	7899.34
6	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	7898.84
9	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	7898.84
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	7898.84
2269	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	7897.84
		TOP OF DC-780 CHAMBER:	7897.34
		12" x 12" TOP MANIFOLD INVERT:	7895.88
		24" ISOLATOR ROW PLUS INVERT:	7894.80
1060	SYSTEM AREA (SF)	BOTTOM OF DC-780 CHAMBER:	7894.84
142.7	SYSTEM PERIMETER (ft)	BOTTOM OF STONE:	7894.09

*INVERT ABOVE BASE OF CHAMBER

PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT*	MAX FLOW
PREFABRICATED EZ END CAP	A	24" BOTTOM PREFABRICATED EZ END CAP, PART#: SC740ECEZ / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	0.10"	
PRE-CORED END CAP	B	12" TOP PRE-CORED END CAP, PART#: SC740EPE12TPC / TYP OF ALL 12" TOP CONNECTIONS	12.50"	
FLAMP	C	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: SC80024RAMP		
MANIFOLD	D	12" x 12" TOP MANIFOLD, ADS N-12	12.50"	
NYLOPLAST (INLET W/ ISO PLUS ROW)	E	30" DIAMETER (24.00" SUMP* MIN)		5.7 CFS IN



ISOLATOR ROW PLUS (SEE DETAIL)

PLACE MINIMUM 12.50' OF ADSPLUS625 WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

BED LIMITS

NOTES
1. THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
2. **NOT FOR CONSTRUCTION**: THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

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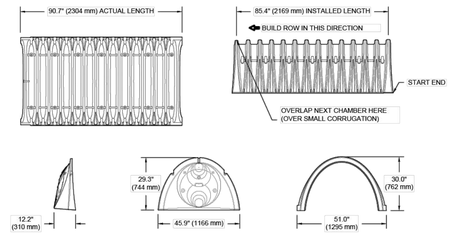
DC-780 TECHNICAL SPECIFICATION

NTS



NOMINAL CHAMBER SPECIFICATIONS

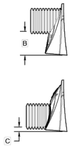
SIZE (W X H X INSTALLED LENGTH)	51.0" X 30.0" X 85.4"	(1295 mm X 762 mm X 2169 mm)
CHAMBER STORAGE	46.2 CUBIC FEET	(1.30 m³)
MINIMUM INSTALLED STORAGE*	78.4 CUBIC FEET	(2.20 m³)
WEIGHT	75.0 lbs.	(33.6 kg)

NOMINAL END CAP SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	45.9" X 29.3" X 9.6"	(1166 mm X 744 mm X 244 mm)
END CAP STORAGE	2.6 CUBIC FEET	(0.07 m³)
MINIMUM INSTALLED STORAGE**	14.4 CUBIC FEET	(0.40 m³)
WEIGHT	11.7 lbs.	(5.3 kg)

* ASSUMES 6" (152 mm) STONE ABOVE, 9" (229 mm) BELOW, AND 6" (152 mm) BETWEEN CHAMBERS
**ASSUMES 6" (152 mm) STONE ABOVE, 9" (229 mm) BELOW END CAPS, 6" (152 mm) BETWEEN ROWS, 12" (305 mm) BEYOND END CAPS

PART #	STUB	B	C
SC740EPE06TPC	6" (150 mm)	18.5" (470 mm)	—
SC740EPE06BPC		—	0.5" (13 mm)
SC740EPE08TPC	8" (200 mm)	16.5" (419 mm)	—
SC740EPE08BPC		—	0.6" (15 mm)
SC740EPE10TPC	10" (250 mm)	14.5" (368 mm)	—
SC740EPE10BPC		—	0.7" (16 mm)
SC740EPE12TPC	12" (300 mm)	12.5" (318 mm)	—
SC740EPE12BPC		—	1.2" (30 mm)
SC740EPE15TPC	15" (375 mm)	9.0" (229 mm)	—
SC740EPE15BPC		—	1.3" (33 mm)
SC740EPE18TPC	18" (450 mm)	5.0" (127 mm)	—
SC740EPE18BPC		—	1.6" (41 mm)
SC740ECEZ*	24" (600 mm)	—	0.1" (3 mm)

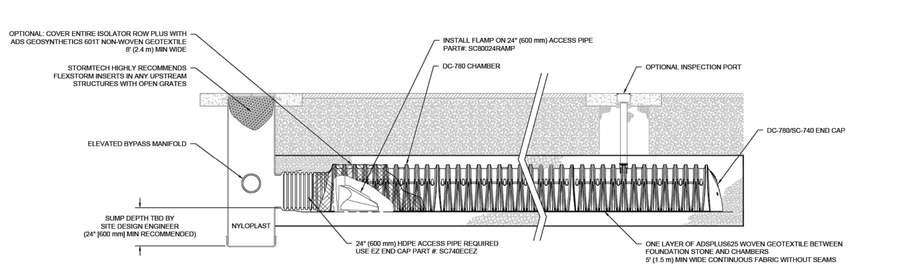


ALL STUBS, EXCEPT FOR THE SC740ECEZ ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.

* FOR THE SC740ECEZ THE 24" (600 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 1.75" (44 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL; PRE-CORED END CAPS END WITH "PC"

2 DC-780 TECHNICAL SPECIFICATION



DC-780 ISOLATOR ROW PLUS DETAIL
NTS

3 DC-780 ISOLATOR ROW PLUS DETAIL

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INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

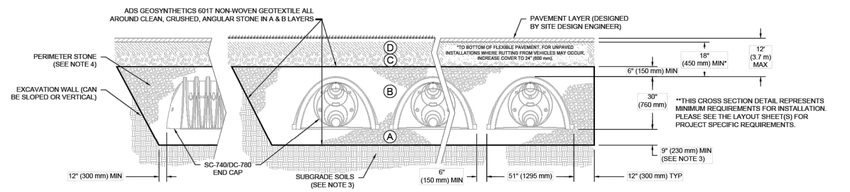
NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

ACCEPTABLE FILL MATERIALS: STORMTECH DC-780 CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
5. WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS 'A' OR 'B' THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. DC-780 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS. REFERENCE STORMTECH DESIGN MANUAL FOR BEARING CAPACITY GUIDANCE.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT/% THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

1 DC-780 CROSS SECTION DETAIL

DRAWN: CW | DATE: 11/20/2025
CHECKED: N/A | PROJECT #:
REV.: | NOT TO SCALE

MIDTOWN VILLAGE
MINTURN, CO, USA

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS/STORMTECH UNDER THE DIRECTION OF THE PROJECT'S ENGINEER OF RECORD ("EOR") OR OTHER PROJECT REPRESENTATIVE. THIS DRAWING IS NOT INTENDED FOR USE IN BIDDING OR CONSTRUCTION WITHOUT THE EOR'S PRIOR APPROVAL. EOR SHALL REVIEW THIS DRAWING PRIOR TO BIDDING AND/OR CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE EOR TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

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HILLIARD, OH 43026
1-800-733-7473

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MIDTOWN VILLAGE FINAL PUD

STORM WATER DETAILS 1

40

DATE: 09/18/25
SHEET 40 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067DT1

JOB No. 20067

REVISIONS:
REV. PER CDOT COMMENTS | REV. DATE 11/20/25

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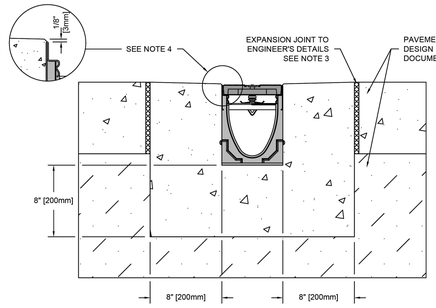


NOTES:
1. IT IS NECESSARY TO ENSURE MINIMUM DIMENSIONS SHOWN ARE SUITABLE FOR EXISTING GROUND CONDITIONS. *ENGINEERING ADVICE MAY BE REQUIRED.*
2. MINIMUM CONCRETE STRENGTH OF 4,000 PSI IS RECOMMENDED. CONCRETE SHOULD BE VIBRATED TO ELIMINATE AIR POCKETS.
3. EXPANSION AND CONTRACTION CONTROL JOINTS AND REINFORCEMENT ARE RECOMMENDED TO PROTECT CHANNEL AND CONCRETE SURROUND. *ENGINEERING ADVICE MAY BE REQUIRED.*
4. THE FINISHED LEVEL OF THE CONCRETE SURROUND MUST BE APPROX. 1/8" [3mm] ABOVE THE TOP OF THE CHANNEL EDGE.
5. CONCRETE BASE THICKNESS SHOULD MATCH SLAB THICKNESS. ENGINEERING ADVICE MAY BE REQUIRED TO DETERMINE PROPER LOAD CLASS.
6. REFER TO ACO'S LATEST INSTALLATION INSTRUCTIONS FOR FURTHER DETAILS.

SPECIFICATION CLAUSE

K100 KLASSIKDRAIN - LOAD CLASS E

GENERAL
THE SURFACE DRAINAGE SYSTEM SHALL BE POLYMER CONCRETE K100 CHANNEL SYSTEM WITH GALVANIZED STEEL EDGE RAILS AS MANUFACTURED BY ACO POLYMER PRODUCTS, INC.

MATERIALS
CHANNELS SHALL BE MANUFACTURED FROM POLYESTER RESIN POLYMER CONCRETE WITH AN INTEGRALLY CAST-IN GALVANIZED STEEL EDGE RAIL. MINIMUM PROPERTIES OF POLYMER CONCRETE WILL BE AS FOLLOWS:

COMPRESSIVE STRENGTH:	14,000 PSI
FLEXURAL STRENGTH:	4,000 PSI
TENSILE STRENGTH:	1,500 PSI
WATER ABSORPTION:	0.07%
FROST PROOF	YES
DILUTE ACID AND ALKALI RESISTANT	YES
B117 SALT SPRAY TEST COMPLIANT	YES

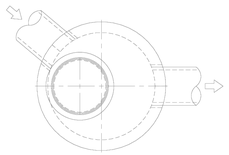
THE SYSTEM SHALL BE 4" (100mm) NOMINAL INTERNAL WIDTH WITH A 5.1" (130mm) OVERALL WIDTH AND A BUILT-IN SLOPE OF 0.5%. CHANNEL INVERT SHALL HAVE DEVELOPED "V" SHAPE. ALL CHANNELS SHALL BE INTERLOCKING WITH A MALE/FEMALE JOINT.

THE COMPLETE DRAINAGE SYSTEM SHALL BE BY ACO POLYMER PRODUCTS, INC. ANY DEVIATION OR PARTIAL SYSTEM DESIGN AND/OR IMPROPER INSTALLATION WILL VOID ANY AND ALL WARRANTIES PROVIDED BY ACO POLYMER PRODUCTS, INC.

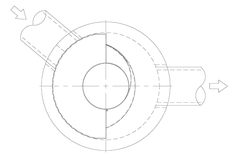
CHANNEL SHALL WITHSTAND LOADING TO PROPER LOAD CLASS AS OUTLINED BY EN 1433. GRATE TYPE SHALL BE APPROPRIATE TO MEET THE SYSTEM LOAD CLASS SPECIFIED AND INTENDED APPLICATION. GRATES SHALL BE SECURED USING 'QUICKLOK' BOLTLESS LOCKING SYSTEM. CHANNEL AND GRATE SHALL BE CERTIFIED TO MEET THE SPECIFIED EN 1433 LOAD CLASS. THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

K1-E-ECP	K100 - KLASSIKDRAIN - LOAD CLASS: E Exposed Concrete Pavement	**ACO Polymer Products, Inc.**
DATE: 08/24/15	INSTALLATION DRAWING - ACO DRAIN	825 W. Beechcraft St Casa Grande, AZ 85122 Tel: 520-421-9988 Fax: 520-421-9899 9470 Pinecone Dr. Mentor, OH 44060 Tel: 440-639-7230 Fax: 440-639-7235 4211 Pleasant Rd. Fort Mill, SC 29708 Tel: 440-639-7230 Fax: 803-802-1063

Arizona Tel: 888-490-9552 e-mail: sales@acousa.com Ohio Tel: 800-543-4764 www.acousa.com South Carolina Tel: 800-543-4764



PLAN VIEW
(INTERNALS NOT SHOWN)
SCALE: 1"=40'

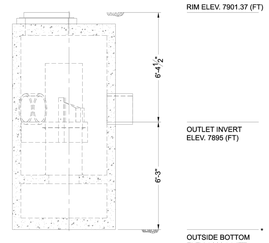


SECTION FOR PIPE ORIENTATION
(TOP SLAB NOT SHOWN)
SCALE: 1"=40'

PROJECT SUMMARY

DESIGN PARAMETERS
- TREATMENT METHOD = CDS
- MODEL = CDS2025-5

MATERIAL LIST		
COUNT	DESCRIPTION	INSTALLED BY
1	CDS2025-5 CYLINDER INSERT, STD	CONTECH
1	SEALANT FOR JOINTS	CONTRACTOR
1	30"Ø 4" FRAME & COVER, EJ#41600484, OR EQUIV.	CONTRACTOR



ELEVATION VIEW
SCALE: 1"=50'

GENERAL NOTES
1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.ContechES.com
3. CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
4. STRUCTURE SHALL MEET AASHTO HS-20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2', AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M306 AND BE CAST WITH THE CONTECH LOGO.
5. IF REQUIRED, PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.
6. CDS STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 AND AASHTO LOAD FACTOR DESIGN METHOD.

INSTALLATION NOTES
A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE.
C. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
D. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
E. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

* OUTSIDE TOP AND BOTTOM OF SYSTEM MAY DIFFER DEPENDING ON MANUFACTURING LOCATION.

CONTECH
DYOHDS
DRAWING

The design, architectural plans and specifications, as an instrument of service, are and shall remain the property of Midwestern Consulting, LLC whether the project for which they are prepared is executed or not. Visual contact with these plans and specifications shall constitute prima facie evidence of the acceptance of these restrictions. Unauthorized use and modification of these plans and specifications is prohibited.

MARK	DATE	REVISION DESCRIPTION	BY

CDS CDS2025-5
MIDTOWN VILLAGE
DETENTION INLET
MINTURN,CO

CONTECH ENGINEERED SOLUTIONS LLC
www.ContechES.com

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DATE: 11/20/2025
DESIGNED: DYO
DRAWN: DYO
CHECKED: DYO
APPROVED: DYO
PROJECT No.: 67794
SEQUENCE No.: 92781
SHEET: 1 OF 1

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ACO DRAIN
Type 478Q Longitudinal ductile iron grade (ADA)

Product Features

- Certified to EN 1433 Load Class E - 135,000 lbs - 2,788 psi
- Uses 'QuickLok' boltless locking system
- Suitable for use with K100, KS100, H100-8, H100-10, H100K-8 H100KS-8, and NW100 channels
- Manufactured from ductile iron to ASTM A 536-84 - Grade 65-45-12
- E- coated for improved resistance against rust
- Complies with ADA - American Disabilities Act of 1990 Section 4.5.4
- Bicycle Tire Penetration Resistant to AS 3996 - 2006



Specifications

General
The surface drainage system shall be ACO Drain K100, KS100, H100-8, H100-10, H100K-8, H100KS-8, and NW100 channels* complete with ACO Type 478Q longitudinal ductile iron grate with 'QuickLok' locking as manufactured by ACO, Inc. or similar approved.

Materials
The covers shall be manufactured from ductile iron and have ***minimum*** properties as follows:

- ***Independently certified to meet Load Class E to EN 1433 - 135,000 lbs - 2,788 psi***
- ***Ductile iron to ASTM A 536-84 - Grade 65-45-12***
- ***Intake area of 22.5 sq. in. (145.16 cm²) per half meter of grate***

The overall width of 4.85" (123mm) and overall length of 19.69" (500mm). Slots measure at a maximum of 0.28" (7mm).

Installation
The trench drain system and grates shall be installed in accordance with the manufacturer's installation instructions and recommendations.

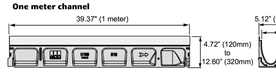
* delete as appropriate

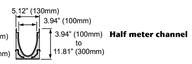
ACO Specification Information

April 2018 www.ACODrain.us

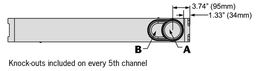
ACO DRAIN
KlassikDrain - K100 Galvanized steel edge rail channel system

One meter channel

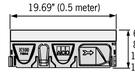


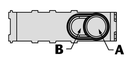


Half meter channel

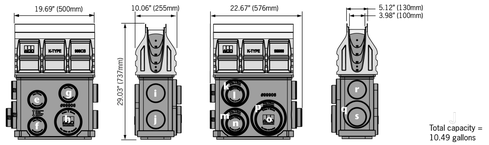


Knock-outs included on every 5th channel





Type K901G In-line catch basin



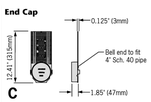
Total capacity = 10.49 gallons

Outlet flow rates

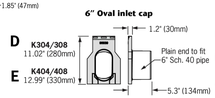
Outlet	Product	Outlet size (Sch. 40)	Invert Depth	GPM	CFS
a	Bottom outlet - K00	4" round	3.94"	108	0.24
a	Bottom outlet - K40	4" round	11.81"	187	0.42
b	Bottom outlet - K00	6" oval	3.94"	177	0.39
b	Bottom outlet - K40	6" oval	11.81"	306	0.68
c	End outlet - K20	4" round	7.87"	132	0.29
c	End outlet - K40	4" round	11.81"	171	0.38
d	K1-308-6 6" outlet cap	6" oval	9.84"	233	0.52
e	K1-408-6 6" outlet cap	6" oval	11.81"	264	0.59
f	Type K1-901G	4" round	19.30"	226	0.50
g	Type K1-901G	4" round	25.67"	265	0.59
h	Type K1-901G	4" round	25.30"	263	0.59
i	Type K1-901G	4" round	18.56"	222	0.49
j	Type K1-901G	6" round	25.85"	586	1.30
k	Type K1-901G	4" round	26.43"	269	0.60
l	Type K1-901G	4" round	19.36"	227	0.51
m	Type K1-901G	6" round	27.30"	604	1.35
n	Type K1-901G	6" round	19.99"	505	1.12
o	Type K1-901G	6" round	26.43"	593	1.32
p	Type K1-901G	8" round	27.30"	1051	2.34
q	Type K1-901G	4" round	27.17"	273	0.61
r	Type K1-901G	4" round	20.68"	235	0.52
s	Type K1-901G	4" round	18.99"	224	0.50
t	Type K1-901G	6" round	27.17"	6.02	1.34

Note: These are the pipe flow rates at the specified outlet, **NOT** channel flow rates. Catch basin flow rates are without trash bucket - using trash bucket reduces flow.

End Cap



6" Oval inlet cap

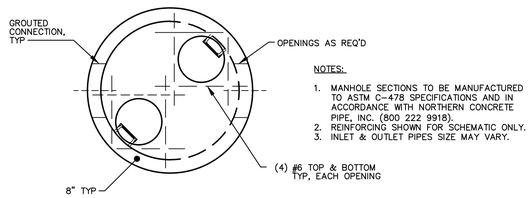


6" Oval outlet cap

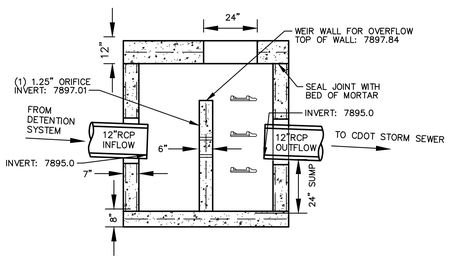


ACO Specification Information

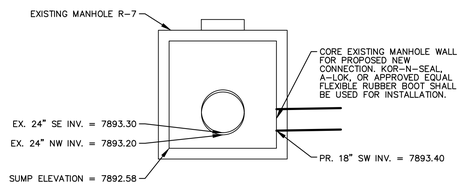
April 2018 www.ACODrain.us



NOTES:
1. MANHOLE SECTIONS TO BE MANUFACTURED TO ASTM C-478 SPECIFICATIONS AND IN ACCORDANCE WITH NORTHERN CONCRETE PIPE, INC. (800 222 9918).
2. REINFORCING SHOWN FOR SCHEMATIC ONLY.
3. INLET & OUTLET PIPES SIZE MAY VARY.



OUTLET CONTROL STRUCTURE
NO SCALE



INLET R-7 PROPOSED CONNECTION
NO SCALE

COLORADO LICENSED
ROBERT C WAGNER
60475
PROFESSIONAL ENGINEER

m:\civil\34_pro\20067\01_site plan\20067D71.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 41 STORM WATER DETAILS 2, MCLLC PDF.pc3
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MINTURN, CO 81645
JEFFREY D. ARMISTEAD
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MIDTOWN VILLAGE FINAL PUD

STORM WATER DETAILS 2

41

DATE: 09/18/25
SHEET 41 OF 45
CADD: KJV
ENG: CMW
PM: ROW
TECH:
/20067D71

REVISIONS:	REV. DATE	COMMENTS
REV: PER CDOT	11/20/25	

JOB No. 20067

CONSTURCITON MANAGEMENT PLAN

General

1. A preconstruction meeting will be required prior to the start of construction.
2. A grading permit shall be required for all construction activities
3. Water main and service line construction shall conform to the requirements of Minturn and the Eagle River Water and Sanitation District (ERWSD). Minturn requirements govern, ERWSD specifications are supplementary.
4. The water use rate for use of water or any construction purpose shall be established by resolution of the Town Council.
5. Access for emergency vehicles shall be maintained at all times
6. Hours of work will be within the hours of 7:00 a.m. to 7:00 p.m.
7. Contractor is responsible for the application and maintenance of a "permit for stormwater discharge associated with construction activity" from the Colorado Department of Health and Environment, Water Quality Control Division. The application is required at least 10 days prior to the anticipated construction start date.
8. Construction activities shall be subject to inspection by the Town Engineer. Observation and testing shall be done in accordance with requirements set by the Minturn Municipal Code Appendix C, Chapter 2 section 1.01 and requirements of the Eagle River Water & Sanitation District.

Noise and Vibration Standards (MMC Sec. 16-18-30)

1. Maximum permissible noise levels. Every use shall be operated such that the noise level produced does not inherently and recurrently exceed sixty (60) decibels during the hours of 7:00 a.m. to 7:00 p.m., or fifty-five (55) decibels from 7:00 p.m. to 7:00 a.m.
   a. Measured along property boundary. Noise levels shall be measured at any point along any boundary line of the property on which the use is located.
      i. Measurement when there are multiple uses on a single parcel. Where more than one (1) use is located within the boundaries of a property, then the noise levels shall also be measured along any wall of any other building on the property.
   b. Vibration generated. Every use shall be so operated that it does not inherently and recurrently generate a ground vibration that is perceptible at any point along any boundary line of the property on which the use is located. Where more than one (1) use is located within the boundaries of a property, then this standard shall also be measured along any wall of any other building on the property. Noise requirements.

Air quality, smoke and particulate standards (MMC Sec. 16-18-40)

Dust control is required for this project.

1. Smoke emission. Every use shall be so operated that it does not emit smoke exceeding a density of No. 1 on the Ringelmann Chart.
2. Emission of particulate matter. Every use shall be so operated that it does not emit particulate matter exceeding two-tenths (0.2) grains per cubic foot of the flue gas at a stack temperature of five hundred (500) degrees Fahrenheit.
3. Projection of dust. Every use shall be operated so that dust shall not be projected beyond any boundary line of the property on which the use is located. Where more than one (1) use is located within the boundaries of a property, then each use shall be operated so that dust is not projected onto any wall of any other building on the property.
4. Projection of fumes. Every use shall be so operated that it does not emit an obnoxious or dangerous degree of fumes beyond any boundary line of the property on which the use is located. Where more than one (1) use is located within the boundaries of a property, then each use shall be operated so that dust is not projected onto any wall of any other building on the property.

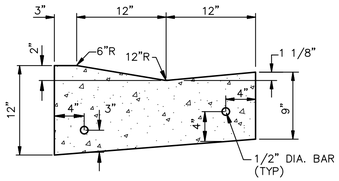
Erosion control and sedimentation control

Erosion control and sedimentation controls are required for this project.

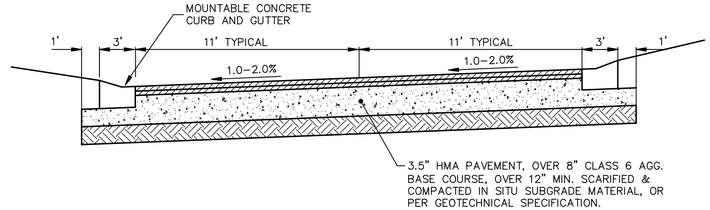
1. Infiltration practices
   Infiltration practices include measures to percolate runoff into soils. Typical practices include rock-filled trenches or basins (dry wells) and diversion of storm runoff into vegetated areas. Directing water from impervious areas and allowing it to percolate reduces sediment transported off-site
   a. Maintenance
      i. Clean out accumulated sediment and debris before the system fails to infiltrate storm runoff. It may be necessary to replace the upper layer of stone.
      ii. If rapid clogging occurs and pre-sedimentation BMP's cannot be placed upstream, install surface-maintained BMP's.
      iii. Monitor observation well to evaluate whether soil is clogging or infiltration device is not performing as designed.
2. Silt Fences
   Silt Fences are temporary barriers constructed of woven synthetic material, buried at the bottom, stretched and supported by posts. The goal of this BMP is to reduce velocity and pool sheet flow from an eroding area, allowing the sediment to settle. Silt fences can be used along the base of slopes, around stockpiles and at other discrete areas where erosion is likely to occur.
   a. Installation/ Design Guidelines
      i. Use only in areas of dispersed low-velocity runoff. Less than 1/4 acre should drain to each 100 foot of fence.
      ii. Anchor fences along the contour below the toe of disturbed slopes. Place fences to pond, not filter, runoff. A minimum of five feet of potential ponding area is recommended between the fence and the toe of the slope.
      iii. Avoid placing silt fences in ditches, except where erosion potential is low.
      iv. To properly install silt fence:
         1. Excavate a trench at least 6" deep, the length of the proposed barrier
         2. Place the bottom 6" to 1' of the fence material into the trench (see diagram).
         3. Drive posts at least 12" into the ground at intervals of 10' or less on the down gradient side of the trench.
         4. Backfill and compact soil over the fence material in the trench.
         5. Secure the fence to the posts.
      v. Minimize the number of joints between fences and overlap joints where they are unavoidable.
      vi. Silt fences should remain in place until vegetation has been established.
   b. Special Considerations in Mountain Areas
      i. Thin, rocky soils may preclude the use of this BMP.
      ii. Sediment traps, check dams, or berms are often better alternatives in rocky soils, especially where depth to bedrock is shallow.
      iii. Wire mesh and steel posts are recommended to reinforce the fence where rockfalls may occur, grading may place soils against fence, or near environmentally sensitive areas.
      iv. Leave enough area up gradient of the fence for runoff to pond and sediment to settle. Excavating up gradient of fence may be necessary to pond sufficient water to cause sediment deposition.
      v. Silt fence often must be installed several times during construction due to changing slopes and hydrology of the site.
   c. Maintenance
      i. Check fences weekly and after rain or snowmelt.
      ii. Ensure silt fence material remains entrenched and anchored.
      iii. Look for rills under or around fences.
      iv. Replace torn or damaged sections of fence.
      v. Remove excess sediment periodically, at a minimum when sediment reaches a depth of 8 inches.

WATER MAIN SHUTDOWN NOTES

1. WATER MAIN SHUTDOWN NOTES ARE REQUIREMENTS.
2. THE TOWN, FIRE DEPARTMENT, AND ANY AFFECTED PROPERTIES SHALL BE PROVIDED WITH A "HEADS UP" NOTICE TWO WEEKS IN ADVANCE OF A SCHEDULED WATER SHUTDOWN.
3. THE TOWN, FIRE DEPARTMENT AND AFFECTED PROPERTIES SHALL BE PROVIDED WITH DIRECT 48 HOUR NOTICE IN ADVANCE OF A SHUTDOWN.
4. CONNECTIONS TO THE EXISTING WATER MAIN ARE LIMITED TO ONE SINGLE CONNECTION AT ANY ONE TIME.
5. THERE SHALL BE A MINIMUM OF ONE WEEK BETWEEN SCHEDULED SHUTDOWNS.
6. THE MAXIMUM TIME ALLOWED FOR ANY SHUTDOWN OF SERVICE IS 6 HOURS.
7. SHUTDOWNS ARE NOT ALLOWED ON FRIDAY.
8. PRIOR TO SCHEDULING A CONNECTION TO THE EXISTING WATER MAIN, THE CONTRACTOR SHALL CONFIRM WITH THE TOWN THAT TANK 2 IS IN SERVICE. IF TANK 2 IS NOT IN SERVICE, CONTRACTOR SHALL COORDINATE ANY NECESSARY FIRE PROTECTION REQUIREMENTS WITH THE FIRE DEPARTMENT.
9. MINTURN PUBLIC WORKS MUST BE ONSITE TO INSPECT EACH TIE-IN TO THE EXISTING MAIN.
10. THE TOWN SUGGESTS THAT THE MAIN BE EXPOSED THE DAY BEFORE THE TIE-IN TO MINIMIZE THE TIME REQUIRED FOR AN OUTAGE.
11. CDOT UTILITY PERMITS WILL BE REQUIRED FOR WORK IN THE US 24 RIGHT OF WAY. PERMITS SHALL BE PROVIDED AT FINAL PLAN.

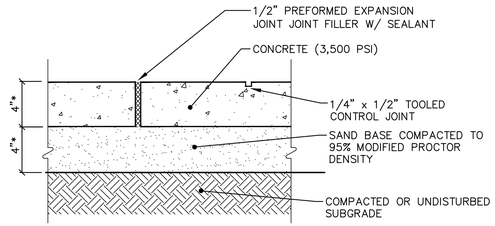


MOUNTABLE CONCRETE CURB & GUTTER
NOT TO SCALE



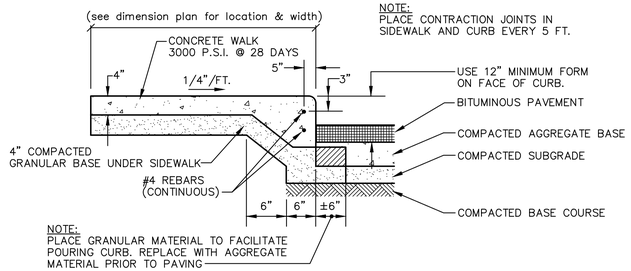
NOTE: SECTION MAY VARY DEPENDING ON SUBGRADE.
DESIGNER TO SUBMIT PAVEMENT DESIGN VERIFICATION.

TYPICAL ROAD CROSS SECTION
NOT TO SCALE



NOTE:
* INCREASE CONCRETE WALK TO 6" WHEN CROSSING A SINGLE-FAMILY OR DOUBLE-FAMILY DRIVEWAY, AND TO 8" FOR COMMERCIAL DRIVE CROSSINGS. USE 6" SAND BASE AT RESIDENTIAL DRIVE CROSSINGS, AND 8" AGGREGATE BASE (98% MODIFIED PROCTOR) AT COMMERCIAL DRIVE CROSSINGS.

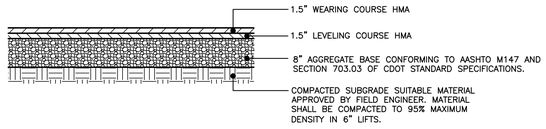
CONCRETE WALK DETAIL
NOT TO SCALE



NOTE:
PLACE CONTRACTION JOINTS IN SIDEWALK AND CURB EVERY 5 FT.

NOTE:
PLACE GRANULAR MATERIAL TO FACILITATE POURING CURB. REPLACE WITH AGGREGATE MATERIAL PRIOR TO PAVING

TYPICAL INTEGRAL WALK & CURB
NOT TO SCALE



STANDARD DUTY BITUMINUOUS PAVEMENT SECTION
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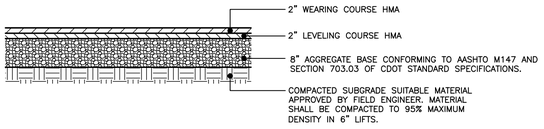
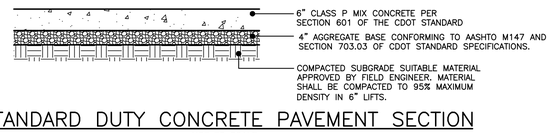


HEAVY DUTY BITUMINUOUS PAVEMENT SECTION
NOT TO SCALE



STANDARD DUTY CONCRETE PAVEMENT SECTION
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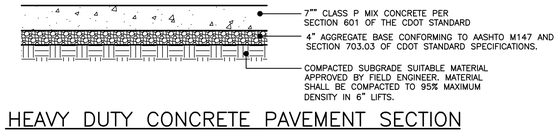

HEAVY DUTY CONCRETE PAVEMENT SECTION
NOT TO SCALE

CONSTRUCTION SEQUENCE	OPERATION TIME SCHEDULE BEGINNING MARCH 2026												
	2026							2027					
	MARCH	APRIL	MAY	JUNE	JULY	AUG.		MARCH	APRIL	MAY	JUNE	JULY	
SESC PRE-GRADING MEETING													
INSTALL AND MAINTAIN SOIL EROSION CONTROL MEASURES AS REQUIRED													
UTILITY INSTALLATION AND SITE DEMOLITION													
MASS EXCAVATION													
FOUNDATION CONSTRUCTION													
STORMWATER MANAGEMENT INSTALLATION													
CURBING AND FIRST COURSE ASPHALT													
BUILDING CONSTRUCTION													
SECOND COURSE ASPHALT													
FINAL GRADE SITE													
PLACE LANDSCAPING, MULCH, AND SEEDING													
FINAL CLEAN-UP & REMOVAL OF SOIL EROSION CONTROLS													

COLORADO LICENSED
ROBERT C. WAGNER
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PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

SITE DETAILS & CONSTRUCTION MANAGEMENT PLAN

42

DATE: 09/18/25
SHEET 42 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067DT1

JOB No. 20067

REVISIONS:	REV. DATE
PER MINTURN REVIEW	03/03/26

M:\civil3d_proj\20067\final site plan\20067DT1.dwg, 3/3/2026 5:25 PM, Colton M. Wallace, 42 SITE DETAILS & CONSTRUCTION MANAGEMENT PLAN, MCLLC PDF pc3
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m:\civil\3d_pro\20067\civil site plan\20067D11.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 43 CDOT CURB GUTTER AND SIDEWALKS DETAILS, MCLLC PDF.pc3
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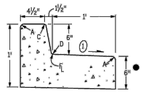
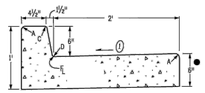
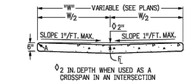


CURB AND GUTTER TYPE 2
(SECTION IB)
(6 IN. BARRIER - 1 FT. GUTTER)



CURB AND GUTTER TYPE 2
(SECTION IIB)
(6 IN. BARRIER - 2 FT. GUTTER)



GUTTER TYPE 2

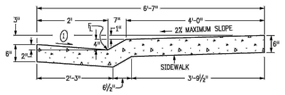
GENERAL NOTES

1. ON ROADWAY CURVES WITH A RADIUS OF 1,900 FT. OR LESS, CURBS AND GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE, UNLESS OTHERWISE NOTED ON THE PLANS. A MAXIMUM CHORD LENGTH OF 10 FT. MAY BE USED WHEN THE CURVE RADIUS IS GREATER THAN 1,900 FT.
2. CONCRETE SHALL BE CLASS B.
3. PROFILE GRADE OF CURBS AND GUTTERS SHALL BE LOCATED AT THE FLOW LINE.
4. CURB TYPE 4 (KEY-WAY) MAY BE USED IN LIEU OF CURB AND GUTTER TYPE 2 (SECTIONS IB AND IM) UNLESS OTHERWISE SPECIFIED ON THE PLANS.
5. GUTTER CROSS SLOPES MAY BE ADJUSTED TO FACILITATE DRAINAGE FOR PROFILE GRADES AS SHOWN ON THE PLANS.
6. THICKNESS OF CURB AND GUTTER SECTION SHALL MATCH CONCRETE PAVEMENT THICKNESS IF SHOWN ON THE PLANS. CURB AND GUTTER SHALL BE CLASS P CONCRETE IF PLACED MONOLITHICALLY WITH CONCRETE PAVEMENT.
7. INCREASE SIDEWALK THICKNESS TO 6 IN. AT LOCATIONS SHOWN ON THE PLANS.
8. MINIMUM SIDEWALK WIDTH IS 4 FT.

▲ EXPANSION JOINTS SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE ½ IN. THICK AND SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.

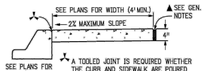
Ⓘ GUTTER CROSS SLOPES SHALL BE ½ IN./FT. WHEN DRAINING AWAY FROM CURB AND 1 IN./FT. WHEN DRAINING TOWARD CURB (WITH EXCEPTION TO IMMEDIATELY ADJACENT TO CURB RAMPS - SEE STANDARD PLAN M-608-1 FOR SLOPE REQUIREMENTS).

● WHEN TIE BARS ARE REQUIRED, THE GUTTER THICKNESS SHALL BE INCREASED TO THE PAVEMENT THICKNESS (T). BARS SHALL BE EPOXY-COATED #4 CONFORMING TO AASHTO M 284 AND SPACED AT 3 FT. INTERVALS. THEY SHALL BE INSERTED ½ AND 12" LENGTH INTO THE GUTTER.

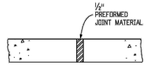


CURB AND GUTTER TYPE 2
(SECTION MS)
(4 IN. MOUNTABLE WITH SIDEWALK)

LEGEND FOR RADII
A = 1/16 TO 1/4"
B = 1"
C = 1½"
D = 1½" TO 2"



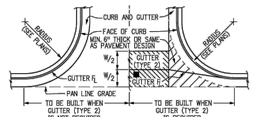
CONCRETE SIDEWALK



NOTES: 1. EXPANSION JOINTS SHALL BE PLACED IN THE SIDEWALK AT INTERVALS OF NOT MORE THAN 500 FT.

2. EXPANSION JOINTS MAY BE SEALED WHEN SPECIFIED ON THE PLANS.

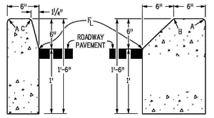
SIDEWALK EXPANSION JOINT



▨ THIS AREA SHALL BE POURED MONOLITHICALLY WITH CURB AND GUTTER AND PAID FOR AS "CONCRETE PAVEMENT".

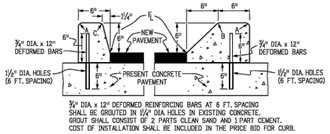
■ FLOW LINE LOCATION WILL BE ESTABLISHED BY W/2 SHOWN ON PLANS.

CONSTRUCTION OF CONCRETE GUTTERS AT INTERSECTION



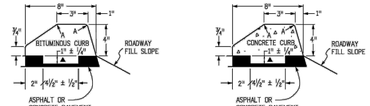
CURB TYPE 2
(SECTION B)
6 IN. BARRIER

CURB TYPE 2
(SECTION M)
6 IN. MOUNTABLE



CURB TYPE 4
(SECTION B)
6 IN. BARRIER

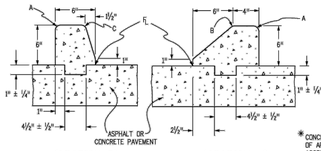
CURB TYPE 4
(SECTION M)
6 IN. MOUNTABLE



CURB TYPE 6
(SECTION M)
4 IN. MOUNTABLE

NOTE: BITUMINOUS OR CONCRETE* UNLESS OTHWISE SPECIFIED ON THE PLANS.

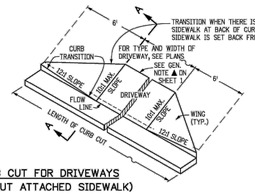
▲ KEY-WAY MAY BE OMITTED WHEN PLACED UNDER GUARDRAIL.



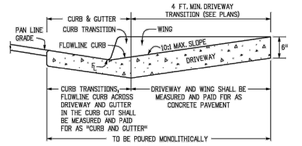
CURB TYPE 4 (KEY-WAY)*

LEGEND FOR RADII
A = 1/16 TO 1/4"
B = 1"
C = 1½"
D = 1½" TO 2"

* CONCRETE CLASS B SHALL CONTAIN 1.5 POUNDS PER CUBIC YARD OF APPROVED POLYPROPYLENE FIBERS AND MAY HAVE A NOMINAL AGGREGATE SIZE OF ⅜ IN.

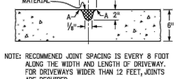


CURB CUT FOR DRIVEWAYS
(WITHOUT ATTACHED SIDEWALK)



SECTION A-A

CONCRETE PAVEMENT (DRIVEWAYS)



NOTE: RECOMMEND JOINT SPACING IS EVERY 8 FOOT ALONG THE WIDTH AND LENGTH OF DRIVEWAY. FOR DRIVEWAYS WIDER THAN 12 FEET, JOINTS ARE REQUIRED.

TRANSVERSE CONTRACTION JOINT FOR CONCRETE PAVEMENT (DRIVEWAYS)

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Last Modification Date: 07/31/19	☐		
Detailer Initials: LTA	☐		
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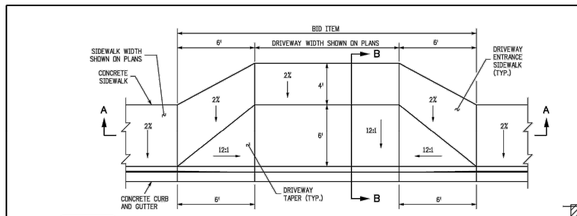
Project Development Branch JBK

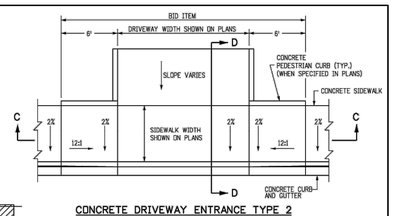
CURB, GUTTERS, AND SIDEWALKS

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-609-1
Standard Sheet No. 1 of 4
Project Sheet Number:



CONCRETE DRIVEWAY ENTRANCE TYPE 1



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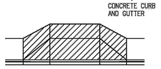
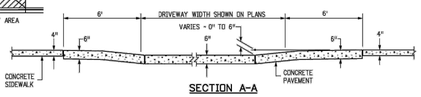
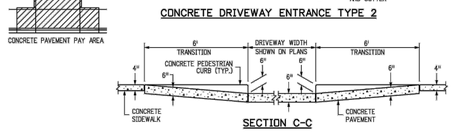




SECTION A-A



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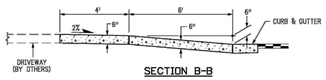
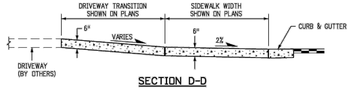
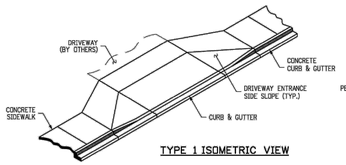


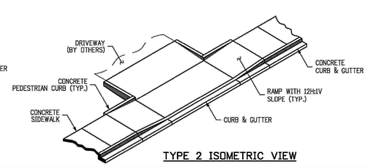
SECTION B-B



SECTION D-D



TYPE 1 ISOMETRIC VIEW



TYPE 2 ISOMETRIC VIEW

NOTES

1. DRAINAGE STRUCTURES, TRAFFIC SIGNAL EQUIPMENT, JUNCTION BOXES, AND OTHER OBSTRUCTIONS SHOULD NOT BE PLACED IN FRONT OF THE DRIVEWAY RAMP ACCESS AREAS.
2. FOR THE CURB AND GUTTER SHOWN, SEE PLANS FOR CURB TYPE.
3. RAMP SLOPES SHALL BE 12:1 OR FLATTER.
4. CONSTRUCTION OF THE CONCRETE PEDESTRIAN CURB SHALL BE INCLUDED IN THE BID PRICE OF THE CONCRETE PAVEMENT.

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Last Modification Date: 07/31/19	☐		
Detailer Initials: LTA	☐		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	☐		

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CURB, GUTTERS, AND SIDEWALKS

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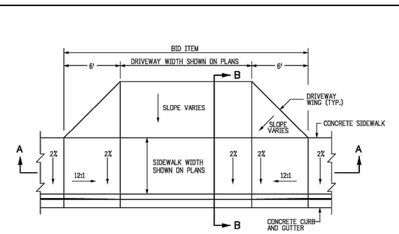
STANDARD PLAN NO.
M-609-1
Standard Sheet No. 3 of 4
Project Sheet Number:

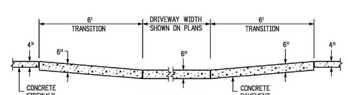


CONCRETE DRIVEWAY ENTRANCE TYPE 3

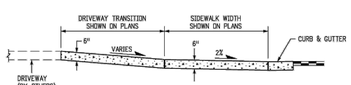


NOTES

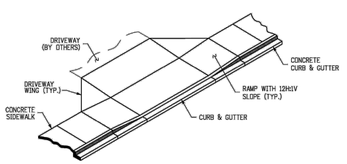
1. DRAINAGE STRUCTURES, TRAFFIC SIGNAL EQUIPMENT, JUNCTION BOXES, AND OTHER OBSTRUCTIONS SHALL NOT BE PLACED IN FRONT OF THE DRIVEWAY RAMP ACCESS AREAS.
2. FOR THE CURB AND GUTTER SHOWN, SEE PLANS FOR CURB TYPE.
3. RAMP SLOPES SHALL BE 12:1 OR FLATTER.



SECTION A-A



SECTION B-B



TYPE 3 ISOMETRIC VIEW

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M-609-1
Standard Sheet No. 4 of 4
Project Sheet Number:

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970-471-0618

MIDTOWN VILLAGE FINAL PUD

CDOT CURB GUTTER AND SIDEWALKS DETAILS

43

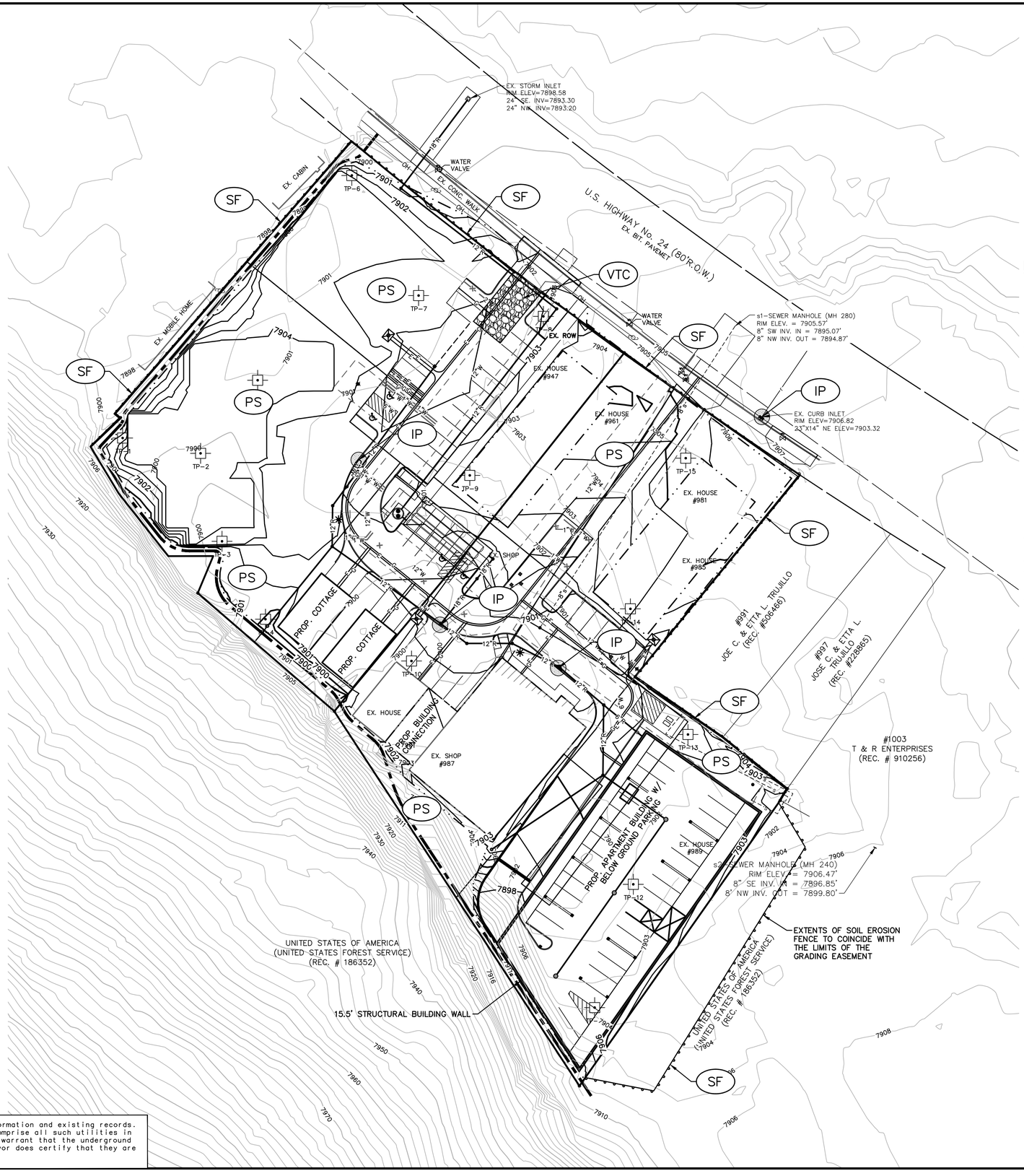
JOB No. 20067
REVISIONS:

DATE:	
SHEET 43 OF 45	
CADD: KJV	
ENG: CMW	
PM: ROW	
TECH:	
/20067D11	

SOIL EROSION CONTROL MEASURES

t = temporary p = permanent

PS	SEEDING WITH MULCH AND/OR MATTING	IP	C.B./INLET FILTER
CF	CONSTRUCTION FENCE OR SNOW FENCE	VTC	VEHICLE TRACKING CONTROL
SF	GEOTEXTILE SILT FENCE	CD	CHECK DAM



SCALE: 1" = 30'

0 30 60 90

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

LEGEND

7902	EXISTING CONTOUR
7902	PROPOSED CONTOUR
×7902.2	EXISTING SPOT ELEVATION
7902.2×	PROPOSED SPOT ELEVATION
	EXISTING UTILITY POLE
OH	EXISTING OVERHEAD UTILITY LINE
W	EXISTING WATER VALVE
	EXISTING HYDRANT
W	PROPOSED WATER MAIN
	PROPOSED HYDRANT
	PROPOSED GATE VALVE IN BOX
r	EXISTING STORM SEWER
	EXISTING CATCH BASIN OR INLET
R	PROPOSED STORM SEWER
	PROPOSED CATCH BASIN OR INLET
	PROPOSED UNDERGROUND STORM SEWER STORAGE
s	EXISTING SANITARY SEWER
S	PROPOSED SANITARY SEWER
	PROPOSED FLOOR DRAIN
	SIGN
	POST
	EXISTING GAS VALVE
W	WELL
	FENCE
	PROPOSED ELECTRIC TRANSFORMER
E	PROPOSED ELECTRIC LINE
G	PROPOSED GAS LINE
	PROPOSED INLET PROTECTION
	PROPOSED SILT FENCE

NOTES

1. CONTRACTOR IS TO OBTAIN ALL RELEVANT PERMITS PRIOR TO THE BEGINNING OF CONSTRUCTION ON SITE.
2. CONTRACTOR SHALL INSTALL ALL EROSION CONTROL MEASURES PRIOR TO THE BEGINNING OF CONSTRUCTION AND SHALL MAINTAIN ALL SAID MEASURES FOR THE ENTIRE DURATION OF CONSTRUCTION.
3. THE ACTUAL LOCATION OF THE MUD TRACKING MAT AND THE GRAVEL FILTERS MAY BE ADJUSTED BY THE CONTRACTOR TO MATCH CONTRACTOR'S OPERATIONS AND FIELD CONDITIONS, BUT ONLY IF APPROVED BY THE ENGINEER.
4. REMAINING DEVELOPMENT PHASES TO BE MASS GRADED AND SEEDED AS INDICATED
5. ANY RESTORATION AREA WITH A SLOPE LESS STEEP THAN 6:1 (6 FT. MEASURED HORIZONTALLY AND 1 FT. MEASURED VERTICALLY) SHALL BE SEEDED AND MULCHED. ANY RESTORATION AREA WITH A SLOPE STEEPER THAN 6:1 SHALL BE SEEDED AND MULCHED USING A SOIL EROSION CONTROL FABRIC OR BLANKET.

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

COLORADO LICENSED ROBERT C. MACKLER 60475 PROFESSIONAL ENGINEER

MIDWESTERN CONSULTING
381 S Plaza Drive, Ann Arbor, Michigan 48108
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MIDTOWN VILLAGE FINAL PUD

SOIL EROSION PLAN

44

JOB No. 20067
REVISIONS: REV. DATE

DATE: 09/19/25
SHEET 44 OF 45
CADD: KJV
ENG: CMW
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m:\civil3d_pro\20067\final site plan\20067SE1.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 44 SOIL EROSION PLAN, MCLLC PDF pc3
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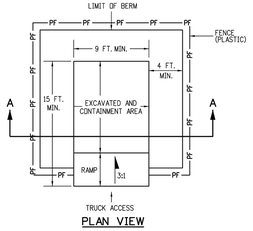
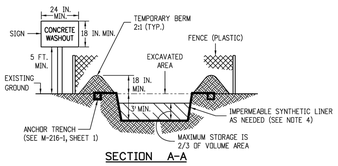


PLAN VIEW

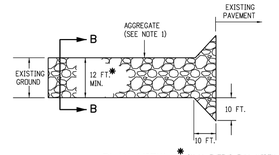


SECTION A-A

NOTES:

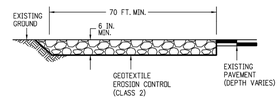
1. A FENCE (PLASTIC) CONFORMING TO SECTION 607 SHALL BE INSTALLED AROUND THE CONCRETE WASHOUT AREA, EXCEPT AT THE OPENING.
2. THE CONCRETE WASHOUT SIGN SHALL HAVE LETTERS AT LEAST 3 INCHES HIGH AND CONFORM TO SUBSECTION 630.02.
3. ALL MATERIALS AND LABOR TO COMPLETE THE CONCRETE WASHOUT STRUCTURE SHALL BE INCLUDED IN THE COST OF WORK AND NOT PAID FOR SEPARATELY.
4. THE BOTTOM OF EXCAVATION SHALL BE A MINIMUM OF FIVE FEET ABOVE GROUND WATER. IF NOT, THE BOTTOM OF EXCAVATION SHALL BE IN ACCORDANCE WITH 208.02 (J).
5. THE PAY ITEM NUMBER FOR CONCRETE WASHOUT STRUCTURE (EACH) IS 208-00045.

CONCRETE WASHOUT STRUCTURE

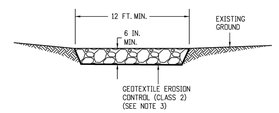


PLAN VIEW

* SHALL EXTEND FULL WIDTH OF INGRESS AND EGRESS OPERATION.



ELEVATION SECTION



SECTION B-B

NOTES:

1. AGGREGATE SHALL CONFORM TO SUBSECTION 208.02 (I).
2. THE CONTRACTOR SHALL PROTECT CURB AND GUTTER THAT CROSSES THE ENTRANCE FROM DAMAGE, WHILE NOT BLOCKING FLOW OF WATER THRU STRUCTURE. PROTECTION OF THE CURB AND GUTTER SHALL BE INCLUDED IN THE COST OF WORK AND NOT PAID FOR SEPARATELY.
3. GEOTEXTILE SHALL CONFORM TO SUBSECTION 712.08.
4. ALL MATERIALS AND LABOR TO COMPLETE THE VEHICLE TRACKING PAD SHALL BE INCLUDED IN THE COST OF WORK AND NOT PAID FOR SEPARATELY.
5. THE PAY ITEM NUMBER FOR VEHICLE TRACKING PAD (EACH) IS 208-00070.

VEHICLE TRACKING PAD

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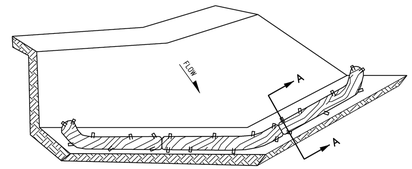
Project Development Branch JBK

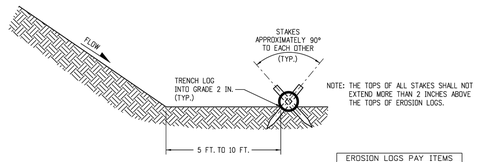
TEMPORARY EROSION CONTROL

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-208-1
Standard Sheet No. 1 of 11
Project Sheet Number:



ISOMETRIC VIEW



NOTE: THE TOPS OF ALL STAKES SHALL NOT EXTEND MORE THAN 2 INCHES ABOVE THE TOPS OF EROSION LOGS.

SECTION A-A

EROSION LOGS PAY ITEMS	
NUMBER	DESCRIPTION
208-00012	TYPE 1 (9 IN.)
208-00002	TYPE 1 (12 IN.)
208-00013	TYPE 1 (20 IN.)
208-00007	TYPE 2 (8 IN.)
208-00008	TYPE 2 (12 IN.)
208-00009	TYPE 2 (18 IN.)
208-00022	TYPE 3 (9 IN.)
208-00023	TYPE 3 (12 IN.)
208-00024	TYPE 3 (20 IN.)

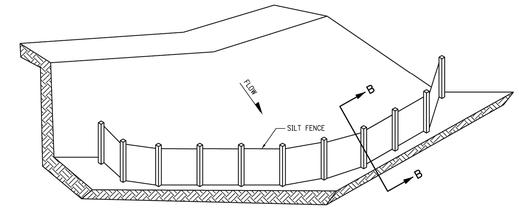
NOTES:

1. EROSION LOGS USED AT TOE OF SLOPE SHALL BE PLACED 5 TO 10 FEET BEYOND TOE OF SLOPE TO PROVIDE STORAGE CAPACITY.
2. EROSION LOGS SHALL BE PLACED ON THE CONTOUR WITH ENDS FLARED UP SLOPE.
3. SEE SHEET 2 OF 11 FOR JOINING LOGS DETAIL.

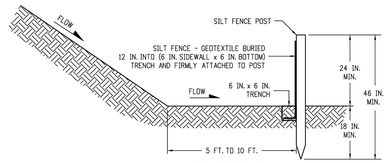
EROSION LOG TOE OF SLOPE PROTECTION

NOTES

1. SILT FENCE SHALL HAVE A MAXIMUM DRAINAGE AREA OF ONE-QUARTER ACRE PER 100 FEET OF SILT FENCE LENGTH; MAXIMUM SLOPE LENGTH BEHIND BARRIER IS 100 FEET.
2. SILT FENCE USED AT TOE OF SLOPE SHALL BE PLACED 5 TO 10 FEET BEYOND TOE OF SLOPE TO PROVIDE STORAGE CAPACITY.
3. SILT FENCE SHALL BE PLACED PARALLEL TO THE CONTOUR WITH ENDS FLARED UP SLOPE.
4. THE MAXIMUM LENGTH OF EROSION LOGS OR SILT FENCES WITHOUT A FLARED END TURNING UPSLOPE IS 150 FEET.



ISOMETRIC VIEW



SECTION B-B

SILT FENCE TOE OF SLOPE PROTECTION

NOTE: THE PAY ITEM NUMBER FOR SILT FENCE (LF) IS 208-00020.

TOE OF SLOPE PROTECTION APPLICATIONS

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TEMPORARY EROSION CONTROL

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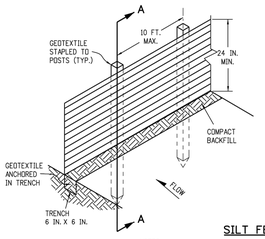
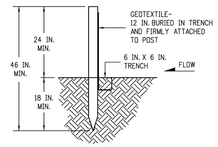
STANDARD PLAN NO.
M-208-1
Standard Sheet No. 3 of 11
Project Sheet Number:



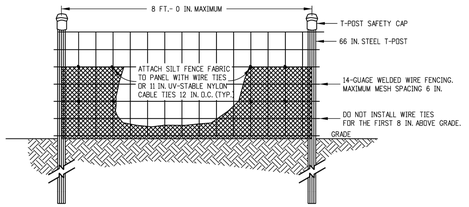
SILT FENCE

NOTES:

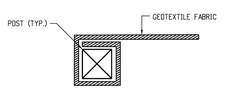
1. GEOTEXTILE SHALL BE ATTACHED TO WOOD POSTS WITH THREE OR MORE STAPLES PER POST. STAPLES SHALL BE HEAVY DUTY WIRE AND AT LEAST 1 INCH LONG.
2. WOOD POST SHALL BE 1 IN. X 1 IN. NOMINAL.
3. THE PAY ITEM NUMBER FOR SILT FENCE (LF) IS 208-00020.
4. THE SILT FENCE SHALL BE PLACED ON THE CONTOUR (AT THE SAME ELEVATION ±6 IN.). THE ENDS SHALL BE FLARED UP SLOPE (MINIMUM ELEVATION GAIN OF 18 IN.).



SECTION A-A



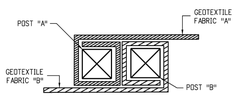
ELEVATION VIEW



END SECTION DETAIL (PLAN VIEW)

NOTE:

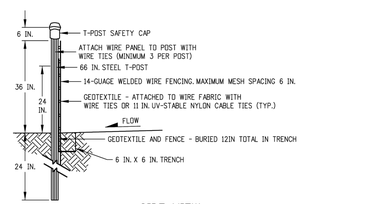
1. THE END OF THE SILT FENCE FABRIC SHALL BE WRAPPED APPROX. 6 INCHES AROUND A WOODEN POST ONE FULL TURN, THEN SECURED ALONG THE POST WITH 6 HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG.



JOINING SECTION DETAIL (PLAN VIEW)

NOTES:

1. THE ENDS OF THE SILT FENCE FABRIC SHALL BE JOINED TOGETHER BY WRAPPING APPROX. 6 INCHES OF EACH END AROUND A WOODEN POST ONE FULL TURN, THEN SECURED ALONG THE POST WITH 6 HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG.
2. POSTS SHALL BE TIGHTLY ABUTTED WITH NO GAPS TO PREVENT POTENTIAL FLOW-THROUGH OF SEDIMENT AT JOINT.



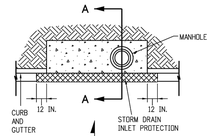
SIDE VIEW

NOTES:

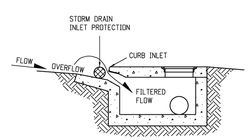
1. THE ENDS OF THE SILT FENCE FABRIC SHALL BE JOINED TOGETHER BY WRAPPING APPROX. 6 INCHES OF EACH END AROUND A STEEL T-POST, THEN SECURED ALONG THE POST WITH WIRE TIES (MINIMUM 3 PER POST).
2. POSTS SHALL BE TIGHTLY ABUTTED WITH NO GAPS TO PREVENT POTENTIAL FLOW-THROUGH OF SEDIMENT AT JOINT.
3. SILT FENCES SHALL NOT BE USED FOR CHECK DAMS.
4. THE PAY ITEM NUMBER FOR SILT FENCE (REINFORCED) (LF) IS 208-00021.

SILT FENCE (REINFORCED)

SILT FENCE APPLICATIONS



PLAN VIEW

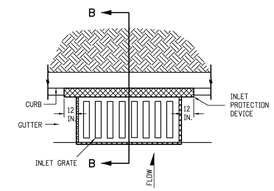


SECTION A-A

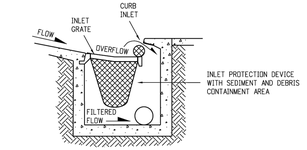
STORM DRAIN INLET PROTECTION (TYPE I)

NOTES:

1. INLET PROTECTION DEVICE SHALL EXTEND 12 INCHES PAST EACH END OF THE INLET.
2. THE PAY ITEM NUMBERS FOR STORM DRAIN INLET PROTECTION (TYPE I) ARE 208-00051 (LF), 208-00053 84 INCHES (EACH), 208-00057 144 INCHES (EACH), AND 208-00058 204 INCHES (EACH).
3. FOR STORM DRAIN INLET TYPES I AND II, IF THERE IS A MINIMUM CLEARANCE OF 3 FEET FROM THE EDGE OF THE TRAVELED WAY TO THE FACE OF CURB, USE THE AGGREGATE BAGS AT STORM DRAIN INLET (TYPE I) DETAIL ON SHEET 4 INSTEAD.



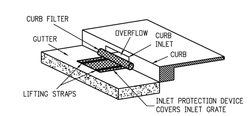
PLAN VIEW



SECTION B-B

OPTION A

STORM DRAIN INLET PROTECTION (TYPE II)

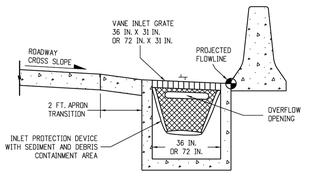


ISOMETRIC VIEW

OPTION B

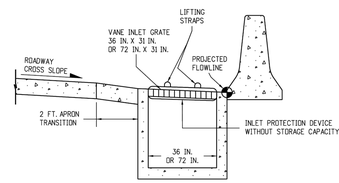
STORM DRAIN INLET PROTECTION (TYPE II)

NOTE: THE PAY ITEM NUMBERS FOR STORM DRAIN INLET PROTECTION (TYPE II) ARE 208-00054 (EACH).



OPTION A

STORM DRAIN INLET PROTECTION (TYPE III)



OPTION B

STORM DRAIN INLET PROTECTION (TYPE III)

NOTE: THE PAY ITEM NUMBER FOR STORM DRAIN INLET PROTECTION (TYPE III) (EACH) IS 208-00056.

STORM DRAIN INLET PROTECTION TYPES

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TEMPORARY EROSION CONTROL

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-208-1
Standard Sheet No. 5 of 11
Project Sheet Number:

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MIDTOWN VILLAGE FINAL PUD

SOIL EROSION DETAILS

45

DATE:
SHEET 45 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067DT1

REV. DATE

JOB No. 20067
REVISIONS:

m:\civil\3d_pro\20067\final site plan\20067DT1.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 45 SOIL EROSION DETAILS, MCLLC PDF pc3
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CONSTRUCTION SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTION SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

CHAPTER 2 - SITE WORK/EARTHWORK/GRADING

SECTION 1 - SCOPE

All site work and earthwork shall comply with the requirements of these STANDARDS AND SPECIFICATIONS and any special criteria established by the Town of Minturn. Site work shall be completed as shown on the approved engineering plans. Site work shall consist of demolition, removal, and abandonment; clearing and grubbing; overlot grading; removal of topsoil; site preparation; embankment subgrade preparation; embankment fill; excavation, trenching, bedding and backfill of pipelines and service lines; excess excavation; structure backfill; roadway excavation, backfill and compaction; borrow; and restoration and cleanup. All workmanship and materials shall be in accordance with the requirements of these STANDARDS AND SPECIFICATIONS and shall conform to the lines, grades, quantities, and the typical cross-sections shown on the approved plans, or as directed by the Town Engineer or as directed by the Engineer-of-Record (EOR).

1.01 -Inspections

A Grading Permit shall be required for all construction activities. Construction activities shall be subject to inspection by the Town Engineer, and certain types of construction shall have continuous inspection.

It shall be the responsibility of the person performing the work authorized by a permit to notify the Town Engineer or his authorized representative that such work is ready for inspection. Every request for inspection shall be filled at least one (1) working day before such inspection is desired unless otherwise stated in these STANDARDS AND SPECIFICATIONS. An inspection request may be in writing or by telephone, at the option of the Town Engineer.

It shall be the responsibility of the person requesting an inspection required by these STANDARDS AND SPECIFICATIONS to provide access to and means for proper inspection of all work. All work shall be inspected by the Town Engineer or his designated representative. The Town Engineer has the authority to halt construction when, in his opinion, these STANDARDS AND SPECIFICATIONS and/or standard construction practices are not being followed, or the work is otherwise defective. Whenever any portion of these STANDARDS AND SPECIFICATIONS are violated, the Town Engineer shall give the Contractor written notice listing deficiencies to be corrected and may order further construction stopped until all deficiencies are Corrected. If the deficiencies are not corrected within the time limit specified in the notice, the Town Engineer may invoke enforcement options authorized by the Minturn Municipal Code and/or draw upon performance guarantees under which the work is being performed.

For small commercial developments, Minturn may require the development to hire a qualified private contract inspection professional or a Colorado Registered Professional Engineer at the developer's cost to certify to Minturn that the work was completed in accordance with these STANDARDS AND SPECIFICATIONS.

Landscaping that is privately owned and maintained by a Homeowners Association (HOA) or other property management entity shall be designed and constructed in accordance with these STANDARDS AND SPECIFICATIONS. Compliance to these STANDARDS AND SPECIFICATIONS shall be certified by a qualified third party approved by Minturn and paid by the developer. Minturn shall assist with inspection of the irrigation system for the landscaping.

Adequate inspections assure compliance to the Town of Minturn requirements and are the basis for the town's recommendation that said improvements be accepted for maintenance and for release of performance guarantees. It is the responsibility of the Contractor to contact the Town Engineer a minimum of one (1) full working day (twenty-four [24] hours) in advance of the required inspections. Required inspections shall include:

A. Erosion Control: Ensure that the Erosion Control Plan is adhered to and Best Management Practices (BMP's) are properly installed and maintained.

B. Geotechnical Testing: Verify that a Colorado Registered Professional Engineer (or designated representative), who practices the field of Geotechnical Engineering, is onsite and that adequate testing is performed. Full-time observation and testing is required for over-excavation work.

C. Grade Certification: Verify that the extent and depths of proposed work is certified. Verify the final grade.

The Contractor shall provide access to all Minturn Inspectors/Representatives, and all other project quality control (QC) and/or quality assurance (QA) personnel throughout the earthwork process for observation and testing purposes. The Contractor shall not proceed with work until the project Soils Engineer has performed adequate observations and testing, unless approved by the Town Engineer.

All testing and retesting to meet requirements and specifications shall be at the Contractor's or owner's expense.

SECTION 2 - DEMOLITION, REMOVAL AND ABANDOMENT

The Contractor shall remove—wholly or in part—and satisfactorily dispose of all foundations, structures, fences, old pavements, abandoned pipelines, and any other obstructions which are not designated on the approved plans or allowed to remain.

Where portions of structures shall be removed, the remaining parts shall be prepared to accommodate the new construction. The work shall be performed in such a manner that materials left in place shall be protected from damage. All damage to portions of structures to remain shall be repaired at the Contractor's expense.

2.01 - Disposal

The Contractor shall make all necessary arrangements for obtaining suitable disposal locations. If disposal shall be at other than established dumpsites, the EOR may require the Contractor to furnish written permission from the property owner on whose property the materials and debris is proposed to be placed. Materials and debris shall be disposed of in a manner approved by the Town Engineer. Burning shall not be allowed without prior written approval of the Town of Minturn.

2.02 - Salvage

All salvageable material shown on the approved plans and any additional salvageable material marked by the EOR shall be removed without unnecessary damage in sections or pieces which may be readily transported and shall be stored by the Contractor in locations approved by the EOR. The Contractor shall be required to replace any materials lost from improper storage methods or damaged by negligence. These materials include, but shall not be limited to, manhole frames and covers; inlet grates; valves and)re hydrants; landscape plant materials; fence materials; handrails; culverts; guardrail; walkway; roadway and traffic appurtenances (traffic signals and attached hardware, including mast arms and span wire) and irrigation systems and appurtenances.

2.03 - Pipe and Appurtenances

All pipe and appurtenances to be taken out of service shall be completely removed or abandoned in place, as required by the EOR.

Pipe designated to be reused shall be removed and stored, when necessary, to prevent loss or damage before re-laying.

Excavation required to remove pipe or appurtenances shall be back filled and compacted in accordance with Section 5 - TRENCHING, BACKFILLING AND COMPACTING of these STANDARDS AND SPECIFICATIONS.

When pipe is to be abandoned in place, it shall be completely filled with fly ash slurry composed of approximately sixty-five (65) percent Class C Fly ash and thirty-five (35) percent water, unless otherwise approved by the EOR. Each end of the pipe shall be capped with concrete.

When removing appurtenances such as manholes, catch basins, inlets etc., any live lines connected to these appurtenances shall be properly bypassed and shall remain in operation until abandonment is complete.

When appurtenances are to be abandoned in place, the remaining structure shall be lowered to a minimum of three (3) feet below finished grade, and shall be filled with concrete with a minimum compressive strength of 3000 psi (at 28 days) to the top of the remaining structure and then backfilled and compacted to the required grades.

2.04 - Pavement and Concrete Flatwork

All concrete or asphalt to remain shall have a straight, true break line and a vertical face. Concrete or asphalt may be cut with a cutting wheel, jackhammer, or saw. The EOR may require that saw-cutting be performed. Any damage to adjacent concrete or asphalt to remain in place shall be repaired at the Contractor's expense. The minimum depth of saw cuts in concrete shall be two (2) inches.

If areas cut for future placement of concrete or asphalt adjacent to existing asphalt or concrete are left exposed for longer than thirty (30) days or are subjected to inclement weather, the areas shall be evaluated by a Geotechnical Engineer and a recommendation shall be provided to the EOR. An additional cut of at least six (6) inches behind and/or below the existing structure—or until competent subgrade is encountered—may be required by the EOR.

SECTION 3 - SITE PREPARATION

3.01 - Clearing

All sites to receive fill shall be cleared of organic materials, including root structures, at the Contractor's expense. Vegetation shall be pulled or grubbed in such a manner as to assure complete and permanent removal. Branches of trees extending over the roadbed shall be trimmed to give a clear height of twenty (20) feet above the road bed surface. All surface objects and trees, stumps, roots and other protruding obstructions not designated to remain shall be cleared and/or grubbed as required. Non-biodegradable, solid objects located at least two (2) feet below the final subgrade surface may remain at the discretion of the EOR.

The EOR may establish clearing lines and designate items and materials to remain. The Contractor shall preserve all materials and items to remain. Paint used for cut or scarred surfaces of trees or shrubs to remain shall be an approved asphalt base paint formulated especially for tree surgery.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted in accordance with these STANDARDS AND SPECIFICATIONS.

The Contractor shall scalp areas where excavation or embankment shall be made. Scalping shall include the removal of organic material such as brush, roots, sod, grass, residue of agricultural crops, sawdust, and vegetable matter from the surface of the ground.

An overlot grading summary report prepared by the project Soils Engineer which states that fill placement is in conformance to approved plans and reports and includes locations and elevations of field density tests (referenced from a permanent landmark or permanent control point), summaries of field and laboratory tests and any other substantiating data and comments regarding deviations from the approved plans and reports and how they relate to or affect recommendations in the approved Geotechnical Engineering Report and grading plan.

SECTION 4 - EARTHWORK

Earthwork shall consist of excavation, disposal, shaping and compaction of all material encountered within the limits of the project, including but not limited to excavation of ditches and channels, surface boulders, muck, rock, concrete foundations, slabs, stripping, etc. Excavation shall be performed to the line and grade and typical cross-sections shown on the approved plans or as required by the EOR.
Free-running water shall be drained from all earthwork materials prior to construction of structures, utilities, or concrete 4atwork construction.

4.01 - Definitions

A. **Suitable Material**: Any earthen material that consists of onsite or similar non-organic sands, gravels, clays, silts and mixtures thereof with a maximum size of six (6) inches. Claystone fragments exceeding three (3) inches in particle size are not to be incorporated in embankment material unless specifically approved by the project Soils Engineer and the EOR.

B. **Bedrock:** Bedrock that breaks down to specified soil types and sizes during excavation, hauling and placement may be considered as suitable material.

C. **Rock Excavation:** Igneous, metamorphic or sedimentary rock formations that cannot be excavated with a D-9 tractor in good repair with a single hydraulic ripper.

4.02 - Borrow

It shall be the Contractor's responsibility to stockpile suitable materials for use in the project. Only after the Contractor estimates that sufficient suitable back#ll material is stockpiled to complete all earthwork operations of the project, shall excavated material be removed from the project site.

If the Contractor fails to preserve onsite, su1cient suitable material, and removes or disposes of suitable material, suitable material shall be recovered at the Contractor's expense.

4.03 - Embankment Construction

Embankment construction shall include placement, processing and compaction of all embankment material, and all related work required to ensure proper bond of materials with previously placed embankment material.

A. Preparation of Embankment Subgrade: The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drain systems shall be installed to intercept or divert surface water that may affect the work.

Where an embankment shall be constructed, unsuitable material shall be removed from the surface. The cleared surface shall be plowed or scarified to a minimum depth of six (6) inches. The embankment area shall adhere to the density and moisture content requirements shown in the following table, unless otherwise approved by the project Soils Engineer and the EOR:

TABLE 2.01

Soil Classification AASHTO M145	*Relative Compaction by Standard Proctor ASTM D698 or AASHTO T99 (percent compaction)*	*Relative Compaction by Modified Proctor ASTM D1557 or AASHTO T180 (percent compaction)*	*Moisture Content Range (with respect to Optimum Moisture Content)*
A-1, A-2, A-3	—	95	-2 to +2 (based on AASHTO T180)
A-4, A-5, A-6	95	—	-1 to +3 (based on AASHTO T99)

If equipment is deemed inadequate, the project Soils Engineer and/or the EOR may recommend the use of larger or different types of equipment.

After subgrade is properly prepared, the embankment filling operation shall begin in the deepest part of the area to be filled. Embankment material shall be placed and compacted in parallel layers until the finished rough grade is reached. Temporary gaps through the embankment shall not be allowed without approval of the EOR. All temporary slopes shall not be steeper than 4:l (horizontal:vertical).

The thickness of each layer shall not exceed six (6) inches before compacting.

B. Embankments Greater Than Twelve (12) Feet in Height

Compaction operations shall continue until each layer of embankment material for embankments greater than twelve (12) feet in height is compacted to the moisture and density requirements shown in the following table, unless otherwise required by the project Soils Engineer and the EOR.

TABLE 2.02

Soil Classification AASHTO M145	*Relative Compaction by Standard Proctor ASTM D698 or AASHTO T99 (percent compaction)*	*Relative Compaction by Modified Proctor ASTM D1557 or AASHTO T180 (percent compaction)*	*Moisture Content Range (with respect to Optimum Moisture Content)*
A-1, A-2, A-3	—	96	-2 to +2 based on AASHTO T180)
A-4, A-5, A-6	100	—	-1 to +2 (based on AASHTO T99)

4.04 - Excavation

It is the sole responsibility of the Contractor to become familiar with the existing conditions and potential excess excavation at each project site. Geotechnical reports or other data provided by Minturn may be used to assist in determining general site and soil characteristics.

4.05 - Structure Backfill

Structure backfill shall comply with Section 4.01 De5nitions of these STANDARDS AND SPECIFICATIONS. Structure backfill material shall have a liquid limit not exceeding thirty-5ve (35) and a plasticity index less than fifteen (15), as determined by AASHTO T 89 and T 90, unless otherwise approved by the project Soils Engineer and the EOR.

Areas adjacent to structures and other areas inaccessible to mobile compaction equipment shall be compacted with suitable power-driven hand tampers or other approved devices. Backfilling shall consist of placing materials in horizontal, uniform layers brought up uniformly on all sides of the structure. **The thickness of each layer of back ll shall not exceed SIX (6) inches before compacting to the required density.**

Backfill material shall not be deposited against the back of concrete abutments, concrete retaining walls, or the outside of cast-in-place concrete structures until the concrete has developed a strength of not less than eighty (80) percent of the required design strength. Backfill placed within two (2) feet of any structure shall be placed evenly on all sides to avoid unequal lateral pressures.

In the event that suitable backfill material is not available on the site, the Contractor shall import Class 1 structure backfill materials as defined in Section 4.01 De5nitions of these STANDARDS AND SPECIFICATIONS, or other material approved by the project Soils Engineer and the EOR. The Contractor shall not be required to excavate below the depths of excavation indicated on the approved plans to provide structure backfill material.

The Contractor shall uniformly process, maintain proper moisture in, and properly compact each lift throughout the backfilling process. All testing shall comply with Section 5.07 Compaction Testing of these STANDARDS AND SPECIFICATIONS.

SECTION 5 - TRENCHING, BACKFILLING AND COMPACTION

This work shall consist of furnishing all labor, materials, tools and equipment for trenching, bedding, backfill and compaction for all underground utilities (inclusive of "dry" utility trenches located under roadways or within roadway R.O.W.) as specified herein and shown on the approved plans. The excavation shall be made to lines and grades shown on the approved plans and as established by the EOR. Except where shown otherwise on the approved plans and except where the EOR gives written permission to do otherwise, all trench excavation shall be made by open cut to the depth required to construct the pipelines as shown on the approved plans. All excavation shall be 'unclassified', as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. All trenching shall be performed in accordance with all Occupational Safety and Health Administration (OSHA) requirements. These regulations are described in Subpart P, Part 1926 of the Code of Federal Regulations.

All excavated material which meets the requirements for backfill materials shall be stockpiled in a manner which shall not contaminate the excavated material, and shall be located a sufficient distance from the trench to avoid overloading, to avoid obstructing sidewalks, driveways, or streets, and to provide the least possible interference with traffic

5.01 - Special Conditions

A. Subsurface Investigation: Prior to the connection of any planned utility line to an existing line, the Contractor shall expose the existing utility at the points of connection in order to verify the elevations and materials of construction. The EOR shall be notified a minimum of two (2) working days before such an investigation is performed. The Contractor shall also expose utilities as they cross each other to allow for verification of elevation and materials of construction. The EOR shall evaluate this information and provide revisions, if required, within three (3) working days of the completion of the investigation.

B. Underground Wire, Cable, Fiber Optic, or Similar Lines: Where underground wire, cable, fiber optic or similar lines are encountered, they shall be relocated as directed by the telephone service provider and in accordance with their speci5cations. The Contractor shall coordinate this work with all other phases of construction to avoid further conflicts.

C. Gas and Electric Lines: Where underground gas and electric lines are encountered, they shall be relocated as directed by the gas and electric service provider and in accordance with their specifications. The Contractor shall coordinate this work with all other phases of construction to avoid further conflicts.

5.02 - Removal of Water

The Contractor shall provide and maintain adequate equipment to properly remove and dispose of all surface or ground water that enters the trench. Water shall be disposed of without damage to adjacent property and without being a nuisance to public health and convenience. The use of any sanitary sewer to dispose of trench water shall not be allowed. The trench shall be dry at all times during pipe installation. Dewatering shall be accomplished by well points, sumping or any other method approved by the Engineer.

5.03 Trench Excavation for Pipelines and Service Lines

The width of the trench shall comply with the requirements set forth in these STANDARDS AND SPECIFICATIONS and shall be sufficient to allow pipe to be installed and backfill placed and compacted. The allowable trench width, regardless of the type of soil encountered, the depth of excavation or method of bedding densification, shall not exceed the outside diameter of the pipe barrel plus twenty-four (24) inches, or be less than the outside diameter of the pipe barrel plus twelve (12) inches when measured at any point below the top of the pipe bell, flange or collar.

Where the width of the lower portion of the trench exceeds the maximum width herein stated, the Contractor shall furnish and install special pipe embedment or concrete encasement to protect the pipe from the additional loading. The type and quantities of special pipe embedment shall be determined by the pipe supplier, using trench loading criteria based upon saturated backfill weighing one-hundred twenty (120) pounds per cubic foot and allowance for other superimposed live loads.

A. Preparation of Foundation for Pipe Laying: When the excavation is in firm earth, care shall be taken to avoid excavation below the established grade plus the required specified over-depth to accommodate the pipe bedding material.

In case soft or otherwise unsuitable foundation material is encountered in the bottom of the trench, the project Soils Engineer and/or the EOR may require removal and replacement with stabilization material to provide a suitable foundation for the pipe. If the trench bottom is wet, the project Soils Engineer shall determine whether it is stable. The bottom of sumps utilized for dewatering shall be two (2) inches minimum below the bottom of the trench excavation to prevent the upward flow of water into the excavation, which may result in unstable bottom conditions.

5.04 - Bedding for Pipelines and Service Lines

See Sheets C.500 and C.501 for Specifications for Bedding Requirements for Water Mains, Sewer Mains and water and sewer Service Lines.

Bedding material type and placement for storm sewer pipe shall be that specified in the latest version of the "Standard Plans M&S Standards" Plan No. 5 M-603-1 through M-603-3 for metal, plastic, and reinforced concrete pipe.

5.05 - Backfill for Pipelines and Service Lines

Suitable backfill shall be as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. Clay and similar material with a liquid index in excess of thirty-five (35) and a plasticity index in excess of six (6), as determined in accordance with AASHTO T89 and T90, shall not be considered suitable for backfilling in trenches located in improved streets, roads, highways and thoroughfares, unless approved by the Town Engineer.

When the excavated material is unsuitable for compaction, import material shall be approved by the project Soils Engineer and the EOR prior to placement.

A. Backfill Compaction: Trench back5ll shall be placed in loose six (6) inch lifts, processed and moisture-conditioned, and each lift thoroughly consolidated by tamping, vibrating, or a combination thereof, until the moisture content and the relative compaction complies with the values shown in the Moisture and Density Requirements for Embankment Materials table in Section 4.03 Embankment Construction of these STANDARDS AND SPECIFICATIONS for the various soil classifications and relative compaction.

For new landscape areas with trees, compaction shall be between eighty-five (85) and ninety (90) percent of the maximum Standard Proctor dry density in the top two (2) feet of soils below finished grade.

Where sidewalk or concrete trail will be constructed, soils shall be scarified, moisture treated and recompacted two (2) feet wider than the footprint of the sidewalk or trail until the moisture content and the relative compaction complies with the values shown in the table in Section 4.03 Embankment Construction.

Backfill of utilities, pipes, culverts, or other miscellaneous structures located in areas that will not have a hard surface shall be placed in six (6) inch lifts at ninety (90) percent of the maximum Standard Proctor dry density and within two (2) percent of the optimum moisture content. All other requirements for particle size and processing shall be met.

