

**RIDGWAY PLANNING COMMISSION AGENDA**

Tuesday, February 27<sup>th</sup>, 2018  
Planning Commission Regular Meeting: 5:30 pm  
Ridgway Community Center  
201 North Railroad Street, Ridgway, Colorado

**ROLL CALL** Chairperson: Doug Canright, Commissioners: John Clark, Thomas Emilson, Larry Falk, Ellen Hunter, Bill Liske, and Jennifer Nelson

**REGULAR MEETING:** 5:30 pm

**PUBLIC HEARINGS:**

1. **Application:** Sketch Plan and Preliminary Plat for Preserve; **Location:** Savath Subdivision Part of Outlot A and Woodford Addition; **Address:** TBD County Road 23; **Zone:** Residential (R); **Applicant:** Del-Mont Consultants **Owner:** Ridgway River Development, LLC

**OTHER BUSINESS:**

2. Ridgway Area Joint Planning Board – recruit new member
3. Master Plan process update
4. Downtown Parking Assessment, DOLA/Colorado Main Street

**APPROVAL OF MINUTES:**

5. Minutes from the meeting of January 30<sup>th</sup>, 2018

**ADJOURN REGULAR MEETING**

## PLANNING & ZONING PERMIT

Incomplete Applications will be Rejected

Receipt # #1046 #882521  
Date Received 1/30/2018 \*  
By Wanderly \*  
\* For Office Use Only

### ACTION REQUESTED

TEMPORARY USE PERMIT	<input type="checkbox"/> 7-3-13c	VARIANCE	<input type="checkbox"/> 7-3-16
CONDITIONAL USE PERMIT	<input type="checkbox"/> 7-3-14	REZONING	<input type="checkbox"/> 7-3-17
CHANGE IN NON-CONFORMING USE	<input type="checkbox"/> 7-3-15	SUBDIVISION	<input checked="" type="checkbox"/> 7-4-1 thru 7-4-12
OTHER: _____	<input type="checkbox"/> _____		

#### APPLICANT/APPLICANTS:

NAME: Del-Mont Consultants  
MAILING ADDRESS: 125 Colorado Ave.  
CITY: Montrose, CO 81401  
TELEPHONE NO.: 970-249-2251  
FAX: 970-249-2342

#### OWNER/OWNERS OF RECORD:

NAME: Ridgway River Development, LLC  
MAILING ADDRESS: 4016 Pioneer Rd.  
CITY: Montrose, CO 81403  
TELEPHONE NO: 970-209-4673

ADDRESS OF PROPERTY: TBD County Road 23

ACREAGE/SQUARE FOOTAGE: 8.182 acres ZONING DISTRICT: Residential

BRIEF DESCRIPTION OF REQUESTED ACTION: Reinstate the previously approved Preliminary Plat for the Preserve P.U.D.

#### ATTACHMENTS REQUIRED FOR ALL ACTIONS:

1. Evidence of ownership or written notarized consent of legal owner(s).
2. Copy of all site plans drawn to scale showing location of building(s), elevations, abutting streets, and all dimensions, must be submitted on paper size of 8.5 x 11 or 11 x 17.
3. A filing fee payable to the Town of Ridgway.

#### FILING FEE SCHEDULE:

Temporary Use	\$ 100.00	Subdivisions	
Conditional Use	100.00	a. Sketch Plan	\$ 200.00
Change in Nonconforming Use	100.00	(plus \$10.00 per lot or unit)	
Variances & Appeals	150.00	b. Preliminary Plat	400.00
Rezoning	200.00	(plus \$20.00 per lot or unit)	
Reviews Pursuant to 7-3-18	100.00	c. Final Plat	300.00
Variance from Flood Plain Reg's	100.00	d. Minor Subdivision	200.00
Deviations from Single Family		e. Lot Split	100.00
Design Standards	100.00	f. Replat/amended plats	100.00
		g. Planned Unit Development	(a. b. & c.)

#### ADDITIONAL COSTS:

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



**SPECIFIC ATTACHMENTS REQUIRED FOR EACH ACTION:****CONDITIONAL USE PERMITS:**

1. The site plan shall show off-street parking requirements, landscaping and architectural features.
2. Information showing compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
4. Property shall be posted at least 10 days prior to the hearing.

**TEMPORARY USE PERMITS:**

1. The site plan shall show off-street parking requirements, landscaping and architectural features.
2. Information showing compliance with applicable criteria.
3. Property shall be posted at least 10 days prior to the hearing.

**CHANGES IN NON-CONFORMING USE:**

1. Description of existing non-conformity.
2. Information showing compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
4. Property shall be posted at least 10 days prior to the hearing.

**VARIANCE:**

1. Site plan showing details of the variance request and existing uses within 100 ft. of property.
2. Information showing compliance and/or non-compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.

**REZONING:**

1. Legal description, present zoning and requested zoning of property.
2. Notice of hearing shall be posted 10 days before the date of the hearing.
3. Property shall be posted at least 10 days prior to the hearing.

**SUBDIVISION:**

1. All requirements established by Municipal Code Sections 7-4-1 through 7-4-12.
2. Affidavit of notice sent to all surface and mineral owners and lessees of mineral rights.  
(Proof of proper notice must be submitted prior to the hearing.)
3. The Preliminary Plat shall be submitted 21 days prior to the hearing.
4. The Final Plat shall be submitted 20 days prior to the next scheduled Planning & Zoning meeting.
5. Sketch plan required in subdivisions consisting of more than 5 proposed lots or units.

**Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.**

  
\_\_\_\_\_  
Signature of Applicant/Applicants  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Signature of Owner/Owners  
\_\_\_\_\_  
Date



**TOWN OF RIDGWAY, COLORADO  
ACKNOWLEDGMENT OF FEES AND COSTS**

Del-mont Nick Barent ("Applicant") and RRD Ty Jennings ("Owner") do hereby acknowledge that with the filing of an application, or seeking Town review under Chapter 7, Section 3 or Section 4 of the Town of Ridgway Municipal Code, that it is subject to the requisite fees and costs associated with such action, in accordance with 7-3-20 and 7-4-12, including out-of-pocket legal fees and/or engineering fees.

Applicant and Owner acknowledge that no plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or final approval action taken until all fees then due are paid to the Town.

Applicant and Owner acknowledge that the Town may suspend review of submittals, inspection of improvements, and processing of a subdivision, as it deems appropriate, unless all amounts are paid as due.

Applicant and Owner further acknowledges that unpaid fees may be certified to the Ouray County Treasurer for collection as delinquent charges against the property concerned.

Acknowledged this 8<sup>th</sup> day of Feb, 2018.

APPLICANT:

By: 

Nicholas Barent, authorized signer  
(print name)

PROPERTY OWNER:

By:  For RRD

Ty Jennings, authorized signer  
(print name) managing member

## STAFF REPORT

**Request:** Sketch Plan / Preliminary Plat  
**Subdivision:** Preserve PUD  
**Legal:** Savath Subdivision Part of Outlot A and Woodford Addition SW ¼ S: 16 T: 45 R: 8  
**Address:** TBD County Road 23  
**Parcel #:** 430516400007  
**Zone:** Residential  
**Applicant:** Del-Mont Consultants  
**Owners:** Ridgway River Development, LLC (RRD, LLC)  
**Initiated By:** Jen Coates, Town Manager; Joanne Fagan, Town Engineer; Shay Coburn, Town Planner  
**Date:** February 23, 2018

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### BACKGROUND:

This request is for a combined Sketch Plan/ Preliminary Plat hearing for a residential Planned Unit Development (PUD) of 8.182 acres at the south aspect of the Town, along County Road 23 just east of the Ridgway Athletic Park.

The property on which this subdivision is to be located was annexed into the Town of Ridgway on May 25, 2006 pursuant to the Ordinance 05-10 adopted by the Town of Ridgway on December 14, 2005, the Annexation Map of the Woodford Addition recorded in Ouray County records at Reception Number 191631 on May 25, 2006, and the Agreement and Declaration of Covenants recorded at Reception Number 191629 on May 25, 2006. The property is zoned Residential (R) pursuant to Town of Ridgway Ordinance 07-13, adopted by the Town Council on October 10, 2007.

This property was previously approved for Preliminary Plat by the Planning Commission on July 25, 2006 and the Town Council on August 16, 2006. Since that time, some infrastructure work has been completed, including work in the river corridor subject to an Army Corps of Engineers permit, some subsurface utility and storm water infrastructure work, and some base roadway improvements. The extent of completed utility work has been submitted in an as-built survey by Del-mont dated 2/15/2018 to describe what has been completed since the prior approvals. In 2010, the representative for the property owner approached the Town to cease all work on the project due to the economy and expenses incurred with the project development. The Town worked with the developer to insure the property was clear of public health and safety issues as well as mitigating offsite impacts due to incomplete infrastructure, specifically surface and subsurface drainage challenges.

Pursuant to the Preliminary Plat requirements in Ridgway Municipal Code Section 7-4-5(B)(10): "Except as otherwise expressly provided by the Town Council, all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved." In addition, pursuant to Final Plat requirements in Ridgway Municipal Code Section 7-4-5(C)(1)(c): No final plat may be scheduled for a Planning Commission hearing more than two years after approval of the preliminary plat, without resubmitting the preliminary plat for review pursuant to 7-4-5(B) unless;

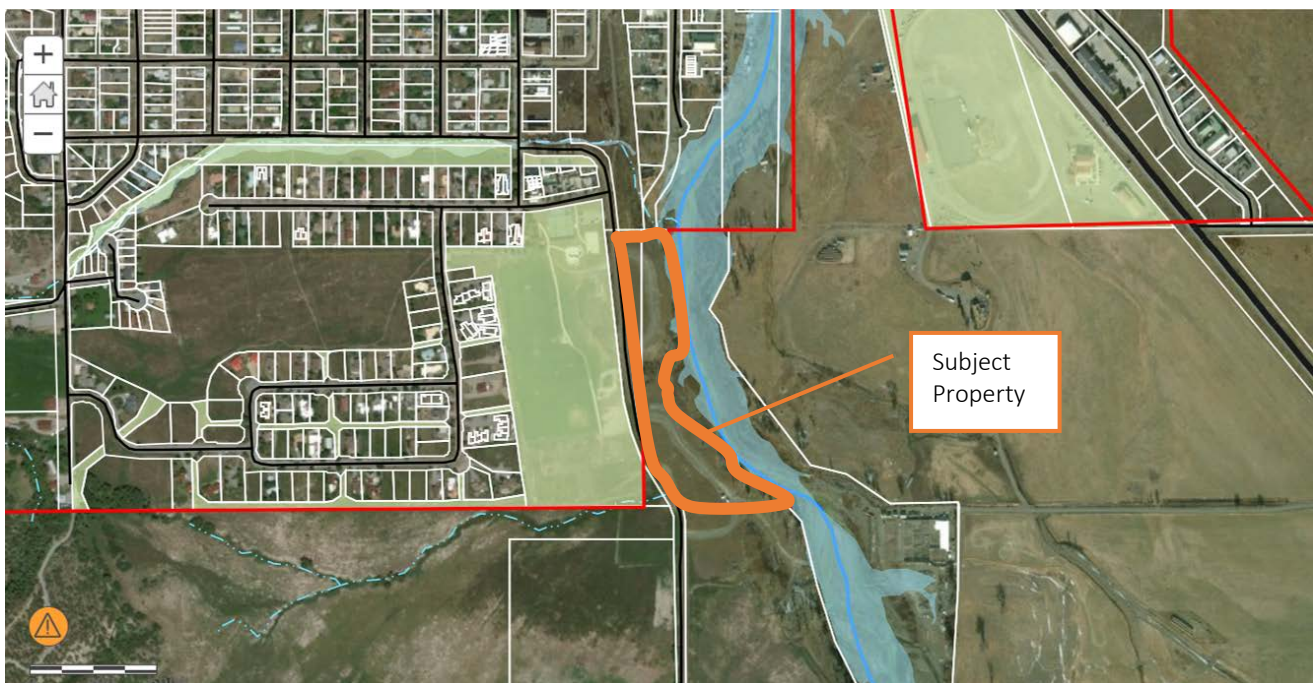
- (i) within two years of approval of a final plat of a previous filing, or
- (ii) the Town Council authorizes an extension for good cause shown, such as adverse market conditions, in conjunction with substantial progress on infrastructure and approval of a final plat of previous filings in accordance with an approved phasing plan.

The PUD was granted one, 1-year extension by the Town Council on 09/12/2007 at the request of the developer “to allow time for Army Corps of Engineers application process.” The Preliminary Plat approval subsequently expired pursuant to these Preliminary and Final Plat code sections as conditions of approval were not fully met within the 90-days of approval or the extension, and no further extension was requested for the prior Preliminary Plat approval.

Conditions of approval from August 2006 Town Council Preliminary Plat approval is included as Exhibit A to this report. This PUD was previously approved with a number of dimensional requirement variances, primarily lot sizes, and 4 deed restricted housing units on Lot 20, which is a restriction on ~12% of the total number of units.

The plat submitted for this hearing dated 9/30/2008 shows 25 residential lots with a total of 32 residential units, inclusive of 22 single family units, two 3-unit lots, and one 4-unit lot. The lots range in size from 3,793 square feet to 18,849 square feet. (Note: *Staff believes lot 19 is to be a 2-unit lot instead of a single family lot as shown on the submitted plat map, which would make a total of 33 units.*)

The request at this time is for Sketch Plan/ Preliminary Plat review pursuant to the Town’s subdivision regulations 7-4-5(A) and (B).



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## ANALYSIS

The Applicant has submitted the following with this request:

1. Public hearing application and fee;
2. Executed Fee Acknowledgement form;
3. Previously approved Preliminary Plat map, as amended, dated 09/30/2008 from Del-Mont Consultants, Inc. (plat map is dated after the 2006 approvals);
4. Engineering plans from Del-Mont, dated 09/30/2008, with the Town Engineer’s approval dated 10/16/2008;

5. Utech notes on as-built infrastructure with Del-Mont Engineering stamp on 06/12/2008;
6. Del-Mont survey of as-built infrastructure dated 02/15/2018;
7. Title Report dated 11/30/2017;
8. HOA Articles of Incorporation, Bylaws and Covenants;
9. Lambert Geotechnical Report dated 06/01/2006;
10. Army Corps of Engineers (ACOE) Permit from 10/31/2007 – to fill 1.3 acres of wetlands, then restore and develop another 1.3 acres of wetlands to mitigate for the loss of wetlands, and bank stabilization (installation of grade control structures, jetties and rip rap) along the reach of the Uncompahgre River that flows along the boundary of the subdivision;
11. Army Corps of Engineers Permit Amendment from January 24, 2008 – removing condition 7 of the original ACOE permit in order to accommodate a culvert location and noting no additional wetland impact;
12. Colorado Department of Public Health and Environment 401 Certification Letter dated 09/07/2007 – required for the work in the river corridor;
13. General Road and Utility Easement Agreement – draft emailed to Town Hall on 02/16/2018; and
14. Preserve PUD High-Water Mark survey from Del-Mont dated 01/09/2018.

The following were not submitted with this application and were required as conditions of approval with the previously approved preliminary plat in 2006:

1. Drainage and storm water calculations – these were submitted in 2008 and approved with the engineering plans on October 16, 2008. These need to be included with the final submittal and final subdivision files.
2. Hydraulic calculations – these were submitted after the 2006 preliminary plat approval, and were approved by the Town on 04/09/2008. These final calculations need to be included with the final submittal and final subdivision files.
3. Cut and Fill calculations – these were not found in the subdivision or engineering files and need to be submitted and included with this application.
4. A site application for the lift station approved by the Town and a permit issued by CDPHE is required prior to any work on the lift station. We have documentation that this application was submitted and not approved by CDPHE. This permit should be one of the first components to be completed with this development before re-starting any work as the site may need to be relocated if the required mitigation cannot be met.
5. Specifications and Design Calculations for the lift station - these were not found in the subdivision or engineering files and need to be submitted and included with this application.

In addition to items identified above, the following documents for this PUD have not been received at Town Hall:

1. Estimated costs of construction and financing of infrastructure and utilities;
2. An updated geotechnical report, supplement to the report, or other documentation from a geologist or a licensed qualified engineer describing current soils conditions as required by RMC 7-4-5(B)(6)(g);
3. Completion of work documentation from the Army Corps of Engineers for the 404 Permit.

\* \* \* \* \*

### SKETCH PLAN: RMC 7-4-5(A)(2)

Sketch plan submittal from Ridgway River Development, LLC via a letter to the Town dated January 10, 2006, presents the following information. If this is different for this submittal, the Applicant needs to present the updated information at this time:

- The project will retain and utilize all natural topography whenever possible.
- There is nominal fill and compaction for properties that fall within the flood plain.
- They are committed to reclaim the natural state of the river corridor and preserve the habitat and proclivity of the wildlife that have made their home on this land.
- Commitment to offsite improvements in paving CR 23 and Chipeta Drive.
- RRD, LLC purchased a fly over of the entire annexed property and will supply the town with updated topographical information and river location.
- A wetland evaluation report and survey will also be completed and wetland locations and the report will be provided to the Town.
- Estimated gallons of water and sewer per day:
  - Water: 10,500 gal/day plus 7480 gal/day for irrigation in summer
  - Sewer: 10,500 gal/day
- Construction costs: \$729,550.

According to the staff report dated March 28, 2006 for sketch plan review, there was a letter dated January 31, 2006 from the Ridgway Schools indicates the bus stop should be located at an area that is “not on a curve, nor at the entrance of the subdivision”. The Applicant should locate the bus stop in the preliminary plat submittal.

Updated topography for manmade features (work completed under the ACOE 404 permit) is needed.

RMC 7-6 Adequate Water Supply – this provision applies for new water use in an amount more than that used by 50 single-family equivalents. This proposed development has water use less than 50 single-family equivalents. This provision does not apply. There is however a provision in the Annexation Agreement for this property for “Good faith discussions with the Town related to the Town’s partial acquisition of Dallas Ditch irrigation water owned by Declarant”, which needs to be pursued.

There do not appear to be mineral rights holders in the title report, so notice requirements in RMC 7-4-5(A)(8), do not appear to be needed. Applicant should confirm this to be correct.

\* \* \* \* \*

### PRELIMINARY PLAT: RMC 7-4-5(B)

Staff has worked with the Applicant toward having a submittal that is in substantial conformity with the requirements in the code. While a number of documents and information either needs submitted or updated as of the date of this report, staff has determined the submittal to be substantially conforming as of February 16, 2018, which is 7 days prior to the final distribution of the agenda.

Pursuant to RMC 7-4-5(B)(3) the application for hearing and plat map have been sent to various entities.

**PLAT MAP:**

**Legal Description**

Pursuant to RMC 7-4-5(C)(3) the plat map needs to include the full legal description of the property. See the Woodford Addition Annexation map recorded at Reception No. 191631 in Ouray County Records on May 25, 2006. Also included shall be the legal description for the small parcel at the NW aspect of the Preserve PUD approximately 1.5 acres of the Savath Subdivision. This needs added for the Final Plat and is provided here for the benefit of the Owner.

**Plat Certificates**

Pursuant to RMC 7-4-5(C)(3) the following certificates will need to be added for modified for the Final Plat. They do not need added at this preliminary plat but are provided here for the benefit of the Owner and should be confirmed with staff prior to the Final Plat submittal:

The following certificates will need to be added to the Final Plat:

Engineer's Certificate:

This standard certificate needs to be added to page 1:

I, \_\_\_\_\_, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, are adequate to serve the Subdivision shown hereon.

Date: \_\_\_\_\_  
Engineer Registration Number \_\_\_\_\_

Ouray County Treasurer's Certificate:

I certify that as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

Date: \_\_\_\_\_  
Ouray County Treasurer

Lienholders Certificate: *(if there is a lienholder, this certificate needs added) – Town will provide language.*

Improvement District Certificate: *(if there is a district to be created for completion of concrete walk, this certificate needs added) – Town will provide language.*

Note: If not requiring concrete walk for the recreation trail on CR 23, the creation of an Improvement District to pay for the hard-surfacing of the trail along CR 23 at some point in the future.

Ouray County Board of County Commissioners Certificate: *(if the BOCC is to sign the plat in agreement with the current plat note 8)– Town will provide language.*

Note: Plat note 8 needs to have an associated certificate for Ouray County BOCC signature, which allows access to CR 23 outside of the Town.

The following certificates will need to be modified for the Final Plat submittal:

Surveyor's Certificate: needs updated to the Town's standard certificate as follows:

I, \_\_\_\_\_, hereby certify that this plat was prepared under my direct supervision and that said survey is accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

Attorney's Certificate: needs updated to the Town's standard certificate as follows:

I, \_\_\_\_\_, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the title of all land herein platted and that title to such land is in the dedicator(s) and owners, and that the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Town Manager Certificate change to: Certificate of Improvements:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements are installed, available and adequate to serve each lot.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Town Manager

### **Lot Frontage**

Minimum lot frontage for the Residential Districts is 50 feet. It appears that 5 of the 25 lots on the plat have less than 50' of lot frontage. Deviations such as this are permissible through the PUD process as identified in RMC §7-3-11(D), which allows for deviations to the dimensional requirements.

### **Lot Layout**

The configuration of the subdivision involves two short streets in a horse-shoe pattern. The southern-most access extends beyond the municipal and urban growth boundary, which are contiguous in this location, but no residential development occurs beyond either boundary. The inclusion of open space in the middle of the subdivision is beneficial to provide for wildlife passage and access to the river as well as some natural water filtration. The open space (Tract B) constitutes less than half of an acre, but effectively breaks up the subdivision into two distinct areas.

### **100-Year Flood Plain**

The 100-year flood plain is not shown on the map and needs to be added to the Final Plat map. Staff understands the currently available FEMA flood plain is outdated and not accurate at this time, although there are some efforts at the state level to have this updated. Prior to any Final Plat submittal, the 100-year flood plain will need to be accurately surveyed and indicated on the Final PUD Plat Map. In the interim, the Applicant has submitted a survey of the high-water mark completed by Del-Mont and dated 01/09/2018, which shows the high-water mark and the 25' (blue) and 75' (yellow) setback lines. The 100-year flood plain will likely extend into the subject properties more than the high-water mark, or at least be contiguous with the high-water mark as shown.



A few of the applicable provisions of the Municipal Code for the 100-year flood plain and river are:

RMC 7-4-5(A)(1)(b) and 7-4-5(A)(2)(e)(4), a sketch plan submittal requires: *showing the relationship of development to topography, soils, drainage, flooding, potential natural hazard areas and other physical characteristics; and Site problems, poor drainage, flood plain, wetlands or natural and geologic hazards.*

RMC 7-4-1(C)(6), puts forth the purpose of the subdivision regulations, includes: *To encourage development which limits hazards due to erosion, flood, soil conditions, and excessive slopes.*

RMC 7-4-7(H) Design Standards for subdivisions require: *Where water courses or ditches traverse the subdivision, lots and improvements shall be designed and provided to protect against flooding in accordance with the Town's Flood Plain Regulations.*

### **10' Utility Easement/ Slope Easements/ Other lines and contours**

The lines/contours on the map in the river corridor will need updated with the flood plain survey for final plat, or removed.

On page 2 of the map, there are 3 slope easements called out as Slope Easement A, B and C, which are offsite and outside of the Town boundary. Note 6 states these are to be maintained by RRD, LLC, which is a signatory to the plat map under the Dedication Certificate; however, having a separate entity be responsible for the maintenance of slope easements that impact the Preserve PUD Owners is almost certainly going to be problematic in the future. The Applicant will want to think this through and memorialize on this plat map some certain arrangement for these slope easements to be maintained.

Also on page 2, there is a 10' Utility Easement/Slope Easement labeled as "A", in the easement legend at the top left corner of the page. In the Certificate of Dedication and plat notes on page 1, the utility easements are dedicated to the town and the slope easements are being retained by Ridgway River Development LLC. This 10' Utility Easement/Slope Easement labeled as "A" needs some clarity on the plat as to who is responsible for it, and if it really needs to be a slope easement. For example, the Easement "A" shown along both sides of Heron Court and Preserve Drive are likely only utility easements and not slope easements. This is confusing as currently shown.

Also, the easements along the east side of the parcels do not appear to be called out on the plat map page 2. If it is intended to be a 10' utility easement along the east aspect, that needs clearly indicated. Same comment for the shared property lines. Some of the lines are called out as "F" drainage easements, and some are not. All need labelled if it is not clear what the lines represent.

There appears to be a north /south line across Lots 1 and 11 and Tract B that runs fairly straight and does not appear to be a contour line. It is east of CR 23 and is not clearly defined on the map. What is this line?

Please move the text on OS Tract B slightly. It is on top of the elevation text.

### **Recreation Path and Ditch Easement**

Tracts C, D, E and F along CR 23 are identified on the plat as a "recreation path". Staff would recommend an all-encompassing general utility and trail easement for this area. As such, it may be recorded as a recreation, landscape, bike path, utility easement to the extent applicable from the north boundary of the subdivision through the south leg of Preserve Drive. There are some utilities in this easement area.

Staff recommends a 10' wide recreation path/ trail easement along the north boundary of the PUD property, along Lot 20 where the deed-restricted units are planned, that will connect the recreation path along CR 23 into the Liddell Street right-of-way. There is already part of the CR 23 rec path, part of a 20' irrigation easement, and an 8' or 10' setback or utility easement in this location (it is not clearly indicated), which would make this a de-minimus modification on the proposed plat map. This easement should be dedicated to the Town, and will not require construction of a trail in this location by the developer.

### Plat Notes

Staff recommends adding/ modifying the following plat notes. Since 2006, the Town has standardized these notes to simplify efforts by developers and surveyors. These need to be added or modified for the final plat, and should be confirmed with staff at that time:

1. Note 2 references a Slope Easement D that does not appear to be on the plat map. This needs to be shown on the map as a slope easement or removed from this note if it does not exist.
2. Note 4 requires a Geotech study to be performed on all lots prior to issuance of a building permit, referencing the Geotech study completed for this subdivision. Staff recommends a reference to Section 4 as well, which addresses seasonally fluctuating ground water elevations. Specifically of note in the Geotechnical report are: groundwater levels, radon mitigation, settlement potential and surface voids on each lot, flooding from the river and deeply incised drainages but flooding potential was not included in the report, expansive soils, site and structure specific evaluation of each building site. Staff can provide language for this note.
3. Note 5 on gravity sewer may need updated if the cut and fill work changed any of the topography of lots substantially enough to allow for gravity sewer.
4. Staff and the Owner have been discussing an appropriate setback from the high-water mark. A setback that achieves the needed buffer to the river while providing for sufficient development of the parcels along the river is desired. Staff understands the Owner is working on a survey of the lots to inform setbacks that may be variable from lot to lot. At this time, Staff is proposing a minimum 10' setback from the high-water mark based on the 01/09/2018 Del-Mont survey map. Because the high-water mark is variable year to year (it moves on the ground). Staff recommends adding the following plat note for the definition of high-water mark and indication of 10' setback as follows: *All lots have an 8' rear setback from the property line abutting the Uncompahgre River (Lots: 1, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20). In addition, there is a 10' setback from the high-water mark for these same lots. Whichever setback is greater applies. The high-water mark line shown on this plat map was surveyed on \_\_\_\_\_, \_\_\_\_\_. An updated survey of the high-water mark is required with any building permit submittal received at Ridgway Town Hall 2 years past this survey date. HIGH-WATER MARK is defined as follows: The boundary dividing a river bed from a river bank and defined as the line on the bank up to which the presence and action of water are so usual and long-conditioned as to impress on the bed a character distinct from that of the bank with respect to the nature of the ground surface, soil and vegetation.*
5. No lots will have driveways accessing CR 23, and all driveways for all lots will access either Heron Court or Preserve Drive. Driveways must access a minimum of 25 feet from the east end of the curb return on County Road 23. Lot 20 will not have more than a 24 feet curb cut. Driveways of the lots abutting CR 23 where Heron Court & Preserve Drive intersect CR 23 shall be located on

the east side of lot. Multi-family lots shall have one access point into the lot. Lot 12 shall be restricted to a single car driveway at 12' wide.

6. The street sections for Heron and Preserve show the following from east to west: 5' sidewalk, 4.5' space, 3' valley pan, two 12' drive lanes, 3' valley pan, and 12.75' to the edge of the west ROW. Parking on the ROW in the 12.75 should be accommodated as there will be no space for guest parking unless it is otherwise accommodated on each of the lots. Parking is not allowed on CR 23.
7. Pursuant to RMC 7-4-7(J)(4)(b) the following plat note shall be added:

*Natural Hazards and Mitigation:*

*The property platted hereon is in an area of steep slopes and may be subject to various natural hazards, including, but not necessarily limited to: landslides, rock fall, mud and debris flow, unstable or potentially unstable slopes, subsidence and expansive soil and rocks as identified and discussed in a report prepared for the subdivider by the \_\_\_\_\_ dated \_\_\_\_\_.*

*The Subdivider has provided the following mitigation or protective structures to mitigate such hazards: (1) \_\_\_\_\_ designed by \_\_\_\_\_, and constructed on the designated open space/common element, and 2) A \_\_\_\_\_ drainage channel, intended to mitigate mud and debris flows, designed by \_\_\_\_\_, and constructed in part on the drainage easement shown hereon, and (3) No development is allowed on the designated open space. The Town of Ridgway expresses no opinion on the adequacy of such mitigation.*

*Additional mitigation shall be required consistent with the above referenced report in the form of design considerations and engineered foundations for any structures to be constructed on the lots at the time of a building or site development permit.*

*The Town of Ridgway disclaims any responsibility or liability for damage or injury occurring as a result of such hazards or other acts of God. The owners of the lots and units platted hereon shall hold harmless, release, and defend and indemnify the Town of Ridgway, its officers and employees from and on account of any claim made or adjudged against them arising out of events related to natural hazards.*

*It shall be the joint and several responsibilities of the lot and unit owners platted hereon, to properly maintain such structures as designed. In the event of their failure to do so, the Town may cause such maintenance and repair and assess its costs to the lots and units platted hereon. Such assessment shall be a lien against said lots and units platted hereon, which may be collected in any lawful manner by the Town including certification as delinquent charges to the Ouray County Treasurer to be collected similarly as taxes against the lots and units platted hereon.*

8. Related to Plat Note 8 but separate and not included here, is the use of the proposed roadway (Preserve Drive) south of Town and the Urban Growth Boundary. The Applicant has submitted a separate document entitled "General Road and Utility Easement Agreement", which means the plat map needs another note that references this separate Easement Agreement and associated reception number for recording, date of recording etc. The proposed agreement from the

Applicant appears to contemplate this document will be signed and recorded with final plat. Staff suggests the easement be secured sooner than later to insure the roadway can be used as intended with this preliminary plat and proposed utility plan. At this time, there is no guarantee that the road will be accessible or usable by the current development for vehicles or utilities, although the configuration and utilities layout for the PUD assumes the road will be usable for these purposes. If access is not granted in the future, the Owner will certainly approach the town for an approval of a dead-end street, which was denied by the Town with an earlier proposed plan for the development. Not resolving this now will potentially create challenges and conflict in the future for the Town and the Developer. Also included in this Easement Agreement needs to be the use of property for the extension of the recreation path south of Town through Preserve Drive where it access CR 23.

9. Pursuant to RMC 3-4-1(D), this plat note needs added: *The maximum number of dwelling units allowed is as follows: 33 units (Note: 33 units if Lot 19 is a duplex unit, if not, 32 units are the maximum; also page 2 of the plat map with the total number of units need updated if it is 33 units). Each lot is limited to one principal dwelling unit for which applicable excise tax has been paid, except for the 4 deed-restricted housing units for which the excise tax has been waived by the Town. In addition, each lot may have an "accessory dwelling unit" if compliant with Town code provisions as in effect from time to time, for which no excise tax has been paid".* Note: The Commission and Council will need to determine if Accessory Dwelling Units are an allowed use within this subdivision.
10. Add a plat note for Owner's Covenants. Applicant will need to verify that all covenants, including all covenants in the title report, are on the plat map: *The property platted herein, other than streets or other tracts dedicated to the Town, is subject to the (insert exact title of the applicable document) as recorded in the Ouray County Records at Reception No.\_\_\_\_\_.*
11. Add a plat note referencing prior easements and verify that all prior easements are shown on the plat map. Applicant will need to verify that all easements, including all easements in the title report, are on the plat map. Inclusive in this will need to be the easement from RRD LLC to use Preserve Drive south of the Town Boundary and Urban Growth Boundary and connecting into CR 23: *The property platted hereon is subject to the prior easements as shown hereon.*
12. Add a plat note on the Irrigation Easements:

*The irrigation easement(s) shown hereon shall be owned and maintained [by the owners of the lots encumbered by the easement, jointly and severally] [by an owners' association, or until such time as an owners' association is lawfully formed for such purposes, by the owners of all lots encumbered by the easement, jointly and severally] and shall not be impeded or altered in any way so as to impact the historic delivery of water, unless otherwise agreed by all owners of interest in said easements or any water rights associated therewith. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owner(s), and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.*

13. For properties sharing driveways, the following Driveway Maintenance Plat Note is needed:

*Any driveways owned by: 1) the owners' association, if any, or 2) jointly held by the owners of more than one division of real property located in The Preserve PUD, or 3) subject to a reciprocal driveway use or access agreement or plat note, shall be jointly responsible for the maintenance of said driveways, unless said maintenance responsibilities are addressed by this subdivision's Covenants Conditions and Restrictions, if any, filed with the Ouray County Clerk and Recorder's Office for the County of Ouray, Colorado, in which case said driveway maintenance shall be as set forth in said Covenants Conditions and Restrictions. This provision shall run with the land in The Preserve PUD, and shall be a benefit and a burden to the owners of all lots final platted thereon, and shall be applicable to said owners, their successors, heirs, and assigns, and all parties claiming by through or under them.*

14. Add the following plat note for Common elements, Duplexes and Multi-unit parcels.

*a. The unit owners shall be individually and severally responsible for the maintenance and repair of all Common Elements, except any Limited Common Elements, which shall be subject to the maintenance and repair obligations of the respective unit.*

*b. The units depicted on this plat sharing a single lot shall have uniform exterior appearance. Future improvements, modifications and repair to the units' exteriors shall be done in accordance with any applicable covenants and regulations of the owners' association, and performed in such a manner as to ensure uniformity and compatibility of the exterior of the units.*

*c. Easements are reserved on, over, and under the Common Elements and the units as shown on the Plat, for construction, maintenance and repair of public utilities.*

15. Add the following plat note for the right to build between 10' – 75' of the high water mark. This note may need updated at the final plat to insure

*Pursuant to:*

- Completion of the terms of an approved Army Corps of Engineers (ACOE) 404 permit and final approval from the ACOE on work completed under that permit including wetlands mitigation and bank stabilization;*
- Submittal of a geotechnical study dated \_\_\_\_\_ (needs to be current) for the Preserve PUD;*
- Completion of storm water analysis and stormwater improvements for the Preserve PUD;*
- and*
- Completion of other related infrastructure under the prior approval on August 16, 2006 for the Preserve PUD;*

*The construction of residential units as described on this Preserve PUD plat map that meet the described setback from the high-water mark shall be a use-by-right, regardless of future zoning amendments for properties within this Preserve PUD in the Town of Ridgway that may require development in this zone to be a conditional use, and any future required ecological characterization studies otherwise needed in this 75' setback area shall not be required for properties within this Preserve PUD as approved and described on this plat map.*

Staff recommends adding/modifying the Certificate of Ownership and Dedication:

1. The Manager for RRD is shown as Rahn Zaccari, and needs updated;
2. Dedication certificate dedicates irrigation lines and ditches to the Town but these instead need to be dedicated to the Owner's Association or other entity in a plat note (maybe added to Note 3) as the Town does not maintain private irrigation systems;
3. Add dedication of sewer lift station to the Town of Ridgway, on a parcel large enough to allow excavation to the bottom of the wet well;
4. Add dedication of 10' rec path/ trail easement along north boundary of Lot 20 to the Town of Ridgway;

### **Plat Map Date**

When these updates are made to the plat map, the date on the map also needs updated.

### **Affordable Housing Notes**

Staff would like to work with the Applicant on improved language for this dedication of affordable housing. Some of the proposed notes appear onerous for the Town and the Applicant.

\* \* \* \* \*

## **ENGINEERING AND SITE DESIGN**

### **Wetlands Delineation and Material Availability**

The Applicant has completed at least some of the work permitted in the Army Corps of Engineers (ACOE) 2007-2008 permit for bank stabilization and wetlands mitigation. A completion and final approval by the ACOE is needed at this time. The Applicant has indicated that the ACOE permit was never finished and finalized so they don't have a completion letter, and they are making contact to find out where the permit stands and whether it is still active or if it expired. This needs resolution.

With the Preliminary Plat submittal in 2006, there was discussion regarding donation of the river bottom to the Town, with the caveat that there would need to be secured funding to accommodate maintenance of the river restoration for a number of years. The Town Staff was very hesitant at that time to consider any donation of the river corridor in this location because of the severity of impact from nearby gravel mining and the significant costs associated with restoration. There were no decisions or property dedications at that time for the Town to play a lead role in such an endeavor. While some of the riverway has encroached into this Preserve PUD property with some property lines inside the river, much of the river remains in the unincorporated area of Ouray County, outside the Town boundary. Staff does not recommend any Town ownership of the river in this location at this time.

### **Right-of-Way**

During the previous approvals, it was agreed that a 60' right-of-way with 10' easements and setbacks on each side (alleviating the 15' required setback for buildings) would be acceptable for Heron Court and Preserve Drive. This alternative was selected over the 50' right-of-way with 15' easements on each side. The PUD process, as detailed in RMC §7-3-11(D), allows for this deviation to the dimensional requirements.

### Access Easement to County Road 23 and Road/Utility/Recreation Trail Easement

As stated earlier in this report for plat notes 8 and 9, the Developer will need to secure an access easement for Preserve Drive/ CR 23 from Ouray County. In addition, an access, utility and recreation path easement is needed across the northern aspect of Ridgway River Development, LLC property (where Preserve Drive extends south beyond the PUD and the Town boundary and into unincorporated Ouray County). Staff understands that Ridgway River Development, LLC owns this property so this should not be difficult, but does need formalized with the appropriate written approvals. This access should be secured now to ensure a reconfiguration of the development will not be required if this access is denied.



### Recreation Path

During the previous hearings for this subdivision, the Applicant indicated they intended to complete a crushed gravel surface instead of concrete. The discussion evolved into a possible extension of the time period during which a concrete sidewalk would be constructed and the establishment of a special improvement district to fund the project.

Staff understands that this recreation path was to be hard surfaced, at least at the time of connection to recreation path to the north or to the Athletic Park. The staff recommendation is to have the path constructed and hard surfaced at this time, prior to approval of any final plat. The sidewalks internal to the subdivision are planned to be concrete and having this section along CR 23 as a gravel walk will be burdensome and require more maintenance. Note 3 on the plat currently excludes this concrete recreation path from the purview of the Homeowner's Association for maintenance. Does this mean the Homeowners Association will maintain any gravel path until such time the concrete is completed? This is not clear and will need to state any gravel path will be the maintenance obligation of the Homeowner's Association. An alternative to concrete, but less preferable one, would be to have it roughed in, and hard surfaced at the time of direct, abutting connection of a concrete path to the north or south, which will necessitate an improvement district, with the costs passed on to the respective lot owners. It seems that some connection is already at hand, however, with the path that now exists within the Athletic Park, which could justify having the path completed and surfaced as a subdivision improvement. More discussion should occur on this particular matter. If any costs are passed on to future owners, the deed-restricted property owners need to be exempted from participating in these costs.

### Landscape Plan

A landscape plan is submitted and included a 12' landscape area just east of the recreation path along CR 23, with a 1" irrigation tap using untreated water, and "trees and shrubs in landscape area by owner". The Annexation Agreement requires the use of non-potable water for the irrigation of this property, which is accessible from the Town's Athletic Park. Staff suggest agreement on a number of trees and shrubs as well as species, and memorializing that on the engineering plans, page 9.

### **Gravity Sewer, Lift Station and CDPHE Permit**

With the original submittal and approval in 2006, only the second floor of the houses along the river corridor will be able to gravity to the sewer. Plat note 5 is intended to put buyers on notice of the potential need for individual privately-owner lift stations. At this time, and in follow up to the cut and fill work that was previously employed, it will be helpful to affirm that this is still correct. A revised topo of the lots showing any completed cut and fill work will be helpful to understand the current topography. This does not need to be on the preliminary plat map but a supplement to the engineered drawings as the development moves past preliminary plat.

Tract G is listed as the lift station site at the southern end of the property. Staff would recommend that this tract be dedicated to the Town if the Town is going to accept, own and maintain the station. In this case, this dedication will need to be included in the dedication language on the plat. Another concern regarding this site is the size of the parcel and if it is large enough at 1768 square feet to excavate to the bottom of the wet well and easily access equipment for maintenance and replacement.

The engineering files reveal the Town working with the Development Team on the site application to CDPHE for the lift station in 2008 - 2009, inclusive of posting the property and the Town agreeing to own and operate the lift station. In 2009 there is documentation that CDPHE did not approve the application due to setbacks and nuisance issues and that the town preferred moving the station than them including odor control. The Town Engineer's records from December 9, 2008, state the following:

*Larry Reschke notified us that CDPHE determined that the lift station proposed for the Preserve does not meet the separation requirements in WQSA #7. He requested input from the Town about odor control options. I am looking into some of the options he suggested as well as a couple of other options, but I think it would be good to first explore if there is a practical way to achieve the recommended separation.*

As noted above, it looks like the Town asked the Developer to move the station farther south rather than add odor control to meet the CDPHE setback requirements. The farther the lift station can be from the residents, the better that is likely to be for all parties. Although the lift station was conditionally approved by the Town in 2008, the conditions were not met and it appears that the permit was denied by CDPHE. With this, staff recommends that the Developer's engineer review their plans, specifications, and calculations and then resubmit for Town review. The site will need to be posted again and a new site application prepared, signatures obtained and once the Town and other required parties have approved the documents, they need to be submitted to CDPHE for their review and consideration.

### **Utilities**

As built utility drawings were submitted for review on February 15, 2018, including the installed storm water and groundwater management systems. The Town Engineer has some clarifying questions that should be addressed and recorded at this time to insure these are as complete and accurate as possible.

Estimated water and sewer consumption as required under RMC 7-4-5(B)(6)(i) is not present. Earlier in this report, staff puts forth the estimates presented for sketch plan review in 2006. The Applicant should confirm these figures remain correct at 10,500 gal/day for each, plus 7480 gal/day for summer irrigation.

### **Individual Lot Access**

It is prudent to restrict the number of driveways for the lots with multiple units so each lot has one curb-cut and one driveway off of Heron Court accessing all of the units. Additionally, in order to mitigate potential



visual impairment at the intersection of County Road 23, it may be a good idea to identify setbacks from this intersection for the affected driveways (Lots 1, 2, 11, 20, 21, 25). This is proposed in the plat note section of this report.

### **Cut & Fill and Setback from Uncompahgre River**

This PUD and ACOE permit included a significant amount of cut and fill. The developer stated in the previous sketch plan review that much of the fill material would be imported from across the river. It is unclear at this time if all the cut and fill work that was approved in the ACOE 404 permit is completed. The topography and drainage for this property is challenging.

A site visit in January 2018 revealed bank erosion along the Uncompahgre River with some undercutting of the bank and with some of the property lines being beyond the bank and in the river way, specifically at the south aspect of the PUD (see photo at end of report). For purposes of health, safety and welfare, as well as compliance with the Town's Master Plan and 2011 Land Use Element to protect the river corridor, which is being considered now with the development of a River Overlay District, Staff recommends a setback from the high-water mark on these properties along the river, where no building will occur. This is included in the plat note section of this report.

### **Geotechnical Report**

Applicant has resubmitted the geotechnical report from 2006. On February 19, 2018 staff contacted Dennis Lambert, the owner of the firm that authored the geotechnical report. Mr. Lambert indicated that the reports become "stale" over time and in particular if there were changes to the site such as cut and fill, utility installations, road construction, etc. the 2006 report will not be current. He did indicate that they could do a supplement or update to the report and may not need to generate a completely new report, and it would be a minimum of 8 weeks before they could have such work completed, at this time. They will want to talk with the development team about the work completed since the completion of the report in 2006.

### **Drainage (groundwater and storm water)**

The developer installed some onsite and offsite drainage infrastructure to facilitate de-watering of the property including management of ground water, which is problematic for this property. In the Utech notes provided by the developer for this submittal, it appears that not all of the drains were installed, as a field decision. The as-builts show some monitoring wells were installed. It may be helpful to review the monitoring well data before finalizing this work. This system will need finally inspected and approved by the Town when completed and prior to final plat consideration, and any final adjustments incorporated. In addition, the engineering files for the subdivision indicate Lambert was to inspect some of the installation of the drains and provide a letter that they were constructed in accordance with the recommendations in the geotechnical report. This inspection and letter need to be provided to the Town. The previously approved drainage and storm water calculations from October 2008, need to be included with this submittal.

### **Roads and Streetlights**

In addition to paving Heron Court and Preserve Drive, the Applicant agreed to provide hard-surfacing of roads within the subdivision and roads that access the subdivision (Chipeta Drive from Lena Street to CR 23 and CR 23 from Chipeta Drive through the southernmost access point of Preserve Drive). It was agreed that 3" of asphalt would be the minimum. While that may have been appropriate if completed in the 2006 – 2010 time frame, and likely remains appropriate for Chipeta Drive, 4" may be needed if County Road 23 is not paved in the somewhat near term.

The engineering plans show 2 street lights at the north intersections of Heron Court and Preserve Drive where they intersect CR 23, as these are primary roadway intersections as well as the intersections of the pedestrian pathway along CR 23. Staff recommends 2 additional streetlights for each of the south intersections at CR 23.

#### **SMPA Powerline**

The power line crossing Lots 10 and 4 appears to seriously restrict the development potential of Lot 4 and somewhat on Lot 10. From the title report, this appears to now be an underground easement recorded in Ouray County records on at Reception No. 207582 on 06/07/2012. The engineering plans include a note that the power is to be relocated and the existing easement vacated prior to final plat. The Applicant should confirm the plans for this easement at this time, affirm any relinquishment or relocation of the easement, and reflect that accurately on the final plat map.

\* \* \* \* \*

#### **OTHER SUBMITTAL REQUIREMENTS**

##### **Home Owners Association documents**

The Applicant has submitted for review the HOA CC&Rs, declarations and bylaws. Additionally, any common elements will need to be delineated on the plat map. The Town Attorney has reviewed these documents and has minor edits to provide to the Applicant.

\* \* \* \* \*

#### **ANNEXATION AGREEMENT**

There are a number of terms in the 2006 Annexation Agreement (*Agreement and Declaration of Covenants recorded at Reception Number 191629 on May 25, 2006*) that need follow up and follow through, abbreviated as follows:

1. Storm water drainage system;
2. Looped Town water main with specifications;
3. Extension of Town sewer system;
4. Paved town streets with curb, gutter, sidewalk;
5. Extension of the Town's untreated water system for irrigation;
6. Street lights, stop signs etc.
7. Connecting recreation path to the Ridgway Athletic Park and construction of Uncompahgre Riverway Trail;
8. Extension of all utilities for current and future development;
9. Hard-surfacing of CR 23 and Chipeta;
10. Escrowed funds required for sewer system upgrades needed to handle the sewage generated from the development – this was required upon commencement of construction of the infrastructure;
11. No more than 50 residential units;
12. Minimum 10% affordable housing units to be developed by Declarant;
13. Good faith discussions with the Town related to the Town's partial acquisition of Dallas Ditch irrigation water owned by Declarant.

## STAFF RECOMMENDATION

There are a number of items required by the Town that have not been received or completed with this submittal, and that are identified in this report. While there remains a significant amount of work, staff is recommending approval of this preliminary plat submittal, with a number of conditions required to be met after any approval of the Town Council for this preliminary plat, and some to be met before any preliminary plat public hearing with the Town Council. Many of the plat map related changes are needed for the final plat, and much of the missing or deficient information may be resolved at the administrative and engineering level. Only a few items are needed for the Town Council deliberation and decision. In addition, some of the infrastructure work is already completed, which defines some of the extent and design of the final subdivision plat map. Staff recommends any preliminary plat approval have the following conditions, many of which are conditions from the 2006 preliminary plat approval:

1. Approval of deviation for front yard setback on each lot to be 10' as opposed to the required 15' identified in RMC §7-3-10;
2. Approval of lot frontage deviations to be less than the 50' required by RMC §7-3-10, but not less than 35' as defined on the preliminary plat, as provided for in RMC 7-3-11(D)(1);
3. Approval of increased residential densities pursuant to RMC 7-3-11(D)(2) considering the significant public benefit through the dedication of deed-restricted affordable housing and the off-site public infrastructure improvements through the paving of CR 23 and Chipeta Drive;
4. Approval of deviations to dimensional requirements for roadway width and front setbacks as provided for in RMC 7-3-11(D)(1);
5. Identify a location for the bus stop on the engineering plans in conformance with School District requirements;
6. Specifications and design calculations for the lift station, approved by the Town Engineer;
7. A site application for the lift station approved by the Town Engineer and CDPHE and a final permit issued by CDPHE. This permit should be one of the first components to be completed with this development before re-starting any work as the site may need to be moved if the required mitigation cannot be met;
8. Add 2 streetlights to engineering plans where the south legs of Heron Court and Preserve Drive intersect CR 23;
9. Completion of the recreation path along CR 23 as concrete sidewalk. If the Commission and Council do not require sidewalk, then the path needs to include, at a minimum, prepared base with crushed gravel 8-foot wide with hard surfacing required when there is continuity for the Uncompahgre Riverway through an Improvement District, and the Homeowner's Association needs to assume the maintenance and repair work. An engineering plan should detail what will be built now and what will be covered by the District with the recreation path continuing to the southernmost road. The District creation will need to be a plat note on the plat map providing for such creation. If any costs are passed on to future owners, the deed-restricted property owners need to be exempted from participating in these costs.

10. The south end of Preserve Drive (outside of the town boundary) requires access approval from the County as it is their jurisdiction (certificate on plat map as indicated in this report) as well as an access/utility easement from the property owner (Ridgway River Development LLC). This road section of Preserve Drive from the Town boundary to CR 23 will need to be dedicated to the Town, as well as dedication of the continuation of the recreational path along CR 23 to continue to the south road. Staff recommends securing written approval from both the BOCC and RRD LLC at this time and prior to final plat filing.
11. Related to Completion of requested edits to the General Road and Utility Easement Agreement, inclusive of a dedication of a recreation path easement to continue along CR 23 through Preserve Drive. Staff recommends securing this easement agreement soon, and before Final Plat.
12. Completion of 3-inch asphalt road on Chipeta Drive from Lena Street to County Road 23, then on County Road 23 to the south access on the south loop of the subdivision. Approval needs to be obtained from the County to pave County Road 23 to where the south end of Preserve Drive connects with County Road 23. Option to consider: Asphalt on CR 23 be 4" thick minimum, if not paved by \_\_\_\_\_.
13. Sidewalks on Herron and Preserve Streets shall be constructed only on the east side of the street.
14. SMPA Powerline easement resolution and any correction made on plat map: undergrounding of three phase powerline for San Miguel Power Association shall run through the Preserve PUD property heading south. Formal abandonment of that easement will be needed for any reasonable construction envelope on Lot 4.
15. Determination by Town Council, with any recommendation from the Planning Commission, to waive excise taxes on 4 deed-restricted affordable housing units;
16. Determination by Council, with any recommendation from the Planning Commission, on whether or not Accessory Dwelling Units are allowed on the lots in the subdivision, with update to the affected plat note(s);
17. Revised topo map showing completed cut and fill work and any updated gravity sewer options for lots along the east side of the development;
18. An updated geotechnical report, supplement to the report, or other documentation from a geologist or a licensed qualified engineer describing current soils conditions as required by RMC 7-4-5(B)(6)(g), and including a letter from Lambert (the author of the original 2006 geotechnical study) indicating drain lines were installed according to plan;
19. Certificate of Ownership and Dedication and other Plat Certificates: revised and/or added as indicated in this report;
20. Plat Notes: revised and /or added as indicated in this report, including but not limited to:
  - a. Updating notes 4 and 5: Geotech Study References and Gravity Sewer
  - b. Addition of a definition for high water mark and a 10' setback from the high water mark
  - c. Addition on note regarding completion of improvements and construction within 75' of the high-water mark and ecological survey exemption

- d. Driveway access note
  - e. On street parking
  - f. Natural Hazards and Mitigation
  - g. Excise tax and number of residential units
  - h. Reference to prior easements and including the proposed General Road and Utility Easement Agreement
  - i. Note referencing all covenants and associations
  - j. Irrigation Easement Note
  - k. Shared Driveways Note
  - l. Clarification on Slope Easements A, B and C located in unincorporated Ouray County and the ownership and maintenance therefor, and reconciliation of Slope Easement D on pages 1 and 2 of the plat map
  - m. Common Elements, duplexes and multi-unit parcels
  - n. Others plat note updates/additions referenced in this report
21. Letter of completion of work from the Army Corps of Engineers (ACOE) for completion of 404 permit as required by the ACOE, or other ACOE closure of the permit and work;
  22. Clarification on Lot 19 as a duplex lot instead of “1 unit” shown on the submitted plat map (*this was a condition of approval from the prior approval and will make for 33 units total*);
  23. Recreation path easement 10’ wide along the north boundary of Lot 20 dedicated to the Town of Ridgway;
  24. Agreement on a number of trees and shrubs as well as species, and memorializing this on the engineering plans;
  25. Revisions to the Bylaws, CCRs as recommended by the Town Attorney;
  26. Satisfactory completion of terms and requirements of annexation agreement “Agreement and Declaration of Covenants” recorded at Reception No. 191629 on May 25, 2006, and including but not limited to good-faith negotiations on Dallas Ditch irrigation water rights as described in this Agreement; and
  27. Estimated costs of construction and financing of infrastructure and utilities, and Developer and Town meet prior to any restart of the work and establish a re-start construction plan, scope of work to be completed and tested, and an inspection schedule.

The following conditions to be completed before any preliminary plat public hearing with the Town Council:

28. Confirm water and sewer usage figures;
29. Resolution on Affordable Housing notes to propose to Town Council; and
30. Incorporate into the subdivision approval file:
  - a. Final drainage and storm water calculations – approved on 10/2008;
  - b. Final hydraulic calculations – approved on 4/9/2008;
  - c. Final cut and fill calculations – Town does not have these on file, needed from Applicant;

Uncompahgre  
River



Preserve PUD  
property



Posted Notice for Planning Commission Hearing on Feb 27, 2018





2<sup>nd</sup> Posted Notice for Planning Commission Hearing on Feb 27, 2018



Site visit: East of Preserve Drive where the lot lines surpass the bank and enter into the river corridor

## **EXHIBIT A: Town Council Preliminary Plat Approval Conditions from August 16, 2006**

The conditions placed upon this approval are as follows:

1. Approval of the deviation for front yard setback on each lot to be 10 foot as opposed to the required 15 foot identified in R.M.C.§7-3-10, but not less than 37 feet as defined by Preliminary Plat.
2. Approval of lot frontage deviations to be less than the 50 feet required by R.M.C.§7-3-10.
3. A completed geotechnical report reviewed and approved by the Town Engineer.
4. Drainage and storm water calculations submitted to approved by the Town Engineer.
5. Hydraulic calculations submitted to and approved by the Town Engineer.
6. Cut and fill calculations submitted to and approved by the Town Engineer.
7. A site application for the lift station approved by the Town and Colorado Department of Public Health and Environment.
8. Acceptable specifications and design calculations for the lift station.
9. Dedication of the lift station to the Town of Ridgway.
10. Continued cooperation with the Army Corps of Engineers (ACOE) and appropriate wetlands mitigations as identified by the ACOE including an approved 404 Permit.
11. Completion of the recreation path to include prepared base with crushed gravel 8 foot wide with hard surfacing required when there is continuity for the Uncompahgre Riverway through a Special Improvement District (SID). An engineering plan should detail what will be built now and what will be covered by the SID with the recreation path continuing to the southernmost road.
12. Resolution of the gravity sewer, specifically for the east side of the north loop of the subdivision. The plat will include language stating anything below street grade will not gravity serve on the sewer service.
13. Dedication of Tract G to the Town, to provide a large enough tract for the lift station.
14. The south end of Preserve Drive will require access approval from the County as it is their jurisdiction. This roadway from the Town boundary to the south service road will then be dedicated to the Town. The recreational path will also continue to the south road.
15. 3 inch asphalt road on Chipeta Drive from Lena Street to County Road 23, then on County Road 23 to the south access on the south loop of the subdivision. Approval needs to be obtained from the County to pave County Road 23 to where the south end of Preserve Drive connects with County Road 23.
16. Lot frontage on Lots 11-19 (the east side of Heron Court) be adjusted to provide lot sizes with a minimum frontage of 37 feet to accommodate separate driveways.



17. Lot 19 will be a duplex lot.

18. Lots 11, 20, 21 and 25 and Lot 1 on Preserve Drive cannot have the driveways accessing onto County Road 23. Driveways must access a minimum of 25 feet from the east end of the curb return on County Road 23. Lot 20 will not have more than a 24 feet curb cut.

19. Review and approval by the Town Attorney.

20. Dedication of Parcels C, D, E and F, containing recreation paths, to the Town.

21. Plat Notes shall contain the geo-technical study.

22. Sidewalks on Herron and Preserve Streets shall be constructed only on the east side of the street.

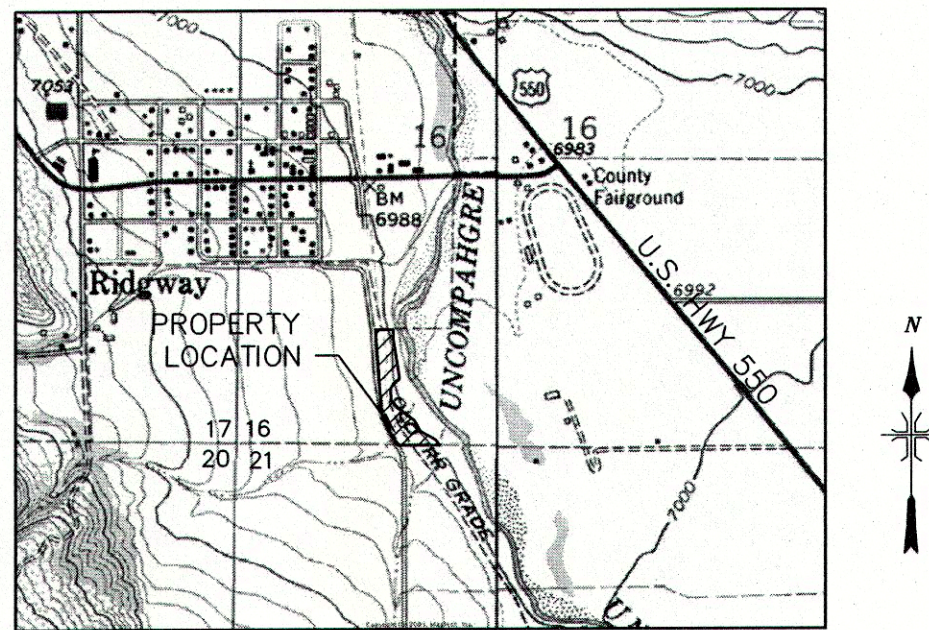
23. All recreation paths on the west side of the subdivision shall be hard surfaced.

24. Under grounding of three phase line for San Miguel Power Association shall run through the property heading south.



# THE PRESERVE P.U.D.

LOCATED IN THE SW ¼ SECTION 16 TOWNSHIP 45 NORTH,  
RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN  
TOWN OF RIDGWAY, OURAY COUNTY, STATE OF COLORADO  
PRELIMINARY PLAT



VICINITY MAP TAKEN FROM U.S.G.S. QUAD MAP  
'RIDGWAY' AND 'DALLAS'.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 85°20'15" W	27.94'
L2	N 85°20'15" E	35.93'
L3	N 76°34'08" E	40.98'
L4	S 88°53'44" E	143.99'
L5	N 76°34'08" E	20.01'
L6	N 76°34'08" E	20.61'
L7	N 76°34'08" E	20.01'
L8	N 76°34'08" E	20.46'
L11	S 89°28'23" E	33.55'
L12	S 89°28'23" E	31.75'
L13	S 19°45'39" E	44.16'
L14	N 85°20'15" E	20.00'
L15	N 85°20'15" E	7.94'
L16	S 85°20'15" W	15.93'
L17	S 85°20'15" W	20.00'
L18	N 85°20'15" E	20.00'
L19	N 85°20'15" E	7.94'
L20	S 06°38'30" E	15.28'
L21	S 85°20'15" W	15.93'
L22	S 85°20'15" W	20.00'
L23	S 88°53'19" E	20.10'
L24	S 02°45'08" W	4.87'
L26	N 89°28'23" W	24.20'
L27	N 04°39'45" W	30.00'
L28	N 04°39'45" W	30.00'
L29	N 04°39'45" W	30.00'
L30	N 04°39'45" W	30.00'
L31	S 06°38'30" E	0.09'
L32	N 06°38'30" W	10.77'
L33	N 06°38'30" W	4.22'
L34	S 33°44'41" E	18.15'
L35	N 00°31'37" E	22.95'
L36	N 47°55'24" E	33.36'
L37	N 42°04'36" W	21.47'
L39	S09°29'13"E	21.96'
L40	S18°11'40"E	51.87'
L41	S07°24'44"E	24.73'
L42	S35°38'43"W	9.82'
L43	S 19°45'39" E	44.16'
L44	S 19°45'39" E	44.16'
L45	N 47°59'24" E	40.02'
L46	N 51°16'41" E	23.58'
L47	S 80°11'34" E	13.29'
L48	N40°15'22"E	13.32'
L49	S82°21'06"E	33.68'
L50	S61°59'14"E	12.20'
L51	S06°27'15"E	31.54'
L52	S35°02'38"W	6.63'
L53	S54°57'22"E	14.40'
L54	S 55°20'41" E	13.16'
L55	S 48°09'51" E	41.67'
L56	S 37°18'53" E	21.84'
L57	S 13°16'54" E	9.15'
L58	S 16°46'04" E	17.54'
L59	S 47°58'01" E	17.75'
L60	S 18°11'19" E	9.91'
L61	S 13°10'31" W	23.54'

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD LEN.	CHORD BRG
C1	88°01'15"	153.63'	100.00'	96.60'	138.96'	N 50°39'08" W
C2	91°58'45"	160.53'	100.00'	103.52'	143.84'	N 39°20'52" E
C3	83°40'13"	146.03'	100.00'	89.52'	133.40'	N 61°35'46" W
C4	22°18'57"	38.95'	100.00'	19.72'	38.70'	S 30°55'08" E
C5	20°42'45"	36.15'	100.00'	18.27'	35.95'	N 31°43'14" W
C6	112°28'07"	196.29'	100.00'	149.57'	166.26'	N 34°52'12" E
C7	11°31'05"	204.15'	1015.54'	102.42'	203.81'	S 10°49'09" E
C8	15°30'55"	325.87'	1203.42'	163.94'	324.88'	S 25°59'13" E
C9	6°49'09"	120.87'	1015.54'	60.50'	120.79'	S 08°28'11" E
C10	1°41'34"	30.00'	1015.54'	15.00'	30.00'	S 12°43'32" E
C11	1°41'34"	30.01'	1015.54'	15.00'	30.00'	S 14°25'07" E
C12	1°18'47"	23.28'	1015.54'	11.64'	23.27'	S 15°55'17" E
C13	22°18'57"	27.26'	70.00'	13.81'	27.09'	S 30°55'08" E
C14	6°41'44"	15.19'	130.00'	7.60'	15.18'	N 38°43'44" W
C15	19°14'29"	43.66'	130.00'	22.04'	43.45'	N 25°45'38" W
C16	6°16'27"	109.01'	995.54'	54.56'	108.96'	S 08°42'40" E
C17	7°05'43"	16.10'	130.00'	8.06'	16.09'	S 23°18'31" E
C18	15°13'14"	34.53'	130.00'	17.37'	34.43'	S 34°27'59" E
C19	10°25'12"	12.73'	70.00'	6.38'	12.71'	N 36°52'00" W
C21	1°15'35"	21.89'	995.54'	10.94'	21.89'	S 15°55'54" E
C22	0°19'55"	6.86'	1183.42'	3.43'	6.86'	S 18°24'34" E
C23	5°30'11"	113.67'	1183.42'	56.88'	113.62'	S 21°19'37" E
C24	6°04'54"	125.62'	1183.42'	62.87'	125.56'	S 27°07'10" E
C26	3°35'04"	74.03'	1183.42'	37.03'	74.02'	S 31°57'08" E
C27	48°51'33"	110.86'	130.00'	59.05'	107.53'	N 70°13'58" W
C33	27°43'41"	62.91'	130.00'	32.09'	62.30'	N 71°28'25" E
C35	88°01'15"	107.54'	70.00'	67.62'	97.27'	N 50°39'08" W
C36	91°58'45"	112.37'	70.00'	72.46'	100.69'	N 39°20'52" E
C37	61°25'16"	139.36'	130.00'	77.22'	132.78'	N 72°43'14" W
C38	22°14'57"	50.48'	130.00'	25.56'	50.17'	N 30°53'08" W
C40	83°40'13"	102.22'	70.00'	62.66'	93.38'	N 61°35'46" W
C41	15°30'04"	320.17'	1183.42'	161.07'	319.19'	S 25°59'38" E
C42	91°58'45"	208.69'	130.00'	134.57'	187.00'	N 39°20'52" E
C43	88°01'15"	199.71'	130.00'	125.59'	180.65'	N 50°39'08" W
C44	0°30'36"	8.86'	995.54'	4.43'	8.86'	S 05°19'09" E
C45	22°18'57"	50.63'	130.00'	25.64'	50.31'	S 30°55'08" E
C46	25°56'13"	58.85'	130.00'	29.94'	58.35'	N 29°06'30" W
C47	21°51'20"	49.59'	130.00'	25.10'	49.29'	N 34°52'32" W
C48	17°18'21"	39.27'	130.00'	19.78'	39.12'	N 15°17'41" W
C49	20°10'39"	45.78'	130.00'	23.13'	45.55'	N 03°26'49" E
C50	22°02'13"	50.00'	130.00'	25.31'	49.69'	N 24°33'15" E
C51	22°02'13"	50.00'	130.00'	25.31'	49.69'	N 46°35'28" E

## Town of Ridgway Standard Plat Notes

- All Outdoor lighting fixtures to comply with Town regulations.
- If maintenance of parks, trails, landscaping, beautification easements, drainages, irrigation systems and open space are not properly maintained, the Town may cause the maintenance to be done and assess the cost against the lots, or certify such charges to be collected similarly as taxes by the Ouray County Treasurer.

## Certificate of Ownership and Dedication

Know all men by these presents that the undersigned being the owners of certain lands in the Town of Ridgway, Ouray County, State of Colorado to wit:

That portion of Lot A, Abbott Exemption, according to the Plat recorded March 24, 1997 at reception No. 163928 lying North of the South line of Section 16, T. 45 N., R. 8 W., N.M.P.M;

Also

That part of Out-Lot A, Savath Subdivision, lying to the East of the West boundary of County Highway 23 as dedicated on the plat of Savath Subdivision recorded in the real estate records of the Ouray County, Colorado Clerk and Recorder's Office on April 2, 1981, Reception No. 130165,

Have by these presents laid out, platted and subdivided the same into lots as shown on this plat, under the name and style of THE PRESERVE P.U.D.

And do hereby dedicate, grant and convey to the Town of Ridgway, Colorado, for the use of the public the streets hereon shown. We do hereby grant and dedicate to the Town perpetual easements, as shown hereon, for the use of public utility suppliers, for installation and maintenance of utility facilities, including but not limited to, electric lines, gas lines, telephone lines, cable television lines, water and sewer lines, irrigation lines and ditches, together with perpetual right of ingress and egress for installation maintenance and replacement of such lines. Said easements and rights shall be utilized in a reasonable and prudent manner. And do hereby dedicate, grant and convey to the Town of Ridgway, Colorado, for drainage purposes, Tract A; for recreation path and landscaping purposes, Tracts C, D, E and F; and for the use of a Sanitary Sewer Lift Station, Tract G.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Owners: Ridgway River Development, LLC  
Rahn Zaccari, Manager  
315 Adams Ranch Road  
Telluride, CO 81435

Rahn Zaccari  
Manager

STATE OF COLORADO )  
COUNTY OF OURAY )ss.

THE FOREGOING SIGNATURE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_ by \_\_\_\_\_

My commission expires \_\_\_\_\_

Witness my hand and seal \_\_\_\_\_  
Notary Public

## Miscellaneous Plat Notes

1. The drainage easement(s) and Tract A shown hereon shall be maintained by a homeowners' association in a manner that preserves the grade as originally established and so as to not impede the free flow of water in any way, including but not limited to the construction of fencing and other improvements, or the planting or encroachment of trees and shrubs and other impeding vegetation. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches or improvements as located within said easements. Upon failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

2. Open Space Tract B, including Slope Easement D noted hereon, now existing or hereafter dedicated shall be owned and maintained by a homeowners' association, or until such time as a homeowners' association is lawfully formed for such purposes, by the owners of all lots final platted in The Preserve P.U.D., jointly and severally. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such properties and/or improvements nor shall the Town be responsible for future dedications of such properties. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owner, or the Town may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

3. The homeowner's association shall be responsible for maintenance of the landscaping (exclusive of the concrete recreation path) within Tracts C, D, E and F. Upon failure to properly maintain said landscaping, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owner, or the Town may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

NOTICE: According to Colorado Law (13-80-105 CRS) you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of the certification shown hereon.

4. A site and structure specific geotechnical analysis by a qualified and duly registered Professional Engineer is required on all lots prior to issuance of a building permit. Each site analysis shall address specific issues identified in Sections 5 and 6 of the Geologic Hazard Feasibility Level Geotechnical Engineering Study performed for the project (formerly entitled Elk Stone Ranch Subdivision) by Lambert and Associates, June 1, 2006.

5. Owners of Lots 6-20 are advised that individual sewer lift pumps may be required in order to connect building sewers to the public sewer main in the street. Design, installation, ownership and maintenance of the lift pumps in perpetuity will be the responsibility of property owner.

6. Slope Easements A, B and C noted hereon, and all associated temporary and permanent erosion control features and vegetation, shall be maintained by Ridgway River Development, LLC, or its assigns. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such properties and/or improvements nor shall the Town be responsible for future dedications of such properties. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owner, or the Town may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

7. Driveway restrictions to multi-unit lots: Lot 20 (4 units) shall be designed with one common driveway, serving all 4 units. Lots 15 and 23 (3 units each): individual driveways allowing each unit to access Heron Drive shall be permitted.

8. As shown on this Plat, Preserve Drive exits the P.U.D. Property, passes through County zoned property owned by Ridgway River Development, LLC ("RRD") and connects with County Road 23. The County of Ouray hereby approves this road configuration, and further authorizes RRD to connect Preserve Drive to County Road 23, subject to compliance with County road installation requirements. Ouray County further authorizes RRD to install utilities along this road, including but not limited to, water, sewer, electric, gas, and telephone. Based upon certification from the Town of Ridgway that the standards for construction of the road improvements, drainage, installation of utilities and revegetation/weed management have been met, Ouray County hereby approves this Plat.

## Surveyor's Certificate

I, Ron K. Barrett, a registered and licensed land surveyor in the State of Colorado, do hereby certify that this subdivision plat and survey was made by me or under my direct supervision and that it is accurate to the best of my knowledge. I further certify that all survey monuments and markers were set as required by the Town of Ridgway Subdivision Ordinance and Articles 50 and 51 of Title 38, C.R.S.

Ron K. Barrett \_\_\_\_\_ Date \_\_\_\_\_  
R.L.S. 24299

## Attorney's Certificate

I hereby certify that I have examined \_\_\_\_\_ pertaining to this property and that, according thereto, all record owners and holders of liens and encumbrances affecting the property have executed this plat and joined in the subdivision, public dedications and reservation of easements indicated hereon, except for current general taxes and the following:

Attorney at Law \_\_\_\_\_  
Registration No. \_\_\_\_\_

Approval of Town Council  
Approved by the Town Council, Town of Ridgway, Colorado

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Chairman

## Approval of Town Manager

Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Town Manager

## Approval of Town Attorney

Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Town Attorney

## Recorder's Certificate

This plat was filed for record in the office of the Clerk and Recorder of Ouray County

at \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

With Reception No. \_\_\_\_\_, Sheet \_\_\_\_\_ of \_\_\_\_\_

Ouray County Clerk & Recorder

Deputy

<b>DMC</b>		<b>DEI-MONT CONSULTANTS, INC.</b> ENGINEERING & SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 248-2251 • (970) 248-2342 fax www.dei-mont.com • service@dei-mont.com	
SHEET: <b>1 OF 3</b>	DRAWN BY: <b>TWS</b>	DATE: <b>9/30/08</b>	TYPE: <b>PRELIMINARY PLAT</b>
FILE: 0556-PR-PLAT		JOB NO.: 0556	



# THE PRESERVE P.U.D.

LOCATED IN THE SW ¼ SECTION 16 TOWNSHIP 45 NORTH,  
RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN  
TOWN OF RIDGWAY, OURAY COUNTY, STATE OF COLORADO  
PRELIMINARY PLAT

## LEGEND:

- = FD. REBAR & CAP (L.S. AS NOTED)
- △ = FD. 30" REBAR WITH 2" DIA CAP, LS 7160
- = FD. BRASS CAP SET IN CONCRETE FOR CORNER 8 OF THE TOWN OF RIDGWAY
- = SET 5/8"x18" REBAR W/ 1 1/2" CAP

= NEW EASEMENTS

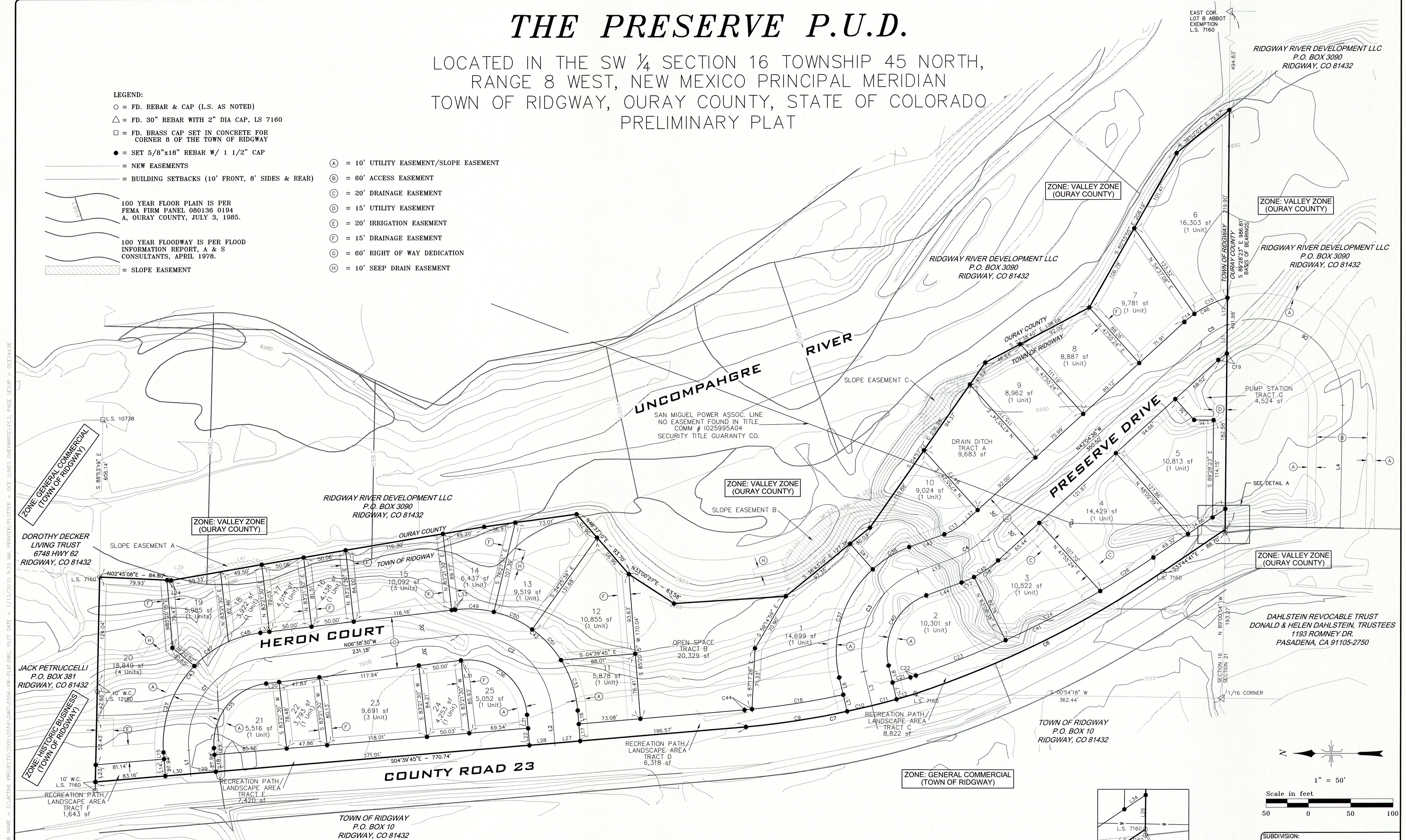
= BUILDING SETBACKS (10' FRONT, 8' SIDES & REAR)

100 YEAR FLOOR PLAIN IS PER  
FEMA FIRM PANEL 080136 0194  
A, OURAY COUNTY, JULY 3, 1985.

100 YEAR FLOODWAY IS PER FLOOD  
INFORMATION REPORT, A & S  
CONSULTANTS, APRIL 1978.

= SLOPE EASEMENT

- (A) = 10' UTILITY EASEMENT/SLOPE EASEMENT
- (B) = 60' ACCESS EASEMENT
- (C) = 20' DRAINAGE EASEMENT
- (D) = 15' UTILITY EASEMENT
- (E) = 20' IRRIGATION EASEMENT
- (F) = 15' DRAINAGE EASEMENT
- (G) = 60' RIGHT OF WAY DEDICATION
- (H) = 10' SEEP DRAIN EASEMENT



## LOT SUMMARY

RESIDENTIAL-32 UNITS	4.957 AC
ROADS	1.858 AC
OPEN SPACE TRACTS	1.367 AC
TOTAL	8.182 AC

NOTICE: According to Colorado Law (13-80-105 CRS) you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of the certification shown hereon.



