

## RIDGWAY PLANNING COMMISSION

### REGULAR MEETING AGENDA

Tuesday, May 31, 2022

5:30 pm

*Due to COVID-19, and pursuant to the Town's Electronic Participation Policy, the meeting will be conducted both in person and via a virtual meeting portal. Members of the public may attend in person at the Community Center, located at 201 N. Railroad Street, Ridgway, Colorado 81432, or virtually using the meeting information below.*

#### Join Zoom Meeting

<https://us02web.zoom.us/j/83693081636?pwd=rF48WL7FMZFj9nrufSNRkTxQyY7lIZ.1>

Meeting ID: 836 9308 1636

Passcode: 113367

To call in dial: 408.638.0968 or 253.215.8782 or 669.900.6833

*Written comments can be submitted before the meeting to [kchristian@town.ridgway.co.us](mailto:kchristian@town.ridgway.co.us) or delivered to Town Hall Attn: Planning Commission*

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

#### **PUBLIC HEARINGS:**

1. **Application:** Sketch Plan & Preliminary Plat; **Location:** Town of Ridgway, Block 30, Lots 1-12; **Zone:** Historic Residential (HR); **Applicant:** David Bruce; **Owner:** Ridgway Homes, LLC
2. **Application:** Sketch Plan; **Location:** McChesney Minor Subdivision, Lot 2; **Zone:** Residential (R) and Future Development (FD); **Applicant:** Chris Hawkins dba Alpine Planning, LLC; **Owner:** Four Winds Ranch, LLLP & Estate of Bernadine C. Endicott
3. **Application:** Sketch Plan; **Location:** Lot 3, PUD Ridgway Land Company Subdivision; **Zone:** General Commercial (GC); **Applicant:** 2-Build Ridgway, LLC; **Owner:** Ridgway Land Company
4. **Application:** Final Plat; **Location:** Town of Ridgway, Block 20, Lots 16-18; **Zone:** Historic Residential (HR); **Applicant:** Beth Lakin; **Owner:** Beth Lakin

#### **APPROVAL OF MINUTES:**

5. Minutes from the Regular meeting of April 26, 2022

#### **OTHER BUSINESS:**

6. Updates from Planning Commission members

#### **ADJOURN**

## AGENDA ITEM #1



**To:** Town of Ridgway Planning Commission  
**Cc:** Preston Neill, Ridgway Town Manager  
**From:** TJ Dlubac, CPS, Contracted Town Planner  
**Date:** May 27, 2022  
**Subject:** Yellow Brick Lane Sketch Plan and Preliminary Plat for Subdivision and PUD Staff Report for May 31<sup>st</sup> PC Meeting

## APPLICATION INFORMATION

**Request:** Request for a Sketch Plan and Preliminary Plat for Subdivision and Planned Unit Development (PUD)  
**Legal:** Lots 1-12, Block 30  
**Address:** N/A  
**General Location:** North of and adjacent to Fredrick Street; east of and adjacent to N. Laura Street; and south of and adjacent to Otto Street  
**Parcel #:** 430516200001  
**Zone District:** HR Historic Residential District  
**Current Use:** Vacant  
**Applicant:** David Bruce, Ridgway Homes, LLC  
**Owner:** Paul Major, Ridgway Homes, LLC

## PROJECT REVIEW

### BACKGROUND

The subject property is located east of and adjacent to Laura Street, south of Otto Street. The property is described as Lots 1-12, Block 30, Town of Ridgway. The lots are currently vacant with no existing structures or improvements on them. Further, no adjacent roadways, including the alley to the east, are improved. The property to the north, across Otto St., is zoned Light Industrial 1 LI-1 District and the remaining three sides of the property are zoned Historic Residential HR District. Adjacent land uses are single-family homes to the east, southeast, south, and southwest and storage facility in the industrial park to the northeast. The property across Laura St to the west is vacant. As it sits today, the Laura Street right-of-way is only a half-width. A map showing the location of this property can be seen in Figure 1.



Figure 1. Property location

The parcel was approved for 14 residential units through a Sketch Plan application on September 28, 2021. This original subdivision layout included three duplexes and two four-plexes, separated garages

off the alley, and common areas. Due to logistical issues of maintenance of the common areas and separated garages, the applicant decided to redesign the layout of the project which necessitated a revised Sketch Plan to be submitted and reviewed. While the changes made were determined to be significant requiring a new Sketch Plan to be submitted, since many of the large project elements such as utilities, infrastructure, and density were already discussed and understood through the previous Sketch Plan process, staff was supportive of a combined Sketch Plan and Preliminary Plat/PUD Plan submittal for this project.

The Ridgway Town Council has supported the pursuit of grant funding through HB 1271, administered through the Colorado Department of Local Affairs (DOLA) in the amount of \$750,000 to fund public infrastructure required for this project. Earlier this month, the Town was notified that the request was awarded.

#### REQUEST

The applicant is requesting to subdivide the 0.98 acre parcel into 14 residential lots and a 15<sup>th</sup> lot dedicated for storm water management. Furthermore, the applicant is requesting to rezone the property to Planned Unit Development (PUD) to allow a variety of housing types and costs to keep the units affordable for the local workforce. If approved, the density of the project would be 14.3 units per acre. in the The 14 residential units will be:

<i>Bed/Baths</i>	<i>Area Median Income (AMI)</i>	<i>No. of Units Provided</i>
2/2	60%	4
3/3	80%	4
3/3 + Garage	100%	4
3/3 + Garage	120%	2

#### CODE REQUIREMENTS

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The purpose of a sketch plan is to understand how a proposed development may impact the community in areas such as utilities, streets, traffic, land use, master plan conformity, zoning regulation conformity, etc. The following are various town documents, plans, studies, standards, and/or regulations which have been reviewed while evaluating the requested Sketch Plan:

- 2019 Town of Ridgway Master Plan
- §7-4-5-(A) Informal Review and Sketch Plan
- §7-3-5 "R" Low Density Residential District
- §7-3-8 "FD" Future Development District
- §7-3-15(A) Dimensional Requirements
- §6-6 Residential Design Standards
- §7-4-6 Required Improvements
- §7-4-7 Design Standards
- Ch. 9 Water and Sewer

#### **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) PUDs 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 of 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.

#### **RMC §7-4-5 SUBDIVISION PROCEDURE**

(B) Preliminary Plat: (1) The preliminary plat shall be submitted, together with all other documents required by this Subsection (B), to the Town at least 30 days before the regular meeting of the Planning Commission at which the subdivider desires it to be considered. The Town staff will review the submittals and advise the subdivider of any material deficiencies. The Town staff will schedule it for a Planning Commission agenda once it determines that the submittals, as submitted and as supplemented pursuant to staff request for deficient material, have been submitted in substantial conformity with the requirements of this subsection (B). In order to be scheduled for an upcoming Planning Commission meeting, substantially conforming submittals, including information noted by staff as deficient, must have been received at least seven days prior to the day on which the agenda for that meeting is to be distributed.

#### **RMC §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 standard will more effectively protect the quality of the subdivision and the public welfare, or more effectively achieve the purposes of these Subdivision Regulations.



## ANALYSIS

### MASTER PLAN GOALS

This parcel is identified as *Town Core Neighborhoods* on the Future Land Use Map of the 2019 Master Plan. This anticipates the following land uses and development patterns:

<b>Maximum Density / Height</b>	6 to 12 du/ac; 3 stories
<b>Primary Uses:</b>	Single-family homes, duplexes, and smaller multi-family residential uses.
<b>Supporting Uses</b>	Professional offices and service businesses, limited retail, parks and recreational facilities, community gardens, civic and government facilities.
<b>Characteristics</b>	<ul style="list-style-type: none"> <li>The Town Core is the commercial heart of Ridgway with a unique historic character, pedestrian-oriented development pattern, and vibrant mix of uses, including those oriented towards the community and tourists.</li> <li>Historic preservation and adaptive reuse of existing structures are a priority to maintain the historic character of this area. New development should respect the character of existing development.</li> <li>Residential uses are encouraged as supporting uses, particularly in the stories above commercial uses or as standalone multifamily buildings, townhomes, or attached single-family housing.</li> <li>Sidewalks, public art, lighting, street trees, and other streetscape enhancements are encouraged to improve the walkability and experience of pedestrians.</li> </ul>

The project should be in general conformance with the goals and policies identified within the 2019 Master Plan and the Future Land Use Map. Figure 2 depicts the Future Land Use classification of the subject property and surrounding area. The Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals.

While the density does exceed the density identified Town Core Neighborhood land use classification of the 2019 Master Plan, this density is consistent with the Sketch Plan approved in September 2021 on this property.

During the September discussions on the Sketch Plan, Planning Commission cited the transitional nature of this site, the massing and site layout of the homes, and the desire to provide attainable housing as factors to support the increased density.

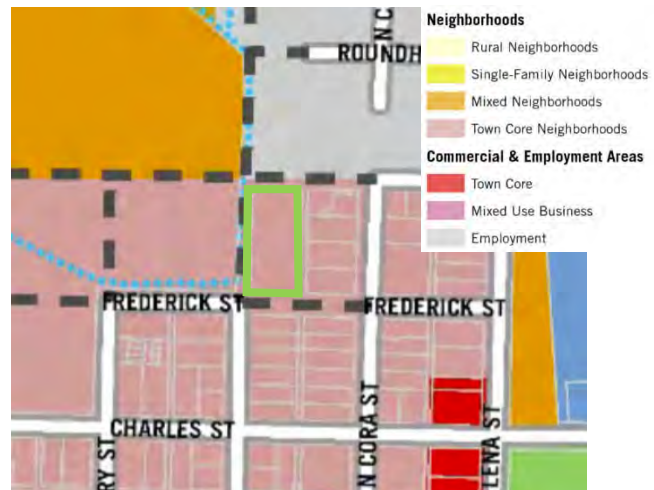


Figure 2. Future Land Use Map

The following Goals and Policies identified in the 2019 Master Plan were considered when evaluating this project's conformance with the plan.

- *Policy COM-1.1: Workforce Housing:* Partner with surrounding jurisdictions to provide housing for those employees working in Ouray County.
- *Policy COM-1.2: Private Sector Responsibilities:* Acknowledge the role of the private sector (and non-privates) as a necessary partner in addressing the community's affordable and workforce housing needs.
- *Policy COM-1.3: Public-Private Partnerships:* Explore opportunities to partner with private and non-profit developers on the construction of affordable and workforce housing.
- *Goal COM-2:* Encourage a diversity of housing options that meet the needs of residents.
- *Policy Com-2.1: Diversity of Housing Types:* Encourage the development of a variety of housing sizes, types, tenure types, densities, and prices.
- *Policy COM-2.2: Housing Options:* Support the development of a range of housing options in Ridgway, including but not limited to townhomes.
- *Policy COM-2.3: Resident-Occupied Housing:* Support strategies that maintain resident-occupied housing in Ridgway.
- *Policy CHR-1.1: Neighborhood Character:* Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design.
- *Policy CHR-1.2: Neighborhood Walkability and Bikeability:* Enhance walkability and bikeability within existing neighborhoods and between other areas of town.
- *Policy GRO-1.1: Directed Growth:* Direct growth to occur in a concentric fashion from the core outward, in order to promote efficient and sustainable Town services, strengthen the Historic Town Core and existing neighborhoods, and preserve the rural character of the surrounding landscape.
- *Policy GRO-1.4: Underutilized Areas:* Encourage infill development on vacant parcels and the redevelopment or adaptive reuse of or underutilized parcels or structures in the Historic Town Core of other areas where infrastructure and services are already in place.
- *Policy GRO-1.5: Design of New Development:* Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood.
- *Policy GRO-1.7: Transitions:* Ensure smooth transitions and/or compatibility between distinct land uses.
- *Goal GRO-2:* Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of resident's ad businesses as the town grows.
- *Policy GRO-2.1: Growth Pays for Growth:* The costs of extending or expanding town infrastructure should be borne by the developer and not the Town or residents.
- *Policy GRO-2.2: Adequate Public Facilities:* Proposed development should demonstrate that town facilities and infrastructure have the capacity to serve the development.
- *Policy GRO-4.7: Connectivity of New Development:* Encourage new development to connect to existing biking and pedestrian facilities throughout the town.





- *Policy GRO-5.4: Parking Requirements:* Support the use of on-street parking to maximize the use of available resources.

## LAND USES & ZONING

While the applicant is requesting a PUD for this property to address the unique development patterns proposed, the allowed uses must be either allowed or conditionally allowed in the underlying zone district. Single-family, duplexes, and townhomes with four or fewer units are all uses allowed by right in the underlying HR District.

The intent of the HR District is to coincide with the historic residential core of Ridgway and accommodate a variety of housing types at medium-density as well as other activities which are compatible with such uses. The project appears to meet the intent of the HR District.

While there is no minimum lot size for a PUD, being approximately one acre of HR District zoned property, there is adequate area to develop the property in a unique way that will provide additional public benefits which could be supported by a PUD.

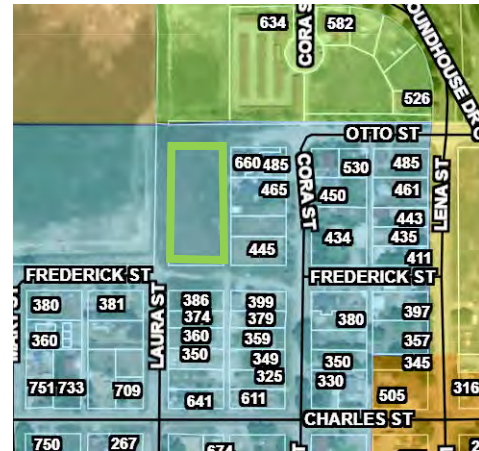


Figure 3: Zoning Map

## AFFORDABLE HOUSING

The applicant states that the homes will have the following minimum level of affordability:

- 4 units at 60% (AMI)
- 4 units at 80% AMI;
- 4 units at 100% AMI;
- 2 units at 120% AMI

The application proposes that the units will be permanently deed restricted to ensure the project remains affordable. The applicant submitted sample deed restriction documents. A recommended condition of approval is that these documents be drafted specific to Yellow Brick Lane and submitted to the Town for review prior to the Preliminary Plat and PUD being executed by the Town.

## DIMENSIONAL STANDARDS

Section §7-3-15(A) sets forth the required dimensional standards which shall be met for various uses allowed within a particular zone district. While the applicant has submitted a PUD request, the underlying HR District is the appropriate starting point to determine the impacts the proposal will have on the neighborhood. The proposed dimensional standards are provided within the PUD Guide document and in the table below:

Yellow Brick Lane Townhomes Table of Lot Uses, Lot Dimensions, Setbacks, and Offstreet Parking

Lot #	Unit Type	Lot Use		Lot Area (sq. ft.)	Lot Width (ft.)	Street Frontage	Setback (ft.)	Sideyard Direction	Sideyard Setback (ft.)	Sideyard Direction	Sideyard Setback (ft.)	Rear Yard (ft.)	Lot Coverage (%)	Maximum Lot Height (ft.)	Parking Spaces
Lot 1	Antero	Single Family Residential	2BR	2160	69.34	N Launa	15	North	15	South	21.5	0	24%	27	1
Lot 2	Shavano	Single Family Residential	3BR	2098	30.25	Frederick	15	East	14	West	0	15	29%	27	2
Lot 3	Antero	Single Family Residential	2BR	2098	30.25	Frederick	23	East	0	West	14	14	24%	27	2
Lot 4	Shavano	Single Family Residential	3BR	3490	50.34	Frederick	16	East	34	West	0	14	17%	27	2
Lot 5	Gray	Single Family Residential	3BR	4144	29.19	N Launa	23	North	0	South	13	22	30%	27	3
Lot 6	Shavano	Single Family Residential	3BR	3647	25.69	N Launa	31	North	9.5	South	0	22	27%	27	3
Lot 7	Shavano	Single Family Residential	3BR	3649	25.7	N Launa	31	North	0	South	9.5	22	27%	27	3
Lot 8	Shavano	Single Family Residential	3BR	3651	25.72	N Launa	31	North	9.5	South	0	22	27%	27	3
Lot 9	Shavano	Single Family Residential	3BR	3642	25.66	N Launa	31	North	0	South	9.5	22	27%	27	3
Lot 10	Gray	Single Family Residential	3BR	4146	29.21	N Launa	23	North	13	South	0	22	30%	27	3
Lot 11	Antero	Single Family Residential	2BR	2163	69.42	N Launa	15	North	21.5	South	15	0	24%	27	1
Lot 12	Shavano	Single Family Residential	3BR	2101	30.25	Otto	15	East	14	West	0	15	29%	27	2
Lot 13	Antero	Single Family Residential	2BR	2101	30.25	Otto	23	East	0	West	14	14	24%	27	2
Lot 14	Shavano	Single Family Residential	3BR	2212	22.15	Otto	16	East	8	West	0	14	27%	27	2
Lot 15	n/a	Stormwater Detention Pond to be dedicated to the Town of Ridgway													

YBL will request a variance for offstreet parking requirements for Lot 1 and Lot 11 or we can accommodate two off street parking spaces by shifting the lot line to be off center of the 20' utility

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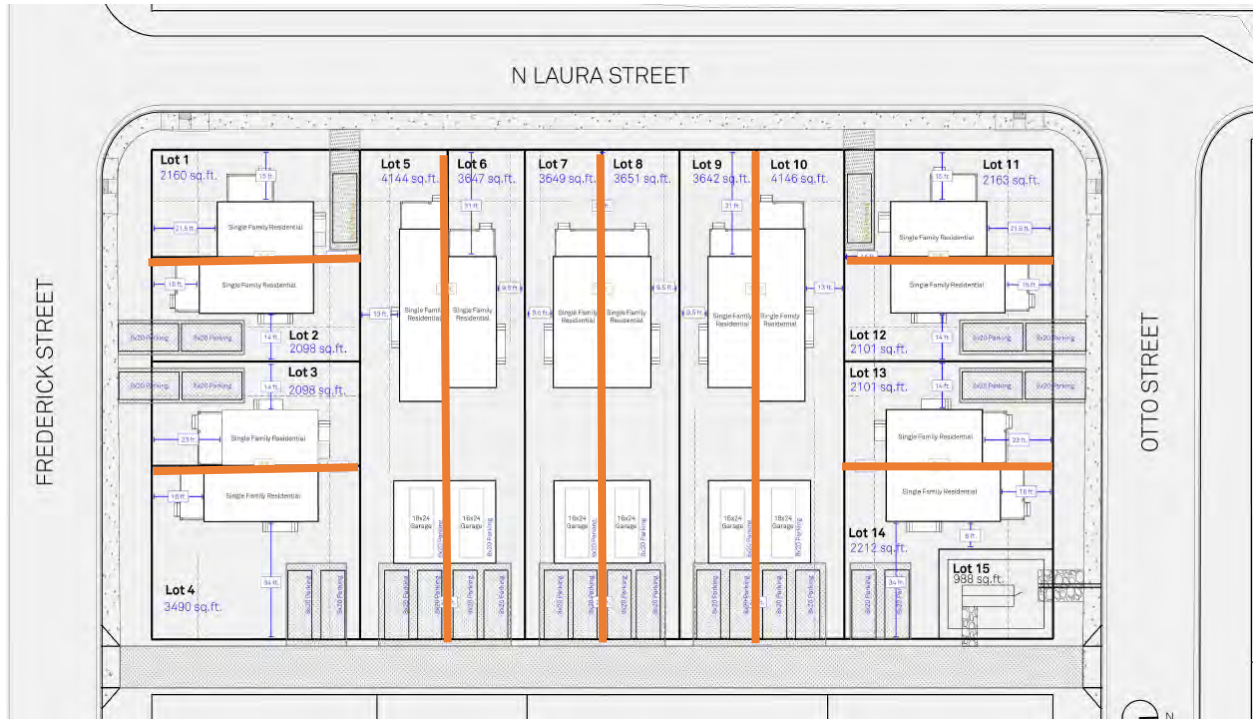
The table below identifies the required dimensional standards of the HR District and the proposed deviations from those standards. Following the table is a description or analysis of the various standards.

<i>Standard</i>	<i>Single-Family &amp; Duplex</i>	<i>Deviations Requested</i>
<b>Lot Width</b>	25'	<b>Lot 14: 22.15'</b>
<b>Lot Size</b>	3,000sf	<b>Lots 1: 2,160sf</b> <b>Lots 2 &amp; 3: 2,098sf</b> <b>Lots 11: 2,163sf</b> <b>Lots 12 &amp; 13: 2,101sf</b> <b>Lots 14: 2,212sf</b>
<b>Front Setback</b>	15'	<b>Lots 1, 4, 11, 14: 12'</b>
<b>Side Setback</b>	3'	0' for internal shared lot lines between townhome units

**Lot Coverage:** The maximum lot coverage for single-family uses in the HR District is 60%. All lots, per the Yellow Brick Lane Townhomes Table of Lot uses, Lot Dimensions, setbacks, and Offstreet Parking provided within the PUD Guidedated May 5, 2022, meet the maximum lot coverage. The maximum lot coverage is 30% on Lots 5 and 10.

**Building Height:** The PUD proposed buildings not exceeding the maximum height limit of 27'. The proposed building elevations included in the application materials measures 18+/-' to the top of the 2<sup>nd</sup> floor. Per the RMC, the building height is measured from the midpoint of the roof pitch. This will need to be properly labeled in the PUD.

**Side Setbacks:** Since the Town does not have a townhome lot type that allows for common wall lot lines to have a 0' setback, a deviation from the required 5' setbacks is needed to allow shared party wall lot lines. The graphic below uses orange lines to identify the lot lines for which a 0' setback is being requested as part of the PUD:



**Lot Size:** The minimum lot sizes of the underlying HR District standards are 3,000sf for single-family and duplex uses. The lots where the residences are located range in size from 2,098sf to 4,146sf. The Yellow Brick Lane Townhomes Table of Lot uses, Lot Dimensions, setbacks, and Offstreet Parking provided within the PUD Guidedated May 5, 2022 identify the lots that do not meet this minimum square footage.

### RESIDENTIAL DESIGN STANDARDS

All residential development in the HR District must comply with Section 6-6, Residential Design Standards, of the Town of Ridgway Building Regulations. Any provision of these sections which are unable to be met by the project may request deviations from standards following the procedures set forth in Sec. 6-6-6 Deviations.

This section includes, but is not limited to, the following provisions:

- Varied roof structures that are compatible with those on adjacent homes (*Sec. 6-6-4(C)(1)*)
- Installation of sidewalks (*Sec. 6-6-4(D)*)
- Landscaping requirements (*Sec. 6-6-4(G)*)
- No two townhome structures of substantially similar elevations shall be located adjacent to each other (*Sec. 6-6-5(A)(4)*)

The applicant is proposing to install sidewalks within the adjacent roadway rights-of-way.

Sec. 6-6-5(A)(4) requires that no two adjacent duplex units have substantially similar elevations. The application does not include adequate information in materials, colors, or massing of the building types to determine if this standard is met or not. The applicant has provided black and white architectural drawings of the project, therefore it is unclear based on the information provided if the two townhome



structures are substantially similar in elevation. The applicant has indicated that they will work with an architect once the preliminary plan is approved, however, this is a requirement of the Preliminary Plat and PUD. A comment has been provided in the planning review comments requiring that adequate information be provided. With staff recommended conditions, the applicant would have to provide this information prior to the application being scheduled to be heard by the Town Council

#### **LANDSCAPE PLAN**

The applicant has provided a landscape plan with the submitted materials. Upon review of the plan, there appear to be some deficiencies in it meeting the standards of Sec. 7-7-7 of the RMC which will need to be addressed. Although the landscaping is being calculated at a comprehensive level rather than a site level, as long as the Landscape Plan is included in the PUD Guide, the approach is acceptable and can be implemented at the time of building permit. Specifically, the following needs to be addressed:

1. Add a table to the landscape plan that identifies the required and provided land.
2. There appears to be no live ground cover provided, however, Sec. 7-7-6 requires a minimum of 20% live materials to be provided.
3. A minimum of 25% of the required landscaping shall be located in front yards. This areas must be identified in the table and depicted on the landscape plan.

#### **PARKING, ACCESS, AND ROADWAYS**

The three roads around the property are not improved (Otto St to the north, Laura St to the west, and Frederick St to the south). All three of these roads, plus the alley to the east, will have to be improved in conjunction with this project. Please see additional information under Roadway Improvements.

Access: Each of the proposed lots and residential units will have frontage on a public street, however, vehicular access for lots 4 – 10 and 14 will be provided through the alley along the eastern border of the property. Lots 2 and 3 will have access to Fredrick St.; Lots 1 and 11 will be accessed from N. Laura St., and Lots 12 and 13 will be accessed off of Otto St.

Off-Street Parking: The HR District, similar to other zone districts, requires two off-street parking spaces for single-family or duplex units and 1 space for all other uses. The RMC requires a total of 28 spaces (2x14=28). The project is proposing to include 26 parking spaces with all lots except Lots 1 and 11 providing two off street parking spaces each. The image below identifies the parking spaces that comply with the code standards with a green rectangle and the lots that do not comply with a red rectangle.



**Alley:** The preliminary plat shows the alley is 16 feet. Sec. 7-4-7(C)(13) of RMC requires a minimum of 20' width for alleys. The question of the alley width was brought up at the time of the original Sketch Plan in September 2021, but no definitive answer was given at that time. The 16 foot alley continues to be proposed which is not consistent with the current alley design standards. Even though the alley does not meet current standards, staff feels the existing width of the alley is adequate as proposed, but would be in favor of any additional width dedicated by the applicant. The alley will be improved with a 10' travel land as detailed on Sheet G2.01 of the Civil Plan Set.

**Roadway Improvements:** All roadways adjacent to the property will need to be improved in conjunction with this project. However, the applicant is requesting that some concessions be made to allow the project to remain affordable. While a full street section is required per the RMC which includes paved road, sidewalk, curb, and gutter, for the entire lengths of adjacent streets, the applicant is proposing gravel surface treatments and only a partial connection of Fredrick St. In previous versions of the application, the applicant was not providing sidewalks on all adjacent streets. This appears to be amended in this latest version as 5' sidewalks are being proposed on all street frontages for the full length of the property.

**Laura St:** Since there is only ½ right-of-way available on Laura St, the Town is amenable to a temporary condition where the full width right-of-way is designed, however, the interim installation is ½ width but still allows for 2-way traffic. The applicant's engineering firm has designed Laura Street as a partial right-of-way that allows for two-way traffic. Laura Street will be constructed as a partial right-of-way with the intention of being completed once the western half of the right-of-way is able to be acquired.

**Otto St :** The applicant is proposing to connect Otto St. to the existing roadway improvements in Cora St.

Deviations from the Town's design standards may be allowed by the Town Council. The Planning Commission may choose to include a condition related to the required level of improvement to roadways in their recommendation to Town Council.

## UTILITIES

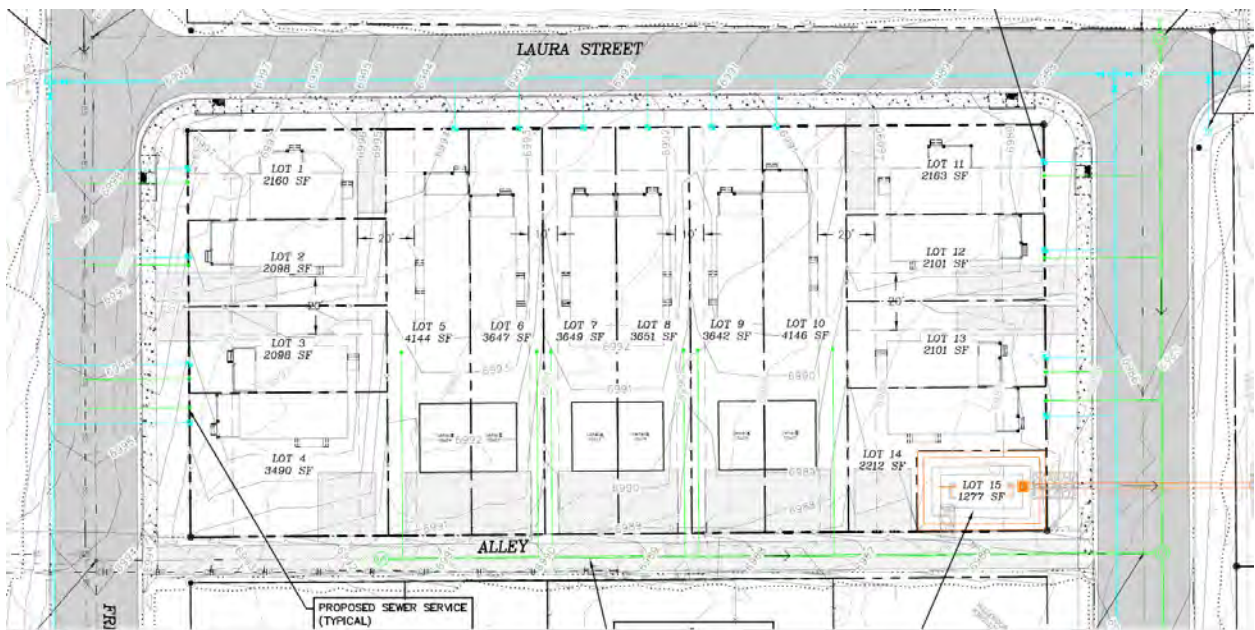
Although water and sewer are available in the area of this project, there are currently no water or service main lines directly adjacent to this property. These utilities will need to be extended to serve this project. The alignments (both horizontal and vertical) have been provided in the preliminary plans.

There appears to be adequate supply and capacity in both the water treatment and sanitary sewer treatment systems to serve the proposed 14 units.

**Sewer:** Sewer main lines are proposed to extend west in Otto St. ROW and also extend into the alley to the east of the property as part of this project. The applicant is proposing Lots 1-4 to connect to the existing sanitary sewer line in Frederick St ROW. Lots 1-4 will connect to the proposed main line in Otto St while Lots 5-10 will connect to the proposed extension in the alley.

Given the depth of some sewer lines in this area, the applicant will need to demonstrate that all standards can be met with the proposed layout. The alignment for the sewer is currently shown in Otto Street. The preferred alignment is in Laura Street.

**Water:** The preliminary plan identifies existing water lines in Otto St east of the project site and in Fredrick St west of the project site to serve the proposed development. Lots 11-14 are proposed to connect to extension of the water line in Frederick St. that will connect to the existing 6" water line in Cora St. Meanwhile, Lots 1-4 will access the extension in Otto St. that loops back to Cora St. and Lots 5-10 will be served by the new water line in Laura St.



**Stormwater:** The applicant is proposing that Lot 15 at the northeast corner of the project be dedicated to the Town to manage stormwater. This infrastructure is needed to capture and manage stormwater to be released at historic rates. However, the Town does not typically accept these types of properties, nor these types of maintenance responsibilities. While it is the Town Council's ability to set policy and

accept these types of properties, staff is not in support of accepting the dedicated property nor the on going operation and maintenance responsibilities of the facility due to a lack of staff capacity and resources.

#### **PUBLIC NOTICE AND PUBLIC COMMENT**

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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 has been posted and proper notification has been completed by the Town in accordance with RMC §7-4-13.

As of the drafting of this staff report, no public comments either for or against the request have been received.

#### **STAFF RECOMMENDATION – SKETCH PLAN**

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Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission approve the Yellow Brick Lane Sketch Plan with the following conditions:

1. The Preliminary Plat and PUD Plan for Yellow Brick Lane be approved by the Town Council and all conditions of such approval be met.

#### **STAFF RECOMMENDATION – PRELIMINARY PLAT & PUD PLAN**

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Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission recommend approval of the preliminary Plat and preliminary PUD plan application to the Town Council with the following condition:

1. The applicant shall address all outstanding planning and engineering comments identified in the review comment letters attached to this staff report to the satisfaction of Town Staff prior to the application being scheduled for consideration at the Town Council.

#### **ATTACHMENTS**

1. Application and Support Materials
2. Engineering Review comments
3. Planning Review comments







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

**Official Use Only**

Receipt # \_\_\_\_\_

Date Received: \_\_\_\_\_

Initials: \_\_\_\_\_

## Planning Commission Hearing Request

### General Information

Applicant Name	Ridgway Homes, LLC	Application Date	May 5, 2022
Mailing Address	PO Box 4222, Telluride, CO, 81435		
Phone Number	603 203 1342	Email	david@ruralhomesproject.co
Owner Name	Ridgway Homes, LLC		
Phone Number		Email	paul@ruralhomesproject.co
Address of Property for Hearing	Western 1/2 Block 30, Ridgway, CO, 81432		
Zoning District	Historic Residential		

### Brief Description of Requested Action

Review of Sketchplan & Preliminary Plat Resubmittal

### Action Requested and Required Fee Payable to the Town of Ridgway

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

Check will be mailed through bills.com

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 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. **The applicant would like this submission to be considered at the May Planning Commission hearing**
- ☐ 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.*

*David Bruce*

Applicant Signature

May 5, 2022

Date

Paul Major

Owner Signature

May 5, 2022

Date



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

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

Ridgway Homes, LLC ("Applicant") and Ridgway Homes, LLC ("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 5 day of May, 2022.

**APPLICANT:**

By: David Bruce

David Bruce, authorized signer  
(print name)

**PROPERTY OWNER:**

Paul Major

By: \_\_\_\_\_

Paul Major, authorized signer  
(print name)



May 5, 2022

To Town of Ridgway:

I would like to request a sketch plan review for our amended Yellow Brick Lane Townhome proposal on the western half of block 30, Ridgway, CO, 81432. Specifics regarding this proposal are outlined below:

1. A certificate of title is included in the folder of our application materials.
2. The total number of proposed dwelling units is 14, and maximum occupancy of 66.<sup>1</sup>
3. The estimated total number of gallons per day of water system requirements is 350 gallons per unit; 4900 gallons per day for the subdivision. Our proposed source is the town municipal water system by purchasing taps.
4. The estimated total number of gallons per day of sewage to be treated is 250 gallons per unit; 3500 gallons per day for the subdivision. Our proposed means for sewage disposal is the municipal system by purchasing taps.
5. Electricity is available near the subdivision, and we will connect to other utilities as necessary to serve the subdivision.
6. Our estimated construction cost is \$7.595 million, including utilities, financed by a combination of cash, loans, grants, and land contributions.
7. There is legal access to the property, as demonstrated by the title.

Please let me know if you need anything else to begin the sketch plan process. We look forward to continue working with you.

Sincerely,

Paul Major  
Ridgway Homes LLC, Manager,  
by Rural Homes LLC as Manager

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<sup>1</sup> Maximum occupancy is assumed to be a maximum of five people per three-bedroom house and four people per two-bedroom house. There are ten, three-bedrooms in the proposal and four, two-bedrooms.





**Rural Homes:** For Sale, For Locals  
*Sketch Plan Application: Yellow Brick Lane Townhomes*

*Ridgway, CO*

Rural Homes: Project Finance Narrative

Rural Homes: For Sale, For Locals *in brief*

Our goal is to address the challenge of building workforce housing in Rural Colorado, where it is so expensive to build new homes and get them to be sold to the workforce at prices they can afford. We hope to add new homes to a community that otherwise has old, beaten-up buildings, or properties that are inflated by markets for vacation home-owners. A well-built home is essential for long term public health and economic sustainability in the region. This is a community building project led by a non-profit community foundation, not led by a developer. These homes will be built for, and sold to, locals.

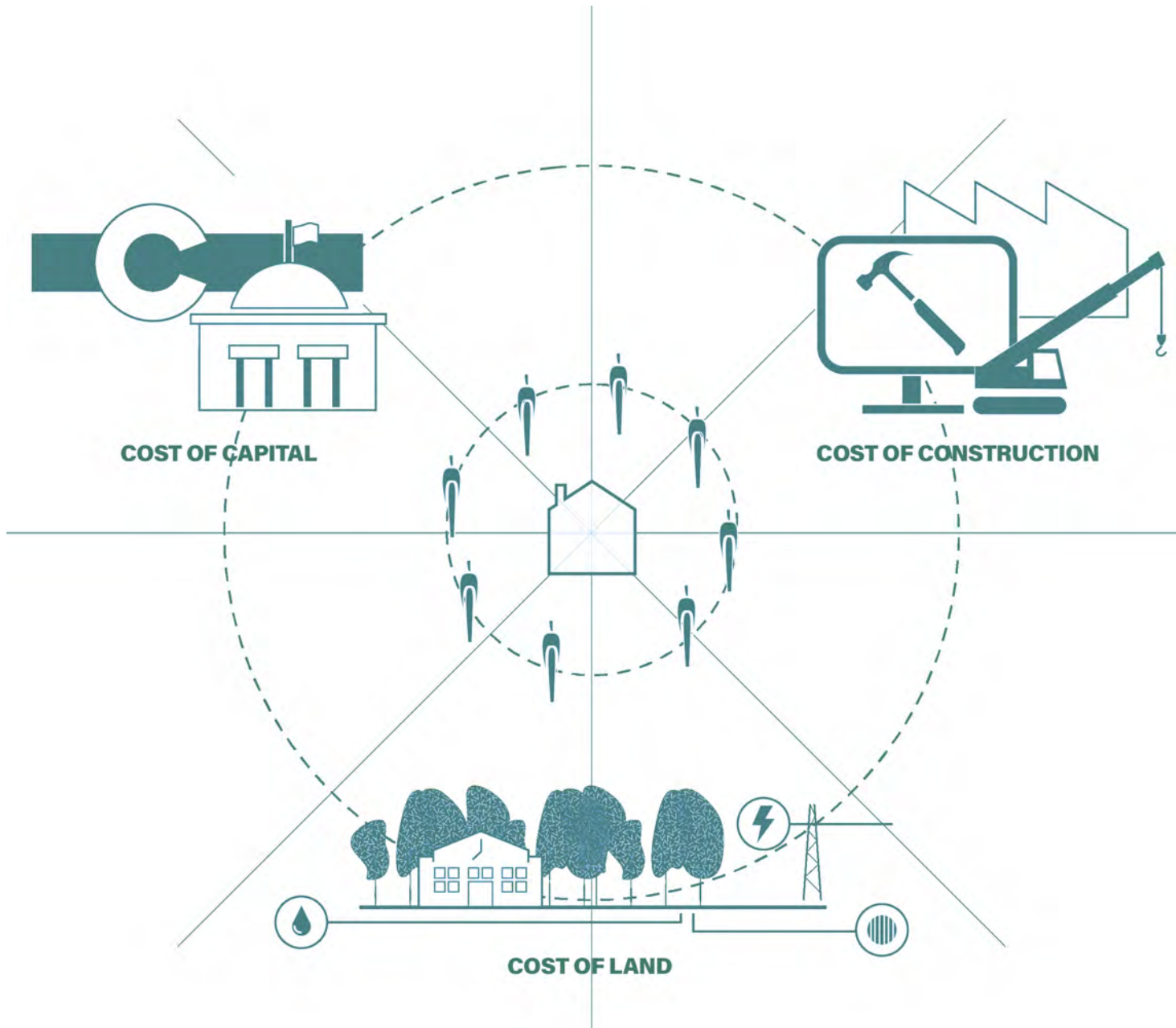
In order to accomplish the goal of building affordable housing, we have to attack the major costs of construction. These costs include the cost of land, by finding parcels that are contributed towards the project. Second, we are attacking the cost of capital, by getting low interest loans from philanthropic foundations across the state. Finally, we are tapping into innovation in design and construction, using a pre-fabricated approach to building that helps us reduce the on-site costs of materials and labor. We hope that this pilot can become a model for how to build homes for the rural workforce that earns between 60-120% of Area Median Income (AMI).

An additional component that is crucial to keeping this development affordable is density. Given the fixed costs of infrastructure development, we can reduce the per-unit cost of the homes. The less we spend on construction, the less we can sell the homes for. The proposed development is contingent on being affordable.

These homes will be permanently deed restricted. The factors for qualification will require working full time, earning within the income threshold, living in the house as your primary residence, having the home be your only owned property, and falling within the net assets qualification. The initial sale of all Housing Units shall be in accordance with applicable lottery, wait list or other selection procedures as determined by the HA. More information about the deed restriction and lottery process will become available as we move forward with this process.

Attacking the major costs:

- (1) Cost of Land: donated land
- (2) Cost of Capital: low-interest loans from Foundations
- (3) Cost of Construction: pre-fabricated homebuilding



## Sketch Plan

## Vicinity & Topographical Information



Parcel R001842: Aerial Perspective

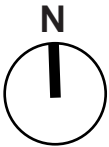
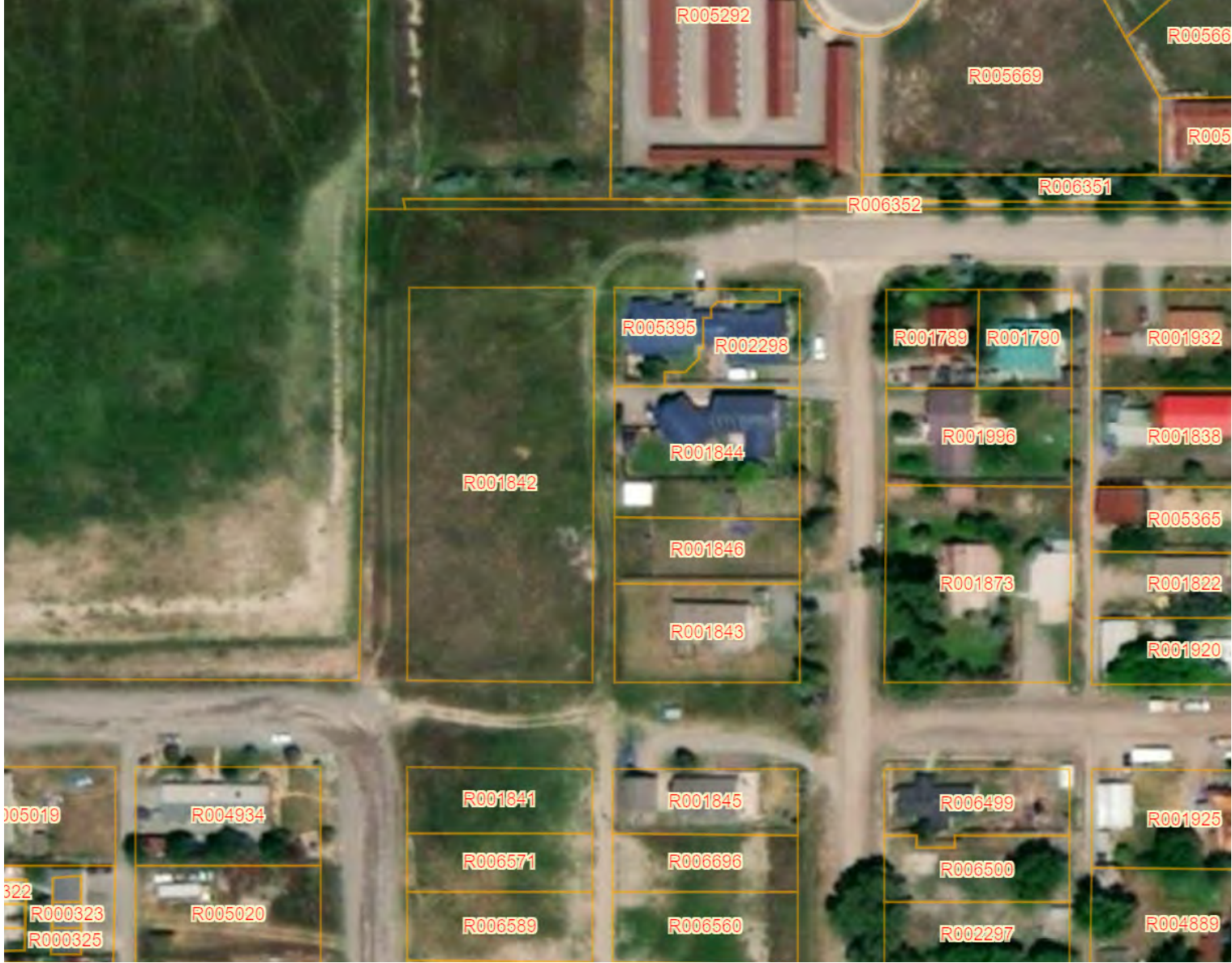
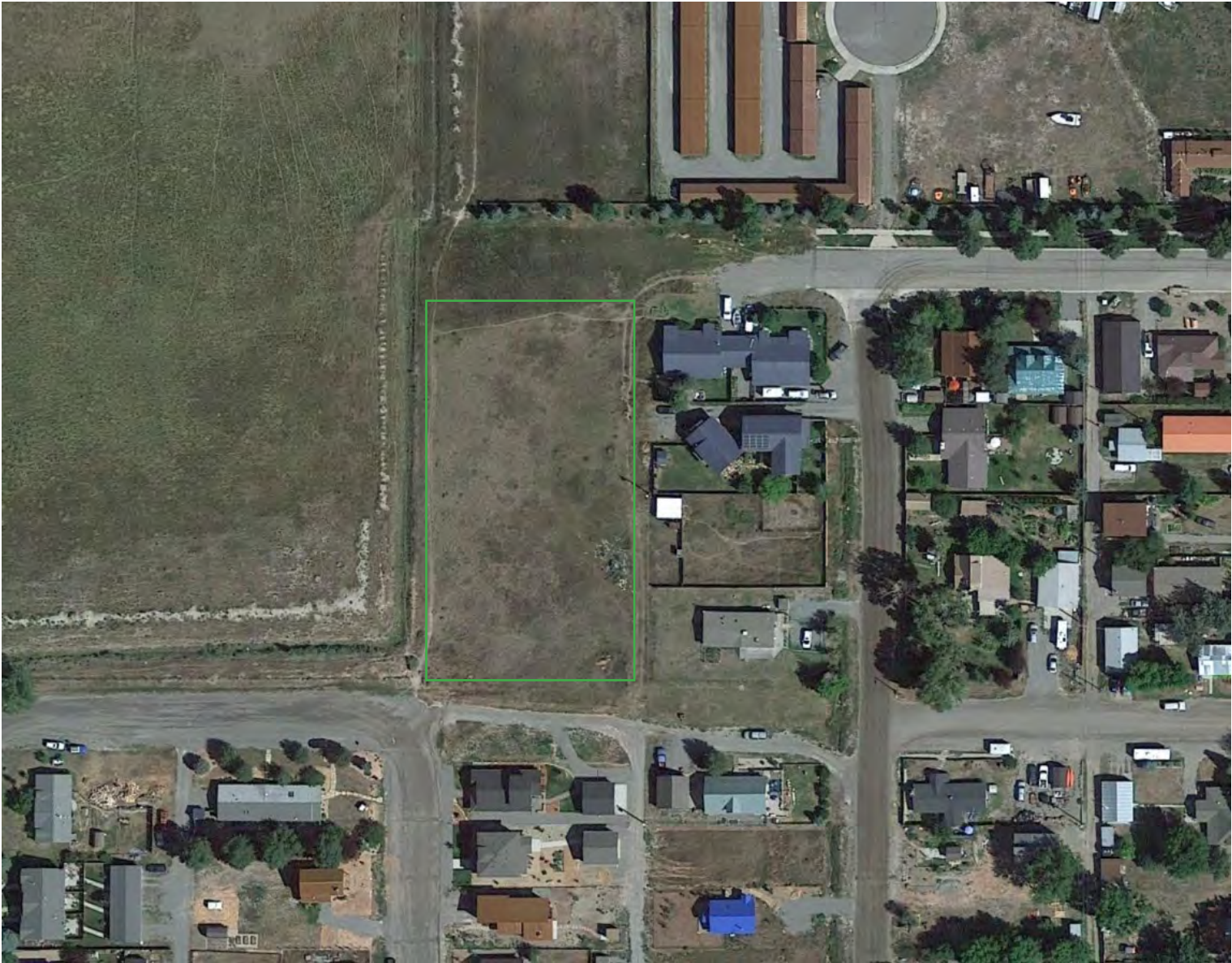
Total Acreage: .98





Parcel R001842: Ouray County Assessor’s Map

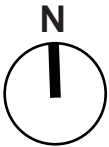
Total Acreage: .98





Parcel R001842: Topographic Contours

Total Acreage: .98





Parcel R001842: Adjacent Water & Sewer Mains

Town of Ridgway Public Works

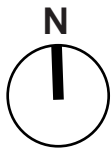


**Water source:**  
Fourteen 3/4” taps purchased from the Town of Ridgway. See sketch plan on page 5 for infrastructural connections in plan

**Water usage:**  
Typical maximum daily usage for planning purposes is ~ 350 gallons per day (GPD) per unit, which includes domestic use and irrigation. Translating to peak hour rate with a peaking factor of 4.0, equates to 1 gallon per minute per unit. The 8” water mains that can facilitate fire water delivery flow rates (up to 1500+ GPM). Demand from fourteen additional residential units should not impact the water main sizing.

**Sewer treatment plan:**  
Fourteen municipal sewer taps will be purchased for sewage treatment by the Town of Ridgway’s wastewater treatment facility.

**Sewer treatment volume:**  
We estimate that fourteen units will generate a maximum of 250 GPD per unit, which excludes irrigation water usage. 8” sewer mains are typically sized to 8” diameter to facilitate maintenance, not flow capacity.

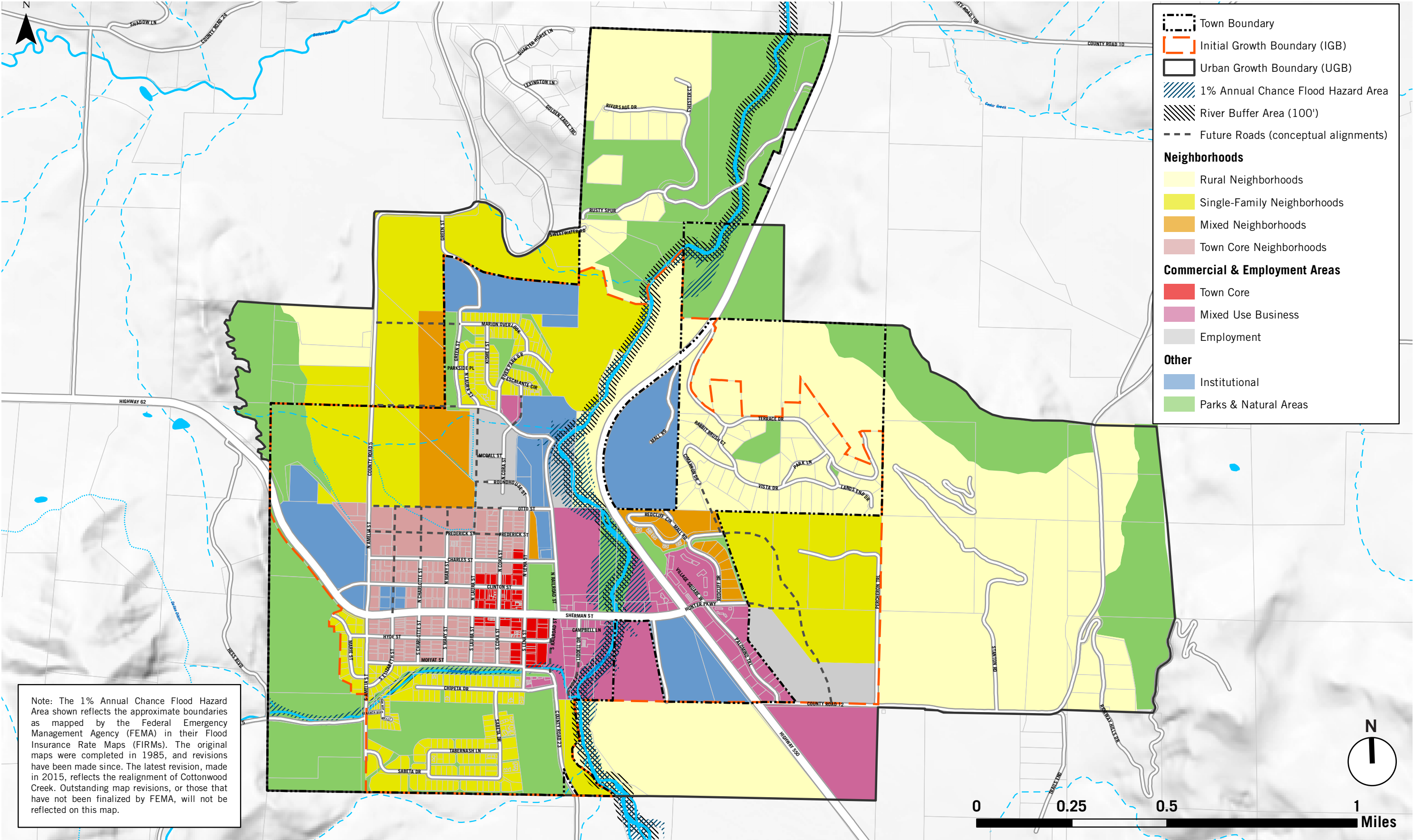




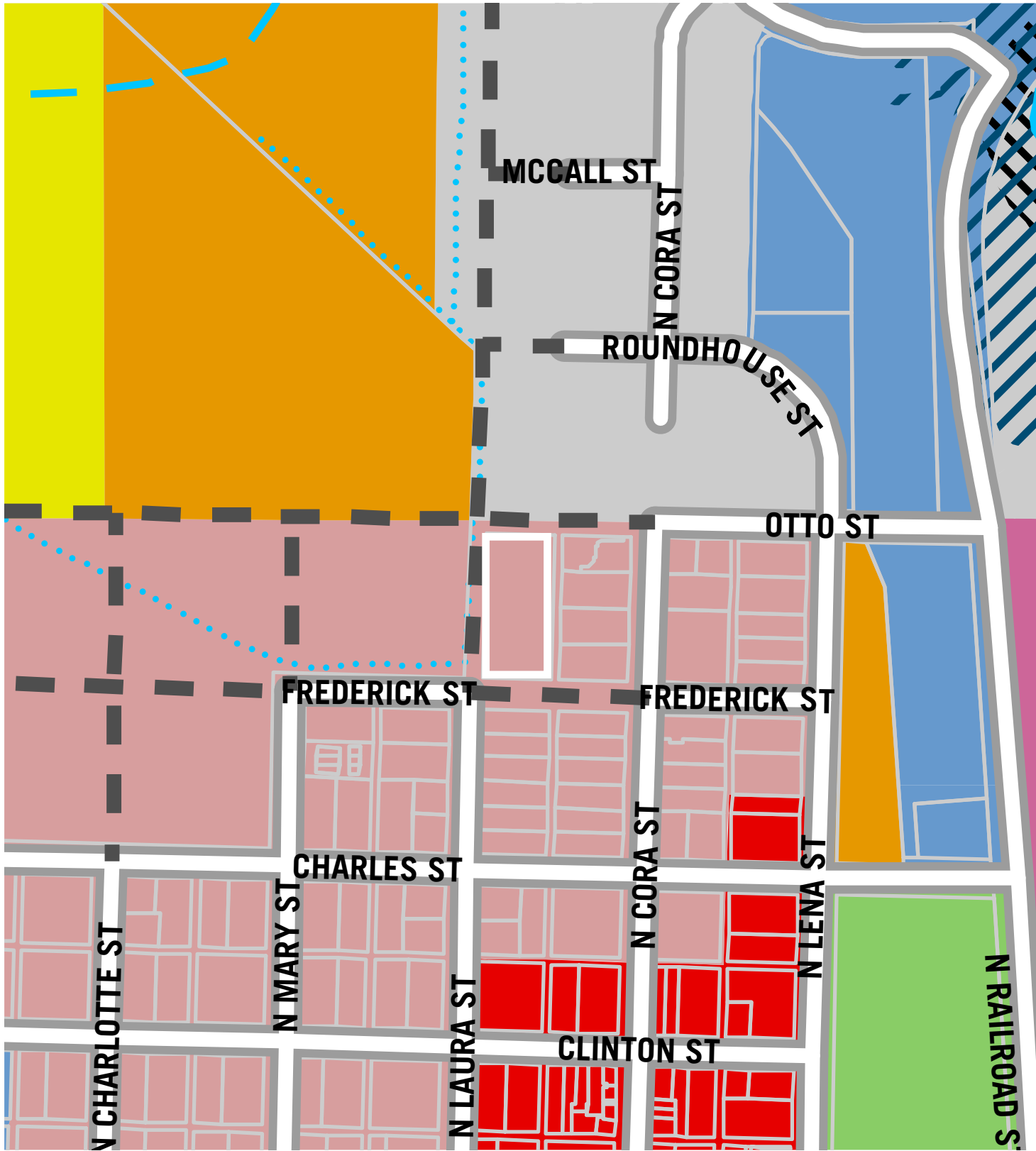




Parcel R001842: Ridgway Future Land Use Map



Parcel R001842: Future Land Use Plan Vicinity Map



Town Boundary

Initial Growth Boundary (IGB)

Urban Growth Boundary (UGB)

1% Annual Chance Flood Hazard Area

River Buffer Area (100')

Future Roads (conceptual alignments)

Neighborhoods

Rural Neighborhoods

Single-Family Neighborhoods

Mixed Neighborhoods

Town Core Neighborhoods

Commercial & Employment Areas

Town Core

Mixed Use Business

Employment

Other

Institutional

Parks & Natural Areas

Town Core Neighborhoods

Maximum Density/Height

6 to 12 du/ac; 3 stories

Primary Uses

Single-family homes, duplexes, and smaller multi-family residential uses

Supporting Uses

Professional offices and service businesses, limited retail, parks and recreational facilities, community gardens, civic and government facilities

Characteristics

- Town Core Neighborhoods are characterized by a gridded street pattern and alleys.
- Historic preservation and adaptive reuse of existing structures are a priority to maintain the historic character of this area. New development should respect the scale and character of existing development.
- While single-family homes and duplexes are the primary housing types found within these neighborhoods, they also support a range of higher density housing types such as townhomes and smaller multi-family buildings. Accessory dwelling units are encouraged where permitted.
- Office, service businesses, and retail uses are only allowed along Sherman Street. Such uses must appear "residential" to differentiate this section of Sherman Street from uses in the Town Core and maintain the character of the neighborhood.

Mixed Neighborhoods

Maximum Density/Height

12 to 18 du/ac; 3 stories

Primary Uses

Multifamily residential, townhomes, and duplexes

Supporting Uses

Other residential uses, small-scale retail or commercial services, parks and recreational facilities, community gardens, and civic and government facilities

Characteristics

- Mixed Neighborhoods provide for a range of housing types, particularly higher density types such as small multi-family buildings, quadplexes, triplexes, and townhomes.
- A range of supporting non-residential uses are also encouraged to provide services to residents of these and adjacent neighborhoods.

Employment

Maximum Density/Height

3 stories

Primary Uses

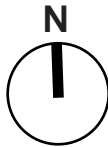
Light manufacturing and fabrication, professional offices

Supporting Uses

Storage and warehousing, wholesale retail, commercial services, alternative energy installations

Characteristics

- Employment areas are intended to serve the employment needs of Ridgway, and accommodate creative industries and other entrepreneurial pursuits.
- Higher intensity uses within these areas should mitigate impacts on adjacent residential neighborhoods.





Yellow Brick Lane Townhomes  
*Sketch Plan*

What has changed from our first proposal in September?

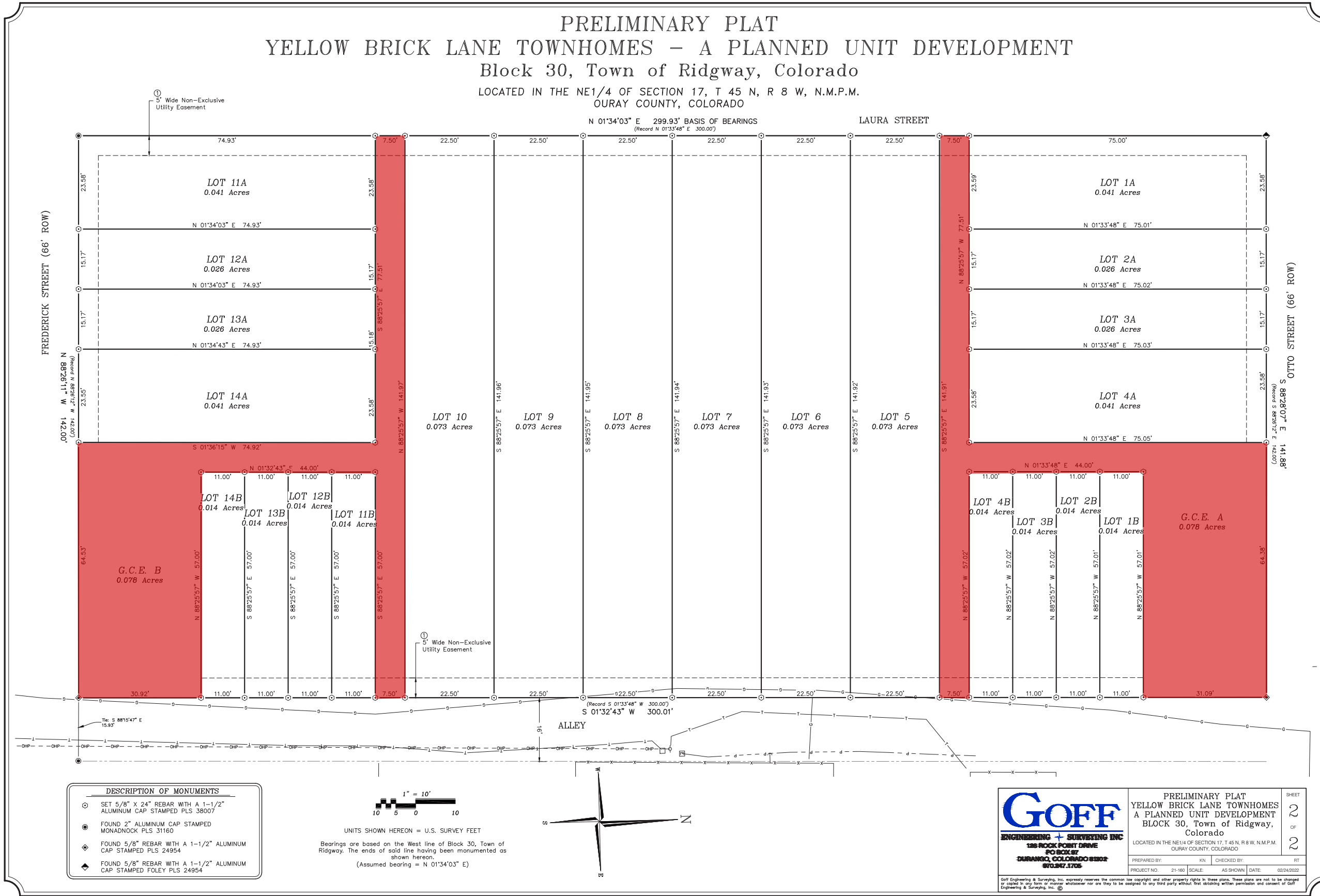
We are strictly trying to avoid the added upfront costs and maintenace costs of a Home Owner's Association:

The two issues that were not compatible with this objective were

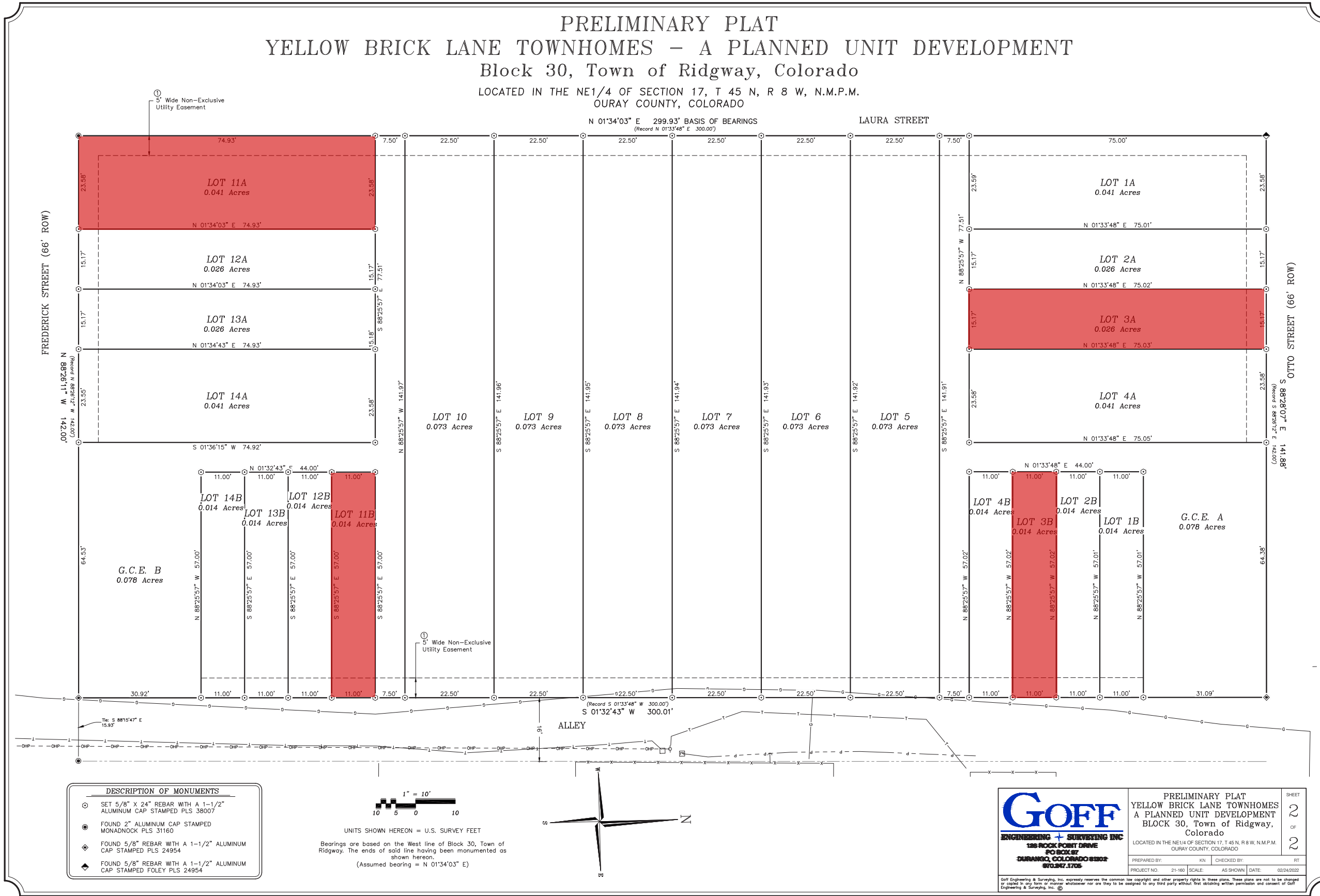
(1) long term maintenance of the General Common Elements (G.C.E)

(2) long term maintenace of carport structures on separate lots (i.e lot 1A/1B)

Issue 1: long term maintance of General Common Elements



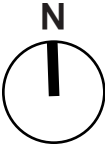
Issue 2: parking on seperate lot than the home...



# What is the result?

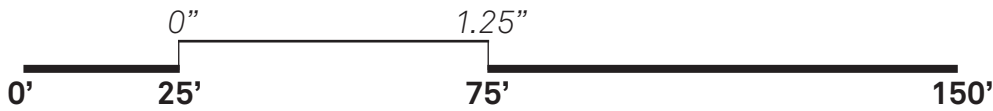
- No HOA (therefore lower home ownership cost)
- Decreased cost of development project insurance (more affordable home prices)
- Unit types are 'ready to go' (shorter design and construction timeline)
- Eliminate shared and common space (better neighborhood dynamics)
- Homes governed by party wall agreements (no shared property covenant)
- Removing the shared walkways (lower cost of maintenance)
- Breaks down massing on the north and south end to have side egress (better neighborhood context and compatibility)
- Puts all parking on the same lot as the house (more functional living and better circulation)
- Improved neighborly streetscape (affordable and workforce housing should be beautiful)
- Decongests the alley (better for site's neighbors and for future circulation)
- Reduces the scale of the massing on the site (historic residential feel)
- Nominal infrastructure adjustments – sewer and water laterals shift, detention pond rotates (straightforward engineering review)





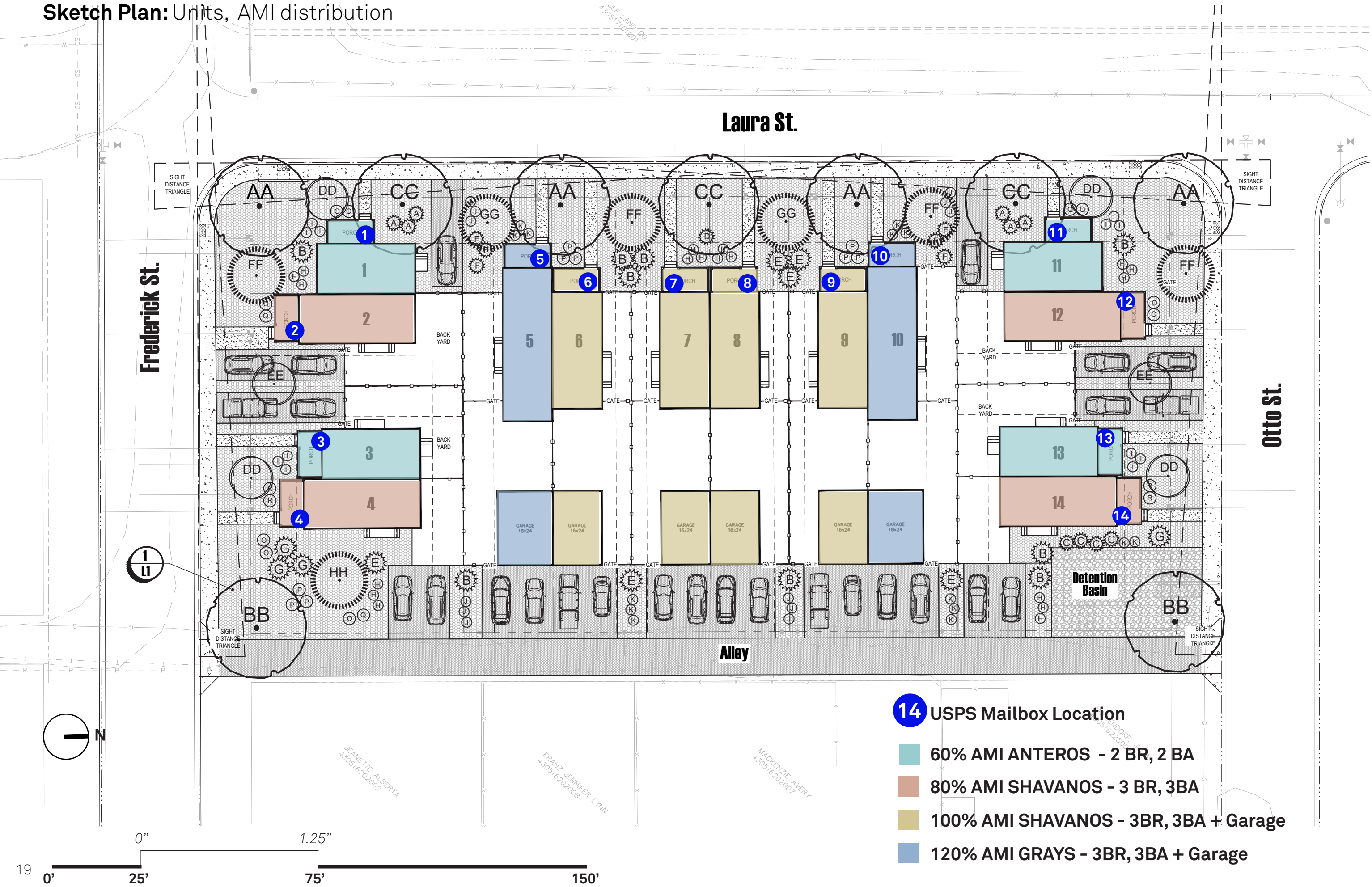


**Sketch Plan:** 7 buildings, 3 unit-types, 14 units, 60-120% AMI



**ANTERO:** 2BR, 2BA - 1024 sq. ft. - 1/2 off-street parking  
**SHAVANO:** 3BR, 3BA 1216 sq. ft. - 2/3 off-street parking  
**GRAY:** 3BR, 3BA 1600 sq. ft. - 3 off-street parking

Sketch Plan: Units, AMI distribution





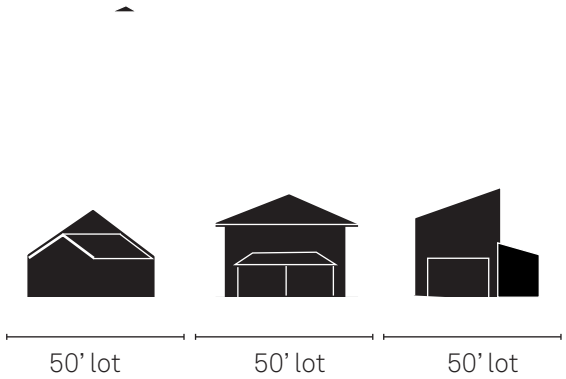
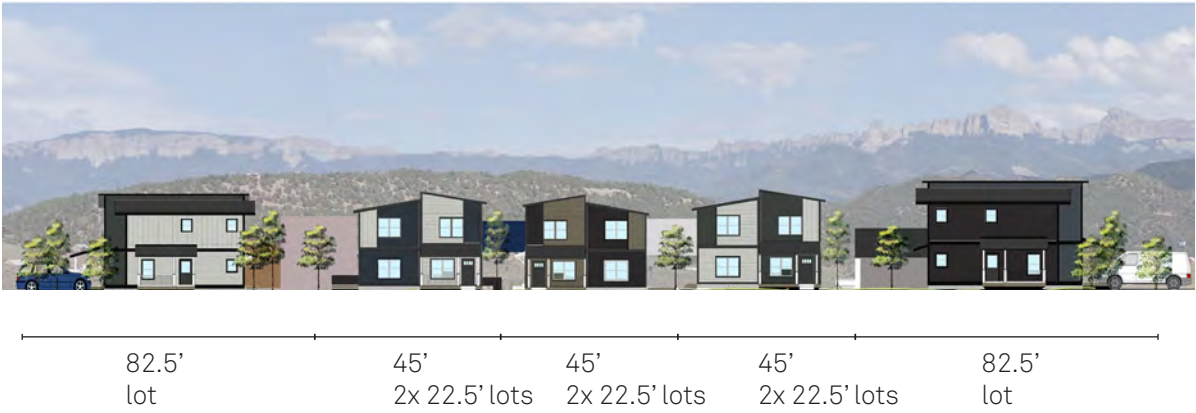
## **Infrastructure Improvements:**

Please see the Civil Construction Document Set from Goff Engineering that is included with our Preliminary Plan submission to review our proposed infrastrucure improvements.

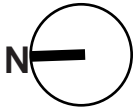
## Sketch Plan: Design Principles



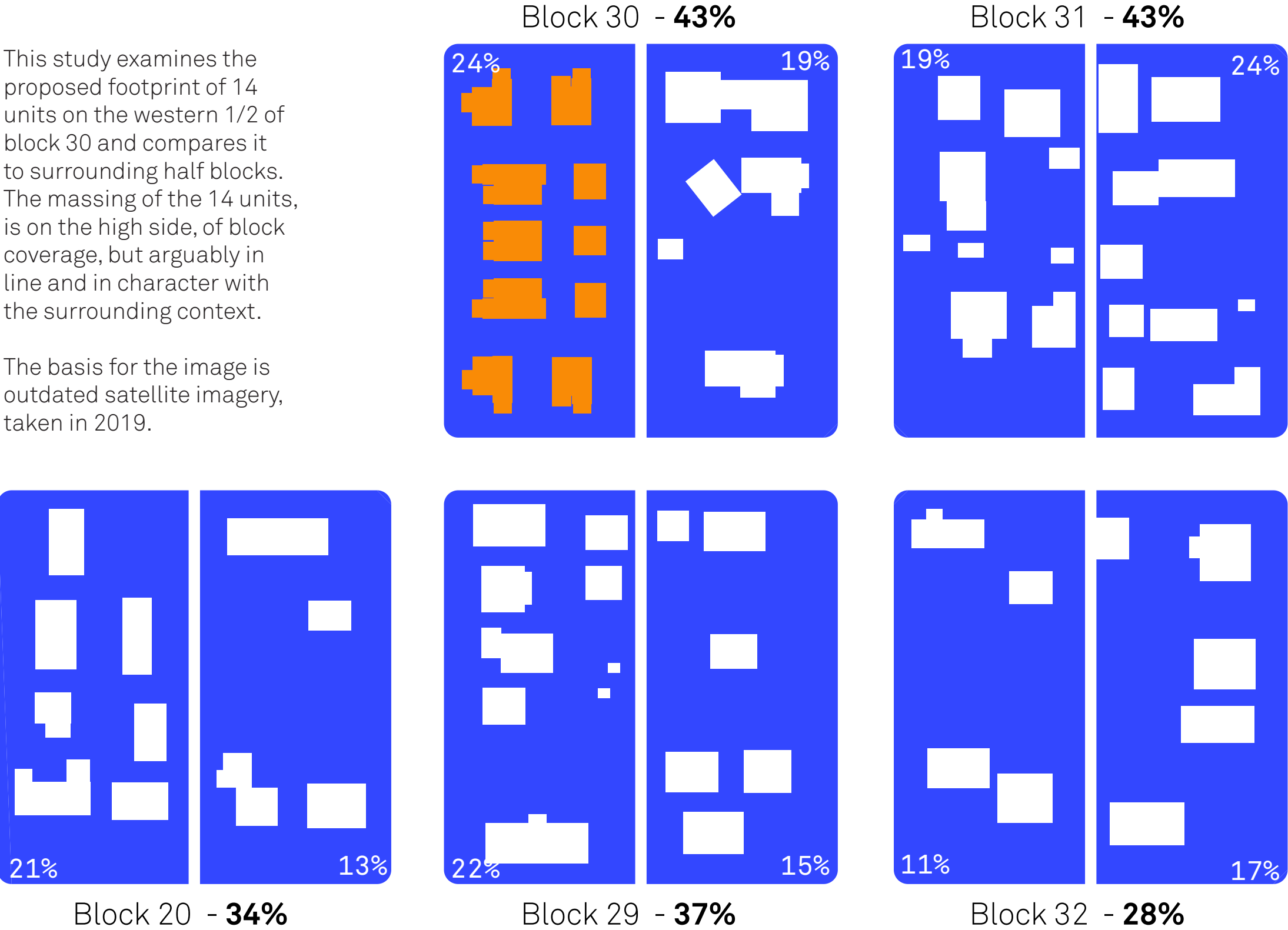
Neighborhood Context - Street Syncopation



The proposal takes the layout of the town’s Historic Residential fabric as the basis for the site plan - mostly, a single family home on a 50’ wide lot, with parking accessed off the alley in the back. However, our proposal adds density to these structures, making a 2-unit set of town homes on a 50’ wide lot, and a 4-unit set of town homes on a 75’ lot that face (and activate) north, to Otto St and south to Frederick Street.



Comparative Block Coverage Study - Historic Residential Zoning/Town Core Neighborhoods



## Guiding Design Principles

- Varied street scape by staggering front yard setbacks
- Street-facing elevations will have vibrant color accents
- Unique front doors, porches, using solids & voids to create shadow-lines
- Zero-scape landscaping
- EV charging ready homes, option for PV solar upgrade
- All-electric
- Build a dignifying neighborhood for Ridgway's full-time workforce

Unit Type Definition

Dwelling, Townhome:

*“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 townhome dwellings may be located on separate lots,** or a group a group of two or more townhouse dwellings may be located on a single lot.”*

-7-3-2 Ridgway Municipal Code, page 4

Duplex, triplex, fourplex definitions all state: *“a single structure, located on a single lot”*

## Project Budget



## Project Goal

- Homes for-sale; prioritized for Ridgway employees:
  - School district
  - Non-profit health care
  - Government
  - Essential/Emergency Response
- Sold to 60-120% Ouray County Area Median Income
  - 100% OC AMI, 3 ppHH = \$71,313
  - 60% OC AMI, 3ppHH \$42,787
  - 120% AMI OC AMI, 3ppHH \$85,575
- Targeting a sales prices of \$295K-\$495K
  - Constraints on funding – why we are concerned about infrastructure extents
- Non-Profit Development
  - Home Sale Prices = (Project Cost – Project Subsidies) / # Units

# Project Approach

- Non-Profit Development
  - Home Sale Prices = (**Project Cost** – **Project Subsidies**) / **# Units**
  - **Attacking the cost:**
    - Donated Land
    - Low-interest construction Finance
      - Foundation PRIs
      - DOLA loans
    - Efficient Construction
      - Modular from Fading West (Time 100 most influential companies of 2022)
      - Stryker Construction ‘commercial’ approach
    - Infrastructure extents
    - Tap Fees
  - **Project Subsidies**
    - \$35K/unit DOLA ‘gap funding’
    - Waivers on Tap Fees, Building Permits, and plan review
  - **Density & zoning**
    - Fixed costs/#
    - More units, lower cost
- Targeting a sales prices of \$295K-\$495K
  - Constraints on funding – why we are concerned about infrastructure extents
- Non-Profit Development
  - Home Sale Prices = (Project Cost – Project Subsidies) / # Units

		Project Square Footage:		19,424
		TOTAL COST	UNIT COST	COST/SF
<b><u>Pre-Development Costs</u></b>				
	Geotech, Environmental, Civil, Design, Review and Application Fees	\$ 195,000	\$ 13,929	\$ 10.04
<b><u>Land Acquisition Cost</u></b>				
	Western 1/2 Block 30	\$ 1,200,000	\$ 85,714	\$ 61.78
<b><u>Horizontal Development</u></b>				
	Road, Curb Gutter, Sidewalk, Utilities, Laterals, Finish Grading,	\$ 785,000	\$ 56,071	\$ 40.41
	Add Asphalt Paving	\$ 213,500	\$ 15,250	\$ 10.99
	Extend Frederick Street	\$ 65,000	\$ 4,643	\$ 3.35
	SMPA connection	\$ 110,000	\$ 7,857	\$ 5.66
	6% Contingency	\$ 70,410	\$ 5,029	\$ 3.62
	TOTAL	\$ 1,243,910	\$ 88,851	\$ 64.04
<b><u>Vertical Construction</u></b>				
	17024 sf	\$ 2,298,240	\$ 164,160	\$ 118.32
	Foundations, Set & Stitch	\$ 1,650,000	\$ 117,857	\$ 84.95
	Garages	\$ 135,000	\$ 9,643	\$ 6.95
	Tap Fees	\$ 168,000	\$ 12,000	\$ 8.65
	Building Permit Fees	\$ 85,000	\$ 6,071	\$ 4.38
	Project Builders Risk & GL Insurance	\$ 98,000	\$ 7,000	\$ 5.05
	Legal, Marketing	\$ 28,000	\$ 2,000	\$ 1.44
	Public Improvements Bond	\$ 15,000	\$ 1,071	\$ 0.77
	8% Contingency	\$ 358,179	\$ 25,584	\$ 18.44
	Development Consulting Fee	\$ 121,587	\$ 8,685	\$ 6.26
	TOTAL	\$ 4,957,006	\$ 354,072	\$ 255.20
<b><u>YELLOW BRICK LANE PROJECT COST</u></b>		\$ 7,595,915.78	\$ 542,565.41	\$ 391.06
<b><u>Project Subsidies</u></b>				
	Site Contribution	\$ 1,200,000	\$ 85,714.29	\$ 61.78
	DOLA HOME Grant Program	\$ 490,000.00	\$ 35,000.00	\$ 25.23
	SMPA	\$ 35,000.00	\$ 2,500.00	\$ 1.80
	Ridgway Variances, Contributions, and Partnerships	\$ 531,500	\$ 37,964.29	\$ 27.36
	Total	\$ 2,256,500.00	\$ 161,178.57	\$ 116.17
<b><u>YELLOW BRICK LANE SUBSIDIZED PROJECT COST</u></b>		\$ 5,339,415.78	\$ 381,386.84	\$ 274.89

\$ 295,000.00

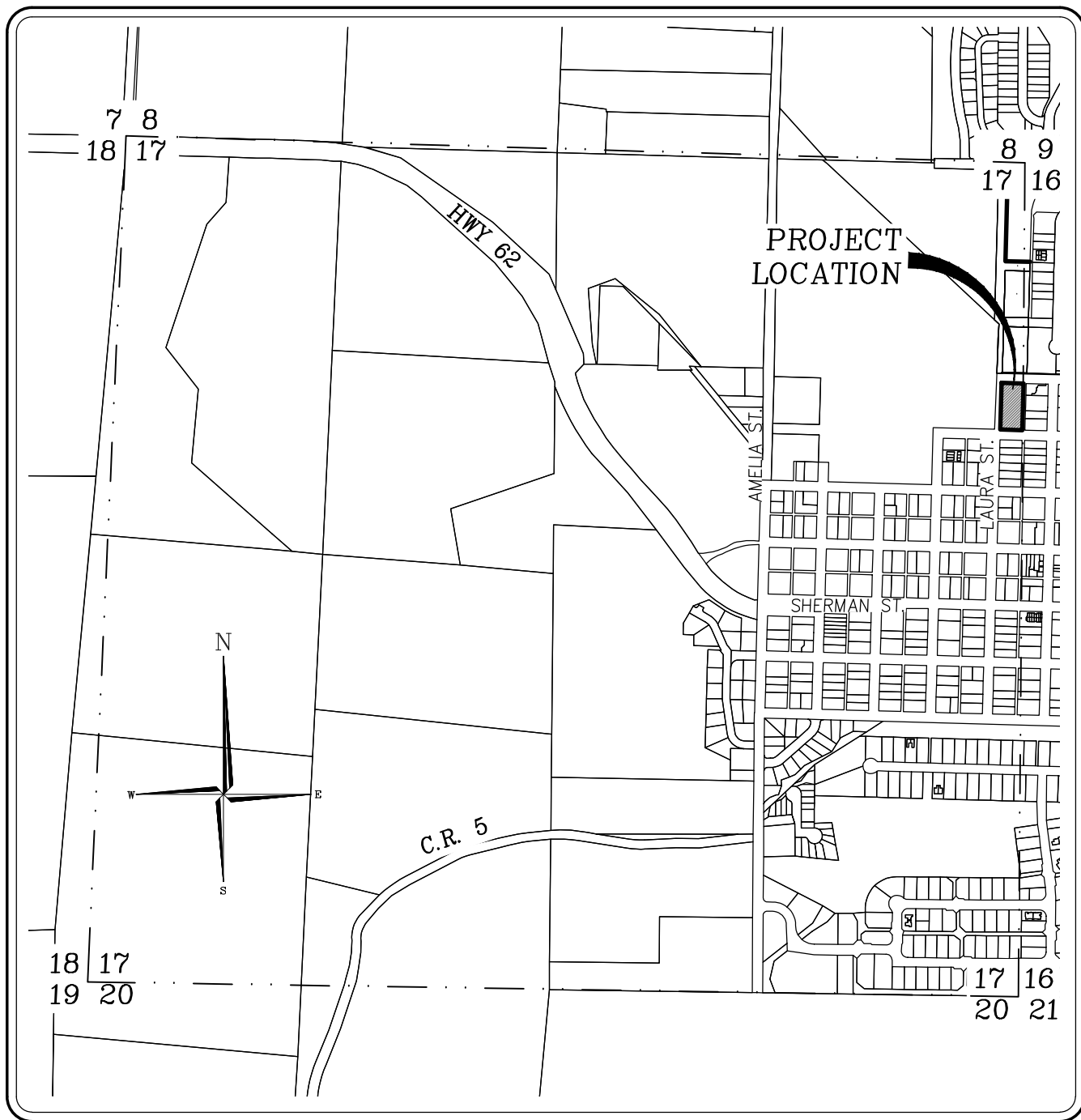
\$ 395,000.00

\$ 495,000.00



PRELIMINARY PLAT  
YELLOW BRICK LANE TOWNHOMES  
A PLANNED UNIT DEVELOPMENT  
Block 30, Town of Ridgway, Colorado

LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M.  
OURAY COUNTY, COLORADO



VICINITY MAP  
SCALE : 1" = 1000'  
SECTION 17, T 45 N, R 8 W, N.M.P.M.

GENERAL DEDICATIONS:

- ① The ten (10) foot wide non-exclusive utility easements, as shown hereon, are hereby dedicated for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground utilities, together with their related equipment.
- ② Lot 15, as shown hereon, is hereby dedicated to the Town of Ridgway, Colorado for the purpose of storm water treatment.

PLAT NOTES:

- Research for recorded easements and rights of way was conducted by Land Title Guarantee Company and this property may be subject to the easements, rights and restrictions as listed in their Title Policy Order No. OU85007294.
- Unit owners in Yellow Brick Lane Townhomes will qualify for the Yellow Brick Lane Townhomes Deed Restriction and Yellow Brick Lane Party Wall Agreements and are subject to the Declaration of Covenants, Conditions and Restrictions of the Yellow Brick Lane Townhomes as recorded in the Office of the Ouray County Clerk and Recorder at Reception Number \_\_\_\_\_.
- Stormwater detention facilities located on Lot 15 will be maintained by the Town of Ridgway, Colorado.
- All construction will conform with Ridgway Municipal code.
- All outdoor lighting shall conform to Ridgway Municipal Code Section 6-5 "Outdoor Lighting Regulations" including dark sky requirements.
- Snow removal within the PUD and in right of way is the direct responsibility of the homeowners of Yellow Brick Lane Townhomes and will be managed by the Declaration of Covenants, Conditions, and Restrictions for Yellow Brick Lane Townhomes recorded under Reception No. \_\_\_\_\_.
- Landscape and irrigation is the direct responsibility of the homeowners of the Yellow Brick Lane Townhomes.
- No new streets or alleys are proposed as part of this project.
- According to FEMA Flood Insurance Rate Map 0801380001D Community Panel Number 080138 0001 D dated September 27, 1985 this parcel is within Zone C; Areas determined to be outside 500 year plain.
- A geotechnical study has been provided: Project No. 21.6189 dated January 17, 2022 by Cesare, INC. Geotechnical Engineers & Construction Materials Consultants Project No. 21.6189 dated January 17th, 2022. High plasticity soils were found on site.
- The U.S. Environmental Protection Agency map of radon zones indicates that Ouray County, Colorado is in Zone 1 (highest risk for exposure to radon gas).
- For any standard or provision not expressly or explicitly addressed in this planned unit development, the Ridgway Municipal Code, as may be amended from time to time, shall apply.
- The uses and dimensional standards of all lots within the Yellow Brick Lane Preliminary Plat shall be in compliance with the standards, regulations, and provisions set forth in the Yellow Brick Lane Planned Use Development Guide dated June \_\_\_\_\_, 2022.

ATTORNEYS CERTIFICATE:

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 to all land herein platted and that title to such lands in the dedicators 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 \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Attorney at Law

APPROVAL OF TOWN ATTORNEY:

Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Attorney

APPROVAL OF PLANNING COMMISSION, TOWN OF RIDGWAY, CO:

The Planning Commission of Ridgway, Colorado does hereby authorize and approve this Preliminary Plat titled YELLOW BRICK LANE TOWNHOMES Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Chair Person

APPROVAL OF TOWN COUNCIL:

The Plat shown hereon is approved by the Town Council of the Town of Ridgway and is accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Mayor, Town of Ridgway

By: \_\_\_\_\_  
Town Clerk, Town of Ridgway

LAND USE TABLE

Total no. of Lots	=	15
Total no. of Units	=	14
Average lot size	=	0.065 Acres
Open Space	=	1
Total acreage	=	0.977 Acres
Residential density	=	14.3 Units/acre
Open space	=	0.029 Acres

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

That RIDGWAY HOMES, LLC., whose address is P.O. Box 4222 Telluride, Colorado 81435, being the legal and record owner of Lots 1-12 of Block 30, Town of Ridgway, Colorado;

Has caused the same to be adjusted and platted under the name and style of the YELLOW BRICK LANE TOWNHOMES and further consists of:

LOTS 1-15

THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES:

RIDGWAY HOMES, LLC

By: \_\_\_\_\_  
PAUL MAJOR — MANAGER

STATE OF \_\_\_\_\_ : SS:

COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by Paul Major, Manager Ridgway Homes, LLC on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, for the aforementioned purposes.

My Commission Expires \_\_\_\_\_ Notary Public

ENGINEER'S CERTIFICATE:

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

Robert S. Harries, P.E.  
Colorado Registration No. 35876

\_\_\_\_\_  
Date

CERTIFICATE OF SURVEYOR:

I hereby state that this survey and plat were prepared from field notes of an actual survey performed by me or under my direct responsibility, supervision and checking, and from documents recorded in the Office of the San Miguel County, Colorado, Clerk and Recorder, and that, in my professional opinion, they are true and correct to the best of my knowledge, belief and information based on the standards of care of Professional Land Surveyors practicing in the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.



Robert L. Trudeauaux, P.L.S.  
Colorado Registration No. 38007

\_\_\_\_\_  
Date

NOTICE:

According to the laws of the State of Colorado, any legal action based upon any defect in this survey must commence within three years after such defect was first discovered. 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.

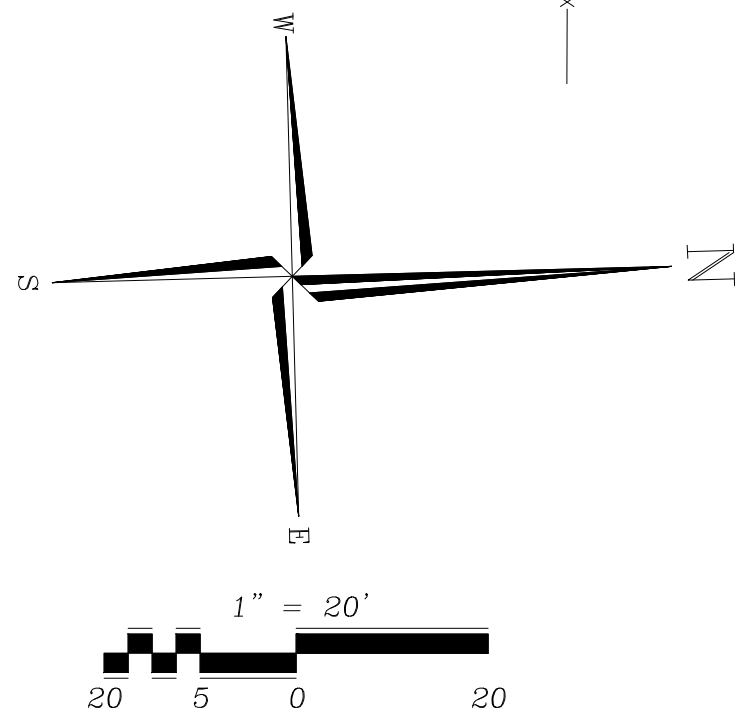
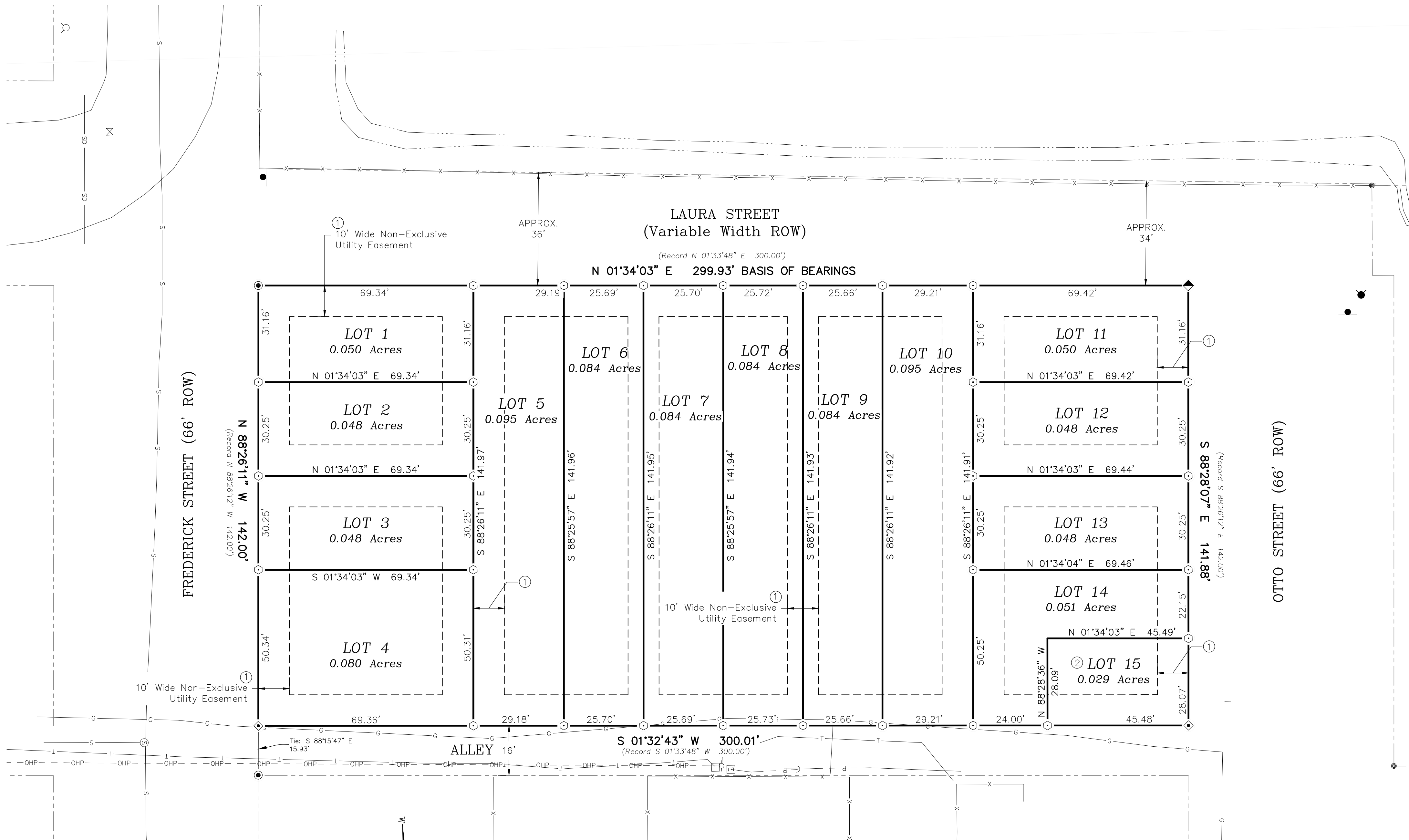
<b>GOFF</b> ENGINEERING + SURVEYING INC. 126 ROCK POINT DRIVE PO BOX 97 DURANGO, COLORADO 81302 970.247.1705	PRELIMINARY PLAT YELLOW BRICK LANE TOWNHOMES A PLANNED UNIT DEVELOPMENT BLOCK 30, Town of Ridgway, Colorado LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M. OURAY COUNTY, COLORADO		SHEET 1 OF 2
	PREPARED BY: KN	CHECKED BY: RT	
PROJECT NO. 21-160	SCALE: AS SHOWN	DATE: 05/05/2022	

Goff Engineering & Surveying, Inc. expressly reserves the common law copyright and other property rights in these plans. These plans are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining written permission and consent of Goff Engineering & Surveying, Inc. ©

PRELIMINARY PLAT  
YELLOW BRICK LANE TOWNHOMES – A PLANNED UNIT DEVELOPMENT  
Block 30, Town of Ridgway, Colorado  
LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M.  
OURAY COUNTY, COLORADO

DESCRIPTION OF MONUMENTS	
⊙	SET 5/8" X 24" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 38007
●	FOUND 2" ALUMINUM CAP STAMPED MONADNOCK PLS 31160
◆	FOUND 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 24954
◆	FOUND 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED FOLEY PLS 24954

LEGEND	
	SUBJECT PARCEL BOUNDARY
	ADJACENT PARCEL BOUNDARY
	PROPOSED EASEMENT
	EDGE OF GRAVEL ROADWAY
	EXISTING FENCE
	EXISTING OVERHEAD ELECTRIC
	EXISTING UNDERGROUND ELECTRIC
	EXISTING SEWER LINE
	EXISTING TELECOM LINE
	EXISTING GAS LINE
	EXISTING STORM DRAIN
	EXISTING DITCH
	EXISTING FIRE HYDRANT
	EXISTING UTILITY POLE
	EXISTING ELECTRIC PEDESTAL
	EXISTING GUY ANCHOR
	EXISTING WATER VALVE
	EXISTING TELEPHONE PEDESTAL
	EXISTING SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED STREET SIGN



UNITS SHOWN HEREON = U.S. SURVEY FEET  
Bearings are based on the West line of Block 30, Town of Ridgway. The ends of said line having been monumented as shown hereon.  
(Assumed bearing = N 01°34'03" E)

<b>GOFF</b> ENGINEERING + SURVEYING INC. 126 ROCK POINT DRIVE PO BOX 97 DURANGO, COLORADO 81302 970.247.1705	PRELIMINARY PLAT YELLOW BRICK LANE TOWNHOMES A PLANNED UNIT DEVELOPMENT BLOCK 30, Town of Ridgway, Colorado LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M. OURAY COUNTY, COLORADO		SHEET 2 OF 2
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# Yellow Brick Lane Townhomes

Ridgway, CO



Land Use Application for a Planned Unit Development  
& Preliminary Plat:



Submitted to the Town of Ridgway, May 5, 2022

By David Bruce, Project Lead

And Paul Major, Manager

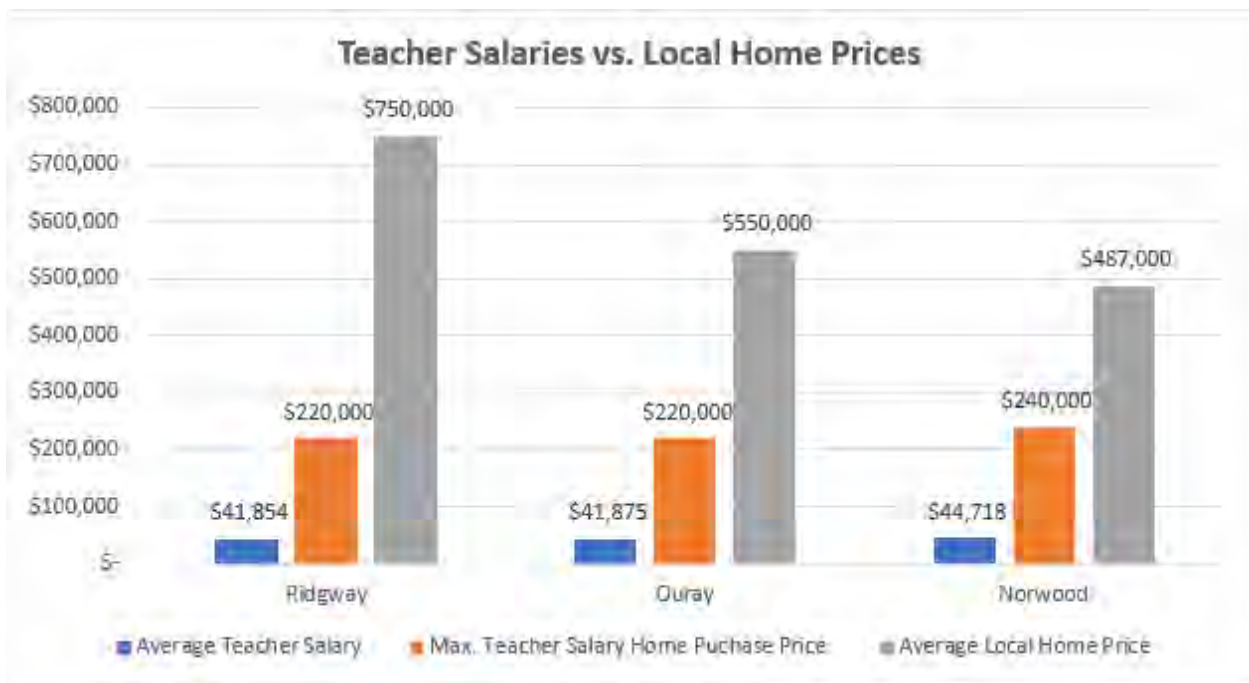
Ridgway Homes, LLC



## Rural Homes Project Narrative:

**Rural Homes: For Sale, For Locals** is a pilot project to build new workforce housing in rural Colorado. By integrating donated land, prefabricated home design, and low-cost construction finance into a toolkit, we are restructuring the way rural homes can be financed affordably for our region's essential workforce: teachers, medical professionals, immigrants, federal employees that earn between 60-120% of Area Median Income (AMI). Our ambition is to inform and refine a model that minimizes the cost of building single-family homes so that it can be replicated and scaled across rural Colorado. By adding new building stock to a housing market that is saturated with old, dilapidated homes or inflated by vacation markets, we are addressing – head on – key determinants of public health and long-term economic sustainability in the region.

A telling example of this issue is the gap between what a teacher earns, the purchasing power of that teacher, and the prices of homes that are available in the market.



Our goal is to attack the cost of building a house, so that it is affordable for the local workforce.



Reducing the cost of constructing involves:

**1. Getting donated land.**

- The funding to purchase the western half of block 30 was donated to the project.

**2. Mitigating the costs of materials and labor:**

- Prefabricated home building allows us to lock in prices 8 months before construction begins – guaranteeing pricing on ~85% of the house.
- The local labor force is (mostly) involved in high-end home construction. Even if compelled to work on affordable housing, the market sets a price of labor too expensive to build affordably.
- We are working with Fading West, based in Buena Vista, CO that builds modules in their factory. We ship the modules to site and finish the final ~15%.

**3. Reduce the cost of construction finance:**

- Partners across Colorado's community organizations and philanthropic entities are interested in new approaches to building affordable housing.
- Funders including:
  - Colorado Health Foundation
  - El Pomar Foundation
  - Donnell Kay Foundation
  - Kenneth King Foundation
  - Caring for Colorado
  - Dakota Foundation
  - Boettcher Foundation
- We've raised construction finance loans with 0.5% interest.
- The Department of Local Affairs and The Division of Housing have matched the philanthropic dollars donated to the project.
- We will also request 'gap financing' of about \$25,000/unit from DOLA/DOH.

**4. Plan and design an efficient neighborhood**

- Build contextual and appropriate density to offset the per/unit cost of civil infrastructure.
- Provide all-electric homes, Electric Vehicle charging & Photovoltaic panel ready.
- Front porches for vibrant, community-centric streetscape.



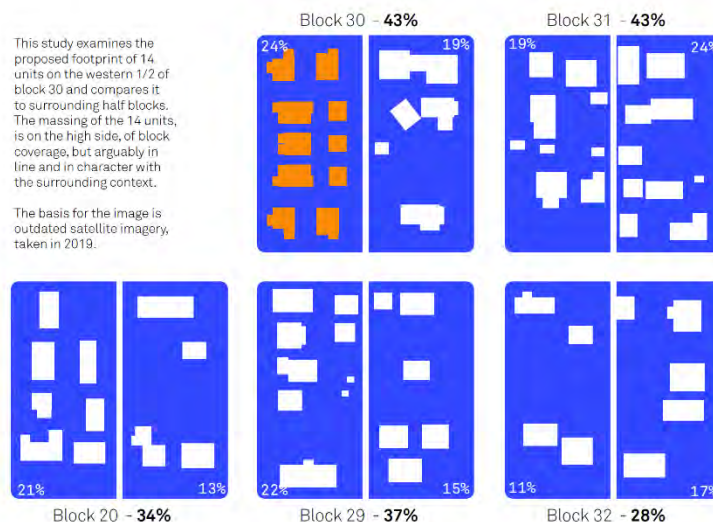


Yellow brick lane proposes 14 dwelling units on the 0.98 acre site, which is a higher density proposal than the 12 dwelling units prescribed in the Town of Ridgway's future land use masterplan. There are number of reasons why the development is proposing a slightly higher density.