5.06 - Compaction Testing

Testing shall be performed at various depths and locations, and at all vertical structures. The project Soils Engineer and/or the EOR may require additional testing around structures, manholes, valve boxes, etc.

Field test results shall be submitted to the EOR within twenty-four (24) hours of the test or on the next working day. In no case shall fill or backfill be placed on materials that did not pass moisture and density testing.

Moisture and density testing shall be performed by a qualified technician who works under the direct supervision of a Colorado Registered Professional Engineer. Final soil compaction reports shall be prepared and signed by a Colorado Registered Professional Engineer, and who is qualified to prepare such reports. Reports shall be submitted to the EOR within one (1) week of the test.

SECTION 6 - RESTORATION AND CLEANUP

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ROBERT C. WAGNER
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PROFESSIONAL ENGINEER

m:\civil\34_pro\20067\final site plan\20067D11.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 46 STORM WATER CONSTRUCTION SPECIFICATIONS 1_MCLLC.PDF pc3
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MIDTOWN VILLAGE FINAL PUD

STORM WATER CONSTRUCTION SPECIFICATIONS 1

46

DATE: 09/18/25
SHEET 46 OF 45
CADD: KJV
ENG.: CMW
PM: RCW
TECH:
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JOB No. **20067**
REVISIONS:

m:\civil3d_pro\20067\final site plan\20067DT1.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 47 STORM WATER CONSTRUCTION SPECIFICATIONS 2, MCLLC PDF.pc3
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CONSTRUCTION SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTION SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS AND OTHER STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

SECTION 6 - RESTORATION AND CLEANUP

At all times during construction, the Contractor shall maintain the site, including partially finished structures, material stockpiles and other like areas, in a reasonable state of order and cleanliness.

The grade and condition of all unsurfaced areas shall be restored to a condition equal to or better than the grade and condition immediately prior to construction, unless otherwise shown in the approved plans and approved by the Town of Minturn. The Contractor shall restore or replace all seeded areas, sod, trees, landscaping materials, landscape irrigation systems, fences, and any other items, to a condition equal to or better than before the work began and to the satisfaction of the EOR.

All pavement and concrete flatwork shall be restored or replaced to a condition equal to or better than before the work began and to the satisfaction of the EOR.

CHAPTER 3 - EROSION CONTROL AND SEDIMENTATION

3.01 - Infiltration Practices
Infiltration practices include measures to percolate runoff into soils. Typical practices include rock-filled trenches or basins (dry wells) and diversion of storm runoff into vegetated areas. Directing water from impervious areas and allowing it to percolate reduces sediment transported off-site.

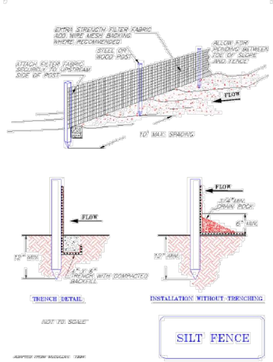
A. Maintenance
1. Clean out accumulated sediment and debris before the system fails to infiltrate storm runoff. It may be necessary to replace the upper layer of stone.
2. If rapid clogging occurs and pre-sedimentation BMP's cannot be placed upstream, install surface-maintained BMP's
3. Monitor observation well to evaluate whether soil is clogging or infiltration device is not performing as designed

4.01 - Silt Fences
Silt Fences are temporary barriers constructed of woven synthetic material, buried at the bottom, stretched and supported by posts. The goal of this BMP is to reduce velocity and pool sheet flow from an eroding area, allowing the sediment to settle. Silt fences can be used along the base of slopes, around stockpiles and at other discrete areas where erosion is likely to occur

A. Installation/ Design Guidelines
1. Use only in areas of dispersed low-velocity runoff. Less than 1/4 acre should drain to each 100 foot of fence.
2. Anchor fences along the contour below the toe of disturbed slopes. Place fences to pond, not □ lter, runoff. A minimum of five feet of potential ponding area is recommended between the fence and the toe of the slope.
3. Avoid placing silt fences in ditches, except where erosion potential is low
4. To properly install silt fence:
   4.1. Excavate a trench at least 6" deep, the length of the proposed barrier
   4.2. Place the bottom 6" to 1' of the fence material into the trench (see diagram).
   4.3. Drive posts at least 12" into the ground at intervals of 10' or less on the down gradient side of the trench
   4.4. Backfill and compact soil over the fence material in the trench.
   4.5. Secure the fence to the posts.
5. Minimize the number of joints between fences and overlap joints where they are unavoidable.
6. Silt fences should remain in place until vegetation has been established.

B. Special Considerations in Mountain Areas
1. Thin, rocky soils may preclude the use of this BMP.
2. Sediment traps, check dams, or berms are often better alternatives in rocky soils, especially where depth to bedrock is shallow.
3. Wire mesh and steel posts are recommended to reinforce the fence where rockfalls may occur, grading may place soils against fence, or near environmentally sensitive areas.
4. Leave enough area up gradient of the fence for runoff to pond and sediment to settle. Excavating up gradient of fence may be necessary to pond sufficient water to cause sediment deposition.
5. Silt fence often must be installed several times during construction due to changing slopes and hydrology of the site.

C. Maintenance
1. Check fences weekly and after rain or snowmelt.
2. Ensure silt fence material remains entrenched and anchored.
3. Look for rills under or around fences.
4. Replace torn or damaged sections of fence.
5. Remove excess sediment periodically, at a minimum when sediment reaches a depth of 8 inches.
6. Silt fences may only detain sediment for a period of weeks or months. Remove fabric, stakes, and accumulated sediments when there are has been successfully revegetated.



CHAPTER 4 - ROADWAY DESIGN & TECHNICAL CRITERIA
SECTION 1 - SIDEWALKS, CURBS AND GUTTERS, DRIVEWAYS, RAMPS, AND TRAILS
Curbs, gutters, and walks shall be constructed to comply with the approved details and Specifications.

1.01- Sidewalks
A. Minimum Width: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum width per the approved plans. Tooled or saw cut joints are required at 10 foot intervals.
B. Minimum Thickness: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum thickness of six (6) inches. All sidewalks shall consist of air-entrained (5%-7%), reinforced concrete (4000 psi) over a compacted six (6) inches of CDOT Class 6 ABC.
C. Drainage and Grading: Sidewalks shall have a positive drainage towards the street flowline.

1.02 - Curb and Gutter
Curbs, gutters, and ramps shall be constructed to comply with the approved plans. All material for construction of driveway, drive ramp, curb and gutter, and drainage pan must be made with CDOT's concrete designation Class and minimum strength of 4000 psi, in 28 consecutive days.

1.03 - Driveways
All material for construction of driveway, drive ramp, curb and gutter, and drainage pan must be made with CDOT's concrete designation Class and minimum strength of 4000 psi, in 28 consecutive days.

9.00 SHALLOW UTILITIES (UNDER GROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, NATURAL GAS & IRRIGATION)
9.01 SCOPE
Shallow utilities are defined as any wire, pipe conduit or cable and shall include but not be limited to underground electric, telephone, cable television, natural gas and irrigation water systems.

9.02 SPECIAL CONDUIT ENCASEMENT
Any shallow utility which crosses under or is within 5 feet horizontally of any road or street structure, including, pavement, curb and gutter, sidewalk, bike path, or bridge shall be encased in conduit so that repair or replacement of the utility may be accomplished without disturbing the road or street structure.
For natural gas and irrigation water systems, the carrier pipes for the natural gas and irrigation water shall be installed inside of a second pipe having strength equal to or greater than the carrier pipe and of sufficient diameter to allow free movement of the carrier pipe in the event that replacement is required.
It is recommended that consideration be given to the potential for future increase in size/capacity of the respective utility when sizing the conduit.

9.03 SHALLOW UTILITY INSTALLATION
A. Electric system underground facilities shall be buried a minimum of 4.0 feet below finished grade. Electric system vaults and transformers shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
B. Telephone system underground facilities shall be buried a minimum of 2.0 feet below finished grade. Telephone pedestals shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
C. Cable television system underground facilities shall be buried a minimum of 2.0 feet below finished grade. Cable television risers and surface facilities shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
D. Natural gas system underground facilities shall be buried a minimum of 3.5 feet below finished grade.
E. Whenever any shallow utility parallels or generally parallels a domestic water or sewer utility, a minimum horizontal separation of 4 feet shall be maintained between the domestic water or sewer main or service and the shallow utility. Where it must cross domestic water it must cross above and with a 1' minimum separation. Nonpotable water tape.

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STORM WATER CONSTRUCTION SPECIFICATIONS 2

47

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DATE: 09/18/25
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CADD: KJV
ENG: CMW
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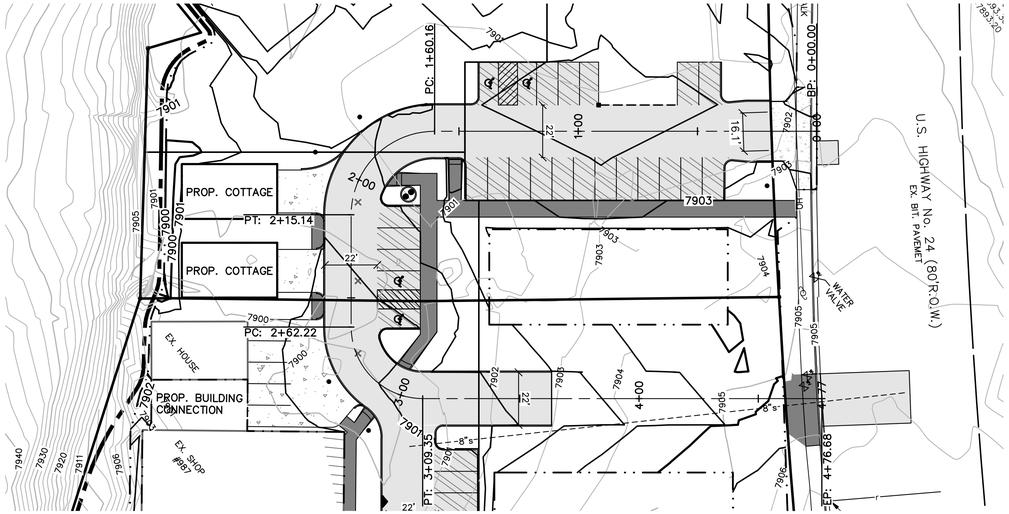
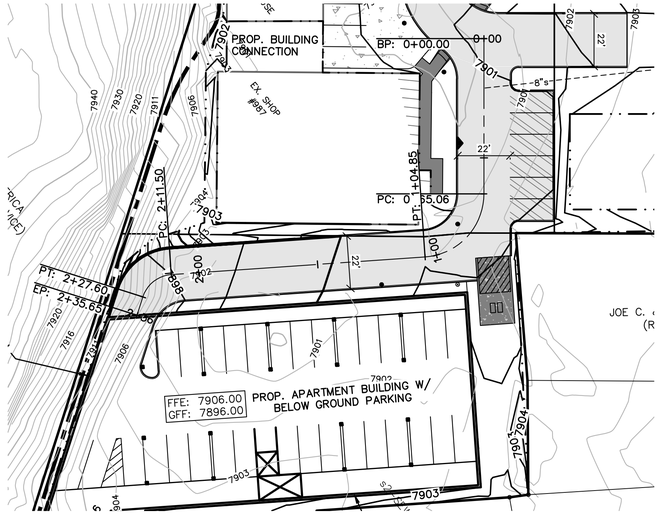
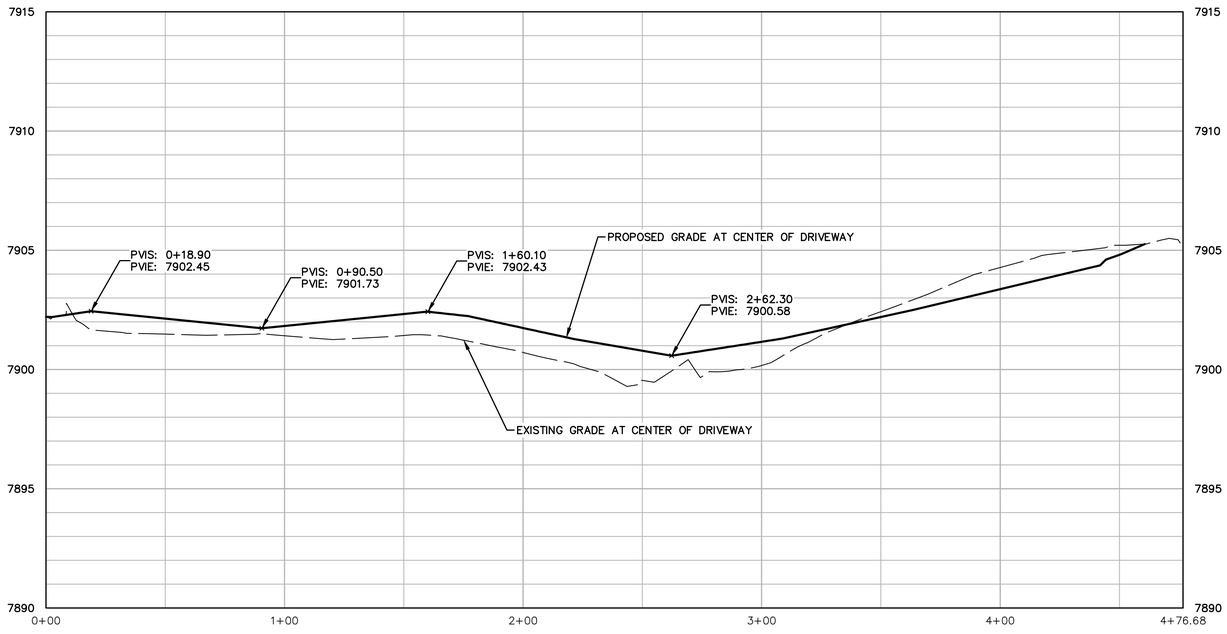
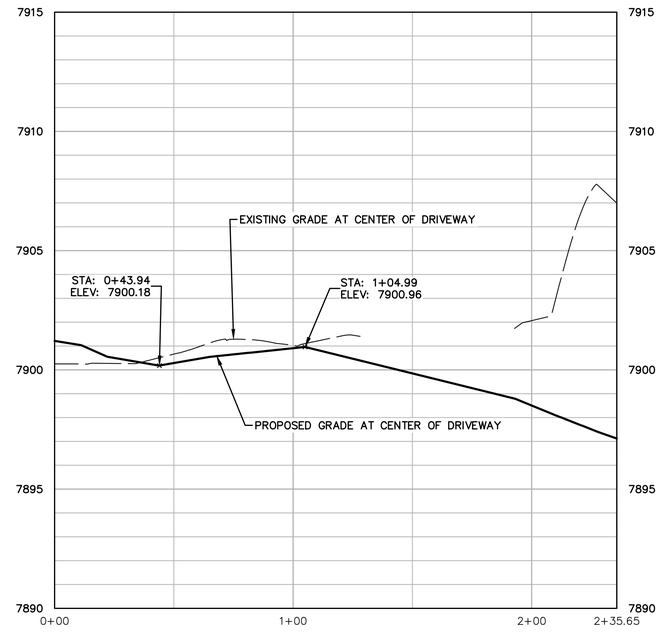






RD-MAIN LOOP



RD-APARTMENT DRIVE

LEGEND

- EXISTING CONTOUR (7902)
- PROPOSED CONTOUR (7902)
- EXISTING SPOT ELEVATION (×7902.2)
- PROPOSED SPOT ELEVATION (7902.2×)
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE (OH)
- PROPOSED STORM SEWER (R)
- PROPOSED CATCH BASIN OR INLET
- PROPOSED CONCRETE WALK
- PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT
- PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT
- PROPOSED STANDARD DUTY CONCRETE PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT

SCALE: 1" = 30'

0 30 60 90

Know what's below. Call before you dig.

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

COLORADO LICENSED ROBERT C. WARNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

DRIVEWAY PROFILE VIEW

48

DATE: 09/18/25
SHEET 48 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PR2

JOB No. 20067

REVISIONS: REV. DATE

m:\civil3d_proj\20067\final site plan\20067PR2.dwg, 11/20/2025 4:38 PM, Colton M. Wallace, 48 DRIVEWAY PROFILE VIEW, MCLLC PDF.pc3
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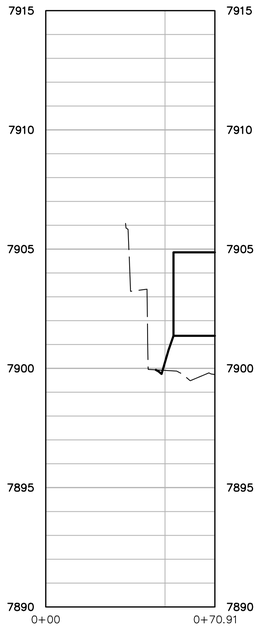
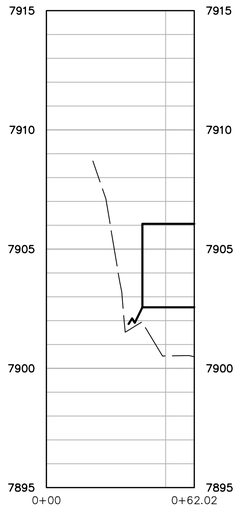
LEGEND

7902	EXISTING CONTOUR
7902	PROPOSED CONTOUR
×7902.2	EXISTING SPOT ELEVATION
7902.2×	PROPOSED SPOT ELEVATION
	EXISTING UTILITY POLE
OH	EXISTING OVERHEAD UTILITY LINE
W	EXISTING WATER VALVE
	EXISTING HYDRANT
W	PROPOSED WATER MAIN
	PROPOSED HYDRANT
	PROPOSED GATE VALVE IN BOX
r	EXISTING STORM SEWER
	EXISTING CATCH BASIN OR INLET
R	PROPOSED STORM SEWER
	PROPOSED CATCH BASIN OR INLET
	PROPOSED UNDERGROUND STORM SEWER STORAGE
s	EXISTING SANITARY SEWER
S	PROPOSED SANITARY SEWER
	PROPOSED FLOOR DRAIN
	SIGN
	POST
G	EXISTING GAS VALVE
W	WELL
	FENCE
	PROPOSED ELECTRIC TRANSFORMER
E	PROPOSED ELECTRIC LINE
G	PROPOSED GAS LINE

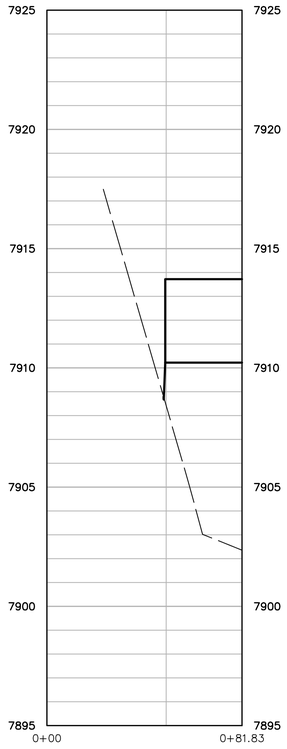
CROSS SECTION A-A

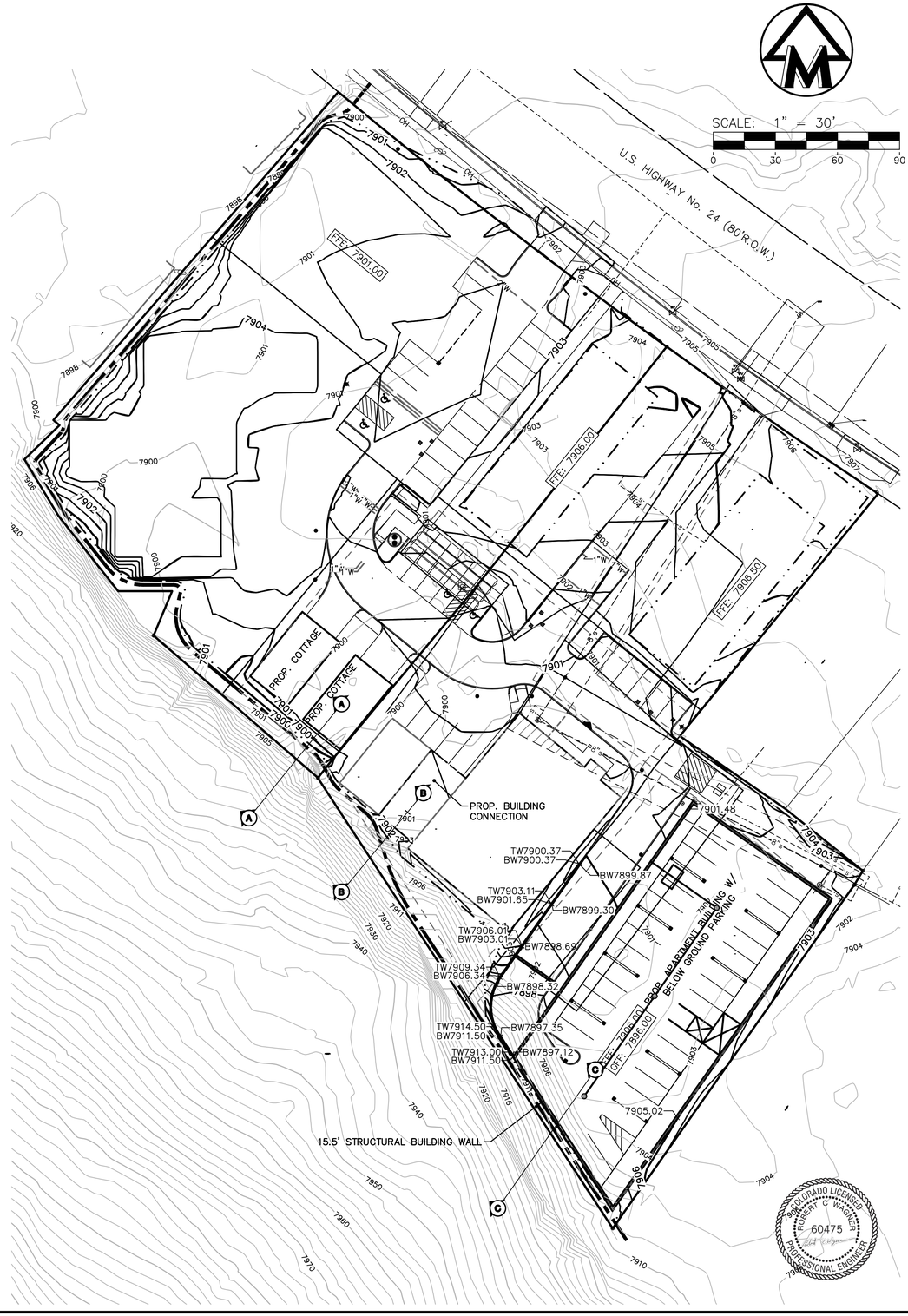


CROSS SECTION B-B



CROSS SECTION C-C





The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

m:\civil3d_proj\20067\final site plan\20067PR3.dwg, 11/20/2025 4:38 PM, Colton M. Wallace, 49 CROSS SECTION, MCLLC PDF pc3
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10TH MOUNTAIN BUILDERS
1632 MAIN STREET
MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

MIDTOWN VILLAGE FINAL PUD

CROSS SECTION

49

JOB No. 20067
REVISIONS:

REV.	DATE

DATE: 09/18/25
SHEET 49 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PR3

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 09 – SERIES 2026

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO REZONING A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPLE MERIDIAN, FROM SOUTH TOWN CHARACTER AREA COMMERCIAL ZONE TO SOUTH TOWN CHARACTER AREA MIDTOWN VILLAGE PLANNED UNIT DEVELOPMENT ZONE DISTRICT OVERLAY IN CONFORMANCE WITH THE TOWN OF MINTURN LAND USE CODE

WHEREAS, on or about October 28, 2022, Midtown Lofts, LLC. (hereinafter, the "Applicant") submitted a Preliminary Development Plan for Planned Unit Development application (hereinafter, the "Preliminary Plan") for the Midtown Village PUD, a corresponding Preliminary Plat for Subdivision application (hereinafter, the "Preliminary Plat"), and an accompanying application for an Amendment to the Official Character Area and Zone District Map (hereinafter, the "Zone District Amendment") for review and approval by the Town pursuant to Article 15, *Planned Unit Development Overlay Zone District*, Article 21, Division 3, *Amendments*, Chapter 16, *Zoning*, and Chapter 17, *Subdivisions* of the Minturn Municipal Code (hereinafter, the "Code"); and

WHEREAS, the Planning Director has determined that it is appropriate and has accepted an application for certain real property know as a Part of Section 35, Township 5 South, Range 81 West of the 6th Principal Meridian, otherwise known as Midtown Village PUD (the "Property") located in the South Town Character Area to be rezoned from Commercial Zone to Midtown Village PUD; and

WHEREAS, Resolution No. 04 – Series 2025 approved the Preliminary Plan and Preliminary Plat and set forth that "final action to approve or deny the Zone District Amendment application to formally amend the Official Zone District Map to create the Midtown Village Planned Unit Development Zone District will be undertaken in conjunction with the review and approval of any Final Development Plan for PUD and Final Subdivision Plat application(s) received by the Town"; and

WHEREAS, Ordinance No. 07 – Series 2026 approving the Final Development Plan for Midtown Village PUD has passed on first reading on July 1, 2026 and second reading on July 15, 2026; and

WHEREAS, Ordinance No. 08 – Series 2026 approving the Final Subdivision Plat for Midtown Village PUD has passed on first reading on July 1, 2026 and second reading on July 15, 2026: and

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 (hereinafter the "Council") is authorized to act; and

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

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

WHEREAS, Section 16-7-30 of the Code describes the South Town Commercial Zone; and

WHEREAS, Section(s) 16-21-410 through 450 of the Code provide for the consideration of amendments to the Town's Character Area Zoning Map; and

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

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

WHEREAS, Section 16-15-20 - *Authority*, of the Code provides that the Town staff and the Town of Minturn Planning Commission (hereinafter the "Commission") shall have the authority to recommend and the Town Council shall have the authority to impose such conditions on a PUD as are necessary to accomplish the purpose of the Code and the Community Plan; and

WHEREAS, the Commission and the Council have held duly noticed public hearings as required by the Minturn Municipal Code, and the Council now wishes to rezone the Property; and

WHEREAS, the Commission and the Council have determined that the rezoning provided for herein is in conformance with the Minturn Land Use Regulations and Community Plan.

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

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

SECTION 2. The following property is hereby rezoned to South Town Character Area Midtown Village PUD Zone.

> A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN
>
> As depicted on the attached zoning map (Exhibit "A") and attached survey document (Exhibit "B").

SECTION 3. Within thirty (30) days after the effective date of this Ordinance, the Town Clerk shall cause a printed copy of the amendment to the Town Zoning District Map to be made, which shall be dated and signed by the Mayor and attested to by the Town Clerk, and which shall bear the seal of the Town. The amended map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the Town Clerk. The Clerk shall also record a certified copy of this Ordinance with the Eagle County Clerk and Recorder. The Town staff is further directed to comply with all provisions of the Minturn Land Use Regulations, Minturn Municipal Code Chapter 16, to implement the provisions of this Ordinance.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 1st DAY OF JULY 2026. 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 15TH DAY OF JULY 2026 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

_____
Eric Gotthelf, 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 15TH DAY OF JULY 2026.

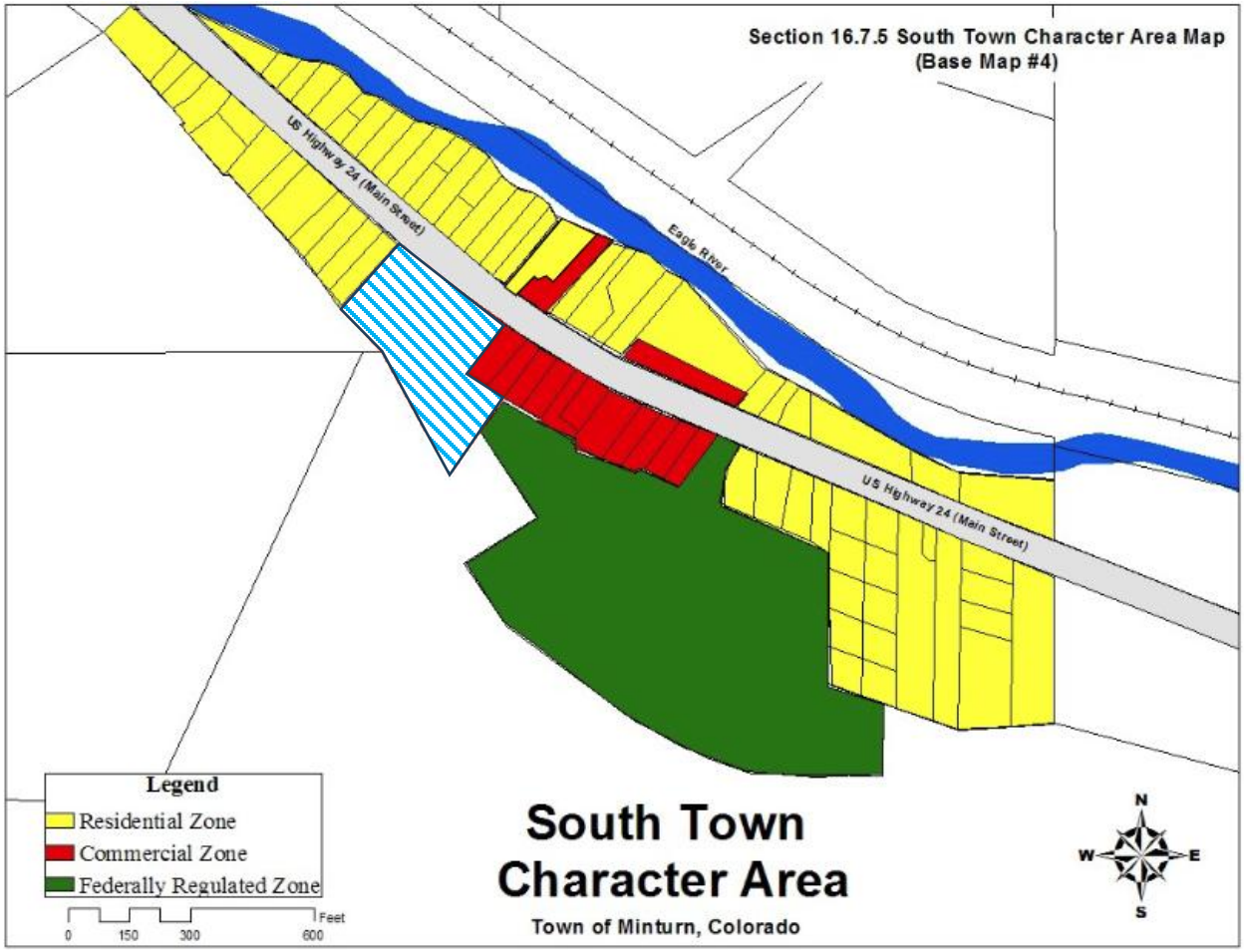
TOWN OF MINTURN, COLORADO

_____
Eric Gotthelf, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

AMENDMENT TO THE OFFICIAL ZONE DISTRICT MAP



- Midtown Village PUD

FINAL PLAT
MIDTOWN VILLAGE PUD
A PART OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO
PARCEL BOUNDARIES VACATED

INDIVIDUAL PARCEL LEGAL DESCRIPTIONS:

(PARCEL DESCRIPTIONS PER TITLE COMMITMENT PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER RND500789-5, WITH AN EFFECTIVE DATE OF APRIL 7, 2026 AT 5:00 P.M.)

PARCEL 1:
PARCEL A:
A PARCEL OF LAND BEING A PORTION OF LOT 10, SOUTH MINTURN ADDITION, RECORDED MARCH 1, 1978, AT RECEPTION NO. 163774 AND A PORTION OF PARCEL B, SOUTH MINTURN ESTATES, RECORDED NOVEMBER 07, 1988 AT RECEPTION NO. 390713 SITUATED IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 1.5" ALUMINUM CAP LS #14109, MARKING A WESTERLY CORNER OF SAID LOT 10, FROM WHENCE A 1.5" ALUMINUM CAP SET IN CONCRETE MARKING AN ANGLE POINT OF SAID PARCEL B, BEARS N41°25'32"W 307.84 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION: LEAVING SAID WESTERLY CORNER ALONG A WESTERLY LINE OF SAID LOT 10, N40°57'36"E 19.39 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED MAY 27, 1993 AT RECEPTION NO. 506114, ALSO KNOWN AS LOT 9; THENCE CONTINUING ALONG A LINE COMMON TO SAID LOT 9 AND LOT 10, N40°57'36"E 190.00 FEET TO A FOUND #5 REBAR LOCATED ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 24, MARKING A COMMON CORNER OF SAID LOT 9 AND 10; THENCE ALONG SAID RIGHT OF WAY 200.75 FEET ALONG A ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2905 FEET, INTERIOR ANGLE OF 03°57'34" AND A CHORD WHICH BEARS S52°21'01"E 200.71 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #30091 MARKING THE NORTHWESTERLY CORNER OF PARCEL 3 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013, UNDER RECEPTION NO. 201321950; THENCE LEAVING SAID RIGHT OF WAY ALONG THE WESTERLY LINE OF SAID PARCEL 3, S38°19'59W 150.48 FEET TO A FOUND 1.5" ALUMINUM CAP LS #30091 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 3; THENCE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL 1 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950, S39°30'38"W 105.96 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #14109 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 1, AND ALSO THE NORTHWESTERLY CORNER OF PARCEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE LEAVING SAID LINE COMMON TO SAID LOT 10 AND PARCEL 1, ALONG A LINE KNOWN AS THE SOUTHERLY BOUNDARY OF SAID LOT 10 N36°46'00"W 101.53 FEET TO AN ANGLE POINT COMMON TO SAID LOT 10, AND PARCEL B; THENCE ALONG A LINE COMMON TO SAID PARCEL B, S89°40'00"W 43.35 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N38°57'47"W 46.20 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR STAMPED LS #38079 FOUND ALONG SAID OLD FENCE LINE NOTED IN ADVERSE POSSESSION CASE NO. 90 CV 625, DESCRIBED IN INSTRUMENT RECORDED MAY 4, 2015 UNDER RECEPTION NO. 201507801; THENCE N30°02'13"W 32.15 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N46°00'32"E 23.29 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079, MARKING A COMMON CORNER OF SAID LOT 10 AND PARCEL B; THENCE N41°59'45"W 4.37 FEET LEAVING SAID FENCE LINE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL B TO THE POINT OF BEGINNING.

PARCEL B AKA PARCEL Q:
A PARCEL OF LAND SITUATED IN THE NW1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 3.5" ALUMINUM CAP SET IN A ROCK, STAMPED U.S.D.A. A/P. 18, LS #7235 MARKING A COMMON CORNER OF TRACT A, U.S FOREST SERVICE PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952 AND PAEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE ALONG A SAID TRACT A, THE U.S. FOREST SERVICE PROPERTY LINE, N49° 11'55"W 105.19 FEET, TO A FOUND 3.5" ALUMINUM CAP SET ON A 3" PIPE, STAMPED U.S.D.A A/P. 19, LS #7235 MARKING A COMMON CORNER OF SAID TRACT A, THE U.S. FOREST SERVICE AND ALSO BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION; THENCE LEAVING SAID TRACT A, ALONG A COMMON LINE WITH PARCEL 1 AS DESCRIBED IN INSTRUMENT RECORDED MARCH 17, 2000 AT RECEPTION NO. 727477, N 24° 04'46" E 22.26 FEET, TO A FOUND 1.25" BLUE PLASTIC CAP LS # 37924 A POINT ON SAID LINE OF PARCEL 1; THENCE CONTINUING ALONG LINE, N 24° 04'46" E 1.14 FEET, TO A POINT ON A COMMON LINE WITH LOT 10, SOUTH MINTURN ADDITION, A PARCEL OF LAND DESCRIBED IN INSTRUMENTS RECORDED JUNE 22, 2016 AT RECEPTION NO. 201609476 AND 201609477 AND RECORDED JUNE 16, 2016 AT RECEPTION NO. 201609187; AND BEING A CORNER OF SAID PARCEL 1; THENCE ALONG SAID COMMON LINE, N89° 40'00" E 16.65 FEET, TO A POINT AND CORNER ON A LINE COMMON TO SAID LOT 10 SOUTH MINTURN ADDITION; THENCE ALONG SAID COMMON LINE TO SAID LOT 10, S36° 46'00" E 101.53 FEET, TO A FOUND 1.5" ALUMINUM CAP LS # 14109, MARKING THE SOUTHEASTERLY CORNER OF PARCEL 1, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950 AND THE NORTHWESTERLY CORNER OF SAID PARCEL 5; THENCE ALONG A LINE COMMON TO SAID PARCEL 5, S39° 37'54"W 11.51 FEET, TO THE POINT OF BEGINNING.

PARCEL 2:
PARCEL A:
A PARCEL OF LAND IN THE COUNTY OF EAGLE AND STATE OF COLORADO LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. DEPARTMENT OF INTERIOR GENERAL LAND OFFICE IN DENVER, COLORADO, ON JUNE 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE NORTH ONE QUARTER CORNER OF SAID SECTION 35 BEARS N. 47° 20' 46" W. 1931.82 FEET DISTANT; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 12.03 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 55° 07' 45" E. 12.03 FEET; THENCE S. 39° 02' W. 147.80 FEET; THENCE S. 54° 16' 00" E. 66.18 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE S. 39° 01' 56" W. 155.00 FEET; THENCE N. 33° 26' 16" W. 128.88 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE N. 39° 27' 34" E. 105.96 FEET; THENCE S. 32° 34' E. 46.41 FEET; THENCE N. 39° 02" E. 168.00 FEET TO A POINT OF BEGINNING, EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL B:
THAT PART OR PARCEL OF LAND LYING AND BEING SOUTHERLY OF AND ADJACENT TO COLORADO U.S. HIGHWAY NO. 24 IN THE SOUTHEAST QUARTER OF THE NORTHEAST (SE1/4NE1/4) OF SECTION THIRTY-FIVE (35) IN TOWNSHIP (5) SOUTH, RANGE EIGHTY-ONE (81) WEST OF THE 6TH PRINCIPAL MERIDIAN, IN EAGLE COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY 24 FROM WHICH THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS NORTH 47° 14' WEST 1980.5 FEET; THENCE SOUTH 29° 11' WEST 150 FEET, THENCE NORTHWESTERLY 65.0 FEET TO A POINT WHICH IS 29° 11' WEST FROM A POINT 150 FEET SOUTH OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE NORTH 29° 11' EAST 150 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE ALONG SAID RIGHT OF WAY BOUNDARY ON A 1° 58' CURVE TO THE LEFT 65 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM, ANY PORTION CONTAINED IN DEGREE RECORDED NOVEMBER 19, 1981 IN BOOK 332 AT PAGE 295, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL C:
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EAGLE COUNTY, COLORADO ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON SEPTEMBER 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 35, A BRASS CAP MONUMENT FOUND IN PLACE, BEARS S. 42° 47' 06" E. 2050.33 FEET DISTANT; THENCE S. 39° 02' 00" W. 168.00 FEET; THENCE N. 32° 34' 00" W. 46.41 FEET; THENCE N. 38° 16' 57" E. 150.48 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24; THENCE ALONG SAID RIGHT-OF-WAY 46.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 54° 33' 22" E. 46.10 FEET TO THE POINT OF BEGINNING.

DESCRIPTION AS PER CHAIN OF TITLE:
A PARCEL OF LAND LYING SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 24, IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION BEARS N. 46° 46' WEST 1858.5 FEET; THENCE SOUTH 29° 11' WEST 148 FEET TO THE NORTHERLY CORNER OF PARCEL OF LAND CONVEYED TO THE COLORADO STATE HIGHWAY DEPARTMENT BY DEED RECORDED IN BOOK 126 AT PAGE 421, EAGLE COUNTY COLORADO RECORDER'S RECORDS: THENCE SOUTH 31° 36' EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LAST MENTIONED PARCEL OF LAND 57.3 FEET, TO THE MOST EASTERLY CORNER OF SAID PARCEL, WHICH CORNER IS LOCATED ON THE NORTHWESTERLY LINE OF PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 126 AT PAGE 232 OF SAID RECORDS: THENCE NORTH 29° 11' EAST, ALONG SAID NORTHWESTERLY LINE OF LAST MENTIONED PARCEL OF LAND 168 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ON A 1° 58' CURVE TO THE RIGHT 50.1 FEET TO THE POINT OF BEGINNING. COUNTY OF EAGLE, STATE OF COLORADO.



PARCEL D:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT FROM WHICH THE NORTH ONE QUARTER CORNER OF SECTION 35 BEARS N. 43° 23' 43" W. 2023.67 FEET DISTANT; THENCE S. 55° 14' 18" E. 63.14 FEET; THENCE S. 51° 36' 36" E. 47.54 FEET; THENCE S. 35° 09' 57 " W. 219.42 FEET; THENCE N. 33° 12' 13" W. 130.94 FEET; THENCE N. 39° 01' 56" E. 164.76 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ANY PORTIONS THAT MAY BE CONTAINED WITHIN INSTRUMENTS RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, NOVEMBER 19, 981 IN BOOK 332 AT PAGE 295 AND JUNE 18, 1985 IN BOOK 417 AT PAGE 312, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL E:
A PARCEL OF LAND SITUATED IN A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 3" BRASS CAP MONUMENT, SAID POINT BEING ANGLE POINT NO. 18 OF THE "FOREST PROPERTY BOUNDARY SURVEY" RECORDED IN BOOK 469 AT PAGE 371 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, FROM WHENCE A 3" BRASS CAP MONUMENT FOUND MARKING ANGLE POINT NO. 17 OF SAID "FOREST PROPERTY BOUNDARY SURVEY" BEARS S 33° 12' 13" E. 260.01FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE DESCRIPTION; THENCE N.39° 37' 37" E 11.52 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 14109, SAID POINT BEING THE WESTERLY CORNER OF THE "FORMER MCCULLOM PARCEL" PER THE DECREE IN QUIET TITLE ACTION RECORDED OCTOBER 23, 1992 AT RECEPTION NO. 488393 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER; THENCE S 33° 25' 38" E 127.51 FEET ALONG THE WESTERLY BOUNDARY OF SAID "FORMER MCCULLOM PARCEL" TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 4551, SAID POINT BEING THE SOUTHERLY CORNER OF SAID "FORMER MCCULLOM PARCEL" THENCE DEPARTING SAID "FORMER MCCULLOM PARCEL" S 39° 11' 59" W 12.07 FEET TO A POINT ON THE LINE BETWEEN SAID ANGLE POINTS 17 AND 18, THENCE ALONG SAID LINE N 33° 12' 13" W 127.76 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, COUNTY OF EAGLE, STATE OF COLORADO.

Gore Range Surveying, LLC
P.O Box 15
Avon, CO 81620
(970) 479-8698 • fax (970) 479-0055

DRAFT

DRAWN BY:	SE	DATE:	6/5/2026
CHECKED BY:	SE	DRAWING NO.:	21-1353plat
JOB NO.:	21-1353	SHEET	3 OF 5

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Direct Mail to Glenwood Springs

DATE: June 22, 2026

TO: Minturn Mayor and Council

FROM: Karp Neu Hanlon, P.C.

RE: Midtown Village PUD Agreement

Section 16-15-220 of the Code provides for a Planned Unit Development Agreement ("PUD Agreement") to be adopted with the approval of the final development plan.

Sec. 16-15-220. - Planned Unit Development agreement for final development plan.

(a) **General**. Concurrent with the approval of a final development plan for the PUD, the applicant and the Town Council shall enter into a PUD agreement binding the Planned Unit Development to any conditions placed in the agreement.

(b) **Land and open space dedication**. The PUD agreement shall refer to the approved common land and open space area plan. It shall outline the areas of common open space and specify any agreement on the part of the developer to preserve open space and how this will be implemented by deeding the land to the Midtown Village Homeowners Association ("Association"). It shall also identify any deed or other restrictions against future residential, commercial or industrial development. And it shall also include the terms by which any common areas shall be maintained and also identify those areas dedicated for the use and enjoyment of the general public.

(c) **Landscape guarantee**. Developer shall provide Town with a guarantee for no less than one hundred twenty-five percent (125%) of the cost of the landscaping improvements for the entire Property to ensure proper installation and continued maintenance of all features for a warranty period of two (2) years after installation. The guarantee shall be provided prior to the initiation of any land clearing or infrastructure development on the Property and shall be released upon approval by either the Planning Director or Town Engineer inspection, or both, and acceptance of the landscaping, except that twenty-five percent (25%) of the cost of each feature, will be retained for the two (2) year warranty period. The guarantee shall be in a form acceptable to the Town Council, upon a recommendation from the Town Attorney.

(d) **Public improvements guarantee**. To ensure installation of necessary public facilities planned to accommodate the development, the PUD agreement shall provide a guarantee for no less than one hundred percent (100%) of the current estimated cost of such public facility improvements, as estimated by the applicant, reviewed by the Town Engineer and approved by Town Council. The guarantee shall be in a form acceptable to the Town Council, upon a recommendation from the Town Attorney. As portions of the public improvements are completed, the Town Engineer shall inspect them and, upon approval and acceptance, shall authorize the release of the agreed cost for that portion of the improvements, except that ten percent (10%) shall be withheld until all proposed improvements are completed and approved by the Town Engineer.

The PUD Agreement: Resolution No. 36 authorizes the Mayor to sign a PUD development agreement for the Midtown Village subdivision. The PUD Agreement is a lengthy document containing several commitments associated with the implementation and long-term maintenance of the Midtown Village PUD. There are several exhibits attached to the PUD Agreement that are substantive in nature. This memo outlines the key provisions of the PUD Agreement and the relevant exhibits.

Phased Development: Section 3 of the PUD Guide highlights the development of the property. The primary subdivision improvements will be completed in a single phase shortly after the final plat is constructed. This includes the main access road, water and sewer mains, and trunk utilities. Except for the public improvements that will be constructed within the first phase, the 5 Tracts within the PUD that are depicted and described in **Exhibit E**, may be developed in any sequence. Prior to commencing any work on any Tract within the Property, Developer shall: (i) obtain a site plan review or further subdivision approval, or both, from the Town and (ii) provide updated cost estimates of the public improvements associated with that Tract for the Town's review and approval and a letter of credit or other security. Condominium units and townhome lots within a tract will be approved by an administrative review.

Water Service: Section 4.B. and 4.C. deal with water rights and water service for the property within the PUD. The Town's water system currently operates under a moratorium on new water uses described in Ordinance No. 5, Series 2020 and Ordinance No. 2, Series 2023 ("Moratorium"). Under the content of the Moratorium in place at the time Developer's application was received, Developer was entitled to 19.5 SFEs associated with historic service and, because the approval was commenced in 2022, is entitled to receive 3 additional SFEs of service for the Property, for a total of 22.5 SFEs. This agreement also grants the developer three (3) additional SFEs which were unused at Mintrun North, ensuring that every tract will have an appurtenant SFE.

For the 19.5 SFEs of historical service, Developer is not required to pay tap fees but will pay for system improvement fees as provided in the Minturn Municipal Code. For any SFEs of water service for the Property above 19.5, the Developer at the time of Building Permit issuance, shall pay tap fees and the system improvement fees required under Minturn Municipal Code pursuant to the Town's duly adopted fee schedule. At the time of recording the Final Plat, Developer shall pay the Town the water rights dedication fees for six (6) SFEs of water service (the three SFEs of water service provided under the Moratorium and the three (3) SFEs of additional water service granted under this

Agreement). All other water right dedication fees for the Property will be paid at the time of site plan approval for the number of SFEs approved to be developed on a Tract.

Sewer taps shall be assessed in accordance with the requirements of the Eagle River Water and Sanitation District.

Water Moratorium Acknowledgement: Section 4.C. further contains Developer acknowledgement that at the time of its Final Plat approval physical limitations and legal restrictions on the Town's water supply have required the imposition of a Water Moratorium which limits the Town's current ability to provide water more than the 25.5 SFEs presently allocated to the PUD. No additional SFEs of water service can be provided to the Property until such time as the Town has adequate water supply and Moratorium is lifted or modified. Staff will return in the Fall with concepts about the water moratorium in light of the water treatment plant construction.

Housing Plan: Sections 4.F. and 4.G. provide the PUD's housing plan. Section F's part of the application outlines two residency deed restrictions: Resident Occupied *and* Resident Occupied with a Price Cap. Section 4.F.i. provides that Developer shall dedicate twenty-seven (27) of the forty-two (42) units, or sixty-four percent (64%) as designated resident-occupied deed restricted units. The breakdown is as follows: Tract A sixteen (16) two-bedroom apartment units; Tract C eight (8) microhomes; Tract B, two (2) 3-bedroom units and one (1) 2-bedroom unit to satisfy the Community Housing Requirements for the PUD as **Exhibit B**. Section F.ii. explains that the Developer shall dedicate four (4) units located on Tract C or Tract D, or both, to be Resident Occupied and Price Capped at 200% AMI or less as further described as **Exhibit C**. Once the Resident Occupied Price Capped units have been designated pursuant to Section 4.F.ii, Developer shall record the Restrictive Covenant Imposing a Transfer Assessment Deed Restriction for the Property for the Benefit of the Town of Minturn against the Tract(s) upon which such units are designated. In all instances, a resident occupied deed restricted unit is subject to the initial offering of Units to Town Residents for thirty (30) days, with a second thirty (30) day exclusive purchase window for Eligible Households (i.e., residents of Eagle County).

Section 4.G. imposes a Transfer Assessment Deed Restriction on Tracts A and B of the PUD. The Restrictive Covenant Imposing a Transfer Assessment Deed Restriction for the Property for the Benefit of Town of Minturn, described as **Exhibit D**, will require the payment of 2% transfer fee payable to Town of Minturn if a resident occupied deed restricted unit is sold to a non-qualifying occupant. This covenant does not apply to resident occupied deed restricted units which must be owned and occupied by a qualifying applicant.

Common Elements; Landscaping; and Irrigation: The developer will form a property owners association to govern common elements within the PUD. The common elements generally include internal roadways, sidewalks, drainage facilities, trails, and picnic areas. All open space will be owned by the Association. Common elements are required to be funded and maintained by the owners association. The Developer agrees to construct and install, at the Developer's sole expense, an irrigation system sufficient to irrigate two-thousand (2,000) square feet of irrigated open space on the two cottage lots on Tract B. Developer shall construct and install landscaping and irrigation infrastructure for all other open space areas as part of site plan approval for each Tract. Irrigation systems in the drainage ways and cut and fill slopes shall be installed temporarily for revegetation purposes and may be removed when revegetation has been established, and irrigation is no longer

necessary. All disturbed areas shall be restored to a native condition. New landscaping shall be established using Xeriscape or Waterwise practices.

The PUD agreement approves the construction plans for the subdivision. Those plans have been reviewed by Jeff Spanel. Mr. Spanel has drafted a letter about various technical changes that need to be made to the construction plans prior to recordation of the final plat. Resolution No. 36 is conditional upon the developer completing the items listed in Jeff Spanel's letter.

Developer Agreed Conditions: Section 5 of the PUD Agreement memorializes various commitments made by the developer during the application process. These include that within eighteen (18) months of the filing of the Final Plat the Developer shall landscape the Property to eliminate erosion and revegetate any disturbed areas pursuant to the Landscape Plans; a Fencing Plan that show a common and uniform fencing theme (design and materials) for the Property and shall be included in the Covenants for the Property as an architectural requirement applicable to all unit owners; irrigation commitments; pedestrian access; fire suppression; and sustainability commitments, among others. Section 5.O. further provides that the project provides areas for snow storage as well as proposed areas for snow melt. All tracts of the Property shall meet the minimum snow storage area required by the Minturn Municipal Code, as may be amended from time to time, and /or may be snow melted. Snow removal and management of all common areas, driveways and sidewalks, including the sidewalk located in the Colorado Department of Transportation (CDOT) right-of-way, shall be performed under the direction of the owner's association.

Additional Public Improvements: Section 7 identifies additional public improvements to be constructed or funded by the developer. These improvements will be installed and completed in conformance with the Construction Plans at the expense of the Developer.

The remainder of the PUD Agreement governs the construction and acceptance of the public improvements. The developer is required to coordinate construction with the town and at the end to submit engineered stamped as built drawings for all public improvements. Once the public improvements are completed, a warranty period of 12 months is in place (24 months for landscaping). The developer must maintain security with the Town to complete any warranty items.

The development agreement contains a vested right section (Section 16) that grants the PUD vested rights for a period of 10 years. Vested rights mean that the Town cannot modify the development approvals including the PUD guide for a period of 10 years. The developer has indicated that all public improvements will be completed within eighteen (18) months.

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 36 – SERIES 2026

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN THE PLANNED UNIT DEVELOPMENT AGREEMENT FOR MIDTOWN VILLAGE PLANNED UNIT DEVELOPMENT.

WHEREAS, the Developer is the owner of certain real property located in the Town of Minturn, Colorado known as Midtown Village PUD and described on **Exhibit A**, attached and incorporated by this reference (the "Property"); and

WHEREAS, on December 11, 2024 after a duly noticed public hearing continued from November 13, 2024 and pursuant to Minturn Municipal Code §§ 16-15-160, 17-5-40 and 16-21-200, the Town of Minturn Planning Commission recommended approval of a Preliminary Plat and Preliminary PUD Development Plan for the Property; and

WHEREAS, on January 15, 2025 after a duly-noticed public hearing and pursuant to Minturn Municipal Code §§ 16-15-170, 17-5-60 and 16-21-200, the Town Council of the Town of Minturn adopted Resolution No. 04 – Series 2025 approving a Preliminary Plat and Preliminary PUD Development Plan for the Property; and

WHEREAS, this resolution provides the conditional approval of the Final Plat conditioned on the Developer satisfying the enumerated conditions below; and

WHEREAS, Minturn Municipal Code § 16-15-220 requires "Concurrent with the approval of a final development plan for the PUD, the applicant and the Town Council shall enter into a PUD agreement binding the Planned Unit Development to any conditions placed in the agreement."; and

WHEREAS, the Town and Developer mutually acknowledge and agree that the matters set forth in the Planned Unit Development Agreement For Midtown Village Planned Unit Development, attached as **Exhibit B**, are reasonable conditions and requirements to be imposed by the Town in connection with its approval, execution, and acceptance for recordation of the Final Development Plan, and that such matters are necessary to protect, promote, and enhance the public welfare; and

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

1. The Minturn Town Council approves the Planned Unit Development Agreement for Midtown Village attached as **Exhibit B** 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, subject to the following conditions:

A. The Applicant shall address the Town Engineer's comments in the letter dated June 26, 2026 prior to or concurrent with grading permit application;
B. The Applicant shall work with the Town Attorney to resolve any outstanding comments on the Homeowner's Association Declarations prior to the recording of the Final Plat.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED THIS 15th DAY OF JULY 2026.

TOWN OF MINTURN:

By:_____
Eric Gotthelf, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

INDIVIDUAL PARCEL LEGAL DESCRIPTIONS: (PARCEL DESCRIPTIONS PER TITLE COMMITMENT PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER RND500789-5, WITH AN EFFECTIVE DATE OF APRIL 7, 2026 AT 5:00 P.M.)

PARCEL 1 (PARCEL A)

A PARCEL OF LAND BEING A PORTION OF LOT 10, SOUTH MINTURN ADDITION, RECORDED MARCH 1, 1978, AT RECEPTION NO. 163774 AND A PORTION OF PARCEL B, SOUTH MINTURN ESTATES, RECORDED NOVEMBER 07, 1988 AT RECEPTION NO. 390713 SITUATED IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 1.5" ALUMINUM CAP LS #14109, MARKING A WESTERLY CORNER OF SAID LOT 10, FROM WHENCE A 1.5" ALUMINUM CAP SET IN CONCRETE MARKING AN ANGLE POINT OF SAID PARCEL B, BEARS N41°25'32"W 307.94 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION: LEAVING SAID WESTERLY CORNER ALONG A WESTERLY LINE OF SAID LOT 10, N40°57'36"E 19.39 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED MAY 27, 1993 AT RECEPTION NO. 506114, ALSO KNOWN AS LOT 9; THENCE CONTINUING ALONG A LINE COMMON TO SAID LOT 9 AND LOT 10, N40°57'36"E 190.00 FEET TO A FOUND #5 REBAR LOCATED ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 24, MARKING A COMMON CORNER OF SAID LOT 9 AND 10; THENCE ALONG SAID RIGHT OF WAY 200.75 FEET ALONG A ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2905 FEET, INTERIOR ANGLE OF 03°57'34" AND A CHORD WHICH BEARS S52°21'01"E 200.71 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #30091 MARKING THE NORTHWESTERLY CORNER OF PARCEL 3 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013, UNDER RECEPTION NO. 201321950; THENCE LEAVING SAID RIGHT OF WAY ALONG THE WESTERLY LINE OF SAID PARCEL 3, S38°19'59W 150.48 FEET TO A FOUND 1.5" ALUMINUM CAP LS #30091 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 3; THENCE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL 1 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950, S39°30'38"W 105.96 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #14109 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 1, AND ALSO THE NORTHWESTERLY CORNER OF PARCEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE LEAVING SAID LINE COMMON TO SAID LOT 10 AND PARCEL 1, ALONG A LINE KNOWN AS THE SOUTHERLY BOUNDARY OF SAID LOT 10 N36°46'00"W 101.53 FEET TO AN ANGLE POINT COMMON TO SAID LOT 10, AND PARCEL B; THENCE ALONG A LINE COMMON TO SAID PARCEL B, S89°40'00"W 43.35 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N38°57'47"W 46.20 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR STAMPED LS #38079 FOUND ALONG SAID OLD FENCE LINE NOTED IN ADVERSE POSSESSION CASE NO. 90 CV 625, DESCRIBED IN INSTRUMENT RECORDED MAY 4, 2015 UNDER RECEPTION NO. 201507801; THENCE N30°02'13"W 32.15 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N46°00'32"E 23.29 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079, MARKING A COMMON CORNER OF SAID LOT 10 AND PARCEL B; THENCE N41°59'45"W 4.37 FEET LEAVING SAID FENCE LINE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL B TO THE POINT OF BEGINNING.

PARCEL B (PARCEL Q):

A PARCEL OF LAND SITUATED IN THE NW1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 3.5" ALUMINUM CAP SET IN A ROCK, STAMPED U.S.D.A. A/P. 18, LS #7235 MARKING A COMMON CORNER OF TRACT A, U.S FOREST SERVICE PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952 AND PARCEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE ALONG A SAID TRACT A, THE U.S. FOREST SERVICE PROPERTY LINE, N49° 11'55"W 105.19 FEET, TO A FOUND 3.5" ALUMINUM CAP SET ON A 3" PIPE, STAMPED U.S.D.A A/P. 19, LS #7235 MARKING A COMMON CORNER OF SAID TRACT A, THE U.S. FOREST SERVICE AND ALSO BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION; THENCE LEAVING SAID TRACT A, ALONG A COMMON LINE WITH PARCEL 1 AS DESCRIBED IN INSTRUMENT RECORDED MARCH 17, 2000 AT RECEPTION NO. 727477, N 24° 04'46" E 22.26 FEET, TO A FOUND 1.25" BLUE PLASTIC CAP LS # 37924 A POINT ON SAID LINE OF PARCEL 1; THENCE CONTINUING ALONG LINE, N 24° 04'48" E 1.14 FEET, TO A POINT ON A COMMON LINE WITH LOT 10, SOUTH MINTURN ADDITION, A PARCEL OF LAND DESCRIBED IN INSTRUMENTS RECORDED JUNE 22, 2016 AT RECEPTION NO. 201609476 AND 201609477 AND RECORDED JUNE 16, 2016 AT RECEPTION NO. 201609187; AND BEING A CORNER OF SAID PARCEL 1; THENCE ALONG SAID COMMON LINE, N89° 40'00" E 16.65 FEET, TO A POINT AND CORNER ON A LINE COMMON TO SAID LOT 10 SOUTH MINTURN ADDITION; THENCE ALONG SAID COMMON LINE TO SAID LOT 10, S36° 46'00" E 101.53 FEET, TO A FOUND 1.5" ALUMINUM CAP LS # 14109, MARKING THE SOUTHEASTERLY CORNER OF PARCEL 1, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950 AND THE NORTHWESTERLY CORNER OF SAID PARCEL 5; THENCE ALONG A LINE COMMON TO SAID PARCEL 5, S39° 37'54"W 11.51 FEET, TO THE POINT OF BEGINNING.

PARCEL 2 (PARCEL A):

A PARCEL OF LAND IN THE COUNTY OF EAGLE AND STATE OF COLORADO LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. DEPARTMENT OF INTERIOR GENERAL LAND OFFICE IN DENVER, COLORADO, ON JUNE 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE NORTH ONE QUARTER CORNER OF SAID SECTION 35 BEARS N. 47° 20' 46" W. 1931.82 FEET DISTANT; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 12.03 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 55° 07' 45" E. 12.03 FEET; THENCE S. 39° 02' W. 147.80 FEET; THENCE S. 54° 16' 00" E. 66.18 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE S. 39° 01' 56" W. 155.00 FEET; THENCE N. 33° 26' 16" W. 128.88 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE N. 39° 27' 34" E. 105.96 FEET; THENCE S. 32° 34' E. 46.41 FEET; THENCE N. 39° 02" E. 168.00 FEET TO A POINT OF BEGINNING, EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL B:

THAT PART OR PARCEL OF LAND LYING AND BEING SOUTHERLY OF AND ADJACENT TO COLORADO U.S. HIGHWAY NO. 24 IN THE SOUTHEAST QUARTER OF THE NORTHEAST (SE1/4NE1/4) OF SECTION THIRTY-FIVE (35) IN TOWNSHIP (5) SOUTH, RANGE EIGHTY-ONE (81) WEST OF THE 6TH PRINCIPAL MERIDIAN, IN EAGLE COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY 24 FROM WHICH THE NORTH QUARTER CORNER OF

SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS NORTH 47° 14' WEST 1980.5 FEET; THENCE SOUTH 29° 11' WEST 150 FEET, THENCE NORTHWESTERLY 65.0 FEET TO A POINT WHICH IS 29° 11' WEST FROM A POINT 150 FEET SOUTH OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE NORTH 29° 11' EAST 150 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF COLORADO U.S. HIGHWAY NO. 24, THENCE ALONG SAID RIGHT OF WAY BOUNDARY ON A 1° 58' CURVE TO THE LEFT 65 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM, ANY PORTION CONTAINED IN DECREE RECORDED NOVEMBER 19, 1981 IN BOOK 332 AT PAGE 295, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL C:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EAGLE COUNTY, COLORADO ACCORDING TO THE DEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON SEPTEMBER 13, 1943; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 35, A BRASS CAP MONUMENT FOUND IN PLACE, BEARS S. 42° 47' 06" E. 2050.33 FEET DISTANT; THENCE S. 39° 02' 00" W. 168.00 FEET; THENCE N. 32° 34' 00" W. 46.41 FEET; THENCE N. 38° 16' 57" E. 150.48 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY NO. 24; THENCE ALONG SAID RIGHT-OF-WAY 46.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2905.00 FEET, THE CHORD OF WHICH BEARS S. 54° 33' 22" E. 46.10 FEET TO THE POINT OF BEGINNING.

DESCRIPTION AS PER CHAIN OF TITLE:

A PARCEL OF LAND LYING SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 24, IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION BEARS N. 46° 46' WEST 1858.5 FEET; THENCE SOUTH 29° 11' WEST 148 FEET TO THE NORTHERLY CORNER OF PARCEL OF LAND CONVEYED TO THE COLORADO STATE HIGHWAY DEPARTMENT BY DEED RECORDED IN BOOK 126 AT PAGE 421, EAGLE COUNTY COLORADO RECORDER'S RECORDS: THENCE SOUTH 31° 36' EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LAST MENTIONED PARCEL OF LAND 57.3 FEET, TO THE MOST EASTERLY CORNER OF SAID PARCEL, WHICH CORNER IS LOCATED ON THE NORTHWESTERLY LINE OF PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 126 AT PAGE 232 OF SAID RECORDS: THENCE NORTH 29° 11' EAST, ALONG SAID NORTHWESTERLY LINE OF LAST MENTIONED PARCEL OF LAND 168 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ON A 1° 58' CURVE TO THE RIGHT 50.1 FEET TO THE POINT OF BEGINNING. COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL D:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT FROM WHICH THE NORTH ONE QUARTER CORNER OF SECTION 35 BEARS N. 43° 23' 43" W. 2023.67 FEET DISTANT; THENCE S. 55° 14' 18" E. 63.14 FEET; THENCE S. 51° 36' 36" E. 47.54 FEET; THENCE S. 35° 09' 57 " W. 210.42 FEET; THENCE N. 33° 12' 13" W. 130.94 FEET; THENCE N. 39° 01' 56" E. 164.76 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ANY PORTIONS THAT MAY BE CONTAINED WITHIN INSTRUMENTS RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, NOVEMBER 19, 981 IN BOOK 332 AT PAGE 295 AND JUNE 18, 1985 IN BOOK 417 AT PAGE 312, COUNTY OF EAGLE, STATE

OF COLORADO.

PARCEL E:

A PARCEL OF LAND SITUATED IN A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 3" BRASS CAP MONUMENT, SAID POINT BEING ANGLE POINT NO. 18 OF THE "FOREST PROPERTY BOUNDARY SURVEY" RECORDED IN BOOK 469 AT PAGE 371 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, FROM WHENCE A 3" BRASS CAP MONUMENT FOUND MARKING ANGLE POINT NO. 17 OF SAID "FOREST PROPERTY BOUNDARY SURVEY" BEARS S 33° 12' 13" E. 260.01FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE DESCRIPTION; THENCE N 39° 37' 37" E 11.52 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 14109, SAID POINT BEING THE WESTERLY CORNER OF THE "FORMER MCCULLOM PARCEL" PER THE DECREE IN QUIET TITLE ACTION RECORDED OCTOBER 23, 1992 AT RECEPTION NO. 488393 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER; THENCE S 33° 25' 38" E 127.51 FEET ALONG THE WESTERLY BOUNDARY OF SAID "FORMER MCCULLOM PARCEL" TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 4551, SAID POINT BEING THE SOUTHERLY CORNER OF SAID "FORMER MCCULLOM PARCEL" THENCE DEPARTING SAID "FORMER MCCULLOM PARCEL" S 39° 11' 59" W 12.07 FEET TO A POINT ON THE LINE BETWEEN SAID ANGLE POINTS 17 AND 18, THENCE ALONG SAID LINE N 33° 12' 13" W 127.76 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ANY PORTION CONTAINED IN WARRANTY DEED RECORDED AUGUST 17, 1979 IN BOOK 289 AT PAGE 952, COUNTY OF EAGLE, STATE OF COLORADO.

EXHIBIT B

PLANNED UNIT DEVELOPMENT AGREEMENT
FOR MIDTOWN VILLAGE PLANNED UNIT DEVELOPMENT

THIS AGREEMENT made this _____ day of _____, 2026, by and between the TOWN OF MINTURN, COLORADO, a home rule municipality whose address is 302 Pine Street, P.O. Box 309, Minturn, CO 81645 (the "Town") and MIDTOWN LOFTS, LLC, a Colorado limited liability corporation whose address is 1003 Main Street, Minturn, CO 81645, United States, (the "Developer") (individually, a "Party"; collectively, the "Parties");

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain real property located in the Town of Minturn, Colorado known as Midtown Village PUD and described on **Exhibit A**, attached and incorporated by this reference (the "Property"); and

WHEREAS, on December 11, 2024 after a duly noticed public hearing continued from November 13, 2024 and pursuant to Minturn Municipal Code §§ 16-15-160, 17-5-40 and 16-21-200, the Town of Minturn Planning Commission recommended approval of a Preliminary Plat and Preliminary PUD Development Plan for the Property; and

WHEREAS, on January 15, 2025 after a duly-noticed public hearing and pursuant to Minturn Municipal Code §§ 16-15-170, 17-5-60 and 16-21-200, the Town Council of the Town of Minturn adopted Resolution No. 04 – Series 2025 approving a Preliminary Plat and Preliminary PUD Development Plan for the Property; and

WHEREAS, on July 15, 2026 after a duly-noticed public hearing and pursuant to Minturn Municipal Code §§ 16-15-200, and 16-21-200, the Town Council of the Town of Minturn, adopted Ordinance No. 07 - Series 2026 approving a Final Plan for PUD for the Property, which Ordinance is recorded as Reception No. _____ with the Eagle County Clerk and Recorder; and

WHEREAS, on July 1, 20206 and July 15, 2026, after a duly-noticed public hearing and pursuant to Minturn Municipal Code §§ 17-6-30, and 16-21-200, the Town Council of the Town of Minturn, approved by appropriate ordinance a Final Plat Midtown Village PUD ("Final Plat"), which Ordinance No. 08, Series 2026 is recorded as Reception No. _____ with the Eagle County Clerk and Recorder; and

WHEREAS, Minturn Municipal Code 16-15-220 requires a Planned Unit Development Agreement to be approved concurrent with approval of a Final Plat, as governed by that Article to require certain standards in development and guarantee certain public improvements; and

WHEREAS, the Town's approval of the Final Plat and PUD Final Plan for the Property cited above is contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

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

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of the Property; and to constitute the Planned Unit Development Agreement ("Agreement") provided for in Sections 17-7-10 through 17-7-20 and 16-15-220 of the Minturn Municipal Code. All terms and conditions contained herein are in addition to all requirements of the Minturn Municipal Code, the Town of Minturn Zoning and Subdivision Regulations (Titles 16 and 17 of the Minturn Municipal Code), and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement. The Developer agrees to bear all costs and responsibility for completion of the improvements servicing the Property as provided in this Agreement. This Agreement and any security provided to the Town is not for the benefit of materialmen, laborers, or others providing work, services, or materials to the Property, or for the benefit of future lot owners or occupants of the Property.

3. Development of the Property.

A. Phased Development. The public improvements associated with the subdivision of the Property into 5 Tracts are depicted and described on **Exhibit E**. The public improvements associated with the subdivision will be constructed within one single phase.

B. The Property is subdivided into 5 Tracts which may be developed in any sequence. **The terms and conditions contained in this Agreement shall be appurtenant to and encumber the Property and shall apply to all subsequent owners of lots of the Property; for the purposes of this Agreement, "Developer" includes Developer's successors and assigns as to each lot sold who shall be bound by the terms and conditions contained herein.** Prior to commencing any work on any Tract within the Property, Developer shall: (i) obtain a site plan review and/or further subdivision approval from the Town in accordance with the Minturn Municipal Code for the Tract to be developed; (ii) provide updated cost estimates of the public improvements associated with that Tract for the Town's review and approval and a letter of credit or other security approved by the City in that amount securing those public improvements; and (iii) a title commitment covering any public dedications associated with that Tract. The construction of the public improvements identified in each site plan review approval shall be governed by the provisions of this Agreement.

C. Minor Subdivision and Condominium Plats.

I. Developer acknowledges that in any Tract wherein a new lot or unit is to be created Developer will be required to obtain further subdivision approval under the Minturn Municipal Code. Creation of new lots or units shall be in accordance with an administratively approved subdivision process as laid out in the MMC and as may be amended from time to time.

II. For Lots or Tracts that are developed with "airspace" units, the Developer shall obtain a subdivision approval shall be in accordance with an administratively approved subdivision process as laid out in the MMC and as may be amended from time to time. No individual condominium unit shall be sold into separate ownership until and unless a further subdivision has been approved by the Town and such plat/map creating airspace units has been recorded in the real estate records of Eagle County.

4. Fees and Dedications. In addition to any fees enacted by any ordinance of general applicability in the Town, the following fees shall be paid to the Town by the Developer:

A. Reimbursement of Costs. The Developer hereby agrees to pay the Town the actual costs to the Town for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the Town for the cost of making corrections or additions to the master copy of the official Town map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Eagle County. The Developer shall also pay any fees required pursuant to the Minturn Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

B. Water and Sewer Fees. The Developer, its successors and assigns, shall comply with Title 13 of the Minturn Municipal Code regarding tap fees and system improvement fees for water and sewer service, subject to the following stipulations:

i. The Town's water system operates under a moratorium on new water uses described in Ordinance No. 5, Series 2020 and Ordinance No. 2, Series 2023 ("Moratorium"). Under the content of the Moratorium in place at the time Developer's application was received, Developer was entitled to 19.5 SFEs

associated with historic service and is entitled to receive 3 additional SFEs of service for the Property, for a total of 22.5 SFEs.

ii. For the 19.5 SFEs of historical service, Developer is not required to pay tap fees but will pay for system improvement fees as provided in the Minturn Municipal Code.

iii. For any SFEs of water service for the Property above 19.5, the Developer at the time of Building Permit issuance, shall pay tap fees and the system improvement fees required under Minturn Municipal Code pursuant to the Town's duly adopted fee schedule.

ii. Developer and Town agree that Developer has paid the tap fee or System Improvement Fee for the existing commercial building on part of Tract B as part of the 19.5 SFEs of historic use. The number of SFEs for the existing commercial building on part of Tract B shall be subtracted from the 19.5 SFEs of historic use.

iii. Sewer taps shall be assessed in accordance with the requirements of the Eagle River Water and Sanitation District.

C. Water Rights Dedication.

i. Historic Use Credits. Developer has a credit against water rights dedication requirements for the Property in the amount of nineteen and one-half (19.5) SFEs of water service historically provided to the Property. The nineteen and one-half (19.5) SFEs of water service historically provided to the Property includes the four and one-half (4.5) SFEs of water service associated with the existing commercial building on part of Tract B

ii.Additional Allocations of Water Service. Developer is allocated the right to use three (3) SFEs of additional water service for the Property as set forth in Ordinance 04, Series 2025. Pursuant to this Agreement, the Town hereby allocates the right to use an additional three (3) SFEs of water service so that every Tract within the subdivision has, at least, one SFE of water service allocated to it. Developer may allocate the twenty-five and one-half (25.5) SFEs of available water service for use on such Tracts as developer may designate so long as the following restrictions are met: (a) Developer must allocate 4.5 SFEs for use on Tract B, (b) at least 1 SFE must be allocated to each of the 5 Tracts in the subdivision, and (c) Developer must allocate sufficient number of SFEs to cover all development approved for a Tract in a subsequent site plan review and/or further subdivision approval.

iii. Timing of Payment for Water Right Dedication. For any SFEs of water service for the Property above 19.5 SFEs, the Developer shall pay water rights dedication fees required under Minturn Municipal Code pursuant to the Town's

duly adopted fee schedule. At the time of recording the Final Plat, Developer shall pay the Town the water rights dedication fees for six (6) SFEs of water service (the three SFEs of water service provided under the Moratorium and the three (3) SFEs of additional water service granted under this Agreement. All other water right dedication fees for the Property will be paid at the time of site plan approval for the number of SFEs approved to be developed on a Tract.

iv. Water Moratorium. Developer acknowledges that at the time of its Final Plat approval physical limitations and legal restrictions on the Town's water supply have required the imposition of the Moratorium which limits Town's current ability to provide water in excess of the 25.5 SFEs. No additional SFEs of water service can be provided to the Property until such time as the Town has adequate water supply and Moratorium is lifted.

D. Land and Open Space Dedication. The Parties agree that the Property is subject to the Town land and open space dedication requirements set forth in Minturn Municipal Code § 16-17-90. The Developer shall deed to the Midtown Village Homeowners Association all property rights necessary for management as public open space as depicted on the Final Plat and the Site Plan, for the use and enjoyment of the general public.

E. Impact Fees. Unless otherwise addressed in this Agreement, the Developer shall pay to the Town Impact Fees required under the Minturn Municipal Code at the time(s) identified in the Code.

F. Deed Restricted Housing.

i. Resident Occupied. Developer shall dedicate twenty seven (27) of the forty-two (42) units, or sixty-four percent (64%) as designated resident-occupied deed restricted units. The breakdown is as follows: Tract A sixteen (16) two-bedroom apartment units; Tract C eight (8) microhomes; Tract B, two (2) 3-bedroom units and one (1) 2-bedroom unit to satisfy the Community Housing Requirements for this PUD. On or before recording the Final Plat, Developer shall execute and cause to be recorded a Resident Occupied restrictive covenant for the Benefit of Town of Minturn Local Housing on Tract A and Tract B. At the time of site plan approval for Tract C, Developer shall execute and cause to be recorded Resident Occupied restrictive covenant for the Benefit of Town of Minturn Local Housing on Tract C. The form of the Resident Occupied restrictive covenant document is attached as **Exhibit B**.

ii. Resident Occupied Price Capped. Developer shall dedicate four (4) units located on Tract C and/or Tract D to be Resident Occupied and Price

Capped at 200% AMI or less. At the time of the earlier of (a) site plan approval for Tract C or D or (b) a further subdivision of Tract C or D, Developer shall execute and cause to be recorded a Resident Occupied Price Capped restrictive covenant for the Benefit of Town of Minturn Local Housing on identified units located on Tract C or Tract D. The form of the Resident Occupied Price Capped restrictive covenant document is attached as **Exhibit C**.

iii. Obligation to construct deed restricted housing. No Certificate of Occupancy shall be issued for any structure on a Tract upon which a Resident Occupied Price Capped unit has been designated pursuant to Section 4.F.ii, until a Certificate of Occupancy has been issued for each of the Resident Occupied Price Capped units designated on such Tract.

G. Transfer Assessment. On or before recording the Final Plat, Developer shall execute and cause to be recorded against Tracts A and B a Restrictive Covenant Imposing a Transfer Assessment Deed Restriction for the Property for the Benefit of Town of Minturn. Once the Resident Occupied Price Capped units have been designated pursuant to Section 4.F.ii, Developer shall record the Restrictive Covenant Imposing a Transfer Assessment Deed Restriction for the Property for the Benefit of Town of Minturn against the Tract(s) upon which such units are designated. The Restrictive Covenant Imposing a Transfer Assessment Deed Restriction for the Property for the Benefit of Town of Minturn will require the payment of 2% transfer fee payable to Town of Minturn if an resident occupied deed restricted unit is sold to a non- qualifying occupant. The form of the document is attached as **Exhibit D**.

5. Specific Conditions. The Developer agrees to perform the following conditions:

A. Representations. All representations of the Developer made in its application and in statements during the public hearings for Final Plat approval before the Planning Commission and Town Council shall be considered conditions of approval with which the Developer shall comply.

B. Approved Plans. The public improvements to be constructed on the Property shall conform to the Construction Plans attached as **Exhibit E** hereto. Any amendments to such plans and drawings shall require approval by the Town.

C. Revegetation and Landscaping. Within eighteen (18) months of the filing of the Final Plat, the Developer shall landscape the Property to eliminate erosion and revegetate any disturbed areas pursuant to the Landscape Plans attached as **Exhibit F**. Erosion mitigation shall be ongoing. The Developer shall require by covenant maintenance of the landscaping on the Property. Cost estimates of all landscaping shall be submitted to the Town, guaranteed by the security required by

this Agreement, and shall be considered a public improvement hereunder. Specific components of the Landscaping Plan shall include, but are not limited to:

i. Compliance with all applicable Town Code provisions, including Sections 16-17-130 to 16-17-170 and Appendix C.

ii. Park/green space improvements to be installed in conjunction with site plan or further subdivision approval for each Tract.

iii. Landscaping of individual yards, including fencing, as part of building permit process.

iv. Plans for installation and maintenance of seed mix if this approach is selected over sod landscaping.

v. Screening elements.

vi. Features to protect mature tree stands, where feasible.

vii. Prohibition of any fruit, nut, or berry producing trees and shrubs for wildlife conflict avoidance.

viii. The minimum tree and drought-tolerant plant size and type shall be in accordance with the Minturn Municipal Code, as amended from time to time, including but not limited to the Town of Minturn waterwise landscaping and irrigation design standards and principles

D. Fencing Plan. Prior to the commencement of development of the Property, Developer shall provide a Fencing Plan to the Town for its review and approval. The Fencing Plan shall show a common and uniform fencing theme (design and materials) for the Property and shall be included in the Covenants for the Property as an architectural requirement applicable to all unit owners. All fencing shall be wildlife friendly to eliminate the chance of entanglement or impalement of wildlife attempting to jump fences, in accordance with Section 10-8-280 of the Minturn Municipal Code. Sharp protrusions and pointed pickets or strands of wire are prohibited. Additional fencing is not permitted by any homeowner or renter nor between units to allow adequate area between buildings for ladder staging in case of fire.

E. Irrigation. The Developer agrees to construct and install, at the Developer's sole expense, an irrigation system sufficient to irrigate two-thousand (2,000) square feet of irrigated open space on the two cottage lots on Tract B. Developer shall construct and install landscaping and irrigation infrastructure for all other open space areas in compliance with the Landscape Plan attached as **Exhibit F** once the Town has repealed the Moratorium. The plans and specifications for such system shall be subject to the approval of the Town. Irrigation systems in the drainage ways and cut and fill slopes shall be installed temporarily for revegetation purposes and may be removed when revegetation has been established and irrigation is no longer necessary. All disturbed areas shall be restored to a native condition and/or landscaped using Xeriscape or Waterwise practices.

F. Pedestrian Access. The Developer shall install safe pedestrian access within the Property consistent with the approved Construction Plans. The Developer shall ensure such access complies with ADA requirements, including proper ramps and sidewalks/paths.

G. Emergency Access. Plans for emergency access to the Property shall be submitted to the Town according to specifications approved by the Eagle River Fire Protection District.

H. Dust, Mud, and Erosion Control. The Developer shall maintain all streets and surrounding areas during construction of the Public Improvements by employing techniques acceptable to the Town for dust, mud, and erosion control. Further, as may be applicable, the Developer shall apply and receive a Storm Water Management Permit from the State of Colorado prior to any construction work, including grading, if required.

I. Dogs Prohibited During Construction. The Developer shall prohibit its contractors and subcontractors from bringing dogs onto the Property during working hours, even if such dogs are to be kept inside motor vehicles.

J. Trash Enclosures. Developer shall provide bear-resistant trash dumpsters within a fenced and locked trash enclosure. The owner's association shall manage and maintain the trash enclosure area. All trash receptacles within the Property shall be bear-resistant rated.

K. Architectural Standards. Roof materials may be asphalt shingle or composite shakes, metal (standing seam, pro-panel, Cor-Ten, corrugated or copper) or a combination of those materials. All metal roofing materials shall be non-reflective. Colors should be natural, earthtones such as brown, grey, green, rusted or patina. Cedar shakes are not permitted. Siding may be metal, masonry, cementitious board or panel, wood, stucco, or natural or cultured stone with color palette of natural earth tones. (Applications include vertical or horizontal, standing seam, board and batten or panels.)

L. Lighting. All exterior light fixtures shall be downcast in nature and Dark Sky Compliant. Lighting must also comply with the applicable lighting standards of the Minturn Municipal Code. Common Areas, sidewalks, parking areas may also be illuminated with code-compliant site lighting. Motion sensor flood type lighting is prohibited.

M. Fire Suppression. All Commercial Buildings and Multi-Family residences are required to have a monitored residential fire sprinkler system pursuant to the requirements of (ERFPD) Eagle River Fire Protection District.

N. Sustainability. Each unit must include solar readiness rough-in for future solar incorporation. In addition, each unit is required to include a dedicated circuit and/ or panel capacity to support Level II electric vehicle charging. Other opportunities for incorporating sustainable practices are encouraged, including but not limited to the installation of roof- mounted solar panels.

O. Snow Storage, Management, and Maintenance. The owner's association shall conduct all common area maintenance in accordance with the covenants for the owner's association. The project provides areas for snow storage as well as proposed areas for snow melt. All tracts of the Property shall meet the minimum snow storage area required by the Minturn Municipal Code, as may be amended from time to time, and /or may be snow melted. Snow removal and management of all common areas, driveways and sidewalks, including the sidewalk located in the Colorado Department of Transportation (CDOT) right-of-way, shall be performed under the direction of the owner's association.

P. Signs. The Developer shall ensure that all signs proposed for the Property comply with the standards and limitations set forth in the Minturn Municipal Code for both residential and commercial uses. Unless exempt by the Minturn Municipal Code sign regulations, all residential and commercial signs are subject to the Town of Minturn's approval.

Q. CDOT Requirements. Developer agrees to construct all improvements required by the Colorado Department of Transportation ("CDOT") as described in Developer's access permit.

6. Pre-Construction Meeting. The Developer shall hold a pre-construction meeting with the Town Engineer and Public Works Director, as well as the Developer's engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

7. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting, and signage required by this Agreement, construction drawings provided by Midwestern Consulting, as Job No. 20067 dated ___March 3_____, 2026, or shown on the Final Plat prepared by Gore Range Surveying, as Job No. 21-1353 dated _____September 17_____, 2025 (the "Public Improvements") shall be installed and completed in conformance with the Construction Plans at the expense of the Developer.

A. The Public Improvements required by this Agreement and the estimated costs thereof are identified on the Final Submittal Cost Estimate attached as **Exhibit G**.

B. The Public Improvements shall be constructed in conformance with the Construction Plans attached as **Exhibit E**, altogether with supplemental plans and specifications approved by the Town, the Town of Minturn Public Works Manual Municipal Code Appendix C, then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

B. The Developer shall provide, at its sole cost and expense, all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements.

8. Construction Observation and Inspection.

A. Materials and Workmanship. Unless otherwise specified, all materials used for the Public Improvements shall be new, and both workmanship and materials shall be of good quality and installed in accordance with the approved Construction Plans and the Landscaping Plans. Upon request, the Developer shall furnish to the Town for the Town's approval, the name of the manufacturer of equipment and materials that it contemplates incorporating into the Public Improvements, which approval shall not be unreasonably withheld. The Developer shall also furnish, upon request, information on capacities, efficiencies, sizes, etc. as the Town may require. Equipment, materials, and articles not conforming to the Plans and Specifications shall be placed and installed at the risk of subsequent rejection by the Town.