DEI-MONT CONSULTANTS, INC.  
ENGINEERING & SURVEYING  
129 Colorado Ave., Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 fax  
www.dei-mont.com • service@dei-mont.com

SHEET: 2 OF 3  
DRAWN BY: TWS, RDD  
DATE: 9/30/08  
FILE: 0556-PR-PLAT  
JOB NO.: 0556

SUBDIVISION:  
**THE PRESERVE P.U.D.**

CLIENT:  
**RIDGWAY RIVER DEVELOPMENT, LLC**

ADDRESS & PHONE:  
**315 ADAMS RANCH ROAD  
TELLURIDE, CO 81435  
970-728-5594**

TYPE:  
**PRELIMINARY PLAT**



# THE PRESERVE P.U.D.

LOCATED IN THE SW ¼ SECTION 16 TOWNSHIP 45 NORTH,  
RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN  
TOWN OF RIDGWAY, OURAY COUNTY, STATE OF COLORADO  
PRELIMINARY PLAT

## Town of Ridgway Affordable Housing Plat Restrictions

### Affordable Housing Plat Notes:

Lots numbered <insert lot #s on plat that are to be affordable and subject to this note> are required to have <insert # of dwelling units> dwelling units, which are subject to the following affordable housing deed restrictions:

#### I. Qualifications:

- Residency** - On the day of application, the prospective owner of a property restricted by this plat note shall maintain his/ her sole residence and abode in Ouray County, Colorado, or provide written intent of his/ her desire and intent to do so within 30 days of purchasing the property. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation verifying residency within Ouray County, or residency within 30 days of application to purchase the property. Residency is defined as living in Ouray County 12 months per year.
- Income** - The Household Income shall not exceed 150% of the current Area Median Income ("AMI") for Ouray County, as defined by the United States Department of Housing and Urban Development and as is most recently available at the time of application to purchase.
- Assets** - The Household Net Assets shall not exceed two and one half (2½) times the original purchase price of the property. All household members' assets shall be included in the determination of Household Net Assets. Any member of a Household who has assigned, conveyed, transferred or otherwise disposed of assets within the previous two years without fair consideration in order to meet the net asset limitation shall be ineligible. Qualified buyers must not own any other property in Ouray County.
- Employment** - at the time of purchase, at least one (1) person in the household shall earn the majority of their income in Ouray County or from an employer based in Ouray County. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation and/or payroll receipts verifying employment within Ouray County. Or, in lieu of this provision, one (1) individual member must be elderly or disabled and have been a full-time employee, defined as 1400 hours per year, in Ouray County for a minimum of five (5) years immediately prior to his or her retirement or disability.
- Propagation of Qualification** - the owner and all occupants must continue to meet all requirements of and comply with all provisions of this plat note <insert plat note #> for the duration of occupancy and ownership of the property. If at such time the owner no longer meets the qualifications within this note, or the owner did not justly qualify to purchase the property at the time of purchase, the property shall be listed for sale and conveyed to a buyer qualified within the restrictions of this plat note. The highest offer between 90% - 100% of the maximum sale price must be accepted. If the property is not sold within 90 days, the non-qualified owner will contact the Town of Ridgway for assistance with the sale of the property.

Ridgway Housing Restrictions Continued

#### II. Re-Sale Restrictions

- Re-sale** - The re-sale price of each property shall be limited to an annual price appreciation cap, with consideration given to inclusion of improvement expenditures that are subject to a building permit issued by the Town of Ridgway. The maximum sale price shall be the lesser value of the two alternatives below, is not a guaranteed value, and is identified as follows:
    - The Original Purchase Price of the Property plus an increase in price of three and two tenths percent (3.2%) per year from the date of purchase to the date of Owner's notice of intent to sell, delivered in writing to Town Hall, (simple, not compounded, and prorated at the rate of .25 percent per each whole month of any part of a year); or
    - The amount based on the Consumer Price Index, All Items, the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted (Index Base Period 1982-84=100) (CPI-U), or its successor index, published by the U.S. Department of Labor, Bureau of Labor Statistics, calculated as follows: the Original Purchase Price of the Property multiplied by the CPI-U last published prior to the date of the Owner's notice of intent to sell, delivered in writing to Town Hall, divided by the CPI-U as of the date of purchase (but in no event shall the multiplier be less than one).
  - Capital Improvements** - if the owner of the property makes any capital improvements to the property requiring a building permit during his/ her term of ownership, the cost of those capital improvements as indicated on the building permit may be added to the gross purchase price of the property for the purpose of computing the annual price appreciation cap created herein. Any costs of capital improvements to be added to the gross purchase price of the property, possibly including but not limited to upgrades during construction, shall require the prior, written approval of the Town of Ridgway, and are not deemed guaranteed for inclusion in the re-sale price. Additional costs that exist to increase the re-sale price of the property, including but not limited to closing costs or other costs outside of expenditures approved by the Town of Ridgway, shall not be included with the sale price of the property.
- Though not a complete listing, the following are particularly excluded from consideration as capital improvements and cannot be incorporated into the re-sale price of the property: Landscaping; Jacuzzis, saunas, steam showers and other similar items; Upgrades or additions of decorative items, including lights, window coverings and other similar items; Upgrades of appliances, plumbing and mechanical fixtures, carpet, floor coverings and other similar items included as part of the original construction or improvements or repairs needed to maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting and other similar items, unless replacement is energy efficient or for safety or health reasons.

Page 2 of 4

Ridgway Housing Restrictions Continued

- Calculation of Sale Price** - For the purpose of calculating re-sale prices, the purchase price of each property shall be recorded on the deed of sale at the Ouray County Clerk and Recorder's office.
  - Transfer of Property** - upon transfer, the property may be sold only in accordance with the restrictions and obligations defined in this plat note, with full disclosure to qualified buyers, the title company and lending institution and any other affected parties. The property must not be transferred for use in a trade or business.
  - Non-Qualified Sales** - In the event that the property is sold, transferred and/or conveyed without compliance with the restrictions stated within this plat note <insert plat note #>, such sale, transfer and/or conveyance shall be wholly null and void and shall confer no title whatsoever on the purported transferee. Each and every conveyance of the property, for all purposes, shall be deemed to include and incorporate by this reference all terms and conditions of this plat, including, but not limited to, those provisions governing the sale, transfer or conveyance of the property.
- #### III. Additional Provisions
- Use & Occupancy** - use and occupancy of the property is limited to the qualified buyer(s) and his or her family. Occupancy of the property must remain the sole and exclusive place of residence for the qualified buyer(s). The property may be used and occupied only in accordance with the provisions of this plat note and any applicable law (including zoning regulations).
  - Renting and Leasing Prohibited** - the property, in whole or in part, may not be rented or leased, either short or long term.
  - Maintenance** - the property must be maintained in a good, safe and habitable condition in all respects, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the property.
  - Liens Prohibited** - mechanic's liens are not permitted to be recorded against the property.
  - Grievances and Appeals** - if an applicant or owner feels that the provisions of this note have not been applied as intended, a grievance or appeal may be filed for hearing by the Town Council of the Town of Ridgway. The applicant must submit in writing to the Town Clerk a summary of the grievance or appeal with a requested action or remedy. The summary must be dated and must include the Applicant's name, address and telephone number. The application to be heard must be presented to the Town Clerk seven (7) days prior to the scheduled meeting of the Town Council and must include an application fee of \$25.00. The Town Council will make a determination on the appeal or grievance based on their understanding of the provisions of this plat note.

Page 3 of 4

Ridgway Housing Restrictions Continued


- Waiver of Excise Tax** - development excise taxes pursuant to RMC 3-4-1, et. seq., are hereby waived for all properties subject to the restrictions stated within this plat note <insert plat note number>.
- Waiver of Fees** - the Town waives all "plan check fees" and building permit fees charged by the Town on all properties subject to this plat note <insert plat note number>.
- Administration and Enforcement** - the provisions within this plat note are designed to be self-executing; however, the provisions may be administered and enforced by an outside agency at such time the agency is in existence and is endorsed by the Town of Ridgway to assume such responsibilities.
- Amendments** - The Town or Ridgway or its housing authority retains the right, on any resale of property subject to these restrictions, to change or amend the deed restriction or substitute a new deed restriction for that of record, in its sole discretion.

#### IV. Initial Maximum Sale Price

There shall be an initial maximum sale price on every unit of affordable housing built by a developer on these affordable housing lots. The initial maximum sales price of a housing unit on any of these lots burdened by this plat note which house is built by a developer shall be equal to the developer's cost of acquiring and developing the lot and building the housing unit. Evidence of the developer's cost shall be submitted to the Town Manager who shall review and approve in writing the computation of the initial maximum sale price. The documents establishing the developer's cost must be approved by the Town Manager prior to any transfer of property. The guiding principle in determining the initial sales price of a unit is that the developer shall be constructing and selling units based on the literal and actual cost of the construction.

Page 4 of 4

SUBDIVISION: <b>THE PRESERVE P.U.D.</b>	
CLIENT: <b>RIDGWAY RIVER DEVELOPMENT, LLC</b>	
ADDRESS & PHONE: <b>315 ADAMS RANCH ROAD TELLURIDE, CO 81435 970-728-5594</b>	
SHEET: <b>3 OF 3</b>	
DRAWN BY: TWS,RDD DATE: 5/5/08 FILE: 0556-PR-PLAT JOB NO.: 0556	
TYPE: <b>PRELIMINARY PLAT</b>	



**DEL-MONT CONSULTANTS, INC.**  
ENGINEERING • SURVEYING  
125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2291 • (970) 249-2342 fax  
www.del-mont.com • service@del-mont.com



IN  
SEC. 16 T. 45 N., R. 8 W., N.M.P.M.  
OURAY COUNTY, COLORADO

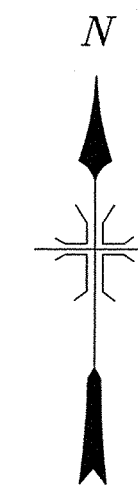
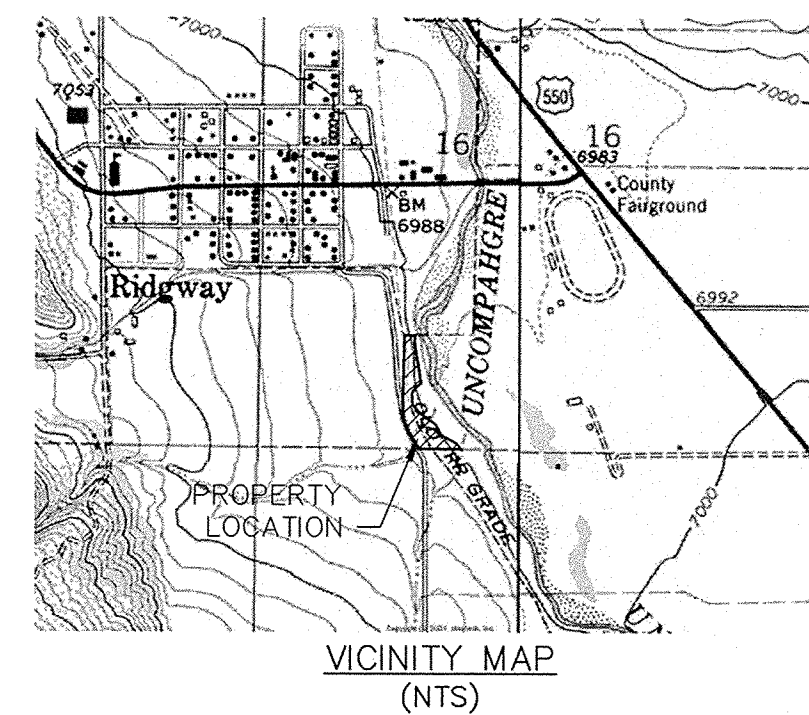
CL	CENTERLINE
ELEV.	ELEVATION
EP	EDGE OF PAVEMENT
FL	FLOWLINE
INV.	INVERT
IRR	IRRIGATION
L	LENGTH
LF	LINEAR FEET
LT	LEFT
PL	PROPERTY LINE
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STMH	STORM SEWER MANHOLE
R	RADIUS
RT	RIGHT
ROW	RIGHT OF WAY
S	SLOPE
SS	SANITARY SEWER
TAN	TANGENT
W	WATER
WV	WATER VALVE

<u>EXISTING</u>	<u>PROPOSED</u>	<u>DESCRIPTION</u>
		ELEVATION CONTOURS
		GRADING LIMIT
		ASPHALT PAVEMENT PATTERN
		CONCRETE PATTERN
		SEWER LINE
		SEWER SERVICE
		WATER LINE
		WATER SERVICE/WATER METER
		GAS LINE
		3 PHASE POWER LINE UNDERGROUND
		3 PHASE POWER LINE ABOVE GROUND
		1 PHASE UNDERGROUND POWER LINE
		POWER POLE
		3 PHASE TRANSFORMER
		1 PHASE TRANSFORMER
		3 PHASE JUNCTION BOX
		SECONDARY JUNCTION BOX
		SEWER MANHOLE
		THRUST BLOCK
		WATER VALVE
		FIRE HYDRANT
		STORM SEWER INLET
		STREET LIGHT
		STORM DRAIN MANHOLE
		STREET SIGN

<u>SHT. No.</u>	<u>SHEET NAME</u>
1	COVER SHEET
2	NOTES
3	NOTES
4	OFFSITE WATER & SEWER
5	WATER & SEWER DETAILS
6	GRADING & DRAINAGE
6a	SLOPE DRAIN PROFILES
7	GRADING DETAILS
8	DRAINAGE DETAILS
9	LANDSCAPE AREA
10	STREET PLAN & PROFILE - HERON COURT
11	STREET PLAN & PROFILE - PRESERVE DRIVE - 0+00 TO 8+00
12	STREET PLAN & PROFILE - PRESERVE DRIVE - 8+00 TO 11+40.05
13	STREET PLAN & PROFILE - CHIPETA DRIVE
14	STREET PLAN & PROFILE - COUNTY ROAD 23 - 0+00 TO 8+00
15	STREET PLAN & PROFILE - COUNTY ROAD 23 - 8+00 TO 16+00
16	STREET PLAN & PROFILE - COUNTY ROAD 23 - 16+00 TO 18+13.99
17	STREET DETAILS
18	DRAIN DITCH PLAN & PROFILE
19	EROSION CONTROL
20	LIFT STATION LAYOUT
21	LIFT STATION DETAILS
22	LIFT STATION DETAILS
23	DRY UTILITIES, SEWER/WATER SERVICES & STREET SIGNS - HERON COURT
24	DRY UTILITIES, SEWER/WATER SERVICES & STREET SIGNS - PRESERVE DRIVE

These revised plansheets 1, 4, 6, 9-16, 18, 19, 23, 24  
have been reviewed for conformance with the Town of Ridgeway  
standards & are approved with the conditions listed  
on sheet 1 from the Town to the Developer. Approval  
does not relieve the Developer or his agents of the  
obligation to conform up all applicable Town  
ordinances, regulations & standards. Any changes  
to the approved plans requires written approval  
by the Town of the change prior to construction  
the changes

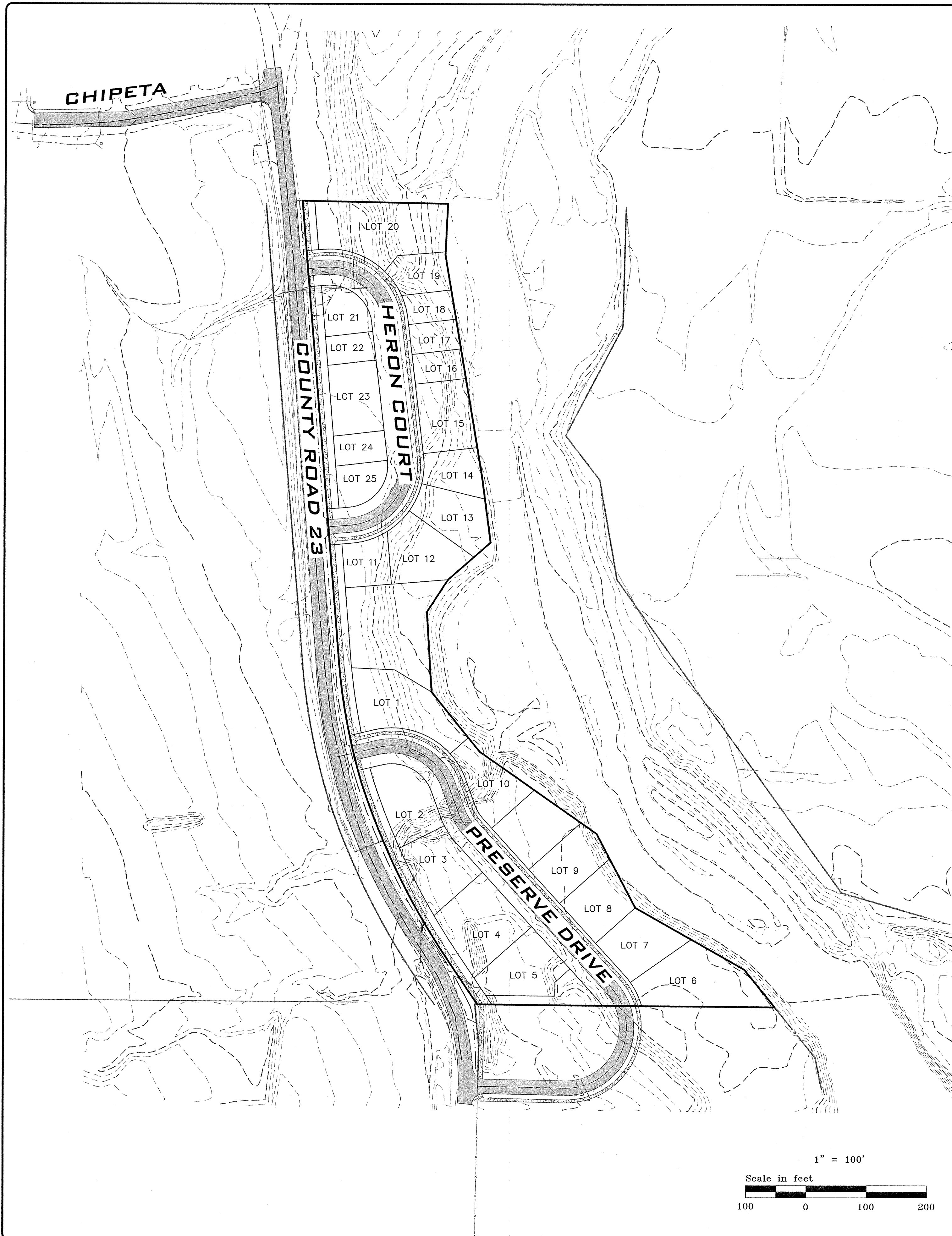
Jon Fogard  
10/16/08



1" = 100'

Scale in feet

100 0 100 200





## General

2. **Town of Ridgway Specifications and Standard Details:** The streets, water, sewer, and storm drainage systems shall be constructed in accordance with current Town of Ridgway Standards and Specifications. Contractor shall keep a copy of the current Town Specification on the job site whenever work is in progress.

3. **Inspection by Town of Ridgway:** The Town will inspect the installation of the water, sewer, street and other work in the rights of way and/or easements. Prior to commencing construction the Contractor shall negotiate an inspection protocol with the Town to ensure the Town has adequate opportunity to observe the work.

4. **Stormwater Pollution Prevention Plan and Permit:** The Contractor shall prepare a Stormwater Pollution Prevention Plan, shall apply for and obtain the requisite Permit from the State of Colorado, shall construct and maintain the requisite facilities necessary to implement the Plan, and shall comply with the requirements of the Permit during construction. Upon completion of the work, and prior to delivery of the final payment, the Contractor shall prepare, and submit to the State, a description of measures taken to achieve final stabilization and measures taken to control pollutants in stormwater discharge that will occur after construction operations have been completed. The Owner shall continue with the responsibilities of the permit including closing out the permit with the State.

5. **Contractor Investigation:** The Contractor shall familiarize himself with local conditions and the specifications of the governing entities, evaluate the soils report, and examine the site, make such tests, and perform such explorations as he deems necessary to evaluate the surface and subsurface physical conditions of the site, in order to perform the work under the conditions that exist on the site, in accordance with the Contract Documents for the Contract Price.

**6. Underground Utility Locates:** The Contractor shall have full responsibility identify, locate, and protect all existing utilities lines. Contractor shall contact the Utility Notification Center of Colorado, 1-800-922-1987, and the individual utility companies as needed, to locate and properly protect existing utilities prior to construction.

7. **Hazardous Materials:** In the event that the Contractor should encounter hazardous materials on the site (including but not limited to asbestos cement pipe), Contractor shall leave such materials undisturbed and shall contact the Owner for directions regarding disposal of said materials.

8. Notifications: Contractor shall notify the Town of Ridgway at least 48 hours prior to commencing construction to arrange for inspection by the Town.

9. **Connections:** The Contractor shall coordinate and / or make the connections to existing water and sewer mains in conformance with Town of Ridgway requirements.

10. **Topsoil:** Contractor shall manage the work so that all topsoil is preserved for use in final landscaping. Contractor shall separate topsoil from subsoil during grading operations, and shall store the materials separately. In general, topsoil shall be stored on the back of the adjoining lots, and subsoil shall be stored in the fronts of the lots for later use in filling around the houses.

11. **Extra Work:** A Change Order signed by the Owner's Representative is required to qualify any extra work for extra payment. Any extra work undertaken by the Contractor without having a Change Order signed by the Owner's Representative, shall be deemed to have been undertaken for the Contractor's convenience, and shall not be eligible for extra compensation.

12. **Record Drawings:** Contractor shall record precise locations of water and sewer taps as required by the Town of Ridgway, and all variations from the design, on "as-built" drawings showing the locations and dimensions of any element of the utility system that is not installed as designed, and shall provide that information to the Owner prior to release of final payment. "As-Built" Drawings shall be kept on site at all times and updated weekly.

13. **Pre-construction Conference with Town:** The Owner or the Contractor shall schedule a pre-construction conference with the Town or Ridgway and both parties shall attend.

Trenching:

1. Trench Compaction: Place all trench backfill in shallow lifts in accordance with Town of Ridgway Specifications.

2. **Moisture Conditioning of Backfill:** Contractor shall thoroughly moisture condition (wetting or drying as required, and mixing thoroughly) all backfill materials prior to placement in the trenches. Watering of loose backfill after it has been placed in the trench is prohibited.

3. Allowable Lift Depths will depend upon the type, weight, and power of the Contractor's compaction equipment, and are subject to the approval of the Engineer and Town Engineer. In general, loose lift depths in excess of 8" will not achieve specified density for the full depth of the lift.

4. **Density Testing will be provided by the Owner.** Testing is performed for the benefit of the Town of Ridgway and the Owner, to demonstrate general conformance with the design and the specifications. Contractor is responsible to compact all backfill in conformance with the specifications, shall coordinate the testing schedule with the Engineer, and shall normally be responsible for notifying the testing agency of readiness for testing. Contractor may expect density testing on every lift at intervals of approximately 100 linear feet. Retests in areas where density tests failed to meet the specification will be made at the Contractor's expense.

**5. Trench Subsidence:** Contractor is responsible for the quality of the installation of all facilities within this project. Contractor is wholly responsible to thoroughly, diligently, and completely compact all backfill of trenches and excavations around manholes, drainage structures, and other underground facilities in conformance with the specifications. In the event surface subsidence occurs during the warranty period anywhere within the Town right of way or easements, the Contractor shall be wholly responsible for all remedial measures necessary to repair such damage. The existence of passing density tests, proof rolling results, or approval or acceptance of the work by the Owner, the Engineer, or the Town of Ridgway does not relieve the Contractor of responsibility for surface subsidence during the warranty period.

6. **Trench Stabilization Rock:** If unstable conditions are encountered in the bottom of trenches, 1 1/2" washed rock will be used to stabilize the bottom of the trench prior to installing pipelines. If stabilizing trenches under waterlines is required, install clay dikes on 10' intervals to limit migration of water along the pipe line. Payment will be made under the Trench Stabilization Rock item. A signed change order is required to qualify for payment. Rock furnished and installed without a signed change order will be considered work performed for the convenience of the Contractor, and will not be eligible for payment.

7. **Proof Roll of the Subgrade:** Upon completion of utility installation, backfill, and compaction, the Contractor shall demonstrate the competence of the subgrade and the trench backfill by proof rolling the street subgrade and utility trenches (using a fully loaded dump truck or water truck) in the presence of the Town Engineer or the Town's designated representative. Proof rolling shall be considered incidental to the work, and the cost thereof shall be included in other unit prices. Any section of the subgrade which, in the opinion of the Engineer, yields excessively under load shall be excavated and recompacted to the specifications, and proof rolled again. Satisfactory completion of the proof roll is a prerequisite for placement of the gravel base. Any future settlement of Contractor placed fill shall remain wholly the responsibility of the Contractor regardless of the results of the proof rolling.

8. **Existing Wet Subgrade:** Any trenches in the street subgrade that are wet and unstable at the time of trench backfill will be backfilled with select materials as directed by the Engineer. Select borrow may be developed on site from sources designated by the Engineer. No extra payment will be made for select borrow from on site. If imported gravel fill is required by the Engineer, the gravel will be paid for by the ton, based on delivery weight tickets, under the "Class 2 Subbase Coarse" item. Bedding around water and sewer lines must still meet Town of Ridgway Specifications.

9. **Replacement Stakes:** The Contractor shall be responsible to maintain the survey stakes for use in the work. The Engineer will replace lost survey stakes at the Contractor's expense, including replacing any lost stakes needed by the Engineer to evaluate the Contractor's work.

10. **Grade Transfer:** The Contractor is responsible to transfer grades from the stakes to the work.

## Sewer Collection System

1. **Town of Ridgway Sewer Specifications:** The Contractor shall construct the sewer system in conformance with these plans and with the Standards and Specifications of the Town of Ridgway, current edition, except as modified or augmented herein.

2. **Sewer Connection:** The Contractor shall measure the actual elevation of the existing sewer main at the connection points, and confirm that the design elevations and minimum grades upstream can be met. Notify the Engineer of any discrepancies.

3. **Sewer Survey Control:** The Owner will provide one (1) set of stakes at manhole locations and sewer service locations at offsets satisfactory to the Contractor.

4. **Laser Grade Control:** The Contractor shall install sewer and storm drain mains using laser grade control. The Contractor shall provide trained, competent personnel to set, check, and manage the laser. The Contractor shall provide appropriate surveying equipment to establish laser alignment from manhole to manhole. Grade control methods and equipment are subject to approval of the Engineer.

**5. Adjustments to Grade:** At each manhole, the Contractor shall check the actual elevation of the pipeline as installed, and, if necessary, recalculate the grade to the next manhole to compensate for any error in the previous section. Normal allowable pipeline installation tolerances at each manhole are  $\pm 0.02'$  vertical, and  $\pm 0.1'$  horizontal, unless the variation conflicts with other clearance or separation requirements.

6. **Sewer Bedding:** The Contractor shall bed all sewer mains in 3/4" or 1 1/2" minus washed rock, at least 6" below, 8" on the sides and 12" above the pipe. Bedding over the sewer mains shall be separated from the native materials with a layer of Mirafi 140N or equivalent filter fabric. Services shall be bedded on 3" of well graded sand conforming to Town Specifications. Rock bedding shall be included in the unit cost of the sewer pay item.

7. **Manhole Cover Tolerances:** Rings and covers shall be installed flush with finish grade of the base course gravel. Compaction tests will be performed close to manholes. The top of the cover shall be set to match street grade longitudinally, and to match the cross slope perpendicularly (generally 2%). Grout placed under the ring shall be full width of the base of the ring. Allowable tolerance from design elevation and slope shall be  $\pm 1/4"$ . At the time of placement of the 3" thick asphalt mat, a 2" or 2 1/2" manhole riser ring shall be installed, leaving the top of the cover 1/2" maximum to 1/4" minimum below finished pavement surface.

8. **Sewer Services** shall be installed as detailed, on straight lines and uniform grades, extended fully across the utility easement, capped, and marked per Town Specifications. Services shall be installed at grades not less than 2%, and at a depth of at least 8' at the easement line unless otherwise limited by depth of the main or noted in the plans.

9. **Low Pressure Air Testing:** The Contractor shall pressure test the sewer main and services in accordance with Town of Ridgway specifications. Contractor shall call the Town and the Engineer to observe the pressure testing.

10. Manhole Leak Testing, Lamp Testing & Camera Testing in conformance with Town Specifications will be performed by the Owner and observed by the Town.

11. Other Testing in accordance with the Town Specifications may be performed at the discretion of the Engineer and Town Engineer

12. **Locations for Record Drawings.** Contractor shall measure and record the distance of each service tap wye from the center of the downstream manhole, and shall include that information in the Record Drawings to be submitted to the Owner prior to release of the final payment.

13. **Clean Sewer Lines:** The Contractor shall provide jetting of all new sewer lines prior to testing in conformance with Town Specifications.

[illegible]


RIDGWAY RIVER DEVELOPMENT, LLC.

NOTES

THE PRESERVE P.U.D.

RIDGWAY, COLORADO



		<b>DEL-MONT CONSULTANTS, INC.</b> <b>ENGINEERING • SURVEYING</b> 125 Caliente Ave. • Riverside, CA 92507 • (951) 509-2531 • (951) 509-2532 fax <a href="http://www.delmont.com">www.delmont.com</a> • <a href="mailto:info@delmont.com">info@delmont.com</a>	
DESIGNED BY: JRR	SCALE: JRR	AS NOTED	CHECKED BY: JRR
DRAWN BY: TS	FILE NAME: 0556-cover	DATE PLOTTED: 5/5/08	

DMC JOB NO.: 0556

SHEET NO.:

OF 24 SHEETS



1. **Town of Ridgway Specifications:** The Contractor shall construct the water system in conformance with these plans and with the Standards and Specifications of the Town of Ridgway, except as modified or augmented by herein.

3. Connection to Existing Water System will be made in accordance with Town of Ridgway requirements.

5. **Bedding Materials:** Bedding and cutoff walls shall conform to Town requirements.

8. Water Services and meter pits shall be constructed in conformance with Town specifications. Contractor shall furnish all materials except the meter itself. Copper service line shall be extended from the meter pit to the easement line, where it shall be capped and marked with a 4x4 treated wooden post painted blue.

10. **Locations for Record Drawings:** Contractor shall maintain ties and measurements to all buried facilities in accordance with the Town requirements, and shall include that information in the Record Drawings to be submitted to the Owner prior to release of the final payment. Valves, fittings, appurtenances, vaults, cleanouts, and manholes shall be tied to a minimum of three permanent surface monuments. Depths and elevations shall be recorded for each item. Tap locations shall be measured from the nearest valve.

12. **Pressure Testing:** The Contractor shall pressure test the water main in conformance with Town of Ridgway specifications. Contractor shall call the Town and the Engineer to observe the pressure testing.

1. **Wire Utilities:** The Contractor shall provide trenching, backfilling, and compaction for the installation of power, phone cable TV lines and associated conduits in conformance with utility company and Town of Ridgway requirements. Conduits are required for all crossings of Town Streets. Contractor shall coordinate and schedule all such work with the respective utility companies.

3. **Wire Installation:** After the utility companies have placed their wires, the Contractor shall be responsible to ensure that all wires and conduits are arranged in a neat, uniform, straight, untangled, uncrossed manner, at uniform depth and spacing, and in trenches that are a uniform distance behind the sidewalk. Wires and conduits shall be hand bedded using select bedding conforming to utility company requirements. In no event shall bedding be dumped directly on the wires and conduits from a loader bucket. Labor to straighten, bed, backfill, and compact shall be included in the unit price for Wire Utilities.

## Natural Gas

1. **Town of Ridgway Specifications:** All street construction work shall be performed in conformance with these Plans and with Town of Ridgway Standards and Specifications, supplemented as needed by CDOT Standard Specifications for Roads and Bridges, latest edition.

3. **Embankment:** Embankment, including clearing, grubbing, prepping and filling the existing drain ditch through lots 2, 3 and 10, shall be placed in accordance with Town specifications as follows:

4. **Roadway Subgrade Preparation:** Scarify the subgrade to 12" deep, moisture condition, and compact to 95% of Modified Proctor, AASHTO T 99, at +/-2% of optimum moisture, prior to placement of base course gravel, unless otherwise directed by the Engineer. Density testing will be provided by the Owner. Retesting in areas where density tests failed to meet the specification will be made at the Contractor's expense. Contractor shall finish the subgrade to within +.05' / -.15' of design elevation. Contractor shall set bluetop hubs left, right, and center at not more than 50' intervals to control subgrade finishing operations, and shall replace any hubs lost during finishing operations to facilitate final elevation checks by the Engineer.

6. Compensation For Extra Work to Stabilize Subgrade: The Contractor shall be compensated for extra work required to stabilize the subgrade for those specific areas and quantities designated by the Engineer by Change Order. The Contractor's bid unit prices for Over-Excavation, Geotextile Stabilization Fabric, and Subbase Gravel shall be the basis for compensation for this Extra Work, if required.

8. **Subbase Gravel**, if required, shall conform to CDOT Class 2 Specifications, compacted to 95% Modified Proctor, AASHTO T 180, at +/- 2% of optimum moisture. Density testing will be provided by the Owner. Retesting in areas where density tests failed to meet the specification will be made at the Contractor's expense. Neither recycled asphalt nor recycled concrete will be allowed as part of the Class 2 material.

9. Base Course Gravel shall conform to Town of Ridgway Class 6 Specifications, compacted to 95% Modified Proctor, AASHTO T 180, at +/- 2% of optimum moisture. Density testing will be provided by the Owner. Retesting in areas where density tests failed to meet the specification will be made at the Contractor's expense. Neither recycled asphalt nor recycled concrete will be allowed as part of the Class 6 material.

10. **Proof Roll Observation by the Town.** Contractor shall proof roll the base course prior to placement of pavement or concrete to demonstrate the stability, uniformity, and compaction of the base. Proof rolling shall be performed in the presence of the Town Engineer or the Town's designated representative. Any areas that yield excessively, in the judgment of the Town, will be reprocessed and recompacted to meet specifications and to adequately carry the proof roll load.

11. Manhole Covers shall be installed flush to 1/2" below finish grade of the base course gravel. Upon completion of paving operations, the top of the cover shall be set to match street grade longitudinally, and to match the cross slope perpendicularly (generally 2%). Grout placed under the ring shall be full width of the base of the ring. Allowable tolerance from design elevation and slope shall be +/- 1/4". Expect the Engineer to check manhole ring placement with a 10' straightedge. Compaction tests will be performed adjacent to the ring. At the time of placement of the asphalt mat, an appropriate manhole riser ring shall be installed, leaving the top of the cover 1/2" maximum to 1/4" minimum below finished pavement surface. A concrete collar shall be placed around manhole covers in accordance with Town Standards.

12. Water Valve Boxes shall be installed vertical, with the tops set 1" to 2" below top of gravel, and marked with steel fence posts pending completion of street construction. Tops shall be raised with adjustment rings to within 1/4" to 1/2" of finished pavement grade during paving operations. A concrete collar shall be placed around valve boxes in accordance with town standards.

3. **Concrete Survey Control:** The Owner will provide one (1) set of cut / fill stakes at 50' intervals, plus BCR's, ECR's, grade breaks, and radius points, on both sides of each street, to construct the curb, gutter, and sidewalks. Stakes lost during construction will be replaced at the Contractor's expense.

4. Concrete shall conform to Town of Ridgway Specifications. Contractor shall submit a concrete mix design to the Engineer for approval at least 10 days prior to the first concrete placement. Concrete shall achieve 4,500 psi strength at 28 days. All concrete shall contain sulfate-resistant Type V cement, or equivalent. If securing Type V cement proves difficult at this project location, alternatives may be considered provided the contractor can demonstrate equivalent performance. In any case, air entrainment, a maximum water/cement ratio of 0.45, and a minimum unconfined compressive concrete strength of 4,500 psi is recommended by the ACI. Slump shall not exceed 4". Sprinkling water on the surface during finishing is prohibited. Freshly placed concrete surfaces shall be protected from rain for 24 hours. Concrete work shall be protected with curing compound approved by the Engineer applied immediately after finishing work is complete. If daytime temperatures are consistently below 60° F, and fall below freezing at night, ACI specifications for cold weather concrete placement will be implemented. If daytime temperatures are consistently above 85° F, compliance with ACI specifications for hot weather concrete placement will be required. The Owner will provide quality assurance testing.

5. **Concrete Ponding Tolerance:** All concrete surfaces shall be finished to drain. Gutters and pans shall be checked for ponding by the Engineer. Any area that holds water more than 1/4" deep, or which covers more than 2 sf, shall be repaired or reconstructed as determined by the Engineer.

6. **Tolerances for Paving Preparation:** base course gravel shall be finished to not more than 1/4" high and 1" low prior to paving. Contractor shall set bluetop hubs on 50' intervals at centerline to control gravel finishing operations. Call the Town to observe base course finishing tolerances at least 48 hours prior to paving.

7. **Asphalt Pavement:** Paving shall conform to Town of Ridgway specifications. The hot bituminous pavement mixture shall conform to CDOT Standards for a Superpave 58-28. Contractor shall submit a mix design to the Town for approval at least 10 days prior to paving. Aggregate gradation shall be CDOT Grading S or SX, or a substitute approved by the Town. Three inch mats shall be placed in a single lift, and 4" mats shall be placed in two each two inch lifts. Pavement shall be compacted to 92% to 96% of maximum theoretical density. CDOT and/or Town (whichever is more restrictive) temperature restrictions for asphalt placement will be fully observed. Quality assurance testing will be provided by the Owner. Testing will be at locations designated by the Town. Contractor shall notify the Town at least 72 hours in advance of paving in order to schedule testing. Cold weather paving activities will need to conform to more stringent CDOT and Town requirements.

8. Pavement shall be finished off 1/4" to 1/2" above the lip of gutter, and pans

9. Intersection Construction shall conform to the Town of Ridgway Intersection Details in the Town Specifications.

[illegible]

RIDGWAY RIVER DEVELOPMENT, LLC.

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NOTES

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THE PRESERVE P.U.D.


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RIDGWAY, COLORADO

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OURAY



	<b>DEL-MONT CONSULTANTS, INC.</b> <b>ENGINEERING &amp; SURVEYING</b>	
	185 Colquhoun Avenue, Albany, NY 12206 Tel: 518/462-4444 Fax: 518/462-4444 <a href="http://www.dellmont.com">www.dellmont.com</a> e-mail: <a href="mailto:info@dellmont.com">info@dellmont.com</a>	
DESIGNED BY:	SCALE:	AS NOTED
DRAWN BY:	FILE NAME:	DATE ISSUED:
JRR	TS	0556-cover
CHECKED BY:	JRR	5/6/08

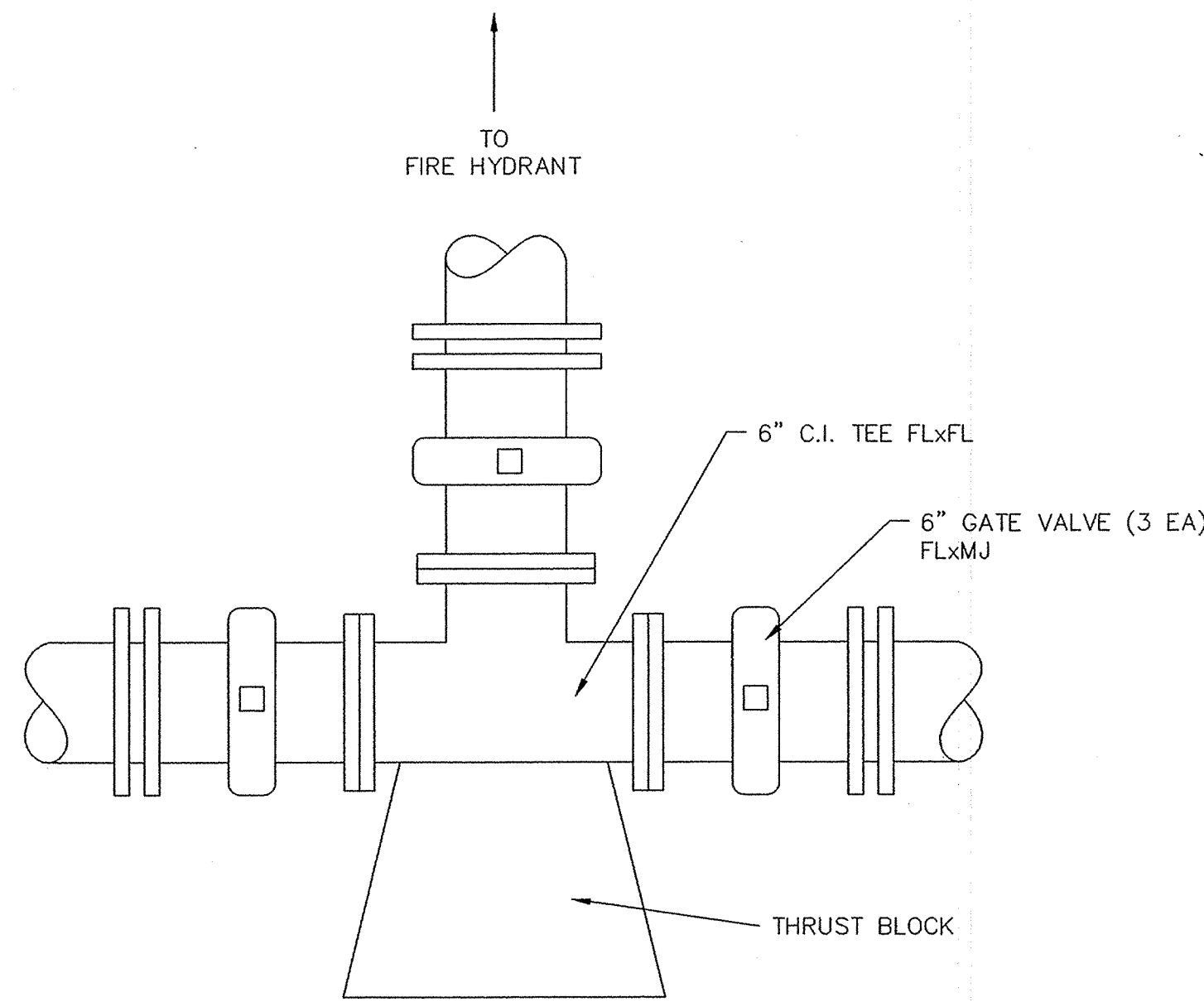
DMC JOB NO.: 0556

SHEET NO.:  
3  
OF 24 SHEETS

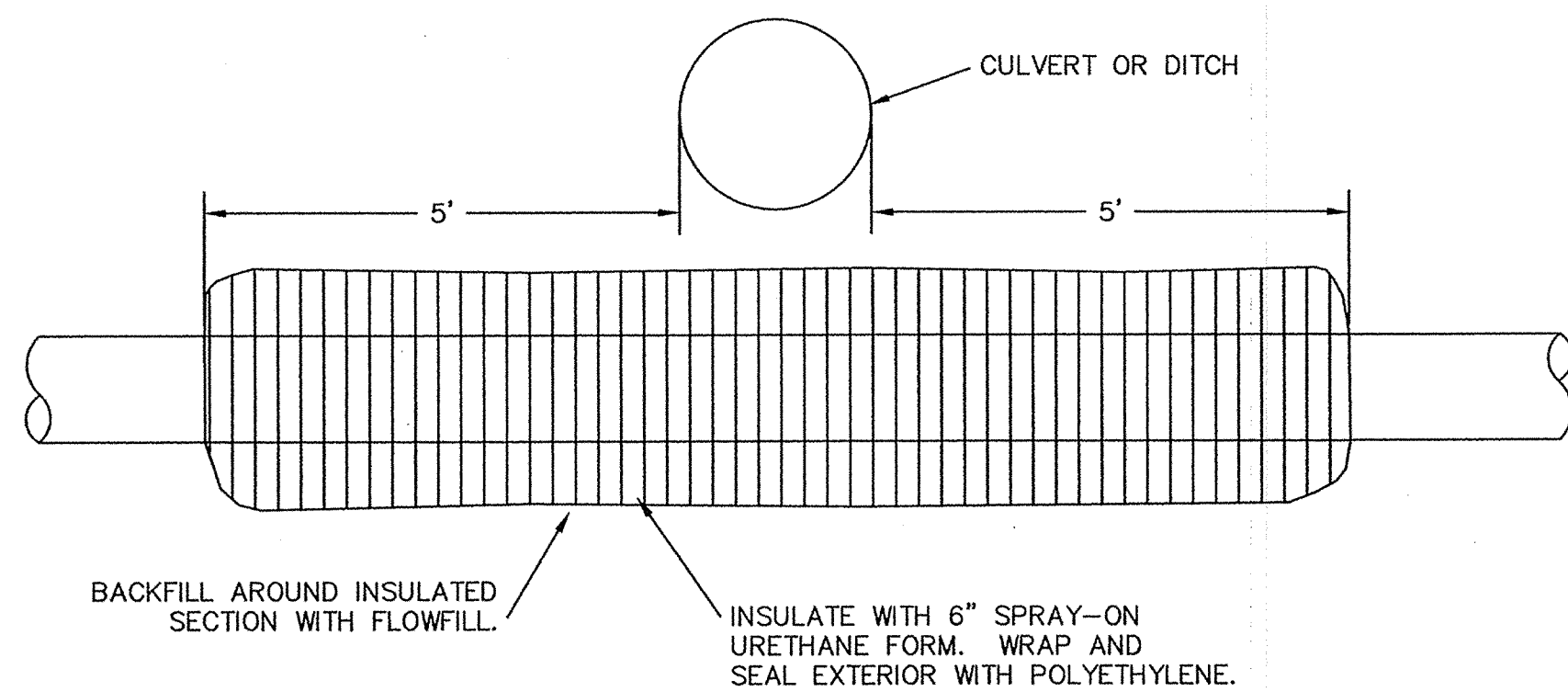




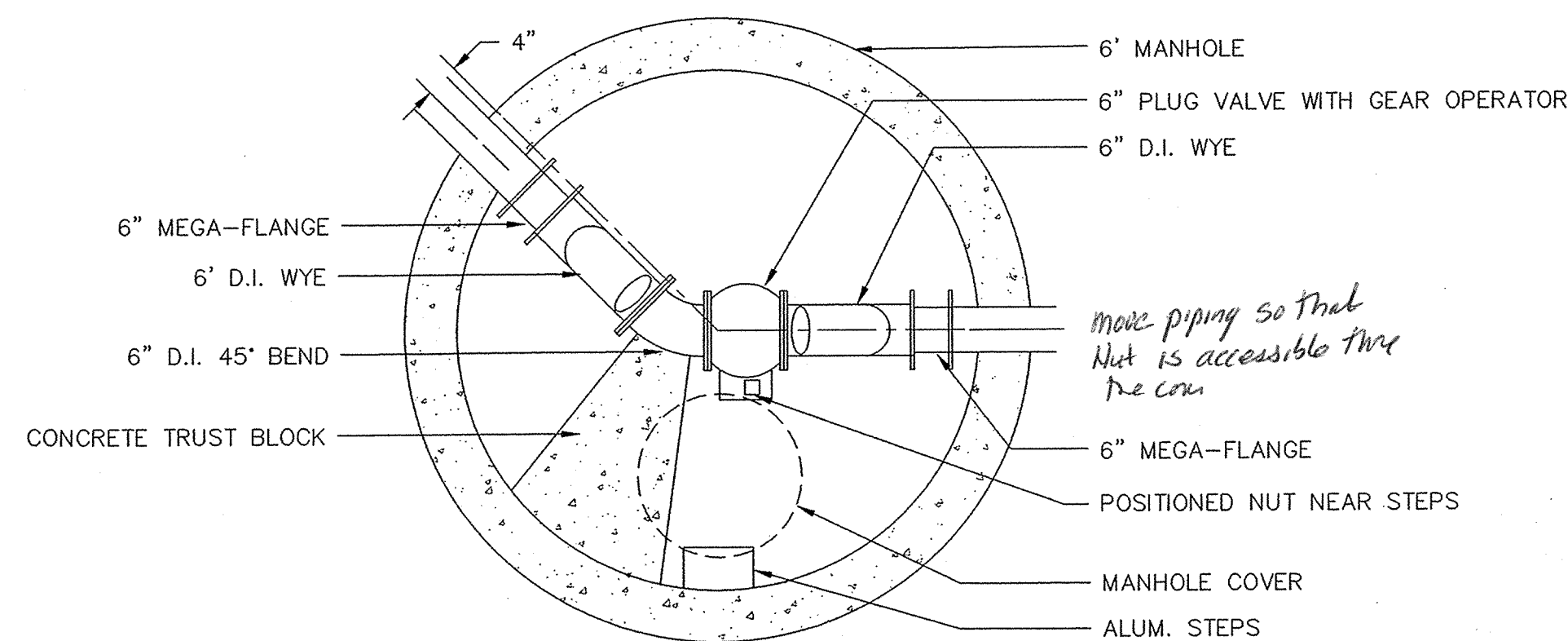




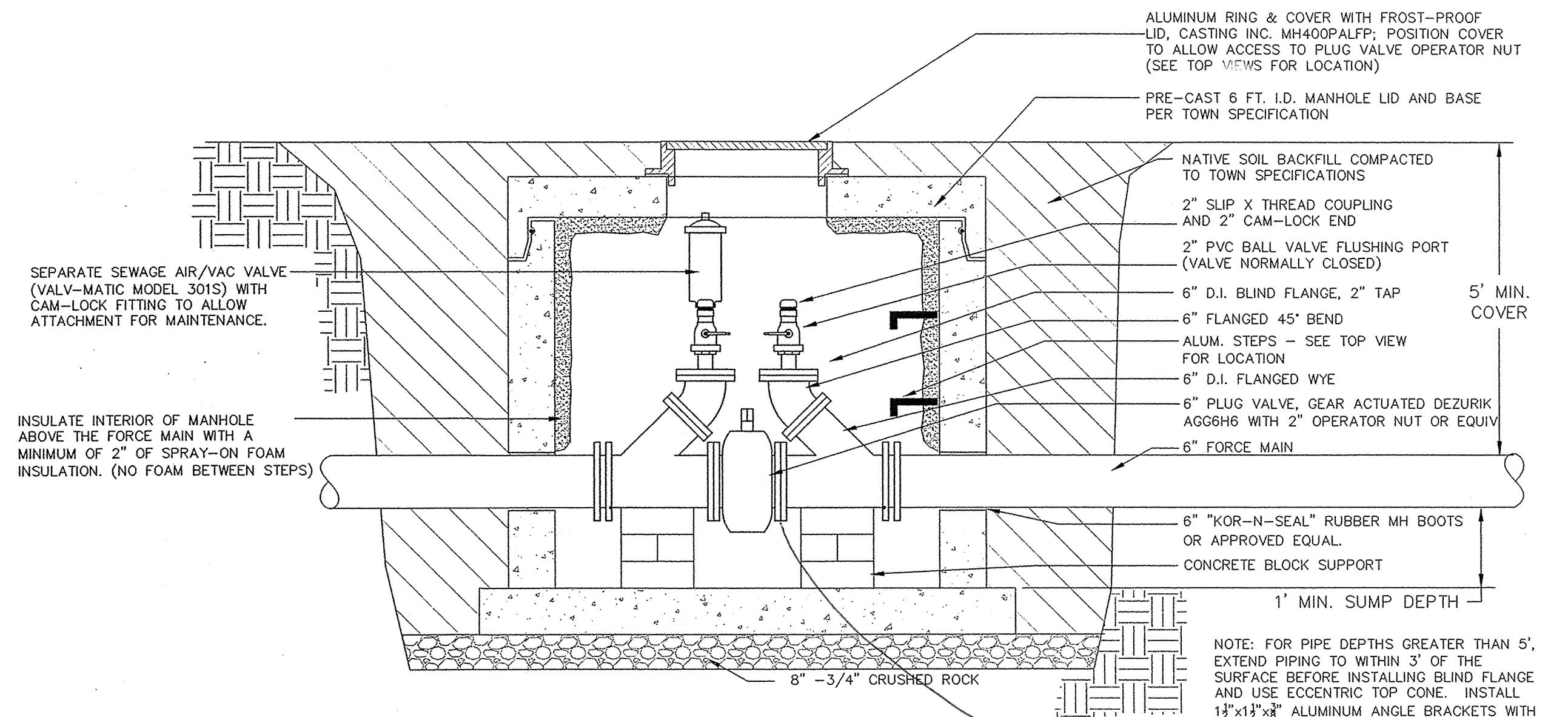
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NO SCALE



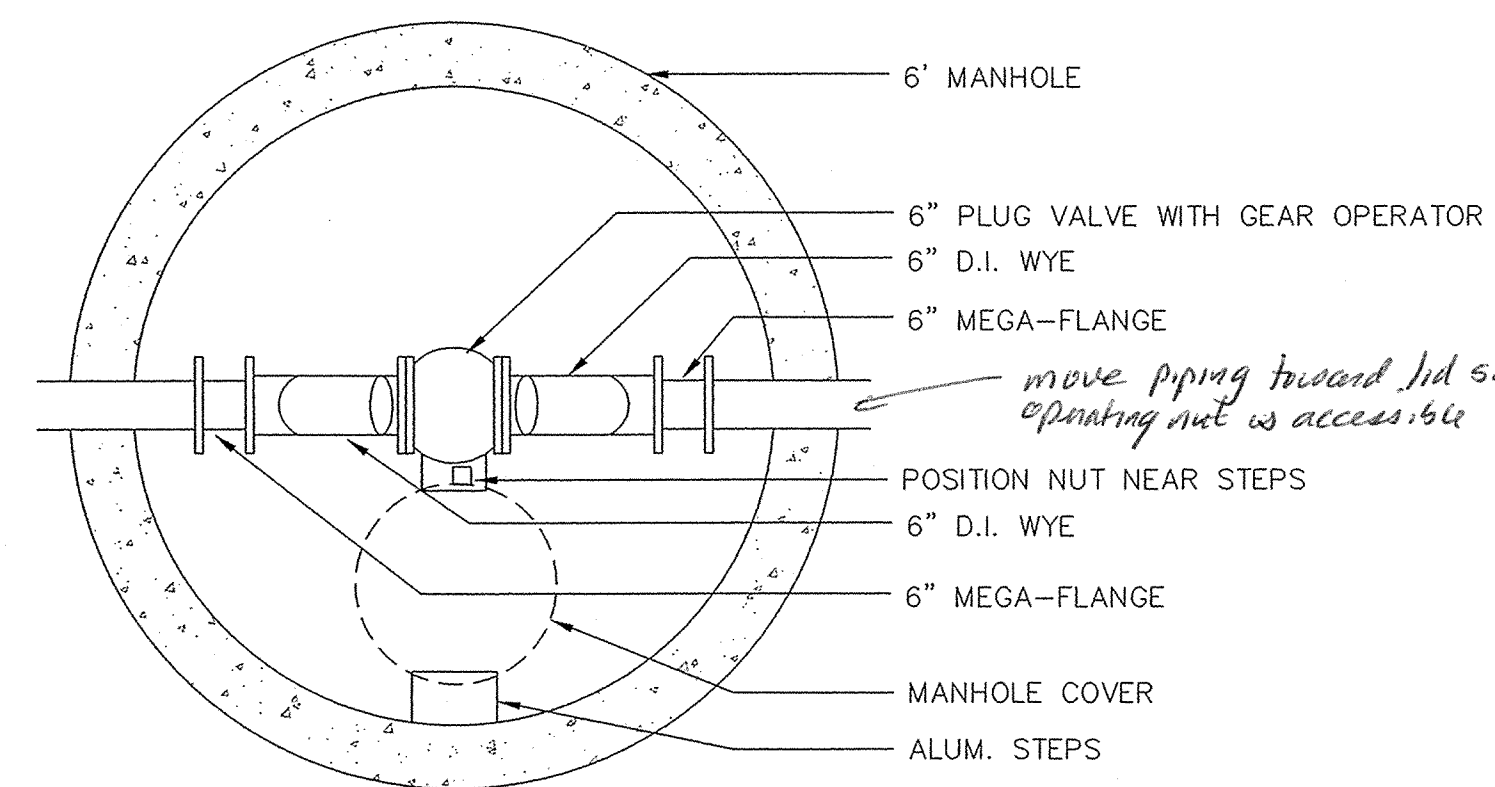
**TYPICAL PIPELINE INSULATION DETAIL**  
NO SCALE



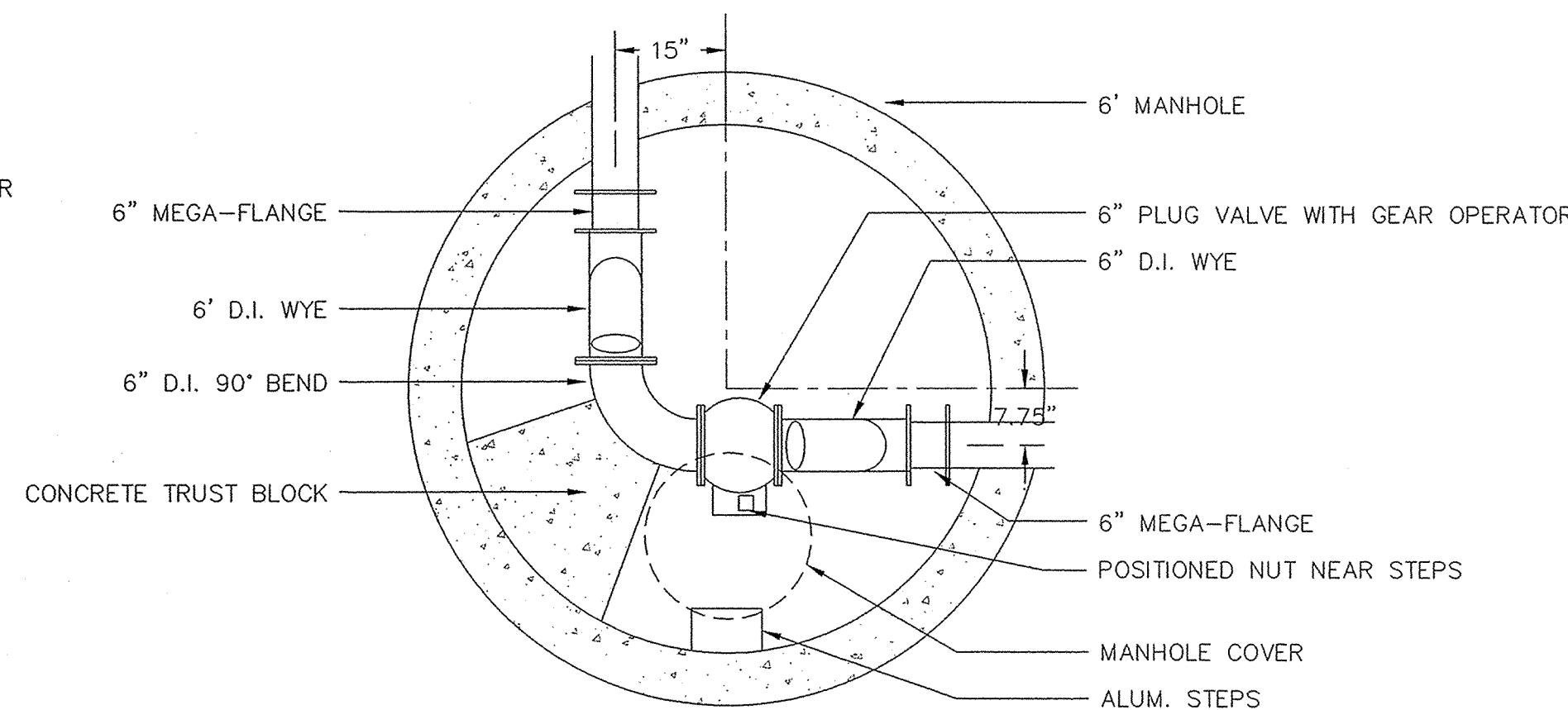
**TOP VIEW  
FORCE MAIN MANHOLE  
CLEAN-OUT/ FLUSHING VALVE VAULT - 135° TURN**  
NO SCALE



**SIDE VIEW  
FORCE MAIN MANHOLE  
CLEAN-OUT/ FLUSHING VALVE VAULT**  
NO SCALE



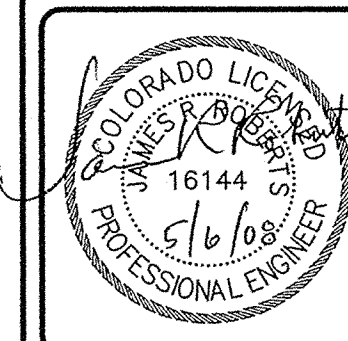
**TOP VIEW  
FORCE MAIN MANHOLE  
CLEAN-OUT/ FLUSHING VALVE VAULT - IN LINE**  
NO SCALE



**TOP VIEW  
FORCE MAIN MANHOLE  
CLEAN-OUT/ FLUSHING VALVE VAULT - 90° TURN**  
NO SCALE

NO.	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.	OURAY
WATER & SEWER DETAILS	
THE PRESERVE P.U.D.	
RIDGWAY, COLORADO	



DESIGNED BY:	SCALE:	CHECKED BY:	DATE ISSUED:
JRR	AS NOTED	JRR	5/5/08
DRAWN BY:	FILE NAME:	DATE COVER:	
TS	0556-COVER		

DWC JOB NO.:	0556
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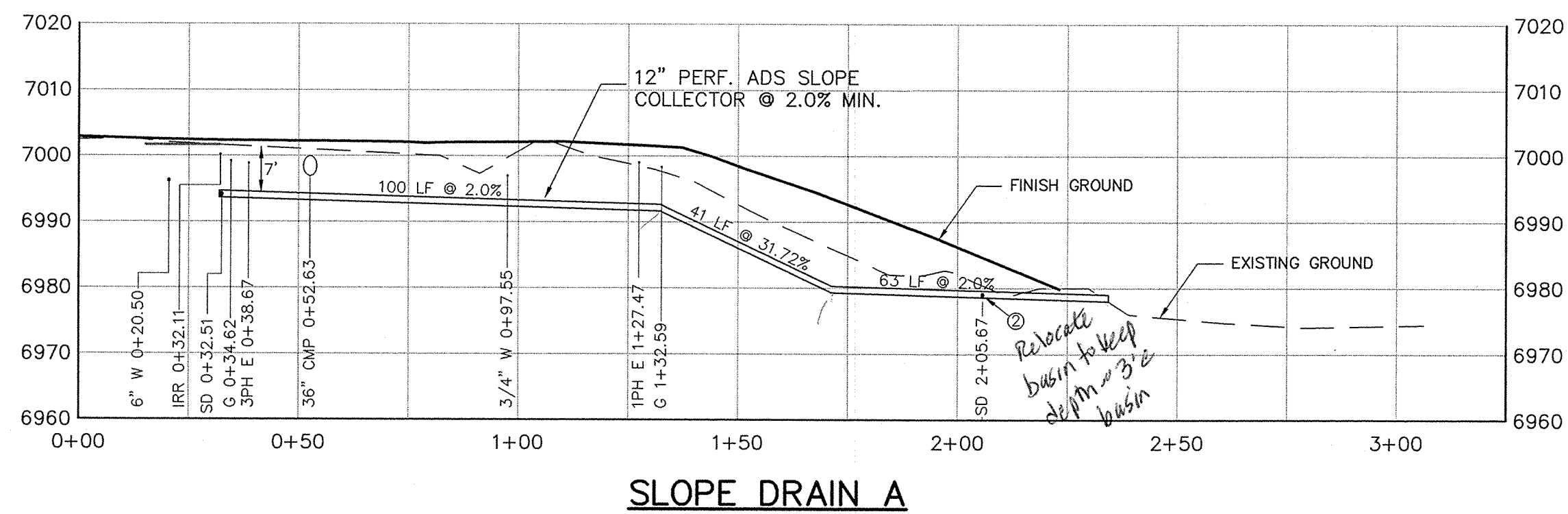
SHEET NO.:	5
SHEETS	24

Approved by  
6/11/08

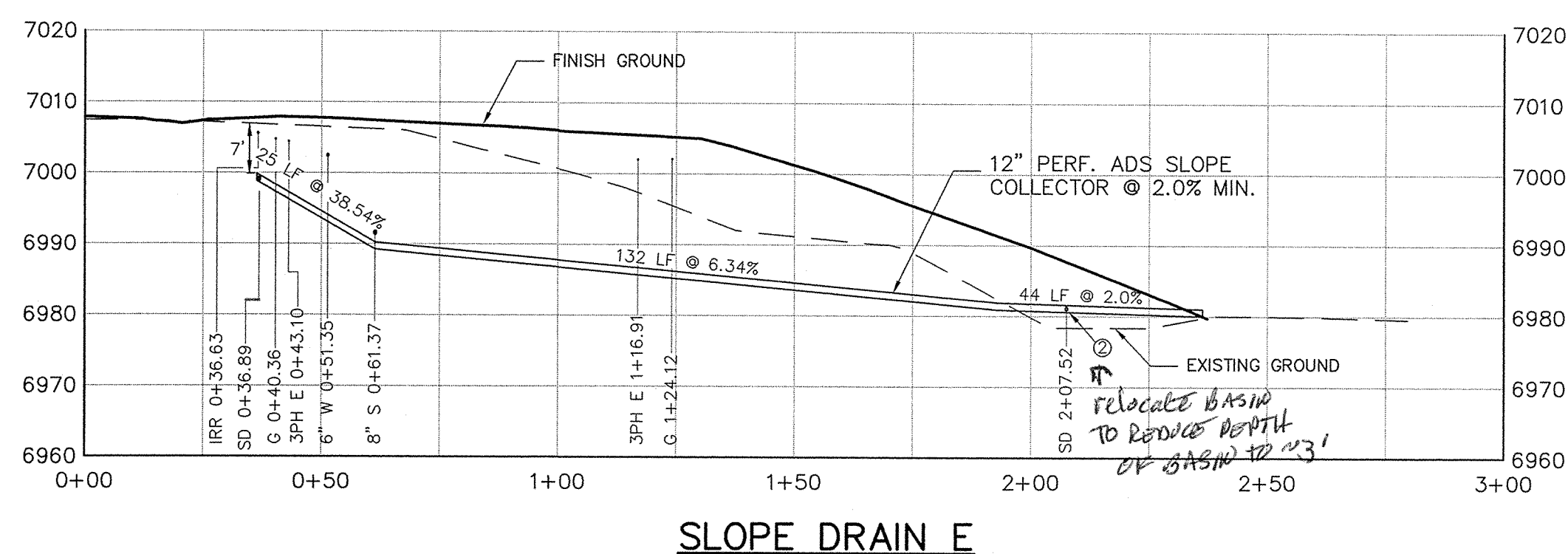




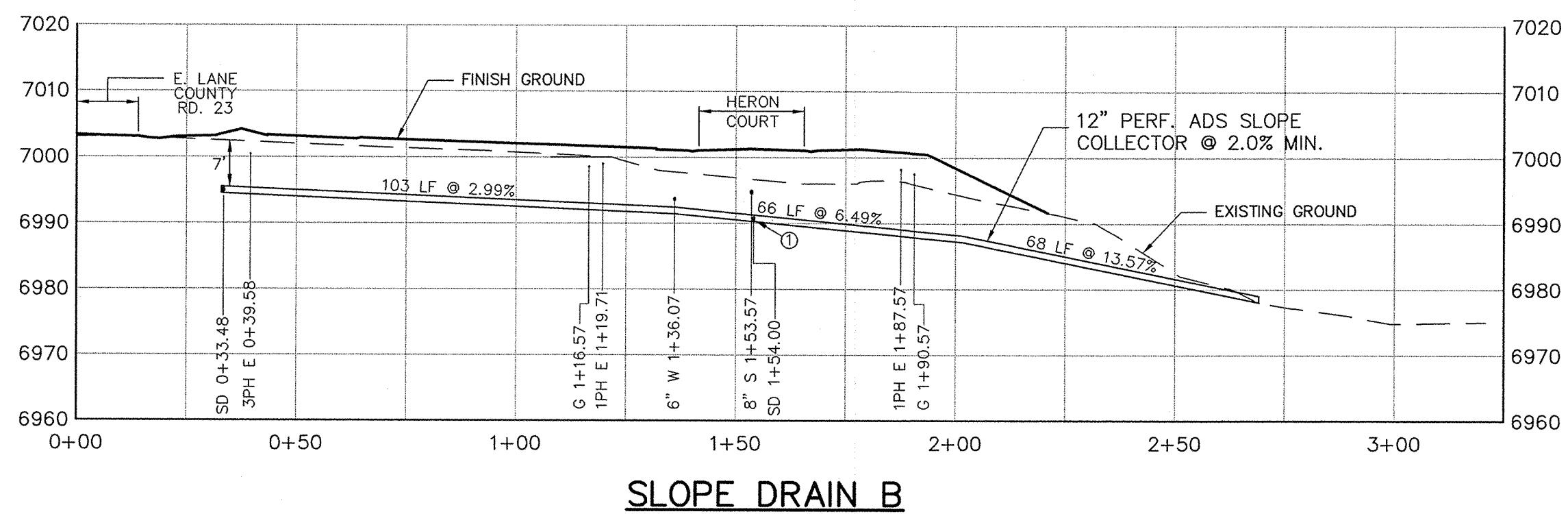




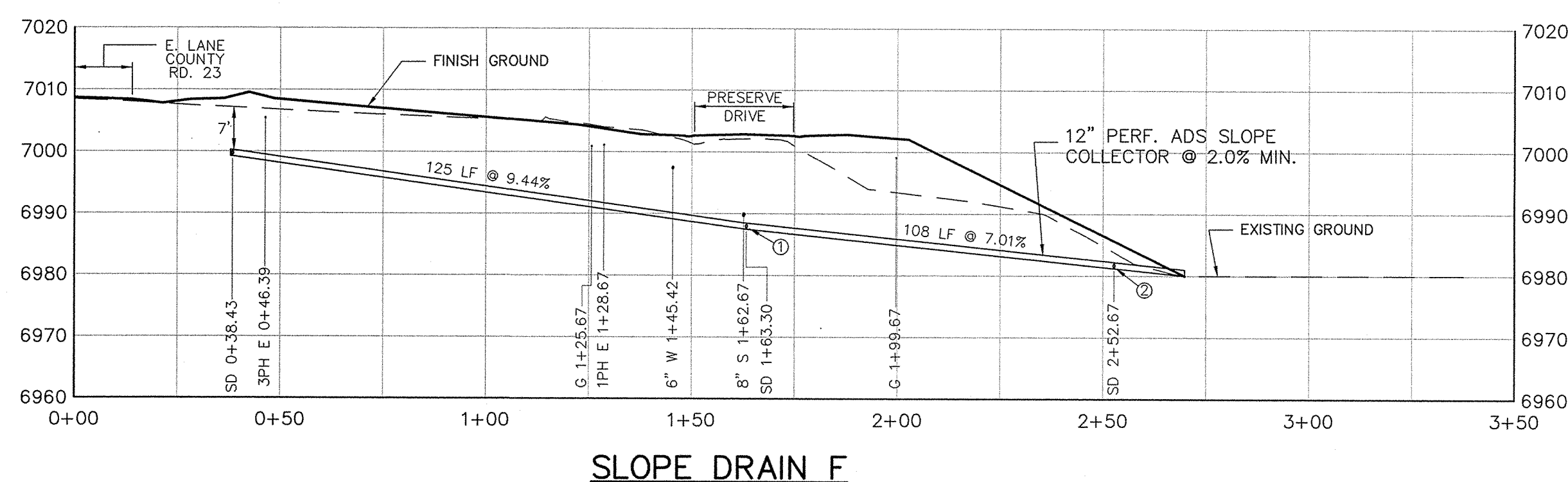
SLOPE DRAIN A



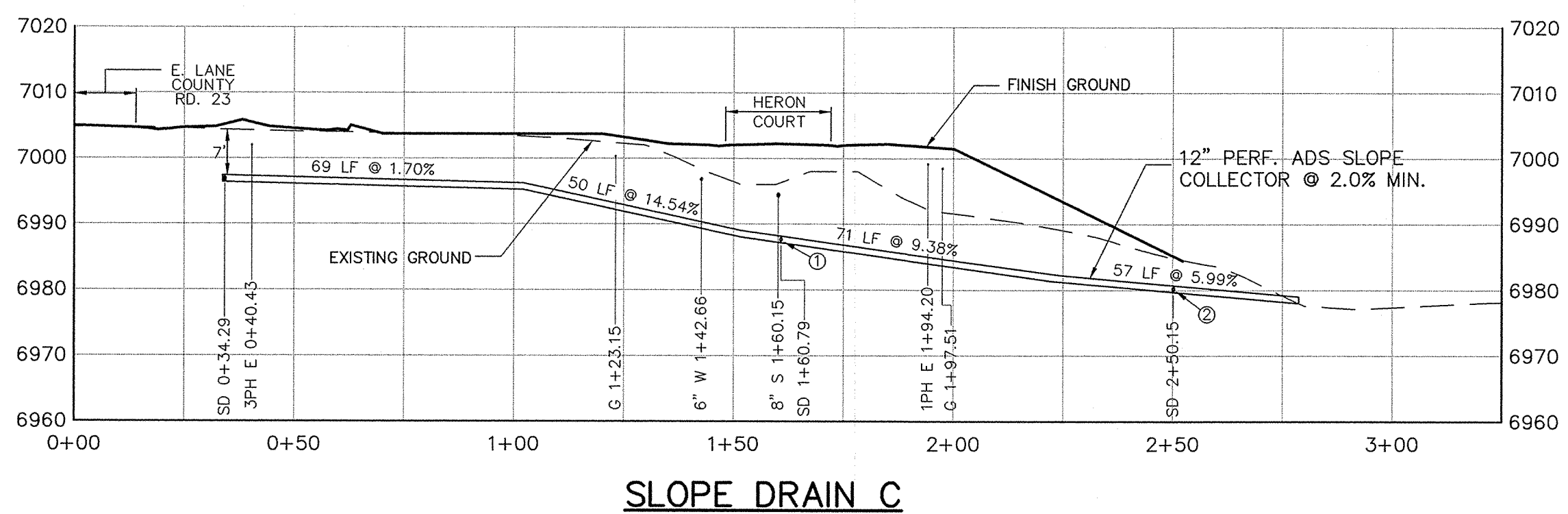
SLOPE DRAIN E



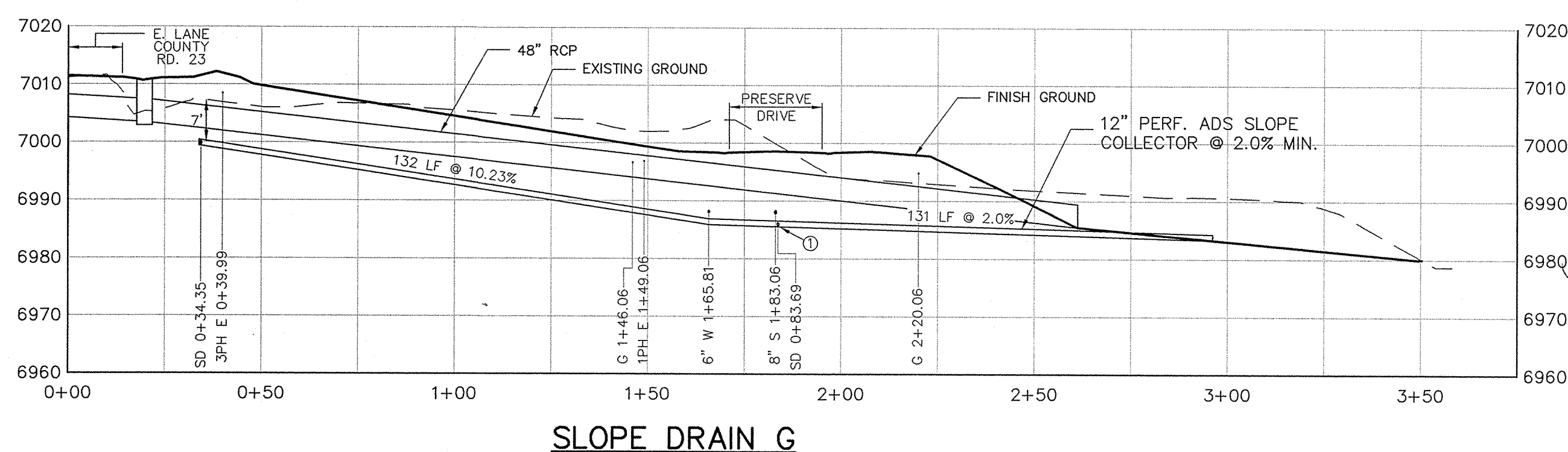
SLOPE DRAIN B



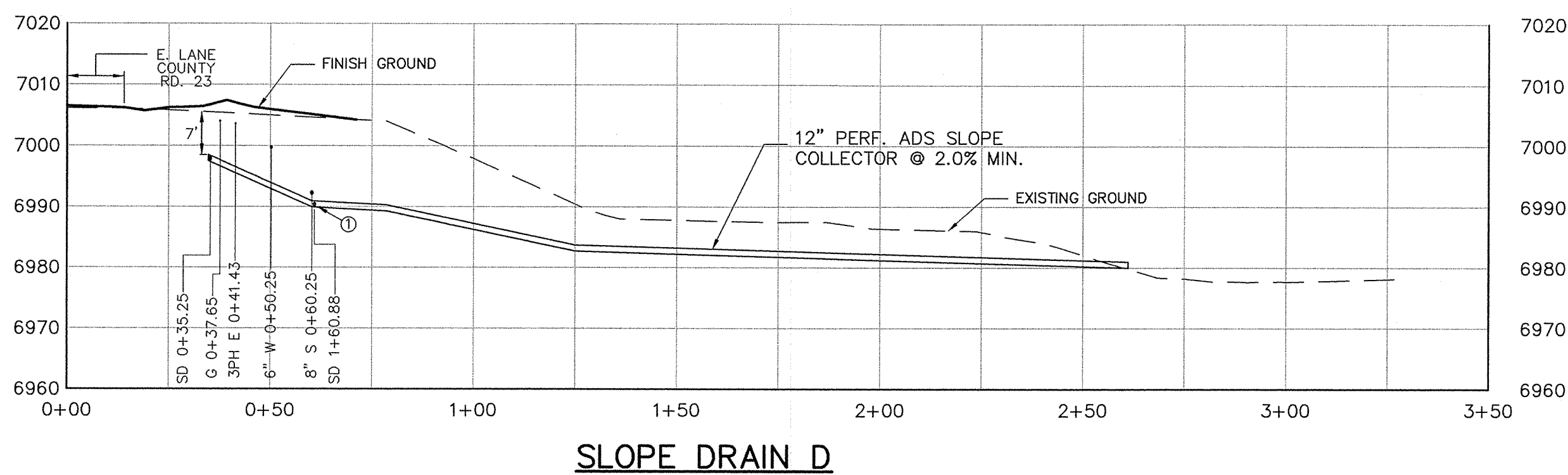
SLOPE DRAIN F



SLOPE DRAIN C



SLOPE DRAIN G

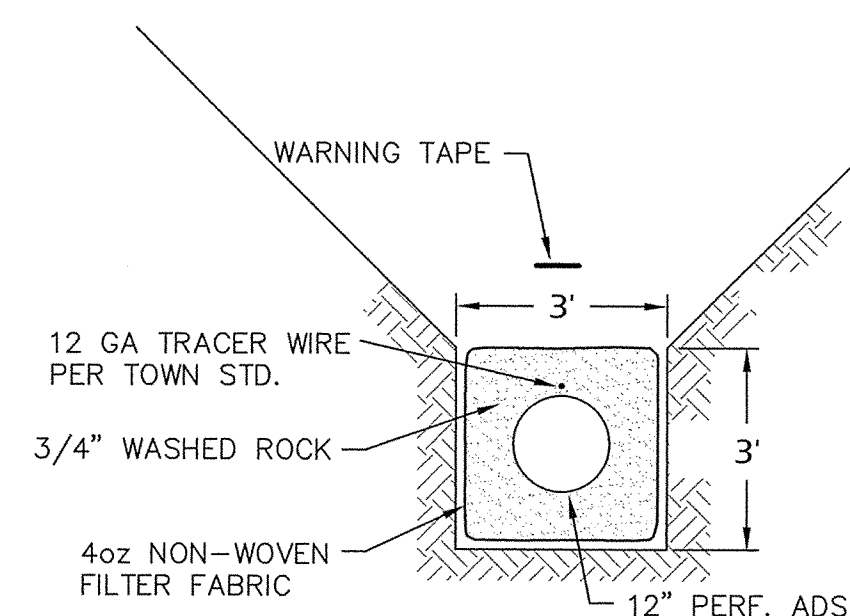


SLOPE DRAIN D

NOTE:

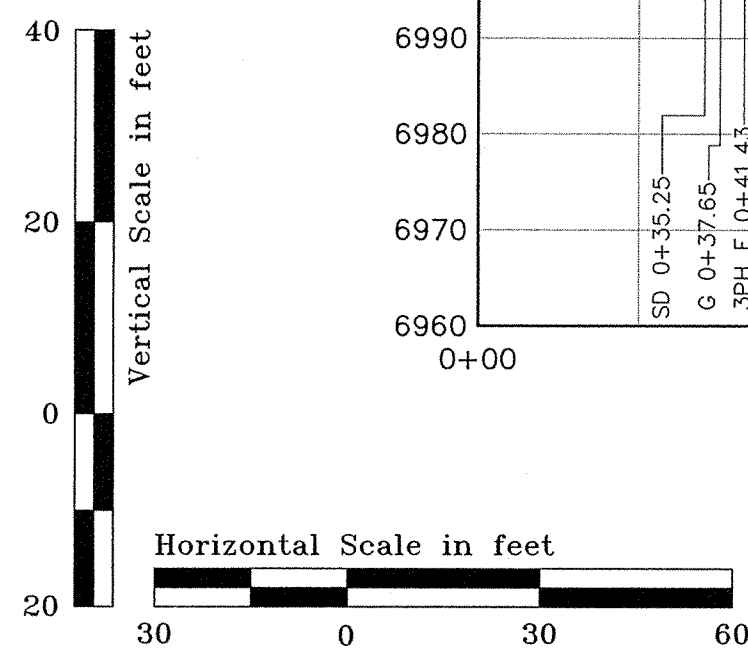
- 1 CONNECT SEWER SUBDRAIN (UPPER SLOPE DRAIN)
- 2 CONNECT LOWER SLOPE DRAIN

Do NOT REDUCE DEPTH OF SEEP LINES  
UP APPROVED CHANGE ORDER. OK  
TO DEEPER LINES w/o CHANGE ORDER  
BUT MUST TRACK CHANGES & DEPTHS  
FOR AS BUILTS



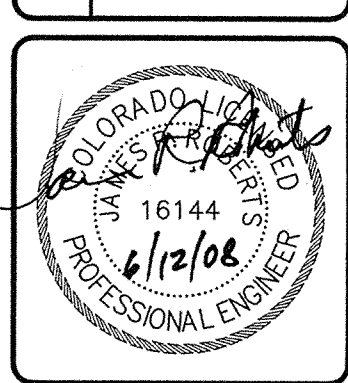
12" SLOPE DRAIN DETAIL

NTS



NO	DATE	REVISIONS	BY
4	6/05/08	REVIEW COMMENTS DATED 6/04/2008	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

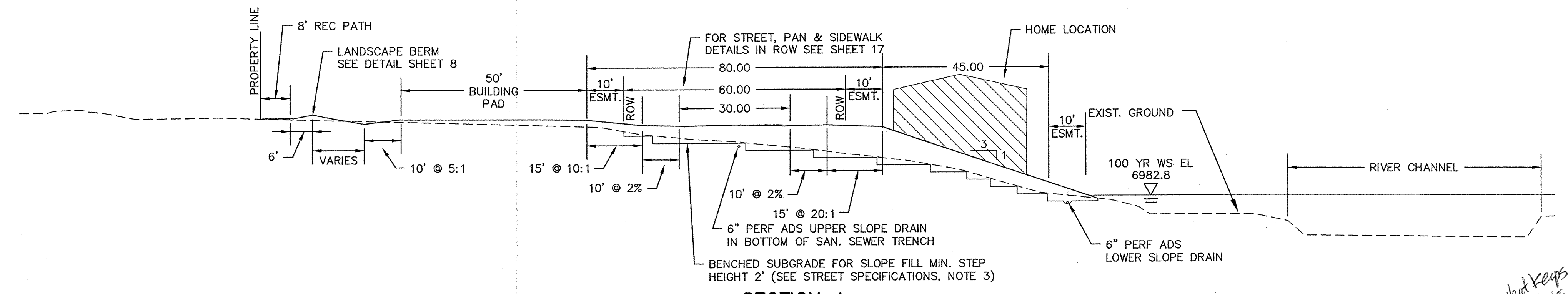
RIDGWAY RIVER DEVELOPMENT, LLC.	OURAY
ADDITIONAL SLOPE DRAIN	
COLLECTOR PIPE PROFILES	
THE PRESERVE P.U.D.	
RIDGWAY, COLORADO	



DEL-MONT CONSULTANTS, INC.	JRR	5/5/08
ENGINEERING & SURVEYING	AS NOTED	
123 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 fax	TS	0556-ba01
www.delmont.com • info@delmont.com		

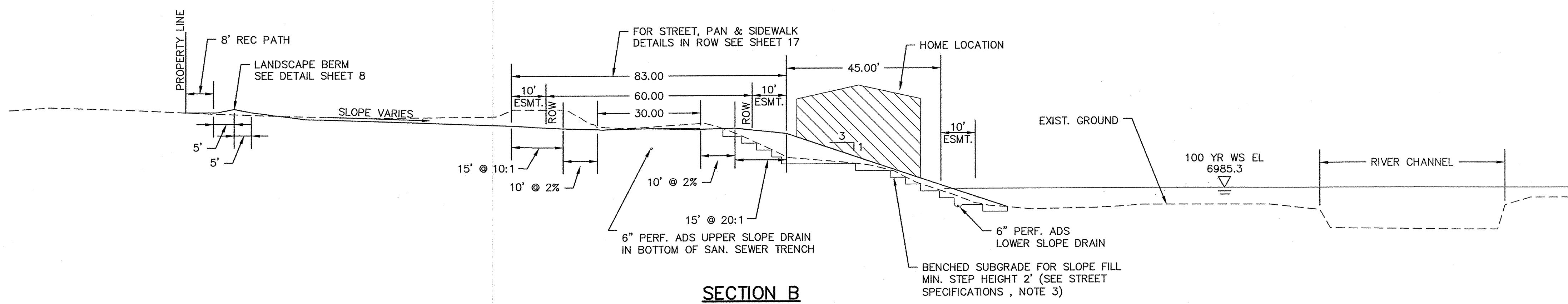
0556
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6a
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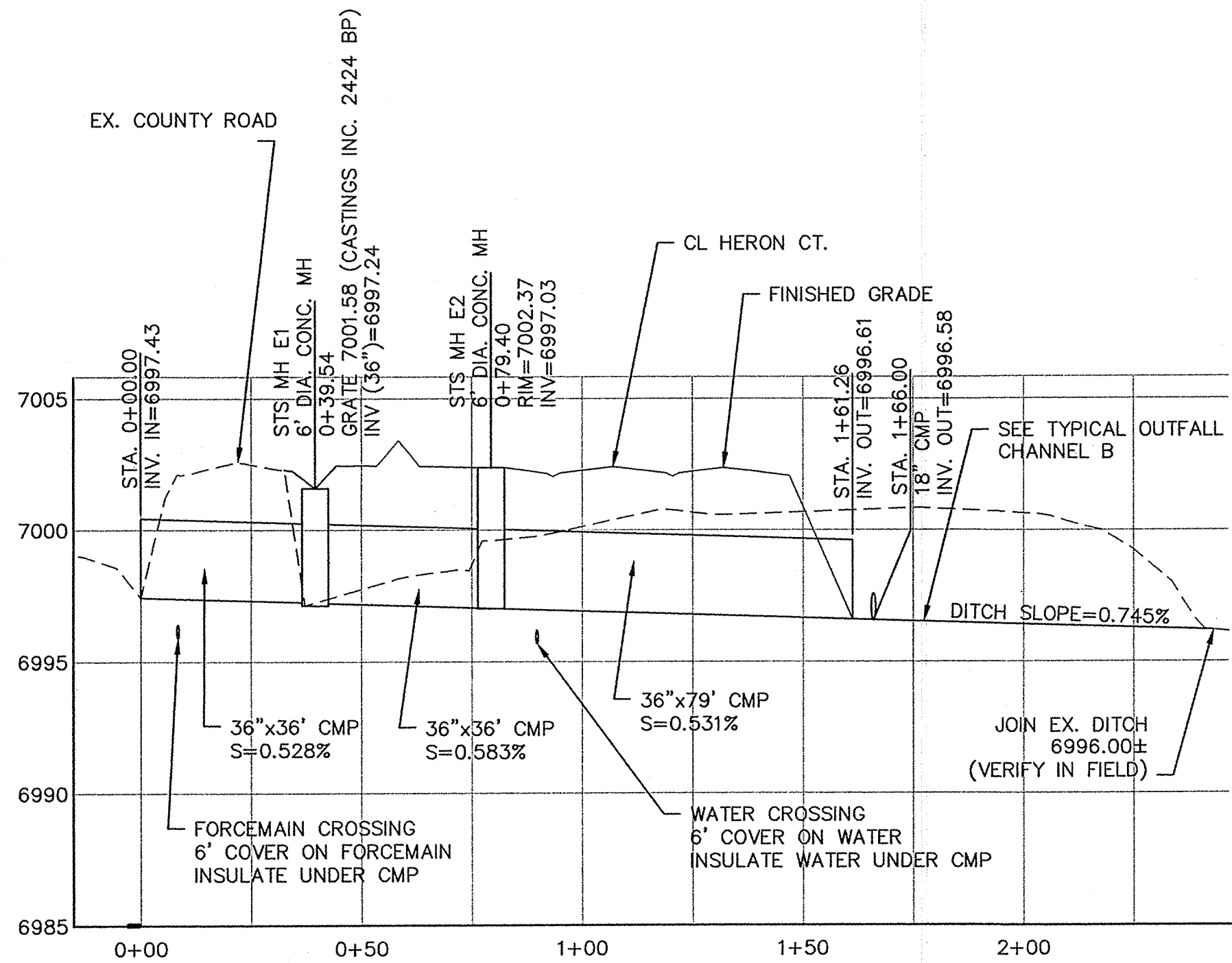


**SECTION A**  
**TYPICAL NORTH SIDE SECTION**  
**(LOOKING NORTH)**  
 1" = 20'

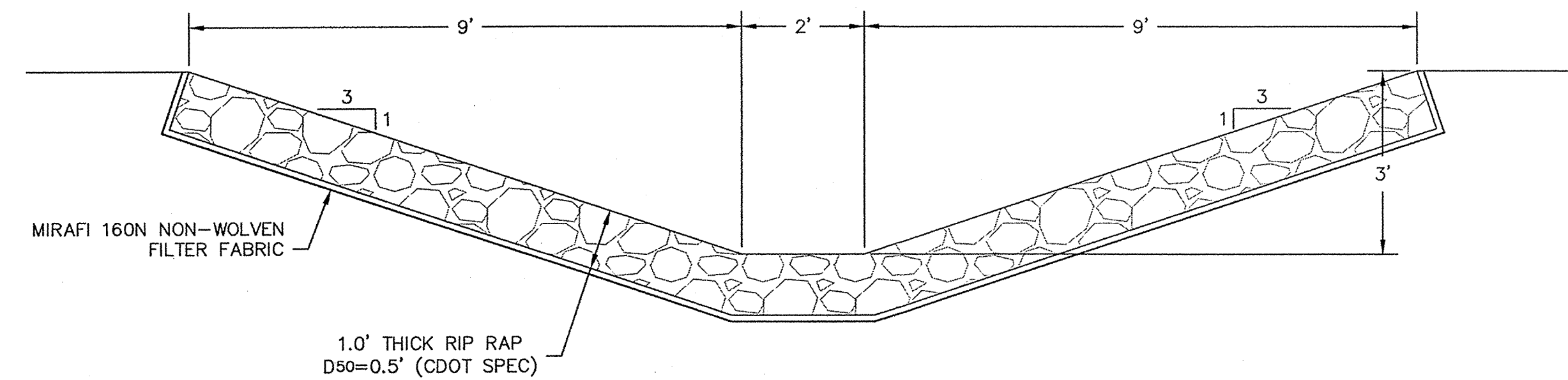
*What keeps high water from getting into stream?*



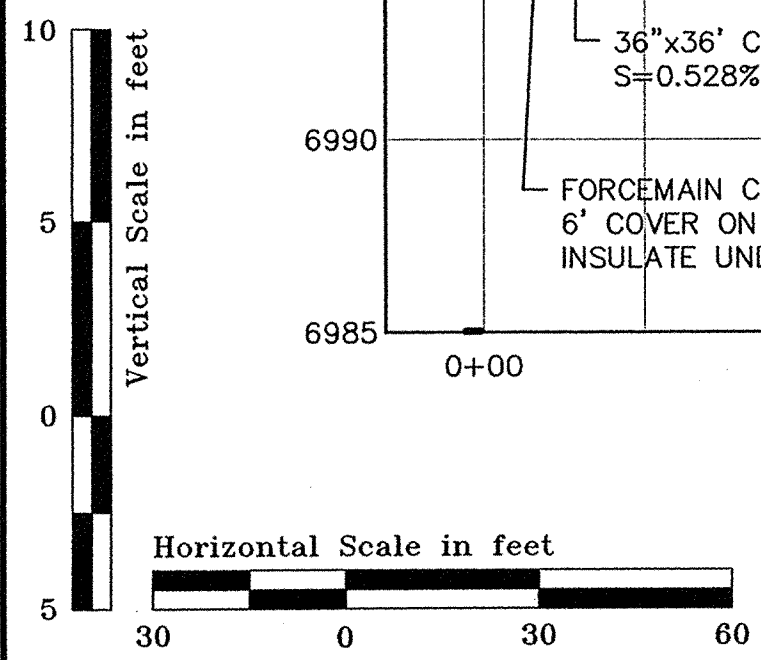
**SECTION B**  
**TYPICAL SOUTH SIDE SECTION**  
**(LOOKING NORTH)**  
 1" = 20'



**DETAIL E**  
**CHANNEL B PLAN & PROFILE**

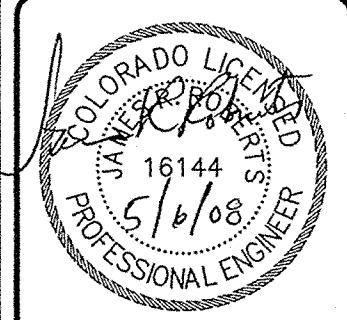


**TYPICAL OUTFALL CHANNEL B**  
 1"=2'



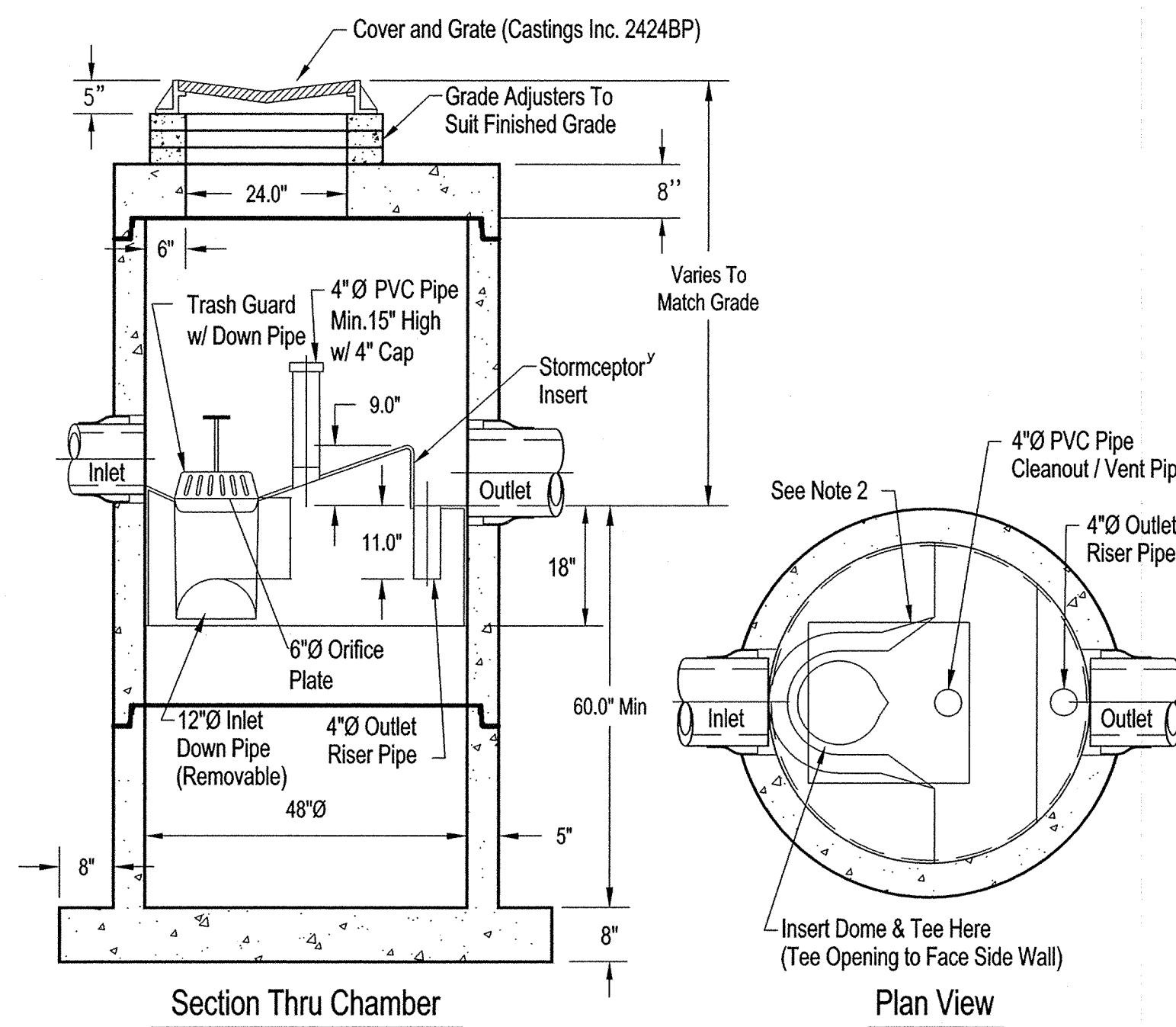
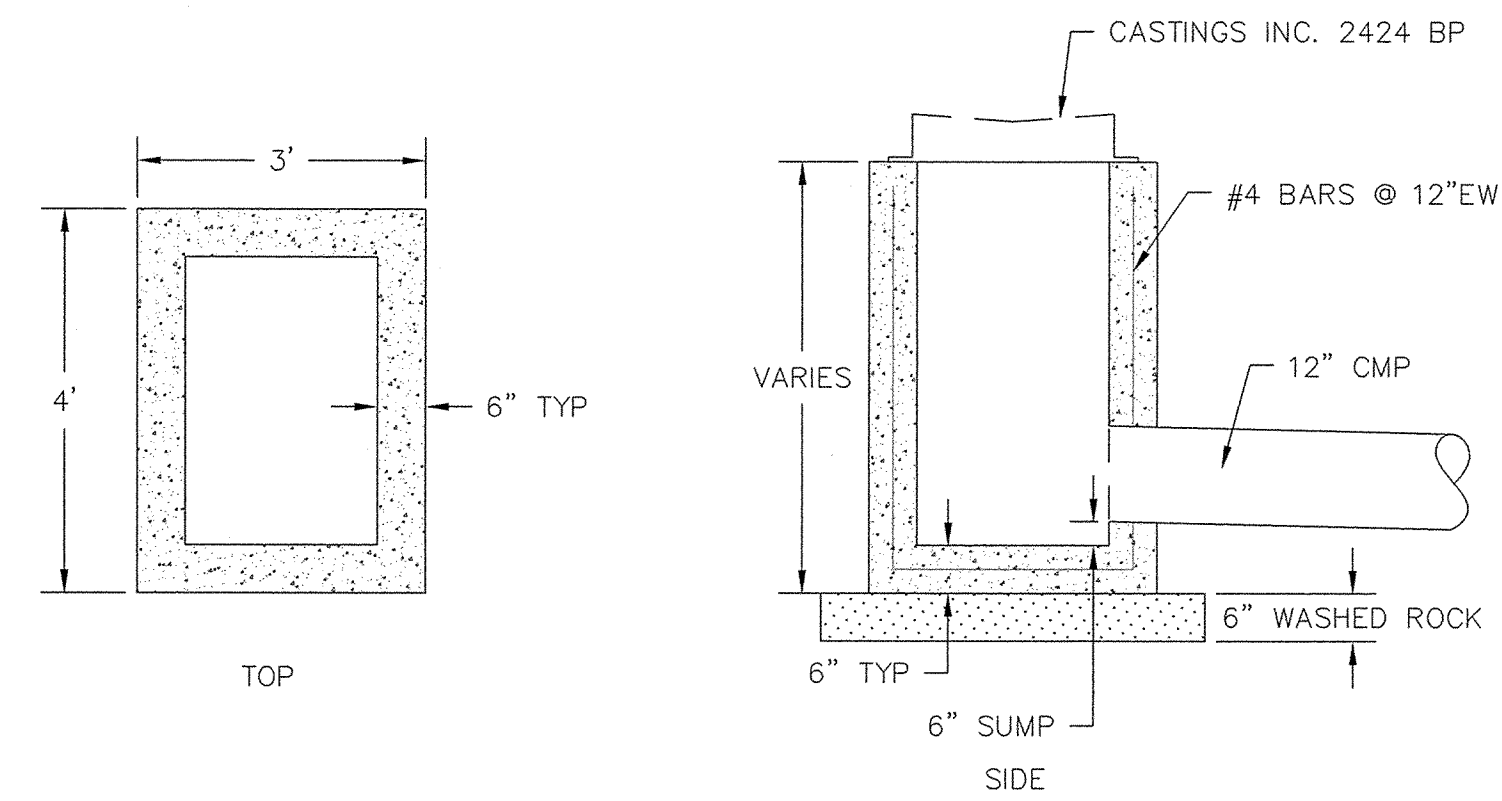
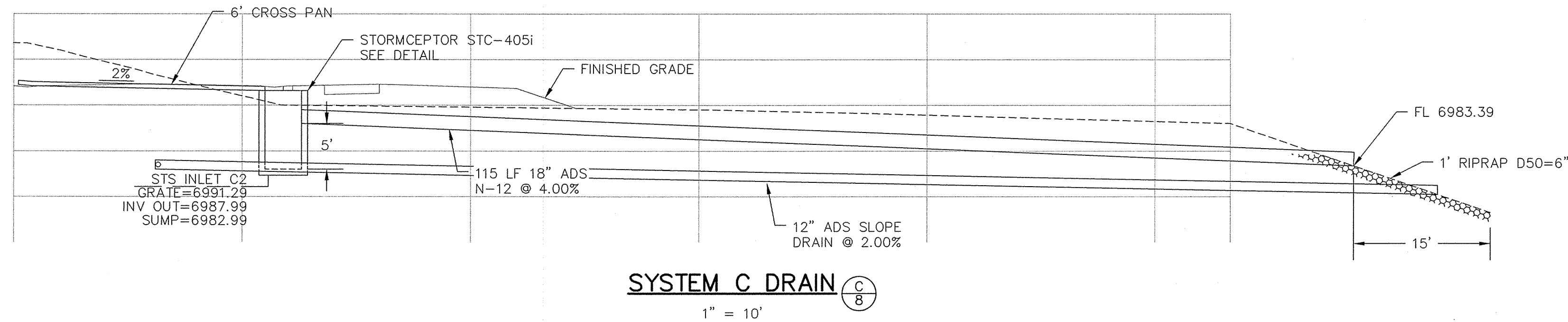
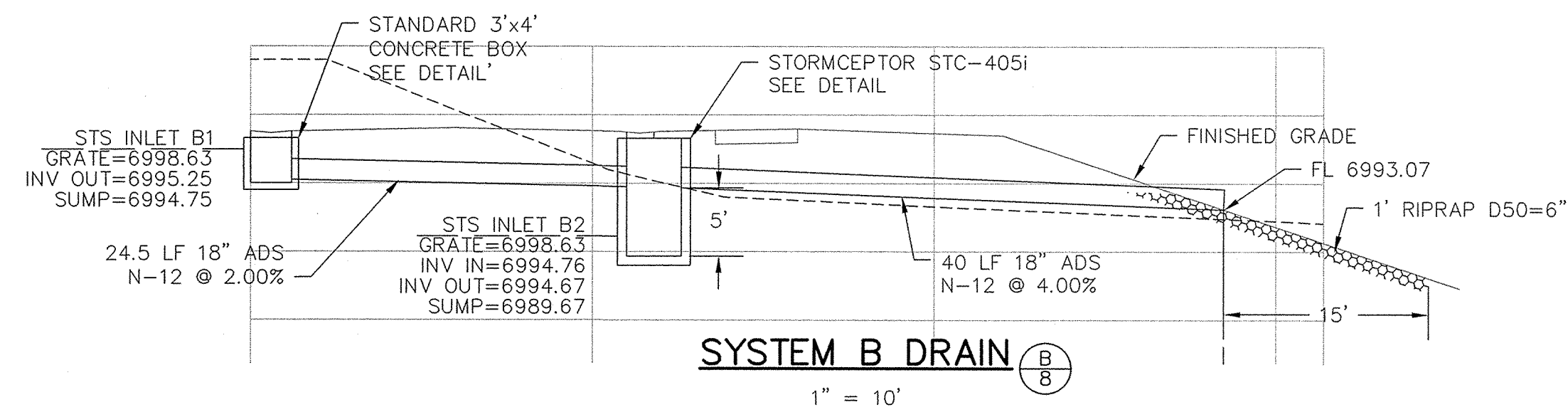
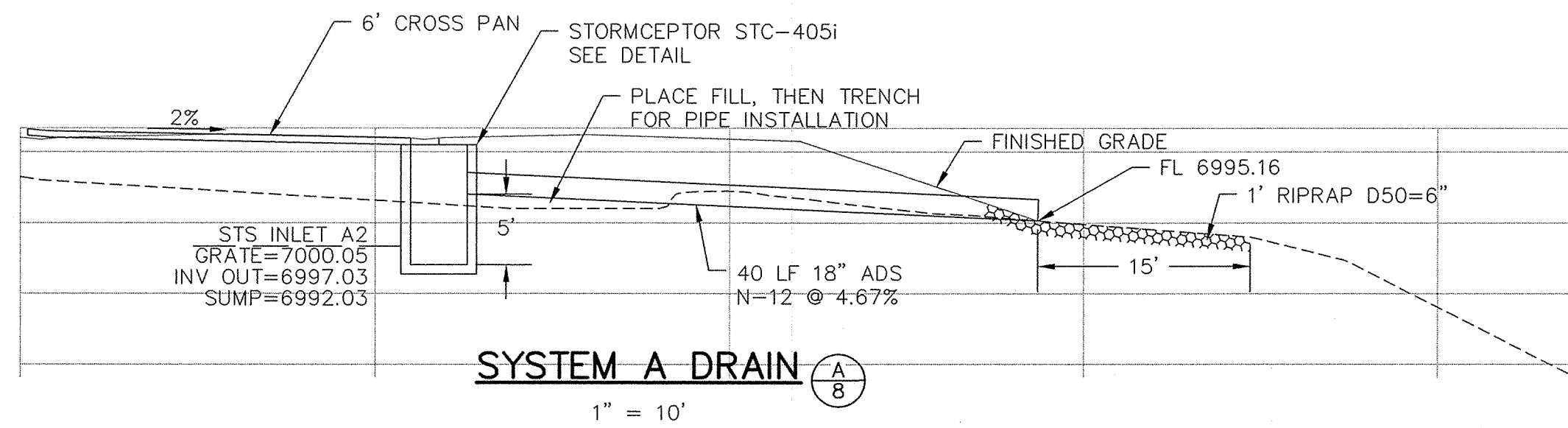
NO	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.  
 GRADING AND DRAINAGE  
 THE PRESERVE P.U.D.  
 RIDGWAY, COLORADO  
 OURAY



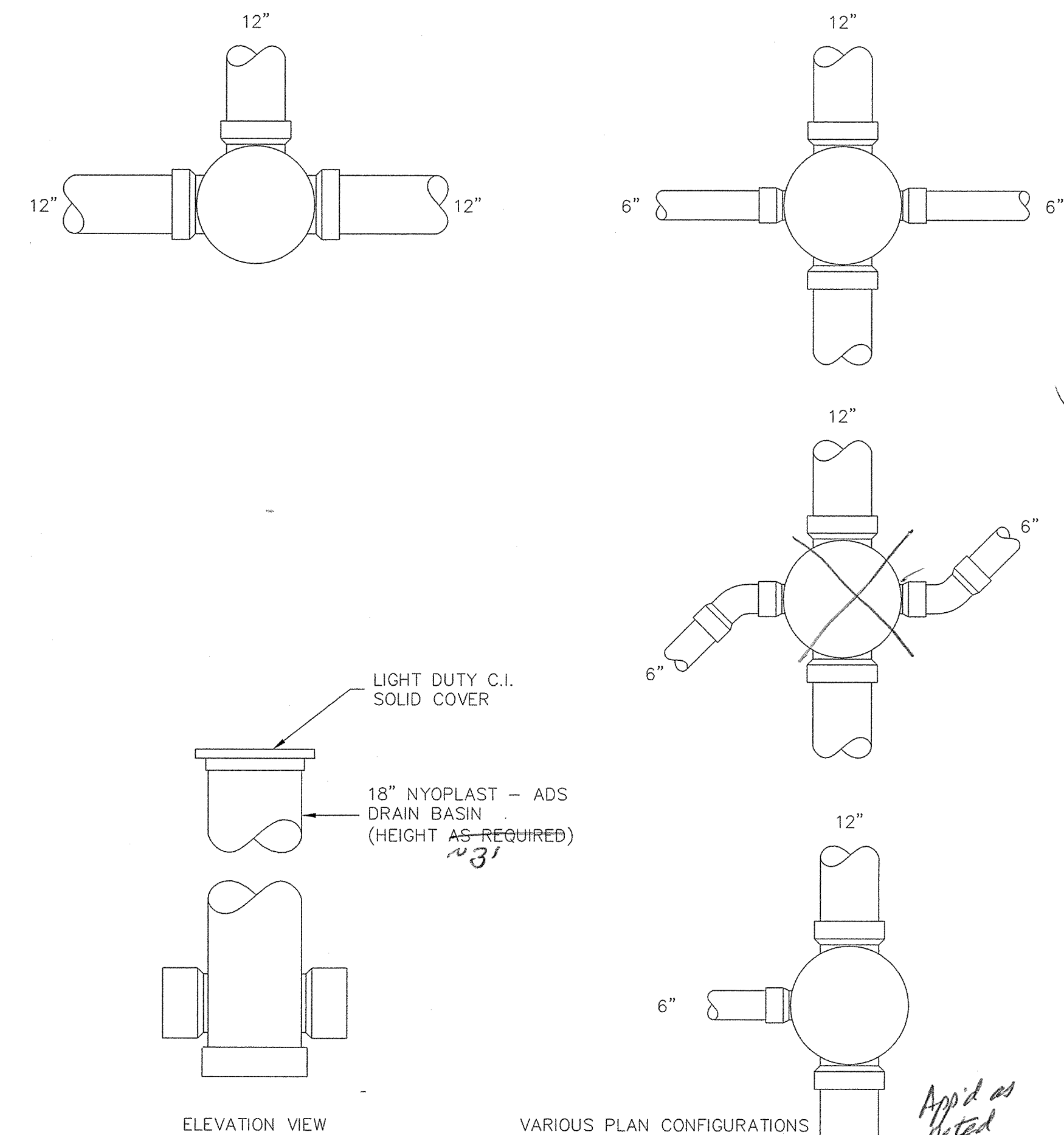
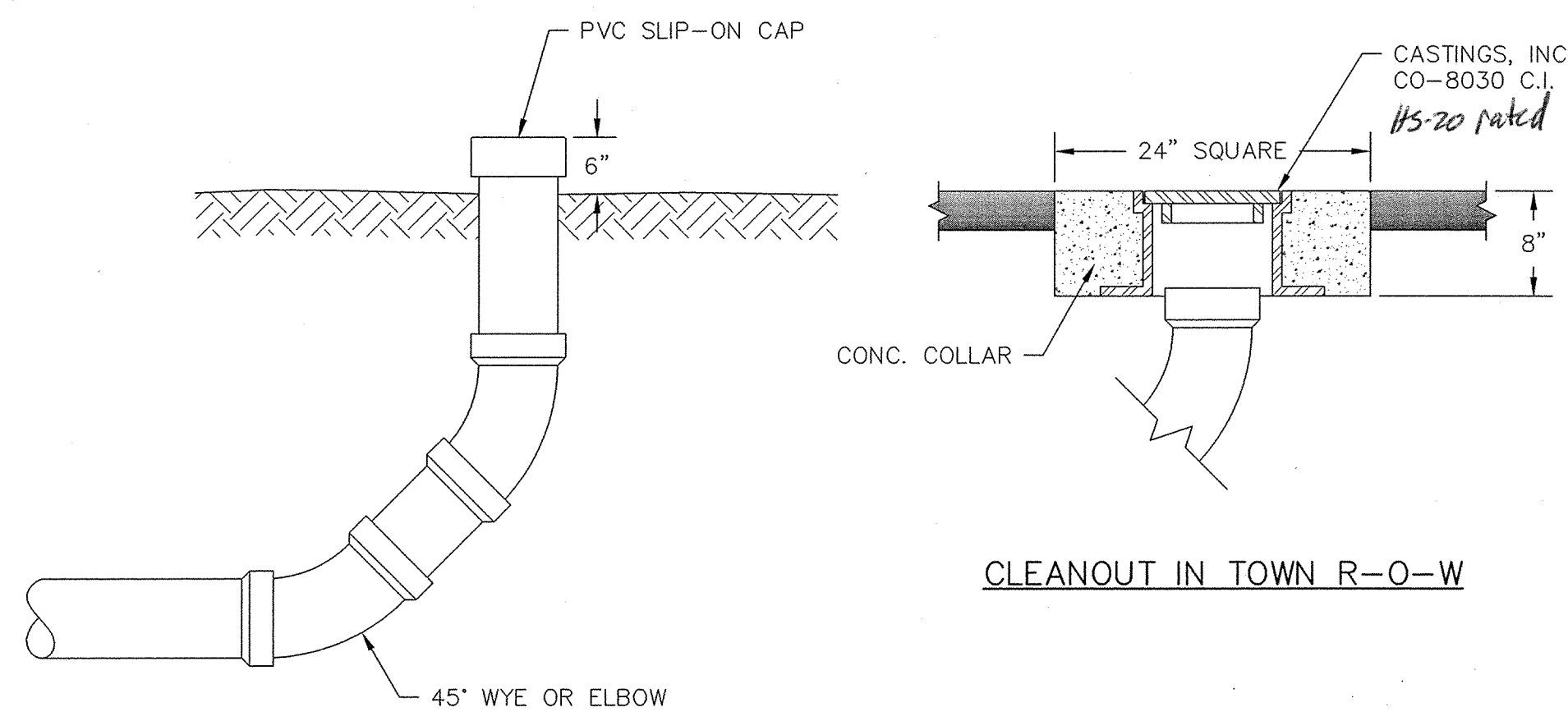
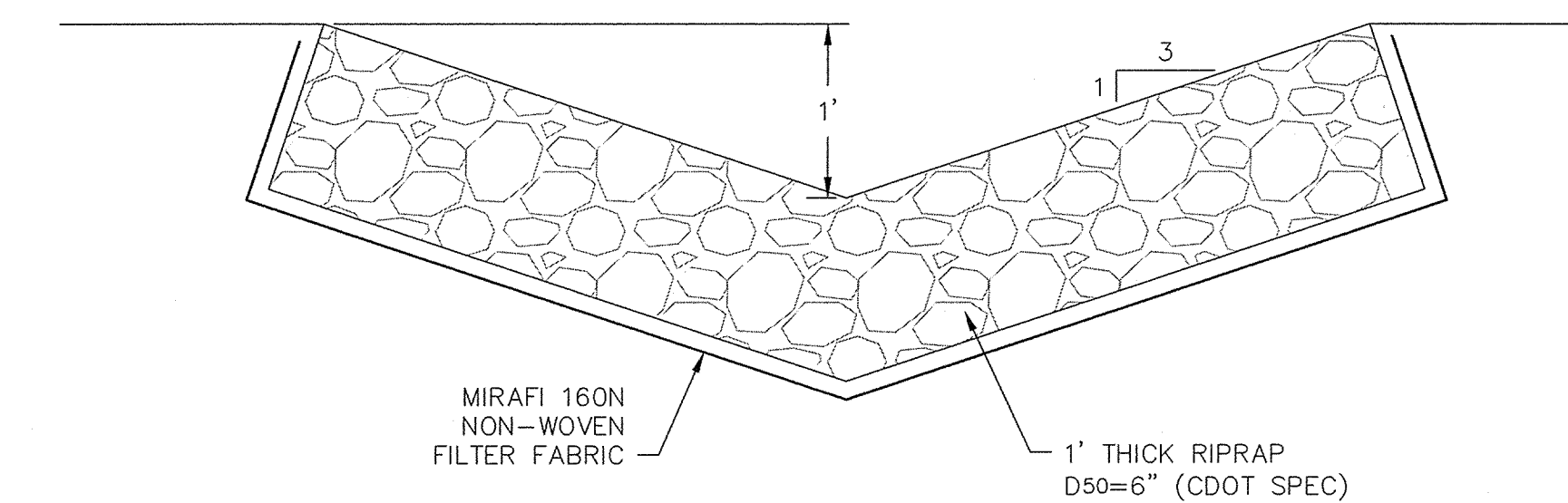
DESIGNED BY: JRR	SCALE: AS NOTED	DATE ISSUED: 5/5/08
CHECKED BY: JRR	FILE NAME: 0556-ba01	
DRAWN BY: TS		





- Notes:
1. The use of a Flexible Connection is recommended at The Inlet and Outlet Pipe.
  2. The Cover should be positioned over The Inlet Drop Pipe and The Vent Pipe.
  3. The Stormceptor System is protected by one or more of the following U.S. Patents: #4985148, #5498331, #5725760, #5753115, #5849181, #6068765, #6371690.
  4. Contact a Concrete Pipe Division representative for details not listed on this sheet.

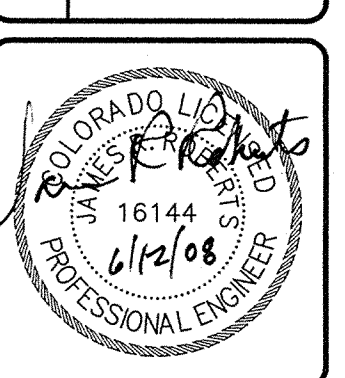
Rinker 027



App'd as Noted  
6/11/08

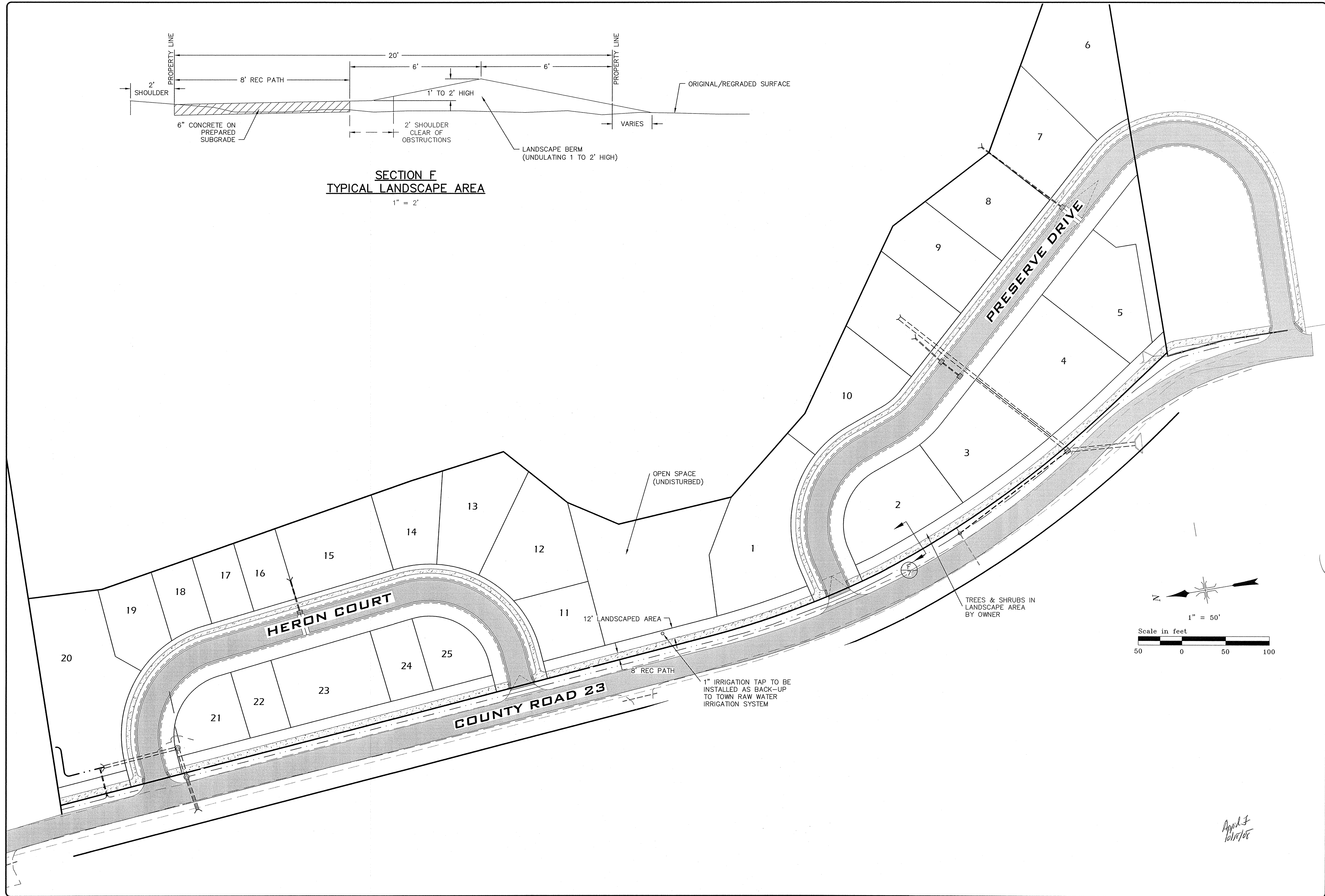
NO	DATE	REVISIONS	BY
4	6/05/08	REVIEW COMMENTS DATED 06/04/08	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.	OURAY
DRAINAGE DETAILS	THE PRESERVE P.U.D.
RIDGWAY, COLORADO	



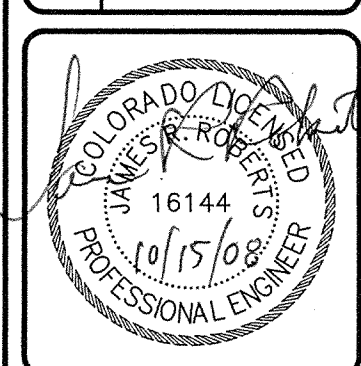
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SCALE: AS NOTED	FILE NAME: 0556-ba01	
PROJECT NO: 0556		

SHEET NO: 8	SHEETS: 24
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NO	DATE	REVISIONS	BY
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.  
LANDSCAPE AREA  
THE PRESERVE P.U.D.  
RIDGWAY, COLORADO



<b>DMC</b> DEL-MONT CONSULTANTS, INC. ENGINEERING SURVEYING 1000 Colorado Blvd., Suite 100 Broomfield, CO 80020 www.del-mont.com • service@del-mont.com	DESIGNED BY:	JRR	DATE ISSUED:	5/5/08
	CHECKED BY:	JRR	DATE ISSUED:	5/5/08
SCALE:	AS NOTED	FILE NAME:	0556-ba01	
TITLE:	TS			

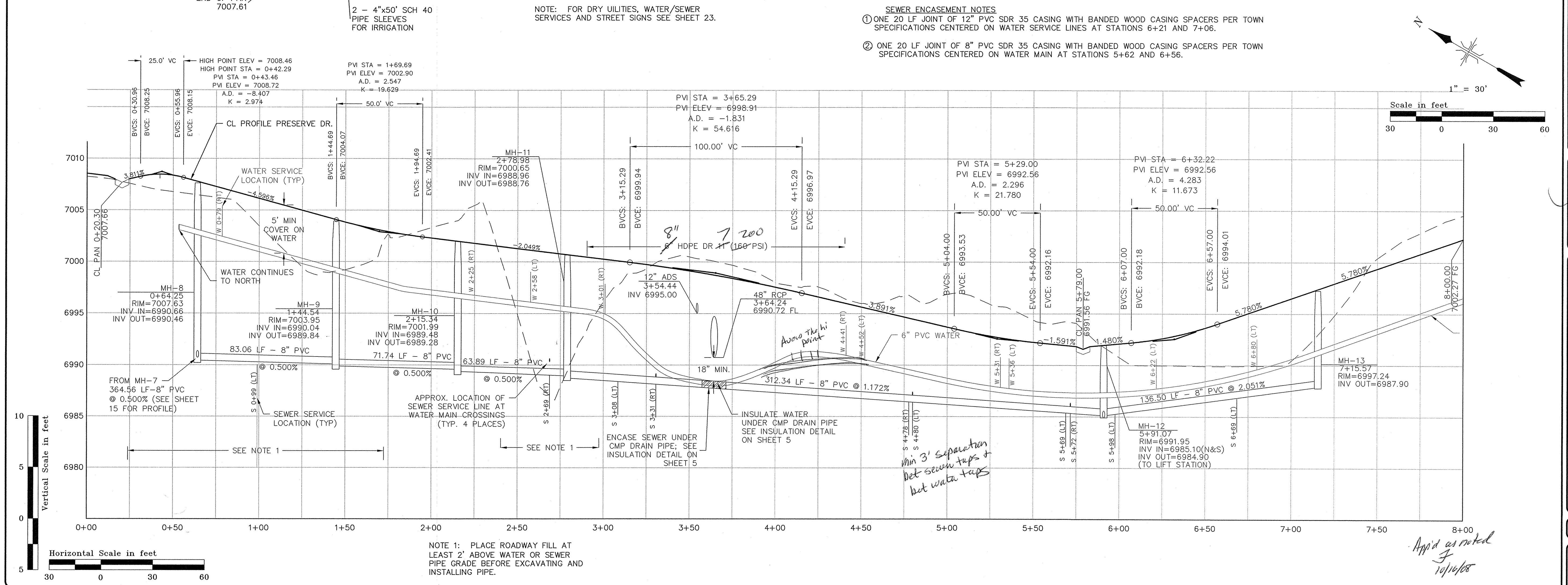
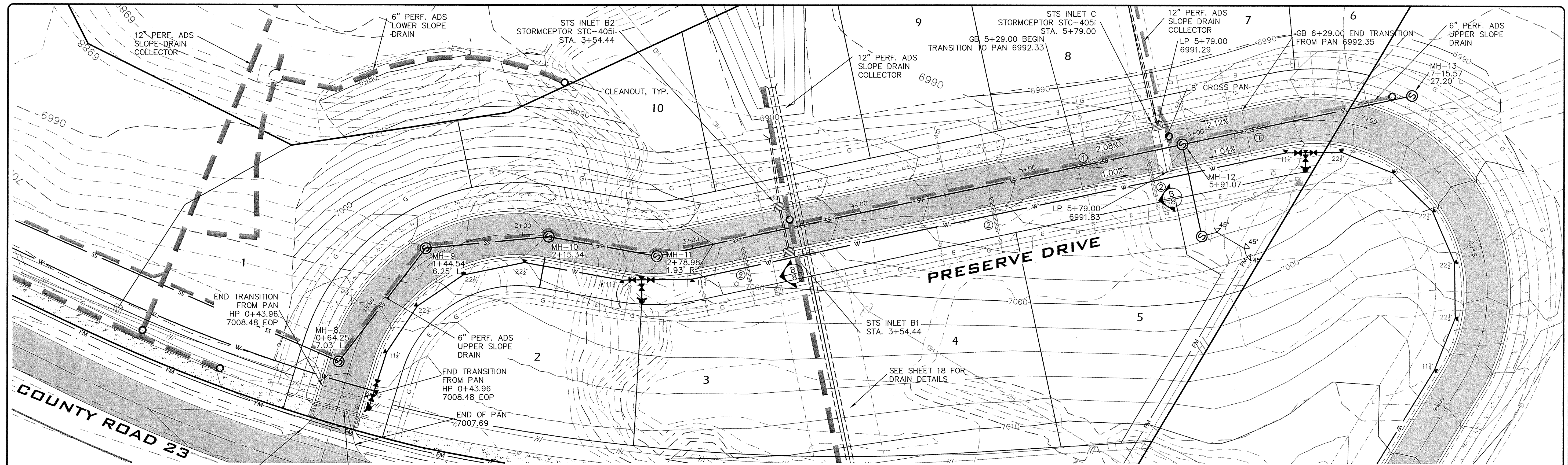
SHEET NO.: 0556

9  
24 SHEETS



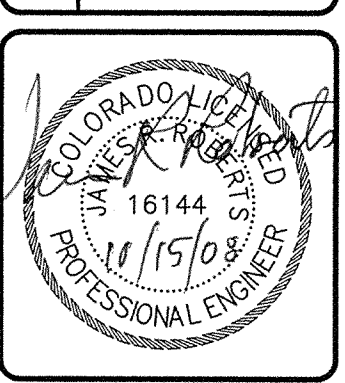






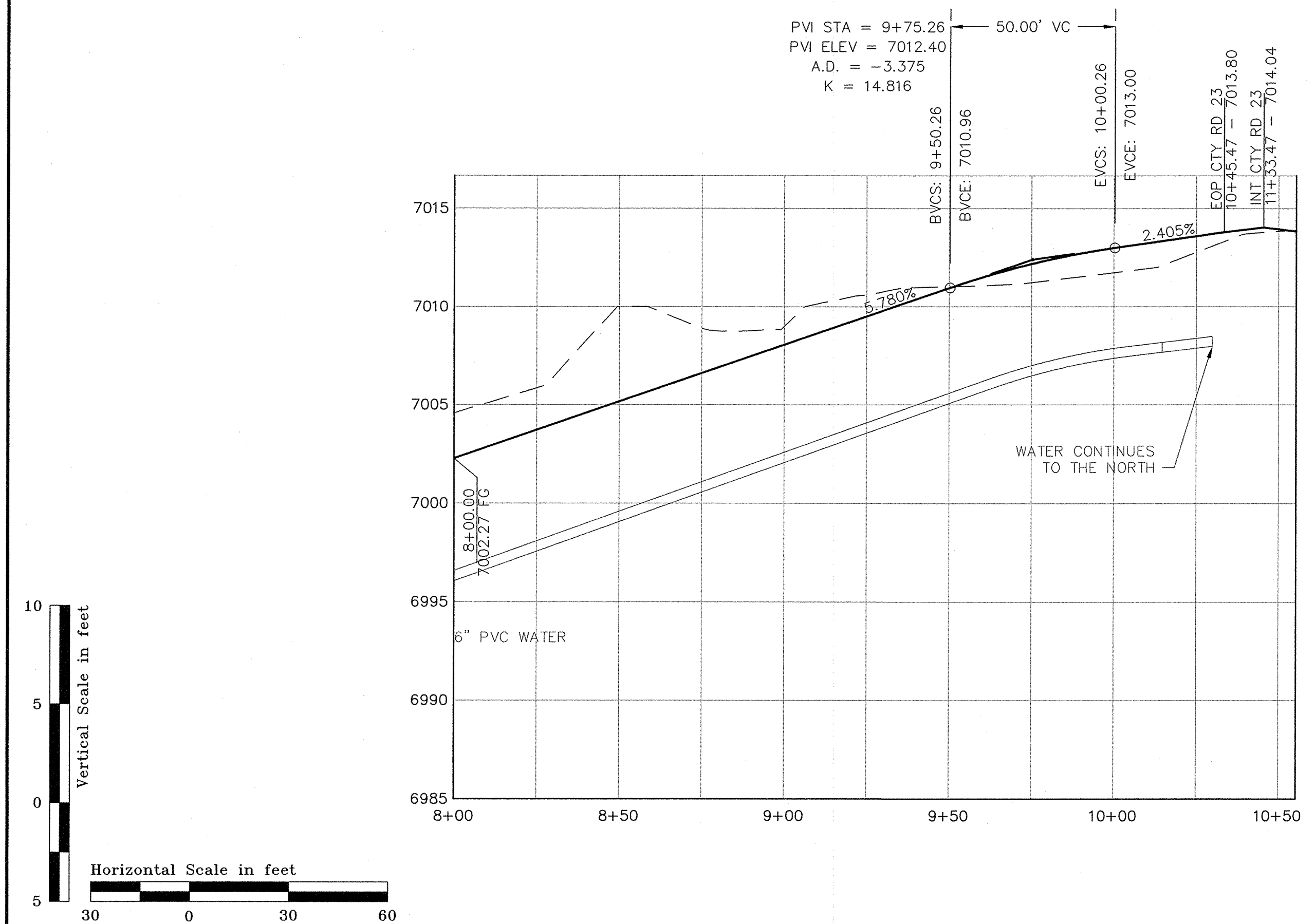
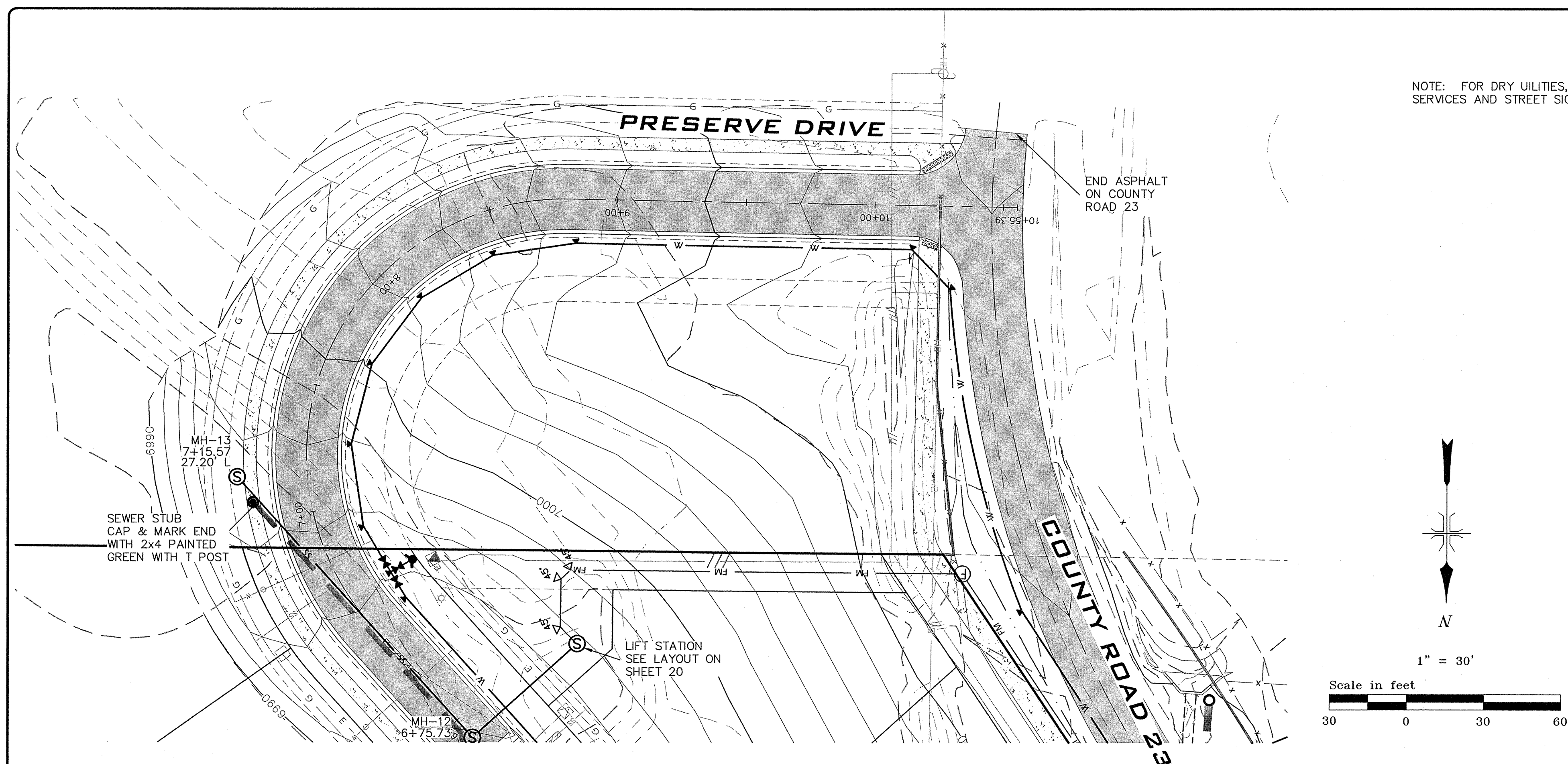
NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR

RIDGWAY RIVER DEVELOPMENT, LLC.  
STREET PLAN & PROFILE  
PRESERVE WAY - 0+00 TO 8+00  
THE PRESERVE P.U.D.  
RIDGWAY, COLORADO



DESIGNED BY: JRR	CHECKED BY: JRR	DATE ISSUED: 5/5/08
DRAWN BY: TS	AS NOTED	0556-ba01





NO	DATE	REVISIONS	BY
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	11/2/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.

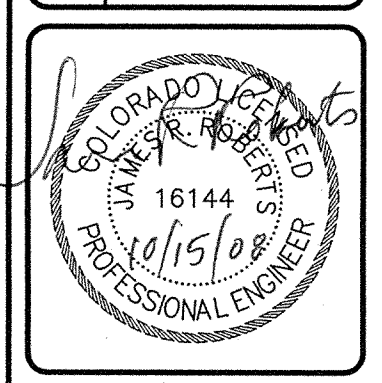
STREET PLAN & PROFILE

PRESERVE WAY - 8+00 TO 11+40.05

THE PRESERVE P.U.D.

