RIDGWAY PLANNING COMMISSION AGENDA

Tuesday, April 27, 2021 Regular Meeting; 5:30 pm

ONLINE via Zoom

To join the meeting go to:

https://us02web.zoom.us/j/89929495973?pwd=aWo4SmtaRGtla1UrcGlnZytJWlpvZz09

Meeting ID: 899 2949 5973 Passcode: 941051

To call in dial: 408.638.0968 or 253.215.8782 or 669.900.6833

Written comments can be submitted before the meeting to <u>kchristian@town.ridgway.co.us</u> or delivered to Town Hall Attn: Planning Commission

ROLL CALL: Chairperson: Doug Canright, Commissioners: Russ Meyer, John Clark, Thomas Emilson, Bill Liske, Michelle Montague and Jennifer Nelson

GENERAL BUSINESS:

1. Welcome Michelle Montague to Planning Commission

PUBLIC HEARINGS:

- Application: Variance for Fence Height; Location: Crabb-Mitchell Amended Subdivision, Lot
 2; Address: 311 Sherman Street; Zone: General Commercial (GC); Applicant: Adam Johnson;
 Owners: Adam and Cristin Johnson
- Application: Temporary Use Permit; Location: Block 22, Lots 16-20; Address: TBD Clinton Street; Zone: Historic Residential (HR); Applicant: Stryker & Company, Inc. Property Owner: Ridgway Runners
- 4. **Application:** Final Plat; **Location:** Parkside Subdivision, Lot 14; **Address:** TBD N. Laura Street; **Zone:** Residential (R); **Applicant:** Josh and Terese Seal; **Owner:** Joshua C. Seal
- 5. **Application:** Variance for Lot Width; Parkside Subdivision, Lot 14; **Address:** TBD N. Laura Street; **Zone:** Residential (R); **Applicant:** Josh and Terese Seal; **Owner:** Joshua C. Seal
- Application: Preliminary Plat for Riverfront Village Planned Unit Development; Location: Triangle Subdivision, Lot 1; Address: TBD Highway 550; Zone: General Commercial (GC); Applicant: John Simone, Alpine Homes Ridgway, LLC; Owner: Alpine Homes Ridgway, LLC

APPROVAL OF MINUTES:

7. Minutes from the meeting of February 23, 2021

ADJOURN

AGENDA ITEM #1



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

April 19, 2021

Town of Ridgway Attention: Ridgway Town Council & Preston Neill 201 N. Railroad Street Ridgway, CO 81432

RE: Ridgway Planning Commission Appointment

Members of Council and Preston:

Last month, Larry Falk announced his resignation from the Planning Commission. The Town has received two letters of interest in response to the issued *Notice of Vacancy on the Town of Ridgway Planning Commission*. Section 7-1-1 of the Ridgway Municipal Code states, "...Any vacancy [on Planning Commission] shall be filled by the Mayor for remaining term." In addition, the Planning Commission Bylaws state, "In the event of a resignation or removal of a Commissioner by the Mayor, the Mayor shall appoint a replacement to serve for the remaining term of the member leaving the Commission."

I am formally appointing Ridgway resident Michelle Montague to fill the open seat on the Planning Commission, effective immediately. She will serve the remainder of Larry Falk's term, which expires on November 1, 2023.

Thank you for your time and attention to this matter.

Sincerely,

He A ChL

John I. Clark Mayor Town of Ridgway

AGENDA ITEM #2



То:	Town of Ridgway Planning Commission
Cc:	Preston Neill, Ridgway Town Manager
From:	TJ Dlubac, AICP, Community Planning Strategies, Contracted Town Planner
Date:	April 23, 2021
Subject:	Fence Variance Request for 311 Sherman St for April 27 th PC Meeting

APPLICATION INFORMATION

Request:	Two-foot variance request to allow an eight-foot fence.
Legal:	Lot 2, Crabb-Mitchell Amended Subdivision, FKA Lot 2, Amended Mitchell Subdivision
Address:	311 Sherman St
General Location:	North of and adjacent to Sherman Street; west of and adjacent to State Highway 550; and east of and adjacent to N. Lena Street
Parcel #:	430516242002
Zone District:	GC General Commercial District
Current Use:	Single-family Residential
Applicant:	Adam Johnson
Owner:	Adam Johnson

PROJECT REVIEW

BACKGROUND

The subject property is located at 311 Sherman Street, which is Lot 2 of the Crabb-Mitchell Amended Subdivision. The property is zoned General Commercial and is accessible via a narrow driveway from Colorado Highway 62 / Sherman Street. The lot sits behind several office / commercial buildings that front Sherman Street. The Ridgway Railroad Museum borders this property to the north and has an existing railroad track that is used to carry passengers around the museum property. This has been developed close to the applicant's north property line. A map showing the location of this property, along with the railroad museum can be seen in Figure 1.



Figure 1. Property location

Town of Ridgway Fence Variance for 311 Sherman St April 23, 2021 Page 2 of 4

REQUEST

RMC 6-4-1(A)(1) allows for a maximum fence height of six feet. The applicant is requesting a twofoot variance to allow an eight-foot-tall privacy fence on all property lines.

The applicant has submitted a hearing application, fee, letter of request, and a site plan for the public hearing to the town. The property and hearing have been noticed and posted by the Town in accordance with RMC 7-3-23(D).

CODE REQUIREMENTS

RMC §6-4-1 Fence, Hedge and Wall Restrictions

(A)(1) No fence, rail or freestanding wall shall exceed six (6) feet in height within the Town, except for those located within the I-1 and I-2 Light Industrial Districts which may not exceed eight (8) feet in height.

RMC §6-4-4 VARIANCES

(A) A variance to the provisions of Section 6-4 may be granted by the Board of Adjustment...

RMC §7-3-21 VARIANCES AND APPEALS

- (A) The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-23, provided that the criteria of this Subsection will be met. No variance shall be granted from the provisions governing "Uses By Right", and "Conditional Uses" within any zoning district. Variances shall be granted only if all the following criteria are met:
 - (1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the zoning ordinance, and
 - (2) The spirit of the ordinance will be observed, the public health, safety and welfare secured, and substantial justice done by granting the variance.

ANALYSIS

HEIGHT

As shown in the code requirements above, any fence (*except for fences on properties that are zoned I-1 and I-2*) cannot exceed six feet in height. This variance request is to allow an eight-foot privacy fence along the northside property line. This variance may be granted by the Planning Commission if the two criteria listed in 7-3-21 of the code are met.

The applicant explains that there is a practical difficulty due to the development of the outdoor Ridgway Railroad Museum railroad loop, which runs closely along the northside of the applicant's property. The railroad track, when measured at its most southern part, sits approximately 30 feet from the applicants northside property line. A depiction of this can be seen in Figure 2 below.

The current fence will be replaced with an eight-foot-tall privacy fence along the northside of the property. It would block views to the private residential property from visitors traveling on the museum's outdoor half-mile rail loop. Figure 2, below, shows the location of the proposed eight-foot-tall fence that the applicant requests with this variance.



Town of Ridgway Fence Variance for 311 Sherman St April 23, 2021 Page 3 of 4

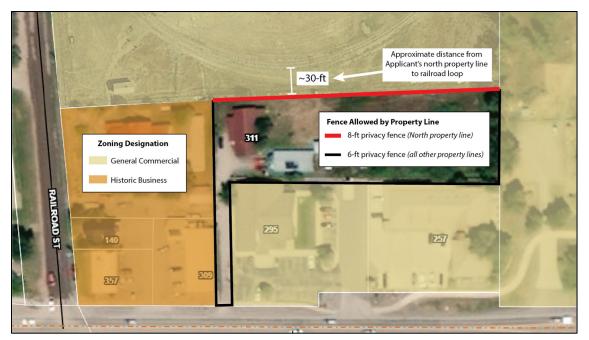


Figure 2. Property lines with proposed fence heights and surrounding zoning

The spirit of the ordinance will be observed because the proposed fence will create privacy for the property and the fence will not negatively impact any other residential or commercial properties. By installing an eight-foot privacy fence along the northside of the applicant's property, it will help to ensure safety and security to both the residents and the train passengers.

MATERIAL

Fencing materials shall be consistent with RMC 6-4-1. The applicant states that 2x6 boards have been added to the existing six-foot game fence on the north property line to create more privacy. The application implies that the proposed material to build an eight-foot-high fence would also be made of similar materials.

PROPERTY LINES

The applicant is requesting a two-foot variance to build an eight-foot privacy fence along the north property line to block views into the applicant's property from railroad passengers. The application seems to imply that this request should also allow a two-foot variance to build an eight-foot-tall fence on all other property lines of this parcel, sometime in the future.

STAFF RECOMMENDATION

Given that the two criteria for a variance appear to have been met, staff recommends approval for a two-foot variance request to allow for an eight-foot privacy fence along the north property line for 311 Sherman Street, for owner and applicant Adam Johnson, as presented in this staff report with the following conditions:

- Applicant shall follow provisions of RMC 6-1-3(A)(8) and (B)(3), which requires applicant to obtain a building permit to build the fence.
- 2) An eight-foot drainage easement runs along the north property line. Construction of the privacy fence along the northside of the property line should be designed and constructed in a way to allow water to drain freely.



Town of Ridgway Fence Variance for 311 Sherman St April 23, 2021 Page 4 of 4

3) A 10' waterline easement runs along the west property line. Construction of the privacy fence along the northside of the property line shall not impact existing utilities.

ATTACHMENTS

A. Application and Support Materials





Planning Commission Hearing Request

Official Use Only Receipt # <u>107</u> Date Received: <u>3-24-202</u> Initials:

General Information

Applicant Name Adam Johnson Application Date 3/24/21 Mailing Address PO Box 413 Phone Number 970-729-1214 Owner Name Adam Johnson Email adam.cristin.johnson @ gmad.com Email See above Phone Number Same, above Address of Property for Hearing, 311 Sherman St **Zoning District** 61 **Brief Description of Requested Action**

I request a varience to 6-4.1 Fence, Hedge, and wall restrictions. I would like to place 150' of 8' fence along my North boundary between my house and the new railroad track.

Action Requested and Required Fee Payable to the Town of Ridgway

Temporary Use Permit per 7-3-13(C)	\$150.00	Subdivisions per 7-4 unless noted	
Conditional Use per 7-3-14	\$250.00	Sketch Plan	\$300.00 (+ \$10.00/lot or unit)
Change in Nonconforming Use per 7-3-15	\$150.00	Preliminary Plat	\$1,500.00 (+ \$25.00/lot or unit)
Variances & Appeals per 7-3-16	\$250.00	🔲 Preliminary Plat resubmittal	\$750.00 (+ \$25.00/lot or unit)
Rezoning per 7-3-17	\$250.00	🔲 Final Plat	\$600.00
Other Reviews Pursuant to 7-3-18	\$250.00	Minor Subdivision	\$450.00 (+ \$25.00/lot or unit)
Variance to Floodplain Reg. per 6-2	\$150.00	Lot Split	\$450.00
Master Sign Plan Pursuant to 7-3-12	\$150.00	🔲 Replat	\$150.00 (+ \$25.00/lot or unit)
Deviations from Single Family Design	\$175.00	🔄 Plat Amendment	\$250.00
Standards per 6-6		Planned Unit Dev. per 7-3-11	See Preliminary and Final Plat
🗷 Other 6-41	\$ 176.00	Statutory Vested Rights per 7-5	\$1,500.00

Fence, Hedge, and Wall vestructions

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.



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Attachments Required

For All Applications

Evidence of ownership or written notarized consent of legal owner(s).

🔲 Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17.

For Conditional Use Permits

🔟 The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.

Architectural drawings shall include elevations and details of building(s).

For Changes in Nonconforming Use

Description of existing non-conformity.

For Variances

The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

For Rezoning

Legal description, current zoning, and requested zoning of property.

For Subdivisions

All requirements established by Municipal Code Section 7-4.

Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

Applicant Signature

 $3 \left(\frac{24}{24} \right)$ $3 \left(\frac{24}{24} \right)$ Date

March 17th, 2021

To the members of the Ridgway Planing commission:

Greetings,

Thank you for your consideration.

My name is Adam Johnson, I live at 311 Sherman Street. I would like to build a 150 long, 8 foot high, fence between my home and the new living history Railroad museum. I am writing to request a variance to the town code regarding fence, hedge, and wall restrictions.

I currently have a six foot high game fence at the same place on the property and can see and have experienced that it is too low to keep the eyes of rail passengers from peering directly into our private space. I have placed eight foot long 2x6's along the fence row and can see that the additional two feet of height would block the train passengers from viewing the same. I would like to build my fence to eight foot, and request that you allow me to build this fence and any other additional fences along our property boundaries to that height, as we are surrounded on all sides by commercial interests. Please consider allowing me a variance to the six foot fence height restriction.

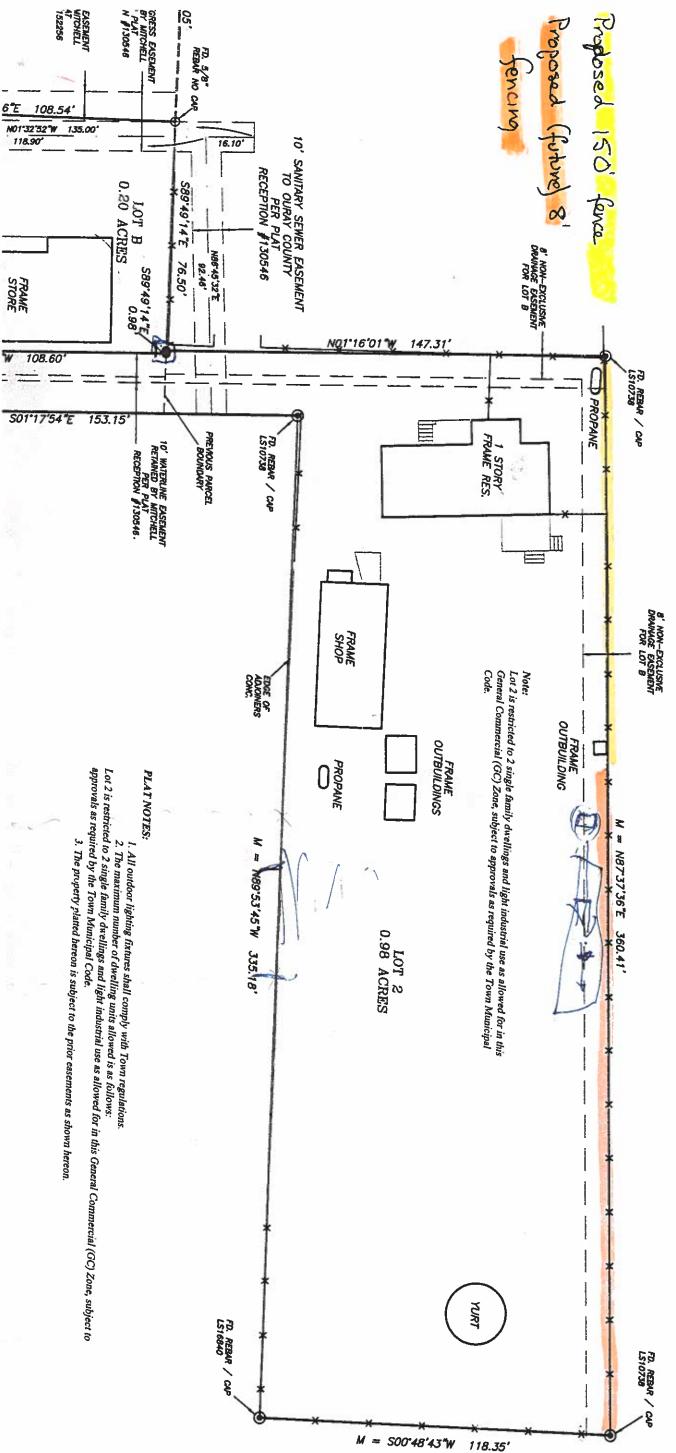
Thank you, Adam Johnson



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RETAIN TOP PORTION FOR YOUR RECORDS





Living history railroad museum

AMENDING LOT B CRABB SUBDIVISION & LOT 2 AMENDED MITCHELL SUBDIVISION OURAY COUNTY, COLORADO

CRABB-MITCHELL AME

NDED

SUBDIVISION

AGENDA ITEM #3



То:	Town of Ridgway Planning Commission
Cc:	Preston Neill, Ridgway Town Manager
From:	TJ Dlubac, AICP, Community Planning Strategies, Contracted Town Planner
Date:	April 23, 2021
Subject:	Stryker Temporary Use Permit for April 27 th PC Meeting

APPLICATION INFORMATION

Request:	Temporary Use Permit (TUP) to allow construction staging
Legal:	Block 22, Lots 16-20
Address:	710 Clinton Street
General Location:	South of and adjacent to Clinton Street; west of and adjacent to N. Laura Street
Parcel #:	430516211001
Zone District:	Historic Residential (HR)
Current Use:	Vacant
Applicant:	Stryker and Company, Inc.
Owner:	Ridgway Runners

PROJECT REVIEW

BACKGROUND

The applicant seeks a Temporary Use Permit (TUP) for staging construction materials for the Artspace / Space To Create project starting early May 2021 for nine months. The construction staging area will be off-site from the Artspace project area. Ridgway Municipal Code provisions allow for a construction office that is incidental to construction on-site for up to nine months pursuant to RMC §7-3-18(C)(1). A TUP was approved for a similar staging use at this same location in 2016. In that instance, the construction staging was also not on the premises of the construction activity, because it was staging for a road construction project within town owned right-of-way.

REQUEST

This TUP request is for an off-premises construction staging area for the Artspace / Space to Create project. The permit application and site plan were submitted to the Town and are included with this report. The property and hearing have been properly noticed and posted by the Town as required by RMC {7-3-18(C)(3).

Town of Ridgway Stryker Construction Staging TUP April 23, 2021 Page 2 of 3

CODE REQUIREMENTS

RMC §7-3-18(C) TEMPORARY USE PERMITS

(1) The Planning Commission may issue a permit authorizing certain temporary uses of premises in a district for a use which is otherwise not allowed in such a district for the periods specified here below:

Use	Zoning District	Period
Construction office incidental to construction on premises	All districts	9 months
Carnival, circus, bazaar, fairs	Commercial	1 week
Tent, meetings, or crusades	Commercial	2 weeks

(3) The Planning Commission shall hold such hearings concerning the application as the circumstances merit in its opinion. Notice of any hearing shall be posted, visible from each street frontage abutting the property, for at least 10 days prior to the hearing. The permit may be granted subject to conditions appropriate to ensure that no public or private nuisance or safety hazard will be created.

ANALYSIS

This request is reviewed pursuant to \$7-3-18(C)(3), which provides that the Planning Commission shall hold a hearing concerning the application "*as the circumstances merit in its opinior*". The Temporary Use Permit may be granted subject to conditions to ensure that no public or private nuisance or safety hazard is created.

LOCATION

The temporary construction staging site is proposed to be located on the vacant parcel at the southwest corner of Clinton Street and N. Laura Street, one half block from State Highway 62 / Sherman Street. The property is zoned HR Historic Residential District and is surrounded by HR District properties to the north and west, DS Downtown Service-zoned properties to the south, and HB Historic Business-zoned properties to the east. The Artspace project, which is what this staging area is for, will be constructed across the street at the northwest corner of Clinton Street and Laura Street and that property is currently zoned HB Historic Business.

A depiction of the constructing staging and project area can be found in the attached Site Plan for reference. Of the available locations for construction staging, this location is directly across from the project area and is close to the highway and downtown streets, which will help to minimize lengthy transport of equipment and materials. This is desired to minimize the overall impact to the community.

PROPOSED SITE DETAILS

The applicant is Stryker and Company, Inc. and will be working on the Artspace project. The applicant is proposing to install construction trailer, four Conex material storage units, lumber storage, and construction parking, on the construction staging area, as depicted in the attached site plan. The site will be entirely fenced and will have a gate for access off Clinton Street.

NUISANCES & SAFETY

Potential nuisances may exist with the starting and parking of equipment especially in the earlier morning and later evening hours. Active construction is planned starting May 2021. The downtown area will be impacted between now and the completion of the Artspace project, given the close proximity of the project and construction staging area.



Town of Ridgway Stryker Construction Staging TUP April 23, 2021 Page 3 of 3

With regard to safety, the applicant will need to ensure speeds are low, and visibility for pedestrians, vehicles, and equipment traveling on the roadway is clear from all directions. The staging area access off Clinton Street appears sufficiently separated from the alley and Laura Street.

DURATION

The municipal code provides only for a nine-month permit and given that this project will likely take more than the nine-months allowed to have a staging area, the applicant will need to request an additional temporary use permit for the use in 2022. An application for the extension shall be submitted at minimum 30-days before the Planning Commission meeting prior to the expiration date of the TUP. By issuing the permit in April 2021, the permit would be set to expire in January of 2022.

STAFF RECOMMENDATION

Staff recommends approval of this temporary use permit with the following conditions:

- 1) Equipment shall not be idled between the hours of 7pm 7am.
- 2) The applicant shall provide adequate traffic control or monitoring is required when equipment is moved from the construction staging site to the project site.
- 3) Temporary Use Permit shall expire on January 31, 2022.

ATTACHMENTS

A. Application and Support Materials





		Official Use Only	
Planning Commission Hearing Request		Receipt # Date Received: Initials:	
General Information			
Applicant Name Stryker and Com	pany, Inc.	Application Date 4/1/2021	
Mailing Address 236 South 3rd Stre	eet, Unit 319	and an	
Phone Number 9709644434	A		
Owner Name Ridgway Runners			
Phone Number 970-729-0396	Email sally@telluridebroker.	com	
Address of Property for Hearing	A 1155	HS 16-20, BLK 22	
Zoning District "DS" Downtown Se			
	C Residential		
Brief Description of Requested Action			

Temporary use of site for construction trailer, material storage and off street construction parking.

Action Requested and Required Fee Pa	yable to the T	own of Ridgway	
 Temporary Use Permit per 7-3-18(C) Conditional Use per 7-3-19 Change in Nonconforming Use per 7-3-20 Variances & Appeals per 7-3-21 Rezoning per 7-3-22 Other Reviews Pursuant to 7-3-23 Variance to Floodplain Reg. per 6-2 Master Sign Plan Pursuant to 7-3-117 Deviations from Residential Design Standards per 6-6 	\$150.00 \$250.00 \$150.00 \$250.00 \$250.00 \$250.00 \$150.00 \$150.00 \$175.00	Subdivisions per 7-4 unless noted Sketch Plan Preliminary Plat Preliminary Plat resubmittal Final Plat Minor Subdivision Lot Split Replat Plat Amendment Planned Unit Dev. per 7-3-16	\$300.00 (+ \$10.00/lot or unit) \$1,500.00 (+ \$25.00/lot or unit) \$750.00 (+ \$25.00/lot or unit) \$600.00 \$450.00 (+ \$25.00/lot or unit) \$450.00 \$150.00 (+ \$25.00/lot or unit) \$250.00 See Preliminary and Final Plat
Other	\$	Statutory Vested Rights per 7-5	\$1,500.00

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. 7-3-25(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

Attachments Required

For All Applications

Evidence of ownership or written notarized consent of legal owner(s).

Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), this may include a narrative, site

plans, and/or architectural drawings drawn to scale.

For Conditional Uses

The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.

Architectural drawings shall include elevations and details of building(s).

For Changes in Nonconforming Use

Description of existing non-conformity.

For Variances

The site plan shall show the details of the variance request and existing uses within 100 ft, of property,

For Rezonings

Legal description, current zoning, and requested zoning of property.

For Subdivisions

All requirements established by Municipal Code Section 7-4.

Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected. Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.

Applicant Signatur Owner Signature

April 1, 2021 Date

2



ACCOUNT # R001933 PARCEL # 430516211001 TAX DISTRICT: 201		PROPERTY TA 2020 TAXES DI	JE IN 2021	JILL MIHELICH OURAY COUNTY BOX 149 OURAY, CO 8142	27-0149	
AX AUTHORITY URAY COUNTY (GENERAL FUN URAY COUNTY (ROAD & BRID URAY COUNTY (SOCIAL SERV CHOOL DISTRICT R-2 (RIDG CHOOL DISTRICT R-2 BOND OWN OF RIDGWAY ALLAS PARK CEMETERY DIST	9.14100 1.51100 0.55600 13.16900 7.45300 8.65100 0.20500 0.50200	TEMP TAX CREDIT 0.00000 0.00000 0.00000 0.00000 0.00000 0.00000 0.00000 0.00000 0.00000	GENERAL TAX 529.17 87.47 32.19 762.35 431.45 500.81 11.87 29.06	VALUATION LAND IMPROVMENTS PERSONAL PROPERTY TOTAL EXEMPTION NET TOTAL	ACTUAL \$199,620 \$0 \$0 \$199,620 \$0 \$199,620	ASSESED \$57,890 \$0 \$57,890 \$57,890 \$0 \$57,890
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OTAL 5 B 25- In absence of State Legislative funding, Your School General Fund mill avy would have been 37,7680	NET LEVY	58.66300	\$3,396.00 \$3,396.00	please check with you your taxes. Overpaym Please see reverse sid information.	ents will be refunded	BEFORE paying to the payor.
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		# 1132."	each	FIRST HALF SECOND HALF	FEBRUARY 28, 2021 JUNE 15, 2021	\$1,698.00 \$1,698.00 \$3,396.00
SITUS ADDRESS: TBD CLIN			Kunners	FULL PAYMENT	APRIL 30, 2021	\$3,390.00
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theck here for receipt.	S. M. C. M. S. M. Z.	and Ha	NO GE NO STATE	and the second second		2
2020 TAXES DUE IN	2021	Return this coupon (OURAY COUNTY TREA P O BOX 149 OURAY, CO 81427-014	SURER		AC	COUNT NUMBER
PROPERTY RIDGWAY RUNNERS OWNER SALLY PUFF COURTN OF PO BOX 73 RECORD TELLURIDE, CO 8143				SECOND HA BY JUNE 15,	2021	698.00
					PAYMENTS MUST BE IN	U.S. FUNUS

	GWAY, CO) 626-5308		2720.0		PERMIT #9 CO, 81432
PREV.	0	PREV. BAL.	65.00		
CUAR.	0	PAYMENTS	390.00 CR		
USE	0	BAL. FWD.	325.00 CR		
CO	DE	SCRIPTION	AMOUNT		
PE DN	Sewer Penalty DO NOT USE Delinquent if not paid on/or before the 20th of the month.			Telluride CO 8143	35-0073
	before the			PLEASE RETURI	N THIS STUD
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From:	
Sent:	Monday, April 5, 2021 11:50 AM
To:	Mark Clutts
Cc:	Sally Puff Courtney
Subject:	RE: Ridgway Staging area

Ok I will do the document.



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concerning the loss of the second sec	and the second	and a start of the second s
From: Mark Clutts		
Sent: Monday, April 5, 2021	12:50 PM	
Cc: Scott Stryker	; Brian Kail	Leonardo Perez
; Sally P	uff Harley	
Subject: RE: Ridgway Staging	area	

We do not have an agreement. It sounds like you have the adequate legal background and experience. If you would draft an agreement, that would be great. If we need to have our attorney review, then we can, otherwise, we can move forward.

Stryker and Company, Inc.

Mark Clutts Stryker and Company, Inc. 236 S 3rd St., #319 Montrose, CO 81401 (970) 964-4434 Office





PROCORE https://login.procore.com/

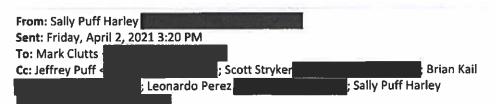
From: Puff		
Sent: Saturday, April 3, 2021 8:	40 AM	
To: Sally Puff Harley	; Mark Clutts	S ·
Cc: Scott Stryker	Brian Kail	; Leonardo Perez
; Sally Puff	Harley	
Subject: RE: Ridgway Staging an	ea	

We will have to prepare an agreement for the rental with an indemnification and hold harmless provision. Scott do you have one that you have used in the past or I can draft one.



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Subject: Re: Ridgway Staging area

Ok so this partnership consists of three members and I am the managing member and you can use my name and info. The other two partners are Jeffrey V. Puff, brother/attorney, and Michael Ward, Telluride. The ownership is Ridgeway Runners.

I have attached the tax bill and a water bill.

Do you need anything else?

Sally Puff Courtney

office LIV Sotheby's Internationbal Realty.

SALLY PUFF COURTNEY | Broker Associate LIV Sotheby's International Realty

www.tellundedoroker.com

On Apr 2, 2021, at 8:30 AM, Mark Clutts

wrote:

Thank you Sally.

Stryker and Company, Inc.

Mark Clutts Stryker and Company, Inc. 236 S 3rd St., #319 Montrose, CO 81401 (970) 964-4434 Office

<IMAGE001.JPG>

<image002.png>https://login.procore.com/

From: Sally Puff Harley		
Sent: Friday, April 2, 2	021 8:11 AM	
To: Mark Clutts		
Cc: Jeff Puff	Scott Stryker	; Brian Kail
	; Leonardo Perez	; Sally Puff Harley
Subject: Re: Ridgway S	taging area	

Ok that sounds good. You had originally said 6 months but 1 year is fine.

I will get you the info. I will be the contact person and my info is on this email. My cell is **a second second**.

SALLY PUFF COURTNEY | Broker Associate LIV Sotheby's International Realty

www.telluridebroker.com

On Apr 2, 2021, at 8:06 AM, Mark Clutts wrote:

Starting Early May, we would like to utilize the 12 months that Jeff accounted for with the rent calc.

We can do the application, just need to know your info to input.

Stryker and Company, Inc.

Mark Clutts Stryker and Company, Inc. 236 S 3rd St., #319 Montrose, CO 81401 (970) 964-4434 Office

<IMAGEOO1.JPG>

<image002.png>https://loem.procore.com/

From: Sally Puff			
Sent: Friday, April 2	, 2021 7:44 AM		
To: Mark Clutts			
Cc: Jeffrey Puff		; Scott Stryker	
	; Brian Kail		; Leonardo
Perez	; Sally Cou	irtney	
Subject: Re: Ridgwa	y Staging area		

Mark, we can get to the application next week. Again what is the approximate time frame of the project,

Sally C.

SALLY PUFF COURTNEY | Broker Associate LIV Sotheby's International Realty

www.telluridebroker.com

On Apr 1, 2021, at 1:55 PM, Mark Clutts wrote:

Mr. Puff:

We have no issues with your requests, and will prepare those items. We will not mobilize to your site prior to the signing of documentation for our use to your site. We do not see the need of the site before May 5, 2021.

The town is requiring us to submit for a planning hearing request for conditional use of the site for construction staging (see attached form). That said, we will need the legal name of the ownership on that property, as well as a contact person for the site (phone & email).

We intend to complete this application, and submit to the town for a Hearing that is on 4/27. With the document, we will need evidence of ownership or written notarized consent of legal owners.

Per the rest of the correspondence below, we have no issues with the following:

- Documenting the condition of the site and reestablishing the site to meet or exceed the existing conditions, prior to our occupancy and use.
- We anticipate the need for the site somewhere around early to mid May, but as stated above not prior to May 5.

Stryker and Company, Inc.

Mark Clutts Stryker and Company, Inc. 236 S 3rd St., #319 Montrose, CO 81401 (970) 964-4434 Office (970) 901-6220 Cell mark@strykerco.net

<IMAGEO01.JPG>

<image002.png> https://login.procore.com/

From: Jeffrey Puff	
Sent: Monday, March 29, 20	021 8:08 AM
To: Sally Puff Harley	;
Mark Clutts	2
Cc: Scott Stryker	; Brian Kail
; Leo	nardo Perez

Subject: RE: Ridgway Staging area

Fully insured by naming us as an "additionall insured" on the dec page of your insurance. Also agreement must agree to indemnify us for any and all losses. You do not have permission to go on the property until the document is signed. Also would like first years rent paid in a lump sum and the solution is so we don't have to worry about the rent.



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From: Sally Puff Harley	
Sent: Monday, March 29, 20	021 10:02 AM
To: Mark Clutts	
Cc: Scott Stryker	; Brian Kail
; Leo	onardo Perez
>; Jeffre	y Puff
Subject: Re: Ridgway Stagin	g area

Mark,

We are ok with this **per month**. We need to be fully covered and named on your policy for liability. Also, we expect the lot to be returned in a good or better condition as when you get it. The state reseeded the lot which I am assuming will need to be done again after all of your equipment is on it.

How long are you expecting to use this lot? When are you starting the project?

I am cc'ing my brother, Jeff Puff, on this as he is a partner and will review the document.

Thanks,

Sally C.

SALLY PUFF COURTNEY | Broker Associate

www.telluridebroker.com

On Mar 25, 2021, at 10:39 AM, Mark Clutts wrote:

Not with me, and to my knowledge, not with Scott.

AGENDA ITEM #4



Town of Ridgway Planning Commission
Preston Neill, Ridgway Town Manager
TJ Dlubac, AICP, Community Planning Strategies, Contracted Town Planner
April 23, 2021
North Seal Subdivision Final Plat for April 27th PC Meeting

APPLICATION INFORMATION

Request:	Approval of North Seal Subdivision creating three residential lots.
Legal:	Lot 14, Parkside Subdivision
Address:	N/A – N. Laura Street
General Location:	North of and adjacent to N. Rail Road Avenue; west of and adjacent to N. Laura Street; and east of and adjacent to Green Street
Parcel #:	430508414014
Zone District:	R Low Density Residential District
Current Use:	Vacant
Applicant:	Terese and Josh Seal
Owner:	Terese and Josh Seal

PROJECT REVIEW

BACKGROUND

The parcel was originally platted as Parkside Subdivision (Rec. #197315). This plat created 23 residential lots and one open space tract. Six of the lots created were noted as allowing two or three single-family equivalents. A notation on Lot 14 states "3 Single Family Equivalents". This note is meant to allow up to three single family dwelling units on the parcel. The zoning district, R Low Density Residential, does not allow more than two dwelling units as a use by right and three units is a Conditional Use Permit. Therefore, the intent of this statement was to allow three units on this one parcel.

Lot 14 is bordered on three sides by streets; Laura Street to the east, North Rail Road Street to the south, and Green Street to the west. Furthermore, there is a drainage and utility easement (Rec. #197315) overlaying the southern 50' of this lot, an irrigation easement (Rec. #197315) along the western eight feet of the lot, and a utility easement (Rec. #197315) along the eastern 15' of the lot.

Lot 14 has a total lot area of 23,708 square feet (0.544 ac.). The minimum lot size for the R District is 6,000 square feet for single family and duplex uses and 10,000 square feet for all other uses.

Town of Ridgway North Seal Subdivision April 23, 2021 Page 2 of 5

Note 2 on the North Seal Subdivision states that the three proposed lots are subject to the original plat notes as recorded in Parkside Subdivision. A few of those notes to bring to the Planning Commission's attention related to this lot and request include:

- Note 2 states that "no lot bordering Green Street or Parkside Drive shall use these streets for driveway or construction access". *Lot 14A borders Green Street.*
- Note 6 subjects Lot 14 to affordable housing provisions set forth in the note. *See additional discussion of this provision under the analysis section of this report.*
- Note 7 allows up to three dwelling units on Lot 14 provided that no occupancy permit will be approved unless all three units are under construction. *See additional discussion of this provision under the analysis section of this report.*

REQUEST

The applicant wishes to further subdivide Lot 14, Parkside Subdivision, into three separate lots so each of the three units permitted on the Lot 14 pursuant to Note 7 may be sold separately.

The applicant has submitted a hearing application, associated fees, final plat materials, and other required support materials for this public hearing to the Town. The property and hearing have been noticed and posted by the Town in accordance with RMC §7-3-23(D).

CODE REQUIREMENTS

RMC §7-4-10 Replats and Amended Plats

(B) Amended plats of subdivision plats previously approved by the Town, or parts of such plats, which do not make or require a material change in the extent, location, or type of public improvements and easements provided, and are consistent with the Design Standards of these Regulations may be submitted, approved and recorded in accordance with the provisions of this Subsection in lieu of other procedures provided for subdivision by these regulations, if all required improvements are in and available to serve each lot.

The proposed amendments do not materially change the "extent, location, or type of public improvements and easements" since the parcel was contemplated for three single family homes upon the original plat and there are no proposed changes to the easements established with the Parkside Subdivision. Therefore, the requirements set forth in 7-4-10(C) apply to this application.

RMC §7-4-5(C)(8)(b):

The Planning Commission shall determine the following are met in order to recommend approval, with or without conditions, of the replat to the Town Council:

- *(i)* The Town has received a reproducible mylar properly executed by all parties except Town officials, the original subdivision improvements agreement properly executed by the Subdivider accompanied by required security, and copies of properly executed corporate documents and covenants;
- *(ii)* Compliance with all Planning Commission conditions of approval except those subject to a good faith dispute;
- (iii) Payment of all costs due to date pursuant to 7-4-12(B), recording fees, development excise taxes, tap fees and other amounts due the Town.



Town of Ridgway North Seal Subdivision April 23, 2021 Page 3 of 5

ANALYSIS

LAND USES

The property is currently vacant, however, the drainage channel within the 50' easement on the southern portion of the lot is constructed. Also, the adjacent infrastructure, including roadways, curb, gutter, and sidewalk are installed.

DIMENSIONAL STANDARDS

Section §7-3-15(A) sets forth the required dimensional standards which shall be met for various uses within each zone district. For the R Low Density Residential District, the following standards apply to single family uses:

Standard	Doguiromont	Proposed		
Standard	Requirement	Lot 14A	Lot 14B	Lot 14C
Min. Lot Width	50′	35' (<i>Variance is requested)</i>	57.36′	96′+/-
Min. Lot Size	6,000sf	8,799.97sf	6,853.51sf	8,053.83sf
Max. Lot Coverage	50%	TBD	TBD	TBD
Min. Front Setback	15′	N. Laura Street: 15'+	N. Laura Street: 15'+	N. Laura Street: 15'+
Min. Rear Setback	8′	50'+	50'+	50'+
Min. Side Setback	5′	TBD	TBD	TBD
Max. Side on Corner Lot	7.5′	Green Street: 8'+	TBD	TBD
Structure Height	27′	TBD	TBD	TBD

The proposed subdivision either meets or is able to meet all dimensional standards with the exception of the proposed lot width for Lot 14A. The applicant has requested a variance to reduce the lot width for that lat. That request is being reviewed by the Planning Commission in conjunction with this final plat application. Please refer to the variance staff report for additional information on that request.

ACCESS

Each of the three proposed lots will have their own direct access onto N. Laura Street. The submitted sketch plan illustrates that all three proposed lots are providing driveways able to meet town parking requirements. Given the limited buildable area of the current lot, and each proposed subdivided lot (Lots 14A, 14B, and 14C), the proposed layout appears to strike a balance between access points, driveway locations, and building footprints. While the driveways will need to be defined better with a building permit, the accesses appear to be equally distanced from each other and laid out at points along N. Laura Street which appear to be a safe distance from the intersection with North Rail Road Avenue.

<u>Encroachment Permit</u>: Right-of-way encroachment permits must be obtained through the town for any work in the public right of way. This includes, but is not limited to, curb cuts, replacement of sidewalks, and water and/or sewer service connections to the main lines.



Town of Ridgway North Seal Subdivision April 23, 2021 Page 4 of 5

UTILITIES

Utilities were installed in conjunction with the original Parkside Subdivision, including water, sewer, and electrical services. Similarly, all financial surety requirements and agreements outlining obligations were tied to the original subdivision plat. Therefore, the applicant is responsible for the extension of service lines, but no additional main lines need to be extended. Since the main water and sewer lines are already in place and this is only a reconfiguration of a single lot, the town has not reviewed or approved any utility service alignment, concept, or design associated with the proposed three lots. At the time the applicant submits a building permit application, adequate water and sewer service lines shall be depicted on submitted plans and, if necessary, establishment of easement(s), payment of fees, or realignment(s) of service lines may be required before the Town is able to issue a building permit for this project.

<u>Water Service</u>: There are three water taps stubbed and located on the proposed Lot 14B. The owner will be responsible for extending those service lines to the final location of the proposed homes on each lot and providing adequate means for the service lines to be maintained and replaced, as necessary.

<u>Sewer Service</u>: No utility plan information was submitted in conjunction with this final plat and no cleanouts or sewer service lines were depicted on the final plat. Since the sewer has not been reviewed separately for this replat, staff recommends Note 9, which states the maintenance of the sewer line is the responsibility of the owners of Lots 14A, 14B, and 14C and not the Town's, be removed from the plat. We have not evaluated that statement, nor have we been able to discuss the specific section(s) of sewer line this statement is referring to for this application. This review will be accomplished at such time a building permit for each lot is submitted.

AFFORDABLE HOUSING PROVISIONS

The affordable housing provisions of Note 6 of the Parkside Subdivision are referenced and incorporated into this North Seal Subdivision. In general, these provisions require:

- The units be owned by Ouray County residents.
- The units be owner occupied unless and until the provisions terminate as provided in the provisions.
- The town waives excise tax required by RMC §3-4-1.
- At least one person in the household shall earn a majority of their income within Ouray County or from an employee based in Ouray County.
- The initial maximum sale of a unit shall meet the formula established in the note and be approved by the Town Manager prior to any transfer of property.

The applicant and the Town will have to coordinate on a number of these items as the project progresses to ensure the provisions are adequately met. This is no different than if Lot 14 were to develop as one parcel.

OCCUPANCY

Note 7 on the Parkside Subdivision anticipated that all three units would be constructed simultaneously so issuance of a Certificate of Occupancy (CO) was tied to construction. The new owners of the parcel are not anticipating the same approach to construction. However, they do want to make continual progress on the project. Therefore, we felt it would be best to amend that particular note to address the revised timeline by requiring there to be building permits issued for all three lots before a CO would be issued for any of the lots. We feel this is consistent with the original



Town of Ridgway North Seal Subdivision April 23, 2021 Page 5 of 5

intent of the plat note but provides more flexibility to the owners who want to be able to manage the cash flow of the project.

STAFF RECOMMENDATION

Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission recommend the Town Council approve the North Seal Subdivision with the following conditions:

- 1. A reproducible mylar properly executed by all parties except Town officials be submitted to the Town within 30 days of approval of the subdivision by the Town Council.
- 2. Note 9 stating that all three lots are to own the sewer line be removed.
- 3. A note be added to the face of the plat amending Note 7 of the Parkside Subdivision plat stating that the Town may not issue occupancy permits for any of the lots unless and until building permits have been issued for all three parcels.
- 4. Any water or sewer tap fees which have not been paid or waived pursuant to Note 6 of the Parkside Subdivision plat shall be paid in accordance with Section 9-1-9 of the Ridgway Municipal Code prior to issuance of the first building permit for any lot in this subdivision.
- 5. Amend the title of the subdivision to refer to this as a "replat of Lot 14..."

ATTACHMENTS

- A. Application and Support Materials
- B. Parkside Subdivision Plat, Reception #197315





TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

Planning Commission Hearing Request

Official Use Only Receipt # 1637 Date Received: 3-17-2 Initials:

General Information

Application Date 3/17/21 Applicant Name Josh & TERGE SEAL Mailing Address 353 County ROD 5, Ridgway, CO 81432 Phone Number 970 5963826 Email joshterese Qyahoo.com Josh& TERGE SGAT Owner Name Phone Number 970 5963826 Email josh terge @ yAhoo. Com N. LAMA St, Ridgway CO 81432 Address of Property for Hearing RESIDENTAL Zoning District

Brief Description of Requested Action

To REPATLOT 14 into 3 individual Lots that can then be sold screently with owner occupies deed restructed hange This is to Fulfill the Affoedable housing provisions from Poekside 2008 Subdivision Notes. Lot width Variance Action Requested and Required Fee Payable to the Town of Ridgway

Temporary Use Permit per 7-3-18(C)	\$150.00	Subdivisions per 7-4 unless noted	
Conditional Use per 7-3-19	\$250.00	🔲 Sketch Plan	\$300.00 (+ \$10.00/lot or unit)
Change in Nonconforming Use per 7-3-20	\$150.00	🔲 Preliminary Plat	\$1,500.00 (+ \$25.00/lot or unit)
Variances & Appeals per 7-3-21	\$250.00	Preliminary Plat resubmittal	\$750.00 (+ \$25.00/lot or unit)
Rezoning per 7-3-22	\$250.00	🖸 Final Plat	\$600.00
Other Reviews Pursuant to 7-3-23	\$250.00	Minor Subdivision	\$450.00 (+ \$25.00/lot or unit)
Variance to Floodplain Reg. per 6-2	\$150.00	📘 Lot Split	\$450.00
Master Sign Plan Pursuant to 7-3-117	\$150.00	🛄 Replat	\$150.00 (+ \$25.00/lot or unit)
Deviations from Residential Design	\$175.00	Plat Amendment	\$250.00
Standards per 6-6		Planned Unit Dev. per 7-3-16	See Preliminary and Final Plat
Other	\$	Statutory Vested Rights per 7-5	\$1,500.00

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. 7-3-25(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



Attachments Required

For All Applications

Evidence of ownership or written notarized consent of legal owner(s).

Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), this may include a narrative, site

plans, and/or architectural drawings drawn to scale.

For Conditional Uses

The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.

Architectural drawings shall include elevations and details of building(s).

For Changes in Nonconforming Use

Description of existing non-conformity.

For Variances

The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

For Rezonings

Legal description, current zoning, and requested zoning of property.

For Subdivisions

All requirements established by Municipal Code Section 7-4.

Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected. Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.

Applicant Signature

Owner Signature

2/4/21 Date

2/4/21





TOWN OF RIDGWAY, COLORADO ACKNOWLEDGMENT OF FEES AND COSTS

TREE $\pm Josh SEAl$ ("Applicant") and TERESE $\pm Josh SEAl$ ("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 $\underline{4}$ day of $\underline{Mnch 4}$, 20<u>21</u>.

APPLICANT:	
By:	>
TERESE SEA (print name)	_, authorized signer
PROPERTY OWNER:	
TERESE Scal (print name)	_, authorized signer

Green Seal LLC

Josh & Terese Seal

353 County Road 5 Ridgway, CO 81432 (970)596-3826 joshterese@yahoo.com

March 17, 2021

Town of Ridgway

Planning Committee & Town Council

201 N Railroad St

Ridgway, CO 81432

Dear Town of Ridgway,

TB

In October of 2020 we purchased the property at 405 N. Laura ST in the Parkside subdivision. This property is a deed restricted tri-plex lot. We are proposing a PUD in order to build 3 detached affordable homes on this property and would like to amend the plat into 3 separate lots. By separating this plat into 3 lots we will be able to sell the homes individually and make each one available as soon as they are completed. We look forward to creating much needed affordable housing in our town.

This non conforming lot is a very challenging shape and we are asking for a variance for the minimum width for lot 14a. The lot width at Laura ST that we are proposing is 35 feet. The total square footage of the lot is well over 8700 sq'. Lots 14B and 14C meet town minimum requirements as shown.

Sincerely,

Josh Seal

Terese Seal

_____ Page 1 of 1 Michelle Nauer, Clerk & Recorder Ouray County, CO 10-29-2020 01:03 PM Recording Fee \$13.00



State Documentary Fee \$8.50 10-29-2020

State Documentary Fee Date: October 28, 2020 \$8.50

General Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), PARKSIDE RIDGWAY HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY, whose street address is PO BOX 1421, Telluride, CO 81435, City or Town of Telluride, County of San Miguel and State of Colorado, for the consideration of (\$85,000.00) ***Eighty Five Thousand and 00/100 *** doilars, in hand paid, hereby sell(s) and convey(s) to JOSHUA C. SEAL AND TERESE M. SEAL, as Joint Tenants whose street address is 353 County Road 5, Ridgway, CO 81432, City or Town of Ridgway, County of Ouray and State of Colorado, the following real property in the County of Ouray and State of Colorado, to wit:

LOT 14, PARKSIDE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 2008 UNDER RECEPTION NO. 197315, COUNTY OF OURAY, STATE OF COLORADO.

also known by street and number as: 405 NORTH LAURA STREET, RIDGWAY, CO 81432

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of October 28, 2020.

PARKSIDE RIDGWAY HOLDINGS LLC, A COLORADO

LIMITED ABILITY COMPANY

MICHAEL J. LYNCH, AUTHORIZED REPRESENTATIVE

State of

Colorado County of

San mique

by MICHAEL J. LYNCH, The foregoing instrument was acknowledged before me on this day of COLORADO LIMITED LIABILITY COMPANY AUTHORIZED REPRESENTATIVE FOR PARKSIDE RIDGWAY HOLDINGS LLC,

)ss

Y

Witness my hand and official seal

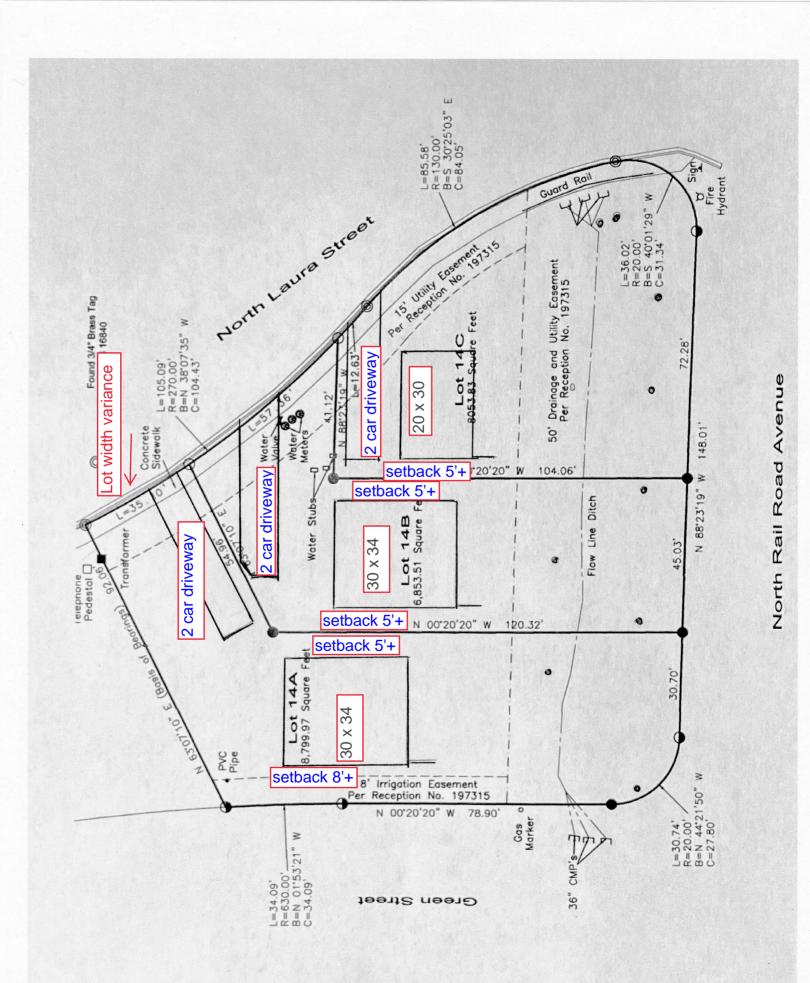
My Commission expires: 9-15-2023

Public

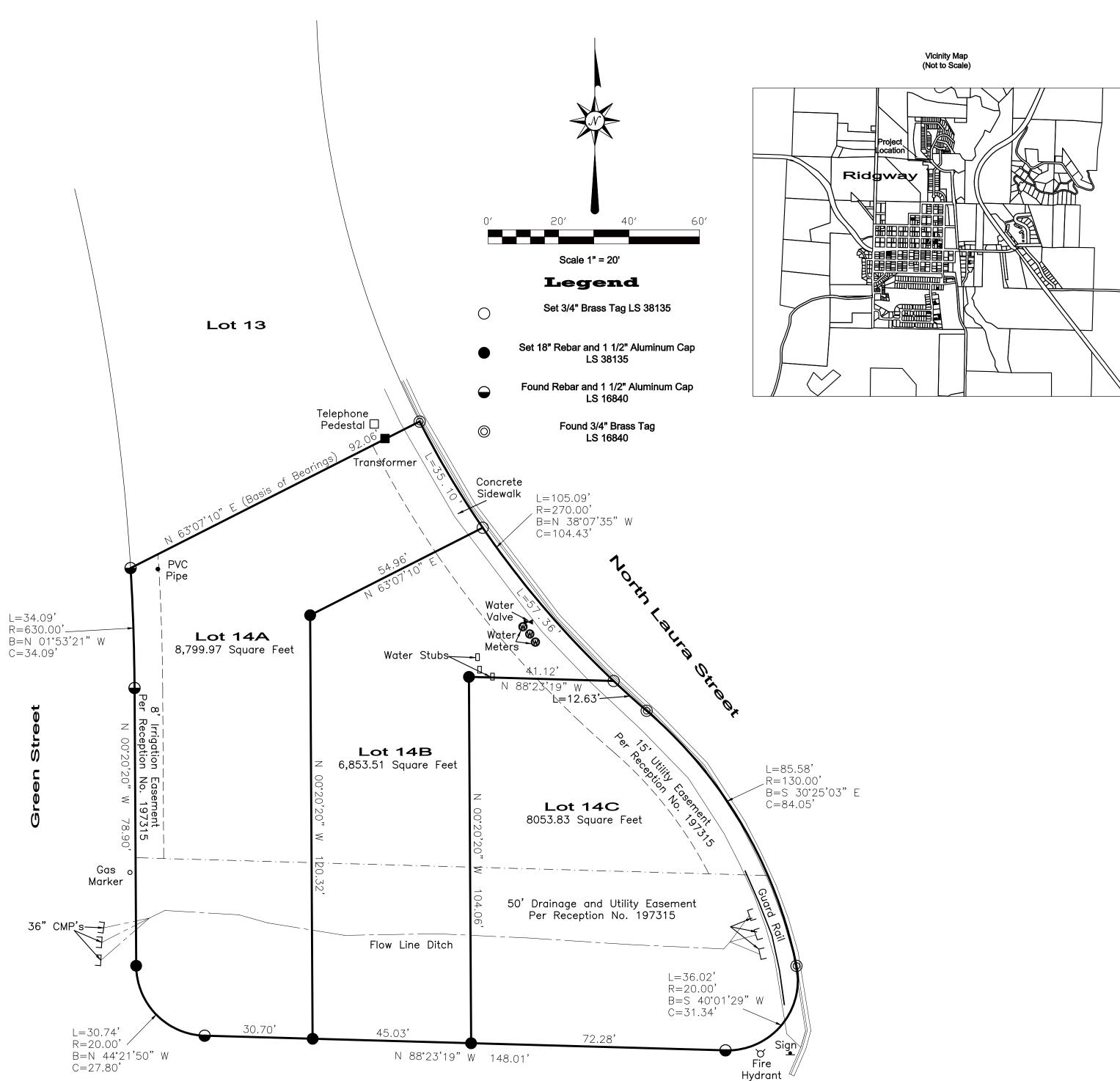
ALYSHA PATTERSON Notary Public State of Colorado Notary ID # 20194035353 My Commission Expires 09-13-2023

JOSHUA C. SEAL AND TERESE M. SEAL When recorded return to: 353 County Road 5, Ridgway, CO 81432





North Seal Subdivision A Minor Subdivision of Lot 14, Parkside Subdivision, Town of Ridgway Located in Southeast 1/4 Section 8, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado



North Rail Road Avenue

Executed this _____ day of _____, A.D. 202____.

By:_____ Joshua C. Seal

Ridgway, Colorado, to wit:

By:____ Terese M. Seal

CERTIFICATE OF DEDICATION AND OWNERSHIP

reserved or conveyed for the purposes as indicated on the plat.

NOTARIAL:

COUNTY OF

STATE OF _____) SS.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 202____ by Joshua C. Seal.

Witness my hand and official seal.

My commission expires: _

Notary Public

NOTARIAL:

STATE OF

COUNTY OF

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 202____ by Terese M. Seal.

Witness my hand and official seal.

My commission expires: _

Notary Public

ATTORNEY'S CERTIFICATE

, 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:

Dated this _____ day of _____, A.D., 202____

Attorney at Law

SURVEYOR'S CERTIFICATE

I, Peter C Sauer, 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.

Peter C Sauer License No. 38135

Date:

TREASURER'S CERTIFICATE:

I certify that as of the ______ day of _____ there are non delinquent taxes due, nor are there any tax liens, against the property described herein or I certify that as of the ____

any part thereof, and that all current taxes ans special assessments have been paid in

Jill Mihelich, Ouray County Treasurer

KNOW ALL MEN BY THESE PRESENTS that Joshua C. Seal and Terese M. Seal, being Joint Tenants, as the owners ("Owners") of certain lands in the Town of

Lot 14, Parkside Subdivision, Town of Ridgway, County of Ouray, State of Colorado have by these presents laid out, platted and subdivided the same into lots, as shown on this Plat under the name of North Seal Subdivision. Private easements are

NOTES

1. All outdoor lighting fixtures to comply with town of Ridgway regulations.

2. The property platted hereby is subject to the plat notes as recorded in PARKSIDE SUBDIVISION as recorded in the Ouray County Records at Reception No. 197315, and the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKSIDE SUBDIVISION as recorded in the Ouray County Records at Reception No. 197316 and as may be amended from time to time.

4. The property platted hereon is subject to the prior easements as shown hereon.

5. Easements for utilities shall include a blanket utility easement over and across all lots.

6. BASIS OF BEARINGS: The noth line of LOT 14. PARKSIDE SUBDIVISION. TOWN OF RIDGWAY, COLORADO per the plat recorded at reception No. 197315 in the office of the Ouray County Clerk and Recorder is recorded as as being S 63°07'10" W

7. Linear Units: US Survey Foot.

8. Each lot is limited to one principal dwelling unit for which applicable excise tax has been paid.

9. Lot 14A, 14B and Lot 14C are served by a commonly-owned sewer line that is connected to the Town of Ridgway sewer system. The owners of Lot 14A, 14B and 14C shall jointly and severally responsible for any maintenance, repair, and or replacement of the common sewer line. The town of Ridgway shall bear no responsibility for the repair and upkeep of this sewer line.

NOTICE

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

TOWN COUNCIL:

Approved by the Ridgway Town Council this	day of,
A.D. 202	

, Mayor.

PLANNING COMMISSION:

Approved by the Ridgway Planning Commission this _ _day of ___, A.D. 202___.

, Chairman.

TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this _____ day of _, 202____.

Town Attorney

CERTIFICATE OF IMPROVEMENTS

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

Date:____

Preston Neill, Town Manager

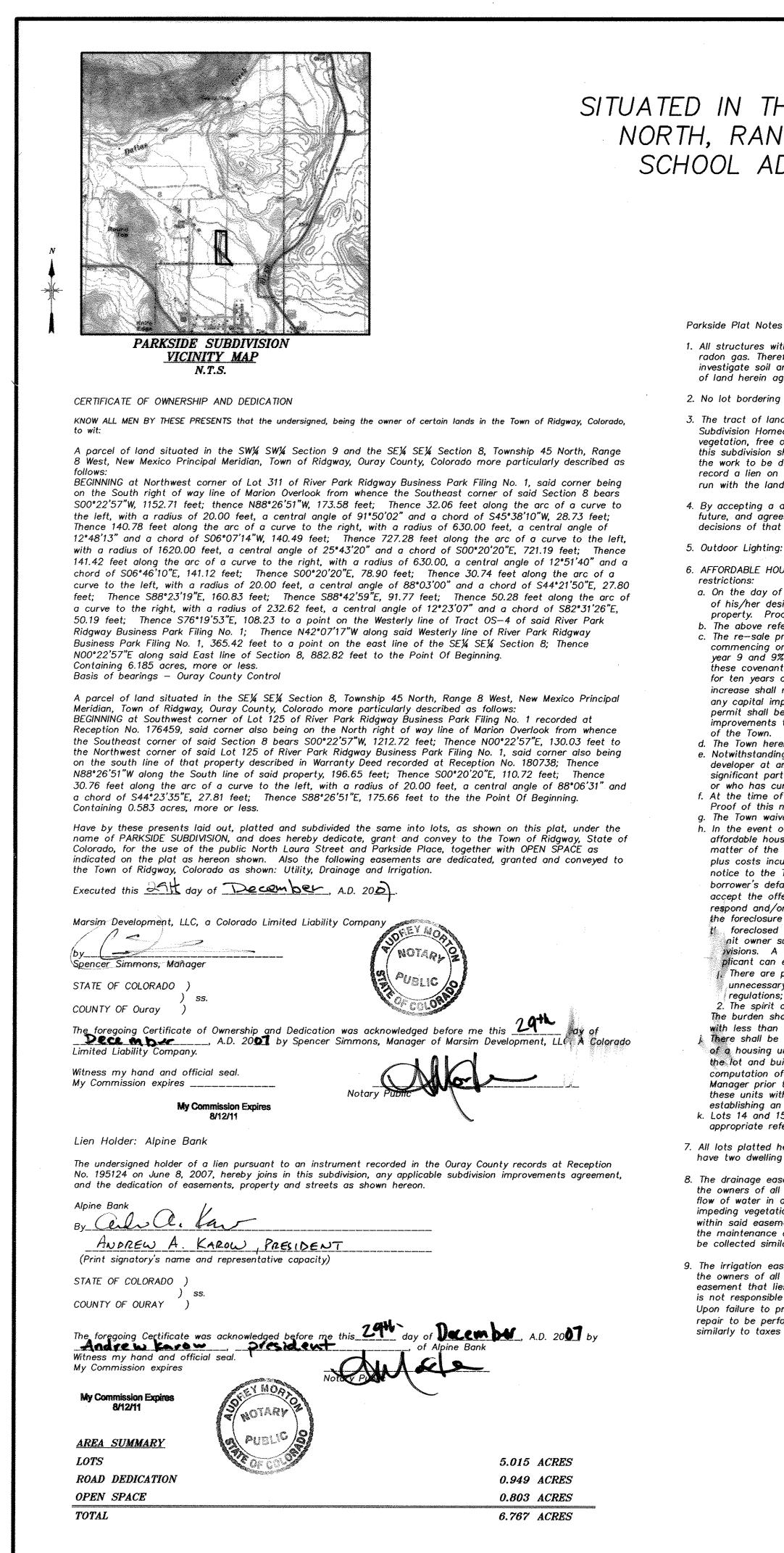
RECORDER'S CERTIFICATE

Deputy

This plat was filed for record in the office of Clerk and Recorder of Ouray County at _____ ___.M. on the _____ day of _____, A.D. 202____, under Reception No.

Michelle Nauer, Ouray County Clerk and Recorder

PROJECT MANAGER: PS CADD TECH: PS		VISIONS	DATE	DESCRI	PTION	BY
CHECKED BY: PS START DATE: 3/4/21	2					
	3					
	4					
	5					
			OFFIC	E (970) 249-5349		
				. (970) 729-1289		
23414 INCOMPAHRE ROAD MONTROSE, CO 81403 WWW.ORIONSURVEYING.COM)				
DRAWING PATH: Replat 3-21	SHEET No. 1 OF 1 PROJECT: 20021					



PARKSIDE SUBDIVISION

SITUATED IN THE SE1/4 SECTION 8 AND THE SW1/4 SECTION 9, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN, PART OF THE SCHOOL ADDITION TO THE TOWN OF RIDGWAY, RECEPTION NO. 180714, COUNTY OF OURAY, STATE OF COLORADO

FINAL PLAT

1. All structures within Parkside Subdivision shall require an engineered foundation. Soils throughout the Ridgway area have been found to have swell potential and produce radon gas. Therefore the improvements should be designed to ventilate radon gas away from living spaces. All owners, contractors, and engineers are encouraged to investigate soil and groundwater conditions on a particular lot prior to design and construction. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in the subdivision.

2. No lot bordering Green Street or Parkside Drive shall use these streets for driveway or construction access.

3. The tract of land marked OPEN SPACE shall be dedicated to the Town of Ridgway for ownership. Maintenance of the Open Space shall be the obligation of the Parkside Subdivision Homeowner's Association created under the covenants for this subdivision. The HOA agrees to maintain OPEN SPACE in, at minimum, native grasses and vegetation, free of noxious and invasive weeds, and agrees to maintain drainage ditches and culverts in good operating condition. The owners of Lots 1 through 23 within this subdivision shall also be jointly and severally liable for said maintenance. In the event that said maintenance is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

4. By accepting a deed to this real estate, Owner agrees to be subject to the Parkside subdivision Covenants. Conditions and Restrictions as recorded and amended in the future, and agrees to avail design, sitting and construction of improvements to the Parkside Subdivision Design Review Process, and agrees to abide by the findings and decisions of that process without recourse.

5. Outdoor Lighting: All outdoor lighting shall conform to Ridgway Municipal Code Section 6–5 "Outdoor Lighting Regulations."

6. AFFORDABLE HOUSING PROVISION: Lots 14 and 15 are required to have three units each (triplex, attached or unattached) subject to the following Affordable Housing

a. On the day of application, the prospective owner of an affordable unit 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 affordable unit. 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.

b. The above referenced affordable housing units shall be owner occupied until and unless these covenants terminate pursuant to plat note 6(c) and 6(i) below.

c. The re-sale price of each affordable unit shall be limited to an annual price appreciation cap of 3.2% of the initial gross purchase price for the first five years, commencing on the date of legal occupancy of the unit and then subject to the following annual appreciation caps: 5% in year six; 6% in year 7, 7% in year 8, 8% in year 9 and 9% in year 10. After the tenth year, the cap shall terminate entirely and, provided that a single owner has resided in the property for ten consecutive years, these covenants stated here in this plat note shall terminate and no longer apply to that specific unit. In the event a unit owner sells the unit prior to living in the unit for ten years or more, the lot shall continue to be burdened by these price cap and affordable housing restrictions and the time period regarding the annual price cap increase shall restart and begin to run anew on the date of acquisition by a new owner based upon the new owner's gross purchase price. If an owner of a unit makes any capital improvements requiring a building permit to the property during his/her term of ownership, the cost of those capital improvements as indicated on the building permit shall 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, including but not limited to upgrades during construction, shall require the prior, written approval

d. The Town hereby waives development excise tax RMC 3-4-1, et. seq., all six units.

e. Notwithstanding any other provision to the contrary, Declarant and successor Declarant reserves the right to sell such lots to another developer or an affordable housing developer at any time hereafter, subject to these restrictions. For the purpose hereof, "developer" shall mean any person or nonprofit or for profit entity that receives a significant part of their income from real estate development, home building, construction, plumbing, electrical, carpentry, etc. that is in the business of providing housing or who has current license to sell real estate in the State of Colorado.

f. At the time of purchase, at least one 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 verifying employment within Ouray County, g. The Town waives all "plan check fees" and building permit fees charged by the Town on all affordable housing units.

h. In the event of Public Trustee's foreclosure or a Judicial foreclosure by a beneficiary of a deed of trust and or holder of a mortgage on a lot governed by these affordable housing covenants contained in this plat note, the covenants stated herein shall terminate and hence forth not burden the specific unit which was the subject matter of the foreclosure. In the event of foreclosure, the Town of Ridgway shall have a 30 day right of first refusal to purchase the note for the remaining balance plus costs incurred by the bank as a result of non-payment by debtor. The beneficiary of the deed of trust and/or holder of a mortgage, is required to provide written notice to the Town Clerk as a condition precedent to filing and/or commencing a foreclosure action. The written notice shall state the cause and amount of the borrower's default and state an offer by the lien holder to sell the town its rights as lien holder for the stated amount. The notice shall provide the Town 30 days to accept the offer. The Town's acceptance must provide a closing date no later than 30 days from the date of the Town's letter of acceptance. If the Town fails to respond and/or declines to accept the offer contained in the lien holder's letter, the Town shall have no further rights under this provision and, upon consummation of the foreclosure proceeding, the covenants state herein shall terminate with respect to said unit. In no way shall these covenants be read to terminate if the owner of the foreclosed unit successfully exercises its redemption rights and/or otherwise cures its default in foreclosure.

ait owner subject to the above stated covenants may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these visions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the plicant can establish that the following criteria are substantially met:

There are practical difficulties or unnecessary hardships caused to the individual lot owner if these provisions are strictly applied. Any such practical difficulty and /or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners' of units burdened by these reaulations: and

2. The spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver. The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be aranted with less than four (4) concurring votes of the Planning Commission

There shall be an initial maximum sales 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 the lots burdened by these covenants 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, plus fifteen (15%) profit Evidence of the Developer's cost shall be submitted to the Town Manager who shall review the Developer's computation of cost and approve, in writing, the proposed initial maximum sales price. The documents establishing the developer's cost must be approved by the Town Manager prior to any transfer of property. The guiding principal in determining initial sales price of any unit is that the Developer should be constructing and selling these units without exceeding the prescribed profit. In no manner should this covenant be read to require a Developer of units on these lots to lose money by establishing an initial maximum sales price which causes the developer to lose money in the construction and sales of these units. k. Lots 14 and 15 shall be deed restricted in accordance with the terms of this plat note 6, and any instrument of conveyance shall contain such restriction by an appropriate reference approved by the Town.

7. All lots platted hereon are limited to a maximum of one dwelling unit, except for Lots 14 and 15 which have 3 dwelling units each and Lots 4, 5, 6, and 13 which may have two dwelling units each. No occupancy permit will be approved on either Lot 14 or Lot 15 unless all three required units for said lot are under construction.

8. The drainage easement(s) shown hereon shall be maintained by an owner's association, or until such time as an owner's association is lawfully formed for such purposes, by the owners of all lots encumbered by the easement, jointly and severally 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.

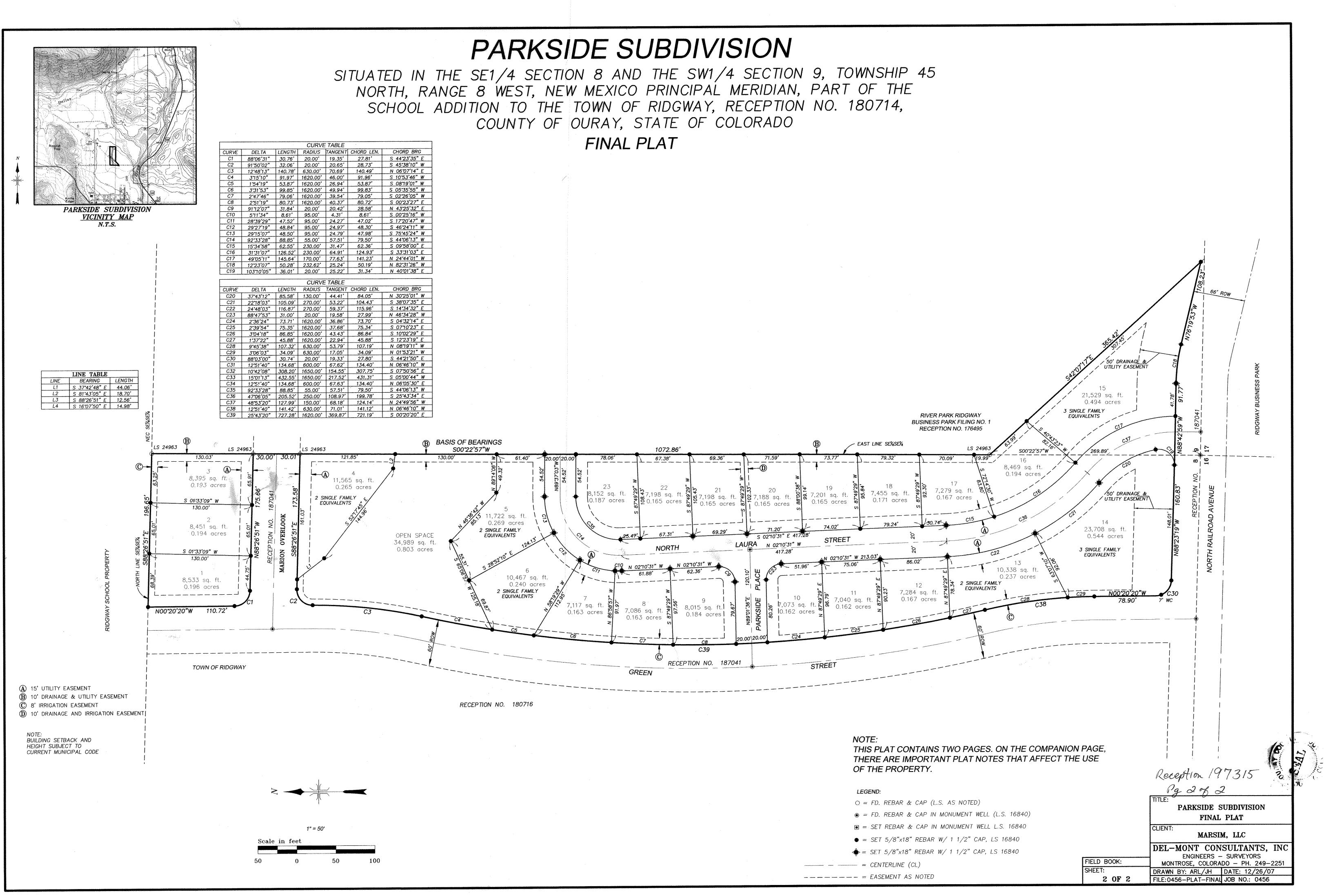
9. The irrigation easement(s) shown hereon shall be maintained by an owner's association, or until such time as an owner's association is lawfully formed for such purposes, by the owners of all lots encumbered by the easement, jointly and severally and shall not be impeded or altered in any way as to impact the delivery of water. The irrigation easement that lies between Lots 20 and 21 shall also serve as a connecting irrigation line to the adjoining River Park Ridgway Business Park Filing No.s 1 and 2. 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 delinguent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

> NOTICE: According to Co legal action ba: years after you based upon any (10) years from

Attorney's Certificate

I, <u>HICKHEL J. LYSE</u> attorney at law duly lic courts of record of Colorado, do hereby certify that I have examined to and that title to such land is in the dedicator(s) and owners, and that has been dedicated free and clear of all liens and encumbrances, exce	the title of all land herein platted at the property dedicated hereon
(state record name of lienholder, nature of lien and	recording data) LOAN
Dated this 29 day of Attorney at Law	6-08-07 OURAY COURTY
Certificate of Improvements Completion	
The undersigned, Town Manager of the Town of Ridgway, do certify tha required by the current Subdivision Regulations of the Town of Ridgway Subdivision in accordance with the specifications of the Town except for secured pursuant to Town subdivision regulations: street lights, st dramage, as-builts	y have been installed in this or the following which have been
2-4-08 (For Calm	
Date: 2-4-08 Grad Cardon Town Manager	
Annual of Dissolve Company	
Approval of Planning Commission Approved by the Ridgway Town Planning Commission this Al-	And the second
by a final commission this <u>ki</u> day a by a final commission this <u>ki</u> day a by a final commission this <u>ki</u> day a by a final commission the c	01 <u>- 1- 20 1</u> , A.D. 20 <u>01</u> ,
Approval of Town Council	
Approved by the Town Council this day of	AD, 20,
fat willte , Mayor.	
<u>Approval of Town Attorney</u>	
Approved for recording this <u>4</u> day of FEBRUARY	AD, 2008, by
John Kappa, Town Attorney	
ENGINEERS CERTIFICATE	
LINGINELING CERTIFICATE	
I, <u>LARRY M. Rescake</u> , a Registered Engineer in the State of streets, curb gutter & sidewalk, sanitary sewer system, the water distr system and the storm drainage system for this subdivision are properl Ridgway specifications, are adequate to serve the Subdivision shown he	ubution system, fire protection y designed, meet the Town of
Date: 01 09 08 Larry M. Reschke P.E. 19691	<u>Væ, 1-</u> <u>E</u>
SURVEYORS CERTIFICATE	
I, Merlin Rawson, do hereby certify that I am a Registered Land Survey that this plat accurately represents a survey made by me or under my applicable Ouray County and State regulations and I further certify tha exists and their positions are as shown.	y supervision and conforms to all
$\frac{M}{R.L.S.} 16840$ $\frac{M}{R.L.S.} 16840$ $Merlin Rawson R.L.S. 16840$	
Recorder's Certificate	
This plat was filed for record in the office of the Clerk and Recorder c _Q_m. on the day ofRectf Reception No7315	of Ouray County at <u>9:45</u> AM 6 AD, 20 <u>08</u> , under
	1062
Deputy Vicki Jane	TITLE: PARKSIDE SUBDIVISION FINAL PLAT
	CLIENT: MARSIM, LLC
Law (13–80–105, CRS) you must commence any	DEL-MONT CONSULTANTS, IN

		MAI	ASIM, LLC
olorado Law (13–80–105, CRS) you must commence any sed upon any defect in this survey within three (3)		1	ONSULTANTS, INC
i first discover such defect. In no event may any action y defect in this survey be commenced more than ten			S – SURVEYORS ORADO – PH. 249–2251
the date of the certification shown hereon.	SHEET:	DRAWN BY: ARL/JH	DATE: 12/26/07
, and adde of the optimization blown hereon.	1 OF 2	FILE:0456-PLAT-FI	NAL JOB NO.: 0456



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AGENDA ITEM #5



То:	Town of Ridgway Planning Commission
Cc:	Preston Neill, Ridgway Town Manager
From:	TJ Dlubac, AICP, Community Planning Strategies, Contracted Town Planner
Date:	April 23, 2021
Subject:	Lot 14A North Seal Subdivision Lot Width Variance for April 27 th PC Meeting

APPLICATION INFORMATION

Request:	A 15' variance request to allow a lot width of 35' for Lot 14A of North Seal Subdivision
Legal:	Lot 14A, North Seal Subdivision, a Replat of Lot 14, Parkside Subdivision
Address:	N/A – N. Laura Street
General Location:	North of and adjacent to N. Rail Road Avenue; west of and adjacent to N. Laura Street; and east of and adjacent to Greet Street
Parcel #:	430508414014
Zone District:	R Low Density Residential
Current Use:	Vacant
Applicant:	Terese and Josh Seal
Owner:	Terese and Josh Seal

PROJECT REVIEW

BACKGROUND

The parcel was originally platted as Parkside Subdivision (Rec. # 197315). This plat created 23 residential lots and one open space lot. Six of the lots created were noted as allowing multiple single-family equivalents. A notation on Lot 14 states "3 Single Family Equivalents". This note is meant to allow up to three single family dwelling units on the parcel. Furthermore, the intent of this statement was to allow three units on one parcel. The zoning district, R Low Density Residential, does not allow more than two dwelling units as a use by right and three units is a Conditional Use Permit.

Lot 14A is bordered on two sides by streets; North Rail Road Street to the south and Green Street to the west. Furthermore, there is a drainage and utility easement (Rec. #197315) overlaying the southern 50' of this lot and an irrigation easement (Rec. #197315) along the western eight feet of the lot.

Lot 14A has a total lot area of 8,799.97 square feet (0.544 ac.). The minimum lot size for the R District is 6,000 square feet for Single Family and Duplex uses.

The minimum lot width is 50' which is measured at the frontage of the abutting street which will provide access to the lot. The current lot configuration of Lot 14 Parkside Subdivision provides

Town of Ridgway N. Seal Subdivision Lot Width Variance April 23, 2021 Page 2 of 4

approximately 190' of frontage on N. Laura Street. Therefore, the currently lot certainly meets the minimum lot width regardless of where access was gained from.

REQUEST

The applicant wishes to further subdivide Lot 14 Parkside Subdivision into three separate lots so each unit permitted on the lot can be sold separately. Please review the Final Plat staff report for additional information and analysis on that application. As a result of the subdivision, one of the three proposed lots, Lot 14A, does not meet the minimum lot width required by RMC §7-3-15(A).

The proposed lot width is 35.16' fronting on N. Laura Street. Therefore, the applicant is requesting a 15' variance to allow the reduced lot width for Lot 14A of North Seal Subdivision. The lot requesting the variance is noted in Figure 1 below.

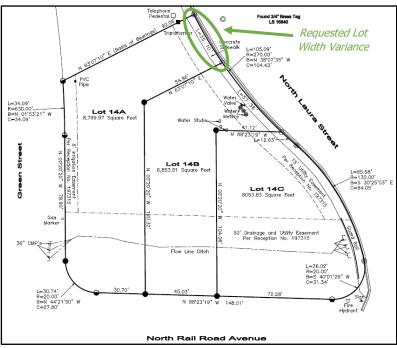


Figure 1. Variance Request Location

The applicant has submitted a hearing application for this public hearing to the Town. The property and hearing have been noticed and posted by the Town in accordance -with RMC §7-3-23.

CODE REQUIREMENTS

RMC §7-3-21 VARIANCES AND APPEALS

(A) The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-23, provided that the criteria of this Subsection will be met. No variance shall be granted from the provisions governing "Uses By Right", and "Conditional Uses" within any zoning district. Variances shall be granted only if all the following criteria are met:



Town of Ridgway N. Seal Subdivision Lot Width Variance April 23, 2021 Page 3 of 4

- (1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the zoning ordinance, and
- (2) The spirit of the ordinance will be observed, the public health, safety and welfare secured, and substantial justice done by granting the variance.

ANALYSIS

DIMENSIONAL STANDARDS

§7-3-15(A) sets forth the required dimensional standards which shall be met for various uses within each zone district. For the R Low Density Residential District, the following standards apply to single family uses:

Standard	Requirement	Proposed
Min. Lot Width	50′	35': Variance is requested.
Min. Lot Size	6,000sf	8,799.97sf: Meets standards.
Max. Lot Coverage	50%	TBD: The submitted sketch plan indicates compliance.
		N. Laura Street: TBD – There is a 15' utility easement
Min. Front Setback	15′	which will ensure this minimum setback is meet. The
		submitted sketch plan indicates compliance.
		N. Rail Road Avenue: There is a 50' drainage and
Min. Rear Setback	8′	utility easement to ensure this is met. The submitted
		sketch plan indicates compliance.
Min. Side Setback	5′	East and South Internal Property Line: TBD – The
Min. Side Selback	J	submitted sketch plan indicates compliance.
Max. Side on		Green Street: TBD – There is an 8' irrigation easement
Corner Lot	7.5′	which will ensure this minimum setback is meet. The
		submitted sketch plan indicates compliance.
Structure Height	27′	TBD: This will be confirmed with building permit.

The configuration of the proposed lot (Lot 14A), generally referred to as a "flagpole lot", is a result of the abnormal shape of the existing lot (Lot 14) which has two oddly angled property lines (east and north) and is greatly impacted by easements and rights-of-way on three sides (east, south, and west). Based on the lot constraints, the flagpole lot design appears to be a reasonable use of the property. Furthermore, the proposed Lot 14A meets, or appears able to meet, all of the dimensional requirements with the exception of the minimum lot width because of the lot configuration. Therefore, approving the lot width variance will not impact or require additional variances from other dimensional standards.

Access

Each of the three proposed lots will have their own direct access onto N. Laura Street. The submitted sketch plan identifies the proposed Lot 14A being accessed by a driveway parallel to the southern property line. This becomes important when we look at separation distance between access points. Given the limited buildable area of the current lot and each proposed subdivided lot (Lots 14A, 14B, and 14C), the proposed layout appears to strike a balance between access points, driveway locations, and building footprints. While the driveways will need to be defined better with a building permit, the accesses appear to be equally distanced from each other and laid out at points along N. Laura Street which appear to be a safe distance from the intersection with North Rail Road Avenue. Therefore, the reduced minimum lot width doesn't appear to have an impact on safe and adequate access from the



Town of Ridgway N. Seal Subdivision Lot Width Variance April 23, 2021 Page 4 of 4

street. All proposed access will have to meet applicable construction standards and right-of-way encroachment permit requirements.

PARKING

The lot configuration, and the resulting reduced lot width, doesn't prevent the lot from meeting the minimum parking requirements based on the submitted sketch plan. Again, the final layout and design of Lot 14A will need to be submitted, reviewed, and approved through the building permit process, but there appears to be adequate area for the required parking spaces for a single-family use, two spaces.

STAFF RECOMMENDATION

Given the two criteria for a variance appear to have been met, staff recommends approval of this application for a variance to the minimum lot width to allow for a lot width of 35' for Lot 14A, North Seal Subdivision for owners and applicants Terese and Josh Seal, with the following condition:

1) The North Seal Subdivision is approved by the Town of Ridgway Town Council.

ATTACHMENTS

A. Application and Support Materials





Planning Commission Hearing Request

Official Use Only Receipt # <u>1637</u> Date Received: <u>3-17-2</u> Initials:

General Information

Application Date 3/17/21 Applicant Name Josh & TERGE SEAL Mailing Address 353 County ROD 5, Ridgway, CO 81432 Phone Number 970 5963826 Email joshterese Qyahoo.com Josh& TERGE SGAT Owner Name Phone Number 970 5963826 Email josh terge @ yAhoo. Com N. LAMA St, Ridgway CO 81432 Address of Property for Hearing RESIDENTAL Zoning District

Brief Description of Requested Action

To REPATLOT 14 into 3 individual Lots that can then be sold screently with owner occupies deed restructed hange This is to Fulfill the Affoedable housing provisions from Poekside 2008 Subdivision Notes. Lot width Variance Action Requested and Required Fee Payable to the Town of Ridgway

Temporary Use Permit per 7-3-18(C)	\$150.00	Subdivisions per 7-4 unless noted	
Conditional Use per 7-3-19	\$250.00	🔲 Sketch Plan	\$300.00 (+ \$10.00/lot or unit)
Change in Nonconforming Use per 7-3-20	\$150.00	🔲 Preliminary Plat	\$1,500.00 (+ \$25.00/lot or unit)
Variances & Appeals per 7-3-21	\$250.00	Preliminary Plat resubmittal	\$750.00 (+ \$25.00/lot or unit)
Rezoning per 7-3-22	\$250.00	🖸 Final Plat	\$600.00
Other Reviews Pursuant to 7-3-23	\$250.00	Minor Subdivision	\$450.00 (+ \$25.00/lot or unit)
Variance to Floodplain Reg. per 6-2	\$150.00	📘 Lot Split	\$450.00
Master Sign Plan Pursuant to 7-3-117	\$150.00	🛄 Replat	\$150.00 (+ \$25.00/lot or unit)
Deviations from Residential Design	\$175.00	Plat Amendment	\$250.00
Standards per 6-6		Planned Unit Dev. per 7-3-16	See Preliminary and Final Plat
Other	\$	Statutory Vested Rights per 7-5	\$1,500.00

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. 7-3-25(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



Attachments Required

For All Applications

Evidence of ownership or written notarized consent of legal owner(s).

Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), this may include a narrative, site

plans, and/or architectural drawings drawn to scale.

For Conditional Uses

The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.

Architectural drawings shall include elevations and details of building(s).

For Changes in Nonconforming Use

Description of existing non-conformity.

For Variances

The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

For Rezonings

Legal description, current zoning, and requested zoning of property.

For Subdivisions

All requirements established by Municipal Code Section 7-4.

Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected. Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.

Applicant Signature

Owner Signature

2/4/21 Date

2/4/21





TOWN OF RIDGWAY, COLORADO ACKNOWLEDGMENT OF FEES AND COSTS

TREE $\pm Josh SEAl$ ("Applicant") and TERESE $\pm Josh SEAl$ ("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 $\underline{4}$ day of $\underline{Mnch 4}$, 20<u>21</u>.

APPLICANT:	
By:	\geq
TERESE SEA (print name)	, authorized signer
PROPERTY OWNER:	
BX: 2	
TERESE SCAL (print name)	, authorized signer

Green Seal LLC

Josh & Terese Seal

353 County Road 5 Ridgway, CO 81432 (970)596-3826 joshterese@yahoo.com

March 17, 2021

Town of Ridgway

Planning Committee & Town Council

201 N Railroad St

Ridgway, CO 81432

Dear Town of Ridgway,

TB

In October of 2020 we purchased the property at 405 N. Laura ST in the Parkside subdivision. This property is a deed restricted tri-plex lot. We are proposing a PUD in order to build 3 detached affordable homes on this property and would like to amend the plat into 3 separate lots. By separating this plat into 3 lots we will be able to sell the homes individually and make each one available as soon as they are completed. We look forward to creating much needed affordable housing in our town.

This non conforming lot is a very challenging shape and we are asking for a variance for the minimum width for lot 14a. The lot width at Laura ST that we are proposing is 35 feet. The total square footage of the lot is well over 8700 sq'. Lots 14B and 14C meet town minimum requirements as shown.

Sincerely,

Josh Seal

Terese Seal

_____ Page 1 of 1 Michelle Nauer, Clerk & Recorder Ouray County, CO 10-29-2020 01:03 PM Recording Fee \$13.00



State Documentary Fee \$8.50 10-29-2020

State Documentary Fee Date: October 28, 2020 \$8.50

General Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), PARKSIDE RIDGWAY HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY, whose street address is PO BOX 1421, Telluride, CO 81435, City or Town of Telluride, County of San Miguel and State of Colorado, for the consideration of (\$85,000.00) ***Eighty Five Thousand and 00/100 *** doilars, in hand paid, hereby sell(s) and convey(s) to JOSHUA C. SEAL AND TERESE M. SEAL, as Joint Tenants whose street address is 353 County Road 5, Ridgway, CO 81432, City or Town of Ridgway, County of Ouray and State of Colorado, the following real property in the County of Ouray and State of Colorado, to wit:

LOT 14, PARKSIDE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 2008 UNDER RECEPTION NO. 197315, COUNTY OF OURAY, STATE OF COLORADO.

also known by street and number as: 405 NORTH LAURA STREET, RIDGWAY, CO 81432

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of October 28, 2020.

PARKSIDE RIDGWAY HOLDINGS LLC, A COLORADO

LIMITED ABILITY COMPANY

MICHAEL J. LYNCH, AUTHORIZED REPRESENTATIVE

State of

Colorado County of

San mique

by MICHAEL J. LYNCH, The foregoing instrument was acknowledged before me on this day of COLORADO LIMITED LIABILITY COMPANY AUTHORIZED REPRESENTATIVE FOR PARKSIDE RIDGWAY HOLDINGS LLC,

)ss

Y

Witness my hand and official seal

My Commission expires: 9-15-2023

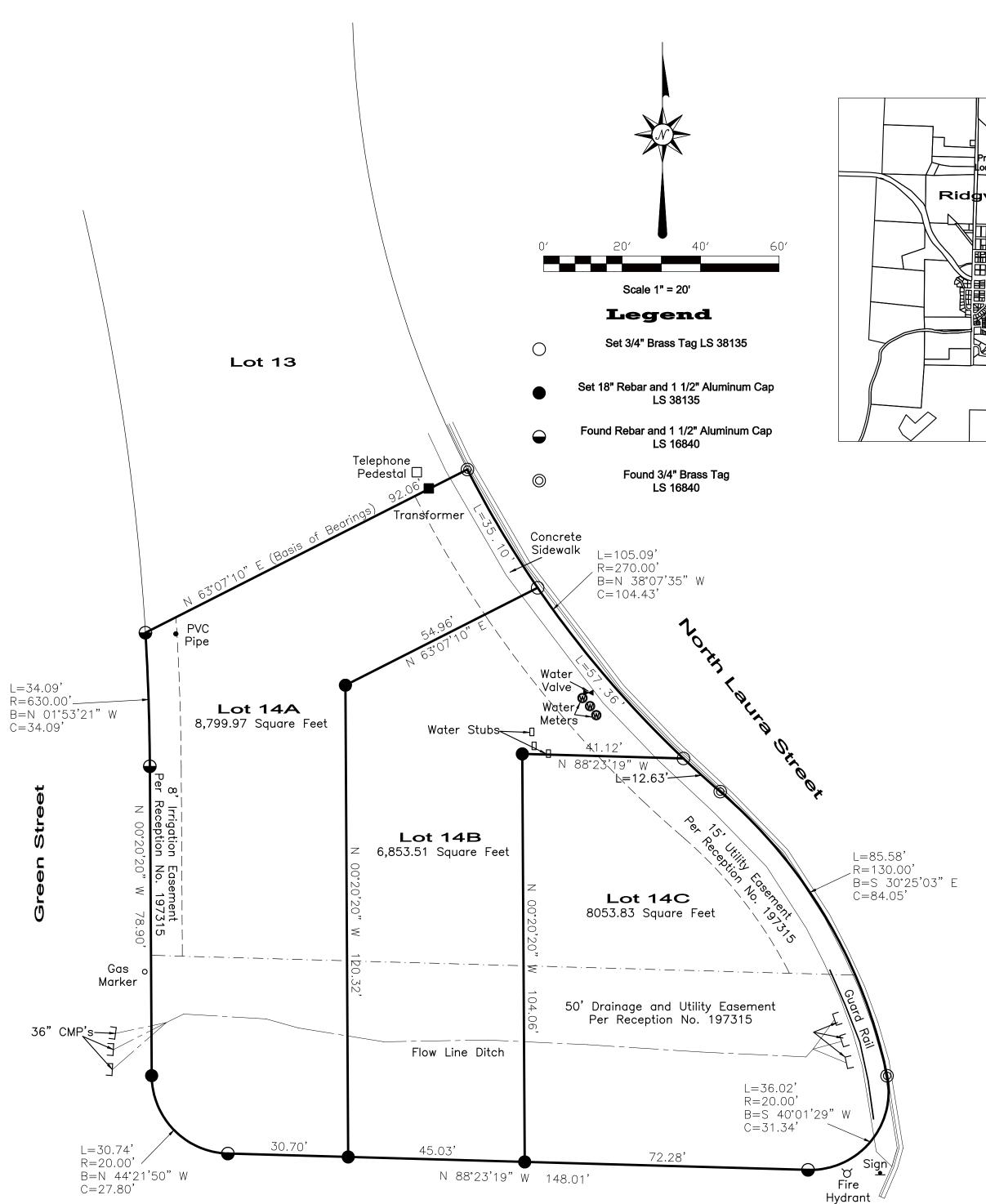
Public

ALYSHA PATTERSON Notary Public State of Colorado Notary ID # 20194035353 My Commission Expires 09-13-2023

JOSHUA C. SEAL AND TERESE M. SEAL When recorded return to: 353 County Road 5, Ridgway, CO 81432



North Seal Subdivision A Minor Subdivision of Lot 14, Parkside Subdivision, Town of Ridgway Located in Southeast 1/4 Section 8, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado



North Rail Road Avenue

Vicinity Map (Not to Scale)

Ridģwày

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that Joshua C. Seal and Terese M. Seal, being Joint Tenants, as the owners ("Owners") of certain lands in the Town of Ridgway, Colorado, to wit:

Lot 14, Parkside Subdivision, Town of Ridgway, County of Ouray, State of Colorado

have by these presents laid out, platted and subdivided the same into lots, as shown on this Plat under the name of North Seal Subdivision. Private easements are reserved or conveyed for the purposes as indicated on the plat.

Executed this _____ day of _____, A.D. 202____.

By:_____ Joshua C. Seal

By:____ Terese M. Seal

NOTARIAL:

STATE OF _____

COUNTY OF

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 202____ by Joshua C. Seal.

Witness my hand and official seal.

My commission expires: _

Notary Public

NOTARIAL:

STATE OF

COUNTY OF

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 202____ by Terese M. Seal.

Witness my hand and official seal.

My commission expires: _

Notary Public

ATTORNEY'S CERTIFICATE

, 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:

Dated this _____ day of _____, A.D., 202____

Attorney at Law

SURVEYOR'S CERTIFICATE

I, Peter C Sauer, 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.

Peter C Sauer License No. 38135

Date:

TREASURER'S CERTIFICATE:

I certify that as of the ______ day of _____ there are non delinquent taxes due, nor are there any tax liens, against the property described herein or I certify that as of the ____ any part thereof, and that all current taxes ans special assessments have been paid in

Jill Mihelich, Ouray County Treasurer

NOTES

1. All outdoor lighting fixtures to comply with town of Ridgway regulations.

2. The property platted hereby is subject to the plat notes as recorded in PARKSIDE SUBDIVISION as recorded in the Ouray County Records at Reception No. 197315, and the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKSIDE SUBDIVISION as recorded in the Ouray County Records at Reception No. 197316 and as may be amended from time to time.

4. The property platted hereon is subject to the prior easements as shown hereon.

5. Easements for utilities shall include a blanket utility easement over and across all lots.

6. BASIS OF BEARINGS: The noth line of LOT 14. PARKSIDE SUBDIVISION. TOWN OF RIDGWAY, COLORADO per the plat recorded at reception No. 197315 in the office of the Ouray County Clerk and Recorder is recorded as as being S 63°07'10" W

7. Linear Units: US Survey Foot.

8. Each lot is limited to one principal dwelling unit for which applicable excise tax has been paid.

9. Lot 14A, 14B and Lot 14C are served by a commonly-owned sewer line that is connected to the Town of Ridgway sewer system. The owners of Lot 14A, 14B and 14C shall jointly and severally responsible for any maintenance, repair, and or replacement of the common sewer line. The town of Ridgway shall bear no responsibility for the repair and upkeep of this sewer line.

NOTICE

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

TOWN COUNCIL:

Approved by the Ridgway Town Council this	day of,
A.D. 202	

, Mayor.

PLANNING COMMISSION:

Approved by the Ridgway Planning Commission this _ _day of ___, A.D. 202___.

, Chairman.

TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this _____ day of _, 202____.

Town Attorney

CERTIFICATE OF IMPROVEMENTS

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

Date:____

Preston Neill, Town Manager

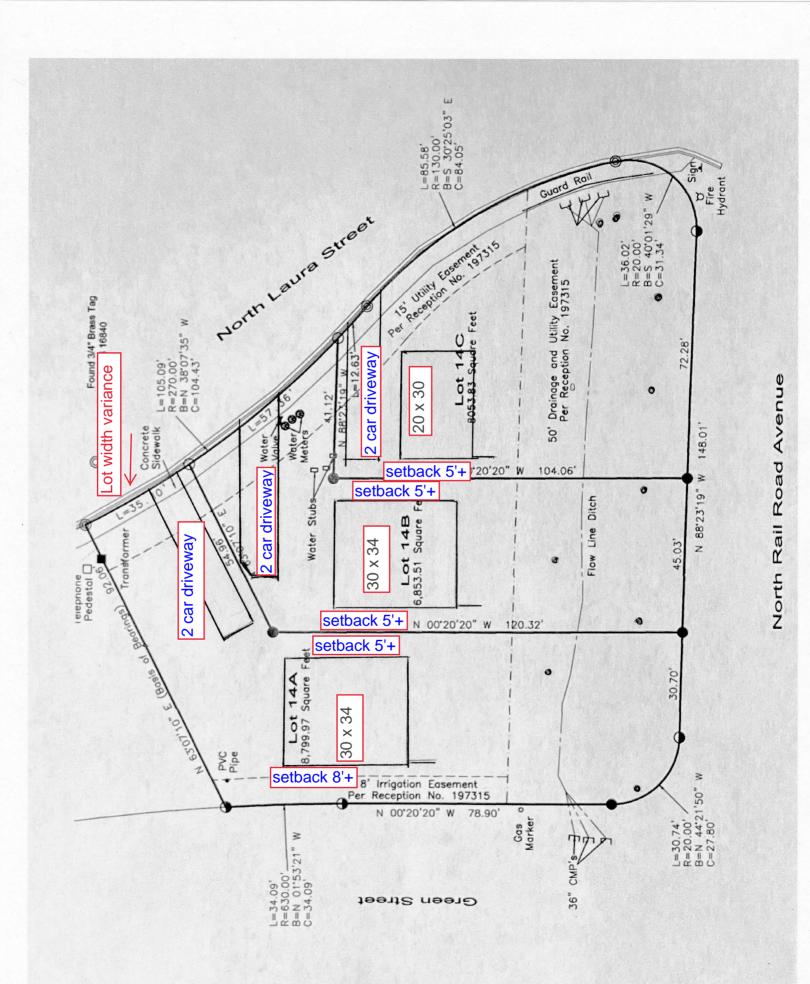
RECORDER'S CERTIFICATE

Deputy

This plat was filed for record in the office of Clerk and Recorder of Ouray County at _____ ___.M. on the _____ day of _____, A.D. 202____, under Reception No.

Michelle Nauer, Ouray County Clerk and Recorder

PROJECT MANAGER: PS CADD TECH: PS		REVISIONS	DATE	DESCR	IPTION	BY	
			_				
CHECKED BY: PS START DATE: 3/4/21	2						
	3	5					
	4	•					
	5	5					
		OFFICE (970) 249-5349					
		CELL (970) 729-1289					
(rìon		23414 INCOMPAHRE ROAD					
		MONTROSE, CO 81403					
SURVEYING		WWW.ORIONSURVEYING.COM					
DRAWING PATH: Replat 3-21			SHEET N	o. 1 OF 1	PROJECT: 20021		



AGENDA ITEM #6



То:	Town of Ridgway Planning Commission
Cc:	Preston Neill, Ridgway Town Manager
From:	TJ Dlubac, AICP, Community Planning Strategies, Contracted Town Planner
Date:	April 23, 2021
Subject:	Riverfront Village Preliminary Plat and PUD for April 27 th PC Meeting

APPLICATION INFORMATION

Request	:	Approval of a Preliminary Plat and PUD
Legal:		A portion of Lot 1 Triangle Subdivision
Address	:	N/A
General	Location:	North of SH62/Sherman Street, west of US550, and east of and adjacent to the Uncompahgre River
Parcel #	#:	430516215001
Zone Di	strict:	GC General Commercial District
Current	Use:	Vacant
Applica	nt:	John Simon, Alpine Homes – Ridgway LLC
Owner:		Alpine Homes – Ridgway LLC

PROJECT REVIEW

BACKGROUND

The lot has been previously platted as Lot 1, Triangle Subdivision in 1992 at Reception #150643. Lot 1 is a total of 8.141 acres and include both the east and west sides of the river. A portion of Lot 1 west of the river was deeded to the Town in 2008 at Reception #196855. This Preliminary Plat and PUD is for a portion of Lot 1, identified as Lot 1R on the Preliminary Plat, containing 4.29 acres.

REQUEST

The property Owner, Alpine Homes – Ridgway LLC, is requesting a PUD to allow a mixed use development on a portion of Lot 1, Triangle Addition to be known as Riverfront Village PUD.

The development encompasses 4.29 acres of land and is broken down into the following uses:

Lot Area Calculations	Proposed Area	% of Total Parcel
Site Area	187,308sf	100%
Buildings	34,373.85sf	18%
Hardscape	18,272.97sf	10%
Landscape	74,905.70sf	40%
Public Use Areas	22,103sf	11.8%
Totals	3,983sf	38

Town of Ridgway Riverfront Village PUD April 23, 2021 Page 2 of 8

The project includes a total of 13 buildings: 11 attached townhouse buildings, one mixed use building with ground floor commercial and 4 residential units above, and one detached garage structure. The uses of each building are as follows:

Building	Commercial Sq. Ft.	Residential DU	Parking Spaces
Building CM	3983	4	24
Buildings M1, A & B		6	12
Building M2 (2 bldgs.)		8	16
Building M3 (3 bldgs.)		10	22
Buildings D1 – D5		10	20
Totals	3,983sf	38	42

The project will include a publicly dedicated river front trail along the western edge of the property boundary and along the eastern bank of the Uncompany River.

CODE REQUIREMENTS

RMC §7-3-16(B) CRITERIA FOR A PUD

A Planned Unit Development must meet the following conditions for approval:

- (1) It shall be in general conformity with the Town's Master Plan.
- (2) All landowners within the PUD shall consent, in writing, to the PUD.

RMC §7-3-16(E) PROCEDURES:

- (1) PUD's shall be reviewed with the same procedures for review of subdivisions as found in Subsection 7-4-5 Subdivision Procedures. A public hearing shall be held on the PUD pursuant to the Review Procedures of Section 7-3-23.
- (2) Approval of the PUD by the Town is purely discretionary. If the Town and the applicant do not agree on all required conditions and the plan, the Town may deny approval, or the Town may unilaterally impose conditions. If the developer does not accept the conditions, that development must adhere to standard dimensional, subdivision and zoning requirements.

RMC §7-3-16(F) REQUIRED IMPROVEMENTS AND STANDARDS:

The PUD Plan shall provide for construction of the same improvements required for subdivisions in Subsection 7-4-6 and design standards of subsection 7-4-7.

RMC §7-3-16(G) Additional Requirements:

The PUD shall also show the location, size, and number od dwelling units, proposed uses for all buildings and shall further set out the location of all proposed parking areas, streets, sidewalks, bike paths, and other improvements and structures. Where appropriate, parameters, limits, or specifications may be approved in lieu of exact locations, numbers, and sizes.



Town of Ridgway Riverfront Village PUD April 23, 2021 Page 3 of 8

ANALYSIS

LAND USES

The applicants are requesting a mixed use development that offers approximately 3,983 square feet of commercial uses and a total of 38 residential dwelling units on the 4.30 acre parcel.

The following are uses requested by the applicant or which may be permitted in the PUD which are uses by right in the GC zone district:

- Multiple family dwellings and short term rentals of those dwellings in compliance with 7-3-18(I).
- Live/work dwelling
- Retail stores, business and professional offices and service establishments which cater to the general public.
- Libraries, museums and depots.
- Public utility service facilities.
- Government buildings and facilities.
- Private and fraternal clubs.
- Indoor theaters.
- Restaurants and taverns.
- Churches, Sunday schools and community centers, schools, parks and playgrounds.
- Hotels, motels, lodges, and other types of short term accommodations for vacations, tourists, business visitors and the like.
- Parking facilities, funeral homes, commercial garages.
- Accessory uses.
- Employee housing.
- Home occupation in compliance with 7-3-18(A).

The following are uses requested by the applicant or which may be permitted in the PUD which are uses requiring a conditional use permit in the GC zone district:

- Townhouse dwellings, Triplex dwellings, and Fourplex dwellings.
- Gas stations which comply with the following criteria:
 - All fuel storage shall be located underground.
 - All gasoline pumps, lubrication and service facilities shall be located at least 20 feet from any street right of way line.
 - $_{\odot}$ $\,$ No curb cut may be any closer than 30 feet from any street intersection.
 - A minimum lot frontage of 125 feet is required.
 - The main building on the site shall be set back at least 40 feet from any property line.
- Building materials businesses.
- Farm implement, manufactured home, automobile and other vehicle sales or service establishments.
- Feed storage and sales establishments.
- Veterinary clinics.
- Automobile body shops.
- Machine and welding shops.



Town of Ridgway Riverfront Village PUD April 23, 2021 Page 4 of 8

- Warehouses or storage facilities.
- Travel home parks.
- Manufactured home parks.
- Manufacturing and industrial uses. Typical examples include food processing; metal finishing and fabrication; power generation and transformer stations; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities.
- Gravel extraction.
- Buildings 27' to 35' in height or containing more than 10,000 square feet of gross floor area.
- Campgrounds or similar facilities which (a) do not provide spaces for travel homes or recreational vehicles, (b) allow only a maximum of three nights stay, (c) allow only campground owned tepees, tents or similar structures and (d) meet all applicable requirements of state statutes and regulations for a "developed campground" including adequate restroom facilities, except as otherwise approved by the Planning Commission.
- Daycare facilities which do not qualify as an accessory use to a residence.
- Developments with more than 20 parking spaces shall incorporate the mitigation and site planning improvements set out in Section II.b. of the Commercial Design Guidelines adopted as part of the Town's Master Plans.

Staff would like to understand which of the listed uses the applicant would like to allow or disallow within this PUD.

DIMENSIONAL STANDARDS

Section §7-3-15(A) sets forth the required dimensional standards which shall be met for various uses within each zone district. For the GC General Commercial District, the following standards apply to all proposed uses:

Standard	Requirement	Proposed	
Min. Lot Width	30′	300'+	
Min. Lot Size	5,000sf	187,308sf	
Max. Lot Coverage	60%	Unknown	
Min. Front Setback	15' Approximately 60' to buildings along		
Min. Rear Setback	8′	15′	
Min. Side Setback	5′	11' along the east and 24' along the west	
Max. Side on Corner Lot	7.5′	N/A	
Structure Height	27′	Varies – see table below	

The Lot Area Calculation provided on Sheet A1.1 of the architectural plan set appears to be missing approximately 20% of the area and it is unknown where this discrepancy is located. As such, we are unsure of the proposed lot coverage compared to the underlying zone district requirement of 60%.

The following building heights are proposed for each building:



Town of Ridgway Riverfront Village PUD April 23, 2021 Page 5 of 8

Building	Proposed Height
M1 (A & B)	26.45′
M2 West	34.43′
M2 East	33.42′
M3 West	34.75′
M3 Middle	34.81′
M3 East	34.5′
СМ	26.7′
D1 – D5	26.66′

RESIDENTIAL USES

As noted above, there are 38 total residential units proposed in this development for a total residential density of 8.8 units per acre. The residential units are proposed in a mix of structure types from attached duplex units, to townhomes, and multiple family buildings. Adequate parking is provided for the residential uses with both covered and uncovered options and private garages.

Note 5 on sheet 2 of the Preliminary Plat states that short-term rentals will be limited to townhouse units only and must be in compliance with applicable Town of Ridgway Municipal Code requirements. As explained in the overall site plan (Sheet A1.1), the only townhouse units are buildings D1-D5. Therefore, short-term rentals would be limited to 10 total units on the property. This will need to be memorialized in various locations and be made to be consistent in each of the locations such as a note on the PUD, in the Development Agreement, and in the declarations.

COMMERCIAL USES

The only building currently providing commercial uses for the entire development is in building CM. 3,983 square feet of "ground floor retail commercial" is proposed. This building is located along the eastern portion of the property and is laid out parallel to US550. There are no additional provisions limiting or identifying the allowed uses and this term is quite general. The applicant should evaluate the allowed uses (both by right and through a conditional use permit) listed above within the General Commercial zone district and identify which uses they would like to allow or disallow in the PUD.

PUBLIC ACCESS AREAS

Approximately 11.8% of the project area is slated as public use area. This area includes the river trail, river park, commercial plaza, and the sidewalk from the river to the CM building.

PARKING

A total of 42 parking spaces are provided on the site as identified in the table breaking down uses above. Each parking space is 9'x20' in size, exceeding the required 8'x20' minimum size. The proposed parking appears to meet the minimum requirements and be adequate for the proposed uses. Of note, a rate of 1 space per 250 square feet was used to calculate the required parking for building CM. This is consistent with the general retail parking requirements. If a more intense use such as a restaurant or convenience store go into the CM building, there may be additional parking required. Staff would like to be able to further understand the allowed and prohibited commercial uses so adequate parking can be provided.

ACCESS & INTERNAL CIRCULATION

<u>*HWY550:*</u> The primary access point for this project will be a new point along US550 north of the current access point. This will serve as access to the commercial uses, the 38 residential units, and



Town of Ridgway Riverfront Village PUD April 23, 2021 Page 6 of 8

be the primary access point for Lot 2, Triangle Subdivision which is the parcel south of and adjacent to this project adjacent to US550. While there appear to be access easements adequate to provide accesses to the adjacent lot through the project, there are a lot of easements in this area and additional assessment will be needed to confirm this is the case prior to recording the plat.

<u>Emergency Access</u>: There is a secondary access point to US550 in the area of the current dirt access. This will be an emergency access only and will have a breakaway barrier installed.

<u>Internal Circulation</u>: All internal roadways are privately owned and maintained. The internal roadways are identified as a minimum of 24' which appears to be adequate for residential use. A 15' emergency access easement and gravel access road is provided along the south and east sides of Buildings M3.

UTILITIES

<u>Water Service</u>: Water service will be obtained by connecting to an existing 8" water line south of the property. The 8" line loops through the parcel within the roadways and serves the residential units and commercial buildings. All internal water lines will be service lines which will be owned and maintained by the Association.

<u>Sewer Service</u>: Sewer service will be obtained by connecting to an existing 15" main line south of the property. The 15" sewer main is being extended along the southern property line to serve future growth on the east side of US550. Because of on-going discussion and negotiations, this water line has not been agreed upon between the town and applicant.

The development is being served by an 8" sewer line which will be privately owned and maintained.

EASEMENTS

There are still unresolved issues with various proposed easements which are still being discussed between the applicant and the town. In general, these include an adequate sewer line easement, drainage easements, pedestrian connection easements, access, ingress and egress easements, and sign easements throughout the property.

ARCHITECTURE AND DESIGN

Architectural plans have been submitted in connection with the application. However, only elevations for the residential buildings have been provided and materials, colors and other plans to better evaluate the proposed architecture against minimum town standards are still needed.

LANDSCAPING

A landscape plan has been provided as part of the submittal packet. There are still outstanding comments which have not been adequately addressed associated with maintenance and irrigation system.

SIGNAGE PLAN

A signage plan has not been submitted to date. The applicant stated that this will be submitted at a later date after the PUD is approved so it can reflect the approved PUD standards. While this is a possible approach, it is not preferred as staff would like to review the entire development package holistically to understand how each of the elements are impacted by other provisions of the project.

Furthermore, there are sign easements along US550 which are shared by all businesses in the development which will be the only location for freestanding signage on the property. Staff would like to evaluate the signage plan in conjunction with the landscaping, construction plans, and building elevations and architectural standards.



Town of Ridgway Riverfront Village PUD April 23, 2021 Page 7 of 8

DEVELOPMENT AGREEMENT

A development agreement will be entered into for this project to outline expectations, responsibilities, and various provisions affecting the allowed development of the project.

This is one of the many documents for this project which have overlapping provisions which staff has not had the ability to confirm and verify that there are no contradictions between the agreement, the PUD, and notes on the Preliminary Plat. For example, the Development Agreement discusses shortterm rentals, deed restricted housing, waivers of code requirements, and off-site improvements. With there being so many documents and on-going conversations, staff is not in a position to be able to confirm there are no contradictions or inconsistencies through these documents at this time.

Entering into the Development Agreement will be a separate action made by the Town Council and could occur after the PUD is approved.

COVENANTS

This development will have a common ownership association to manage and maintain the common elements of the project. The common elements of the project include all the internal streets, utility service lines, and open spaces within the project except for the proposed public trail along the western edge of the property. Therefore, covenants have been provided as well as Articles of Incorporation and bylaws of the Association. These documents have been included in the packet for your review.

COMPLIANCE WITH COMPREHENSIVE PLAN

This area is identified as Mixed Use Business in the Town's 2019 Future Land Use Map. The 2019 Master Plan identifies Mixed Use Business as an area where the primary uses should be retail stores, professional offices, commercial services, and restaurants. The identified supporting uses include higher density residential uses and parks and recreational facilities. The characteristics of this area should be to support a range of commercial uses, incorporate bicycle and pedestrian facilities into the development, and provide higher density residential uses above commercial uses or in stand alone buildings. The anticipated densities should be between 12 and 18 units per acre.

There are a number of Goals and Policies which staff cannot at this time recommend are or are not met with this application because of the on-going discussions with the applicant. Specifically, the goals associated with trail connections, walkability, multi-modal options, protecting and strengthening the river corridor, public infrastructure and utilities, and connections to community spaces are a few of the areas which we have not been able to fully analyze based on the on-going discussions with the development team.

STAFF RECOMMENDATION

Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission continue the public hearing to allow Town staff and the applicant to continue working through the outstanding issues which staff does not believe have been adequately addressed. Some of those outstanding issues include, but are not limited to, the following:

- 1. Confirmation and verification that all comments identified in and questions asked in the March 25th comment letter sent to the applicant have been adequately addressed.
- 2. All notes on Sheet 2 of the Riverfront Preliminary Plat of Riverfront Planned Unit Development are consistent with and do not contradict with various other documents such as the development agreement, architectural plans, landscape plans, and civil construction plans.



Town of Ridgway Riverfront Village PUD April 23, 2021 Page 8 of 8

- 3. Access, ingress and egress easements are confirmed throughout the property to accurately represent existing easements, encumbrances, and legal rights of easement holders.
- 4. Provide the Town and the applicant additional time to reach an agreement on the design and installation of the 15" water mainline to be located along the southeastern portion of the property between the subject property and Lots 21 and 3 of Triangle Subdivision.
- 5. The applicant to further coordinate with interested parties such as CDOT and adjacent property owners on project improvements and permitting requirements such as accesses, signage, and permitting requirements.
- 6. For the Town and applicant to reach agreement on whether or not drainage easements are needed on town owned property west of the trail and east of the river as depicted on the Preliminary Plat for Riverfront Village PUD.
- 7. Provide the Town and the applicant time to reach agreement on the alignment and location of the public connections throughout and adjacent to the property.
- 8. Short term rental regulations and deed restricted housing provisions be developed and agreed upon by the applicant and Town.
- 9. The applicant to provide additional engineering detail as required by the RMC and identified in the March 25th review letter.
- 10. The applicant to develop and submit a signage plan for the property and to coordinate that plan with adjacent properties before submitting the signage plan to the Town for review.

ATTACHMENTS

- 1. Application
- 2. Project Narrative
- 3. Authorized Agent Letter
- 4. Traffic Impact Study
- 5. Drainage Study
- 6. Geotechnical Report
- 7. Planned Unit Development Preliminary Plat
- 8. Civil Construction Plans
- 9. Landscape Plans
- 10. Lighting Plans
- 11. Architectural Plans
- 12. AOI, Bylaws, and Declarations
- 13. Development Agreement
- 14. Responses to March 25, 2021 Town Comment Letter





	Official Use Only Receipt #
Planning Commission Hearing Request	Date Received: Initials:
General Information	
Applicant Name JOHN SIMON - OWNER'S ALENT	Application Date 6/18/20
Mailing Address P.O. BOX 2794 TELLURIDE, CO 8143	
Phone Number 970-708-7224 Email jls 2 q.com	
Owner Name ALPINE HOMES - RIDGWAY, LLC	
Phone Number 970-708.7224 Email 115 2 2. com	
Address of Property for Hearing TRIANGLE SUBDIVISION LOT-1	RIDGWAY, CO
Zoning District GENERAL COMMERCIAL UNCOMPANCES FIVER OVER-LAY DISTRICT	

Brief Description of Requested Action

PRELIMINARY PLAT REVIEW OF MIXED USE DEVELOPMENT

Action Requested and Required Fee Payable to the Town of Ridgway

Temporary Use Permit per 7-3-13(C)	\$150.00	Subdivisions per 7-4 unless noted	
Conditional Use per 7-3-14	\$250.00	Sketch Plan	\$300.00 (+ \$10.00/lot or unit)
Change in Nonconforming Use per 7-3-15	\$150.00	Preliminary Plat	\$1,500.00 (+ \$25.00/lot or unit)
Variances & Appeals per 7-3-16	\$250.00	Preliminary Plat resubmittal	\$750.00 (+ \$25.00/lot or unit)
Rezoning per 7-3-17	\$250.00	Final Plat	\$600.00
Other Reviews Pursuant to 7-3-18	\$250.00	Minor Subdivision	\$450.00 (+ \$25.00/lot or unit)
Variance to Floodplain Reg. per 6-2	\$150.00	Lot Split	\$450.00
Master Sign Plan Pursuant to 7-3-12	\$150.00	🔲 Replat	\$150.00 (+ \$25.00/lot or unit)
Deviations from Single Family Design	\$175.00	Plat Amendment	\$250.00
Standards per 6-6		Planned Unit Dev. per 7-3-11	See Preliminary and Final Plat
Other	\$	Statutory Vested Rights per 7-5	\$1,500.00

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.



Attachments Required

For All Applications

Evidence of ownership or written notarized consent of legal owner(s).

Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or

architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17.

For Conditional Use Permits

The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.

Architectural drawings shall include elevations and details of building(s).

For Changes in Nonconforming Use

Description of existing non-conformity.

For Variances

The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

For Rezoning

Legal description, current zoning, and requested zoning of property.

For Subdivisions

All requirements established by Municipal Code Section 7-4.

Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

Applicant Signature

Owner Signature

U|18/20 Date

6/10/20 Date

APPLICATION/NARRATIVE FOR SKETCH PLAN SUBDIVISION AND PUD REVIEW FOR TAVACI VILLAGE LOT 1 TRIANGLE SUBDIVISION

Date: June 18, 2020

Alpine Homes-Ridgway, LLC, a Colorado limited liability company ("**Applicant**") is the current, fee title owner of certain property described on attached <u>Exhibit "A"</u> ("**Subject Property**").

Applicant requests that the Town schedule the Application (described below) for appropriate review and action at a duly noticed public meeting.

A copy of a current title policy showing the vesting of title to the Subject Property in the name of the applicant and a listing of all liens, encumbrances, agreements, easements, other exceptions and Statement of Authority is attached **in part 16:** Civil Drawings G-3 There are no holders of mortgages or deeds of trust whose consent is required to enable Applicant to process this Application. Based upon its review of the Title Policy, the Applicant has determined that there does not appear to be any severed mineral rights that are associated with the Subject Property.

The Subject Property is a generally triangle shaped parcel containing approximately 4.30 acres and is included within the incorporated boundaries of the Town of Ridgway. The Subject Property is depicted on the attached survey, attached as The Subject Property is currently vacant and undeveloped, except for an existing access and certain utilities serving future development on this parcel as well as providing access to development on adjacent property to the south owned by other parties. It is adjacent to and fronts on Highway #550, which is located to the east. The western boundary of the Subject Property sits above and to the east of the Uncompahgre River and is generally situated above the highwater mark of the Uncompahgre River. The Subject Property extends to point to the northerly extent of the parcel and adjoins existing commercial properties to the south. The Subject Property is generally flat and contains only sparse growth of grass.

Applicant is submitting its application for Sketch PUD/Subdivision Review ("**Application**") by the Town of Ridgway ("**Town**"), which is being compiled and will be reviewed in accordance with applicable provisions of the Ridgway Municipal Code ("**Code**"). The Application is for a certain development project ("**Project**") generally described as follows: Mixed Use Project consisting of commercial and residential development to be included in certain new buildings being constructed on the Subject Property. The Subject Property is being subdivided into separate lots and parcels to accommodate the new buildings, infrastructure and open space uses and activities. The layout of the lots and parcels as well as the conceptual placement, mass/scale/height and design of the proposed buildings are as represented in the attached submittal documents.

In furtherance of the Town's submission and review standards provided for in Section 7-4-5 of the Code, the applicant states as follows:

Total number of proposed dwelling units, and maximum occupancy: 38 Residential Dwelling Units, Max Occupancy 176 (88 bedrooms x 2 occupants) of which 4 dwelling units are proposed to be deed restricted.

Affordability: An overriding goal of this project is affordability. Beyond the 4 deed restricted affordable units, the overall project is being designed in a cost effective manner by the Owner and

Project team to meet the needs of the region and community by provide additional local housing within walking distance to the Town's core.

Estimated total number of gallons per day of water system requirements, source of waters to supply subdivision requirements, and proposed dedication of water rights in accordance with existing town ordinances: _16,200 gals/day, calculations attached as Exhibit "C" (Refer to Civil Plans)

Estimated total number of gallons per day of sewage to be treated and means for sewage disposal: Refer to Civil Plans

Availability of electricity, natural gas and other utilities necessary or proposed to serve the subdivision: (Refer to Exhibit K and Civil Plans)

Estimated construction cost and proposed method for financing of the streets and related facilities, water distribution system, sewage collection system, drainage facilitates and such other utilities and improvements as may be necessary: \$1,986,000 Owner financed

Evidence of legal access to the property: As indicated on the survey attached as **Exhibit " E "**, the Subject Property adjoins State Hwy #550. Survey shows access easement to the property and the development team is working through the CDOT access permit process.

The Application includes copies of appropriate plans/drawings/reports in support of the sketch plan which address the following information/conditions:

(1) The property boundaries of the subdivision, north arrow and date. The scale of the sketch map shall not be less than one inch equals two hundred feet. The map shall include the name of the subdivision, name of the county, township, range, section and quarter section. In the case of large subdivisions requiring more than one sheet at such a scale, and index map showing the total area on a single sheet at an appropriate scale shall also be submitted.

(2) A conceptual drawing of the lot and street layout indicating the approximate area and number of individual lots and access to the property.

(3) Provisions for sufficient off-street parking, school bus stops to be approved by the school district, and mail box locations to be approved by the US Postal Service.

PARKING REQUIREMENTS AND SQUARE FOOTAGE OF EACH BUILDING

BUILDING C

COMMERCIAL: 1-STORY 2,000 SF TOTAL RESTAURANT 2,000 SF/ 100 = 20 SPACES 20 SPACES

BUILDING CM

COMMERCIAL-RESIDENTIAL MIXED USE: 2-STORY 7,429 SF GROUND LEVEL 3,983 SF RETAIL COMMERCIAL TOTAL PARKING: 3,983 SF/ 250 16 SPACES UPPER LEVEL RESIDENTIAL (4) 2-BR UNITS AT 861.5 SF AVG. EA. = 3,446 TOTAL PARKING: 2 SPACES PER UNIT 8 SPACES -UNCOVERED 24 SPACES

BUILDING M1 MULTIFAMILY: 2-STORY 9,130 SF + 3,253 SF COVERED PARKING 2 -3 BR UNITS 2 -2 BR UNITS (ONE TYPE A AND ONE TYPE B ANSI ACCESSIBLE UNITS)
4 -1 BR UNITS
COVERED PARKING 10 SPACES
UNCOVERED PARKING 2 SPACES
12 SPACES

BUILDING M2

MULTIFAMILY: 3-STORY 14,153 SF 2 -3 BR UNITS 6 -2 BR UNITS GARAGE 1ST LEVEL 16 SPACES (2 PER UNIT) 4 VISITOR SPACES 20 SPACES

BUILDING M3

MULTIFAMILY: 3-STORY 14,270 SF 2 -3 BR UNITS 6 -2 BR UNITS (ONE TYPE A ANSI ACCESSIBLE UNIT) GARAGE 1ST LEVEL 16 SPACES (2 PER UNIT) 4 VISITOR SPACES 20 SPACES

BUILDINGS D1-D5

TOWNHOME: 2-STORY; 23,695 SF TOTAL (IN 5 BUILDINGS) LIVING 1,836.5 SF (3 BR) + GARAGE 2 CARS 534 SF = 2,369.5 SF EA UNIT 20 SPACES

School Bus Stop:

The development team is working with Shane Ayer at Ridgway School District to finalize location.

Postal Box (Centralized Delivery Unit):

The development team is working with Renee Rexford at USPS to finalize location and size.

(Refer to Architectural Site Plan for more information)

(4) Site problems, poor drainage, flood plain, wetlands or natural and geologic hazards.

The site is currently naturally draining to the north and the proposed project works with the existing drainage and improves upon it by providing detention ponds to slow the drainage before it leaves the site. The Uncompany River borders the western boundary of the site and provides a great opportunity for some riparian restoration along the bank. The floodplain follows the western edge and there are no building proposed within the flood zone. There is a wetland area along the lower bench of the riverbank that is adjacent to the site. The wetlands have a combination of open water, grasses, cattails and willows. For more information see Ecological Characterization Study.

(5) Significant natural and manmade features on the site, such as streams, lakes, natural drainageways; vegetation types including locations of wooded areas; wildlife habitats; scenic corridors; visual impacts; solar access; existing buildings; utility lines and easements; irrigation ditches; bridges and similar physical features; and existing development on adjacent property.

As shown on the civil drawings the project includes manmade detention ponds to slow drainage from the site. The project also has a good portion of the proposed green space along the existing river

corridor to enhance wildlife habitats. Visually the buildings in this project have been staggered and stepped in height to minimize their visual impact. Refer to Civil Plans for more information.

The majority of vegetation on site consists of disturbed and degraded areas with weedy, herbaceous vegetation being dominant throughout. The herbaceous vegetation consists primarily of green rabbitbrush (Chrysothamnus viscidiflorus), spineless horsebrush (Tetradymia canescens), spotted knapweed (Centaurea stoebe), common mullein (Verbascum Thapsus) and bentgrass species (Agrotsis spp.). In addition to this dominant herbaceous stratum, there is a row of 8 narrow leaf cottonwoods (Populus angustifolia) towards the middle of the property and 3 silver buffaloberry (Shepherdia argentea) shrubs scattered throughout. The adjacent property, buffering the Uncompahgre River, is reminiscent of scrubshrub riparian ecosystems, with populations of Geyer willow (Salix geyeriana), Rocky Mountain willow (Salix monticola), sandbar willow (Salix exigua), and smaller narrow leaf cottonwood species that appear to have been planted. These willow populations are found all along the bank of the Uncompahgre River, with more robust populations bordering the property to the north. Throughout the western border of the site, where it is adjacent to the Uncompahgre River and hydrology is favorable, these willow populations can be found in sparse densities.