B. Construction Inspection by the Developer. The Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow the Developer's engineer to provide a stamped certification, when improvements are submitted to the Town for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

C. Construction Observation by the Town. The Town shall have the right to make engineering and construction observations at commercially reasonable intervals during the construction of the Public Improvements. Observation, acquiescence in or approval by any engineering and/or building inspector of the construction of any physical facilities, at any particular time, shall not constitute Town approval of any phase of construction of the Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer's general contractor shall inspect the Public Improvements on at least a weekly basis, and shall provide the Town Engineer and/or Town Public Works Director or his/her designee with

supervisor's field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the Town Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the Developer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

9. Permits and Easements. The Developer shall obtain and present to the Town all land boundary surveys, permits, licenses, and easements of a temporary or permanent nature, if any, necessary for the construction or maintenance of Public Improvements.

10. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements within eighteen (18) months of the execution of this Agreement, unless otherwise agreed in writing. Upon the Developer's completion of construction of the Public Improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and the Landscape Plan. Thereafter, the Town Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications within forty-five (45) days (or such reasonable period in the event the Public Improvements are obscured by weather conditions). The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall at its expense have as-built drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. The as-built drawings and costs summary shall be forwarded to the Town Engineer for review and approval.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the "Acceptance Date". The Town shall be under no obligation to provide any water or sewer service until all Public Improvements are brought into conformance with the Plans and Specifications and the approved Final Plan and Final Plat and are certified and approved by the Town Public Works Director or his/her designee pursuant to this Agreement. However, upon certification and approval, the Town shall be obligated to provide water and sewer service to the Property, subject to all provisions of the Minturn Municipal Code, and in particular to the availability of water or sewer taps, which shall be on a first-come, first-served basis and in accordance with the Moratorium and Chapter 13 of the Minturn Municipal Code. The Town does not guarantee an adequate number of taps will be available to serve the Property at the time the Developer intends to proceed with development.

11. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer of the Property shall execute a deed to the Town (or the homeowners association as the case may be) conveying all rights-of-way and easements required for the operation, maintenance, repair and replacement of the Public Improvements. The Developer agrees to dedicate to the public and to convey or, with respect to off-site easements, to assign to the Town, in such form as may be required by the Town, such easements and other rights as acquired by the Developer as may be reasonably required for the construction of the Public Improvements. Such conveyance and dedication shall be free and clear of all liens and encumbrances that might adversely affect the use of the Public Improvements for their intended purpose. The Developer shall also execute a bill of sale conveying the Public Improvements to the Town (or the homeowners association as the case may be), free and clear of all liens and encumbrances. All Public Improvements shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

12. Warranty. The Developer shall warrant any and all Public Improvements and facilities which are conveyed to the Town or a homeowner's association pursuant to this Agreement for a period of twelve (12) months (the "Warranty Period") from the Acceptance Date. Such Warranty shall automatically terminate at the expiration of the Warranty Period or twelve (12) months from the final repair or replacement required under the Warranty, whichever is later, unless otherwise agreed by the Parties. Specifically, but not by way of limitation, the Developer shall warrant that:

A. The title conveyed shall be good and its transfer rightful;

B. Any and all Public Improvements conveyed shall be free from any security interest or other lien or encumbrance; and

C. Any and all Public Improvements so conveyed shall be free of any defects in materials or workmanship for a period of twelve (12) months, as stated above.

13. Warranty Securitization. The Developer shall provide the Town with a Warranty Security in the form of a letter of credit or deposit agreement satisfactory to the Town Attorney no later than the Acceptance Date. The Warranty Security shall be adequate to repair or replace ten percent (10%) of the Public Improvement costs identified on **Exhibit G**, during the Warranty Period. The Warranty Security shall be adequate to repair or replace twenty-five percent (25%) of the Landscaping Improvements as described in **Exhibit G**. If the Developer does not repair or replace damaged or inoperable improvements upon 90 days' notice(or such lesser period of time if the warranty security is going to expire in less than the 90 days) from the Town, the Town shall have the right to do deduct the cost of the same from the Warranty Security. Such Warranty Security shall be held by the Town for the Warranty Period and shall be released upon the expiration of the same, once all warranty issues have been resolved.

14. Performance Guarantee.

A. The total amount of security required for the Public Improvements shall be as specified on **Exhibit G**. The Developer shall provide to the Town security in the

form required herein. Such guarantees shall be subject to increase if deemed reasonable and necessary in the sole opinion of the Town.

In order to secure the construction and installation of the Public Improvements, for which the Developer is responsible, the Developer shall prior to the recordation of the Final Plat, furnish the Town with a certificate or other evidence, in good and sufficient form approved by the Town Attorney, an irrevocable letter of credit, bond, security agreement or deposit agreement, in a form acceptable to the Town Attorney issued or confirmed by a commercial banking institution authorized to do business and with offices located within the State of Colorado to secure the performance and completion of the Public Improvements, in an amount equal to the estimated costs of said facilities as set forth on **Exhibit G**. The Town shall have the right to review and approve all terms and conditions of the bond, letter of credit or deposit agreement prior to recording of the Final Plat.

The original letter of credit or deposit agreement shall be delivered to the Town prior to the recordation of the Final Plat. This Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision, issued by the International Chamber Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

The Performance Guarantee shall specifically address:

v. Landscape Guarantee. Developer shall provide Town with a guarantee for no less than one hundred twenty-five percent (125%) of the cost of the landscaping improvements for the entire Property to ensure proper installation and continued maintenance of all features for a warranty period of two (2) years after installation. The guarantee shall be provided prior to the initiation of any land clearing or infrastructure development on the Property and shall be released upon the Planning Director's and/or Town Engineer's inspection, approval, and acceptance of the landscaping, except that twenty-five percent (25%) of the cost of each feature shall be retained for the two (2) year warranty period.

vi. Public Improvements Guarantee. A guarantee acceptable to the Town Attorney for no less than one hundred percent (100%) of the current estimated costs of Public Improvements, as estimated by the Town Engineer. Such guarantee shall be released upon inspection, approval, and acceptance by the Town Engineer, except that ten percent (10%) of the cost of each improvement shall be retained until all proposed improvements are completed.

B. In the event the Public Improvements are not constructed or completed within eighteen (18) months of the date of this Agreement, the bond, letter of credit or deposit agreement shall provide that the funds necessary to complete the Public Improvements shall be put directly to an escrow account under the control of the

Town Manager and shall be used to complete the Public Improvements called for herein.

C. Within thirty (30) days of timely completion and acceptance of the Public Improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the Town Manager, the performance guarantee shall be released to the Developer. If the Public Improvements are not completed within the required time, the performance guarantee may be called by the Town and the monies may be used to complete the Public Improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance.

D.The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth above. The Parties agree that this amount does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, the Developer shall be solely responsible for the actual cost. The purpose of **Exhibit G** is to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

E. Partial Releases of Security. The Developer may apply to the Town for a partial release of the Security on a quarterly basis for those Public Improvements completed within the preceding quarter. Developer's engineer must provide stamped certification that all work is completed in substantial compliance with the Plans and Specifications and any other applicable requirements. Upon application for a partial release, the Town shall have the opportunity to inspect the completed Public Improvements. If such Public Improvements are approved by the Town Engineer after inspection, the Town shall release to the Developer ninety percent (90%) of the Security allocated to the completion of the inspected Public Improvements in categories outlined on **Exhibit G**; provided, however, such partial release of Security shall not alter or diminish the Town's right to make a final inspection of all Public Improvements.

F. The Parties expressly agree that the Developer's preparation and submission to the Town of "as-built drawings", the engineer's certification of conformance with the Construction Plans and Landscape Plans, and a summary of actual construction costs for the Public Improvements to be dedicated to the Town or owners' association —and approval by the Town of the as-built drawings and summary—are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings the engineer's certification of conformance with the Construction Plans and the Landscaping Plans and summary to the Town thirty (30) days prior to the expiration of the performance guarantee or

any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to call upon the performance guarantee in an amount equal to ten percent (10%) of the total amount set forth on **Exhibit G**, which amount the Town may retain as liquidated damages due to the Developer's breach. No releases of the letter of credit or deposit agreement shall be granted by the Town until such as-built drawings are provided and all Public Improvements are accepted by the Town.

15. Left Intentionally blank.

16. Vested Rights. Pursuant to Section 16-11-10, *et. seq.,* of the Minturn Municipal Code, the Town and the Developer agree that the Town Council's Final Plat approval of the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the Town Council of the Final Plat for the Property, the Town grants vested property rights for the Property for a period of: ten (10) years from the date upon which a new water treatment plant is put into commission and the Moratorium is modified so that a total of 42 SFEs of water service is provided to the Property; but in no event shall vested rights for the Property exist later than December 31, 2041. The grant of vested rights is upon the condition that the Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Pursuant to the provisions of Minturn Municipal Code Section 16-21-710, and the Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and Minturn Municipal Code Section 16-21-710.

17. Owners Association; Covenants. An owner's association shall be created by the Developer under the laws of the State of Colorado before any properties within the subdivision are sold to third parties. The Articles of Incorporation and covenants shall be reviewed by the Town Attorney to ensure that they meet the Town's requirements that the owners association (1) maintains, operates and assumes full responsibility for all easements and common areas within the Property as shown on the Final Plat, including landscaping; (2) maintains all open space; and (3) is empowered to enforce any provisions of the covenants, conditions and restrictions affecting the Property. The covenants for the Property shall also address, at a minimum: party wall agreements, snow removal, building and landscape maintenance, sidewalk maintenance, drainage maintenance, road maintenance, use of limited and general common elements, fencing styles and heights, outdoor storage of vehicles (including recreational vehicles, boats, trailers, and the like), and pets. The Articles of Incorporation and covenants shall be reviewed and approved, and the Articles filed with the Colorado Secretary of State prior to the recordation of the Final Plat. The form of the Declaration of Covenants to be recorded with the Final Plat is attached as **Exhibit H**.

18. Conditions of Building Permit / Certificate of Occupancy. In addition to all requirements of the Minturn Municipal Code, the Developer agrees to comply with any requirements imposed by the operation of state, federal, or local law. The Town reserves the right to not issue building permits if Developer is not in compliance with the following:

A. This Agreement has been recorded in the Office of the Eagle County Clerk and Recorder, and a recorded copy is on file in the Office of the Town Clerk.

B. The Final Plat has been recorded in the Office of the Eagle County Clerk and Recorder, and a recorded copy is on file in the Office of the Town Clerk.

C. All Public Improvements have been approved, or a performance guarantee to secure all Public Improvements has been provided in accordance with this Agreement.

19. Voluntary Action of Developer. Notwithstanding any provision of the Minturn Municipal Code, the Developer agrees that all terms and conditions of this Agreement, including specifically the payment of fees, the dedication of land, and the completion of off-site infrastructure improvements, are agreed to and constitute the voluntary actions of the Developer.

20. Breach by Developer; Town's Remedies. In the event of any default or breach by the Developer of any term, condition, covenant or obligation under this Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the Town from hardship. The Town's remedies include:

A. The refusal to issue to the Developer any development permit, building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded; Developer may seek a variance from this provision in the event the Tracts have been conveyed into separate ownership and the default does not relate to the conduct of an owner of a Tract wholly unrelated from the owner of the Tract upon which the default has been noticed;

B The recording with the Eagle County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Manager to file an affidavit stating that the default has been cured. Upon recording such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the Town Manager or his designee and approved by the Town Council stating that the default has been cured and recorded shall remove this restriction;

C. A demand that the security for the completion of the Public Improvements associated with the default be paid or honored; no additional development plans may be submitted within the Property; and/or any other remedy available at law.

F. Red tag to halt work on any improvements currently under construction.

G. An action for breach of contract including the remedy of specific performance.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph during which thirty-day period the Developer may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the Eagle County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon the Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

21. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld. In the event the Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

22. Indemnification. Subject to the terms set forth herein, The Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the subdivision of the Property and construction of the Public Improvements This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town for any of the approvals described herein. The Parties intend not to duplicate any legal services or other costs associated with the defense of any claims against either Party described in this section. Therefore, the Parties agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.

23. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

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

25. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties and is the total integrated agreement between the parties.

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

27. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of Minturn Municipal Code and Ordinances and the laws of the State of Colorado, and that the Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

28. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

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

30. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

32. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing Party shall be entitled to, and the failing Party shall pay, all reasonable attorney's'fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

33. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the Party it represents to the terms and conditions hereof.

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

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

Notice to Town:	Town of Minturn P. O. Box 309 Minturn, CO 81645 manager@minturn.org
With copy to:	Michael J. Sawyer Karp Neu Hanlon, P.C. P. O. Drawer 2030 Glenwood Springs, CO 81602 mjs@mountainlawfirm.com
Notice to Developer:	Midtown Lofts, LLC Jeff Armistead P.O. Box 955 Minturn, CO 81645 jafamilyman@gmail.com
With copy to:	_____ _____ _____

35. Gender. Whenever the context shall require, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

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

37. Execution, No Guarantee. The execution of this PUD Agreement by the Town Councilof Minturn in no way represents that the Town will accept the public Improvements set forth in the Final Plat, Construction Plans or Landscape Plans for title or maintenance purposes until said Improvements have been completed in strict compliance with Town standards,

rules, and regulations.

38. Preservation of Other Remedies. The rights and remedies of the Town provided inthis PUD Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. Developer, in developing the property contained within the Final Plat and the other Improvements herein described, shall fully comply with all applicable rules, regulations, standards,and laws of the Town and other governmental agencies, and bodies having jurisdiction.

39. Section Headings. The section headings are inserted herein only for convenience of reference and in no way shall they define, limit, or describe the scope or intent of any provisionsof this PUD Agreement.

40. Entire Agreement. This PUD Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the Parties. The provisions of this PUD Agreement maybe amended at any time by the mutual consent of both Parties. The Parties shall not be bound by any other agreements, either written or oral, except as set forth in this PUD Agreement.

41. Final Plat Approval. It shall be a condition precedent to the effectiveness of this PUD Agreement that the Final Plat is approved for recordation by the Town Council. In the event suchapproval does not occur, this PUD Agreement shall have no force or effect.

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

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF MINTURN, COLORADO

By: _____
Mayor

ATTEST:

_____
Jay Brunvand, Clerk

DEVELOPER – MIDTOWN LOFTS, LLC

By: _____

_____ , Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 20__, by _____ as Manager of _____, LLC.

WITNESS my hand and official seal.

My Commission expires: _____.

_____
Notary Public

Exhibit A
Legal Description

Property located in the Town of Minturn, Eagle County:

Exhibit B
Resident Occupied Restrictive Covenant

Exhibit C
Resident Occupied Price Cap Restrictive Covenant

Exhibit D
Transfer Assessment Covenant

Exhibit E
Construction Plans

Exhibit F
Landscape Plan

Exhibit G
Engineer's Cost Estimate of Public Improvements

Exhibit H
Form of Declaration of Covenants

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIDTOWN VILLAGE

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIDTOWN VILLAGE (the "Declaration") is made and entered into as of this _____ day of _____, 2026, by MIDTOWN LOFTS LLC, a Colorado limited liability company (the "Declarant").

RECITALS

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

B. Declarant desires to create a planned community under the terms of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq. and any amendments or modifications of that Act (hereinafter called "CCIOA" or the "Act") on the real estate described in Exhibit A, under the name "Midtown Village." The Declarant hereby declares that all of the Property, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all of which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof; their heirs, successors, and assigns.

C. Declarant has caused Midtown Village Association, Inc., a Colorado nonprofit corporation, to be incorporated under the laws of the State of Colorado, as an owners' association, for the purpose of exercising the functions set forth herein.

ARTICLE 1. SUBMISSION/NAMES/DEFINED TERMS

Section 1.1 Submission of Property. Declarant hereby submits the real estate described in Exhibit A, together with and subject to all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property"), to the provisions of the Act, as it may be amended from time to time, and to the terms and conditions of this Declaration. In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. Declarant hereby declares that all the Property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. Notwithstanding the foregoing and/or anything contained in this Declaration to the contrary, no property owned by the Town of Minturn shall be subject to this Declaration, and the same shall hereby be exempt and excluded from the purview of this Declaration. Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of

the Property, that this Declaration shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof.

Section 1.2 Name and Type. The type of common interest Property created hereunder is a planned community as defined in the Act. The name of the Property is "Midtown Village." The name of the Association is "Midtown Village Association, Inc."

Section 1.3 Defined Terms. Each capitalized term in this Declaration or on the Plat shall have the meaning specified in the Act or as used in the Act, unless otherwise defined in this Declaration or as context requires otherwise:

(a) "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq., as it may be amended.

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

(c) "Articles of Incorporation" shall mean the Articles of Incorporation of Midtown Village Association, Inc., as filed with the Colorado Secretary of State, as may be amended from time to time.

(d) "Assessment" shall include all Common Expense Assessments, Special Assessments, Individual Purpose Assessments, and any other expense levied to a Lot or Unit pursuant to this Declaration or the Act, including but not limited to interest, late fees, attorney fees, fines, and costs.

(e) "Association" shall mean and refer to Midtown Village Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

(f) "Board" or "Board of Directors" shall mean the body designated in the Governing Documents to act on behalf of the Association.

(g) "Bylaws" shall mean the Bylaws of Midtown Village Association, Inc., as may be amended from time to time.

(h) "Common Elements" means all the Property as labeled on the Plat, except the Lots, Units, and Future Development Parcel, which the Association owns for the common use and enjoyment of the Owners on a non-exclusive basis as provided below. The Common Elements include any unimproved land surrounding the Lots, the easements benefiting the Property as granted in this Declaration or the Plat, the water, sewer and other utility or communication lines and facilities serving the Property which are not owned by any public entity, and any portion of

the Common Elements shall also include Limited Common Elements, which are exclusively reserved for use by fewer than all Owners, or as otherwise provided in this Declaration.

The Common Elements shall not include any portion of the Property dedicated to the public pursuant and maintained privately to this Declaration or the Plat, including, without limitation, roads, recreation areas, parking areas, trails and trail access areas.

The Main Access Road is a Common Element.

Parking areas are either a Common Element or Limited Common Element.

(i) "Common Expense Assessment" shall mean an Assessment levied against the Lots or Units in the Association to fund the Common Expenses.

(j) "Common Expense Liability" shall mean the liability for Common Expenses allocated to each Lot or Unit as set forth in Article 5 of this Declaration.

(k) "Common Expenses" shall mean any and all of the Association's costs, expenses and liabilities including, without limitation, costs, expenses and liabilities incurred for (i) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Elements; (ii) providing facilities, services and other benefits to Owners and their Guests who re any temporary, non-permanent visitor authorized by an Owner; (iii) administering and enforcing the covenants, conditions, restrictions, reservations and easements created in the Governing Documents; (iv) levying, collecting and enforcing the Assessments; (v) regulating and managing the Project; (vi) operating the Association; (vii) utilities not separately metered and billed directly to Unit Owners; other expenses declared to be Common Expenses pursuant to the Governing Documents or the Act, and expenses agreed upon as Common Expenses by the Association; and reserves for any such costs, expenses and liability.

(l) "Declarant" shall mean Midtown Lofts LLC, a Colorado limited liability company, its agents, employees, contractors, successors and assigns to whom it expressly transfers all or any part of its rights as Declarant hereunder, in compliance with C.R.S. § 38-33.3-304. The Declarant hereby reserves any and all "special declarant rights" and "development rights" as created or set forth in CCIOA and any other rights as set forth herein. Any such rights shall apply to the Property and Future Development Parcels (as defined below) for twenty (20) years from the date of recording this Declaration.

(m) "Declarant Control Period" means the period of time described in Section 4.2, subject to the limitations set forth in this Declaration or in the Act.

(n) "Design Guidelines" shall mean a manual of design guidelines for the Property, or other design or architectural guidelines, to interpret and/or implement any provisions of Article 6 of this Declaration, specifically, and this Declaration in general, as more fully provided for in Section 6.3 of this Declaration.

(o) "Development Rights" means those rights reserved by the Declarant in Article 11.

(p) "Future Development Parcels" means the property more particularly described on the Plat as Tracts C, D, and E which the Declarant may subject to this Declaration by one or more duly recorded supplemental declarations and, if necessary, supplemental plats, and convert into additional Lots or Units and contemplate future development rights as created or set forth in CCIOA.

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

(r) "Improvements" shall mean and refer to all structures and any appurtenances thereto or components thereof of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, painting or other finish material of any exterior surfaces of any visible structure, additions, walkways, garages, carports, driveways, parking areas, concrete, paving, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, solar equipment, satellite dishes, and exterior air conditioning and water softener fixtures. "Improvements" shall also mean an excavation or fill, the volume of which exceeds two cubic yards, and any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or Unit, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot or Unit.

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

(t) "Limited Common Elements" means a portion of the Common Elements allocated by the Declaration or Plat, or by operation of C.R.S. § 38-33.3-202(1)(b) or (1)(d), for the exclusive use of one or more, but fewer than all, of the Units. To the extent multi-units are developed, this definition may be expanded to specify portions of the Property or a building that have Limited Common Elements.

(u) "Lot" shall mean and refer to any portion of the Property depicted on the Plat, which may be independently owned, whether improved or unimproved. A building containing one or more independently owned Units may be constructed on a Lot. An unimproved Lot on which no building has been constructed is synonymous with “unit” as defined in the Act. of the lots shown on any recorded Plat of the Property, together with all appurtenances thereto and improvements now or hereafter thereon. The boundaries of any Lot may be relocated pursuant to C.R.S. § 38-33.3-212. The boundaries of the Lots shall be shown on any recorded Plat of the Property which shall be incorporated herein by this reference. The number of Lots to be developed on the Property

is forty-two (42). Declarant reserves the right for itself and any Successor Declarant to expand the Future Development Parcels referred to as Tracts C, D, and E on the Plat and additional Lots.

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

(w) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot or Unit which is a part of the Property but excluding those having such interest merely as security for the performance of an obligation. This term shall have the same meaning as "unit owner" under the CCIOA.

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

(y) "Plat" shall mean and refer to the map(s) and/or plat(s) of the Property recorded in the records of the Office of the Clerk and Recorder of Eagle County, Colorado at Reception No. _____. More than one Plat or supplement thereto may be recorded, and, if so, then the term "Plat" shall collectively mean and refer to all of such maps, plats and supplements thereto.

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

(aa) "Special Assessment" shall mean a Special Assessment levied by the Association from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund.

(bb) "Unit" means a physical portion of the Property which is designated for separate ownership or occupancy and the boundaries of which are described in this Declaration or depicted on the Plat. The term shall refer to the land, if any, which is part of the Unit as well as any Improvements thereon. Each dwelling in a multi-dwelling building shall be a separate Unit.

ARTICLE 2. PROPERTY RIGHTS IN THE COMMON ELEMENTS/EASEMENTS

Section 2.1 Easement for Encroachments. Each Lot or Unit and the property included in the Common Elements shall be subject to an easement for encroachments created by the original construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 2.2 Blanket Easements.

(a) Maintenance Easement. An easement is hereby granted to the Association, and any of its duly authorized agents, contractors or consultants, to enter in or to cross over the Common

Elements, any Lot or Unit, to perform the duties of operation, installation, maintenance, repair and replacement of the Common Elements and any Lot or Unit as provided for in this Declaration.

(b) Utility Easement. A blanket easement is granted to the Association, and any of its duly authorized agents, contractors or consultants, upon, across, over and under the Common Elements and all of the Lots or Units for ingress, egress, installation, replacing, repairing and maintaining any utilities, including but not limited to water, including potable and/or non-potable water systems, sewer, gas, telephone, electricity, and cable, to the extent the Association is responsible for such utilities. Notwithstanding anything to the contrary contained in this paragraph, after the installation of the initial utilities on the Common Elements and the Lots or Units, no sewers, electrical lines, water lines or other utilities may thereafter be installed or relocated on the Common Elements or the Lots or Units except as approved by the Board of Directors. The easements provided for in this paragraph shall in no way affect any other prior recorded easements on the premises.

Section 2.3 Access. For the purpose of performing any of the functions or obligations required or permitted by this Declaration, and for performing inspections related thereto, the Association, through its duly authorized agents, contractors or consultants, shall have the right, after reasonable notice to the Owner or occupants thereof, and during regular business hours, to enter upon the exterior portions of any Lot or Unit and such entry shall not be deemed a trespass. In emergency situations, the Association, and any of its duly authorized agents, contractors or consultants, may enter without notice at any time, but the Owner or other occupants thereof shall be notified as soon as reasonably possible thereafter. In performing any of the functions or obligations required or permitted by this Declaration, including but not limited to ingress, egress, repairs or maintenance authorized under this Declaration, the Association shall not be liable for any loss, cost or damage caused by its actions, except on account of its willful misconduct.

Section 2.4 Mechanic's Liens. No labor performed and/or materials furnished for use and incorporated into any Lot or Unit with the consent or at the request of the Owner thereof or an agent, contractor, or subcontractor of such Owner shall be the basis for the filing of a lien against a Lot or Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Lot or Unit of any other Owner, and/or the Common Elements, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Lot or Unit as applicable. The Association may pay any sums necessary to eliminate any lien filed against Common Elements not benefitting from the labor and/or materials furnished, and all sums paid shall be an Assessment against the Lot or Unit of the Owner or Owners for whom the labor and/or materials were furnished.

Section 2.5 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements, and such easement shall be appurtenant to and shall pass with the title to every Lot or Unit, subject to the following provisions:

(a) The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations contained in this Declaration;

(b) The right of the Association to adopt Rules and Regulations governing the use of the Common Elements and the Lots or Units;

(c) The right of the Association to borrow money for the purpose of maintaining or improving the Common Elements, and for other such purposes deemed appropriate or necessary by the Board of Directors to fulfill the Association's obligations, duties or authority as set forth in the Governing Documents;

(d) The right of the Association, upon approval of Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots or Units not owned by the Declarant, to mortgage the Common Elements, if any, as security for any loan or liability incurred by the Association, provided that the rights of such mortgagee shall be subordinate to the rights of the Owners;

(e) The right of the Association to assign its right to future income, including the right to assign its right to receive Assessments;

(f) The right, power and authority of the Association to grant any easement, right-of-way, license, lease, or similar interest through, over or in the Common Elements;

(g) The right of the Association to transfer or convey ownership of the Common Elements, or any portion thereof, subject to the prior approval of Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots or Units not owned by the Declarant;

(h) The right of the Association to close portions of the Common Elements for maintenance, repair, replacement and improvement;

(i) The right of the Association to change the use of, and/or to add or remove improvements to or from the Common Elements; and

(j) The right of the Association to provide trash removal service to all or any portion of the Property, in which case, the Owners of any Lots or Units for which trash service is provided shall be required to use such trash service provided by the Association and shall not be entitled to engage his or her own trash removal service.

Section 2.6 Delegation of Use. An Owner may delegate, in accordance with the Governing Documents, his right of enjoyment to the Common Elements to the members of his family, his tenants, or others who reside on the Owner's Lot or Unit. If an Owner delegates such rights to use

the Common Elements to tenants or others who reside on the Owner's Lot or Unit, the Owner shall not be entitled to use the Common Elements.

Section 2.7 Future Development and Views. Owners acknowledge that existing views, if any, of the immediate and surrounding areas and mountains may be subject to change or elimination as a result of future development of residential and non-residential uses, road construction, tree growth and landscaping. Neither the Declarant nor the Association guarantees or represents that any view over and across the Lots or Units and/or Lots or Units or other Improvements, or that any open space, will be preserved without impairment, nor is there any obligation to relocate, prune, or thin trees or other landscaping. The Declarant has the right to add Improvements, including but not limited to trees, walls, fences, berms, structures, signs, lighting, water features and landscaping, from time to time, without regard to any view impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Neither the Declarant nor the Association assumes any responsibility for any representation or promise made by any other party, including but not limited to any Builder, sales counselor, independent broker or other agent or employee of a homebuilder, with regard to views. Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses, may change over time. Such development may entail changes to or alterations in the access to the Property, views of or from the Property, the Lots or Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Lot or Unit, each Owner accepts title to such Lot or Unit subject to the foregoing and waives and releases any claim against the Declarant and the Association arising out of or associated with any of the foregoing.

ARTICLE 3. THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Association. The Midtown Village Association, Inc. shall operate as a Colorado nonprofit corporation pursuant to its Articles of Incorporation and Bylaws, which may include, without limitation, provisions for the indemnification of officers and directors.

Section 3.2 Membership. Every Owner of a Lot or Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit. If additional Lots or Units are added to the Association, membership shall automatically be expanded.

(a) One Vote per Lot or Unit. There shall be only one membership per Lot or Unit. If a Lot or Unit is owned by more than one Person, all co-owners shall share the privileges of such membership. Cumulative voting is prohibited except for Board member elections. All such co-owners shall be jointly and severally obligated to perform the responsibilities of Owner.

(b) Natural Person. The membership rights and privileges of an Owner who is a natural person may be exercised by the Member or the Member's spouse.

(c) Legal Entity. The membership rights of an Owner which is a corporation, partnership, or other legal entity may be exercised by any individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Board.

(d) Right to Vote. Members shall have the right to cast votes on all matters to be voted on by the members, as provided in the Association's Articles of Incorporation and Bylaws.

Section 3.3 Classes of Membership. The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A." The Class "A" Members shall be all Owners of Lots or Units, except Class "B" Members.

(b) Class "B." The Class "B" Member shall be the Declarant.

Section 3.4 Voting Rights.

(a) Class "A" Members shall have one equal vote for each Lot in which they hold the interest required for membership;

(b) Class "B" Member shall be entitled to fifty-one percent (51%) of the voting rights in the Association.

Section 3.5 Duration of Class B. The Class "B" membership shall cease and be converted to Class "A" membership upon the earlier of the following:

(a) No later than sixty (60) days after 75% of the Lots or Units permitted under the Development Plan filed with Eagle County have been conveyed by Declarant to Owners, and certificates of occupancy have been issued for residences constructed thereon or other provisions of C.R.S. § 38-33.3-303(5)(a) govern the Class “B” membership;

(b) Ten years from the date of the recording of this Declaration; provided that the 10-year period for conversion shall be extended an additional five years unless a majority of the Voting Members representing Class "A" Members at a special meeting held for such purpose at least 30 days, but not more than 90 days, prior to expiration of the 10-year period, vote not to extend the 5-year period; or

(c) When, in its discretion, the Declarant so determines.

Section 3.6 Conversion of Class "B" Membership. From and after the conversion of the Class "B" membership, the Class "B" member shall be deemed to be a Class "A" member entitled to one vote for each Lot or Unit in which it holds the interest required for membership hereunder. Notwithstanding the above provision, the Declarant shall have the right to disapprove of the actions of the Board and committees as provided in the Bylaws.

Section 3.7 Transition to the Association. In the event Class "B" membership has not terminated when more than 75% of the Lots or Units permitted under the Development Plan filed with Eagle County have been conveyed by Declarant, the Board shall form a "Transitional Advisory Committee."

Section 3.8 Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot or Unit owned by a Class "A" Member shall be exercised by Voting Members, as described in this Declaration, the Articles, and the Bylaws. In any situation in which a Member is entitled personally to exercise the vote for his or her Lot or Unit and there is more than one Owner of a particular Lot or Unit, the vote for such Lot or Unit shall be exercised as such co-owners determine among themselves and advise the Secretary of the Board in writing prior to any meeting. Absent such advice, the Lot or Unit's vote shall be suspended if more than one Person seeks to exercise it.

Section 3.9 Managing Agent. The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three (3) years and shall be subject to cancellation by the Association on thirty (30) days' notice, with cause, and without a cancellation fee. The Association shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Association.

Section 3.10 Right to Notice. Notice of matters affecting the Property shall be given by the Association or through access to Association records, as further provided in the Bylaws or as otherwise provided by the Board of Directors.

Section 3.11 Indemnification. To the full extent permitted by law, each officer, director and committee member of the Association, as well as each volunteer whose activities on behalf of the Association have been approved or directed by the Association, shall be and hereby are indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred; except in such cases wherein such officer, director, committee member or volunteer is adjudged guilty of breaching his or her duties.

Section 3.12 Security Disclaimer. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property. Notwithstanding, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not required to provide safety or security services and shall have no duty to provide any specific level or standard of safety or security in the Property. Furthermore, the Association does not guarantee that non-residents will

not gain access to the Property and commit criminal acts in the Property, nor does the Association guarantee that criminal acts in the Property will not be committed by residents. Regardless of any measures or actions the Association may, but is under no obligation to, take related to safety, it shall be the responsibility of each Owner, at all times, to protect his or her person and property and all responsibility to provide such safety and/or security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide safety or security or the ineffectiveness of measures taken.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Authority of the Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except as otherwise provided in the Governing Documents, Bylaws or Articles, the Board of Directors may act in all instances on behalf of the Association.

Section 4.2 Termination of the Period of Declarant Control. The termination of the Period of Declarant Control must occur within the requirements of C.R.S. §38-33.3-303(5)(a). After the earliest of these requirements occur, the Declarant shall call a meeting for the purpose of turning over administration responsibilities to the Board.

ARTICLE 5. COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 5.1 Allocated Interests. The Common Expense Liability in the Association allocated to each Lot or Unit are set as follows:

(a) Unless otherwise provided in this Declaration, the Common Expense Liability allocated to each Lot or Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots or Units in the Property from time to time.

(b) If any Lots or Units are added or withdrawn from the Association then the formula shall be adjusted to account for those Lots or Units added or withdrawn.

Section 5.2 Creation of Lien and Personal Obligation to Pay Assessments. Each Lot or Unit Owner, by acceptance of a deed for a Lot or Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, and such other Assessments as imposed by the Association.

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

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

(c) All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association is not properly exercising their duties and powers under this Declaration. Except as provided in this Declaration, all Assessments shall be assessed against all Lots or Units based on the Common Expense Liability allocated to each applicable Lot or Unit, as set forth in this Declaration.

Section 5.3 Basis for Common Expense Assessments. The Common Expense Assessment may be made on an annual basis against all Lots or Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. Unless otherwise provided herein, Common Expense Assessments shall be apportioned among the Lots or Units in accordance with the Common Expense Liability allocated to each Lot or Unit as set forth herein. At the earlier of such time as the issuance of a temporary certificate of occupancy or a final certificate of occupancy for a Lot or Unit, such Lot or Unit shall thereafter be subject to Assessments as fully set forth herein.

Section 5.4 Annual Assessment. The budget for annual Common Expense Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by Owners representing at least sixty-seven percent (67%) of the total Association vote. In the event the budget for annual Common Expense Assessments is vetoed as provided herein, the budget for annual Common Expense Assessments last proposed by the Board and not vetoed by the Owners shall be continued until a subsequent budget for annual Common Expense Assessments proposed by the Board is not vetoed by the Owners. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy a Common Expense Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 5.5 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted

expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. A proposed Special Assessment will be ratified unless Owners representing more than sixty-seven percent (67%) of the total votes in the Association vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the subject services or materials.

Section 5.6 Individual Purpose Assessments. The Association shall have the right to add to any Owner's Assessment as an Individual Purpose Assessment, without the need of going through the budget ratification process as provided for herein, the following:

(a) Those amounts expended by the Association for the benefit of any individual Lot or Unit or any occupant thereof, including but not limited to: trash removal services provided through the Association; improvement, repair, replacement and maintenance specific to a Lot or Unit; improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;

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

(c) Any extraordinary insurance costs incurred as a result of the value of a particular Owner's Lot or Unit or the actions of an Owner (or his agents, guests, licensees, invitees or lessees);

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

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

Section 5.7 Application of Payments. All payments received on an account of any Owner or the Owner's Lot or Unit shall be applied in accordance with C.R.S. § 38-33.3-316.3(4).

Section 5.8 Effect of Non-Payment of Assessments.

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

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

(c) Further, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.

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

Section 5.9 Lien Priority. The lien of the Association under this Article is prior to all other liens and encumbrances on a Lot or Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on a Lot or Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot or Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Lot or Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien. Sale or transfer of any Lot or Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot or Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot or Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

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

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

ARTICLE 6. ARCHITECTURAL REVIEW

Section 6.1 Composition of the Architectural Review Committee and Appointment. The "Architectural Review Committee" is a standing committee appointed by the Board of Directors to evaluate, approve, or deny homeowner exterior modifications. The ARC will consist of three (3) or more natural persons, or a separate entity such as an architectural firm or affiliate of the Declarant. If no Architectural Review Committee is appointed, the Board of Directors shall act as the Architectural Review Committee. The power to "appoint" the Architectural Review Committee, as provided herein, shall include without limitation the power to: constitute the initial membership of the Architectural Review Committee; appoint member(s) to the Architectural Review Committee on the occurrence of a vacancy therein, for whatever reason; and remove any member of the Architectural Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time at the discretion of the Board of Directors. In no event shall the Declarant's control of the Architectural Review Committee exceed the Declarant Control Period.

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

(a) No Improvement may be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Lot or Unit, unless the Improvement is in full compliance with all provisions of the Governing Documents. Prior to constructing, erecting, placing, altering, planting, applying, installing or modifying an Improvement upon any Lot or Unit, the Owner of the Lot or Unit or the Board of Directors must submit plans and specifications for the proposed Improvement to the Architectural Review Committee for review and consideration, and then receive approval in writing from the Architectural Review Committee, all in accordance with the Design Guidelines and/or Rules and Regulations.

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

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

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

Section 6.4 Procedures. The Architectural Review Committee will review and approve in writing (which may be with conditions and/or requirements), or disapprove, each request for architectural approval within thirty (30) days after the complete submission to the Architectural Review Committee of the plans and specifications and other materials and information which the Architectural Review Committee may require in conjunction therewith in accordance with the design review procedures set forth in the Design Guidelines. If the Architectural Review Committee fails to review and approve in writing (which may be with conditions and/or requirements), or disapprove, a request for architectural approval within thirty (30) days after the complete submission of the plans and specifications and other information requested with respect thereto, such request shall be appealed to the Board of Directors as set forth in Section 6.5 below.

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

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

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

Section 6.8 Variances. The Architectural Review Committee, in its sole discretion, may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration or the Design Guidelines.

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

Section 6.10 Liability. Neither the Declarant, the Association, the Board of Directors, the Architectural Review Committee, nor any agent, representative, affiliate, designee, consultant or contractor of any the same (collectively, the "Released Parties") are liable or shall be liable to any Person by reason of any action, including but not limited to failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with applicable law or compliance with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the Architectural Review Committee will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to applicable law or complies with any other standards or regulations, and will not constitute a warranty by the Released Parties to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicant's intended use. The Released Parties shall not be held liable for matters related to their decisions

including, but not limited to soil conditions, ground water, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not any of the Released Parties have approved or featured such contractor as a builder in the Property; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot or Unit. In all matters, the Released Parties shall be defended and indemnified by the Association as provided in Section 3.11 of this Declaration. The Architectural Review Committee will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No Person is a third-party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The Released Parties shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Released Parties have no personal liability with respect to any contract or other commitment made or action taken on behalf of the Released Parties.

Section 6.11 Builder's Exemption. Notwithstanding anything to the contrary, as long as, and to the extent that, a Builder has received written architectural approval from the Declarant, such Builder shall, as to Declarant-approved Improvements, be exempt from this Article and all provisions of this Declaration that require Architectural Review Committee review and/or approval. Any subsequent alterations of any Declarant-approved Improvements must be approved by the Architectural Review Committee.

ARTICLE 7. MAINTENANCE AND SERVICE RESPONSIBILITIES

Section 7.1 Association Maintenance and Service Responsibilities. The Association shall maintain, repair, replace, and keep in good repair in a workmanlike manner as a Common Expense the Common Elements and all Improvements thereon. Without limiting the generality of the foregoing, the Association shall keep clean, maintain, repair, or replace the landscaping, Common Element parking areas, sidewalks, and the Improvements related thereto. Additionally, the Association shall be responsible for all snow removal.

The Association shall maintain, repair and replace exterior surfaces of Multi-unit buildings, including siding and roofs.

Section 7.2 Owner's Maintenance Responsibility. Unless otherwise provided, the maintenance, repair and replacement of each Lot or Unit and the Improvements thereon shall be

performed by the Owner thereof at such Owner's sole cost and expense. Each Lot or Unit shall be maintained in a clean, sightly and wholesome condition.

Section 7.3 Inspection, Repair and Replacement of Designated Owner or Association Maintenance Components. In the event any Owner shall fail to perform the maintenance, repair and/or reconstruction obligations in a manner satisfactory to the Association, the Association may, if said failure continues for a thirty (30) day period after written notice from the Association to said Owner, enter upon said Lot or Unit subsequent to the expiration of said thirty (30) day time period to perform any or all of such maintenance, repair or reconstruction, the cost of which shall be the obligation of the Owner. The Board of Directors may extend the time period set forth in this Section, in its sole discretion, if completion of the maintenance, repair or reconstruction within the timeframe provided herein is unreasonable or impracticable given the circumstances in any particular instance. Notwithstanding the above, if an Owner's failure to perform its maintenance, repair and/or reconstruction obligations poses an immediate threat to persons or property or creates an emergency situation such that providing thirty (30) days' notice is impossible or impracticable, the Association may immediately perform any or all of such maintenance, repair or reconstruction as necessary, the cost of which shall be the obligation of the Owner. In any such emergency situation, the Owner of the affected Lot or Unit shall be notified as soon as reasonably possible. If the work done by the Association was otherwise the obligation of the Owner of the Lot or Unit, such costs shall be added to and become a part of the Assessment to which such Owner is subject, as an Individual Purpose Assessment, shall become a lien against the Lot or Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

Section 7.4 Owner's Negligence. If the Board determines that the need for maintenance or repair of any portion of the Common Elements, any Lot or Unit or otherwise is a Common Expense and is caused through the willful or negligent act of any Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Lot or Unit, which shall become a lien against the Lot or Unit, and shall be collected as an Individual Purpose Assessment and as provided in this Declaration for the collection of Assessments.

ARTICLE 8. INSURANCE

Section 8.1 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth in this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. All insurance purchased by the Association shall be purchased from companies with ratings of "A" or better, to the extent that insurance is available at reasonable cost to the Association through such companies.

Section 8.2 Real Property Insurance on the Common Elements.

(a) The Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable improvements located on the Common Elements, as more fully provided herein, and the other property of the Association.

(b) All policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and their successors and assigns, which shall provide that the loss, if any, thereunder shall be payable to the Association for the use and benefit of such first mortgagee, and their successors and assigns, as their interests may appear of record in the records of the Office of the Clerk and Recorder of Eagle County, Colorado.

(c) The Association may also obtain any additional endorsements which it deems advisable and in the best interests of the Property from the Board of Directors.

(d) The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall at all times represent one hundred percent (100%) of the replacement value of all facilities in the Common Elements, including machinery and equipment that are part of the Common Elements, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions as permitted under this Article.

(e) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

(f) The Association shall obtain property damage insurance in accordance with C.R.S. § 38-33.3-313(2) to maintain any buildings containing Lots or Units with horizontal boundaries.

Section 8.3 Liability Insurance. The Association shall obtain a comprehensive policy of public liability and property damage liability insurance covering the Common Elements in such limits as the Board may from time to time determine, but not in any amount less than a combined single limit of $1,000,000.00, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Common Elements.

Section 8.4 Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the part of its officers, directors, agents, trustees, volunteers and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity insurance shall be in an amount at least covering the Association's reserves plus three months' worth of Assessments.

Section 8.5 Workers Compensation. The Association shall obtain and maintain workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in forms now or hereafter required by law.

Section 8.6 Director and Officer Liability Insurance. The Association shall purchase directors' and officers' insurance in an amount reasonably necessary to protect the directors and officers. Such insurance should include coverage for claims brought seeking both monetary and/or non-monetary damages.

Section 8.7 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 8.8 Miscellaneous Terms Governing Insurance Carried by the Association. The Association shall maintain, to the extent reasonably available, feasible and necessary, policies with the following terms or provisions:

(a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days prior written notice to all of the Owners, holders of first mortgages on any of the Lots or Units and the Association.

(d) If requested, certificates of insurance and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of first mortgages on the Lots or Units at least ten (10) days prior to expiration of the then current policies.

(e) All liability insurance shall be carried in blanket form naming the Association, and the manager or managing agent, if any, of the Association as insured.

(f) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(g) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any

such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 8.9 Insurance Obtained by Owners. Unless otherwise provided, each Owner shall be responsible for maintaining insurance with sufficient limits to cover his Lot or Unit and all Improvements thereon. Such insurance shall include, but may not be limited to, furnishings and personal or other property in or on the Lot or Unit and liability insurance for injury, death or damage in or upon the Lot or Unit. Any such policy shall contain waivers of subrogation and shall be written so that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

Section 8.10 Insurance Premium. Insurance premiums for insurance carried by the Association shall be a Common Expense to be included as a part of the annual Common Expense Assessment levied by the Association.

Section 8.11 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage.

Section 8.12 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Owners, the Association and the Owners hereby waive and release all claims against one another and the Board of Directors, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by these persons.

Section 8.13 Adjustments by the Association. Any loss covered by an insurance policy carried by the Association shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association, and not to any holder of a mortgage on any Lot or Unit. The Association shall hold any insurance proceeds in trust for the Association, Owners and such mortgagees as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association, Owners and mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored. If the insurance proceeds are insufficient to cover the cost of repair or reconstruction, the Association may levy a Special Assessment to cover the shortfall (or deductible) pursuant to this Declaration.

Section 8.14 Duty to Repair. Any portion of the Common Elements for which insurance is required to be carried by the Association under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association.

Section 8.15 Condemnation and Casualty Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the

distribution shall be to the parties as their interests and rights are determined or allocated by record or as set forth in the Act.

Section 8.16 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

(a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Elements, unless the damage is the liability of an Owner, his family, guests, or invitees, as set forth in this Declaration. The Owner shall then be responsible for such deductible amount, and the Association shall seek reimbursement of the deductible amount, which in the case of an Owner, shall be collected as an Individual Purpose Assessment in compliance with and under the terms of this Declaration.

(b) The Owner shall pay or absorb the deductible for any loss to a Lot or Unit unless the loss is caused by the negligent or willful act or omission of the Association, another Owner, another Owner's family, guests or invitees, in which case the Association shall pay the deductible pursuant to this Section. The Association may but shall not be obligated to seek the deductible from such Owner which shall be collected on behalf of the Owner suffering the loss as an Individual Purpose Assessment of the other Owner, as provided in this Declaration for the collection of Assessments.

Section 8.17 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. Notwithstanding the budget ratification procedure set forth in this Declaration, the insurance Assessment shall be ratified unless vetoed by Members holding at least sixty-seven percent (67%) of the total votes entitled to be cast in the Association pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

Section 8.18 Association as Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to this Article upon their damage or destruction as provided in this Declaration, or a complete or partial taking or condemnation as provided in this Declaration. Acceptance by a grantee of a deed or other instrument of conveyance conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact per this Declaration. Furthermore, if so requested, the Owner shall execute a separate instrument specifically setting forth this appointment.

ARTICLE 9. USE RESTRICTIONS

Section 9.1 Application of the Subsequent Covenants and Restrictions. Except as otherwise provided in this Declaration, all Lots or Units within the Property shall be held, used and enjoyed subject to the following limitations and restrictions.

Section 9.2 Authority. All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot or Unit, acknowledge that they have been given notice, and that:

(a) The ability of Owners to use their Lots or Units may be limited by the provisions in the Governing Documents.

(b) The Board may, from time to time, interpret or clarify words, phrases and terms used in this Declaration and other Governing Documents.

(c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.

(d) All fines imposed are collectable as Assessments.

Section 9.3 Nuisances. No nuisance shall be permitted within the Property, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or Unit, the Common Elements or any portion of the Property by residents.

Section 9.4 Use of Common Elements. There shall be no obstruction of any Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Elements without the prior written approval of the Board of Directors.

Section 9.5 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Property which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Property which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Property except with the prior written approval of the Architectural Review Committee, or as set forth in the Rules and Regulations, which may limit the hours of operation of light and/or sound devices.

Section 9.6 No Hazardous Activities. No activity shall be conducted on, and no Improvement shall be constructed on any Property within the Property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no

firearms shall be discharged upon any Property within the Property. No open fires shall be lighted or permitted on any Property within the Property except in a contained barbeque while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner or Owners shall permit any condition on his Lot or Unit which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 9.7 Maintenance of Grade and Drainage. The grading upon each Lot or Unit shall be maintained by the Owner thereof formed for any portion of the Property which is responsible for the maintenance of the grading on such Lot or Unit at the slope and pitch fixed by the final grading thereof. No Owner shall interfere in any way with the established drainage pattern over any real property maintained by the same, from adjoining or other real property. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading on the Lot or Unit is completed by the builder of the structure(s) on the Lot or Unit in accordance with the Property's lot grading plan as approved by Eagle County or the Town of Minturn. Any Owner who changes the established drainage on his or her Lot or Unit, as applicable, may void warranties applicable to affected components of the structure(s) on the Lot or Unit or property and shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes. Each Owner shall hold harmless the Association for any and all damage to any party caused by any change to the established drainage on the Owner's Lot or Unit as applicable.

Section 9.8 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan of the Property, Rules and Regulations concerning and governing the Property, or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 9.9 Use of the Words "Midtown" and "Midtown Village Association." No resident or Owner shall use the words "Midtown Village" or "Midtown Village Association, Inc." or the logo of the Property or the Association, if any, or any derivative thereof, in connection with any goods, materials or services without the prior written consent of the Association.

ARTICLE 10. DISPUTE RESOLUTION PROCEDURES

Section 10.1 Definitions Applicable to this Article 10. For purposes of this Article 10 only, the following terms have the meanings set forth in this Section 10.1:

(a) "Dispute Resolution Group" means any other Person agreed to by the Claimant and Respondent in writing for the purpose of performing dispute resolution under this Declaration with a minimum of ten (10) years' experience in the subject matter of the dispute.

(b) "Bound Party" means each of the Persons subject to this Declaration and any Person not otherwise subject to this Declaration who agrees to submit to this Article 10. Notwithstanding the foregoing, "Bound Party" does not include any of the parties identified in this subsection (b) if

such parties have jointly entered into a separate written agreement providing for dispute resolution applicable to the Claim; in such circumstance, the dispute resolution mechanism set forth in such separate written agreement between such parties shall apply with respect to such Claim unless the parties mutually agree to submit such Claim to the provisions of this Article 10.

(c) "Claimant" means any Bound Party having a Claim.

(d) "Claim" means, except as exempted by the terms of this Article 10, (i) any claim, grievance or dispute between one Bound Party and another, regardless of how the same may have arisen or on what it might be based, including those arising out of or related to the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations and duties of any Bound Party under any of the Governing Documents; or (ii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party.

(e) "Notice" means the written notification given by a Claimant to a Respondent and which shall comply with the requirements of subsection 10.5(a).

(f) "Party" means the Claimant and the Respondent individually; "Parties" means the Claimant and the Respondent collectively.

(g) "Respondent" means any Bound Party against whom a Claimant asserts a Claim.

(h) "Termination of Mediation" means a period of time expiring thirty (30) days after submission of the matter to mediation (or within such other time as determined by the mediator or agreed to by the Parties) and upon the expiration of which the Parties have not settled the Claim.

(i) "Termination of Negotiations" means a period of time expiring thirty (30) days after the date of the Notice (or such other period of time as may be agreed upon by the Parties) and upon the expiration of which the Parties have not resolved a Claim.

Section 10.2 Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.

(a) Each Bound Party agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims to the procedures set forth in Section 10.5.

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

(c) Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article 10.

Section 10.3 Commencement or Pursuit of Claim Against Bound Party.

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

(b) Prior to any Bound Party commencing any proceeding to which another Bound Party is a party, the Respondent shall have the right to be heard by the Claimant, and to promptly access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 10.4 Claims. Unless specifically exempted below, all Claims between any of the Bound Parties are subject to the provisions of this Article 10. Notwithstanding the foregoing, unless all Parties otherwise agree, the following are not Claims and shall not be subject to the provisions of this Article 10:

(a) Any action or suit by the Association regarding the imposition or collection of Assessments or other charges levied by the Association pursuant to this Declaration, including actions to foreclose Assessment liens;

(b) Any action or suit by the Association or the Declarant to enforce any provisions of the Governing Documents, including obtaining a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as a court may deem necessary;

(c) Counterclaims or defenses to claims brought by the Association in proceedings instituted against any of them;

(d) Any suit between or among Owners, which does not also include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

(e) Any suit in which any indispensable party is not a Bound Party.

Section 10.5 Mandatory Procedure.

(a) Notice. Prior to proceeding with any Claim against a Respondent, each Claimant shall give a Notice to each Respondent, which Notice shall state plainly and concisely:

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

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

(iii) The proposed remedy; and

(iv) The fact that Claimant will give the Respondent an opportunity to inspect all property and Improvements potentially involved with the Claim, and that Claimant will meet with Respondent within a reasonable amount of time after such inspection to discuss in good faith ways to resolve the Claim.

(b) Negotiation and Mediation.

(i) The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, any Party may appoint a representative to assist the Parties in negotiation.

(ii) Upon the Termination of Negotiations, Claimant has thirty (30) days to submit the Claim to mediation from the date of the Notice that is provided for in subsection 10.5(a).

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant waives the Claim, and Respondent will be released and discharged from any and all liability to Claimant on account of such Claim.

(iv) Any settlement of the Claim through mediation must be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator must issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(v) Each Party will bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

(vi) If the Parties agree to a resolution of any Claim through negotiation or mediation and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section 10.5(a). In such event, the Party taking action to enforce the agreement will recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including attorneys' fees and court costs.

Section 10.6 Award. The award of the arbitrator must be accompanied by detailed written findings of fact and conclusions of law. Except as required by applicable law or for confirmation of an award, neither Party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all Parties.

ARTICLE 11. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 11.1 Development Rights. The Declarant hereby reserves for itself and its successors and assigns, the following rights, hereinafter the "Development Rights":

(a) The right to create Lots, Condominium Units or Common Elements within the Property;

(b) The right to subdivide Lots or Units or convert Lots or Units to Common Elements;

(c) The right to withdraw real estate from the Property;

(d) The right to add real estate to the Property; and

(e) The right to develop the Future Development Parcels.

Section 11.2 Special Declarant Rights. In addition to the Development Rights reserved above, the Declarant further reserves those rights granted to or reserved by the Declarant as hereinafter set forth or as otherwise set forth in this Declaration or the Act for the benefit of the Declarant, including but not limited to the following acts (collectively, the "Special Declarant Rights"):

(a) To build and complete Improvements in the Property;

(b) To exercise any Development Right;

(c) To maintain sales offices, construction offices, management offices, and signs advertising the Property and sale of Lots and/or Condominium Units;

(d) To use easements through the Common Elements for the purpose of making Improvements within the Property or within real property which may be added to the Property;

(e) To grant or create rights-of-way or easements for purposes including but not limited to access, utilities, drainage, water, including potable and/or non-potable water systems, and other purposes incidental, complimentary or supplementary to the development and sale of the Property located in or across Lots or Units owned by the Declarant or the Common Elements, provided such easements do not create a permanent, unreasonable interference with the rights of any Owners at the time such right-of-way or easement is created;

(f) To make the Property subject to a master association;

(g) To merge or consolidate the Property with a common interest Property of the same form of ownership;

(h) To appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control;

(i) To convert any Lot or Unit or other portion of the Property in the Property owned by the Declarant into Common Elements;

(j) To record a Subassociation Declaration against all or any portion of the Property owned by the Declarant, or if not owned by the Declarant, with the consent of the Owner thereof; and

(k) To perform any other right of the Declarant set forth in this Declaration.

Section 11.3 Exercise of Development Rights or Special Declarant Rights. All of the Development Rights and Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Property. The Declarant may exercise any or all of the Development Rights or Special Declarant Rights at any time and from time to time not to exceed (20) years from the date of the recording of this Declaration, unless surrendered by the Declarant prior to that date by the recording of a written statement that the Declarant has surrendered any such Development Rights or Special Declarant Rights.

Section 11.4 Subdivision or Replatting of Lots or Units. The Declarant may subdivide or replat any Lot(s) or Unit(s) and/or Condominium Unit(s) owned by the Declarant in the Property. Without limiting the generality of the foregoing, the Declarant reserves the right to move any lot line(s) on Lot(s) and/or Condominium Unit(s) owned by the Declarant for the purpose of accommodating Improvements which are constructed or are to be constructed. Any subdivision or replatting of any Lot(s) or Unit(s) and/or Condominium Unit(s) may increase the number of Lots or Units in the Property, as long as the total number of Lots or Units That May Be Included is not exceeded.

Section 11.5 Subassociation Declarations. The Declarant may record a Subassociation Declaration against all, or any portion of the Property then owned by the Declarant, or with the consent of the then Owner of the portion of the Property, if not owned by the Declarant, which may contain additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes or other provisions to be imposed on that portion of the Property described therein.

Section 11.6 Rights Transferrable/Rights Transferred. Any rights created or reserved under this Article or the Act for the benefit of the Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in the real property records of Eagle County, Colorado. Such instrument shall be executed by the transferor Declarant and the transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Owners or any holders of a security interest on any Lot or Unit. Any rights created or reserved under this Article or the Act for the benefit of the Declarant may also be transferred to the Association by an instrument describing the right transferred and recorded in the real property records of Eagle County, Colorado. Such instrument shall be executed by the transferor Declarant and the Association as transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Owners or any holders of a security interest on any Lot or Unit.

Section 11.7 No Further Authorizations Needed. The consent of Owners or holders of security interests on the Lots or Units shall not be required for the exercise of any reserved rights, and the Declarant or its assigns may proceed without limitation at its sole option. The Declarant or its assignees may exercise any reserved rights on all or any portion of the Property in whatever order determined. The Declarant or its assigns shall not be obligated to exercise any reserved rights or to expand the Property beyond the number of Lots or Units initially submitted.

ARTICLE 12. MISCELLANEOUS AND GENERAL PROVISIONS

Section 12.1 Compliance and Enforcement.

(a) The Association may enforce all applicable provisions of this Declaration and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot or Unit;

(ii) Suspending an Owner's voting rights during any period in which the Owner shall be in default in the payment of any Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association;

(iii) Suspending an Owner's voting rights for a period not to exceed sixty (60) days or during any period of violation, whichever is greater, for the violation of any other provision of the Governing Documents other than the non-payment of Assessments;

(iv) Exercising self-help or taking action to abate any violation of the Governing Documents;

(v) Requiring an Owner at the Owner's expense, to remove or alter any structure or Improvement on such Owner's Lot or Unit in violation of the Governing Documents and to restore the Lot or Unit or property to a compliant condition and, upon failure of the Owner, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to a compliant condition and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(vi) Without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Property;

(vii) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(b) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot or Unit and the Owner as an Individual Purpose Assessment. The Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(c) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(d) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action.

Section 12.2 Covenants to Run. The covenants and restrictions contained in this Declaration shall run with and bind the Property in perpetuity. All of the covenants, easements, servitudes and provisions contained in this Declaration shall be a burden on the title to all of the lands within the Property, and the benefits thereof shall inure to the owners of all of the lands within the Property.

Section 12.3 Termination. Termination of the Property shall be in accordance with the Act.

Section 12.4 Attorney Fees. If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. If an Owner, an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Property, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against the Owner, shall be charged as an Individual Purpose Assessment and shall constitute a lien against the Lot or Unit.

Section 12.5 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration and except for amendments that may be approved by the Declarant or the Association under the provisions of this Declaration or the Act, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Owners holding at least sixty-seven percent (67%) of the votes in the Association. Said approval may be obtained in any method allowed by the Governing Documents of the Association or the Act or other applicable law. The amendment or repeal shall be effective upon the recordation in the Office of the Clerk and Recorder of Eagle County, Colorado, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association. All challenges to the validity of any amendment or repeal must be made within one (1) year after the date of recording of such amendment or repeal.

Section 12.6 Amendment of Declaration by Declarant. The Declarant may amend this Declaration or the Plat to correct clerical, typographical or technical errors. The Declarant may also amend this Declaration to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the

Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal National Mortgage Association.

Section 12.7 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration reserving rights to or for the benefit of the Declarant, or its assigns, shall not be effective unless the Declarant has given written consent to such amendment or repeal, which may be withheld at the Declarant's sole discretion, and which consent, if granted, may be evidenced by the execution by the Declarant of any certificate of amendment or repeal. The foregoing requirement for consent to any such amendment or repeal shall terminate upon the conveyance of all of the Lots or Units to Owners other than the Declarant.

Section 12.8 Cooperation with Other Associations or Districts. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other property owners and/or any special district(s) to share facilities, to share the costs and/or responsibility for any operation, maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any person(s) in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other property association(s) and/or any district(s), or to otherwise cooperate with any other property association(s) and/or any district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board of Directors in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other property association(s) and/or any district(s) as the Board of Directors may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other property association(s) and/or any district(s) to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

Section 12.9 Registration of Mailing Address. Each Owner shall register his mailing address with the Association. Except as may otherwise be required by this Declaration, any notices or demands intended to be served upon an Owner shall be sent by first class mail, postage prepaid, addressed in the name of such Owner at such registered mailing address, or provided by other means as permitted or required by the Act. If an Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Lot or Unit.

Section 12.10 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 12.11 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 12.12 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 12.13 Non-Waiver. Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 12.14 Conflict of Provisions. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 12.15 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this _____ day of _____, 2026.

DECLARANT:

MIDTOWN LOFTS LLC,
a Colorado limited liability company

HL II Investments, LLC
Its Manager/Member

UP General, Inc., Manager

_____
Daniel Armistead

STATE OF COLORADO

COUNTY OF EAGLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of MIDTOWN LOFTS LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

Notary Public

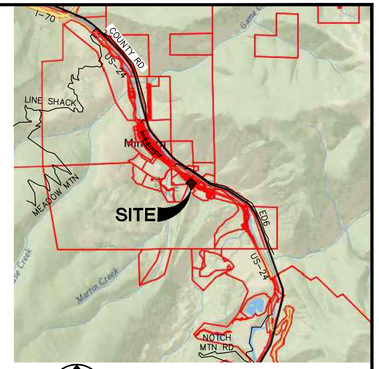
EXHIBIT A: DESCRIPTION OF PROPERTY

[Insert legal descriptions of the Lots or Units to be included, and the designation of the Lot or Unit type of each]

MIDTOWN VILLAGE FINAL PUD

MINTURN, EAGLE COUNTY, COLORADO

PLANNED UNIT DEVELOPMENT



VICINITY MAP
SCALE : NTS

OWNER/APPLICANT
10TH MOUNTAIN BUILDERS
1632 MAIN STREET
MINTURN, MICHIGAN, 81645
CONTACT: JEFF ARMISTEAD
970-471-0618

ENGINEER/LANDSCAPE ARCH.
MIDWESTERN CONSULTING, LLC
3815 PLAZA DR.
ANN ARBOR, MI 48108
CONTACT: ROB WAGNER
734-995-0200

ARCHITECT
TK DESIGN & ASSOCIATES
26030 PONTIAC TRAIL
SOUTH LYON, MI 48178
CONTACT: TODD HALLETT
248-446-1960

SURVEYOR
GORE RANGE SURVEYING, LLC
953 S. FRONTAGE RD W.
VAIL, CO 81657
CONTACT: SAMUEL ECKER
970-479-8698

GEOTECHNICAL/MATERIALS TESTING ENGINEER
KUMAR & ASSOCIATES, INC.
6735 KUMAR HEIGHTS
COLORADO SPRINGS, CO 80918
CONTACT: STEVEN PAWLAK
719-632-7009

SIGNATURES

OWNER DEVELOPER DATE

FIRE DEPARTMENT DATE



SITE MAP
SCALE : NTS

Sheet List Table

#	SHEET TITLE
1	COVER SHEET
2	EXISTING CONDITIONS
3	DEMOLITION PLAN
4	MASTER PLAN
5	TRACT PLAN
6	TRACT PLAN WITH BUILDINGS
7	SITE PLAN PHASE 1
8	PROPOSED ACCESS DRIVE
9	SNOW REMOVAL PLAN
10	OPEN SPACE PLAN
11	LANDSCAPE PLAN
12	LANDSCAPE PERSPECTIVE VIEW
13	FIRE TRUCK TURNING TEMPLATES
14	SOLID WASTE TRUCK TURNING TEMPLATE
15	LANDSCAPE DETAILS
16	WATER AND SANITARY SEWER EASEMENTS
17	DRIVE EASEMENT
18	OVERALL UTILITY PLAN
19	WATER MAIN PLAN AND PROFILE VIEW 1
20	WATER MAIN PLAN AND PROFILE VIEW 2
21	WATER SERVICE DETAILS
22	WATER CONSTRUCTION SPECIFICATIONS
23	OVERALL SEWER PLAN
24	SANITARY SEWER PLAN AND PROFILE VIEW 1
25	SANITARY SEWER PLAN AND PROFILE VIEW 2
26	SANITARY SEWER PLAN AND PROFILE VIEW 3

Sheet List Table

#	SHEET TITLE
27	SEWER DETAILS
28	E-ONE GRINDER PUMP DETAILS
29	SEWER CONSTRUCTION SPECIFICATIONS 1
30	SEWER CONSTRUCTION SPECIFICATIONS 2
31	EXISTING DRAINAGE PLAN
32	OVERALL GRADING PLAN
33	DETAILED GRADING PLAN 1
34	DETAILED GRADING PLAN 2
35	DETAILED GRADING PLAN 3
36	RUSTIC TRAIL PLAN
37	STORM WATER MANAGEMENT PLAN
38	STORM SEWER PLAN AND PROFILE VIEW 1
39	STORM SEWER PLAN AND PROFILE VIEW 2
40	STORM WATER DETAILS 1
41	STORM WATER DETAILS 2
42	SITE DETAILS & CONSTRUCTION MANAGEMENT PLAN
43	CDOT CURB GUTTER AND SIDEWALKS DETAILS
44	SOIL EROSION PLAN
45	SOIL EROSION DETAILS
46	STORM WATER CONSTRUCTION SPECIFICATIONS 1
47	STORM WATER CONSTRUCTION SPECIFICATIONS 2
48	DRIVEWAY PROFILE VIEW
49	CROSS SECTION

Permit & Approval Matrix - REV 06/30/2025

Approval/Permit	Agency	Submittal	Permit/Approval Issued	Comment
PUD Approval	City of Minturn			
Wastewater Discharge Approval	Eagle River Water & Sanitation District (ERWSD)			
Storm Water Discharge Permit	Colorado Department of Public Health and Environment (CDPHE)			
Stormwater Connection	Colorado Department of Transportation (CDOT)			
Water Main Permit	Colorado Department of Transportation (CDOT)			
State Highway Access Permit	Colorado Department of Transportation (CDOT)	7/10/2024	8/21/2024	Permit No. 324094
CDOT Notice to Proceed	Colorado Department of Transportation (CDOT)			
Trash Enclosure Easement Encroachment Agreement				

SITE DATA

	Exsisting	Proposed			
Parcel size		2.53 acres			
Zoning	Commercial	Commercial			
Lot coverage		Masterplan	Phase I		
Impervious area		73,657.98 SF	44,111 SF		
Pervious area		36,547.02 SF	14,544 SF		
	Required	**Provided**	**Parking Requirement**	**Parking Provided**	**Notes**
Setbacks					
Front	20'	20'			
Side	5'	5'			
Rear	10'	5'			5' at proposed apartment building only
Residential					
Town House		10 Units	2/unit: 2x10=20	20 (+ 20 Guest)	2 car tandem garages in each unit + 2 car side by side driveway for guests
Cottage		2 Units	2/unit: 2x2=4	4	2 car side by side driveway at each unit
2 Story Micro Home		4 Units	1/unit: 1x4=4	4	Surface parking
Micro Home		4 Units	1/unit: 1x4=4	4	Surface parking
Apartment					
Apartment Bldg		15 (2 bdrm) Units 1 (1 bdrm) Unit	2/unit=30 + 1= 31		31 spaces beneath structure
Lofts Bldg A		4 Units	2/unit=8		Garage provided with 4 stacked spaces + 4 surface spaces
Exist Bldg B		2 Units	2/unit=4	2/unit+1/8 units=46	4 surface spaces
			Guest 1 space/8 units=3		3 surface spaces
Commercial					
Bldg A: Proposed		3600 sf (80%)	1/300sf: 3600/300=12	12	12 in surface lot
Bldg B: Existing		5280sf (80%)	1/300sf: 5280/300=18	14	4 in surface lot and 10 stacked in driveways
			Total	28 Phase I(108)	
Open Space		Masterplan	Phase I		
Active		17,861 sf / 16%	6,619 sf / 6%		Pocket parks, Public plaza, Community garden
Passive		2,692 sf / 2%	2,692 sf / 2%		Connector Trail
	deviation required				

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MIDTOWN VILLAGE FINAL PUD

JOB No. **20067**

REVISIONS:	REV. DATE
PER CDOT COMMENTS	11/20/25

DATE: 09/18/25
SHEET 1 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067CV1

1

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Wireless Communications • Transportation • Landfill Services

RELEASED FOR:	DATE

COLORADO LICENSED ROBERT C WAGNER 60475 PROFESSIONAL ENGINEER

P.E. #60475

m:\civil\34_pro\20067\final site plan\20067CV1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 1 COVER SHEET, MCLLC PDF.pc3
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m:\civil3d_proj\20067\final site plan\20067EX1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 2 EXISTING CONDITIONS, MCLLC PDF.pc3
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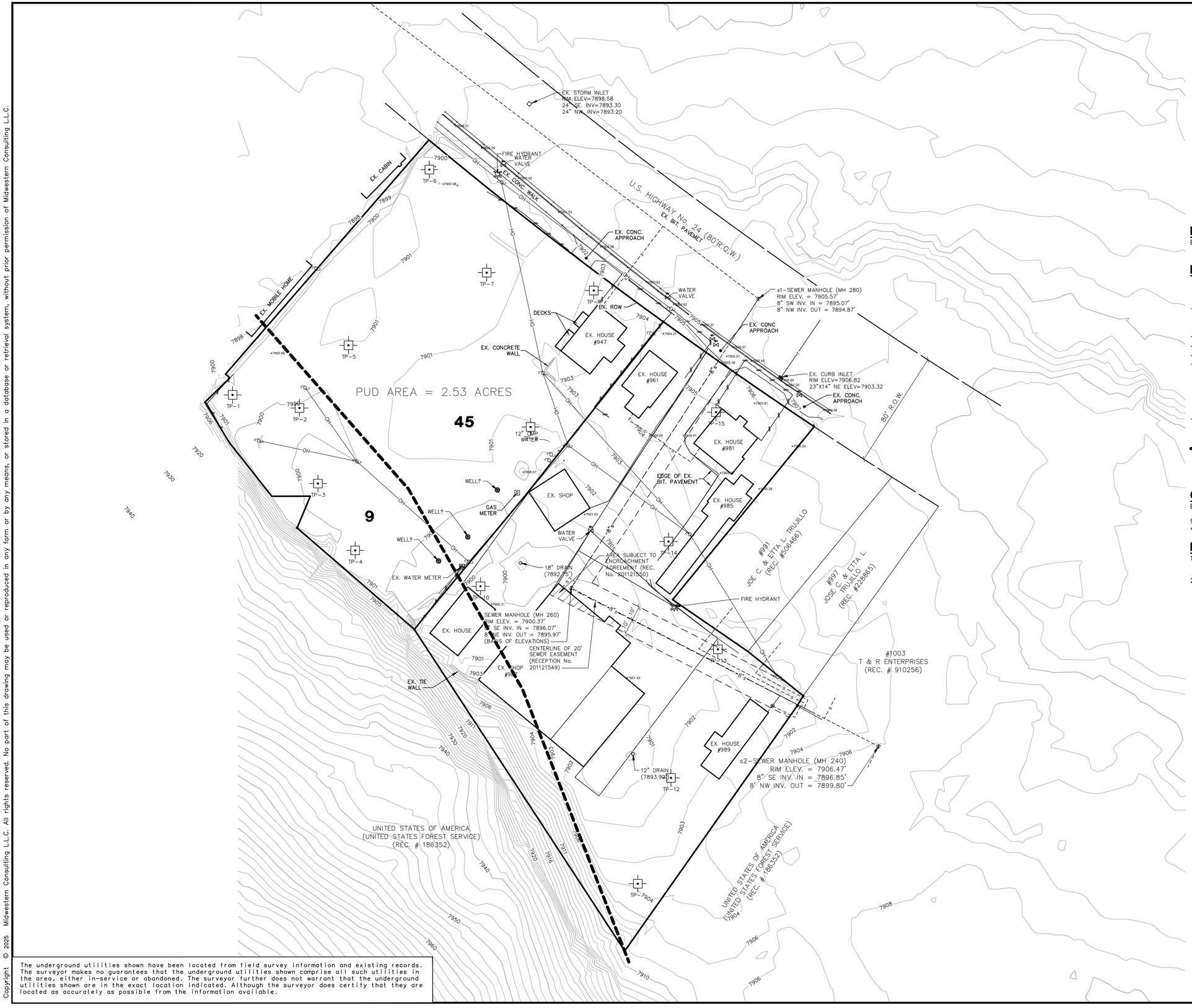

SCALE: 1" = 30'

0 30 60 90

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

BASIS OF ELEVATIONS

EXISTING SANITARY SEWER MANHOLE AT THE CENTER OF THE SOUTH PROPERTY.
ELEV=7900.37 (NAVD88)

LEGEND

- 838 — EXISTING CONTOUR
- ×836.2 — EXISTING SPOT ELEVATION
- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- WV — EXISTING WATER VALVE
- r — EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- s — EXISTING SANITARY SEWER
- SIGN
- POST
- G — EXISTING GAS VALVE
- W — WELL
- FENCE
- 45 — EXISTING SOIL TYPE & BOUNDARY
- TP-1 — TEST PIT LOCATION

GENERAL SOILS DESCRIPTION

BASED ON SOIL SURVEY OF EAGLE COUNTY COLORADO

9 – ANSEL–ANVIK ASSOCIATION, 25 TO 45 PERCENT SLOPES
45 – FORSEY COBBLY LOAM, 3 TO 12 PERCENT SLOPES

NOTES

1. SOIL BORINGS PERFORMED BY KUMAR & ASSOCIATES, INC. ON MAY 31, 2022.
2. THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PREPARED BY GORE RANGE SURVEYING, LLC DATED 11/1/2021

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MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

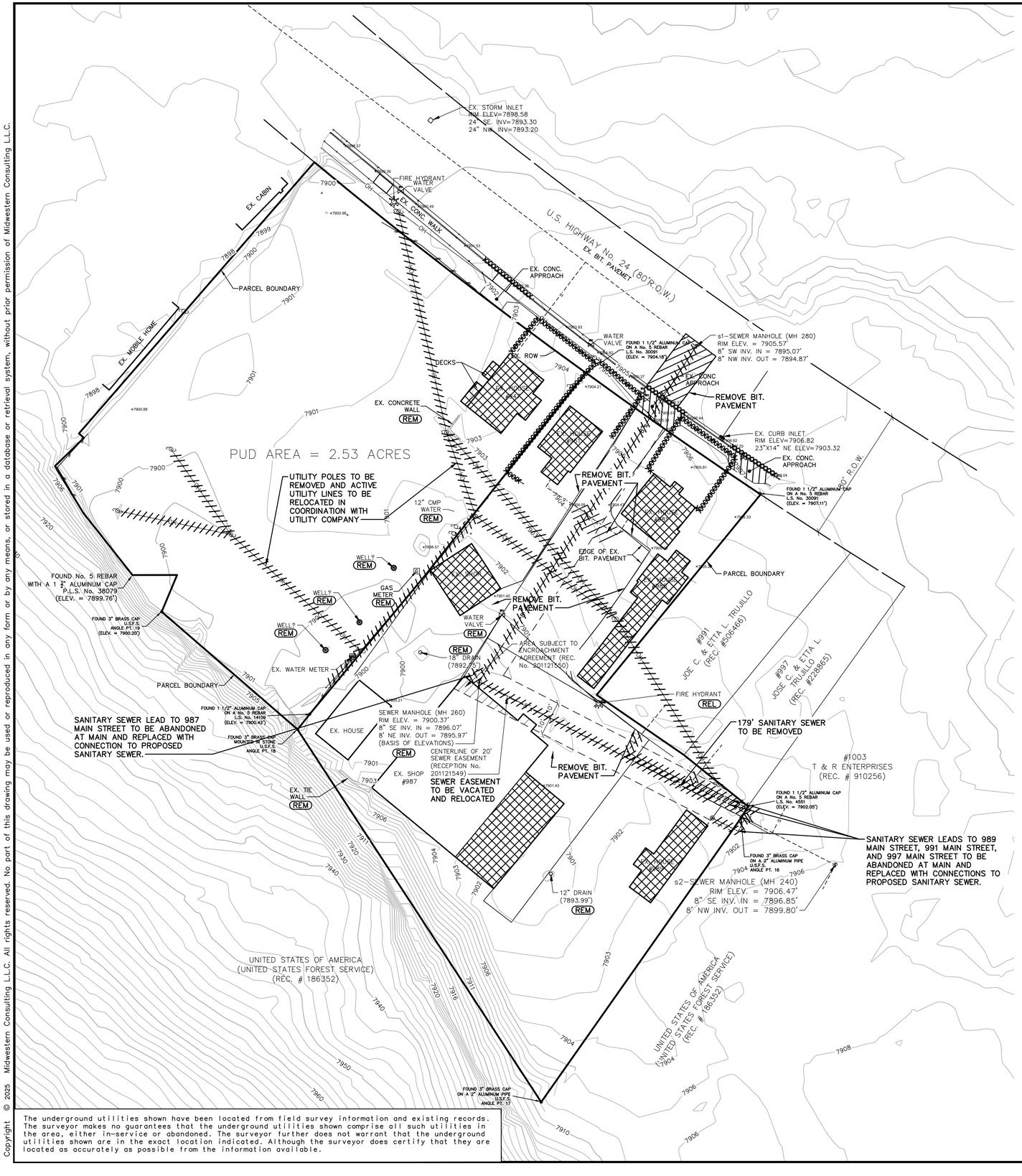
MIDTOWN VILLAGE FINAL PUD

EXISTING CONDITIONS

2

JOB No. 20067
REVISIONS: REV. DATE:

DATE: 09/18/25
SHEET 2 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH: 20067EX1



LEGEND

- 838 — EXISTING CONTOUR
- ×836.2 — EXISTING SPOT ELEVATION
- U.P. — EXISTING UTILITY POLE
- U.P. — EXISTING UTILITY POLE W/ TRANSFORMER
- GP — EXISTING GUY POLE
- GUY WIRE
- ELECTRIC TRANSFORMER
- EXISTING AC UNIT
- EXISTING GENERATOR
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING LIGHT POLE
- t — EXISTING TELEPHONE LINE
- e — EXISTING ELECTRIC LINE
- g — EXISTING GAS LINE
- g — EXISTING GAS VALVE
- f.o. — EXISTING FIBER OPTIC LINE
- w — EXISTING WATER MAIN
- EXISTING HYDRANT
- EXISTING GATE VALVE IN BOX
- EXISTING GATE VALVE IN WELL
- EXISTING CURB STOP & BOX
- EXISTING BLOW-OFF
- p.i.v. — POST INDICATOR VALVE
- fdc — FIRE DEPARTMENT CONNECTION
- r — EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING BEEHIVE INLET
- END SECTION
- HEAD WALL
- CULVERT
- ds — EXISTING DOWNSPOUT
- s — EXISTING SANITARY SEWER
- EXISTING CLEANOUT
- C/L OF DITCH
- SIGN
- MAILBOX
- t — TELEPHONE RISER
- catv — CABLE TELEVISION RISER
- e — ELECTRIC METER
- w — WATER METER
- rcb — SPRINKLER CONTROL BOX
- g — GAS METER
- gjm — GAS LINE MARKER
- fiber — FIBER OPTIC MARKER
- ped — PEDESTRIAN CROSSING SIGNAL
- tscb — TRAFFIC SIGNAL CONTROL BOX
- POST
- W — WELL
- FENCE
- SECTION CORNER
- SB-1 — SOIL BORING LOCATION
- S — SET IRON PIPE
- F — FOUND IRON PIPE
- S — SET MONUMENT
- F — FOUND MONUMENT
- spk — SET PARKER KRYLON
- FPK — FOUND PARKER KRYLON
- S — SET IRON ROD
- FIR — FOUND IRON ROD
- CONTROL POINT
- ℄ — CENTERLINE
- ℗ — PROPERTY LINE
- gfc — EXISTING GAS FILLER CAP
- STRUCTURE TO BE REMOVED
- BITUMINOUS TO BE REMOVED
- CONCRETE TO BE REMOVED
- UTILITY TO BE REMOVED
- FENCE TO BE REMOVED
- CURB TO BE REMOVED
- REL — ITEM TO BE RELOCATED
- REM — ITEM TO BE REMOVED
- CONCRETE WALK TO BE REPLACED
- BITUMINOUS PAVEMENT TO BE REPLACED

Know what's below. Call before you dig.

SCALE: 1" = 30'

0 30 60 90

NOTES

1. LIMITS OF PAVEMENT REMOVAL ARE NOT FIELD VERIFIED.
2. ALL BUILDING REMOVALS SHALL INCLUDE REMOVAL OF FOUNDATIONS, UTILITY SERVICES, DRIVEWAYS, DECKS AND ANY OTHER IMPROVEMENTS.
3. ITEMS TO REMAIN SHALL BE PROTECTED THROUGHOUT THE ENTIRETY OF CONSTRUCTION.
4. ALL UTILITY REMOVALS SHALL BE COORDINATED WITH THE APPLICABLE UTILITY ENTITY.
5. ALL ASPHALT PAVEMENT REMOVALS SHALL BE SAWCUT AT REMOVAL LIMITS.
6. EAST CONCRETE APRON TO REMAIN AND BE PROTECTED THROUGHOUT THE ENTIRETY OF CONSTRUCTION.
7. SANITARY SEWER TO BE ABANDONED PER ALL PERTINENT LOCAL AND REGIONAL STANDARDS.

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COLORADO LICENSED ROBERT C WAGNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

DEMOLITION PLAN

3

DATE: 09/18/25
SHEET 3 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
Z:\2006\EX1

JOB No. 20067

REVISIONS: REV. DATE

m:\civil\34_pro\20067\final site plan\20067EX1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 3 DEMOLITION PLAN, MCLLC PDF.pc3
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m:\civil34_pro\20067\final site plan\20067SP1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 4 MASTER PLAN, MCLLC PDF.pc3
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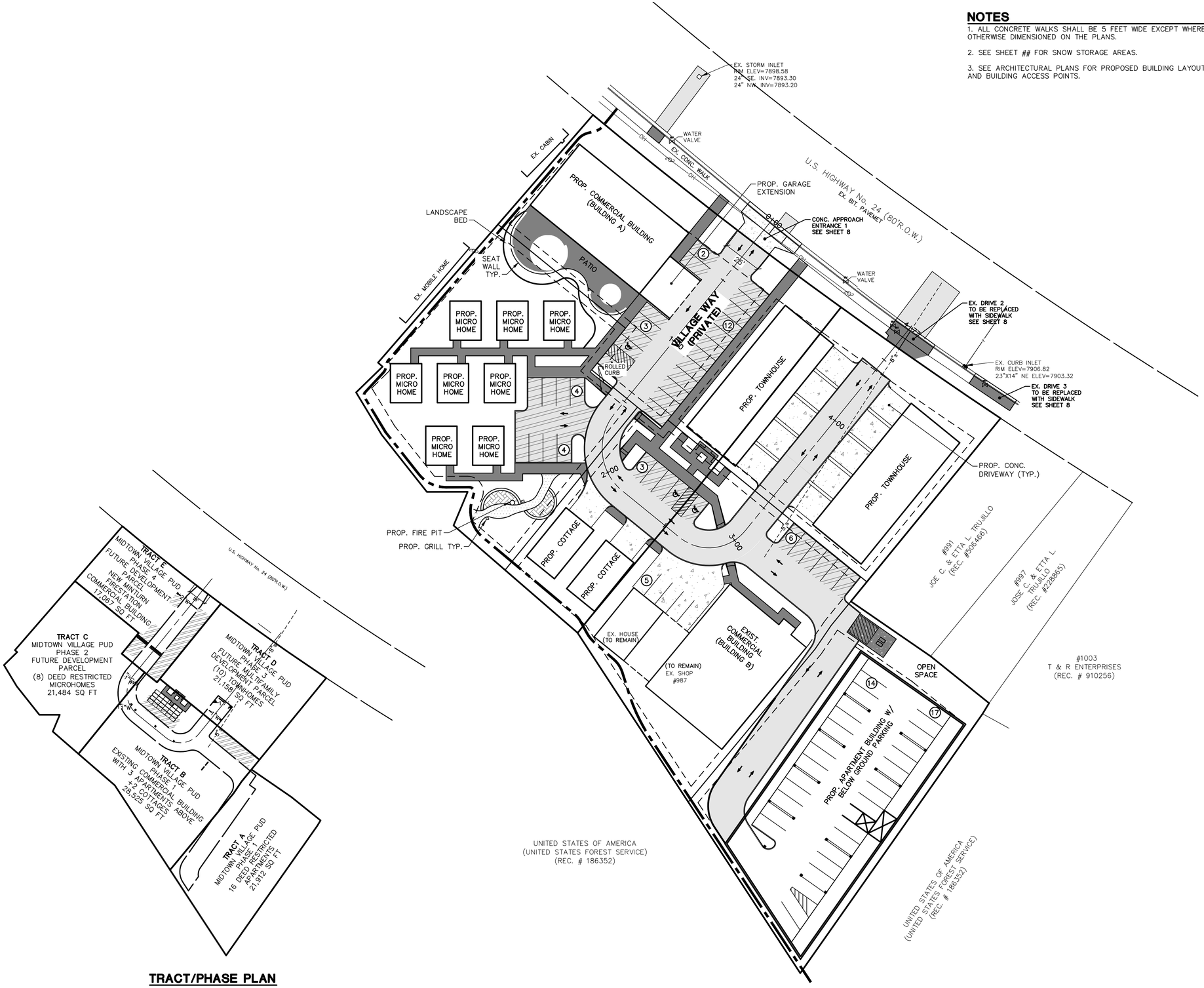
NOTES

1. ALL CONCRETE WALKS SHALL BE 5 FEET WIDE EXCEPT WHERE OTHERWISE DIMENSIONED ON THE PLANS.
2. SEE SHEET ## FOR SNOW STORAGE AREAS.
3. SEE ARCHITECTURAL PLANS FOR PROPOSED BUILDING LAYOUTS AND BUILDING ACCESS POINTS.