RIDGWAY, COLORADO

OURAY



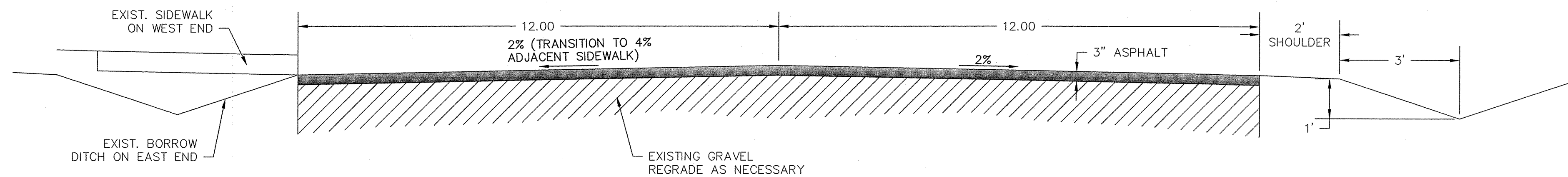
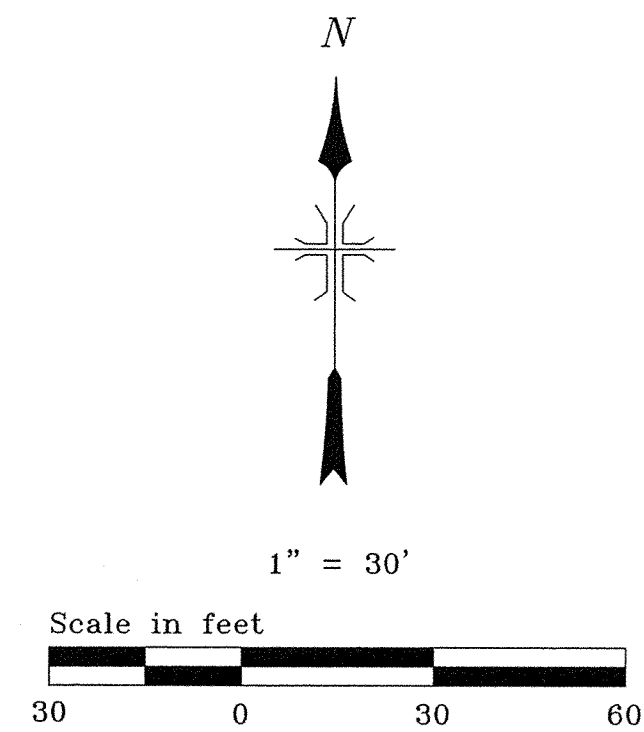
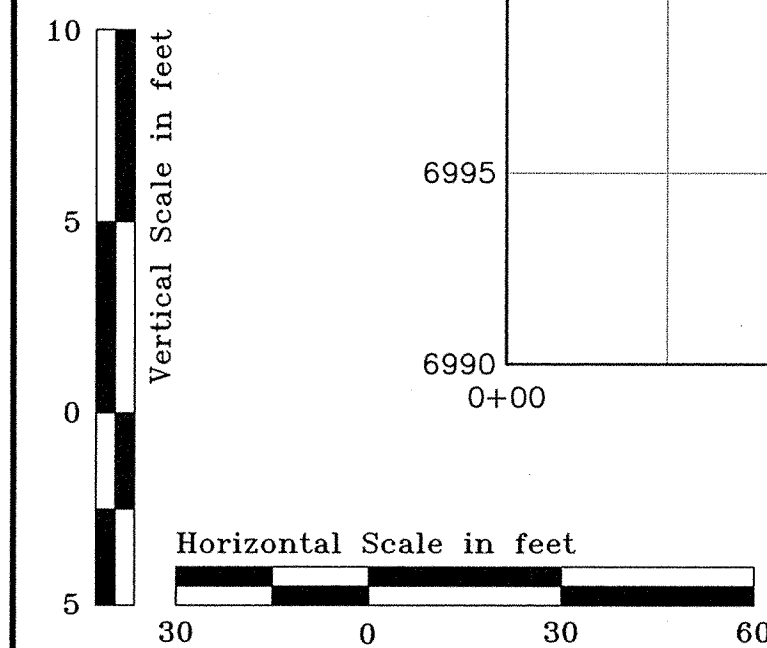
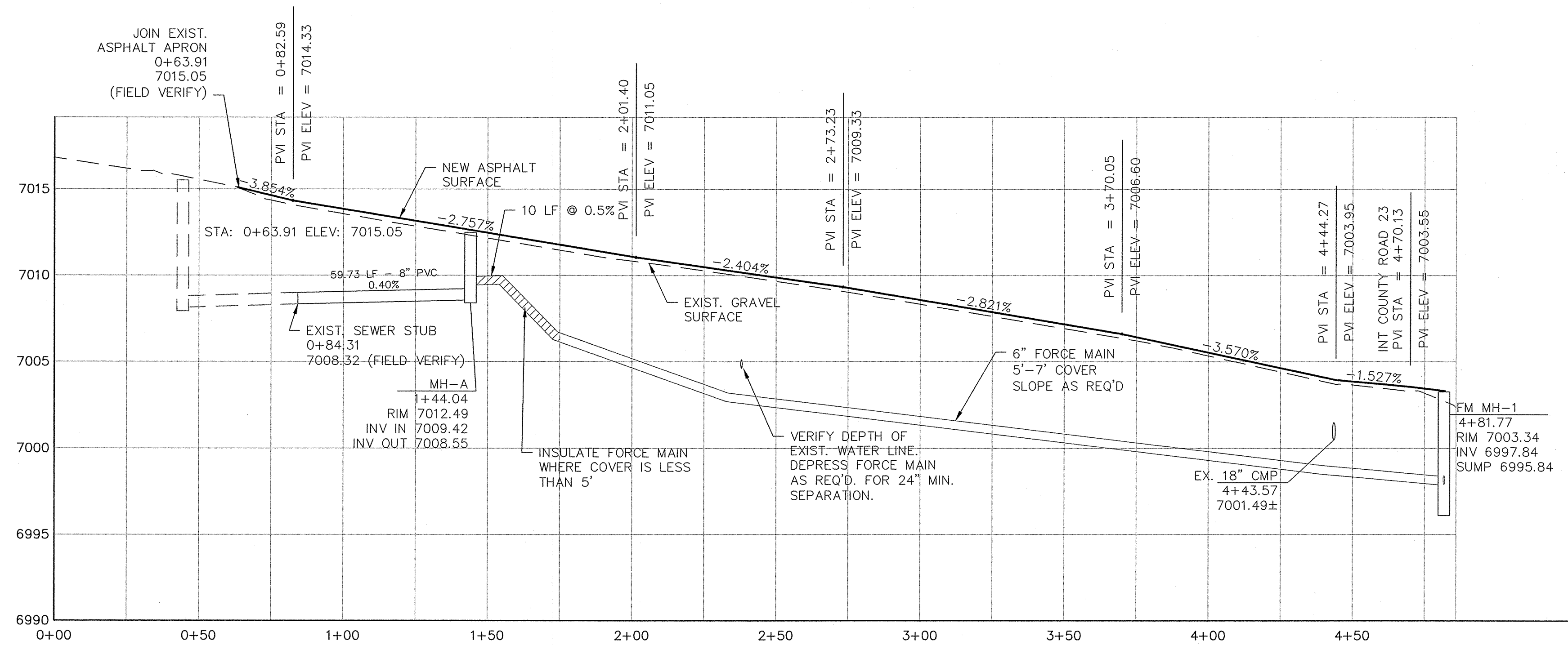
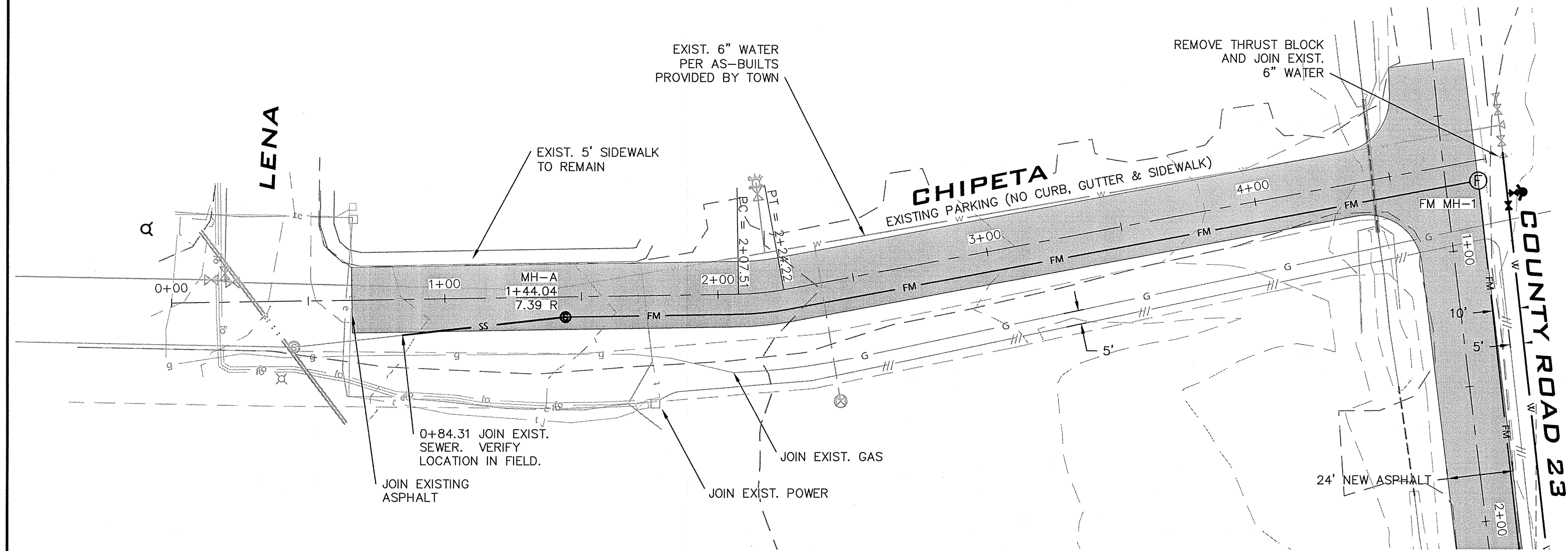
<b>DMC</b> DEL-MONT CONSULTANTS, INC. ENGINEERS 100 Colorado Ave. • Montrose, CO 81401 • (970) 249-2851 • (800) 249-2432 fax www.del-mont.com • service@del-mont.com	DESIGNED BY: JRR	SCALE: AS NOTED	CHECKED BY: JRR	DATE ISSUED: 5/5/08
	DRAWN BY: TS	FILE NAME: 0556-ba01		

DWG JOB NO.: 0556

SHEET NO.: 12

24 SHEETS

App'd  
10/18/08



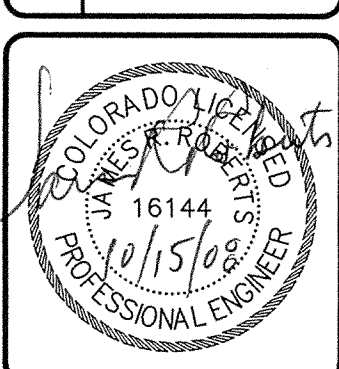
TYPICAL CHIPETA DRIVE SECTION

1" = 2'

April 5  
10/11/08

NO	DATE	REVISIONS	BY
4	9/30/08	FORCE MAIN RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	11/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.  
STREET PLAN & PROFILE  
CHIPETA DRIVE  
THE PRESERVE P.U.D.  
RIDGWAY, COLORADO  
OURAY



DESIGNED BY:	FILE NAME:	DATE ISSUED:
CHECKED BY:	0556-ba01	5/5/08
SCALE:	AS NOTED	
JRR	TS	

SHEET NO.: 0556

13  
24 SHEETS

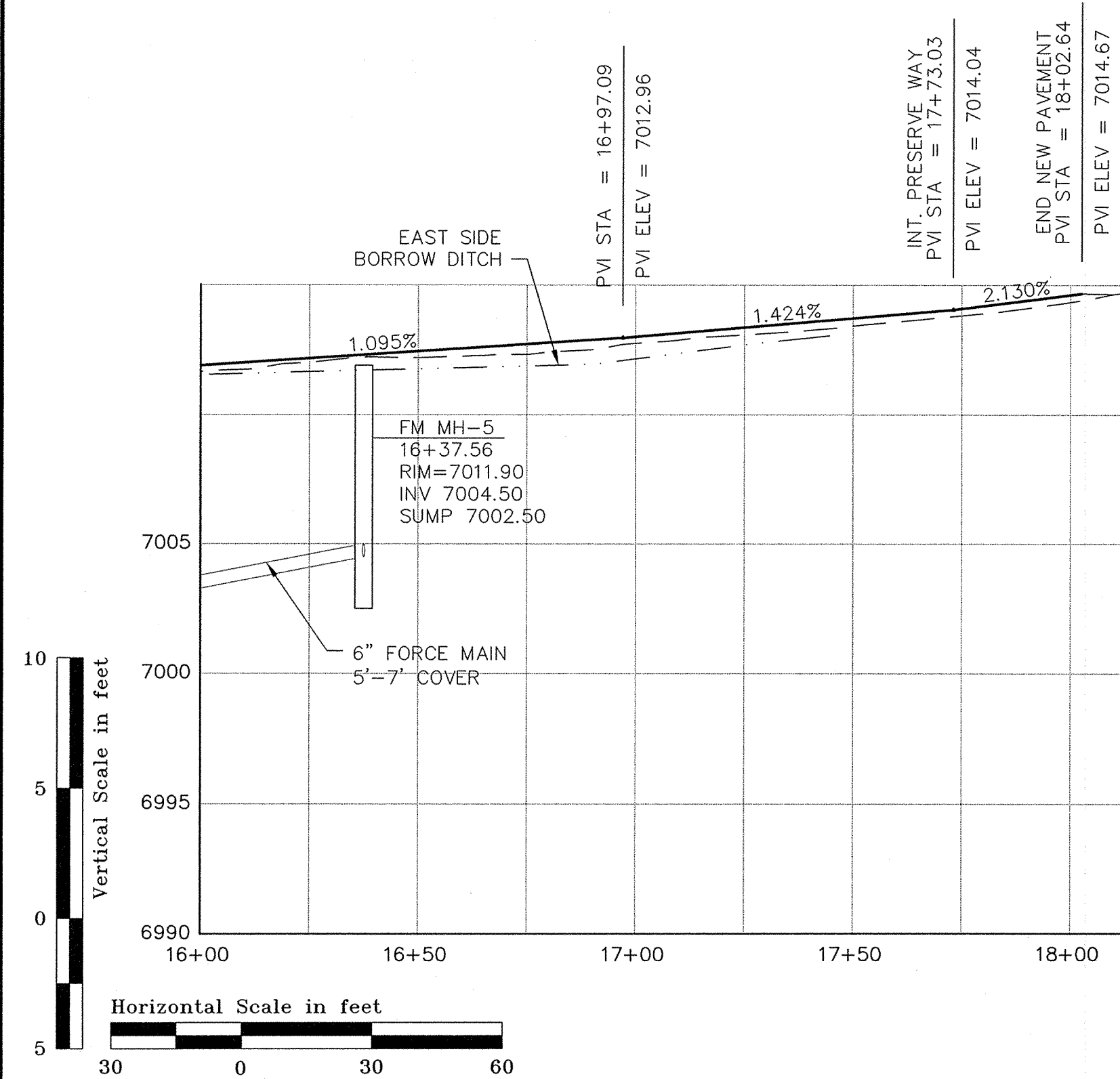
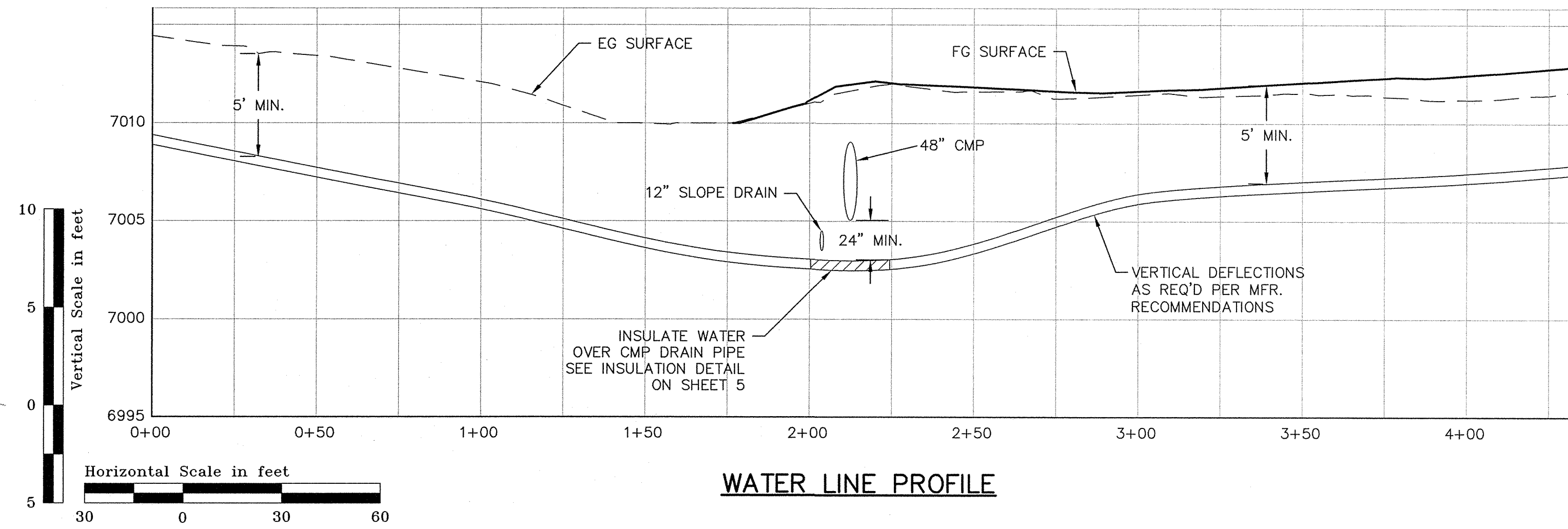
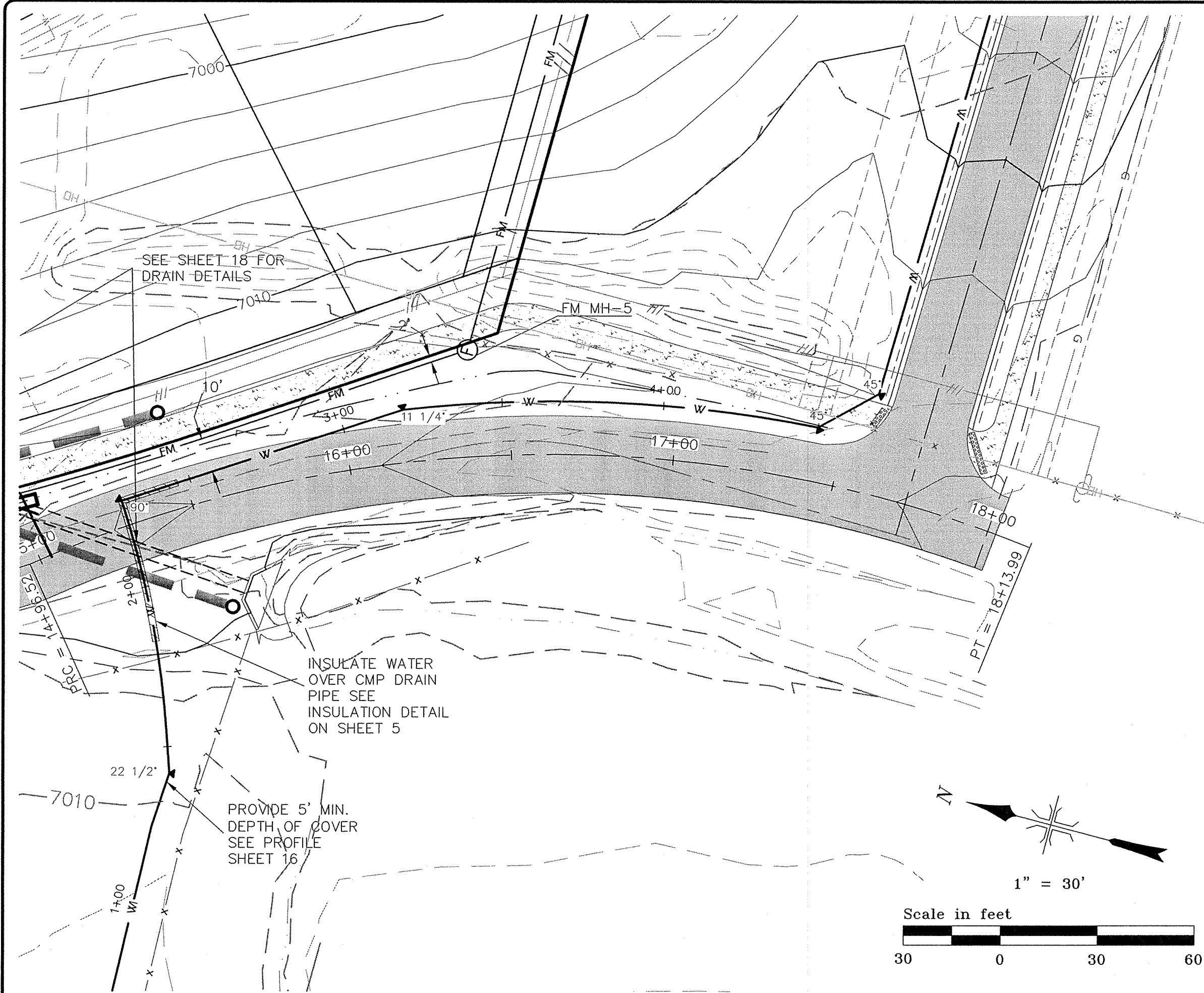






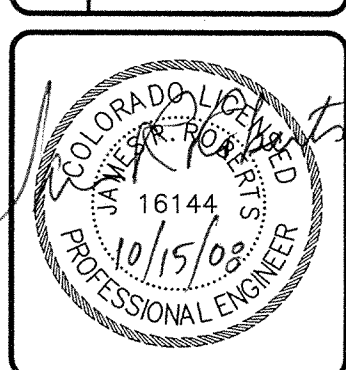






NO	DATE	REVISIONS	BY
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.  
STREET PLAN & PROFILE  
COUNTY ROAD 23 - 16+00 TO 18+13.99  
THE PRESERVE P.U.D.  
RIDGWAY, COLORADO  
OURAY

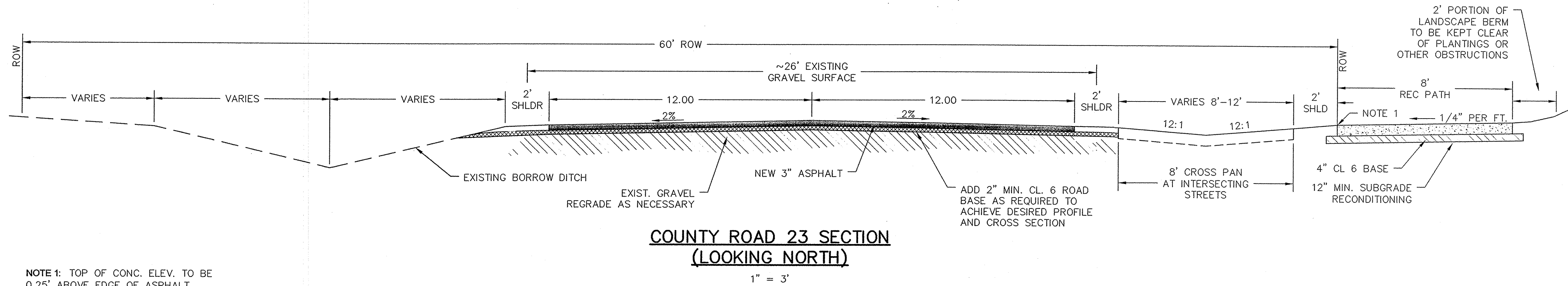
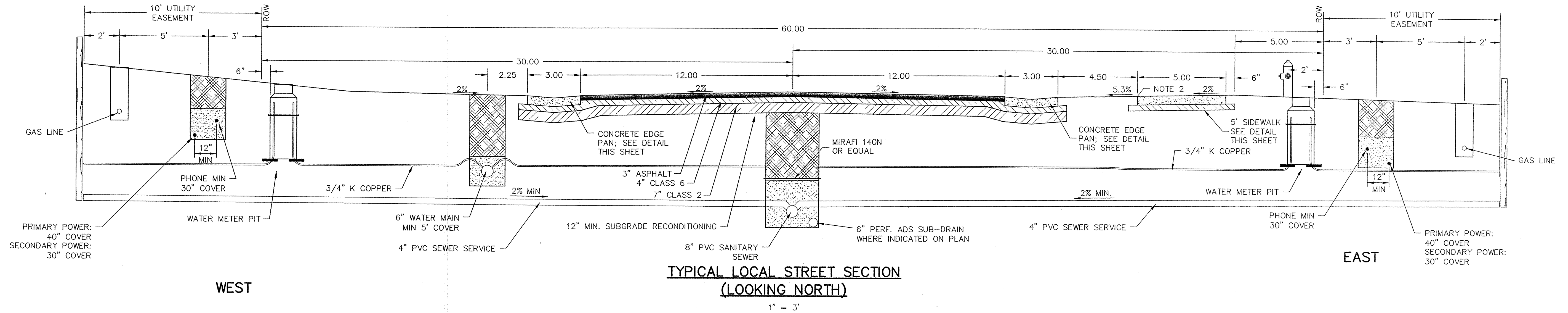


DESIGNED BY:	JRR	SCALE:	AS NOTED	CHECKED BY:	JRR	DATE SUBD:	5/5/08
DRAWN BY:	TS	FILE NAME:	0556-ba01				

SHEET NO.: 0556

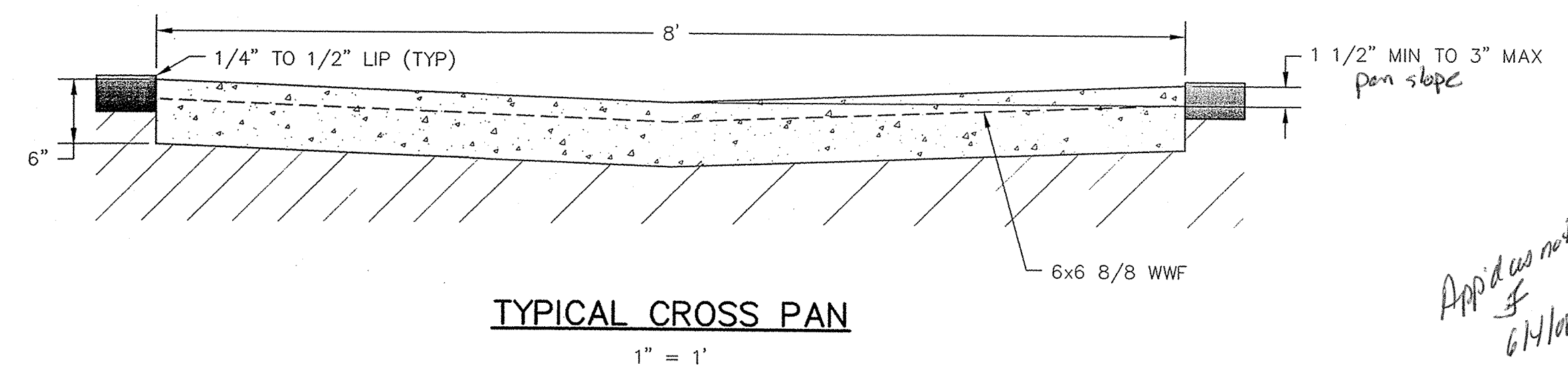
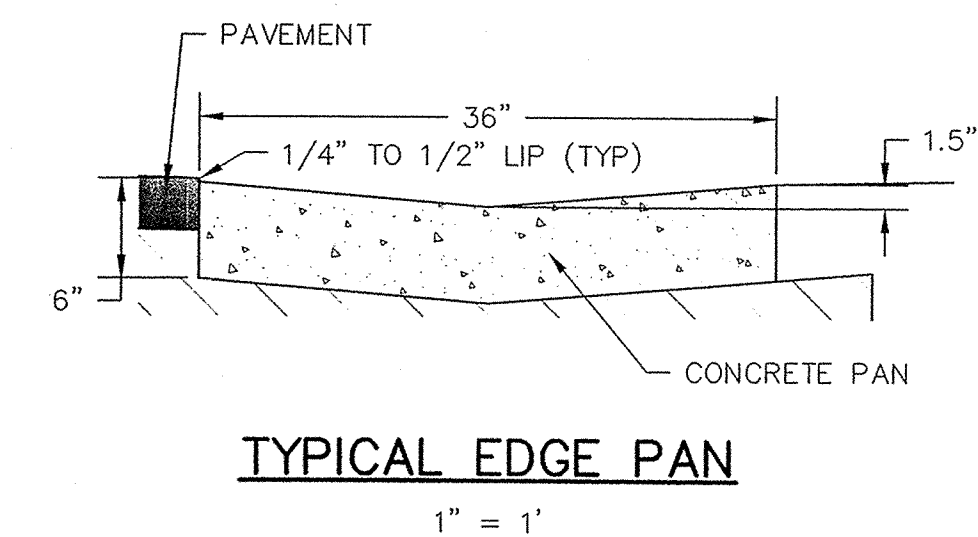
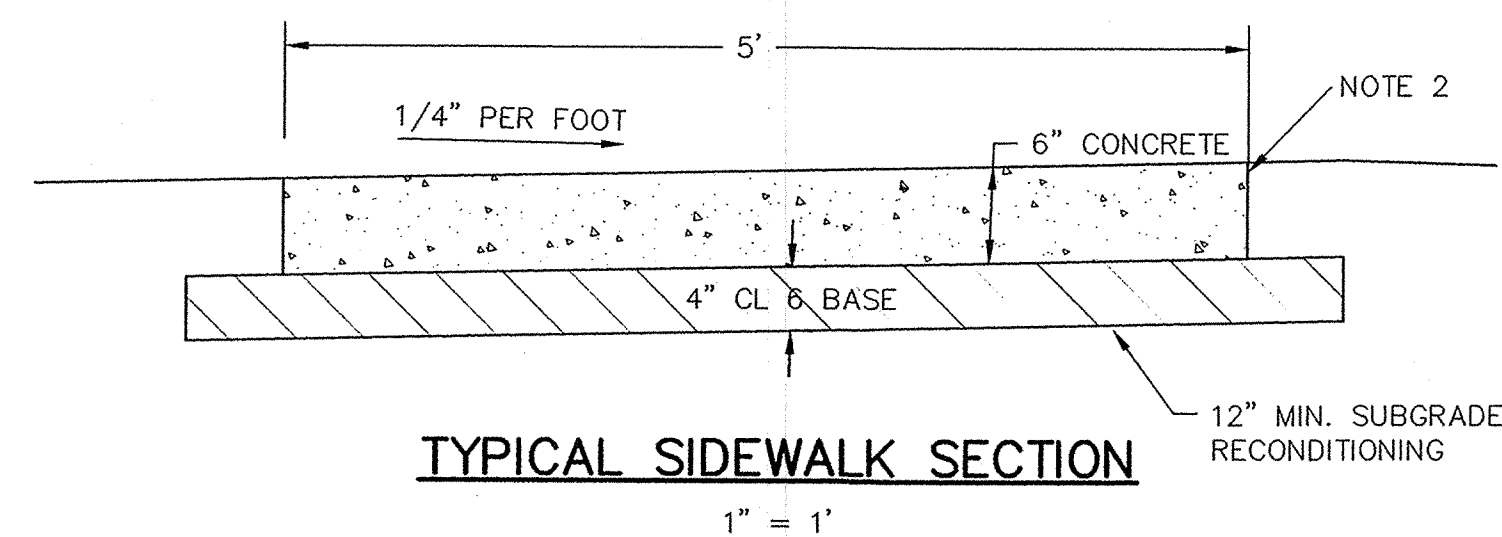
16  
24 SHEETS

April 3 10/16/08



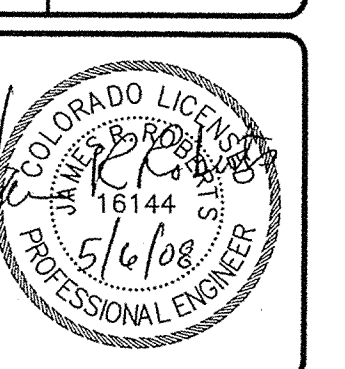
NOTE 1: TOP OF CONC. ELEV. TO BE 0.25' ABOVE EDGE OF ASPHALT ON COUNTY ROAD 23

NOTE 2: TOP OF CONC. ELEV. TO BE 0.24' ABOVE LIP OF EDGE PAN ON LOCAL STREET



NO	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.	STREET DETAILS	OURAY
THE PRESERVE P.U.D.		
RIDGWAY, COLORADO		

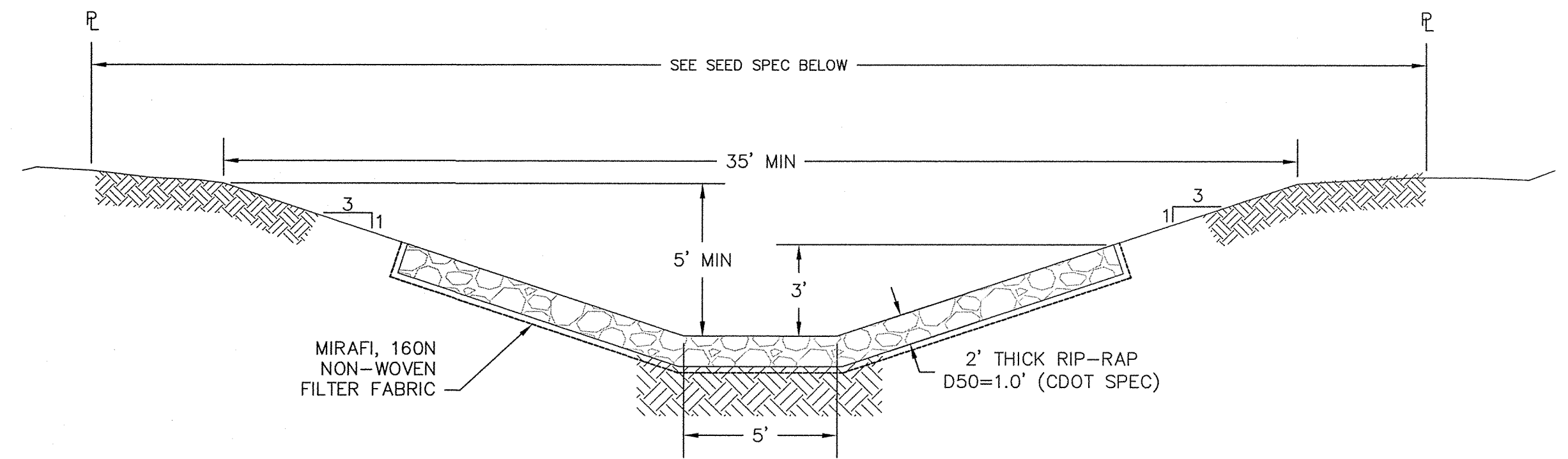
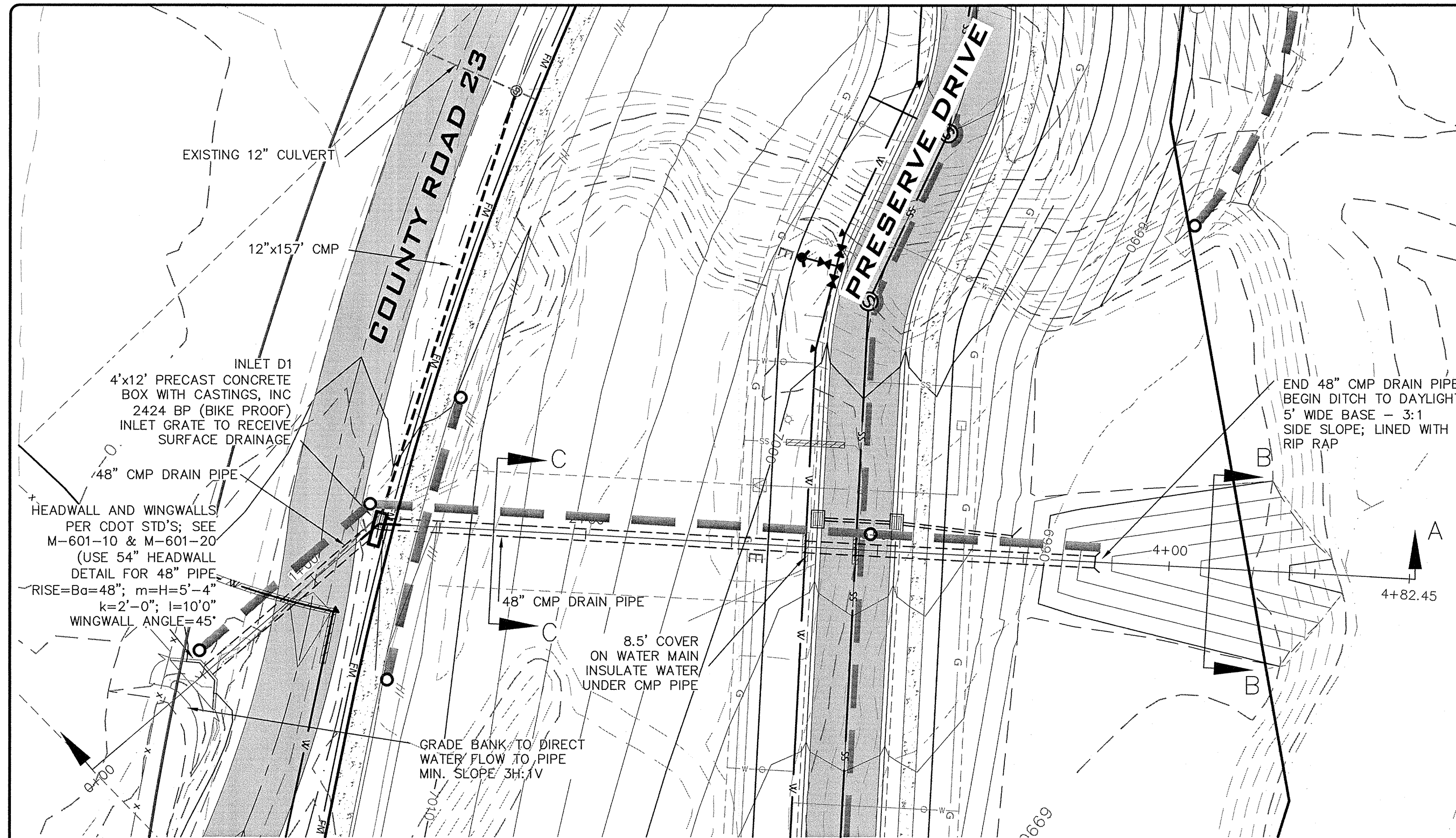


DESIGNED BY: JRR	CHECKED BY: JRR	DATE ISSUED: 5/5/08
SCALE: AS NOTED	FILE NAME: 0556-cover	
TS		

SHEET NO.: 0556	17
OF 24	SHEET 15

*Approved not for 6/14/08*





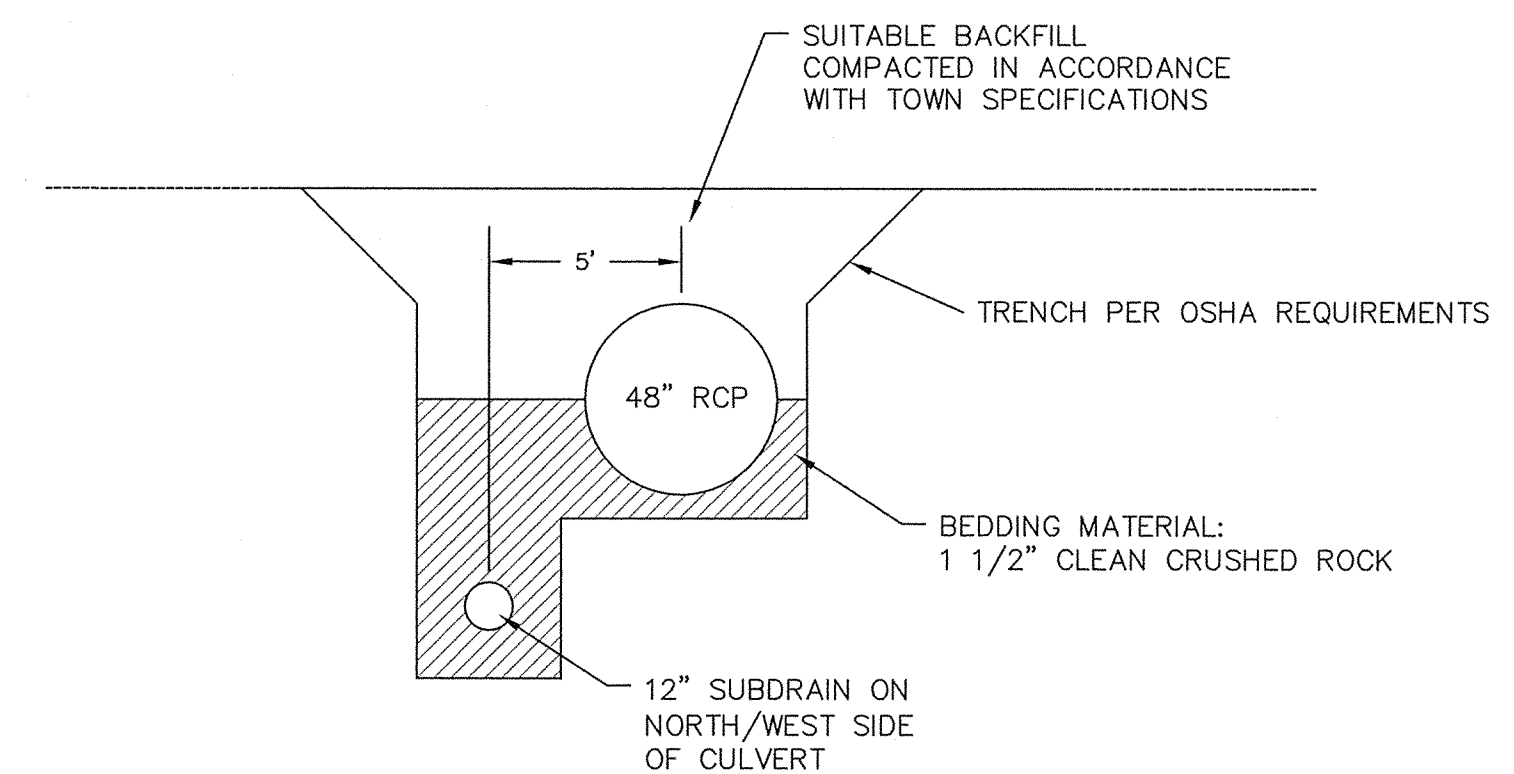
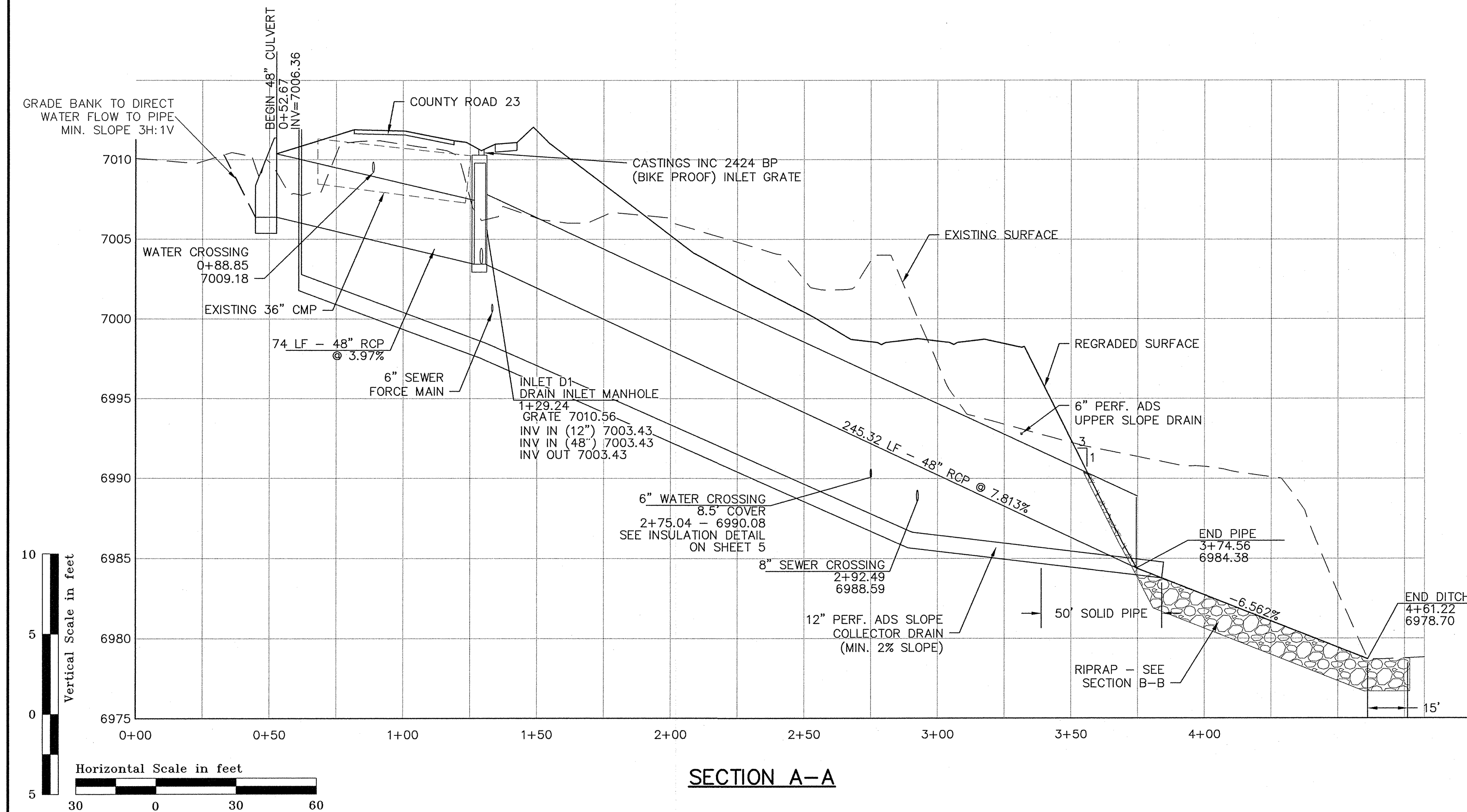
SECTION B-B  
TYPICAL OUTFALL CHANNEL A

### SEED SPECIFICATION

- BROADCAST SEED IN RIPRAP AREA PRIOR TO PLACEMENT OF RIPRAP.
- HYDROSEED AREAS ABOVE RIPRAP AFTER PLACEMENT OF RIPRAP.
- APPLY THE FOLLOWING SEED MIXTURE:

SPECIES	LBS/AC PLS
CRESTED WHEATGRASS (EPHRAIM)	6.0
STREAMBANK WHEATGRASS (SODAR)	6.0
SAND DROPSEED	0.5
TALL WHEATGRASS (JOSE)	12.5
TOTAL	24.5 LBS/AC

- SEEDING TIME:  
SPRING - APRIL 1 - 30  
LATE SUMMER - AUG.15 - SEP.1

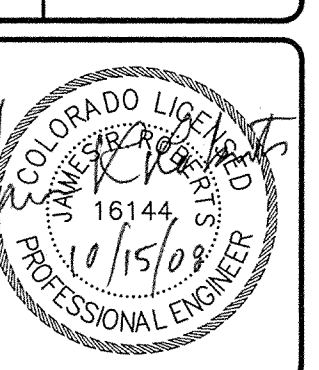


SECTION C-C  
TYPICAL SECTION - 48" PIPE

App'd As Noted  
J  
10/16/08

NO	DATE	REVISIONS	BY
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.	DRAIN DITCH PLAN & PROFILE	THE PRESERVE P.U.D.	OURAY
RIDGWAY, COLORADO			



DELMONT CONSULTANTS, INC. ENGINEERING SURVEYING 100 Colorado Street, Suite 100 Durango, Colorado 81301 www.delmont.com • 970.247.2222	CHECKED BY: JRR	DATE ISSUED: 5/5/08
DESIGNED BY: JRR	AS NOTED	0556-ba01
SCALE: 1" = 30'	FILE NAME: TS	

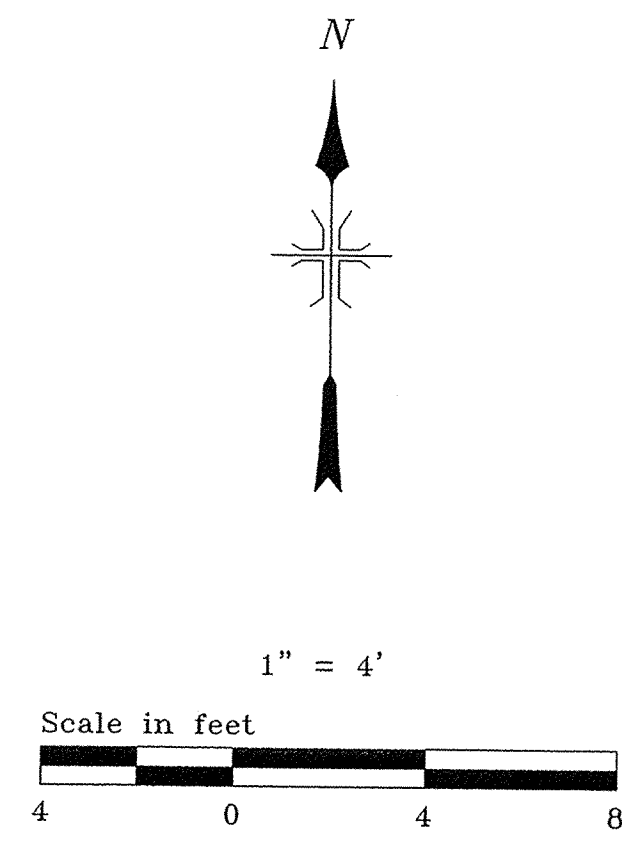
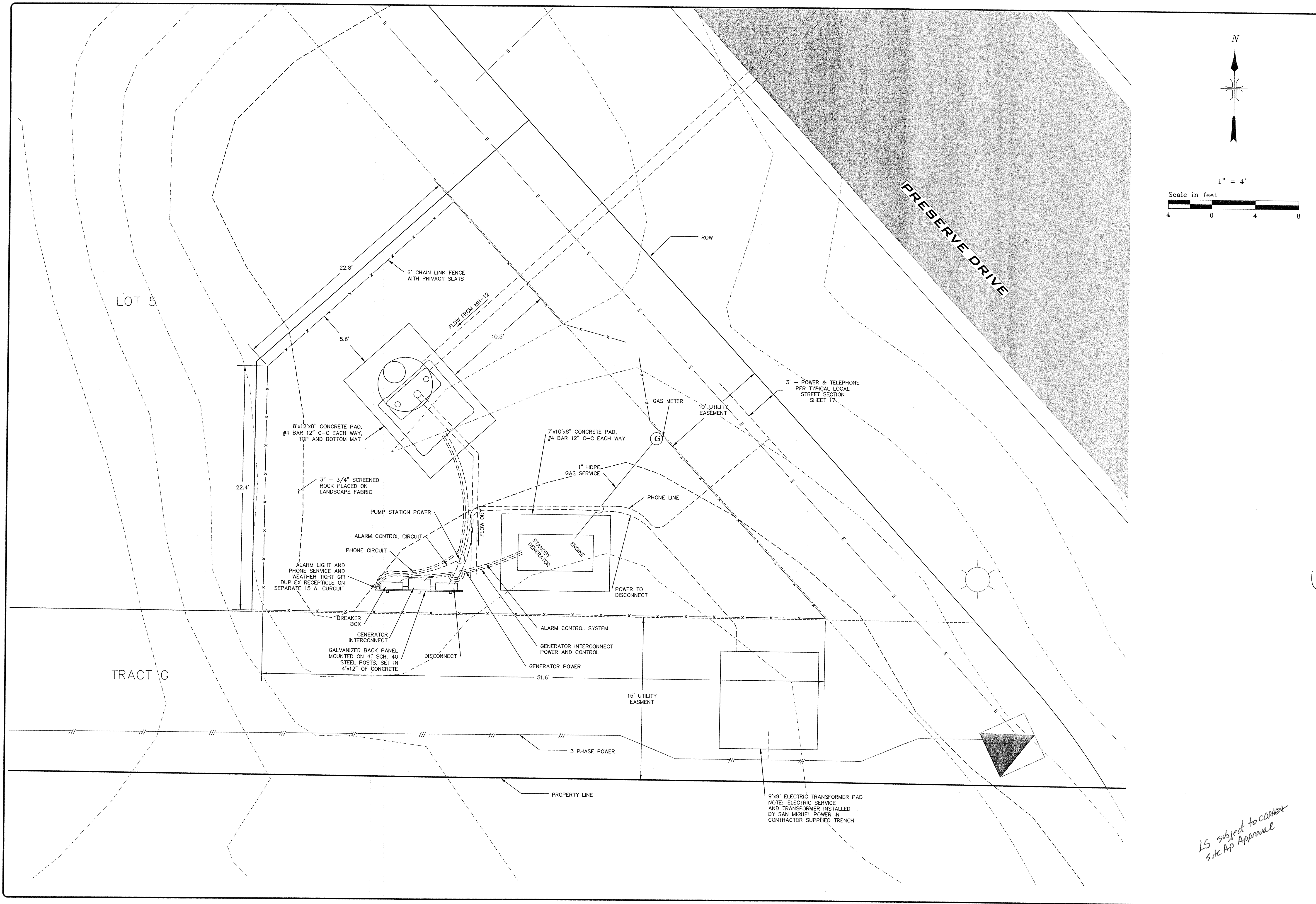
SHEET NO.: 0556
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18
24









LOT 5

TRACT G

PRESERVE DRIVE

ROW

6' CHAIN LINK FENCE WITH PRIVACY SLATS

22.8'

5.6'

10.5'

22.4'

8'x12'x8" CONCRETE PAD, #4 BAR 12" C-C EACH WAY, TOP AND BOTTOM MAT.

3" - 3/4" SCREENED ROCK PLACED ON LANDSCAPE FABRIC

PUMP STATION POWER

ALARM CONTROL CIRCUIT

PHONE CIRCUIT

ALARM LIGHT AND PHONE SERVICE AND WEATHER TIGHT GFI DUPLEX RECEPTACLE ON SEPARATE 15 A. CIRCUIT

BREAKER BOX

GENERATOR INTERCONNECT

GALVANIZED BACK PANEL MOUNTED ON 4" SCH. 40 STEEL POSTS, SET IN 4'x12" OF CONCRETE

DISCONNECT

7'x10'x8" CONCRETE PAD, #4 BAR 12" C-C EACH WAY

1" HDPE GAS SERVICE

STANDBY GENERATOR

ENGINE

POWER TO DISCONNECT

PHONE LINE

GAS METER

10' UTILITY EASEMENT

3' - POWER & TELEPHONE PER TYPICAL LOCAL STREET SECTION SHEET T7.

51.6'

15' UTILITY EASEMENT

3 PHASE POWER

PROPERTY LINE

9'x9' ELECTRIC TRANSFORMER PAD NOTE: ELECTRIC SERVICE AND TRANSFORMER INSTALLED BY SAN MIGUEL POWER IN CONTRACTOR SUPPLIED TRENCH

Scale in feet

4 0 4 8

1" = 4'

N

15 subject to COPIED site AP Approval

RIDGWAY RIVER DEVELOPMENT, LLC.

LIFT STATION LAYOUT

THE PRESERVE P.U.D.

RIDGWAY, COLORADO

OURAY

DEL-MONT CONSULTANTS, INC.

ENGINEERING & SURVEYING

125 Colorado Ave. • Montrose, CO 81401 • (970) 240-2351 • (970) 240-2352 fax

www.delmont.com • info@delmont.com

DESIGNED BY: JRR

CHECKED BY: JRR

DATE ISSUED: 5/5/08

FILE NAME: 0556-ba01

SCALE: AS NOTED

TS

DATE: 5/5/08

NO

DATE

REVISIONS

BY

1

12/03/07

REVIEW COMMENTS

JR

2

2/22/08

REVIEW COMMENTS DATED 8/14/2007

JR

3

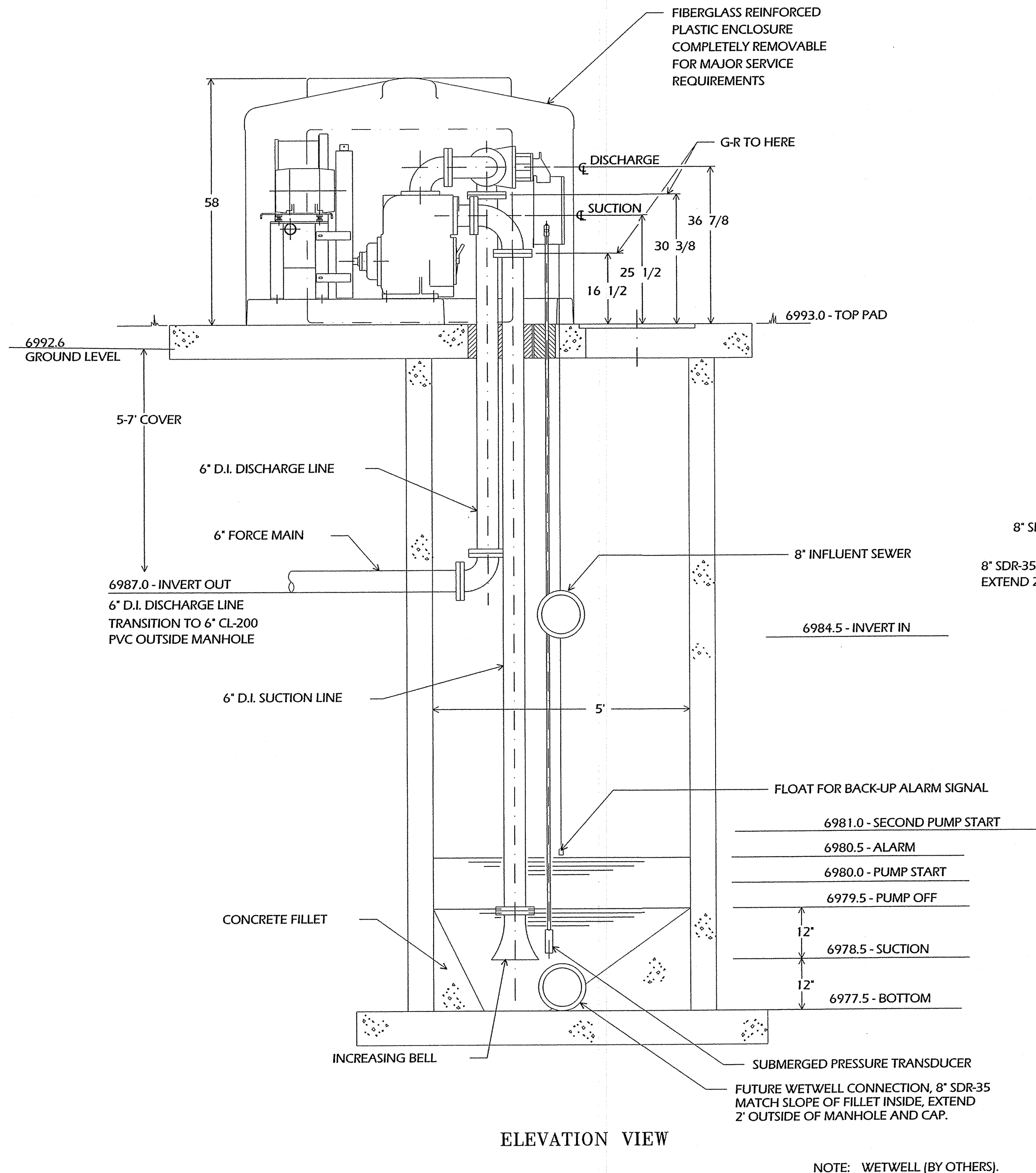
4/29/08

REVIEW COMMENTS DATED 04/23/08

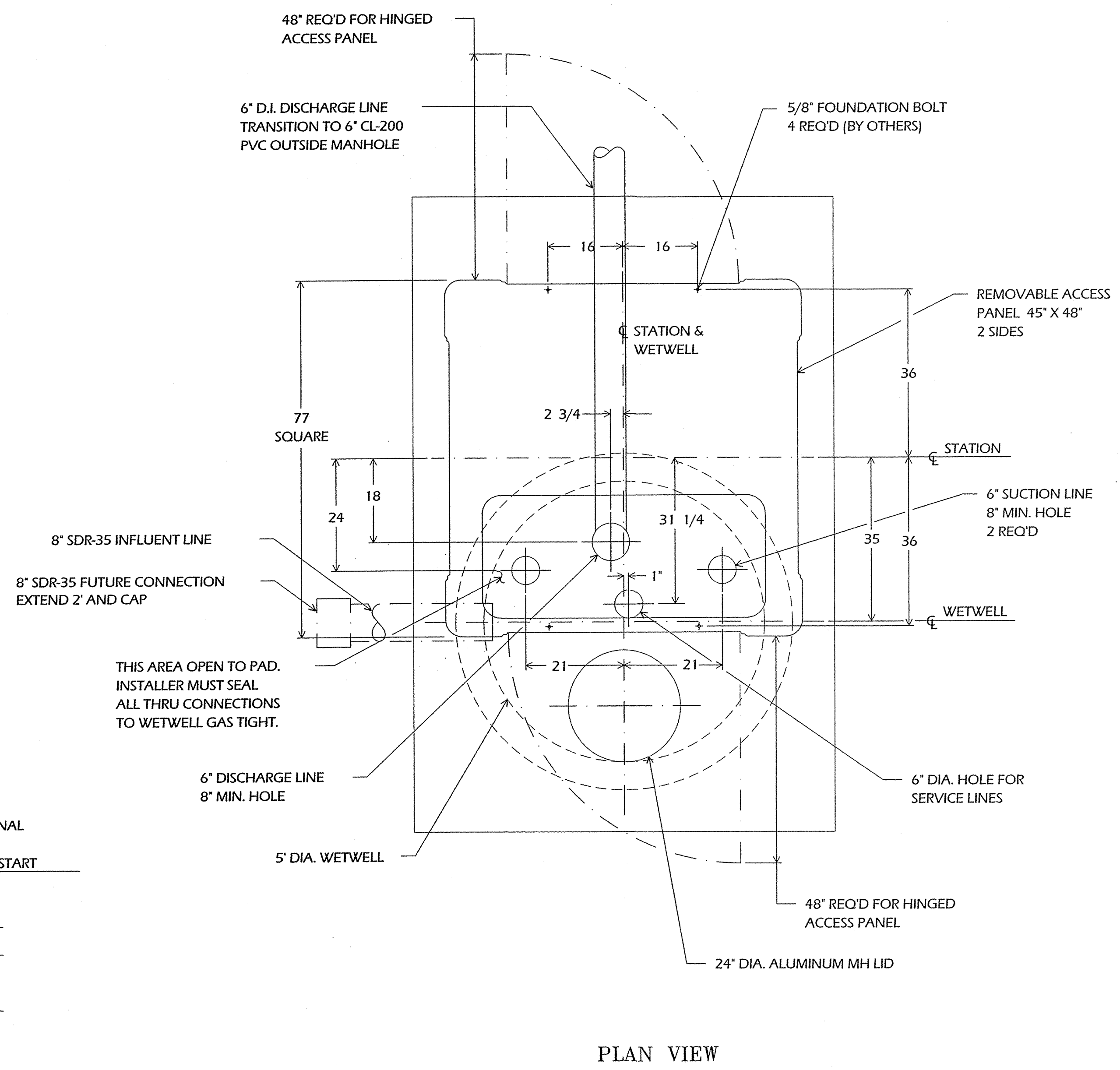
JR



REVISIONS				
SYM.	DATE	RECORD	DR.	CK.
d	10/21/87	REDRAWN ON CAD	BM	



NOTE: WETWELL (BY OTHERS).



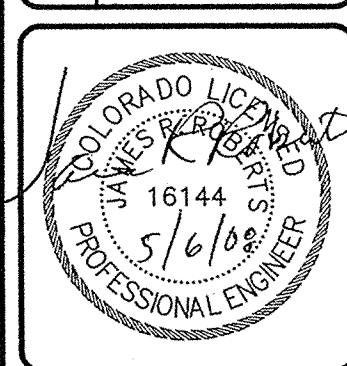
WL-02990

		<b>THE GORMAN-RUPP CO.</b> MANSFIELD, OHIO ST. THOMAS, ONTARIO	
NAME 6' X 6' ABOVEGROUND SEWAGE LIFT STATION W/DUPLEX T4A3-B PUMPS			
DRN. BM	CHK. KEH	APP. PFB	DATE 3/26/75
D 39512-003		SERIAL NO.	

*LS subject to CIP/HST site ap approval*

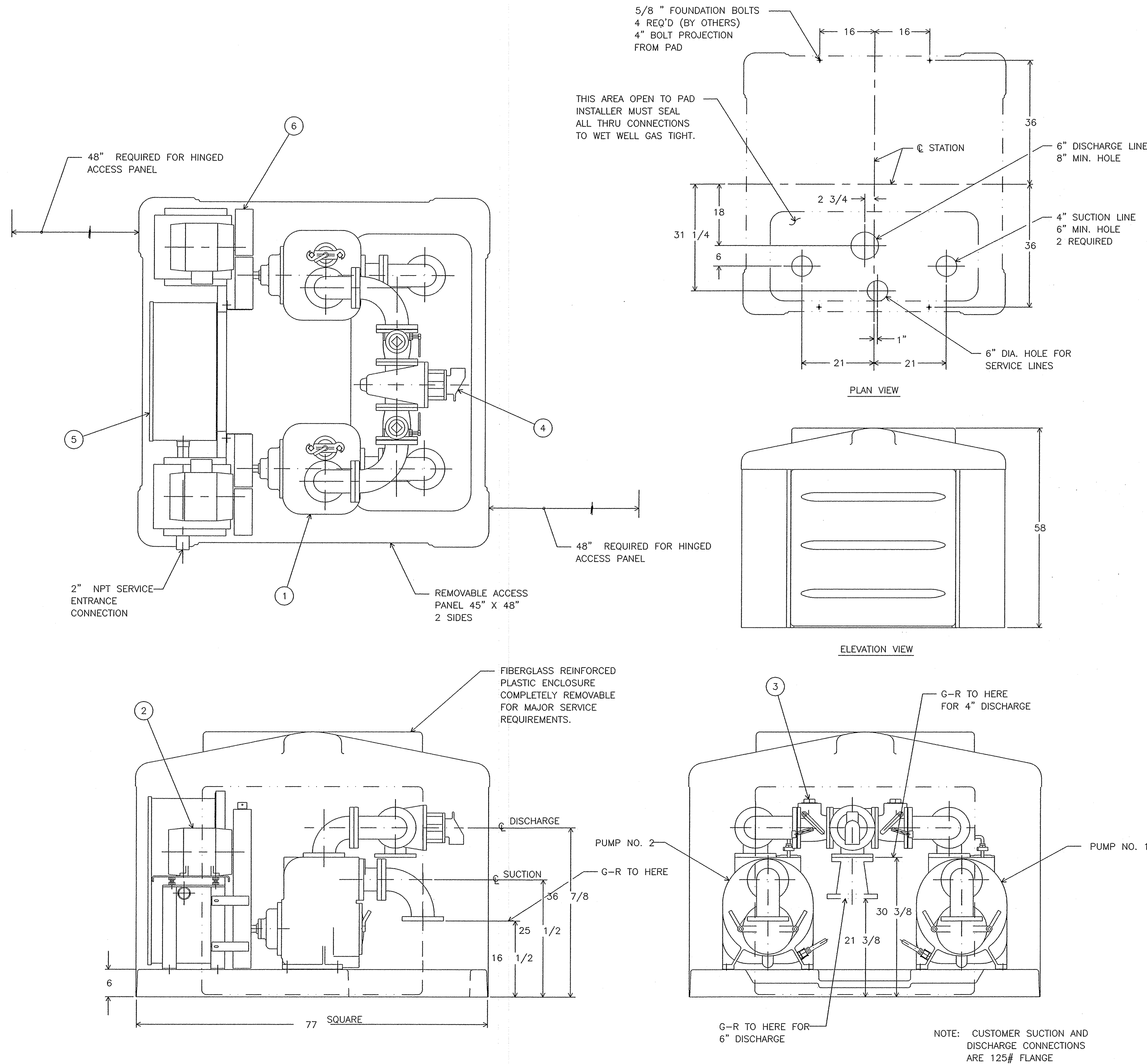
NO	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	12/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.  
 LIFT STATION DETAILS  
 THE PRESERVE P.U.D.  
 RIDGWAY, COLORADO  
 OURAY



DEL-MONT CONSULTANTS, INC. ENGINEERING SURVEYING 125 Colorado Ave. • Norcross, GA 30071 • (770) 248-2251 • (770) 248-2432 fax www.del-mont.com • service@del-mont.com	CHECKED BY: JRR DATE ISSUED: 5/5/08
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SHEET NO.: 0556



# PUMP STATION NOTES

A. THE OWNER SHALL PURCHASE AND THE CONTRACTOR SHALL INSTALL ONE FACTORY BUILT, AUTOMATIC PUMPING STATION AS MANUFACTURED BY THE GORMAN-RUPP COMPANY, MANSFIELD OHIO. THE STATION SHALL BE COMPLETE WITH ALL NEEDED EQUIPMENT, FACTORY-INSTALLED ON PRECAST CONCRETE BASE WITH A FIBERGLASS REINFORCED ORTHOPHTHALIC POLYESTER RESIN ENCLOSURE. THE ELECTRICAL ENCLOSURES AND ASSOCIATED COMPONENTS AND PANELS SHALL BE U.L. LISTED.

- THE PRINCIPAL ITEMS OF EQUIPMENT SHALL INCLUDE:
- TWO BELT DRIVEN SUPER T-SERIES MODEL T4A-B SEWAGE PUMPS WITH 10 HP, 1750 RPM OPEN-DRIP-PROOF MOTOR.
  - STATION PIPING INCLUDING SWING CHECK VALVES, 90° ELBOWS, A 3 WAY PLUG VALVE AND AUTOMATIC AIR RELEASE VALVES AND PORTABLE PUMP DISCHARGE CONNECTION
  - CENTRAL CONTROL PANEL IN A STAINLESS STEEL NEMA 1 ENCLOSURE INCLUDING H-O-A SWITCHES, THERMO MAGNETIC MOTOR BRANCH CIRCUIT BREAKERS, MAGNETIC MOTOR STARTERS WITH OVERLOAD PROTECTION, SUBMERGED PRESSURE TRANSDUCER LIQUID LEVEL CONTROLS WITH HIGH WATER ALARM CIRCUIT BACKED UP BY REDUNDANT/INDEPENDENT INTRINSICALLY SAFE FLOAT SWITCHES, LEAD/LAG PUMP ALTERNATOR WITH OPERATOR SELECTABLE SWITCH, FAULT INDICATORS, TWO ELAPSED TIME METERS, PUMP RUN LIGHTS, ALARM SELECTOR SWITCH, THREE PHASE VOLTAGE MONITOR AND PHASE PROTECTION, LAG PUMP START DELAY, TRANSIENT VOLTAGE SURGE SUPPRESSER, AND LIGHTNING ARRESTOR.
  - ALARM SYSTEM INCLUDING LIGHT TO INDICATE NORMAL OPERATION AND A FLASHING LIGHT TO INDICATE HIGH WATER LEVEL OR LOW TEMPERATURE IN ENCLOSURE, A RAOO VERBATIM AUTODIALER WITH 4 CONTACT AND 1 ANALOG CHANNELS TO ALARM ON HIGH WATER LEVEL, LOW TEMPERATURE IN ENCLOSURE, HIGH PUMP TEMPERATURE, OR HIGH VIBRATION. ANALOG CHANNEL SHALL BE CONNECTED TO THE TRANSDUCER SIGNAL TO ALLOW DIAL-IN WATER LEVEL INQUIRY.
  - ENCLOSURE WITH A MINIMUM OF 2" OF FOAM INSULATION, 1300/1500W. SPACE HEATER, VENTILATION BLOWER, DUPLEX GFI RECEPTACLE, 5 KVA POWER CONTROL TRANSFORMER INSTALLED TO CODE,
  - OTHER EQUIPMENT INCLUDING SUCTION AND DISCHARGE GAUGE KITS (4" GLYCERIN FILLED), PUMP DRAIN KIT, SPARE PARTS KIT, SPARE SPACE HEATER.

THE CONSTRUCTION AND EQUIPMENT IN THE LIFT STATION PACKAGE SHALL BE IN ACCORDANCE WITH GORMAN-RUPP WITH STANDARD SPECIFICATIONS FOR A GORMAN-RUPP 6'X6' ABOVE GROUND SEWAGE LIFT.

EACH PUMP SHALL BE CAPABLE OF INITIALLY DELIVERING 230 GPM OF WASTEWATER AGAINST A TOTAL DYNAMIC HEAD OF 45 FEET AT A SPEED OF 1250 RPM, AND IN THE FUTURE, CAPABLE OF DELIVERING 275 GPM OF WASTEWATER AGAINST A TOTAL DYNAMIC HEAD OF 51' AT A SPEED OF 1350 RPM WITH THE CHANGE OF SHEAVES. THE MINIMUM ACCEPTABLE PUMP EFFICIENCY SHALL BE 40%. THE MAXIMUM ALLOWABLE MOTOR SPEED SHALL BE 1750 RPM. THE MINIMUM RATED HORSEPOWER OF EACH PUMP SHALL BE 10 HP, 230V, 3 PHASE. ALL OPENINGS AND PASSAGES SHALL BE LARGE ENOUGH TO PERMIT THE PASSAGE OF SPHERE 3" IN DIAMETER. THE PUMP MOTOR SHALL NOT BE OVERLOADED BEYOND THE NAMEPLATE RATING AT THE DESIGN CONDITIONS. THE OWNER IS TO VERIFY SELECTION WITH GORMAN-RUPP PRIOR TO ORDERING.

B. PUMP STATION COMPONENTS WILL BE DELIVERED TO JOB SITE BY SUPPLIER AND UNLOADED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING DELIVERY TIME WITH SUPPLIER (CANYON SYSTEMS, 303-987-3838). THE PUMP SUPPLIER SHALL PROVIDE ONE DAY OF START-UP ASSISTANCE AND SHALL PROVIDE THE TOWN WITH 3 O&M MANUALS FOR THE PUMP STATION AND ASSOCIATED EQUIPMENT.

C. ALL WIRING AND ELECTRICAL WORK SHALL MEET THE REQUIREMENTS OF THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL WIRING, DISCONNECTS, BREAKERS AND ASSOCIATED SUPPLIES TO INSTALL THE PUMP STATION AND GENERATOR. THE INSTALLATION SHALL INCLUDE A GFI WEATHERTIGHT RECEPTACLE ON SEPARATE 15 AMP 120V CIRCUIT. THE CONTRACTOR SHALL PROVIDE THE TOWN WITH THREE SETS OF SCHEMATIC DRAWINGS OF ELECTRICAL AND CONTROL CONNECTIONS BETWEEN THE TRANSFORMER AND THE PUMP STATION AND GENERATOR, INCLUDING WIRE SIZE AND COMPONENT SPECIFICATIONS.

D. CONTRACTOR SHALL CONSTRUCT A GABLE ROOF STRUCTURE OVER THE CONTROL PANEL IN COMPLIANCE WITH TOWN BUILDING CODE. THE PLAN DIMENSIONS SHALL BE A MINIMUM OF 6'X8' AND SHALL HAVE A MINIMUM PITCH OF 8:12. THE ROOF SHALL BE SUPPORTED BY AND ATTACHED TO THE 4" SCH. 40 STEEL POSTS SUPPORTING THE CONTROL PANEL. FRAMING MEMBERS AND RAFTERS SHALL BE TREATED WOOD. RAFTERS SHALL BE ON 24" SPACING AND SHEETED WITH 1/2" AC PLYWOOD. ROOFING SHALL CONSIST OF 30# FELT WITH 40 YEAR DARK COLORED COMPOSIT SHINGLE. METAL DRIP GUARDS SHALL BE INSTALLED AROUND THE EDGE OF THE ROOF.

E. CONTRACTOR SHALL ARRANGE FOR ELECTRIC SERVICE FROM SAN MIGUEL POWER, NATURAL GAS SERVICE WITH SOURCE GAS AND PHONE SERVICE WITH QWEST.

- F. CONTRACTOR SHALL CONSTRUCT THE CONCRETE PUMP BASIN (MANHOLE) TO THE FOLLOWING STANDARDS:
- SUCH BASIN SHALL BE WATERTIGHT AND COATED PER TOWN OF RIDGWAY STANDARDS.
  - SUB GRADE UNDER PUMP BASIN SHALL BE COMPACTED TO MIN. 95% OF MODIFIED PROCTOR DENSITY. THE BASE FOR THE PUMP BASIN SHALL BE INSTALLED ON A MINIMUM OF 10" OF 3/4" WASHED ROCK.
  - BACKFILL SHALL BE CLASS 6 MATERIAL, MOISTURE CONDITIONED, PLACED IN 6" MAX. LIFTS AND COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR DENSITY ± 2% OMC. BACKFILL UNDER, AND WITHIN 6" AROUND PIPING, SHALL BE 3/4" WASHED ROCK. BACKFILL ALL WALLS UNIFORMLY ON BOTH SIDES (MAX. 2 FT DIFFERENTIAL) UNTIL REACHING FINAL ELEVATIONS.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DE-WATERING THROUGHOUT PUMP BASIN CONSTRUCTION INCLUDING SUBGRADE PREP., MANHOLE PLACEMENT AND PIPING INSTALLATION. IT MAY BE NECESSARY TO TEMPORARILY FILL THE INTERIOR OF PUMP BASIN WITH WATER TO AVOID FLOTATION PRIOR TO BACKFILL.
  - CONTRACTOR SHALL VACUUM TEST THE WETWELL PER TOWN OF RIDGWAY STANDARDS.

G. THE OWNER SHALL PURCHASE AND THE CONTRACTOR INSTALL A STANDBY GENERATOR TO PROVIDE POWER TO THE PUMP STATION IN THE EVENT OF A POWER FAILURE. AT A MINIMUM A 35 KW CUMMINS ONAN NATURAL GAS GENERATOR, MODEL 35GGFD, OR EQUIVALENT WILL BE REQUIRED. SPECIFICATION INCLUDE: 120/240 V. THREE PHASE WITH BREAKER, CUMMINS ONAN PCC 2100 CONTROL PANEL AND A METERS; MODEL F173 QUIET SITE II SOUND ATTENUATED WEATHER PROTECTIVE ENCLOSURE; COOLANT LOW LEVEL SHUTDOWN; HEATER AND DRAIN; OIL DRAIN; BATTERY, BATTERY RACK AND CHARGER; AND A CUMMINS ONAN 125A. AUTOMATIC TRANSFER SWITCH MODEL OTPC125, INCLUDING THE LEVEL 2 MICROPROCESSOR CONTROL WITH BAR GRAPH METERS AND EXERCISE CLOCK IN NEMA 3R ENCLOSURE. THE GENERATOR SUPPLIER SHALL PROVIDE ONE DAY OF ONSITE START-UP ASSISTANCE AND SHALL SUPPLY THE TOWN WITH 3 O&M MANUALS FOR THE GENERATOR AND ASSOCIATED OPTIONS.

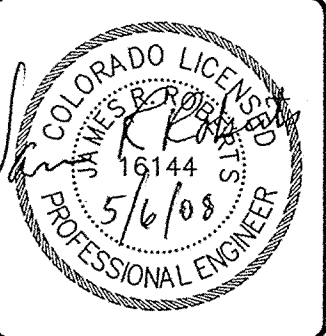
H. CONTRACTOR SHALL PROVIDE THE TOWN WITH 2 HOSES TO ALLOW FLUSHING OF THE CLEAN-OUT/FLUSHING VALVES. EACH HOSE SHALL INCLUDE 30' OF 2" FLEXIBLE HOSE (200 PSI MIN. RATING) AND 2" FEMALE CAM LOCK ENDS.

<b>GORMAN-RUPP</b>		<b>THE GORMAN-RUPP CO.</b>	
MANSFIELD, OHIO		ST. THOMAS, ONTARIO	
NAME 6' X 6' ABOVEGROUND SEWAGE LIFT STATION W/DUPLEX T4A-B PUMPS			
DRN. KAL	CHK. BM	APP. BM	DATE 8-12-96
D 45121-017		SERIAL NO.	

ITEM	DESCRIPTION	MAT'L & SIZE
1	PUMP	CAST IRON T4A-B
2	MOTOR	CAST IRON
3	CHECK VALVE	CAST IRON 4"
4	PLUG VALVE	CAST IRON 4"
5	MOTOR CONTROL PANEL	STEEL
6	BELT GUARD	STEEL

NO	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	11/2/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.	OURAY
LIFT STATION DETAILS	
THE PRESERVE P.U.D.	
RIDGWAY, COLORADO	

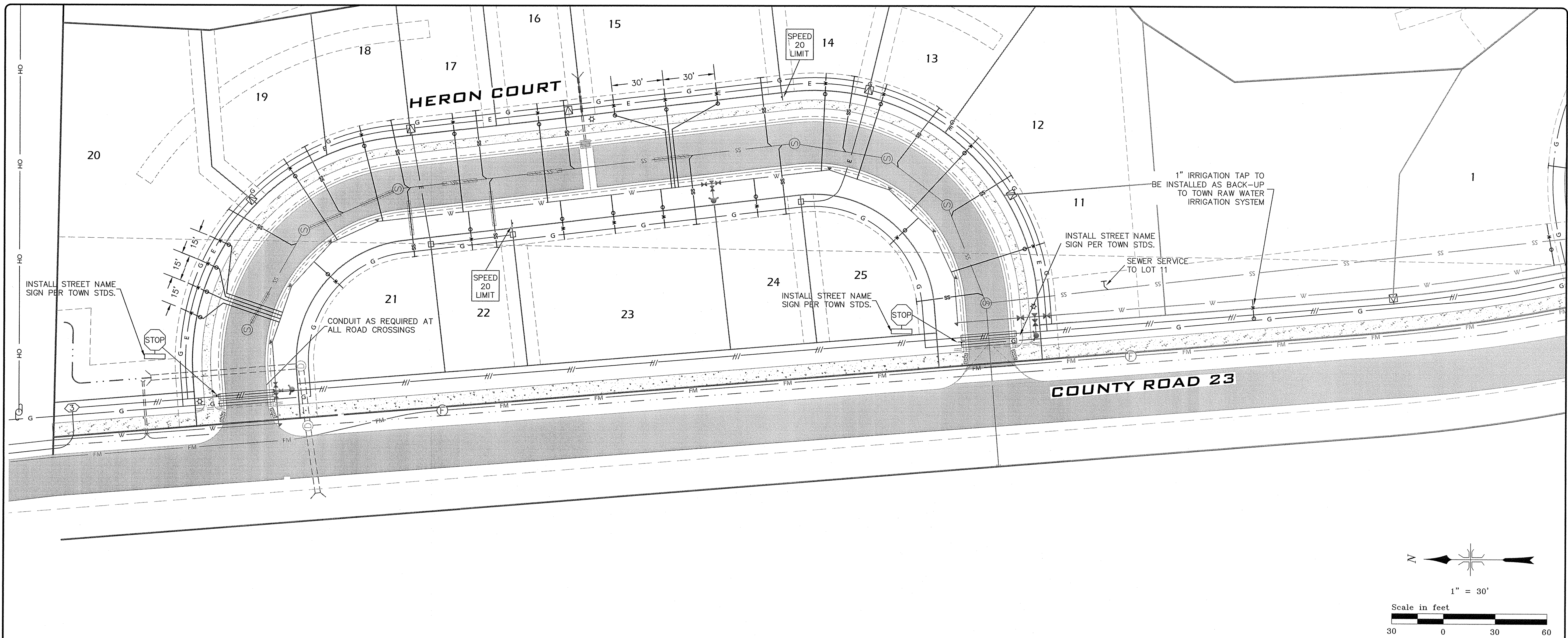


<b>DEL-MONT CONSULTANTS, INC.</b>		<b>JRR</b>	
ENGINEERING • SURVEYING		DATE ISSUED: 5/5/08	
125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 fax		AS NOTED	
www.delmont.com • servicedelmont.com		0556-ba01	
DESIGNED BY: JRR	SCALE:	FILE NAME:	TS
CHECKED BY:		DRAWN BY:	

SHEET NO. 0556

LS Subject + CAPTION  
Site Ap Approval



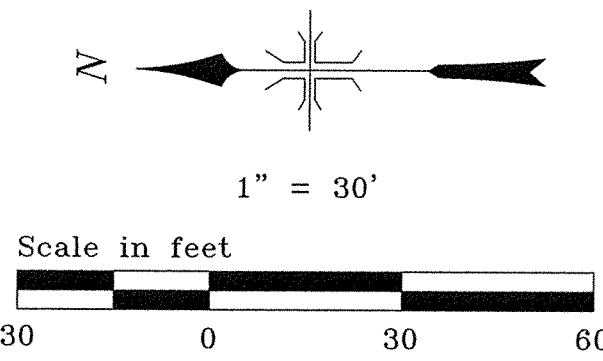


SEE SHEET 3 FOR SPECIFICATIONS PERTAINING TO INSTALLATION OF WIRE UTILITIES AND GAS LINES. THE FOLLOWING ARE EXCERPTS FROM THE SAN MIGUEL POWER ASSOCIATION CONSTRUCTION HANDBOOK, AUG. 2007:

- TRENCH DEPTH FOR HIGH VOLTAGE CABLE IS 40" DEEP (FROM FINISHED GRADE) (INSTALL AT 48" DEPTH PER TOWN STANDARDS).
- TRENCH DEPTH FOR SECONDARY CABLE IS 30" DEEP (FROM FINISHED GRADE).
- CONDUIT TYPE WILL BE ELECTRICAL GRADE PVC, SCHEDULE 40, OR GRC, AS SPECIFIED BY SMPA.
- CONDUIT SIZE WILL BE 2 1/2", 4", 5" OR 6", AS SPECIFIED BY SMPA.
- MINIMUM HORIZONTAL CLEARANCE FROM OTHER UTILITIES (MEASURED FROM EDGE TO EDGE OF CABLES, CONDUITS, GAS, SEWER AND WATER LINES);

DISTANCE FROM	MIN. CLEARANCE
GAS LINE	36"
HIGH PRESSURE GAS LINE	60"
WATER LINE	36" (60" PER TOWN STANDARDS)
TELEPHONE	12"
CATV	12"
SEWER LINE	36" (60" PER TOWN STANDARDS)

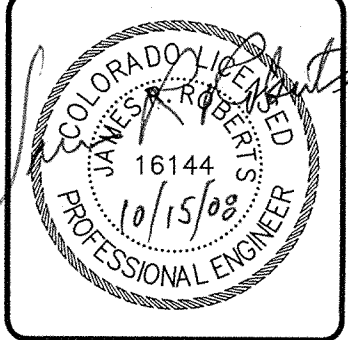
IN ADDITION TO THE ABOVE, ALL REQUIREMENTS AND SPECIFICATIONS CONTAINED IN THE ABOVE REFERENCED HANDBOOK SHALL BE COMPLIED WITH, AS WELL AS CORRESPONDING REQUIREMENTS FOR ALL OTHER APPLICABLE UTILITIES.