(6) Demonstrate compatibility with natural features.

The project site has been designed to work with the natural features and to enhance them where possible. Refer to Civil Plans and Landscape Plans for more information. This property sits between the Uncompany River and Hwy 550 on a bench above the water level. The river borders the western boundary of the site and provides a great opportunity for riparian buffer planting along the proposed trail at the edge of the property. The floodplain follows the western edge and there are no buildings proposed within the flood zone. There is a wetland area along the lower bench of the riverbank that is adjacent to the site. The wetlands have a combination of open water, grasses, cattails and willows. For more information see the Ecological Characterization Report.

The majority of vegetation on site consists of disturbed and degraded areas with weedy, herbaceous vegetation being dominant throughout. The herbaceous vegetation consists primarily of green rabbitbrush (Chrysothamnus viscidiflorus), spineless horsebrush (Tetradymia canescens), spotted knapweed (Centaurea stoebe), common mullein (Verbascum Thapsus) and bentgrass species (Agrotsis spp.). In addition to this dominant herbaceous stratum, there is a row of 8 narrow leaf cottonwoods (Populus angustifolia) towards the middle of the property and 3 silver buffaloberry (Shepherdia argentea) shrubs scattered throughout. The adjacent property, buffering the Uncompahgre River, is reminiscent of scrubshrub riparian ecosystems, with populations of geyer willow (Salix geyeriana), rocky mountain willow (Salix monticola), sandbar willow (Salix exigua), and smaller narrow leaf cottonwood species that appear to have been planted. These willow populations are found all along the bank of the Uncompahgre River, with more robust populations bordering the property to the north. Throughout the western border of the site, where it is adjacent to the Uncompahgre River and hydrology is favorable, these willow populations can be found in sparse densities.

The developer is requesting the Town of Ridgway consider a Conditional Use Variance to allow for limited development within the 75' setback per Subsection 7-3-9.6 (D) and (E) of the Ridgway Municipal Code. The proposed encroachment area is shown on the Landscape Site Analysis Plan in the Ecological Characterization Report. The area to be considered for encroachment is highly degraded and consists of fill material, noxious weeds and is currently mostly void of vegetation. To offset impacts, the developer is proposing riparian/native planting along the western edge of the property where degraded riparian habitat currently exists. In addition, the developer proposes a 6' wide crusher fine soft surface walking/biking trail along the western edge of the property which connects to the pedestrian bridge in town. This would significantly increase habitat, provide bank stabilization, improve aesthetics and provide the Town and visitors with a new riverfront experience. Native plants will be used in the site drainage and water quality areas within the project, to help pull in and blend with the riparian character of the river, while also

improving connected habitat. The intent is to be very compatible with the river ecosystem and provide riparian enhancement to what exists currently.

The cultural landscape will consist of low water use, adapted and native plants. The majority of the landscape will be native grasses irrigated for establishment. In more high profile areas, such as the entry, there will be xeric shrub and perennial beds. Riparian plantings adjacent to the proposed trail will provide a transition between the river corridor and the project site, as well as a visual buffer from the river. There will be buffer plantings at the perimeter of the site to help with screening from adjacent properties and the highway. Trees are planted at the edge of parking lots to provide shade. Small lawn areas are provided at a few locations to provide a space for residents to play.

Irrigation for the site's landscape is intended to be provided by an on-site well. The well will fill up underground storage tanks for distribution to the mostly native and xeric plantings. The system will be automated and controlled.

Lighting will focus on being Dark Sky Compliant in accordance with the Town code for appropriate, lowlevel fixtures. Pedestrian scale light posts are proposed that are approximately 12' in height at key intersections for safety. On the residential buildings there are sconces and step lights to keep the light directed downward. There are bollard lights to provide point to point wayfinding at night along the pedestrian pathways. All lighting will be shielded.

Signage location and distribution are shown at a preliminary level. At the current time, the buildings do not have names or tenants so design of signage will follow the Town code in future submittals. The location of a general monument sign, building mounted signs and square footages is shown on the plans for initial intent and code compliance.

(7) Total acreage of the tract. 4.3 acres

(8) Existing and proposed zoning district boundary lines.

The Subject Property is currently classified in the "General Commercial" zone and this application does not propose to change the applicable zoning.

(9) General land use divisions including residential types, commercial, industrial, parks, open space and community facilities, including the proposals' relevance to underlining zoning.

Land Use	Portion of Site	Description	Area (acres)	%
Commercial	Bldg C & CM	Commercial buildings, commercial parking and surrounding area.	1.304 acres	30.3%
Residential	M1, M2, M3& D 1 thru 5	Residential buildings, residential parking and surrounding area	2.996 acres	69.7%
		8		

Land Use Table:

(Refer to Architectural Site Plan and Preliminary Plat of Tavaci Village Planned Unit Development for more information)

(10) Type and layout of all proposed infrastructure including streets, utilities, water and sewer systems, and impact on existing systems. **Refer to Civil Plans** (11) Public use areas proposed to be dedicated to the public, and the purpose of the dedication, and their relationship to existing public use areas.

The Tavaci Village PUD includes a 10' wide non-motorized Public Recreation Trail Easement. This is an extension of the existing walking path along the east bank of the river.. The project also includes public oriented walks and patio at the commercial buildings C and CM intended to encourage casual social gathering and community engagement within the commercial areas.

(12) Existing and proposed land use patterns, including street system, sidewalks, green space, of both the tract proposed for development and immediately adjacent land. **Refer to Civil Plans and Landscape Plans**

(13) Documents required by Section 7-6 of the Ridgway Municipal Code. **Refer to calculations attached as Exhibit "C"**

The Applicant believes that the proposed development, as depicted on the site plan and supporting materials, is consistent with the following town review standards:

(a) Conformance with the master plan and zoning regulations:

ENV Corridor Access; COM -1-5 Distributed Approach; COM-CHR-1: Support vibrant, diverse, safe and well connected neighborhoods; CHR -6: Maintain and enhance Ridgway gateways, entry corridors, and scenic vistas; CHR-7: Develop interconnected systems of parks, trails, open space; CHR 7.2: Trail development; GRO- 1: Manage growth and development in order to maintain Ridgway's small town character, support a diverse community, and create employment opportunities.

The project contains:

1. A diversity of attainable Multi-Family, and Duplex housing units.

2. A significant expansion and an easement of the connection over the river to town with a walkable trail and enhanced river edge for community connections.

3. Sustainable design and construction approaches to energy efficiency meeting applicable IECC guidelines.

- 4. Restoration, enhancement, and preservation of Uncompany River corridor
- 5. Public oriented walkways and patio for community gathering
- 6. Enhanced entry corridor into Ridgway,
- 7. mixed-use for sustainable year-round local economy which all align with the Town's master plan.
- 8. Study area for future potential highway 550 crossing at north corner of site.
- 9. Economic growth with commercial spaces and property management and maintenance opportunities.

The project is located within the General Commercial zoning district with the commercial portion falling within a use by right and we are requesting a variance for multi-family residential as a conditional use.

(b) Relationship of development to topography, soils, drainage, flooding, potential natural hazard areas and other physical characteristics;

The project is along the east bank of the Uncompany river and is fairly flat. The design team has developed a plan based on the Ecological Study to preserve and protect the riverbank and enhance the drainage on the site. See Civil and Landscape plans for more information

(c) Availability of water, means of sewage collection and treatment, access and other utilities and services;

Water to the site will come from two locations to form a looped system. The first location is in the south eastern part of the site and the second location is at the north eastern part of the site. The sanitary sewer is at the south eastern corner of the site. An existing electrical easement runs along the east site of the site and power will be fed from this line. The gas line is also fed from the east side of the site with-in an existing utility easement. See Civil plans for more information

(d) Compatibility with the natural environment, wildlife, vegetation and unique natural features;

The property is a vacant, undeveloped parcel east of the Uncompany River. The proposed development will Restore, Enhance and Preserve the River corridor. Refer to Ecological Study and Landscape Plans.

(e) Public costs, inefficiencies and tax hardships

The town is in great need for a variety of attainable housing and this project will help to fill that need. The location of this site will help promote community connectivity and enhance the public use along the river. We do not see this project creating hardships for the town, we see this project as filling a need.

Respectfully Submitted

Alpine Homes-Ridgway, LLC, a Colorado limited liability company

<u>Exhibit "A"</u> (Description of Subject Property)

LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254, TOWN OF RIDGWAY

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET;

THENCE NORTH 15°16'17" EAST, 169.01 FEET;

THENCE NORTH 12°11'40" EAST, 255.36 FEET;

THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET;

THENCE NORTH 22°06'19" WEST, 60.00 FEET;

THENCE NORTH 25°22'43" WEST, 68.43 FEET;

THENCE NORTH 30°05'32" WEST, 159.64 FEET;

THENCE NORTH 38°54'53" WEST, 43. 57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;

THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING,

ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

	Official Use Only
Authorization of Agent	Date Received: Initials:
Owner(s) Information	
Name(s) Alpine Homes LLC, 6kn B Phone 727. 823. 8161 Email Property Information glenne	Deucer Date 3/6/20
Property Information Email glenne	cantorpartners.com
Property Street Address Triangle Subdivision Property Legal Address: Subdivision Triangle Filing Authorized Agent Information	
Name John Simon	
970-708-7224 11500	Lom
and the second se	

I/we, the undersigned owner/s of the above described real property located in the Town of Ridgway, Colorado, hereby authorize:

Name of Authorized Agent

to act in my/our behalf in applying for the above permits from the Town of Ridgway, as required by existing Town of Ridgway regulations pertaining to zoning, building, encroachment, excavation, and/or utilities.

Property Owner of Record

Property Owner of Record

Property Owner of Record

Date 03/09/2020

Date

Date

Traffic Impact Study

Prepared For:

Ridgway Triangle Site

NW of SH-550 & SH-62

Ridgway, Colorado



April 13, 2020



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1 Executive Summary

This report documents the traffic impact study (Study) for the proposed mixed-use development in Ridgway Colorado, known as the Ridgway Triangle Site (Project). The Project will be located west of SH-550, and just north SH-62 as shown on Figure 1. The traffic study was done in accordance with published guidelines provided by CDOT.

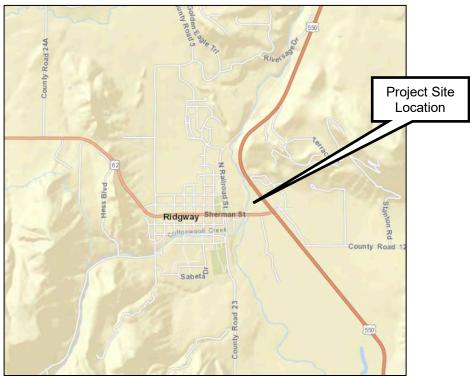


Figure 1 - Project Vicinity Map

The study analyzed the weekday morning and afternoon peak-hours. Analysis years were 2025 (assumed Project build out) and 2045 (20 years after completion). The study area included the following intersections and configurations, as directed by CDOT Region 5.

- Int. #1, SH-550 & Site Access #1 (3-leg, full-movement, stop control for site access)
- Int. #2, SH-550 & SH-62. (4-leg signal control)

Figure 2 shows the proposed Project site plan concept. The Project may be constructed in phases over the next couple years, but this study assumed a single-phase Project to be fully constructed by 2025. The Project will include 38 residential units (10 townhomes & 28 multi-family), 3,200 sf of retail, and 2,000 sf restaurant.

Access to SH-550

There would be two site connections to SH-550. First, the proposed public Site Access would connect directly to SH-550 as far north as possible (MP 103.89 LT). Second, there would be an emergency only site access at the location of the current dispensary access



(MP 103.82 LT). This emergency access is required per Section 7-4-7 (C) (2) of the Ridgway Municipal Code. Please see the first page of the appendix for this section of the code

No Access to SH-62

There is no project frontage on SH-62. However, there is a maintenance access easement on the south side of the property that connects the Project to SH-62. However, the property owner to the south (Bank) is prohibiting use of this easement for non-emergency access. Therefore, there would not be any Site Access to SH-62.



Figure 2 - Project Site Plan Concept



Conclusions

Based on the analysis presented in this report, it appears the proposed mixed-use Project would be successfully incorporated into the existing and future roadway network with one exception. The Permittee should install a northbound left turn deceleration lane on SH-550 to accommodate Project and Dispensary traffic.

Public Site Access on SH-550

- This access should be constructed with 1 inbound lane and 1 outbound lane but should be wide enough to accommodate WB-50 vehicle turning movements.
- A northbound left turn deceleration lane should be constructed on SH-550.
 - Available space: Per CDOT direction, this lane would be installed between the Site Access and the existing southbound left turn lane for the SH-62 intersection. This existing distance is approximately 450-ft.
 - CDOT Turn Lane Criteria For NR-B Hwy at 45 mph:
 - Per Table 4-5 for a "NR-B greater than 40 mph," left turn deceleration lane length should be the deceleration distance
 - Per Table 4-6, the required deceleration distance is 435-ft
 - Therefore, the total required lane length would be 435-ft
 - *Recommendation:* Construct a 435-ft long northbound left turn lane, in the existing painted median area, including the required taper.

Emergency Access on SH-550

• Reconfigure the existing Dispensary access on SH-550 to a gated emergency only access. The Site design should include a paved connection from the site to the Dispensary parking lot so that Dispensary traffic would travel through the Projects site and use the Project access to SH-550

SH-550 & SH-62 Intersection

• Improvements are not recommended as part of project action. Background traffic growth may lead to CDOT consider making some improvements over the next 25 years.

2 **Project Trips**

This section includes Project trip generation, distribution, and assignment to the roadway network.

Project Trip Generation

The study analyzed the weekday morning and afternoon peak-hour periods. Project trip generation forecasts are based on the ITE <u>Trip Generation</u> manual (Tenth Edition). Detailed project trip generation calculations for each land use and condition are provided in the Appendix.

The Project will include:

• 10 townhomes (assume single family residential - LUC 210)



- 28 multifamily apartments low rise (use LUC 220)
- Service Restaurant: 2,000 sf (assume high turnover site down restaurant LUC 932)
- Retail: 3,200 sf (assume Apparel Store LUC 876)

Trip reduction factors were not applied to the trip generation shown below. The types of land uses wouldn't have much internal capture trip reduction or pass-by capture trip reduction.

		W	eekday A	١M	W	eekday Pl	М	Weekday		
Land Use Code & Description	Independent Variable	Peak Hour Rate	In	Out	Peak Hour Rate	In	Out	Daily Rate	In	Out
210 – Single Family Residential (Townhome)	D.U	0.74	25%	75%	0.99	63%	37%	9.44	50%	50%
220 – Multifamily Housing (low Rise)	D.U.	0.46	23%	77%	0.56	63%	37%	7.32	50%	50%
932 - Restaurant	K.S.F.	14.04	57%	43%	17.41	52%	48%	112.18	50%	50%
876 – Apparel Store	K.S.F.	4.8	54%	46%	4.20	50%	50%	66.40	50%	50%

Table 1 – Project Trip Generation Summary

		W	eekday A	١M	W	eekday Pl	M	Weekday			
Land Use Code & Description	Size	Peak Hour Total	In	Out	Peak Hour Total	In	Out	Daily total	In	Out	
210 – Single Family Residential (Townhome)	10	12	3	9	11	7	4	125	62	63	
220 – Multifamily Housing (low Rise)	28	14	3	11	19	12	7	205	103	102	
932 - Restaurant	2	28	16	12	35	18	17	224	112	112	
876 – Apparel Store	32	15	8	7	13	6	7	212	106	106	
Total		69	30	39	78	43	35	766	383	383	

Project Trip Distribution & Assignment

It was assumed that all trips will be made by personal vehicles so modal split was not Necessary.

Diverted Dispensary Traffic

The diverted dispensary traffic is part of the background traffic calculation because it is existing traffic. The background traffic calculations assume the dispensary traffic continues to travel in the same patterns as identified in the traffic count. But none of this is part of the Project Trip Distribution calculation described in this section.

At the Site Access Point

There are two distinct type of land uses proposed for the Project – residential & service/retail. Each of these contribute to the overall Project trip distribution calculation in different ways. Each has its own trip generation (and a percentage of the overall trip generation) and origin/destinations.



- Residential Trips:
 - Based on daily trip generation, this use would equate to 43% of overall project trips.
 - It was assumed that 80% of these trips travel to/from the south on SH-550 for employment, recreation, or shopping purposes. As such, the AM distribution for residential trips would be 80% to the south and 20% to the north. The PM distribution would be 80% from the south and 20% from the north.
- Service/Retail Trips:
 - Based on daily trip generation, this use would equate to 57% of overall project trips.
 - It was assumed that 90% of these trips travel to/from the south on SH-550 because the majority of the population centers that would patronize the service & retail uses are located to the south and west of the Project (Ridgway area). As such, the AM distribution for residential trips would be 90% to the south and 10% to the north. The PM distribution would be 90% from the south and 10% from the north.
- Combined Trips
 - Based on the weighting factors derived from the percentage of daily trips for each category of land use, it was assumed that 86% of the overall Project trips travel to/from the south on SH-550 [(0.57 x 90%) + (0.43 x 80%) = 85.7]. As such, the distribution for Project trips would be 86% to/from the south and 14% to/from the north.

At the Intersection of SH-550 & SH-62

The traffic splits from the recent traffic counts were used to assign Project trips to specific movements at this intersection.



Figure 3 - Project Trip Distribution and Assignment Assumptions (AM)

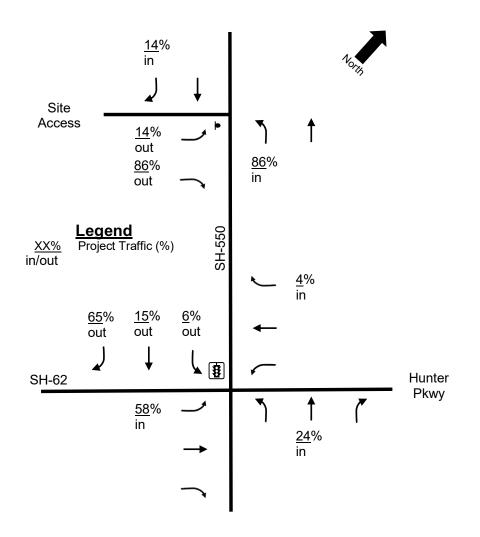
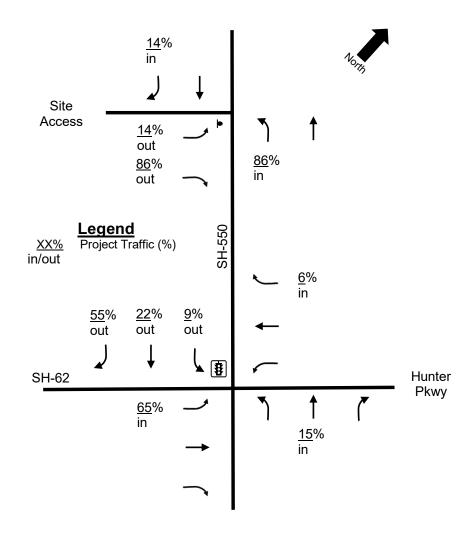




Figure 4 - Project Trip Distribution and Assignment Assumptions (PM)



Project trips for each movement were calculated by multiplying the Project trips by the trip assignment percentages, as shown on the following figure.



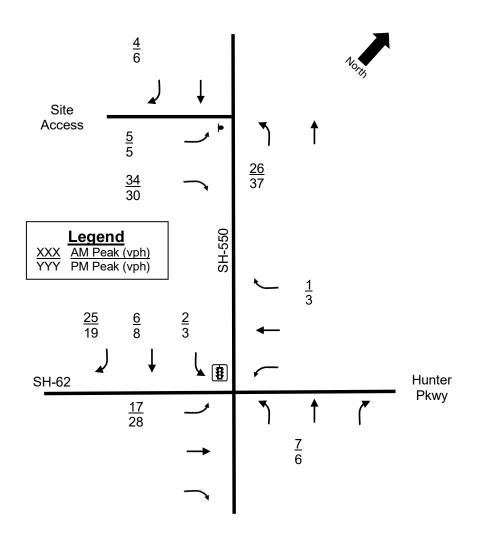


Figure 5 - Project Trips by Movement (AM/PM)

3 Existing Conditions & Future Traffic Volumes

Within the study area, SH-550 is generally a multi-lane paved highway. There are various auxiliary lanes to accommodate turning movements. The existing conditions and characteristics of SH-550 were obtained from CDOT Straight Line Diagrams.

- Access Category: NR-B
- Functional Class: Principal Arterial
- NHS: Yes
- Posted Speed Limit:
 - \circ NB = 45 mph
 - SB transitions from 60 mph to 45 mph right at Project Access Point

The following Figure shows the following lane geometry at the intersection of SH-550 & SH-62. There are not any planned or programmed highway improvements within the study area.



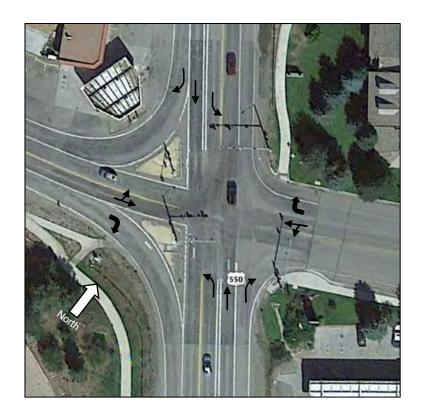


Figure 6 - Existing Intersection of SH-550 & SH-62

3.1 Existing Traffic Volumes (2020)

This section is necessary to describe the traffic counts and the peak season adjustment factor. The existing volumes were the basis for future background traffic calculations. This study does not provide and operational analysis of existing traffic.

Through a separate traffic counting service, TurnKey Consulting obtained peak hour turning movement traffic counts at the intersections in the study area (see Appendix for count summaries). At SH-550 & SH-62, the weekday peak hours were 7:45-8:45 am and 4:45-5:45 pm. The existing through traffic movements at the proposed site access point were derived from this count information at the adjacent existing intersection.

This area of Colorado sees large swings in traffic volumes throughout the year, with a summer peak. Since these traffic counts were obtained in February, it was necessary to adjust the traffic counts upwards to reflect peak season. This was based on a peak season adjustment factor of 1.7, with calculations to support this in the Appendix. This factor was based on a continuous counting station on SH-550, south of Montrose. The Appendix also includes traffic volume calculation tables, which show the existing traffic at each intersection.



3.2 Future Background Traffic Volumes

The background traffic calculation included two factors; the general growth of existing traffic, and trips generated from adjacent dispensary.

Background Traffic Growth

Per the attached CDOT historical traffic data, the 20-year growth factor is 1.18, and the following information was calculated:

- average annual growth rate = 0.83%
- 5-yr growth factor (2020 traffic counts to study year 2025) = 1.04
- 25-yr growth factor (2020 traffic counts to study year 2045) = 1.23

These factors were applied to existing traffic counts to obtain a part of the future background traffic volumes for each of the two analysis years.

Diverted Trips from the Adjacent Dispensary.

The dispensary traffic was counted to understand actual trips rather than trip generation estimates per ITE. The Project effort includes closure of the existing dispensary access and all traffic will be routed through the Project to/from the Project Site Access. So diverted traffic from the dispensary is back of the future background traffic at the Project Site Access.



Figure 7 - Existing Diverted Dispensary Trips at Site Access (AM/PM)

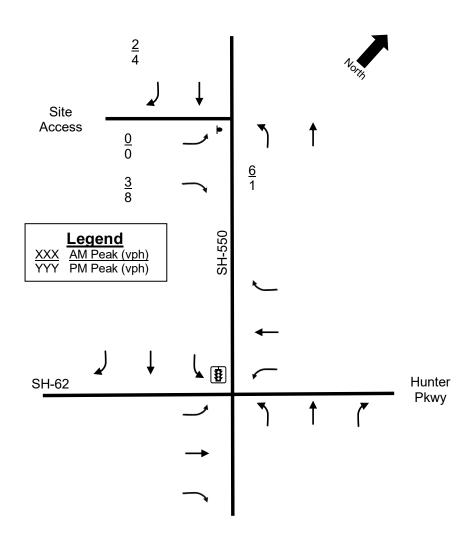
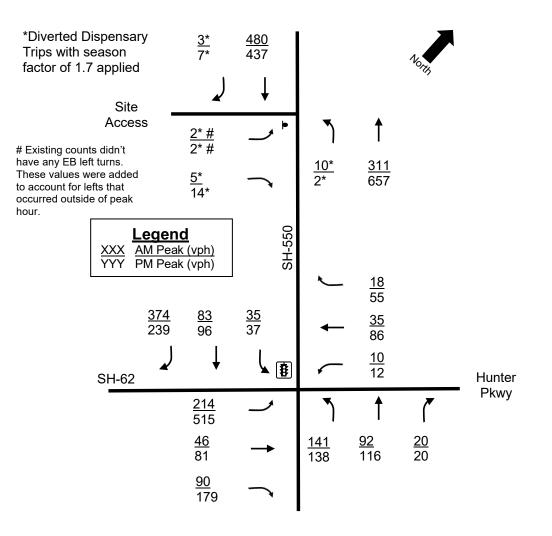




Figure 8 - Future Background Traffic Volumes - 2025 (AM/PM)





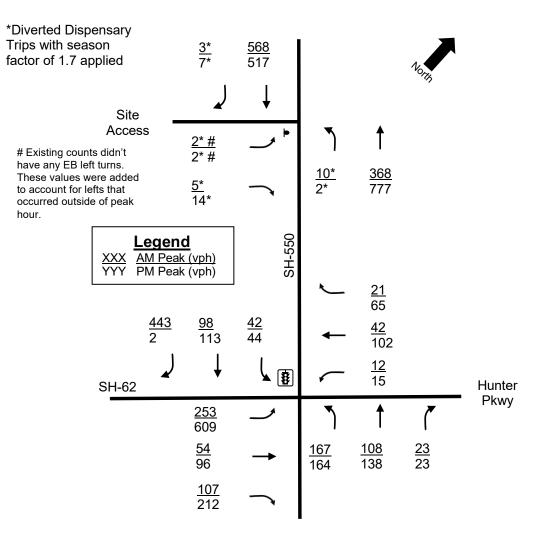


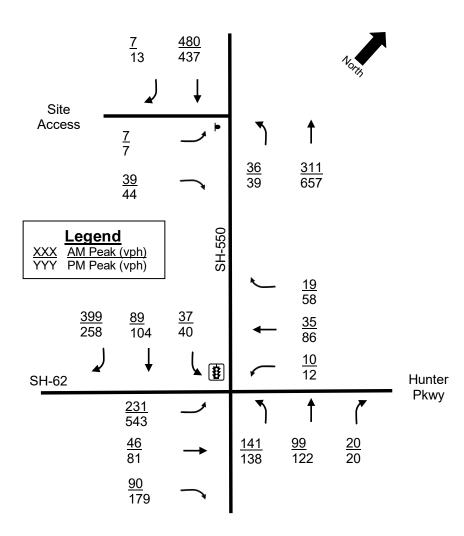
Figure 9 - Future Background Traffic Volumes - 2045 (AM/PM)



3.3 Total Future Traffic Volumes (Background + Project)

Future total traffic is the sum of project trips and background traffic.

Figure 10 - Total Future Traffic Volumes - 2025 (AM/PM)





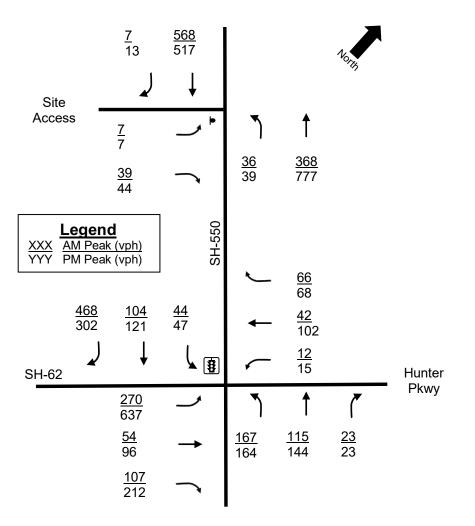


Figure 11 - Total Future Traffic Volumes - 2045 (AM/PM)

4 Peak Hour Safety & Traffic Operations Analysis

This analysis included turn lane warrant evaluations and traffic operations calculations.

4.1 Turn Lane Warrant Evaluation at Site Access Point

The Project Site Access point was evaluated to determine if turn lanes would be warranted to reduce vehicle conflicts points and crash potential. SH-550 has a speed limit of 45 mph, and an access classification NR-B. The following table shows the turn lane warrant analysis. A northbound left turn deceleration lane is required.



Auxiliary Lane	Turning Volume 2045 (VPH)	CDOT Warrant Requirements for NR-B	Lane Warranted Based on Turning Volume?	Lane Justified?
NB Left Turn Deceleration Lane (inbound)	39 (PM)	More than 10 vph when speed more than 40 mph	Yes	Yes
SB Right Turn Deceleration Lane (inbound)	13 (PM)	More than 25 vph when speed more than 40 mph	No	No (see next section also)
EB-NB Left Turn Acceleration Lane (outbound)	7 (PM)	Generally, not required unless safety problem identified, and dependent on a variety of factors	n/a	No (see next section also)
EB-SB Right Turn Acceleration Lane (outbound)	42 (PM)	Generally, not required but dependent on a variety of factors	n/a	No (2 SB lanes south of access)

Table 2 – Site Access Turn Lane Warrant & Design Summary

4.2 Intersection Distance Evaluation

SH-550 is a 4-lane highway at this location with a posted speed limit of 45 (northbound traffic) to 60 mph (southbound traffic). The alignment is straight and has a grade of less than 3% at the Site Access (no grade adjustments necessary). The design vehicle is SU truck. The following table shows the required and observed sight distance for the Project Site access to SH-550, using Colorado State Highway Access Code criteria. The following images show the sight view from this proposed Project Site Access. Adequate intersection sight distance is available in both directions.



Approx	imate Sight Dis	stance	Required Sight Distance	Actual Exceeds Required?
From Existing Site Access to	To North	900-ft	650-ft – Stopping at 60 mph (minimum per AASHTO) 900-ft – Entering At 60 mph (desirable per AASHTO)	Matches
SH-550	To South	To traffic signal and beyond in straight line	400-ft – Stopping at 45 mph (minimum per AASHTO) 675-ft – Entering At 45 mph (desirable per AASHTO)	Yes

Image #1: View to North Along SH-550 from Project Site Access Location







Image #2: View to South Along SH-550 from Project Site Access Location

4.3 Traffic Operations Results

The analysis used the latest version of Synchro Software to evaluate the existing and future traffic operations at the intersections and driveways within the study area. The concept of Level of Service (LOS) is used as a basis for computing combinations of roadway operating conditions and delay, which accommodate various level of traffic activity. By definition, six different LOS are used - A, B, C, D, E, and F. LOS "A" represents free-flow conditions with little to no delay. LOS "E" represents the maximum capacity of an intersection or roadway, where delay and/or congestion are severe.

- The future peak hour factor was 0.92.
- SH-550 has grades less than 3% so grade adjustments will be necessary for calculation of turn lane lengths.
- Per CDOT data, truck percentages will be 6% for all roads in the study area.

Table 4 summarizes intersection and movement operational LOS.



Leastian	Traffic		Year 2	025	Year 2	045
Location	Control	New Lane Geometry	Background	Total	Background	Total
Int #1 SH-550 & Site Access #1 – AM	<u>Unsignalized</u>					
Eastbound	Stop		n/a	В	n/a	В
Northbound		Left Turn Decel Lane	n/a	А	n/a	А
Southbound			n/a	А	n/a	A
Critical Movement Delay (sec)			n/a	11.9 (EB)	n/a	12.9 (EB)
Int #1 SH-550 & Site Access #1 – PM	<u>Unsignalized</u>					
Eastbound	Stop		n/a	В	n/a	С
Northbound		Left Turn Decel Lane	n/a	А	n/a	А
Southbound			n/a	А	n/a	А
Critical Movement Delay (sec)			n/a	13.1 (EB)	n/a	15.0 (EB)
Int #2 SH-550 & SH-62 - AM	<u>Signalized</u>		_	_	_	
Eastbound			D	D	D	D
Westbound			C	С	C	С
Northbound			В	В	В	В
Southbound			A	A	A	A
Overall Intersection LOS & Ave Delay (sec)	0		C (20.1)	C (20.9)	C (23.0)	C (24.2)
Int #2 SH-550 & SH-62 - PM	<u>Signalized</u>		-	_	_	_
Eastbound			E	E	F	F
Westbound			E	F	F	F
Northbound			D	D	D	D
Southbound			C	C	C	C
Overall Intersection LOS & Ave Delay (sec)			D (48.0)	D (54.7)	E (80.1)	E (87.4)

Table 4 – Intersection LOS Summary for Peak Hour Conditions

Figure 12 - Level of Service Summary - 2025 Total Traffic (AM/PM)

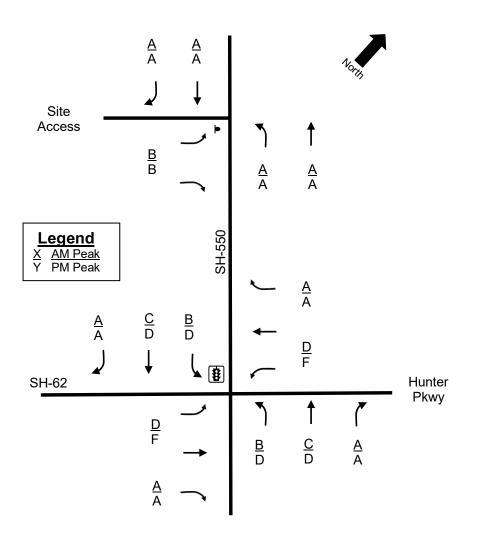
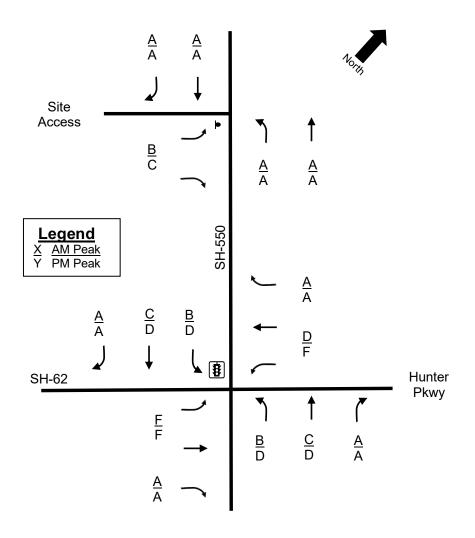




Figure 13 - Level of Service Summary - 2045 Total Traffic (AM/PM)





4.4 Individual Intersection Results & Recommendations

This section describes the recommended geometric improvements and actions resulting from increased background and project traffic.

Int. #1, SH-550 & Site Access

This proposed unsignalized full-movement intersection will have acceptable overall traffic operations in the total traffic analysis periods. A northbound left turn lane is warranted and recommended.

Recommended Improvements with Project Opening

- This access should be constructed with 1 inbound lane and 1 outbound lane but should be wide enough to accommodate WB-50 vehicle turning movements.
- A northbound left turn deceleration lane should be constructed on SH-550. Per CDOT direction, this lane would be installed between the Site Access and the existing southbound left turn lane for the SH-62 intersection. There may not be enough space for the northbound turn lane to meet CDOT's criteria for deceleration distance. If so, then a CDOT Design Waiver would be required as part of the highway design process.
- The existing Dispensary access on SH-550 should be closed to the public and made an emergency only access as part of Project Site Access construction. The Site design should include a paved connection from the site to the Dispensary parking lot so that Dispensary traffic would travel through the Projects site and use the Project access to SH-550.

Int. #2, SH-550 & SH-62

Improvements are not recommended at this intersection with Project Opening. Project traffic is a very small percentage of total traffic.

This is currently a 4-leg signal-controlled intersection. The traffic operations analysis was based on CDOT Synchro files provided by CDOT. The overall intersection would have acceptable traffic operations (LOS D or better) through the year 2025. However, the PM peak hour operations go to LOS F by the year 2045, in the summer peak season. There are likely some changes to the CDOT Synchro model that would improve these results for this isolated intersection. Specifically, the signal timing and phasing plan could be changed, and the two free-flow right turn lanes (eastbound & southbound) could be modeled as free-flow (currently modeled as yield condition).

The critical movement is the eastbound left turn, which experiences very high traffic volumes in the PM peak periods during summer peak flow. This study estimates that there would be over 600 vph making the left turn by the summer of 2045, which is twice the volume of 300 vph (general criteria for considering a second eastbound left turn lane). There are two receiving lanes on the north leg of the intersection so CDOT could consider making this improvement when warranted in the future.



5 CDOT Access Permitting Considerations

The State Highway Access Code requires CDOT access permitting for new access connections. A CDOT access permit will be necessary for:

- the proposed public Site Access connection to SH-550. The permitted traffic volume should be 101 vph (DHV) at milepost 103.89 LT. The Permittee would be the current property owner.
- the proposed private Emergency Access connection to SH-550. The permitted traffic volume should be 0 vph (DHV) at milepost 103.82 LT. The Permittee would be the current property owner.

6 Conclusions

Based on the analysis presented in this report, it appears the proposed mixed-use Project would be successfully incorporated into the existing and future roadway network with one exception. The Permittee should install a northbound left turn deceleration lane on SH-550 to accommodate Project and Dispensary traffic.

Public Site Access on SH-550

- This access should be constructed with 1 inbound lane and 1 outbound lane but should be wide enough to accommodate WB-50 vehicle turning movements.
- A northbound left turn deceleration lane should be constructed on SH-550.
 - Available space: Per CDOT direction, this lane would be installed between the Site Access and the existing southbound left turn lane for the SH-62 intersection. This existing distance is approximately 450-ft.
 - CDOT Turn Lane Criteria For NR-B Hwy at 45 mph:
 - Per Table 4-5 for a "NR-B greater than 40 mph," left turn deceleration lane length should be the deceleration distance
 - Per Table 4-6, the required deceleration distance is 435-ft
 - Therefore, the total required lane length would be 435-ft
 - *Recommendation:* Construct a 435-ft long northbound left turn lane, in the existing painted median area, including the required taper.

Emergency Access on SH-550

 Reconfigure the existing Dispensary access on SH-550 to a gated emergency only access. The Site design should include a paved connection from the site to the Dispensary parking lot so that Dispensary traffic would travel through the Projects site and use the Project access to SH-550

SH-550 & SH-62 Intersection

• Improvements are not recommended as part of project action. Background traffic growth may lead to CDOT consider making some improvements over the next 25 years.





Local Gov't Requirements for Emergency Access

CDOT Traffic & Hwy Data

Project Trip Generation Estimates

Project Trip Distribution & Assignment Calculations

Existing Intersection Turning Movement Count Summaries

Background Traffic Calculations

Intersection Operational Analysis



7-4-7

Ridgway Municipal Code

and approved them as completed in accordance with the final plat, other plans and applicable Town specifications.

(5) The subdivider shall be responsible for the costs to correct and repair any defect in any improvements due to materials or workmanship which appears for a period of 1 year from the date of approval of completion of any improvement, or such later date as provided in any Subdivision Improvements Agreement. As-built plans shall be submitted upon completion with the request for inspection and approval.

(6) No lot may be sold in any subdivision nor may any building, occupancy or other permit be issued if a breach of the improvements agreement occurs until such breach is remedied.

(C) (1) Prior to or at the time of submitting any final plat for any subdivision or planned unit development (or an amendment or replat thereof), the subdivider or subdivider shall submit, for review and approval by Town of Ridgway Planning and Zoning Commission, a written statement from a recognized weed control expert certifying that the subject real property is then free of all "noxious plants" (as such term is defined by C.R.S. 35-5.5-103(16). Alternately, if any such noxious plants are then determined to be present upon the subject property, the subdivider or subdivider shall submit for such review and approval a written plan for the abatement of such noxious plants. The approved plan shall be incorporated into an overall subdivision improvements agreement and the subdivider or subdivider shall remain individually responsible for the implementation thereof for a period of not less than two years unless a shorter period is expressly provided for in the subdivision improvements agreement.

(2) The foregoing requirements shall be in addition to ordinary weed control requirements imposed upon all landowners by the provisions of Chapter 12 of the Ridgway Town Code.

7-4-7 DESIGN STANDARDS.

(A) All subdivisions shall conform to the minimum design standards of, this Section. The Town Council may allow deviation from these standards if it determines that unusual topography or a hardship exists, or that alternative standards will more effectively protect the quality of the subdivision and the public welfare, or more effectively achieve the purposes of these Subdivision Regulations.

(B) All subdivisions shall be developed in accordance with the Town's Master Plans, Zoning Regulations, Flood Plain Regulations, and other applicable Town ordinances, regulations and specifications.

(C) Streets, Alleys, Lots and Blocks:

(1) All streets and alleys shall be constructed and designed in accordance with Town Street and Road Specifications.

(2) All lots shall have access to a street connected to the public street system. In order to ensure access by emergency service responders, any new subdivision street system must be connected by at least two separate routes to the state highway system. (Ord 07-2007)

(3) Access to any public highway under the jurisdiction of the State Department of Highways shall be subject to the provisions of the State Highway Access Code.

(4) Driveways and street access shall be subject to Subsection 14-5-15(B) of the

CDOT Traffic & Hwy Data



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-		R-A: Regional Highway			60	88		4100	15	0.25	1.07	It may appear that intrimation is missing from the straight line stagram. If so, reduce the number of milestpage and re-submit the request
103 From 103 To 104 A Ramps	- Underpass	CLASSIFICATION Access Control	Functional Class	NHS Designation	NB Primary Speed Limit	S B Secondary Speed Limit	TRAFFIC	AADT	DHV	Peak Truck Percentage	Year 20 Factor	lt may appoar that interm

DocuSign Envelope ID: 2C82ED12-E163-42D8-AF60-AE98B06FDD5C stations. Click the magnifying glass icon in front of a station to see count data below.

Export to Excel (/otis/API/TRANSYS/GetAadtsByRouteRefs/550B/103/104/true/true.csv)

	Station ID	Route	Start	End	Desc	ription	AADT	Year	Single Unit	Comb Trucks		20 Year Factor	DHV	DVMT	DD
4	105584	550B	98.026	103.388	ON SH 550 & CR 9Z, PC	NW/O CR 23 ORTLAND	4,100	2018	140	70	5.1	1.07	15	21,644	58
4	105585	550B	103.388	103.702	ON SH 550 MAIN ST, RI	SW/O SH 62, DGEWAY	5,100	2018	170	140	6.2	1.2	15	1,586	58
-	105586	550B	103.702	105.433	ON SH 550 62, MAIN ST	NW/O SH , RIDGEWAY	7,700	2018	230	180 (5.3	1.18	11	13,675	57
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Route Start End Length AADT Year			ar 20 Year Factor	했다. 영상 도망가 귀엽이 먹었다?			jected Proje ADT Single			Combi	Projected Combined Trucks		18 Kip ESALs		

ON SH 550 NW/O SH 62, MAIN ST, RIDGEWAY (Station Id: 105586)

- · Daily (#daily-tab)
- Monthly Summaries (#monthly-tab)
- Annual (#annual-tab)

07/24/2019 🗘

Data is only available on select dates for Short Duration sites.

Export to Excel (/otis/API/TRANSYS/GetDailyTrafficVolumeForStationByDay/105586/false/2019-7-24.csv) View Entire Month (/otis/TrafficData/GetDailyTrafficVolumeForStationByMonth/105586/false/2019/7)

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 P = Primary direction S = Secondary direction C = Combined traffic counts
 Counts
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Annual data is only available for continuous sites.

Click here (https://dtdapps.coloradodot.info/staticdata/Downloads/TrafficDataBase/) to download current and historical CDOT traffic databases as either Excel (.xlsx) or compressed Access (.zip)

OTIS	Online Weinsporteittor Information System	

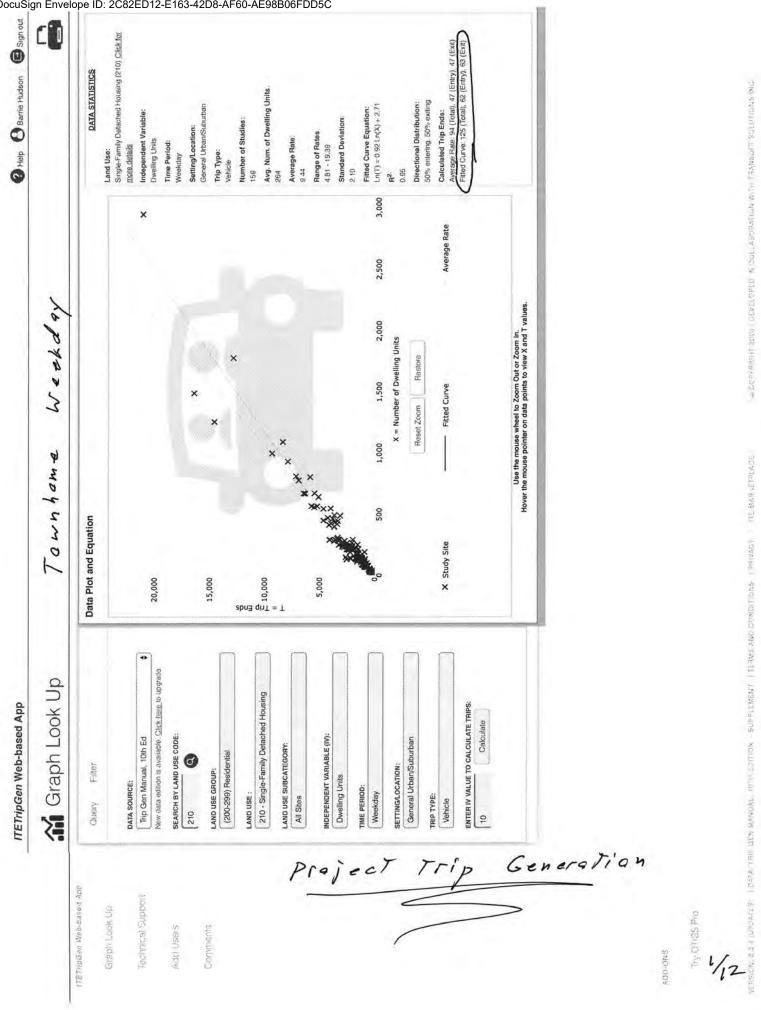
(/otis/)

- Contact Us (/otis/Home/ContactUs) Sign In (/otis/Account/LogOn)
- CDOT Home (https://www.codot.gov)
- (https://www.facebook.com/coloradodot)
 - (https://twitter.com/ColoradoDOT)

TIS - Ridgway Triangle Site

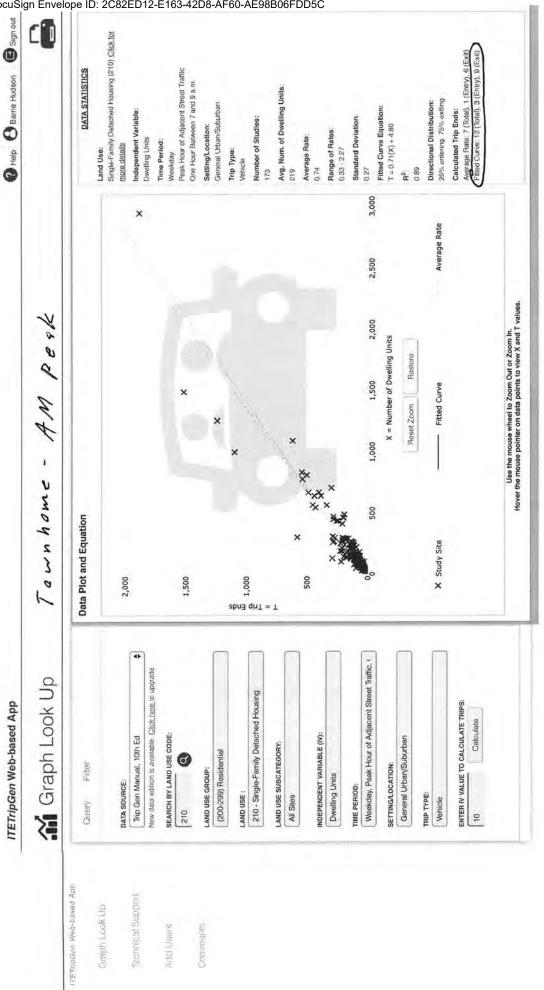
Project Trip Generation Estimates





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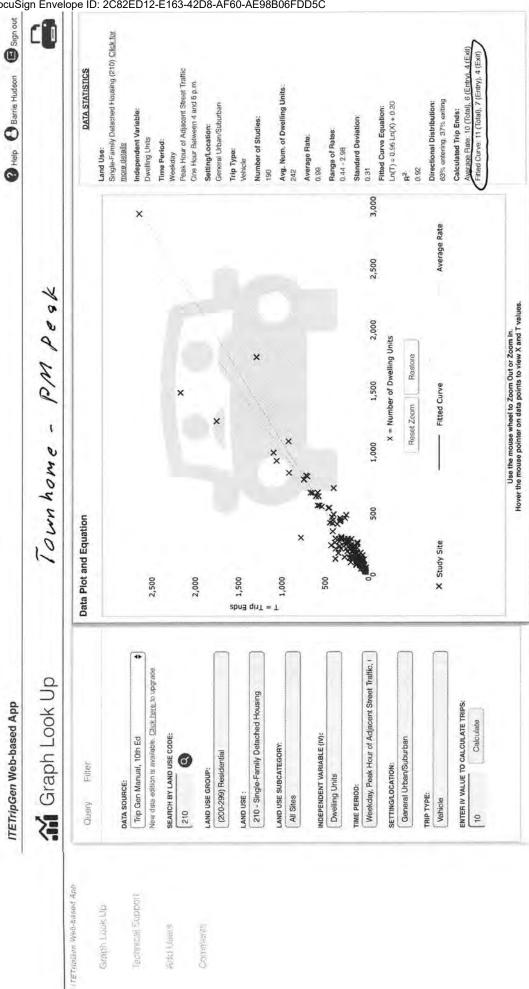


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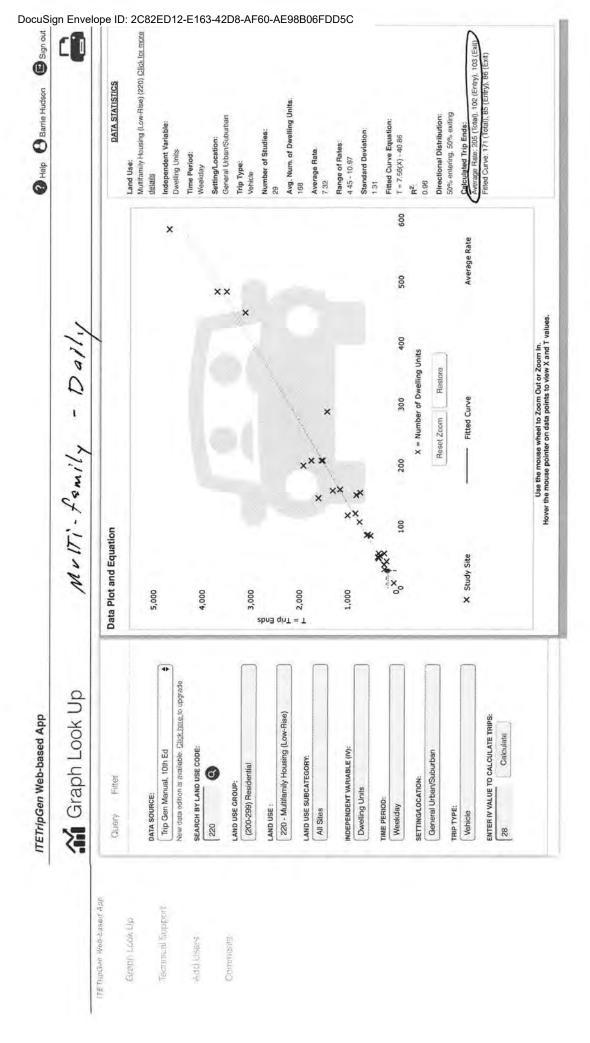
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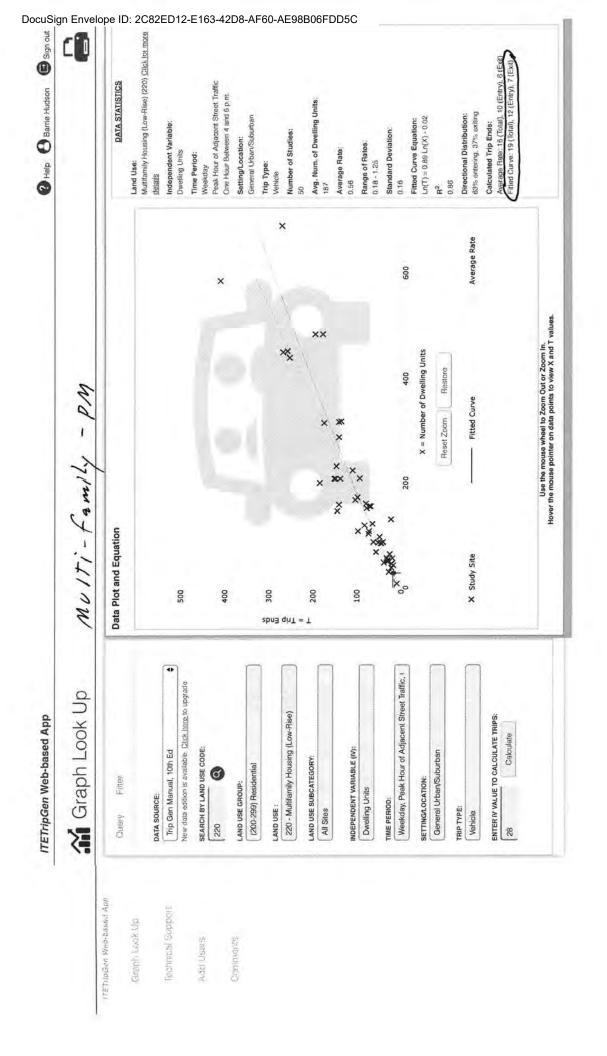
A COPSHIGHT 2020 DEVELOPER IN COLLABORATION WITH THANSOFT SCINITIONS INC.

CIAPTI LOOK UP	10 Ulli-tamily -	AM		
Query Filter	Data Plot and Equation			DATA STATISTICS
DATA SOURCE.				Land Use: Muntfamily Housing (Low-Rise) (220) <u>Click for more</u> details
Trip Gen Manual, 10th Ed				Independent Variable: Duvation Linke
New data adition is available. Clark hane to upprade	300			Shine Burnan
SEARCH BY LAND USE CODE:				Weekday Peak Hour of Adjacent Street Traffic
LAND USE GROUP:		×××		Setting/Location:
(200-299) Residential		* >	*	General UrbarvSuburban
LAND USE :		< **	¢	Trip Type: Vehicle
220 - Multifamily Housing (Low-Rise)	qinT ×			Number of Studies:
LAND USE SUBCATEGORY:	×			42 Ann Minn of Curoffing Halter
All Sites	Total Action of the second sec			Avg. Num, or uwening unus.
INDEPENDENT VARIABLE (IV):	**************************************			Average Rate: 0.46
Dwelling Units	*****			Range of Rates: 0.18 - 0.74
TIME PERIOD:	××××××			Standard Deviation:
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SETTINGLOCATION:	X = Number of Dwelling Units			Fitted Curve Equation: Ln(T) = 0.55 Ln(X) - 0.51
General Urban/Suburban	Reset Zoom	Restore		B ² .
TRIP TYPE:		and the second se		0.90
Vehicle	X Study Site	Average Rate	ate	Directional Distribution: 23% entering, 77% exiting
ENTER IV VALUE TO CALCULATE TRIPS.				Catculated Trip Ends: Average Rate: 13 (Total), 3 (Entry), 11 (Exit Fitted Curve: 14 (Total), 3 (Entry), 11 (Exit)
	Use the mouse wheel to Zoom Out or Zoom In. Hover the mouse pointer on data points to view X and T values.	i Out or Zoom In. Is to view X and T values.		

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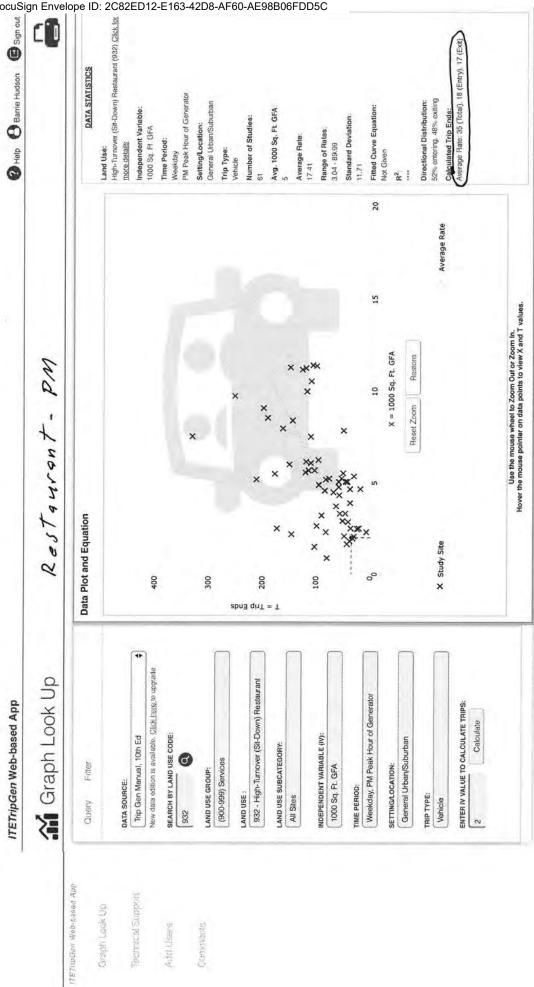
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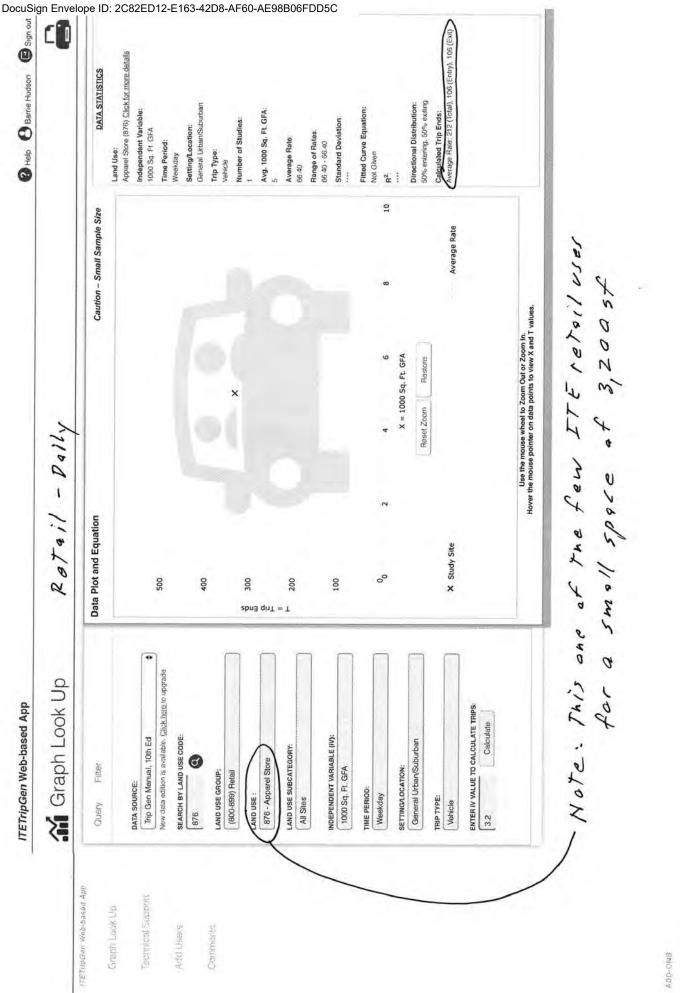
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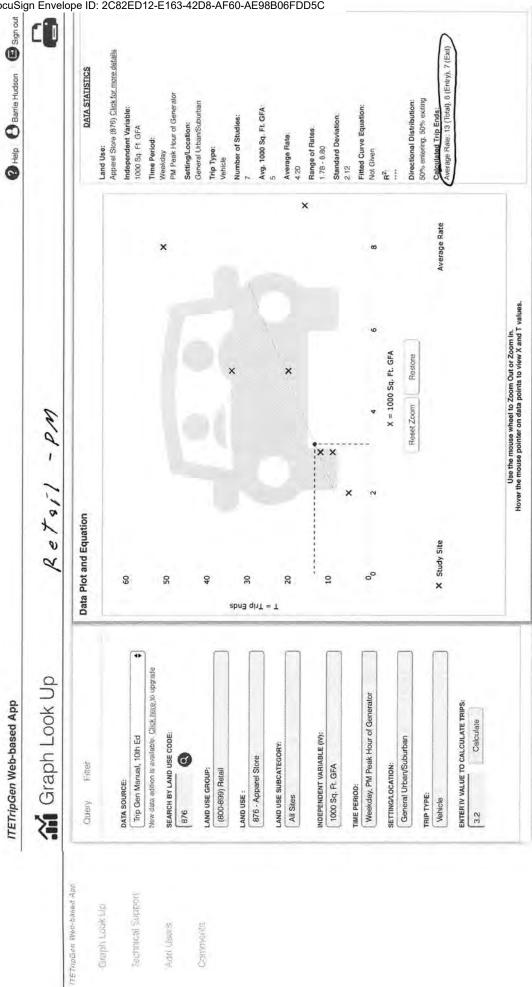
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🔐 Graph Look Up	Retail - AM		
Query Fritter	Data Plot and Equation	Caution – Small Sample Size	DATA STATISTICS
DATA SOURCE:	40		Land Use: Apparel Store (875) <u>Chick for more details</u> Independent Variable:
Trip Gen Manual, 10th Ed			1000 Sq. Ft. GFA
New data odition is available. Latek have to upgrade SEARCH BY LAND USE CODE:			Time Period: Weekday
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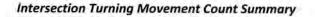
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TIS - Ridgway Triangle Site

Project Trip Distribution & Assignment Calculations







Project: Location: **Ridgway CO** EB/WB Road: SH 62 NB/SB Road: SH 550

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Intersection & 2

Count Date: 2/19/2020

APX

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8:45 32 9 19 0 1 12 6 0 18 9 1 0 5 11 43 0 16 Totals 191 41 88 0 8 45 19 0 137 76 13 0 42 87 416 0 116 Peak Hr 121 26 51 0 6 20 10 0 80 52 11 0 42 87 416 0 116 Peak Hr 121 26 51 0 6 20 10 0 80 52 11 0 20 47 212 0 58 76 13 0 42 87 416 0 118 77 20 8 24 39 0 131 36 0 138 17 2 0 8 24 39 0 213 47 2 0 8 24 39 0 213 17 17 17 17	8:30	31	4	11	0	2	5	5	0	20	18	C 1 2 3	1.000		1 22	1.1.1.1.1.1		1.00
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Intersection Peak Hour: 7.45-8.45 AM Intersection Peak Hour: 7.45-8.45 AM Imme SH 62- (EB) SH 62- (WB) SH 550- (NB) SH 550- (SB) Tot Imme SH 62- (EB) SH 62- (WB) SH 550- (NB) SH 550- (SB) Tot 4000 47 12 22 0 5 9 8 0 18 17 2 0 8 24 39 0 211 4:30 53 9 16 3 7 5 0 17 21 0 2 16 0 213 0 13 9 0 19 10 3 0 4 17 57 0 214 14 1 0 6 20 37 0 214 14 1 0 6 20 37 0 214 14 10 0 2 16 0 23 13 0 13 13 0 23 13 13 0 23 0 23 24 0	Totals	191	41	88	0	8	45	19	0	137	76	13	0	42	87	416	0	
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	Peak Hr	121	26	51	0	6	20	10	0	80	52	11	0	20	47	212	0	65
Intersection Peak Hour: 7:45-8:45 Intersection Peak Hour: 7:45-5:45 Intersection Peak Hour: 7:45-5:45 Intersection Peak Hour: 7:45-5:45 In								10		00	52	1 11						-
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	Inters	ection Pe	ak Hour:	7	:45-8:45	AM							67.1					-
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	_							-						arely				
$\frac{4:00}{4:15} \frac{47}{12} \frac{12}{22} \frac{2}{20} \frac{1}{5} \frac{5}{9} \frac{1}{9} \frac{8}{8} \frac{1}{13} \frac{1}{9} \frac{1}{9} \frac{1}{13} \frac{1}{13} \frac{1}{9} \frac{1}{13} \frac{1}{13} \frac{1}{9} \frac{1}{13} \frac{1}{13} \frac{1}{13} \frac{1}{9} \frac{1}{13} $	Contraction of the	Left			RTOR	left			RTOP	1cft		1	PTOP	169			DTOP	1.15
$\begin{array}{cccccccccccccccccccccccccccccccccccc$		-	-	-		_	_		_	-		-						-
$\begin{array}{cccccccccccccccccccccccccccccccccccc$		1.1.2.1.1		1 C C C	2.1	S 11	1.2.2		1.1.1.1.1.1	1.200	11 A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A	1.1	1.1.2.1.1	1.1.2		1.00	1.1.2	1.5.3
$\frac{4:45}{5:00} \frac{76}{79} \frac{12}{13} \frac{15}{20} \frac{1}{3} \frac{5}{7} \frac{7}{0} \frac{14}{14} \frac{14}{14} \frac{1}{10} \frac{0}{6} \frac{6}{20} \frac{37}{37} \frac{0}{200} \frac{200}{37} \frac{14}{14} \frac{14}{14} \frac{1}{10} \frac{1}{10} \frac{14}{14} \frac{1}{10} \frac{1}{10} \frac{1}{10} \frac{14}{14} \frac{1}{10} \frac{1}{10} \frac{1}{10} \frac{14}{14} \frac{1}{10} \frac{1}{$	1.000	1.000		12524		and the second	100		1.1.1.2.2.1.1.1	101.4			1.122.11		1.200	100.41	1.1.1.1.1.1.1	1.000
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	1 3 CDA 11	1221	120.14	11 P. C. 11	1.1.1.1.1.1.1	1.		100.00	1.1. October 1	1.1.1			112.01					
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	5:00	79			_			-									1	
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	5:15	75	16	21	0	2	The second	1.1.1	10 C - C - C	1	00.00	11.7.57.11		1.000	1000	Contract 1		
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	5:30	61	5	40	0	1	17	6	1.		A COMPANY OF A		1.1.1.1.1.1			1.222	1.1.1	
Peak Hr 291 46 101 0 7 49 31 0 78 66 11 0 21 54 135 0 890 Intersection Peak Hour: 4:45-5:45 PM EB WB NB SB Total A a ward Sphit (a/a for //a 10/31 36/87 a = 212/279 7.9 7.6 To south 10/31 AM/PM 438 87 155 210 8 a = 217/279 17.7 a 10/31 AM/PM AM/PM AM/PM AM/PM a = 21/210 10/31 10/31 36/87 36/87 36/87	5:45	48	5	17	0	0	8	5	0	13	10000		0			1.2.2.	1.	
Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM EB WB NB SB Total Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:45-5:45 PM Intersection Peak Hour: 4:48 87 15:5 210 8:58 Intersection Peak Hour: 4:17 10:41 10:41 10:41 10:41 4:43 4:	Totals	486	81	185	0	16	86	58	0	145	122	17	0	37	125	301	0	165
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	Peak Hr	291	46	101	0	7	49	31	0	78	66	11	0	21	54	135	0	89
$\frac{438}{438} = \frac{3}{155} = \frac{1}{210} = \frac{1}{10} = \frac{1}$				4:	45-5:45	PM	1.11	-	~				-	-				-
$L = \frac{21/210}{312/262} = \frac{26^{-76}}{121/291} = \frac{1}{26/46} + \frac{10/31}{4} = \frac{36/87}{20/49}$								27	18	Ň				120	07	100	1	
$L = \frac{21/210}{312/262} = \frac{26^{-76}}{121/291} = \frac{1}{26/46} + \frac{10/31}{4} = \frac{36/87}{20/49}$	boun	d ;	plit	10%	for .	lesur	mp SI	2) 8	3/ 3	1				430	0/	155	210	0
	r = 47/ L = 20 = 13:	279 1279 5/210 1210 1210	- 10-	16	121/	291 🕳		↓ 212/ 135 J	47/ 54 ↓	20/ 21		10/	31					
	r = 54, L = 21,		198/	438 -	+	101 -	1		\$		F	6/	7	5//	78			
er split (ero for enterlyssite) 7 1 r	L = 21/				51/	101 -	5	'n ,	≉ 1	r	-	6/	7	57/	78			
EBL = 121/22 = 67°0 Prom sett 0 52 E	L = 21/				51/	101	1		★ 1 52/		<u>د</u>	6/	7	577	78			
EBL = 12/183 = 67° Prom Sett & B I E	L = 21/ L = 21/ EBL =	117 (s =	r en 67°	51/	101	1	1 4	A† 52/ 66		-	6/	7	37	78			
$\frac{11}{10} = \frac{121}{103} = \frac{11}{100} + \frac{11}{100} = \frac{11}{100} + \frac{11}{100} = 1$	L = 21/ L = 21/ EBL = VBR =	117 (* 124/18) 52/18 10/18	-10 fo 3 = 13 =	r ex 67 ° ~ 28 ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	51/	101	1	1 4	★ 143/1		ر	6/	7	377	78			
EBL = 12/183 = 67° Prom Sector 2 52 1 1 18T = 52/183 = 28"	L = 21/ L = 21/ EBL = IBT = VBR = EBL =	117 (* 1248; 52/18 10/18 291/	-10 fo 3 = 17 = 13 = 13 =	r en 67° 28° 5° 67°	51/	101	1	1 4	★ 143/155		<u>-</u>	6/	7	21/	78			

TIS - Ridgway Triangle Site

Existing Intersection Turning Movement Count Summaries



DocuSign Envelope ID: 2C82ED12-E163-42D8-AF60-AE98B06FDD5C

1 va Kfue count summaries

Intersection Turning Movement Count Summary

Project: Location: **Ridgway CO** EB/WB Road: Access -Dilpsasary CONSULTING EI

Counted by: APX Count Date: 2/19/2020

Time	2	Acces	s - (EB)			A	- (WB)			SH 550) - (NB)	_	1	SH 55	0 - (SB)		Total
AM	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Volum
7:00	0	0	0	0	0	0	0	0	0	17	0	0	0	77	0	0	94
7:15	0	0	0	0	0	0	0	0	0	21	0	0	0	73	0	0	94
7:30	0	0	0	0	0	0	0	0	0	20	0	0	0	68	0	0	88
7:45	0	0	1	0	0	0	0	0	1	36	0	0	0	93	1	0	132
8:00	0	0	0	0	0	0	0	0	1	49	0	0	0	54	0	0	104
8:15	0	0	1	0	0	0	0	0	0	40	0	0	0	54	1	0	96
8:30	0	0	1	0	0	0	0	0	4	51	0	0	0	71	0	0	127
8:45	0	0	0	0	0	0	0	0	0	48	0	0	0	66	2	0	116
Totals	0	0	3	0	0	0	0	0	6	282	0	0	0	556	4	0	851
	0	0	5	1.00	0	0	0		10	299	0		0	462	3		-
Peak Hr	0	0	3	0	0	0	0	0	6	176	0	0	0	272	2	0	459
					-				-				EB	WB	NB	SB	Total
Interse	ction Pe	ak Hour:	7	:45-8:45	АМ							(I	3	0	182	274	459
Time		Access	5 - (EB)		1	A	- (WB)			SH 550) - (NB)			SH 550	0 - (SB)		Total
PM	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Volum
4:00	0	0	4	0	0	0	0	0	1	74	0	0	0	71	1	0	151
4:15	0	0	2	0	0	0	0	0	1	85	0	0	0	79	1	0	168
4:30	0	0	1	0	0	0	0	0	0	80	0	0	0	64	2	0	147
4:45	0	0	4	0	0	0	0	0	0	99	0	0	0	59	1	0	163
5:00	0	0	1	0	0	0	0	0	0	108	0	0	0	45	0	0	154
	1.2.1		- 1	0	Ó	0	0	0	0	94	0	0	0	49	0	Ö	146
5:15	2	0	1	U	U	U.				24	U	U.	U	45	U		140
5:15 5:30 5:45	2 0 2	0	0	0	0	0	0	0	1	90	o	0	o	56	1	Q	148

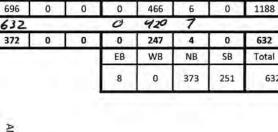
A

Peak Hr Intersection Peak Hour:

Totals

4:15-5:15

PM



$$\begin{array}{c} 8 \end{array} \end{array}$$

1/2

Ridgway CO





Counted by: APX

Count Date: 7/10/2020

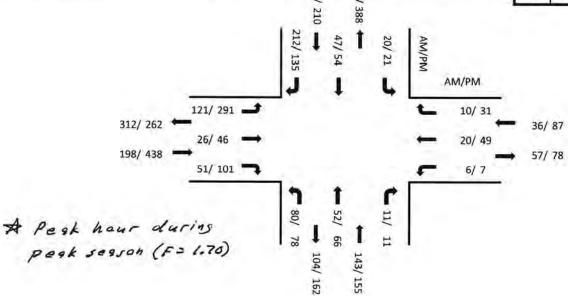
FB/WB Road: SH 62

0

Project:

Location:

Time	1.11	SH 63	2 - (EB)		T	-SH-G	2 - (WB)			SH 55	0 - (NB)	1.		SH 55	0 - (SB)		Tota
AM	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Volun
7:00	12	1	6	0	0	6	0	0	10	5	0	0	7	12	54	0	113
7:15	12	2	3	0	0	2	1	0	14	5	0	0	5	6	59	0	109
7:30	14	3	9	0	1	5	2	0	15	5	1	0	5	11	48	0	119
7:45	25	8	14	0	2	12	2	0	19	10	3	0	8	7	75	0	185
8:00	35	6	18	0	2	1	2	0	24	12	1	0	3	12	44	0	160
8:15	30	8	8	0	0	2	1	0	17	12	2	0	3	11	40	0	134
8:30	31	4	11	0	2	5	5	0	20	18	5	0	6	17	53	0	177
8:45	32	9	19	0	1	12	6	0	18	9	1	0	5	11	43	0	166
Totals	191	41	88	0	8	45	19	0	137	76	13	0	42	87	416	0	1163
	206	44	87		10	34	17		136	88	19		34	80	360		
	100	74	0.		10				120	00	11			0 -	200		
Peak Hr	121	26	51	0	6	20	10	0	80	52	11	0	20	47	212	0	656
Peak Hr	-		-	0	The state of the s			0	-			0	-	-		0 SB	
	121		51	0 :45-8:45	6			0	-			0	20	47	212		656 Total 656
Interse	121	26 ak Hour:	51 7		6	20	10	0	-	52	11	0	20 EB	47 WB 36	212 NB 143	SB	Tota 656
	121	26 ak Hour:	51		6	20	10 2 - (WB)	0 RTOR	-	52	11 D - (NB)	0 RTOR	20 EB	47 WB 36 SH 55	212 NB 143 0 - (SB)	SB 279	Tota 656 Tota
Interse Time	121 ction Pe	26 ak Hour: SH 62	51 7 2 - (EB)	:45-8:45	6 AM	20 	10	RTOR	80 Left	52 SH 550 Thru	11 D - (NB) Right	RTOR	20 EB 198 Left	47 WB 36 SH 55 Thru	212 NB 143 0 - (SB) Right	SB 279 RTOR	Tota 656 Tota Volum
Interse Time PM	121 ction Pe	26 ak Hour: SH 62 Thru	51 7 2 - (EB) Right	:45-8:45 RTOR	6 AM Left	20 SH 6 Thru	10 2 - (WB) Right		80	52 SH 550	11 D - (NB)		20 EB 198	47 WB 36 SH 55	212 NB 143 0 - (SB)	SB 279	Tota 656 Tota Volum
Interse Time PM 4:00	121 ction Pe Left 47	26 ak Hour: SH 62 Thru 12	51 7 2 - (EB) Right 22	:45-8:45 RTOR 0	6 AM Left 5	20 SH 6 Thru 9	10 2- (WB) Right 8	RTOR 0	80 Left 18	52 SH 550 Thru 17	11 0 - (NB) Right 2	RTOR Q	20 EB 198 Left	47 WB 36 SH 55 Thru 24	212 NB 143 0 - (SB) Right 39	SB 279 RTOR 0	Tota 656 Tota Volum 211
Interse Time PM 4:00 4:15	121 ction Pe Left 47 47	26 ak Hour: SH 62 Thru 12 9	51 2 - (EB) Right 22 29	:45-8:45 RTOR 0 0	6 AM Left 5 1	20 <u>SH 6</u> Thru 9 13	10 A- (WB) Right 8 9	RTOR 0 0	80 Left 18 19	52 SH 550 Thru 17 10	11 D - (NB) Right 2 3	RTOR 0 0	20 EB 198 Left 8 4	47 WB 36 SH 55 Thru 24 17	212 NB 143 0 - (SB) Right 39 57	SB 279 RTOR 0 0	Tota 656 Tota Volum 211 218 193
Interse Time PM 4:00 4:15 4:30 4:45 5:00	121 ction Pe Left 47 47 53 76 79	26 ak Hour: SH 62 Thru 12 9 9 12 13	51 7 2 - (EB) Right 22 29 16	:45-8:45 RTOR 0 0 0 0 0	6 AM Left 5 1 3 1 3	20 SH 6 Thru 9 13 7 5 14	10 Right 8 9 5	RTOR 0 0	80 Left 18 19 17	52 SH 550 Thru 17 10 21	11 0 - (NB) Right 2 3 0	RTOR 0 0 0	20 EB 198 Left 8 4 2	47 WB 36 SH 55 Thru 24 17 16	212 NB 143 0 - (SB) Right 39 57 44	SB 279 RTOR 0 0 0	Tota 656 Volum 211 218 193 208
Interse PM 4:00 4:15 4:30 4:45 5:00 5:15	121 ction Pe Left 47 47 53 76 79 75	26 ak Hour: SH 62 Thru 12 9 9 12 13 16	51 7 2- (EB) Right 22 29 16 15 25 21	:45-8:45 RTOR 0 0 0 0 0 0 0	6 AM <u>Left</u> 5 1 3 1 3 2	20 <u>SH 6</u> Thru 9 13 7 5 14 13	10 Right 8 9 5 7	RTOR 0 0 0 0	80 Left 18 19 17 14 21 22	52 SH 550 Thru 17 10 21 14	11 D- (NB) Right 2 3 0 1	RTOR O O O	20 EB 198 Left 8 4 2 6	47 WB 36 SH 55 Thru 24 17 16 20	212 NB 143 0 - (SB) Right 39 57 44 37	SB 279 RTOR 0 0 0 0	Tota 656 Tota Volum 211 218
Interse PM 4:00 4:15 4:30 4:45 5:00 5:15 5:30	121 ction Pe Left 47 47 53 76 79 75 61	26 ak Hour: SH 62 Thru 12 9 9 12 13 16 5	51 7 (EB) Right 22 29 16 15 25 21 40	845-8:45 RTOR 0 0 0 0 0 0 0 0 0	6 AM Left 5 1 3 1 3 2 1	20 <u>SH 6</u> Thru 9 13 7 5 14 13 17	10 A- (WB) Right 8 9 5 7 14 4 6	RTOR 0 0 0 0 0 0 0 0	80 Left 18 19 17 14 21 22 21	52 SH 550 Thru 17 10 21 14 17 13 22	11 - (NB) Right 2 3 0 1 3 4 3	RTOR 0 0 0 0 0 0 0 0	20 EB 198 Left 8 4 2 6 5 5 5 5 5	47 WB 36 SH 55 Thru 24 17 16 20 8 11 15	212 NB 143 0 - (SB) Right 39 57 44 37 30 36 32	SB 279 RTOR 0 0 0 0 0	Tota 656 Volum 211 218 193 208 232 222 228
Interse PM 4:00 4:15 4:30 4:45 5:00 5:15	121 ction Pe Left 47 47 53 76 79 75 61 48	26 ak Hour: 5H 62 Thru 12 9 9 12 13 16 5 5 5	51 7 (EB) Right 22 29 16 15 25 21 40 17	:45-8:45 RTOR 0 0 0 0 0 0 0	6 AM <u>Left</u> 5 1 3 1 3 2	20 <u>SH 6</u> Thru 9 13 7 5 14 13 17 8	10 Right 8 9 5 7 14 4 6 5	RTOR 0 0 0 0 0 0	80 Left 18 19 17 14 21 22	52 SH 550 Thru 17 10 21 14 17 13	11 - (NB) Right 2 3 0 1 3 4	RTOR 0 0 0 0 0 0	20 EB 198 Left 8 4 2 6 5 5 5	47 WB 36 SH 55 Thru 24 17 16 20 8 11	212 NB 143 0 - (SB) Right 39 57 44 37 30 36	SB 279 RTOR 0 0 0 0 0 0 0	Tota 656 Volum 211 218 193 208 232 222
Interse PM 4:00 4:15 4:30 4:45 5:00 5:15 5:30 5:15 5:30 5:45 Totals	121 ction Pe Left 47 47 53 76 79 75 61 48 486	26 ak Hour: 5H 62 Thru 12 9 9 12 13 16 5 5 81	51 7 (EB) Right 22 29 16 15 25 21 40 17 185	845-8:45 RTOR 0 0 0 0 0 0 0 0 0	6 AM Left 5 1 3 1 3 2 1 0 0 16	20 SH 6 Thru 9 13 7 5 14 13 17 8 86	10 Right 8 9 5 7 14 4 6 5 58	RTOR 0 0 0 0 0 0 0 0	80 Left 18 19 17 14 21 22 21 13 145	52 SH 550 Thru 17 10 21 14 17 13 22 8 122	11 - (NB) Right 2 3 0 1 3 4 3 1 17	RTOR 0 0 0 0 0 0 0 0	20 EB 198 Left 8 4 2 6 5 5 5 5 5	47 WB 36 SH 55 Thru 24 17 16 20 8 11 15 14 125	212 NB 143 0 - (SB) Right 39 57 44 37 30 36 32	SB 279 RTOR 0 0 0 0 0 0 0 0 0	Tota 656 Volum 211 218 193 208 232 222 228
Interse PM 4:00 4:15 4:30 4:45 5:00 5:15 5:30 5:45 Totals	121 ction Pe Left 47 47 53 76 79 75 61 48 486 79 75 61 48 486 79	26 ak Hour: 5H 62 Thru 12 9 9 12 13 16 5 5 81 78	51 7 (EB) Right 22 29 16 15 25 21 40 17 185 /72	:45-8:45 RTOR 0 0 0 0 0 0 0 0 0	6 AM Left 5 1 3 1 3 2 1 0 16 <i>/2</i>	20 SH 6: Thru 9 13 7 5 14 13 17 8 86 83	10 Right 8 9 5 7 14 4 6 5 5 8 5 8 3 3	RTOR 0 0 0 0 0 0 0 0 0	80 Left 18 19 17 14 21 22 21 13 145 //37	52 SH 550 Thru 17 10 21 14 17 13 22 8	11 - (NB) Right 2 3 0 1 3 4 3 1	RTOR 0 0 0 0 0 0 0 0	20 EB 198 Left 8 4 2 6 5 5 5 5 2	47 WB 36 SH 55 Thru 24 17 16 20 8 11 15 14	212 NB 143 0 - (SB) Right 39 57 44 37 30 36 32 26	SB 279 RTOR 0 0 0 0 0 0 0 0 0 0	Tota 656 Volum 211 218 193 208 232 222 228 147
Interse PM 4:00 4:15 4:30 4:45 5:00 5:15 5:30 5:15 5:30 5:45 Totals	121 ction Pe Left 47 47 53 76 79 75 61 48 486	26 ak Hour: 5H 62 Thru 12 9 9 12 13 16 5 5 81	51 7 8 7 8 7 7 7 7 7 7 7 7 7 7 7 7 7	:45-8:45 RTOR 0 0 0 0 0 0 0 0 0 0 0 0 0	6 AM Left 5 1 3 1 3 2 1 0 16 <i>/2</i> 7	20 SH 6 Thru 9 13 7 5 14 13 17 8 86	10 Right 8 9 5 7 14 4 6 5 58	RTOR 0 0 0 0 0 0 0 0 0	80 Left 18 19 17 14 21 22 21 13 145	52 SH 550 Thru 17 10 21 14 17 13 22 8 122	11 - (NB) Right 2 3 0 1 3 4 3 1 17	RTOR 0 0 0 0 0 0 0 0	20 EB 198 Left 8 4 2 6 5 5 5 5 5 2 2 37	47 WB 36 SH 55 Thru 24 17 16 20 8 11 15 14 125	212 NB 143 0 - (SB) Right 39 57 44 37 30 36 32 26 301	SB 279 RTOR 0 0 0 0 0 0 0 0 0 0	Tota 656 Volum 211 218 193 208 232 222 228 147



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TIS – Ridgway Triangle Site

Background Traffic Calculations



CALYR	JANCOUNT	ANCOUNT FEBCOUNT	MARCOUNT APRCOUNT	APRCOUNT	MAYCOUNT JUNCOUNT	JUNCOUNT	JULCOUNT	AUGCOUNT	SEPCOUNT	OCTCOUNT	OCTCOUNT NOVCOUNT DECCOUNT	DECCOUNT
2019	6,624	6,660	6,869	7,149	8,192	10,571	11,737	11,137	10,642	8,396	6.982	6.766
2010	5,097	5,215	5,572	5,367	6,557	8,365	9,217	8,768	8,235	6,639	5,298	5,195
2009	5,429	5,644	5,791	5,583	6,846	8,368	9,539	8,789	8,273	6.477	5.419	5.190
2008	5,365	5,602	6,077	5,955	6,905	8,397	9,021	8,783	8,092		5.738	5.263
2007	5,568	5,808	6,375	6,218	7,198	8,706	9,595	9,196			6.269	5,316
2006	5,535	5,981	6,029	6,158	7,227	8,561	9,307	8,750			6.006	5,633
2005	5,261	5,595	5,924	662'5	7,006	8,583	9,462	8,840	8,197	ľ	6.007	5.743
2004	5,119	5,277	6,043	5,892	6,961	8,413	9,262	8.750	8.445	6.720	5,544	5 741
2003	5,064	4,932	5,379	5,415	6,712	8,243		9,107	8,084	6.945	5,310	5 347
2002	4,901	5,159	5,392	5,692	6,772	8,060	8,672	7,432	7,615	6.367	5.250	5,162
Totals	53,963	55,873	59,451	59,228	70,376	86,267	94,991	89,552	84,486	69,459	57.823	55.356
% of Peak (July)	57%	29%	63%	62%	74%	91%	100%	94%	89%	73%	61%	58%
Peak Adj Factor	1.76	1.70	1.60	1.60	1.35	1.10	1.00	1.06	1.12	1.37	1.64	177
		7										

CDOT Monthly Traffic Volumes - Station 222 on US-550B from MP 117.047 to MP 122.511, SW of Vernal Road

Note: years 2011 thru 2018 did not have data for every month so they were excluded

Calculation af Peak Segson Adjustment factor

1/1

TIS - Ridgway Triangle Site

Intersection Operational Analysis



Intersection Int Delay, s/veh 1

Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configuration	is 🀴		7	1	Y	
Traffic Vol, veh/h	480	7	36	311	7	39
Future Vol, veh/h	480	7	36	311	7	39
Conflicting Peds, #	/hr 0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	220	-	0	-
Veh in Median Stor	rage0#	# -	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	6	2	2	6	2	2
Mvmt Flow	522	8	39	338	8	42

Major/Minor I	Major	1	Major2	Minor1		
Conflicting Flow A	All 🛛	0	0 530	0 942	265	
Stage 1		-		- 526	-	
Stage 2		-		- 416	-	
Critical Hdwy		-	- 4.13	- 6.63	6.93	
Critical Hdwy Stg		-		- 5.83	-	
Critical Hdwy Stg		-		- 5.43	-	
Follow-up Hdwy		-	-2.219	- 3.5193	.319	
Pot Cap-1 Maneu	iver	-	- 1035	- 276	734	
Stage 1		-		- 558	-	
Stage 2		-		- 665	-	
Platoon blocked,		-	-	-		
Mov Cap-1 Mane			- 1035	- 266	734	
Mov Cap-2 Mane	uver	-		- 266	-	
Stage 1		-		- 558	-	
Stage 2		-		- 640	-	
Approach	S	Ξ	NW	NE		
HCM Control Dela	ay, s	0	0.9	11.8		
HCM LOS				В		

Minor Lane/Major Mvm	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	579	1035	-	-	-
HCM Lane V/C Ratio	0.086	0.038	-	-	-
HCM Control Delay (s)	11.8	8.6	-	-	-
HCM Lane LOS	В	Α	-	-	-
HCM 95th %tile Q(veh)	0.3	0.1	-	-	-

Intersection							
Int Delay, s/veh	0.8						
Movement	SET	SER	NWL	NWT	NEL	NER	ł
Lane Configurations	s 👫		٦	1	Y		
Traffic Vol, veh/h	437	13	39	657	7	44	ŧ
Future Vol, veh/h	437	13	39	657	7	44	ŧ
Conflicting Peds, #/	hr 0	0	0	0	0	0)
Sign Control	Free	Free	Free	Free	Stop	Stop)
RT Channelized	-	None	-	None	-	None	e
Storage Length	-	-	220	-	0	-	-
Veh in Median Stora	age0#	ŧ _	-	0	0	-	-
Grade, %	0	-	-	0	0	-	-
Peak Hour Factor	92	92	92	92	92	92	2
Heavy Vehicles, %	6	2	2	6	2	2	2
Mvmt Flow	475	14	42	714	8	48	z

Major/Minor	Maj	or1	Ma	jor2	Mi	nor1					
Conflicting Flow	N All	0	0	489	0 '	1280	245				
Stage 1		-	-	-	-	482	-				
Stage 2		-	-	-	-	798	-				
Critical Hdwy		-	- 4	4.13	-	6.63	6.93				
Critical Hdwy S		-	-	-	-	5.83	-				
Critical Hdwy S		-		-		5.43	-				
Follow-up Hdw			- 2.	219		.5193	3.319				
Pot Cap-1 Man	neuver	-	- 1	072	-	170	756				
Stage 1		-	-	-		588	-				
Stage 2		-	-	-	-	442	-				
Platoon blocke		-	-		-						
Mov Cap-1 Ma	neuve	r -	- 1	072	-	163	756				
Mov Cap-2 Ma	neuve	r -	-	-	-	163	-				
Stage 1		-	-	-	-		-				
Stage 2		-	-	-	-	425	-				
Approach		SE		NW		NE					
HCM Control D				0.5		13				 	1
HCM LOS	elay,	50		0.5		B					
						D					
Minor Lane/Ma	ijor Mv	/m N l	ELn1 N	IWL	NWT	SET	SER				

Capacity (veh/h)	504	1072	-	-	-	
HCM Lane V/C Ratio	0.11	0.04	-	-	-	
HCM Control Delay (s)	13	8.5	-	-	-	
HCM Lane LOS	В	А	-	-	-	
HCM 95th %tile Q(veh)	0.4	0.1	-	-	-	

Intersection						
Int Delay, s/veh	0.9					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	s 👫		7	1	Y	
Traffic Vol, veh/h	568	7	36	368	7	39
Future Vol, veh/h	568	7	36	368	7	39
Conflicting Peds, #/	'hr 0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	220	-	0	-
Veh in Median Stora	age0#	+ -	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	6	2	2	6	2	2
Mvmt Flow	617	8	39	400	8	42

Major/Minor	Maj	or1	Ma	ajor2	M	inor1				
Conflicting Flow	w All	0	0	625	0	1099	313			
Stage 1		-	-	-	-	621	-			
Stage 2		-	-	-	-	478	-			
Critical Hdwy		-	-	4.13	-	6.63	6.93			
Critical Hdwy S		-	-	-	-	5.83	-			
Critical Hdwy S		-		-	-	5.43	-			
Follow-up Hdw		-		.219		3.519				
Pot Cap-1 Mar	neuver	-	-	954		221	684			
Stage 1		-	-	-		499	-			
Stage 2		-	-	-	-	623	-			
Platoon blocke		-	-		-					
Mov Cap-1 Ma			-	954		212	684			
Mov Cap-2 Ma	neuve	r -	-	-		212	-			
Stage 1		-	-	-	-	499	-			
Stage 2		-	-	-	-	597	-			
Approach		SE		NW		NE				
HCM Control E)elay, s	s 0		0.8		12.8				
HCM LOS	-					В				

Minor Lane/Major Mvmt	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	511	954	-	-	-
HCM Lane V/C Ratio	0.098	0.041	-	-	-
HCM Control Delay (s)	12.8	8.9	-	-	-
HCM Lane LOS	В	Α	-	-	-
HCM 95th %tile Q(veh)	0.3	0.1	-	-	-

Intersection							
Int Delay, s/veh	0.8						
Movement	SET	SER	NWL	NWT	NEL	NER	2
Lane Configurations	s 👫		٦	+	Y		
Traffic Vol, veh/h	517	13	39	777	7	44	ł
Future Vol, veh/h	517	13	39	777	7	44	ŧ
Conflicting Peds, #/	hr 0	0	0	0	0	0)
Sign Control	Free	Free	Free	Free	Stop	Stop)
RT Channelized	-	None	-	None	-	None	9
Storage Length	-	-	220	-	0	-	-
Veh in Median Stora	age0#	ŧ -	-	0	0	-	-
Grade, %	0	-	-	0	0	-	-
Peak Hour Factor	92	92	92	92	92	92	2
Heavy Vehicles, %	6	2	2	6	2	2	2
Mvmt Flow	562	14	42	845	8	48	2

Major/Minor	Maj	or1	Ma	ajor2	M	inor1			
Conflicting Flow	v All	0	0	576	0	1498	288		
Stage 1		-	-	-	-	569	-		
Stage 2		-	-	-	-		-		
Critical Hdwy		-	-	4.13		6.63	6.93		
Critical Hdwy S		-	-	-	-	5.83	-		
Critical Hdwy S	•	-	-	-		5.43	-		
Follow-up Hdw		-		.219		3.5193			
Pot Cap-1 Man	leuver	-	-	995	-	123	709		
Stage 1		-	-	-	-	531	-		
Stage 2		-	-	-	-	383	-		
Platoon blocke		-	-		-				
Mov Cap-1 Ma			-	995	-	118	709		
Mov Cap-2 Ma	neuve	r -	-	-	-	118	-		
Stage 1		-	-	-	-	531	-		
Stage 2		-	-	-	-	367	-		
Approach		SE		NW		NE			
HCM Control D	elay, s	s 0		0.4		14.9			
HCM LOS						В			

Minor Lane/Major MvmNELn1 NWL NWT SET SER										
Capacity (veh/h)	420	995	-	-	-					
HCM Lane V/C Ratio	0.1320).043	-	-	-					
HCM Control Delay (s)	14.9	8.8	-	-	-					
HCM Lane LOS	В	Α	-	-	-					
HCM 95th %tile Q(veh)	0.5	0.1	-	-	-					

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	500	-	~	*	2.5	25-53-52	4	×	ب			`
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		र्स	7		र्स	1	ሻ	†	1	ሻ	↑	7
Traffic Volume (vph)	214	46	90	10	35	18	35	83	374	141	92	20
Future Volume (vph)	214	46	90	10	35	18	35	83	374	141	92	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1721	1524	0	1773	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.730			0.989		0.692			0.652		
Satd. Flow (perm)	0	1308	1524	0	1773	1524	1240	1792	1524	1169	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			170			170			407			158
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	283	98	0	49	20	38	90	407	153	100	22
Turn Type	Perm	NA	Perm	Split	NA		pm+pt			pm+pt	NA	Perm
Protected Phases	1 01111	8	i onn	4	4	i onn	pm pt 1	6	1 01111	5 pin pt	2	1 01111
Permitted Phases	8	Ŭ	8	•	•	4	6	Ū	6	2	-	2
Detector Phase	8	8	8	4	4	4	1	6	6	5	2	2
Switch Phase	0	0	0	т	т	т	•	U	U	U	2	-
Minimum Initial (s)	10.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	15.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	30.0	30.0	30.0	12.0	12.0	12.0	11.0	37.0	37.0	11.0	37.0	37.0
	33.3%		33.3%	13.3%	13.3%	13.3%		41.1%		12.2%	41.1%	
Maximum Green (s)	25.0	25.0	25.0	7.0	7.0	7.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
. ,	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lost Time Adjust (s)			5.0			5.0		6.0	6.0			
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0			6.0	6.0	6.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	4.0	4.0	4.0	2.0	2.0	2.0	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	2.5	2.5	2.5	0.2	0.2	0.2	0.2		0.2	0.2	0.2	0.2
Time Before Reduce (s)		20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	5.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0	_	0	0		0	0
Act Effct Green (s)		21.9	21.9		7.1	7.1	34.4	29.4	29.4	37.1	34.3	34.3
Actuated g/C Ratio		0.26	0.26		0.09	0.09	0.42		0.36	0.45	0.41	0.41
v/c Ratio		0.82	0.19		0.32	0.07	0.07	0.14	0.51	0.27	0.13	0.03
Control Delay		49.3	1.2		44.3	0.5	13.9	21.5	4.9	16.4	20.5	0.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		49.3	1.2		44.3	0.5	13.9		4.9	16.4	20.5	0.1
LOS		D	А		D	A	В	С	Α	В	С	А

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Lane Group	EBL EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay	36.9			31.6			8.3			16.6	
Approach LOS	D			С			А			В	
Queue Length 50th (ft)	143	0		26	0	11	35	0	49	39	0
Queue Length 95th (ft)	#266	5		62	0	29	70	61	88	76	0
Internal Link Dist (ft)	540			590			1581			959	
Turn Bay Length (ft)		475			160	675		1000	250		275
Base Capacity (vph)	400	584		152	286	544	680	831	557	768	743
Starvation Cap Reductn	0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.71	0.17		0.32	0.07	0.07	0.13	0.49	0.27	0.13	0.03
Intersection Summary											
Area Type: O	ther										
Cycle Length: 90											
Actuated Cycle Length: 8	32.7										
Natural Cycle: 80											
Control Type: Actuated-L	Incoordinated										
Maximum v/c Ratio: 0.82											
Interportion Signal Dolov	· 20 1		1.	atorooat	ion I OS	· C					

Intersection Signal Delay: 20.1 Intersection Capacity Utilization 57.6%

Analysis Period (min) 15

Intersection LOS: C ICU Level of Service B

95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 5: US 550 & SH 62/Hunter Pkwy

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115	37 s	12.8	30 s	
◆ 105	¥ Ø6			
11 s	37 s			

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		د	1		र्स	1	7	1	1	7	†	1
Traffic Volume (vph)	231	46	90	10	35	19	37	89	399	141	99	20
Future Volume (vph)	231	46	90	10	35	19	37	89	399	141	99	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1721	1524	0	1773	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.727			0.989		0.687			0.648		-
Satd. Flow (perm)	0	1303	1524	0	1773	1524	1231	1792	1524	1162	1792	1524
Right Turn on Red	-		Yes	-		Yes			Yes			Yes
Satd. Flow (RTOR)			170			170			434			158
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	301	98	0	49	21	40	97	434	153	108	22
Turn Type	Perm	NA	Perm	Split	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	8	•	8			4	6	-	6	2	_	2
Detector Phase	8	8	8	4	4	4	1	6	6	5	2	2
Switch Phase	•	•	-			•		-	•	-	_	_
Minimum Initial (s)	10.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	15.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	30.0	30.0	30.0	12.0	12.0	12.0	11.0	37.0	37.0	11.0	37.0	37.0
		33.3%		13.3%	13.3%	13.3%		41.1%			41.1%	
Maximum Green (s)	25.0	25.0	25.0	7.0	7.0	7.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	2.5	2.5	2.5	0.2	0.2	0.2	0.2		0.2	0.2	0.2	0.2
Time Before Reduce (s)		20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	5.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None		Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		22.8	22.8		7.1	7.1	34.4	29.3	29.3	37.0	34.2	34.2
Actuated g/C Ratio		0.27	0.27		0.09	0.09	0.41	0.35	0.35	0.44	0.41	0.41
v/c Ratio		0.85	0.18		0.33	0.07	0.07	0.15	0.53	0.28	0.15	0.03
Control Delay		52.3	1.2		44.6	0.5	14.1	21.7	5.0	16.6	20.6	0.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		52.3	1.2		44.6	0.5	14.1	21.7	5.0	16.6	20.6	0.1
LOS		02.0 D	A		D	A	B	C	A	B	20.0 C	A
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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		39.7			31.4			8.5			16.8	
Approach LOS		D			С			А			В	
Queue Length 50th (ft)		155	0		26	0	12	38	0	49	42	0
Queue Length 95th (ft)		#293	5		62	0	30	74	63	88	81	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		394	579		150	284	535	672	842	548	758	736
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.76	0.17		0.33	0.07	0.07	0.14	0.52	0.28	0.14	0.03
Intersection Summary												
Area Type: O	ther											
Cycle Length: 90												
Actuated Cycle Length: 8	3.5											

Natural Cycle: 80

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.85 Intersection Signal Delay: 20.9 Intersection Capacity Utilization 58.5%

Intersection LOS: C

Analysis Period (min) 15

ICU Level of Service B

95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 5: US 550 & SH 62/Hunter Pkwy

₩ø1	×02	1 04		
118	37 s	12.8	30 s	
+ 05	¥ Ø6			
11 s	37 s			

Lanes, Volumes, Timings 5: US 550 & SH 62

<u>5. 03 550 & 511 02</u>	3	→	-	5	+	*_	4	×	4	*	×	4
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		र्स	1		र्स	1	٦	1	1	5	1	1
Traffic Volume (vph)	515	81	179	12	86	55	37	96	239	138	116	20
Future Volume (vph)	515	81	179	12	86	55	37	96	239	138	116	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0	0,0	475	120	0,0	160	675	0,0	1000	250	0,0	275
Storage Lanes	0		1	0		100	1		1000	1		1
Taper Length (ft)	25		•	25		•	25		•	25		•
Satd. Flow (prot)	0	1719	1524	0	1782	1524	1703	1792	1524	1703	1792	1524
Flt Permitted	0	0.682	1024	0	0.994	1024	0.654	1752	1024	0.655	1152	1024
Satd. Flow (perm)	0	1222	1524	0	1782	1524	1172	1792	1524	1174	1792	1524
Right Turn on Red	0	1222	Yes	0	1702	Yes	1172	1752	Yes	11/4	1132	Yes
Satd. Flow (RTOR)			195			138			260			131
Link Speed (mph)		25	190		25	150		45	200		45	101
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
. ,	0	648	195	0	10.5	60	40	104	260	150	126	22
Lane Group Flow (vph)	-											
	custom	NA	Perm	Split	NA 4	Perm	pm+pt	NA 6	Perm	pm+pt	NA	Perm
Protected Phases	2	8	0	4	4	4	1	0	6	5	2	2
Permitted Phases	3	0	8	4	4	4	6	~	6	2	0	2
Detector Phase Switch Phase	3	8	8	4	4	4	1	6	6	5	2	2
Minimum Initial (s)	7.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	12.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	12.0	76.0	76.0	14.0	14.0	14.0	11.0	37.0	37.0	11.0	37.0	37.0
Total Split (%)		50.7%	50.7%	9.3%	9.3%	9.3%	7.3%	24.7%	24.7%	7.3%	24.7%	24.7%
Maximum Green (s)	7.0	71.0	71.0	9.0	9.0	9.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	0.2	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s		20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0	TTOTIO	7.0	7.0	Herio	7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)	Ū	71.0	71.0	Ŭ	9.0	9.0	34.0	29.0	29.0	35.2	31.2	31.2
Actuated g/C Ratio		0.52	0.52		0.07	0.07	0.25	0.21	0.21	0.26	0.23	0.23
v/c Ratio		1.02	0.32		0.07	0.07	0.23	0.21	0.21	0.20	0.23	0.25
Control Delay		72.7	2.8		123.3	2.8	36.1	47.0	8.5	45.7	47.1	0.05
Queue Delay		0.0	2.0		0.0	0.0	0.0	0.0	0.0	45.7	47.1	0.2
Total Delay		72.7	2.8		123.3	2.8	36.1	47.0	8.5	45.7	47.1	0.0
LOS		72.7 E			123.3 F			47.0 D		45.7 D		
		Ē	A		Г	A	D	ט	A	U	D	<u> </u>

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Lanes, Volumes, Timings 5: US 550 & SH 62

<u>5. 00 550 & 011 02</u>												
	3.	+	~	5	-	*_	1	×	4	*	×	4
Lane Group	EBL E	BT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay	5	6.5			79.7			21.1			42.9	
Approach LOS		Е			E			С			D	
Queue Length 50th (ft)	~6	504	0		95	0	26	77	0	103	95	0
Queue Length 95th (ft)	#8	340	38		#211	0	56	133	74	166	157	0
Internal Link Dist (ft)	Ę	540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)	6	537	888		117	229	312	408	548	322	432	466
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio	1	.02	0.22		0.91	0.26	0.13	0.25	0.47	0.47	0.29	0.05
Intersection Summary												
Area Type: O	ther											
Cycle Length: 150												
Actuated Cycle Length: 1	36											
Natural Cycle: 150												
Control Type: Actuated-L		ted										
Maximum v/c Ratio: 1.02												
Intersection Signal Delay				lr	ntersect	ion LOS	5: D					
Intersection Capacity Util		1%		10	CU Leve	el of Ser	vice D					
Analysis Period (min) 15												
 Volume exceeds cap 	acity, quei	le is	theoret	ically inf	inite.							

Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.Queue shown is maximum after two cycles.

Splits and Phases: 5: US 550 & SH 62

₩ø1 ¹ 02	→ ø3 * ø4 →ø8	
11s 37s	12 s 14 s 76 s	
25 206		

Lanes, Volumes, Timings 5: US 550 & SH 62

	3	→	7	5	+	*_	4	×	4	*	×	4
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		é.	1		र्स	1	7	1	1	7	1	1
Traffic Volume (vph)	543	81	179	12	86	58	40	104	258	138	122	20
Future Volume (vph)	543	81	179	12	86	58	40	104	258	138	122	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1717	1524	0	1782	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.681			0.994		0.643			0.640		
Satd. Flow (perm)	0	1221	1524	0	1782	1524	1153	1792	1524	1147	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			195			138			280			131
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	678	195	0	106	63	43	113	280	150	133	22
	ustom	NA	Perm	Split	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases		8		4	4		<u>'</u> 1	6		5	2	
Permitted Phases	3	_	8			4	6		6	2		2
Detector Phase	3	8	8	4	4	4	1	6	6	5	2	2
Switch Phase		-	-					-	-	-		_
Minimum Initial (s)	7.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	12.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	12.0	76.0	76.0	12.0	12.0	12.0	11.0	39.0	39.0	11.0	39.0	39.0
Total Split (%)		50.7%		8.0%	8.0%	8.0%		26.0%			26.0%	
Maximum Green (s)	7.0	71.0	71.0	7.0	7.0	7.0	5.0	33.0	33.0	5.0	33.0	33.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	0.2	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)	0.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		71.0	71.0		7.0	7.0	34.0	29.0	29.0	35.2	31.2	31.2
Actuated g/C Ratio		0.53	0.53		0.05	0.05	0.25	0.22	0.22	0.26	0.23	0.23
v/c Ratio		1.05	0.22		1.14	0.30	0.14	0.29	0.51	0.47	0.32	0.05
Control Delay												
			2.7		190.6	3.6	35.3	46.4	8.3	44.7	46.3	0.2
		80.6	2.7 0.0		190.6 0.0	3.6 0.0	35.3 0.0	46.4 0.0	8.3 0.0	44.7 0.0	46.3 0.0	0.2 0.0
Queue Delay Total Delay			2.7 0.0 2.7		190.6 0.0 190.6	3.6 0.0 3.6	35.3 0.0 35.3	46.4 0.0 46.4	8.3 0.0 8.3	44.7 0.0 44.7	46.3 0.0 46.3	0.2 0.0 0.2

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Lanes, Volumes, Timings 5: US 550 & SH 62

	٢	→	7	5	+	*_	4	×	4	*	×	4
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		63.2			120.9			20.9			42.2	
Approach LOS		Е			F			С			D	
Queue Length 50th (ft)		~640	0		~107	0	27	83	0	100	99	0
Queue Length 95th (ft)		#879	37		#232	0	57	141	77	162	162	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		646	899		93	210	313	441	586	321	460	488
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		1.05	0.22		1.14	0.30	0.14	0.26	0.48	0.47	0.29	0.05
Intersection Summary												
Area Type: O	ther											
Cycle Length: 150												
Actuated Cycle Length: 1	34											

Natural Cycle: 150

Control Type: Actuated-Uncoordinated Maximum v/c Ratio: 1.14

Intersection Signal Delay: 54.7 Intersection Capacity Utilization 83.4%

Analysis Period (min) 15

Intersection LOS: D ICU Level of Service E

Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles.

Splits and Phases: 5: US 550 & SH 62

₩Ø1 ₩Ø2	Ø3 ★ Ø4 →Ø8	
11 s 39 s	12 s 12 s 76 s	
★ Ø5 ¥ Ø6		
11 s 39 s		

<u>0.00000000000000000000000000000000000</u>	3	_→		5	+	×	4	X	\$	*	×	4
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		4	1		4	1	5	1	1	3	1	#
Traffic Volume (vph)	253	54	107	12	42	21	42	98	443	167	108	23
Future Volume (vph)	253	54	107	12	42	21	42	98	443	167	108	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	1300	1300	1300	1300	1300	1300	1300	1300	1300	1300	1300	1300
	12	0%	12	12	0%	12	12	0%	12	12	0%	12
Grade (%)	0	070	475	120	U 70	160	675	070	1000	250	070	275
Storage Length (ft)							075					
Storage Lanes	0		1	0		1	25		1	1 25		1
Taper Length (ft)	25	4704	4504	25	4770	4504		4700	4504		4700	4504
Satd. Flow (prot)	0	1721	1524	0	1773	1524	1703	1792	1524	1703	1792	1524
Flt Permitted	•	0.723	4504	•	0.989	4504	0.682	4700	4504	0.645	1700	4504
Satd. Flow (perm)	0	1296	1524	0	1773	1524	1222	1792	1524	1156	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			170			170			482			158
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	334	116	0	59	23	46	107	482	182	117	25
Turn Type	Perm	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	8		8			4	6		6	2		2
Detector Phase	8	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	10.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	15.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	30.0	30.0	30.0	12.0	12.0	12.0	11.0	37.0	37.0	11.0	37.0	37.0
		33.3%		13.3%	13.3%	13.3%		41.1%			41.1%	
Maximum Green (s)	25.0	25.0	25.0	7.0	7.0	7.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag		0.0	0.0		0.0	0.0	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	2.5	2.5	2.5	0.2	0.2	0.2	0.2		0.2	0.2	0.2	0.2
Time Before Reduce (s)		20.0	20.0	0.2	0.2	0.0	0.0	0.0	0.2	0.0	0.2	0.2
Time To Reduce (s)	5.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
							None			None		
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0	04.0	0	0	00.0	0	0
Act Effct Green (s)		24.1	24.1		7.0	7.0	34.2	29.2	29.2	36.8	33.9	33.9
Actuated g/C Ratio		0.28	0.28		0.08	0.08	0.40	0.34	0.34	0.43	0.40	0.40
v/c Ratio		0.91	0.21		0.40	0.08	0.09	0.17	0.57	0.34	0.16	0.04
Control Delay		60.1	2.2		47.1	0.6	14.2	21.9	5.3	17.8	20.7	0.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		60.1	2.2		47.1	0.6	14.2		5.3	17.8	20.7	0.1
LOS		E	A		D	A	В	С	A	В	С	A

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	~	-	-	*			+	*	⊶		•	1
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		45.2			34.1			8.7			17.5	
Approach LOS		D			С			А			В	
Queue Length 50th (ft)		178	0		32	0	14	42	0	59	46	0
Queue Length 95th (ft)		#337	15		71	0	33	80	68	103	87	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		385	572		147	282	522	660	866	534	741	723
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.87	0.20		0.40	0.08	0.09	0.16	0.56	0.34	0.16	0.03
Intersection Summary												
Area Type: Of	ther											
Cycle Length: 90												
Actuated Cycle Length: 8	84.7											
Natural Cycle: 90												
Control Type: Actuated-L		nated										
Maximum v/c Ratio: 0.91												
Intersection Signal Delay				li	ntersect	ion LOS	: C					
Intersection Capacity Util	ization 6	0.2%		10	CU Leve	el of Ser	vice B					

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 5: US 550 & SH 62/Hunter Pkwy

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		4	1		र्स	7	ሻ	†	1	5	†	1
Traffic Volume (vph)	270	54	107	12	42	22	44	104	468	167	115	23
Future Volume (vph)	270	54	107	12	42	22	44	104	468	167	115	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1721	1524	0	1773	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.721			0.989		0.677			0.642		
Satd. Flow (perm)	0	1292	1524	0	1773	1524	1213	1792	1524	1151	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			170			170			509			158
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	352	116	0	59	24	48	113	509	182	125	25
Turn Type	Perm	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	8		8			4	6		6	2		2
Detector Phase	8	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	10.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	15.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	30.0	30.0	30.0	12.0	12.0	12.0	11.0	37.0	37.0	11.0	37.0	37.0
Total Split (%)	33.3%	33.3%	33.3%	13.3%	13.3%	13.3%	12.2%	41.1%	41.1%	12.2%	41.1%	41.1%
Maximum Green (s)	25.0	25.0	25.0	7.0	7.0	7.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	2.5	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)	20.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	5.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	Min	Min	None	Min	Min						
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		25.1	25.1		7.0	7.0	34.1	29.1	29.1	36.6	33.7	33.7
Actuated g/C Ratio		0.29	0.29		0.08	0.08	0.40	0.34	0.34	0.43	0.39	0.39
v/c Ratio		0.93	0.20		0.41	0.09	0.09	0.19	0.60	0.35	0.18	0.04
Control Delay		64.3	2.2		47.4	0.6	14.3	22.0	5.5	18.0	20.8	0.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		64.3	2.2		47.4	0.6	14.3	22.0	5.5	18.0	20.8	0.1
LOS		Е	А		D	А	В	С	А	В	С	А

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Lanes, Volumes, Timings 5: US 550 & SH 62/Hunter Pkwy

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		48.9			33.9			8.9			17.7	
Approach LOS		D			С			А			В	
Queue Length 50th (ft)		192	0		32	0	14	44	0	59	50	0
Queue Length 95th (ft)		#362	15		71	0	34	84	69	103	92	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		379	566		145	280	512	651	877	525	730	714
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.93	0.20		0.41	0.09	0.09	0.17	0.58	0.35	0.17	0.04
Intersection Summary												
Area Type: C	other											
Cycle Length: 90												

Actuated Cycle Length: 85.6 Natural Cycle: 90 Control Type: Actuated-Uncoordinated Maximum v/c Ratio: 0.93

Intersection Signal Delay: 24.2 Intersection Capacity Utilization 61.1%

Analysis Period (min) 15

Intersection LOS: C ICU Level of Service B

95th percentile volume exceeds capacity, queue may be longer.Queue shown is maximum after two cycles.

Splits and Phases: 5: US 550 & SH 62/Hunter Pkwy

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11 s	37 s			

Lanes, Volumes, Timings 5: US 550 & SH 62

<u>5. 03 330 & 311 02</u>	3	-	~	5	-	*_	4	×	4	*	×	4
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		र्स	1		é.	1	٦	^	1	7	1	1
Traffic Volume (vph)	609	96	212	15	102	65	44	113	283	164	138	23
Future Volume (vph)	609	96	212	15	102	65	44	113	283	164	138	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120	• • •	160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25		•	25			25			25		-
Satd. Flow (prot)	0	1719	1524	0	1782	1524	1703	1792	1524	1703	1792	1524
Flt Permitted	U	0.668	1024	Ū	0.994	1024	0.606	1752	1024	0.618	1102	1024
Satd. Flow (perm)	0	1197	1524	0	1782	1524	1086	1792	1524	1108	1792	1524
Right Turn on Red	0	1157	Yes	U	1702	Yes	1000	1752	Yes	1100	1152	Yes
Satd. Flow (RTOR)			230			138			308			131
Link Speed (mph)		25	230		25	100		45	500		45	101
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
	0	766	230	0	127	71	48	123	308	178	150	25
Lane Group Flow (vph)												
	custom	NA	Perm	Split	NA 4	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	0	8	0	4	4	4	1	6	<u>^</u>	5	2	
Permitted Phases	3	0	8	4	4	4	6	0	6	2	0	2
Detector Phase	3	8	8	4	4	4	1	6	6	5	2	2
Switch Phase	7.0	40.0	40.0	7.0	7.0	7.0	5.0	00.0	00.0	F 0	00.0	00.0
Minimum Initial (s)	7.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	12.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	12.0	76.0	76.0	13.0	13.0	13.0	11.0	38.0	38.0	11.0	38.0	38.0
Total Split (%)		50.7%		8.7%	8.7%	8.7%		25.3%		7.3%	25.3%	
Maximum Green (s)	7.0	71.0	71.0	8.0	8.0	8.0	5.0	32.0	32.0	5.0	32.0	32.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	0.2	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s) 0.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		71.0	71.0		8.0	8.0	34.0	29.0	29.0	35.2	31.2	31.2
Actuated g/C Ratio		0.53	0.53		0.06	0.06	0.25	0.21	0.21	0.26	0.23	0.23
v/c Ratio		1.22	0.25		1.21	0.32	0.16	0.32	0.54	0.57	0.36	0.06
Control Delay		142.3	2.7		206.1	3.8	36.3	47.4	8.5	49.5	47.7	0.2
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		142.3	2.7		206.1	3.8	36.3	47.4	8.5	49.5	47.7	0.2
LOS		F	2.7 A		200.1	A	D	D	A	-10.0 D	D	A
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Lanes, Volumes, Timings 5: US 550 & SH 62

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		110.1			133.6			21.3			45.3	
Approach LOS		F			F			С			D	
Queue Length 50th (ft)		~821	0		~135	0	31	92	0	123	114	0
Queue Length 95th (ft)		#1067	40		#270	0	63	152	81	191	182	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		629	910		105	220	296	424	596	311	445	477
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		1.22	0.25		1.21	0.32	0.16	0.29	0.52	0.57	0.34	0.05
Intersection Summary												
Area Type: Of	ther											
Cycle Length: 150												
Actuated Cycle Length: 1	35											
Natural Cycle: 150												
Control Type: Actuated-L		dinated										
Maximum v/c Ratio: 1.22												
Intersection Signal Delay						ion LOS						
Intersection Capacity Util	ization	91.2%		10	CU Leve	el of Ser	vice F					
Analysis Period (min) 15												

Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 5: US 550 & SH 62

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Lanes, Volumes, Timings 5: US 550 & SH 62

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		र्स	1		र्स	1	ሻ	1	1	5	1	1
Traffic Volume (vph)	637	96	212	15	102	68	47	121	302	164	144	23
Future Volume (vph)	637	96	212	15	102	68	47	121	302	164	144	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1717	1524	0	1782	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.667			0.994		0.591			0.599		
Satd. Flow (perm)	0	1196	1524	0	1782	1524	1059	1792	1524	1074	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			230			138			328			131
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	796	230	0	127	74	51	132	328	178	157	25
Turn Type c	custom	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		. 4	4			6		5	2	
Permitted Phases	3		8			4	6		6	2		2
Detector Phase	3	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	12.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	12.0	76.0	76.0	13.0	13.0	13.0	11.0	38.0	38.0	11.0	38.0	38.0
Total Split (%)	8.0%	50.7%	50.7%	8.7%	8.7%	8.7%	7.3%	25.3%	25.3%	7.3%	25.3%	25.3%
Maximum Green (s)	7.0	71.0	71.0	8.0	8.0	8.0	5.0	32.0	32.0	5.0	32.0	32.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	0.2	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)		20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		71.0	71.0		8.0	8.0	34.0	29.0	29.0	35.2	31.2	31.2
Actuated g/C Ratio		0.53	0.53		0.06	0.06	0.25	0.21	0.21	0.26	0.23	0.23
v/c Ratio		1.27	0.25		1.21	0.34	0.18	0.34	0.56	0.59	0.38	0.06
Control Delay		161.7	2.7		206.1	4.1	36.6	48.0	8.6	50.3	48.1	0.2
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		161.7	2.7		206.1	4.1	36.6	48.0	8.6	50.3	48.1	0.2
LOS		F	А		F	А	D	D	A	D	D	A

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Lanes, Volumes, Timings 5: US 550 & SH 62

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		126.1			131.8			21.5			45.9	
Approach LOS		F			F			С			D	
Queue Length 50th (ft)		~876	0		~135	0	33	99	0	123	119	0
Queue Length 95th (ft)		#1124	40		#270	0	66	163	84	191	190	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		629	910		105	220	290	424	611	303	445	477
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		1.27	0.25		1.21	0.34	0.18	0.31	0.54	0.59	0.35	0.05
Intersection Summary												
Area Type: O	ther											
Cycle Length: 150												

Actuated Cycle Length: 135 Natural Cycle: 150 Control Type: Actuated-Uncoordinated Maximum v/c Ratio: 1.27

Intersection Signal Delay: 87.4 Intersection Capacity Utilization 94.4%

Analysis Period (min) 15

Intersection LOS: F ICU Level of Service F

Volume exceeds capacity, queue is theoretically infinite.
 Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.Queue shown is maximum after two cycles.

Splits and Phases: 5: US 550 & SH 62

Ø3 X Ø4 → Ø8	
12s 13s 76s	
	Ø3 Ø4 🔫 Ø8 12.s 13.s 76.s

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Region 5, Traffic and Safety Unit 3803 N. Main Avenue, Suite 100 Durango, CO 81301 (970) 385-8360 (970) 385-8361 Fax



LATE FALL, WINTER AND SPRING SPECIAL PROVISIONS FOR ACCESS CONSTRUCTION AND UTILITY INSTALLATIONS

It's that time of year again when work within the Right of Way (ROW) becomes a special concern. Due to Southwest Colorado's unpredictable weather, utility work in the ROW can create several types of hazards for the traveling public, contractors and their personnel. The condition of the highway can change quickly. Mud tracked onto the highway by equipment, or ice and snowpack are just a few of the conditions that make the roadway more hazardous for all concerned. The terrain within the ROW must be kept clear of hazards as well. Holes, trenches, equipment and materials can make the terrain "unrecoverable" for a driver should his/her vehicle leave the highway. **Activities must be shut down when the roadway is other than dry.** The use of frozen materials for backfilling will only lead to settlement. The contractor must make extra effort to compact the excavation. In the spring, any settlement of backfill shall be repaired. The re-vegetation shall take place yet this fall or early next spring.



DocuSign Envelope ID: 2C82ED12-E163-42D8-AF60-AE98B06FDD5C **CRATION** Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information (303) 692-2035 Water Quality Control Division (WQCD): (303) 692-3500
- Environmental Permitting Website https://www.colorado.gov/pacific/cdphe/all-permits
- CDOT Water Quality Program Manager: (303) 757-9343 <u>https://www.codot.gov/programs/environmental/water-quality</u>
 CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
 Colorado Office of Archaeology and Historia Process vations (202)
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices: Omaha District (NE CO), Denver Office (303) 979-4120 http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx
- Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199

http://www.spk.usace.army.mil/Missions/Regulatory.aspx Albuquerque

District (SE CO), Pueblo Office (719)-543-9459

http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx

CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 https://www.codot.gov/business/permits

<u>Wildlife Resources</u> - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, http://www.codot.gov/programs/environmental/wildlife/guidelines, or the Colorado Parks and Wildlife (CPW) website, http://www.codot.gov/programs/environmental/wildlife/guidelines, or the Colorado Parks and Wildlife (CPW) website, http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

<u>Cultural Resources</u> - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified (<u>http://www.historycolorado.org/oahp/file-search</u>). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. *Contact Information:* Contact the OAHP for file searches at (303) 866-5216.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies), and the Denver Museum of Nature and Science (http://www.dmns.org/science/collections/earth-science-collections/) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. *Contact Information:* See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at <u>nicole.peavey@state.co.us</u> or (303) 7579632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. *Contact Information:* Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which permit specifically identify any ACM involved in the work for which permit specifically identify any be specified in the permit special provisions. **Contact**

Info: CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information <u>concerning clearance on CDOT projects</u> is available from the CDOT Asbestos Project Manager (303) 5125519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. *Contact Information:* For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a "general" or "individual" 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

<u>Working on or in any stream or its bank</u> - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at https://www.codot.gov/programs/environmental/wildlife/guidelines.

<u>Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities</u> - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. *Contact Information:* Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits and https://colorado.gov/pacific/cdphe/wq-commerceandindustry-permits.

<u>Construction Dewatering (Discharge or Infiltration) and Remediation Activities</u> - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. *Contact Information:* For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 6923500. For Applications and Instructions (CDPHE website): https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits.

<u>Municipal Separate Storm Sewer System (MS4) Discharge Permit</u> - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit # COS000005 (https://www.codot.gov/programs/environmental/water-quality/documents). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to https://www.colorado.gov/pacific/cdphe/wqce-regulations, go to: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html.

<u>General Prohibition – Discharges</u> - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. *Contact Information*: Contact the CDPHE Water Quality Control Division at (303) 692-3500.

<u>General Authorization - Allowable Non-Stormwater Discharges</u> - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html. *Contact Information:* The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (<u>https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book</u>). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" DocuSign Envelope ID: 2C82ED12-E163-42D8-AF60-AE98B06FDD5C med from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). *Contact Information:* Contact CDPHE (telephone #'s listed above).

<u>Noxious Weeds and Invasive Species Management Plan</u> – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<u>https://www.colorado.gov/pacific/agconservation/noxiousweeds</u>) and the Colorado Division of Parks and Wildlife (<u>http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx</u>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

<u>Concrete Washout</u> - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. *Contact Information*: Contact CDPHE or find additional information on the CDOT website: https://www.codot.gov/business/designsupport/2011-construction_specifications/2011-Specs and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at https://www.colorado.gov/pacific/cdphe/emergencyreporting-line.

<u>About This Form</u> - Questions or comments about this Information Summary may be directed to Dan Roussin, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, daniel.roussin@state.co.us

April 2020

Environmental Clearances Information Summary Page 3 of 3 Colorado Department of Transportation





Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground

Why is stormwater runoff a problem?

enters CDOT's storm drain system is discharged untreated into pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that the waterways we use for fishing, swimming, and providing Stormwater can pick up debris, chemicals, dirt and other drinking water.



material, radioactive material, heat, pH, wrecked or Dredged spoil, dirt, slurry, solid waste, incinerator discarded equipment, rock, sand, any industrial, residue, sewage, sewage sludge, garbage, trash chemical waste, biological nutrient, biological <u>municipal, or agricultural waste</u>

Tips for Reporting an Illicit Discharge

Identify characteristics of the discharge (color, odor, From a safe distance try to estimate the amount of Never get too close to the illicit discharge, it may Call the illicit discharge hotline at (303) 512-4426 Obtain information on the vehicle dumping the If possible, take a photo, record a license plate. Call *CSP for illicit dumping. be dangerous!!! **REMEMBER:** Do not approach! waste (if applicable). the discharge. algae, etc.).