SCALE: 1" = 30'

0 30 60 90

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



TRACT/PHASE PLAN

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LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- RUSTIC TRAIL
- PROPOSED CONCRETE WALK
- PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT
- PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT
- PROPOSED STANDARD DUTY CONCRETE PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PAVEMENT MARKING
- NUMBER OF STANDARD PARKING SPACES IN ROW
- NUMBER OF BARRIER FREE PARKING SPACES IN ROW
- TRAFFIC DIRECTION ARROWS
- PROPOSED LIGHT POLE

COLORADO LICENSED
ROBERT C. WAGNER
60475
PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

MASTER PLAN

4

JOB No. 20067
REVISIONS:

REV.	DATE

DATE: 09/18/25
SHEET 4 OF 45
CADD: KJV
ENG: CMW
PM: RCW
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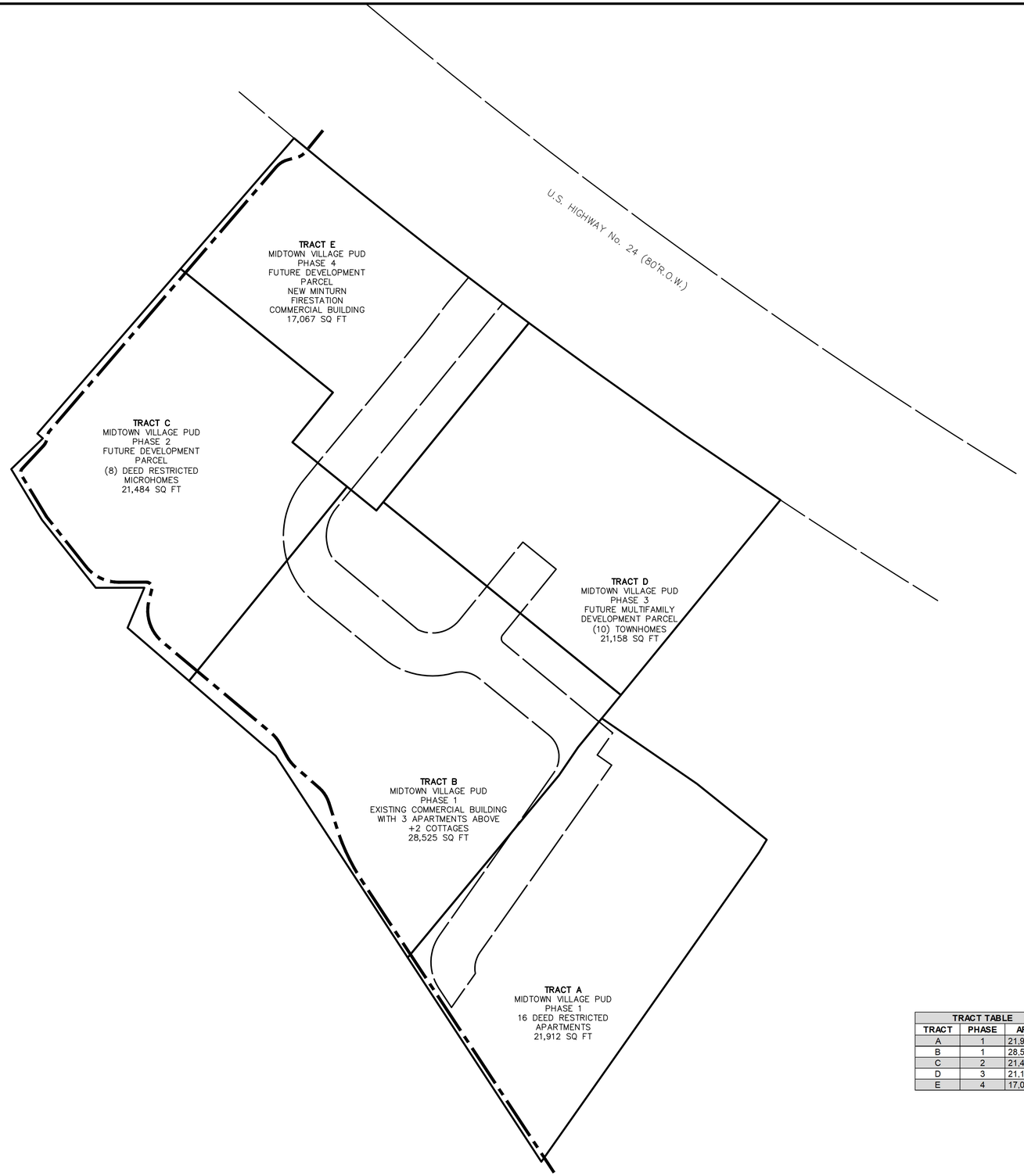

SCALE: 1" = 30'

0 30 60 90

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

LEGEND

TRACT BOUNDARY

PROPOSED R.O.W. (RIGHT-OF-WAY)

TRACT TABLE		
TRACT	PHASE	AREA
A	1	21,912 SF
B	1	28,525 SF
C	2	21,484 SF
D	3	21,158 SF
E	4	17,067 SF

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MIDTOWN VILLAGE FINAL PUD

TRACT PLAN

5

JOB No. 20067
REVISIONS:
REV. DATE

DATE: 09/18/25
SHEET 5 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PM1

m:\civil3d_pro\20067\final site plan\20067PM1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 5 TRACT PLAN, MCLLC PDF pc3
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m:\civil3d_proj\20067\civil site plan\20067PM1.dwg, 11/20/2025 4:32 PM, Colton M. Wallace, 6 TRACT PLAN WITH BUILDINGS, MCLLC PDF.pc3
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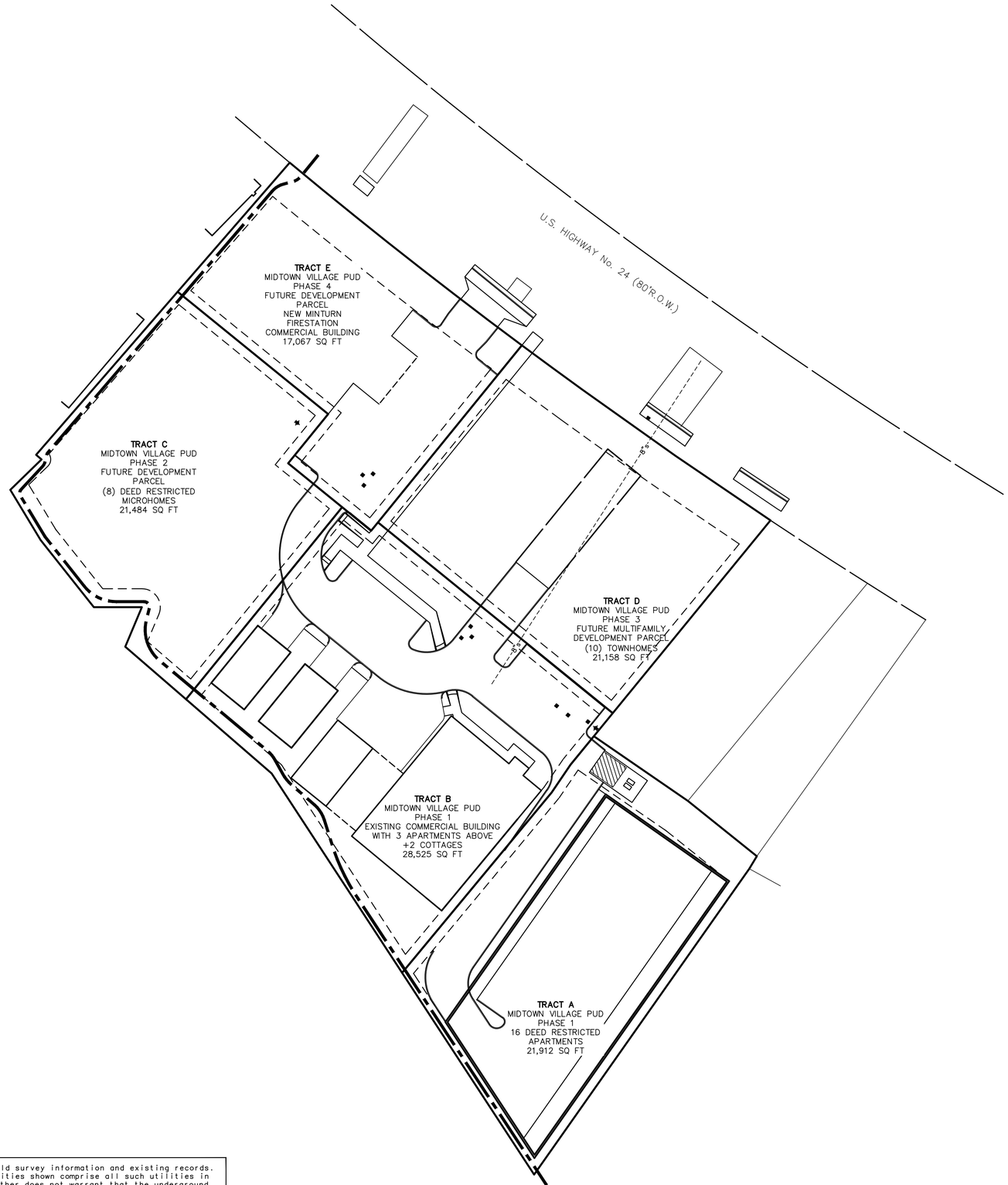

SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- TRACT BOUNDARY
- PROPOSED BUILDING
- SETBACK LIMITS

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ROBERT C. WAGNER
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PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

TRACT PLAN WITH BUILDINGS

6

JOB No. 20067
REVISIONS:

REV.	DATE

DATE: 09/18/25
SHEET 6 OF 45
CADD: KJV
ENG: CMW
PM: ROW
TECH:
/20067PM1

m:\civil3d_pro\20067\final site plan\20067SP1.dwg, 11/20/2025 4:33 PM, Colton M. Wallace, 7 SITE PLAN PHASE 1, MCLLC PDF.pc3
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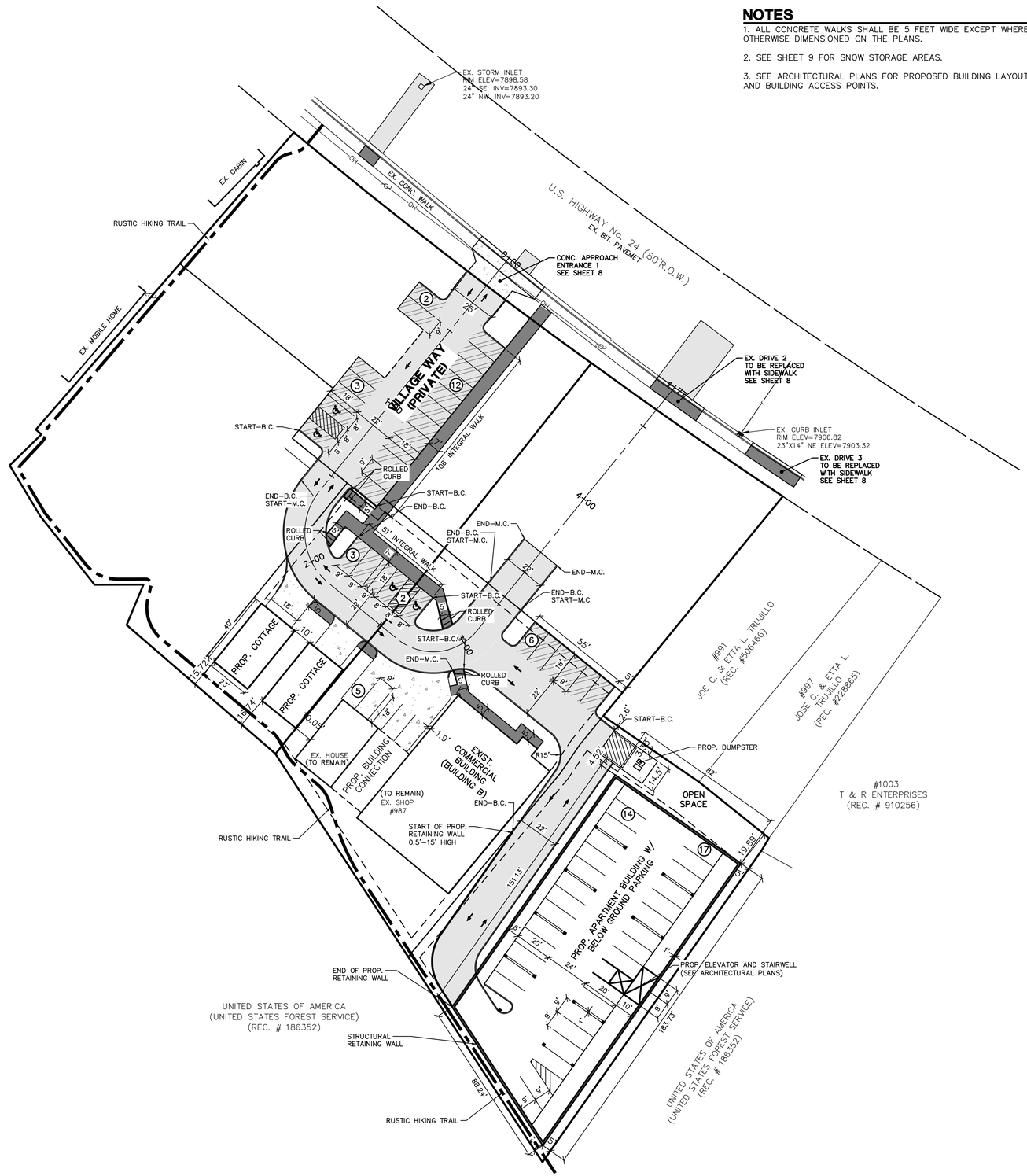
NOTES

1. ALL CONCRETE WALKS SHALL BE 5 FEET WIDE EXCEPT WHERE OTHERWISE DIMENSIONED ON THE PLANS.
2. SEE SHEET 9 FOR SNOW STORAGE AREAS.
3. SEE ARCHITECTURAL PLANS FOR PROPOSED BUILDING LAYOUTS AND BUILDING ACCESS POINTS.



SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- RUSTIC TRAIL
- PROPOSED CONCRETE WALK
- PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT
- PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT
- PROPOSED STANDARD DUTY CONCRETE PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PAVEMENT MARKING
- NUMBER OF STANDARD PARKING SPACES IN ROW
- NUMBER OF BARRIER FREE PARKING SPACES IN ROW
- TRAFFIC DIRECTION ARROWS
- PROPOSED LIGHT POLE

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MIDTOWN VILLAGE FINAL PUD

SITE PLAN PHASE 1

7

JOB No. 20067
REVISIONS: REV. DATE

DATE: 09/18/25
SHEET 7 OF 45
CADD: KJV
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PM: ROW
TECH:
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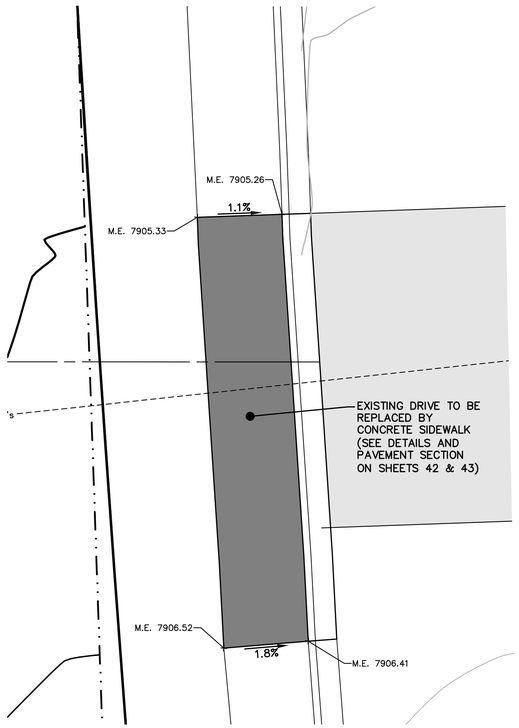
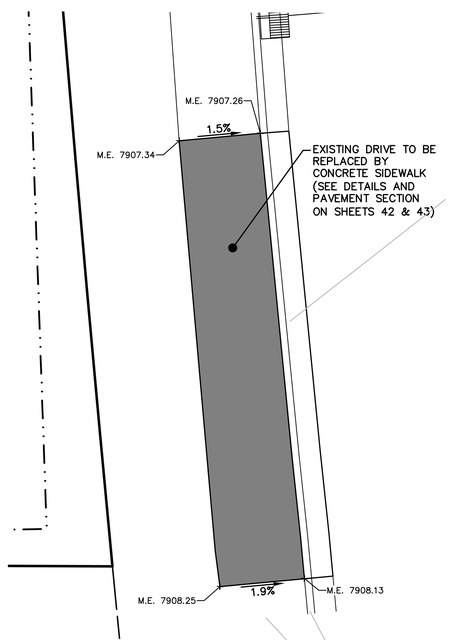
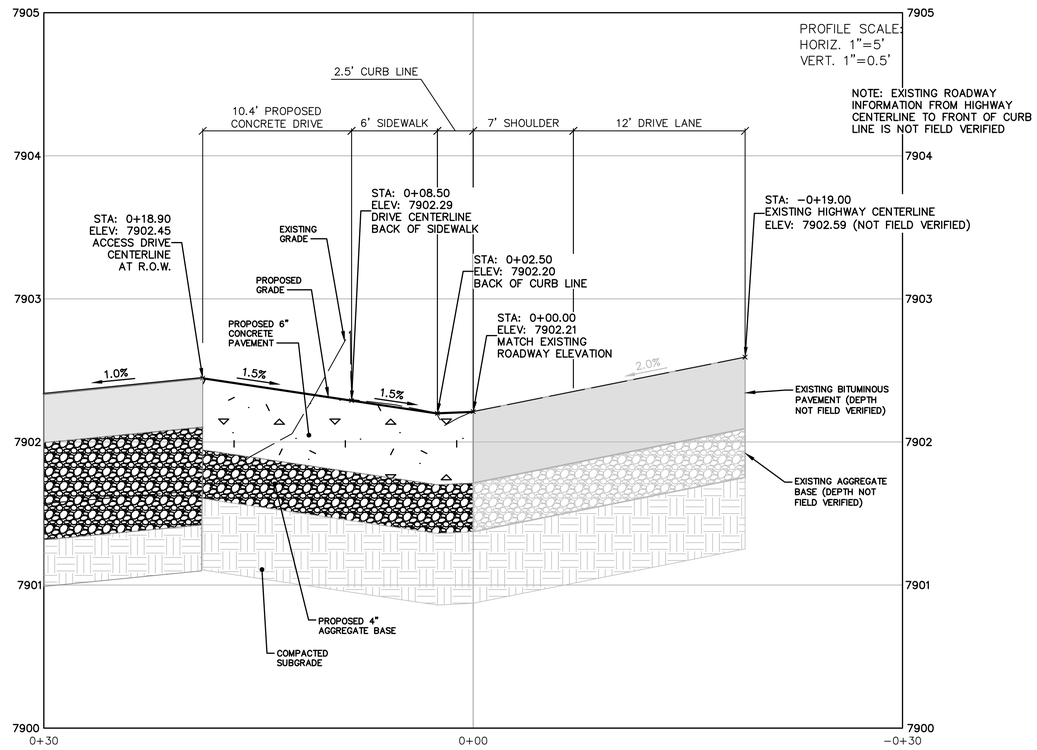


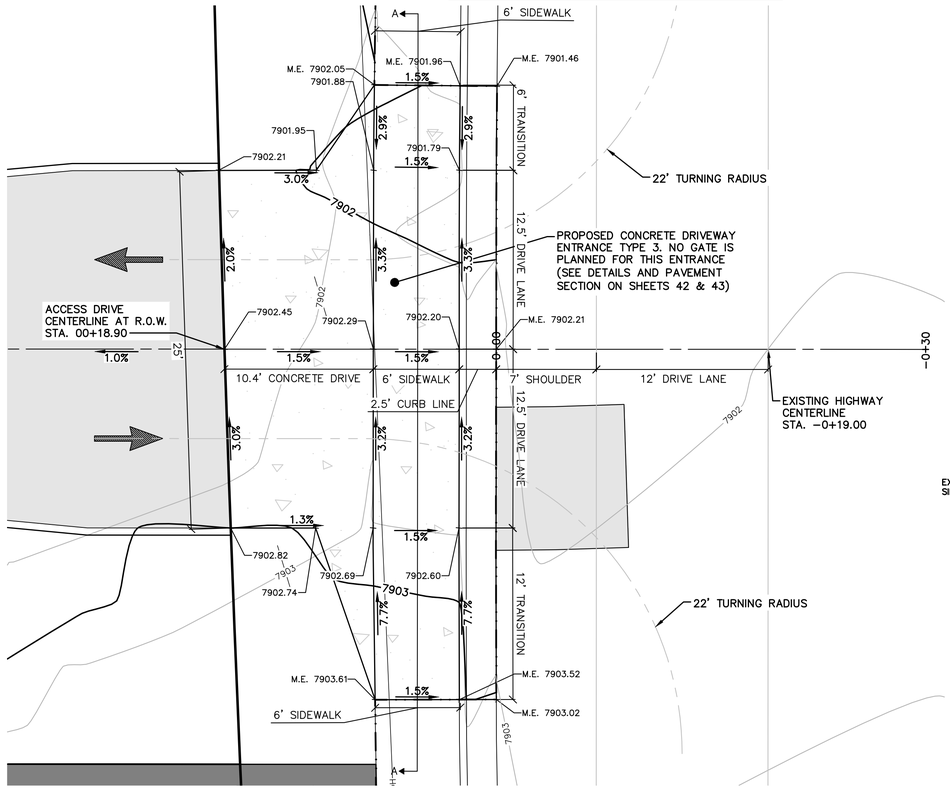
PROPOSED SIDEWALK (EXISTING DRIVE 2)



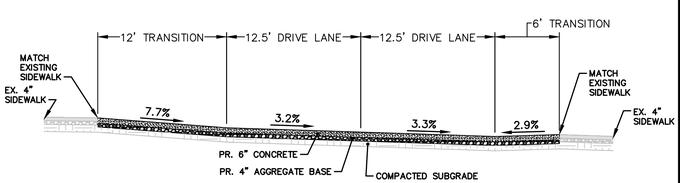
PROPOSED SIDEWALK (EXISTING DRIVE 3)



PROPOSED ACESS DRIVE PROFILE



PROPOSED ACCESS DRIVE (DRIVE 1)



PROPOSED ACCESS DRIVE SECTION A

SCALE: 1" = 30'
0 30 60 90

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MIDTOWN VILLAGE FINAL PUD

PROPOSED ACCESS DRIVE

8

DATE: 09/18/25
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JOB No. 20067

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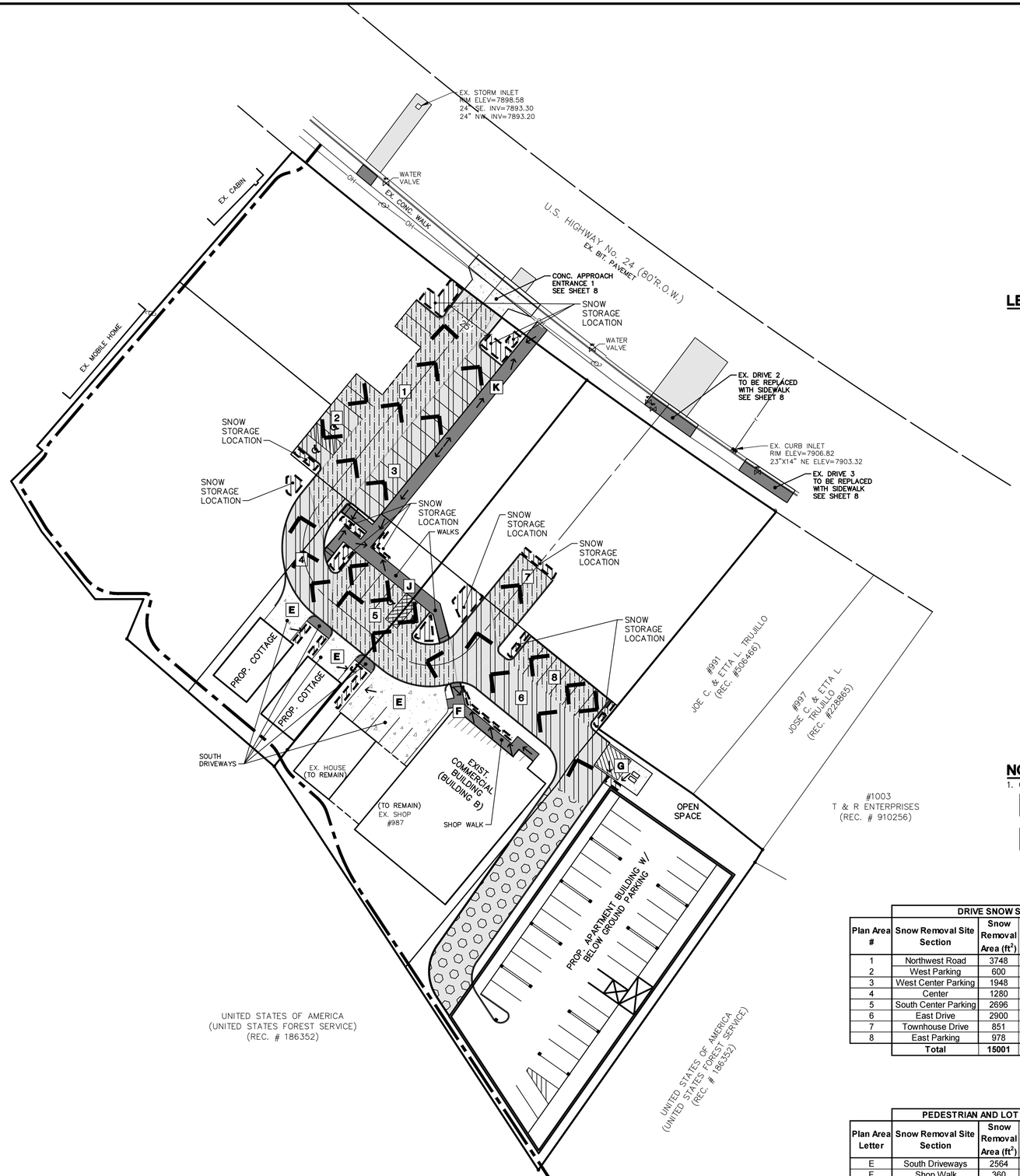

SCALE: 1" = 30'

0 30 60 90

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LEGEND

- PROPOSED DRIVE SNOW STORAGE
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- FENCE
- PROPOSED CONCRETE WALK
- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED SNOW STORAGE
- PROPOSED HEATED DRIVE
- PROPOSED SNOW REMOVAL ROUTE
- PROPOSED HAND SHOVEL LOCATION

NOTE

1. CONTRASTING DRIVE HATCHING SIGNIFY DRIVE SNOW REMOVAL SECTIONS

DRIVE SNOW STORAGE TABLE

Plan Area #	Snow Removal Site Section	Snow Removal Area (ft^2)	Required Storage Area (ft^2) 5%	Storage Area Provided (ft^2)
1	Northwest Road	3748	187	193
2	West Parking	600	30	45
3	West Center Parking	1948	97	104
4	Center	1280	64	69
5	South Center Parking	2696	135	151
6	East Drive	2900	145	161
7	Townhouse Drive	851	43	75
8	East Parking	978	49	76
	Total	**15001**	**750**	**874**

PEDESTRIAN AND LOT SNOW STORAGE TABLE

Plan Area Letter	Snow Removal Site Section	Snow Removal Area (ft^2)	Required Storage Area (ft^2) 5%	Storage Area Provided (ft^2)
E	South Driveways	2564	128	156
F	Shop Walk	360	18	54
G	Dumpster Walk	410	21	24
J	S Center Pkg Walk	1083	54	74
K	N Center Pkg Walk	591	30	35
	Total	**3334**	**250**	**343**

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m:\civil3d_proj\20067\final site plan\20067SP1.dwg, 11/20/2025 4:33 PM, Colton M. Wallace, 9 SNOW REMOVAL PLAN, MCLLC PDF.pc3
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MIDTOWN VILLAGE FINAL PUD

SNOW REMOVAL PLAN

9

DATE: 09/18/25
SHEET 9 OF 45
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PM: RCW
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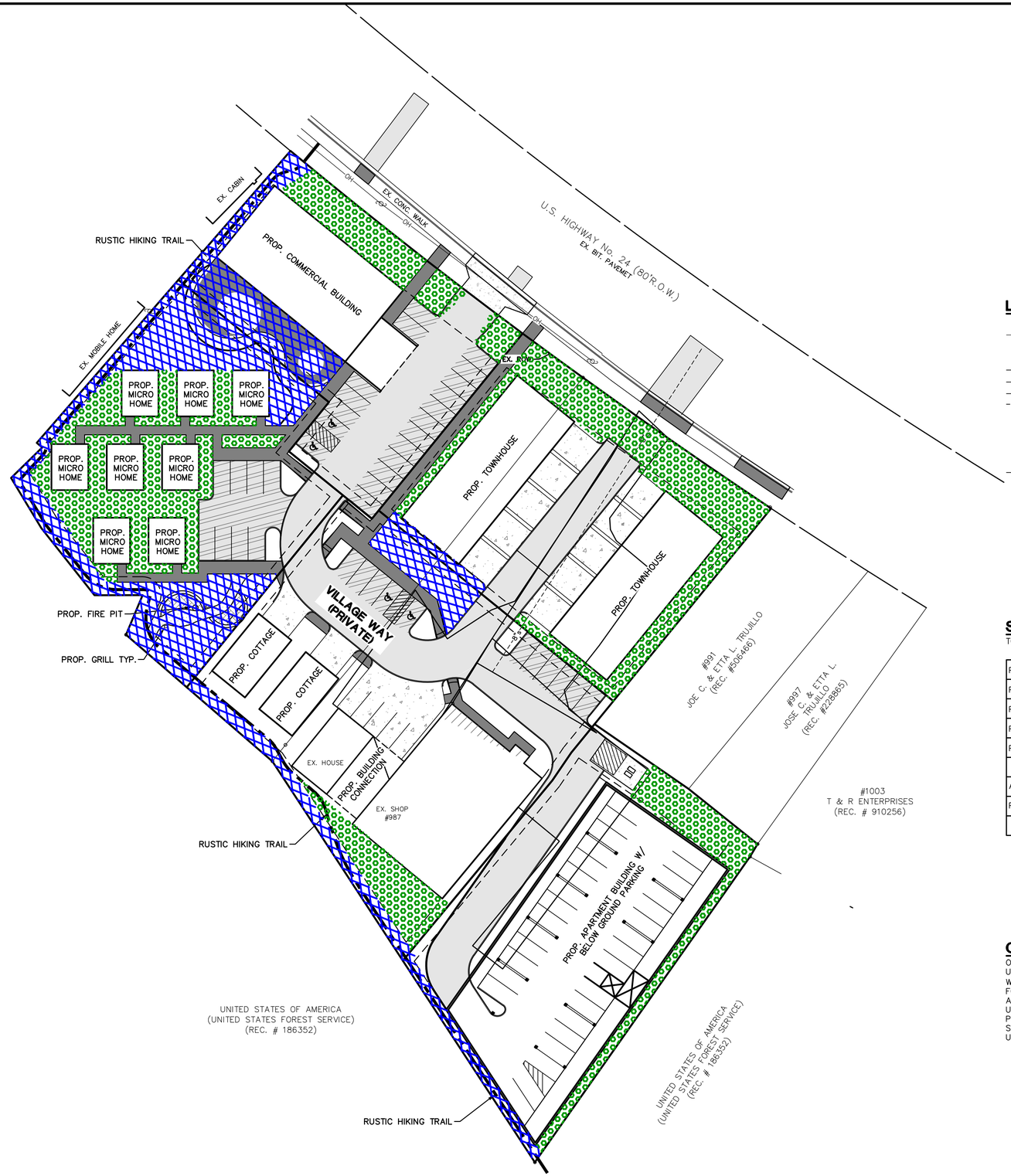

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0 30 60 90

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- S — EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- W — WELL
- FENCE
- PROPOSED LIGHT POLE
- PASSIVE PUBLIC OPEN SPACE
- ACTIVE PUBLIC OPEN SPACE

SITE OPEN SPACE DATA

TOTAL OPEN SPACE REQUIRED: 25% OR 27,552 SF

PHASE I/TRACT A	21,912 SF	
PHASE I/TRACT B	28,525 SF	
PHASE II/TRACT C	21,484 SF	
PHASE III/TRACT D	21,158 SF	
PHASE IIII/TRACT E	17,067 SF	
TOTAL	110,146 SF	%
ACTIVE PUBLIC OPEN SPACE	13,555.07 SF	12.3%
PASSIVE PUBLIC OPEN SPACE	16,989.4 SF	15.4%
TOTAL	30,544.47 SF	28%

OPEN SPACE NARRATIVE

OPEN SPACE FOR THE PUD IS COMPRISED OF AREAS THAT CAN BE UTILIZED BY RESIDENTS WITHIN THE DEVELOPMENT; CONNECTING WALKWAYS. PATIOS WITH SEATING/GRILLS/FIRE PITS, OPEN SPACES FOR COMMUNITY GARDENING, PLAZAS, AREAS AROUND THE COTTAGES AND MICRO HOMES IS INCLUDED AS OPEN SPACE CONSIDERED AS USEABLE YARD SPACE. OTHER OPEN SPACES ARE AVAILABLE FOR PLAY STRUCTURES OR SIMILAR USES. OPEN SPACE ALONG THE NORTH, SOUTH AND WEST IS PROVIDED FOR A RUSTIC HIKING TRAIL TO BE USED AS A CONNECTOR TO THE OTHER HIKING TRAILS IN THE VILLAGE.

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MIDTOWN VILLAGE FINAL PUD

OPEN SPACE PLAN

10

DATE: 09/18/25
SHEET 10 OF 45
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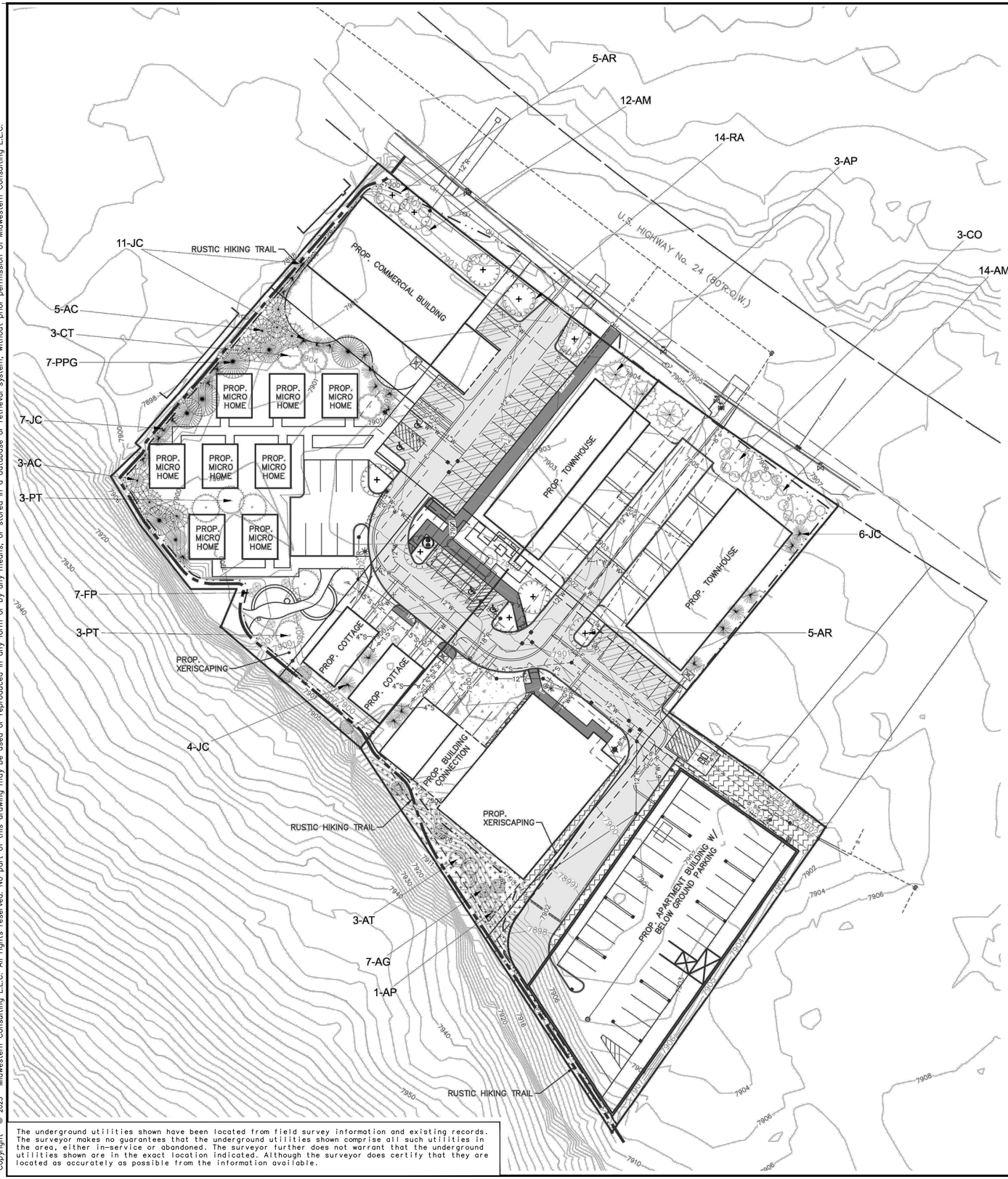

LANDSCAPE LEGEND

- PROPOSED XERISCAPING
- PROPOSED RIVERSTONE
- PROPOSED RESTORATION SEED MIX
- PROPOSED SEEDED AREA
- PROPOSED CONCRETE WALK
- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED CONCRETE PAVEMENT

SCALE: 1" = 30'

0 30 60 90

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

PLANT SCHEDULE							
Symbol	Qty	Key	Common	Botanical	Root	Size	Notes
Evergreen Trees	43						
	28	JC	Spartan Juniper	Juniperus chinensis 'Spartan'			
	8	AC	White Fir	Abies concolor 'Rochester'			
	7	PPG	Blue Colorado Spruce	Picea Pungens Glauca			
Deciduous Canopy Tree	36						
	3	CO	Common Hackberry	Celtis Occidentalis	B&B	2.5" Ca	
	3	AT	Hot Wings Tatarian Maple	Acer tataricum GarAnn			
	3	CT	Northern Catalpa	Catalpa speciosa			
	4	AP	Norway Maple - Royal Red	Acer Platanoides 'Royal Red'	B&B	2.5" Ca	
	6	PT	Quaking Aspen	Populus tremuloides			
	7	AG	Rocky Mountain Maple	Acer glabrum			
	10	AR	Red Maple	Acer rubrum 'Red Sunset'	B&B	2.5" Ca	Male only
Shrubs for Xeriscape							
	7	FP	Apache Plume	Fallugia paradoxa	#3 Cont	30-36" ht	
	26	AM	Black Chokeberry	Aronia melanocarpa			
	14	RA	Golden Currant	Ribes aureum			
Other Possible Shrubs for Xeriscape							
		AC	Arctostaphylos x coloradoensis 'Panchito'	Panchito Manzanita	#3 Cont		
		CM	Chamaebatiaria millefolium	Fernbush	#3 Cont		
		CP	Cytisus purgans 'Spanish Gold'	Spanish Gold Broom	#3 Cont		
		BT	Berberis thunbergii 'Crimson Pygmy'	Crimson Pygmy Barberry	#3 Cont	30-36" ht	
		PB	Prunus besseyi 'Pawnee Buttes'	Creeping Western Sand Cherry	#3 Cont	30-36" ht	
Perennials and Grasses for Xeriscape							
		AS	Achillea ssp.	Yarrow			
		AG	Agastache ssp.	Agastache			
		CO	Callirhoe onvolucrata	Prairie Winecups			
		DS	Delosperma ssp.	Iceplant			
		HS	Helictrotrichon sempervirens	Blue Avena Grass			
		KS	Kniphofia spp.	Torch Lily			
		NT	Nassella tenuissima	Mexican Feather Grass			
		Sp	Salvia pachyphylla	Mojave Sage			

RESTORATION SEED MIX

Lower Montane Mix: 7,501 - 8,500 feet a.s.l.					
Scientific Name (USDA)	Common Name (USDA) Cultivar or Ecotype	Cultivar or Ecotype	Life History	% Mix	Pounds PLS Needed
Adenolinum lewisii	Lewis flax	CO ecotype or Maple Grove	NPF	2	0.32
Bouteloua gracilis	Blue Grama	Fremont CO ecotype	NPG-L	8	0.52
Cleome serrulata	Rocky Mountain Beeplant	CO Ecotype (or VNS)	NAF	2	0.84
Elymus elymoides	Squirreltail	Pueblo or Wapiti	NPG-L	10	2.5
Elymus trachycaulus	Slender Wheatgrass	Pryor or Frist Strike or San Luis	NPG-L	14	4.63
Festuca arizonica	Arizona Fescue	Redondo	NPG-L	10	1
Gaillardia aristata	Blanketflower	CO Ecotype (or VNS)	NPF	3	0.77
Pascopyrum smithii	Western Wheatgrass	Arriba	NPG-L	14	5.89
Poa secunda	Sandberg Bluegrass	Sims Mesa or high Plains	NPG-L	12	0.55
Pseudoroegneria spicata	Bluebunch Wheatgrass	Anatone	NPG-L	8	3.28
Quickguard	Quickguard	Quickguard	Cover Crop	1	3.42
Rudbeckia hirta	Black-eyed Susan	CO Ecotype (or VNS)	NBF	3	0.09
Bromus marginatus	Mountain Brome	Cold Springs or Eco type	NPG-L	12	6.85
Penstemon strictus	Rocky Mountain Penstemon	Bandera	NPF	1	0.11

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MIDTOWN VILLAGE FINAL PUD

LANDSCAPE PLAN

11

DATE: 09/16/25
SHEET 11 OF 45
CADD: KJV
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m:\civil34_proj\20067\final site plan\20067LP1.dwg, 11/20/2025 4:33 PM, Colton M. Wallace, 12 LANDSCAPE PERSPECTIVE VIEW, MCLLC PDF.pc3
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LANDSCAPE PERSPECTIVE LOOKING NORTHWEST
SCALE : NTS

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LANDSCAPE PERSPECTIVE VIEW

12

JOB No. 20067
REVISIONS:
REV. DATE.

DATE: 09/18/25
SHEET 12 OF 45
CADD: KJV
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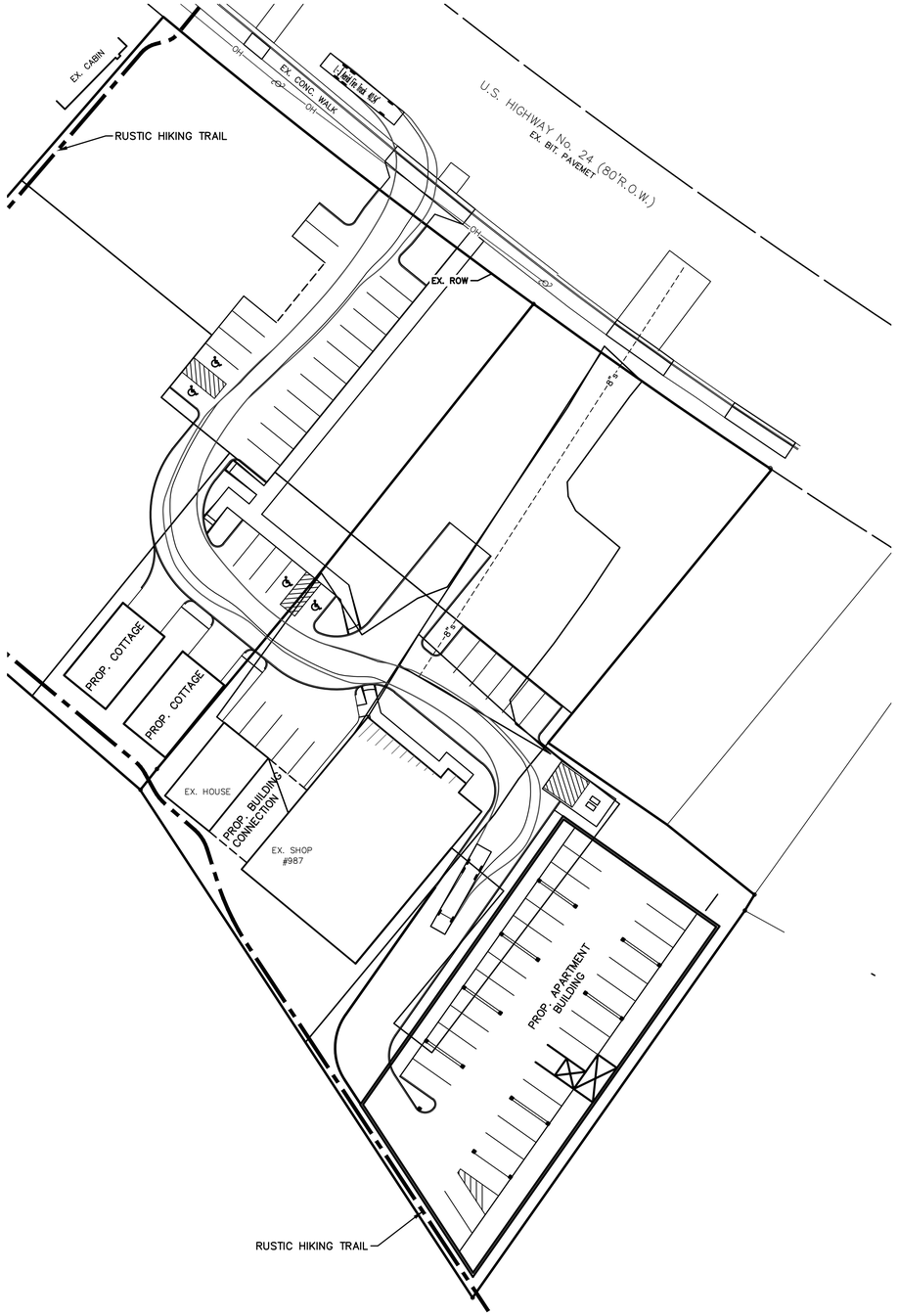
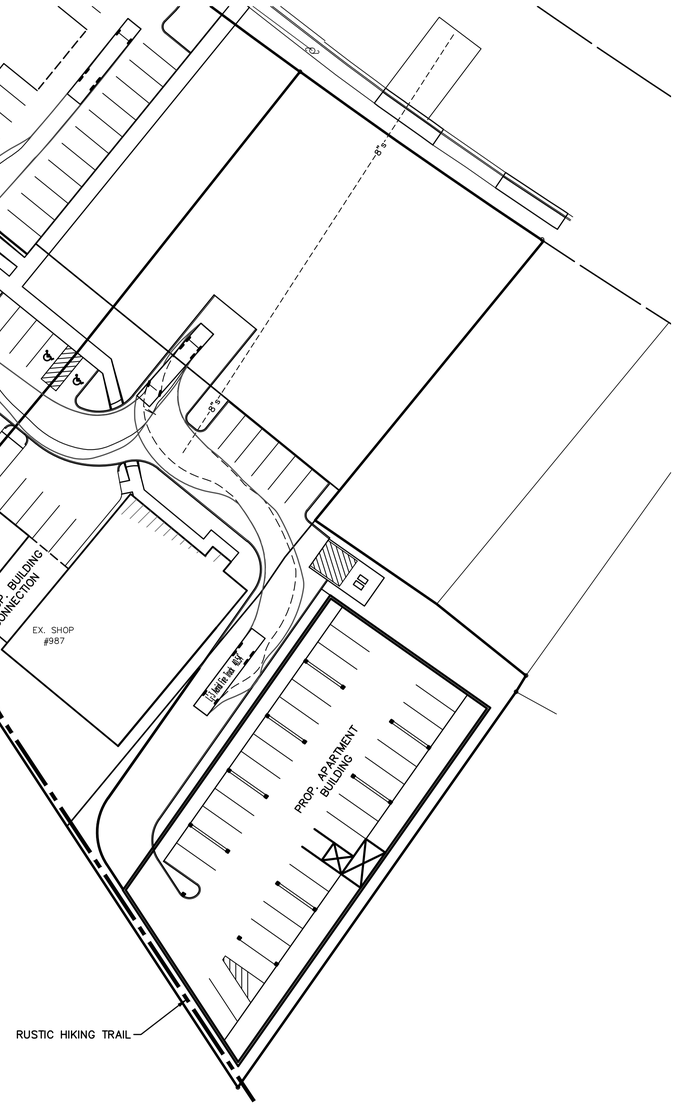


FIRE TRUCK TURNING TEMPLATE ENTER ROUTE



FIRE TRUCK TURNING TEMPLATE EXIT ROUTE

SCALE: 1" = 30'

0 30 60 90

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- EXISTING CATCH BASIN OR INLET
- S — EXISTING SANITARY SEWER
- SIGN
- POST
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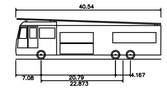
- W — WELL
- FENCE



L-3 Aerial Fire Truck 40.54'

Overall Length	40.540ft
Overall Width	7.000ft
Overall Body Height	11.364ft
Min Body Ground Clearance	1.144ft
Track Width	6.910ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	45.00°

FIRE TRUCK DETAIL

NOT TO SCALE

m:\civil3d_proj\20067\final site plan\20067TT1.dwg, 11/20/2025 4:33 PM, Colton M. Wallace, 13 FIRE TRUCK TURNING TEMPLATES, MCLLC PDF.ac3

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FINAL PUD

MIDTOWN VILLAGE

FIRE TRUCK TURNING TEMPLATES

13

JOB No. 20067

REVISIONS: REV. DATE

DATE: 09/18/25
SHEET 13 OF 45
CADD: KJV
ENG: CMW
PM: RCW
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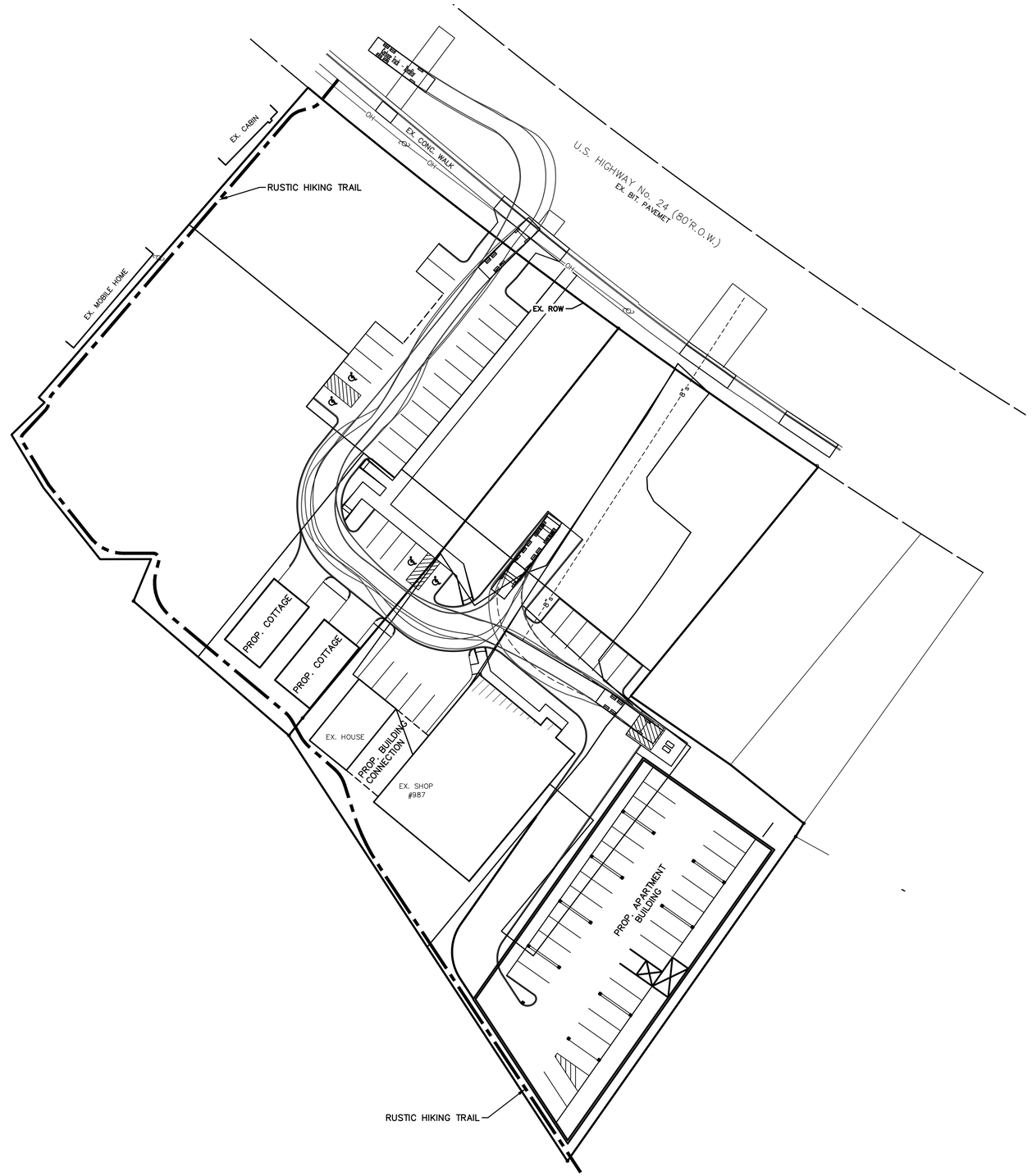


SOLID WASTE TRUCK TURNING TEMPLATE

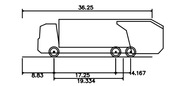
SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- S — EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- W — WELL
- FENCE



Garbage Truck – Xpeditor	
Overall Length	36.250ft
Overall Width	8.420ft
Overall Body Height	10.481ft
Min Body Ground Clearance	0.934ft
Track Width	8.000ft
Lock-to-lock time	6.0os
Max Steering Angle (Virtual)	31.80°

SOLID WASTE TRUCK DETAIL

NOT TO SCALE

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MIDTOWN VILLAGE FINAL PUD

TEMPLATE

SOLID WASTE TRUCK TURNING TEMPLATE

14

JOB No. 20067

REVISIONS: REV. DATE

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SHEET 14 OF 45
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m:\civil3d_proj\20067\final site plan\20067TT1.dwg, 11/20/2025 4:33 PM, Colton M. Wallace, 14 SOLID WASTE TRUCK TURNING TEMPLATE, MCLLC PDF.pc3
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m:\civil3d_proj\20067\final site plan\20067LP1.dwg, 11/20/2025 4:34 PM, Colton M. Wallace, 15 LANDSCAPE DETAILS, MCLLC PDF.pc3
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DO NOT TRIM EVERGREENS

SHRUB SHALL BEAR SAME RELATION TO FINISH GRADE AS IN NURSERY

DO NOT PLANT SHRUBS TO WITHIN 42" OF TREE TRUNKS IN SHRUB BEDS

4" MULCH AS SPECIFIED

3" SAUCER

REMOVE BURLAP FROM TOP 1/3 OF BALL; REMOVE ALL PLASTIC WRAP AND FABRIC; REMOVE ALL ROT PROOF WRAP

PLANT MIXTURE AS SPECIFIED

SCARIFY SIDES & BOTTOM TO ELIMINATE IMPERVIOUS SURFACES

SET BALL ON 4" COMPACTED SOIL OR 4" MOUND OF UNDISTURBED SUBGRADE

6"TYP.

PLANTING BED TREATMENT

NOTE:
SPECIAL PLANTING MIX REQUIRED FOR ERICACEOUS PLANTINGS AS SPECIFIED.

SHRUB PLANTING DETAIL

NOT TO SCALE

SET PLANTS AT SAME LEVEL AS GROWN IN CONTAINER

PREPARE ENTIRE PLANTING BED TO A 6" DEPTH WITH AMENDED TOPSOIL

2" DEEP DOUBLE SHREDDED MULCH. WORK MULCH UNDER BRANCHES. RAISE PLANTING BED 2" ABOVE FINISH GRADE

UNDISTURBED SUBGRADE

VARIES

6" MIN.

NOTE: ROOT MASS OF POT BOUND PLANTS SHOULD BE LOOSENED BEFORE PLANTING

ANNUAL AND PERENNIAL PLANTING DETAIL

NOT TO SCALE

NOTE: REMOVE STAKING/GUYING MATERIAL AFTER ONE YEAR.

2"-3" WIDE BELT-LIKE, NYLON OR PLASTIC

2"x2" HARDWOOD TREE STAKE

SET ROOT COLLAR 2" TO 3" ABOVE FINISHED GRADE ROOT COLLAR

MULCH 4" DEPTH, LEAVE 3" WIDE CIRCLE OF BARE SOIL AROUND TRUNK

REMOVE BURLAP AND WIRE BASKET FROM TOP 1/3 OF BALL; REMOVE ALL PLASTIC WRAP AND FABRIC; REMOVE ALL ROT PROOF BURLAP

3" SAUCER

SCARIFY SIDES AND BOTTOM TO ELIMINATE ALL IMPERVIOUS SURFACES; BACKFILL WITH PLANTING MIXTURE AS SPECIFIED

SET BALL ON 4" COMPACTED SOIL OR 4" MOUND OF UNDISTURBED SOIL

2/3 HEIGHT OF TREE

HOLE WIDTH 2 TO 3x WIDTH OF ROOT BALL

EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE

NOTE: REMOVE STAKING/GUYING MATERIAL AFTER ONE YEAR.

2"-3" WIDE BELT-LIKE, NYLON OR PLASTIC

2"x2" HARDWOOD TREE STAKE

DO NOT CUT LEADER

TREE SHALL BEAR SAME RELATION TO FINISH GRADE AS IN NURSERY.

2" to 3" WIDE NYLON OR PLASTIC BELTS

TREE STAKES-3 PER TREE, 120" APART

4" MULCH, AS SPECIFIED

REMOVE BURLAP FROM TOP 1/3 OF BALL; REMOVE ALL PLASTIC WRAP AND FABRIC; REMOVE ALL ROT PROOF WRAP

3" SAUCER

POSTS TO EXTEND 18" BELOW TREE PIT INTO UNDISTURBED GROUND

SCARIFY SIDES & BOTTOM TO ELIMINATE IMPERVIOUS SURFACES; BACKFILL WITH PLANTING MIXTURE, AS SPECIFIED

SET BALL ON 4" COMPACTED SOIL OR 4" MOUND OF UNDISTURBED SUBGRADE

REMOVE ONLY BROKEN OR DISEASED BRANCHES DO NOT REMOVE CANOPY TO COMPENSATE FOR ROOT LOSS.

REMOVE STAKING/GUYING MATERIAL AFTER ONE YEAR.

TREE WRAP

5' MIN.

12"TYP.

NOTE: NO STAKING IS REQUIRED FOR FLOWERING TREES.

DECIDUOUS TREE PLANTING DETAIL

2-1/2" CAL. OR SMALLER NOT TO SCALE

NOTE:
PRUNE 20% OF BRANCHES AND FOLIAGE RETAINING NORMAL PLANT

SHAPE DO NOT TRIM EVERGREENS

SHRUB SHALL BEAR SAME RELATION TO FINISH GRADE AS IN NURSERY

DO NOT PLANT SHRUBS TO WITHIN 42" OF TREE TRUNKS IN SHRUB BEDS

4" MULCH AS SPECIFIED

3" SAUCER

REMOVE BURLAP FROM TOP 1/3 OF BALL; REMOVE ALL PLASTIC WRAP AND FABRIC; REMOVE ALL ROT PROOF WRAP

PLANT MIXTURE AS SPECIFIED

SCARIFY SIDES & BOTTOM TO ELIMINATE IMPERVIOUS SURFACES

SET BALL ON 4" COMPACTED SOIL OR 4" MOUND OF UNDISTURBED SUBGRADE

6"TYP

PLANTING BED TREATMENT

NOTE:
SPECIAL PLANTING MIX REQUIRED FOR ERICACEOUS PLANTINGS AS SPECIFIED.

EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

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ROBERT C. WAGNER
60475
PROFESSIONAL ENGINEER

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LANDSCAPE DETAILS

15

JOB No. 20067

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SHEET 15 OF 45
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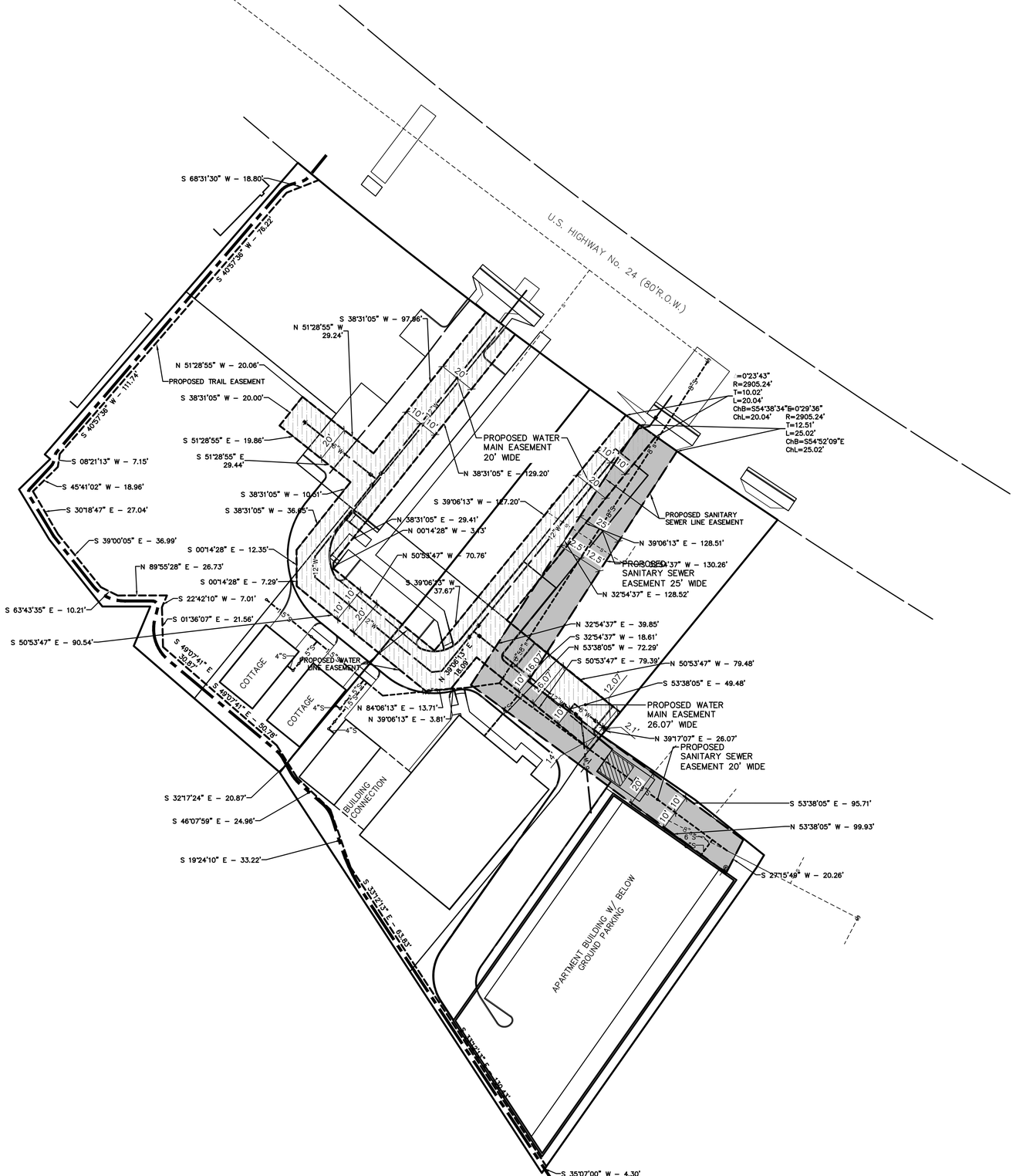

SCALE: 1" = 30'

0 30 60 90

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

NOTES

1. A NON EXCLUSIVE WATER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE TOWN OF MINTURN FOR MAINTENANCE AND OPERATION OF THE WATER SYSTEM.
2. A NON EXCLUSIVE SEWER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE TOWN OF MINTURN FOR MAINTENANCE AND OPERATION OF THE WATER SYSTEM.

LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED R.O.W. (RIGHT-OF-WAY)
- WATER MAIN EASEMENT
- SANITARY SEWER EASEMENT
- SNOW STORAGE AREA

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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MIDTOWN VILLAGE FINAL PUD

WATER AND SANITARY SEWER EASEMENTS

16

JOB No. 20067
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m:\civil3d_proj\20067\final site plan\20067PM1.dwg, 11/20/2025 4:34 PM, Colton M. Wallace, 16 WATER AND SANITARY SEWER EASEMENTS. MCLLC PDF.pc3
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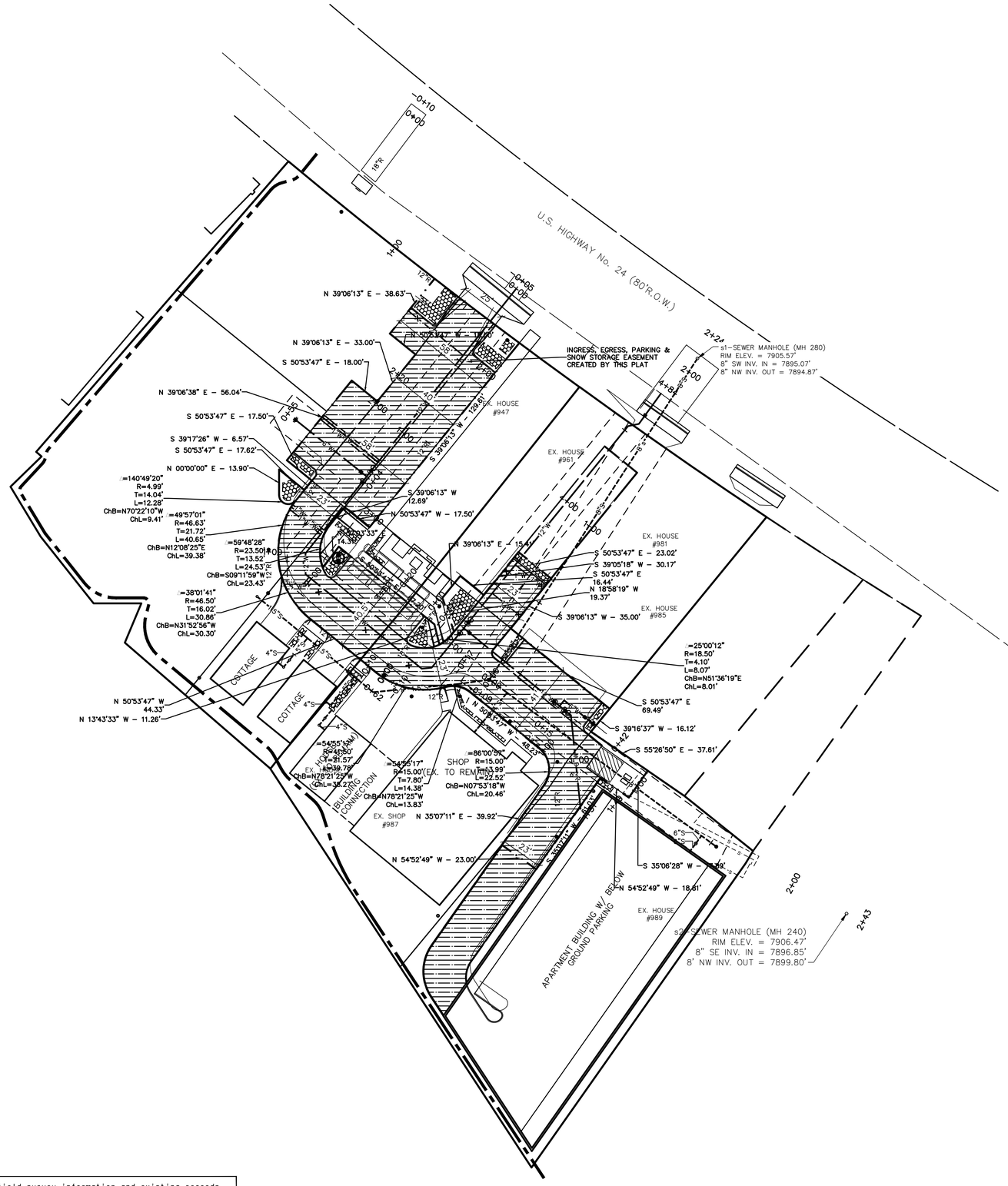

SCALE: 1" = 30'

0 30 60 90

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

NOTES

1. A NON EXCLUSIVE WATER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE TOWN OF MINTURN FOR MAINTENANCE AND OPERATION OF THE WATER SYSTEM.
2. A NON EXCLUSIVE SEWER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE TOWN OF MINTURN FOR MAINTENANCE AND OPERATION OF THE WATER SYSTEM.

LEGEND

- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING HYDRANT
- WV — EXISTING WATER VALVE
- r — EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- s — EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- W WELL
- FENCE
- S — PROPOSED SANITARY SEWER
- W — PROPOSED WATER MAIN
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED R.O.W. (RIGHT-OF-WAY)
- DRIVEWAY EASEMENT
- SNOW STORAGE AREA

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DRIVE EASEMENT

17

JOB No. 20067

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TRACER WIRE PLAN

GENERAL
TRACER WIRE SHALL BE INSTALLED WITH ALL BURIED MAIN AND SERVICE PIPELINES IN THE WATER AND WASTEWATER SYSTEM. ALL TRACER WIRE SHALL HAVE HDPE INSULATION INTENDED FOR DIRECT BURY, COLOR CODED PER AMERICAN PUBLIC WORKS ASSOCIATION (APWA) STANDARD FOR THE SPECIFIC UTILITY BEING MARKED. WIRE INSULATION FOR POTABLE WATER WILL BE COLORED BLUE AND WIRE INSULATION FOR WASTEWATER WILL BE COLORED GREEN. WIRE INSULATION FOR THE LEAD FROM THE GROUNDING ANODE WILL BE COLORED RED.
OPEN TRENCH - TRACER WIRE SHALL BE #12 AWG COPPER CLAD STEEL, OR SOLID COPPER, HIGH STRENGTH WITH MINIMUM 300 LB. BREAK LOAD, WITH MINIMUM 30 MIL HDPE INSULATION THICKNESS. APPROVED MANUFACTURER: COPPERHEAD INDUSTRIES, PRO LINE SAFETY PRODUCTS, OR APPROVED EQUAL.

CONNECTORS
ALL MAINLINE TRACER WIRE MUST BE INTERCONNECTED IN INTERSECTIONS, AT MAINLINE TEES AND MAINLINE CROSSES. AT TEES, THE THREE WIRES SHALL BE JOINED USING A SINGLE 3-WAY LOCKABLE CONNECTOR. AT CROSSES, THE FOUR WIRES SHALL BE JOINED USING A 4-WAY CONNECTOR. USE OF TWO 3-WAY CONNECTORS WITH A SHORT JUMPER WIRE BETWEEN THEM IS AN ACCEPTABLE ALTERNATIVE. DIRECT BURY WIRE CONNECTORS – SHALL INCLUDE 3-WAY LOCKABLE CONNECTORS AND MAINLINE TO LATERAL LUG CONNECTORS SPECIFICALLY MANUFACTURED FOR USE IN UNDERGROUND TRACER WIRE INSTALLATION. CONNECTORS SHALL BE DIELECTRIC SILICONE FILLED TO SEAL OUT MOISTURE AND CORROSION, AND SHALL BE INSTALLED IN A MANNER SO AS TO PREVENT ANY UNINSULATED WIRE EXPOSURE. NON LOCKING FRICTION FIT, TWIST ON OR TAPED CONNECTORS ARE PROHIBITED. APPROVED MANUFACTURERS: BURNDY SPLIT BOLD CONNECTOR, COPPER TO COPPER, SQUARE HEAD WITH KING INNOVATION SPLIT BOLT AQUA HOUSING 6910S OR COPPERHEAD INDUSTRIES SNAKEBITE CONNECTOR, OR APPROVED EQUALS.

TERMINATION/ ACCESS
ALL TRACER WIRE TERMINATION POINTS AT WATER SERVICE CURB STOPS AND SEWER SERVICE CLEANOUTS MUST UTILIZE AN APPROVED TRACER WIRE ACCESS BOX (ABOVE GROUND ACCESS BOX OR GRADE LEVEL/IN-GROUND ACCESS BOX AS APPLICABLE), SPECIFICALLY MANUFACTURED FOR THIS PURPOSE AS SPECIFIED BELOW FOR THE TYPE OF PIPELINE. ALL GRADE LEVEL/IN-GROUND ACCESS BOXES SHALL BE APPROPRIATELY IDENTIFIED WITH "SEWER" OR "WATER" CAST INTO THE CAP AND BE COLOR CODED. A MINIMUM OF TWO (2) FEET OF SERVICE LOOP WIRE IS REQUIRED IN ALL TRACER WIRE ACCESS BOXES AFTER MEETING FINAL ELEVATION. ALL TRACER WIRE ACCESS BOXES MUST INCLUDE A MANUALLY INTERRUPTIBLE CONDUCTIVE/CONNECTIVE LINK BETWEEN THE TERMINAL(S) FOR THE TRACER WIRE CONNECTION AND THE TERMINAL FOR THE GROUNDING ANODE WIRE CONNECTION. GROUNDING ANODE WIRE SHALL BE CONNECTED TO THE IDENTIFIED (OR BOTTOM) TERMINAL ON ALL ACCESS BOXES.

GROUNDING
TRACER WIRE MUST BE PROPERLY GROUNDED AT ALL DEAD ENDS/STUBS AND AT ALL CONNECTION POINTS TO EXISTING SYSTEMS WITHOUT TRACER WIRE. GROUNDING OF TRACER WIRE SHALL BE ACHIEVED BY USE OF A DRIVE-IN MAGNESIUM GROUNDING ANODE ROD WITH A MINIMUM OF 20 FEET OF #12 RED HDPE INSULATED COPPER CLAD STEEL OR SOLID COPPER WIRE CONNECTED TO ANODE (MINIMUM 1 LB.) SPECIFICALLY MANUFACTURED FOR THIS PURPOSE, AND BURIED AT THE SAME ELEVATION AS THE UTILITY. WHEN GROUNDING THE TRACER WIRE AT DEAD ENDS/STUBS, THE GROUNDING ANODE SHALL BE INSTALLED IN A DIRECTION 180 DEGREES OPPOSITE OF THE TRACER WIRE, AT THE MAXIMUM POSSIBLE DISTANCE. WHERE THE ANODE WIRE WILL BE CONNECTED TO A TRACER WIRE ACCESS BOX, A MINIMUM OF TWO (2) FEET OF SERVICE LOOP IS REQUIRED AFTER MEETING FINAL ELEVATION.

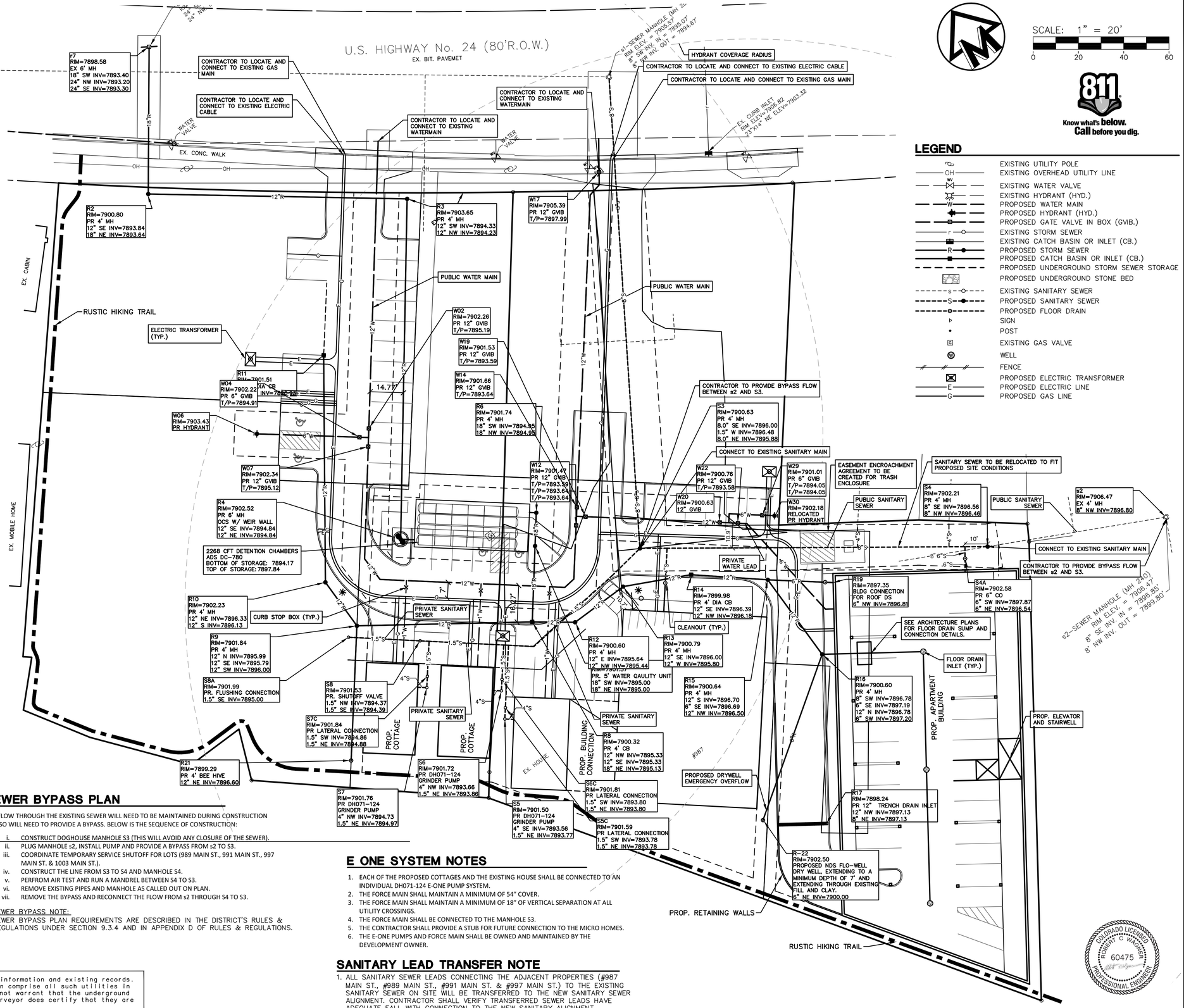
TRACER WIRE INSTALLATION SHALL BE PERFORMED IN SUCH A MANNER THAT ALLOWS PROPER ACCESS FOR CONNECTION OF LINE TRACING EQUIPMENT, PROPER LOCATING OF WIRE WITHOUT LOSS OR DETERIORATION OF LOW FREQUENCY (512HZ) SIGNAL FOR DISTANCES IN EXCESS OF 1,000 LINEAR FEET, AND WITHOUT DISTORTION OF SIGNAL CAUSED BY MULTIPLE WIRES BEING INSTALLED IN CLOSE PROXIMITY TO ONE ANOTHER. TRACER WIRE SYSTEMS MUST BE INSTALLED AS A SINGLE CONTINUOUS WIRE, EXCEPT WHERE USING APPROVED CONNECTORS. NO LOOPING OR COILING OF WIRE IS ALLOWED. ANY DAMAGE OCCURRING DURING INSTALLATION OF THE TRACER WIRE MUST BE IMMEDIATELY REPAIRED BY REMOVING THE DAMAGED WIRE, AND INSTALLING A NEW SECTION OF WIRE WITH APPROVED CONNECTORS. TAPING AND/OR SPRAY COATING ARE PROHIBITED. TRACER WIRE SHALL BE INSTALLED AT THE TOP HALF OF THE PIPE AND SECURED (TAPED/TIED) AT FIVE (5) FEET INTERVALS. TRACER WIRE MUST BE PROPERLY GROUNDED AS SPECIFIED.

AT ALL WATER AND WASTEWATER MAINLINE DEAD-ENDS, AND AT WATER SERVICE LINE CURB STOPS AND WASTEWATER SERVICE LINE CLEANOUTS CLOSEST TO THE PROPERTY BEING SERVED, TRACER WIRE SHALL GO TO GROUND USING AN APPROVED CONNECTION TO A DRIVE-IN MAGNESIUM GROUNDING ANODE ROD, BURIED AT THE SAME DEPTH AS THE SERVICE. (SEE GROUNDING) IF NO MAINLINE TRACER WIRE EXISTS AT A CONNECTION POINT, MAINLINE TRACE WIRE SHALL NOT BE CONNECTED TO EXISTING CONDUCTIVE PIPES. TREAT AS A MAINLINE DEAD END, GROUND USING AN APPROVED WATERPROOF CONNECTION TO A GROUNDING ANODE BURIED AT THE SAME DEPTH AS THE MAIN. ALL SERVICE LATERAL TRACER WIRE SHALL BE A SINGLE WIRE, CONNECTED TO THE MAINLINE TRACER WIRE USING A MAINLINE TO LATERAL LUG CONNECTOR, INSTALLED WITHOUT CUTTING/SPLICING THE MAINLINE TRACER WIRE. IN OCCURRENCES WHERE AN EXISTING TRACER WIRE IS ENCOUNTERED ON AN EXISTING UTILITY THAT IS BEING EXTENDED OR TIED INTO, THE NEW TRACER WIRE AND EXISTING TRACER WIRE SHALL BE CONNECTED USING APPROVED SPLICE CONNECTORS.

SANITARY SEWER SYSTEM
A MAINLINE TRACER WIRE MUST BE INSTALLED, WITH ALL SERVICE LATERAL TRACER WIRE PROPERLY CONNECTED TO THE MAINLINE TRACER WIRE, TO ENSURE FULL TRACING/LOCATING CAPABILITIES FROM A SINGLE CONNECTION POINT. TRACER WIRE ON ALL SEWER SERVICE LATERALS MUST TERMINATE AT AN APPROVED TRACER WIRE ACCESS BOX COLOR CODED GREEN AND LOCATED DIRECTLY ADJACENT TO THE SEWER SERVICE CLEANOUT CLOSEST TO THE STRUCTURE BEING SERVED. A GROUNDING ANODE SHALL BE INSTALLED BENEATH THE CLEANOUT AT THE DEPTH OF THE SERVICE. ACCESS BOX APPROVED MANUFACTURER: COPPERHEAD INDUSTRIES SNAKE-PIT OR APPROVED EQUAL.

ERWSD Standard Plan Notes

1. All materials, workmanship, and construction shall meet or exceed the standards and specifications set forth in the Eagle River Water and Sanitation District Rules and Regulations. Where there is conflict between these plans and the Rules and Regulations or any applicable standards, the more stringent standard shall apply. All work shall be inspected and approved by the ERWSD Inspector.
2. The contractor shall schedule a mandatory pre-construction meeting at the construction site a minimum of three (3) business days after the plans have been submitted. Participants shall include but are not limited to the Applicant, contractor, excavator, engineer, and the district representative. Construction may begin once the meeting has concluded, and the ERWSD Inspector has signed off.
3. The contractor shall have one (1) signed copy of the approved plans, one (1) copy of the appropriate criteria and specifications, and a copy of any permits and extension agreements needed for the job onsite at all times.
4. The contractor shall provide a complete bill of materials for all proposed water and wastewater infrastructure.
5. The contractor shall be responsible for all aspects of safety including, but not limited to, excavation, trenching, shoring, traffic control, and security.
6. If during the construction process conditions are encountered which could indicate a situation that is not identified in the plans or specifications, the contractor shall contact the ERWSD Inspector immediately.
7. The contractor shall submit traffic control plans as approved by the appropriate governing agency.
8. The contractor is responsible for providing all labor and materials necessary for the completion of the intended improvements shown on the drawings or as designated to be provided, installed, or constructed unless specifically noted otherwise.
9. The contractor shall be responsible for recording as-built information on a set of record drawings kept on the construction site and available to the ERWSD Inspector at all times. All as-built information shall be field surveyed under the direct care and supervision of a licensed Professional land Surveyor.
10. The contractor shall obtain locates prior to any excavation.
11. The contractor is responsible for any damage to any utility facilities as a result of their actions. The contractor shall make the required repairs immediately to the satisfaction of the affected utility.
12. Eagle River Water and Sanitation District does not guarantee the accuracy of the locations of existing pipelines, manholes, hydrants, valves and service lines. If field conditions are found to be different than shown on the plans, the contractor shall notify the inspector and design engineer immediately.
13. All trenching and backfill shall be in accordance with Appendix E of the ERWSD Rules and Regulations.



SEWER BYPASS PLAN

THE FLOW THROUGH THE EXISTING SEWER WILL NEED TO BE MAINTAINED DURING CONSTRUCTION AND SO WILL NEED TO PROVIDE A BYPASS. BELOW IS THE SEQUENCE OF CONSTRUCTION:

i. CONSTRUCT DOGHOUSE MANHOLE S3 (THIS WILL AVOID ANY CLOSURE OF THE SEWER).
ii. PLUG MANHOLE s2, INSTALL PUMP AND PROVIDE A BYPASS FROM s2 TO S3.
iii. COORDINATE TEMPORARY SERVICE SHUTOFF FOR LOTS (989 MAIN ST., 991 MAIN ST., 997 MAIN ST. & 1003 MAIN ST.).
iv. CONSTRUCT THE LINE FROM S3 TO S4 AND MANHOLE S4.
v. PERFROM AIR TEST AND RUN A MANDREL BETWEEN S4 TO S3.
vi. REMOVE EXISTING PIPES AND MANHOLE AS CALLED OUT ON PLAN.
vii. REMOVE THE BYPASS AND RECONNECT THE FLOW FROM s2 THROUGH S4 TO S3.