1. Alignment with the mission of building affordable and attainable housing for the workforce earning between 60%-120% AML. Given the fixed costs of infrastructure (roads, water extension, and sewer extension), building two additional dwelling units reduces the per/unit cost of the civil improvements.
2. A site plan with 14 units, but with only 7 buildings responds to the massing and scale of the context. Three units have frontage on Otto Street, three have frontage on Frederick Street, and Eight units have frontage on N Laura Street.

#### Justification for 14 dwelling units/acre in this location:

1. Given this is a crossroads in current land use, future land use, and zoning – this could be an appropriate location for a higher density block.
  - a. The western half of block 30 is currently an intersection of a ranch, residential neighborhood, and a storage facility
  - b. For current zoning, the site is in **historic residential**, but it is on the boundary of future development and light industrial
  - c. In the future land use plan, the site is in a town core neighborhood (12DU/acre), but adjacent to a mixed neighborhood (16DU/acre), and adjacent to an employment district.
2. All 14 units are provided with off-street parking spaces, and many of the units contain two off street parking spaces with a third in a garage.
3. The more units we can build (appropriately and contextually) means more homes for the workforce that is currently struggling to find housing in town.
4. This is an infill property, walking distance from town park and the amenities of Sherman St., as well as biking distance from the schools: few other opportunities for affordable housing with proximity to the town center exist, and this unique opportunity should be maximized.
5. The lot coverage, defined by the percentage of the lot covered by structures' footprints, is comparable to adjacent residential blocks (see below).





For this Land Use Application for a Planned Unit Development, the project is proposing a few variances from the Historic Residential District's dimensional requirements to best design the 14 proposed units.

The primary deviations that will be requested include:

1. Side yard setback variance:
  - a. Yellow Brick Lane is a development of townhomes, with the partition wall being set on the lot line of the property. Therefore, all units have at least one condition where the side yard or rear yard setback is 0 feet. The wall will be constructed with a 2-layer 5/8" thick gypsum board that offers a 2-hour fire protection rating.
2. Lot width variance
  - a. To fit a stormwater detention pond on the subdivision site, Lot 14 is just slightly less than the required 25 ft. width.
3. Lot area variance
  - a. To fit 14 units on the site, and get more density, Lots 1, 2, 3, 11, 12, 13, and 14 are reduced from the 3000 square foot minimum lot size as described in Ridgway's land use code for the Historic Residential district.
4. Off-street parking requirements:
  - a. To avoid parking on the corner of the site, Lots 1 and 11 currently only have one off street parking space. We can resolve this moving forward by shifting the property line that runs south of Lot 5 north and the property line that runs north of Lot 10 to the south. That would locate the property line off-center in the 20' non-exclusive easement but would make the backyards of Lots 1-4 and Lots 11-14 larger and establish two off-street parking spots for Lots 1 and 11.

For a table describing the dimensional standards of the Yellow Brick Lane subdivision, please refer to "Yellow Brick Lane Townhomes PUD Guide.pdf".



### Required Infrastructure Improvements and Standards:

A few infrastructure-related issues surfaced in the pre-application meeting with town staff, the joint work session with the planning and zoning commission and town council members, as well as during the sketch plan application hearing. The following notes outline these considerations.

1. The extension of North Laura Street, considering the partial right of way given the Wolf Ranch property line:
  - Goff engineering has designed a partial right-of-way that allows for 2- way traffic. It will be constructed as a partial right-of-way with the intention of being completed once the property boundaries are adjusted.
  - For additional information, refer to sheet G2.01 in the accompanying preliminary plat and Goff Civil Engineering Construction Document Set.
2. The extension of Frederick Street:
  - We believe that we have adequately provided circulation for residents and visitors for the Yellow Brick Lane subdivision with the extension of N. Laura Street, extension of Frederick Street to the alley that would bisect block 30 north and south, as well as a full extension of Otto St. to North Cora Street.
  - All infrastructure expenses go directly to the cost of the house. We are aiming to deliver a high-quality neighborhood as affordably as possible.
  - We have been working closely with TJ Dublac and Preston Neil on an application for affordable housing incentives grant funding in House Bill 1271. That will provide funding for infrastructure that could be directed towards this project.
3. Asphalt paving
  - Given the surrounding context of gravel roads, we can directly reduce the cost of the units by matching the existing roads on Frederick and N Laura and building a gravel road section

### Design and development standards:

With our prefabricated home design, the process works slightly different:

- Once we have approval from preliminary plat, we will put down a 45% deposit on the cost of the prefabricated homes to lock in pricing and get a place in the manufacturing queue. We have been slotted in for an October 31<sup>st</sup> delivery of the last box.
- We are in the process of working with EV Studio, an architecture firm based in Denver, to work through the site specific and lot specific designs of the homes to ensure that we will conform to the 2018 International Residential Code. They have issued us some schematic plans that are attached to this application
  - Siding: painted DiamondKote - see attachment with color studies
  - Units will provide relief and contrast on front and side elevations
  - Units will provide a variation of building mass and height and respond to existing development context
  - There are no garage doors on front elevations





- We are providing color variations to avoid substantially similar elevations adjacent to each other.
- We have attached a preliminary landscape plan.

The dimensional standards in Table 1 apply to the Yellow Brick Lane Townhomes Planned Unit Development Preliminary Plat

Table 1: Yellow Brick Lane Townhomes Dimensional & Offstreet Parking requirements

Uses by right:		Same as underlying "HR" Historic Residential District	
Conditional Uses:		Same as underlying "HR" Historic Residential District	
For Single Family & Duplex			Different From Ridgway Municipal Code?
Minimum Lot Width:	22 ft	Yes	
Minimum Lot Size (sf):	2000 sf	Yes	
Maximum Lot Coverage (%)	60%	No	
Minimum Setbacks:			
Where a townhome is set on the lot line	0 ft	Yes	
Otherwise:			
Front	15 ft	No	
Side	7.5 ft	Yes	
Rear	10 ft	Yes	
Allowed front deck encroachment	8 ft	Yes	
Structure Height	27 ft	No	
Off-Street Parking	Two	No	

Table 2: Comparison between YBL PUD and underlying "HR" Historic Residential District

District	Use	Min. Lot Width (ft)	Min. Lot Size (sf)	Max. Lot Coverage (%)	Minimum Setbacks (ft)			Structure Height
					Front	Rear	Side	
HR	Single Family & Duplex	25	3000	60	15	8	3 <sup>(7)</sup>	27
YBL PUD	Single Family & Duplex	22	2000	60	15 <sup>(9)</sup>	10 <sup>(8)</sup>	7.5 <sup>(8/10)</sup>	27

7) If a single family or duplex dwelling is 5 feet or less from the side property line, a fire suppression system is required. Fire suppression systems are required in all other buildings per the Building Regulations, see Ridgway Municipal Code Section 6-1. If any structure is less than 5 feet from the side property line, a site-specific geotechnical report is required as well as snow guards, brakes or other devices to prevent snow and ice shedding onto adjacent properties (Ridgway Municipal Code 7-3-15)

8) If a single family townhome is set on a sideyard or rearyard property line, then the setback will be 0 ft.

9) A YBL Townhome's covered front deck may encroach up to 8 ft into the front yard setback

10) Exterior egress stairs and landings may encroach up to 5 ft into the sideyard setback

Yellow Brick Lane Townhomes Table of Lot Uses, Lot Dimensions, Setbacks, and Offstreet Parking

Lot #	Unit Type	Lot Use		Lot Area (sq. ft.)	Lot Width (ft.)	Street Frontage	Setback (ft.)	Direction	Sideyard Setback (ft.)	Direction	Sideyard Setback (ft.)	Rear Yard (ft.)	Lot Coverage (%)	Maximum Lot Height (ft.)	Parking Spaces
Lot 1	Antero	Single Family Residential	2BR	2160	69.34	N Laura	15	North	15	South	21.5	0	24%	27	1
Lot 2	Shavano	Single Family Residential	3BR	2098	30.25	Frederick	15	East	14	West	0	15	29%	27	2
Lot 3	Antero	Single Family Residential	2BR	2098	30.25	Frederick	23	East	0	West	14	14	24%	27	2
Lot 4	Shavano	Single Family Residential	3BR	3490	50.34	Frederick	16	East	34	West	0	14	17%	27	2
Lot 5	Gray	Single Family Residential	3BR	4144	29.19	N Laura	23	North	0	South	13	22	30%	27	3
Lot 6	Shavano	Single Family Residential	3BR	3647	25.69	N Laura	31	North	9.5	South	0	22	27%	27	3
Lot 7	Shavano	Single Family Residential	3BR	3649	25.7	N Laura	31	North	0	South	9.5	22	27%	27	3
Lot 8	Shavano	Single Family Residential	3BR	3651	25.72	N Laura	31	North	9.5	South	0	22	27%	27	3
Lot 9	Shavano	Single Family Residential	3BR	3642	25.66	N Laura	31	North	0	South	9.5	22	27%	27	3
Lot 10	Gray	Single Family Residential	3BR	4146	29.21	N Laura	23	North	13	South	0	22	30%	27	3
Lot 11	Antero	Single Family Residential	2BR	2163	69.42	N Laura	15	North	21.5	South	15	0	24%	27	1
Lot 12	Shavano	Single Family Residential	3BR	2101	30.25	Otto	15	East	14	West	0	15	29%	27	2
Lot 13	Antero	Single Family Residential	2BR	2101	30.25	Otto	23	East	0	West	14	14	24%	27	2
Lot 14	Shavano	Single Family Residential	3BR	2212	22.15	Otto	16	East	8	West	0	14	27%	27	2
Lot 15	n/a	Stormwater Detention Pond to be dedicated to the Town of Rldgway													

YBL will request a variance for offstreet parking requirements for Lot 1 and Lot 11 or we can accommodate two off street parking spaces by shifting the lot line to be off center of the 20' utility

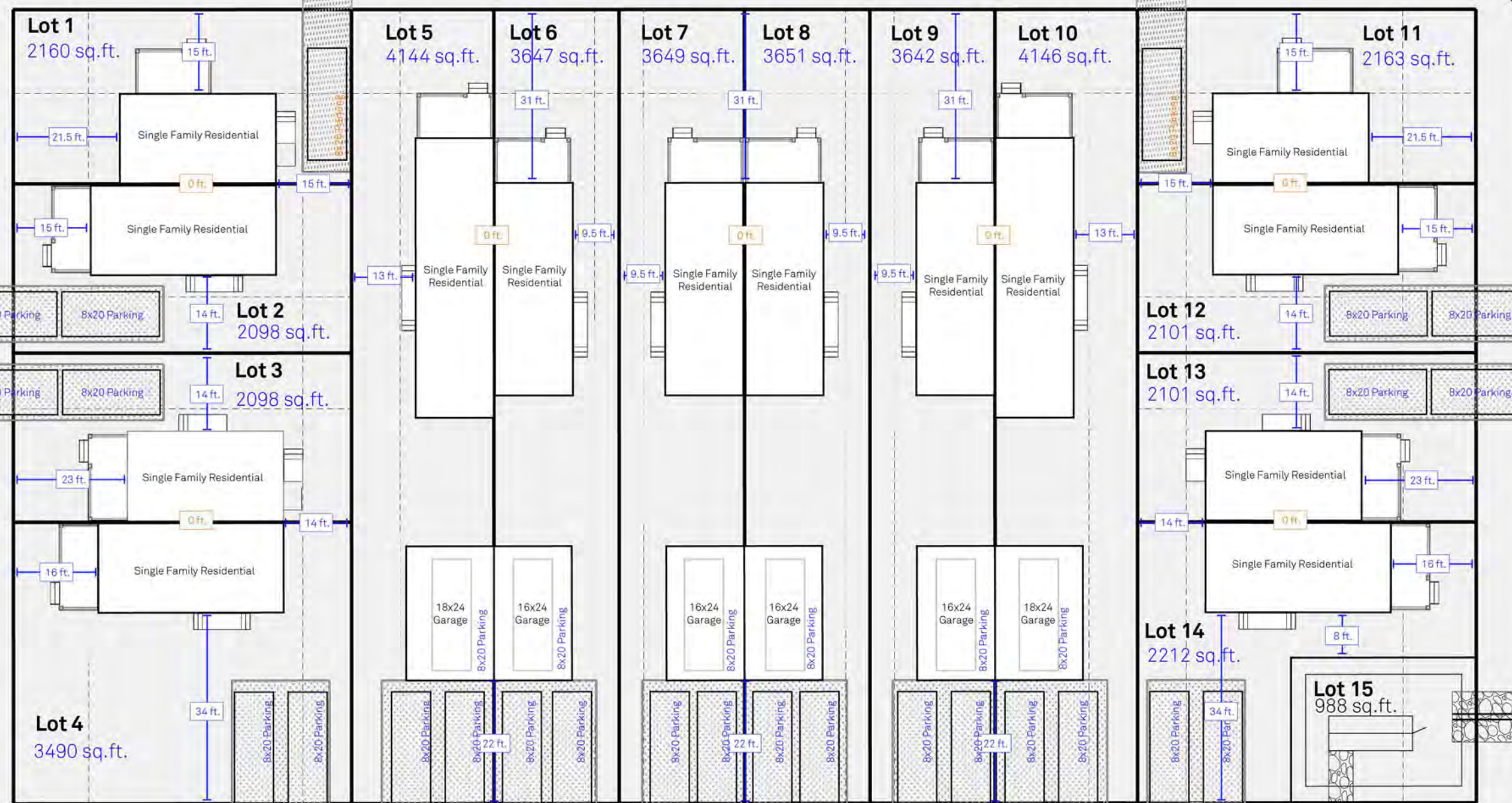


YELLOW BRICK LANE TOWNHOMES  
PLANNED UNIT DEVELOPMENT  
LOT USES, SETBACKS, AND OFF STREET PARKING DIAGRAM

N LAURA STREET

FREDERICK STREET

OTTO STREET





Landscape Notes

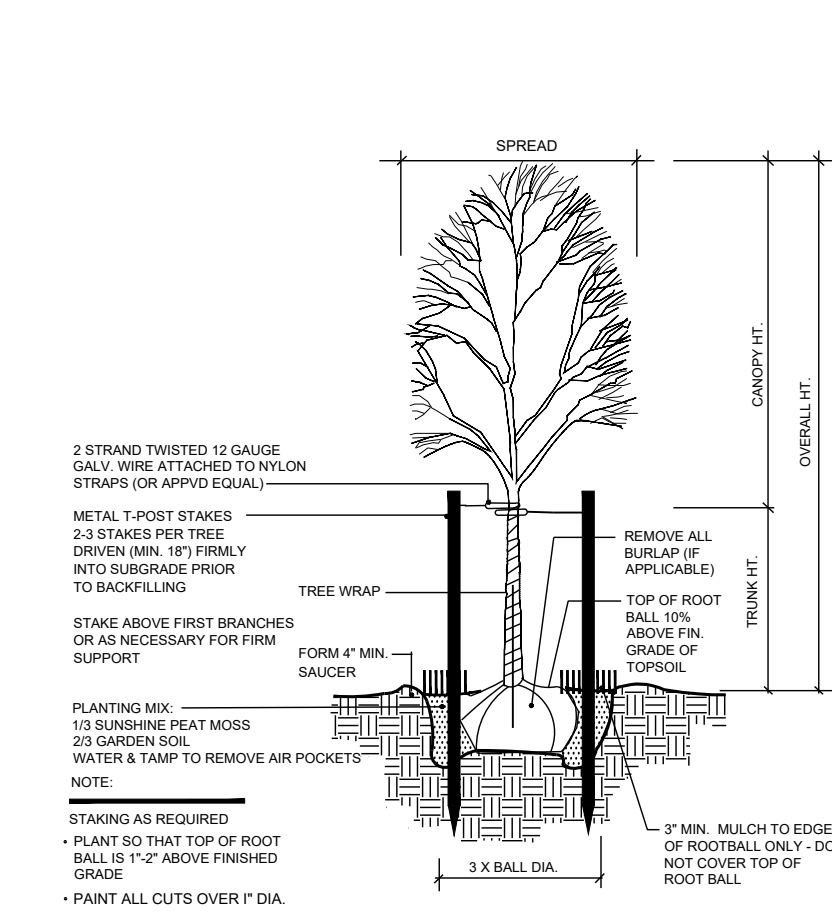
1. INSTALL ROCK MULCH IN ALL SHRUB BEDS. INSTALL WEED BARRIER UNDERLAYMENT MATERIAL AND TOPDRESS WITH MULCH MATERIAL TO MIN. 3 INCH DEPTH.
2. PREP ALL PLANTING AREAS WITH MIN. 4 CU YDS PER 1,000 SF WITH GOOD QUALITY COMPOSTED ORGANIC MATTER. FIRST, DECOMPACT ALL PLANTING AREA SOILS TO A MIN. DEPTH OF 6 INCHES PRIOR TO TILLING. TILL AND INCORPORATE AMENDMENT TO A MIN. DEPTH OF 6 INCHES.
3. LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR THE MEANS, METHODS OR APPROPRIATENESS OF CONSTRUCTION AND SAFETY PROCEDURES CHOSEN BY ANY CONTRACTOR.
4. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY.
5. INSTALL TREES A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB, EDGE OF WALL, OR PAVING.
6. FORM 30 INCH WATERING BASIN AROUND ALL TREES. FILL BASIN WITH 1-1/2 INCH LAYER OF WOOD CHIPS OR COMPOST.
7. PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT SCHEDULE FOR KEY AND CLASSIFICATION.
8. ALL PLANT MATERIAL OUTSIDE OF THE LIMIT OF CONSTRUCTION LINE MUST REMAIN UNDISTURBED.
9. ALL MATERIALS NOT TO BE REMOVED WILL BE MARKED CLEARLY WITH FLAGGING TAPE, PROTECTIVE FENCING, OR OTHER APPROVED BARRIER PRIOR TO CONSTRUCTION.
10. IDENTIFY LOCATIONS OF ALL UNDERGROUND UTILITIES THAT MIGHT BE DISTURBED BY LANDSCAPE ELEMENTS PRIOR TO CONSTRUCTION.
11. SOD SHALL BE 50% RYE / 50% KENTUCKY BLUEGRASS MIX (OR APPROVED EQUAL).
12. RECORD ALL CHANGES ON A REDLINED PLAN AND SUBMIT TO THE OWNER & LANDSCAPE ARCHITECT FOLLOWING CONSTRUCTION.

Irrigation Notes

1. THE IRRIGATION SYSTEM SHALL CONSIST OF AN UNDERGROUND PRESSURIZED SYSTEM THAT WILL PROVIDE DRIP COMPONENTS TO THE SHRUBS AND TREES.
2. IRRIGATION CONTROLLER SHALL BE A "WATER SENSE" SMART IRRIGATION CONTROLLER.
3. PROVIDE DRIP IRRIGATION TO ALL SHRUBS AND TREES (TREES-8 GPH PER TREE, SHRUBS-2 GPH PER SHRUB, PERENNIALS-1 GPH PER PLANT).
4. THE IRRIGATION SYSTEM SHALL USE DOMESTIC WATER PROVIDED FROM THE TOWN OF RIDGWAY.
5. A COUNTY APPROVED BACKFLOW PREVENTION DEVICE SHALL BE INSTALLED AFTER THE POINT OF CONNECTION AND DOMESTIC METER.

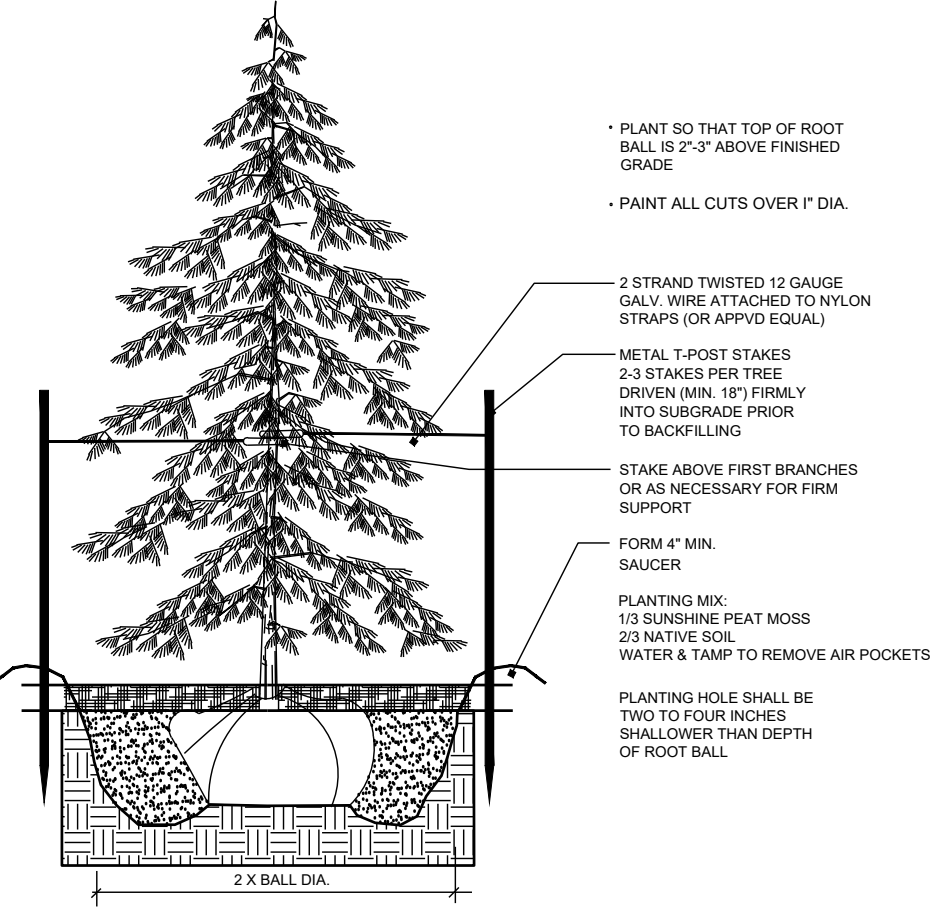
Deciduous Tree Planting

NTS



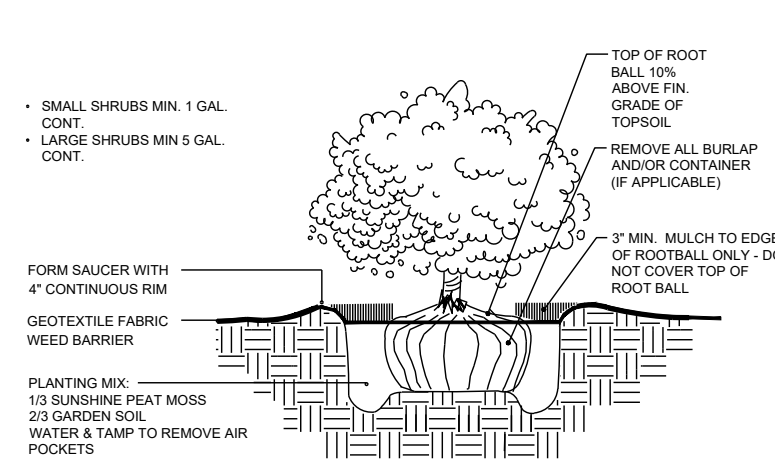
Evergreen Tree Planting

NTS

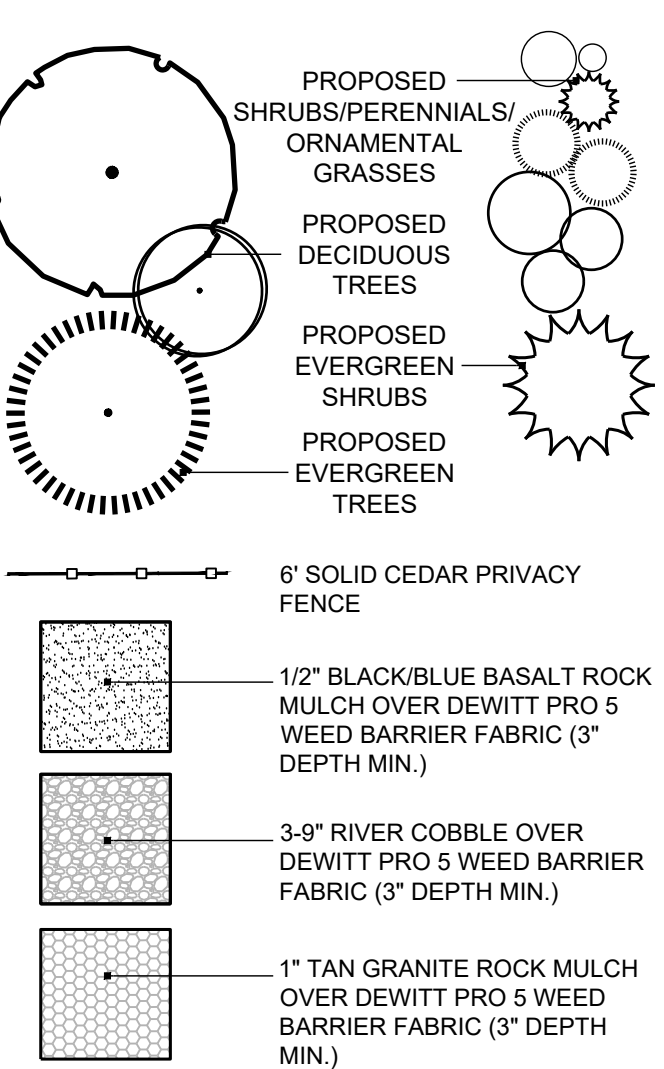


Shrub Planting

NTS



Legend

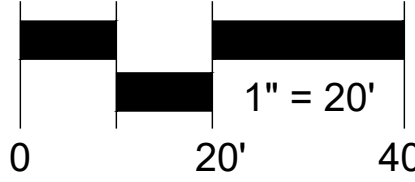


LANDSCAPE CALCULATIONS				
Total Parcel Area	42,578	SF	0.98	AC
	Req'd		Shown	
Landscape Coverage			On Plan	
Trees Required @ 1/2000 SF	21	EA	22	EA
Shrubs:				
FREDERICK ST.	142	LF		
1/10LF Frontage	14	EA		
LAURA ST.	285	LF		
1/10LF Frontage	29	EA		
OTTO ST.	142	LF		
1/10LF Frontage	14	EA		
ALLEY (Side Lot)	140	LF		
1/10LF Frontage	14	EA		
Total Shrubs:	71	EA	117	EA

Plant Schedule

KEY	COMMON NAME	BOTANICAL NAME	H'	W'	SIZE	TYPE	QTY
40'+ Deciduous Trees:							
AA	Narrowleaf Cottonwood	Populus angustifolia	50	40	1.5' Cal.	B&B	4
BB	Peachleaf Willow	Salix amygdaloides	50	40	1.5' Cal.	B&B	2
CC	Northern Pin Oak	Quercus ellipsoidalis	40	40	1.5' Cal.	B&B	3
10'-20'+ Deciduous Trees:							
DD	Amur Maple	Acer ginnala	15	15	1.5' Cal.	B&B	4
EE	'Sucker Punch' Chokecherry	Prunus virginiana 'Sucker Punch'	25	20	1.5' Cal.	Cont.	2
Total Deciduous Trees:							15
Evergreen Trees:							
FF	Co. Green Spruce	Picea pungens	40	25	5' Ht.	B&B	4
GG	Austrian Pine	Pinus nigra	40	25	5' Ht.	B&B	2
HH	Rocky Mountain Juniper	Juniperus scopulorum	20	12	5' Ht.	B&B	1
Total Evergreen Trees:							7
Total Trees:							22
Evergreen Shrubs:							
A	Morman Tea	Ephedra nevadensis	4	4	5 gal.	Cont.	6
B	Medora Juniper	Juniperus scopulorum 'medora'	15	5	5 gal.	Cont.	9
C	Skyrocket Juniper	Juniperus virginiana 'Skyrocket'	25	5	5 gal.	Cont.	4
D	Dwarf Norway Nesting Spruce	Picea abies 'Pumila'	3	5	5 gal.	Cont.	1
E	Mugo Pine	Pinus mugo	8	8	5 gal.	Cont.	6
F	Slowmound Mugo Pine	Pinus mugo 'Slowmound'	3	3	5 gal.	Cont.	6
G	Tannenbaum Mugo Pine	Pinus mugo 'Tannenbaum'	15	6	5 gal.	Cont.	4
Total Evergreen Shrubs:							36
Ornamental Grasses:							
H	Overdam Feather Reed Grass	Calamagrostis acutiflora 'Overdam'	2	2	5 gal.	Cont.	18
I	Blue Oat Grass	Helictotrichon sempervirens	2	2	2 gal.	Cont.	12
J	Morning Light Maiden Grass	Miscanthus sinensis 'Morning Light'	4	3	5 gal.	Cont.	12
K	Regal Mist Pink Muhly	Muhlenbergia capillaris	4	3	5 gal.	Cont.	14
Total Ornamental Grasses:							56
Deciduous Shrubs							
O	Coralberry/Snowberry	Symphoricarpos spp.	4	6	5 gal.	Cont.	6
P	Cranberry Coloneaster	Coloneaster apiculatus	3	6	5 gal.	Cont.	9
Q	Dark Knight Blue Mist Spirea	Caryopteris x clandonensis 'Dark Knight'	4	4	5 gal.	Cont.	6
R	Pygmy Peashrub	Caragana pygmaea	3	4	5 gal.	Cont.	4
Total Deciduous Shrubs:							25
Total Shrubs:							117

NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES LISTED ABOVE AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES OR SUBSTITUTIONS.

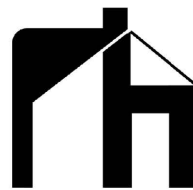


Preliminary  
Not For Construction

Project Name :

Yellow Brick Lane  
Townhomes  
Ridgway, Colorado

Client:



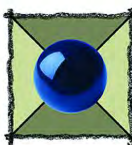
RURAL HOMES :  
FOR SALE, FOR LOCALS  
P.O. Box 4222,  
Telluride, CO  
81435

www.ruralhomes.co

David Bruce, Project Lead  
C: 603 203 1342

E:david@telluridefoundation.org

Landscape Architect:



NVISION DESIGN STUDIO, INC.  
677 25 Road Grand Junction, CO 81505  
Phone: 970.210.2155 Email: rd@nviz.biz  
Web: www.nviz.biz  
Landscape Architecture | Visual Simulation | Graphic Design

Registration:



Revisions:

Sheet Title:

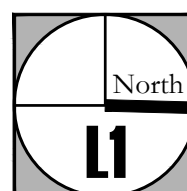
Landscape Plan

Project:  
YBL Ridgway

Date:  
May 2, 2022

Scale:  
1" = 20'

Sheet:



of 3 Sheets



Irrigation Notes

1. VERIFY OPERATING PRESSURE AT POINT OF CONNECTION PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. NOTIFY PLAN PREPARER IF MEASURED PRESSURE IS MORE THAN 95 P.S.I. OR LESS THAN 60 P.S.I. THE SYSTEM IS DESIGNED FOR AN OPERATING PRESSURE OF 60 P.S.I. AND A FLOW RATE AT INLET PIPE OF 12 GPM. VERIFY ALL FLOW RATES ON-SITE PRIOR TO INSTALLATION.

2. NOTIFY LANDSCAPE ARCHITECT SIX (6) DAYS PRIOR TO INSTALLATION FOR A PRE-INSTALLATION CONFERENCE AND FIELD REVIEW COORDINATION FOR TRENCH DEPTHS, ASSEMBLY REVIEW, PRESSURE TESTS, COVERAGE TESTS, PRE-MAINTENANCE AND FINAL REVIEWS.

3. A CONTINUITY TEST WILL BE REQUIRED FOR CONTROL WIRE STUBOUTS. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE PLAN PREPARER.

4. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH LOCAL CODES, MANUFACTURERS AND INSTRUCTIONS. AVOID ANY CONFLICTS BETWEEN SPRINKLER SYSTEM, PLANTING, AND ARCHITECTURAL FEATURES. NOTIFY PLAN PREPARER PRIOR TO INSTALLATION, OF ANY AREA OF GRADE DIFFERENCES OR OBSTRUCTIONS NOT INDICATED ON THE PLANS.

5. PRIOR TO CUTTING INTO SOIL, LOCATE ALL CABLES, CONDUITS, SEWERS, AND OTHER UTILITIES OR ARCHITECTURAL FEATURES THAT ARE COMMONLY ENCOUNTERED UNDERGROUND AND TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH IMPROVEMENTS. ANY DAMAGE MADE DURING THE INSTALLATION OF THE IRRIGATION SYSTEM OF THE AFOREMENTIONED ITEMS SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL EXPENSE TO THE OWNER.

6. LOCATION OF CONTROLLER TO BE DETERMINED AT JOBSITE BY OWNER AND CONTRACTOR (IF APPLICABLE). CONNECT TO EXISTING 120 VOLT ELECTRICAL SUPPLIES. USE THIN WALL METAL CONDUIT ABOVE GRADE. INSTALL PER MANUFACTURERS SPECIFICATIONS. PROVIDE AND INSTALL RECHARGEABLE BATTERY BACK-UP FOR CONTROLLERS. CONTROLLERS SHALL BE PROPERLY GROUNDED PER ARTICLE 250 OF THE NATIONAL ELECTRIC CODE AND CONFORM TO LOCAL REGULATIONS. INSTALL AS DETAILED. SEAL ALL CONDUIT HOLES WITH SILICONE OR EQUAL. PROGRAM CONTROLLERS TO IRRIGATE SLOPES USING MULTIPLE REPEAT CYCLES OF SHORT DURATIONS. CARE SHALL BE TAKEN TO PREVENT RUNOFF OF WATER AND SOIL EROSION DUE TO PROLONGED APPLICATIONS OF WATER.

7. USE APPROPRIATE SOLVENT AND APPLICATOR, AND PRIMER IF REQUIRED, FOR PIPE SIZE AND TYPE APPLICATIONS. APPLY PER MANUFACTURER'S RECOMMENDATIONS.

8. INSTALL ALL ELECTRIC VALVES, PRESSURE REGULATORS, BALL OR GATE VALVES, PIPING, BACKFLOW PREVENTION DEVICES (IF APPLICABLE), CONTROLLERS PER MANUFACTURERS SPECIFICATIONS.
9. INSTALL FLOOD BUBBLERS ON UP HILL SIDE OF PLANT AND/OR WITHIN PLANT WELL.

10. POLYETHYLENE PIPE (IF APPLICABLE) INSTALLED SHALL BE PRODUCED FROM ALL VIRGIN UNION CARBIDE RESIN.

11. MAINTENANCE CONSIDERATIONS:  
A. FILTER CLEANING AND FLUSHING SHOULD START OUT AS A MONTHLY PROCEDURE AND CONTINUE AS NEEDED AFTER SIX (6) MONTHS.  
B. VISUALLY CHECK FOR INDICATIONS OF PIPE BREAKS OR CLOGGED EMITTERS OR OUTLETS.  
C. WATER QUALITY SHOULD BE MEASURED ON A QUARTERLY BASIS AND AMENDMENTS ADDED AS NECESSARY TO ENSURE THE SURVIVAL RATE OF THE PLANT MATERIAL.

12. ALL WIRING UNDER PAVEMENT SHALL BE INSTALLED IN PVC SCHEDULE 40 ELECTRICAL CONDUIT. ELECTRICAL CONDUIT SHALL EXTEND TWELVE INCHES (12") BEYOND EDGE OF PAVEMENT OR CURB. CONTRACTOR HAS THE OPTION TO INSTALL PVC SCHEDULE 40 SLEEVING FOR ALL PIPING UNDER ASPHALT AND CONCRETE PAVEMENTS AT HIS OWN EXPENSE. INSTALL SAND FOR BACKFILL IN ASPHALT PAVEMENT AREAS TO 6" COVER ABOVE PIPE. SURROUND PIPE WITH SAND IN AREAS WHERE ROCKY TERRAIN IS ENCOUNTERED.

13. ALL VALVE CONTROL WIRE SHALL BE MINIMUM NO. 14 AWG COPPER UL APPROVED FOR DIRECT BURIAL IN GROUND. CONNECT WIRES AS DETAILED PER MANUFACTURERS SPECIFICATIONS. RUN ONE (1) EXTRA CONTROL WIRE OF DIFFERENT COLOR THROUGH ALL VALVE LOCATIONS FROM EACH CONTROLLER. EACH WIRE AT VALVES SHALL HAVE 24" EXCESS COILED LOOP. TAPE WIRES IN BUNDLES EVERY TEN FEET (10').
14. ALL PIPES SHALL BE TESTED AT 125% OF DESIGN PRESSURE FOR 1 HOUR. ADD WATER SLOWLY TO PIPES TO AVOID WATER HAMMER DAMAGE, BLEED SYSTEM TO INSURE ALL AIR IS OUT OF PIPES AND PRESSURIZE SYSTEM TO LEVELS STATED ABOVE. VISUALLY INSPECT FOR LEAKS WHILE SYSTEM IS HOLDING PRESSURE CONSTANT.

15. ALL BACKFILL MATERIAL SHALL BE FREE OF ROCKS, CLODS, AND OTHER EXTRANEOUS MATERIALS. COMPACT BACKFILL TO ORIGINAL DENSITY OF SOIL.

16. AT JOB COMPLETION, SUPPLY OWNER WITH TWO (2) KEYS FOR EACH CONTROLLER.

17. GUARANTEE THE IRRIGATION SYSTEM AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE.

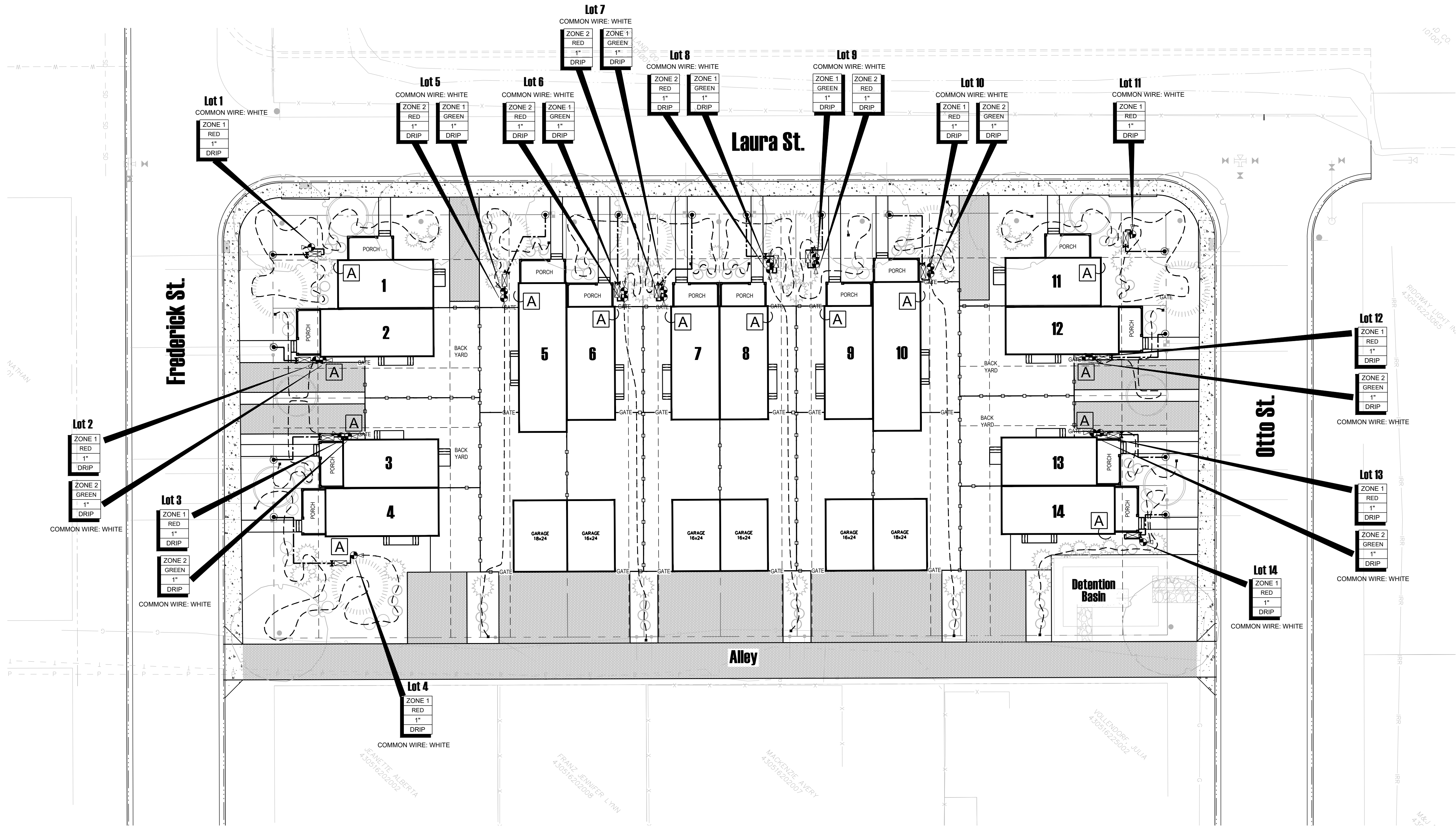
18. INSTALL PUMP, CONTROLLER, AND RELAY SWITCH PER MFR. INSTRUCTIONS.

19. RECORD ALL CHANGES ON A REDLINED PLAN AND SUBMIT TO THE OWNER & LANDSCAPE ARCHITECT FOLLOWING CONSTRUCTION.

Reduced Pressure Backflow Assembly (RPBA)

- ONLY ONE RPBA IS REQUIRED TO SERVE THE WHOLE SYSTEM; CONTROL VALVES CAN BE LOCATED DOWNSTREAM OF (AFTER) THE RPBA.
- RPBAS MUST BE INSTALLED A MINIMUM OF 12" ABOVE GROUND LEVEL.
  - RPBAS MUST BE TESTED BY A STATE CERTIFIED BACKFLOW PREVENTER TESTER AT THE TIME OF INSTALLATION, ANNUALLY, AND WHEN MOVED OR REPAIRED.
  - IN AN RPBA-EQUIPPED SYSTEM, FERTILIZER AND OTHER AGRICULTURAL CHEMICALS MAY BE INTRODUCED DOWNSTREAM OF (AFTER) THE RPBA (FOR IRRIGATION SYSTEMS ONLY).

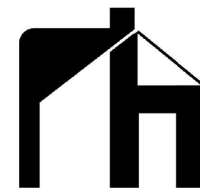
RPBA MAXIMUM DESIGN FLOW FOR RESIDENTIAL SYSTEMS ON A ¾ INCH SERVICE AND METER SHOULD NOT EXCEED 15 GALLONS PER MINUTE (GPM). HIGHER FLOWS CAN DAMAGE THE METER. ALL DEVICES SHOULD BE INSTALLED IN A MANNER THAT ALLOWS ADEQUATE CLEARANCE FOR TESTING AND REPAIRS. BEFORE INSTALLING A NEW SPRINKLER SYSTEM THAT WILL USE DOMESTIC WATER, THE OWNER OR OWNER'S REPRESENTATIVE IS REQUIRED TO GET A BUILDING PERMIT FROM THE LOCAL BUILDING DEPARTMENT.



Project Name :

Yellow Brick Lane Townhomes Ridgway, Colorado

Client:



RURAL HOMES:  
FOR SALE, FOR LOCALS  
P.O. Box 4222,  
Telluride, CO  
81435

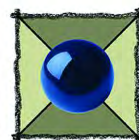
www.ruralhomes.co

David Bruce, Project Lead

C: 603 203 1342

E: david@telluridefoundation.org

Landscape Architect:



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677 25 Road Grand Junction, CO 81505  
Phone: 970.210.2155 Email: rd@nvis.biz  
Web: www.nvis.biz  
Landscape Architecture | Visual Simulation | Graphic Design

Registration:



Legend

- A** RAINBIRD ESP-ME ENHANCED MODULAR CONTROLLER MOUNTED ON EXT. WALL IN WATER PROOF CABINET
- ZONE 1** VALVE STATION NUMBER
- DK GRN** WIRE COLOR
- 1"** VALVE SIZE
- DRIP** TYPE OF IRRIGATION
- POINT OF CONNECTION
- ⊠** REDUCED PRESSURE BACKFLOW ASSEMBLY
- ⊠** FEBCO 880 RPZ BACKFLOW PREVENTER 3/4" FPT | FE860-075
- ⊠** ELECTRIC REMOTE CONTROL VALVE
- ⊠** RAINBIRD PEB OR EQUAL
- ⊠** WYE STRAINER FOR DRIP ZONES
- ⊠** PVC BALL VALVE
- 1"** 1" PRESSURIZED MAINLINE PIPE (PVC SCHEDULE 40 PIPE OR PE)
- 3/4"** LATERAL PIPE SIZE (PVC SCHEDULE 40 PIPE)
- ⊠** 1/2" DRIP LINE AND EMITTERS (PE PIPE AND MICROLINE WITH PRESSURE COMPENSATING MODULES OR APPVD. EQUAL-ENDCAPS AS NECESSARY)

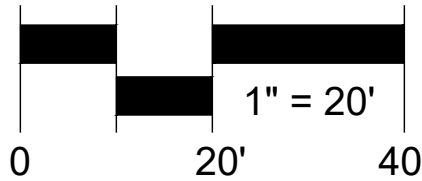
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Irrigation Plan

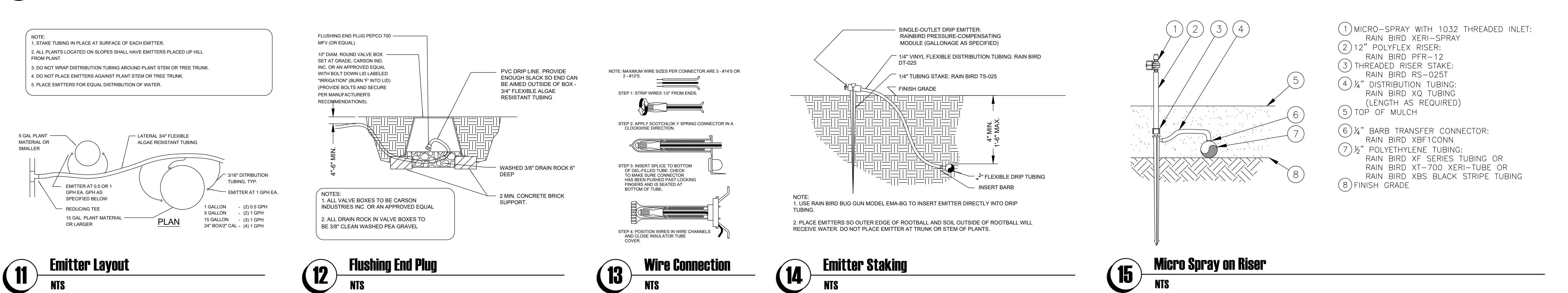
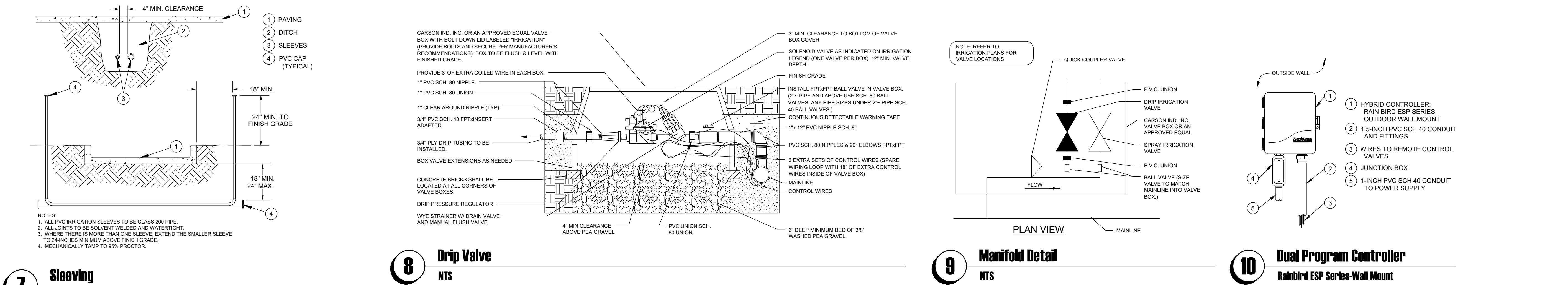
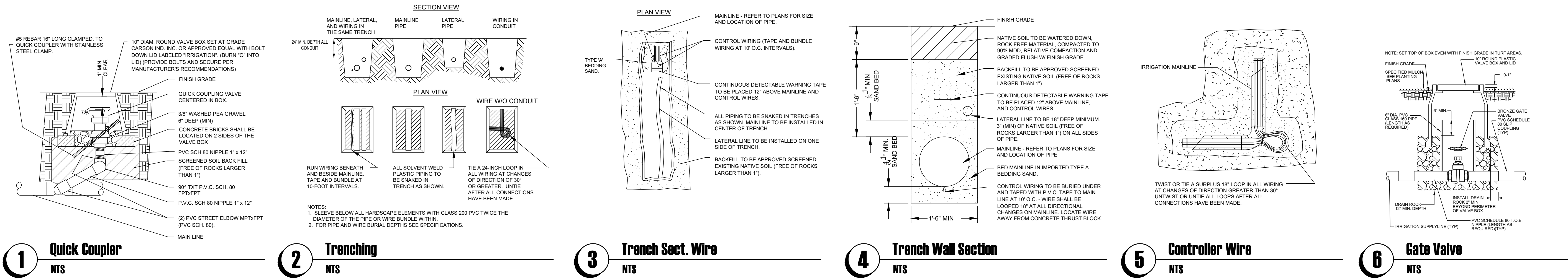
Project:	YBL Ridgway	Sheet:	
Date:	May 2, 2022		
Scale:	1" = 20'		

of 3 Sheets



Preliminary  
Not For Construction





Project Name :  
**Yellow Brick Lane Townhomes**  
Ridgway, Colorado

Client:

**RURAL HOMES:**  
FOR SALE, FOR LOCALS  
P.O. Box 4222,  
Telluride, CO  
81435  
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Landscape Architect:

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Landscape Architecture | Visual Simulation | Graphic Design

Registration:

**Robert A. Breeden**  
LA 462  
05/11/2008  
Landscape Architecture  
STATE OF COLORADO  
LICENSED LANDSCAPE ARCHITECT

Revisions:

Sheet Title:

**Irrigation Details**

Project: YBL Ridgway  
Date: May 2, 2022  
Scale:

Sheet:

North  
**IR2**  
of 3 Sheets





David Bruce  
p: 603-203-1342  
e: david@telluridefoundation.org



**Architectural plans:**

Shantero side:

- Lot 1 & Lot 2
- Lot 11 & Lot 12

Shantero front:

- Lot 13 & Lot 14
- Lot 3 & Lot 4

Duplex\_Shavano

- Lot 7 & Lot 8

Shavano-Gray

- Lot 5 & Lot 6
- Lot 9 & Lot 10

Fire detail:

Example of fire-rated partition from our Pinion Park Norwood project

Color Studies:

Examples of siding type and possible colors. Color pallet will be determined by manufacturing dates & supply chain availability.





# **Rural Homes:** For Sale, For Locals

*EXAMPLE ELEVATIONS & COLOR SCHEMES*

*Ridgway, CO*

# DIAMOND KOTE<sup>®</sup>

Building Products



**Cascade**

Lot 2  
Lot 10



**Light Gray**

Lot 4  
Lot 6  
Lot 13



**Emerald**

Lot 5  
Lot 11



**Terra Bronze**

Lot 3  
Lot 8



**Graphite**

Lot 1  
Lot 7  
Lot 14







Yellow Brick Lane Townhomes  
N. Laura Street Schematic Elevation

**Lot 11**  
Light Gray

**Lot 10**  
Cascade

**Lot 9**  
Light Gray

**Lot 8**  
Terra Bronze

**Lot 7**  
Graphite

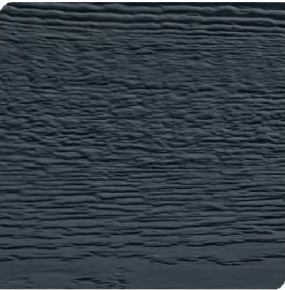
**Lot 6**  
Light Gray

**Lot 5**  
Emerald

**Lot 1**  
Graphite



Cascade



Light Gray



Emerald



Terra Bronze



Graphite

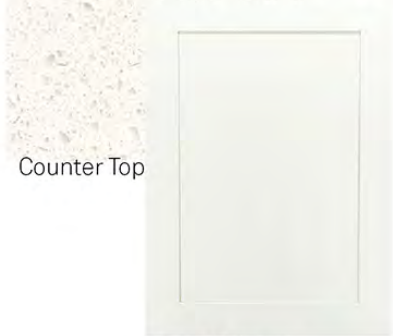




Interior Finish Package 1  
Light & Bright



Matte Black Fixtures

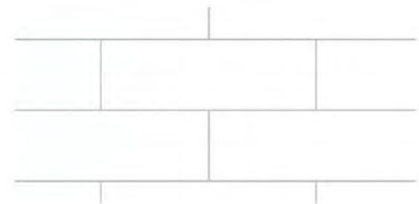


Counter Top

White Cabinets



Light Maple LVT Flooring



White Subway Tile Shower Surround



Kitchen Cabinet Set Example  
*Appliances will be included*



Kitchen & Flooring Example -  
*On the Day of Install*

Interior Finish Package 2  
Farmhouse Rustic



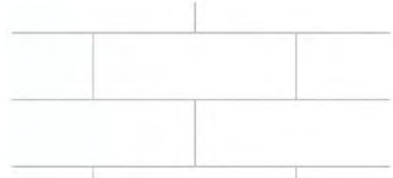
Stainless Fixtures



Blue/Grey Cabinets



Dark, Oak LVT Flooring



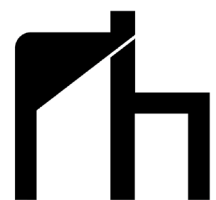
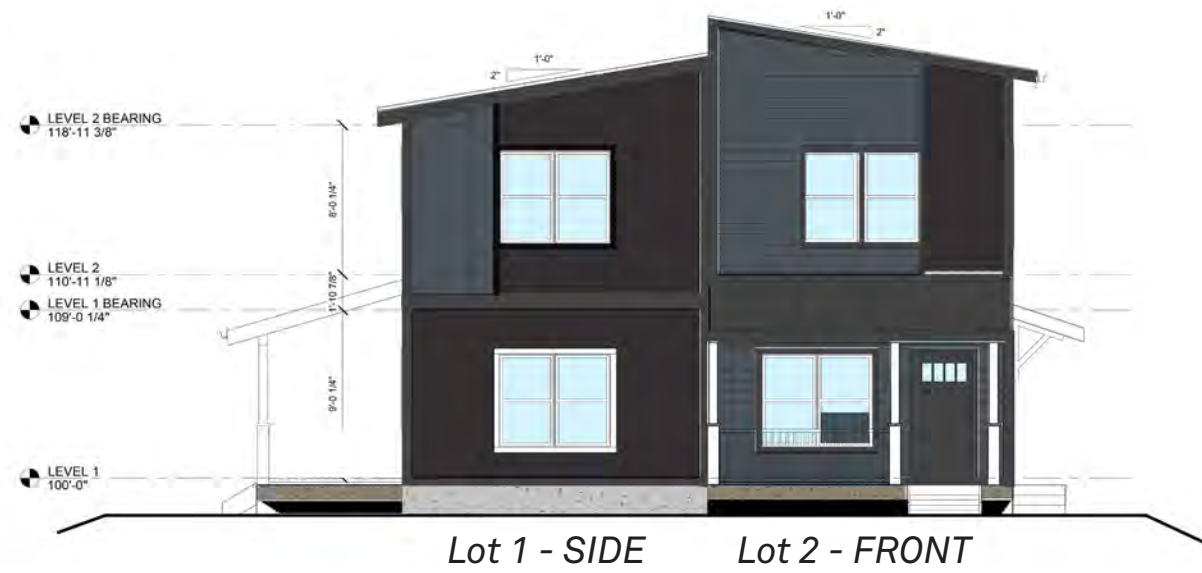
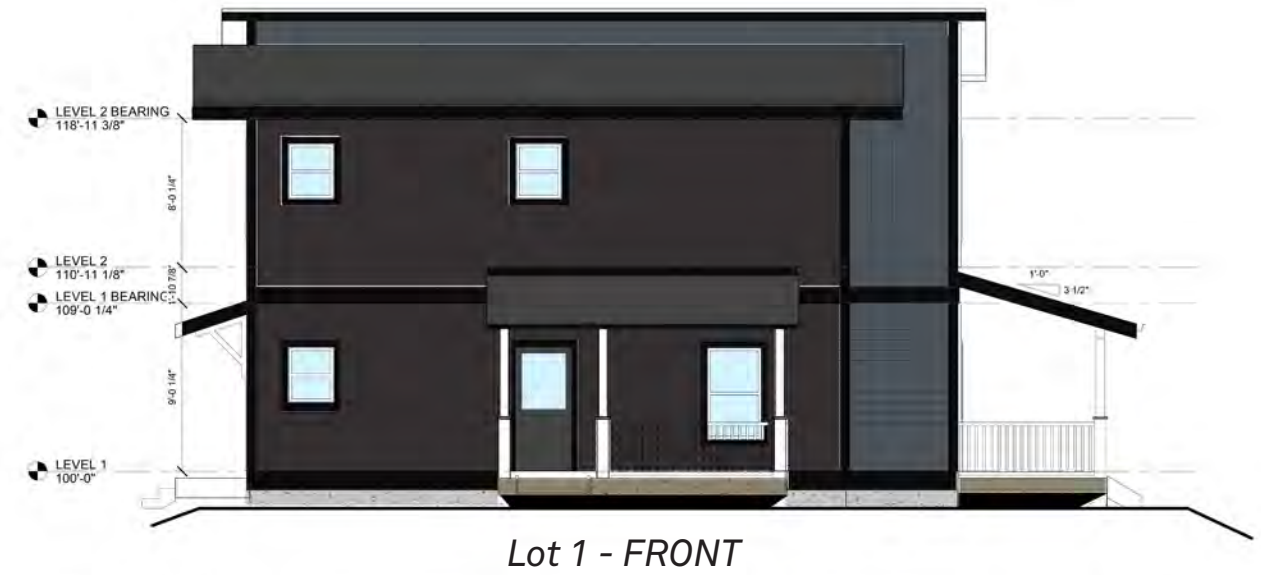
White Subway Tile Shower Surround



Kitchen Cabinet Set Example  
*Appliances will be included*



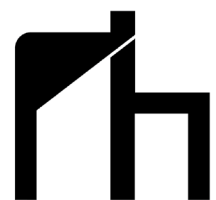
Kitchen & Flooring Example -  
*On the Day of Install*



## EXAMPLE ELEVATIONS & COLOR SCHEMES FOR LOTS 1 & 2

Yellow Brick Lane Townhomes, Ridgway, CO





## EXAMPLE ELEVATIONS & COLOR SCHEMES FOR LOTS 11 & 12

Yellow Brick Lane Townhomes, Ridgway, CO



# Yellow Brick Lane Townhomes

Ridgway, CO

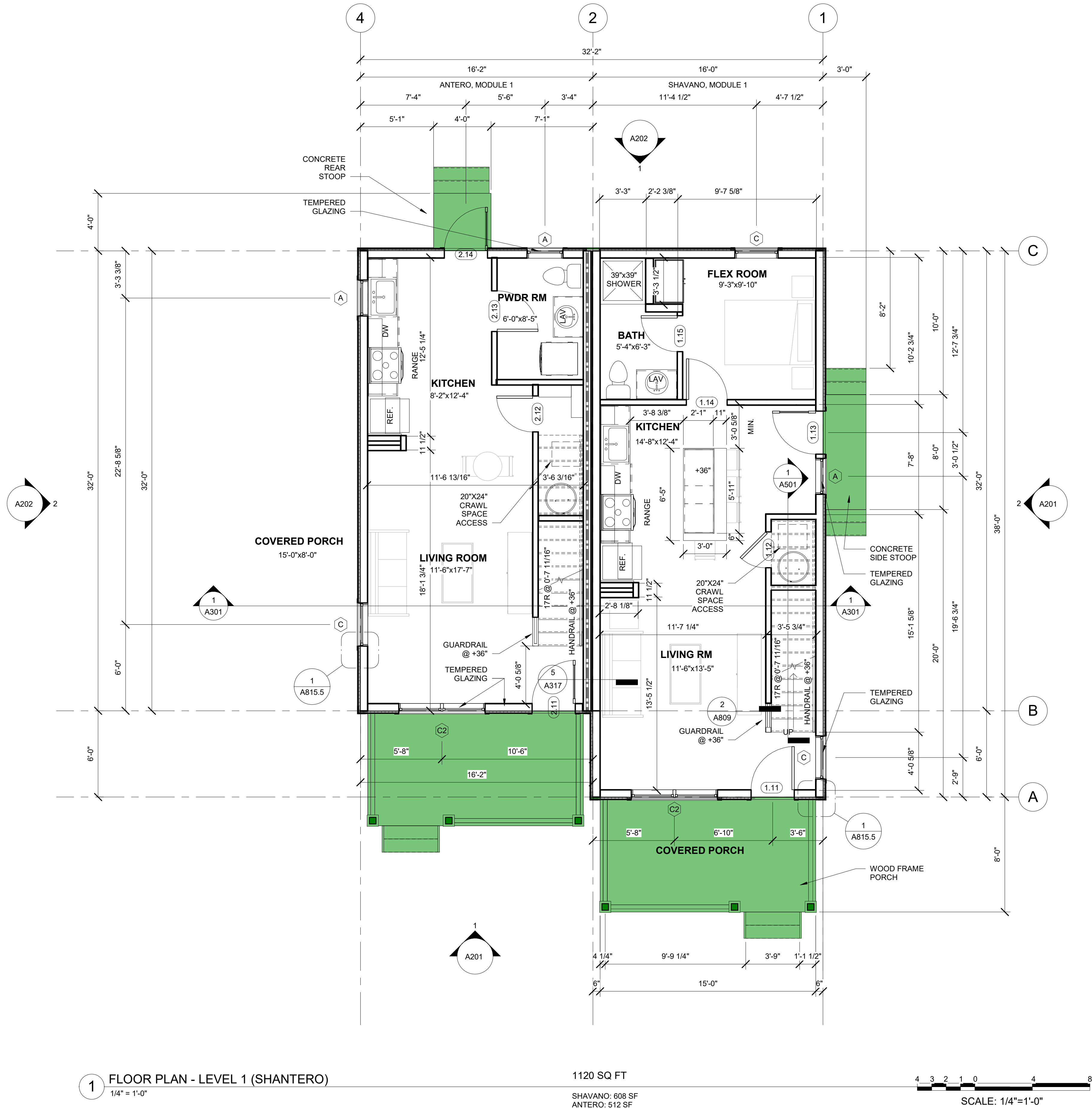




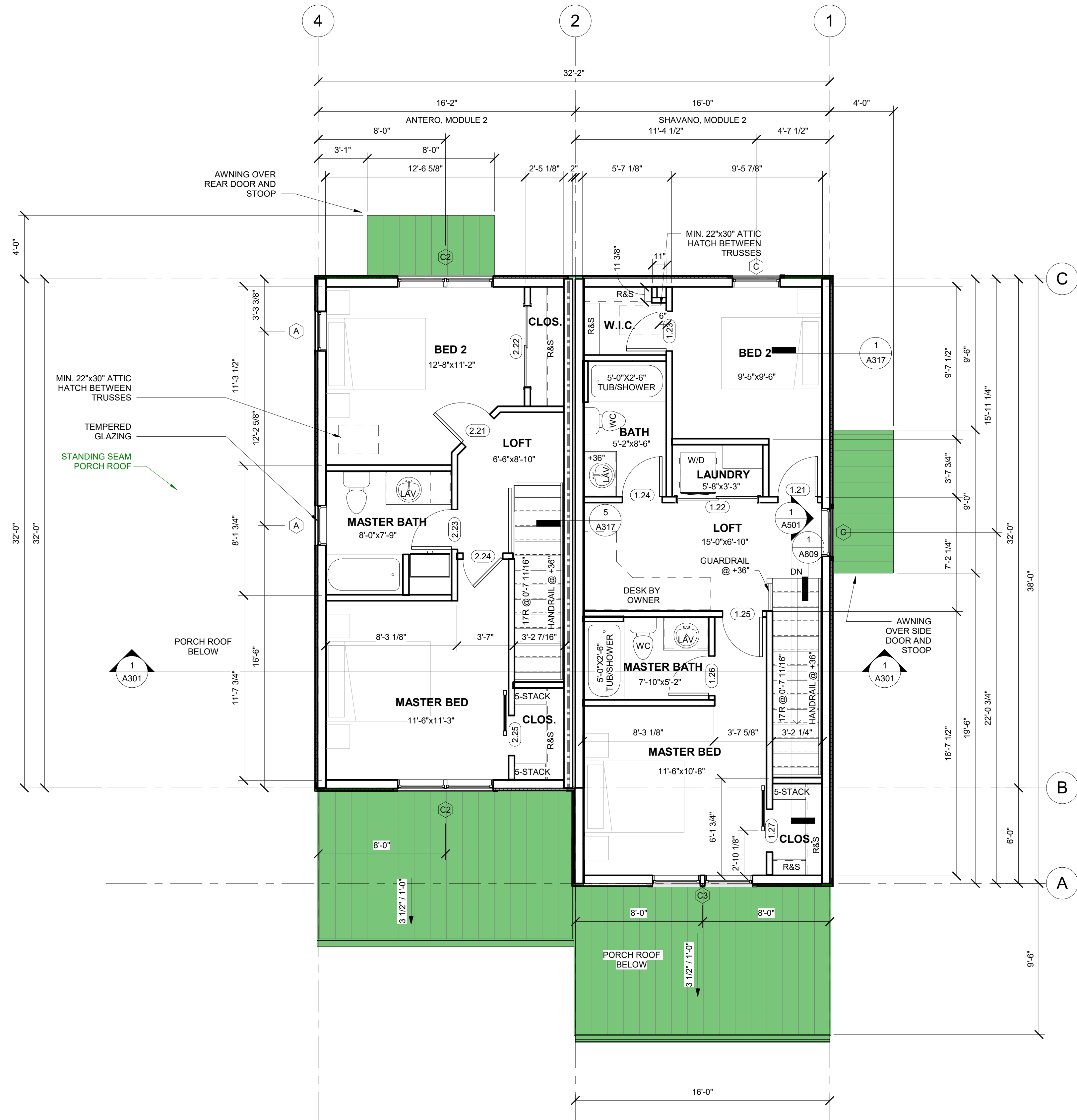


Yellow Brick Lane Townhomes  
N. Laura Street Schematic Elevation



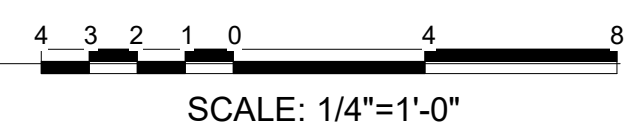






1 FLOOR PLAN - LEVEL 2 (SHANTERO)  
1/4" = 1'-0"

1043 SQ FT  
SHAVANO: 569 SF  
ANTERO: 474 SF



## FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.
2. ALL STUDS TO BE 2X6 U.N.O.
3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.
4. SEE BUILDING ELEVATIONS ON A20- SERIES SHEETS AND WALL SECTIONS ON A31- SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.
5. SEE WALL SECTIONS ON A31- SERIES SHEETS FOR HORIZONTAL ASSEMBLY INFORMATION.
6. INTERIOR DOOR FRAMES SHALL BE LOCATED 3-INCHES FROM FINISHED FACE OF ROOM CORNER TO FACE OF OPENING U.N.O.
7. GLAZING IN DOORS AND FIXED OR OPERABLE PANELS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WITHIN 60" OF THE FLOOR MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
8. GLAZING IN WALLS ENCLOSING STAIRWAY LANDINGS OR WITHIN 5' OF THE BOTTOM AND TOP OF STAIRWAYS WHERE THE BOTTOM AND TOP EDGE OF THE GLASS IS LESS THAN 60" ABOVE A WALKING SURFACE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
9. GLAZING ADJACENT TO AND WITHIN 60" OF THE WALKING/STANDING SURFACE WITHIN A BATHTUB OR SHOWER ENCLOSURE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.
10. PROVIDE A MECHANICALLY OPERATED EXHAUST SYSTEM IN ALL BATHROOMS, WATER CLOSET COMPARTMENTS, AND SIMILAR ROOMS WHOSE OPERABLE EXTERIOR OPENINGS ARE LESS THAN 3 SQ. FT. PER SECTION R303.3, 2018 I.R.C.
11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

## RATED WALL LEGEND

1-HOUR FIRE RESISTANCE RATING

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

**EVstudio**

Denver, CO  
Evergreen, CO

303.670.7242

inspections@evstudio.com  
design@evstudio.com  
www.evstudio.com

Contact:  
Jake Lareska  
jake.lareska@evstudio.com  
303.607.7242x37

TELLURIDE RIDGEWAY  
SHANTERO (MM)  
MASTER SET  
SAN MIGUEL COUNTY, COLORADO

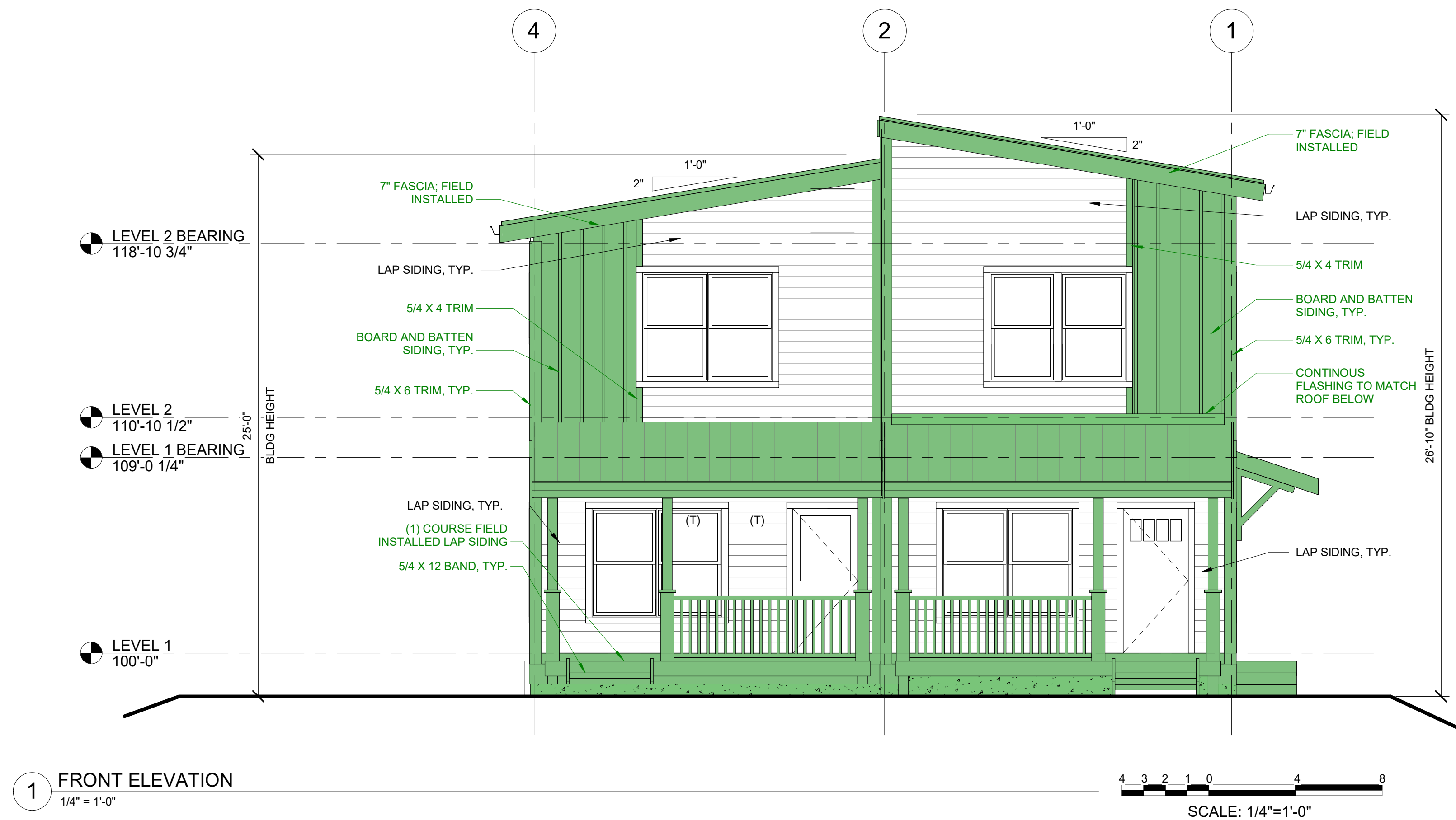
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REVISION:

SCHEMATIC DESIGN  
DATE: 05/04/2022  
DRAWN BY: AW  
CHECKED BY: JL

UPPER FLOOR  
PLAN  
**A102**



EVstudio

Denver, CO  
Evergreen, CO

303.670.7242

inspections@evstudio.com  
design@evstudio.com  
www.evstudio.com

Contact:  
Jake Lareska  
jake.lareska@evstudio.com  
303.607.7242x37

TELLURIDE RIDGEWAY  
SHANTERO (MM)  
MASTER SET  
SAN MIGUEL COUNTY, COLORADO

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SCHEMATIC DESIGN

DATE: 05/04/2022  
DRAWN BY: AW  
CHECKED BY: JL

ELEVATIONS

A201



TELLURIDE RIDGEWAY  
SHANTERO (MM)  
MASTER SET  
SAN MIGUEL COUNTY, COLORADO

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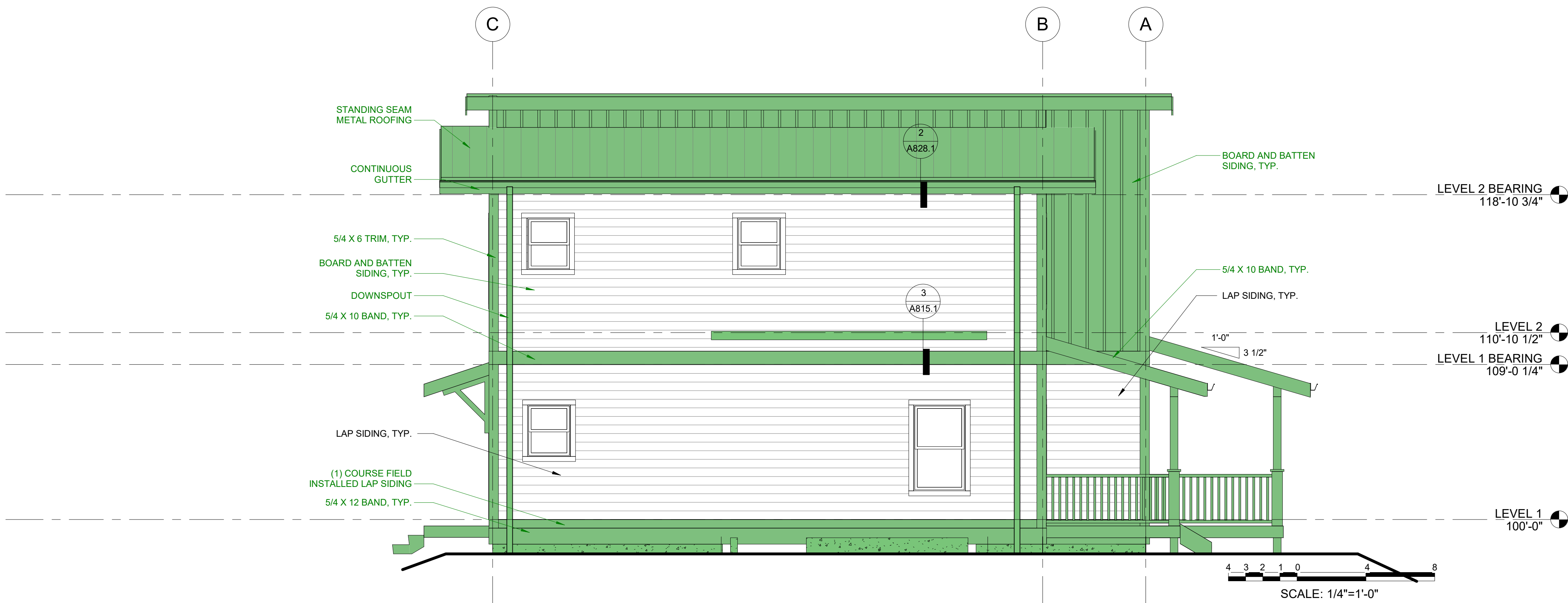
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SCHEMATIC DESIGN

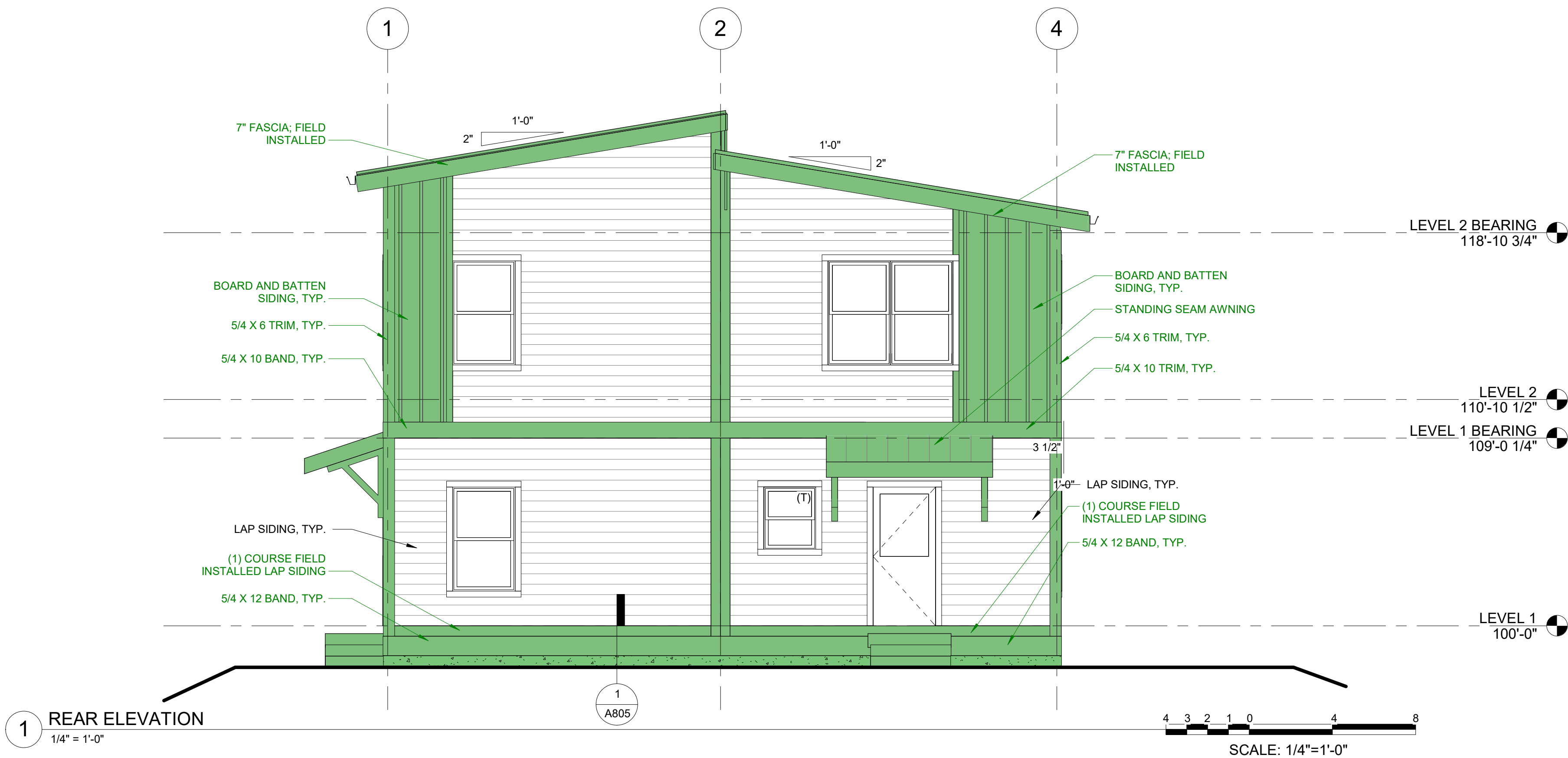
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CHECKED BY: JL

ELEVATIONS

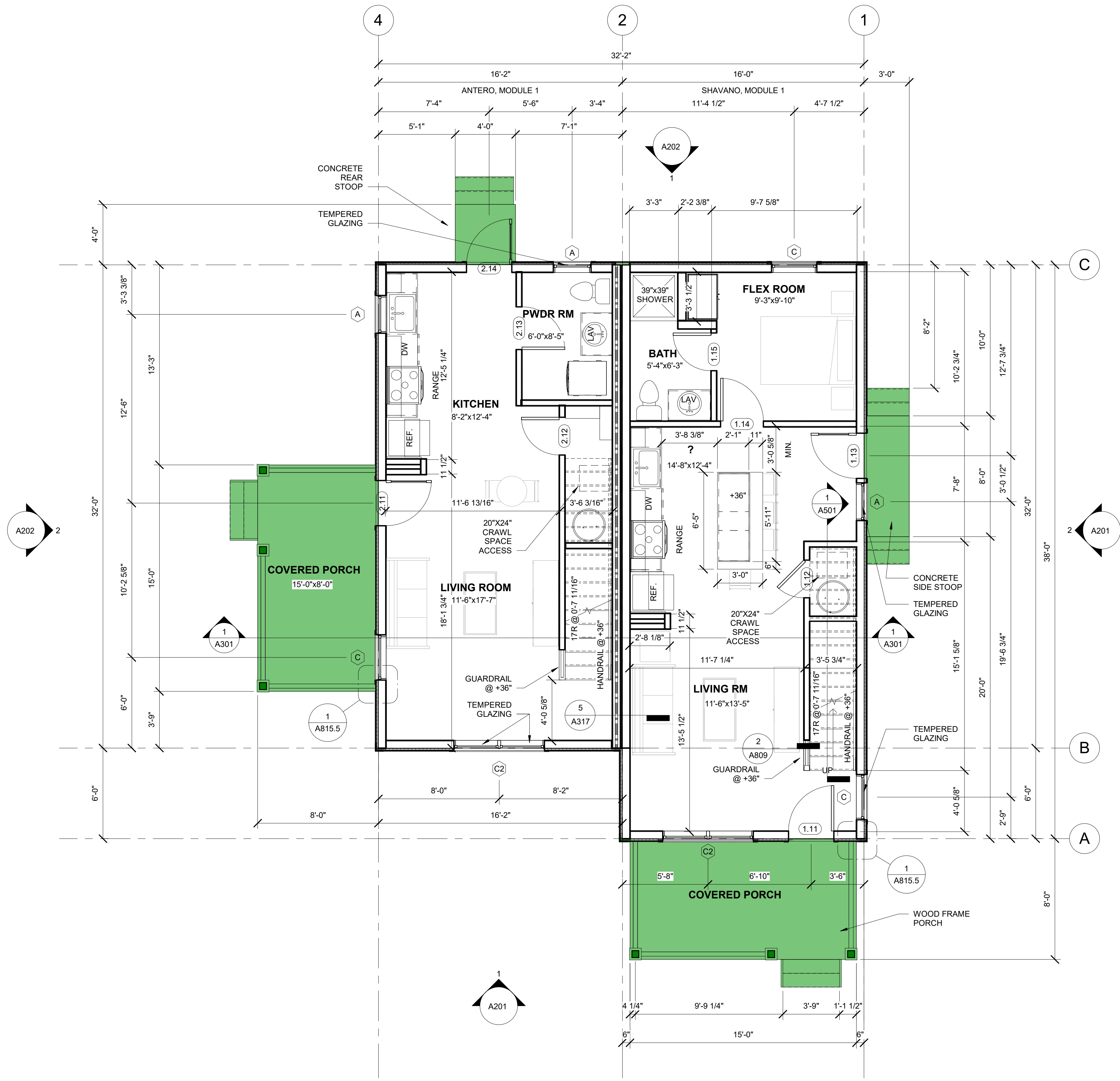
A202



2 ANTERO SIDE ELEVATION  
1/4" = 1'-0"

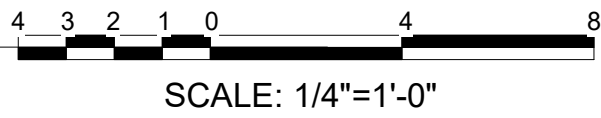


1 REAR ELEVATION  
1/4" = 1'-0"



1 FLOOR PLAN - LEVEL 1 (SHANTERO)  
1/4" = 1'-0"

1120 SQ FT  
SHAVANO: 608 SF  
ANTERO: 512 SF



### FLOOR PLAN NOTES

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11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

### RATED WALL LEGEND

- 1-HOUR FIRE RESISTANCE RATING
- INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

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TELLURIDE RIDGEWAY  
SHANTERO (MM)  
MASTER SET  
SAN MIGUEL COUNTY, COLORADO

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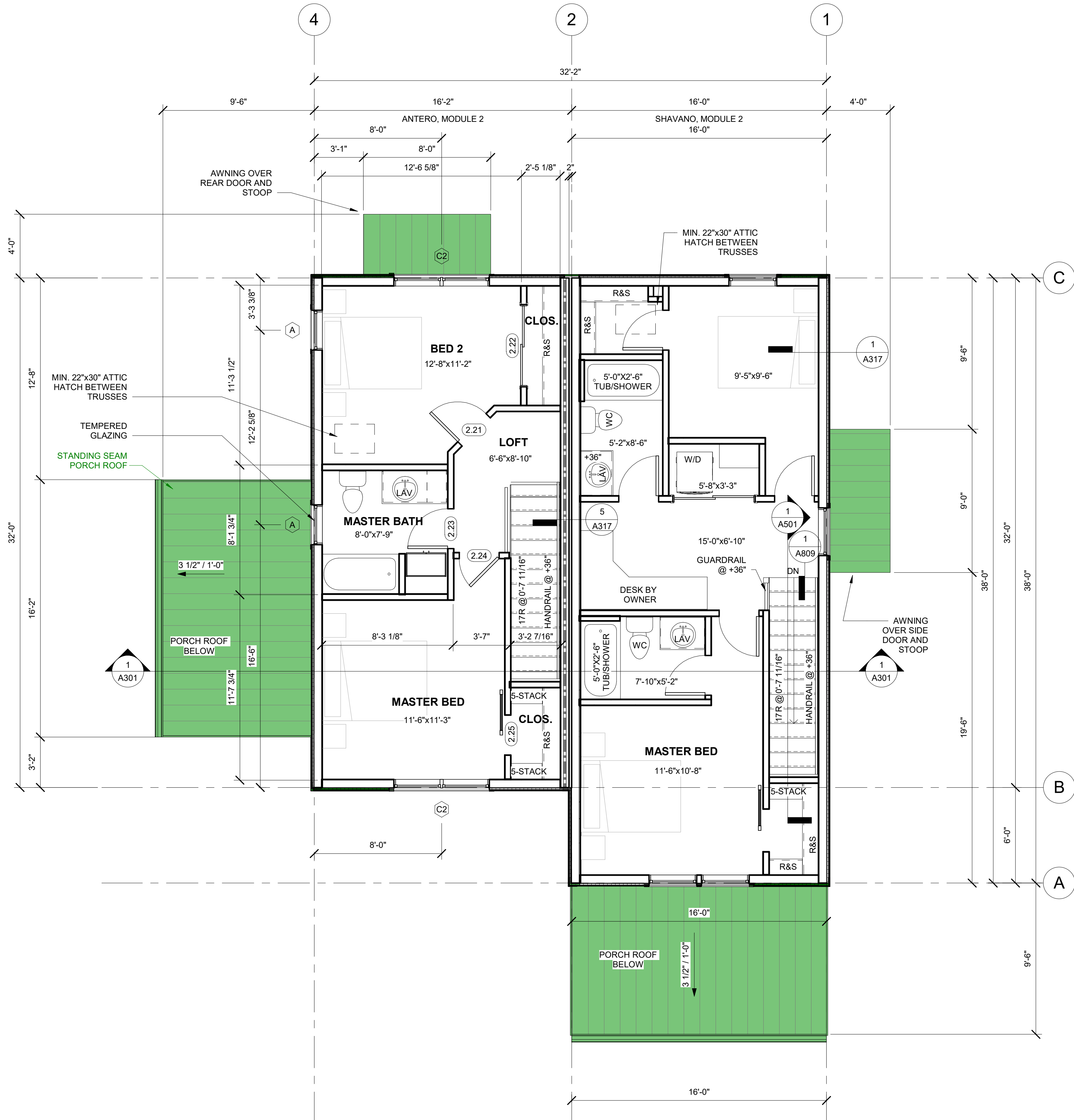
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LOWER FLOOR  
PLAN

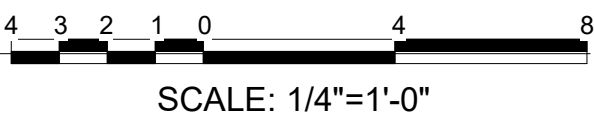
A101





1 FLOOR PLAN - LEVEL 2 (SHANTERO)  
1/4" = 1'-0"

1043 SQ FT  
SHAVANO: 569 SF  
ANTERO: 474 SF



FLOOR PLAN NOTES

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RATED WALL LEGEND

1-HOUR FIRE RESISTANCE RATING

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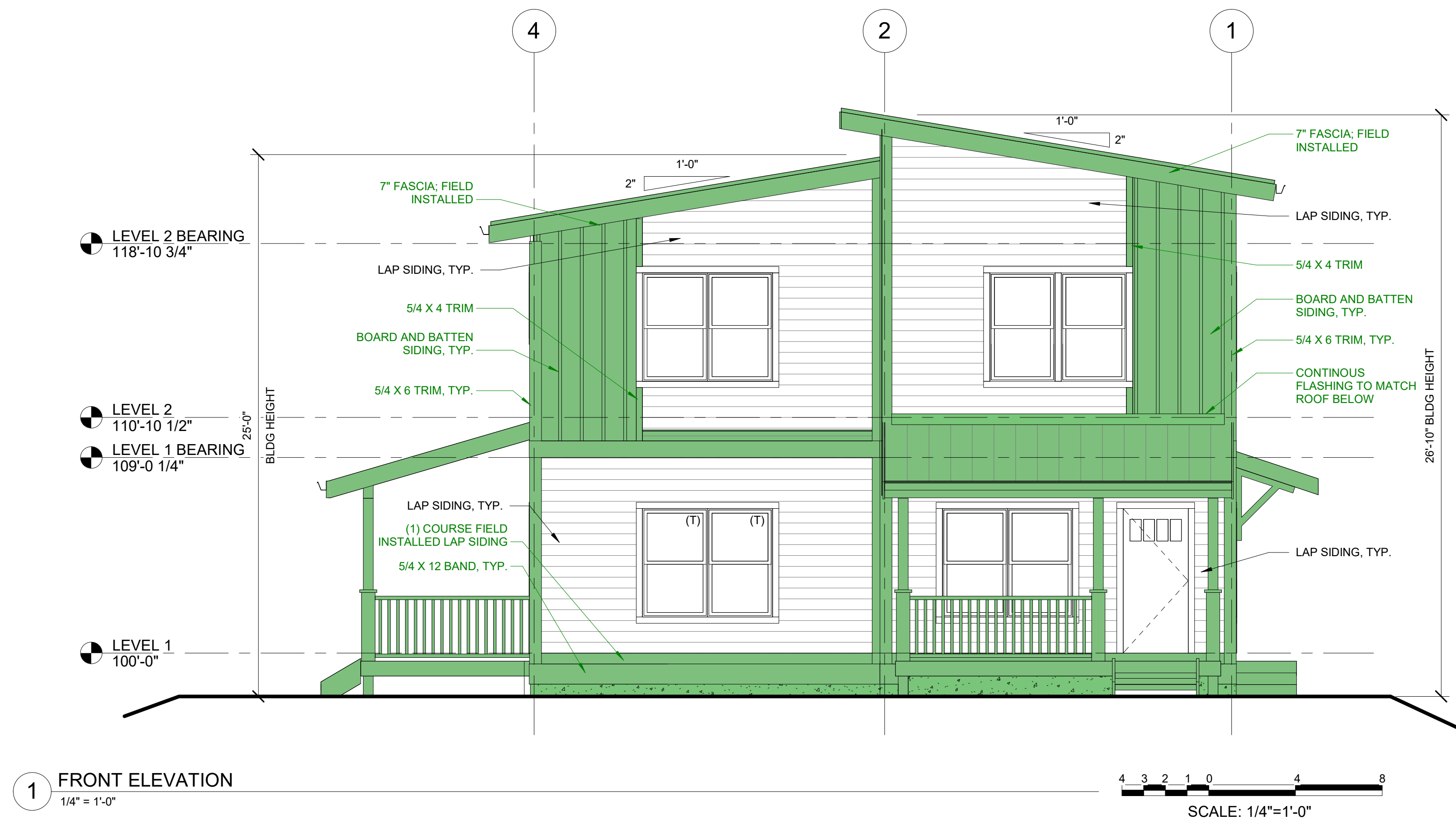
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UPPER FLOOR  
PLAN

A102



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ELEVATIONS  
**A201**



TELLURIDE RIDGEWAY  
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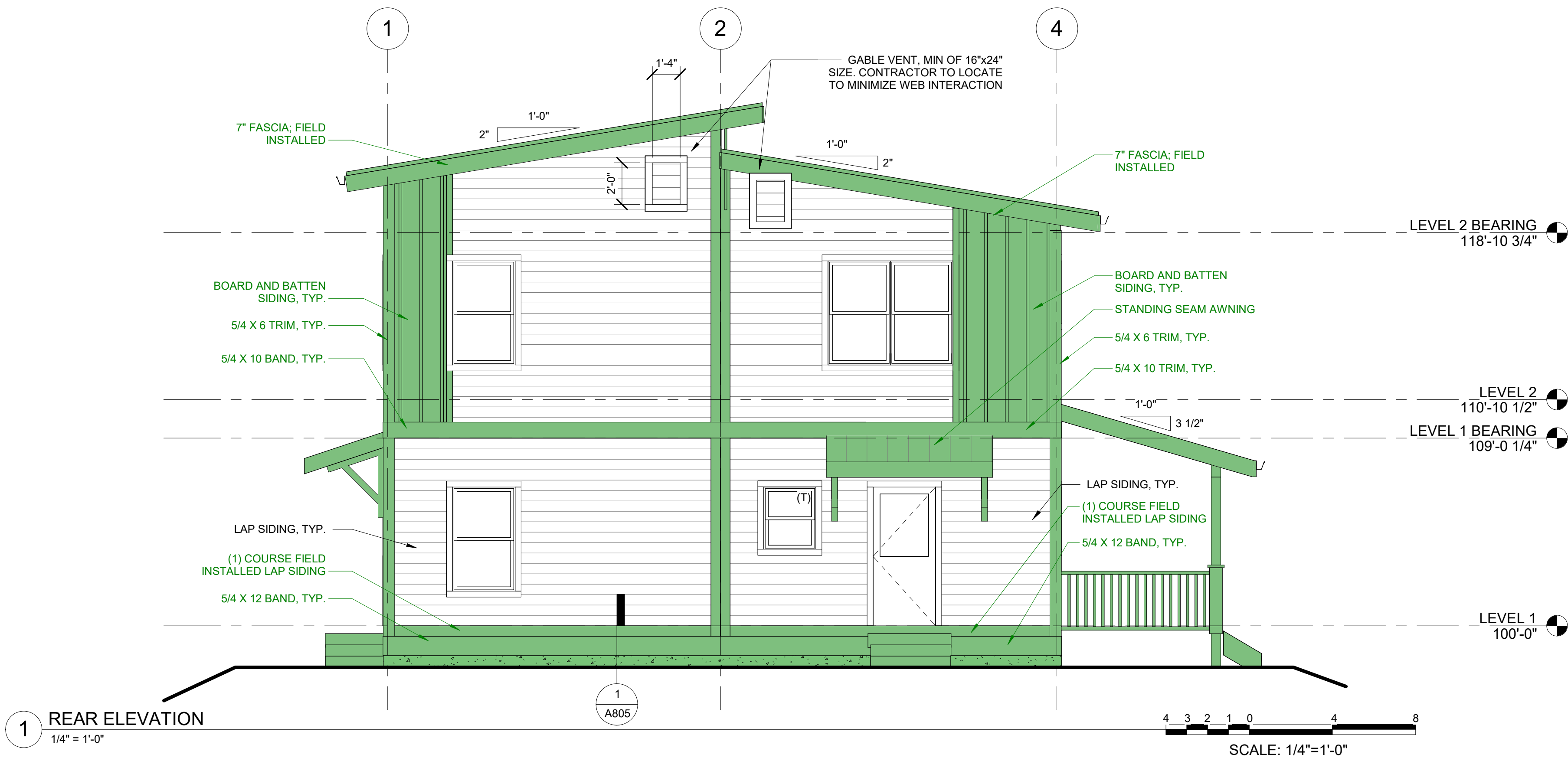
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ELEVATIONS

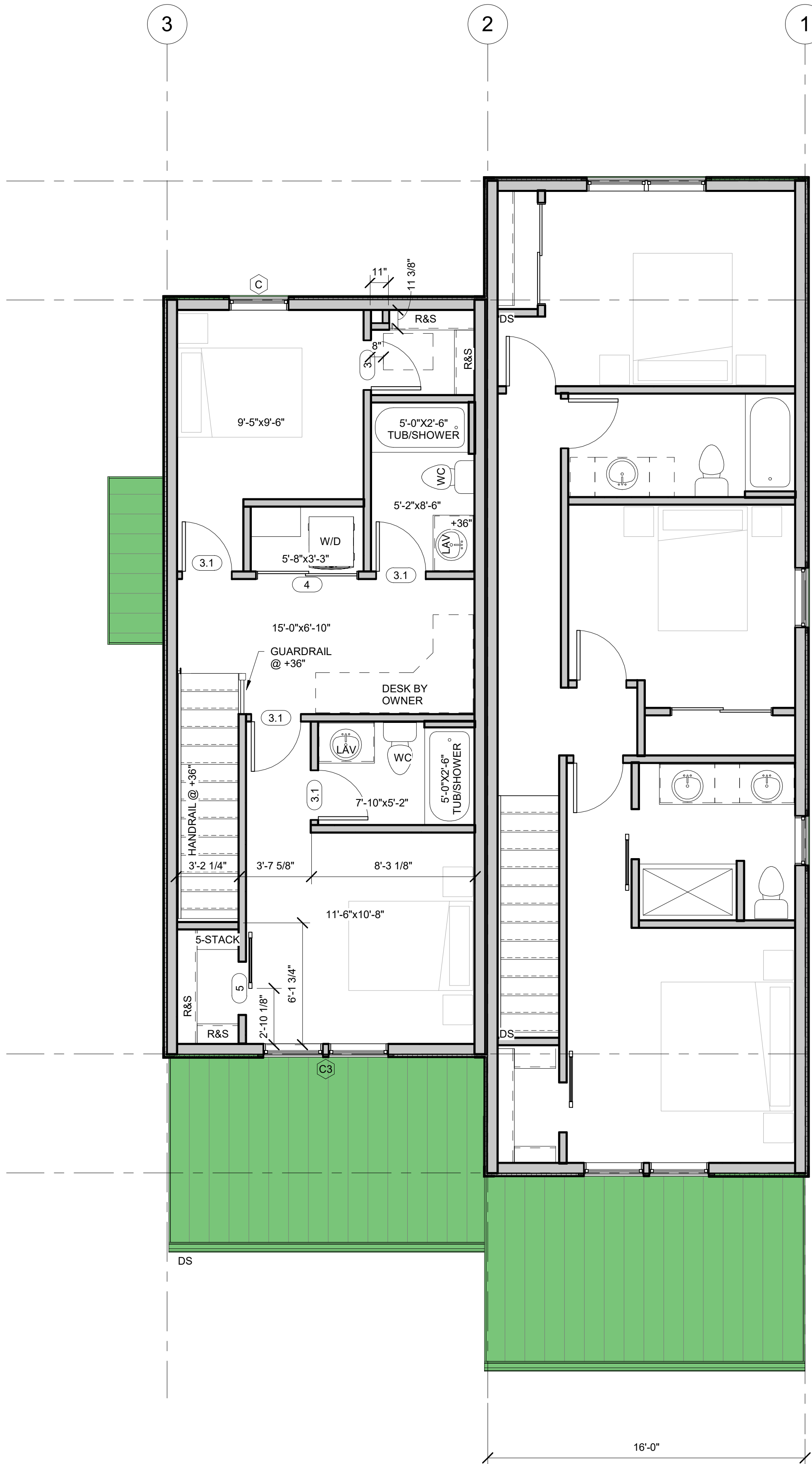
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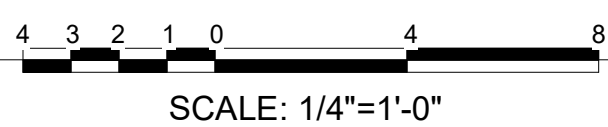
2 ANTERO SIDE ELEVATION  
1/4" = 1'-0"



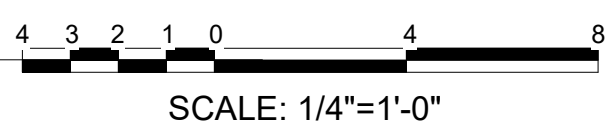
1 REAR ELEVATION  
1/4" = 1'-0"



2 FLOOR PLAN - LEVEL 2  
1/4" = 1'-0"



1 FLOOR PLAN - LEVEL 1  
1/4" = 1'-0"



## FLOOR PLAN NOTES

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## RATED WALL LEGEND

1-HOUR FIRE RESISTANCE RATING

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**TELLURIDE RIDGEWAY  
SHAVANO-GRAYS DUPLEX (MM)  
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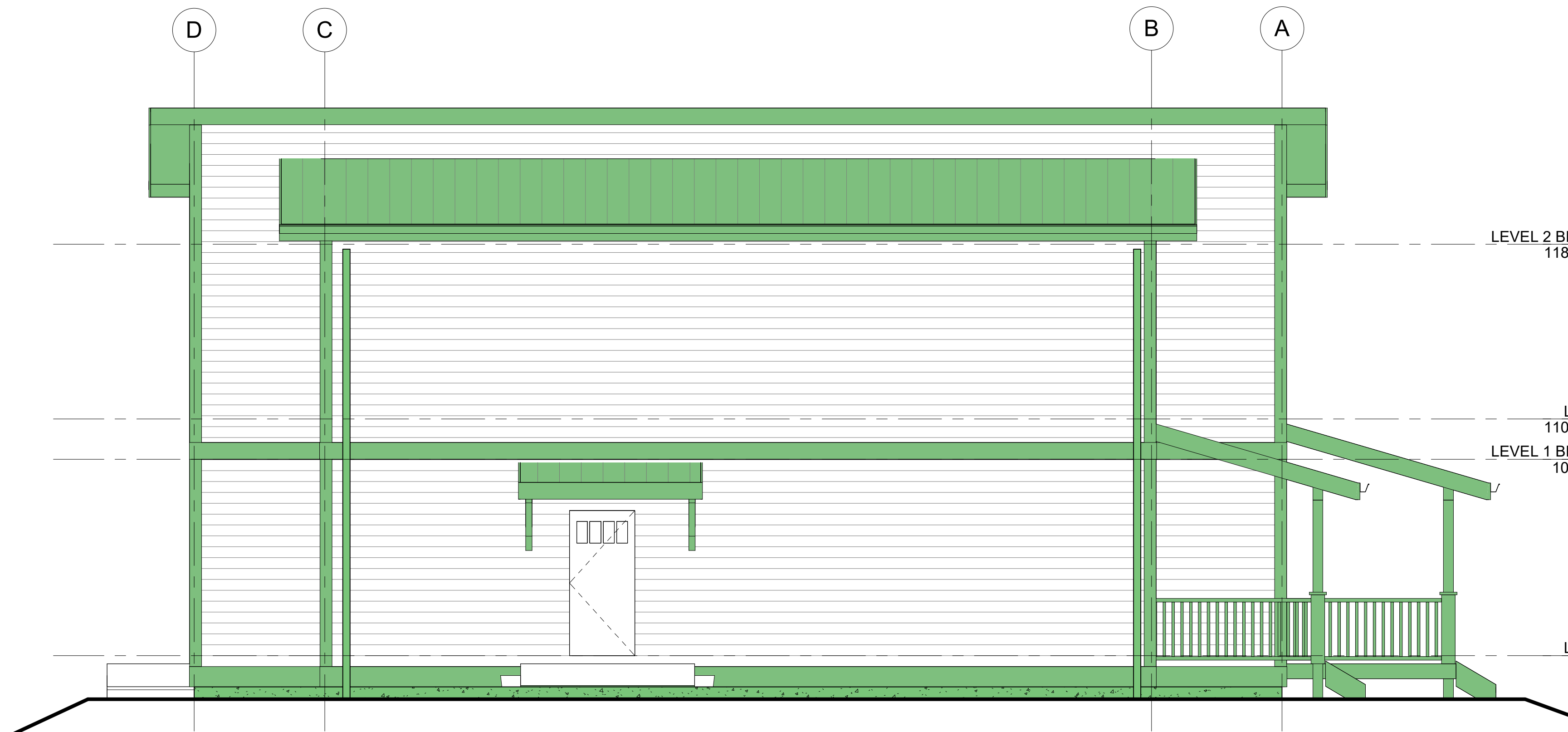
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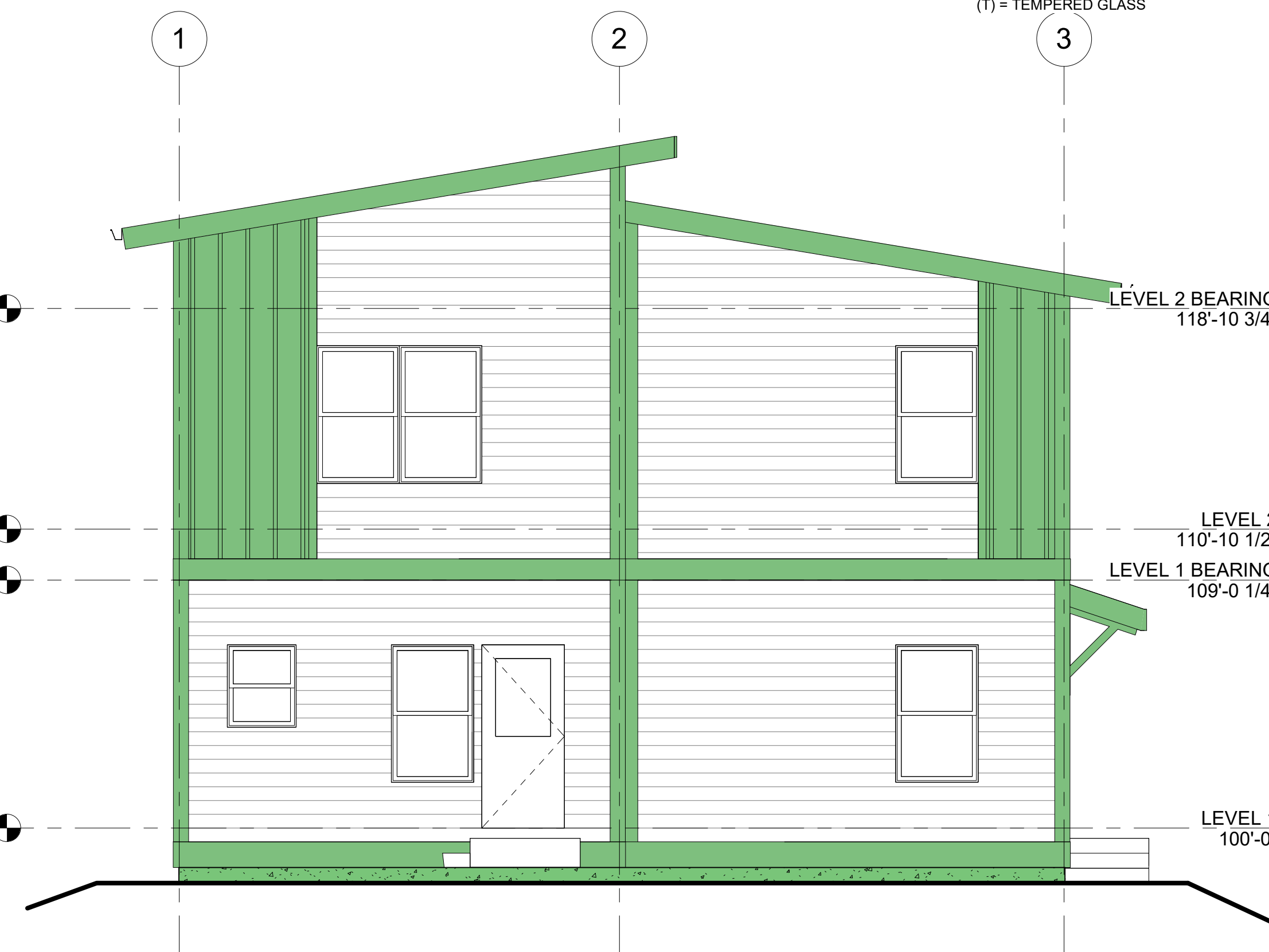
FLOOR PLANS  
**A101**