For more information on CDOT Utility Permits: https://www.codot.gov/business/permits/utilitie sspecialuse For more information on CDOT Access Permits: https://www.codot.gov/business/permits/access permits

For more information on CDOT Water Quality Program:

Water Quality Program Manager Denver, Colorado 80222 4201 E. Arkansas Ave. Shumate Building 303-757-9343

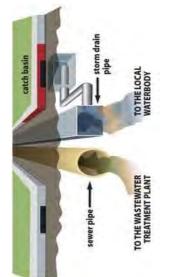


Transportation Department of

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Water Quality Program Industrial Facilities Program

stormwater can be discharged from CDOT's storm drain system otherwise known as (MS4) from the Colorado Department of CDOT has a Municipal Separate Storm Sewer System permit, Public Health and Environment. The permit states that only



programs to prevent pollutants from entering into As part of the permit, CDOT has several different the storm drain system:

- **Construction Site Program**
- New Development Redevelopment Program
 - Illicit Discharge Program
- Industrial Facilities Program
- Pollution Prevention and Good Housekeeping Public Education and Outreach Program
 - Program
 - Wet Weather Monitoring Program

Information Summary for those al for a CDOT Utility and Special Use		FINDINGI REPORTANT
clearance for that work. CDOT has		C THE THE
some type of environmental perm	というであるというでは、「「「」」というです。	
state highway right-of-way will re		Director A source
company or other entity doing wo		C'ULER A MAIN
There are instances when a utility	En N +))
Education		GREATI AN POLUTANTS?
individual trained.	海	
distributed; name and titl		THE GAUNTLET
informational brochures		
containing the number of	 stormwater not connected with highway drainage Similar Commodity 	which can include structural and non-structural controls.
3. Submit an annual report t	 Waste 	procedures, and practices to control site run off
discovery to CDPHE.	 Vate Stream 	Control Measures also include treatment, operating
notification within 15 day	 Crude Products 	management practices to prevent and reduce pollution entering into CDOT's storm drain system
concerns. Provide written	< oil	of activities, maintenance procedures, and other
discharge and water quali	 Light Heat Gas 	operating the facility. Control measures are schedules
2. Report and include inform	Electricity	otherwise known as Best Management Practices
	 Cable television Power 	Industrial facilities can use control measures (CM)
contribute substantial pol	Communications	radiitics
or operators that have po	or distributing the following:	
1. Educate and outreach to o	line, facility, or system producing, transmitting	for Industrial
	privately. publicly. or cooperatively owned	Control Measures
Industrial Facilities Program Fle	CDOT defines a utility, or utility facility as any	
I TARSPOLATION		CO Department of Transportation
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vork in the standards/Environmental%20Clearances% clearances. This fact sheet is given to each http://www.coloradodot.info/programs/ for a CDOT Utility and Special Use Permit applying require rmit or ias put rances or Access Permit to obtain all required environmental/resources/guidanceţ permittee and is available at: 20Info%20Summary.pdf



In compliance!!

IS THE BMP PROPERLY MAINTAINED?



COLORADO DEPARTMENT OF TRA STATE HIGHWAY ACCE		PPLICATION		ssuing authority application acceptance date:
Please print - Contact the issuing aut - Complete this form (so - Submit an application I - If you have any question	Department of Transportation hority to determine what plan me questions may not apply for each access affected. ons contact the issuing autho on see CDOT's Access Manage	s and other documents are r to you) and attach all neces rity.	equired to be subn sary documents ar	nitted with your application. Ind Submit it to the issuing authorit
1) Property owner (Permittee) Alpine Homes-Ridgway, LLC – Joe		2) Agent for permittee (if TurnKey Const	different from prop	erty owner)
Street address 301 Hillside Lane,		Mailing address	5 Denver West	
Telluride, CO 81435	^{ne#} 813-507-4005	City, state & zip Golden, CO 8040	01	Phone#(required) 970-314-4888
joel@cantorpartners		E-mail address if availabl	^e skip@skiphuc	lson.com
Address of property to be served by permit (requ TBD Hwy 550, Ridgway, CO		TE ACCESS		
) Legal description of property: If within jurisdictio ounty Ouray	nal limits of Municipality, city block N/A I N/	section	township	15N I range 8W
) What State Highway are you requesting access		6) What side of the highw		lw
) How many feet is the proposed access from the r 	11231.53.74 Million 8.73	ny feet is the proposed acces	ss from the neares	
What is the approximate date you intend to begin Fall 2020			W) from: 0	102
0) Provide existing property use None - undeveloped 1) Do you have knowledge of any State Highway a no yes, if yes - what are the per	access permits serving this pro rmit number(s) and provide or	operty, or adjacent propertie opies:		e a property interest? d/or, permit date;
2) Does the property owner own or have any intere no yes, if yes - please describe Ouray County does n 3) Are there other existing or dedicated public strees no yes, if yes - list them on you	e: not have a GIS system w	where adjacent property	ownership cou	
) If you are requesting agricultural field access - h N/A				
) If you are requesting commercial or industrial ac business/land use	cess please indicate the type square footage	s and number of businesses busine	and provide the flo	oor area square footage of each. square footac
Restaurant.	2,000 s.f.			
/ariety Stores	3,200 s.f.	family apartment townhow	(se) and number -	fupite?
type ownhomes & multi-family	number of units	type	ise) and number of	number of un
Provide the following vehicle count estimates for			and the second se	
licate if your counts are beak hour volumes or average daily volumes.	# of passenger cars and light trucks Varies	s at peak hour volumes	peak hour volumes. Varies	
single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	1	Total count of all	

 a) Property map indicating other access, bordering roads and streets. b) Highway and driveway plan profile. c) Drainage plan showing impact to the highway right-of-way. d) Map and letters detailing utility locations before and after development in and along the right-of-way. 	f) Proposed acces	rship maps including easements.
1- It is the applicant's responsibility to contact appropriate age to their activities. Such clearances may include Corps of Engir permits, or ecological, archeological, historical or cultural reso Information Summary presents contact information for agencie prohibited discharges, and may be obtained from Regional CD CDOT Planning/Construction-Environmental-Guidance webpag	eers 404 Permits or urce clearances. The s administering certa OT Utility/Special Us	Colorado Discharge Permit System CDOT Environmental Clearances in clearances, information about e Permit offices or accessed via the
 2- All workers within the State Highway right of way shall comprocedures, and all applicable U.S. Occupational Safety and H limited to the applicable sections of 29 CFR Part 1910 - Occupation - Safety and Health Regulations for Construction. 	ealth Administration	OSHA) regulations - including, but i
Personal protective equipment (e.g. head protection, footwear, respirators, gloves, etc.) shall be worn as appropriate for the wiminimum, all workers in the State Highway right of way, except protective equipment: High visibility apparel as specified in the accompanying the Notice to Proceed related to this permit (at a protection that complies with the ANSI Z89.1-1997 standard; ar injury to feet, workers shall comply with OSHA's PPE requirement and 1926.96. If required, such footwear shall meet the requirement where any of the above-referenced ANSI standards have been apply. 3- The Permittee is responsible for complying with the Revised under the American Disabilities Act (ADA). These guidelines defined and the apple of the above for the above for the above for the above.	ork being performed, when in their vehicle Traffic Control provis minimum, ANSI/ISE and at all construction ents for foot protection nents of ANSI Z41-19 revised, the most re Guidelines that have	and as specified in regulation. At a es, shall wear the following personal sions of the documentation A 107-1999, class 2); head sites or whenever there is danger o n per 29 CFR 1910.136, 1926.95, 199. cent version of the standard shall been adopted by the Access Board
use of a defined pattern of truncated domes as detectable warn can be found on the Design and Construction Project Support w	ings at street crossin eb page at:	gs. The new Standards Plans and
use of a defined pattern of truncated domes as detectable warn can be found on the Design and Construction Project Support w < <u>http://www.dot.state.co.us/DesignSupport/></u> , then click on <i>l</i> If an access permit is issued to you, it will state the terms and c permitted access not consistent with the terms and conditions li	ings at street crossin eb page at: Design Bulletins.	gs. The new Standards Plans and
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EXHIBIT H

TAVACI VILLAGE - RIDGWAY

DRAINAGE REPORT

June 18, 2020

Prepared by:





Tavaci Village Drainage Report

TAVACI VILLAGE - RIDGWAY

DRAINAGE REPORT

I hereby certify that this report for the drainage design of the Tavaci Village was prepared by me (or under my direct supervision) in accordance with the provisions of the Town of Ridgway storm drainage criteria for the owners thereof.

David Schieldt, P.E.



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Appendix A – Site Maps

Appendix B – NRCS Soils Report Appendix C – Site Specific Physical Design Properties Appendix D – SWMM Modeling Results

1.0 General Location and Description

Joel Cantor in coordination with Del-Mont Consultants, Inc. (DMC) is in the process of designing the proposed Tavaci Village development. The scope of work includes the construction of multiple structures, supporting infrastructure, paving of the site, and other site modifications. The purpose of this report is to present the findings from the hydrologic analysis that was performed on the proposed layout of the property.

1.1 Site Location

The proposed facility is located on a 4.3-acre parcel situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian in Ouray County, Colorado. The facility is accessed from Highway 550.

1.2 Site Description

The site naturally drains from east to west and is covered by native vegetation and weeds. The site currently discharges directly to the Uncompany River which runs along the entire western border of the property. There are no water quality features in place to treat the discharge. Site layout details will be discussed in more detail in **Section 2**.



2.0 Drainage Basins and Sub-Basins

The property functions overall as one drainage basin flowing to the west. Water leaving the site directly enters the Uncompany River. Proposed conditions produce multiple smaller sub-basins which will also discharge to the River. These sub-basins will be discussed in detail in the following sections.

2.1 Existing Drainage Sub-Basins

The existing site is comprised of one sub-basin. However, according to Town Standards, when a property discharges directly to the River, full detention is not required in an effort to not increase the peak flow in the River. That being the case, the existing site was not analyzed for historic discharge rates.

2.2 Proposed Drainage Sub-Basins

The proposed site is divided into sixteen different sub-basins. A map illustrating the delineation of the sub-basins can be found in **Appendix A**. All of the basins flow to their respective detention pond where they receive water quality treatment, and ultimately discharge to the River. **Table 2-1** presents the proposed sub-basins and their corresponding acreages.

Sub-Basin	Total Area (Acres)
Basin 1	0.68
Basin 2	0.77
Basin 3-1	0.05
Basin 3-2	0.20
Basin 3-3	0.08
Basin 4-1	0.54
Basin 4-2	0.28
Basin 4-3	0.11
Basin 4-4	0.15
Basin 4-5	0.11
Basin 5	0.21
Basin 6	0.20
Basin 7	0.13
Basin 8	0.13
Basin 9	0.12
Basin 10	0.17

Table 2-1: Proposed Sub-Basin Acreages



3.0 Drainage Design Criteria

3.1 Methodology

The hydrologic/hydraulic analysis of the site was performed using the Autodesk Storm and Sanitary analysis utilizing the SWMM engine platform model for a 25 year, 6 hour rainfall event and a 100 year, 6 hour rainfall event per Town of Ridgway Standards. The SWMM platform was selected due to the complex routing through the detention pond and pipe networks. The Curve Number method of determining rainfall losses due to infiltration was used. Rainfall depths were obtained for the region from NOAA Atlas 14, Volume 8, Version 2 and rainfall distribution curves were developed using a SCS Type 2 6-hour rainfall distribution. Modeling results are presented in **Appendix D**.

Soil data was obtained from a USDA Soils Report and gave a hydrologic soil group of B/D for the site, so a hydrologic soil group C was used for the site. The soils report is included in **Appendix B**.

3.2 Land Cover Hydrologic Properties

Curve numbers and corresponding Manning's N values, for hydrologic soil group C, were assigned to the various land cover types found on the project and are presented in **Table 3-1**.

Table 3-1: Land Cover Hydrologic Properties

Land Cover Type	Curve Number	Manning's N
Grass Cover >50%, Good	79	0.025
Pavement/Concrete/Building	98	0.015

3.3 Weighted Design Values

Utilizing the land cover hydrologic properties presented above, a weighted curve number and Manning's N value was calculated for each of the sub-basins presented in **Section 2.0** to be used for analysis. **Table 3-2** presents the weighted design values for proposed conditions. Detailed calculations can be found in **Appendix C**.



Sub-Basin	Total Area	Weighted	Weighted
Sub-DaSili	(Acres)	Manning's N	Curve Number
Basin 1	0.68	0.016	96.2
Basin 2	0.77	0.017	93.5
Basin 3-1	0.05	0.025	79
Basin 3-2	0.20	0.017	94.3
Basin 3-3	0.08	0.016	95.8
Basin 4-1	0.54	0.015	98
Basin 4-2	0.28	0.022	84.1
Basin 4-3	0.11	0.015	98
Basin 4-4	0.15	0.025	79
Basin 4-5	0.11	0.023	82.2
Basin 5	0.21	0.019	89.9
Basin 6	0.20	0.021	87
Basin 7	0.13	0.020	89.3
Basin 8	0.13	0.020	87.6
Basin 9	0.12	0.020	87.9
Basin 10	0.17	0.021	86.9

Table 3-2: Proposed Sub-Basin Weighted Design Values

4.0 Drainage Facility Design

4.1 Water Quality Treatment

Per Town of Ridgway requirements, this site is not required to match historical discharge rates because it discharges directly to the river. Water quality treatment is being provided in each of the ponds. The formula for calculating the required Water Quality Capture Volume (WQCV) was obtained from the Town Standards and was utilized to calculate the required WQCV for each pond. **Table 4-1** presents the required WQCV for each pond assuming a 12-hour drain time.

	Total Area Draining to Pond	Basin Imperviousness	Required Water Quality Capture Volume	
Pond Name	(acres)	(decimal percentage)	(Ac-Ft)	(Cu-Ft)
Pond 1	0.68	0.91	0.012	524
Pond 2	0.77	0.77	0.010	454
Pond 3	0.33	0.69	0.004	168
Pond 4	1.18	0.63	0.013	551
Pond 5	0.21	0.57	0.002	88
Pond 6	0.20	0.42	0.002	70
Pond 7	0.13	0.54	0.001	52
Pond 8	0.13	0.45	0.001	47
Pond 9	0.12	0.47	0.001	46
Pond 10	0.17	0.42	0.001	59

Table 4-1: Water Quality Capture Volumes

4.2 Proposed Drainage

Values presented in **Table 3-2** were utilized in the model to calculate the runoff for the proposed conditions as well as to size the detention ponds and weir outlet structures. All runoff from the project site will be routed through the detention pond systems for both the 25-year and 100-year events. A schematic layout of the model with associated naming and labels is found in **Appendix A**.

Utilizing the imperviousness, site characteristics, and pipe characteristics, the outlet structures with flow limiting orifices and weirs were sized to capture the entire WQCV according to Town Standards and pass the larger storm events. The model was utilized to size the orifices to drain each pond in no less than 12 hours, and all of the ponds maintain the required 1' of freeboard in the 100-year event. The proposed pipes have all been sized to pass the 100-year event. The designs of the outlet structures are detailed in the grading drawings provided with the site submittal application.



Table 4-2 presents the discharge rates for the proposed sub-basins for both the 25-year and 100-year 6-hour storm events. This discharge value represents the flow rate that the ponds are receiving. The ultimate discharge from the pipes and outlet structures (total discharge from site) is summarized in **Table 5-1**.

	25-Year	100-Year
Sub-Basin	Discharge	Discharge
	(CFS)	(CFS)
Basin 1	0.69	0.92
Basin 2	0.73	1.00
Basin 3-1	0.01	0.02
Basin 3-2	0.20	0.26
Basin 3-3	0.08	0.11
Basin 4-1	0.55	0.74
Basin 4-2	0.09	0.19
Basin 4-3	0.11	0.15
Basin 4-4	0.02	0.04
Basin 4-5	0.02	0.05
Basin 5	0.16	0.23
Basin 6	0.11	0.19
Basin 7	0.10	0.15
Basin 8	0.06	0.10
Basin 9	0.08	0.13
Basin 10	0.10	0.17

Table 4-2: Proposed Sub-Basin Discharge Values (Pre-Detention)

Utilizing the flow rates presented above, the model was utilized to analyze the flow path of water through the pond and piping systems. With the installation of the outlet structures, the water is released in no less than 12 hours in accordance with Town requirements.



5.0 Conclusions

5.1 Drainage Concept

The drainage design has been prepared using sound engineering judgement and practices and will provide an effective means of controlling runoff on the project site as well as protect the site from damage. The design has been completed according to Town of Ridgway Standards and will result in no downstream impacts to any people or structures. Historic flow paths and water quality have been maintained.

5.2 Compliance with the Town of Ridgway Standards

Per Town of Ridgway requirements, water quality treatment shall be provided for all improved areas. The design adequately captures and routes all stormwater runoff to a detention pond where it receives water quality treatment. All of the ponds discharge to the storm network ultimately discharging to the river at 4 discharge locations. **Table 5-1** presents the ultimate peak discharge rates the river is receiving at the 4 discharge locations.

	25-Year	100-Year	
Discharge Location	Discharge	Discharge	
	(cfs)	(cfs)	
1	0.68	0.91	
2	0.15	0.23	
3	0.92	1.32	
4	1.29	1.90	

 Table 5-1: Overall Discharge Values (Post Detention)

As discussed in previous sections, the detention ponds and stormwater pipes have been designed to meet all criteria set forth in the Town of Ridgway standards. The development of this project will cause no injury to the neighboring property.



6.0 References

Town of Ridgway. Site Development Standards

United States Department of Agriculture Natural Resources Conservation Service. Web Soil Survey

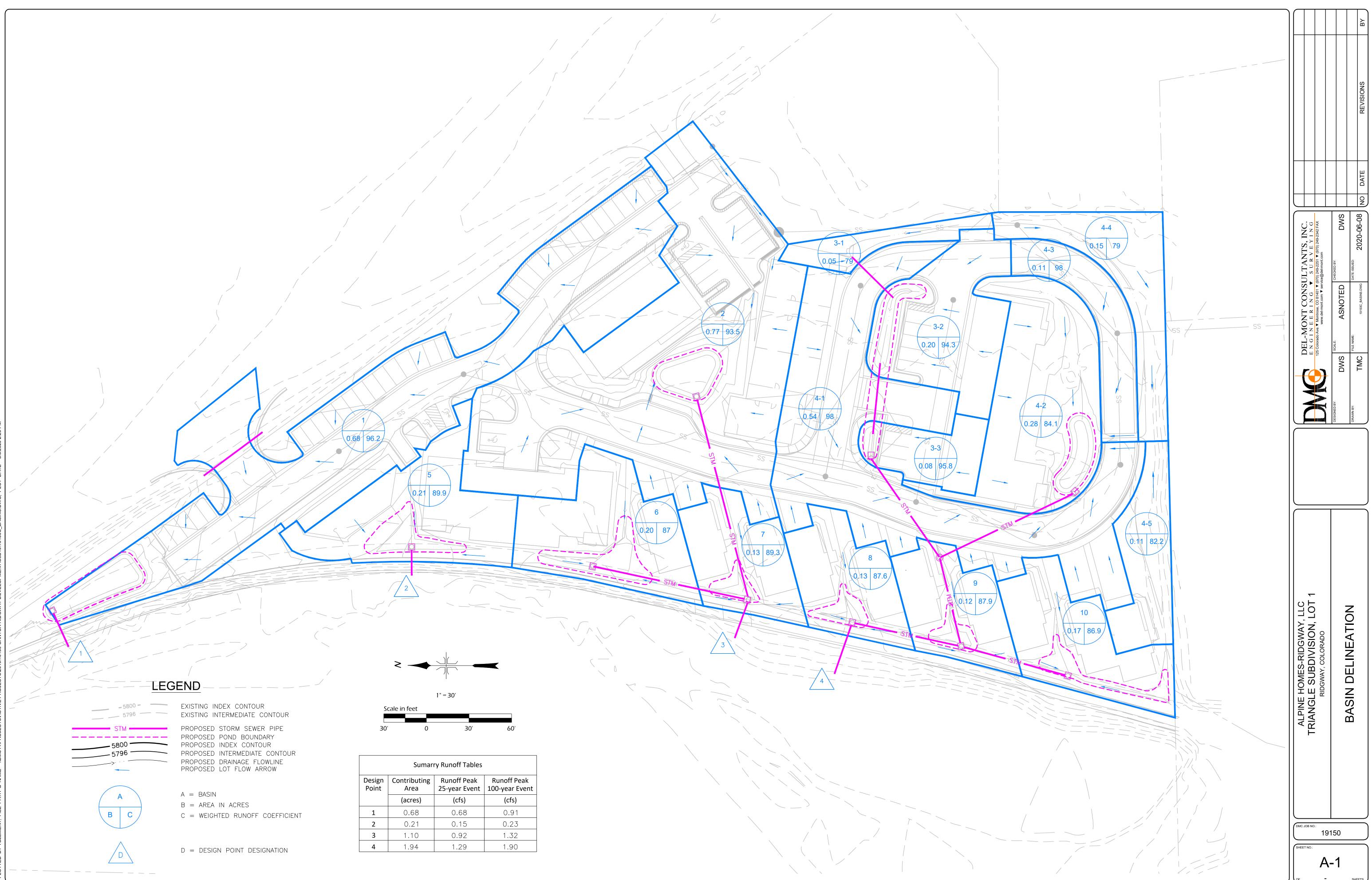
Urban Drainage and Flood Control District. *Urban Storm Drainage Criteria Manual,* Volume *1-3*, June 2001.

NOAA Atlas 14, Volume 8, Precipitation-Frequency Atlas of the United States. U.S. Department of Commerce, 2013.

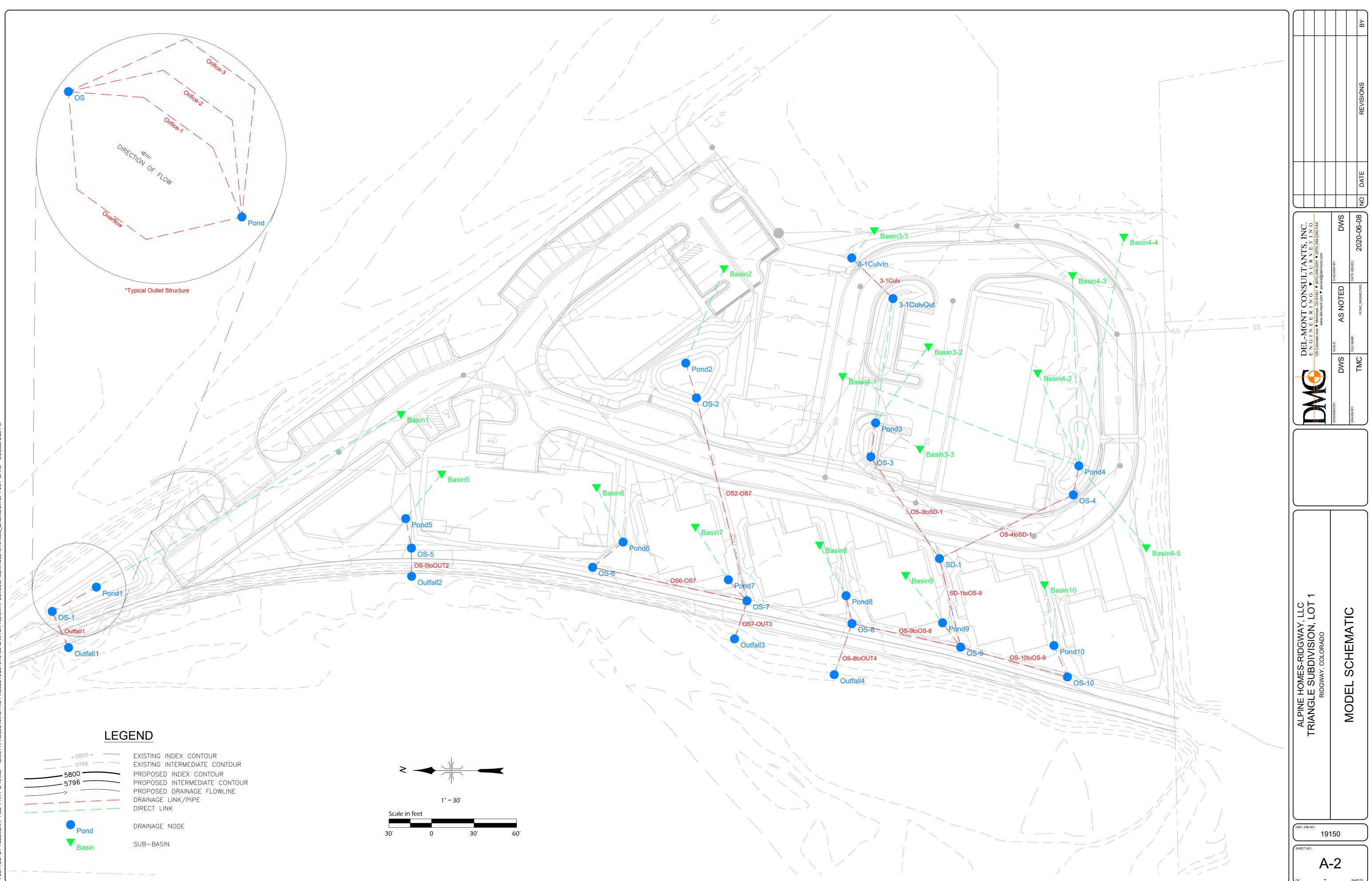








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EXHIBIT H



Huddleston-Berry

Engineering & Testing, LLC

GEOTECHNICAL INVESTIGATION TRIANGLE LOT RIDGWAY, COLORADO PROJECT #02064-0001

MOUNTAINEER CONSTRUCTION PO BOX 2794 TELLURIDE, COLORADO 81435

APRIL 27, 2020

Huddleston-Berry Engineering and Testing, LLC 2789 Riverside Parkway Grand Junction, Colorado 81501

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FIGURES

Figure 1 – Site Location Map Figure 2 – Site Plan

APPENDICES

Appendix A – Test Pit Logs from Previous Investigations Appendix B – Test Pit Logs from Current Investigation Appendix C – Laboratory Testing Results from Previous Investigations



1.0 INTRODUCTION

As part of extensive development in Western Colorado, a new mixed-use development is proposed in Ridgway. As part of the development process, Huddleston-Berry Engineering and Testing, LLC (HBET) was retained by Mountaineer Construction to conduct a supplemental geotechnical investigation at the site.

1.1 Previous Work

A previous geotechnical investigations was conducted at the site in 2003. The investigation was summarized in the following report:

 Geotechnical Evaluation, Ridgeway Hot Springs, Uncompany River, Ridgeway, Colorado by Western Technologies, Inc. for Alpha Inn Management, March 12, 2003.

1.2 Scope

As discussed above, a supplemental geologic hazards and geotechnical investigation was conducted for a proposed mixed-use development in Ridgway, Colorado. The scope of the investigation included the following components:

- Conducting a subsurface investigation to evaluate the subsurface conditions at the site and supplement the information in the referenced report.
- Providing recommendations for foundation type and subgrade preparation.
- Providing recommendations for bearing capacity.
- Providing recommendations for lateral earth pressure.
- Providing recommendations for drainage, grading, and general earthwork.
- Providing recommendations for pavements.

The investigation and report were completed by a Colorado registered professional engineer in accordance with generally accepted geotechnical and geological engineering practices. This report has been prepared for the exclusive use of Mountaineer Construction.

1.3 Site Location

The site is located between the Uncompany River and Highway 550, just north of Highway 62 in Ridgway, Colorado. The project location is shown on Figure 1 – Site Location Map.

1.4 Proposed Construction

The proposed construction is anticipated to include new townhomes, new apartment buildings, and/or new commercial buildings.



2.0 FIELD INVESTIGATION

2.1 **Previous Subsurface Investigations**

The previous subsurface investigation was conducted in February 2003 and consisted of nine test pits across the site. The test pits were excavated to depths of between 8 and 10 feet below the existing ground surface. The locations of the test pits are shown on Figure 2 – Site Plan. Typed test pit logs are included in Appendix A.

As indicated on the logs, the subsurface conditions at the site were slightly variable. Most of the test pits in the central portion of the site encountered brown, moist to wet, loose to medium dense gravel soils with some sand and cobbles. However, in the southwestern portion of the site near the Uncompany River, fill materials and/or sand and gravel soils were encountered to a depth of 5 feet where the gravels encountered in the other test pits were present.

In the northern portion of the site, fill materials and/or sandy silt were encountered to depths of between 5 and 8 feet. The gravels encountered in the central portion of the site were present below the fill. Groundwater was encountered across the site at depths of between 7 and 9 feet.

2.2 Current Subsurface Investigation

The current subsurface investigation was conducted on March 26^{th} , 2020 and consisted of four borings drilled to depths of between 18 and 20 feet below the existing ground surface. The locations of the borings are shown on Figure 2 – Site Plan. Typed boring logs are included in Appendix B. Samples of the subsurface soils were collected during Standard Penetration Testing (SPT) and using bulk sampling methods at the locations shown on the logs.

As indicated on the logs, the subsurface conditions at the site were slightly variable. However, the borings generally encountered brown, moist to wet, medium dense sandy gravel soils from the ground surface to depths of between 9 and 14 feet. The gravel was underlain by brown, wet, loose to medium dense silty, clayey sand soils to the bottoms of the borings. Groundwater was encountered during the current investigation at depths of between 8 and 11 feet.

3.0 LABORATORY TESTING

3.1 **Previous Subsurface Investigation**

Laboratory testing results from the previous subsurface investigation indicate that the shallow native soils range from non-plastic to slightly plastic. In addition, the shallow native soils were indicated to have a slight potential for expansion, with up to approximately 2.3% expansion measured in the laboratory. The laboratory testing results from the previous investigation are included in Appendix C.



4.0 **RECOMMENDATIONS**

4.1 Foundations

The shallow subsurface conditions encountered during the current investigation were fairly similar to those encountered during the previous investigation. However, the deeper geotechnical borings indicated that the native gravel soils are underlain by lower density sand soils.

In general, HBET believes that shallow foundations are still appropriate for new structures at this site. Spread footings and monolithic structural slabs are both acceptable. However, in order to limit the potential for excessive differential movements, it is recommended that foundations be constructed above a minimum of 24-inches of structural fill.

As discussed above, the laboratory testing results from the previous investigation indicated that the native soils were slightly expansive. Therefore, the native soils are not suitable for reuse as structural fill. Imported structural fill should consist of a granular. <u>non-expansive, non-free draining</u> material approved by HBET.

For spread footing foundations, the footing areas may be trenched. However, for monolithic slab foundations, the structural fill should extend across the entire building pad area, below the bottoms of the turndown edges, to a depth equal to the thickness of structural fill. Structural fill should extend laterally beyond the edges of the foundations a distance equal to the thickness of structural fill for both foundation types.

Prior to placement of structural fill, it is recommended that any existing fill materials be removed. In addition, the bottoms of the foundation excavations should be scarified to a depth of 6 to 9-inches, moisture conditioned, and re-compacted to a minimum of 95% of the standard Proctor maximum dry density, within $\pm 2\%$ of the optimum moisture content as determined in accordance with ASTM D698. Structural fill should be moisture conditioned, placed in maximum 8-inch loose lifts, and compacted to a minimum of 95% of the standard Proctor maximum dry density for fine grained soils or modified Proctor maximum dry density for coarse grained soils, within $\pm 2\%$ of the optimum moisture content as determined in accordance with ASTM D698 or D1557, respectively.

Structural fill should be extended to within 0.1-feet of the bottom of the foundation. No more than 0.1-feet of gravel should be placed below the footings or turndown edge as a leveling course.

For foundation building pads prepared as recommended with structural fill consisting of approved imported granular materials, a maximum allowable bearing capacity of 1,500 psf may be used. In addition, a modulus of subgrade reaction of 200 pci may be used for structural fill consisting of approved imported materials. Foundations subject to frost should be at least 36-inches below the final grade.



For foundations constructed as recommended, total foundation settlements are anticipated to be less than 1-inch.

4.2 Corrosion of Concrete

Water soluble sulfates are common to the soils in Western Colorado. Therefore, at a minimum, Type I-II sulfate resistant cement is recommended for construction at this site.

4.3 Non-Structural Floor Slabs and Exterior Flatwork

In order to limit the potential for movement of floor slabs and/or exterior flatwork, it is recommended that non-structural floating floor slabs be constructed above a minimum of 18-inches of structural fill with subgrade preparation, structural fill materials, and structural fill placement in accordance with the *Foundations* section of this report. It is recommended that exterior flatwork be constructed above a minimum of 12-inches of structural fill.

4.4 Lateral Earth Pressures

Stemwalls or retaining walls should be designed to resist lateral earth pressures. For backfill consisting of the native soils or imported granular, non-free draining, non-expansive material, an active equivalent fluid unit weight of 50 pcf may be used in areas where no surcharge loads are present. An at-rest equivalent fluid unit weight of 70 pcf may be used for braced walls. Lateral earth pressures should be increased as necessary to reflect any surcharge loading behind the walls.

4.5 Drainage

<u>Grading and drainage at the site are critical to the long-term performance of</u> <u>the foundations and slabs-on-grade</u>. Grading around the structures should be designed to carry precipitation and runoff away from the structures. It is recommended that the finished ground surface drop at least twelve inches within the first ten feet away from the structures. However, where impermeable surfaces (i.e. sidewalks, pavements, etc.) are adjacent to the structures, the grade can be reduced to 2.5-inches (ADA grade) within the first ten feet away from the structure.

HBET recommends that surface downspout extensions be used which discharge 15 feet from the structures or beyond the backfill zone, whichever is greater However, if subsurface downspout drains are utilized, they should be carefully constructed of solid-wall PVC and should daylight a minimum of 15-feet from the structures. In addition, an impermeable membrane is recommended below subsurface downspout drain lines. Dry wells should not be used.



In order to limit the potential for surface moisture to impact the structures, perimeter foundation drains are recommended. In general, the perimeter foundation drains should consist of prefabricated drain materials or perforated pipe and gravel systems with the flowlines of the drains at the bottoms of the foundations (at the highest point). The perimeter drains should slope at a minimum of 1% to daylight or to sumps with pumps. An impermeable membrane is also recommended at the base of the drains to limit the potential for moisture to infiltrate into the subsurface below the foundations.

4.6 Excavations

Excavations in the soils at the site may stand for short periods of time but should not be considered to be stable. Therefore, trenching and excavations should be sloped back, shored, or shielded for worker protection in accordance with applicable OSHA standards. The native soils at the site generally classify as Type C soil with regard to OSHA's *Construction Standards for Excavations*. For Type C soils, the maximum allowable slope in temporary cuts is 1.5H:1V.

4.7 **Pavements**

The proposed construction is anticipated to include paved automobile parking areas and truck traffic areas. As discussed previously, the pavement subgrade materials range from fill to gravels. However, the native soils were indicated to have a slight potential for expansion. Therefore, the minimum recommended Resilient Modulus of 3,000 psi was used for the pavement design.

Based upon the subgrade conditions and anticipated traffic loading, flexible and rigid pavement section alternatives were developed in accordance with AASHTO design methodologies. The following minimum pavement section alternatives are recommended:

	PAVEMENT SECTION (Inches)				
ALTERNATIVE	Hot-Mix Asphalt Pavement	CDOT Class 6 Base Course	CDOT Class 3 Subbase Course	Concrete Pavement	TOTAL
А	3.0	9.0			12.0
В	4.0	7.0			11.0
С	3.0	6.0	6.0		15.0
Rigid Pavement		6.0		6.0	12.0

Automobile Parking Areas EDLA = 5 Structural Number = 2 75

Truck Traffic Areas

EDLA = 20, Structural Number = 3.50

	PAVEMENT SECTION (Inches)				
ALTERNATIVE	Hot-Mix Asphalt Pavement	CDOT Class 6 Base Course	CDOT Class 3 Subbase Course	Concrete Pavement	TOTAL
А	3.0	15.0			18.0
В	4.0	12.0			16.0
С	3.0	6.0	13.0		22.0
Rigid Pavement		6.0		8.0	14.0



Prior to pavement placement, areas to be paved should be stripped of all topsoil, fill, or other unsuitable materials. It is recommended that the subgrade soils be scarified to a depth of 12-inches; moisture conditioned, and recompacted to a minimum of 95% of the standard Proctor maximum dry density, within $\pm 2\%$ of optimum moisture content as determined by AASHTO T-99.

Aggregate base course and subbase course should be placed in maximum 9-inch loose lifts, moisture conditioned, and compacted to a minimum of 95% and 93% of the maximum dry density, respectively, at -2% to +3% of optimum moisture content as determined by AASHTO T-180. In addition to density testing, base course should be proofrolled to verify subgrade stability.

It is recommended that Hot-Mix Asphaltic (HMA) pavement conform to CDOT grading SX or S specifications and consist of an approved 75 gyration Superpave method mix design. HMA pavement should be compacted to between 92% and 96% of the maximum theoretical density. An end point stress of 50 psi should be used. It is recommended that rigid pavements consist of CDOT Class P concrete or alternative approved by the Engineer. In addition, pavements should conform to local specifications.

The long-term performance of the pavements is dependent on positive drainage away from the pavements. Ditches, culverts, and inlet structures in the vicinity of paved areas must be maintained to prevent ponding of water on the pavement

5.0 GENERAL

The recommendations included above are based upon the results of the previous and current subsurface investigations, and on our local experience. These conclusions and recommendations are valid only for the proposed construction.

As discussed previously, the subsurface conditions at the site were slightly variable. However, the precise nature and extent of any subsurface variability may not become evident until construction. As a result, it is recommended that HBET provide construction materials testing and engineering oversight during the entire construction process.

It is important to note that the recommendations herein are intended to reduce the risk of structural movement and/or damage, to varying degrees, associated with volume change in the native soils. However, HBET cannot predict long-term changes in subsurface moisture conditions and/or the precise magnitude or extent of volume change in the subsurface materials. Where significant increases in subsurface moisture occur due to poor grading, improper stormwater management, utility line failure, excess irrigation, or other cause, either during construction or the result of actions of the property owner, several inches of movement are possible. In addition, any failure to comply with the recommendations in this report releases Huddleston-Berry Engineering & Testing, LLC of any liability with regard to the structure performance.



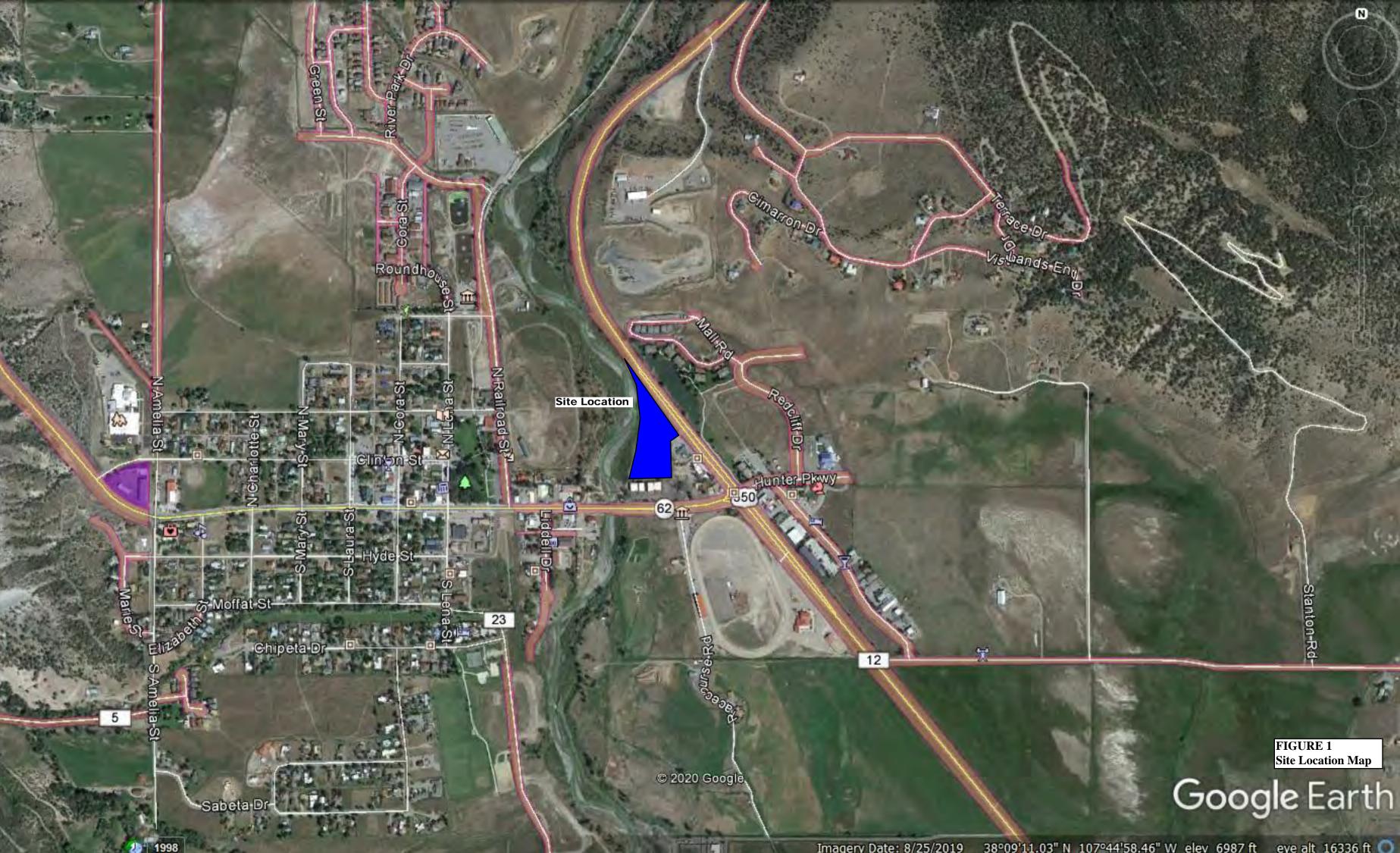
Huddleston-Berry Engineering and Testing, LLC is pleased to be of service to your project. Please contact us if you have any questions or comments regarding the contents of this report.

Respectfully Submitted: Huddleston-Berry Engineering and Testing, LLC



Michael A. Berry, P.E. Vice President of Engineering

FIGURES



Imagery Date: 8/25/2019 38°09'11.03" N 107°44'58.46" W elev 6987 ft eye alt 16336 ft 🔘

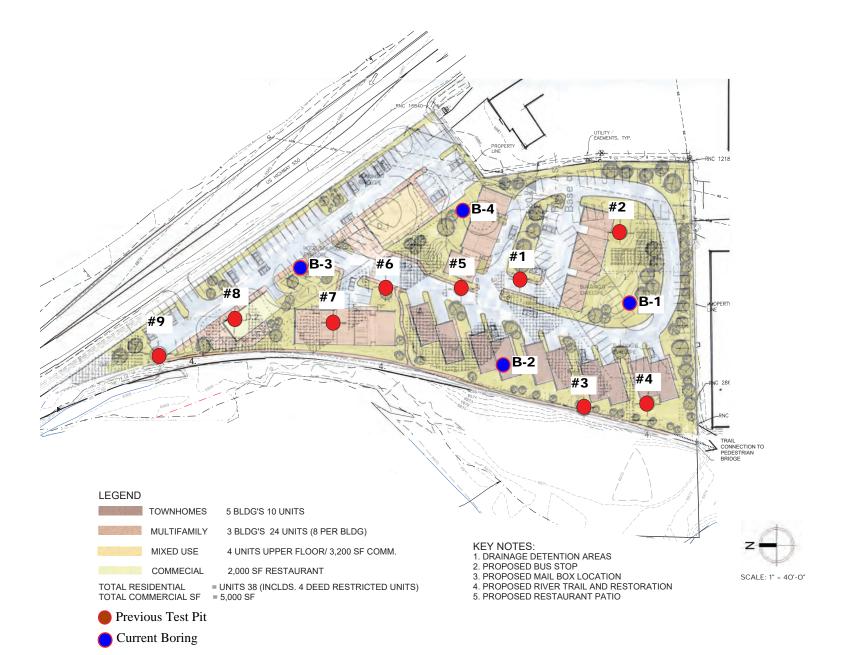
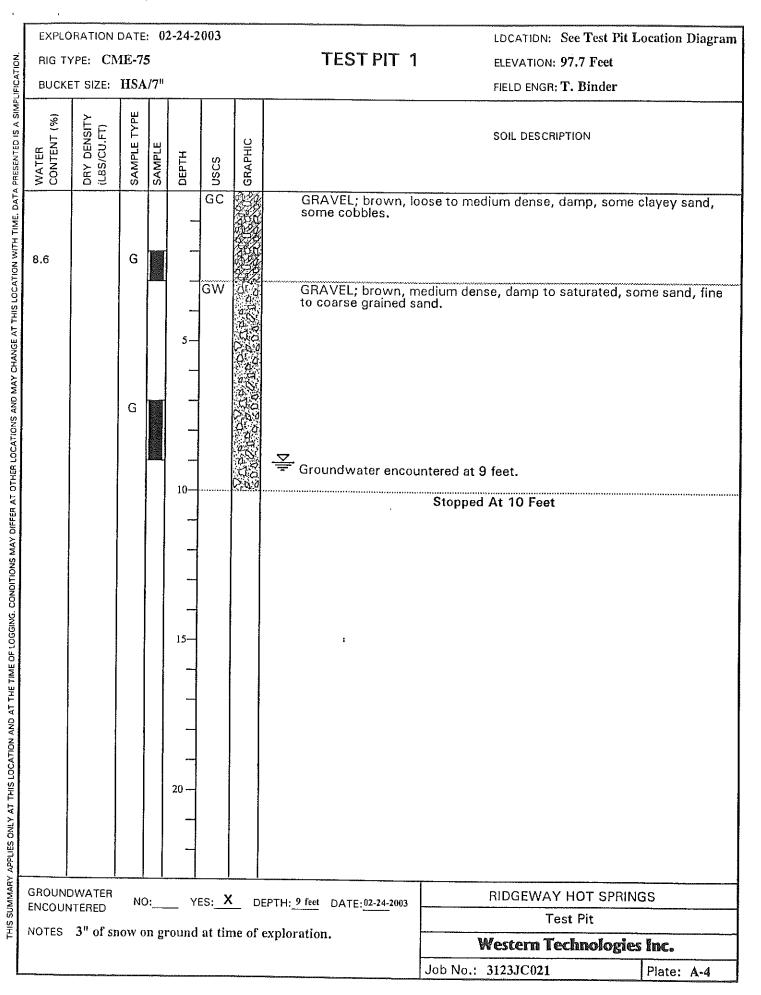


FIGURE 2 Site Plan

APPENDIX A Test Pit Logs from Previous Investigation



EXPLORATION DATE: 02-24-2003					003			nopasytym://www.com/com/com/com/com/com/com/com/com/com/	LOCATION: See Test Pit]	Location Diagram
RIG T	YPE: Ca	t 416	С				TEST PIT 2		ELEVATION: 99.6 Feet	
BUCK	ET SIZE:	24 in	ch						FIELD ENGR: T. Binder	
WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	ДЕРТН	uscs	GRAPHIC			SOIL DESCRIPTION	
		G			GW			Intered at 9	feet. At 10 Feet	urated, some
	DWATER	NO	:	YE	s: X	DF	PTH: 9 feet DATE:02-24-2003		RIDGEWAY HOT SPRIN	GS
	NIERED			'			DATE:02224-2003		Test Pit	
NOTES								W	estern Technologies	s Inc.
	9377 8-9 777	Patrice						Job No.: 3	3123JC021	Plate: A-5

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

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EXPLO	DRATION	DATE:	02	2-24-2	003	Notes and a second s	аналалаган калалаган калдаг (унформиной))) жага калараан каларад били калан каларад бороу калалаган калара кал ,	LOCATION: See Test Pit Location Diagra	un j
RIG T	YPE: Ca	t 416	С				TEST PIT 3		
BUCK	ET SIZE:	24 in	ch					FIELD ENGR: T. Binder	
WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	uscs	GRAPHIC	ан адаан и талаан ал адаан ал ал адаан	SOIL DESCRIPTION	
		G		-	GW			RAVEL; brown, loose, damp to moist, some s.	
GROUN	DWATER NTERED	NC);	YE	s: X	DE	PTH: 8 feet DATE: 02-24-2003	RIDGEWAY HOT SPRINGS	
NOTES								Test Pit	
								Western Technologies Inc.	
	Garger and the state of the sta							Job No.: 3123JC021 Plate: A-6	
Dana	a 1 of 1							(2)	

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Ì	EXPLO	RATION	DATE	: 02	2-24-2	2003			LOCATION: See Test Pit I	ocation Diagram
, DN	RIG TY	PE: Ca	t 416	С				TEST PIT 4		
FICAT	BUCKE	T SIZE:	24 in	ch					FIELD ENGR: T. Binder	
SIMPL	~		ш							
PRESENTED IS A	WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	uscs	GRAPHIC		SOIL DESCRIPTION	
H LIME. DATA						GW	De Col	GRAVEL; brown, lo	ose, damp to moist, some sand, sor	me cobbles.
CHAINGE AT THIS LUCATION WITH TIME, DATA PRESENTED IS A SIMPLIFICATION.	13.5		G			SM		SILTY SAND; tan to gravel.	b brown, loose to medium dense, da	mp, trace of
			G		5-	GW			ose to medium dense, damp to satu •	rated, some
					 10		2002	- 폴 Groundwater encou	ntered at 9 feet. Stopped At 10 Feet	
	GROUND									
	GROUND ENCOUN	WATER TERED	NC	:	YI	ES: X	DE	EPTH: 9 feet DATE: 02-24-2003	RIDGEWAY HOT SPRING Test Pit	GS
	NOTES								Western Technologies	inc.
L		9701	(0/240)	- GLD FILLAR	¥34				Job No.: 3123JC021	Plate: A-7

t Jarlehander						######################################		22222/1224-01-00-022/2222-01-01-02-022/2222-01-01-02-022/222
EXPLORATIO			2-24-2	.003			LOCATION: See Test Pit I	location Diagram
BUCKET SIZE						TEST PIT 5	ELEVATION: 97.8 Feet	
BUCKET SIZE	24 ii	nch	r			· · · · · · · · · · · · · · · · · · ·	FIELD ENGR: T. Binder	
WATER WATER CONTENT (%) DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	uscs	GRAPHIC		SOIL DESCRIPTION	
	G			GW		GRAVEL; brown, ic sand, some cobbles	intered at 9 feet. Stopped At 10 Feet	irated, some
GROUNDWATER):	V			DTH. 9 feet DATE 02 34 2003	RIDGEWAY HOT SPRIN	GS
ENCOUNTERED	NU	/: <u></u>	YE	<u>; ^</u>	DE	PTH: 9 feet DATE: 02-24-2003	Test Pit	
NOTES							Western Technologies	5 Inc.
	- 22800-14-14-1-1-			TA10-0			Job No.: 3123JC021	Plate: A-8

ģ DATA THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME

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EXPLORATION	DATE	02	2-24-2	003		an a		
						TEST PIT 6		Pit Location Diagram
BUCKET SIZE:								
	1				· · ·		FIELD ENGR: T. Binde	er
WATER CONTENT (%) DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	uscs	GRAPHIC		SOIL DESCRIPTION	
	G			GW		GRAVEL; brown, k sand, some cobble	intered at 9 feet. Stopped At 10 Feet	saturated, some
GROUNDWATER	NO		 VF	с. X			RIDGEWAY HOT SP	RINGS
ENCOUNTERED	NO:		_ TE	ə: <u>^</u>	DEI	PTH: 9 Seet DATE: 02-24-2003	Test Pit	
NOTES							Western Technolo	gies Inc.
1402/10-00-00-00-00-00-00-00-00-00-00-00-00-0		72-9-		2100 A W			Job No.: 3123JC021	Plate: A-9

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EXPLORATION DATE: 02-24-2003							9 ¹¹¹⁹⁻¹ 6an-1990 - 1990		LOCATION: See Test Pit I	Location Diagram
RIGT	YPE: Ca	t 416	С				TEST PIT 7		ELEVATION: 96.5 Feet	
виск	ET SIZE:	24 ir	ch						FIELD ENGR: T. Binder	
WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	uscs	GRAPHIC			SOIL DESCRIPTION	
		G			GW		GRAVEL; brown, ic sand, some cobble: ⊊ Groundwater encou	ntered at 9 f	eet. t 10 Feeet	irated, some
	DWATER	NO	:	YE	:s: X	DF	PTH: 9 feet DATE: 02-24-2003	R	DGEWAY HOT SPRING	GS
ENCOU	IFRED		•			_ DE	DATE: 02-24-2003		Test Pit	
NOTES								We	estern Technologies	loc.
	2)			- Marija Haranga ma				Job No.: 3	123JC021	Plate: A-10



EXPLORA		DATE:	02-	24-2	.003		yaannaan aan ah	LOCATION: See Test Pit Location Diagram
RIG TYPE	: Cat	4160	2				TEST PIT	B ELEVATION: 96.5 Feet
BUCKET	SIZE:	24 in	ch				1911 - 19 (1911) -	FIELD ENGR: T. Binder
WATER CONTENT (%)	URY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	uscs	GRAPHIC		SOIL DESCRIPTION
25.5		GG			ML GW		SANDY SILT; tan	GRAVEL; brown, loose, damp to moist, some es. to brown, firm, moist, some gravel. oose to medium dense, moist to saturated, some es. ountered at 8 feet. Stopped At 10 Feet
GROUNDW, ENCOUNTE NOTES		NO:		<u> </u>	I ≣S:X	D	EPTH: 8 feet DATE: 02-24-2003	RIDGEWAY HOT SPRINGS Test Pit
								Western Technologies Inc.
an a far an	**************************************				-		amman tarak ya mana katalo mana katalo mana katalo katalo katalo katalo katalo katalo katalo katalo katalo kata	Job No.: 3123JC021 Plate: A-11
								(2)

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

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EXPLORATION DATE: 02-24-2003				2003		senanananananananananananananananananana	Location Diagram	
RIG TYPE:	Cat 4	16C				TEST PIT 9		_
BUCKET SIZ	ze: 24	inch	1				FIELD ENGR: T. Binder	
WATER CONTENT (%) DRY DENSITY	(LBS/CU.FT)	SAMPLE I YPE SAMPLE	DEPTH	uscs	GRAPHIC		SOIL DESCRIPTION	
		5				FILL O TO 8 FEET C sand, some cobble	antered at 7 feet. Stopped At 8 Feet	turated, some
		NO:	Y	'ES: X	DI	EPTH: 7 feet DATE: 02-24-2003	RIDGEWAY HOT SPRIN	IGS
ENCOUNTER	EU		····· ,		01		Test Pit	
NOTES							Western Technologie	s Inc.
and the second		200-000		un todane	an a		Job No.: 3123JC021	Plate: A-12

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT 07HER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

APPENDIX B Boring Logs from Current Investigation

TEAL	HOINEERING HB	Huddleston-Berry Engineering & Testing, LLC 2789 Riverside Parkway Grand Junction, CO 81501 970-255-8005					BO	RIN	IG I	NUN		R B E 1 C	
CLI		untaineer Construction	_ PROJEC	T NAME	Triang	le Lot							
			PROJEC										
DA	TE STAR	TED 3/26/20 COMPLETED 3/26/20						HOLE	SIZE	4-inc	h		
DR	ILLING C	ONTRACTOR S. McKracken		WATER	LEVE	LS:							
DR	ILLING M	ETHOD Simco 2000 Truck Rig	XAT	TIME OF	- DRILI	_ING _11.0) ft						
LO	GGED BY	SD CHECKED BY MAB	_ ¥ at	END OF	DRILL	ING <u>11.0</u>	ft						
NO	TES		_ AF	TER DRI	LLING								
DEPTH	(ft) GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	/ERY % QD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	AT OL		<u> </u>	FINES CONTENT (%)
) DE				SAMPL	RECOVERY (RQD)	COL (N V/	POCKE (t	DRY U (p	MOIS	LIQUID	PLAST LIMIT	PLASTICITY INDEX	FINES C
		Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, m dense ***Hole collapsing below water table. Unable to sample. Silty, Clayey SAND (sc-sm), brown, wet, loose to medium d Bottom of hole at 20.0 feet.		SS 1	39	6-3-3 (6)							

TELLET I	HGINE	B	Huddleston-Berry Engineering & Testing, LLC 2789 Riverside Parkway Grand Junction, CO 81501 970-255-8005					BO	RIN	IG I	NUN		R E ≣ 1 C	
CL	IENT	Mo	untaineer Construction	PROJEC		Trian	gle Lot							
PR	OJE	CT NI	JMBER 02064-0001	PROJEC	T LOCAT	ION _	Ridgway, CO	2						
DA	TE S	STAR	TED _3/26/20 COMPLETED _3/26/20	GROUNE	ELEVA				HOLE	SIZE	4-inc	h		
			DNTRACTOR S. McKracken											
			ETHOD Simco 2000 Truck Rig				_ING <u>8.0 f</u>							
			SD CHECKED BY MAB				ING <u>8.0 ft</u>							
NO	DTES	·		AF	TER DRI	LLING		1	1	1	1			
O DEPTH		GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)				FINES CONTENT (%)
			Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, me dense ***Hole collapsing below water table. Unable to sample. Silty, Clayey SAND (sc-sm), brown, wet, loose to medium der Bottom of hole at 18.0 feet.		SS 1	56	24-50							

(En la	Billing	Huddleston-Berry Engineering & Testing, LLC 2789 Riverside Parkway Grand Junction, CO 81501 970-255-8005					BO	RIN	ig i	NUN		R B E 1 C	
c	LIE	NT Mo	ountaineer Construction	PROJEC	T NAME	Trian	gle Lot							
P	ROJ	ECT N	UMBER 02064-0001	PROJEC	T LOCAT		Ridgway, CO	<u>с</u>						
C	DATE	STAR	TED _3/26/20 COMPLETED _3/26/20	GROUN	ELEVA				HOLE	SIZE	4-inc	h		
	RIL	LING C	ONTRACTOR S. McKracken	GROUN	WATER	LEVE	LS:							
	RIL	LING M	ETHOD Simco 2000 Truck Rig	abla fa	TIME OF	DRIL	LING _10.0) ft						
L	.OGG	GED B	CHECKED BY MAB		END OF	DRILL	ING 10.0	ft						
	OTE	S		AF	TER DRI	LLING								
		GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	LIQUID LIMIT			FINES CONTENT (%)
	0		Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, me dense		SS 1	28	9-9-6 (15)							
- GFJ -	15													
	-													
	20				-									
			Bottom of hole at 20.0 feet.											
~ 🖵														· · · · · · · · · · · · · · · · · · ·

Grand Junction, CO 81501 970-255-8005		PAGE 1 OF 1
IENT Mountaineer Construction PROJECT NAME Triangle Lot		
OJECT NUMBER 02064-0001 PROJECT LOCATION Ridgway, CO		
TE STARTED <u>3/26/20</u> COMPLETED <u>3/26/20</u> GROUND ELEVATION	HOLE SIZE	4-inch
ILLING CONTRACTOR S. McKracken GROUND WATER LEVELS:		
ILLING METHOD Simco 2000 Truck Rig		
GGED BY SD CHECKED BY MAB AT END OF DRILLING 10.0 ft		
TES AFTER DRILLING		
(III) GRAPHIC LOG LOG LOG LOG LOG LOG LOG LOG	(tsf) DRY UNIT WT. (pcf) MOISTURE CONTENT (%)	ATTERBBERG LIMIT PLASTIC PL
Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, medium dense Silly, Clayey SAND (sc-sm), brown, wet, loose to medium dense ***Hole collapsing below water table. Unable to sample. Bottom of hole at 20.0 feet.		

APPENDIX C Laboratory Testing Results from Previous Investigation

	1	·			OIL PROI	CRITES				
TERT	_		SOIL PR	OPERTY	COMPR CONSO	ESSION / LIDATION		EXPANSION	SION	
TEST PIT NO.	DEPTH (FEET)	SOIL CLASSIFICATION	INITIAL DRY DENSITY (PCF)	INITIAL WATER CONTENT (%)	SURCHARGE (KSF)		SURCHARGE (KSF)	EXPANSION (%)	MAXIMUM SWELL PRESSURE (KSF)	REMARKS
1	2-3	GC	116	6.0			0.1	+2.3		1,2
4	2-3	SM	110	8.0			0.1	+1.4		1,2
8	3-5	ML	109	25.5			0.1	+0.9		1,2
		ity and Initial V								

REMARKS:

- Compacted Density (approximately 95% of ASTM D698 maximum density at moisture content slightly below optimum).
 Submerged to approximate saturation.
 Dry Density determined from one ring of a multi-ring sample.
 Visual Classification.

RIDGEWAY HOT S	
RIDGEWAT HUT S	PRINGS
Soil Propertie	e

Plate: B-1



Job No.: 3123JC021

						ROPERT					
			SOIL PR	OPERTY	SHEAR S	TRENGTH	PERMEABILITY		WATER MATTI	SOLUBLE ER (PPM)	
NO.	DEPTH (FEET)	SOIL CLASSIFICATION	INITIAL DRY DENSITY (PCF)	INITIAL WATER CONTENT (%)	С (К SF)	Ø (DEGREES)	(CM/SECOND)	SPECIFIC GRAVITY	SALTS	SULFATES	REMARKS
8	3-5	ML							2700	975	
				, ,							
			-		;						
							-				
are GEND: EAR STR	in-situ va	nsity and Initial lues unless othe	Water Cor erwise note	ntent ad,		1. C a 2. V 3. C	ARKS: Compacted Der t moisture val Visual Classific Constant Head alling Head.	ue slightl [,] ation,	proximate y below c	ly 95% of A optimum}.	STM D698

- UC Unconfined Compression UU Unconsolidated Undrained
- CU Consolidated Undrained with Pore Pressure
- CU Consolidated Undrained
- **CD** Consolidated Drained

RIDGEWAY HOT SPRINGS

Soil Properties

Western Technologies Inc.

Plate: B-2

©81 WTI 092799



Job No.: 3123JC021

					PHYS	SICAL	PROF	ERT	IES	1. AUT 74 - T. AUT 74 C. AUT 74		— —		
TEST PIT	DEPTH	SOIL	P	ARTICLE % PAS	SIZE DIS SING BY	TRIBUTI WEIGHT	ON	ATTE LIN	RBERG tITS	MOI R	STURE-DENS ELATIONSHII	ITY		
NO.	(FEET)	CLASSIFICATION	3 IN,	NO. 4	NO. 10	NO. 40	NO. 200	٤L	PI	DRY DENSITY (PCF)	OPTIMUM	1	'R' VALUE	REMARKS
1 8	2-3 3-5	GW ML	100 100	26 98	20 95	13 89	4.3 51.9	u -	NP NP				:	2 2
1														
1						1								
- - - - - - - -		T												
				7444-974-84				r T						
										4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
REMARKS: CLASSIFIC 1. Visual 2. Labora 3. Minus	ATION / PA tory Teste	RTICLE SIZE						I		I			<u></u>	
MOISTURE 4. Tested	DENSITY F	RELATIONSHIP 198 / AASHTO 557 / AASHTO	T99								/AY HOT vsical Prop		G S	
NOTE: NP			51180						W		Techno		Inc.	
							J	ob No		23JC02				e: B-3



PRELIMINARY PLAT OF: RIVERFRONT VILLAGE, PLANNED UNIT DEVELO

CERTIFICATE OF DEDICATION AND OWNERSHIP: KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain Ridgway, Colorado, to wit:

LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UN 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RI OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UI 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAS

OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET: THENCE NORTH 15°16'17" EAST, 169.01 FEET;

THENCE NORTH 12°11'40" EAST, 255.36 FEET;

THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL AND RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET; THENCE NORTH 22°06'19" WEST, 60.00 FEET;

THENCE NORTH 25°22'43" WEST, 68.43 FEET;

THENCE NORTH 30°05'32" WEST, 159.64 FEET;

THENCE NORTH 38°54'53" WEST, 43.57 FEET TO A POINT ON THE WEST LINE OF SAID THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BEGINNING.

ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.

Has by these presents laid out and platted, as shown on this plat, under the name Planned Unit Development. The following easements are dedicated, granted and conve Ridgway, Colorado as shown:

Town Access and Utility Easements, and Public Pedestrian/Non-Motorized Easements hereon;

Executed this _____ day of _____, A.D. 20____,

ALPINE HOMES-RIDGWAY, LLC, a Colorado limited liability company

Ву:		Date:
Printed Name:		Title:
STATE OF COLORADO)	

The foregoing Certificate of Ownership and Dedication was acknowledged before me th _____, A.D. 20_____, by ______ ______ of Alpine Homes-Ridgway, LLC.

SS.

Witness my hand and official seal.

My Commission expires ____ Notary Public

ATTORNEY'S CERTIFICATE:

COUNTY OF _____

I, Thomas G. Kennedy, an attorney at law duly licensed to practice before the courts do hereby certify that I have examined the Title Commitment No. ______Land Title Guarantee Company and according to that title policy, of all land herein pla such land is in the dedicator(s) and owners, and that based upon my review of said property dedicated hereon has been dedicated free and clear of all liens and encumb follows:

CURRENT YEARS TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.

RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UN RESERVED IN UNITED STATES PATENT RECORDED JUNE 13, 1951, IN BOOK 103 AT PAG 508.

SUBJECT TO ANNEXATION PLAT OF SUNSET ENTERPRISES ADDITION FILED MARCH 10, 19 RECEPTION NO. 127944 AND ANNEXATION ORDINANCE RECORDED MARCH 10, 1980 IN PAGE 343.

TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANTED TO US WEST COMMUNICATI INC. RECORDED NOVEMBER 22, 1991 IN BOOK 217 AT PAGE 791.

TERMS AND CONDITIONS OF SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT BETWEEN PATRICIA KATHLEEN QUANDT AND THE TOWN OF RIDGWAY RECORDED APRIL 22, 1992 IN

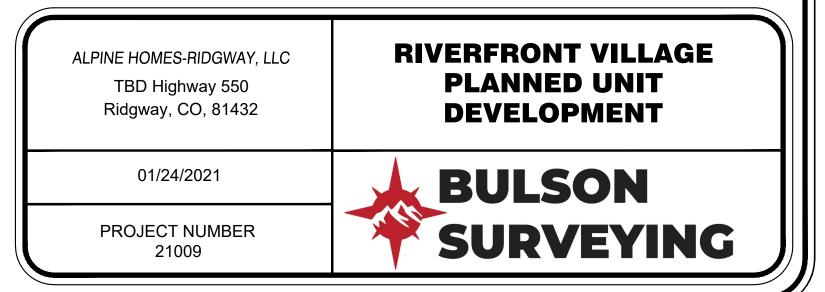
NOTES, EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS AS CONTAINED ON THE RECORD 22, 1992 UNDER RECEPTION NO. 150643, RECORDED DECEMBER 8, 1994 UNDER RECE LOCATED ON LOT 1R, TRIANGLE SUBDIVISION

SITUATED IN THE $E_{2}^{1}SE_{4}^{1}NW_{4}^{1}$ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

a landa in the Town of	RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652.	TOWN ATTORNEY'S CERTIF
n lands in the Town of 1992 UNDER DER RECEPTION NO.	SUBJECT TO NOTICE CONCERNING UNDERGROUND FACILITIES OF SAN MIGUEL POWER ASSOCIATION RECORDED JUNE 22, 1993 IN BOOK 227 AT PAGE 145.	Approved for recording t
NO. 158254. DGWAY, COUNTY OF NDER RECEPTION NO.	TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN EASEMENT AGREEMENT BY AND BETWEEN RIDGWAY HOT SPRINGS, LLC AND TELLURIDE REAL ESTATE COMPANY, LLC, RECORDED JUNE 11, 2007 UNDER RECEPTION NO. 195143 AND AMENDMENT/CLARIFICATION TO EASEMENT AGREEMENT RECORDED JULY 13, 2009 UNDER	ENGINEER'S CERTIFICATE:
ST (BASIS OF BEARING,	RECEPTION NO. 201106.	l,
GLE OF 34°18'00", A	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.	curb gutter & sidewalk, storm drainage system f are adequate to serve t
	ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF UNCOMPAHGRE RIVER.	Date:
LOT 1; BACK TO THE POINT OF	MATTERS DISCLOSED ON IMPROVEMENT SURVEY ISSUED BY ORION SURVEYING CERTIFIED DECEMBER 12, 2019, PROJECT NO. 18079. STORED IN OUR RECORDS AS IMAGE 20049484	Engineer
	Dated this day of, A.D., 20	BASIS OF BEARINGS:
of Riverfront Village yed to the Town of		The bearing between the
	Thomas G. Kennedy, Attorney at Law	cap at the
as shown and identified		LINEAL UNITS STATEMENT:
	CERTIFICATE OF IMPROVEMENTS COMPLETION:	The Lineal Unit used on
	The undersigned, Town Manager of the Town of Ridgway, does certify that all improvements and utilities	
	required by the current Subdivision Regulations of the Town of Ridgway have been installed in this	SURVEYORS CERTIFICATE:
	Subdivision in accordance with the specifications of the Town except for the following which have been	l, David R. Bulson, heret survey is accurate to th
	secured pursuant to Town subdivision regulations:	Statutes, and all applica shown.
		SUBMITTE
		JODIVITTEL
		 David R. Bulson
his day of as the	Date:	
	Dute	
	Town Manager	
		RECORDER'S CERTIFICATE
		This plat was filed for r
	OURAY COUNTY TREASURER: I certify that as of the day of,,, there are no delinquent taxes	the day of
s of record of Colorado,	due, nor are there any tax liens, against the property described herein or any part thereof, and that all	Reception No
issued by latted and that title to d title commitment, the	current taxes and special assessments have been paid in full.	·····
brances, except as	Date:	County Clerk & Recorder
NITED STATES, AS	Ouray County Treasurer	
GE		
	PLANNING COMMISSION:	
980 UNDER BOOK 194 AT	Approved by the Ridgway Town Planning Commission this day of, A.D. 20, by	
FIONS,	, Chairman.	
10143,		
	TOWN COUNCIL:	
N H. DARYL QUANDT AND N BOOK 222 AT PAGE	Approved by the Ridgway Town Council thisday of , A.D. 20, by	
	, Mayor.	
DED PLATS FILED APRIL EPTION NO. 158254 AND		

FICATE:

__day of Town Attorney _____, a Registered Engineer in the State of Colorado, do certify that the streets, sanitary sewer system, the water distribution system, fire protection system and the for this subdivision are properly designed, meet the Town of Ridgway specifications, the Subdivision shown hereon. **Registration Number** found rebar and cap at the ___, and the found rebar and (ASSUMED). bears this plat is U.S. Survey Feet by certify that this plat was prepared under my direct supervision and that said he best of my knowledge, conforms to all requirements of the Colorado Revised able Town of Ridgway regulations, and that all required monuments have been set as D DRAFT PLAT L.S. 37662 .____, 20___. Deputy 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.



PRELIMINARY PLAT OF: RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT

FORMATION OF COMMON INTEREST COMMUNITY. Alpine Homes-Ridgway, LLC, a Colorado limited liability company ("Owner") as the owner of the property depicted in this plat ("Property") and as declarant under the below described Condominium Documents, states as follows:

(A) The Property is being developed as a Colorado common interest ownership community under the name Riverfront Village Planned Unit Development ("Community"), which will be reflected in certain "Condominium Documents," including a "Condominium Map," "Condominium Declaration," and certain Articles of Incorporation and Bylaws for The Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation ("Association"). The Condominium Declaration is being recorded with the recordation of this plat. The Condominium Map will be prepared, executed and recorded as the buildings, facilities and other improvements containing the Units, Common Elements and infrastructure serving the development are completed and prior to the conveyance of a Unit to a third party. Prior to their execution and recordation, the Condominium Documents will be reviewed and approved by the Town of Ridaway.

(B) The Community will consist of certain condominium units "Units", which may be separately owned by individual owners ("Unit Owners"), including certain Units usable for residential purposes ("Residential Unit(s)") and certain Units usable for commercial purposes ("Commercial Unit(s)") and, certain "Common Elements" as the same will be more particularly defined, described, designated and/or depicted on the Condominium Documents. The Residential Units are anticipated to be configured and included in either a building containing multiple Units ("Multifamily Residential Units") or as adjoining Units in a Townhome arrangement ("Townhome Residential Units").

(C) This Plat depicts the general location of the siting for potential buildings and improvements proposed to accommodate the Units and Common Elements that can be constructed on the Property and included in the Community. The "Improvements" consist of any and all buildings, structures, facilities and similar features that are constructed on or otherwise made to the Property at any time to accommodate, support, serve or otherwise facilitate the Units and Common Elements included in the Community or otherwise benefit the Unit Owners and Association. The final siting of the Improvements that may be shown on this Plat may be modified as plans are refined and shall be reflected in the Condominium Documents.

(D) The Owner reserves the right to undertake and complete some or all of the Improvements and annex the completed Units and Common Elements into the Community.

(E) The entirety of the Property is subjected to Reserved Rights (as defined in the Declaration), which may be exercised by Owner (as declarant) as provided for in the Condominium Documents.

2. DEVELOPMENT AGREEMENT. The Owner and the Town have entered into a certain "Development Agreement" concerning the property covered by this Plat, which was recorded on ______ Reception No. _____ in the Ouray County records.

3. VESTED RIGHTS AND PHASING PLAN. The Development Agreement establishes certain vested property rights and phasing timing and sequencing for the development of the property. Please refer to the Development Agreement for all terms, conditions and requirements relating to the vested property rights and phasing timing and sequencing for the development of the property.

4. PROVISION OF DEED RESTRICTED HOUSING. The Development Agreement requires that the Owner, in connection with the development of the project, construct and designate certain Residential Units ("Deed Restricted Units") as such Deed Restricted Units are designated in the Development Agreement, as may be amended by the Town and the Owner from time to time. The Development Agreement further establishes certain restrictions on ownership. use and pricing of the Deed Restricted Units and the timing and sequencing by which the Owner must construct and convey the Deed Restricted Units. Please refer to the Development Agreement for all terms, conditions and requirements relating to the Deed Restricted Units.

5. SHORT-TERM RENTALS. Only the Townhouse Units may be used for "Short-Term Rental" purposes. In all events, such usage must be in compliance with applicable codes and regulations of the Town of Ridgway in effect at the time of the proposed usage, which codes and regulations include: short-term rental regulations, lodging and sales taxes, any applicable licensing, and any future amendments to the Municipal Code

6. COMMON ELEMENT MAINTENANCE. The Association shall have the obligation to maintain the Common Elements and Improvements located within the Community that are owned by the Association as provided for in the (c) <u>Utility and Drainage Easement</u>. A portion of the Community, designated and depicted as an Access and Utility Declaration. This obligation shall include but not be limited to the maintenance and repair of all roads, sidewalks, Easement on this Plat, is subject to a perpetual, non-exclusive easement for (i) the right of Owner, Association shared parking areas, including snow removal, landscaping, irrigation systems, ditches and pipelines, and/or a utility provider, including the Town of Ridgway, to install, repair, maintain, upgrade, use, operate and drainage/stormwater management facilities, commonly owned utilities and other Community facilities. Owners of Units remove certain underground utilities (with limited above ground facilities if approved by Owner or Association) serving are responsible for the repair and maintenance of any Improvements located on their Unit, unless designated for maintenance and repair by the Association. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such Common Elements and Improvements owned and operated by the

LOCATED ON LOT 1R, TRIANGLE SUBDIVISION

SITUATED IN THE $E_{2}^{1}SE_{4}^{1}NW_{4}^{1}$ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

___, 20____ in

Association. In the event that said maintenance is not properly performed, the Town of Ridgway, following written notice and reasonable cure, may cause the work to be done, assess the cost to the Association, may certify such charges as delinguent charges to the county Treasurer to be collected similarly to taxes, may record a lien on said Common Elements, which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

SNOW REMOVAL. The Association shall have the obligation to undertake snow removal in roadways, alleys, rights-of-way located within the Community. In the event that said maintenance and snow removal in the public right-of-way is not properly performed, the Town of Ridgway, following the provision of reasonable notice and cure, may cause the work to be done, assess the cost to the said owners, may certify such charges as delinguent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

B. LANDSCAPING. All landscaping located on the Common Elements shall be planted and maintained by the Association. If landscaping maintenance is not properly performed, the Town of Ridgway, following the provision of reasonable notice and cure, may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges.

9. OUTDOOR LIGHTING. All outdoor lighting fixtures shall comply with Town regulations. 10. MAXIMUM ALLOWABLE UNITS:

- (a) The maximum number of Townhome Residential Units is 10; (b) The maximum number of Multifamily Residential Units is 28;
- (c) The maximum number of Commercial Units is 4

11. EASEMENTS. Alpine Homes-Ridgway, LLC, a Colorado limited liability company as the current, fee simple owner of the property depicted in this plat has designated, created and conveyed certain easements ("Easements") as described hereinbelow benefiting and burdening portions of the property as depicted and described herein. The Easements are being established by Owner for the particular purposes and uses stated hereinbelow. The Easements are being reserved by Owner for the use and benefit of the particular parties indicated below, including the Association and the respective Unit Owners and their tenants, guests and invitees. If the Owner or Association desire to amend any the terms and conditions of the Easements, including the location of the Easement Areas, and the Town agrees to such modifications, the Associations and Town can file a separate instrument reflecting these modifications, which reference this Plat and need not cause an amendment to this Plat to be executed and recorded to accomplish the modifications.

(a) <u>Access and Utility Easement</u>. A portion of the Community, designated and depicted as an Access and Utility Easement on this Plat, is subject to a perpetual, non-exclusive easement for (i) the right to install, repair, maintain, uparade, use and operate roads, sidewalks and similar related facilities enabling vehicular and pedestrian access to and from the Community for the use and benefit of the Association, each Unit Owners and their respective tenants, guests and invitees and (ii) the right of Owner, Association and/or a utility provider (that will be providing a utility service the development occurring within the Community) to install, repair, maintain, upgrade, use, operate and remove certain underground utilities (with limited above ground facilities if approved by Owner or Association) serving only development occurring in the Community along with a reasonable right of entry, ingress and egress to and from the Easement Area to and from adjacent public ROW. The roads shall be privately owned and maintained by the Association. The Access Easements are also granted to and may be used by the Town and the general public for access to the Project.

(b) <u>Utility Easement</u>. A portion of the Community, designated and depicted as a Utility Easement on this Plat, is subject to a perpetual, non-exclusive easement for the right of Owner, Association and/or a utility provider, including the Town of Ridgway, to install, repair, maintain, upgrade, use, operate and remove certain underground utilities along with a reasonable right of entry, ingress and egress to and from the Easement Area and adjacent public ROW.

only development occurring in the Community along with a reasonable right of entry, ingress and egress to and from the Easement Area to and from adjacent public ROW and (ii) the right or Owner and Association to install, repair, maintain, upgrade, use and operate stormwater and drainage facilities and systems serving only development occurring in the Community.

(d) <u>Public Recreational Trail Easement</u>. A portion of the Community, designated and depicted as a "Non—Motorized Public Recreational Trail Easement" on this Plat is being created by Owner and is being granted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing for the right to install, repair, maintain, use and operate a public hiker/biker, non-motorized trail.

(e) <u>Pedestrian Trail/Underpass/Signage Easement</u> A portion of the Community, designated and depicted as a "Pedestrian Trail/Underpass/Signage Easement" on this Plat is being created by Owner and is being granted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing for the right to install, repair, maintain, use and operate a public hiker/biker, non-motorized trail, construct a future highway trail underpass. and install entry signage.

(f) <u>Public Park Easement</u>. A portion of the Community, designated and depicted as a "Public Park Easement" on this Plat is being created by Owner and is being granted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing for the right to use the property covered by the easement for passive recreational use purposed, with no improvements unless approved by the Owner.

12. "SOILS: Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions on a particular lot prior to design and construction. On April 27, 2020, Huddleston-Berry Engineering & Testing, LLC of Colorado issued a Geotechnical Investigation discussing the soil characteristics on Lot 1 in the Triangle Subdivision, which all owners, contractors and engineering are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in this subdivision.

13. CDOT ACCESS PERMIT: Vehicular access to or from property adjoining a state highway shall be provided to the general street system, unless such access has been acquired by a public authority. Pursuant to C.R.S. § 43-2-147(1)(b), all lots and parcels created by this subdivision will have access to the state highway system in conformance with the state highway access code.

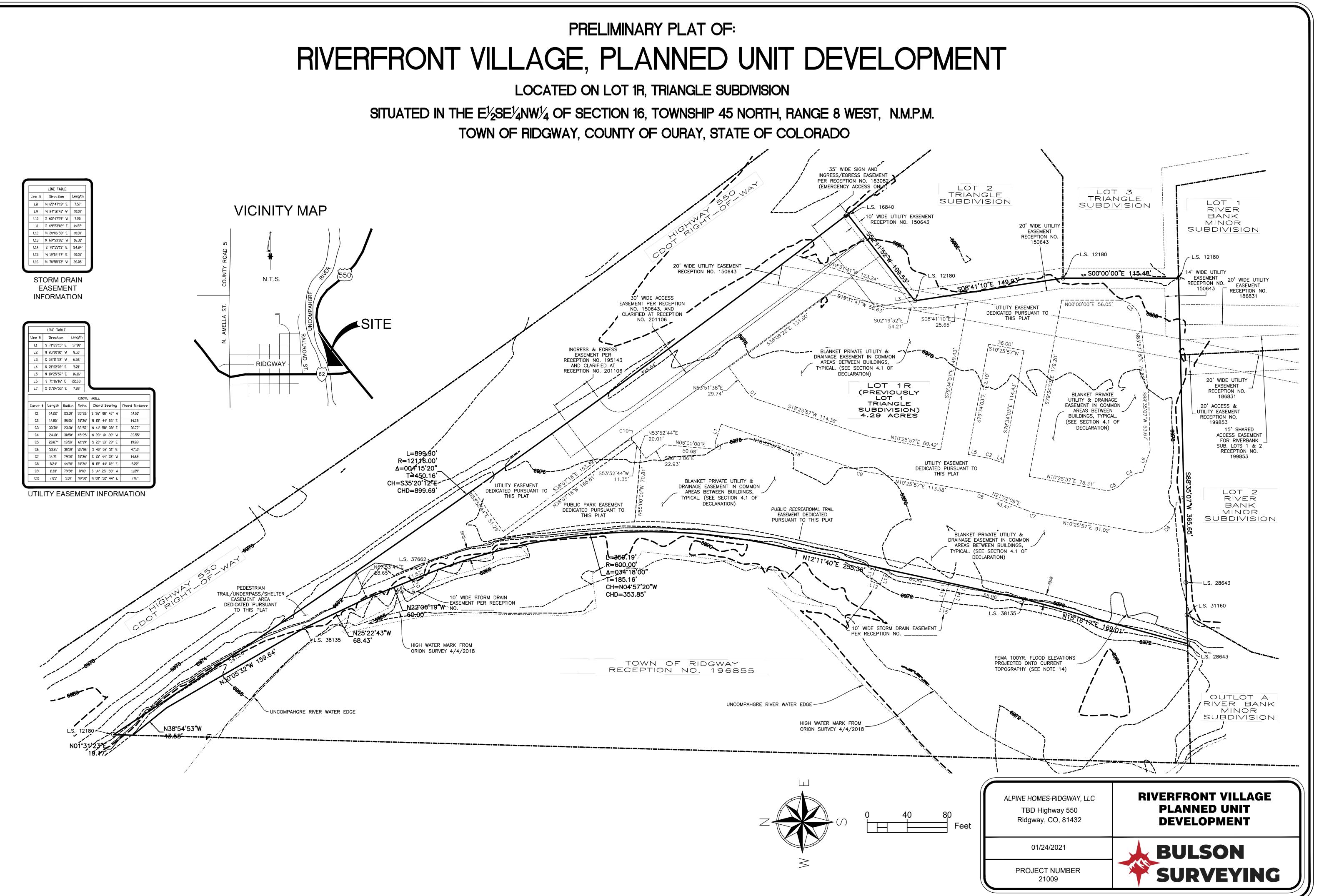
14. PRIOR EASEMENTS: The property platted hereon is subject to the prior easements as shown hereon.

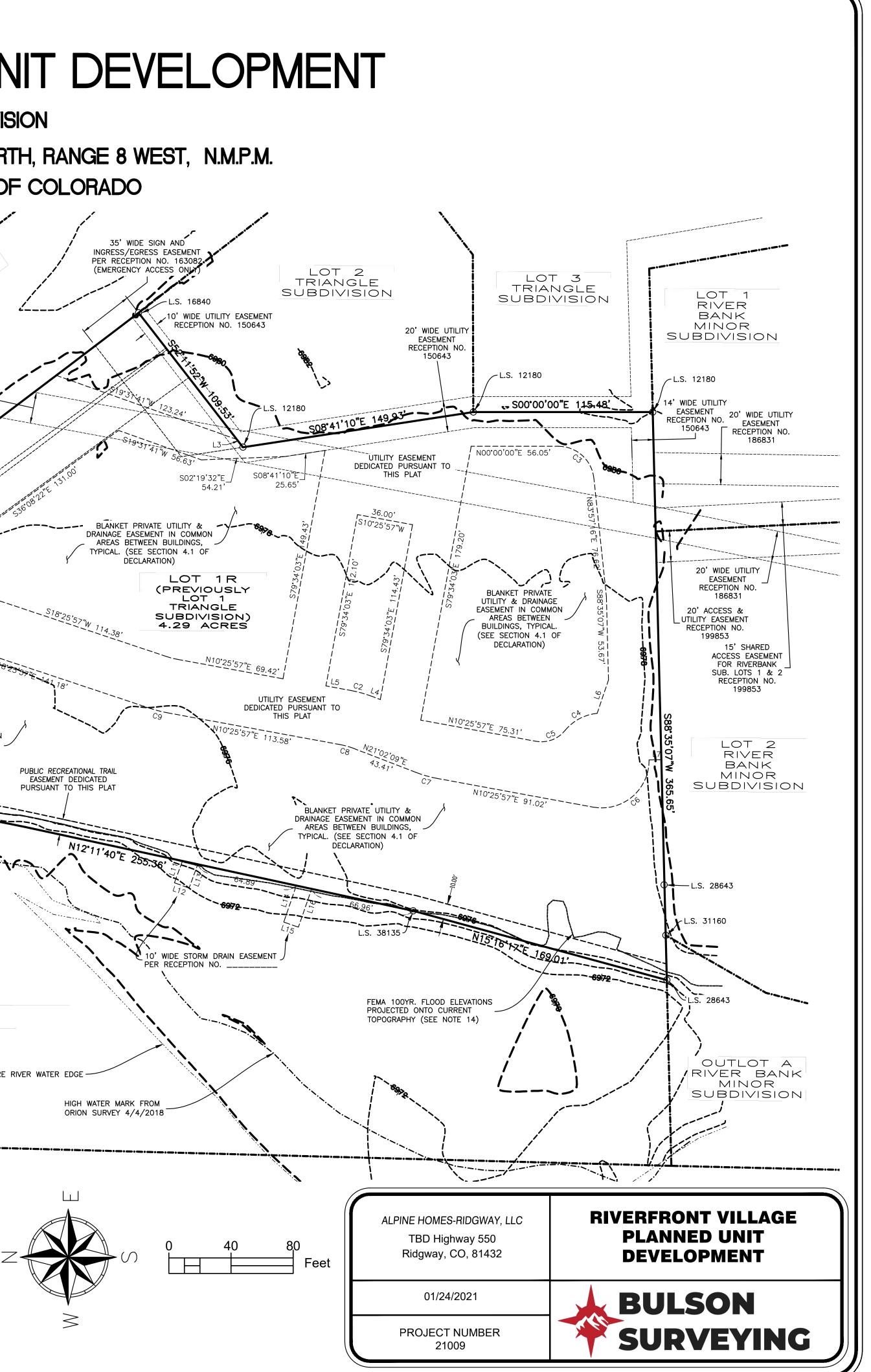
Ridaway.

15. The 100 year flood plain line shown was determined by Del-Mont Consultants, Inc and is based upon the analysis of David W. Schieldt, PE, CFM which are described and noted in a January 2, 2020 letter to the Town of

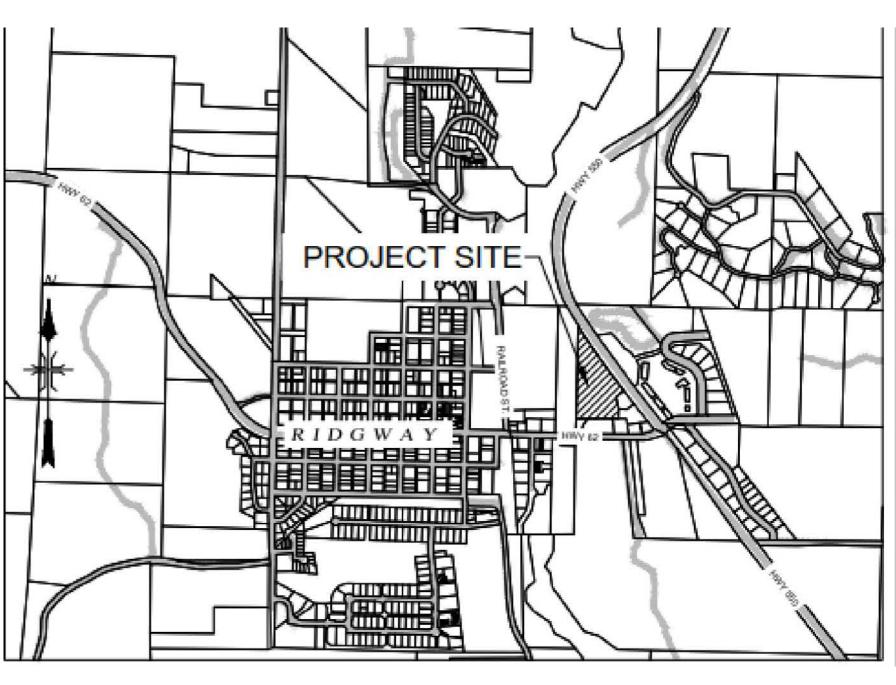
> NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

ALPINE HOMES-RIDGWAY, LLC TBD Highway 550 Ridgway, CO, 81432	RIVERFRONT VILLAGE PLANNED UNIT DEVELOPMENT
01/24/2021	
PROJECT NUMBER 21009	SURVEYING





RIVERFRONT VILLAGE



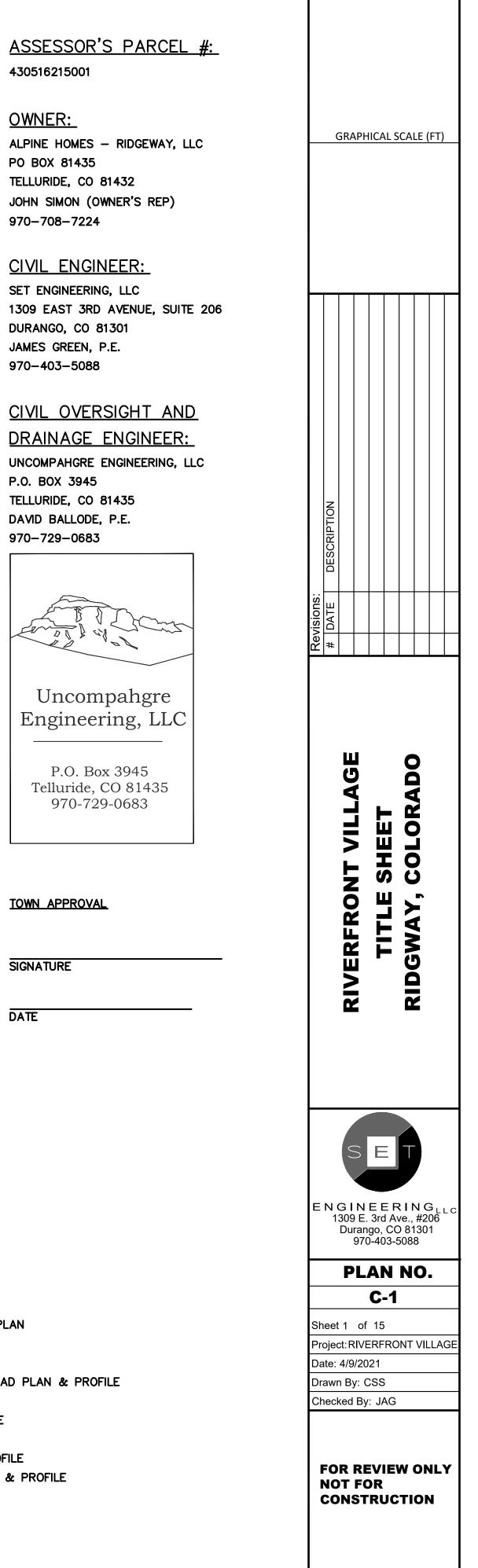
RIDGWAY, COLORADO

CIVIL CONSTRUCTION PLANS

4/9/2021

VICINITY MAP

Sheet	Index
Sheet Number	Sheet [·]
C-1	TITLE SH
C-2	GENERAL
SP-1	SITE PLA
UTL-1	UTILITY I
GP-1	GRADING
SW-1	WQCV ST
SW-2	STORMW
X—1	CROSS S
RD-1	ENTRANC
RD-2	DUPLEX
RD-3	M2 & M
SS-1	SEWER F
SS-2	SEWER F
SS-3	FUTURE
CD-1	CONSTRU



heet Title TLE SHEET ENERAL NOTES TE PLAN TILITY PLAN RADING PLAN QCV STORMWATER MITIGATION PLAN TORMWATER TYPICAL DETAILS ROSS SECTIONS NTRANCE, FRONTAGE, & CM ROAD PLAN & PROFILE JPLEX ROAD PLAN & PROFILE & M3 ROAD PLAN & PROFILE EWER RUN A PLAN & PROFILE EWER RUN B & C PLAN & PROFILE JTURE SEWER EXTENSION PLAN & PROFILE ONSTRUCTION DETAILS

DATE

STREET & UTILITY SPECIFICATIONS

GENERAL

- 1. SAFETY REQUIREMENTS: THE CONTRACTOR SHALL HAVE FULL AND COMPLETE RESPONSIBILITY FOR JOBSITE SAFETY, AND SHALL PERFORM ALL WORK IN FULL CONFORMANCE WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS.
- 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.
- INSPECTION BY TOWN OF RIDGWAY: THE TOWN WILL INSPECT THE INSTALLATION OF THE WATER, 3. 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.
- CONTRACTOR INVESTIGATION: THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH LOCAL 5. 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.
- 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, 811, AND THE INDIVIDUAL UTILITY COMPANIES AS NEEDED. TO LOCATE AND PROPERLY PROTECT EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- HAZARDOUS MATERIALS: IN THE EVENT THAT THE CONTRACTOR SHOULD ENCOUNTER HAZARDOUS 7. 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.
- NOTIFICATIONS: CONTRACTOR SHALL NOTIFY THE TOWN OF RIDGWAY AT LEAST 48 HOURS PRIOR 8. TO COMMENCING CONSTRUCTION TO ARRANGE FOR INSPECTION BY THE TOWN.
- 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.
- 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 KEEP ON ON-SITE SET OF DRAWINGS, UPDATED WEEKLY, THAT RECORD PRECISE LOCATIONS OF WATER AND SEWER TAPS, 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.
- 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

- TRENCH COMPACTION: PLACE ALL TRENCH BACKFILL IN SHALLOW LIFTS IN ACCORDANCE WITH TOWN OF RIDGWAY SPECIFICATIONS.
- 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.
- 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.
- 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.
- 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.
- 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 WATERLLINES 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.
- 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 SUBGRODE 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.
- EXISTING WET SUBGRADE: ANY TRENCHES IN THE STREET SUBGRADE THAT ARE WET AND UNSTABLE AT THE TIME OF TRENCH BACKFLL 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.

TRENCHING (CONT.)

- 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 RESPONSIBILITY TO TRANSFER GRADES FROM THE STAKES TO THE WORK.

WATER DISTRIBUTION SYSTEM

- 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.
- 2. WATER SYSTEM SURVEY CONTROL: THE OWNER WILL PROVIDE ONE (1) SET OF STAKES FOR WATER LINE CONSTRUCTION DESIGNATING WATER MAIN ALIGNMENT, VALVE LOCATIONS, TEES, BENDS, SERVICE LOCATIONS, METER PIT LOCATIONS AND ELEVATIONS, AND FIRE HYDRANT LOCATIONS AND FLANGE ELEVATIONS. HYDRANTS SHALL BE SET ON RIGHT-OF-WAY, WITH FLANGES SET 4" TO 6" ABOVE TOP BACK OF WALK. STAKES WILL BE SET AT OFFSETS SATISFACTORY TO THE CONTRACTOR.
- 3. CONNECTION TO EXISTING WATER SYSTEM WILL BE MADE IN ACCORDANCE WITH TOWN OF RIDGWAY REQUIREMENTS.
- 4. CONFLICTS WITH OTHER UTILITIES: CONTRACTOR SHALL VERIFY CLEARANCE BETWEEN WATER MAINS AND OTHER BURIED UTILITIES. INCLUDING SEWER AND STORM DRAIN LINES. AND SHALL ADJUST THE DEPTH OF THE WATER MAIN AS NEEDED TO PROVIDE MINIMUM REQUIRED CLEARANCES FROM OTHER UTILITIES, AND MINIMUM REQUIRED DEPTH OF COVER ON WATER MAINS.
- 5. BEDDING MATERIALS: BEDDING AND CUTOFF WALLS SHALL CONFORM TO THE TOWN OF RIDGWAY REQUIREMENTS.
- 6. VALVES SHALL BE LOCATED AS SHOWN ON THE DRAWINGS, AND ARE GENERALLY ISOLATED "IN LINE" VALVES. THOSE VALVES THAT ARE MOUNTED ON TEES AND CROSSES SHALL BE FLANGE BY MECHANICAL JOINT. VALVES FOR HYDRANTS SHALL BE BOLTED DIRECTLY TO THE TEE. ALL VALVES SHALL BE INSTALLED ON CONCRETE PADS WITH A MINIMUM BEARING AREA OF 4 sf. THE USE OF PRECAST PADS IS ENCOURAGED. CAST IN PLACE PADS SHALL BE FORMED SUFFICIENT TO PRECLUDE CONTACT BETWEEN CONCRETE AND THE BOLT FLANGES ON THE VALVES. THE CONTRACTOR SHALL PROVIDE BENDS AND FITTINGS AS REQUIRED BY THE TOWN OF RIDGWAY AND ENGINEER FOR THE COMPLETION OF THE WATER LINE.
- 7. VALVE BOX TOPS SHALL BE SET 2" BELOW TOP OF GRAVEL BASE COURSE, AND MARKED WITH STEEL FENCE POSTS PENDING COMPLETION OF STREET CONSTRUCTION. BOXES SHALL BE SET VERTICAL. CLUSTERS OF VALVE BOXES SHALL BE BACKFILLED WITH WASHED ROCK TO INSIDE THE CLUSTER WHERE ACCESS FOR COMPACTION IS TYPICALLY DIFFICULT. TOP OF VALVE BOXES IN ROADS WITH A GRAVEL ROAD SURFACE DESIGN SHALL BE SET 4-6" BELOW THE GRAVEL SURFACE.
- 8. WATER SERVICES AND METER PITS SHALL BE CONSTRUCTED IN CONFORMANCE WITH TOWN OF RIDGWAY 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.
- 9. THRUST BLOCKS SHALL BE SIZED IN ACCORDANCE WITH TOWN OF RIDGWAY REQUIREMENTS AND ACTUAL SAIL CONDITIONS ON SITE. CONCRETE FOR THRUST BLOCKS SHALL BE FORMED TO CONTROL CONCRETE PLACEMENT. AND TO PREVENT CONCRETE FROM COMING IN CONTACT WITH BOLT CIRCLES ON FITTINGS. WRAP THE ENTIRE FITTING AND BOLTS WITH PLASTIC SHEETING PRIOR TO PLACEMENT OF THE CONCRETE TO PREVENT BONDING. CONTRACTOR SHALL CALL THE TOWN TO OBSERVE THRUST BLOCK BEARING AREA AND FORMING PRIOR TO CASTING BLOCKS. 10. LOCATIONS FOR RECORD DRAWINGS: CONTRACTOR MEASURE TAP LOCATIONS FROM THE NEAREST DOWNSTREAM VALVE, AND SHALL INCLUDE THAT INFORMATION IN THE RECORD DRAWINGS TO BE SUBMITTED TO THE OWNER AND THE TOWN 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.
- 10. DISINFECTION: THE CONTRACTOR SHALL DISINFECT (CHLORINATE) AND FLUSH THE PIPELINES IN CONFORMANCE WITH TOWN OF RIDGWAY SPECIFICATIONS AND CDPHE REQUIREMENTS.
- 11. 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.
- 12. DEPTH OF BURY FOR DOMESTIC WATER MAINS: ALL WATER MAINS SHALL HAVE 5 FEET OF COVER, UNLESS NOTED OTHERWISE (UNO).

WRE UTILITIES

- 1. WRE 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 REQUIREMENTS. CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL SUCH WORK WITH THE RESPECTIVE UTILITY COMPANIES.
- 2. WRE UTILITY SURVEY CONTROL: THE OWNER WILL PROVIDE ONE (1) SET OF STAKES AT LOT CORNERS FOR THE CONTRACTOR TO LOCATE POWER, GAS, PHONE AND CTV UTILITIES. CONTRACTOR SHALL PROVIDE ADEQUATE MEANS TO ENSURE THAT THE WIRE UTILITIES ARE INSTALLED AT UNIFORM DEPTH AND UNIFORM DISTANCE BEHIND THE SIDEWALK, INCLUDING WHERE NECESSARY INCIDENTAL GRADING BEHIND THE SIDEWALK TO PROVIDE A UNIFORM SURFACE FROM WHICH TO BEGIN THE WORK. WIRE UTILITIES WILL BE INSTALLED AS SHOWN ON THE DETAILS SHEET UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 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.
- 4. WIRE BACKFILL & COMPACTION: NO WIRE UTILITIES SHALL BE BACKFILLED UNTIL THE INSTALLATION HAS BEEN OBSERVED BY THE ENGINEER FOR COMPLIANCE WITH THIS SPECIFICATION. ALL WRE UTILITY TRENCHES SHALL BE BACKFILLED IN SHALLOW LIFTS. TRENCHES ON LOTS SHALL BE COMPACTED TO 90% MODIFIED PROCTOR DENSITY AT +/-2% of optimum moisture. Trenches across streets SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY AT +/-2% OF OPTIMUM MOISTURE. BACKFLL AND COMPACTION METHODS AND EQUIPMENT ARE SUBJECT TO THE APPROVAL OF THE ENGINEER. EXPECT DENSITY TESTING ON UTILITY TRENCH BACKFILL.

NATURAL GAS

NATURAL GAS PIPELINES WILL BE INSTALLED BY BLACK HILLS ENERGY. CONTRACTOR SHALL PROVIDE THE TRENCHES, COORDINATE THE WORK WITH BLACK HILLS ENERGY, AND BACKFILL AND COMPACT THE TRENCHES. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL ROAD CROSSING CONDUITS, IN PROPER SIZE, TYPE, AND QUANTITY, ARE IN PLACE AT THE LOCATIONS REQUIRED BY THE GAS COMPANY TO ALLOW ROAD CONSTRUCTION TO PROGRESS IN ADVANCE OF GAS LINE INSTALLATION. TRENCHES ON LOTS SHALL BE COMPACTED TO 90% MODIFIED PROCTOR DENSITY AT +/-2% OF OPTIMUM MOISTURE. TRENCHES ACROSS STREETS SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY AT +/-2% OF OPTIMUM MOISTURE.

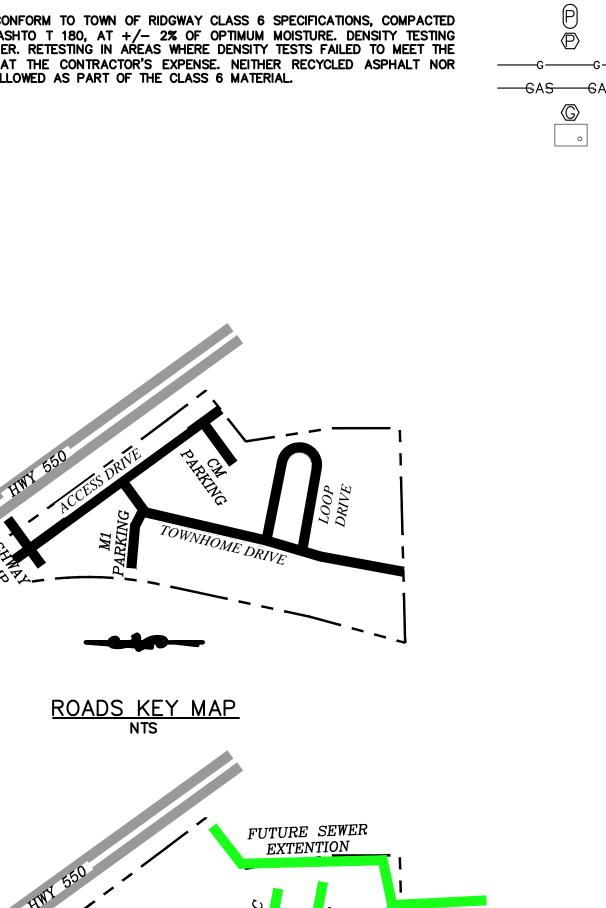
STREETS

- 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
- 2. SURVEY CONTROL: THE OWNER WILL PROVIDE ONE (1) SET OF CUT / FILL STAKES AT 50' INTERVALS, PLUS PC'S, PT'S, AND GRADE BREAKS AN BOTH SIDES OF EACH STREET, AT OFFSETS DESIGNATED BY THE CONTRACTOR, FOR STREET EXCAVATION AND SUBGRADE PREPARATION. CONTRACTOR SHALL PRESERVE STREET EXCAVATION STAKES DURING UTILITY INSTALLATION FOR USE IN FINAL SUBGRADE PREPARATION. STAKES LOST DURING CONSTRUCTION WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE, INCLUDING STAKES NEEDED FOR THE ENGINEER TO EVALUATE THE CONTRACTOR'S WORK.

STREETS (CONT.)

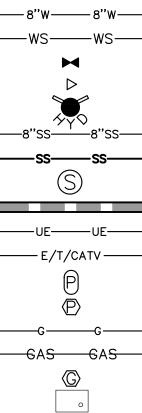
- 3. EMBANKMENT: EMBANKMENT, INCLUDING CLEARING, GRUBBING, AND PREPPING SHALL BE PLACED IN ACCORDANCE WITH TOWN SPECIFICATIONS AS FOLLOWS: A. ALL AREAS TO RECEIVE COMPACTED STRUCTURAL FILL SHOULD BE PROPERLY PREPARED PRIOR
 - TO FILL PLACEMENT. THE PREPARATION SHOULD INCLUDE REMOVAL OF ALL ORGANIC OR 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.
 - B. ON STEEP SLOPES (2:1 OR STEEPER AND ON DITCH BANKS, BENCH FILL INTO NATIVE SOIL IN STAIRSTEP FASHION. C. PLACE FILL IN HORIZONTAL LIFTS NOT EXCEEDING 8 INCHES OF COMPACTED DEPTH.
 - D. MIX AND MOISTEN FILL MATERIAL AND COMPACT TO UNIFORM DENSITY OF 90% OF MODIFIED PROCTOR AS DETERMINED BY ASTM D 1553 AT OPTIMUM MOISTURE. ONE DENSITY TEST PER
 - 500 SQUARE FEET OF EACH LIFT OF FILL MATERIAL WILL BE REQUIRED E. EMBANKMENT MATERIAL NOT UNDER ROAD SHALL BE SUITABLE NATIVE MATERIALS OR SELECT IMPORTED MATERIAL AS APPROVED BY GEOTECHNICAL ENGINEER. F. EMBANKMENT MATERIAL UNDER ROAD SHALL BE CDOT CLASS 2.
- 3B. SUBGRADE PREPARATION: SCARIFY THE SUBGRADE TO 9" DEEP, MOISTURE CONDITION, AND COMPACT TO 95% OF MODIFIED PROCTOR, AASHTO T 180 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. THE CONTRACTOR SHALL PROOF ROLL THE ROAD IN THE PRESENCE OF THE TOWN, OWNER AND ENGINEER. CONTRACTOR SHALL FINISH THE SUBGRADE TO WITHIN +.05' / -0.15' 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.
- 4. SUBSURFACE SOIL CONDITIONS: EXISTING NATIVE SOIL CONDITIONS AT SUBGRADE ELEVATION MAY NOT BE SATISFACTORY FOR ROAD CONSTRUCTION WITHOUT REMEDIAL MEASURES AT SOME LOCATIONS WITHIN THE PROJECT. THE GEOTECHNICAL ENGINEER WILL EVALUATE THE SUBGRADE PRIOR TO PLACEMENT OF SUBBASE. AT ANY LOCATION WHERE UNSTABLE SUBGRADE CONDITIONS ARE ENCOUNTERED, THE GEOTECHNICAL ENGINEER WILL DETERMINE APPROPRIATE REMEDIAL MEASURES, AND THE ENGINEER WILL ISSUE A CHANGE ORDER TO COMPENSATE THE CONTRACTOR FOR THE COST OF CORRECTING THE UNSTABLE SUBGRADE CONDITIONS.
- COMPENSATION FOR EXTRA WORK TO STABILIZE SUBGRADE: THE CONTRACTOR SHALL E 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.
- 6. PROOF ROLL OBSERVATION BY THE TOWN: CONTRACTOR SHALL PROOF ROLL THE SUBGRADE PRIOR TO PLACEMENT OF FILL, SUBBASE, OR BASE COURSE GRAVEL, TO DEMONSTRATE THE STABILITY. UNIFORMITY, AND COMPACTION OF THE SUBGRADE. PROOF ROLLING SHALL BE PERFORMED IN THE PRESENCE OF THE TOWN ENGINEER OR THE TOWN'S DESIGNATED REPRESENTATIVE. PROOF ROLLING IS INCIDENTAL TO THE WORK. AND THE COST THEREOF SHALL BE INCLUDED IN CONTRACTOR'S UNIT PRICES. ANY AREAS THAT YIELD EXCESSIVELY, IN THE JUDGMENT OF THE TOWN, WILL BE REPROCESSED AND RECOMPACTED TO SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE, AND SHALL BE PROOF ROLLED AGAIN TO DEMONSTRATE COMPETENCE OF THE SUBGRADE. STABILIZATION FABRIC AND/OR IMPORTED STRUCTURAL FILL MAY BE REQUIRED TO STABILIZE THE SUBGRADE.
- 7. 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
- 8. 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.

SEWER KEY MAP NTS

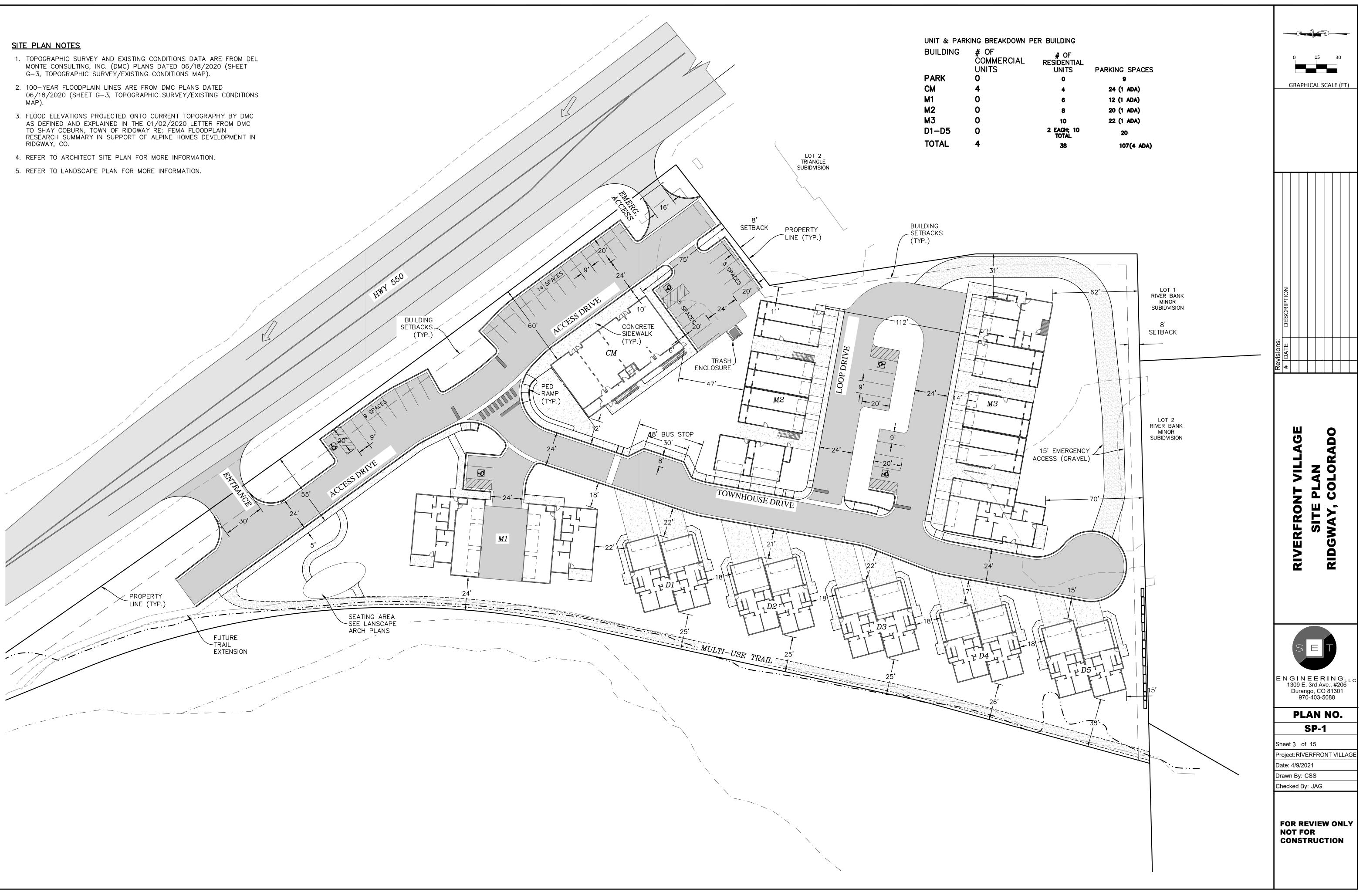


RUN A

RIVH	REPRONT VILLAGE	
ASSOCIATION, BLACK H	ONE: CONSTRUCTED ACCORDING TO TOWN OF RIDGWAY, SAN MIGUEL POWER HILLS ENERGY, PROJECT GEOTECHNICAL ENGINEER, AND PROJECT CIVIL IDARDS AND SPECIFICATIONS.	GRAPHICAL SCALE (FT)
LEGEND: Symbol	DESCRIPTION	
e ohe g fo w ss [ss] [S	EXISTING OVERHEAD POWER LINE	
$ \begin{array}{c} 8"W \\ WS \\ $	PROPOSED WATER MAIN PROPOSED WATER SERVICE PROPOSED WATER GATEVALVE PROPOSED THRUST BLOCK PROPOSED FIRE HYDRANT PROPOSED SEWER MAIN PROPOSED SEWER SERVICE PROPOSED SEWER MANHOLE PROPOSED CULVERT PROPOSED CULVERT PROPOSED COMMON ELECTRIC/TELEPHONE/COMMUNICATIONS TRENCH PROPOSED POWER TRANSFORMER PROPOSED POWER METER PROPOSED GAS MAIN PROPOSED GAS SERVICE PROPOSED GAS METER PROPOSED GAS METER PROPOSED GAS METER	T VILLAGE A DATE DESCRIPTION A DATE DESCRIPT
	ABBREVIATIONS: (###) = EXISTING ELEVATION BOB = BOTTOM OF BOX BOP = BOTTOM OF PIPE BOW = BACK OF WALK ETM = BOTTOM CL = CENTERLINE CO = CLEANOUT EG = EXISTING GRADE EL = ELEVATION EP = EDGE OF PAVEMENT EX = EXISTING FES = FLARED END SECTION FG = FINISH GRADE FS = FLARED END SECTION FG = FINISH SURFACE FL = FLOWLINE ELEVATION OB = GRADE BREAK GV = GATE VALVE HMA = HOT MIX ASPHALT IE = INVERT ELEVATION LIP = LIP OF GUTTER OHE - OVERHEAD ELECTRIC PC = POINT OF CORPOUND CURVE PCC = POINT OF CURVATURE PL = PROPERTY LINE PROPERTY LINE PROPERTY LINE PROPERTY LINE PROPERTY LINE PROPERTY LINE PROP = STORM DRAIN SMH = SEWER MANHOLE TB = TOP OF GURB TC = TOP OF CURB TC = TOP OF CURB TC = TOP OF GURB TC = TOP OF GURB TC = TOP OF SLOPE TOP = TOP OF PIPE OR SLOPE WM = WATER METER WS = WATER SERVICE	IN OUR AND OUNT OF THE ADDRESS OF THE ADDRESS OF THE OUNT OUNT OF THE OUNT OUNT OUNT OUNT OUNT OUNT OUNT OUNT



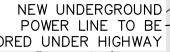
- MONTE CONSULTING, INC. (DMC) PLANS DATED 06/18/2020 (SHEET G-3, TOPOGRAPHIC SURVEY/EXISTING CONDITIONS MAP).
- MAP).
- AS DEFINED AND EXPLAINED IN THE 01/02/2020 LETTER FROM DMC TO SHAY COBURN, TOWN OF RIDGWAY RE: FEMA FLOODPLAIN RIDGWAY, CO.

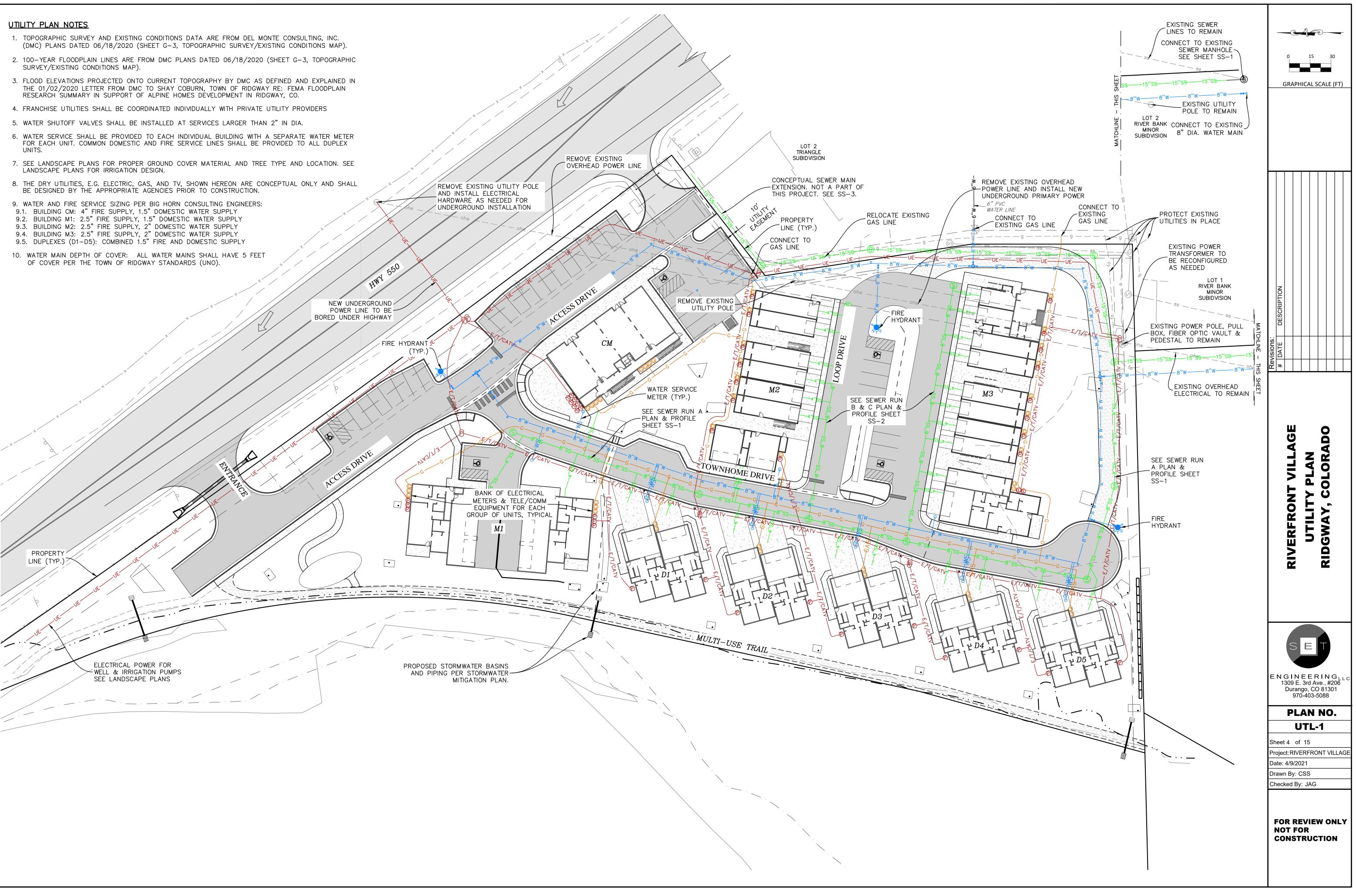


- SURVEY/EXISTING CONDITIONS MAP).
- THE 01/02/2020 LETTER FROM DMC TO SHAY COBURN, TOWN OF RIDGWAY RE: FEMA FLOODPLAIN RESEARCH SUMMARY IN SUPPORT OF ALPINE HOMES DEVELOPMENT IN RIDGWAY, CO.

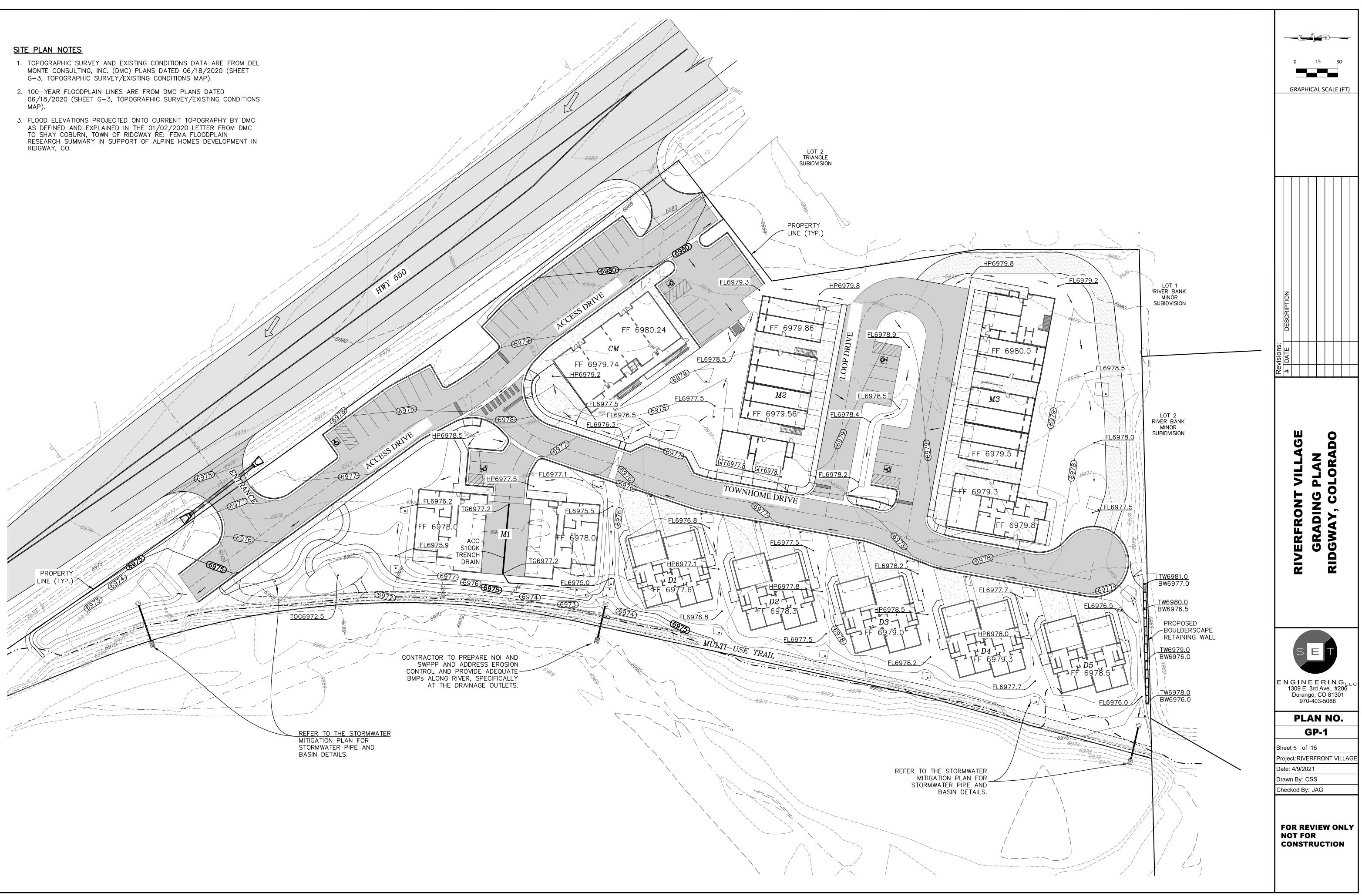
- FOR EACH UNIT. COMMON DOMESTIC AND FIRE SERVICE LINES SHALL BE PROVIDED TO ALL DUPLEX UNITS.
- LANDSCAPE PLANS FOR IRRIGATION DESIGN.
- BE DESIGNED BY THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.

- OF COVER PER THE TOWN OF RIDGWAY STANDARDS (UNO).