App'd  
10/16/08

NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR

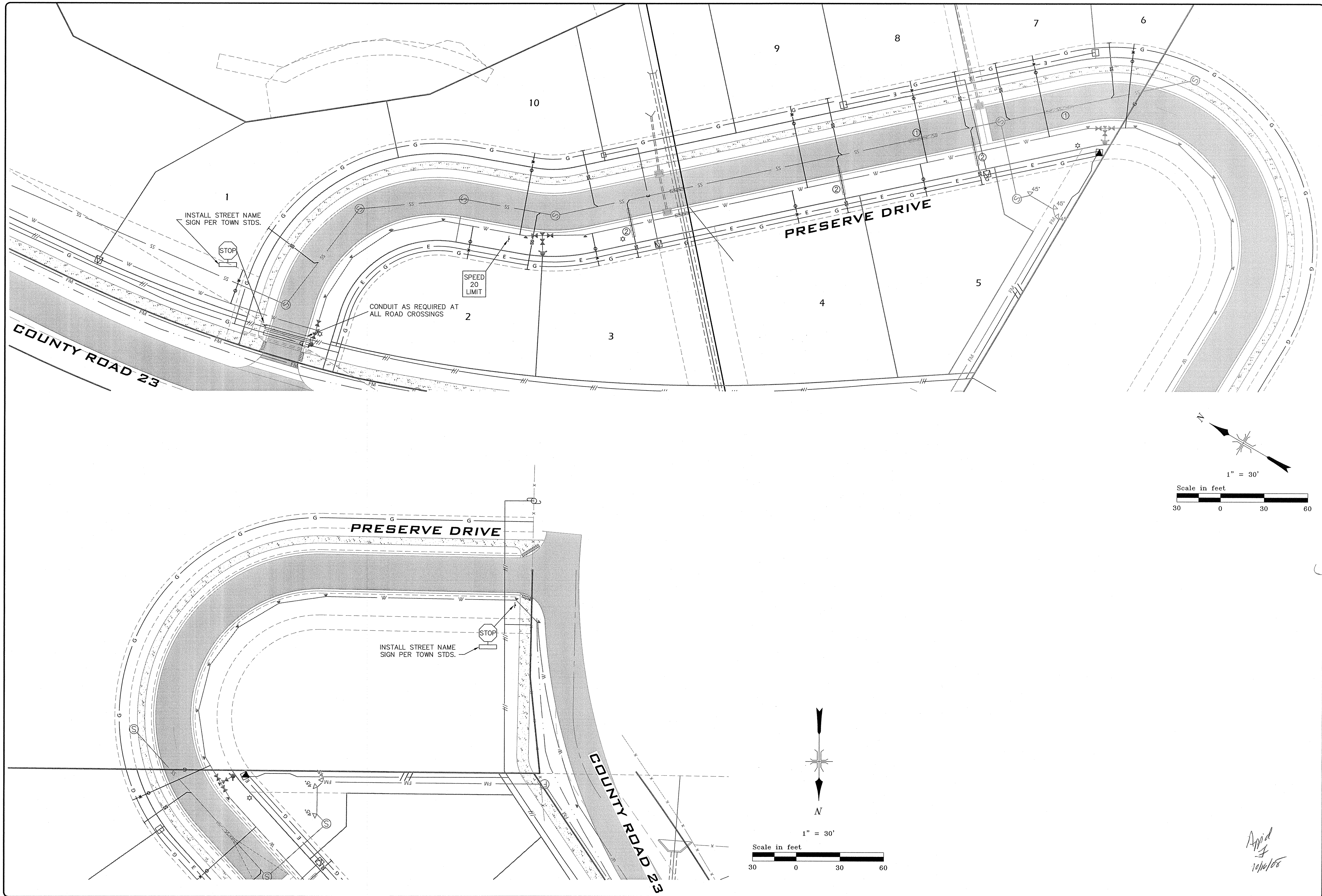
RIDGWAY RIVER DEVELOPMENT, LLC.  
DRY UTILITIES, SEWER/WATER SERVICES  
AND STREET SIGNS - HERON COURT  
THE PRESERVE P.U.D.  
RIDGWAY, COLORADO  
OURAY



DESIGNED BY: JRR	CHECKED BY: JRR	SCALE	DATE ISSUED
		AS NOTED	5/5/08
FILE NAME:	0556-dry-util	TS	

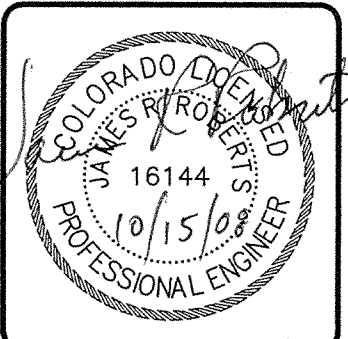
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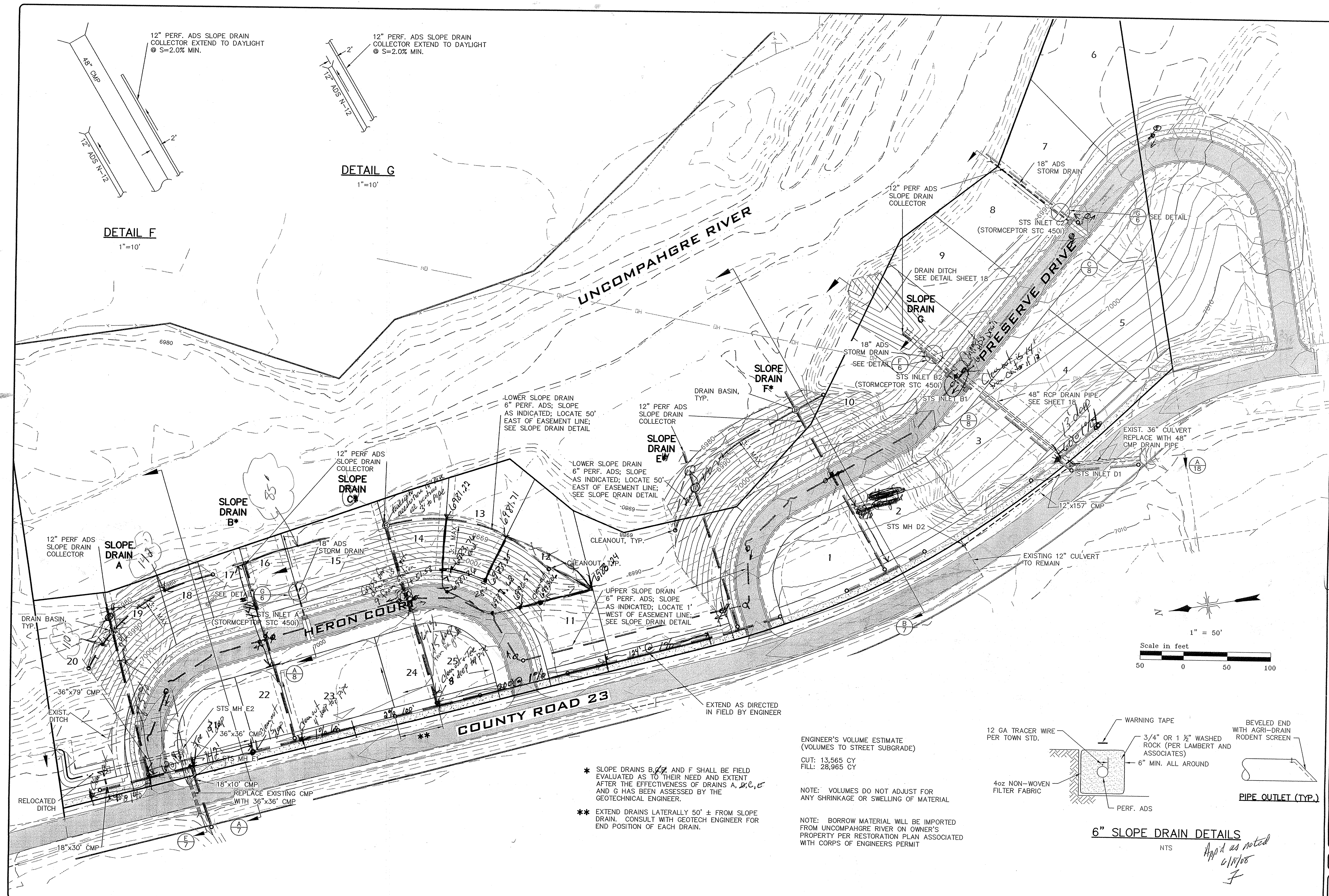
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1	12/21/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR

RIDGWAY RIVER DEVELOPMENT, LLC.  
 DRY UTILITIES, SEWER/WATER SERVICES  
 AND STREET SIGNS - PRESERVE WAY  
 THE PRESERVE P.U.D.  
 RIDGWAY, COLORADO  
 OURAY



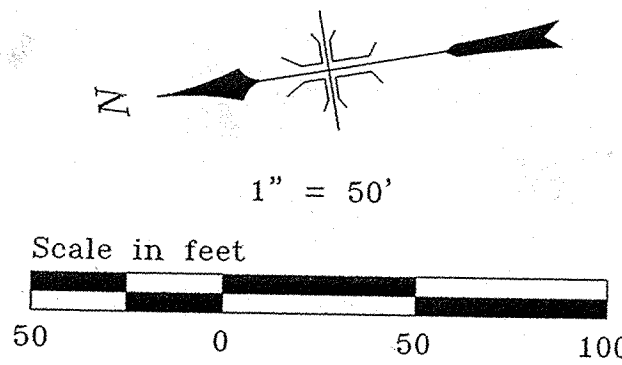
DML DELMONT CONSULTANTS, INC. ENGINEERING & SURVEYING 122 Colorado Ave. • Ridgway, CO 81061 • (970) 249-2347 fax www.dml-engineers.com • www.dml-surveyors.com		CHECKED BY: JRR	DATE ISSUED: 5/5/08
DESIGNED BY: JRR	AS NOTED	FILE NAME: 0556-dry-uti	
DRAWN BY: TS			



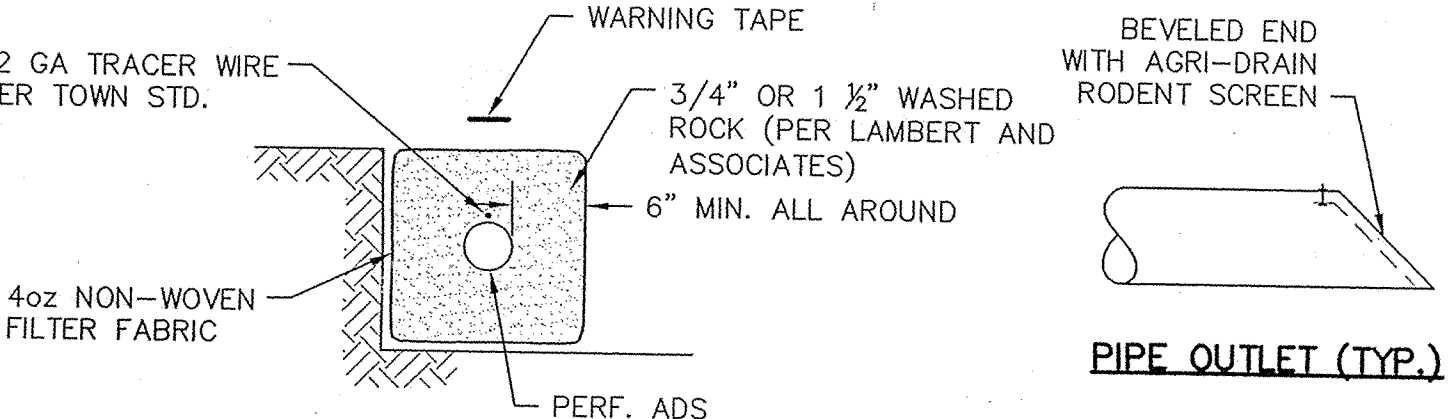


**DETAIL F**  
1"=10'

**DETAIL G**  
1"=10'



**6" SLOPE DRAIN DETAILS**  
NTS



- \* SLOPE DRAINS B, C, E, AND F SHALL BE FIELD EVALUATED AS TO THEIR NEED AND EXTENT AFTER THE EFFECTIVENESS OF DRAINS A, D, C, AND G HAS BEEN ASSESSED BY THE GEOTECHNICAL ENGINEER.
- \*\* EXTEND DRAINS Laterally 50' ± FROM SLOPE DRAIN. CONSULT WITH GEOTECH ENGINEER FOR END POSITION OF EACH DRAIN.

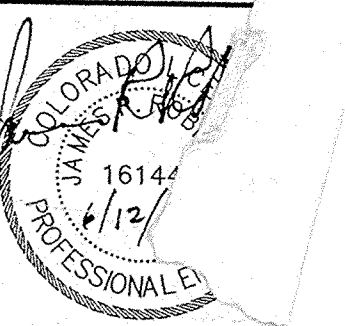
ENGINEER'S VOLUME ESTIMATE  
(VOLUMES TO STREET SUBGRADE)  
CUT: 13,565 CY  
FILL: 28,965 CY

NOTE: VOLUMES DO NOT ADJUST FOR ANY SHRINKAGE OR SWELLING OF MATERIAL

NOTE: BORROW MATERIAL WILL BE IMPORTED FROM UNCOMPAGHGRE RIVER ON OWNER'S PROPERTY PER RESTORATION PLAN ASSOCIATED WITH CORPS OF ENGINEERS PERMIT

NO	DATE	REVISIONS	BY
4	6/5/08	REVIEW COMMENTS DATED 06/04/08	JR
3	4/25/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 2/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

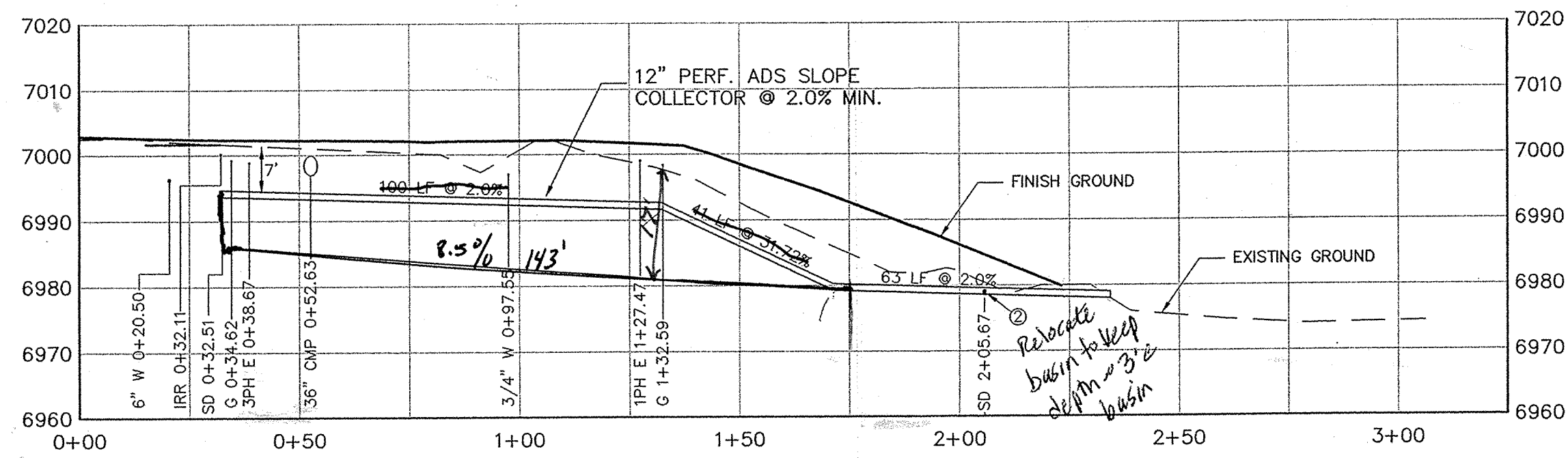
RIDGWAY RIVER DEVELOPMENT, LLC.  
GRADING AND DRAINAGE  
THE PRESERVE P.U.D.  
RIDGWAY, COLORADO



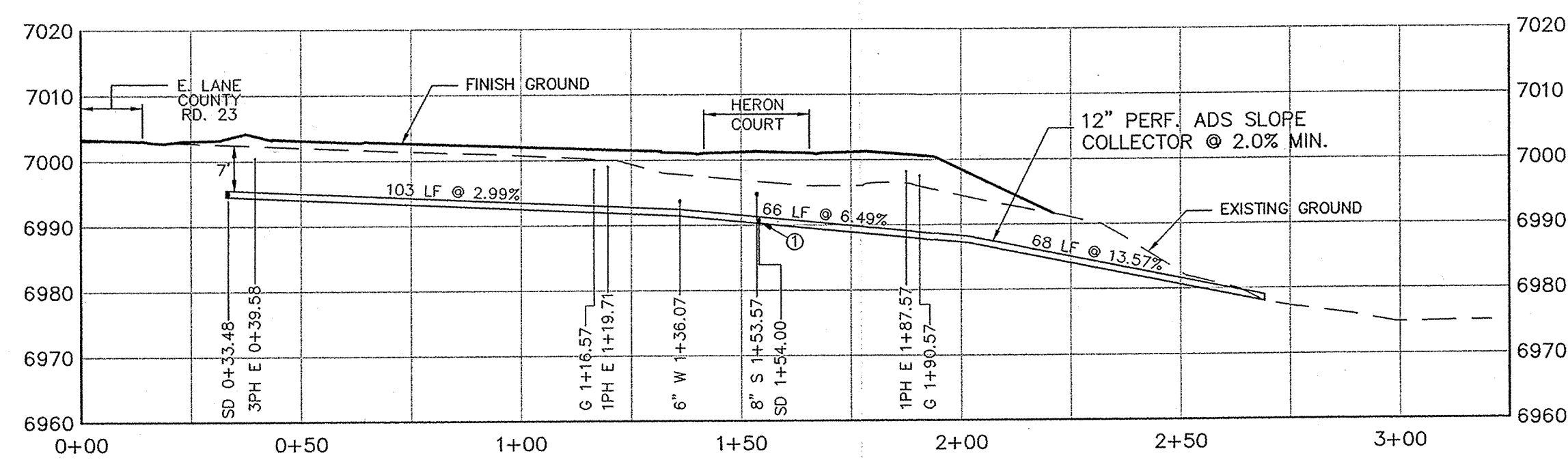
DEL MONT CONSULTANTS, INC. ENGINEERS & SURVEYORS 125 Colorado Ave. • Montrose, CO 81401 • 970.242.2251 • 970.242.2442 www.delmont.com • delmont@delmont.com	PROJECT NO. 0556-HA01	DATE ISSUED 5/5/08
SCALE AS NOTED	FILE NAME 0556-HA01	DATE 5/5/08
DESIGNED BY JRR	CHECKED BY JRR	DATE 5/5/08
DRAWN BY TS	FILE NAME 0556-HA01	DATE 5/5/08

SHEET NO. 6	SHEETS 24
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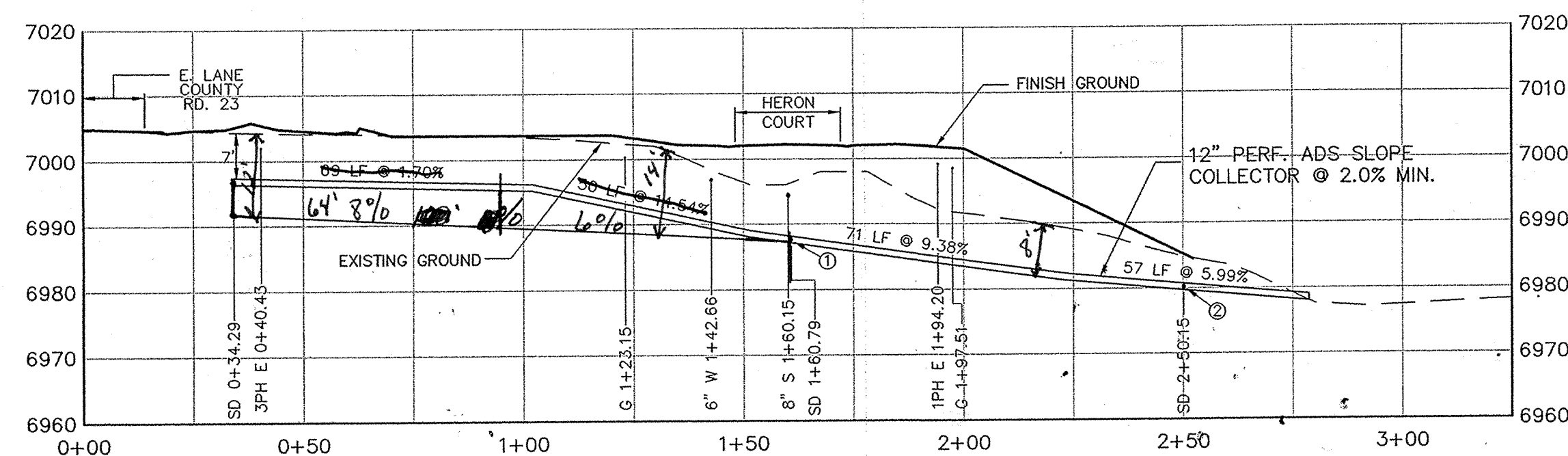




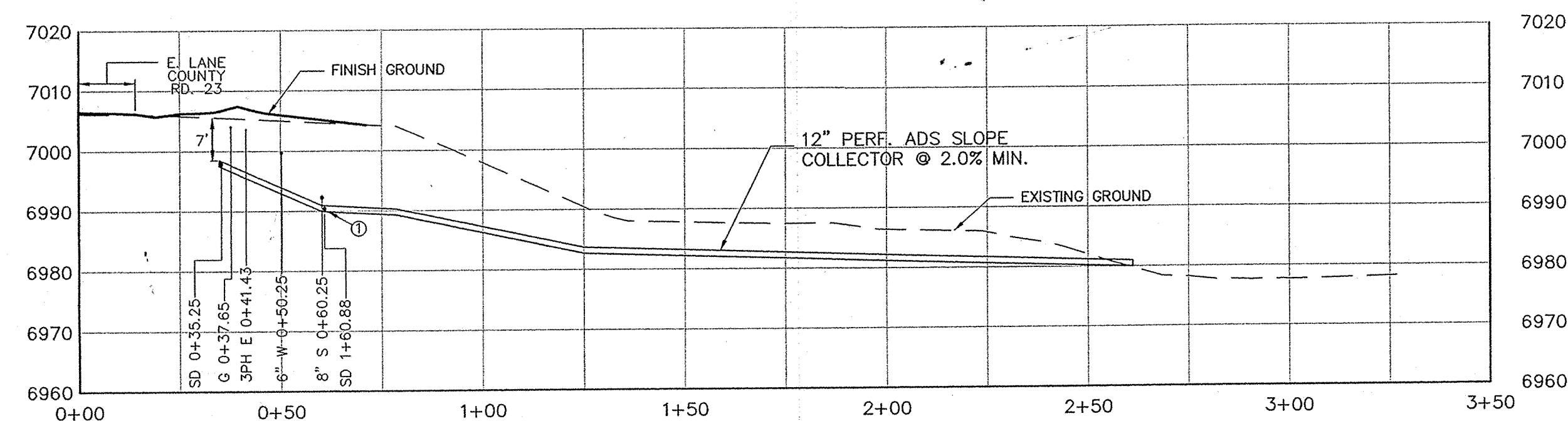
SLOPE DRAIN A



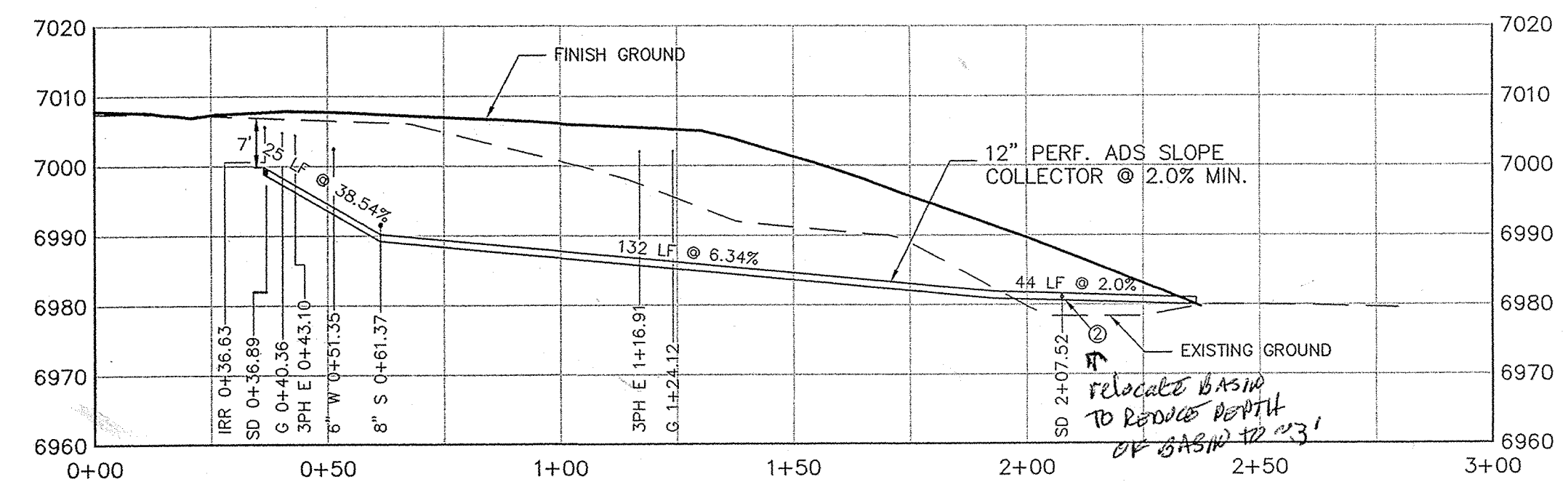
SLOPE DRAIN B



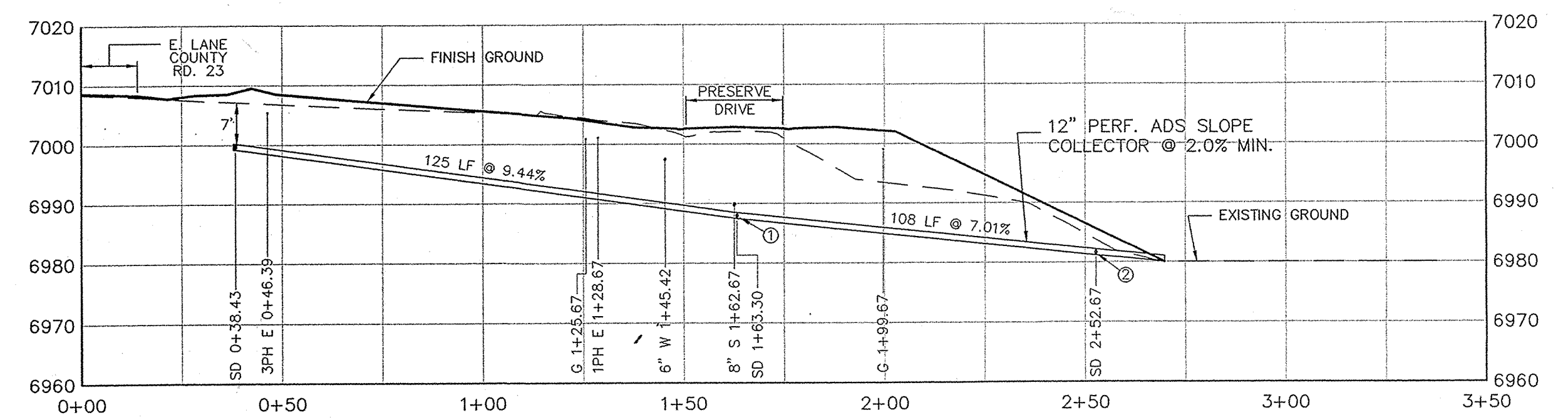
SLOPE DRAIN C



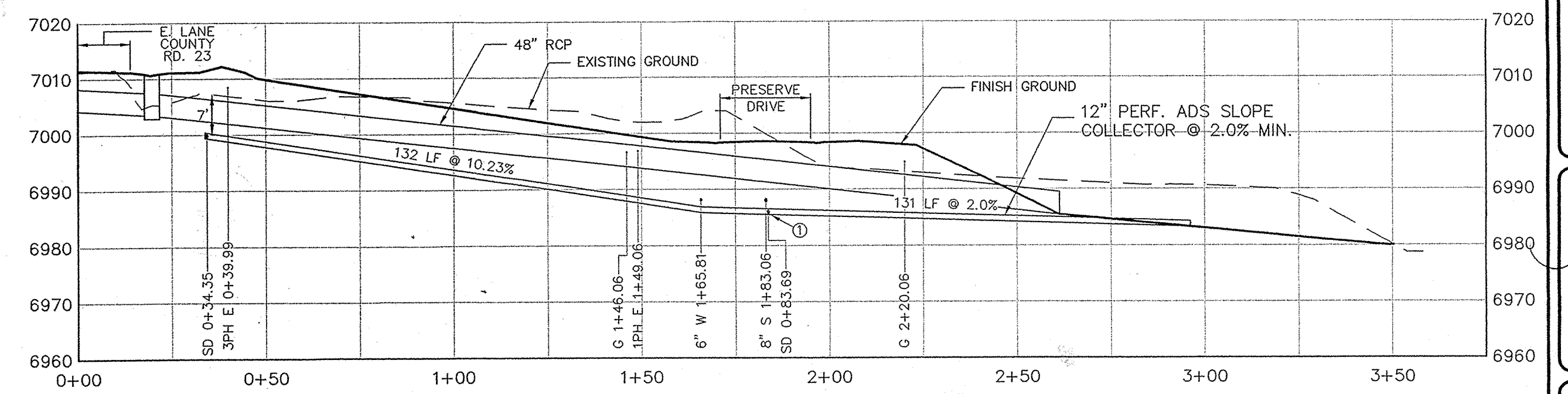
SLOPE DRAIN D



SLOPE DRAIN E



SLOPE DRAIN F

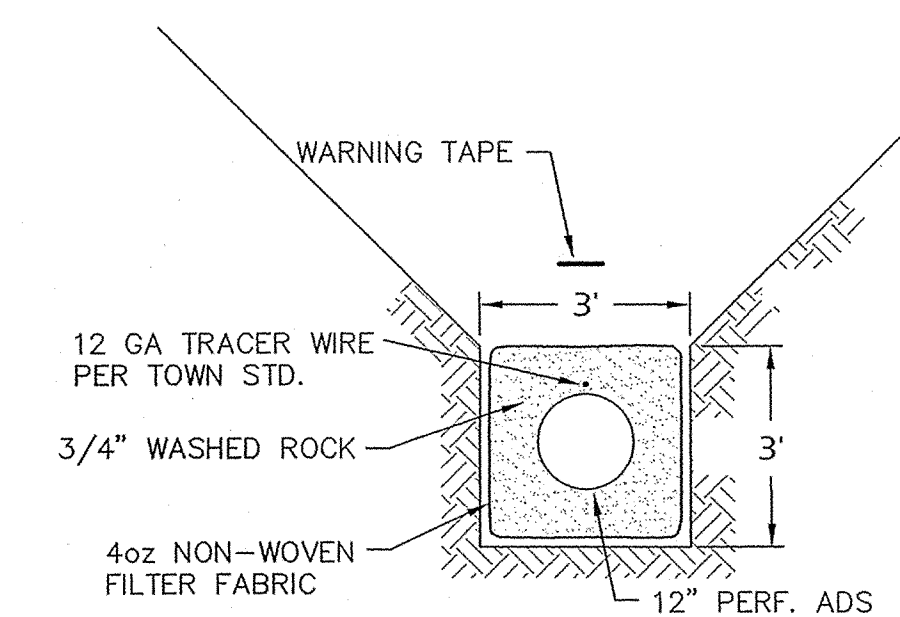


SLOPE DRAIN G

NOTE:

- ① CONNECT SEWER SUBDRAIN (UPPER SLOPE DRAIN)
- ② CONNECT LOWER SLOPE DRAIN

DO NOT REDUCE DEPTH OF SEWER LINES  
UP TO APPROVED CHANGES ORDER. OR  
TO DEEPER LINES W/O CHANGES ORDER  
BUT MUST TRACK CHANGES & DEPTHS  
FOR AS BUILTS



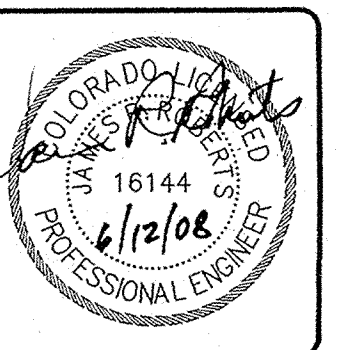
12" SLOPE DRAIN DETAIL

NTS

Approved  
4/18/08

NO	DATE	REVISIONS	BY
4	6/05/08	REVIEW COMMENTS DATED 6/04/2008	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

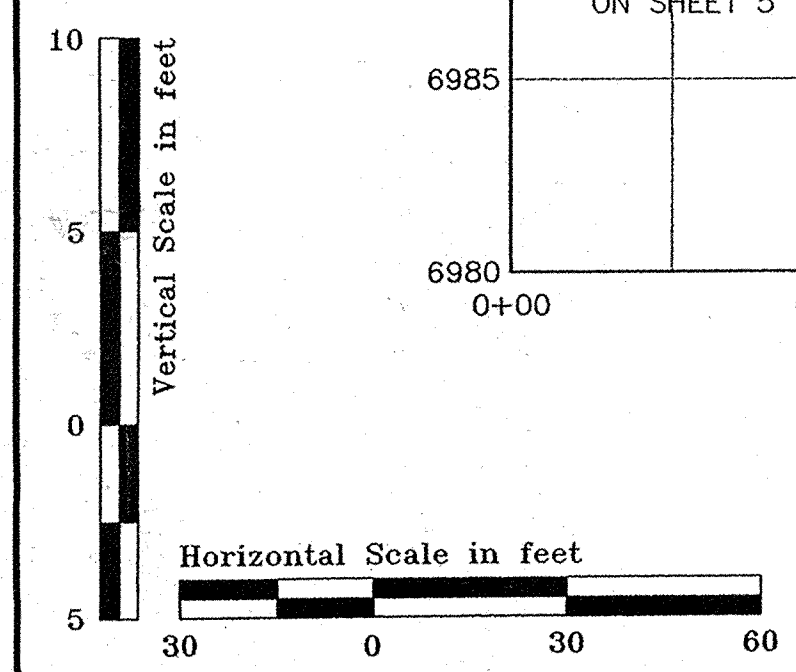
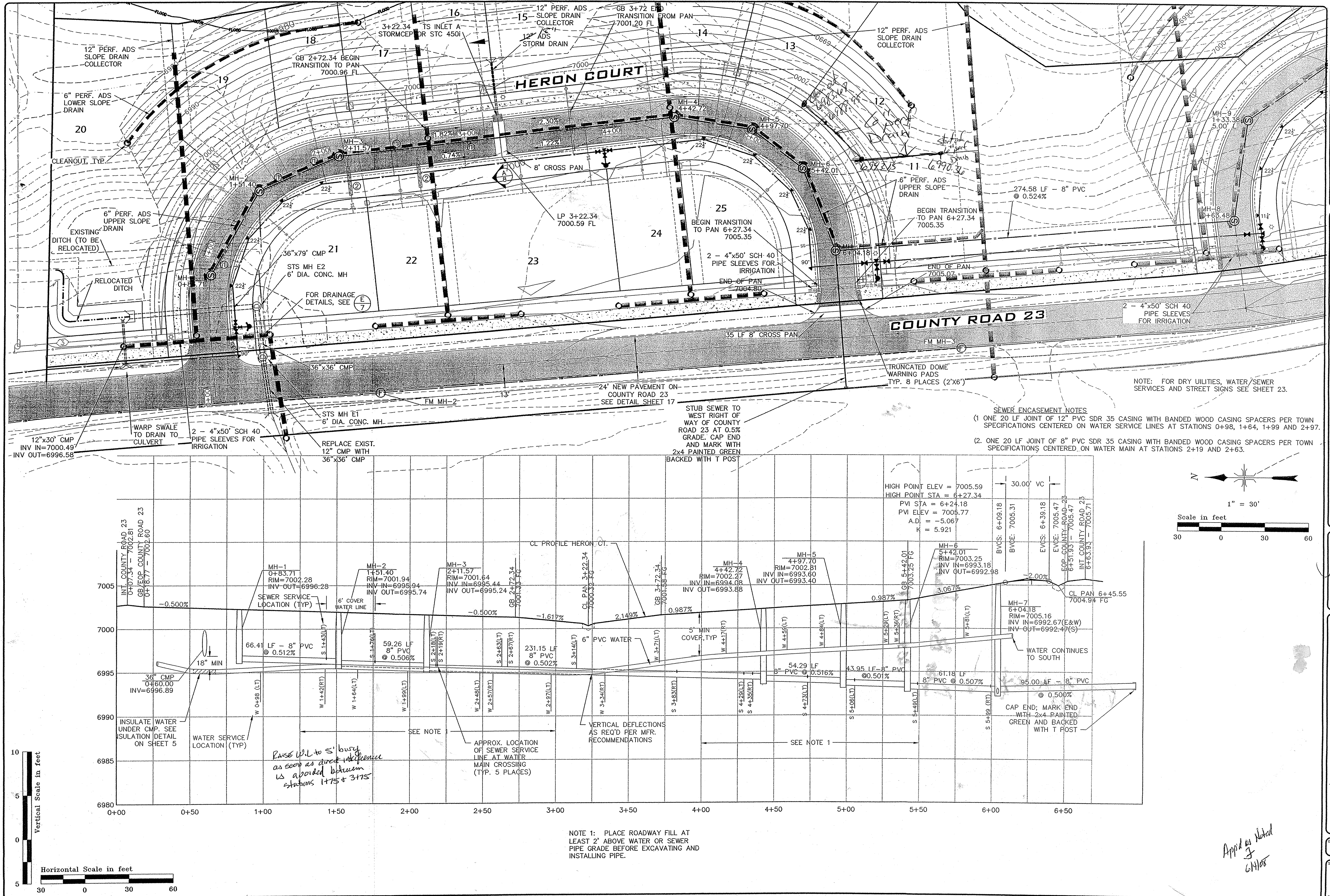
RIDGWAY RIVER DEVELOPMENT, LLC.  
ADDITIONAL SLOPE DRAIN  
COLLECTOR PIPE PROFILES  
THE PRESERVE P.U.D.  
RIDGWAY, COLORADO  
OURAY



DESIGNED BY:	JRR	DATE:	5/5/08
CHECKED BY:	AS NOTED	DATE:	0556-ba01
SCALE:	JRR	FILE NAME:	TS
PROJECT NO.:	0556		

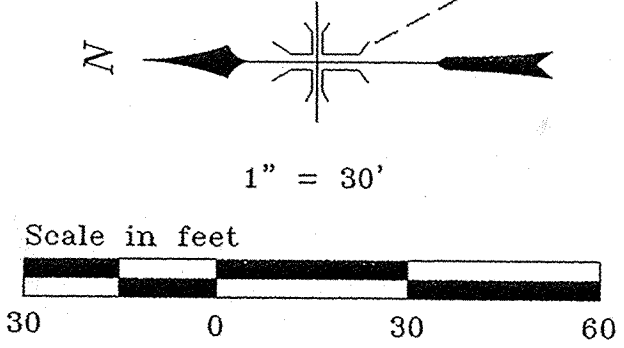
SHEET NO.:	6a
TOTAL SHEETS:	24





NOTE 1: PLACE ROADWAY FILL AT LEAST 2' ABOVE WATER OR SEWER PIPE GRADE BEFORE EXCAVATING AND INSTALLING PIPE.

SEWER ENCASUREMENT NOTES  
(1) ONE 20 LF JOINT OF 12" PVC SDR 35 CASING WITH BANDED WOOD CASING SPACERS PER TOWN SPECIFICATIONS CENTERED ON WATER SERVICE LINES AT STATIONS 0+98, 1+64, 1+99 AND 2+97.  
(2) ONE 20 LF JOINT OF 8" PVC SDR 35 CASING WITH BANDED WOOD CASING SPACERS PER TOWN SPECIFICATIONS CENTERED ON WATER MAIN AT STATIONS 2+19 AND 2+63.

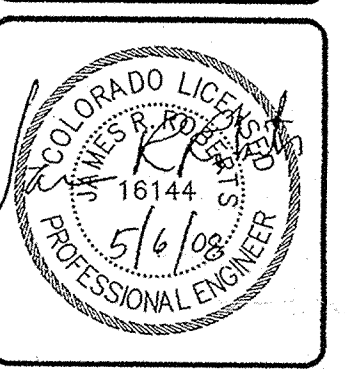


78.02.28  
6996.25  
6.00

Approved  
JRR  
6/1/08

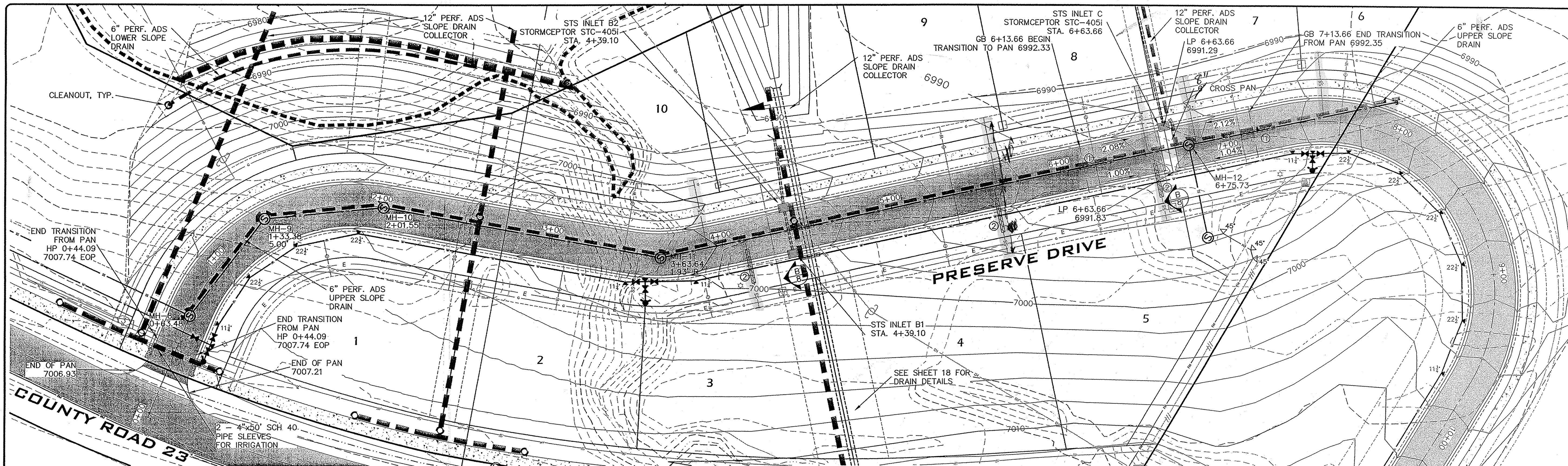
NO.	DATE	REVISIONS	BY
3	4/28/08	REVIEW COMMENTS DATED 04/23/08	JRR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JRR
1	12/03/07	REVIEW COMMENTS	JRR

RIDGWAY RIVER DEVELOPMENT, LLC.  
STREET PLAN & PROFILE  
HERON COURT  
THE PRESERVE P.U.D.  
RIDGWAY, COLORADO



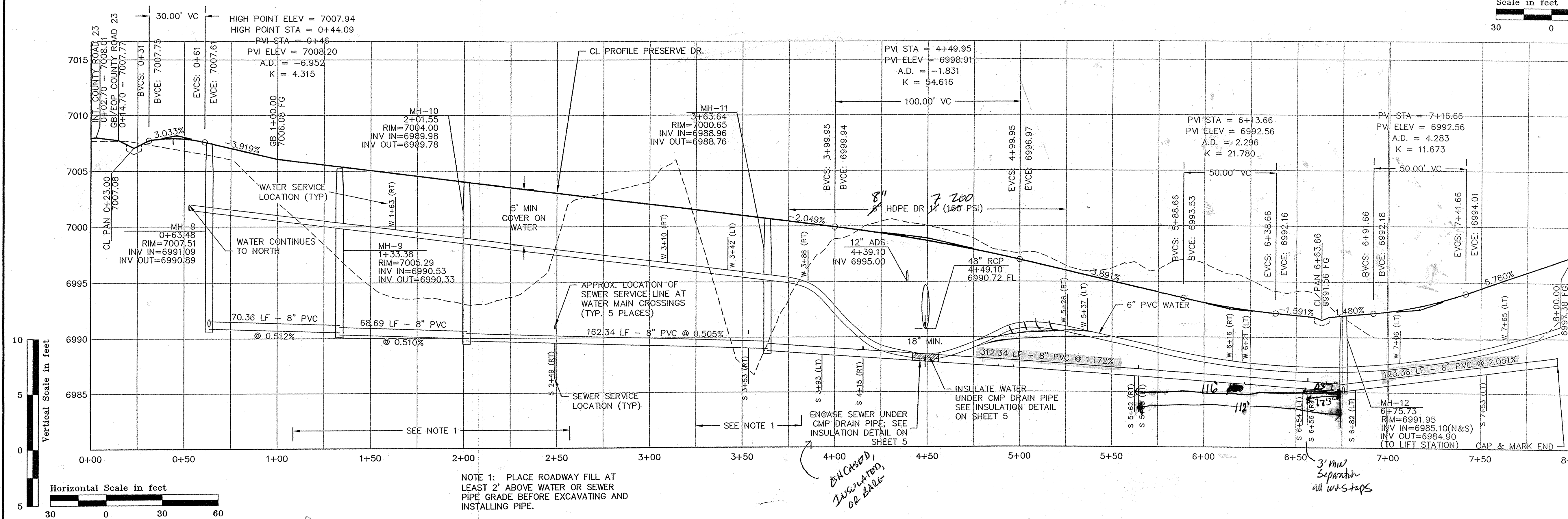
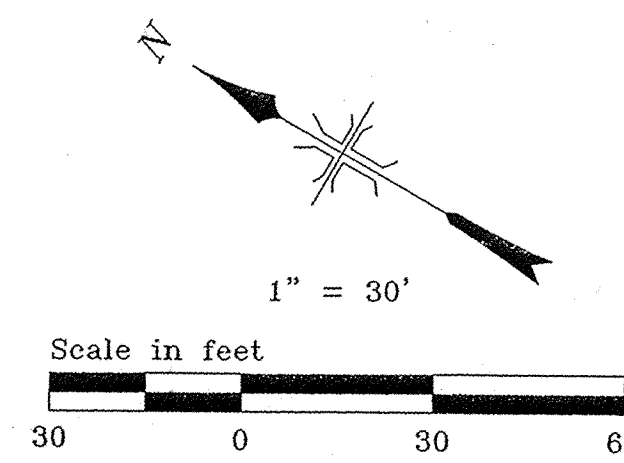
DESIGNED BY: JRR	CHECKED BY: JRR	DATE: 5/6/08
SCALE: AS NOTED	FILE NAME: 0556-ba01	
REVISIONS: TS		





NOTE: FOR DRY UTILITIES, WATER/SEWER SERVICES AND STREET SIGNS SEE SHEET 23.

**SEWER ENCASUREMENT NOTES**  
 ① ONE 20 LF JOINT OF 12" PVC SDR 35 CASING WITH BANDED WOOD CASING SPACERS PER TOWN SPECIFICATIONS CENTERED ON WATER SERVICE LINES AT STATIONS 6+21 AND 7+06.  
 ② ONE 20 LF JOINT OF 8" PVC SDR 35 CASING WITH BANDED WOOD CASING SPACERS PER TOWN SPECIFICATIONS CENTERED ON WATER MAIN AT STATIONS 5+62 AND 6+56. + 4+10



NOTE 1: PLACE ROADWAY FILL AT LEAST 2' ABOVE WATER OR SEWER PIPE GRADE BEFORE EXCAVATING AND INSTALLING PIPE.

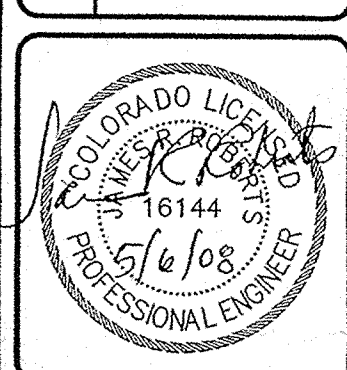
ENCASE SEWER UNDER CMP DRAIN PIPE. SEE INSULATION DETAIL ON SHEET 5.

3' min Separation all w/s-taps

App'd as noted 6/1/08

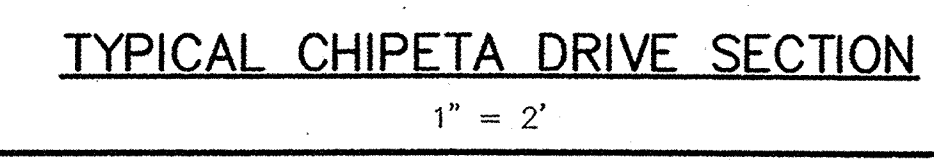
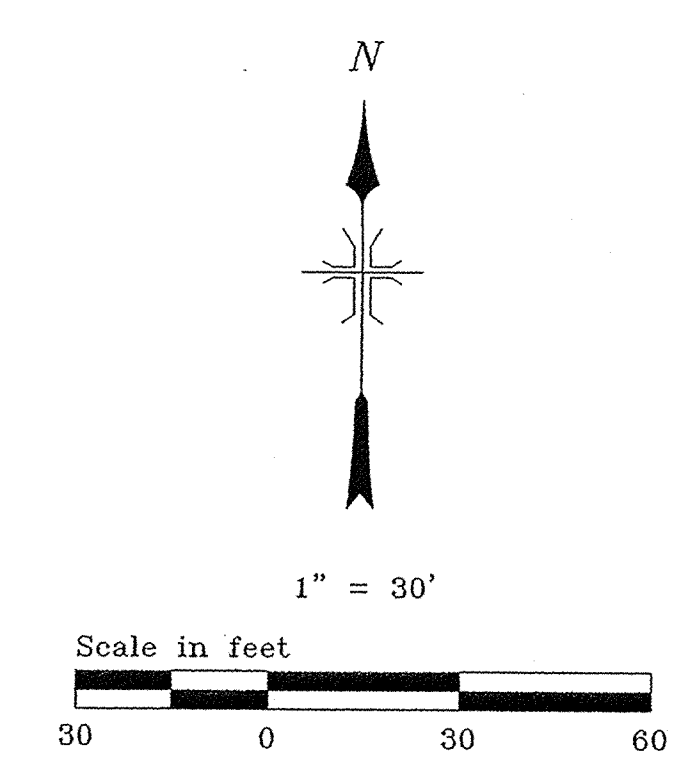
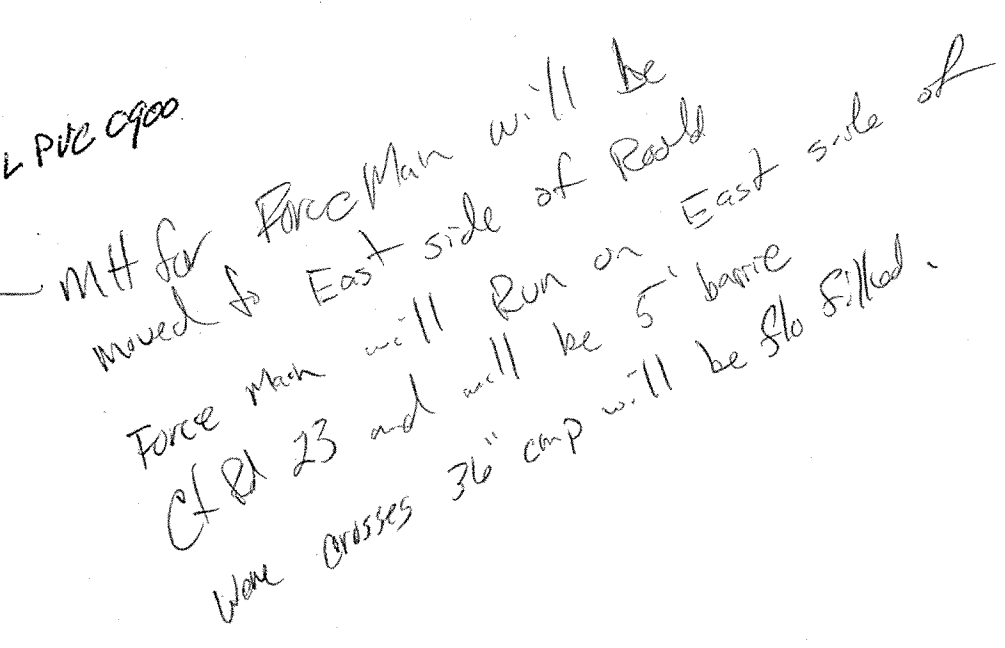
NO	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.  
**STREET PLAN & PROFILE**  
 PRESERVE WAY - 0+00 TO 8+00  
 THE PRESERVE P.U.D.  
 RIDGWAY, COLORADO



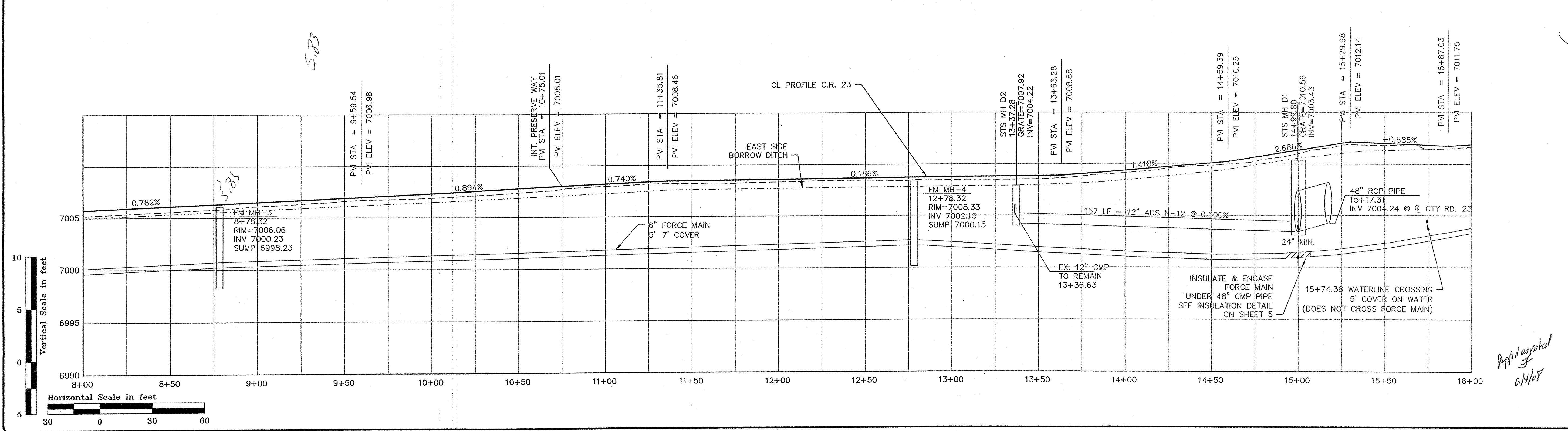
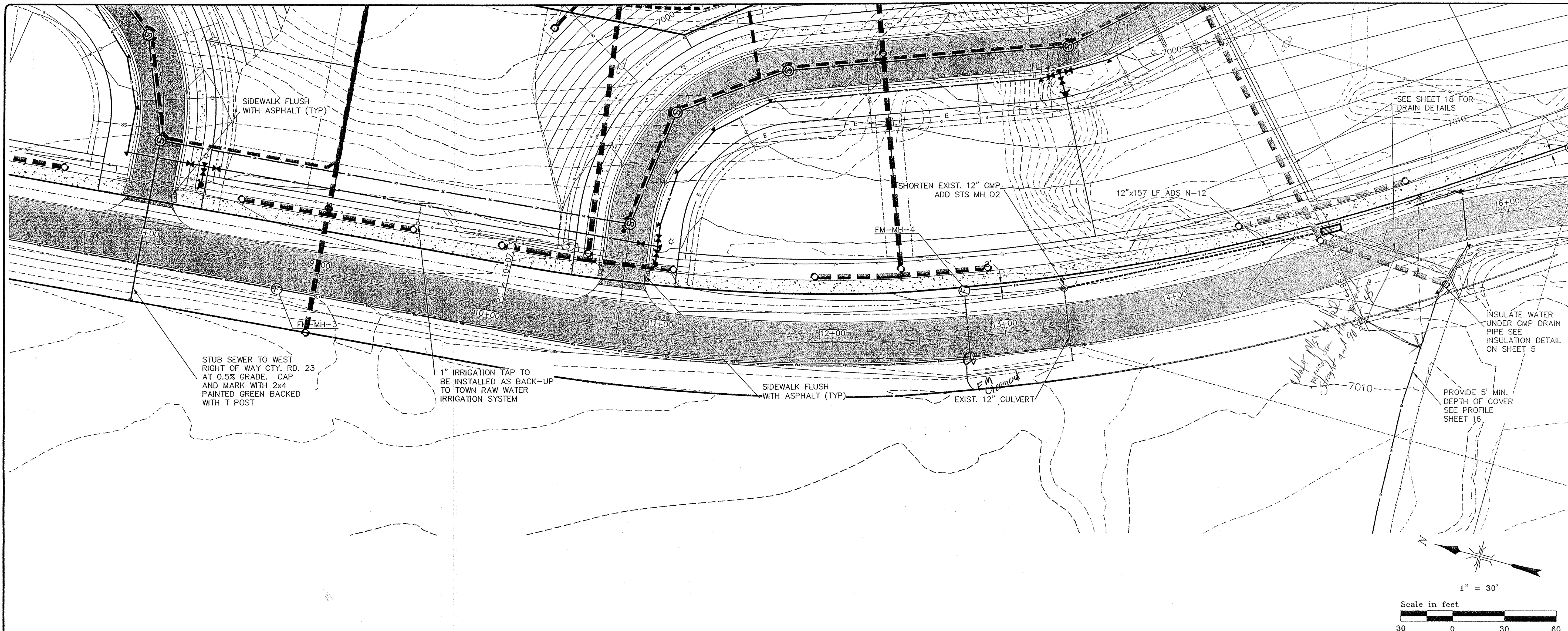
DESIGNED BY:	JRR	CHECKED BY:	JRR	DATE ISSUED:	5/5/08
SCALE:	AS NOTED	FILE NAME:	0556-ha/1		
TS					





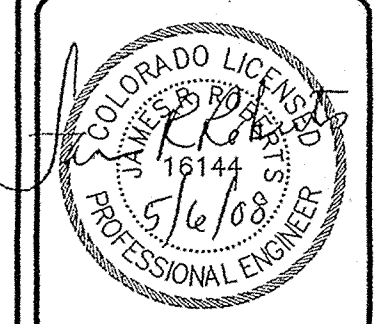
DMC JOB NO.:	
0556	
SHEET NO.:	
13	
OF	24
SHEETS	





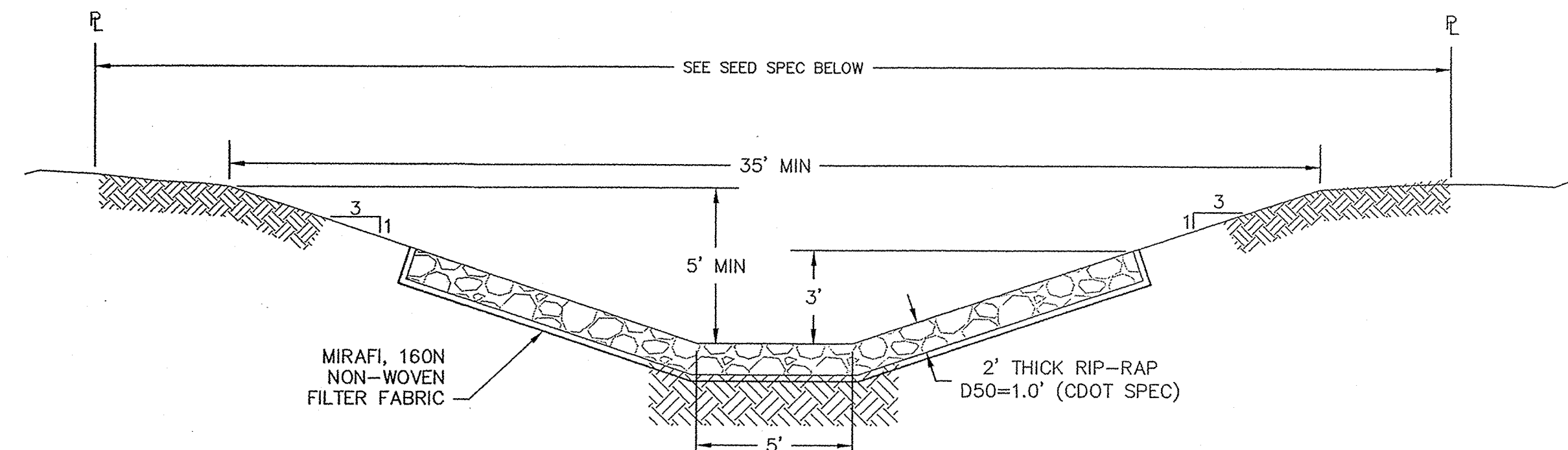
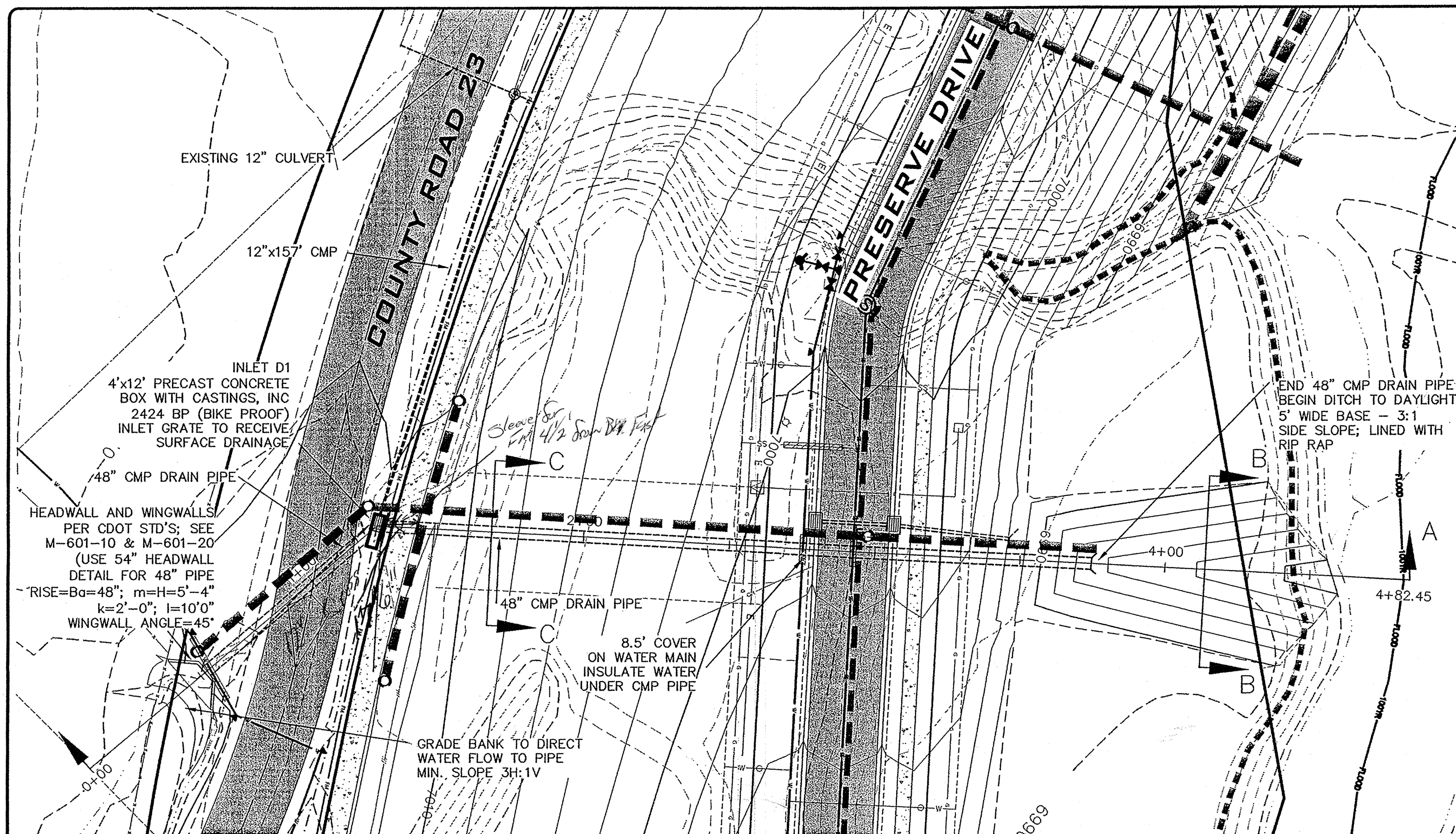
NO	DATE	REVISIONS	BY
3	4/23/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

RIDGWAY RIVER DEVELOPMENT, LLC.  
**STREET PLAN & PROFILE**  
 COUNTY ROAD 23 - 8+00 TO 16+00  
 THE PRESERVE P.U.D.  
 RIDGWAY, COLORADO  
 OURAY



 DELMONT CONSULTANTS, INC. ENGINEERS & ARCHITECTS 120 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2252 fax www.delmont.com • service@delmont.com	DESIGNED BY:	SCALE:	FILE NAME:	DATE:	5/5/08
	CHECKED BY:	AS NOTED	0556-ba01		
	JRR	TS			

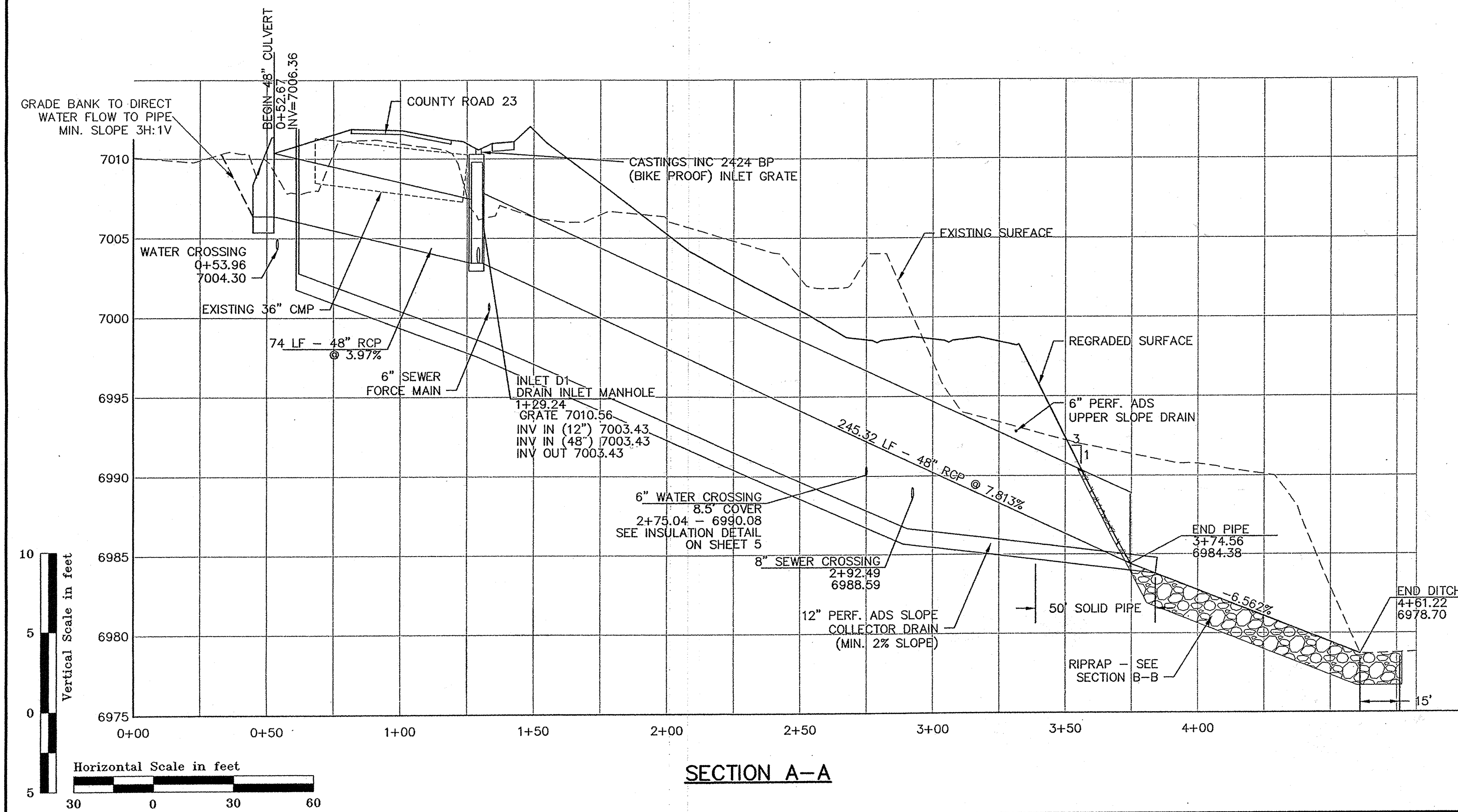
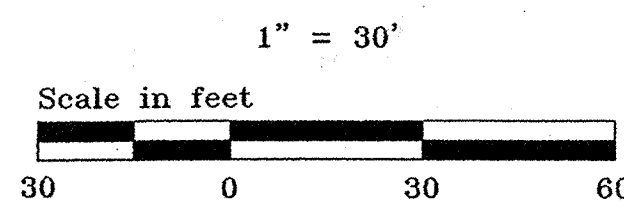




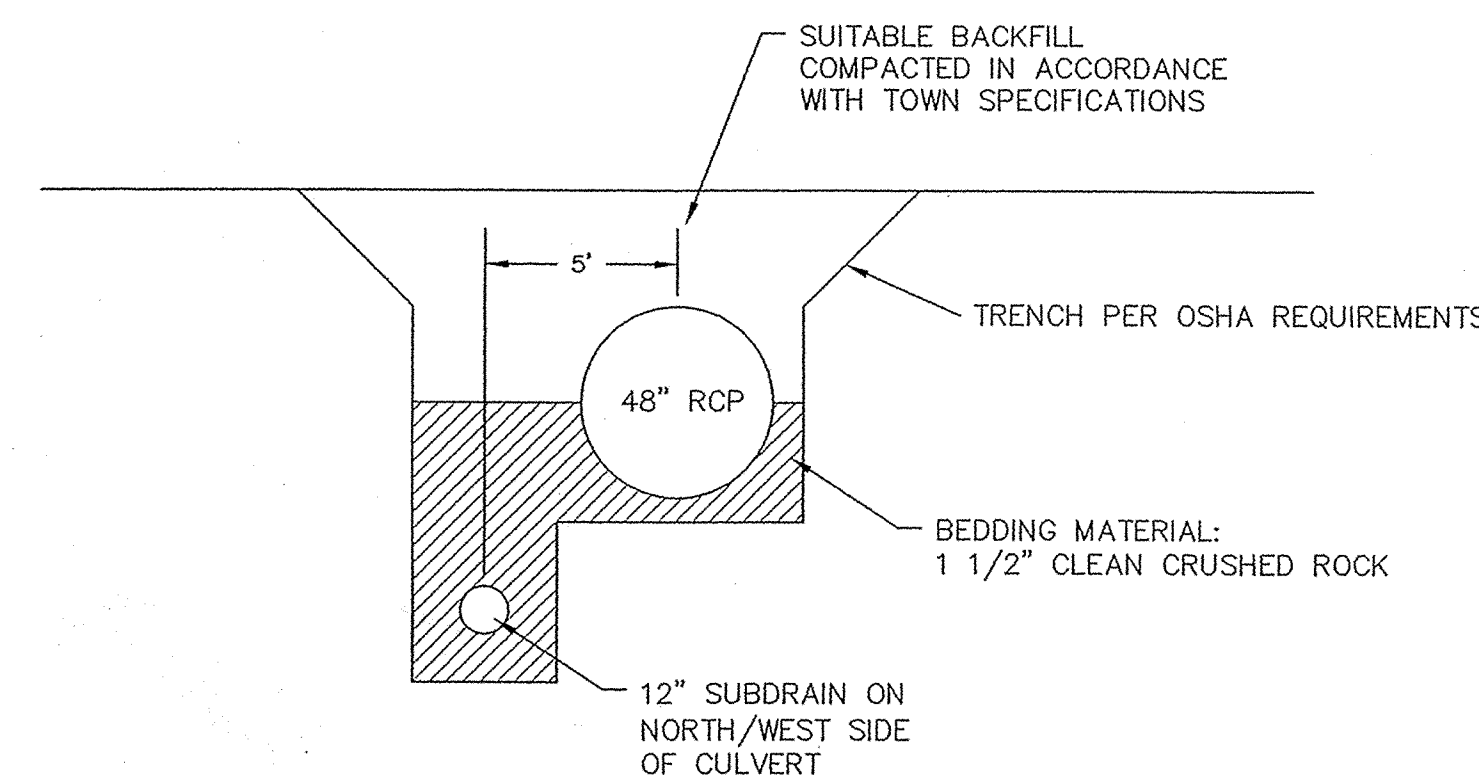
SECTION B-B  
TYPICAL OUTFALL CHANNEL A

### SEED SPECIFICATION

- BROADCAST SEED IN RIPRAP AREA PRIOR TO PLACEMENT OF RIPRAP.
  - HYDROSEED AREAS ABOVE RIPRAP AFTER PLACEMENT OF RIPRAP.
  - APPLY THE FOLLOWING SEED MIXTURE:
- | SPECIES                              | LBS/AC PLS         |
|--------------------------------------|--------------------|
| WESTERN CRESTED WHEATGRASS (EPHRAIM) | 6.0                |
| STREAMBANK WHEATGRASS (SODAR)        | 6.0                |
| SAND DROPSEED                        | 0.5                |
| TALL WHEATGRASS (JOSE)               | 12.5               |
| <b>TOTAL</b>                         | <b>24.5 LBS/AC</b> |
4. SEEDING TIME:  
 SPRING - APRIL 1 - 30  
 LATE SUMMER - AUG.15 - SEP.1



SECTION A-A

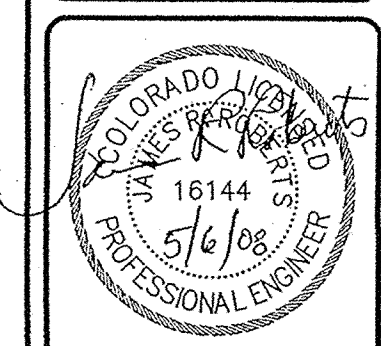


SECTION C-C  
TYPICAL SECTION - 48" PIPE  
NTS

Approved as noted  
6/4/00

NO	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

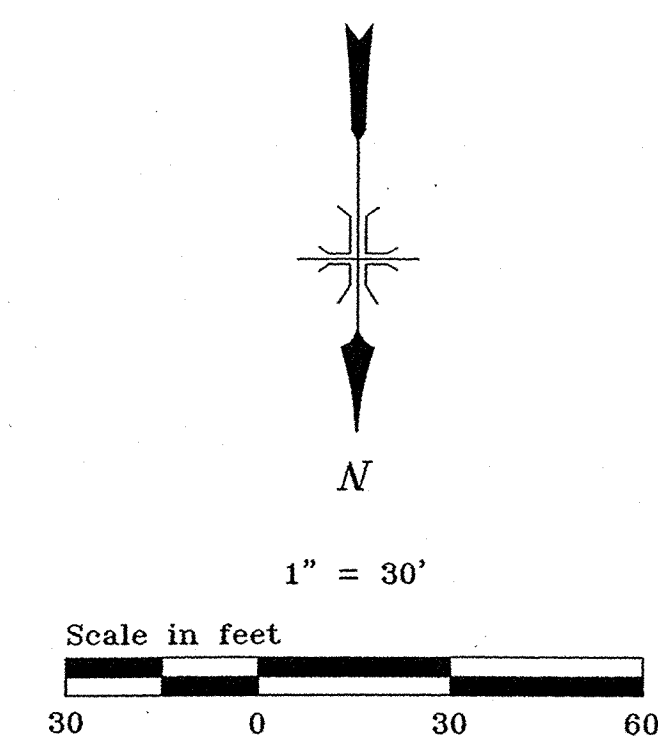
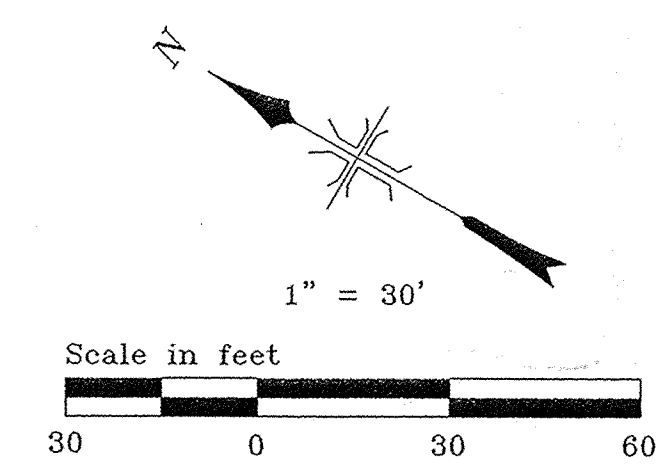
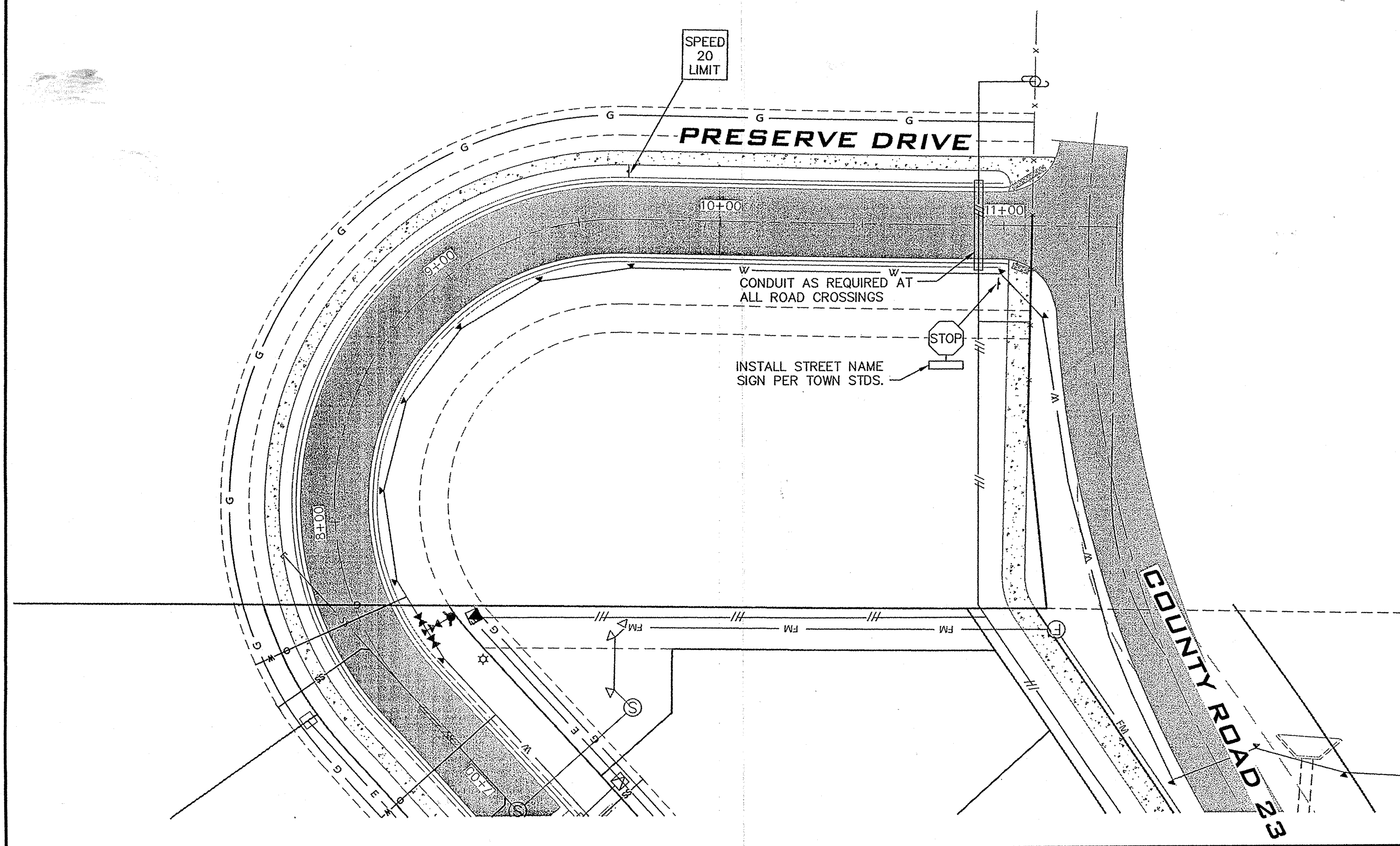
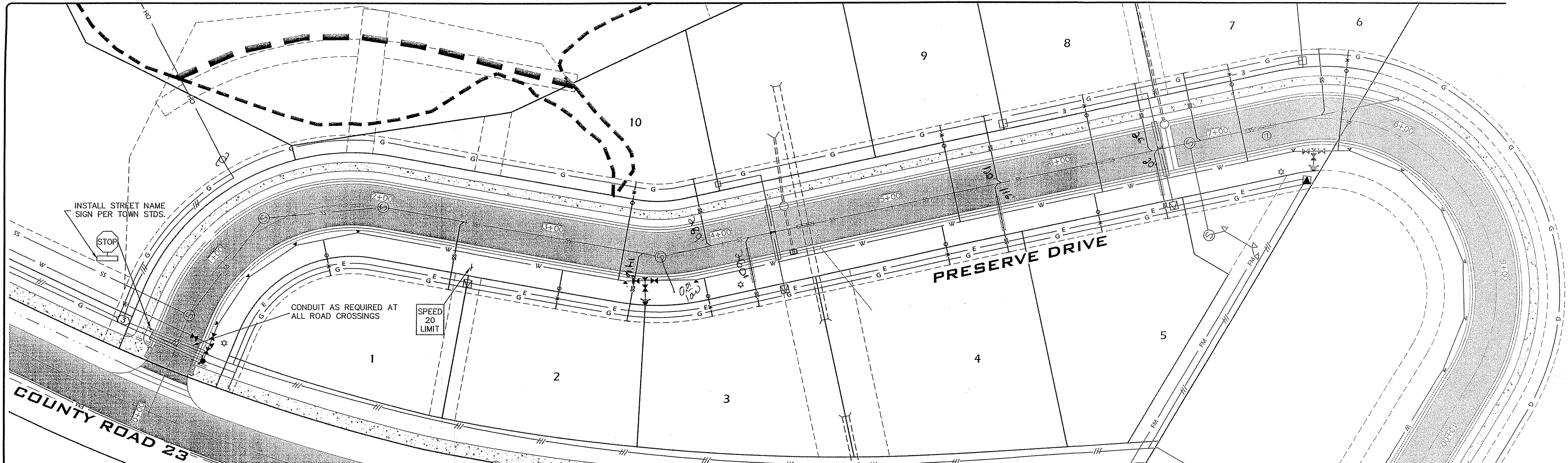
RIDGWAY RIVER DEVELOPMENT, LLC.  
 DRAIN DITCH PLAN & PROFILE  
 THE PRESERVE P.U.D.  
 RIDGWAY, COLORADO



DEL-MONT CONSULTANTS, INC.	JRR	5/5/08
120 Colorado Ave. • Montrose, CO 81401 • 970.249.2881 • 970.249.2442 fax	AS NOTED	0556-ba01
www.del-mont.com • service@del-mont.com	SCALE	FILE NAME
DESIGNED BY: JRR	DATE ISSUED	DATE
CHECKED BY: JRR	DATE	DATE
APPROVED BY: JRR	DATE	DATE

SHEET NO.: 18	OF 24 SHEETS
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RIDGWAY RIVER DEVELOPMENT, LLC. DRY UTILITIES, SEWER/WATER SERVICES AND STREET SIGNS - PRESERVE WAY THE PRESERVE P.U.D. RIDGWAY, COLORADO		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave., • Montrose, CO 81401 • (970) 249-2331 • (970) 249-2432 fax www.delmont.com • service@delmont.com	
PREPARED BY: JRR CHECKED BY: JRR SCALE: AS NOTED DATE: 05/08	DATE: 05/08 DATE: 05/08 DATE: 05/08	DATE: 05/08 DATE: 05/08 DATE: 05/08	DATE: 05/08 DATE: 05/08 DATE: 05/08
SHEET NO.: 24 OF 24		DMC JOB NO.: 0556	

Apply Notes  
 6/4/08



[illegible]



**Land Title Guarantee Company**  
**TBD Report**

Order Number: OU85005061-1



**This report is neither a commitment to insure, nor an abstract of title. This product may not conform to the written standards and practices of our underwriters and the Company reserves the right to set further requirements and/or exceptions should a full title commitment be ordered in the future. The liability of the Company shall not exceed the charge paid by the applicant for this report, nor shall the Company be held liable to any party other than the applicant for this report.**

**Certification Date:**

11/30/2017 at 5:00 P.M.