SEWER BYPASS NOTE:
SEWER BYPASS PLAN REQUIREMENTS ARE DESCRIBED IN THE DISTRICT'S RULES & REGULATIONS UNDER SECTION 9.3.4 AND IN APPENDIX D OF RULES & REGULATIONS.

E ONE SYSTEM NOTES

1. EACH OF THE PROPOSED COTTAGES AND THE EXISTING HOUSE SHALL BE CONNECTED TO AN INDIVIDUAL DH071-124 E-ONE PUMP SYSTEM.
2. THE FORCE MAIN SHALL MAINTAIN A MINIMUM OF 54" COVER.
3. THE FORCE MAIN SHALL MAINTAIN A MINIMUM OF 18" OF VERTICAL SEPARATION AT ALL UTILITY CROSSINGS.
4. THE FORCE MAIN SHALL BE CONNECTED TO THE MANHOLE S3.
5. THE CONTRACTOR SHALL PROVIDE A STUB FOR FUTURE CONNECTION TO THE MICRO HOMES.
6. THE E-ONE PUMPS AND FORCE MAIN SHALL BE OWNED AND MAINTAINED BY THE DEVELOPMENT OWNER.

SANITARY LEAD TRANSFER NOTE

1. ALL SANITARY SEWER LEADS CONNECTING THE ADJACENT PROPERTIES (#987 MAIN ST., #989 MAIN ST., #991 MAIN ST. & #997 MAIN ST.) TO THE EXISTING SANITARY SEWER ON SITE WILL BE TRANSFERRED TO THE NEW SANITARY SEWER ALIGNMENT. CONTRACTOR SHALL VERIFY TRANSFERRED SEWER LEADS HAVE ADEQUATE FALL WITH CONNECTION TO THE NEW SANITARY ALIGNMENT

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SCALE: 1" = 20'
0 20 40 60

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

LEGEND

- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT (HYD.)
- W — PROPOSED WATER MAIN
- PROPOSED HYDRANT (HYD.)
- PROPOSED GATE VALVE IN BOX (GVIB.)
- r — EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET (CB.)
- R — PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET (CB.)
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED UNDERGROUND STONE BED
- S — EXISTING SANITARY SEWER
- S — PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- W — WELL
- FENCE
- PROPOSED ELECTRIC TRANSFORMER
- E — PROPOSED ELECTRIC LINE
- G — PROPOSED GAS LINE

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MIDTOWN VILLAGE FINAL PUD

OVERALL UTILITY PLAN

18

DATE: 09/18/25
SHEET 18 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067UT1

JOB No. 20067
REVISIONS: REV. DATE

COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT (HYD.)
- PROPOSED WATER MAIN
- PROPOSED HYDRANT (HYD.)
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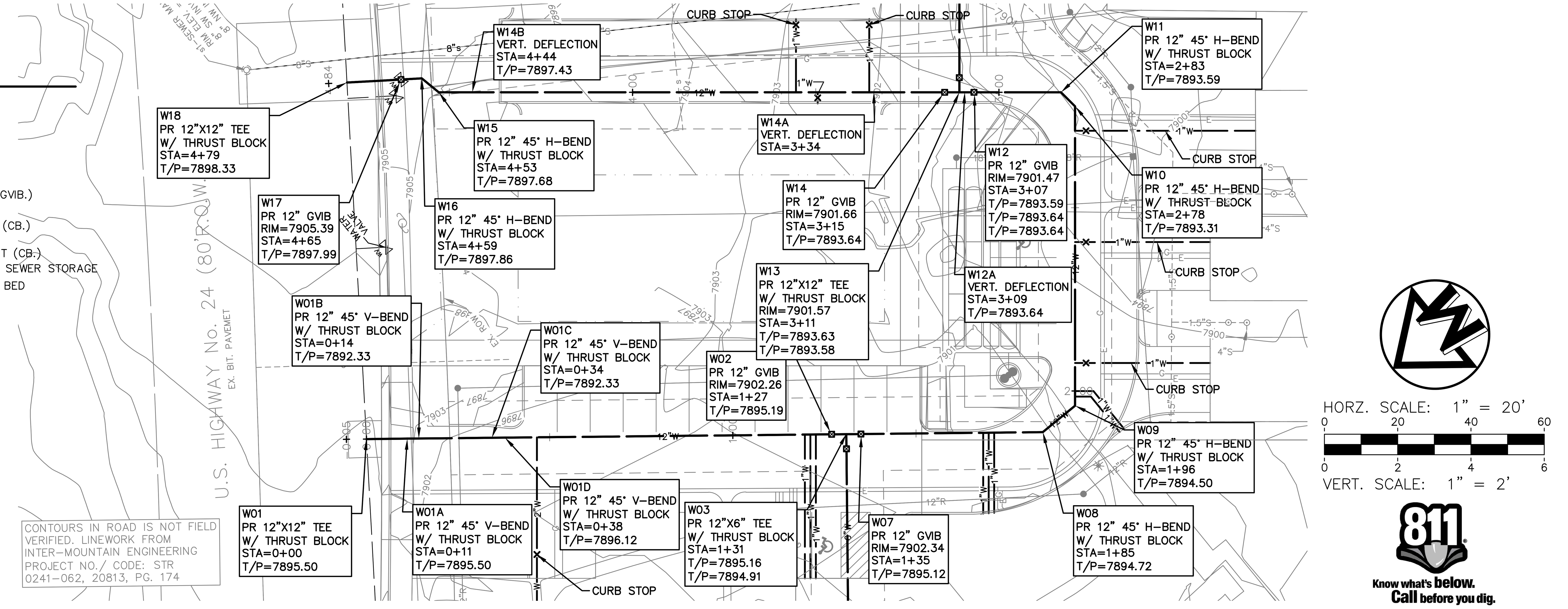
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED ELEC. TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE



HORZ. SCALE: 1" = 20'

VERT. SCALE: 1" = 2'

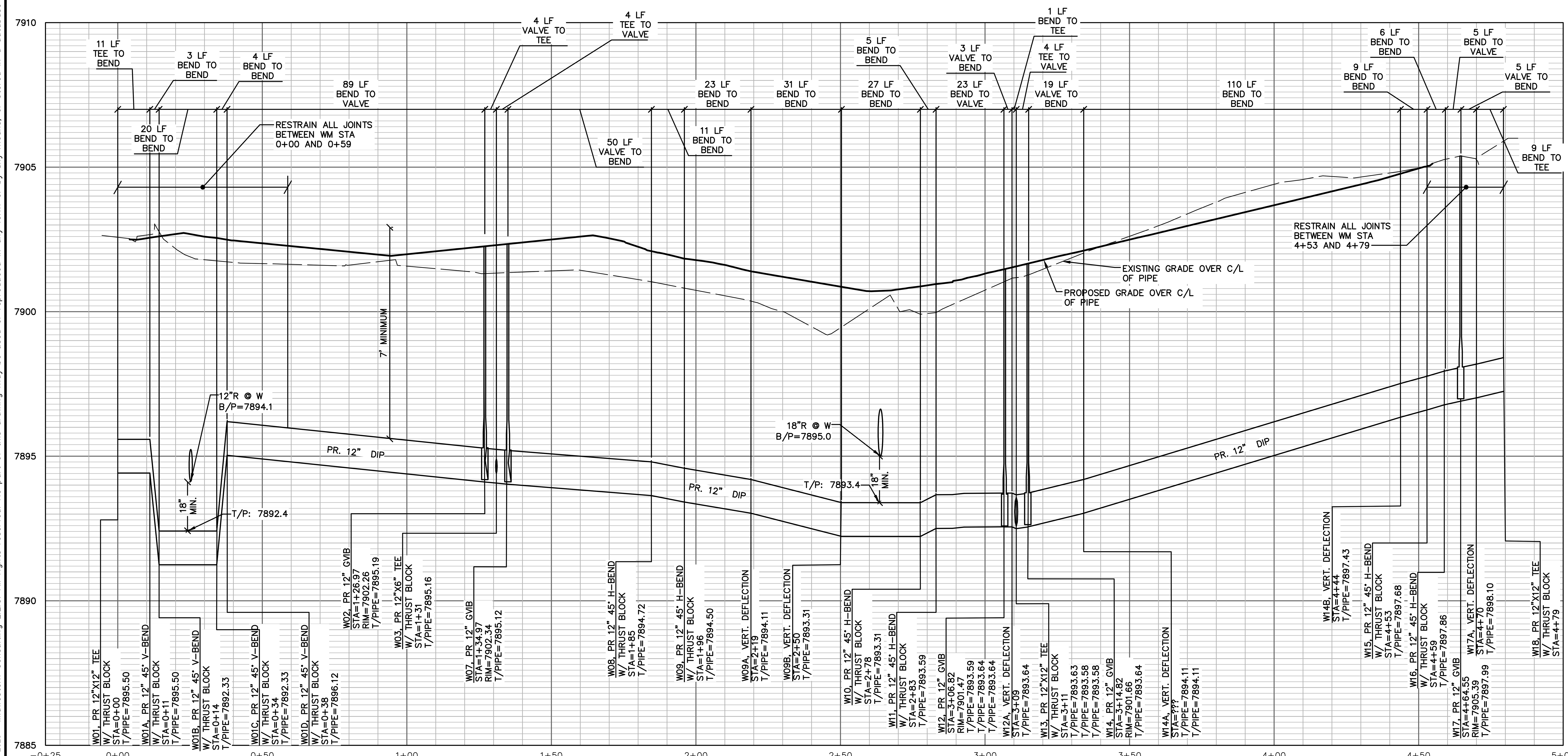
811 Know what's below. Call before you dig.

ERWSD Water Main Plan Notes

1. All water main construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. Water mains shall be a minimum of 8 inches in diameter, with the exception of fire hydrant laterals.
3. Water mains shall be installed with a minimum of 7 feet of cover and a maximum of 9.5 feet of cover to the top of pipe.
4. Pipe deflections shall not exceed pipe manufacturers maximum allowable deflection or values in EWRSD Rules and Regulations Appendix C- 2.6.9 Table C-1.
5. Ductile iron pipe water mains shall be encased in PE Wrap per ERWSD Rules and regulations Article C-3.2.9
6. Water mains shall have tracer wire installed meeting ERWSD requirements per ERWSD Rules and Regulations Appendix E-1.12
7. Water mains shall have water specific marking tape installed 24 inches above the water main.
8. Water mains shall be bedded per ERWSD Rules and Regulations Appendix E, Detail E-01.
9. Water mains parallel to non-potable water shall be installed a minimum of 10 feet away horizontally.
10. Water mains shall be tested in accordance with ERWSD Rules and Regulations Article 9.3.3.

ERWSD Water Service Line Plan Notes

1. All water service line construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. Each individually metered unit shall have its own independent water service line.
3. Residential water service lines should be 1 inch, 1.5 inches, or 2 inches, designed not to exceed a velocity of 10 ft/sec, and approved by the District Plan Review Engineer.
4. Water service lines shall be constructed along the shortest and straightest route possible.
5. Water service line taps shall be a minimum of 18 inches apart.
6. Prior to a new tap, any and all existing water service line stub outs shall be abandoned per ERWSD Rules and Regulations Appendix B-2.11.
7. ~~Water service lines that are 1 inch through 2 inch shall be copper or polyethylene and all water service lines 4 inches or greater shall be ductile iron. All materials must meet the requirements in ERWSD Rules and Regulations Appendix -B 2.1~~
8. Water service line curb stops shall be located within 1 foot of the property line, edge of ROW or edge of easement (whichever is closest to the water main).
9. Water service lines shall be installed with a minimum cover of 7 feet and a maximum cover of 9.5 feet to the top of the pipe.
10. Water service lines must be installed with tracer wire per ERWSD Rules and Regulations Appendix E-1.12.
11. Water service lines parallel to non-potable water shall be installed a minimum of 10 feet away horizontally.
12. Refer to ERWSD Rules and Regulations Appendix B section 2.3 for requirements at all crossings with non-potable water.



PRIVATE WM TEE TO TEE

NOTES

1. ALL WATER MAIN AND SERVICE LINE CONSTRUCITON SHALL BE IN ACCORDANCE WITH MINTURN AND ERWSD REGULATIONS. MINTURN REGULATIONS GOVERN, ERWSD REGULATIONS ARE SECONDARY.
2. ALL HYDRANT LATERALS SHALL BE RESTRAINED.
3. ALL WATER MAIN SHALL BE POLYETHYLENE WRAPPED DUCTILE IRON.
4. ALL WATER SERVICE LEADS SHALL BE TYPE K COPPER.

WATER MAIN SHUTDOWN NOTES

1. WATER MAIN SHUTDOWN NOTES ARE REQUIREMENTS.
2. THE TOWN, FIRE DEPARTMENT, AND ANY AFFECTED PROPERTIES SHALL BE PROVIDED WITH A "HEADS UP" NOTICE TWO WEEKS IN ADVANCE OF A SCHEDULED WATER SHUTDOWN.
3. THE TOWN, FIRE DEPARTMENT AND AFFECTED PROPERTIES SHALL BE PROVIDED WITH DIRECT 48 HOUR NOTICE IN ADVANCE OF A SHUTDOWN.
4. CONNECTIONS TO THE EXISTING WATER MAIN ARE LIMITED TO ONE SINGLE CONNECTION AT ANY ONE TIME.
5. THERE SHALL BE A MINIMUM OF ONE WEEK BETWEEN SCHEDULED SHUTDOWNS.
6. THE MAXIMUM TIME ALLOWED FOR ANY SHUTDOWN OF SERVICE IS 6 HOURS.
7. SHUTDOWNS ARE NOT ALLOWED ON FRIDAY.
8. PRIOR TO SCHEDULING A CONNECTION TO THE EXISTING WATER MAIN, THE CONTRACTOR SHALL CONFIRM WITH THE TOWN THAT TANK 2 IS IN SERVICE. IF TANK 2 IS NOT IN SERVICE, CONTRACTOR SHALL COORDINATE ANY NECESSARY FIRE PROTECTION REQUIREMENTS WITH THE FIRE DEPARTMENT.
9. MINTURN PUBLIC WORKS MUST BE ONSITE TO INSPECT EACH TIE-IN TO THE EXISTING MAIN.
10. THE TOWN SUGGESTS THAT THE MAIN BE EXPOSED THE DAY BEFORE THE TIE-IN TO MINIMIZE THE TIME REQUIRED FOR AN OUTAGE.
11. CDOT UTILITY PERMITS WILL BE REQUIRED FOR WORK IN THE US 24 RIGHT OF WAY. PERMITS SHALL BE PROVIDED AT FINAL PLAN.

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m:\civil3d_proj\20067\final site plan\20067PW1.dwg, 11/20/2025 4:34 PM, Colton M. Wallace, 19 WATER MAIN PLAN AND PROFILE VIEW 1, MCLLC PDF.pc3

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MIDTOWN VILLAGE FINAL PUD

WATER MAIN PLAN AND PROFILE VIEW 1

19

DATE: 09/18/25
SHEET 19 OF 45
CADD: KJV
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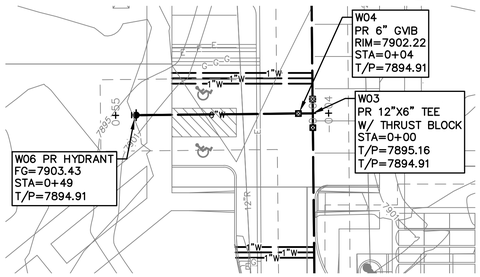
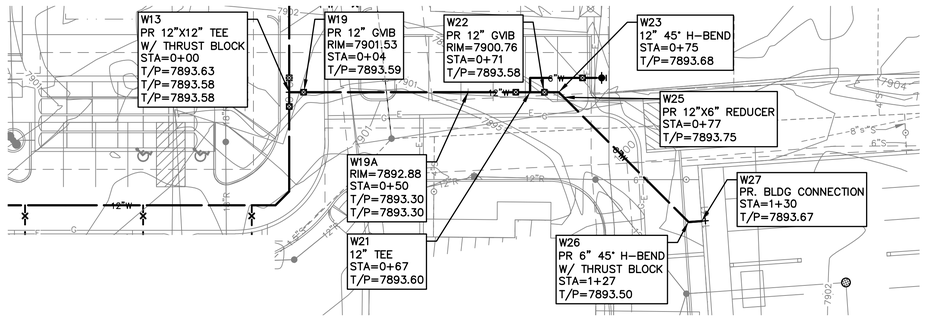
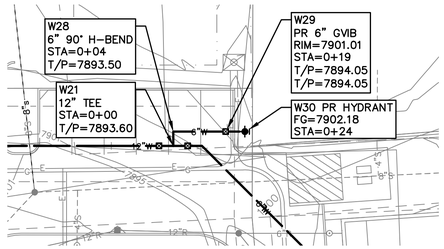
REVISIONS:
JOB No. 20067

COLORADO LICENSED ROBERT C WAGNER 60475 PROFESSIONAL ENGINEER

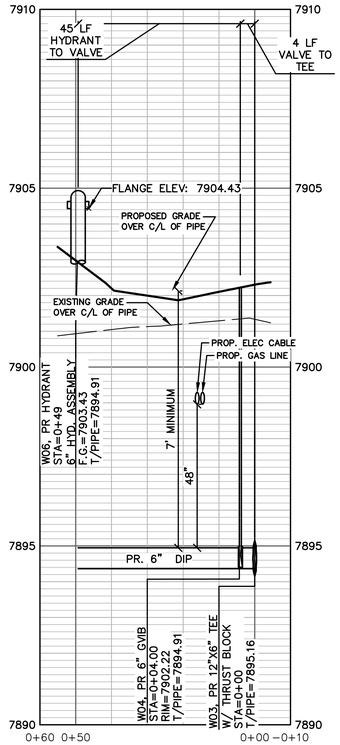




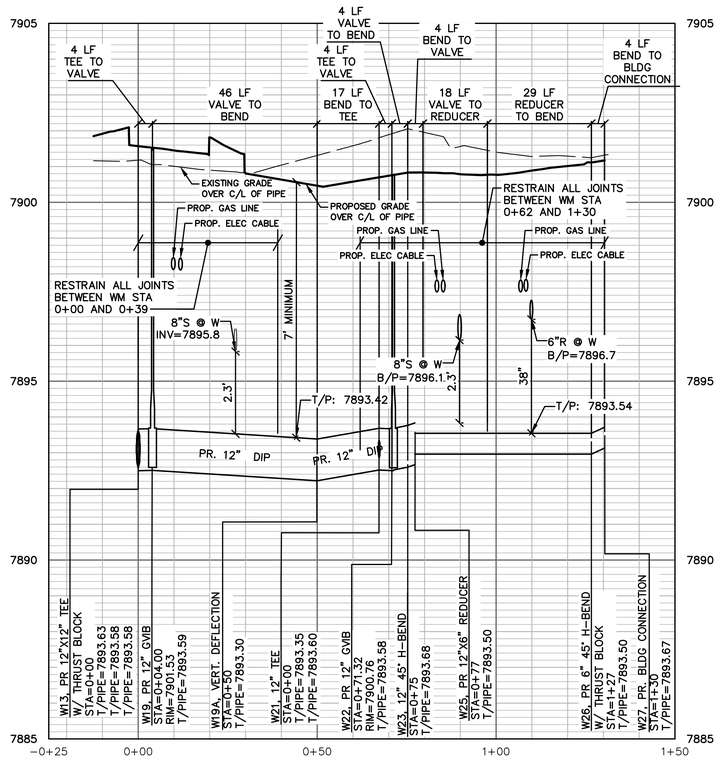


HORZ. SCALE: 1" = 20'
0 20 40 60
VERT. SCALE: 1" = 2'
0 2 4 6

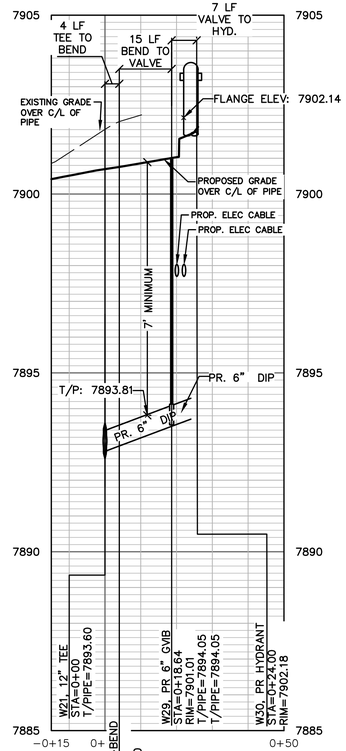
811
Know what's below.
Call before you dig.



PRIVATE WM TEE TO HYD 06



PRIVATE WM TEE TO APARTMENT BLDG



PRIVATE TEE TO HYD W23

ERWSD Water Main Plan Notes

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NOTES

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LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT (HYD.)
- PROPOSED WATER MAIN
- PROPOSED HYDRANT (HYD.)
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- EXISTING STORM SEWER
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- PROPOSED UNDERGROUND STORM SEWER STORAGE
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MIDTOWN VILLAGE FINAL PUD

WATER MAIN PLAN AND PROFILE VIEW 2

20

DATE: 09/18/25
SHEET 20 OF 45
CADD: KJV
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TECH:
FB: /20067PW1

JOB No. 20067
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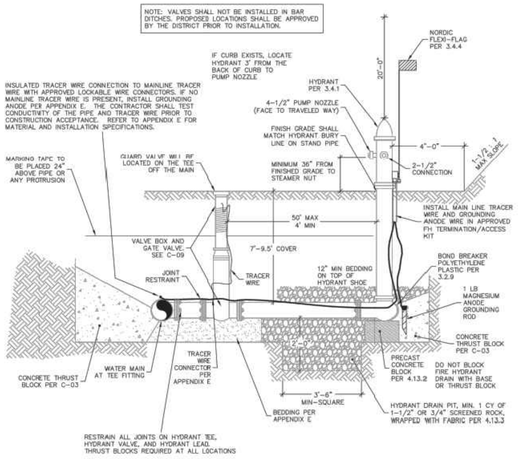
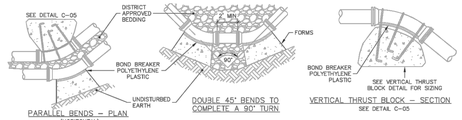


DETAIL
FIRE HYDRANT ASSEMBLY



200 PSI WORKING	REQUIRED MINIMUM BEARING SURFACE AREA (SF)					
	SIZE OF PIPE	BENDS				TEE OR DEAD END
		11-1/4°	22-1/2°	45°	90°	
	4"-8"	1.2	2.5	4.8	8.9	6.3
	10"	1.9	3.8	7.5	13.9	9.8
	12"	2.8	5.5	10.8	20.0	14.1
	16"	4.9	9.8	19.2	35.5	25.1
	18"	6.2	12.4	24.3	45.0	31.8
	20"	7.7	15.3	30.1	55.5	39.3
	24"	11.1	22.1	43.3	80.0	56.5

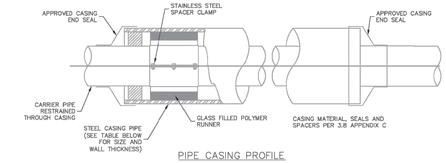
THE MINIMUM BEARING SURFACE AREAS ARE PROVIDED FOR 200 PSI WORKING PIPE PRESSURE + 50 PSI SURGE (250 PSI TOTAL) AND 2,000 PSF SOIL BEARING CAPACITY. IF PRESSURE IS HIGHER OR SOIL BEARING POTENTIAL LOWER, CONSULT DISTRICT.

250 PSI WORKING	REQUIRED MINIMUM BEARING SURFACE AREA (SF)					
	SIZE OF PIPE	BENDS				TEE OR DEAD END
		11-1/4°	22-1/2°	45°	90°	
	4"-8"	1.5	2.9	5.8	10.7	7.5
	10"	2.3	4.6	9.0	16.7	11.8
	12"	3.3	6.6	13.0	24.0	17.0
	16"	5.9	11.8	23.1	42.7	30.2
	18"	7.5	14.9	29.2	54.0	38.2
	20"	9.2	18.4	36.1	66.6	47.1
	24"	13.3	26.5	51.9	96.0	67.9

THE MINIMUM BEARING SURFACE AREAS ARE PROVIDED FOR 250 PSI WORKING PIPE PRESSURE + 50 PSI SURGE (300 PSI TOTAL) AND 2,000 PSF SOIL BEARING CAPACITY. IF PRESSURE IS HIGHER OR SOIL BEARING POTENTIAL LOWER, CONSULT DISTRICT.

GENERAL NOTES
1. MEGALUGS SHALL BE USED IN CONJUNCTION WITH ALL FITTINGS THAT REQUIRE THE USE OF THRUST BLOCKS.
2. REFER TO DISTRICT STANDARDS IN APPENDIX C SECTION 3.6 FOR REQUIREMENTS.
3. THRUST BLOCKS SHALL BE INSTALLED SO THAT ALL JOINTS ARE ACCESSIBLE. POLYWRAP FITTINGS PRIOR TO POURING THRUST BLOCK. EXTEND WRAP TO ENCLOSE ALL FITTINGS AND BOLTS.
4. ALL THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL & FORMS PER APPENDIX C 4.14.
5. BLOCK HEIGHT SHALL BE ESTABLISHED SUCH THAT THE CALCULATED BLOCK WIDTH IS BETWEEN ONE AND TWO TIMES THE HEIGHT.
6. BOND BREAKER PER APPENDIX C 3.2.10.

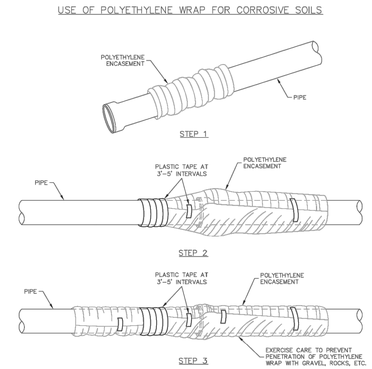
DETAIL
CONCRETE
THRUST BLOCKS



GENERAL NOTES
1. FOLLOW MANUFACTURER'S RECOMMENDATION, IF IN CONFLICT WITH ERWSD STANDARDS, USE MORE RESTRICTIVE SPECIFICATION.
2. CARRIER PIPE SHALL BE CENTERED AND ALL JOINTS RESTRAINED IN & THROUGH THE CASING PIPE.
3. WATER MAINS SHALL BE ENCASED SEPARATELY FROM OTHER UTILITIES.
4. ALL FASTENERS SHALL BE T-304 STAINLESS STEEL.
5. ALL CAD WELDS SHALL BE CONNECTED TO PIPE.
6. MAXIMUM DISTANCE BETWEEN SPACERS SHALL BE 6 FEET ON CENTER.

CARRIER PIPE NOMINAL #	CASING PIPE	
	MIN OD	MIN WALL THICKNESS
4"	12"	0.25"
6"	16"	0.3125"
8"	18"	0.3125"
12"	22"	0.375"
16"	28"	0.500"
20"	32"	0.500"

DETAIL
WATER CASING



FIELD INSTALLATION - POLYETHYLENE WRAP

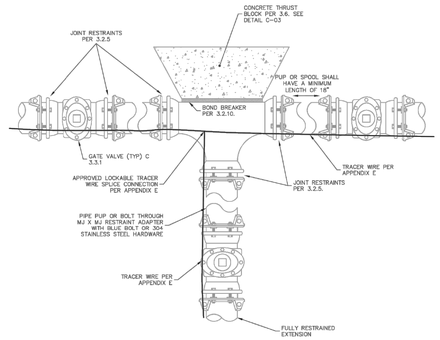
STEP 1 - PLACE POLYETHYLENE MATERIAL ON PIPE PRIOR TO LOWERING IT INTO PLACE.

STEP 2 - PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH TAPE TO HOLD THE POLYETHYLENE ENCASEMENT IN PLACE.

STEP 3 - OVERLAP FIRST TUBE WITH ADJACENT TUBE AND SECURE WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE SHALL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED ON TOP OF PIPE AND TAPED IN PLACE.

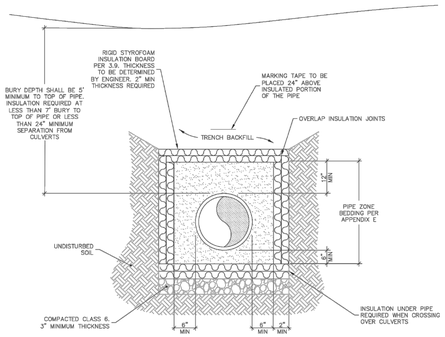
GENERAL NOTES:
1. ALL DUCTILE IRON PIPE REQUIRES THE USE OF POLYETHYLENE WRAP UNLESS APPLICANT SUBMITS A SOILS TEST INDICATING THAT NO CORROSIVE SOILS ARE PRESENT.
2. POLYETHYLENE ENCASEMENT PER APPENDIX C 3.2.10.

DETAIL
POLYETHYLENE WRAP



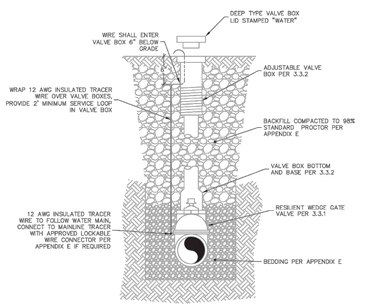
DETAIL
TEE

GENERAL NOTES
1. TEES SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS. ALL USES OF THIS APPLICATION SHALL REQUIRE PRIOR DISTRICT APPROVAL.
2. JOINT RESTRAINT DEVICES SHALL BE REQUIRED ON ALL TEE APPLICATIONS.
3. THRUST BLOCKS ALONE WILL NOT BE ACCEPTED AS A RESTRAINT.



DETAIL
MINIMUM COVER & CULVERT CROSSING INSULATION

GENERAL NOTES
1. CONDITION OF LESS THAN MINIMUM BURY DEPTH ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE DISTRICT PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DOES NOT MEET MINIMUM BURY REQUIREMENTS.
2. SEE SEWER AND WATER PIPE BEDDING DETAIL AND APPENDIX E FOR BACKFILL MATERIAL AND COMPACTION SPECIFICATIONS.
3. INSULATION SHALL BE INSTALLED ON ALL PIPES THAT DO NOT HAVE A MINIMUM OF 7' OF EFFECTIVE COVER. EFFECTIVE COVER SHALL BE DEFINED AS SEPARATION FROM COLD AIR SOURCES, INCLUDING STORM SEWERS. 1" OF INSULATION BOARD MAY BE SUBSTITUTED FOR EACH 1' OF SOIL COVER (MIN. 2" INSULATION) REQUIRED TO MEET THE MINIMUM COVER REQUIREMENT.
4. INSULATION SPECIFICATIONS PER APPENDIX C 3.9.



DETAIL
GATE VALVE &
VALVE BOX ASSEMBLY

GENERAL NOTES
1. VALVE BOX IS TO BE INSTALLED PLUMB, LEVEL, AND CENTERED ON 2" NUT.
2. IF THE DISTANCE FROM THE TOP OF THE OPERATING NUT TO THE TOP OF THE VALVE COVER IS GREATER THAN 9', A CENTERING RING AND EXTENSION STEM IS REQUIRED. THE EXTENSION MUST BE SECURED TO THE VALVE OPERATING NUT.

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WATER SERVICE DETAILS

21

DATE: 09/18/25
SHEET 21 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067DT1

JOB No. 20067
REVISIONS:
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m:\civil3d_proj\20067\final site plan\20067DT1.dwg, 11/20/2025 4:35 PM, Colton M. Wallace, 22 WATER CONSTRUCTION SPECIFICATIONS, MCLLC PDF.pc3
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WATER SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTIN SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

SECTION 1 - DISTRIBUTION SYSTEM DESIGN AND LAYOUT

1.01 - Fire Protection

The number and location of fire hydrants in a given area must be approved by the Eagle River Fire Protection District. Fire hydrant branch lines shall be set at right angles to street mains. The fire hydrant shall be set at the end of the branch line and shall face the direction as dictated per the Eagle River Fire Protection District. No horizontal bends or offsets shall be used in installing fire hydrant branch lines unless approved by the Eagle River Fire Protection District. Under no circumstances shall any size or manner of tap be made on a fire hydrant branch line between the hydrant and hydrant valve. The maximum length of 6-inch main line shall not exceed 50 feet. All fire hydrant valves shall be attached to the tee off of the main line. A fire hydrant shall be installed at the end of all dead end water mains. The Applicant shall install an approved fire hydrant marker on all fire hydrants. The Applicant shall perform all fire hydrant "flow tests." Results of flow tests shall be provided to the Town and to the Eagle River Fire Protection District. All costs associated with the "flow test" shall be borne by the Applicant. The Town shall witness and oversee the "flow test" in conjunction with other appropriate governmental agencies.

1.02 - Layout of the Distribution System

A. Fire Hydrants: Fire hydrant depths shall be 7-feet to 9.5-feet. All fire hydrants will be installed within dedicated streets, right-of-ways, or easements as herein above defined. Fire hydrants shall be installed at locations approved by the Eagle River Fire Protection District and at the end of all dead-end line extensions.

SECTION 2 - MATERIAL SPECIFICATIONS

2.01 - Pipe and Fittings

All pipe and fittings used in the Town's System shall meet or exceed the latest AWWA Specifications and follow the guideline lines set forth below:

A.Tapping Sleeves: Wet taps shall only be made with the use of a tapping sleeve. The Town will allow epoxy-coated Mueller H304 (250 psi working pressure) or equivalent. No tapping sleeves will be allowed for any application with a working pressure of 150 psi or higher. For those applications where working pressure exceeds 150 psi, the Town will require the use of a tee.

2.02 - Fire Hydrants

A.Fire Hydrants: Fire hydrants shall be Mueller Centurion A423 Mountain Hydrant, which conforms to AWWA Standard C502 with a working pressure of 250 psi. They also shall be six-inch (6") mechanical joint inlet, minimum 5¼ inches, compression-type main valve that closes with pressure, two 2½-inch hose nozzles, one 4½-inch pump nozzle, nozzle threads ANSI B26. Nozzles must be easily replaceable in the field with standard tools. Operating and cap nuts must be 1½-inch, Number 17 National Standard hex main valve that open to the left. An arrow cast on top of hydrant shall indicate direction of opening. There shall be a breakable section that permits clean break at or near ground level, preventing water loss in case of breakage. Working parts must be removable for maintenance or repair without excavation. Also required are operating mechanism non-wetting, oil reservoir lubricated, with O-ring seals and barrel drain bronze mounted with at least two (2) outlets, which operate automatically with main valve. Fire hydrants must be installed at the end of all main lines. Finish grade around the fire hydrant shall be a minimum of six inches (6") to a maximum of twelve inches (12") below the flange for the final grade and paving inspection.

B.Fire Hydrant Extension Sections: New Installations: Defined as new main extensions throughout the one-year (1) warranty period. All new installations shall be installed at the standard 7-foot to 9.5-foot of cover measured from the top of the pipe to finish grade. All fire hydrants shall consist of a single solid shaft. No fire hydrant extensions will be allowed. Any special circumstance will require written approval from the Town prior to installation.
Existing Fire Hydrants: No more than one (1), two-foot (2') long, fire hydrant grade extension (extension section) shall be used or installed on fire hydrant assemblies. All hydrants shall be installed with a guard valve to isolate the hydrant for repair while maintaining service to main. No service line taps will be allowed between the guard valve and hydrant. Guard valves shall be installed on the tee off of the water main. The maximum distance from the guard valve to the fire hydrant shall not exceed fifty feet (50'). Fire hydrants shall be installed at the end of all dead-end mains.

C.Fire Hydrant Marker Flags: The Applicant shall purchase and install fire hydrant marker flags for all newly constructed fire hydrants. The required flag is a Nordic Flex Flag, FF2-72 inches.D.Fire Hydrant Depth of Bury: Fire hydrant depth of bury will conform to Manufacturer's requirements.

2.03 - Service Lines

The following represents the requirements for service line construction:

A.Copper Tubing: Copper Tubing Shall be Type K, soft copper. Connections are to be compression or silver-soldered.

B.Corporation Stops: Mueller 300 Ball Valve Number B-25008 or B25028, AWWA C800 constructed of all brass construction with compression connection.
McDonald Number 4701 BT, AWWA C800.

Ford cc/comp FB-1000-G

Ford IPS/Comp FB-1100-G

C.Curb Stops: Mueller 300 Ball Curb Valve No. B25209, Ford B44, or McDonald 6100 T. Curb stops must have compression end connections, AWWA C800.

D.Curb Boxes: For curb stops up to 1": Mueller H10314 with 89982 lid or McDonald 5601 with 5601L lid. For curb stops larger than 1": Mueller H10314 with 89982 lid and Tyler 6500 Series Enlarged Base #144809 or McDonald 5603 with 5601L lid. Shaft diameter shall be 1" and the top of the shaft shall be a minimum of 18" from final grade and lid.

E.Saddles: Ductile Iron Saddle: Mueller DE2A, JCM-402, Smith & Blair 313, Ford F202, McDonald 3825, 3826 or equal and approved by the District. The saddle must have a double flat strap design with ductile iron body. Said saddle must conform to AWWA C800.

F.Turn-On/Turn-Off of Service: All routine turn-on and turn-off of water service at a curbstop shall be performed only by Town personnel. During emergencies, a customer may turn-off the water service at the curb stop valve. The Town shall be notified of the turn-off and the circumstances at the earliest time. Only Town personnel shall turn-on the water service.

G.Repair of Service Line: Leaks, breaks and general maintenance of the water service line shall be the responsibility of the customer. The customer shall be given notice by first- class mail, that the water service line is defective and in need of repair. Customer shall institute repair or maintenance immediately. If satisfactory progress toward repairing the service line has not been completed in a timely manner or the Town determines that environmental or property damage is being caused, the Town shall shut off the water service until the service line has been repaired. In addition, the Town shall have the right to affect the repair, and the costs therefore shall constitute a lien on the property as provided for by C.R.S., 32-1-1001.

2.04 - Granular Bedding

Two types of bedding material are allowed: Screened rock and soil or select imported material, meeting the following gradation specification table:

TABLE 5.01

Sieve Size	Total Percent Passing by Weight	Screened Rock	Soil or Select Import
1½ inch maximum,			
and maximum of 10% of pipe diameter to ⅓ inch	100	100	
No. 4	0 to 10	30 to 100	
No. 200	0 to 10	0 to 50	

Minimum compaction requirement
Tamp to spring line to fill voids below pipe haunches — 90% of Standard Proctor placed at ± 3% of Optimum Moisture

The maximum particle size of pipe bedding should generally not exceed 1½ inches or 10 percent of the nominal pipe diameter, whichever is less. Bedding for small pipe such as service lines should generally have a maximum particle size not exceeding ¾ inch.

Screened rock used for waterline or sewer pipe bedding should be crushed, angular material that meets the requirements of ASTM D 2321, Class IA bedding material. The material should have not more than 10 percent passing the No. 4 (4.75 millimeter) screen, and less than 5 percent passing the No. 200 (75 micrometer) screen. The bedding should be tamped under the haunches of the pipe to spring line. Where future excavation is anticipated, the sloughing properties of screened rock when unconfined should be taken into consideration. The Town may require soil or select import. Where groundwater may be present, the use of screened rock for bedding is prohibited.

Compacted pipe bedding should meet the requirements of ASTM D 2321, Class IB, Class II, or Class III bedding material. The material should have a minimum of 30 percent passing the No. 4 screen and less than 50 percent passing the No. 200 screen. Class 6 aggregate base course per CDOT Table 703.2 conforms to this gradation criteria. The bedding should be compacted to a minimum of 90 percent at +/- 3 percent of optimum moisture content, referencing Standard Proctor (ASTM D698, AASHTO T99). Material containing 10 to 30 percent passing the No. 4 screen can be used with the following considerations: materials in this range can be expected to possess properties similar to screened rock except that compaction will be required and materials in this range may be too free-draining to be testable for compaction by ASTM D698. Flow-fill, a ½ sack (50 pounds) per cubic yard lean concrete mix as defined in the CDOT 1999 Standard Specifications for Road and Bridge Construction, Section 206.02, may be used as bedding where a combination of ease of placement, low permeability, and unconfined stability is desired.

Additional Requirements:

•Bedding materials shall be free of topsoil, organic materials, frozen matter, debris, or other deleterious materials.

•Flow-fill as specified by CDOT 1999 Standard Specifications, Section 206.02, may be used with Town approval.

•Ductile Iron Pipe may be required to be encased in loose polyethylene in conformance with ANSI/AWWA C105/A21.5 installation methods, unless site soils and proposed bedding materials are determined to be non-corrosive to iron pipe when evaluated according to Appendix A of ANSI/AWWA C105/A21.5.

•Materials not meeting these requirements shall be used only with prior written approval of the Town.

In specific areas, such as where access is extremely limited, the use of on-site materials may be allowed, and, when used, must be on-site 1½ inches minus well-graded screened material, free from organic materials, chunks of soil, frozen material, debris, or other suitable materials. Use of on-site bedding material must have prior written Town approval.

2.05 - Marking Tape

The installation of "blue" marking tape is required on all water mains and service lines. The tape shall be installed approximately twenty-four inches (24") above the main or line. The tape shall meet the following specifications:

1.Four (4) mil thick PVC material.2.Solid "blue" color with black lettering.3.Six inches (6") in width.

SECTION 3 - PIPE INSTALLATION

3.01 - Fire Hydrants

A.Installation: The location of all hydrants shall be staked. Final location and grade shall be in accordance with the approved drawings. Offset stakes not farther than 12 feet from the fire hydrant are acceptable. All hydrants shall stand plumb. Each hydrant shall be connected to the main by a six-inch (6") branch line. An independent six-inch (6") gate valve shall be installed on the tee off of the water main. It is the intention of the Town to limit the length of the six-inch (6") branch line servicing the fire hydrant to 50 feet. If the length of the branch line extends beyond 50 feet, an eight-inch (8") main with an eight-inch (8") by six-inch (6") concentric reducer shall be used from the main until a point 50 feet from the hydrant is reached. At that point, a six-inch (6") branch line may be extended to the fire hydrant. No service line connections shall be installed between the fire hydrant and the fire hydrant guard valve. No service line connections shall be made on the six-inch (6") branch line servicing the fire hydrant.

B.Anchorage: The shoe of each hydrant shall be well braced against the un-excavated earth at the end of the trench with a concrete thrust block. Care shall be taken not to cover the weep holes with concrete. The bottom of the hydrant bowl and the hydrant valve shall be supported with minimum 18 x 8 x 4-inch precast concrete blocking slabs or a Town approved equal. The hydrant assembly shall require megalug restraints.

C.Drainage: Wherever a hydrant is set, drainage shall be provided at the base of the hydrant by placing approved granular bedding material from the bottom of the trench, to at least 12 inches above the barrel flange of the hydrant, and as shown on the typical fire hydrant detail. The minimum distance from the bottom of the trench to the bottom of the hydrant elbow shall be six inches (6"). The minimum of approved granular bedding material placed therein shall be 1/3 cubic yards.D.Clearances: The minimum clearances around all fire hydrants shall be: ten feet (10') in the front, seven feet (7') on the sides, four feet (4') on the back, and 20 feet above.

E.Operation of Fire Hydrant: The required operational position of a fire hydrant is either fully opened or fully closed. The guard valve shall control any restriction of flow. The restriction of flow, through a fire hydrant, by means of the "operating nut" is strictly prohibited.

3.02 - Connection to the Town System

A.Connections: Connections to the Town system shall be in a neat and workmanlike manner. The connection shall be inspected and approved by the Town. Under no circumstances shall a non-disinfected main, which cannot be isolated, be connected to an existing distribution main in service.

B.Tapping Existing Mains: Main Line Connections: Unless otherwise approved by the Town, all main line connections shall be made by means of a tee.

Service Taps/Stubouts: During new main line construction, service line stubouts may only be installed after the required tests have been completed and approved by the Town. Stubouts shall be installed by the main line Contractor. Stubouts shall terminate at the curb stop valve. Curb stop valves shall be installed at the property line or edge of easement. The minimum separation distance between service line taps on the main shall be 18 inches.

The Contractor shall install all new service line taps. All tees/taps shall be witnessed and approved by the Town. Any tap preformed without a Town inspection and approval shall be considered "illegal system tampering" and punished in accordance with the provisions of Section 1-4-20 of this Code for each offense. Each day any person is in violation of Chapter 13 of the Minturn Municipal code and shall constitute a separate offense. (Ord. 7-2018 , §4)

SECTION 4 - CONSTRUCTION ACCEPTANCE

4.01 - Requirements

A.Field Maintenance Inspections

1.Fire Hydrant (To Grade and Operated). The fire hydrant shall be straight and plumb, and shall be operated with proper drainage. See Fire Hydrant Assembly detail.

2.Rough Grade Inspection. Above-ground attributes are to be in a reasonable grade so as not to allow standing water to accumulate on top of or allow drainage into the attributes of the system. All attributes within the road right-of-way/easement shall be protected from traffic, equipment, etc.

3.Warranty Period. During the 1-year warranty period that begins at Construction Acceptance, the Town will test the integrity of the telemetry and cathodic protection systems. Remedial repair and subsequent testing will be made by the applicant.

4.Redline Submittal. A redline submittal will be required to be made from the contractor to the engineer in order to facilitate the completion of as-builts in a timely manner.

SECTION 5 - FINAL ACCEPTANCE

5.01 - Requirements

The following items shall be required to be submitted to the Town for approval prior to Final Acceptance. Once these items have been received, reviewed, and approved by the Town Administrator, Final Acceptance may occur.

A.Final Grade and Paving Inspection: All system attributes shall be fully operational and meet Town Standards. Back lot access shall meet Town Standards. The ring and cover shall be centered over the cone section. All system attributes shall meet or exceed Town Standards.

B.Drawings of Record: Field measured Drawings of Record shall be submitted to the Town in the specific format as required by the Town. The Drawings of Record shall include, but not be limited to, all attribute information including main lengths, all bends (horizontal and vertical), valves, hydrants, materials, pipe diameters, encasement, insulation, pipe deflections, and service line information which shall include size, location of line, tap and curb stop. Water and Sewer Drawings of Record shall be submitted on the same drawing. The submittal will contain the swing ties for service lines. The Town requires a digital format using District formatting (AutoCAD Release 14 or newer), and three (3) black line copies of the field-measured Drawings of Record. The Drawings of Record shall also depict the established easement for each line segment with reference to the specific Town of Minturn recording information. Construction drawings will not be accepted as Drawings of Record.

C.Final Inspection: The District shall perform a final walk-through inspection prior to Final Acceptance. The purpose of this inspection is to determine if any changes have occurred since the final grade and paving inspection that would negatively effect the operation of the system. The owner or the owner's designated representative is required to accompany the Town's Inspector during this final inspection

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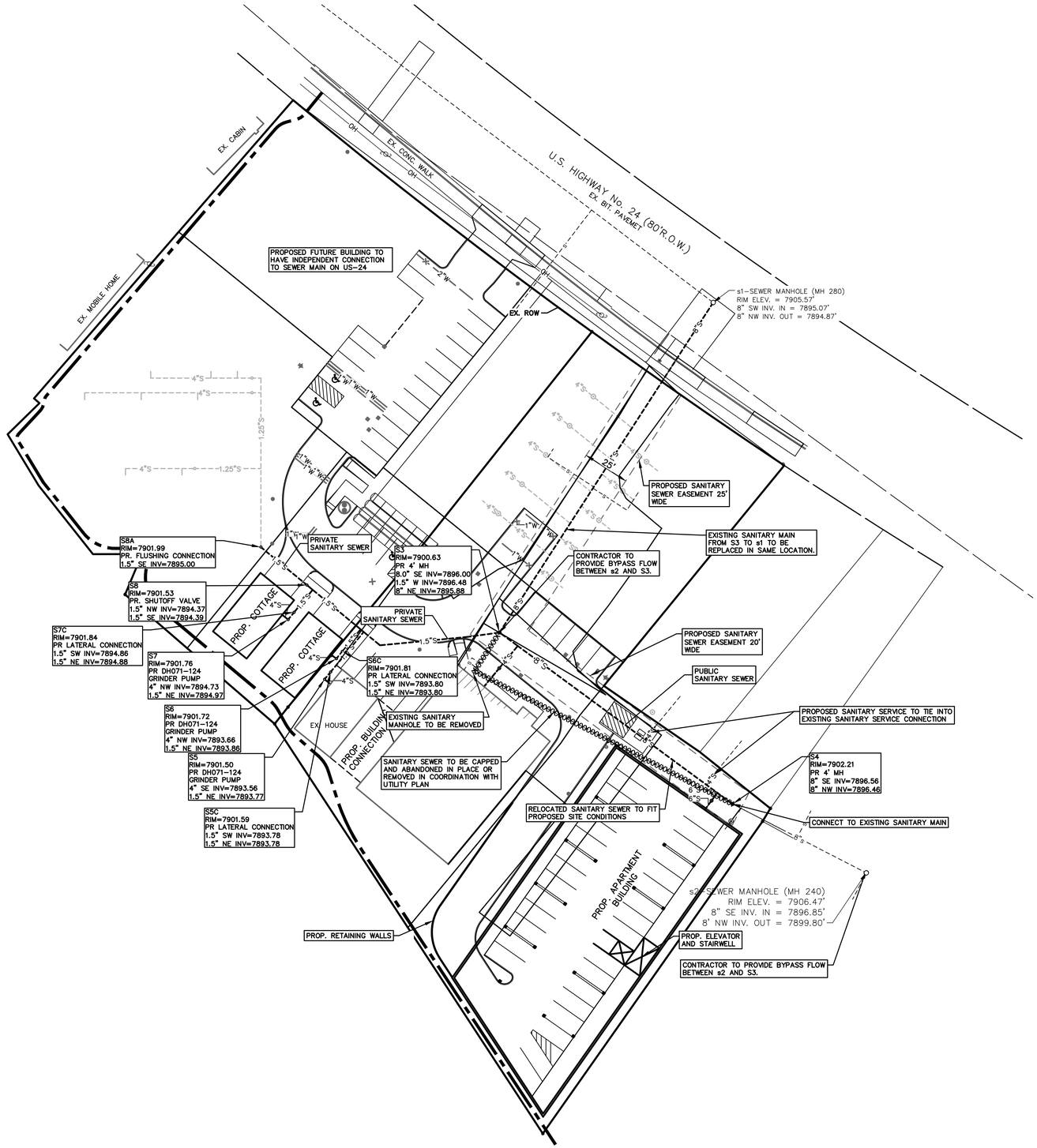

SCALE: 1" = 30'

0 30 60 90

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

LEGEND

- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- S — EXISTING SANITARY SEWER
- S — PROPOSED SANITARY SEWER PHASE 1
- S — PROPOSED SANITARY SEWER PHASE 2, 3 & 4
- PROPOSED FLOOR DRAIN
- RELOCATE EXISTING SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED PAVEMENT REMOVAL

E ONE SYSTEM NOTES

1. EACH OF THE PROPOSED COTTAGES AND THE EXISTING HOUSE SHALL BE CONNECTED TO AN INDIVIDUAL DH071-124 E-ONE PUMP SYSTEM.
2. THE FORCE MAIN SHALL MAINTAIN A MINIMUM OF 54" COVER.
3. THE FORCE MAIN SHALL MAINTAIN A MINIMUM OF 18" OF VERTICAL SEPARATION AT ALL UTILITY CROSSINGS.
4. THE FORCE MAIN SHALL BE CONNECTED TO THE MANHOLE S3.
5. THE CONTRACTOR SHALL PROVIDE A STUB FOR FUTURE CONNECTION TO THE MICRO HOMES.
6. THE E-ONE PUMPS AND FORCE MAIN SHALL BE OWNED AND MAINTAINED BY THE DEVELOPMENT OWNER.

SEWER BYPASS PLAN

THE FLOW THROUGH THE EXISTING SEWER WILL NEED TO BE MAINTAINED DURING CONSTRUCTION AND SO WILL NEED TO PROVIDE A BYPASS. BELOW IS THE SEQUENCE OF CONSTRUCTION:

i. CONSTRUCT DOGHOUSE MANHOLE S3 (THIS WILL AVOID ANY CLOSURE OF THE SEWER).
ii. PLUG MANHOLE s2, INSTALL PUMP AND PROVIDE A BYPASS FROM s2 TO S3.
iii. COORDINATE TEMPORARY SERVICE SHUTOFF FOR LOTS (989 MAIN ST., 991 MAIN ST., 997 MAIN ST. & 1003 MAIN ST.).
iv. CONSTRUCT THE LINE FROM S3 TO S4 AND MANHOLE S4.
v. PERFROM AIR TEST AND RUN A MANDREL BETWEEN S4 TO S3.
vi. REMOVE EXISTING PIPES AND MANHOLE AS CALLED OUT ON PLAN.
vii. REMOVE THE BYPASS AND RECONNECT THE FLOW FROM s2 THROUGH S4 TO S3.

SEWER BYPASS NOTE:
SEWER BYPASS PLAN REQUIREMENTS ARE DESCRIBED IN THE DISTRICT'S RULES & REGULATIONS UNDER SECTION 9.3.4 AND IN APPENDIX D OF RULES & REGULATIONS.

ERWSD Wastewater Main Plan Notes

1. All wastewater main construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. Wastewater mains shall be a minimum of 8 inches in diameter.
3. Wastewater mains shall be installed with a minimum cover of 4.5 feet and a maximum cover of 14 feet to the top of the pipe.
4. Wastewater mains shall have tracer wire installed per ERWSD Rules and Regulations Appendix E1.12.
5. Wastewater mains shall be bedded per ERWSD Rules and Regulations Appendix E, Detail E-01.
6. Wastewater mains shall be installed a minimum of 10 feet horizontally away from potable water.
7. Wastewater mains must be tested in accordance with ERWSD Rules and Regulations Article 9.3.3.

ERWSD Wastewater Service Line Plan Notes

1. All wastewater service line construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. Each individually metered unit shall have its own independent wastewater service line.
3. Wastewater service lines shall be constructed along the shortest and straightest route possible.
4. Wastewater service lines shall have a clean out within 3 feet of the structure, every 100 feet, and at every change of direction greater than 45 degrees. Clean outs shall be placed outside the ROW whenever possible.
5. Wastewater service line connections shall be a minimum of 18 inches apart, shall be no closer than 10 feet outside of a manhole and shall be made with a wye.
6. Wastewater service lines shall be PVC and meet the requirements in ERWSD Rules and Regulations Appendix B 3.1.
7. Wastewater service lines shall be installed with a minimum cover of 4.5 feet and a maximum cover of 13 feet to the top of the pipe.
8. Wastewater service lines shall be installed with tracer wire per ERWSD Rules and Regulations Appendix E 1.12.
9. Wastewater service lines parallel to potable water shall be installed a minimum of 10 feet away horizontally.
10. Refer to ERWSD Rules and Regulations Appendix B section 2.3 for requirements at crossings with potable water.

NOTE

1. ALL SANITARY SEWER LEADS CONNECTING THE ADJACENT PROPERTIES (#991 MAIN ST., #997 MAIN ST. & #1003 MAIN ST.) TO THE EXISTING SANITARY SEWER ON SITE WILL BE TRANSFERRED TO THE NEW SANITARY SEWER ALIGNMENT. EXISTING LEADS TO BE ABANDONED AT MAIN AND REPLACED WITH CONNECTIONS TO PROPOSED SANITARY SEWER. VERIFICATION OF THE ELEVATIONS AND THE ABILITY OF THE SERVICE LINES TO GRAVITY FLOW TO THE MAIN MUST BE CONFIRMED PRIOR TO THE ABANDONMENT OF THE EXISTING MAIN. IF IT IS FOUND THAT ADEQUATE FALL IS NOT POSSIBLE WITH THE NEW SEWER MAIN ALIGNMENT, THE CONTRACTOR IS TO STOP WORK AND NOTIFY THE ENGINEER AND DISTRICT IMMEDIATELY FOR REDESIGN.
2. CONTRACTOR SHALL VERIFY TRANSFERRED SEWER LEADS HAVE ADEQUATE FALL WITH CONNECTION TO THE NEW SANITARY ALIGNMENT
3. FACTORY WYES SHALL BE USED FOR ALL SERVICE LINE CONNECTIONS
4. ALL PROPOSED SANITARY SERVICE LINES SHALL BE SDR-26/PS115
5. PROPOSED SANITARY SEWER PHASE 2, 3 & 4 SHOWN IN GRAY ARE EXCLUDED FROM APPROVAL IN THIS PLAN.

COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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OVERALL SEWER PLAN

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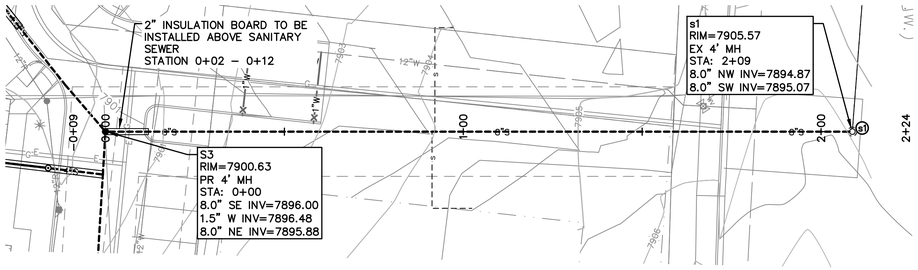
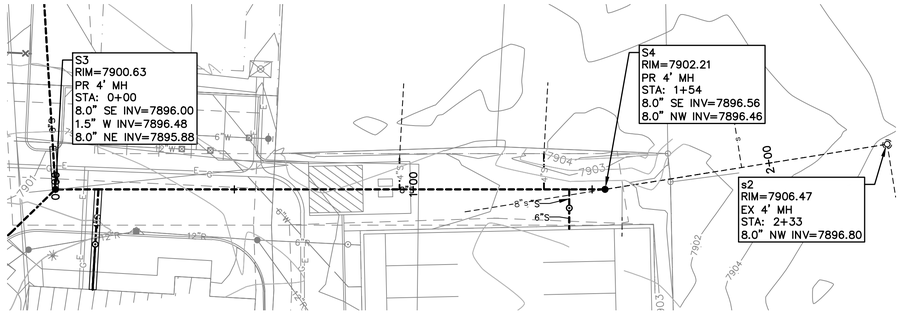
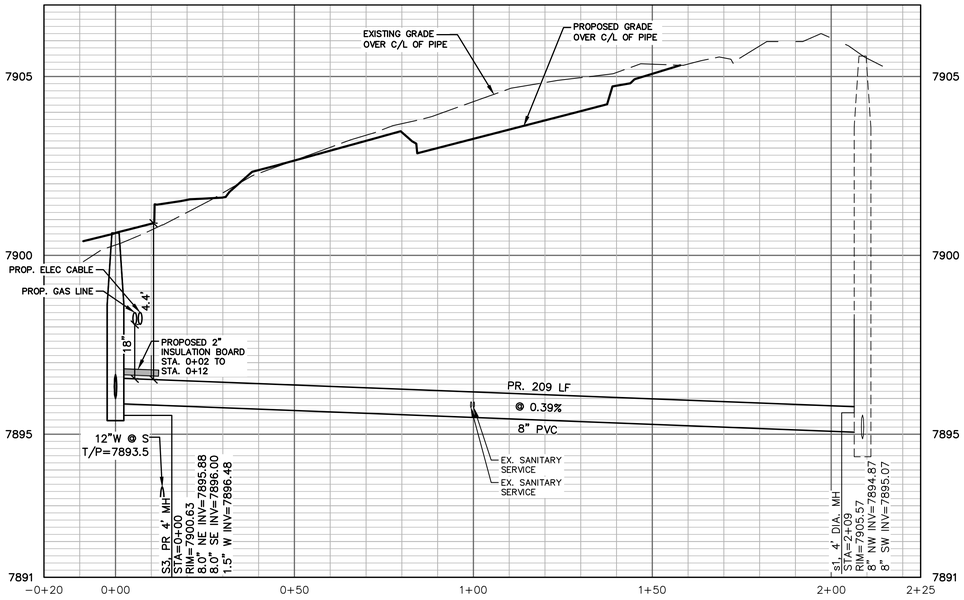


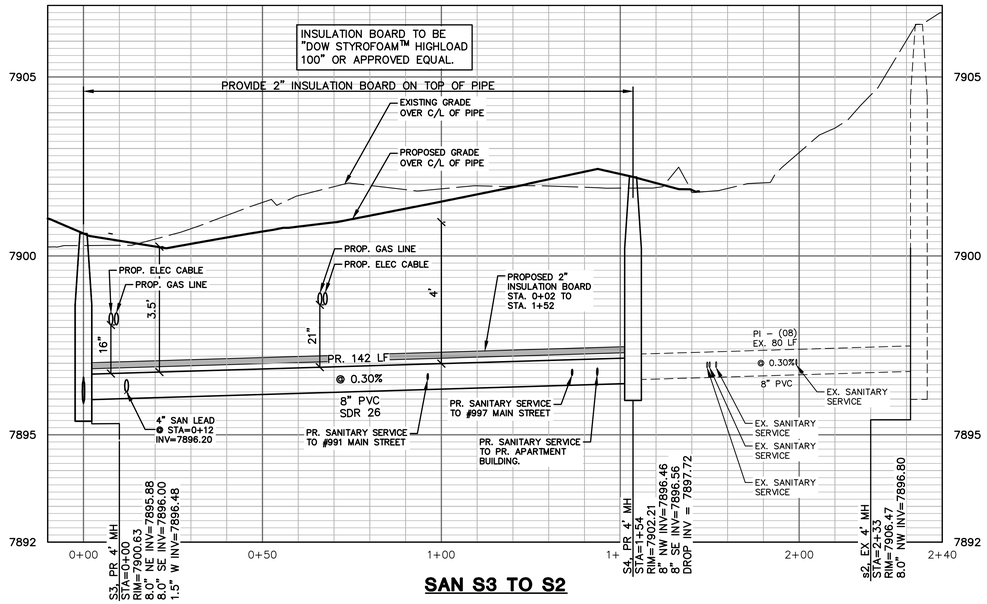


HORZ. SCALE: 1" = 20'
0 20 40 60
VERT. SCALE: 1" = 2'
0 2 4 6

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



SAN S3 TO S1



SAN S3 TO S2

SANITARY STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	TYPE OF CASTING
s2	4' DIAM. MH	7906.47	8.0" NW 7896.80	9.98	TYPE D–01 MANHOLE
S3	4' DIAM. MH	7900.63	8.0" SE 7896.00 1.5" W 7896.48 8.0" NE 7895.88	4.75	TYPE D–01 MANHOLE
S4	4' DIAM. MH	7902.21	8.0" SE 7896.56 8.0" NW 7896.46	5.75	TYPE D–01 MANHOLE

NOTE

1. INSULATION BOARD SHALL BE DOW STYROFOAM HIGHLOAD 100, OWENS CORNING FOAMULAR 1000 OR APPROVED EQUAL
2. FACTORY WYES SHALL BE USED FOR ALL SERVICE LEAD CONNECTIONS
3. ALL PROPOSED SANITARY SERVICE LEADS SHALL BE SDR–26/PS115

THE BASE SURVEY WAS PREPARED BY GORE RANGE SURVEYING, LLC, DATED 11/1/21. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

BENCHMARKS

BM#1 – DESCRIPTION
ELEV=7900.37 (NAVD88)

EXISTING SANITARY SEWER MANHOLE AT THE CENTER OF THE SOUTH PROPERTY.

As-Built Requirements
See ERWSD Rules and Regulations Section 9.4

Name of person submitting:

Date on submitted drawings:

Overall

Right of Ways
☐ All right of ways shown (including adjacent right of ways)
☐ Labeled with Eagle County recording information

Easements
☐ Labeled with Eagle County recording information

Property Boundaries

Pipe ID	Pipe Dia	Upstream Struc No.	Downstream Struc No.	# Of Residential Units Added	# Of Commercial Units Added	Pipe Slope	Q_{avg} gpd	Q_{avg} gpm	Q_{peak} Factor=4 gpm	Q_{peak} cfs	Velocity @ Q_{peak} ft/s	Q_{peak} combined cfs	Pipe Capacity cfs
PI - (01)	8"	S4	S3	16	1	0.94%	3120	2.17	8.67	0.019	0.055		1.17
PI - (02)	8"	S3	s1	10		0.39%	1950	1.35	5.42	0.012	0.035	0.031	0.76
Totals				26	1		5070	3.52	14.08	0.031			

Q_{avg} = 195 gpd/unit for Residential units
Q_{avg} = 1500 gpd/unit per gross acre for Commercial units

LEGEND

- EXIST. UTILITY POLE
- EXIST. OVERHEAD UTILITY LINE
- EXIST. WATER VALVE
- EXIST. HYDRANT (HYD)
- PROP. WATER MAIN
- PROP. HYDRANT (HYD)
- PROP. GATE VALVE IN BOX (GVIB)
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET (CB)
- PROP. STORM SEWER
- PROP. CATCH BASIN OR INLET (CB)
- PROP. UNDERGROUND STORM SEWER STORAGE
- PROP. UNDERGROUND STONE BED
- EXIST. SANITARY SEWER
- PROP. SANITARY SEWER
- PROP. FLOOR DRAIN
- SIGN
- POST
- EXIST. GAS VALVE
- WELL
- FENCE
- PROP. ELEC. TRANSFORMER
- PROP. ELECTRIC LINE
- PROP. GAS LINE

SANITARY LEAD TRANSFER NOTE

1. ALL SANITARY SEWER LEADS CONNECTING THE ADJACENT PROPERTIES (#991 MAIN ST., #997 MAIN ST. & #1003 MAIN ST.) TO THE EXISTING SANITARY SEWER ON SITE WILL BE TRANSFERRED TO THE NEW SANITARY SEWER ALIGNMENT. EXISTING LEADS TO BE ABANDONED AT MAIN AND REPLACED WITH CONNECTIONS TO PROPOSED SANITARY SEWER. VERIFICATION OF THE ELEVATIONS AND THE ABILITY OF THE SERVICE LINES TO GRAVITY FLOW TO THE MAIN MUST BE CONFIRMED PRIOR TO THE ABANDONMENT OF THE EXISTING MAIN. IF IT IS FOUND THAT ADEQUATE FALL IS NOT POSSIBLE WITH THE NEW SEWER MAIN ALIGNMENT, THE CONTRACTOR IS TO STOP WORK AND NOTIFY THE ENGINEER AND DISTRICT IMMEDIATELY FOR REDESIGN.

COLORADO LICENSED ROBERT C WAGNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

SANITARY SEWER PLAN AND PROFILE VIEW 1

24

DATE: 09/18/25
SHEET 24 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PS1

JOB No. 20067
REVISIONS: REV. DATE

m:\civil\34_pro\20067\final site plan\20067PS1.dwg, 11/20/2025 4:35 PM, Colton M. Wallace, 24 SANITARY SEWER PLAN AND PROFILE VIEW 1, MCLLC PDF.pc3
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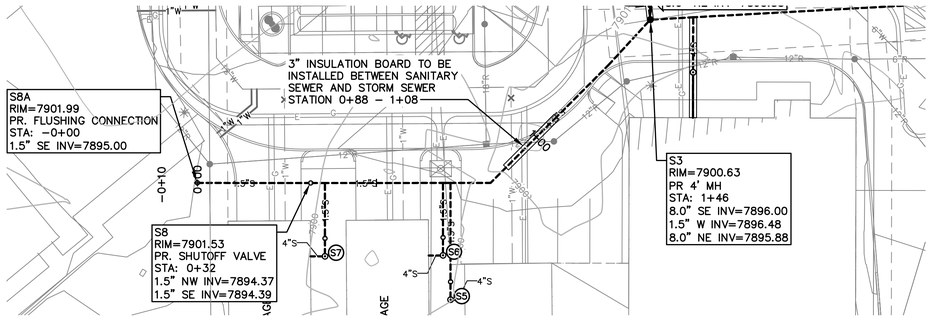
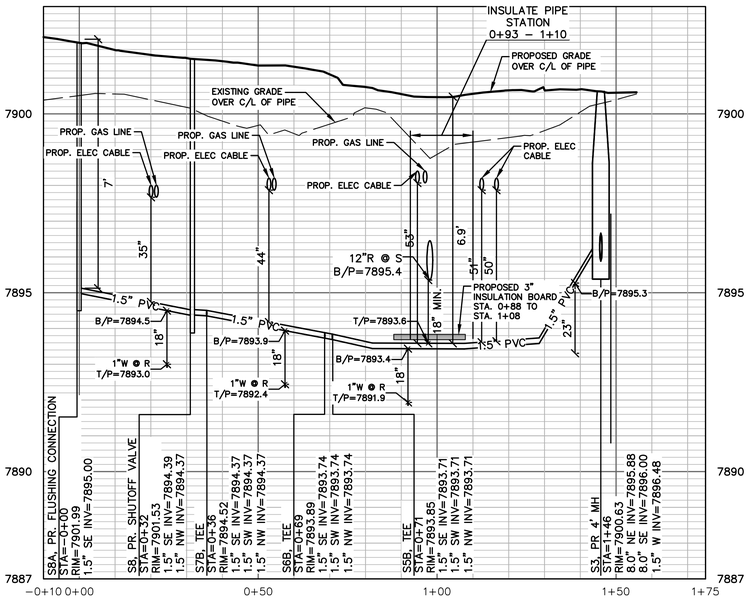
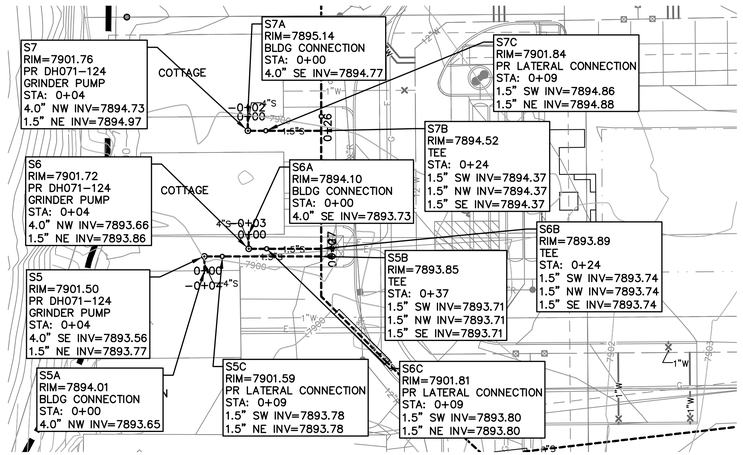


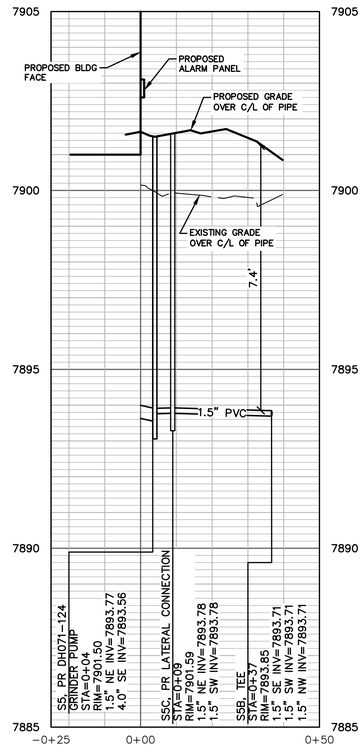


SAN FORCE MAIN

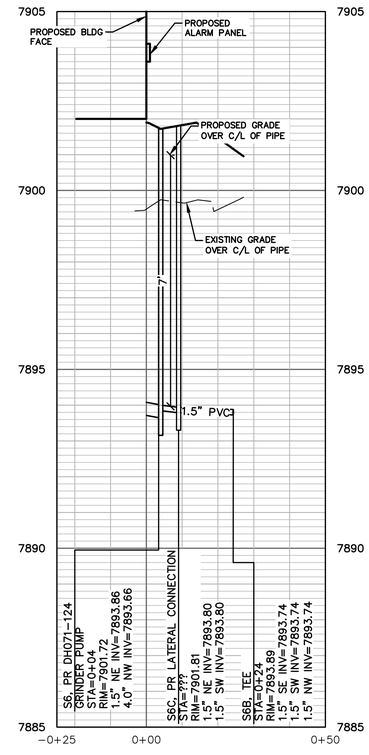


HORZ. SCALE: 1" = 20'
0 20 40 60
VERT. SCALE: 1" = 2'
0 2 4 6

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



SAN S5A TO S5B



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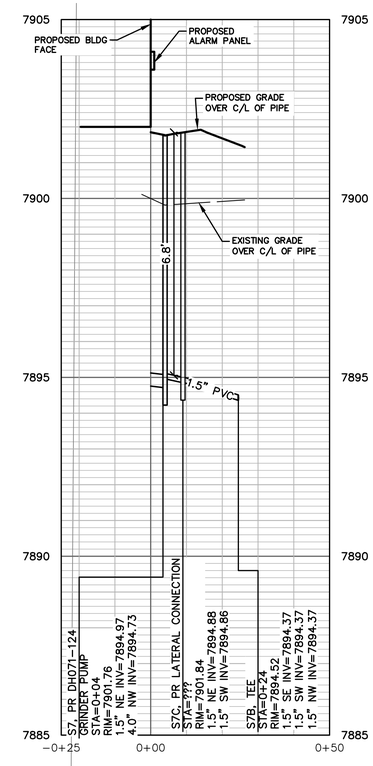

SAN S7A TO S7B

SANITARY STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	TYPE OF CASTING
S3	4' DIAM. MH	7900.63	8.0" SE 7896.00 1.5" W 7896.48 8.0" NE 7895.88	4.75	TYPE D–01 MANHOLE

NOTE

1. INSULATION BOARD SHALL BE DOW STYROFOAM HIGHLOAD 100, OWENS CORNING FOAMULAR 1000 OR APPROVED EQUAL
2. FACTORY WYES SHALL BE USED FOR ALL SERVICE LEAD CONNECTIONS
3. ALL PROPOSED SANITARY SERVICE LEADS SHALL BE SDR–26/PS115

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BENCHMARKS

BM#1 – DESCRIPTION
ELEV=7900.37 (NAVD88)

EXISTING SANITARY SEWER MANHOLE AT THE CENTER OF THE SOUTH PROPERTY.

LEGEND

- EXIST. UTILITY POLE
- OH — EXIST. OVERHEAD UTILITY LINE
- EXIST. WATER VALVE
- EXIST. HYDRANT (HYD)
- W — PROP. WATER MAIN
- PROP. HYDRANT (HYD)
- PROP. GATE VALVE IN BOX (GVIB)
- r — EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET (CB)
- R — PROP. STORM SEWER
- PROP. CATCH BASIN OR INLET (CB)
- PROP. UNDERGROUND STORM SEWER STORAGE
- PROP. UNDERGROUND STONE BED
- s — EXIST. SANITARY SEWER
- S — PROP. SANITARY SEWER
- PROP. FLOOR DRAIN
- SIGN
- POST
- EXIST. GAS VALVE
- WELL
- FENCE
- PROP. ELEC. TRANSFORMER
- E — PROP. ELECTRIC LINE
- G — PROP. GAS LINE

COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

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FINAL PUD

MIDTOWN VILLAGE FINAL PUD

SANITARY SEWER PLAN AND PROFILE VIEW 2

25

DATE: 09/18/25
SHEET 25 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PS1

JOB No. 20067

REVISIONS: REV. DATE:

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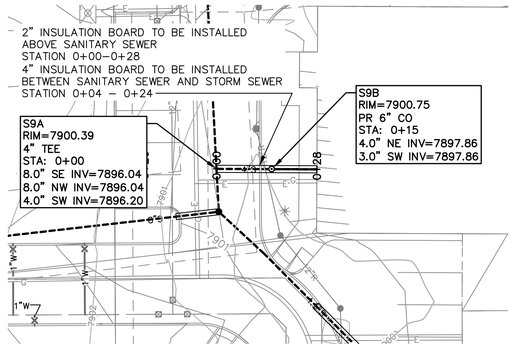

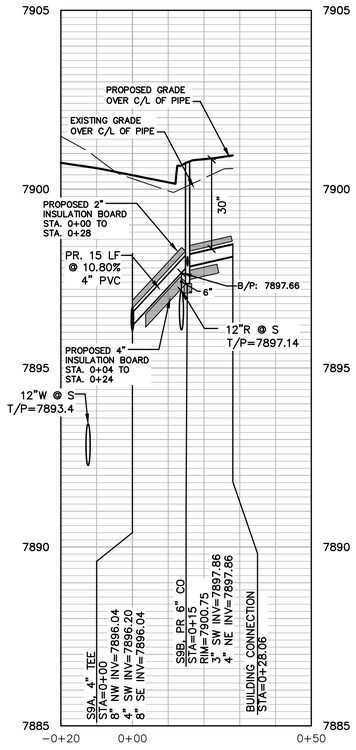

HORZ. SCALE: 1" = 20'

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VERT. SCALE: 1" = 2'

0 2 4 6

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NOTE

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60475
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MIDTOWN VILLAGE FINAL PUD

SANITARY SEWER PLAN AND PROFILE VIEW 3

26

DATE: 09/18/25
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CADD: KJV
ENG: CMW
PM: RCW
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/20067PS1

JOB No. 20067
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m:\civil\34_pro\20067\final site plan\20067DT1.dwg, 11/20/2025 4:35 PM, Colton M. Wallace, 27 SEWER DETAILS, MCLLC PDF.pc3
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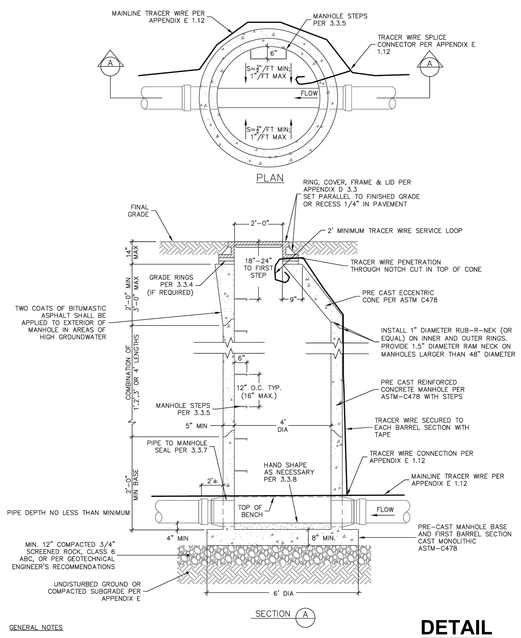
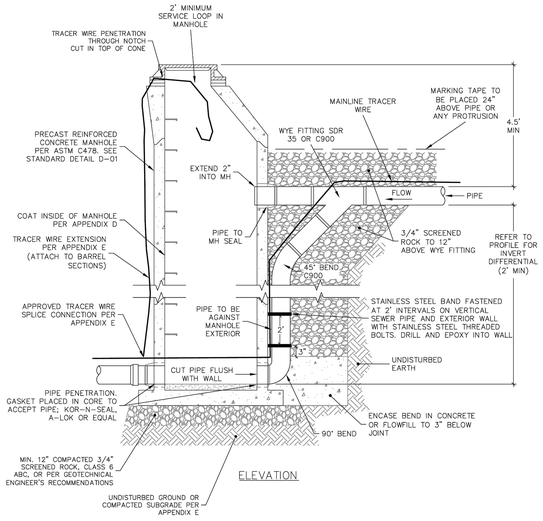


GENERAL NOTES

1. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
2. MANHOLE TROUGH SHALL HAVE A MINIMUM OF 0.2' DROP FROM ENTRANCE THROUGH EXIT.
3. FLOW CHANNEL TO BE SHAPED AS TO NOT ALLOW STANDING WATER PER 3.3.8.
4. MANHOLE SHALL CONFORM TO ASTM C478 AND ALL APPLICABLE DISTRICT STANDARDS (APPENDIX D).

DETAIL STANDARD MANHOLE

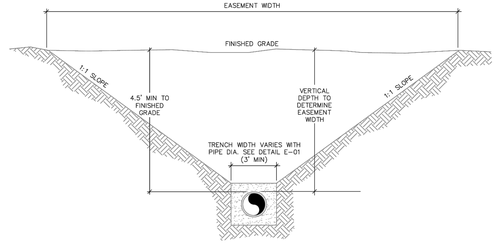


GENERAL NOTES

1. SEE 2.4.12 AND 3.3.11.
2. MANHOLE SHALL CONFORM TO D-01 STANDARD MANHOLE DETAIL AND ALL APPLICABLE DISTRICT STANDARDS.
3. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
4. MANHOLE TROUGH SHALL HAVE A MINIMUM OF 0.20' DROP FROM ENTRANCE THROUGH EXIT.

DETAIL DROP CONNECTION MANHOLE

SEWER PIPE COVER DEPTH	MINIMUM EASEMENT WIDTH REQUIRED
4'6" TO 8'6"	20'
8'7" TO 11'0"	25'
11'1" TO 13'6"	30'
13'7" TO 16'0"	35'
16'1" TO 18'6"	40'
18'7" TO 21'0"	45'
21'1" TO 23'6"	50'



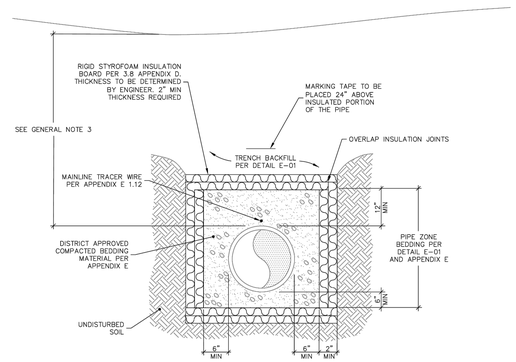
MINIMUM EASEMENT WIDTH

GENERAL NOTES

1. PIPE SHALL BE CENTERED IN EASEMENT.
2. ANY PROPOSED SEWER MAIN DEPTH GREATER THAN 14' DEEP REQUIRES AN ALTERNATIVES ANALYSIS AND DISTRICT APPROVAL.
3. CALCULATE EASEMENT WIDTH AS FOLLOWS:
   W = DEPTH TO TOP OF PIPE X 2 + 3 FEET
   (ROUNDED UP IN 5 FOOT INCREMENTS)

EXAMPLE:
10 FOOT DEEP PIPE = 10 X 2 + 3 = 23 FEET
W = 25 FOOT WIDE EASEMENT ROUNDED

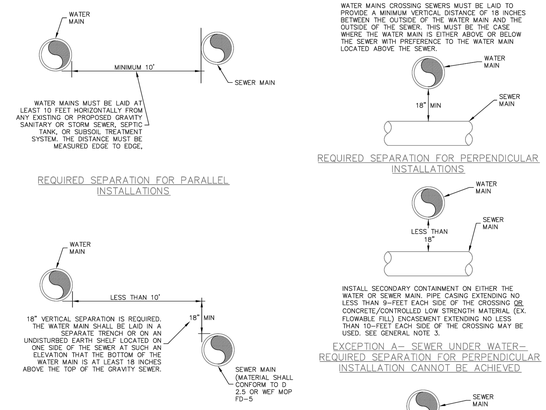
DETAIL EASEMENT WIDTH DETAIL



GENERAL NOTES

1. CONDITION OF LESS THAN MINIMUM BURY DEPTH IS ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE DISTRICT PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DOES NOT MEET MINIMUM BURY REQUIREMENTS.
2. THE USE OF INSULATION MUST BE APPROVED BY THE DISTRICT PRIOR TO INSTALLATION.
3. INSULATION SHALL BE INSTALLED ON ALL PIPES THAT DO NOT HAVE A MINIMUM OF 4.5' OF EFFECTIVE COVER. EFFECTIVE COVER SHALL BE DEFINED AS SEPARATION FROM COLD AIR SOURCES, INCLUDING STORM SEWERS. 1" OF INSULATION BOARD MAY BE SUBSTITUTED FOR EACH 1' OF SOIL COVER (MINIMUM 2" OF INSULATION) REQUIRED TO MEET THE MINIMUM COVER REQUIREMENT.
4. INSULATION SHALL BE DOW HIGHLOAD 100, OWENS CORNING FOAMULAR 1000, OR APPROVED EQUAL. HIGH COMPRESSIVE STRENGTH FOAM BOARD INSULATION IS REQUIRED WITHIN ALL RIGHT OF WAY AND PAVED AREAS.

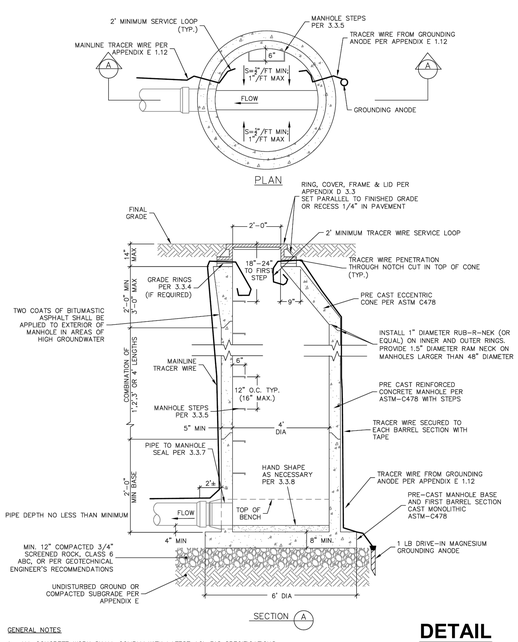
DETAIL SEWER PIPE INSULATION



GENERAL NOTES

1. WATER PIPES MUST NOT PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE. WATER MAIN SHOULD BE LOCATED AT LEAST 10 FEET FROM SEWER MANHOLES.
2. PIPE SEPARATION MUST COMPLY WITH STATE OF COLORADO DESIGN CRITERIA FOR POTABLE WATER SYSTEMS, SECTION 8.8 (ALL DETAILS REGARDING SEPARATION BETWEEN WATER AND SEWER).
3. SECONDARY CONTAINMENT-THE PIPE CASING MUST BE OF WATERTIGHT MATERIAL WITH NO JOINTS. THE CASING PIPE MATERIALS MAY BE STEEL, DUCTILE IRON, FIBERGLASS, FIBERGLASS REINFORCED POLYMER MORTAR (FRPM), OR POLYVINYLCHLORIDE (PVC) WITH SUITABLE CARRIER PIPE SUPPORTS AND CASING PIPE END SEALS.
4. SECONDARY CONTAINMENT REQUIRED UNLESS THE VERTICAL DISTANCE EXCEEDS 5 FEET. THE CASING MUST BE A SINGLE SECTION OF STEEL OR DUCTILE IRON PIPE. THE DESIGN MUST INCLUDE A MEANS TO SUPPORT THE INTERCEPTOR OR SEWER MAIN TO PREVENT SETTLEMENT AND PERMIT MAINTENANCE OF THE WATER MAIN WITHOUT DAMAGE TO THE SEWER PIPE. CROSSINGS INVOLVING JOINTLESS PIPE SUCH AS HDPE, FUSIBLE PVC OR WELDED STEEL DO NOT REQUIRE INSTALLATION OF SECONDARY CONTAINMENT.