- MONTE CONSULTING, INC. (DMC) PLANS DATED 06/18/2020 (SHEET G-3, TOPOGRAPHIC SURVEY/EXISTING CONDITIONS MAP).
- MAP).
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Site Im	perviousness Calc	ulation		
Impervious Item	Area (ac)	% of Site Area	Imperviousness	Weighted
Asphalt	1.05	0.24	100	0.244
Concrete	0.41	0.09	100	0.095
Roof	0.96	0.22	95	0.213
Gravel Road	0.11	0.03	40	0.010
Lawn	1.77	0.41	2	0.008
	4.29	1.00		0.57

Required WQCV for Individual Watersheds

Watershed	Area (SF)	WQCV (cf)	Gravel Vol (cf)
А	26443	260	683
В	6564	64	170
C1	7263	71	188
C2	4437	44	115
D	7626	75	197
E	23882	234	617
F1	6982	69	180
F2	6818	67	176
F3	6683	66	173
G	3396	33	88
Н	2304	23	60
I	2125	21	55
J	2214	22	57
К	2250	22	58
L	4435	44	115
Μ	3301	32	85
N1	1723	17	45
N2	3091	30	80
0	2934	29	76
Р	3324	33	86
Q	18792	184	485
R	602	6	16
S	3841	38	99
Т	570	6	15
U	3939	39	102
V	608	6	16
W	3305	32	85
Х	503	5	13
Y	3977	39	103
Z	552	5	14

Bypass Flows from

12" Dia. Outfall to West Side of Property to Rip Rap Energy Dissipator

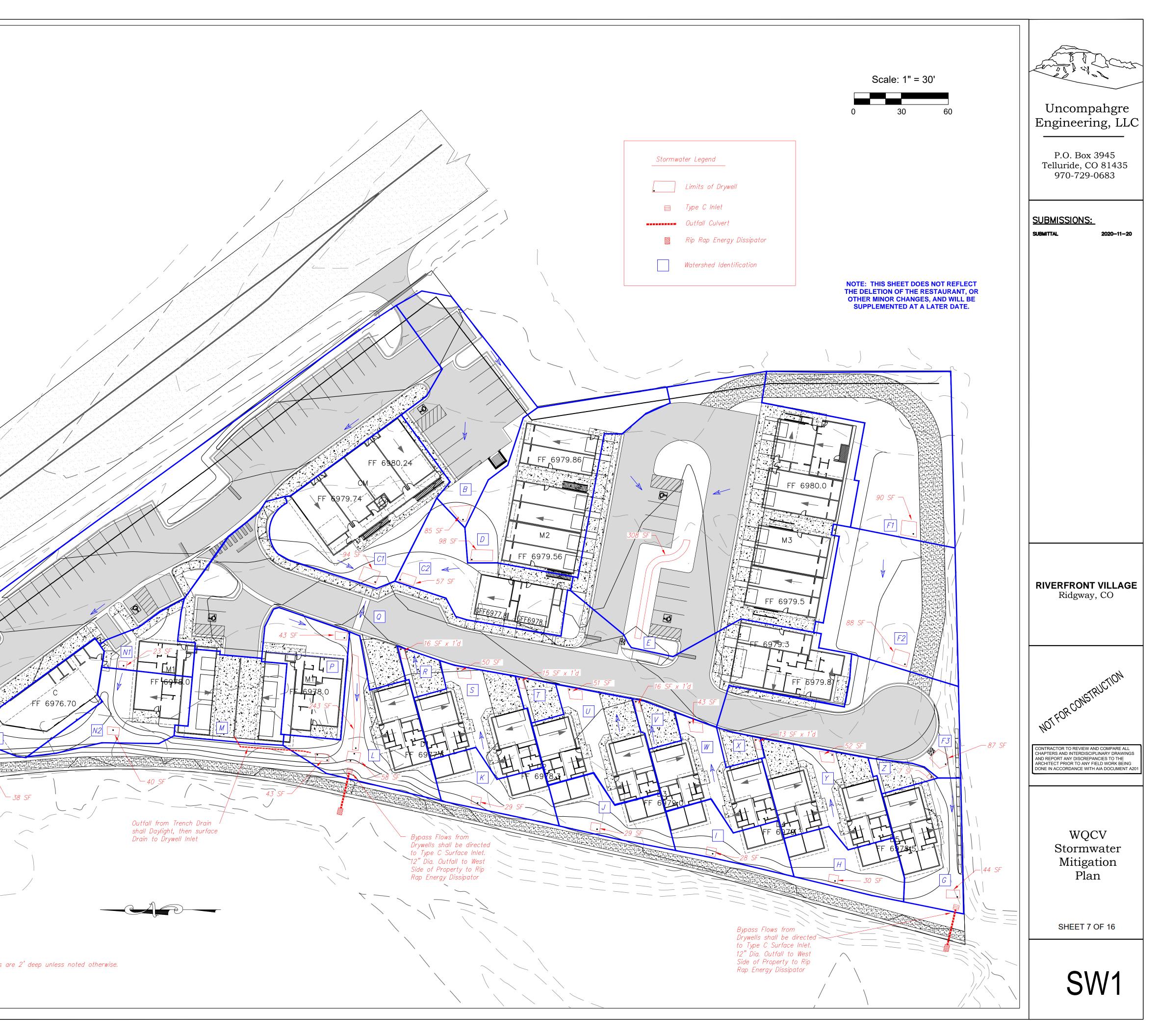
Drywells shall be directed ____ to Type C Surface Inlet. ____ ____

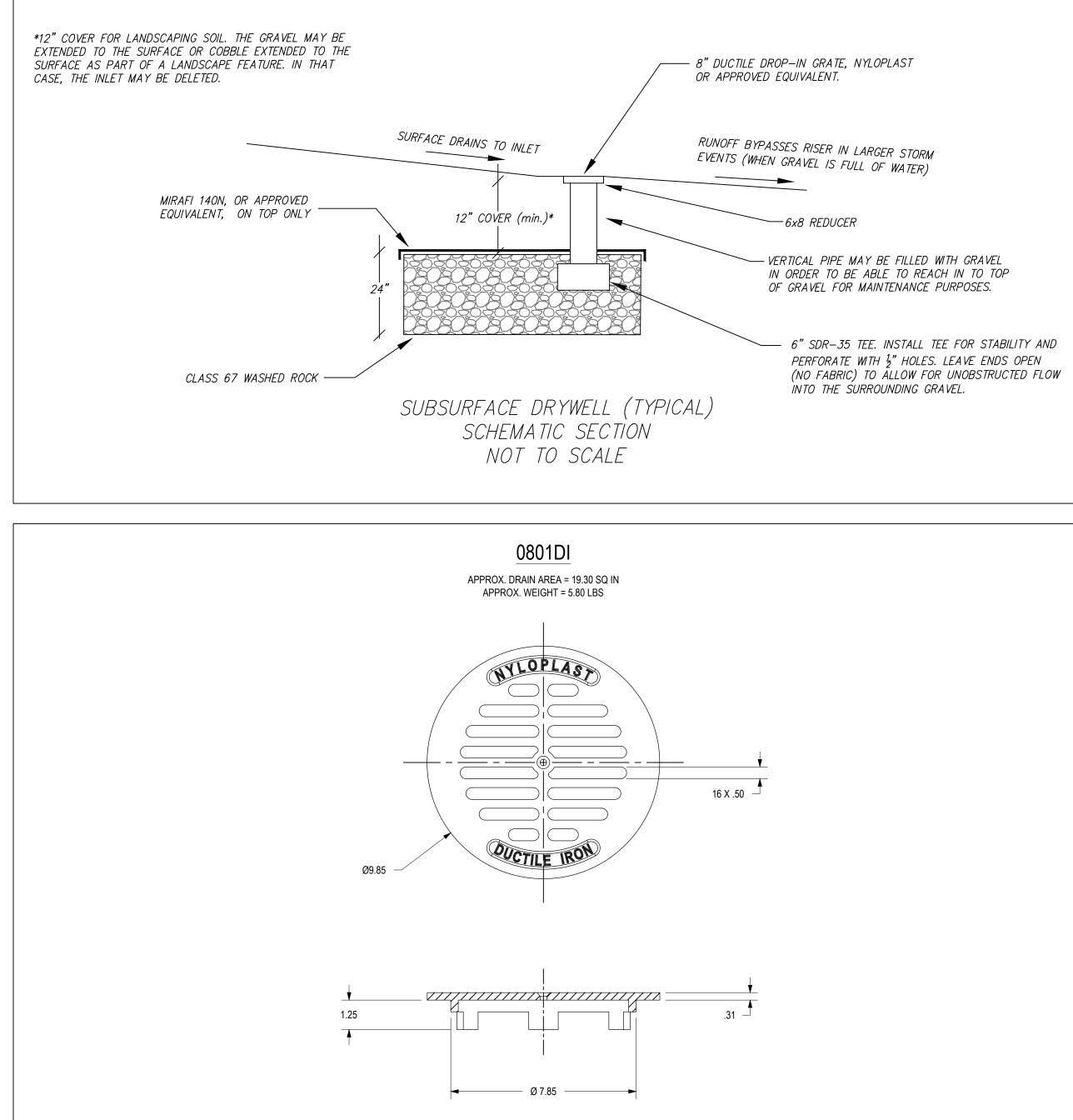
> Note: All Drywells are 2' deep unless noted otherwise.

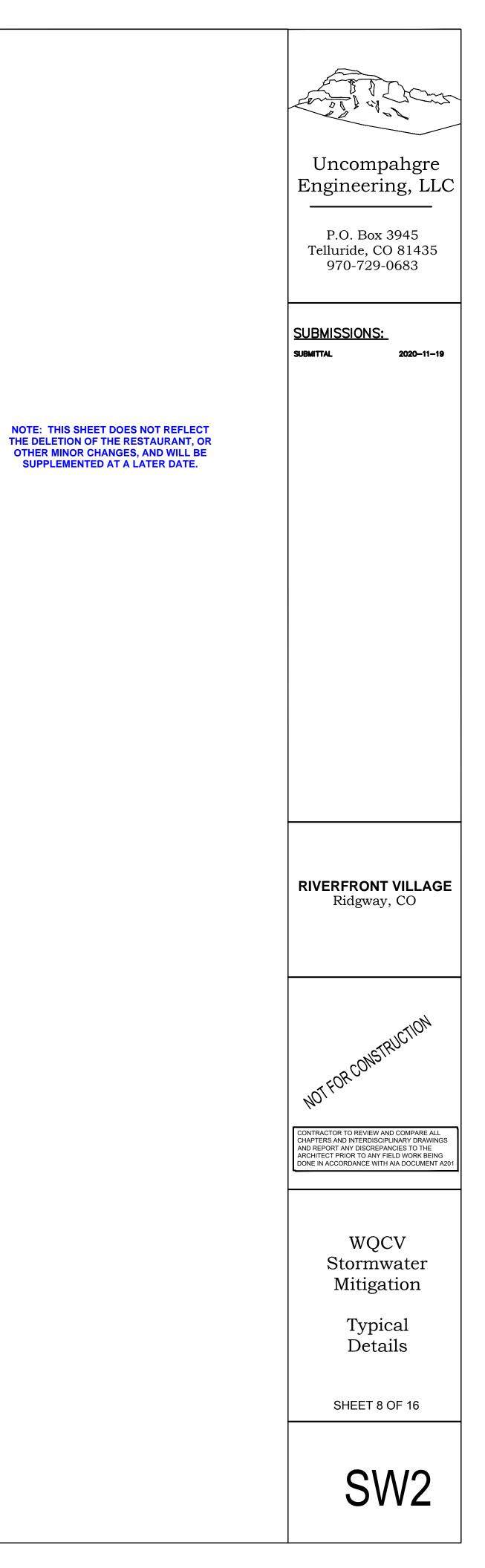
- Pond

-260 SF x 1'd

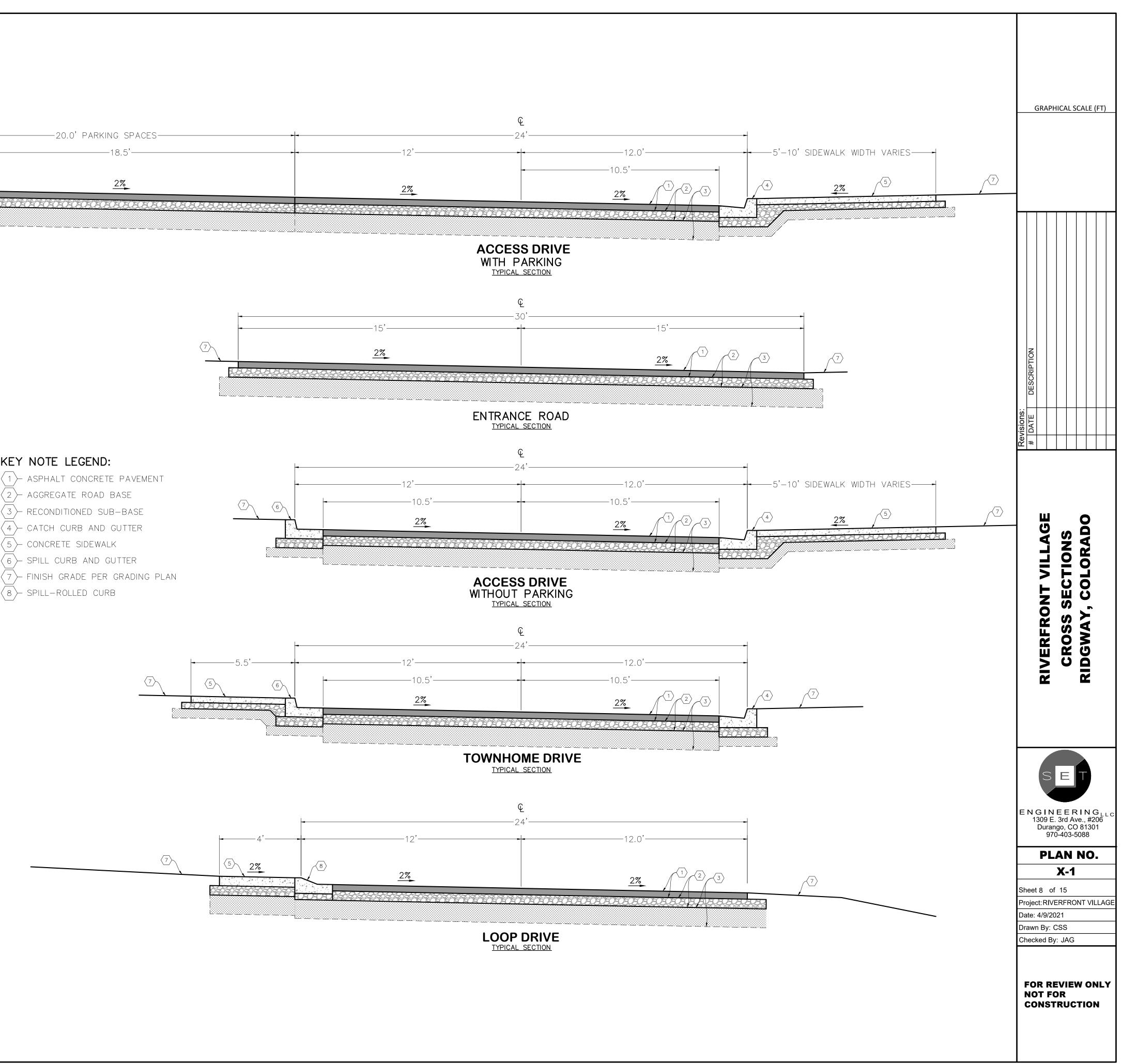
6976

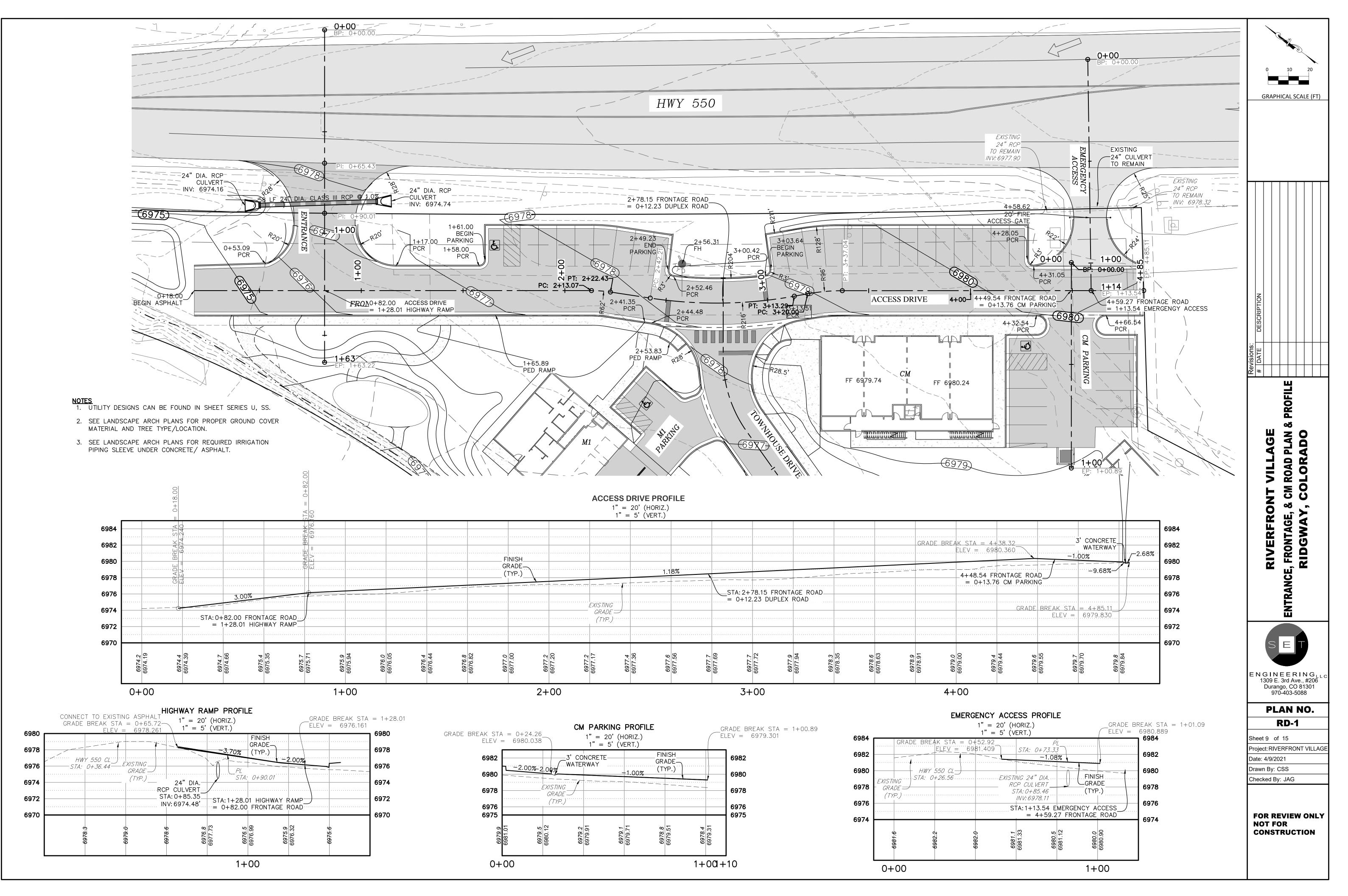


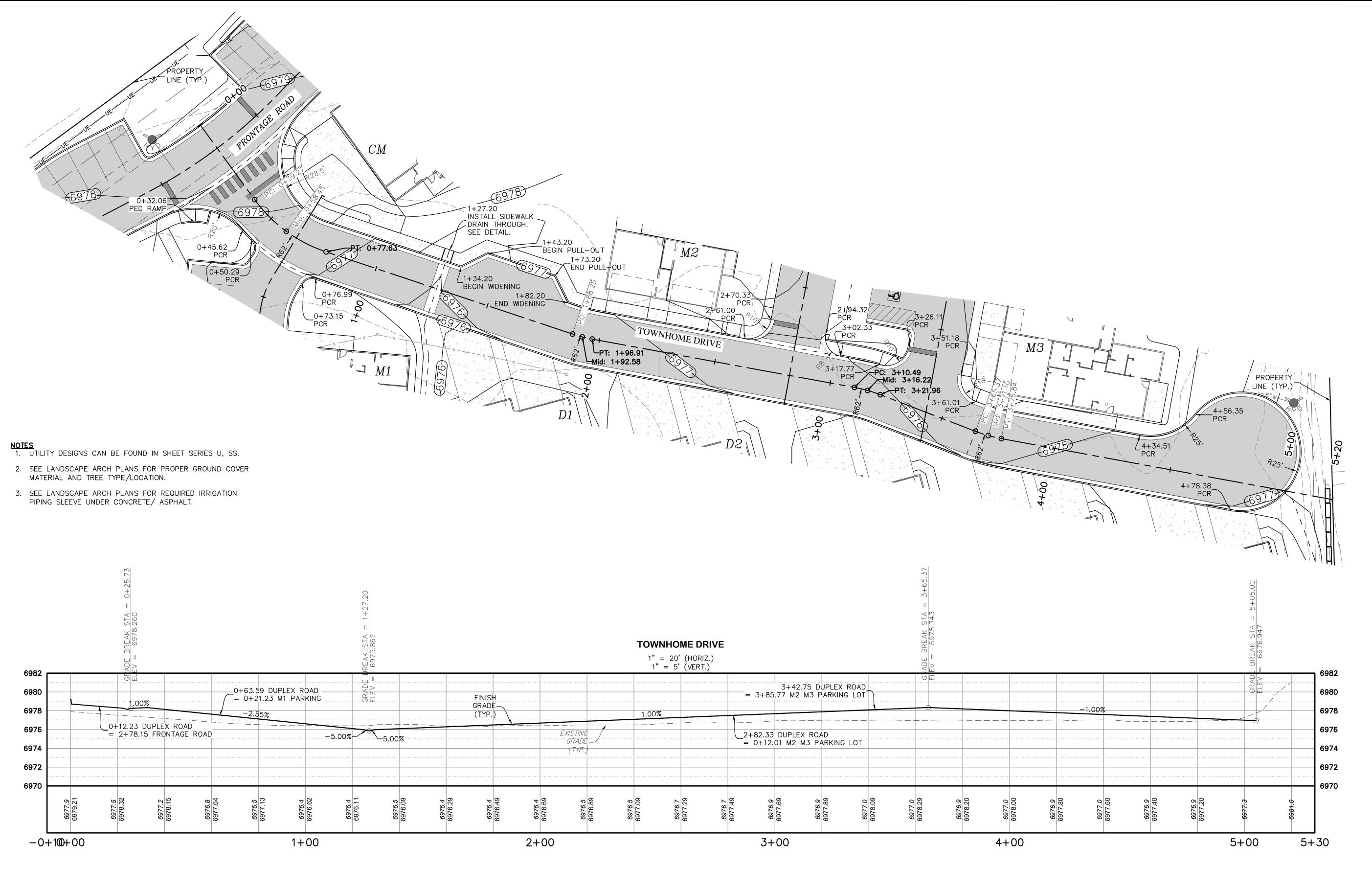


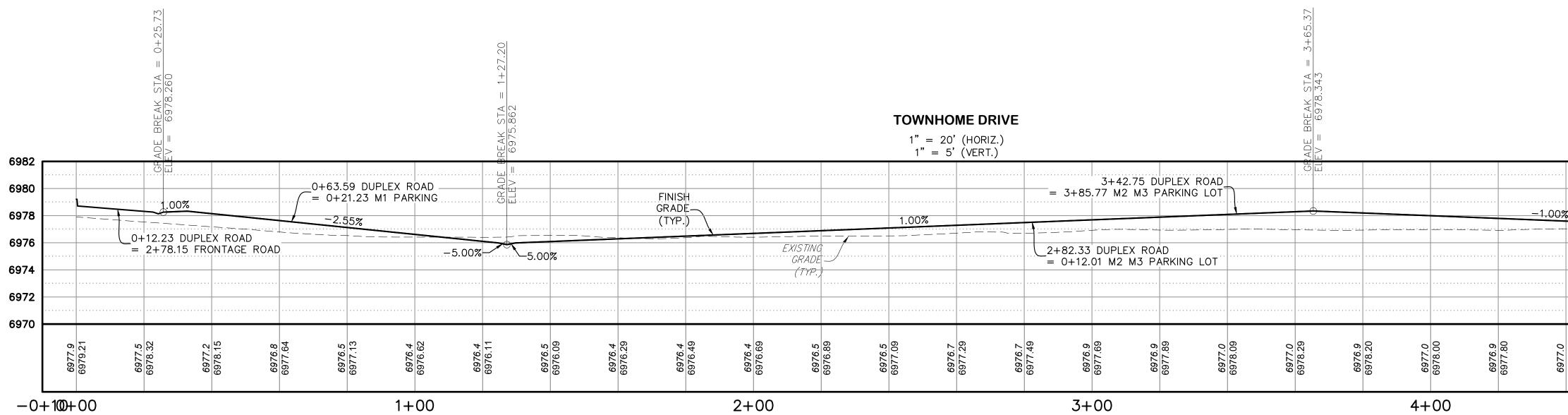


 $\overline{7}$ $\overline{6}$ SPILL-ROLLED CURB -75'- $\overline{7}$ 2% 2% KEY NOTE LEGEND: 15' GRAVEL ACCESS ROAD 2 > AGGREGATE ROAD BASE $3 \rightarrow \text{RECONDITIONED SUB-BASE}$ $\langle 4 \rangle$ - Catch curb and gutter 5 - CONCRETE SIDEWALK $\overline{7}$ $6 \rightarrow$ SPILL CURB AND GUTTER 2% $\langle 8 \rangle$ - SPILL-ROLLED CURB 16' EMERGENCY ACCESS ROAD -4" HMA 8" CLASS 6 FOR ROADS. 6" CLASS 2 FOR GRAVEL ACCESS ROAD. 199999999999999999999999 12" RECONDITIONED SUBGRADE. PAVEMENT THICKNESS DETAIL PROPERTY LINE EXISTING GRADE —6.0' TRAIL— **-**2.0'-+-CUT SLOPE VARIES 1:1 WITH ROCK BUTTRESS TO 4:1 2% RIVER TRAIL

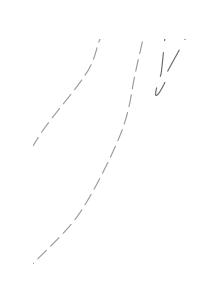


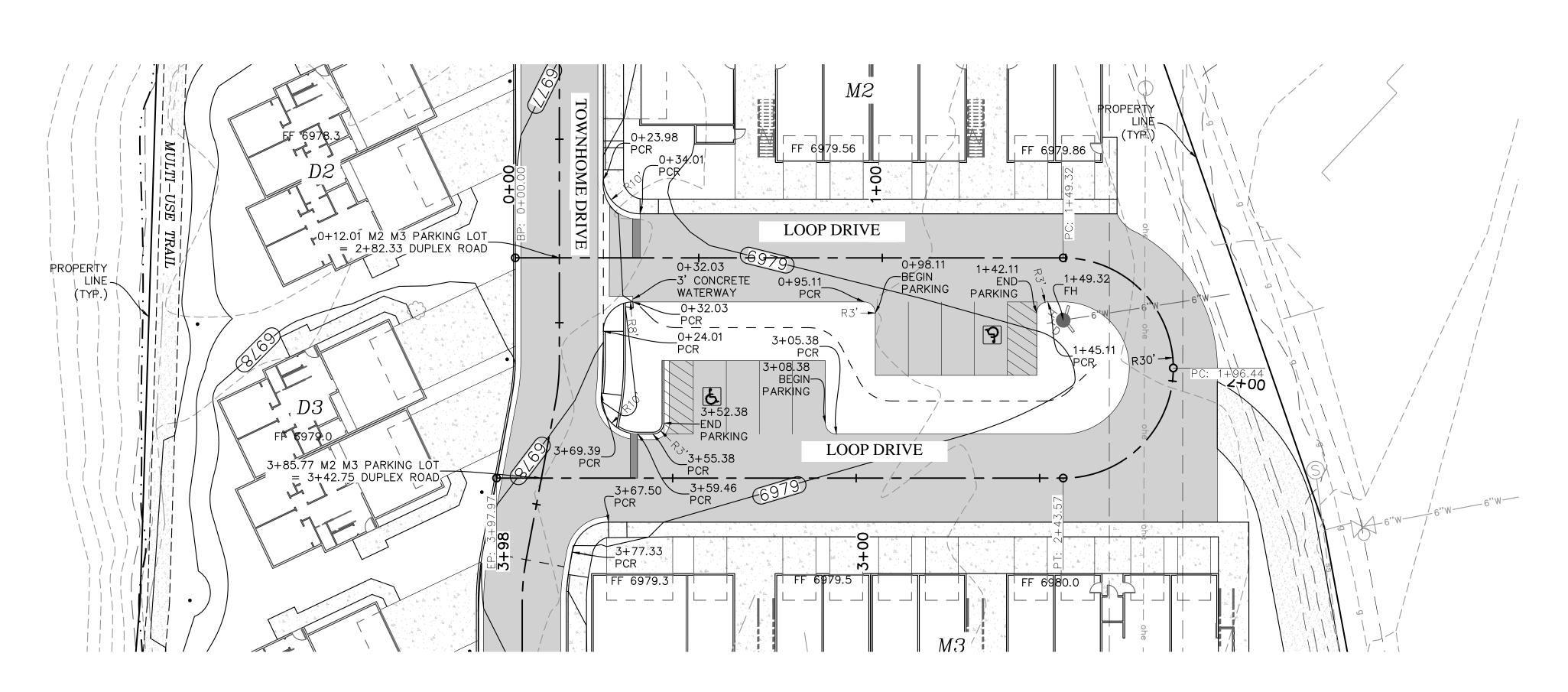






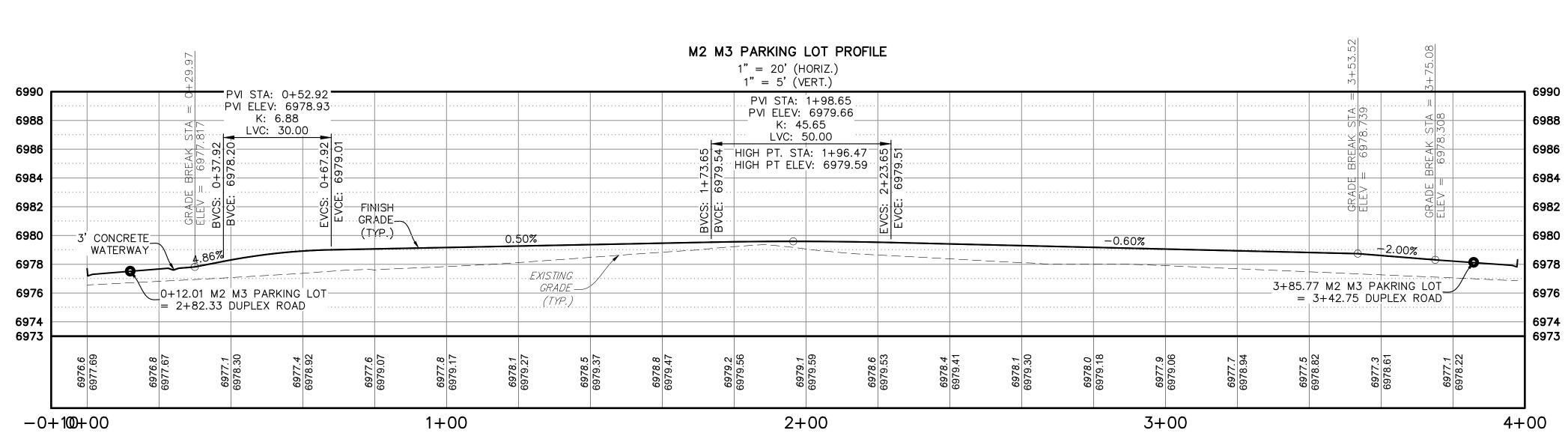


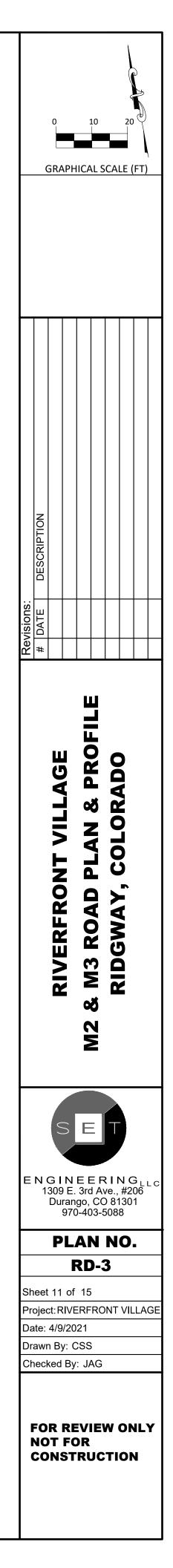


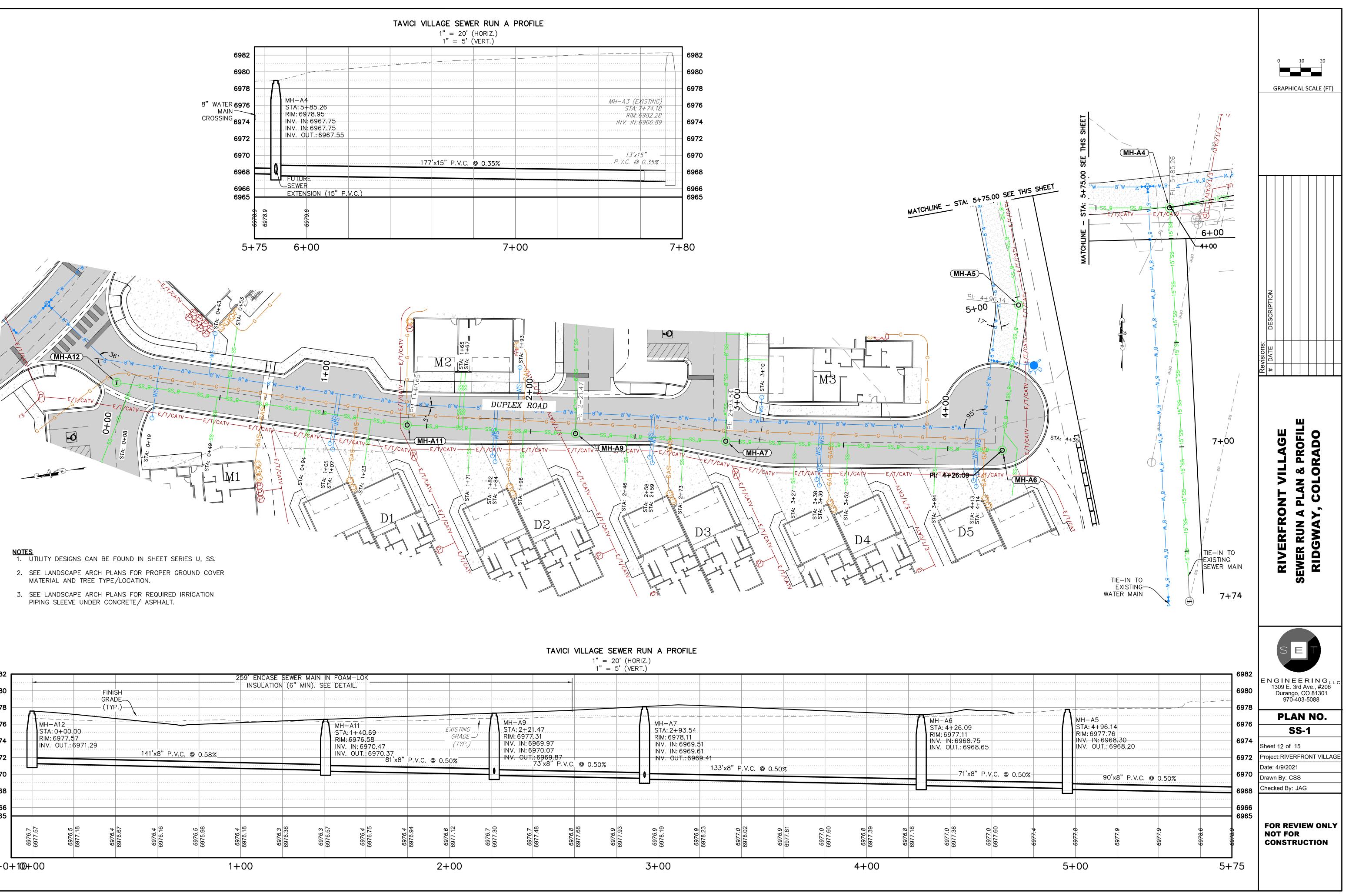


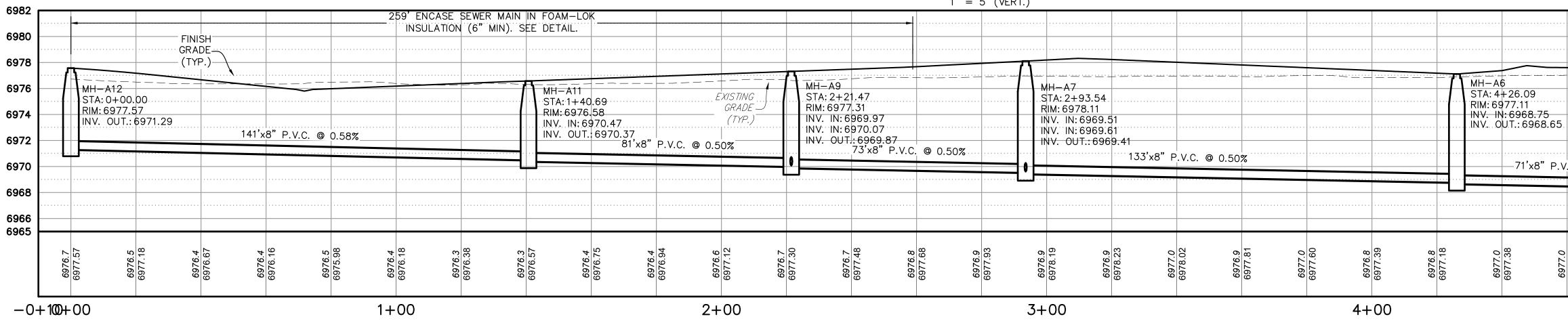
NOTES 1. UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS.

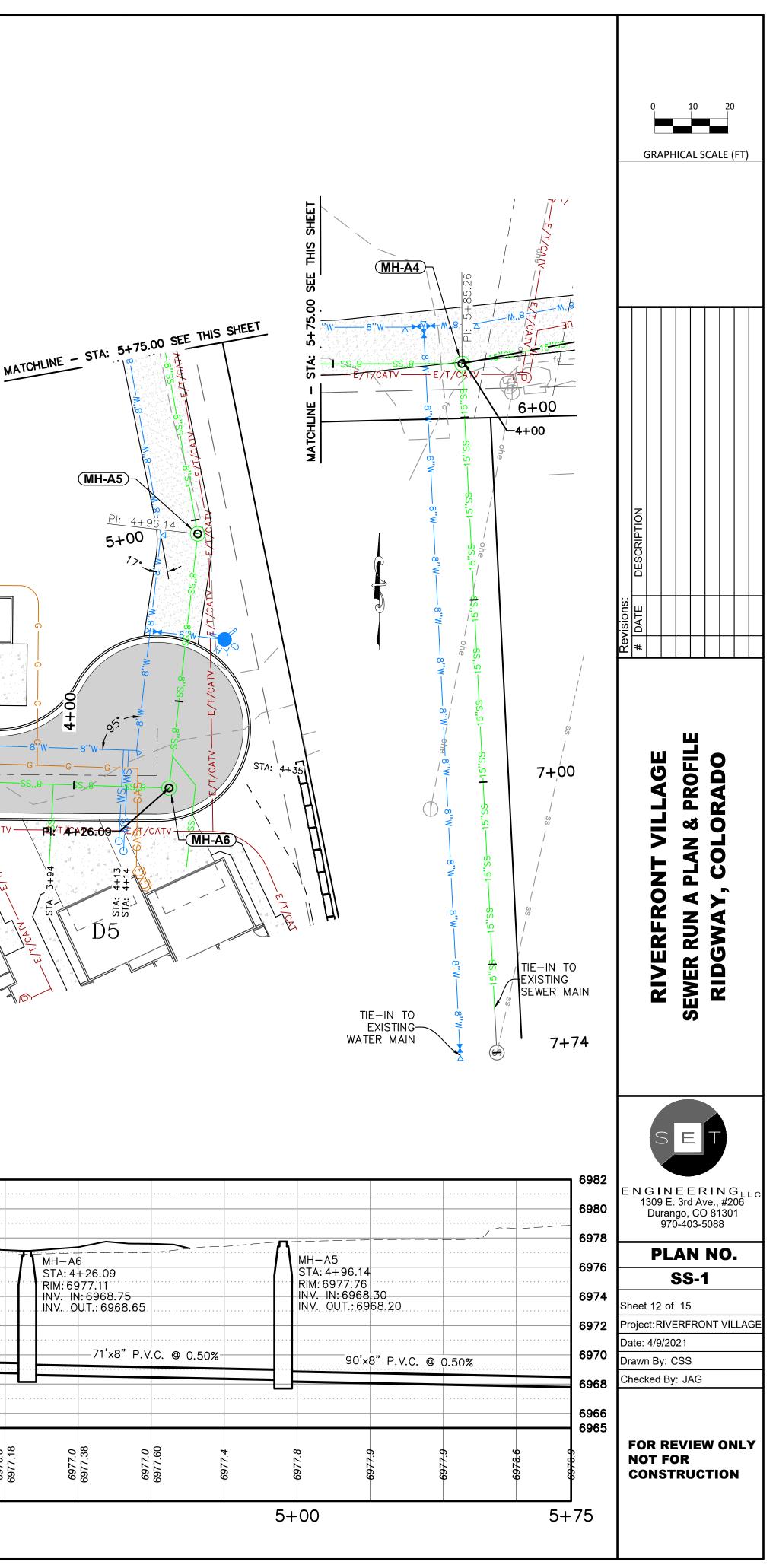
- 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
- 3. SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.

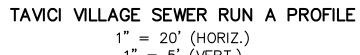


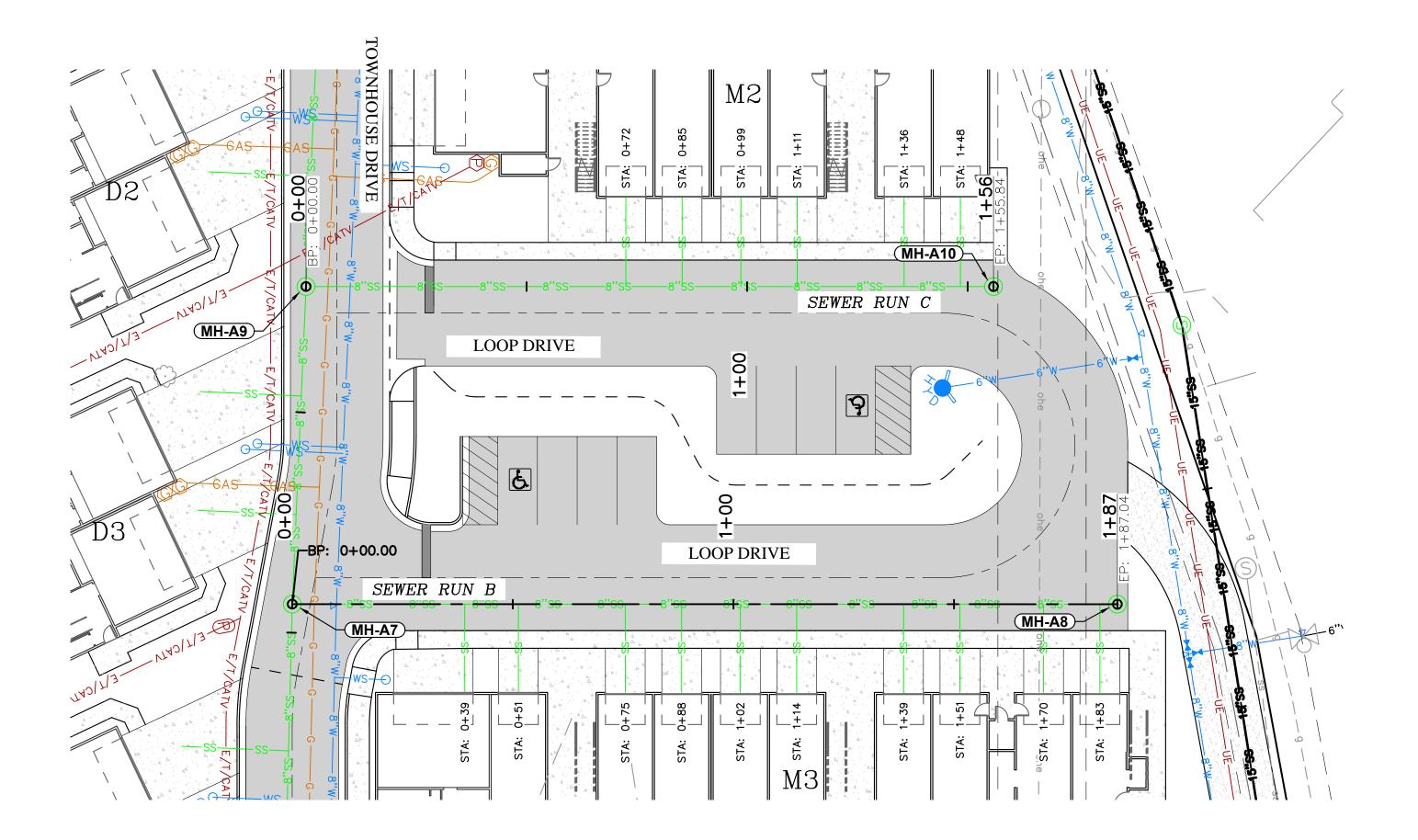






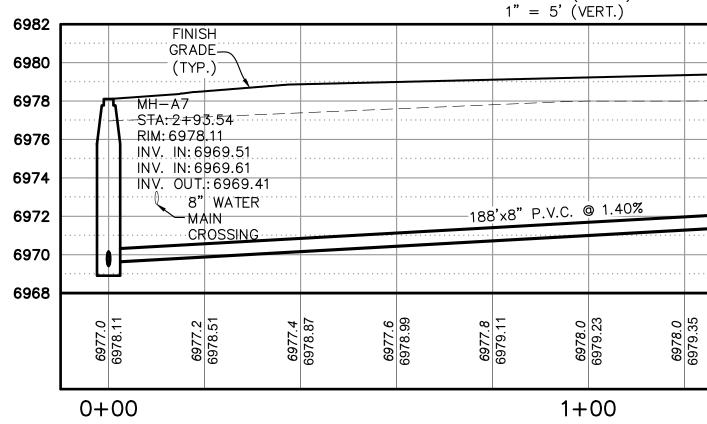






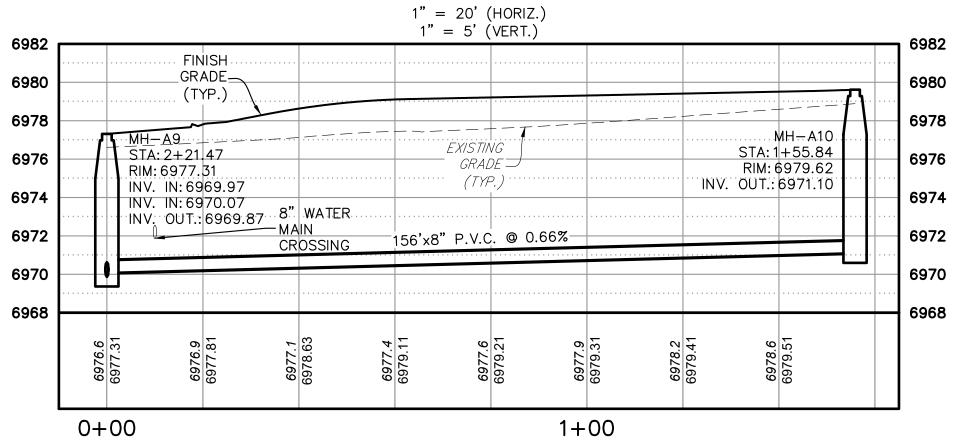
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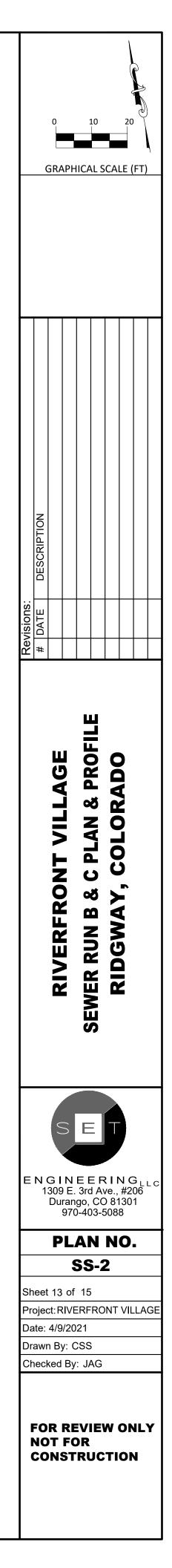


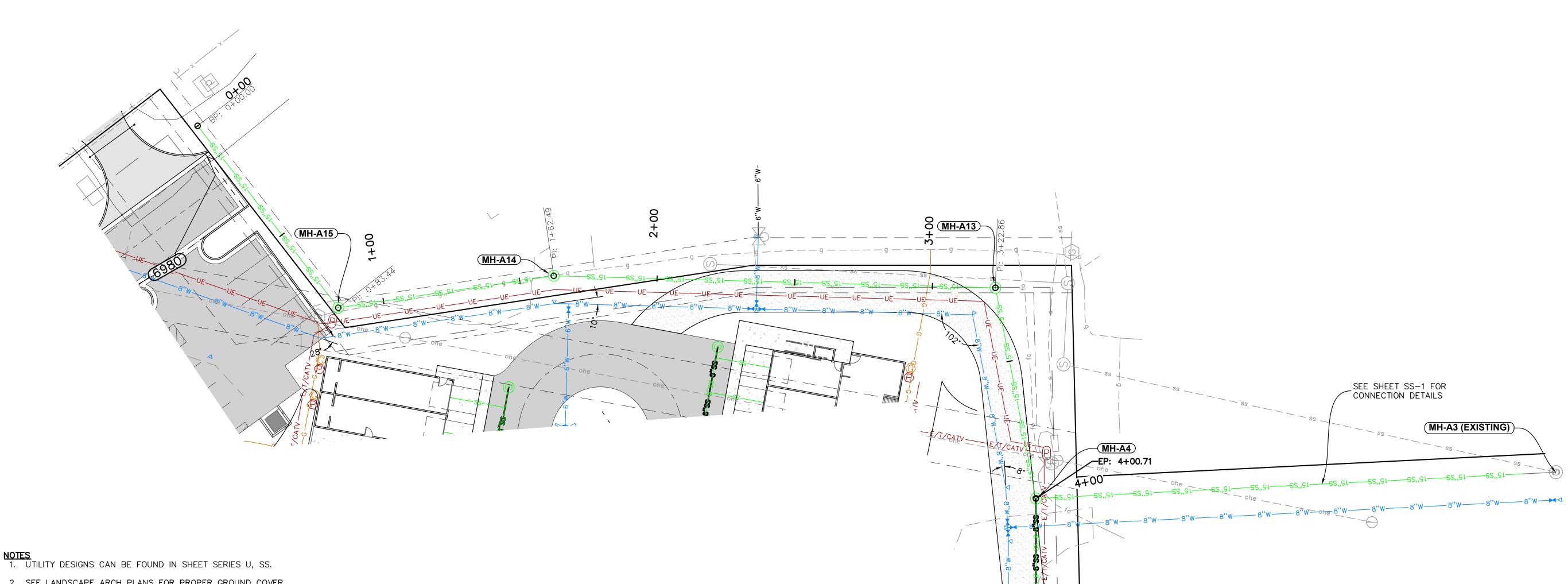
TAVICI VILLAGE SEWER RUN B PROFILE 1" = 20' (HORIZ.) 1" = 5' (VERT.)

				6982
			7	6980
				6978
EXISTING GRADE (TYP.))	MH-A8 STA: 1+87.04 RIM: 6979.92	1	6976
(INV.	OUT.: 6972.23	3	6974
				6972
				6970
				6968
2	.47	.62	.86	
6978	6979.47 6978.5	6979.62 6978.8	6979.86	

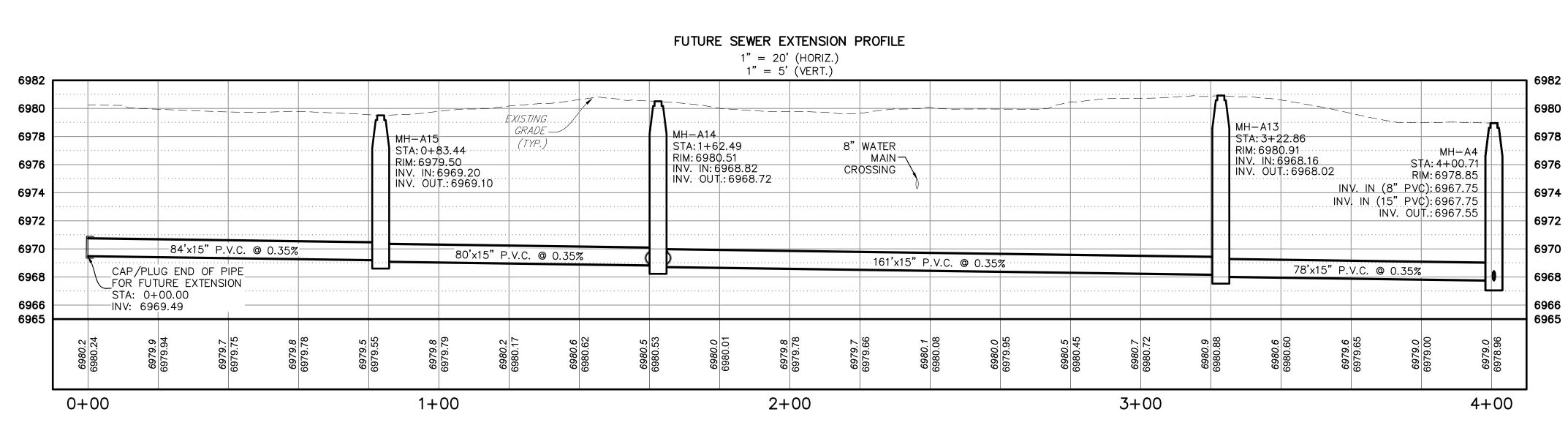


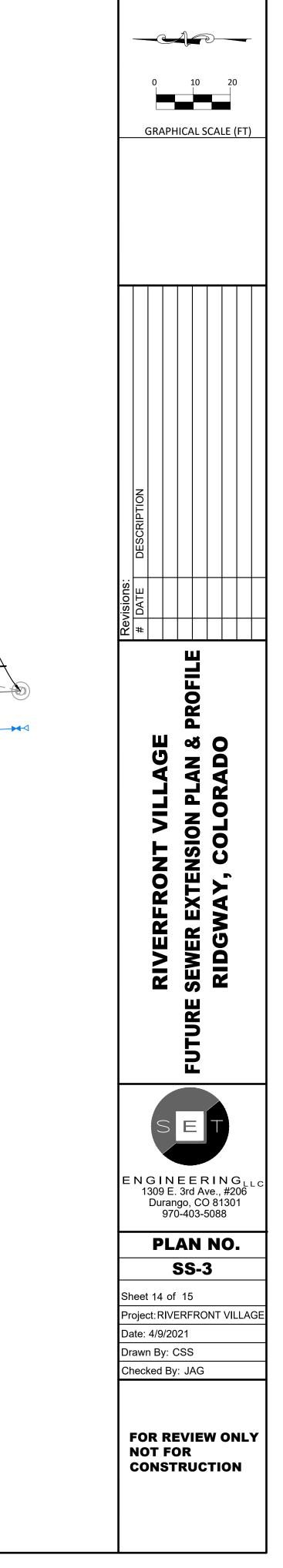
TAVICI VILLAGE SEWER RUN C PROFILE





- 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
- 3. SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.





FOAM-LOKTM **Pipeline Utility Foam**

Product Use and Design

Pipeline Utility Foam is a two component spray applied rigid urethane foam system, designed using an EPA approved Zero ODP blowing agent. Pipe Line Utility Foam may be sprayed in lift thicknesses of up to 3 feet without excessive heat buildup, splitting or scorching when applied properly.

- **Recommended Product Applications**
- Assist in erosion control Provide additional support prior to the back fill of the ditch Protect pipes placed over rock or other hard surfaces
- Provide support under hanging pipes

Recommended Processing Parameters

Optimum hose pressure and temperature may vary as a function of the type of equipment, ambient and substrate conditions, and the specific application. It is the responsibility of the applicator to properly interpret equipment technical literature, particularly information that relates acceptable combinations of gun chamber size, proportioner output, and material pressures.

Processing Designation	Pipe Utility Foam
Equipment Dynamic Pressure	1,000 - 1,400 psi
Preheat Temperature	105 - 125 °F (40 - 52° C)
Hose Heat Temperature	105 - 125 °F (40 - 52° C)
Drum Storage Temperature	65 - 85 ⁰F (18 - 30 °C)
Material Shelf Life	Six (6) months when stored within recommended temperature range

- 2:1 transfer pumps are recommended for material transfer from container to the proportioner.
- CAUTION: Extreme care must be taken when removing and reinstalling drum transfer pumps so as NOT to reverse the "A" and "B" components.
- Do not circulate or mix other suppliers'"A" or "B" component.

Physical Properties

Properties	Test Method/ Requirements	Value
Aged "R" Value	ASTM C518	6.3 per inch
Compressive Strength	ASTM D1621	≥50psi
Closed Cell Content	ASTM D2856	>90%

LAPOLLA Lapolla Industries, Inc. | 15402 Vantage Parkway E. Ste. 322, Houston, Texas 77032 | (888) 4-LAPOLLA |Lapolla.com

FOAM-LOK[™] **Pipeline Utility Foam** Rev Date: 061218

Handling and Safety

Respiratory protection is MANDATORY! Lapolla requires that supplied In Case of Spills or Leaks Steps To Be Taken air and a full face mask be used during the application of any spray applied foam system. Contact Lapolla Industries for a copy of the Model Respiratory Protection Program developed by CPI or visit their web site at www.polyurethane.org. Persons with known respiratory allergies should avoid exposure to the "A" component. The "A" • Shovel absorbent waste material into proper waste containers component contains reactive isocyanate groups while the "B" • Wash the contaminated areas thoroughly with hot, soapy water. component contains amine and/or catalysts with blowing agents. Both materials must be handled and used with adequate ventilation. The
Ventilate area to remove vapors.
Report sizeable spills to proper environmental agencies vapors must not exceed the TLV (0.02 parts per million) for isocyanates Avoid breathing vapors. Wear a NIOSH approved respirator. If inhalation of vapors occur, remove victim from contaminated area and administer oxygen if breathing is difficult. Call a physician immediately. Avoid contact with skin, eyes, and clothing. Open containers carefully, allowing any pressure to be relieved slowly and safely. Wear chemical safety goggles and rubber gloves when handling or working with these materials. In case of eye contact, immediately flush with large amounts of water for at least fifteen minutes. Consult a physician immediately. In case of skin contact, wash area with soap and water. Wash clothes before reuse.

Positive pressure ventilation of the work area is required to minimize the accumulation of vapors in the work area during the application. Improper application techniques of this foam system must be avoided. This includes excessive thickness, off ratio material, and spraving into rising foam. The potential results of improperly applied materials may include but is not limited to, excessive heat build-up, and may result in a fire or offensive odors which may not dissipate with time and/or poor product performance due to improper density of the applied material. Large masses of sprayed materials should be avoided. When large masses are generated they should be removed from the area, cut into small pieces and allowed to cool before disposal. Failure to follow this recommendation may result in a fire. It is recommended that a fire extinguisher be located in an easily accessible portion of the work area.

Applicators should ensure the safety of the jobsite and construction personnel by posting appropriate signs warning that all "hot work" such as welding, soldering, and cutting with torches should take place no less than 35 feet from any exposed foam. If "hot work" must be performed all spray polyure-thane foam should be covered with an appropriate fire or welder's



- such as oil-dry, vermiculite, sawdust or Fuller's earth.

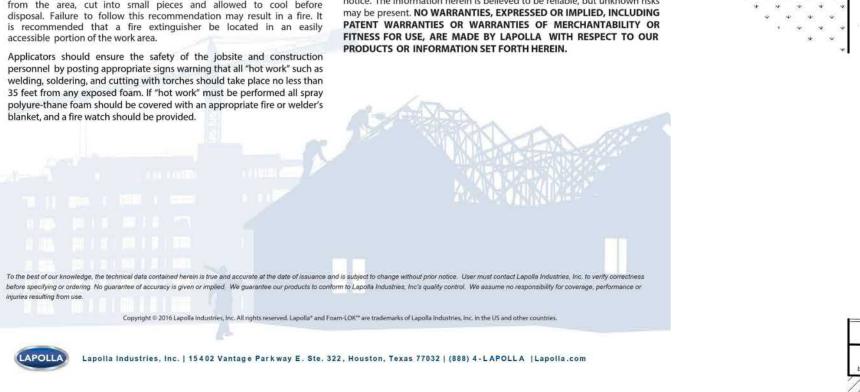
In Case of Fire

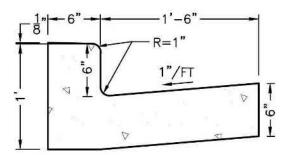
Extinguishing Media-Dry chemical extinguishers such as mono ammonium phosphate, potassium sulfate, and potassium chloride. Additionally, carbon dioxide, high expansion (proteinic) chemical foam, or water spray for large fires.

DISCLAIMER

The data presented herein is not intended for use by nonprofessional applicators, or those persons who do not purchase or utilize this product in the normal course of their business. The potential user must perform any pertinent tests in order to determine the product's performance and suitability in the intended application, since final determination of fitness of the product for any particular use is the responsibility of the buyer.

All guarantees and warranties as to products supplied by Lapolla Industries shall have only those guarantees and warranties expressed in writing by the manufacturer. The buyer's sole remedy as to any material claims will be against the applicator of the product. The aforementioned data on this product is to be used as a guide and is subject to change without notice. The information herein is believed to be reliable, but unknown risks





CATCH CURB & GUTTER N.T.S.

SPILL CURB & GUTTER

N.T.S.

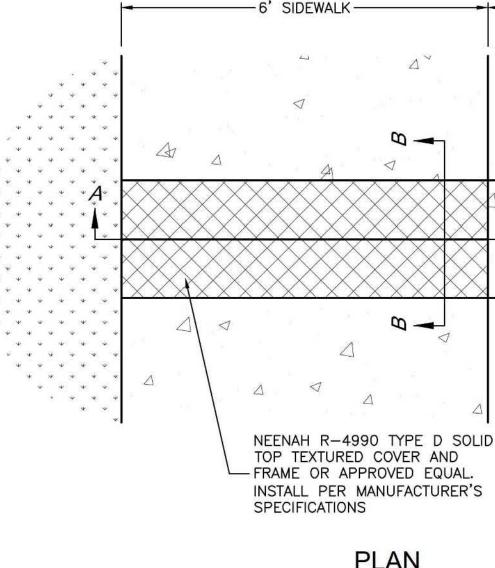
2.5' CURB

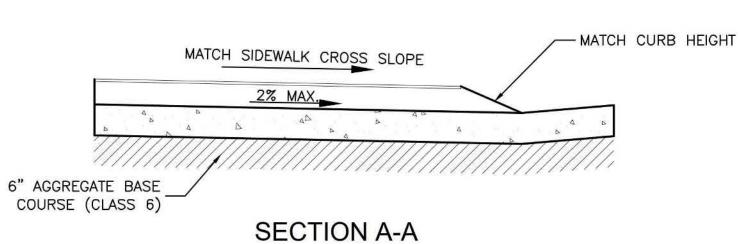
AND GUTTER

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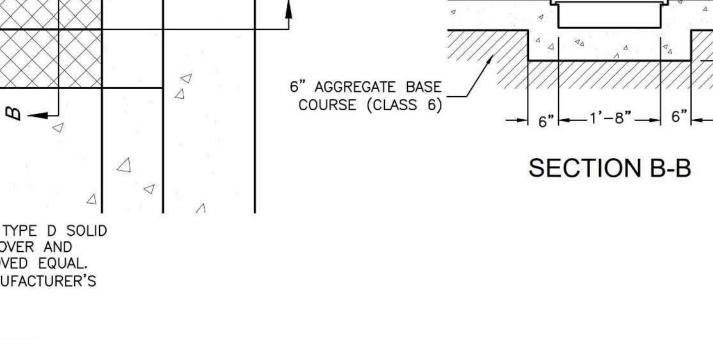
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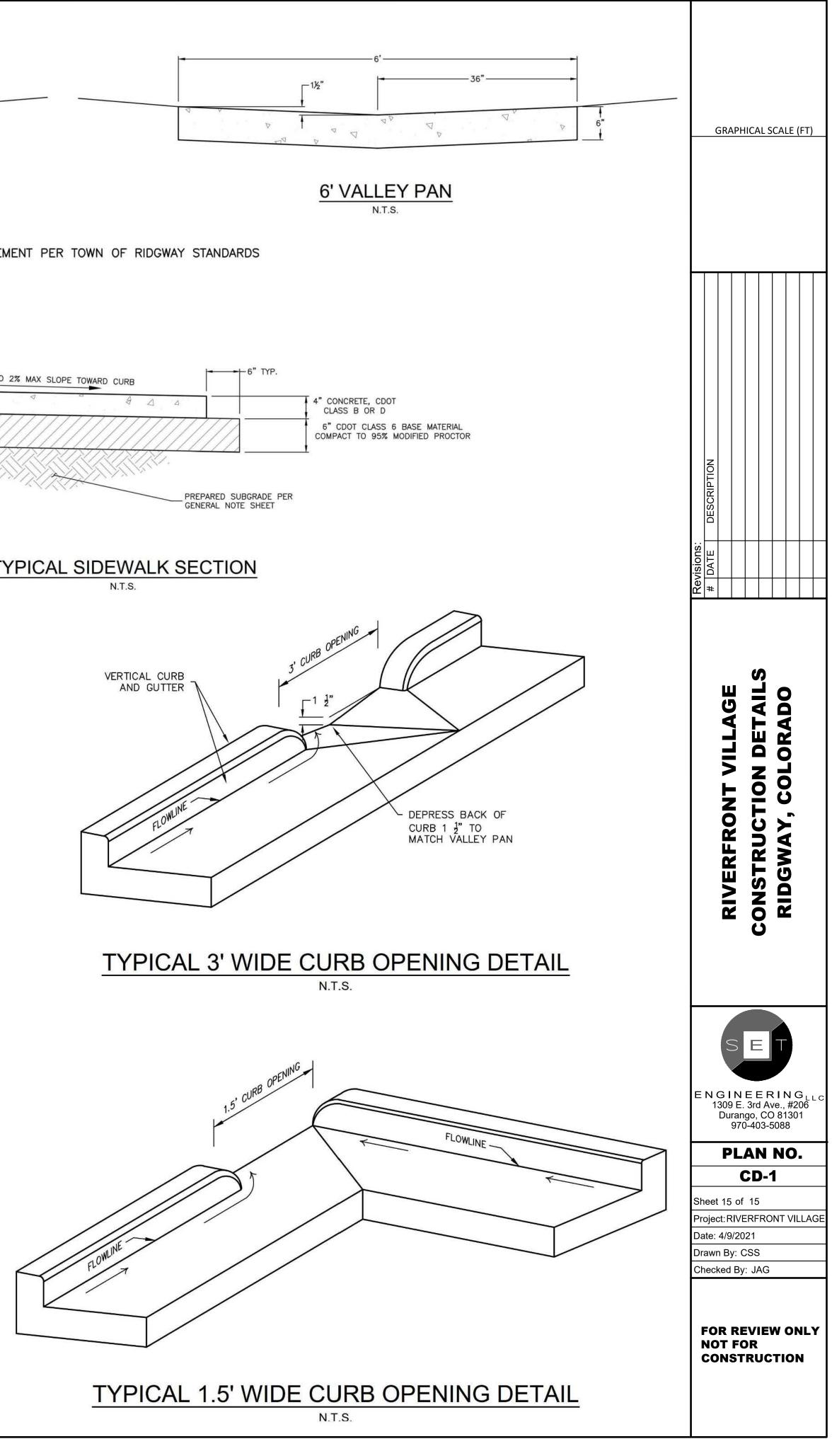


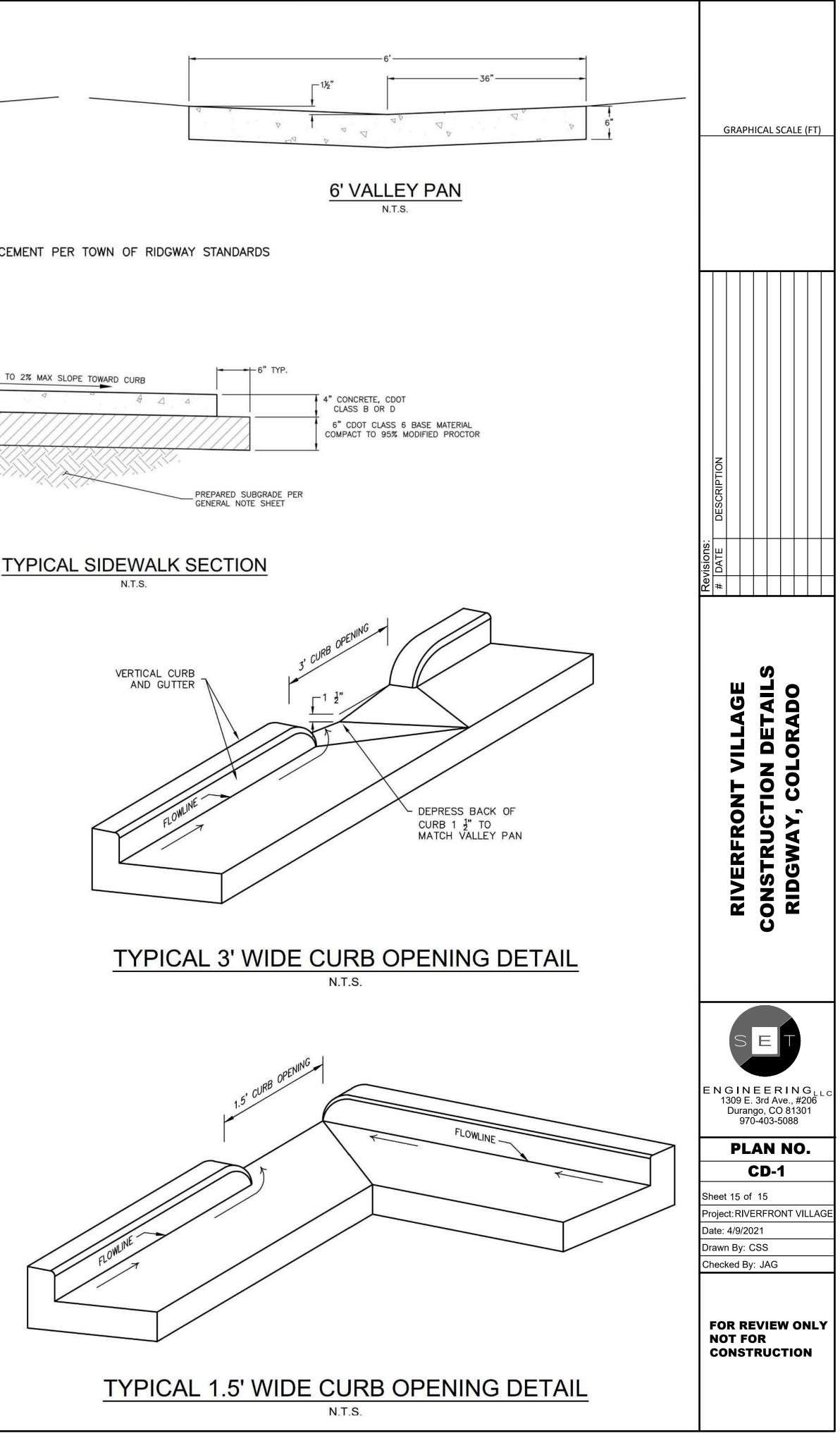


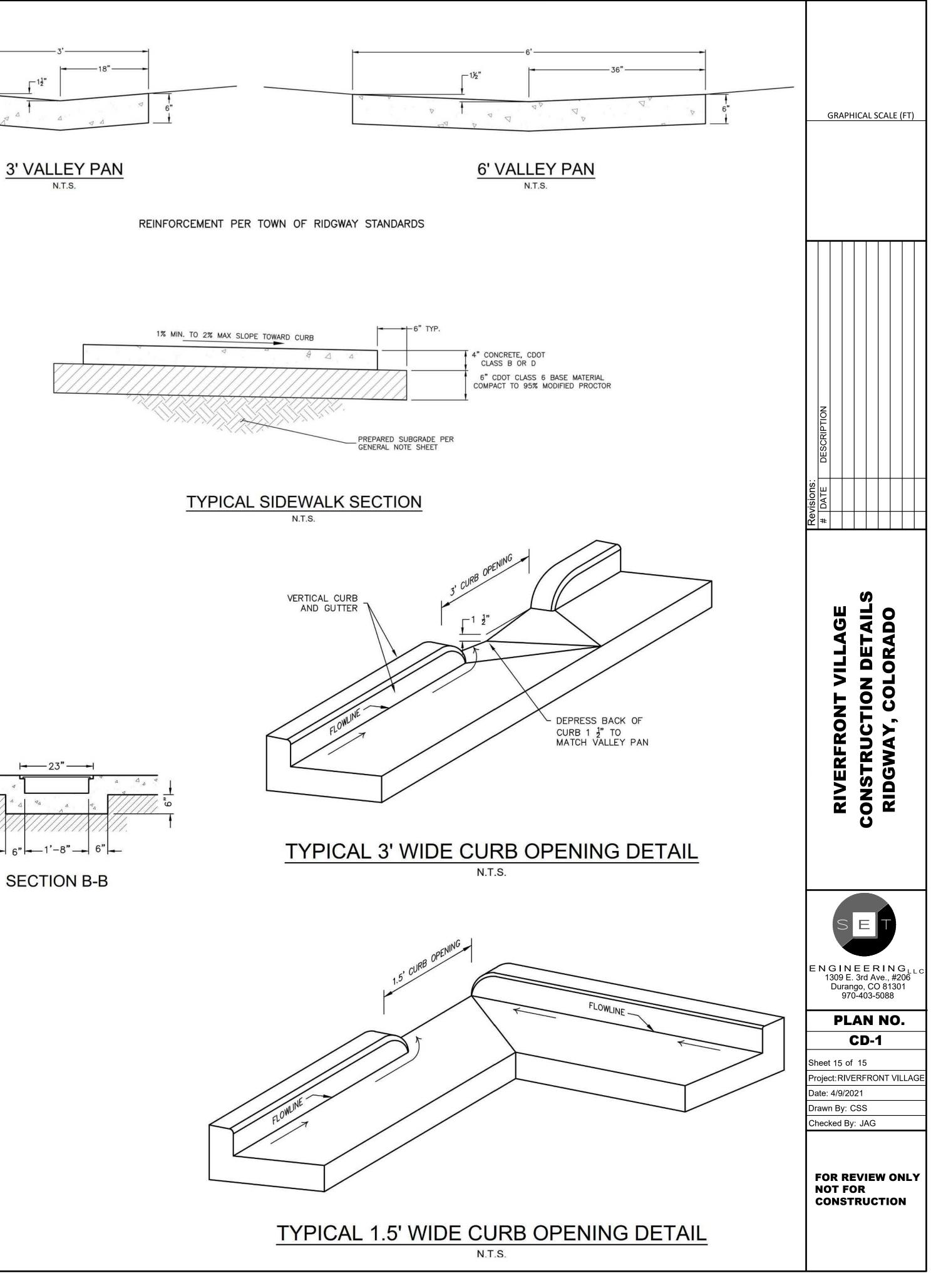
SIDEWALK DRAIN THROUGH N.T.S.

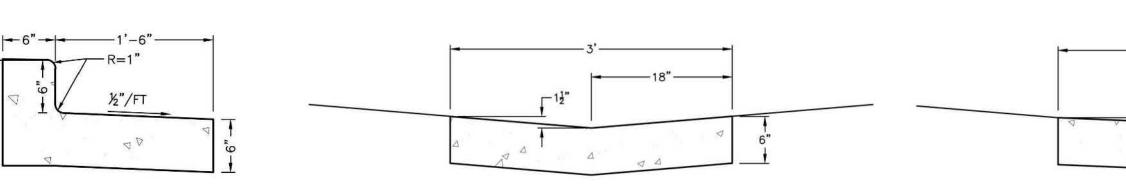


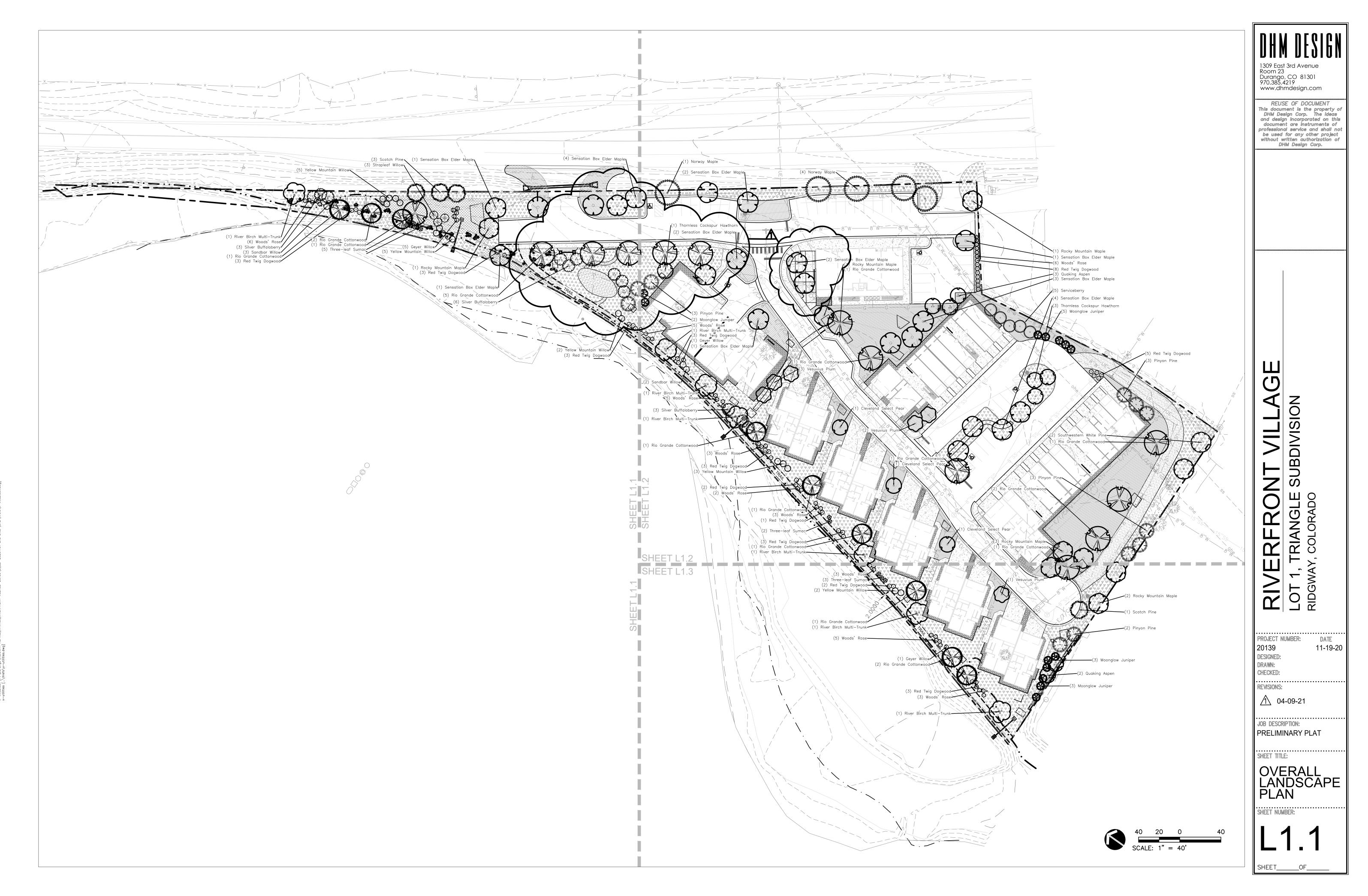








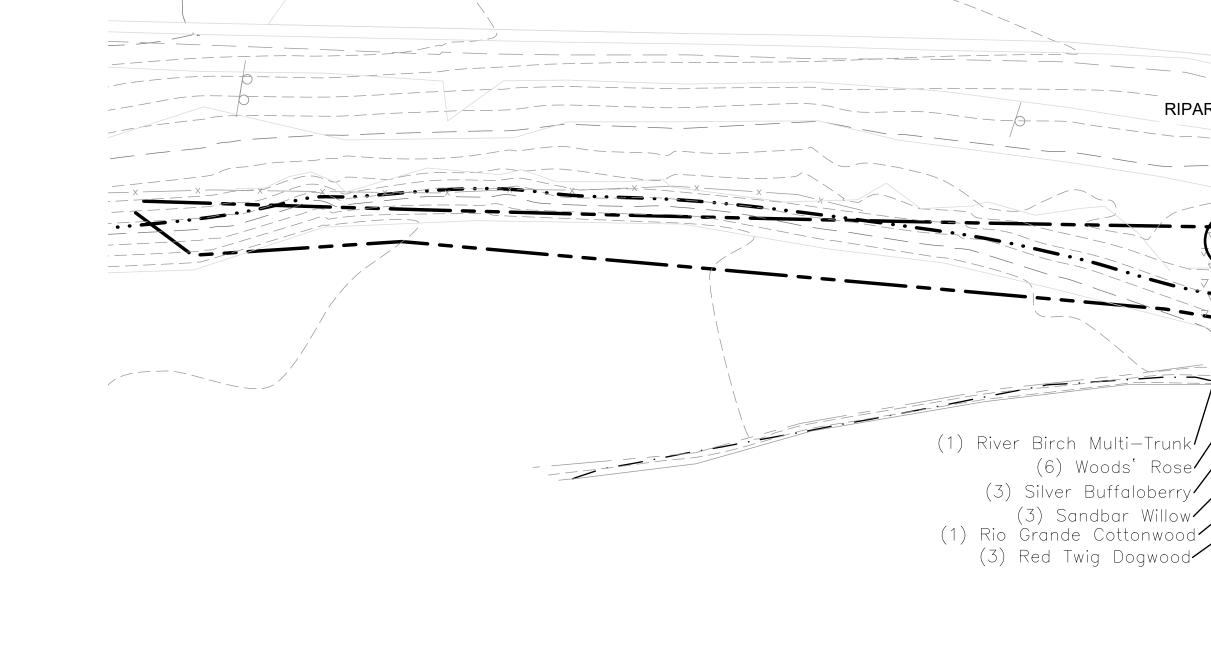




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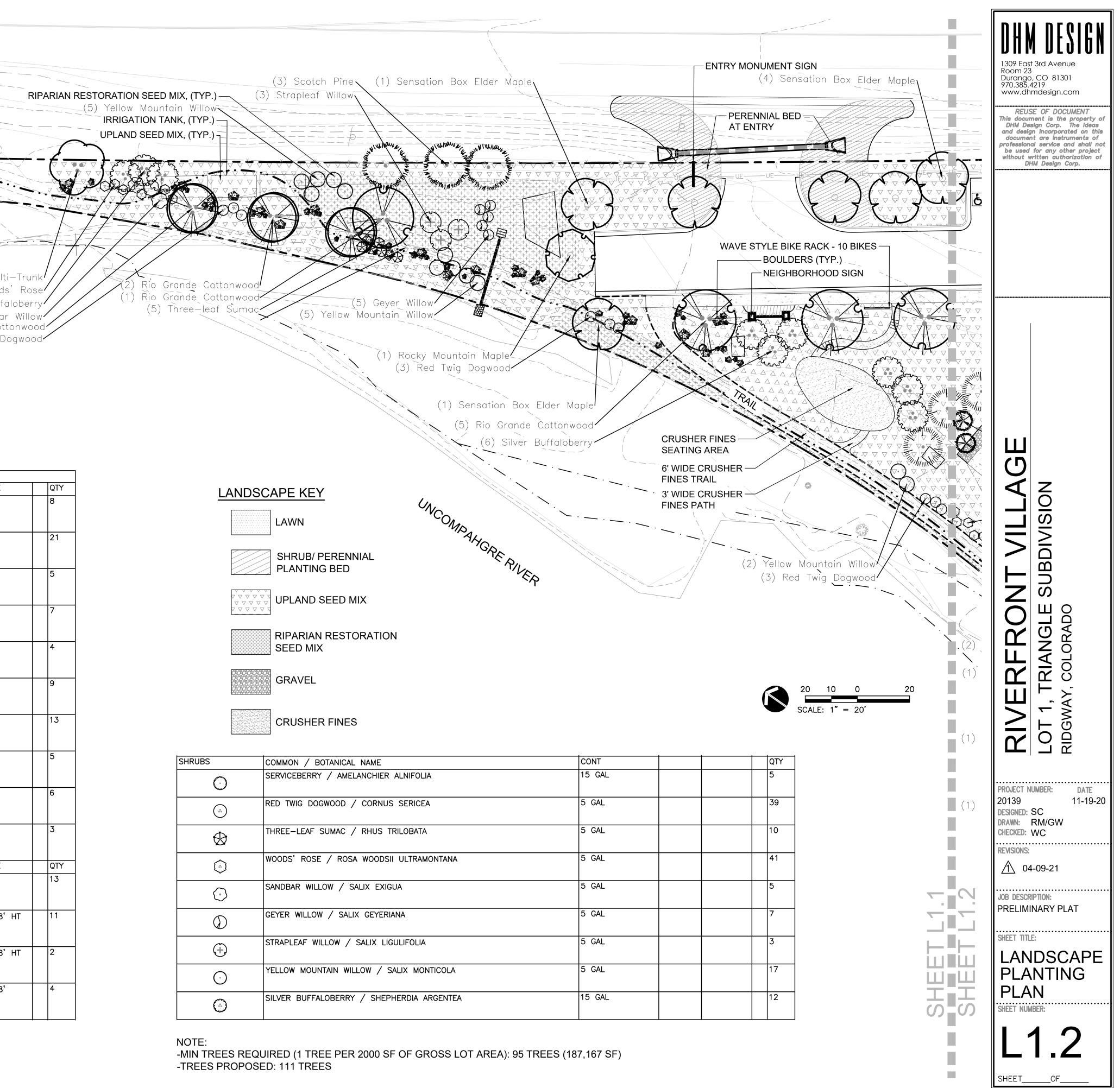
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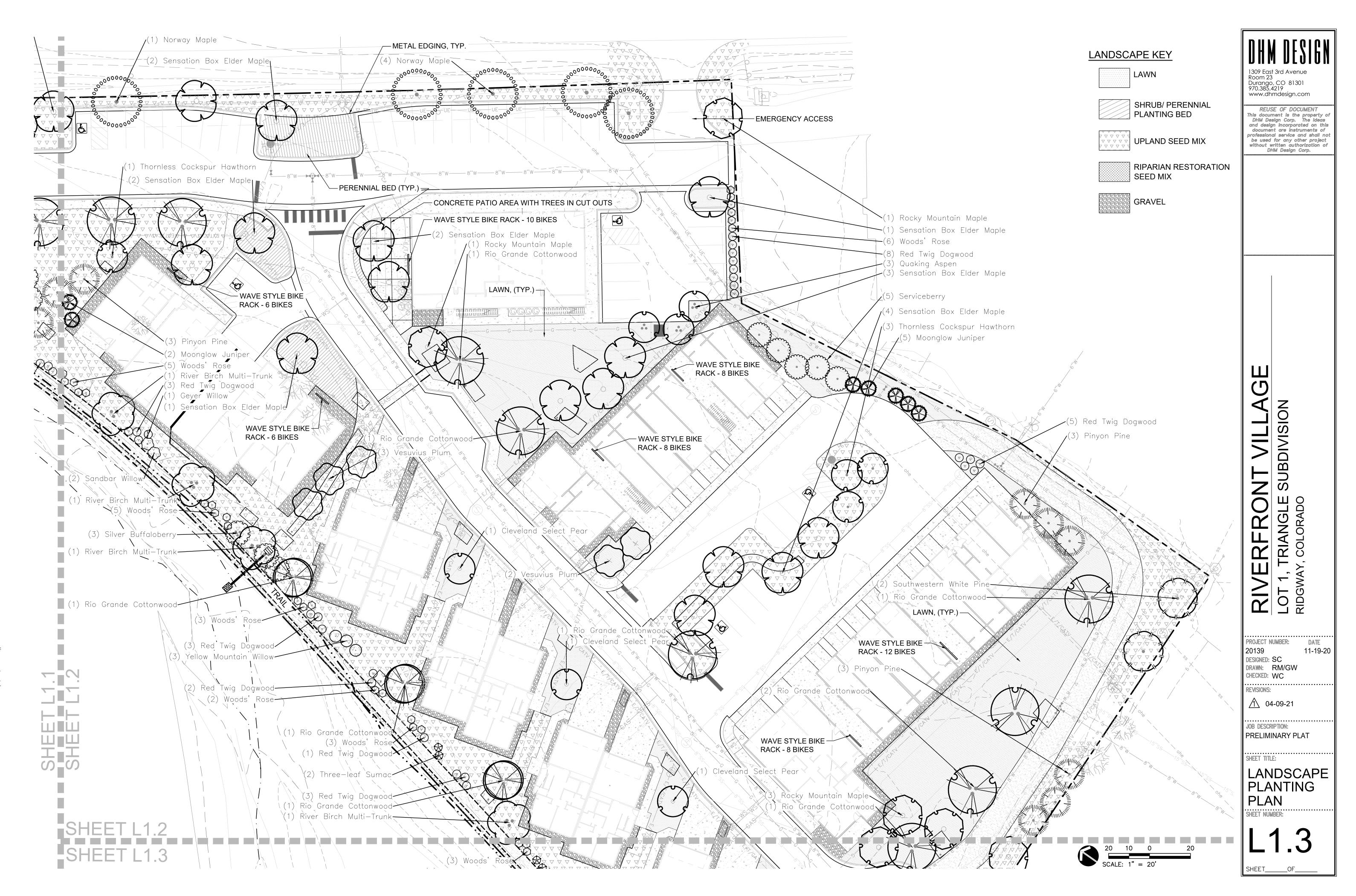
TREES	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
•	ROCKY MOUNTAIN MAPLE / ACER GLABRUM	15 GAL		
\bigcirc				
	SENSATION BOX ELDER MAPLE / ACER NEGUNDO 'SENSATION'	B & B	2"CAL	
	NORWAY MAPLE / ACER PLATANOIDES	B & B	2"CAL	
8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9				
	RIVER BIRCH MULTI-TRUNK / BETULA NIGRA	В & В	1.5"CAL	
	THORNLESS COCKSPUR HAWTHORN / CRATAEGUS CRUS-GALLI INERMIS TM	В & В	2"CAL	
\bigcirc	RIO GRANDE COTTONWOOD / POPULUS FREMONTII WISLIZENI	15 GAL	1.5"CAL	
	RIO GRANDE COTTONWOOD / POPULUS FREMONTII WISLIZENI	B & B	2"CAL	
	QUAKING ASPEN / POPULUS TREMULOIDES	В & В	1.5"CAL	
	VESUVIUS PLUM / PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	B & B	2"CAL	
	CLEVELAND SELECT PEAR / PYRUS CALLERYANA 'CLEVELAND SELECT'	В & В	2"CAL	
VERGREEN TRE	ES COMMON / BOTANICAL NAME	CONT	CAL	SIZE
\bigotimes	MOONGLOW JUNIPER / JUNIPERUS SCOPULORUM 'MOONGLOW'	15 GAL OR B&B		
	PINYON PINE / PINUS EDULIS	B & B		6'-8'
\bigcirc	SOUTHWESTERN WHITE PINE / PINUS STROBIFORMIS	B & B		6'-8'
Not the second sec	SCOTCH PINE / PINUS SYLVESTRIS	В & В		6'-8'



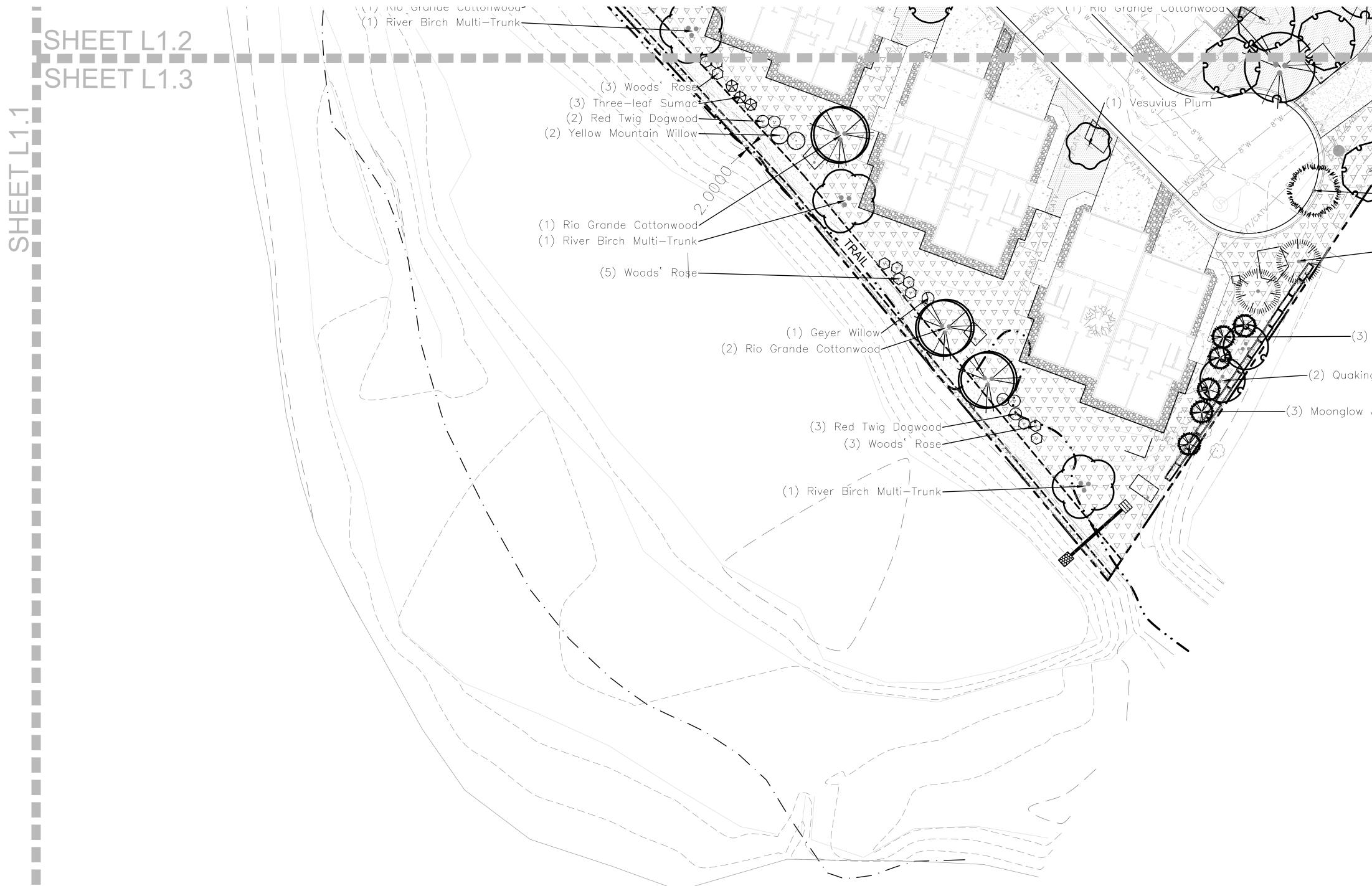
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SEED MIXES

	Upland Seed Mix						
Scientific Name	<u>Common Name</u>	Percentage	Seeding Rate PLS Lbs./acre				
Pascopyrum smithii	Western Wheatgrass	30%	6.6				
Pseudoregneria spicata	Bluebunch Wheatgrass ("secar" variety)	20%	4.4				
Elymus trachycaulus	Slender Wheatgrass	15%	3.3				
Nassella viridula	Green Needlegrass	15%	3.3				
Festuca idahoensis	Idaho Fescue	5%	1.1				
Oryzopsis hymenoides	Indian Ricegrass	5%	1.1				
Andropogon scoparius	Little Bluestem	5%	1.1				
Koeleria macrantha	Prairie Junegrass	5%	1.1				
	TOTAL	100%	22				

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			Seeding Rate PLS
<u>Scientific Name</u>	<u>Common Name</u>	<u>Percentage</u>	Lbs./acre
Deschampsia caespitos	Tufted Hairgrass	30%	10.1
Elymus lanceolatus	Streambank Wheatgrass	20%	7.
Pascopyron smithii	Western Wheatgrass	20%	7.
Carex utriculata	Beaked Sedge	10%	3.
Juncus balticus	Baltic Rush	10%	3.
Poa palustris	Fowl Bluegrass	10%	3.
	TOTAL	100%	3

(2) Rocky Mountain Maple (1) Scotch Pine (2) Pinyon Pine	DIADA DE SUBSA Subset de la compara de la comparación por la comparación de la comparación por la comparación de la comparación por la comparación de la comparación de la comparación de la com
Moonglow Juniper g Aspen Juniper	RIVERFRONT VILLAGE LOT 1, TRIANGLE SUBDIVISION RIDGWAY, COLORADO
LANDSCAPE KEYImage: LawnImage: Lawn <t< td=""><td>PROJECT NUMBER: DATE 20139 11-19-20 DESIGNED: SC DRAWN: RM/GW CHECKED: WC REVISIONS: \widehat{M} 04-09-21 JOB DESCRIPTION: PRELIMINARY PLAT SHEET TITLE: LANDSCAPE PLANDSCAPE PLANDSCAPE PLANDSCAPE SHEET NUMBER:</td></t<>	PROJECT NUMBER: DATE 20139 11-19-20 DESIGNED: SC DRAWN: RM/GW CHECKED: WC REVISIONS: \widehat{M} 04-09-21 JOB DESCRIPTION: PRELIMINARY PLAT SHEET TITLE: LANDSCAPE PLANDSCAPE PLANDSCAPE PLANDSCAPE SHEET NUMBER:

TREES





Cockspur Thornless Hawthorn



Scotch Pine



Pinon Pine



Moonglow Juniper



Vesuvius Plum



Norway Maple



Sensation Box Elder



Rio Grande Cottonwood





Mugo Pine



Blue Chip Juniper



Pawnee Buttes Sand Cherry



Dark Knight Spirea









Walker's Low Catmint



Terracotta Yarrow



Blue Flame Giant Purple Salvia



Mount Everest Allium





Low Water Turfgrass



Upland Seed Mix

TYPICAL PERENNIALS USED IN PLANTING BEDS







Nearly Wild Rose



Blue Fortune Agastache





Black-Eyed Susan



Sky Island Orange Hummingbird Trumpet







Dwarf Prairie Dropseed



Alexander White Candytuft



Mounding Sage



Blonde Ambition Grass



Siskiyou Blue Fescue Grass

LANDSCAPE CHARACTER | CULTURAL LANDSCAPE RIDGWAY, CO | TAVACI VILLAGE **JUNE 2020**

CULTURAL LANDSCAPE

Plant Type	C/D	Scientific Name	Common Name	Water	Sun	Height	Spread	Bloom time
Tree	Deciduous	Crataegus crus-gali var. inermis	Cockspur Thornless Hawthorn	Low	Full Sun - Partial Shade	22	16	Spring
Tree	Deciduous	Acer glabrum var. glabrum	Rocky Mountain Maple	Low	Full Sun - Partial Shade	20	15	
Tree	Deciduous	Acer negundo 'Sensation'	Sensation Box Elder	Low	Full Sun	30	25	Early Spring
Tree	Deciduous	Populus fremontii Weslizeni	Rio Grande Cottonwood	Medium	Full Sun	60	40	
Tree	Deciduous	Prunus cerasifera 'Krauter Vesuvius'	Vesuvius Plum	Medium	Full Sun	20	20	Spring
Tree	Deciduous	Acer platanoides	Norway Maple	Medium	Full Sun	50	40	
Tree	Coniferous	Juniperus scopulorum 'Moonglow'	Moonglow Juniper	Low	Full Sun	15	6	
Tree	Coniferous	Pinus sylvestris	Scotch Pine	Low	Full Sun	50	35	
Tree	Coniferous	Pinus edulis	Pinon Pine	Low	Full Sun	20	20	
Shrub	Coniferous	Pinus mugo	Mugo Pine	Low	Full Sun - Partial Shade	20	20	
Shrub	Coniferous	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	Low	Full Sun	1	5	
Shrub	Deciduous	Prunus besseyi 'P011S'	Pawnee Buttes Sand Cherry	Low	Full Sun	1.5	6	Spring
Shrub	Deciduous	Caryopteris x clandonensis 'Dark Knight'	Dark Knight Spirea	Low	Full Sun	4	3	Summer
Shrub	Deciduous	Ericameria nauseosa var. nauseosa	Dwarf Blue Rabbitbrush	Low	Full Sun	2	2	Summer
Shrub	Deciduous	Rosa x 'Nearly Wild'	Nearly Wild Rose	Low	Full Sun	3	3	Spring
Ornamental grass		Bouteloua gracilis Blonde Ambition	Blonde Ambition Blue Grama Grass	Low	Full Sun - Partial Sun	3	3	
Ornamental grass		Festuca 'Siskiyou Blue'	Siskiyou Blue Fescue Gras	Low	Full Sun	1.5	1	
Ornamental grass		Sporobolus heterolepis 'Tara'	Dwarf Praire Dropseed	Low	Full Sun	1.5	1	
Perennial		Allium stipitatum 'Mount Everest	Mount Everest Allium	Low	Full Sun - Partial Sun	3	1	Summer
Perennial		Echinacea purpurea	Purple Coneflower	Low	Full Sun	3	2	Summer
Perennial		Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	Low	Full Sun	2	1.5	Spring-Summer
Perennial		Achillea Terracotta	Terracotta Yarrow	Low	Full Sun	2	3	Summer
Perennial		Salvia pachyphylla 'Blue Flame'	Blue Flame Giant Purple Salvia	Low	Full Sun	3	2	Spring-Summer
Perennial		Agastache 'Blue Fortune'	Blue Fortune Agastache	Low	Full Sun	3	1.5	Summer
Perennial		Rudbeckia fulgida var. sullivantii 'Goldsturm'	Black-Eyed Susan	Low	Full Sun	3	2	Summer - Fall
Perennial		Solidago canadensis	Goldenrod	Low	Full Sun	5	5	Fall
Perennial		Iberis sempervirens 'Alexander's White'	Candytuft	low	Full Sun - Partial Sun	0.75	1.5	Spring
Perennial		Artemisia schmidtiana 'Silver Mound'	Silver Mound Sage	Low	Full Sun	0.5	2	
Perennial		Zauschneria canum var. arizonica 'Sky Island Or- ange'	Sky Island Orange Hummingbird Trum- pet	Low	Full Sun - Partial Sun	3	3	Fall





DHM DESIGN LANDSCAPE ARCHITECTURE URBAN DESIGN + LAND PLANNIN ECOLOGICAL PLANNING

LANDSCAPE CHARACTER| CULTURAL LANDSCAPE RIDGWAY, CO | TAVACI VILLAGE JUNE 2020

SCREENING

TREES



Pinyon Pine



Saskatoon Serviceberry



Moonglow Juniper



Scotch Pine







Box Elder



River Birch



SHRUBS

Red Osier Dogwood



Three-leaf Sumac



Wood's Rose

GROUND COVER AND FORBS



Upland Seed Mix

GROUND COVER AND FORBS



Riparian Seed Mix



RIPARIAN RESTORATION

TREES



Sandbar Willow



Rocky Mountain Willow



Geyer Willow



Strapleaf Willow



Silver Buffaloberry

SCREENING

Plant Type	C/D	Scientific Name	Common Name	Water	Sun	Height	Spread
		Juniperus scopulorum 'Moon-					
Tree	Coniferous	glow'	Moonglow Juniper	Low	Full Sun	15	6
Tree	Coniferous	Pinus sylvestris	Scotch Pine	Low	full sun	50	35
Tree	Coniferous	Pinus edulis	Pinon Pine	Low	full sun	20	20
Tree	Deciduous	Amelanchier alnifolia	Saskatoon Serviceberry	low	Full sun - Partial Shade	20	12



RIPARIAN RESTORATION

Plant Type	C/D	Scientific Name	Common Name	Water	Sun	Height	Spread	Bloom time
Tree	Deciduous	Populus fremontii	Rio Grande Cottonwood	Moderate	Full Sun	60	40	Spring
Tree	Deciduous	Acer negundo	Box Elder	Moderate	Full Sun	50	35	Spring
Tree	Deciduous	Betula occidentalis	River Birch	Moderate	Full Sun - Partial Shade	40	40	Spring
Shrub	Deciduous	Cornus sericea	Red osier dogwood	Moderate	Full Sun - Partial Shade	12	12	Spring
Shrub	Deciduous	Rhus trilobata	Three-leaf Sumac	Low	Full Sun	6	6	Spring
Shrub	Deciduous	Rosa woodsii	Wood's Rose	Moderate	Full Sun - Partial Shade	5	5	Spring
Shrub	Deciduous	Salix exigua	Sandbar Willow	High	Full Sun	10	10	Spring
Shrub	Deciduous	Salix geyeriana	Geyer Willow	High	Full Sun - Partial Shade	16	16	Spring
Shrub	Deciduous	Salix ligulifolia	Strapleaf Willow	High	Full Sun - Partial Shade	20	20	Spring
Shrub	Deciduous	Salix monticola	Rocky Mountain Willow	High	Full Sun - Partial Shade	12	12	Spring
Shrub	Deciduous	Shephedia argentia	Silver Buffaloberry	Moderate	Full Sun - Full Shade	12	12	Spring



DHM DESIGN LANDSCAPE ARCHITECTURE URBAN DESIGN + LAND PLANNIN ECOLOGICAL PLANNING

LANDSCAPE CHARACTER | SCREENING + RIPARIAN RESTORATION RIDGWAY, CO | TAVACI VILLAGE JUNE 2020

SEED MIXES

	Upland Seed Mix						
Scientific Name	Common Name	Percentage	<u>Seeding Rate PLS</u> <u>Lbs./acre</u>				
Pascopyrum smithii	Western Wheatgrass	30%	6.6				
Pseudoregneria spicata	Bluebunch Wheatgrass ("secar" variety)	20%	4.4				
Elymus trachycaulus	Slender Wheatgrass	15%	3.3				
Nassella viridula	Green Needlegrass	15%	3.3				
Festuca idahoensis	ldaho Fescue	5%	1.1				
Oryzopsis hymenoides	Indian Ricegrass	5%	1.1				
Andropogon scoparius	Little Bluestem	5%	1.1				
Koeleria macrantha	Prairie Junegrass	5%	1.1				
	TOTAL	. 100%	22				

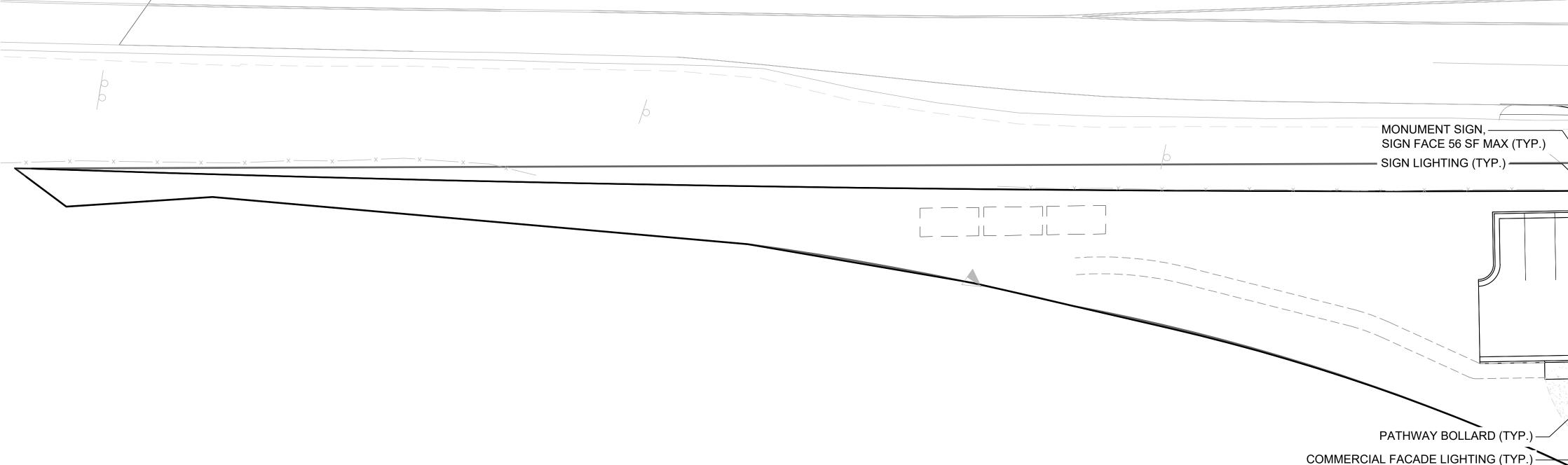


	Riparian Restoration Seed Mix					
Scientific Name	Common Name	Percentage	Seeding Rate PLS Lbs./acre			
Deschampsia caespitos	Tufted Hairgrass	30%	10.8			
Elymus lanceolatus	Streambank Wheatgrass	20%	7.2			
Pascopyron smithii	Western Wheatgrass	20%	7.2			
Carex utriculata	Beaked Sedge	10%	3.6			
Juncus balticus	Baltic Rush	10%	3.6			
Poa palustris	Fowl Bluegrass	10%	3.6			
	TOTA	AL 100%	36			



DHM DESIGN LANDSCAPE ARCHITECTURE URBAN DESIGN + LAND PLANNIN ECOLOGICAL PLANNING

LANDSCAPE CHARACTER| SEED MIXES RIDGWAY, CO | TAVACI VILLAGE JUNE 2020



KEY			FIXTURE	QTY	LUMENS/UNIT	KELVINS/UI
G.F.	2nd.F.	3rd.F.	_			
			STEP LIGHTING -ALL FIXTURES MOUNTED 12" ABOVE WALKING SURFACE	44	68lm	3000K
\odot	\bigcirc	\bigcirc	BUILDING ENTRY/EXIT -WALL SCONCE	112	1167lm	3000K
	NA	NA	COMMERCIAL FACADE LIGHTING -MOUNTED ABOVE 6'-6" -WALL SCONCE	14	800lm	3000K
	NA	NA	PATHWAY BOLLARD	6	280lm	3000K
Δ	NA	NA	POLE LIGHT -PEDESTRIAN HEIGHT 11'-6"	6	500lm	3000K
	NA	NA	SIGN LIGHTING -DOWNLIT/SHIELDED	3	225lm	3000K

NOTE:

1. TOTAL LUMENS: 150,251 lm

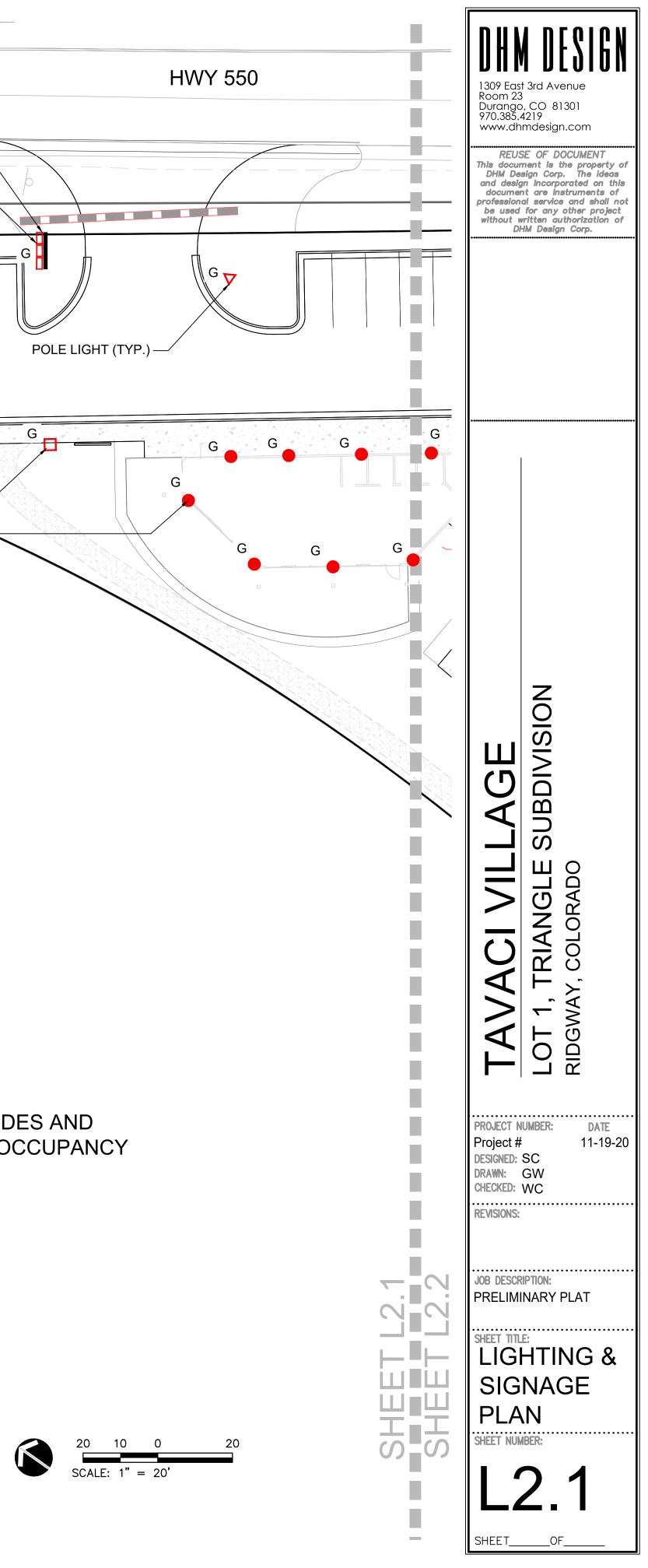
2. LUMENS ALLOWED (25,000lm/acre+2,000lm/unit): 181,500lm (4.3 acres, 38 units)

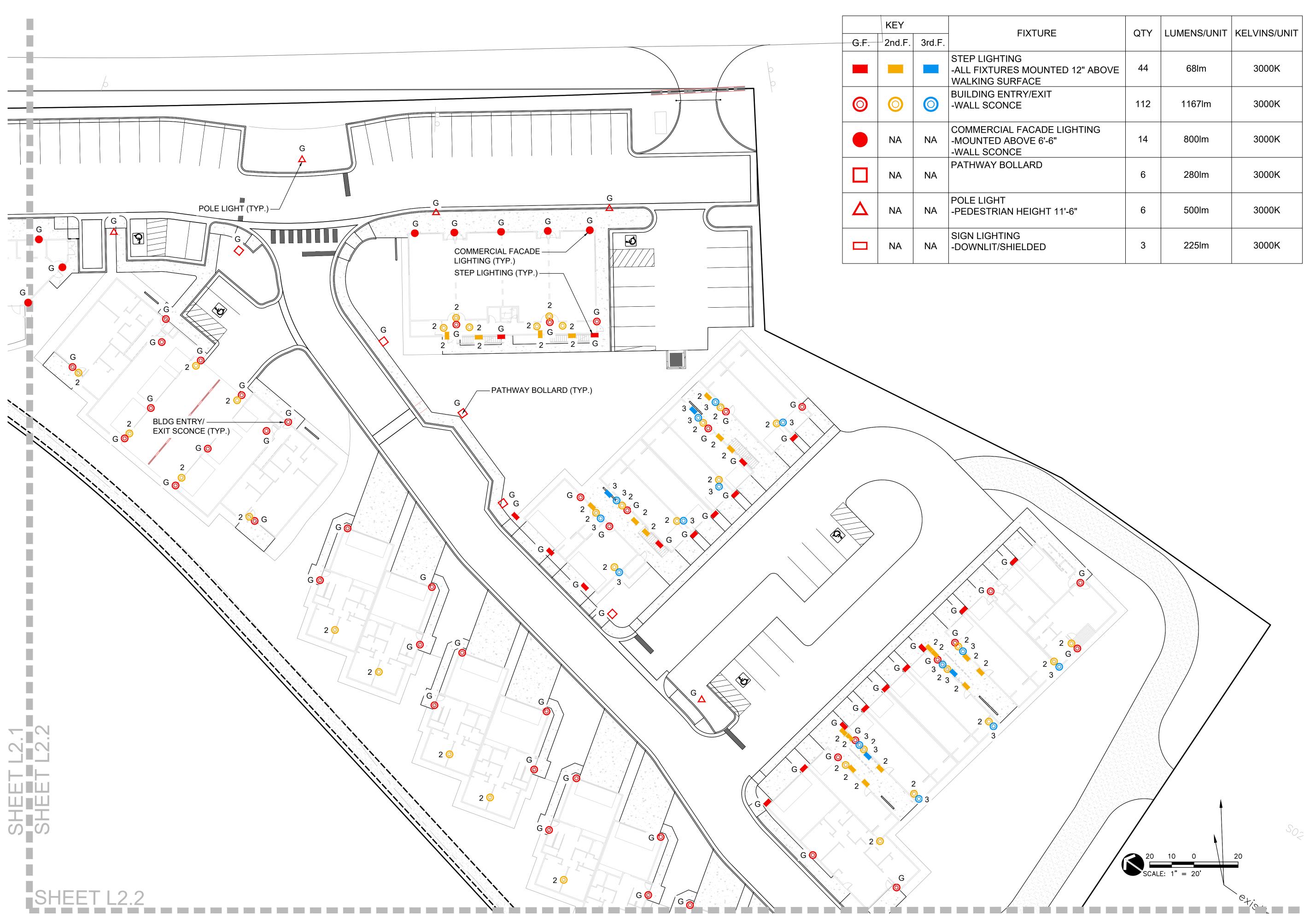
3. QUANTITIES IN TABLE REFLECT LIGHTING ON ALL FLOORS



SIGNAGE NOTE:

1. ALL BUILDING SIGNAGE SHALL BE PER TOWN OF RIDGWAY CODES AND STANDARDS. TO BE SUBMITTED AND REVIEWED BY TOWN AS OCCUPANCY OCCURS.





QTY	LUMENS/UNIT	KELVINS/UNIT
44	68lm	3000K
112	1167lm	3000K
14	800lm	3000K
6	280lm	3000K
6	500lm	3000K
3	225lm	3000K
	44 112 14 6 6	44 68lm 112 1167lm 14 800lm 6 280lm 6 500lm



SHEET____OF___

DHM DESIGN

HEET L2.2 HEET L2.3	 		
KEV			

KEY			FIXTURE	QTY	LUMENS/UNIT	KELVINS/U
G.F.	2nd.F.	3rd.F.	TIXTORE	QII		
			STEP LIGHTING -ALL FIXTURES MOUNTED 12" ABOVE WALKING SURFACE	44	68lm	3000K
\bigcirc	\bigcirc	Ø	BUILDING ENTRY/EXIT -WALL SCONCE	112	1167lm	3000K
	NA	NA	COMMERCIAL FACADE LIGHTING -MOUNTED ABOVE 6'-6" -WALL SCONCE	14	800lm	3000K
	NA	NA	PATHWAY BOLLARD	6	280lm	3000K
Δ	NA	NA	POLE LIGHT -PEDESTRIAN HEIGHT 11'-6"	6	500lm	3000K
	NA	NA	SIGN LIGHTING -DOWNLIT/SHIELDED	3	225lm	3000K

STEP LIGHTING

SHEET

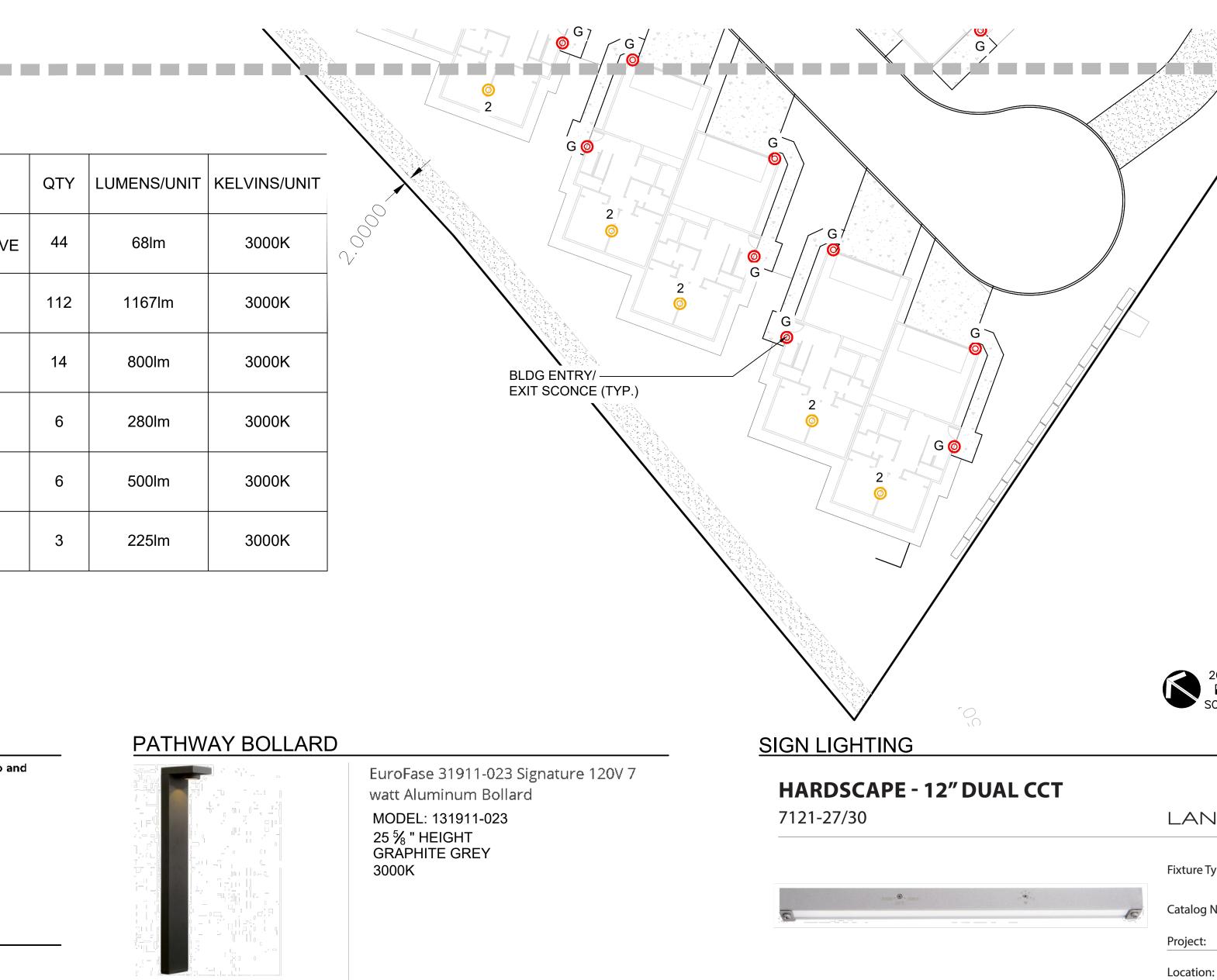


WAC LEDme 5"W Black Horizontal 3000K LED Step and Wall Light MODEL: WL-LED100FCBK 3000K

BUILDING ENTRY/EXIT



WAC LIGHTING YESSEL MODEL: WS-W9101 BLACK DOWN LIGHT ONLY 3000K



POLE LIGHT



MODEL: PKWS-ANG 11'-6 " HEIGHT 3000K

COMMERCIAL FACADE LIGHTING

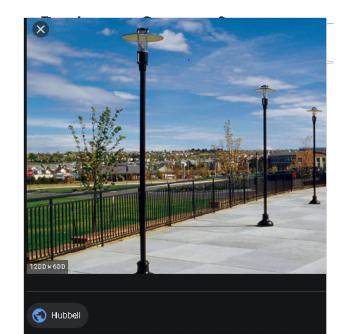
3000K

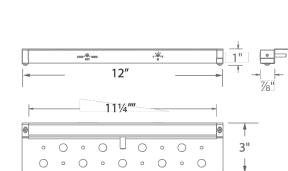
WAC LIGHTING Responsible Lighting

WAC Lighting Tube 5" Tall Single Light LED Outdoor Wall Sconce -& 800 Lumens MODEL: WS-W2605BZ



ARCHITECTURAL AREA LIGHTING





PRODUCT DESCRIPTION

Hardscape luminaire. Multiple mounting options with durable aluminum construction.	Inj
	Ро
	D.,.'

FEATURES

- Integrate brightness control, duo color temperature option
- Conveniently adapts into existing 12V system
- Translucent diffuser eliminates worrisome hotspots for even light projection
- Mounting options included; stainless seel under capstone brackets, clips and hardware
- Simple two screw mounting option into handrails, bench seats, decks, steps and fences
- IP66 rated, protected against high pressure water jets
- Potted electronics and conformal coated LEDs for long term moisture protection
- Maintains constant lumen output against voltage drop
- SPECIFICA Input: Power: Brightness CRI: Rated Life: Standards:

etic mo roo	DIADA DESIGNAJOHAN DESIGNA1309 East 3rd Avenue Room 23 Durango, CO 81301 90.385.4219 www.dhmdesign.comREUSE OF DOCUMENT This document is the property of DHM Design Corp. The ideas and design incorporated on this document are instruments of professional service and shall not be used for any other project without written authorization of DHM Design Corp.
20 10 0 20 CALE: 1" = 20'	TAVACI VILLAGE LOT 1, TRIANGLE SUBDIVISION RIDGWAY, COLORADO
9 - 15VAC (Transformer is required) 7.0W / 7.3VA s: 225 lm 90+ : 50,000 hours : UL,cUL Listed	PROJECT NUMBER: DATE Project # 11-19-20 DESIGNED: SC DRAWN: GVV CHECKED: WC REVISIONS: JOB DESCRIPTION: PRELIMINARY PLAT SHEET TITLE: LIGHTING & SIGNAGE PLAN SHEET NUMBER: L223

SHEET____OF_

PROJECT ADDRESS:

TRIANGLE SUBDIVISION, LOT 1 RIDGWAY, CO 81432

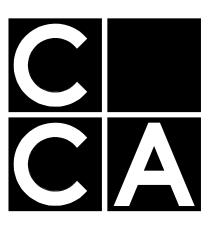
OWNER INFORMATION:

ALPINE HOMES-RIDGWAY, LLC CONTACT: JOHN SIMON MOUNTAINEER CONSTRUCTION P.O. BOX 2794 TELLURIDE, CO 81435 9070-708-7224

ARCHITECTURAL SHEET INDEX T1.1 TITLE SHEET/ VICINITY MAP A1.1 ARCHITECTURAL SITE PLAN A1.2 ELEVATION MATERIALS A1.3 BUILDING HEIGHT DIAGRAMS **BUILDING C** LANDSCAPE ARCHITECT INFORMATION: A2.1 BUILDING C MAIN LEVEL PLAN DHM DESIGN A2.2 BUILDING C ROOF PLAN 1309 EAST 3RD AVENUE, ROOM 23 A3.1 BUILDING C EXTERIOR ELEVATIONS DURANGO, CO 81301 **BUILDING CM** (970) 385-4219 A2.1 BUILDING CM MAIN LEVEL PLAN A2.2 BUILDING CM UPPER LEVEL PLAN A2.3 BUILDING CM ROOF PLAN A3.1 BUILDING CM EXTERIOR ELEVATIONS A3.2 BUILDING CM EXTERIOR ELEVATIONS **BUILDING M1** CREENED TRASH-& RECYCLING ENCLOSURE A2.1 BUILDING M1 MAIN LEVEL PLAN A2.2 BUILDING M1 UPPER LEVEL PLAN A2.3 BUILDING M1 ROOF PLAN A3.1 BUILDING M1 EXTERIOR ELEVATIONS A3.2 BUILDING M1 EXTERIOR ELEVATIONS **BUILDING M2** A2.1 BUILDING M2 MAIN LEVEL PLAN A2.2 BUILDING M2 SECOND LEVEL PLAN A2.3 BUILDING M2 THIRD LEVEL PLAN A2.4 BUILDING M2 ROOF PLAN A3.1 BUILDING M2 EXTERIOR ELEVATIONS A3.2 BUILDING M2 EXTERIOR ELEVATIONS **BUILDING M3** A2.1 BUILDING M3 MAIN LEVEL PLAN A2.2 BUILDING M3 SECOND LEVEL PLAN A2.3 BUILDING M3 THIRD LEVEL PLAN A2.4 BUILDING M3 ROOF PLAN A3.1 BUILDING M3 EXTERIOR ELEVATIONS A3.2 BUILDING M3 EXTERIOR ELEVATIONS **BUILDING D1-D5** A2.1 BUILDING D MAIN LEVEL PLAN A2.2 BUILDING D UPPER LEVEL PLAN A2.3 BUILDING D ROOF PLAN A3.1 BUILDING D EXTERIOR ELEVATIONS A3.2 BUILDING D EXTERIOR ELEVATIONS

ARCHITECT INFORMATION: CCA - ASPEN 610 EAST HYMAN AVENUE ASPEN, CO 81601 (970) 925-5590 **CIVIL ENGINEER INFORMATION: DEL-MONT CONSULTANTS** 125 COLORADO AVE. MONTROSE, CO 81401 (970) 249-2251 PRELIMINARY PLAT SUBMISSION - JUNE 18, 2020 TAVACI VILLAGE LOT 1, TRIANGLE SUBDIVISION



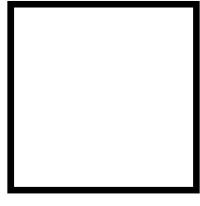


RIDGWAY, CO 81432

Sherman Street / Hwy 6 VICINITY MAP - NTS

300' FROM SITE IN ALL DIRECTIONS: ALSO ZONED GENERAL COMMERCIA





CHARLES CUNNIFFE ARCHITECTS

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SHEET NO.	