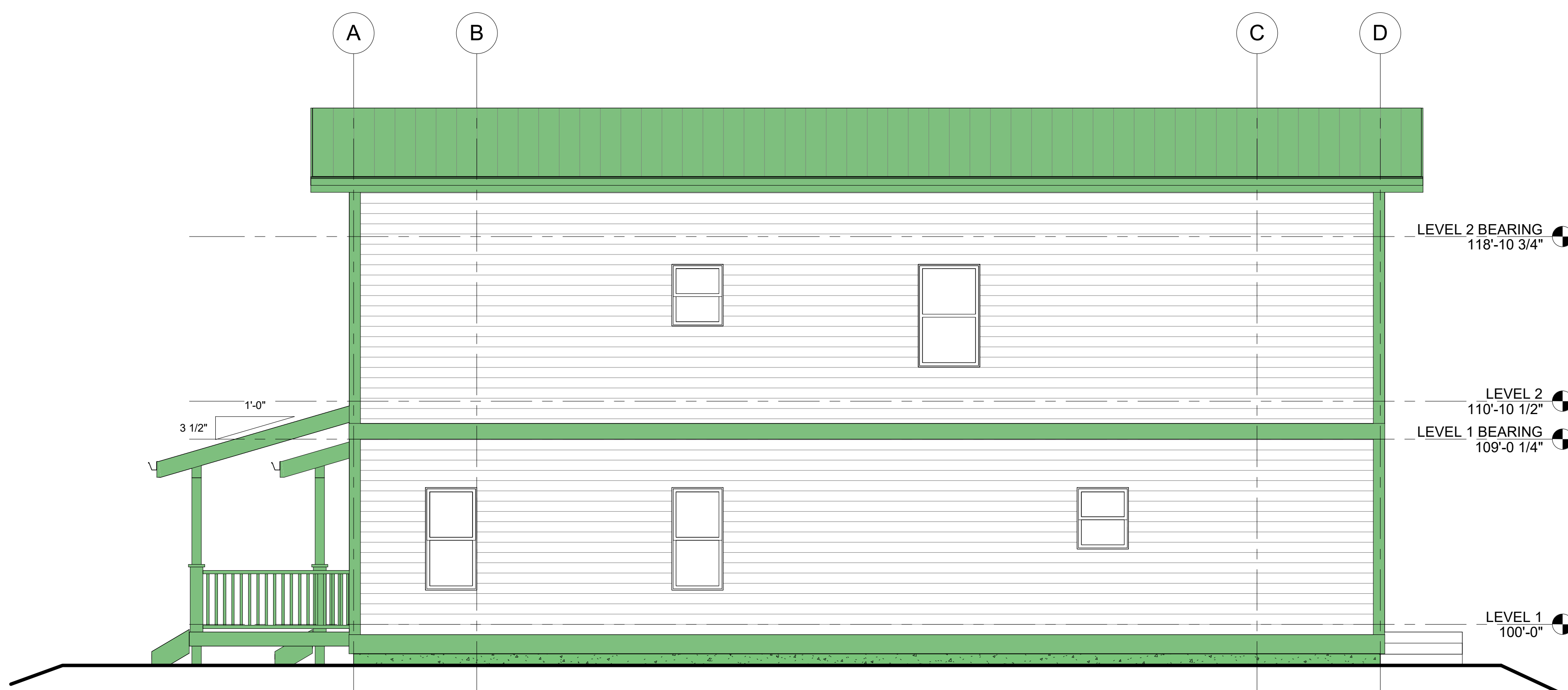
2 SIDE ELEVATION  
1/4" = 1'-0"

4 3 2 1 0 4 8  
SCALE: 1/4"=1'-0"



3 REAR ELEVATION  
1/4" = 1'-0"

4 3 2 1 0 4 8  
SCALE: 1/4"=1'-0"



4 SIDE ELEVATION  
1/4" = 1'-0"

4 3 2 1 0 4 8  
SCALE: 1/4"=1'-0"



1 FRONT ELEVATION  
1/4" = 1'-0"

4 3 2 1 0 4 8  
SCALE: 1/4"=1'-0"

INDICATES ITEMS WHICH  
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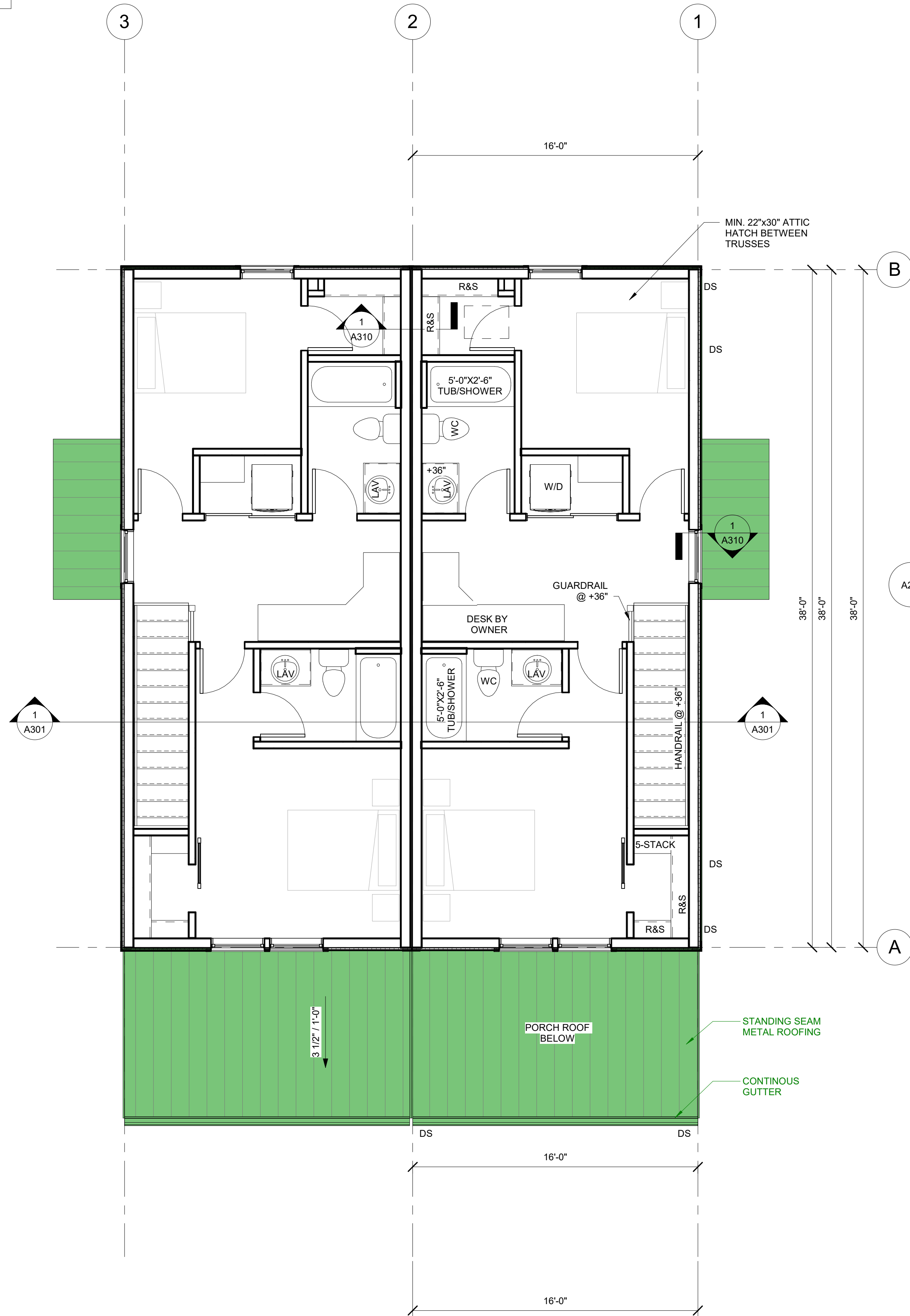
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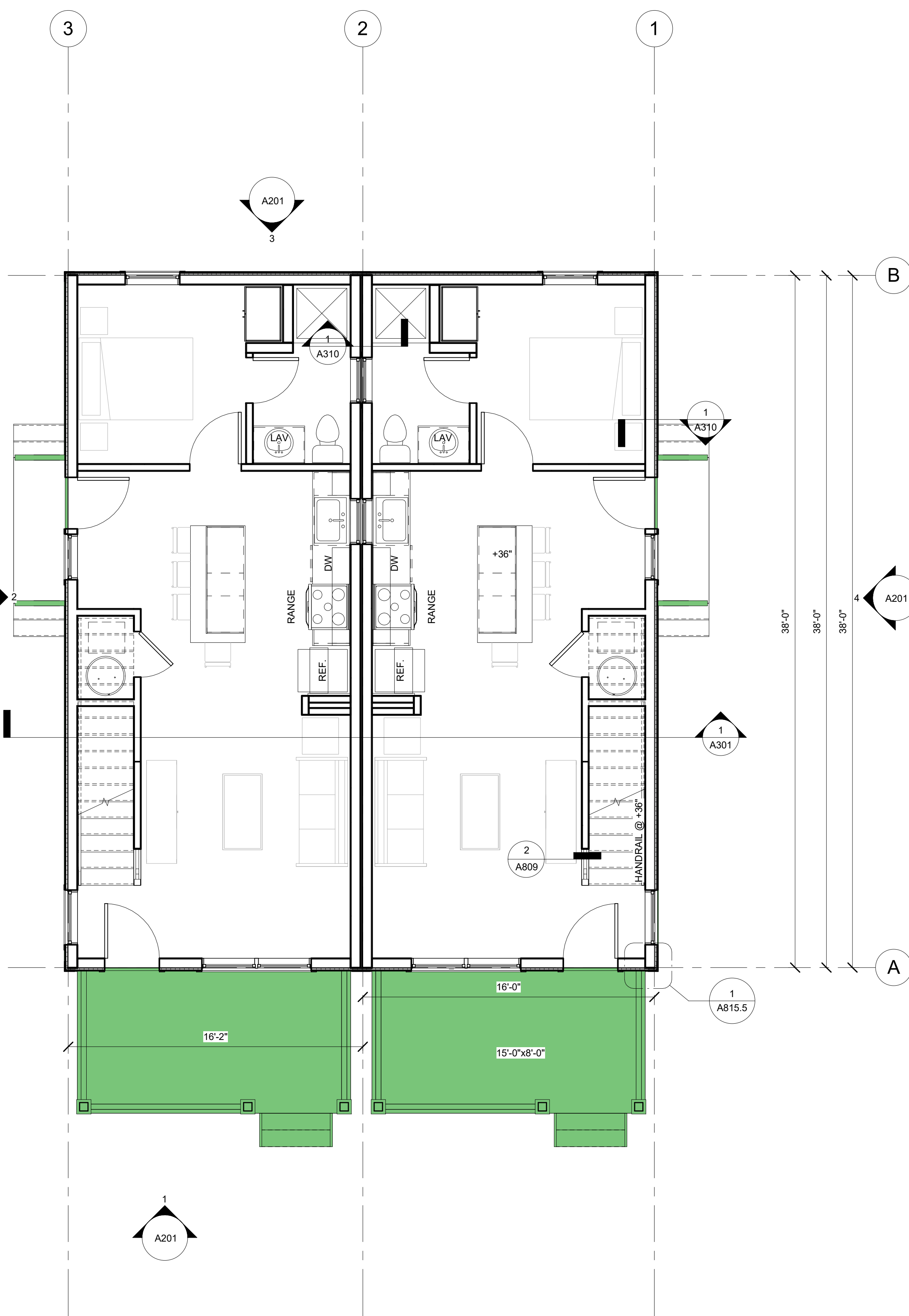
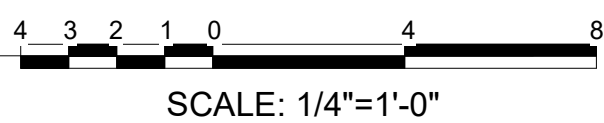
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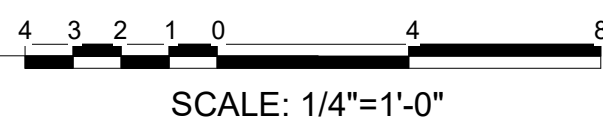
ELEVATIONS  
**A201**



2 FLOOR PLAN - LEVEL 2 (SHAVANO)  
1/4" = 1'-0"



1 FLOOR PLAN - LEVEL 1 (SHAVANO)  
1/4" = 1'-0"



## FLOOR PLAN NOTES

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**TELLURIDE RIDGWAY**  
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FLOOR PLANS  
**A101**



TELLURIDE RIDGWAY  
SHAVANO DUPLEX (FH)  
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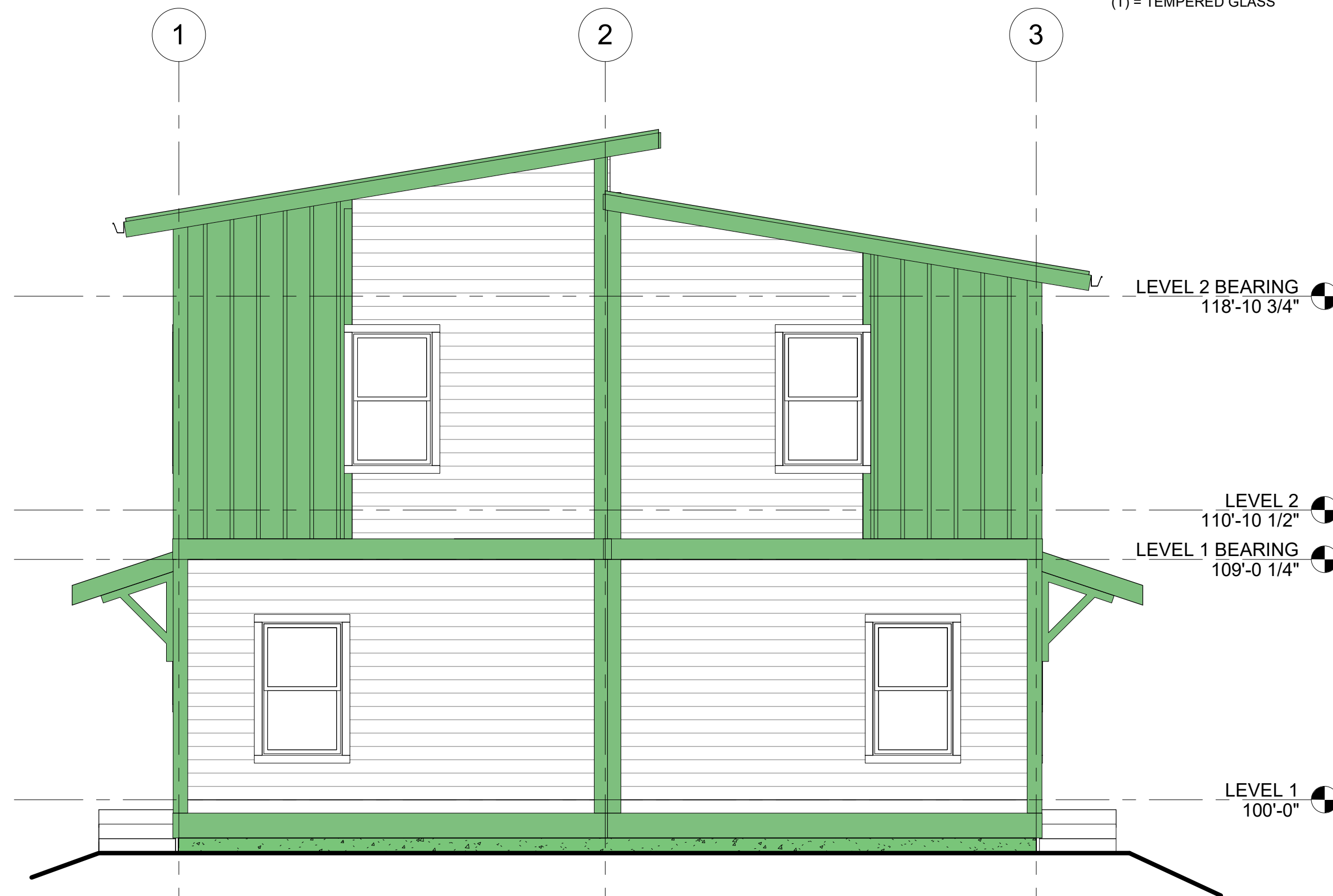
ELEVATIONS

A201

INDICATES ITEMS WHICH  
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(T) = TEMPERED GLASS



2 SIDE ELEVATION  
1/4" = 1'-0"



3 REAR ELEVATION  
1/4" = 1'-0"

4 3 2 1 0 4 8  
SCALE: 1/4"=1'-0"



4 SIDE ELEVATION  
1/4" = 1'-0"



1 FRONT ELEVATION  
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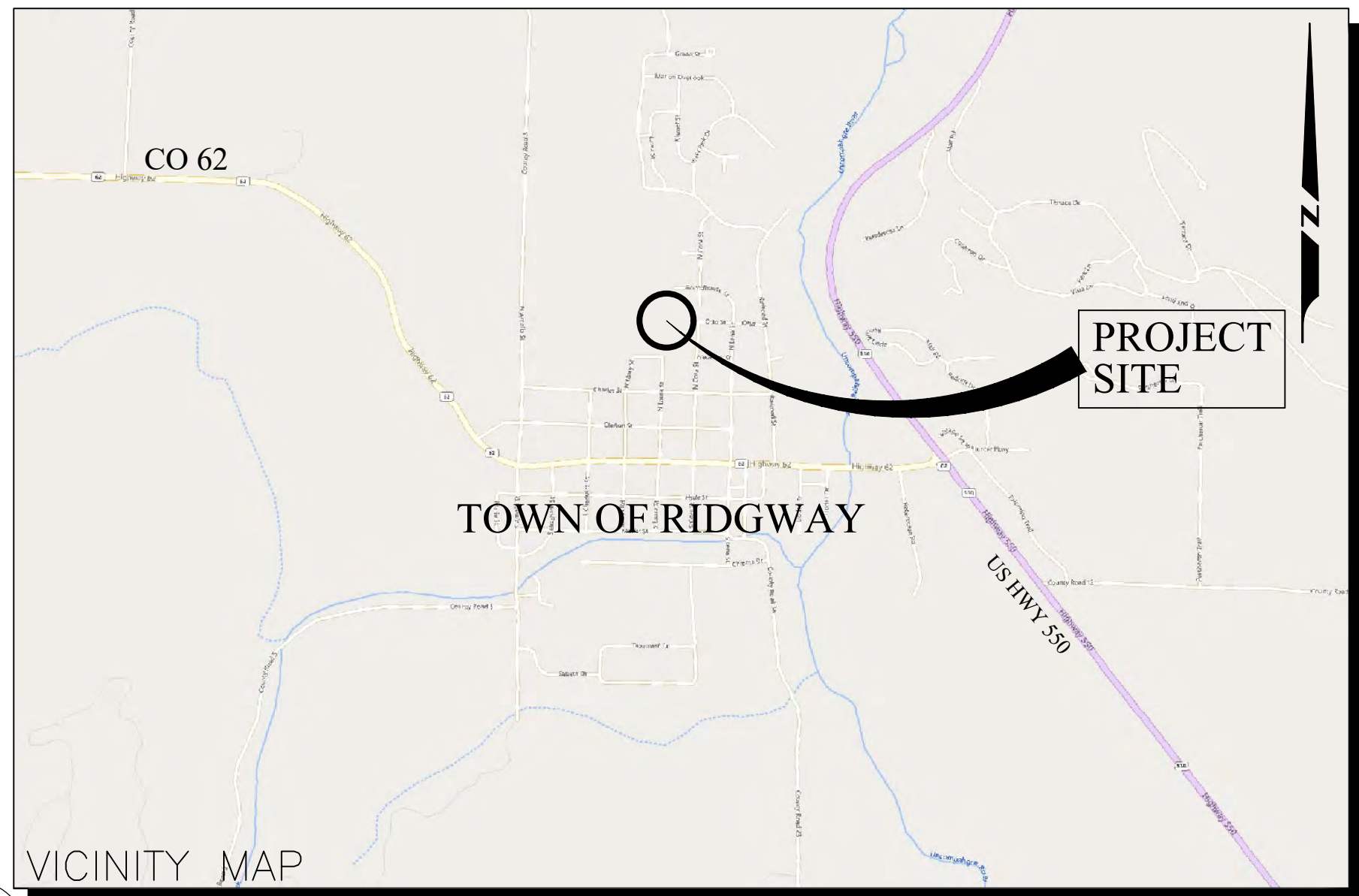
# YELLOW BRICK LANE TOWN OF RIDGWAY, COLORADO

PROJECT CONTACT LIST				
AGENCY	ROLE	NAME	PHONE	EMAIL
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GOFF ENGINEERING	PROJECT ENGINEER	ROB HARRIES	(970) 247-1705	rharries@goffengineering.com
TOWN OF RIDGWAY	PUBLIC WORKS DIRECTOR			
	INSPECTOR			
	ELECTRIC UTILITY			
	GAS UTILITY			
CENTURY LINK	TELECOMM UTILITY			
CONTRACTOR	PROJECT SUPERINTENDENT			
CONTRACTOR	PROJECT MANAGER			

## ABBREVIATION LEGEND

ABC	AGGREGATE BASE COURSE	L	LEFT
BOW	FINISH GROUND AT BASE OF WALL	LP	LOW POINT
BVCE	BEGINNING VERTICAL CURVE ELEVATION	LPEA	LA PLATA ELECTRIC ASSOCIATION
BVCS	BEGINNING VERTICAL CURVE STATION	LVC	LENGTH OF VERTICAL CURVE
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION	MAX	MAXIMUM
CEN	CENTER	MIN	MINIMUM
CL	CENTERLINE	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
CMP	CORRUGATED METAL PIPE	N	NORTHING
CP	CONTROL POINT	PC	POINT OF CURVATURE
DIA	DIAMETER	PE	POLYETHYLENE
DIP	DUCTILE IRON PIPE	PGL	PROFILE GRADE LINE
DWH	DRAINAGE MANHOLE	PI	POINT OF INTERSECTION
dso	MEDIAN STONE SIZE	PT	POINT OF TANGENCY
E	EASTING	PVI	POINT OF VERTICAL INTERSECTION
EG	EXISTING GROUND	R	RADIUS
ELEV	ELEVATION	RT	RIGHT
EOC	EDGE OF CONCRETE	RCP	REINFORCED CONCRETE PIPE
EOP	EDGE OF PAVEMENT	R/W	RIGHT-OF-WAY
ESMT	EASEMENT	SD	STORM DRAIN
EVCE	ENDING VERTICAL CURVE ELEVATION	SMPA	SAN MIGUEL POWER AUTHORITY
EVCS	ENDING VERTICAL CURVE STATION	SSMH	SANITARY SEWER MANHOLE
EX	EXISTING	SS	SANITARY SEWER
FES	FLARED END SECTION	STA	STATION
FG	FINISHED GROUND	TB	THRUST BLOCKING
FL	FLOW LINE	TBOC	TOP BACK OF CURB
FO	FIBER OPTIC	TEMP	TEMPORARY
FS	FINISHED SURFACE	TOR	TOWN OF RIDGWAY
GB	GRADE BREAK	TOW	TOW
HMA	HOT MIX ASPHALT	TP	TYPICAL
HP	HIGH POINT	W/P	WITH
INV	INVERT		
LC	LONG CHORD		




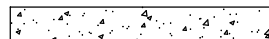


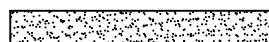













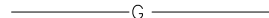













SHEET INDEX	
SHEET #	SHEET TITLE
G1.01	COVER SHEET
G1.02	CONSTRUCTION NOTES
G2.01	TYPICAL ROADWAY SECTIONS
G3.01	DETAILS (1)
G3.02	DETAILS (2)
G3.03	DETAILS (3)
RD0.00	EXISTING CONDITIONS
RD0.01	OVERVIEW PLAN
RD1.02	FREDERICK ST. PLAN & PROFILE
RD1.02	LAURA ST. PLAN & PROFILE
RD1.03	OTTO ST. PLAN & PROFILE
RD1.04	ALLEY PLAN & PROFILE
RD2.01	CROSS SECTIONS - FREDERICK ST
RD2.02	CROSS SECTIONS - LAURA ST
RD2.03	CROSS SECTIONS - OTTO ST
RD2.04	CROSS SECTIONS - ALLEY
SS1.01	SEWER A PLAN & PROFILE
SS1.02	SEWER B PLAN & PROFILE
SS1.03	EX. SEWER PLAN & PROFILE
SS1.04	EX. SS MAIN SERVICES & CUVERT PROFILES
W1.01	WATER A PLAN & PROFILE
W1.02	WATER B PLAN & PROFILE
W1.03	WATER C PLAN & PROFILE
SD1.01	STORM DRAIN B PLAN & PROFILE
UT1.01	UTILITY PLAN
SW1.01	STORMWATER MANAGEMENT PLAN



Know what's below.  
Call before you dig.

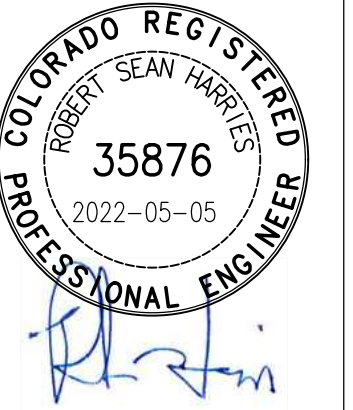
## Legend of Civil Features

Existing Features	
	WATER MAIN (SIZE NOTED)
	SEWER MAIN (SIZE NOTED)
	SEWER FORCEMAIN
	STORM CULVERT (SIZE NOTED)
	IRRIGATION
	UNDERGROUND POWER
	OVERHEAD POWER
	UNDERGROUND FIBER OPTIC
	UNDERGROUND TELECOMM
	OVERHEAD TV/TELE
	WATERCOURSE FLOWLINE
	UNDERGROUND GAS
	FENCE/GEOTEXTILE FABRIC
	PAVEMENT EDGE
	GRAVEL/DIRT ROAD
	RAILROAD TRACK
	GUARDRAIL
	ROCK WALL
	STRUCTURAL RETAINING WALL
	SAWCUT LINE
	STORM DRAIN CATEGORY
	CULVERT END SECTION
	INLET TYPE 'R'
	INLET GENERAL/AREA DRAIN
	INLET TYPE 'D'/TYPE 'C'
	STORMDRAIN MANHOLE
	ELECTRIC CATEGORY
	ELECTRIC TRANSMISSION TOWER
	TRANSFORMER
	ELECTRIC PEDESTAL/VAULT
	POWER MANHOLE
	ELECTRIC METER
	ELECTRIC OUTLET
	TRANSFORMER ON POLE
	POLE MOUNTED STREET LIGHT
	LUMINAIRE (MISC)
	UTILITY POLE
	UTILITY POLE ANCHOR
	TRAFFIC SIGNAL CATEGORY
	TRAFFIC SIGNAL POLE W/ MAST ARM
	TRAFFIC SIGNAL CONTROL PANEL
	PEDESTRIAN POLE
	GAS/OIL CATEGORY
	GAS WELLHEAD
	GAS VALVE
	GAS METER
	GAS VAULT/RISER
	PROPANE TANK
	WATER CATEGORY
	WATER MANHOLE - WELLHEAD
	BLOW OFF ASSEMBLY
	WATER METER
	FIRE HYDRANT
	WATER VALVE
	HOSE BIB / YARD HYDRANT
	PUMP
	SANITARY SEWER CATEGORY
	SEWER MANHOLE
	SEWER CLEANOUT
	SEPTIC TANK
	DITCH/WATERWAY CATEGORY
	CHECK DAM
	DIVERSION BOX
	FLUME
	FLOW GAUGE
	HEADGATE
	SPRING
	WETLAND AREA
	WATERWAY MISC (SEE NOTE)
	FENCE CATEGORY
	POST/BOLLARD
	FENCE GATE
	GEOLOGY CATEGORY
	TEST HOLE
	BOULDER
	MINE SHAFT
	ROADWAY CATEGORY
	GUARDRAIL END SECTION
	LANDSCAPE/CAMPING CATEGORY
	CONIFEROUS TREE (DIA. NOTED)
	DECIDUOUS TREE (DIA. NOTED)
	SHRUB/VEGETATION LIMIT
	SWING SET
	TEETER TOTTER
	JUNGLE GYM
	BENCH/TABLE
	GRILL/FIRE RING
	SPRINKLER HEAD
	IRRIGATION VALVE
	MISCELLANEOUS TOPO CATEGORY
	WASTE SITE/GRAVE
	ARCH SITE/AREA OF CONCERN
	MISC.POINT (SEE DESCRIPTION)
	CAMPSITE
	MAILBOX
	RAILROAD CATEGORY
	RR SIGN/SIGNAL/SWITCH

PROPOSED FEATURES					
	ASPHALT SURFACING		WATER METER		STORM INLET (TYPE 16)
	CONCRETE SURFACING		FIRE HYDRANT		STORM INLET (TYPE R)
	GRAVEL SURFACING		WATER VALVE		STORM INLET (TYPE D)
	RIP-RAP SURFACING		BEND FITTING & THRUST BLOCK		STORM INLET (TYPE C)
	SEWER MAIN (SIZE NOTED)		CURB STOP		
	STORM DRAIN CULVERT		FINISHED GRADE		
	WATER MAIN		STREET SIGN		
	SEWER FORCEMAIN		STORM MANHOLE		
	GAS LINE		CLEANOUT		
	LIMITS OF GRADING		SEWER MANHOLE		DETAIL # SHEET #
Existing Features	Proposed Features	SURVEY LINE TYPES			
		CENTERLINE			
		LOTLINE			
		RIGHT OF WAY			
		EASEMENT			
		PARCEL BOUNDARY			

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YELLOW BRICK LANE  
TOWN OF RIDGWAY, CO  
COVER SHEET

Issue Record:  
PRELIMINARY REVIEW 05-05-2022

Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

Sheet

G1.01



g:\2021\21-160\_ridgway affordable housing\cad\sheets\g1.02 construction notes.dwg DATE:5/5/2022 12:00 PM USER:ENGLISH PLOT SCALE=1:1

PROJECT GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE PER TOWN OF RIDGWAY'S STANDARD SPECIFICATION AND TYPICAL DRAWINGS FOR INFRASTRUCTURE CONSTRUCTION – JUNE 2020, WITH ANY ADDENDA ADOPTED THEREAFTER TO DATE OF PRELIMINARY PLAT APPROVAL. (HEREAFTER STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED)

GENERAL WATER NOTES:

1. ALL EQUIPMENT, MATERIALS, INSTALLATION, TESTING, AND INSPECTIONS SHALL BE IN ACCORDANCE TO THESE PLANS, THE LATEST EDITION OF THE TOWN OF RIDGWAY'S STANDARD SPECIFICATIONS (SECTION 02712 – WATER SYSTEM – MINIMUM DESIGN STANDARDS & SECTION 02713 – WATER SYSTEM CONSTRUCTION), AS WELL AS COLORADO DEPARTMENT OF HEALTH STANDARDS.
2. ALL FITTINGS SHALL BE FLANGE END.
3. ALL GATE VALES SHALL BE FLANGE BY MECHANICAL JOINT.

GENERAL SEWER NOTES:

1. ALL EQUIPMENT, MATERIALS, INSTALLATION, TESTING, AND INSPECTIONS SHALL BE IN ACCORDANCE TO THESE PLANS, THE LATEST EDITION OF THE TOWN OF RIDGWAY'S STANDARD SPECIFICATIONS (SECTION 02722 – SEWER SYSTEM – MINIMUM DESIGN STANDARDS & SECTION 02733 – SEWER SYSTEM CONSTRUCTION), AS WELL AS COLORADO DEPARTMENT OF HEALTH STANDARDS.

GRADING AND SITE PREPARATION

1. ALL EQUIPMENT, MATERIALS, INSTALLATION, TESTING, AND INSPECTIONS SHALL BE IN ACCORDANCE WITH THESE PLANS, THE LATEST EDITION OF THE TOWN OF RIDGWAY'S STANDARD SPECIFICATIONS (SECTION 02200 –EXCAVATION, BACKFILL, AND COMPACTION).

STORM WATER MANAGEMENT NOTES:

1. ALL EQUIPMENT, MATERIALS, INSTALLATION, TESTING, AND INSPECTIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TOWN OF RIDGWAY'S STORMWATER STANDARDS – SEPTEMBER 2020, AS AMENDED.
2. STORM CULVERTS TO BE ADS–N12 O.A.E.

ROADWAY SURFACING NOTES:

1. THE FOLLOWING APPLICATION RATES WERE USED FOR DEVELOPING THE APPROXIMATE PLAN QUANTITIES:
- AGGREGATE BASE COURSE (ABC) – 133 POUNDS PER CUBIC FOOT

TESTING AND INSPECTION REQUIREMENTS

1. ALL TESTING AND INSPECTIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TOWN OF RIDGWAY'S STANDARD SPECIFICATIONS.

GEOTECHNICAL

1. "GEOTECHNICAL STUDY FOR YELLOW BRICK LANE HOUSING" BY CESARE INC. JANUARY 17, 2022 IS CONSIDERED A PART OF THE PROJECT CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL REVIEW AND ADHERE TO ALL CONDITIONS AND REQUIREMENTS CONTAINED THEREIN.

SUMMARY OF APPROXIMATE QUANTITIES

ITEM NO.	CONTRACT ITEM	UNIT	PLAN
GENERAL ITEMS			
G01	POTHOLING	HR	8
G02	FLOWABLE FILL (ESTIMATE)	CY	10
SITE PREPARATION ITEMS			
SP01	SAWCUT EXISTING CONCRETE PAVEMENT (~6" DEPTH)	LF	275.0
SP02	CLEARING & GRUBBING	AC	1.0
SP03	UNCLASSIFIED EXCAVATION (CIP VOLUME)	CY	1,510
SP04	SUBGRADE PREPARATION AND COMPACTION	SY	4,920
ROADWAY ITEMS			
R01	AGGREGATE BASE COURSE CLASS 2 (CIP VOLUME)	CY	670
R02	AGGREGATE BASE COURSE CLASS 6 (CIP VOLUME)	CY	1,130
R03	CURB & GUTTER (STANDARD)	LF	1,350
STORM DRAINAGE ITEMS			
SD01	18 INCH RCP PIPE (INCL. TRENCHING, BEDDING, BACKFILL)	LF	210
SD02	CONNECT TO EXISTING STORM STRUCTURE	EA	1
SD03	OUTLET CONTROL STRUCTURE	EA	1
POTABLE WATER ITEMS			
W01	8" C-900 PVC (DR-18) WATER MAIN (INCL. TRENCH, BED, BACKFILL)	LF	880
W02	8" GATE VALVE (INCL. RMJ FITTINGS AND T. BLOCK)	EA	5
W03	6"x8" REDUCER FITTING (INCL. RMJ FITTINGS AND T. BLOCK)	EA	2
W04	8" BEND FITTING (INCL. RMJ FITTINGS)	EA	1
W05	8" TEE FITTING (INCL. RMJ FITTINGS AND T. BLOCK)	EA	2
W06	1 INCH WATER SERVICE (INCL. TAP, CORP & CURB STOP, SVC. LINE)	EA	14
W07	CONNECT TO EXISTING WATER MAIN	EA	2
W08	FIRE HYDRANT (COMPLETE WITH APPURTENANCES)	EA	1
W09	8" CAP END FITTING (INCL. RMJ FITTINGS AND T. BLOCK)	EA	2
W10	SYSTEM DISINFECTION AND PRESSURE TESTING	LS	1
SANITARY SEWER ITEMS			
SS01	8" SDR-35 PVC SEWER MAIN (INCL. TRENCH, BED, BACKFILL)	LF	610
SS02	4" SDR-35 PVC SEWER SERVICE (INCL. TRENC, BED, BACKFILL)	LF	905
SS03	CONCRETE MANHOLE, 48" DIA (10'-15')	EA	4
SS04	4" SDR-35 SEWER SERVICE TAP	EA	14
SS05	CONNECT TO EXISTING SEWER MANHOLE	EA	1
LANDSCAPING AND EROSION CONTROL ITEMS			
SL01	STOCKPILED TOPSOIL	CY	310
SL02	SWEEPING (SEDIMENT REMOVAL)	HR	8
SL03	EROSION LOG (12 INCH)	LF	200
SL04	EROSION BALES (WEED FREE)	EA	20
SL05	SILT FENCE	LF	500
SL06	GRAVEL BAG	EA	20
SL07	CONCRETE WASHOUT STRUCTURE	EA	1
SL08	STORM DRAIN INLET PROTECTION	EA	2
SL09	ROCK CHECK DAM	LF	5
SL10	VEHICLE TRACKING PAD	EA	1
SL11	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HR	8
SL12	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HR	8
SL13	PROCUREMENT AND ADMINISTRATION OF SWMP	LS	1
SL14	EROSION CONTROL SUPERVISOR	HR	24
SL15	HYDROSEEDING (UPLAND SEED MIX) (INCL. HYDROMULCHING)	AC	0.5

MATERIAL QUANTITY NOTES:

1. SUMMARY OF APPROXIMATE QUANTITIES IS FURNISHED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR REVIEWING CONTRACT DOCUMENTS AND DEVELOPING MATERIAL QUANTITIES AS A BASIS FOR BID PRICING.
2. AUTOCAD DRAWINGS AND DIGITAL TERRAIN MODELS WILL BE FURNISHED TO CONTRACTOR AS REQUESTED TO FACILITATE DEVELOPING MATERIAL QUANTITY TAKEOFF AND SURVEY LAYOUT

ADDITIONAL SAQ FOR FREDRICK STREET EXTENSION

ITEM NO.	CONTRACT ITEM	UNIT	PLAN
GENERAL ITEMS			
G01	POTHOLING	HR	4
G02	FLOWABLE FILL (ESTIMATE)	CY	10
SITE PREPARATION ITEMS			
SP02	CLEARING & GRUBBING	AC	0.3
SP03	UNCLASSIFIED EXCAVATION (CIP VOLUME)	CY	425
SP04	SUBGRADE PREPARATION AND COMPACTION	SY	1,000
ROADWAY ITEMS			
R01	AGGREGATE BASE COURSE CLASS 2 (CIP VOLUME)	CY	200
R02	AGGREGATE BASE COURSE CLASS 6 (CIP VOLUME)	CY	100
R03	CURB & GUTTER (STANDARD)	LF	300
STORM DRAINAGE ITEMS			
SD01	18 INCH RCP PIPE (INCL. TRENCHING, BEDDING, BACKFILL)	LF	75
POTABLE WATER ITEMS			
W01	8" C-900 PVC (DR-18) WATER MAIN (INCL. TRENCH, BED, BACKFILL)	LF	250
W02	8" GATE VALVE (INCL. RMJ FITTINGS AND T. BLOCK)	EA	3
W03	6"x8" REDUCER FITTING (INCL. RMJ FITTINGS AND T. BLOCK)	EA	2
W05	8" TEE FITTING (INCL. RMJ FITTINGS AND T. BLOCK)	EA	1
W07	CONNECT TO EXISTING WATER MAIN	EA	1
W10	SYSTEM DISINFECTION AND PRESSURE TESTING	LS	1

MATERIAL QUANTITIES TO BE UPDATED  
FOLLOWING TOWN OF RIDGWAY'S  
APPROVAL OF CONSTRUCTION PLANS.



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YELLOW BRICK LANE  
TOWN OF RIDGWAY, CO  
CONSTRUCTION NOTES

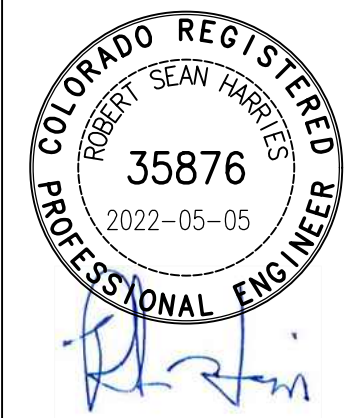
Issue Record:  
PRELIMINARY REVIEW 05-05-2022

Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

Sheet

G1.02



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YELLOW BRICK LANE  
TOWN OF RIDGWAY, CO  
TYPICAL ROADWAY SECTIONS

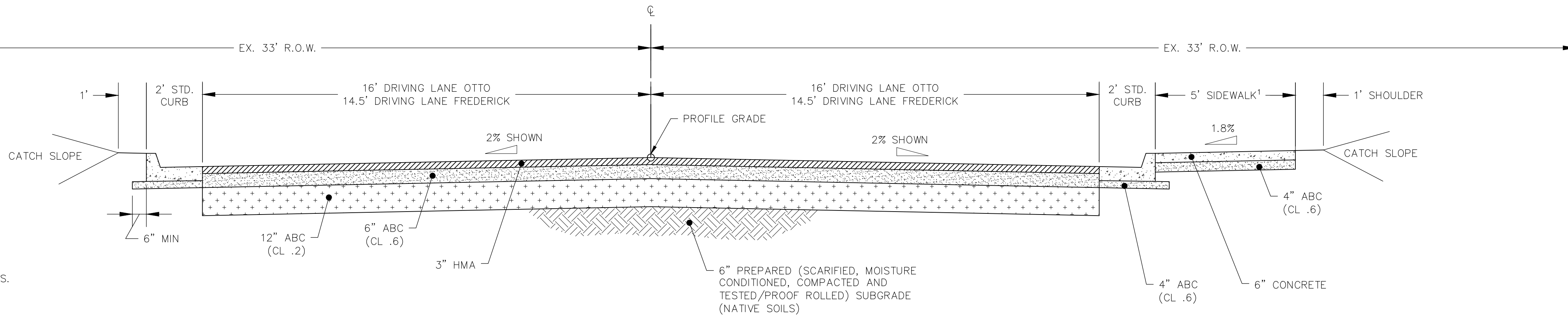
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PRELIMINARY REVIEW 05-05-2022

Revisions:

Project Number: 21-160  
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Designed by: RSH  
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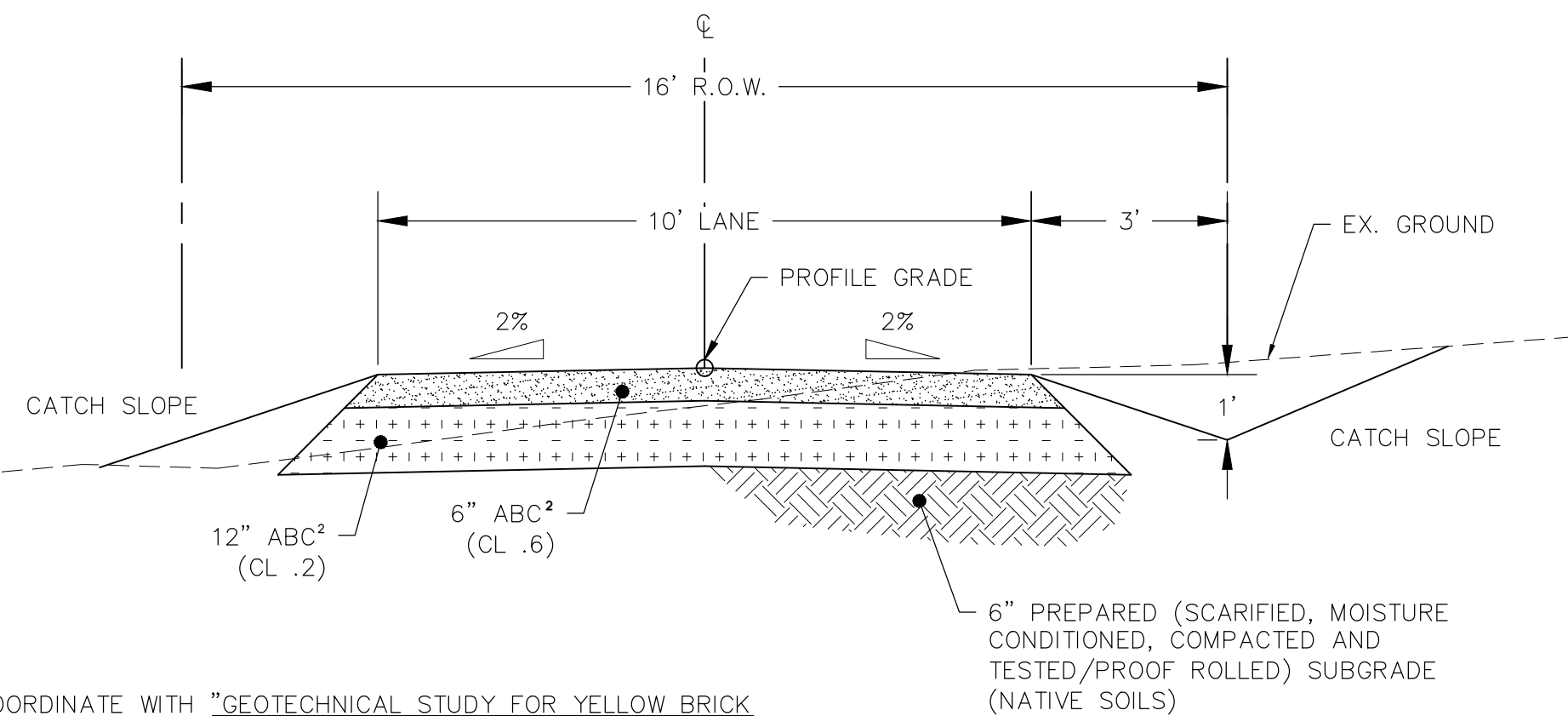
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G2.01

OTTO & FREDERICK STREETS  
ROAD SECTION



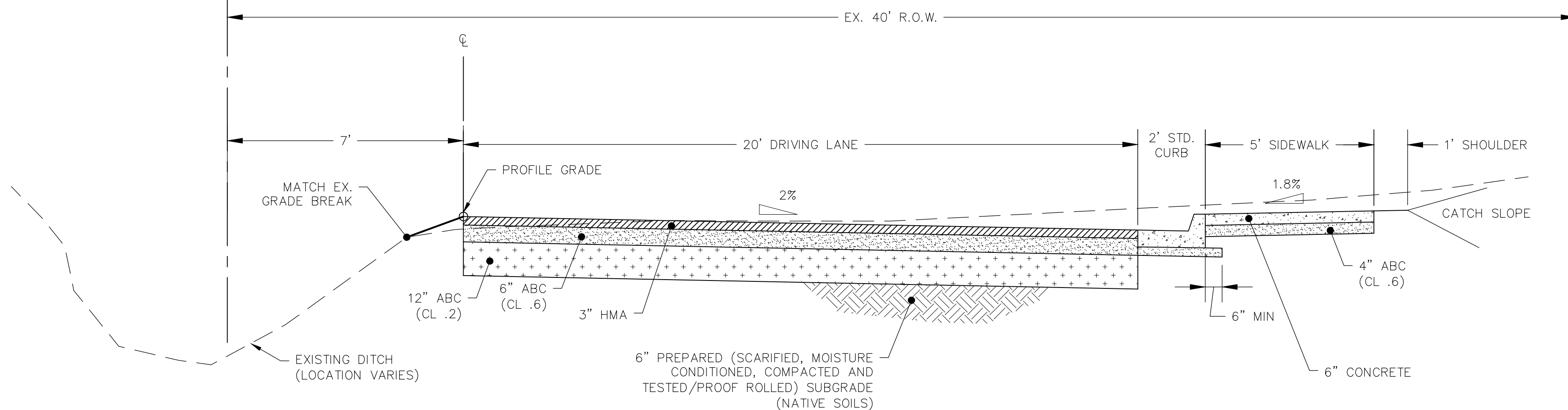
- NOTES:
1. REFER TO ROAD PLANS FOR SIDEWALK TERMINATION LOCATIONS.
  2. COORDINATE WITH "GEOTECHNICAL STUDY FOR YELLOW BRICK LANE HOUSING" BY CESARE INC. JANUARY 17, 2022. FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
  3. REFER TO CROSS SECTIONS FOR DAYLIGHT SLOPES.
  4. ALL SECTIONS SHALL INCLUDE 6" PREPARED SUBGRADE.

ALLEY ROAD SECTION



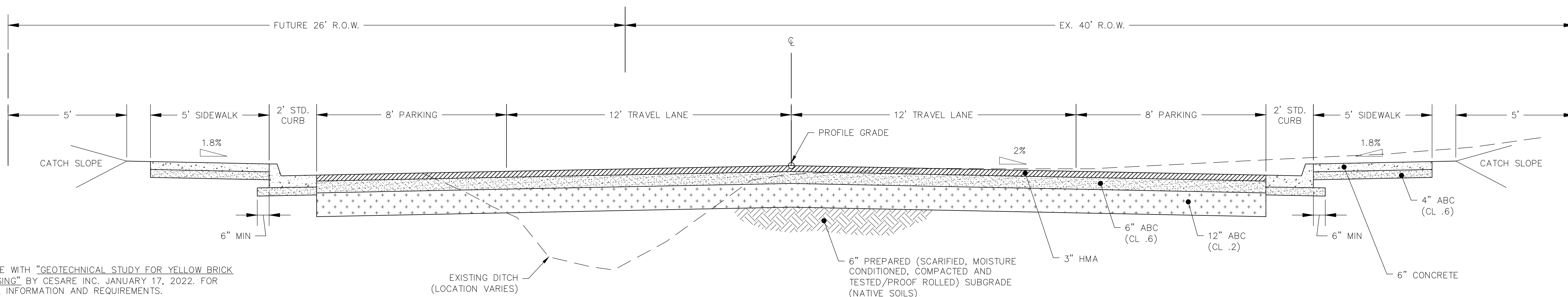
- NOTES:
1. COORDINATE WITH "GEOTECHNICAL STUDY FOR YELLOW BRICK LANE HOUSING" BY CESARE INC. JANUARY 17, 2022. FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
  2. REFER TO CROSS SECTIONS FOR DAYLIGHT SLOPES.

LAURA STREET SECTION  
(TEMPORARY STREET)



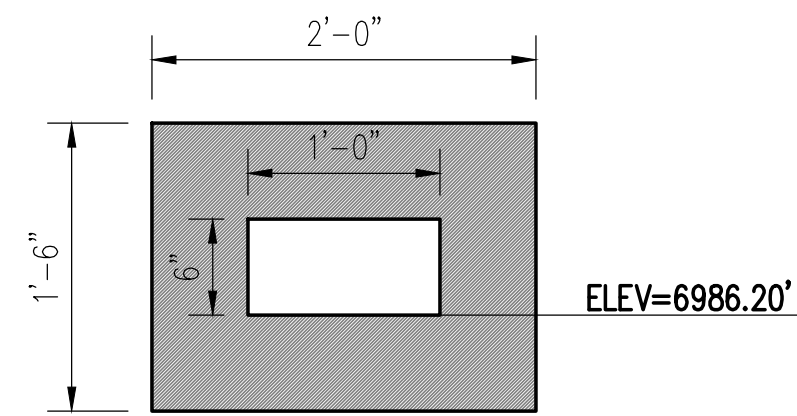
- NOTES:
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  2. REFER TO CROSS SECTIONS FOR DAYLIGHT SLOPES.
  3. ALL SECTIONS SHALL INCLUDE 6" PREPARED SUBGRADE.

LAURA STREET SECTION  
(POTENTIAL FUTURE CONDITION)



- NOTES:
1. COORDINATE WITH "GEOTECHNICAL STUDY FOR YELLOW BRICK LANE HOUSING" BY CESARE INC. JANUARY 17, 2022. FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
  2. REFER TO CROSS SECTIONS FOR DAYLIGHT SLOPES.
  3. ALL SECTIONS SHALL INCLUDE 6" PREPARED SUBGRADE.

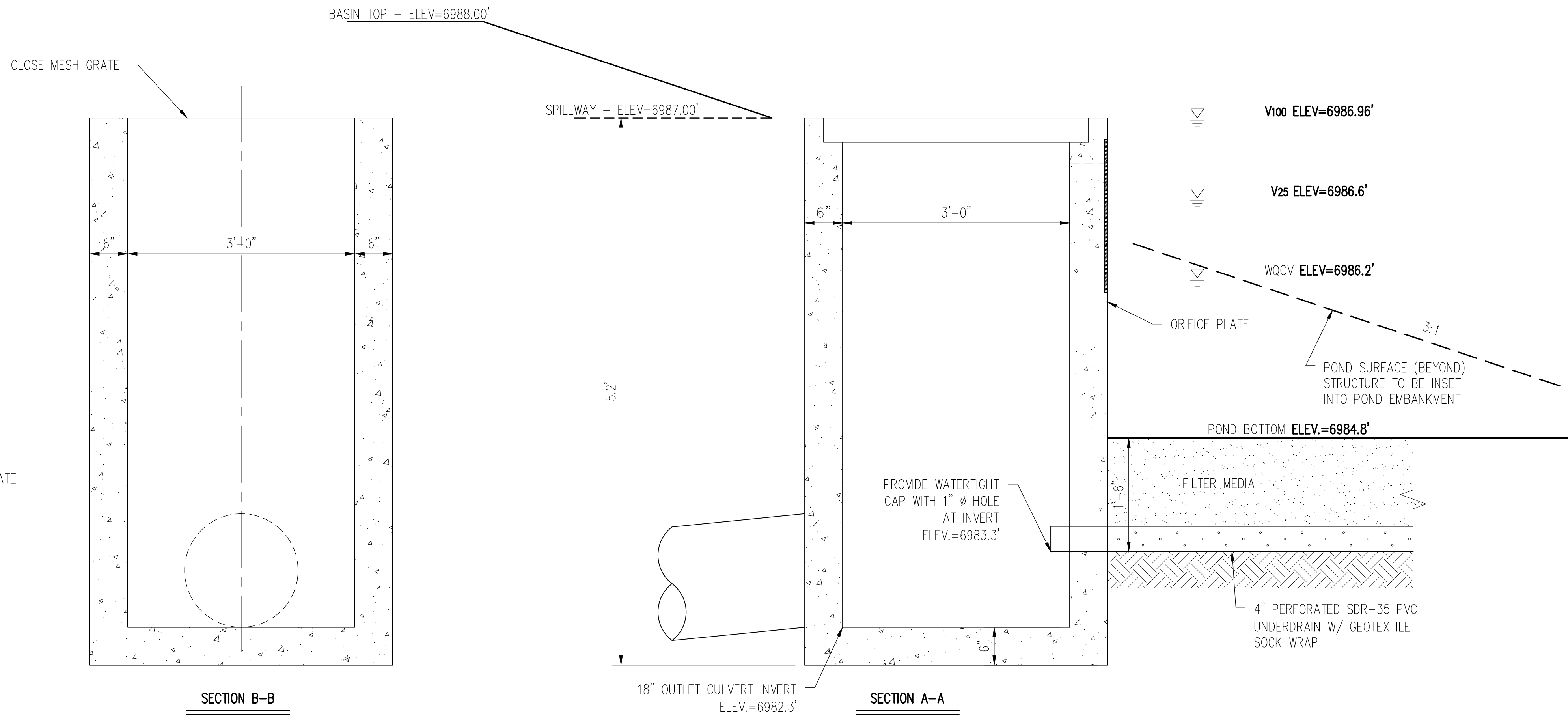




ORIFICE PLATE

**CONSTRUCTION NOTES:**

1. INLET STRUCTURE TO BE "TYPE C" REINFORCED CONCRETE PER CDOT STANDARD PLAN M-604-10
2. INLET GRATE TO BE "CLOSE MESH GRATE" PER CDOT STD PLAN M-604-10
3. ORIFICE PLATE TO BE 3/8" x 18" STEEL PLATE.
4. SAND FILTER MEDIA TO BE CONCRETE SAND, CRUSHER FINES, OR AS APPROVED BY ENGINEER.



SECTION B-B

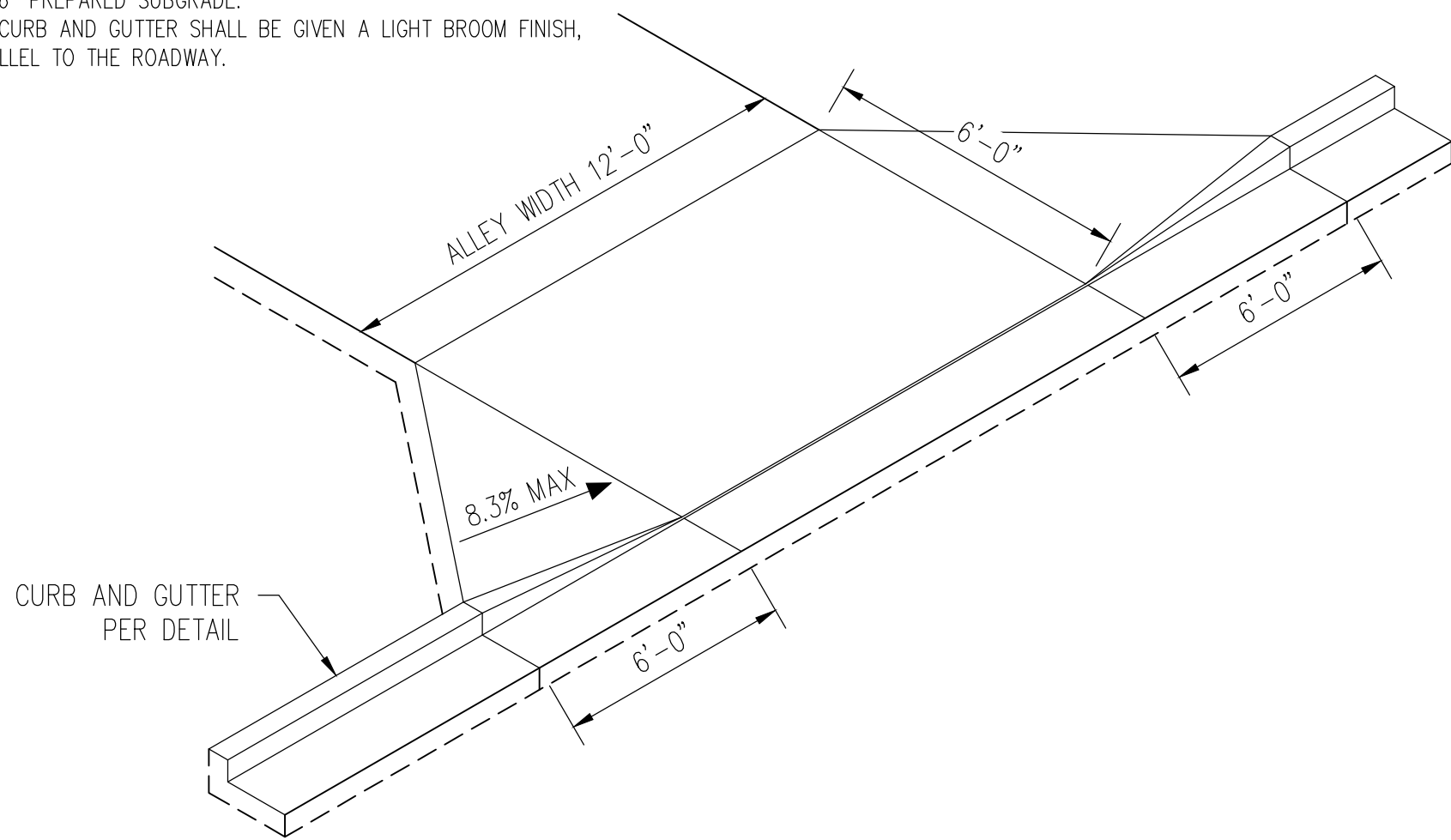
SECTION A-A

PLAN VIEW

SAND FILTER WATER QUALITY TREATMENT FACILITY

N.T.S.		SAND FILTER WATER QUALITY TREATMENT FACILITY				1							
		2			3			4					
N.T.S.		SPILLWAY SECTION		N.T.S.		DRAINAGE SWALE		N.T.S.		RUNDOWN SECTION		4	

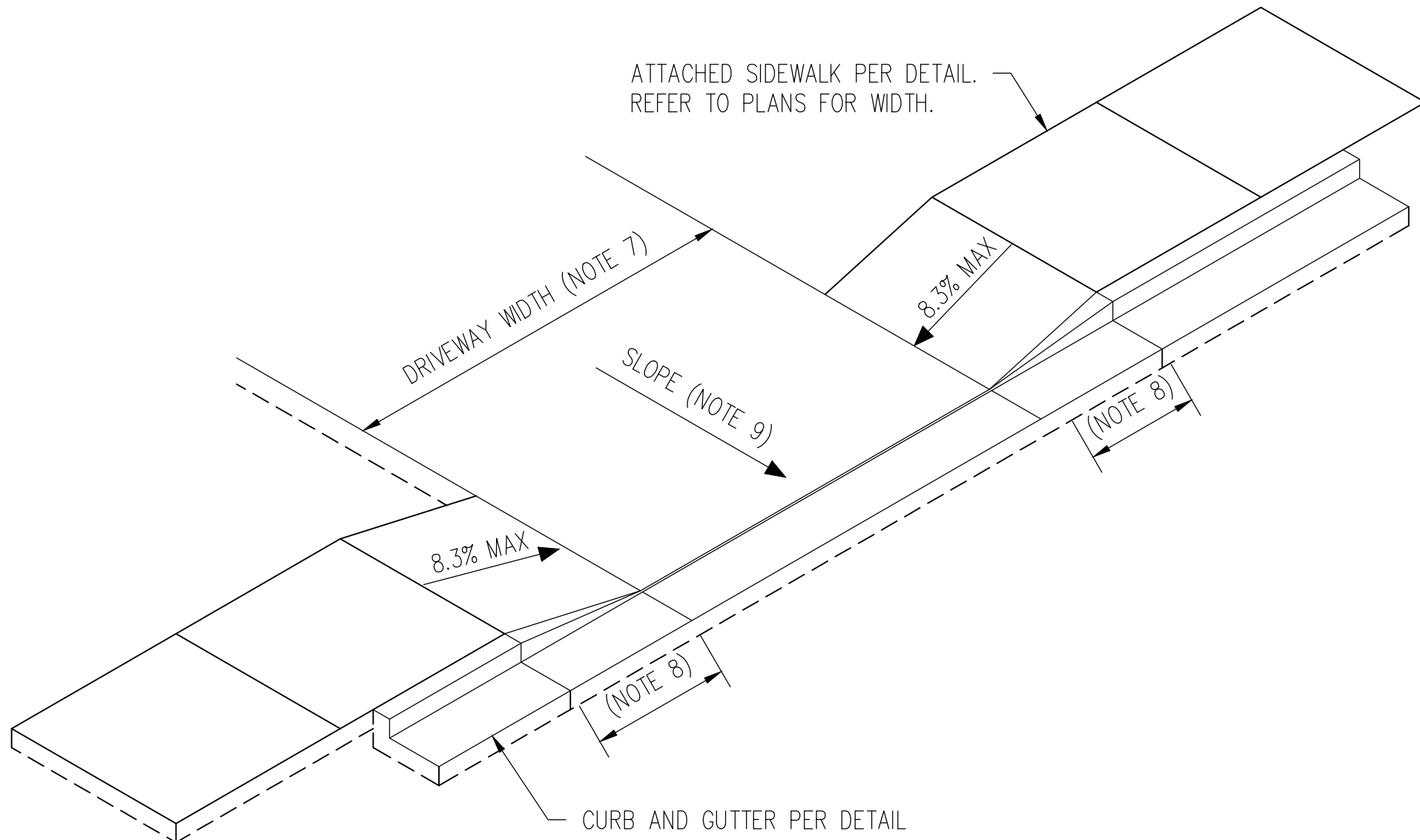
- NOTES:
1. ALL CONCRETE SUBJECT TO VEHICLE LOADING SHALL BE 6" THICK.
  2. ALL AREAS UNDER DRIVE APRON SHALL HAVE 6" CLASS 6 AGGREGATE BASE COURSE, 12" CLASS 2 AGGREGATE BASE COURSE AND 6" PREPARED SUBGRADE.
  3. NEW CURB AND GUTTER SHALL BE GIVEN A LIGHT BROOM FINISH, PARALLEL TO THE ROADWAY.



N.T.S. ALLEY CURB CUT DETAIL

1

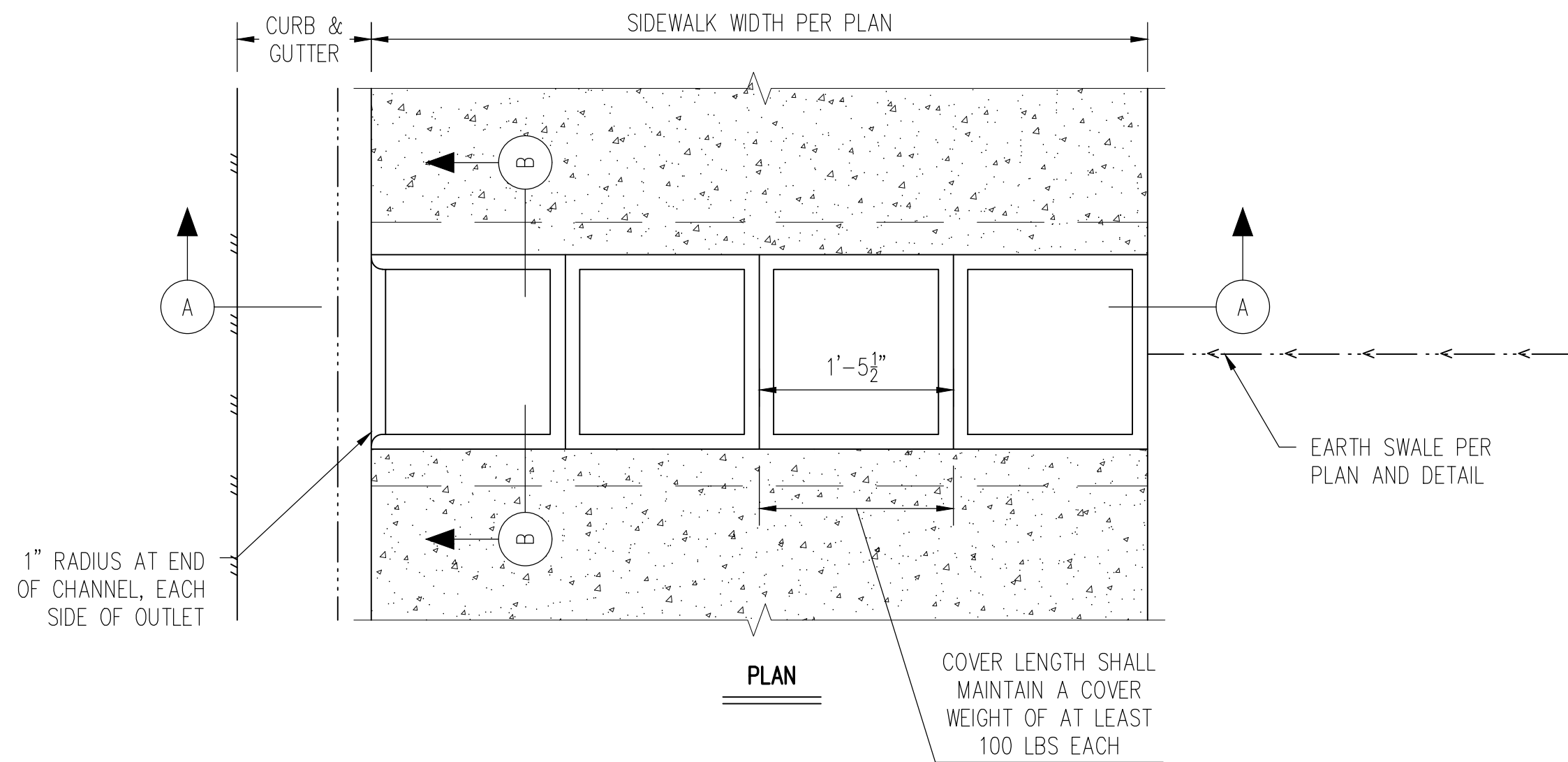
ATTACHED SIDEWALK PER DETAIL.  
REFER TO PLANS FOR WIDTH.



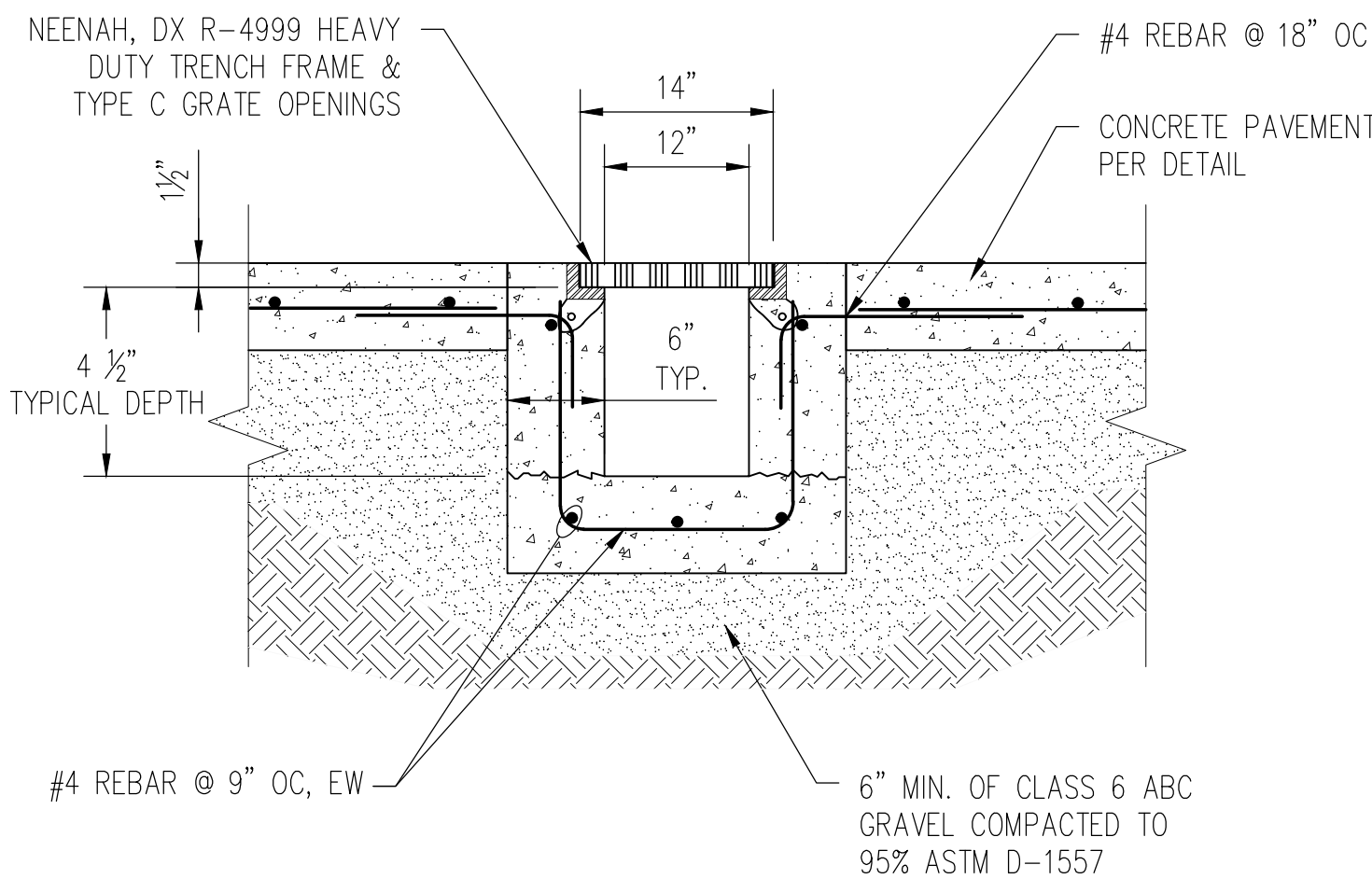
N.T.S.

COD DRIVEWAY OR ALLEY CURB CUT

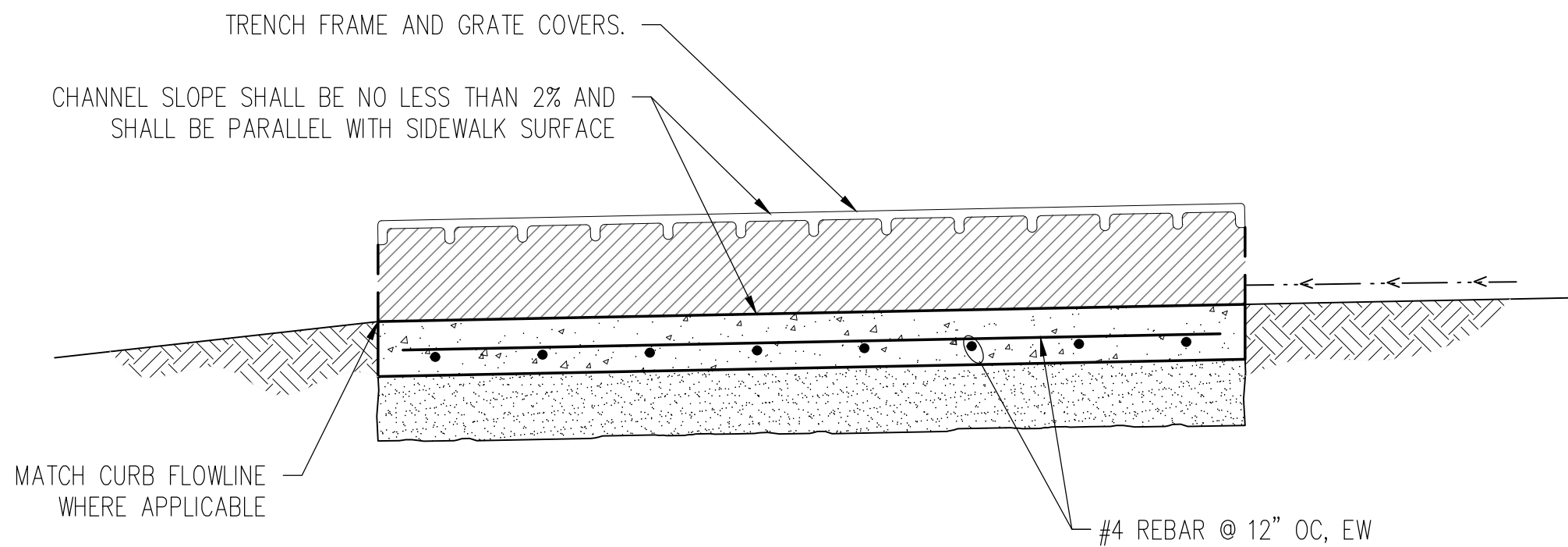
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- NOTES:
1. WALLS OF TRENCH DRAIN MAY BE POURED MONOLITHICALLY WITH PAVEMENTS.
  2. TRENCH DRAIN WIDTH VARIES, REFER TO PLAN SHEETS.



SECTION B-B



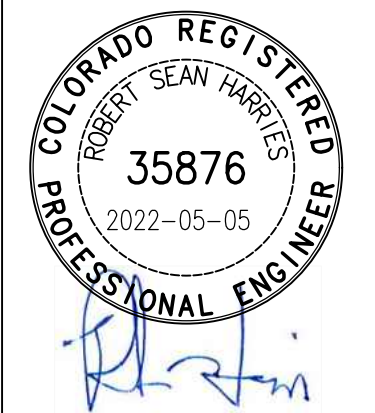
N.T.S.

SIDEWALK CHASE

2

- NOTES:
1. ALL CONCRETE SUBJECT TO VEHICLE LOADING SHALL BE 6-IN THICK.
  2. ALL AREAS UNDER DRIVE APRON SHALL HAVE 6-IN CLASS 6 AGGREGATE BASE COURSE.
  3. FOR CONSTRUCTION AGAINST EXISTING ROADWAY, ASPHALT IS TO BE CLEANLY SAWCUT 2-FT (MIN) FROM LIP OF GUTTER AND PATCHED WITH 5-IN OF HMA.
  4. REPLACEMENT SIDEWALK SHALL BE JOINTED AND SURFACED TO MATCH ANY EXISTING ADJACENT SIDEWALK.
  5. NEW SIDEWALK SHALL BE GIVEN A LIGHT BROOM FINISH, PERPENDICULAR TO THE DRIVEWAY.
  6. NEW CURB AND GUTTER SHALL BE GIVEN A LIGHT BROOM FINISH, PARALLEL TO THE ROADWAY.
  7. DRIVEWAY WIDTH IS DEPENDENT ON LOT WIDTH FRONTING THE ROADWAY:  
RESIDENTIAL:  
LOT WIDTH < 50-FT" 12-FT MAX  
LOT WIDTH > 50-FT: 16-FT MAX  
COMMERCIAL ACCESS: 24-FT MAX
  8. RAMP LENGTH IS DEPENDENT UPON THE RAMP SLOPE AND THE CHANGE OF ELEVATION FROM THE DRIVEWAY TO THE SIDEWALK. WHERE TERRAIN IS SLOPING A RAMP IS NOT REQUIRED TO CHASE GRADE MORE THAN 15FT. REGARDLESS OF THE RESULTING RAMP SLOPE.
  9. DRIVEWAY SLOPE:  
SINGLE FAMILY RESIDENTIAL: 12% MAX  
MULTI-FAMILY OR COMMERCIAL: 10% MAX
  10. ALL WORK SHALL BE IN ACCORDANCE WITH SECT. 300 OF THE CITY CONSTRUCTION STANDARDS.





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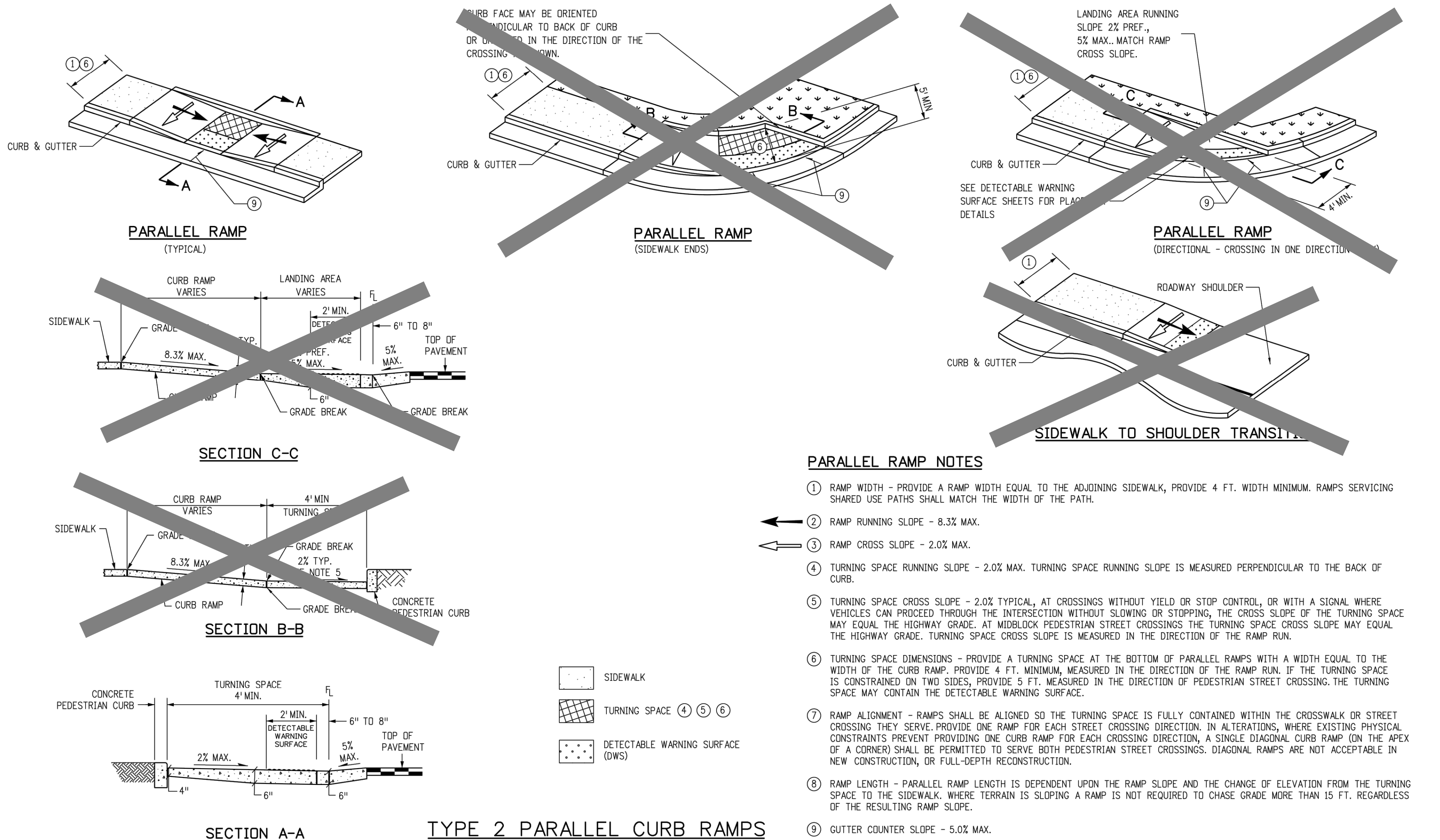
YELLOW BRICK LANE  
TOWN OF RIDGWAY, CO  
DETAILS (3)

Issue Record:  
PRELIMINARY REVIEW 05-05-2022

Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

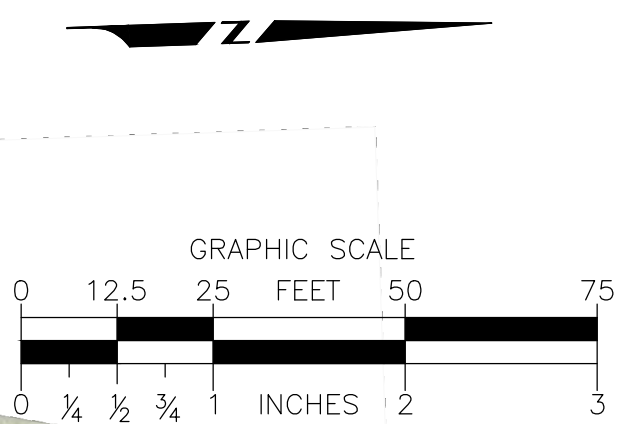
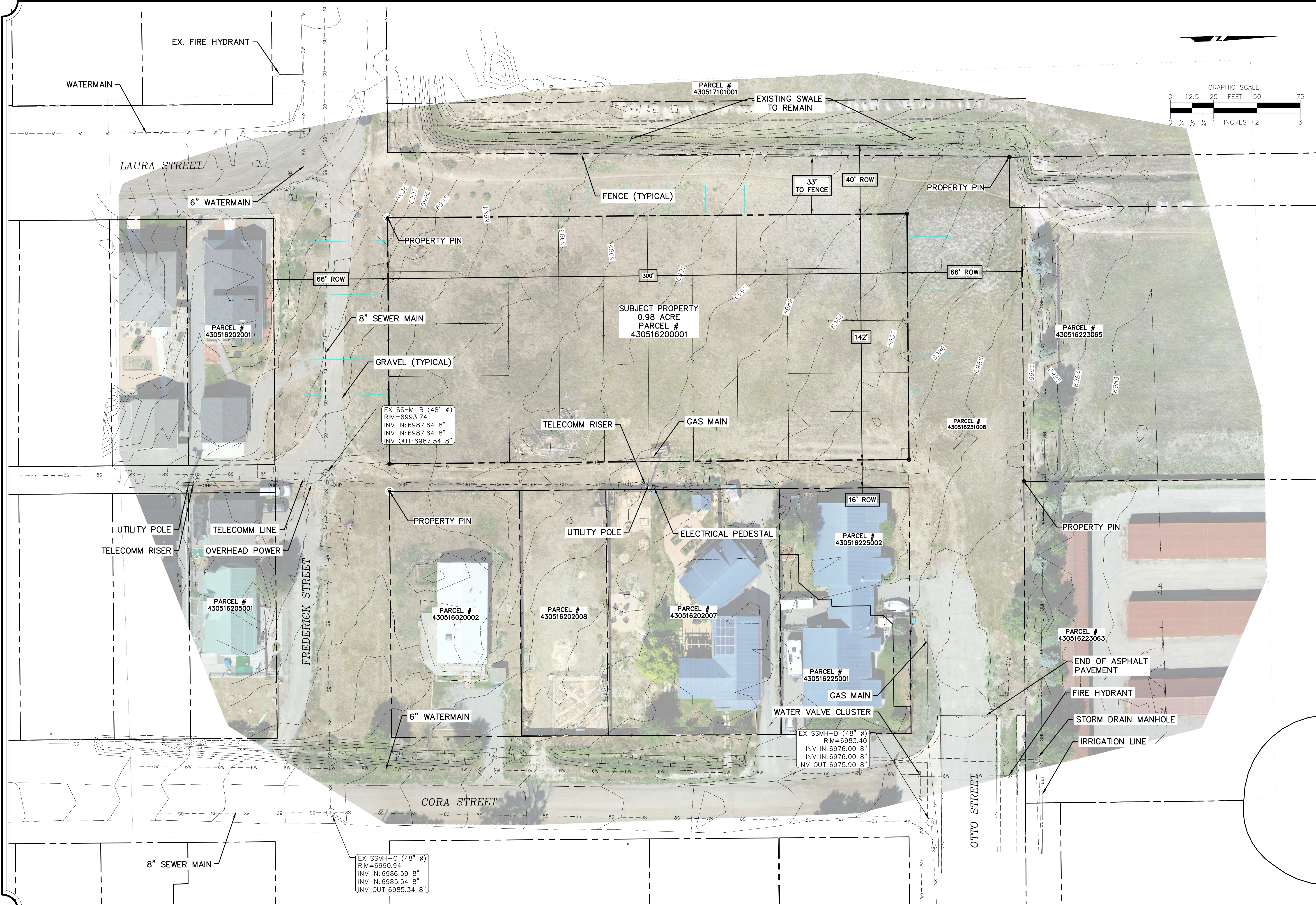
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Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	CURB RAMPS	STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:	Comments			M-608-1	
Designer Initials: JBK	(R-X)					Standard Sheet No. 4 of 10	
Last Modification Date: 07/31/19	(R-X)					Project Sheet Number:	
Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)						



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35876  
2022-05-05  
Robert Sean Harries

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**YELLOW BRICK LANE  
TOWN OF RIDGWAY, CO  
EXISTING CONDITIONS**

Issue Record:  
PRELIMINARY REVIEW 05-05-2022

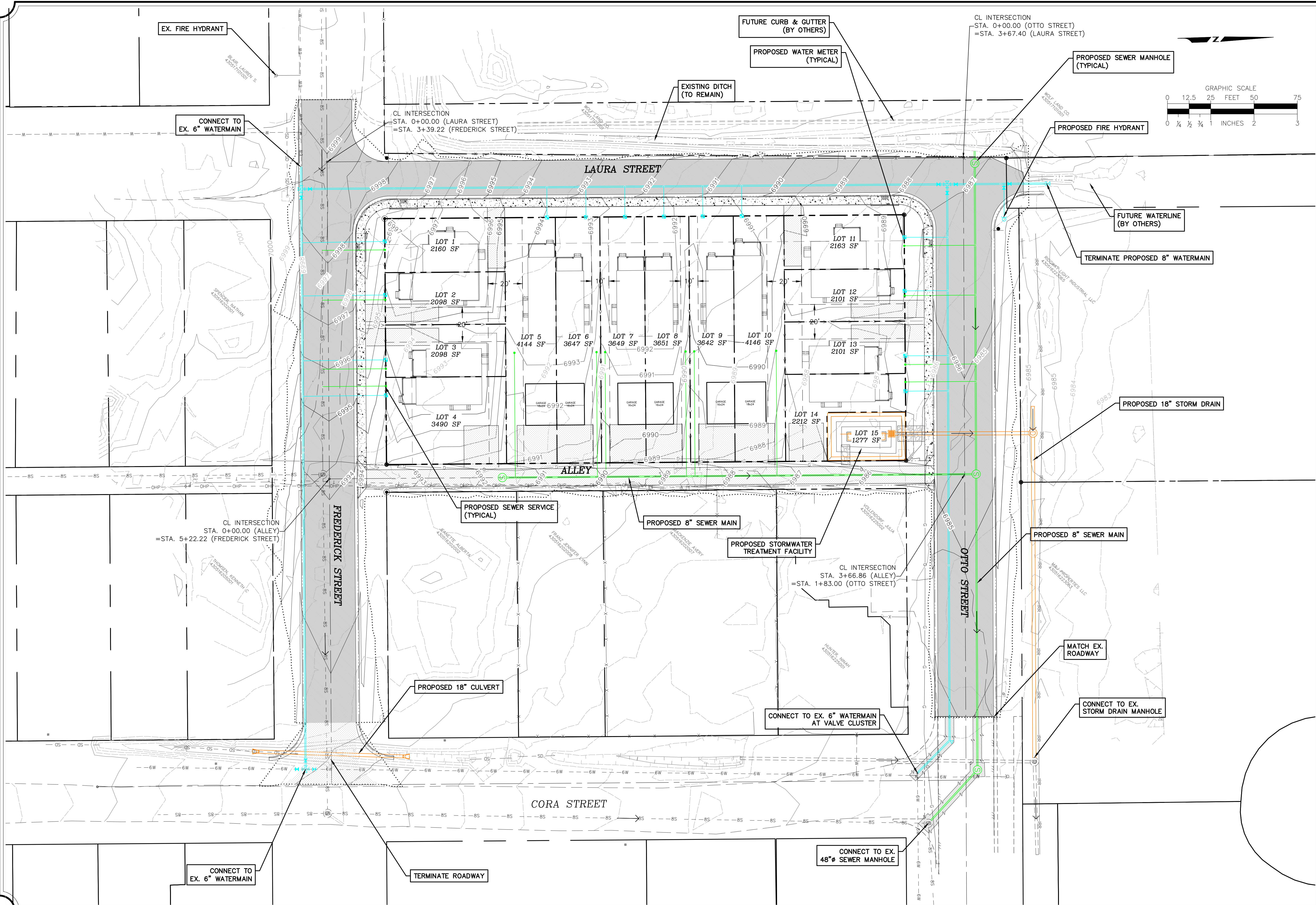
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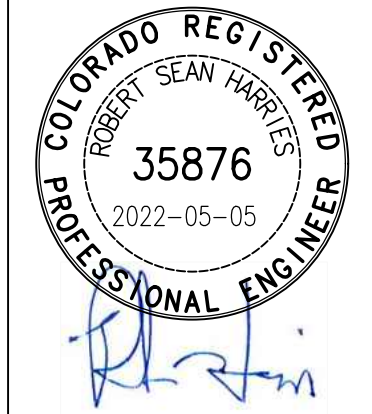
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9/1/2023 12:16:00 roadway affordable housing\cad\sheets\rd0.01 overview plan.dwg DATE: 5/5/2022 12:00 PM USER: JENGLISH PLOT SCALE=1:1



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**YELLOW BRICK LANE  
TOWN OF RIDGWAY, CO  
OVERVIEW PLAN**

Issue Record:  
PRELIMINARY REVIEW 05-05-2022

Revisions:

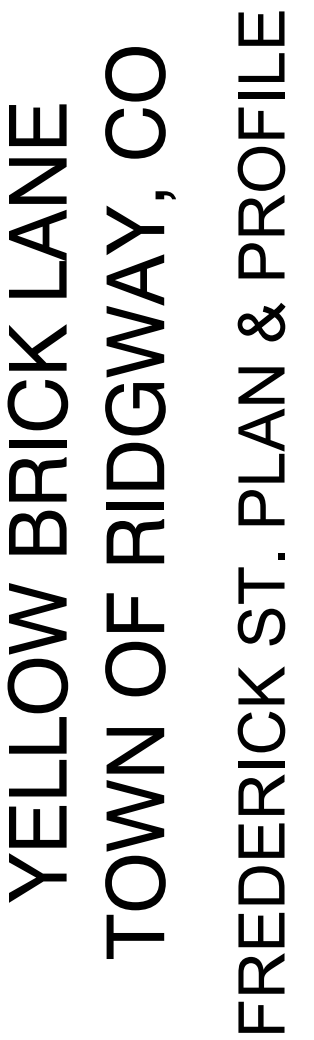
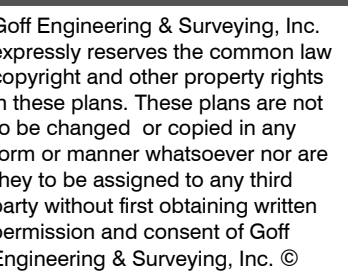
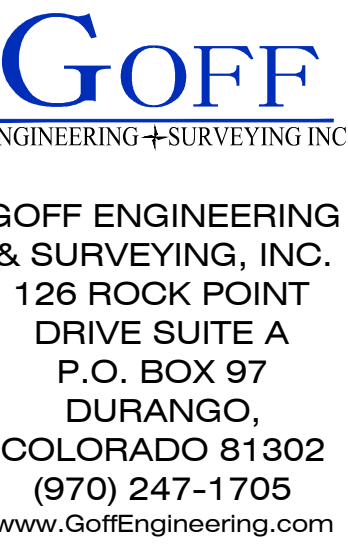
Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

Sheet  
**RD0.01**



1. INSTALL ROADWAY, REFER TO OTTO & FREDERICK STREET ROAD SECTIONS.
2. CONNECT TO EXISTING 6" WATER STUB, INCLUDE 8"x6" REDUCER AND RESTRAINED MECHANICAL JOINTS PER DETAILS.
3. CONNECT TO PROPOSED 8" WATERMAIN, INCLUDE 8"x8" TEE, (2X) 8" GATE VALVES, THRUST BLOCKING AND RESTRAINED MECHANICAL JOINTS PER DETAILS.
4. INSTALL NEW 8" C-90 DR-18 WATER MAIN, REFER TO ROADWAY PLAN & PROFILE SHEETS.
5. INSTALL 3/4" WATER SERVICE, INCLUDING CURB STOP, METER PIT, AND LOCATE POST PER DETAIL.
6. CONNECT TO EXISTING 6" WATER WITH 8"x8" TEE, 2X6" REDUCERS, 3X8" GATE VALVES, AND RESTRAINED MECHANICAL JOINTS PER DETAILS.
7. INSTALL COMBINATION STOP/STREET NAME SIGN (TYPE 1).
8. INSTALL CENTERLINE MONUMENT AT EACH INTERSECTION.

1. STATIONING REFERENCES BACK OF CURB,  
UNLESS SPECIFIED OTHERWISE



Issue Record:

PRELIMINARY REVIEW	05-05-2022
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Revisions:

Project Number: 21-160

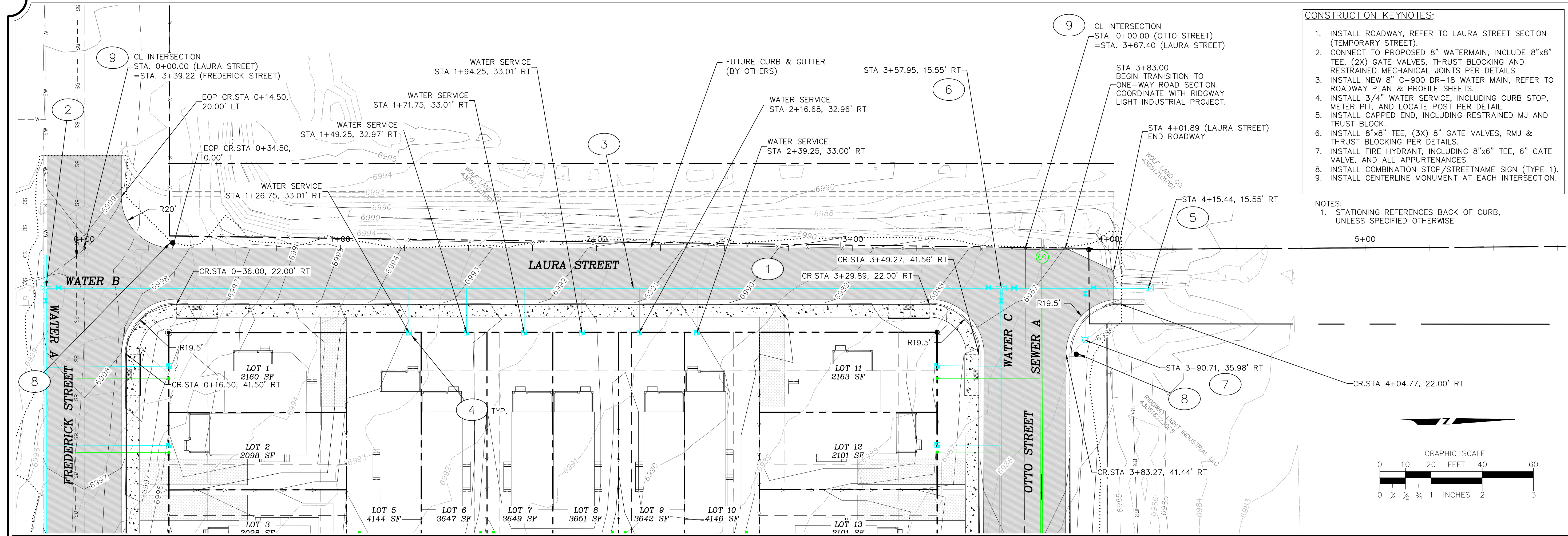
Drawn By: JAE

Designed by: RSH

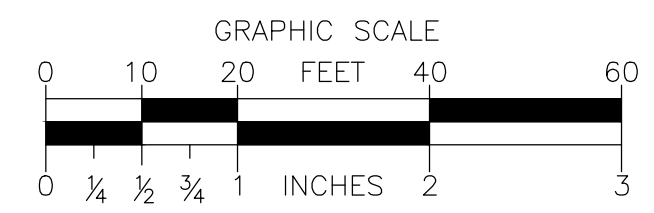
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## RD1.01

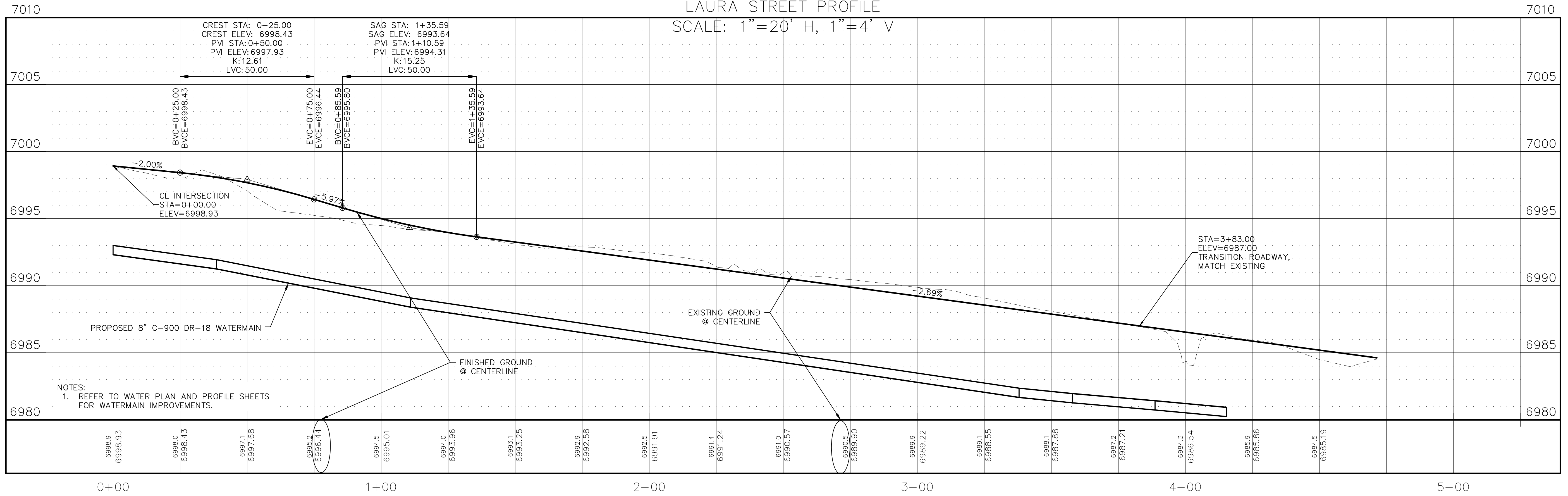




- CONSTRUCTION KEYNOTES:**
1. INSTALL ROADWAY, REFER TO LAURA STREET SECTION (TEMPORARY STREET).
  2. CONNECT TO PROPOSED 8" WATERMAIN, INCLUDE 8"x8" TEE, (2X) GATE VALVES, THRUST BLOCKING AND RESTRAINED MECHANICAL JOINTS PER DETAILS.
  3. INSTALL NEW 8" C-900 DR-18 WATER MAIN, REFER TO ROADWAY PLAN & PROFILE SHEETS.
  4. INSTALL 3/4" WATER SERVICE, INCLUDING CURB STOP, METER PIT, AND LOCATE POST PER DETAIL.
  5. INSTALL CAPPED END, INCLUDING RESTRAINED MJ AND TRUST BLOCK.
  6. INSTALL 8"x8" TEE, (3X) 8" GATE VALVES, RMJ & THRUST BLOCKING PER DETAILS.
  7. INSTALL FIRE HYDRANT, INCLUDING 8"x6" TEE, 6" GATE VALVE, AND ALL APPURTENANCES.
  8. INSTALL COMBINATION STOP/STREETNAME SIGN (TYPE 1).
  9. INSTALL CENTERLINE MONUMENT AT EACH INTERSECTION.
- NOTES:**
1. STATIONING REFERENCES BACK OF CURB, UNLESS SPECIFIED OTHERWISE

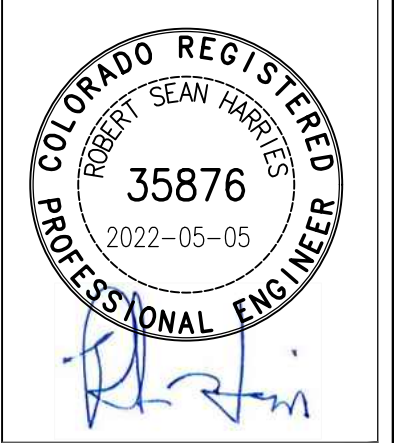


**LAURA STREET PROFILE**  
SCALE: 1"=20' H, 1"=4' V



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**TOWN OF RIDGWAY, CO**  
**LAURA ST. PLAN & PROFILE**

Issue Record:  
PRELIMINARY REVIEW 05-05-2022

Revisions:

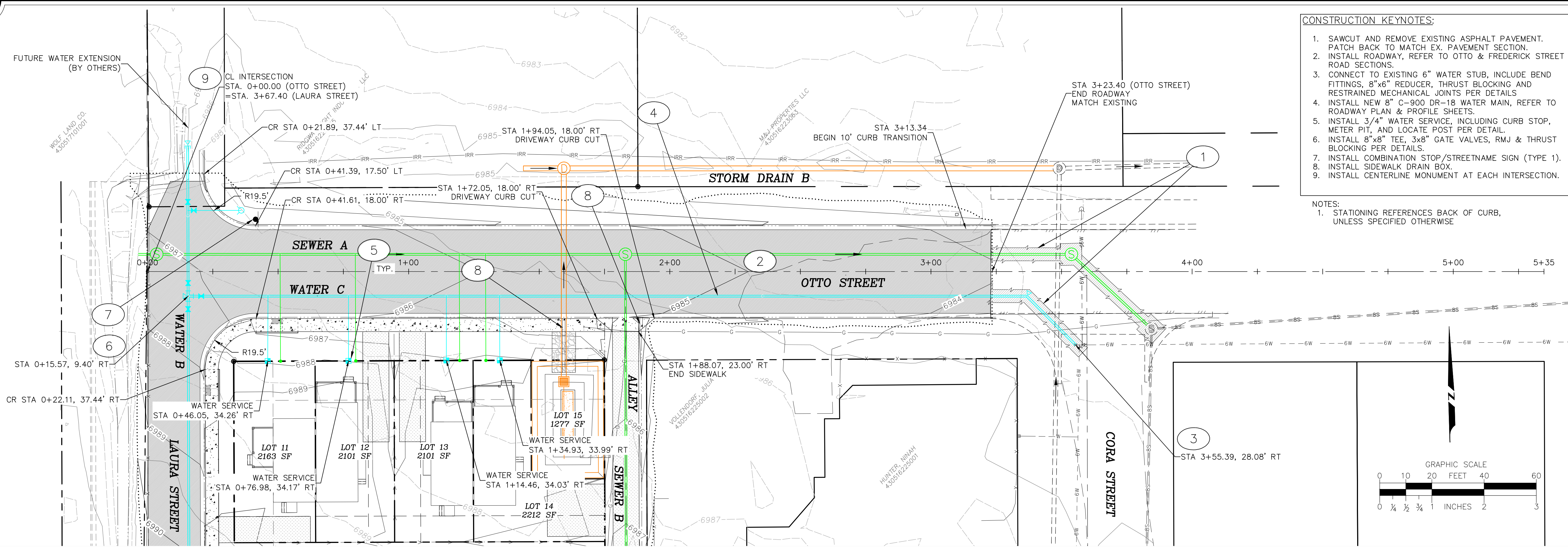
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Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

Sheet  
**RD1.02**

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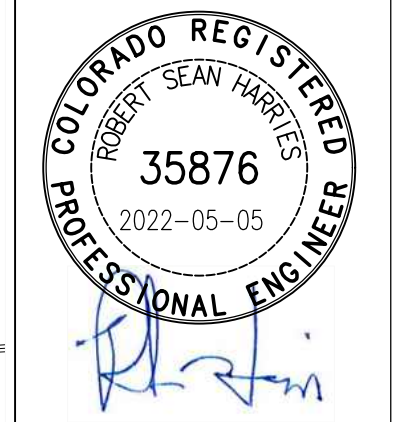


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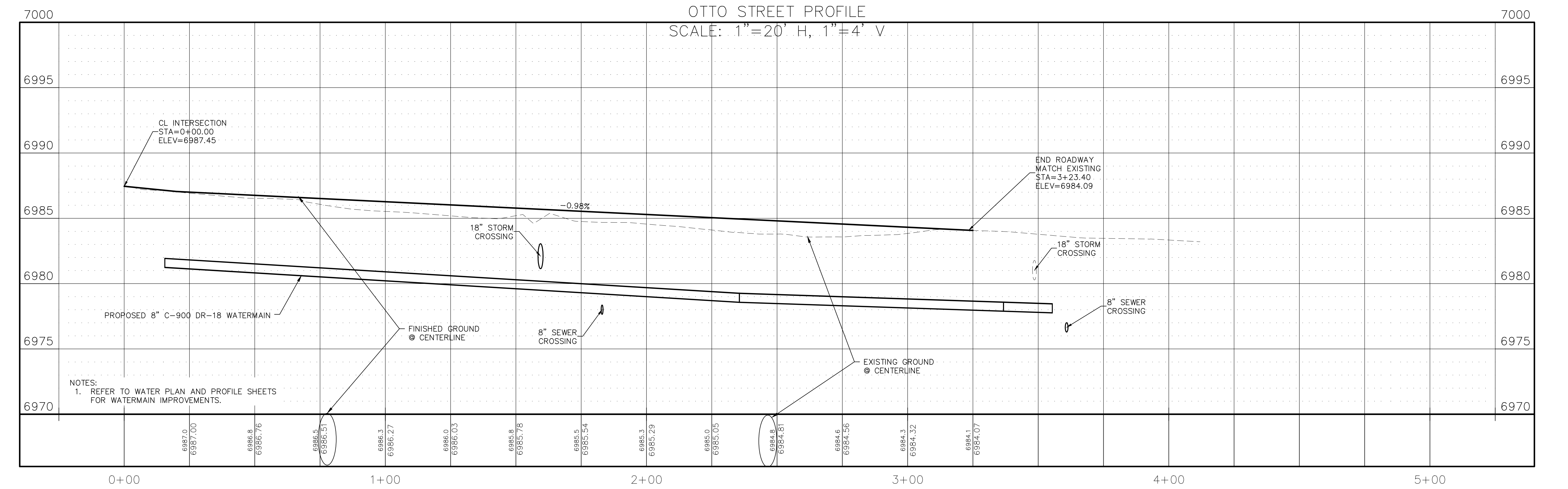


- CONSTRUCTION KEYNOTES:
1. SAWCUT AND REMOVE EXISTING ASPHALT PAVEMENT. PATCH BACK TO MATCH EX. PAVEMENT SECTION.
  2. INSTALL ROADWAY, REFER TO OTTO & FREDERICK STREET ROAD SECTIONS.
  3. CONNECT TO EXISTING 6" WATER STUB, INCLUDE BEND FITTINGS, 8"x6" REDUCER, THRUST BLOCKING AND RESTRAINED MECHANICAL JOINTS PER DETAILS
  4. INSTALL NEW 8" C-900 DR-18 WATER MAIN, REFER TO ROADWAY PLAN & PROFILE SHEETS.
  5. INSTALL 3/4" WATER SERVICE, INCLUDING CURB STOP, METER PIT, AND LOCATE POST PER DETAIL.
  6. INSTALL 8"x8" TEE, 3x8" GATE VALVES, RMJ & THRUST BLOCKING PER DETAILS.
  7. INSTALL COMBINATION STOP/STREETNAME SIGN (TYPE 1).
  8. INSTALL SIDEWALK DRAIN BOX.
  9. INSTALL CENTERLINE MONUMENT AT EACH INTERSECTION.
- NOTES:
1. STATIONING REFERENCES BACK OF CURB, UNLESS SPECIFIED OTHERWISE

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TOWN OF RIDGWAY, CO  
OTTO ST. PLAN & PROFILE

Issue Record:  
PRELIMINARY REVIEW 05-05-2022

Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

Sheet  
**RD1.03**

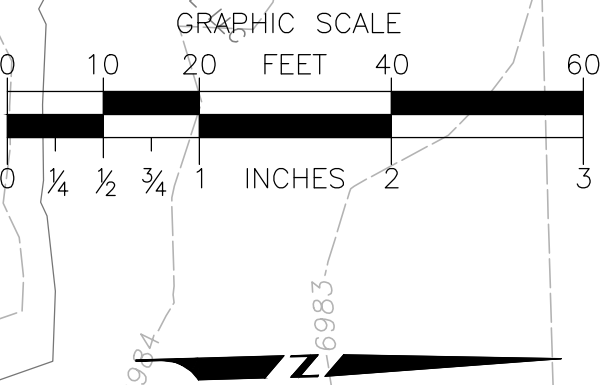
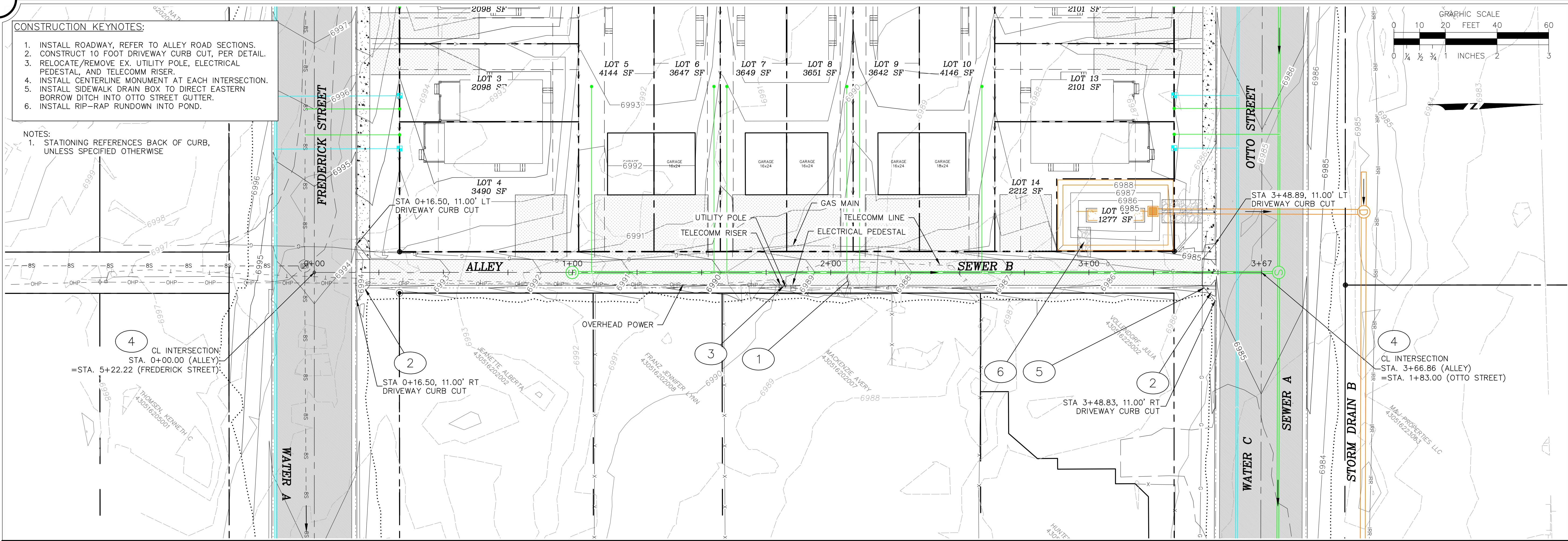


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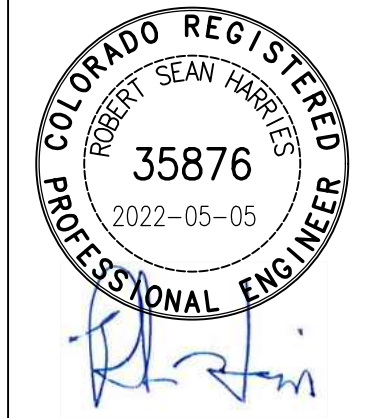
1. INSTALL ROADWAY. REFER TO ALLEY ROAD SECTIONS.
2. CONSTRUCT 10 FOOT DRIVEWAY CURB CUT, PER DETAIL.
3. RELOCATE/REMOVE EX. UTILITY POLE, ELECTRICAL PEDESTAL, AND TELECOMM RISER.
4. INSTALL CENTERLINE MONUMENT AT EACH INTERSECTION.
5. INSTALL SIDEWALK DRAIN BOX TO DIRECT EASTERN BORROW DITCH INTO OTTO STREET GUTTER.
6. INSTALL RIP-RAP RUNDOWN INTO POND.