DETAIL WATER AND SANITARY SEWER SEPARATION



GENERAL NOTES

1. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
2. TRACER WIRE SHOWN ENTERING OPPOSITE SIDES FOR CLARITY, WIRES MAY BE INSTALLED PARALLEL THROUGH SAME NOTCH IN PRECAST CONE SECTION.
3. FLOW CHANNEL TO BE SHAPED AS TO NOT ALLOW STANDING WATER PER 3.3.8.
4. MANHOLE SHALL CONFORM TO ASTM C478 AND ALL APPLICABLE DISTRICT STANDARDS (APPENDIX D).

DETAIL DEAD END MANHOLE

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MIDTOWN VILLAGE FINAL PUD

SEWER DETAILS

27

DATE: 09/18/25
SHEET 27 OF 45
CADD: K/V
ENG: CWW
PM: ROW
TECH:
/20067DT1

JOB No. 20067
REVISIONS:

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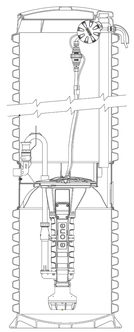
E/ONE EXTREME SERIES

DH071/DR071



General Features

The model DH071 or DR071 grinder pump station is a complete unit that includes: the grinder pump, check valve, HDPE (high density polyethylene) tank, controls, and alarm panel. A single DH071 or DR071 is a popular choice for one, average single-family home and can also be used for up to two average single-family homes where codes allow and with consent of the factory.

- Rated for flows of 700 gpd (2650 lpd)
- 70 gallons (265 liters) of capacity
- Indoor or outdoor installation
- Standard outdoor heights range from 61 inches to 160 inches

The DH071 is the "hardwired," or "wired," model where a cable connects the motor controls to the level controls through watertight penetrations.

The DR071 is the "radio frequency identification" (RFID), or "wireless," model that uses wireless technology to communicate between the level controls and the motor controls.

Operational Information

Motor
1 hp, 1,725 rpm, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, 1 phase

Inlet Connections
4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

Discharge Connections
Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

Discharge
15 gpm at 0 psig (0.95 lps at 0 m)
11 gpm at 40 psig (0.69 lps at 28 m)
7.8 gpm at 80 psig (0.49 lps at 56 m)

Accessories

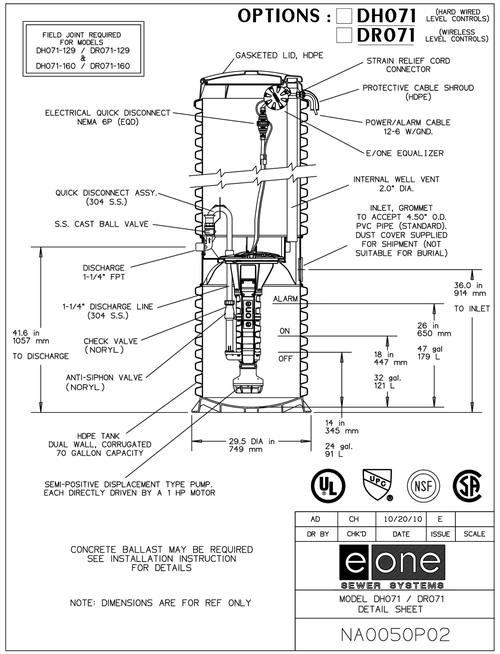
E/One requires that the Uni-Lateral, E/One's own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

The Remote Sentry is ideal for installations where the alarm panel may be hidden from view.

NA0050P01 Rev D

OPTIONS : ☐ DH071 (HARD WIRED LEVEL CONTROLS)
☐ DR071 (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED SEE INSTALLATION INSTRUCTION FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY

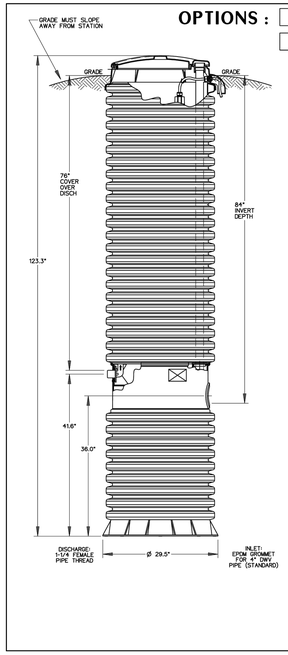
AD	CH	10/20/10	E	
DR BY	CHK'D	DATE	ISSUE	SCALE

e/one SEWER SYSTEMS

MODEL DH071 / DR071 DETAIL SHEET

NA0050P02

OPTIONS : ☐ DH071-124 (HARD WIRED LEVEL CONTROLS)
☐ DR071-124 (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED SEE INSTALLATION INSTRUCTIONS FOR DETAILS

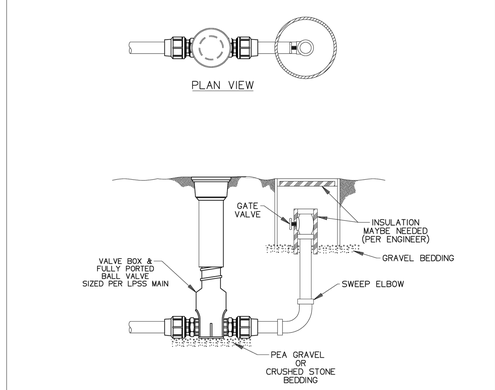
NOTE: DIMENSIONS ARE FOR REF ONLY

AD	CAH	07/13/07	C	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE

e/one SEWER SYSTEMS

MODEL DH071-124 / DR071-124

NA0050P07



TYPICAL TERMINAL FLUSHING CONNECTION

SGS		05-13-10	1	1/32
DR BY	CHK'D	DATE	ISSUE	SCALE

e/one SEWER SYSTEMS

TYPICAL TERMINAL FLUSHING CONNECTION

ESD 10-0094

E/ONE EXTREME SERIES

E/One Sentry™

Alarm Panel — Protect Plus Package



Description

The E/One Sentry panels are custom designed for use with Environment One grinder pump stations. They can be configured to meet the needs of your application, from basic alarm indication to advanced warning of pending service requirements.

E/One Sentry panels are supplied with audible and visual high level alarms. They are easily installed in accordance with relevant national and local codes. Standard panels are approved by UL, CSA, CE and NSF to ensure high quality and safety.

The panel features a corrosion-proof, NEMA 4X-rated, thermoplastic enclosure. A padlock is provided to prevent unauthorized entry (safety front).

Standard Features

Includes all features of the basic configuration of the E/One Sentry panel, including circuit breakers, 240 or 120 VAC service, terminal blocks and ground lugs, audible alarm with manual silence, manual run feature and run indicator, redundant "Start" function with high level alarm, safety front, conformal-coated board and overload protection.

Includes all of the features of the E/One Sentry Protect package, including a Trouble indication that shuts down the pump temporarily in the event of an unacceptable operating condition (brownout, system overpressure, run dry), as well as:

Predictive status display module

Pre-alarm indication for major operating parameters

Alarm indications for major operating parameters

Hour meter, cycle counter and alarm delay

LCD display and user-friendly interface

Inner cover (dead front)

Contact group — dry and Remote Sentry

Optional Features

Generator receptacle with auto transfer

GFCI

Main service disconnect

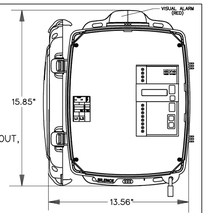
Please consult factory for special applications.

NA0079P01 Rev. B

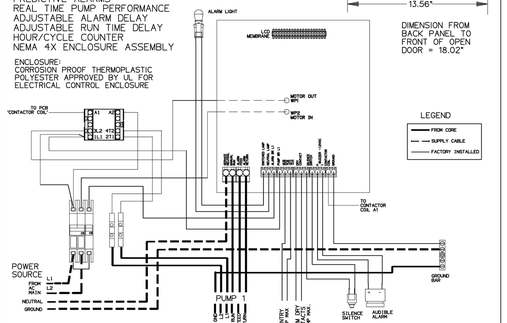
SENTRY PROTECT PLUS SIMPLEX

REDUNDANT RUN (HIGH LEVEL)
EXTERNAL VISUAL & AUDIBLE ALARM
REMOTE SENTRY DRY CONTACTS FOR OPTIONAL POWER LOSS HIGH LEVEL ALARM (POWER LOSS ALARM FOR WIRELESS)
MANUAL ALARM SILENCE
MANUAL RUN
STATUS LED'S: NORMAL, PUMP RUNNING, HIGH LEVEL
TROUBLE INDICATIONS: RUN DRY, OVERPRESSURE, BROWNOUT, VOLTAGE, EXTENDED RUN TIME
DRY CONTACTS
CONFORMAL COATED CIRCUIT BOARD (BOTH SIDES)
PADLOCK
DEAD FRONT
PREDICTIVE ALARMS
REAL TIME PUMP PERFORMANCE
ADJUSTABLE ALARM DELAY
ADJUSTABLE RUN TIME DELAY
HOUR/CYCLE COUNTER
NEMA 4X ENCLOSURE ASSEMBLY

ENCLOSURE:
CORROSION PROOF THERMOPLASTIC POLYESTER APPROVED BY UL FOR ELECTRICAL CONTROL ENCLOSURE



DIMENSION FROM BACK PANEL TO FRONT OF OPEN DOOR = 18.02"



OLD / NEW WIRE COLOR MAP			
PIN	FUNCTION	2000S	EXTREME
1	MANUAL RUN	RED	BROWN
2	L1	BLACK	RED
3	L2	WHITE	BLACK
4	GND	GREEN	GRN/YEL
5	ALARM FEED	ORANGE	YELLOW
6	ALARM RETURN	BLUE	BLUE

CONTROL CABLE:
TYPE TC DIRECT BURIAL, SIX CONDUCTOR

AD	12/14/07	DMS	C	06/23/11
DR BY	DATE	CHK'D	ISSUE	DATE

e/one SEWER SYSTEMS

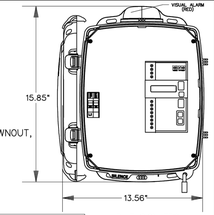
SENTRY PROTECT PLUS PANEL, SIMPLEX 240V 60Hz DOUBLE POLE POWER

NA0079P03

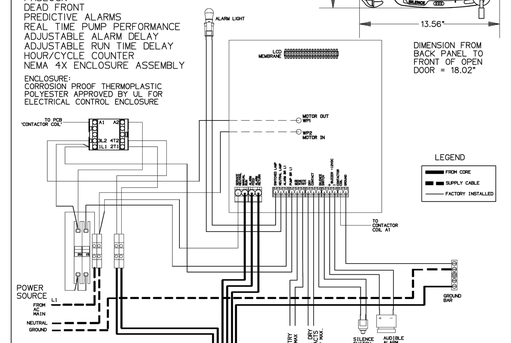
SENTRY PROTECT PLUS SIMPLEX

REDUNDANT RUN (HIGH LEVEL)
EXTERNAL VISUAL & AUDIBLE ALARM
REMOTE SENTRY DRY CONTACTS FOR OPTIONAL POWER LOSS HIGH LEVEL ALARM (POWER LOSS ALARM FOR WIRELESS)
MANUAL ALARM SILENCE
MANUAL RUN
STATUS LED'S: NORMAL, PUMP RUNNING, HIGH LEVEL
TROUBLE INDICATIONS: RUN DRY, OVERPRESSURE, BROWNOUT, VOLTAGE, EXTENDED RUN TIME
DRY CONTACTS
CONFORMAL COATED CIRCUIT BOARD (BOTH SIDES)
PADLOCK
DEAD FRONT
PREDICTIVE ALARMS
REAL TIME PUMP PERFORMANCE
ADJUSTABLE ALARM DELAY
ADJUSTABLE RUN TIME DELAY
HOUR/CYCLE COUNTER
NEMA 4X ENCLOSURE ASSEMBLY

ENCLOSURE:
CORROSION PROOF THERMOPLASTIC POLYESTER APPROVED BY UL FOR ELECTRICAL CONTROL ENCLOSURE



DIMENSION FROM BACK PANEL TO FRONT OF OPEN DOOR = 18.02"



OLD / NEW WIRE COLOR MAP			
PIN	FUNCTION	2000S	EXTREME
1	MANUAL RUN	RED	BROWN
2	L1	BLACK	RED
3	NEUTRAL	WHITE	BLACK
4	GND	GREEN	GRN/YEL
5	ALARM FEED	ORANGE	YELLOW
6	ALARM RETURN	BLUE	BLUE

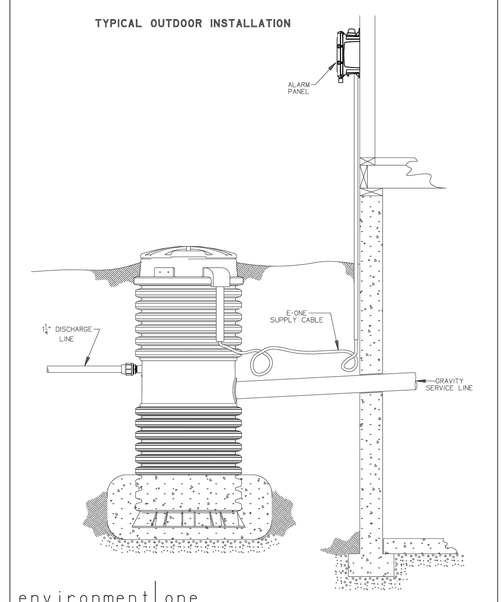
CONTROL CABLE:
TYPE TC DIRECT BURIAL, SIX CONDUCTOR

AD	01/10/08	DMS	A	06/23/11
DR BY	DATE	CHK'D	ISSUE	DATE

e/one SEWER SYSTEMS

SENTRY PROTECT PLUS PANEL, SIMPLEX 120V, SINGLE POLE POWER

NA0079P04



environment one CORPORATION

LM000112 REV. B

COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

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MIDTOWN VILLAGE FINAL PUD

E-ONE GRINDER PUMP DETAILS

28

JOB No. 20067
REVISIONS:
REV. DATE

DATE: 09/18/25
SHEET 28 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067DT1

SEWER SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTIONS SPECIFICATIONS ARE A PORTION OF THE THE EAGLE RIVER WATER & SANITATION DISTRICT ("DISTRICT") RULES AND REGULATIONS FOR WATER AND WASTEWATER SERVICE.
TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE APPENDICES OF THE DISTRICTS' RULES AND REGULATIONS

SECTION I – GENERAL REQUIREMENTS

1.1 Authority
The Standard Specifications for Sewer Mains (the "Specifications") are promulgated by the Eagle River Water & Sanitation District ("District"). The interpretation and enforcement of the Specifications is hereby delegated to the District Regulations Administrator.

SECTION II – COLLECTION SYSTEM DESIGN AND LAYOUT

2.5.10 Manhole Connections
Any new main connection eight inches (8") or greater within a manhole shall match the crown of pipe to crown of pipe at the highest existing main currently within the manhole.

2.5.11 Location/Marking Tape
All lines connected to District mains in any way shall be marked with the appropriate marking tape per Section 3.6 and shall be placed twenty four inches (24") above the pipe.

2.6.3 Horizontal and Vertical Separation from Potable Water Mains
Refer to detail D-11.

(a) Parallel Main Installations and Appurtenances:

Sewer mains and sewer service lines shall be installed at least ten feet (10') horizontally from any existing or proposed water main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot (10') separation, the District may allow installation of the sewer main closer to a water main utilizing encasement or pressure rated joints, provided that the water main is on a separate trench or on an undisturbed earth shelf located on one side of the main and at an elevation so the bottom of the water main is at least eighteen inches (18") above the top of the sewer main. The District requires a ten-foot (10') separation between water and sewer appurtenances including manholes. If a manhole is installed, it will be measured from outside of manhole to outside of water attribute.

(b) Perpendicular Crossings – Sewer under Water:

If the sewer pipe crosses under the water main but less than eighteen inches (18") of clear space will exist, either the water main or sewer main must be installed with secondary containment. Acceptable options include a pipe casing extending no less than nine feet (9') each side of the crossing. The pipe casing shall be of watertight material with no joints. The casing pipe materials may be steel, ductile iron, fiberglass, fiberglass reinforced polymer mortar (FRPM), or polyvinylchloride (PVC) with suitable carrier pipe supports and casing pipe end seals. Alternatively, concrete or Controlled Low Strength Material (ex. flowable fill) encasement of either pipe extending no less than ten-feet (10') each side of the crossing may be used.

(c) Perpendicular Crossings – Water under Sewer:

If the sewer pipe will cross above or over the water main, either the sewer pipe or water pipe shall be installed with secondary containment unless the vertical distance exceeds five feet (5'). Acceptable options include a pipe casing extending no less than 9- feet each side of the crossing. The casing must be a single section of steel or ductile iron pipe. The design must include a means to support the interceptor or sewer main to prevent settlement and permit maintenance of the water main without damage to the sewer pipe. Alternatively, concrete or Controlled Low Strength Material (ex. flowable fill) encasement of either pipe extending no less than 10-feet each side of the crossing may be used. Crossings involving jointless pipe such as HDPE, fusible PVE or welded steel do not require installation of secondary containment.

SECTION III – MATERIAL SPECIFICATIONS

3.1 General Requirements
All materials must conform to these Material Specifications and shall be new and undamaged. Acceptance of materials, or the waiving of inspection thereof, shall in no way relieve the Applicant of the responsibility for furnishing materials that meet the requirements of these Specifications.

3.2 Pipe and Fittings
The following materials are approved for District mains:

3.2.1 Polyvinyl Chloride (PVC) gravity pipe
Main installations from eight to fifteen inches (8" to 15") in diameter shall conform to ASTM D3034, and shall be either SDR-35/PS46 or SDR-26/PS115.
Main installations from eighteen to twenty-seven inches (18" to 27") in diameter shall conform to ASTM F679 and shall be SDR-26/P115. Push on joints and molded rubber gaskets shall conform to ASTM D3212.
Maximum pipe segment lengths shall be twenty feet (20'). Joint lubricant shall be nontoxic and water-soluble and supplied by the pipe manufacturer.

3.2.2 Polyvinyl Chloride (PVC) pressure pipe

(a) Yelomine
Yelomine pipe shall be SDR-21, restrained joint PVC pressure pipe and fittings having a minimum cell classification of 12454 as defined in ASTM D1784 and materials in conformance with ASTM D2241.

(b) C-900
AWWA C-900 pipe may be used for 8 " through 12" diameter pipe, and shall be pressure class 235 psi, DR18, with push-on joints and flexible elastomeric seals ASTM D3139/ASTM F477. All spigot ends shall be beveled to manufacturer's specifications with gaskets meeting ASTM F477 and joints in compliance with ASTM D3139.

3.2.3 Ductile Iron Pipe (DIP)
Ductile Iron Pipe shall be per ASTM A746, Class 52, 350 psi, AWWAC151. Push-on joints shall be ANSI/AWWA C111/A21.11. Factory applied Protecto 401, or equivalent, ceramic epoxy interior lining for DIP & fittings. Manufactured by U.S. Pipe and Foundry Company/Griffin Pipe Products or approved equal.

3.2.4 Service Line Taps
Factory wyes shall be used for all service line connections with new main installations See Appendix B for requirements for new service line connections to existing mains.

3.2.5 Transition Adapter
If permitted on a case-by-case basis, Harco transition adapters or Shear Guard couplers may be used for pipe material transitions with prior approval. Fernco couplers shall not be permitted.

3.3 Manholes

3.3.1 Manhole
Manhole sections, base, riser, conical top sections, flat slab tops, and joint sealants between manhole sections shall be in accordance with ASTM C 478. Concrete used in cast in place manhole bases shall be per Section 3.3.10. All cone sections shall be the eccentric type. Openings through manhole risers shall be cored or cast-in, and access opening shall be twenty four-inch (24") diameter. Flat lid slabs are required on manholes with a depth of less than five feet (5') and must be eccentric.

3.3.2 Water Tightness
Manholes shall be watertight and constructed of precast concrete. Barrel sections, cones and frame joints shall all be sealed with a double Rub R Nek, or other equivalent material approved by the District. In areas of high groundwater or otherwise required by the District, a bituminous coating, or approved equal waterproofing material, shall be applied to the exterior of the manhole. Manhole vacuum testing shall be required by the District on all manholes in all areas of high groundwater.

3.3.3 Rings and Covers
Manhole rings and covers shall be heavy duty castings ASTM A 536 or gray cast iron per ASTM A 48 and all components shall be traffic rated to AASHTO HS-20. Ring and cover combined weight shall be greater than 245 pounds and machined to fit securely with a non-rocking cover. Manhole covers shall be twenty-four inch (24") in diameter and have a minimum of twenty-two and one-eighth inches (22-1/8") diameter clearance, have a waffle pattern with a flat lid and the lettering "SEWER" cast on the cover. Covers shall be D & L brand model A-1043 or accepted equal. Precision Cover Systems, Inc. (PCSI) fully-adjustable manhole covers with variable grade rings shall be installed in roadways.

3.3.4 Grade Rings
Grade rings shall be in accordance with ASTM C 478 and the maximum height of grade rings shall not exceed eleven inches (11").

3.3.5 Manhole steps
Steps shall be comprised of grade 60 deformed rebar encased in a polypropylene copolymer plastic with a tread width of fourteen inches (14"). The steps shall be M.A. Industries No. PS2-PF or PS2-PF-DF or approved equal. Steps shall be cast in place during manufacturing of the manhole sections and shall be six inches (6") from face of manhole. The top most step shall be installed between eighteen (18") and twenty-four inches (24") from the rim of the manhole. Manhole steps shall be vertically aligned and plumb. Steps shall be typically spaced at twelve inches on-center vertically with a maximum spacing of sixteen inches (16"). Steps shall not be installed in the "chimney" portion of the manhole. Entry steps shall be located in the barrel and cone sections of the manhole. See Standard Manhole Detail D-01.

3.3.6 Joint Sealant
Joints shall be sealed with Rub-R-Nek LTM or approved equal installed on the inner and outer ring. Sealant shall be a flexible gasket-type of Butyl rubber, Federal Specifications SS-S-210 (210-A), per ASTM C990-09, AASHTO M-198 75 1. Sealant shall be applied on all surfaces between precast concrete adjusting ring and casting, individual precast concrete adjusting rings, and precast concrete adjusting ring and cone joints. A compatible primer or solvent as recommended by manufacturer of butyl base material shall be used to prepare surfaces prior to application of butyl base material and riser rings. Two gaskets with a minimum cross sectional area equivalent to one inch (1") in diameter are required per joint on forty-eight inch (48") diameter manholes. Gaskets for manholes greater than forty-eight inches (48") in diameter shall have a minimum cross sectional area of one and one-half inches (1 ½").

3.3.7 Pipe to Manhole Seal
KOR-N-Seal, A-Lok, or approved equal flexible rubber boot in a cored hole per ASTM C 923 shall be used for installations in pre-cast bases.
For installations in cast-in-place bases (upon approval and on existing mains only), all pipe-to-manhole connections shall use two elastomeric Kor-N-Seal, or approved equal, "O"-ring water stops minimum per ASTM F477.

3.3.8 Flow Channel
The flow channel straight through a manhole should be made to conform as closely as possible in shape and slope to that of the connecting mains and shall have two tenths of a foot (0.2') minimum fall through the channel for a standard manhole. Channel depth and width shall equal the largest pipe diameter. The channel walls should be formed or shaped to the full height of the crown of the outlet main in such a manner as to not obstruct maintenance, inspection or flow in the sewers.

3.3.9 Bench
All manholes shall be constructed with a full bench configuration, in which the top of the invert channel walls shall match the crown of pipe elevation. The horizontal bench surface shall be sloped at a minimum of one-half inch (½") per foot, maximum of one inch (1") per foot with a medium broomed finish, perpendicular to the main direction of flow.

3.3.10 Manhole Base
The foundation for each manhole base shall be prepared by replacing unsuitable material with sub grade stabilization material in accordance with Appendix E-Earthwork.
The manhole base shall be precast (in accordance with ASTM C478) unless the manhole ties into an existing main, in which case a cast-in-place base may be used.
The invert shall be formed and smoothly finished to match the shape and elevation of all pipes connected to the manhole. Where the sewer line is designed with a continuous grade through the manhole, the pipe shall be laid through the manhole location, the top half of the pipe cut out and the manhole base formed around the bottom half of the pipe.
All concrete used in construction of cast-in-place manholes and bases shall be CDOT Class D. Concrete reinforcement shall be epoxy-coated steel reinforcing bars in accordance with ASTM A-615, Grade 60. In instances where a manhole ties into an existing main and a cast-in-place base is used, the first pre-cast manhole section shall be placed on the concrete base structure before the base has taken initial set, or the section shall be grouted into a suitable groove formed in the top of the manhole base.
The first section shall be adjusted to the proper grade and alignment so that it is uniformly supported by the base concrete and not bearing on any of the pipes. The manhole steps shall be located one-foot left or right of the main inflow pipe.
The remaining pre-cast sections shall be placed and aligned to provide vertical sides and alignment of the ladder rungs. Plumbness shall be checked as each barrel section is added. A bitumastic or other approved sealer shall be placed between pre-cast sections so that the completed manhole is rigid and watertight. The sealer shall be placed both on the inside lip as well as the outside lip of each section.

3.3.11 Interior Coatings
For drop manholes (or other applications as identified by the District), manhole interiors shall be coated with a Polyamidoamine Epoxy Primer with Polyamidoamine Epoxy Top Coat such as Tnemec Epoxoline Series L69 or equivalent. Preparation and application shall be per manufacturers' recommendations.

3.4 Concrete/Grout

3.4.1 General Requirements
Contractor shall provide the District Inspector with a specification sheet or mix design from the concrete supplier.

3.4.2 Concrete
All concrete used in construction of cast-in-place manholes and bases shall be CDOT Class D. Construction shall be in conformance with the Detail D-01.

3.4.3 Mortar and Grout
Non-shrink mortar and grout used in the shaping of inverts, grade ring gaps, sealing penetrations, or setting and anchoring cast iron shall consist of one part Type II Portland Cement and two parts of fine, clean sand. Only sufficient water shall be added to provide a stiff, workable cement mixture for proper troweling. Hydrate lime or masonry cement shall not be used. Where relatively thin portions of grout are to be applied (to a flow channel or top of bench) an approved epoxy bonding coat shall be applied to the exposed concrete surfaces prior to grouting.

3.5 Locating Disk
The District will provide green 3M brand Full-Range Disk Marker locating disks to the contractor for stub outs. The contractor shall ensure their correct installation.

3.6 Marking Tape
The installation of green marking tape is required on all sewer mains and service lines.
The tape shall be installed approximately 24 inches (24") above the main or line. The tape shall meet the following specifications:

(a) Five (5)-mil thick Polyethylene material.

(b) Solid green color with black lettering.

(c) Six inches (6") in width.

3.7 Casing Material and Spacers
Carrier pipes to be installed inside casings shall be installed with self-restraining casing spacers. Casing spacers shall provide axial thrust restraint to prevent pipe joint deflection during and after installation. They shall also provide dielectric insulation between the carrier pipe and the casing and facilitate installation of the carrier pipe into the casing. See Sewer Main Casing Detail D-5. Pipe casing shall be smooth wall welded steel ASTM A-53 Grade B cylinder fabricated in accordance with AWWA C200. External loading shall be AASHTO HS-20 highway or E-80 railroad loading, railroad loading plus jacking load. Casing joints shall have ends beveled for field welding, be butt welded with complete joint penetration welds around the entire circumference of the pipe, and be formed and accurately manufactured so that when pipes are placed together and welded they form a continuous casing with a smooth and uniform interior surface. Interlocking joints shall be Permalok Interlocking Pipe Joining System.
Casing spacers shall be stainless steel, two piece bolt-on style, minimum fourteen (14) gauge thickness and a minimum length of eleven inch (11"); casing spacers shall be installed every six feet (6') of the pipeline to support the pipe barrel and the weight of its contents, or at an appropriate spacing as determined by the engineer. The four runners shall be eleven inches (11") long at a minimum and manufactured of high abrasion resistant, low coefficient of friction, glass filled polymer. Runner heights shall be set to center the carrier pipe in the casing. Risers shall be ten (10) gauge maximum, and the coating shall be fusion-bonded epoxy or heat fused PVC. Casing spacer models shall be Uni-Flange Series UFRCS1300, Advance Products and Systems, Inc. SI-12; Pipeline Seal and Insulator, Inc. C12G or approved equivalent. Restrained casing spacers shall be provided at all pipe joints. Restrained casing spacers shall be UniFlange Series UFRCS1390 P or approved equivalent.
Casing end seals shall be preformed and designed to prevent entry of water or loss of material from casing. The end seals shall be made of one-eighth inch (1/8") thick 60 durometer EPDM or neoprene rubber held together with mastic strips to seal the edges.
The seals shall overlap the casing pipe by two inches (2") and shall be held on with AISI 304L stainless steel worm gear clamps. Casing end seals shall be Advance Products and Systems, Inc. AC or AW; Pipeline Seal and Insulator, Inc. C or W; or approved equivalent.

3.8 Tracer Wire (REQUIRED)
See Appendix E

SECTION IV – PIPE INSTALLATION & CONSTRUCTION

4.1 Safety
Job site safety shall be the responsibility of the contractor. The District Inspector may refuse to enter a jobsite if deemed unsafe by Occupational Health and Safety Act (OSHA) standards. Failure to provide a safe jobsite may prevent the District from conducting an inspection.

4.2 Handling of Materials
Pipe and fittings shall be loaded and unloaded by lifting so as to avoid shock or damage. Under no circumstances shall material be dropped. If, however, any part of the pipe is damaged, the replacement or repair of the damaged pipe shall be done to the satisfaction of the District. Any pipe or fittings that are not acceptable to the District shall be removed from the job site immediately. All pipe-handling equipment and pipe handling methods shall be in accordance with the methods and equipment recommended by the manufacturer.
Under NO circumstance shall forks be inserted into any pipe and or fitting.
Pipe shall be stored and handled in accordance with manufacturer's recommendations.
Any pipe with UV degradation or bowing may be rejected by the District Inspector. All pipe shall be delivered to the project site and stored with factory applied end caps intact.

4.3 Inspection and Preparation of Pipe and Fittings
Before placing pipe in the trench, each pipe or fitting shall be thoroughly cleaned of all foreign material, kept clean at all times thereafter, and carefully examined for cracks, warping, or any other defects before installation. Bell ends and spigot ends are to be examined and free of defects. Following the inspection, end caps shall be replaced prior to placing the pipe in the trench.
All lumps, blisters and excess coatings shall be removed from the pipe and fitting, and the outside of the spigot and the inside of the bell shall be wiped clean, dry and free from oil and grease before the pipe or fitting is installed. Dirt and any other material must be removed from the barrel of the pipe before installation.

4.4 Cutting and Fitting of Pipe
Pipe shall be cut in accordance with manufacturer's recommendations, whenever necessary, to conform to location of fittings, line, or grade. All cuts, when required, shall be straight, true and beveled and may be made with plastic pipe cutters or completed per the DIPRA Guidelines for Field Welding and Cutting Ductile Iron Pipe (August 2015). All burrs shall be removed from the ends of cut pipe and the ends of the pipe lightly rasped or filed.

4.5 Pipe Alignment and Grade
Manholes shall be installed at staked locations and elevations. Main installation stakes for alignment and grade shall be set by a surveyor under the guidance of a Professional Land Surveyor who is registered in the State of Colorado.
Pipe shall be installed at a constant grade from manhole to manhole. No grade breaks or low spots will be accepted. Pipe shall be installed with the bell ends facing in the direction of installation, unless directed otherwise by the District. Where pipe is to be installed on a grade of ten percent (10%) or greater, the installation shall start at the bottom and shall proceed upward with the bell ends of the pipe up grade.

4.6 Temporary Plugs
A mechanical pipe plug shall be used as a temporary plug during line installation to isolate the mainline extension from the existing collection system. All temporary plugs shall be provided by the Contractor.

4.7 Frost
No pipe or appurtenant structure shall be installed upon a foundation into which frost has penetrated, or if at any time there is danger of ice formation. No pipe or appurtenant structure shall be installed unless backfilling can be completed before the formation of ice and frost.

4.8 Lowering of Material into the Trench
Proper implements, tools and facilities satisfactory to the District shall be provided and used by the Contractor for the safe and convenient performance of the work. All pipe, manholes, and accessories shall be carefully lowered into the trench piece by piece by means of suitable tools and equipment, in such a manner as to prevent damage to the materials. Under no circumstances shall the materials be dropped or dumped into the trench.
If damage occurs to any pipe, manholes or main accessories in handling, the District inspector may reject the damaged material at the discretion of the inspector.

4.9 Installation of Pipe

4.9.1 General Requirements
Factory applied end caps shall remain installed on the pipe while it is being placed in the trench to prevent foreign material from entering the pipe. The end cap shall be left in place until the connection is to be made to the adjacent pipe. During installation, no debris, tools, clothing or other foreign materials shall be placed in the pipe.
As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe inserted to the manufacturer's recommended depth with a slow steady pressure without jerky or jolting movements and brought to correct line and grade. The pipe shall be secured in place with bedding material tamped under it, except at the bells. Precautions shall be taken to prevent dirt from entering the joint space. No wooden blocking shall be left at any point under the pipeline. All pipe joints shall be uniform and smooth transitions shall exist from joint to joint or fitting.
See Appendix E for bedding, backfill and compaction requirements.

4.9.2 Ductile Iron Pipe
Push-On Joints: The inside of the bell, the outside of the spigot end, and the rubber gasket shall be thoroughly cleaned to remove oil, grit, excess coating, and other foreign matter. The rubber gasket shall be flexed inward and inserted into the gasket recess of the bell socket. NSF-61 approved gasket lubricant per the manufacturers recommendations shall be applied to either the inside face of the gasket, and the spigot end of the pipe, per the manufacturer's recommendations.
The spigot end of the pipe shall be placed in the bell end with care to prevent the joint from contacting the ground. Pipe furnished without a depth mark on the spigot end shall be marked before assembly to ensure insertion to the manufacturer's recommended depth. The pipe shall be kept in straight alignment and the joint shall be completed by inserting the pipe to the manufacturer's recommended depth with a slow, steady pressure by using a long pry bar, jack, lever puller, or backhoe bucket. A timber header should be used between the pipe and the jack or backhoe bucket to avoid damage to the pipe.
Upon completion of joining push-on joint pipe, an inspection shall be made to ensure that the gasket is correctly aligned in the gasket recess of the bell socket and not twisted or turned.

4.9.3 Polyvinyl Chloride Pipe
Elastomeric Gasket Joints: Immediately before joining two (2) lengths of PVC pipe, the inside of the bell or coupling, the outside of the spigot and the elastomeric gasket shall be thoroughly cleaned to remove all foreign material.
Lubrication of the joint and rubber gasket shall be done in accordance with the pipe manufacturer's specifications.
Care shall be taken that the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell or coupling must be in accordance with the manufacturer's recommendations.
The spigot and bell or coupling shall be aligned and inserted to the manufacturer's recommended depth or reference line. Installation or pushing shall be done in a smooth, steady motion. Upon completion of joining the pipe, an inspection shall be made to assure that the gasket is correctly aligned in the gasket recess of the bell socket and not twisted or turned. NO deflection will be allowed at a joint of PVC pipe.

4.9.4 Yelomine Pipe
Installation of Yelomine pipe shall be in accordance with the manufacturer's recommendations and specifications. Cleanout caps shall be installed with nonpermanent gaskets where applicable.

4.9.5 Job-Mixed Concrete
Job-mixed concrete shall be thoroughly mixed to combine aggregates, cement, and water into a uniform mass.

4.9.6 Ready-Mixed Concrete
Said materials must be proportioned, mixed and transported in accordance with ASTM C94. Any concrete not plastic and workable when it reaches project shall be rejected.
See Section 3.4 for material specifications.

4.10 Manholes
Manholes shall be precast, watertight and constructed in accordance with the District's standard details and per Section 3.3. For precast manhole bases, the area underneath the manhole base shall be excavated and bedding material shall be placed and compacted to 95% Modified Proctor the required elevation. The manhole base shall then be lowered into the trench and checked for proper bearing on the subgrade, proper elevation and orientation to receive the incoming and outgoing sewers at the designated invert elevation. If the invert elevation varies by more than plus or minus one half inch (1/2") from the designated invert elevation, the base shall be removed and reset. The concrete invert channel and bench shall be constructed following the connection of all sewer pipes to the manhole. The flow channel shall be smooth and true to the sewer pipe invert elevations, with uniform cross section and slope, either straight or with a continuous curve between inlet and outlet of pipes. To eliminate free fall conditions in a manhole resulting from invert elevation differentials between incoming and outgoing pipes, the Contractor shall form and construct suitable channels in the bottom of the manhole connecting the inverts. Shape channel base and bench per Sections 3.3.8 and 3.3.9, respectively. New manholes shall have pre-formed holes for pipe installation and existing manholes shall be cored to install pipe and connector. Chip existing concrete bench inside manhole and shape smooth continuous invert for connections to existing manholes. All pipe-to-manhole connections and grade adjustment rings shall be sealed and grouted with non-shrink materials and be watertight. All lift holes shall be filled with non-shrink grout.
All dimensions, locations and elevations shall be coordinated by the Applicant and Contractor and meet the requirements of the District. Cast-in-place manhole bases will only be allowed when connecting to an existing main.

4.11 Service Lines
Refer to Appendix B, Section II.

SECTION V – TESTING AND ACCEPTANCE

5.1 General Requirements for Connections
Connections to the District system shall be inspected and approved by the District prior to backfilling.

5.1.1 Service Connections
Refer to Appendix B.

5.1.2 Connections to Manholes
All connections shall match the crown of pipe to crown of pipe at the highest existing main or per the direction of the District. All new main installations shall require reformed benches that meet all District standards.

5.2 Testing – Sewer Mains

5.2.1 Alignment
Straight alignment shall be checked by using either a laser beam or lamping.

5.2.2 Low Pressure Air Testing – General Requirements
The air test shall, as a minimum, conform to the test procedure described in ASTM F 1417 Standard Practice for Installation Acceptance of Plastic Non-Pressure Sewer Lines Using Low-Pressure Air. Deflection testing should occur prior to air test.

5.2.3 Low Pressure Air Testing Procedure

(a) Lines must be cleaned by flushing or by other means before the low pressure air test is to begin.

(b) Isolate the sewer line to be tested and ensure that all other outlets from which air could escape are properly sealed. In this step of the procedure, it is necessary to inspect the manhole invert being plugged to be sure that it has no damage which will be covered by the plug and not detected with the low-pressure air test.

(c) Determine the duration of the test by using the accompanying tables at the end of this section.

(d) Begin the test by connecting the air source to the inlet tap. Slowly add air until the internal pressure of the test section reaches a pressure 4.0 psig. If ground water back pressure exists, it must be quantified by the Engineer prior to testing.

(e) After the constant pressure of 4.0 psig is obtained, regulate the air supply so that the pressure is maintained between 3.5 to 4.0 psig for at least 2 min. Depending on air/ground temperature conditions, the internal air temperature will stabilize in equilibrium with the temperature of the pipe walls. The pressure will normally drop slightly until equilibrium is obtained; however, a minimum of 3.5 psig is required.

(f) Once the pressure has stabilized to 4.0 psig (plus the average ground water back pressure, if applicable) disconnect the air supply from the control panel. Observe the continuous monitoring gauge and decrease the internal pressure to no less than 3.5 psig. At a reading of 3.5 psig or within the range of 3.5 to 4.0 psig, stop decreasing the pressure and commence timing with a stopwatch or watch with a second hand or digital readout in minutes and seconds with an accuracy of 0.1.s.

(g) Once the predetermined time period from the formula or table above has elapsed, observe the continuous monitoring gauge to obtain the amount of pressure lost during the test duration. If the pressure drop is found to be less than 1.0 psig (or 0.5 psig in circumstances where a shorter test duration is desired), the section is presumed to be free of any leaks or defective joints. If the pressure drop is 1.0 psig or greater (0.5 psig or greater in circumstances where a shorter test duration is desired), the test section has failed due to excessive pressure loss. When low-pressure air testing of a sewer line results in a failure the Contractor, at his/her own expense, shall detect the leak or defect and repair or replace whatever is necessary to remedy such defect in a manner acceptable to the Owner.

See TABLE D-3 for Minimum Time for a 1.0 psig Pressure Drop for Size and Length of Pipe for Q = 0.0015
See Table D-4 for Minimum Time for a 0.5 psig Pressure Drop for Size and Length of Pipe for Q = 0.0015

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m:\civil3d_pro\20067\final site plan\20067071.dwg, 11/20/2025 4:35 PM, Colton M. Wollee, 29 SEWER CONSTRUCTION SPECIFICATIONS 1, MCLLC PDF.pc3
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SEWER CONSTRUCTION SPECIFICATIONS 1

29

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SEWER SPECIFICATIONS - CONTINUED

5.3 Manhole Testing – General Requirements

Manhole vacuum testing shall be required by the District on all manholes in all areas of high groundwater via the vacuum test per ASTM C1244, "Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) prior to backfill.

5.3.1 Manhole Testing Procedure

(a) Plug all inlets and outlets.

(b) Install the vacuum tester head assembly on the manhole.

(c) Attach the vacuum pump assembly to the proper connection on the test head assembly. Make sure the vacuum inlet/outlet valve is in the closed position.

(d) Inflate the sealing element to twice the test pressure to be used. Do not over inflate.

(e) Start the vacuum pump assembly engine and allow preset RPMs to stabilize.

(f) Open the inlet/outlet ball valve and evacuate the manhole to ten-inch (10") Hg (mercury) that is equivalent to approximately 5 PSIG (0.3 bar) backpressure.

(g) Close the vacuum inlet/outlet ball valve, disconnect the vacuum pump and monitor the vacuum for one (1) minute.

(h) Allowable leakage - less than one-inch (1") Mercury (Hg) in one (1) minute.

(i) All manholes that do not meet the minimum amount for the leakage rests must be repaired and re-tested.

5.4 Television Inspection – General Requirements

Prior to construction/final acceptance of any sanitary sewer line by the District, the main shall be inspected internally by television as outlined in this Section. Leakage testing shall be performed prior to televising. The complete job is ready for television inspection when the following work has been completed.

(a) All sewer pipelines are installed and backfilled.

(b) All attributes are in place, all inverts are complete and pipelines are accessible.

(c) All other underground facilities, utility piping and conduits are installed.

(d) Pipelines have been jet cleaned.

(e) Final air test has been completed.

When the above work is complete, the Contractor shall arrange for the television inspection. The Contractor of the project will notify the District in writing as to the scheduled date of the television inspection.
After conditions a through e as outlined above, are met, the entire job will be televised.

(a) A video. accompanied by Standard Form 6.3 shall document defects requiring correction.

(b) If no deficiencies are observed, the work will be considered satisfactory.

There is no acceptance tolerance for defects such as high and low spots, joint separations, offset joints, chipped ends, cracked or damaged pipe, dimples or bumps in the pipe, or groundwater infiltration.

5.4.1 Inspection Format

Sanitary sewer lines shall be inspected by means of remote CCTV. All CCTV work shall conform to current NASSCO-PACP standards. Contractor shall provide the District with CCTV inspections (video and data collected) entirely in electronic format. Mains shall be tested with three and a half (3.5) gallons of water per minute flowing during televising and shall follow the direction of flow. The camera must be centered in the pipe and the speed of travel shall be slow enough to inspect each pipe joint, and tee connection, and should not, at any time, be faster than 30 feet per minute. The documentation of the work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, etc. noting important features encountered during the inspection. All CCTV video observations shall be identified by audio and recorded on the District Standard Form 6.3 and is required to accompany each submittal.

5.4.2 CCTV Video Content

Submitted CCTV videos shall include:

(a) Footage indicator

(b) Running time

(c) Date

(d) Location

(e) Beginning (upstream) and ending (downstream) manhole numbers for each run. Manhole numbers corresponding with the District's GIS mapping system shall be obtained by the District field inspector.

5.4.3 District Review

The Contractor will be notified in writing of any deficiencies revealed by the television inspection that require repair. If corrective work is indicated and the Contractor wishes to view CCTV videos, he shall contact the District to set a time for the viewing.

5.4.4 Correction of Deficiencies

Those segments of the pipeline system that have been corrected must be re-televised. The procedure outlined in above will be repeated until all deficiencies observed by television inspection have been corrected to the complete satisfaction of the District. Prior to submittal to the District, the CCTV videos shall be reviewed by the Engineer, Applicant, and Contractor for any defect that may be visible. If CCTV videos and cut sheets are submitted to the District that are deemed "unacceptable," the Contractor shall be charged for the time taken by District personnel to review the CCTV videos. The minimum charge shall be one hundred dollars ($100).

5.5 Sewer Main Repairs

All proposed repairs must be approved by the District Inspector prior to actual repair. Once repair has been made, inspection will be required by a District Inspector. There will be no exception to this requirement. If a repair and/or correction is made in a sewer line segment, the entire line segment shall be required to be re-televised with water flowing. A line segment is defined as the entire length of sewer line from manhole to manhole.

5.6 Protection of Existing Sewer System

On the outlet of the connection point to the existing District sewer main, a mechanical plug shall be installed to prevent any flow, debris and or material from the newly constructed main line from entering the District's system. The plug shall be normally set on the downstream outlet of the manhole. Plugs shall be installed per the direction of the District's Inspector. The plug shall be a mechanical-type device and is to be secured to the existing manhole to prevent loss of plug. The plug shall not be removed until Construction Acceptance has occurred. The Contractor shall be required to make routine inspections of the mechanical plug to insure that no leaking is occurring. If a leak is found, the Contractor shall immediately notify the District and take corrective action. The District may perform a video inspection of existing sewer mains that could potentially be impacted by construction activities prior to the start of construction and after the completion of construction. Any damage to existing facilities caused by the Contractor shall be repaired at the Contractor's expense.

5.7 Manhole Abandonment

Manholes to be abandoned in place shall have all pipes entering or exiting the structure plugged with lean concrete or controlled low strength material backfill (Flo-Fill). For manholes with existing pipes too large to plug with fill, a bulkhead shall be constructed on the inside of the manhole to prevent the fill from entering the pipes. Manhole tops or cone section shall be removed to the top of the full barrel diameter section or to a point not less than eighteen (18) inches below final grade. The structure shall then be backfilled with lean concrete or Flo-Fill. Surface restoration shall be completed to match the surrounding areas.

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SEWER CONSTRUCTION SPECIFICATIONS 2

30

JOB No. **20067**
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DATE: 09/18/25
SHEET 30 OF 45
CADD: KJV
ENG: CMW
PM: RCW
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m:\civil\34_proj\20067\final site plan\20067DA1.dwg, 11/20/2025 4:36 PM, Colton M. Wallace, 31 EXISTING DRAINAGE PLAN, MCLLC PDF.pc3
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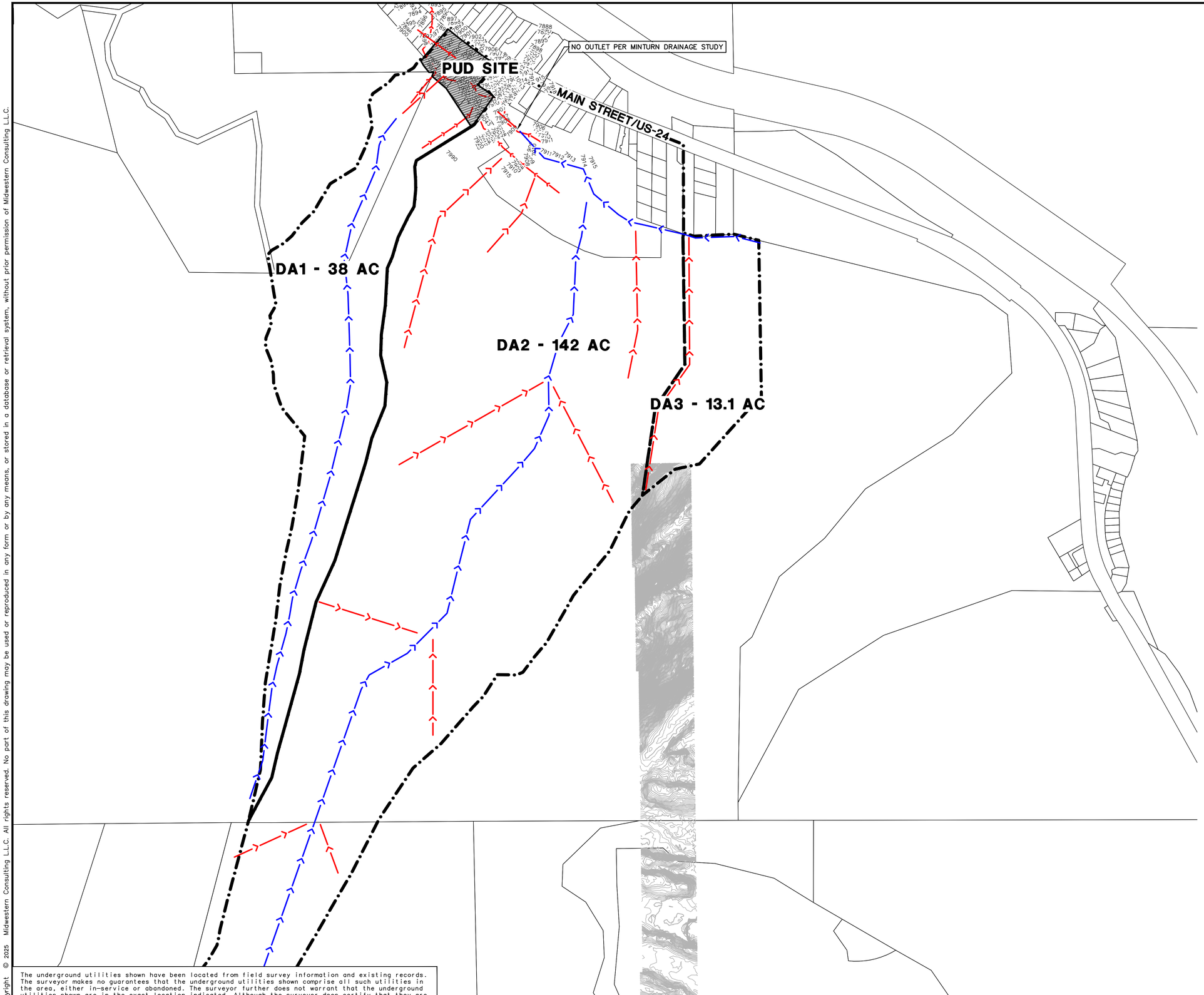

SCALE: 1" = 100'

0 100 200 300

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

NOTES

1. CONTOURS ARE NOT FIELD VERIFIED AND ARE INSERTED PER USGS GIS DATA
2. EXISTING DRAINAGE AREA PATTERNS AND AREAS ARE ESTIMATED.

LEGEND

- 838 — EXIST. CONTOUR
- EXIST. DRAINAGE AREA BOUNDARY
- FLOW PATH CONCENTRATED FLOW
- FLOW PATH SHEET FLOW

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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EXISTING DRAINAGE PLAN

31

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SCALE: 1" = 30'

0 30 60 90

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LEGEND

7902	EXIST. CONTOUR
7902	PROP. CONTOUR
×7902.2	EXIST. SPOT ELEVATION
7902.2 ×	PROP. SPOT ELEVATION
	EXIST. UTILITY POLE
OH	EXIST. OVERHEAD UTILITY LINE
WV	EXIST. WATER VALVE
	EXIST. HYDRANT
W	PROP. WATER MAIN
	PROP. HYDRANT
	PROP. GATE VALVE IN BOX
r	EXIST. STORM SEWER
	EXIST. CATCH BASIN OR INLET
R	PROP. STORM SEWER
	PROP. CATCH BASIN OR INLET
	PROP. UNDERGROUND STORM SEWER STORAGE
	PROP. UNDERGROUND STONE BED
s	EXIST. SANITARY SEWER
S	PROP. SANITARY SEWER
	PROP. FLOOR DRAIN
	SIGN
	POST
	EXIST. GAS VALVE
W	WELL
	FENCE
	PROP. ELEC. TRANSFORMER
E	PROP. ELECTRIC LINE
G	PROP. GAS LINE

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MIDTOWN VILLAGE FINAL PUD

OVERALL GRADING PLAN

32

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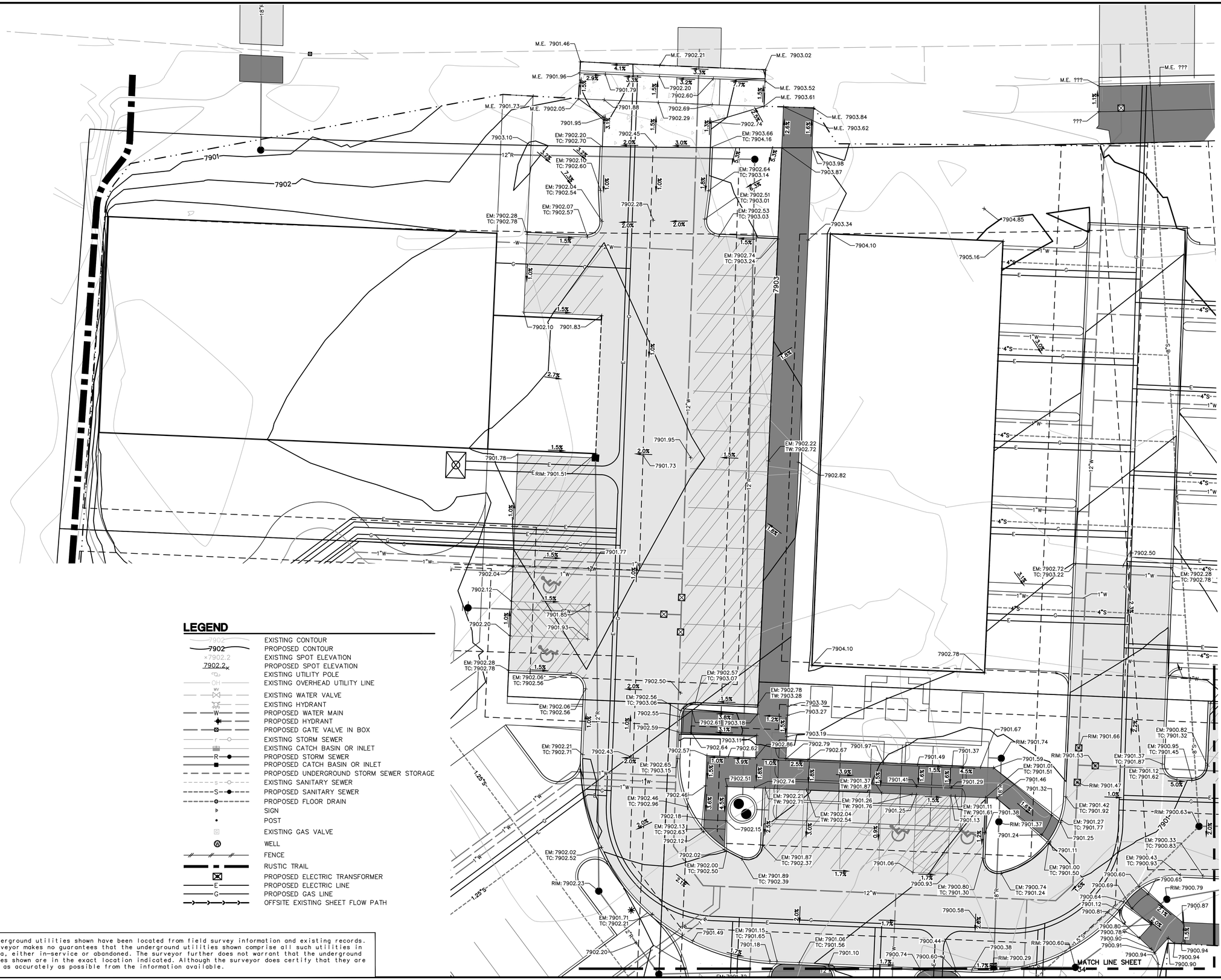

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE IN BOX
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- RUSTIC TRAIL
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE
- OFFSITE EXISTING SHEET FLOW PATH

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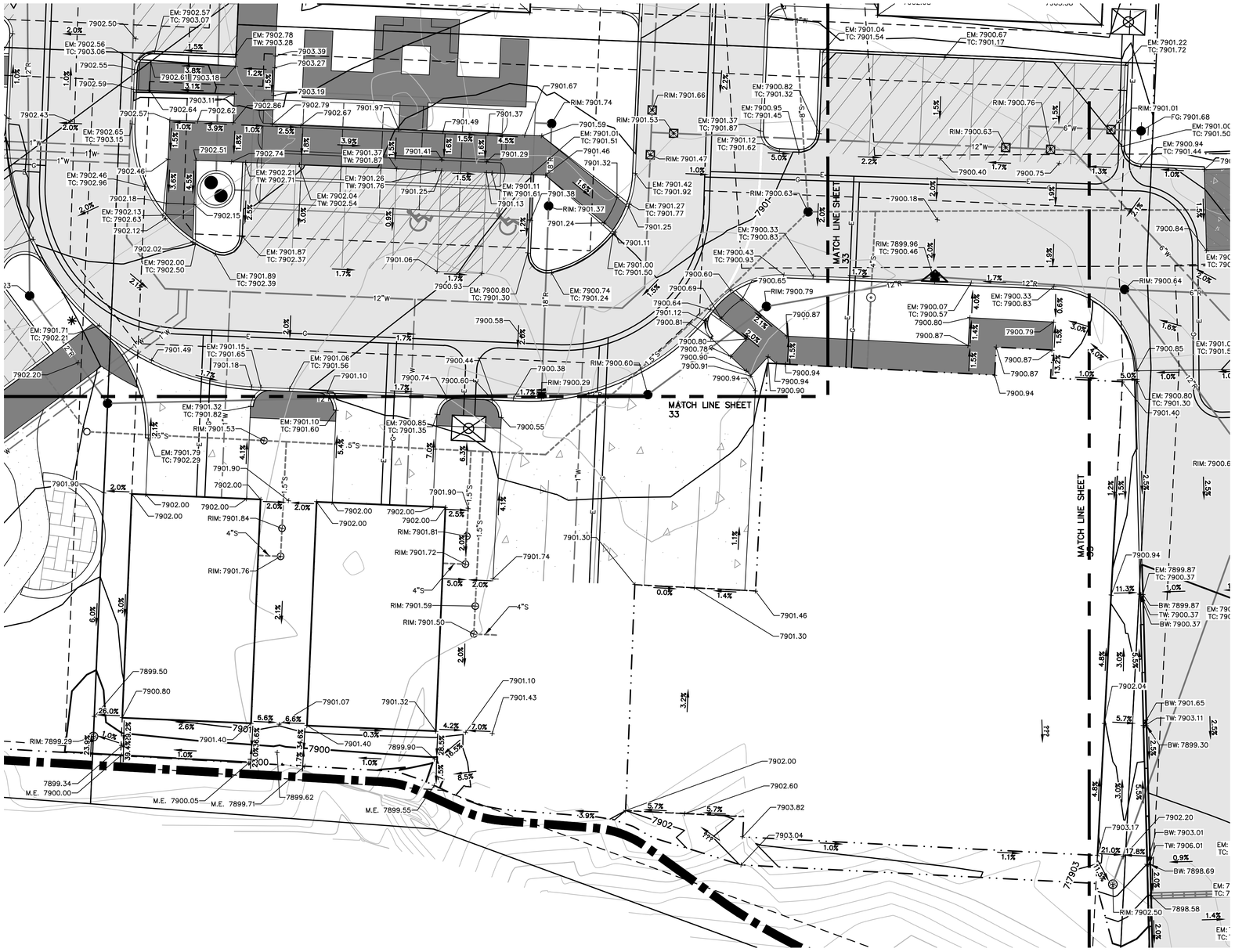

SCALE: 1" = 10'

0 10 20 30

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LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE IN BOX
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- EXISTING SANITARY SEWER
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JEFFREY D. ARMISTEAD
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MIDTOWN VILLAGE FINAL PUD

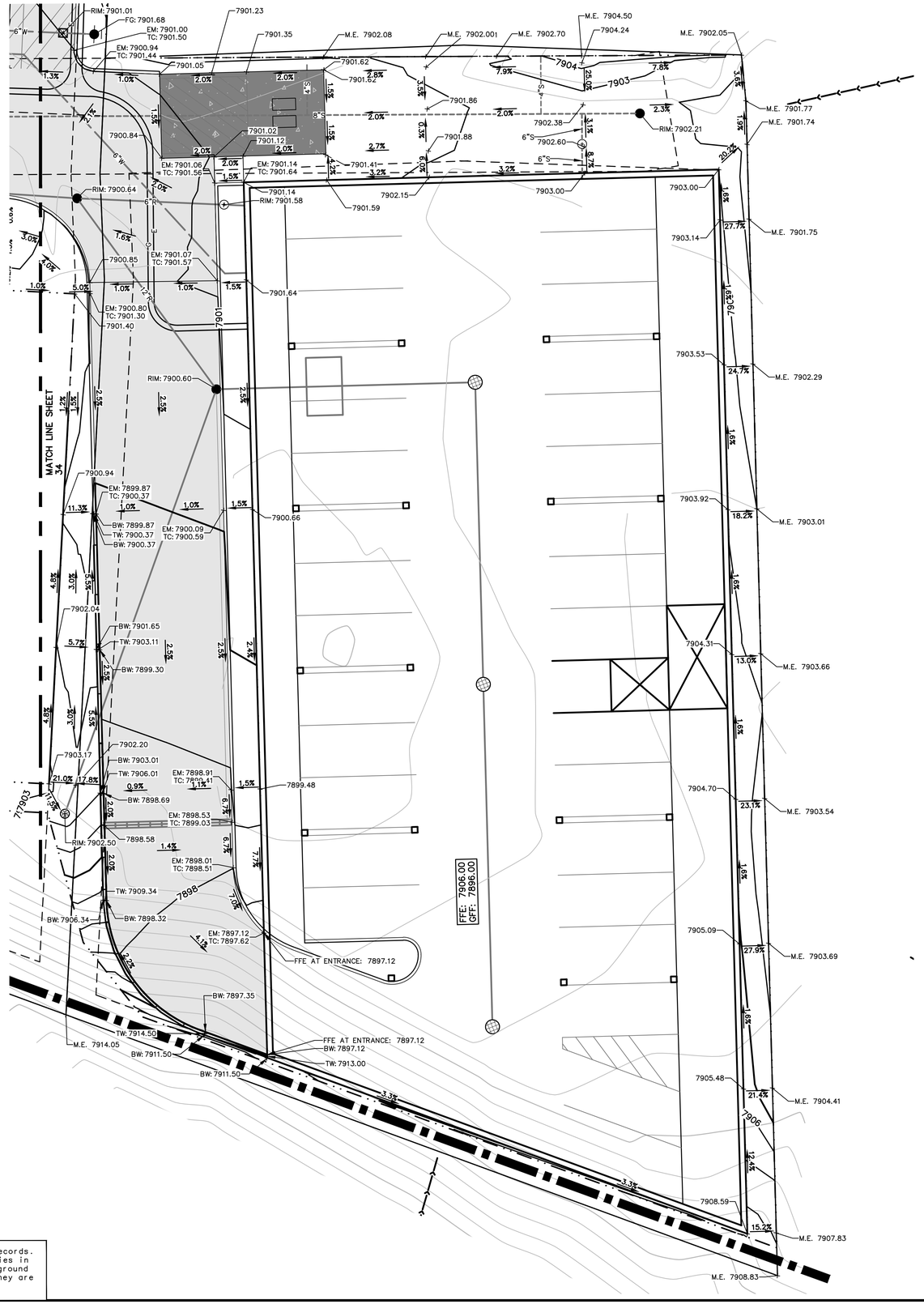
DETAILED GRADING PLAN 2

34

DATE: 09/18/25
SHEET 34 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067GP2

REVISIONS:	REV. DATE
PER MINTURN REVIEW	03/03/26

JOB No. 20067



SCALE: 1" = 10'

0 10 20 30

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

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE IN BOX
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- RUSTIC TRAIL
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE
- OFFSITE EXISTING SHEET FLOW PATH

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MIDTOWN VILLAGE FINAL PUD

DETAILED GRADING PLAN 3

35

JOB No. 20067

REVISIONS:
PER MINTURN REVIEW — REV. DATE 03/03/26

DATE: 09/18/25
SHEET 35 OF 45
CADD: KJV
ENG: CMW
PM: ROW
TECH:
\20067GP2

M:\civil\34_pro\20067\final site plan\20067GP2.dwg, 3/3/2026 5:24 PM, Colton M. Wallace, 35 DETAILED GRADING PLAN 3, MCLLC PDF.pc3
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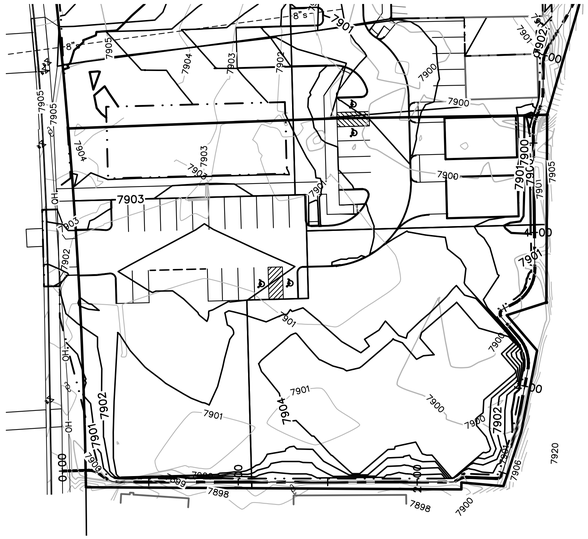

SCALE: 1" = 40'
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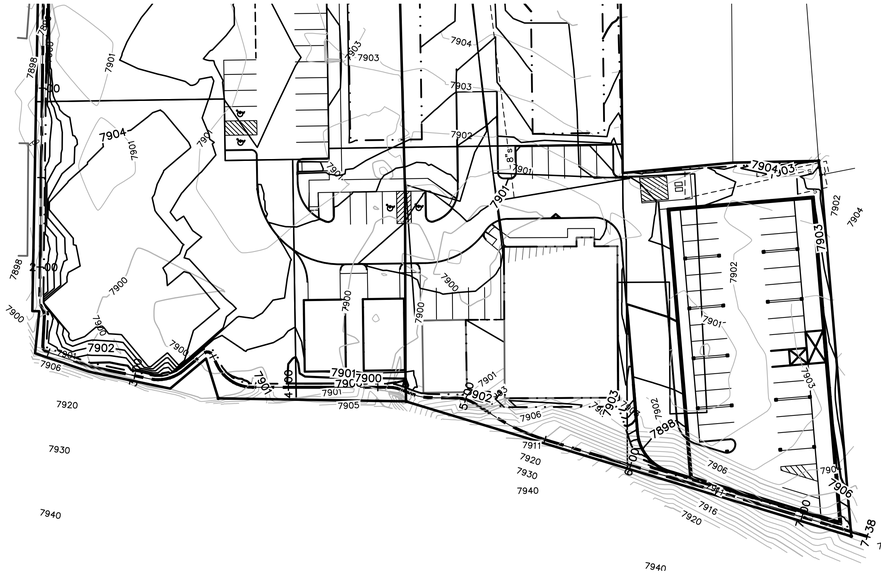

SCALE: 1" = 40'
0 40 80 120

HORZ. SCALE: 1" = 40'
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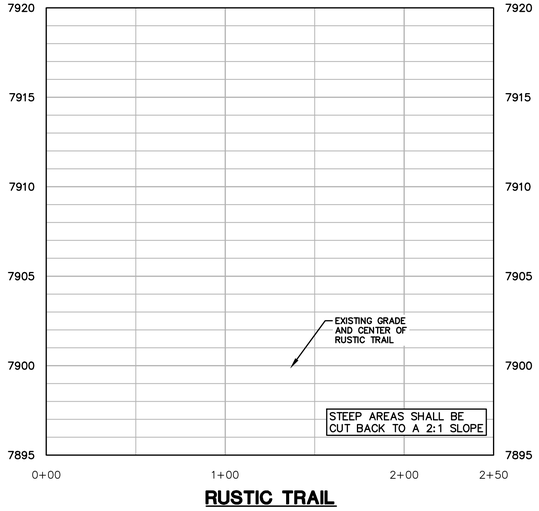
0 4 8 12
VERT. SCALE: 1" = 4'



RUSTIC TRAIL

HORZ. SCALE: 1" = 40'
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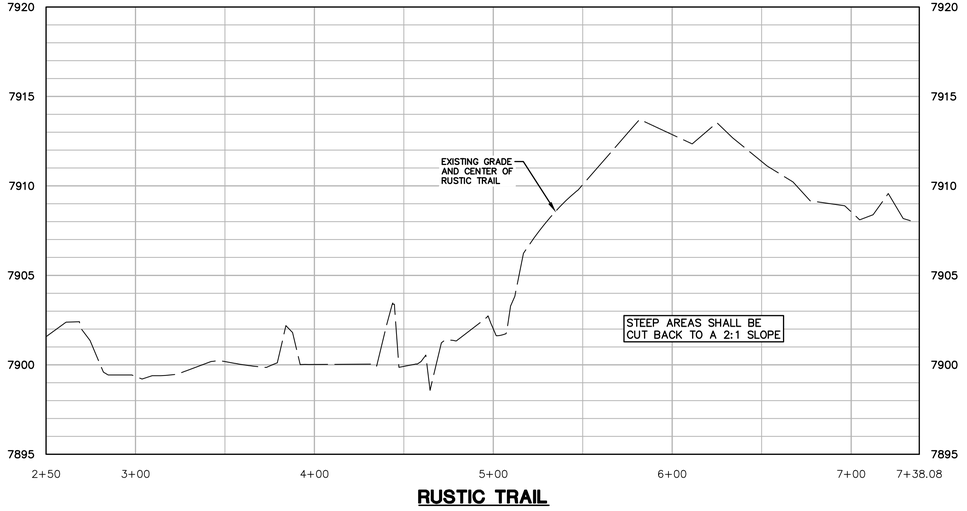
0 4 8 12
VERT. SCALE: 1" = 4'



RUSTIC TRAIL

RUSTIC TRAIL CONSTRUCTION EXAMPLE IMAGES



NOTES

ADD NOTES AS NECESSARY

LEGEND

7902	EXIST. CONTOUR
7902	PROP. CONTOUR
	EXIST. UTILITY POLE
OH	EXIST. OVERHEAD UTILITY LINE
W	EXIST. WATER VALVE
	EXIST. HYDRANT
W	PROP. WATER MAIN
	PROP. HYDRANT
	PROP. GATE VALVE IN BOX
r	EXIST. STORM SEWER
	EXIST. CATCH BASIN OR INLET
R	PROP. STORM SEWER
	PROP. CATCH BASIN OR INLET
	PROP. UNDERGROUND STORM SEWER STORAGE
	PROP. UNDERGROUND STONE BED
s	EXIST. SANITARY SEWER
S	PROP. SANITARY SEWER
	PROP. FLOOR DRAIN
	SIGN
	POST
G	EXIST. GAS VALVE
W	WELL
	FENCE
	RUSTIC TRAIL
	PROP. ELEC. TRANSFORMER
E	PROP. ELECTRIC LINE
G	PROP. GAS LINE

RUSTIC TRAIL BMPS

1. PROPOSED DESIGN CREATES A STABLE TRAIL THAT WILL RESULT IN FEWER PROBLEMS WITH SOIL EROSION AND SEDIMENTATION.
2. INSTALL TEMPORARY EROSION CONTROL MEASURES SUCH AS HAY BALES BEFORE CONSTRUCTION BEGINS. KEEP THEM IN PLACE AND MAINTAINED DURING CONSTRUCTION AND REMOVE THEM ONLY AFTER THE SITE HAS BEEN STABILIZED.
3. BEFORE BEGINNING ANY TRAIL CONSTRUCTION, INSTALL NECESSARY MEASURES TO MINIMIZE AND PREVENT EROSION.
4. STABILIZING SLOPES, CREATING NATURAL VEGETATION BUFFERS, DIVERTING RUNOFF FROM EXPOSED AREAS, CONTROLLING THE VOLUME AND VELOCITY OF RUNOFF, AND CONVEYING THAT RUNOFF AWAY FROM THE CONSTRUCTION AREA ALL SERVE TO REDUCE EROSION.
5. DURING TRAIL CONSTRUCTION, MINIMIZE THE AMOUNT OF SOIL DISTURBANCE AT STREAM CROSSINGS.
6. TRAIL CONSTRUCTION IS BEST DONE DURING THE DRY MONTHS WHEN SOIL SATURATION AND WATER LEVELS ARE AT THEIR LOWEST.
7. THE THREE MOST IMPORTANT FACTORS TO CONSIDER DURING TRAIL CONSTRUCTION ARE THE CHARACTER OF THE LAND ITSELF (SOIL, SLOPE, AND VEGETATIVE COVER), THE TYPE OF EXPECTED USE, AND THE VOLUME OF THAT EXPECTED USE.
8. RUSTIC TRAIL TO BE DESIGN-BUILT BY 10TH MOUNTAIN BUILDERS.

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m:\civil3d_proj\20067\final site plan\20067GP3.dwg, 11/20/2025 4:36 PM, Colton M. Wallace, 36 RUSTIC TRAIL PLAN, MCULC PDF.pc3
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MIDTOWN VILLAGE FINAL PUD

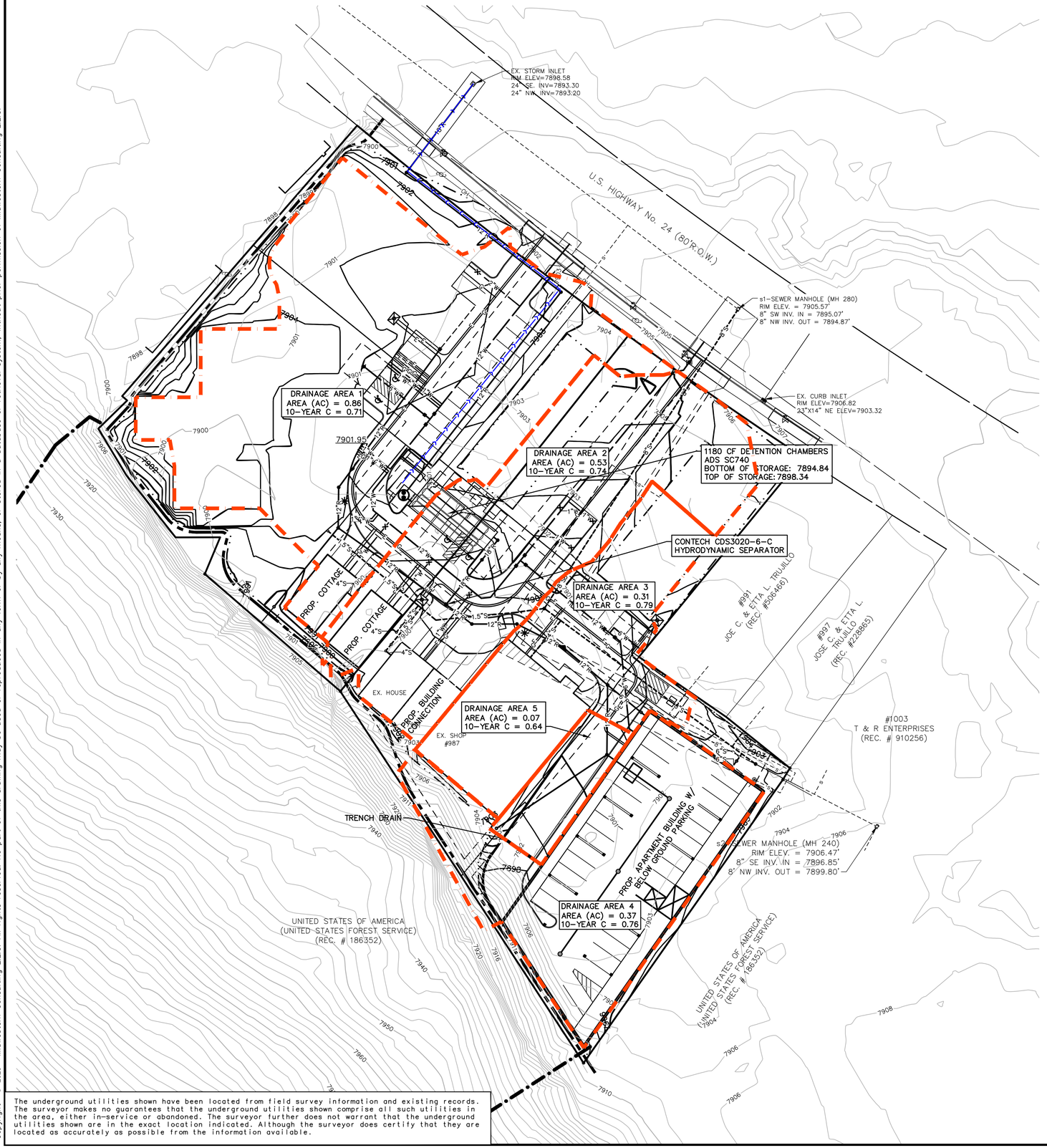
RUSTIC TRAIL PLAN

36

DATE: 09/18/25
SHEET 36 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH: 20067GP3

REV. DATE

JOB No. 20067
REVISIONS:



LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE IN BOX
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED DRAINAGE AREA
- EMERGENCY OVERFLOW ROUTING
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE

SCALE: 1" = 30'

0 30 60 90

Know what's below. Call before you dig.

STORMWATER VOLUME CALCULATIONS

Drainage Area

Cover Type	Soil Type	Area (sft)	Area (ac)	Runoff Coeff. (C)	(C) x (Area)
Building Roof		73,805	1.69	0.95	1.61
Pavement		0	0.00	0.95	0.00
Grass	C	19,416	0.45	0.61	0.27
Water Surface		0	0.00	1.00	0.00
Total		93,221	2.14		1.88
			Weighted C = (Sum(C)x(Area))/(Area Total)=		0.88

1-Hour Rainfall Depth, P1

2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr
0.53	0.69	0.83	1.06	1.26	1.47	2.05

*One Hour precipitation depth (in) from NOAA Atlas 14

Intensity

USDCM V1 Equation 5-3

$$I = \frac{28.5 * P_1}{(10 + T_d)^{0.786}}$$

$$I = \frac{28.5 * 1.47}{(10 + 60)^{0.786}} = 1.49$$

Pre-development 100-year release rate

USDCM V2 Equation 12-5 $q = P_1 * C_1 * S^{C_2} * \left[\frac{C^2}{A}\right]^{C_3} = 8.48 \frac{cfs}{acres}$

$$q = 1.49 * 1.3053 * 0.0133^{0.1651} * \left[\frac{300^2}{93221}\right]^{-0.3490} = 8.48 \frac{cfs}{acres}$$

$$q = 0.9531 * 1.0123 = 0.965 \frac{cfs}{acres}$$

$$0.965 \frac{cfs}{acres} * 2.14\ acres = 2.07\ cfs$$

Proposed 100-Year Volume

USDCM V2 Equation 12-4

$$V_{100} = 1.49 * [(0.341 * 0.792^{1.389} + 0.398 * 0.792^{0.389})]$$

$$V_{100} = 1.49 * [0.2467 + 0.3635]$$

$$V_{100} = 0.9092\ Watershed\ Inches$$

$$V_{100} = 7063\ Cubic\ Feet$$

Infiltration

		Storage Volume (cft)		Design Infilt. Rate	Infilt. Volume in 6-hr	Total Volume
	Area (sft)	Surface	In Soil	(in/hr)	Drawdown (cft)	Reduction (cft)
Detention Infiltraiton	1021	1,827		6.00	3,063	4,890
				Total Volume Reduction Through Infiltraiton		4,890

Detention Outlet Calculations

Storm Event	Req'd Volume	less	6 Hour Infiltration	=	Final Volume to Underground Detention
100 -year (Area to Underground Detention)	7,063 cft	-	4,890 cft	=	**2,173 cft**

Underground Detention Volumes Provided

Elevation	Depth (ft)	Volume (cft)	Cum. Volume (cft)
7894.09	0.00	0	0
7897.01	2.92		1,899
7897.84	3.75		2,268
		Total Volume =	**2,268**

Storage Elevation Calculation

100-Year Elevation (X100)= $\frac{7,897.8 - 7,897.0}{2,268 - 1,899} = \frac{X100 - 7,897.0}{2,173 - 1,899}$ X100 = 7,897.63 ft

100-year Discharge

Orifice Elevation	7897.01 ft
Max Head to 100yr Holes (Hmax-100) = X100 - Xbf =	0.83 ft
Orifice Diameter	1.250 in
Orifice Area	0.009 sft
Number of holes used	1 ea
Area of (1) - 1.25 inch Orific (A100)	0.009 sft
100-year Orifices Max Release Rate (Qmax-100) = 0.62 * A100 * sqrt (2 * g * Hmax100) = 0.62 * 0.009 * sqrt (2 * 32.2 * 0.83) =	0.04 cfs

100-year Drawdown Time

Volume of Storage	2,268 cft
Total 100-year drawdown time = = 2268 cf / 0.04 cfs / 3600 =	15.75 hr

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MIDTOWN VILLAGE FINAL PUD

STORM WATER MANAGEMENT PLAN

37

DATE: 09/18/25
SHEET 37 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
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JOB No. 20067

REVISIONS:	REV.	DATE	COMMENTS
	1	11/20/25	

m:\civil\34_pro\20067\final site plan\20067SR1.dwg, 11/20/2025 4:36 PM, Colton M. Wallace, 37 STORM WATER MANAGEMENT PLAN, MCLLC PDF.pc3
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m:\civil3d_proj\20067\final site plan\20067PR1.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, .N8 STORM SEWER PLAN AND PROFILE VIEW 1, MCLLC PDF.pc3

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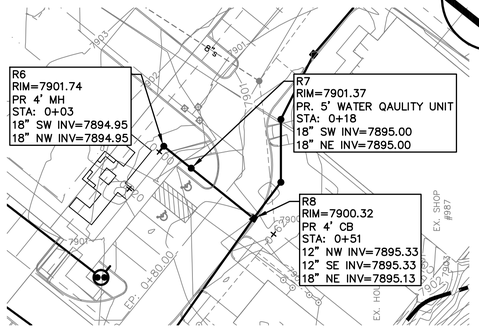
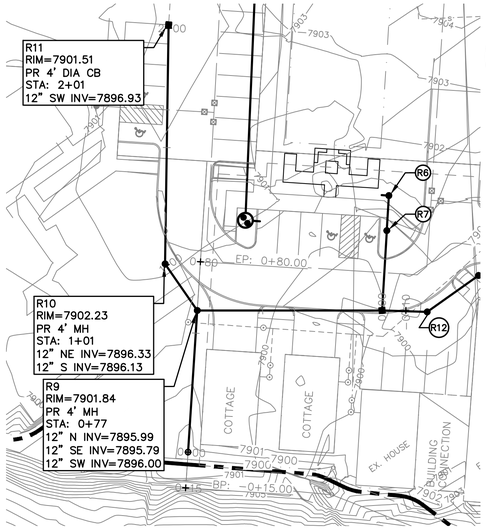
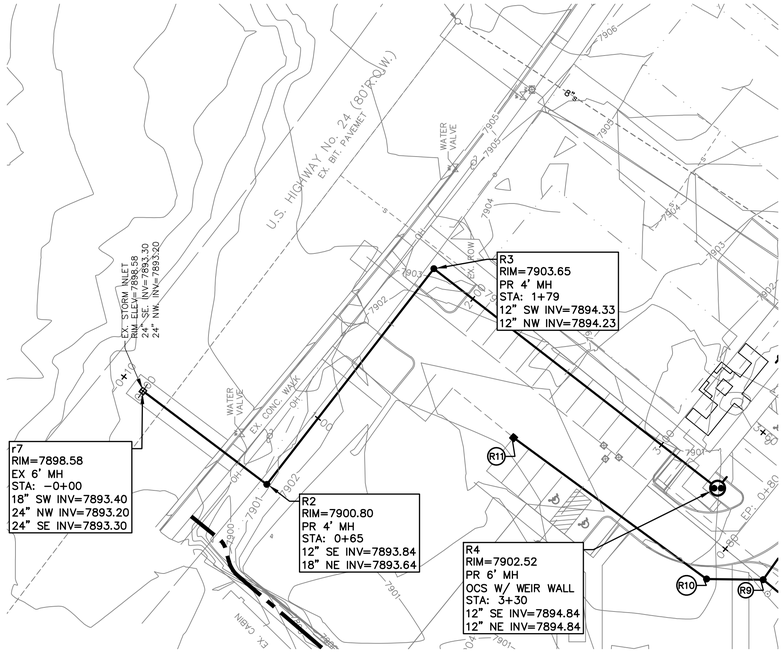






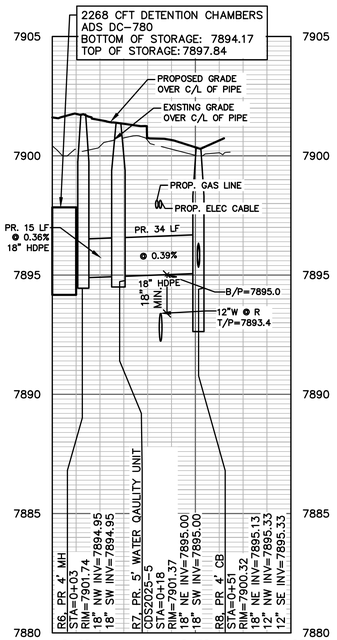
HORZ. SCALE: 1" = 30'

0 30 60 90

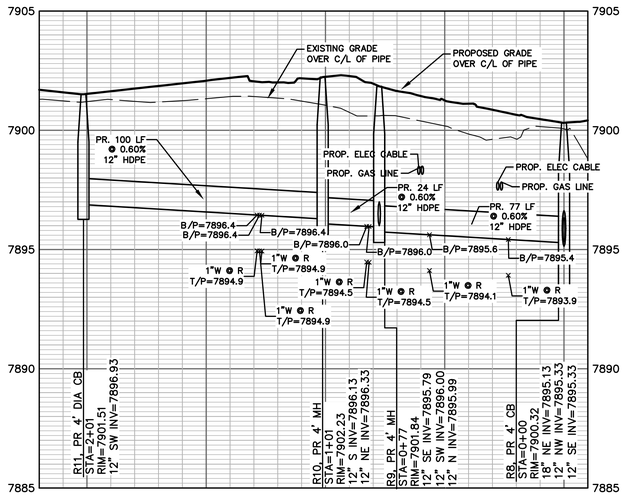
VERT. SCALE: 1" = 3'

0 3 6 9

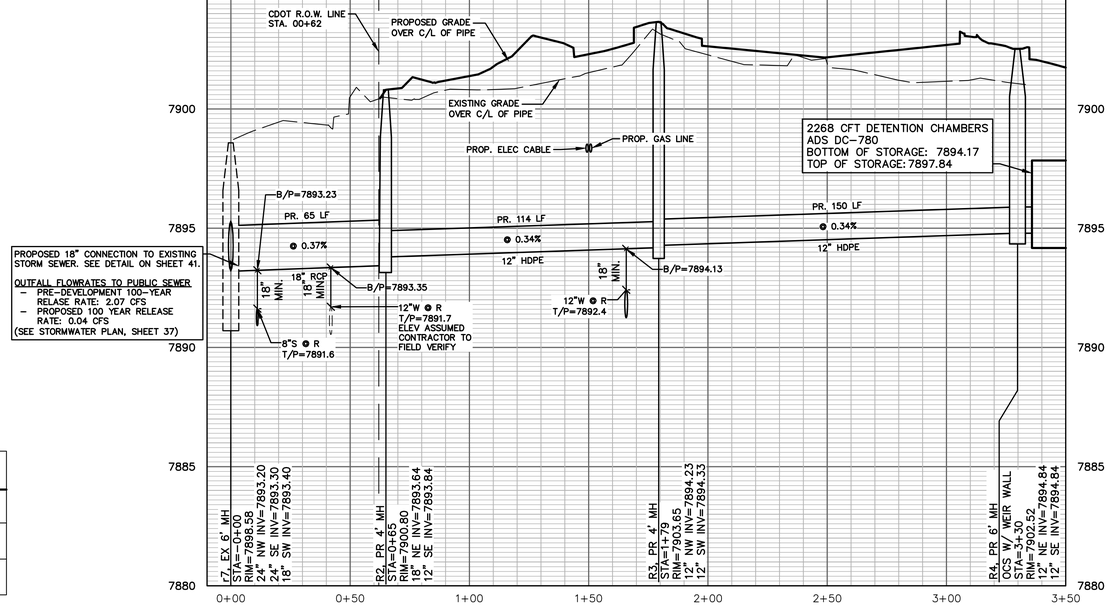
811 Know what's below. Call before you dig.