FLOOR AREA SUMMARY AND PARKING REQUIREMENTS:

REMOVAL OF 'C' BUILDING BUILDING CM

COMMERCIAL-RESIDENTIAL MIXED USE: 2-STORY 7,429 SF GROUND LEVEL 3,983 SF RETAIL COMMERCIAL TOTAL PARKING: 3,983 SF/ 250 16 SPACES UPPER LEVEL RESIDENTIAL (4) 2- BR UNITS AT 861.5 SF AVG. EA. = 3,446 TOTAL PARKING: 2 SPACES PER UNIT 8 SPACES - UNCOVERED 24 SPACES

BUILDINGS M1 A & B

1/22/2021

CPS Review

MULTIFAMILY: 2-BUILDINGS, 2-STORY 3,612 SF EACH (7,224 SF TOTAL) 2 - 3 BR UNITS 2 - 2 BR UNITS (ONE TYPE A AND ONE TYPE B ANSI ACCESSIBLE UNITS) 2 - 1 BR UNITS COVERED PARKING 10 SPACES

UNCOVERED PARKING 2 SPACES

12 SPACES NOTE: M1 A & B REDUCED BY TWO (2) 1-BEDROOM UNITS

BUILDING M2

MULTIFAMILY: 3-STORY 14,153 SF 2 - 3 BR UNITS 6 - 2 BR UNITS GARAGE 1ST LEVEL 16 SPACES (2 PER UNIT) **4 VISITOR SPACES** 20 SPACES

BUILDING M3

MULTIFAMILY: 3-STORY 16,506 SF 2 - 3 BR UNITS 6 - 2 BR UNITS (ONE TYPE A ANSI ACCESSIBLE UNIT) 2 - 1 BR UNITS GARAGE 1ST LEVEL 18 SPACES (2 PER UNIT, 1 PER 1-BED UNIT) **4 VISITOR SPACES** 22 SPACES NOTE: M3 INCREASED BY TWO (2) 1-BEDROOM UNITS

BUILDINGS D1-D5 (TOWNHOMES)

TOWNHOME: 2- STORY; 23,695 SF TOTAL (IN 5 BUILDINGS) LIVING 1,836.5 SF (3 BR) + GARAGE 2 CARS 534 SF = 2,369.5 SF EA UNIT 20 SPACES

TRIANGLE PARCEL PUD:

SITUATED IN THE W1/2SE1/4NW1/4 OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO.

SITE ACREAGE: 4.3 ACRES ZONING: GENERAL COMMERCIAL SETBACKS: FRONT 15' REAR 8' DWELLING UNITS: 38 TOTAL BEDROOMS: 88 TOTAL his only adds up to 79.8% of the MAX RES OCCUPANCY: 186 87,308sf of the full lot. What makes up the remaining 20.2%? LOT AREA CALCULATION 4 SITE: 187,308 SF 18% OF TOTAL LOT AREA BUILDINGS: 34,373.85 SF

HARDSCAPE: 18,272.97 SF LANDSCAPE: 74-205.70 SE 40% OF IOIAL LOT AREA

PUBLIC USE AREA: 22,103 SF 11.8% OF TOTAL LOT AREA INCL: RIVER TRAIL; RIVER PARK; COMMERCIAL PLAZA; SIDEWALK FROM RIVER TRAIL TO CM BLDG.

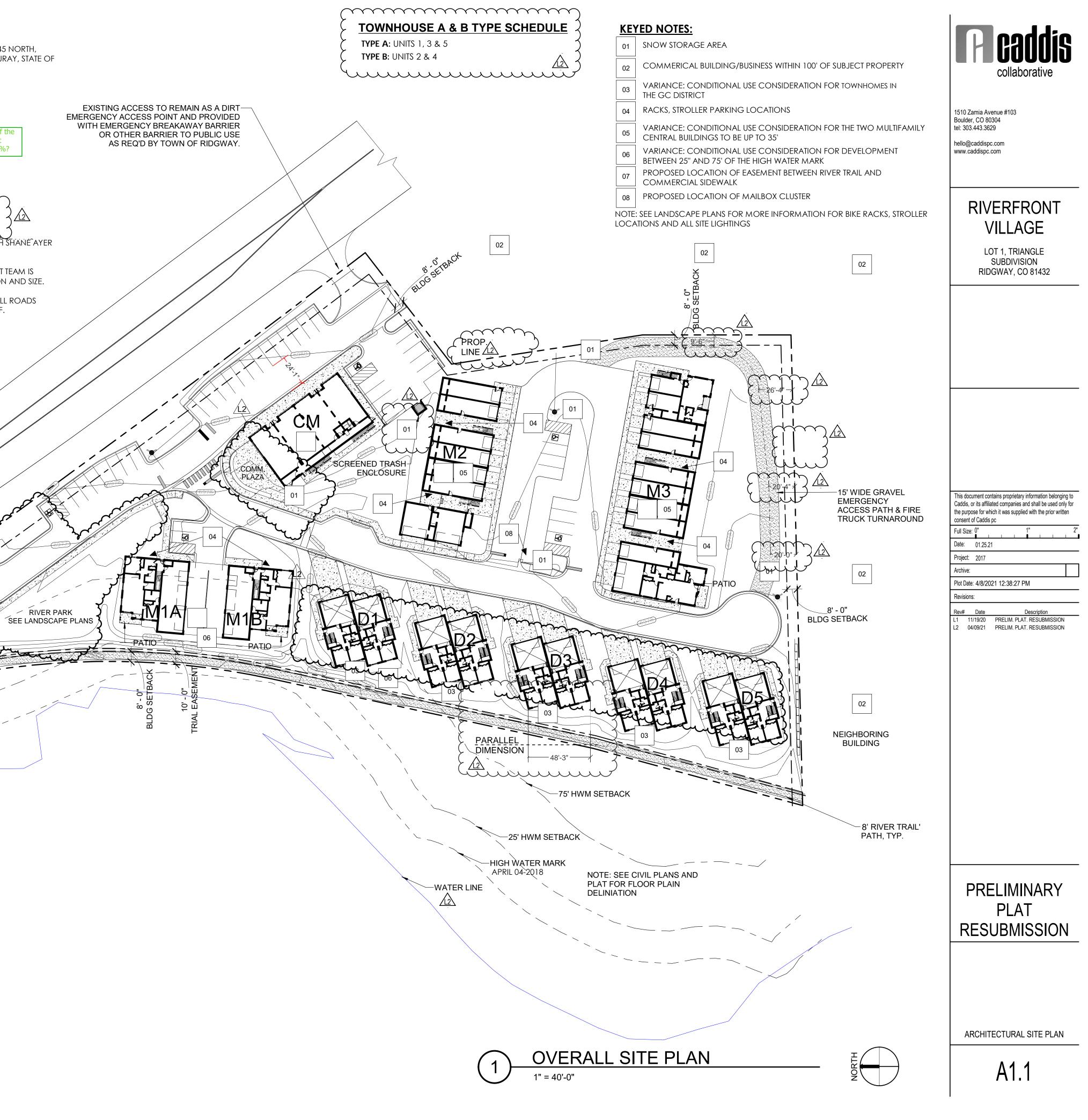
10% OF TOTAL LOT AREA

SCHOOL BUS STOP: THE DEVELOPMENT TEAM IS WORKING WITH SHANE AYER AT RIDGWAY SCHOOL DISTRICT TO FINALIZE LOCATION.

POSTAL BOX (CENTRALIZED DELIVERY UNIT): THE DEVELOPMENT TEAM IS WORKING WITH RENEE REXFORD AT USPS TO FINALIZE LOCATION AND SIZE.

NOTE: AREA OF ROADS (NOT INCLD'G PARKING) IS 33,110 SF ALL ROADS WITHIN PROPERTY ARE PRIVATE. PARKING LOT AREA IS 11,437 SF.

WATER LINE







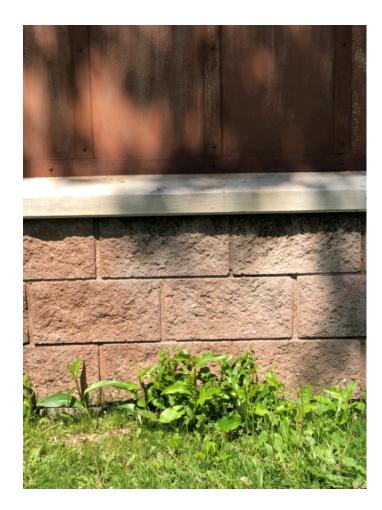
C- BLDG INDOOR/ OUTDOOR



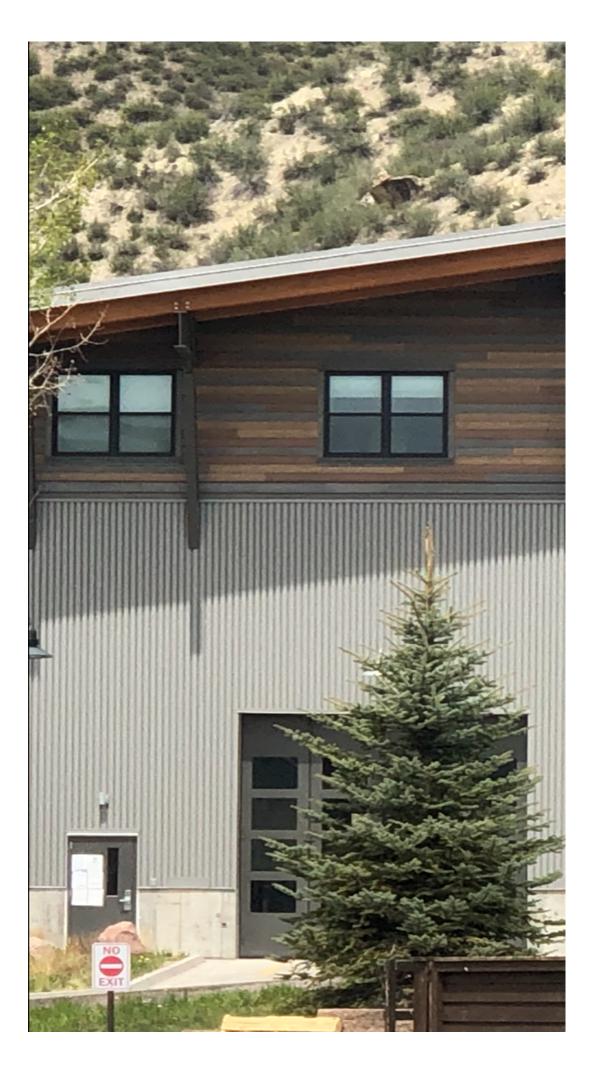
COMMERCIAL INSPIRATION



RECLAMED SIDING



SPLITFACE CMU



PREFINISHED CORRIGATED SIDING



RAILING AND TIMBER ACCENTS



RUSTIC WOOD ACCENTS

LOCAL CHARACTER - REFERENCE AND SCALE





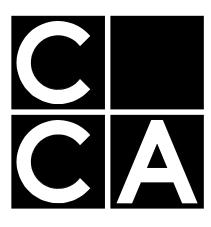
PREFINISHED CEMENTBOARD BOARD AND BATTEN

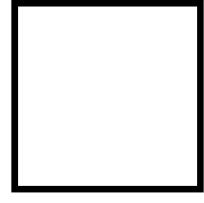
PREFINISHED CEMENTBOAD HORIZONATL SIDING

ARCHITECTURAL MATERIALS UTILIZED THROUOUT TAVACI VILLAGE



NEIGHBOHOOD WALKABILITY





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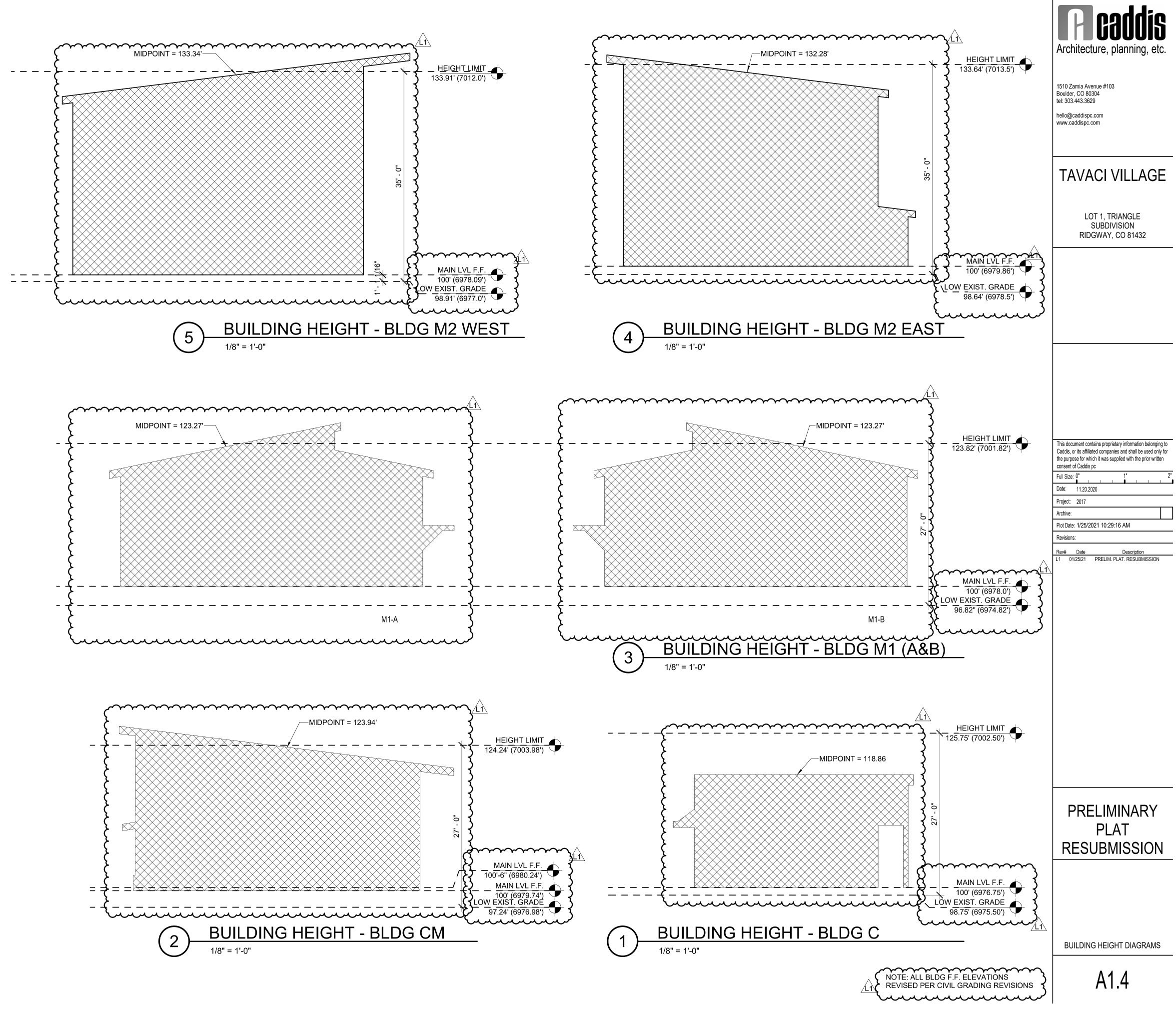
PREFINISHED CEMENTBOAD PANEL

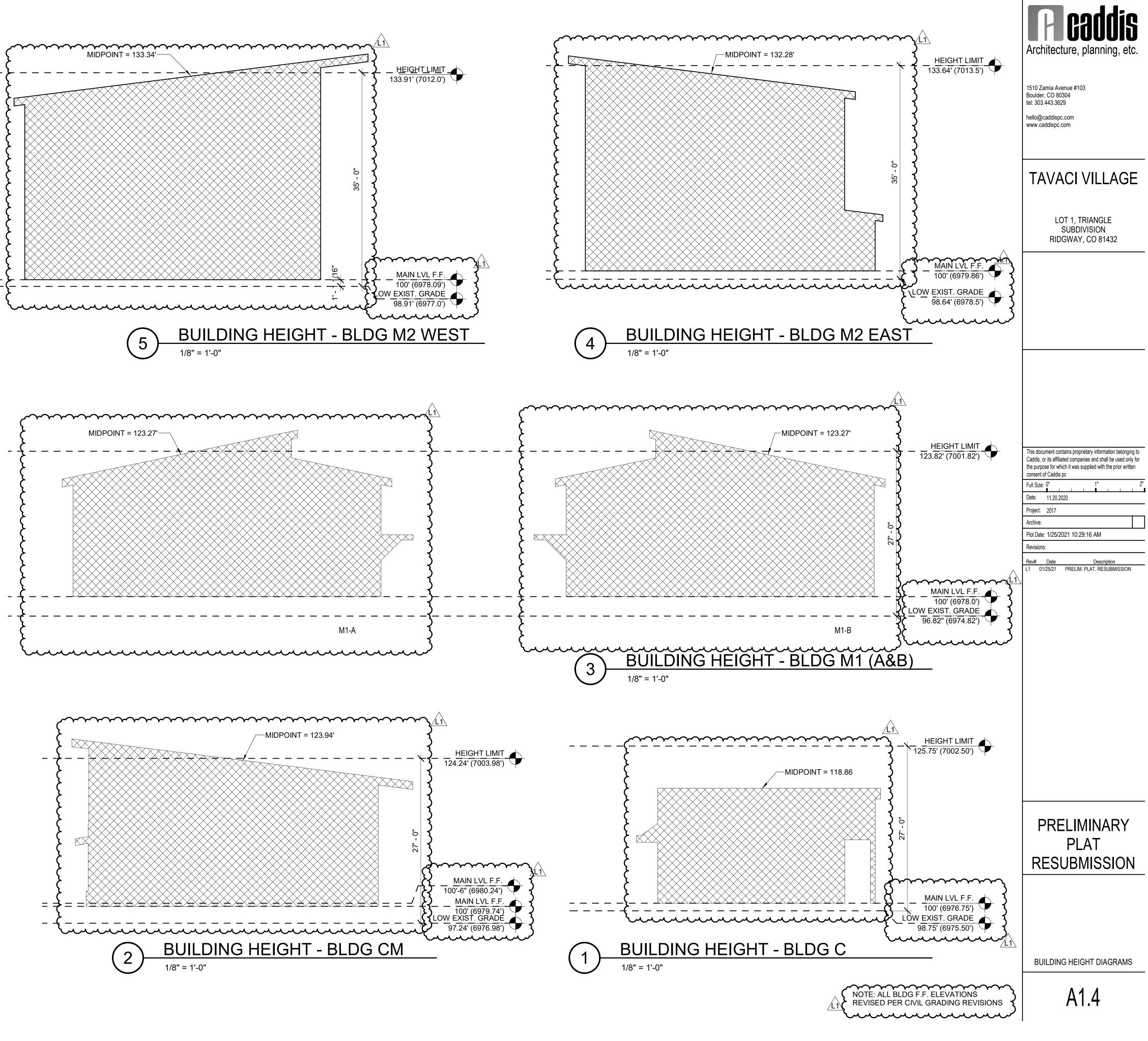
ш \bigcirc ANGLE SUBDIVISION WAY, CO 81432 Lot 1, Trl/ RIDG

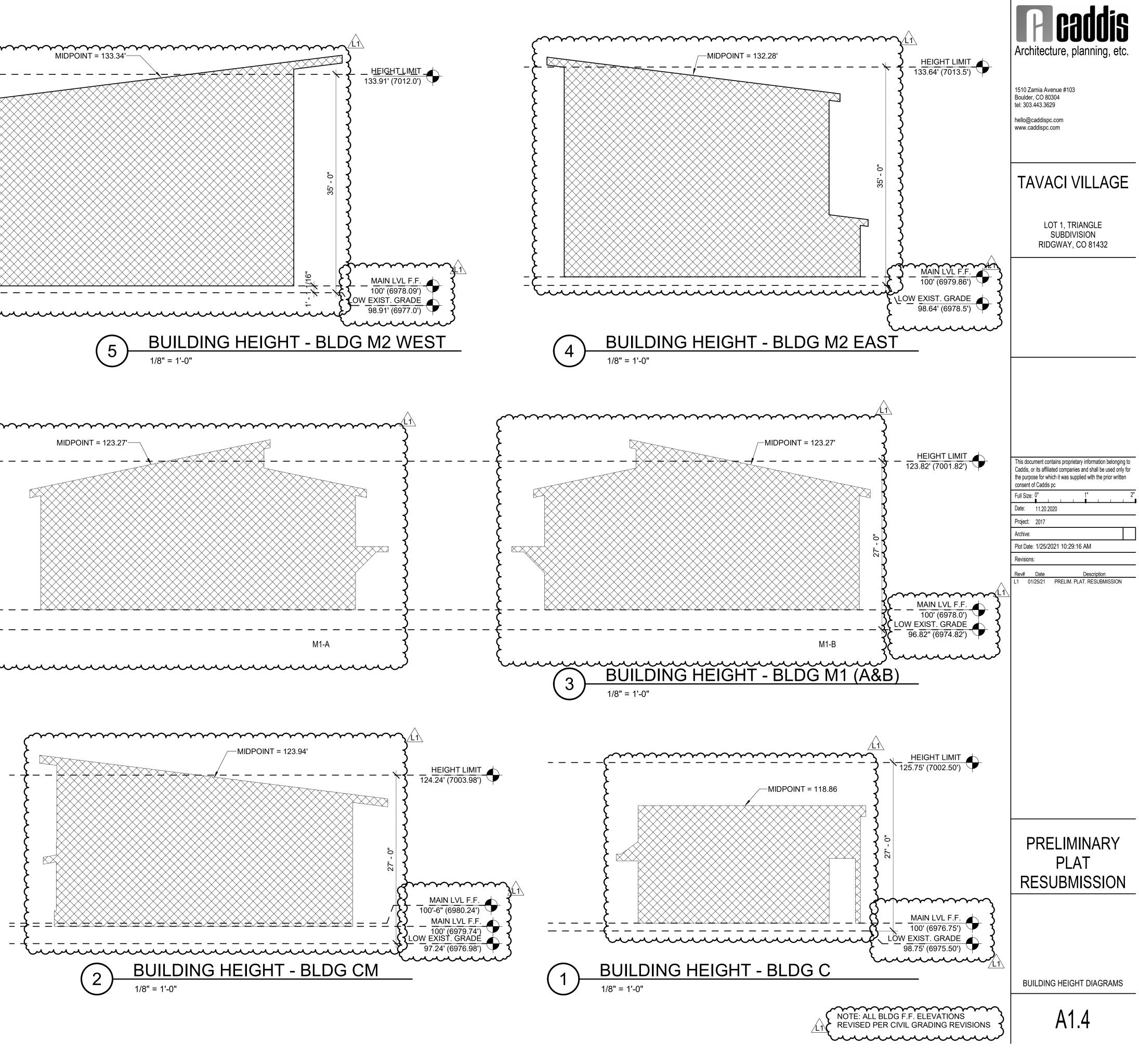
ELEVATION MATERIALS

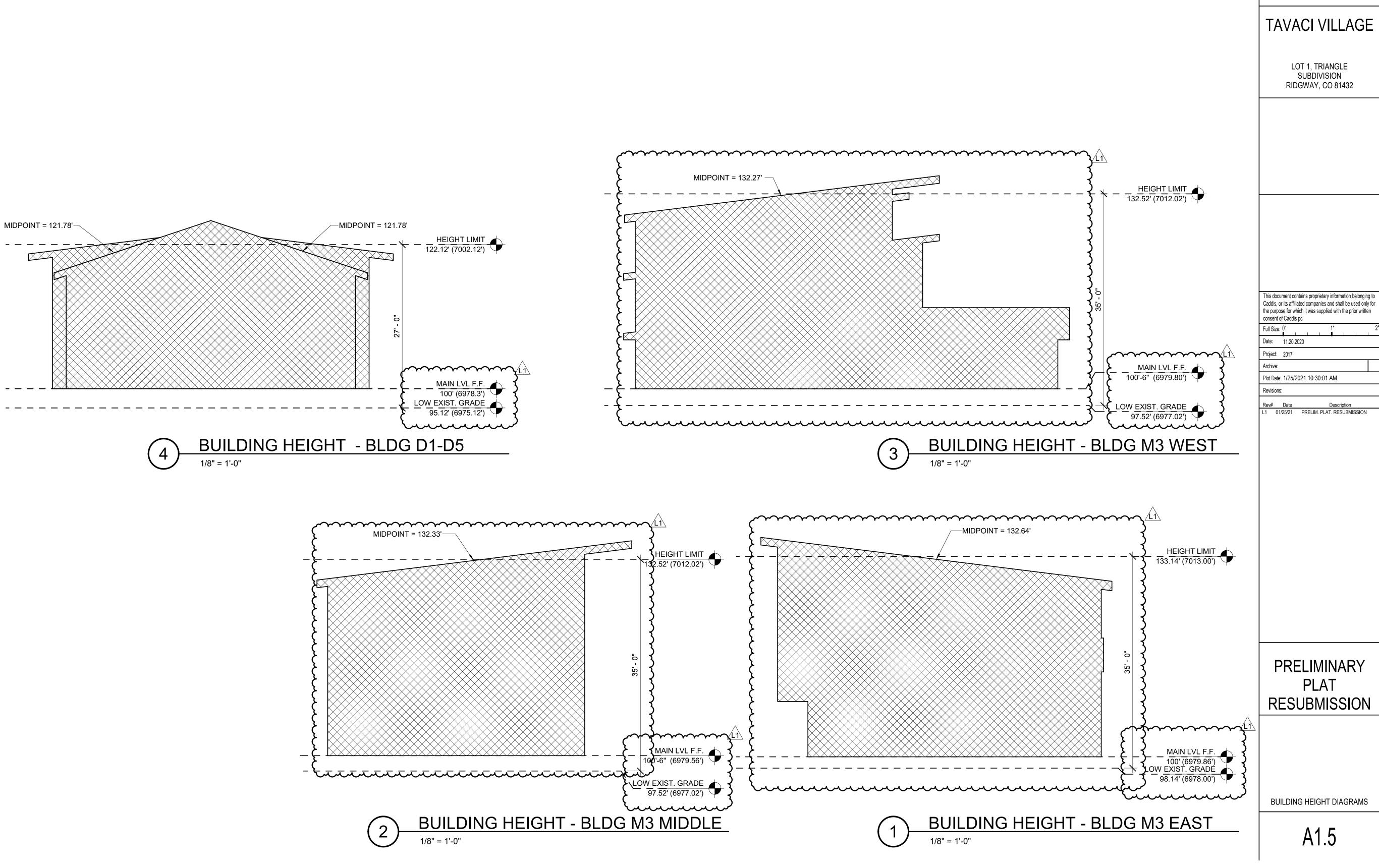


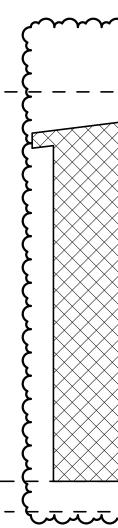








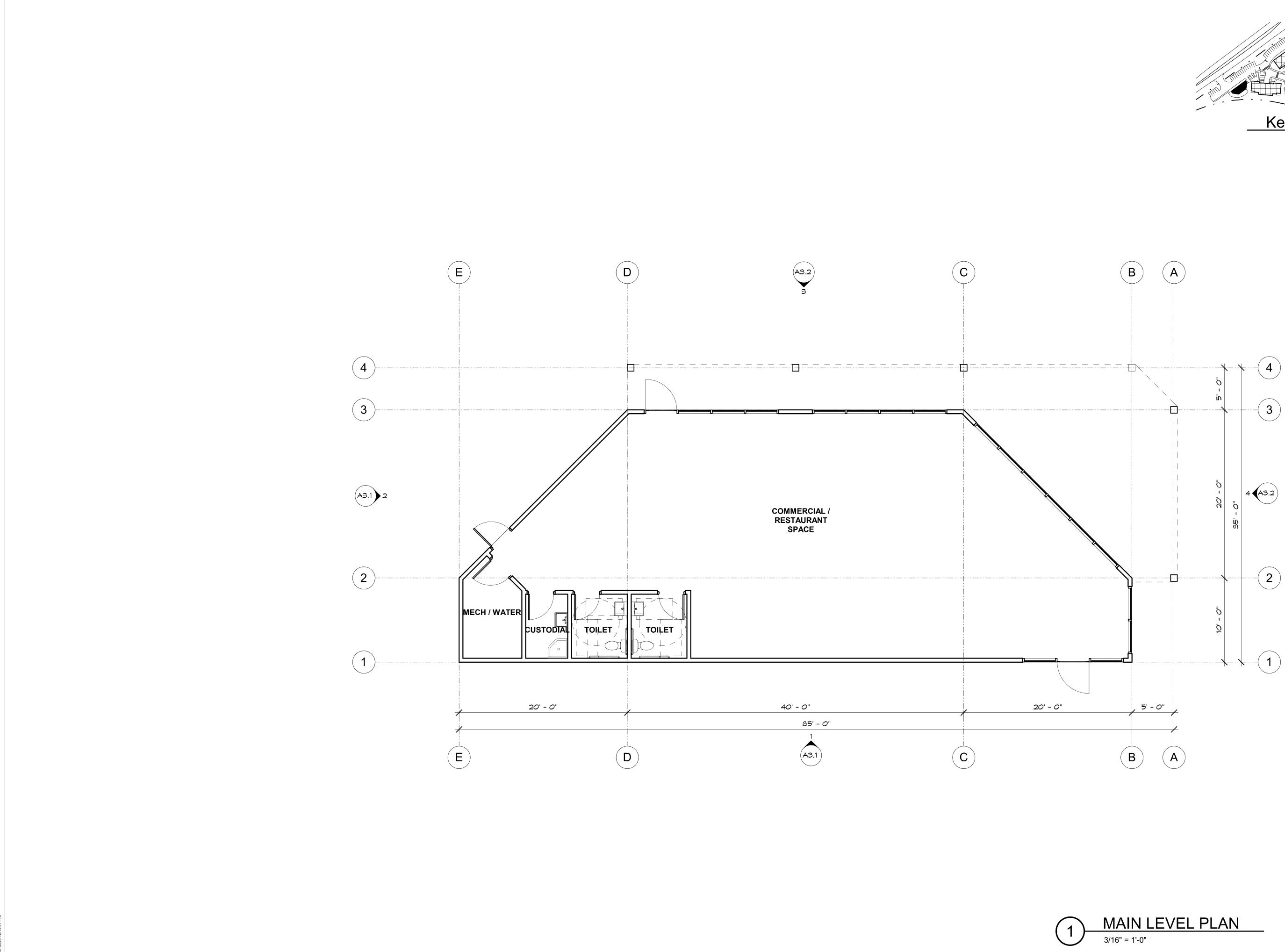


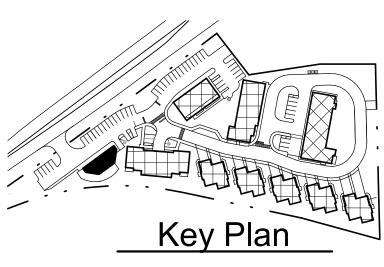


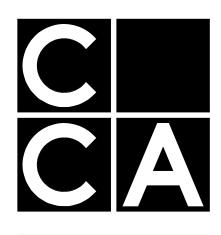


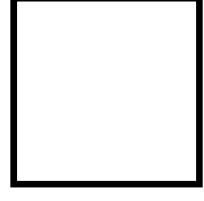
1510 Zamia Avenue #103 Boulder, CO 80304 tel: 303.443.3629

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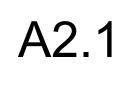
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MAIN LEVEL FLOOR PLAN

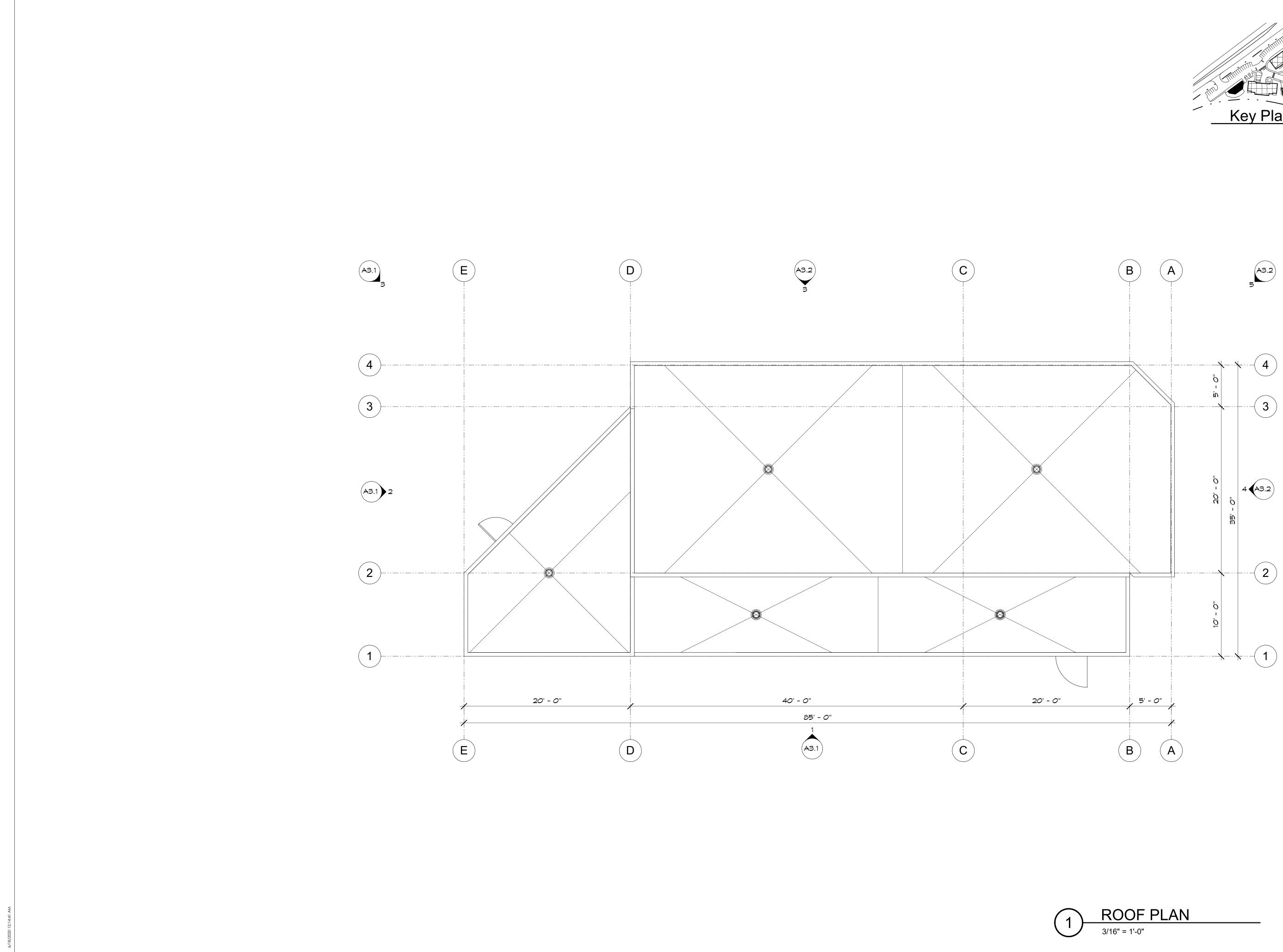


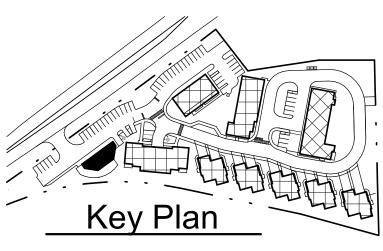
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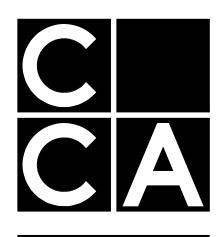


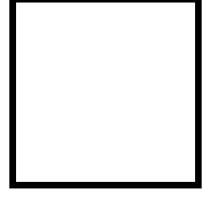
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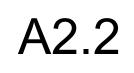
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\bigcirc BLDG LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432 I AGE VILL $\overline{\bigcirc}$ L ►

ROOF PLAN

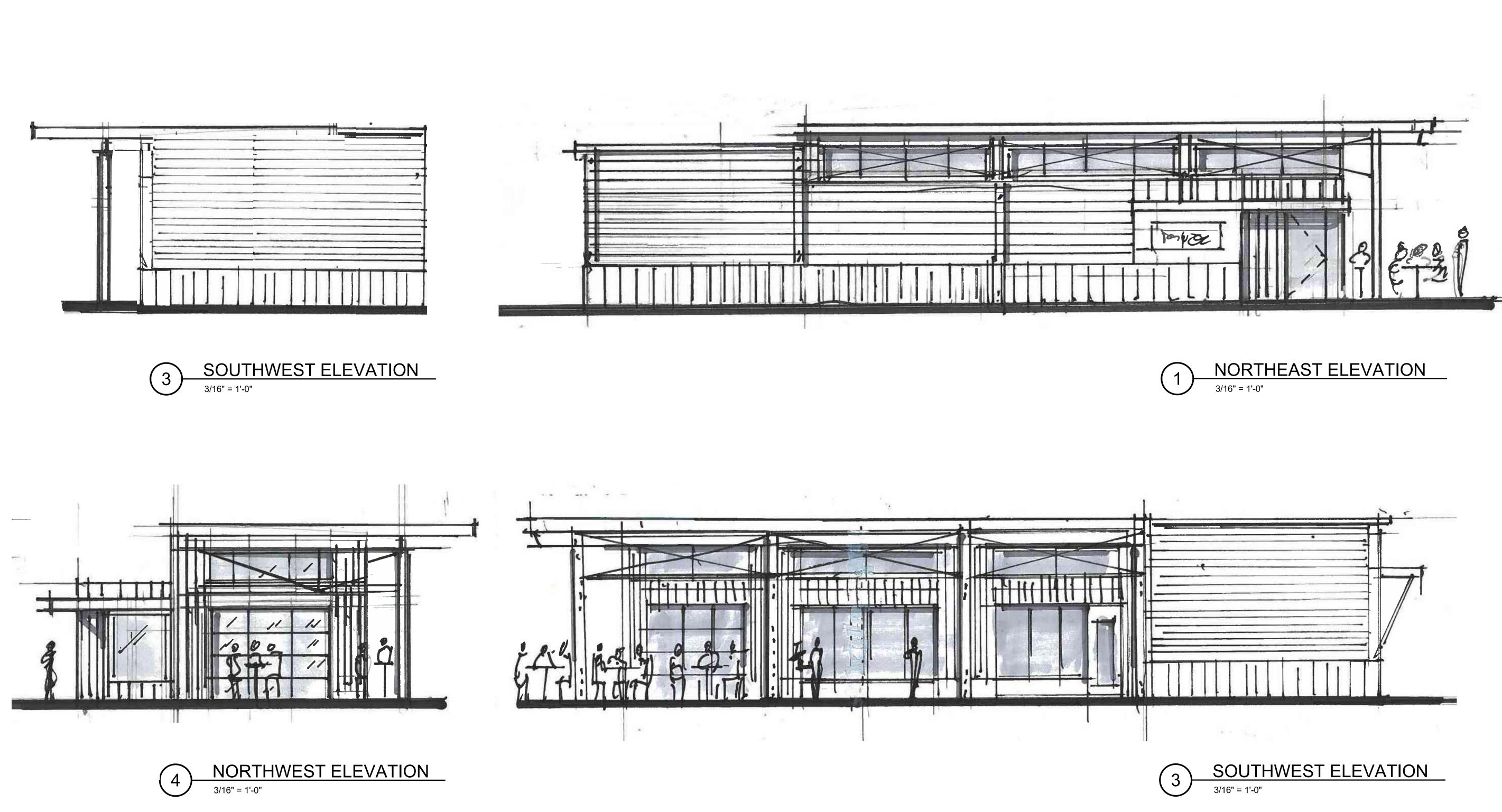


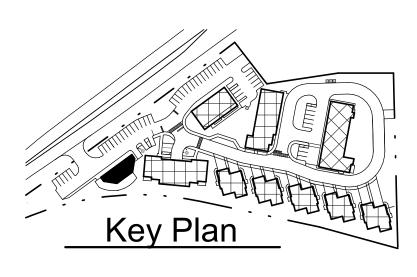
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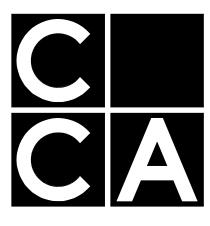


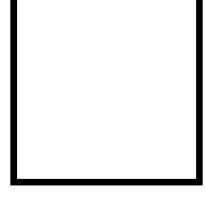
CARCHITECTS









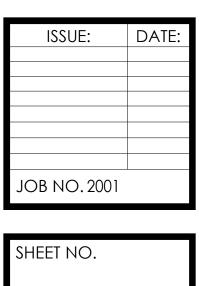


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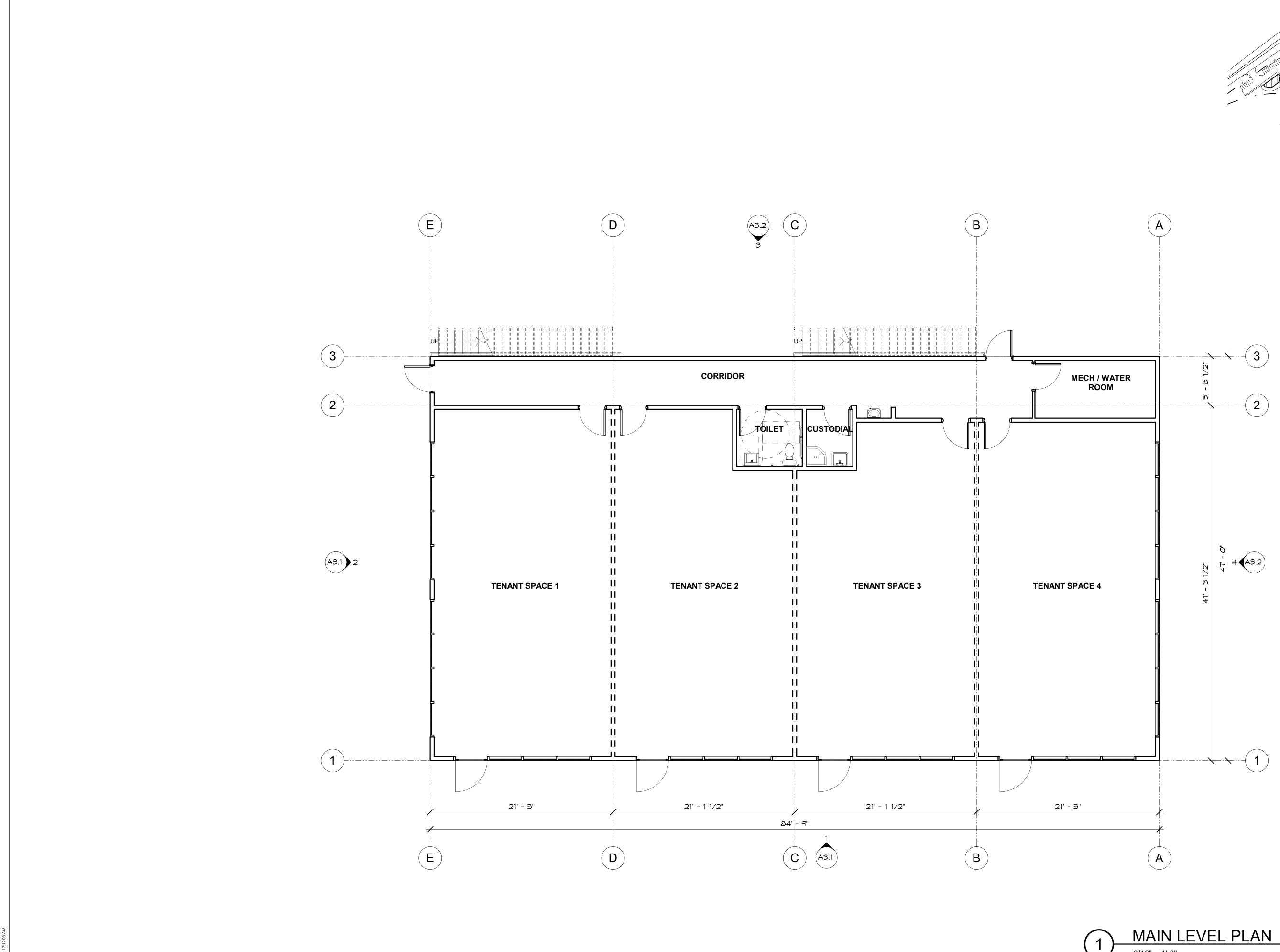
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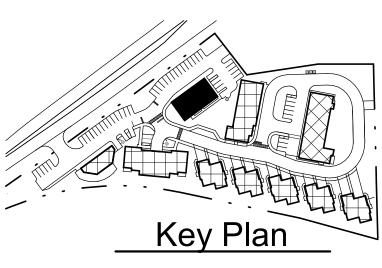
EXTERIOR ELEVATIONS



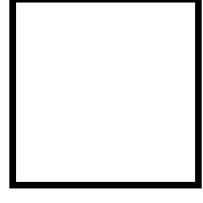
A3.1

ARCHITECTS









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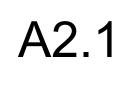
BLD ANGLE SUBDIVISION WAY, CO 81432 Б **VILL**

LOT 1, TRI/ RIDG/

MAIN LEVEL FLOOR PLAN



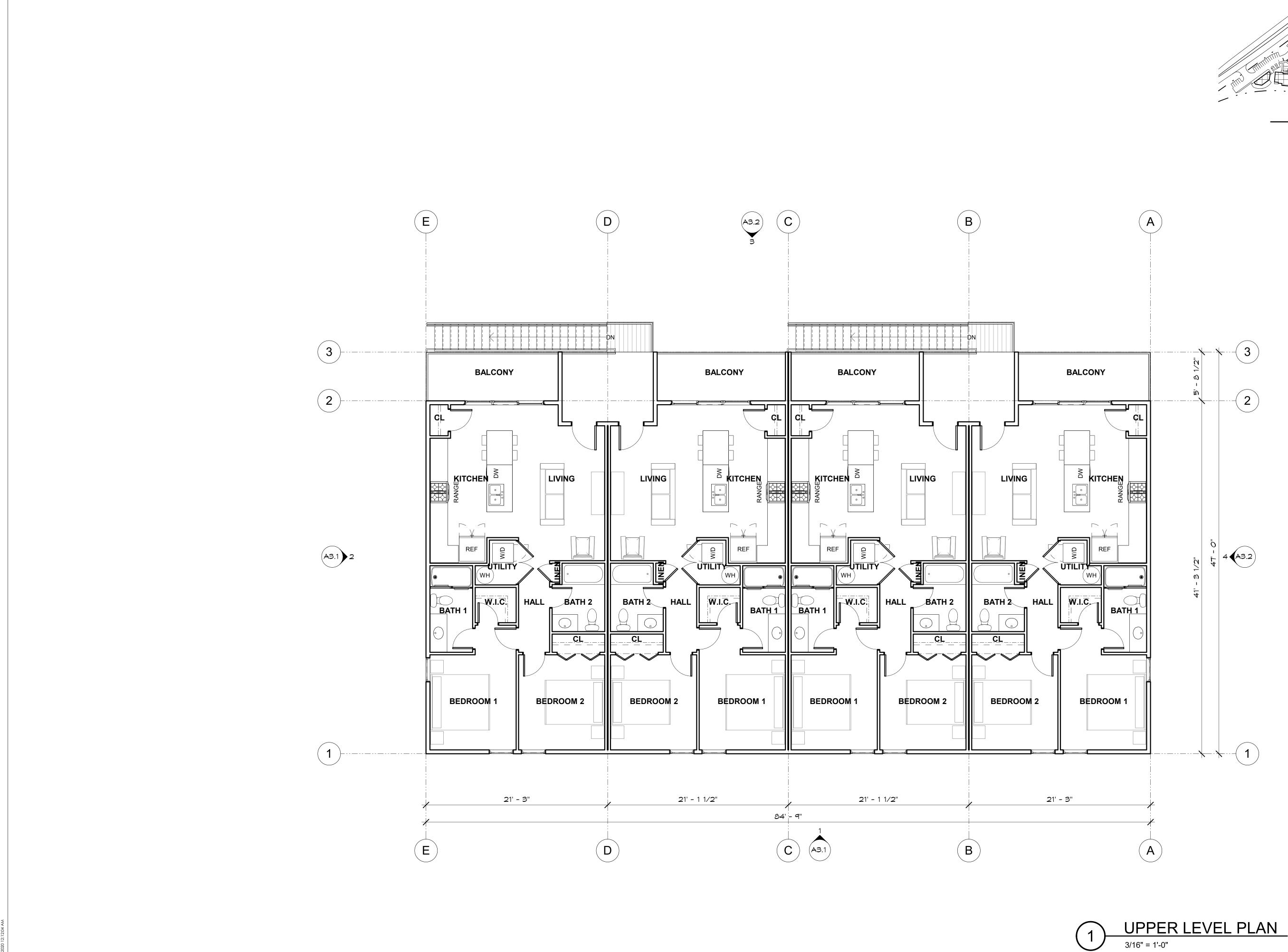
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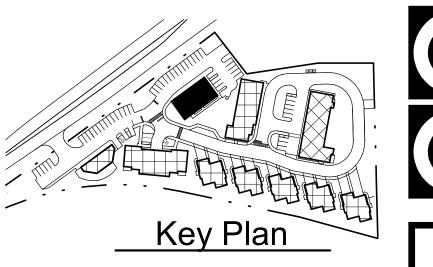


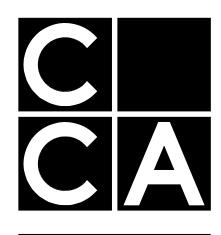
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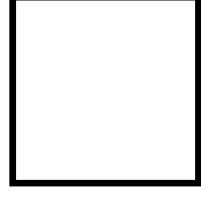
3/16" = 1'-0"











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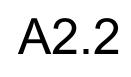
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RIANGLE SUBDIVISION GWAY, CO 81432 LOT 1, TRI/ RIDG/

UPPER LEVEL FLOOR PLAN

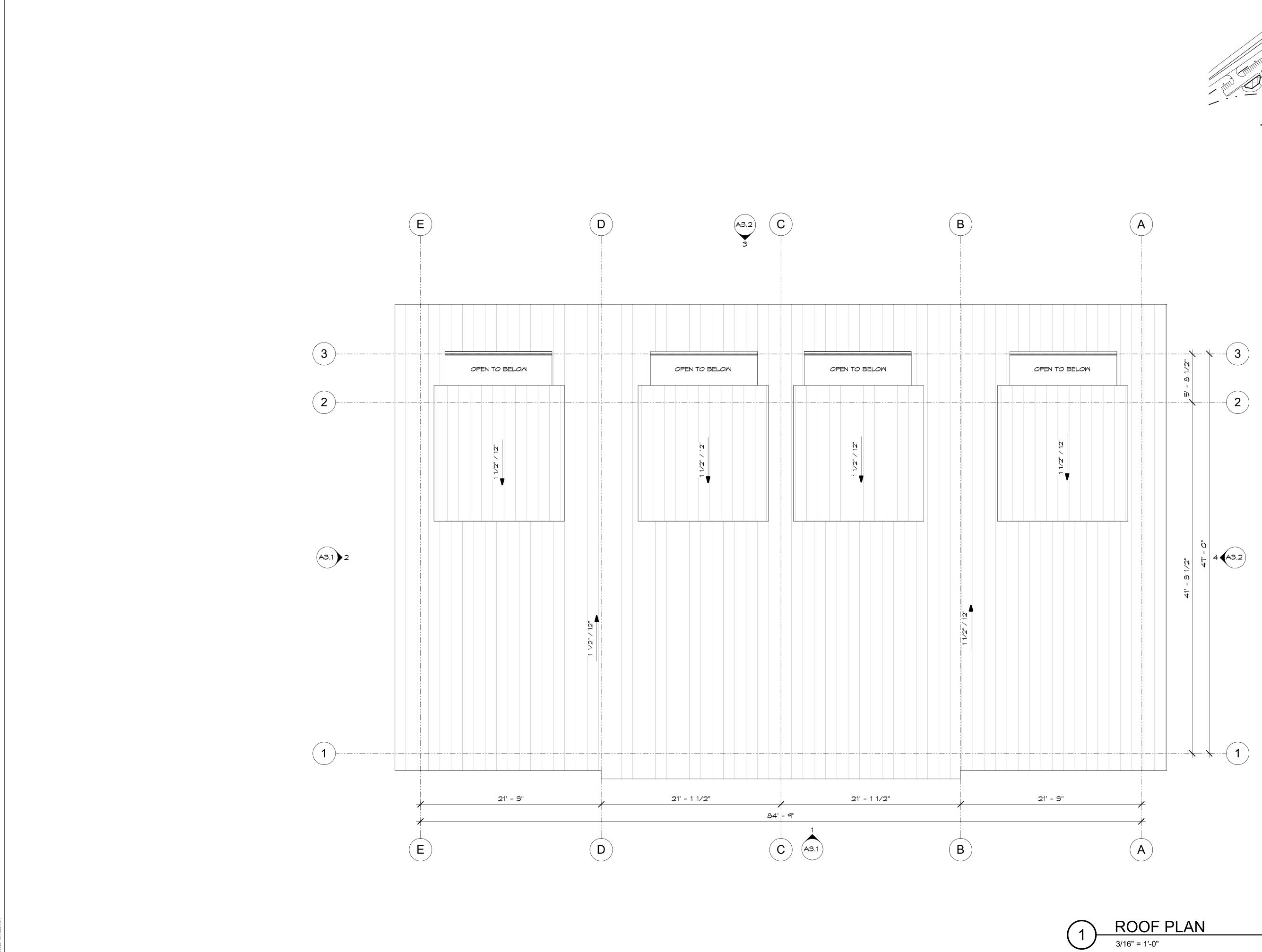


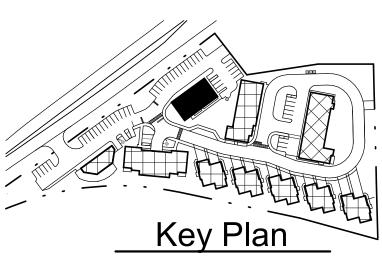
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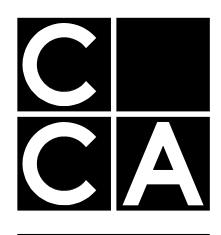


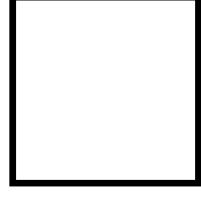


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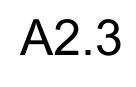
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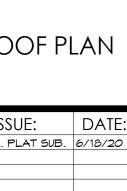
LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432

ROOF PLAN



SHEET NO.







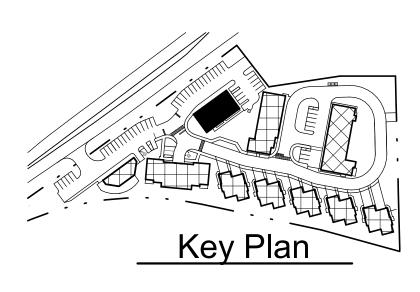


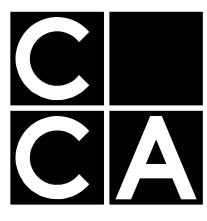
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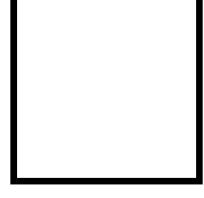




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SOUTHEAST ELEVATION



EXTERIOR ELEVATIONS



SHEET NO.

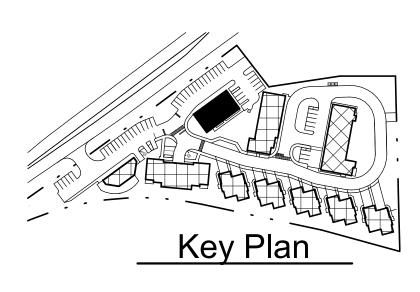
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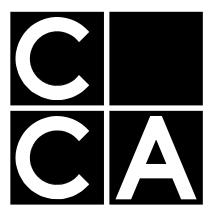
NORTHEAST ELEVATION

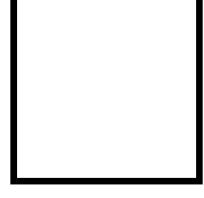
3/16" = 1'-0"



(3)







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NORTHWEST ELEVATION

3/16" = 1'-0"



EXTERIOR ELEVATIONS



SHEET NO.

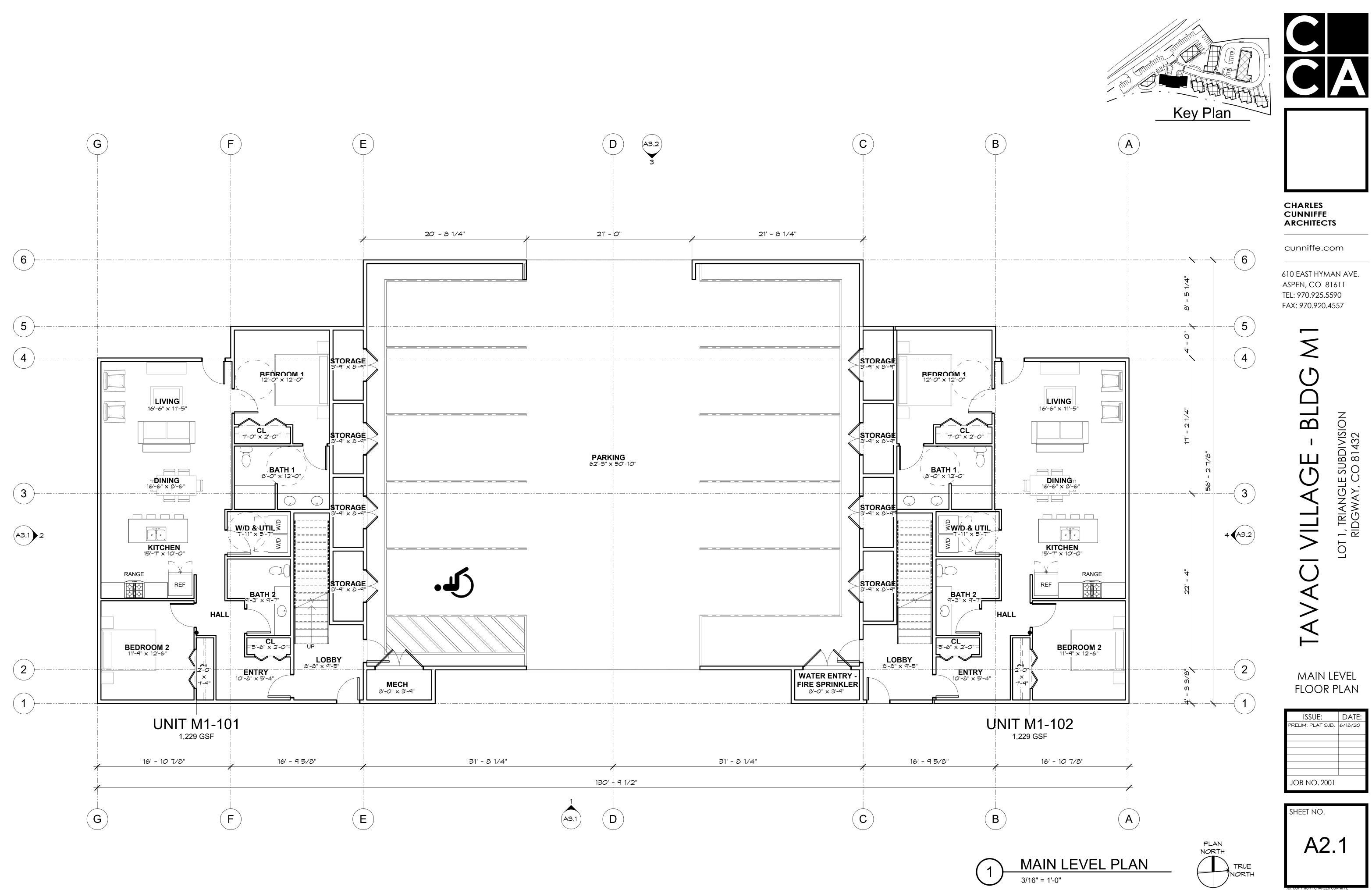
CARCHITECTS

A3.2

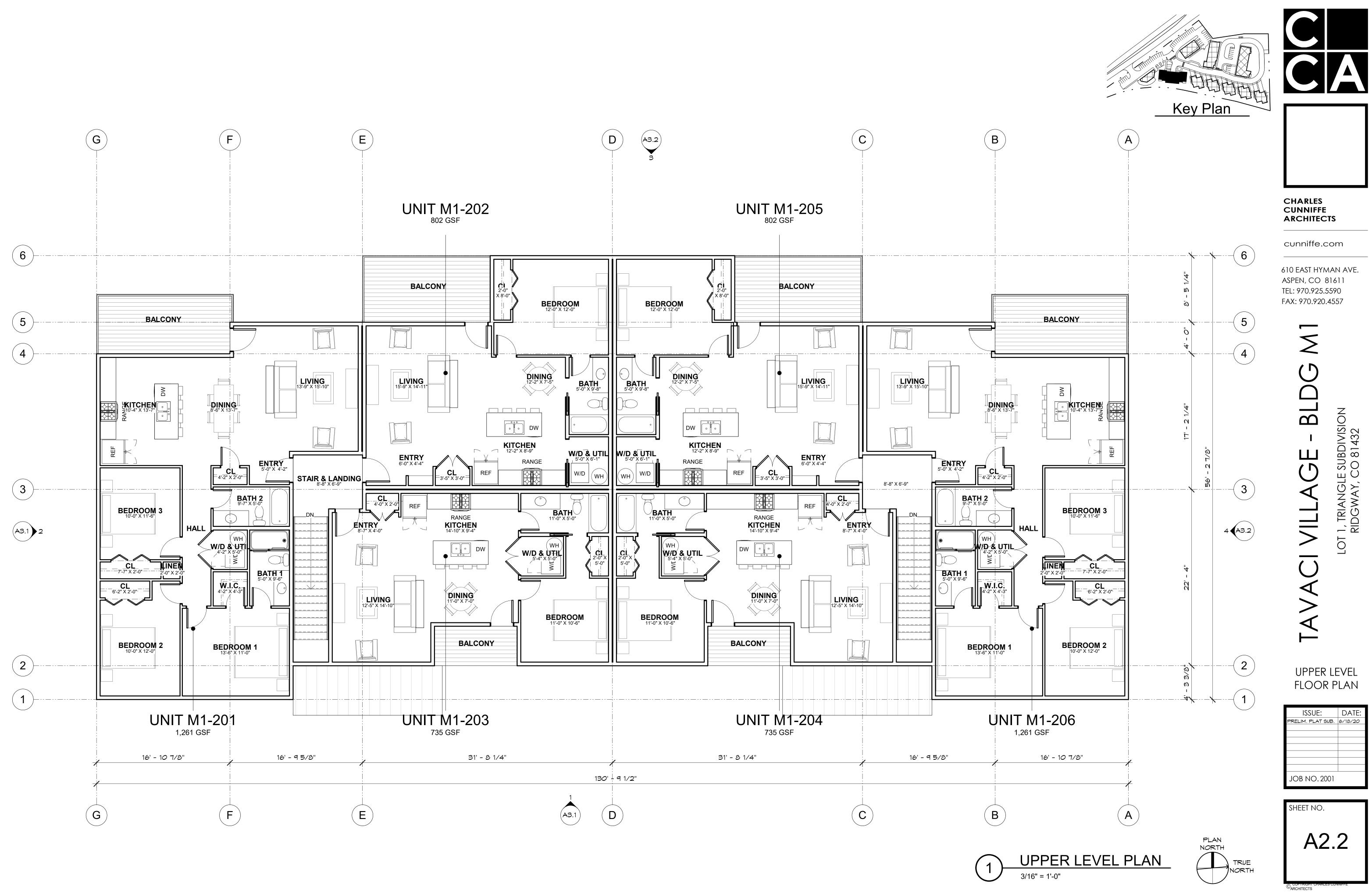
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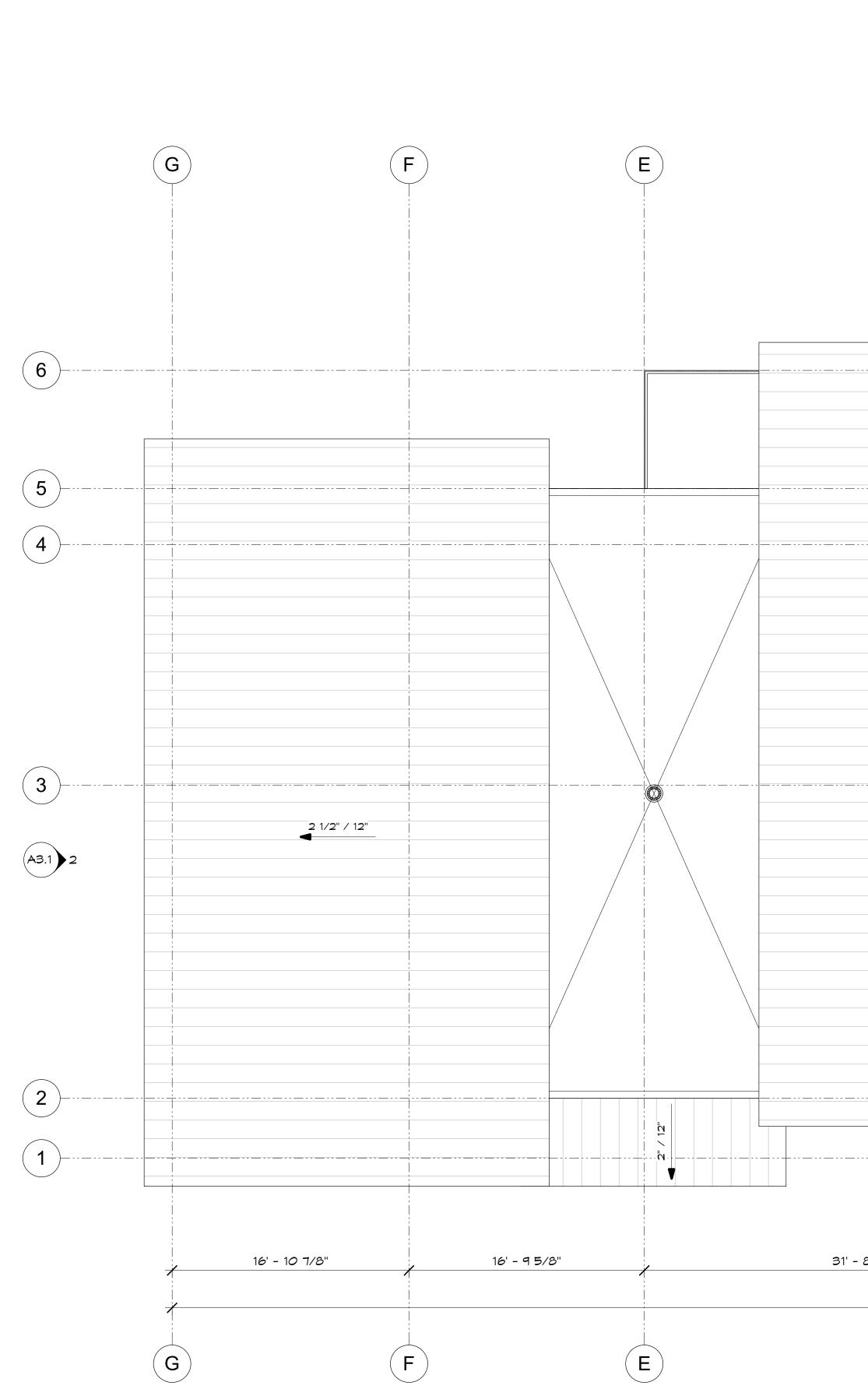
SOUTHWEST ELEVATION

3/16" = 1'-0"

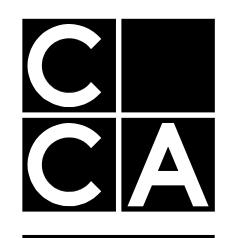


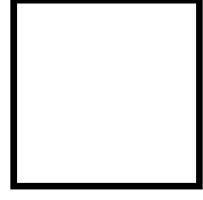
CARCHITECTS





	A3.2 3					B
2 1/2" / 12"	2 1/2" / 12"					
			2°" < 12"			
8 1/4" 130' -	- 9 1/2"	1/4"		, 16	' - 9 5/8"	
1 (A3.1)						B





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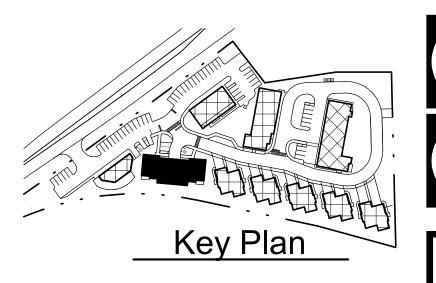
S \bigcirc ANGLE SUBDIVISION WAY, CO 81432 Б LOT 1, TRI, RIDG く

BLD ///// ROOF PLAN

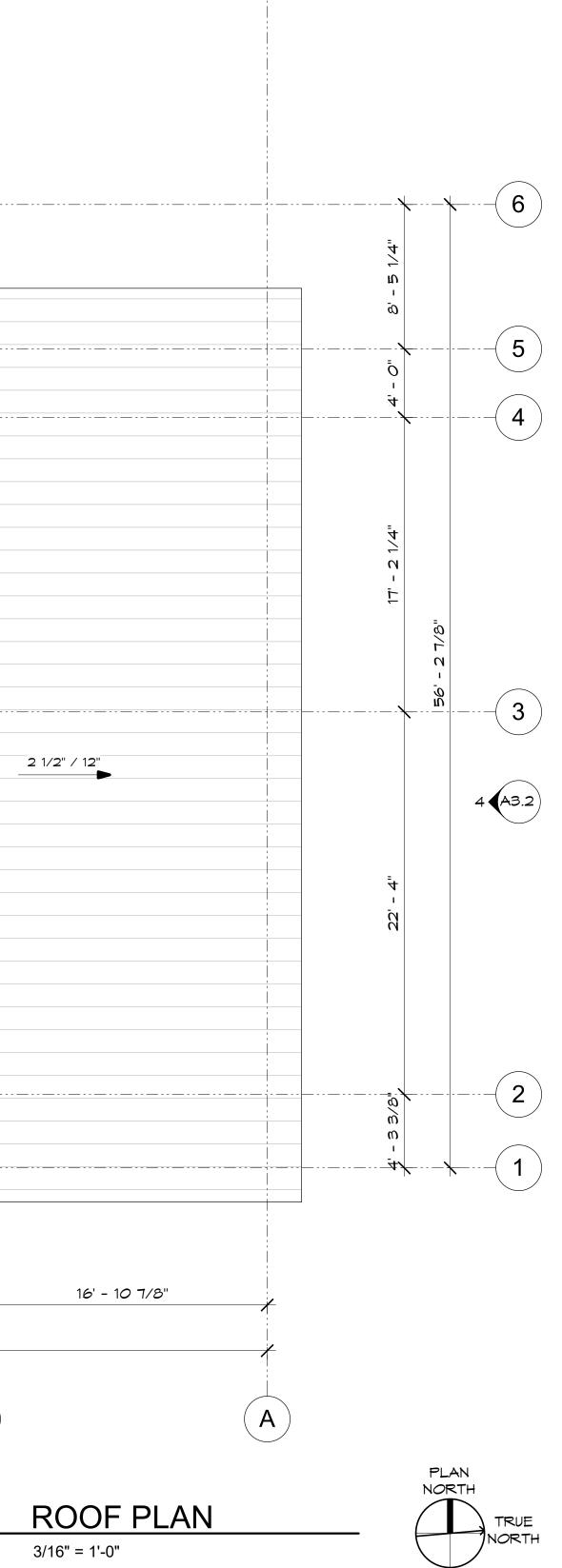


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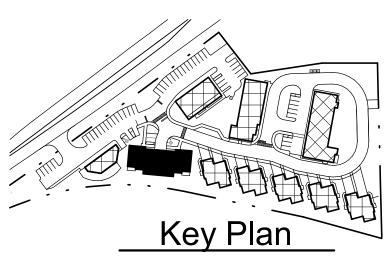
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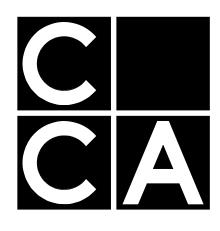


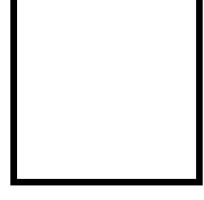
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EAST ELEVATION

3/16" = 1'-0"



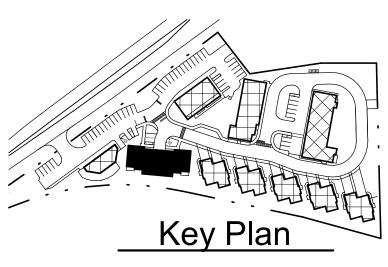
EXTERIOR ELEVATIONS

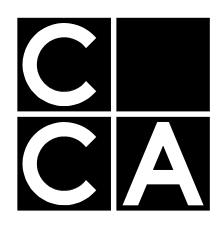


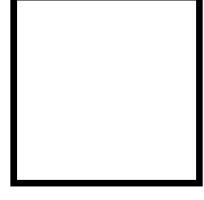
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WEST ELEVATION 3/16" = 1'-0"

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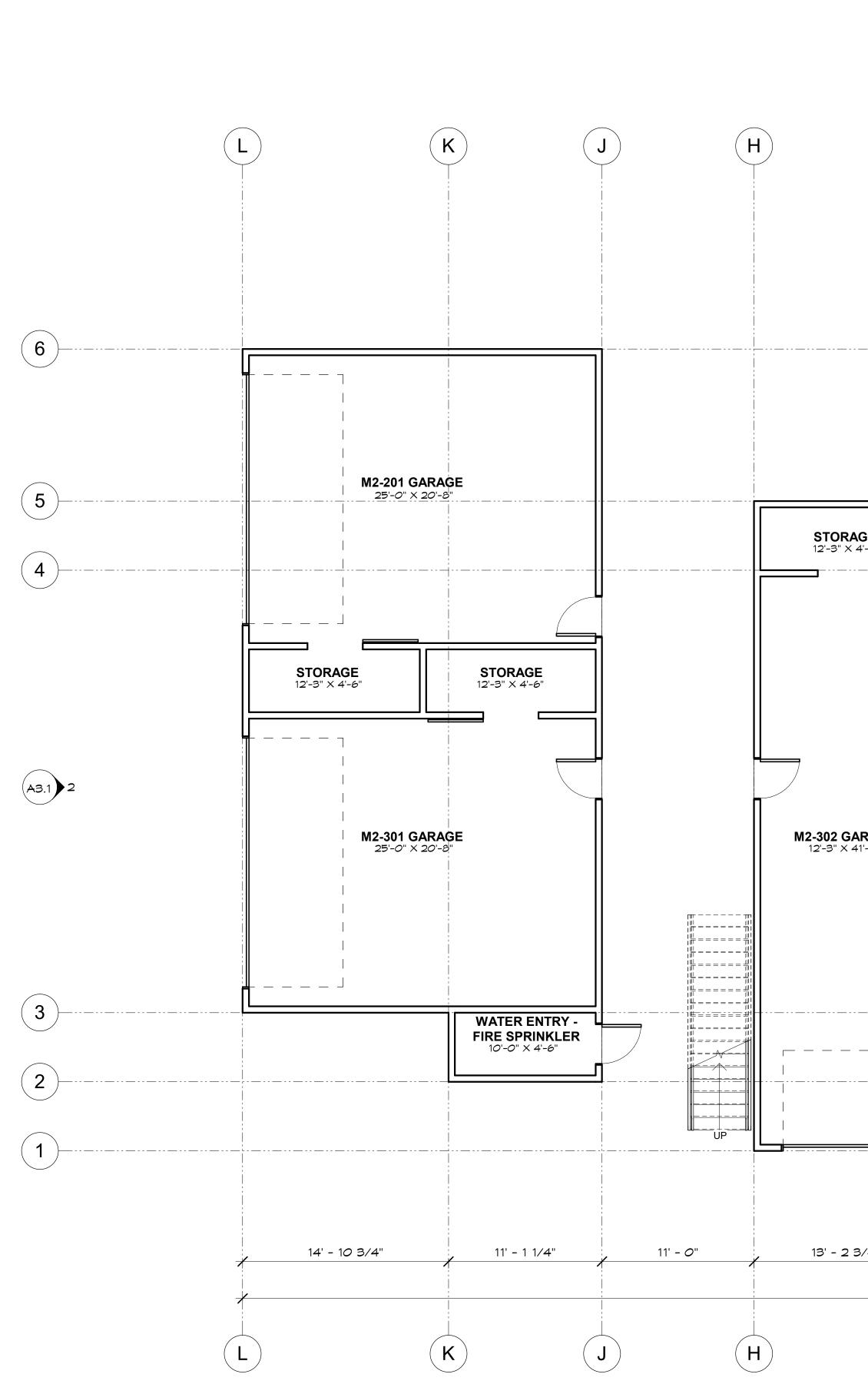


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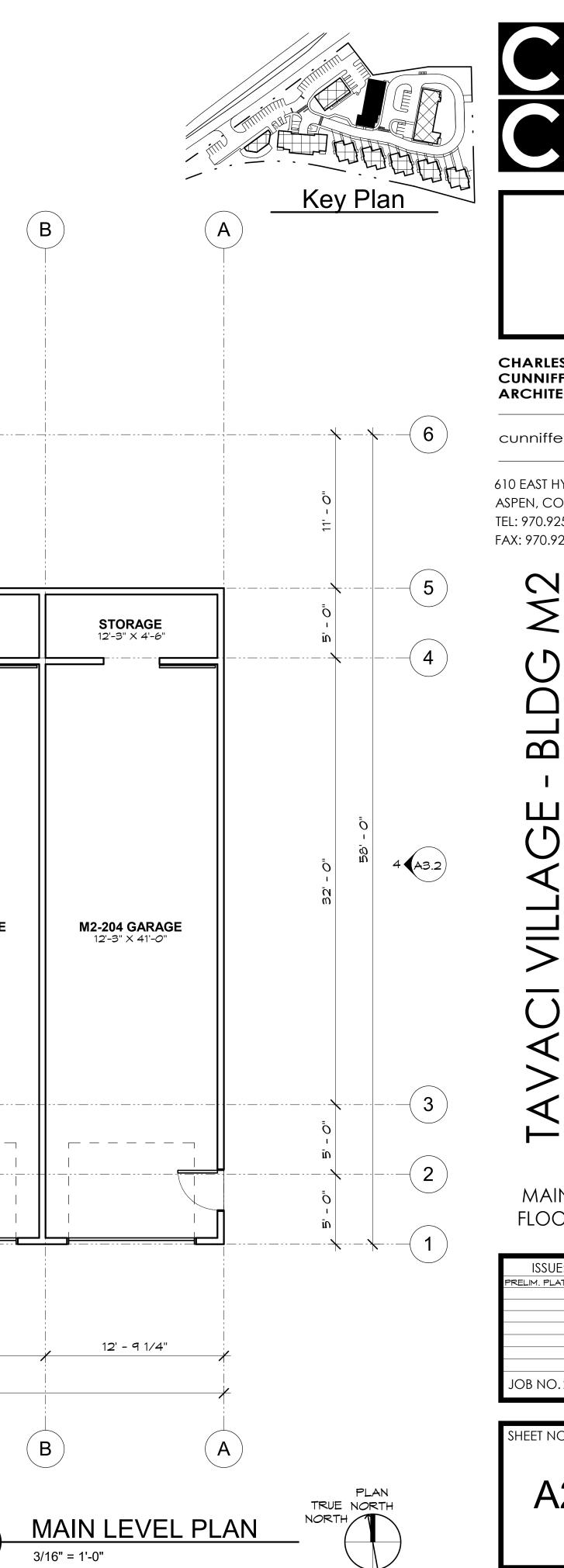
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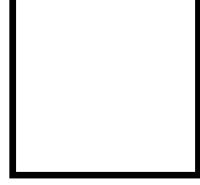
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ARAGE 41'-0"	M2-202 GARAGE 12'-3" × 41'-O"	M2-203 GARAGE 12'-3" × 41'- <i>O</i> "	M2-303 GARAGE 12'-3" X 41'-0"		M2-304 GARAGE 12'-3" X 41'-0"
3/4"		12' - 9 3/4" 126' - 1"	. 13' - 2 3/4"	D (C	, 13' - 2 3/4"





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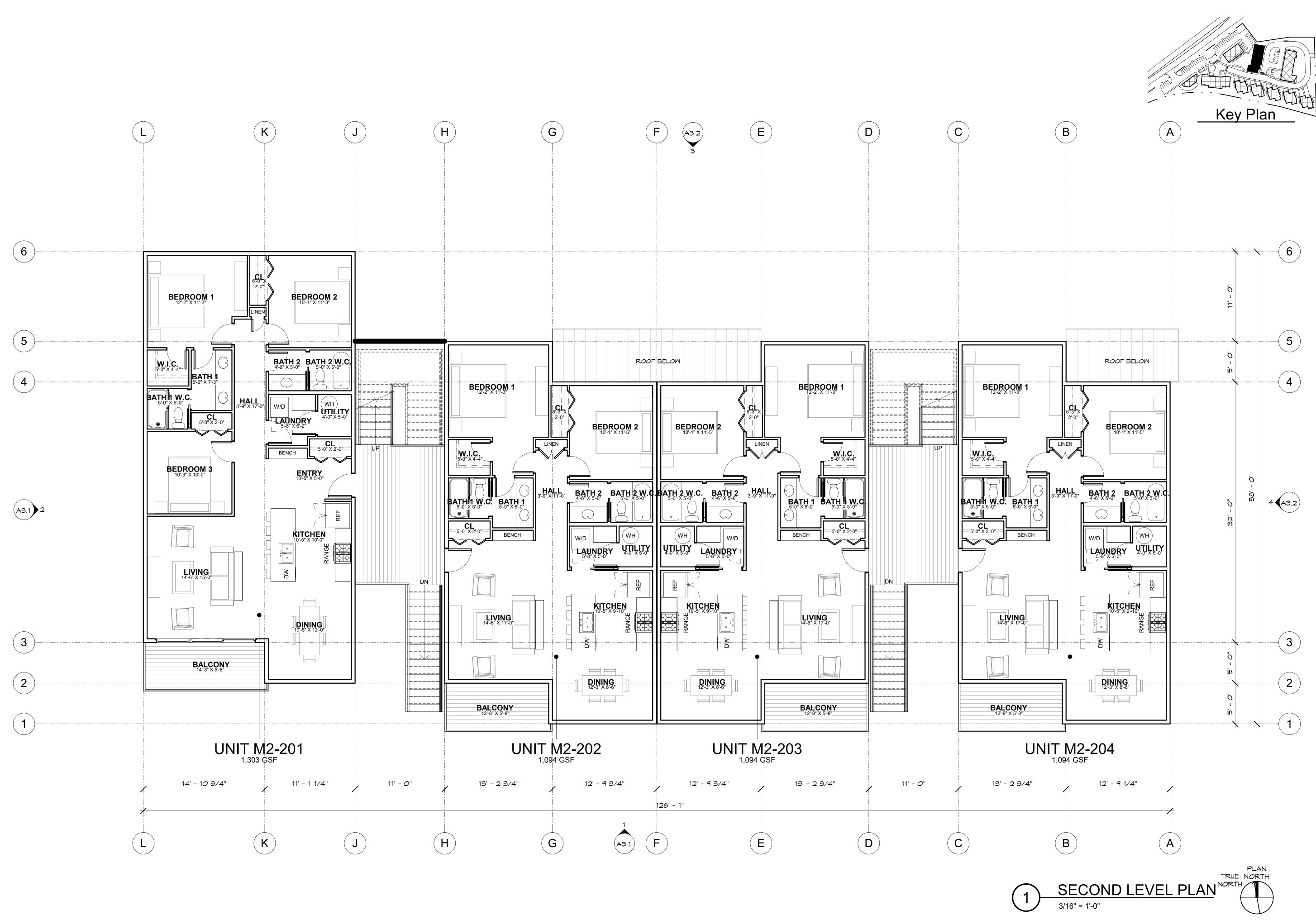
LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432

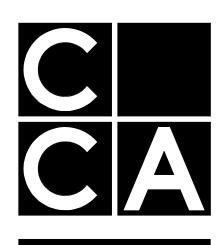
MAIN LEVEL FLOOR PLAN

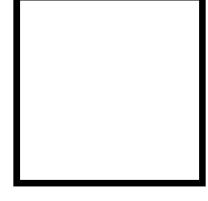


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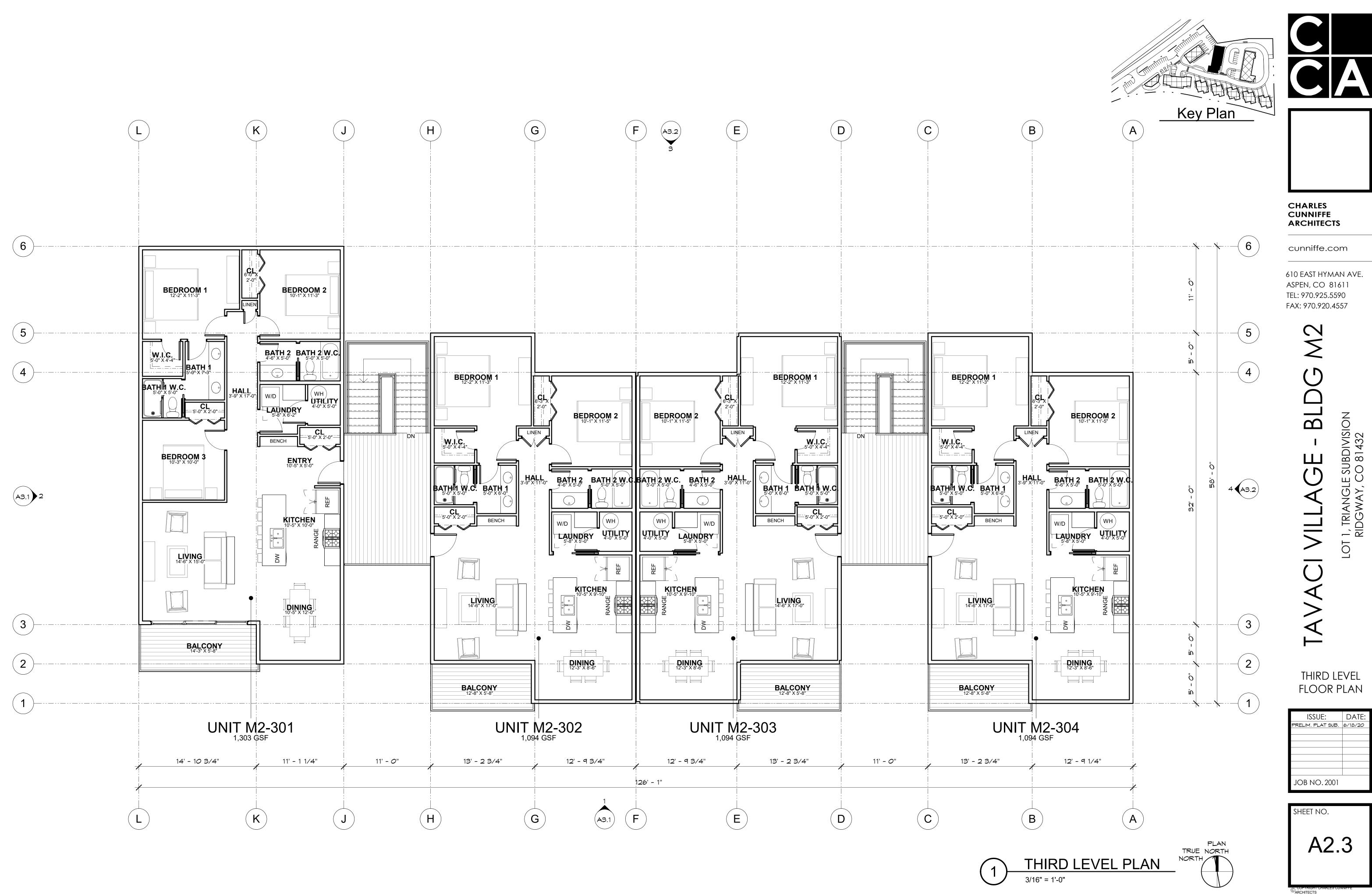
PANGLE SUBDIVISION SWAY, CO 81432 LOT 1, TRI, RIDG

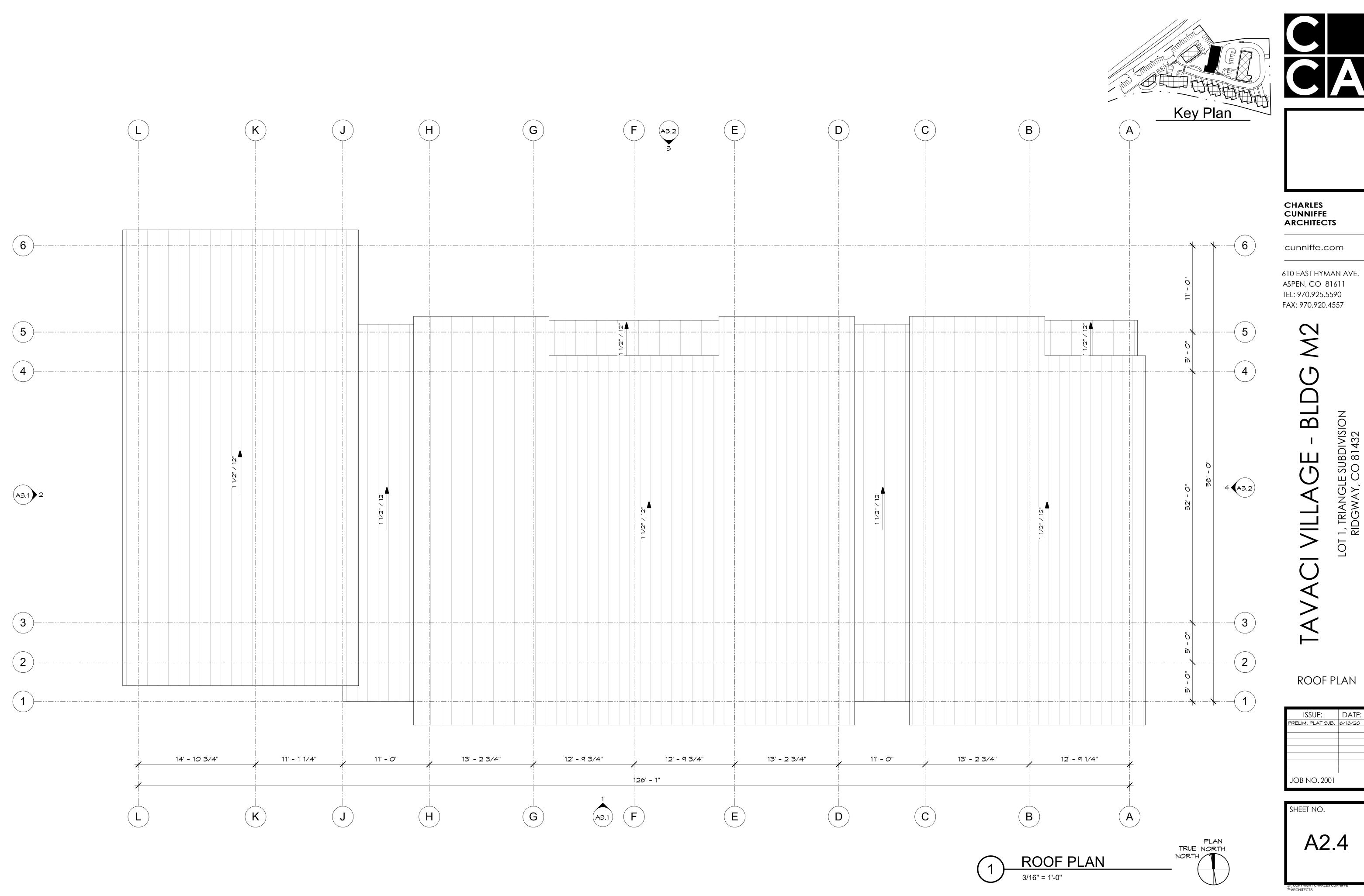
SECOND LEVEL FLOOR PLAN

ISSUE:	DATE:
PRELIM. PLAT SUB.	6/18/20
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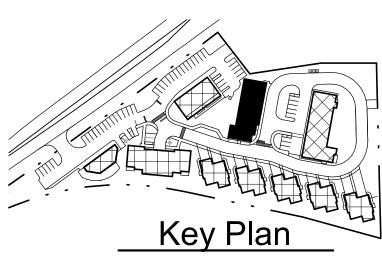
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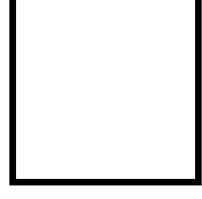




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SOUTH ELEVATION 3/16" = 1'-0"

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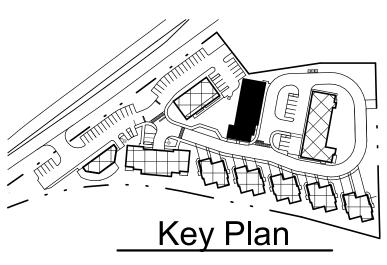
EXTERIOR ELEVATIONS

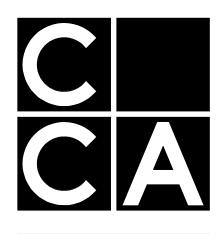
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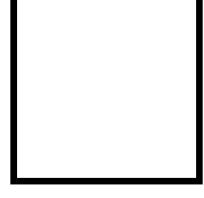
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NORTH ELEVATION

3/16" = 1'-0"



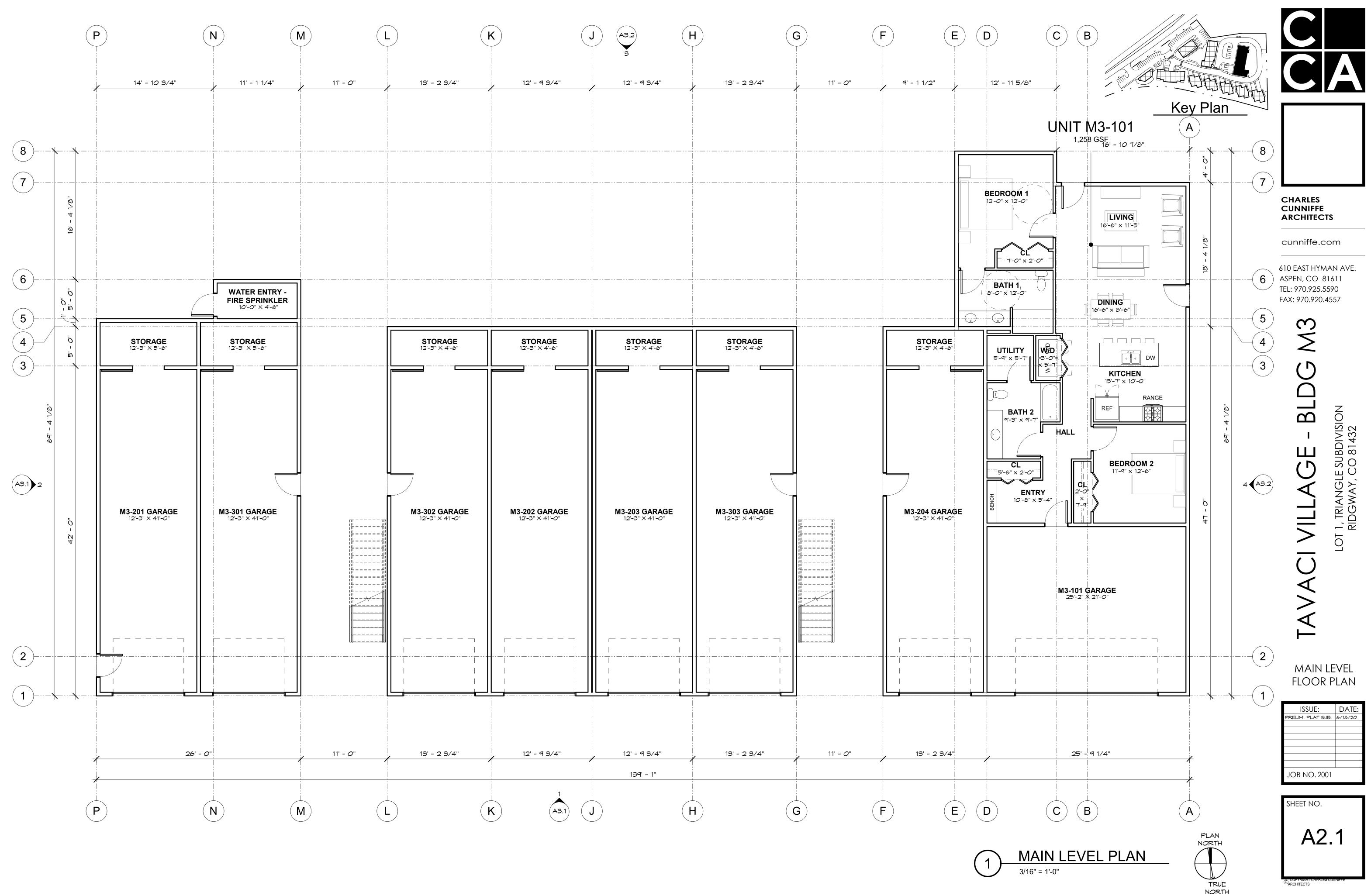
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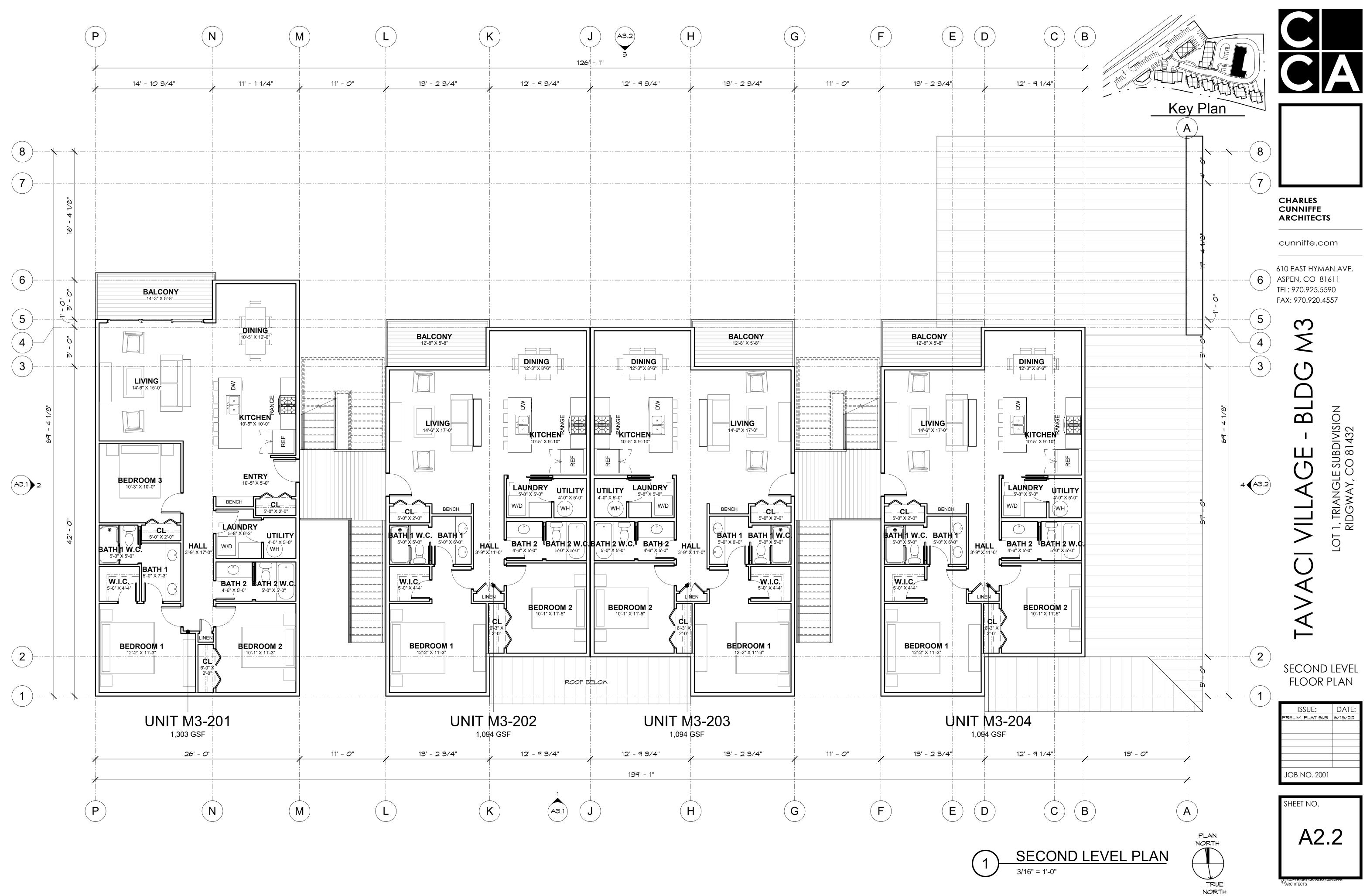


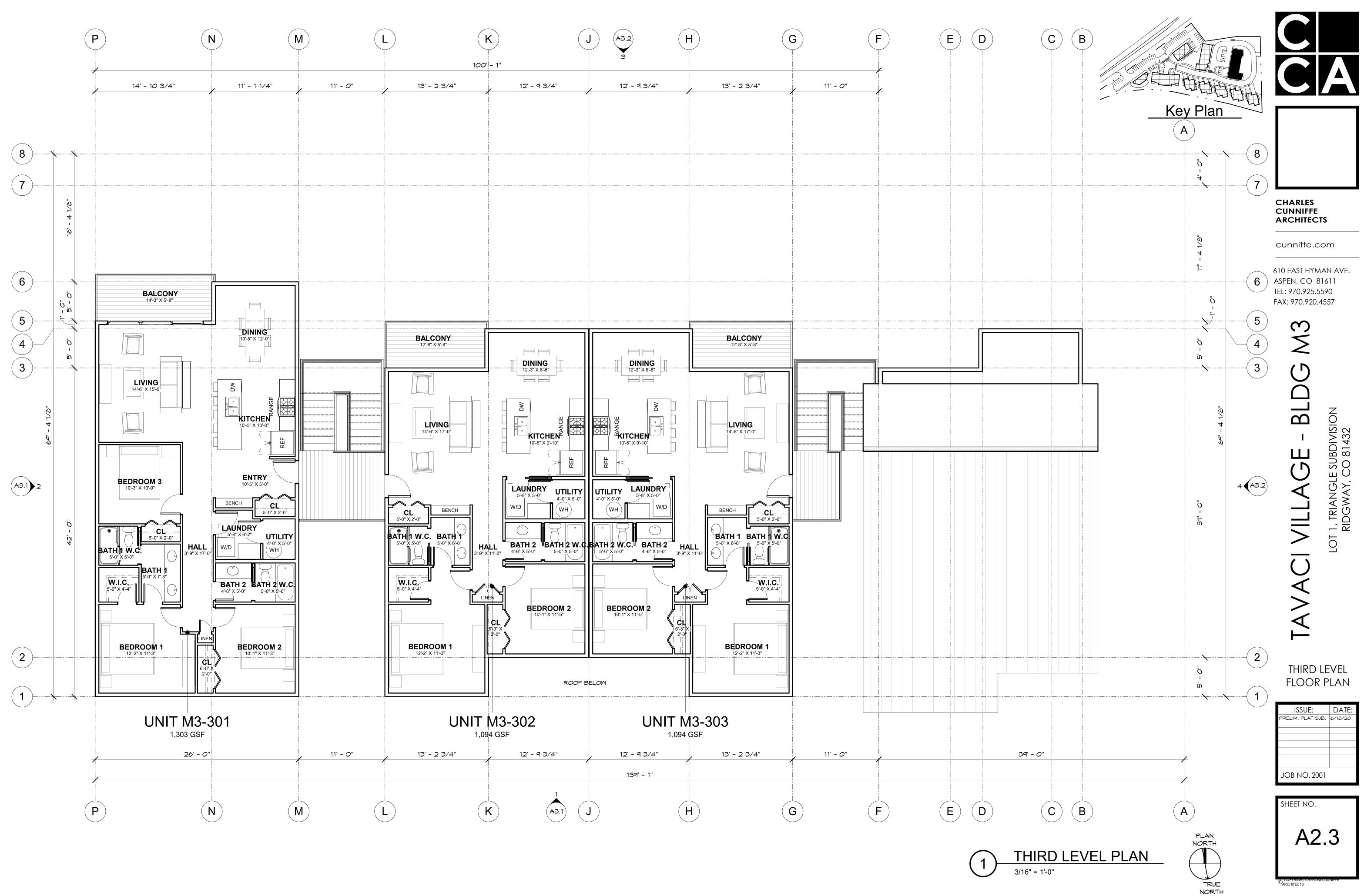
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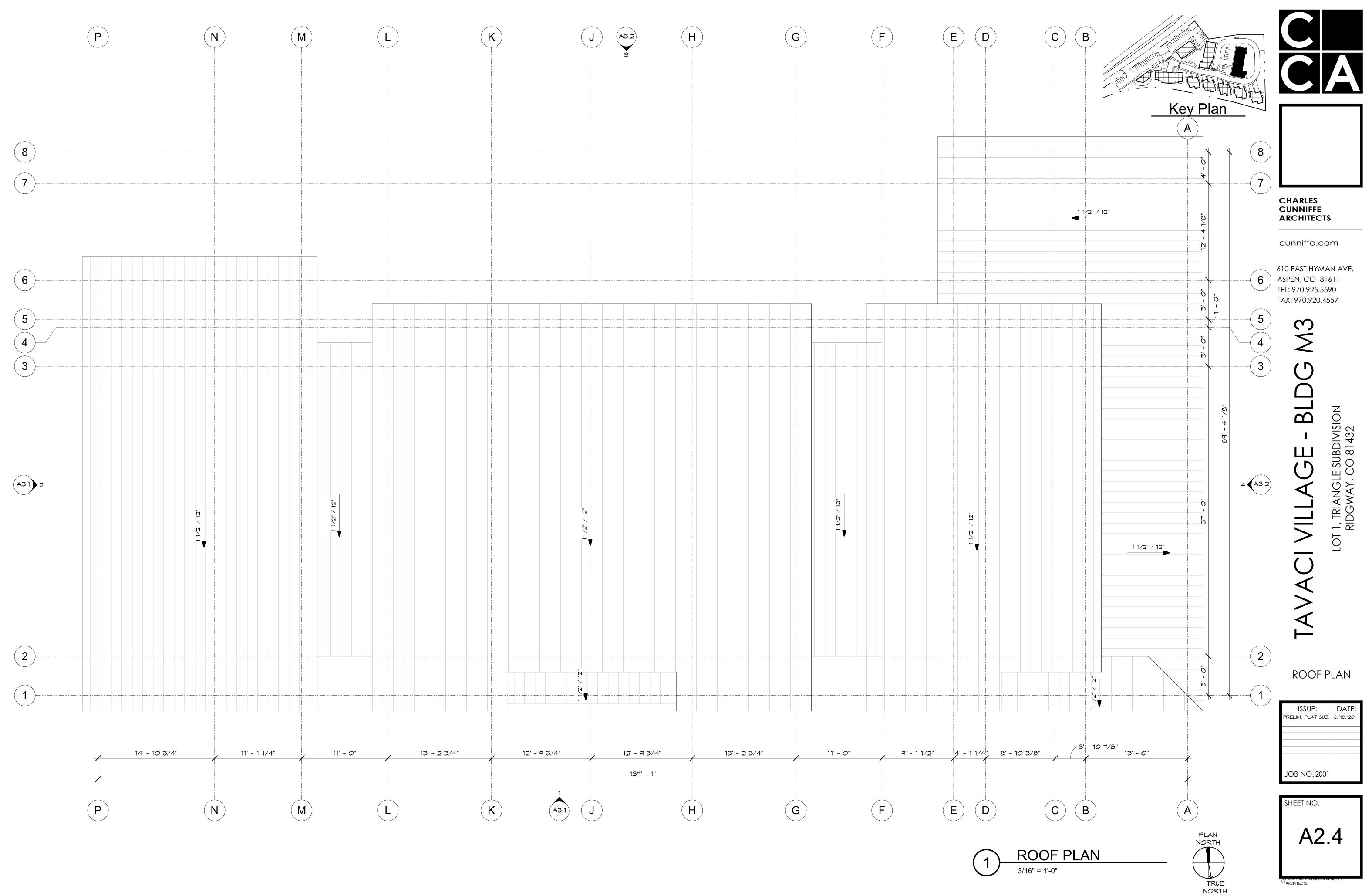
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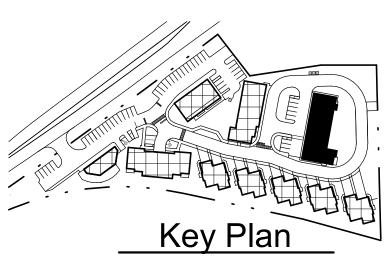


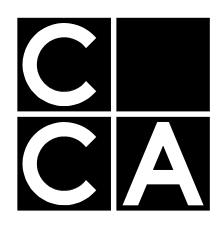


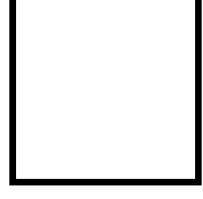




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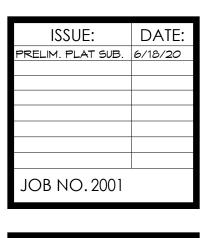
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NORTH ELEVATION

3/16" = 1'-0"

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EXTERIOR ELEVATIONS



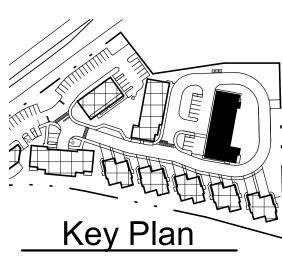
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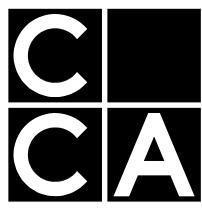
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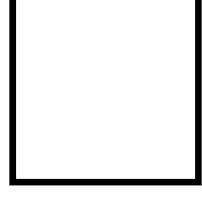
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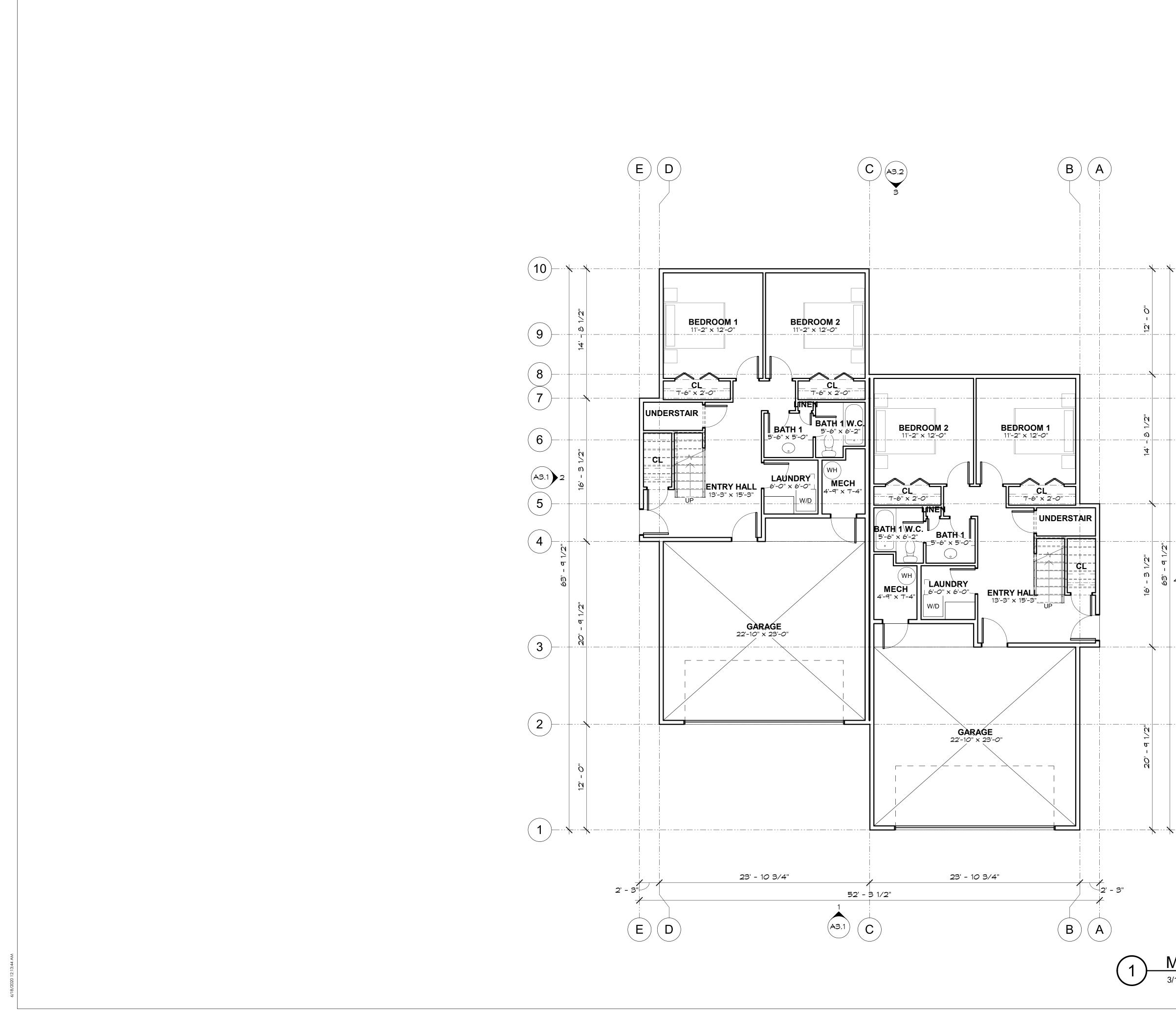


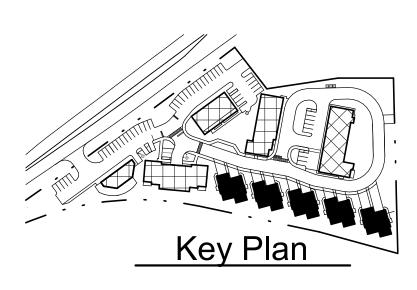
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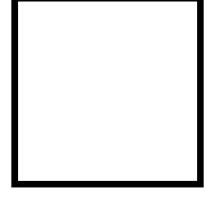
SOUTH ELEVATION

3/16" = 1'-0"









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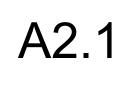
LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432

MAIN LEVEL FLOOR PLAN

ISSUE:	DATE:
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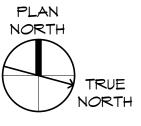
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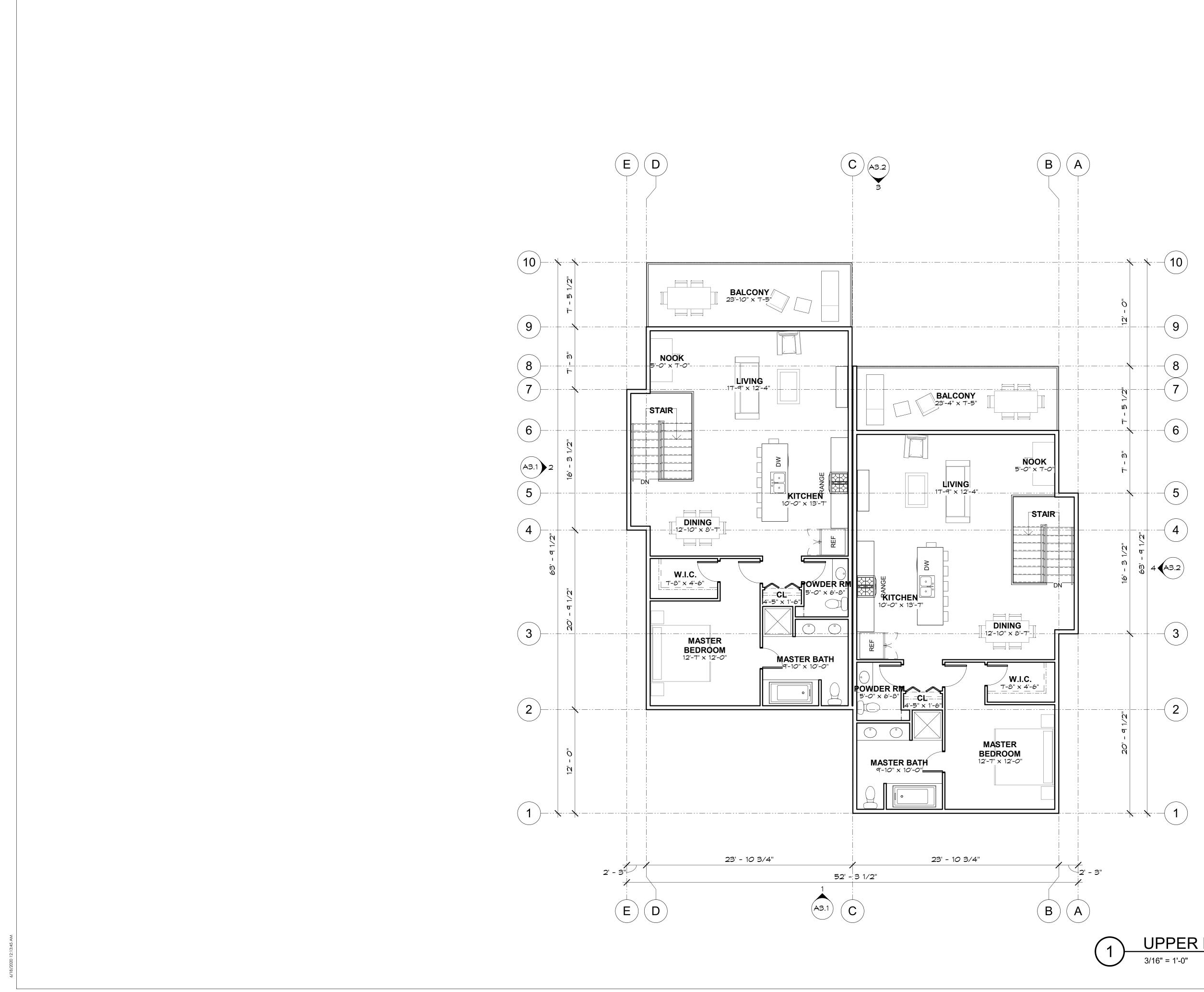
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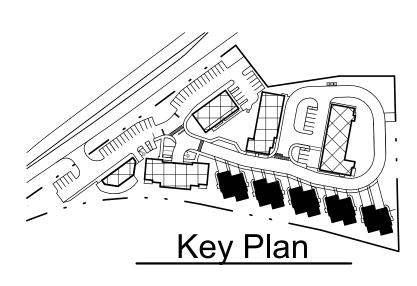
MAIN LEVEL PLAN

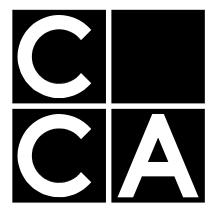
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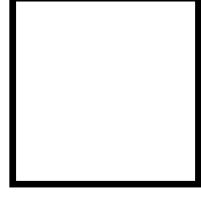
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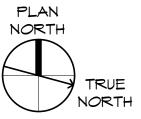


UPPER LEVEL FLOOR PLAN

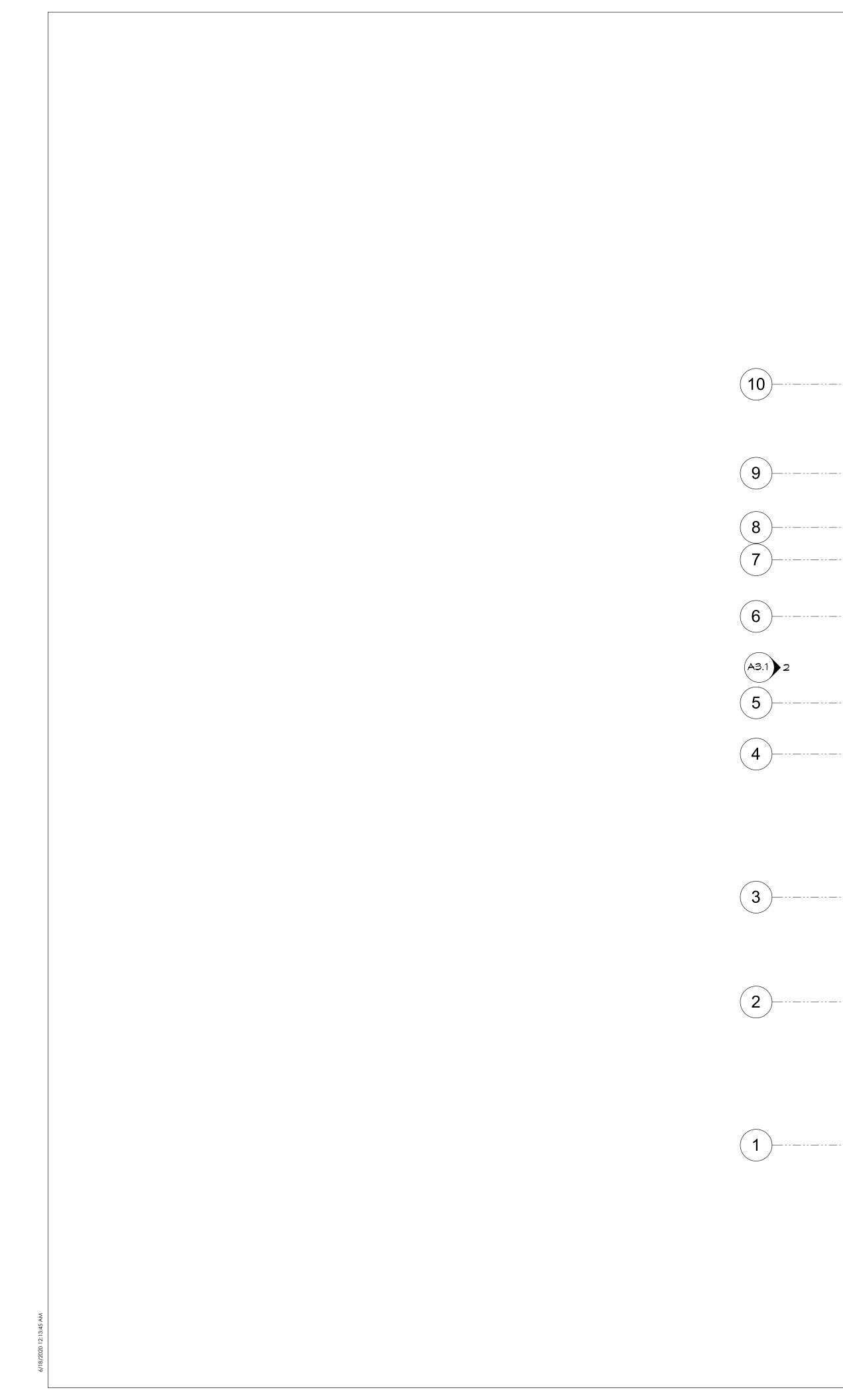
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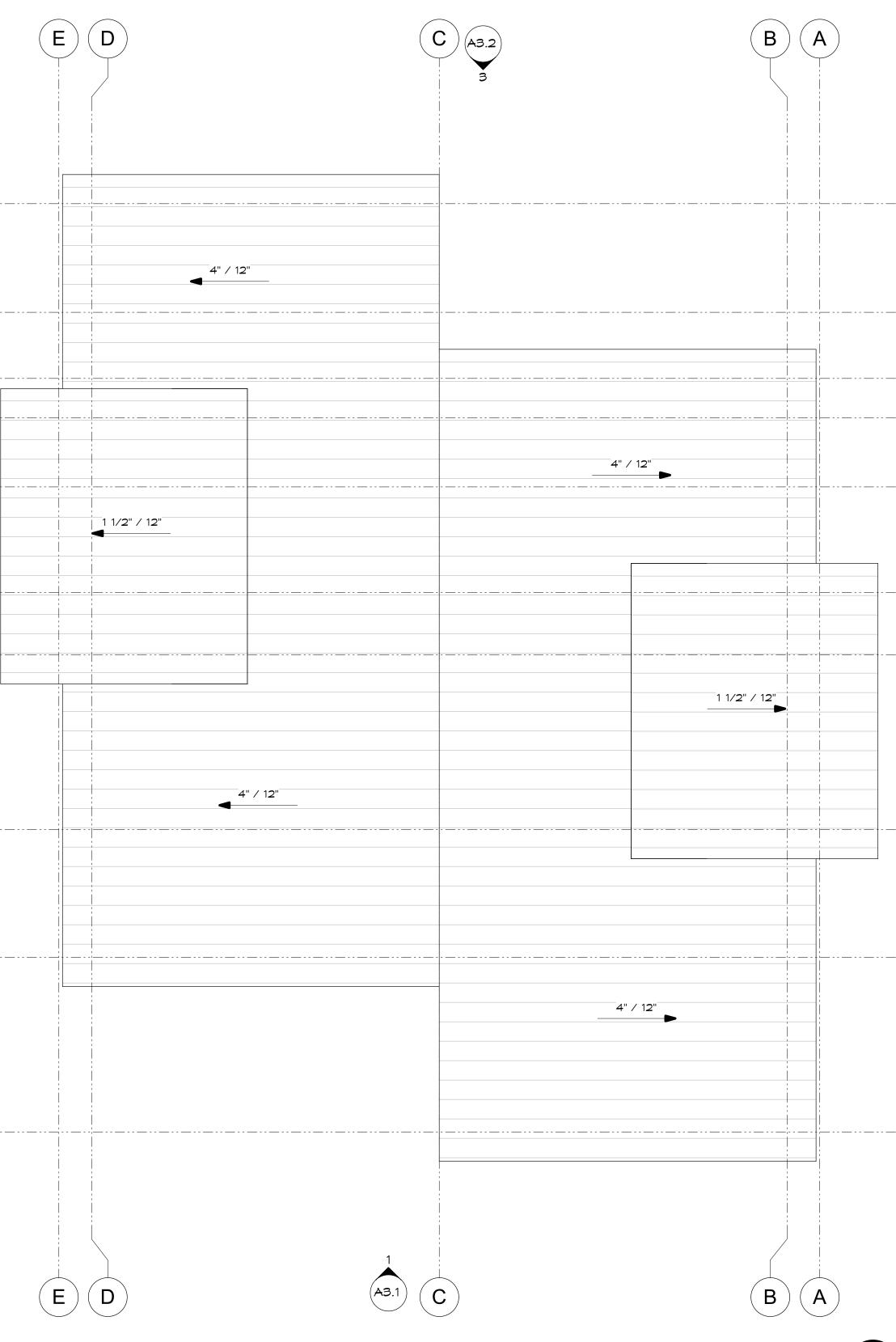
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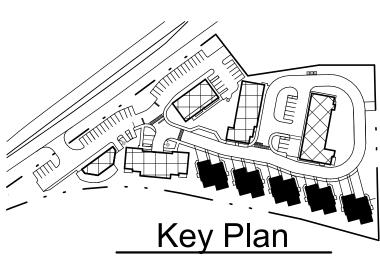




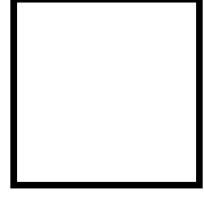




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LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432

ROOF PLAN

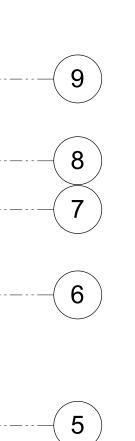


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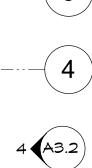


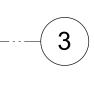
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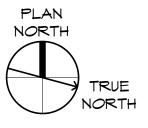




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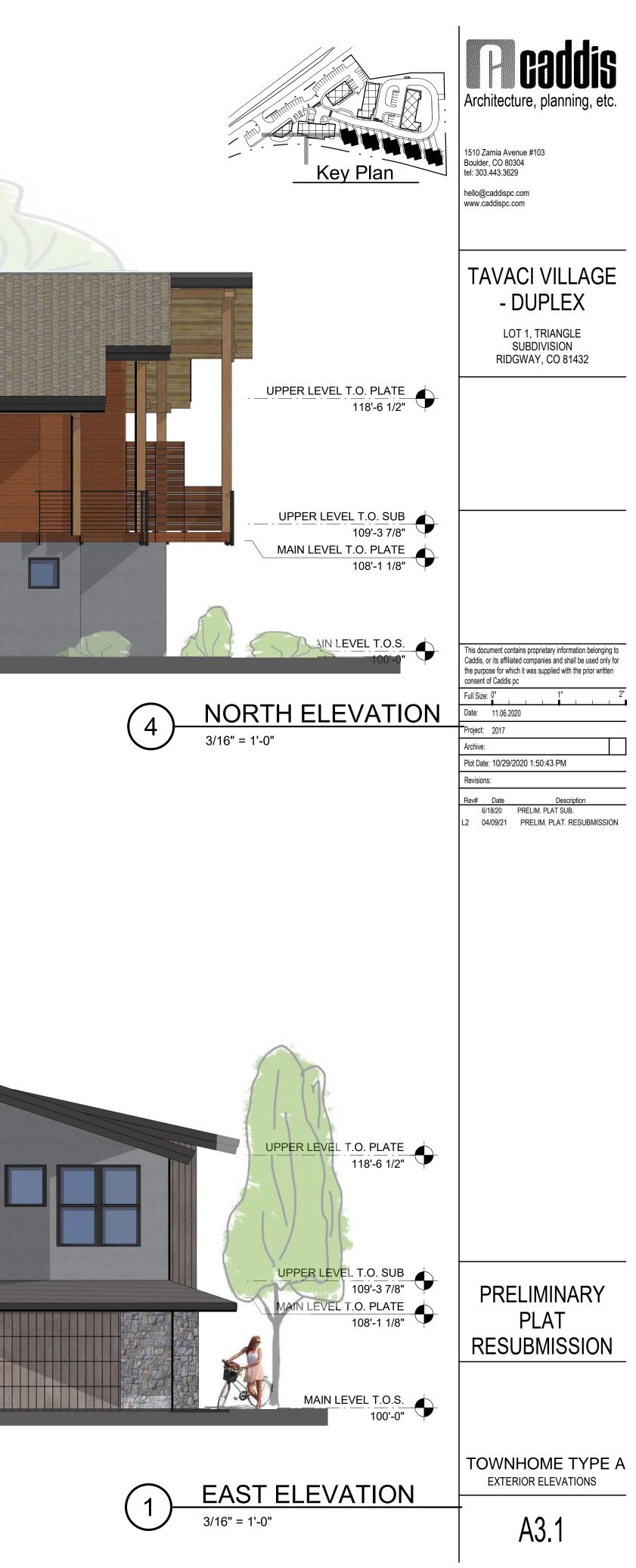












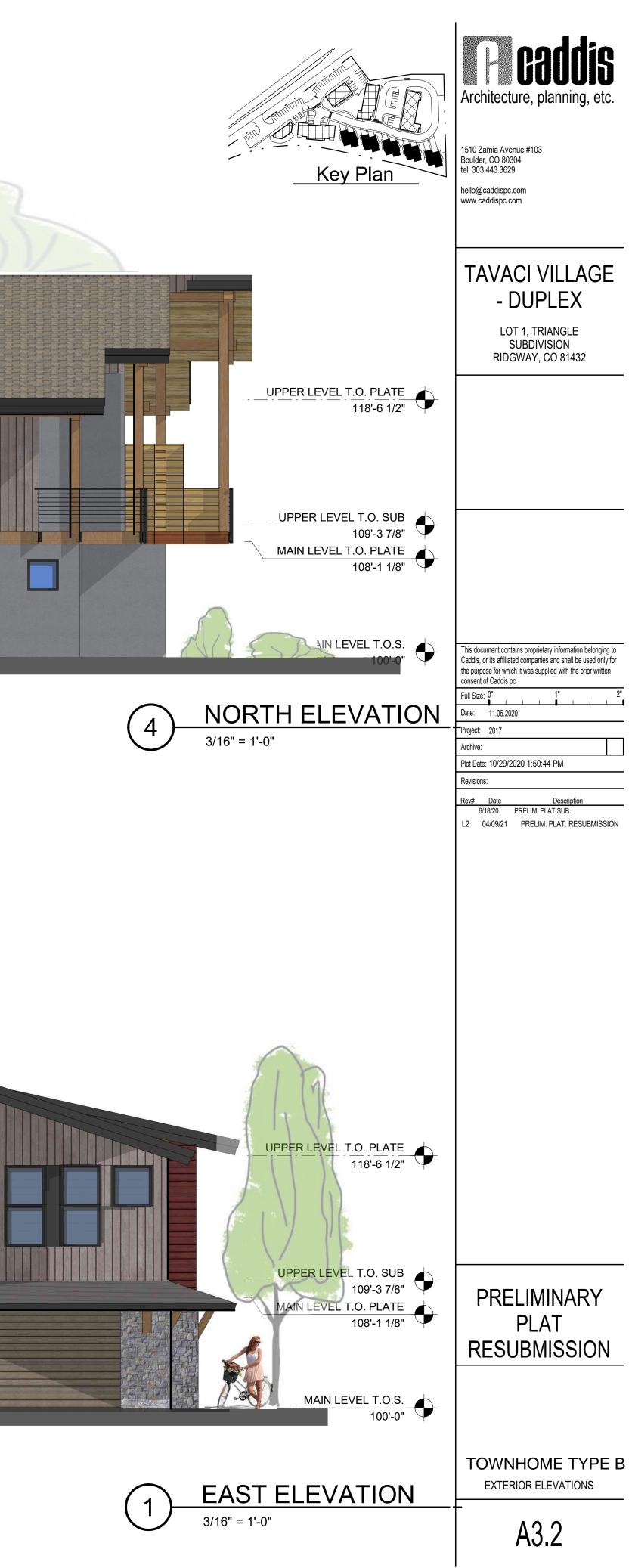












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ABOVE SPACE FOR OFFICE USE ONLY

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 Riverfront Village 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	14502 N. Dale Mabry Hwy, Ste 200			
	(Street number and name) C/O: Holly Steffens			
	Tampa	FL	33618	
	(City)	(State) United S	(ZIP/Postal Coa	le)
	(Province – if applicable)	(Country)		
Mailing address				
(leave blank if same as street address)	(Street number and na	ame or Post Office E	Box information)	
	(City)	(State)	(ZIP/Postal Co	ode)
	(Province – if applicable)	(Country)	·	
3. The registered agent name and register are	red agent address of the nonpr	cofit corporation	n's initial register	red agent
Name (if an individual)				
OR	(Last)	(First)	(Middle)	(Suffix)
(if an entity) (<i>Caution:</i> Do not provide both an individ	The Law Offices of Tho	mas G. Kenr	nedy, P.C.	
Street address	307 East Colorado Ave	nue		
	(Street r	number and name)		

(City)

Telluride

CO

(State)

81435-3081

(ZIP Code)

P.O. Box 3081			
(Street number and name or Post Office Box information)			
Telluride	CO	81435-3081	
(City)	(State)	(ZIP Code)	
box.) agent above has consented t	to being so app	ointed.	
(Last)	(First)	(Middle) (Suffix,	
The Law Offices of The	omas G. Ken	nedy, P.C.	
P.O. Box 3081			
(Street number and	I name or Post Offic	e Box information)	
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	(Street number and r Telluride (City) box.) agent above has consented the incorporator are (Last) The Law Offices of The hual and an entity name.) P.O. Box 3081 (Street number and Telluride (City)	(Street number and name or Post Office Telluride CO (City) (State) box.) agent above has consented to being so app agent above has consented to being so app he incorporator are (Last) (First) The Law Offices of Thomas G. Ken hual and an entity name.) P.O. Box 3081 (Street number and name or Post Office Telluride CO (City) (State) United State	

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:

SEE ATTACHED "ADDENDUM TO ARTICLES"

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

Risner-Tindall	Kimberly	A.	
(Last) P.O. Box 3081	(First)	(Middle)	(Suffix)
(Street number)	and name or Post Office i	Box information)	
Telluride	CO 8	31435-3081	
(City)	(State) United Stat	(ZIP/Postal Co	ode)
(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).