NOTES:

1. STATIONING REFERENCES BACK OF CURB, UNLESS SPECIFIED OTHERWISE



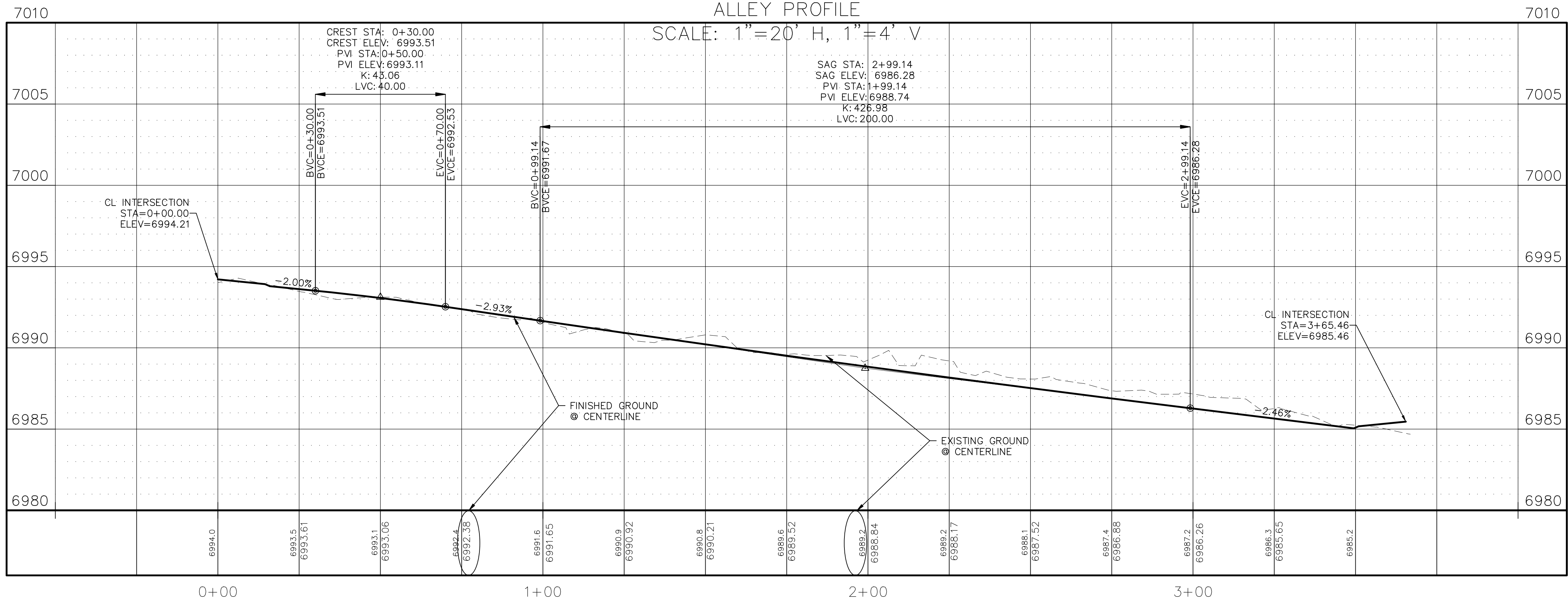
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ALLEY PROFILE

SCALE: 1"=20' H, 1"=4' V



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ALLEY PLAN & PROFILE

Issue Record:  
PRELIMINARY REVIEW 05-05-2022

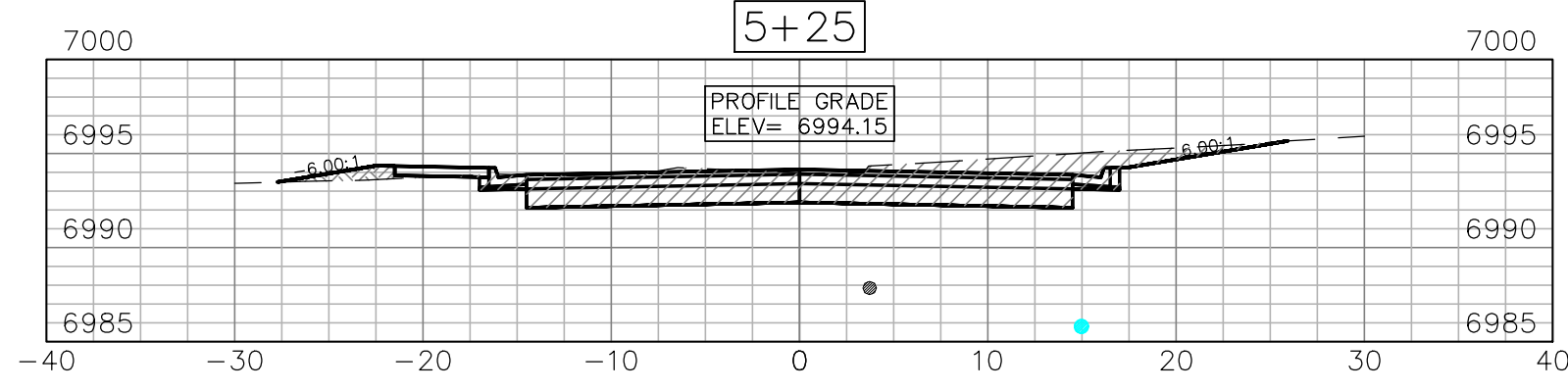
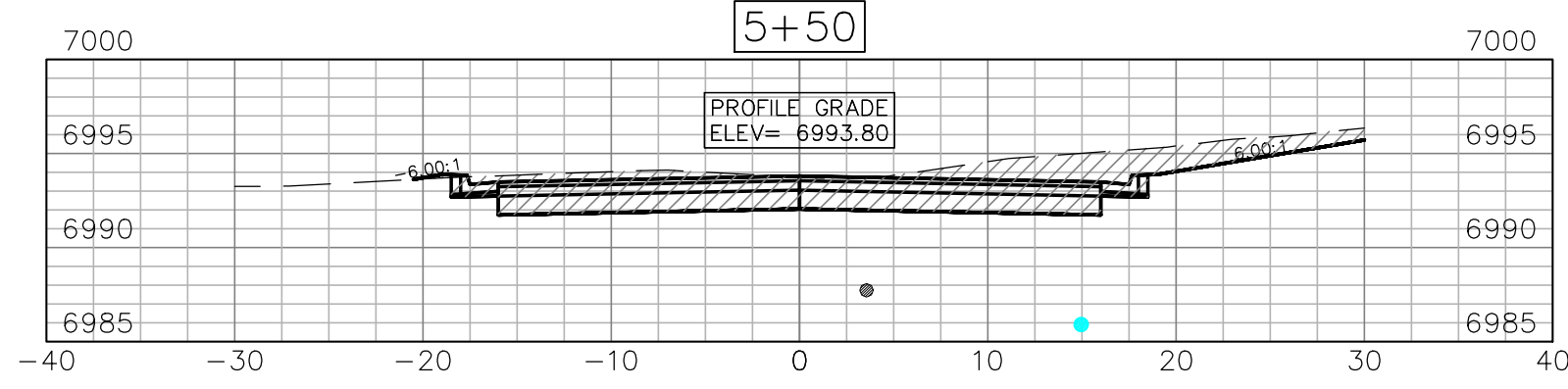
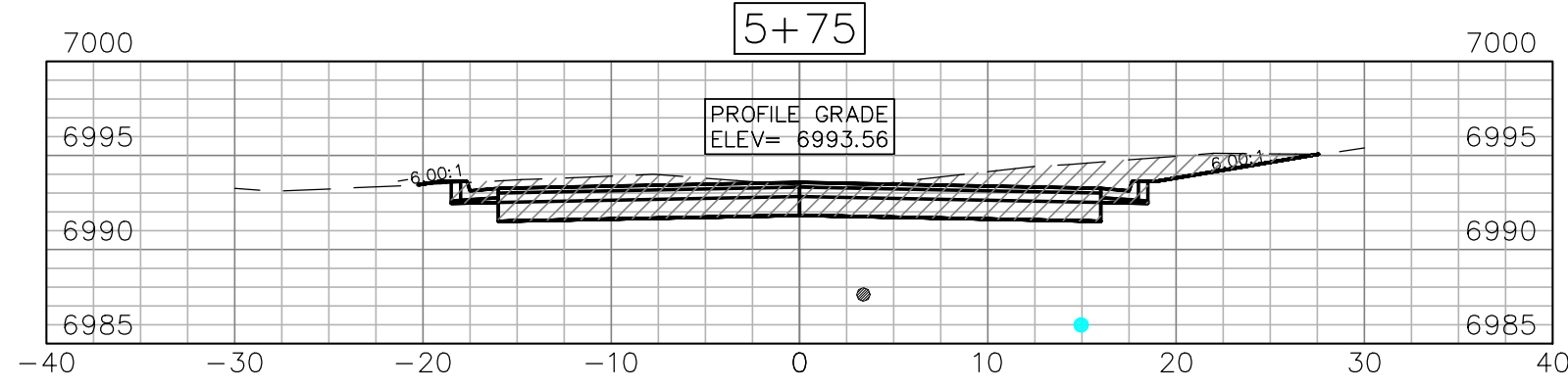
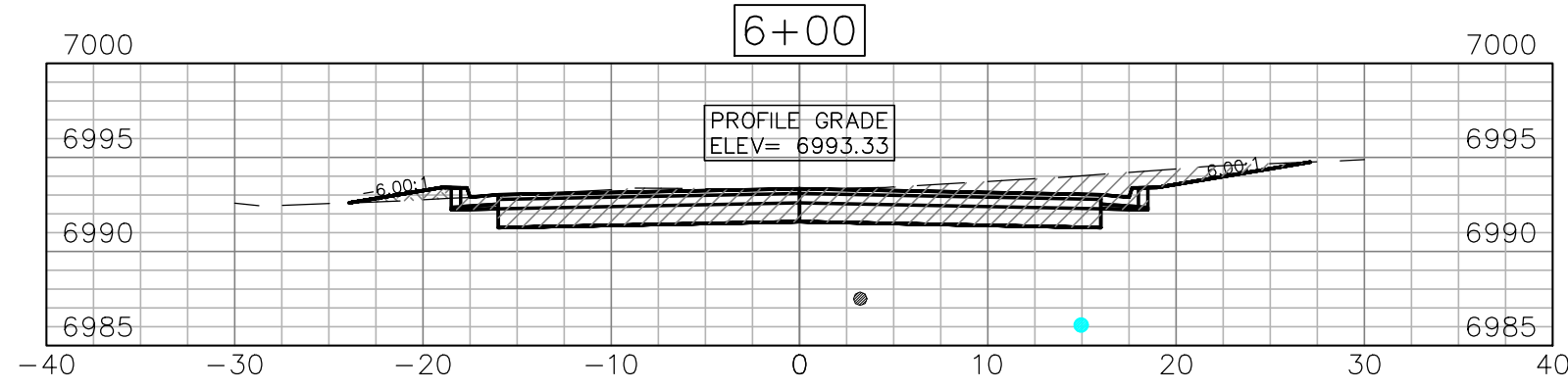
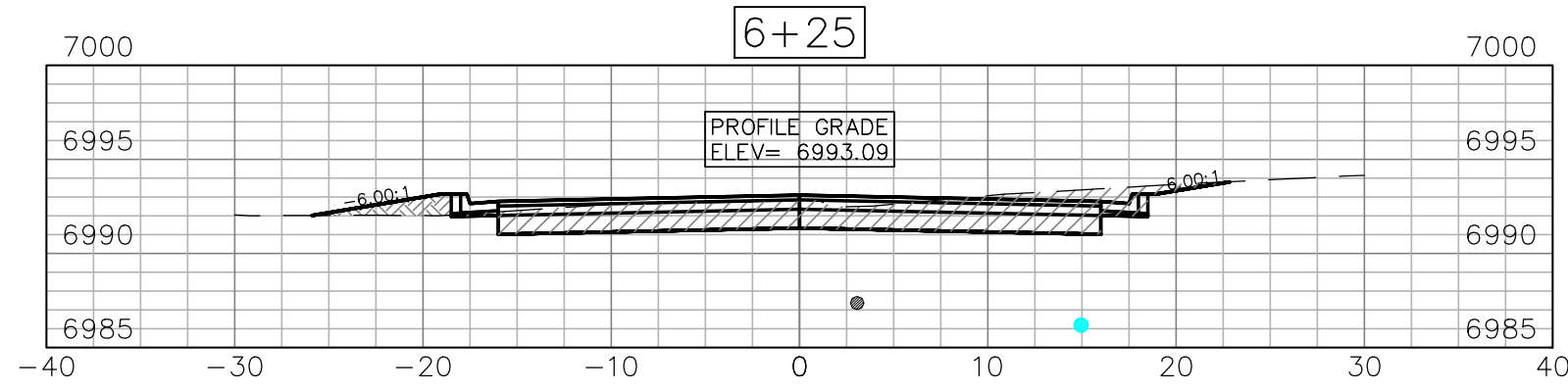
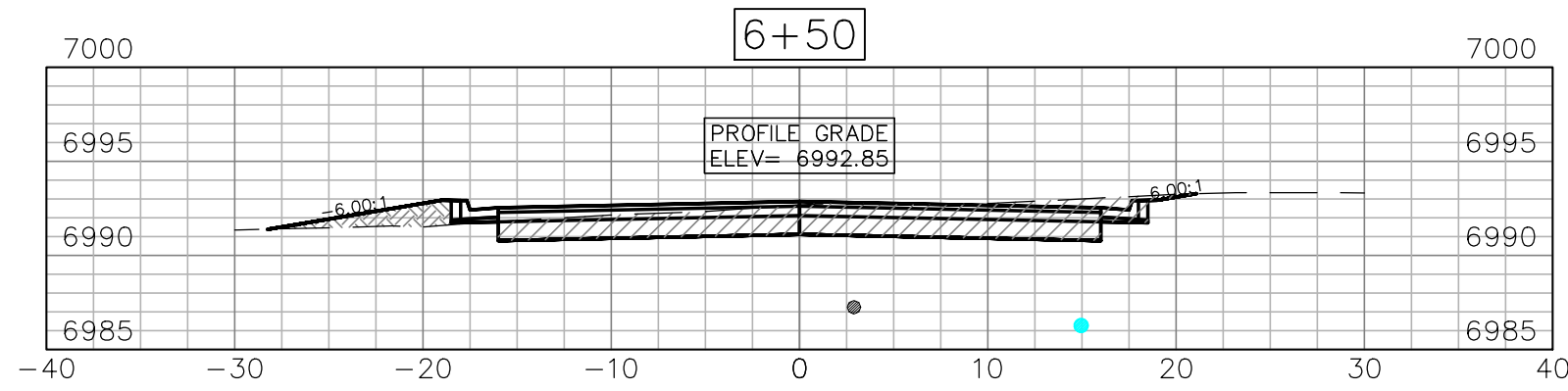
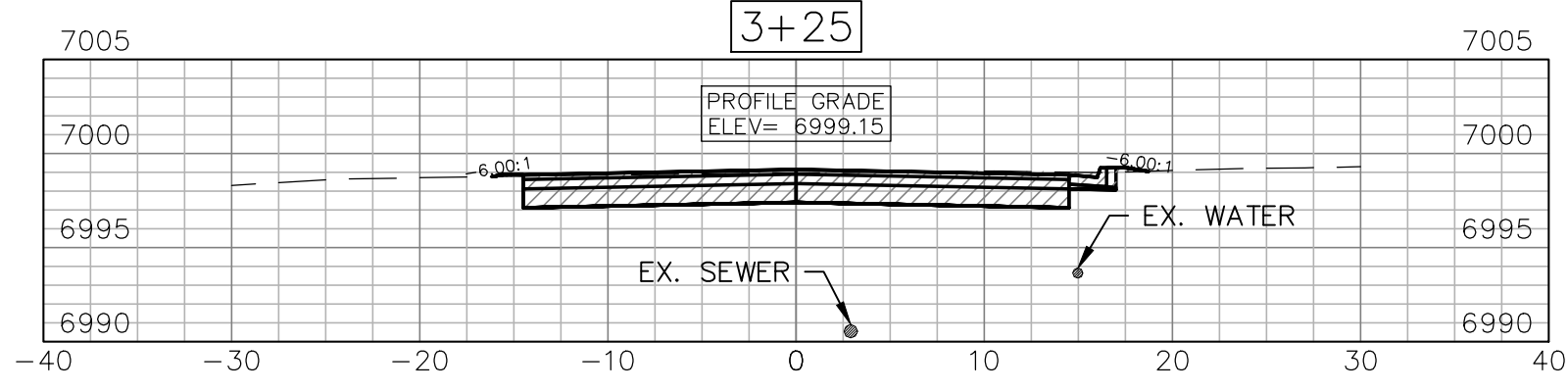
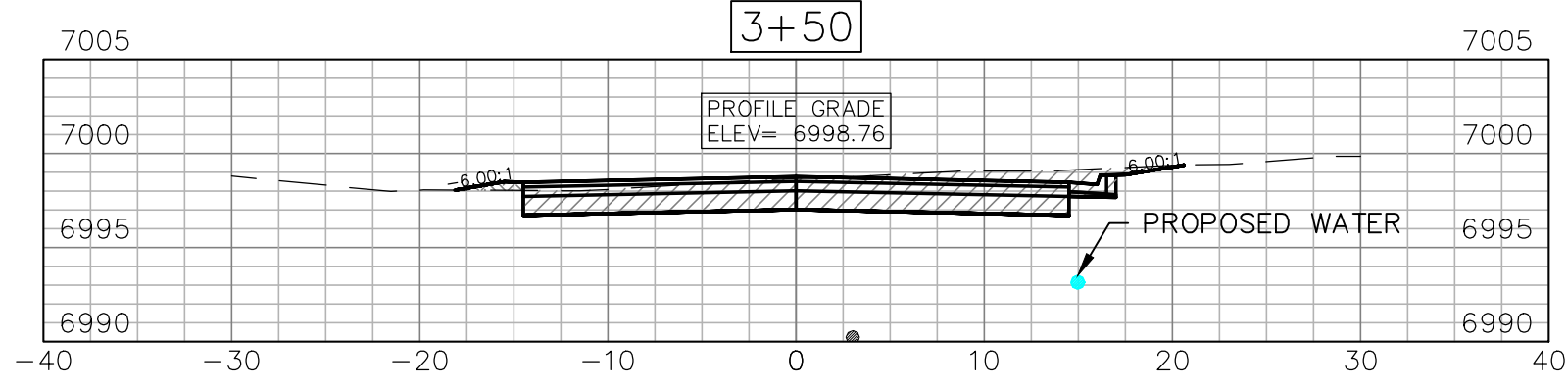
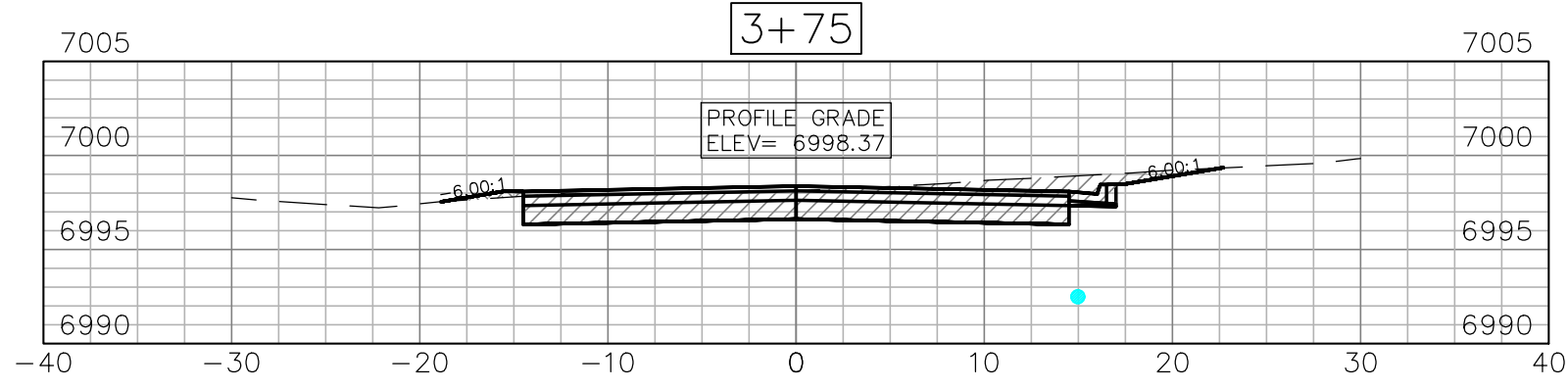
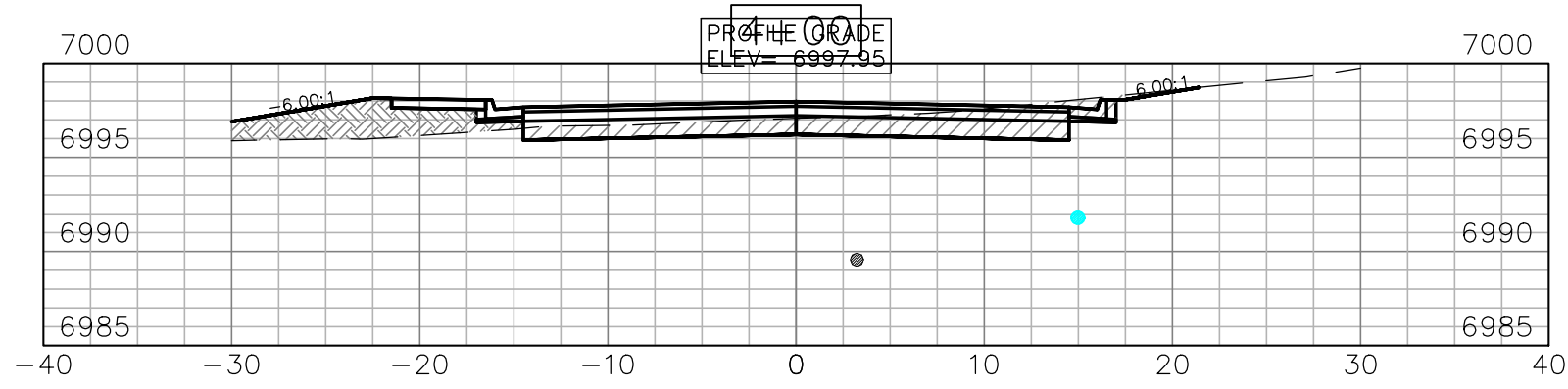
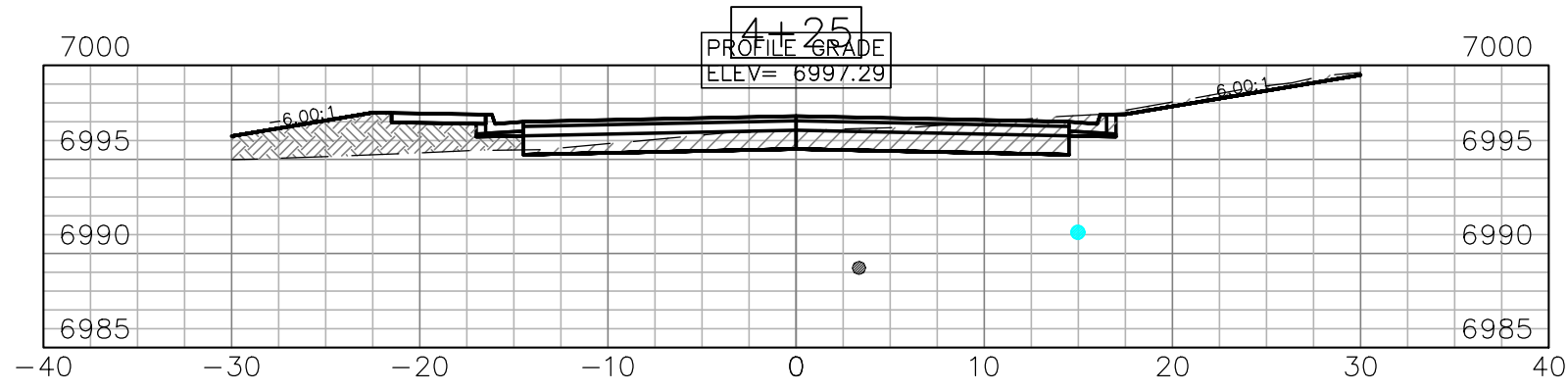
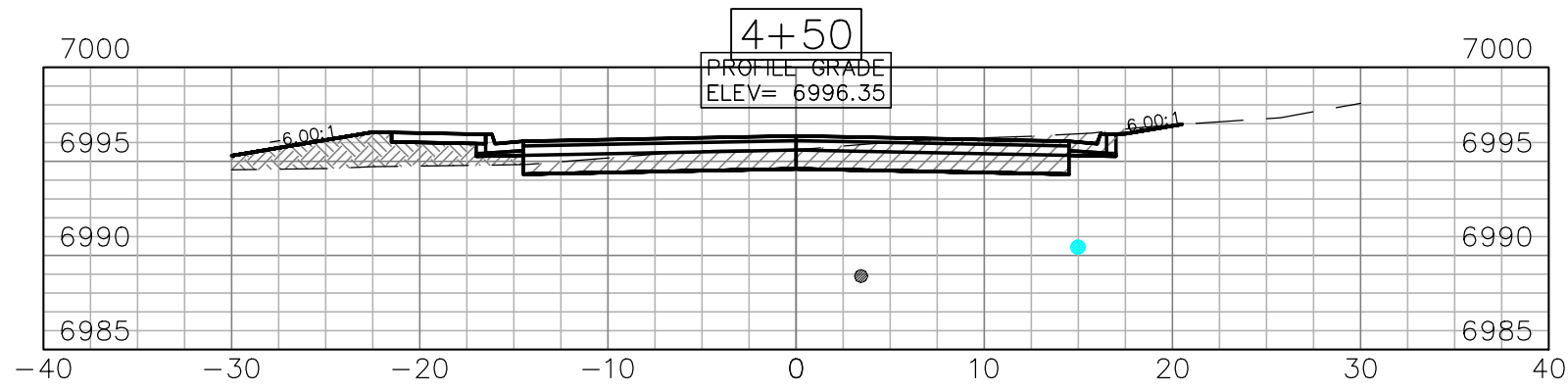
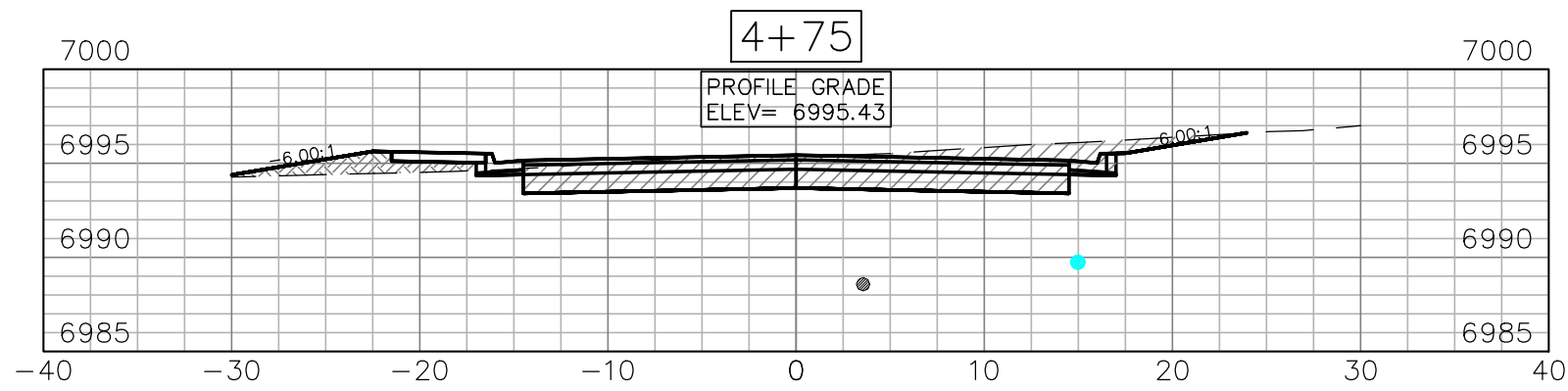
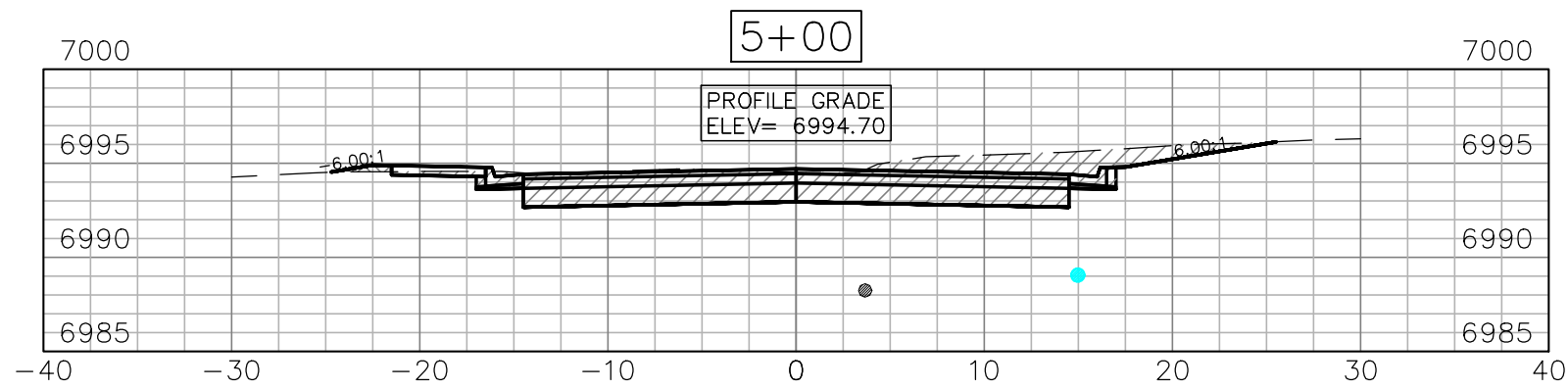
Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

Sheet  
**RD1.04**

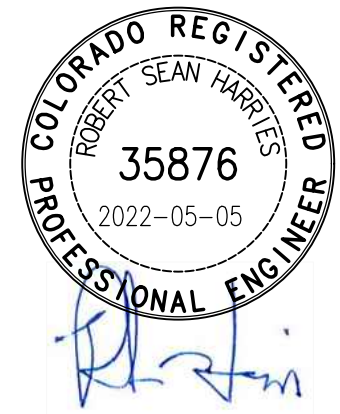


g:\2021\21-160\_ridgway affordable housing\cad\sheets\c2.01 cross sections - frederick.st.dwg DATE:5/5/2022 12:01 PM USER:RHARRIS PLOT SCALE=1:1



FREDERICK STREET – EARTHWORK TABULATION						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
3+25.00	0.38	51.53	0.00	0.00	0.00	0.00
3+50.00	1.04	55.01	0.66	49.32	0.66	49.32
3+75.00	0.85	57.06	0.88	51.88	1.54	101.21
4+00.00	21.23	34.56	10.22	42.42	11.76	143.63
4+25.00	24.22	36.45	21.04	32.88	32.81	176.50
4+50.00	18.41	39.90	19.74	35.35	52.54	211.85
4+75.00	8.32	61.75	12.37	47.06	64.92	258.90
5+00.00	0.69	72.45	4.17	62.13	69.09	321.03
5+25.00	2.89	68.23	1.66	65.13	70.74	386.16
5+50.00	0.21	92.32	1.44	74.33	72.18	460.49
5+75.00	0.16	85.16	0.17	82.17	72.35	542.66
6+00.00	1.83	75.59	0.92	74.42	73.27	617.09
6+25.00	4.52	55.67	2.94	60.77	76.21	677.85
6+50.00	6.95	53.50	5.31	50.54	81.53	728.40

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CROSS SECTIONS - FREDERICK ST

Issue Record:  
PRELIMINARY REVIEW 05-05-2022

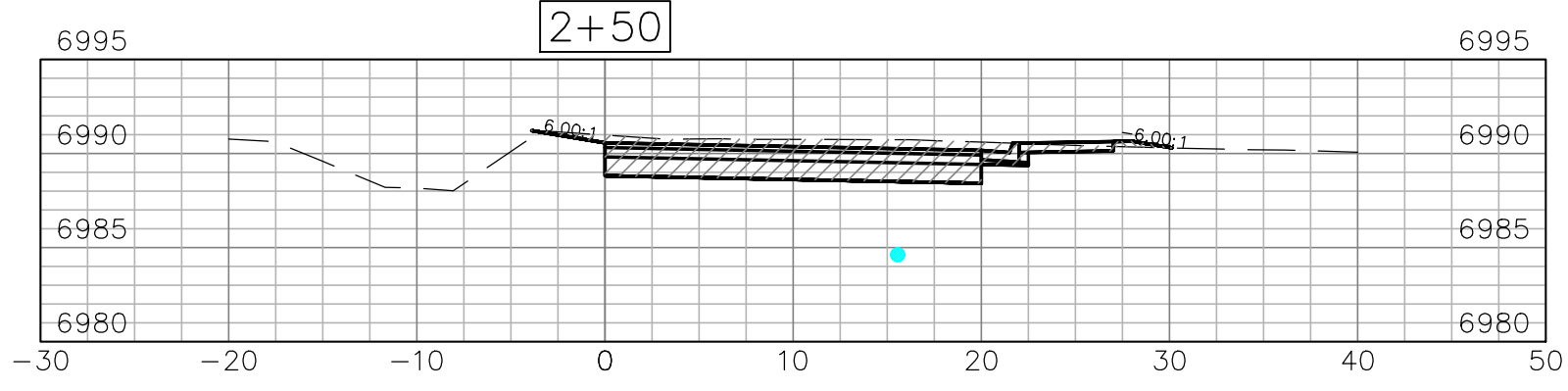
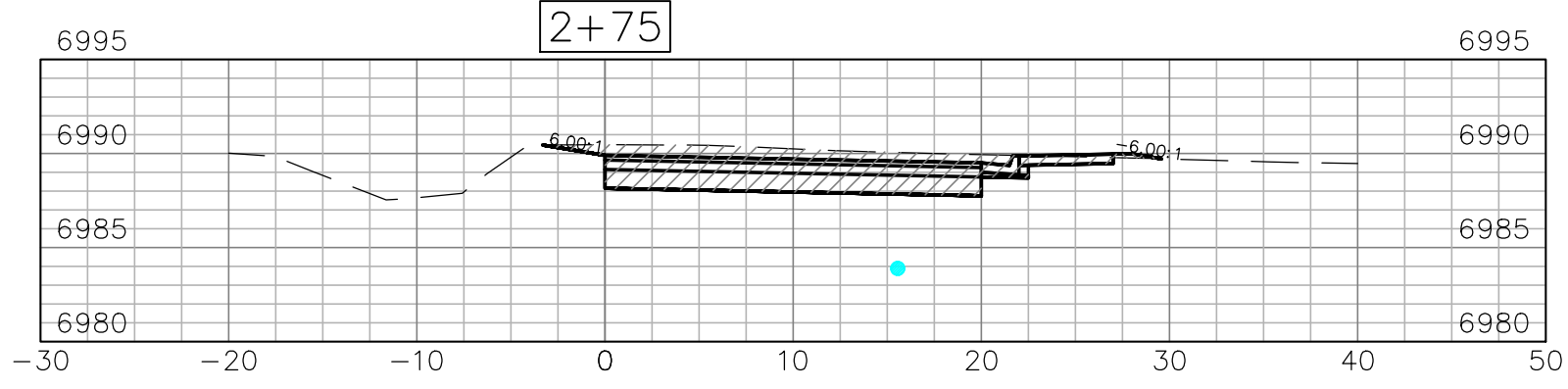
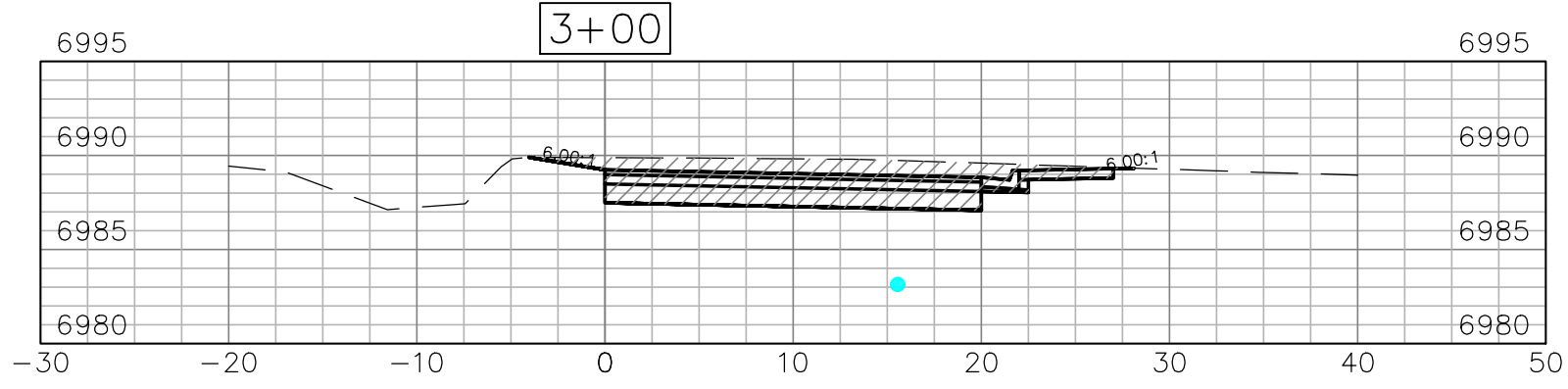
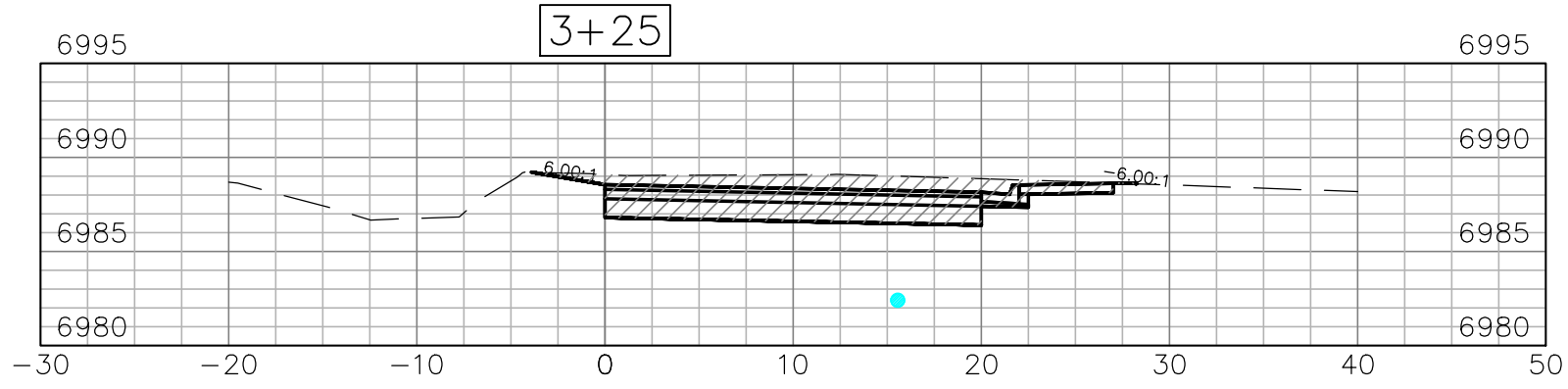
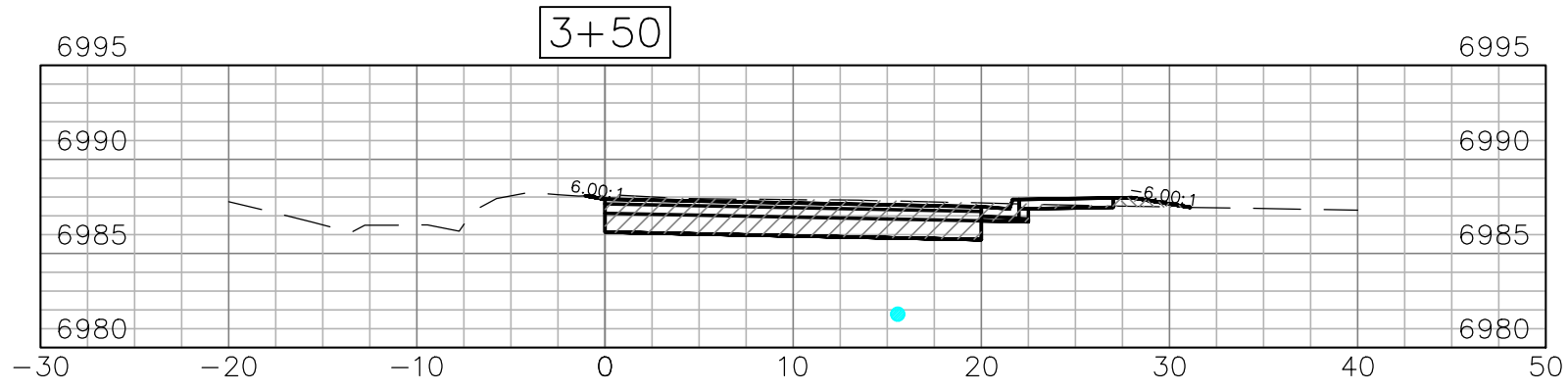
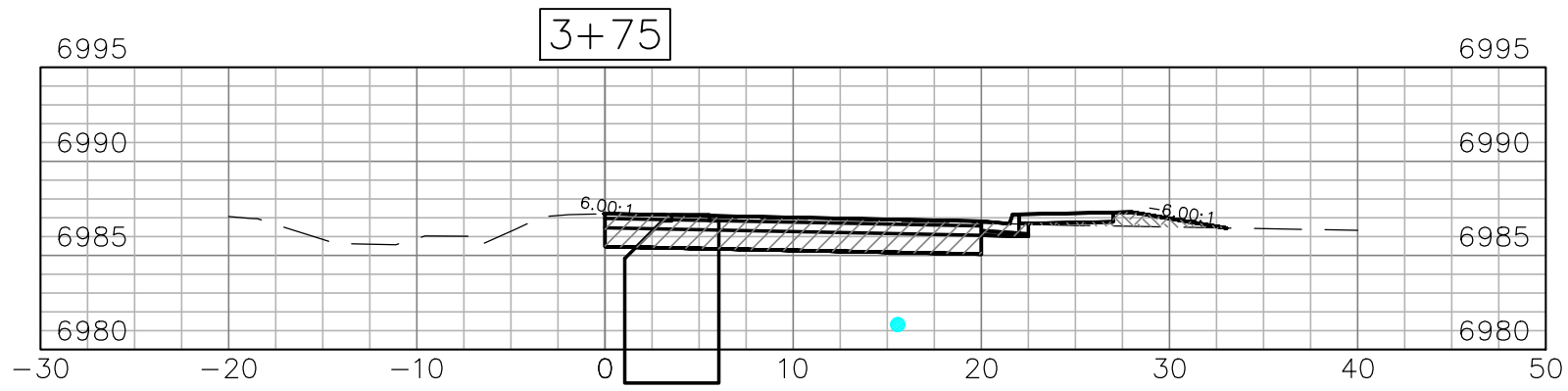
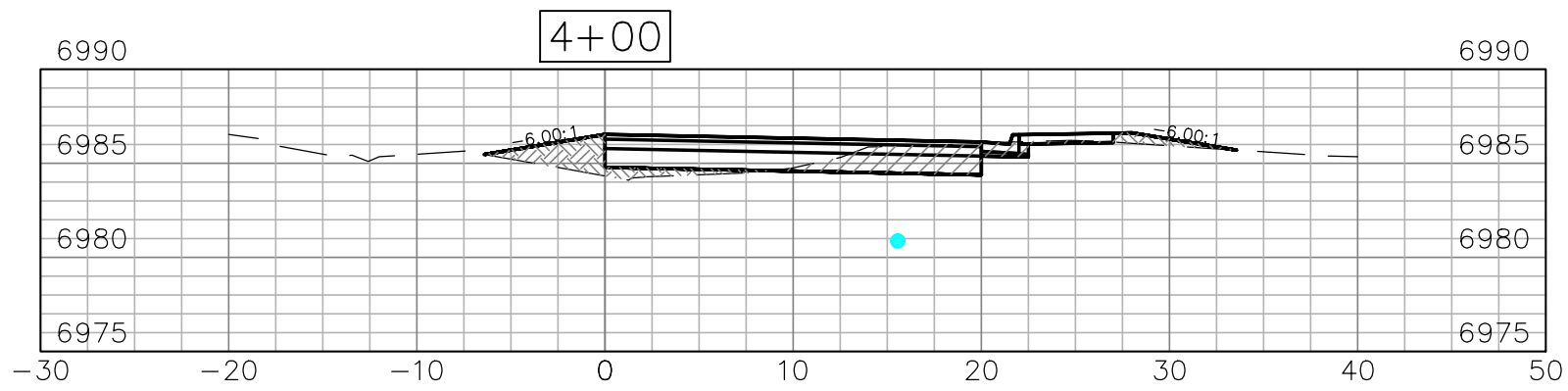
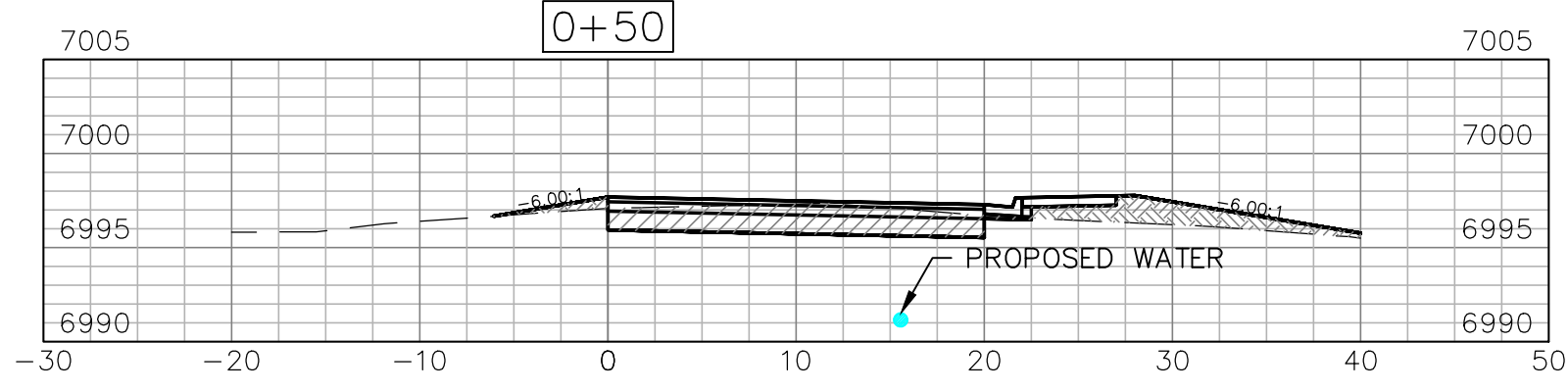
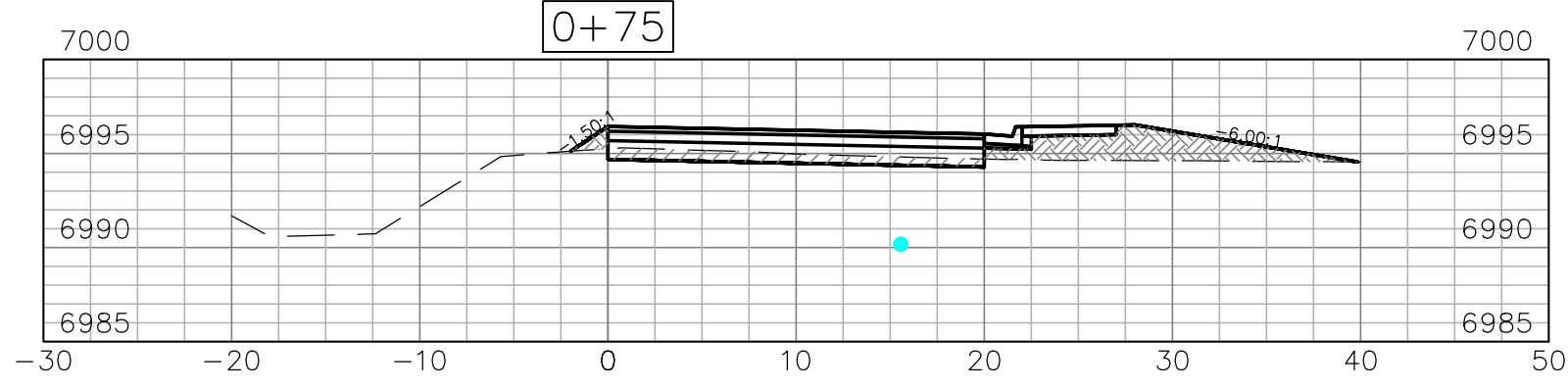
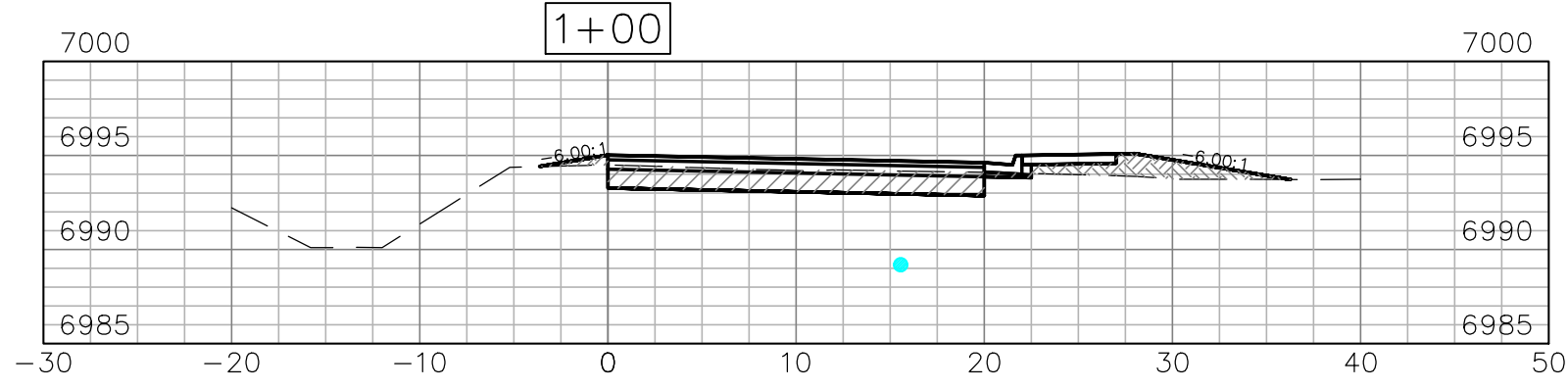
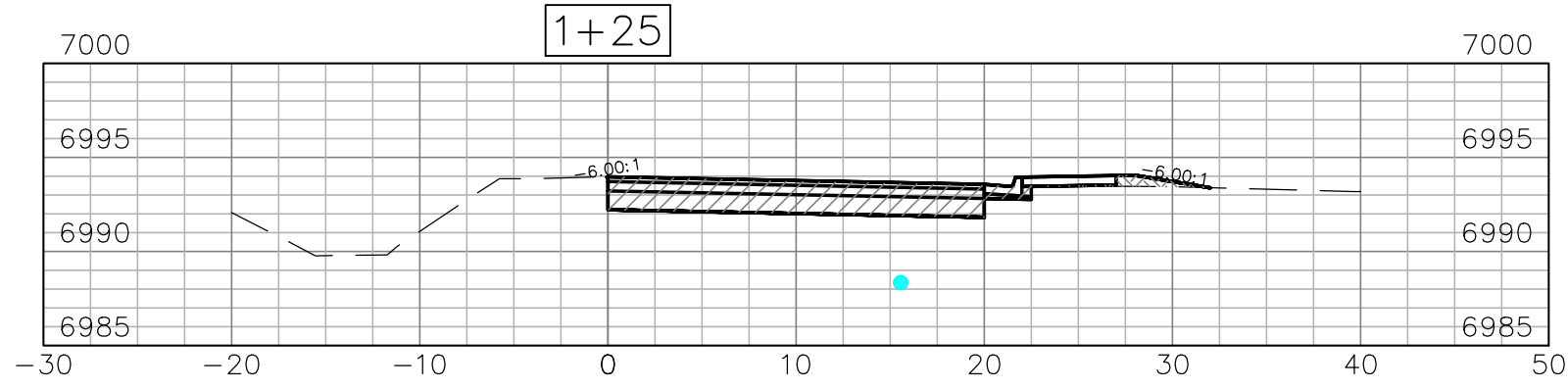
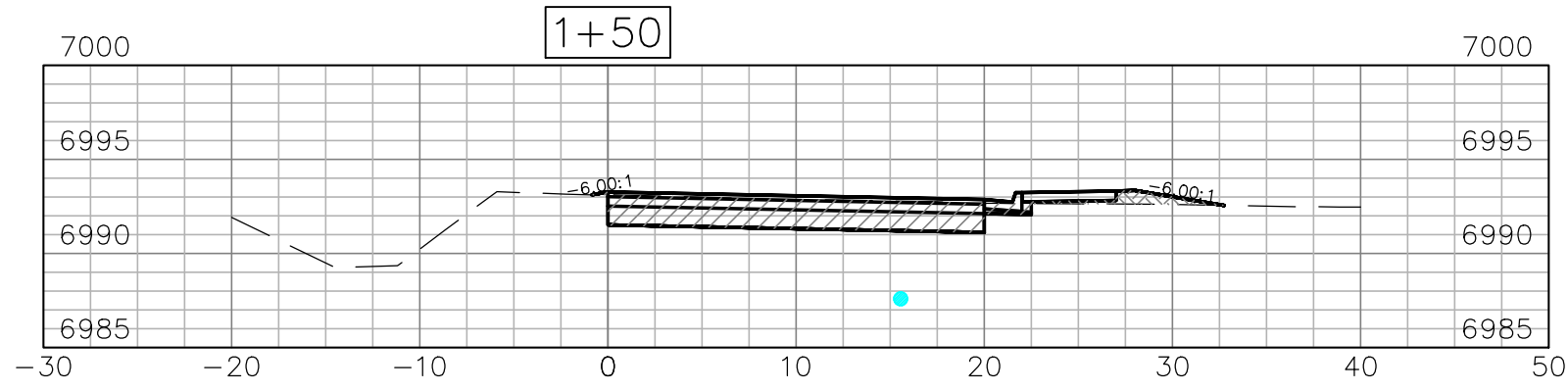
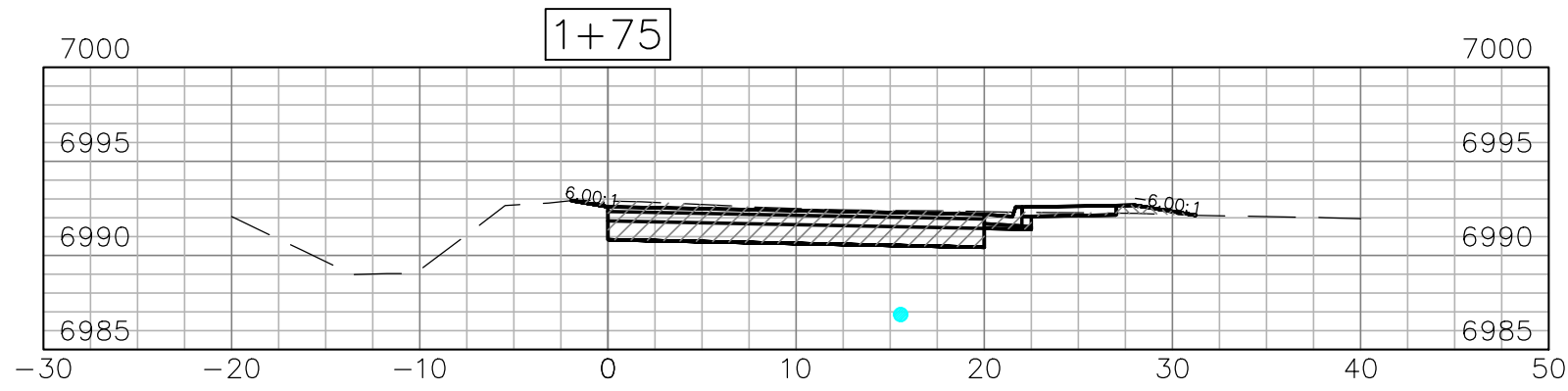
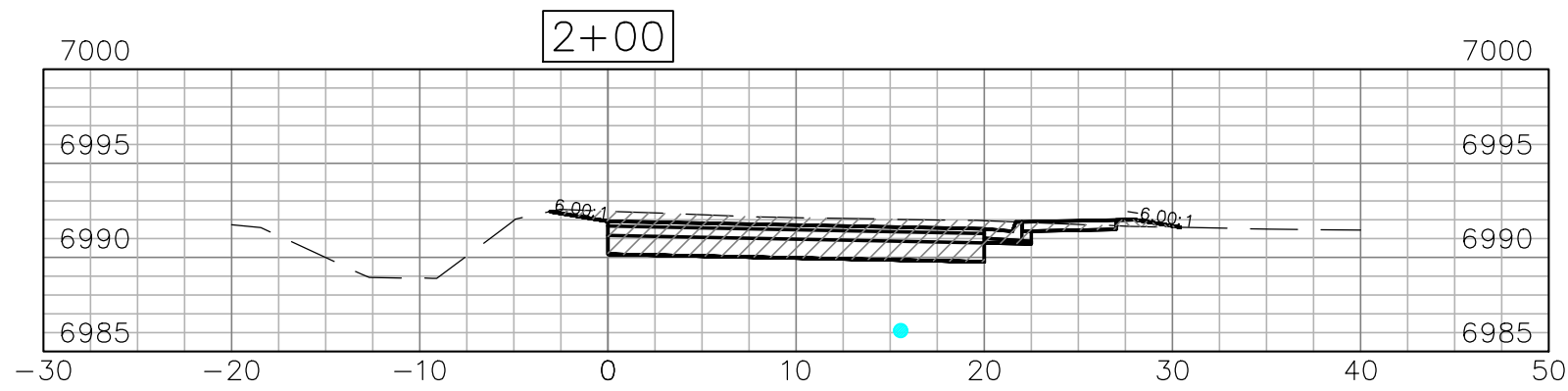
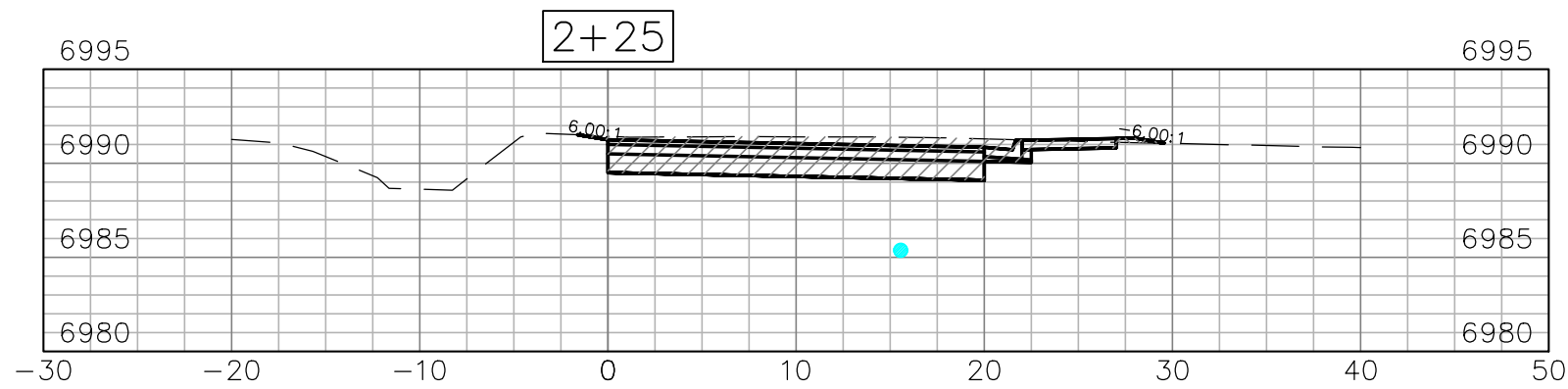
Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

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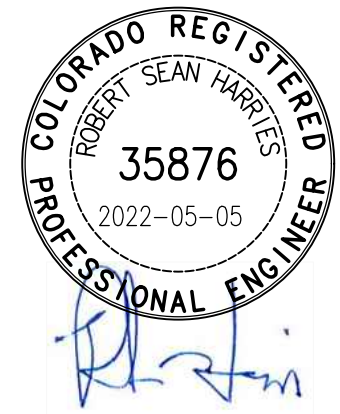


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LAURA STREET – EARTHWORK TABULATION						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
0+25.00	0.00	0.00	0.00	0.00	0.00	0.00
0+50.00	16.27	28.48	7.53	13.19	7.53	13.19
0+75.00	21.64	10.10	17.55	17.86	25.09	31.05
1+00.00	10.10	24.43	14.69	15.98	39.78	47.03
1+25.00	1.86	35.97	5.54	27.96	45.31	74.99
1+50.00	3.11	32.99	2.30	31.93	47.61	106.92
1+75.00	1.12	41.48	1.95	34.48	49.57	141.40
2+00.00	0.75	48.98	0.87	41.88	50.43	183.28
2+25.00	0.40	46.85	0.54	44.37	50.97	227.65
2+50.00	0.60	47.98	0.46	43.90	51.43	271.56
2+75.00	0.36	51.61	0.45	46.11	51.88	317.66
3+00.00	0.00	58.46	0.17	50.96	52.05	368.62
3+25.00	0.02	56.08	0.01	53.03	52.06	421.66
3+50.00	1.16	41.82	0.55	45.32	52.60	466.98
3+75.00	3.25	35.09	2.04	35.61	54.65	502.58
4+00.00	12.12	14.25	7.12	22.84	61.76	525.43
4+25.00	0.00	0.00	5.61	6.60	67.38	532.02
4+50.00	0.00	0.00	0.00	0.00	67.38	532.02
4+75.00	0.00	0.00	0.00	0.00	67.38	532.02
5+00.00	0.00	0.00	0.00	0.00	67.38	532.02
5+25.00	0.00	0.00	0.00	0.00	67.38	532.02
5+50.00	0.00	0.00	0.00	0.00	67.38	532.02
5+75.00	0.00	0.00	0.00	0.00	67.38	532.02

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TOWN OF RIDGWAY, CO  
CROSS SECTIONS - LAURA ST

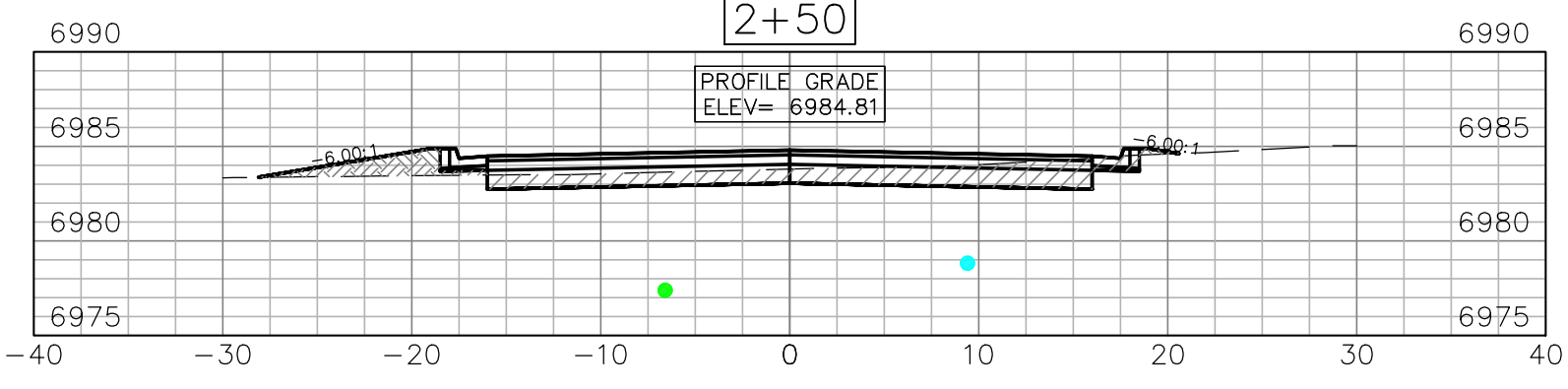
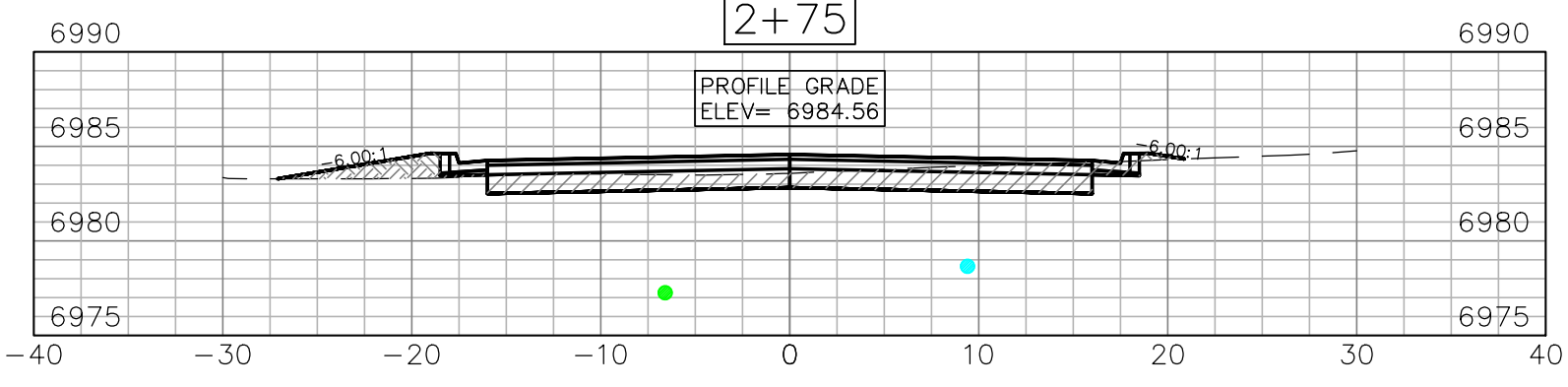
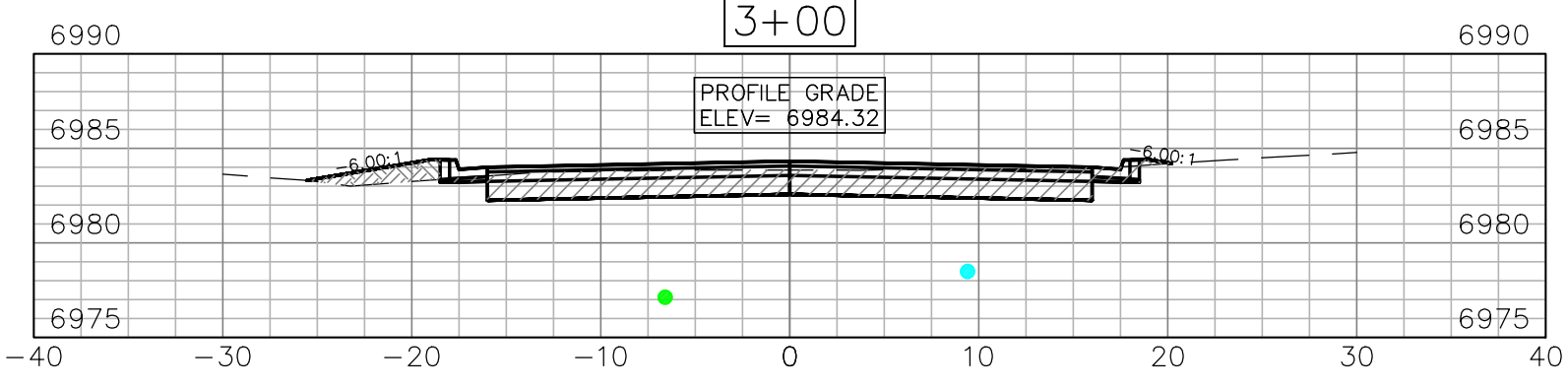
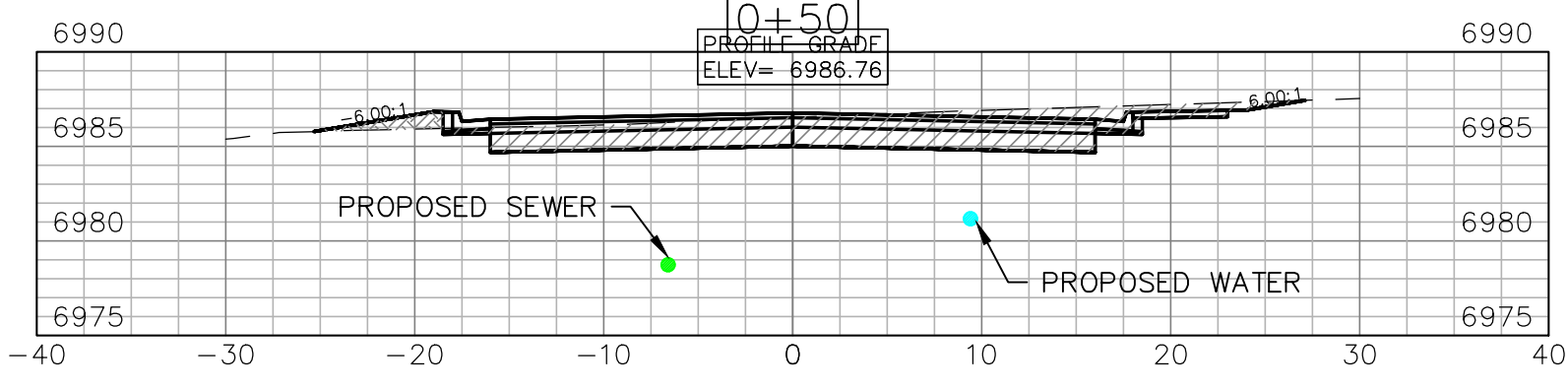
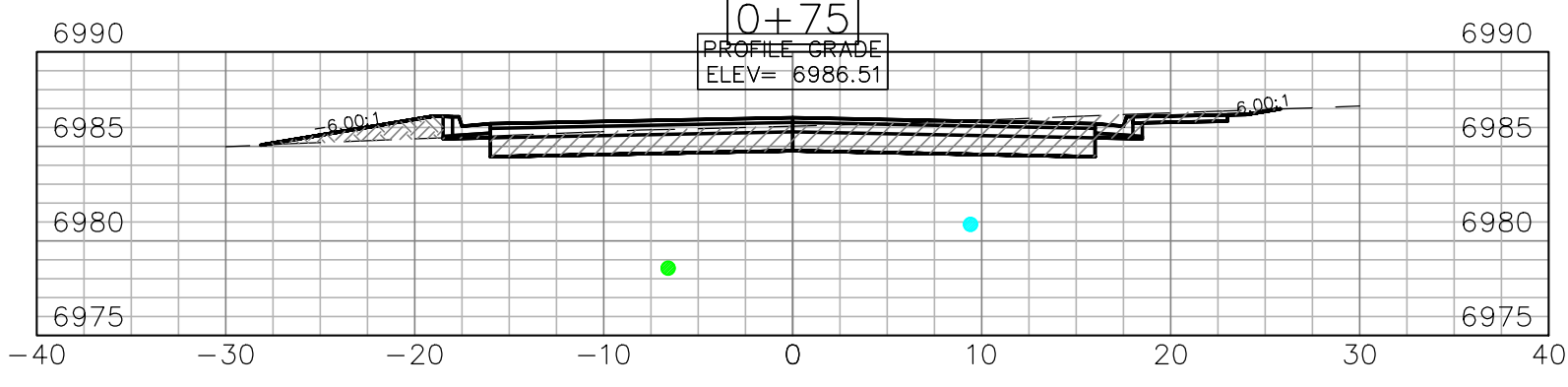
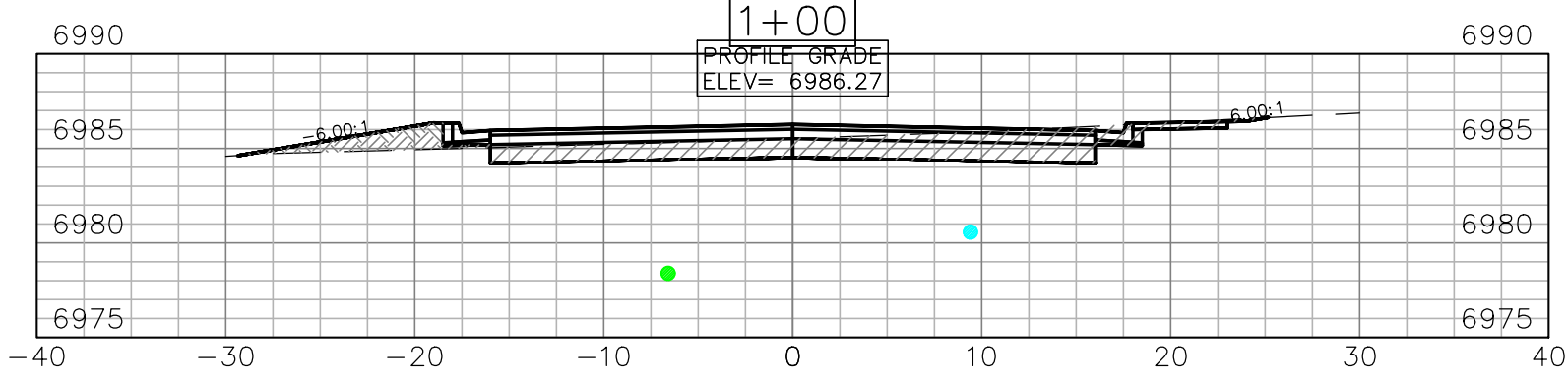
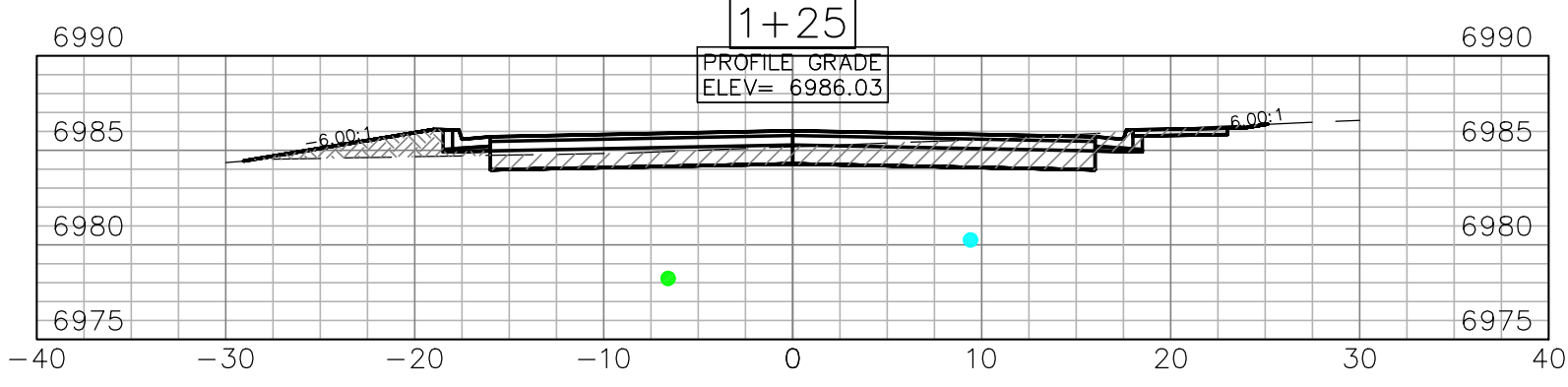
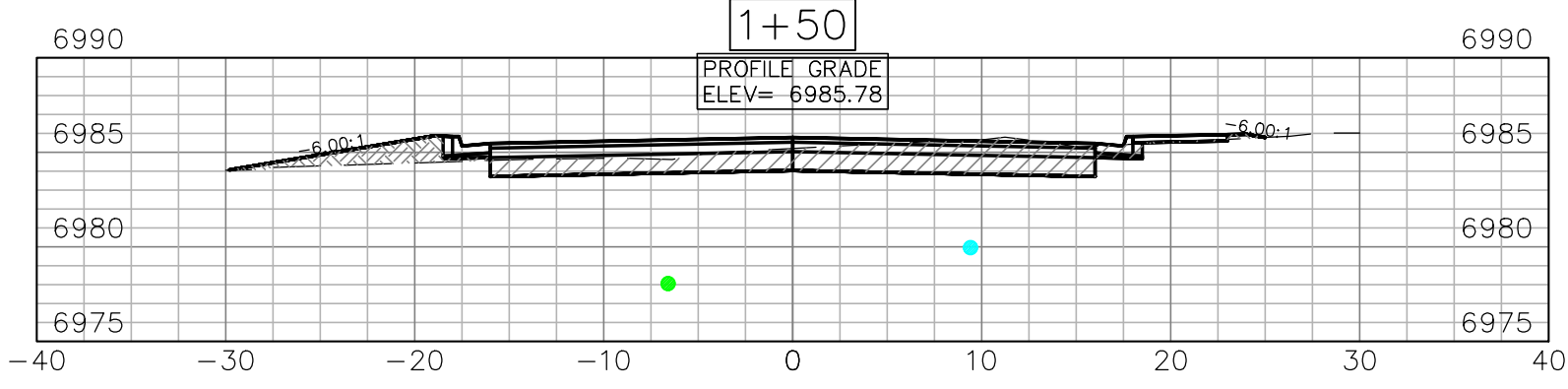
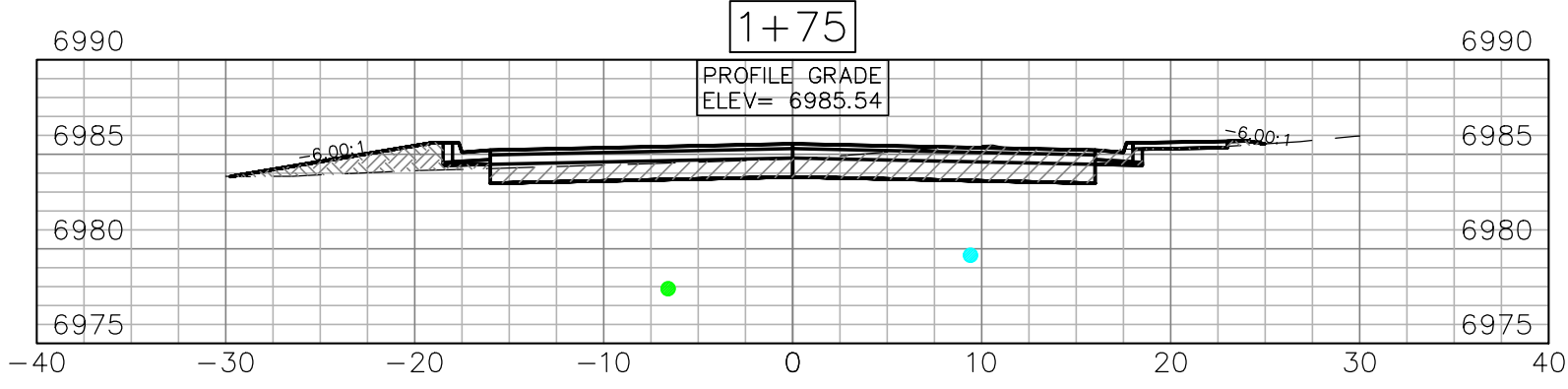
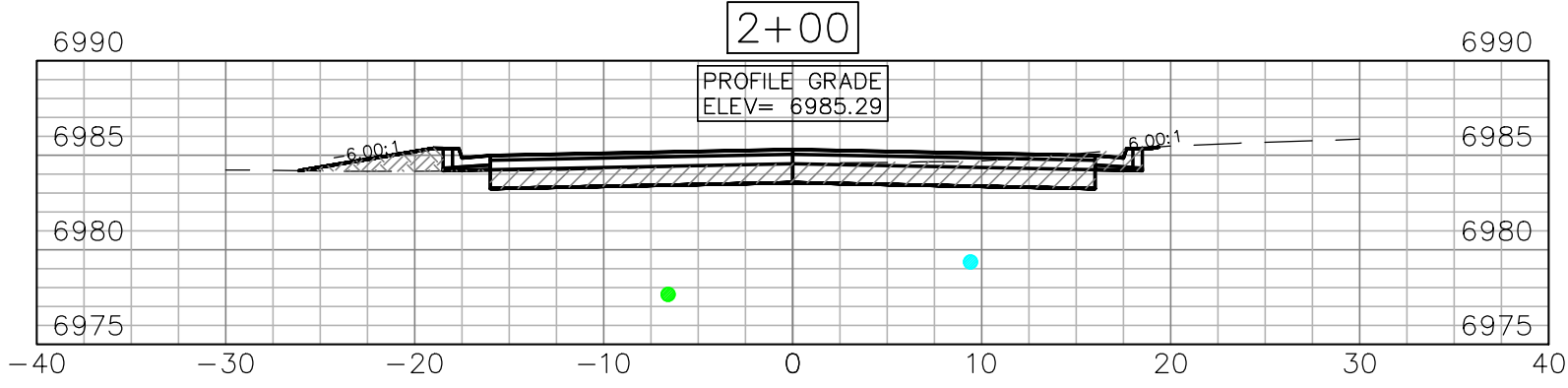
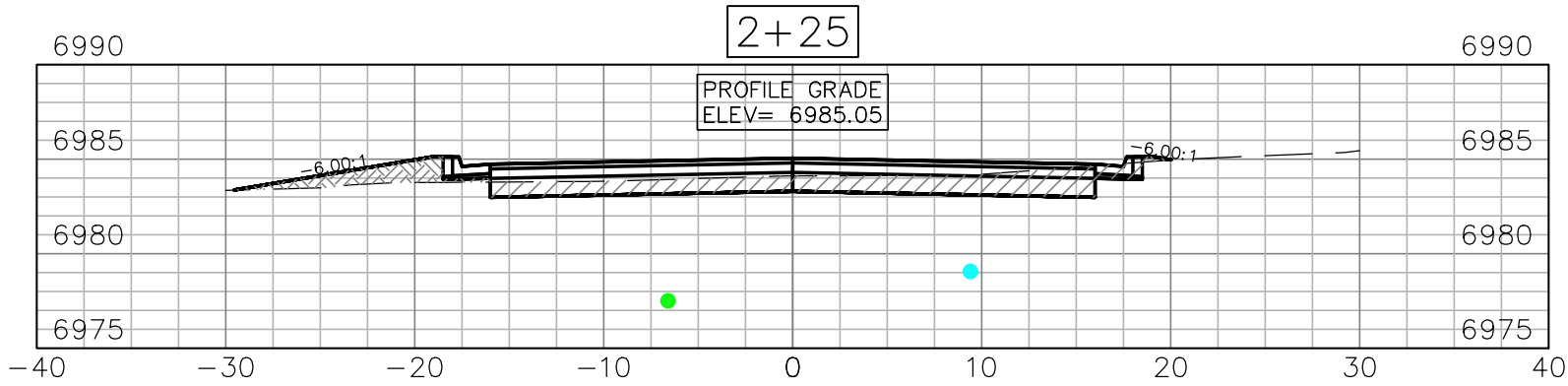
Issue Record:  
PRELIMINARY REVIEW 05-05-2022

Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

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**RD2.02**

9:\2021\21-160\_ridgway\_cffordable housing\cadd\sheets\c2.03\_cross\_sections.dwg DATE:5/5/2022 12:01 PM USER:JENGLISH PLOT SCALE=1:1



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Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
0+25.00	0.00	0.00	0.00	0.00	0.00	0.00
0+50.00	3.27	62.39	1.51	28.88	1.51	28.88
0+75.00	5.84	53.12	4.22	53.47	5.73	82.36
1+00.00	8.02	42.43	6.42	44.24	12.15	126.59
1+25.00	8.11	39.47	7.47	37.92	19.61	164.51
1+50.00	8.84	42.09	7.85	37.76	27.46	202.27
1+75.00	9.99	40.64	8.72	38.30	36.18	240.57
2+00.00	5.15	39.39	7.01	37.05	43.19	277.62
2+25.00	8.52	31.84	6.33	32.97	49.51	310.59
2+50.00	8.25	31.08	7.76	29.13	57.28	339.72
2+75.00	6.90	35.34	7.01	30.75	64.29	370.47
3+00.00	5.37	48.22	5.68	38.68	69.97	409.16
3+25.00	0.00	0.00	2.49	22.32	72.45	431.48
3+50.00	0.00	0.00	0.00	0.00	72.45	431.48
3+75.00	0.00	0.00	0.00	0.00	72.45	431.48
4+00.00	0.00	0.00	0.00	0.00	72.45	431.48
4+25.00	0.00	0.00	0.00	0.00	72.45	431.48
4+50.00	0.00	0.00	0.00	0.00	72.45	431.48
4+75.00	0.00	0.00	0.00	0.00	72.45	431.48
5+00.00	0.00	0.00	0.00	0.00	72.45	431.48
5+25.00	0.00	0.00	0.00	0.00	72.45	431.48

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CROSS SECTIONS - OTTO ST

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PRELIMINARY REVIEW 05-05-2022

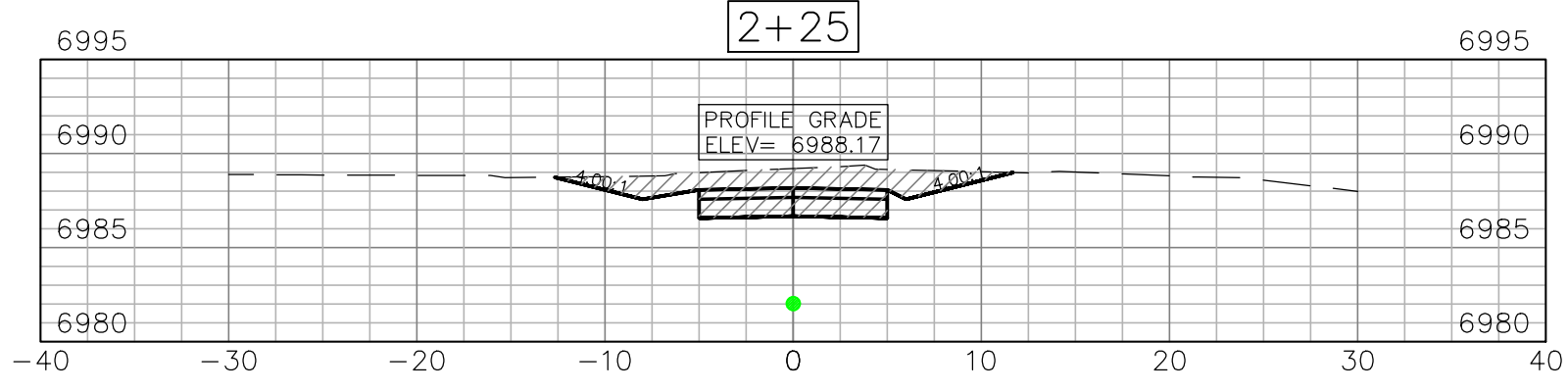
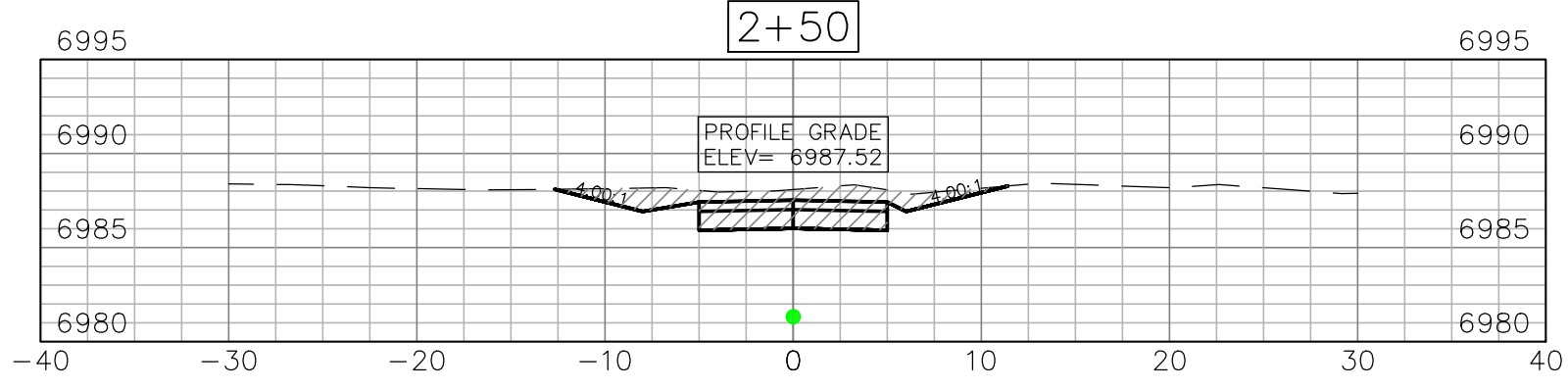
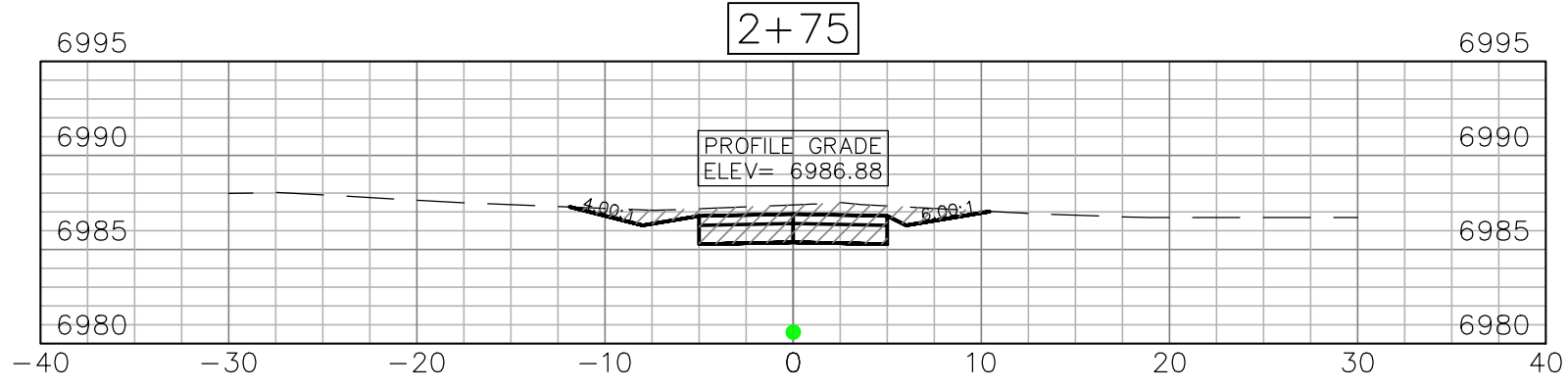
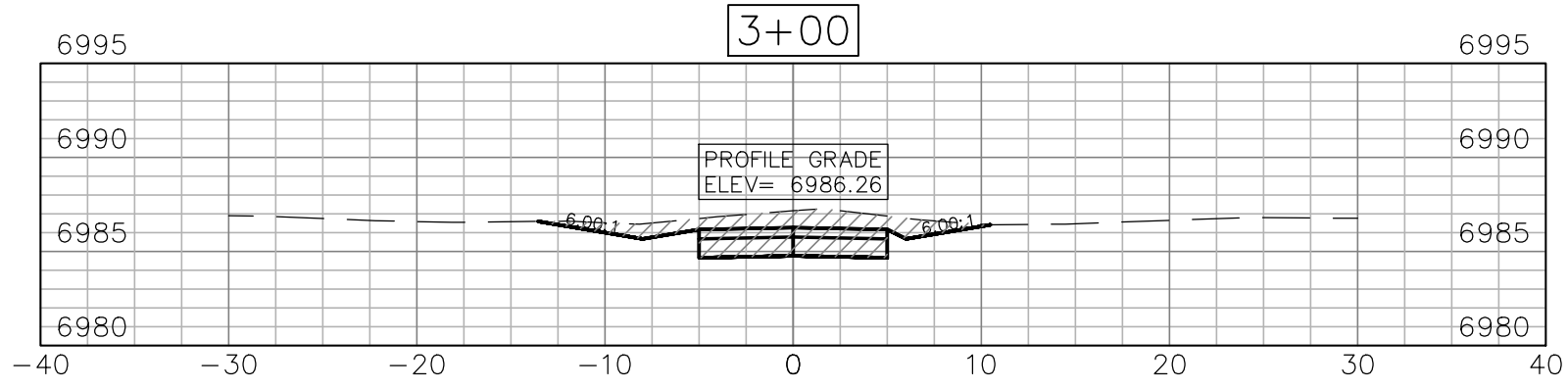
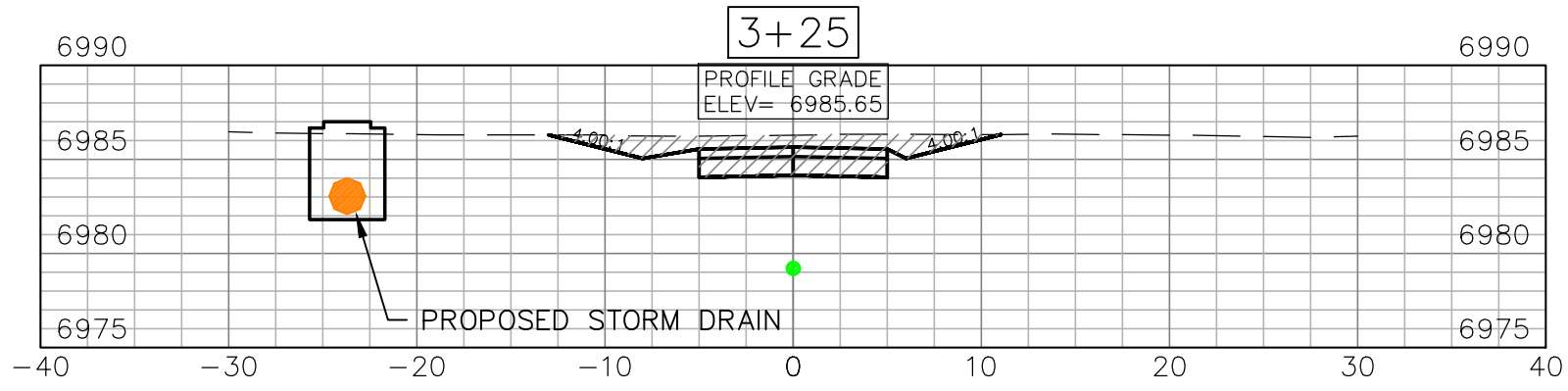
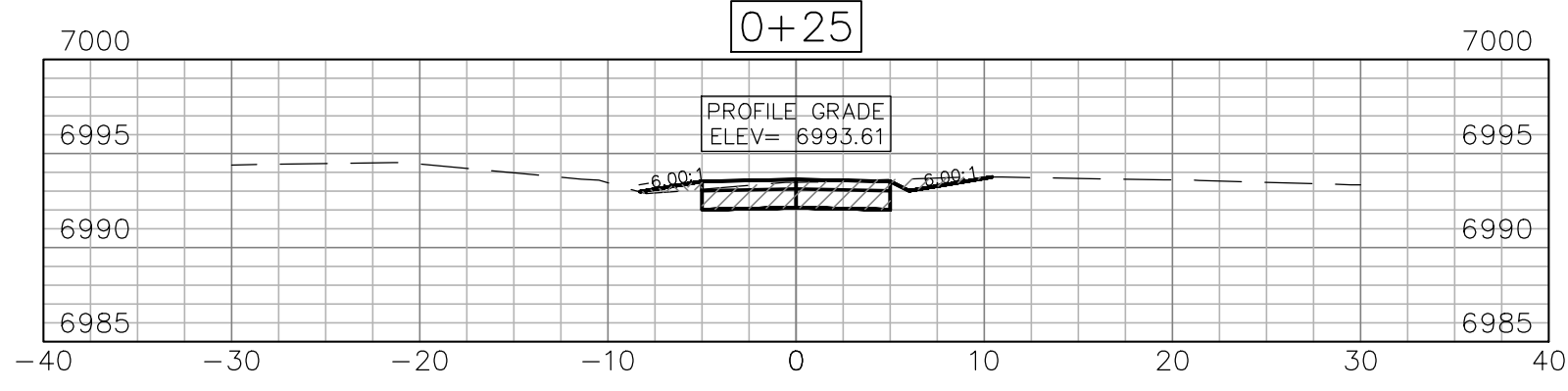
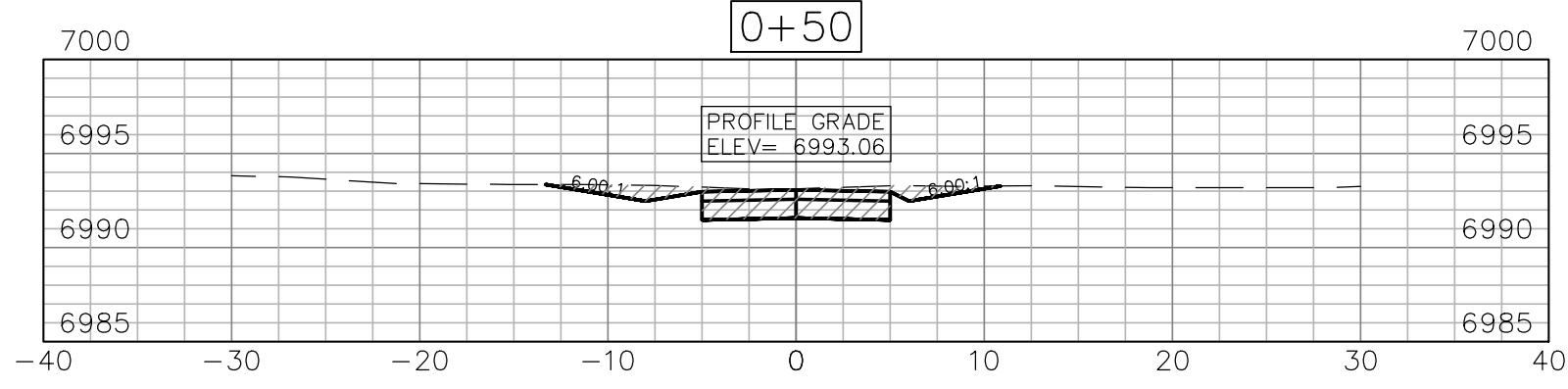
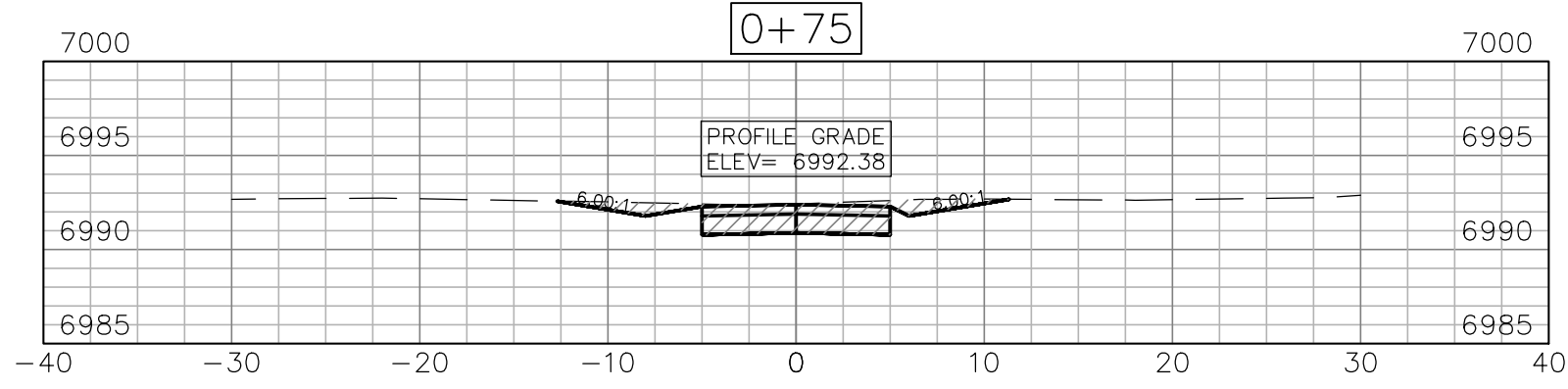
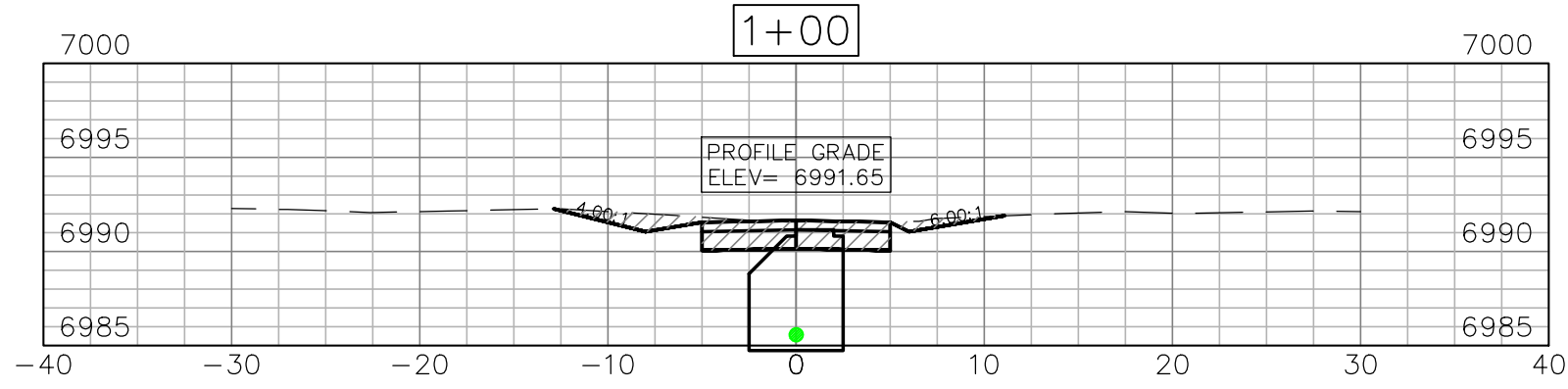
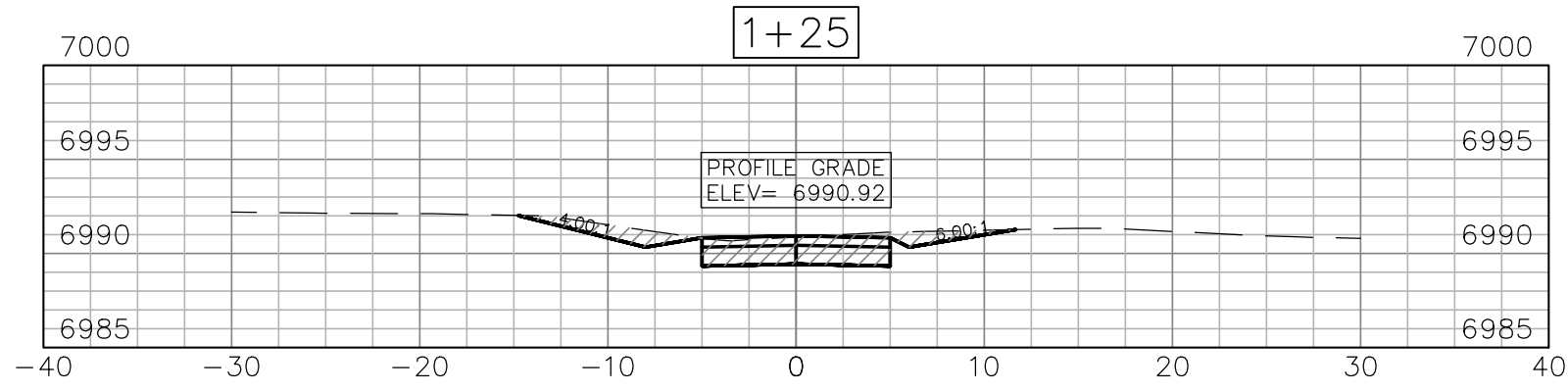
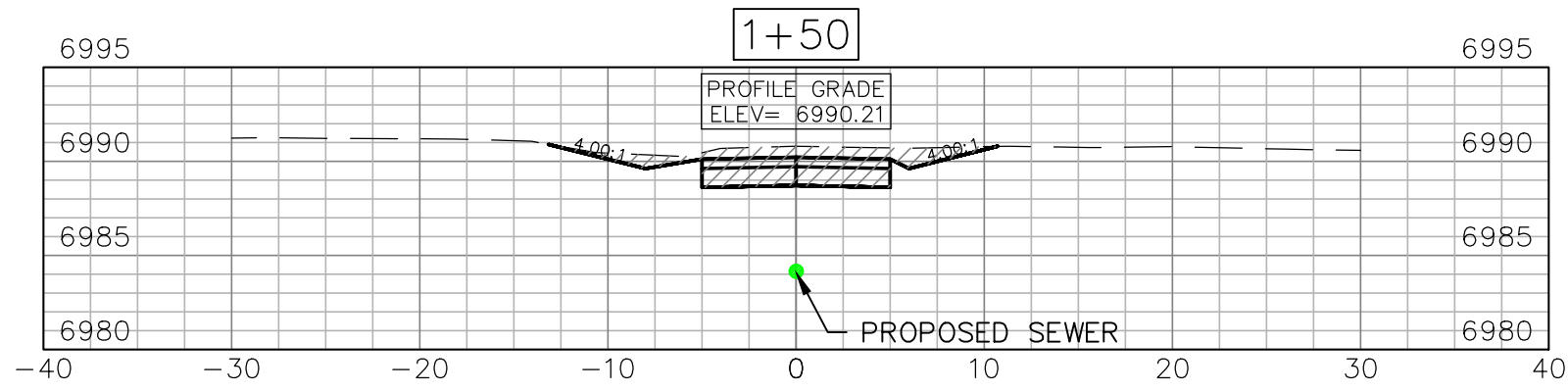
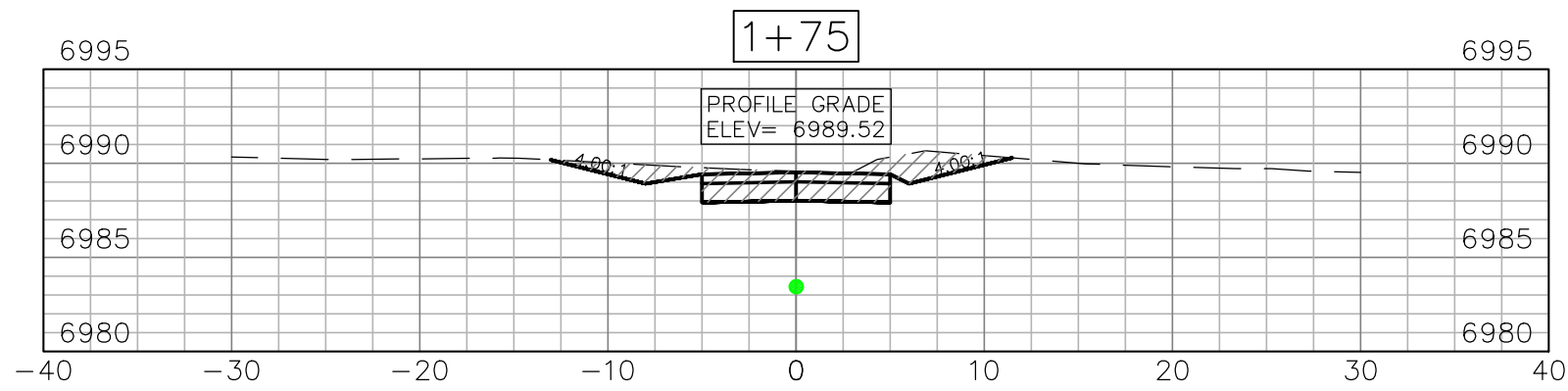
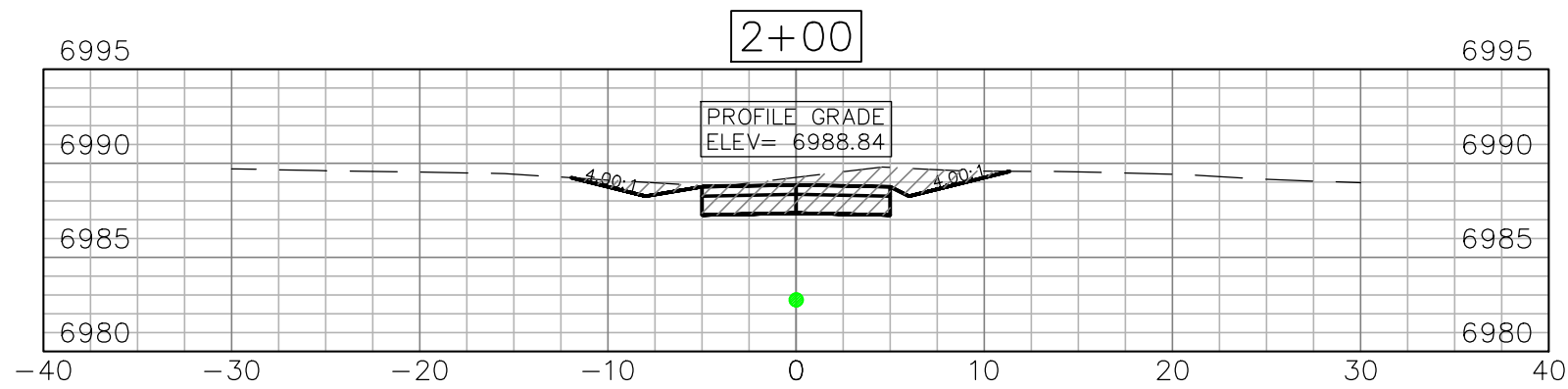
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Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