ST R6 TO R8



ST R8 TO R11



ST R7 TO R4

STORM STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	SUMP	TYPE OF CASTING
r7	6' MH	7898.58	18" SW 7893.40 24" NW 7893.20 24" SE 7893.30	7.38	2'	CDOT TYPE R INLET
R2	4' MH	7900.80	12" SE 7893.84 18" NE 7893.64	7.16	0'	CDOT MANHOLE
R3	4' MH	7903.65	12" SW 7894.33 12" NW 7894.23	9.42	0'	CDOT MANHOLE
R6	4' MH	7901.74	18" SW 7894.95 18" NW 7894.95	6.79	0'	CDOT MANHOLE
R7	5' MH	7901.37	18" SW 7895.00 18" NE 7895.00	6.37	0'	CDOT MANHOLE
R8	4' CB	7900.32	12" NW 7895.33 12" SE 7895.33 18" NE 7895.13	7.18	2'	TYPE 13 CURB INLET
R9	4' MH	7901.84	12" N 7895.99 12" SE 7895.79 12" SW 7896.00	6.05	0'	CDOT MANHOLE

STORM STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	SUMP	TYPE OF CASTING
R10	4' MH	7902.23	12" NE 7896.33 12" S 7896.13	6.10	0'	CDOT MANHOLE
R11	4' CB	7901.51	12" SW 7896.93	4.75	0'	TYPE 13 CURB INLET

LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT (HYD.)
- PROPOSED WATER MAIN
- PROPOSED HYDRANT (HYD.)
- PROPOSED GATE VALVE IN BOX (GVIB.)
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET (CB.)
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET (CB.)
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED UNDERGROUND STONE BED
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE

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MIDTOWN VILLAGE FINAL PUD

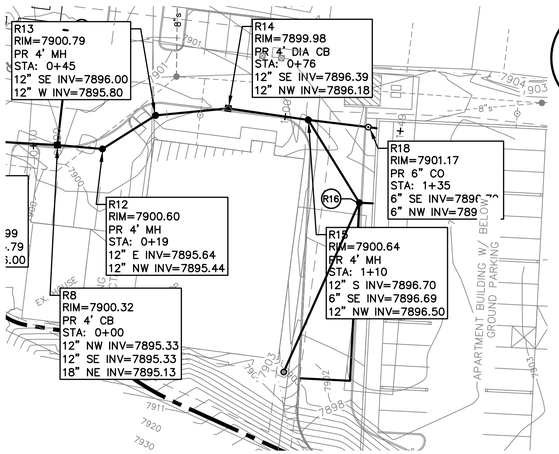
STORM SEWER PLAN AND PROFILE VIEW 1

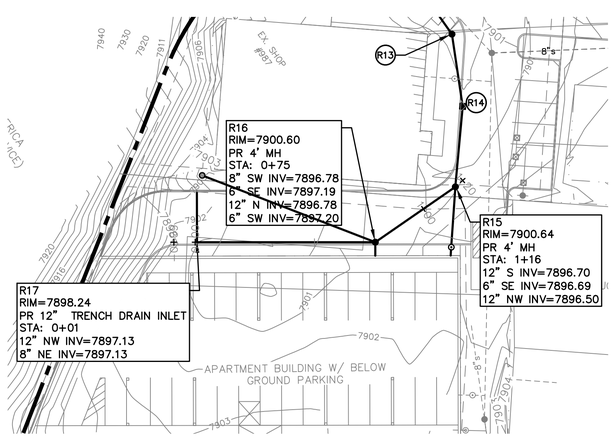
38

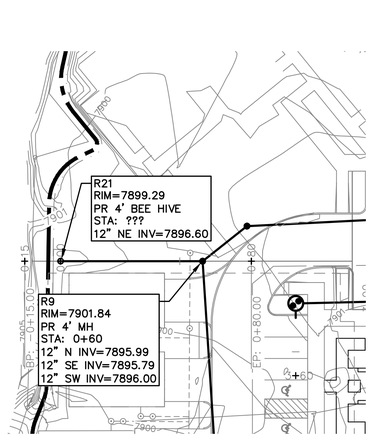
DATE: 09/18/25
SHEET 38 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PR1

JOB No. 20067

REVISIONS:	REV. DATE
REV. PER CDOT COMMENTS	11/20/25

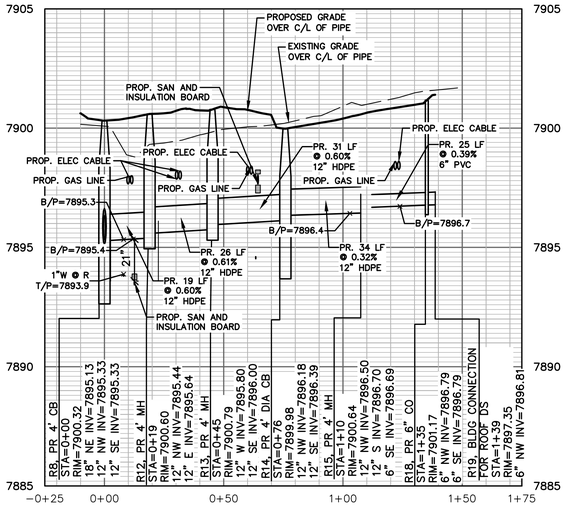




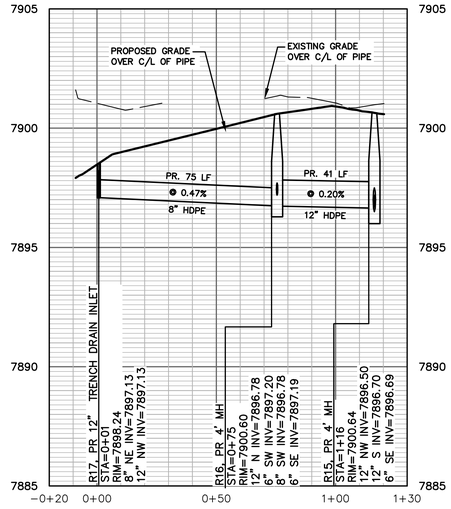


HORZ. SCALE: 1" = 30'
0 30 60 90
0 3 6 9
VERT. SCALE: 1" = 3'

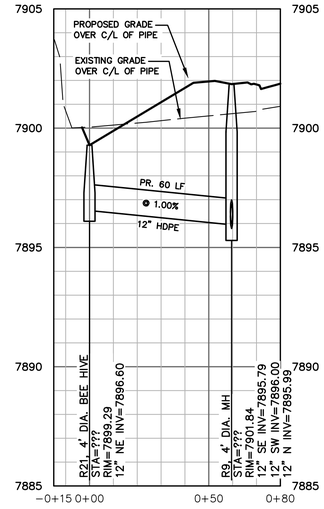
811 Know what's below. Call before you dig.



ST R8 TO R18



ST R15 TO R17



R21 TO R9

STORM STRUCTURE TABLE

STRUCTURE NO.	TYPE	RIM ELEV.	INV.	DEPTH	SUMP	TYPE OF CASTING
R8	4' CB	7900.32	12" NW 7895.33 12" SE 7895.33 18" NE 7895.13	7.18	2'	TYPE 13 CURB INLET
R12	4' MH	7900.60	12" E 7895.64 12" NW 7895.44	5.15	0'	CDOT MANHOLE
R13	4' MH	7900.79	12" SE 7896.00 12" W 7895.80	4.99	0'	CDOT MANHOLE
R14	4' CB	7899.98	12" SE 7896.39 12" NW 7896.18	5.79	2'	TYPE 13 CURB INLET
R15	4' MH	7900.64	12" S 7896.70 6" SE 7896.69 12" NW 7896.50	4.14	0'	CDOT MANHOLE
R16	4' MH	7900.60	8" SW 7896.78 6" SE 7897.19 12" N 7896.78 6" SW 7897.20	3.82	0'	CDOT MANHOLE
R21	4' BEE HIVE	7899.29	12" NE 7896.60	2.69	0'	DOME GRATE

LEGEND

- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING WATER VALVE
- EXISTING HYDRANT (HYD.)
- PROPOSED WATER MAIN
- PROPOSED HYDRANT (HYD.)
- PROPOSED GATE VALVE IN BOX (GVIB.)
- EXISTING STORM SEWER
- EXISTING CATCH BASIN OR INLET (CB.)
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET (CB.)
- PROPOSED UNDERGROUND STORM SEWER STORAGE
- PROPOSED UNDERGROUND STONE BED
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FLOOR DRAIN
- SIGN
- POST
- EXISTING GAS VALVE
- WELL
- FENCE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC LINE
- PROPOSED GAS LINE

COLORADO LICENSED ROBERT C. WAGNER 60475 PROFESSIONAL ENGINEER

MIDWESTERN CONSULTING
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JEFFREY D. ARMISTEAD
970-471-0618

MIDTOWN VILLAGE FINAL PUD

STORM SEWER PLAN AND PROFILE VIEW 2

39

JOB No. 20067
REVISIONS:

REV.	DATE

DATE: 09/18/25
SHEET 39 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
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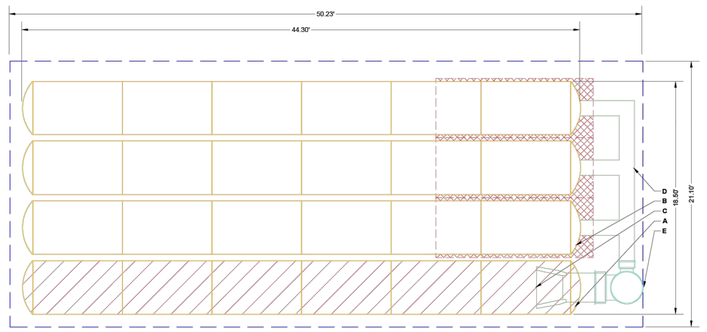
PROPOSED LAYOUT		PROPOSED ELEVATIONS	
24	STORMTECH DC-780 CHAMBERS(8)	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	7909.34
8	STORMTECH DC-780 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	7899.34
6	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	7898.84
9	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	7898.84
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	7898.84
2269	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	7897.84
		TOP OF DC-780 CHAMBER:	7897.34
		12" x 12" TOP MANIFOLD INVERT:	7895.88
		24" ISOLATOR ROW PLUS INVERT:	7894.80
1060	SYSTEM AREA (SF)	BOTTOM OF DC-780 CHAMBER:	7894.84
142.7	SYSTEM PERIMETER (ft)	BOTTOM OF STONE:	7894.09

*INVERT ABOVE BASE OF CHAMBER

PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT*	MAX FLOW
PREFABRICATED EZ END CAP	A	24" BOTTOM PREFABRICATED EZ END CAP, PART#: SC740ECEZ / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	0.10"	
PRE-CORED END CAP	B	12" TOP PRE-CORED END CAP, PART#: SC740EPE12TPC / TYP OF ALL 12" TOP CONNECTIONS	12.50"	
FLAMP	C	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: SC80024RAMP		
MANIFOLD	D	12" x 12" TOP MANIFOLD, ADS N-12	12.50"	
NYLOPLAST (INLET W/ ISO PLUS ROW)	E	30" DIAMETER (24.00" SUMP* MIN)		5.7 CFS IN



ISOLATOR ROW PLUS (SEE DETAIL)

PLACE MINIMUM 12.50' OF ADSPLUS625 WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

BED LIMITS

NOTES
1. THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
2. **NOT FOR CONSTRUCTION** THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

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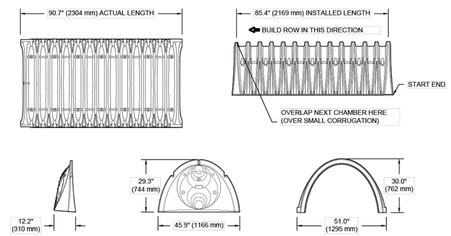
DC-780 TECHNICAL SPECIFICATION

NTS



NOMINAL CHAMBER SPECIFICATIONS

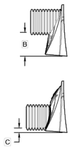
SIZE (W X H X INSTALLED LENGTH)	51.0" X 30.0" X 85.4"	(1295 mm X 762 mm X 2169 mm)
CHAMBER STORAGE	46.2 CUBIC FEET	(1.30 m³)
MINIMUM INSTALLED STORAGE*	78.4 CUBIC FEET	(2.20 m³)
WEIGHT	75.0 lbs.	(33.6 kg)

NOMINAL END CAP SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	45.9" X 29.3" X 9.6"	(1166 mm X 744 mm X 244 mm)
END CAP STORAGE	2.6 CUBIC FEET	(0.07 m³)
MINIMUM INSTALLED STORAGE**	14.4 CUBIC FEET	(0.40 m³)
WEIGHT	11.7 lbs.	(5.3 kg)

* ASSUMES 6" (152 mm) STONE ABOVE, 9" (229 mm) BELOW, AND 6" (152 mm) BETWEEN CHAMBERS
**ASSUMES 6" (152 mm) STONE ABOVE, 9" (229 mm) BELOW END CAPS, 6" (152 mm) BETWEEN ROWS, 12" (305 mm) BEYOND END CAPS

PART #	STUB	B	C
SC740EPE06TPC	6" (150 mm)	18.5" (470 mm)	—
SC740EPE06BPC		—	0.5" (13 mm)
SC740EPE08TPC	8" (200 mm)	16.5" (419 mm)	—
SC740EPE08BPC		—	0.6" (15 mm)
SC740EPE10TPC	10" (250 mm)	14.5" (368 mm)	—
SC740EPE10BPC		—	0.7" (16 mm)
SC740EPE12TPC	12" (300 mm)	12.5" (318 mm)	—
SC740EPE12BPC		—	1.2" (30 mm)
SC740EPE15TPC	15" (375 mm)	9.0" (229 mm)	—
SC740EPE15BPC		—	1.3" (33 mm)
SC740EPE18TPC	18" (450 mm)	5.0" (127 mm)	—
SC740EPE18BPC		—	1.6" (41 mm)
SC740ECEZ*	24" (600 mm)	—	0.1" (3 mm)

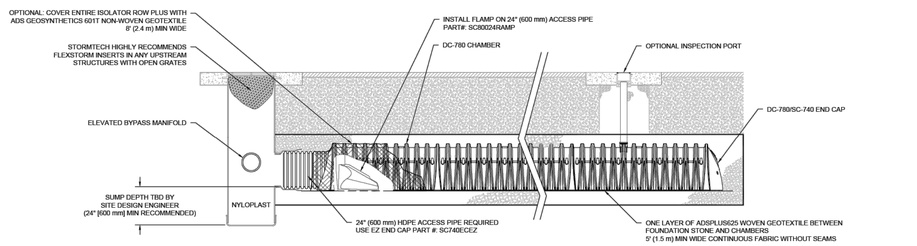


ALL STUBS, EXCEPT FOR THE SC740ECEZ ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.

* FOR THE SC740ECEZ THE 24" (600 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 1.75" (44 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL; PRE-CORED END CAPS END WITH "PC"

2 DC-780 TECHNICAL SPECIFICATION



DC-780 ISOLATOR ROW PLUS DETAIL
NTS

3 DC-780 ISOLATOR ROW PLUS DETAIL

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INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

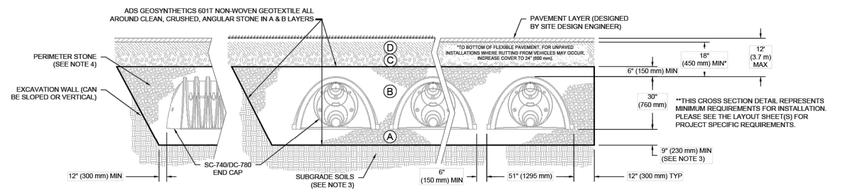
NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

ACCEPTABLE FILL MATERIALS: STORMTECH DC-780 CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
5. WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS 'A' OR 'B' THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. DC-780 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS. REFERENCE STORMTECH DESIGN MANUAL FOR BEARING CAPACITY GUIDANCE.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT/% THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

1 DC-780 CROSS SECTION DETAIL

DRAWN: CW | DATE: 11/20/2025
CHECKED: N/A | PROJECT #:
REV.: | NOT TO SCALE

MIDTOWN VILLAGE
MINTURN, CO, USA

StormTech® Chamber System

ADS
4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS/STORMTECH UNDER THE DIRECTION OF THE PROJECT'S ENGINEER OF RECORD ("EOR") OR OTHER PROJECT REPRESENTATIVE. THIS DRAWING IS NOT INTENDED FOR USE IN BIDDING OR CONSTRUCTION WITHOUT THE EOR'S PRIOR APPROVAL. EOR SHALL REVIEW THIS DRAWING PRIOR TO BIDDING AND/OR CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE EOR TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

SHEET 1 OF 1

COLORADO LICENSED
ROBERT C. WAGNER
60475
PROFESSIONAL ENGINEER

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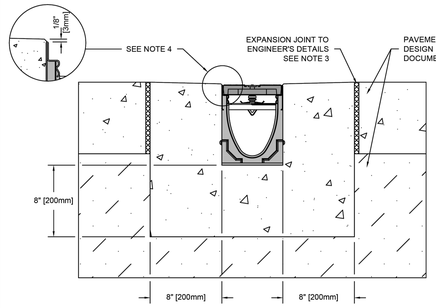
MIDTOWN VILLAGE FINAL PUD

STORM WATER DETAILS 1

40

JOB No. 20067
DATE: 09/18/25
SHEET 40 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067DT1

REVISIONS:
REV. PER CDOT COMMENTS | REV. DATE 11/20/25



NOTES:
1. IT IS NECESSARY TO ENSURE MINIMUM DIMENSIONS SHOWN ARE SUITABLE FOR EXISTING GROUND CONDITIONS. *ENGINEERING ADVICE MAY BE REQUIRED.*
2. MINIMUM CONCRETE STRENGTH OF 4,000 PSI IS RECOMMENDED. CONCRETE SHOULD BE VIBRATED TO ELIMINATE AIR POCKETS.
3. EXPANSION AND CONTRACTION CONTROL JOINTS AND REINFORCEMENT ARE RECOMMENDED TO PROTECT CHANNEL AND CONCRETE SURROUND. *ENGINEERING ADVICE MAY BE REQUIRED.*
4. THE FINISHED LEVEL OF THE CONCRETE SURROUND MUST BE APPROX. 1/8" [3mm] ABOVE THE TOP OF THE CHANNEL EDGE.
5. CONCRETE BASE THICKNESS SHOULD MATCH SLAB THICKNESS. ENGINEERING ADVICE MAY BE REQUIRED TO DETERMINE PROPER LOAD CLASS.
6. REFER TO ACO'S LATEST INSTALLATION INSTRUCTIONS FOR FURTHER DETAILS.

SPECIFICATION CLAUSE

K100 KLASSIKDRAIN - LOAD CLASS E

GENERAL
THE SURFACE DRAINAGE SYSTEM SHALL BE POLYMER CONCRETE K100 CHANNEL SYSTEM WITH GALVANIZED STEEL EDGE RAILS AS MANUFACTURED BY ACO POLYMER PRODUCTS, INC.

MATERIALS
CHANNELS SHALL BE MANUFACTURED FROM POLYESTER RESIN POLYMER CONCRETE WITH AN INTEGRALLY CAST-IN GALVANIZED STEEL EDGE RAIL. MINIMUM PROPERTIES OF POLYMER CONCRETE WILL BE AS FOLLOWS:

COMPRESSIVE STRENGTH:	14,000 PSI
FLEXURAL STRENGTH:	4,000 PSI
TENSILE STRENGTH:	1,500 PSI
WATER ABSORPTION:	0.07%
FROST PROOF	YES
DILUTE ACID AND ALKALI RESISTANT	YES
B117 SALT SPRAY TEST COMPLIANT	YES

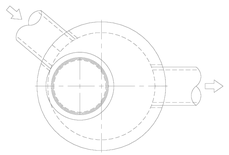
THE SYSTEM SHALL BE 4" (100mm) NOMINAL INTERNAL WIDTH WITH A 5.1" (130mm) OVERALL WIDTH AND A BUILT-IN SLOPE OF 0.5%. CHANNEL INVERT SHALL HAVE DEVELOPED "V" SHAPE. ALL CHANNELS SHALL BE INTERLOCKING WITH A MALE/FEMALE JOINT.

THE COMPLETE DRAINAGE SYSTEM SHALL BE BY ACO POLYMER PRODUCTS, INC. ANY DEVIATION OR PARTIAL SYSTEM DESIGN AND/OR IMPROPER INSTALLATION WILL VOID ANY AND ALL WARRANTIES PROVIDED BY ACO POLYMER PRODUCTS, INC.

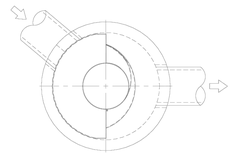
CHANNEL SHALL WITHSTAND LOADING TO PROPER LOAD CLASS AS OUTLINED BY EN 1433. GRATE TYPE SHALL BE APPROPRIATE TO MEET THE SYSTEM LOAD CLASS SPECIFIED AND INTENDED APPLICATION. GRATES SHALL BE SECURED USING 'QUICKLOK' BOLTLESS LOCKING SYSTEM. CHANNEL AND GRATE SHALL BE CERTIFIED TO MEET THE SPECIFIED EN 1433 LOAD CLASS. THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

K1-E-ECP	K100 - KLASSIKDRAIN - LOAD CLASS: E Exposed Concrete Pavement	**ACO Polymer Products, Inc.**
DATE: 08/24/15	INSTALLATION DRAWING - ACO DRAIN	825 W. Beechcraft St Casa Grande, AZ 85122 Tel: 520-421-9988 Fax: 520-421-9899 9470 Pinecone Dr. Mentor, OH 44060 Tel: 440-639-7230 Fax: 440-639-7235 4211 Pleasant Rd. Fort Mill, SC 29708 Tel: 440-639-7230 Fax: 803-802-1063

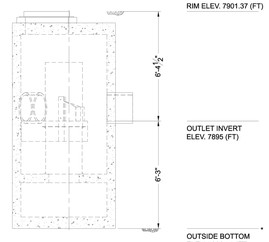
Arizona Tel: 888-490-9552 e-mail: sales@acousa.com Ohio Tel: 800-543-4764 www.acousa.com South Carolina Tel: 800-543-4764



PLAN VIEW
(INTERNALS NOT SHOWN)
SCALE: 1"=40'



SECTION FOR PIPE ORIENTATION
(TOP SLAB NOT SHOWN)
SCALE: 1"=40'



ELEVATION VIEW
SCALE: 1"=50'

MATERIAL LIST		
COUNT	DESCRIPTION	INSTALLED BY
1	CDS2025-5 CYLINDER INSERT, STD	CONTECH
1	SEALANT FOR JOINTS	CONTRACTOR
1	30"Ø 4" FRAME & COVER, EJ#41600484, OR EQUIV.	CONTRACTOR

GENERAL NOTES
1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.ContechES.com
3. CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
4. STRUCTURE SHALL MEET AASHTO HS-20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2', AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M306 AND BE CAST WITH THE CONTECH LOGO.
5. IF REQUIRED, PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.
6. CDS STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 AND AASHTO LOAD FACTOR DESIGN METHOD.

INSTALLATION NOTES
A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE.
C. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
D. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
E. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

* OUTSIDE TOP AND BOTTOM OF SYSTEM MAY DIFFER DEPENDING ON MANUFACTURING LOCATION.

CONTECH
DYOHDS
DRAWING

PROJECT SUMMARY

DESIGN PARAMETERS
• TREATMENT METHOD = CDS
• MODEL = CDS2025-5

The design, architectural plans and specifications, as an instrument of service, are and shall remain the property of Midwestern Consulting, LLC whether the project for which they are prepared is executed or not. They are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining the expressed written permission and consent of Midwestern Consulting, LLC. Visual Contact with these plans and specifications shall constitute prima facie evidence of the acceptance of these restrictions.

Any discrepancies between the supplied information and site conditions must be reported to Midwestern Consulting, LLC prior to the commencement of any work. Failure to do so will result in the forfeiture of any claim for compensation as well as acceptance of full responsibility for any corrective measures required.

MARK	DATE	REVISION DESCRIPTION	BY

CDS CDS2025-5
MIDTOWN VILLAGE
DETENTION INLET
MINTURN,CO

CONTECH ENGINEERED SOLUTIONS LLC
www.ContechES.com
CDS
CONTECH ENGINEERED SOLUTIONS LLC PROVIDES STORMWATER SOLUTIONS. CHOICE OF SYSTEM AND SIZE IS SOLELY THE RESPONSIBILITY OF THE OWNER AND/OR OWNER'S REPRESENTATIVE. CONTECH ENGINEERED SOLUTIONS LLC MAKES NO REPRESENTATION THAT THE USE OF ITS PRODUCTS WILL SATISFY ANY SITE-SPECIFIC REGULATORY REQUIREMENTS.

DATE: 11/20/2025
DESIGNED: DYO
DRAWN: DYO
CHECKED: DYO
APPROVED: DYO
PROJECT No.: 67794
SEQUENCE No.: 92781
SHEET: 1 OF 1

CLIENT
10TH MOUNTAIN BUILDERS
1632 MAIN STREET
MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

FINAL PUD

MIDTOWN VILLAGE

STORM WATER DETAILS 2

41

DATE: 09/18/25
SHEET 41 OF 45
CADD: KJV
ENG: CMW
PM: ROW
TECH:
/20067DT1

JOB No. **20067**
REVISIONS:
REV. PER CDOT COMMENTS
REV. DATE 11/20/25

MIDWESTERN CONSULTING
385 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services

ACO DRAIN
Type 478Q Longitudinal ductile iron grade (ADA)

Product Features

- Certified to EN 1433 Load Class E - 135,000 lbs - 2,788 psi
- Uses 'QuickLok' boltless locking system
- Suitable for use with K100, KS100, H100-8, H100-10, H100K-8 H100KS-8, and NW100 channels
- Manufactured from ductile iron to ASTM A 536-84 - Grade 65-45-12
- E- coated for improved resistance against rust
- Complies with ADA - American Disabilities Act of 1990 Section 4.5.4
- Bicycle Tire Penetration Resistant to AS 3996 - 2006



Specifications

General
The surface drainage system shall be ACO Drain K100, KS100, H100-8, H100-10, H100K-8, H100KS-8, and NW100 channels* complete with ACO Type 478Q longitudinal ductile iron grate with 'QuickLok' locking as manufactured by ACO, Inc. or similar approved.

Materials
The covers shall be manufactured from ductile iron and have ***minimum*** properties as follows:

- ***Independently certified to meet Load Class E to EN 1433 - 135,000 lbs - 2,788 psi***
- ***Ductile iron to ASTM A 536-84 - Grade 65-45-12***
- ***Intake area of 22.5 sq. in. (145.16 cm²) per half meter of grate***

The overall width of 4.85" (123mm) and overall length of 19.69" (500mm). Slots measure at a maximum of 0.28" (7mm).

Installation
The trench drain system and grates shall be installed in accordance with the manufacturer's installation instructions and recommendations.

* delete as appropriate

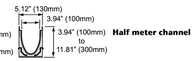
ACO Specification Information

April 2018 www.ACODrain.us

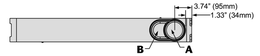
ACO DRAIN
KlassikDrain - K100 Galvanized steel edge rail channel system

One meter channel

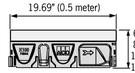


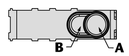


Half meter channel

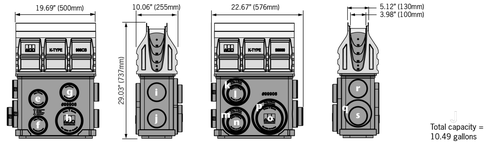


Knock-outs included on every 5th channel





Type K901G In-line catch basin



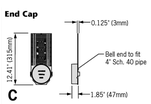
Total capacity = 10.49 gallons

Outlet flow rates

Outlet	Product	Outlet size (Sch. 40)	Invert Depth	GPM	CFS
a	Bottom outlet - K00	4" round	3.94"	108	0.24
a	Bottom outlet - K40	4" round	11.81"	187	0.42
b	Bottom outlet - K00	6" oval	3.94"	177	0.39
b	Bottom outlet - K40	6" oval	11.81"	306	0.68
c	End outlet - K20	4" round	7.87"	132	0.29
c	End outlet - K40	4" round	11.81"	171	0.38
d	K1-308-6 6" outlet cap	6" oval	9.84"	233	0.52
e	K1-408-6 6" outlet cap	6" oval	11.81"	264	0.59
f	Type K1-901G	4" round	19.30"	226	0.50
g	Type K1-901G	4" round	25.67"	265	0.59
h	Type K1-901G	4" round	25.30"	263	0.59
i	Type K1-901G	4" round	18.56"	222	0.49
j	Type K1-901G	6" round	25.85"	586	1.30
k	Type K1-901G	4" round	26.43"	269	0.60
l	Type K1-901G	4" round	19.36"	227	0.51
m	Type K1-901G	6" round	27.30"	604	1.35
n	Type K1-901G	6" round	19.99"	505	1.12
o	Type K1-901G	6" round	26.43"	593	1.32
p	Type K1-901G	8" round	27.30"	1051	2.34
q	Type K1-901G	4" round	27.17"	273	0.61
r	Type K1-901G	4" round	20.68"	235	0.52
s	Type K1-901G	4" round	18.99"	224	0.50
t	Type K1-901G	6" round	27.17"	6.02	1.34

Note: These are the pipe flow rates at the specified outlet, **NOT** channel flow rates. Catch basin flow rates are without trash bucket - using trash bucket reduces flow.

End Cap



6" Oval inlet cap

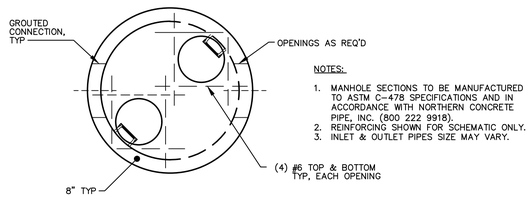


6" Oval outlet cap

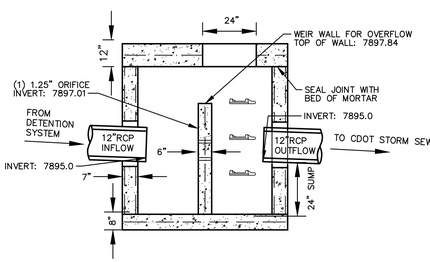


ACO Specification Information

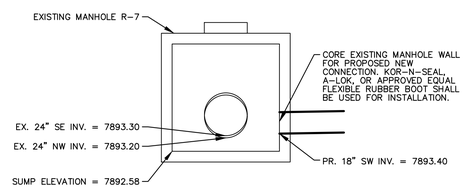
April 2018 www.ACODrain.us



NOTES:
1. MANHOLE SECTIONS TO BE MANUFACTURED TO ASTM C-478 SPECIFICATIONS AND IN ACCORDANCE WITH NORTHERN CONCRETE PIPE, INC. (800 222 9918).
2. REINFORCING SHOWN FOR SCHEMATIC ONLY.
3. INLET & OUTLET PIPES SIZE MAY VARY.



OUTLET CONTROL STRUCTURE
NO SCALE



INLET R-7 PROPOSED CONNECTION
NO SCALE

COLORADO LICENSED
ROBERT C WAGNER
60475
PROFESSIONAL ENGINEER

m:\civil34_pro\20067DT1\final site plan\20067DT1.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 41 STORM WATER DETAILS 2, MCLLC PDF pc3
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CONSTURCITON MANAGEMENT PLAN

General

1. A preconstruction meeting will be required prior to the start of construction.
2. A grading permit shall be required for all construction activities
3. Water main and service line construction shall conform to the requirements of Minturn and the Eagle River Water and Sanitation District (ERWSD). Minturn requirements govern, ERWSD specifications are supplementary.
4. The water use rate for use of water or any construction purpose shall be established by resolution of the Town Council.
5. Access for emergency vehicles shall be maintained at all times
6. Hours of work will be within the hours of 7:00 a.m. to 7:00 p.m.
7. Contractor is responsible for the application and maintenance of a "permit for stormwater discharge associated with construction activity" from the Colorado Department of Health and Environment, Water Quality Control Division. The application is required at least 10 days prior to the anticipated construction start date.
8. Construction activities shall be subject to inspection by the Town Engineer. Observation and testing shall be done in accordance with requirements set by the Minturn Municipal Code Appendix C, Chapter 2 section 1.01 and requirements of the Eagle River Water & Sanitation District.

Noise and Vibration Standards (MMC Sec. 16-18-30)

1. Maximum permissible noise levels. Every use shall be operated such that the noise level produced does not inherently and recurrently exceed sixty (60) decibels during the hours of 7:00 a.m. to 7:00 p.m., or fifty-five (55) decibels from 7:00 p.m. to 7:00 a.m.
   a. Measured along property boundary. Noise levels shall be measured at any point along any boundary line of the property on which the use is located.
      i. Measurement when there are multiple uses on a single parcel. Where more than one (1) use is located within the boundaries of a property, then the noise levels shall also be measured along any wall of any other building on the property.
   b. Vibration generated. Every use shall be so operated that it does not inherently and recurrently generate a ground vibration that is perceptible at any point along any boundary line of the property on which the use is located. Where more than one (1) use is located within the boundaries of a property, then this standard shall also be measured along any wall of any other building on the property. Noise requirements.

Air quality, smoke and particulate standards (MMC Sec. 16-18-40)

Dust control is required for this project.

1. Smoke emission. Every use shall be so operated that it does not emit smoke exceeding a density of No. 1 on the Ringelmann Chart.
2. Emission of particulate matter. Every use shall be so operated that it does not emit particulate matter exceeding two-tenths (0.2) grains per cubic foot of the flue gas at a stack temperature of five hundred (500) degrees Fahrenheit.
3. Projection of dust. Every use shall be operated so that dust shall not be projected beyond any boundary line of the property on which the use is located. Where more than one (1) use is located within the boundaries of a property, then each use shall be operated so that dust is not projected onto any wall of any other building on the property.
4. Projection of fumes. Every use shall be so operated that it does not emit an obnoxious or dangerous degree of fumes beyond any boundary line of the property on which the use is located. Where more than one (1) use is located within the boundaries of a property, then each use shall be operated so that dust is not projected onto any wall of any other building on the property.

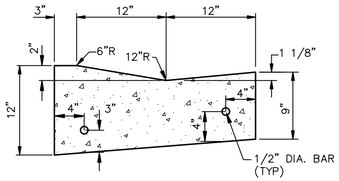
Erosion control and sedimentation control

Erosion control and sedimentation controls are required for this project.

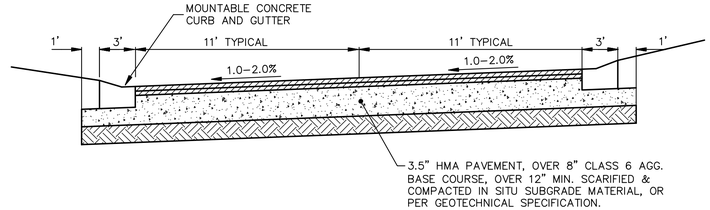
1. Infiltration practices
   Infiltration practices include measures to percolate runoff into soils. Typical practices include rock-filled trenches or basins (dry wells) and diversion of storm runoff into vegetated areas. Directing water from impervious areas and allowing it to percolate reduces sediment transported off-site
   a. Maintenance
      i. Clean out accumulated sediment and debris before the system fails to infiltrate storm runoff. It may be necessary to replace the upper layer of stone.
      ii. If rapid clogging occurs and pre-sedimentation BMP's cannot be placed upstream, install surface-maintained BMP's.
      iii. Monitor observation well to evaluate whether soil is clogging or infiltration device is not performing as designed.
2. Silt Fences
   Silt Fences are temporary barriers constructed of woven synthetic material, buried at the bottom, stretched and supported by posts. The goal of this BMP is to reduce velocity and pool sheet flow from an eroding area, allowing the sediment to settle. Silt fences can be used along the base of slopes, around stockpiles and at other discrete areas where erosion is likely to occur.
   a. Installation/ Design Guidelines
      i. Use only in areas of dispersed low-velocity runoff. Less than 1/4 acre should drain to each 100 foot of fence.
      ii. Anchor fences along the contour below the toe of disturbed slopes. Place fences to pond, not filter, runoff. A minimum of five feet of potential ponding area is recommended between the fence and the toe of the slope.
      iii. Avoid placing silt fences in ditches, except where erosion potential is low.
      iv. To properly install silt fence:
         1. Excavate a trench at least 6" deep, the length of the proposed barrier
         2. Place the bottom 6" to 1' of the fence material into the trench (see diagram).
         3. Drive posts at least 12" into the ground at intervals of 10' or less on the down gradient side of the trench.
         4. Backfill and compact soil over the fence material in the trench.
         5. Secure the fence to the posts.
      v. Minimize the number of joints between fences and overlap joints where they are unavoidable.
      vi. Silt fences should remain in place until vegetation has been established.
   b. Special Considerations in Mountain Areas
      i. Thin, rocky soils may preclude the use of this BMP.
      ii. Sediment traps, check dams, or berms are often better alternatives in rocky soils, especially where depth to bedrock is shallow.
      iii. Wire mesh and steel posts are recommended to reinforce the fence where rockfalls may occur, grading may place soils against fence, or near environmentally sensitive areas.
      iv. Leave enough area up gradient of the fence for runoff to pond and sediment to settle. Excavating up gradient of fence may be necessary to pond sufficient water to cause sediment deposition.
      v. Silt fence often must be installed several times during construction due to changing slopes and hydrology of the site.
   c. Maintenance
      i. Check fences weekly and after rain or snowmelt.
      ii. Ensure silt fence material remains entrenched and anchored.
      iii. Look for rills under or around fences.
      iv. Replace torn or damaged sections of fence.
      v. Remove excess sediment periodically, at a minimum when sediment reaches a depth of 8 inches.

WATER MAIN SHUTDOWN NOTES

1. WATER MAIN SHUTDOWN NOTES ARE REQUIREMENTS.
2. THE TOWN, FIRE DEPARTMENT, AND ANY AFFECTED PROPERTIES SHALL BE PROVIDED WITH A "HEADS UP" NOTICE TWO WEEKS IN ADVANCE OF A SCHEDULED WATER SHUTDOWN.
3. THE TOWN, FIRE DEPARTMENT AND AFFECTED PROPERTIES SHALL BE PROVIDED WITH DIRECT 48 HOUR NOTICE IN ADVANCE OF A SHUTDOWN.
4. CONNECTIONS TO THE EXISTING WATER MAIN ARE LIMITED TO ONE SINGLE CONNECTION AT ANY ONE TIME.
5. THERE SHALL BE A MINIMUM OF ONE WEEK BETWEEN SCHEDULED SHUTDOWNS.
6. THE MAXIMUM TIME ALLOWED FOR ANY SHUTDOWN OF SERVICE IS 6 HOURS.
7. SHUTDOWNS ARE NOT ALLOWED ON FRIDAY.
8. PRIOR TO SCHEDULING A CONNECTION TO THE EXISTING WATER MAIN, THE CONTRACTOR SHALL CONFIRM WITH THE TOWN THAT TANK 2 IS IN SERVICE. IF TANK 2 IS NOT IN SERVICE, CONTRACTOR SHALL COORDINATE ANY NECESSARY FIRE PROTECTION REQUIREMENTS WITH THE FIRE DEPARTMENT.
9. MINTURN PUBLIC WORKS MUST BE ONSITE TO INSPECT EACH TIE-IN TO THE EXISTING MAIN.
10. THE TOWN SUGGESTS THAT THE MAIN BE EXPOSED THE DAY BEFORE THE TIE-IN TO MINIMIZE THE TIME REQUIRED FOR AN OUTAGE.
11. CDOT UTILITY PERMITS WILL BE REQUIRED FOR WORK IN THE US 24 RIGHT OF WAY. PERMITS SHALL BE PROVIDED AT FINAL PLAN.

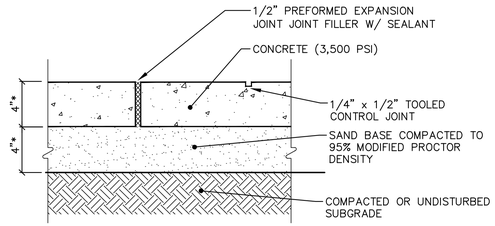


MOUNTABLE CONCRETE CURB & GUTTER
NOT TO SCALE



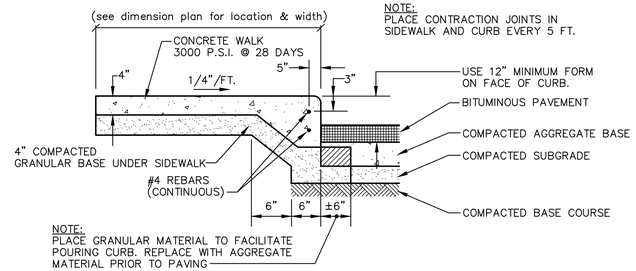
NOTE: SECTION MAY VARY DEPENDING ON SUBGRADE.
DESIGNER TO SUBMIT PAVEMENT DESIGN VERIFICATION.

TYPICAL ROAD CROSS SECTION
NOT TO SCALE



NOTE:
* INCREASE CONCRETE WALK TO 6" WHEN CROSSING A SINGLE-FAMILY OR DOUBLE-FAMILY DRIVEWAY, AND TO 8" FOR COMMERCIAL DRIVE CROSSINGS. USE 6" SAND BASE AT RESIDENTIAL DRIVE CROSSINGS, AND 8" AGGREGATE BASE (98% MODIFIED PROCTOR) AT COMMERCIAL DRIVE CROSSINGS.

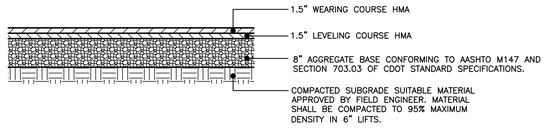
CONCRETE WALK DETAIL
NOT TO SCALE



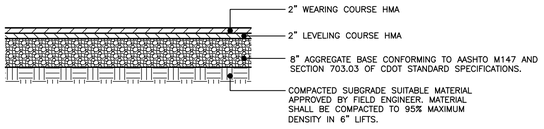
NOTE:
PLACE CONTRACTION JOINTS IN SIDEWALK AND CURB EVERY 5 FT.

NOTE:
PLACE GRANULAR MATERIAL TO FACILITATE POURING CURB. REPLACE WITH AGGREGATE MATERIAL PRIOR TO PAVING

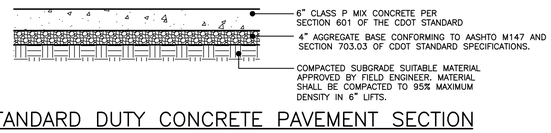
TYPICAL INTEGRAL WALK & CURB
NOT TO SCALE



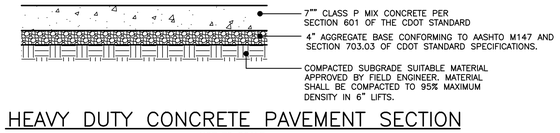
STANDARD DUTY BITUMINUOUS PAVEMENT SECTION
NOT TO SCALE



HEAVY DUTY BITUMINUOUS PAVEMENT SECTION
NOT TO SCALE



STANDARD DUTY CONCRETE PAVEMENT SECTION
NOT TO SCALE



HEAVY DUTY CONCRETE PAVEMENT SECTION
NOT TO SCALE

CONSTRUCTION SEQUENCE	OPERATION TIME SCHEDULE BEGINNING MARCH 2026												
	2026							2027					
	MARCH	APRIL	MAY	JUNE	JULY	AUG.		MARCH	APRIL	MAY	JUNE	JULY	
SESC PRE-GRADING MEETING													
INSTALL AND MAINTAIN SOIL EROSION CONTROL MEASURES AS REQUIRED													
UTILITY INSTALLATION AND SITE DEMOLITION													
MASS EXCAVATION													
FOUNDATION CONSTRUCTION													
STORMWATER MANAGEMENT INSTALLATION													
CURBING AND FIRST COURSE ASPHALT													
BUILDING CONSTRUCTION													
SECOND COURSE ASPHALT													
FINAL GRADE SITE													
PLACE LANDSCAPING, MULCH, AND SEEDING													
FINAL CLEAN-UP & REMOVAL OF SOIL EROSION CONTROLS													

COLORADO LICENSED
ROBERT C. WAGNER
60475
PROFESSIONAL ENGINEER

MIDWESTERN CONSULTING
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Land Development • Land Survey • Institutional • Municipal
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CLIENT
10TH MOUNTAIN BUILDERS
1632 MAIN STREET
MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

MIDTOWN VILLAGE FINAL PUD

SITE DETAILS & CONSTRUCTION MANAGEMENT PLAN

42

DATE: 09/18/25
SHEET 42 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:

JOB No. 20067

REVISIONS:	REV. DATE
PER MINTURN REVIEW	03/03/26

M:\civil3d_proj\20067\final site plan\20067DT1.dwg, 3/3/2026 5:25 PM, Colton M. Wallace, 42 SITE DETAILS & CONSTRUCTION MANAGEMENT PLAN, MCLLC PDF pc3
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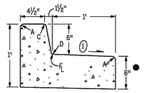
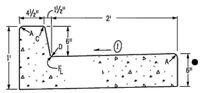
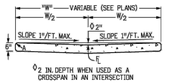


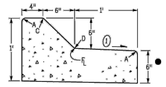
CURB AND GUTTER TYPE 2
(SECTION IB)
(6 IN. BARRIER - 1 FT. GUTTER)



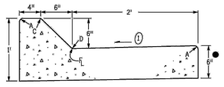
CURB AND GUTTER TYPE 2
(SECTION IIB)
(6 IN. BARRIER - 2 FT. GUTTER)



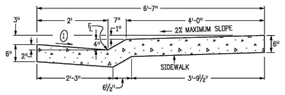
GUTTER TYPE 2



CURB AND GUTTER TYPE 2
(SECTION IM)
(6 IN. MOUNTABLE - 1 FT. GUTTER)



CURB AND GUTTER TYPE 2
(SECTION IIM)
(6 IN. MOUNTABLE - 2 FT. GUTTER)



CURB AND GUTTER TYPE 2
(SECTION MS)
(4 IN. MOUNTABLE WITH SIDEWALK)

GENERAL NOTES

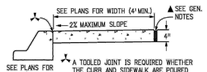
1. ON ROADWAY CURVES WITH A RADIUS OF 1,900 FT. OR LESS, CURBS AND GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE, UNLESS OTHERWISE NOTED ON THE PLANS. A MAXIMUM CHORD LENGTH OF 10 FT. MAY BE USED WHEN THE CURVE RADIUS IS GREATER THAN 1,900 FT.
2. CONCRETE SHALL BE CLASS B.
3. PROFILE GRADE OF CURBS AND GUTTERS SHALL BE LOCATED AT THE FLOW LINE.
4. CURB TYPE 4 (KEY-WAY) MAY BE USED IN LIEU OF CURB AND GUTTER TYPE 2 (SECTIONS IB AND IM) UNLESS OTHERWISE SPECIFIED ON THE PLANS.
5. GUTTER CROSS SLOPES MAY BE ADJUSTED TO FACILITATE DRAINAGE FOR PROFILE GRADES AS SHOWN ON THE PLANS.
6. THICKNESS OF CURB AND GUTTER SECTION SHALL MATCH CONCRETE PAVEMENT THICKNESS IF SHOWN ON THE PLANS. CURB AND GUTTER SHALL BE CLASS P CONCRETE IF PLACED MONOLITHICALLY WITH CONCRETE PAVEMENT.
7. INCREASE SIDEWALK THICKNESS TO 6 IN. AT LOCATIONS SHOWN ON THE PLANS.
8. MINIMUM SIDEWALK WIDTH IS 4 FT.

▲ EXPANSION JOINTS SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE ½ IN. THICK AND SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.

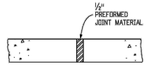
Ⓘ GUTTER CROSS SLOPES SHALL BE ½ IN./FT. WHEN DRAINING AWAY FROM CURB AND 1 IN./FT. WHEN DRAINING TOWARD CURB (WITH EXCEPTION TO IMMEDIATELY ADJACENT TO CURB RAMPS - SEE STANDARD PLAN M-608-1 FOR SLOPE REQUIREMENTS).

● WHEN TIE BARS ARE REQUIRED, THE GUTTER THICKNESS SHALL BE INCREASED TO THE PAVEMENT THICKNESS (T). BARS SHALL BE EPOXY-COATED #4 CONFORMING TO AASHTO M 284 AND SPACED AT 3 FT. INTERVALS. THEY SHALL BE INSERTED ½ AND 1½ LENGTH INTO THE GUTTER.

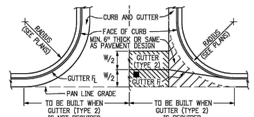
LEGEND FOR RADII
A = 1/16 TO 1/4"
B = 1"
C = 1½"
D = 1½" TO 2"



CONCRETE SIDEWALK



SIDEWALK EXPANSION JOINT



CONSTRUCTION OF CONCRETE GUTTERS AT INTERSECTION

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Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK			
Last Modification Date: 07/31/19			
Detailer Initials: LTA			
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English			

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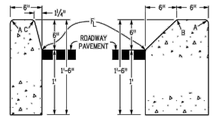
Project Development Branch JBK

CURB, GUTTERS, AND SIDEWALKS

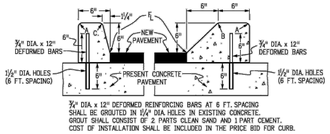
Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-609-1
Standard Sheet No. 1 of 4
Project Sheet Number:



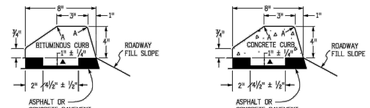
CURB TYPE 2
(SECTION B)
6 IN. BARRIER

CURB TYPE 2
(SECTION M)
6 IN. MOUNTABLE



CURB TYPE 4
(SECTION B)
6 IN. BARRIER

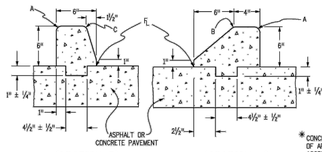
CURB TYPE 4
(SECTION M)
6 IN. MOUNTABLE



CURB TYPE 6
(SECTION M)
4 IN. MOUNTABLE

NOTE: BITUMINOUS OR CONCRETE* UNLESS OTHWISE SPECIFIED ON THE PLANS.

▲ KEY-WAY MAY BE OMITTED WHEN PLACED UNDER GUARDRAIL.

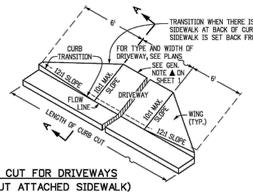


(SECTION B) (SECTION M)

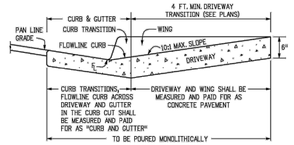
CURB TYPE 4 (KEY-WAY)*

LEGEND FOR RADII
A = 1/16 TO 1/4"
B = 1"
C = 1½"
D = 1½" TO 2"

* CONCRETE CLASS B SHALL CONTAIN 1.5 POUNDS PER CUBIC YARD OF APPROVED POLYPROPYLENE FIBERS AND MAY HAVE A NOMINAL AGGREGATE SIZE OF ⅜ IN.



CURB CUT FOR DRIVEWAYS
(WITHOUT ATTACHED SIDEWALK)



SECTION A-A

CONCRETE PAVEMENT (DRIVEWAYS)



TRANSVERSE CONTRACTION JOINT
FOR CONCRETE PAVEMENT (DRIVEWAYS)

Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK			
Last Modification Date: 07/31/19			
Detailer Initials: LTA			
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English			

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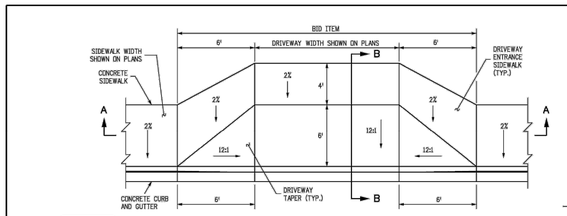
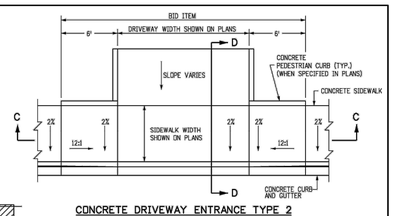
CURB, GUTTERS, AND SIDEWALKS

Issued by the Project Development Branch: July 31, 2019

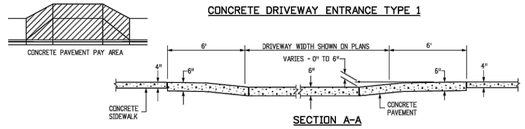
STANDARD PLAN NO.
M-609-1
Standard Sheet No. 2 of 4
Project Sheet Number:



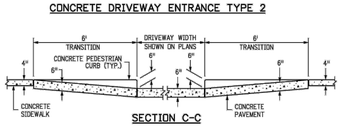
CONCRETE DRIVEWAY ENTRANCE TYPE 1



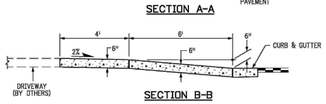
CONCRETE DRIVEWAY ENTRANCE TYPE 2



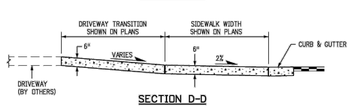
SECTION A-A



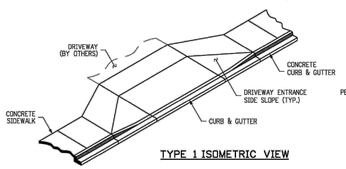
SECTION C-C



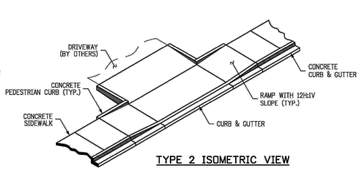
SECTION B-B



SECTION D-D



TYPE 1 ISOMETRIC VIEW



TYPE 2 ISOMETRIC VIEW

NOTES

1. DRAINAGE STRUCTURES, TRAFFIC SIGNAL EQUIPMENT, JUNCTION BOXES, AND OTHER OBSTRUCTIONS SHOULD NOT BE PLACED IN FRONT OF THE DRIVEWAY RAMP ACCESS AREAS.
2. FOR THE CURB AND GUTTER SHOWN, SEE PLANS FOR CURB TYPE.
3. RAMP SLOPES SHALL BE 12:1 OR FLATTER.
4. CONSTRUCTION OF THE CONCRETE PEDESTRIAN CURB SHALL BE INCLUDED IN THE BID PRICE OF THE CONCRETE PAVEMENT.

Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
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Last Modification Date: 07/31/19			
Detailer Initials: LTA			
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English			

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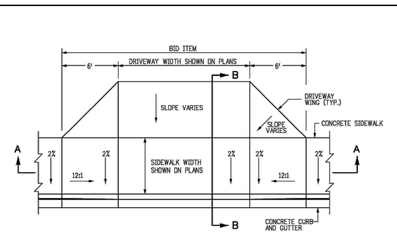
CURB, GUTTERS, AND SIDEWALKS

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-609-1
Standard Sheet No. 3 of 4
Project Sheet Number:



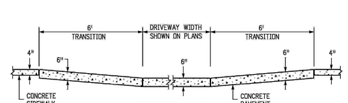
CONCRETE DRIVEWAY ENTRANCE TYPE 3



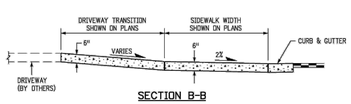
CONCRETE PAVEMENT PAY AREA

NOTES

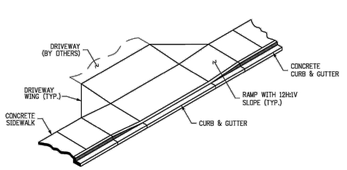
1. DRAINAGE STRUCTURES, TRAFFIC SIGNAL EQUIPMENT, JUNCTION BOXES, AND OTHER OBSTRUCTIONS SHALL NOT BE PLACED IN FRONT OF THE DRIVEWAY RAMP ACCESS AREAS.
2. FOR THE CURB AND GUTTER SHOWN, SEE PLANS FOR CURB TYPE.
3. RAMP SLOPES SHALL BE 12:1 OR FLATTER.



SECTION A-A



SECTION B-B



TYPE 3 ISOMETRIC VIEW

Computer File Information		Sheet Revisions	
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Last Modification Date: 07/31/19			
Detailer Initials: LTA			
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English			

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Project Development Branch JBK

CURB, GUTTERS, AND SIDEWALKS

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-609-1
Standard Sheet No. 4 of 4
Project Sheet Number:

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Wireless Communications • Transportation • Landfill Services

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MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

MIDTOWN VILLAGE FINAL PUD

CDOT CURB GUTTER AND SIDEWALKS DETAILS

43

DATE:
SHEET 43 OF 45
CADD: KJV
ENG: CMW
PM: ROW
TECH:
/20067/01

JOB No. 20067
REVISIONS:
REV. DATE

m:\civil3d_proj\20067\civil site plan\20067101.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 43 CDOT CURB GUTTER AND SIDEWALKS DETAILS, MCLLC PDF.pc3
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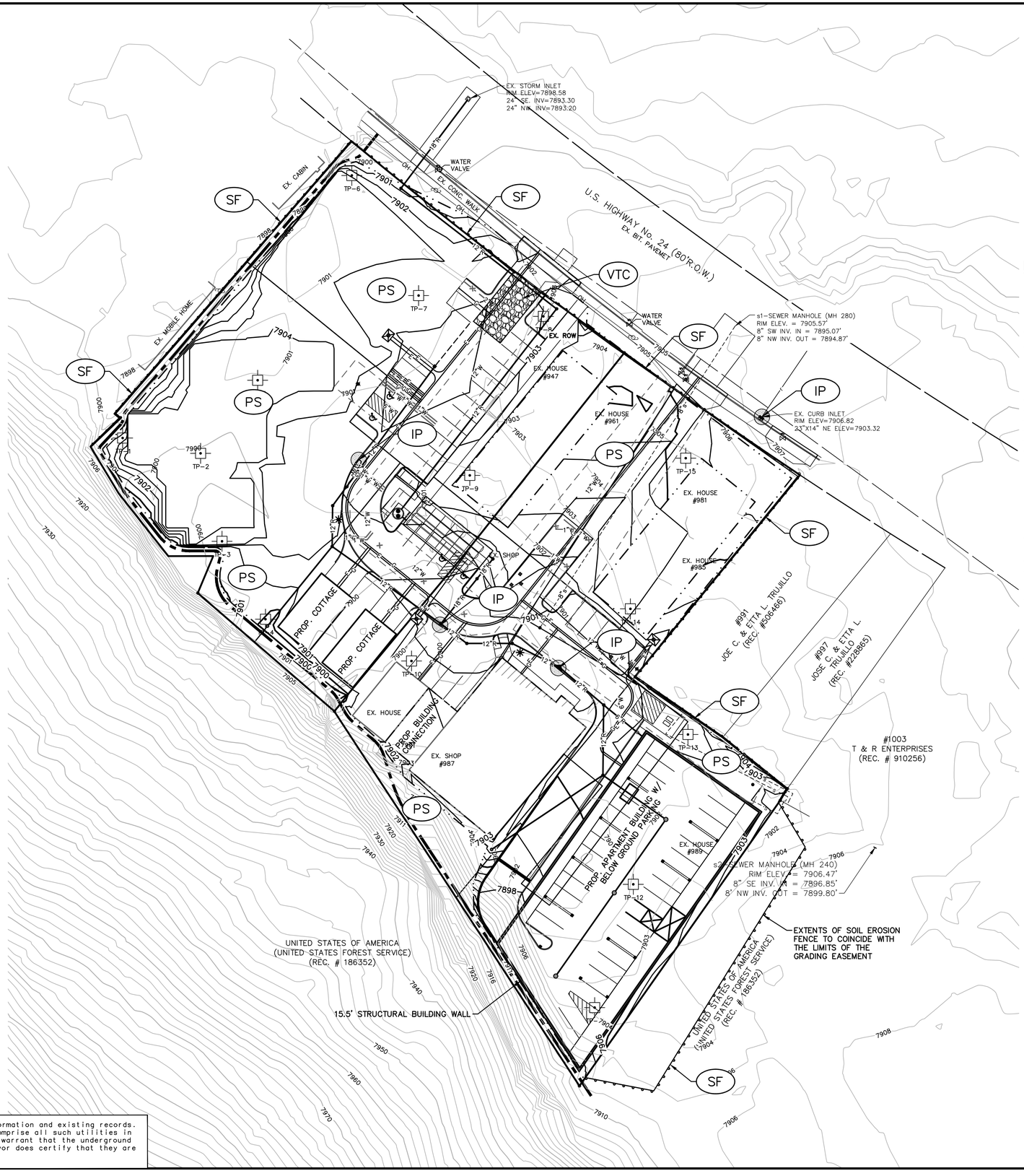
SOIL EROSION CONTROL MEASURES

t = temporary p = permanent

PS	SEEDING WITH MULCH AND/OR MATTING	IP	C.B./INLET FILTER
CF	CONSTRUCTION FENCE OR SNOW FENCE	VTC	VEHICLE TRACKING CONTROL
SF	GEOTEXTILE SILT FENCE	CD	CHECK DAM



SCALE: 1" = 30'

0 30 60 90

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

LEGEND

7902	EXISTING CONTOUR
7902	PROPOSED CONTOUR
×7902.2	EXISTING SPOT ELEVATION
7902.2×	PROPOSED SPOT ELEVATION
	EXISTING UTILITY POLE
OH	EXISTING OVERHEAD UTILITY LINE
W	EXISTING WATER VALVE
	EXISTING HYDRANT
W	PROPOSED WATER MAIN
	PROPOSED HYDRANT
	PROPOSED GATE VALVE IN BOX
r	EXISTING STORM SEWER
	EXISTING CATCH BASIN OR INLET
R	PROPOSED STORM SEWER
	PROPOSED CATCH BASIN OR INLET
	PROPOSED UNDERGROUND STORM SEWER STORAGE
s	EXISTING SANITARY SEWER
S	PROPOSED SANITARY SEWER
	PROPOSED FLOOR DRAIN
	SIGN
	POST
	EXISTING GAS VALVE
W	WELL
	FENCE
	PROPOSED ELECTRIC TRANSFORMER
E	PROPOSED ELECTRIC LINE
G	PROPOSED GAS LINE
	PROPOSED INLET PROTECTION
	PROPOSED SILT FENCE

NOTES

1. CONTRACTOR IS TO OBTAIN ALL RELEVANT PERMITS PRIOR TO THE BEGINNING OF CONSTRUCTION ON SITE.
2. CONTRACTOR SHALL INSTALL ALL EROSION CONTROL MEASURES PRIOR TO THE BEGINNING OF CONSTRUCTION AND SHALL MAINTAIN ALL SAID MEASURES FOR THE ENTIRE DURATION OF CONSTRUCTION.
3. THE ACTUAL LOCATION OF THE MUD TRACKING MAT AND THE GRAVEL FILTERS MAY BE ADJUSTED BY THE CONTRACTOR TO MATCH CONTRACTOR'S OPERATIONS AND FIELD CONDITIONS, BUT ONLY IF APPROVED BY THE ENGINEER.
4. REMAINING DEVELOPMENT PHASES TO BE MASS GRADED AND SEEDED AS INDICATED
5. ANY RESTORATION AREA WITH A SLOPE LESS STEEP THAN 6:1 (6 FT. MEASURED HORIZONTALLY AND 1 FT. MEASURED VERTICALLY) SHALL BE SEEDED AND MULCHED. ANY RESTORATION AREA WITH A SLOPE STEEPER THAN 6:1 SHALL BE SEEDED AND MULCHED USING A SOIL EROSION CONTROL FABRIC OR BLANKET.

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

COLORADO LICENSED ROBERT C. MACKLER 60475 PROFESSIONAL ENGINEER

MIDWESTERN CONSULTING
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MIDTOWN VILLAGE FINAL PUD

SOIL EROSION PLAN

44

JOB No. 20067
REVISIONS: REV. DATE

DATE: 09/19/25
SHEET 44 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067SE1

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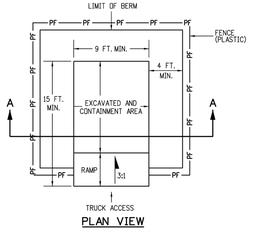
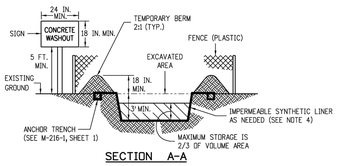


PLAN VIEW

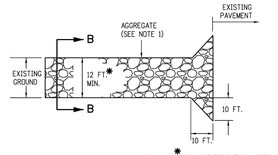


SECTION A-A

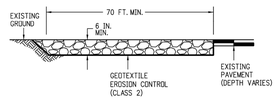
NOTES:

1. A FENCE (PLASTIC) CONFORMING TO SECTION 607 SHALL BE INSTALLED AROUND THE CONCRETE WASHOUT AREA, EXCEPT AT THE OPENING.
2. THE CONCRETE WASHOUT SIGN SHALL HAVE LETTERS AT LEAST 3 INCHES HIGH AND CONFORM TO SUBSECTION 630.02.
3. ALL MATERIALS AND LABOR TO COMPLETE THE CONCRETE WASHOUT STRUCTURE SHALL BE INCLUDED IN THE COST OF WORK AND NOT PAID FOR SEPARATELY.
4. THE BOTTOM OF EXCAVATION SHALL BE A MINIMUM OF FIVE FEET ABOVE GROUND WATER. IF NOT, THE BOTTOM OF EXCAVATION SHALL BE IN ACCORDANCE WITH 208.02 (J).
5. THE PAY ITEM NUMBER FOR CONCRETE WASHOUT STRUCTURE (EACH) IS 208-00045.

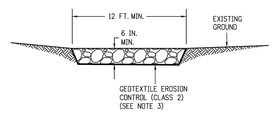
CONCRETE WASHOUT STRUCTURE



PLAN VIEW



ELEVATION SECTION



SECTION B-B

NOTES:

1. AGGREGATE SHALL CONFORM TO SUBSECTION 208.02 (I).
2. THE CONTRACTOR SHALL PROTECT CURB AND GUTTER THAT CROSSES THE ENTRANCE FROM DAMAGE, WHILE NOT BLOCKING FLOW OF WATER THRU STRUCTURE. PROTECTION OF THE CURB AND GUTTER SHALL BE INCLUDED IN THE COST OF WORK AND NOT PAID FOR SEPARATELY.
3. GEOTEXTILE SHALL CONFORM TO SUBSECTION 712.08.
4. ALL MATERIALS AND LABOR TO COMPLETE THE VEHICLE TRACKING PAD SHALL BE INCLUDED IN THE COST OF WORK AND NOT PAID FOR SEPARATELY.
5. THE PAY ITEM NUMBER FOR VEHICLE TRACKING PAD (EACH) IS 208-00070.

VEHICLE TRACKING PAD

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TEMPORARY EROSION CONTROL

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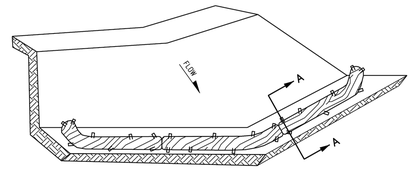
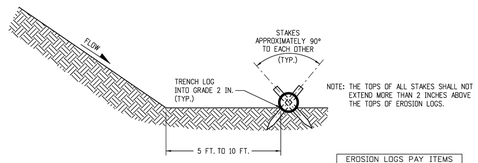
STANDARD PLAN NO.
M-208-1
Standard Sheet No. 1 of 11
Project Sheet Number:



ISOMETRIC VIEW



NOTE: THE TOPS OF ALL STAKES SHALL NOT EXTEND MORE THAN 2 INCHES ABOVE THE TOPS OF EROSION LOGS.

SECTION A-A

NOTES:

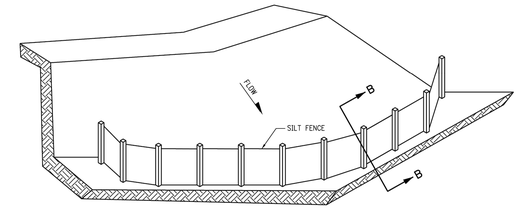
1. EROSION LOGS USED AT TOE OF SLOPE SHALL BE PLACED 5 TO 10 FEET BEYOND TOE OF SLOPE TO PROVIDE STORAGE CAPACITY.
2. EROSION LOGS SHALL BE PLACED ON THE CONTOUR WITH ENDS FLARED UP SLOPE.
3. SEE SHEET 2 OF 11 FOR JOINING LOGS DETAIL.

EROSION LOGS PAY ITEMS	
NUMBER	DESCRIPTION
208-00012	TYPE 1 (9 IN.)
208-00002	TYPE 1 (12 IN.)
208-00013	TYPE 1 (20 IN.)
208-00007	TYPE 2 (8 IN.)
208-00008	TYPE 2 (12 IN.)
208-00009	TYPE 2 (18 IN.)
208-00022	TYPE 3 (9 IN.)
208-00023	TYPE 3 (12 IN.)
208-00024	TYPE 3 (20 IN.)

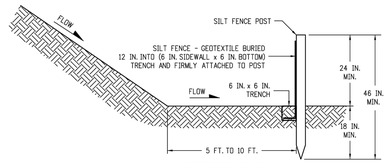
EROSION LOG TOE OF SLOPE PROTECTION

NOTES

1. SILT FENCE SHALL HAVE A MAXIMUM DRAINAGE AREA OF ONE-QUARTER ACRE PER 100 FEET OF SILT FENCE LENGTH; MAXIMUM SLOPE LENGTH BEHIND BARRIER IS 100 FEET.
2. SILT FENCE USED AT TOE OF SLOPE SHALL BE PLACED 5 TO 10 FEET BEYOND TOE OF SLOPE TO PROVIDE STORAGE CAPACITY.
3. SILT FENCE SHALL BE PLACED PARALLEL TO THE CONTOUR WITH ENDS FLARED UP SLOPE.
4. THE MAXIMUM LENGTH OF EROSION LOGS OR SILT FENCES WITHOUT A FLARED END TURNING UPSLOPE IS 150 FEET.



ISOMETRIC VIEW



SECTION B-B

SILT FENCE TOE OF SLOPE PROTECTION

NOTE: THE PAY ITEM NUMBER FOR SILT FENCE (LF) IS 208-00020.

TOE OF SLOPE PROTECTION APPLICATIONS

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TEMPORARY EROSION CONTROL

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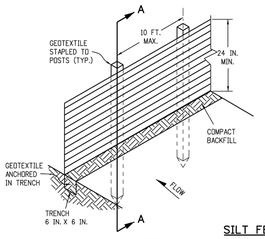
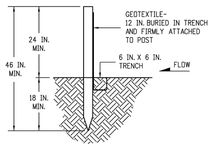
STANDARD PLAN NO.
M-208-1
Standard Sheet No. 3 of 11
Project Sheet Number:



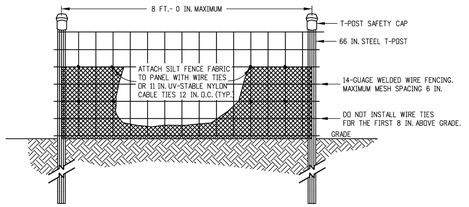
SILT FENCE

NOTES:

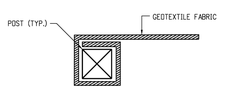
1. GEOTEXTILE SHALL BE ATTACHED TO WOOD POSTS WITH THREE OR MORE STAPLES PER POST. STAPLES SHALL BE HEAVY DUTY WIRE AND AT LEAST 1 INCH LONG.
2. WOOD POST SHALL BE 1 IN. X 1 IN. NOMINAL.
3. THE PAY ITEM NUMBER FOR SILT FENCE (LF) IS 208-00020.
4. THE SILT FENCE SHALL BE PLACED ON THE CONTOUR (AT THE SAME ELEVATION ±6 IN.). THE ENDS SHALL BE FLARED UP SLOPE (MINIMUM ELEVATION GAIN OF 18 IN.).



SECTION A-A



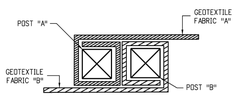
ELEVATION VIEW



END SECTION DETAIL (PLAN VIEW)

NOTE:

1. THE END OF THE SILT FENCE FABRIC SHALL BE WRAPPED APPROX. 6 INCHES AROUND A WOODEN POST ONE FULL TURN, THEN SECURED ALONG THE POST WITH 6 HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG.



JOINING SECTION DETAIL (PLAN VIEW)

NOTES:

1. THE ENDS OF THE SILT FENCE FABRIC SHALL BE JOINED TOGETHER BY WRAPPING APPROX. 6 INCHES OF EACH END AROUND A WOODEN POST ONE FULL TURN, THEN SECURED ALONG THE POST WITH 6 HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG.
2. POSTS SHALL BE TIGHTLY ABUTTED WITH NO GAPS TO PREVENT POTENTIAL FLOW-THROUGH OF SEDIMENT AT JOINT.



SIDE VIEW

NOTES:

1. THE ENDS OF THE SILT FENCE FABRIC SHALL BE JOINED TOGETHER BY WRAPPING APPROX. 6 INCHES OF EACH END AROUND A STEEL T-POST, THEN SECURED ALONG THE POST WITH WIRE TIES (MINIMUM 3 PER POST).
2. POSTS SHALL BE TIGHTLY ABUTTED WITH NO GAPS TO PREVENT POTENTIAL FLOW-THROUGH OF SEDIMENT AT JOINT.
3. SILT FENCES SHALL NOT BE USED FOR CHECK DAMS.
4. THE PAY ITEM NUMBER FOR SILT FENCE (REINFORCED) (LF) IS 208-00021.

SILT FENCE (REINFORCED)

SILT FENCE APPLICATIONS

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TEMPORARY EROSION CONTROL

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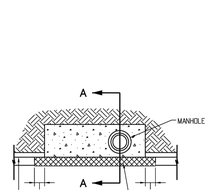
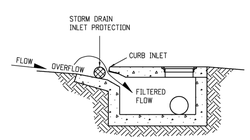
STANDARD PLAN NO.
M-208-1
Standard Sheet No. 8 of 11
Project Sheet Number:



PLAN VIEW

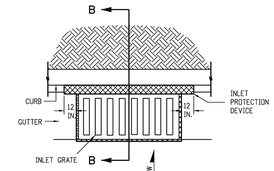


SECTION A-A

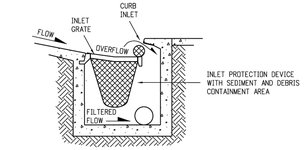
STORM DRAIN INLET PROTECTION (TYPE I)

NOTES:

1. INLET PROTECTION DEVICE SHALL EXTEND 12 INCHES PAST EACH END OF THE INLET.
2. THE PAY ITEM NUMBERS FOR STORM DRAIN INLET PROTECTION (TYPE I) ARE 208-00051 (LF), 208-00053 84 INCHES (EACH), 208-00057 144 INCHES (EACH), AND 208-00058 204 INCHES (EACH).
3. FOR STORM DRAIN INLET TYPES I AND II, IF THERE IS A MINIMUM CLEARANCE OF 3 FEET FROM THE EDGE OF THE TRAVELED WAY TO THE FACE OF CURB, USE THE AGGREGATE BAGS AT STORM DRAIN INLET (TYPE I) DETAIL ON SHEET 4 INSTEAD.

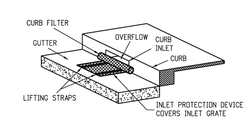


PLAN VIEW



SECTION B-B

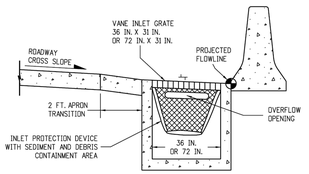
OPTION A
STORM DRAIN INLET PROTECTION (TYPE II)



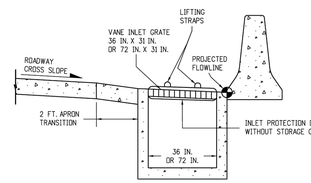
ISOMETRIC VIEW

OPTION B
STORM DRAIN INLET PROTECTION (TYPE II)

NOTE: THE PAY ITEM NUMBERS FOR STORM DRAIN INLET PROTECTION (TYPE II) ARE 208-00054 (EACH).



OPTION A
STORM DRAIN INLET PROTECTION (TYPE III)



OPTION B
STORM DRAIN INLET PROTECTION (TYPE III)

NOTE: THE PAY ITEM NUMBER FOR STORM DRAIN INLET PROTECTION (TYPE III) (EACH) IS 208-00056.

STORM DRAIN INLET PROTECTION TYPES

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TEMPORARY EROSION CONTROL

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STANDARD PLAN NO.
M-208-1
Standard Sheet No. 5 of 11
Project Sheet Number:

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MIDTOWN VILLAGE FINAL PUD

SOIL EROSION DETAILS

45

DATE:
SHEET 45 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067D11

JOB No. 20067
REVISIONS:
REV. DATE

CONSTRUCTION SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTION SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

CHAPTER 2 - SITE WORK/EARTHWORK/GRADING

SECTION 1 - SCOPE

All site work and earthwork shall comply with the requirements of these STANDARDS AND SPECIFICATIONS and any special criteria established by the Town of Minturn. Site work shall be completed as shown on the approved engineering plans. Site work shall consist of demolition, removal, and abandonment; clearing and grubbing; overlot grading; removal of topsoil; site preparation; embankment subgrade preparation; embankment fill; excavation, trenching, bedding and backfill of pipelines and service lines; excess excavation; structure backfill; roadway excavation, backfill and compaction; borrow; and restoration and cleanup. All workmanship and materials shall be in accordance with the requirements of these STANDARDS AND SPECIFICATIONS and shall conform to the lines, grades, quantities, and the typical cross-sections shown on the approved plans, or as directed by the Town Engineer or as directed by the Engineer-of-Record (EOR).

1.01 -Inspections

A Grading Permit shall be required for all construction activities. Construction activities shall be subject to inspection by the Town Engineer, and certain types of construction shall have continuous inspection.

It shall be the responsibility of the person performing the work authorized by a permit to notify the Town Engineer or his authorized representative that such work is ready for inspection. Every request for inspection shall be filled at least one (1) working day before such inspection is desired unless otherwise stated in these STANDARDS AND SPECIFICATIONS. An inspection request may be in writing or by telephone, at the option of the Town Engineer.

It shall be the responsibility of the person requesting an inspection required by these STANDARDS AND SPECIFICATIONS to provide access to and means for proper inspection of all work. All work shall be inspected by the Town Engineer or his designated representative. The Town Engineer has the authority to halt construction when, in his opinion, these STANDARDS AND SPECIFICATIONS and/or standard construction practices are not being followed, or the work is otherwise defective. Whenever any portion of these STANDARDS AND SPECIFICATIONS are violated, the Town Engineer shall give the Contractor written notice listing deficiencies to be corrected and may order further construction stopped until all deficiencies are Corrected. If the deficiencies are not corrected within the time limit specified in the notice, the Town Engineer may invoke enforcement options authorized by the Minturn Municipal Code and/or draw upon performance guarantees under which the work is being performed.

For small commercial developments, Minturn may require the development to hire a qualified private contract inspection professional or a Colorado Registered Professional Engineer at the developer's cost to certify to Minturn that the work was completed in accordance with these STANDARDS AND SPECIFICATIONS.

Landscaping that is privately owned and maintained by a Homeowners Association (HOA) or other property management entity shall be designed and constructed in accordance with these STANDARDS AND SPECIFICATIONS. Compliance to these STANDARDS AND SPECIFICATIONS shall be certified by a qualified third party approved by Minturn and paid by the developer. Minturn shall assist with inspection of the irrigation system for the landscaping.

Adequate inspections assure compliance to the Town of Minturn requirements and are the basis for the town's recommendation that said improvements be accepted for maintenance and for release of performance guarantees. It is the responsibility of the Contractor to contact the Town Engineer a minimum of one (1) full working day (twenty-four [24] hours) in advance of the required inspections. Required inspections shall include:

A. Erosion Control: Ensure that the Erosion Control Plan is adhered to and Best Management Practices (BMP's) are properly installed and maintained.

B. Geotechnical Testing: Verify that a Colorado Registered Professional Engineer (or designated representative), who practices the field of Geotechnical Engineering, is onsite and that adequate testing is performed. Full-time observation and testing is required for over-excavation work.

C. Grade Certification: Verify that the extent and depths of proposed work is certified. Verify the final grade.

The Contractor shall provide access to all Minturn Inspectors/Representatives, and all other project quality control (QC) and/or quality assurance (QA) personnel throughout the earthwork process for observation and testing purposes. The Contractor shall not proceed with work until the project Soils Engineer has performed adequate observations and testing, unless approved by the Town Engineer.

All testing and retesting to meet requirements and specifications shall be at the Contractor's or owner's expense.

SECTION 2 - DEMOLITION, REMOVAL AND ABANDOMENT

The Contractor shall remove—wholly or in part—and satisfactorily dispose of all foundations, structures, fences, old pavements, abandoned pipelines, and any other obstructions which are not designated on the approved plans or allowed to remain.

Where portions of structures shall be removed, the remaining parts shall be prepared to accommodate the new construction. The work shall be performed in such a manner that materials left in place shall be protected from damage. All damage to portions of structures to remain shall be repaired at the Contractor's expense.

2.01 - Disposal

The Contractor shall make all necessary arrangements for obtaining suitable disposal locations. If disposal shall be at other than established dumpsites, the EOR may require the Contractor to furnish written permission from the property owner on whose property the materials and debris is proposed to be placed. Materials and debris shall be disposed of in a manner approved by the Town Engineer. Burning shall not be allowed without prior written approval of the Town of Minturn.

2.02 - Salvage

All salvageable material shown on the approved plans and any additional salvageable material marked by the EOR shall be removed without unnecessary damage in sections or pieces which may be readily transported and shall be stored by the Contractor in locations approved by the EOR. The Contractor shall be required to replace any materials lost from improper storage methods or damaged by negligence. These materials include, but shall not be limited to, manhole frames and covers; inlet grates; valves and)re hydrants; landscape plant materials; fence materials; handrails; culverts; guardrail; walkway; roadway and traffic appurtenances (traffic signals and attached hardware, including mast arms and span wire) and irrigation systems and appurtenances.

2.03 - Pipe and Appurtenances

All pipe and appurtenances to be taken out of service shall be completely removed or abandoned in place, as required by the EOR.

Pipe designated to be reused shall be removed and stored, when necessary, to prevent loss or damage before re-laying.

Excavation required to remove pipe or appurtenances shall be back filled and compacted in accordance with Section 5 - TRENCHING, BACKFILLING AND COMPACTING of these STANDARDS AND SPECIFICATIONS.