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ADDENDUM TO ARTICLES OF INCORPORATION OF RIVERFRONT VILLAGE SUBDIVISION OWNERS ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for Riverfront Village Condominiums and any supplement or amendment thereto ("**Declaration**"). All of the lands that become subject to said Declaration from time to time are hereinafter referred to as the "**Community**." In the event of a conflict between the terms, conditions and provisions of this Addendum and the Articles of Incorporation, this Addendum shall control.

ARTICLE ONE Purposes

The business, objectives and purposes for which the corporation is formed are as follows:

1. To be and constitute the "Association", to which reference is made in the Declaration establishing a plan for Riverfront Village PUD, located in the Town of Ridgway, Ouray County, Colorado ("Community"), said Declaration to be recorded in the office of the County Clerk and Recorder of Ouray County, Colorado.

2. To perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified in the Declaration.

3. To provide an entity for the furtherance of the interest of the Owners of separate condominium units ("**Units**") within the Community.

ARTICLE TWO Powers

In furtherance of its purposes, but not otherwise, the corporation shall have the following powers:

1. All of the powers conferred upon non-profit corporations by the common law and the statutes of the State of Colorado in effect from time to time.

2. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Association under the Declaration, including, without limitation, the following powers:

a. To make and collect general, limited and/or special assessments against Members for the purpose of defraying the costs, expenses and any losses of the Association, or of exercising its powers or of performing its functions.

b. To manage, control, operate, maintain, repair and improve Community common elements, as defined in the Act and the Declaration.

c. To enforce covenants, restrictions or conditions affecting any Community property, to the extent the Association may be authorized under any such covenants, restrictions or conditions, and to make and enforce rules and regulations for use of the Community.

d. To engage in activities which will actively foster, promote and advance the

common ownership interests of Owners of the Units.

e. To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, withdraw, grant or obtain easements, licenses, permits and the like, hold, use, operate and otherwise deal with and in, real, personal and mixed property of all kinds, and any right or interest therein, for any purpose of the Association.

f. To borrow money for any purpose of the Association, limited in amount or in other respects as may be provided in the Bylaws of the Association (the "**Bylaws**").

g. To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association or any Members, with or in association with any person, firm, association, corporation or other entity or agency, public or private.

h. To act as agent, trustee, or other representative of other corporations, firms, individuals, and as such to advance the business or ownership interests of such corporations, firms or individuals, including, without limitation, any Members.

i. To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

j. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article.

ARTICLE THREE Memberships

1. The corporation shall be a membership corporation without certificates or shares of stock. Subject to the limitations set forth in the Declaration. There shall be one class of membership.

2. There shall be one "**Membership**" in the Association for each Unit within the Community. The Person or Persons who constitute the Owner of a Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "**Member**" of the Association with respect to that Unit, and the Membership appurtenant to that Unit shall automatically pass with fee simple title to the Unit. Declarant shall hold a Membership in the Association for each Unit owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Unit, and may not otherwise be separated from ownership of a Unit.

3. All Members shall be entitled to vote on all matters, with each vote allocated in the manner set forth in the Declaration. Cumulative voting is prohibited. No person or entity other than an Owner of a Unit may be a Member of the corporation.

4. A membership in the corporation and the share of a Member in the assets of the corporation shall not be assigned, encumbered or transferred in any manner except as an appurtenance to transfer of title to the Unit to which the membership pertains; provided, however, the rights of membership may be assigned to the holder of the mortgage, deed of trust or other security instrument on a Unit as further security for a loan secured by a lien on such Unit.

5. A transfer of membership shall occur automatically upon the transfer of title to the Unit to which the membership pertains; provided, however, the Bylaws may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the corporation.

6. The corporation may suspend the voting rights of a Member for failure to comply with rules and regulations or the Bylaws or with any other obligations of the Owners of a Unit under the Declaration or any agreement created thereunder.

7. The corporation, through its Bylaws, may establish requirements concerning the manner and method by which voting rights and other rights attributable to a Unit that is owned by a firm, corporation, partnership, limited liability company, association or other legal entity or any combination thereof may be exercised.

8. The Bylaws may contain provisions, not inconsistent with the foregoing, setting forth the rights, privileges, duties and responsibilities of the Members.

ARTICLE FOUR Board

1. The business and affairs of the corporation shall be conducted, managed and controlled by a Board (the "Board"), the members of which are designated as "Directors".

2. The Board shall initially consist of three (3) Directors, but may consist of as many as five (5) Directors. The method of voting on actions by the Board shall occur in the manner provided for by the Bylaws.

3. The method of election and the term of office of Directors of the Board shall be determined by the Bylaws. A member of the Board need not have an ownership interest in a Unit. A member of the Board need not be a Member of the Community.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws in the manner provided for by the Bylaws.

<u>ARTICLE FIVE</u> Inurement and Dissolution

1. No part of the income or net earnings of the Association shall inure to the benefit of, or be distributable to, any Member, Director, or officer of the Association or to any other private individual, except that: (i) reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes; (ii) reimbursement may be made for any expenses incurred for the Association by any officer, Director, Member, agent or employee, or any other person or corporation, pursuant to and upon authorization of the Board; and (iii) rebates of excess membership dues, fees, or Assessments may be paid.

2. In the event of dissolution of the Association, the property and assets thereof remaining after providing for all obligations shall then be distributed pursuant to the Colorado Revised Nonprofit Corporation Act at Article 134, and if the Community is terminated then pursuant to the Colorado Common Interest Ownership Act at Section 38-33.3-218.

ARTICLE SIX Elimination of Certain Liabilities of Directors

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There shall be no personal liability, either direct or indirect, of any Director of the Association to the Association or to its Members for monetary damages for any breach or breaches of fiduciary duty as a Director; except that this provision shall not eliminate the liability of a Director to the Association or its Members for monetary damages for any breach, act, omission, or transaction as to which the Colorado Revised Nonprofit Corporation Act or the Colorado Common Interest Ownership Act prohibits expressly the elimination of liability. This provision is in the Association's original Articles of incorporation and thus is effective on the date of the Association's incorporation. This provision shall not limit the rights of Directors of the Association for indemnification or other assistance from the Association in accordance with applicable law. This provision shall not restrict or otherwise diminish the provisions of Colorado Revised Statutes, Section 13-21-115.7 (concerning no liability of directors except for wanton and willful acts or omissions), any amendment or successor provision to such Section, or any other law limiting or eliminating liabilities, such as Colorado Revised Statutes, Section 38-33.3-303(2) (fiduciary duties of officers and directors if appointed by Declarant; if not so appointed, then no liability except for wanton and willful acts or omissions). Any repeal or modification of the foregoing provisions of this Article by the Members of the Association or any repeal or modification of the provision of the Colorado Revised Nonprofit Corporation Act which permits the elimination of liability of directors by this Article shall not affect adversely any elimination of liability, right or protection of a Director of the Association with respect to any breach, act, omission, or transaction of such Director occurring prior to the time of such repeal or modification.

ARTICLE SEVEN Dissolution

In the event of the dissolution of the corporation, either voluntarily by the members hereof, by operation of law, or otherwise, then the assets of the corporation shall be deemed to be owned by the members in proportion to each Member's Ownership of the Common Elements of the Community.

BYLAWS OF THE RIVERFRONT VILLAGE SUBDIVISION OWNERS ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION

ARTICLE 1 INTRODUCTION AND PURPOSE

Effective Date:

These Bylaws ("**Bylaws**") of the Riverfront Village Subdivision Owners Association, Inc., a Colorado nonprofit corporation ("Association") have been duly adopted by the Association through its Board ("**Board**") as that term is defined in the Declaration (defined below) and are hereby deemed to be made effective as of the Effective Date. Each Owner is deemed to be a "**Member**" of the Association.

<u>Section 1.1 – Introduction</u>. These are the Bylaws of the Riverfront Village Subdivision Owners Association, Inc., a Colorado nonprofit corporation, which Association shall operate under the Colorado nonprofit Corporation Act ("Corporation Act"), as amended, and the Colorado Common Interest Ownership Act, as amended ("Act").

<u>Section 1.2 - Purposes</u>. The purposes for which the Association was formed are to preserve and enhance the value of the properties of Owners and to govern the Common Elements and affairs of Riverfront Village Condominiums located in the Town of Ridgway, Ouray County, Colorado ("Community"). The Community was created pursuant to certain "Governing Documents", including, without limitation, the Declaration for the Riverfront Village Condominiums ("Declaration"), the Condominium Map for Riverfront Village Condominiums as defined and referenced in the Declaration ("Map"), the Articles of Incorporation for the Association, and any Rules and Regulations, Governance Policies and Guidelines, as the same have been or may be amended and supplemented from time to time. Terms which are defined in the Declaration shall have the same meaning herein, unless defined otherwise in these Bylaws.

<u>Section 1.3 - Persons Subject to Bylaws</u>. All present or future Owners, tenants, guests, agents, contractors or any person that use or occupy, in any matter, any Unit or Common Elements within the Community, are subject to the terms and provisions of these Bylaws, and the other Governing Documents of the Community. The mere acquisition, rental or use of a Unit will signify that the Governing Documents of the Community are acceptable, ratified and will be complied with.

ARTICLE 2 BOARD

Section 2.1 - Number and Qualification.

(a) The affairs of the Community and the Association shall be governed by a Board which shall consist of three (3) persons. A Board member shall serve in the manner provided for in the Declaration. A member of the Board must be an Owner, except for Board members appointed by the Declarant. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Owner shall be eligible to serve as a Board member and shall be deemed to be an Owner for the purposes of these Bylaws. At any meeting at which Board members are to be elected, the Owners may, by resolution, adopt specific procedures for conducting the elections, which are not inconsistent with these Bylaws or the Corporation Act.

(b) The Board shall elect the officers. The Board members and officers shall take office upon election.

<u>Section 2.2 - Powers and Duties</u>. The Board may act in all instances on behalf of the Association, except as provided in the Governing Documents, these Bylaws or the Act. The Board shall have, subject to the limitations contained in the Governing Documents and the Act, the powers and duties necessary for the administration of the affairs of the Association and the Community, including the following powers and duties:

(a) Adopt amendments to these Bylaws;

(b) Adopt and amend the Rules and Regulations and the Governance Policies and Guidelines;

(c) Adopt and amend budgets for revenues, expenditures and reserves;

(d) Collect assessments for Common Expenses, Limited Common Expenses and Special Assessments from Owners. The Board shall determine the frequency for collecting assessments;

(e) Hire and discharge management companies or managers of either the Association and/or on behalf of individual Owners;

(f) Hire and discharge employees, independent contractors and agents other than managing agents of either the Association;

(g) By resolution, establish committees of Board members, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Owner within 15 days after publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Board at its next regular meeting;

(h) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents or Bylaws in the Association's name, on behalf of the Association on matters affecting the Community;

(i) Make contracts and incur liabilities on behalf of the Association, provided that in the event that the Association intends to enter into a contract or otherwise incur liability for goods or services that in the aggregate is anticipated to require the expenditure of \$20,000 or more, the Board shall first prepare and submit a request for proposals, review all bids responding to the request for proposals and award the contract to the bid that the Board, in the exercise of its good faith and commercially reasonable judgment, determines to be the superior bid with consideration given to the price/cost of the services or goods, timeframe for performance, skills and reputation of contractor and such other factors deemed relevant to the Board;

(j) Regulate the use, maintenance, repair, replacement and modification of Common Elements;

(k) Cause additional improvements to be made as a part of the Common Elements;

(1) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property; provided that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 312 of the Act;

(m) Grant or obtain easements, licenses or permits for any period of time, including

permanent easements, and grant leases, licenses and concessions for no more than one year, through or over the Common Elements and/or adjacent property;

(n) Impose and receive a payment, fee or charge for services provided to Owners and for the use, rental or operation of the Common Elements, other than Limited Common Elements;

(o) Impose a reasonable charge for late payment of assessments and, after notice and hearing, levy reasonable fines for violation of the Governing Documents or these Bylaws;

(p) Impose a reasonable charge for the preparation and recording of amendments to the Governing Documents or statements of unpaid assessments;

(q) Provide for the indemnification of the Association's officers, Board members, committee members;

(r) Obtain and maintain officer and director liability insurance for the Association's officers, Board members, committee members;

(s) Exercise any other powers conferred by the Declaration, the Map or these Bylaws;

(t) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association; and

(u) Exercise any other power necessary and proper for the governance and operation of the Association.

<u>Section 2.3 - Association Manager</u>. The Board may employ a management company or Manager for the Community, at a compensation established by the Board, to perform duties and services authorized by the Board. Licenses, concessions and contracts may be executed by the Manager pursuant to specific resolutions of the Board and to fulfill the requirements of the budget. Regardless of any delegation to a management company or Manager, the Members of the Board shall not be relieved of responsibilities under the Governing Documents, these Bylaws or Colorado law.

<u>Section 2.4 - Removal of Board Member by Owners</u>. Except as provided for in the Declaration with respect to the rights of Declarant during the Declarant Control Period, the Owners, following the expiration of the Declarant Control Period, may, by a vote of at least two-thirds of the votes at any meeting of the Owners at which a quorum is present, may remove a Board member with or without cause and shall thereupon appoint a replacement Board member.

<u>Section 2.5 - Vacancies</u>. Vacancies in the Board, caused by any reason other than the removal of a Board member by a vote of the Owners, may be filled at a special meeting of the Board held for that purpose at any time after the occurrence of the vacancy, even though the Board members present at that meeting may constitute less than a quorum. These appointments shall be made by a majority of the remaining elected Board members constituting the Board. Each person so elected or appointed shall be a Board member for the remainder of the term of the Board member so replaced.

<u>Section 2.6 - Regular Meetings</u>. The first regular meeting of the Board shall occur within 30 days after the annual meeting of the Owners at which the Board shall have been elected. The Board shall establish the time and place of the Board meeting. No notice shall be necessary to the newly elected Board members in order to legally constitute such meeting, provided a majority of the Board members are present. The Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings. With the exception of matters that may be discussed in

executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board or any committee thereof shall be open to attendance by all Owners of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board shall be made reasonably available for examination by all Owners of the Association or their representatives. The Board may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association.

<u>Section 2.7 - Special Meetings</u>. Special meetings of the Board may be called by the President or by a majority of the Board members on at least three business days' notice to each Board member. The notice shall be hand-delivered, mailed or e-mailed and shall state the time, place and purpose of the meeting.

<u>Section 2.8 - Location of Meetings</u>. All meetings of the Board shall be held within Colorado, unless all Board members consent in writing to another location.

<u>Section 2.9 - Waiver of Notice</u>. Any Board member may waive notice of any meeting in writing, including notice given by email. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice. If all the Board members are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

<u>Section 2.10 - Quorum of Board Members</u>. At all meetings of the Board, the presence of both of the Board members shall constitute a quorum for the transaction of business. At a meeting at which a quorum is present, the votes of a majority of the Board members present at a meeting at which a quorum is present shall constitute a decision of the Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

<u>Section 2.11 - Telephone Communication in Lieu of Attendance</u>. A Board member may attend and fully participate in a meeting of the Board by using an electronic or telephonic communication method whereby the Board member may be reasonably heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Board. The Board member's vote shall be counted and the presence noted as if that Board member were present in person on that particular matter. The Board member shall be counted as being present for purposes of establishing a quorum.

<u>Section 2.12 - Proxies</u>. At any Board meeting, a Board member will be absent from the meeting who has otherwise been provided with information on an item coming before the Board and has become familiar with the subject matter, may provide the Board with a directed proxy directing the Board how to record the Board members' vote on a particular matter and, thereupon, the Board shall so record the vote. A Board member shall not grant a general proxy to any person and any such general proxy shall be rejected by the Board. A Board member may not revoke a proxy given pursuant to this provision except by actual notice of revocation to the person presiding over a meeting of the Board. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate one month after its date, unless a different termination date is otherwise set forth on its face. Proxies shall be filed with the Secretary of the Association at or before the appointed time of each meeting. Proxies shall conform to C.R.S. Section 7-127-203.

<u>Section 2.13 - Consent to Corporate Action</u>. If all the Board members, separately or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Board members constitutes a quorum, that action shall be a valid corporate action as though it had been

authorized at a meeting of the Board. The Secretary shall file these consents with the minutes of the meetings of the Board.

<u>Section 2.14 – Disputes Among Board Members</u>. If the two Board members cannot mutually agree upon a course of action, the Board Members shall refer the matter to Dirk DePagter or such other person mutually agreeable to the Board Members to vote on the matter and resolve the tie vote.

ARTICLE 3 OWNERS AND MEMBERSHIP

<u>Section 3.1 - Ownership</u>. Ownership of a Unit is required in order to qualify for membership in the Association. Ownership is more fully addressed in the Articles of Incorporation and the Declaration.

<u>Section 3.2 - Annual Meeting</u>. Annual meetings of Owners shall be held during each of the Association's fiscal year at such date and time as determined by the Board and set forth in the notice. At these meetings, the Board members shall be elected by ballot of the Owners, in accordance with the provisions of these Bylaws, the Declaration and the Articles of Incorporation. The Owners may transact other business as may properly come before them at these meetings. Failure to hold an annual meeting shall not work a forfeiture or dissolution of the Association. Each Owner may participate in the annual meeting by telephone.

<u>Section 3.3 - Budget Meeting</u>. Meetings of the Owners to consider proposed budgets shall be called in accordance with the Act. The budget may be considered at annual or special meetings called for other purposes as well.

<u>Section 3.4 - Special Meetings</u>. Special meetings of the Association may be called by the President, by a majority of the Board or by Owners comprising 35% of the votes in the Association. Each Owner may participate in any special meeting by telephone.

<u>Section 3.5 - Place of Meetings</u>. Meetings of the Owners shall be held anywhere (i) in the Community, (ii) the Town of Ridgway, or (iii) the County of Ouray, Colorado, and may be adjourned to a suitable place convenient to the Owners, as may be designated by the Board or the President.

<u>Section 3.6 - Notice of Meetings</u>. The Secretary or other officer specified in the Bylaws shall cause notice of meetings of the Owners to be hand-delivered, sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Owner or by e-mail to those Owners that are able to receive e-mail and that specify they wish to receive notices by e-mail, not less than 10 days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

<u>Section 3.7 - Waiver of Notice</u>. Any Owner may, at any time, waive notice of any meeting of the Owners in writing (e-mailed accepted), and the waiver shall be deemed equivalent to the receipt of notice.

<u>Section 3.8 - Adjournment of Meeting</u>. At any meeting of Owners, a majority of the Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.9 - Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;

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- (e) Board Nominations;
- (f) Election of Board members on the Board;
- (g) Ratification of budget;
- (h) Unfinished business; and
- (i) New business.

Section 3.10 - Voting.

(a) Each Unit in the Community shall have the voting rights as established in the Declaration.

(b) If title to a Unit is held by an entity, including, without limitation, a firm, corporation, partnership, trust, limited liability company, association or other legal entity or any combination thereof (hereinafter "entity"), that entity must appoint a "delegate" to represent such Included Property. Any such delegate must, at the time of the appointment and continuing throughout the period of representation of the entity, own at least a 5% equity interest in the entity. To appoint a delegate, the entity's governing body or officer must notify the Board of the appointment in writing prior to the commencement of the meeting for which the delegate is attending and participating. The Association may require proof of such equity ownership from time to time to evidence the qualification of the delegate to represent such a Unit and in the absence of such demonstration to the reasonable satisfaction of the Association, the Association may reject the right of the delegate to act on behalf of the entity until such time as satisfactory information is provided and accepted by the Association. A duly empowered delegate may participate in meetings and vote on matters requiring the vote of the Association Owners. A delegate may be a candidate for the Board and, if elected, serve as a Board member. The foregoing shall not preclude a delegate to act on behalf of an entity if duly appointed by a properly executed proxy given by the entity in conformance with these Bylaws. The moderator of the meeting may require reasonable evidence that a person voting on behalf of an entity is qualified to vote. A delegate may serve on the Board or as an officer for the Association.

Section 3.11 - Quorum. Except as otherwise provided in these Bylaws, a quorum is deemed present throughout any meeting of the Owners of the Association if the Owners of at least 35% of the owners of the Residential Units in the Community and at least 25% of the owners of Commercial Units in the Community are present at the meeting in person, by telephone or by proxy.

<u>Section 3.12 - Majority Vote</u>. Provided a quorum of allocated votes is present in person or by proxy, the affirmative vote of a majority of the total allocated votes so present in person or by telephone shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles, or these Bylaws.

<u>Section 3.13 - Proxies.</u> At any meeting of the Owners, the vote allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner or by the Owner's duly authorized attorney-in-fact, designating a particular person present at the meeting to vote on behalf of the Owner. An Owner may provide the Association with a directed proxy indicating how the Owner directs the Association to record the Owners vote on a particular matter. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of a vote by the other owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this provision except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face. Proxies shall be filed with the Secretary of the Association at or before the appointed time of each meeting. Proxies shall conform to C.R.S. Section 7-127-203. All proxies shall be reviewed by the Association's Secretary or designee as to the following: (a) Validity of the signature; (b) Signatory's authority to sign for the Owner; (c) Authority of the Owner to

vote; (d) Conflicting proxies; and (e) Expiration of the proxy.

Section 3.14 - Action by Written Ballot. A vote on any action that may be taken at an annual, regular or special meeting of Owners may be taken without a meeting of the Owners, provided that the Association shall deliver a written ballot to every Owner entitled to vote on the matter by e-mail or mail, which sets forth each proposed action and provides an opportunity to vote for or against each proposed action by responding to the Association. All solicitations for votes by written ballot shall be mailed or e-mailed and shall indicate the number of responses needed to meet quorum requirements, state the percentage of approvals necessary to approve each matter, specify the time by which the response ballot must be received by the Association in order to be counted, specify the approved methods of submitting ballots, and be accompanied by written information regarding the matter to be voted upon. Ballots must be received by the Association no later than 21 calendar days from the date of the ballot, unless a different time is specified by the Board and reflected in the ballot. The Association and the Owners must send their ballots in accordance with Article 8 of these Bylaws (Notices). If so provided for in the written ballot, an action shall be deemed to be approved should an Owner fail to timely respond or otherwise act upon each matter identified for a vote in the written ballot. Approval by written ballot shall be valid when the number of votes cast by the ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number required to approve the matter at a meeting. After the time to respond to the ballot has expired, the Association will tally the results and notify the Owners of the results within 15 days, unless a different time is specified by the Board.

<u>Section 3.15 - Election of Board Members</u>. Cumulative voting for Board members shall not be permitted.

<u>Section 3.16 - Chairman of Meetings</u>. At any meeting of the Owners, the Owners present shall select a Chairman and a Secretary of the meeting.

<u>Section 3.17 - Owner Addresses for Notices</u>. An Owner shall provide written notice to the Association if they wish to receive notices by United States mail only; otherwise, any notices given by the Association may be sent at the option of the Association by either (1) United States Mail (postage prepaid), or (2) e-mail. Notices include, but are not limited to, any notice required to be given by law, or otherwise given by the Association under these Bylaws or any other governing document of the Association to any Owner, or any other written instrument to be given to any Owner. Notices may be mailed or e-mailed to such Owner mailing address or e-mail address of the Unit as shown upon the Association's records. The Owner is responsible for updating the Association records if their contact information changes. If more than one Owner owns a particular Unit, then any notice or other written instrument may be addressed to all of such Owners and may be mailed or e-mailed in one mailing or e-mail message in accordance with the foregoing. Any notice or other written instrument given by the Board in accordance with the foregoing will be deemed to have been given on the date that it is mailed or e-mailed.

Section 3.18 - Rules at Meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Owners. In the absence of such rules, Robert's Rules of Order shall be used.

ARTICLE 4 OFFICERS

<u>Section 4.1 - Designation</u>. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant Treasurer, an assistant Secretary and other officers as it finds necessary. The President, but no other officers, needs to be a Board member. Any two offices may be held by the same person, except the offices of President and Secretary. An officer need not be an Owner of the Association.

<u>Section 4.2 - Election of Officers</u>. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board. They shall hold office at the pleasure of the Board.

<u>Section 4.3 - Removal of Officers</u>. Upon the affirmative vote of a majority of the Board members, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose.

<u>Section 4.4 - President</u>. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Owners and the Board. The President shall have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Owners from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The President may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments, attested by the Secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

<u>Section 4.5 – Vice President</u>. The Vice President may exercise and perform the actions, powers, duties and functions of the President should the President be unavailable to undertake such the actions, powers, duties and functions.

<u>Section 4.6 - Secretary</u>. The Secretary shall keep the minutes of all meetings of the Owners and the Board. The Secretary shall have charge of the Association's books and papers as the Board may direct and shall perform all the duties incident to the office of Secretary of a nonprofit corporation organized under the laws of the State of Colorado. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

<u>Section 4.7 - Treasurer</u>. The Treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Board and shall perform all the duties incident to the office of Treasurer of a nonprofit corporation organized under the laws of the State of Colorado. The Treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Board. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the Treasurer is also a Board member.

<u>Section 4.8 - Agreements, Contracts, Deeds, Checks, etc.</u> Except as provided in these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Board.

<u>Section 4.9 - Statements of Unpaid Assessments</u>. The Treasurer, assistant treasurer, a manager employed by the Association, if any, or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments, in accordance with Section 316 of the Act. The Association may charge a reasonable fee for preparing statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Board. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE 5 ENFORCEMENT

Section 5.1 - Abatement and Enjoinment of Violations by Owners. The Board shall have the right to enforce the Declaration, any Rules, and any Governance Policies adopted by the Board and remedy violations thereof in the manner prescribed in the Declaration, any Rules, and any Governance Policies , including the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

<u>Section 5.2 - Fines for Violation</u>. By resolution, following notice and hearing, the Board may levy reasonable fines per day for each day that a violation of the Governing Documents or Rules persists after Notice and Hearing and more specifically defined in the Declaration, but this amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board.

ARTICLE 6 INDEMNIFICATION

The Board members and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in the Corporation Act, the provisions of which are incorporated by reference and made a part of this document.

ARTICLE 7 RECORDS

<u>Section 7.1 - Records and Audits</u>. The Association shall maintain financial records consistent with the Governance Policies of the Association. The cost of any audit shall be a Common Expense unless otherwise provided in the Governing Documents.

<u>Section 7.2 - Examination</u>. All records maintained by the Association or the Manager shall be available for examination and copying by any Owner, any Eligible First Mortgagee, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

ARTICLE 8 MISCELLANEOUS

<u>Section 8.1 - Notices</u>. Any and all notices to the Association or the Board shall be sent to the office of the Manager, or, if there is no Manager, to the office of the Association, or to such other address as the Board may designate by written notice to all Association Owners, which may be a mailing address or e-mail address. Except as otherwise provided, all notices to any Owners shall be sent to the Association Owner's mailing address or e-mail address (as determined by the Association) as it appears in the records of and as provided by the Owner to the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received. An Owner has an affirmative duty to notify the Association, through its Manager, of their mailing address, phone number, cell number, fax number and email address and any changes to such information as such changes occur from time to time.

<u>Section 8.2 - Fiscal Year</u>. The Board shall establish the fiscal year of the Association, which shall initially be deemed to commence on January 1 and expire on December 31, unless and until changed by the Board.

<u>Section 8.3 - Waiver</u>. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

<u>Section 8.4 - Office</u>. The principal office of the Association shall be at such place as the Board may from time to time designate.

<u>Section 8.5 - Working Capital</u>. A working capital fund is established pursuant to the Declaration. Any amounts paid into this fund shall not be considered as advance payment of assessments. Unless waived by Declarant, each Unit's share of the working capital fund may be collected and then contributed to the Association by the Declarant at the time the sale of the Unit is closed or at the termination of the Period of Declarant Control. If the payment of the capital fund contribution is waived by Declarant, Declarant is not obliged to otherwise fund the waived contribution to the working capital fund. Until paid to the Association, the contribution to the working capital shall be considered an unpaid Common Expense Assessment.

<u>Section 8.6 - Reserves</u>. As a part of the adoption of the regular budget the Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon age, remaining life and quantity and replacement cost of major Common Element improvements.

ARTICLE 9 AMENDMENTS TO BYLAWS

<u>Section 9.1 - Vote of Board</u>. The Bylaws may be amended by affirmative vote of both Board Members, following notice and opportunity to comment to all Owners, at any meeting duly called for such purpose.

<u>Section 9.2 - Restrictions on Amendments</u>. No amendment of the Bylaws shall be contrary to or inconsistent with any provision of the Declaration.

APPROVAL AND EXECUTION

The foregoing Bylaws are hereby adopted by the Association as of the Effective Date.

Riverfront Village Subdivision Owners Association, Inc., a Colorado nonprofit corporation

By:

Printed Name:	
Title:	

DECLARATION FOR RIVERFRONT VILLAGE CONDOMINIUMS

THIS DECLARATION FOR RIVERFRONT VILLAGE CONDOMINIUMS ("**Declaration**"), is made effective as of ______, 202___ ("**Effective Date**") and is made, adopted and published by the Alpine Homes-Ridgway, LLC, a Colorado limited liability company ("**Declarant**").

ARTICLE ONE IMPOSITION OF COVENANTS

1.1. <u>General Purposes</u>.

1.1.1. Declarant is the current, fee simple owner of certain improved real estate situated in the Town of Ridgway, Ouray County, Colorado, more particularly described on attached <u>Exhibit A</u>, together with the beneficial rights and burdens arising from any agreement, covenants, easements and rights-of-way as well as any appurtenances affecting such land and any improvements constructed on the land now and in the future (together such interests are collectively referred to as the "**Real Estate**"). Title to the Real Estate is subject to those covenants, restrictions, agreements, easements and other documents or instruments of record (together such interests are collectively referred to as the "**Existing Encumbrances**").

1.1.2. Declarant desires by this Declaration to create a common interest community under the name and style of "**Riverfront Village, a Planned Community**" ("**Community**") in which portions of said Real Estate will be designated for separate ownership and use and in which the remainder of said Real Estate will be designated for common ownership solely by the owners of the separate ownership portions.

1.1.3. This Declaration is executed and recorded subject to the terms and conditions contained in the Existing Encumbrances.

1.2. Submission of Real Estate.

1.2.1. Declarant hereby submits the Real Estate to condominium ownership under and pursuant to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, et seq. of the Colorado Revised Statutes, as it may be amended from time to time ("Act"), and to this Declaration and the Map for Riverfront Village Condominiums (as defined below).

1.2.2. This is the Declaration that is referred to in the Condominium Map of Riverfront Village Condominiums which will be prepared upon the completion of the improvements in the Community and thereupon executed and recorded in the Official Records ("Condominium Map" or "Map"). By this reference, the Condominium Map is incorporated in this Declaration.

1.2.3. The Community shall be deemed to be subject to any and all applicable terms and conditions contained in the Act, including amendments to the Act made subsequent to the recordation of this Declaration which are intended to be binding upon existing communities.

1.3. <u>Covenants Running With the Land</u>. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of all Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns. All of the Real Estate shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved, subject to the provisions of this Declaration.

1.4. <u>Subject to the Town of Ridgway Codes, Laws and Regulations and Town</u> <u>Development Approvals and Requirements</u>. In all instances where Declarant has reserved rights to modify the Declaration, Map, Units and Common Elements, the exercise of such reserved rights are made expressly subject to applicable codes and regulations enacted by the Town of Ridgway ("Town"), including the Town of Ridgway Municipal Code ("Town Laws") and applicable terms, conditions, requirements and restrictions contained in any site-specific development approvals for the Property granted by the Town, including the Development Agreement ("Town Approvals"), which are collectively referred to as the "Town Development Approvals and Requirements"). Nothing herein is intended to relieve a Person from complying with applicable provisions of the Town Laws and/or the Town Development Approvals and Requirements, whether or not this requirement is expressly stated herein. The Town Development Approvals and Requirements may only be modified or amended as provided for in the Town Laws. In the event of a conflict between the Condominium Documents (defined below) and the Town Development Approvals and Requirements, the applicable Town Development Approvals and Requirements, the applicable Town Development Approvals and Requirements, the applicable Town Development (defined below) and the Town Development Approvals and Requirements, the applicable Town Development Approvals and Requirements shall control.

ARTICLE TWO DEFINITIONS

Capitalized terms used in this Declaration and not defined elsewhere in this Declaration have the meanings given those terms in Article 2. The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

2.1. "Act" means the Colorado Common Interest Ownership Act, Article 33.3, Title 38, Colorado Revised Statutes, as amended and supplemented from time to time. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

2.2. "Employee Housing Unit" is a type of Residential Unit that has been deed restricted as provided for in the Town Development Agreement. An Employee Housing Unit is subject to all terms, conditions, restrictions and requirements contained in this Declaration and the other Condominium Documents for a Residential Unit and the Town Development Approvals and Requirements for an Employee Housing Unit.

2.3. "Allocated Interests" means: (a) the undivided interests attributable to and allocated to each of the Units in the Common Elements, (b) the Common Expense Liability attributable to and allocated to each of the Units; and (c) the voting rights in the Association attributable to and allocated to each of the Units as provided for in the Condominium Documents. The initial Allocated Interests for each of the Units in the Common Elements and Common Expense Liability will be set forth on a certain **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Common Elements and Common Expense Liability are based upon the square footage of each Unit as compared to the square footage of all Units. Owners shall be entitled to one vote for each Unit owned within the Community, which shall be weighted in accordance with each Unit's Allocated Interests in the Common Elements and Common Expense Liability. The Allocated Interests for each Unit may change as a result of the Declarant's (or its assignee's) exercise of the Reserved Rights to add, remove or subdivide Units as provided for herein.

2.4. "Articles of Incorporation" or "Articles" means the Articles of the Association, which have been filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.5. "Assessments" means the Regular Assessments, including Limited Common Expenses, Special Assessments and Reimbursement Assessments duly assessed pursuant to this Declaration.

2.6. "Association" means Riverfront Village Subdivision Owners Association, Inc., a Colorado nonprofit corporation.

2.7. "**Board**" means the governing body of the Association, as provided for in this Declaration and as further empowered by the Articles of Incorporation and the Bylaws for the Association.

2.8. **"Budget"** means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board pursuant to the Declaration.

2.9. "**Building(s)**" means each of the buildings situated on the Real Estate, together with (a) any additions or modifications or replacements that may hereafter be made thereto, and (b) all improvements and fixtures contained therein.

2.10. "Bylaws" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the internal affairs of the Association, including any amendments thereto.

2.11. "Commercial Unit" means a physical portion of the Community designated to be a Commercial Unit on the Map and/or in this Declaration, which is designated for separate ownership or occupancy. The boundaries of the Commercial Unit are described in or determined by this Declaration and depicted on the Map. The Commercial Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies each Commercial Unit in the Community as will be more specifically set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. The boundaries of the Commercial Unit as depicted and/or otherwise described on the Map shall be conclusively be deemed to be the actual boundaries of the Commercial Unit. Changes to any Commercial Unit boundary, if any, shall be described on any amendment or supplement to a Map as provided for herein.

2.12. "**Common Elements**" means all portions of the Community other than the Units. The Common Elements are owned or otherwise held in common by the Owners in undivided interests according to the Allocated Interests set forth pursuant to Section 2.2 above and consist of General Common Elements and Limited Common Elements.

"General Common Elements" means all tangible physical properties of, and other appurtenant interests associated with this Community, except the Limited Common Elements and the Units.

"Limited Common Elements" means those interests in the Common Elements which are either limited to or reserved in this Declaration, on the Map, or by authorized action of the Association, for the exclusive use of a Unit(s). If any chute, flue, duct, wire, conduit, bearing wall, bearing column, fixture or other mechanical or structural element lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the General Common Elements.

2.13. "**Common Expenses**" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including all expenses incurred by the Association for any reason whatsoever in connection with the Common Elements, or the costs of any

other item or service provided or performed by the Association pursuant to the Condominium Documents or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association, including, any fees and charges imposed by the Managing Agent pursuant to any Management Agreement.

2.14. **"Common Expenses Liability**" means the liability for a share of the Common Expenses, including any Limited Common Expenses, attributable to and allocated to each Unit in accordance with the Allocated Interests assigned to the Unit and/or as otherwise provided for in this Declaration.

2.15. "**Community**" means the Community, including each of the Units and all of the Common Elements, together with all Improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.16. "Condominium Documents" means the basic documents creating and governing the Community, including, but not limited to, this Declaration, the Map, the Articles of Incorporation and Bylaws of the Association, any Rules promulgated by the Association and any other documents, policies and procedures relating to the Community adopted by the Association or the Board pursuant to this Declaration or the Act, as the same may be supplemented or amended from time to time.

2.17. "Condominium Map" or "Map" means the Condominium Map, which shall also be deemed to be that part of this Declaration that depicts all or any portion of the Community in three dimensions and is recorded in the Official Records.

2.18. "**Declarant**" means Alpine Homes-Ridgway, LLC, a Colorado limited liability company, its successors and assigns. A Person shall be deemed to be a "successor and assign" of Declarant if specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in that written instrument.

2.19. "**Declaration**" means this Declaration for the Community, together with any supplement or amendment to this Declaration and recorded in the Official Records. The term Declaration includes the Map recorded with this Declaration and all amendments to this Declaration and supplements to the Map without specific reference thereto.

2.20. "**Deed of Trust**" means a Mortgage.

2.21. "Eligible Mortgagee" means a First Mortgagee which has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for herein.

2.22. "First Mortgagee" means any Person named as a Mortgagee in any First Mortgage.

2.23. "General Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, for the general benefit of all of the Units.

2.24. **"Improvement(s)"** means the Buildings, improvements, alterations, additions, repairs to the Buildings, structural or otherwise, any excavation, grading, landscaping or other work which in any way alter the Real Estate or the improvements located thereon, from its natural or improved state existing on the date this Declaration was first recorded.

2.25. "Lease" means and refers to any agreement for the leasing, rental, use or occupancy of a Unit within the Community for Short-Term Rentals or Long-Term Rentals.

2.26. "LCE Parking Space" means each Parking Space allocated to a Unit as a Limited as further described in Section 11.3.5 below.

2.27. "LCE Storage Space" means each Storage Space allocated as a Limited Common Element, as further described in Section 11.3.5 below.

2.28. "Long Term Rentals" means the rental of a Unit to any third person for residential purposes for a term of thirty consecutive days or longer.

2.29. "**Management Agreement**" means any contract or arrangement, if any, entered into for purposes of administering the performance of the responsibilities of a Board relative to the operation, maintenance, and management of the Community or particular portions or aspects thereof.

2.30. "**Managing Agent**" means a person, firm, corporation, or other entity, if any, employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

2.31. "**Member**" means each Owner. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

2.32. "Mortgage" means any mortgage, deed of trust or other security instrument, given voluntarily by the Owner of a Unit, creating a real property security interest in a Unit and recorded in the Official Records. "First Mortgage" means a mortgage which is the first and most senior of the Mortgages on the same Unit. The term "Mortgage" does not mean a statutory, tax or judicial lien. The term "Deed of Trust" when used herein shall be synonymous with the term "Mortgage."

2.33. "**Mortgagee**" means a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee.

2.34. "Notice and Hearing" means a written notice and hearing before the Board, or a panel appointed by the Board, as set forth in the Bylaws.

2.35. "Occupant" means: (a) any Person who is a tenant in a residence on a Unit pursuant to a Lease with the Owner thereof; (b) any Person who is present within the Community as a family member, guest or invitee of an Owner or the Association; (c) any person who is a guest, invitee, servant, tenant, employee, or licensee of Owner who is occupying a Unit and/or is present on the Common Elements for any period of time; or (d) any Person who is occupying a Unit and/or is present on the Common Elements.

2.36. "Official Records" means the Office of the Clerk and Recorder of Ouray County, Colorado.

2.37. "**Parking Space(s)**" means a physical portion of the Community identified as a parking space on the Map.

2.38. "**Person**" means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision, or any other legally established entity and/or any combination thereof.

2.39. "**Regular Assessment**" means a charge against an Owner and the Owner's Unit for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Board in accordance with this Declaration and are allocated to the Units in accordance with the Allocated Interests designated to that Unit, except that Common Expenses that in the judgment of the Board benefit fewer than all of the Units may be allocated exclusively to the Units benefited as Limited Common Expenses, as provided for herein.

2.40. "Reimbursement Assessment" means a charge determined by the Board in its sole and reasonable discretion, assessed against a particular Owner or Occupants of Owner's Unit and against the Owner's Unit for the purpose of: (a) imposing fines and penalties and/or reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of and/or the remedying of any violation of the Condominium Documents by the Owner or by an Occupant any provision of the Condominium Documents; (b) reimbursing the Association for costs and expenses it incurs, including consulting fees, legal fees and similar expenses, incurred by the Association in taking actions for or behalf of a Unit Owner or Unit Owner's Unit; (c) imposing fines and penalties and/or reimbursing the Association for costs and expenses incurred by the Association in connection with correcting or repairing damage caused to the Community attributable to the misconduct and/or the actions or the inactions of the Owner or Occupant; or (d) for such other purposes set forth in the Condominium Documents providing for the imposition of fines or the collection of costs, expenses and the like, together with late charges and interest and attorney fees and costs, as provided for in the Condominium Documents. Reimbursement Assessments shall also include each of those fees and costs for goods and services requested by and/or otherwise provided to an Owner or Occupant by the Association or the Managing Agent.

2.41. "Residential Unit" means a physical portion of the Community designated to be a Residential Unit on the Map and/or in this Declaration, which is designated for separate ownership or occupancy. An Employee Housing Unit is deemed to be a Residential Unit and is subject to all terms. conditions, restrictions and requirements of a Residential Unit. The boundaries of each Residential Unit are described in or determined by this Declaration and depicted on the Map. Each Residential Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies each Residential Unit in the Community as will be more specifically set forth on Exhibit B to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. The boundaries of each Residential Unit is depicted and/or otherwise described on any Map shall be conclusively deemed to be the actual boundaries of the Residential Unit. Changes to any Residential Unit boundary, if any, shall be described on any amendment or supplement to a Map as provided for herein. The Residential Units are configured in either a building containing multiple Units ("Multifamily Residential Units") or as adjoining Units in a duplex arrangement ("Duplex Residential Units").

2.42. "**Rules**" means any Rules and Regulations, Policies and Procedures promulgated by the Board for the management, preservation, safety, control, and orderly operation of the Community in order to effectuate the intent and to enforce the obligations set forth in the Condominium Documents, as amended and supplemented from time to time.

2.43. "Security Interest" means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms include a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

2.44. "Short Term Rentals" means the rental of a Unit to any particular guest for overnight accommodation purposes in which consideration is being paid as defined and regulated by the Town of Ridgeway codes and regulations. In no event, shall a short-term rental to a particular guest not extend longer than thirty consecutive days.

2.45. "Special Assessment" means a charge against an Owner and the Owner's Unit for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair, maintenance or replacement of capital improvements to or upon or serving the Community or any part thereof, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses or for funding any operating or reserve deficit of the Association, as authorized by the Board from time to time as provided herein.

2.46. "Storage Space(s)" means a physical portion of the Community identified as a storage space on the Map.

2.47. "Unit" means a Residential Unit (including an Employee Housing Unit) and a Commercial Unit, which is a physical portion of the Community designated for separate ownership or occupancy and the boundaries of which are depicted, described or otherwise determined by this Declaration and the Map. Each Unit includes an appurtenant undivided interest in the Common Elements corresponding with the Allocated Interest assigned to each Unit as will be set forth on <u>Exhibit B</u> to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Community as will be more specifically set forth on <u>Exhibit B</u> to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the combination thereof that identifies only one Unit in the Community as will be more specifically set forth on <u>Exhibit B</u> to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community as will be more specifically set forth on <u>Exhibit B</u> to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration and depicted on the Map.

2.48. "Unit Owner" or "Owner" means any person who owns record title to a Unit or an undivided interest therein. The term includes a contract seller but excludes a contract purchaser, and excludes any Person having a Security Interest in a Unit or an undivided interest therein, unless such Person has acquired record title to such Unit or undivided interest pursuant to a foreclosure or any proceedings in lieu of foreclosure.

ARTICLE THREE GENERAL PROVISIONS AND RESTRICTIONS

3.1. Division into Units; Allocated Interests; Maximum Number of Units.

3.1.1. The Real Estate is hereby initially divided into _____ Units consisting of 38 Residential Units, inclusive of 28 Multifamily Residential Units and 10 Duplex Residential Units and _____ Commercial Units. The maximum number of Units that may, but need not, be created in the Community is a total of number of Units that may be constructed under the current and future Town Development Approvals and Requirements.

3.1.2. Each Unit shall consist of a separate fee simple estate in such Unit and the Allocated Interest for the Unit as will be set forth on <u>Exhibit B</u> to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Each Owner shall own his or her appurtenant undivided Allocated Interest in the Common Elements as a tenant-in-common

with the other Owners, and shall have the non-exclusive right to use and enjoy the Common Elements, subject to the provisions of the Condominium Documents.

3.1.3. <u>Inseparability of a Unit</u>. Each Unit and its appurtenant undivided interest in the Common Elements shall be inseparable and may be conveyed, leased, encumbered, devised or inherited only as a Unit.

3.2. <u>Description of Units</u>. Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe a Unit as follows:

______, Riverfront Village Condominiums, according to the Condominium Map for Riverfront Village Condominiums thereof recorded on ______, 202____at Reception No. ______and the Condominium Declaration for Riverfront Village Condominiums recorded on ______, 202___at Reception No. ______, all in the Office of the Clerk and Recorder of Ouray County, Colorado.

Such description shall be legally sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Unit and its appurtenant undivided interest in the Common Elements, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Unit as set forth in this Declaration and on the Condominium Map. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Unit, and a non-exclusive right to use and enjoy the Limited Common Elements, and an exclusive or non-exclusive right to use and enjoy any Limited Common Elements designated for the use of that Unit, subject to all applicable provisions of this Declaration.

3.3. <u>Separate Assessments and Taxation - Notice to Assessor</u>. The Association, to the extent necessary, shall give written notice to the Assessor of Ouray County, Colorado, of the creation of condominium ownership of this Community, as provided by the Act, so that each Unit, together with its undivided interest in the Common Elements, shall be deemed a separate parcel and subject to separate assessment and taxation.

3.4. Unit Boundaries.

3.4.1. <u>Unit Boundaries</u>. The boundaries of each Residential Unit and Commercial Unit are as follows: (a) the upper horizontal boundary of each Unit is the unfinished ceiling as shown on the Map, such that the drywall, concrete or other structural material comprising the ceiling is a part of the Common Elements and the finished surface over such drywall, concrete or other structural material is a part of the Unit; (b) the lower horizontal boundary of each Unit is the unfinished floor of the lowest level of the Unit as shown on the Map, such that the concrete or other structural material comprising the floor is a part of the Common Elements and the finished surface over such concrete or other structural material is a part of the Unit; and (c) the vertical boundary of each Unit is the unfinished surface over such Concrete or other structural material comprising such wall"), such that the drywall, concrete or other structural material comprising such wall is a part of the Common Elements and the finished surface over such Unit is a part of the Unit.

3.4.2. <u>Relocation of Unit Boundaries</u>. Except for Declarant and its exercise of the Reserved Rights and subject to the Town Development Approvals and Requirements, no Owner or Owners may relocate the boundaries of any Unit(s) except by amendment to this Declaration in accordance with the applicable requirements hereof. In addition, except for Declarant and its exercise of

Reserved Rights, any relocation of boundaries shall be done in accordance with the procedures set forth in the Act, in particular Sections 212 and 213. All costs incurred in connection with such relocation of boundaries shall be borne by the Owner or Owners of the affected Units, including all costs incurred by the Association in connection therewith.

3.5. **No Partition of Units or Common Elements**. Except for Declarant and its exercise of the Reserved Rights and subject to the Town Development Approvals and Requirements, no Owner may assert any right or bring any action for partition or subdivision with respect to such Owner's Unit or the Common Elements. By becoming an Owner, each Owner waives any and all rights of subdivision or partition that such Owner may have with respect to such Owner's Unit and/or the Common Elements. This Section shall not, however, limit or restrict the right of the Owners of a Unit to bring a partition action pursuant to Section 38-28-101, et seq., of the Colorado Revised Statutes requesting the sale of the Unit and the division of the proceeds among such Owners; provided that no physical division of the Unit or of the Common Elements shall be permitted as a part of such action and no such action shall affect any other Unit. Any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is appurtenant is void.

3.6. **Encumbrances**. Any Owner shall have the right from time-to-time to Mortgage or encumber his interest in a Unit by a Mortgage or Deed of Trust.

Mechanic's Liens. If any Owner shall cause or permit any material to be furnished to 3.7. such Owner's Unit or any labor or services to be performed therein, neither the Association nor any other Owner of any other Unit shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Unit. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Unit other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is expressly denied. If, because of any act or omission of any Owner, any mechanic's or materialmen's lien or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Unit or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.8. Additions, Alterations or Improvements.

3.8.1. <u>Units</u>. Except for Declarant and its exercise of the Reserved Rights no additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Unit by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board. Without limiting the generality of the foregoing, said restrictions shall apply to and include (a) alteration or change of any structural elements of a Unit, including the roof, (b) painting or other alteration or change of the exterior of a Unit, including doors and windows, (c) alteration or change of any Common Elements (including Limited Common Elements) appurtenant to the Units, or (d) addition, alteration, change or removal of any landscaping. The foregoing restrictions shall not apply to nonstructural additions,

alterations, changes or improvements to the interior of a Unit, that are not visible from outside the Unit, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to a Limited Common Element which have received the prior written approval of the Board of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Common Elements or any part thereof, said Common Elements being the exclusive responsibility and jurisdiction of the Association.

3.8.2. <u>Common Elements</u>. Except for Declarant and its exercise of the Reserved Rights, the Association, through its Board, shall have the right and authority to make any changes, alterations, improvements or additions to the Common Elements, including the Limited Common Elements. No individual Owner shall have any right to do any of such things without the express prior written consent of the Board.

3.9. Association Maintenance Responsibilities.

3.9.1. <u>Common Elements</u>. Subject to the rights and requirements of the Association to allocate Common Expenses among certain Units, and except as such obligations may otherwise be assigned to Owners in Section 3.10 below, the Association shall be responsible for certain aspects relating to the maintaining, repairing, improving, restoring and replacing the General Common Elements and certain aspects of the Limited Common Elements, as follows:

A. The sidewalks, stairs, stairwells, entry features, pathways, platforms and steps and such other pedestrian and vehicular ingress/egress, parking and maneuvering areas, including any and all related mechanical, electrical, plumbing and other service systems and equipment, systems;

Community signage;

B. The landscaping, hardscaping, street and pathway lighting and

C. Snow removal, except that snow removal on patios and decks that have been assigned as a Limited Common Element to a Unit shall be the responsibility of the Owner of the Unit to which the patio and deck has been assigned as a Limited Common Element. The Association shall remove snow from Building roofs as is reasonably required from time to time, the cost of which shall be allocated as an expense to all Owners.

D. The mechanical, electrical, plumbing and other service systems, and all related equipment, systems and facilities whether a General Common Element or Limited Common Element;

E. All structural elements and roofs, siding, foundations, common lighting and utilities and any entry features or signage;

F. Any snow melt systems for the General Common Elements, other than a snow melt system for a deck or patio assigned to a Unit as a Limited Common Element, which shall be the responsibility of the Owner of the Unit; and

G. The painting, staining, chinking or other resurfacing of the exterior surfaces of all walls and facades, exterior doors, windows, decks and balconies of the Units and General Common Elements, including the Limited Common Elements.

3.9.2. Each Unit is subject to an easement for the benefit of the Association and its Board, agents, employees and contractors, for purposes of accomplishing the maintenance and repair rights described in this Section 3.9.

3.9.3. If the need for such maintenance or repair to a Common Element results from the willful or negligent act of or from damage or destruction caused by an Owner or Occupant, the Board shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith.

3.10. **Owner Maintenance Responsibilities**.

3.10.1. Each Owner of a Unit shall be responsible for:

A. Cleaning, sweeping, maintaining, repairing, improving, restoring and replacing as necessary:

(1) All interior elements and features of the Owner's Unit, including, without limitation, appliances, FF&E, personal property, hot tubs, vents, the interior non-supporting walls, improvements, fixtures, equipment, and appurtenances;

(2) All such other areas that have been assigned to the Unit as a Limited Common Element, including, without limitation, the deck and patio assigned to the Unit, including any related snowmelt system and deck/patio covering.

(3) All interior non-supporting walls, improvements, fixtures, equipment, appliances and appurtenances.

B. General cleaning, maintenance and repair of exterior doors and windows, which includes the replacement of cracked, chipped or broken glass (in conformance with the same door or window being replaced), including routine adjustments required to enable the normal, customary operation of the window and door and adequate weather stripping to prevent water intrusion. Except for Declarant and its exercise of Reserved Rights, no changes to or replacement of exterior doors or windows may be made without the prior written approval of the Association.

C. Maintaining, repairing and replacing all rain gutters and down spouts, which tie into an central drainage system.

D. Maintaining, repairing and replacing all snowmelt systems designated within the Unit or located on Limited Common Elements assigned to the Unit, including the replacement of any concrete or other materials affected by such servicing.

E. All elements and finishes associated with decks, railings and patios, including structural components and any damaged concrete.

F. Such other matters as reasonably determined by the Board and uniformly applied to all similarly styled Units.

3.10.2. In addition, each Owner shall be responsible for any damage to other Units or to the Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein.

3.10.3. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners, Guests or Occupants.

3.10.4. If an Owner fails to perform any such maintenance or repair obligations within ten (10) days (or shorter time if circumstances so require) following receipt of a written notice from the Board requesting the same, the Board shall have the right to enter upon the Owner's Unit to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith.

3.10.5. Each Unit is subject to an easement for the benefit of the Association and its Board, agents, employees and contractors, for purposes of accomplishing the maintenance and repair rights described in this Section 3.10.

3.10.6. In the event of a conflict between the responsibilities of the Association under Section 3.9 and an Owner under Section 3.10, the Board shall reasonably determine the party responsible.

3.11. <u>Standard of Care</u>. The Association and the individual Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. Except for Declarant and its exercise of Reserved Rights, all repairs and replacements within the Community shall be substantially similar to the original construction and craftsmanship and shall be of first-class quality.

3.12. <u>Emergency Maintenance and Repair</u>. In the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of Persons or property within the Community or which conditions affect the common usage of Common Elements or inconvenience the Owners, the Board shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property, including the right to gain reasonable access to a Unit to complete this work.

3.13. <u>Compliance with Laws</u>. No Owner or Occupant shall do any act or cause or permit anything to be done or kept in or upon its Unit, or any Common Elements, which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.14. <u>Use and Occupancy of the Residential Unit</u>.

3.14.1. Each Residential Unit shall be occupied and used for residential purposes, only in conformance with the Town Development Approvals and Requirements. No business, professional or other non-residential or commercial use shall be made within any Residential Unit except as allowed by this Declaration and the Town Development Approvals and Requirements. Home occupations may be allowed if approved by the Board on a case by case basis and if allowed by the Town Development Approvals and Requirements.

3.14.2. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves to itself and its employees, agents and contractors the right to perform such activities within the Community and the right to maintain therein such facilities as Declarant deems reasonably necessary or incidental, for purposes of completing the development and sale of Units in the Community, specifically including without limitation the maintenance of business and/or sales offices, storage areas, signs, model units, parking areas and lighting facilities.

3.15. <u>Use and Occupancy of the Commercial Units</u>.

3.15.1. Subject to the provisions of this Section 3.15, each Commercial Unit shall be occupied and used for any and all lawful purposes allowed by the Town Development Approvals and Requirements.

3.15.2. Without limiting any other rights or obligations hereunder, the following uses of Commercial Units, including appurtenant Limited Common Elements, are specifically prohibited:

(a) Bar, nightclub or dance hall; *provided*, *however*, a bar located within a restaurant shall be permitted;

(b) Massage parlor, adult book and/or video store or businesses with nude or topless acts or employees; and

(c) Uses and activities arising in connection with any and all growing, storing, maintaining, selling, distributing or using marijuana, including, without limitation, any such activities relating to a medical marijuana dispensary or any enterprise that in any way grows, cultivates distributes, transmits, gives, dispenses, supplies and/or otherwise provides marijuana to any person for any purposes, including, without limitation, for routine marijuana sales and distribution and/or any "medical use of marijuana" within the meaning of any applicable federal, state or local law, without regard to whether or not the marijuana is being distributed, transmitted, given, dispensed, cultivated, supplied or provided for cash, credit, barter or otherwise and/or for no consideration.

3.15.3. Commercial Units shall comply with all state and local regulations applicable to such Units. Any commercial operation shall conduct its operations wholly within the confines of said Commercial Unit and its appurtenant Limited Common Elements unless the Board permits use of the General Common Elements for commercial purposes.

3.15.4. <u>Changes to Rights of Commercial Unit Owners</u>. Neither the Association nor any Owner may take any action or adopt any Rule that will interfere with or diminish any right of the Owner of a Commercial Unit under this Section 3.15 without the prior written consent of the Owner of the Commercial Unit.

3.16. <u>Use and Occupancy of the Employee Housing Units</u>. All Employee Housing Units shall be occupied and used for any and all lawful purposes allowed by the Town Development Approvals and Requirements.

3.17. Vehicle Parking, Storage, Operation and Repair.

3.17.1. Parking Spaces may be used only for purposes of parking motor vehicles and not for storage or other non-conforming purposes.

3.17.2. Motorized vehicles of any kind shall only be parked or stored in designated Parking Spaces.

3.17.3. No boats, trailers, buses, motor homes, mobile homes, campers (on or off supporting vehicles), motorcycles, off-road-motorcycles, snowmobiles, recreational vehicles, all-terrain vehicles, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked or stored in the Community except as approved in advance by the Board.

3.17.4. No motorized vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt in the Community.

3.17.5. An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current motor vehicle license or which is not capable of being driven under its own propulsion or which does not have an operable propulsion system within the vehicle. In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), thereafter, the Board (as the case may be) shall have the right to remove the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the owner of the vehicle if the vehicle is located on a roadway, or at the sole expense of the Owner on which the vehicle is located, all without liability on the part of the Board.

3.17.6. The Board may cause any unauthorized vehicle parked in the Community to be immediately towed at the cost and expense of the owner of the unauthorized vehicle.

3.17.7. The Board may adopt additional Rules restricting an Owner's ability to lease or otherwise transfer its interest in an LCE Parking Space or Parking Unit.

3.18. <u>Pets</u>.

3.18.1. An Owner of a Unit or a Guest may keep a maximum of no more than a total of two domesticated household pets (e.g. either dogs or cats) in their Unit, so long as such dog or cat is not kept for any commercial purpose and does not cause noise or odor, or does not otherwise become a nuisance or threat to other Owners or Occupants. The Board has the authority to adopt Rules which may further govern or restrict the ability of an Owner to keep Pets in their Unit. The foregoing shall not limit or restrict the right of an Owner to have fish, birds and similar species in their Unit, provided that they are in a controlled environment.

3.18.2. No Occupant, other than the Owner of the Unit shall be allowed to have a pet in a Unit unless the Board adopts Rules allowing such usage by an Occupant other than the Owner.

3.18.3. Contractors and subcontractors may not bring dogs or other pets into the Community.

3.18.4. A permitted dog or cat must be restrained at all times within the Owner's or Occupant's Unit, and shall not be permitted outside such Unit except when leashed and accompanied by the pet's owner or the owner's representative. Each dog or cat shall be properly immunized and otherwise maintained and cared for as required by applicable laws. An Owner shall promptly clean up after their pet.

3.18.5. The Owner of a Unit where a dog or cat is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of the Owner's Unit and of streets, sidewalks, Common Elements or other Units as necessitated by such pet.

3.18.6. The Board shall be responsible for enforcing the restrictions set forth in this Section, and shall have, and is hereby given, the right and authority to determine in its sole discretion that any one or more dogs or cats are being kept for commercial purposes, or are being kept in excessive numbers, or are causing an unreasonable amount of noise or odor, or are otherwise a nuisance to other Owners or Occupants, or that an Owner or Occupant is otherwise in violation of this Section, and to take

such action or actions as it deems reasonably necessary to remedy the violation, including without limitation the levying of fines and/or Reimbursement Assessments as provided in this Declaration. Also without limiting the generality of the foregoing, the Board may require the owner or custodian of a dog that barks or howls excessively, or of a dog or cat that exhibits threatening behavior or that has other offensive habits or that otherwise violates the restrictions set forth in this Section, to confine such animal indoors, or to permanently remove such animal from the Community, and may adopt Rules governing pets.

3.19. <u>Leasing of Units</u>. Any Owner shall have the right to Lease his/her Unit under the following conditions:

3.19.1. The leasing of a Unit for Long Term Rentals or Short-Term Rentals shall be subject to in all respects and governed by the provisions of the Condominium Documents and the Town Development Approvals and Requirements.

3.19.2. Each Owner who leases a Unit for Long Term Rentals or Short-Term Rentals purposes shall be responsible for assuring compliance by the Occupant with all of the provisions of the Condominium Documents and the Town Development Approvals and Requirements and shall be jointly and severally responsible with the Occupant for any violations thereof by the Occupant. Any failure by the Occupant to comply with any of the Condominium Documents, in any respect, shall be a default by Occupant and Owner under the Condominium Documents which may be enforced against the Occupant and/or Owner by the Board.

3.20. <u>Annoying Light, Sound or Odor</u>. All exterior lighting installed or maintained on any Unit shall be consistent with the Town Development Approvals and Requirements. The use of the Units shall be subject to any applicable Town Development Approvals and Requirements that relate to noise or odor.

3.21. <u>No Hazardous or Unsafe Activities</u>. No activity shall be conducted on, and no improvement shall be constructed on, any property within the Community which is or might be unsafe or hazardous to any person or property.

3.22. <u>No Firearms</u>. The discharge of firearms, including but not limited to BB guns and pellet guns, upon or within any part of the Community (including the Units) is expressly prohibited.

3.23. <u>Garbage and Trash</u>. With the exception of dumpsters or other trash receptacles provided by the Association on Common Elements, no refuse, garbage, trash, grass, shrub, or tree clippings, plant waste, scrap, rubbish, or debris of any kind shall be kept, stored, maintained or allowed to accumulate or remain anywhere within the Community.

3.24. **<u>Right of Entry</u>**. During reasonable hours and upon reasonable notice to the Owner or Occupant of a Unit, any member of the Board, and any authorized representative of the Board shall have the right to inspect any exterior portion of a Unit's Limited Common Elements and, with the permission of the Owner or Occupant, the interior portion of the Unit. In the case of emergency, no notice or permission shall be required to inspect the interior of a Unit. The purpose of any such inspection shall be to ascertain whether or not the provisions of this Declaration have been or are being complied with, or for the purpose of exercising any rights or performing any responsibilities (maintenance, repair, etc.) established by this Declaration and such individuals shall not be deemed guilty of trespass by reason of such entry. For purposes of this section, "emergency" shall mean circumstances posing an imminent threat of injury or damage to persons or property.

3.25. <u>Association Landscaping</u>. All landscaping located on the Common Elements shall be the responsibility of the Association, and no Owner or Occupant shall perform any landscaping activities within the Community (including without limitation the planting, grooming or removal of grass, trees, bushes or other vegetation, or the planting or tending of gardens).

3.26. <u>Signs and Advertising</u>. Any exterior signs, posters, billboards or advertising devices shall conform with the Town Development Approvals and Requirements and this Declaration.

3.27. <u>Flags or Displays</u>. Any exterior flags or other displays displayed in the Community shall conform with the Town Development Approvals and Requirements and the Act.

3.28. <u>Health, Safety and Welfare, Rules</u>. In the event any uses, occupancies, activities, and facilities within the Community are deemed by the Board to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board may adopt reasonable Rules of general application in order to appropriately restrict and regulate such uses, occupancies, activities or facilities within the Community. Such Rules shall be consistent with the purposes, provisions and limitations of this Declaration.

3.29. <u>View Impairment</u>. Neither the Declarant nor the Association, guarantee or represent that any view over and across the Community from their Unit and/or the Common Elements, will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping except as otherwise required under a separate covenant or agreement. The Association shall have the right to add trees and other landscaping to the Common Elements. There shall be no express or implied easements for view purposes or for the passage of light and air.

3.30. **Variances**. The Board may, in its sole discretion and in extenuating circumstances, grant variances from any of the restrictions set forth in this Article 3, if the Board determines, in its discretion, (a) either (i) that a particular restriction creates a substantial hardship or burden on an Owner or Occupant, which hardship or burden was not caused by said Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete, and (b) that the activity permitted under the variance, in the judgment of the Board, will not have any material adverse effect on the Owners and Occupants of the Community, and is consistent with the high quality of living intended to be promoted hereby throughout the Community. When an Owner applies for a variance, the Board must give reasonable notice of the variance hearing to all Owners of Units in the Community. No variance shall conflict with ordinances or regulations of the Town of Ridgway. If a variance from Town laws or regulations is also required in connection with a matter for which a variance is desired hereunder, it shall be the Owner's responsibility to obtain such Town variance before submitting a variance application to the Board.

Notwithstanding the foregoing provisions of this Article Three, except for restrictions placed upon it by Town, Declarant shall be exempt from the restrictions in this Article Three to the extent that it impedes, in Declarant's sole discretion, its development, construction, sales, marketing or leasing activities.

ARTICLE FOUR EASEMENTS

The following "**Easements**" are hereby established by Declarant for the purposes stated and for the parties indicated. Declarant reserves the right to modify the location and/or use of any of the Easements identified in this Article Four or anywhere else in this Declaration or on the Map. Declarant also reserves the right to expand the Persons who may use the Easements. Declarant also reserves the right to transfer and assign its rights under the Easements established in this Article Four to such Persons determined by Declarant, which assignment shall be made in writing and recorded in the Official Records.

4.1. Blanket Association Utility Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees and assigns and also its designees (such as a Unit Owner) a perpetual, non-exclusive blanket easement over, across, upon and under the Common Elements and under the Units for the construction, installation, operation, maintenance, servicing, repair, removal and replacement of utilities and utility lines, pipes, wires, circuits, conduits, meters, facilities and systems for the benefit of the Community or any part thereof, including but not limited to water, sewer, gas, telephone, internet, electricity, elevators, cable TV and other master TV and communication systems, as well as for drainage and stormwater management, if any, together with an easement for access, ingress and egress to accomplish such purposes, and together with the right to grant any such easement rights to utility companies. The Association or other person or entity exercising such utility easement rights shall be obligated to restore, reseed, replant and/or re-landscape the surface of any disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility work, and shall be further obligated to exercise such easement rights at such times and in such manner as to interfere as little as reasonably possible with the occupancy, use and enjoyment of the Units by the Owners and Occupants thereof. Nothing granted herein shall authorize or empower the Association to damage or unreasonably affect the existence, use and enjoyment of any Unit in the event a utility allowed under this Section 4.1 is located in or under a Unit.

4.2. **Declarant Easement over Common Elements**. There is hereby created, granted and reserved to Declarant and its successors and assigns as well as its designees a non-exclusive easement over, across, upon and under all Common Elements (including without limitation all easements benefiting the Association), including a right of access, ingress and egress thereto, and a right to use such Common Elements and each and every part thereof for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Community and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declarant obligations relating to the Community.

4.3. <u>Association Administrative Easement over Common Elements</u>. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement over, across, upon and under the Common Elements and a right to use the Common Elements for purposes of enabling the Association to perform its various responsibilities and to exercise its various rights under this Declaration.

4.4. Association Easement in Units for Maintenance, Repair and Emergencies. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement and right to enter upon all of the Units as reasonably necessary for the performance of the Association's rights and responsibilities under this Declaration and for the making of emergency repairs or reconstruction to the Building, the Units, and/or the Common Elements. For routine maintenance and non-emergency repairs, entry to a Unit shall be made only on a regular business day during regular business hours, after giving at least one day's notice in writing to the Owner. In case of emergency, where there is an imminent threat of damage or injury to person or property, entry shall be made at any time without notice or permission. The Board is hereby granted the authority to use such reasonable force as may be necessary under the circumstances to gain entry into a Unit in case of an emergency, if no other reasonable means of entry is available. The Association shall be responsible for the cost and expense of repairing all damages to property occurring as a result of such forcible entry, which costs shall be considered Common Expenses, unless the emergency and/or damage results from the willful act or negligence of an Owner or Occupant, in which event such Owner shall be solely responsible for the costs of repairing/restoring such damage. These costs can be levied, assessed and collected by the Board as a Reimbursement Assessment pursuant to the provisions of this Declaration.

4.5. Support and Encroachment Easements. Each Unit is subject to a blanket easement for support. Each Owner has an easement upon an adjoining Unit or Common Element for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repair, settlement or shifting or movement of the Buildings, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachments occur due to the willful misconduct of an Owner. In the event a structure is partially or totally destroyed, and then repaired or rebuilt in substantially the same manner as originally constructed, the Owners agree that minor encroachments upon an abutting Unit or Common Element shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for purposes of marketability of title or other purposes. In interpreting any and all provisions of this Declaration or of deeds, mortgages, deeds of trust or other security instruments relating to Units, the actual location of a Unit shall be conclusively deemed to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Unit as indicated on the Condominium Map.

4.6. <u>Blanket Emergency Services Easement</u>. There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons now or hereafter serving the Community and its Owners and Occupants, a perpetual, non-exclusive blanket Emergency Services Easement over, upon, along and across all properties and areas within the Community, for use in the lawful performance of their duties.

4.7. <u>Other Easements</u>. The Map may show specific easements that are intended to be created, granted and reserved for the use and benefit of the particular Owner(s) of the Unit(s) and/or the Association as indicated and designated on the Map. Each such easement indicated on the Map is hereby established by the Declarant for the purposes established herein and on the Map, which easement shall be a perpetual, non-exclusive easement over, upon, along and across that portion of the Community depicted on the Map.

4.8. <u>Reservation of Uses</u>. Declarant reserves the right for the Owner of a Unit burdened by an easement on their Unit as provided for in this Article Four ("**Reserved Easements**"), for such Owner and the Owner's successors, transferees, designees and assigns, the right to use and enjoy the portion of the Unit covered by the Reserved Easements for all lawful and desired purposes, so long as it does not interfere with the easement right granted.

ARTICLE FIVE COMMON ELEMENTS

5.1. Use and Enjoyment of Common Elements. Except as otherwise provided in this Declaration (including Declarant's Reserved Rights), each Owner shall have the non-exclusive right to use and enjoy the Common Elements, other than the Limited Common Elements, in common with all other Owners (a) for all purposes for which such Common Elements were established, and (b) as required for purposes of access and ingress to and egress from (and use, occupancy and enjoyment of) any Unit owned by the Owner or Common Elements available for the Owner's use. This right to use and enjoy the Common Elements shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and shall be appurtenant to each Unit, subject at all times to the provisions of this Declaration, the Articles and Bylaws, and any Rules adopted by the Board from time to time. Except for

Declarant in its exercise of Reserved Rights hereunder, no Owner or Occupant shall place any structure or improvement whatsoever upon the Common Elements, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to or use of all parts of the Common Elements (excepting Limited Common Elements) by all Owners and by the Association.

5.2. <u>Association May Regulate Use of Common Elements</u>. The Association, acting through the Board, shall have the right and authority to regulate the use of the Common Elements (including the Limited Common Elements) by the promulgation, enforcement and interpretation from time to time of such Rules relating thereto as the Association considers necessary or appropriate for the protection and preservation of the Common Elements and the enhancement of the use and enjoyment thereof by the Owners and Occupants. No such regulation by the Association shall affect Declarant's Reserved Rights hereunder.

5.3. **Owner Liability for Owner or Occupant Damage to Common Elements**. Each Owner shall be liable to the Association for any damage to Common Elements or for any expense, loss or liability suffered or incurred by the Association in connection with the Common Elements arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any provisions of this Declaration, or code, including without limitation any environmental law, or of any provisions of this Declaration, or any Rules relating to the Common Elements. Each Owner shall indemnify, defend and hold the Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b) immediately above. The Association shall have the power to levy and collect a Reimbursement Assessment against an Owner to recover the costs, expenses, damage, losses or liabilities incurred by the Association as a consequence of any such negligence, willful misconduct or violations by the Owner or the Owner's Occupant.

5.4. **Damage or Destruction to Common Elements**. In the event of damage to or destruction of the Common Elements, including Improvements thereon, by fire or other casualty, the Association shall repair or replace the same in accordance with the provisions of Article 7 below. Repair, reconstruction, or replacement of Common Elements shall be accomplished under such contracting and bidding procedures as the Association shall determine to be appropriate, and shall be performed at such times and in such manner as to interfere as little as reasonably possible with the occupancy, use and enjoyment of undamaged Units by the Owners and Occupants thereof. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, improvement, and operation of Common Elements or for any other use deemed appropriate by the Board.

ARTICLE SIX ASSOCIATION

6.1. <u>Association; General Powers</u>. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Elements, the levying and collection of Assessments for Common Expenses and other expenses of the Association shall have all of the powers, authority and duties as may be necessary or appropriate for the management of the business and affairs of the Community, including without limitation all of the powers, authority and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in the Act. The Association shall have the power to assign its right to future income, including the right to receive

Common Expense assessments, but only upon the affirmative vote of the Owners of Units to which at least 51 percent of the weighted votes in the Association are allocated. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws.

Association Board. The affairs of the Association shall be managed by the Board. 6.2. Until the expiration of the period of Declarant control as described in Section 6.7 below, the Board shall consist of three (3) members with each member entitled to one non-weighted vote. After expiration of the Declarant control period, the Board will consist of three (3) members, with two (2) members elected by the Owners of Residential Units and one (1) member elected by the Owners of Commercial Units. Each Board member shall have one non-weighted vote. A quorum shall be deemed present throughout any meeting of the Board if persons entitled to cast at least 51% percent of the votes on the Board are present at the beginning of the meeting or grant their proxy as provided in C.R.S. Section 7-128-205(4). With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board or any committee thereof shall be open to attendance by all Members of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board shall be made reasonably available for examination by all Members of the Association or their representatives. The Board shall have all of the powers, authority and duties granted or delegated to it by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles or Bylaws. Except as provided in the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles or Bylaws, the Board may act in all instances on behalf of the Association. The Board may not, however, act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Board members, but the Board may fill vacancies in its membership for the unexpired portion of any term. The Board may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association. No member of the Board and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions.

Notwithstanding any provision of the Condominium Documents to the contrary, only the director elected by the Owners of the Commercial Units may vote on matters put to the Board that concern solely the Commercial Units, and only the directors elected by the Owners of the Residential Units may vote on matters put to the Board that concern solely the Residential Units. All directors shall vote on matters concerning both the Residential Units and the Commercial Units and matters that cannot be clearly categorized as affecting only the Residential Units or the Commercial Units exclusively.

6.3. <u>**Rules**</u>. The Condominium Documents establish a framework of covenants and conditions that govern the Community. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Community. Therefore, the Board and the Association's membership are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 6.4. Generally, Rules are intended to enable the interpretation and implementation of this Declaration, the operation of the Association, and the use and enjoyment of the Common Elements (including Limited Common Elements).

6.3.1. **Board Authority**. Subject to the notice requirements and the Board's duty to exercise reasonable judgment and reasonableness on behalf of the Association and its Members, the Board, at an open meeting of the Board, may, by Resolution, adopt new Rules and modify, amend, supplement or rescind existing Rules by majority vote of the directors at any Board meeting.

6.3.2. <u>Membership Authority</u>. Subject to the notice requirements in subsection 6.3.3 below, Owners entitled to cast more than 51% of the weighted votes in the Association may also adopt new Rules and Regulations and modify or rescind existing Rules and Regulations at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted. However, as long as Declarant membership exists, any such action shall also be subject to the Declarant's approval. In no event shall any new or amended Rules and Regulations place additional restrictions on the Commercial Unit without the express approval of the Owner of the Commercial Unit.

6.3.3. <u>Notice</u>. The Board shall send notice to all Owners concerning any proposed Rule change at least five (5) business days prior to the meeting of the Board or the membership at which such action is to be considered. At any such meeting, Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote. This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Common Elements, notwithstanding that such policies may be published as part of the Rules.

6.3.4. <u>Effective Date</u>. A Rules change adopted under this Section 6.3 shall take effect thirty (30) days after the date on which written notice of the Rules change is given to the Owners. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules, and each Owner shall see that Occupants claiming through such Owner comply with such Rules. Such Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. Such Rules may establish penalties (including the levying and collection of fines) for the violation of such Rules or of any provision of this Declaration, the Articles, or the Bylaws.

6.3.5. <u>Conflicts</u>. In the event of a conflict between the Rules and any provision of this Declaration, this Declaration shall control.

6.3.6. <u>Owners' Acknowledgment and Notice to Purchasers</u>. By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Unit is limited and affected by the Rules, which may change from time to time. All Unit purchasers are hereby notified that the Association may have adopted changes to the Rules and that such change may not be set forth in a recorded document. A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

6.4. <u>Protection of Owners and Others</u>. Except as may be set forth in this Declaration (either initially or by amendment) all Rules that may be adopted by the Board shall comply with the following provisions:

6.4.1. <u>Similar Treatment</u>. Similarly situated Units shall be treated similarly.

6.4.2. <u>Holiday, Religious and other Displays</u>. No Rule shall abridge an Owner's right to display religious or holiday symbols and decorations on his or her Unit of the kinds normally displayed in single-family residential neighborhoods. The Board may regulate or prohibit signs or displays, the content or graphics of which the Board deems to be obscene, vulgar, or similarly disturbing to the average person.

6.4.3. **Displays of American Flags**. No Rule shall abridge an Owner's right display of the American flag in that Owner's Unit, in a window of the Owner's Unit, or on a balcony adjoining the owner's Unit if the American flag is displayed in a manner consistent with the federal flag code, P.L. 94-344; 90 Stat. 810<u>; 4 U.S.C. Section 4 to Section 10</u>. The Association may adopt reasonable rules

regarding the placement and manner of display of the American flag. The Association rules may regulate the location and size of flags and flagpoles, but shall not prohibit the installation of a flag or flagpole.

6.4.4. <u>Displays of Service Flags</u>. No Rule shall abridge an Owner's right display a service flag bearing a star denoting the service of the Owner or a member of the Owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the Owner's Unit. The Association may adopt reasonable rules regarding the size and manner of display of service flags; except that the maximum dimensions allowed shall be not less than nine inches by sixteen inches.

6.4.5. **Displays of Political Signs**. No Rule shall abridge an Owner's right display of a political sign by an Owner in that Owner's Unit, in a window of the Owner's Unit; except that an Association may prohibit the display of political signs earlier than forty-five (45) days before the day of an election and later than seven (7) days after an election day. An Association may regulate the size and number of political signs that may be placed on an Owner's property if the Association's regulation is no more restrictive than any applicable Town or county ordinance that regulates the size and number of political signs on residential property. If the Town or county does not regulate the size and number of political signs on residential property, the Association shall permit at least one political sign per political office or ballot issue that is contested in a pending election, with the maximum dimensions of thirty-six inches by forty-eight inches, on an Owner's property. As used in this Section, "political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

6.4.6. <u>Household Composition</u>. No Rule shall interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Unit size.

6.4.7. <u>Activities within Residential Units and Employee Housing Units</u>. No Rule shall interfere with the activities carried on within a Residential Unit or Employee Housing Unit, except that the Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities within Residential Units and the Employee Housing Unit that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

6.4.8. <u>Leasing and Transfer of Units</u>. No Rule shall prohibit leasing or transfer of any Unit or require approval prior to leasing or transferring a Unit that are inconsistent with the Town Development Approvals and Requirements and this Declaration, in particular the requirements concerning use and leasing of Units as provided for in Section 3.19.

6.4.9. <u>Abridging Existing Rights</u>. No Rule shall require that an Owner dispose of personal property kept in or on a Unit in compliance with the Rules in effect at the time such personal property was brought onto the Unit. This exemption shall apply only during the period of such Owner's ownership of the Unit and shall not apply to subsequent Owners who take title to the Unit after adoption of the Rule.

6.4.10. <u>Declarant Rights</u>. No Rule may impede Declarant's Reserved Rights to develop, construct, market, sell or lease the Community, as determined by Declarant in its sole discretion.

6.4.11. <u>Commercial Unit Rights</u>. No Rule may affect any right granted to the Owner of a Commercial Unit as further described in Section 3.15 above.

6.4.12. <u>Interference with Easements</u>. No Rule may unreasonably interfere with the exercise of any easement established by this Declaration or otherwise existing by separate document or instrument.

6.5. <u>Membership in Association</u>. There shall be one Membership in the Association for each Unit within the Community. The person or persons who constitute the Owner of a Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "Member" of the Association with respect to that Unit, and the Membership appurtenant to that Unit shall automatically pass with fee simple title to the Unit. Membership in the Association shall not be assignable separate and apart from fee simple title to a Unit, and may not otherwise be separated from ownership of a Unit.

Voting Rights of Members. Each Unit in the Community shall have one vote in the 6.6. Association which shall be weighted in accordance with the Allocated Interests as will be set forth on Exhibit B to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Occupants of Units shall not have voting rights. If title to a Unit is owned by more than one (1) person, such persons shall collectively cast their allocated votes. If only one of the multiple Owners of a Unit is present at the Association meeting, such Owner is entitled to cast the votes allocated to that Unit. If more than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. In the event of a protest being made by one or more multiple Owners and a majority of the multiple Owners of the Unit cannot agree on how to cast their votes, any votes cast for that Unit shall be null and void with regard to the issue being voted upon. Such multiple Owners and their Unit shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon. A quorum is deemed present throughout any meeting of the Members of the Association if persons entitled to cast at least 30% of the weighted votes in the Association are present, in person or by proxy, at the beginning of the meeting. Provided a quorum of weighted votes is present in person or by proxy, the affirmative vote of a majority of the weighted votes so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles, or the Bylaws. The votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of a vote by the other Owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

6.7. <u>Period of Declarant Control of Association</u>.

6.7.1. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Board and the officers of the Association during the period commencing upon the recording of this Declaration and terminating no later than the earlier of (a) 60 days after conveyance of 75 percent of the Units that may be created to Unit Owners other than Declarant, (b) 2 years after the last conveyance of a Unit by the Declarant in the ordinary course of business, or (c) 2 years after any right to add new Units was last exercised by Declarant.

6.7.2. During said period of Declarant control of the Association:

6.7.2.1. Not later than 60 days after conveyance of 25 percent of the Units that may be created to Unit Owners other than Declarant, at least one member and not less than 25 percent of the members of the Board must be elected by Unit Owners other than Declarant.

6.7.2.2. Not later than 60 days after conveyance of 50 percent of the Units that may be created to Unit Owners other than Declarant, not less than 33-1/3 percent of the members of the Board must be elected by Unit Owners other than Declarant.

6.7.3. At any time prior to the termination of the period of Declarant control of the Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board, but in such event Declarant may require for the duration of the period of Declarant control of the Association, that specified actions of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board or the Association.

6.8. <u>Community Technology</u>.

6.8.1. <u>Community Systems</u>. Declarant may provide, or may enter into and assign to the Association or cause the Association to enter into contracts with other Persons to provide, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community ("Community Systems"). Any such contracts may provide for installation, operation, management, maintenance and upgrades or modifications to the Community Systems as the Declarant determines appropriate. The Association or Declarant may provide for access to any such Community Systems for all Units as a Common Expense. If particular services or benefits are provided to particular Owners or Units at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the charges as a Regular Assessment or a Special Assessment and pay such charges to the provider on behalf of the Owners, as the Board deems appropriate.

6.8.2. **Opportunities for Community Interaction**. The Association may make use of computers, the Internet, and expanding technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may create and maintain a community intranet or Internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and occupants to interact and participate in Association-sponsored activities. To the extent permitted by the Act, and unless otherwise specifically prohibited in the Condominium Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means The foregoing is not intended to authorize the termination of any of the documents or instruments relating to the Town Development Approvals and Requirements, which may only be modified or terminated, if at all, pursuant to the terms and conditions provided for in such agreements or instruments and by the Town Laws and Town Development Approvals and Requirements.

ARTICLE SEVEN INSURANCE

7.1. **Insurance Requirements**. The following types of insurance shall be obtained, maintained and kept in full force and effect at all times by the party assigned the responsibility for obtaining such coverage. The cost of any coverage required to be obtained by the Association shall be paid by the Association and allocated to the benefitted owners of Units as a Common Expense.

7.1.1. <u>Casualty Insurance</u>.

A. The Association shall obtain, maintain and keep in full force and effect property casualty/damage insurance on the Units and the Common Elements. The insurance shall include the finished interior surfaces of the walls, floors and ceilings. Such insurance shall be for broad form covered causes of loss, including casualty, fire, and extended coverage insurance including, if available at a reasonable cost, coverage for vandalism and malicious mischief. Such insurance shall be for the full insurable replacement cost of the Units and other insured property, less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies.

B. The Owner of each Residential Unit, Employee Housing Unit and Commercial Unit shall obtain, maintain and keep in full force and effect "contents insurance" covering damages attributable to theft, fire or other casualty on all furniture, fixtures, equipment and other personal property kept, included or otherwise maintained in their respective Unit at such Owners cost and expense.

7.1.2. <u>Liability Insurance</u>. The Association shall obtain, maintain and keep in full force and effect comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements and covering public liability or claims of liability for injury to persons and/or property, and death of any person or persons. Such liability insurance shall, to the extent reasonably obtainable, (a) have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; (b) insure the Board, the Association and its officers, and their respective employees, agents and all persons acting as agents and the Managing Agent; (c) include the Owners as additional insured's, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements; (d) cover claims of one or more insured parties against other insured parties; and (e) be written on an occurrence basis.

7.1.3. <u>Worker's Compensation</u>. The Association may, in its discretion, obtain a Worker's Compensation policy, if necessary, to meet the requirements of law.

7.1.4. <u>Directors and Officers Liability Insurance</u>. The Association may, in its discretion, carry directors and officer's liability insurance in such amounts as the Board may deem appropriate.

7.1.5. <u>Fidelity Insurance</u>. The Association shall obtain and maintain fidelity insurance coverage for the Board, the Association and its officers, and their respective employees, agents and all persons acting as agents and the Managing Agent.

7.1.6. <u>Other Insurance</u>. The Association may, in its discretion, obtain such other insurance in such amounts as the Board shall determine, from time to time, to be appropriate to protect the Association or the Owners, or as may be required by the Act.

7.1.7. <u>Annual Review</u>. The Board shall revisit the insurance coverage requirements at least every year to determine if any changes to the nature or amounts of the coverage's is necessary and appropriate.

7.2. General Provisions Respecting Insurance.

7.2.1. Insurance policies carried pursuant to Section 7.1 above shall provide that (i) each Owner is an insured person under the policy with respect to liability arising out of such Owner's

interest in the Common Elements or membership in the Association; (ii) the insurer waives its rights of subrogation under the policy against the Association, each Owner, and any person claiming by, through, or under such Owner or any other director, agent or employee of the foregoing; (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (d) if at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall be the primary insurance. An insurer that has issued an insurance policy for the insurance described in Sections 7.1 above shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last-known addresses. In addition, to the extent available at reasonable cost and terms, all Association insurance shall:

A. be written with a company authorized to do business in Colorado which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

B. be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members;

C. contain an inflation guard endorsement;

D. include an agreed amount endorsement, if the policy contains a co-

insurance clause;

E. provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Association;

F. include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Association and allowance of a reasonable time to cure the defect or violation.

7.2.2. In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insured's and provide:

A. a waiver of subrogation as to any claims against the Association's directors, officers, employees, and Managing Agent;

B. a waiver of the insurer's right to repair and reconstruct instead of paying

cash;

C. an endorsement excluding Owners' individual policies from

consideration under any "other insurance" clause;

D. an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

E. a cross liability provision; and

F. a provision vesting in the Board exclusive authority to adjust losses. However, Mortgagees having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

7.2.3. Any loss covered by the property insurance policy carried by the Association pursuant to Section 7.1 above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, the Owners, and lienholders as their interests may appear. Subject to the provisions of Section 38.33.3-313(9) of the Act, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, the Owners, and lienholders are not entitled to receive payments of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely restored or the Community is terminated. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration for all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each affected Owner a pro rata share of any deductible paid by the Association.

7.2.4. Insurance policies and insurance coverage shall be reviewed at least annually by the Board to ascertain whether coverage under the policies is sufficient in light of the current values of the insured property and in light of the possible or potential liabilities of the Association and other insured parties. In no event shall insurance coverage obtained or maintained by the Association obviate the need for Owners and Occupants to obtain insurance for their own benefit.

7.2.5. The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.1. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Reimbursement Assessment.

7.3. <u>Nonliability of Association and Board</u>. Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Board member, shall be liable to any Owner, Occupant, mortgagee or other person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Occupant to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Occupant may desire.

7.4. <u>Premiums</u>. Premiums for insurance policies purchased by the Association and other expenses connected with acquiring such insurance shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances, or Common Elements, by an Owner or Occupant, may at the Board's election, be assessed against that particular Owner and his Unit as a Reimbursement Assessment.

7.5. **Insurance Claims**. The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard, and may, in its discretion, appoint an authorized representative, or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Association.

7.6. <u>Benefit</u>. Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Owners, or the Occupants, as their interests may appear.

7.7. <u>Other Insurance to be Carried by Owners</u>. Insurance coverage on the Units, improvements, furnishings and other items of personal property belonging to an Owner or Occupant, and public liability insurance coverage within and upon each Unit and any Limited Common Elements designated for that Unit shall be the responsibility of the Owner or Occupant of the Unit. Such policies shall conform to the requirements of this Article 7.

7.8. Damage to Community. Any portion of the Community for which insurance is required under Section 38-33.3-313 of the Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (a) the Community is terminated; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (c) 67 percent of the Unit Owners, including owners of every Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged property to a condition compatible with the remainder of the Community, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt must be distributed to the Owners of those properties, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Unit Owners or lienholders as their interests may appear in proportion to the Common Elements interests of the Units. In the event of damage to or destruction of all or a portion of the Common Elements due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for such damage, may levy a Reimbursement Assessment against the Owner or group of Owners responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment shall be due and payable as provided by resolution of the Board, but not sooner than 60 days after written notice thereof. The Assessment provided for herein shall be a debt of each Unit Owner assessed and a lien on his Unit, and may be enforced and collected in the same manner as any Assessment Lien provided for in this If the entire damaged property is not repaired or replaced, the insurance proceeds Declaration. attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the Community. No distributions of insurance proceeds shall be made unless made jointly payable to the Unit Owners and First Mortgagees of their respective Units, if any.

ARTICLE EIGHT LIMITED LIABILITY

Neither the Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Association, nor the Managing Agent shall be liable to any Owner or Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Association and the Board shall not be liable to any Owner or Occupant or other person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Association and the Board against claims, damages or other liabilities resulting from such good faith action or failure to act.

ARTICLE NINE ASSESSMENTS

9.1. Assessment Obligation. Each Unit Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (a) Regular Assessments or charges, (b) Special Assessments, and (c) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "Assessments"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Unit against which each such Assessment is charged. The obligation for such payments by each Unit Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Unit Owner is liable for Assessments made against such Owner's Unit during his period of ownership of the Unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each person who was an Owner of such Unit at the time when the Assessment became due. Upon the transfer of title to a Unit, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter. Assessments attributable to a Unit shall begin to accrue at such time as the Unit is made subject to this Declaration.

9.2. <u>Statutory Lien</u>. The Association has a statutory lien pursuant to §38-33.3-316 of the Act on the Unit of an Owner for all Assessments levied against such Unit or fines imposed against such Unit's Owner from the time the Assessment or fine becomes due ("Assessment Lien"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to the Act or this Declaration are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board's acceleration of installment obligations.

9.3. <u>Lien Superior to Unit and Other Exemptions</u>. An Assessment Lien shall be superior to any Unit exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the Unit and any other exemption as against said Assessment Lien.

9.4. <u>**Priority of Lien**</u>. An Assessment Lien is prior to all other liens and encumbrances on a Unit except as follows:

9.4.1. Liens and encumbrances recorded before the recordation of this Declaration;

9.4.2. A security interest on the Unit which has priority over all other security interests on the Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Association pursuant to the Declaration) which would have become due, in the absence of any acceleration, during the 6 months immediately preceding institution by the Association or any party holding a lien senior to any part of the Association Lien created under this Article 9 of an action or a non-judicial foreclosure either to enforce or to extinguish the lien;

9.4.3. Liens for real estate taxes and other governmental assessments or charges against the Unit; and

9.4.4. As may otherwise be set forth in the Act. The priority of mechanics and materialmen's liens is not affected by the Act.

This Article 9 does not prohibit an action or suit to recover sums for which this Article 9 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Unit shall not affect the lien for an Assessment.

9.5. <u>Perfection of Lien</u>. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Unit as a Reimbursement Assessment.

9.6. <u>Regular Assessments</u>.

9.6.1. A Regular Assessment shall be made annually against each Unit, based upon an annual Budget prepared by the Board, for purposes of paying: (a) the annual costs of operating and administering the Association and all other Common Expenses, (b) reasonable reserves for contingencies, replacements, and other proper purposes, if any, in such amounts and for such purposes, if at all, as determined by the Board; and (c) such other matters as may be reasonably determined by the Board to be the subject of a Regular Assessment;

9.6.2. Regular Assessments shall be allocated against each Unit in such amounts and such percentages corresponding to the Allocated Interests assigned to the Unit as will be set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration.

9.6.3. Regular Assessments, including Limited Common Expenses, shall be levied on a calendar year basis. Regular Assessments, including Limited Common Expenses, shall be paid in installments on a monthly, quarterly, semi-annual or annual basis, as the Board may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual or annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual or annual system by the Board, Regular Assessments, including Limited Common Expenses, shall be due and payable on the first day of each calendar quarter. Any Owner acquiring a Unit between installment due dates shall pay a pro rata share of the immediately preceding installment.

9.6.4. The Board shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least 30 days before the end of each calendar year. Written notice of the Regular Assessments, including Limited Common Expenses, shall be sent to each Owner. Failure of the

Board timely to fix and levy the Regular Assessments, including Limited Common Expenses, for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular Assessments, including Limited Common Expenses, or any installments thereof for that or subsequent years as soon as the Board levies the Regular Assessments, including Limited Common Expenses, and provides notice thereof.

9.6.5. The Board may, but is not obligated, mail to each Owner at least 10 days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi annual or annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due pursuant to subparagraph 9.6.4 above. Failure of the Board to send timely notice to any Owner of an installment of Regular Assessments, including Limited Common Expenses, due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board in fact provides such notice.

9.6.6. In accordance with §38-33.3-314 of the Act, any surplus funds remaining after payment of or provision for Association expenses and any prepayment of or provision for reserves shall be carried forward as a credit against the next year's Budget.

9.7. <u>Allocation of Limited Common Expenses</u>.

9.7.1. The Board, in the further exercise of its sole and commercially reasonable discretion, may, but need not, allocate certain portions of the Regular Assessments, Special Assessments or other Assessments as a "Limited Common Expense" to some of the Owners as provided below.

9.7.2. In the event that the Board elects to allocate Limited Common Expenses as provided for in this Section, the Board must do so in a uniform and equitable manner among all Units and Owners in the Community. The Board shall determine annually as part of the adoption of the Budget whether some or all of the following Limited Common Expenses are to some, but not all of the Units, with such division and allocation tied to things like: (a) common usage of the Units by a Class of Unit Owners (eg. individual sets of Duplex Residential Units, all of the Duplex Residential Units, each of the Multifamily Residential Units located in a Building, or each of the Commercial Units located in a Building), (b) inclusion of only those Units in a specific Building, or (c) some other reasonable basis for the separation of Units, constituting some, but not all of the Units in the Community. If the Board elects not to allocate some or all of the following costs and expenses as Limited Common Expenses, the costs and expenses will be allocated among all of the Owners in proportion to their Allocated Interests.

A. Common Expenses attributable to only a particular Unit or class of Units shall be allocated to the Owner of the affected Unit(s);

B. Costs and expenses associated with the maintenance, repair, improvement or replacement of a Limited Common Element serving one or more Units among the Owners of the Units designated and otherwise authorized to use and enjoy the Limited Common Element;

C. Costs and expenses associated with utilities, including, without limitation, gas, electric, trash, water and sewer and other utility expenses, (unless and to the extent that these are separately metered or provided), among the Owners of the Units designated and otherwise authorized to use such utilities and services;

D. Costs and expenses associated with the maintenance, repair, improvement or replacement of chutes, flues, ducts, wires, conduits, bearing walls, bearing columns or other fixtures serving one or more Units, but less than all Units among the Owners of the Units

particularly benefitted by the chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture; and

E. Such other costs and expenses that the Board, in its reasonable discretion, determines benefits a limited class of Units and/or Owners.

9.7.3. In such event that the Board assessed a portion of the Regular Assessments as Limited Common Expenses, the Board shall assess such amounts only against the Unit(s) for which the Limited Common Expenses have been allocated. The Board shall allocate such Limited Common Expenses in a prorata manner based upon the respective size of each Unit to which the Limited Common Expense is being assigned ("**Designated Unit Allocated Limited Common Expense**"). The Association shall only assess the Unit its Designated Unit Allocated Limited Common Expense and not the Designated Limited Common Expense allocated Limited Common Expense for an amount equal to the Designated Unit Allocated Limited Common Expense for an amount equal to the Designated Unit Allocated Limited Common Expense allocated to another Unit, when the Owner of the other Unit has failed to pay its Designated Unit Allocated Limited Common Expense. The Board shall send written notice to each of the affected Owners that their Unit may be assessed with a Limited Common Expense.

9.8. Association Budget. During the last three (3) months of each calendar year thereafter, the Board shall prepare or cause to be prepared an operating budget ("Budget") for the next fiscal year. The Budget shall provide the allocation of any surplus funds remaining from any previous Budget period. Within ninety (90) days after adoption of any proposed Budget for the Association, the Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider the Budget. The meeting shall be not less than 14 nor more than 60 days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. The Budget shall be considered by the Owners at that meeting whether or not a quorum of Owners is present and shall be deemed to be approved unless at least 51% of the weighted vote at the meeting veto the Budget. In the event that the proposed Budget is vetoed, the Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent Budget proposed by the Board, as may be reasonably adjusted for inflation based upon the Consumer Price Index published in the Wall Street Journal and may also be adjusted to account for increases in any non-discretionary costs, expenses and fees imposed by third parties, such as property taxes, utilities and similar items.

9.9. <u>Special Assessments</u>.

9.9.1. In addition to the Regular Assessments, including Limited Common Expenses, and Reimbursement Assessments authorized in this Article 9, the Board may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance, or replacement of capital improvements (including related fixtures and personal property) to or upon or serving the Community, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Except in the event of an emergency, where no membership vote shall be required, the Board shall not levy a Special Assessment without the approval of the Unit Owners in the Community as provided below.

9.9.2. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Owners no less than 30 or more than 60 days before the meeting. At the meeting, the presence of Owners in person or by proxy that are entitled to cast 50 percent of the weighted votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called pursuant to the same notice requirements, and the required quorum at this second meeting

shall be only 30 percent of the weighted votes in the Association. No such second meeting shall be held more than 60 days following the date of the first meeting.

9.9.3. Provided a quorum of Owners entitled to vote is present in person or by proxy in accordance with the quorum requirements set forth in the preceding paragraph, the Special Assessment shall be deemed to be approved, unless vetoed by the vote of Owners holding a majority of the weighted votes so present.

9.9.4. For purposes of this Section, the term "emergency" shall mean any circumstances or set of circumstances which pose an imminent threat of loss, damage or injury, actual or threatened, to persons or property. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Unit in the Community, provided that Special Assessments that benefit fewer than all of the Units shall be allocated exclusively to the Units benefited. Special Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than 30 days after the giving of such notice.

9.10. <u>Reimbursement Assessments</u>. In addition to the Regular Assessments, including Limited Common Expenses, and Special Assessments authorized hereunder, the Board may levy against any Owner or Owners, at any time and from time to time, a Reimbursement Assessment. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than 30 days after the giving of such notice.

9.11. **Working Capital**. The Association shall establish an initial working capital fund equal to 1/4 of the yearly Regular Assessment for each Unit subject to the terms of this Declaration. The working capital fund may be used by the Association to cover the cost of initial expenses and any future expenses authorized by the Board for which there are insufficient budgeted funds. The initial working capital fund shall be established upon the conveyance of the first Unit in the Project by Declarant to a third-party purchaser. Upon acquisition of record title to a Unit from Declarant, each such new Owner shall contribute to the working capital fund of the Association an amount equal to 1/4 of the yearly Regular Assessment for that Unit for the year in which the new Owner acquired title. Such payments shall not be considered advance payments of Regular Assessments. The working capital fund deposit made by such new Owner shall be non-refundable. In the event that Declarant makes payment of any working capital on behalf of any Unit, such amount shall be reimbursable to Declarant by the Unit purchaser at the closing of the sale of the Unit by Declarant to such purchaser.

9.12. <u>Reserve Accounts</u>. The Association may, but is not obligated to establish or fund reserve accounts for capital improvements or repairs to the Community. Declarant has no obligation to establish or fund any reserve accounts.

9.13. <u>Misconduct</u>. If any Common Expenses or Limited Common Expenses are caused by the misconduct of any Owner, the Board may assess that expense exclusively against such Owner's Unit as a Reimbursement Assessment.

9.14. Effect of Nonpayment of Assessments; Remedies of the Association.

9.14.1. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board from time to time, which shall not be less than 12 percent nor more than 21 percent per year, and the Board may also assess a late charge thereon and/or may assess a bad check charge in the amount of 10 percent of the bad check or \$50.00, whichever is greater. The

Board may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is delinquent. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board may but shall not be required to record a Notice of Delinquent Assessment or charge against any Unit as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Unit.

9.14.2. The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Unit at foreclosure. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against said Owner's Unit in the discretion of the Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit against which the Assessments are made.

9.14.3. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Unit Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

9.15. <u>Statement of Unpaid Assessments</u>. The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit, whether delinquent or not. The statement shall be furnished within 14 days after receipt of the request and is binding on the Association, the Board, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

9.16. <u>Assessments for Tort Liability</u>. In the event of any tort liability against the Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

9.17. <u>Audit</u>. The Association shall prepare audits as may be required by the Act or as otherwise elected by the Association.

ARTICLE TEN EMINENT DOMAIN

10.1. **Definition of Taking**. The term "taking", as used in this Article 10, shall mean condemnation by eminent domain or sale under threat of condemnation.

10.2. **Representation in Condemnation Proceedings of Common Elements**. In the event of a threatened taking of all or any portion of the Common Elements, the Unit Owners hereby appoint the Association through such persons as the Board may designate to represent the Association and all of the Unit Owners in connection therewith. The Association shall act in its sole discretion with

respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Association shall constitute sufficient notice to all Unit Owners, and service of process on each individual Unit Owner shall not be necessary.

10.3. <u>Award for Common Elements</u>. Any awards received by the Association on account of the taking of Common Elements shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Unit Owners as their interests may appear. The rights of a Unit Owner and the mortgage of a Unit as to any such distribution shall be governed by the provisions of the mortgage encumbering the Unit.

10.4. <u>Taking of Units</u>. If a Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must include compensation to the Owner for the acquired Unit and its Allocated Interests whether or not any Common Elements were acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units (as appropriate) in proportion to the respective Allocated Interests of those Units before the taking. Any remnant of a Unit is acquired by eminent domain, the award must compensate the Owner for the reduction in value of the Unit and its interest in the Common Elements whether or not any Common Elements were acquired. Upon acquisition, unless the decree otherwise, if part of a Unit is acquired by eminent domain, the award must compensate the Owner for the reduction in value of the Unit and its interest in the Common Elements whether or not any Common Elements were acquired. Upon acquisition, unless the decree otherwise provides:

10.4.1. That Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and

10.4.2. The portion of Allocated Interests divested from the partially acquired Unit is automatically reallocated to that Unit and to the remaining Units (as appropriate) in proportion to the respective interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

10.5. <u>Miscellaneous</u>. The court decree shall be recorded in the Official Records. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Declaration prepared, executed, and recorded by the Association.

ARTICLE ELEVEN SPECIAL DECLARANT RIGHTS, DEVELOPMENT RIGHTS AND ADDITIONAL RESERVED RIGHTS

The Declarant hereby reserves for itself and its successors, assigns and designees, including the Association at such time that Declarant elects to assign such rights to the Association, the following "Special Declarant Rights," "Development Rights" and "Additional Reserved Rights" for thirty years following the recordation of this Declaration, unless sooner terminated by the written election of Declarant, in its sole discretion (collectively the "Reserved Rights"). In all events, the exercise of the Reserved Rights is subject to compliance with applicable Town Development Approvals and Requirements.

11.1. SPECIAL DECLARANT RIGHTS.

11.1.1. <u>Completion of Improvements</u>. The right to complete Improvements indicated on plats and maps filed with the Declaration and/or provided for in the Town Development Approvals and Requirements, including the right to consolidate Units by inserting internal doors leading or connecting

adjacent Units, the right to construct storage areas and such other rights indicated on the Map or elsewhere in this Declaration.

11.1.2. <u>Exercise of Reserved Rights</u>. The right to exercise: (a) any Special Declarant Rights, Additional Reserved Rights or Development Rights reserved in this Article; or (b) any other rights reserved or existing under the provisions of this Declaration or the Act.

11.1.3. <u>Consolidation on Merger</u>. The right to merge or consolidate the Community with a reasonably similar common interest community as determined by Declarant.

11.1.4. <u>Amendment of Declaration</u>. The right to amend the Declaration in connection with the exercise of any Development Rights, Special Declarant Rights or Additional Reserved Rights.

11.1.5. <u>Amendment of Community Map</u>. The right to amend the Condominium Map in connection with the exercise of any Development Rights, Special Declarant Rights or Additional Reserved Rights.

11.2. **DEVELOPMENT RIGHTS**.

11.2.1. <u>Units</u>. The Declarant reserves the right to undertake any of the following actions with respect to the Common Elements and Units owned by the Declarant:

A. Relocate boundaries between adjoining Units;

B. Enlarge, reduce or diminish the size of Units, including incorporating Common Elements into a Unit;

- C. Subdivide a Unit into one or more additional Units;
- D. Enlarge, reduce or diminish the size of areas of the Common Elements;
- E. Convert Residential Units to Commercial Units or Commercial Units to

Residential Units;

F. Reduce or diminish the size of areas of the Common Elements; and

G. Re-designate uses and activities occurring on the Common Elements, except for Limited Common Elements, which re-designation of uses and activities will require the consent of the Owner of the Unit to which the right to use Limited Common Element was assigned.

11.2.2. <u>Create Additional Buildings, Units and Common Elements</u>. The right to create or construct additional Buildings, Units, Common Elements and Limited Common Elements upon the Real Estate, to subdivide Units and to convert Units into Common Elements or to convert Common Elements into Units.

11.2.3. <u>Annex Additional Land or Units</u>. The right to add Units and to subject additional property located in the Town of Ridgway to the provisions of this Declaration.

11.2.4. <u>Withdraw Real Estate</u>. The right to withdraw Units owned by Declarant, and associated Common Elements, from the Community.

11.2.5. <u>Master Associations and Subordinate Association</u>. The right to create master associations and/or subordinate associations and to subject all or portions of the Real Estate to such master association or subordinate association;

11.2.6. <u>Relocate Boundaries of Units</u>. In exercising its Reserved Rights, Declarant may modify the boundaries of any Common Element and include areas associated with a Common Element into a Unit, provided that Declarant shall not reduce an area designated as a Limited Common Element without the consent of the Owner(s) of the Unit(s) to which the Limited Common Element has been assigned.

11.2.7. Other Rights.

A. The right to re-designate the use classification of a Unit from a Commercial Unit to Residential Unit and from a Residential Unit to a Commercial Unit;

B. The right to grant or withhold its approval and/or consent to any matter or action requiring the approval and/or consent pursuant to the Declaration;

C. The right to exercise any and all other Reserved Rights stated, established or otherwise reserved herein or otherwise allowed in the Act;

D. The right to amend the Declaration in connection with the exercise of any Reserved Rights; and

E. The right to amend the Condominium Map in connection with the exercise of any Reserved Rights.

11.3. ADDITIONAL RESERVED RIGHTS.

11.3.1. <u>Dedications</u>. The right to establish or obtain, from time to time, by dedication, grant or otherwise, utility and other easements or encroachment permits for purposes including but not limited to streets, paths, walkways, skyways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the Community.

11.3.2. <u>Use Agreements</u>. The right to enter into, establish, execute, amend, and otherwise deal with contracts, agreements and leases for the use, operation, lease, repair, maintenance or regulations of recreational facilities and/or Common Elements, which may or may not be a part of the Community.

11.3.3. <u>Grant Easement</u>. The right to grant and convey an easement over portions of the Common Elements to adjoining property owners or to the public to enable pedestrian and vehicular access and/or the extension of utilities to serve adjoining property, provided that the grant of such easement does not preclude uses and activities of the Common Elements contemplated by this Declaration.

11.3.4. <u>Other Rights</u>. The right to exercise any other right reserved to Declarant in this Declaration or the other Condominium Documents.

11.4. <u>Assignment of the Declarant Rights</u>. Declarant reserves the right to transfer and assign some or all of the Reserved Rights to any Person, which will be evidenced by a written assignment recorded in the Official Records, and upon such assignment, such assignee may elect to exercise any

assigned Reserved Rights subject to these Declarations and the Act and upon such election, the assignee shall assume all of the duties and obligations of the Declarant with respect to the Reserved Rights being so assigned. At such time that Declarant no longer owns a Unit in the Community, Declarant shall assign any and all Reserved Rights which Declarant continues to possess to the Association.

11.5. **No Further Authorizations Needed.** The consent of Owners or holders of Security Interests shall not be required for the Declarant or its assignees to exercise any Reserved Rights, and Declarant or its assignees may proceed without limitation at their option, subject to existing property use, zoning laws and any planned unit development requirements of the Town. Reserved Rights of the Declarant or its assignees may be exercised with respect to different parcels of the Community at different times. Additionally, Declarant or its assignees may exercise any Reserved Rights on all or any portion of the Community in whatever order is determined. Declarant or its assignees shall not be obligated to exercise any Reserved Rights or to expand the Community beyond the number of Units initially submitted.

11.6. <u>Amendment of the Declaration or Map.</u> If Declarant or its assignees elect to exercise any Reserved Rights, that party shall comply with the Act with respect to amending or supplementing the Map or the Declaration.

11.7. **Interpretation.** Recording of amendments to the Declaration and the Map pursuant to Reserved Rights in the Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically vest in each existing Owner the reallocated Allocated Interests appurtenant to his Unit. 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 Community as expanded and to any Additional Improvements, and the same shall be added to and become a part of the Community for all purposes. All conveyances of Units after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or mot reference is made to any Amendment of the Declaration or Map.

ARTICLE TWELVE GENERAL PROVISIONS

12.1 **Duration of Declaration**. The term of this Declaration shall be perpetual.

12.2 <u>Termination of Community</u>. The Community may be terminated only by the agreement of: (a) Owners holding at least 80% of the weighted votes in the Association, and (b) all Eligible Mortgagees. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

12.3 <u>Amendment of Declaration and Map</u>.

12.3.1 This Declaration may be amended by the Declarant in certain defined circumstances, including without limitation: (a) when the Declarant is exercising Reserved Rights hereunder, (b) for purposes of correcting clerical, typographical, or technical errors; or (c) to comply with the requirements, standards or guidelines of recognized secondary mortgage markets and agencies.

12.3.2 In addition to the foregoing, subject to the provisions of this Declaration (including, but not limited to, Section 12.5) this Declaration (including the Condominium Map) may be amended by the vote or agreement of Owners to which at least 51% of the weighted votes in the Association are allocated. Any amendment of a material adverse nature to Mortgagees shall require the consent of Eligible Mortgagees representing 51% of the weighted votes of Units subject to such Mortgages.

So long as Declarant has any rights or obligations under or pursuant to this Declaration or any of the other Condominium Documents (see Article Eleven above), any proposed amendment of any provision of the Condominium Documents shall require Declarant's prior written consent to such amendment. Any amendment made without Declarant's prior written consent as required herein shall be null and void and shall have no effect. The foregoing requirement for consent of Declarant to any amendment shall terminate at the option of the Declarant as set forth in a recorded instrument executed by Declarant, but in any event, shall terminate without further act or deed in accordance with the limitations set forth in Article Eleven above; *provided, however*, in no event shall the provisions of this paragraph limit the rights of Declarant in Section 12.5 below.

12.3.3 Pursuant to Section 38-33.3-217(4.5) of the Act which provides that except to the extent expressly permitted or required by other provisions of the Act, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Owners to which at least 51% of the weighted votes in the Association for such Units are allocated. This limitation does not apply in instances where the Declarant is amending the Declaration and/or the Condominium Documents pursuant to its Reserved Rights, to the fullest extent allowed by the Act.

12.3.4 Under no circumstances shall any amendment to the Declaration, the Map or any of the Condominium Documents alter, limit, impair, reduce, eliminate, extinguish, terminate or otherwise affect the Reserved Rights of Declarant or any Unit owned by Declarant without the prior written consent and approval of Declarant, which Declarant may grant or withhold in Declarant's sole discretion.

12.3.5 An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Map." With the exception of Declarant amendments, amendments to this Declaration shall be duly executed by the President and Secretary of the Association and recorded in the Official Records.

12.3.6 No amendment to this Declaration concerning any designated Town Enforceable Restrictions shall be effective unless approved by the Town, evidenced by its consent in the Declaration Amendment.

12.4 **<u>Compliance; Enforcement</u>**.

12.4.1 Every Owner and Occupant of a Unit in the Community shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Declaration and the Condominium Documents, and all approvals granted by the Board, as the same or any of them may be amended from time to time.

12.4.2 The Board shall have the following rights and remedies:

A. The right to levy and collect, after Notice and Hearing, reasonable fines for the violation of any of the foregoing matters which shall constitute a lien upon the violator's Unit. In the event that any Person, including an Occupant, guest, or invitee of a Unit violates the Condominium Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.

B. The right to levy and collect a Reimbursement Assessment against any

Owner.

C. The right to enter upon any Unit within the Community, after giving the Owner or Occupant at least 5 days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

D. The right to cut off or suspend any or all Association services or benefits to the subject Owner or Occupant and his Unit until the violation is cured.

E. The right to suspend an Owner's right to vote (except that no notice or hearing is required if the Owner is more than 90 days delinquent in paying any Assessment).

F. The right to exercise self-help or take action to abate any violation of the Condominium Documents in a non-emergency situation (including removing personal property that violates the Condominium Documents).

G. The right to record a notice of violation with respect to any Unit on which a violation exists.

12.4.3 Failure by the Board to exercise any of the rights available to it under this Section 12.4 shall in no event be deemed a waiver of the right to do so in any other instance.

12.4.4 A decision by the Association and its Board not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

12.4.5 The Town is authorized to enforce compliance with a violation of a Town Enforceable Restrictions as established by and in the manner provided for in this Declaration.

12.5 Agreement to Encourage Alternative Dispute Resolution.

12.5.1 For purposes of this Section 12.5 only, the following terms have the following meanings:

- (a) "AAA" means the American Arbitration Association.
- (b) "Claimant" means any Party having a Claim.

(c) "Claim" means, except as excluded or exempted by the terms of this Section 12.5 (including Section 12.5.3 below), any claim, counterclaim, cross-claim, third-party claim, grievance or dispute between one Party and another, regardless of how it may have arisen or on what it might be based (including, but not limited to, damages, indemnity or contribution), including, without limitation, disputes arising out of or related to: (i) the interpretation, application or enforcement of any Condominium Document or the Limited Warranty; (ii) the location, size, planning, sale, development, design, construction and/or condition of the Units and Community, including, without limitation, the soils of the Community; and (iii) any statements, representations, promises, warranties, or other communications allegedly made by or on behalf of any Party relating to the foregoing.

(d) "Inspecting Party" means a Party causing an inspection of the Subject Property to be made.

related to a Unit.

"Limited Warranty" means a written limited warranty given to a Party

(e)

(f) "**Party**" means each of the following: (i) Declarant and its officers, owners, employees and agents (collectively, "**Declarant Affiliates**"); (ii) all Owners, the Association and all other Persons subject to this Declaration, their officers, owners, employees, and agents; (iii) any builder of any portion of the Project and its officers, owners, employees and agents; and (iv) any Person not otherwise subject to this Declaration who agrees to submit to this Section 12.5.

Claim.

(g) "Respondent" means any Party against whom a Claimant asserts a

(h) "**Subject Property**" means the property and all improvements thereon regarding which a Party contends a defect exists or another Claim pertains and/or property and all improvements thereon being inspected and/or repaired under the inspection right in Section 12.5.4 below.

(i) "**Termination of Mediation**" means a period of time expiring 30 days after a mediator has been agreed upon by the Parties or chosen by AAA if the Parties cannot agree or within such other time as agreed to by the Claimant and Respondent in writing, and upon the expiration of which the Claimant and Respondent have not settled the Claim.

12.5.2 Intent of Parties; Applicability of Article; and Applicability of Statutes of Limitations.

(a) Each Party agrees to work towards amicably resolving disputes, without the emotional and financial costs of litigation. Accordingly, each Party agrees to resolve all Claims only by using the procedures in this Section 12.5, and not by litigation. Further, each Party agrees that the procedures in this Section 12.5 shall be the sole and exclusive remedial process that each Party shall have for any Claim. Should any Party commence litigation or any other action against any other Party in violation of this Section 12.5, such action shall be dismissed and such Party shall reimburse all costs and expenses, including attorneys' fees and court costs, incurred by the other Party in such litigation or action within 10 days after written demand.

(b) By accepting a deed for a Unit, each Owner agrees to be bound by and to comply with this Section 12.5.

(c) The Parties agree that no Claim may be commenced after the date set forth in an applicable Limited Warranty, and if the Claim is not covered by such Limited Warranty, then when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation and/or statute of repose or as otherwise limited by this Section 12.5.

12.5.3 Unless specifically exempted by this Section 12.5, all Claims between any of the Parties shall be subject to the provisions of this Section 12.5. Notwithstanding the foregoing, unless all Parties thereto otherwise agree in writing, "Claim" does not include the following and shall not be subject to the provisions of this Section 12.5:

(a) Any action by the Association to enforce the provisions of the Condominium Documents (other than this Section 12.5) against an Owner or Occupant;

(b) Any action by the Association to assess or collect any Assessments or to enforce or foreclose any Assessment Lien;

(c) Any action, suit or proceeding to compel arbitration of a Claim or to enforce any award or decision of an arbitration conducted in accordance with this Section 12.5 or to enforce the terms of any written settlement agreement of a Claim; D:\Cantor, Joel.6417\Ridgway Property\Community Docs\Decs.1c.redline.doc

(d) Any action pursuant to the provisions of this Declaration concerning

mechanics liens.

12.5.4 Notice and Right to Inspect and Correct.

(a) Before the earlier of, as applicable (i) the delivery of a Notice of Claim as described in Colorado's Construction Defect Action Reform Act ("**CDARA**"), or (ii) initiating arbitration under Section 12.5.7 below (each referred to herein as "**Commencing a Claim**"), the Claimant shall provide notice to everyone Claimant contends contributed to the alleged problem. The notice shall state plainly and concisely:

The nature of the Claim, including all Persons involved and each Respondent's role in the Claim;

The legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises); and

The specific relief and/or proposed remedy sought.

(b) Additionally, if the Claim involves an alleged defect or damage to any improvement or real property, then prior to Commencing a Claim, Claimant shall also provide Respondent, for a period of 60 days after delivery of the foregoing notice ("Inspection/Correction Period"), the right to access, inspect, correct the condition of, or redesign any portion of any improvement or real property allegedly containing a defect or damage or otherwise correct the alleged defect or damage. In exercising these inspection and correction rights, the Inspecting Party and Respondent shall:

(i) Act carefully to avoid unreasonable intrusion on, or harm, damage or costs to the other Party including using its best efforts to avoid causing any damage to, or interference with, any improvements on the Subject Property at issue;

(ii) Minimize any disruption or inconvenience to any Person who

occupies the Subject Property;

(iii) Remove daily all debris caused by the inspection and remaining

on the Subject Property; and

(iv) In a reasonable and timely manner, at the sole cost and expense of the Inspecting Party, promptly remove all equipment and materials from the Subject Property, repair and replace all damage, and restore the Subject Property to its pre-inspection condition unless the Subject Property is to be immediately repaired.