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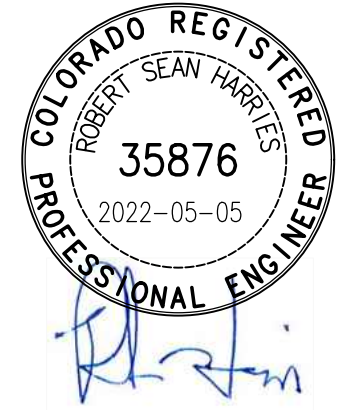


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Alley – EARTHWORK TABULATION						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
0+25.00	0.89	15.38	0.00	0.00	0.00	0.00
0+50.00	0.00	22.93	0.41	17.74	0.41	17.74
0+75.00	0.00	22.09	0.00	20.84	0.41	38.58
1+00.00	0.00	21.33	0.00	20.10	0.41	58.68
1+25.00	0.00	22.81	0.00	20.43	0.41	79.11
1+50.00	0.00	26.81	0.00	22.97	0.41	102.08
1+75.00	0.00	27.95	0.00	25.35	0.41	127.43
2+00.00	0.00	27.56	0.00	25.70	0.41	153.13
2+25.00	0.00	37.30	0.00	30.03	0.41	183.16
2+50.00	0.00	30.30	0.00	31.30	0.41	214.45
2+75.00	0.00	26.26	0.00	26.18	0.41	240.64
3+00.00	0.00	30.98	0.00	26.50	0.41	267.14
3+25.00	0.00	32.01	0.00	29.16	0.41	296.30

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CROSS SECTIONS - ALLEY

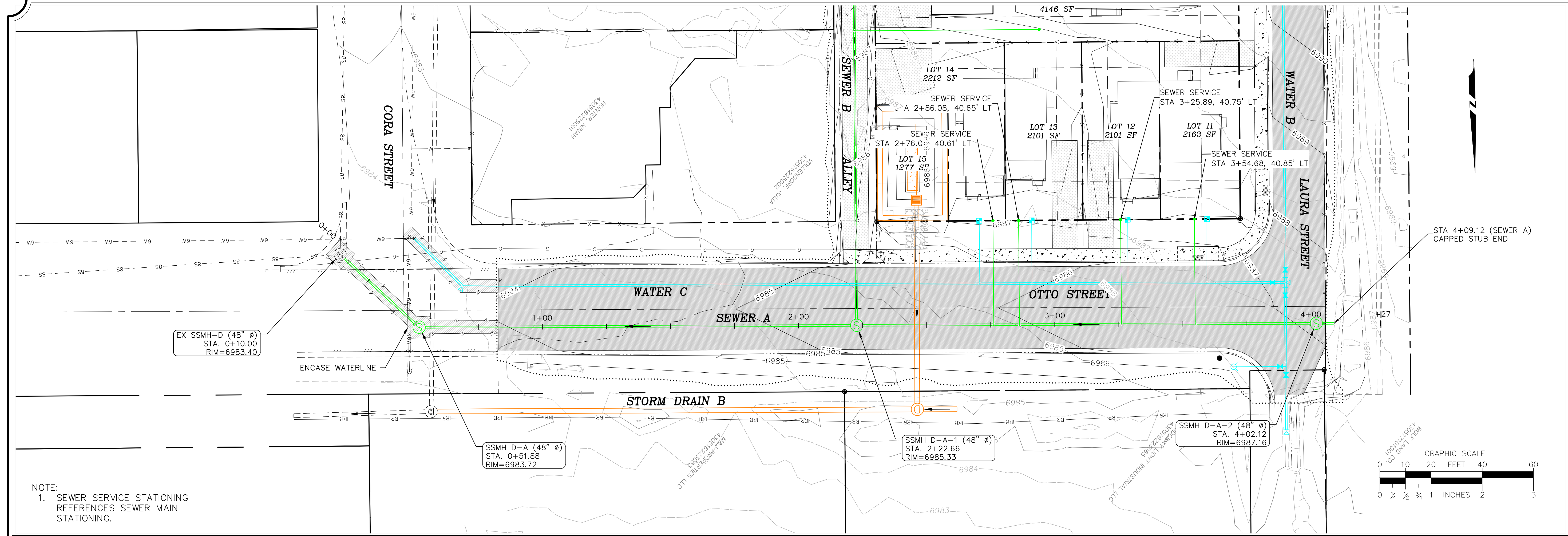
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PRELIMINARY REVIEW 05-05-2022

Revisions:  
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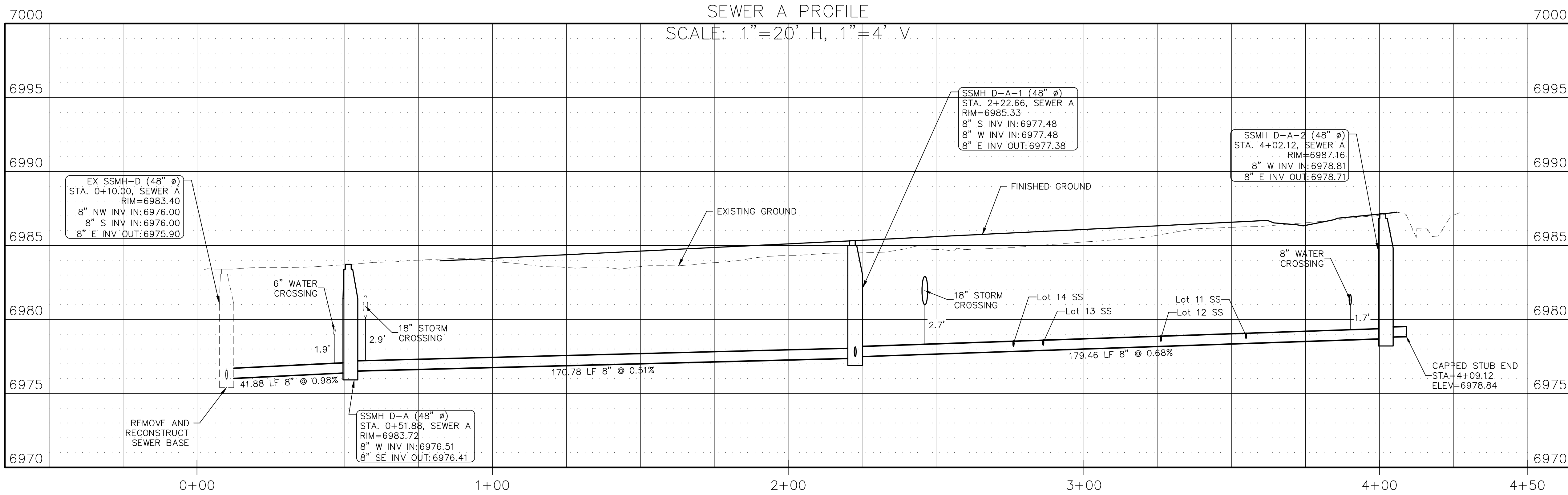
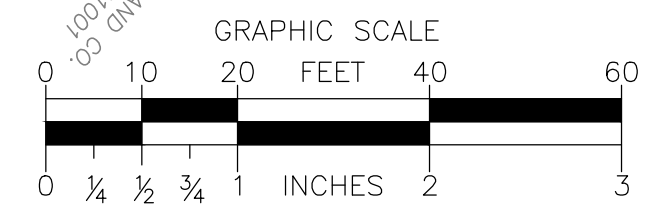
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Designed by: RSH  
Checked By: RSH

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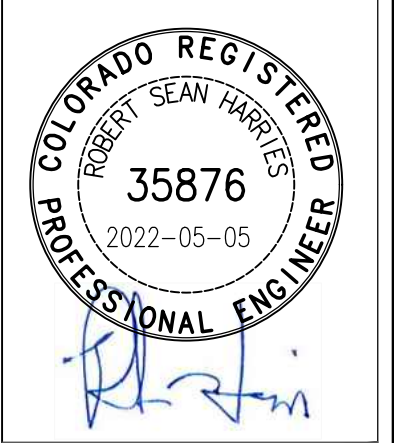




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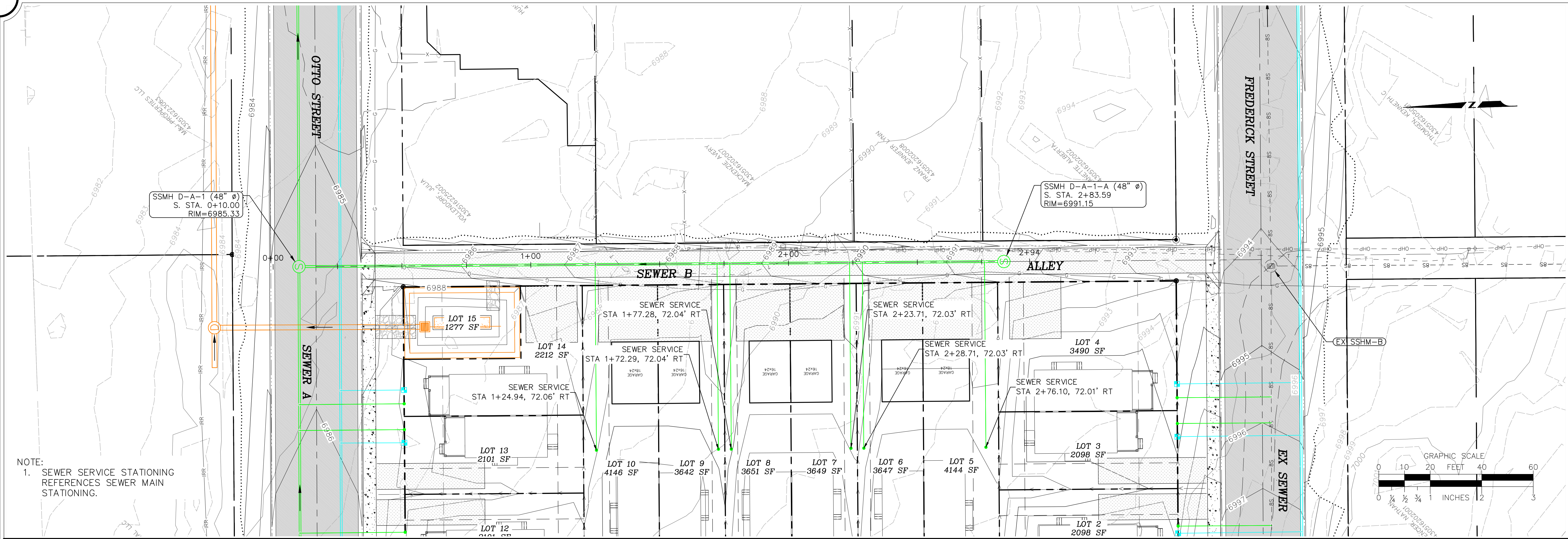
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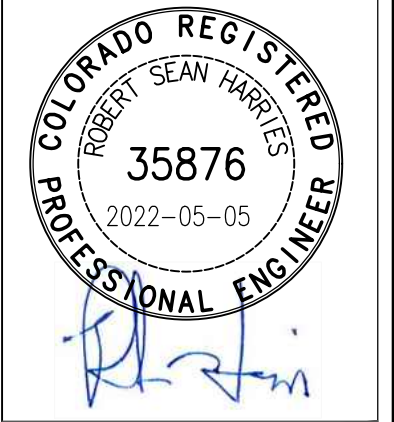
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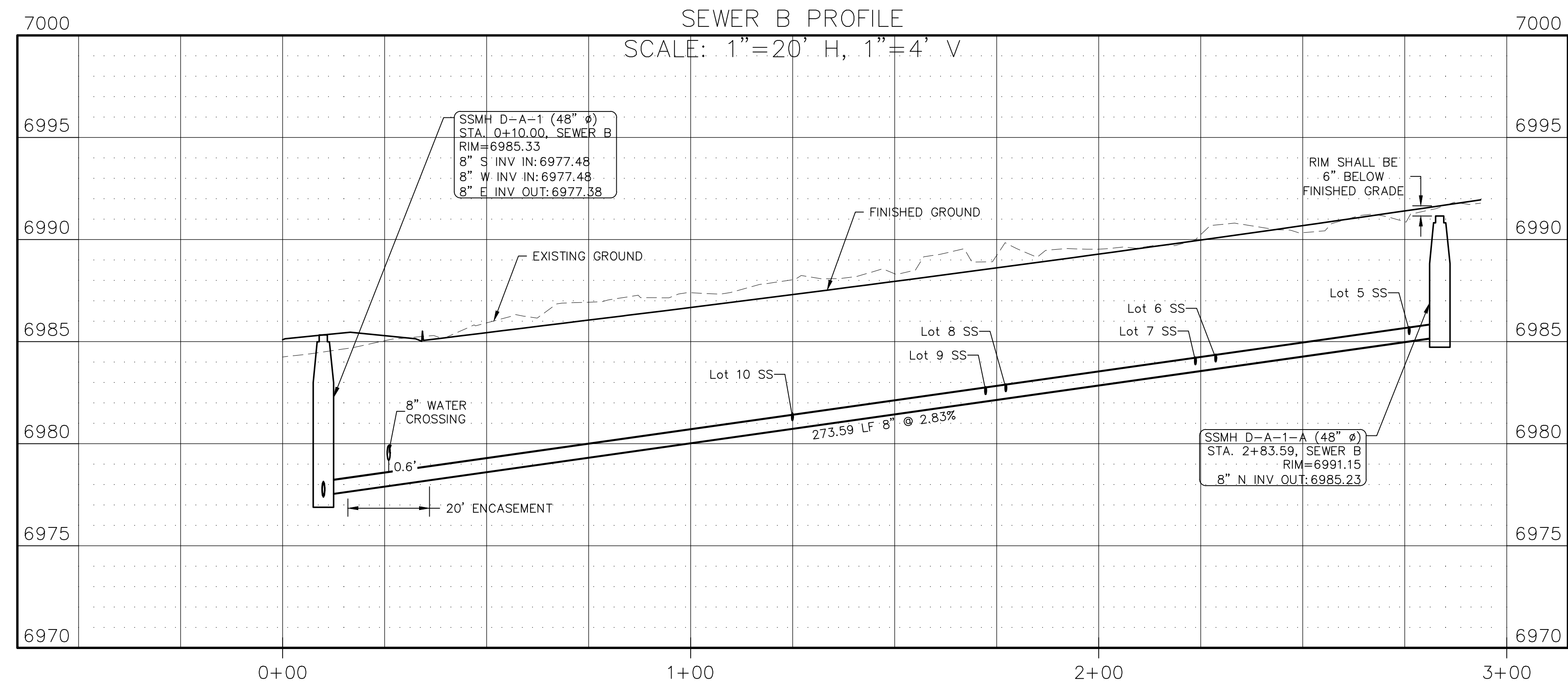
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SEWER B PLAN & PROFILE**

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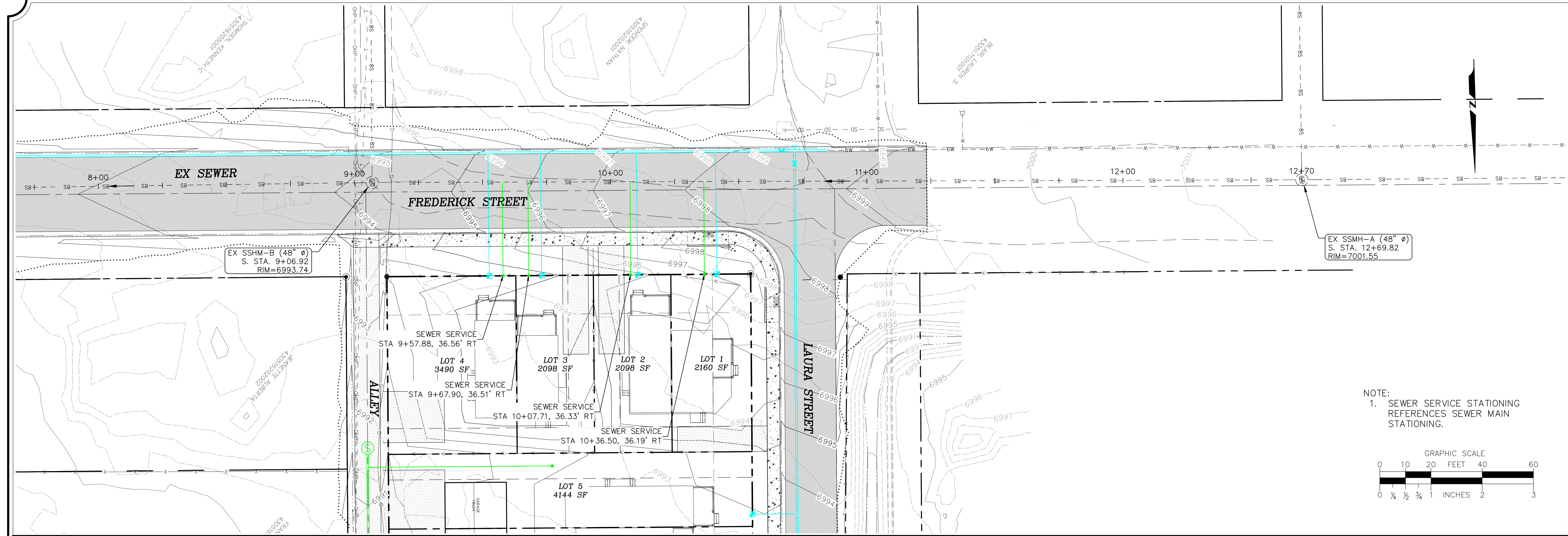
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Checked By: RSH

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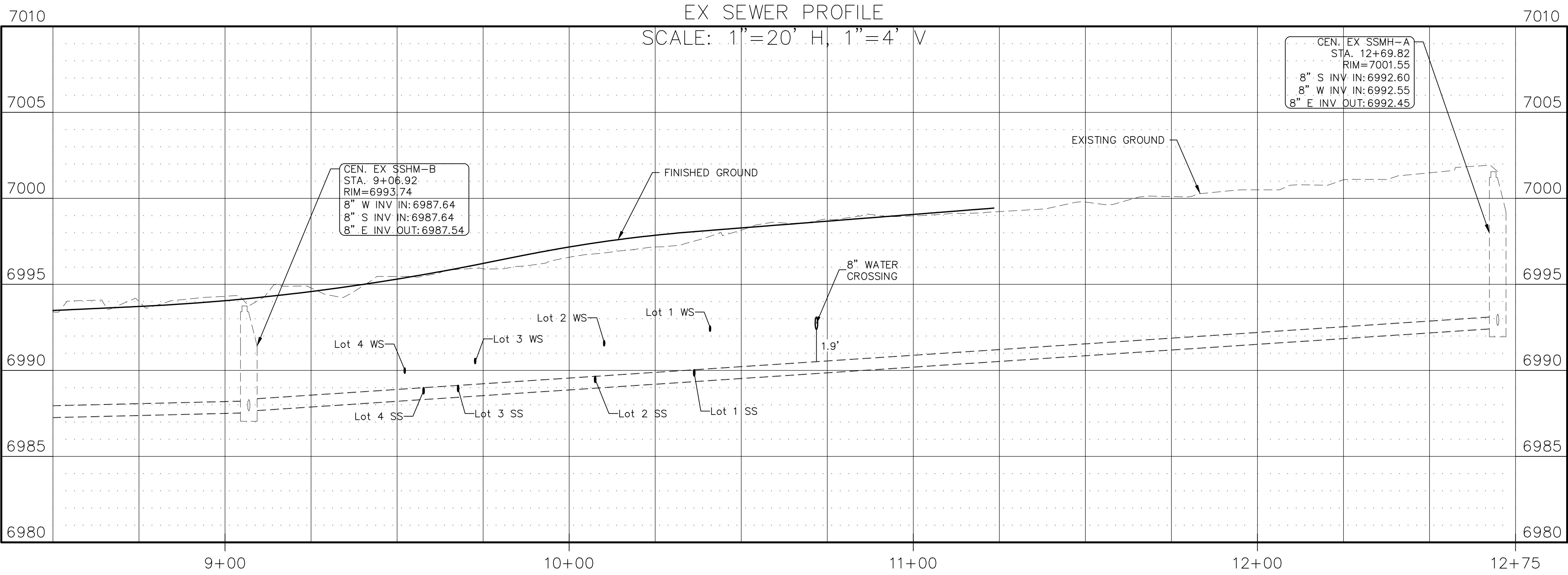
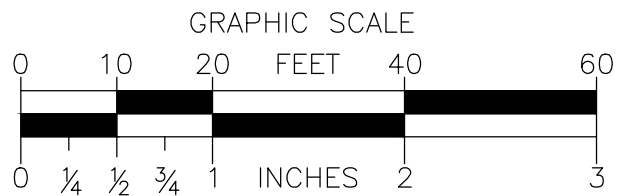


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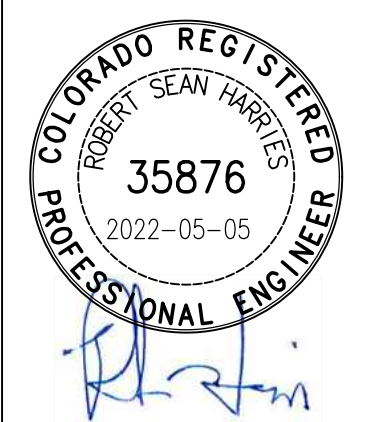




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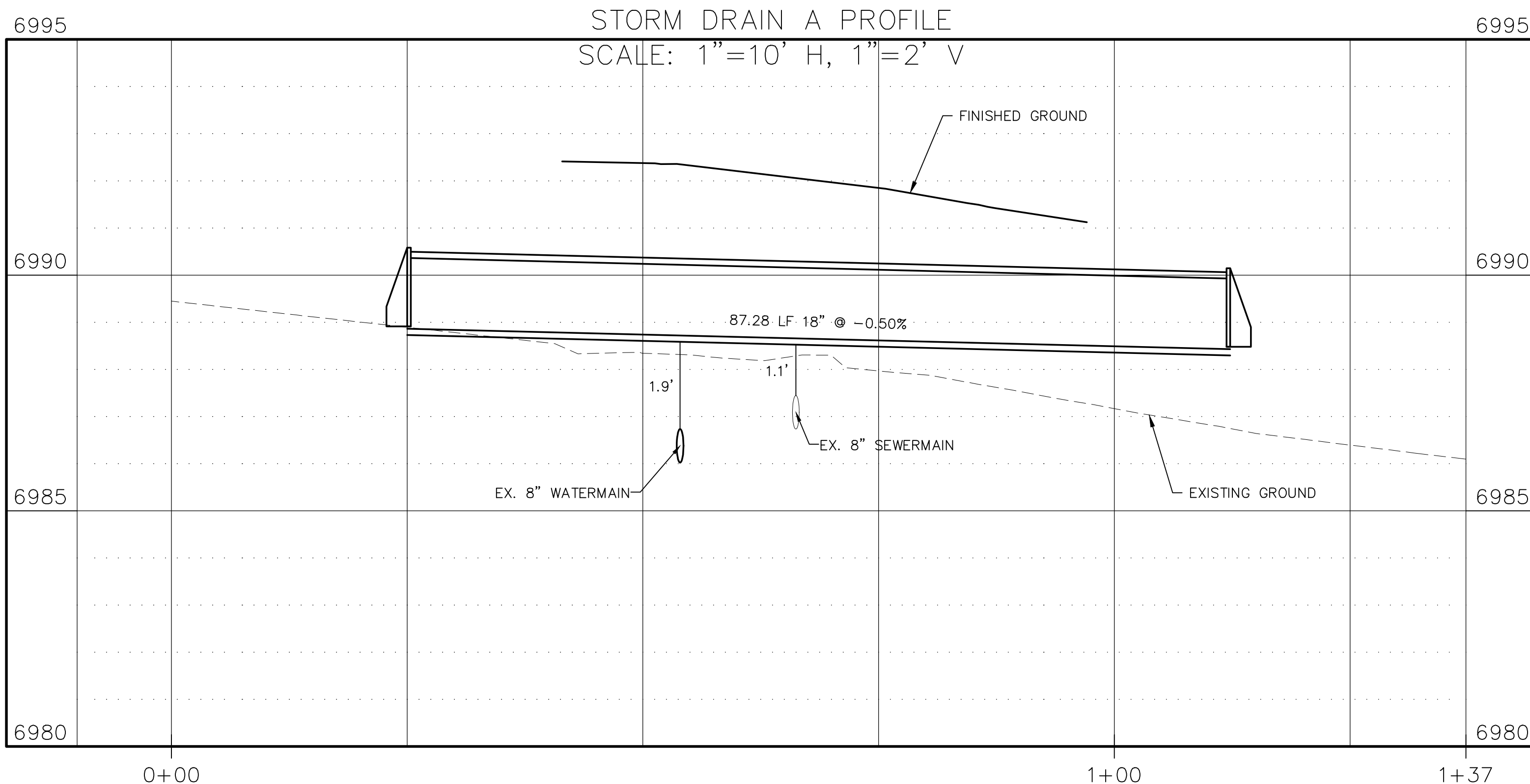
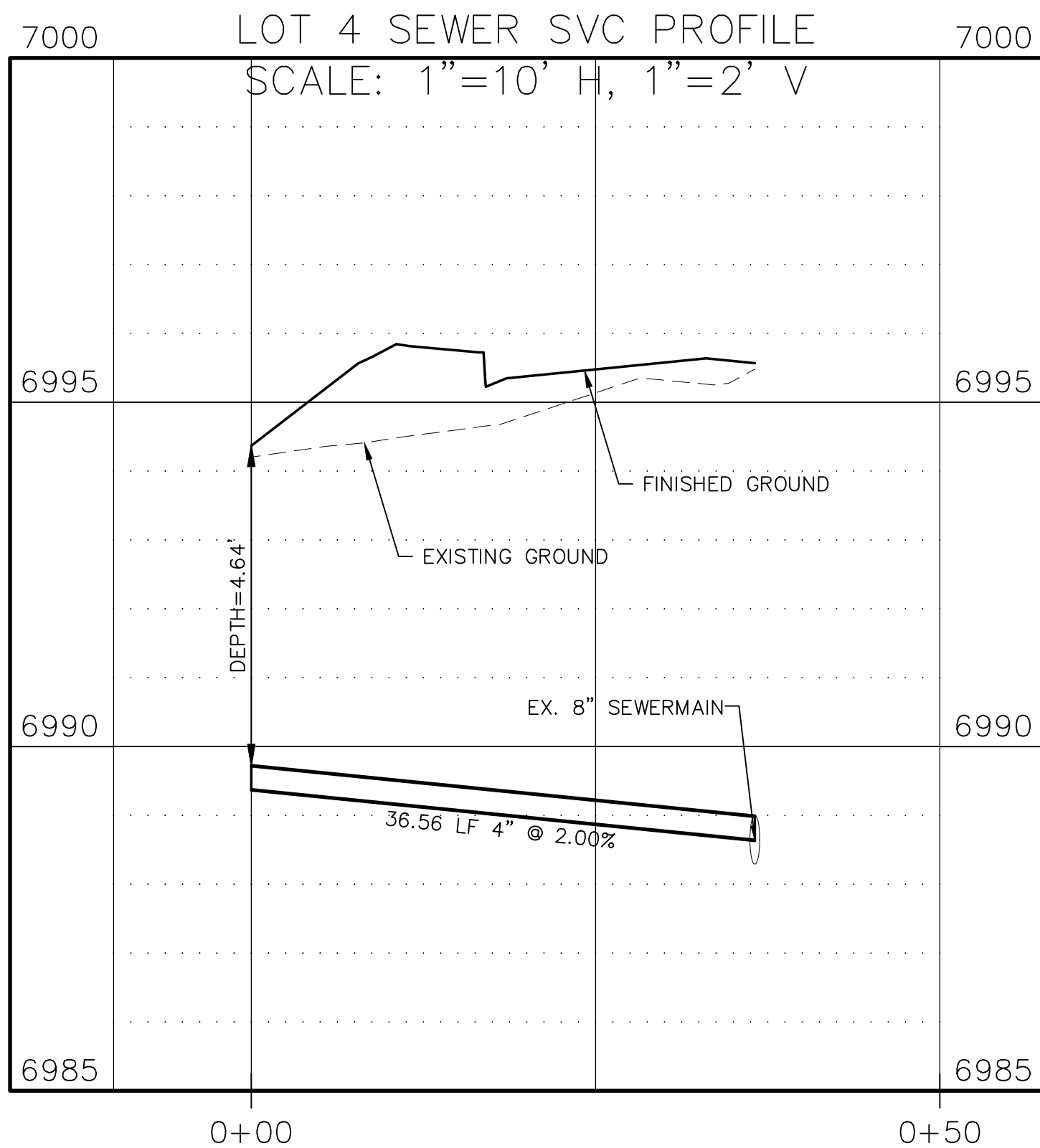
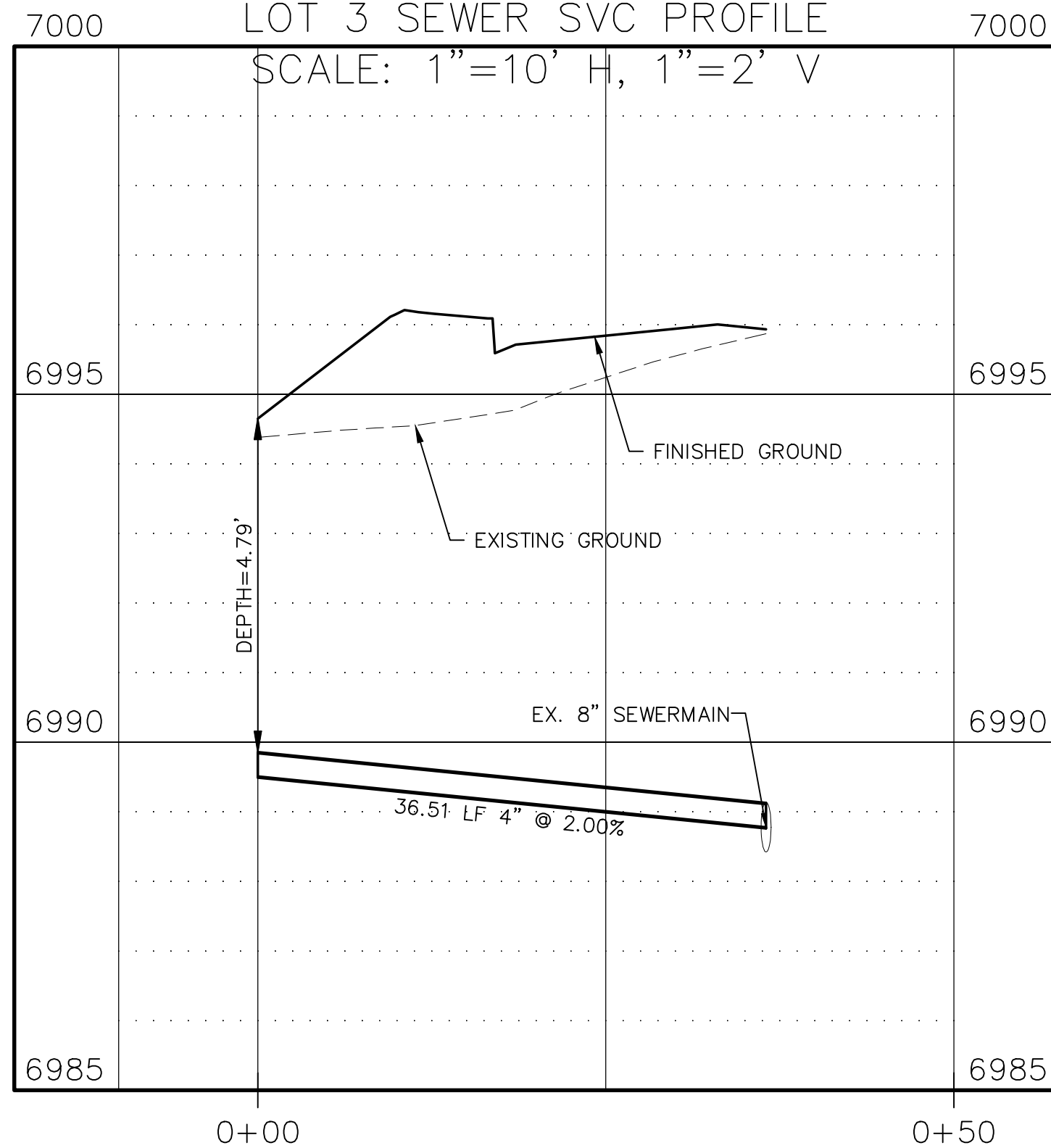
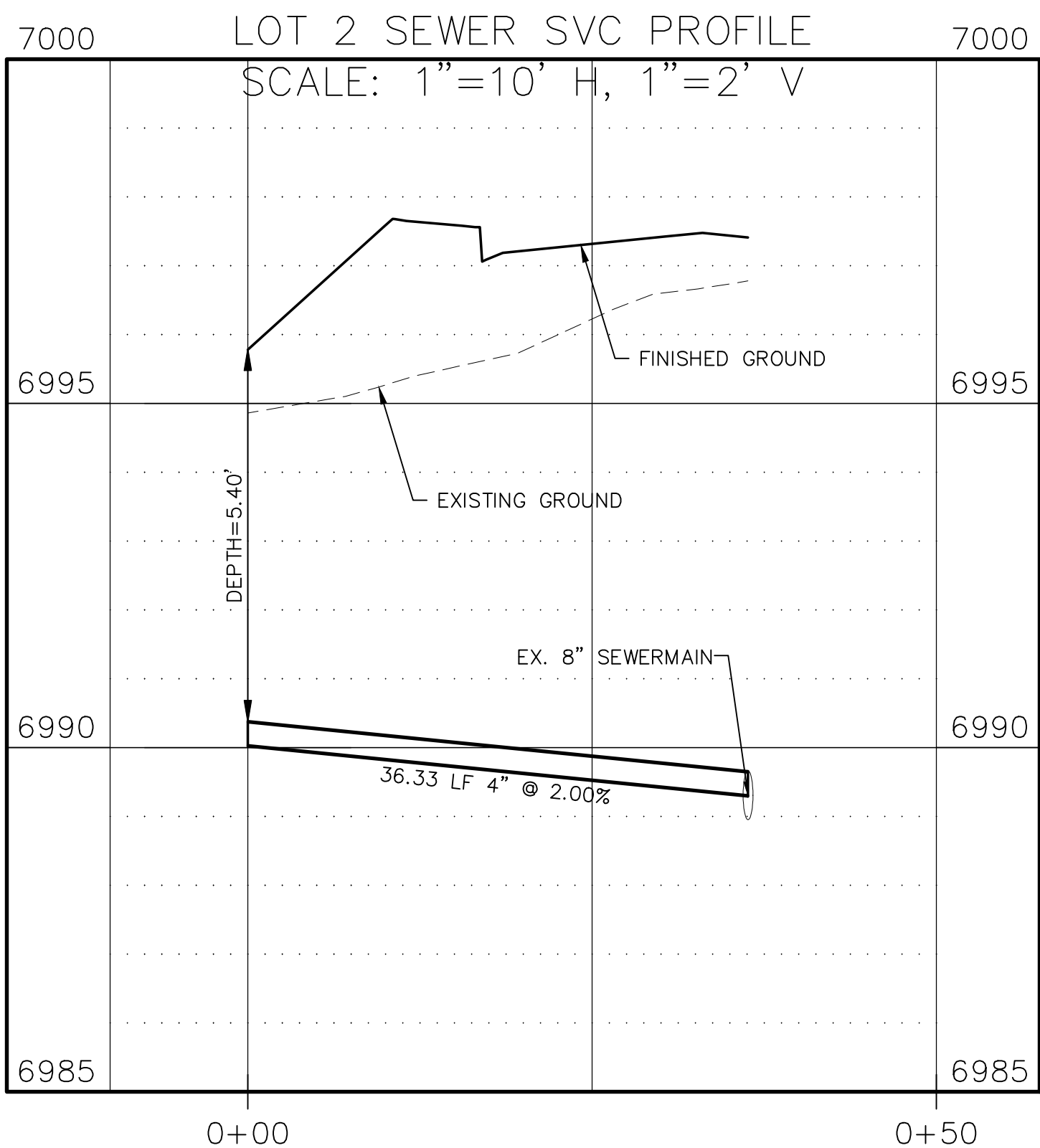
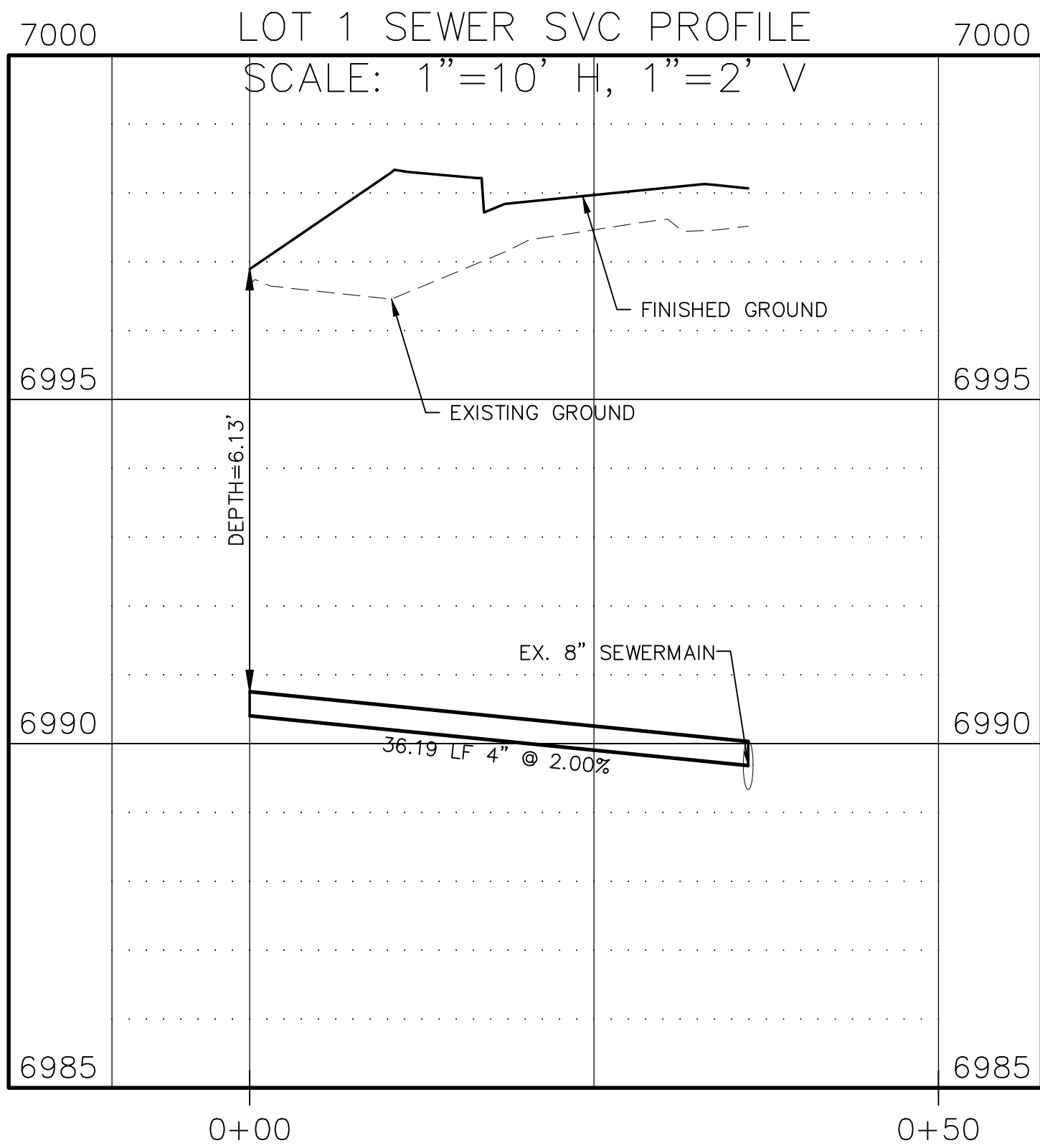
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Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
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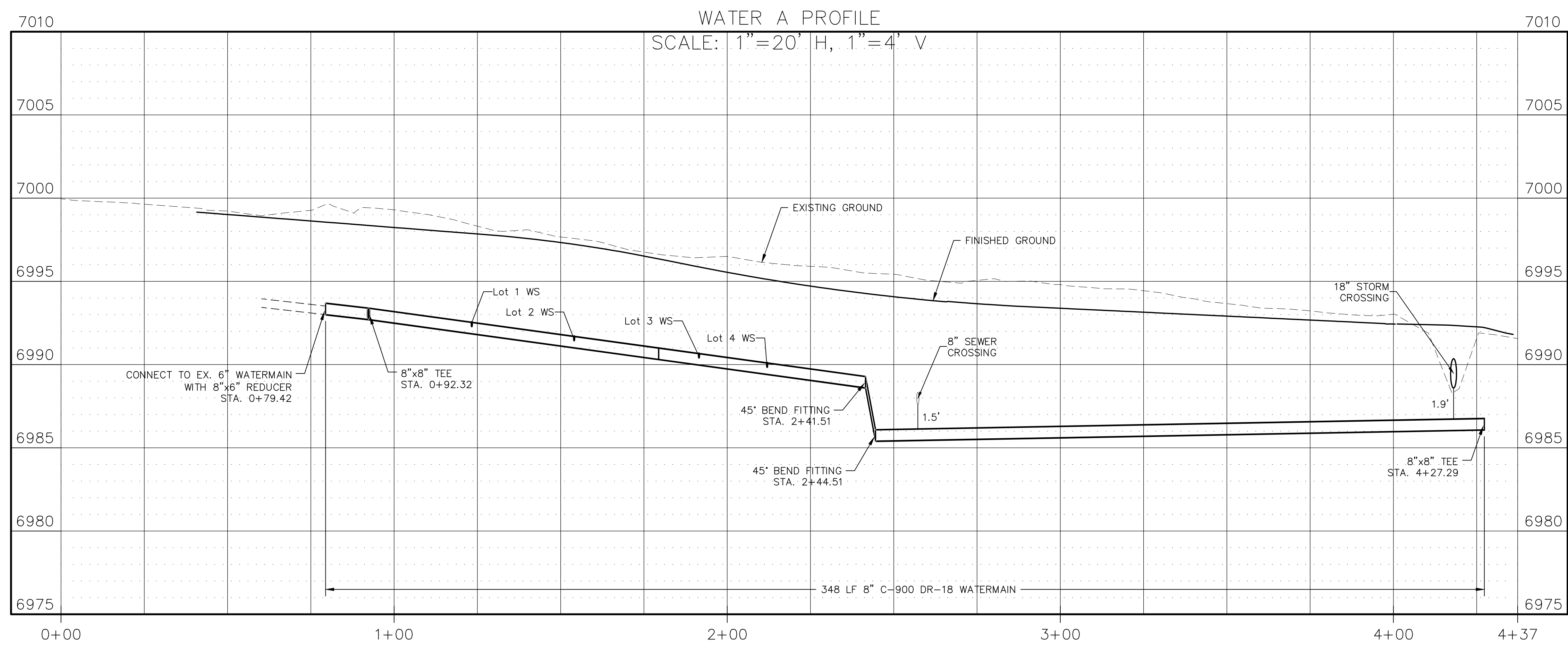
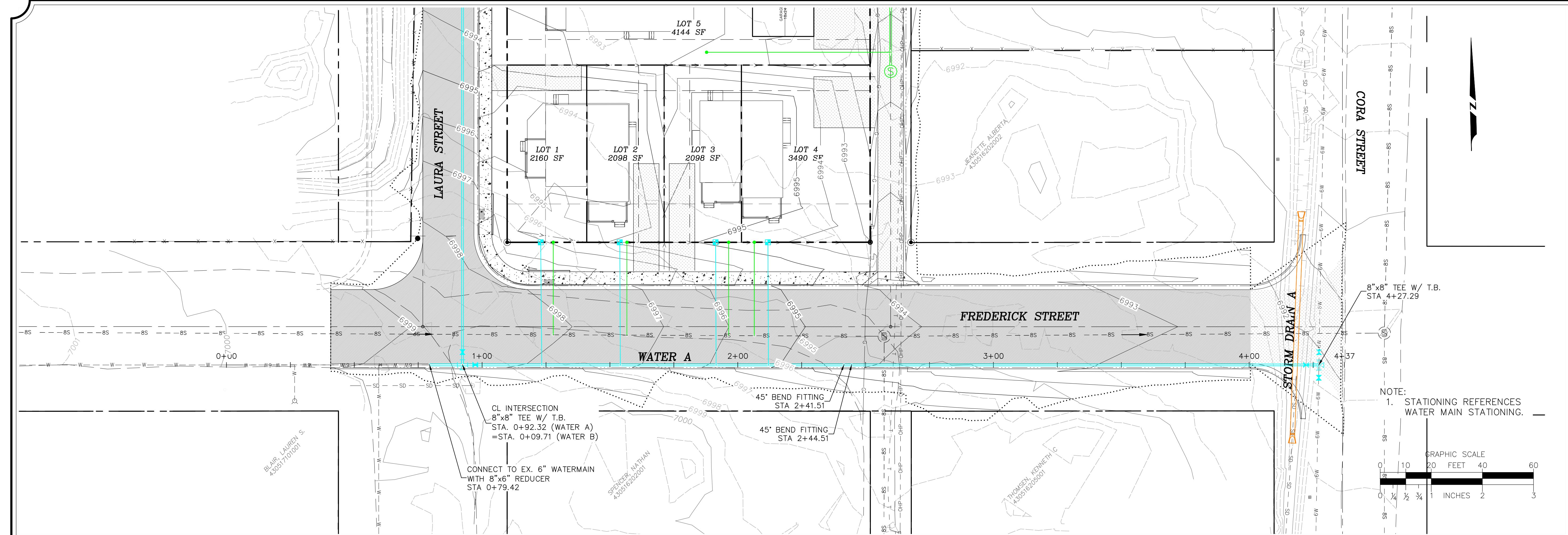
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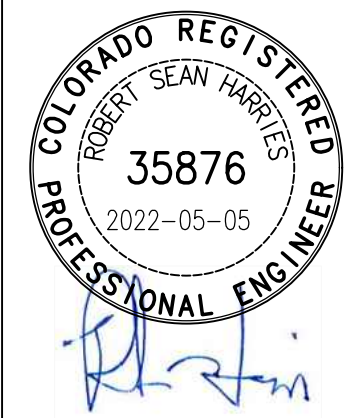






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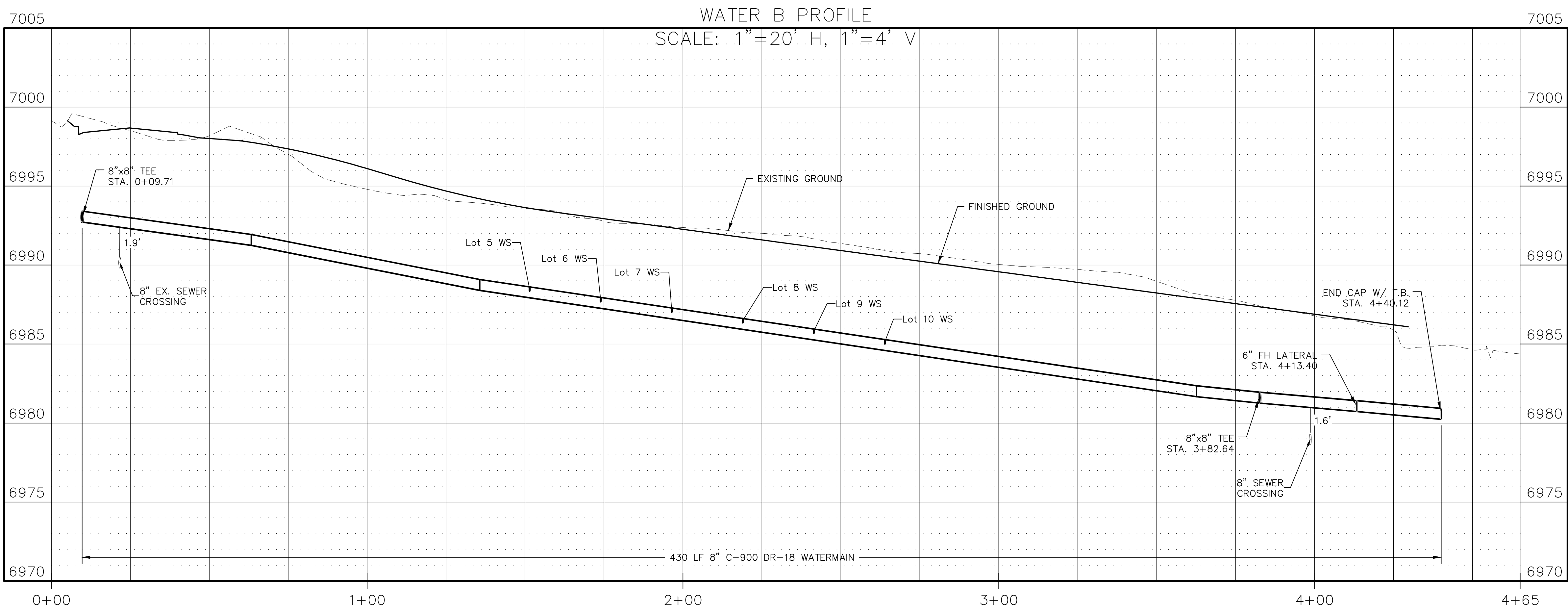
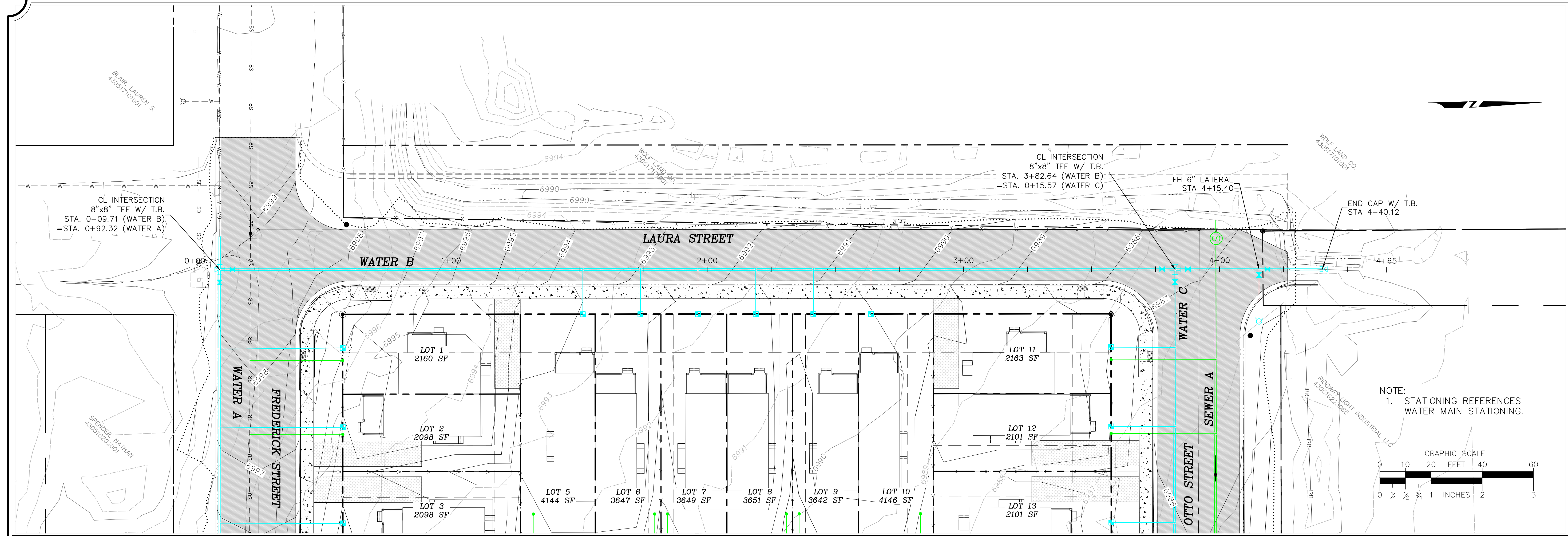
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Revisions:

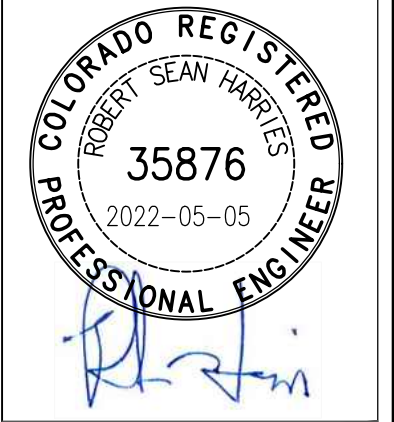
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Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

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**W1.02**

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WATER C PLAN & PROFILE**

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Revisions:

Project Number: 21-160

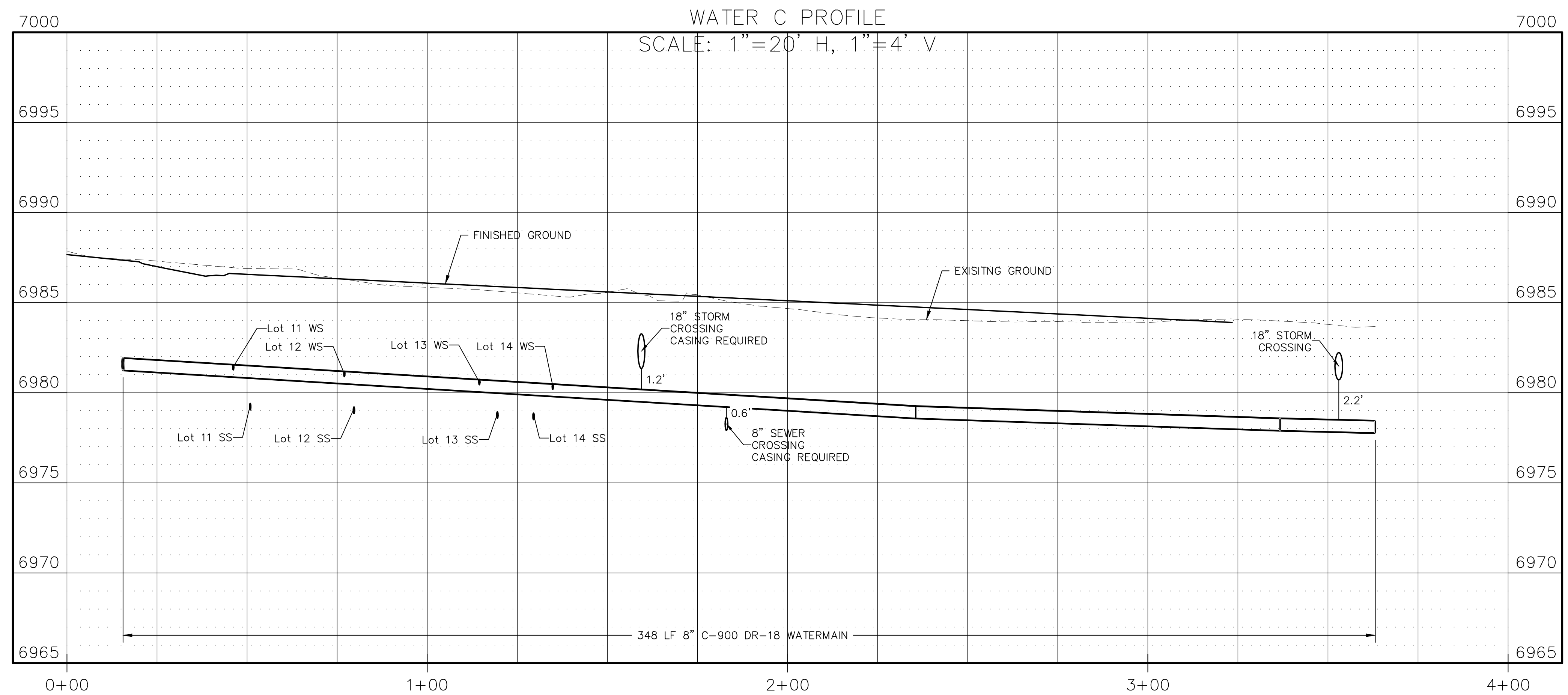
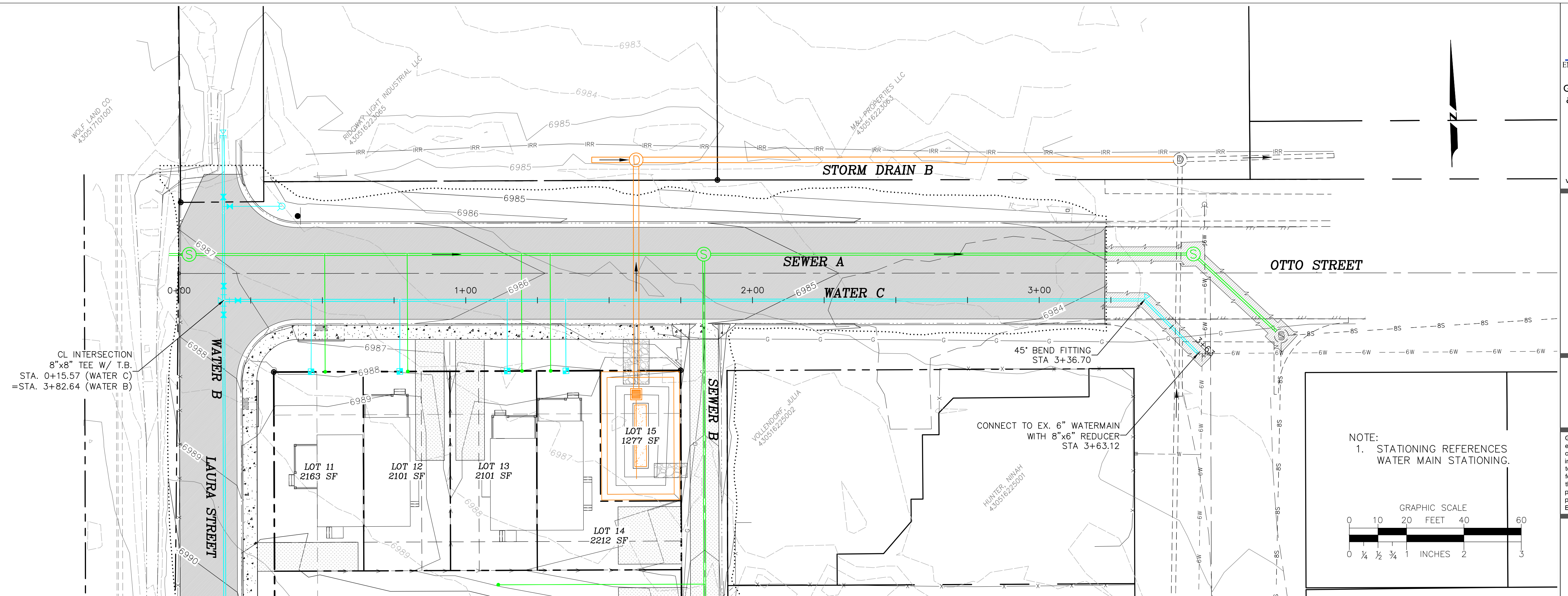
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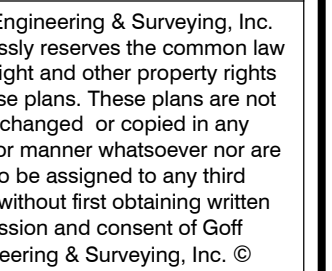
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STORM DRAIN B PLAN & PROFILE

Issue Record:

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Revisions:

Project Number: 21-160

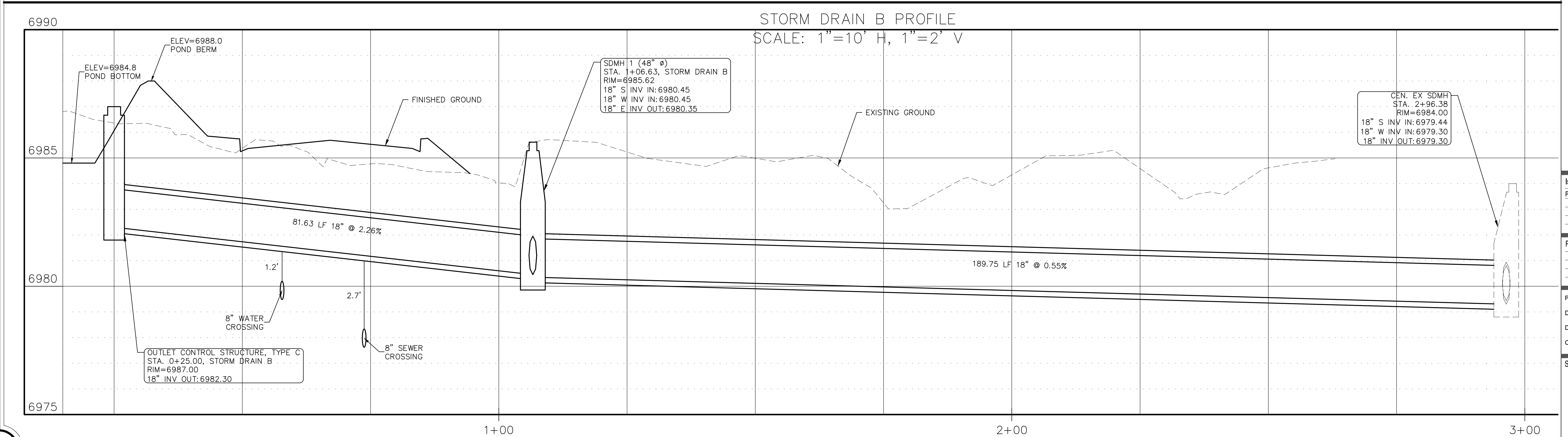
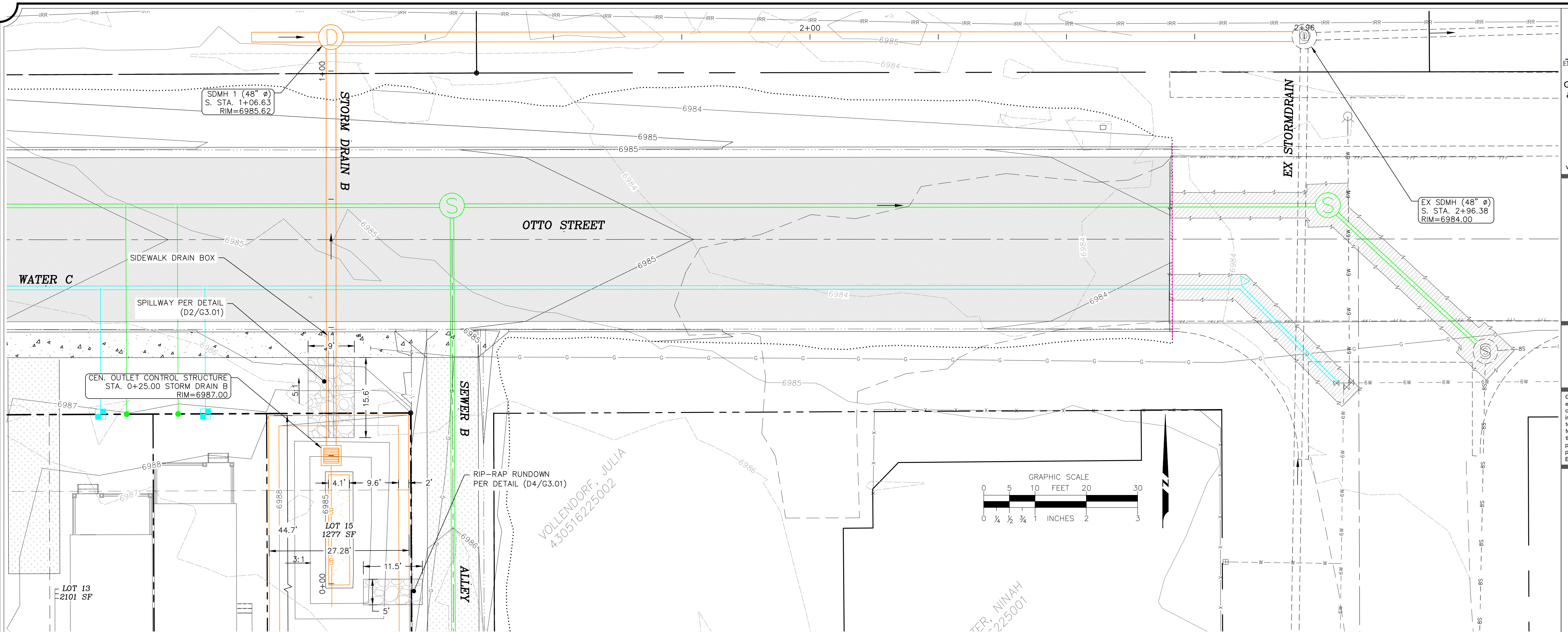
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Checked By: RSH

Sheet

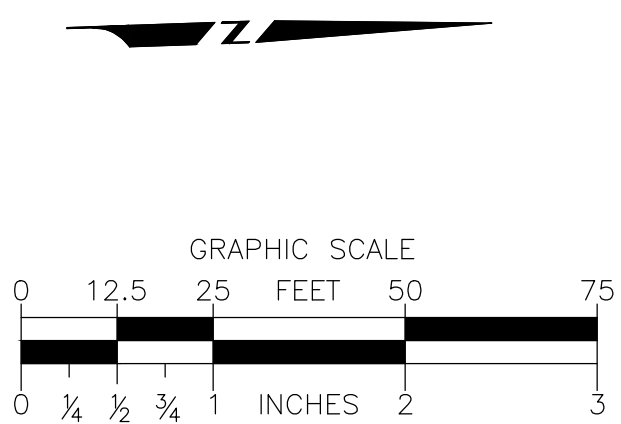
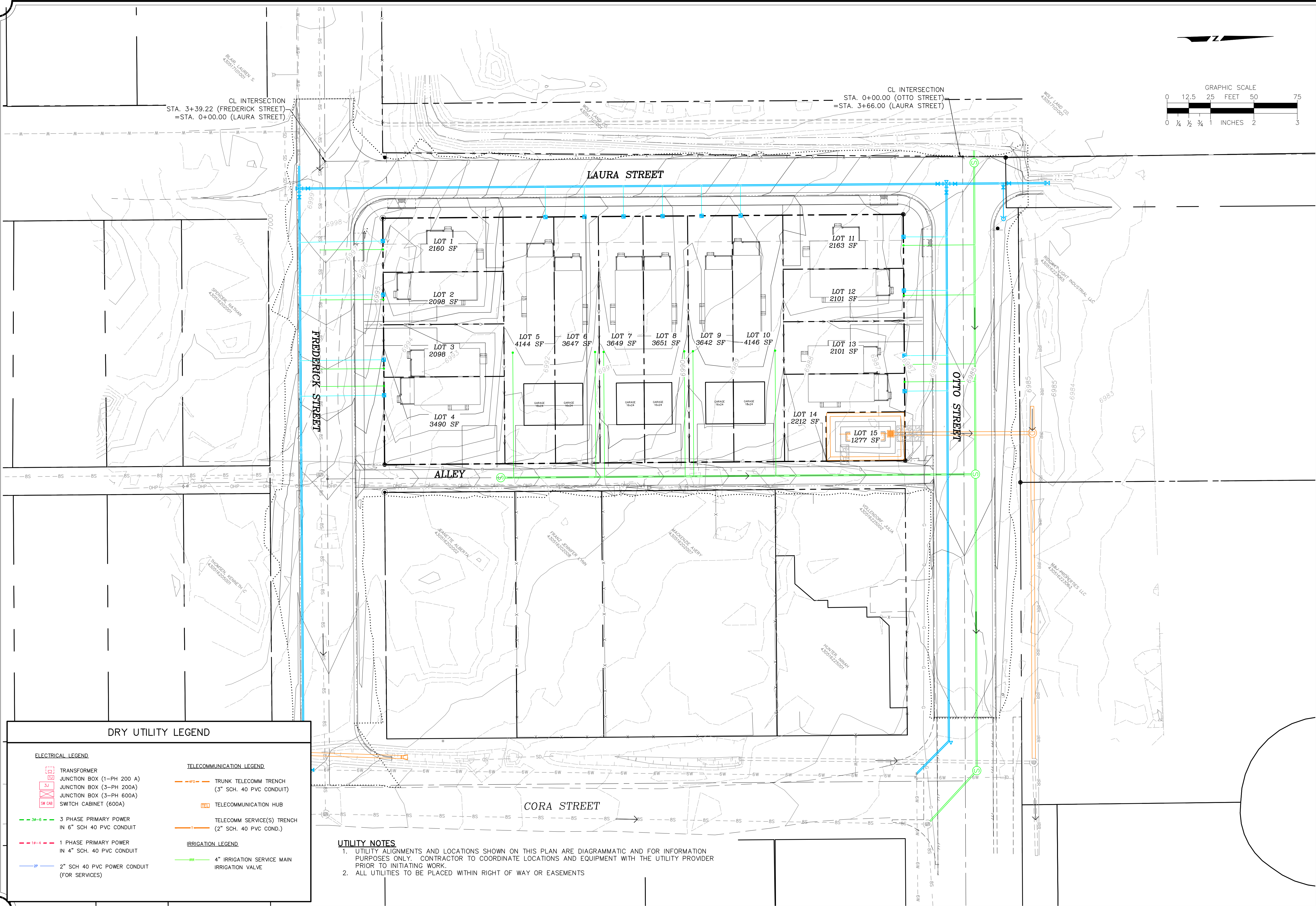
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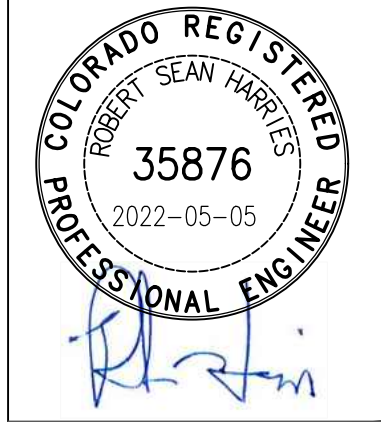
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9/1/2023 12:16:00 ridgway c:\projects\yellowbricklane\utility\plan.dwg DATE:5/5/2022 12:03 PM USER:JENGLISH PLOT SCALE=1:1



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# YELLOW BRICK LANE TOWN OF RIDGWAY, CO UTILITY PLAN

Issue Record:  
PRELIMINARY REVIEW 05-05-2022

Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

Sheet  
**UT1.01**

## DRY UTILITY LEGEND

### ELECTRICAL LEGEND

- TRANSFORMER
- JUNCTION BOX (1-PH 200 A)
- JUNCTION BOX (3-PH 200A)
- JUNCTION BOX (3-PH 600A)
- SW CAB SWITCH CABINET (600A)
- 3 PHASE PRIMARY POWER  
IN 6" SCH. 40 PVC CONDUIT
- 1 PHASE PRIMARY POWER  
IN 4" SCH. 40 PVC CONDUIT
- 2" SCH. 40 PVC POWER CONDUIT  
(FOR SERVICES)

### TELECOMMUNICATION LEGEND

- TRUNK TELECOMM TRENCH  
(3" SCH. 40 PVC CONDUIT)
- TELECOMMUNICATION HUB
- TELECOMM SERVICE(S) TRENCH  
(2" SCH. 40 PVC COND.)

### IRRIGATION LEGEND

- 4" IRRIGATION SERVICE MAIN
- IRRIGATION VALVE

### UTILITY NOTES

- UTILITY ALIGNMENTS AND LOCATIONS SHOWN ON THIS PLAN ARE DIAGRAMMATIC AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR TO COORDINATE LOCATIONS AND EQUIPMENT WITH THE UTILITY PROVIDER PRIOR TO INITIATING WORK.
- ALL UTILITIES TO BE PLACED WITHIN RIGHT OF WAY OR EASEMENTS







# **Yellow Brick Lane**

Town of Ridgway, CO

## **Preliminary Drainage Report**

Project #21-160

May 6, 2022

Prepared for:  
**Rural Homes LLC**

Prepared By:

**GOFF**  
ENGINEERING ✦ SURVEYING INC

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## 1.1 PURPOSE

The intent of this Drainage report is to present a hydrologic and hydraulic evaluation of the storm drainage parameters associated with the subject parcel. This report will quantify runoff rates and volumes for specific recurring interval events, and provide recommendations for storm water collection, conveyance, and attenuation systems. Implementation of these recommendations will ensure potential flooding is mitigated on downstream properties and sedimentation and pollution from the site discharge is minimized.

## 1.2 PROJECT SUMMARY

This project intends to add a new 14 lot subdivision on the north side of the Town of Ridgway. The development is proposed to build homes that are affordable to people that make between 60-100% Area Median Income in Colorado's rural communities. The end goal is to provide homes for teachers, healthcare professionals, federal USFS employees, or folks in public administration.

## 1.3 PROPERTY DESCRIPTION

The subject parcel is 1 acre in size and is presently undeveloped. The property was previously privately owned.

## 1.4 LOCATION

The subject property is located in Ouray County, Colorado and is bordered by privately owned properties incorporated into the Town of Ridgway. The subject Parcel ID is 430516200001. Refer to Figure 1 Vicinity Map.

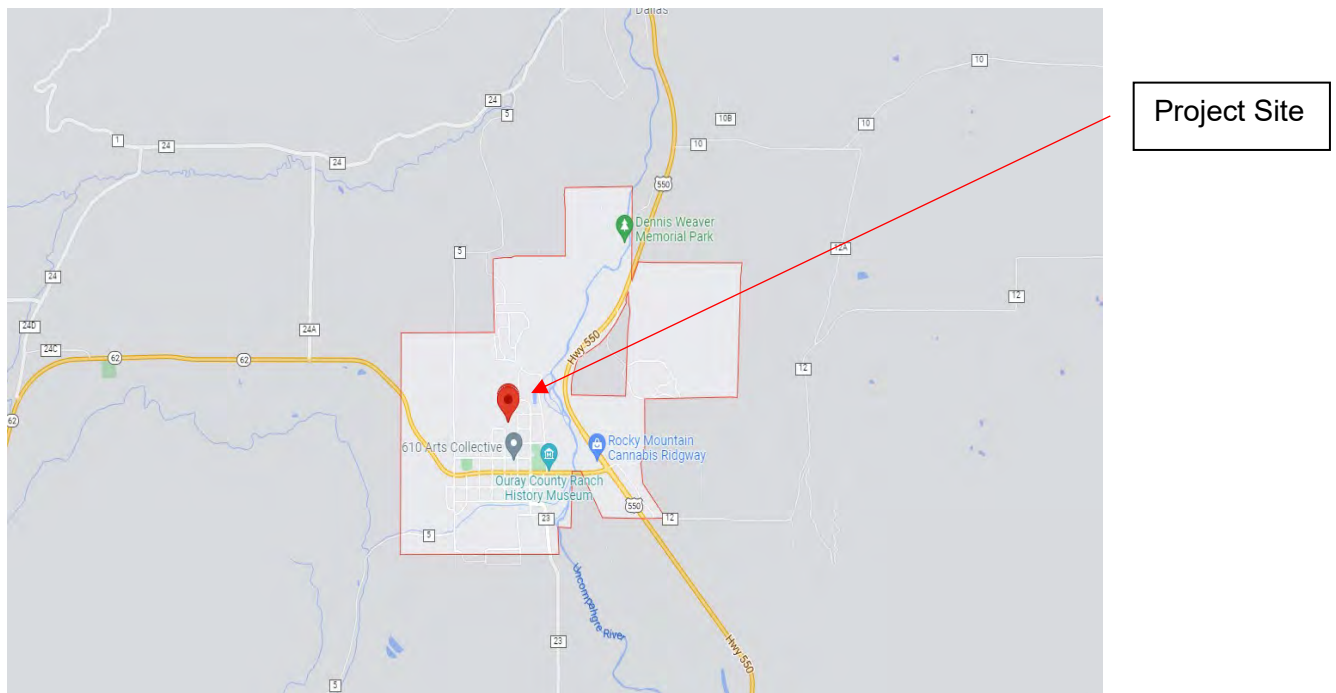


Figure 1 – Vicinity map

### **1.5 SOIL CLASSIFICATION**

Site soils are entirely composed of Mudcap Loam, which is classified as Hydrologic soil group "C/D".

Group C soils have a slow infiltration rate when thoroughly wet. They consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D Soils have a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Refer to Appendix B1 for soil report from the NRCS Web Soil Survey for more information.

### **1.6 EXISTING DRAINAGE CONDITIONS**

Topographically, the parcel slopes downgradient to the northeast. Stormwater travels via surface flow to an existing stormwater surface stormwater collection system at Otto St. located in the northeast corner of the property. Little to no off-site stormwater is expected to enter the property.

### **1.7 DEVELOPED DRAINAGE CONDITIONS**

Drainage patterns for the on-site watershed will remain similar to those that presently exist. Recognizing that additional impervious areas are planned as part of this project; a detention pond will be required to attenuate the additional volumes. An outlet control structure will be provided to release water at controlled rates via culvert to the existing collection system at Otto St.

## **2.0 ANALYSIS**

Hydrologic analysis of the pre-developed site was performed using the Rational Method to determine the allowable release rates for the proposed development. The FAA Method was then used to determine the basin sizing and an Outlet Control Structure was designed to control released from the detention pond.

A proposed sand filter facility has been sized to attenuate the Water Quality Capture Volume (WQCV). The proposed outlet structure has been designed to release the WQCV with a 12-hour drain time. Major and Minor storm events will be controlled by an orifice plate to release the 25-yr storm and 100-yr storm at or below the allowable release rate. The pond's 18" filter media bottom stage will include an underdrain with orifice control to function as a water quality improvement element. This stage will enhance sediment control and improve the quality of the stormwater leaving the site. In the event of a blockage or other failure, storm events will be conveyed away from the site via emergency spillway and allowed to enter the Otto Street collection system, refer to Appendix D for outlet structure details.

## **3.0 CONCLUSION**

Implementation of the improvements specified within this drainage report and associated construction plans will minimize the potential for flooding, damage and erosion of downstream properties while enhancing the quality of site discharges by removing sediment and pollutants. Routine inspection and maintenance of the stormwater systems will be required to ensure their operational functionality.



## **4.0 APPENDICES**

### **APPENDIX A**

- Drainage Exhibit

### **APPENDIX B**

- NRCS Soil Data

### **APPENDIX C**

- Detention Basin Stage-Storage

### **APPENDIX D**

- Calculations
- HydroCAD Modeling Results

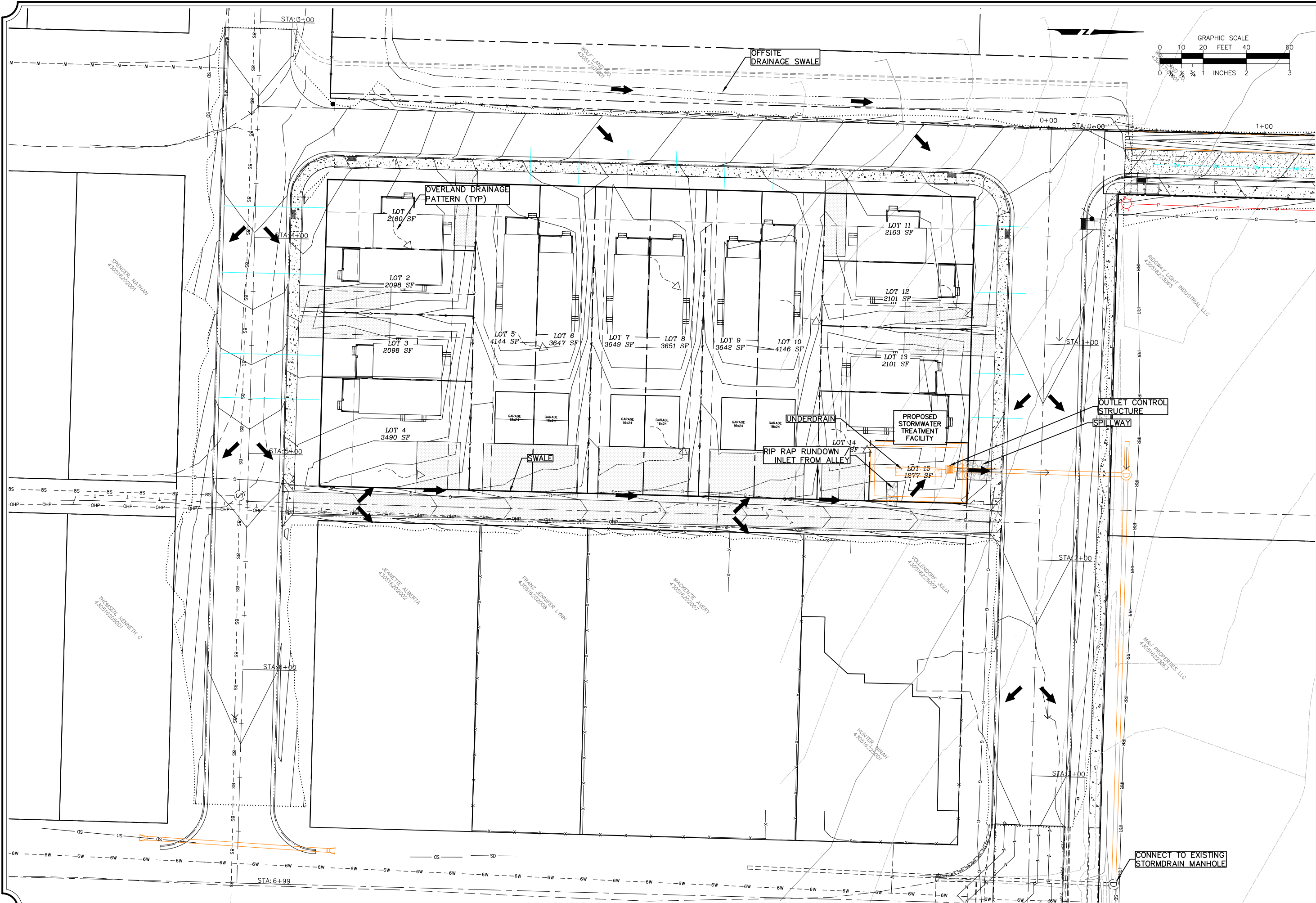
### **APPENDIX E**

- Outlet Control Structure Detail

# **APPENDIX A**



9/1/2021 21-160\_ridgway affordable housing\drainage\drainage exhibit.dwg DATE:5/13/2022 8:57 AM USER:KKNIDE PLOT SCALE=1/2



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YELLOW BRICK LANE  
TOWN OF RIDGWAY, CO  
DRAINAGE EXHIBIT

Issue Record:	
PRELIMINARY REVIEW	03-21-2022

Revisions:	

Project Number:	21-160
Drawn By:	JAE
Designed by:	RSH
Checked By:	RSH

Sheet  
**EX A**

# **APPENDIX B**



# Hydrologic Soil Group—Ridgway Area, Colorado, Parts of Delta, Gunnison, Montrose, and Ouray Counties





## MAP LEGEND

### Area of Interest (AOI)









 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons





 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Lines

 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Points

 A  
 A/D  
 B  
 B/D

 C  
 C/D  
 D  
 Not rated or not available

### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ridgway Area, Colorado, Parts of Delta, Gunnison, Montrose, and Ouray Counties  
 Survey Area Data: Version 13, Sep 2, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 26, 2010—Oct 13, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
900	Urban land		0.3	20.2%
989	Mudcap loam, 1 to 6 percent slopes	C/D	1.4	79.8%
Totals for Area of Interest			1.7	100.0%

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff: None Specified*

*Tie-break Rule: Higher*



# **APPENDIX C**

**21-160 Ridgway AH**

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Rainfall Duration=10 min, Inten=4.41 in/hr

Printed 5/3/2022

Page 1

**Stage-Area-Storage for Pond 5P: DETENTION POND**

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
6,983.30	88	0	6,988.50	1,008	2,020
6,983.40	88	4	6,988.60	1,027	2,122
6,983.50	88	9	6,988.70	1,047	2,225
6,983.60	88	13	6,988.80	<b>1,066</b>	<b>2,331</b>
6,983.70	88	18			
6,983.80	88	22			
6,983.90	88	26			
6,984.00	88	31			
6,984.10	88	35			
6,984.20	88	40			
6,984.30	88	44			
6,984.40	88	48			
6,984.50	88	53			
6,984.60	88	57			
6,984.70	88	62			
6,984.80	88	66			
6,984.90	107	76			
6,985.00	126	87			
6,985.10	145	101			
6,985.20	164	116			
6,985.30	183	134			
6,985.40	201	153			
6,985.50	220	174			
6,985.60	239	197			
6,985.70	258	222			
6,985.80	277	249			
6,985.90	303	278			
6,986.00	329	309			
6,986.10	356	343			
<b>6,986.20</b>	<b>382</b>	<b>380</b>			
<b>6,986.30</b>	<b>408</b>	<b>420</b>			
6,986.40	434	462			
6,986.50	460	507			
<b>6,986.60</b>	<b>487</b>	<b>554</b>			
<b>6,986.70</b>	<b>513</b>	<b>604</b>			
6,986.80	539	657			
<b>6,986.90</b>	<b>572</b>	<b>712</b>			
<b>6,987.00</b>	<b>606</b>	<b>771</b>			
6,987.10	639	833			
6,987.20	672	899			
6,987.30	706	968			
6,987.40	739	1,040			
6,987.50	772	1,115			
6,987.60	805	1,194			
6,987.70	839	1,276			
6,987.80	872	1,362			
6,987.90	891	1,450			
<b>6,988.00</b>	<b>911</b>	<b>1,540</b>			
6,988.10	930	1,632			
6,988.20	950	1,726			
6,988.30	969	1,822			
6,988.40	988	1,920			

WQCV = 392 cf

Minor Storm Stage

Major Storm Stage

Top of Pond  
Embankment



# **APPENDIX D**

### time of concentration

$$t_i = t_c = 0.395 (1.1 - C_{25}) (L_i^{1/2} / S^{1/3})$$

$$C_{25} := 0.37 \quad 0\% \text{ Impervious}$$

$$L_i := 300 \quad \text{feet}$$

$$S := 3.8 \quad \%$$

$$t_i := 0.395 (1.1 - C_{25}) \left( \frac{L_i^{1/2}}{S^{1/3}} \right)$$

$$t_i = 3.201 \quad \text{mins}$$

use min  $t_c = 10$  mins

### FAA Method - Basin Sizing

$$V_i = (C_i A)(T_c)(60 \text{ seconds/minute})$$

$$C_i := 0.60 \quad \text{Table 1: 100-yr / 50\% Impervious}$$

$$I_{100} := 4.41 \quad \text{in/hr}$$

$$A := 1 \quad \text{acre}$$

$$T_c := 10 \quad \text{mins}$$

$$V_{i100} := (C_i \cdot I_{100} \cdot A) \cdot (T_c) \cdot 60$$

$$V_{i100} = 1.588 \cdot 10^3 \text{ cf}$$

$$V_o = (C_o A)(T_c)(60 \text{ seconds/minute})$$

$$C_o := 0.50 \quad \text{Table 1: 100-yr / 0\% Impervious}$$

$$V_{o100} := (C_o \cdot I_{100} \cdot A) \cdot (T_c) \cdot 60$$

$$V_{o100} = 1.323 \cdot 10^3 \quad \text{cf}$$

$$V_{i100} - V_{o100} = 264.6 \quad \text{cf}$$



### WQCV

$Ad := 1$  ac  
 $a := 0.8$  WQCV drain time corresponding to 12-hour drain time  
 $i := 0.5$  Imperviousness

$$WQCV := \frac{0.65 \cdot Ad \cdot a \cdot (0.91 \cdot i^3 - 1.19 \cdot i^2 + 0.78 \cdot i)}{12}$$

$WQCV = 0.009$  acre-feet

$WQCV = 392$  cf

### Orifice Equation for Underdrain - WQCV Drain Time 12 hrs

$t := 43200$  43200 sec = 12 hrs  
 $H1 := 6986.87$  Major Storm Stage  
 $H2 := 6984.8$  Minor Storm Stage  
 $H3 := 6983.3$  Bottom of Pond  
 $A1 := 239$  Average Area of pond prism  
 $A2 := 173$  Area of sand filter  
 $a =$  Area of Orifice, ft<sup>2</sup>  
 $Cd := 0.65$  Orifice Coefficient  
 $g = 32.174 \frac{ft}{s^2}$  Gravitational Acceleration

$$t := \frac{2 \cdot A1 \cdot (\sqrt{H1} - \sqrt{H2})}{Cd \cdot a \cdot \sqrt{2 \cdot g}} + \frac{2 \cdot A2 \cdot (\sqrt{H2} - \sqrt{H3})}{Cd \cdot a \cdot \sqrt{2 \cdot g}}$$

Solve for a  
 $a = 0.0054 \text{ ft}^2 \Rightarrow 1" \text{ diameter orifice}$

### Allowable Release Rates

$C25 = 0.37$  Table 1: 0% Impervious, 25-yr  
 $C100 := 0.6$  Table 1: 0% Impervious, 100-yr

$I25 := 3.09$  Table 4: 25-yr, 10-min  
 $I100 = 4.41$  Table 4: 100-yr, 10-min

$A := 1$  ac

$Q25_{allowable} := C25 \cdot I25 \cdot A$   
 $Q25_{allowable} = 1.143$  cfs

$Q100_{allowable} := C100 \cdot I100 \cdot A$   
 $Q100_{allowable} = 2.646$  cfs

Table 4: 100-yr, 10-min  
Rainfall Intensity

Rainfall Duration=10 min, Inten=4.41 in/hr

**21-160 Ridgway AH**

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Page 1

Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc

Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

**Subcatchment 3S: DEVELOPED LOT**

Runoff Area=1.000 ac 50.00% Impervious Runoff Depth=0.44"

Tc=10.0 min C=0.60 Runoff=2.62 cfs 0.037 af

**Pond 5P: DETENTION POND**

Peak Elev=6,986.96' Storage=746 cf Inflow=2.62 cfs 0.037 af

Primary=2.06 cfs 0.037 af Secondary=0.00 cfs 0.000 af Outflow=2.06 cfs 0.037 af

**Total Runoff Area = 1.000 ac Runoff Volume = 0.037 af Average Runoff Depth = 0.44"**  
**50.00% Pervious = 0.500 ac 50.00% Impervious = 0.500 ac**



**21-160 Ridgway AH**

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Rainfall Duration=10 min, Inten=4.41 in/hr

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Page 3

**Summary for Pond 5P: DETENTION POND**

Inflow Area = 1.000 ac, 50.00% Impervious, Inflow Depth = 0.44"  
 Inflow = 2.62 cfs @ 0.17 hrs, Volume= 0.037 af  
 Outflow = 2.06 cfs @ 0.21 hrs, Volume= 0.037 af, Atten= 21%, Lag= 2.5 min  
 Primary = 2.06 cfs @ 0.21 hrs, Volume= 0.037 af  
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Peak Elev= 6,986.96' @ 0.21 hrs Surf.Area= 592 sf Storage= 746 cf

Major Storm Stage

Plug-Flow detention time= 28.4 min calculated for 0.037 af (100% of inflow)

Center-of-Mass det. time= 28.3 min ( 38.4 - 10.0 )

Volume	Invert	Avail.Storage	Storage Description	
#1	6,983.30'	2,331 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
6,983.30	88	0.0	0	0
6,984.80	88	50.0	66	66
6,985.80	277	100.0	183	249
6,986.80	539	100.0	408	657
6,987.80	872	100.0	706	1,362
6,988.80	1,066	100.0	969	2,331

Device	Routing	Invert	Outlet Devices
#1	Primary	6,983.30'	<b>18.0" Round Culvert</b> L= 92.5' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 6,983.30' / 6,981.00' S= 0.0249 '/' Cc= 0.900 n= 0.025, Flow Area= 1.77 sf
#2	Device 1	6,983.30'	<b>1.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	6,986.95'	<b>2.7" x 2.7" Horiz. Orifice/Grate X 8.00 columns</b> X 8 rows C= 0.600 Limited to weir flow at low heads
#4	Device 1	6,986.20'	<b>12.0" W x 6.0" H Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#5	Secondary	6,987.00'	<b>1.0' long + 2.0 ' SideZ x 5.0' breadth Spillway</b> Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

**Primary OutFlow** Max=1.90 cfs @ 0.21 hrs HW=6,986.96' (Free Discharge)

- 1=Culvert (Passes 1.90 cfs of 10.75 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 0.05 cfs @ 9.16 fps)
- 3=Orifice/Grate (Weir Controls 0.15 cfs @ 0.30 fps)
- 4=Orifice/Grate (Orifice Controls 1.70 cfs @ 3.40 fps)

**Secondary OutFlow** Max=0.00 cfs @ 0.00 hrs HW=6,983.30' (Free Discharge)

- 5=Spillway ( Controls 0.00 cfs)

# Pond 5P: DETENTION POND

## Hydrograph

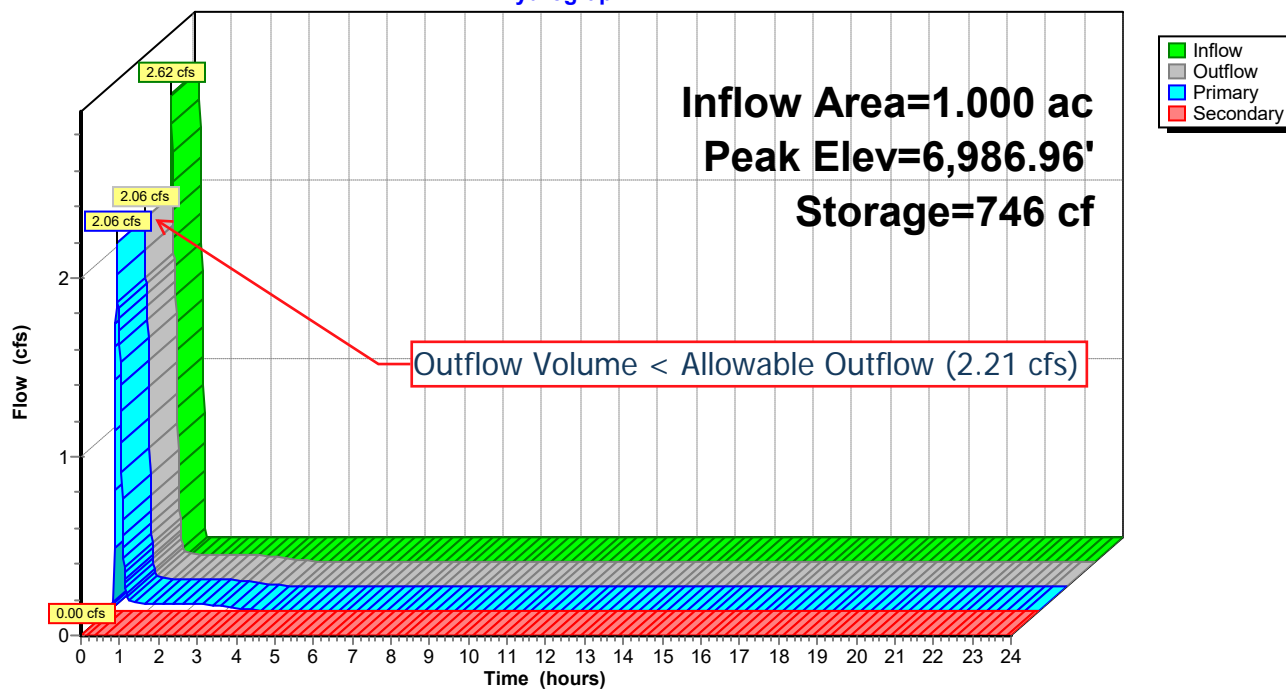




Table 4: 25-yr, 10-min  
Rainfall Intensity

Rainfall Duration=10 min, Inten=3.09 in/hr

**21-160 Ridgway AH**

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Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc

Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

**Subcatchment 3S: DEVELOPED LOT**

Runoff Area=1.000 ac 50.00% Impervious Runoff Depth=0.27"

Tc=10.0 min C=0.53 Runoff=1.62 cfs 0.023 af

**Pond 5P: DETENTION POND**

Peak Elev=6,986.66' Storage=582 cf Inflow=1.62 cfs 0.023 af

Primary=1.04 cfs 0.023 af Secondary=0.00 cfs 0.000 af Outflow=1.04 cfs 0.023 af

**Total Runoff Area = 1.000 ac Runoff Volume = 0.023 af Average Runoff Depth = 0.27"**  
**50.00% Pervious = 0.500 ac 50.00% Impervious = 0.500 ac**

**21-160 Ridgway AH**

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Rainfall Duration=10 min, Inten=3.09 in/hr

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Page 3

**Summary for Pond 5P: DETENTION POND**

Inflow Area = 1.000 ac, 50.00% Impervious, Inflow Depth = 0.27"  
 Inflow = 1.62 cfs @ 0.17 hrs, Volume= 0.023 af  
 Outflow = 1.04 cfs @ 0.23 hrs, Volume= 0.023 af, Atten= 36%, Lag= 3.7 min  
 Primary = 1.04 cfs @ 0.23 hrs, Volume= 0.023 af  
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Peak Elev= 6,986.66' @ 0.23 hrs Surf.Area= 502 sf Storage= 582 cf

Minor Storm Stage

Plug-Flow detention time= 42.8 min calculated for 0.023 af (100% of inflow)

Center-of-Mass det. time= 42.7 min ( 52.7 - 10.0 )

Volume	Invert	Avail.Storage	Storage Description	
#1	6,983.30'	2,331 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
6,983.30	88	0.0	0	0
6,984.80	88	50.0	66	66
6,985.80	277	100.0	183	249
6,986.80	539	100.0	408	657
6,987.80	872	100.0	706	1,362
6,988.80	1,066	100.0	969	2,331

Device	Routing	Invert	Outlet Devices
#1	Primary	6,983.30'	<b>18.0" Round Culvert</b> L= 92.5' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 6,983.30' / 6,981.00' S= 0.0249 ' / ' Cc= 0.900 n= 0.025, Flow Area= 1.77 sf
#2	Device 1	6,983.30'	<b>1.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	6,986.95'	<b>2.7" x 2.7" Horiz. Orifice/Grate X 8.00 columns</b> X 8 rows C= 0.600 Limited to weir flow at low heads
#4	Device 1	6,986.20'	<b>12.0" W x 6.0" H Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#5	Secondary	6,987.00'	<b>1.0' long + 2.0 ' SideZ x 5.0' breadth Spillway</b> Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

**Primary OutFlow** Max=1.04 cfs @ 0.23 hrs HW=6,986.66' (Free Discharge)

- 1=Culvert (Passes 1.04 cfs of 10.38 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 0.05 cfs @ 8.77 fps)
- 3=Orifice/Grate ( Controls 0.00 cfs)
- 4=Orifice/Grate (Orifice Controls 0.99 cfs @ 2.17 fps)

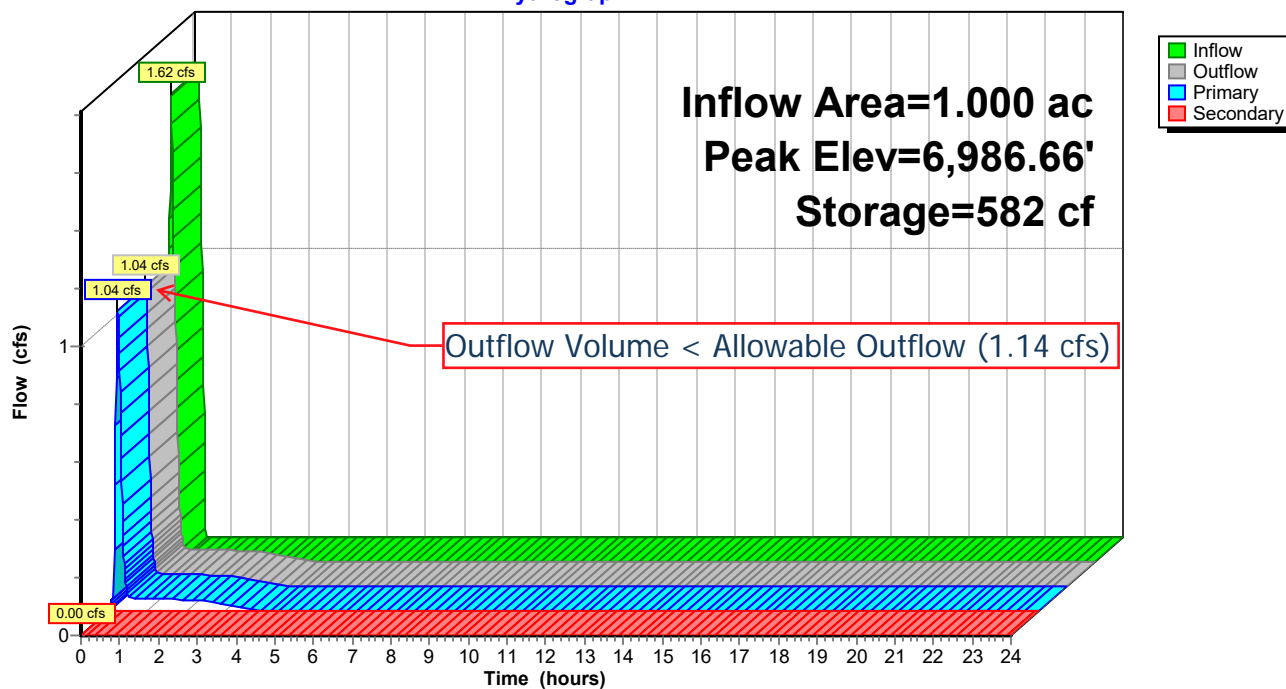
**Secondary OutFlow** Max=0.00 cfs @ 0.00 hrs HW=6,983.30' (Free Discharge)

- 5=Spillway ( Controls 0.00 cfs)



# Pond 5P: DETENTION POND

## Hydrograph



# **APPENDIX E**



PRELIMINARY  
FOR REVIEW  
ONLY

Goff Engineering & Surveying, Inc.  
expressly reserves the common law  
copyright and other property rights  
in these plans. These plans are not  
to be changed or copied in any  
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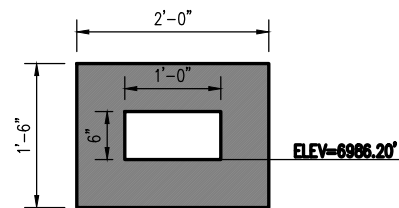
YELLOW BRICK LANE  
TOWN OF RIDGWAY, CO  
DETAILS (1)

Issue Record:  
PRELIMINARY REVIEW 03-21-2022

Revisions:

Project Number: 21-160  
Drawn By: JAE  
Designed by: RSH  
Checked By: RSH

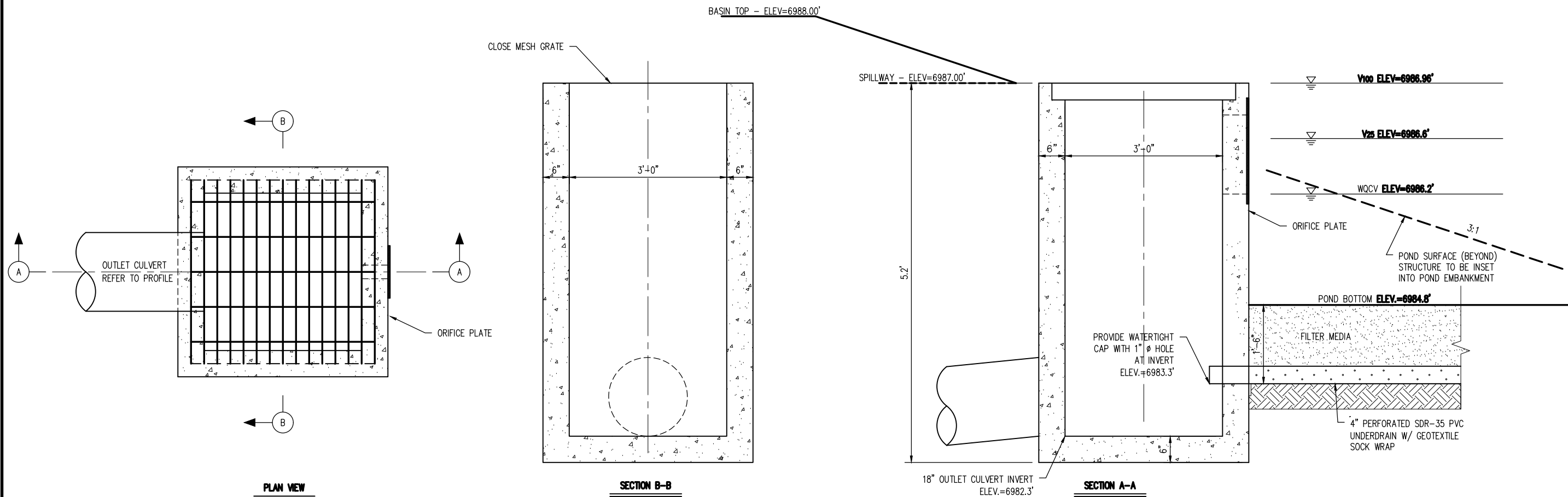
Sheet  
G3.01



ORIFICE PLATE

CONSTRUCTION NOTES:

1. INLET STRUCTURE TO BE "TYPE C" REINFORCED CONCRETE PER CDOT STANDARD PLAN M-604-10
2. INLET GRATE TO BE "CLOSE MESH GRATE" PER CDOT STD PLAN M-604-10
3. ORIFICE PLATE TO BE 3/8" x 18" STEEL PLATE.
4. SAND FILTER MEDIA TO BE CONCRETE SAND, CRUSHER FINES, OR AS APPROVED BY ENGINEER.