**Address:**

TBD COUNTY ROAD 23, RIDGWAY, CO 81432

**Legal Description:**

THE WOODFORD ADDITION, AS SHOWN ON THE ANNEXATION MAP THEREOF RECORDED MAY 25, 2006 UNDER RECEPTION NO. [191631](#),

AND THAT PORTION OF OUT-LOT A, SAVATH SUBDIVISION, LYING TO THE EAST OF THE WEST BOUNDARY OF COLORADO HIGHWAY 23 AS DEDICATED ON THE PLAT OF THE SAVATH SUBDIVISION RECORDED APRIL 2, 1981 UNDER RECEPTION NO. [130165](#),

ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.

**Ownership:**

RIDGWAY RIVER DEVELOPMENT, LLC

**The following will be required should the Company be requested to issue a future commitment to insure:**

NONE

**We find the following documents of record affecting subject property:**

1. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 21, 1892, IN BOOK 8 AT PAGE [529](#).
2. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN



## Land Title Guarantee Company

### TBD Report

Order Number: OU85005061-1

UNITED STATES PATENT RECORDED JUNE 29, 1892, IN BOOK 8 AT PAGE [487](#).

3. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF ABBOTT EXEMPTION RECORDED MARCH 24, 1997 UNDER RECEPTION NO. [163928](#); ON THE MAP OF SAVATH SUBDIVISION RECORDED APRIL 2, 1981 UNDER RECEPTION NO. [130165](#); AND ANNEXATION MAP OF THE WOODFORD ADDITION, RECORDED MAY 25, 2006 UNDER RECEPTION NO. [191631](#).
4. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN AGREEMENT BY AND BETWEEN THOMAS PATZAU AND CAROL D. PATZAU AND ABBOTT READY MIX, INC., RECORDED DECEMBER 1, 1997 UNDER RECEPTION NO. [165664](#).
5. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN SUPPLEMENTAL AGREEMENT CONCERNING REAL PROPERTY BY AND BETWEEN JOAN L. ABBOTT, ROBERT L. ABBOTT AND R.A. CATTLE COMPANY, L.L.L.P. AND RIDGWAY RIVER DEVELOPMENT L.L.C. RECORDED NOVEMBER 11, 2004 UNDER RECEPTION NO. [186253](#).
6. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN AGREEMENT AND DECLARATION OF COVENANTS BY AND BETWEEN RIDGWAY RIVER DEVELOPMENT, L. L.C., A COLORADO LIMITED LIABILITY COMPANY AND THE TOWN OF RIDGWAY, RECORDED MAY 25, 2006 UNDER RECEPTION NO. [191629](#) AND IN ORDINANCE NO. 05-10 FOR ANNEXATION OF THE WOODFORD ADDITION RECORDED MAY 25, 2006 UNDER RECEPTION NO. [191630](#).
7. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN LETTERS OF AGREEMENT BY AND BETWEEN SAN MIGUEL POWER ASSOCIATION, KAY ARY AND RIDGWAY RIVER DEVELOPMENT, LLC, RECORDED AUGUST 12, 2009 UNDER RECEPTION NO. [201369](#).
8. EASEMENT GRANTED TO TOWN OF RIDGWAY FOR UTILITIES AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 07, 2012, UNDER RECEPTION NO. [207573](#).
9. EASEMENT GRANTED TO SAN MIGUEL POWER ASSOCIATION, INC., FOR POWER LINE, RELATED FACILITIES AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 07, 2012, UNDER RECEPTION NO. [207582](#).
10. EASEMENT GRANTED TO SAN MIGUEL POWER ASSOCIATION, INC., FOR UNDERGROUND POWER LINE, RELATED FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 07, 2012, UNDER RECEPTION NO. [207583](#).
11. EASEMENT GRANTED TO EAGLE-NET ALLIANCE, A COLORADO INTERGOVERNMENTAL ENTITY, FOR UNDERGROUND FIBER OPTIC LINE, RELATED FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 06, 2012, UNDER RECEPTION NO. [208697](#).
12. EASEMENT GRANTED TO EAGLE-NET ALLIANCE, A COLORADO INTERGOVERNMENTAL ENTITY, FOR UNDERGROUND FIBER OPTIC LINE, RELATED FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 06, 2012, UNDER RECEPTION NO. [208699](#).
13. ANY RIGHTS, INTEREST OR EASEMENT IN FAVOR OF THE STATE OF COLORADO, THE UNITED STATES OF AMERICA, OR THE PUBLIC, WHICH EXIST OR ARE CLAIMED TO EXIST IN ANY AREA LYING ABOVE THE HIGH WATER MARK, OR, OVER, UNDER AND/OR ACROSS THE WATERS AND PRESENT AND PAST BED AND BANKS OF THE UNCOMPAHGRE RIVER AS IT TRAVERSES THE SUBJECT TRACT AS SHOWN ON THE PLAT OF THE ABBOTT EXEMPTION RECORDED MARCH 24, 1997 UNDER



**Land Title Guarantee Company**

**TBD Report**

**Order Number: OU85005061-1**

RECEPTION NO. [163928](#).

14. ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND DUE TO THE LOCATION OF THE UNCOMPAHGRE RIVER AS SHOWN ON THE PLAT OF THE ABBOTT EXEMPTION RECORDED MARCH 24, 1997 UNDER RECEPTION NO. [163928](#).





## INVOICE

Land Title Guarantee Company  
5975 Greenwood Plaza Blvd Suite 125  
Greenwood Village, CO 80111  
970-626-3157

SHINING MOUNTAIN REALTY  
RIDGWAY RIVER DEVELOPMENT, LLC  
4016 PIONEER RD  
None  
MONTROSE, CO 81403

### Reference

Your Reference Number:  
Our Order Number: 85005061  
Our Customer Number: 71154  
Invoice Requested by: RIDGWAY RIVER DEVELOPMENT, LLC  
Invoice (Process) Date: December 15, 2017  
Transaction Invoiced By: Todd Selin  
Email Address: tselin@ltgc.com

**Invoice Number: 85005061**

Date: December 15, 2017

Order Number: 85005061

Property Address: TBD COUNTY ROAD 23 RIDGWAY 81432

Buyer/Borrower: None

### Invoice Charges

Previous Amount Due:	\$0.00
TBD Report	\$250.00
Total Invoice Amount:	\$250.00
Current Balance Due:	\$250.00

### Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.  
Please reference **Invoice Number 85005061** on your Payment





## INVOICE

Land Title Guarantee Company  
5975 Greenwood Plaza Blvd Suite 125  
Greenwood Village, CO 80111  
970-626-3157

SHINING MOUNTAIN REALTY  
RIDGWAY RIVER DEVELOPMENT, LLC - TY  
JENNINGS  
4016 PIONEER RD  
MONTROSE, CO 81403

### Reference

Your Reference Number: TBD Commitment - 85005061  
Our Order Number: OU-3302  
Our Customer Number: 71154.1  
Invoice Requested by: RIDGWAY RIVER DEVELOPMENT,  
LLC - TY JENNINGS  
Invoice (Process) Date: December 15, 2017  
Transaction Invoiced By: Web Services  
Email Address: invoicing@ltgc.com

**Invoice Number: OU-3302**

Date: December 15, 2017

Order Number: OU-3302

### Invoice Charges

Service:	TBD Commitment	\$250.00
Ref:	85005061	
Addr:	TBD COUNTY ROAD 23	
Party:	RIDGWAY RIVER DEVELOPMENT, LLC	
Total Amount Invoiced:		\$250.00
Less Payment(s):		\$0.00
Balance Due:		\$250.00

### Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.  
Please reference **Invoice Number OU-3302** on your Payment





Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
Date and Time: 02/16/2018 09:22 AM  
ID Number: 20181132154  
Document number: 20181132154  
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is The Preserve Owners Association, Inc.

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

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 4016 Pioneer Road  
*(Street number and name)*

Montrose CO 81403  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province – if applicable) (Country)*

Mailing address  
**(leave blank if same as street address)**

*(Street number and name or Post Office Box information)*

*(City) (State) (ZIP/Postal Code)*

*(Province – if applicable) (Country)*

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name  
(if an individual) Jennings Ty Lee  
*(Last) (First) (Middle) (Suffix)*

**OR**

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

Street address 4016 Pioneer Road  
*(Street number and name)*

Montrose CO 81403  
*(City) (State) (ZIP Code)*



Mailing address

(leave blank if same as street address)

\_\_\_\_\_  
(Street number and name or Post Office Box information)

\_\_\_\_\_  
(City) CO \_\_\_\_\_  
(State) (ZIP Code)

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

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

4. The true name and mailing address of the incorporator are

Name

(if an individual)

Johnson Stephen B. \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

**OR**

(if an entity)

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

Mailing address

PO Box 726 \_\_\_\_\_  
(Street number and name or Post Office Box information)

Telluride CO 81435 \_\_\_\_\_  
(City) (State) (ZIP/Postal Code)  
United States \_\_\_\_\_  
(Province – if applicable) (Country)

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

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

☒ The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

Pursuant to the Association's Declaration of Covenants, Conditions, Restrictions, Reservations and Easements and C.R.S. Sec. 38-33.3-218 ("Termination of common interest community").



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)

**Notice:**

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.

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

<u>Johnson</u>	<u>Stephen</u>	<u>B.</u>	
(Last)	(First)	(Middle)	(Suffix)
<u>PO Box 726</u>			
(Street number and name or Post Office Box information)			
<hr/>			
<u>Telluride</u>	<u>CO</u>	<u>81435</u>	
(City)	(State)	(ZIP/Postal Code)	
<u>United States</u>			
(Province – if applicable)	(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.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet 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/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



**BYLAWS OF  
THE PRESERVE OWNERS ASSOCIATION, INC.**

Feb. 15, 2018

These are the Bylaws of The Preserve Owners Association, Inc. (the "Association"), which shall operate under the Colorado Revised Nonprofit Corporation Act, as amended (C.R.S. § 7-121-101, et seq.) ("Corporation Act") and the Colorado Common Interest Ownership Act, as amended (C.R.S. § 38-33.3-101, et seq.) (the "Act" or "CCIOA").

**ARTICLE I  
INTRODUCTION**

Section 1. Purpose. The purpose for which the Association is formed is to perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified in the Declaration Of Covenants, Conditions, Restrictions, Reservations And Easements For The Preserve dated \_\_\_\_\_, 2018 ("Declaration"), and to promote the health, safety, welfare, and common benefit of the Owners and residents of The Preserve.

Section 2. Owners Subject to Bylaws. All present or future Owners, tenants, future tenants, or any other person that might use in any manner the facilities of The Preserve are subject to the terms and provision set forth in these Bylaws. The mere acquisition or rental of any Lot or Unit, or the mere act of occupancy of any Unit will signify that these Bylaws are accepted, ratified, and will be complied with.

**ARTICLE II  
DEFINITIONS**

Terms which are defined in the Declaration recorded in the public records of Ouray County, Colorado at Reception No. \_\_\_\_\_ and amendments thereto or such similar document as may be subsequently adopted by the Membership, shall have the same meaning herein, unless otherwise defined herein. The word Member or Members as used in these Bylaws means and shall refer to the Owner or Owners of any Unit (as defined in the Declaration) in The Preserve.

**ARTICLE III**



## MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year of the sale of the first Unit to a third party, and each subsequent regular annual meeting of the Members shall, as much as practicable, be held during the same month of each year thereafter, at such hour as the Executive Board chooses.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Executive Board, or upon written request of the Members who are entitled to 25% vote of all votes.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by email or by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 113 of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy, or by mailed vote. All proxies and mailed votes shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically terminate after the meeting for which it was issued.

Section 6. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Association in writing, and the waiver shall be deemed the same as receipt of notice. A waiver of notice, signed by any Member, before, at or after any meeting shall be a valid substitute for notice for such Members signing a waiver of notice.

## ARTICLE IV

### EXECUTIVE BOARD; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an Executive Board of Directors, who, with the exception of Directors appointed by the Declarant, shall be Members of the Association. The number of Directors on the Executive Board shall be an odd number not less than three (3) or more than five (5). The President, Vice President, and a Secretary-Treasurer shall be elected by the Directors as provided for herein. The number of Directors may be increased by amendment of these Bylaws; provided, however, that the number of Directors shall not be increased to more than five (5). Notwithstanding the foregoing, during the period of Declarant Control (as defined in the Declaration), there may be one (1) or more members of the



Executive Board who shall be appointed by the Declarant or otherwise elected as provided by the Act.

Section 2. Term of Office. The Directors shall serve for a term of two years.

Section 3. Election. Subject to the Declarant's right to appoint and remove officers and Directors of the Executive Board during the period of Declarant Control as set forth in the Declaration, Directors of the Executive Board shall be elected by a majority of the Owners voting at the annual meeting of the Members of the Association.

Section 4. Staggered Terms. The terms of the Executive Board shall be staggered. Of the initial three members of the Executive Board, one shall have an initial term of only one (1) year and two shall have an initial term of two (2) years. As new members of the Executive Board may be added, their terms shall be fixed in such a manner that in any given year approximately one-third (1/3) of the Executive Board members terms are expiring.

Section 5. Removal. Any Director may be removed from the Executive Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Executive Board and shall serve for the unexpired term of his or her predecessor.

Section 6. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his or her duties.

Section 7. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### NOMINATION AND ELECTION OF OFFICERS

Section 1. Election. The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board. All officers, except officers appointed by Declarant, must be Members of the Association.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section I. Regular Meetings. Regular meetings of the Executive Board shall be held as the business of the Association may require, at such place and hour as may be fixed from time to time by resolution of the Executive Board. Notice of such meetings shall be given to the



Members by email, posting on any Association Website, and/or posting at a bulletin board or other established location on the property which is used regularly for giving notice to the Members.

Section 2. Special Meetings. Special meetings of the Executive Board shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Emergency Meetings. The Executive Board may convene an emergency meeting in which to discuss and take action on any matter involving damage or injury to persons or property within the Community. The Executive Board shall provide as much advance notice of an emergency meeting as is reasonably practical.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Executive Board.

Section 5. Attendance. Members shall be allowed to be present at meetings of the Executive Board, to be heard by that body, and be advised of the Executive Board's actions and the reasons therefor.

Section 6. Waiver of Notice. Before or at any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Executive Board shall be a waiver of the notice by him of the time and place thereof. If all the Directors are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

## ARTICLE VII

### POWERS AND DUTIES OF THE EXECUTIVE BOARD

Section 1. Powers. The Executive Board shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;



- (d) declare the office of a Member of the Executive Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Executive Board;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to delegate powers and duties granted to the Executive Board; and
- (f) those powers set forth in the Act.

Section 2. Duties. It shall be the duty of the Executive Board to:

- (a) cause to be kept a record of all its acts and corporate affairs of the Association and make such information reasonably available to the Members;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid, at the discretion of the Executive Board.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Executive Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned or property to which the Association has a right of use, by easement or otherwise;
- (f) procure and maintain adequate Directors and Officers liability insurance covering the actions of the Executive Board members and officers of the association.
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) cause the Common Elements to be adequately maintained; and
- (i) those duties set forth in the Act.



## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a vice-president, and a secretary-treasurer who shall at all times be members of the Executive Board, and such other officers as the Executive Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the annual meeting as provided for herein.

Section 3. Term. The officers of this Association shall each hold office for I year unless she/he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Executive Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Executive Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Executive Board. Any officer may resign at any time giving written notice to the Executive Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Executive Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

#### President

(a) The president shall preside at all meetings of the Executive Board; shall see that orders and resolutions of the Executive Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes in excess of one thousand dollars (\$1000.00).

#### Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Executive Board.



## Secretary-Treasurer

(c) The secretary-treasurer (or the Manager of the Association if so delegated) shall record the Votes and keep the minutes of all meetings and proceedings of the Executive Board and of the Members; serve notice of meetings of the Executive Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members and shall perform such other duties as required by the Executive Board; the secretary-treasurer shall sign all checks and promissory notes of the Association;

## ARTICLE IX

### COMMITTEES

The Association may appoint such committees as deemed appropriate in carrying out the functions of the Association.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.



ARTICLE XII  
INDEMNIFICATION

Section 1. Liability. No officer or director of the Association shall be personally liable for any obligations of the Association, or for any duties or obligations arising out of any acts or conduct of said officer or director performed for or on behalf of the Association, unless any claim or liability arises out of such person's own gross negligence or willful misconduct.

Section 2. Indemnification of Directors and Officers. The Association shall indemnify, to the fullest extent allowed by law, every director or officer, as well as every former director or officer, their heirs, executors, and administrators, against liability and expenses (including legal fees), actually, necessarily and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, and against any liability arising therefrom, to which he/she is made a party by reason of his/her being or having been a director or officer of the Association, or at its request of any other Association of which it is a stockholder or creditor and from which she/he is not entitled to be indemnified, except in relation to matters as to which he/she shall be liable for gross negligence or willful misconduct; in the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified did not willfully commit a breach of duty. The foregoing right to indemnification shall not be exclusive of other rights to which directors, officers, heirs, personal representatives, legal representatives, executors, or administrators may be entitled.

Section 3. Insurance. The Association may purchase and maintain insurance on behalf of any person who is, or was, a director, officer or employee of the Association, or is, or was, serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify him against liability under the provisions of the section.

Adopted by the Executive Board on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Secretary



**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS AND EASEMENTS  
FOR  
THE PRESERVE  
Town of Ridgway, Ouray County, Colorado  
Feb. 15, 2018**

DECLARATION OF The Preserve P.U.D. (the "Declaration") made this \_\_\_\_ day of \_\_\_\_, 2018 by Ridgway River Development, LLC, a Colorado limited liability company, as the "Declarant," pursuant to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time (the "Act").

**RECITALS**

- A. Declarant owns real property in the Town of Ridgway, Ouray County, Colorado, which has been approved for development and subdivision by the Town of Ridgway, under the name "The Preserve P.U.D.", sometimes referred to herein below as "The Preserve". The Declarant intends by this Declaration to establish The Preserve as a common interest planned community to foster the orderly and uniform development of The Preserve by Declarant. The covenants, conditions and restrictions contained in this Declaration intend to protect, in perpetuity, the health, safety and property values within The Preserve and to promote Declarant's planned development and marketing of The Preserve. This Declaration establishes important standards, rights, obligations and restrictions relative to owning real property within The Preserve.
- B. Nothing herein binds the Town of Ridgway or will be enforced by the Town of Ridgway. The Town of Ridgway may enforce its ordinances, regulations, and conditions of the approved planned unit development (P.U.D.), Plats, and Development Agreements as such may be amended from time to time, regardless of anything to the contrary herein.
- C. Add section describing Town entitlements and approvals.

NOW THEREFORE, in consideration of the above Recitals, the Declarant states as follows for this Declaration:

**ARTICLE I.  
SUBMISSION OF REAL PROPERTY**

1.1 **Declaration and Submission.** Declarant hereby submits the real estate legally described in Exhibit "A," together with such additional real estate as may be subsequently added, pursuant to the expansion rights, development rights and special declarant rights reserved herein, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon, to the



provisions of the Act. Declarant further hereby declares that the real property defined below as The Preserve P.U.D., and any property added by expansion, shall be acquired, owned, held, transferred, sold, maintained, used and occupied subject to this Declaration and all covenants, conditions, restrictions, rights, notices, exceptions, reservations, development rights, easements, obligations, assessment obligations, encumbrances and other provisions stated in this Declaration, as may be amended and supplemented from time to time. This Declaration applies to any improvements constructed within The Preserve.

(a) The Preserve P.U.D. The Final Plat of The Preserve P.U.D. is incorporated into this Declaration by this reference as though fully set forth herein. The Plat contains and depict further rights, restrictions, easements, variances, development rights, special declarant rights and other reservations important to all aspects of The Preserve P.U.D. The Plat also sets forth identifying numbers for each Lot. It also reserves and creates, among other things, the boundaries and configuration of the Lots, building setback lines, no building zones, measurements, dimensions and location of the Lots, improvements located or to be located on the Lots, pipeline easements, common and/or public roads, an open space tract, common elements, limited common elements, utility easements, alleys, pedestrian easements, sidewalks, bike paths and irrigation ditches, water courses, surface drainage easements and other encumbrances and notices.

(b) Development of The Preserve /Maximum Lots. The Preserve is a development of 32 units of residential density. As specified in Article 6 herein below, Declarant shall also have the right to add units and to add real property to The Preserve P.U.D. provided that the number of Lots or units added or created does not exceed a maximum of 200 residential units. This maximum shall not be deemed to impair any right herein to add unspecified units if allowed by law.

(c) Identification of Lots or Units. Pursuant to C.R.S. § 38-33-204, every contract for sale, deed, written conveyance, lease, First Lien Security Interest, encumbrance, will or other legal instrument shall legally describe a Lot (or Unit) within The Preserve as follows:

Lot (or Unit)\_\_\_\_\_, The Preserve P.U.D. , according to and subject to that certain Real Property Declaration and Plat Map recorded in the Office of the Ouray County Clerk and Recorder at Reception No. \_\_\_\_\_ and Reception No. \_\_\_\_\_, respectively, Town of Ridgway, Ouray County, Colorado.

(d) Easements and Reversions. Declarant hereby reserves, creates and discloses the following easements, notices and rights relative to The Preserve P.U.D., which may also be depicted on The Preserve P.U.D. Plat: See Exhibit A, below, and Article VII



- (e) Titles and Taxation. Each Lot shall constitute for all purposes a separate parcel of real property and shall be separately assessed and taxed by applicable governmental taxing authorities. Any lien for delinquent taxes shall be confined to the particular Lot involved and shall not affect title to any other Lot.

## **ARTICLE II. DEFINITIONS**

2.1 **General.** Each capitalized term or term of special applicability used in this Declaration or used in The Preserve P.U.D. Plat shall have the meaning specified or used in the Act, unless otherwise defined or used in this Declaration.

- (a) Act or CCOIA. The Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.
- (b) Agency. Any agency or corporation that purchases or issues residential mortgages.
- (c) Articles of Incorporation or Articles. The Articles of Incorporation for The Estate at The Preserve Owners Association, a Colorado nonprofit corporation, as may be amended from time to time.
- (d) Annual Assessment. The Assessment levied pursuant to an annual budget.
- (e) Assessment. The Annual, special and Default Assessments levied pursuant to Article V below. Assessments are also referred to as a common expense liability as define under the Act.
- (f) Association. The Preserve Owners Association, a Colorado nonprofit corporation, its successors and assigns.
- (g) Bylaws. The Bylaws adopted by the Association pursuant to C.R.S. § 38-33.3-306 and amended from time to time.
- (h) Town. Town of Ridgway, Colorado.
- (i) Clerk and Recorder. The office of the clerk and recorder in the County of Ouray.
- (j) Common Elements and General Common Elements. Means the Real Estate within The Preserve P.U.D. owned by the Association, other than a Lot; which real property is designated in the plat map to be recorded for the enjoyment of all the owners.
- (k) Common Expenses. As used in this Declaration, this term includes assessment charges levied by and for the benefit of the Association, pursuant to the Governing Documents, including, but not limited to: (i) annual costs



and expenses of the Association; (ii) large single-item expenditures of the Association (including but not limited to, capital expenditures, open space acquisitions and “Special Assessments”); (iii) amounts necessary to fund reserves pursuant to this Declaration; (iv) amounts for trash services; and (v) amounts for irrigation and landscaping water charges and leases.

(l) County. The County of Ouray, Colorado

(m) Common Expenses Assessment(s); Assessment(s). In addition to the definition included in the Act, shall include, but not be limited to, the following items levied against a particular Owner and/or Lot for the purposes of promoting the health, safety, and welfare of The Preserve and to enforce this Declaration and to construct improvements and acquire additional open space tracts: (i) late charges, attorneys’ fees, fines, and interest; (ii) charges against a particular Owner and the Lot for the purposes of reimbursing the Association for expenditures and other costs of the Association in curing any violation of the Governing Documents by the Owner (including “default assessments”); and (iii) utility assessments and insurance assessments (assessed in proportion to risk).

(n) Declarant. Declarant means the Declarant named in this Declaration, and any successor and/or assignee designated by Declarant.

(o) Declaration. Collective reference to this Declaration, the Final Plat for the Preserve P.U.D., and all the covenants, conditions, restrictions, limitations, reservations assessments, charges, liens, easements, and other provisions set forth herein or therein as may be amended or supplemented.

(p) Design Guidelines. Collective reference to all written design and development guidelines, policies and procedures, building standards and material specifications, application and review procedures and fee schedules, and all architectural controls that apply to all construction and the placement, installation or removal of Improvements within The Preserve and which are enacted by the Executive Board, its authorized delegates, and the DRC pursuant to their rule-making authority.

(q) Design Review Committee/DRC. The committee created by Declarant for the purpose of administering and establishing controls over The Preserve P.U.D. to ensure the desired development, design, use and improvement of those other than the improvements made by the Declarant.

(r) Executive Board or Board of Directors. The governing body of the Association which is designated hereby and in the Articles and Bylaws.

(s) First Lien Security Interest. Any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the records of the office of the



Clerk and Recorder of the County of Ouray, Colorado, having priority of record over all other recorded liens except those governmental liens and Common Expense Assessment liens made superior by statute.

- (t) Governing Documents. Collective reference to those written documents which govern the operation of the Association and Estates at The Preserve including: (i) its Articles of Incorporation; (ii) its Bylaws; (iii) its Rules and Regulations; (iv) Design Guidelines; and (vi) this Declaration, as one or more of the same may be amended from time to time. Each and every provision of the Governing Documents shall be given the force and effect as if set forth in this Declaration, which document shall control in the event of any conflict.
- (u) Improvement(s). Without limit, includes structures, fencing, landscaping, signs, vegetation, utilities, roads, driveways and buildings within or upon a Lot, including any substantial change, removal or addition to any structure or attachment.
- (v) Lot(s). A general term to describe any unit, parcel, tract or other physical portion of property within The Preserve designated for separate ownership or use as shown on the Final Plat of The Preserve P.U.D. with separate boundaries, including any Improvements erected or to be erected thereon. Lot shall also be deemed to include a separate unit that is part of a duplex, triplex or other shared-lot structure. As used herein, "Lot" shall also mean a unit as that term is defined in the Act. Lot shall also mean any property or units that are added to The Preserve pursuant to declarant rights or otherwise.
- (w) Notice of Violation. An instrument which shall set forth the name of the owner of record, the nature of the covenant violation and covenant violated, the approximate dates of violation and containing provisions for the signature of the DRC or the Association.
- (x) Owner or Lot Owner. The Declarant, or any other person or entity that owns, acquires, accepts, purchases or otherwise acquires a Lot in The Preserve. Lot Owner shall be a similar term to Unit Owner as defined in the Act.
- (y) Purchaser. A person, other than a Declarant or an assignee of Declarant and its special declarant rights, development rights and other reserved rights, who by means of a transfer acquires a legal or equitable interest in a Lot.
- (z) Rules and Regulations. Collective term for all rules, regulations, policies, procedures and guidelines of the Association, in general, and including the Design Guidelines, specifically as the same may be adopted and amended from time to time by the Executive Board or the DRC pursuant to the Act, this Declaration and Bylaws.



### **Article III Restriction on Use**

**3.1 General Restrictions.** All of The Preserve P.U.D. Lots shall be held, used and enjoyed subject to following limitations and restrictions, subject to the Development Rights and Special Declarant Rights reserved by the Declarant.

(a) **Restrictions Fences.** Only the following types of fencing will be allowed.

(i) **Lot Boundary Fencing.** Lot boundary fences usually run along common lot lines separating two homeowners' yards. Ownership can be shared between the two homeowners and maintenance may be the shared responsibility of the two homeowners. Such agreements shall be negotiated solely between the homeowners. However, the DRC and the HOA Board of Directors shall be provided a copy of such agreement. All lot boundary fencing shall be no taller than 6' high with specifications approved or selected by DRC. Open slat or metal fencing that preserves scenic views and view corridors are encouraged. Some specific areas of the development may not be allow fences as defined under section 4.2.6 of the Design Guidelines.

(ii) **Kennels.**

(b) **Animals/Dogs.** Except as specifically allowed herein, no animals, horses, swine, goats, livestock, llamas or poultry of any kind may be raised, bred, kept or pastured on The Preserve Lots. Dogs and generally recognized house pets (limited to a maximum of four) are allowed subject to all Town of Ridgway ordinances or laws. Dogs shall be confined to an unfenced dog run to the rear of all structures or within an approved fenced area. The Association may ban problem dogs with notice to and an opportunity to be heard from the Lot Owner where such dog(s) are kept. The breach of any of these rules shall constitute a noxious and offensive activity. The Declarant or any Lot owner may enjoin or seek damages for the maintenance of such animals within The Preserve. For the purposes of this Declaration, a problem animal shall mean an animal that barks uncontrollably, an animal that roams freely and habitually, an animal that chases or harasses wildlife or an animal who is otherwise unsafe or vicious. An animal shall be presumed to be a problem animal in the event the Association has received individual written and signed complaints from at least six different lot owners. Lot Owners shall hold the Association harmless from any claim resulting from any action of their animals.

(c) **Vehicles.** Cars and all vehicles shall be parked in a Garage or on a driveway. Campers, large commercial trucks and vehicles (not pickups), motor homes, motorcycles, jet-skis, boats, boat trailers, truck and utility trailers and other recreational vehicles may not be maintained or stored on the Lots unless stored at all times in a garage approved by the Design Review Committee. Small boats (22' and under), kayaks and canoes shall be stored in the rear yard



of a structure. No abandoned vehicles shall be permitted on any Lot. A vehicle shall be considered abandoned if it remains non-operative for a period of 30 days. In such instance, the Association shall send a letter requiring removal of the vehicle within Fifteen (15) days from the receipt of the letter, and if the Owner does not comply within that period of time, the Association may have the vehicle towed away at the violator's expense. The Association may promulgate additional rules and regulations regarding the parking of all kinds of vehicles.

- (d) Lighting and Signs. Exposed bulbs shall not be permitted on any exterior light fixture and all such fixtures shall incorporate some sort of opaque light shield to mitigate ambient light pollution. The weeks before and after Halloween and Christmas are the only two holiday periods where temporary decorative lighting shall be permitted.
- (e) Temporary Structures. The owners of Lots within The Preserve , including tenants, guests or other invitees, are strictly prohibited from erecting, constructing, placing, using, occupying or living in any mobile home, recreational vehicle, yurt, tent, teepee or other similar structure (hereinafter referred to as "Temporary Residential Structure") on any Lot within The Preserve. Notwithstanding the foregoing, the DRC may approve a Temporary Residential Structure to facilitate the construction of an approved structure on a Lot provided that such structure is temporary. Temporary Residential Structures does not pertain to a Lot owner erecting a tent in their respective backyard for the purpose of a recreational camping experience for youth age 18 years and under. Under no circumstance shall the tent be erected for more than two-weeks.
- (f) Use and Occupancy. The use and occupancy of all Lots shall be limited to residential use. Notwithstanding the foregoing limitations, an Owner may use a Lot to operate a home occupation as long as such home occupation: (i) does not constitute a nuisance; (ii) does not entail any kind of manufacturing activity; (iii) does not create or generate any environmental pollution, including offensive noise or odor; (iv) does not require any on-site employees other than the Owner or a tenant or lessee of the Owner; and (v) does not have any appreciable increase in traffic.
- (g) No Hazardous Activities. No activities shall be conducted within The Preserve which are or may be unsafe or hazardous to any person or property, including wildlife and trees. A Lot Owner shall be absolutely liable to all other Lot Owners, including Declarant, their family members, guest, invitees, licensees and contract purchasers for any damages or personal injuries resulting in such hazardous activities on the Owner's Lot.



- (h) Rentals. No time-sharing or other forms of interval ownership shall be allowed within The Preserve P.U.D. All lessees or tenants of residential dwellings shall in all respects be subject to the terms and conditions of this Declaration. The Association may regulate, prohibit and condition rental activity and may set rules on tenant access and use of Common Elements. Tenants and lessees shall be considered non-members for all Association purposes. All leases and rental agreements of Lots shall state that the failure of the tenant, renter or guest to comply with the terms of the Governing Documents shall constitute a default of the lease or rental agreement and of this Declaration, and such default shall be enforceable by either the Association or the landlord, or both.
- (i) Maintenance and Repairs. Lot Owners shall be responsible for the maintenance, upkeep, repair and replacement of the properties, landscaping, buildings, homes and Improvements within their Lot. All Lots shall be maintained in a neat and attractive condition. Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. Trash, litter, junk boxes, bottles, cans, implements, machinery, lumber or other building materials shall not be permitted to remain exposed upon or within any Lot so that the same are visible from any neighboring Lot, any street or common area except as necessary during construction. The period of construction shall not exceed nine (9) months from the date the building permit is issued. Declarant, its agents and assigns and the Association, and its agents, shall have the authority to enter, replace, maintain, repair and clean up Lots and Improvements which do not conform to the provision of this section, and to charge and collect from the Lot Owners thereof all reasonable costs related thereto as an assessment hereunder. Areas where lawns have been planted shall be kept free of weeds, and unsightly vegetation... Any building or Improvement which has been damaged by fire or other casualty causing the same to be unsightly shall be repaired or removed and revegetated within six (6) months from the date of such casualty.
- (j) Driveways. All driveways shall enter a Lot from The Preserve Drive or Heron Court, as the case may be, and not from County Road #23.
- (k) Un sightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure.
- (l) Easements. Individual Lot Owners may not grant easements across their Lots without the express written consent of both Declarant and the Association thereafter.
- (m) Rules and Regulations. In furtherance of the provisions of this Declaration, the rules and regulations concerning and governing The Preserve P.U.D. or any portion thereof may be adopted, amended, or repealed from time to time by the Executive Board. The Executive Board may establish and enforce



penalties for the infraction thereof. Breach of any Rule or Regulations shall constitute a noxious and offensive activity, constituting a nuisance.

- (n) Signs. Except for activities of Declarant, no signs, advertisements, billboards or advertising structures of any kind or character may be erected or maintained upon a Lot. Notwithstanding the foregoing, the Board or the DRC shall approve and authorize signage for street identification, public directions, rules enforcement and open space and trail usage. Real estate signage is allowed within The Preserve P.U.D. so long as the sign is no larger than three feet square[S1]. Political signs shall be allowed within t
- (o) Garages. Each Lot Owner may construct a two (2) car garage attached to a primary residence or detached so long as it is within the building setback and so long as such garage is constructed of suitable material and design so as to be compatible with the materials and design of the primary dwelling. Every effort shall be made so that Garages are not the dominant architectural feature on the front of a unit and so that the front entrance to the house/unit is more prominent (“proud”) than the garage entrance.
- (p) Insurance Rates. Nothing shall be done or kept on the Lots which will increase the insurance rate on any Association property without prior Board approval, nor shall anything be done or kept in the properties which would result in the cancellation of insurance on any Association property or which would be in violation of any law.

3.2 **Declarant.** Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible for Declarant, its assigns, The Preserve employees and agents, to perform such reasonable activities, and to maintain portions of the Lots for uses as deemed reasonably necessary or incidental to the construction, development and sale of Lots in the development of The Preserve and adjoining properties, specifically including, without limiting the generality of the foregoing, the maintenance of temporary business offices, storage areas, trash bins, construction yards and equipment, signs, model homes, temporary sales offices, parking areas and lighting facilities which do not constitute a nuisance to Lot Owners. Nothing in this Article shall be constructed to limit or interfere with the Declarant’s development of The Preserve P.U.D. or any additions thereto or any adjacent properties.

## **Article IV**

### **THE PRESERVE OWNERS ASSOCIATION**

4.1 **Formation and Purpose.** “The Preserve Owners Association” is the name of the owner association formed pursuant to C.R.S. § 38-33.3-301. The Preserve Owners Association is a Colorado nonprofit corporation formed by filing Articles of



Incorporation with the Colorado Secretary of State. The Association, through its Executive Board, shall perform certain functions and hold and manage certain property within The Preserve for the common benefit of the Association Members. The Association shall provide for the care, operation, management, maintenance, repair and replacement of the common elements, open space tracts, parks, drainage systems, waterways, ditches and natural trail systems to the extent not provided by the Town of Ridgway. The Association shall also have the authority and full power to negotiate with the Town of Ridgway to require its participation in the cost of maintaining areas within The Preserve P.U.D. Association may arrange for comprehensive trash collection services to be paid by the Owners as an assessment as provided herein. The Association shall maintain the trees and landscaping within the "OS" Tract B, as well as strips located within or along the public right of ways depicted on the Plat that do not border a platted Lot. Each individual Lot owner is responsible for maintaining any trees and/or landscaping that is within the width of the deeded Lot that borders any public right of way. The Association shall not, however, be responsible for any other maintenance, improvement or repair within such areas as the same is the accepted responsibility and cost of the Town of Ridgway.

4.2 **Membership.** The exclusive qualification for membership in the Association is record ownership in fee simple of a Lot or a Unit in a multi-unit Lot. A Lot or Unit Owner shall automatically be the holder of one "Membership" in the Association as Membership is appurtenant to each Lot or Unit. An owner of a Unit in a multi-Unit Lot shall have one vote. Title to and ownership of a Membership shall pass only with the fee simple title to each Lot or Unit. The owner(s) of each Lot or Unit shall automatically be entitled to the benefits and be subject to the burdens relating to Membership as set forth in this Declaration, the Articles of Incorporation, Bylaws, and any Rules and Regulations promulgated by the Association. In the case of joint ownership of any Lot, the owners thereof shall be entitled to only one membership. Each membership shall be entitled to one vote in the affairs of the Association.

4.3 **Powers.** The Association shall have all the powers, authority and duties permitted or set forth in this Declaration, the Articles, the Act and the Colorado Revised Nonprofit Corporation Act, C.R.S. § 7-121-101, as amended. In general, the Association may do all acts that may be reasonably necessary or desirable to keep and maintain The Preserve P.U.D. as a safe, attractive and desirable community.

4.4 **Declarant Control.** As allowed by C.R.S. § 38-33.3-303(5)(a), the Declarant hereby reserves full right and control of the Association for a period of time equal to the later of the following events:

- (a) Sixty (60) days after conveyance of Ninety percent (90%) of the Lots that may be created to unit owners other a declarant;
- (b) Two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business; or



- (c) Two (2) years after any right to add new units was last exercised.

During such period of Declarant Control, Declarant (or persons designated by Declarant) may appoint and remove, in its sole discretion, all officers and members of the Executive Board and the Design Review Committee. Notwithstanding the foregoing provisions, the following shall apply with respect to the period of Declarant Control of the Association.

**4.5 Transfer of Control.** Within sixty (60) days after the Lot Owners other than Declarant elect a majority of the members of the Executive Board, Declarant shall deliver to the Association all Lot Owner and Association property held or controlled by Declarant as specified by the Act, C.R.S. § 38-33.3-303(9).

**4.6. Sub-Associations.** Notwithstanding any of the Declarants rights. The Declarant shall have the ability and right to create sub-associations within the development. These sub- associations may have common elements and common assessments to maintain such elements.

## **ARTICLE V.**

### **ASSESSMENTS**

**5.1 Powers.** The Association shall have all the powers, authority and duties permitted or set forth in this Declaration, the Articles, the Act and the Colorado Revised Nonprofit Corporation Act, C.R.S. § 7-121-101, as amended. In general, the Association may do all acts that may be reasonably necessary or desirable to keep and maintain The Preserve as a safe, attractive and desirable community.

**5.2 Apportionment of Common Expenses.** Except as provided in this Declaration, all Common Expenses and Assessments shall be assessed against all Lots in accordance with the formula for liability for the Common Expenses as set forth in this Declaration.

**5.3 Annual Assessment / Commencement of Common Expense Assessments.** Each Lot Owner, by accepting a deed to a Lot, shall be deemed to covenant and agree to pay Assessments to the Association. Assessments may be made on an annual basis against all Lots 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. The budget shall be submitted by the Board to the Lot owners for ratification pursuant to the Act. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments. Assessments may begin on the first day of the month in which conveyance of the first Lot to a Lot Owner other than the Declarant occurs. The omission or failure of the Executive Board to levy the assessment for any period shall not be deemed a waiver, modification or a release of the Lot Owners from their obligation to pay. Should the declarant determine a sub-association within the The Preserve is required, those annual sub-association assessments are to be determined and are above and beyond this annual assessment.



**5.4 Nonpayment of Assessments.** Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 10 days after the due date thereof, as established by the Executive Board, shall bear interest at the rate of 18% per annum from the due date, and the Association may assess a reasonable late as determined by the Executive Board. Failure to pay any assessment installment within sixty (60) days of the due date thereof shall cause the total amount of such overdue assessments, charges or fees, or periodic installments to become immediately due and payable at the option of the Board. The Association may also bring an action at law or in equity, or both, against any Lot Owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against a Lot Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. 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 at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any assessment lien, and a Lot Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said unit or apply for the appointment of a receiver for the Lot without prior notice to the Lot 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), except to the extent permitted under the Act.

**5.5 Lien Priority.** The lien of the Association under this article is a continuing lien, prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a First Lien Security Interest on the Lot (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. This Article does not affect the priority of mechanics' or materialmen's' liens. Each Lot Owner recognizes and accepts that 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. Sale or transfer of any Lot shall not affect the lien for Assessments or charges except that sale or transfer of any Lot 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 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 from continuing liability for any assessment charges thereafter becoming due, nor from the lien thereof.



**5.6 Owner's Negligence or Misconduct.** If the need for maintenance, repair, or replacement of the Common Elements, or any portion thereof, is caused through or by the negligent or willful act or omission or misconduct of an Owner, Related Users, agents, employees, customers or invitees, then the expenses, costs, and fees incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner, and if not repaid to the Association within seven (7) days after the Association shall have given notice to the Owner of such expenses, costs, and fees shall automatically become a default assessment determined and levied against such Lot, and the Association may proceed in accordance with the applicable provisions of Article 4 hereof.

**ARTICLE VI.**  
**DESIGN REVIEW / DESIGN REVIEW BOARD**

**6.1 Design Review Board.** Declarant hereby establishes a Design Review Committee ("DRC") which shall consist of at least three, but not more than five members. To help ensure that Declarant is able to guide and maximize the value of its desired development for The Preserve, until 67% of the Lots to be created have been conveyed to Lot Owners, Declarant, in its sole discretion, shall appoint all members of the DRC, and may remove any appointee at any time upon written notice to such appointee. Thereafter, the Executive Board shall appoint the members of the Design Review Board Committee in accordance with the Bylaws.

- (a) Qualification. Except for the members that may be appointed by Declarant, all but 2 members of the DRC appointed by the Executive Board shall be a Lot or Unit Owner if there are 5 DRC members and all but 1 member of the DRC shall be Lot or Unit Owners if there are 3 DRC members.
- (b) Term. Notwithstanding the above, appointments shall be for staggered initial terms of a year's difference in termination so as to provide reasonable continuity to the design review process. Thereafter terms shall be one year.
- (c) Exemption. Real estate owned by the Declarant (including both Lots and Common Elements) and Real Estate owned by successors or assignees of Declarant assigned Declarant's exemptions hereunder shall be exempt from any control of the DRC.
- (d) Power of Appointment by Declarant. Until 67% of the Lots have been conveyed to Lot Owners, Declarant, in its sole discretion, may at any time grant the power of appointment of the members of the DRC, and the chairman thereof, to any entity succeeding to substantially all of the assets of the Declarant, or to the Association.

**6.2 Design Criteria.** The DRC shall exercise its reasonable judgment to the end that all attachments, Improvements, construction, landscaping and alterations to Lots, Common



Elements and Limited Common Elements within The Preserve P.U.D. shall comply with the restrictions, standards and requirements of this Declaration. The DRC may establish design rules and guidelines more specific than those set forth in this Declaration including standards for review applicable to all Lots. The approval or consent of the DRC on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Decisions shall be conclusive and binding on all interested parties. Approval shall be based upon, but not limited to, conformity and harmony, effective location and use of Improvements on nearby Lots, preservation of aesthetic beauty and conformity with the specifications, restrictions and purposes of this Declaration.

**6.3 Required Approvals.** No building, fence, alteration or other structure or Improvement shall be made to a The Preserve Lot, including but not limited to a change in staining of exterior siding, unless complete and legible plans, specifications and samples have been first submitted to and approved in writing by the DRC. The DRC shall require applications for Improvements to include plans and specifications to show exterior design, height, materials, stain color, location of the structure or additions to the structure, horizontal and vertical plots, location and size of driveways, landscaping plans, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the DRC.

**6.4 Reply and Communication.** The DRC shall reply to all submittal of plans made in accordance herewith in writing within Thirty (30) days after receipt of complete plans, specifications and samples. If approval of the plans is neither granted nor denied within this Thirty (30) day time frame after receipt, such plans shall be deemed approved. Where prior written consent of approval of the DRC is required under the Declaration with respect to the making of an Improvement, such Improvements shall be conclusively deemed to have been made in compliance with the Declaration unless a notice of intention to commence legal action challenging and objection thereto is issued by the DRC within one hundred and twenty (120) days after completion of such Improvement. All communications and submittals shall be addressed to the DRC at such address as the chairperson of the DRC shall hereafter designate in writing addressed and mailed to the Lot Owners.

**6.5 Variances.** The DRC may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in these covenants or in a development guide. Such variances or adjustments shall be granted only when the granting thereof shall not be materially detrimental or injurious to the other Lots or Common Elements nor deviate substantially from the general intent and purpose of this Declaration. In the event that the request for a variance is disapproved by the DRC, the applicant shall have the right of appeal to the Executive Board of the Association.

**6.6 Waivers.** The approval or consent of the DRC, or appointed representative thereof, to any application for design approval shall not be deemed to constitute a waiver



of any right to hold or deny approval or consent by the committee as to any application or their matters subsequently or additionally submitted for approval or consent.

6.7 **Liability.** The DRC and the members thereof, as well as any representative of the committee designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Every Lot or Unit Owner or other authorized person who submits plans for approval agrees, by submission of such plans and specifications, that the Lot or Unit Owner and authorized person will not bring any action or suit against the approving body or Declarant to recover any such damages. Approval of plans and specifications shall not be deemed to constitute compliance with the requirements of any local building codes or land use regulations and it shall be the responsibility of the Lot or Unit Owner or other person submitting plans and specifications to comply therewith.

6.8 **Records.** The DRC shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection upon written request by any interested party during reasonable hours within two business days after the date of receipt of the request.

6.9 **Inspection.** The DRC shall have the right and authority to inspect construction in progress to assure its conformance with plans approved by the Committee.

6.10 **Enforcement.** Enforcement of this Declaration may be had by any proceeding at law or equity against any person or persons violating or attempting to violate any such provision. The DRC and any interested Lot Owner shall have the right but not the obligation to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Article, the DRC shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure of the DRC or of any Lot Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

## **ARTICLE VII.**

### **SPECIAL DECLARANT RIGHTS, DEVELOPMENT RIGHTS AND OTHER RESERVED RIGHTS**

7.0 Notwithstanding any provision in this Declaration and the Governing Documents to the contrary, all Development Rights and Special Declarant Rights set forth in this Article 6 shall terminate when (i) the maximum Lots allowed in The Preserve P.U.D. have been sold to individual Lot Owners and all initial Improvements thereon are completed, or (ii) July 1, 2050, whichever shall first occur. Nothing stated in this Article, including the degree of specificity, shall be deemed to limit or waive any of Declarant's common law property rights or entitlements, all of which are hereby reserved. All rights



reserved by this Article shall be fully assignable and transferable to any person, dealer, entity or governmental agency.

**7.1 Development Rights and Special Declarant Rights.** Declarant has, and by these presents does hereby reserve the following Development Rights and Special Declarant Rights:

- (a) The right to relocate boundaries between adjoining Lots, the right to enlarge Lots, enlarge the Common Elements, reduce or diminish the size of Lots, reduce or diminish the size of areas of the Common Elements, subdivide Lots, condominiumize Lots, create sub-Associations, complete or make improvements (whether or not indicated on The Preserve P.U.D. Plat), relocate and realign trails;
- (b) The right to create or construct additional Lots and Units, Common Elements or Limited Common Elements, to subdivide Lots and Units and to convert Lots and Units into Common Elements or to convert Common Elements into Lots or Units;
- (c) The right to use, and to permit others to use, the easements, utility infrastructure, drainage systems, waterways, pipelines, ditches, trails, parks, common spaces, common elements, public roads, public streets, public alleys, public sidewalks and public paths through The Preserve for construction, performance or exercise of Declarant's rights under this Declaration and otherwise;
- (d) The right to merge or consolidate The Preserve with another Community;
- (e) The right to appoint or remove any officer of the Association or any Director during the period of Declarant Control;
- (f) The right to add Lots and to subject all or any part of unspecified real property to the provisions of this Declaration;
- (g) The right to amend the Governing Documents or any other maps or plats in connection with the exercise of any development right;
- (h) The right to assign in whole or in part, to the Association, or to its successors in title to any portion of, any of The Preserve P.U.D. rights reserved in the Declaration upon execution and delivery of such assignment in writing;
- (i) The right to appoint members of the DRC and the Board of Directors;
- (j) The right to impose additional restrictive covenants and protective covenants upon Estates at The Preserve provided they are not



inconsistent with, nor do they lower the standards of the original covenants;

- (k) The right to exercise any Development Rights defined, reserved or allowed in the Act, C.R.S. § 38-33.3-103(14), including but not limited to, the right to withdrawal pursuant to C.R.S. § 38-33.3-205, all of which rights are incorporated herein by reference as though fully set forth;
- (l) The right to exercise any Special Declarant Rights defined, reserved or allowed in the Act, C.R.S. § 38-33.3-103(29), all of which rights are incorporated herein by reference as though fully set forth;
- (m) All the easement rights specified by C.R.S. 38-33.3-216(1);
- (n) The right to improve, maintain, and use all the easements created, reserved and disclosed in this Declaration together with the right to assign the same.
- (o) The perpetual right to retain and lease Lots;
- (p) The right to extend, improve and use access to and from adjoining properties and Declarant's property (which right may exercise now or at any time in the future regardless of when and whether Declarant exercises development rights relative to subsequent Filings); and
- (q) The right to establish and declare additional easements and dedications for roads, utilities, trails.

Each of the foregoing reserved rights may only be exercised in a manner consistent with the Act, except that Declarant may, subject to applicable law, change the overall development plan for The Preserve P.U.D. The Declarant may exercise all its reserved rights in connection with other persons and entities and additional property may be added to The Preserve P.U.D. through annexation, subject to any required approvals from the Town of Ridgway. Declarant makes no assurance concerning the construction, building types, architectural style and/or size of Lots as may be created; provided, however, that the quality of construction will be consistent with the Improvements constructed in the initial portions of The Preserve. Subsequent to the initial real estate and Improvements made subject to this Declaration, any additional buildings, structures and types of Improvements to be placed on the Lots, Common Elements, Limited Common Elements, or public right of ways may be of such quality and type as the person developing the same may determine, and those Improvements need not be of the same size, style or configuration.

**6.2 Other Additional Reserved Rights.** Declarant also reserves the following additional rights.



- (a) Sales. The right to maintain sales offices, management offices and models in Lots or on the Common Element.
- (b) Signs. The right to maintain signs and advertising on The Preserve to advertise The Preserve P.U.D. or other communities developed or managed by, or affiliated with, the Declarant.
- (c) Dedications. The right to establish, from time to time, by dedication or otherwise, public streets, utility or other easements for purposes including, but not limited to, public access, access paths, trails, walkways, drainage, recreational areas, parking areas, ducts, shafts, flues, ditches, conduit installation areas, and to create other reservations, exceptions and exclusions.
- (d) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use or lease of water, the use lease, repair, maintenance or regulation of Common Elements, all of which may or may not be a part of The Preserve.
- (e) Construction Easement. Declarant and its assignees expressly reserve the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Lots and in Common Elements, and the future right to control such work and repairs and the right of access thereto, until completion. All work may be performed without the consent or approval of any Lot Owner or holder of a First Lien Security Interest. Declarant and its assignees have such an easement through the Common Elements as may be reasonably necessary for exercising reserved rights and special declarant rights and for access and utilities to any properties which Declarant had the right to add to Estates at The Preserve but which have not been added. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across all portions of The Preserve except Lots sold to a purchaser unless disclosed and/or reserved.
- (f) Reimbursements. The prior right to receive, obtain and demand financial reimbursement and fees from governmental agencies, the Town of Ridgway and any other person, developer, landowner or entity who wishes to use and/or tie into any of the infrastructure, roads or utilities installed by the Declarant as part of a private agreement, special district, improvement district or other mechanism whatsoever.
- (g) Unspecified Real Estate. The right to subject additional unspecified adjoining real property to the provisions of these Declarations and to otherwise create additional Lots. The consent of the existing Lot or Unit owners or holders of first lien security interests shall not be required for



any such expansion by the Declarant and by accepting title to a Lot or Unit, each Owner hereby waives such right.

- (h) Other Rights. The right to exercise any additional reserved right created by any other provision of this Declaration or the Governing Documents.

**6.3 Rights Transferable/Rights Transferred.** Any rights created or reserved under this Article or the Act for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred recorded in the real property records of Ouray 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 Lot Owner or any holders of First Lien Security Interests.

**6.4 No Further Authorizations Needed.** The consent of Lot Owners or holders of First Lien Security Interests shall not be required for exercise of any reserved rights, development rights or special declarant rights provided the rights to be exercised are consistent with any planned unit development or other governmental conditions or requirements, and Declarant or its assignees may proceed without limitations at its sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of The Preserve P.U.D. in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved right or to expand, improve or supplement The Preserve P.U.D. beyond the number of Lots initially submitted.

**6.5 Amendment of the Declaration or Map.** If Declarant or its assignees elect to exercise any rights set forth in this Article, that party shall comply with the Act by recording an amendment to the Declaration and/or an amendment to The Preserve P.U.D. plat.

**6.6 Interpretation.** Recording of amendments to the Declaration and The Preserve P.U.D. pursuant to reserved right in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to The Preserve as expanded and to any Additional Improvements, and the same shall be added to and become a part of The Preserve P.U.D. for all purposes. All conveyances of Lots after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any Amendment of the Declaration or The Preserve Final Plat. Reference to the Declaration or The Preserve Final Plat in any instrument shall be deemed to include all Amendments to the Declaration, and The Preserve P.U.D. Plat without specific reference thereto. Reference to these Declarations and Plat Map in any instrument shall be deemed to include all amendments thereto.

**6.7 Termination of Reserved Rights.** The rights to reserved to Declarant, for itself, its successors and assigns, shall expire as set forth herein, unless (i) reinstated by the Association, subject to whatever terms, conditions and limitations the Executive Board



may impose on the subsequent exercise of the expansion right by Declarant, (ii) extended as allowed by law or, (iii) terminated or relinquished by written instrument executed by the Declarant, recorded in the records of the Clerk and Recorder of Ouray County, Colorado.

**6.8 Additions by Others.** Additions of Lots to The Preserve may be made by persons other than the Declarant, or its successors and assigns or Owners, upon approval of the Association pursuant to a vote of a majority of a quorum of its members. Such approval shall be evidenced by a certified copy of such resolution of approval and a supplement or amendment to this Declaration, both recorded in records of the Ouray County Clerk and Recorder.

**6.9 Water Rights.** Declarant, for itself, its successors and assigns, has reserved all right, title and interest to all the water rights associated within The Preserve including, without limitation, all surface water, ground water, lease rights, transfer rights, use rights, tributary water, non-tributary water, ditch rights, and water storage rights. Declarant and its successors also specifically reserves the right, which shall not necessarily be deemed an obligation, to access, service and maintain all ditches, pipelines and culverts throughout The Preserve P.U.D. Neither the Association nor any Owners shall be deemed to have received or be entitled to any water rights of any kind or nature as the same rights have been fully transferred and assigned without being transferred by the Declarant.

## **ARTICLE VIII. INSURANCE AND CONDEMNATION**

**8.1 Owner Insurance Duties and Obligations.** All Owners shall obtain and maintain (at their own expense) in full force and effect, at all times, all necessary and appropriate insurance coverage for their particular Lot and Improvements (including all easements over and across or benefitting their Lots) for general liability and property hazards.

**8.2 Association Insurance Carried.** 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 herein; which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. The Association shall maintain, to the extent reasonably available, with the following terms and provisions:

- (a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Lot Owner and shall provide that such policies may not be canceled or modified without a least thirty (30) days prior written notice to all of the Lot Owners and the Association.



- (b) If requested by the holder of a First Lien Security Interest, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to such holder.
- (c) All liability insurance shall be carried in blanket form, naming the Association, the Board, the manager or managing agent, if any, the officers of the Association, the Declarant, their successors and assigns, and Lot Owners as insured.

**8.3 Hazard Insurance on the Common Elements.** The Association shall obtain adequate hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to the Common Elements and the other property of the Association. If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board (a) an inflation guard endorsement, and/or (b) any special PUD endorsements.

**8.4 Liability Insurance.** The Association shall obtain adequate comprehensive policy of public liability and property damage liability insurance covering the Common Elements, including structural coverage of the Lots, in such limits as the Board may determine from time to time, but not in any amount less than One Million Dollars (\$1,000,000.00) per injury, per person, and per occurrence, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitations, 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 Preserve P.U.D. All liability insurance shall name the Association as the insured.

**8.5 Fidelity Insurance.** The Association may obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the part of its officers, directors, trustees 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 clause "officer, directors, trustees and employees" shall not include any officer, director, manager or managing agent heretofore or hereafter employed by the Association. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

**8.6 Worker's Compensation and Employer's Liability Insurance.** The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

**8.7 Officers' and Directors' Personal Liability Insurance.** The Association may obtain officers' and directors' personal liability insurance to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association. Neither the term "officers" nor the term "directors" shall include any officer, director, agent or employee of Declarant nor



any officer, director, employee or agent of any professional manager or managing agent heretofore or hereafter employed by the Association.

8.8 **Other Insurance.** The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance and Infrastructure insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

8.9 **Annual Insurance Review.** The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required. In no event shall any casualty insurance policy contain a co-insurance clause for less than one hundred percent of the full insurable replacement cost.

8.10 **Insurance Premium.** Except as assessed in proportion to risk, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the assessments levied by the Association.

8.11 **Managing Agent Insurance.** The manager or managing agent, if any, shall be insured for the benefit of the Association and shall submit evidence of such coverage to the Association.

8.12 **Waiver of Claims Against Association.** As to all policies of insurance maintained by or for the benefit of the Association and Lot Owners, the Association and the Lot Owners hereby waive and release all claims against one another, the Board and Declarant, 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 and of said persons.

8.13 **Adjustments by the Association.** Any loss covered by an insurance policy described above 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 First Lien Security Interest. The Association shall hold any insurance proceeds in trust for the Association, Lot Owners and holders of the First Lien Security Interest as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association Lot Owners and holders of the First Lien Security Interest 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.

8.14 **Duty to Repair.** Any portion of The Preserve P.U.D. for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Lot Owner, at the Lot Owner's option, whether the repair is done by the Association or the Lot Owner, except as provided in the Act.

8.15 **Condemnation and Hazard Insurance Allocations and Distributions.** In the event of a distribution of condemnation proceed or hazard insurance proceeds to



the Lot Owners, the distribution shall be as the parties with interests and right are determined or allocated by record and pursuant to the Act.

## **ARTICLE IX.**

### **MISCELLANEOUS PROVISIONS**

**9.1 General Enforcement.** The Declarant, the Association, or Lot Owner(s) may enforce the restrictions, conditions, covenants, and reservations contained by this Declaration by proceedings at law or in equity against any person or persons, either to recover damages for the breach, threatened breach or violation thereof and shall recover its costs and reasonable attorneys' fees incurred in enforcing these covenants or to restrain such violation or attempted violation. Failure of the Declarant, the Association or of any Lot Owner to enforce any covenant or restriction herein contained shall no event be deemed a waiver of the right to do so thereafter. The Executive Board may mail or post on a bulletin board at a conspicuous place within the Common Elements or on the Association website notices of any covenant violations by members and copies of any recorded statements. Failure to post shall not affect the validity of any lien or covenant violation. In the event a Lot Owner or Declarant brings an action to enjoin any violation of this Declaration, each Owner shall be deemed to have covenanted and agreed to the entry of a temporary restraining order, preliminary injunction and permanent injunction, without the requirements of a security bond being posted under the provisions of the Colorado Court Rules or applicable statutes.

**8.2 Association Enforcement.** In the event of a failure or refusal to comply strictly with any provision of this Declaration, a notice shall be mailed by the Association to such violator setting for the nature of the violation, including the provisions of this Declaration violated, and shall be signed by at least one member of the Executive Board or an officer of the Association. Such notice shall also state the action required by the Owner to cure the violation, the time required for such action and the nature of the action contemplated by the Association if the violation is not cured by the Owner. Any action taken by the Association to correct such violation shall be at the sole cost and expense of such Owner (including any costs and reasonable attorneys' fees incurred in conjunction therewith), and the Association shall charge and assess such Owner for the full cost thereof. The Association may avail itself of any and all remedies available to it in law or equity including, but not limited to, injunctive action and appropriate restraining orders.

**9.3 Severability.** Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

**9.4 Amendment of Declaration, Map or Plat by Declarant.** If Declarant shall determine that any amendments shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement or for any changes to real property not yet part of or adjacent



to The Preserve P.U.D., then, subject to the following sentence of this Article, Declarant shall have the right and power to make and execute any such amendments without obtaining the approval of any Lot Owner or the Association. Each such amendment of this Declaration shall be made, if at all, by Declarant prior to the expiration of twenty (20) years from the date this Declaration is recorded, and a copy of such amendment shall be mailed first class, postage prepaid to all Lot Owners. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to an amendment under this Article on behalf of each Lot Owner and holder of a Security Interest. Each deed, Security Interest, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of Declarant to make, execute and record an amendment under this Article.

**9.5 Amendment of Declaration by Lot Owners.** Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of at least sixty-seven (67%) of the votes of the Association Members entitled to vote and with the written consent of the Association. The amendment shall be recorded in the office of the Clerk and Recorder of Ouray County, Colorado, 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.

**9.6 Required Consent of Declarant to Amendment.** Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment to or repeal of any provision of this Declaration reserving development rights to or for the benefit of the Declarant, or its successors and assignees, shall not be effective unless Declarant, and its assignees, if any, have given written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant or its assignees of any certificate of amendment or repeal. The foregoing consent requirement shall be an express condition precedent to any such amendment or repeal.

**9.7 Interpretation.** This Declaration shall be liberally construed to effectuate the purposes of (i) creating a uniform plan for the future development of The Preserve P.U.D., (ii) the development and maximum economic use of Declarant's adjoining properties, (iii) the development and use of other near and adjoining properties with the consent and cooperation of Declarant, and (iv) promoting and effectuating the fundamental concepts set forth in this Declaration. This Declaration shall not be deemed to create any third party beneficiaries or allow or permit any person or entity to use the infrastructure and improvements installed and developed by Declarant without the prior written consent of and compensation to Declarant. All regulations, rules and laws of the Town of Ridgway shall apply to The Preserve, as modified by the Final Plat of the Preserve P.U.D., Development or Subdivision Improvements Agreement and the final plats and each Owner and the Association shall comply with the same. The Laws of the State of Colorado shall govern and construe this Declaration.



9.8 **Binding Document.** Except as otherwise provided herein, this Declaration shall be a binding real covenant upon and shall inure to the benefit of Declarant, the Association, and each Owner and their respective tenants, heirs, personal representatives, agents, successors and assigns. Each Owner within The Preserve, by virtue of acceptance of any right, title or interest in any real property within The Preserve, shall be deemed to have accepted, ratified, adopted this Declaration and declared it as a personal covenant of such Owner and the Association. This Declaration, and all its provisions, as amended, shall run with and bind the title to the land submitted hereby in perpetuity.

9.9 **IMPORTANT NOTICE.** Any person who desires to buy a Lot in The Preserve P.U.D. should (i) obtain the advice of a lawyer before doing so because this written Declaration imposes important obligations, disclosures and limitations regarding the ownership of a Lot. This notice is intended to equalize the commercial setting of the negotiations.

IN WITNESS WHEREOF, Declarant executed this Declaration as of the date subscribed above.

**DECLARANT:** RIDGWAY RIVER DEVELOPMENT, LLC  
a Colorado limited liability company

By: \_\_\_\_\_  
Ty Jennings, Manager

STATE OF COLORADO }  
  }  
OURAY COUNTY }

*The foregoing instrument was executed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Ty Jennings, in his capacity as Manager of RIDGWAY RIVER DEVELOPMENT, LLC, a Colorado limited liability company, Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

**EXHIBIT A**



DESCRIPTION OF THE PROPERTY AT THE TIME THE DECLARATION IS  
RECORDED:

THE PRESERVE P.U.D., A PLANNED UNIT DEVELOPMENT IN THE TOWN OF  
RIDGWAY ACCORDING TO THE FINAL PLAT FILED OF RECORD AT  
RECEPTION NO. \_\_\_\_\_ IN THE OFFICE OF THE OURAY COUNTY  
CLERK & RECORDER.

Formerly known as:

THE WOODFORD ADDITION, AS SHOWN ON THE ANNEXATION MAP  
THEREOF RECORDED MAY 25, 2006 UNDER RECEPTION NO. [191631](#),

AND THAT PORTION OF OUT-LOT A, SAVATH SUBDIVISION, LYING TO THE  
EAST OF THE WEST BOUNDARY OF COLORADO HIGHWAY 23 AS  
DEDICATED ON THE PLAT OF THE SAVATH SUBDIVISION RECORDED APRIL  
2, 1981 UNDER RECEPTION NO. [130165](#),

ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.

Subject to the Following:

1. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE  
HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR  
INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT  
RECORDED OCTOBER 21, 1892, IN BOOK 8 AT PAGE 529.
2. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE  
HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR  
INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT  
RECORDED JUNE 29, 1892, IN BOOK 8 AT PAGE 487.
3. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS,  
RESERVATIONS AND NOTES ON THE RECORDED PLAT OF ABBOTT  
EXEMPTION RECORDED MARCH 24, 1997 UNDER RECEPTION NO. 163928; ON  
THE MAP OF SAVATH SUBDIVISION RECORDED APRIL 2, 1981 UNDER  
RECEPTION NO. 130165; AND ANNEXATION MAP OF THE WOODFORD  
ADDITION, RECORDED MAY 25, 2006 UNDER RECEPTION NO. 191631.
4. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN  
AGREEMENT BY AND BETWEEN THOMAS PATZAU AND CAROL D. PATZAU  
AND ABBOTT READY MIX, INC., RECORDED DECEMBER 1, 1997 UNDER



RECEPTION NO. 165664[S2].

5. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN SUPPLEMENTAL AGREEMENT CONCERNING REAL PROPERTY BY AND BETWEEN JOAN L. ABBOTT, ROBERT L. ABBOTT AND R.A. CATTLE COMPANY, L.L.L.P. AND RIDGWAY RIVER DEVELOPMENT L.L.C. RECORDED NOVEMBER 11, 2004 UNDER RECEPTION NO. 186253.

6. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN AGREEMENT AND DECLARATION OF COVENANTS BY AND BETWEEN RIDGWAY RIVER DEVELOPMENT, L. L.C., A COLORADO LIMITED LIABILITY COMPANY AND THE TOWN OF RIDGWAY, RECORDED MAY 25, 2006 UNDER RECEPTION NO. 191629 AND IN ORDINANCE NO. 05-10 FOR ANNEXATION OF THE WOODFORD ADDITION RECORDED MAY 25, 2006 UNDER RECEPTION NO. 191630.

7. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN LETTERS OF AGREEMENT BY AND BETWEEN SAN MIGUEL POWER ASSOCIATION, KAY ARY AND RIDGWAY RIVER DEVELOPMENT, LLC, RECORDED AUGUST 12, 2009 UNDER RECEPTION NO. 201369.

8. EASEMENT GRANTED TO TOWN OF RIDGWAY FOR UTILITIES AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 07, 2012, UNDER RECEPTION NO. 207573.

9. EASEMENT GRANTED TO SAN MIGUEL POWER ASSOCIATION, INC., FOR POWER LINE, RELATED FACILITIES AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 07, 2012, UNDER RECEPTION NO. 207582.

10. EASEMENT GRANTED TO SAN MIGUEL POWER ASSOCIATION, INC., FOR UNDERGROUND POWER LINE, RELATED FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 07, 2012, UNDER RECEPTION NO. 207583.

11. EASEMENT GRANTED TO EAGLE-NET ALLIANCE, A COLORADO INTERGOVERNMENTAL ENTITY, FOR UNDERGROUND FIBER OPTIC LINE, RELATED FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 06, 2012, UNDER RECEPTION NO. 208697.

12. EASEMENT GRANTED TO EAGLE-NET ALLIANCE, A COLORADO INTERGOVERNMENTAL ENTITY, FOR UNDERGROUND FIBER OPTIC LINE, RELATED FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 06, 2012, UNDER RECEPTION NO. 208699.

13. ANY RIGHTS, INTEREST OR EASEMENT IN FAVOR OF THE STATE OF COLORADO, THE UNITED STATES OF AMERICA, OR THE PUBLIC, WHICH



EXIST OR ARE CLAIMED TO EXIST IN ANY AREA LYING ABOVE THE HIGH WATER MARK, OR, OVER, UNDER AND/OR ACROSS THE WATERS AND PRESENT AND PAST BED AND BANKS OF THE UNCOMPAHGRE RIVER AS IT TRAVERSES THE SUBJECT TRACT AS SHOWN ON THE PLAT OF THE ABBOTT EXEMPTION RECORDED MARCH 24, 1997 UNDER RECEPTION NO. 163928.

14. ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND DUE TO THE LOCATION OF THE UNCOMPAHGRE RIVER AS SHOWN ON THE PLAT OF THE ABBOTT EXEMPTION RECORDED MARCH 24, 1997 UNDER RECEPTION NO. 163928.

16. Easement for Preserve Drive over RRD in-County property BY INSTRUMENT RECORDED \_\_\_\_\_, 2018, UNDER RECEPTION NO. \_\_\_\_\_.

17. The Final Plat of The Preserve P.U.D. recorded at Reception No. \_\_\_\_\_ in the office of the Ouray County Clerk & Recorder.



**Lambert and Associates**  
CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

GEOLOGIC HAZARD AND FEASIBILITY LEVEL

GEOTECHNICAL ENGINEERING STUDY

ELK STONE RANCH SUBDIVISION

RIDGWAY, COLORADO

Prepared for:

Mericana Corporation

PROJECT NUMBER: M06029GE

June 1, 2006



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# Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

June 1, 2006

Mericana Corporation  
315 Adams Ranch Road  
Telluride, CO 81435

PN: M06029GE

Subject: Geologic Hazards and Feasibility Level  
Geotechnical Engineering Study for the  
Proposed Elk Stone Ranch Subdivision located  
Ridgway, Colorado

Mr. Zaccari:

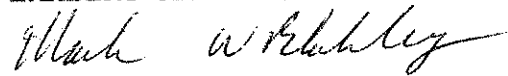
Lambert and Associates is pleased to present our geologic hazards and feasibility level geotechnical engineering study for the subject project. The field study was completed May 12, 2006. The preliminary findings were submitted about May 2006. The laboratory study was completed on May 31, 2006. The analysis was performed and the report prepared May 24 through May 31, 2006. Our report is attached.

We are available to provide site and structure specific geotechnical engineering studies for design phase of the site development of the project and material testing services for soil and concrete and provide foundation excavation observations during construction when needed. We recommend that Lambert and Associates be the geotechnical engineer for the project and provide material testing services to maintain continuity between design and construction phases.

If you have any questions concerning the information presented in this report for your project please contact us. Thank you for the opportunity to perform this study for you.

Respectfully submitted,

LAMBERT AND ASSOCIATES



Mark W. Blakley, P.E.



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## 1.0 INTRODUCTION

This report presents the results of the geologic hazard and feasibility level geotechnical engineering study we conducted for the proposed Elk Stone Ranch subdivision site area adjacent to County Road 23 located in Ridgway, Colorado. The study was conducted at the request of Mr. Michael Zaccari in accordance with our proposal dated May 2, 2006.

The conclusions, suggestions and recommendations presented in this report are based on the data gathered during our site and laboratory study and on our experience with similar soil conditions. Factual data gathered during the field and laboratory work are summarized in Appendices A and B.

### 1.1 Proposed Construction

The proposed approximately ten (10) acre development will consist of about thirty-five (35) lots in the subdivision and associated infrastructure such as roadways. We anticipate that single and multi-family residential structures will be constructed on these lots.

### 1.2 Scope of Services

Our services for this Geologic Hazard and Feasibility Level Geotechnical Engineering and Pavement Section Thickness Alternatives Studies included the following scope of our services as outlined below.

- We performed a literature search and review of existing appropriate information.
- We observed the site geologic characteristics.
- The site characteristics observed are those outlined in the Geologic Hazard Colorado Geologic Survey Special Publication Number 6 which discusses H.B. 1041 and include:



- . Avalanche
  - . Landslide
  - . Rockfall
  - . Mudflow
  - . Debris Fan
  - . Unstable Slopes
  - . Potentially Unstable Slopes
  - . Seismic Effect
  - . Radioactivity
  - . Ground Subsidence, and
  - . Expansive Soil and Rock.
- The field study consisted of describing and sampling the soil materials encountered in twelve (12) small diameter continuous flight auger test borings at the subdivision site area. Site conditions restricted and somewhat dictated the location of the test borings.
  - Slotted plastic stand pipe piezometers were installed in the test borings for future water level measurements by others.
  - The soil materials encountered in the test borings were described and samples retrieved for the subsequent laboratory study.
  - The laboratory study included tests of select soil samples obtained during the field study to help identify the swell and consolidation potential of the samples tested. Select samples were tested for chemicals which may be potentially corrosive to concrete. The laboratory test included the following tests of soil samples obtained during the field study:
    - . swell/consolidation test,
    - . moisture content and density,
    - . soil sulfate concentration,
    - . moisture content-dry density relationship (Proctor) test, and
    - . soil support characteristics (California Bearing Ratio) of the pavement subgrade.



- This report presents our discussion of the observed geologic hazards on the site and general feasibility level geotechnical engineering comments and suggestions for planning and preliminary design of the site development including:
  - . viable foundation types for the conditions encountered,
  - . geotechnical engineering comments and suggestions for concrete slab on grade floors,
  - . ground water elevation encountered and any special considerations,
  - . measured subsurface water levels,
  - . geotechnical engineering considerations and recommendations for compacted structural fill,
  - . several flexible pavement section alternatives,
  - . Rigid pavement section and
  - . sidewalk considerations.
- Our comments, suggestions and recommendations are based on the subsoil and ground water conditions encountered during our site studies.
- Our pavement section alternatives were based on the site subgrade soil characteristics and assumed traffic conditions.
- Our study did not address environmental or geotechnical engineering design level issues. Our study did not address site and structure specific soil design parameters.

## 2.0 SITE CHARACTERISTICS

Site characteristics include observed existing and pre-existing site conditions that may influence the geotechnical engineering aspects of the proposed site development.

### 2.1 Site Location

The site is located on the east side of Ouray County Road 23 in Ridgway, Colorado. A project vicinity map is presented on Figure 1.



## 2.2 Site Conditions

The upper portion of the site is relatively flat, vegetated with grass, weeds, willows and scattered trees. Scattered stockpiles of man-placed fills exist on the upper portion. The lower portion of the site is relatively flat and vegetated with grass, weeds and trees. The sloped portion exhibits slopes ranging between 5:1 and 1:1 (horizontal to vertical), is vegetated with grass, weeds, willows and trees. Several drainage channels are located on the property. The site is bordered on the east by the Uncompahgre River and the west by County Road 23. North and south of the site is land similar in terrain to the subject site.

## 2.3 Subsurface Conditions

The subsurface exploration consisted of observing, describing and sampling the soil materials encountered in twelve (12) test borings. The approximate locations of the test borings are shown on Figure 2. The logs describing the soil materials encountered in the test borings are presented in Appendix A.

The soil materials encountered in the test borings consisted generally of silty clay material extending to clayey gravel material or to the depths explored. The silty clay soils were encountered from the site surface to depths up to nineteen (19) feet. The clayey gravel soils were encountered in the south portion of the site from depths of seven (7) feet through the completion depths of the borings.

The depths of our test borings ranged from nine (9) feet to fifty-four (54) feet.

Free subsurface water was encountered in our test borings at depths ranging from about five (5) feet to eighteen (18) feet. We anticipate that the free subsurface water may be much shallower during wetter seasons. We recommend that below grade basement levels for future structures be investigated on a site and structure specific basis during the planning phase of each lot development.



It is difficult to predict if unexpected subsurface conditions will be encountered during construction. Since such conditions may be found, we suggest that the owner and the contractor make provisions in their budget and construction schedule to accommodate unexpected subsurface conditions.

### 3.0 GENERAL REGIONAL GEOLOGY DISCUSSION

#### 3.1 Introduction

The proposed development site is located in the Uncompahgre River Valley north of the flanks of the San Juan Mountain range in southwestern Colorado. The region's geologic history is complex and the current expression of the area reflects the recent geologic events. A discussion of the southwestern Colorado geology is presented in Appendix C.

The Uncompahgre River Valley is an area located from Ouray at the south to the confluence of the Uncompahgre River with the Gunnison River near Delta to the north. The valley is flanked along the western edge by the Uncompahgre Plateau along the southeastern edge by the mountainous areas of the northern San Juan Mountains and along the northeastern edge by the Gunnison Uplift.

The dominant geologic unit in the valley is the unconsolidated alluvial, colluvial and glacial quaternary soil deposits. Generally the soils consist of relatively granular soil deposits, often associated with relatively shallow groundwater. Other soils in the area are results of decomposition of the Mancos formational shale. These soils are generally clay soils which commonly exhibit expansive characteristics.

The formational Mancos shale, Dakota sandstone, and Morrison Formation Burro Canyon sandstone are the common sedimentary units in the valley. The Mancos shale and associated soils are by far the most common unit encountered during land development. The shale often crops out in rolling hills and flat-topped bluffs.

The Mancos shale is the formational geological unit underlying the north/west portion of the subject site and the Dakota sandstone formation in the geological unit underlying the south



portion of the site. The Mancos shale consists of a thinly laminated fissile carbonaceous shale. Portions of the unit consist of a blocky limestone. The shale weathers rapidly by exposure to air or water commonly producing expansive clay with shale fragments. Development of land with the presence of the Mancos shale requires geotechnical engineering assessment. This material is encountered throughout western Colorado and can be developed using prudent and proper geotechnical engineering techniques throughout planning, design and construction.

The Dakota sandstone formational material consists of interlayered claystone and sandstone with the sandstone layer becoming very thick. The claystone layers in the Dakota sandstone formational material commonly has a very high swell potential.

The Burro Canyon Sandstone consists of quartzitic sandstone to quartz pebble conglomerate.

The Morrison Formation consists generally of shales and sandstones with some conglomerate. The sandstones are lenticular, meaning they thin and pinch out in either direction. The shale layers in the Morrison Formation typically have high to very high swell potential and weathers to expansive clay.

#### 4.0 GENERAL BACKGROUND DISCUSSION OF GEOLOGIC HAZARDS

This section of the report is intended to discuss the various geologic hazards which are not necessarily site specific which may be encountered when developing any parcel of land. The explanations are brief and are only intended to familiarize the reader with the definition of the basic generally formed hazards and the context in which they are discussed. The information is not intended to be site specific to the proposed subdivision.

In 1974 the Colorado Legislature passed House Bill 1041. The purpose of the bill, in brief, was to designate potential geologic hazards which, if present, may pose a threat to the loss of life and property. This section of the report provides a definition of these and other geologic hazards which were considered as part of this study. The definitions presented below are a paraphrased version of more lengthy discussion



presented in Colorado Geological Survey Special Publication 6, "Guidelines and Criteria for Identification and Land-Use Control of Geologic Hazard and Mineral Resource Areas".

Site specific observed hazard considerations are presented in section 5.0.

#### 4.1 Radioactivity

Several locations in western Colorado have been mined for radioactive elements and by-products such as, Uranium, Thorium, and Vanadium. Tailings from these mines are one of the chief sources of hazards due to radioactivity. Other sources of radioactive hazards are natural surficial deposits of ore laden with radioactive elements and the sun. The emission of radiation may consist of the release of Alpha or Beta particles or Gamma rays. The radiation is released as part of the decay of a radiometrically unstable isotope. As this decay occurs, by products are produced. Gaseous radioactive substances, such as radon, are common radioactive hazards.

Site specific radioactivity hazard considerations are presented in section 5.1.

#### 4.2 Seismic Effects

Hazards from diastrophic (earth movement) activity are any effects that may be directly or indirectly related to earthquakes. The effects of a formidable earthquake may be ground displacement, ground shaking, ground failure, abnormal water wave action and a host of other less prominent effects. Most of the State of Colorado is classified as a Zone 1 seismic risk on maps in the Uniform Building Code and other references. Zone 1 seismic risk areas are considered as low risk areas for hazards for seismic effects. The seismic risk zone map is presented on Figure 3. A small part of Colorado, in the vicinity of Pagosa Springs, is Zone 2B, most likely because of a recent event centered in Dulce, New Mexico.

In general, Colorado has had various sequences of seismic activity in the past. Initial seismic activity was associated with the relief of stresses during the uplift of the ancestral Rockies, during Paleozoic times. During the Cenozoic period

little seismic activity occurred. Many of the fault trends associated with the uplift of the ancestral Rockies were fractured during the Neogene in association with the Laramide orogeny. An orogeny is a mountain building episode. The

Laramide orogeny occurred about 68 to 75 million years ago and is credited with the formation of our current Rocky Mountains.

Recent activity, though mild, has occurred in the Montrose and Ridgway area.

Site specific seismic considerations are presented in section 5.2.

#### 4.3 Ground Subsidence

Ground subsidence may be caused by man or natural processes. Subsidence of the ground surface may be attributed to collapsible soils, failure of subsurface voids, removal of subsurface fluids, or mining activities. Collapsible soils may cause settlement of structure, however, geotechnical analysis and foundation design have advanced considerably in the past decade and engineering procedures for dealing with collapsible soils is available. Subsurface voids may be caused by hydrothermal or mining activity. The presence of subsurface voids may be recognized through subsurface exploratory drilling and often surficial topographic evidence of such voids may be observed.

Site specific ground subsidence information is presented in Section 5.3.

#### 4.4 Landslides

"Landslide" is a term that is used in an extremely broad scope. Generally speaking, a landslide is the mass movement of a unit of material as a somewhat singular body. Commonly a landslide will move, or fail, on a semi-circular arc or plane. Features that are common to most landslides are; the main scarp, which is where the upper portion of the failure plane intersects the ground surface; transverse or extension fractures, this is the area of the slide that is usually in the lower third of the mass where bending of the materials occur; and the toe, this is the bottom of the slide which is often a lobate bulge in the ground surface.



Landslides can encompass very large masses of soil, some covering several acres in size while others only encompass a few hundred square feet. Smaller movements are often referred to as slumps.

Site specific landslide considerations are presented in Section 5.4.

#### 4.5 Avalanches

Avalanches are a common process in the Rocky Mountains and adjacent areas in the high country of Colorado.

There are three primary zones within an avalanche path. The zone of accumulation and failure exists at the highest elevation in an avalanche path (usually 20 degrees to 45 degrees slope gradient). This is the area where the avalanche begins. As the snow moves downslope it travels through the track which can be a relatively narrow chute which may be easily identified in the field, on topographic maps, and on areal photographs. The snow loses velocity and subsequently stops in the runout zone (usually less than 20 degrees slope gradient). The runout zone may also be easily identified in the field, on maps or photographs. Avalanches commonly occur at elevations in excess of 8,000 feet above sea level.

Avalanche considerations for this site are discussed in Section 5.5.

#### 4.6 Rockfall

Rockfall is a hazard that may occur in areas where a rock becomes detached from a larger rock body or slope and moves downslope by the force of gravity. The movement of a singular rock may trigger the movement of other rocks downslope. Hazards from falling rocks generally occurs in areas beneath steep slopes or cliffs.

Rockfall hazard considerations for this site are presented in Section 5.6.

#### 4.7 Flooding

Flooding of streams occurs when the gradient and size of the stream channel is not large enough to accommodate the amount of water flowing in the channel, therefore, water flow outside of the channel occurs.

Flooding considerations for this site are presented in Section 5.7.

#### 4.8 Mudflows and Debris Fans

Mudflows are the mass movement of saturated soils downslope under the force of gravity. Debris fans occur under the same set of conditions, but the shape of the flow will be wider at the bottom due to decreased energy from slope gradient changes which gives the flow a "fan" appearance when viewed from above.

The site specific debris fan and mud flow considerations are presented in section 5.8.

#### 4.9 Expansive Soil and Rock

Expansive materials are soils or rock that will experience volume changes as conditions such as moisture content and load are varied in or on them. Materials with clay are usually the most likely to exhibit expansive characteristics, however, a soil that is predominately sand, which is typically non-expansive, may exhibit expansive characteristics. A small amount of clay within the material matrix can expand and exert expansion forces throughout the sand. There are several design and construction techniques that may be used to reduce the effect of expansive soil materials.

Site specific expansive soil and rock considerations are presented in Section 5.9.

#### 4.10 Slopes

An unstable slope may be considered as a slope that, due to natural factors, exhibits deterioration or movement of the materials within the slope. The movement of a slope is



distinguished from a landslide in that a landslide will have a distinct failure plane which may or may not be evident in slope movement. Generally speaking, slope movement is a slow, continual movement whereas a landslide will be relatively rapid and occurs in intervals as the stresses required to cause failure become large. The natural factors often concerned with the destabilization of a slope are; slope angle, surface and subsurface water, seismic effects, and the nature of the material involved. Slope stability may be further influenced by construction and engineering. Careful planning, engineering, and construction may promote a more stable condition within a slope

while unplanned development may decrease the stability of the slope.

Site specific slope stability considerations are presented in Section 5.10.

## 5.0 GEOLOGIC HAZARDS DISCUSSION

This section of our report discusses the observed site geologic hazards in the same order as they were discussed above. Potential mitigation concepts and suggestions for continued engineering assessment are presented for each of the observed hazard conditions.

The information presented below is based on field observations, literature research, observations of topographic maps and on discussions with other members of the project development design team.

### 5.1 Radioactivity

There were no signs of naturally occurring radioactive mineral, rock deposits, or mine tailings observed on the site at the time of the field observations. Based on our observations we do not feel that there is a potential for hazards from radiation on the site. A radiation survey was not included in our scope of work. A more detailed radiation survey may be performed if desired by the owner, at additional cost.

Much of the soil material and formational material in western Colorado produce small quantities of radon gas. We anticipate that the potential for radon gas may exist at this development site. We suggest that construction techniques be incorporated into the development to reduce radon levels in the residential structures and provide for retrofitting equipment for radon gas removal if it becomes necessary. Follow up radon tests should also be performed after completion of construction to verify radon levels in the structure.

Measures to reduce radon levels in residential structures include vented crawl spaces with vapor barrier at the surface of the crawl space to restrict radon gas flow into the house or a vented gravel layer with a vapor barrier beneath a concrete slab-on-grade floor to allow venting or radon gas collected beneath the floor and to restrict radon gas flow through the slab-on-grade floor into the structure. These concepts are shown on Figure 4.

If you have any questions or would like more information about radon please contact us or the State Health Department at 303-692-3030.

#### 5.1.1 Mitigation/Assessment

If individual lot or project owners require a more in depth analysis of potential radiation sources, including measurement of site background radiation, we suggest that this be done on a lot specific basis.

#### 5.2 Seismic Effects

Labeled faults near the site are 82Q, 84Q, 85Q, 86Q, 87Q, 88Q, 89Q, 94M, 95Mi and 179Q, approximately five (5) to forty (40) miles north, west and south of the site. The fault labels are from Colorado Geological Survey Bulletin 43, "Earthquake Potential in Colorado". The fault number is followed by letters, the letters signify the oldest and youngest units displaced by the fault, or in the case of only one letter, the most recent movement.

The labeled faults are associated with the Uncompahgre block uplift and have displaced Quaternary period geologic units.



(Kirkham, Rogers, 1981). The location of the faults is presented on Figure 5.

#### 5.2.1 Mitigation/Assessment

Based on the information we have obtained and the site observations we do not feel that significant hazard such as rupture or significant shaking associated with seismic activity are likely on this site.

#### 5.3 Ground Subsidence

Our consolidation tests, which measure settlement potential, indicate that settlement of the near surface soil materials is likely after imposed loads from structures or fills.

It has been our experience in the area that natural subsurface voids may exist near the drainages, either natural or man made. These may be a result of surface water eroding the subsurface soil materials resulting in voids of varying sizes with very limited if any surface expression.

##### 5.3.1 Mitigation/Assessment

Geotechnical engineering analysis and recommendations should be conducted on a lot and building specific basis to further assess the soil conditions, settlement potential and their influence on the proposed construction.

Observations of the site did not disclose any information which would indicate that subsurface voids exist, however our experience indicates that voids may exist without surface expression. For this reason we suggest that a geotechnical engineering study be performed for each proposed building site to help identify subsurface voids, if any, and that each foundation excavation be observed for evidence of potential subsurface voids.

#### 5.4 Landslides

Landslides are common in the area along the mesa edges and steep slopes. The relatively steep slope inclinations below the mesa, the relatively moist soil conditions and regular irrigation

on the mesas can all attribute to an environment for landslides as well as mudflows and slope instabilities.

Based on our observations of the subject subdivision site it is our opinion that landslides are not located on or are influencing the subject lots.

#### 5.4.1 Mitigation/Assessment

Based on our information we do not feel that landslides exist on or influencing the site.

#### 5.5 Avalanches

The proposed development is located in a relative flat area with no steep slopes above the site.

#### 5.5.1 Mitigation/Assessment

Based on our information we feel avalanche hazard does not exist.

#### 5.6 Rockfall

Rockfall hazards exist in areas below talus slopes, loose boulders, or more commonly below fractured cliff exposures of formational material. Formational material talus slopes or loose rock is not exposed above the site.

#### 5.6.1 Mitigation/Assessment

Based on our observations of the site we feel that rockfall hazard does not exist on or influence the proposed subdivision.

#### 5.7 Flooding

The Uncompahgre River borders the site to the east. Areas adjacent to, or in close proximity to, the Uncompahgre River should be evaluated for flood potential. The tributary drainage channels located on the site have a small drainage basin and are deeply incised. We anticipate by the nature of the drainages that large quantities of water may be present during heavy storm



runoff but most likely will be confined to the bottom of the drainage channels.

#### 5.7.1 Mitigation/Assessment

Based on our observation of the site we feel that flooding hazard exists from the Uncompahgre River. Some potential of flooding may exist in the bottom of the tributary drainage channels on the development. The flood potential in the tributary drainages on the site may be avoided by restricting development to the ridges between the drainage channels. A flood survey was not included in the scope of our services. If the owner desires, a flood study map can be provided at additional cost.

#### 5.8 Mudflow and Debris Fans

We did not observe any areas above or on the site that show signs of mudflow or debris fans.

#### 5.8.1 Mitigation/Assessment

We do not feel that mudflow or debris fan hazards exist or influence the proposed development.

#### 5.9 Expansive Soil and Rock

The Mancos shale and Dakota sandstone is the underlying formational material on the development. The Mancos shale and the claystone layers in the Dakota sandstone weathers to a clay and shale fragment soil. The soil, claystone and shale are almost always expansive in nature and construction problems may be associated with this type soil.

#### 5.9.1 Mitigation/Assessment

If proper engineering, design and construction is done, construction on the expansive soil materials can typically be accommodated. We recommend that a geotechnical engineering study be performed on a site and structure specific basis for each lot prior to design and construction for the site area in order to address the geotechnical engineering characteristics of each lot and for each structure.

### 5.10 Slopes

This site contain slopes on the proposed development with inclinations ranging from about 5 to 1 (horizontal to vertical) to about 1 to 1. The slopes appear stable at their current condition, however construction on or adjacent to the slopes may influence the stability of the slopes.

#### 5.10.1 Mitigation/Assessment

Proper engineering design and construction for structures on or adjacent to these slopes can provide a foundation which will be compatible with the slope conditions. We suggest that a geotechnical engineering study be performed on each lot prior to design and construction in order to address the slope influence on proposed site development and on proposed structure foundations.

## 6.0 GEOTECHNICAL ENGINEERING FEASIBILITY DISCUSSION

This section of our report presents our geotechnical engineering feasibility level considerations for the proposed development. The information presented in this section of this report is intended to present general geotechnical engineering considerations for overview planning purposes and does not provide geotechnical engineering design and construction suggestions and recommendations.

A site and structure specific geotechnical engineering study should be performed for each proposed building site during the design phase of each structure to provide geotechnical engineering suggestions and recommendations for design and construction of the structures. Lambert and Associates is available to provide additional services on a site and structure specific basis.

The conclusions, suggestions and recommendations presented in this report are based on the data gathered during our site and laboratory study and on our experience with similar soil conditions. Factual data gathered during the field and laboratory work are summarized in Appendices A and B.



## 6.1 Site Grading Considerations

We understand that some embankment fill slopes will be constructed on the site. Fill slopes supporting structures or fill slopes greater than about four (4) to five (5) foot of fill thickness will need to be assessed prior to the finalization of the site grading plan and fill placement. The proposed fill material strength characteristics and slope configuration will be needed for slope stability assessment. We understand that fill slopes may be up to about fifteen (15) feet vertical height. The inclination of fill slopes will depend on the height of the slope, fill material used and the location of structures. We suggest that all fill slopes have a slope inclination of 3 to 1 (horizontal to vertical) or flatter. However, we recommend that each proposed fill slope on the site be analyzed on a per site basis when the proposed site configuration and fill material has been determined. The design of the fill slopes to be constructed on site should be reviewed to provide geotechnical engineering recommendations for the design and construction of the slopes.

Generally, fill material placed on a sloping site surface which will be used to support structures or additional fill material should be placed so that the contact between the existing site surface and the added fill material will be strong enough to support the added load. This should be addressed on a site and fill area specific basis. The technique recommended will be based on the site configuration, the finished fill configuration the actual material to be used for the fill material and the size of the area thus constructed.

All areas to receive fill should be stripped of all vegetation, organic soils and other deleterious material prior to fill placement. Areas to receive fill should be constructed with a toe key and benched into competent foundation material. The key and bench concept is shown on Figure 1. A drain system should be included at the bottom back of the toe key and at the back of several benches. This concept is shown on Figure 2. We should observe the key and bench preparation to verify that the key and bench extends into competent material. The drain system should consist of a drain pipe about three (3) to four (4) inches in diameter and surrounded by about three (3) to four (4) cubic feet per linear foot of drain of a free draining aggregate which is surrounded by an appropriate geotextile filter fabric. The

drain should be graded to drain to positive gravity outlets. The outlets should be maintained to prevent them from becoming frozen or plugged and equipped with guards to prevent access by rodents or other animals. If the drains daylight near or below the high stage of the river the drains should be provided with backflow prevention. The drain system concept is shown on Figure .

Surface water should not be allowed to cascade over the face of any fill slopes. Fill slopes should be constructed with surface diversion ditches at the top and possibly also at the mid slope to intercept surface water and divert it off of and away from the slopes. The surface drain ditch concept is presented on Figure .

The face of the slope should be tailored to promote rapid runoff of surface water. Surface water should not be allowed to pond or puddle on the face of or in the vicinity of any slope. Slopes faces should be protected from erosion by vegetation or other appropriate erosion protection methods.

## 6.2 General On-site Construction and Development Considerations

We anticipate subsurface water elevation may fluctuate with seasonal and other varying conditions. Excavations may encounter subsurface water and soils that tend to cave. It may be necessary to dewater construction excavations to provide more suitable working conditions. Excavations should be well braced or sloped to prevent wall collapse. Federal, state and local safety codes should be observed.

## 6.3 Foundation Planning and Considerations

Two criteria for foundation design which must be satisfied for satisfactory performance are:

- 1) contact stresses must be low enough to preclude shear failure of the foundation soils which would result in lateral movement of the soils from beneath the foundation, and
- 2) settlement or heave of the foundation must be within amounts tolerable to the superstructure.



The soil materials encountered in the test borings have varying engineering characteristics that may influence the design and construction considerations of foundations. The characteristics include swell potential, settlement potential, bearing capacity and the bearing conditions of the soils supporting the foundations. These are discussed below.

#### 6.3.1 Swell Potential

Some of the materials encountered in the test borings at the anticipated foundation depths may have swell potential. Swell potential is the tendency of the soil to increase in volume when it becomes wetted. The volume change occurs as moisture is absorbed into the soil and water molecules become attached to or adsorbed by the individual clay platlets. Associated with the process of volume change is swell pressure. The swell pressure is the force the soils applies on its surroundings when moisture is absorbed into the soil. Foundation design considerations concerning swelling soils include structure tolerance to movement and dead load pressures to help restrict uplift. The structure's tolerance to movement should be addressed by the structural engineer and is dependent upon many facets of the design including the overall structural concept and the building material. The uplift forces or pressure due to wetted clay soils can be addressed by designing the foundations to account for swelling soils.

#### 6.3.2 Settlement Potential

Settlement potential of a soil is the tendency for a soil to experience volume change when subjected to a load. Settlement is characterized by downward movement of all or a portion of the supported structure as the soil particles move closer together resulting in decreased soil volume. Settlement potential is a function of foundation loads, depth of footing embedment, the width of the footing and the settlement potential or compressibility of the influenced soil. Foundation design considerations concerning settlement potential include the amount of movement tolerable to the structure and the design and construction concepts to help reduce the potential movement.

### 6.3.3 Soil Support Characteristics

The soil bearing capacity is a function of the engineering properties of the soils supporting the foundations, the foundation width, the depth of embedment of the bottom of the foundation below the lowest adjacent grade, the influence of the ground water and the amount of settlement tolerable to the structure.

Foundations for the structures should be placed on relatively uniform bearing conditions. Varying support characteristics of the soils supporting the foundation may result in nonuniform or differential performance of the foundation. The influence of nonuniform bearing conditions may be reduced by recognizing and accommodating during the site specific design.

### 6.4 General Foundation Types

We anticipate that several foundation types are available for future structures. These include most commonly spread footings and mat foundation. Driven piles and drilled pier foundations may also be considered as a viable foundation system.

Shallow continuous or isolated spread footings may be used to support structures on this site. The support characteristics will be influenced by the condition and character of the site soil materials, the swell potential of the support materials at each structure site and the settlement tolerable to the structure and the structure characteristics.

We recommend that these foundation alternatives be investigated on a site and structure specific basis during the planning phase of each lot development. Design parameters should be developed on site specific laboratory test data generated for the planned structure. These values and other design parameters should be determined for each building site and tailored for each structure.

A site and structure specific geotechnical engineering study should be performed for each proposed building site to provide geotechnical engineering suggestions and recommendations for design and construction of foundations. It is our opinion that Uniform Building Code (UBC) bearing capacity values are not



appropriate for design because UBC does not consider site specific engineering characteristics of the soils.

Expansion and settlement characteristics of the foundation support soils should be tested for each building site and the anticipated post construction settlement analyzed on a site, structure and construction specific basis.

We recommend that we be contacted to perform a geotechnical engineering study for each proposed building site during the planning phase prior to foundation design to provide site specific geotechnical engineering design and construction suggestions and recommendations.

Free subsurface water was encountered in our test borings at depths ranging from about six and one half (6-1/2) feet to ten and one half (10-1/2) feet. We anticipate that the free subsurface water may be much shallower during wetter seasons. We recommend that below grade basement levels for future structures be investigated on a site and structure specific basis during the planning phase of each lot development.

A site specific geotechnical engineering study should be performed for each building site to provide geotechnical engineering suggestions and recommendations for design and construction of deep foundations for each site.

#### 6.5 Interior Floor Slab Comments

The natural soil materials encountered at the site will likely support interior floor slabs. The owner should realize that when loaded and wetted the site soil materials are likely to experience volume changes such as expansion and settlement. These volume changes could influence the performance of the slab on grade floors.

Engineering design dealing with swelling soil materials is an art which is still developing. The owners should be cautioned that the soils on this site may have swelling potential and concrete slab-on-grade floors and other lightly loaded members may experience movement when the supporting soils become wetted. We suggest lot owners consider floors suspended from the

foundation systems as structural floors or a similar design that will not be influenced by subgrade volume changes.

If the owner is willing to accept the risk of possible damage from swelling or settling soil materials supporting concrete slab-on-grade floors, recommendations to help reduce the damage from swelling soils should be followed. Recommendations for concrete slab-on-grade floors on swelling or settling soil materials are based on generally accepted design and construction procedures for construction on soils that tend to experience volume changes when wetted and are intended to help reduce the damage caused by soil volume changes. Lambert and Associates does not intend that the owner, or the owner's consultants should interpret recommendations as a solution to the problems of swelling or settling soils, but as measures to reduce the influence of swelling or settling soils.

A site and structure specific geotechnical engineering study should be performed to provide site and structure specific suggestions and recommendations for concrete slab-on-grade floors to help reduce the influence of swelling or settling soils.

#### 6.6 Compacted Structural Fill

We anticipate that placement of compacted structural fill will be included in the site development. Compacted structural fill is typically a material which is constructed for direct support of structures or structural components. Compacted structural fill placed on the natural hillside to develop pads and areas for construction will require site specific considerations for earthwork recommendations. These are not presented here.

There are several material characteristics which should be examined before choosing a material for potential use as compacted structural fill. These characteristics include: the size of the larger particles, the engineering characteristics of the fine grained portion of material matrix, the moisture content that the material will need to be for compaction with respect to the existing initial moisture content, the organic content of the material, and the items that influence the cost to use the material.



We typically suggest that the particle size of the compacted structural fill material be less than about two (2) to three (3) inches. The reason for this maximum size is that larger sizes may have too great an influence on the compaction characteristics of the material and may also impose point loads on the footings for floor slabs that are in contact with the material. Frequently pit-run material or crushed aggregate material is used for structural fill material. Pit-run material may be satisfactory, however crushed aggregate material with angular grains is preferable. Angular particles tend to interlock with each other better than rounded particles.

The fine grained portion of the fill material will have a significant influence on the performance of the fill. Material which has a fine grained matrix composed of silt and/or clay which exhibits expansive characteristics should be avoided for use as structural fill. The moisture content of the material should be monitored during construction and maintained near optimum moisture content for compaction of the material.

Soil with an appreciable organic content may not perform adequately for use as structural fill material due to the compressibility of the material and ultimately due to the decay of the organic portion of the material. Compacted fill should be a non-expansive material with the maximum aggregate size less than about three (3) inches and less than about twenty-five (25) percent coarser than three-quarter ( $3/4$ ) inch size.

The suitability of the natural on-site soils for use as compacted structural fill should be determined on a building site specific basis.

All areas to receive compacted structural fill should be properly prepared prior to fill placement. The preparation should include removal of all organic or deleterious material and the area to receive fill should be compacted after the organic and deleterious material has been removed. Any areas of soft, yielding, or low density soil, evidenced during the excavation compaction operation should be removed. Fill should be moisture conditioned, placed in thin lifts and compacted.

We recommend that the geotechnical engineer or his representative be present during excavation compaction and fill placement operations to observe and test the material.

#### 6.7 Lateral Earth Pressures

The development may include basement or other walls retaining soil. If the development plans include basements or retaining walls we should be contacted to provide geotechnical engineering design recommendations for basement or retaining walls on a site and structure specific basis.

#### 6.8 Backfill

Backfill areas and utility trench backfill should be constructed such that the backfill will not settle after completion of construction, and that the backfill is relatively impervious for the upper few feet. The backfill material should be free of trash and other deleterious material. It should be moisture conditioned and compacted. Only enough water should be added to the backfill material to allow proper compaction. Do not pond, puddle, float or jet backfill soils.

#### 6.9 Surface Drainage

The final grade of the ground surface should have a definite slope gradient to drain. Proper surface drainage should be maintained from the onset of construction through the proposed project life.

#### 6.10 Landscape Irrigation

An irrigation system should not be installed next to foundation walls, concrete flatwork or asphalt paved areas. If an irrigation system is installed, the system should be placed so that the irrigation water does not fall or flow near foundation walls, flatwork or pavements. The amount of irrigation water should be controlled.

#### 6.11 Soil Corrosivity to Concrete

Chemical tests were performed on a sample of soil obtained during the field study. The soil samples were tested for pH,



water soluble sulfates and total dissolved salts. The results are presented in Appendix B. Based on the American Concrete Institute (ACI) information relating water soluble sulfate, we anticipate that cement which is resistant to moderate to severe exposure to water soluble sulfate should be used for this development.

## 7.0 RADON CONSIDERATIONS

Our experience indicates that many of the soils in western Colorado produce small quantities of radon gas. Radon gas may tend to collect in closed poorly ventilated structures. Radon considerations are discussed in section 5.1 above.

## 8.0 PAVEMENT SECTION DESIGN RECOMMENDATIONS

It is our understanding that the proposed development will include paved roadways and parking areas. The paved areas will include asphalt paved parking areas, concrete paved aprons and concrete sidewalks. Our pavement section analysis was based on estimated traffic volumes, laboratory test results of the soils sampled during our field study, and on our experience on similar projects. The traffic volume used in our analysis assumed an 18,000 pound equivalent single axle load (ESAL) of 20,000, 40,000 and 80,000 repetitions for a twenty (20) year life and reliability of 70 percent. Our analysis included pavement sections based on dynamic loading as discussed in the Colorado Department of Transportation Pavement Design Manual.

### 8.1 Subgrade Preparation

Proper performance of the subgrade support soils requires surface preparation, scarification and moisture conditioning, compaction, and surface and subsurface drainage during construction prior to placement of the overlying pavement section materials.

Subgrade preparation may result in areas which yield under construction traffic. If yielding areas are encountered during subgrade preparation in the paved areas, the subgrade material may be overexcavated to a depth of about one foot below

the subgrade elevation or more if needed and backfilled with a compacted structural fill. The structural fill material may aid in construction of the paved areas subgrade. The structural fill material should be an aggregate subbase course or aggregate base course type material placed and compacted as discussed below.

All organic and other deleterious material should be removed from the areas proposed for pavement section construction. The soils exposed by the removal of the organic materials should be scarified to a depth of about twelve (12) inches, moisture conditioned to near optimum moisture content, and compacted to at least ninety (90) percent of maximum dry density as defined by ASTM D1557, modified moisture content-dry density relationship (Proctor) test. The moisture conditioning may require addition of water, or air drying if the soil is too moist, in either case, the material should be sufficiently mixed to promote a uniform soil moisture content. The soils should be compacted using machinery designed for soil compaction. Wheel rolling with loaded equipment and other techniques may not provide a uniform, properly compacted roadway subgrade.

Utility trench backfill in areas supporting pavement or other structural components should be placed in thin lifts and compacted to at least ninety (90) percent of the maximum dry density as defined by ASTM D1557 to subgrade elevation.

After the subgrade soils have been prepared the surface should be crowned or surface graded in the same orientation as the proposed final surface of the asphalt pavement. The reason for this is to promote water migration away from the roadway more readily. If the subgrade soil surface is not graded to properly drain, water may accumulate within the pavement section soils. The increased moisture content and subsequent soil strength decrease may promote pavement section support degradation. If a full section asphalt concrete design is used, the subgrade soils should be graded parallel the final asphalt concrete surface for drainage so that a uniform asphalt concrete thickness exists.

## 8.2 Aggregate Sub-Base and Base Course Material Characteristics and Placement

Specific aggregate types and sources for potential use on the project were not known at the time of the preparation of this



report. Our analysis assumed that the proposed aggregate base course would consist of a Class 6 type material, and the aggregate sub-base course would consist of a Class 2 type material, as designated in the "Colorado Department of Highways Standard Specification for Road and Bridge Construction", 1991. If it is desirable to use material which does not meet these criteria we should be contacted to assess the specific material characteristics of the proposed road base and provide additional pavement design sections for differing materials.

The aggregate sub-base and base course materials should be placed on the prepared subgrade soils as soon as possible after the subgrade soils are compacted and graded to drain. Placement of the aggregate materials will help limit the influence of construction and other traffic on the subgrade soil conditions.

The aggregate materials should not be allowed to become segregated either at the source, prior to hauling to the project site, or during the placement of the materials. The coarser aggregate sub-base soils have a greater tendency to become segregated, particularly during the grading and placement operations. Segregated sub-base and base course do not provide as uniform support as well blended materials.

The sub-base and base course materials should be moisture conditioned and compacted to at least ninety-five (95) percent of maximum dry density as defined by ASTM D1557, modified moisture-content-dry density relationship (Proctor) test.

### 8.3 Asphalt Concrete Materials and Placement

The asphalt concrete should be prepared using a mix design which has been prepared by a professional engineer experienced in asphalt concrete materials. The mix design should establish, as a minimum, the quality of the aggregates used, asphalt concrete material properties, asphalt cement content, mix and lay down temperatures. Either the Marshall Method or Hveem Stabilometer method of mix design may be used for the mix design preparation. We suggest that the asphalt concrete be compacted to at least ninety-five (95) percent of the maximum mix design density.

Aggregate shape maximum size and particle size distribution are important factors influencing the performance of an asphalt con-

crete mix. Crushed aggregate with fractured faces and angular shapes tend to interlock and provide an asphalt concrete with high strength and limited flexibility. Natural aggregates with rounded shapes tend to provide an asphalt concrete which is more flexible and may have lower strengths than mixes produced with angular shaped aggregates. Incorrect particle or grain size distribution of the aggregate used to manufacture the asphalt concrete can result in poor performance of the in-place asphalt mix. The grain size distribution of the mix aggregate will influence the size and volume of voids and the stability of the asphalt mix. Verification of the asphalt mix design aggregate properties and the asphalt concrete mix should be performed by testing prior to and during the paving operation.

#### 8.4 Flexible Pavement Design Sections

Our laboratory analysis of the support characteristics of the subgrade soils on the project included California Bearing Ratio tests. The California Bearing Ratio tests are presented in Appendix B. A resilient modulus " $M_R$ " value of 2,500 psi was used in our analysis. Alternative pavement sections are presented below. The pavement thickness sections below are based on the flexible pavement nomograph as recommended in the Colorado Department of Transportation Pavement Design Manual for the traffic volumes as discussed above.

Construction traffic will have a greater influence on the performance of the pavement section than the residential use after construction. The design recommendations presented below are based on typical post construction residential use and do not include accommodation for heavy loading as a result of construction traffic. It may be beneficial to consider partial pavement section construction for use during on-site development construction with the section repaired and completed after the heavy construction traffic use has ended. This technique may provide a more serviceable and structurally acceptable pavement for the completed project.



## PAVEMENT THICKNESS DESIGN SECTIONS

\*ESAL = 20,000

Asphalt Concrete (inches)	Aggregate Base Course Class 6 or Similar (inches)	Aggregate Subbase Course Class 2 or Similar (inches)	Reconditioned Subgrade (Inches)
2	4	7	12
2	10	0	12
2-1/2	4	4	12
2-1/2	8	0	12
3	6	0	12
4-3/4	0	0	12

## PAVEMENT THICKNESS DESIGN SECTIONS

\*ESAL = 40,000

Asphalt Concrete (inches)	Aggregate Base Course Class 6 or Similar (inches)	Aggregate Subbase Course Class 2 or Similar (inches)	Reconditioned Subgrade (Inches)
2	4	9	12
2	6	6	12
2	11	0	12
2-1/2	5	5	12
2-1/2	10	0	12
3	8	0	12
3-1/2	6	0	12
5-1/4	0	0	12

## PAVEMENT THICKNESS DESIGN SECTIONS

\*ESAL = 80,000

Asphalt Concrete (inches)	Aggregate Base Course Class 6 or Similar (inches)	Aggregate Subbase Course Class 2 or Similar (inches)	Reconditioned Subgrade (Inches)
2	4	11	12
2	6	8	12
2	13	0	12
2-1/2	5	7	12
2-1/2	11	0	12
3	4	7	12
3	10	0	12
3-1/2	8	0	12
4	6	0	12
5-3/4	0	0	12

\* Equivalent 18,000 pounds single axle load

Pavement section considerations for Asphalt concrete and Class 6 type aggregate base course in sections which do not include Class 2 type aggregate subbase course include a subgrade stabilization fabric such as Mirafi 500X or similar placed on the prepared subgrade material prior to placing the pavement section materials. The sections tabulated above are based on this inclusion.

Pavement thickness design section of less than three (3) inches of asphalt over aggregate base course may be used, although, because of the shorter life before maintenance and the relatively poor long term performance, we suggest that this be considered as an intermediate design section only. If a lesser design section is used we suggest you consider a later asphalt overlay of appropriate thickness to extend the life of the pavement section. The overlay should be constructed prior to any visible distress occurring in the pavement.

The asphalt concrete pavement should be placed on the prepared support section as soon as possible so that interim traffic does not decrease the integrity of the support section.



## 8.5 Rigid Pavement Thickness Design Recommendations

Our pavement thickness recommendations for rigid Portland cement concrete pavement are based on an assumed traffic volume, a concrete modulus of rupture of 650 psi and a modulus of subgrade reaction obtained from the (California Bearing Ratio) R-value test performed on the subgrade soil sample obtained during our field study. A modulus of subgrade reaction of 90 psi/inch was used in our analysis. The rigid pavement may be designed using a concrete thickness of five (5) inches for an estimated 18,000 pounds equivalent single axle load (ESAL) less than 100,000.

Concrete sidewalks should have a nominal thickness of four (4) inches if no vehicle traffic will be allowed on them and at least five (5) inches where vehicle traffic will be on or cross the sidewalks. The concrete sidewalks and aprons may be placed on a leveling course of aggregate base course material. The leveling course should be at least four (4) inches thick and compacted as discussed above for aggregate base course.

The concrete should be supported on prepared subgrade which is at least one (1) foot thick. The prepared subgrade should consist of either compacted structural fill to establish subgrade elevation or natural soils which are scarified to a depth of one (1) foot moisture conditioned to near optimum moisture content and recompactd to at least ninety (90) percent of the maximum dry density as defined by ASTM D1557, modified moisture content-dry density relationship test. If during subgrade preparation any loose or yielding area or any areas of poorly constructed man-placed fill are encountered they should be removed and replaced with compacted structural fill. Suggestions for constructing compacted structural fill are presented below.

The Portland cement concrete should be from an approved concrete mix design stating the proportions and mixtures of the mix. We recommend verification of the mix design prior to paving. The coarse and fine aggregate used in the concrete mix should be tested for their suitability for use as concrete aggregate.

The concrete pavement should be appropriately jointed and structurally reinforced to help control the location of cracking. The structural engineer should be contacted to provide structural design recommendations or structural reinforcement and joint design of the concrete pavement.

#### 9.0 PRE-DESIGN AND PRE-CONSTRUCTION CONSIDERATIONS

The project geotechnical engineer should be consulted during planning, design and construction phases of the project development to provide continuing services. We recommend that a site and structure specific geotechnical engineering study be performed for each site during the planning phase of each site development.

This geologic hazard and feasibility level study is based on limited sampling; therefore, it is necessary to assume that the subsurface conditions do not vary greatly from those encountered in the field study. Our experience has shown that significant variations are likely to exist and can become apparent only during additional on site excavation. For this reason, and because of our familiarity with the project, Lambert and Associates should be retained to provide on going consultation throughout the planning design and construction phases of the project to be available to comment on and provide recommendations with respect to the geotechnical engineering aspects of the project and to be available in the event any unusual or unexpected conditions are encountered. The cost of additional geotechnical engineering consultation and material testing during construction or any additional engineering services are not included in the fee for this report. We recommend that your budget include provision for additional engineering services.

We recommend that the observation and material testing services during construction be retained by the owner or the owner's engineer or architect, not the contractor, to maintain third party credibility. We are experienced and available to provide material testing services. We have included a copy of a report prepared by Van Gilder Insurance which discusses testing services during construction. It is our opinion that the owner, architect and engineer be familiar with the information. If you have any questions regarding this concept please contact us.



We suggest that your construction plans and schedule include provisions for geotechnical engineering observations and material testing during construction and your budget reflect these provisions.

### 9.1 Structural Fill Quality

It is our understanding that the proposed development may include compacted structural fill. This section of our report is to provide some suggestions for you and your design team with respect to structural fill materials. The quality of compacted structural fill will depend on the type of material used as structural fill, fill lift thickness, fill moisture condition and compactive effort used during construction of the structural fill. Engineering observation and testing of structural fill is essential as an aid to safeguard the quality and performance of the structural fill.

Testing of the structural fill normally includes tests to determine the grain size distribution, swell potential and moisture-density relationship of the fill material to verify the material suitability for use as structural fill. As the material is placed the in place moisture content and dry density are tested to indicate the relative compaction of the placed structural fill. We recommend that your budget include provisions for observation and testing of structural fill during construction.

Testing of the compacted fill material should include tests of the moisture content and density of the fill material placed and compacted prior to placement of additional fill material. We suggest that a reasonable number of density tests of the fill material can best be determined on a site, material and construction basis although as a guideline we suggest one test per about each 300 to 500 square feet of each lift of fill material. Utility trench backfill may need to be tested about every 100 linear feet of lift of backfill.

### 9.2 Concrete Quality

It is our understanding current plans include reinforced structural concrete for foundations and walls and may include concrete slabs on grade and pavement. This section of our report is to

provide suggestions to you and your design team with respect to concrete quality. To insure concrete members perform as intended, the structural engineer should be consulted and should address factors such as design loadings, anticipated movement and deformations.

The quality of concrete is influenced by proportioning of the concrete mix, placement, consolidation and curing. Desirable qualities of concrete include compressive strength, water tightness and resistance to weathering. Engineering observations and testing of concrete during construction is essential as an aid to safeguard the quality of the completed concrete.

Testing of the concrete is normally performed to determine compressive strength, entrained air content, slump and temperature. We recommend that your budget include provisions for testing of concrete during construction. We suggest that a reasonable frequency of concrete tests can best be determined on a site, materials and construction specific basis although as a guideline American Concrete Institute, ACI, suggests one test per about each fifty (50) cubic yards or portion thereof per day of concrete material placed.

## 10.0 LIMITATIONS

This geologic hazard and feasibility level geotechnical engineering study is based on limited sampling, therefore it is necessary to assume that the subsurface conditions do not vary greatly from those encountered in the test borings. Our experience has shown that significant variations are likely to exist and can become apparent only during additional on-site excavation. For this reason, and because of our familiarity with the project, Lambert and Associates should be retained to perform a geotechnical engineering study for each proposed building site.

This report presents geotechnical engineering feasibility level comments and considerations. The information presented in this report is not intended to be used as design level geotechnical engineering recommendations. A site and structure specific geotechnical engineering study should be performed for each proposed building site to provide geotechnical engineering



suggestions and recommendations for design and construction of foundations for structures on the proposed subdivision site.

It is the owner's and the owner's representatives responsibility to read this report and become familiar with the recommendations and suggestions presented. We should be contacted if any questions arise concerning the geotechnical engineering aspects of this project as a result of the information presented in this report.

The comments, suggestions and recommendations outlined above are based on our understanding of the currently proposed construction. We are available to discuss the details of our recommendations with you and revise them where necessary. This geotechnical engineering report is based on the proposed site development and scope of services as provided to us by Mr. Mick Frank on the type of construction planned, existing site conditions at the time of the field study, and on our findings. Should the planned, proposed use of the site be altered, Lambert and Associates must be contacted, since any such changes may make our suggestions and recommendations given inappropriate. This report should be used ONLY for the planned development for which this report was tailored and prepared, and ONLY to meet information needs of the owner and the owner's representatives.

We represent that our services were performed within the limits prescribed by you and with the usual thoroughness and competence of the current accepted practice of the geotechnical engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or our contract. We are available to discuss our findings with you. If you have any questions please contact us. The supporting data for this report is included in the accompanying figures and appendices.

This report is a product of Lambert and Associates. Excerpts from this report used in other documents may not convey the intent or proper concepts when taken out of context or they may be misinterpreted or used incorrectly. Reproduction, in part or whole, of this document without prior written consent of Lambert and Associates is prohibited.

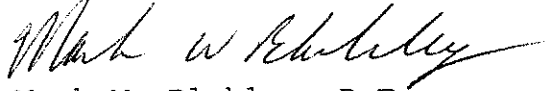
We have enclosed a copy of a brief discussion about geotechnical reports published by Association of Soil and Foundation Engineers for your reference.

Please call when further consultation or observations and tests are required.

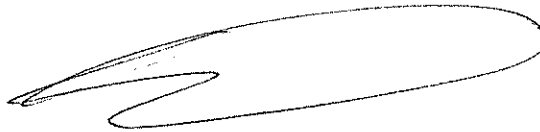
If you have any questions concerning this report or if we may be of further assistance, please contact us.

Respectfully submitted;

LAMBERT AND ASSOCIATES



Mark W. Blakley, P.E.  
Geotechnical Engineer



Dennis D. Lambert, P.E.  
Geotechnical Engineer

MWB/nr





# Van Gilder NEWSLETTER

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## THE PROFESSIONAL LIABILITY PERSPECTIVE

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### WHO HIRES THE TESTING LABORATORY?

It is one of those relatively small details in the overall scheme of things. Independent testing may be required by local building codes, or it may be insisted upon by lenders. Additional testing can usually be ordered by the design team during construction. Whatever the source of the requirement, many owners perceive it to be an unnecessary burden—an additional cost imposed principally for someone else's benefit.

What does this have to do with you? You may be the only one in a position to influence the use of testing and inspection services so they become more, rather than less likely to contribute to a successful outcome. There seems to be an almost irresistible inclination on the part of some owners to cast aside their potential value to the project in favor of the administrative and financial convenience of placing responsibility for their delivery into the hands of the general contractor.

Resist this inclination where you can. It is not in your client's best interests, and it is certainly not in yours. There are important issues of quality and even more important issues of life safety at stake. In the complex environment of today's construction arena, it makes very little sense for either of you to give up your control of quality control. Yet it happens altogether too often.

#### What's Behind this Misadventure?

The culprit seems to be the Federal Government. In the 1960's, someone came up with

the idea that millions could be saved by eliminating the jobs of Federal workers engaged in construction inspection. The procurement model used to support this stroke of genius was the manufacturing segment of the economy, where producers of goods purchased by the Government had been required for years to conduct their own quality assurance programs. The result was a trendy new concept in Federal construction known as Contractor Quality Control (CQC).

It was a dumb idea. Costs were simply shifted from the Federal payroll to capital improvement budgets. Government contractors, selected on the basis of the lowest bid, were handed resources to assure the quality of their own performance. Some did so; many did not. All found themselves caught up in an impossible conflict between the demands of time and cost, on one hand, and the dictates of quality, on the other.

CQC was opposed by the Associated General Contractors of America, by independent testing laboratories, by the design professions, and by those charged with front-line responsibility for quality control in the Federal Agencies. Eventually, even the General Accounting Office came to the conclusion that it ought to be abandoned. But, once set in motion and fueled by the pervasive influence of the Federal Government, the idea spread—first to state and local governments; finally, to the private sector.

Why would the private sector embrace such an ill-conceived notion? Because so many

owners view testing and inspection as an undertaking which simply duplicates something they are entitled to in any event. They are confident they will be protected by contract documents which cover every detail and contingency. They look to local building inspectors to assure compliance with codes. And they fully expect the design team to fulfill its obligation to safeguard the quality of the work.

### A Fox in the Henhouse

If testing is perceived as little more than an unnecessary, but unavoidable expense, why not make the general contractor responsible for controlling the cost? It may produce a savings, and it certainly eliminates an administrative headache. If contractual obligations dealing with the project schedule and budget can be enforced, surely those governing quality can be enforced, as well. Possibly so, but who is going to do it?

Some testing consultants will not accept CQC work. The reasons they give come from firsthand experience. They include: 1) inadequate to barely adequate scope, 2) selection based on the lowest bid; 3) non-negotiable contract terms inappropriate to the delivery of a professional service; 4) intimidation of inspectors by field supervisors; and 5) suppression of low or failing test results. This ought to be fair warning to any owner.

### Keeping Both Hands on the Wheel

The largest part of the problem, from your point of view, is one of artful persuasion. If you cannot convince your client of the value of independent testing and inspection, no one can. Yet, if you do not, you are likely to find yourself responsible for an assurance of quality you are in no position to deliver. How can you keep quality control where it belongs and, in the process, prevent the owner from compromising his or her interests in the project as well as yours? Consider these suggestions:

1. Put the issue on an early agenda. It needs your attention. Anticipate the owner's inclination to avoid dealing with testing and

inspection, and explain its importance to the success of the project. Persist, if you can, until your client agrees to hire the testing laboratory independently and to establish an adequate budget to meet the anticipated costs. A testing consultant hired by the owner cannot be fired by the general contractor for producing less than favorable results.

2. Tailor the testing requirements carefully. Scissors and paste can be your very worst enemies. Specify what the job requires, retain control of selection and hiring, make certain the contractor's responsibilities for notification for scheduling purposes are clear, and require that copies of all reports be distributed by the laboratory directly to you.

3. Insist on a preconstruction testing conference. It can be an essential element of effective coordination. Include the owner, the general contractor, major subcontractors, the testing consultant, and the design team. Review your requirements, the procedures to be followed, and the responsibilities of each of the parties. Have the testing consultant prepare a conference memorandum for distribution to all participants.

4. Monitor tests and inspections closely. Make certain your field representative is present during tests and inspections, so that deficiencies in procedures or results can be reported and acted upon quickly. Scale back testing if it becomes clear it is appropriate to do so under the circumstances; do not hesitate to order additional tests if they are required.

5. Finally, keep your client informed. Without your help, he or she is not likely to understand what the test results mean, nor will your actions in response to them make much sense. If additional testing is called for, explain why. Remember, it is an unexpected and, possibly, unbudgeted additional cost for which you will need to pave the way. In this sense, independent testing and inspection can serve an important, secondary purpose. You might view it as a communications resource. Use it in this way, and it just may yield unexpected dividends.



# IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

More construction problems are caused by site subsurface conditions than any other factor. As troublesome as subsurface problems can be, their frequency and extent have been lessened considerably in recent years, due in large measure to programs and publications of ASFE/The Association of Engineering Firms Practicing in the Geosciences.

The following suggestions and observations are offered to help you reduce the geotechnical-related delays, cost-overruns and other costly headaches that can occur during a construction project.

## A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

A geotechnical engineering report is based on a subsurface exploration plan designed to incorporate a unique set of project-specific factors. These typically include: the general nature of the structure involved, its size and configuration; the location of the structure on the site and its orientation; physical concomitants such as access roads, parking lots, and underground utilities, and the level of additional risk which the client assumed by virtue of limitations imposed upon the exploratory program. To help avoid costly problems, consult the geotechnical engineer to determine how any factors which change subsequent to the date of the report may affect its recommendations.

Unless your consulting geotechnical engineer indicates otherwise, *your geotechnical engineering report should not be used:*

- When the nature of the proposed structure is changed, for example, if an office building will be erected instead of a parking garage, or if a refrigerated warehouse will be built instead of an unrefrigerated one.
- when the size or configuration of the proposed structure is altered.
- when the location or orientation of the proposed structure is modified.
- when there is a change of ownership, or
- for application to an adjacent site.

*Geotechnical engineers cannot accept responsibility for problems which may develop if they are not consulted after factors considered in their report's development have changed*

## MOST GEOTECHNICAL "FINDINGS" ARE PROFESSIONAL ESTIMATES

Site exploration identifies actual subsurface conditions only at those points where samples are taken, when they are taken. Data derived through sampling and subsequent laboratory testing are extrapolated by geo-

technical engineers who then render an opinion about overall subsurface conditions, their likely reaction to proposed construction activity, and appropriate foundation design. Even under optimal circumstances actual conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock and time. The actual interface between materials may be far more gradual or abrupt than a report indicates. Actual conditions in areas not sampled may differ from predictions. *Nothing can be done to prevent the unanticipated, but steps can be taken to help minimize their impact.* For this reason, *most experienced owners retain their geotechnical consultants through the construction stage, to identify variances, conduct additional tests which may be needed, and to recommend solutions to problems encountered on site.*

## SUBSURFACE CONDITIONS CAN CHANGE

Subsurface conditions may be modified by constantly-changing natural forces. Because a geotechnical engineering report is based on conditions which existed at the time of subsurface exploration, *construction decisions should not be based on a geotechnical engineering report whose adequacy may have been affected by time.* Speak with the geotechnical consultant to learn if additional tests are advisable before construction starts.

Construction operations at or adjacent to the site and natural events such as floods, earthquakes or groundwater fluctuations may also affect subsurface conditions and, thus, the continuing adequacy of a geotechnical report. The geotechnical engineer should be kept apprised of any such events, and should be consulted to determine if additional tests are necessary.

## GEOTECHNICAL SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND PERSONS

Geotechnical engineers' reports are prepared to meet the specific needs of specific individuals. A report prepared for a consulting civil engineer may not be adequate for a construction contractor, or even some other consulting civil engineer. Unless indicated otherwise, this report was prepared expressly for the client involved and expressly for purposes indicated by the client. Use by any other persons for any purpose, or by the client for a different purpose, may result in problems. *No individual other than the client should apply this report for its intended purpose without first conferring with the geotechnical engineer. No person should apply this report for any purpose other than that originally contemplated without first conferring with the geotechnical engineer.*

## A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a geotechnical engineering report. To help avoid these problems, the geotechnical engineer should be retained to work with other appropriate design professionals to explain relevant geotechnical findings and to review the adequacy of their plans and specifications relative to geotechnical issues.

## BORING LOGS SHOULD NOT BE SEPARATED FROM THE ENGINEERING REPORT

Final boring logs are developed by geotechnical engineers based upon their interpretation of field logs (assembled by site personnel) and laboratory evaluation of field samples. Only final boring logs customarily are included in geotechnical engineering reports. *These logs should not under any circumstances be redrawn* for inclusion in architectural or other design drawings, because drafters may commit errors or omissions in the transfer process. Although photographic reproduction eliminates this problem, it does nothing to minimize the possibility of contractors misinterpreting the logs during bid preparation. When this occurs, delays, disputes and unanticipated costs are the all-too-frequent result.

To minimize the likelihood of boring log misinterpretation, *give contractors ready access to the complete geotechnical engineering report* prepared or authorized for their use. Those who do not provide such access may proceed un-

der the *mistaken* impression that simply disclaiming responsibility for the accuracy of subsurface information always insulates them from attendant liability. Providing the best available information to contractors helps prevent costly construction problems and the adversarial attitudes which aggravate them to disproportionate scale.

## READ RESPONSIBILITY CLAUSES CLOSELY

Because geotechnical engineering is based extensively on judgment and opinion, it is far less exact than other design disciplines. This situation has resulted in wholly unwarranted claims being lodged against geotechnical consultants. To help prevent this problem, geotechnical engineers have developed model clauses for use in written transmittals. These are *not* exculpatory clauses designed to foist geotechnical engineers' liabilities onto someone else. Rather, they are definitive clauses which identify where geotechnical engineers' responsibilities begin and end. Their use helps all parties involved recognize their individual responsibilities and take appropriate action. Some of these definitive clauses are likely to appear in your geotechnical engineering report, and you are encouraged to read them closely. Your geotechnical engineer will be pleased to give full and frank answers to your questions.

## OTHER STEPS YOU CAN TAKE TO REDUCE RISK

Your consulting geotechnical engineer will be pleased to discuss other techniques which can be employed to mitigate risk. In addition, ASFE has developed a variety of materials which may be beneficial. Contact ASFE for a complimentary copy of its publications directory.

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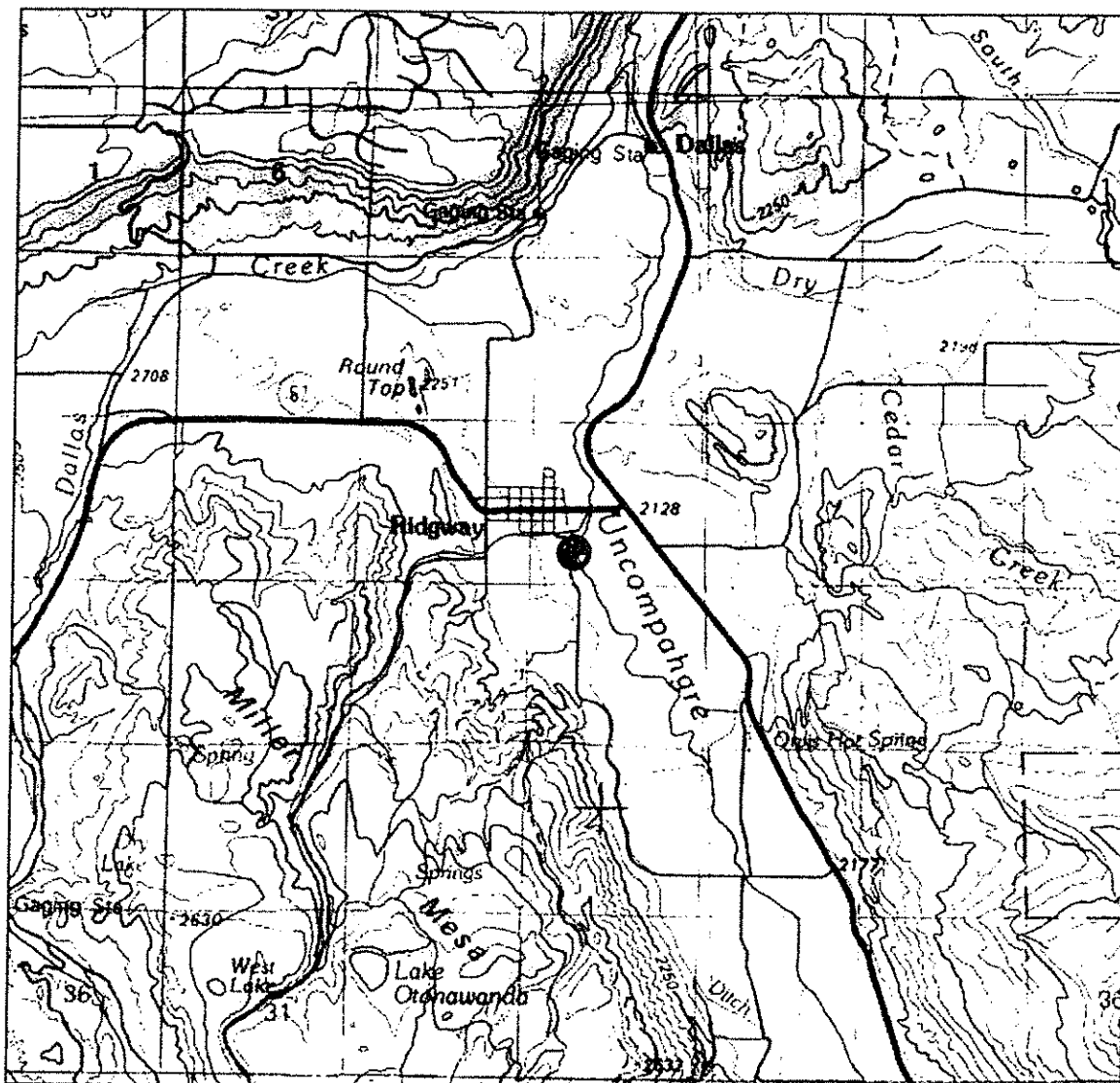
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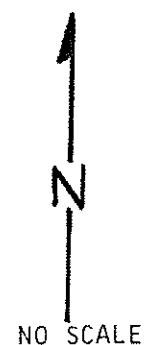
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● Indicates approximate project location

This map is intended to present geotechnical engineering data only



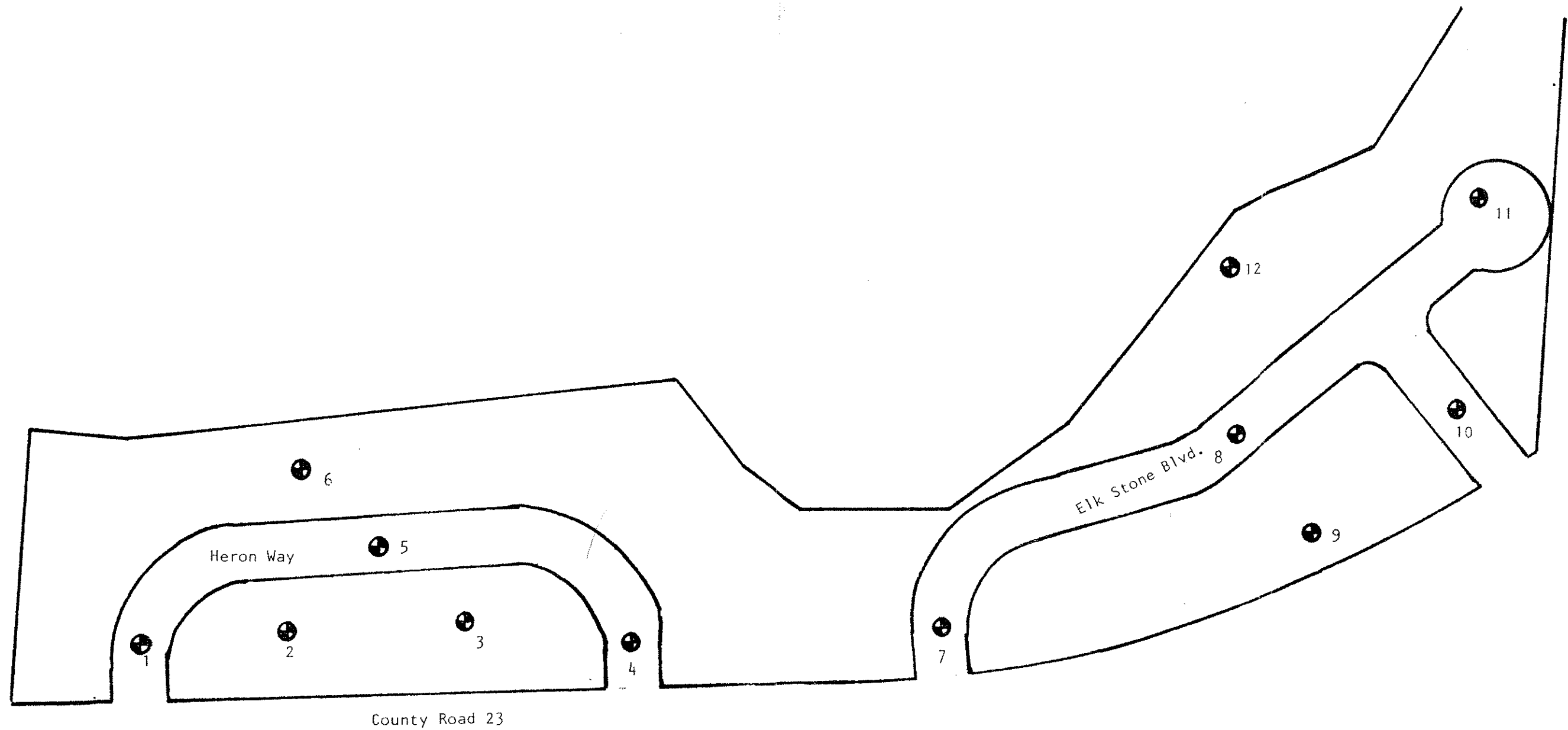
PROJECT VICINITY MAP

**Lambert and Associates**

Project No.: M06029GE

Date: 6/1/06

Flame: 1



12 ● Indicates approximate test boring locations

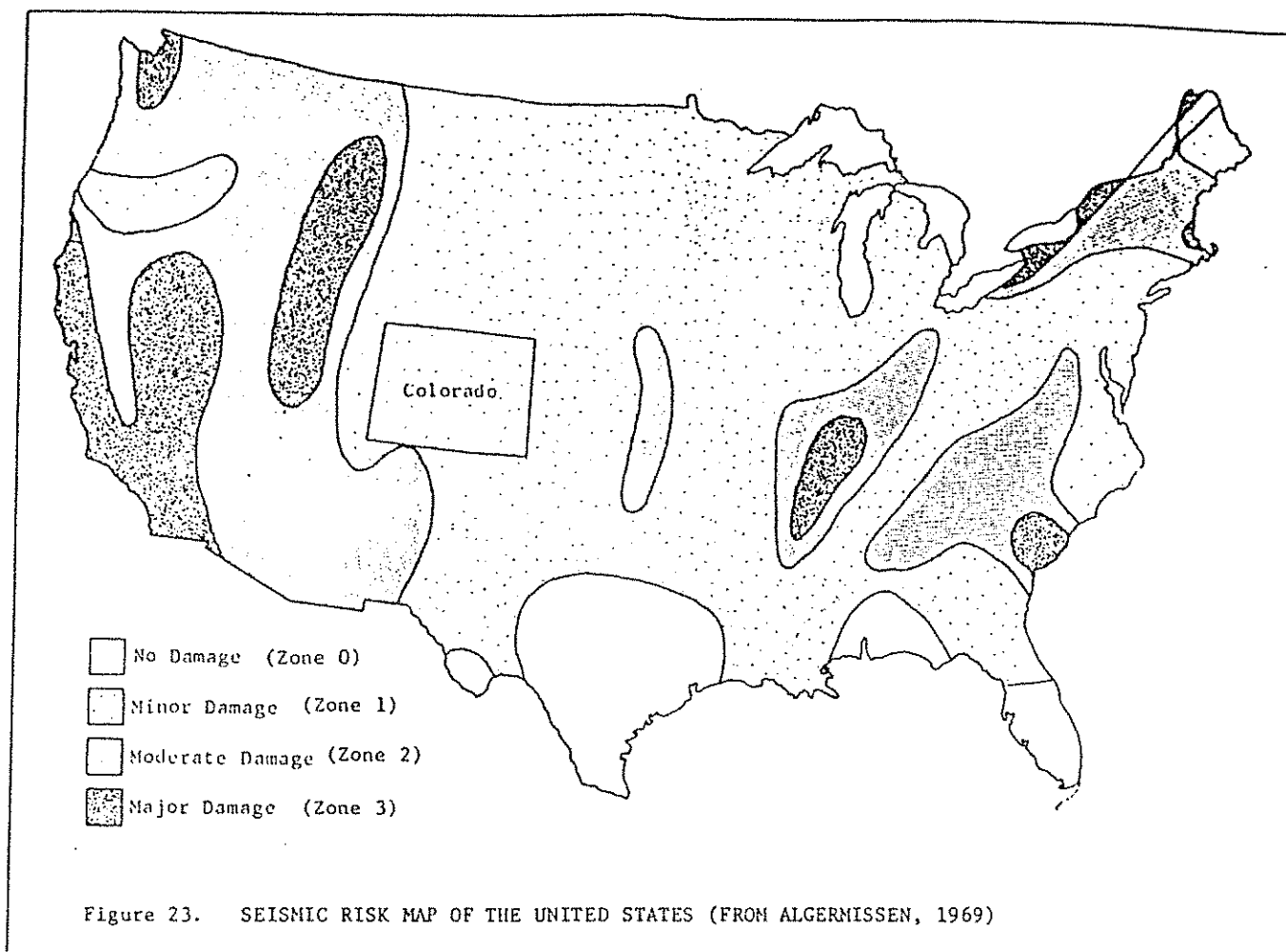
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TEST BORING LOCATION SKETCH

**Lambert and Associates**

Project No.:	M06029GE
Date:	6/1/06
Figure:	2



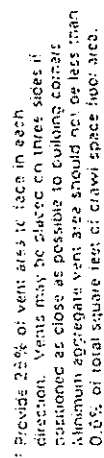


This sketch was prepared using Figure 23 from "Guidelines and Criteria for Identification and Land Use Controls of Geologic Hazard and Mineral Resource Areas", 1974.