The Inspecting Party and Respondent shall not permit any lien, claim or other encumbrance arising from the inspection to attach to the Subject Property.

12.5.5 In the event that (a) by the end of the Inspection/Correction Period described above, Respondent has elected not to access, inspect, correct the condition of, or redesign any portion of any improvement or real property allegedly containing a defect or damage or otherwise correct the alleged defect or damage, (b) by the end of the Inspection/Correction Period, Claimant is unsatisfied with such actions undertaken by Respondent under Section 12.5.4(b) above, or (c) the Claim does not involve an alleged defect or damage of any improvement or real property, then before Commencing a Claim against any Respondent, the Parties shall first make every reasonable effort to meet in person and confer to resolve the Claim by good faith negotiation. The Parties shall seek to understand clearly the Claim and

resolve as many aspects or issues as possible. Any Party may be represented by attorneys and independent consultants to assist such Party, including by attending all negotiations.

12.5.6 If the Parties cannot resolve the Claim through negotiations under Section 12.5.5 above after attempting to do so for 20 days, Claimant shall have an additional 15 days to submit the Claim to mediation under the auspices of the AAA under the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

(a) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have fully and finally waived the Claim for all purposes, such that Respondent shall be deemed released and discharged from all liability to Claimant for such Claim.

(b) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If mediation ends without a settlement, the mediator shall issue a notice of Termination of Mediation. This notice shall state that the Parties are at an impasse and the date that mediation was terminated.

(c) Each Party shall pay its own costs of the mediation, including its own attorneys' fees. Each Party shall share equally all of the mediator's charges. The mediation proceedings shall be conducted at a mutually agreeable location in the City and County of Denver, Colorado.

(d) If the Parties resolve any Claim through negotiation or mediation under Section 12.5.5 above or this Section 12.5.6, and any Party later fails to comply with a written settlement agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such written agreement without the need to again comply with such procedures. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and costs.

12.5.7 Commencing a Claim.

(a) Only after receiving a notice of Termination of Mediation may a Claimant Commence a Claim.

(b) At least 60 days before the Association Commences a Claim, the Board must first also comply with the following:

(i) Provide notice to all Owners ("**Homeowner Notice**") in accordance with §303.5 of the Act, if applicable, and also include in such notice the following:

(1) The Approval Deadline (defined below);

(2) If the Association were to prevail, what the Board expects that the Association may recover from the Respondent(s);

(3) Whether the Board intends to enter into a contingency fee arrangement with the attorneys' representing the Association, and how much of the amount the Association recovers from the Respondent(s) will be paid to the attorney(s). What the Board estimates that, in addition to attorney fees, the Association will incur for consultants, expert witnesses, depositions, filing fees, and other expenses of pursuing the Claim;

(4) If the Association makes a Claim and does not prevail, what the Board expects the Association will incur in witness and attorneys' fees and other costs;

(5) If the Association does not recover from the Respondent(s), what it may have to pay to repair or replace any claimed defective work;

(6) A statement that until any claimed defective work is repaired or replaced, or until the Claim is concluded, the market value of the affected Units could be adversely affected;

(7) A statement that until any claimed defective work is repaired or replaced, or until the Claim is concluded, Owners of affected Units may have difficulty refinancing and prospective buyers of the affected Units may have difficulty obtaining financing. In addition, a statement that certain federal underwriting standards or regulations prevent refinancing or obtaining a new loan in projects where a construction defect is claimed. In addition, a statement that certain lenders as a matter of policy will not refinance or provide a new loan in projects where a construction defect is claimed;

(8) An estimate of the length of time it will take to reach a final resolution of the Claim (including appeals);

Claim (i.e., Special Assessments);

(9) How the Association intends to finance the pursuit of the

(10) An affirmation from each Board member voting in favor of pursuing the Claim that the foregoing are true and correct; and

(11) Any statement desired to be included in the notice by any Board member voting against pursuing the Claim.

(ii) Require that repair estimates be given by contractors other than those recommended by the Association's attorneys.

(iii) Prior to the Association Commencing a Claim, the Association must also first obtain the prior written approval to pursue the Claim from Owners of Units to which a majority of the total votes in the Project (excluding votes allocated to Units owned by Declarant) are allocated. The Association must obtain such written approval within 60 days after delivery of the Homeowner Notice or the Claim is deemed fully and finally released and may not be brought in any manner by the Association ("Approval Deadline").

(c) A Claim is commenced only by:

(i) <u>If the Claim is governed by CDARA</u>, delivering a Notice of Claim under CDARA to Respondent(s). If the Parties fail to reach agreement on an offer of settlement pursuant to CDARA's Notice of Claim process (C.R.S. §13-20-803.5) and the Claimant elects to proceed with the Claim, then the Claim may proceed only by way of the arbitration procedures set forth below, and not by way of litigation. Final, binding arbitration of the Claim shall be conducted under the auspices of the AAA and its Commercial or Construction Industry Arbitration Rules, as appropriate. Claimant must provide to Respondent a "Notice of Intent to Arbitrate," within 20 days after the conclusion of the offer of settlement procedures set forth in C.R.S. §13-20-803.5. If Claimant does not timely initiate final, binding arbitration of the Claim and timely provide a Notice of Intent to Arbitrate to Respondent, then

Claimant shall be deemed to have waived the Claim, and Respondent shall be deemed fully and finally released and discharged from all liability to Claimant for such Claim.

(ii) <u>If the Claim is not governed by CDARA</u>, then only by the arbitration procedures set forth below, and not by way of litigation. Final, binding arbitration of the Claim shall be conducted under the auspices of the AAA and its Commercial or Construction Industry Arbitration Rules, as appropriate, in which event Claimant shall provide to Respondent a "Notice of Intent to Arbitrate," within 20 days after receiving the notice of Termination of Mediation. If Claimant does not timely initiate final, binding arbitration of the Claim and timely provide a Notice of Intent to Arbitrate to Respondent, then Claimant shall be deemed to have waived the Claim, and Respondent shall be deemed fully and finally released and discharged from all liability to Claimant for such Claim.

The following arbitration procedures shall govern each arbitrated Claim:

(1) The arbitrator must be a person qualified to consider and resolve the Claim with the appropriate industry and/or legal experience.

(2) No Person shall serve as the arbitrator where that Person has any financial or personal interest in the arbitration or any family, social or significant professional acquaintance with any Party to the arbitration. Any Person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the arbitration ("**Arbitrator Disclosure**"). If any Party objects to the service of any arbitrator within 14 days after receipt of the Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner as the initial arbitrator was selected.

(3) The arbitrator shall hold at least one hearing in which the Parties, their attorneys and expert consultants may participate. The arbitrator shall fix the date, time and place for the hearing. The arbitration proceedings shall be conducted at a mutually agreeable location in the City and County of Denver, Colorado.

(4) The arbitration shall be presided over by a single arbitrator.

(5) Other than the deposition of experts and Claimant, no formal discovery shall be conducted without an order of the arbitrator or express written agreement of all Parties.

(6) Unless directed by the arbitrator, there shall be no post-hearing briefs.

(7) The arbitration award shall address each specific Claim to be resolved in the arbitration, provide a summary of the reasons therefore and the relief granted, and be rendered no later than 14 days after the close of the hearing, unless otherwise agreed by the Parties. The arbitration award shall be in writing and shall be signed by the arbitrator.

(8) The arbitrator determines all issues about whether a Claim is covered by this Article 20. Notwithstanding anything herein to the contrary (including, but not limited to, Section 12.5.7(c)(9) and Section 12.5.7(c)(10) below), if a Party contests the validity or scope of arbitration in court, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party.

(9) The arbitrator shall apply the substantive law of Colorado with regard to any remedy granted. The arbitrator may award injunctive relief or any other remedy available in Colorado but shall not have the power to award punitive damages, attorneys' fees and/or costs to the prevailing Party. Except as set forth in Section 12.5.7(c)(8) above, each Party is responsible for any fees and costs incurred by that Party. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court of competent jurisdiction.

(10) The Parties shall pay their pro rata share of all arbitration fees and costs, including, without limitation, the costs for the arbitrator and their consultants.

(11) The arbitrator shall have authority to establish reasonable terms regarding inspections, destructive testing and retention of independent consultants.

(12) Except as may be required by law or for confirmation of an arbitration award, and except as otherwise provided in this Section 12.5, neither a Party nor an arbitrator may disclose the existence or contents of any arbitration without the prior written consent of all Parties to the arbitration.

12.5.8 THE PROVISIONS OF THIS SECTION 12.5 INURE TO THE BENEFIT OF DECLARANT AND THE DECLARANT AFFILIATES (AND ALL OTHER PARTIES DESCRIBED ABOVE) AND, NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS OF SECTION 12.3 ABOVE, SHALL NOT EVER BE AMENDED WITHOUT THE WRITTEN AND RECORDED CONSENT OF DECLARANT, WITHOUT REGARD TO WHETHER DECLARANT OWNS ANY UNIT AT THE TIME OF SUCH AMENDMENT. BY TAKING TITLE TO A UNIT, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS SECTION 12.5 ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S AND THE DECLARANT AFFILIATES' WILLINGNESS TO DEVELOP AND SELL THE UNITS AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS SECTION 12.5, DECLARANT AND THE DECLARANT AFFILIATES WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP AND SELL THE UNITS FOR THE PRICES PAID BY THE ORIGINAL BUYERS.

IN ANY EVENT, ANY AMENDMENT TO OR DELETION OF ALL OR ANY PORTION OF THIS SECTION 12.5 SHALL NOT APPLY TO CLAIMS BASED ON ALLEGED ACTS OR OMISSIONS THAT PREDATE SUCH AMENDMENT OR DELETION.

THE TERMS OF THIS SECTION 12.5.8 SHALL NOT BE LIMITED BY THE PROVISIONS OF ARTICLE 11 ABOVE OR ANY OTHER PROVISION OF THIS DECLARATION.

12.5.9 IN THE EVENT THAT A COURT FINDS THAT THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THIS SECTION 12.5 ARE UNENFORCEABLE AND AS A RESULT A PARTY IS ALLOWED TO BRING A CLAIM IN COURT, ALL PARTIES AGREE THAT ANY LAWSUIT, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT IN COURT SHALL BE TRIED ONLY BY A JUDGE AND NOT BY A JURY; AND EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND INTELLIGENTLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT.

12.6 **<u>Rights of Mortgagees</u>**.

12.6.1 Each Eligible Mortgagee shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a Mortgage held, insured or guaranteed by such Eligible Mortgagee;

(b) Any sixty-day delinquency in the payment of Assessments or other charges owed by an Owner whose Unit is subject to the Mortgage;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

of Mortgagees.

(d) Any proposed action that requires the consent of a specified percentage

12.6.2 Any Mortgagee shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against the Common Elements and may pay any overdue premiums on hazard or general liability insurance policies covering the Common Elements, and shall be entitled to immediate reimbursement therefor from the Association, unless the Association is contesting any unpaid taxes or other charges and has set aside sufficient funds to pay the contested amounts if necessary.

12.6.3 In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, Units and/or all or a part of the Common Elements, neither the Owner nor any other Person shall take priority in receiving the distribution over the right of any First Mortgagee who is a beneficiary of a First Mortgage against a Unit.

12.6.4 If this Declaration or any Condominium Documents require the approval of any Eligible Mortgagees then, the Association shall send a dated, written notice and a copy of any proposed amendment by certified or registered mail "return receipt" requested to such Eligible Mortgagee at its most recent address as shown on the recorded deed of trust or recorded assignment thereof, or as otherwise delivered by such Eligible Mortgagee to the Association. An Eligible Mortgagee that does not deliver to the Association a negative response within sixty days after the date it receives proper notice shall be deemed to have approved the proposed amendment.

12.7 <u>Notice.</u> Each Owner shall register its mailing address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder to an Owner shall be in writing and may be delivered either personally, or by facsimile transmission, or by mail. Notices delivered personally or sent by facsimile transmission to an Owner shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail, certified and return receipt requested, with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of an Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

12.8 <u>No Dedication to Public Use</u>. Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use except as may be required by the Town Development Approvals and Requirements and Requirements

12.9 <u>Safety and Security</u>. Each Owner and Occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Community. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, the Association, the Declarant (and any officers, owners, employees and agents thereof) and the Managing Agent, shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of

security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Community, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner's Unit that the Association, its Board and committees, the Declarant (and any officers, owners, employees and agents thereof) and the Managing Agent are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Units and Common Elements and the contents of Units, resulting from acts of third parties.

12.10 **Interpretation of Declaration**. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent possible, shall be construed so as to be consistent with the Act.

12.11 <u>Conflict With Condominium Map</u>. In the event of any conflict or inconsistency between the provisions of this Declaration and the Condominium Map, the provisions of said Condominium Map shall govern and control and this Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of said Condominium Map.

12.12 <u>Conflict With the Act</u>. In the event of any conflict or inconsistency between the provisions of the Condominium Documents and the Act and/or the Colorado Revised Nonprofit Corporation Act, the respective provisions of the Act and/or the Colorado Revised Nonprofit Corporation Act shall govern and control and the Condominium Documents shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of the Act and/or the Colorado Revised Nonprofit Corporation Act and only to the extent amendments do not conflict with the Town Development Approvals and Requirements and Requirements.

12.13 <u>Governing Law; Jurisdiction</u>. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Except as otherwise provided in this Declaration (including, but not limited to, Section 12.5) any legal action brought in connection with this Declaration shall be commenced in the District Court for Ouray County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

12.14 <u>Costs and Attorneys' Fees</u>. Except as otherwise provided in this Declaration (including, but not limited to, Section 12.5), in any action or proceeding involving the interpretation or enforcement of any provision of this Declaration, the substantially prevailing party shall recover its costs and expenses, including reasonable expert witness and attorneys' fees and costs incurred in connection therewith. An action shall be commenced only in a state court of competent jurisdiction located in Ouray County, Colorado.

12.15 <u>Severability</u>. The provisions of this Declaration shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Declaration, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the invalid or unenforceable provision shall be reformed, to the minimum extent required to render such invalid or unenforceable provision enforceable in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision.

12.16 <u>**Captions**</u>. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

12.17 <u>Singular Includes Plural</u>. Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

IN WITNESS WHEREOF, the Declarant does hereby adopt, execute and publish this Declaration, intending it to become effective as of the Effective Date.

DECLARANT:

Alpine Homes-Ridgway, LLC, a Colorado limited liability company

By: ______ Joel A. Cantor, Manager Date: _____

 STATE OF ______)

) ss.

 COUNTY OF _____)

Subscribed to and acknowledged before me this _____ day of ______, 202___, by Joel A. Cantor, as the Manager of Alpine Homes-Ridgway, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A (Legal Description of the Real Estate)

LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254;

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. **196855**, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET; THENCE NORTH 15°16'17" EAST, 169.01 FEET; THENCE NORTH 12°11'40" EAST, 255.36 FEET; THENCE NORTH 12°11'40" EAST, 255.36 FEET; THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET; THENCE NORTH 22°06'19" WEST, 60.00 FEET; THENCE NORTH 25°22'43" WEST, 68.43 FEET; THENCE NORTH 30°05'32" WEST, 159.64 FEET; THENCE NORTH 38°54'53" WEST, 43. 57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING,

ALL IN THE TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO.

EXHIBIT B (Allocated Interests)

Exhibit B will be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**"), made effective as of ______, 2021 ("**Effective Date**"), is made by and between Alpine Homes-Ridgway, LLC, a Colorado limited liability company ("**Property Owner**") and the Town of Ridgway, a home rule municipality and political subdivision of the State of Colorado ("**Town**"). Property Owner and Town are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**". The Parties hereby agree as follows:

DEFINITIONS

The Parties acknowledge and agree to the following definitions ("**Definitions**") and further agree that each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below.

"**Commercial Units**" shall mean the commercial units that may be developed on the Subject Property as provided for in the Town Approvals.

"**Improvements**" shall mean the buildings that accommodate the Residential Units and the Commercial Units as well as the infrastructure serving the Project located on the Subject Property.

"**Multifamily Residential Units**" shall mean those Residential Units that may be constructed on the Subject Property, which are to be located and configured in a building containing multiple Residential Units and could also include Commercial Units.

"**Municipal Code**" shall mean and refer to the duly adopted Ridgway Municipal Code (also "**RMC**"), as modified or amended from time to time.

"**Preliminary Plat**" shall mean and refer to that certain Preliminary Plat of the Subject Property associated with the preliminary approval of the Project, proposing the subdivision of the Subject Property into the Proposed Los, which has been approved by the Town. A copy of the Preliminary Plat is attached hereto as <u>Exhibit "B"</u>. Full size copies are on file with the Town.

"**Project**" shall mean and refer to the platting and development of the Subject Property for the Proposed Lot that is being used and developed as a certain mixed use residential and commercial improvements, uses and activities, which project is commonly referred to as Riverfront Village, as the same are reflected and described in the Town Approvals, including the Preliminary Plat.

"Proposed Lot" shall collectively mean and refer to Lot 1R, as reflected on the Preliminary Plat.

"**Residential Units**" shall collectively mean the "Multifamily Residential Units" and the "Townhome Residential Units" that may be developed on the Subject Property as provided for in the Town Approvals

"Subject Property" shall mean and refer to the following described property:

LOT 1R, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254, TOWN OF RIDGWAY

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED

RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET; THENCE NORTH 15°16'17" EAST, 169.01 FEET; THENCE NORTH 12°11'40" EAST, 255.36 FEET; THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET; THENCE NORTH 22°06'19" WEST, 60.00 FEET; THENCE NORTH 22°06'19" WEST, 68.43 FEET; THENCE NORTH 30°05'32" WEST, 68.43 FEET; THENCE NORTH 38°54'53" WEST, 43. 57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING,

"Townhome Residential Units" shall mean those Residential Units that may be constructed on the Subject Property, which consist of two semi-detached, dwellings which are located and configured adjacent to each other.

RECITALS

The Parties acknowledge and agree to the following recitals ("**Recitals**") and further agree that each of the Recitals: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement.

A. The Agreement applies to the Subject Property, the Project and the resulting Proposed Lot as authorized in the Town Approvals.

B. Property Owner submitted its application seeking approval of a "Planned Unit Development" inclusive of requests for conditional uses, waivers and variations (as noted in Section 5 below) for the Subject Property and Project ("**Application**") authorizing the platting, use and development of the Proposed Lot in connection with the Project.

C. The materials submitted with the Applications and reviewed by the Town included certain architectural design plans, infrastructure plans, engineering plans and similar plans indicating the manner that the Project would be developed ("**Development Plans**"). A copy of the Development Plans are appended to this Agreement as <u>Exhibit "C"</u>. Full size copies are on file with the Town. The Preliminary Plat, Development Plans and this Development Agreement along with the approvals granted by the Town for the Project ("Town Approvals"), collectively constitute a "Site Specific Development Plan" within the meaning of Chapter 7, Section 5 of the Municipal Code.

D. The Application was reviewed by the Town of Ridgway Planning Commission ("**Planning Commission**") at duly noticed meeting held on ______, 2021 and, after considering the evidence and testimony presented in support of the application, recommended that the Application be conditionally approved.

E. The Application was reviewed by the Town of Ridgway Town Council ("**Town Council**") at the duly noticed meeting held on ______ and, after considering the evidence and testimony presented in support of the application, conditionally approved the Application. Owner timely submitted the materials and information required by the conditions of the Town Council approval to the Town, which the Town recognizes was compliant with the Town Council conditions. The Parties agree that ______, which is the effective date of the Town Council action on the Application, shall establish the "**Preliminary Plan Approval Date**" hereunder.

F. The Parties wish to state and establish certain terms, conditions and other provisions which govern the use and development of the Subject Property, the Project and the resulting Proposed Lot as provided for herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated as part of the agreements of the Parties and in further consideration of the mutual obligations and promises set forth below and in further consideration of the Town's approval of the Applications upon all terms and conditions contained herein, the obligations and expenditures of development undertaken by the Property Owner and the mutual obligations and promises set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as stated below.

1. **Property Owner's Compliance With the Town Approvals and Town**

<u>Acknowledgement of Approvals</u>. Property Owner agrees to comply with each of the terms and conditions of the Preliminary Plat and this Agreement, the Town Approvals and any other site-specific approvals for the project and the applicable provisions of the Municipal Code. Subject to the conditions herein, the Town does hereby finally approve this Agreement. This Agreement shall be recorded and run with the Property.

2. **Development of the Project.**

2.1. <u>Overview of Project and Town Approvals</u>. In connection with the Town Approvals of the Preliminary Plat, this Development Agreement and Site-Specific Development Plan, Property Owner is authorized to develop the Project on the Subject Property, which shall be undertaken and completed on the Proposed Lot pursuant to the timeframes, terms, phasing, required improvements, conditions, etc. approved by the Town. The development will consist of the following elements and components, which may be modified from time to time by agreement of the Town and Property Owner:

Building	Approved Units In Building	
Building CM	Commercial Units: multiple units	
_	Multifamily Residential Units: Up to Four	
	Townhome Residential Units: None	
Building M1	Commercial Units: None	
_	Multifamily Residential Units: Six	
	Townhome Residential Units: None	
Building M2	Commercial Units: None	
	Multifamily Residential Units: Eight	
	Townhome Residential Units: None	
Building M3	Commercial Units: None	
	Multifamily Residential Units: Ten	
	Townhome Residential Units: None	
Building D-1	Commercial Units: None	
	Multifamily Residential Units: None	
	Townhome Residential Units: Two	
Building D-2	Commercial Units: None	
	Multifamily Residential Units: None	

	Townhome Residential Units: Two
Building D-3	Commercial Units: None
-	Multifamily Residential Units: None
	Townhome Residential Units: Two
Building D-4	Commercial Units: None
-	Multifamily Residential Units: None
	Townhome Residential Units: Two
Building D-5	Commercial Units: None
C C	Multifamily Residential Units: None
	Townhome Residential Units: Two

2.2. <u>Project Timing and Phasing</u>.

2.2.1. <u>Infrastructure Improvements.</u> Property Owner is required to undertake and complete certain "Infrastructure Improvements" to serve the Project, as described in the attached "Schedule of Infrastructure Improvements," appended as <u>Exhibit "A"</u>. The Infrastructure Improvements consist of certain "Off-Site Infrastructure Improvements" and certain "On-Site Infrastructure Improvements", as noted on the Schedule of Infrastructure Improvements. In connection with the initiation and completion of the Infrastructure Improvements, the Town and Property Owner each recognize and agree as follows:

A. The nature and extent of the Infrastructure Improvements, as listed in the Schedule of Infrastructure Improvements, are required to serve the Project and are necessary to offset demands to public infrastructure created by the Project. The Property Owner is required to construct/install the Infrastructure Improvements, at its cost and expenses, as provided for in this Agreement. The Infrastructure Improvements will be constructed/installed in accordance with certain **"Plans and Specifications**" on file with the Town and as approved by the Town with the Preliminary Plat.

B. The Property Owner shall construct/install those Infrastructure Improvements, which are designated as the Off-Site Infrastructure Improvements on the Schedule of Infrastructure Improvements, prior to the recordation of the Final Plat for the Project.

C. The Property Owner shall construct/install those Infrastructure Improvements, which are designated as the On-Site Infrastructure Improvements on the Schedule of Infrastructure Improvements, during such time as the Property Owner is constructing the buildings and Improvements to accommodate the Residential Units and the Commercial Units. At the time of the recordation of the final plat, the Property Owner shall enter into a Subdivision Improvement Agreement covering the On-Site Infrastructure Improvements as provided for below in Section 2.2.3.

2.2.2. **Phasing of the Project.** Property Owner has proposed a certain schedule for developing and platting the Project in certain "**Phases**", consisting of the following elements and components: (a) Phase 1: "**Off Site Infrastructure Phase**", and (b) Phase 2: "**Building Construction Phase**". During the Off-Site Infrastructure Phase, the Property Owner shall cause the Off-Site Infrastructure Improvements to be constructed/installed prior to the recordation of the final plat. During the Building Construction Phase, the Property Owner shall cause the On-Site Infrastructure Improvements work serving the Project, including the Public Recreation Trail, and the respective Improvements and buildings accommodating the Residential Units and the Commercial Units to be completed, which work is currently planned to be undertaken in one phase. The On-Site Infrastructure Improvements work shall be reflected in building permits plans for the vertical construction of the buildings and shall be installed prior to the issuance of a certificate of occupancy. Nothing herein shall

expressly obligate the Property Owner to construct the buildings and other Improvements accommodating the Residential Units and the Commercial Units

2.2.3. <u>Final Platting Requirements</u>. The Town and the Property Owner recognize and agree that the Ridgway Municipal Code provides that a final plat for the Project is to be submitted with the Planning Commission for review within two years of the Preliminary Plan Approval Date, see RMC 7-4-5(C)(c). It is further recognized that the Property Owner is required to submit a Subdivision Improvements Agreement at final plat identifying any On-Site Infrastructure Improvements that have not been completed at the time of the recordation of the final plat and providing for the posting of adequate security to cover the completion of the On-Site Infrastructure Improvements within a stipulated timeframe secured through a Subdivision Improvements Agreement pursuant to RMC 7-4-6(B), which timing is intended to coincide with the development of the individual buildings and other Improvements accommodating the Residential Units and Commercial Units. The foregoing notwithstanding, in connection with its approval of the Project Phasing Schedule, the Town and Property Owner each recognize and agree as follows:

A. Following the completion of the installation of the Off-Site Infrastructure Improvements for the Project and upon the compliance with the Ridgway Municipal Code requirements for Final Plat, Property Owner shall be entitled to record the Final Platting of the Project, which platting will occur in one phase

B. Following the final platting and subject to complying with applicable provisions in the Ridgway Municipal Code relating to building, the Property Owner shall be able to proceed with the construction of the Building Construction Phase.

C. The Property Owner may request and the Town may consider an alternative timing and/or sequencing of the phasing of the construction of the Project, which the Town shall reasonably consider and may approve if the revised sequencing provides for a more expedient manner of development.

3. <u>Short-Term Rentals</u>. Short-term rentals, as allowed, licensed and permitted under the provisions of the Municipal Code, is an allowable use for only the Townhouse Units, provided that such usage is subject to all Town Regulations, including: short-term rental regulations, lodging and sales taxes, any applicable licensing, and any future amendments to the Municipal Code.

4. <u>Provision of Deed Restricted Housing</u>.

4.1. Property Owner has agreed to provide certain deed restricted housing in connection with the development of the Project in accordance with the terms and conditions of this Section 4. In furtherance of this requirement, Property Owner hereby restricts the ownership, use and occupancy of the following: (a) a one bedroom unit in Building M3 (to be denoted as Unit 102); (b) a one bedroom unit in Building M3 (to be denoted as Unit 201); (c) a two bedroom unit in Building CM (to be denoted as Unit 202) and (d) a two bedroom unit in Building CM (to be denoted as Unit 203) ("**Deed Restricted Units**") to the terms, conditions, restrictions and requirements provided for in this Section 4, which shall run in perpetuity and not expire and shall survive any foreclosure of the Deed Restricted Units, unless the restrictions are otherwise released or modified with the written consent of the Town. Any instrument of conveyance concerning a Deed Restricted Unit shall clearly indicate that the Unit is deed restricted and contain a reference to these restrictions in a form approved by the Town. The Town is granted and conveyed the right to enforce compliance with these restrictions that are applicable to the Deed Restricted Unit. The Deed Restricted Unit shall be owned and occupied by persons who qualify with the terms and conditions of these restrictions.

4.2. On the day of application, the prospective owner(s) of a Deed Restricted Unit 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 Deed Restricted Unit. Proof of this intent must be presented to the Town in advance of any transfer of property, including the original property transfer and all subsequent resale and transfer of property. Proof shall include written documentation verifying residency within Ouray County, or residency within 30 days of application.

At the time of the purchase of a Deed Restricted Unit, including the original 4.3. property transfer and all subsequent resale and transfer of property, at least one person in the household shall earn the majority of their income in Ouray County or from an employer based in Ouray County. This occupancy limitation and requirement may include at least one person in the household that is retired but previously earned 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 verifying employment within Ouray County.

4.4. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be % or less of the Area Median Income [to be determined once cost of building each unit per 4.5 below is known – likely will include a different AMI for the different unit types], as the same are determined by the United States Department of Housing and Urban Development, as adjusted annually. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax returns, verifying annual income for the prior year. HUD income limits are derived from the most recent data provide y. HUD regarding Area Median Income Levels (AMI) for Ouray County.

4.5. The foregoing notwithstanding, there shall be an initial maximum sales price on every Deed Restricted Unit, which shall be equal to the cost of acquiring and developing the Deed Restricted Unit, plus not more than a ten (10%) profit; provided, however, that if the initial maximum sale price exceeds the maximum purchase price for an % AMI household for Ouray County, the Owner agrees to reduce the profit downward from 10% to an amount that achieve the targeted AMI affordable maximum purchase price, except that in no event will the initial maximum sales price be reduced to an amount that requires the Owner to achieve less that a 3% profit. Evidence of the developer's cost shall be submitted to the Town Manager, or his/her designee, who shall review the developer's computation of cost and approve, in writing, the proposed initial maximum sales price. The documents establishing the Property Owner's cost must be approved by the Town Manager, or his/her designee, prior to any transfer of property. The guiding principles in determining initial sales price of any unit is that the Property Owner should be constructing and selling these units without exceeding the prescribed profit. In no event should the requirements of this Section 4 shall be read to require the Property Owner to lose money in connection with the sale of the Deed Restricted Unit by establishing an initial maximum sales price which causes the Property Owner to lose money in the construction and sales of the Deed Restricted Unit. The Town Manager, based on review of the Owner's cost, may deviate from the % AMI restriction if the cost plus 3% profit exceeds affordability for % or less income level.

The above referenced Deed Restricted Unit shall be, and remain, owner occupied 4.6. . Long-term and short-term rental of these units is prohibited.

units

The Town hereby waives development excise tax RMC 3-4-1, et seq., on these 4 4.7.

The Town waives all "plan check fees" and building permit fees charged by the 4.8. Town on these 4 Deed Restricted Units.

> 4.9. The maximum resale price of these deed-restricted units is limited to an annual

price appreciation cap of 3% of the initial gross purchase price. All resale pricing is subject to the review and reasonable approval of the Town of Ridgway Town Manager, or his/her designee, for the sole purpose of ensuring the resale price is in compliance with the requirements of this Section 4.

4.10. If an owner of a Deed Restricted Unit makes any capital improvements requiring a building permit to the property during his/her term of ownership, the cost of those capital improvements as indicated on the building permit shall be added to the gross resale 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, including but not limited to upgrades during construction, shall require the prior, written reasonable approval of the Town.

4.11. The owner of a Deed Restricted Unit may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these provisions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met: (i) there are practical difficulties or unnecessary hardships caused to the individual unit owner if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners of units burdened by these regulations; and (ii) the spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver. The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be granted with less than four (4) concurring votes of the Planning Commission. Hearing procedures are defined in Ridgway Municipal Code 7-3.

4.12. The seller of the Deed Restricted Unit is responsible for ensuring compliance with these restrictions and agrees to consult with the Town of Ridgway Town Manager, or his/her designee, regarding any qualified buyer(s) and the maximum resale price under the provisions of this Section 4.

4.13. All warranty deeds for the transfer and conveyance of a Deed Restricted Unit will clearly indicate that they are deed restricted and reference this Agreement and applicable note included in the Final Plat, as amended from time to time.

4.14. Property owner agrees that at least two of the Deed Restricted Units will be constructed within the first phase of the project. Construction of these two units must be complete before any certificates of occupancy for any of the free market units in the Project can be issued. The remaining two units must be completed within the second phase of the Project.

5. <u>Waivers and Variances Granted for the Project.</u> The following variances and conditional uses are provided for with this Site-Specific Development Plan, pursuant to RMC 7-3-11:

- A. Conditional use for Townhouse Dwellings in General Commercial (GC) zoning district.
- B. Conditional use for buildings over 10,000 sf in General Commercial (GC) District. (M2 and M3).
- C. Conditional use for buildings in height up to 35' in the General Commercial (GC) District.
- D. Conditional use for building within the 25' to 75' setback in the UROD District.
- 6. Vested Rights.

6.1. **Intent.** Development of the Property in accordance with the terms and conditions of this Agreement will provide for orderly and well planned growth, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness in the land use planning process, secure the reasonable investment-backed expectations of the Property Owner, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute, C.R.S. §24-68-101, et. seq. and Chapter 7, Article 5 of the Ridgway Municipal Code. In exchange for these benefits and the other benefits to the Town contemplated by the Agreement, together with the public benefits served by the orderly and well planned development of the Subject Property and Project, the Property Owner desires to receive the assurance that development of the Subject Property and Project may proceed pursuant to the terms and conditions of the Agreement.

6.2. <u>Site Specific Development Plan</u>. This Development Agreement along with the Preliminary Plat, Development Plans and the Town Approvals constitutes a Site-Specific Development Plan pursuant to Section 7-5-1 of the Municipal Code.

6.3. <u>Vested Real Property Right</u>. Accordingly, this final approval has created for Property Owner's benefit a "vested real property right" as defined by C.R.S. § 24-68-101 et seq.

6.4. **Duration**. For purposes of this Agreement, the above-referenced vested real property right shall remain vested for three years from the Preliminary Plan Approval Date pursuant to RMC 7-5.

6.5. **Publication**. A notation of such vested real property right has been made on the Preliminary Plan and a notice has been published in a newspaper of general circulation within Ouray County on ______, 2021 (following the Town Council action on this Development Agreement) and again on ______, 2021 (following the Effective Date).

6.6. <u>Reliance</u>. The Property Owner has relied upon the creation of such vested real property right in entering into this Agreement.

6.7. <u>Future Legislation</u>. During the six-year period in which the vested real property right shall remain vested, the Town shall not impose by legislation or otherwise any zoning or land use requirement or obligations upon Property Owner or their successors or assigns which would alter, impair or diminish the development or uses of the Subject Property and Project as set forth in this Agreement, except:

i. With the consent of the Property Owner; or

ii. Upon the discovery of natural or man-made hazards on or in the immediate vicinity of the Subject Property and Project, which could not reasonably have been discovered at the time of vested rights approval, and which, if not corrected, would pose a serious threat to the public health, safety and welfare; or

iii. To the extent that compensation is paid, as provided in Title 24, Article 68, CRS.

The establishment of such vested real property right shall not preclude the application of ordinances or regulations which are general in nature and applicable to all property subject to land use regulation by the Town, including, but not limited to, fee assessments and building, fire, plumbing, electrical, mechanical, water and sewer codes and ordinances.

7. Other Agreements.

7.1. As part of the final platting, Property Owner, for no consideration, agrees to grant a non-exclusive, perpetual easement to the Town at the location indicated on the Preliminary Plat to accommodate the Town's installation and operation of signage reflecting an entry to the Town of Ridgway. The Town is responsible for designing, installing, operating, maintaining and repairing the signage without cost or expense to Property Owner.

7.2. As part of the final platting, Property Owner, for no consideration, agrees to grant a non-exclusive, perpetual easement to the Town at the location indicated on the Preliminary Plat to accommodate the placement of a non-motorized hiker/biker trail ("**Ridgway Village West Pedestrian Path**") to assist in the creation of a connection with the Ridgway Village West development and other adjacent development east of State Highway #550 that will connect with the Public Recreation Trail (being developed by the Property Owner as part of the Project) located along the westerly edge of the Subject Property. The Property Owner is not responsible for designing, installing, operating, maintaining and repairing the Ridgway Village West Pedestrian Path nor is the Property Owner responsible for incurring any cost or expense with respect to the Ridgway Village West Pedestrian Path.

7.3. As part of the final platting, the Town, for no consideration, agrees to grant a non-exclusive, perpetual easement to the Owner the location indicated on the Preliminary Plat to accommodate the placement of certain stormwater/drainage facilities on the Town property east of the Project. The Property Owner is responsible for designing, installing, operating, maintaining and repairing the Pedestrian Path nor is the Property Owner responsible for incurring any cost or expense with respect to the Pedestrian Path.

7.4. Design and Installation of New Offsite Sewer Service Line.

7.4.1. Owner agrees to design a certain Sewerline serving development in East Ridgway ("New Offsite Sewer Service Line"). The New Offsite Sewer Service Line shall be designed as a gravity feed system. Owner is not required to design or install any lift station or similar mechanical device as part of the New Offsite Sewer Service Line. The Owner's project engineer will design the New Offsite Sewer Service Line, which would be extended to a certain coordinate where the northerly extent of the line on Lot 1R will terminate and be available to a line extension that would thereupon connect to development east of Hwy #550 ("New Offsite Sewer Service Line Termination Point"). The Town is required to provide the coordinates of this particular location based upon how the connection to the New Offsite Sewer Service Line will need to serve development on the east side of Hwy #550. The coordinates shall be in form and content requested by the project engineer and shall include, without limitation, the designation of the longitude, latitude and depth for which the New Offsite Sewer Service Line Termination Point. The project engineer is not responsible for and shall not perform any inspecting, studying, calculating or designing any aspects of the existing or future sewer systems serving any development occurring offsite (not on Lot 1R), including development occurring on easterly side of Hwy #550. The project engineer shall rely upon the accuracy of the information provided by the Town in designing the New Offsite Sewer Service Line and siting the New Offsite Sewer Service Line Termination Point and is not obligated to perform any further inspections, studies, calculations or designs of the sewerline systems and locations occurring on easterly side of Hwy #550 to verify the accuracy of the Town's information. The project engineer will submit its completed design plans for the New Offsite Sewer Service Line and the siting the New Offsite Sewer Service Line Termination Point to the Town for its review and approval. During the course of its review, the Town shall notify the project engineer if its design plans would not properly align with and be available to connect any with any offsite sewer line extensions proposed by the Town to connect to the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point. The Town agrees that it shall not hold the property owner or

project engineer liable for any design defects attributable to the information provided by the Town. The Town shall indemnify the Owner and project engineer for any claims, demands, actions, damages and similar costs and expenses, arising from design defects attributable to information provided by the Town.

7.4.2. The Owner agrees to install the New Offsite Sewer Service Line and the siting the New Offsite Sewer Service Line Termination Point in accordance with the plans prepared by the project engineer and approved by the Town. The work would be commenced and completed in an orderly manner as part of the logical buildout of the Riverfront Village Planned Unit Development project. My client will undertake and complete the work at its cost and expense, but as consideration for the installation of this improvement, the Town agrees to credit the Owner \$25,000 against water and sewer tap fees that the Town will charge for the Riverfront Village Planned Unit Development project, which would be applied for the initial building permit for the project.

7.4.3. The location of the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point shall occur within the existing utility easements overs Lots 1, 2 and 3 of the Triangle Subdivision. The Owner is not obligated to grant new/modified easements on Lot 1 to accommodate the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point. The Town is responsible for obtaining any additional easements over Lot 2 or Lot 3 if required to accommodate the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point, which shall be obtained in a sufficient time so as not to delay the timing for the installation of the New Offsite Sewer Service Line.

7.5. <u>The New Water Facilities</u>. The Owner agrees to install an extension of the waterline being installed on Lot 1R, which would be extended to certain location on Lot 1R, that could then be extended to connect to development occurring on the easterly side of Hwy #550 ("Waterline Connection Point"). The siting of the Waterline Connection Point must be at a location that does not impede development on Lot 1R. The Owner will install the water line extension to the Waterline Connection Point. The Town or party seeking to extend water service will be responsible for boring and installing the waterline under Hwy #550. The design and siting of the Waterline Connection Point shall be undertaken in connection with plans prepared by the project engineer and approved by the Town, with the town determining the sufficiency and adequacy of the plans to provide the intender water service for all offsite development using the waterline.

7.6. <u>Town Consultant Fees</u>. The Town is solely responsible for paying any and all fees, costs and expenses charged by its engineer, surveying, and other Town consultants or staff in connection in any/all ways with respect to the Town's review/evaluation of plans, preparation of materials, supervisions/inspection of work and other activities relating to the design and installation of the New Offsite Sewer Service Line and the Waterline Connection Point and any related water line extensions ("Town Consultant Fees"). The Owner is not responsible for paying or otherwise reimbursing the Town for any of the Town Consultant Fees and that no portion of the Town Cost Contribution shall be used by the Town to pay for the Town Consultant Fees.

7.7. <u>Waiver of Permit Fees, Tap Fees or Taxes</u>. The Town shall waive or otherwise be responsible for paying any and all permit and permit review fees, taxes, inspection fees, water/sewer tap fees and other similar Town impositions for the for its design, review or other work in any way triggered by the design and installation of the New Offsite Sewer Service Line and the Waterline Connection Point and any related water line extensions ("Town Impositions"). To be clear, my client seeks confirmation that it will not be charged any such Town Impositions for this public works project and that no portion of the Town Cost Contribution be used by the Town to pay for the Town Impositions. The Owner is not responsible for paying or otherwise reimbursing the Town for any of the Town Impositions and that no portion of the Town Cost Contribution shall be used by the Town to pay for the Town Impositions.

7.8. <u>Cooperation of the Town Staff and Engineer.</u> The Town shall cause its staff

and consultants, and engineer to cooperate and assist the project engineer and promptly provide information requested by the project engineer to enable the preparation of the engineering plans for the New Offsite Sewer Service Line and the New Water Facilities.

8. <u>Miscellaneous</u>.

8.1. This Agreement shall extend and inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Property Owner and its successors, legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Property Owner; or (b) otherwise amended in accordance with the amendment procedures contained in the Municipal Code, as it presently exists or as it may hereafter be amended, or terminated; or (c) Agreement terminates pursuant to the terms identified herein and/or in RMC 7-5-4.

8.2. This Agreement shall be recorded in the records of the Clerk and Recorder of Ouray County, Colorado. This Agreement runs with the land and is binding on and inures to the benefit of the representatives, transferees, successors and assigns of the Parties.

8.3. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.4. This Agreement, along with the Preliminary Plan, Development Plans and this Development Agreement along with the Town Approvals constitute the entire integrated understandings of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

8.5. There are no third-party beneficiaries expressly or impliedly intended by this Agreement. No person or entity that is not a Party to this Agreement will have any rights, claims or actions under this Agreement.

8.6. A Party shall "default" under this Agreement if it breaches any of its obligations hereunder and, after receiving written notice of the breach from the other Party (the "Notifying Party"), fails to cure the breach within (i) 10 days after delivery of the notice if the breach is failure to pay money owed to the Notifying Party, or (ii) 45 days after delivery of the notice with respect to any other breach (or, if the breach by its nature cannot be cured within 30 days, the Defaulting Party (as defined below) must commence the cure within 30 days after delivery of the notice and thereafter diligently pursue the cure to completion). In the event of default by a Party ("Defaulting Party"), the Notifying Party may (1) initiate an action to compel compliance by the Defaulting Party with this Agreement, and/or (2) take the necessary action itself to cause the obligation(s) in default to be performed, in which case the Notifying Party may recover from the Defaulting Party all damages and expenses incurred to perform such obligation(s). The substantially prevailing Party shall collect its reasonable costs, expenses and fees, including reasonable expert fees and attorney's fees. A Party may pursue any and all remedies available under Colorado Law, including damages, injunctive relief and/or specific performance. The remedies shall be cumulative in nature and a Party may pursue some or all of its remedies. Personal jurisdiction and venue for any civil action commenced by any Party to this Agreement whether arising out of or relating to this Agreement will be deemed to be proper only if such action is commenced in District Court for Ouray

County. Each Party expressly waives its right to bring such action in or to remove such action to any other court whether state or federal. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

8.7. This Agreement may be executed in multiple counterparts or by legible scanned/emailed or facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The scanned/emailed or facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed "hard copy" of the Agreement shall not be necessary, but may be executed by the Parties.

8.8. Any notice to be given hereunder shall be in writing, addressed to the appropriate Party, and shall be delivered in person; by overnight delivery or courier service; or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third business day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be as stated in the records of the Ouray County Assessor.

8.9. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

8.10. No Party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, or other similar occurrences outside the reasonable control of that Party.

8.11. By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each of the Parties have been duly authorized so to do.

8.12. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

8.13. Customary historic architectural and construction industry practices, standards and norms shall be relied upon if and when necessary for purposes of interpreting, applying and enforcing the Agreement.

8.14. The Property Owner and its successors and assigns shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages and attorneys' fees that may arise out of or result directly or indirectly from the Property Owner's actions or omissions in connection with the Property Owner's performance under this Agreement.

8.15. In entering into this Agreement, the Parties acknowledge and agree that they will perform their duties and obligations in a commercially reasonable manner and in good faith and that this commitment is being relied upon by each other Party. The Parties hereto warrant that each Party is a duly qualified and existing entity, capable of doing business in the state of Colorado and that the person(s) executing this Agreement are duly authorized to execute this Agreement and each Party has taken all actions necessary to obtain such authorization and that the terms and conditions of this Agreement

constitute an enforceable agreement against such Party.

AGREED TO AND MADE EFFECTIVE BY THE PARTIES AS OF THE EFFECTIVE DATE.

PROPERTY OWNER:

Alpine Homes-Ridgway, LLC, a Colorado limited liability company

By:	Date:
Joel A. Cantor, Manager	
STATE OF)
) ss.
COUNTY OF)
	ged before me this day of, 2021, by Joel A. Cantor, as -Ridgway, LLC, a Colorado limited liability company.
Witness my hand and official	seal.
	My commission expires:

Notary Public

TOWN:

Town of Ridgway, Colorado, a municipal corporation		
By:	_ Date:	-
Printed Name: Title:	-	
ATTEST:		
Town Clerk	-	
APPROVED AS TO FORM:		
Bo Nerlin, Town Attorney	-	
STATE OF COLORADO)		
) ss. COUNTY OF OURAY)		
The foregoing instrument was acknowled, Town Manager, To	dged before me this day of wn of Ridgway, Colorado.	, 2021 by
Witness my hand and official seal.		
	My commission expires:	

Notary Public

<u>Exhibit A</u> (Schedule of Infrastructure Improvements)

Off-Site infrastructure improvements:

- 1. Sewer and water main
- 2. Any required shallow utilities, if any
- 3. CDOT Access Improvements on Hwy. 550 to comply with CDOT's approved Access Permit.
- 4. Project Access Drive Construction of CDOT approved access driveway from Hwy. 550 onto Lot-1.

On-site infrastructure improvements:

- 1. Installation of all underground utilities and service mains
- 2. Construction of all internal access roads, parking lots, access tracts, sidewalks, curb & gutter throughout subdivision.
- 3. Construction of storm water drainage system.
- 4. Construction of river trail.
- 5. Installation of irrigation well, storage tanks, and irrigation distribution system.
- 6. Installation of landscaping.

<u>Exhibit B</u> (Preliminary Plat)

<u>Exhibit C</u> (Development Plans)



March 25, 2021

John Simone Authorized Agent for Alpine Homes Ridgway, LLC Sent via E-Mail to jls@q.com

RE: Triangle Lot 1 PUD/Tavici Village PUD & Preliminary Plat Review Comments

Mr. Simone:

The above mentioned application which was submitted on January 26, 2021 and discussed with Town staff in recent meetings has been reviewed by the Town's engineering and planning consultants.

Based on the review of those updated submittal materials, previous comments have been updated to reflect the updates in those materials.

It is our understanding that you and your team would like this project to be presented to the Town of Ridgway Planning Commission at their April 27th meeting. While staff is not able to fully support the application proceeding at this time because of the identified deficiencies in the attached comments, you are able to make that request. In an effort to move in the direction of supporting this application, please read through the attached comments and submit your written responses to all comments along with updated plans, documents and other supporting materials no later than 4pm on April 12th so we'll have the ability to at least read through and understand the updates made prior to the Planning Commission packet being sent to them.

We appreciate your thorough responses to the attached comments so we may be able to support more components of the project at the April meeting.

If you have any questions, please contact me at 970-744-0623 or at TDlubac@planstrategize.com.

Sincerely,

COMMUNITY PLANNING STRATEGIES, LLC

TJ Dlubac, AICP Principal / Owner

- Encl: CPS Planning Review Comment Letter dated March 25, 2021 Engineering Review Comment Spreadsheet w/ Responses dated March 20, 2021 Engineering PP-PUD Redlines Engineering Utility Plan Redlines Water/Sewer GIS Aerial Map
- Cc: Preston Neill, Town Manager Joanne Fagan, Town Engineer



March 25, 2021

John Simone Authorized Agent for Alpine Homes Ridgway, LLC *Sent via E-Mail to jls@q.com*

RE: Triangle Lot 1 PUD/Tavici Village PUD – Initial review of Preliminary Plat Submitted January 26, 2021.

Mr. Simone:

CPS has completed a review of the submitted documents for the Preliminary Plat of Tavici Village PUD, a replat of Lot 1, Triangle Subdivision on behalf of the Town of Ridgway against previous review comments provided. This letter identifies the outstanding items not found to be addressed in this latest submittal based on the that review. Please review each comment and respond to each comment in writing.

<u>7-4-5(B)(5)</u> Preliminary Plat: Contents of Preliminary Plat shall include the items listed within this section. Deficiencies not meeting the requirements of Sec. 7-4-5(B)(5) are listed below:

Page 1 Preliminary Plat:

1. Please amend the Attorney certificate block language to be the Town's standard certificate and read:

"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 lands 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: (insert exceptions as needed)" WE DISCUSSED THIS COMMENT WITH THE TOWN ATTORNEY, WHO APPROVED THE LANGUAGE SUBMITTED ON THE PLAT. WE ARE NOT PROPOSING A CHANGE TO THIS LANGUAGE

2. Reformat page 1 to ensure that "Town Attorney" is located directly under the signature line rather than on the top of the next column. (see redline)

Page 2 Preliminary Plat:

- There are items discussed in Note 1, FORMATION OF COMMON INTEREST COMMUNITY, that do not need to be included on the plat. Please evaluate this note compared to the contents of the Covenants and remove unnecessary items from this note.
- 4. Amend Note 4, PROVISIONS OF DEED RESTRICTED HOUSING, to specify the exact units that will be Deed Restricted Units. we discussed with town attorney, who supported this approach, having language crossreferencing the Development Agreement and the DA establishes the deed restricted units
- The Planning Commission requested restrictions on the number and location of Short-Term Rentals (STR) within the project. Note 5 should be amended to identify the proposed restrictions. If the development team doesn't propose such limitations, the Planning Commission will most likely place restrictions on STR's during their review.
 See Section 3 of the Development Agreement, which this
- Amend Note 6, COMMON ELEMENT MAINTENANCE, to match the town's standard language and read:

1.

the following: (edit list accordingly)

"The owners of Lots/Units _____ through _____ within this PUD shall be jointly and severally liable for The HOA will be responsible for this work, not homeowners, this is covered in the decs. This is how CIOA communities work. The Town's proposed platnote does not align with CIOA. We revised the platnote to pick up other items to be maintained.

- 2. The operation and maintenance of the storm water system, including maintenance of the grade, and unobstructed area of any surface drainage ways, drainage easement, and the drywells and related appurtenance;
- 3. Maintenance of internal roads and driveways;
- 4. Maintenance of landscaping including weed control, benches, fences, retaining walls, and lighting;
- 5. Maintenance of trails on the easements shown hereon;
- 6. Removal and replacement of any physical features, including but not limited to: lighting, sidewalks, and/or landscaping, if the Town of Ridgway or other providers need access through easements for maintenance or repairs to their infrastructure located within said easements;

In the event that said maintenance is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the county Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s)" This language is included in the platnote

- Note 7, SNOW REMOVAL, can be combined with Note 6 COMMON ELEMENT MAINTENANCE.
- 8. Amend Note 7, SNOW REMOVAL, by clarifying that the Association is responsible for removal of all snow in roadways, alleys, rights-of-way, and accesses (including emergency easements).
- 9. Amend Note 8, LANDSCAPING, by removing the first sentence related to timing of improvements.
- 10. Note 8, LANDSCAPING, can also be combined with Note 6 COMMON ELEMENT MAINTENANCE.
- 11. Note 9, EXTERIOR MAINTENANCE AND APPEARANCE OF THE DUPLEX RESIDENTIAL UNITS AND PARTY WALL RIGHTS, and Note 10, EXTERIOR OF MULTIFAMILY RESIDENTIAL UNITS AND COMMERCIAL UNITS, should be placed in the covenants and removed from the face of the plat.
- 12. Amend Note 12 "MAXIMUM ALLOWABLE DWELLING UNITS:" to state: "The maximum number of dwelling units allowed is 38." The remainder of this note needs to be removed. (see redline)
- 13. Note 13 EASEMENTS, needs a lot of clean up:
 - a. The easement types need to match those on page 3 of the PUD Preliminary Plat
 - b. The language should match our standard,
 - Part (b) cannot be just for this PUD as the water and sewer lines will be part of a larger c. system and that may be the same for gas and power, the process at the end of the 1^{st} paragraph should be removed (See redline),
 - d. May need to add access easement for all lots, may need further updates once utility plans are closer to final.
- 14. Add the following notes to Page 2 of the Preliminary Plat:

Town of Ridgway Tavici Preliminary Plat/PUD Review Letter March 25, 2021 Page 3 of 8

- "SOILS: Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions *(insert any other concerns listed in the soils report)* on a particular lot prior to design and construction. On [date], [consultant of _____, Colorado], issued a [name of study] discussing soil characteristics in the [development/subdivision name] which all owners, contractors and engineering are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in this subdivision."
- 2. "CDOT ACCESS PERMIT: Vehicular access to or from property adjoining a state highway shall be provided to the general street system, unless such access has been acquired by a public authority. Pursuant to C.R.S. § 43-2-147(1)(b), all lots and parcels created by this subdivision will have access to the state highway system in conformance with the state highway access code."
- 3. "PRIOR EASEMENTS: The property platted hereon is subject to the prior easements as shown hereon."

Page 3 Preliminary Plat:

- 15. Confirm that the previous comments made in reference to reconciling the access easement per reception number 150643 and ingress, egress, and sign easement per reception number 163082 have been addressed and provide justification for how it has been addressed. There was a question pertaining to reception number 195143 vacating those easements, but this question was not addressed in the January 26th resubmittal.
- 16. Please address the previous comment requesting to add centerlines on easements and other measurements to tie these easements to adequate survey markers and monumentation. It appears some easements (i.e., utilities within internal roadways) have adequate bearings and distances addressing this comment, but the remainder of easements don't appear to have been changed nor has a written response been provided to assist the Town in determining if need has been addressed.
- 17. Add 100-year floodplain line to page 3. If the property is not impacted by the 100-year floodplain, certification of such finding shall be noted on Sheet 2 of the Plat.

Page 4: Sheet A1.1 Preliminary Plat:

- 18. While additional site information was provided on Page 4 of the Preliminary Plat addressing some previous comments, additional information was requested to identify the area dedicated to public use. Please add this area to the Lot Area Calculation table on Page 4.
- 19. 7-4-5(B)(5)(a) See general comments in (5) above.
- 20. 7-4-5(B)(5)(b) See general comments in (5) above.
- 21. 7-4-5(B)(5)(c): The following comments are applicable to this section:
 - Town is still strongly encouraging the development team to propose a more practical location of the easement between the river trail and the sidewalk. It was recommended that this easement alignment be placed through the development behind CM building and between M1 and D1 buildings. If this practical alignment is not desired, please at least address this comment so that the issue can be brought up and discussed with the Planning Commission.

- 2. Please provide justification and rationale for not meeting the requested PC 40' width while not impeding traffic flows and maneuvering. This justification should include identifying fire access and lanes, parking space lengths, drive aisle widths, and loading and delivery areas, at a minimum to afford the Planning Commission the necessary information to make a decision on this proposal that will not have negative impacts on internal circulation and access.
- 22. 7-4-5(B)(5)(d) See general comments in (5) above.
- 23. 7-4-5(B)(5)(e) The updated plans continue to illustrate storm drainage easements on Town property. Since these have not been approved by the Town Council, please provide written justification for the need for these easements and their function. Furthermore, as was explained in previous reviews, the developer was asked to pay the Town for these easements.
- 24. 7-4-5(B)(5)(g) The building setback distances appear to have been identified on all exterior property lines, however, it appears the latest version of the map had the property line work turned off. Please turn this layer back on in the next submittal of the plan sets so we can accurately review the relationship between property lines and features.
- 25. See redlines and comments above related to Page 4 (Sht A1.1) of plan set.
- 26. 7-4-5(B)(6): The following comments apply to this section:
 - 1. 7-4-5(B)(6)(a) See engineering review comments.
 - 2. 7-4-5(B)(6)(b) It appears that fire suppression specifications and details were removed from the latest version of plans submitted. Please either reinsert those facilities in the plan set or address, in a written response, the reasoning for not including such facilities and when those plans will be provided so staff can ensure the Planning Commission has all pertinent information.
 - 3. 7-4-5(B)(6)(c) See engineering review comments.
 - 4. 7-4-5(B)(6)(d) See engineering review comments.
 - 7-4-5(B)(6)(f) Previous comments made on the declarations have not been addressed. Please provide written responses to each of the following comments/questions: Discussed with town attorney, not part of town purview, lets discuss with Planning Dept and Town Attorney
 - i. 2.3, near the end, does this reduce voting rights of deed restricted unit owners?
 - ii. 2.44 definition needs to match the Town's definition. We need Exhibit B before we can sign off on these decs.
 - iii. 3.14.1 does it need to call out something like "or per allowed by town code"? Home occupations with certain limitations are currently allowed by town regs. Is the intend to not allow home occupations at all?
 - iv. 3.15.2 Note that any restrictions on use of the commercial areas in the decs. will be the HOAs to enforce, not the Town's responsibility. Having different use regulations in the Decs. From Town regs can get messy and complicated in the future.
 - v. 3.19.1 and 2 PC said they want to restrict STR somehow. Revise this section based on what is determined. See other notes regarding STRs.

Town of Ridgway Tavici Preliminary Plat/PUD Review Letter March 25, 2021 Page 5 of 8

- vi. 4 confirm that all of the easements in the decs. are for the declarant and that none apply to a Town easement. Town does the best we can to have minimal impacts during water main/sewer main repairs but will not replacing landscaping or other elements placed in the easements.
- vii. Art. 11, opening paragraph 50 years is a really long time for declarant rights and does not seem appropriate for future owners. Please update to say, "The Declarant hereby reserves for itself and its successors, assigns and designees, the following "Special Declarant Rights," "Development Rights" and "Additional Reserved Rights" for fifty years following the recordation of this Declaration, unless sooner terminated by the written election of Declarant, in its sole discretion, or by operation of Colorado law upon the expiration of the Declarant control period (collectively the "Reserved Rights")."
- viii. 11.1.5 Add reference that Town procedures have to be followed as the declarant cannot amend the condo map without having to go through the Town procedures.
- ix. 11.2 Please reference Town procedures as the declarant can't do all of this without Town approval.
- x. Submit the Articles of Incorporation to the Town.
- xi. Submit the bylaws to the Town.
- 6. 7-4-5(B)(6)(g) See engineering review comments.
- 7. 7-4-5(B)(6)(i) See engineering review comments.
- 8. 7-4-5(B)(6)(j) See engineering review comments.

7-4-5(C) Final Plat:

27. Note that the requirements of this section will be required for final plat submission and approval. Furthermore, tap fees and excise tax shall all be paid prior to the Town approving final plat.

7-4-6 Required Improvements:

- 28. 7-4-6(A)(2) See engineering review comments.
- 29. 7-4-6(A)(3) See engineering review comments.
- 30. 7-4-6(A)(4) See engineering review comments.
- 31. 7-4-6(A)(6) See engineering review comments.
- 32. 7-4-6(A)(7) See engineering review comments.
- 33. 7-4-6(A)(8) See engineering review comments.
- 34. 7-4-6(A)(10) An access easement should be provided at a practical alignment through the property too make up for the current social trail. See attached redlines and comment above under Sec. 7-4-5(B)(5)(c).
- 35. 7-4-6(B) A Subdivision Improvement Agreement shall be submitted with the Final Plat.
- 36. 7-4-6(C) Certification of the property being free of noxious weeds or a written plan to abate noxious weeds shall be submitted with the Final Plat.

Town of Ridgway Tavici Preliminary Plat/PUD Review Letter March 25, 2021 Page 6 of 8

7-4-7 Design Standards

- 37. 7-4-7(C) Alley's shall be provided in commercial areas unless this requirement is waived by PC. If alley' are not intended, please provide written justification and rationale for making this request to the PC.
- 38. 7-4-7(D) See engineering review comments.
- 39. 7-4-7(D) See engineering review comments.
- 40. 7-4-7(E) See engineering review comments.
- 41. 7-4-7(F) See engineering review comments.
- 42. 7-4-7(G) See engineering review comments.
- 43. 7-4-7(I) See engineering review comments.
- 44. 7-4-7(J) See comments on plat notes under Section (5) above.

RMC 6 – Building Regulations:

45. <u>6-6 Residential Design Standards 6-6-5(A)</u>: A previous comment requested that plans include the location of A façades and B facades throughout the project to ensure that the standards are met. Furthermore, townhouses appear to be dominated by garage doors which is not permitted. Please provide written responses explaining how these designs meet the architectural standards. For standards that are unable to be met, please provide written justification for requesting relief from such standards to be discussed with the PC.

RMC 7 – Zoning Regulations:

- 46. 7-3 Zoning Regulations: Zone District (use):
 - 1. <u>Conditional use</u> to allow for townhouses within the GC zone district will need to be granted through the appropriate town process. The PUD can be used to grant that approval, but the application shall specifically state this as a request. If such a request is not received, a conditional use should be requested separately from this Preliminary Plat/PUD request pursuant to Sec. 7-3-23 of the Ridgway Municipal Code. Please specify how you'd like the Town to proceed with this request.
 - 2. <u>Conditional use</u> to allow buildings over 10,000 SF for M2 and M3 will need to be granted through the appropriate town process. The PUD can be used to grant that approval, but the application shall specifically state this as a request. If such a request is not received, a conditional use should be requested separately from this Preliminary Plat/PUD request pursuant to Sec. 7-3-23 of the Ridgway Municipal Code. Please specify how you'd like the Town to proceed with this request.
 - 3. <u>Conditional use</u> to allow buildings between 25' and 75' of the high-water mark will need to be granted through the appropriate town process. The PUD can be used to grant that approval, but the application shall specifically state this as a request. If such a request is not received, a conditional use should be requested separately from this Preliminary Plat/PUD request pursuant to Sec. 7-3-23 of the Ridgway Municipal Code. Please specify how you'd like the Town to proceed with this request.
 - 4. <u>Variance</u> to allow townhomes to be over 50' in length parallel to the river should be granted through the appropriate town process. The PUD can be used to grant that

approval, but the application shall specifically state this as a request. If such a request is not received, a variance should be requested separately from this Preliminary Plat/PUD request pursuant to Sec. 7-3-23 of the Ridgway Municipal Code. Please specify how you'd like the Town to proceed with this request.

- 5. <u>Conditional use</u> to allow building height up to 35' for M2 and M3 will need to be granted through the appropriate town process. The PUD can be used to grant that approval, but the application shall specifically state this as a request. If such a request is not received, a conditional use should be requested separately from this Preliminary Plat/PUD request pursuant to Sec. 7-3-23 of the Ridgway Municipal Code. Please specify how you'd like the Town to proceed with this request.
- 47. <u>Dimensional Standards:</u> Applicant response indicates townhomes are less than 50' in width adjacent to river. However, previous town comment indicates differently. Please add measurements of townhome width on Sheet A1.1 or L1.1-L1.4.
- 48. <u>Signage:</u> Please provide additional information on the location, size, and illumination of all proposed or anticipated signs to be reviewed in conjunction with the PUD to ensure consistency with other building design, site layout, and use standards. There appears to be confusion around proposed signage on Lot 2 (off-site) which will need to be presented and discussed with the PC.

Misc. Review Comments:

49. Development Agreement:

- Recital B continues to appear to be inaccurate. A previous comment requested to confirm the reference to Section 8 was correct and no response was received. Please provide a written response confirming this is the intended section or make the necessary change to reference the correct section. If it is correct, please provide a narrative for why Section 8 is referenced and specify the exact subsection that is applicable to clear up any confusion on the intent of this reference.
- 2. A previous comment requested to change the language in the Table in 2.1 for Building CM to state "Up to 4 units" rather than "four" to address previous conversations. This change was not made and should be made to best reflect the intent and agreement of the project. Again, if this is not desired for a compelling reason, please provide written response so the comment can be further addressed and, if appropriately, closed out.
- 3. A previous comment requested clarification on the intent and applicability of section 2.2 Project Timing and Phasing. These items were not clearly addressed in a written response nor is it abundantly clear if there were any changes made to this section to address these items. Please provide a written response addressing each item posed so that the town can confirm the intent is consistent. The previous comments which require written confirmation are as follows:
 - i. What are "off-site infrastructure improvements"? What are "on-site infrastructure improvements"?
 - ii. Will be helpful to get Exhibit A to better understand the phasing plan. For example, will your final plat some of the buildings before the others? Phasing plans will need to consider that the deed restricted units are built with the first one or two phases of the Project.

- 4. PC requested limitations on STRs in the project, however, this request has not been addressed with the latest submission. Please provide written response to this request expressing the development teams position on this item so that staff may present this position to the PC for their review.
- 5. Again, the previous comments associated with Deed restricted housing have not been responded to in a clear manner making it difficult to determine if the identified concerns were addressed. Please provide written response to this request expressing the development teams position on this item so that staff may present this position to the PC for their review.
- 6. Previous comments associated with the sign and pedestrian access easement, as expressed in previous comments associated with the plat and in redlines on the plat, have not been addressed in any written form, therefore, staff is unable to determine if the position is valid and is unable to present the applicant's position to the PC. Please provide a written response addressing these comments.
- 7. Change "preliminary plan" in Section 8.4 to "preliminary plat".
 - i. Town staff has provided the applicant with a memo dated December 18, 2020 identifying short falls of the application and items needed to have a completed application. These comments do not appear to have been directly responded to in writing and there appear to still be outstanding items from that memo which need to be addressed. Please provide written responses on how each of the comments detailed in the December 18, 2020 memo have been addressed in the most up to date version of the application package.
 - ii. Based on the Town's last review, there were a number of redlines provided for the Deed Restriction Language, however, no updated deed restriction language reflecting these changes was submitted.

Please review each comment carefully. Submit your resubmittal package, including all written responses to the comments in this letter and any updated plans, documents, or other support material(s) necessary to address the comments to the Town at your earliest convenience.

Sincerely,

COMMUNITY PLANNING STRATEGIES, LLC

& Dollar

TJ Dlubac, AICP Principal / Owner 970-744-0623 TDlubac@PlanStrategize.com

Enclosed:

- A. Tavici Preliminary Plat Redlines
- B. Town of Ridgway Initial Comment Letter dated December 18, 2020.

CPS Review 03/18/2021

PRELIMINARY PLAT OF: TAVACI VILLAGE PLANNED UNIT DEVELOPMENT

CERTIFICATE OF DEDICATION AND OWNERSHIP:	of record of Colorado, do hereby certify that I have examined the Title Policy numbered		Town Attorney
KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain lands in the Town of	issued by and according to that title	ENGINEER'S CERTIFICATE:	
Ridgway, Colorado, to wit: LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254.	policy, of all land herein platted and that title to such land is in the dedicator(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:	curb gutter & sidewalk, sanitary s	a Registered Engineer in the State of Colorado, do certify that the stra ewer system, the water distribution system, fire protection system and bdivision are properly designed, meet the Town of Ridgway specification sion shown hereon.
EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO.		Date:	
196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING,	Dated this day of, A.D., 20		
OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET;			
THENCE NORTH 15°16'17" EAST, 169.01 FEET;		Engineer	Registration Number
THENCE NORTH 12°11'40" EAST, 255.36 FEET;	Attorney at Law	BASIS OF BEARINGS:	
THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET;			bar and cap at the (ASSUMED).
THENCE NORTH 22°06'19" WEST, 60.00 FEET;	CERTIFICATE OF IMPROVEMENTS COMPLETION:		_, DC013 (NOSOMED).
THENCE NORTH 25°22'43" WEST, 68.43 FEET;	The undersigned, Town Manager of the Town of Ridgway, does certify that all improvements and utilities	LINEAL UNITS STATEMENT:	
THENCE NORTH 30°05'32" WEST, 159.64 FEET;	required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been	The Lineal Unit used on this plat	is U.S. Survey Feet
THENCE NORTH 38°54'53" WEST, 43.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;	secured pursuant to Town subdivision regulations:		
THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF		SURVEYORS CERTIFICATE:	
BEGINNING. ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.		survey is accurate to the best of	that this plat was prepared under my direct supervision and that said my knowledge, conforms to all requirements of the Colorado Revised of Ridgway regulations, and that all required monuments have been set
Has by these presents laid out and platted, as shown on this plat, under the name of Tavaci Village Planned Unit Development. The following easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado as shown:		shown.	
Utility Easement, Utility and Drainage Easement, Public Recreational Trail Easement, Pedestrian Trail/Underpass/Shelter Easement as shown and identified hereon;	Date:		
		David R. Bulson	L.S. 37662
Executed this day of, A.D. 20	Town Manager		
ALPINE HOMES-RIDGWAY, LLC,			
a Colorado limited liability company	OURAY COUNTY TREASURER:		
	I certify that as of the day of, <u></u> there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all	RECORDER'S CERTIFICATE:	
By: Date: Date:	current taxes and special assessments have been paid in full.	•	he office of the Clerk and Recorder of Ouray County atm.
		the day of	, 20
Printed Name:	Date:	Reception No	
Title:			, by
	Ouray County Treasurer	County Clerk & Recorder	Deputy
STATE OF COLORADO)			
) ss.	PLANNING COMMISSION: Approved by the Ridgway Town Planning Commission this day of, A.D. 20, by		
COUNTY OF)			
The foregoing Certificate of Ownership and Dedication was acknowledged before me this day of	, Chairman.		
, A.D. 20, by, and the provided of the second second second second second second second second	TOWN COUNCIL:		
signatory),(type in representative capacity), of	Approved by the Ridgway Town Council thisday of , A.D. 20, by		
(type in owner's name).			
Witness my hand and official seal.	, Mayor.		
My Commission expires (SEAL)	Update per Shay comment		
	TOWN ATTORNEY'S CERTIFICATE:		
	Approved for recording thisday of, 20, 20		
Notary Public			NOTICE: According to Colorado Law (13-80-105, CRS) yo
ATTORNEY'S CERTIFICATE:			based upon any defect in this survey within three such defect. In no event may any action based
			commenced more than ten (10) years from the

OF LOT 1, TRIANGLE SUBDIVISION

SITUATED IN THE $E_{2}^{1/2}SE_{4}^{1/4}NW_{4}^{1/4}$ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M. TOMAN OF DIDOMANY COUNTY OF OUDAY STATE OF COLODADO

must commence any legal action (3) years after you first discover upon any defect in this survey be date of the certification shown hereon.

ALPINE HOMES-RIDGWAY, LLC TBD Highway 550 Ridgway, CO, 81432	TAVACI VILLAGE Planned Unit Development Section 16 T45N R8W NMPM
01/24/2021	
PROJECT NUMBER 21009	SURVEYING

PRELIMINARY PLAT OF: TAVACI VILLAGE PLANNED UNIT DEVELOPMENT

FORMATION OF COMMON INTEREST COMMUNITY. Alpine Homes-Ridgway, LLC, a Colorado lim company ("Owner") as the owner of the property depicted in this plat ("Property") and as the below described Condominium Documents, states as follows: (A) The Property is being developed as a Colorado common interest ownership community Tavaci Village Condominiums ("Community"), which will be reflected in certain "Condom Documents," including a "Condominium Map," "Condominium Declaration," and certain A Incorporation and Bylaws for The Tavaci Village Owners Association, Inc., a Colorado no corporation ("Association"). The Condominium Documents will be executed and record buildinas. facilities and other improvements containing the Units, Common Elements ar serving the development are completed and prior to the conveyance of a Unit to a t to their execution and recordation, the Condominium Documents will be reviewed and Town of Ridaway. (B) The Community will consist of certain condominium units "Units", which may be separate individual owners ("Unit Owners"), including certain Units usable for residential purpose Unit(s)") and certain Units usable for commercial purposes ("Commercial Unit(s)") and "Common Elements" as the same will be more particularly defined, described, designa depicted on the Condominium Documents. The Residential Units are anticipated to be included in either a building containing multiple Units ("Multifamily Residential Units") Units in a duplex arrangement ("Duplex Residential Units"). (C) This Plat depicts the general location of the siting for potential buildings and improve to accommodate the Units and Common Elements that can be constructed on the P included in the Community. The "Improvements" consist of any and all buildings, stru and similar features that are constructed on or otherwise made to the Property at an accommodate, support, serve or otherwise facilitate the Units and Common Elements Community or otherwise benefit the Unit Owners and Association. The final siting of that may be shown on this Plat may be modified as plans are refined and shall be Condominium Documents. (D) The Owner reserves the right to undertake and complete some or all of the Improve the completed Units and Common Elements into the Community. (E) The entirety of the Property is subjected to Reserved Rights (as defined in the Declar may be exercised by Owner (as declarant) as provided for in the Condominium Docun DEVELOPMENT AGREEMENT. The Owner and the Town have entered into a certain "Develop concerning the property covered by this Plat, which was recorded on ___ 20____ in Reception No. ______ in the Ouray County records. VESTED RIGHTS AND PHASING PLAN. The Development Agreement establishes certain vester and phasing timing and sequencing for the development of the property. Please refer to Agreement for all terms, conditions and requirements relating to the vested property rights timing and sequencing for the development of the property. 4. PROVISION OF DEED RESTRICTED HOUSING. The Development Agreement requires that the connection with the development of the project, construct and designate certain Residentia Restricted Units") as designated in the Development Agreement. The Development Agreeme establishes certain restrictions on ownership and pricing of the Deed Restricted Units and sequencing by which the Owner must construct and convey the Deed Restricted Units. Plea Development Agreement for all terms, conditions and requirements relating to the Deed Re Is this even necessary if it simply states that the Town regulation's apply? 5. SHORT-TERM RENTALS. Unit Owners may use their Residential Units for "Short-Term Rent provided that such usage is in compliance with applicable codes and regulations of the T in effect at the time of the proposed usage, which codes and regulations include: short-t regulations, lodging and sales taxes, any applicable licensing, and any future amendments Code.

CPS Review 03/18/2021

OF LOT 1, TRIANGLE SUBDIVISION

SITUATED IN THE $E_{2}^{1}SE_{4}^{1}NW_{4}^{1}$ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

		Change to Town standard note per definition of the standard not per definition of the standard note pe	at are these? Are they spelled out, ned, listed, or illustrated newhere?	
nited liability s declarant under	6.	OOMMON ELEMENT MAINTENANCE. The Association shall have the obligation to maintain the Common Elements and Improvements located thereon that are owned by the Association as provided for in the Declaration. This obligation shall include but not be limited to the maintenance and repair of all road) <u>Access and Utility Easement</u> . A portion of the Com Utility Easement on this Plat, is subject to a perpetu install, repair, maintain, upgrade, use and operate ro enabling vehicular and pedestrian access to and from
v under the name ninium Articles of onprofit led as the nd infrastructure hird party. Prior approved by the		sidewalks, parking areas, landscaping, drainage/stormwater management facilities, commonly owned uti and other Community facilities. The Town is not responsible or liable in any manner for the mainten repair, or operation of such Common Elements and Improvements. Upon failure to properly maintain s Common Elements and Improvements, or in the need to abate a nuisance or public hazard, the Town following the provision of reasonable notice and cure, may cause the maintenance or repair to be performed, and assess the costs thereof to such owner(s), or the Town may certify such charges as delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.	ilities Jance, such n, a	Association, each Unit Owners and their respective to Owner, Association and/or a utility provider (that will occurring within the Community) to install, repair, me underground utilities (with limited above ground facility only development occurring in the Community along egress to and from the Easement Area to and from privately owned and maintained by the Association.
rately owned by es ("Residential d, certain ited and/or e configured and or as adjoining	7. 8.	SNOW REMOVAL. Snew removal within the Community is the responsibility of the Association. In the end that said maintenance and snow removal in the public right-of-way is not properly performed, the To of Ridgway, following the provision of reasonable notice and cure, may cause the work to be done, a the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges.	own assess r to l) <u>Utility Easement</u> . A portion of the Community, desig Plat, is subject to a perpetual, non-exclusive easem utility provider (that will be providing a utility service to install, repair, maintain, upgrade, use, operate and above ground facilities if approved by Owner or Asso Community along with a reasonable right of entry, in to and from adjacent public ROW.
roperty and uctures, facilities ny time to Shay's		functioning irrigation systems prior to the recording of the final plat, or the improvements will be included in any Subdivision Improvemente Agreement with engineered estimates, timeframes and terms for completion. All landscaping located on the Common Elements shall be planted and maintained by the Association. If landscaping maintenance is not properly performed, the Town of Ridgway, following the provision of reasonable notice and cure, may cause the work to be done, assess the cost to the sai owners, may certify such charges as delinquent charges to the County Treasurer to be collected simil to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may purs any other remedy available in order to collect such charges.	e id larly sue) <u>Utility and Drainage Easement</u> . A portion of the Cor and Utility Easement on this Plat, is subject to a pe of Owner, Association and/or a utility provider (that occurring within the Community) to install, repair, mo underground utilities (with limited above ground facilit only development occurring in the Community along egress to and from the Easement Area to and from and Association to install, repair, maintain, upgrade, and systems serving only development occurring in th
nents and annex		(a) The exterior of all Duplex Residential Units shall be maintained by the respective Unit Owner of e Unit or the Association as provided for in the Declaration.	each (d) <u>Public Recreational Trail Easement</u> . A portion of the "Non—Motorized Public Recreational Trail Easement" of being granted and conveyed to the Town of Ridgway
ration), which		(b) Party Walls exist over and along the common boundaries between the Duplex Residential Units and their use, ownership and maintenance are provided for in the Declaration.	d	for the right to install, repair, maintain, use and ope
nents.	10.	EXTERIOR OF MULTIFAMILY RESIDENTIAL UNITS AND COMMERCIAL UNITS. The exterior walls, roof of the fi improvements being constructed on Improvements accommodating the Multifamily Residential Units and Commercial Units shall be maintained by the Association as provided for in the Declaration.	uture) <u>Pedestrian Trail/Underpass/Shelter Easement</u> A p as a "Pedestrian Trail/Underpass/Shelter Easeme is being granted and conveyed to the Town of Ridgw allowing for the right to install, repair, maintain, use
oment Agreement" ,	11.	OUTDOOR LIGHTING. All outdoor lighting fixtures shall comply with Town regulations.		trail, construct a future highway trail underpass, and
d proporty rights	12.	MAXIMUM ALLOWABLE DWELLING UNITS: Make these changes		Add note 13(f): The property platted hereon is subject to the prior easements as shown hereon.
d property rights the Development is and phasing		 (a) The maximum number of Duplex Residential Units is <u>38</u>, <u>38</u>,		Add note 14. SOILS. Soils throughout Ridgway area have been found to have p to swell, consolidate, and cave. All owners, contractors, and engineers are requir investigate soil, groundwater, and drainage conditions (insert any other concerns in the soils report) on a particular lot prior to design and construction. On [date], [consultant of, Colorado], issued a [name of study] discussing soil
Owner, in al Units ("Deed ent further the timing and ease refer to the estricted Units. tal" purposes, own of Ridgway term rental to the Municipal	13.	EASEMENTS. Alpine Homes-Ridgway, LLC, a Colorado limited liability company as the current, fee sim owner of the property depicted in this plat has designated, created and conveyed certain easements ("Easements") as described hereinbelow benefiting and burdening portions of the property as depicted described herein. The Easements are being established by Owner for the particular purposes and use stated hereinbelow. The Easements are being reserved by Owner for the use and benefit of the part parties indicated below, including the Association and the respective Unit Owners and their tenants, gu and invitees. If the Owner or Association desire to amend any the terms and conditions of the Easem including the location of the Easement Areas, and the Town agrees to such modifications, the Associa and Town can file a separate instrument reflecting these modifications, which reference this Plat and not cause an amendment to this Plat to be executed and recorded to accomplish the modifications.	aple and es icular uests nents, ations	characteristics in the [development/subdivision name] which all owners, contract engineering are encouraged to obtain and review prior to building. By accepting a to real property located in this subdivision, the owners of land herein agree to ho Town of Ridgway harmless for any claim related to soils conditions present in this subdivision. Add note 15. CDOT ACCESS PERMIT. Vehicular access to or from property adjoin state highway shall be provided to the general street system, unless such access been acquired by a public authority. Pursuant to C.R.S. Sec. 43-2-147(1)(b), all to parcels created by this subdivision will have access to the state highway system i conformance with the state highway access code.

<u>d Utility Easement</u>. A portion of the Community, designated and depicted as an Access and ement on this Plat, is subject to a perpetual, non-exclusive easement for (i) the right to pair, maintain, upgrade, use and operate roads, sidewalks and similar related facilities ehicular and pedestrian access to and from the Community for the use and benefit of the , each Unit Owners and their respective tenants, guests and invitees and (ii) the right of sociation and/or a utility provider (that will be providing a utility service the development within the Community) to install, repair, maintain, upgrade, use, operate and remove certain nd utilities (with limited above ground facilities if approved by Owner or Association) serving opment occurring in the Community along with a reasonable right of entry, ingress and and from the Easement Area to and from adjacent public ROW. The roads shall be wned and maintained by the Association.

ement. A portion of the Community, designated and depicted as a Utility Easement on this bject to a perpetual, non-exclusive easement for the right of Owner, Association and/or a vider (that will be providing a utility service the development occurring within the Community) repair, maintain, upgrade, use, operate and remove certain underground utilities (with limited und facilities if approved by Owner or Association) serving only development occurring in the along with a reasonable right of entry, ingress and egress to and from the Easement Area om adjacent public ROW.

Drainage Easement. A portion of the Community, designated and depicted as an Access Easement on this Plat, is subject to a perpetual, non-exclusive easement for (i) the right Association and/or a utility provider (that will be providing a utility service the development within the Community) to install, repair, maintain, upgrade, use, operate and remove certain nd utilities (with limited above ground facilities if approved by Owner or Association) serving opment occurring in the Community along with a reasonable right of entry, ingress and and from the Easement Area to and from adjacent public ROW and (ii) the right or Owner ciation to install, repair, maintain, upgrade, use and operate stormwater and drainage facilities ms serving only development occurring in the Community.

<u>creational Trail Easement</u>. A portion of the Community, designated and depicted as a orized Public Recreational Trail Easement" on this Plat is being created by Owner and is nted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing ght to install, repair, maintain, use and operate a public hiker/biker, non-motorized trail.

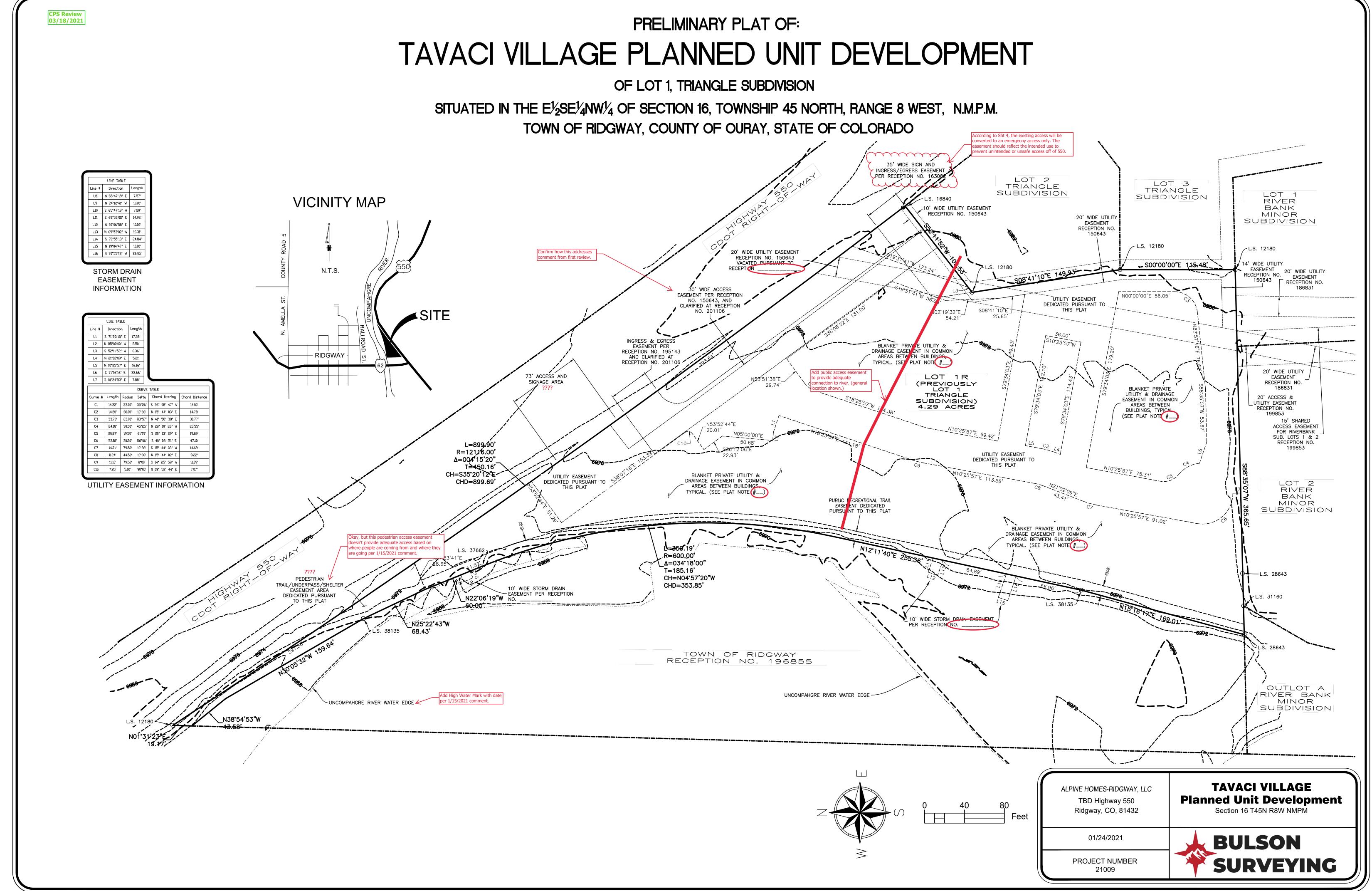
Trail/Underpass/Shelter Easement A portion of the Community, designated and depicted destrian Trail/Underpass/Shelter Easement" on this Plat is being created by Owner and aranted and conveved to the Town of Ridaway as a perpetual, non-exclusive easement or the right to install, repair, maintain, use and operate a public hiker/biker, non-motorized truct a future highway trail underpass, and a pedestrian shelter.

LS. Soils throughout Ridgway area have been found to have potentia te, and cave. All owners, contractors, and engineers are required to oundwater, and drainage conditions (insert any other concerns listed on a particular lot prior to design and construction. On [date], , Colorado], issued a [name of study] discussing soil the [development/subdivision name] which all owners, contractors, ar ncouraged to obtain and review prior to building. By accepting a deed cated in this subdivision, the owners of land herein agree to hold the harmless for any claim related to soils conditions present in this

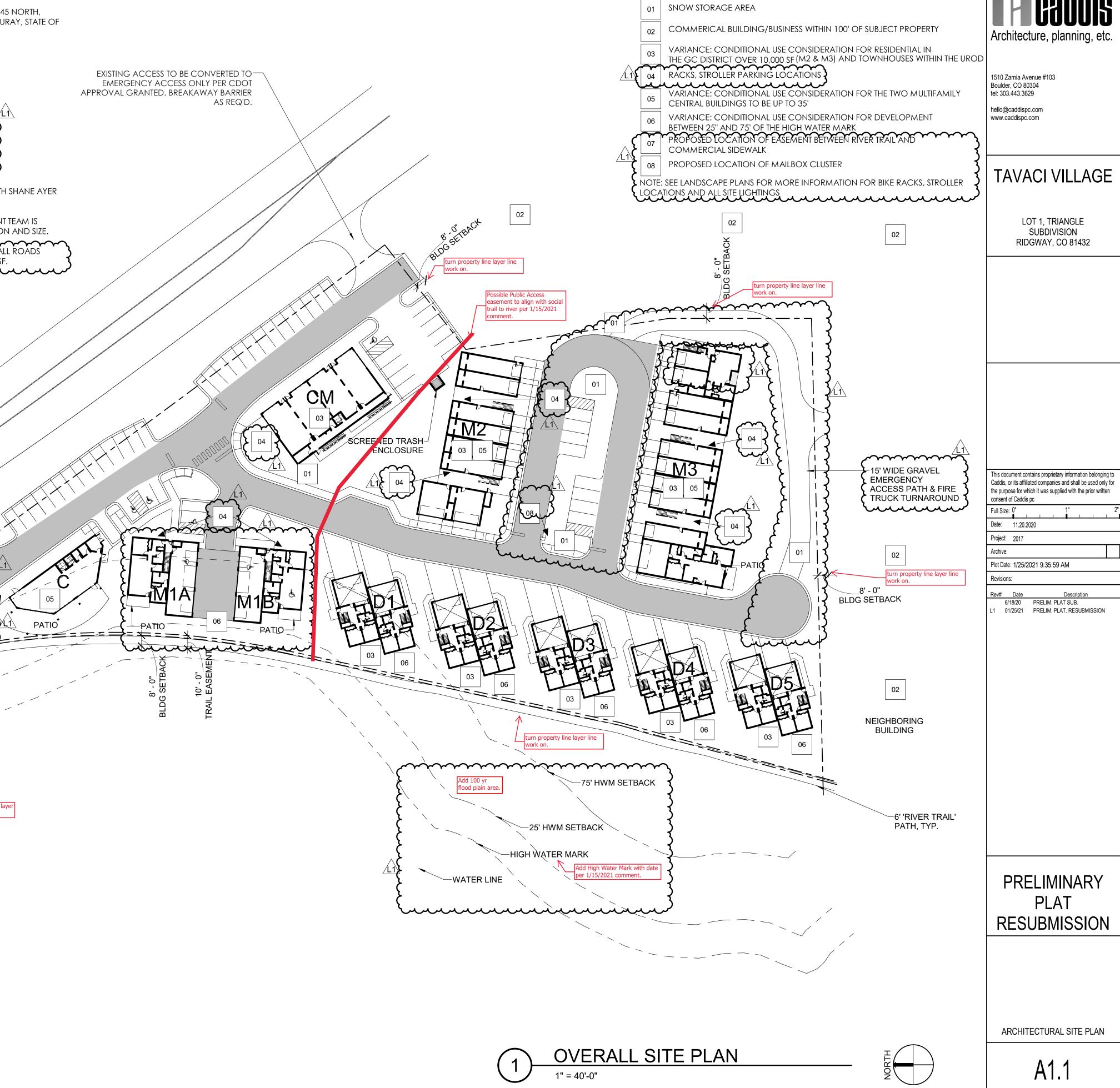
OT ACCESS PERMIT. Vehicular access to or from property adjoining a Il be provided to the general street system, unless such access has public authority. Pursuant to C.R.S. Sec. 43-2-147(1)(b), all lots and this subdivision will have access to the state highway system in the state highway access code.

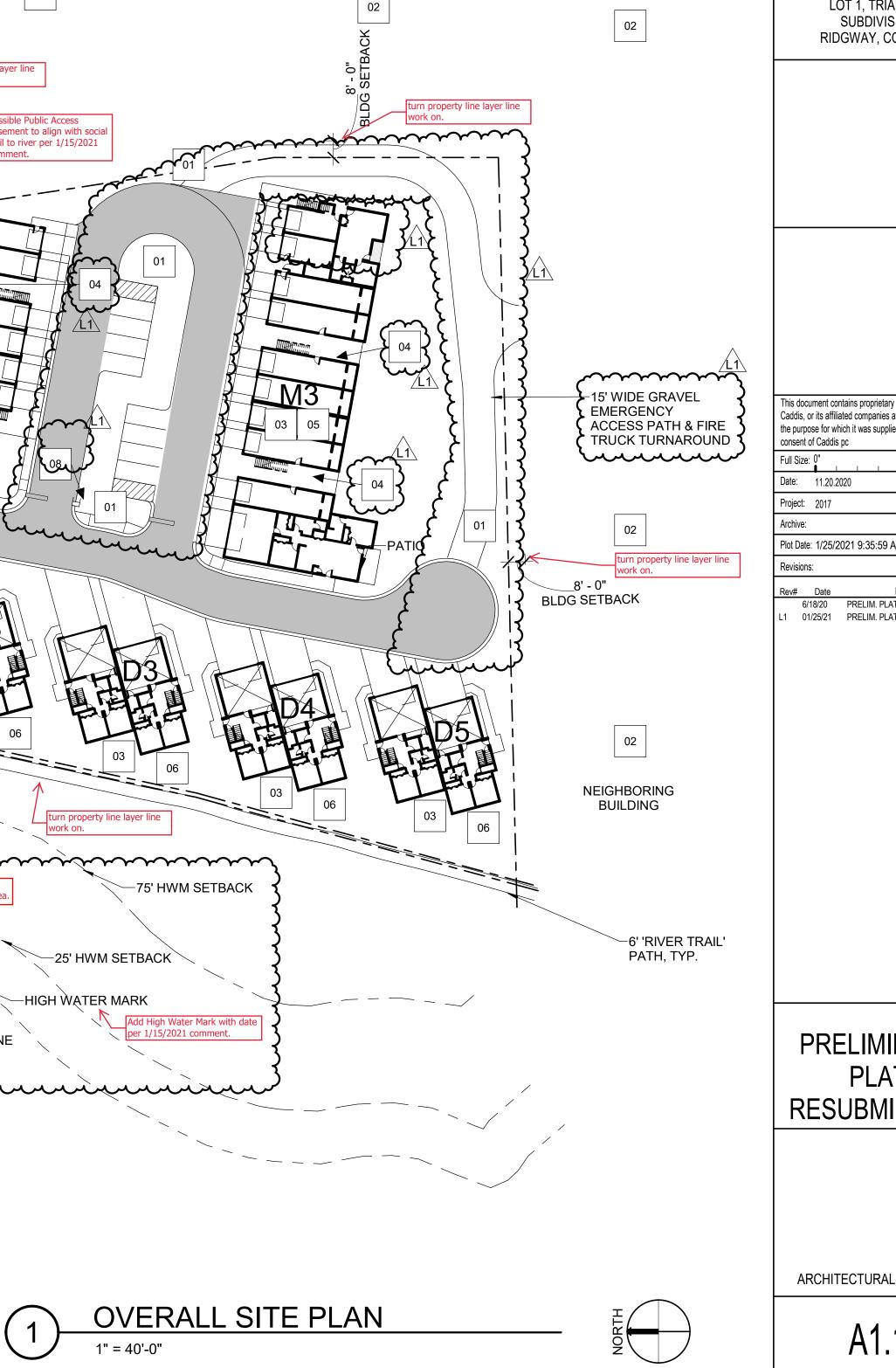
> NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

ALPINE HOMES-RIDGWAY, LLC TBD Highway 550 Ridgway, CO, 81432	TAVACI VILLAGE Planned Unit Development Section 16 T45N R8W NMPM
01/24/2021	
PROJECT NUMBER 21009	SURVEYING



FLOOR AREA SUMMARY AND PARKING REQUIREMENTS:	TRIANGLE PARCEL PUD:
BUILDING C COMMERICAL: 1-STORY 2,000 SF TOTAL RESTAURANT 2,000 SF/ 100 = 20 SPACES 20 SPACES	SITUATED IN THE W1/2SE1/4NW1/4 OF SECTION 16, TOWNSHIP 4 RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OU COLORADO.
BUILDING CM COMMERCIAL-RESIDENTIAL MIXED USE: 2-STORY 7,429 SF GROUND LEVEL 3,983 SF RETAIL COMMERCIAL TOTAL PARKING: 3,983 SF/ 250 16 SPACES	SITE ACREAGE: 4.3 ACRES ZONING: GENERAL COMMERCIAL SETBACKS: FRONT 15' REAR 8' DWELLING UNITS: 38 TOTAL BEDROOMS: 88 TOTAL Add area being dedicated
UPPER LEVEL RESIDENTIAL (4) 2- BR UNITS AT 861.5 SF AVG. EA. = 3,446 TOTAL PARKING: 2 SPACES PER UNIT 8 SPACES - UNCOVERED 24 SPACES	MAX RES OCCUPANCY: 186 for public use as well per 1/15/2021 comment.
BUILDINGS M1 A & B MULTIFAMILY: 2-BUILDINGS, 2-STORY 3,612 SF EACH (7,224 SF TOTAL) 2 - 3 BR UNITS 2 - 2 BR UNITS (ONE TYPE A AND ONE TYPE B ANSI ACCESSIBLE UNITS)	SITE: 187,308 SF BUILDINGS: 36,373.85 SF 20% OF TOTAL LOT AREA HARDSCAPE: 20,285.97 SF 11% OF TOTAL LOT AREA 56,659.82 SF 30.249 % TOTAL
2 - 1 BR UNITS COVERED PARKING 10 SPACES UNCOVERED PARKING 2 SPACES 12 SPACES	SCHOOL BUS STOP: THE DEVELOPMENT TEAM IS WORKING WITH AT RIDGWAY SCHOOL DISTRICT TO FINALIZE LOCATION.
BUILDING M2	POSTAL BOX (CENTRALIZED DELIVERY UNIT): THE DEVELOPMEN WORKING WITH RENEE REXFORD AT USPS TO FINALIZE LOCATIO
MULTIFAMILY: 3-STORY 14,153 SF 2 - 3 BR UNITS 6 - 2 BR UNITS GARAGE 1 st LEVEL 16 SPACES (2 PER UNIT) 4 VISITOR SPACES	NOTE: AREA OF ROADS (NOT INCLD'G PARKING) IS 33,110 SF AI WITHIN PROPERTY ARE PRIVATE. PARKING LOT AREA IS 11,437 SF
20 SPACES BUILDING M3 MULTIFAMILY: 3-STORY 16,506 SF	
2 - 3 BR UNITS 6 - 2 BR UNITS (ONE TYPE A ANSI ACCESSIBLE UNIT) 2 - 1 BR UNITS	
GARAGE 1 ST LEVEL 18 SPACES (2 PER UNIT, 1 PER 1-BED UNIT) 4 VISITOR SPACES	
22 SPACES } NOTE: M3 INCREASED BY TWO (2) 1-BEDROOM UNITS	
BUILDINGS D1-D5 TOWNHOME: 2- STORY; 23,695 SF TOTAL (IN 5 BUILDINGS)	
LIVING 1,836.5 SF (3 BR) + GARAGE 2 CARS 534 SF = 2,369.5 SF EA UNIT 20 SPACES	
	mini
	\sim
	L1 WATER LINE
	Line work on.





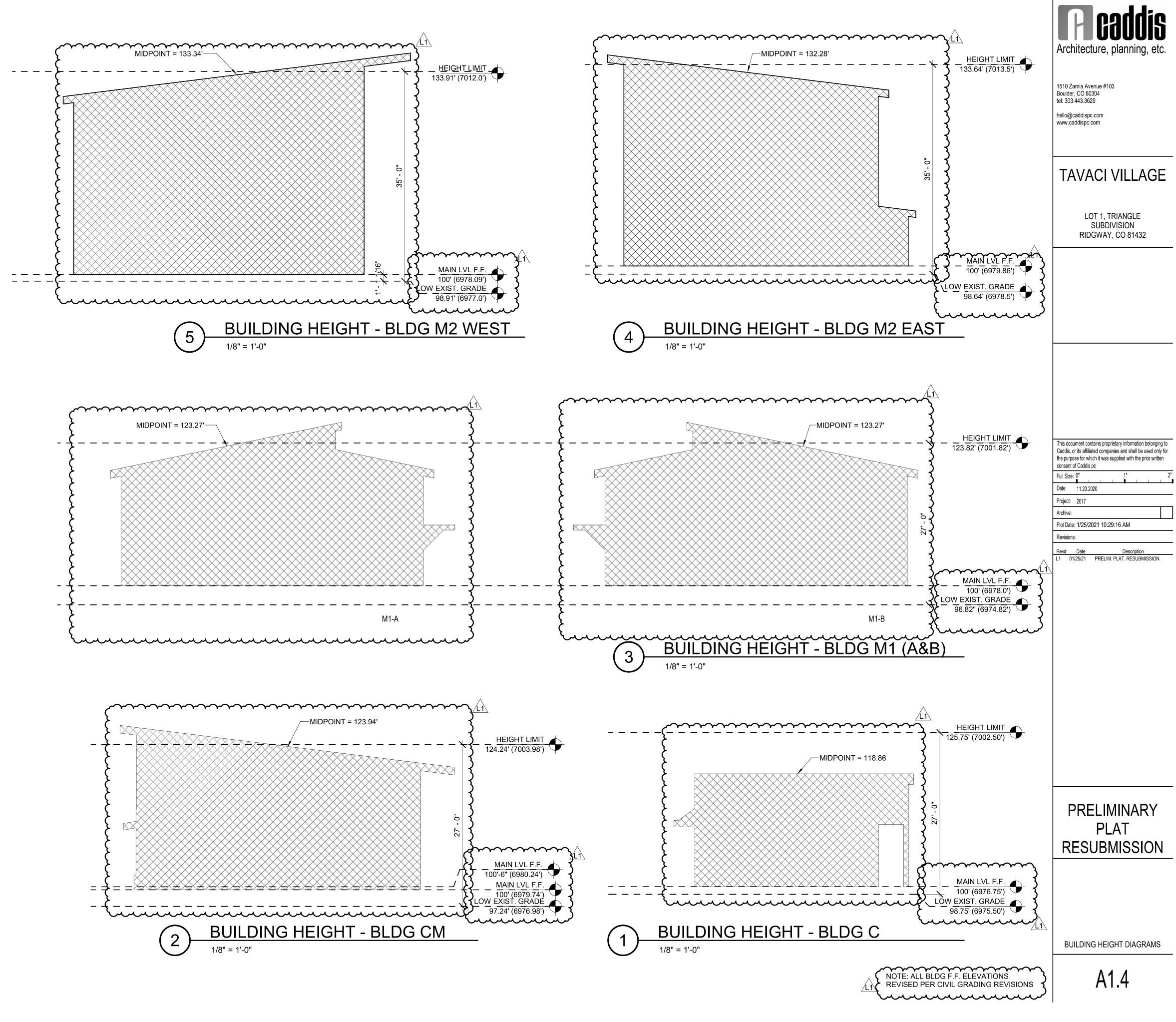
KEYED NOTES:

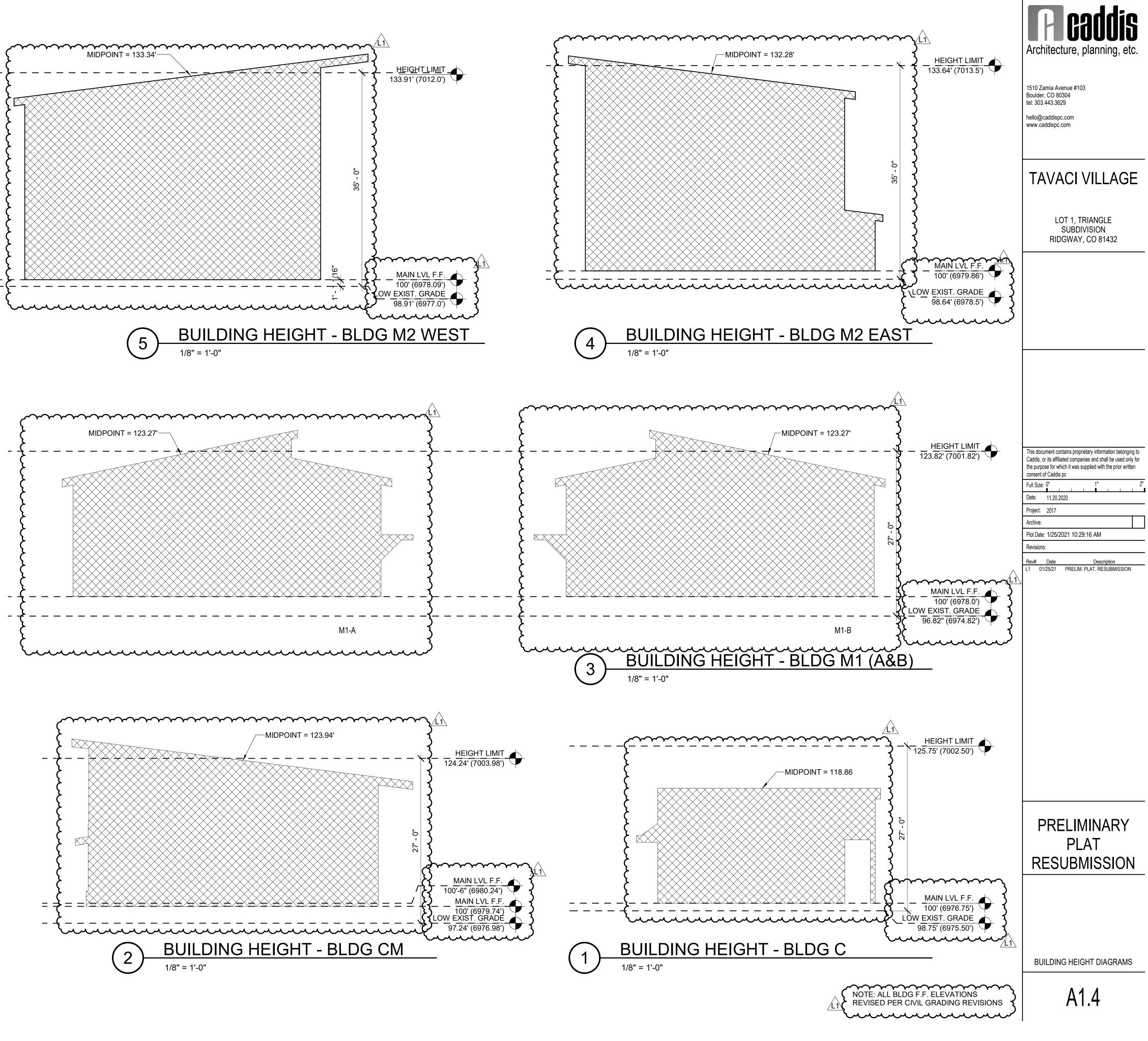


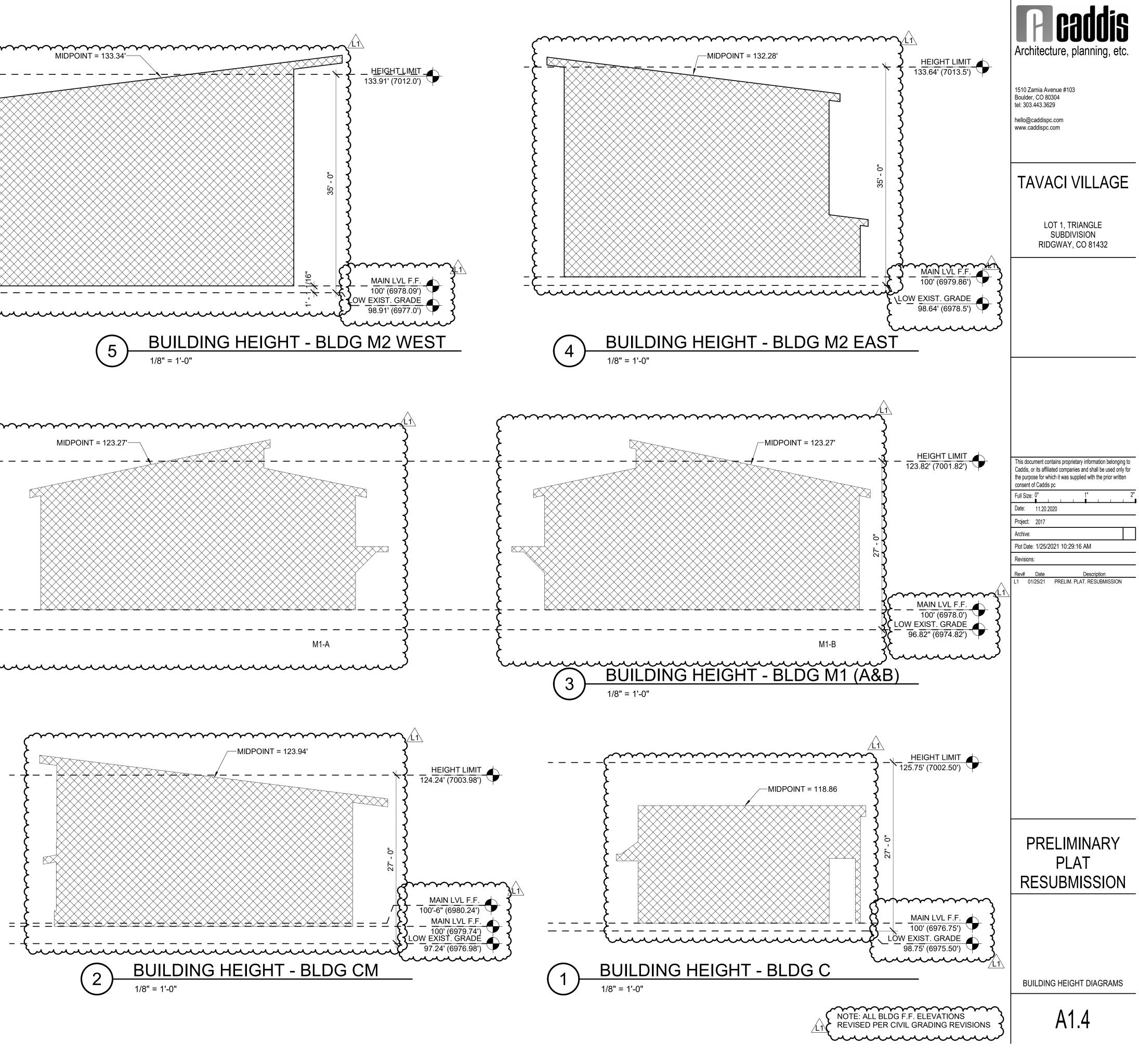


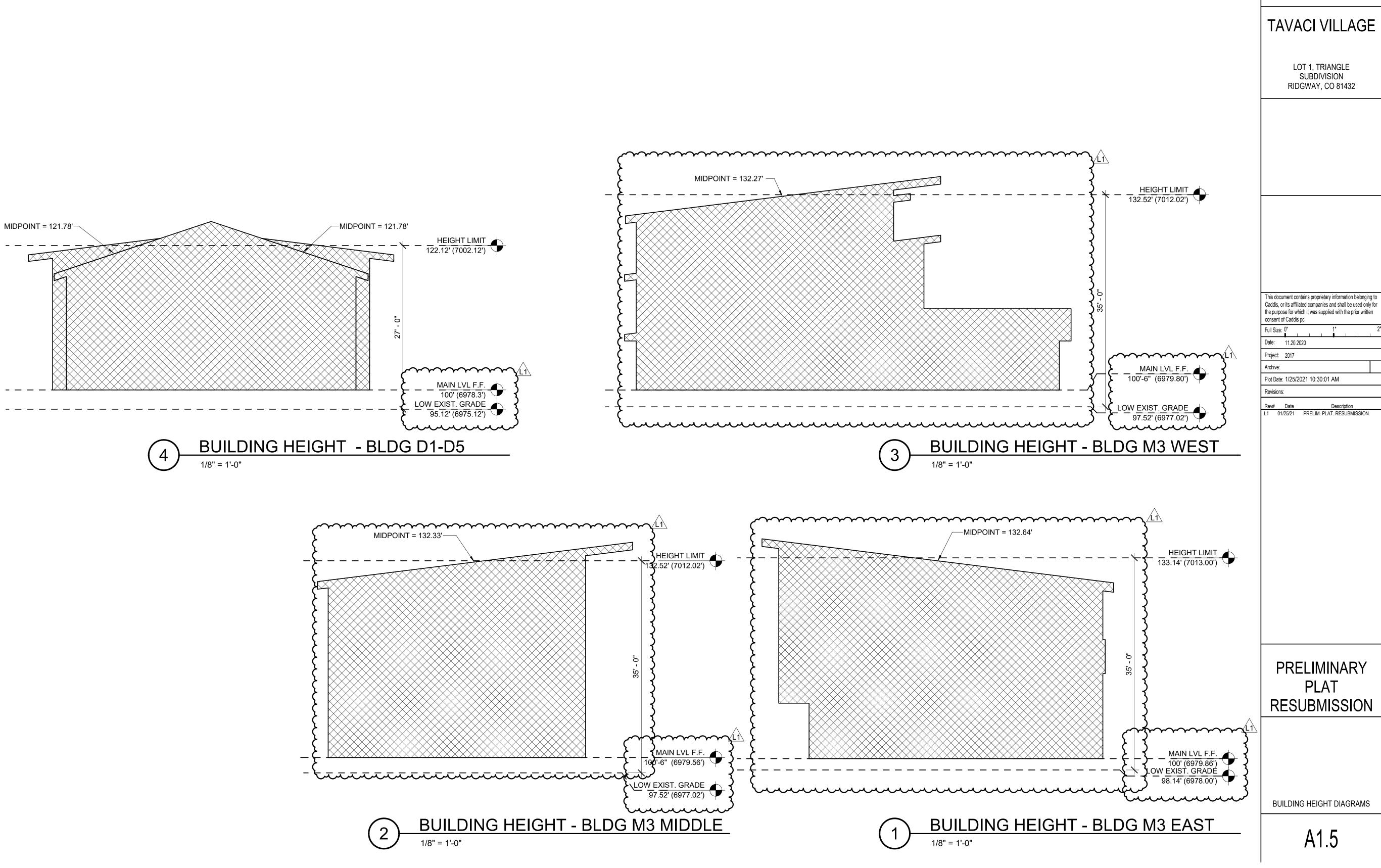
LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432

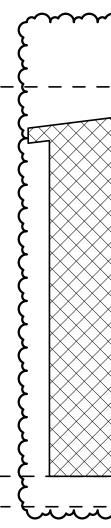














1510 Zamia Avenue #103 Boulder, CO 80304 tel: 303.443.3629

hello@caddispc.com www.caddispc.com



December 18, 2020

John Simone Authorized Agent for Alpine Homes Ridgway LLC Via email: jls@q.com

RE: Triangle Lot 1 PUD/Tavaci Village PUD – Initial Review of Preliminary Plat Submitted November 23rd

Dear John,

There are a number of missing items or items where we need additional information to be able to complete a proper review. Because of this, the preliminary plat application submitted on 11/23 is considered materially deficient and will not be scheduled for the 12/22 Commission meeting.

We are sending the following comments in hopes that the team can start working to address these items as we finish a more detailed review. There is no need to send us revised or new items until we are able to get you a full set of comments. Please keep in mind that we will likely have additional comment on things like the plat map and utility plans once we receive revised documents.

General Comments

- 1. The plat map does not meet the requirements of 7-4-5(B)(5). Many of the items we asked to be added in the last review were added to other plans rather than the plat map, these must be on the plat as that is the only document which gets recorded. We will also follow up with detailed comments on the plat.
- 2. Please submit the following: project budget, revised fire truck diagram, bylaws and article of incorporation, and lot coverage calculation. We have asked for some of these items before, please let us know if there is some reason you feel you don't need to submit them.
- 3. The Ecological Characterization Study says that in consideration for the conditional use to build within the setback that "the developer is proposing riparian restoration, and a walking/biking trail which connects to the pedestrian bridge... This would significantly increase habitat, provide bank stabilization, improve aesthetics, and provide the Town and visitors with a new riverfront experience." This is similar to what was presented at the sketch plan hearing. This submittal does not appear to show any riparian restoration, bank stabilization, etc. Please point us to this information or provide the information. If bank stabilization is not proposed, we need to understand that it will not negatively affect the property and development. The Commission will very likely want to see this since that is what they approved at sketch plan.
- 4. We did not receive a response to what will be apartments/rentals and what will be condos of if there are plans for future condos or subdivision, please respond.
- 5. Do you want to discuss some of the terms of the development agreement before the preliminary plat hearing with the Commission? It appears that there are items that the development team and



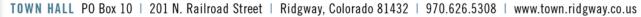
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staff do not agree on and it is best to try to work as much of this out as possible before a public hearing. For example:

- a. Staff is not okay with the deed restriction language as proposed, we have standard language to be used. We also need to discuss if all units will be rentals because if they are rentals, they can't legally be deed restricted.
- b. Commission asked for some restrictions on short term rentals and your proposal clearly states that there will be no additional restrictions. Staff would encourage you to come up with a proposal for some sort of restriction.
- c. Commission asked for a sign easement on the north side of the property. It appears in the development agreement and maps that it is labeled as proposed or to be negotiated later. Commission will want this as part of the preliminary plat approval.
- d. Commission asked for an access easement on north side of property. It appears in the development agreement and maps that it is labeled as potential and to be negotiated later. This easement needs to extend further south to connect to the trail. Commission will want this as part of the preliminary plat approval.
- e. This development will need to ask Council for easements on Town property for storm drainage. In a recent PUD, the owner was asked to pay the Town for their encumbrance of Town property. The terms were put in the development agreement. Any easements would need to be recorded separately.
- f. Need to add an easement for public to traverse through the property from the highway to river as the social trail does now. Also need formalized access from the trail to the other buildings as people will walk through these areas regardless so it will be important to have an established route.
- 6. We will get you detailed comments on the development agreement.
- 7. Conditional use needed for townhouses in GC. Duplexes are not an allowed use in this district. Replace all duplex references throughout application with townhouse. See definition of townhouse: "DWELLING, TOWNHOUSE: A single family dwelling at least two stories in height that is attached to at least one other single family dwelling at least two stories in height by an unpenetrated vertical wall running from ground level or below ground level to at least the top of the highest floor designed for human occupancy, and that has a pedestrian entrance leading directly from the ground floor of the dwelling unit to a street fronting the lot on which the dwelling unit is located. Individual townhouse dwellings may be located on separate lots, or a group of two or more townhouse dwellings may be located on a single lot." How will you address having a pedestrian entrance leading directly from the ground floor to a street frontage per the definition?
- 8. Please provide additional details regarding the Industrial water being purchased for irrigation.
 - a. What is the source of the water?
 - b. Has the State Engineer approved the transfer of use? Has he confirmed that the industrial water in question has an approved use for irrigation?
 - c. Is the "irrigation tank typ." mentioned on L1.2 of this system?

Engineering Comments

1. Please provide the size of the pitot tube used during the fire flow test and the raw data used to determine the flows available from the hydrants.





- 2. We have reviewed Bighorn's response to our previous comments regarding water service sizes. To approve the engineering documents, the Town will need to review all calculations for sizing the water services and the sizing will need to be finalized for approval. If the meter is upsized from what would be needed for the domestic service, a compound meter will be required. Whether the townhouses will be sprinkled needs to be determined and reflected on the engineering plans before the engineering plans can be approved.
- 3. Fire suppression info appears to have been removed from civil plans, we will need the fire suppression system general layout, sizes, etc.
- 4. On the General Notes, there are no sewer notes. Is that intentional?
- 5. A number of the sheets have notes that say the topo survey, flood plain, and existing conditions were prepared by DelMont and/or Orion. Unless DelMont and Orion are going to sign the engineering plans, the engineer of record needs to take responsibility for all the information on the engineering plans and notes to work by others removed.
- 6. On sheet EC-1, it looks like you are using the same line types for different things. The plan has a "suggested revised high water mark" line, is this per the Ecological Characterization study or different?
- 7. In several locations, the support documents and the civil plans refer to the Triangle property adjoining the river. This is Town property, not just the river.
- 8. The utility plans reference working with the dry utility companies separately and that the lines on the plans are currently schematic. In order for the Town to approve the easement layout, layout of sewer and water, we need to know where other utilities will be. The engineering plans need to show the actual location of all the infrastructure and have the approval of each of the utility providers.
- 9. The utility plan (plan sheet Util-1) needs to include a way to locate the water and sewer lines on the ground. Add coordinates or bearings and distances so that they can be located. For the water line layout, angles of deflection should be noted and make sure that the angles drawn match available fitting sizes.
- 10. The water meter size should be shown on the civil plans not just the line sizes.
- 11. We will get you the Town's numbering for the manholes.
- 12. The plans show the water line looping internally not crossing the highway or the river. The sketch plan presented and approved had the water connecting to a main under the highway. This should be added back into the plans. See also the Town Standards that require connections and looping (Water section 5, General Requirements section 9.11).
- 13. In several locations, the water lines are shown very close to the easement line. The water line needs to consistently meet the setbacks and easement widths in Town Code and Standards. See section 11 in the General Requirements.
- 14. The town standards require a valve on each leg of a hydrant tee unless there is a valve cluster in very close proximity with a valve on the same line segment and there are no taps in between. For example, for the SW valve cluster, you would need a main line valve to the west but not to east since there are no services between the hydrant tee and the valve cluster to the east about 100 ft.
- 15. Water meters need to be located just inside the roadway easements or immediately bordering if an adjacent utility easement is present.



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- 16. The utility plan shows an existing sewer line to be abandoned in place. This is contrary to the Town Standards.
- 17. Stormwater:
 - a. Submit calculations and profiles to support the stormwater infrastructure and routing.
 - b. The impervious coefficient for parks and open spaces in the Town's stormwater standards is 10%. Please update your calculations accordingly.
 - c. The drywells are intended to provide water quality capture. How are they cleaned and kept performing as intended?
 - d. How does the drywell overflow get out of the area between M2 and M3?
 - e. Please add the volume of each proposed drywell to the watershed area table.
 - f. What size gravel is in the drywells? What is the basis for assuming the void space is 38%?
 - g. There are flow arrows on sheet SW1 that look to conflict with the high points shown on sheet GP-1.
- 18. Are all the travel lanes wide enough to meet fire lane requirements?
- 19. CDOT Access permit: In case you are not aware, adding the ingress lane could be a significant undertaking. We encourage you to continue through the CDOT permit process to determine what they will require and the associated costs. Current plans do not reflect the conditions of the CDOT permit. Meeting these conditions will affect the plans that the Town needs to review for preliminary plat. Any preliminary plat approval will be conditioned on receiving a Notice to Proceed from CDOT, if not received before the hearing. If this permitting process triggers design changes, these changes will need to be taken back to Commission and Council for review. In reviewing the permit, we noticed the following that, at a minimum, need to be addressed:
 - a. The access width needs to be 35 feet (not the 30 shown on the site plans).
 - b. The access needs to be perpendicular to the road for 40 feet. We scale about 36'.
 - c. In profile, the 1st 20 ft need to be at 2%. Sheet RD-1 shows 3.93%.
- 20. Sewer:
 - a. Run A of the sewer profile shows flow lines for the 8" line and 15" at the same elevation. Design criteria require when different line sizes come together in a manhole that the crowns, not the flow lines, of the pipe match. This adjustment will change the elevations of the A run.
 - b. Sewer profiles should be stationed from the low end to the upper end. The plans have some lines going downhill and some going uphill.
 - c. The sewer profiles need to show the elevation of the water service lines and any other utility crossings as well as the water mains that cross the sewer.
 - d. What is labeled as a "Conceptual Sewer Main Extension, Not a Part of this Project" is to be included with this project, not proposed or conceptual, per Town Standards (General Requirements, Section 9.11). The line needs to extended all the way to the 550 ROW. This main. This line looks to be outside the Tavaci property line in a 10 foot easement, 5 ft on each side of the property. The line is shown with 10 12' depths. In addition, the outside of MH 14 scales about a foot from the easement boundary. The easement width does not meet Town Code or Standards and it is not clear how it could be constructed or maintained without encroaching on the neighbor's property.



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

e. As a restaurant, Building C requires the installation of a grease trap. It would be prudent to plan for the ability to install a grease trap in Building CM in the case that a potential tenant requires it. Town is working on updating regulations regarding grease traps and would highly encourage using a gravity grease trap.

Town standards can be found at the bottom of the web page here: https://townofridgway.colorado.gov/resources/plans-documents-and-studies

Let us know if you have any questions or want to talk through anything. As I mentioned above, we will be finishing up a detailed review and will get you those comments. The intent of this letter is just to let you get started on some of the major items while we continue our review.

Best,

Shay Coburn Town Planner scoburn@town.ridgway.co.us

	Sub Section	Pg	Utility	Comment	Notes	TOWN RESPC
1				Provide information to locate all improvements and utilities horizontally and vertically e.g. sidewalks, roads, parking, water, sewer, storm in the field. All infrastructure fittings and junction angles should be noted to make sure they match available fittings.	We'll provide once the final alignments have been resolved. The Contractor will be given parameters, but we don't expect them to hit our tangent lengths to the hundredth of a foot and will not be describing it that way. The contractor will have enough leeway to adjust lengths as field conditions dictate, but must build per Town Standards. A special point will be made to the Contractor so that understands that they should only use available fittings.	something a c correct cover information t please list the
	Utility Plan	Util-1, SP- 1	All			the scales ang designed so it
2			All	PDF page names do not match listed sheet names. These need to match for the next review.	The Sheet Index on the cover and the Sheet Names match exactly. Please provide further, specific clarification.	Sheet 7 says i sheet 8 is from the first few p
3	Resp Append	12	Building, water, Fixture Count	Confirm per building code that a commercial space only requires one 1 bathroom and that a restaurant requires just 1 sink (lav) and 1 toilet (WC) total?	Confirmed per 403.1 2018 IPC & IBC 2018	Looks like me 750 sf. Restau per 75 . https
4					We'll revise the plans per CDOT's direction, Town has stated that they will will defer to CDOT's requirements.	CDOT's appro approval and should be pro should be cor
	Site Plan	SP-1	CDOT permit	The access width needs to be 35 feet (not the 30 ft shown on the site plans).	Well reside the slope we CDOTE direction	advance of fir
5	Site Plan	SP-1	CDOT permit	The access needs to be perpendicular to the road for 40 feet. We scale about 36'.	We'll revise the plans per CDOT's direction, Town has stated that they will will defer to CDOT's requirements.	
6	Site Plan	SP-1	CDOT permit	In profile, the 1 st 20 ft need to be at 2%. Sheet RD-1 shows 3.93%.	We'll revise the plans per CDOT's direction, Town has stated that they will will defer to CDOT's requirements.	
7	Site Plan	SP-1	CDOT, Streets, Ingress	The Site plan in US 550 ROW needs to be updated to match the design CDOT requires	We'll revise the plans per CDOT's direction, Town has stated that they will will defer to CDOT's requirements.	
8		UTL - 1	e/CATV	Line crosses M2+M3 road at a diagonal, all utilities should be perpendicular or parellel to easement lines/roads.		See the diago
9		Ec-1	Easement	It is noted that you are vacating an easement. Has the official process for this been started?	Unknown, but the proper process to vacate an easement will be followed.	Believe the de begin the vac
10	Ck list resp	1	Fire	Overall comment 3b - did not find the new fire truck diagram	Specific standards/turn radius/etc. were not available, so we designed to the Telluride Fire Protection Distrcit standards. Are there specific templates that we should be designing to? We had assumed that this would be accomplished during a Fire Department review and did not see any requirements on the Fire Department website. We will add a specific diagram if provided.	These are the
11	Dynamic	16	Fire	Please share raw data from the field test, including pitot size used.		The cut sheet but the tester Which additio

PONSE 3/20/21

ude information to locate all improvements on the garding contractor flexibility, the Town requires construction plans that demonstrate that the s work as a condition of preliminary plat approval. The is not likely going to check that when he moves g a couple of feet it still meets all the setbacks, has the ver fits properly in the easement etc. Please provide on to locate all the improvements. For the water line, the fittings. On the attached utility sheet, we listed angles on the water line. The water line needs to be to it works with commercially available fittings.

ys its the cross sections, but pdf title is labeled SW1, frontage rd in the title and SW2 on the pg. etc. After w pages, the pdf titles are shifted.

mercantile requires 1 WC per 500 sf and a lav for every taurants look to require one male and one female WC tps://up.codes/s/minimum-number-of-fixtures

proval of the access planset as part of access permit nd approval of proposed streets, curb and gutter etc provided as part of preliminary plat submittal as it constructed as part of the development needed in f final plat approval.

gonal in the parking lot east of the CM blg

e developer needs to initiate and contact the utilities to vacation process.

r has 20 ft wheelbase and the ladder truck has a 17 ft. the two least flexible of there trucks. Please provide of for both these trucks to get into and out of the serve the buildings. This can be done manually using is in the Policy on Geometric Design or with tracking

eet provided says the pitot for the device was fixed, ter was concerned that the pitot was in backwards. itional pitot was used during the test?