PLAN VIEW

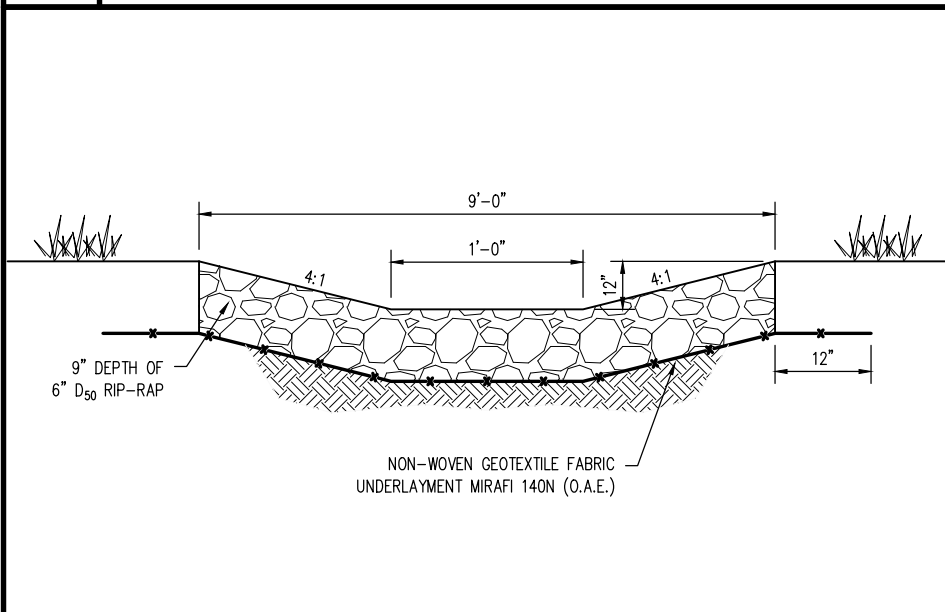
SECTION B-B

SECTION A-A

N.T.S.

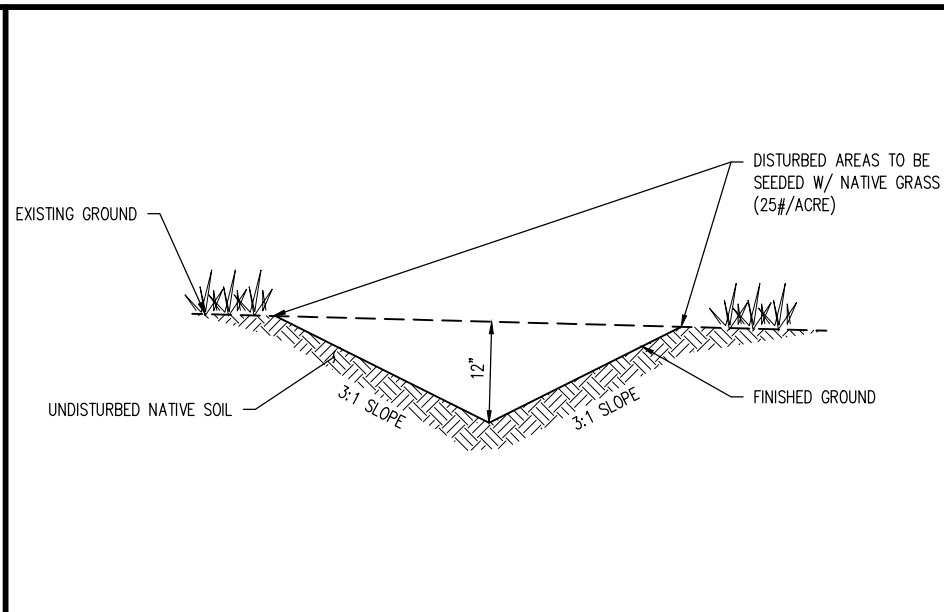
SAND FILTER WATER QUALITY TREATMENT FACILITY

1



SPILLWAY SECTION

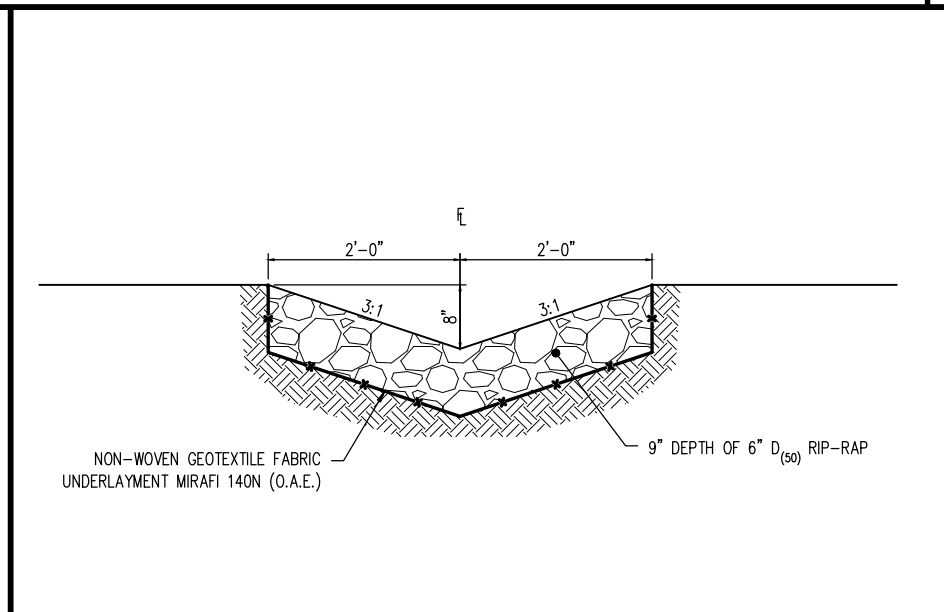
2



DRAINAGE SWALE

N.T.S.

3



RUNDOWN SECTION

N.T.S.

4



February 28, 2022

Dear Town of Ridgway;  
Staff, Planning & Zoning Commission, and Town Council,

On behalf of Ridgway Homes, LLC and the Yellow Brick Lane Townhomes application pending review for Preliminary Plat and Planned Unit Development, I am writing to confirm that we have executed a title search with the assistance of a Colorado attorney and have found no severed mineral interests on the subject property.

As noted in Section 7-4-5(B)(6)(e) of the Ridgway Municipal Code and in accordance with the requirements of C.R.S. 24-65.5-103(1), there are no mineral interest owners that will need to be notified prior to the public hearing.

Thankyou and please get in touch if you have any further questions.

Best Regards,

David Bruce

Project Manager

Yellow Brick Lane Townhomes

603 203 1342

[david@telluridefoundation.org](mailto:david@telluridefoundation.org)





## LAND TITLE GUARANTEE COMPANY

Date: October 27, 2021

Subject: Attached Title Policy RIDGWAY HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY for TBA NORTH LAURA, RIDGWAY, CO 81432

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or [finals@ltgc.com](mailto:finals@ltgc.com)

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



## OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
  - a. A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
  - (i) to be timely, or
  - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By President  
Attest Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION





## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## **4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## **5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.



(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## **14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

## **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

## 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

## 17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.



**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** OU85007294

**Policy No.:** OX85007294.11836099

**Amount of Insurance:** \$1,205,000.00

**Property Address:**

TBA NORTH LAURA, RIDGWAY, CO 81432

**1. Policy Date:**

August 31, 2021 at 5:00 P.M.

**2. Name of Insured:**

RIDGWAY HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY

**3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:**

A FEE SIMPLE

**4. Title to the estate or interest covered by this policy at the date is vested in:**

RIDGWAY HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY

**5. The Land referred to in this Policy is described as follows:**

LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 30, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO.

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**Old Republic National Title Insurance Company**  
**(Schedule B)**

Order Number: OU85007294

Policy No.: OX85007294.11836099

**This policy does not insure against loss or damage by reason of the following:**

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

ITEM NOS. 1 THROUGH 4 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

6. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

7.

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 12, 1892 IN BOOK 8 AT PAGE [484](#); AND IN PATENT RECORDED JUNE 29, 1892, IN BOOK 8 AT PAGE [488](#); AND IN PATENT RECORDED JUNE 13, 1951 IN BOOK 103 AT PAGE [509](#).

8. ALL MATTERS DISCLOSED ON THE IMPROVEMENT LOCATION CERTIFICATE DATED JUNE 9, 2021 BY GOFF ENGINEERING, JOB NO. 21-160, SAID DOCUMENT STORED AS OUR IMAGE [38027671](#).



TELLURIDE NORWOOD  
SHANTERO (MM)  
MASTER SET  
SAN MIGUEL COUNTY, COLORADO

10\_22003.003

NOT FOR  
REGULATORY  
APPROVAL,  
PERMITTING OR  
CONSTRUCTION

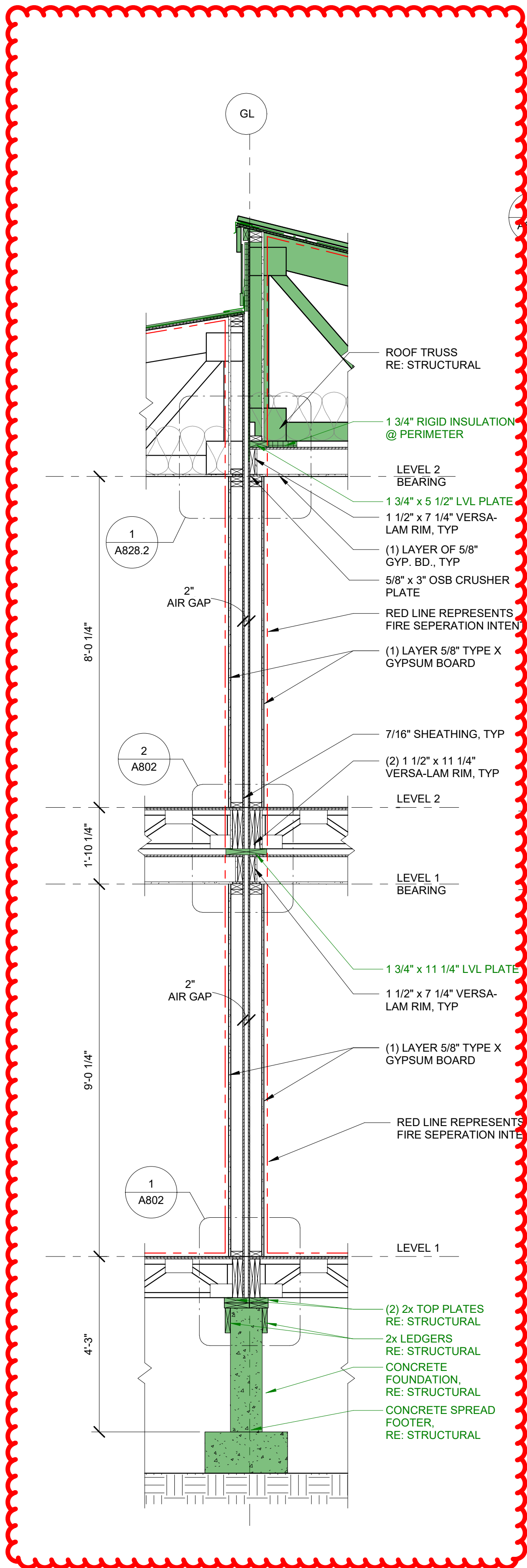
COPYRIGHT 2022  
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remains the property of the Architect. Permission for use  
of this document is limited and can be entered only by  
written agreement with EVstudio, LLC.

REVISION:

CONSTRUCTION DOCUMENTS  
DATE: 04/05/2022  
DRAWN BY: Author  
CHECKED BY: Checker

WALL SECTIONS  
(MOUNTAIN  
MODERN)

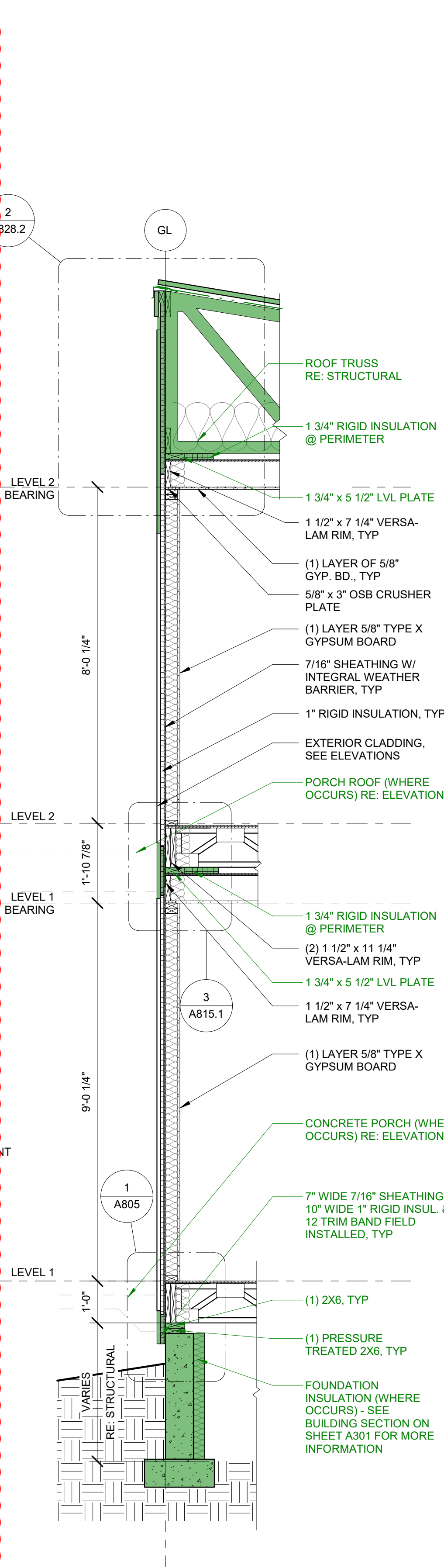
A317



WALL SECTION @ BOLT-ON MATE LINE  
(MOUNTAIN MODERN)

5

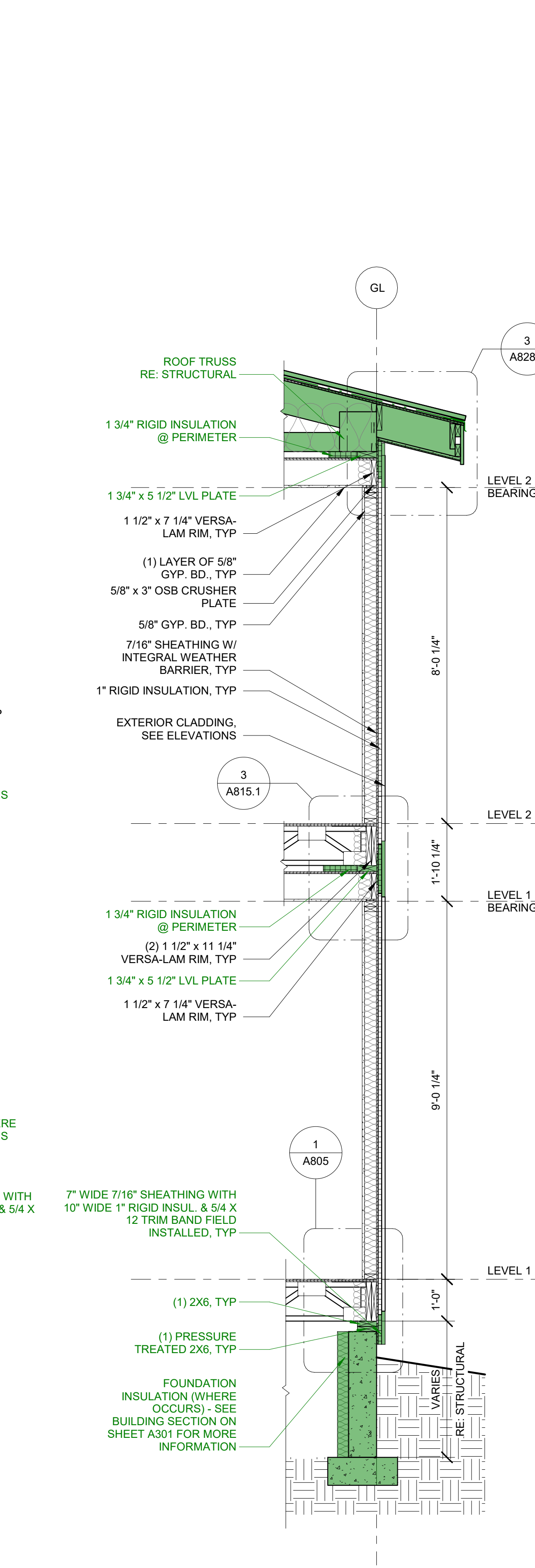
1/2" = 1'-0"



WALL SECTION @ EXT. WALL HIGH SIDE W/  
CEILING CASSETTE (MOUNTAIN MODERN)

4

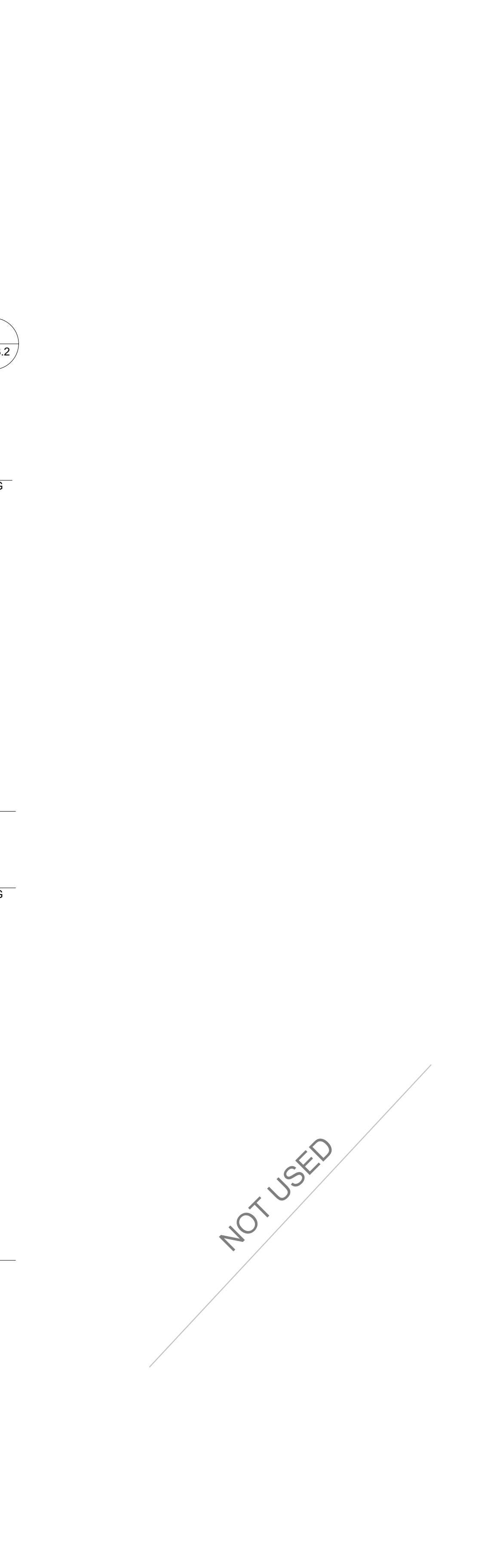
1/2" = 1'-0"



WALL SECTION @ EXT. WALL LOW SIDE W/  
CEILING CASSETTE (MOUNTAIN MODERN)

3

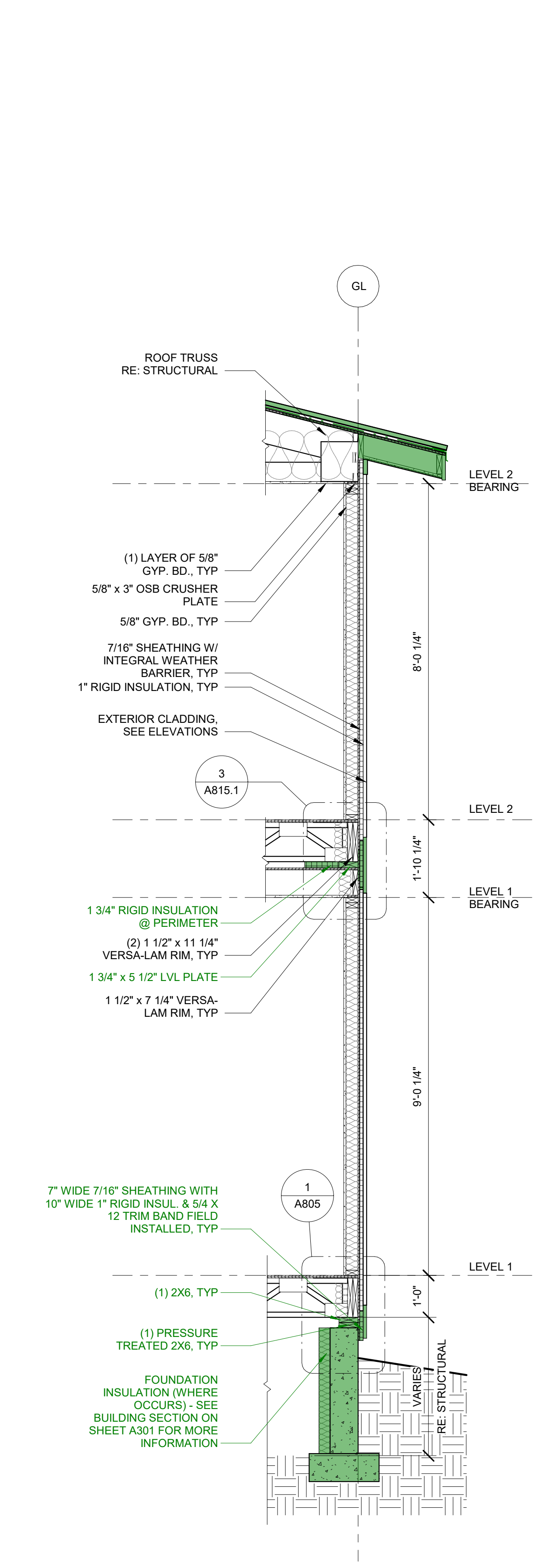
1/2" = 1'-0"



NOT USED

2

1/2" = 1'-0"



WALL SECTION @ EXT. WALL LOW SIDE  
(MOUNTAIN MODERN)

1

1/2" = 1'-0"



TELLURIDE NORWOOD  
SHANTERO (MM)  
MASTER SET  
SAN MIGUEL COUNTY, COLORADO

10\_22003.003

NOT FOR  
REGULATORY  
APPROVAL  
PERMITTING OR  
CONSTRUCTION

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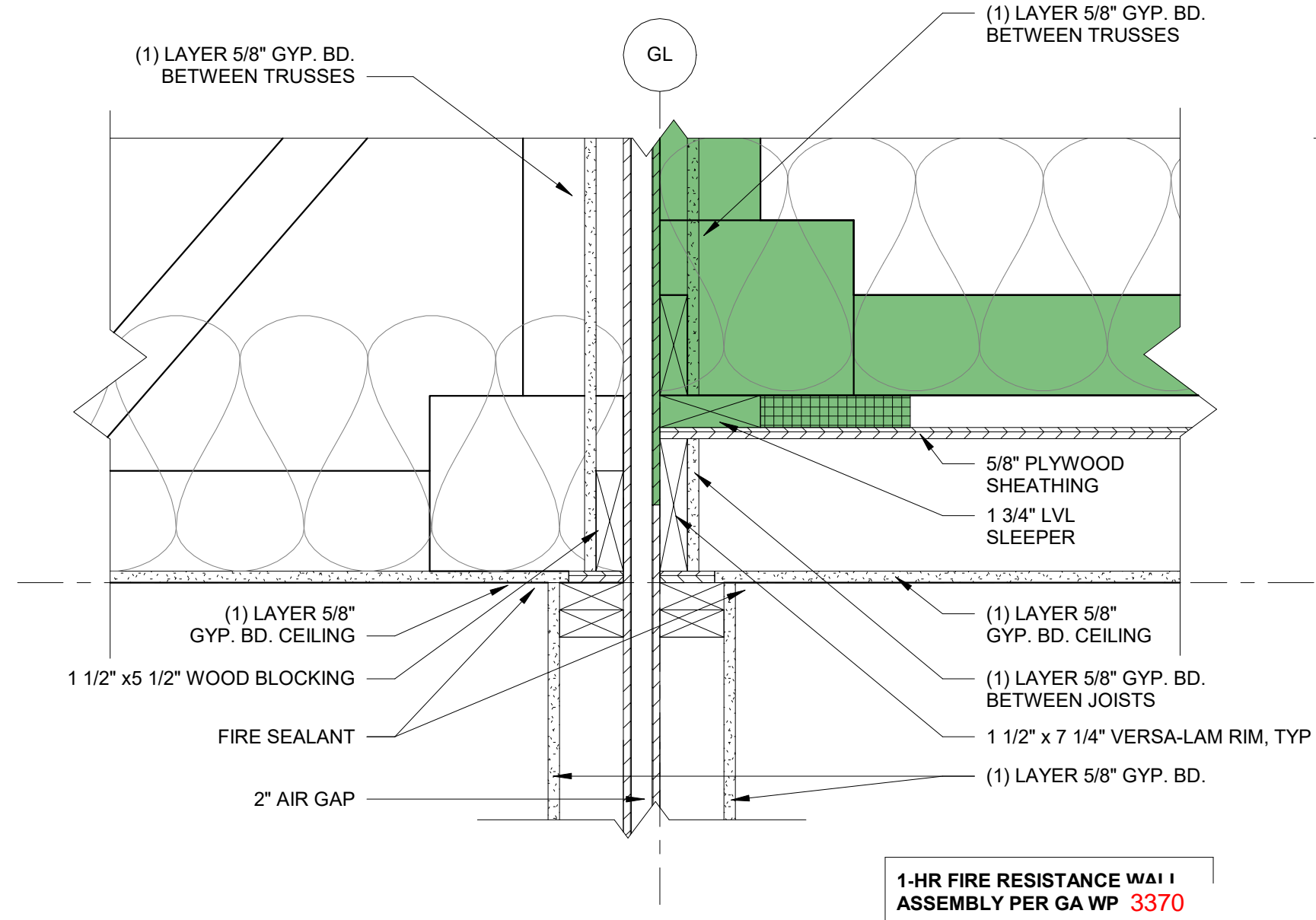
This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with EVstudio, LLC.

REVISION:

CONSTRUCTION DOCUMENTS  
DATE: 04/05/2022  
DRAWN BY: AW  
CHECKED BY: TS

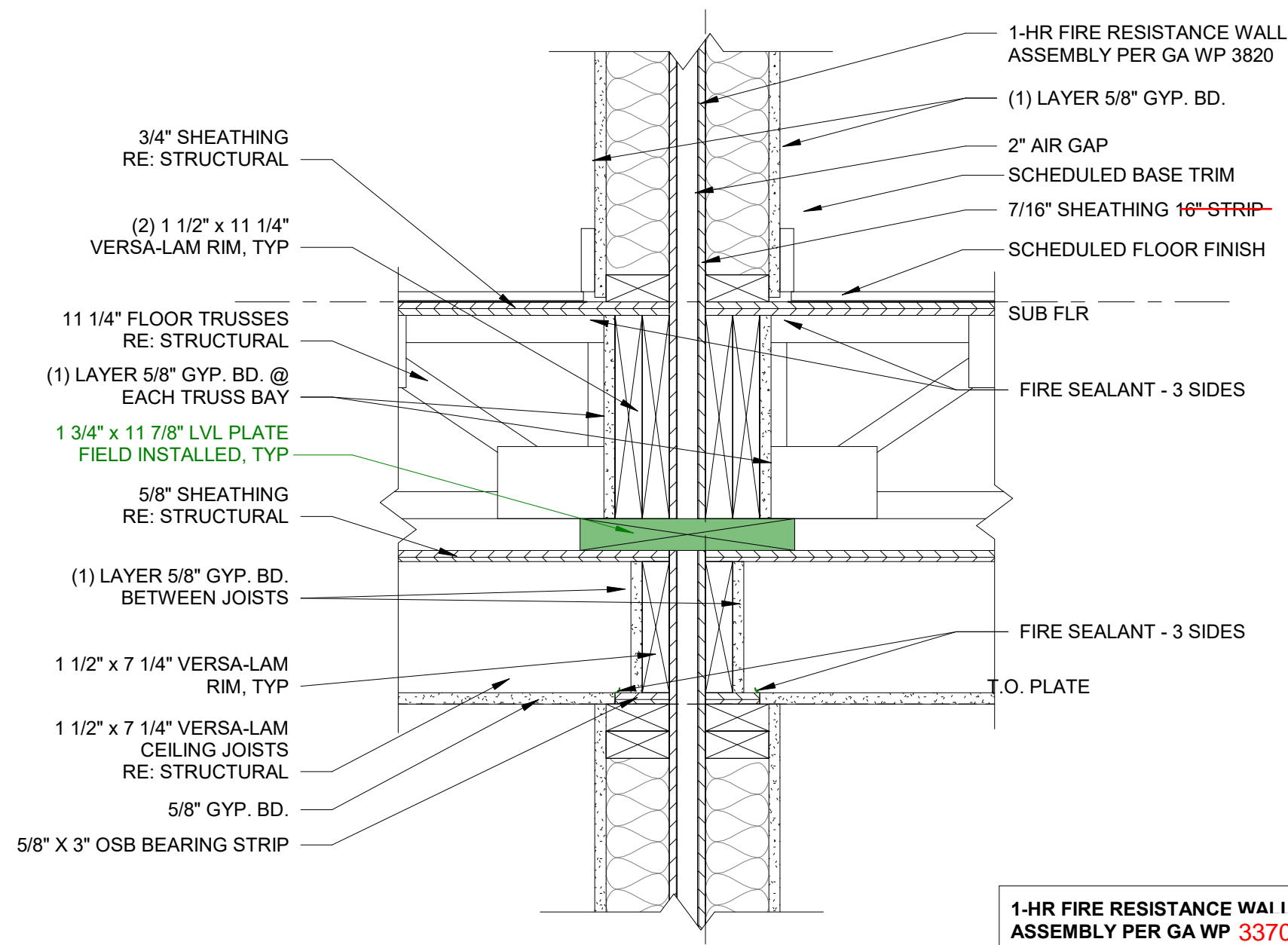
RATED  
ASSEMBLY  
DETAILS

A802



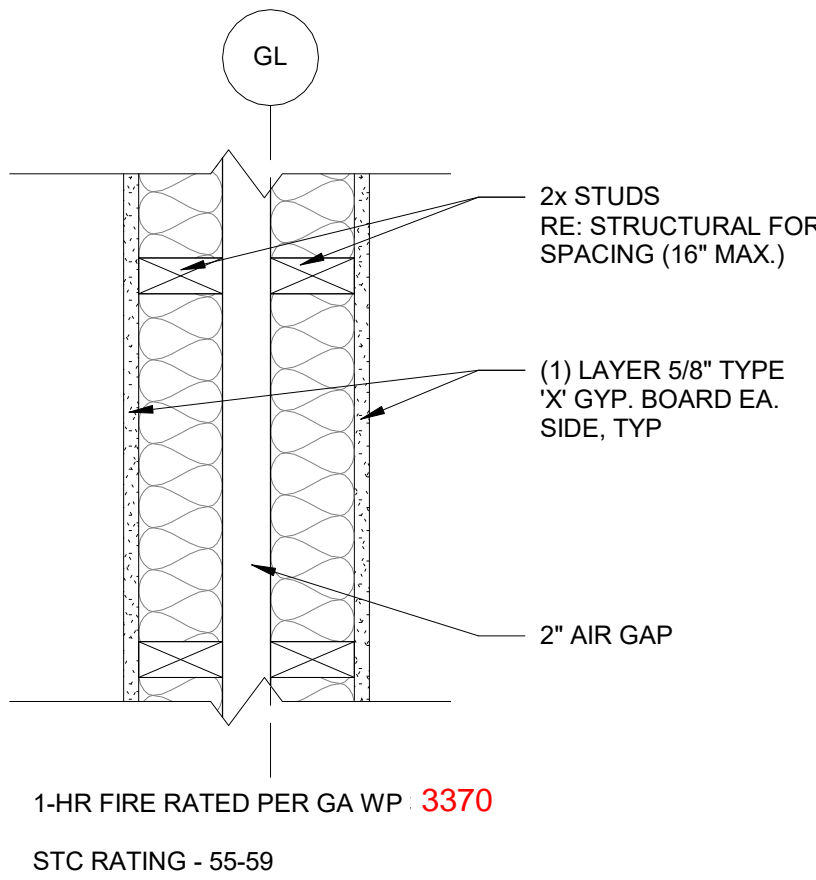
TYPICAL MATE LINE BETWEEN UNITS - WALL  
TERMINATION @ ROOF DETAIL

1 1/2" = 1'-0"



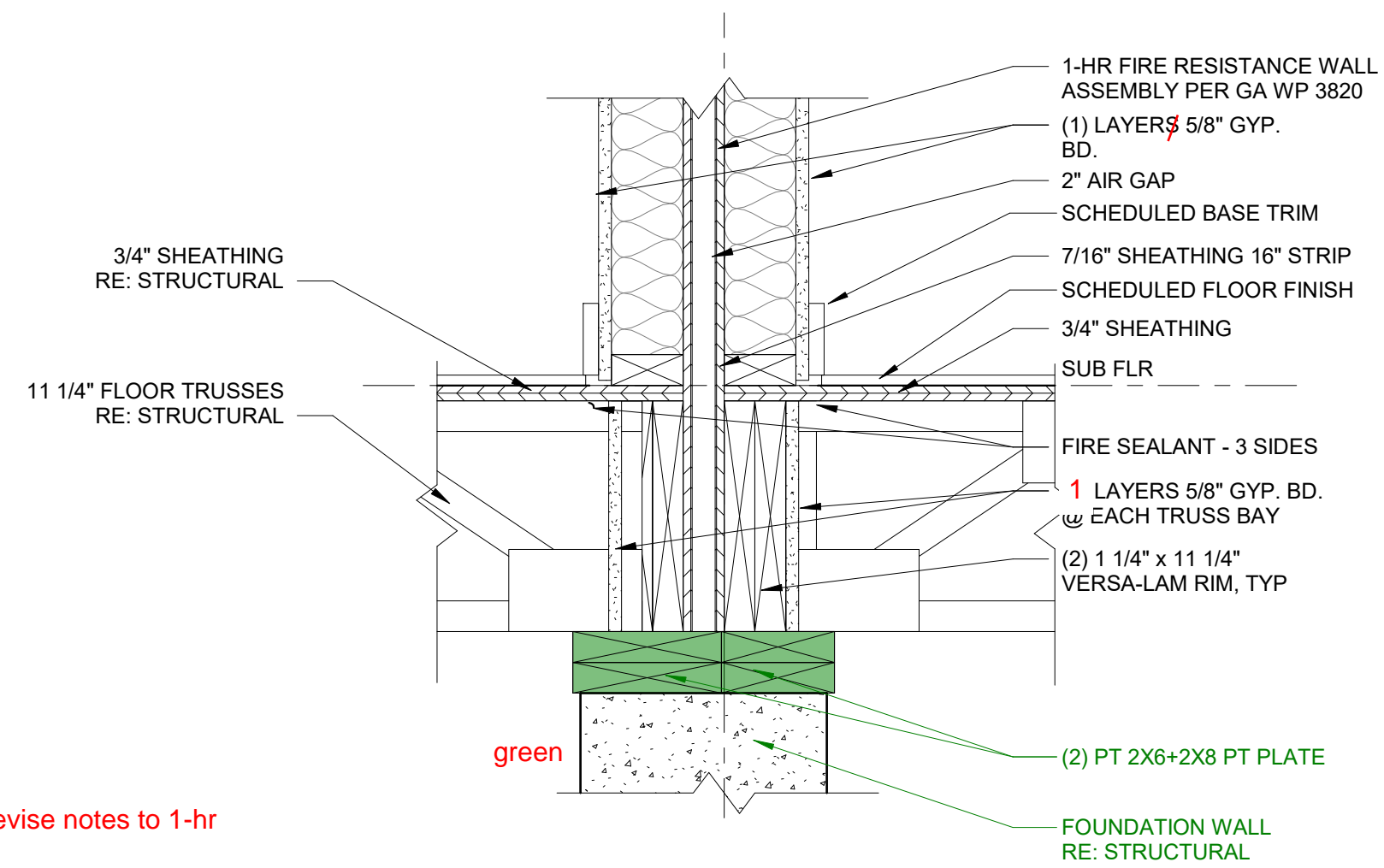
TYPICAL MATE LINE BTW UNITS - WALL @  
FLOOR-CLG 2HR COMMON WALL

1 1/2" = 1'-0"



TYPICAL MATE WALL BETWEEN UNITS - 2-HR  
RATED

1 1/2" = 1'-0"



TYPICAL MATE LINE BETWEEN UNITS -  
FOUNDATION DETAIL 2HR COMMON WALL

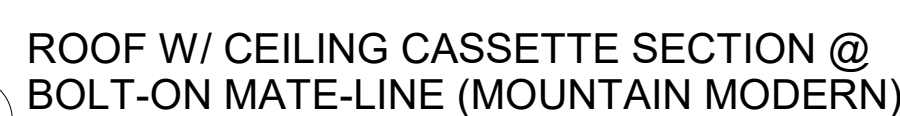
1 1/2" = 1'-0"

revise notes to 1-hr




$$1\frac{1}{2}'' = 1'-0''$$

NOT USED


$$1\frac{1}{2}'' = 1'-0''$$

Document	Pg	Sht Name	Detail		Goff Comments
Civil Plans	3	Typ Rd Sect	Otto	The width of Otto and its alignment should match the block between Lena and Cora	Otto St. has been redesigned to match existing roadway (32' wide travel lane).
Civil Plans	3	Typ Rd Sect	All	All sections even under the sidewalk should include scarifying, compacting and testing/proof rolling before the placement of any base	Callout for 6" prepared (scarified, moisture conditioned, compacted, and tested/proof rolled) subgrade (native soils) and a note saying all sections shall include 6" prepared subgrade have been added to all typical sections.
Civil Plans	3	Typ Rd Sect	Frederick	The developer might want to consider the Town's typical section for a local residential street for the Frederick. It has a 24' drive surface with valley pan on each side. Sidewalk is typically a foot of so offset from property line. Between the valley pan and sidewalk allows for gravel on street parking. The sidewalk being farther from the road in some instances can make the ADA ramps easier to design.	Developer awaits verification from Town of Ridgway that only northern half of local road section will be required before decision can be made.
Civil Plans	3	Typ Rd Sect		Please add the proposed cross slope for the sidewalk (we recommend a max of 1.8%) and for the shoulder	Cross slope of 1.8% has been added above the sidewalks in the typical sections.
Civil Plans	3	Typ Rd Sect	Alley	Drainage for the alley can not be directed to private property	Alley design has been updated to direct northern borrow ditch into storm water pond. Southern borrow ditch to be directed into Otto Steet gutter.
Civil Plans	3	Typ Rd Sect		Any details from the geotech report that need to be followed during construction should be shown on the civil/construction plans. It is very unlikely Contractor will refer the geotech report in the field.	Note added to sheet G1.02 Construction Notes : " <u>Geotechnical Study For Yellow Brick Lane Housing</u> " by Cesare Inc. January 17, 2022 is considered a part of the project construction documents. Contractor shall review and adhere to all conditions and requirements contained therein.
Civil Plans	3	Details	Alley	The road section under the alley apron needs to be the same as for the roadways.	Note has been updated within the detail to reflect this.
Civil Plans	7	Overview	Water	I thought there was a cross at Frederick and Laura. Did they confirm there is not one?	Existing utilities have been shown as discovered during sub utility locate survey.
Civil Plans	7	Overview	Storm	Storm pipe alignment needs to be parallel to the right of way.	Storm pipe has been moved to be parallel with the road.
Civil Plans	8	Frederick P&I	Sewer	Please add the sewer profile to the road profile	Water plan and profiles sheets have been added for clarity and all crossings have been identified.
Civil Plans	9	Laura P&P and others	Water	The water line should be extended past all proposed road improvements	Currently the proposed water extends north past Otto St.
Civil Plans	9	Laura P&P and others	Survey	Please add installation of centerline monuments at each intersection being developed or improved as part of this project	Callout to install centerline monument at each intersection has been added to all roadway plan and profile sheets.



Civil Plans	9	Laura P&P and others	Notes	Tees and crosses should be flange end and gate valves should be flange by mechanical joint	Note added to General Water Notes sheet G1.02 Construction Notes, all tee and cross fittings shall be flange end. All gate valves shall be flange by mechanical joint.
Civil Plans	9	Laura P&P	Water	There should be a gate valve on the main line north of the FH tee	8" gate valve has been added north of the FH tee on Laura. This will make the 8" gate valve at the 8" tee south of this FH redundant.
Civil Plans	10	Otto P&P & others	Curb Ramps	Where are the curb ramp details. Is there enough platform behind the detectable warning to meet ADA?	Curb ramp has been designed per CDOT standards. CDOT details has been added sheet G3.03 Details (3).
Civil Plans	10	Otto P&P & others	Water	The Town prohibits concrete encasements of water and sewer lines. Please comply with the Town typical encasement detail	The word 'concrete' has been removed from 20' encasement callouts.
Civil Plans	10	Otto P&P & others	Water	It looks like insulation is needed between the top the water line and the storm pipe.	Waterline has been designed with minimum 5' cover. Insulation is not necessary.
Civil Plans	11	Alley P&P	Power	No new overhead wire infrastructure is allowed in Ridgway. The note about relocation of utility poles is problematic.	The developer is working with SMPA for service to project. Details regarding power and other dry utilities will be furnished with final construction documents.
Civil Plans		Cross sections	drainage	There are some cross sections that look to allow storm drainage to go onto private property.	On-site drainage conveyancers have been designed to direct drainage into on-site storm water pond. Roadway drainage will be conveyed to Town of Ridgway stormwater collection and conveyance systems off-site.
Civil Plans	16	Sewer A		Is the plan to core thru the bench of the existing manhole or does the new line need to come in on top of the bench?	Channels in the base to be removed and re-constructed to increase sewer service depth. Note has been added to Sewer A profile sheet SS1.01.
Civil Plans	16	Sewer A	water	What the horizontal separation between the manhole and the water line near 0+00? If the vertical separation is less than 18", the sewer main should be encased	Waterline is within 10ft of sewer manhole. Note to encase waterline has been added to sheet SS1.01.
Civil Plans	16	Sewer A	water	Please show the water mains and services and crossings on the sewer profiles. Also show the sewer services on the profiles	Water plan and profiles sheets have been added for clarity and all crossings have been identified.
Civil Plans	16	Sewer A		What is called MH A1 should be D-A, MH A2 - should be D-A-1 and A3 should be D-A-2	Sewer manhole names have been update accordingly.
Civil Plans	16	Sewer A	water	Is there 18" between the water crossing by station 3+90? If not please show a pipe encasement of the sewer main	The horizontal separation is 10 ft and the vertical separation is 0.8 ft. Encasement is needed.
Civil Plans	17	Sewer B	sewer	Please add stationing on the sewer main	Stationing labels have been made darker.
Civil Plans	17	Sewer B	sewer	The manhole toward the south end of the alley should be called D-A-1-a	Sewer manhole name have been update accordingly.
Civil Plans	17	Sewer B	sewer	The rim of the manhole at the south end of the alley should be 6" below grade.	Manhole rim elevation has been adjusted to 6" below finished grade.
Civil Plans	17	Sewer B	Sewer	Confirm (with calcs) that the lots shown connecting to the existing sewer in Frederick will have 3 ft of cover at building line	Profiles of these services have been added for clarity.

Civil Plans	18	Ex sewer	water	Please add the water service crossings to the profile	Water plan and profiles sheets have been added for clarity and all crossings have been identified.
Civil Plans	19	Storm P&P		To what does the text "Storm Drain 2" refer that is to the right of the Otto Street label	"Storm Drain 2" is referring to the storm drain alignment. Name has been changed to "Storm Drain B".
Civil Plans	19	Storm P&P		Please label which invert in goes with which line. Also there should be at least 0.1' drop thru the manhole	Labels have been updated to include pipe direction. All manholes have been verified to have min. 0.1" drop.
Civil Plans	19	Storm P&P		What pipe material is proposed for the storm line? (As noted about the storm line needs to run parallel to the right of way.)	ADS N-12 has been specified on Construction Notes sheet G1.02.
Civil Plans	21	SWMP	Notes	Note say that BMP's are shown on plan, but I am not seeing them	BMP have been added.
Civil Plans	21	SWMP		What are the dotted lines shown more or less along the property lines	Those are limits of disturbance, per cover sheet legend.
Plat	1	Plat note	#11	The 5' easement on the lot lines should include the full property line that adjoins any right of way even the general common elements	Easement has been added around the entirety of the property boundary
Plat	1	Plat	Land use	Why are there more lots than the number of units? To what does the term lot refer?	This count is no longer applicable. In the previous layout, the garages, on separate lots, were not being counted as units.
Plat	1	Plat note	Note 10	Concerns about the poor qualities soils should be reflected in a plat note to put buyers on notice. That should be in addition to referencing the geotech report.	Reference to geotechnical report and findings of high plasticity soils added as plat note #10
Plat	1	Plat note	Note 10	Recommend a note on radon as well.	Radon warning added as plat note #11
Plat	1	Plat note		There should be a plat note about the HOA being responsible to maintain the stormwater system and if they don't allowing the Town to cause the work to be done and charge the homeowners	Plat note has been added to clarify the Town of Ridgway will maintain the stormwater facility on Lot 15
Geotech	General			The report is concerned that the soils are too poor to support asphalt. If the soils are too weak for a road with the structure on the civil plans, we have concerns about the soils supporting two story homes.	Structure foundations will be designed in accordance with Geotechnical recommendations
Drainage			2.0	Says that the water quality capture volume drains in 12 hours, but in App D, the orifice equation for the underdrain shows a drain time of 13.34 hours	Basin has been redesigned for the new project layout and the underdrain has been resized to provide 12 hrs of detention time. Refer to App D, for calculation.
Drainage	App D			What is the basis for using an imperviousness of 0%	This is what was chosen to represent the existing / undeveloped site and results in a conservative allowable release rate.
Drainage	App D			In the FAA calc, what is the basis for $C_i = 0.20$ and $C_o = 0.60$	C values have been changed to 0.53 for the 25-yr, 50% Impervious Minor Storm model and 0.60 for the 100-yr, 50% Impervious Major Storm model.
Drainage	App D			Have several questions about the Summary for Pond P5 sheets. Perhaps it would be more efficient tfor the Town's and the Developer's engineer to schedule a call so the latter can explain those sheets.	The pond has been redesigned and more notes have been added to the HydroCAD reports to highlight C-values, Rainfall Intensities, and Release Rates, demonstrating how the pond will perform for the Major and Minor Storm events.



**Yellow Brick Lane  
Review Comments**

Document	Pg	Sht Name	Detail		Goff Comments	Ridgway Responses (5/22)
Civil Plans	3	Typ Rd Sect	Otto	The width of Otto and its alignment should match the block between Lena and Cora	Otto St. has been redesigned to match existing roadway (32' wide travel lane).	Done
Civil Plans	3	Typ Rd Sect	All	All sections even under the sidewalk should include scarifying, compacting and testing/proof rolling before the placement of any base	Callout for 6" prepared (scarified, moisture conditioned, compacted, and tested/proof rolled) subgrade (native soils) and a note saying all sections shall include 6" prepared subgrade have been added to all typical sections.	Is that note 3? The fact that its called out on the road section and not the sidewalk its not clear that it applies to the sidewalk
Civil Plans	3	Typ Rd Sect	Frederick	The developer might want to consider the Town's typical section for a local residential street for the Frederick. It has a 24' drive surface with valley pan on each side. Sidewalk is typically a foot of so offset from property line. Between the valley pan and sidewalk allows for gravel on street parking. The sidewalk being farther from the road in some instances can make the ADA ramps easier to design.	Developer awaits verification from Town of Ridgway that only northern half of local road section will be required before decision can be made.	Email response sent 5/4 requested some clarification on what the Developer intended to do
Civil Plans	3	Typ Rd Sect		Please add the proposed cross slope for the sidewalk (we recommend a max of 1.8%) and for the shoulder	Cross slope of 1.8% has been added above the sidewalks in the typical sections.	Done
Civil Plans	3	Typ Rd Sect	Alley	Drainage for the alley can not be directed to private property	Alley design has been updated to direct northern borrow ditch into storm water pond. Southern borrow ditch to be directed into Otto Steet gutter.	The catch slopes on both sides seems to direct water to private property, We talked about adding an easement along the west side of blk 30 but how does that work on the west side of the alley?
Civil Plans	3	Typ Rd Sect		Any details from the geotech report that need to be followed during construction should be shown on the civil/construction plans. It is very unlikely Contractor will refer the geotech report in the field.	Note added to sheet G1.02 Construction Notes : " <u>Geotechnical Study For Yellow Brick Lane Housing</u> " by Cesare Inc. January 17, 2022 is considered a part of the project construction documents. Contractor shall review and adhere to all conditions and requirements contained therein.	Note added. Be sure that the study is attached to the contract documents for the construction.
Civil Plans	3	Details	Alley	The road section under the alley apron needs to be the same as for the roadways.	Note has been updated within the detail to reflect this.	Done
Civil Plans	4	Details				Drain swale is shown at 12" deep with 3:1 side slopes. Does that fit within the property? In an easement?
Civil Plans	5	Details	trench drain			is the grate wheel chair and bike friently. How thick is the concrete flatwork. Minium depth for town trench box is 6" as is the depth of the sidewalk. Somethng on the scaling of the drawing looks wrong
Civil Plans	5	Details				note 1 says sidewalks subject to vehicle load need to be 6". All sidewalk should be 6" fiber reenforced.
Civil Plans	5	Details				Note 10 references city standards. What city?
Civil Plans	7	Overview	Water	I thought there was a cross at Frederick and Laura. Did they confirm there is not one?	Existing utilities have been shown as discovered during sub utility locate survey.	OK
Civil Plans	7	Overview	Storm	Storm pipe alignment needs to be parallel to the right of way.	Storm pipe has been moved to be parallel with the road.	Pipe has been moved. It will need an easement from RLI.
Civil Plans	8	Frederick P&P	Sewer	Please add the sewer profile to the road profile	Water plan and profiles sheets have been added for clarity and all crossings have been identified.	OK

**Yellow Brick Lane  
Review Comments**

		Frederick P&P	Road			Why does the road end on the east end before reaching Cora. Does the curb and gutter go to Cora? How does the street water get to the barrow ditch on Cora.
Civil Plans	9	Laura P&P and others	Water	The water line should be extended past all proposed road improvements	Currently the proposed water extends north past Otto St.	Done
Civil Plans	9	Laura P&P and others	Survey	Please add installation of centerline monuments at each intersection being developed or improved as part of this project	Callout to install centerline monument at each intersection has been added to all roadway plan and profile sheets.	added
Civil Plans	9	Laura P&P and others	Notes	Tees and crosses should be flange end and gate valves should be flange by mechanical joint	Note added to General Water Notes sheet G1.02 Construction Notes, all tee and cross fittings shall be flange end. All gate valves shall be flange by mechanical joint.	Done
Civil Plans	9	Laura P&P	Water	There should be a gate valve on the main line north of the FH tee	8" gate valve has been added north of the FH tee on Laura. This will make the 8" gate valve at the 8" tee south of this FH redundant.	Done
		Laura P&P				More roadway could be provided if the sidewalk was at property line rather than 5' to the west of it.
Civil Plans	10	Otto P&P & others	Curb Ramps	Where are the curb ramp details. Is there enough platform behind the detectable warning to meet ADA?	Curb ramp has been designed per CDOT standards. CDOT details has been added sheet G3.03 Details (3).	added
Civil Plans	10	Otto P&P & others	Water	The Town prohibits concrete encasements of water and sewer lines. Please comply with the Town typical encasement detail	The word 'concrete' has been removed from 20' encasement callouts.	Not seeing any encasements now.
Civil Plans	10	Otto P&P & others	Water	It looks like insulation is needed between the top the water line and the storm pipe.	Waterline has been designed with minimum 5' cover. Insulation is not necessary.	There should be at least a foot of separation between the water and storm as the storm conducts cold air to the water main or insulation should be provided between the storm and water
		Otto P&P	Sidewalk			Who is completing the sidewalk on Otto to Laura? Its not shown on the Block 30 plans
Civil Plans	11	Alley P&P	Power	No new overhead wire infrastructure is allowed in Ridgway. The note about relocation of utility poles is problematic.	The developer is working with SMPA for service to project. Details regarding power and other dry utilities will be furnished with final construction documents.	Will need those utilities on the civil plans before the Town can sign off on the engineering.
Civil Plans		Cross sections	drainage	There are some cross sections that look to allow storm drainage to go onto private property.	On-site drainage conveyancers have been designed to direct drainage into on-site storm water pond. Roadway drainage will be conveyed to Town of Ridgway stormwater collection and conveyance systems off-site.	The alley should be 16' wide, yet the catch slopes look to extend to past 10' from centerline. How does that get constructed? Is there enough catch on the non developer side to prevent water from going on to private property.
						I am not seeing how the on site water gets to the treatment facility
Civil Plans	16	Sewer A		Is the plan to core thru the bench of the existing manhole or does the new line need to come in on top of the bench?	Channels in the base to be removed and re-constructed to increase sewer service depth. Note has been added to Sewer A profile sheet SS1.01.	The note says to remove the base. If the base is removed, it should be replaced if a new precast base. The Town typically does not allow cast in place bases. Those typically will not pass a vacuum test which all manholes are required to do.
Civil Plans	16	Sewer A	water	What the horizontal separation between the manhole and the water line near 0+00? If the vertical separation is less than 18", the sewer main should be encased	Waterline is within 10ft of sewer manhole. Note to encase waterline has been added to sheet SS1.01.	Added



**Yellow Brick Lane  
Review Comments**

Civil Plans	16	Sewer A	water	Please show the water mains and services and crossings on the sewer profiles. Also show the sewer services on the profiles	Water plan and profiles sheets have been added for clarity and all crossings have been identified.	Sewer services added. The request to add the water info to this sheet was to facilitate checking for conflicts
Civil Plans	16	Sewer A		What is called MH A1 should be D-A, MH A2 - should be D-A-1 and A3 should be D-A-2	Sewer manhole names have been update accordingly.	done
Civil Plans	16	Sewer A	water	Is there 18" between the water crossing by station 3+90? If not please show a pipe encasement of the sewer main	The horizontal separation is 10 ft and the vertical separation is 0.8 ft. Encasement is needed.	Water line on profile is shown with 1.7' vertical separataion and no encasement. Which is correct?
		Sewer A				MH D-A-1, the line coming in from the south should have 0.2' drop to the invert out.
Civil Plans	17	Sewer B	sewer	Please add stationing on the sewer main	Stationing labels have been made darker.	done
Civil Plans	17	Sewer B	sewer	The manhole toward the south end of the alley should be called D-A-1-a	Sewer manhole name have been update accordingly.	done
Civil Plans	17	Sewer B	sewer	The rim of the manhole at the south end of the alley should be 6" below grade.	Manhole rim elevation has been adjusted to 6" below finished grade.	done
Civil Plans	17	Sewer B	Sewer	Confirm (with calcs) that the lots shown connecting to the existing sewer in Frederick will have 3 ft of cover at building line	Profiles of these services have been added for clarity.	Shown on Sht 20. Do lots 3 and 4 have 3' cover at building line?
Civil Plans	18	Ex sewer	water	Please add the water service crossings to the profile	Water plan and profiles sheets have been added for clarity and all crossings have been identified.	Done
		Water A				On sheets 18 and 23 the water is shown going over the sewer at Otto and Alley. On sheet 21, its shown going under and includes an abrupt change in grade. Why the discrepancy? The Town would prefer to not have the water line change grade or be under the sewer. If the water line needs insulated to protect it, that is an option. If the grade change is absolutely necessary, please explain and use 22.25 fittings not 45's. The sewer needs a sealed end casing when ever its is over a water main. The separation between water and sewer with the casing can be less than 18". The town does not want water mains in excess of 7' deep.
Civil Plans	19	Storm P&P		To what does the text "Storm Drain 2" refer that is to the right of the Otto Street label	"Storm Drain 2" is referring to the storm drain alignment. Name has been changed to "Storm Drain B".	OK
						What is the riprap shown in the ROW north and east of the detention basin? There is a leader that suggests the the spillway is in the ROW too. All stormwater infrastructure except the discharge pipe needs to be on private property.
Civil Plans	19	Storm P&P		Please label which invert in goes with which line. Also there should be at least 0.1' drop thru the manhole	Labels have been updated to include pipe direction. All manholes have been verified to have min. 0.1" drop.	done. Should typically have a 0.2' drop with the 90 degree bend.
Civil Plans	19	Storm P&P		What pipe material is proposed for the storm line? (As noted above the storm line needs to run parallel to the right of way.)	ADS N-12 has been specified on Construction Notes sheet G1.02.	OK
Civil Plans	21	SWMP	Notes	Note say that BMP's are shown on plan, but I am not seeing them	BMP have been added.	Added

**Yellow Brick Lane  
Review Comments**

Civil Plans	21	SWMP		What are the dotted lines shown more or less along the property lines	Those are limits of disturbance, per cover sheet legend.	OK
Plat	1	Plat note	#11	The 5' easement on the lot lines should include the full property line that adjoins any right of way even the general common elements	Easement has been added around the entirety of the property boundary	to who is the 10 ft easement dedicated
Plat	1	Plat	Land use	Why are there more lots than the number of units? To what does the term lot refer?	This count is no longer applicable. In the previous layout, the garages, on separate lots, were not being counted as units.	OK
		Plat	Land use			Lot 14 is only 22.25' and "L" shaped. Does that work for the Town?
Plat	1	Plat note	Note 10	Concerns about the poor qualities soils should be reflected in a plat note to put buyers on notice. That should be in addition to referencing the geotech report.	Reference to geotechnical report and findings of high plasticity soils added as plat note #10	Added note that says high plastic soils were found. Is that enough info or should it add that the costs of building will be higher
Plat	1	Plat note	Note 10	Recommend a note on radon as well.	Radon warning added as plat note #11	added that EPA ID's the area are high hazard
Plat	1	Plat note		There should be a plat note about the HOA being responsible to maintain the stormwater system and if they don't allowing the Town to cause the work to be done and charge the homeowners	Plat note has been added to clarify the Town of Ridgway will maintain the stormwater facility on Lot 15	Plat now dedicates lot 15, the storm water treatment site to the Town. I strongly recommend against that being owned by the town. Plat note 3 says the Town will maintain it. Again I strongly recommend otherwise
Geotech	General			The report is concerned that the soils are too poor to support asphalt. If the soils are too weak for a road with the structure on the civil plans, we have concerns about the soils supporting two story homes.	Structure foundations will be designed in accordance with Geotechnical recommendations	Should that be a plat note?
Drainage			2.0	Says that the water quality capture volume drains in 12 hours, but in App D, the orifice equation for the underdrain shows a drain time of 13.34 hours	Basin has been redesigned for the new project layout and the underdrain has been resized to provide 12 hrs of detention time. Refer to App D, for calculation.	Assuming the Town is not taking over the storm water, this would be OK.
Drainage	App D			What is the basis for using an imperviousness of 0%	This is what was chosen to represent the existing / undeveloped site and results in a conservative allowable release rate.	OK
Drainage	App D			In the FAA calc, what is the basis for $C_i = 0.20$ and $C_o = 0.60$	C values have been changed to 0.53 for the 25-yr, 50% Impervious Minor Storm model and 0.60 for the 100-yr, 50% Impervious Major Storm model.	Assuming the Town is not taking over the storm water, this would be OK.
Drainage	App D			Have several questions about the Summary for Pond P5 sheets. Perhaps it would be more efficient for the Town's and the Developer's engineer to schedule a call so the latter can explain those sheets.	The pond has been redesigned and more notes have been added to the HydroCAD reports to highlight C-values, Rainfall Intensities, and Release Rates, demonstrating how the pond will perform for the Major and Minor Storm events.	Assuming the Town is not taking over the storm water, this would be OK.
Storm						Spillway is in the ROW
						Where are the dimensions for the pond. Topo in the pond shows square corners. How will those be constructed?
						how does one access the pond to maintain it without encroaching on Lot 14 and/or Town ROW?
						Not finding the 25 year volume difference between existing and developed condition.



May 27, 2022

Ridgway Homes, LLC  
c/o David Bruce  
PO Box 4222  
Telluride, CO 81435

**SENT VIA E-MAIL TO [david@telluridefoundation.org](mailto:david@telluridefoundation.org)**

**RE: Yellow Brick Lane, Resubmitted Sketch and Preliminary Plat/PUD Planning Review Comments.**

Dear Mr. Bruce:

The above-mentioned application and supplemental materials were reviewed by Community Planning Strategies (CPS). The enclosed comments represent the findings of the review against applicable Town of Ridgway (Town) development and land use regulations.

The following items must be addressed and resubmitted to the Town to be reviewed and evaluated:

1. Please provide the following items on the Preliminary Plat:
  - a. Street light locations, if proposed
  - b. Street sign locations
  - c. Existing and proposed fire hydrant locations.
  - d. A table noting the allowed uses for each lot.
  - e. Please change the word "plain" to "floodplain" in Note #9.
2. Lot 15 which is being reserved for stormwater management should be reclassified as a Tract or an Outlot and a note must be added to the Plat stating that this is the use of that Tract while clarifying that no habitable structures are allowed on the Tract.
3. The Town is not supportive of accepting ownership nor maintenance of Lot 15. An HOA or other common interest ownership structure should be set up to manage and maintain this property.
4. The PUD Guide currently has a lot of information and narrative that is not relevant to the standards applicable to the development. Please remove the unnecessary content from the PUD Guide so that it only addresses the standards of development (i.e., height, lot coverage, setbacks, parking standards, lot coverage, uses, etc.)
5. Amend all setback ties to be from the building line as defined by the RMC. The setback distances provided on the PUD Diagram appear to be measured from the enclosed habitable space. However, setbacks are to be measured from any portion of a building that has a roof including covered porches.
6. Alley width per the Ridgway Municipal Code (RMC) has a minimum width of twenty feet (20'). Please provide 20 feet for the alley or justification for the deviation.
7. Please provide a table of estimated water consumption and sewage generation.
8. Staff is not in agreement of foregoing the establishment of an HOA.
9. Properly label the proposed building height on sheet A0.1 to measure from the lowest point of the natural grade abutting a structure to the mid-point of a pitched roof. *RMC 7-3-15 (A)*

10. Please provide the proposed height and materials of the fencing shown on the construction plans.  
*RMC 6-4-1, Fence, Hedge, and Wall Restrictions.*
11. Please state in the project narrative if any signage is proposed. *RMC 7-3-17 Sign Regulations*
12. Add a table to the Landscape Plan that identifies the requirements of Sec. 7-7-7 and the proposed standards. Specifically, the following should be included in that table:
  - a. Total Lot Area = 42,578sf
  - b. Total required landscape area =  $42,578\text{sf} \times 40\% = 17,031.2\text{sf}$ 
    - i. Minimum Live Groundcover =  $17,031.2 \times 20\% = 3,406.2\text{sf}$
    - ii. Minimum non-live groundcover =  $17,031.2 \times 20\% = 3,406.2\text{sf}$
  - c. Requires # of Trees =  $17,031 / 2,000 = 9$
  - d. Required # of Shrubs =  $17,031 / 3,000 \times 2 = 12$
  - e. Req. in Front yard =  $17,031 \times 25\% = 4,257.8\text{sf}$
  - f. Proposed:
    - i. Trees = 22
    - ii. Shrubs = 116
    - iii. Live Ground Cover = ???
    - iv. Non Live Ground Cover = ???
    - v. Front yard = ???

We reserve the right to provide additional comments once more information is provided.

Please reach out if you have any questions regarding these review comments at 970-744-0623 or [tdlubac@planstrategize.com](mailto:tdlubac@planstrategize.com).

Sincerely,

**COMMUNITY PLANNING STRATEGIES, LLC**



TJ Dlubac, AICP  
Contracted Town Planner

Cc: Paul Major, Manager, Rural Homes, LLC  
Preston Neill, Town of Ridgway Town Manager



## AGENDA ITEM #2

**To:** Town of Ridgway Planning Commission  
**Cc:** Preston Neill, *Ridgway Town Manager*  
**From:** TJ Dlubac, AICP, *Community Planning Strategies, Contracted Town Planner*  
**Date:** May 27, 2022  
**Subject:** Four Winds Sketch Plan for May 31<sup>st</sup> PC Meeting

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#### APPLICATION INFORMATION

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**Request:** Approval of a Sketch Plan to create 20 single family residential lots.  
**Legal:** Lot 2 of McChesney Subdivision, Town of Ridgway and SE 1/4 of SE 1/4 of Section 9 and the NE 1/4 of the NE 1/4 of Section 16 all in T45N, R8W of the N.M.P.M. except that portion being described as Lots 25 - 48 and the common ground of Vista Terrace Subdivision, Filing No. 1, Town of Ridgway  
**Address:** N/A  
**General Location:** Generally located north of and east of Terrace Drive, east of Highway 550.  
**Parcel #:** 430509400146  
**Zone District:** Residential (R) District and Future Development (FD)  
**Current Use** Vacant and one single-family residential unit  
**Applicant** Chris Hawkins, Alpine Planning  
**Owner** Four Winds Ranch 1, LLLP and Bernadine C. Endicott

#### PROJECT REVIEW

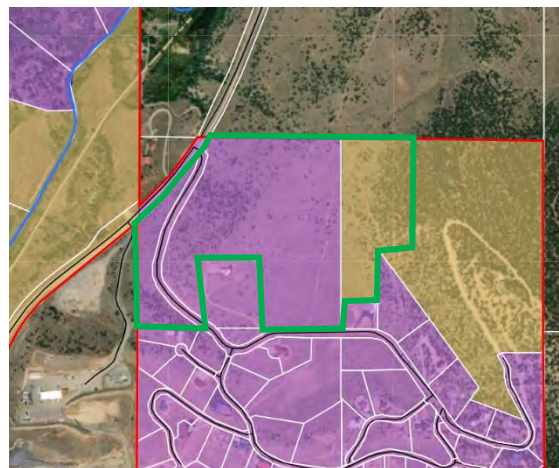
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##### BACKGROUND

This application for a Sketch Plan was submitted on April 25, 2022. A completeness review was conducted, and the application was accepted as complete on May 7, 2022 and the applicant submitted updated materials on May 9<sup>th</sup>.

The application includes Lot 2 McChesney Subdivision (33.09 acre) ("Lot 2") and approximately 9.95 acres of the adjacent property located at 741 Terrace Drive ("Endicott Property"). Lot 2 is 33.09 acres and the Endicott Property is 9.95 acres for a total area of 43.04 acres and is split by the Terrace Drive right-of-way access to Highway 550.

Currently, Lot 2 is zoned Residential, and the Endicott Property is zoned Future Development. The applicant





will need to request a rezoning of the Endicott Property pursuant to RMC §7-3-22 and RMC §7-3-23. Such rezoning must be obtained prior to the final approval of a Preliminary Plat for the property contained within this request.

#### REQUEST

The applicant wishes to further subdivide Lot 2 and a portion of the Endicott Property into 20 single-family home lots, open space, and right-of-way.

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

The purpose of a sketch plan is to understand how a proposed development may impact the community in areas such as utilities, streets, traffic, land use, master plan conformity, zoning regulation conformity, etc. The following are various town documents, plans, studies, standards, and/or regulations which have been reviewed while evaluating the requested Sketch Plan:

- 2019 Town of Ridgway Master Plan
- §7-4-5-(A) Informal Review and Sketch Plan
- §7-3-5 "R" Low Density Residential District
- §7-3-8 "FD" Future Development District
- §7-3-15(A) Dimensional Requirements
- §6-6 Residential Design Standards
- §7-4-6 Required Improvements
- §7-4-7 Design Standards
- Ch. 9 Water and Sewer

#### ANALYSIS

##### MASTER PLAN GOALS

This parcel is identified as *Rural Neighborhoods* on the Future Land Use Map of the 2019 Master Plan. This anticipates the following land uses and development patterns:

<b>Maximum Density / Height</b>	0.1 – 1 du/ac; 2.5 stories
<b>Primary Uses:</b>	Single-family homes.
<b>Supporting Uses</b>	Agricultural and ranching uses, parks and recreational facilities, open space conservation
<b>Characteristics</b>	<ul style="list-style-type: none"><li>• Rural Neighborhoods are intended to preserve the rural character of areas within the UGB but outside of the Town core, or to mitigate the impacts of development in hazardous or environmentally-sensitive areas such as on steep slopes.</li><li>• Where existing, agricultural and ranching uses are encouraged to continue for as long as the property owner desires.</li></ul>

	<ul style="list-style-type: none"> <li>Undeveloped areas may convert to parks or open space if acquired by the Town or land trust, or if protected through a conservation easement.</li> <li>Clustering of residential development is encouraged to preserve open land.</li> </ul>
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The project should be in general conformance with the goals and policies identified within the 2019 Master Plan and the Future Land Use Map. Figure 2 depicts the Future Land Use classification of the subject property and surrounding area. The Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals.

The following Goals and Policies identified in the 2019 Master Plan were considered when evaluating this project's conformance with the plan.

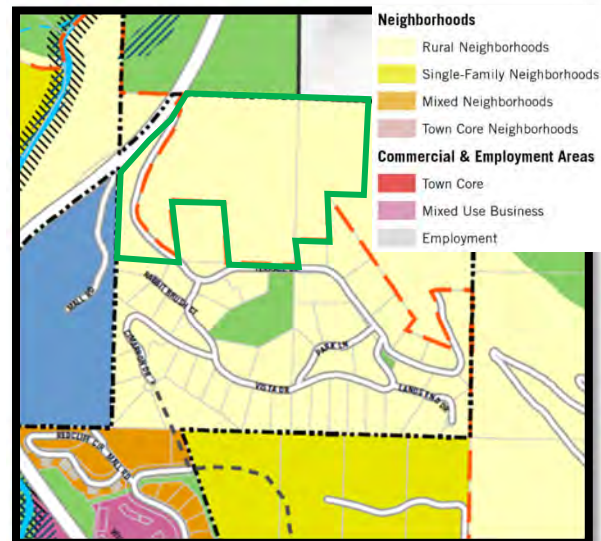


Figure 2. Future Land Use Map

- 1) Policy ENV-1.1: Environmentally Sensitive Areas - Limit new development in environmentally sensitive or constrained areas, such as steep slopes, the river floodway and floodplain, riparian areas, wetlands, and other areas that contribute to the ecological health and diversity of the valley.
- 2) Policy ENV-1.2: Wildlife Habitat - Use clustering, open space corridors, conservation easements, and other techniques to minimize development impacts in wildlife movement corridors and areas with critical or important wildlife habitat.
- 3) Policy ENV-3.4: Low-Impact Development - Design street layouts, grades, and site developments to avoid excessive runoff concentrations and minimize the need for storm sewer infrastructure. On-site natural percolation, detention, or retention should incorporate vegetation, vegetated swales, and other low-impact development strategies where possible to minimize the need for off-site infrastructure improvements.
- 4) Policy ENV-4.2: Renewable Energy - Encourage the use of carbon-free and renewable energy systems within the Town and support the goal of carbon neutrality for Colorado. Support the inspiration and innovation of those who live, work, and visit Ridgway to create a low-carbon economy and lifestyle that improves the health, shared prosperity, and long-term security of our unique mountain community.
- 5) Policy ENV-3.6: Water Conservation - Actively manage the Town's water resources to conserve water, especially in times of limited availability.
- 6) Policy COM-2.2: Support the development of a range of housing options in Ridgway, including but not limited to townhomes.



- 7) Policy CHR-1.1: Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design.
- 8) Policy CHR-1.2: Enhance walkability and bikeability within existing neighborhoods and between other areas of town.
- 9) Policy CHR 6.1: Corridor and Gateway Character - Highway corridors and gateways to Ridgway should enhance and benefit the community's small-town character and preserve mountain vistas.
- 10) Policy CHR-7.2: Trail Development - Encourage and support trail development within and surrounding Ridgway, particularly trails that fill gaps or key trail linkages in the Town's current system and improve continuity and connectivity. Where feasible, create trails that support walking, hiking, biking, and other non-motorized uses. Trail development should not impede existing agricultural uses and do not cross private property unless arrangements have been made with the property owner.
- 11) Policy GRO-1.5: Design of New Development - Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood, particularly in the Historic Town Core where maintaining the historic character of Ridgway is desired.
- 12) Policy GRO-1.6: Encourage clustering of residential development where appropriate to preserve open space, agricultural land, wildlife habitat, visual quality, and other amenities.
- 13) Policy GRO-2.1: Growth Pays for Growth - Ensure that the costs of extending or expanding Town infrastructure and services to support new development are borne by the developer and not the Town or residents. This includes the impacts new development will have on Town facilities and utilities.
- 14) Policy GRO 3.2: On-Site Stormwater Management - Encourage new development to manage stormwater on-site, using low-impact development techniques or other best practices.

The review of these policies did find some inconsistencies between the policies and the proposed project. Those are:

1. The project is located within a winter elk concentration area. As such, a recommended condition is that the applicant coordinate with Colorado Parks and Wildlife (CPW) to ensure the development impacts are mitigated. *(See Figure 3)*
2. The property is also encumbered by steep slopes over 20%, however, these steep slopes were not overlaid on the submitted sketch plan materials. Therefore, steep slopes will have to be overlaid on the proposed subdivision layout and disturbance areas and submitted with the preliminary plat to ensure the development is not occurring on the steep slope areas. *(See Figure 4)*



*Figure 3. Elk Concentration Area*



*Figure 4. Steep Slopes*

## LAND USES

Lot 2 and the portion of the Endicott Property included in this request are currently vacant. The remainder of the Endicott Property, east of the proposed Sketch Plan, has one single-family residential unit on it.

The sketch plan proposes to subdivide Lot 2 and a portion of the Endicott Property into 20 single-family home lots, open space, and right-of-way. The gross density of the application is 0.46 dwelling units per acre with an average single-family lot size of 1.17 acres. Lot sizes range from the largest being 2.97 acres and the smallest being 0.99 acres. The proposed Sketch Plan includes 12.74 acres of open space along the western portion of Lot 2. These are all land uses allowed within the R Residential District.

## 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 Residential District, the following standards apply to all uses:

<i>Standard</i>	<i>Requirement</i>	<i>Provided</i>
Min. Lot Width	50'	Unknown*
Min. Lot Size	6,000sf	Min. lot size is 0.99ac.
Max. Lot Coverage*	50%	Max Disturbance Area of 10,000sf, roughly 23% max coverage (1ac lot size)
Min. Front Setback*	15'	20'
Min. Rear Setback*	8'	20'
Min. Side Setback*	5'	20'
Max. Side on Corner Lot*	7.5'	20'
Structure Height*	27'	N/A – height would be reviewed with individual building permits.

\*While there appears to be ample area for the minimum lot width, the lot width was not provided within the sketch plan materials. Specifically, Lots 4, 7, 10, and 14 have reduced lot widths which must be confirmed on the preliminary plat.

The proposed sketch allows ample lot area to meet applicable dimensional standards which are unable to be verified at this time.

## ACCESS

The development is proposing one access point off of Terrace Drive in a “lollipop” design. RMC §7-4-5-(A) prohibits cul-de-sacs over 500 feet long and dead-end streets, respectively. Also, a secondary access is required for emergency ingress and egress which is not provided in the current layout. As proposed the sketch plan does not meet these road standards. Additional clarity and information will need to be provided in connection with the preliminary plat to ensure these life/safety standards are being adequately met with the proposed development. Further compounded by the reduced fire flows in this area, access will have to be reviewed and approved by the fire protection district before it can be approved by the Town. The Preliminary Plat will be referred to the Ridgway Fire Department for their review. Moreover, in April of 2005, Town staff drafted a white paper on Lot 2 in an effort to offer





a summary of what infrastructure and land use considerations would be necessary at such time Lot 2 develops. The white paper is provided to this staff report as Attachment C.

With respect to highway access, it's worth noting that development of Lot 2 will trigger the need for improvements to the intersection of Highway 550 and Terrace Drive. In order to bring the access into compliance with State Access Regulations, it is likely that the intersection will need to include acceleration, deceleration, and center turn lanes of lengths appropriate to the highway traffic speed in that area. Additional coordination will be necessary between the applicant, the Town, and CDOT.

#### **PARKING**

The RMC requires single-family homes to provide a minimum of two off-street parking spaces. While there appears to be adequate space on each lot to provide such minimum standards, parking will be reviewed in conjunction with each individual building permit application.

#### **UTILITIES**

As proposed, the project will be served by Town of Ridgway water system through an extension of the water line within the roadway right-of-way and individual On-Site Wastewater Treatment Systems (OWTS). These improvements are consistent with notes on the McChesney Minor Subdivision plat and the white paper drafted by the Town on April 26, 2005. However, they are not consistent with Town standards as currently written.

Water Service: There is an existing water main line in Terrace Drive. The home on Lot 1 of McChesney Minor Subdivision is served by this water line. However, note 4 of the McChesney Minor Subdivision states:

*Due to the added maintenance and operation cost associated with the water system to serve this subdivision, water rates may be higher than for other parts of the Town of Ridgway.*

*If required by the Town of Ridgway, the owners of Lots 1 and 2 will participate in a Special Improvement District for the purpose of expanding the water storage capacity which serves these lots as well as the adjacent properties.*

The Town does not have adequate information at this time to determine the best means to serve this subdivision. However, staff is in agreement that a significant amount of engineering and design is going to be required to address this need, therefore, this work can be completed if the sketch plan is approved. This item will have to be reviewed in detail in conjunction with the preliminary plat.

Sewer Service: The application is proposing that each lot within the subdivision will provide its own OWTS. RMC §7-4-6-(A)(2) requires sanitary sewer systems to be connected to the Town's system. Additional infrastructure improvements have been made and planned for since the original plat notes were added. Therefore, the option of connecting this proposed subdivision to the Town's sanitary sewer collection system should be further explored.

#### **STAFF REVIEW COMMENTS**

Town staff and consultants have reviewed the Sketch Plan application and supporting materials against applicable Town Code and development standards. The following are the findings of staff's review presented for Planning Commission's consideration and evaluation of the application.

1. Identify disturbance areas on an exhibit provided with the preliminary plat and provide adequate measures to ensure such disturbance areas are enforceable with the submittal of the preliminary plat.



2. Clarify on the preliminary plat that the open space will be preserved in perpetuity and cannot be developed beyond a biking/hiking trail. Further clarify that the open space will be privately owned and maintained, but that a public access easement is granted to allow the general public to utilize the proposed trail system.
3. Provide additional analysis on the proposed water conservation measures and landscaping restrictions and how they compare to the Town's landscape regulations with the preliminary plat.
4. Consider requiring wildlife-friendly trash enclosures and measures to reduce conflicts between wildlife and residents. Address this item further with the submittal of the preliminary plat.
5. The entire 44.4 +/- acres of the Endicott Property shall be included in this request to legally subdivide the parcel to allow the 9.95 acres to be included in the Four Winds Subdivision. This adjustment shall be reflected on the Preliminary Plat.
6. At a minimum, the 9.95 acres portion of the Endicott Property to be included in the development of this subdivision shall be rezoned to Residential in conjunction with the preliminary plat. Approval of a rezoning request shall be contingent upon the approval of a final plat. In no way does any one approval or required approval guarantee or bind the Planning Commission or Town Council to approve any other request. Each application shall be reviewed and evaluated on its own merits and be determined to meet the standards applicable to the specific request.
7. Add Note 1 from McChesney Minor Subdivision regarding Sewage Disposal to the Preliminary Plat.
8. Add Note 3 from McChesney Minor Subdivision regarding costs of improvements to the access to HWY 550 to the Preliminary Plat.
9. Further analysis and design shall be provided by the applicant related to water system improvements as required by Note 4 on the McChesney Minor Subdivision plat.
10. Steep slopes over 20% and elk winter concentration areas shall be depicted in relation to the proposed development in conjunction with the preliminary plat.
11. The applicant shall reach out to Colorado Parks and Wildlife and address recommended mitigation of this wildlife sensitive area prior to submittal of the preliminary plat.
12. The Sketch Plan identifies an easement to be vacated at the southeast corner of Lot 2, however, no additional information was provided. The reception number, grantee, and authorization to vacate by the grantee shall be provided with the preliminary plat.
13. Applicant must confirm that all lots meet minimum lot widths. Specifically, lot widths of Lots 7, 10, and 14 may be close to the minimum 50' required width.
14. The project must have two points of access off of Terrace Drive.
15. Upgrades to the intersection with SH550 will most likely be necessary. This will be evaluated further by the Town in conjunction with CDOT.
16. Internal roads should be paved and have ADA compliant sidewalks in accordance with Town standards and specification. Using the "rural" roadway does not seem like an acceptable solution.
17. Additional water storage is needed for domestic water and fire protection needs. The applicant will have to demonstrate that adequate storage and flows are being met and the increased use does not have a negative impact on existing users of the system in conjunction with the preliminary plat.
18. The intent of the fairgrounds lift station was to ultimately extend municipal sewage service to Vista Terrace. There are challenges to do that, but it should be explored by the applicant in conjunction with this project. If OWTS's are permitted, the engineering should ensure the site has sufficient suitable ground for on-site treatment systems for the full development of each lot and replacement





field which needs to be sized not only for the propose house but the accessory dwellings. Even if OWTS's are allowed, staff recommend requiring that the plat dedicate right-of-way or easements to accommodate future sewer installation.

19. In the background narrative, it is stated that the steepness of the property is 11%. That is steeper than is typically allowed as streets should not be steeper than 8%. Grades and vertical design of the roads will have to be designed within the thresholds of the Town standards and be submitted and reviewed with the preliminary plat.
20. All structures must be within 300' of a hydrant. Based on the radii provided with the Sketch Plan, Lot 10 may be difficult to meet this standard. This should be confirmed with the preliminary plat application materials.
21. The water line is a "lollipop" which does not really loop as required by Town standards. Additional discussion, analysis, and other alternatives should be explored.
22. The project narrative identifies storm water being addressed on each lot; however, stormwater should be managed at comprehensive, subdivision-wide level.
23. Utility easements on front and side lot lines should be provided pursuant to Town standards. Please add these to the preliminary plat submission.
24. The inclusion of Accessory Dwelling Units (ADUs) will increase impact on traffic, water, sewer, fire protection, and other infrastructure and services. The actual impacts, and mitigation strategies, shall be provided with the preliminary plat.

#### **PUBLIC COMMENTS**

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The property has been posted and proper notification has been completed by the Town in accordance with RMC §7-4-13.

As of the drafting of this staff report, the Town has received sixteen (16) written public comments. The written comments received are attached to this staff report in Attachment B.

Written comments were received from:

- 1) Kathy & Charles Ewert dated May 20, 2022
- 2) Kevin Chismire dated May 24, 2022 and May 26, 2022
- 3) Nicole Moorman dated May 24, 2022
- 4) Connie and Glen Anderson dated May 25, 2022
- 5) Fred and Margaret Quist dated May 24, 2022
- 6) Anthony Gegauff dated May 25, 2022
- 7) Dan Brillon dated May 25, 2022
- 8) Jeanne Smith dated May 24, 2022
- 9) Michelle and Mark Smail dated May 25, 2022
- 10) David Burger dated May 25, 2022
- 11) Joan Chismire dated May 25, 2022
- 12) Stephen McComb dated May 25, 2022
- 13) Audra Duke dated May 25, 2022
- 14) Bob Tesch dated May 25, 2022
- 15) Jack and Karen Fay dated May 25, 2022

#### **STAFF RECOMMENDATION**

---



Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission deny the Four Winds Sketch Plan finding that the proposed roadway, sanitary sewer system, and water system improvements do not meet the current Town standards.

#### **ATTACHMENTS**

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- A. Application and Support Materials
- B. Public Comments
- C. Lot 2, McChesney Subdivision Memo dated April 26, 2005





**Official Use Only**

Receipt # \_\_\_\_\_

Date Received: \_\_\_\_\_

Initials: \_\_\_\_\_

## Planning Commission Hearing Request

### General Information

Applicant Name	Chris Hawkins dba Alpine Planning, LLC	Application Date	04/21/22
Mailing Address	P.O. Box 654, Ridgway, CO 81432		
Phone Number	(970) 964-7927	Email	chris@alpineplanningllc.com
Owner Name	Four Winds Ranch I LLLP & Estate of Bernadine C. Endicott - David Reed, Represe		
Phone Number	(970) 249-3806	Email	jdreed@martinlawfirmmpc.com
Address of Property for Hearing	741 Terrace Drive		
Zoning District	Residential Low Density & Future Development		

### Brief Description of Requested Action

Subdivision Sketch Plan for 20 lots on 42.49 acres

### Action Requested and Required Fee Payable to the Town of Ridgway

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

04/22/2022

Applicant Signature

Date

Owner Signature Four Winds Ranch I, LLLP, by Bernadine C. Endicott as General Partner,  
by J. David Reed as Attorney for Cheryl Endicott as Personal Representative  
of the Estate of Bernadine C. Endicott, deceased

Date

Bernadine C. Endicott, by J. David Reed as Attorney for Cheryl Endicott as Personal Representative of the Estate of Bernadine C. Endicott, deceased.



# Four Winds Subdivision Sketch Review



April 27, 2022





Background

Four Winds Ranch 1 LLLP is the owner of Lot 2 McChesney Subdivision (“**Lot 2**”) and the estate of Bernadine Endicott is the Owner of property that is legally described as the SE 1/4 of SE 1/4 of Section 9 and the NE 1/4 of the NE 1/4 of Section 16 all in T45N, R8W of the N.M.P.M. except that portion being described as Lots 25 - 48 and the common ground of Vista Terrace Subdivision, Filing No. 1 (“**Endicott Property**”). Lot 2 and the Endicott Property are shown in Figure 1. Lot 2 is located in the Residential Low Density District and the Endicott Property is in the Future Development District (Figure 2). Four Winds at Ridgway, LLC (“**Applicant**”) is under contract to purchase Lot 2 and 9.95 acres from the Endicott Property from the estate of Bernadine Endicott.

The proposed subdivision includes Lot 2 of the McChesney Subdivision that contains 33.09 acres and approximately 9.95 acres from the Endicott Property for a total subdivision area of 43.04 acres. The Applicant proposes 20 lots that range in size from 0.96 to 2.97 acres in size and two open space tracts that contain a total of 12.74 acres as shown in Figure 3. The overall density is one unit per 2.15 acres. Access to the proposed subdivision is from the Terrace Drive Right-of-Way.

The Four Winds at Ridgway Subdivision proposes the concurrent rezoning of the 9.95 acres from the Endicott Property to the Residential Low Density District. The Applicant is seeking to include the 9.95 acres into the subdivision because Lot 2 provides the only access to this area due to the steep slopes above the proposed subdivision within the Endicott Property; the approximate 11% topographic grade makes it very suitable for development; and the Town of Ridgway Master Plan (“**Master Plan**”) envisions this area developed as a Rural Neighborhood. The Applicant also has a first right of refusal to buy

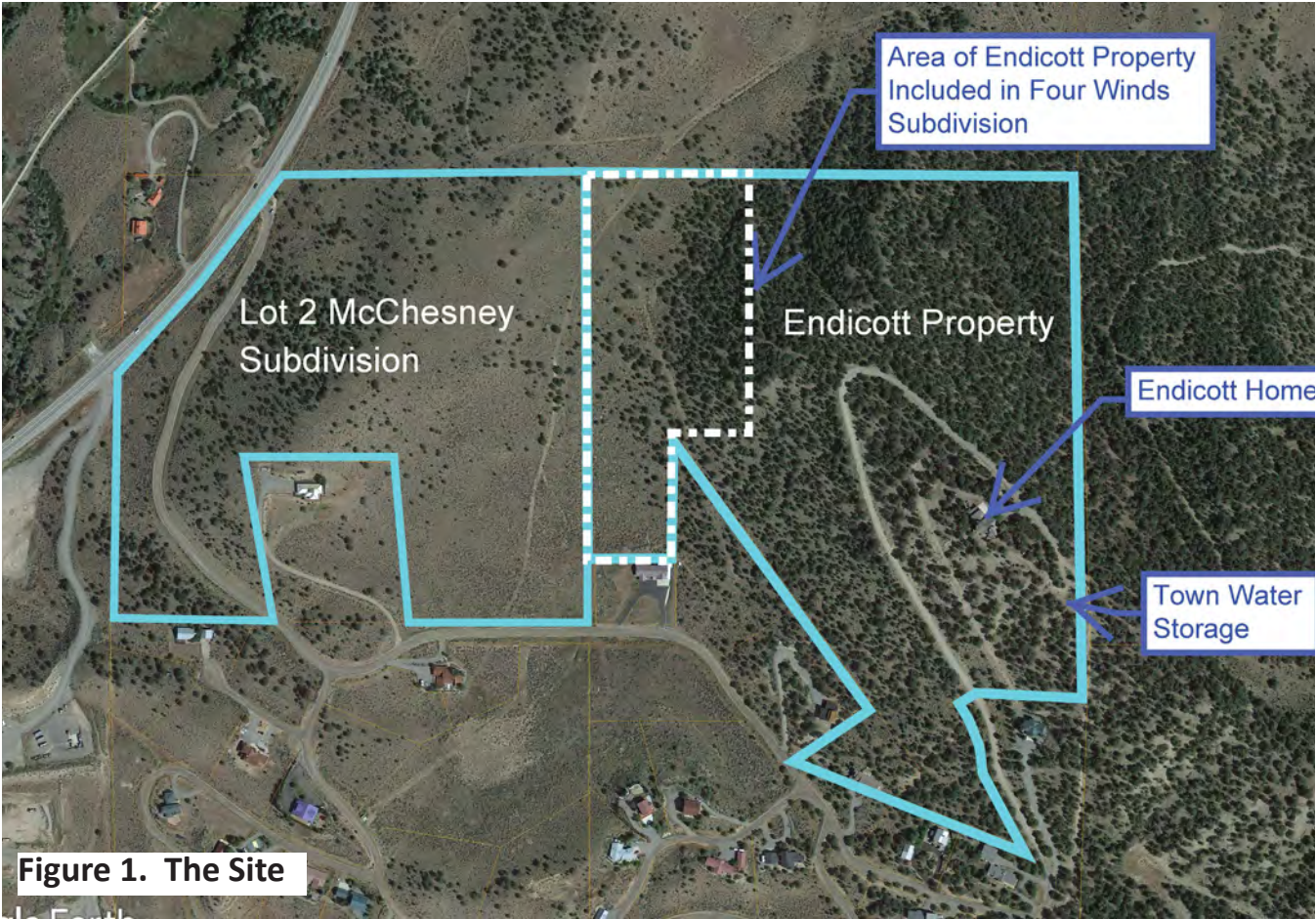


Figure 1. The Site

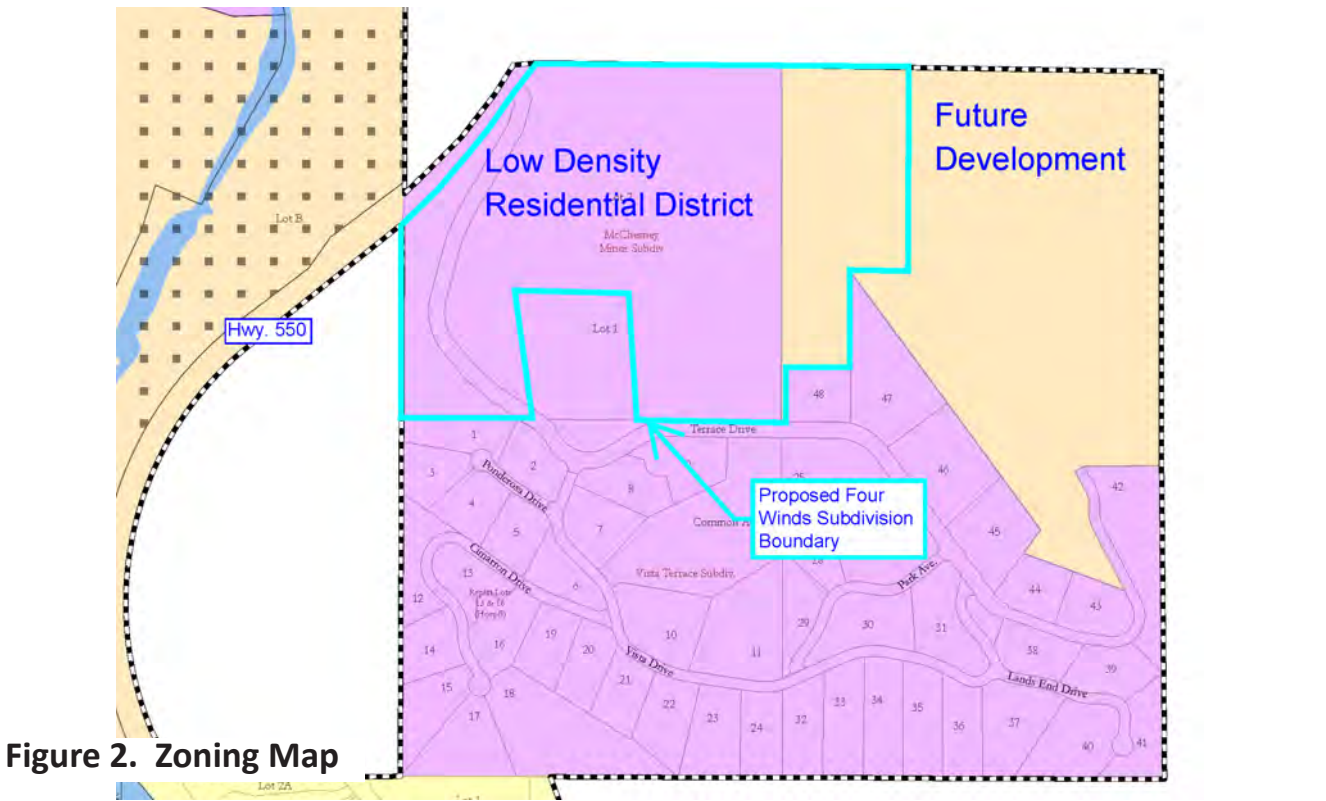


Figure 2. Zoning Map

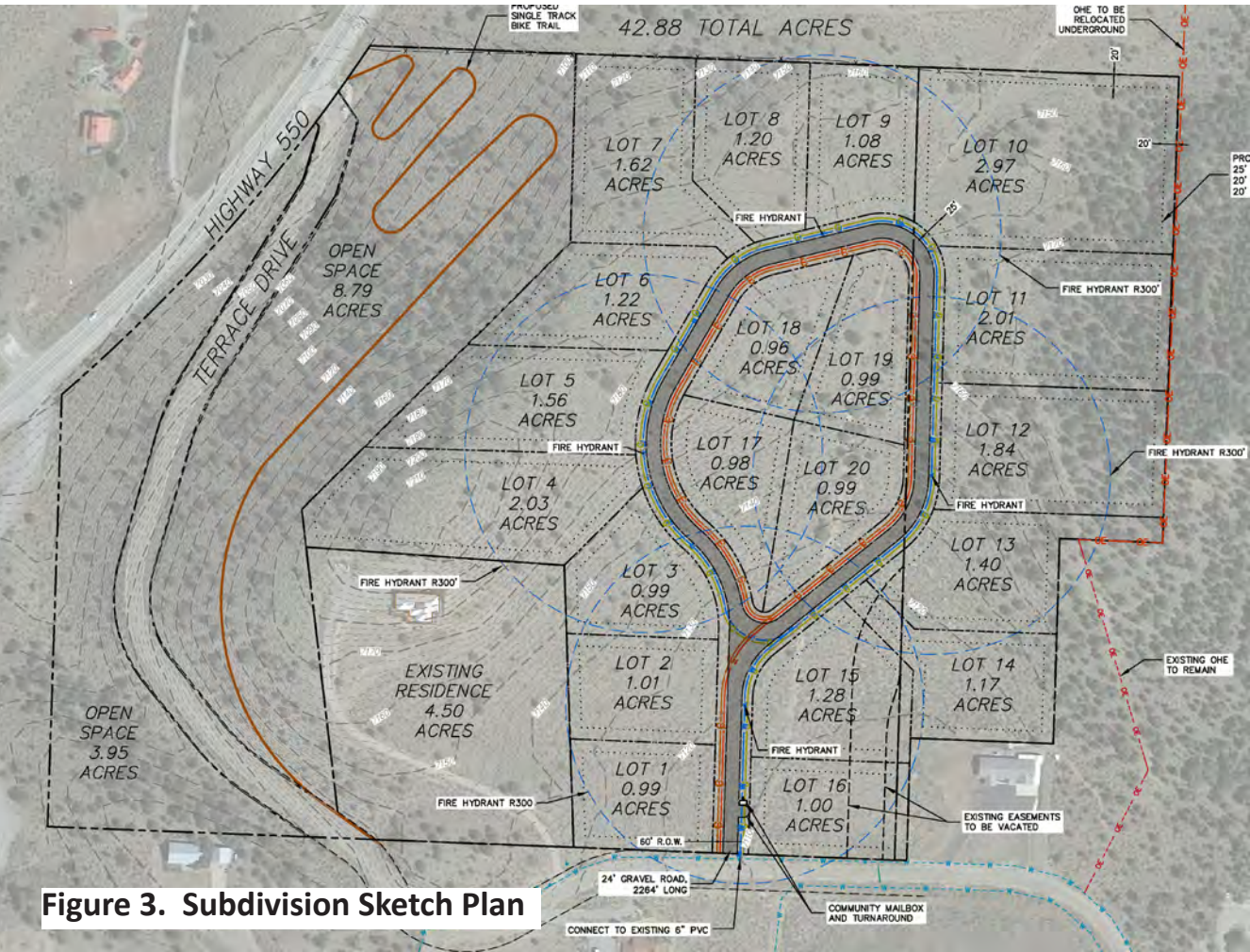


Figure 3. Subdivision Sketch Plan



the remainder of the Endicott Property with the goal to develop this last remaining portion of the Vista Terrace development area.