When pipe is to be abandoned in place, it shall be completely filled with fly ash slurry composed of approximately sixty-five (65) percent Class C Fly ash and thirty-five (35) percent water, unless otherwise approved by the EOR. Each end of the pipe shall be capped with concrete.

When removing appurtenances such as manholes, catch basins, inlets etc., any live lines connected to these appurtenances shall be properly bypassed and shall remain in operation until abandonment is complete.

When appurtenances are to be abandoned in place, the remaining structure shall be lowered to a minimum of three (3) feet below finished grade, and shall be filled with concrete with a minimum compressive strength of 3000 psi (at 28 days) to the top of the remaining structure and then backfilled and compacted to the required grades.

2.04 - Pavement and Concrete Flatwork

All concrete or asphalt to remain shall have a straight, true break line and a vertical face. Concrete or asphalt may be cut with a cutting wheel, jackhammer, or saw. The EOR may require that saw-cutting be performed. Any damage to adjacent concrete or asphalt to remain in place shall be repaired at the Contractor's expense. The minimum depth of saw cuts in concrete shall be two (2) inches.

If areas cut for future placement of concrete or asphalt adjacent to existing asphalt or concrete are left exposed for longer than thirty (30) days or are subjected to inclement weather, the areas shall be evaluated by a Geotechnical Engineer and a recommendation shall be provided to the EOR. An additional cut of at least six (6) inches behind and/or below the existing structure—or until competent subgrade is encountered—may be required by the EOR.

SECTION 3 - SITE PREPARATION

3.01 - Clearing

All sites to receive fill shall be cleared of organic materials, including root structures, at the Contractor's expense. Vegetation shall be pulled or grubbed in such a manner as to assure complete and permanent removal. Branches of trees extending over the roadbed shall be trimmed to give a clear height of twenty (20) feet above the road bed surface. All surface objects and trees, stumps, roots and other protruding obstructions not designated to remain shall be cleared and/or grubbed as required. Non-biodegradable, solid objects located at least two (2) feet below the final subgrade surface may remain at the discretion of the EOR.

The EOR may establish clearing lines and designate items and materials to remain. The Contractor shall preserve all materials and items to remain. Paint used for cut or scarred surfaces of trees or shrubs to remain shall be an approved asphalt base paint formulated especially for tree surgery.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted in accordance with these STANDARDS AND SPECIFICATIONS.

The Contractor shall scalp areas where excavation or embankment shall be made. Scalping shall include the removal of organic material such as brush, roots, sod, grass, residue of agricultural crops, sawdust, and vegetable matter from the surface of the ground.

An overlot grading summary report prepared by the project Soils Engineer which states that fill placement is in conformance to approved plans and reports and includes locations and elevations of field density tests (referenced from a permanent landmark or permanent control point), summaries of field and laboratory tests and any other substantiating data and comments regarding deviations from the approved plans and reports and how they relate to or affect recommendations in the approved Geotechnical Engineering Report and grading plan.

SECTION 4 - EARTHWORK

Earthwork shall consist of excavation, disposal, shaping and compaction of all material encountered within the limits of the project, including but not limited to excavation of ditches and channels, surface boulders, muck, rock, concrete foundations, slabs, stripping, etc. Excavation shall be performed to the line and grade and typical cross-sections shown on the approved plans or as required by the EOR.
Free-running water shall be drained from all earthwork materials prior to construction of structures, utilities, or concrete 4atwork construction.

4.01 - Definitions

A. **Suitable Material**: Any earthen material that consists of onsite or similar non-organic sands, gravels, clays, silts and mixtures thereof with a maximum size of six (6) inches. Claystone fragments exceeding three (3) inches in particle size are not to be incorporated in embankment material unless specifically approved by the project Soils Engineer and the EOR.

B. **Bedrock:** Bedrock that breaks down to specified soil types and sizes during excavation, hauling and placement may be considered as suitable material.

C. **Rock Excavation:** Igneous, metamorphic or sedimentary rock formations that cannot be excavated with a D-9 tractor in good repair with a single hydraulic ripper.

4.02 - Borrow

It shall be the Contractor's responsibility to stockpile suitable materials for use in the project. Only after the Contractor estimates that sufficient suitable back#ll material is stockpiled to complete all earthwork operations of the project, shall excavated material be removed from the project site.

If the Contractor fails to preserve onsite, su1cient suitable material, and removes or disposes of suitable material, suitable material shall be recovered at the Contractor's expense.

4.03 - Embankment Construction

Embankment construction shall include placement, processing and compaction of all embankment material, and all related work required to ensure proper bond of materials with previously placed embankment material.

A. Preparation of Embankment Subgrade: The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drain systems shall be installed to intercept or divert surface water that may affect the work.

Where an embankment shall be constructed, unsuitable material shall be removed from the surface. The cleared surface shall be plowed or scarified to a minimum depth of six (6) inches. The embankment area shall adhere to the density and moisture content requirements shown in the following table, unless otherwise approved by the project Soils Engineer and the EOR:

TABLE 2.01

Soil Classification AASHTO M145	*Relative Compaction by Standard Proctor ASTM D698 or AASHTO T99 (percent compaction)*	*Relative Compaction by Modified Proctor ASTM D1557 or AASHTO T180 (percent compaction)*	*Moisture Content Range (with respect to Optimum Moisture Content)*
A-1, A-2, A-3	—	95	-2 to +2 (based on AASHTO T180)
A-4, A-5, A-6	95	—	-1 to +3 (based on AASHTO T99)

If equipment is deemed inadequate, the project Soils Engineer and/or the EOR may recommend the use of larger or different types of equipment.

After subgrade is properly prepared, the embankment filling operation shall begin in the deepest part of the area to be filled. Embankment material shall be placed and compacted in parallel layers until the finished rough grade is reached. Temporary gaps through the embankment shall not be allowed without approval of the EOR. All temporary slopes shall not be steeper than 4:l (horizontal:vertical).

The thickness of each layer shall not exceed six (6) inches before compacting.

B. Embankments Greater Than Twelve (12) Feet in Height

Compaction operations shall continue until each layer of embankment material for embankments greater than twelve (12) feet in height is compacted to the moisture and density requirements shown in the following table, unless otherwise required by the project Soils Engineer and the EOR.

TABLE 2.02

Soil Classification AASHTO M145	*Relative Compaction by Standard Proctor ASTM D698 or AASHTO T99 (percent compaction)*	*Relative Compaction by Modified Proctor ASTM D1557 or AASHTO T180 (percent compaction)*	*Moisture Content Range (with respect to Optimum Moisture Content)*
A-1, A-2, A-3	—	96	-2 to +2 based on AASHTO T180)
A-4, A-5, A-6	100	—	-1 to +2 (based on AASHTO T99)

4.04 - Excavation

It is the sole responsibility of the Contractor to become familiar with the existing conditions and potential excess excavation at each project site. Geotechnical reports or other data provided by Minturn may be used to assist in determining general site and soil characteristics.

4.05 - Structure Backfill

Structure backfill shall comply with Section 4.01 De5nitions of these STANDARDS AND SPECIFICATIONS. Structure backfill material shall have a liquid limit not exceeding thirty-5ve (35) and a plasticity index less than fifteen (15), as determined by AASHTO T 89 and T 90, unless otherwise approved by the project Soils Engineer and the EOR.

Areas adjacent to structures and other areas inaccessible to mobile compaction equipment shall be compacted with suitable power-driven hand tampers or other approved devices. Backfilling shall consist of placing materials in horizontal, uniform layers brought up uniformly on all sides of the structure. **The thickness of each layer of back ll shall not exceed SIX (6) inches before compacting to the required density.**

Backfill material shall not be deposited against the back of concrete abutments, concrete retaining walls, or the outside of cast-in-place concrete structures until the concrete has developed a strength of not less than eighty (80) percent of the required design strength. Backfill placed within two (2) feet of any structure shall be placed evenly on all sides to avoid unequal lateral pressures.

In the event that suitable backfill material is not available on the site, the Contractor shall import Class 1 structure backfill materials as defined in Section 4.01 De5nitions of these STANDARDS AND SPECIFICATIONS, or other material approved by the project Soils Engineer and the EOR. The Contractor shall not be required to excavate below the depths of excavation indicated on the approved plans to provide structure backfill material.

The Contractor shall uniformly process, maintain proper moisture in, and properly compact each lift throughout the backfilling process. All testing shall comply with Section 5.07 Compaction Testing of these STANDARDS AND SPECIFICATIONS.

SECTION 5 - TRENCHING, BACKFILLING AND COMPACTION

This work shall consist of furnishing all labor, materials, tools and equipment for trenching, bedding, backfill and compaction for all underground utilities (inclusive of "dry" utility trenches located under roadways or within roadway R.O.W.) as specified herein and shown on the approved plans. The excavation shall be made to lines and grades shown on the approved plans and as established by the EOR. Except where shown otherwise on the approved plans and except where the EOR gives written permission to do otherwise, all trench excavation shall be made by open cut to the depth required to construct the pipelines as shown on the approved plans. All excavation shall be 'unclassified', as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. All trenching shall be performed in accordance with all Occupational Safety and Health Administration (OSHA) requirements. These regulations are described in Subpart P, Part 1926 of the Code of Federal Regulations.

All excavated material which meets the requirements for backfill materials shall be stockpiled in a manner which shall not contaminate the excavated material, and shall be located a sufficient distance from the trench to avoid overloading, to avoid obstructing sidewalks, driveways, or streets, and to provide the least possible interference with traffic

5.01 - Special Conditions

A. Subsurface Investigation: Prior to the connection of any planned utility line to an existing line, the Contractor shall expose the existing utility at the points of connection in order to verify the elevations and materials of construction. The EOR shall be notified a minimum of two (2) working days before such an investigation is performed. The Contractor shall also expose utilities as they cross each other to allow for verification of elevation and materials of construction. The EOR shall evaluate this information and provide revisions, if required, within three (3) working days of the completion of the investigation.

B. Underground Wire, Cable, Fiber Optic, or Similar Lines: Where underground wire, cable, fiber optic or similar lines are encountered, they shall be relocated as directed by the telephone service provider and in accordance with their speci5cations. The Contractor shall coordinate this work with all other phases of construction to avoid further conflicts.

C. Gas and Electric Lines: Where underground gas and electric lines are encountered, they shall be relocated as directed by the gas and electric service provider and in accordance with their specifications. The Contractor shall coordinate this work with all other phases of construction to avoid further conflicts.

5.02 - Removal of Water

The Contractor shall provide and maintain adequate equipment to properly remove and dispose of all surface or ground water that enters the trench. Water shall be disposed of without damage to adjacent property and without being a nuisance to public health and convenience. The use of any sanitary sewer to dispose of trench water shall not be allowed. The trench shall be dry at all times during pipe installation. Dewatering shall be accomplished by well points, sumping or any other method approved by the Engineer.

5.03 Trench Excavation for Pipelines and Service Lines

The width of the trench shall comply with the requirements set forth in these STANDARDS AND SPECIFICATIONS and shall be sufficient to allow pipe to be installed and backfill placed and compacted. The allowable trench width, regardless of the type of soil encountered, the depth of excavation or method of bedding densification, shall not exceed the outside diameter of the pipe barrel plus twenty-four (24) inches, or be less than the outside diameter of the pipe barrel plus twelve (12) inches when measured at any point below the top of the pipe bell, flange or collar.

Where the width of the lower portion of the trench exceeds the maximum width herein stated, the Contractor shall furnish and install special pipe embedment or concrete encasement to protect the pipe from the additional loading. The type and quantities of special pipe embedment shall be determined by the pipe supplier, using trench loading criteria based upon saturated backfill weighing one-hundred twenty (120) pounds per cubic foot and allowance for other superimposed live loads.

A. Preparation of Foundation for Pipe Laying: When the excavation is in firm earth, care shall be taken to avoid excavation below the established grade plus the required specified over-depth to accommodate the pipe bedding material.

In case soft or otherwise unsuitable foundation material is encountered in the bottom of the trench, the project Soils Engineer and/or the EOR may require removal and replacement with stabilization material to provide a suitable foundation for the pipe. If the trench bottom is wet, the project Soils Engineer shall determine whether it is stable. The bottom of sumps utilized for dewatering shall be two (2) inches minimum below the bottom of the trench excavation to prevent the upward flow of water into the excavation, which may result in unstable bottom conditions.

5.04 - Bedding for Pipelines and Service Lines

See Sheets C.500 and C.501 for Specifications for Bedding Requirements for Water Mains, Sewer Mains and water and sewer Service Lines.

Bedding material type and placement for storm sewer pipe shall be that specified in the latest version of the "Standard Plans M&S Standards" Plan No. 5 M-603-1 through M-603-3 for metal, plastic, and reinforced concrete pipe.

5.05 - Backfill for Pipelines and Service Lines

Suitable backfill shall be as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. Clay and similar material with a liquid index in excess of thirty-five (35) and a plasticity index in excess of six (6), as determined in accordance with AASHTO T89 and T90, shall not be considered suitable for backfilling in trenches located in improved streets, roads, highways and thoroughfares, unless approved by the Town Engineer.

When the excavated material is unsuitable for compaction, import material shall be approved by the project Soils Engineer and the EOR prior to placement.

A. Backfill Compaction: Trench back5ll shall be placed in loose six (6) inch lifts, processed and moisture-conditioned, and each lift thoroughly consolidated by tamping, vibrating, or a combination thereof, until the moisture content and the relative compaction complies with the values shown in the Moisture and Density Requirements for Embankment Materials table in Section 4.03 Embankment Construction of these STANDARDS AND SPECIFICATIONS for the various soil classifications and relative compaction.

For new landscape areas with trees, compaction shall be between eighty-five (85) and ninety (90) percent of the maximum Standard Proctor dry density in the top two (2) feet of soils below finished grade.

Where sidewalk or concrete trail will be constructed, soils shall be scarified, moisture treated and recompacted two (2) feet wider than the footprint of the sidewalk or trail until the moisture content and the relative compaction complies with the values shown in the table in Section 4.03 Embankment Construction.

Backfill of utilities, pipes, culverts, or other miscellaneous structures located in areas that will not have a hard surface shall be placed in six (6) inch lifts at ninety (90) percent of the maximum Standard Proctor dry density and within two (2) percent of the optimum moisture content. All other requirements for particle size and processing shall be met.

5.06 - Compaction Testing

Testing shall be performed at various depths and locations, and at all vertical structures. The project Soils Engineer and/or the EOR may require additional testing around structures, manholes, valve boxes, etc.

Field test results shall be submitted to the EOR within twenty-four (24) hours of the test or on the next working day. In no case shall fill or backfill be placed on materials that did not pass moisture and density testing.

Moisture and density testing shall be performed by a qualified technician who works under the direct supervision of a Colorado Registered Professional Engineer. Final soil compaction reports shall be prepared and signed by a Colorado Registered Professional Engineer, and who is qualified to prepare such reports. Reports shall be submitted to the EOR within one (1) week of the test.

SECTION 6 - RESTORATION AND CLEANUP

COLORADO LICENSED
ROBERT C. WAGNER
60475
PROFESSIONAL ENGINEER

m:\civil34_pro\20067\final site plan\20067D11.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 46 STORM WATER CONSTRUCTION SPECIFICATIONS 1, MCLLC PDF pc3
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MIDTOWN VILLAGE FINAL PUD

STORM WATER CONSTRUCTION SPECIFICATIONS 1

46

DATE: 09/18/25
SHEET 46 OF 45
CADD: KJV
ENG.: CMW
PM: RCW
TECH:
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JOB No. **20067**
REVISIONS:
REV. DATE

m:\civil3d_pro\20067\final site plan\20067DT1.dwg, 11/20/2025 4:37 PM, Colton M. Wallace, 47 STORM WATER CONSTRUCTION SPECIFICATIONS 2, MCLLC PDF.pc3
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CONSTRUCTION SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTION SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS AND OTHER STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

SECTION 6 - RESTORATION AND CLEANUP

At all times during construction, the Contractor shall maintain the site, including partially finished structures, material stockpiles and other like areas, in a reasonable state of order and cleanliness.

The grade and condition of all unsurfaced areas shall be restored to a condition equal to or better than the grade and condition immediately prior to construction, unless otherwise shown in the approved plans and approved by the Town of Minturn. The Contractor shall restore or replace all seeded areas, sod, trees, landscaping materials, landscape irrigation systems, fences, and any other items, to a condition equal to or better than before the work began and to the satisfaction of the EOR.

All pavement and concrete flatwork shall be restored or replaced to a condition equal to or better than before the work began and to the satisfaction of the EOR.

CHAPTER 3 - EROSION CONTROL AND SEDIMENTATION

3.01 - Infiltration Practices
Infiltration practices include measures to percolate runoff into soils. Typical practices include rock-filled trenches or basins (dry wells) and diversion of storm runoff into vegetated areas. Directing water from impervious areas and allowing it to percolate reduces sediment transported off-site.

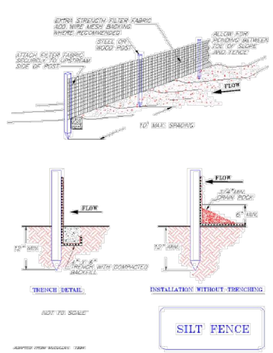
A. Maintenance
1. Clean out accumulated sediment and debris before the system fails to infiltrate storm runoff. It may be necessary to replace the upper layer of stone.
2. If rapid clogging occurs and pre-sedimentation BMP's cannot be placed upstream, install surface-maintained BMP's
3. Monitor observation well to evaluate whether soil is clogging or infiltration device is not performing as designed

4.01 - Silt Fences
Silt Fences are temporary barriers constructed of woven synthetic material, buried at the bottom, stretched and supported by posts. The goal of this BMP is to reduce velocity and pool sheet flow from an eroding area, allowing the sediment to settle. Silt fences can be used along the base of slopes, around stockpiles and at other discrete areas where erosion is likely to occur

A. Installation/ Design Guidelines
1. Use only in areas of dispersed low-velocity runoff. Less than 1/4 acre should drain to each 100 foot of fence.
2. Anchor fences along the contour below the toe of disturbed slopes. Place fences to pond, not □ lter, runoff. A minimum of five feet of potential ponding area is recommended between the fence and the toe of the slope.
3. Avoid placing silt fences in ditches, except where erosion potential is low
4. To properly install silt fence:
   4.1. Excavate a trench at least 6" deep, the length of the proposed barrier
   4.2. Place the bottom 6" to 1' of the fence material into the trench (see diagram).
   4.3. Drive posts at least 12" into the ground at intervals of 10' or less on the down gradient side of the trench
   4.4. Backfill and compact soil over the fence material in the trench.
   4.5. Secure the fence to the posts.
5. Minimize the number of joints between fences and overlap joints where they are unavoidable.
6. Silt fences should remain in place until vegetation has been established.

B. Special Considerations in Mountain Areas
1. Thin, rocky soils may preclude the use of this BMP.
2. Sediment traps, check dams, or berms are often better alternatives in rocky soils, especially where depth to bedrock is shallow.
3. Wire mesh and steel posts are recommended to reinforce the fence where rockfalls may occur, grading may place soils against fence, or near environmentally sensitive areas.
4. Leave enough area up gradient of the fence for runoff to pond and sediment to settle. Excavating up gradient of fence may be necessary to pond sufficient water to cause sediment deposition.
5. Silt fence often must be installed several times during construction due to changing slopes and hydrology of the site.

C. Maintenance
1. Check fences weekly and after rain or snowmelt.
2. Ensure silt fence material remains entrenched and anchored.
3. Look for rills under or around fences.
4. Replace torn or damaged sections of fence.
5. Remove excess sediment periodically, at a minimum when sediment reaches a depth of 8 inches.
6. Silt fences may only detain sediment for a period of weeks or months. Remove fabric, stakes, and accumulated sediments when there are has been successfully revegetated.



CHAPTER 4 - ROADWAY DESIGN & TECHNICAL CRITERIA
SECTION 1 - SIDEWALKS, CURBS AND GUTTERS, DRIVEWAYS, RAMPS, AND TRAILS
Curbs, gutters, and walks shall be constructed to comply with the approved details and Specifications.

1.01- Sidewalks
A. Minimum Width: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum width per the approved plans. Tooled or saw cut joints are required at 10 foot intervals.
B. Minimum Thickness: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum thickness of six (6) inches. All sidewalks shall consist of air-entrained (5%-7%), reinforced concrete (4000 psi) over a compacted six (6) inches of CDOT Class 6 ABC.
C. Drainage and Grading: Sidewalks shall have a positive drainage towards the street flowline.

1.02 - Curb and Gutter
Curbs, gutters, and ramps shall be constructed to comply with the approved plans. All material for construction of driveway, drive ramp, curb and gutter, and drainage pan must be made with CDOT's concrete designation Class and minimum strength of 4000 psi, in 28 consecutive days.

1.03 - Driveways
All material for construction of driveway, drive ramp, curb and gutter, and drainage pan must be made with CDOT's concrete designation Class and minimum strength of 4000 psi, in 28 consecutive days.

9.00 SHALLOW UTILITIES (UNDER GROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, NATURAL GAS & IRRIGATION)
9.01 SCOPE
Shallow utilities are defined as any wire, pipe conduit or cable and shall include but not be limited to underground electric, telephone, cable television, natural gas and irrigation water systems.

9.02 SPECIAL CONDUIT ENCASEMENT
Any shallow utility which crosses under or is within 5 feet horizontally of any road or street structure, including, pavement, curb and gutter, sidewalk, bike path, or bridge shall be encased in conduit so that repair or replacement of the utility may be accomplished without disturbing the road or street structure.
For natural gas and irrigation water systems, the carrier pipes for the natural gas and irrigation water shall be installed inside of a second pipe having strength equal to or greater than the carrier pipe and of sufficient diameter to allow free movement of the carrier pipe in the event that replacement is required.
It is recommended that consideration be given to the potential for future increase in size/capacity of the respective utility when sizing the conduit.

9.03 SHALLOW UTILITY INSTALLATION
A. Electric system underground facilities shall be buried a minimum of 4.0 feet below finished grade. Electric system vaults and transformers shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
B. Telephone system underground facilities shall be buried a minimum of 2.0 feet below finished grade. Telephone pedestals shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
C. Cable television system underground facilities shall be buried a minimum of 2.0 feet below finished grade. Cable television risers and surface facilities shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
D. Natural gas system underground facilities shall be buried a minimum of 3.5 feet below finished grade.
E. Whenever any shallow utility parallels or generally parallels a domestic water or sewer utility, a minimum horizontal separation of 4 feet shall be maintained between the domestic water or sewer main or service and the shallow utility. Where it must cross domestic water it must cross above and with a 1' minimum separation. Nonpotable water tape.

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STORM WATER CONSTRUCTION SPECIFICATIONS 2

47

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DATE: 09/18/25
SHEET 47 OF 45
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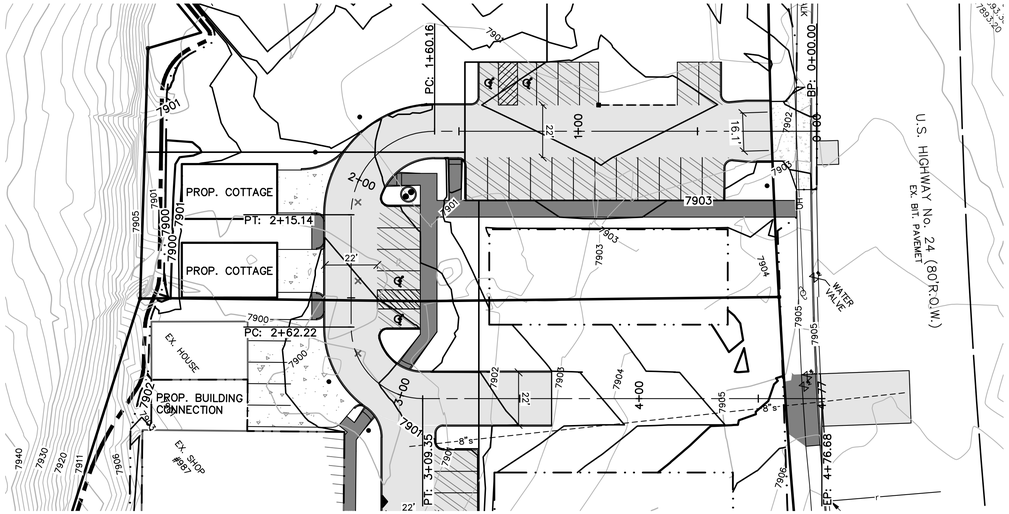
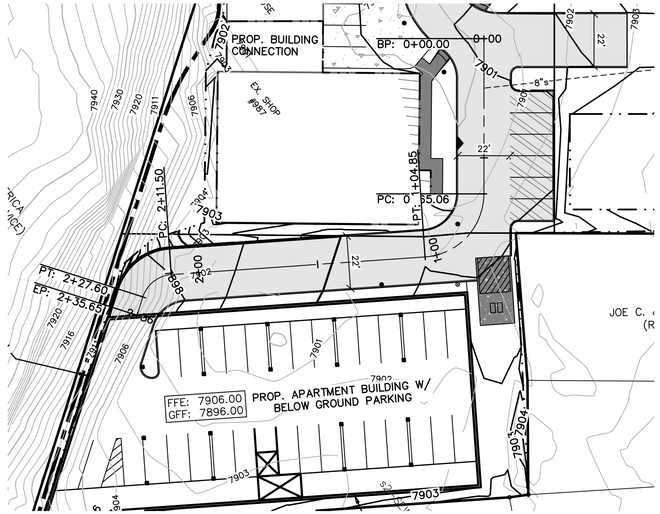
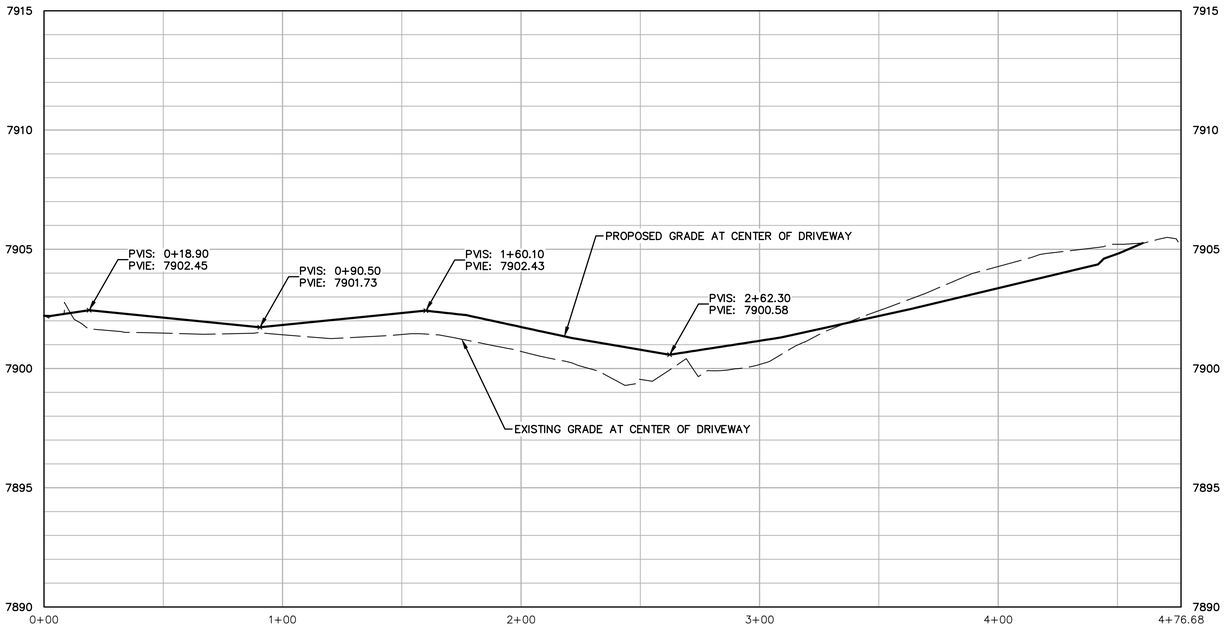




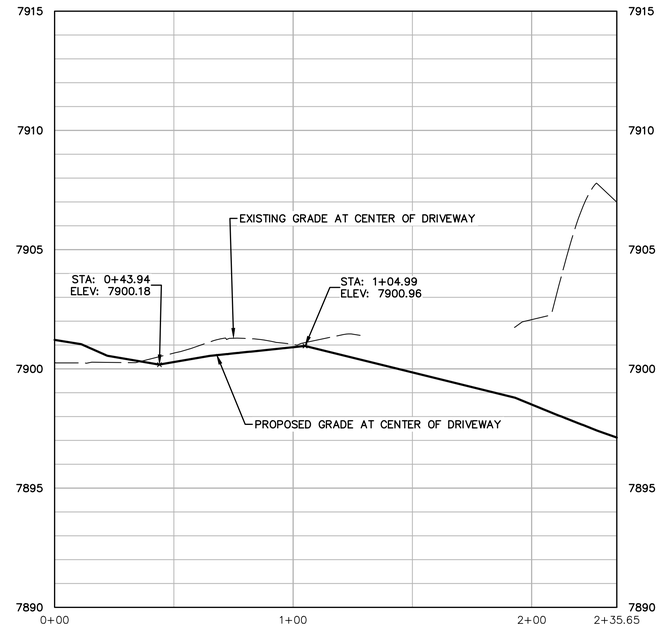
SCALE: 1" = 30'

0 30 60 90

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



RD-MAIN LOOP



RD-APARTMENT DRIVE

LEGEND

- 7902 — EXISTING CONTOUR
- 7902 — PROPOSED CONTOUR
- ×7902.2 — EXISTING SPOT ELEVATION
- 7902.2 — PROPOSED SPOT ELEVATION
- EXISTING UTILITY POLE
- OH — EXISTING OVERHEAD UTILITY LINE
- R — PROPOSED STORM SEWER
- PROPOSED CATCH BASIN OR INLET
- PROPOSED CONCRETE WALK
- PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT
- PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT
- PROPOSED STANDARD DUTY CONCRETE PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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MIDTOWN VILLAGE FINAL PUD

DRIVEWAY PROFILE VIEW

48

DATE: 09/18/25
SHEET 48 OF 45
CADD: KLV
ENG: CMW
PM: RCW
TECH:
/20067PR2

JOB No. 20067

REVISIONS: REV. DATE:

m:\civil3d_proj\20067\final site plan\20067PR2.dwg, 11/20/2025 4:38 PM, Colton M. Wallace, 48 DRIVEWAY PROFILE VIEW, MCLLC PDF.pc3
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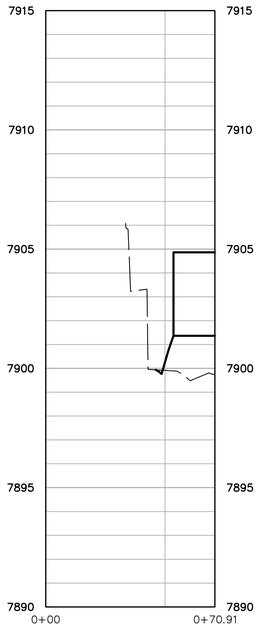
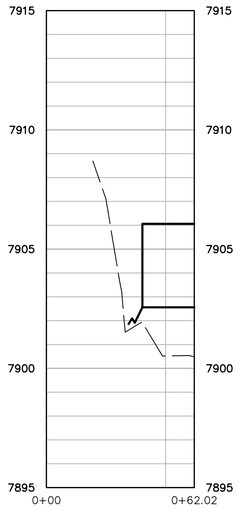
LEGEND

7902	EXISTING CONTOUR
7902	PROPOSED CONTOUR
×7902.2	EXISTING SPOT ELEVATION
7902.2×	PROPOSED SPOT ELEVATION
	EXISTING UTILITY POLE
OH	EXISTING OVERHEAD UTILITY LINE
W	EXISTING WATER VALVE
	EXISTING HYDRANT
W	PROPOSED WATER MAIN
	PROPOSED HYDRANT
	PROPOSED GATE VALVE IN BOX
r	EXISTING STORM SEWER
	EXISTING CATCH BASIN OR INLET
R	PROPOSED STORM SEWER
	PROPOSED CATCH BASIN OR INLET
	PROPOSED UNDERGROUND STORM SEWER STORAGE
s	EXISTING SANITARY SEWER
S	PROPOSED SANITARY SEWER
	PROPOSED FLOOR DRAIN
	SIGN
	POST
G	EXISTING GAS VALVE
W	WELL
	FENCE
	PROPOSED ELECTRIC TRANSFORMER
E	PROPOSED ELECTRIC LINE
G	PROPOSED GAS LINE

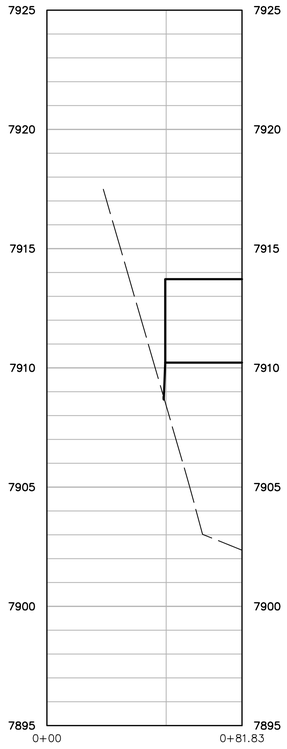
CROSS SECTION A-A

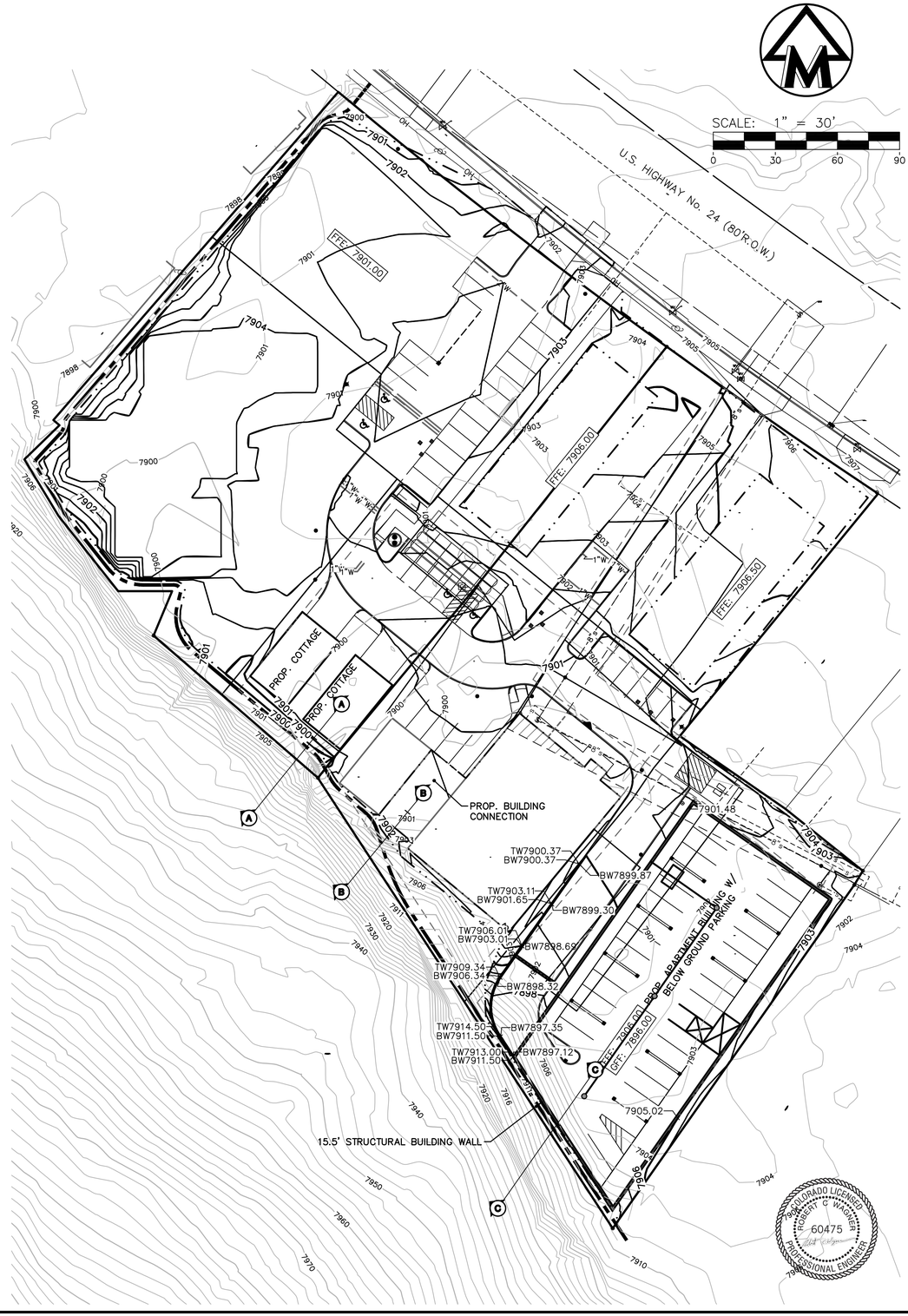


CROSS SECTION B-B



CROSS SECTION C-C





The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

m:\civil3d_proj\20067\final site plan\20067PR3.dwg, 11/20/2025 4:38 PM, Colton M. Wallace, 49 CROSS SECTION, MCLLC PDF pc3

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MIDWESTERN CONSULTING
3815 Plaza Drive, Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services

CLIENT
10TH MOUNTAIN BUILDERS
1632 MAIN STREET
MINTURN, CO 81645
JEFFREY D. ARMISTEAD
970-471-0618

MIDTOWN VILLAGE FINAL PUD

CROSS SECTION

49

JOB No. 20067

REVISIONS:

REV.	DATE

DATE: 09/18/25
SHEET 49 OF 45
CADD: KJV
ENG: CMW
PM: RCW
TECH:
/20067PR3

MIDTOWN VILLAGE FINAL PUD						MIDWESTERN CONSULTING
Opinion of Probable Cost - Phase 1						
February 2026 - REV2- 3/5/26						
Pay Item	Qty	Units	Unit Cost	Unit Total	Subtotal	Notes
ON SITE IMPROVEMENTS						
MOBILIZATION	1.00	Ls		$35,000.00	$35,000.00	$16,000 Edwards Excavating, $19,000 other Contractors
Engineer of Record Inspection and Certification	1.00	ea		$15,000.00	$15,000.00	Includes costs of Local 3rd Party Engineer
EROSION CONTROL					$13,850.00	
Stone Mud Tracking Mat	1	Ea	3,500.00	$3,600.00		
Silt Fence / Straw Bales	1222	ft	4.50	$5,500.00		
Inlet Filter	5	Ea	150.00	$750.00		
Traffic Control and Maintenance	1	Ls	4,000.00	$4,000.00		
REMOVAL					$132,691.00	
Sidewalk Removal	7	Syd	8.00	$56.00		
Concrete Pavement Removal	738	Syd	10.00	$7,380.00		
Bituminous Pavement Removal	6710	Syd	5.00	$33,550.00		
Utility Structure Removal	2	Ea	350.00	$700.00		
Sewer Removal	237	Ft	30.00	$7,110.00		
Hydrant Removal	1	Ea	1,500.00	$1,500.00		
Fence Removal	518	Ft	15.00	$7,770.00		
Wall Removal	40	Ft	25.00	$1,000.00		
Existing Franchise Utilities Removal	1	Ls	11,625.00	$11,625.00		775 ft Overhead
Demo Existing Buildings	1		62,000.00	$62,000.00		
EARTHWORK					$73,250.00	
Strip Topsoil (3" average)	375	Cyd	22.00	$8,250.00		
Mass Grading, Onsite Earth Moving	3000	Cyd	15.00	$45,000.00		
Final Grading	40000	Sft	0.50	$20,000.00		
PAVING					$201,074.00	
Aggregate Base, (8) inch, (gradation, type)	1966	Syd	9.00	$17,694.00		
Aggregate Base, (4) inch, (gradation, type)	340	Syd	7.00	$2,380.00		
Curb and Gutter	926	Ft	22.00	$20,372.00		
Bituminous Pavement, (HMA)	450	Ton	180.00	$81,000.00		
Concrete Pavement, (6) inch	2437	SF	10.00	$24,370.00		
Concrete Pavement, (7) inch	627	SF	12.00	$7,524.00		
Sidewalk Base, CIP, Sand, (4) inch	34	Cyd	20.00	$680.00		
Sidewalk, Conc, (4) inch	2716	SF	14.00	$38,024.00		
Integral Curb and Sidewalk, Conc	215	Ft	42.00	$9,030.00		
SITE UTILITIES					$361,380.00	
Water Main, (12) inch dia, (DIP)	559	Ft	200.00	$111,800.00		**Water System estimated Total = $262,100.00**
Water Main, (6) inch dia, (DIP)	117	Ft	120.00	$14,040.00		
Fire Hydrant Assembly	2	Ea	10,000.00	$20,000.00		
Valve in Box, (12) inch, (type) valve	7	Ea	6,000.00	$42,000.00		
Valve in Box, (6) inch, (type) valve	2	Ea	4,000.00	$8,000.00		
Copper Water Service, (1) inch, (material)	226	Ft	20.00	$4,520.00		
Copper Water Service, (2) inch, (material)	23	Ft	25.00	$575.00		
Water Main, Tapping Sleeve, (12) inch x (12) inch	2	Ea	3,500.00	$7,000.00		
Curb Stop and Box	8	Ea	1,500.00	$12,000.00		
Storm Sewer, (6) inch, (HDPE)	185	Ft	40.00	$7,400.00		**Storm Water System estimated Total = $152,945.00**
Storm Sewer, (8) inch, (HDPE)	75	Ft	50.00	$3,750.00		
Storm Sewer, (12) inch, (HDPE)	677	Ft	55.00	$37,235.00		
Storm Sewer, (18) inch, (HDPE)	50	Ft	70.00	$3,500.00		
Catch Basin, (48) inch dia	3	Ea	2,000.00	$6,000.00		
Catch Basin, (72) inch dia	1	Ea	3,000.00	$3,000.00		Includes frame & cover
Storm Manhole, (48) inch dia	8	Ea	2,000.00	$16,000.00		Includes frame & cover
Storm Structure Tap, (12) inch diam	1	Ea	800.00	$800.00		
Trench Drain	22	Ft	80.00	$1,760.00		
Sanitary Sewer, (1.5) inch, (material)	146	Ft	50.00	$7,300.00		
Sanitary Sewer, (6) inch, (material)	12	Ft	90.00	$1,080.00		**Sanitary Sewer System estimated Total = $44,500.00**
Sanitary Sewer, (12) inch, (material)	154	Ft	100.00	$15,400.00		
Sanitary Manhole, (48) inch dia	2	Ea	$8,500.00	$17,000.00		Includes frame & cover
Sanitary Service Lead, (1.5) inch dia.	75	Ft	40.00	$3,000.00		
Sanitary Service Lead, (4) inch dia.	12	Ft	60.00	$720.00		
Lighting Pole/Base/Fixture	2	Ea	3,500.00	$7,000.00		
Electric Tranformer	3	Ea	3,500.00	$10,500.00		
STORMWATER SYSTEM					$73,500.00	
Outlet Structure, (6) ft. dia., (concrete)	1	Ea	5,500.00	$5,500.00		
Underground basin, installation, chamber system	1100	Cft	30.00	$33,000.00		Excavation, Labor, Material, Backfill
Water Quality Structural Unit	1	Ea	35,000.00	$35,000.00		Hydrodynamic Separator, Setting Tank, Etc.
Landscaping					$81,896.00	
Revegetation	8000	Sft	4.00	$32,000.00		
Trees / Shrubs	126	Ea	396.00	$49,896.00		
Site Furnishings					$101,240.00	
Paint Striping	600	Ft	4.00	$2,400.00		approx.
Regulatory Signs	1	Ls	5,000.00	$5,000.00		Barrier Free, Fire Lane, FDC, No Parking
Dumpster Enclosure	1	Ea	4,000.00	$4,000.00		
Retaining Wall, (material), (height)	996	Sft	40.00	$39,840.00		approx. height/sf
Public Amenities	1	Ls	50,000.00	$50,000.00		

				SUBTOTAL	$1,088,881.00	
				CONTINGENCY 10%	$108,888.10	
				PHASE 1 TOTAL	$1,197,769.10	
*Budgets for Construction Survey, Construction Observation, Materials Testing, As-Built Drawings, and Franchise Utilities to be provided by developer						

MIDTOWN VILLAGE FINAL PUD

Opinion of Probable Cost - Future Phases

MIDWESTERN CONSULTING

Pay Item	Qty	Units	Unit Cost	Unit Total	Subtotal	Notes
ON SITE IMPROVEMENTS						
MOBILIZATION	1.00	Ls		$10,000.00	$10,000.00	
SITE PREPARATION AND SESC					$1,500.00	
Traffic Control and Maintenance	1	Ls	1,500.00	$1,500.00		
REMOVALS					$0.00	
EARTHWORK					$15,000.00	
Mass Grading, Onsite Earth Moving	500	Cyd	15.00	$7,500.00		
Final Grading	15000	Cyd	0.50	$7,500.00		
PAVING					$97,936.00	
Aggregate Base, (8) inch, (gradation, type)	428	Syd	9.00	$3,852.00		
Bituminous Pavement, (HMA)	90	Ton	180.00	$16,200.00		
Sidewalk Base, CIP, Sand, (4) inch	54	Cyd	20.00	$1,080.00		
Sidewalk, Conc, (4) inch	4366	SF	14	$61,124.00		
Integral Curb and Sidewalk, Conc	40	Ft	$42.00	$1,880.00		
Paver Pathway	700	SF	20.00	$14,000.00		
SITE UTILITIES					$89,025.00	
Copper Water Service, (1) inch, (material)	1011	Ft	15.00	$15,165.00		Fire or Domestic Service
Curb Stop and Box, (1) inch	18	Ea	1,500.00	$27,000.00		
Sanitary Sewer, (1.25) inch, (material)	136	Ft	50.00	$6,800.00		
Sanitary Sewer, (4) inch, (material)	180	Ft	70.00	$12,600.00		
Sanitary Service Lead, (4) inch dia	341	Ft	60.00	$20,460.00		
Lighting Pole/Base/Fixture	2	Ea	3,500.00	$7,000.00		
STORMWATER SYSTEM					$0.00	
LANDSCAPING					$50,000.00	
SITE FURNISHINGS					$432.00	
Paint Striping	108	Ft	4.00	$432.00		approx.
				SUBTOTAL	$263,893.00	
				CONTINGENCY 10%	$26,389.30	
				PHASE 1 TOTAL	$290,282.30	
*Budgets for Construction Survey, Construction Observation, Materials Testing, As-Built Drawings, and Franchise Utilities included above in the Engineer of Record / Inspection and Certification line item						



TOWN OF MINTURN
ORDINANCE NO. 10 - SERIES 2026

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO, AMENDING CHAPTER 1, ARTICLE 4, SECTION 20 AND CHAPTER 8, ARTICLE 1, SECTION 70, SUBSECTION (3) OF THE TOWN OF MINTURN CODE TO CONFORM THE TOWN OF MINTURN MUNICIPAL CODE GENERAL PENALTY PROVISION WITH STATE LAW

WHEREAS, the Town of Minturn (the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and governed by the Minturn Home Rule Charter (the "Charter"); and

WHEREAS, Article 4 of the Town of Minturn Municipal Code (the "Code") sets forth the general penalties for violations of the Code; and

WHEREAS, Sec. 1-4-20 establishes penalties for violations of the Code; and

WHEREAS, the Town intends to conform the penalties in Section 1-4-20 of the Code with State law for similar conduct; and

WHEREAS, Sec. 8-2-70 establishes penalties for violations of the Town's Traffic Code; and

WHEREAS, the Town intends to distinguish penalties for general Code violations and penalties resulting from violations of the Traffic Code; and

WHEREAS, although the Town believes that there may be valid legal arguments authorizing disparate penalties, the Town does not avail itself to the penalties currently available in the Code to the extent that they exceed the penalties in State law for similar conduct, so conforming to State law will not change current Town practice; and

WHEREAS, given the limited fiscal resources of the Town, and a desire to protect taxpayer resources, the Town Council believes litigation of disparate municipal penalties is not in the best interests of the citizens of Minturn; and

WHEREAS, the Town Council finds and determines that the following amendments to Chapter 1, Article 4, Section 20 and Chapter 8, Article 1, Section 70, Subsection (3) of the Code are in the best interest of the public health, safety and welfare of the citizens of Minturn;

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

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

Section 2. The Town Council hereby determines that the Section 1-4-20 of the Town of Minturn Municipal Code is hereby replaced and amended as follows, with additions shown in double underlined text and language to be deleted shown as strikethrough text:

Sec. 1-4-20. – General penalty for violation.

(a) Any person ~~violating any provisions or failing to comply with any mandatory requirements of the ordinances of the Town shall be guilty of a misdemeanor. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of the Town is committed, continued or permitted by any such person, and he or she may be punished accordingly.~~ who violates any provision of the Code and ordinances of the Town, and the penalty for the violation is not identified elsewhere in ordinance or the Code, may be punished by the maximum fine allowed by law pursuant to C.R.S. § 13-10-113 or by imprisonment not to exceed 364 days, or by both, except where a different punishment is otherwise prescribed by law. Provided, however, the penalty under the Code and ordinances of the Town for any offenses of similar conduct addressed in the Colorado Revised Statutes shall be the penalty provided in Colorado Revised Statutes.

(b) ~~Unless otherwise specifically provided, any person convicted of a violation of any such ordinance shall be punished by a fine not exceeding the maximum fine permitted pursuant to Section 13-10-113, C.R.S., as may be amended from time to time. With the exception of paragraph (c) of this Section, no person shall be subject to imprisonment for a violation of this Code.~~

(c) ~~If a person is convicted of a misdemeanor violation of this Code, that person having previously been convicted of two (2) or more misdemeanor violations under the same Chapter in the previous two (2) years prior to the new conviction, then the person may be subject to a fine and imprisonment not exceeding the maximum penalties permitted pursuant to Section 13-10-113, C.R.S., as may be amended from time to time.~~ Each person shall be guilty of a separate offense for each day during any portion of which any violation of any provision of the ordinances of the Town is committed, continued or permitted by any such person, and they may be punished accordingly.

(d) ~~The limitation on Town fines as set forth in Subsection (b) above shall be adjusted for inflation on January 1, 2014, and on January 1 of each year thereafter. As used in this Subsection, *inflation* means the annual percentage change in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index.~~

Section 2. The Town Council hereby determines that the Section 8-1-70(3) of the Town of Minturn Municipal Code is hereby amended as follows, with additions shown in double underlined text and language to be deleted shown as strikethrough text:

Sec. 8-1-70. – Penalties

The following penalties, herewith set forth in full, shall apply to this Article:

(1) It is unlawful for any person to violate any of the provisions adopted in this Article.

(2) Every person convicted of a violation of any provision adopted in this ~~chapter~~ Article shall be punished by a surcharge in accordance with 42-4-170l(4)(e)(II), C.R.S.

(3) Every person convicted of a violation of a~~ny~~ provision adopted in this Article, where no penalty is provided in this Article, by state statute, or by any other provision of this Code, shall be punished in accordance with section 1-4-20 of the Code.

Section 3. If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of the Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

Section 4. The Town Council further finds and determines that the adoption of this Ordinance is necessary in the furtherance of state law and is in the best interest of the public health, safety, and welfare of the citizens of Minturn.

INTRODUCED, READ BY TITLE, APPROVED ON FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 17th DAY OF JUNE, 2026. 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 1st DAY OF JULY, 2026 at 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Eric Gotthelf, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO SEAL 1904

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 15th DAY OF JULY, 2026.

TOWN OF MINTURN, COLORADO

Eric Gotthelf, Mayor

ATTEST:

By:
Jay Brunvand, Town Clerk

Karp Neu Hanlon PC
ATTORNEYS AT LAW

Gregory M. Cowan, Esq.
Attorney

Email: gmc@mountainlawfirm.com
Direct: 970.928.3162
Office: 970.945.2261 x 108

July 6, 2026

TO: MINTURN TOWN COUNCIL

FROM: TOWN ATTORNEY

RE: **General Penalty Code Update and Amendment**

PRIVILEGED AND CONFIDENTIAL
ATTORNEY CLIENT PRIVILEGED COMMUNICATION

Purpose and Overview
This memorandum provides a synopsis of the Town of Minturn's (the "Town") need to update and amend the Town Code to reflect current Colorado Supreme Court interpretations of state law. Nothing in the record suggests that the Town ever intended to adopt or enforce municipal code provisions that exceed the maximum sentencing limits authorized under state statute for violations of municipal ordinances. Likewise, there is no evidence that the Town has ever imposed a penalty on any individual in violation of state law.

The purpose of the attached proposed ordinance is to clarify and more expressly define the Town's penalties for municipal violations, eliminate ambiguities in the existing code that could expose the Town to litigation by outside groups, and preserve local autonomy while ensuring compliance with state law.

Legal Background
Late last year, the Colorado Supreme Court held that municipal general penalty provisions authorizing harsher punishments than comparable state offenses are unlawful. In response, municipalities across the state are updating and amending their general penalty provisions to more clearly align with state statutory penalty limits for like offenses.

Recommended Changes
The proposed ordinance establishes four categories of municipal offenses for organizational and sentencing purposes. These categories align with the requirements set forth in Colorado Senate Bill 21-271 (Misdemeanor Reform), which the Colorado Supreme Court has directed municipal jurisdictions to follow. The Town's compliance with these requirements is reflected in the proposed amendment to Section 1-4-20 of the Town Code.

In the proposed code amendment, the portion of Section 1-4-20(a) that speaks to the treatment of ongoing violations as separate offenses is preserved under its own subsection, subsection (c). Subsection (d), which allowed for an inflationary adjustment is recommended for removal.

Karp.Neu.Hanlon PC
ATTORNEYS AT LAW

Sincerely,

KARP NEU HANLON, P.C.



Gregory M. Cowan, Esq.

Enclosure
Proposed Ordinance

Column

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Vail Daily (Eagle Valley Enterprise Alternative)** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(970) 949-0555**.

Notice ID: hlSE8C7W2hNIYIRbo9gd | **Proof Updated: Jul. 02, 2026 at 04:01pm MDT**
Notice Name: 8CD09 Ord. 07, 08, 09, 10 Series 2026 | Publisher ID: 408675

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
TOWN OF MINTURN treasurer@minturn.org (970) 827-5645	Vail Daily (Eagle Valley Enterprise Alternative)

Columns Wide:	1	**Ad Class:**	Legals
Total Column Inches:	10.16		
Number of Lines:	122		

07/07/2026: Other Notice	62.22
Affidavit Fee	10.00
Subtotal	$72.22
Tax	$0.00
Processing Fee	$7.22
Total	**$79.44**

TOWN OF MINTURN
ORDINANCE NO. 10 - SERIES 2026

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO, AMENDING CHAPTER 1, ARTICLE 4, SECTION 20 AND CHAPTER 8, ARTICLE 1, SECTION 70, SUBSECTION (3) OF THE TOWN OF MINTURN CODE TO CONFORM THE TOWN OF MINTURN MUNICIPAL CODE GENERAL PENALTY PROVISION WITH STATE LAW
INTRODUCED, READ BY TITLE, APPROVED ON FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 17th DAY OF JUNE, 2026. 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 15th DAY OF JULY, 2026 at 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Eric Gotthelf, Mayor

ATTEST:

By:
Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 07 – SERIES 2026

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL DEVELOPMENT PLAN FOR PLANNED UNIT DEVELOPMENT FOR MIDTOWN VILLAGE
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 1st DAY OF July 2026. 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 15th DAY OF July 2026 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Eric Gotthelf, Mayor

ATTEST:

By: Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 08 – SERIES 2026

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE MIDTOWN VILLAGE PUD
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 1st DAY OF July 2026. 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 15th DAY OF July 2026 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Eric Gotthelf, Mayor

ATTEST:

By: Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 09 – SERIES 2026

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO REZONING A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPLE MERIDIAN, FROM SOUTH TOWN CHARACTER AREA COMMERCIAL ZONE TO SOUTH TOWN CHARACTER AREA MIDTOWN VILLAGE PLANNED UNIT DEVELOPMENT ZONE DISTRICT OVERLAY IN CONFORMANCE WITH THE TOWN OF MINTURN LAND USE CODE
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 1st DAY OF July 2026. 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 15th DAY OF July 2026 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Eric Gotthelf, Mayor

ATTEST:

By: Jay Brunvand, Town Clerk

PUBLISHED IN THE VAIL DAILY ON TUESDAY, JULY 7, 2026.

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 39 – SERIES 2026

A RESOLUTION OF THE TOWN OF MINTURN APPROVING AN AMENDMENT OF SECTION 12.01 OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT

WHEREAS, Eagle Valley Transportation Authority ("Authority") was created by the Eagle Valley Transportation Authority Intergovernmental Agreement, which was entered into by and among Beaver Creek Metropolitan District; Town of Avon, Colorado; Eagle County, Colorado; Town of Eagle, Colorado; Town of Minturn, Colorado; Town of Red Cliff, Colorado; and Town of Vail, Colorado, dated as of September 1, 2022 (the "Authority IGA"), providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, pursuant to Section 43-4-604(3)(i), C.R.S., the Board of Directors of the Authority ("Authority Board") may amend the Authority IGA pursuant to the amendment procedures specified in the Authority IGA; and

WHEREAS, the members of the Authority desire to amend the Authority IGA to remove ambiguity in Section 12.01 and clarify the process to amend the Authority IGA; and

WHEREAS, the intended process for amending the Authority IGA requires initiation of the amendment by resolution of the Board, followed by approval of at least all member entities minus one; and

WHEREAS, the Authority Board has approved and initiated an amendment of Section 12.01 of the Authority IGA by resolution; and

WHEREAS, the Town of Minturn hereby finds and determines that amendment of the IGA is appropriate and necessary for the operation of the Authority.

NOW THEREFORE, BE IT RESOLVED by the Town of Minturn as follows:

1. Incorporation of Recitals. The Recitals above are incorporated herein and confirmed as providing support for amendment of the Authority IGA.

2. Approval of Amendment to Section 12.01 of the Authority IGA The Town of Minturn hereby approves the amendment of Section 12.01 of the IGA to read as follows:

Section 12.01. Amendments Generally. This Agreement, except as may be limited in this Article 12, may be amended only by a resolution approved by the Authority Board, which shall, before becoming effective, also be approved by a majority affirmative vote of each of the Governing Bodies of all Members minus one.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval.

ADOPTED this ____ day of _____, 2026.

TOWN OF MINTURN, COLORADO

_____
Eric Gotthelf, Mayor

ATTEST:

_____
Jay Brunvand, Clerk-Treasurer

MEMORANDUM

July 8, 2026

TO: Eagle Valley Transportation Authority Members

FROM: Tanya Allen, Executive Director

RE: Eagle Valley Transportation Authority Intergovernmental Agreement Amendment

I am writing to inform you that Core Transit's Board has formally initiated the process to amend the Intergovernmental Agreement ("IGA") that established the Eagle Valley Transportation Authority.

At its July 8th meeting, the Board adopted the enclosed Resolution initiating the amendment. The purpose is to address and resolve a potential area of ambiguity in the existing language. Specifically, the intent is to clarify that any amendment of the IGA requires approval of all member entities minus one, which was the intent of the members when drafting the IGA. At this time, there is no single substantive amendment being proposed; rather, this process is intended to ensure clarity, consistency, and shared understanding among all parties.

As part of this effort, the Authority seeks to work collaboratively with each member entity to review and clarify the amendment provision of the IGA. I met individually with each member entity's Manager/Executive Director to discuss the intent of this effort and to answer preliminary questions. We appreciate your engagement and input during those discussions.

Enclosed with this letter, please find the following materials:

- A copy of the Board Resolution initiating the IGA amendment process; and
- A template Resolution for use by your governing body to formally approve participation in the IGA amendment process.

We respectfully request that your governing body review these materials and consider adoption of the enclosed template Resolution at an upcoming meeting. Your participation is an important step in ensuring a coordinated and efficient amendment process.

If you have any questions or would like additional information, please do not hesitate to contact me. Thank you for your continued partnership and support of Core Transit.

Sincerely,

Tanya Allen
Executive Director
Eagle Valley Transportation Authority

Town of Minturn

To: Mayor and Town Council
From: Rob Gutierrez, Town Manager
Date: July 10, 2026
Agenda Item: Resolution 39 – 2026 CORE Transit IGA Amendment

Background

The Eagle Valley Transportation Authority (EVTA) has requested that each member jurisdiction consider approval of an amendment to Section 12.01 of the EVTA Intergovernmental Agreement (IGA). According to the materials provided by CORE Transit, the proposed amendment is intended to clarify the original intent of the IGA by specifying that amendments require approval by the Authority Board and approval by all member entities minus one.

Additional Information Requested

In preparing this item for Council, staff noted that the memorandum provided by CORE Transit states that the proposed amendment reflects the original intent of the parties when the IGA was drafted. However, the materials provided to member jurisdictions do not include any supporting background explaining the basis for that conclusion, such as drafting history, legal analysis, committee discussions, or other contemporaneous documentation.

Accordingly, staff has requested additional information from CORE Transit regarding the basis for the statement that the proposed amendment reflects the original intent of the IGA. Specifically, staff requested any supplemental information that demonstrates or explains the original intent of Section 12.01 so that the Town's staff report accurately reflects the information provided by CORE Transit and Council has a complete understanding of the proposed amendment.

Any additional information received from CORE Transit prior to the Council meeting will be provided to Council as a supplemental attachment or presented during the meeting.

Sincerely,

Rob Gutierrez
Town Manager

EAGLE VALLEY TRANSPORTATION DISTRICT

RESOLUTION NO. 2026-06

A RESOLUTION AMENDING SECTION 12.01 OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT

WHEREAS, Eagle Valley Transportation Authority ("Authority") was created by the Eagle Valley Transportation Authority Intergovernmental Agreement by and among Beaver Creek Metropolitan District; Town of Avon, Colorado; Eagle County, Colorado; Town of Eagle, Colorado; Town of Minturn, Colorado; Town of Red Cliff, Colorado; and Town of Vail, Colorado, dated as of September 1, 2022 (the "Authority IGA"), providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, pursuant to Section 43-4-604(3)(i), C.R.S., the Board of Directors of the Authority ("Board") may amend the Authority IGA pursuant to the amendment procedures specified in the Authority IGA; and

WHEREAS, the Board desires to amend the Authority IGA to remove ambiguity in Section 12.01 and clarify the process to amend the Authority IGA; and

WHEREAS, the intended process for amending the Authority IGA requires initiation of the amendment by resolution of the Board, followed by approval of at least all member entities minus one; and

WHEREAS, the Board hereby finds and determines that amendment of the IGA is appropriate and necessary for the operation of the Authority.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle Valley Transportation Authority as follows:

1. Incorporation of Recitals. The Recitals above are incorporated herein and confirmed as providing support for amendment of the Authority IGA.

2. Approval of Commencement of IGA Amendment Process. The Board hereby amends Section 12.01 of the IGA to read as follows:

> **Section 12.01. Amendments Generally.** This Agreement, except as may be limited in this Article 12, may be amended only by a resolution approved by the Authority Board, which shall, before becoming effective, also be

approved by a majority affirmative vote of each of the Governing Bodies of all Members minus one.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution and the amendment of the IGA shall take effect and be enforced immediately upon approval of the amendment by the governing bodies of all member entities minus one.

ADOPTED this 08 day of July, 2026.

EAGLE VALLEY TRANSPORTATION AUTHORITY

Rich Carroll
Rich Carroll (Jul 8, 2026 17:57:58 MDT)

Rich Carroll, Board Chair

ATTEST:

Amy Burford

Amy Burford, Secretary

Resolution Amending IGA creating Authority

Final Audit Report 2026-07-08

Created:	2026-07-08
By:	Amy Burford (amy.burford@evta.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAay39W-ltQtRWdvTXzlAscmZcFTv9GdFx

"Resolution Amending IGA creating Authority" History

Document created by Amy Burford (amy.burford@evta.org)
2026-07-08 - 8:34:54 PM GMT

Document emailed to Rich Carroll (rcarroll@avon.org) for signature
2026-07-08 - 8:34:58 PM GMT

Email viewed by Rich Carroll (rcarroll@avon.org)
2026-07-08 - 8:35:17 PM GMT

Document e-signed by Rich Carroll (rcarroll@avon.org)
Signature Date: 2026-07-08 - 11:57:58 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-07-08 - 11:57:58 PM GMT

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 40 – Series 2026

A RESOLUTION APPROVING A REVOCABLE TEMPORARY SHADE STRUCTURE LICENSE AGREEMENT WITH ERH LTD D/B/A MINTURN WHISKY

WHEREAS, the Town of Minturn desires to provide temporary shade for the benefit of the public during certain Town events; and

WHEREAS, ERH LTD d/b/a Minturn Whisky owns property located at 161 Main Street, Minturn, Colorado, which may be suitable for the temporary placement and use of a shade structure during such events; and

WHEREAS, the Town and ERH LTD d/b/a Minturn Whisky desire to enter into a Revocable Temporary Shade Structure License Agreement to define the terms and conditions for the Town's temporary use of a portion of the property for a shade sail; and

WHEREAS, the License Agreement is temporary, revocable, and does not grant the Town any permanent property interest in the licensed area; and

WHEREAS, the Town Council finds that approval of the License Agreement is in the best interest of the Town and will support public comfort and enjoyment during Town events.

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

Section 1. Approval of License Agreement.
The Town Council hereby approves the Revocable Temporary Shade Structure License Agreement with Eagle River Holdings LTD d/b/a Minturn Whisky, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Authorization to Execute.
The Mayor is hereby authorized to execute the License Agreement on behalf of the Town, subject to final review and approval by the Town Attorney, and with such non-material changes as may be approved by the Town Attorney.

Section 3. Authorization to Implement.
Town staff are authorized to take such actions as are reasonably necessary to implement the License Agreement and provide for the temporary deployment, removal, storage, and maintenance of the shade structure in accordance with the terms of the License Agreement.

Section 4. Effective Date.
This Resolution shall be effective immediately upon adoption.

INTRODUCED, READ, APPROVED, AND ADOPTED this ____ day of _____, 2026.

TOWN OF MINTURN, COLORADO

_____
Eric Gotthelf, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk

REVOCABLE TEMPORARY SHADE STRUCTURE LICENSE

TOWN OF MINTURN

THIS REVOCABLE TEMPORARY SHADE STRUCTURE LICENSE AGREEMENT ("License") is made this _____ day of _____, 2026, between the Town of Minturn, Colorado (the "Licensee"), with an address of 302 Pine Street, Minturn, CO, 81645, and ERH Ltd., owner of real property located at 161 Main Street, Minturn, CO, 81645 and depicted in Exhibit A, ("Licensor"), together referenced below as the "Parties".

RECITALS

A. The Licensor is the owner of certain real property located within the County of Eagle, State of Colorado, more particularly described on Exhibit A (the "Licensed Area").

B. The Town of Minturn desires to use the licensed area to provide for temporary shade during certain Town events.

C. The use of privately owned property for public improvements, including temporary shade structures, requires a license agreement outlining the terms and conditions of such license.

LICENSE

FOR AND IN CONSIDERATION OF the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Grant of License

The Licensor hereby grants to Licensee a License over and across the Licensed Area, as shown on the attached Exhibit A, for the purposes and subject to the restrictions set forth herein. Use of the License Area shall be for the Licensee and the Licensor, for deployment of a temporary shade sail during such dates and times required during Town events.

2. Acknowledgement of Licensee

Licensee acknowledges that the Licensor's grant of this License does not grant prescriptive rights in the Licensed Area to the Licensee.

3. Limitations on Use of the Licensed Area

a. The Licensed Area described in Exhibit A, subject to this License, may be used solely and exclusively for the following purposes: deployment of a temporary shade sail during such dates and times required during certain Town events.

b. Licensee shall be responsible for the use, deployment, and storage of the temporary shade sail at Licensee's sole expense.

c. Licensee further agrees that it shall maintain the shade sail in such a way that it preserves existing dimensions depicted in Exhibit A, and any alteration or proposed alteration of the shade sail is subject to gaining additional permission(s) of the Licensor.

d. In no event shall the Licensed Area be used for vehicular parking.

e. This License is not exclusive. The Licensor reserves the right to make or permit such use of the Licensed Area that it deems appropriate so long as it is not incompatible with the uses permitted to Licensee.

f. Upon termination of this License for any reason, the Licensor has the right to require the Licensee to remove all or any portion of improvements maintained by the Licensee to the License Area. Any remaining improvements not communicated to the Licensee for removal, shall become and remain the property of the Licensor.

g. Licensee's use of the Licensed Area shall always and continuously be in compliance with the applicable federal, state and local rules and regulations, specifically including those contained in the Minturn Town Code and associated regulations.

4. Damage

The Licensor shall not be liable for damage, restoration or reconstruction to the improvements caused by or occurring in connection with Licensee's use of Licensor's property. The Licensor shall make reasonable efforts to cooperate with the Licensee to minimize damage or interference with the use and operation of the temporary shade sail.

5. Insurance

Licensee hereby covenants and agrees at all time during the term of this License to cause to be maintained comprehensive general liability insurance against all claims for personal injury, death, or property damage occurring on Licensed Area with minimum limits of liability of One Million Dollars ($1,000,000) per person, One Million Dollars ($1,000,000) per occurrence and Five Hundred Thousand Dollars ($500,000) property damage. Eagle River Holdings Ltd. shall be named as an additional insured. Licensee shall provide a copy of a certificate of insurance prior to the deployment of the shade sail.

6. Indemnification

Licensee, of itself, its successors-in-interest and assigns, hereby indemnifies and holds the Licensor harmless for and against any and all claims for injury or damage, including costs and attorney fees, arising out of their use and occupation of the Licensed Area pursuant to this License hereby granted.

7. Term of License; Revocation

This License shall be in full force and effect from the date first set forth above until December 31, 2026 or such time as the Parties agree to terminate the License provided that the Licensor shall have the right to terminate this License upon 30 days' notice to Licensee with or without cause.

8. Severability; Enforcement; Validity

If any term, covenant, condition or provision of this License or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this License or the application for such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent provided by law. Jurisdiction and venue for all claims arising under this agreement shall be proper and exclusive in the District Court for Eagle County Colorado.

9. Binding Effect

This License shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this License as of the day and year first written above.

THE TOWN OF MINTURN, COLORADO

Attest:

_____ _____

By: Jay Brunvand, Town Clerk By: Eric Gotthelf, Mayor

ERH LTD

_____

By: Stefanie D. Neubauer, CEO

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the _____ day of _____, 2026, before me personally appeared _____, who executed the foregoing instrument for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

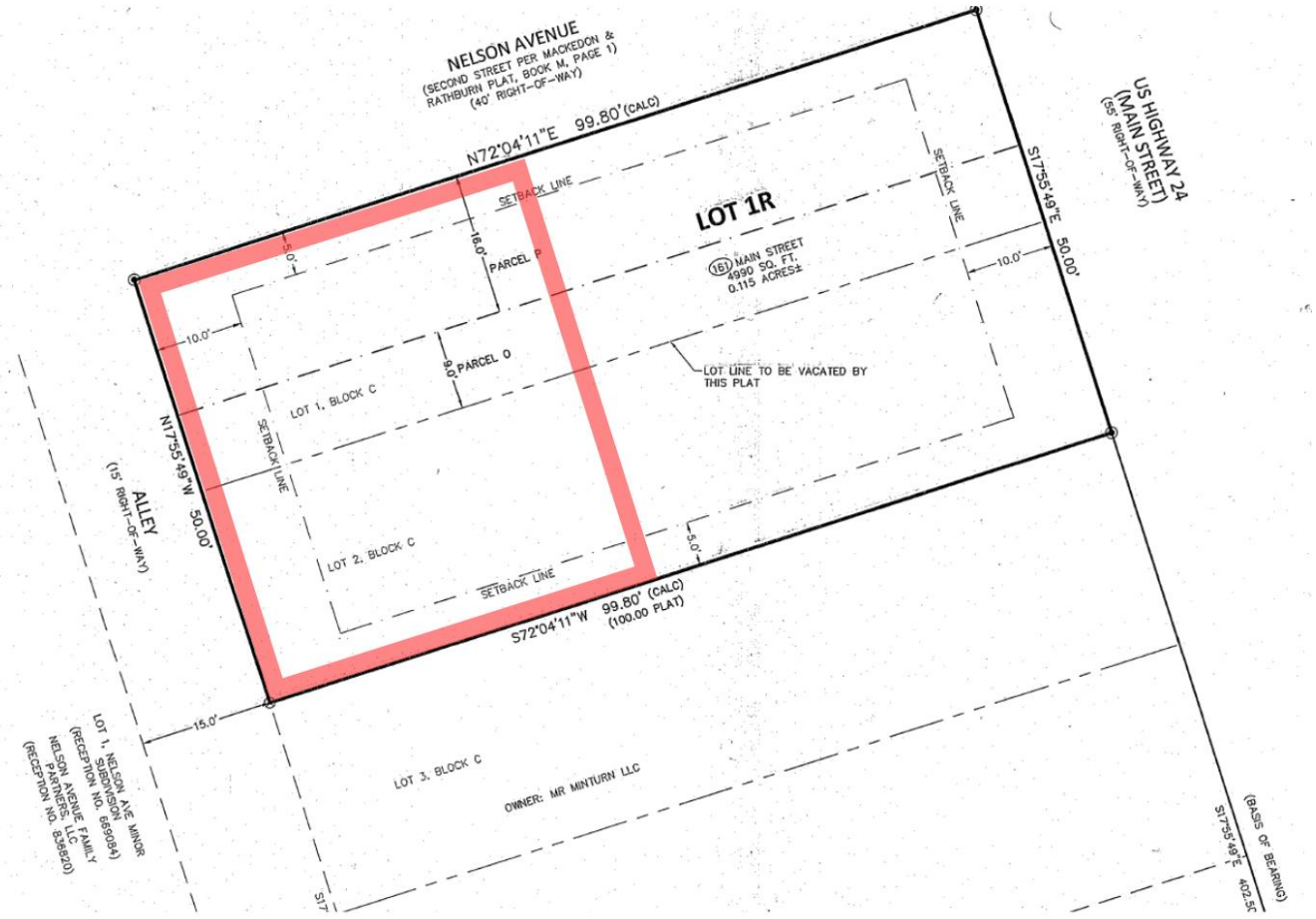
(SEAL)

_____

Notary Public

Exhibit A

Approximate License Area



Minturn
Town Manager's Office

Staff Memo To: Town Council

From: Rob Gutierrez & Jessica Copeland

Date: July 10, 2026

Subject: Preliminary Vehicle Speed Monitoring Results

Purpose of Memorandum

The purpose of this memorandum is to inform Town Council of preliminary vehicle speed data collected by Town staff at key locations throughout Minturn. The primary objective of this effort was to better understand vehicle speeds on streets where speeding and traffic safety concerns have been identified by the public, Council, and staff, and to help determine whether additional actions should be considered to improve safety.

The data collection included Main Street (US 24), Minturn Road, Pine Street, Taylor Street, and other locations identified through public input and staff observations. Because these roadways serve different functions and are under different jurisdictions, the data was collected to support different potential future actions depending on the location.

Future Engineering Evaluation

The vehicle speed data presented in this memorandum is intended to serve as a preliminary screening tool rather than a formal engineering speed study. Town staff collected data at multiple locations to identify where speeding appears to be most prevalent and to help determine where additional professional analysis may provide the greatest benefit.

Because Main Street (US 24) is under CDOT jurisdiction, future consideration of engineering-based traffic safety improvements or participation in CDOT's Automated Vehicle Identification System (AVIS) Program would require additional analysis by a qualified transportation engineering consultant. A formal engineering study would evaluate traffic speeds, roadway characteristics, traffic volumes, safety conditions, and other engineering factors beyond the preliminary information collected by Town staff.

Rather than attempting to satisfy the requirements of a formal engineering study, the purpose of this preliminary data collection was to identify one or two locations where a consultant's efforts could be focused most effectively should Council decide to pursue additional evaluation.

On locally owned streets such as Pine Street and Taylor Street, the preliminary data was collected for a different purpose. Because traffic volumes are substantially lower than on Main Street, the information is intended to help evaluate neighborhood speeding concerns and determine whether local operational or traffic-calming measures should be considered, rather than to identify locations for a potential AVIS application.

Methodology & Definitions

Following concerns raised by the public and direction from Town Council, Town staff collected vehicle speed data at ten locations throughout Minturn between December 2025 and May 2026. Speed data at each location was collected over approximately one week. A summary of the data and a map of the monitoring locations are included at the end of this memorandum.

This was a preliminary staff-level data collection effort intended to identify general patterns and potential locations for further study. The data and calculations have not been independently reviewed or validated by a traffic engineer and should not be treated as a formal engineering analysis. Any findings used to support a CDOT application, enforcement program, roadway improvement, or other significant policy decision would require additional data collection and verification by a qualified transportation professional.

The 85th-percentile speed is the speed at or below which 85 percent of observed vehicles travel under typical free-flow traffic conditions. Traffic engineers commonly use the 85th-percentile speed as one indicator of prevailing traffic speeds when evaluating roadway operations and potential safety concerns.

Speed variance describes the degree to which vehicle speeds differ from one another at a given location. Greater variation in speeds may indicate a less uniform traffic flow and, when considered alongside other factors, can contribute to increased crash risk. For this analysis, speed variance is expressed using the standard deviation of observed vehicle speeds.

Preliminary Findings and Candidate Locations

Based on the preliminary speed data collected by Town staff, several locations exhibited higher observed vehicle speeds than others. Staff believes the following locations may warrant additional evaluation if Council wishes to pursue further traffic safety analysis.

Highway 24 / Main Street (US 24)

Potential Higher Priority for Additional Evaluation

- Approximately **98.1%** of observed vehicles exceeded the posted **25 mph** speed limit. The average observed speed was **35.1 mph**.
- Approximately **15%** of observed vehicles traveled faster than **39 mph** (the preliminary 85th-percentile speed). The highest recorded speed was **61 mph**.
- Preliminary speed variation was calculated at **0.95 mph**. Because this analysis was completed by Town staff, this value should be considered preliminary and verified as part of any formal engineering evaluation.

South Main Street @ Boneyard

Potential Higher Priority for Additional Evaluation

- Approximately **89.2%** of observed vehicles exceeded the posted **35 mph** speed limit. The average observed speed was **41.6 mph**.
- Approximately **15%** of observed vehicles traveled faster than **47 mph** (the preliminary 85th-percentile speed). The highest recorded speed was **96 mph**.
- Preliminary speed variation was calculated at **5.6 mph** and should be verified through any future engineering study.

Minturn Rd North of 4th Avenue

Potential Higher Priority for Additional Evaluation

- Approximately **90.9%** of observed vehicles exceeded the posted **25 mph** speed limit. The average observed speed was **32.4 mph**.
- Approximately **15%** of observed vehicles traveled faster than **38 mph** (the preliminary 85th-percentile speed). The highest recorded speed was **69 mph**.
- Preliminary speed variation was calculated at **5.4 mph** and should be verified through any future engineering study.

Minturn Rd South of 4th Avenue

Potential Lower Priority for Additional Evaluation

- Approximately **53.9%** of observed vehicles exceeded the posted **25 mph** speed limit. The average observed speed was **26.5 mph**.
- Approximately **15%** of observed vehicles traveled faster than **32 mph** (the preliminary 85th-percentile speed). The highest recorded speed was **49 mph**.
- Preliminary speed variation was calculated at **6.3 mph** and should be verified through any future engineering study.

Main Street (400 Block)

Potential Lower Priority for Additional Evaluation

- **62.80%** of drivers exceed the posted limit of **25 mph** with the average speed being **26.57 mph**.
- Approximately **15%** of drivers traveled at speeds higher than **31 mph**; the maximum speed recorded was **65 mph**.
- The variance is mildly high at **4.57 mph**, suggesting that there is speed dispersion at this location.

Pine Street 400 Block (in front of day care)

Neighborhood Safety Concern

- **34.4%** of drivers exceed the posted limit of **15 mph** with the average speed being **14.7 mph**.
- Approximately **15%** of drivers traveled at speeds higher than **18 mph**; the maximum speed recorded was **32 mph**.
- Given the relatively low traffic volumes on Pine Street, these observations are intended to help evaluate neighborhood speeding concerns rather than identify locations for formal engineering study or potential AVIS consideration.

Taylor Street (300 Block)

Neighborhood Safety Concern

- **35.1%** of drivers exceed the posted limit of **15 mph** with the average speed being **14.8 mph**.
- Approximately **15%** of drivers traveled at speeds higher than **18 mph**; the maximum speed recorded was **28 mph**.
- As with Pine Street, these observations are intended to inform local traffic safety discussions rather than identify locations for formal engineering evaluation.

Overall, the preliminary data suggests that the most significant speeding concerns are concentrated along the Main Street (US 24) corridor and portions of Minturn Road. While speeding was also observed on Pine Street and Taylor Street, the lower traffic volumes and roadway context suggest these locations are more appropriately considered through neighborhood traffic management strategies rather than formal engineering evaluation for potential CDOT-related actions. Based on these preliminary findings, staff believes any future consultant-led engineering study should focus on the higher-priority locations identified above.

Staff Discussion

The preliminary speed data indicates that speeding concerns are not uniform throughout Town. The highest observed speeds and greatest frequency of speeding were generally concentrated along the Main Street (US 24) corridor and portions of Minturn Road, while neighborhood streets such as Pine Street and Taylor Street exhibited lower overall speeds despite isolated instances of speeding.

Based on these preliminary findings, staff believes that, should Council wish to pursue additional traffic safety analysis, the most effective use of consultant resources would be to focus a formal engineering speed study on one or two of the higher-priority locations identified in this memorandum. Such a study would provide the engineering analysis necessary to better understand roadway conditions, evaluate potential mitigation

strategies, and determine whether additional actions, including participation in CDOT's Automated Vehicle Identification System (AVIS) Program or other traffic safety improvements, are appropriate.

For locally owned neighborhood streets, the preliminary data may instead be useful in evaluating lower-cost operational measures, public education, enforcement efforts, or traffic-calming strategies, as appropriate.

Questions and Considerations for Council

Staff is requesting Council direction regarding the following:

1. **Whether Council wishes to pursue a consultant-led engineering speed study for one or more of the higher-priority locations identified in this memorandum.**
2. **If so, which location(s) should be prioritized for additional evaluation.**
3. **Whether Council wishes staff to explore additional neighborhood traffic-calming strategies for Pine Street, Taylor Street, or other locally owned streets.**

Council may also wish to consider whether staff should explore other potential traffic-safety measures for Main Street in coordination with CDOT. These could include signage, enforcement, operational changes, or other CDOT-approved mitigation strategies. In considering those options, it is important to recognize that prior traffic-calming measures implemented on Main Street in 2024 were not successful and were not well received by the public. Any future recommendation should therefore be informed by additional professional evaluation, coordination with CDOT, and consideration of community impacts.

Sincerely,

Rob Gutierrez & Jessica Copeland

Compiled Speed Data December 2025-May 2026											
Location	Speed Limit	85th Percentile Speed	Average Speed	Speed Variance	% Exceeding Posted Limit	% Exceeding by 10+ MPH	Max Speed	Peak Traffic Time	% Traffic Travelling at Peak	Average # Vehicles/Day	Does it justify an official study?
400 BLK Main St	25 mph	31 mph	26.57 mph	4.57 mph	62.80%	2.74%	65 mph	4:00 PM	9.95%	2,945	medium priority
600 BLK Main St	35 mph	39 mph	34.46 mph	n/a	41.24%	1.29%	72 mph	5:00 PM	11.34%	3,175	
Highway 24/Main St	25 mph	39 mph	35.07 mph	0.95 mph	98.11%	n/a	61 mph	4:00 PM	10.20%	5,649	higher priority
Minturn Rd South of 4th Ave	25 mph	32 mph	26.5 mph	6.32 mph	53.91%	7.39%	49 mph	4:00 PM	9.33%	150	medium priority
South Main St @ Boneyard	35 mph	47 mph	41.6 mph	5.6 mph	89.23%	27.63%	96 mph	4:00 PM	11.69%	2,788	higher priority
Highway 24 North @ Speed Sign	35 mph	40.0 mph	35.0 mph	n/a	46.36%	n/a	57 mph	5:00 PM	10.16%	5,472	
Minturn Rd North of 4th Ave	25 mph	38 mph	32.39 mph	5.4 mph	90.86%	33.70%	69 mph	4:00 PM	10.42%	508	higher priority
Pine St 400 Blk	15 mph	18 mph	14.67 mph	2.6 mph	31.37%	1.71%	30 mph	8:00 AM	20%	25	
Pine St (1 week later)	15 mph	18 mph	14.81 mph	x	36.03%	0.66%	30 mph	7 AM & 3 PM	9.80%	102	
Pine St 400 Blk (daycare)	15 mph	18 mph	14.7 mph	3.5 mph	34.40%	0.77%	32 mph	1:00 PM	10.08%	119	
300 Blk Taylor St	15 mph	18 mph	14.8	0.11 mph	35.10%	0.39%	28 mph	3:00 PM	9.20%	87	



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

FUTURE MEETING AGENDA ITEMS

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

August 5, 2026

- Resolution Authorizing an Application for a Federal Lands Access Program Grant Application for Cemetery Rd. and Cemetery Bridge.
- Resolution 34 – Tennessee Pass Rail Corridor Preservation
- Executive Session - Minturn Battle North WTP Expansion

August 19, 2026

- Discussion / Direction regarding the Town's current landscaping requirements, and updating this to align with water shortages
- Executive Session – ECSO Contract Review / Amendment
-

September 2, 2026

- Ordinance __ (First Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments and Updated Court Fines / Fees Schedule) – Legal/Krieg & Brunvand

September 16, 2026:

- Joint Meeting with Eagle County Commissioners
- Ordinance __ (Second Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments and Updated Court Fines / Fees Schedule) – Legal/Krieg & Brunvand
-

Dates to be Determined / Long Term Scheduling:

- Discussion / Direction regarding the Town's water moratorium and long-term water supply (Sept/Oct)
- Flavored Tobacco Ban Discussion (Discussion / Direction)
- Minturn Forward Zoning and Subdivision Code Adoption