27		A1.1	River, Setback	Note 06 says 25", it should be 25'		Thank you
26	river boundary	EC-1	River	What is the purpose for the revised high water line? The high water mark line and suggested high water mark line have the same line type, difficult to tell which is which.	The purpose was that site conditions changed and the original FEMA line was incorrect. This was discussed with the Town separately and we will revise, referring to the 1995 FEMA letter.	This is a preli on the plat w Pg 4 of the ne seeing the wa
25	Site Plan	SP-1	Plat, building footprint	The footprint of Building C on SP-1 does not appear to match the footprint displayed on the Preliminary Plat.	Corners were traced. Any small inconsistencies on the Preliminary Plat will be resolved on the Final Plat by a Licensed	The discrepand
24	Site Plan	SP-1	Ownership	In several locations, the support documents and the civil plans refer to the Triangle property adjoining the river. This is Town property, not just the river. Town ownership should be noted.	referred to. Please specify and we will correct.	These may happed the engineering the engineeri
23	Utility Plan	Util-1	Notes	Town to approve the easement layout, layout of sewer and water, we need to know where other utilities will be. The engineering plans need to show the actual location of all the infrastructure and have the approval of each of the utility providers.	determined.	with what wil easements or final plat so w The intent is t aproval
				Notes #4 & #8. The utility plans reference working with the dry utility companies separately and that the lines on the plans are currently schematic. In order for the	We are not expecting the town to approve Final Utility easements until the final locations of the utilities are	Thank you Please includ need to confi
22	Genl Notes	C-2	Natural Gas	Compaction on private property that is in an easement dedicated to the town needs to be compacted to 95% proctor	We'll update the note.	use them.
21	Genl Notes	C-2	Natural Gas	Please confirm whether Black Hills allows casing of gas lines.	Yes, at road crossings	The gas comp was installed
20		UTL - 1	Natural Gas	Note east of M2 says connect to gas line but it is hard to see the existing line. This does not appear to be a good place to tie		access. Please addres
19			Landscape, Pond, tanks		See Irrigation Plan. Prior submission	Please provid see if there ar
18		RD-1	Landscape, Notes	This sheet and others have reference to the landscape plans. We are not finding the referenced information on the landscape plans	See Irrigation Plan. Prior submission	Found them.
17			Landscape, irrig	Not finding the irrigation or wiring for these. Do they conflict with other utilities? Need to show irrigation piping with other	See Irrigation Plan. Prior submission at Prelim. Plat 6-15-20	Please either It reduces the
16	Resp Append	9	Landscape, Irrig	Pdf pg 9 #5 states that irrigation water will be purchased - What happens if the seller refuses to renew?	See attached DHM Design replies	Leasing augm
15	Genl Notes	C-2	General	General #12 There are detailed requirements for record drawings in the Town Standards General Requirements section 19	The note will reference the Town's requirements.	Good
		CD-1	Foam Lok		an R-value of 0.25 and an inch of Foam-Lok has an R-Value of 6.3. So the thickness will be based on those numbers.	likely increase 2.18 of the wa that is an issu
14				Where is the proposed use for the foam lok and how much will be used?	This is shown on Sheet SS-1 in the profile from Sta 0+00 to 2+60. We are asking whether this product is acceptable to the Town before proceeding since this submittal was necessary before we could get comments. By separate e-mail to Public Works, it was stated that and inch of soil has	That email did looks like it m but if the con with it to achi the product ir
13			Fire		The civil will show the supply to the exterior of the building based on Bighorn's final design.	Please include engineering s
	Bighorn Resp	15	Fire		The civil will show the supply to the systemics	reflected on t construction
12				for approval. If the meter is upsized from what would be needed for the domestic service, a compound meter will be required. Whether the townhouses will be sprinkled needs to be determined and reflected on the engineering plans before the engineering plans can be approved		construction If the meter is domestic serv the townhous
				We have reviewed Bighorn's response to our previous comments regarding water service sizes. To approve the engineering documents, the Town will need to review all calculations for sizing the water services and the sizing will need to be finalized	In Progress	To approve th review all cald will need to b

e the engineering documents, the Town will need to calculations for sizing the water services and the sizing o be finalized for plan approval and reflected on the on plans that are part of the preliminary plat approval. er is upsized from what would be needed for the ervice, a compound meter will be required. Whether ouses will be sprinkled needs to be determined and on the engineering plans as part of the approval of on plans. The construction plans need to show what

ude size, location and calcs for the fire taps as part of g submittal for prel plat approval

did not get to me. I did find some details on CD-1. it might be difficult to get uniform cover on the pipe ontractor is familiar with the material and can work chieve the desired cover, its an option. We will check t in the field. The length that requires insulation will ase when sewer run A is adjusted. Note that Section water specis has insulation requirement for water if isue.

gmentation water from TCW for 20 years.

er show the irrigation on the utility plan or vice versa. the time it takes Town staff to review for conflict. n. Thanks.

vide a way to locate these on the parcel so that we can are any conflicts with the easement for pedestrian

ress

mpany has changed hands since the last time new gas ed in Town. If Black Hills allows encasements, please

ude the dry utilities on the construction plans. We nfirm they are properly spaced and do not conflict will become Town infrastructure. Similarly the on prel plat should should what is expected to be on o we need to easements will meet Town Standards. is there not be changes in utility routing after prel plat

have been on the previous edition of the plata nd the en corrected. Will let you know if we find anything on ering.

bancy looks to be corrected on the new edition of the

eliminary plat requirement. Please ensure its included with sufficient information to locate it on the ground. new plat has callouts for the waterline, but am not waterline on the graphic

28	All		Setbacks	Add all setbacks to the civil plans - at least the setback along property line shared with Town appears to be missing	We'll add the perimeter setbacks.	Thank you
29		C-2	Sewer	There are no sewer notes in the general notes section. Is that intentional?	No, not intentional. We will refer to the Town standards.	As a general of designed to n contractor to
30	Utility Plan	Util-1	Sewer	The utility plan shows an existing sewer line to be abandoned in place. This is contrary to the Town Standards.	We're not sure what the town is referring to, please clarify.	Did not find it
31		SS-1	Sewer	Run A of the sewer profile shows flow lines for the 8" line and 15" at the same elevation. Design criteria require when different line sizes come together in a manhole that the crowns, not the flow lines, of the pipe match. This adjustment will change the elevations of the A run.	We did not see this requirement in Town tandards and this is certainly not an industry wide requirement. We can make the change, but would like to know if the Foam- Lok will be acceptable due to this new requirement costing us valuable cover. Otherwise, we would propose leaving as is.	See 33.6 of Te between the easiest way to tops of pipes point if like or lines and the submerged.
32		SS	Sewer	Sewer profiles should be stationed from the low end to the upper end. The plans have some lines going downhill and some going uphill.	Please refer to that section in the Town standards and we will revise according to those requirements.	I have not see before and so you wish to le going the oth
33		SS	Sewer	The sewer profiles need to show the elevation of the water service lines and any other utility crossings as well as the water mains that cross the sewer.		The sewer pro- service lines a main so that design. In add
34	Utility Plan	Util-1	Sewer	What is labeled as a "Conceptual Sewer Main Extension, Not a Part of this Project" is to be included with this project, not proposed or conceptual, per Town Standards (General Requirements, Section 9.11). The line needs to extended all the way to the 550 ROW. This main line looks to be outside the Tavaci property line in a 10 foot easement, 5 ft on each side of the property. The line is shown with 10 - 12' depths. In addition, the outside of MH 14 scales about a foot from the easement boundary. The easement width does not meet Town Code or Standards and it is not clear how it could be constructed or maintained without encroaching on the neighbor's property.	We have requested the full plans for this sewer (not just the $2 - 8-1/2 \times 11$'s which we did receive) in order to see how it's installation is necessary to provide service to the east side of the highway. Due to the depth that we have been told, this affects a great deal of things and we are unsure on how to proceed without the plans requested.	
35	Utility Plan	Util-1	Sewer	As a restaurant, Building C requires the installation of a grease trap. It would be prudent to plan for the ability to install a grease trap in Building CM in the case that a potential tenant requires it. Town is working on updating regulations regarding grease traps and would highly encourage using a gravity grease trap.	We will delete the note and defer to Bighorn's judgment. Please provide any updated regualtions to Bighorn.	The Town end
	Utility Plan	Util-1	Sewer	If building CM may have a business involving food preparation, we recommend planning for the grease trap as part of the	Ackknowlaged	Thank you
37		SS	Sewer	Sewer plan view should show the angles between lines in and out so one can tell if lines meet seperation and drop requirements. If the angle of deflection between	We will add this note and verify drops.	Thank you
38		SS-1	Sewer	It looks like there will be some conflicts between water services to the duplexes and the sewer main.	If there is a conflict, the water service line will be adjusted per Town standards.	Conflicts and approved for
39		SS-1	Sewer	We did not find stations for the service wyes to building C or M.	This will be coordinated when the final mechanical is done. The contractor will have the leeway to move the wye as long as he is	These need to taps are made the sewer ma
40		SS-1	Sewer	If one extends the sewer service in a straight line toward the duplexes, some will miss the building. Rather than add a bend,	We appreciate the suggestion, but service lines are allowed to have bends in them.	Bends with cl unit will be ha
41		SS-1	Sewer	The sewer service to "C" looks to have about 2' of cover at the building. Three is typically the code minimum and because it's a restaurant, it may need additional drop for the grease trap.	We did not have the invert information at the time of the design. Unsure of how the Town calculated the cover, but this service	Please provide

al comment, the construction plans should be o meet the Town standards. It should not be up to the to figure out how to build it to the Town standards

d it on the most recent submittal.

f Ten State stds which requires matching the 0.8 point he pipes or matching the hydraulic gradeline. The y to match hydraulic grade line is just to match the es and that is easier to construct.. You can use the 0.8 e or match tops. If you do not match hydraulic grade he 15" is flowing close to full, the 8" line will be

seen sewer stationed from upstream to downstream so we did not specifically list it in the standards. If b leave it with some lines going one way and others other you may will just look unusual.

profiles need to show the elevation of the water es and any other utility crossings as well as the water at the conflicts can be identified and resolved during addition the plans should note where encasements

ng discussed between the attorneys. Once they reach this can be addressed

encourages the developer to plan for grease traps.

nd encasements should be identified on the plans or construction as part of preliminary plat approval

I to be on the engineering / construciton plans. The ade with full bodied wyes that need to be installed as main is installed.

cleanouts are allowed. The long term owner of the happier if the line has few or no bends.

vide the calculations that show the cover.

				We will need to shock minimum cover at the buildings for cover convices again	Wall provide undeted plans as seen as possible for Town	The plane for
40		CC 1	Courses	We will need to check minimum cover at the buildings for sewer services again once the grades are adjusted to match the tops of pipes at MH A4.	We'll provide updated plans as soon as possible for Town review. Again, the mechanical plans are not finished.	The plans for and should be
42		SS-1	Sewer	once the grades are adjusted to match the tops of pipes at MH A4.	review. Again, the mechanical plans are not misned.	before start c
43		SS-1	Sewer	We will check the math for the sewer profile once its been adjusted.	Thank you.	
		SS-1 SS-1	Sewer	Where there is more than one pipe coming into a manhole, label which invert goes		<u> </u>
44		001	oction of the second se	with which line.		Thank you
					Final Easements have not been written. A MH outside of a	The easemen
45		CC 2	C	MH A-13 is shown outside the roadway and presumably the easement.	roadway does not indicate that it will be outside of a Final	plat and mate
		SS-3	Sewer		Easement.	to be sure the
					We can only assume that it was a comment added by previous engineers and we don't see where it is necessary. If	
46					the Town feels like extra stabilization is necessary, please	
				Resp to Item 3-e, Previous documents and indicated stabilization is needed. Why	specifically identify that area and we will	
	Resp Append	9	Sidewalk	no longer so?	analyze.	
				Sidewalk along river needs to be 8' wide and 6" think concrete per Town Standards	Acknowledged.	Please update
47	Resp Append	9	Sidewalk	for GC district. See the Town's sidewalk		that. Also incl
		-		typical. The shoulders should be no more than 2% grade.		Please also up
		CD-1	Sidewalk drain	The detail differs somewhat from the Town typical. It is private, but recommend	The recommendation is noted.	against the wa
48			Sidewaik di alli	the Town detail be followed.		
40	Ī			Town Standards require 6" fiber reinforced concrete for sidewalks. Because its	Thank you for the recommendation.	
49		CD-1	Sidewalk Section	private can be 4" but recommend 6" at		
				What is the cross slope on the sidewalk? We recommend a max cross slope of	The cross slope is shown in the Typical Sections on the Cross	_
- 0				1.8% for sidewalks so if there is a construction glitch it should not exceed 2% which		pproperty the
50			Sidewalk, Duplex	is an absolute max under ADA.	don't design for glitches. Instead, we list the	that the 2% is
	Typical sections	X-1	Rd		allowed parameter.	would have require
					Per Town standards, nioot all of these thigns are required. If	Pg 3 section 1
					information si missing, it will be added. We will provide a	submit a drain
					gutter calculation to put everyone's mind at ease. The Town	stamped by P
51					does allows 6" depth at gutter flowline and the surface	flow, but they
				Please provide all calculations associated with the stormwater drainage design. Be	drainage and road grading does not allow for the site to	provisions to
				sure to include: historic, proposed, design storm, storage volume, peak flows,	back-up anywhere. If the Town would like a specific spot	storms.
		SW-1	Storm	design flows, capacities, velocities etc.	analyzed, we'd be happy to provide the calcs.	
		18-21	Storm	Lawn imperviousness should be 10% per Town Standards, update calculations	Please refer to the separate WQCV Letter.	The Town set
						at 10% becau
52						Where the To
52						documents. I
						imperviousne
					Filter fabric was added to the detail. The fabric can be	the support d Be sure that r
53				The drywells are intended to provide water quality capture. How are they cleaned		Because if the
		SW-1	Storm	and kept performing as intended?	simply be maintained by the Owner.	maintenance
					It has to fill up to the point that it flows into	Please ensure
54		SW-1	Storm		the pan that has been extended to that area for just such a	
				How does the drywell overflow get out of the area between M2 and M3?	purpose.	Formal it. The
55		SW-1	Storm	Please add the volume of each proposed drywell to the watershed area table.	It was on the plans and it will again be on the plans.	Found it. Tha
					It's called out - Class 67. 38% is an industry standard. Does the Town use a different percentage? 38% is used by the	What is the g can be anythi
					Town of Telluride for this exact purpose.	amount of fir
56						ratio, please
				What size gravel is in the drywells? What is the basis for assuming the void space		material will r
		SW-1	Storm	is 38%?		construction.
57		SW-1	Storm	There are flow arrows on sheet SW1 that look to conflict with the high points	Please specify. The high point in the road is	
				shown on sheet GP-1.	at STA 3+65. We don't see a conflict.	1

or preliminary plat approval are the construction plans be complete. Need to know if and how it will work t construction.

ents should be shown accurately on the preliminary atch what is needed for the utilities. The Town needs the easements meet the widths required in the Town

ate the typical drawing for the river walkway to reflect include the foundation for the concrete on the typical. update to make sure the drainage is not running walkway and destabilizing it.

the 2% leaves one at risk for an ADA issue. On private the issue would be a private one. The Town will check is not exceeded on the Town trail where the Town responsibility. If it ddoes exceed 2% as constructed, it

n 1 2nd paragrpah requires all proposed development rainage design report containing all design calcs etc y PE. This project does not need to detain to peak ney do need to provide the calcs. It also needs to have to transport the run off from the minor and major

set the lawn (parks and open space) imperviousness cause the soils in Ridgway are often quite clayey. Town has a standard it supersedes general reference s. If you have detailed site specific information on the sness, and wish to request a devaition, please provide rt documentation and the Town will review at maintenance is covered as part of the CCR's. they plug, water quality treatment will not occur, are requirements should be included as a plat note ure it does not flood the ADA alley.

hanks.

e grading for Class 67 material proposed A class 67 thing 3/4" or smaller. The void ratio depends on the finer material. If the design is based on a 38% void se add a note to the construction drawings that ill need to be tested to confirm the void ratio during on.

58		A2.3 M1A a	Storm	Is there anything present to prevent rain, snow and ice from falling into parking lane?		
		SW-1	Storm	Basins need to be sized according to upstream contributing area and imperviousness not the site average of 0.57.	Please refer to the separate WGCV letter	The different basins A and are much mo
59						suggested a c and agree wit sub basins. F sizing the wat
60				Multiple drauell inlets ennear to be outside of flow lines	If this occurs somewhere, it will be corrected. Without	For example,
	Grading	GP-1	Storm	Multiple drywell inlets appear to be outside of flow lines.	specifying, we're unsure of where you are referring to.	line. There n
61				Topo illustrates much of runoff from G, H, I, J and K sheet flowing over trail. Need to route water to drywells and take overflow to culverts under trail.	This was intentional. The land currently sheet flows to the river and we assumed the sidewalk could remain that way. Capturing that water will force a ditch on the south side of the sidewalk and at least one more inlet.	yes, the wate
		SW-1	Storm		Will modify.	
62		SW-1	Storm	How does driveway runoff end up in subwatershed drywell and not in the street/gutter?	The driveways have a cross slope.	Not seeing th U,V,W,and Y I street
63		SW-1	Storm	Need details and profiles for inlets, culverts or outlets. What flow and storm are they sized for?	Noted.	Street
64		SW-1	Storm	Need to plan on how the concentrated roof runoff from M3 makes it to the nearest drainage feature. Sheet flow will be hazardous.	It will be coordianted with the final architectural.	The architect design so that available to a
65		SW-1	Storm	Which drywells will have gravel extended to the surface?	E and L. The note must have been indavertently deleted but will be on final plans.	Why the diffe
66		SW-1	Storm	How does the daylighted flow from the M1 trench drain traverse a steep slope south towards the drywell?	Overland. This is the miniscule flow from a trench drain located in a covered garage.	Be sure the d event
67		SW-1	Storm	TOPO does not match grading plan. Ex: Building C now has a swale going through the patio.	The grading was done when the patio was a deck, so the grading would be below a deck. If that has changed, it will be addressed.	Be sure the w
68		SW-1	Storm	It is unclear if roofs are guttered and if so where are the downspouts located?	Downspout locations will be provided by the Architect and incorporated into final design.	Thank you
69			Storm	Townhouses - roofs appears to drain directly onto building entry walks, this is safety issue with the potential for snow and ice to slide onto the walk.	Downspout locations will be provided by the Architect and incorporated into final design.	Be sure they o
70		UTL - 1	Storm	Multiple instances where proposed basins have a pedestal or pit within them. They also should not be placed over utility lines.	The two often co-exist. We didn't see anything precluding this in the Town standards but will move one or the other.	Thanks for mo between utili drywells was
71		SW-1	Storm	Provide information to locate drywells, drainages, culverts, etc. Provide dimensions not just areas for drywells.	The surveyor will be provided with all linework.	The dimensio the engineeri
72		SW-1	Storm	How does water at the SW corner of the pond get from curb and gutter to the pond?	On the surface.	
73		SW-1	Storm	Provide elevations for the flow lines into and out of the drywells.	That would be the grate elevation. The grate can function both as an inlet and overflow.	We did not fir
74		SW-1	Storm	Need details for energy dissapating riprap.	Acknowledged.	Thank you
75		SW-1	Storm			What are the the 25 year st
76		SW-2	Storm	Please confirm that grates are iron, not nylon.	They are called out as ductile iron on the detail and "Ductile Iron" is imprinted on the grate cut sheet. Will do the same again.	the Town pro Thank you.
77		SW-2	Storm	The grates look to be less than 8" diameter with 1/2" slots. What keeps them from plugging? What happens when they do	basis.	Be sure that i
78		SW-2	Storm	Provide calculations that demonstrate that the inlet grates have sufficient capacity to capture the water quality flows. Inlet capacity calcs should include standard clogging factors.		Thank you.

ent basins have different imperviousness. For example nd E are almost all hard surfaces whereas the F basins more perviousness. I am not finding that the Town a composite I value for sizing the water quality basins with Mr Ballode that they need to be for the specific . Please use sub basin imperviousness numbers for water quality drywells

le, in subbasin F-1 the basin is to the south of the flow e may also be issues at the B, C, and D subbasins, etc.

ter should not sheet over the sidewalk.

that reflected on the plans. It looks like areas R, S, I have arrows showing the flow going toward the

ectural design should be coordinated with the drainage hat the roof runoff goes where the drainage is o accept it as downspout location impact the location

fference

e drainage reports the flows in a minor and major

water won't be running close to the foundation.

ey do not drain to the building entry walks.

moving. Believe this is covered with the separation tilities in the Town Standards, tho the specific use of as not anticipted.

sions and a way to locate the drywells should be on ering plans.

find the grate eleavtions on the plans

he peak flows going to each of the C inlets based on r storm? What is the slope of each of the lines through property?

at is reflected as a plat note.

				Demonstrate that building entrances are a minimum of 12" above adjacent	We feel that we comply with Town Standards. With sheet	Calculaton of
79				drainage features as required by Town Standards.	flow, water cannot flood a building. If there is a specific	included in th
			Storm		concern, we will analyze.	
80		18-21	Storm	Please provide perc test results.	Will do.	Thank you.
				Not finding any grades for the flow lines, parking areas, the sidewalks, concrete	The contours and typical section are shown. If deviation is	Not finding sp
81				aprons, etc.	required, spot elevations have	road, the grad
	Grade Plan	GP-1	Storm		been or will be provided.	include all the
				Most of the road runoff and even part of the townhome area runs to either the	I would refer to the table on SW-1. This small amount will	I thought SW-
82	Grade Plan		Storm		not impact the wall.	volumes. The
	Grade Plan	GP-1	Storm	How much water goes into each? How does the south drainage impact the	to the difference of the second transmission of the second second second second second second second second sec	drainage feat
83				Does the water at the south end of Frontage road run into Lot 2?	It is diverted in a pan. The call-outs will be adjusted so that	If the water is
05	Grade Plan	GP-1	Storm	boes the water at the south end of Frontage road run into Lot 2!	the pan is clearly seen and called out.	included in siz
				Profile shows a 3' wide "waterway". What is the depth of the pan? What's its	Town's standard detail shows 3' is acceptable. Refer to the	Thank you.
84			Storm, CM	longitudinal slope? What are the peak flows it needs to carry? (4' or greater is	Typical Section for the slope. We will be increasing this	,
		RD-1	Parking	typical for such a pan.)	anyway.	
05			Street, Storm	Have you considered the maximum water depth on roadways during design	Yes.	Please provide
85				storms?		
86	cross sections	X-1	Street, Storm	Runoff flowing from asphalt into a swale or similar should have a 2" drop at the	We've already provided that, but we'll clarify	Thank you.
80		<u></u>	5000	pavement delineation. Refer to Urban drainage if desired.	on the plans.	
					We'll update the notes.	Thank you.
87	street notes	c-2	Streets	with this being a private drive, you are not meeting the Town's Standards, clarify in		
		-		this note or meet the standards.		
				Survey control, at the end of the paragraph, stakes provided should include those	We'll update the notes. If the Town has specific wording,	On Street Not
88	Genl Notes	C-2	Streets	for Town to evaluate Contractor's work	please provide and we will insert into the sheet.	sttakes neede
				3.b. see Town Standards (backfill and compaction section, pg 02200-12) for	We'll update the notes.	constractor's
89	Genl Notes	C-2	Streets	requirement to step or bench surfaces steeper	we il update the hotes.	Thank you.
	Genl Notes	C-2	Streets	3.d. Town Standards require 2 tests in 600 sf, 95% proctor is required in utility	We'll update the notes.	Thank you.
90		0 2	0110010	easements or roadways		indine you.
	Genl Notes	C-2	Streets	4. Notify Town if unstable conditions found and Town to review and approve plan	We'll update the notes.	Thank you.
91				to stabilize		, ,
92	Genl Notes	C-2	Streets	Materials for embankment and trench backfill need to be tested to demonstrate	We'll update the notes.	Thank you.
92	Geni Notes	C-2	5112815	they meet the materials requirements in the Town Standards		
93	Site Plan	SP-1	Streets	We recommend sidewalk on both sides of the roadway or a wider sidewalk on the		
				one side of the road.	only one sidewalk.	
				The radius of the cul-de-sac is substantially less than the Town's standard which	Thank you for the recommendation. This isn't a cul-de-sac -	Please check t
94				requires a 40' diameter. We recommend meeting this standard.	just the entry to the Fire Lane.	cruves with th
5.						duplexes angl
		RD-2	Streets			north and will
					We'll revise the plans per CDOT's direction, Town has stated	
95					that they will will defer to CDOT's requirements.	is intersecting
			Streets	If not already required by CDOT, the highway access will need a stop sign.		can find a req
			Streets, Bulb		The Turical Castians cover this but wall add	code. Thanks for ad
96		RD-1		What are the distances to the bulbouts and parking areas from the center lines?	The Typical Sections cover this, but we'll add	Thanks for ad
97		RD-1	Areas Streets, Bulb	Radius for some of the curves are provided, but need to be provided for all.	dimensions to the Site Plan. We'll add to the plans.	
51	+			Is the 15 ft emergency access width, travel lanes and turning radii adequate for fire		Please add wh
98			Streets,	trucks and lane reqs? What type of gate is proposed and does the fire dept and	Department, so we assume it complies. CDOT items will be	with whom at
50	Site Plan	SP-1	Emergency	CDOT approve?	addressed with that permit.	when whom at
~ -			Streets, M2-3	There is a leader near sta 0+34 labelled 3' waterway in the north parking lot that	We'll correct the leader.	Thank you
99		RD-3	Parking	does not seem to point to the pan.		, í
		1	Streets,	For gravel roads, on top of the Class 2, should be at least 4" Class 6; where gravel is	This is a private gravel road and we'll resolve with the Fire	Be sure maint
100			Pavement Detail	allowed for town streets, its 6"of Class 6 so there is enough to process when	Dept and the Geotech.	plat notes and
	Typical sections	X-1		blading.		
101		RD-3	Streets, Profile	Have vertical curves for a change of 1.1% but not for the 1.4%. Why?	Designer's choice.	
				What is the width of the pan? Confirm that you have checked that a low profile	We'll add a callout for the pan width. Standard driveways	Checked with
102	1	1			have more deflection than this, so the design is sufficient.	
102		RD-2	Streets, Sta 1+27	vehicle will not scrape bottom going thru it.		

of water elevation versus building entry should be the storm design report for each building.

spot elevations for things like the tear drop on Duplex rades in the parking areas etc. The plans should the information needed to build the project. W-1 was the water quality volumes not the runoff the project is only detaining the 1.25 yr event, the natures still need to handle the 25 year storm. r is diverted in the pan please be sure that water is sizing the infrastructure for the 25 year storm.

vide the calculations and results

Note 2, please modify the last phrase to read, including eded for Engineer **and Town** to evaluate the r's work.

ck that wheel tracking works for each of the tighter the tender and ladder truck. The driveways on the ngled, people are likely to prefer to back out to the will want to use the "cul de sac" to turn around.

ish and install the stop sign. The drive or town street ing a US Hwy with a 45 mph speed limit. If needed we equirement in the MUCTD and/or the cdot access

adding. Did not find it on the typical sections.

what is proposed to the construction drawings. Also at the RFD did you speak?

intenance of the private roads is addressed on the and/or in the CCRs

ith a Toyota Echo and it does work.

103	Typical sections	X-1	Streets, storm	On the sections without curb, what are the catch slopes? Does the drainage sit	2:1, no.	Please add ca
104	Genl Notes	C-2	Trenching	against the roadways? #3, allowable lift depth also can not exceed the depth to which the testing equipment can test	We will refer to the Town standards.	Those have a
105	Genl Notes	C-2	Trenching	#4, testing locations will be designated by the Town representative	Agreed. Please provide that information and we will add.	"The observe person's ober
106	Site Plan	SP-1	Units/parking	Please check the Unit breakdown table. Building C should have 1 commercial unit, not a residential unit.		Thank you
107				Does the spacing between gas, water and sewer on "Duplex Rd." meet Section 11 of the General Requirements of the Town Standards? It looks like the gas would be	The minimum separation between gas and any other utility will meet required separation per the Town standards and	Please use the construction
107		ss-1	Utilities	totally exposed if we need to trench to the water or sewer in the future.	Utility Provider standards.	and the utiliti easements to
108	Utility Plan	Util-1	Water	Water meter sizes not just line sizes need to be shown on the plans (and justified). Will need compound meters if larger than	Acknowlaged	Please provid
109	Utility Plan	Util-1	Water	The plans show the water line looping internally not crossing the highway or the river. The sketch plan presented and approved had the water connecting to a main under the highway. This should be added back into the plans. See also the Town Standards that require connections and looping (Water section 5, General Requirements section 9.11). Note this requires a CDOT Utility permit that will be a joint application prepared by the Developer.	HWY 550 doesn't provide any more of a loop. The Town has represented to us that they only feed from one line. Everything east of the bridge is an internal loop, but there is no second primary loop. Perhaps this can be better understood when we get the requested as-builts of the water main.	
110	Utility Plan	Util-1	Water	Water meters need to be located just inside the roadway easements or immediately bordering if an adjacent utility	Duly noted.	Please reflect
111	Litility Dian	1 14:1 1	Water	Note #F All water convises require a chuteff before the meter	The service shall be built to Town standard. The Town's standard drawing does not show a curb stop for new construction - only for connecting to an existing connection. We are planning on a curb stop prior to the meter	The Town me also allowed.
	Utility Plan	Util-1	Water	Note #5. All water services require a shutoff before the meter.	pit. The Contractor will be obligated to build per	The construct
112	Utility Plan	Util-1	Water	Note #10. Any change in water line cover will need Town approval.	Town standards.	completed pe should be wo
113	water notes	c-2	Water	Water Note 9 - spelling "sail" vs "soil"	We'll correct this.	
114 115	water notes	c-2 UTL - 1	Water Water	Water Note 8 - Town requires steel post to mark stubs, not wood Bldg. C service line goes under bulb out, sidewalks and parking spaces before getting to meter. The Town does not want to be responsible for this and does not allow for service lines parallel to roadways. The meter will need to be placed in the	We'll add this to the plans. We'll move the meter directly behind the ped ramp, out of the roadway.	
116	Genl Notes	C-2	Water	#2, control for the water line needs to include horizontal and vertical control	The CAD files will be supplied. Any point will be able to be determined.	The Town sta provide grade between stak
117	Genl Notes	C-2	Water	#7, Town Standards require hand tamped fine grained bedding for all water fittings, not screen rock	We will defer and refer to Town standards.	The plans sho
118	Genl Notes	C-2	Water	#8, The Town will furnish and install the water meter and MXU at the customer's' expense when the tap is activated.	We will defer and refer to Town standards.	Please modify
119	Genl Notes	C-2	Water	#9, Both thrust blocks and megalugs or equal are required for thrust restraint	We will defer and refer to Town standards.	Please modify
120	Genl Notes	C-2	Water	#10, that is part of #9, record drawings need to meet requirements of Town Genl Requirements section 19	We will defer and refer to Town standards.	Please modify
121	Utility Plan	Util-1	Water	The water line tie in at Sherman requires a tee with a valve on each leg.	Acknowledged. That connection will be shown with a 3-valve set.	Thank you.
122	Utility Plan	Util-1	Water	Note that water meters in excess of 1" are required to be installed in a manhole	Yes. The meters will be installed per Town standards.	The plans sho enclosure req
123	Utility Plan	Util-1	Water	Provide profiles with finished surface grades for the water mains.	We feel that this is unnedssary. The water is pressurized and not subject to gravity constraints, The water main will be installed per Town standards - 5' of cover (min.). So a profile would just be a line copied down 5' from FG.	grade. Having

catch slopes to the typical sections. a maximum compacted lift of 8". ver for the town will select the sites based on the pervation of the work. " the more stringent of the requirements. The on plans should show the separations that are required ilities should be located on the plans and in the to meet those requirements vide the calculations and show on the plans emergency supply on the east side of the highway supply Triangle in relevant emergencies if the ossing is installed. ect the meter locations on the construction plans. meter detail shows a shutoff in the can. A curb stop is ed. uction plans should show that the work can be per the Town standards or if there are issues they vorked out before construction.

standards (022000 , 3.07)require developer's engineer ade stakes for all pipeline with maximum distance takes of no more than 50ft.

hould reflect what is required in the town standards

dify the note to reflect this

dify the note to reflect this

lify the note to reflect this

hould reflect the meter size and show the type of required.

em is that the contractor needs to identify the finished ving existing and proposed profile, provides some Per Div. 1 9.03 profiles are required unless waived by or short extensions.

	1		1	Water meters and cleanouts are in concrete. Be sure there are joints to allow	It is assumed that this is clear in the Town standards and the	Place a bond
				limited concrete removal to maintain.	Contractor will be buildign per Town Standards. If this is not	
124					in the Town standards, please provide the workding and	facility concre
		Util-1	Water		we will add.	, curb stops, m
					Understood. Furthermore, the Town requires separate lines	Correct
125	Bighorn Resp,	15 & Util		_	for domestic and fire and only the domestic will be metered.	
	Civil P	no	Water metering	Town responsibility. Town will charge by master meter reading. They need to		
	Utility Plan	Util-1	Water Notes	Note #9, what is the basis for the sizing of the lines?		Please addres
127	Resp Append	11	Water Usage	What is the basis for the C and CM equivalency?		Please addres
128	Resp Append	11	Water Usage	What is the basis for the 176 residential occupants? What is the breakout per		Please addres
129	Resp Append	11	Water Usage	What is the basis for the 40 occupants for commercial? Does that include mixed		Please addres
130	Resp Append	11	Water Usage	What is the basis for the 80 occupants in the restaurant?		Please addres
131	Resp Append	11	Water Usage	The Town uses the most conservative of either fixture counts per the plumbing		Please update
132				In several locations, the water lines are shown very close to the easement line.	The Town standards will be referred to and	Please show t
	Utility Plan	Util-1	Water, easement	The water line needs to consistently meet	met.	confirm that e
133	Resp Append	12	Water, Fixture Count	Town sizes wastewater off of potable water use.		
134	Resp Append	13-14	Water, Fixture Count	On D-5 bldgs, what is the "hose bib 2.5, hose bid 2.5"?		???
			count	Additional valves are needed on several hydrant tees, the one near M3 needs a	We had assumed that the Fire Department or the Town	The Town sug
				valve added on the north side; by D5, add on the west side; the hydrant in the	would specify the exact locations that they want the	engineering c
135				middle of the frontage road should be in a straight line and only one valve on the	hydrants. That's where we will show them.	locations were
	Utility Plan	Util-1	Water, hydrants	hydrant line is needed.		needed, pleas
136	Utility Plan	Util-1	Water, gas	There is a leader (east of building M3) pointing to a water line that says connect to	We'll correct the plans.	Thank you
			,	#1, there is no CATV available in Ridgway. Our code is a bit out of date here, we	We will build to Town standards if those	, We recomme
137	Genl Notes	C-2	Wire	would recommend installing fiber	standards are provided.	to be updated
				_		been available
138	Genl Notes	C-2	Wire	#2, references installation of wire utilities per detail sheets. Is that just Sht UTII-1 or	Just that sheet.	Its hard to dee
139	Genl Notes	C-2	Wire	#2, Any changes to Town approved utility plans need Town review and approval	We'll add this to the plans.	Thank you
140	Genl Notes	C-2	Wire	#4, Ensure that as constructed conditions are noted during construction for record	We'll add this to the plans.	Thank you
141	Genl Notes	C-2	Wire	Not mentioned but wire utilities in road crossings needs to be encased.	We'll add this to the plans.	Thank you
142	Genl Notes	C-2	Work to be done	If there are conflicts between the various standards notify the Engineer and Town	We'll add this to the plans.	Thank you
				A number of the sheets have notes that say the topo survey, flood plain, and	The surveyor does not sign the engineering plans nor does	The point of t
				existing conditions were prepared by DelMont and/or Orion. Unless DelMont and	the engineer sign off on the existing conditinos survey.	Delmont if the
143				Orion are going to sign the engineering plans, the engineer of record needs to take	These are two distinct Scopes and each will be stamped	record is "bo
		3 & others		responsibility for all the information on the engineering plans and notes to work by others removed	separately.	then the engi
				Did not find any details for the retaining wall on the south side. There is a trash	Yes. The final design of all walls will be designed for the	Please include
144				route on the other side of the wall. The wall needs to have adequate strength for	correct loads. They will be stamped by an Engineer who will	
	Grade Plan	GP-1		that.	take	
						The grading p
145						intersections
	Grade Plan	GP-1				out
146	Grade Plan	GP-1				How does wat
147						Please add sp
14/	Road Streets					curves on the
148	Emergency Lane					How does the
140	Linergency Lane			We still owo you MH numbering we are working on this	Okay - we will incorporate when received.	the emergend See attached
149				We still owe you MH numbering - we are working on this	okay - we will incorporate when received.	
150						Did the Town Once the plan
151						must be stam
				1	l	India DE Stalli

nd break around the perimeter of all protrusions into te. Provide construction joints in the concrete to crete removal as needed for access to water meters, manholes, etc.

ress

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ate the calculations accordingly.

w the easements relative to the utilities so we can at easement requirements are met

suggested locations, but on the call reviewing g comments, the Developer's team thought those rere problematic. If another discussion of this is ease let us know.

nend but do not require fiber. The town code has yet ted to require fiber or to delete CATV which has not ble for years

decipher some of the dry utility details are this scale

of this comment is you can not put responsibility on they are not stamping the plans. If the engineer of borrowing" from Delmont without a DelMont stamp, ngineer of record is responsible for the topo and civil

de this with the plans for preliminary plat approval

g plan looks to show stop bars at a number of ns we did not see the corresponding stop signs called

water get out of the parking areas on M2 and M3 Rd? spot elevations for "cul de sac" and around the he roads.

he contractor know the alignment and elevations of ency lane off of Duplex rd.

ed coy of the utility drawing

wn received the geotech report required in 7-4-B. 6 lans are complete and ready for construction they amped by the engineer of record.



PRELIMINARY PLAT OF: TAVACI VILLAGE PLANNED UNIT DEVELOPM

	OF LOT 1, TRIANGLE SUBDIVISION	
SITUATED IN THE E	$\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 45 NORTH, RANGI	= 8 WEST NMPM
	N OF RIDGWAY, COUNTY OF OURAY, STATE OF COLOR	
CERTIFICATE OF DEDICATION AND OWNERSHIP:	of record of Colorado, do hereby certify that I have examined the Title Policy numbered	Town Attorney
KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain lands in the Town of Ridgway, Colorado, to wit:	issued by and according to that title on on and according to that title policy, of all land herein platted and that title to such land is in the dedicator(s) and owners, and that	ENGINEER'S CERTIFICATE: I,, a Registered Engineer in the State of Colorado, do certify that the streets,
LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254. EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF	based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:	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.
OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:		Date:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET;	Dated this day of, A.D., 20	
THENCE NORTH 15°16'17" EAST, 169.01 FEET; THENCE NORTH 12°11'40" EAST, 255.36 FEET;	Attorney at Law	
THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET;		BASIS OF BEARINGS: The bearing between the found rebar and cap at the, and the found rebar and
THENCE NORTH 22°06'19" WEST, 60.00 FEET;	CERTIFICATE OF IMPROVEMENTS COMPLETION: The undersigned, Town Manager of the Town of Ridgway, does certify that all improvements and utilities	cap at the, bears (ASSUMED).
THENCE NORTH 25°22'43" WEST, 68.43 FEET; THENCE NORTH 30°05'32" WEST, 159.64 FEET;	required by the current Subdivision Regulations of the Town of Ridgway have been installed in this	LINEAL UNITS STATEMENT: The Lineal Unit used on this plat is U.S. Survey Feet
THENCE NORTH 38°54'53" WEST, 43.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;	Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:	
THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING. ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.		SURVEYORS CERTIFICATE: I, David R. Bulson, 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
Has by these presents laid out and platted, as shown on this plat, under the name of Tavaci Village Planned Unit Development. The following easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado as shown:		statutes, and an applicable fown of Ridgway regulations, and that an required monaments have been set as shown.
Utility Easement, Utility and Saysoger asement, Public Recreational Trail Easement, Pedestrian Trail/Underpass/Shelter Egeologicated to the wn and identified hereon;	Date:	
town but some of the easement		David R. Bulson L.S. 37662
Executed this day on pg 2 does not, A.D. 20	Town Manager	
ALPINE HOMES—RIDGWAY, LLC, a Colorado limited liability company	OURAY COUNTY TREASURER:	
	l 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	RECORDER'S CERTIFICATE: This plat was filed for record in the office of the Clerk and Recorder of Ouray County at
By: Date: Date:	current taxes and special assessments have been paid in full.	the day of, 20
Printed Name:	Date:	Reception No
Title:		, by
	Ouray County Treasurer	County Clerk & Recorder Deputy
STATE OF COLORADO)) ss.	PLANNING COMMISSION:	
COUNTY OF)	Approved by the Ridgway Town Planning Commission this day of, A.D. 20, by	
The foregoing Certificate of Ownership and Dedication was acknowledged before me this day of	, Chairman.	
	TOWN COUNCIL: Approved by the Ridgway Town Council thisday of, A.D. 20, by	
	, Mayor.	
Witness my hand and official seal. My Commission expires (SEAL)		
My Commission expires (SEAL)	TOWN ATTORNEY'S CERTIFICATE: Approved for recording thisday of, 20, 20	
Notary Public	Approved for recording thisddy of, 20, 20	NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action
ATTORNEY'S CERTIFICATE:		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.
		ALPINE HOMES-RIDGWAY, LLC TAVACI VILLAGE TBD Highway 550 Planned Unit Development Ridgway, CO, 81432 Section 16 T45N R8W NMPM
		01/24/2021 BULSON
		PROJECT NUMBER 21009 SURVEYING



PRELIMINARY PLAT OF: TAVACI VILLAGE PLANNED UNIT DEVELOPMENT

- FORMATION OF COMMON INTEREST COMMUNITY. Alpine Homes-Ridgway, LLC, a Colorado limited liability company ("Owner") as the owner of the property depicted in this plat ("Property") and as declarant under the below described Condominium Documents, states as follows:
- (A) The Property is being developed as a Colorado common interest ownership community under the name Tavaci Village Condominiums ("Community"), which will be reflected in certain "Condominium" Documents," including a "Condominium Map," "Condominium Declaration," and certain Articles of Incorporation and Bylaws for The Tavaci Village Owners Association, Inc., a Colorado nonprofit corporation ("Association"). The Condominium Documents will be executed and recorded as the buildings, facilities and other improvements containing the Units. Common Elements and infrastructure serving the development are completed and prior to the conveyance of a Unit to a third party. Prior to their execution and recordation, the Condominium Documents will be reviewed and approved by the Town of Ridaway.
- (B) The Community will consist of certain condominium units "Units", which may be separately owned by individual owners ("Unit Owners"), including certain Units usable for residential purposes ("Residential Unit(s)") and certain Units usable for commercial purposes ("Commercial Unit(s)") and, certain "Common Elements" as the same will be more particularly defined, described, designated and/or depicted on the Condominium Documents. The Residential Units are anticipated to be configured and included in either a building containing multiple Units ("Multifamily Residential Units") or as adjoining Units in a duplex arrangement ("Duplex Residential Units").
- (C) This Plat depicts the general location of the siting for potential buildings and improvements proposed to accommodate the Units and Common Elements that can be constructed on the Property and included in the Community. The "Improvements" consist of any and all buildings, structures, facilities and similar features that are constructed on or otherwise made to the Property at any time to accommodate, support, serve or otherwise facilitate the Units and Common Elements included in the Community or otherwise benefit the Unit Owners and Association. The final siting of the Improvements that may be shown on this Plat may be modified as plans are refined and shall be reflected in the Condominium Documents.
- (D) The Owner reserves the right to undertake and complete some or all of the Improvements and annex the completed Units and Common Elements into the Community.
- (E) The entirety of the Property is subjected to Reserved Rights (as defined in the Declaration), which may be exercised by Owner (as declarant) as provided for in the Condominium Documents.
- DEVELOPMENT AGREEMENT. The Owner and the Town have entered into a certain "Development Agreement" concerning the property covered by this Plat, which was recorded on . 20____ in Reception No. ______ in the Ouray County records.
- VESTED RIGHTS AND PHASING PLAN. The Development Agreement establishes certain vested property rights and phasing timing and sequencing for the development of the property. Please refer to the Development Agreement for all terms, conditions and requirements relating to the vested property rights and phasing timing and sequencing for the development of the property.
- 4. PROVISION OF DEED RESTRICTED HOUSING. The Development Agreement requires that the Owner, in connection with the development of the project, construct and designate certain Residential Units ("Deed Restricted Units") as designated in the Development Agreement. The Development Agreement further establishes certain restrictions on ownership and pricing of the Deed Restricted Units and the timing and sequencing by which the Owner must construct and convey the Deed Restricted Units. Please refer to the Development Agreement for all terms, conditions and requirements relating to the Deed Restricted Units.
- 5. SHORT-TERM RENTALS. Unit Owners may use their Residential Units for "Short-Term Rental" purposes, provided that such usage is in compliance with applicable codes and regulations of the Town of Ridaway in effect at the time of the proposed usage, which codes and regulations include: short-term rental regulations, lodging and sales taxes, any applicable licensing, and any future amendments to the Municipal

OF LOT 1, TRIANGLE SUBDIVISION

SITUATED IN THE $E_{2}^{1}SE_{4}^{1}NW_{4}^{1}$ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLC In these are town lines, town is the service and Town gets

use and serve who they want wit their lines. Town is agreeing to s something that is not in town RO should not agree to restrict who served. They are using lines in easements on other peoples prop If they want to restrict, they can b in utilities from US 550 and have private services from there

replace

Elements and Improvements located thereon that are owned by the Association as provided for in the Declaration. This obligation shall include but not be limited to the maintenance and repair of all roads, sidewalks, parking areas, landscaping, drainage/stormwater management facilities, commonly owned utilities and other Community facilities. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such Common Elements and Improvements. Upon failure to properly maintain such Common Elements and Improvements, or in the need to abate a nuisance or public hazard, the Town. following the provision of reasonable notice and cure, may cause the maintenance or repair to be performed, and assess the costs thereof to such owner(s), or the Town may certify such charges as a delinauent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

6. COMMON ELEMENT MAINTENANCE. The Association shall have the obligation to maintain the Common

- 7. SNOW REMOVAL. Snow removal within the Community is the responsibility of the Association. In the event that said maintenance and snow removal in the public right-of-way is not properly performed, the Town of Ridaway, following the provision of reasonable notice and cure, may cause the work to be done, assess the cost to the said owners, may certify such charges as delinguent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges.
- LANDSCAPING. The landscape plan as approved by the Town must be completed and installed with functioning irrigation systems prior to the recording of the final plat, or the improvements will be included in any Subdivision Improvements Agreement with engineered estimates, timeframes and terms for completion. All landscaping located on the Common Elements shall be planted and maintained by the Association. If landscaping maintenance is not properly performed, the Town of Ridgway, following the provision of reasonable notice and cure, may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges.
- 9. EXTERIOR MAINTENANCE AND APPEARANCE OF THE DUPLEX RESIDENTIAL UNITS AND PARTY WALL RIGHTS:
- (a) The exterior of all Duplex Residential Units shall be maintained by the respective Unit Owner of each Unit or the Association as provided for in the Declaration.
- (b) Party Walls exist over and along the common boundaries between the Duplex Residential Units and their use, ownership and maintenance are provided for in the Declaratio
- 10. EXTERIOR OF MULTIFAMILY RESIDENTIAL UNITS AND COMMERCIAL UNITS. The exterior walls, roof of the future improvements being constructed on Improvements accommodating the Multifamily Residential Units and the Commercial Units shall be maintained by the Association as provided for in the Declaration.
- 11. OUTDOOR LIGHTING. All outdoor lighting fixtures shall comply with Town regulations.
- 12. MAXIMUM ALLOWABLE DWELLING UNITS:
 - (a) The maximum number of Duplex Residential Units is _____;
 - (b) The maximum number of Multifamily Residential Units is _____;
 - (c) The maximum number of Commercial Units is _____
- 13. EASEMENTS. Alpine Homes-Ridgway, LLC, a Colorado limited liability company as the current, fee simple owner of the property depicted in this plat has designated, created and conveyed certain easements ("Easements") as described hereinbelow benefiting and burdening portions of the property as depicted and described herein. The Easements are being established by Owner for the particular purposes and uses stated hereinbelow. The Easements are being reserved by Owner for the use and benefit of the particular parties indicated below, including the Association and the respective Unit Owners and their tenants, guests and invitees. If the Owner or Association desire to amend any the terms and conditions of the Easements, including the location of the Easement Areas, and the Town agrees to such modifications, the Associations and Town can file a separate instrument reflecting these modifications, which reference this Plat and need not cause an amendment to this Plat to be executed and recorded to accomplish the modifications.

are we not requiring our std easement language. These are all different than what I remember

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replace

(a) Access and Utility Easement. A portion of the Community, designated and depicted as an Access and Utility Easement on this Plat, is subject to a perpetual, non-exclusive easement for (i) the right to install, repair, maintain, upgrade, use and operate roads, sidewalks and similar related facilities enabling vehicular and pedestrian access to and from the Community for the use and benefit of the Association, each Unit Owners and their respective tenants, guests and invitees and (ii) the right of Owner, Association and/or a utility provider (that will be providing a utility service the development occurring within the Community) to install, repair, maintain, upgrade, use, operate and remove certain underground utilities (with limited above ground facilities if approved by Owner or Association) serving only development occurring in the Community along with a reasonable right of entry, ingress and egress to and from the Easement Area to and from adjacent public ROW. The roads shall be privately owned and maintained by the Association. Utility easements should be ledicated to Town

(b) Utility Easement. A portion of the Community, designated and depicted as a Utility Easement on this Plat, is subject to a perpetual, non-exclusive easement for the right of Owner, Association and/or a utility provider (that will be providing a utility service the development occurring within the Community) to install, repair, maintain, upgrade, use, operate and remove certain underground utilities (with limited above ground facilities if approved by Owner or Association) serving only development occurring in the Community along with a reasonable right of entry, ingress and egress to and from the Easement Area to and from adjacent public ROW. same objections as for (a.)

(c) <u>Utility and Drainage Easement</u>. A portion of the Community, designated and depicted as an Access and Utility Easement on this Plat, is subject to a perpetual, non-exclusive easement for (i) the right of Owner, Association and/or a utility provider (that will be providing a utility service the development occurring within the Community) to install, repair, maintain, upgrade, use, operate and remove certain underaround utilities (with limited above around facilities if approved by Owner or Association) serving only development occurring in the Community along with a reasonable right of entry, ingress and egress to and from the Easement Area to and from adjacent public ROW and (ii) the right or Owner and Association to install, repair, maintain, upgrade, use and operate stormwater and drainage facilities and systems serving only development occurring in the Community.

(d) <u>Public Recreational Trail Easement</u>. A portion of the Community, designated and depicted as a 'Non—Motorized Public Recreational Trail Easement" on this Plat is being created by Owner and is being granted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing the right to install, repair, maintain, use and operate a public hiker/biker, non-motorized trail.

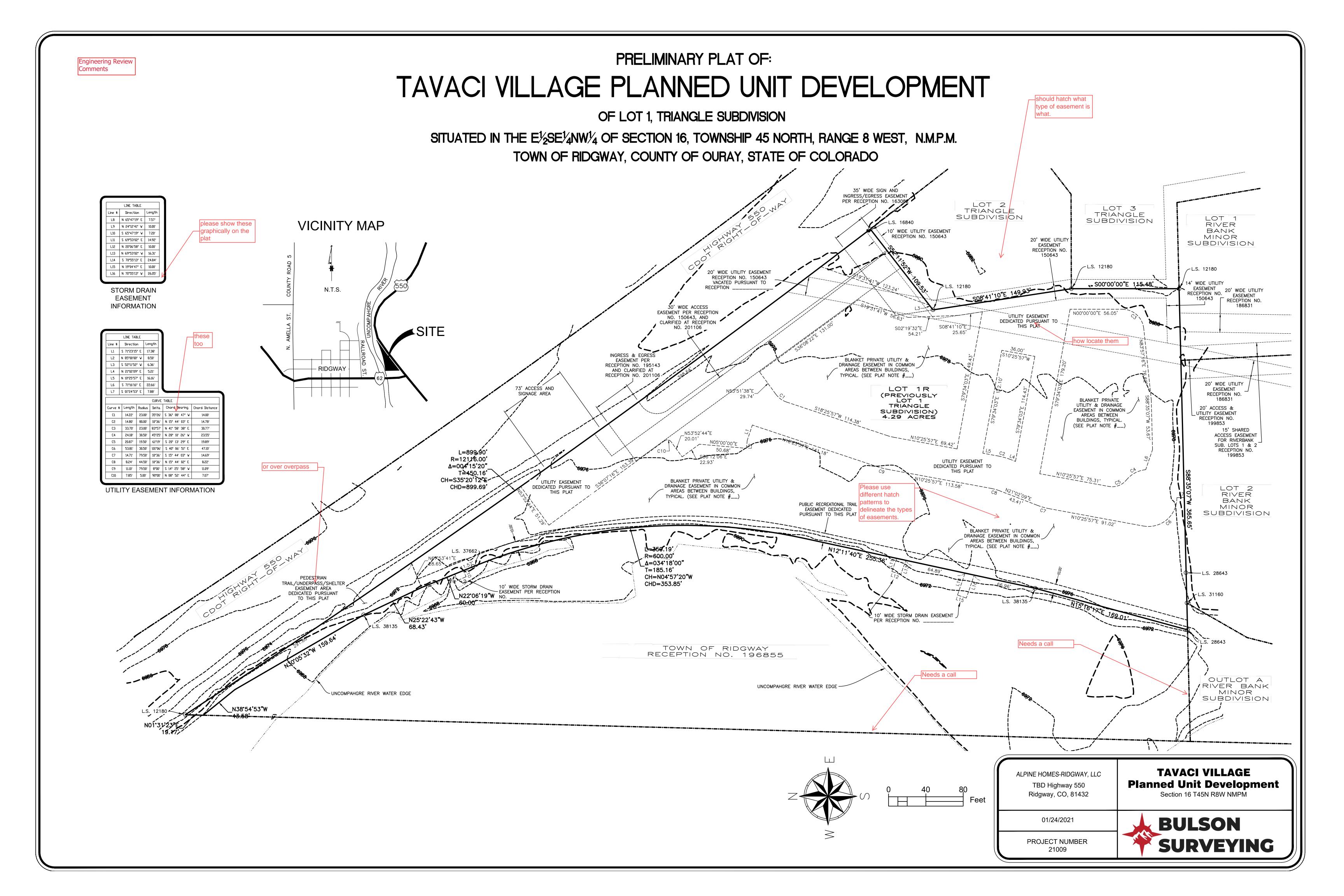
(e) Pedestrian Trail/Underpass/Shelter Easement A portion of the Community, designated and depicted as a "Pedestrian Trail/Underpass/Shelter Easement" on this Plat is being created by Owner and is being aranted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing for the right to install, repair, maintain, use and operate a public hiker/biker, non-motorized trail, construct a future highway Frail underpass, and a pedestrian shelter.

replace

or overpass

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.

ALPINE HOMES-RIDGWAY, LLC TBD Highway 550 Ridgway, CO, 81432	TAVACI VILLAGE Planned Unit Development Section 16 T45N R8W NMPM
01/24/2021	
PROJECT NUMBER 21009	SURVEYING



Engineering Review Comments

FLOOR AREA SUMMARY AND PARKING REQUIREMENTS:

BUILDING C

COMMERICAL: 1-STORY 2,000 SF TOTAL RESTAURANT 2,000 SF/ 100 = 20 SPACES 20 SPACES

BUILDING CM

COMMERCIAL-RESIDENTIAL MIXED USE: 2-STORY 7,429 SF GROUND LEVEL 3,983 SF RETAIL COMMERCIAL TOTAL PARKING: 3,983 SF/ 250 16 SPACES UPPER LEVEL RESIDENTIAL (4) 2- BR UNITS AT 861.5 SF AVG. EA. = 3,446 TOTAL PARKING: 2 SPACES PER UNIT 8 SPACES - UNCOVERED 24 SPACES ᡊ᠇ᠬ᠇ᠬ᠇ᠬ᠇ᠬ᠇ᠬ᠇᠇᠇᠇᠇᠇

BUILDINGS M1 A & B

MULTIFAMILY: 2-BUILDINGS, 2-STORY 3,612 SF EACH (7,224 SF TOTAL) 2 - 3 BR UNITS 2 - 2 BR UNITS (ONE TYPE A AND ONE TYPE B ANSI ACCESSIBLE UNITS) 2 - 1 BR UNITS COVERED PARKING 10 SPACES UNCOVERED PARKING 2 SPACES

12 SPACES NOTE: M1 A & B REDUCED BY TWO (2) 1-BEDROOM UNITS

BUILDING M2

MULTIFAMILY: 3-STORY 14,153 SF

2 - 3 BR UNITS 6 - 2 BR UNITS

GARAGE 1ST LEVEL 16 SPACES (2 PER UNIT)

4 VISITOR SPACES 20 SPACES

ᡣᠬ᠇ᠬ᠇ᠬ᠇ᠬ᠇ᠬ᠇ᠬ᠇ᠬ᠇ **BUILDING M3**

MULTIFAMILY: 3-STORY 16,506 SF

2 - 3 BR UNITS 6 - 2 BR UNITS (ONE TYPE A ANSI ACCESSIBLE UNIT)

2 - 1 BR UNITS

GARAGE 1ST LEVEL 18 SPACES (2 PER UNIT, 1 PER 1-BED UNIT)

4 VISITOR SPACES 22 SPACES

NOTE: M3 INCREASED BY TWO (2) 1-BEDROOM UNITS

BUILDINGS D1-D5

TOWNHOME: 2- STORY; 23,695 SF TOTAL (IN 5 BUILDINGS)

LIVING 1,836.5 SF (3 BR) + GARAGE 2 CARS 534 SF = 2,369.5 SF EA UNIT 20 SPACES

TRIANGLE PARCEL PUD:

SITUATED IN THE W1/2SE1/4NW1/4 OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO.

SITE ACREAGE: 4.3 ACRES **ZONING:** GENERAL COMMERCIAL SETBACKS: FRONT 15' REAR 8' DWELLING UNITS: 38 TOTAL BEDROOMS: 88 TOTAL MAX RES OCCUPANCY: 186

LOT AREA CALCULATION • SITE: 187,308 SF

BUILDINGS: 36,373.85 SF HARDSCAPE: 20,285.97 SF 56,659.82 SF

20% OF TOTAL LOT AREA 11% OF TOTAL LOT AREA 30.249 % total

04

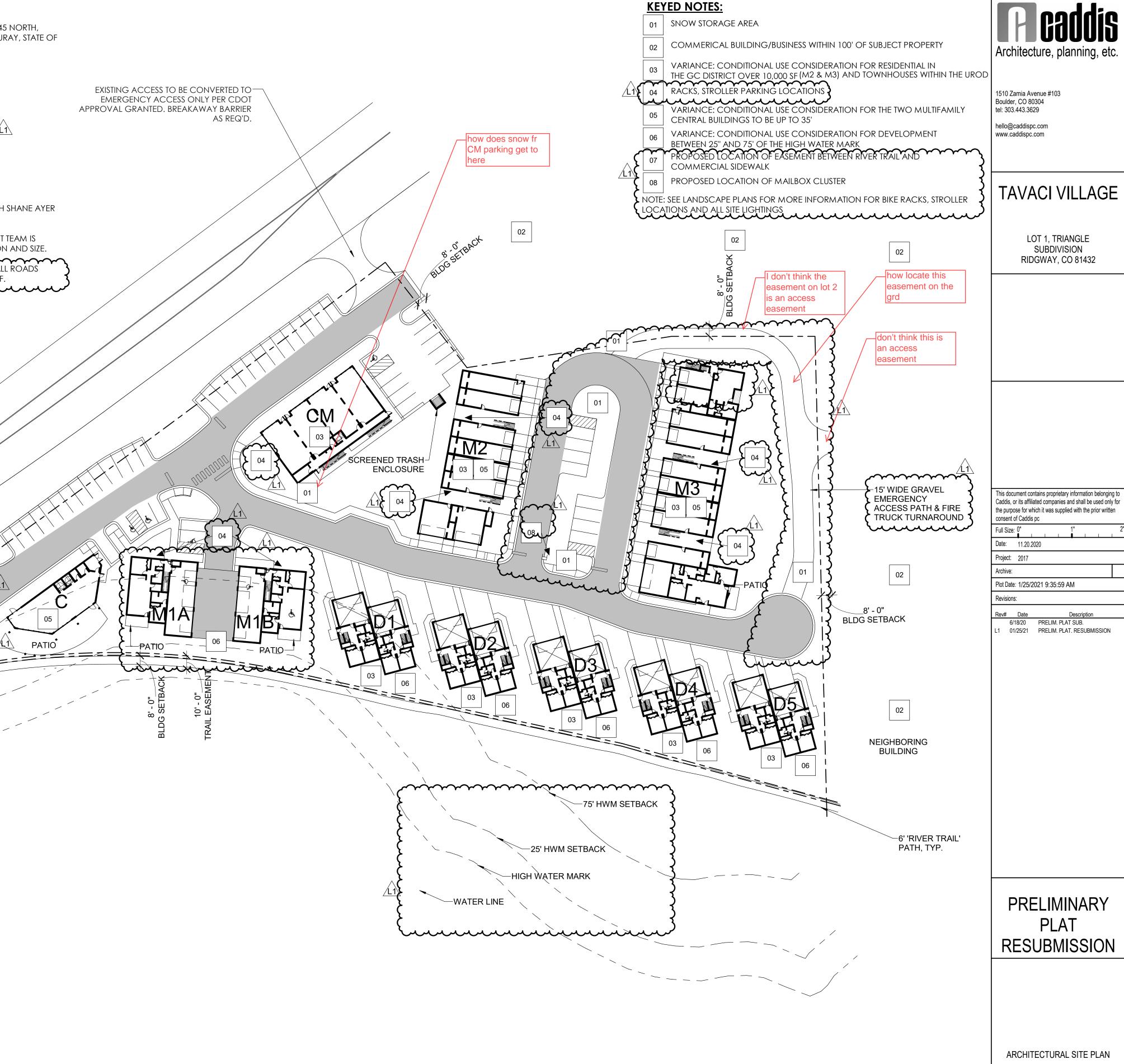
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SCHOOL BUS STOP: THE DEVELOPMENT TEAM IS WORKING WITH SHANE AYER AT RIDGWAY SCHOOL DISTRICT TO FINALIZE LOCATION.

POSTAL BOX (CENTRALIZED DELIVERY UNIT): THE DEVELOPMENT TEAM IS WORKING WITH RENEE REXFORD AT USPS TO FINALIZE LOCATION AND SIZE.

WATER LINE

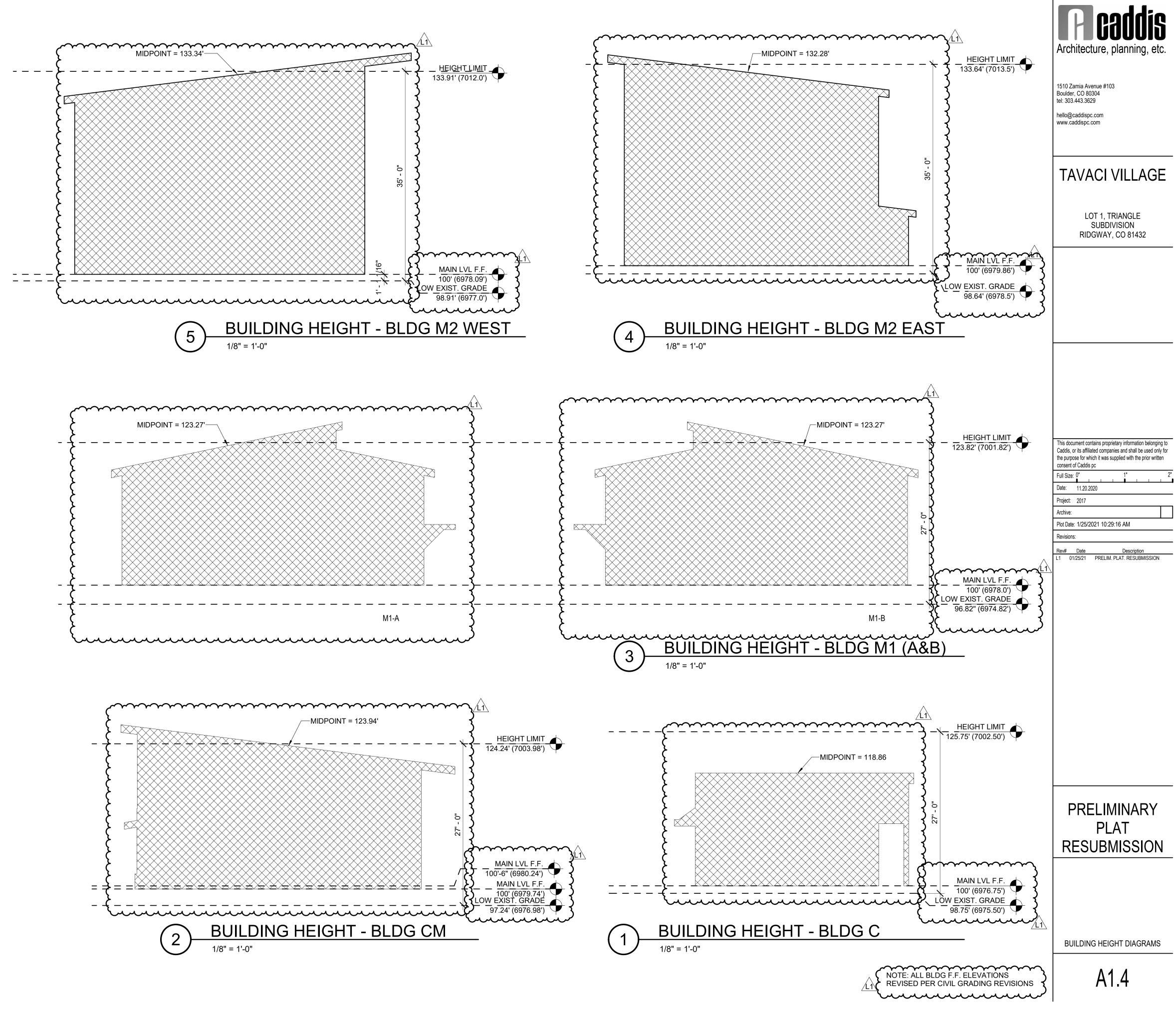
NOTE: AREA OF ROADS (NOT INCLD'G PARKING) IS 33,110 SF ALL ROADS WITHIN PROPERTY ARE PRIVATE. PARKING LOT AREA IS 11,437 SF.

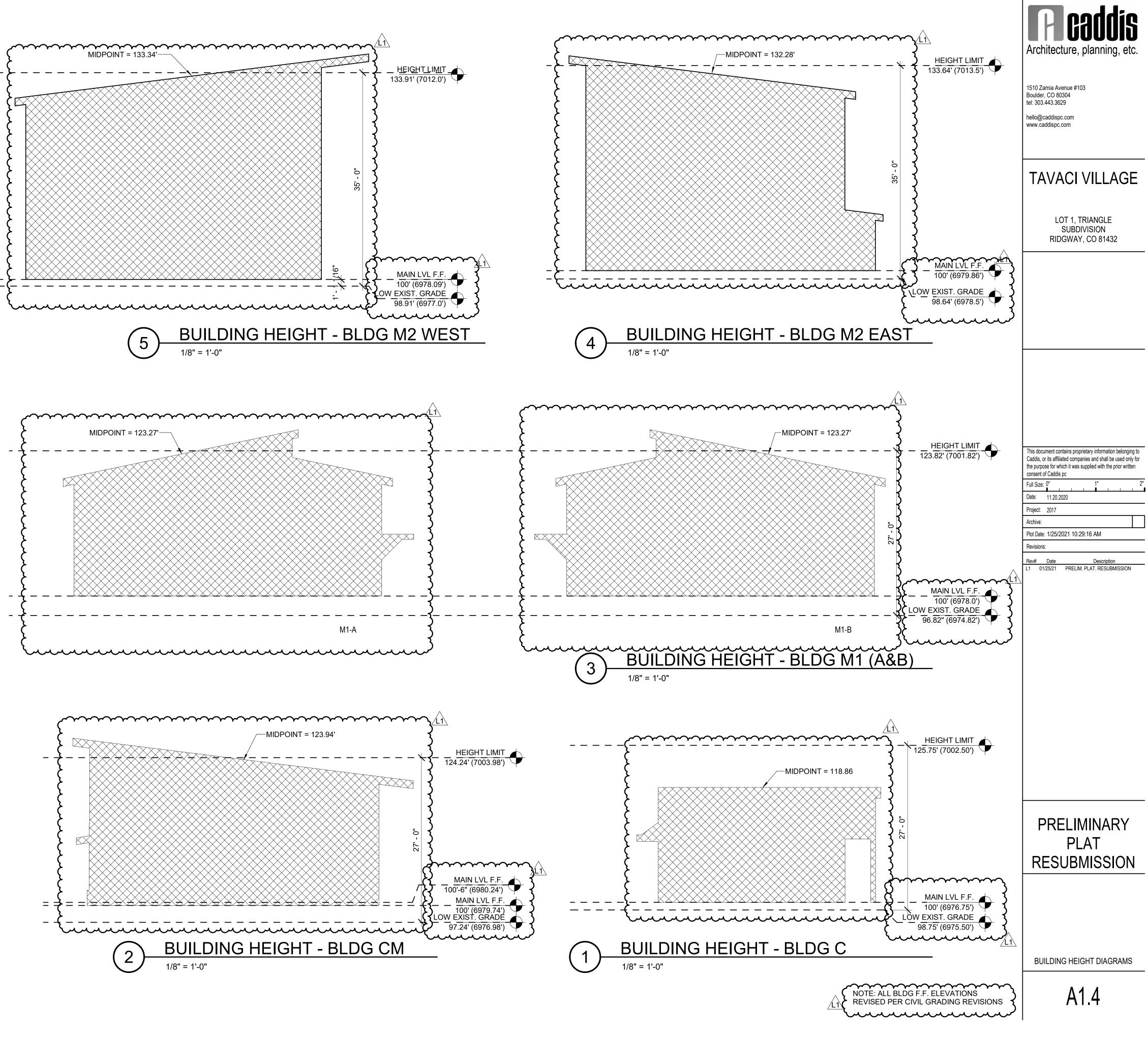


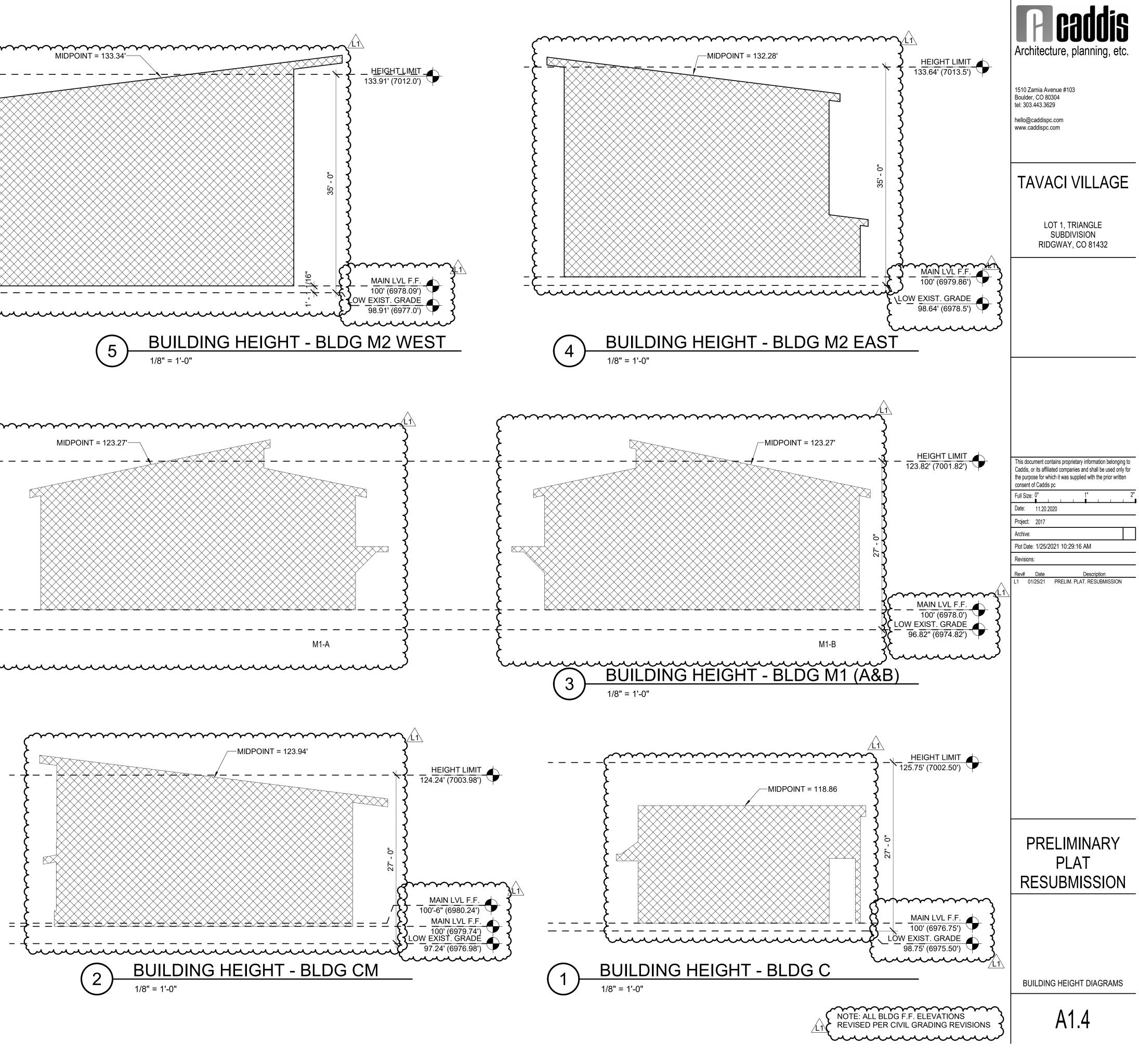


A1.1

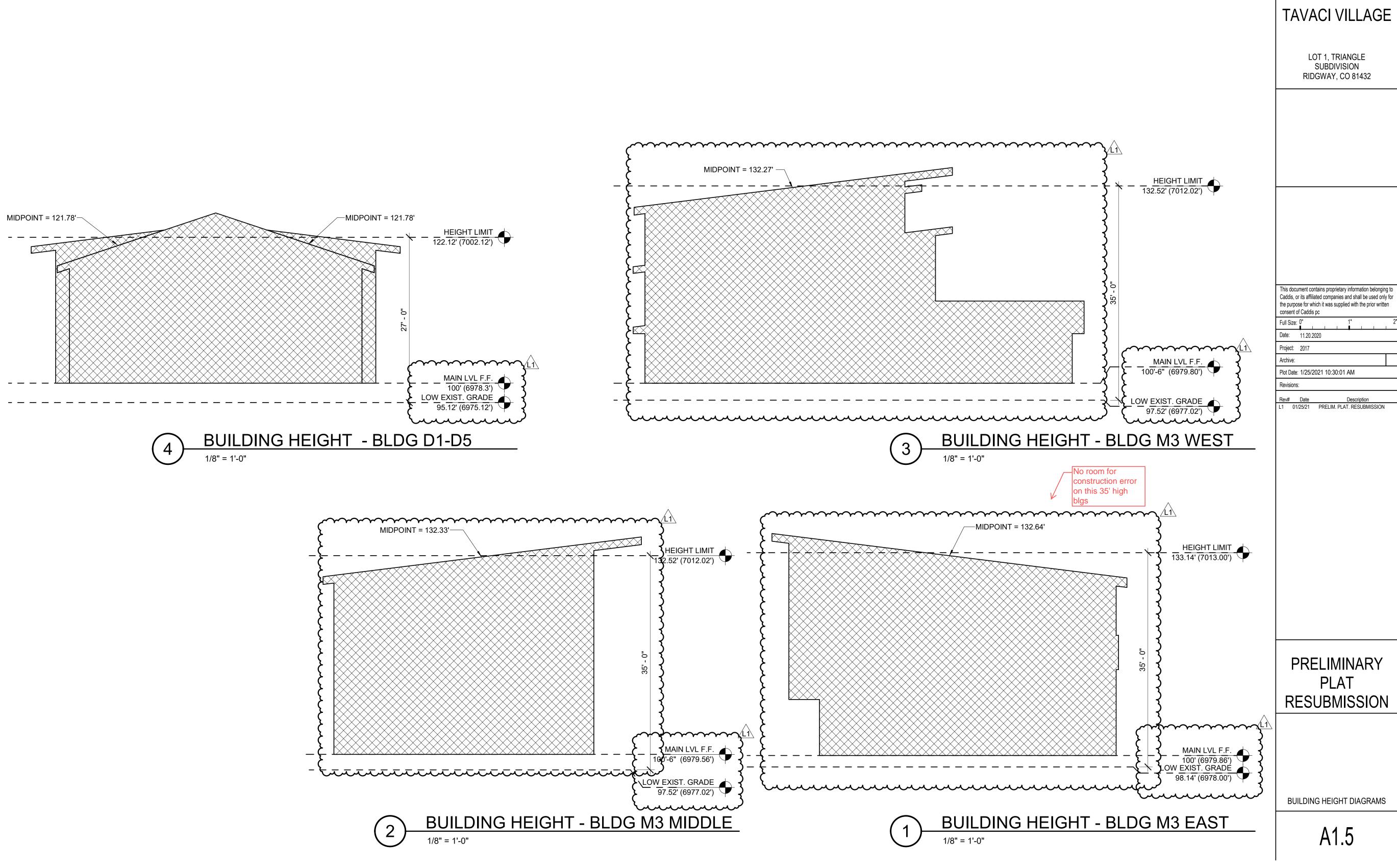


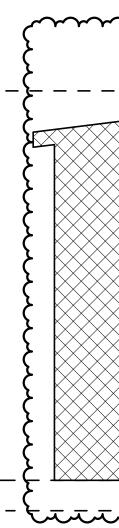














1510 Zamia Avenue #103 Boulder, CO 80304 tel: 303.443.3629

hello@caddispc.com www.caddispc.com

UTILITY PLAN NOTES

- 1. TOPOGRAPHIC SURVEY AND EXISTING CONDITIONS DATA ARE FROM DEL MONTE CONSULTING, INC. (DMC) PLANS DATED 06/18/2020 (SHEET G-3, TOPOGRAPHIC SURVEY/EXISTING CONDITIONS MAP).
- 2. 100-YEAR FLOODPLAIN LINES ARE FROM DMC PLANS DATED 06/18/2020 (SHEET G-3, TOPOGRAPHIC SURVEY/EXISTING CONDITIONS MAP).
- 3. FLOOD ELEVATIONS PROJECTED ONTO CURRENT TOPOGRAPHY BY DMC AS DEFINED AND EXPLAINED IN THE 01/02/2020 LETTER FROM DMC TO SHAY COBURN, TOWN OF RIDGWAY RE: FEMA FLOODPLAIN RESEARCH SUMMARY IN SUPPORT OF ALPINE HOMES DEVELOPMENT IN RIDGWAY, CO.
- 4. FRANCHISE UTILITIES SHALL BE COORDINATED INDIVIDUALLY WITH PRIVATE UTILITY PROVIDERS
- 5. WATER SHUTOFF VALVES SHALL BE INSTALLED AT SERVICES LARGER THAN 2" IN DIA.
- 6. WATER SERVICE SHALL BE PROVIDED TO EACH INDIVIDUAL BUILDING WITH A SEPARATE WATER METER FOR EACH UNIT. COMMON DOMESTIC AND FIRE SERVICE LINES SHALL BE PROVIDED TO ALL DUPLEX UNITS.
- 7. SEE LANDSCAPE PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE AND LOCATION. SEE LANDSCAPE PLANS FOR IRRIGATION DESIGN.
- 8. THE DRY UTILITIES, E.G. ELECTRIC, GAS, AND TV, SHOWN HEREON ARE CONCEPTUAL ONLY AND SHALL BE DESIGNED BY THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.
- 9. WATER AND FIRE SERVICE SIZING PER BIG HORN CONSULTING ENGINEERS:
- 9.1. BUILDING C: 4" FIRE SUPPLY, 2" DOMESTIC WATER SUPPLY, SEPARATE 4" GREASE WASTE LINE FROM 4" SANITARY SEWER 9.2. BUILDING CM: 4" FIRE SUPPLY, 1.5" DOMESTIC WATER SUPPLY

EL

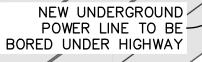
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ELECTRICAL POWER FOR

SEE LANDSCAPE PLANS

WELL & IRRIGATION PUMPS

- 9.3. BUILDING M1: 2.5" FIRE SUPPLY, 1.5" DOMESTIC WATER SUPPLY
- 9.4. BUILDING M2: 2.5" FIRE SUPPLY, 2" DOMESTIC WATER SUPPLY
- 9.5. BUILDING M3: 2.5" FIRE SUPPLY, 2" DOMESTIC WATER SUPPLY
- 9.6. DUPLEXES (D1-D5): COMBINED 1.5" FIRE AND DOMESTIC SUPPLY
- 10. WATER MAIN DEPTH OF COVER: ALL WATER MAINS SHALL HAVE 5 FEET OF COVER PER THE TOWN OF RIDGWAY STANDARDS (UNO).



550

FIRE HYDRANT

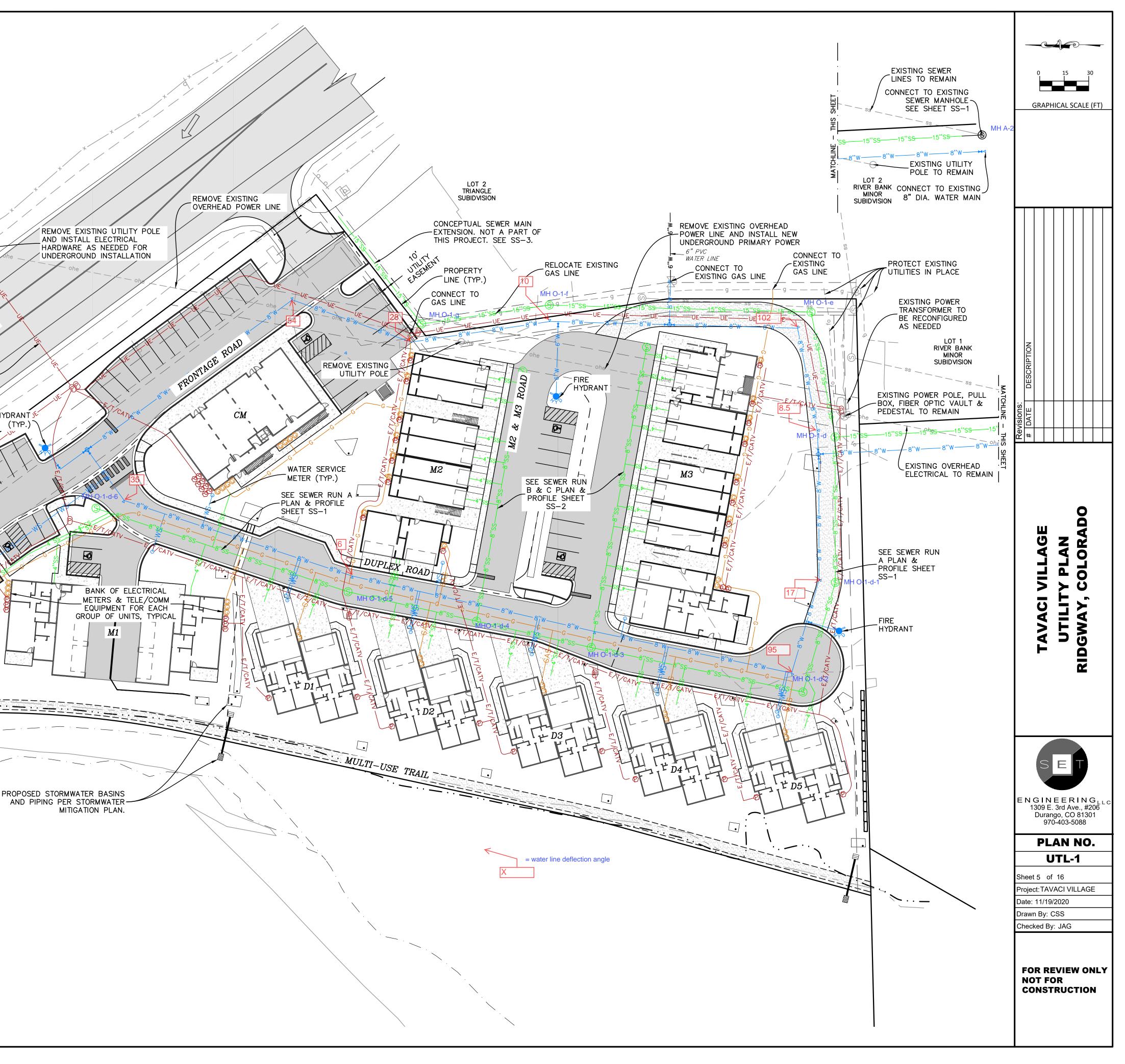
(TYP.)

HWY

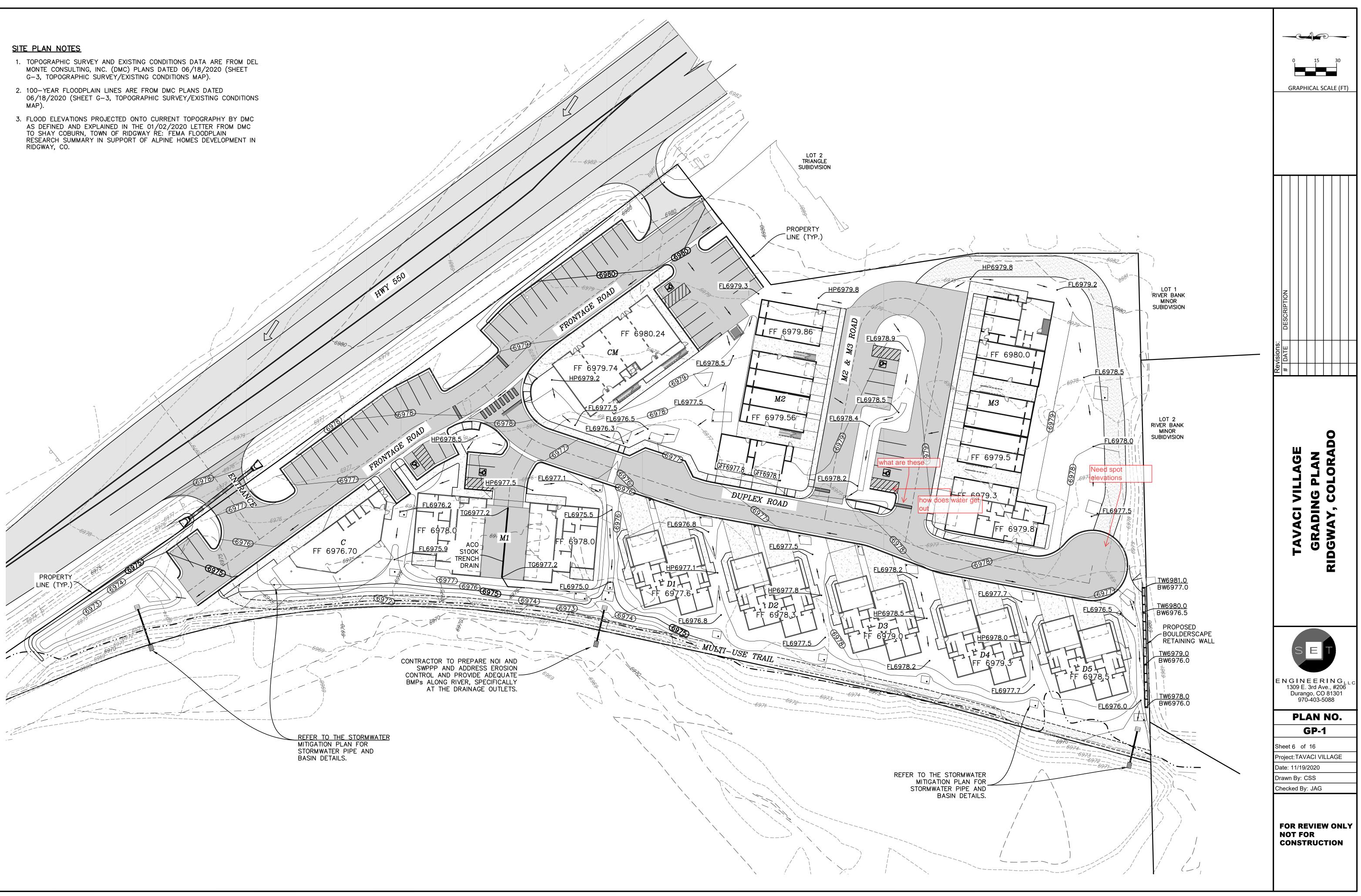


PROPERTY

LINE (TYP.)



- MONTE CONSULTING, INC. (DMC) PLANS DATED 06/18/2020 (SHEET G-3, TOPOGRAPHIC SURVEY/EXISTING CONDITIONS MAP).
- MÁP).
- AS DEFINED AND EXPLAINED IN THE 01/02/2020 LETTER FROM DMC TO SHAY COBURN, TOWN OF RIDGWAY RE: FEMA FLOODPLAIN RIDGWAY, CO.



Site Imperviousness Calculation				
Impervious Item	Area (ac)	% of Site Area	Imperviousness	Weighted
Asphalt	1.05	0.24	100	0.244
Concrete	0.41	0.09	100	0.095
Roof	0.96	0.22	95	0.213
Gravel Road	0.11	0.03	40	0.010
Lawn	1.77	0.41	2	0.008
	4.29	1.00		0.57

Required WQCV for Individual Watersheds

Watershed	Area (SF)	WQCV (cf)	Gravel Vol (cf)
А	26443	260	683
В	6564	64	170
C1	7263	71	188
C2	4437	44	115
D	7626	75	197
E	23882	234	617
F1	6982	69	180
F2	6818	67	176
F3	6683	66	173
G	3396	33	88
Н	2304	23	60
I	2125	21	55
J	2214	22	57
К	2250	22	58
L	4435	44	115
М	3301	32	85
N1	1723	17	45
N2	3091	30	80
0	2934	29	76
Р	3324	33	86
Q	18792	184	485
R	602	6	16
S	3841	38	99
Т	570	6	15
U	3939	39	102
V	608	6	16
W	3305	32	85
Х	503	5	13
Y	3977	39	103
Z	552	5	14

Bypass Flows from

12" Dia. Outfall to West

Side of Property to Rip Rap Energy Dissipator

Drywells shall be directed ____

to Type C Surface Inlet. _____

Note: All Drywells are 2' deep unless noted otherwise.

Pond

what is the peak

runoff and will a

Type C inlet and

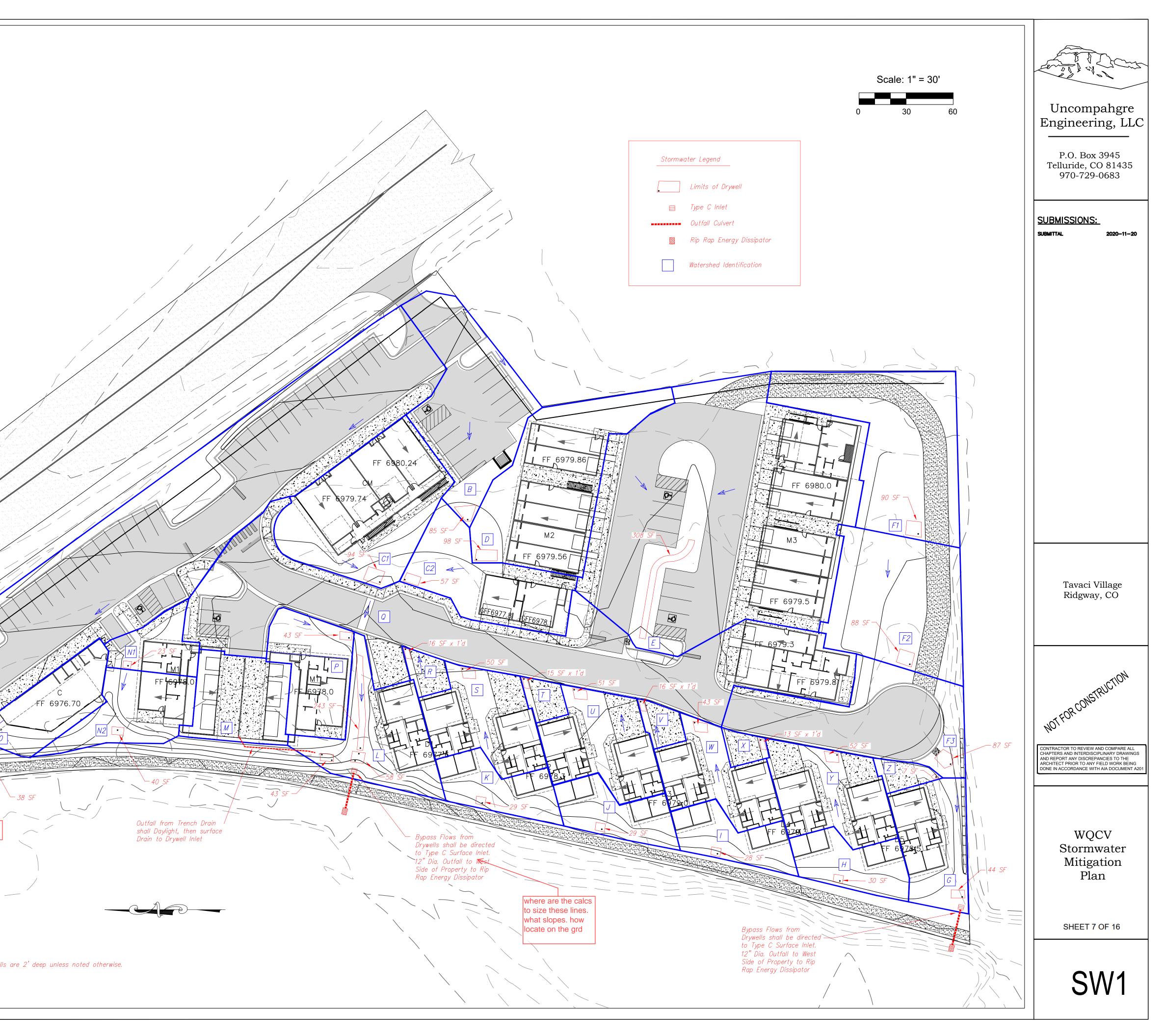
12" pipe handle it.

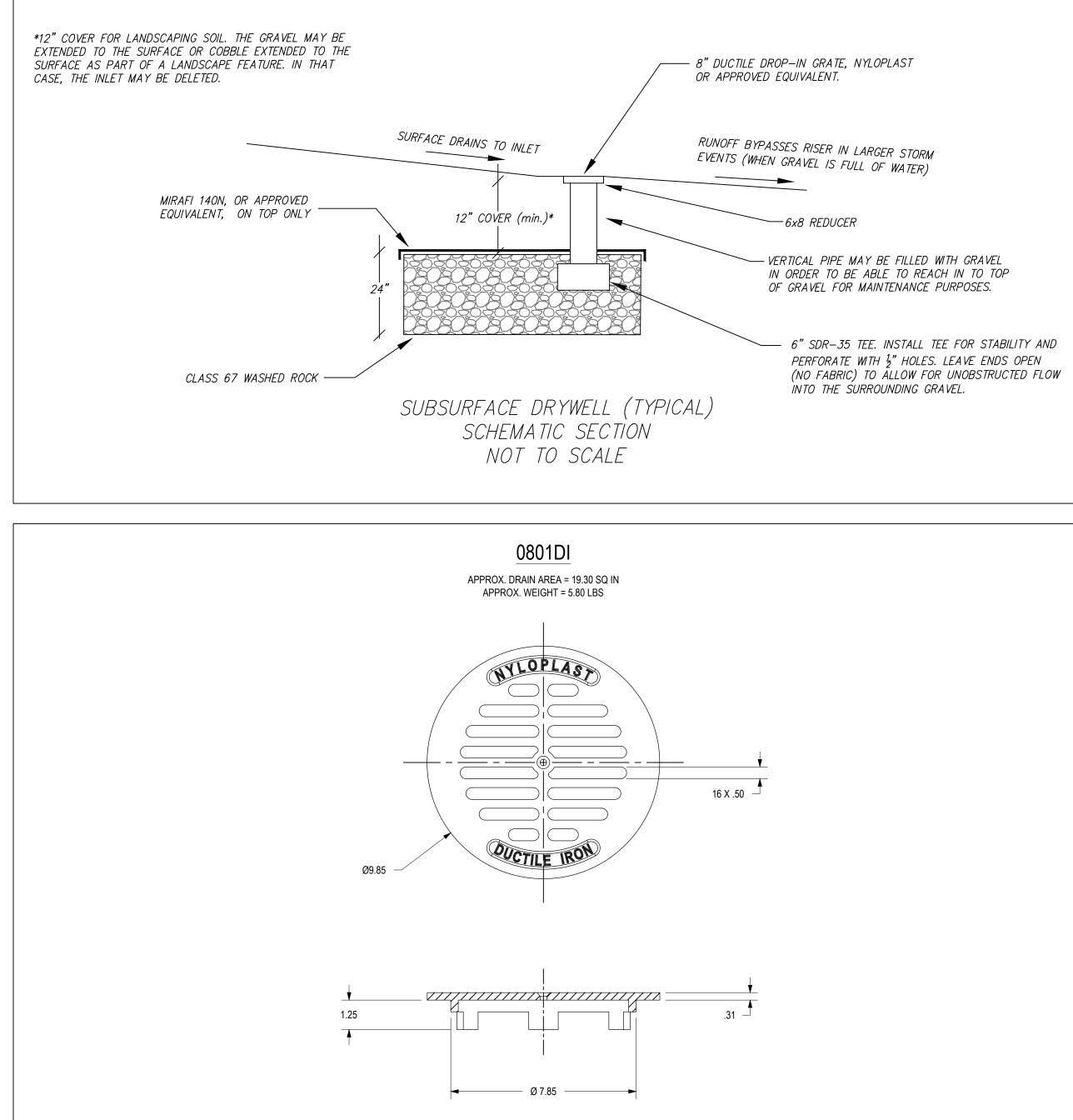
does this go to the

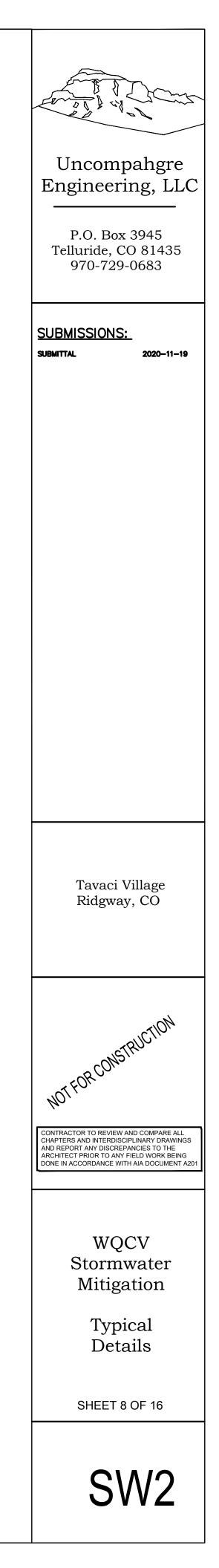
pond.

6976.

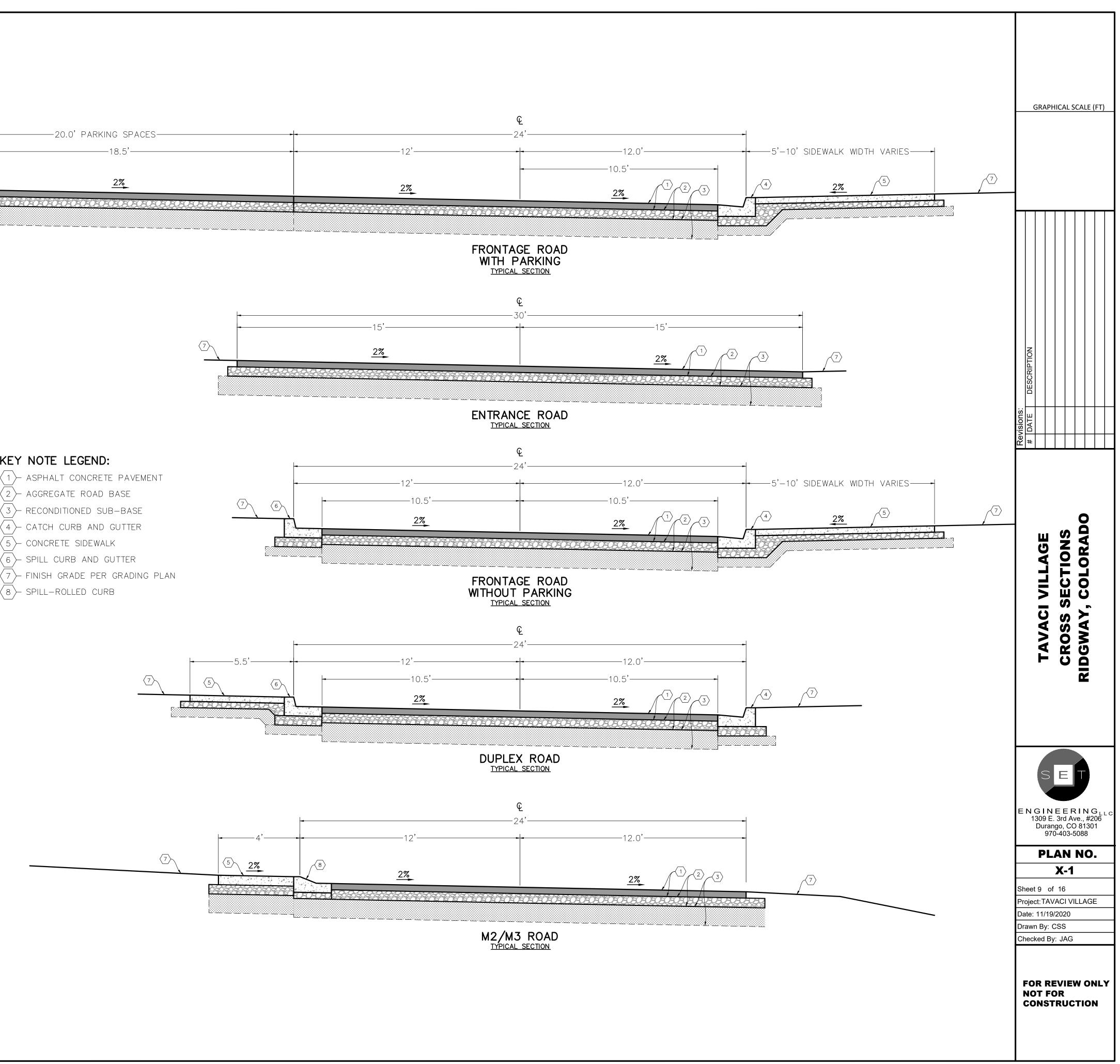
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 $\overline{7}$ $\overline{6}$ SPILL-ROLLED CURB -75'- $\overline{7}$ 2% 2% 020202020202020202020 KEY NOTE LEGEND: 15' GRAVEL ACCESS ROAD 2 > AGGREGATE ROAD BASE $3 \rightarrow \text{RECONDITIONED SUB-BASE}$ $\langle 4 \rangle$ - Catch curb and gutter $5 \rightarrow$ concrete sidewalk $\langle 7 \rangle$ $6 \rightarrow$ Spill CURB and GUTTER 2% 8 - SPILL-ROLLED CURB 16' EMERGENCY ACCESS ROAD ∕4" HMA 8" CLASS 6 FOR ROADS. 6" CLASS 2 FOR GRAVEL ACCESS ROAD. 12" RECONDITIONED SUBGRADE. PAVEMENT THICKNESS DETAIL PROPERTY LINE EXISTING GRADE —6.0' TRAIL— **-**2.0'-+-CUT SLOPE VARIES 1:1 WITH ROCK BUTTRESS TO 4:1 2% 20202020202020202020 RIVER TRAIL



Town of Ridgway Public Works



Town of Ridgway Public Works

300ft

USDA FSA, Maxar | Esri, USDA Farm Service Agency | SGM, TOR, Ouray County | USDA FSA, Maxar

ALPINE HOMES-RIDGWAY, LLC

Responses to Town comments & questions March 25, 2021

#21 (1) (see also #34)

Alpine Homes-Ridgway, LLC does want to be in the business of encouraging pedestrians to run across busy Hwy. 550 seeking a short cut to downtown Ridgway. Also, for the peace of mind of the residents, we do not want to encourage the general public to wander through a private residential neighborhood. There is currently a wide concrete sidewalk/bike path on the east side of 550 running from the lakeside neighborhood to the intersection of 550 and Hwy.62, and then connecting directly to downtown. This is the previously planned and built pedestrian corridor from east Ridgway to downtown.

In addition to which, we are proposing a public sidewalk that runs the length of our Commercial Access Road and connects to a public river trail we will be constructing. The "trailhead" is located at our public pocket park near the main entrance to the development. The river trail will connect to the footbridge over the river and continue to downtown.

The location of a suggested public easement through the private residential portion of our development, and redlined by Staff on the Overall Site Plan pg. A 1.1, is superfluous for reasons stated and impracticable for the following reasons. The location of the public easement redlined on the site plan essentially runs through resident's front and back yards. In particular, the path running between buildings M-1 and Townhouse-1 occurs in a large drainage swale which is a key element to our master drainage plan. It is simply not suitable for pedestrian traffic. In addition, the suggested path passes by bedroom windows of adjacent residences. We have no desire to subject our future homeowners to this type of intrusion of their privacy.

During the course of construction of the development, for the safety of the general public, the entire site will be enclosed by construction fencing for a minimum of 15 months. During this time we would hope that the general public will start using the existing paved pedestrian corridor into downtown Ridgway. Although we will welcome them to utilize the new public river trail at the completion of the project.

21 (2)

The Commercial Access Drive is not a publicly dedicated road. This Parking lot and Drive access together equals 40' and dedicated for the CM mixed-use building with 4 residential units and 3,983 square feet of commercial, totaling 24 parking spaces. The access easement to Lot 2 is also within this access drive. The 24' width of the road is adequate for two-way traffic and emergency access.

With the approach to creating a site with the maximum amount of open space and achieving a balance of lot coverage and only 3,983 sf of commercial and 24 parking spaces, a 40' R.O.W. appears excessive and would preclude the CM building from fitting on the site with the required parking.

#37

Alley: The commercial building CM at 3,983 SF has been designed with an interior rear access corridor for the tenant spaces accessed at the south east corner of the building directly connected to a service area within the parking lot. This approach reduces more paving and consolidates and controls the service access to the commercial to allow for more adequate and separated access to the housing units above.

#45

Residential standards 6-6-5: The townhome facades A and B are depicted in the attached A3.A and A3.2 and scheduled on A1.1. Each building incorporate variation in fenestration, windows, siding and general material palette.

The A and B buildings will be alternating so no same buildings are side by side.

The garage doors make up 23% of the façade. The front façade of each unit is stepped back by 6 feet to further break up the overall mass diminishing the garage element. The front elevation design has been further modified with the addition of stone and a roof element over the first level, and a bump out on the upper level to add more interest overall and divert the eye from the garage area. Each area is appointed with a variation of the cladding palette.

#46 (1)

The developer would like to utilize the PUD process for the Conditional Use to allow for townhouses in the GC zone district. See also Sheet A.1.1 legend of Conditional Uses.

#46 (2)

The developer would like to utilize the PUD process for the Conditional Use for 2 multi-family buildings greater than 10,000 square feet within the "GC" district should be granted since these buildings are in the interior portion of the property and are generally screened by surrounding building. Also, they are compatible with the mass and scale of existing buildings on adjacent properties per 7-3-11(C)(2).

#46 (3)

The developer would like to utilize the PUD process for the Conditional Use to allow buildings between the 25' and 75' of the high-water mark. The Ecological Character Study (included in the initial June 2020 submittal) describes this area as disturbed and depredated with no native vegetation and no defining natural habitats within the majority of the project location and within the 25' to 75' area from high water mark.

Excerpt from Ecological Characterization Study:

The developer is requesting the Town of Ridgway consider a Conditional Use variance to allow for limited development within the 75' setback per Subsection 7-3-9.6 (D) and (E) of the Ridgway Municipal Code. The proposed encroachment area is shown in Appendix 1 – Site Analysis Graphic and photo documentation included in Appendix 2. The area to be considered for encroachment is highly degraded and consists of fill material, noxious weeds and is mostly void of vegetation currently. To offset impacts, the developer is proposing riparian restoration, and a walking/biking trail which connects to the pedestrian bridge in town, along the western edge of the property where degraded riparian habitat exists currently. This would significantly increase habitat, provide bank stabilization, improve aesthetics and provide the Town and visitors with an new riverfront experience.#45,

#45, #46 (4) also #47

The Townhouses measure less than 50' in length and do not constitute a variance. Additionally design of the riverfront facade of the Townhouses incorporate staggered massing elements which visually breaks up the perceived mass and scale of the overall elevation. See additional dimensions and information on A1.1 at D-3 Townhome for more information.

#46(5)

The developer would like to utilize the PUD process for the Conditional Use for Bldgs. M-2 & M-3 to be constructed to an average height not to exceed 35'. This proposal was discussed in depth at the Planning Commission Sketch Plan Review in April 2020. One rationale to increase height is due to the desire to park all units within the first floor footprint. This alleviates the site from dedicated freestanding parking garages allowing for more green/ open space. This strategy also greatly reduced the need for unsightly asphalt parking lots surrounding the buildings. This design approach was acknowledged and supported at the time by the Planning Commission. As stated in **#46(2)**, these buildings are compatible with the mass and scale of existing buildings on adjacent properties.

48. Signage

Per 7-3-17 (J), Applicant will prepare a Master Sign Plan due to multiple commercial tenants, under the designated application process and submission materials stated in 7-3-17 (J) (3) (d).

This application will be submitted at the time the Planning Commission grants approval and recommendations to Council, as to provide a coordinated Master Sign Plan with the preliminary approved development, or as directed by staff.

#49 (4) also 26(5)(v)

The developer would request that only the Townhouses would be eligible for short term rentals. These units would likely be more desirable for short term tourism bed base which would provide economic stimulus for the local tourism economy. The condo units are more appropriate for local live-in owners and long term rental housing for locals assuming some units are purchased by investors to be rented out. Also, short terming the condos may become a nuisance for their immediate neighbors.

Uncompahgre Engineering, LLC P.O. Box 3945 Telluride, CO 81435 (970) 729-0683 dballode@msn.com

April 12, 2021

To: Ridgway Planning Department

RE: Civil Comments, Riverfront Village (formerly Tavaci Village)

This letter addresses the civil comments found in the spreadsheet in the Town's response dated March 25, 2021.

In general, there are no issues with the plans that concern life-safety, conceptual design or geometry. The Town comments are primarily asking for details that we felt could be addressed later – once the project is approved. In these comments, the Town has stated that FINAL civil construction drawings must be complete prior to the PRELIMINARY plat being complete and even before the project has been approved by P & Z. We feel that the current civil engineering meets the intent of the requirement – no big changes are suggested or expected.

On a side note, the current engineering team took over the project mid-way through the design process. The previous plans had notes that were done by a civil engineering firm that had previous Town experience. We started with that set of general notes assuming that they had already been vetted by the town and assumed that these notes were acceptable to the Town. Apparently, they are not and there are many changes that are being requested. That's all fine. Again, no life-safety issues – just details.

We are trying to change the general notes to whatever the Town would like. There is no template for what the Town would like, so now we are going back and forth which generates many needless hours of review. And this is not a quick back and forth - there are months between comments. We are cooperating and would like to get there. If the Town would provide an example of notes that they are satisfied with, that would be helpful since the town's own standards and details are somewhat lacking. Providing an example would speed the process up and give the Town the product that they would like much sooner. By having a standard to follow, the Town could then have a standard going forward and this review and future reviews would go so much faster.

We know that the Lena Street project has recently gone through a town review and has been approved by the town. We assume that these plans are public record and are requesting a pdf copy of those plans to use as a template. It seems that the town would then have more of a standardized template going forward.

When going through these comments, it should also be remembered that Riverfront Village does not have public streets and these improvements are not on town-owned property – just the water and sewer.

Finally, during the review process, the Town adopted a new stormwater code. This code was adopted well over a year after the design process began but Riverfront Village is required to follow this new code. Unfortunately, not all of the details in that code have been worked out and it is our understanding that this is the first project to go through under this new code. The stormwater design is lagging the final architecture due to the need for clarification. The result is just a different configuration of the numerous, small, on-site drainage basins – nothing is being proposed to the over-all concept. However, the town has taken the position that it does not allow sheet drainage to the river, so the design must concentrate

stormwater discharge. We are requesting easements for those concentrated stormwater discharge points onto town property (in the flood plain of the river).

And now we begin the response to the 151 comments.

1) All of the linework is in Autocad and tied to the property line – everywhere. The file will be provided to the surveyor, the contractor, and the Town. If you have the file, you can literally click on any line at any point and you will have those specific coordinates. Listing a small number of points in a table is, frankly, a bit outdated. Any point that you'd like the coordinate on is readily available – not just ones listed in a table.

Part 2) We understand the concern and we will add vertical control to the alignment. However, requiring an exact bend also means requiring an exact length of pipe and that the pipe be laid at the exact bearing and distance laid out on paper so that that bend works out. This is simply not realistic and extremely wasteful. Pipe would need to be cut to exact lengths in order to hit these exact bends. This comment doesn't seem to account for the fact that that the pipe can have deflection in the other joints. If the bend in the pipe doesn't exactly match a standard bend, then ductile pipe can have some deflection in the joints. The contractor should be allowed the leeway to put in bends where he needs to put in bends and deflect the pipe where he can deflect the pipe.

It is the contractual responsibility for the Contractor to install the utilities per the requirements of the Utility Providers. That means at the proper depth, separation, and within the required easement. The Town being only one of those providers. Showing – or not showing – a bend does not change that requirement or make the installation better or worse. The waterline will be installed within the easement and at proper depth. I believe that the town inspects the installation and they can either accept or reject during installation.

2) The sheets will match the table of contents.

3 - 7) CDOT requirements will be met. CDOT would like to know that the project has been approved before taking it further.

8) The diagonal is simply the shortest route. Changing this alignment would make the waterline longer and with more bends just to be parallel to the direction of traffic within a private parking lot. We would like to leave this alone. This will be deferred until the Owner has the connection point from the Town.

The power company only allows a certain number of bends per run, so that must also be taken into consideration when laying out utilities.

9) The Owner's Rep is in discussions with local utility companies concerning this item.

10) We didn't see those specific firetrucks listed in the Fourth Edition of AASHTO'S Policy on Geometric Design of Highways and Streets. We certainly want to provide an adequate turn-around and feel that it has been provided. The geometry allows for satisfactory turn-arounds for both the Telluride and Durango Fire Departments – these are the Fire Departments that the engineers are familiar with.

If the Town has a specific inside turning radius that the plans should meet, please provide. We are not accustomed to designing for one particular model of a truck considering models change over time. We have simply been requesting the standards that we should be designing to and knowing the wheelbase length of one specific truck is not enough.

11 - 13) By others (mechanical).

14) We're not sure if the reply ended up accepting accepted the proposed insulation or not but we will move forward using the Foam-Lok. Extruded polystyrene (blue board) is acceptable. We are asking that this product also be allowed.

15-19) By others (landscaping).

20) Black Hills Energy lays out – and owns - their gas lines. We will share your concerns with them.

21) We will let Black Hills Energy know that you would prefer that they encase their gas lines.

22) We will require that all utilities and all fill under hardscaped areas be compacted to 95% standard proctor. If that's not clear in the Town standards, it will be made clear in the notes.

23) All utilities are shown. The gas company and power company haven't completed their final layout of their respective utilities. We request that the Town provide a section of their desired trench. We will forward along to the power and gas companies and make every effort to comply. I'm certain that all utilities will fit in the easements.

24) No action necessary.

25) No action necessary.

26) The high water line is a polyline in the CAD file. It can be located exactly by a surveyor.

27) No action necessary.

28) The final civil plans will show the final setbacks. This has not been quite finalized since we are waiting for the Town to provide a final alignment and depth on the 15" sewer. We are unsure how this will affect other setbacks, but this is simply adding a line to the drawing and we will be happy to do so.

29) This is a comment that doesn't necessarily need action. The Town standards will be part of the contractor's contract and they are contractually obligated to construct per those standards.

30) No action necessary. These comments are a mixed bag of comments from previous submittals.

31) We were referring to the Town standards and not the Ten State standards (a group of 10 midwestern states). We had no idea that portions of the Ten State standards were now part of the Town's standards. We will comply but are holding off until we have the final 15" sewer design from the Town.

32) The stationing has been changed.

33) We will provide the water profiles once the 15" sewer has been finalized by the Town. The depth of that sewer may very well require that the water main be relocated so we are waiting on that design.

In general, the Town standards require that the sewer is lower than the water (water mains only requiring 5' of cover), the water services can always cross over the sewer because the sewer is required to be 2' lower. The water services must have 18" of separation and the cover may be reduced to 4'. So all of this is easily achievable by following Town standards. That's why we referred to the Town standards.

Going forward, we will delete MH A-12 and move MH A-11 to approx. 15' east of the cross-pan. The M1 water service will be moved east of the most eastern sewer service. These changes will get rid of any perceived conflict for the water service to the M1 building and reduces any potential conflict to the services going to the D1 and D2 buildings. All other water lines will be crossing a deep sewer. The water will be continuous pure core runs (no couplings) to reduce any chance of contamination – although the sewer is lower. If the water service crossing over a sewer main requires encasement or insulation, that will be done since it is a Town requirement. If that wasn't made clear, it will be made clear.

This requirement is all about reducing the risk of cross-contamination between sewer and potable water. The Town of Ridgway has effectively addressed this by requiring that the sewer be lower than the water – that's not normally the case in high-country municipalities due to the depth that water must be installed to prevent freezing. So simply following Town standards is the best way to handle this "issue".

34) We are waiting for the Town's design.

35) The restaurant has been deleted, so no grease trap.

36) No action necessary.

37) No action necessary until the 15" sewer is verified and the line is raised to match pipe crowns.

38) See comment 33.

39) The contractor will tie the sewer service lines to the sewer main with a full-bodied wye, per Town standards.

40) No action necessary.

41) There aren't really any calculations to show cover. Eventually we will have the plumbing plan that shows the pipe exiting the building. It will then be dropped to meet code. It won't be coming out of the building underneath the footers, but it's also not going to freeze in the first few feet.

42) I'm not sure how final construction plans can be expected at this point. This is a preliminary plat submittal. All of this will be addressed as a matter of course. To think that the sewer services will be complete prior to the plumbing being done is not realistic.

The sewer mains are lower than the adjacent buildings. The services will work.

43) No action necessary.

44) No action necessary.

45) Refer to the plat.

46) No action necessary.

47) The Owner has requested that this be addressed separately and is currently not shown on the plans.

48) No action necessary.

49) No action necessary.

50) ADA is 2%. That's the standard that the Contractor must comply to. We were unaware that the river trail sidewalk is required to meet ADA requirements and request that this be verified.

51) Stormwater calculations and discussions will be addressed in a separate letter.

52) I think that the point being made in the WQCV letter was missed. The Town was confusing general impervious values for certain land types with general weighted values in their own table. To make it easier to present – and reduce the review time – it was suggested by this engineer that a weighted run-off coefficient be used. We understand that the answer is no.

53) I'm not sure that a plat is the proper place to add a maintenance note. Will follow up.

54) Yes, of course. No action necessary.

55) No action necessary.

56) Class 67 is concrete aggregate and has a standard gradation. This will be addressed in the separate stormwater letter, but it does bring up an extremely important point.

The Town is stating that Class 67 is anything below ³/₄". That's not accurate as you can see in a standard AASHTO Gradation Chart. It was specified because it's washed, concrete aggregate and therefore has no smaller fines. The Town states that it can be anything smaller than ³/₄". But the gradation requires that only 0-5% can pass the No. 4 sieve and nothing smaller after that. That's accomplished by washing out the low end in a wash plant (it's concrete aggregate).

The Town's comment goes further and questions the void ratio. Not that it's necessarily wrong, just questions it. This comment therefore stalls out the final stormwater mitigation design because the Town is questioning the void ratio that directly affects sizing all of the drywells.

If the Town feels like a 38% void ratio is not accurate, then we request a suggestion rather than an open-ended question that delays the completion of the plans. If there is no specific direction, then no action necessary. Class 67 is the Engineer of Record's preferred and specified aggregate. It's clean, consistently produced, and readily available. 38% is a fair void ratio. Individual tests will always vary up and down – it's allowed to have a range. To require testing of a standard product is extreme. It's already been tested at the wash plant and the producer is representing the pipe to be within spec. That is precisely the point of why a readily available graded aggregate is specified.

We would like to emphasize that this comment has made it impossible to finalize the stormwater mitigation plan, so nothing has been updated on the SW plans. If Class 67 is not allowed, then we request that the Town actually make a specific recommendation with accompanying void ratio so that we can continue.

57) No action necessary.

58) Refer to architectural.

59-86) Refer to comment 51.

87) No further action necessary.

88) There will be enough control for the Contractor to perform their work. We can only assume that will be enough for the Town to perform their inspections.

89-93) No action necessary.

94) It's basically a dead-end road and the cars can turn around however they wish.

95) There will be a stop sign at the Hwy 550 intersection. We are certain that it will be a requirement of CDOT.

96) There will be enough dimensions to build the project.

97) Again, the surveyor will have the linework.

98) If we had fire department standards, then we would follow them. Does the Town have an issue with anything specific? We assumed that the Town would forward the plans to the RFD to review. We are waiting on their comments.

99) No action necessary.

100) We were under the verbal understanding from the RFD that this didn't have to be a full-on gravel road. It's not a street and we do not want cars driving on it. It's only there for emergency access and is there at the request of the fire department.

101) No action necessary.

102) No action necessary.

103) Slopes will be added to typical sections. The project has 2:1 max. cut and fill slopes.

104) We will refer to Town standards if we haven't already.

105) We assume that this only pertains to the water and sewer trenches since all of the rest is privately owned. For construction, the compaction tests and requirements will be subcontracted out to a private firm who will objectively test as necessary per industry standards. We don't expect the town to be on site pointing out to that firm where tests should occur.

106) Fixed in the architectural.

107) If the Town has some specific trench section that they would like to share, then please share it.

108) By others (mechanical).

109) Tying in at another place across the highway has a very marginal benefit and we do not think it's necessary.

110) The meters will be located within their easements.

111) We will be using a curb stop.

112) This concern has already been addressed at least once.

113-151) More of the same and many repeat comments. We agree to add details, comments, refer to Town standards, etc. All things that are normally done as plans progress to final. The mechanical engineer will address the sizing of the utilities, etc.

On the final page of the letter, an over-all utility plan was included. That's great to see since we have been asking for it since our involvement with the project (over 8 months) and we have repeatedly been told that no such drawing exists.

Clearly, there is a sewer and water plan for the east side of the highway and all platted lots and envelopes are being served. This plan also shows how tying the water across the highway (for a "loop") is only of very marginal benefit. Riverfront Village is just a stand-alone development like the others we see on the aerial photo that are not looped. Besides, it appears that there is a 6" that has already been extended to the highway shoulder for this same reason.

Thank you for all of the comments. As stated earlier, there are no life-safety issues nor are there any major changes required. We will add further details, call-outs, notes, etc. as the architecture is finalized.

Sincerely,

David Ballode, P.E.

AGENDA ITEM #7

PLANNING COMMISSION

MINUTES OF THE REGULAR MEETING

FEBRUARY 23, 2021

CALL TO ORDER

The Chairperson called the meeting to order at 5:30 p.m. via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy due to COVID-19. Commissioners Emilson, Falk, Liske, Nelson, Councilor Meyer and Chairperson Canright were in attendance.

OTHER BUSINESS

Town Manager Preston Neill introduced T.J. Dlubac and Katie Schwarz of Community Planning Strategies, LLC (CPS). CPS is a planning firm specializing in rural communities that will provide services while the Town recruits a replacement for Town Planner Shay Coburn who left the Towns' employ on February 19.

PUBLIC HEARING

 Application for Variance to Building Height; Location: Block 33, South 15 ft. of west 50' of Lot 18, west 50' of Lots 19 and 20; Address: 521, 523, 525 Clinton Street; Zone: Historic Business; Applicant: Sundra Hines; Owner: Greg Young, Banco Building LLC

Staff Report dated February 23,2021 presenting background, analysis and staff recommendation prepared by Town Planner Shay Coburn.

Town Manager Preston Neill presented an application for variance to building height for the historic Banco Building. He noted the variance was 1 of 3 variances submitted for approval at the December Regular meeting. Two of the variance requests were approved, and the applicant requested the decision for the variance to building height be deferred to provide more specific information to the Planning Commission. Neill reviewed the Staff Report dated February 23, 2021 and explained the Applicant submitted revised drawings clarifying the elevation increase in the rear of the building. The Town Manager recommend approval of the application.

Applicant Sundra Hines noted the finish grade for the elevator height will be 45.75 ft., and the stair shaft will be 40.53 ft.

The Chairperson opened the hearing for public comment and there was none.

The Commissioners discussed the variance request with the Applicant. Ms. Hines explained the elevator will be used for egress, the stairwell is a fire code and an American with Disabilities Act requirement (ADA), and the height variance is primarily due to the 2.5 ft. reduction in the lots' grade from the front to the rear. The rear of the building is the only non-built area on the lot where the elevator can be constructed.

The Commissioners agreed the request is in line with the 39' variance granted for the Space to Create project and 41' variance granted for the Fire House project. They also noted the

Planning Commission February 23, 2021 Page 2

registered historic structure can not be modified to reduce the ceiling height within the existing floors of the Banco Building.

ACTION:

Commissioner Nelson moved to approve the Variance for Building Height up to 45.75 ft., and up to 40.53 ft. for the elevator for the Banco Building located at 521, 523, and 525 Clinton Street. The approval is based on the hardship for ADA requirements, requirements for historic building construction, the slope of the lot's topography, and that the public safety and welfare has been met. The motion was seconded by Mayor Clark. On a call for the roll call vote, the motion carried unanimously.

APPROVALOF THE MINUTES

2. Approval of the Minutes from the Meeting of January 26, 2021

ACTION:

Commissioner Liske moved to <u>approve the Minutes from January 26, 2021.</u> The motion was seconded by Mayor Clark. On a call for the roll call vote, the motion carried unanimously.

3. Approval of the Minutes from the Joint Workshop of February 3, 2021

ACTION:

Commissioner Nelson moved to approve the Joint Workshop Minutes of February 3, 2021. The motion was seconded by Mayor Clark. On a call for the roll call vote, the motion carried with Commissioners Emilson, Falk, and Liske abstaining.

ADJOURNMENT

The meeting adjourned at 6:10 p.m.

Respectfully submitted,

Karen Christian Deputy Clerk