The intent of the Four Winds Subdivision is to provide 20 lots that are sensitively developed with homes that minimize impacts and maximize views. The Applicant proposes to create subdivision design standards administered by a homeowners association that will require:

1. A minimum amount of solar power for each home.
2. Conduit for electric vehicle charging and solar hot water heating.
3. Prohibit perimeter fencing on lot lines to facilitate wildlife movement through the site.
4. Limit the areas allowed for formal irrigated yards.
5. Encourage accessory dwelling units to provide additional housing.
6. Establish disturbance envelopes that have a 10,000 sq. ft. maximum size in which all improvements must be placed (except driveways, utilities, address monuments, etc.).
7. Protection of the current sage habitat outside of the disturbance envelopes.
8. Requirements to have fenced areas for any dogs to protect wildlife.
9. Design standards for the new homes to have a consistent design.

Lot 2 and the Endicott Property have always been planned as a part of the overall Vista Terrace development. Vista Terrace contains 48 lots on 75.541 acre that includes only 5.369 acres of common open space (7% of subdivision area). The overall density is one unit per 1.6 acres. The proposed subdivision density of one unit per 2.15 acres is compatible with the existing Vista Terrace density.

### Sketch Plan Criteria

Subdivision Regulations Section 7-4-5(A)(1) requires that subdivision proposals be consistent with the town standards and be reviewed on the following criteria, with our response on compliance shown in *italics*:

(a) Conformance with the master plan and zoning regulations. *The Master Plan envisions Lot 2 and the Endicott Property as a Rural Neighborhood with a maximum density of 0.1 to 1 dwelling unit per acre. The proposed subdivision density at one unit per 2.15 acres is 115% less than envisioned by the Master Plan. Residential density will be limited to disturbance envelopes of 10,000 sq. ft. that will maintain the rural character, vegetation and natural habitat (Policy ENV-1.2). The 12.74 acres of open space, which represents approximately 30% of the subdivision area, will further maintain the rural character and natural habitat. Environmentally sensitive and natural hazard areas will be avoided (Policy ENV-1.1, GRO-3.1). The proposed gravel roads and subdivision design will avoid excessive concentrations of stormwater and minimize the need for storm sewer infrastructure (ENV-3.4). The limitation on formal irrigated yards will conserve water for the Town (ENV-3.6). The subdivision required minimum solar energy and the requirement to provide conduit for electric vehicle charging will require and encourage the use of renewable energy. The great solar access to each lot will further reduce energy use during the winter months. The subdivision will provide additional single-family residential housing opportunities in the town including accessory dwelling units and single-family homes (COM-2.1, COM-2.2). The subdivision design standards combined with the Town single-family design and dimensional standards will ensure*

*the character or the Vista Terrace area and the Town are protected (CHR-1.1, GRO-1.5). The low density roadway allows for it to also be used for pedestrian use and a new trail is proposed across open space to the Highway 550 crossing and river trail access (CHR-1.2, CHR-7.2). The proposed subdivision open space will maintain the northern scenic Highway 550 corridor and gateway into the town preserving mountain vistas and natural character (CHR-6.1). The proposed disturbance envelopes and open space cluster development to preserve habitat and visual quality (GRO-1.6). The proposed subdivision development will pay for all the required infrastructure including installing electric, natural gas and telecommunications lines, and also pay for increased water storage needed to support the development (GRO-2.1). On-site stormwater management will be provided per the Town's regulations and plans (GRO-3.2).*

*The proposed subdivision meets and exceeds the Residential Low Density District dimensional standards including the minimum lot width of 50 feet. The proposed setbacks of 25-foot front, 20-foot side and 20-foot rear setbacks far exceed the Town required setbacks of 15-foot front, 5-foot sides and 8-foot rear setbacks. Disturbance envelopes, which are also intended to provide view corridors, will increase these setbacks in some instances. The smallest lot size of 0.96 acre or 42,688.8 sq. ft. significantly exceeds the minimum 6,000 sq. ft. Residential District lot size which is appropriate for this rural area.*

(b) Relationship of development to topography, soils, drainage, flooding, potential natural hazard areas and other physical characteristics. *Most of the subdivision lots have gentle sloping topography with slopes less than 30%. A soils report will be provided with a future application as required by the Subdivision Regulations. Buckhorn Engineering will design the civil plans in accordance with Town regulations, including the required drainage and utilities plans. The site is not located in any mapped floodplain. The sage habitat of the subdivision will be preserved through open space and disturbance envelopes.*

(c) Availability of water, means of sewage collection and treatment, access and other utilities and services. *Water is available from the Town, and required water storage for the subdivision will be engineered and installed by the Applicant. The Applicant believes that the construction of added water storage will meet the following Note No. 4 on the McChesney Subdivision plat relative to Lot 2:*

*"If required by the Town of Ridgway, the owners of Lots 1 and 2 will participate in a Special Improvement District for the purpose of expanding water storage capacity which serves these lots as well as the adjacent properties."*

*Electric, natural gas and telecommunications infrastructure are available in the Terrace Drive Right-of-Way. The Applicant will prepare a traffic impact analysis for the Terrace Drive-Highway 550 intersection to determine if a southbound deceleration lane is required, and submit such study to the Colorado Department of Transportation for review and comment. Acceleration and deceleration lanes are installed for Terrace Drive ingress and egress onto Highway 550.*

*Sewage collection is proposed by on-site wastewater treatment systems with septic tanks and leach fields that are designed to meet Ouray County requirements. Septic systems are proposed based on the following note on the McChesney Subdivision plat:*

*"A Town sewer system is not available to serve Lots 1 and 2 of this subdivision. No building permit or other development permit shall be issued for any Lot until Individual Sewage Disposal System Permit (ISDSP) has been issued. In order for an ISDSP to be issued, the applicable requirements of Colorado statutes and regulations, and Town Regulations, if any, as in effect from time to time, must be met. The Town shall have no responsibility on account of its denial of an ISDSP*

*for any lot which cannot meet the requirements and applicable law.*

*It shall be the responsibility of the owner of any lot to maintain any permitted individual sewage disposal system in good operating order in accordance with State law. Failure to maintain a system can result in civil and criminal penalties.*

*The owner of each lot shall be aware that the property within this subdivision may be included within the boundaries of a sewer system improvement district and assessed for the cost of connection for each lot, and applicable tap fees, at such time as the Town, in its discretion, deems it advisable to cause the creation for such district.”*

(d) Compatibility with the natural environment, wildlife, vegetation and unique natural features. *The proposed open space, disturbance envelopes, dog control measures and normal Town construction mitigation requirements will ensure the natural environment, vegetation and wildlife are protected.*

(e) Public costs, inefficiencies and tax hardships. *The proposed development will pay for all required subdivision improvements including connections to existing infrastructure in the Terrace Drive Right-of-Way, and for the added water storage generated by this development.*

## Project Information Table

Number of Single-family Lots	20
Estimated Water and Sewer Use Per Lot	450 GPD
Estimated Maximum Water and Sewer Use	9,000 GPD
Number of Bedrooms Per Unit	3
Total Bedrooms	60
Estimated Maximum Population	120 (2 persons per bedroom)
Parking Spaces Per Lot	2
Amount of Parking Provided in Garage Parking	2 garage spaces required by design guidelines
Amount of Required Parking (2 space per Lot)	40 spaces
Extra Parking	10 spaces
Estimated Subdivision Infrastructure Cost	\$840,000*
General Land Use Divisions	Single-family homes
Dedication of Water Rights	No water rights are assigned to Lot 2
Public Use Areas	Open space with public trail per sketch plan

\*Includes 20% contingency. Civil engineer will provide refined costs for the preliminary plat application.



# FOUR WINDS AT RIDGWAY SKETCH PLAN

SITUATED IN SECTION 9, TOWNSHIP 45 NORTH, RANGE 8 WEST,  
NEW MEXICO PRINCIPAL MERIDIAN,  
COUNTY OF OURAY, STATE OF COLORADO



VICINITY MAP  
NOT TO SCALE

## SKETCH PLAN INDEX

- SP-1 COVER SHEET
- SP-2 EXISTING CONDITIONS
- SP-3 ZONING PLAN
- SP-4 PROPOSED IMPROVEMENTS
- SP-5 DETAILS

## LEGEND

PROPOSED	EXISTING	
-----	-----	RIGHT-OF-WAY LINE
-----	-----	ROAD CENTERLINE
-----	-----	EASEMENT
.....	.....	SETBACK
-----	-----	PROPERTY LINE
8475	8455	CONTOURS MAJOR
		CONTOURS MINOR
Ⓜ	Ⓜ	MAIL BOX
○	○	POST
Ⓢ	Ⓢ	SIGN
x x	x x	FENCE
→	→	DITCH
→	→	SANITARY SEWER SERVICE (DYNAMIC)
Ⓢ	Ⓢ	SANITARY CLEANOUT
Ⓢ	Ⓢ	SANITARY LINE END CAP
Ⓢ	Ⓢ	SANITARY SEWER MANHOLE
Ⓢ	Ⓢ	SANITARY SEWER LINE
Ⓢ	Ⓢ	WATER MANHOLE
Ⓢ	Ⓢ	WATER VAULT
Ⓢ	Ⓢ	WATER VALVE
Ⓢ	Ⓢ	FIRE HYDRANT
Ⓢ	Ⓢ	FIRE DEPARTMENT CONNECT
Ⓢ	Ⓢ	WATER METER
Ⓢ	Ⓢ	WATER SERVICE OR CURB STOP
Ⓢ	Ⓢ	WATER LINE
Ⓢ	Ⓢ	IRRIGATION CONTROL BOX
Ⓢ	Ⓢ	IRRIGATION VALVE
Ⓢ	Ⓢ	IRRIGATION LINE
Ⓢ	Ⓢ	IRRIGATION SLEEVE
Ⓢ	Ⓢ	STORM DRAIN MANHOLE
Ⓢ	Ⓢ	STORM DRAIN CATCH BASIN AT CENTER
Ⓢ	Ⓢ	STORM DRAIN CATCH BASIN TOP INLET
Ⓢ	Ⓢ	STORM DRAIN LINE
Ⓢ	Ⓢ	CULVERT
Ⓢ	Ⓢ	CULVERT END
Ⓢ	Ⓢ	TRANSFORMER
Ⓢ	Ⓢ	ELECTRIC PED
Ⓢ	Ⓢ	UTILITY POLE
Ⓢ	Ⓢ	GUY WIRE
Ⓢ	Ⓢ	ELECTRIC LINE OVERHEAD
Ⓢ	Ⓢ	ELECTRIC LINE UNDERGROUND
Ⓢ	Ⓢ	COMMUNICATIONS BOX
Ⓢ	Ⓢ	COMMUNICATIONS LINE
Ⓢ	Ⓢ	GAS METER
Ⓢ	Ⓢ	GAS LINE

BUCKHORN

ENGINEERING

222 South Park Avenue  
Montrose, Colorado 81401  
970-249-6828

FOUR WINDS AT RIDGWAY

SKETCH PLAN  
COVER SHEET

PROJECT	2022-018-CIV
DATE	04/26/2022
DRAFTER	WL
CHECKED	DCQ
BUCKHORN ENGINEERING	

SHEET

SP-1

1 OF 5

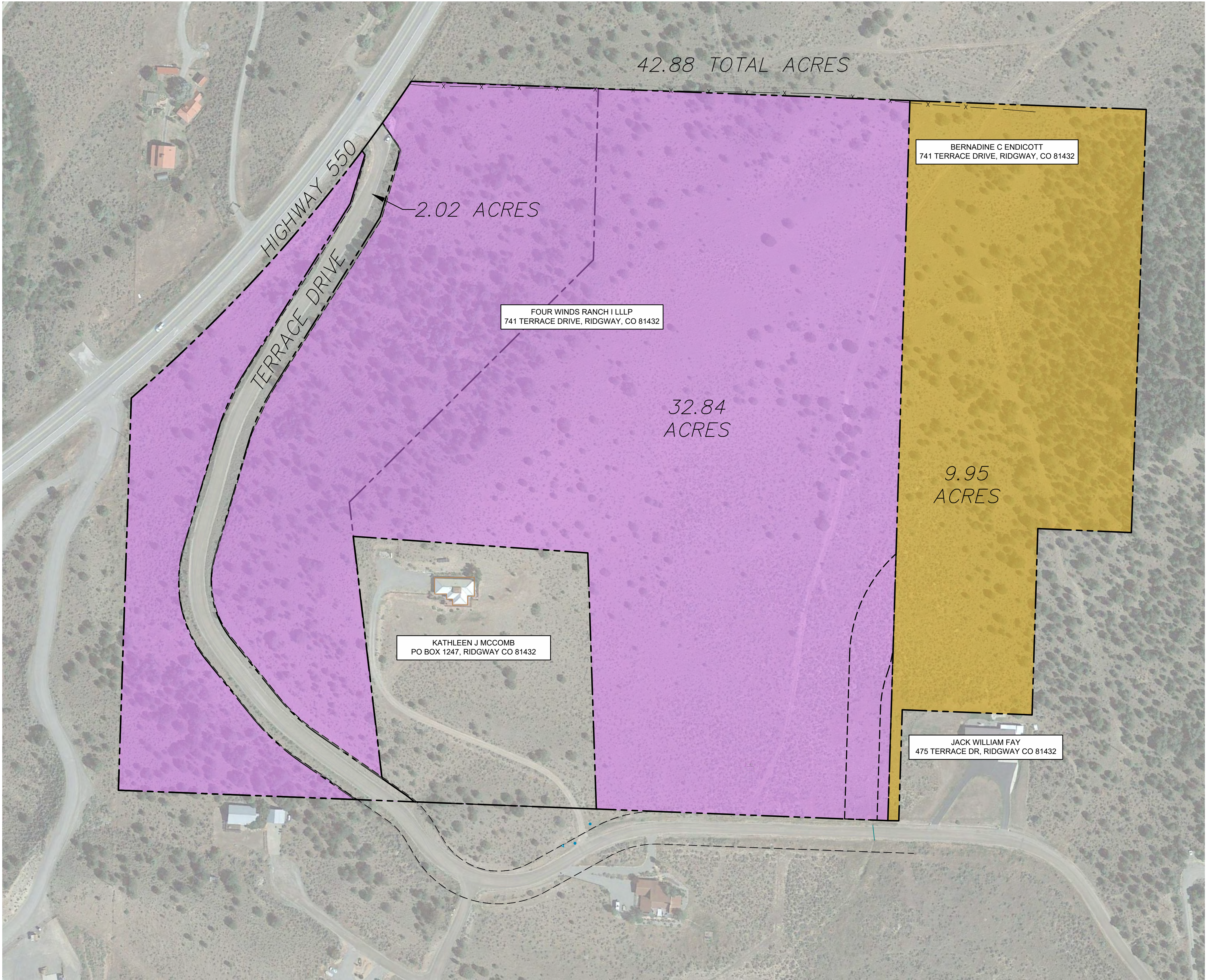
REV	DATE	DESCRIPTION	BY







T:\CIVIL\2022\018-CIV Four Winds Subdivision\65CAD\CB-FOUR WINDS.dwg PLOT DATE 2022-4-26 12:00 SAVED DATE 2022-04-26 11:59 USER: wluogate

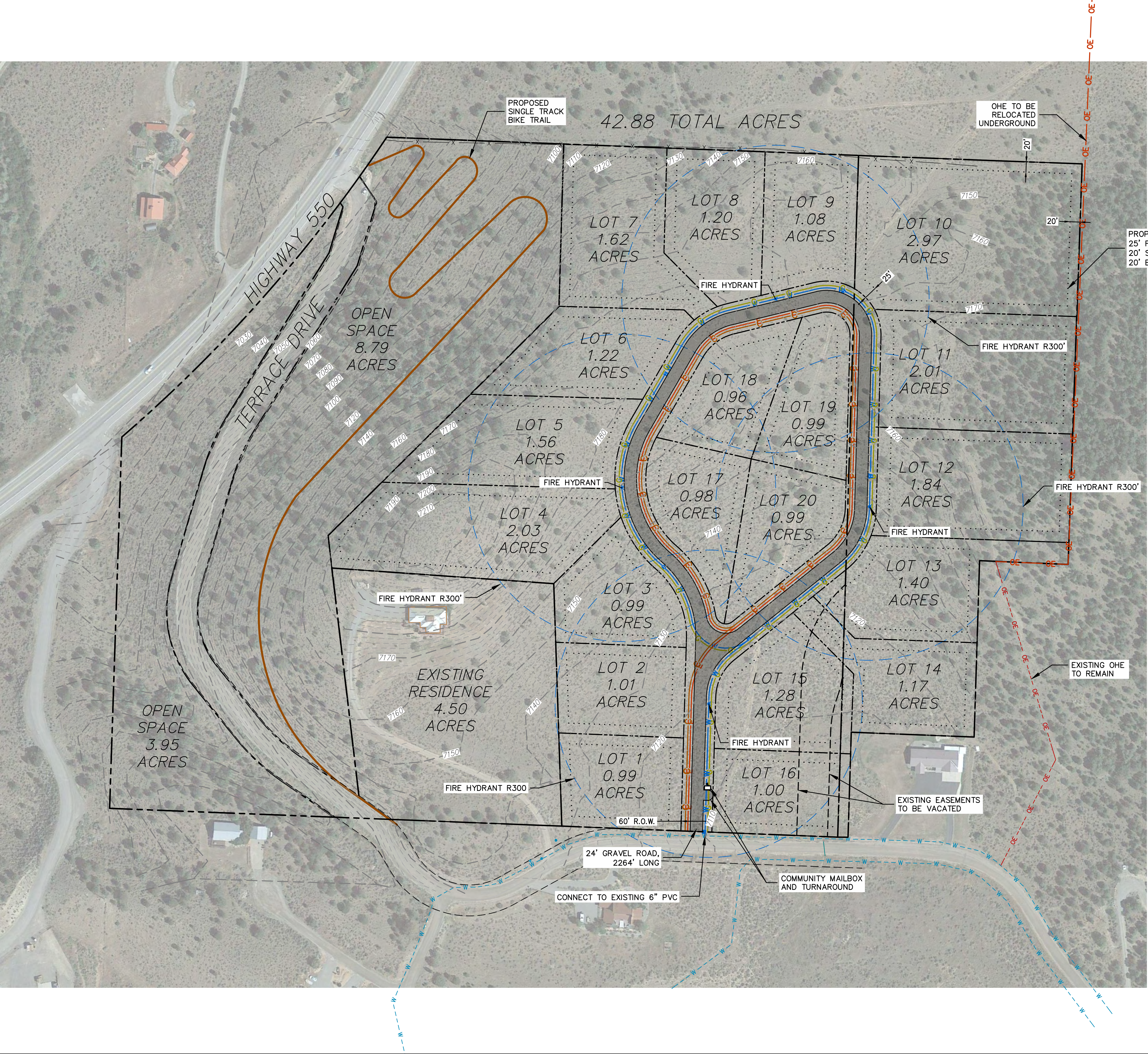


- RESIDENTIAL
- FUTURE DEVELOPMENT

<div>FOUR WINDS AT RIDGWAY</div> <div>SKETCH PLAN</div> <div>ZONING PLAN</div>		<div>BUCKHORN</div> <div>ENGINEERING</div> <div>222 South Park Avenue</div> <div>Montrose, Colorado 81401</div> <div>970-249-6828</div>		REVISIONS			
				REV	DATE	DESCRIPTION	BY
PROJECT		2022-018-CIV					
DATE		04/26/2022					
DRAFTER		WL					
CHECKED		DCQ					
BUCKHORN ENGINEERING							
SHEET							
SP-3							
3 of 5							



T:\CIVIL\2022\018-CIV Four Winds Subdivision\65CAD\CB-FOUR WINDS.dwg PLOT DATE 2022-4-26 12:00 SAVED DATE 2022-04-26 11:59 USER: wladgate



SETBACKS		
	REQUIRED	PROPOSED
FRONT	15'	25'
SIDES	8'	20'
BACK	5'	20'

REVISIONS		BY
REV	DATE	DESCRIPTION

**BUCKHORN**  
**ENGINEERING**

222 South Park Avenue  
Montrose, Colorado 81401  
970-249-6828

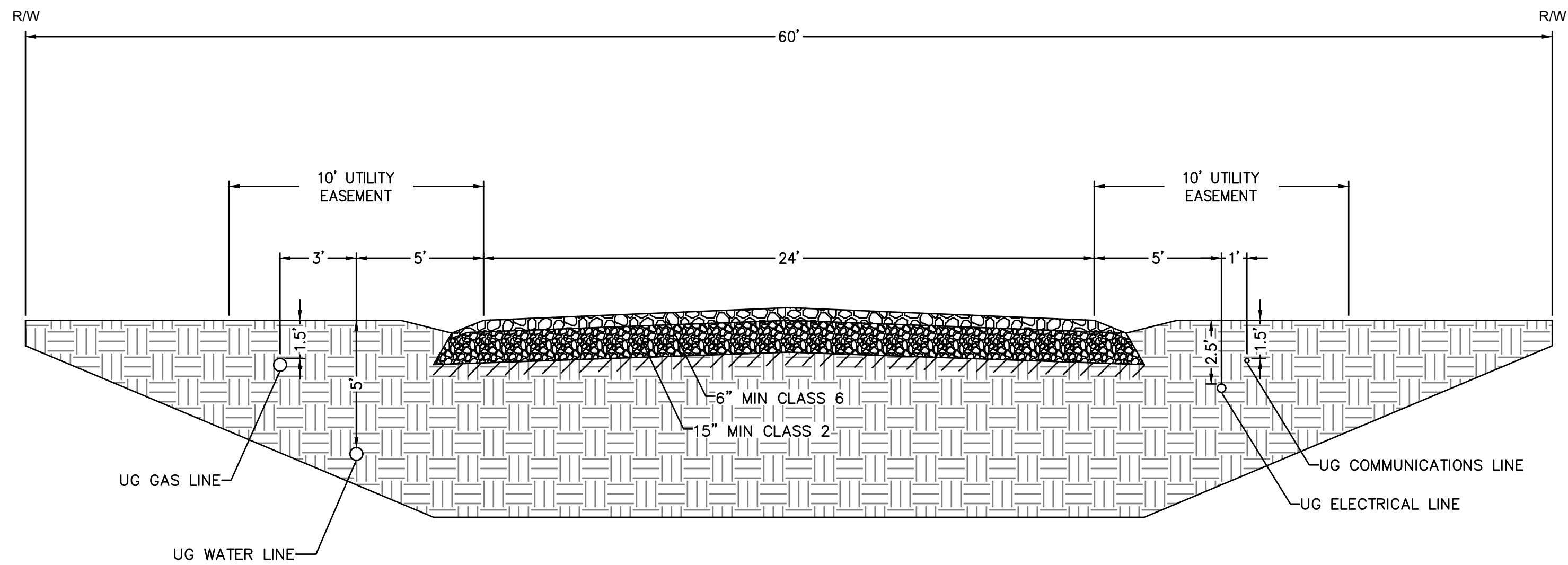
PROPOSED IMPROVEMENTS  
SKETCH PLAN  
PROPOSED IMPROVEMENTS

PROJECT 2022-018-CIV  
DATE 04/26/2022  
DRAFTER WL  
CHECKED DCQ  
BUCKHORN ENGINEERING

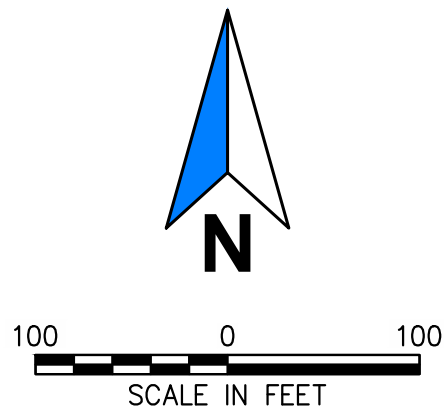
SHEET  
**SP-4**  
4 of 5



T:\CIVIL\2022\018-CIV Four Winds Subdivision\65CAD\CB-FOUR WINDS.dwg PLOT DATE 2022-4-26 12:00 SAVED DATE 2022-04-26 11:59 USER: wluogale



**TYPICAL ROAD SECTION**  
NOT TO SCALE



REVISIONS		BY
REV	DATE	DESCRIPTION

**BUCKHORN**  
**ENGINEERING**

222 South Park Avenue  
Montrose, Colorado 81401  
970-249-6828

FOUR WINDS AT RIDGWAY

SKETCH PLAN  
DETAILS

PROJECT	2022-018-CIV
DATE	04/26/2022
DRAFTER	WL
CHECKED	DCQ
BUCKHORN ENGINEERING	

SHEET

SP-5

5 OF 5



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

### AUTHORIZATION OF AGENT

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

Four Winds at Ridgway, LLC, Chris Hawkins dba Alpine Planning, LLC & Buckhorn Engineering

*(Name of Authorized Agent)*

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

Legal property description *(include: lot, block, subdivision, physical address)*:

Lot 2 McChesney Subdivison and Portion of the Endicott Property(9.95 acres)

Signature: 

Date: 4-22-2022

Four Winds Ranch I, LLLP, by Bernadine C. Endicott as General Partner, by J. David Reed as Attorney for Cheryl Endicott as Personal Representative of the Estate of Bernadine C. Endicott, deceased.

Signature: 

Date: 4-22-2022

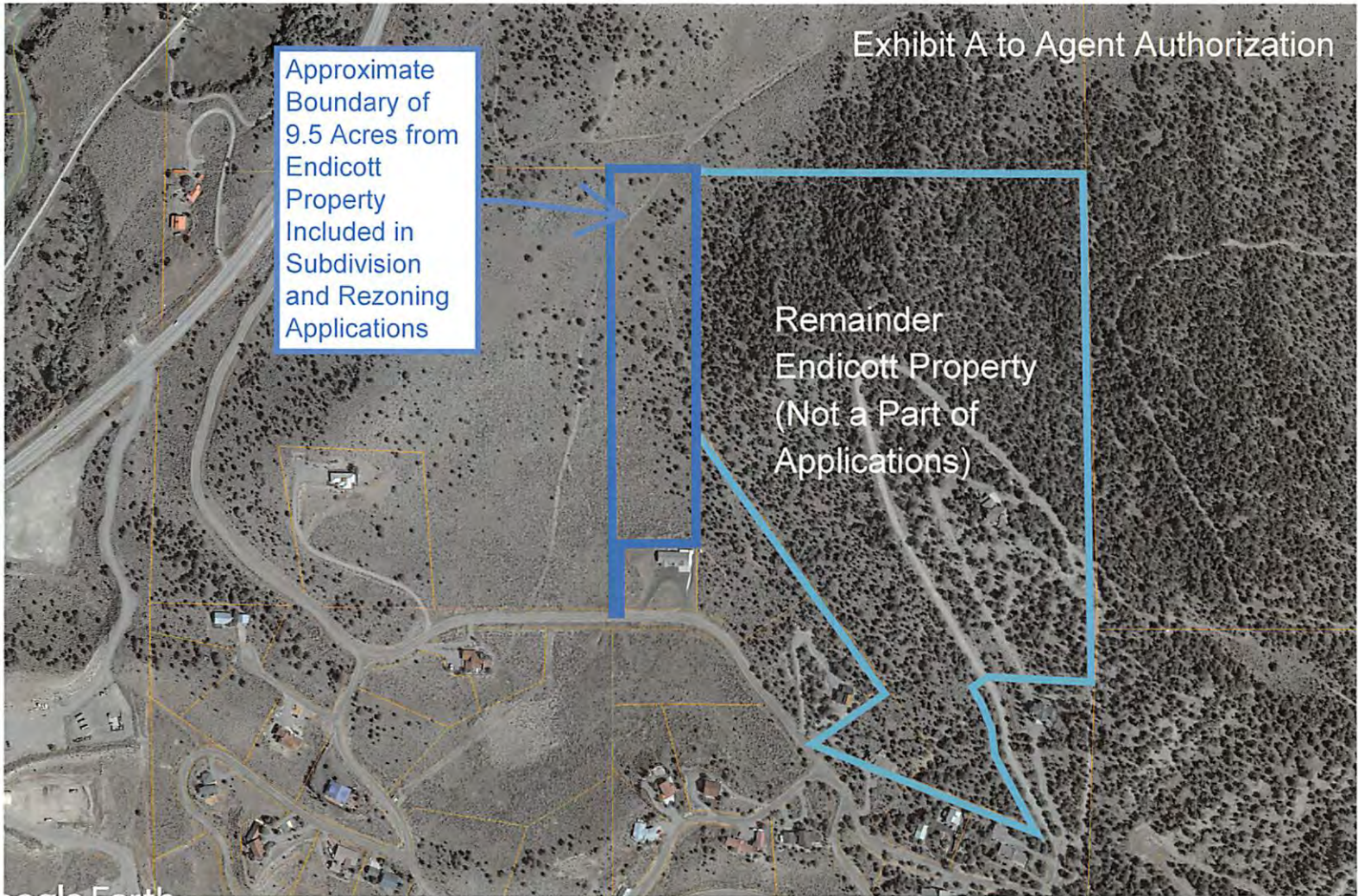
Bernadine C. Endicott, by J. David Reed as Attorney for Cheryl Endicott as Personal Representative of the Estate of Bernadine C. Endicott, deceased.



Exhibit A to Agent Authorization

Approximate  
Boundary of  
9.5 Acres from  
Endicott  
Property  
Included in  
Subdivision  
and Rezoning  
Applications

Remainder  
Endicott Property  
(Not a Part of  
Applications)







THE MARTIN  
LAW FIRM

Brent A. Martin  
J. David Reed, Of Counsel

---

April 22, 2022

Town of Ridgway  
Planning Commission  
P O Box 10  
Ridgway, CO 81432

Re: Four Winds Ranch I, LLLP & Estate of Bernadine C. Endicott

To Whom It May Concern:

The office of J. David Reed, P.C. has, for many years, served as legal representative and attorney for Bernadine C. Endicott. Ms. Bernadine C. Endicott recently died. This office has now been retained by Cheryl Endicott to represent the Estate of Bernadine C. Endicott and to represent Cheryl Endicott, as Personal Representative of the Estate. A probate action has been filed in the Ouray District Court and Letters Testamentary have been issued appointing Cheryl Endicott as Personal Representative of the Estate of Bernadine C. Endicott. A copy of the certified Letters is attached. The Estate includes the Ouray County real property which was owned by Bernadine C. Endicott, as well as the general and limited partnership interests which were owned by Ms. Endicott in Four Winds Ranch I, LLLP.

As Ms. Cheryl Endicott's attorney and legal representative, J. David Reed is authorized to execute documents on behalf of Cheryl Endicott, as Personal Representative of the Estate of Bernadine C. Endicott.

Sincerely,

J. David Reed

121 North Park Avenue, Montrose, Colorado 81401

Phone (970) 249-1237 Fax (970) 249-3650

[bmartin@martinlawfirmnpc.com](mailto:bmartin@martinlawfirmnpc.com)

[jdreed@martinlawfirmnpc.com](mailto:jdreed@martinlawfirmnpc.com)

[www.martinlawfirmnpc.com](http://www.martinlawfirmnpc.com)



<b>DISTRICT COURT, OURAY COUNTY, STATE OF COLORADO</b> Court Address: P O Box 643 Ouray, CO 81427 Phone Number: (970) 325-4405		DATE FILED: April 6, 2022 3:27 PM
In the Matter of the Estate of:  BERNADINE C. ENDICOTT,  Deceased.		<b>▲ COURT USE ONLY ▲</b>
Attorneys for Applicant:  The Martin Law Firm J. David Reed, Reg. No. 9491 121 N. Park Ave. Montrose, CO 81401 Phone Number: (970) 249-1237 <a href="mailto:jdreed@martinlawfirmpe.com">jdreed@martinlawfirmpe.com</a>		Case Number:  2022 PR <u>30004</u>  Div./Ctrm: <u>P</u>
<b>LETTERS TESTAMENTARY</b>		

Cheryl L. Endicott was appointed or qualified by this Court or its Registrar on April 6, 2022 as Personal Representative.

The Decedent died on February 17, 2022.

These Letters are proof of the Personal Representative's authority to act pursuant to §15-12-701, et. seq., C.R.S.

- ☒ The Personal Representative's authority is unrestricted; or  
 The Personal Representative's authority is restricted as follows:

DATED: April 6, 2022

[Signature]  
 Probate Registrar/(Deputy) Clerk of Court

#### CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of 4/6/22 (date).

[Signature]  
 Probate Registrar/(Deputy) Clerk of Court



# CERTIFICATE OF TAXES DUE

Account Number R000294  
Parcel 430509400146  
Assessed To  
FOUR WINDS RANCH I LLLP  
741 TERRACE DRIVE  
RIDGWAY, CO 81432

Certificate Number 2021-004350  
Order Number 85007709  
Vendor ID LAND\_TITLE  
JEANNE BOOTS  
1561 OXBOW DRIVE  
SUITE 2  
MONTROSE, CO 81401

Legal Description				Situs Address	
Subd: MCCHESENEY MINOR Lot: 2 S: 9 T: 45 R: 8				TBD Ridgway	
Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2020	\$2,849.84	\$0.00	\$0.00	(\$2,849.84)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 12/27/2021</b>					<b>\$0.00</b>

Tax Billed at 2020 Rates for Tax Area 201 - 201 - 201

Authority	Mill Levy	Amount	Values	Actual	Assessed
OURAY COUNTY (GENERAL FUND)	9.1410000	\$444.07	VACANT-10 AC BUT LESS THAN 35 AC	\$167,520	\$48,580
OURAY COUNTY (ROAD & BRIDGE)	1.5110000	\$73.40			
OURAY COUNTY (SOCIAL SERVIC	0.5560000	\$27.01	Total	\$167,520	\$48,580
SCHOOL DISTRICT R-2 (RIDGWA	13.1690000	\$639.75			
SCHOOL DISTRICT R-2 BOND (R	7.4530000	\$362.07			
TOWN OF RIDGWAY	8.6510000	\$420.26			
DALLAS PARK CEMETERY DISTRI	0.2050000	\$9.96			
COLORADO RIVER WATER CONSER	0.5020000	\$24.39			
RIDGWAY FIRE PROTECTION DIS	3.5910000	\$174.45			
TRI-COUNTY WATER CONSERVANC	1.9060000*	\$92.59			
RIDGWAY LIBRARY DISTRICT	2.8260000	\$137.29			
REGIONAL SERVICE AUTHORITY	0.3750000	\$18.22			
SCHOOL DISTRICT R-2 SALARIE	6.1450000	\$298.52			
OURAY COUNTY (EMS FUND)	2.0150000	\$97.89			
TOWN OF RIDGWAY RAMP BOND	0.6170000	\$29.97			
Taxes Billed 2020	58.6630000	\$2,849.84			
* Credit Levy					

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER THE FOLLOWING DATES: PERSONAL PROPERTY AND MOBILE HOMES - SEPTEMBER 1, REAL PROPERTY - OCTOBER 1. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.



# CERTIFICATE OF TAXES DUE

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Ouray County Treasurer, Jill Mihelich, BY  
P.O. Box 149  
541 4th St  
Ouray, CO 81427-0149  
(970) 325-4487





## Land Title Guarantee Company Customer Distribution



**PREVENT FRAUD** - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **OU85007709**

Date: **12/27/2021**

Property Address: **TBD TERRACE DRIVE, RIDGWAY, CO 81432**

### PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

---

#### For Closing Assistance

Sherri Tompkins  
218 SHERMAN  
RIDGWAY, CO 81432  
PO BOX 276  
(970) 248-3895 (Work)  
(800) 830-1774 (Work Fax)  
[stompkins@ltgc.com](mailto:stompkins@ltgc.com)  
Contact License: CO567893  
Company License: CO44565

#### Closing Associate

Beth Perkovich  
218 SHERMAN  
RIDGWAY, CO 81432  
PO BOX 276  
(970) 626-3157 (Work)  
(877) 346-4104 (Work Fax)  
[bperkovich@ltgc.com](mailto:bperkovich@ltgc.com)  
Contact License: CO495682  
Company License: CO44565

#### Closing Processor

Jamie Henson  
218 SHERMAN  
RIDGWAY, CO 81432  
PO BOX 276  
(970) 626-3157 (Work)  
(877) 346-4104 (Work Fax)  
[jhenson@ltgc.com](mailto:jhenson@ltgc.com)  
Contact License: CO497677  
Company License: CO44565

#### For Title Assistance

Land Title Ouray County Title Team  
218 SHERMAN  
RIDGWAY, CO 81432  
PO BOX 276  
(970) 626-7001 (Work)  
(877) 375-5025 (Work Fax)  
[ourayresponse@ltgc.com](mailto:ourayresponse@ltgc.com)

---

#### Buyer/Borrower

ERIC FAUST  
Delivered via: Electronic Mail

#### Agent for Buyer

OURAY BROKERS  
Attention: TIM CURRIN  
257 SHERMAN STREET  
UNIT A  
RIDGWAY, CO 81432  
(970) 325-0300 (Work)  
(970) 325-0302 (Work Fax)  
[tim@ouraybrokers.com](mailto:tim@ouraybrokers.com)  
Delivered via: Electronic Mail



**Seller/Owner**

FOUR WINDS RANCH I, L.L.L.P.  
Attention: BERNADINE ENDICOTT  
Delivered via: Electronic Mail

**Agent for Seller**

OURAY BROKERS  
Attention: TIM CURRIN  
257 SHERMAN STREET  
UNIT A  
RIDGWAY, CO 81432  
(970) 325-0300 (Work)  
(970) 325-0302 (Work Fax)  
tim@ouraybrokers.com  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **OU85007709** Date: **12/27/2021**  
Property Address: **TBD TERRACE DRIVE, RIDGWAY, CO**  
**81432**  
Parties: **ERIC FAUST**  
**FOUR WINDS RANCH I, L.L.L.P.**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$2,292.00
Deletion of Standard Exception(s)	\$75.00
Tax Certificate	\$27.00
	<b>Total \$2,394.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[Ouray county recorded 12/31/1996 under reception no. 163386](#)

[Ouray county recorded 11/08/1994 at book 231 page 205](#)

**Plat Map(s):**

[Ouray county recorded 10/26/1994 under reception no. 157917](#)



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: OU85007709

**Property Address:**

TBD TERRACE DRIVE, RIDGWAY, CO 81432

**1. Effective Date:**

12/20/2021 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"ALTA" Owner's Policy 06-17-06

\$895,000.00

Proposed Insured:

ERIC FAUST

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

FOUR WINDS RANCH I, L.L.L.P.

**5. The Land referred to in this Commitment is described as follows:**

LOT 2, MCCHESENEY MINOR SUBDIVISION, AS SHOWN ON THE PLAT RECORDED OCTOBER 26, 1994 AT  
RECEPTION NO. [157917](#), COUNTY OF OURAY, STATE OF COLORADO.

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** OU85007709

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. PARTIAL RELEASE OF DEED OF TRUST DATED OCTOBER 09, 2013 FROM FOUR WINDS RANCH I, L.L.L.P. TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF THE CITIZENS STATE BANK OF OURAY TO SECURE THE SUM OF \$200,000.00 RECORDED OCTOBER 09, 2013, UNDER RECEPTION NO. [210932](#).
2. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT IMPROVEMENT LOCATION CERTIFICATE OF SUBJECT PROPERTY. THIS REQUIREMENT IS NECESSARY TO DELETE STANDARD EXCEPTIONS 1-3 AND MUST DISCLOSE THE LOCATION OF FENCE LINES ALONG THE SUBJECT PROPERTY BOUNDARIES, IF ANY. (IF NO FENCE IMPROVEMENTS EXIST ALONG THE PROPERTY PERIMETERS, THE CERTIFICATE MUST AFFIRMATIVELY STATE SUCH). UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

NOTE: ANY MATTERS DISCLOSED BY SAID IMPROVEMENT LOCATION CERTIFICATE WILL BE REFLECTED ON SAID POLICY(S) TO BE ISSUED HEREUNDER.

NOTE: LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID IMPROVEMENT LOCATION CERTIFICATE.

3. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR FOUR WINDS RANCH I, L.L.L.P. RECORDED JULY 09, 2003 UNDER RECEPTION NO. [181613](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES BERNADINE C. ENDICOTT AS THE GENERAL PARTNER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

4. A FULL COPY OF THE FULLY EXECUTED PARTNERSHIP AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR FOUR WINDS RANCH I, L.L.L.P. MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

5. WARRANTY DEED FROM FOUR WINDS RANCH I, L.L.L.P. TO ERIC FAUST CONVEYING SUBJECT PROPERTY.



**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** OU85007709

**All of the following Requirements must be met:**

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED:

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, AND A IMPROVEMENT LOCATION CERTIFICATE OF THE LAND, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT AND IMPROVEMENT LOCATION CERTIFICATE WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: OU85007709

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES, AND SUBJECT TO A RIGHT OF WAY FOR DITCHES AND CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 03, 1893, IN BOOK 8 AT PAGE [510](#).**
- 9. EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., FOR TELEPHONE TELEGRAPH, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 30, 1937, IN BOOK 132 AT PAGE [496](#).**
- 10. NON-EXCLUSIVE RIGHT OF WAY EASEMENT 50 FEET WIDE, GRANTED TO MARY A. ROWSER BY JOHN MCCHESENEY, IN DEED RECORDED MAY 18, 1979 IN BOOK 169 AT PAGE [996](#).**
- 11. ROAD AND UTILITY RIGHT-OF-WAY EASEMENT GRANTED IN QUIT CLAIM DEED RECORDED APRIL 8, 1985 IN BOOK 193 AT PAGE [875](#).**
- 12. NON-EXCLUSIVE ROAD AND UTILITY EASEMENT, WITH ACCESS TO AND USE OF SAID ROADS AND UTILITIES UPON SAID EASEMENT, AS RESERVED BY AVENTURA, A COLORADO LIMITED PARTNERSHIP AS SHOWN IN DEED RECORDED AUGUST 17, 1986 IN BOOK 208 AT PAGE [2](#), SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN.**



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** OU85007709

13. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF SAN MIGUEL POWER ASSOCIATION, INC. RECORDED JUNE 22, 1993 IN BOOK 227 AT PAGE [145](#).
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MCCHESENEY MINOR RECORDED OCTOBER 26, 1994 AT RECEPTION NO. [157917](#)
15. TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS SET FORTH IN DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS RECORDED NOVEMBER 8, 1994 IN BOOK 230 AT PAGE [581](#).
16. TERMS, CONDITIONS PROVISIONS AND OBLIGATIONS SET FORTH IN THE OURAY COUNTY WEED MANAGEMENT RESOLUTION NO. 1997-039 RECORDED AUGUST 8, 1997 UNDER RECEPTION NO. [164857](#).
17. EASEMENT CONVEYED TO JOHN THOMAS ENDICOTT AND BERNADINE C. ENDICOTT IN QUITCLAIM DEED RECORDED JULY 25, 2005 UNDER RECEPTION NO. [188717](#).



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.



**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.





## Commitment For Title Insurance

### Issued by Old Republic National Title Insurance Company

#### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### COMMITMENT CONDITIONS

##### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

##### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

##### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



Craig B. Rants, Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Charles & Kathy Ewert  
PO Box 373  
Ridgway, CO 81432

The Honorable John Clark  
Mayor of Ridgway  
PO Box 10  
Ridgway, CO 81432

RE: Proposed Four Winds Subdivision

Dear Mayor Clark and  
Ridgway Planning Commission,

My husband and I are landowners in the Vista Terrace Subdivision (VT) and would like to contribute our queries and thoughts about the proposed Four Winds Subdivision. Unfortunately, we will not be in Ridgway on the date of the appointed Planning Commission meeting. Please accept the following as our testimony.

That said, we hope some of the following issues may be addressed by the Commission.

1) Roadways

- a) Will the Town increase maintenance in proportion to the added traffic on Terrace Drive?
- b) Will the developer coordinate and fund improvements for safer access on/off Highway 550? Namely, will the developer work with CDOT to reduce the speed limit from 60 MPH from about River Sage Drive to Terrace Drive or add a turn lane on southbound Hwy 550 at Terrace Drive for safer ingress and egress? And will these improvements be in place and completed prior to development of at least  $\frac{1}{4}$  of the total proposed lots?
- c) Will the developer in conjunction with the Town fund and bring all VT roads up to code and platted design specifications for fire safety purposes? Sadly, there are several sections of the roads in Vista Terrace that do not meet the required width or turn-around size for cul-de-sacs.
- d) Will the developer establish a secondary ingress/egress for the new development in addition to connecting with existing VT roads? If so required, where and must the developer, or in conjunction with the Town, fund such separate ingress/egress?
- e) Shall the developer be required to provide a secondary ingress/egress into the VT/Four Winds area if and when the Endicott property is subdivided?

2) CCRs

- a) Will this development have separate CCRs or adopt VT CCRs? If the later...
- b) Will the CCRs be required to be updated for all phases of VT and the new development to reflect today's codes, customs and building trends?

3) Common area

- a) Will the new development have full access and use of VT common area? And will VT have full access and use of the Four Winds common areas? If so...
- b) Will the Four Winds Subdivision and VT be required to help finance maintenance and insurance of the common area lands?
- c) Will Four Winds Subdivision in conjunction with CDOT provide safe crossing methods across Hwy 550, such as cross-walk, pedestrian flashing lights, signage, to connect the new common area proposed bike/pedestrian path with "access to River Trail."

4) Domestic Water Supply

- a) Will the Four Winds Subdivision share domestic water supply lines and interlinked storage tanks with VT? If so...
- b) Will the new subdivision increase the system volume, capacity and pressure for a full build-out of both VT and Four Winds?
- c) Will Four Winds have any multi-family units per lot and will the water supply calculations be amended to reflect this increased consumption?
- d) Will the water supply system provide adequate firefighting volume and pressure for both VT and Four Winds?
- e) What "adjacent properties" does the Four Winds Subdivision proposal intend to include in a public improvement district (PID) for water storage capacity? If VT homeowners are involved, will VT homeowners be voting to decide if they will participate in a PID?

5) Septic and subterranean water absorption

- a) Will septic drainage be contained within each lot and collectively all lots without negatively impacting surrounding glacial-till lands?
- b) Will the subterranean water levels be impacted by the added septic drain fields?

We hope these issues may be clarified and addressed by the Town of Ridgway Planning Commission.

Sincerely,

*Kathy Ewert*

*Charles Ewert*

970 776 0384





TJ Dlubac &lt;tdlubac@planstrategize.com&gt;

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**FW: Proposed 4-Winds Development**

1 message

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**Preston Neill** <pneill@town.ridgway.co.us>  
To: TJ Dlubac <tdlubac@planstrategize.com>  
Cc: Karen Christian <kchristian@town.ridgway.co.us>

Tue, May 24, 2022 at 2:12 PM

TJ, Karen,

See below.

**Preston Neill, Town Manager**

970-626-5308 ext. 212 (O) | 970-318-0081 (C)

[pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us)

[www.colorado.gov/ridgway](http://www.colorado.gov/ridgway)



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**From:** [kchismire@gmail.com](mailto:kchismire@gmail.com) <[kchismire@gmail.com](mailto:kchismire@gmail.com)>  
**Sent:** Tuesday, May 24, 2022 12:41 PM  
**To:** Preston Neill <[pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us)>  
**Cc:** Joan Chismire <[jchismire@gmail.com](mailto:jchismire@gmail.com)>  
**Subject:** Proposed 4-Winds Development

Preston:....

RE; PROPOSED 4 WINDS DEVELOPMENT near Vista Terrace Estates

I am writing to express my concerns over the newly proposed residential housing development envisioned directly north of the current Vista Terrace Estates sub-division

I have issue with the following:

1. The proposal by the developer has usage data based on the average occupancy of the 30 lots upon full residential home build-out of the 4-Winds sub-division. The data they cite relates to the traffic, the water usage, wildlife migration etc. What they don't tell you is that they also propose to allow ADU's on every lot in the development. Should all lots have a ADU with a minimum of 2 occupants per ADU, the increase of another 60

individuals, 60 automobiles, 60 or more people using water etc.... all would further increase the already limited resources of the area, and, in my opinion, significantly reduce the "quality of life" in our suburban setting. The developers did not include this potential increase in population of ADU's in their usage data, which is a grave over-site.

2. The water issue is another major hindrance to the development of such a new sub-division adjacent to Vista Terrace. We already have our own water tank with a "multi-phase" pumping system that delivers the domestic water to the tank via an infusion piping system of a limited diameter. The 4-Winds development will need to have their own dedicated water tank, but the real issue is whether they intend to use our infusion lines and pump (s) to deliver water to their community tank. I don't believe the delivery system, as it exists, is sufficient to deliver enough water at a rate that would exceed the draw-down of all residential water users from both sub-divisions during peak usage times. Therefore, the 4-Winds developer will need to enhance the water delivery system by either increasing the infusion capacity of the lines, the pump, or both.

3. The third issue I have relates to the traffic at the Highway 550 entrance to Vista Terrace. The 4-Winds development is proposing to use the existing entry road to Vista Terrace (Terrace Drive) as their access road as well. This will place additional stresses on the safety at the intersection with Hwy 550 as well as the graveled, inclined roadbed up to the 2 sub-divisions. Even though a de-acceleration lane exists on 550 for the northbound traffic turning right into Vista Terrace, we have no safety measures in place for southbound traffic on Hwy 550 turning left into Vista Terrace. Over the years several accidents have occurred at this intersection. I believe, if the 4-Winds development is approved, it must contain requirements for increased safety at this intersection in the form of a safe left turn lane for southbound traffic and possibly paving of the inclined road up to the 2 sub-divisions.

Respectfully Submitted,

Kevin Chismire

445 Park Lane

Vista Terrace



Virus-free. [www.avg.com](http://www.avg.com)





TJ Dlubac &lt;tdlubac@planstrategize.com&gt;

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**FW: Four Winds development**

1 message

**Preston Neill** <pneill@town.ridgway.co.us>

Thu, May 26, 2022 at 5:08 PM

To: TJ Dlubac &lt;tdlubac@planstrategize.com&gt;, Karen Christian &lt;kchristian@town.ridgway.co.us&gt;

TJ,

See below. Please include this (and the photo) with the packet materials. Thank you, sir!

**Preston Neill, Town Manager**

970-626-5308 ext. 212 (O) | 970-318-0081 (C)

[pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us)[www.colorado.gov/ridgway](http://www.colorado.gov/ridgway)

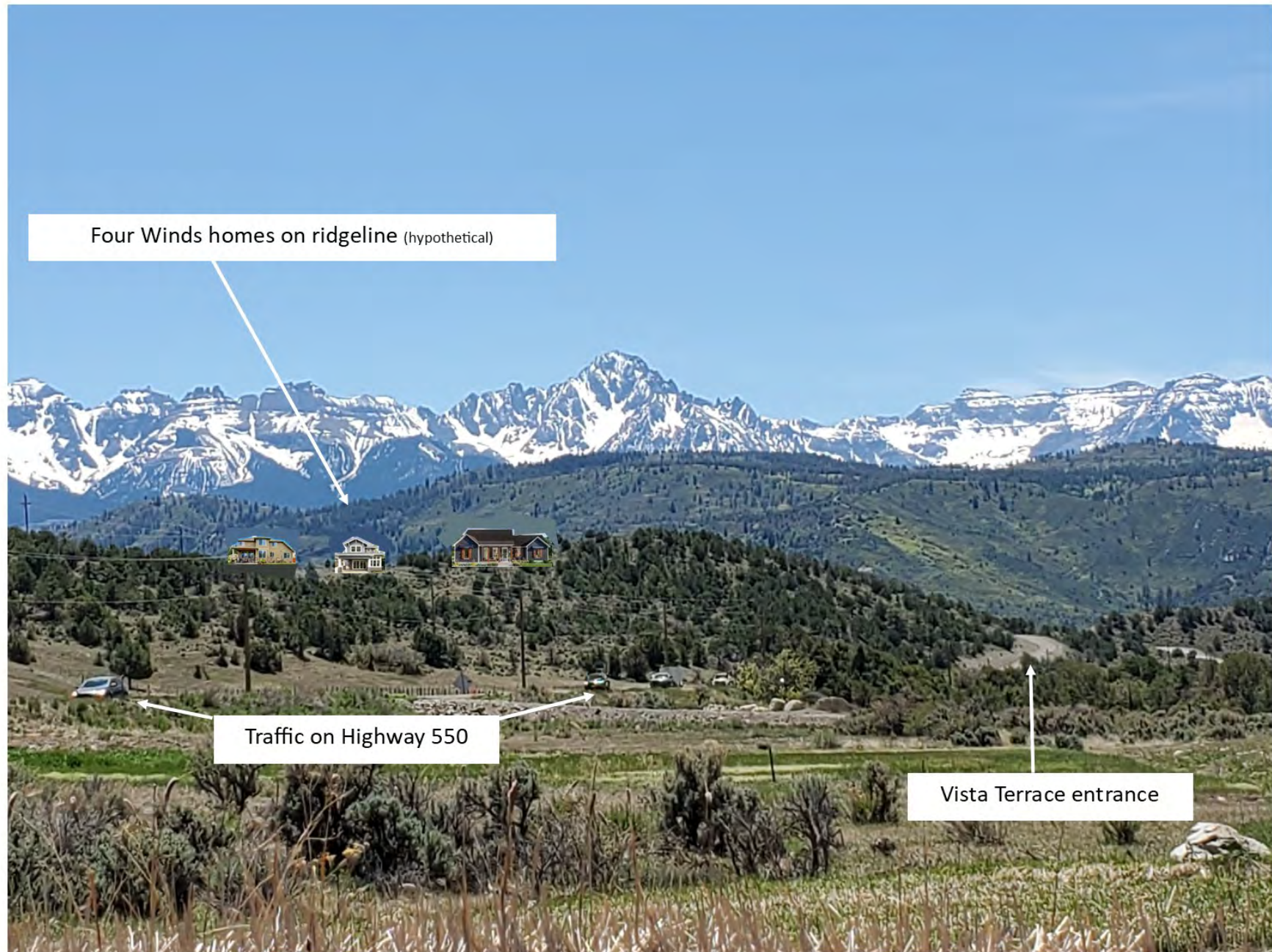
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**From:** [kchismire@gmail.com](mailto:kchismire@gmail.com) <[kchismire@gmail.com](mailto:kchismire@gmail.com)>**Sent:** Thursday, May 26, 2022 3:52 PM**To:** Preston Neill <[pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us)>**Cc:** Joan Chismire <[jchismire@gmail.com](mailto:jchismire@gmail.com)>; Stephen R. McComb <[smccomb63@gmail.com](mailto:smccomb63@gmail.com)>; Pam F <[pjfoyster257@gmail.com](mailto:pjfoyster257@gmail.com)>; Kraftpam@gmail.com; kcforrester@icloud.com; fquist42@gmail.com; pplienissprint9@earthlink.net**Subject:** Four Winds development

Preston,

Although I did not include this picture (hypothetical) in my prior email to you, I believe the visual impact of Four Winds homes on the Vista Terrace ridge line is of prime importance and concern. I believe the Town of Ridgway should adopt their own statute of ridge line obscuration or modify the county's ordinance to suit our town needs. I don't want an image such as this to be the first thing people see as they enter our town on Highway 550 coming from the north.

Kevin Chismire





Nichole Moorman  
169 Cimarron Dr.  
Ridgway, CO 81432  
970 318 0529

5/22/22

Dear Mr. Neill and Ridgway Town Planning Commission,

I am reaching out as a resident and owner in Vista Terrace subdivision in regards to the planned development of Four Winds. I welcome smart growth that creates quality, affordable housing for families and those who make this town and county the vibrant community that I love living and working in. The following are my concerns about the Four Winds subdivision:

- With 30-60 more vehicles using the one road to access Four Winds via the Vista Terrace entrance, I am very concerned about safety on the highway entering and exiting the neighborhood, as well as the wear and tear and safety of Terrace Rd- in particular in the winter. I am concerned about vehicle, pedestrian, and bicycle safety.
- Part of Vista Terrace's water service is via a pump station. I am concerned about how the Four Winds development will impact water pressure and delivery in our neighborhood and how necessary upgrades will be funded.
- The sage brush, planned open space, and acre and larger lots are a part of the character of Vista Terrace. Will Four winds landscaping, density, and space planning match the established character of our existing neighborhood?

I look forward to staying informed about how these and the concerns of my neighbors are being considered and addressed by the developer and the Town of Ridgway.

Respectfully,

Nichole Moorman  
nichole.moorman@gmail.com



TJ Dlubac &lt;tdlubac@planstrategize.com&gt;

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**FW: Four Winds Subdivision**

1 message

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**Preston Neill** <pneill@town.ridgway.co.us>

Wed, May 25, 2022 at 9:30 AM

To: TJ Dlubac &lt;tdlubac@planstrategize.com&gt;, Karen Christian &lt;kchristian@town.ridgway.co.us&gt;

TJ, Karen,  
See below.

Preston Neill, Town Manager  
970-626-5308 ext. 212 (O) | 970-318-0081 (C)  
[pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us)  
[www.colorado.gov/ridgway](http://www.colorado.gov/ridgway)

-----Original Message-----

From: Connie Anderson <[connielu99@icloud.com](mailto:connielu99@icloud.com)>  
Sent: Wednesday, May 25, 2022 9:09 AM  
To: Preston Neill <[pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us)>  
Subject: Four Winds Subdivision

Dear Preston, Please disregard any previous message, my iPad seem to drop mail for no apparent reason. I am writing to address concerns regarding the subdivision adjacent to Vista Terrace.

Water: The developer says that he will pay to build a water tank for his property, but there is no mention of the subject of getting the water to the tank from town. We know that 17 years ago when we bought here there has never been enough pressure of the water pumped uphill to fight a fire. The current method of pumping the water from town will need to be updated with an expensive pumping system to serve this development. I know this will get tricky as to who pays for what, etc. but really needs to be looked at this time. Some residents here have already noticed a drop in pressure as new homes are built in Vista Terrace.

Road entrance: This is already a problem. Pulling out onto the highway during the peak season has become more and more dangerous. There could be 80 to 100 more cars using this intersection after full build out of the Four Winds subdivision. And also for fire safety, they really do need another road into their property. Where would they put this? Would the town require such a secondary road. We were told when we bought here that we needed one, but nothing ever happened with that. Now this is a big issue in my mind.

Wildlife: This used to be a place that I would walk from my house. About a year and a half ago I went up there and found a huge herd of elk, so I just turn around and left. I went back about two weeks later and they were still there. I don't know the exact timing of their movement, but I know that they have already been severely impacted by building. Vista Terrace and the proposed subdivision is on the migration route of the deer and the elk. I think a study should be done to determine the correct way to mitigate our impact on the wildlife. The developer has addressed this somewhat, but I don't think his efforts are complete. There is a development near Telluride with a similar problem. They are exactly on the migration route of the herds of deer. Their solution was to prohibit dogs entirely. Of course, we can't do that here as people in Vista Terrace already have dogs. But we can look at how to best address this issue.

Infrastructure: I don't really know all the facts about this issue, but I would like to see what the impact of connecting into existing utilities would have on the residents in Vista Terrace. And should the developer be required to pay and somehow mitigate the impact?

Thank you for your consideration.

Regards,

Connie and Glen Anderson

Sent from my iPad





Fred and Margaret Quist  
560 Park Lane  
Ridgway, CO 81432  
(970) 626-4335  
[fquist42@gmail.com](mailto:fquist42@gmail.com)

May 24, 2022

Preston Neill  
Ridgway Town Manager  
201 N. Railroad St.  
Ridgway, CO 81432

Subject: Four Winds Subdivision



Dear Mr. Neill,

We are residents of Vista Terrace Subdivision and have some concerns about the proposed Four Winds Subdivision:

- **Water** – Will the town have the capacity to supply water for another 20 homes (plus the additional 11 homes that can still be built in Vista Terrace) and still maintain the water tank level at or above 90% as is required for fire fighting? Will the Four Winds Subdivision have their own water tank and pumps necessary to provide sufficient water pressure for their houses?
- **Road entrance (from 550)** – Will improvements be made to provide safe ingress and egress to Terrace Drive? Currently, this area of 550 is a 60 mph zone and approaching the entrance to Terrace Drive from the north or exiting to travel south is challenging and will only be exacerbated by additional vehicles from the Four Winds homes. This is probably the purview of CDOT but I'm sure the town will need to contact them about this.
- **Emergency exit from Vista Terrace/Four Winds** – This is an issue that currently exists but will be even more important with the addition of the Four Winds families. If there is fire in the area of Terrace Drive immediately above 550, all the residents will be trapped. This will also impact the ability of firefighters to access the area. Some residents with high clearance/4WD vehicles may be able to exit at the south end of Cimmaron Drive but this is certainly not a suitable option for everyone.
- **Utilities** – Will the Four Winds Subdivision be tapping into the current gas lines and internet and if so, how will this impact the existing customers?

Please make sure these issues are addressed when working with the Four Winds developers.

Sincerely,





TJ Dlubac &lt;tdlubac@planstrategize.com&gt;

## FW: Four Winds Development oversight

1 message

Preston Neill &lt;pneill@town.ridgway.co.us&gt;

Wed, May 25, 2022 at 2:28 PM

To: TJ Dlubac &lt;tdlubac@planstrategize.com&gt;, Karen Christian &lt;kchristian@town.ridgway.co.us&gt;

TJ, Karen,  
See below.

Preston

-----Original Message-----

From: Anthony Gegauff <gegauff5@gmail.com>

Sent: Wednesday, May 25, 2022 1:30 PM

To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Four Winds Development oversight

Hello Preston,

I am submitting this email to document my concerns regarding the proposed development of the McChesney 2 parcel by Four Winds Developers. For clarity and brevity I am using a list of items in no particular order of importance.

a) In view of climate change and the likelihood that little will be done to mitigate it, I am concerned about the future water supply for the Town of Ridgway. The recent water study looks at past long-term average water flows, which obscures the sharply declining flows of the most recent three years ... clearly a more important predictor of future water availability.

b) Water needed for 20 additional families will not be within the current capacity of the Vista Terrace subdivision. Additional storage and pumping capacity will be needed. I am not in favor of Vista Terrace property owners bearing any of those costs or suffering diminished water pressures as a result of the proposed Four Winds Project.

c) Access to the subdivision from the southbound lane of Hwy 550 is treacherous. There is no center lane from which a left turn can be made and there is little or no shoulder to accommodate southbound traffic intent on proceeding south. This is a danger which will only be exacerbated by significantly more traffic onto Terrace Drive.

d) Terrace Drive is often washboarded and muddy, especially after rains or melting snow. The addition of 20 to 30 more vehicles using this dirt road to access more properties will put an undue burden on the Town's Public Works Department, as well as the present inhabitants of Vista Terrace.

e) I have concerns about the esthetics of future dwellings breaking the ridge line of the McChesney parcel ridge, especially the view visible by southbound traffic on Hwy 550 from north of Vista Terrace.

f) There is a significant number of mule deer deaths on Hwy 550, as it is necessary for deer and other wildlife to cross the highway to access the Uncompahgre River. Closing off corridors to animal migration may cause more concentrated pathways across Hwy 550 and reduce the speed with which wildlife can navigate that dangerous movement.

g) The removal of tens of acres of sage and other vegetation will adversely impact food sources for deer and other wildlife.

h) Storm drainage from the McChesney parcel naturally will be directed to the Vista Terrace Subdivision. These flows have no pathway from what is essentially an isolated basin. A containment reservoir will promote the presence of mosquitos, as there is no flow within or from it.

i) In the Vista Terrace subdivision there is only one entry/exit. This poses a danger to the community, especially with the increasing threat of wildfires brought about by climate change. Adding a minimum of 20 or more vehicles attempting an escape from imminent danger is a situation that must be avoided. At the very least another emergency exit is direly needed.

Thank you for the opportunity to express my concerns regarding the beautiful space I live in and for my neighbors' and my quality of life.

Sincerely,  
Anthony Gegauff  
615 Terrace Dr  
Ridgway, CO  
(970) 626-9742



Dan Brillon  
550 Vista Dr  
Ridgway, CO 81432

May 25<sup>th</sup>, 2022

Re: Four Winds Subdivision

Via Email [jclark@town.ridgway.co.us](mailto:jclark@town.ridgway.co.us) and [PNeill@town.ridgway.co.us](mailto:PNeill@town.ridgway.co.us)

Dear Ridgway Mayor and Town Manager:

Below please find my comments and concerns related to the proposed development adjacent to Vista Terrace:

1. While the current development deals primarily with the 33 acres that is Lot 2 of the McChesney subdivision, I think it's important to consider the stated position of the developer which is to develop the adjacent 200+ acres known as the Endicott property (he has a right of first refusal on it), especially when evaluating infrastructure needs for this area of town.
2. Who is Eric Faust? What other developments has he done? Why is he not making himself available to the public? As the person who is going to take on the single largest development in our town we should be able to hear from and question him directly. All we know now is that the entrance to his "Infinity Ranch" at the top of CR5 sure looks and feels more like Telluride than Ridgway. The character of our town matters.
3. The US 550 / Terrace Drive interface is already a dicey proposition, especially as one heads from Montrose south trying to turn left into Vista Terrace. Many times while sitting there waiting for oncoming traffic to pass cars approaching from behind do not realize a car is stopped and you then have to accelerate and turn onto Mall Road in order to avoid being rear-ended. I assume people are looking at the views, not the road. This is especially problematic if there are two cars stopped trying to take a left into Vista Terrace as the first car can't see approaching cars from the rear. Adding more homes to this interchange without dealing with this issue is just asking for a deadly accident. And now imagine during construction heavy, slow trucks trying to make this turn. I believe it is critical that at a minimum a left turn lane be installed PRIOR to any construction beginning. CDOT should also consider reducing the speed limit in this area (from CR 10 to town) as this is a heavy wildlife corridor as animals cross the highway to get water from the river and RAT users cross at CR 10 on foot and bike.

4. There is significant concern around the pump/water tank dedicated to Vista Terrace and how this new development will affect that. What about the prior costs that our community has paid for this infrastructure – will we be reimbursed by the new development? And what about the monthly water surcharge we pay the town – how will that be affected?
5. The developer touts that fact of the high ratio of open space to development, and yet conveniently doesn't point out that 12.3 of the 33 acres are the steep slope between US 550 and the above ridge which are not buildable. So in truth the 20 proposed homes are located in a relatively dense area of the property which starts to have the feel of tract housing. The Vista Terrace lots vary dramatically in size and shape by contrast.
6. Likewise the developer touts that they will encourage ADU's, and yet at the expected \$1.5M price point few home buyers are likely to want ADU's on their property. This is clearly an attempt to "grease the wheels" when it comes to town approval rather than creating any meaningful affordable housing options. In contrast Vista Terrace has no ADU's.
7. New developments require paved roads. Vista Terrace is dirt. A consistent approach should be applied to both.
8. Vista Terrace only has one entry/exit point. How can a second emergency access route be added, especially in the context of the larger long-term stated development goals of the developer related to the Endicott property?
9. Homes on proposed lots 5,6,7 and 8 will all be clearly visible on the ridge line when viewed from US 550 southbound which is 1 mile away in violation of Ouray County code.
10. The proposed development and Vista Terrace are a significant wildlife corridor, with a large (50+head) deer population that winters here each year. What impact will the proposed development have on wildlife?
11. The prior attempt to develop this 33 acre property failed because of inadequate capacity for septic fields. What has changed such that this is now not an issue?

Thank you for taking the time to consider these items.

Sincerely,

Dan



Jeannemarie Smith  
651 Terrace Drive ♦ Ridgway ♦ CO ♦ 81432

May 24, 2022

Mr. Preston Neill  
Planning Commissioner  
Town of Ridgway  
Ridgway, CO

Dear Preston,

I am writing to the Planning Commission as a resident of the Vista Terrace development since 2017 and having recently become aware of a new development project being proposed and overseen for approval by the Commission.

Aside from unintended property value issues that tend to result from new large, long-term residential real estate development on your front door-step, I am asking for the Commission's insight and guidance to meter the rapid increase in the size of the residential population in the Vista Terrace area and the impacts that will need to be addressed in advance of approving the developer's plan; in my mind these include the following critical categories:

- **Safety.** Measures to address the existing roads and intersection to the Vista Terrace development. As it stands the existing roadways do not provide for safe ingress for an increased volume of cars turning on/off from Route 550 (a 60mph speed zone) NOR adequate egress, especially under emergency conditions with Four Winds proposed development of 20 homes plus 11 unbuilt lots already existing in Vista Terrace. With rapidly changing climate conditions, fire safety issues are at the top of mind and ingress/egress infrastructure will need to be addressed in detail by the Planning Commission and as a condition precedent to an approval process.
- **Water.** The focus on water availability, volume and power for, both consumption and fire mitigation I also see as a critical issue that the Planning Commission can not get wrong and fix at a later time, once a problem has resulted. The existing residents of Vista Terrace current pay a surcharge for the supplemental water requirements (pumping) to get water to the households of existing residents. It is unclear and frankly,

and unacceptable if a new development of this size tap into and utilize Vista Terrace's existing infrastructure (tank, pipe tie-ins, hook-ups) and create reduced capacity and increased cost to the existing residents. That would appear to be both unsatisfactory and unfair.

I should have begun by saying I rarely speak up in instances like this because I feel development is inevitable and, quite candidly I would not have had the opportunity to live in such a wonderful place if no prior development had occurred. But I do think *continued rapid* development with all that is happening in climate, drought, and traffic bears thinking through whether additional restraints or conditions precedent need to be imposed on future developments to ensure the pace of growth harmonized with what is occurring around us in our environment.

I appreciate the venue to be heard and hopefully, influence the Commission's next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeanne Smith", with a stylized flourish extending from the end.

Jeanne Smith  
651 Terrace Drive  
917-821-1944





TJ Dlubac <tdlubac@planstrategize.com>

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## FW: Four Winds Development Concerns

1 message

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**Preston Neill** <pneill@town.ridgway.co.us>

Wed, May 25, 2022 at 4:32 PM

To: TJ Dlubac <tdlubac@planstrategize.com>, Karen Christian <kchristian@town.ridgway.co.us>

TJ, Karen,  
See below.

Preston

-----Original Message-----

From: Michelle Smail <mtsvtlove@gmail.com>

Sent: Wednesday, May 25, 2022 2:59 PM

To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Four Winds Development Concerns

Good afternoon Preston,

My husband Mark and I have lived in Vista Terrace for the last seven years. I am a local dental hygienist at Ridgway family dentistry and my husband is a local solar designer.

We would like to voice our concern over the proposed development on the 33 acres off terrace. We have all the same concerns as other residents in our subdivision. Water being the largest concern, road, fire, regulations and wildlife. I'm sure you have received many letters from our community, so I will not go into detail. Please let me know if you would like me to go into detail, as I would be happy to. Thank you for hearing our concerns and appreciate that you take them all consideration.

Sincerely,

Michelle and Mark Smail  
630 Vista Dr.  
Ridgway, Co 81432



TJ Dlubac &lt;tdlubac@planstrategize.com&gt;

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**FW: Four Winds Planning Meeting**

1 message

**Preston Neill** <pneill@town.ridgway.co.us>

Wed, May 25, 2022 at 4:34 PM

To: TJ Dlubac &lt;tdlubac@planstrategize.com&gt;, Karen Christian &lt;kchristian@town.ridgway.co.us&gt;

TJ, Karen,

Please see below.

Preston

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**From:** DAVID BURGER <dlbbcg@aol.com>**Sent:** Wednesday, May 25, 2022 3:12 PM**To:** Preston Neill <pneill@town.ridgway.co.us>; Karen Christian <kchristian@town.ridgway.co.us>**Subject:** Four Winds Planning Meeting

MEMO TO: Dear Mr. Preston Neill, Ridgway Town Planning Commission

FROM: Dr. David L. Burger, [651 Terrace Drive, Ridgway](#)

DATE: 24May2022

SUBJECT: The proposed Four Winds Development

I am a resident of Vista Terrace, a Veteran, a father, a tax payer, and a voter who loves this area in terms of culture, natural environment, and community. I appreciate the opportunity to have a voice in proposed development changes/impacts would have on this Blessed Community, as it is not only Democracy in action it is a chance to be engaged in the processes that are capable of causing many costs and benefits for the entire town.

In the 1880s it is reported that waist high grasses, with multiple streams and rivers flowing existed from Grand Junction to Ridgway. I've been coming to this area for the last 45 years for skiing, climbing (ice & rock & mountains), backcountry trips, cycling, a Colorado Outward Bound Course Director, and enjoying good friends in the Interdependence of the community. As it turns out, late 1889, after cattle and sheep were introduced, the height of grasses and number of streams had begun to disappear. Now the amount of dust generated from these deserts stripped of most vegetation provides over 85% of early melting of the snow pack. That increases draught conditions and decreases safety in terms of fire danger, water shortages and financial costs. Sad that 45 years ago this corridor and the surrounding mountains were already over-populated and diminished a great deal of this habitat's carrying capacity. Seems we had already fouled our own nest.

Including all the property value issues that result from having a large, short & long-term residential real estate development in your back yard, I am specifically focused on the impacts on costs and benefits, both positive and negative, of the rapid increase in the size of our already over-populated habitat and in the



magnitude of cultural shifts that will have to be carried by the residential population; not just in the Vista Terrace area but also in the Town of Ridgway and Ouray County. We will all require clarity of Purpose and honest communications so that existing & future residents are able to make conscious choices and enjoy this wonderful ecosystem! More specifically, I am concerned about the following:

### **SAFETY:**

Route 550 (60 mph limit) and Terrace not provide safe ingress or egress for an increased volume of cars turning on/off.

#### **Costs:**

-High \$ if CDOT would not cover wider and longer approach and regress on the east side and a passing lane for south bound traffic; and as road bike travel increases a bike lane on both sides of the highway would definitely help keep vulnerable riders safe.

-High traffic costs in accidents, longer travel times, possible loss of income due to lateness, frustrated attitudes, road rage, wild animal road kill increases, etc., all lowering the Town of Ridgway reputation.

-Emergency issues such as fires costs money and potentially lives! Lowers our resale value as well as making the new development less attractive costing the loss of buyers and sellers.

-Our and future Owners are likely to have increases in property taxes in order to accommodate safer ingress and egress.

-Property values will go down during early construction years and then sky rocket as lots are sold.

-All the above costs and more will be incurred due to 20 new families, potentially Ridgway & Ouray

#### **Benefits:**

-All would gain higher safety do to less traffic and fewer accidents.

-Our insurance rates would go up without better ingress and egress, down without.

-Most road cyclist have paid more for their bike than an

pay road and bridge taxes.

-No positive benefits

-No positive benefits

-No positive benefits

-No positive benefits

-No positive benefits yet endless negative

benefits to our local and larger culture, including residents of

20 new families in ADUs, and 11 families County and wildlife, plus the ecosystem.  
in VT lots not yet sold.

With the continued extreme drought conditions and other rapidly changing climate conditions, fire safety issues are top of mind. Beyond ingress/egress infrastructure issues needing to be addressed in detail by the Planning Commission as part of an approval process; related issues such as fire-fighters access and resident escape plans need to be attended to up front, less we plan to create costly problems.

**Costs:**

-A wildlife tunnel could double for deer,

cyclists, and pedestrians. In fact two = one  
north of Terrace Drive & one near the county  
road would be the best; however, the costs  
would be prohibitive if the Town and Ouray.  
County plus CDOT would not cover the  
costs without raising property taxes.

**Benefits:**

-No positive benefits if these adjustments

are not covered by the Developer or our government agencies.

-Negative benefits would include loss of  
life, costs of attorneys, higher taxes, and a  
low mood for our culture, especially the  
elderly.

***UTILITIES:***

The focus on water availability including volume, pressure, and power for both 4W & VT developments, consumption – especially during fires, and fire mitigation are a critical issue that the Planning Commission cannot avoid as repairing such problems later are unlikely to succeed once problems have resulted. The existing residents of Vista Terrace currently pay a surcharge for the supplemental water requirements; and paid to have water, gas, and electric main lines brought to the Vista Terrace Development. It would be unethical and uncomfortable if the 4W development utilized our infrastructure (tank, pipe tie-ins, hook-ups, etc.) and created reduced capacity and spread the increased costs to the existing residents.

**Costs:**

-High costs to VT residents if the Developer  
and/or our government would not cover  
these issues.

-Our tank has 24,000 gallons capacity yet is  
only filled to 18,000 gallons, giving the  
existing residents 24 minutes of water for  
fire-fighting. To make VT more capable  
without charging us to make 4Ws adequate  
would cause unbearable costs for most.

-Similar issues arise with all utilities in terms

**Benefits:**

-All would gain higher fire safety due to  
adequate water supply (volume and  
pressure)!

-We would also gain adequate water for

landscaping which adds oxygen and removes CO2.



of tapping into existing services and adding additional needs such as pumps, pipes, etc.

### **COMMUNITY/CULTURE:**

A major draw to this area is the whole ecosystem plus the beautifully Interdependent Culture that Ridgway and the surrounding area provides. The costs of adding 4Ws development would foul this beautiful nest further, would not help with the need for low income housing, and would add to a class war with 20 - \$1.5m+ homes in a town where many can not find even low income employment. We will still have heavy traffic as Telluride workers predominantly come from Montrose where workers can afford to live; yet we don't have to allow Ridgway to become another version of Telluride and lose it's community and cultural feel.

Thank you for this opportunity, warm regards,

David

*David L. Burger, Ph.D.*

President, The Burger Concinnity Group

651 Terrace Drive

Ridgway, Colorado 81432

Office - 970-316-0043

NYC - 696-476-2713

Cell - 303-775-2009

A Concinnity is the Elegant Uniting of Parts in Harmony!

Executive Coaching - Alpine Guiding - Sports Psychology

“The self is not something ready-made, but something in continuous formation through choice of action.”

John Dewey



TJ Dlubac <tdlubac@planstrategize.com>

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## FW: Proposed Four Winds Subdivision

1 message

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**Preston Neill** <pneill@town.ridgway.co.us>

Wed, May 25, 2022 at 4:35 PM

To: TJ Dlubac <tdlubac@planstrategize.com>, Karen Christian <kchristian@town.ridgway.co.us>

TJ, Karen,

See below.

Preston

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**From:** Joan Chismire <jchismire@gmail.com>

**Sent:** Wednesday, May 25, 2022 3:53 PM

**To:** Preston Neill <pneill@town.ridgway.co.us>

**Subject:** Proposed Four Winds Subdivision

Joan Chismire

[445 Park Lane](#)

[Ridgway, CO 81432](#)

The Honorable John Clark

Mayor of Ridgway

PO Box 10

Ridgway, CO 81432

Re: Proposed Four Winds Subdivision

Dear Mr. Mayor and Planning Commission Board:

I am writing as one of the Vista Terrace residents to discuss a few concerns that have been brought to my attention while reviewing both the proposal from and our VT collective meeting yesterday with the Planner, Realtor, and Engineer of the Four Winds group. They are:

1) I was informed yesterday at the meeting by the subdivision planner that, even though there is a **visual impact in effect for the whole of Ouray County** with regards to breaking the ridgeline with structures, that regulation is not applicable in the town limits of Ridgway. I request that, because Vista Terrace is in the town limits and one of the highest



(elevation-wise) areas with ridgeline concerns, that the Planning Commission and town strongly consider either adopting that countywide rule for town or at least consider applying this county rule to this proposal, as the view south from County Road 10 and Hwy 550 looks directly over the ridgeline to see part of the San Juans and our valley. It will negate the great work Peter Decker did to keep our valley visually pristine- while allowing building to occur.

2) Several years ago another developer looked at the same large parcel and proposed a more densely-populated layout. At that time, Vista Terrace (VT) neighbors discussed some concerns and came up with three potential options for creating **"an emergency-only" egress** from our hillside. All three were proposed to the town and denied for various reasons. Two of those options are now mute since the locations have or will soon have homes built on the areas. The third site, located near the base of Lot 42, could potentially be reconsidered to exit only during an emergency out to CR 12 by utilizing a nearby lane to our east (with permissions needed by several owners both in VT and outside the subdivision area). Fire mitigation, among other emergencies, are even more necessary to prepare for these days.

3) The **ingress/egress** into Vista Terrace has become more dangerous these past few years, even with the grateful north-bound deceleration/ acceleration lanes.

The challenge of turning south onto Hwy 550 even outside of high-traffic times can be harrowing. And when heading south from Montrose, the slowing down and turning L. into Vista Terrace must be strategically choreographed to avoid too long a pause or potential rear-end scenario. Often, I must continue to drive farther south to the turn-out across from Mull Road, take Mull Road, or go down to the light in town to safely head back north to get home. The speed limit of 60(±) mpg is too high in this entrance area.

My concerns with adding 20-additional proposed lots on VT's primary ingress/egress location (with 11 lots of VT still yet to be built on) are very strong.

I realize that the northbound lanes added on Hwy 550 helps; they were added after several major accidents and the death of a state patrol officer occurred just near our VT entrance. With the migration of wildlife and vehicles navigating the entrance onto Hwy 550,

I request a traffic study and speed study to be done by CDOT/town to assess this challenging spot.

Thank you for your time.

And thank you, Preston.

Sincerely,

Joan Chismire

(970) 318-1190

Stephen R. McComb  
290 Terrace Drive  
PO Box 1247  
Ridgway, CO 81432

Mr. Preston Neill  
Town Manager  
Ridgway, CO 81432

RE: Four Winds Proposed Development Issues

Dear Mr. Neill & Planning Commission Members,

I have lived full time in the Vista Terrace neighborhood for approximately 6 years. Ever since I became aware of this proposed development I have been on a mission to uncover the details of the development. I obtained the application details from the Town of Ridgway that showed the location and scope of this proposed development. This information has been shared with the Vista Terrace neighborhood so all those impacted are aware of the details. We have met as a neighborhood group with a large attendance at that meeting where everyone's issues and concerns were discussed. We have also met with the developer (planner, head engineer, and agent), and discussed our concerns and issues for 1.5 hours.

The following is not a complete list of all the issues, but I believe these are the major concerns based on the neighborhood's input:

1. **Terrace Drive – US Highway 550 Intersection**

Currently, there is a single entrance-exit from the Vista Terrace Subdivision. This intersection is already stressful based on entering traffic that is moving in both directions at 60 miles plus per hour. The proposed development plans on using this one entrance-exit, and have no plans to create another entrance-exit from this neighborhood, even though their plans call for an additional 120 people (not including ADUs) to be based in the neighborhood. There are north bound deceleration and acceleration lanes that assist when going in that direction, but the acceleration lane is way too short to really allow you time to feed into traffic traveling so fast. There are no such extra lanes when proceeding southbound toward Ridgway from this intersection. The developer plans on submitting a traffic study to CDOT to get their input. As a bare minimum, I believe both acceleration and deceleration lanes are needed to be installed for south bound traffic. This will assist slow traffic feeding in or out of the main US 550 Highway from creating unsafe and quite dangerous situations. I also believe that the Four Winds developer should pay the entire bill for implementing these safety lanes. CDOT has told me that the state will not pay for a new development's state highway needs. During a fire emergency, how can fire trucks enter this intersection while people are trying to exit in their vehicles?

*I cannot over emphasize enough just how concerned the neighborhood is regarding this subject. This intersection will become a nightmare for those that live here if this development goes through as planned. No one wants to have a horrific accident occur at this intersection so I implore you to ensure that this traffic study submitted to CDOT is thorough and accurate.*



## 2. Water Capacity and Pressure

The Vista Terrace neighborhood is on town water, and the proposed development plans on using town water as well. To support the neighborhood, the town pumps town water to a water tank on the top of the ridge NE of the Vista Terrace Subdivision. The developer will enhance the water capacity by building a second water tank up on the ridge that is tied into the original tank. The Four Winds development has stated clearly that all costs associated with this enhanced water capacity will be paid in full by the developer. I believe it is important to analyze water capacity needs for this area by adding in not only current water usage by Vista Terrace and the proposed Four Winds development fully built out, but add in the 11 or 12 lots in Vista Terrace that do not have homes on them currently. The allowance of and developer “encouraged” addition of ADUs must also be added into the equation. There are several issues beyond water storage capacity that need to be addressed:

- a. What about water pressure needed to support the above mentioned full build out? I have been told that the pumping station currently in place uses a 2 phase system, and that it is near capacity supporting current needs. The developer should foot the entire cost to ensure that the current water pressure is not compromised by the addition of his development.
- b. Both water capacity and pressure needs analysis must take into consideration fire emergencies.
- c. The Vista Terrace Subdivision currently pays a 10% surcharge on our water bill for our unique water supply system. Any increases in this surcharge mandated by the Town of Ridgway to support additions and maintenance of this water system should be paid by the developer, not the current residents.

## 3. Vistas Visual Impact

Ouray County’s Board of Commissioners developed Visual Impact Regulations back in 1986. The document that currently exists was revised in 2019. The purpose of the document is to preserve the scenic beauty, rural setting, and the dominating influence of the natural environment of Ouray County. If this document is upheld, I believe that this proposed development, especially the northwestern lots, will not meet the requirements of this document. The homes on these lots will be easily visible from Highway 550 within 1.5 miles of the ridge. If Ridgway truly considers itself a progressive community, as outlined in the 2019 Master Plan, I do not see how you cannot abide by such a logical document. If not, I can assure you that more “McMansions” will be built to maximize their views, but undermine the beauty of our location. This really seems like a “no brainer” to me!

## 4. Roads Within Vista Terrace and Four Winds Proposed Development

All of the current roads within this neighborhood and the road to be created to support the cul-de-sac of Four Winds are gravel roads. With the significant increase in road traffic with the new development, several concerns come to mind:

- a. Are the roads wide enough to meet state and Ridgway codes ?
- b. Are the roads graded to code for this amount of traffic?
- c. Do the roads and cul-de-sacs within the area meet state requirements for fire emergency vehicles?

- d. No road paving is being planned. If it does come down to paving the roads, Terrace Drive going down the hill to the Highway 550 intersection can become icy and there are serious drop offs from that road that would become dangerous. Any cost associated with the paving and drop off mitigation should be covered by the developer.

5. **Wildlife**

The proposed development is right in the middle of a major wildlife corridor. I have watched this for 6 years and there is no denying that fact. Deer, elk, wild turkeys, coyotes, and other smaller animals use this corridor consistently to graze, sleep, and make their way across the highway to the river for water. The proposed development states they will not allow perimeter fencing in order to allow wildlife access through the corridor. However, they also are going to mandate dog fences to stop them from chasing wildlife. I do not go along with this concept because animals are afraid of dog barking as well as being chased, and the fences themselves act as a barrier to wildlife traffic. I suggest that the subdivision HOA Covenants mandate the maximum number of dogs allowed at one. I highly encourage the Town of Ridgway to engage the Colorado Department of Parks & Wildlife to analyze the impacts on wildlife that this proposed subdivision will cause.

I very much appreciate the opportunity to give my input to the Town of Ridgway Planning Commission!

Respectfully,

Stephen R. McComb  
290 Terrace Drive  
602-770-6199  
smccomb63@gmail.com



**Audra Duke  
205 Cimarron Drive  
Ridgway, CO 81432**

May 25<sup>th</sup>, 2022

Re: Four Winds Development Concerns

Via Email [jclark@town.ridgway.co.us](mailto:jclark@town.ridgway.co.us) and [PNeill@town.ridgway.co.us](mailto:PNeill@town.ridgway.co.us)

Dear Ridgway Mayor and Town Manager:

Please find my comments and concerns below related to the proposed development adjacent to Vista Terrace:

1. The proposed Four Winds Development is a huge addition to the rural feel of Vista Terrace. And the culture therein, especially, as per the representative for the developer stated, they are looking to get buyers who can afford million and a half dollar homes in there. This is Ridgway, not Telluride, not San Francisco. Not only 20 new 1.5 million dollar homes, but also these developers are encouraging ADU units. Do the millionaires, who are going to buy / build these homes – are they even the demographic who would want to build an affordable-to-rent ADU on their property for the long-term rental crisis Ridgway has? The mixed message is confusing. The developer and real estate representatives also said they imagine each house will be around 3,000 square feet... again, is this the culture Ridgway is now catering to? What about our affordable housing crisis and the ethos of desiring the people who serve our town can still afford to live here?
2. The interface with VT entrance / exit and Highway 550 is already a scary navigational move. Adding, at a minimum, 20 to 40 or even 60 plus new residents (including ADU renters) to that intersection daily will become a disaster. I believe it is critical that, at a minimum, a left turn lane be installed heading southbound on 550 into the neighborhood PRIOR to any construction beginning. A turn lane south from VT should also be considered. CDOT and / or Ridgway town should also consider reducing the speed limit in this area.
3. Water. There is a significant concern about water in general, as well as the infrastructure to get water to a whole new neighborhood, and, at whose cost and maintenance. Will there be a new tank? And will these one or two tanks always house enough water to be a robust part of any wildfire mitigation / plan? How about the monthly surcharge existing VT residents already pay to the town? Will that increase with more volume of water needed? And if so, who incurs that cost? Hopefully not the existing residents of VT.

4. How much is the beauty and wildlife being considered? VT neighborhood is a huge wildlife through corridor, which brings peace and a sense of calm in a viably changing world and even SW Colorado, to the animals which find refuge there and to the residents who find refuge in both the land and the wildlife.
5. The proposed open space seems minimal for a new development in an outdoor recreational town.
6. Vista Terrace only has one entrance and exit. The addition of 20 new homes and potentially 20 new ADU's with tenants will increase the volume of vehicle traffic dramatically within the neighborhood, including entrance and exit. One entrance / exit seems insufficient, especially with the aforementioned threats of the entrance and exit interface with Highway 550.
7. The visual impact of some of the proposed houses up on the hill from town and from highway 550, especially with 3,000 square foot homes. This will dramatically change the feel and culture of Ridgway and goes against the Ouray county's visual impact code.

Thank you for taking these concerns and questions into consideration.

Warm regards,

Audra Duke, MA, LPC  
Psychotherapist





TJ Dlubac &lt;tdlubac@planstrategize.com&gt;

## FW: Four Winds development concerns

1 message

**Preston Neill** <pneill@town.ridgway.co.us>

Wed, May 25, 2022 at 5:44 PM

To: TJ Dlubac <tdlubac@planstrategize.com>, Karen Christian <kchristian@town.ridgway.co.us>

TJ, Karen,

See below.

Preston

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**From:** Bob Tesch <btesch@wealthsource.com>  
**Sent:** Wednesday, May 25, 2022 4:58 PM  
**To:** Preston Neill <pneill@town.ridgway.co.us>  
**Cc:** jchismire@gmail.com; smccombs63@gmail.com  
**Subject:** Four Winds development concerns

Hey Preston – I think my two concerns about doubling the number of homes in the Vista Terrace neighborhood focus on #1 water (supply and pressure), and #2 traffic.

#1. I have heard that an additional water tank would be needed to address water supply and fire mitigation. What are potential impacts on existing homeowners?

#2. Southbound homeowners are already having to make quick decisions about when to turn to enter Vista Terrace, because our view of oncoming northbound traffic is restricted until the last minute, especially with speed limits at 60mph. If twice as many people are trying to make that turn and basically creating a traffic block, that could be a real safety concern. Is there any plan to create a left hand turn lane for southbound traffic?



**Bob Tesch, CFP®**

SENIOR WEALTH MANAGER

WealthSource | 1561 Oxbow Dr., Montrose, CO 81401  
 970-737-4668 | btesch@wealthsource.com

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TJ Dlubac <tdlubac@planstrategize.com>

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## FW: Four Winds Subdivison

1 message

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**Preston Neill** <pneill@town.ridgway.co.us>

Wed, May 25, 2022 at 5:46 PM

To: TJ Dlubac <tdlubac@planstrategize.com>, Karen Christian <kchristian@town.ridgway.co.us>

TJ, Karen,

See below.

Preston

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**From:** JACK KAREN FAY <jkrfay@msn.com>

**Sent:** Wednesday, May 25, 2022 5:13 PM

**To:** Preston Neill <pneill@town.ridgway.co.us>

**Subject:** Four Winds Subdivison

Preston, In regards to the proposed "Four Winds" Subdivision, We are very concerned about the water, increased traffic and wild life.

Please give these issues your utmost attention.

Thank you,

Jack and Karen Fay

475 Terrace Dr

Ridgway Co



Ann Jen

## MEMORANDUM

Must Have  
2nd Access

TO: File

FROM: Greg Clifton, Town Manager  
Joanne Fagan, Town Engineer

RE: Lot 2, McKesney Minor Subdivision

DATE: April 26, 2005

Numerous inquiries have been made regarding the property legally referred to as Lot 2, McKesney Minor Subdivision ("Property"). The Property adjoins the Vista Terrace Subdivision and is accessed by the same road. It is vacant land. This memo represents an effort to memorialize the Town's general responses to these inquiries, offering a summary of what infrastructure and land use considerations will likely be associated with development of the Property.

As a preface, it should be noted that while the Town recognizes and plans for growth within its boundaries, the Town's approach toward management of growth (of any kind - residential, commercial or industrial) remains squarely premised upon the notion that growth must pay its own way. The Town, with its limited resources and budget, adheres to this philosophy rigidly. The development of land within the Town boundaries will require all necessary utility and road infrastructure at the developer's cost, and pursuant to Town standards.

As a second note, this memo represents a mere summary of preliminary issues identified at the staff level based upon questions from the inquiring parties, and should not be considered a conclusive or binding representation of the Town at this time. Obviously, development of the Property will trigger a subdivision process that will entail public hearings before the Town Planning Commission and Town Council, and interested parties should give due regard to these processes and the various terms and conditions that may arise within these processes is well advised.

Zoning and Density

The Property is currently zoned "R" Residential Zoning District. Minimum lot size is 10,000 sq ft. in this zone. Subdivision of the Property will need to be in accordance with the Town's subdivision regulations which include a number of design requirements and standards. The subdivision could be pursued under a Planned Unit Development (PUD) depending upon the developer's desire to vary dimensional criteria or the desire to have multiple buildings on a single lot or tract. The PUD process still triggers the need to have all subdivision requirements fulfilled, however.



The regulations require that all subdivision improvements be furnished as a condition of final plat. Improvements that are required include, but are not limited to water, sewer, phone, power, natural gas and street access to all lots. The streets shall include pavement, drainage, curb and gutter, and sidewalk. There are also some landscaping requirements which will either be triggered upon a multiple building site submittal (Planned Unit Development) or upon development of single family residences (Single Family Home Standards).

#### Highway Access

The Property presents some issues regarding highway access. As noted on the McKesney Minor Subdivision Plat, development of the Property will trigger improved access at the intersection of Highway 550 and Vista Terrace Drive. This is also noted within the Highway Access Permit as administered by the Colorado Dept of Transportation (CDOT).

This obligation is also plat noted in the Vista Terrace Subdivision Plat. While the obligation to improve the highway intersection will be triggered by new development, it is quite possible, and equitable, that the cost of the improvements be borne by all residents of Subdivision. The best means for this to occur is the implementation of a Local Improvement District that will encompass all properties served by the access. This is what was likely envisioned when the aforementioned plat notes were drawn. It is also a likely scenario considering that the highway access improvements would benefit only those residences that use the Vista Terrace access, as the access does not connect to other developments (it is a dead-end cul de sac). The Town will likely be involved in establishing the improvement district, and may be a minimal participant in the cost sharing of the actual improvements subject to Council approval.

Bear in mind that the complete development of the intersection was deferred by the initial developers of the Vista Terrace Subdivision years ago, with an understanding that the intersection would be improved at a later date by those landowners served by the access. Again, this is why the obligatory plat notes appear on the subdivision plats.

With regard to the nature of the improvements needed at the highway intersection, Town staff met with a CDOT engineer in March, 2005 to discuss likely needed improvements. In order to bring the access into compliance with State Access Regulations, the intersection will need to include acceleration, deceleration, and center turn lanes of lengths appropriate to the highway traffic speed. The current highway speed is 60 mph and unlikely to change any time soon. CDOT expressed some willingness to consider augmenting the existing A/D lane at the nearby Mall Road and re-align and offset the highway so that most of the additional width for the improvements would be constructed on the east side of the highway. This implies that widening the road may only need to occur on one side (east side) which would reduce the overall costs of the improvements and simplify the project somewhat. Whether there is sufficient space to accomplish that will not be known until CDOT reviews a sketch plan of the proposed improvements.



With regard to access in general, there have been several discussions regarding options for a secondary access to the Vista Terrace community from the nearby and adjoining Ridgway USA development (the property currently being re-subdivided under the name of "Ridgway Village"). Even if that access can be developed, it would be a supplement rather than a replacement for the existing highway access by Vista Terrace Drive. For planning purposes, the Vista Terrace Drive access should be considered the only viable route at this time.

#### Pavement and Related Street Improvements

While the existing roads within the Vista Terrace Subdivision are narrow and not paved, and lacking of sidewalk and storm water drainage improvements, such improvements are now part of the Town's Subdivision regulations. Consequently, any proposal to develop the Property would trigger such improvements within the development. That portion of Vista Terrace Drive that connects the Property to the highway access may also be subject to such Improvements, but this is not a certainty. Discussion would be needed on this particular topic.

#### Water

The Vista Terrace development is served by Town water that is pumped to a storage facility above the development. There are two significant water issues: inadequate water storage and the pumping infrastructure that serves the development with water. The limited storage capacity means that there is insufficient storage available for domestic use for additional lots (additional to the Vista Terrace development) and that none of the Vista Terrace area has fire protection comparable to what is otherwise required by the Town. To remedy this problem will likely require construction of either a replacement or supplemental potable water storage tank in the immediate vicinity of the existing tank. It is estimated that the new tank will likely need a capacity of at least 100,000 gallons. The Town will require an additional easement to construct a tank of that size. In 2004, the estimated cost of such a tank was about \$150,000 for the tank and foundation, but excluding piping. Since that time, the cost of steel has risen considerably and local construction costs have also risen sharply. It is likely that today's cost for the tank and foundation will exceed \$200,000. The water capacity issue (and fire flow needs) represents a central concern related to the development of the Property from the staff perspective.

With regard to piping and pumping infrastructure, water is supplied to most of Vista Terrace through a two-pump system which is rapidly approaching its useful life. The two-pump system creates two pressure zones in the Vista Terrace subdivision. The Town hopes to replace the existing system with a single-pump system which would pump directly to a storage tank through a new transmission line. Flow from the tank to the residential units would be by gravity through the existing distribution lines and two new pressure regulating stations which would recreate the two pressure zones. Without having the benefit of a preliminary design, a rough cost estimate for this part of the water project was about \$250,000 in 2004, again prior to the recent jump in construction and materials costs.



The Town is currently engaged in a study to determine exactly what improvements are needed, and to better estimate the costs thereof. It is possible that the Town will be implementing the construction of such improvements within a two to three-year time frame absent any development proposals that might otherwise expedite the improvements through private capitalization. The Town has not yet discussed potential funding sources for the upgrades.

Water source from other providers (Tri County Water Conservancy District) are not a likely solution as the Property is within the Town boundaries and the Town has required that development within the Town be served by Town infrastructure, notably Town water, sewer and solid waste service. Consistent with this, the Town does not serve water outside of its corporate boundaries.

#### Town Water Capacity

The Town has available raw water to serve additional subdivisions within its corporate boundaries, but will need to increase its water treatment capacity in the near future. The Town is currently engaged in an in-house study to determine the scope of the needed treatment upgrades. It is possible that the Town will be implementing the construction of treatment upgrades or replacement within a two-year time frame.

#### Waste Water

Existing homes in the Vista Terrace Subdivision utilize individual septic systems. The Town Council would have to approve additional subdivision based upon such a treatment scenario, since connection to the Town centralized wastewater treatment is a requirement of subdivision. Extension of sewer infrastructure to the Property could likely be accomplished with existing easements and rights-of-way, but at considerable cost since the closest sewer main is in the neighboring Ridgway Village. The utility easements that do exist are narrow and not designed to facilitate sewer extension and may need to be enlarged. All sewage from the east side of the Uncompahgre River within the Town boundaries is pumped at least once to reach the waste water treatment facility. Currently, the Town is negotiating with the Ridgway Village developer and the developer of the proposed Marriott Fairfield facility to replace and relocate piping and pumping facilities so that a single station could lift the sewage as needed to reach the treatment plant. This new lift station will likely be oversized to accommodate the eventual connection to Vista Terrace and the Property. There will likely be a surcharge on sewer tap fees for each tap which utilizes the new lift station to help offset the initial capitalization by the Town.

If the Town was to approve individual septic systems within the Property, minimum lot size would need to be large enough to ensure room for residential structures, the initial septic system and a replacement system. The minimum lot size would be at least one acre, and possibly larger.



## AGENDA ITEM #3

**To:** Town of Ridgway Planning Commission  
**Cc:** Preston Neill, *Ridgway Town Manager*  
**From:** TJ Dlubac, AICP, *Community Planning Strategies, Contracted Town Planner*  
**Date:** May 27, 2022  
**Subject:** Lot 3 PUD 2Build Ridgway LLC Sketch Plan for May 31<sup>st</sup> PC Meeting

#### APPLICATION INFORMATION

**Request:** Approval of a Sketch Plan to create a mixed-use planned unit development and subdivision plat  
**Legal:** Lot 3, Ridgway Land Co. Subdivision, Town of Ridgway, County of Ouray, State of Colorado  
**Address:** n/a  
**General Location:** East of HWY 550, on the northwest corner of Hunter Parkway and Redcliff Drive.  
**Parcel #:** 4305-161-03-010  
**Zone District:** GC General Commercial with PUD  
**Current Use** 1 Commercial Office building and Vacant  
**Applicant** Jack B. Young and Joseph Nelson, 2Build Ridgway LLC  
**Owner** Rob Hunter, Managing Partner, Ridgway Land Company LLLP

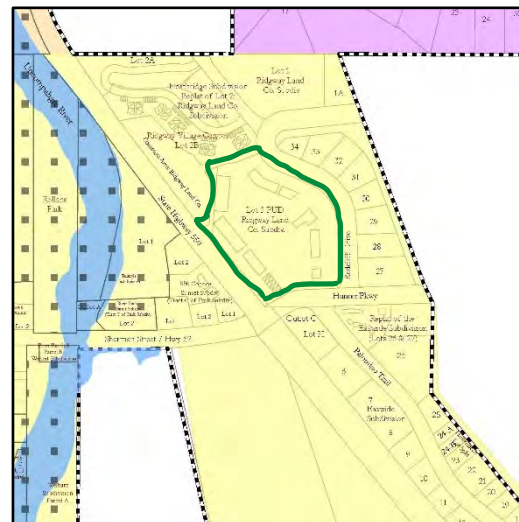
#### PROJECT REVIEW

##### BACKGROUND

This application for a Sketch Plan was submitted on March 29, 2022. A completeness review was conducted, and the application was accepted as complete on April 13, 2022.

This request encompasses all 8.95 acres of Lot 3, Ridgway Land Co. Subdivision ("Lot 3"). The property is currently zoned GC – General Commercial with a recorded Planned Unit Development (PUD). The intent of the GC District is to *"... create areas for a mix of retail and commercial services, office, and other supportive uses to meet the needs of residents and tourists. A mix of higher-density housing types are also supported to provide for live/work opportunities and to promote activity and vibrancy within these areas."*

The Ridgway Land Co. Subdivision was recorded in 1990 and created a total of 12 lots, right-of-way for Cimarron Drive (now called Redcliff Drive), various utility easements, and 4.23 acres of common open space &





The Ridgway Land Co. Subdivision Plat Restrictions, also recorded in 1990, provide additional limitations and restrictions, including parking lot design, access, and circulation design, building footprints, trash receptacle locations, the need for construction documents, and general procedures to submit plans to the Town for review and approval.

The applicant has submitted a hearing application, associated fees, sketch plan documents, 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).

The revisions also remove the internal east-west access lanes and replace it with what appears to be a pond or water feature. No additional information was provided on this feature or amenity and staff has a number of unanswered questions about this. Topping that list is whether or not there are water rights to keep the ponds full. Additional discussion and documentation is needed to determine if such a water feature in the Ridgway climate is the best use of land and water.

[illegible]

Lot 2: The area labeled Westside Apartments shows six buildings. Each building, according to the submitted architectural renderings, will have six single-family attached units for a total of 36 residential dwelling units within Lot 2.

Lot 3: The area labeled as Eastside Mixed-Use shows six buildings labeled as condominiums. These structures are described as three-story, mixed-use structures with residential units on the top two floors and commercial on the ground level. One of the mixed-use condominium buildings is proposed for employee/workforce housing (6 residential units). Lot 3 also shows a free-standing restaurant with swimming pool.

Lot 4: The common areas include the main access road through the development and the proposed detention pond.

Overall, the plan proposes 62 residential units at a gross density of 6.92 du/acre. The residential units will include 1- and 2-bedroom units. The land uses as described on the plan and in the narrative are all uses allowed by right in the GC – General Commercial District: Multi-family dwellings; live/work dwellings various commercial activities, restaurants, and employee housing. Additional information will be needed during the PUD and Preliminary Plat review to carefully review and identify the proposed uses with those defined in the RMC.

#### **CODE REQUIREMENTS**

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The purpose of a sketch plan is to understand how a proposed development may impact the community in areas such as utilities, streets, traffic, land use, master plan conformity, zoning regulation conformity, etc. The following are various town documents, plans, studies, standards, and/or regulations which have been reviewed while evaluating the requested Sketch Plan:

- 2019 Town of Ridgway Master Plan
- §7-4-5-(A) Informal Review and Sketch Plan
- §7-3-11 “GC” General Commercial District
- §7-3-15(A) Dimensional and Off-Street Parking Requirements
- §7-3-19 Supplemental Regulations (Employee Housing)
- §7-4-6 Required Improvements
- §7-4-7 Design Standards
- §6 Residential Design Standards
- Ch. 9 Water and Sewer

#### **ANALYSIS**

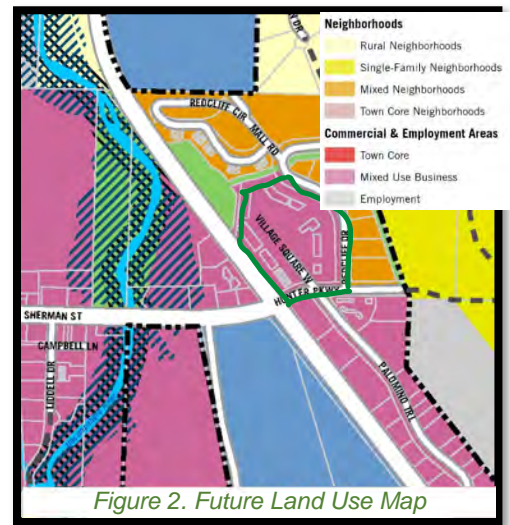
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## MASTER PLAN GOALS

Figure 2 depicts the Future Land Use classification of the subject property and surrounding area. This parcel is identified as Mixed-Use Business and the table below identifies the desired development characteristics and densities of this land use classification.