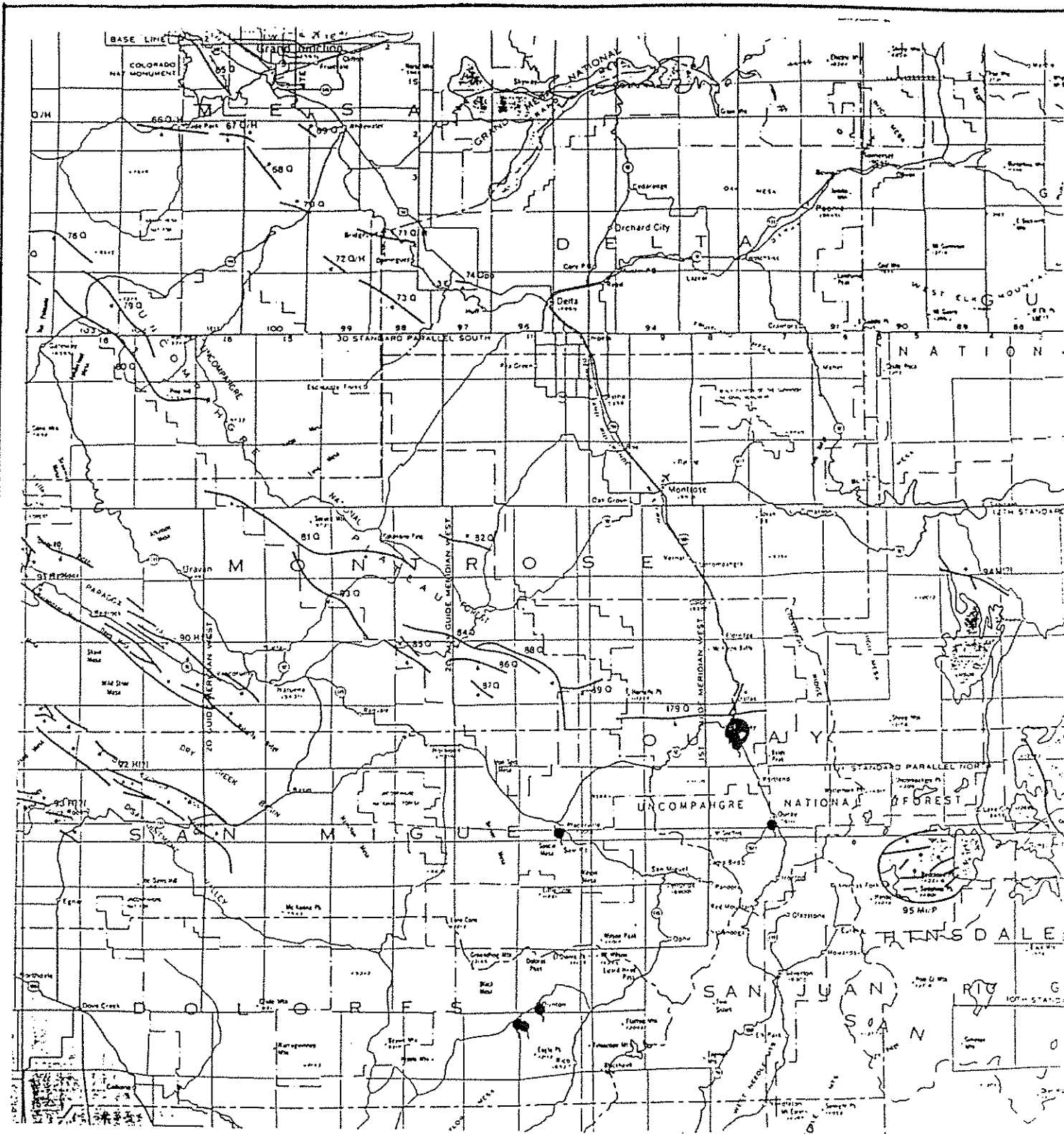
SEISMIC RISK MAP



These figures were excerpted from an EPA manual "Radon Reduction in New Construction, An Interim Guide" OPA-87-009 by the Environmental Protection Agency, and reproduced here for reference only







● Indicates approximate project location

FAULT LOCATION SKETCH

NO SCALE

**Lambert and Associates**

Project No.: M06029GE  
Date: 6/1/06

## APPENDIX A

The field study was performed on May 10 and 12, 2006. The field study consisted of logging and sampling the soils encountered in twelve (12) small diameter continuous flight auger test borings. The approximate locations of the test borings are shown on Figure 2. The log of the soil materials encountered in the test borings are presented on Figures A2 through A15.

The test borings were logged by Lambert and Associates and samples of significant soil types were obtained. The samples were obtained from the test borings using a Modified California Barrel sampler and bulk disturbed samples were obtained. Penetration blow counts were determined using a 140 pound hammer free falling 30 inches. The blow counts are presented on the logs of the test borings such as 5/6 where 5 blows with the hammer were required to drive the sampler 6 inches.

The engineering field description and major soil classification are based on our interpretation of the materials encountered and are prepared according to the Unified Soil Classification System, ASTM D2488. The description and classification which appear on the test boring log is intended to be that which most accurately describes a given interval of the test boring (frequently an interval of several feet). Occasionally discrepancies occur in the Unified Soil Classification System nomenclature between an interval of the soil log and a particular sample in the interval. For example, an interval on the test boring log may be identified as a silty sand (SM) while one sample taken within the interval may have individually been identified as a sandy silt (ML). This discrepancy is frequently allowed to remain to emphasize the occurrence of local textural variations in the interval.

The stratification lines presented on the logs are intended to present our interpretation of the subsurface conditions encountered in the test boring. The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



# KEY TO LOG OF TEST BORING

Date Drilled:

Field Engineer:

Boring Number:

Location:

Elevation:

Diameter:

Total Depth:

Depth to Water at Time of Drilling:

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Sand, silty, medium dense, moist, tan (SM)	Notes in this column indicate tests performed and test results if not plotted.
				Unified Soil Classification	
		B		Indicates Bulk Bag Sample	DD: Indicates dry density in pounds per cubic foot
		C		Indicates Drive Sample	MC: Indicates moisture content as percent of dry unit weight
	5			Indicates Sampler Type:	LL: Indicates Liquid Limit
				C - Modified California	PL: Indicates Plastic Limit
				St - Standard Split Spoon	PI: Indicates Plasticity Index
				H - Hand Sampler	
			7/12	Indicates seven blows required to drive the sampler twelve inches with a hammer that weighs one hundred forty pounds and is dropped thirty inches.	
	10			BOUNCE: Indicates no further penetration occurred with additional blows with the hammer	
				NR: Indicates no sample recovered	
	15			CAVED: Indicates depth the test boring caved after drilling	
				Indicates the location of free subsurface water when measured	
	20			CLAY	Note: Symbols are often used only to help visually identify the described information presented on the log.
				SILT	
				SAND	
				GRAVEL	
				CLAYSTONE	
				SANDSTONE	
	25				

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A1

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# LOG OF TEST BORING

Date Drilled: 5/10/2006      Field Engineer: DRL      Boring Number: 1  
 Location: See test boring location diagram      Elevation:  
 Diameter: 4 inches      Total Depth: 24-feet      Depth to Water at Time of Drilling: 7-feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, silty, medium stiff to soft, moist to wet, gray to tan, approximately 12-inches organic (CL)	
	5	C	5/6 7/6		Swell-Consolidation Test: MC: 27.3% DD: 98.0 pcf
	10				
	15				
	20				
	25			Bottom of Test Boring 1 at 24-feet	

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A2


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# LOG OF TEST BORING

Date Drilled: 5/12/2006 Field Engineer: DRL Boring Number: 2  
 Location: See test boring location diagram Elevation:  
 Diameter: 4 inches Total Depth: 14-feet Depth to Water at Time of Drilling: 12-feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, silty, medium stiff to soft, moist to wet, brown to gray, approximately 12-inches organic (CL)	
	5	C	5/6 8/6		
	10			▼	
	15				
	20			Bottom of Test Boring 2 at 14-feet	
	25				

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A3

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## LOG OF TEST BORING

Date Drilled: 5/12/2006      Field Engineer: DRL      Boring Number: 3  
 Location: See test boring location diagram      Elevation:  
 Diameter: 4 inches      Total Depth: 19-feet      Depth to Water at Time of Drilling: 11-feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
XXXX	0			Approx. 6-in sand and gravel fill matl.	
				Clay, silty, medium stiff to soft, moist to wet, brown to gray, approximately 12-inches organic (CL)	
	5				
	10	C	4/6 4/6	▼	Swell-Consolidation Test: MC: 25.8% DD: 98.0 pcf
	15				
	20			Bottom of Test Boring 3 at 19-feet	
	25				

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A4



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CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING



# LOG OF TEST BORING

Date Drilled: 5/12/2006      Field Engineer: DRL      Boring Number: 4  
 Location: See test boring location diagram      Elevation:  
 Diameter: 4 inches      Total Depth: 9-feet      Depth to Water at Time of Drilling: None Encountered

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Approx. 6-in sand and gravel fill matl.	
				Clay, silty, medium stiff to soft, moist, brown to gray, approximately 12-inches organic (CL)	
	5				
	10			Bottom of Test Boring 4 at 9-feet	
	15				
	20				
	25				

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE



Figure: A5

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# LOG OF TEST BORING

Date Drilled: 5/12/2006      Field Engineer: DRL      Boring Number: 5  
 Location: See test boring location diagram      Elevation:  
 Diameter: 4 inches      Total Depth: 9-feet      Depth to Water at Time of Drilling: 5-feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, silty, medium stiff to soft, moist, brown to gray, approximately 12-inches organic (CL)	
	5				
	10			Bottom of Test Boring 5 at 9-feet	
	15				
	20				
	25				

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A6

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LOG OF TEST BORING				
Date Drilled: 5/12/2006		Field Engineer: DRL		Boring Number: 6
Location: See test boring location diagram			Elevation:	
Diameter: 4 inches		Total Depth: 19-feet		Depth to Water at Time of Drilling: 12-feet
Symbol	Depth	Sample		Soil Description
		Type	N	Laboratory Test Results
<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto; position: relative;"> <span style="position: absolute; top: -5px; left: 0;">0</span> <span style="position: absolute; bottom: -5px; left: 0;">10</span> <span style="position: absolute; bottom: -5px; left: 50%;">15</span> <span style="position: absolute; bottom: -5px; left: 100%;">20</span> <span style="position: absolute; bottom: -5px; left: 150%;">25</span> </div>	0			Clay, silty, medium stiff to soft, moist to wet, brown to gray, approximately 12-inches organic (CL)
	1			
	2			
	3			
	4			
	5	C	9/6 11/6	
	6			
	7			
	8			
	9			
	10			<div style="text-align: center; margin-top: 50px;">▼</div>
11				
12				
13				
14				
15				
16				
17				
18				
19				
	20			Bottom of Test Boring 6 at 19-feet
21				
22				
23				
24				
	25			

Figure: A7

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

<b>LOG OF TEST BORING</b>					
<b>Date Drilled:</b>	5/12/2006		<b>Field Engineer:</b>	DRL	<b>Boring Number:</b> 7
<b>Location:</b>	See test boring location diagram			<b>Elevation:</b>	
<b>Diameter:</b>	4 inches	<b>Total Depth:</b>	14-feet	<b>Depth to Water at Time of Drilling:</b>	11-feet
<b>Symbol</b>	<b>Depth</b>	<b>Sample</b>		<b>Soil Description</b>	<b>Laboratory Test Results</b>
		Type	N		
	0			Clay, silty, medium stiff to soft, moist to wet, brown, gray, approximately 12-inches organic (CL)	
	5				
	10				
	15			Bottom of Test Boring 7 at 14-feet	
	20				
	25				



Figure: A8

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING



# LOG OF TEST BORING

Date Drilled: 5/12/2006      Field Engineer: DRL      Boring Number: 8  
 Location: See test boring location diagram      Elevation:  
 Diameter: 4 inches      Total Depth: 9-feet      Depth to Water at Time of Drilling: 7-1/2 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, silty, medium stiff to soft, moist to wet, brown, approximately 12-inches organic (CL)	
	5				
	10			Bottom of Test Boring 8 at 9-feet	
	15				
	20				
	25				

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A9

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# LOG OF TEST BORING

Date Drilled: 5/12/2006 Field Engineer: DRL Boring Number: 9  
 Location: See test boring location diagram Elevation:  
 Diameter: 4 inches Total Depth: 19-feet Depth to Water at Time of Drilling: 11-feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, silty, medium stiff to soft, moist to wet, brown, gray, approximately 12-inches organic (CL)	
	5	C	4/6 3/6		Swell-Consolidation Test: MC: 24.3% DD: 103.0 pcf
	10				
	15				
	20			Bottom of Test Boring 9 at 19-feet	
	25				

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A10

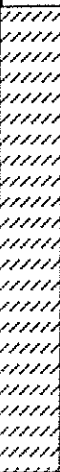

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# LOG OF TEST BORING

Date Drilled: 5/12/2006      Field Engineer: DRL      Boring Number: 10  
 Location: See test boring location diagram      Elevation:  
 Diameter: 4 inches      Total Depth: 9-feet      Depth to Water at Time of Drilling: None Encountered

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, silty, sandy, medium stiff to soft, moist to wet, brown, approximately 12-inches organic (CL)	
	5				
	10			Bottom of Test Boring 10 at 9-feet	
	15				
	20				
	25				

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE



Figure: A11

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# LOG OF TEST BORING

Date Drilled: 5/12/2006      Field Engineer: DRL      Boring Number: 11  
 Location: See test boring location diagram      Elevation:  
 Diameter: 4 inches      Total Depth: 54-feet      Depth to Water at Time of Drilling: 9-1/2 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, silty, medium stiff to soft, moist, brown, gray, approximately 12-inches organic (CL)	
	5	C	4/6 3/6		
				Gravel, sandy, clayey, medium dense, moist to wet, gray, brown ▼	
	10				
	15			Sand, clayey, medium dense, wet, brown  * Intermittent Gravel lenses	
	20				
	25				
				continued next page	

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A12

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CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING



# CONTINUED LOG OF TEST BORING

Date Drilled: 5/12/2006      Field Engineer: DRL      Boring Number: 11 cont.  
 Location: See test boring location diagram      Elevation:  
 Diameter: 4 inches      Total Depth: 54-feet      Depth to Water at Time of Drilling: 9-1/2 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	25			continued from previous page	
				Sand, clayey, medium dense, wet, brown	
				* Intermittent Gravel lenses	
	30				
	35				
	40				
	45				
	50				
				continued next page	

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A13

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## CONTINUED LOG OF TEST BORING

**Date Drilled:** 5/12/2006      **Field Engineer:** DRL      **Boring Number:** 11 cont.  
**Location:** See test boring location diagram      **Elevation:**  
**Diameter:** 4 inches      **Total Depth:** 54-feet      **Depth to Water at Time of Drilling:** 9-1/2 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	50			continued from previous page	
				Sand, clayey, medium dense, wet, brown	
				* Intermittent Gravel lenses	
	55			Bottom of Test Boring 11 at 54-feet	
	60				
	65				
	70				
	75				

**Project Name:** Elk Stone Ranch Subdivision

**Project Number:** M06029GE

**Figure:** A14

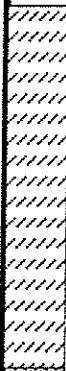
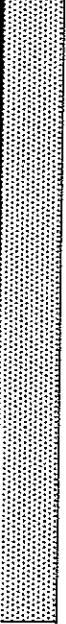
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CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING



# LOG OF TEST BORING

Date Drilled: 5/12/2006 Field Engineer: DRL Boring Number: 12  
 Location: See test boring location diagram Elevation:  
 Diameter: 4 inches Total Depth: 19-feet Depth to Water at Time of Drilling: 18-feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, silty, medium stiff to soft, moist to wet, brown, gray, approximately 6-inches organic (CL)	
	5	C	8/6 9/6		Swell-consolidation Test: MC: 11.4% DD: 95.0 pcf
	10			Gravel, sandy, clayey, medium dense, moist to wet, brown, gray	
	15				
	20			Bottom of Test Boring 12 at 19-feet	
	25				

Project Name: Elk Stone Ranch Subdivision

Project Number: M06029GE

Figure: A15

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CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

## APPENDIX B

The laboratory study consisted of performing:

- . Moisture content and dry density tests,
- . Swell-consolidation tests,
- . California bearing ratio tests,
- . Moisture Content-dry density relationship tests, and
- . Chemical tests.

It should be noted that samples obtained using a drive type sleeve sampler may experience some disturbance during the sampling operations. The test results obtained using these samples are used only as indicators of the in situ soil characteristics.

### TESTING

#### Moisture Content and Dry Density

Moisture content and dry density were determined for each sample tested of the samples obtained. The moisture content was determined according to ASTM Test Method D2216 by obtaining the moisture sample from the drive sleeve. The dry density of the sample was determined by using the wet weight of the entire sample tested. The results of the moisture and dry density determinations are presented on the logs of test borings, Figures A2 through A15.

#### Swell Tests

Loaded swell tests were performed on drive samples obtained during the field study. These tests are performed in general accordance with ASTM Test Method D2435 to the extent that the same equipment and sample dimensions used for consolidation testing are used for the determination of expansion. A sample is subjected to static surcharge, water is introduced to produce saturation, and volume change is measured as in ASTM Test Method D2435. Results are reported as percent change in sample height.



### Consolidation Tests

One dimensional consolidation properties of drive samples were evaluated according to the provisions of ASTM Test Method D2435. Water was added in all cases during the test. Exclusive of special readings during consolidation rate tests, readings during an increment of load were taken regularly until the change in sample height was less than 0.001 inch over a two hour period. The results of the swell-consolidation load test are summarized on Figures B1 through B4, swell-consolidation tests.

It should be noted that the graphic presentation of consolidation data is a presentation of volume change with change in axial load. As a result, both expansion and consolidation can be illustrated.

### California Bearing Ratio Tests

California bearing ratio tests were conducted on select soil samples obtained during our field study. The California bearing ratio tests were conducted in accordance with ASTM Test Method D1883. The results of the California bearing ratio tests are presented on Figure B5.

### Moisture Content-Dry Density Relationship Tests

Moisture content-dry density relationship tests were conducted on select soils subgrade samples obtained during our field study. The moisture-density relationship tests were conducted in accordance with ASTM Test Method D698. The results of the moisture-density relationship tests are presented on Figure B6.

### Chemical Tests

Chemical tests for water soluble sulfates and pH were performed on select samples obtained during the field study. The results of the chemical tests are not complete and will be presented when available.

PRESSURE (POUNDS PER SQUARE FOOT)

10 100 1000 10,000

Swell Under Constant Pressure  
Due To Wetting

Swell  
(%)  
Consolidation

0  
1  
2  
3  
4  
5  
6  
7  
8

\* Water added  
to sample

Boring No. 1 Depth 4-5 feet	SUMMARY OF TEST RESULTS				
	Moisture Content (%)	Dry Density (P.C.F.)	Height (in.)	Diameter (in.)	Swell Pressure (P.S.F.)
Initial	27.3	98.0	1.0	1.94	350 ±
Final					
Soil Description	Clay, silty, gray to tan				

SWELL - CONSOLIDATION TEST

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Project No.: M06029GE

Date: 6/1/06

Figure: B1



PRESSURE (POUNDS PER SQUARE FOOT)

10

100

1000

10,000

Swell Under Constant Pressure  
Due To Wetting

0

1

2

3

4

5

6

7

8

9

Swell  
(%)  
Consolidation

\* Water added  
to sample

Boring No. 3 Depth 9-10 feet	SUMMARY OF TEST RESULTS				
	Moisture Content (%)	Dry Density (P.C.F.)	Height (in.)	Diameter (in.)	Swell Pressure (P.S.F.)
Initial	25.8	98.0	1.0	1.94	200 ±
Final					
Soil Description	Clay, silty, brown to gray				

SWELL - CONSOLIDATION TEST

Project No.: M06029GE

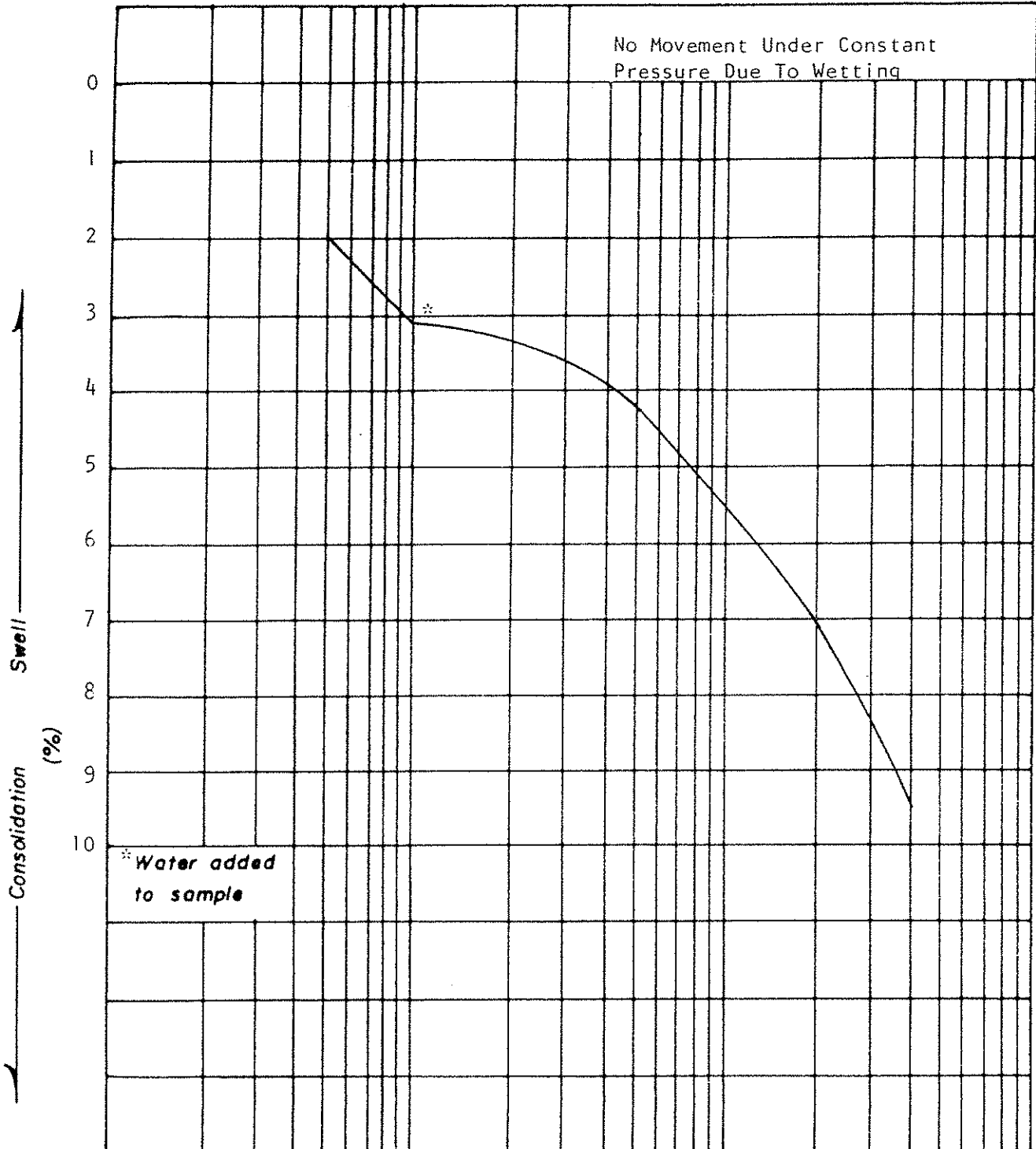
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Date: 6/1/06

Figure: B2

PRESSURE (POUNDS PER SQUARE FOOT)

10 100 1000 10,000



\* Water added to sample

SUMMARY OF TEST RESULTS					
Boring No. 9	Moisture Content (%)	Dry Density (P.C.F.)	Height (in.)	Diameter (in.)	Swell Pressure (P.S.F.)
Depth 4-5 feet	24.3	103.0	1.0	1.94	150 ±
Initial					
Final					
Soil Description	Clay, silty, brown, gray				

SWELL - CONSOLIDATION TEST

Project No.: M06029GE

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Date: 6/1/06

Figure: B3



PRESSURE (POUNDS PER SQUARE FOOT)

10

100

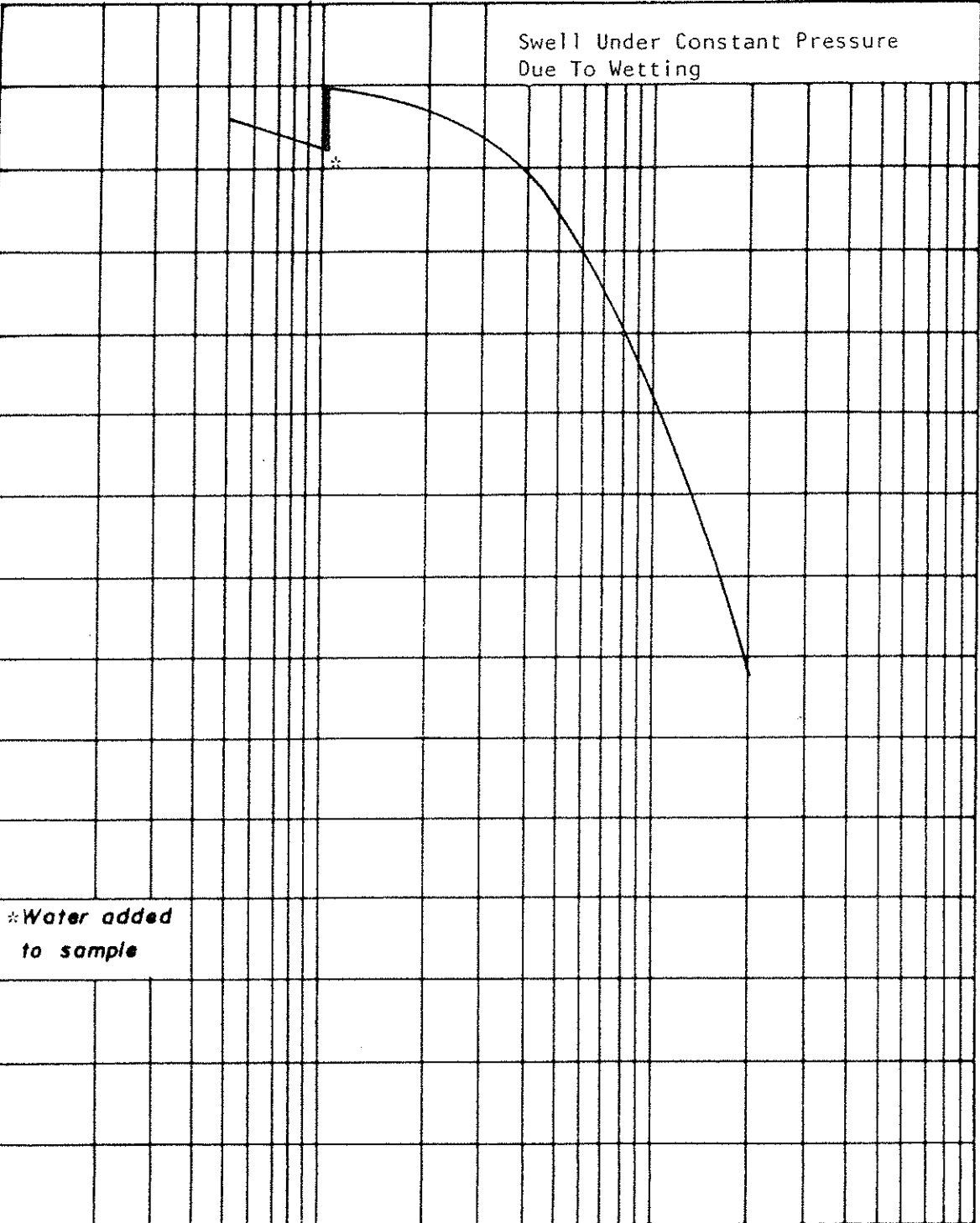
1000

10,000

Swell  
(%)  
Consolidation

Swell Under Constant Pressure  
Due To Wetting

0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11



\*Water added  
to sample

SUMMARY OF TEST RESULTS					
Boring No. 12	Moisture Content (%)	Dry Density (P.C.F.)	Height (in.)	Diameter (in.)	Swell Pressure (P.S.F.)
Depth 4-5 feet	11.4	95.0	1.0	1.94	350 ±
Initial					
Final					
Soil Description	Clay, silty, brown, gray				

SWELL - CONSOLIDATION TEST

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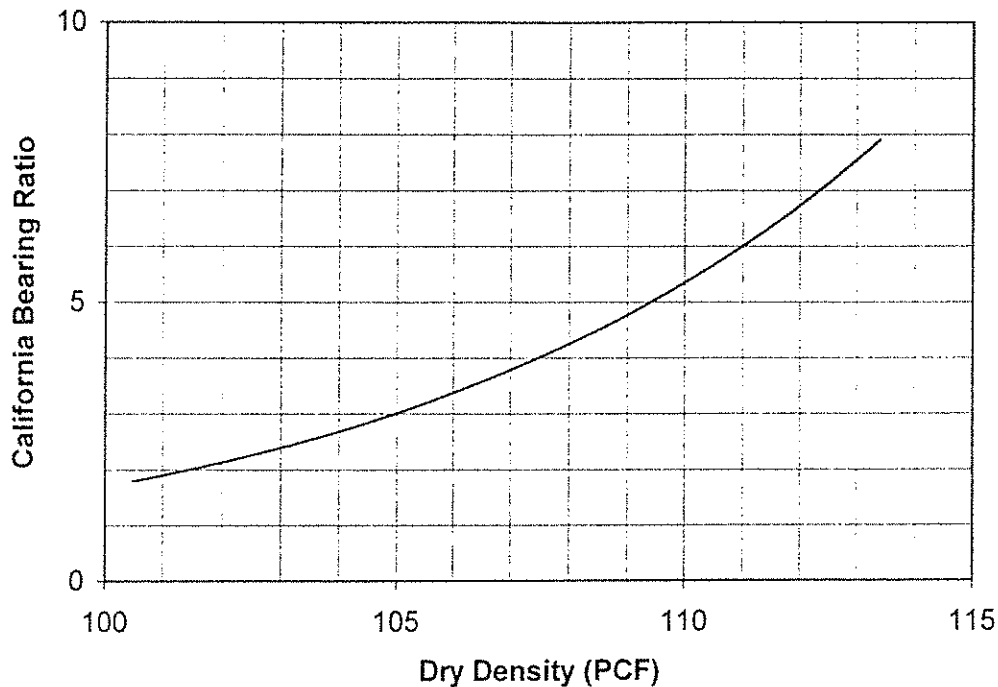
Project No.: M06029GE

Date: 6/1/06

Figure: B4

CALIFORNIA BEARING RATIO TEST RESULTS  
ASTM D1883

Project Name : Elk Stone Ranch Subdivision Date: 6/1/06  
 Project Number : M06029GE Lab Number : 0317  
 Proctor Method Used : D1557 Sample Location : TB 8 @ 0' - 5'  
 Sample Description : Clay, silty, brown Surcharge Weight : 15



TEST DATA

PRE-SOAK

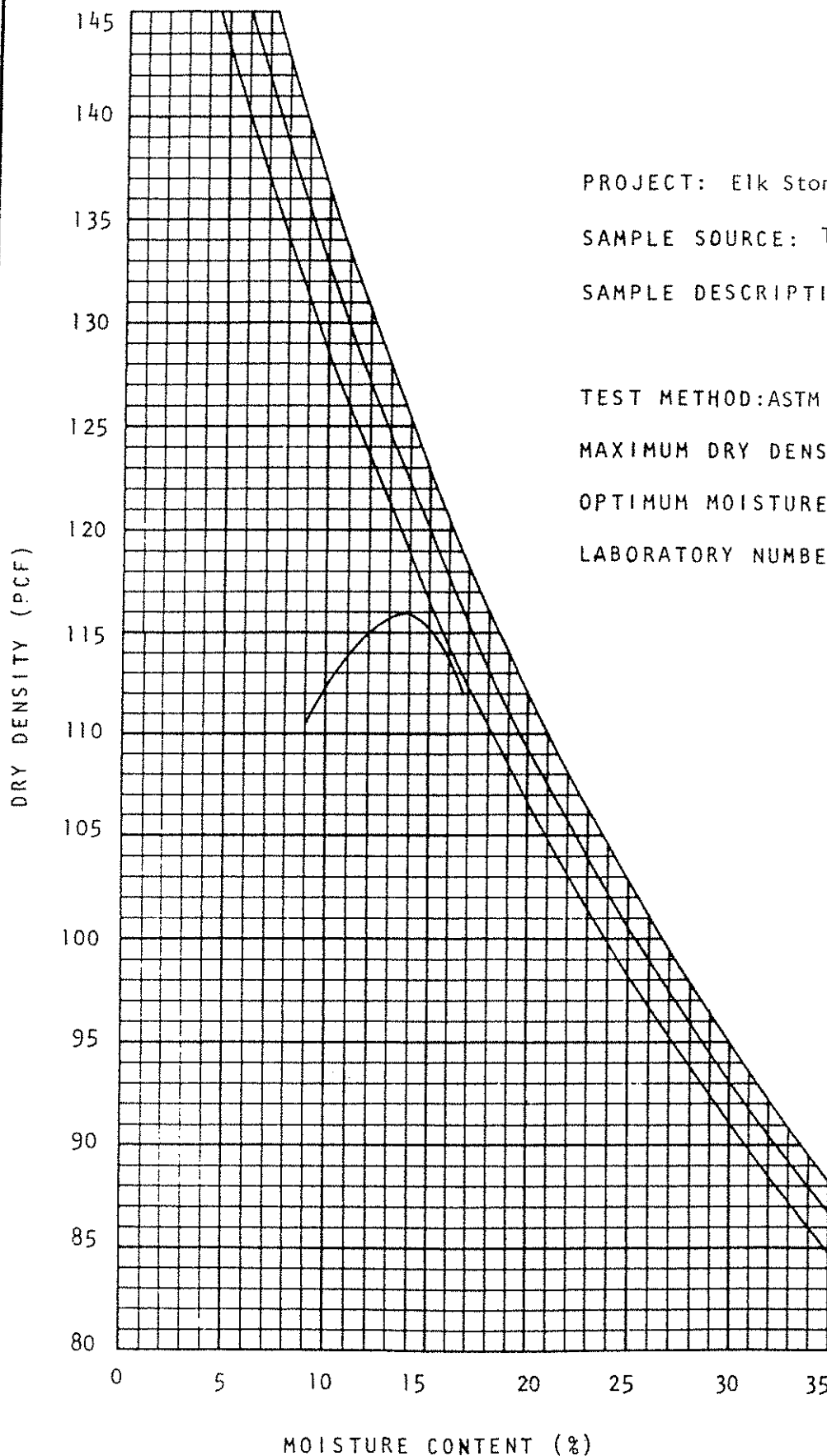
AFTER 96 HOUR SOAK

Dry Density (pcf)	Moisture Content (%)	Dry Density (pcf)	Moisture Content Top One (1) Inch (%)	Swell (%)	CBR (%)
100.5	13.5	98.2	25.0	2.4	1.9
108.0	13.5	105.3	23.8	2.6	3.8
113.4	13.5	111.0	21.9	2.2	8.5

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Project No. : M06029GE  
 Date : 6/1/2006  
 Figure : B5





PROJECT: Elk Stone Ranch Subdivision

SAMPLE SOURCE: TB8 @ 0 to 5 feet

SAMPLE DESCRIPTION: Clay, silty, brown

TEST METHOD: ASTM D1557C

MAXIMUM DRY DENSITY: 116.0 pcf

OPTIMUM MOISTURE CONTENT: 14.0%

LABORATORY NUMBER: 0461

2.8  
2.7 Zero Air Voids for  
2.6 Specific Gravity

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Project No.: M06029GE

Date: 6/1/06

Figure: B6

APPENDIX C  
GEOLOGY DISCUSSION  
SOUTHWEST COLORADO GEOLOGY

Southwest Colorado exhibits many geologic features formed by a multitude of geologic processes. Regional inundation, uplift, volcanism and glaciation are responsible for some of the complex geology of the region. Many theories and speculations concerning the mode of occurrence of the regions's geology have been presented over the years. This cursory discussion of the geology of southwest Colorado presents some theories accepted by the geologic community, but is only intended to introduce the basic concepts and restraints that arise due to geologic activity.

Prior to the formation of the Rocky Mountains southwest Colorado was a primarily a flat lying region with little topographic expression. The North American continent was experiencing many episodes of deposition. The Transcontinental Sea was transgressing and regressing across the continent, these transgressions and regressions are the cause for such diverse rock types. The stratigraphic column in southwestern Colorado expresses rock types from variable depositional environments. Limestones are formed in deeper water, sandstones are formed in beach and tidal flat environments, while arkosic sandstone and conglomerates are formed in alluvial plains and fans. Particle size and mineralogic content in rock units are related to the depositional environment. A sandstone or conglomerate would not be likely to form in a deep sea environment because there would not be enough energy to carry such large particles a great distance from the source lands. As one observes the stratigraphic column of southwest Colorado a siltstone may be overlain by a sandstone which is in turn overlain by a siltstone. This represents a regressional then transgressional sequence. Many such sequences or combinations of other rock units are exhibited throughout southwest Colorado.

The final regression of the sea may have been caused by orogenic activity and uplift. This uplift was not confined to Colorado, it was a regional uplift that occurred in many stages. The uplift is what caused the formation of the ancestral rockies. The Larimide Orogenic episode is responsible for the formation of the San Juan dome. (Note: The San Juan dome theory is not accepted by the entire geologic community. It is used here for descriptive purposes). The San Juan dome was essentially an upwarp of the stratigraphy formed by sedimentation during the Transcontinental Sea. An actual dome probably never existed due to erosion during the uplift. The idea being that a dome of sediments and rock units



The orientation of bedding planes forms a radial pattern around the San Juan region which seems to vindicate this theory.

The stresses need to "upwarp" this large area were obviously tremendous. Locally occurring stresses may not be sufficient to move this quantity of material, global tectonics, directly or indirectly, may have been involved. Compression of the entire North American plate could have occurred. The magnitude of the stresses and the deep seated origin of these stresses also have caused extensive volcanism. Colorado has many large remnants of Calderas that were active during the orogenic activity. The Silverton and Lake City Calderas are the largest in the San Juan region. Activity in the Silverton Caldera has been estimated (radiometrically) to have occurred 22 million years ago. Calderas of this magnitude are believed to have formed by the collapse of epierogenic magma chambers. Volcanic and metamorphic rock bodies are common in the San Juan region, many of these units are related to the orogenic activity in the region.

Faults associated with local orogenic activity are another common geologic feature found in southwestern Colorado. As stated previously, extreme stresses were probably associated with the formation of the San Juan Mountains and may be responsible for deep-seated volcanic and metamorphic processes. These stresses had to be released, the geologic mode for stress release is faulting. Diastrophic activity in the area today is quite low, the lack of seismic activity indicates that stresses are not currently being released. An explanation for the loss of stresses is through faulting.

The last episode of regional geologic activity in the area was glaciation. The most recent period of glacial activity ended approximately 10,000 years ago. Glacial activity is responsible for much of the topographic expression in the area. "U-Shaped" valleys, moraine deposits, tarns, (glacial formed lakes), and rock glaciers are the most prominent features which are found in southwestern Colorado as a result of glacial activity. The valley configurations are a result of the erosional activity of the glaciers. Moraine deposits developed during the glacial activity. Rock glaciers are moving masses of rock which are thought to have an ice core which may be the last remnant of glacial ice. As the subsurface ice core moves and melts, the overlying mass of rock also moves.

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CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

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DATE: 12/20/06

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249-2342FROM: Lambert and Associates  
P. O. Box 0045  
Montrose, CO 81402  
Phone: 970-249-2154  
Fax: 970-249-3262

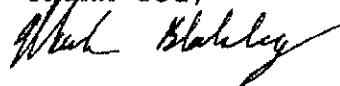
TIME:

SUBJECT: Report figures  
M060290E

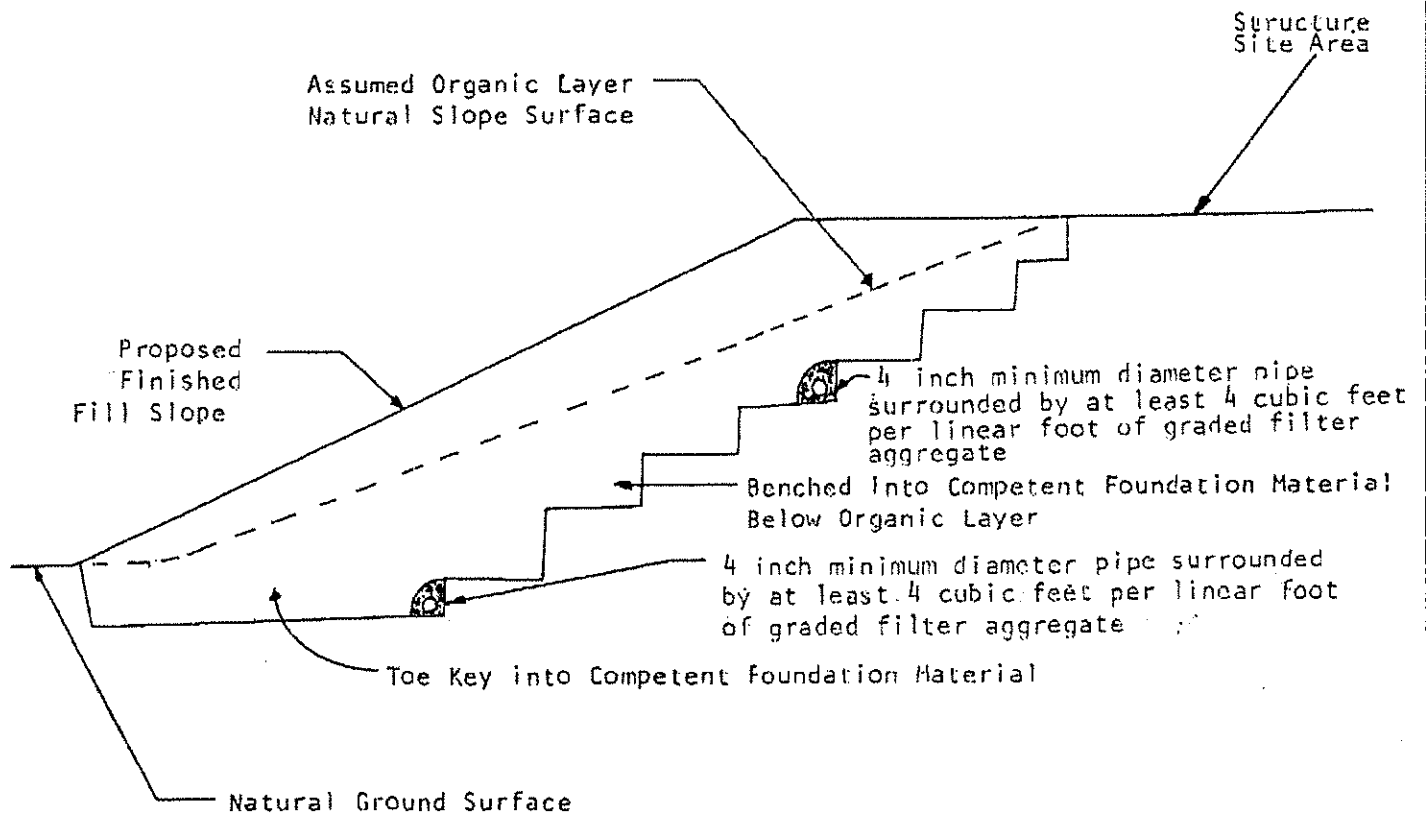
REMARKS:

You will receive 3 pages including this cover letter. Our telecopier number is 970-249-3262. If you do not receive all 3 pages, please call back as soon as possible. Our phone number is 970-249-2154.

Thank You,







NOTE: The purpose of this sketch is to show the key and bench concept

FIGURE 1

TOE KEY, BENCH CONCEPT

**Lambert and Associates**

Project No. M060290E

Date:

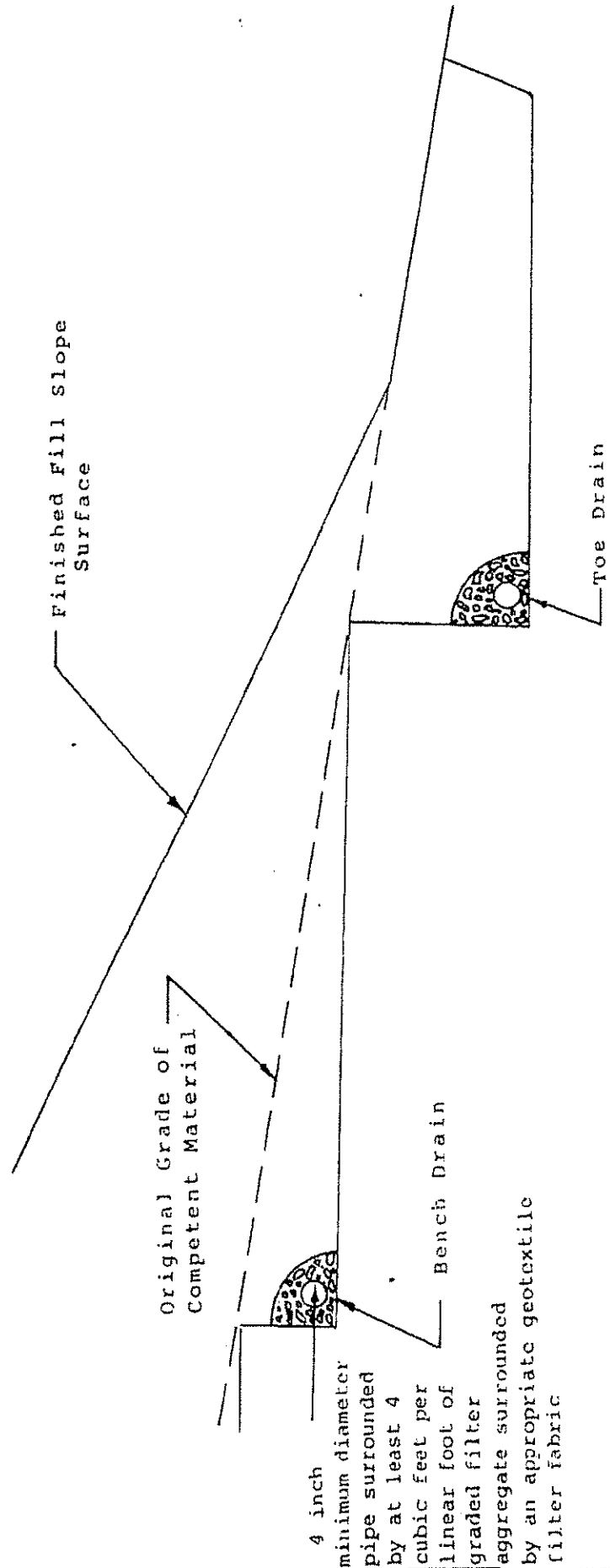


FIGURE 2

TOE AND BENCH DRAIN CONCEPT



16-26-07

## DEPARTMENT OF THE ARMY PERMIT

Permittee: Ridgway River Development  
Mr. Rahn Zaccari  
585 Cobble Drive  
Montrose, Colorado 81401

Permit Number: SPK-2006-75463

Issuing Office: U.S. Army Engineer District, Sacramento  
Corps of Engineers  
1325 "J" Street  
Sacramento, California 95814-2922

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below. A notice of appeal options is enclosed.

Project Description: To develop a subdivision on 9.0 acres along the Uncompahgre River resulting in the fill of approximately 1.3 acres of wetlands. The applicant will restore and develop approximately 1.3 acres of wetlands adjacent to the Uncompahgre River to mitigate for the loss. Additionally, the reach of the Uncompahgre River that flows along the boundary of the subdivision will be stabilized by installation of grade control structures, jetties and rip rap.

All work is to be completed in accordance with the attached plans.

Project Location: Upstream of the Town of Ridgway within Sections 16 and 21, Township 45 North, Range 8 West, Ouray County, Colorado.

## PERMIT CONDITIONS:

## General Conditions:

1. The time limit for completing the work authorized ends on September 28, 2012. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

Department of the Army Permit

Page 2

200675463

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

## Special Conditions:

1. The permittee shall provide notification to the Corps of Engineers at least one week prior to project commencement. Within 30 days of completing the authorized work, the permittee shall submit a written statement to the Corps of Engineers certifying that all of the authorized work, including wetland restoration, enhancement and creation, has been constructed in accordance with the terms and conditions of the permit.
2. The mitigation area which is adjacent to the subdivision will be constructed/developed concurrently with the subdivision project.
3. Quality control is required during project construction. If the permittee selects someone other than Riverbend Engineering to supervise and complete the authorized work, the permittee shall immediately notify the Corps of Engineers for concurrence with the new selection at least two weeks prior to commencing the authorized work.
4. During construction, the permittee shall minimize the release of sediment and turbidity to the water column to the maximum extent practicable and monitor sediment loads and detention areas to ensure that best management practices are functioning properly. In stream work shall not occur during high flow periods.
5. For a minimum period of five years after construction, the permittee shall monitor the effectiveness and success of the project in meeting the objectives of stream stability and wetland mitigation as described in the Mitigation and Maintenance and Monitoring sections and in the Restoration and Mitigation Plan sheets dated 5/2/2007 which were added to the application. Vegetative plantings shall be considered successful when an 80% survival rate is achieved over at least two growing seasons. In stream grade control structures, jetties and bank stabilization riprap, will be inspected annually after spring runoff to ensure they are providing the expected protection to the reach. These findings shall be included in annual reports for success of compensatory on-site wetland mitigation and river stabilization work. Contingencies shall be identified for any problems encountered. Failure to achieve the project objectives after five years of monitoring, will require the permittee to develop and implement a remediation plan, subject to the approval of the Corps of Engineers, within 90 days from the close of the 5-year monitoring period.
6. The permittee shall comply with the Section 401 Water Quality Certification issued on September 7, 2007, by the Colorado Department of Public Health and Environment.
7. The realigned channel in the southern portion of the subdivision will only be placed in a culvert under the road, the remainder of it's path to the Uncompahgre River will be in a newly constructed, meandering rock armored channel.



Department of the Army PermitPage 3200675463**Further Information:**

1. **Congressional Authorities:** You have been authorized to undertake the activity described above pursuant to:
  - ( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - (x) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. **Limits of this authorization.**
  - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal projects.
3. **Limits of Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. **Reliance on Applicant's Data.** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant.

Circumstances that could require a reevaluation include, but are not limited to, the following:

  - a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false,

Department of the Army PermitPage 4200675463

incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.




Department of the Army Permit

Page 5

200675463

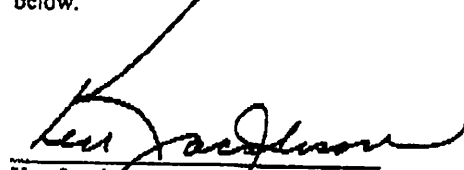
Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
Permittee

10.26.07

Date

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
Ken Jacobson, Chief,  
Colorado/Gunnison Basin  
Regulatory Office  
(For the District Engineer)

10-29-07

Date

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
Transferee

\_\_\_\_\_  
Date

# STATE OF COLORADO

Bill Ritter, Jr., Governor  
James B. Martin, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.  
Denver, Colorado 80246-1530  
Phone (303) 692-2000  
TDD Line (303) 691-7700  
Located in Glendale, Colorado

Laboratory Services Division  
6100 Lowry Blvd.  
Denver, Colorado 80230-6628  
(303) 692-3090

<http://www.cdphe.state.co.us>



Colorado Department  
of Public Health  
and Environment

September 7, 2007

Rahn Zaccari  
Ridgway River Development  
585 Cobble Drive  
Montrose, Colorado 81401

**Re: Section 401 Water Quality Certification**  
**Colorado 401 Certification No.: 4182**  
**US Corps of Engineers 404 Permit No.: 200675463**  
**Description:** River restoration and wetland mitigation project.  
**Location:** Sections 16 and 21, Township 45 North, Range 8 West in Ouray, Colorado.  
**Watercourse:** Uncompahgre River, Gunnison River Basin, Segment COGUUN03a of Uncompahgre River Sub-basin.  
**Designation:** Reviewable

Dear Mr. Zaccari:

The Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division (Division) has completed its review of the subject Clean Water Act (CWA) Section 404 Permit Application, and our preliminary determination with the issuance of the State of Colorado 401 Certification Public Notice (5 CCR 1002-82.5(B)). An antidegradation review has also been completed pursuant to Regulation No. 31, Basic Standards and Methodologies for Surface Water (5 CCR 1002-31). The Division's review concluded that only temporary impacts to water quality should occur as a result of this project.

**This letter shall serve as official notification that the Division is issuing "Regular Certification" in accordance with 5 CCR 1002-82.5(A)(2).**

The 401 Certification issued by the Division pursuant to 5 CCR 1002-82.3(C) shall apply to both the construction and operation of the project for which a federal license or permit is required, and shall apply to the water quality impacts associated with the project. This certification does not constitute a relinquishment of the Division's authority as defined in the Colorado Water Quality Control Act, nor does it fulfill or waive any other local, state, or federal regulations.



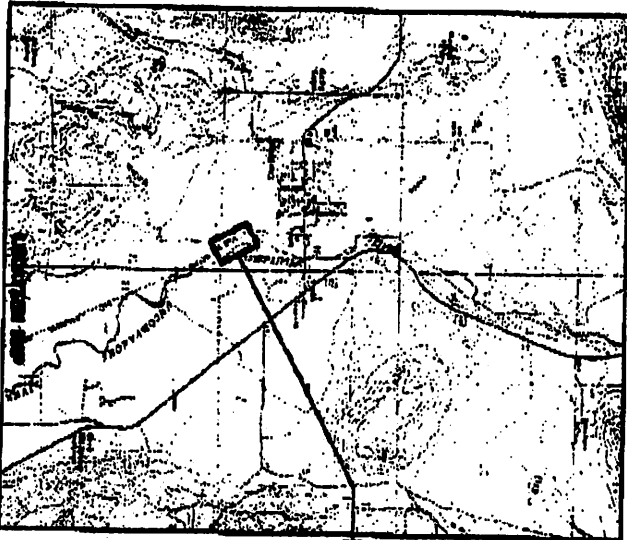
# River Restoration & Wetland Mitigation Project

## Uncompahgre River South of Ridgway, CO

### Ouray County, Colorado

Submitted By:

**Ridgway River Development, LLC**



PROJECT LOCATION

#### Index of Drawings

1. COVER SHEET
2. Restoration & Mitigation Plan
3. River Restoration Details
4. Wetland Mitigation Details
5. Development Boundaries

**Riverbend Engineering, LLC**

200 West 8th St., P.O. Box 8770, Pagosa Springs, CO 81447  
Tel: 970.241.2358 Fax: 970.241.2359 Email: info@riverbendeng.com

River Restoration & Wetland Mitigation

Ridgway River Development, LLC Sheet

COVER SHEET & LOCATION MAP

1

of

5

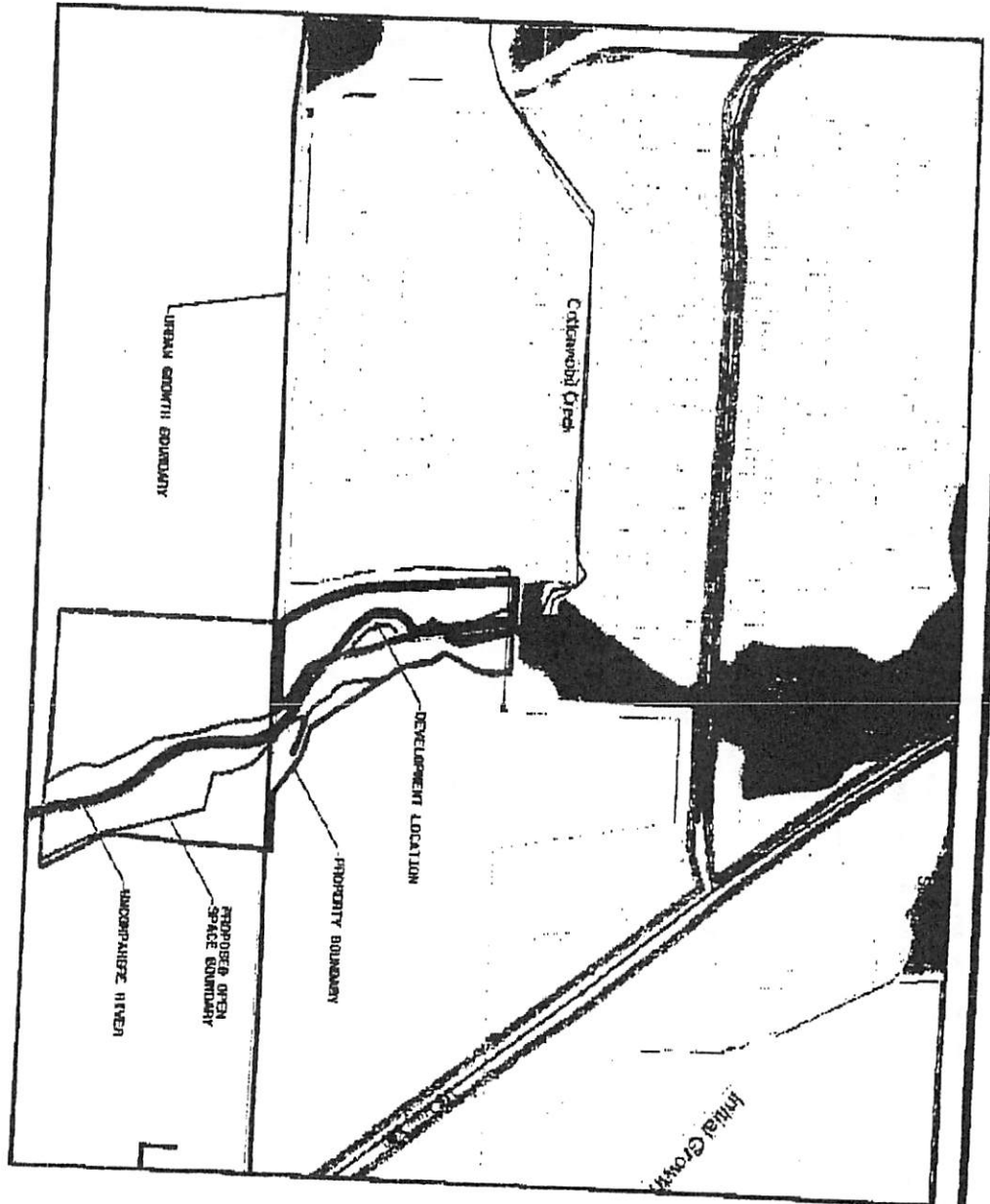
Project NTS

4-3-2007









# **Riverband Engineering, LLC**

202 Third St., P.O. Box 2375, Pagosa Springs, CO 81447  
Tel: 970.264.1100 Fax: 970.264.1100 Email: info@riverband.com

Riverband Engineering, LLC

Riverband Engineering, LLC

Riverband Engineering, LLC

Riverband Engineering, LLC

Riverband Engineering, LLC

Riverband Engineering, LLC

Sheet

5

of

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Scale

4:3-2007


4:3-2007

4:3-2007

4:3-2007



MEMO

TO: Jen Coates, Joanne Fagan  
CC: Town Clerk  
FROM: Greg   
RE: Revision to ACOE permit (Preserve)  
DATE: January 28, 2008

---

FYI, attached is a letter modification to the ACOE Permit re Preserve Subdivision.





DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
COLORADO WEST REGULATORY BRANCH  
GRAND JUNCTION, COLORADO 81501-2563

REPLY TO  
ATTENTION OF

January 24, 2008

Regulatory Branch (SPK-2006-75463)

Mr. Rahn Zaccari  
585 Cobble Drive  
Montrose, Colorado 81401

Dear Mr. Zaccari:

We are responding to your January 21, 2008, request to modify your Department of the Army permit number SPK-2006-75463. The permit was issued on October 31, 2007, for a subdivision development. The site is located on or near the Uncompahgre River within Sections 16 and 21, Township 45 North, Range 8 West, Ouray County, Colorado. The modification request involves Special Condition number 7, development of a meandering channel between County Road 23 and the subdivision road.

Permit number SPK-2006-75463 is hereby modified as follows: Special Condition number 7 is removed due to the requirement for the upper culvert to extend further to accommodate the required bike path and berm. This reduces the length of channel to a distance too short to accommodate meanders. Therefore, the water can be carried in pipe from County Road 23 to below the subdivision road (now called Preserve Drive). No additional wetland impacts should result from this modification.

All other terms and conditions of the permit remain in full force and effect. Failure to comply with the terms and conditions of this authorization may result in the suspension or revocation of your permit.

Please refer to identification number SPK-2006-75463 in any correspondence concerning this project. If you have any questions, please contact Susan Moyer at this office, email [susan.t.moyer@usace.army.mil](mailto:susan.t.moyer@usace.army.mil), or telephone (970) 243-1199 extension 14. You may also use our website: [www.spk.usace.army.mil/regulatory.html](http://www.spk.usace.army.mil/regulatory.html).

Sincerely,

Ken Jacobson  
Chief, Colorado West  
Regulatory Branch

Copy furnished:

Ouray County, Planning Department, Post Office Box 28, Ridgway,  
Colorado 81432  
✓ Mr. Greg Clifton, Town of Ridgway, Post Office Box 10, Ridgway,  
Colorado 81432  
Mr. James Roberts, Del-Mont Consultants, Inc., 124 Colorado  
Avenue, Montrose, Colorado 81401

## GENERAL ROAD AND UTILITY EASEMENT AGREEMENT

THIS DEED OF EASEMENT is made this \_\_\_ day of \_\_\_\_\_, 2018, by and between Ridgway River Development, LLC of the County of Montrose and State of Colorado, herein called "Owner" or "Grantor", and the Town of Ridgway, COLORADO, a municipal corporation of the County of Ouray and State of Colorado, herein called "Town" or "Grantee".

### RECITALS

1. Owner is the fee simple owner of the real property formerly known as the Woodford Addition Annexation recorded at reception number 191631 in the Ouray County Clerk and Recorder, and the Savath Subdivision, a Part of Outlot A east of County Road 23 that comprises approximately 1.51 acres, recorded in the Ouray County Clerk and Recorder at reception number 130165. Additionally, the Grantor is the owner of real property contiguous to and south of the above-described property. Said additional property is hereinafter referred to as the "Property".
2. The Town is a municipal corporation of the County of Ouray and State of Colorado.
3. The Town has granted final approval of The Final Plat of the Preserve P.U.D. for the Property, as filed of record at Reception No. \_\_\_\_\_ in the records of the Ouray County Clerk and Recorder. As part of such approval, the Town required dedication to the Town of two public roads within The Preserve P.U.D. A portion of the southernmost road, Preserve Drive, extends south, outside of The Preserve P.U.D. over and across the Property into Ouray County where said road connects with County Road #23. This instrument is intended to establish an easement over and across the Property for general road and utility purposes, in the nature of a public-right-of-way. Owner has completed the construction of the road in accordance with any required requirements and approvals from Ouray County.
4. This Deed of Easement sets forth the terms upon which Grantor grants to Grantee an easement to utilize a portion of the Property to install, operate and maintain a general road and utility easement, all as set forth below.

### AGREEMENT

Therefore, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid by the Town, the receipt whereof is hereby confessed and acknowledged it is hereby agreed:



1. Recitals Incorporated. The above Recitals are incorporated into this Agreement.
2. Conveyance of General Road and Utility Easement: Owner hereby grants, bargains, sells, conveys and confirms unto the Town, its successors and assigns, forever, a perpetual, non-exclusive, general road and sub-surface utility easement in, over, across, through and under the following described property situate in the County of Ouray and State of Colorado, as specifically described below:

LEGAL DESCRIPTION TO BE PROVIDED BY DEL MONT

(The "General Road and Utility Easement Area"). The location of such General Utility Easement Area easement is depicted on Exhibit A of this Agreement.

The Easement includes the right of entry, ingress and egress to and from said Property for the purpose of access and laying, constructing, maintaining, operating, repairing, altering, replacing and removing a road and Town and public utilities, including water, sewer, drainage, power, gas, telecommunications, and cable television.

3. Warranty. The Owner covenants that it is the owner of the above described Property and hereby warrants and agrees to defend the title to the above described Property. Owner shall have the use of such easement except for any use which does not conflict with purposes for which this easement is granted; provided, however, Owner shall not build or construct, nor permit to be built or constructed any building or other improvement, over or across said easement, other than sub-surface utilities.
4. Maintenance and Repair. The Town agrees to maintain the paved road in good condition and repair and to bury all pipelines so that they will not interfere with the cultivation of the land, and also to repair or pay for any damage to fences, improvements, and growing crops which may arise from its operations, unless the damage is to improvements which were installed on said easement subsequent to the execution hereof.
5. Easement Runs With Land. This General Road and Utility Easement and the burdens and benefits herein contained shall run with the land, burdening, binding and benefitting the respective properties.
6. Recordation. This Agreement shall be recorded in the Clerk and Records Office of Ouray County, Colorado.
7. Notice. If a party to this Agreement wishes to contact or notify another party to this Agreement concerning the subject matter herein, such party shall deliver written notice, via U.S. Mail, certified, return receipt requested, to the address then on file with the Ouray County, Colorado Assessors Office as the record owner of the subject property.
8. Further Performance. The parties agree to execute any and all additional documents necessary to accomplish the purposes of this Agreement.
9. Entire Agreement. Waiver. This Agreement represents the entire, final and complete agreement of the parties concerning the subject matter herein, and supersedes and

replaces all written and oral agreements previously made or existing. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by all parties. No waiver by any party of any breach of, or of compliance with, any condition or provision of this Agreement by any other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

10. Governing Law; Venue and Attorneys Fees. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Colorado. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, venue shall be in Ouray County, Colorado.

11. Severability. If any provision or provisions of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Deed of Easement has been executed and signed as of the day and year first above written.

Ridgway River Development, LLC

By: \_\_\_\_\_

Ty Jennings, Manager

STATE OF COLORADO }

} ss.

COUNTY OF OURAY }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Ty Jennings, Manager of Ridgway River Development, LLC.

\_\_\_\_\_

Notary Public

Ex. A General Road and Utility Easement Area

DRAFT



# THE PRESERVE P.U.D.

LOCATED IN THE SW ¼ SECTION 16 TOWNSHIP 45 NORTH,  
RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN  
TOWN OF RIDGWAY, OURAY COUNTY, STATE OF COLORADO  
PRELIMINARY PLAT

## LEGEND:

- = FD. REBAR & CAP (L.S. AS NOTED)
- △ = FD. 30" REBAR WITH 2" DIA CAP, LS 7160
- = FD. BRASS CAP SET IN CONCRETE FOR CORNER 8 OF THE TOWN OF RIDGWAY
- = SET 5/8"x18" REBAR W/ 1 1/2" CAP

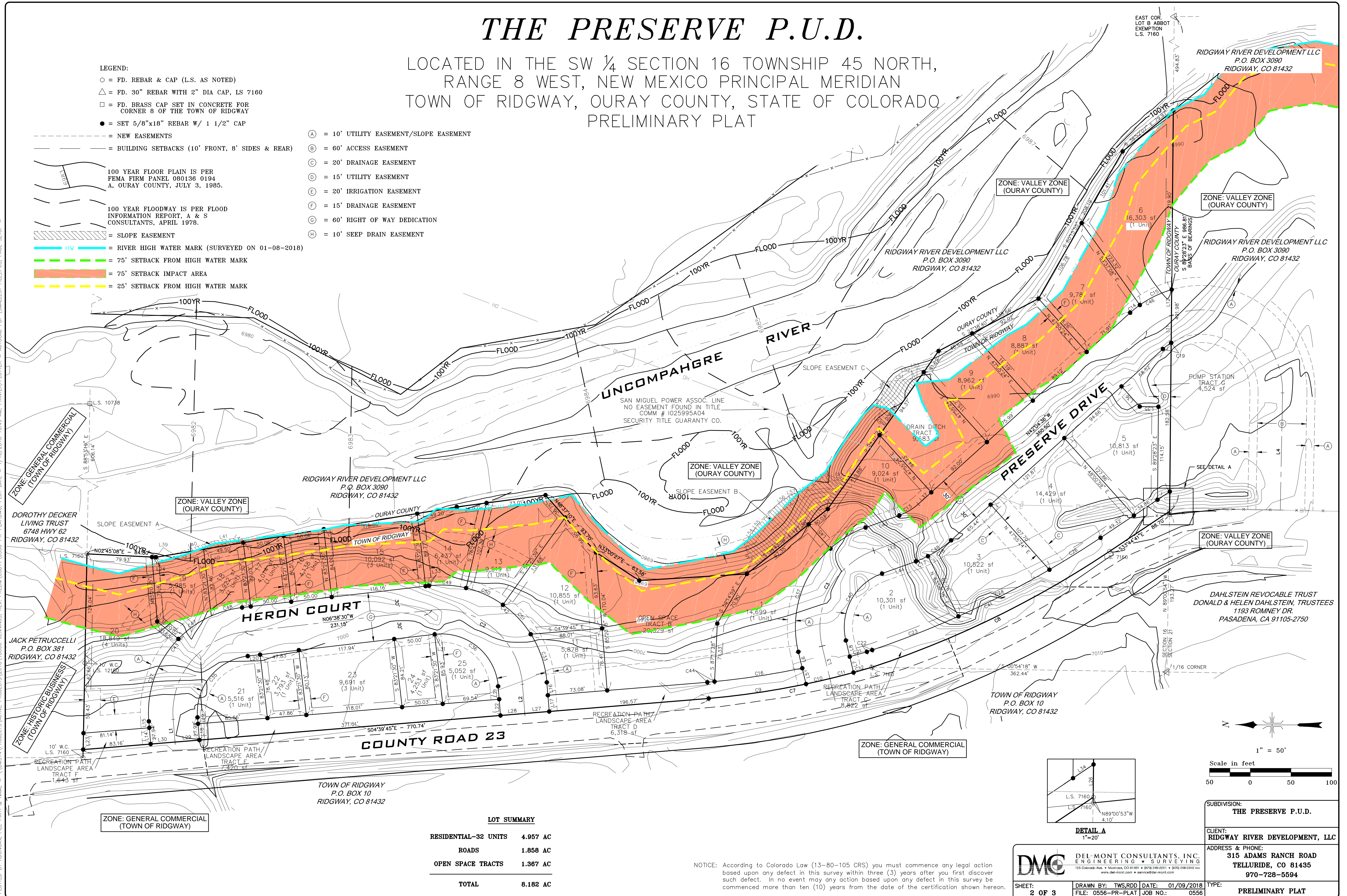
- = NEW EASEMENTS
- = BUILDING SETBACKS (10' FRONT, 8' SIDES & REAR)

100 YEAR FLOOR PLAIN IS PER  
FEMA FIRM PANEL 080136 0194  
A, OURAY COUNTY, JULY 3, 1985.

100 YEAR FLOODWAY IS PER FLOOD  
INFORMATION REPORT, A & S  
CONSULTANTS, APRIL 1978.

- = SLOPE EASEMENT
- = RIVER HIGH WATER MARK (SURVEYED ON 01-08-2018)
- = 75' SETBACK FROM HIGH WATER MARK
- = 75' SETBACK IMPACT AREA
- = 25' SETBACK FROM HIGH WATER MARK

- (A) = 10' UTILITY EASEMENT/SLOPE EASEMENT
- (B) = 60' ACCESS EASEMENT
- (C) = 20' DRAINAGE EASEMENT
- (D) = 15' UTILITY EASEMENT
- (E) = 20' IRRIGATION EASEMENT
- (F) = 15' DRAINAGE EASEMENT
- (G) = 60' RIGHT OF WAY DEDICATION
- (H) = 10' SEEP DRAIN EASEMENT





PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
JANUARY 30, 2018

CALL TO ORDER

The Chairperson called the meeting to order at 5:35 p.m. with Commissioners Emilson, Falk, Liske, Nelson, Mayor Clark and Chairperson Canright in attendance.

Councilor Hunter entered the meeting at 6:17 p.m.

JOINT WORKSHOP

1. Overview of planning process for the 2018 Master Plan

Memo dated 1-30-18 from the Town Manager, Planner and Community Initiatives Facilitator regarding the upcoming master planning process.

The Planning Commission met with Town Councilors Rob Austin, Vicki Hawes and Nick Williams to discuss the upcoming Master Plan update. The Town's current Master Plan contains many separate plan element documents regarding transportation, land use, etc. The Master Plan serves as the Town's vision and guide for physical growth, development and land preservation.

The Town Planner presented the background of the document, budget, timeline, and scope of work. Diedra Silbert, Community Initiatives Facilitator outlined next steps, resources and specific roles for Councilors, Commissioners, consultants, staff and the public. She asked who on Council and/or Commission would commit to be involved in the selection of a consultant for the Master Plan project. Mayor Clark, Chairperson Canright, and Commissioner Nelson agreed to represent Town Council and the Planning Commission during the review of proposals and recommendation of a consultant to Town Council.

Councilor Williams left the meeting at 7:45 p.m.

2. Application for Preliminary Plat for Lena Street Commons; Location: East of Blocks 31 and 32, north of Hartwell Park/Charles Street, east of Lena Street, South of Otto Street, and west of the Library District property and Town of Ridgway property at North Railroad Street; Address: 316 North Lena Street; Zone: General Commercial (GC) and Historic Business (HB); Applicant: Tate Rogers; Owner: Arthur Travis Spitzer Revocable Trust.

Memorandum dated January 26, 2018, requesting continuance from attorney Thomas Kennedy, representing the Applicant.

Town Planner Shay Coburn presented the letter from Thomas Kennedy requesting a continuation for Lena Street Commons Preliminary Plat hearing. She explained a development agreement is being drafted for discussion with the Town Council and anticipates that it will be formalized for presentation to the Commission along with the Preliminary Plat at the regular meeting in March. Development agreements must be negotiated and approved by

the Town Council; therefore, the Planning Commission hearing to approve the preliminary plat must be deferred until the development agreement is finished.

**ACTION:**

Commissioner Liske moved to approve the request to continue the hearing for the Preliminary Plat for Lena Street Commons; address: 316 North Lena Street to the March 27, 2018 regular Planning Commission meeting. Councilor Hunter seconded the motion and it carried unanimously.

**OTHER BUSINESS**

**3. New Member Recruitment-Ridgway Area Joint Planning Board**

Planner Coburn explained the Joint Planning Board is a requirement of the 2002 Intergovernmental Agreement with Ouray County. The Board is comprised of the 5 members from the Ouray County Planning Commission, and 3 members of the Ridgway Town Planning Commission or their appointees, as confirmed by Town Council and then the Board of County Commissioners. The three year term for one Ridgway seat has expired, and needs to be filled with a new representative from Ridgway. The Commission agreed the decision for the member appointment should be deferred to the next regular meeting.

**APPROVAL OF THE MINUTES**

**4. Approval of the Minutes from the meeting of January 2, 2018**

**ACTION:**

Councilor Hunter moved to approve the Minutes from the meeting of January 2, 2018. Mayor Clark seconded the motion and it carried unanimously.

**ADJORNMENT**

The meeting was adjourned at 7:05 p.m.

Respectfully submitted,

Karen Christian  
Deputy Clerk