<i>Mixed Use Business (pg. 59)</i>	
<b>Maximum Density / Height</b>	12 to 18 du/ac; typically, 3 stories or less, but may be taller in some instances
<b>Primary Uses:</b>	Retail stores, professional offices, commercial services, restaurants
<b>Supporting Uses</b>	Parks and recreational facilities, civic and government facilities, higher density residential uses, and alternative energy installations
<b>Characteristics</b>	<ul style="list-style-type: none"> <li>Mixed-Use Business areas are intended to support a range of commercial uses that serve residents and tourists.</li> <li>Developments within these areas are more auto oriented than those found in the Town Core but should still consider the needs of pedestrians and bicyclists in the overall design.</li> <li>Higher-density residential uses are encouraged, either above ground floor commercial uses or in standalone buildings, generally as part of a mixed-use development.</li> </ul>

Based on the anticipated densities of this land use classification, this property, assuming nine acres, may allow between 108 and 162 residential dwelling units. Furthermore, the master plan allows up to 3-stories. The Sketch Plan as submitted proposes 62 residential units identified as multi-family dwelling units in 2- and 3 story structures with a mix of uses in some of the buildings.

The 2019 Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals. The project should be in general conformance with the goals and policies identified within the Master Plan and the Future Land Use Map.

The following Goals and Policies identified in the 2019 Master Plan were considered when evaluating this project's conformance with the plan.

- 1) Policy ENV-1.2: Wildlife Habitat - Use clustering, open space corridors, conservation easements, and other techniques to minimize development impacts in wildlife movement corridors and areas with critical or important wildlife habitat.

- 2) Policy ENV-3.4: Low-Impact Development - Design street layouts, grades, and site developments to avoid excessive runoff concentrations and minimize the need for storm sewer infrastructure. On-site natural percolation, detention, or retention should incorporate vegetation, vegetated swales, and other low-impact development strategies where possible to minimize the need for off-site infrastructure improvements.
- 3) Policy ENV-4.1: Green Buildings – Encourage the use of proven and durable green building technology in all new development in order to increase energy efficiency, water conservation, human health, and use of local materials while balancing the impact of costs.
- 4) Policy ENV-4.2: Renewable Energy - Encourage the use of carbon-free and renewable energy systems within the Town and support the goal of carbon neutrality for Colorado. Support the inspiration and innovation of those who live, work, and visit Ridgway to create a low-carbon economy and lifestyle that improves the health, shared prosperity, and long-term security of our unique mountain community.
- 5) Policy COM-1.1: Workforce Housing – Work with Ouray County and the City of Ouray to develop housing units designed and priced for employees living and working in Ouray County. The Town of Ridgway should initially focus on those living and working in Ridgway.
- 6) Policy COM-1.2: Private Sector Responsibilities – Acknowledge the role of the private sector as a necessary partner in addressing the community's affordable and workforce housing needs.
- 7) Policy COM-2.1: Diversity of Housing Types – Encourage new development to accommodate a variety of housing sizes, household types, tenure types, densities and prices.
- 8) Policy COM-2.2: Housing Options - Support the development of a range of housing options in Ridgway, including but not limited to townhomes.
- 9) Policy COM-2.3: Resident-Occupied Housing – Support strategies that help maintain resident-occupied housing in Ridgway, rather than housing occupied by second-homeowners.
- 10) Policy CHR-1.1: Neighborhood Character - Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design, cohesive materials, and integration of natural features.
- 11) Policy CHR-1.2: Neighborhood Walkability and Bikeability - Enhance walkability and bikeability within existing neighborhoods and between other areas of town. Ensure safe on- and off-street pedestrian and bicycle connections are provided in all new neighborhoods.
- 12) Policy CHR 6.1: Corridor and Gateway Character - Highway corridors and gateways to Ridgway should enhance and benefit the community's small-town character and preserve mountain vistas.
- 13) Policy CHR 6.2: Near-Gateway Development Considerations – Encourage aesthetic improvements for existing and new developments bordering highways. Consider context, configuration, and design in evaluating development on properties adjacent to gateway areas to ensure new development contributes to the desired character of the gateway.
- 14) Policy CHR-7.2: Trail Development - Encourage and support trail development within and surrounding Ridgway, particularly trails that fill gaps or key trail linkages in the Town's current system and improve continuity and connectivity. Where feasible, create trails that support walking, hiking, biking, and other non-motorized uses. Trail development should not impede existing agricultural uses and do not cross private property unless arrangements have been made with the property owner.





- 15) Policy GRO-1.2: Balanced Mix of Uses – Accommodate a balanced mix of residential, employment, retail and commercial services and institutional uses that allows residents to live, work, play, learn and conduct more of their daily business in Ridgway.
- 16) Policy GRO-1.3: Mixed-Use Development – Promote vertically or horizontally mixed-use development, where appropriate, to encourage more opportunities to live and work in Ridgway, and to add vibrancy and diversity to existing centers.
- 17) Policy GRO-1.4: Underutilized Areas – Encourage infill development on vacant parcels and the redevelopment or adaptive reuse of underutilized parcels or structures in the Historic town Core or other areas where infrastructure and services are already in place.
- 18) Policy GRO-1.5: Design of New Development - Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood, particularly in the Historic Town Core where maintaining the historic character of Ridgway is desired.
- 19) Policy GRO-1.6: Clustered Development - Encourage clustering of residential development where appropriate to preserve open space, agricultural land, wildlife habitat, visual quality, and other amenities.
- 20) Policy GRO-2.1: Growth Pays for Growth - Ensure that the costs of extending or expanding Town infrastructure and services to support new development are borne by the developer and not the Town or residents. This includes the impacts new development will have on Town facilities and utilities.
- 21) Policy GRO-2.2: Adequate Public Facilities – Proposed development should demonstrate that existing Town facilities and infrastructure have the capacity to serve the development while still maintaining an acceptable level of service, as determined by the Town, or, if supported by the Town, development shall fill in any infrastructure, utility, facility, and service gaps.
- 22) Policy GRO 3.2: On-Site Stormwater Management - Encourage new development to manage stormwater on-site, using low-impact development techniques or other best practices.
- 23) Policy GRO-4.2: Traffic Impacts of Development – Ensure that future development does not create traffic volumes or pattern that will create traffic hazards or interrupt traffic flow.
- 24) Policy GRO-4.7: Connectivity of New Development – Encourage new development to include paths, trails, and other connections to facilitate biking and walking throughout town.

The review of these policies did find areas that should be watched as the development moves forward:

1. Maintain the existing trail on the property and ensure the trail is located within an easement.
2. Employee housing is shown in one building on the area labeled Eastside Mixed-Use.
3. Incorporate strategies to maintain owner-occupied residences.
4. Consider enhancements to the gateway corridor side of the development.
5. The proposed revisions suggest a reduction in the overall commercial square footage allowed in the development. While this is being expressed as a positive change, based on previous and on-going discussions between town staff, the Planning Commission, and the Town Council, there are some shared concerns about the continued reduction in commercial and industrial uses within the town. From an economic perspective, balanced land uses can provide a sustainable sales tax revenue as well as an appropriate mix of housing types and price points as well as provide a range of jobs from retail jobs to professional offices and manufacturing opportunities as well. How this reduction in commercial square footage may impact the overall balance in Ridgway's land use is unknown and should be evaluated.



6. A need for common amenities or park/open space in this area.

## LAND USES

The majority of this property is currently undeveloped; however, in the southwest corner a commercial structure with parking has been built and is labeled as the REMAX building. The Sketch Plan proposes creation of four separate lots to include the existing REMAX building (Lot 1), Westside Apartments (Lot 2), Eastside Mixed-Use (Lot 3), and common areas (Lot 4). Although the terms "apartment" and "condo" are used on the Sketch Plan, both of these terms are identified under the RMC definition of Multiple Family Dwelling. Multiple Family Dwelling is defined as: *"Five or more dwelling units, within a single building and located on a single lot, including apartments and condominiums. This definition also includes any number of dwelling units located within a single building that contains a nonresidential primary use on the ground floor of the building, and that does not meet the definition of employee housing."* Based on this definition, Staff has reviewed both uses under the multiple family dwelling unit standards.

The area labeled Westside Apartments consists of six buildings with six attached dwelling units per building for a total of 36 residential dwelling units. The area labeled as Eastside Mixed-Use consists of six three-story, mixed-use condominium buildings and a free-standing restaurant with swimming pool. One of the mixed-use condominium buildings is proposed for "employee housing" (6 residential units). The RMC defines Employee Housing as, *"A dwelling unit that contains no more than 450 square feet of gross floor area, located within the same structure as a nonresidential use and above or behind the nonresidential use, in which the use of the dwelling units is secondary and subordinate to the nonresidential use and restricted for occupancy only by the employees of the nonresidential use."* Based on the information shown on the Sketch Plan, these units do not meet this definition as they look to be 3,120 square feet in area and residential units located above the commercial units. It could be that the intent is for these units to be identified as "Workforce Housing" which is defined as, *"Housing that is available for purchase or rent on terms that are affordable to households earning between 80 percent and 120 percent of area median income (AMI) as determined by the U.S. Department of Housing and Urban Development (HUD) and published annually for the County. The cost of for sale workforce housing (including principal, interest, taxes, insurance, utilities, and homeowners' association fees) or for rent workforce housing (including rent and utilities) does not exceed 30 percent of those households' gross annual incomes."* This would be a significant change to the overall request and needs to be clarified by the applicant.

Lastly, the common areas provided in Lot 4 include the main access road through the development and the proposed detention pond. As noted previously, CCR's were recorded with the original plat; however, they will need to be amended to reflect changes to the common areas and to identify long term ownership and maintenance of these common areas and amenities.

Based on a review of the GC – General Commercial District, and the assumptions made above, it seems the proposed land uses are all allowed by right in the GC District: Multi-family dwellings; live/work dwellings, various commercial activities, restaurants, and employee housing.

## 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 uses:





<i>Standard</i>	<i>Requirement</i>	<i>Provided</i>
Min. Lot Width	30'	Unknown*
Min. Lot Size	5,000sf	Unknown*
Max. Lot Coverage*	60%	Unknown*
Min. Front Setback*	15'	Unknown*
Min. Rear Setback*	8'	Unknown*
Min. Side Setback*	8'	Unknown*
Max. Side on Corner Lot*	7.5'	Unknown*
Structure Height*	27'	Unknown*

\*No specific dimensional data was provided on the Sketch Plan submitted or was unable to be deciphered in the plan sets. The proposed sketch seems to allow ample lot area to meet the above applicable dimensional standards, but these cannot be verified at this time. Below are additional thoughts and issues that need to be addressed during the next stages of the platting and PUD review process.

- **Building Height:** The Sketch Plan application seeks to increase building height from two stories to three stories. The GC District allows building heights up to 27' by right and height between 27' and 35' through a Conditional Use Review. This change in building height will be evaluated pursuant to the RMC provisions and included in the proposed PUD in conjunction with the preliminary plan review process.
- **Setbacks:** If individual ownership of all the dwelling units is proposed, the above setbacks may need to be addressed with the PUD application. A condominium plat is recommended for the ultimate delineation of privately owned units for the Eastside Mixed-Use buildings.
- **Parking Standards:** Based on an initial analysis of the Sketch Plan, there remain unanswered questions such as what the anticipated commercial uses are in the mixed-use buildings, location of ADA accessible parking spaces, and parking space dimensions. Parallel parking has been added along Redcliff Drive, but it's unclear if these spaces are inside or outside of the Town's right-of-way and if they are bringing included in the required off street parking calculations. Required parking spaces must be provided on-site and not on-street.
- **Landscaping:** No landscape plan was provided with the original PUD; however, one will be required as part of the preliminary plat and preliminary plan submittal. While CC&Rs were recorded with the original Final Plat and PUD in 1990, the question of maintenance should be reevaluated with the updated documents. Of initial concern is the need for enhancements along Hwy 550 and the proposed water features in the Eastside Mixed-Use area.
- **REMAX Building:** If this structure is under separate ownership, that owner of that parcel must be an applicant to this request and any future land use applications.
- **Trash Enclosures:** Per the "Ridgway Land Company Subdivision Plat Restrictions" note 9, trash enclosures shall be located to the rear of the front building line. In some instances, as shown on the Sketch Plan, the trash enclosure locations do not meet this requirement. Note 7 also requires that trash receptacles be screen from view of all public spaces.

## ACCESS



The Sketch Plan proposes one access point from Hunter Parkway and three access points from the extension of Redcliff Drive (previously Cimarron Drive). This proposal does not seem to meet the "Ridgway Land Company Subdivision Plat Restrictions" Note 10 which limits access to two single driveway lanes for each lot from a public street.

Internal connections allow connectivity throughout the development. Without dimensional data, it is unclear if the one proposed access from Hunter Parkway meets CDOT's spacing standards between this intersection and the intersection with HWY 550. Since the existing access for the REMAX building aligns with Palomino Trail, and this looks to be the location of the proposed access, it may have been previously reviewed with the 1990 application. The applicant should coordinate with CDOT Region 5 to understand if this change in land use will require any permit or improvements at the off-site intersection with HWY 550. The preliminary plat application and supporting materials will be referred to CDOT as part of that review process.

While there is an existing trail and sidewalks, the project area and this neighborhood in general have limited pedestrian access – specifically across HWY 550. Due to the proximity to Highway 550 and the proposed residential density on this property, there should be consideration regarding safe pedestrian crossing of Highway 550. A grade separated crossing is anticipated to cross HWY 550 in the vicinity of this project. Pedestrian connection should be planned to connect these improvements.

#### **PARKING**

As noted earlier, the larger question regarding parking is if the provided parking spaces identified in the parking table on the Sketch Plan include both on- and off-street parking. Required parking must be off-street. The other concern is the location of structures in relation to the nearest parking space. Depending on the actual scale, some units in the Westside Apartment area (Lot 2) look to be 80 or more feet from the nearest parking space.

In general review of the information provided, the site may meet the standard for off-street parking. The RMC requires one space per dwelling unit for all residential other than single-family and duplex. With 62 proposed multi-family units, the off-street parking requirement is 62 spaces, and the Sketch Plan proposes 96 parking spaces. The proposed restaurant (3500 sq ft) would require 1 space per 100 sq feet of customer area, resulting in a maximum requirement of 35 parking spaces. The plan proposes 35 as well. The proposed commercial (16,000 sq ft) parking requirements will vary depending on the ultimate use of the space. If all the space were to be developed as retail, it would require 64 parking spaces. The plan shows 66 spaces. The existing REMAX building has 31 spaces per the PUD standards in place when it was constructed.

While there appears to be adequate space on each lot to provide the minimum standards, parking will be reviewed in conjunction with each individual building permit application.

#### **STORM WATER**

There will need to be changes made, reviewed, and approved by the Town to the overall site drainage and grading. The Town Standards now require a storm water report and verification that development will not increase historic runoff rates. Because there is currently limited infrastructure installed on the property to address storm water impacts, the current design standards do not appear to be met. The Sketch Plan includes some preliminary information on storm infrastructure.

A detention pond is shown on the north side of the parcel within the proposed Lot 4 common area. However, some of the assumptions and methodologies provided in the analysis are inconsistent with the Town's regulations. The applicant is encouraged to reference these regulations when preparing the plat and PUD application.

There are concerns regarding the permissions to discharge into the ditch and the lack of a ramp to access the pond. All proposed storm water facilities should be on private property that is not





encumbered by a public easement and should not be on top of any Town infrastructure. There is also concern with the drainage on Hunter Parkway from both the applicant and the Town. It may have been modified or constructed without Town review. It also looks as if the slopes are off by a factor of 10 which will alter the pre- and post-development storm figures.

## **UTILITIES**

The project will be served by Town of Ridgway water and sewer system. There are currently water and sewer mains installed within dedicated easements on the property. The applicant notes that changes will be necessary to water service lines and taps because of the changes to the number, location, and layout of the buildings. The change in land uses from commercial to residential significantly increase water and sewer demand. The information provided regarding water demand is acceptable for average daily but not peak demand.

Water Service: There's an overall concern with the water demand from this level of density. The current proposal shows conversion of fire lines in the middle of the lot to water mains. This would result in dead end water lines where the Town requires a looped system. Fire suppression systems will be required for all the multi-family structures and the applicant is required to get separate water taps for domestic and fire suppression.

Sewer Service: Based on design and information provided, there is initial concern that adding more load to the lift station might create issues with clogging, potentially with peak flows, and could trigger the need for an updated site approval. It could be necessary to require gravity sewer extended under the highway. And, if the sewer requires a 12" main, there are likely downstream improvements needed as well.

## **STAFF REVIEW COMMENTS**

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Town staff and consultants have reviewed the Sketch Plan application and supporting materials against applicable Municipal Code and development standards. The following are the findings of staff's review presented for Planning Commission's consideration and evaluation of the application.

1. Prior to submittal of the preliminary Plat, correct the name of the sketch plan document to: Lot 3, 2Build Ridgway Sketch Plan. Reference this name consistently throughout revisions.
2. Ensure the PUD application and preliminary plat accurately reflect the location and size of the existing REMAX building since the current structure does not conform to the building envelopes originally approved with the 1990 PUD.
3. A traffic study may be necessary with the Preliminary Plat application to review possible impacts to the CDOT access permit at Highway 550.
4. Incorporate viewshed protections into the PUD and preliminary plat application.
5. Provide more detailed analysis of parking with the Preliminary Plat, including identification of parking space dimensions, required off-street parking, and proposed on-street parking. Clarify if on-street parking is located within the Town right-of-way.
6. Provide information on physical distance between parking spaces and residential structures.
7. Provide details on uses and parking for the ground floor commercial spaces.
8. Provide a draft update to the CCRs regarding long term maintenance of common amenities such as the detention pond, landscape areas, driveways, and parking, etc. with the preliminary plat submittal. The "Ridgway Land Company Subdivision Plat Restrictions" note 8 requires the 20' easement along Highway 550 to be planted, developed and maintained by the Association.



9. Provide information on the existing trail/bike path ownership, easements, and maintenance to ensure that public access is guaranteed for perpetuity.
10. All existing platted easements that are no longer needed per utility redesign, must be vacated on the final plat.
11. Further discussion regarding the petition for an Improvement District per the "Ridgway Land Company Subdivision Plat Restrictions" document from October 1990 shall be held prior to submission of the preliminary plat and PUD application.
12. The proposed Sketch Plan is inconsistent with all provisions of the "Ridgway Land Company Subdivision Plat Restrictions" as they pertain to Lot 3. Therefore, this document should be update to be consistent with the proposed new subdivision and PUD.
13. Provide clarification on what is meant by "employee housing." As defined by the RMC, the proposed use as shown does not meet the Town's definition.
14. Clarify what the blue areas on the sketch plan drawing will be. If these are water features, provide information on water rights, use, conservation, etc.
15. Provide verification from the school district that the proposed "school bus turn-out lane" is located in an appropriate location and verification from the Town Engineer that this modification to the Town right-of-way is acceptable.
16. Provide analysis on proposed water conservation measures and landscaping restrictions and how they compare to the Town's landscape regulations with the preliminary plat.
17. Consider requiring wildlife-friendly trash enclosures and measures to reduce conflicts between wildlife and residents. Address this item further with the submittal of the preliminary plat.
18. Internal roads should be paved and have ADA compliant sidewalks in accordance with Town standards and specification.
19. Provide clarification on the ultimate intention for dwelling unit ownership and replating of the subdivision. Consider if common areas should be identified as easements or tracts, rather than a separate lot, and if only the buildings themselves should be separated out into individual lots.
20. On the PUD, provide specific dimensional standards for all areas of the GC District where the proposed structures do not comply with existing standards.
21. Retention pond: Provide pond dimensions; Provide enough information to verify volume; Provide the outlet and discharge rates; Provide the ditch water surface elevation; Provide proof of permission to discharge to the ditch; Provide an access ramp for maintenance; Provide calculations to demonstrate the pond will drain within 72 hours; Provide information confirming side slopes do not exceed 3H:1V; and Provide a forebay to consolidate incoming sediment, ease maintenance and maintain any infiltration rates.

#### **PUBLIC COMMENTS**

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The property has been posted and proper notification has been completed by the Town in accordance with RMC §7-4-13.

As of the drafting of this staff report, the Town has not received any written public comments. Some public comment was received during the informal discussion with Planning Commission on February 22, 2022.

#### **STAFF RECOMMENDATION**

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Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission approve the Lot 3, 2Build Ridgway Sketch Plan incorporating staff review comments into the finding.

#### **ATTACHMENTS**

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- A. Application and Support Materials
- B.



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 # 1009

Date Received: 3/24/22

Initials: [Signature]

### General Information

Applicant Name JOE NELSON  
2-BUILD RIDGWAY, LLC Application Date 3/28/22  
Mailing Address 304 S. LENA  
Phone Number (970) 316-1364 Email JNANEL1951@GMAIL.COM  
Owner Name RIDGWAY LAND CO.  
Phone Number (970) 729-0721 Email \_\_\_\_\_  
Address of Property for Hearing LOT 3 TUD - RIDGWAY LAND CO.  
Zoning District COMMERCIAL

### Brief Description of Requested Action

SEE SKETCH PLAN TABLES + LETTER ATTACHED

### Action Requested and Required Fee Payable to the Town of Ridgway

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

\* CK #1009, \$1,030.00

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 plans.





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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), 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 submissions 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 submissions 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 submissions 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

*JOE NELSON*

3/28/22

Date

Owner Signature

*SEE CURRENT LETTER*

Date



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

2-BUILD RIDGWAY ("Applicant") and SEE ATTACHED LETTER ("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 28 day of MAR, 2022

APPLICANT:

By: 2-BUILD RIDGWAY, LLC

JOE NELSON, authorized signer  
(print name)

PROPERTY OWNER:

By: \_\_\_\_\_

\_\_\_\_\_, authorized signer  
(print name)







FINAL PLAT  
LOT 3, PUD RIDGWAY LAND COMPANY SUBDIVISION

LOT DATA

TRAVEL AISLES	99,167 S.F.
PARKING AREA	58,580 S.F.
LANDSCAPE AREA	150,266 S.F.
SIDEWALKS	17,879 S.F.

LOT 3 8.955 Ac.

Dwelling Units	0
Comm. Bldg. Envelopes	9
Parking Spaces	368

BUILDING ENVELOPES

A	12,950.0 S.F.
B	11,700.0 S.F.
C	6,750.0 S.F.
D	5,400.0 S.F.
E	2,160.0 S.F.
F	6,525.0 S.F.
G	6,000.0 S.F.
H	4,090.5 S.F.
I	8,630.9 S.F.
TOTAL	64,206.4 S.F.

101-109 = RURAL ADDRESS

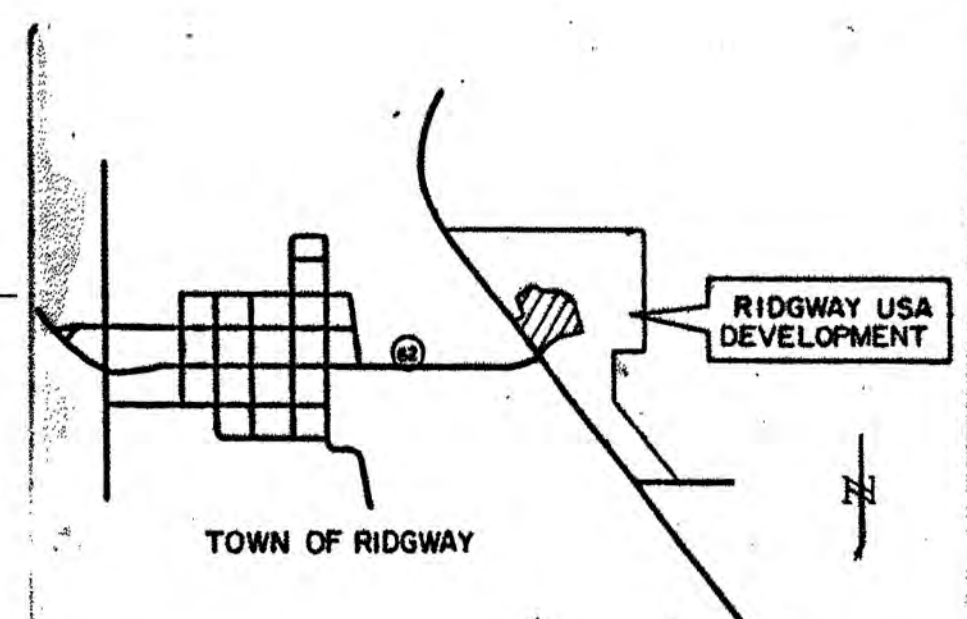
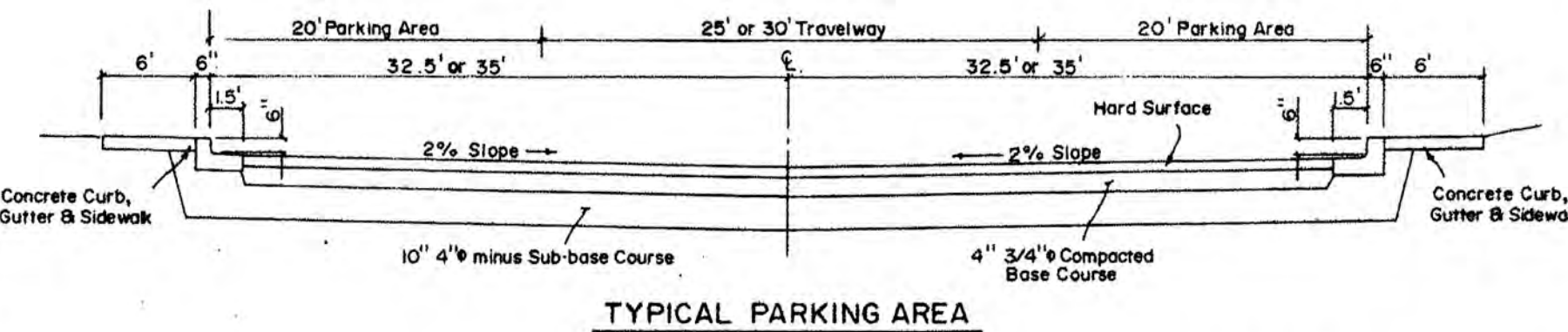
UNIT	PARKING SPACES	TOTAL CUSTOMER FLOOR AREA
A	74	18,500 Maximum Sq. Ft.
B	67	16,750 " " "
C	39	9,750 " " "
D	31	7,750 " " "
E	12	3,000 " " "
F	37	9,250 " " "
G	34	8,500 " " "
H	24	6,000 " " "
I	50	12,500 " " "
TOTAL	368	92,000 Maximum Sq. Ft.

NOTE: ONE PARKING SPACE REQUIRED PER 250 SQ. FT. OF CUSTOMER FLOOR AREA. ALL INTERIOR PARKING IS 50' TO TRAVELWAY, 8' x 20' MIN.  
- CUSTOMER FLOOR AREA CAN BE TRANSFERRED BETWEEN UNITS (BUILDING ENVELOPES) AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REFERENCED ON SHEET 2 HEREOF.

● = Found Rebar & Survey Cap L/S 12180

CURVE DATA

No.	DELTA	RADIUS	TAN.
1	44°19'40"	160.00'	65.18'
2	64°27'02"	230.00'	144.98'
3	90°00'00"	20.00'	20.00'
4	28°22'57"	150.00'	35.16'
5	00°08'17"	12,013.65'	14.48'
6	11°30'00"	188.55'	18.99'
7	11°00'00"	217.32'	20.92'



FINAL PLAT

LOT 3, PUD  
RIDGWAY LAND CO. SUBDIVISION

TOWN OF RIDGWAY, COLO.

RIDGWAY USA DEVELOPMENT

MESA ENGINEERING  
P.O. BOX 1287 - MONTROSE, COLORADO

SHEET 1 OF 2 FILE NO. 87-61

BOOK 24 PAGE 3  
DATE 6-12-90  
DESIGNED  
DRAWN  
CHECKED



KNOW ALL MEN BY THESE PRESENTS that I the undersigned, being an authorized general partner of the record owner of a tract of land situated in Section 16, Township 45 North, Range 8 West, N.M.P.M., Town of Ridgway, Colorado, containing 8.955 acres, more or less, and being more particularly described as follows:

have by these presents caused the above described property to be laid out as a Planned Unit Development, as shown herein, under the name and style of LOT 3, P.U.D., RIDGWAY LAND COMPANY SUBDIVISION, and do hereby dedicate to the use of Ridgway utility easements indicated for Town of Ridgway and public utilities for the installation and maintenance of water and sewer lines and facilities, gas, power, telephone and CATV. The bikeway, landscape, irrigation waterline and directional sign easements, Chimney Peak Lane, Village Square West, parking spaces, aisles and areas, and all common areas are reserved for use pursuant to Declaration of Covenants, Conditions and Restrictions recorded in Book 215, Page 870 of the Ouray County Records. 874

By Robert N. Hunter, Jr.  
Robert N. Hunter, Jr., Managing General Partner

The foregoing Certificate of Ownership and Dedication was acknowledged before me this 26<sup>th</sup> day of June, 1990, by Robert N. Hunter, Jr., Managing General Partner of Ridgway Land Company a Colorado Limited Partnership. Witness my hand and official seal. My commission expires 8/16/93

The undersigned holder of a lien or encumbrance affecting this property does hereby consent to the subdivision, public dedications and the reservations of easements as stated in the Certificate of Ownership and Dedication and as otherwise described hereon.

By Thomas L. Dutcher  
Thomas L. Dutcher, President.

The foregoing Certificate was acknowledged before me this 26<sup>th</sup> day of June, 1990 by Thomas L. Dutcher, President, United Bank of Montrose, National Association. Witness my hand and official seal. My commission expires August 16, 1993.

This plat is subject to the Plat Restrictions recorded in Book 217, Page 242 of the Ouray County Records, and Subdivision Improvements Agreement recorded at Book 217, Page 4364 of the Ouray County Records.

I, William D. Wiley, a Registered Land Surveyor in the State of Colorado, do hereby certify that there are no roads, pipelines, irrigation ditches or other easements in evidence or known to me to exist on or across said property except as shown on this plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey, and conforms to all subdivision regulations of the Town of Ridgway, Colorado. I further certify that all monuments shown hereon actually exist and their positions are as shown.

The undersigned hereby certifies that the water, sewer, fire protection and drainage systems and the streets, as shown hereon meet all requirements of Town of Ridgway specifications and standards or are as otherwise agreed upon between the Town of Ridgway and Ridgway Land Company, a Colorado Limited Partnership.

I hereby certify that I have examined Chicago Title Company title commitments/policies, Nos. ST 17043 pertaining to this property and that, according thereto, all record owners and holders of liens and encumbrances affecting the property have executed this plat and joined in the subdivision, public dedications and reservations of easements indicated hereon, except for current general taxes and the following none

Approved by the Planning Commission, Town of Ridgway, Colorado, this 29<sup>th</sup>, day of MAY, 1990.

Approved by the Mayor and Board of Trustees of the Town of Ridgway, Colorado, this 27<sup>th</sup> day of June, 1990.

Approved for recording this 9<sup>th</sup> day of OCTOBER, 1990.

This plat was filed for record in the office of the Clerk & Recorder of Ouray County, Colorado at 10:25 a.m. on this 9th day of October, 1990, with Reception No. 147702

Robert A. Smith  
Ouray County Clerk & Recorder


**SEWER SURCHARGE** - Sewer service may be subject to a surcharge for costs associated with the sewer lift station and force mains.

**PARKING RESTRICTION** - Parking of vehicles larger in size than parking spaces, including recreational vehicles, is prohibited.

SECTION III, CC&R'S - Section III of the Declaration of Covenants, Conditions and Restrictions, as recorded in Book 215 at Page 254 of the Ouray County public records, shall not be amended without written approval of the Town of Ridgway. The Town may enforce compliance with said Section III by an action for specific performance and shall be entitled to recover its expenses and attorney's fees incurred in any such action.

**BUILDING ENVELOPE SUBDIVISION** - Further subdivision of the Building Envelopes, as shown hereon, shall be accomplished pursuant to these provisions for lot splits currently contained in Section 7-4.9 of the Town of Ridgway Municipal Code. Deeds and other instruments of conveyance submitted to the Town shall be approved, if found to be in conformance with the provisions of the planned unit development plan.

USE RESTRICTIONS - No travel home parks or drive-in theaters are allowed.

BOOK _____ PAGE _____ DATE 6-12-90		FINAL PLAT LOT 3, PUD RIDGWAY LAND CO. SUBDIVISION	
DES. _____ DRWN _____ CH. _____		REVIS'D _____ TOWN OF RIDGWAY, COLO.	
		RIDGWAY USA DEVELOPMENT MESA SURVEYING P.O. BOX 1287 MONTROSE, COLORADO	
SHEET 2 OF 2		FILE NO. 87-61	



## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

for

### **The Ridgway USA Development**

- The Ridgway Land Company Subdivision  
(including The Lot 3 PUD)
- The Replat of the Eastside Subdivision

by

**Ridgway Land Company, A Colorado Limited Partnership**

**June 29, 1990**



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 29<sup>th</sup> day of June, 1990, by RIDGWAY LAND COMPANY, a Colorado Limited Partnership, whose address is P. O. Box 500, Ridgway, Colorado (hereinafter "Declarant").

RECITALS

This Declaration is made in contemplation of and with reference to the following facts, understandings, and intentions of the Declarant:

A. The Declarant is the owner of that certain real property in the Town of Ridgway, Colorado, described in Exhibit "A" attached hereto and incorporated herein by this reference and known as the Ridgway U.S.A. Development.

B. The Ridgway U.S.A. Development is being developed as a planned business/professional/commercial development and includes the Ridgway Land Company Subdivision, the Replat of the Eastside Subdivision, and the P.U.D. Plat of Lot 3, Ridgway Land Company Subdivision. It is the Declarant's desire and intention to subject the real property in said development to certain covenants, conditions, and restrictions for the benefit of the Property, the Declarant, and the purchasers of lots in the Ridgway U.S.A. Development. It is intended that said covenants, conditions, and restrictions bind and benefit not only said purchasers and the Declarant but also their respective successors, heirs, and assigns, and that all lots, building areas, and common areas in the Ridgway U.S.A. Development should be held, used, leased, sold, and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration.

C. It is the purpose of these Covenants, Conditions, and Restrictions to ensure proper development and use of the Property, to protect the investment of the owner of each lot or building area against such improper development and use of surrounding lots or building areas as will depreciate the value of his parcel, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and, in general, to provide adequately for a high type and quality of improvement of the Development in accordance with a general master plan.



I.

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.1 "Association" shall mean and refer to Ridgway U.S.A. Association, Inc., a Colorado Non-Profit Corporation. This is the Declaration of Covenants, Conditions, and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference.

1.2 "Board of the Association" or "Board" shall mean and refer to the Board of Directors of the Association or their duly-appointed representatives in accordance with the By-Laws, rules, and regulations of the Association.

1.3 "Building Area(s)" shall mean and refer to those portions of Lot 3 to be devoted from time to time to building improvements within the Building Envelope. Building improvements shall not exceed the Floor Area allocation for the Building Envelope within which the building improvement is constructed, except to the extent that a Floor Area allocation has been transferred from another Building Envelope as herein provided.

1.4 "Building Envelope" shall mean and refer to those areas of Lot 3 as shown on the Final Plat, within which Building Area(s) may be created. Upon the construction of a building within a Building Envelope according to the terms hereof, a Building Envelope shall be converted to Building Area and/or Common Area. Until a building is constructed, the Owner shall be the Owner of a Building Envelope.

1.5 "Common Area" shall mean and refer to all real and/or personal property that the Association and/or the Declarant owns for the common use and enjoyment of the members of the Association or any portion thereof, and all real and/or personal property within or in the vicinity of the Property in which the Association and/or the Declarant has an interest for the common use and development and enjoyment of the members of the Association, including, without limitation, a right of use (such as but not limited to easements for surface water collection and retention). The use of the Common Area shall be restricted to parking, park landscape, entry features, directional graphic system, drainage, landscape medians, security, safety, bicycle paths, roads, project lighting, water retention and collection facilities, and recreational purposes, or any other use to which a majority of the membership of the Association may accede. "Common Area" shall also mean and refer to all of those portions of Lot 3 except the Building Areas and shall include those portions of the Building Areas on Lot 3 which are not from time to time used or cannot under the terms of this Declaration be used

for buildings and which shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept, and maintained as provided in this Declaration. An area converted to Common Area on Lot 3 may be converted back to Building Area by development as Building Area, if at the time of conversion back to Building Area it meets the requirements of this Declaration. "Common area" shall also mean and refer to those portions of Lots 6 to 13 located between impervious surfaces and/or buildings and/or fences on said lots and the right-of-way line of U. S. Highway 550.

1.6 "Conversion to Common Areas" shall mean and refer to those portions of the Building Areas on Lot 3 which are not from time to time used or cannot under the terms of this Declaration be used for buildings, which shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept, and maintained as provided in this Declaration. An area converted to Common Area may be converted back to Building Area by development as Building Area, if at the time of conversion back to Building Area it meets the requirements of this Declaration.

1.7 "Declarant" shall mean and refer to Ridgway Land Company, a Colorado Limited Partnership, or its successors or assigns, if any such successor or assign acquires any undeveloped portion of the Ridgway U.S.A. Development from the Declarant for the purpose of development and is designated as such by the Declarant.

1.8 "Final Plat" shall mean and refer to the Final Plats of the Ridgway Land Company Subdivision, the Plat of the Resubdivision of the Eastside Subdivision, and the Plat of Lot 3 P.U.D. of the Ridgway Land Company Subdivision, as amended from time to time, and as recorded with the Office of the Clerk and Recorder, Ouray County, Colorado.

1.9 "Customer Floor Area" shall mean and refer to that area within a commercial structure, inside interior walls, to which the general public has or is normally or routinely allowed access to conduct business.

1.10 "Floor Area Allocation" shall mean and refer to the Customer Floor Area limitation shown on the Final Plat for buildings constructed in Building Envelopes on Lot 3.

1.11 "Lot" shall mean and refer to any parcel of the Property (including but not limited to Building Envelopes), together with any and all improvements thereon, whether or not platted in the public records of Ouray County, Colorado, and shall specifically refer to Lots and Building Envelopes as designated on the plat, and any amendments thereto, described in Exhibit "A".

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title



to any Lot, Building Area, or Building Envelope that is a part of the Property, including contract sellers (but not contract purchasers) and the Declarant. An Owner may, upon written notice to the Declarant, assign all or part of his rights but not his duties hereunder to Owner's tenant.

1.13 "Ridgway U.S.A. Development," "Development," or "Property" shall mean and refer to all such existing properties and additions thereto as they are subject to this Declaration, or any supplemental Declaration and shall initially include the real property described in Exhibit "A".

## II.

### PROPERTY RIGHTS AND EASEMENTS

2.1 Subject to the limitations hereinafter provided, all Owners, their successors, assigns, tenants, customers, licensees, and invitees, and the employees, customers, and invitees of such tenants and for the benefit of the Lot, Building Envelope, or Building Area belonging to the other Owners, shall have a non-exclusive perpetual easement in and to the Common Area that shall be appurtenant and shall pass with title to every Lot, Building Envelope, and Building Area, for ingress and egress by vehicular and pedestrian traffic, and vehicle parking upon, over, and across the Common Area, the parking areas and spaces, driveways and access ways, sidewalks and walkways, exits and entrances, and other portions of the Common Area as said areas may from time to time be developed, altered, or modified, subject to the right of the Association to promulgate rules and regulations for the use and enjoyment thereof, and suspend the enjoyment and voting rights of any Owner for any period during which any assessment for common expenses remains unpaid or for any period during which any infraction of its published rules and regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligations to pay the assessment. All Owners shall also have a perpetual easement in common with the Owners of all other Lots, Building Envelopes, and Building Areas to use all pipes, wires, cables, public utility lines, and other common elements serving its Lot, Building Envelope, or Building Area.

2.2 The Association or the appropriate utility, its successors, and assigns shall have the following perpetual easements with respect to the Property:

- A. A perpetual and exclusive easement for the maintenance of any common elements as shown on the Final Plat, which may presently or hereafter encroach upon a Lot, Building Envelope, or Building Area; and

- B. The Association, through the Board or any manager or managing agent or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Lot, Building Envelope, and Building Area (i) to inspect same for the purpose of verifying conformance with these Covenants, the By-Laws, the Articles of Incorporation, and any rules and regulations of the Association; (ii) to remedy any violations set forth in these Covenants, the Articles of Incorporation, the By-Laws, or in any rules and regulations of the Association; and (iii) to perform any operations required in connection with the maintenance, repairs, or replacements of or to the Common Area, or any equipment, facilities, or fixtures affecting or serving other Lots, Building Envelopes, Building Areas, or the Common Area; provided that requests for entry are made in advance and that any such entry is a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate whether the Owner is present at the time or not; and
- C. A perpetual blanket and non-exclusive easement in, upon, over, under, across, and through the Common Area for surface water runoff and drainage, grading, and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property; and
- D. A blanket perpetual and non-exclusive easement in, upon, over, across, and through the Common Areas for the purpose of the installation, maintenance, repair, service, and replacement of all sewer, water, power, gas, cable TV, telephone, and utility pipes, lines, mains, conduits, waters, poles, transformers, meters, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Development, the Lots, the Building Envelopes, and the Building Areas, which easement shall be for the benefit of any governmental agency or utility company or other entity that requires same for the purpose of furnishing one or more of the foregoing services.
- E. A perpetual blanket and non-exclusive easement in, upon, over, under, across, and through those Lots in the Eastside Subdivision which now or hereafter may exist along U. S. Highway 550 for a distance of a minimum of twenty (20) feet along said right-of-way/lot line up to any impervious surface, building foundation line, or fence line parallel to said U. S. Highway 550 for the installation, maintenance, repair, service, and replacement of landscape improvements, bike path, and utilities.



\*FLEXABILITY

2.3 In the event that the Association shall reasonably determine that the utility lines and facilities cannot for some reason be located within the area designated on the Final Plat for public utility and drainage easements, then the Association, together with the affected Owner(s), shall cooperate in the granting of appropriate and proper easements for the installation, repair, and replacement of storm drains, sewers, utilities, and their proper services necessary for the orderly development and operation of the Common Areas and buildings to be erected upon Lots, Building Envelopes, and Building Areas on the terms set forth herein.

2.4 All storm drains, utility lines, transformers, and meters of the Declarant, its successors, and assigns, and tenants shall be maintained in a safe condition. No grantee of a utility easement under this section shall, in the use, construction, reconstruction, operation, maintenance, or repair of any storm drains, utility lines, transformers, and meters in any way interfere, obstruct, or delay either (i) other Owners, the business of the Owners, or the public access to and from all Lots and Building Areas, or interfere, obstruct, or delay in any way the receiving of merchandise by said Owners; or (ii) the general traffic circulation in the Development.

2.5 In addition to the foregoing and in connection with the work performed within the Building Areas of Lot 3, the parties hereto agree that incidental encroachments upon Common Areas may occur as a result of the use of the ladders, scaffolding, storefront barricades, and similar facilities resulting in temporary obstruction of portions of the Common Areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work expeditiously pursued. Common Areas may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and persons employed in connection with any work provided for herein and temporary storage of material and vehicles being utilized in connection with such construction, subject to all of the other terms in this Declaration.

2.6 Each of the Owners of Building Areas in Lot 3 shall have a perpetual and non-exclusive easement for footings, foundations, and eaves (which includes, but is not limited to, canopies and awnings) appurtenant to any buildings or structures on any Building Area which encroach into or upon the Common Area; such encroachments shall not exceed a reasonable distance and shall not interfere with the use of the Common Areas.

2.7 Subject to existing easements of record, the Common Area shall be used for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, driveway purposes, and comfort and convenience of customers, invitees, licensees, and employees of all businesses and occupants of the buildings constructed in the Development.



2.8 No walls, fences, or barriers of any kind shall be constructed or maintained in the Common Area or any portion thereof which shall prevent or impair the use or exercise of any of the easements granted herein or the free access and movement, including without limitation pedestrian and vehicular traffic, between the various Lots, Building Envelopes, and Building Areas; provided, however, that this shall not prevent the installation of curbs and landscaping as required or approved by the Town of Ridgway, and provided further, however, that reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Common Areas are not closed or blocked. The only exceptions to this provision shall be (i) for changes to the Building Areas and Common Areas permitted by this Declaration; and (ii) for incidental encroachments upon the Common Areas pursuant to Paragraph 2.5. Customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business in the Development. Employees shall not be permitted to park in the Common Area except in areas that may from time to time be designated by the Association as "employee parking areas". Each Owner may designate "employee parking areas" on its own Lot.

2.9 Survey. An "as-built" survey will be obtained and recorded of all easements created under this Section II. The Association shall cause the survey to be made which shall be a Common Area maintenance expense.

### III.

#### BUILDING ENVELOPES, BUILDING AND COMMON AREAS ON LOT 3

3.1 Application. The Covenants, Conditions, and Restrictions set forth in this Article III shall apply only to Lot 3. To the extent that any provision of this Article III conflicts with any other provision of these Covenants, then the provisions of this Article III shall control as to Lot 3.

3.2 Building Location. Subject to the restrictions set forth in this Declaration, all buildings and structures constructed by Owners shall be placed or constructed upon Lot 3 only in those areas defined herein as Building Envelopes.

3.3 Design and Construction. The buildings in Lot 3 shall be designed so that the exterior elevation and design of each will be architecturally and aesthetically harmonious and compatible, and so that no part of any building, including eaves, awnings, or wall footings, shall encroach on or overlap another building, unless the two structures share a common wall. The design and construction shall be in conformity with sound architectural and engineering standards, the guidelines of the Architectural Review Committee, and in accordance with this



Declaration, and the construction shall be of first quality. All buildings or other structures shall be not more than two (2) stories in height and shall not exceed thirty-five (35) feet in height (but may include mezzanines). No building shall exceed the Floor Area Allocation shown on the Final Plat for the Building Envelope on which the building is constructed, except to the extent that a Floor Area Allocation has been transferred from another Building Envelope.

Prior to the construction of any building or improvement on Lot 3, the exterior elevations thereof (which shall include building facia and signs) shall be subject to the prior written approval of the Architectural Review Committee to ensure compliance with the design and construction standards set forth in this paragraph, which approval shall not be unreasonably withheld. Any alteration, addition, remodeling, or construction of any building which involves any change in exterior appearance thereof shall likewise be subject to the prior written approval of the Architectural Review Committee, which approval shall not be unreasonably withheld. Once the exterior elevations have been approved, said building or improvements shall be constructed only in accordance with plans and specifications which effectuate such approved elevations.

All construction, alteration, or repair work undertaken by the Owner of any Building Envelope or Building Area shall be accomplished in the most expeditious and speedy manner possible. The party undertaking such work shall take all necessary measures to minimize any disruption or inconvenience caused by such work. Except in the cases of emergency or to the extent necessary, no construction work shall be scheduled during the peak seasons of the Development.

All work shall be accomplished by the party undertaking it in such a manner so as to minimize any damage or adverse effect which might be caused by such work to the other Owners of Building Envelopes, Building Areas, the Development, and/or the Building Area on which the work is being accomplished. The party undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of the Building or Common Area upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the party undertaking such work shall indemnify and hold harmless all other Owners of Lots or Building Areas or Envelopes in the Development, and the Association, from all damages, losses, or claims attributable to the performance of such work.

**3.4 Transfer of Floor Area Allocation.** The Owner of a Building Envelope or Building Area may convey by deed, which deed shall be recorded, to the Owner of another Building Envelope or Building Area the Floor Area Allocation which is not used or anticipated to be used on that Owner's Building



Envelope. Upon such conveyance, the grantor may not thereafter build or develop such Floor Area on his Building Envelope, and said Floor Area may be developed on the Building Envelope of the grantee, in addition to the Floor Area Allocation for such Building Envelope on the Final Plat. The overall Customer Floor Area on Lot 3 shall not exceed 92,000 square feet. This paragraph shall not be construed so as to allow the grantee to develop outside the Building Envelope or exceed height, setback, architectural guideline, or Master Plan requirements of the Architectural Review Committee.

3.5 Parking Area to Building Ratio. At all times, the Association shall maintain in the Common Area of Lot 3 not less than one (1) parking space for each 250 square feet of Customer Floor Area within Building Areas. The location and configuration of parking shall be as determined by the Association in the Master Plan.

3.6 Association Master Plan and Architectural Guidelines. The Association shall develop a Master Plan and Architectural Guidelines for Lot 3. The Master Plan shall show Common Element improvements which shall be constructed on Lot 3 by the Association and by the Owners of Building Envelopes, including but not limited to landscaping, sidewalks, parking, and traffic control. The Architectural Guidelines may establish materials, design criteria for building construction, setbacks, and other requirements.

3.7 Common Area Improvements by Association. The Association shall construct all improvements shown on the Master Plan located outside of Building Envelopes so as to provide service to buildings as constructed. The Association may phase such improvements as it may determine. The Association shall have the power to levy such capital assessments on the Owners of Lot 3 as are necessary to complete such improvements.

3.8 Common Area Improvements by Owners. The Owner of each Building Envelope or portion of a building envelope shall, concurrently with the construction of any new building, construct all such Common Area improvements within such Building Envelope or portion of a building envelope as are shown on the Master Plan. All landscaping required hereunder or otherwise to be provided on any Lot shall be completed (completion for such purposes shall include payment therefor) within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Lot; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, the Association may, at its option, after giving the Owner ten (10) days' written notice forwarded to Owner (unless within said ten (10) day period the Owner of the Lot shall proceed and thereafter pursue with diligence the completion of



such landscaping), undertake and complete the landscaping of the Lot in accordance with the landscaping plan. If the Association undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner and, if said assessment is not paid within thirty (30) days after written notice of such assessment from the Association, said assessment will constitute a lien on the Lot and may be enforced as set forth herein.

3.9 As-Built Survey. After each building on Lot 3 has been built, the Owner of the Building Area will cause an as-built survey to be made showing the Building Area, Customer Floor Area, and Common Area and shall submit a copy of said survey to the Association and to the Town of Ridgway.

3.10 Signs. Signs shall be in conformance with design criteria, standards, and guidelines of the Association and the Town of Ridgway.

3.11 Building Upkeep and Maintenance. All the Owners of Buildings Areas in Lot 3 shall provide for appropriate upkeep and maintenance of the exterior of the buildings and improvements located in the Building Areas to assure that the development in Lot 3, and each part thereof, is maintained in a first-class manner and retains at all times the appearance of a first-class development.

Each Owner shall carry fire insurance with extended coverage, vandalism, and malicious mischief endorsements upon all buildings located in the Building Areas upon Lot 3 to 90 percent of the full replacement cost thereof (excluding foundations and excavations). The loss, if any, covered by such insurance shall be paid to the respective Owner unless payment of all or a portion of said insurance is required to be made to a mortgagee, deed of trust beneficiary, or lease back lessor as its interest may appear. Each Owner shall have the power to adjust and settle any loss with its insurer. In the event of any damage to or destruction of any building in a Building Area from any cause insured against by the insurance required hereunder, the affected Owner shall either repair any such damage or destruction and reconstruct the building in accordance with (i) the concept of an integrated development, and (ii) the provisions of this Declaration, or shall cause the building to be torn down and the Building Envelope placed back in a clean and neat condition. The affected Owner shall commence restoration and reconstruction as herein provided as soon as possible after receipt of the proceeds from insurance thereof and shall use all due diligence to repair or reconstruct within a reasonable period of time thereafter or use due diligence in the removal of the damaged or destroyed building.

3.12 Mutual Release. So long as insurance pursuant to Section 3.11 is maintained, each Owner of a Building Area or Envelope in Lot 3, for itself and, to the extent as legally

possible for it to do, on behalf of its insurer, hereby releases the other Owners of Building Areas or Envelopes on said Lot 3 from any liability for (i) any loss or damage to the property of each Owner located upon or in Lot 3; (ii) any loss or damage to buildings or other improvements in said Lot 3 or the contents thereof; and (iii) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is of the type generally covered by standard casualty insurance coverage. Each Owner shall, to the extent such insurance endorsement is available, obtain for the benefit of the other Owners a waiver of any right of subrogation which the insurer of such Owner may acquire against the other Owner by virtue of the payment of any such loss covered by such insurance. The foregoing waiver and release shall be operative only so long as the same shall not preclude any Owner from obtaining insurance and shall have no effect to the extent that it diminishes, reduces, or impairs the liability of any insurer or the scope of any coverage under any policy applicable to the shopping center or any buildings therein or part thereof, or increases the cost of any such insurance.

#### IV.

##### REGULATION OF IMPROVEMENTS ON LOTS OTHER THAN LOT 3

4.1 Application. The Covenants, Conditions, and Restrictions set forth in this Article IV shall apply to all Lots other than Lot 3.

4.2 Improvements, Generally. No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Lot other than Lot 3 until plans and specifications therefor have been approved by the Architectural Review Committee as more fully set forth in this Declaration of Covenants, Conditions, and Restrictions.

4.3 Setbacks. No building or structure shall at any time be erected on any Lot within twenty (20) feet from the boundary line of any street rights-of-way adjoining the same, or within twelve (12) feet from the side boundary line of any Lot (except that zero lot setbacks may be allowed by consent of adjoining owners), or within eight (8) feet from the rear boundary line of any Lot. Any variation of the above may be done only with the prior written approval of the Architectural Review Committee. Zero side yard setbacks shall require the mutual consent of adjoining Lot Owners.

4.4 Off-Street Parking. No parking shall be permitted on any street or at any place other than the paved or hard surface parking (i.e., asphalt, concrete, or equal) spaces provided for and described hereinbelow. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by



each Owner and tenant for customers and visitors. The location, number, and size of parking spaces shall be subject to approval by the Architectural Review Committee. The minimum standard shall be the total of the following:

- A. One parking space for each 250 square feet of Floor Area used for offices.
- B. One parking space for each 1,000 square feet of Floor Area used for warehouse purposes.
- C. One parking space for each 600 square feet of Floor Area used for manufacturing or light industrial purposes.
- D. One parking space for each 250 square feet of Floor Area used for any other permitted purposes.

All off-street parking and access drives and loading areas shall be paved and properly graded to assure proper drainage. Proper visual screening must be provided between parking on any Lot and any public street, consistent with safe visibility for access.

4.5 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard of a building. Proper visual screening must be provided upon substantial completion of construction of truck loading and receiving areas between any such truck loading and receiving areas and any public street.

4.6 Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building unless adequately screened. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed, or utilized without prior written consent of the Architectural Review Committee, which consent shall not be unreasonably withheld. This paragraph shall not apply to the limited display of sample retail goods for sale. Such displays may be regulated by the Architectural Review Committee.

4.7 Landscaping.

- A. All Lots shall be landscaped only in accordance with a plan submitted to and approved in writing by the Architectural Review Committee prior to any development of the Lot. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges, and shrubs, and information regarding other customary landscape treatment for the entire site, including fences, walls, and screening. All landscaping plans shall also include an underground lawn sprinkling system where applicable.

Further, it shall be the responsibility of the Association to landscape and maintain the area between the Lot lines of said Owner's Lot and the edge of any public roadway adjacent to such Lot. All landscaping shall be undertaken and completed in accordance with such approved plan, and said plan may not be materially altered, amended, or revised without submitting the revised landscaping plan for prior written approval by the Architectural Review Committee.

- B. All landscaping required hereunder or otherwise to be provided on any Lot shall be completed (completion for such purposes shall include payment therefor) within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Lot; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, the Association may, at its option, after giving the Owner ten (10) days' written notice forwarded to Owner (unless within said ten (10) day period the Owner of the Lot shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Lot in accordance with the landscaping plan. If the Association undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner and, if said assessment is not paid within thirty (30) days after written notice of such assessment from the Association, said assessment will constitute a lien on the Lot and may be enforced as set forth herein.
- C. If any Owner, tenant, or occupant of any Lot fails to provide reasonable grounds maintenance of their separate Lot, the Association shall promptly give written notice thereof to such Owner, tenant, or occupant stating in detail in what respects reasonable grounds maintenance as required hereunder is not being provided and demanding that such Owner, tenant, or occupant comply with the maintenance requirement contained herein. In the event such Owner, tenant, or occupant fails to comply with such demand within twenty (20) days after the date of such notice, the Association may, in its sole discretion, enter upon the Lot and undertake such landscaping maintenance. All costs of such landscaping maintenance undertaken by the Association shall also be assessed against the Lot upon which said grounds maintenance is done and failure to pay such assessment shall constitute a lien against the Lot, enforceable as set forth herein for other assessments.



4.8 Maintenance. Each Owner of any Lot shall keep his building, improvements, and appurtenances thereon in a safe, clean, maintained, neat, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health, and police and fire requirements. Each such Owner, tenant, or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its Lot. Rubbish, trash, garbage, or other waste shall be kept only in proper containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

4.9 Signs. Signs shall be in conformance with design criteria, standards, and guidelines of the Association and the Town of Ridgway.

4.10 Utility Connections. All utility connections, including all electrical and telephone connections and installation of wires to buildings, shall be made underground from the nearest available power source, except non-primary power transmission lines may be installed overhead with prior written consent of the Association. No transformer, electric, gas, or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the property and where placed on the surface shall be adequately screened and fenced, and all such outside installations shall be subject to prior written approval of the Association.

4.11 Height Restrictions. No building or appurtenance thereto shall exceed a height of thirty five (35) feet above the average finished grade as established by the Association or the Architectural Review Committee.

4.12 Appurtenances. Appurtenances including but not limited to water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans, or similar equipment required to operate and maintain buildings, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts or flagpoles, none of which shall cause a building to exceed the maximum thirty five (35) foot height restriction, shall be allowed only with the express written approval of the Association or the Architectural Review Committee. The Association reserves the right to impose visual impact mitigation requirements for any such appurtenances.

4.13 On-Site Drainage. Each Owner shall be required to provide adequate drainage facilities, including control of storm water runoff resulting from precipitation.

## V.

COVENANT FOR COMMON EXPENSE ASSESSMENTS; ALLOCATION

5.1 Assessments. It shall be an affirmative and perpetual obligation of the Board of the Association to make common expense assessments in an amount at least sufficient to maintain and operate the Common Areas as contemplated by these Covenants and the By-Laws of the Association. The amount of monies for Common Area of the Association and the manner of expenditure thereof shall be a matter for the sole discretion of the Board of the Association.

5.2 Covenant. Every Owner shall be deemed to covenant and agree to pay to the Association such sums by way of annual or special Common Area assessments contemplated herein or in the By-Laws of the Association. Declarant's obligation to pay such sums commence upon the recording of these Covenants; the obligation of all other Owners to pay such sums commences upon their acceptance of a deed or other conveyance for a Lot, Building Envelope, or Building Area, whether or not it shall be so expressed in any such deed or other conveyance.

5.3 Allocation. Common expenses shall be allocated among the Owners as follows:

A.1. Each Owner shall pay his or her proportionate share of all annual and special common expenses assessed by the Association in connection with all of the Common Areas, including the Common Area associated with the pond and right-of-way for the Moody Ditch, but excluding the Common Areas in Lot 3, as such areas are shown on the Final Plat. Each proportionate share of the common expenses referenced in the preceding sentence shall be determined for each Owner, except Owners in Lot 3, by multiplying the amount of all then-payable common expenses assessed by the Association by a fraction, the numerator of which shall be the acreage of the Owner's Lot, including all common land lying therein, and the denominator of which shall be 37.511, which is the approximate total acreage of the developed Lots in the Ridgway U.S.A. Development and the Common Areas therein, including the total acreage of Lot 3 (8.955 acres).

2. The proportionate share of the total annual and special common expenses assessed under this subsection (A) to be paid by each individual Building Envelope Owner in Lot 3 shall be calculated as follows: First, the fraction of said total common expenses chargeable to Lot 3 as a whole shall be calculated using the method set out in Paragraph 1. Then, for each individual Owner in Lot 3, the part of said total common expenses chargeable to Lot 3 shall be further multiplied by a fraction, the



numerator of which shall be the square footage of the individual Owner's Building Envelope as shown on the Final Plat, whether or not a building has been constructed thereon, and the denominator of which shall be the total square footage of all the Building Envelopes in Lot 3 as shown on the Final Plat.

3. If a Building Envelope in Lot 3 is subdivided, the proportionate share of the total annual and special common expenses assessed under this subsection (A) to be paid by each individual Owner of a portion of the subdivided Building Envelope will be calculated as follows: First, that part of the total common expenses chargeable to the applicable Building Envelope shall be calculated using the method set out in Paragraph 2. Then, for each individual Owner of a portion of the subdivided Building Envelope, the part of said total common expenses chargeable to the applicable Building Envelope shall be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual Owner's portion of the Building Envelope, whether or not a building has been constructed thereon, and the denominator of which shall be equal to the total square footage of the applicable Building Envelope.
4. If a Building Area within a Building Envelope in Lot 3 is subdivided, the proportionate share of the total annual and special common expenses assessed under this subsection (A) to be paid by each individual Owner of a portion of the subdivided Building Area will be calculated as follows: First, that portion of the total common expenses chargeable to the applicable Building Envelope shall be calculated using the method set out in Paragraph 2. Then, for each individual Owner of a portion of the subdivided Building Area, the part of said total common expenses chargeable to the applicable Building Envelope shall be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual Owner's portion of the subdivided Building Area, and the denominator of which shall be equal to the total square footage in that Building Area.
- B.1. In addition to the common expenses paid pursuant to (A), above, all Owners in Lot 3 shall pay a proportionate share, as determined and calculated pursuant to the following, of all annual and special common expenses assessed by the Board of the Association in connection with all Common Areas in said Lot 3. To calculate the proportionate share of each individual Owner in Lot 3, the amount of all annual and special common expenses assessed by the Board in connection with the Common Areas in Lot 3 shall be multiplied by a fraction, the

numerator of which shall be the square footage of the individual Owner's Building Envelope as shown on the Final Plat, whether or not a building has been constructed thereon, and the denominator of which shall be the total square footage of all the Building Envelopes in Lot 3 as shown on the Final Plat.

2. If a Building Envelope in Lot 3 is subdivided, the proportionate share of the annual and special common expenses assessed in connection with the Common Areas in Lot 3 under this subsection (B), which shall be paid by each individual Owner of a portion of the subdivided Building Envelope, will be calculated as follows: First, that part of the common expenses for Lot 3 chargeable to the applicable Building Envelope shall be calculated using the method set out in Paragraph 1. Then, for each individual Owner of a portion of the subdivided Building Envelope, the part of said common expenses for Lot 3 chargeable to the applicable Building Envelope shall be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual Owner's portion of the Building Envelope, whether or not a building has been constructed thereon, and the denominator of which shall be equal to the total square footage of the applicable Building Envelope.
3. If a Building Area within a Building Envelope in Lot 3 is subdivided, the proportionate share of the annual and special common expenses assessed in connection with the Common Areas in Lot 3 under this subsection (B), which shall be paid by each individual Owner of a portion of the subdivided Building Area, will be calculated as follows: First, that portion of the common expenses for Lot 3 chargeable to the applicable Building Envelope shall be calculated using the method set out in Paragraph 1. Then, for each individual Owner of a portion of the subdivided Building Area, the part of said common expenses for Lot 3 chargeable to the applicable Building Envelope shall be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual Owner's portion of the subdivided Building Area, and the denominator of which shall be equal to the total square footage in that Building Area.

5.4 Assessments a Lien. No one may waive or otherwise avoid liability for common expenses by non-use of the Common Areas. Each such assessment shall be a continuing lien upon the Lot, Building Area, or Building Envelope against which it was made and shall also be a personal obligation of the Owner of such Lot, Building Area, or Building Envelope at the time when the common expense assessment fell due and of each subsequent record Owner of such Lot, Building Area, or Building Envelope,



together with any interest thereon, late charges, or the cost of collection thereof (including reasonable attorneys' fees). Liens for unpaid common expense assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing the lien securing the same.

## VI.

### PURPOSE OF COMMON EXPENSES; RESPONSIBILITY OF OWNERS

6.1 Use of Common Expenses. The annual common expense assessments levied by the Board of the Association shall be used for providing services to the members of the Association and for promoting the health, safety, and welfare of the members of the Association, including but without limitation: The maintenance, repair, and replacement of the Common Areas; payment of all taxes and insurance premiums; all the costs and expenses incidental to the operation and administration of the Association; and such other items as may from time to time be deemed appropriate by the Board of the Association.

6.2 Special Assessments. Any special common expense assessment levied by the Board of the Association shall be used for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital common improvement or area, including fixtures and personal property related thereto. All special common expense assessments shall be levied by the Board at such time and in such amounts as the Board in its sole discretion shall deem appropriate.

6.3 Owner's Responsibility. Each Owner shall promptly furnish, perform, and be responsible for, at his own expense, all the maintenance, repairs, and replacements within his own Lot, Building Area, or Building Envelope; provided, however: (i) Such maintenance, repairs, and replacements as may be required for the functioning of the Common Area within the Lot shall be furnished by the Association; and (ii) the Association, its agents, and employees may effect emergency and other necessary repairs the Owner has failed to perform; but any and all expenses incurred pursuant to (ii) above shall be the responsibility of the Owner affected thereby.

6.4 Damage to Common Areas. If due to the neglect, negligent act, or omission of, or misuse by an Owner or guest, tenant, invitee, or visitor (whether authorized or unauthorized by the Owner) damage shall be caused to the Common Areas or to any Lot, Building Area, or Building Envelope owned by others, or maintenance, repairs, or replacements shall be required that would otherwise be a common expense, then the Owner directly or

indirectly so responsible shall pay for such damage and be liable for any damages, liability, costs, and expense, including attorneys' fees, caused by or arising out of such circumstances; and such maintenance, repairs, and replacements to the Common Areas or a Lot, Building Area, or Building Envelope shall be subject to the By-Laws of the Association and to any rules and regulations promulgated by the Association.

## VII.

### ADMINISTRATION

7.1 Administration. The administration of the Common Areas of the Association and any other common facilities shall be by the Association in accordance with the provisions of this Declaration of Covenants, Conditions, and Restrictions, the Articles of Incorporation, the By-Laws, the rules and regulations, and of any other agreements, documents, amendments, or supplements to the foregoing that may be duly adopted.

## VIII.

### RESTRICTIONS

8.1 General Restrictions. Notwithstanding the foregoing, no use or operation shall be permitted in the Development which is obnoxious to a first-class commercial service center. Without limiting the generality of the foregoing, the following shall be deemed to be obnoxious to a first-class development: (i) Any public or private nuisance, including without limitation the public nuisances described in C.R.S. §16-13-301 et seq.; (ii) any obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Development; (iii) any unusual fire, explosion, or other damaging or dangerous hazard, including the storage, display, or sale of explosives or fireworks and any noxious, toxic, caustic, or corrosive fuel or gas; (iv) any refining, smelting, or mining operation; (v) any fire sale, bankruptcy sale (unless pursuant to a court order), or option house operation; (vi) any mobile home trailer court, travel trailer or recreational vehicle park, labor camp, junk yard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance); (vii) any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located in the rear of any building); (viii) any establishments selling or exhibiting materials which because they explicitly deal with or depict human sexuality or are harmful to children or not lawful for sale to children under 18 years of age by reason of C.R.S. §18-7-501 et seq.

8.2 Architectural Review Committee. There is hereby established an Architectural Review Committee whose members



shall be appointed by the Board. This Committee shall consist of five (5) members, serving, at the discretion and pleasure of the Board. The vote of three (3) members shall constitute the action of the Architectural Review Committee.

8.3 Review. No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Lot, Building Area, or Building Envelope until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, plot layout, floor plan, and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking spaces, grading, easements and utilities, proposed building use, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall conform to the Uniform Building Code, Master Plan, and Architectural Guidelines established by the Architectural Review Committee and other applicable state and local codes, and be submitted in writing over the signature of the Owner of the Lot, Building Area, or Building Envelope or the Owner's authorized representative.

8.4 Approval. Approval shall be based, among other things, on adequacy of Lot, Building Area, or Building Envelope dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring Lots, Building Areas, or Building Envelopes, operations and uses, relation of topography, grade and finished ground elevation of the Lots, Building Areas, or Building Envelopes being improved to that of neighboring Lots, Building Areas, or Building Envelopes; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall adopt a Master Plan showing Common Area improvements and landscaping requirements within easements and buffering areas and shall establish Architectural Guidelines. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

8.5 Time. If the Architectural Review Committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved; subject, however, to the restrictions contained in Paragraph 8.1 hereof. The Architectural Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications, and the aforesaid thirty-day period shall commence on the date of such notification.

**8.6 No Liability.** Neither the Architectural Review Committee nor the Association, or their respective successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval of, or disapproval of, or failure to approve any such plans or specifications. Every person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any of said Lots or Building Areas agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Review Committee or Declarant to recover any such damages. Nothing contained herein shall prevent an applicant from bringing suit for specific performance on the ground of unreasonably withheld approval of plans theretofore submitted or a suit for declaratory judgment, but no such suit may contain a claim for monetary damages.

**8.7 Review Fee.** An architectural review fee shall be paid to the Association at such time as plans and specifications are presented to the Architectural Review Committee for approval. The architectural review fee shall be a reasonable amount, and such amount shall be set by the Association annually at no less than \$100.00 and no more than 1/100th of the estimated cost of construction pursuant to the plans reviewed.

## IX.

### ASSOCIATION MEMBERSHIP AND VOTING

**9.1 Membership.** Upon acceptance of a deed to a Lot, Building Area, or Building Envelope, each Owner shall automatically become a member of the Association and shall be a member for so long as he shall hold legal title to his Lot, subject to all provisions of this Declaration, the Articles of Incorporation, and the By-Laws of the Association, and rules and regulations that may now or hereafter be established for or by the Association. The Declarant shall be a member of the Association with respect to all Lots, Building Areas, or Building Envelopes owned by it, which membership shall commence upon the recording of these Covenants.

**9.2 Voting.** Members in the Association shall have the right to vote on Association matters in accordance with the provisions set forth in the Articles and By-Laws.



X.

ENFORCEMENT

10.1 Abatement and Suit. The conditions, covenants, restrictions, and reservations herein contained shall run with the land and be binding upon and inure to the benefit of the Declarant, the Association, and the Owners of every Lot, Building Area, or Building Envelope on the property. These conditions, covenants, reservations, and restrictions may be enforced as provided hereinafter by Declarant or the Association acting for itself, the Architectural Review Committee, and as trustee on behalf of all of the Owners of Lots, Building Areas, or Building Envelopes. Each Owner by acquiring an interest in the property shall appoint irrevocably the Declarant and the Association as his attorney-in-fact for such purposes; provided, however, that if an Owner notifies Declarant or the Association of a claimed violation of these conditions, covenants, restrictions, and reservations and the Declarant or Association fails to act in a manner likely to correct such violation within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions, and reservations herein contained. Violation of any condition, covenant, restriction, or reservation herein contained shall, after thirty-day prior written notice of such violation given by Declarant or the Association to the Owner of the Lot or Building Area where such violation exists, given the Declarant the right to enter upon the portion of the property wherein said violation or breach continues to exist and to summarily abate and remove at the expense of the Owner any structure, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions, and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages (including reasonable attorneys' fees) for said violation.

10.2 Deemed to Constitute a Nuisance. Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant, or occupant shall be applicable against every such violation and may be exercised by Declarant or the Association.

- A. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

- B. The failure of the Declarant or Association to enforce any of the conditions, covenants, restrictions, or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and Declarant shall not be liable therefor if Declarant acted or failed to act in good faith.

10.3 Claim a Lien. Any such claim for reimbursement, together with interest as aforesaid, shall be a secured right and a lien shall attach and take effect upon recordation of a proper claim of lien by the claimant in the Office of the Clerk and Recorder of Ouray County. The claim of lien shall include the following: (a) The name of the claimant; (b) a statement concerning the basis of the claim of lien; (c) the last known name and address of the Owner or reputed Owner of the Lot or Building Area against which the lien is claimed; (d) a description of the Lot, Building Area, or Building Envelope against which the lien is claimed; (e) a description of the work performed or payment made which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (f) a statement that the lien is claimed pursuant to the provisions of this Declaration reciting the date, book, and page of the recordation hereof. The notice shall be duly verified, acknowledged, and contain a certificate that a copy thereof has been served upon the party against whom the lien is claimed pursuant to Paragraph 15.4 of this Declaration. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby, and it may be enforced in any manner allowed by law for the foreclosure of liens.

Notwithstanding the foregoing, such liens shall be subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure of trustee's sale) under any such first mortgage or deed of trust shall take free and clear from any such then-existing lien, but otherwise subject to the provisions of this Declaration. The failure of the Owner or Owners of any of the parcels to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions, or agreements herein shall not be construed as a waiver or relinquishment for the future breach of the provisions hereof.

## XI.

### RIGHT OF REPURCHASE

11.1 Right of Repurchase. If any Owner fails to commence construction of a building upon a Lot or Building Envelope purchased by such Owner within a four-year period commencing



with the date of a conveyance from Declarant to an Owner, other than Declarant, or within such additional period of time granted to such Owner by Declarant, Declarant shall have the right to repurchase the Lot or Building Envelope at any time within one hundred eighty (180) days after the expiration of said four-year period upon giving fifteen (15) days prior written notice of its intention to repurchase to said Owner. The repurchase price shall be the price paid by Owner for the Lot or Building Envelope when purchased from Declarant plus reimbursement for any real property taxes paid by Owner relating to the Lot or Building Envelope, less the unpaid balance of any mortgage or deed of trust or other amounts, nonpayment of which may be assessed as liens against the Lot or Building Envelope. The provisions of this article shall be specifically enforceable as set forth in these Covenants. If Declarant fails to give written notice exercising its right of repurchase within the one hundred eighty (180) day period aforesaid, said right of repurchase shall be deemed waived. "Commencement of construction of a building" as defined herein means that the Owner has (a) obtained approval of the Architectural Review Committee; (b) obtained building permits from the appropriate governmental authorities authorizing construction of a building and improvements as approved by the Architectural Review Committee; (c) entered into a construction contract; and (d) expended at least the sum of Ten Thousand Dollars (\$10,000.00) pursuant to such construction contract for on-site construction work.

## XII.

### TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

12.1 Term. This Declaration, every provision hereof, and every covenant, condition, restriction, and reservation contained herein shall continue in full force and effect for a period of twenty-five (25) years from date hereof and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Paragraph 12.2 hereof.

12.2 Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) (on acreage basis) of the property (other than property used in common) subject to these restrictions; provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification, or amendment shall be effective without the written approval of Declarant. Furthermore, such termination, extension, modification or amendment may not be made without written approval of the Town of Ridgway, in accordance with the plat note on page 2 of the final plat for the Development. Such termination, extension, modification, or amendment shall be

immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Declarant as required herein) in the Office of the Clerk and Recorder of Ouray County, Colorado.

XIII.

INDEMNITY

13.1 General. Each Owner shall indemnify, defend, and hold the other Owner(s) harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith, including reasonable attorneys' fees, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss or damage to the property of any person as shall occur in or about each Owner's Lot, Building Area, or Building Envelope, except claims resulting from the negligence or willful act or omission of the indemnified Owner or any occupant of any such Owner's Lot, Building Area, or Building Envelope, or the agent, servants, or employees of such indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this article to the contrary, each Owner hereto waives any right of recovery against the other Owner(s) for any loss, damage, or injury to the extent the same is covered by insurance provided for by this Declaration.

13.2 Common Areas. Each Owner shall indemnify, defend, and hold the other Owners harmless from and against any and all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to, or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss of or damage to the property of any person as shall occur in or about the Common Area located on each Owner's respective Lot(s), Building Area(s), or Building Envelope(s), except claims resulting from the negligence or willful act or omission of the indemnified Owner or any occupant of any such Owner's Lot, Building Area, or Building Envelope, or the agent, servants, or employees of such indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this article to the contrary, each Owner hereto waives any right of recovery against the other Owner(s) for any loss, damage, or injury to the extent the same is covered by insurance provided for by this Declaration.



#### XIV.

##### NOT A PUBLIC DEDICATION

14.1 Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Areas of the Lots, Building Areas, or Building Envelopes herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, declaration, deed, or dedication) is by permission and subject to the control of the Owners. Notwithstanding any other provisions herein to the contrary, the Owners of the Lots, Building Areas, or Building Envelopes affected hereby may periodically restrict ingress to and egress from the Common Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such a time as to have a minimum effect on the parties hereto.

#### XV.

##### MISCELLANEOUS

15.1 No Waiver. All of the conditions, covenants, restrictions, and reservations contained in this Declaration of Protective Covenants shall be construed together but, if it shall at any time be held that any one of said conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

15.2 Owner's Liability Subsequent to Sale. Upon sale of a Lot, Building Area, or Building Envelope, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot, Building Area, or Building Envelope sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot, Building Area, or Building Envelope from any liabilities or obligations incurred prior to such sale pursuant to this Declaration of Protective Covenants. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Lot, Building Area, or Building Envelope nor modify Declarant's right of repurchase pursuant to Section XI hereof, and any subsequent Owner shall have only the time remaining, if any, to comply with Section XI.

15.3 Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of all Lots, Building Areas, and Building Envelopes located within the property, the Owners of additional property made subject to this Declaration of Protective Covenants, and their respective heirs, successors, personal representatives, and assigns.

15.4 Notice. Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for an Owner (a) to the address of the Lot or Building Area, if improved; (b) if the Lot or Building Envelope is not improved, to the address set forth in the purchase contract or purchase contract application; (c) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

15.5 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

15.6 Mortgage. The term "mortgage" as used herein shall include deeds of trust and trust deeds.

XVI.

EXHIBITS

16.1 Attached hereto and made a part hereof are the following exhibits:

Exhibit A - Description

Exhibit B - Articles of Incorporation

Exhibit C - Bylaws



IN WITNESS WHEREOF, the undersigned has subscribed his name to this Declaration of Covenants, Conditions and Restrictions this 29th day of June 1990.

RIDGWAY LAND COMPANY, A COLORADO  
LIMITED PARTNERSHIP

By Robert N. Hunter, Jr.  
Robert N. Hunter, Jr.  
Managing General Partner

STATE OF COLORADO   )  
                                  )ss.  
County of Ouray       )

The foregoing instrument was acknowledged before me this 29th day of June 1990, by Robert N. Hunter, Jr., for and on behalf of Ridgway Land Company, a Colorado Limited Partnership.

WITNESS my hand and official seal.

My commission expires: 8/16/93



Charles G. Schmidt, Jr.  
Notary Public

# MESA SURVEYING COMPANY

330 South 5th Street  
P.O. Box 1287  
Montrose, CO 81402  
(303) 249-7771

147105

Filed this 24th day of July, 1990, at 3:25 o'clock P.M.  
Duly recorded in Book 215 Pages 870 thru 894  
Addie A. Sim, Ouray County Clerk & Recorder

June 25, 1990

## Property Description Ridgway Land Co. Subdivision:

Situated in the S $\frac{1}{2}$ N $\frac{1}{2}$  Section 16, Township 45 North, Range 8 West, N.M.P.M., and described as Lots 1 through 7 and a portion of Lots 8 through 12, Donovan Subdivision, Ouray County, Colorado, and being further described as follows:

Beginning at the northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 16; thence S89°48'05"E along the north line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ , a distance of 559.30 ft.; thence S20°16'39"E, 1391.49 ft.; thence S87°27'02"W, 555.17 ft.; thence N89°58'06"W, 279.91 ft.; thence West, 32.25 ft. to a point on the easterly right-of-way line of U.S. Highway 550; thence the following courses along said easterly right-of-way line: N39°10'55"W, 510.19 ft.; 1149.73 ft. along the arc of a curve to the right having a radius of 12013.65 ft., a central angle of 05°29'00" and a long chord which bears N36°26'25"W, 1149.29 ft.; 11.72 ft. along the arc of a curve to the right having a radius of 1223.30 ft., a central angle of 00°32'56", and a long chord which bears N33°25'28"W, 11.72 ft. to a point on the north line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  said Section 16; thence N89°52'15"E, 836.69 ft. to the point of beginning, containing 35.130 acres.

MESA SURVEYING CO.

By William D. Wiley  
William D. Wiley, L.S. #12180





# MESA SURVEYING COMPANY

330 South 5th Street  
P.O. Box 1287  
Montrose, CO 81402  
(303) 249-7771

July 10, 1990

## Property Description of the Replat of Eastside Subdivision:

Situated in Section 16, Township 45 North, Range 8 West, N.M.P.M., and described as the Eastside Subdivision, EXCEPT Lot H, and EXCEPT that part of Eastside Subdivision dedicated to Ouray County as a part of County Road 12, and a portion of Lots 8 through 12, Donovan Subdivision, Ridgway, Colorado, and further described as follows:

Commencing at the east quarter corner of said Section 16; thence West, 1515.63 ft. to a drill steel with tag stamped LS10738 marking the southeast corner of Lot 13, said Donovan Subdivision; thence S89°54'59"W, 314.75 ft. to a drill steel with tag stamped LS10738 marking the northeast corner of the Eastside Subdivision and the true point of beginning; thence S00°02'39"W, 448.38 ft. to a rebar and survey cap stamped LS12062 marking a corner of said Eastside Subdivision; thence S39°13'01"E, 1088.07 ft.; thence S89°52'23"W, 468.35 ft. to a point on the easterly right-of-way line of U.S. Highway 550; thence N39°10'55"W along said easterly right-of-way line, 1291.49 ft.; thence leaving said easterly right-of-way line, N50°49'05"E, 150.00 ft.; thence N39°10'55"W, 120.63 ft.; thence 106.36 ft. along the arc of a curve to the left having a radius of 120.00 ft., a central angle of 50°47'02" and a long chord which bears N64°34'23"W, 102.91 ft.; thence N89°57'55"W, 136.65 ft. to a point on the aforementioned easterly right-of-way line of U.S. Highway 550; thence N39°10'55"W along said easterly right-of-way line, 76.41 ft.; thence S89°58'06"E, 279.91 ft.; thence N87°27'02"E, 555.17 ft.; thence S00°02'39"W, 25.00 ft. to the true point of beginning, containing 15.132 acres.

MESA SURVEYING CO.

By William D. Wiley  
William D. Wiley, L.S. #12180



147105

Filed this 24th day of July, 1990, at 3:25 o'clock P.M.  
Duly recorded in Book 215 Pages 870 thru 894  
Addie A. Sim, Ouray County ~~NONPROFIT~~ Recorder

ARTICLES OF INCORPORATION

FILED

OF

JUL 12 1990

RIDGWAY U.S.A. ASSOCIATION, INC. STATE OF COLORADO  
A COLORADO NON-PROFIT CORPORATION DEPARTMENT OF STATE

The undersigned natural person, being more than twenty-one years of age, and acting as incorporator, does hereby establish a non-profit corporation under and by virtue of the Colorado Non-Profit Corporation Act and adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is RIDGWAY U.S.A. ASSOCIATION, INC. (hereinafter "Corporation").

ARTICLE II

DURATION

The Corporation shall have perpetual existence.

ARTICLE III

PURPOSES AND POWERS

The nature of the Corporation and the objects and purposes for which the same is organized are as follows:

1. To be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions, and Restrictions (hereinafter "Declaration") for the Ridgway U.S.A. Development (hereinafter "Development") located in Ouray County, Colorado, which Declaration is recorded in the Office of the Clerk and Recorder of Ouray County, Colorado.

2. To acquire ownership of and title to certain easements, common areas, and other common elements appurtenant to the Development.

3. To maintain and operate the real and personal property referenced in Paragraph III(2), above, in perpetuity subject to such regular or special assessments or charges as may be required to defray the cost and expense thereof.

RM



I.

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.1 "Association" shall mean and refer to Ridgway U.S.A. Association, Inc., a Colorado Non-Profit Corporation. This is the Declaration of Covenants, Conditions, and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference.

1.2 "Board of the Association" or "Board" shall mean and refer to the Board of Directors of the Association or their duly-appointed representatives in accordance with the By-Laws, rules, and regulations of the Association.

1.3 "Building Area(s)" shall mean and refer to those portions of Lot 3 to be devoted from time to time to building improvements within the Building Envelope. Building improvements shall not exceed the Floor Area allocation for the Building Envelope within which the building improvement is constructed, except to the extent that a Floor Area allocation has been transferred from another Building Envelope as herein provided.

1.4 "Building Envelope" shall mean and refer to those areas of Lot 3 as shown on the Final Plat, within which Building Area(s) may be created. Upon the construction of a building within a Building Envelope according to the terms hereof, a Building Envelope shall be converted to Building Area and/or Common Area. Until a building is constructed, the Owner shall be the Owner of a Building Envelope.

1.5 "Common Area" shall mean and refer to all real and/or personal property that the Association and/or the Declarant owns for the common use and enjoyment of the members of the Association or any portion thereof, and all real and/or personal property within or in the vicinity of the Property in which the Association and/or the Declarant has an interest for the common use and development and enjoyment of the members of the Association, including, without limitation, a right of use (such as but not limited to easements for surface water collection and retention). The use of the Common Area shall be restricted to parking, park landscape, entry features, directional graphic system, drainage, landscape medians, security, safety, bicycle paths, roads, project lighting, water retention and collection facilities, and recreational purposes, or any other use to which a majority of the membership of the Association may accede. "Common Area" shall also mean and refer to all of those portions of Lot 3 except the Building Areas and shall include those portions of the Building Areas on Lot 3 which are not from time to time used or cannot under the terms of this Declaration be used

6. The Corporation is organized exclusively for the purposes of holding title to, managing, and maintaining the roads, common areas, and other common elements of the Development, and to enforce the provisions of the Declaration on a cooperative basis, and for doing all things necessary and proper therefor. At least 85 percent of the income to the Corporation shall be derived from assessments to members for the sole purpose of meeting expenses or losses and in full compliance with the applicable requirements of Section 501 of the Internal Revenue Code of 1954, as amended.

7. The Board of Directors of the Corporation shall be vested with the exclusive authority to authorize the President or the Vice President, with the attestation of the Secretary, to convey or encumber all or any part of the corporate property subject to the voting rights of members and mortgagees as contained in the Declaration.

#### ARTICLE IV

##### NON-PROFIT STATUS

1. No part of the income or net earnings of the Corporation shall inure to the benefit or be distributable to any member, director, or officer of the Corporation or any other corporation or private individual; however, reasonable compensation may be paid for services actually rendered to or for the Corporation; and any officer, director, agent, or employee, or any other person or corporation, may be reimbursed for expenses advanced, or incurred for the Corporation's benefit upon authorization of the Board of Directors. No member, director, or officer of the Corporation, nor any other corporation or private individual, shall be entitled to share in any distribution of any of the corporate assets upon dissolution of the Corporation or otherwise, except as hereinafter expressly set forth. No substantial part of the activities of the Corporation shall consist of carrying on lobbying activities, propaganda campaigns, or other activities designed to influence legislation. The Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office.

2. Upon dissolution of the Corporation, all of its assets remaining after payment of liabilities shall be paid over and transferred to one or more exempt organizations as are qualified for exemption from federal income taxes under Section 501 of the Internal Revenue Code, except that all common areas, and other property appurtenant to, used in connection with, or necessary for the convenient use and occupation of the real property of the members shall be returned, transferred, or conveyed to such members in accordance with the provisions of Article V of these Articles of Incorporation. The proceedings of dissolution shall be conducted in accordance with Article 26, Title 7 of the Colorado Revised Statutes, as amended.



3. Notwithstanding any other provision hereof, this Corporation shall not conduct or carry on any activities not permitted or receive any income which is prohibited under the applicable provisions of Section 501 of the Internal Revenue Code of 1954, as amended.

#### ARTICLE V

#### MEMBERSHIP

1. This Corporation shall be a membership corporation without shares of stock. The record owner or owners (including contract sellers, but excluding those having such interest merely as security for the performance of an obligation) of a fee simple title to any lot, building envelope, or building area (excluding common elements) within the Development shall be members of the Corporation. When more than one person or entity holds an interest in any lot, Building envelope, or building area, all such persons or entities shall be members of the Corporation; provided, however, that each lot, building envelope, or building area in the Development is entitled to only one membership in the Corporation, and the owner or owners thereof are subject to such rights and obligations as accrue to one membership in the Corporation. Membership shall be appurtenant to and may not be separated from ownership within the Development and shall transfer automatically to any transferee of any fee simple interest in any lot, building envelope, or building area therein.

2. Each member, other than those whose membership results from owning building envelopes or building areas in Lot 3, shall be entitled to one (1) vote, either in person or by proxy, for each one-thousandth (.001) of an acre in his or her lot, as shown on the final plat for the Development. For example, the owner of Lot 25, which comprises 0.441 acres, will be entitled to 441 votes.

Lot 3, which comprises 8.955 acres, will be allotted 8,955 votes. Those votes will be apportioned among the owners in Lot 3 as follows: For each individual owner, the number 8,955 will be multiplied by a fraction, the numerator of which will be the square footage of the owner's building envelope as shown on the final plat, whether or not a building has been constructed thereon, and the denominator of which shall be the total square footage of all the building envelopes in Lot 3, as shown on the final plat. Those calculations result in the following votes for each owner of a building envelope in Lot 3:

*1 VOTE PER (.001) ACRE*

<u>Building Envelope</u>	<u>Votes</u>
A	1,806
B	1,632
C	941
D	753
E	301
F	910
G	837
H	571
I	<u>1,204</u>
TOTAL	8,955

If a building envelope in Lot 3 is subdivided, the votes of each owner of a portion of the subdivided building envelope will be determined as follows: For each individual owner, the number of votes allotted to the applicable building envelope, as calculated above, will be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual owner's portion of the building envelope, whether or not a building has been constructed thereon, and the denominator of which shall be equal to the total square footage of the applicable building envelope. If the resulting numbers contain fractions less than one-half ( $1/2$ ), the numbers shall be rounded down. If the resulting numbers contain fractions of one-half ( $1/2$ ) or greater, the numbers shall be rounded up.

If a building area within a building envelope in Lot 3 is subdivided, the votes of each owner of a portion of the subdivided building area will be determined as follows: For each individual owner, the number of votes allotted to the applicable building envelope, as calculated above, will be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual owner's portion of the subdivided building area, and the denominator of which shall be equal to the total square footage in that building area. If the resulting numbers contain fractions less than one-half ( $1/2$ ), the numbers shall be rounded down. If the resulting numbers contain fractions of one-half ( $1/2$ ) or greater, they shall be rounded up.

In the election of Directors, each member shall have the right to vote the full number of his or her votes, a number of times equal to the number of Directors to be elected. Cumulative voting shall not be allowed.

3. Each member's ownership of land in the Development shall constitute and be construed as a proportionate right, title, and interest in and to the assets owned by the Corporation for the purposes of assessments required to carry out the purposes of the Corporation and in connection with liens pursuant to such assessments and the enforcement thereof. The Board of Directors shall have the power to make assessments in



accordance with the procedures set forth in the Declaration, and the owners shall be liable for such assessments.

#### ARTICLE VI

##### INITIAL REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation is P. O. Drawer 500, Ridgway, Colorado 81432. The name of its initial registered agent at such address is Robert N. Hunter, Jr. The business and affairs of such Corporation shall be conducted and carried on within the County of Ouray, State of Colorado. The principal office of the Corporation shall be located in the same place as the initial registered office.

#### ARTICLE VII

##### INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the Corporation shall consist of five (5) Directors who will serve until the first annual meeting of members or until their successors shall have been duly elected and qualified. The names and addresses of said initial Directors are as follows:

<u>Name</u>	<u>Address</u>
Robert N. Hunter, Jr.	P. O. Drawer 9 Ridgway, CO 81432
Robert N. Hunter, III	P. O. Drawer 316 Ridgway, CO 81432
Ralph E. Walchle	3500 County Road 12 Ridgway, CO 81432
Connie Jo Abshear	P. O. Box 333 Ridgway, CO 81432
Robert Allison	4229 County Road 24 Ridgway, CO 81432

The members of the Corporation shall indemnify and hold harmless the Directors to the fullest extent of the law.

147105

Filed this 24th day of July, 1990, at 3:25 o'clock P.M.  
Duly recorded in Book 215 Pages 870 thru 894  
Addie A. Sim, Ouray County Clerk & Recorder

ARTICLE VIII

INCORPORATOR

The incorporator of this Corporation is Robert N. Hunter, Jr., and his address is ~~P.O. Drawer 9~~, Ridgway, Colorado 81432.  
144 U.S. Highway 550

ARTICLE IX

AMENDMENTS

Except as herein otherwise specifically provided, amendments to these Articles of Incorporation shall be adopted, if at all, in the manner set forth in the By-Laws; provided, however, that no amendment to the Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

IN WITNESS WHEREOF, the undersigned has subscribed his name to the Articles of Incorporation of RIDGWAY U.S.A. ASSOCIATION, INC., a corporation not for profit, on this 26th day of June, 1990.

  
Robert N. Hunter, Jr.

STATE OF COLORADO     )  
                                  ) ss.  
County of Ouray         )

The foregoing instrument was acknowledged before me this 26th day of June, 1990, by Robert N. Hunter, Jr.

WITNESS my hand and official seal.

My Commission expires: August 16, 1993.

  
Notary Public



BY-LAWS  
OF  
RIDGWAY U.S.A. ASSOCIATION, INC.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1. Owners-Members. Membership in this Association shall be as set forth in the Declaration of Covenants, Conditions, and Restrictions (hereinafter "Declaration") for the Ridgway U.S.A. Association, Inc. as recorded in the Records of the Clerk and Recorder of Ouray County, Colorado, and in the Articles of Incorporation for this corporation.

Section 2. Right to Vote. Members shall have such voting rights as provided in the Declaration and in the Articles of Incorporation for this corporation.

Section 3. Proxies. Voting by proxy is hereby authorized, provided that all proxies shall be filed with the Secretary of the Association at least 48 hours prior to the time of any meeting.

Section 4. Quorum. One-third (1/3) of the members entitled to vote shall constitute a quorum for the transaction of any business of the Association, including the election of Directors.

Section 5. Adoption of Resolution. It shall require a vote of not less than the majority of the members present at a meeting in person or by proxy to adopt a resolution presented for adoption at a membership meeting.

ARTICLE II

MEMBERSHIP MEETING

Section 1. Annual Meeting. The annual meetings of the members of the Association shall be held on the third Saturday of September commencing with the year 1991, or on such other date and at such time and place as may be fixed by the Board of Directors.

Section 2. Special Meetings. Special meetings of members of the Association may be called by the President, or by resolution of the Board of Directors of the Association, or upon a petition signed by not less than 25 percent of the members

entitled to vote, the same having been presented to the Secretary. A notice of any special meeting shall state the time and place of the meeting and the purpose thereof. No business shall be transacted at any special meeting except as stated in such notice.

Section 3. Place of Meeting. Meetings, both regular and special, of the membership shall be held at such suitable place within Ouray County, Colorado, as may be designated by the Board of Directors of the Association.

Section 4. Notice of Meeting. Notice of the annual meeting of members of the Association, setting forth the place, date, and time of such meeting, shall be mailed to members entitled to vote at least fifteen (15) days prior to the date fixed for such meeting. Notices of special meetings shall be given to members entitled to vote at least five (5) days prior to such meeting. All such notices shall be mailed by the Secretary of the Association, postage prepaid, and addressed to the member entitled to vote at his or her last known address shown on the records of the Association. Notice of any meetings as required above shall be provided to any holder of a first mortgage on a lot, building envelope, or building area within the Ridgway U.S.A. Development upon receipt by the Association of a written request from such first mortgagee to receive all such notices.

Section 5. Adjourned Meetings. If any meeting of the members cannot be conducted for lack of a quorum at said meeting, either in person or by proxy, the President may adjourn the meeting to a later date not more than ten (10) days from the time of the original meeting.

Section 6. Order of Business. The order of business at the annual meeting of members shall be as follows:

- (a) Roll call of members present entitled to vote;
- (b) Inspection and verification of proxies;
- (c) Reading of minutes of the preceding annual meeting;
- (d) Report of officers;
- (e) President's report;
- (f) Committee reports;
- (g) Election of members of the Board of Directors;
- (h) Unfinished business;
- (i) Establishment of annual assessments;
- (j) New business.



### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs and business of the Association shall be conducted by a Board of Directors consisting of not less than three (3) nor more than five (5) members who shall be elected at the annual meeting by members of the Association. Members of the Board shall serve until their successors are duly elected and qualified.

Section 2. Election and Term of Office. At annual meetings of the membership of the Association to be held as herein provided, the terms of office of the Directors may be fixed for such period of time as the membership may determine, and such terms may be staggered; that is, various members may be elected for terms of different lengths so that there will be a carryover of old Directors after each annual meeting, provided that nothing herein shall prevent the election of a Director whose term has expired to a new term.

Section 3. Vacancies. Vacancies in the membership of the Board of Directors caused for any reason other than the removal of a Director by a vote of the membership as herein permitted shall be filled by a vote of a majority of the remaining Directors. Such a vote shall be valid even though the remaining Directors do not constitute a quorum. Each person so elected shall be a Director until his or her successor is elected at the next annual meeting of the membership.

Section 4. Removal of Directors. A Director may be removed from office, with or without cause, at any regular or special meeting duly called by a vote of a majority of the members entitled to vote. A successor may then and there be elected to fill the vacancy. The term of office of any Director shall be deemed expired and that office declared vacant when such Director ceases to be a member of the Association by reason of the transfer of his ownership of a lot, building envelope, or building area.

Section 5. Compensation. Directors shall not be paid any compensation for their services performed as such Directors, unless a resolution authorizing such remuneration is adopted by the Board of Directors of the Association and ratified by resolution of the membership. Directors may be reimbursed for actual expenses incurred in connection with their duty as Directors.

Section 6. Organization Meeting. Within a period of ninety (90) days following the election of newly-elected Board of Directors, an organization meeting of the Directors shall be held at a time and place fixed by the Directors, at which meeting officers of the Association shall be elected as provided in Article IV.

Section 7. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the President of the Association or by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors setting forth the place, date, and time of such meeting shall be given to each Director personally or by mail, telephone, or telegraph at least three (3) days prior to such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President or Secretary on 48 hours' notice to each Director given personally, by mail, telephone, or telegraph, which notice shall state the date, time, and place of the meeting and the purpose thereof.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the receipt of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Presence may be by telephonic communication in such a manner as all directors present may hear and speak with each other.

Section 10. Quorum. A majority of the Board of Directors then in office shall constitute a quorum for transaction of any business of the Association. Where such a quorum exists, the act of a majority of the Directors present shall be a valid and binding act of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting to a later date. If a quorum is present at the next meeting after the adjournment, any business that might have been transacted at the adjourned meeting may be transacted without further notice.

Section 11. Duties. The Board of Directors shall carry out the duties and manage the affairs of the Association pursuant to and in accordance with the Declaration and the Articles of Incorporation of the corporation.

Section 12. Indemnification. The members of the Board of Directors shall not be liable to the members of the Association for any mistake of judgment, negligence, or other act, except in the event of willful misconduct or malfeasance. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all liability to others arising out of contracts made by the Board of Directors on behalf of the Association and its members, and in connection with any acts performed pursuant to the Declaration, unless such Director or Directors are adjudged guilty of willful misconduct or malfeasance in the performance of their duties as Directors.



## ARTICLE IV

### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors. The offices of the Association may be combined, except that the President and Secretary shall not be the same person. Other officers or agents may be appointed or elected by the Board of Directors from time to time.

Section 2. Election of Officers. The officers shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President shall be able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall have the responsibility for keeping the minutes of all meetings of the Board of Directors and the Association and such correspondence as shall be necessary and such other duties as shall from time to time be imposed on him by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements of the Association and deposit its funds in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Indemnification. Officers of the Association shall be indemnified for any act they may perform upon behalf of the Association, in the same manner as herein provided for indemnification of members of the Board of Directors, to the fullest extent of the law.

#### ARTICLE V

##### RULES AND REGULATIONS

The Board of Directors may from time to time promulgate Rules and Regulations consistent with and in furtherance of the Declaration, the Articles, and the By-Laws of the Association.

#### ARTICLE VI

##### COMMON AREAS

Section 1. The ownership, uses of, liability for, injury to, and assessment for the expenses of common areas of the Development shall be as set out in the Declaration and Articles of Incorporation. Each member of the Association shall have an equal right to use the common areas of the Development in ways that do not interfere with the businesses of others or the enjoyment by other members or their guests of the same common areas. Members shall not erect any structures on, or otherwise make use of, common areas in ways that would be offensive or obnoxious to other members.

#### ARTICLE VII

##### ASSESSMENTS

Section 1. Costs. Each member of the corporation shall be subject to an annual prorata assessment for the maintenance and operating expenses of the corporation as calculated under the Declaration. Such assessments may include payment of the debts of the corporation and interest thereon and the cost of extensions, additions, and improvements to common areas, common elements, and all other property owned or acquired by the corporation, as well as all other expenses of the corporation. Members shall be solely responsible for all costs and expenses related to their individual lots, building envelopes, and building areas and shall be liable for all other assessments of the corporation.

Section 2. Levy of Assessments. The amount of the annual assessment shall be determined by a vote of the members of the corporation at their annual meeting. The members of the corporation shall have the power at any special meeting of the members called for that purpose to levy additional assessments



necessary to meet the obligations of the corporation. The Board of Directors may by resolution establish rules and regulations concerning the operation of any particular aspect of the corporation, including utilities, parking, maintenance, and other matters. The Board may also levy such initiation assessments, monthly assessments, and other charges as it deems necessary and appropriate.

Section 3. Enforcement. The members, when levying any assessment, shall fix the date at which the assessment shall be due and payable. Any such assessment shall become delinquent thirty (30) days after the date so fixed, and thereafter such assessment shall bear interest at the rate of 18 percent per annum until paid. Members who are in arrears in the payment of any assessment (annual, monthly, or special) shall not receive, or be entitled to receive, any service for which the assessment is due. All past due assessments shall be and become a lien against all real property owned by the delinquent member, and the corporation shall have the right to institute foreclosure proceedings or prosecute a civil action against any delinquent member to recover the amount of any assessment which is delinquent, together with interest thereon, costs, and reasonable attorney's fees.

## ARTICLE VIII

### BOOKS AND RECORDS - INSPECTION

Section 1. Books and Records. The Board of Directors shall cause to be maintained at the principal office of the Association complete books of account of the affairs of the Association. The books shall include minutes of the proceedings of the Association and a current record of the names and addresses of those members entitled to vote.

Section 2. Inspection. Such books of account shall be open to inspection upon the written demand of any member or holder of a first mortgage on any lot for a purpose reasonably related to his or her interest as such owner or mortgagee and shall be exhibited to such owner or mortgagee at any reasonable time upon reasonable request made to the Board of Directors. Such inspection by any owner or mortgagee may be made in person, or by his agent or his attorney, and the right of inspection includes the right to make extracts and perform audits. All of the foregoing shall be at the expense of the owner or mortgagee requesting such inspection. Requests for inspection shall be made in writing directed to the President, Secretary, or to the Board of Directors.

ARTICLE IX

SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, state of incorporation, and the word "Seal".

ARTICLE X

AMENDMENT

These By-Laws may be amended by a majority vote of the Board of Directors at any regular meeting or at any special meeting called for such purpose. The notice of the meeting to amend the By-Laws shall specify the proposed amendment in such notice. No By-Laws shall be amended nor shall supplemental By-Laws be added hereto which shall be in conflict with the statutes of the State of Colorado or the conditions, provisions, and terms of the Declaration or the Articles of Incorporation of the corporation.

ARTICLE XI

AMENDMENT TO ARTICLES OF INCORPORATION

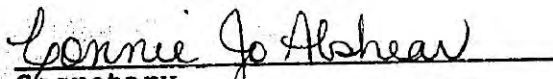
If the Board of Directors deems it necessary to amend the Articles of Incorporation, it shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members entitled to vote thereon, which may either be an annual or special meeting. The question of whether to adopt an amendment shall also be submitted whenever at least one-twentieth (1/20) of the members entitled to vote thereon so request. Written notice setting forth the proposed amendment or a summary of the changes effected thereby shall be given to each member entitled to vote at such meeting within the time and in the manner established in these By-Laws for the giving of notice of meetings of members. The proposed amendment shall be adopted by a two-thirds (2/3) affirmative vote of the members entitled to vote at the meeting in person or by proxy.



The foregoing By-Laws were duly adopted at a meeting of the Board of Directors held the 5TH day of JULY, 1990.

  
President

ATTEST:

  
Secretary

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## 7-4-5 SUBDIVISION PROCEDURE.

The subdivision of land shall be accomplished in accordance with the following procedures, unless an alternate procedure is authorized by these regulations.

(A) Informal Review and Sketch Plan:

- (1) The subdivider is encouraged to consult informally prior to submitting a sketch plan with the Planning Commission. No fee shall be required for such review or discussions of any plans or data concerning the proposed subdivision. The Town shall not be bound by virtue of any discussions during the informal review stage. The proposal shall be consistent with the town standards and will be reviewed on the following basis:
  - (a) Conformance with the master plan and zoning regulations; **Zoning is General Commercial and in Conformance with Master Plan.**
  - (b) Relationship of development to topography, soils, drainage, flooding, potential natural hazard areas and other physical characteristics; **Existing & Revised Plan, as proposed, is relatively flat – approximately an even 0.5% general slope to the North and drains into Irrigation channel and into Ridgway Land Company Pond/Well. Soils are Gravel, Sandy, Clayey Mix, Medium Density and Water Table is, on average, around 7' – 8' deep. No Hazards that we know of. Surface of Site does drain well throughout the year.**
  - (c) Availability of water, means of sewage collection and treatment, access and other utilities and services; **Water system, Sewage System, Electric System w-Transformers, and Natural Gas Services all exist. Some minor alterations are proposed.**
  - (d) Compatibility with the natural environment, wildlife, vegetation and unique natural features; and **This parcel was developed near 30 years ago. There are a few large trees which will be preserved in their locations or transplanted. Parcel is covered in native field grass.**
  - (e) Public costs, inefficiencies, and tax hardships. **As site exists – I would see the parcel as more of a liability to the Town... As a developed site with extensive infrastructure that is not being used to generate any public benefit. I only see an underutilized site that generates only a small amount of tax revenue base for the town. The rental housing, we are proposing is certainly a benefit and would only help community viability.**
- (2) Following informal review, a sketch plan shall be submitted which contains at a minimum the following:
  - (a) The sketch plan shall be submitted to the Planning Commission at least 21 days before the regular meeting of the Planning Commission at which the subdivider desires it to be considered. **Monday, March 21 for Tuesday, April 26<sup>th</sup>**
  - (b) Four copies of the sketch plan shall be filed along with one copy of supporting plans and data, accompanied by a filing fee in the amount set by Subsection 7-4-12. **\$300 plus \$10 per Lot / Unit = 36 Apartments = \$360.00, 6 Employee Housing = \$60.00, 20 Condo Units = \$200.00, 10 Commercial Units = \$100.00, 1 Restaurant Unit = \$10.00. Total Fee submitting = \$1,030.00.** In addition, the subdivider shall reimburse the Town for costs as provided in Subsection 7-4-12.
  - (c) A vicinity/topographical map, drawn at an appropriate scale, showing the project location, zoning, and land use of all lands within 300 feet **(See Page 1 of 15 in Attached Package – Framed in Red)** of any property boundary owned by or under option to the subdivider.



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(d) A letter from the subdivider requesting sketch plan review, which shall include brief summary “Attached” statements or attachments as follows:

1. Disclosure of ownership, a certificate from a title insurance company or attorney licensed in the State of Colorado must be submitted, which shall set forth a legal description of the property, the names of all owners of property included in the sketch map and shall include a list of all mortgages, judgments, liens, contracts or agreements of record. in Ouray County which affect the property covered by such plan. If the certificate of the title discloses any of the above, then, at the option of the commission, the owners or holders of such mortgages, judgments, liens, contracts, easements, or agreements shall be required to consent to and approve the application before the plan is acted upon by the commission.

See the following Attachments:

- 1) Lot 3 PUD Final Plat Map
  - 2) Owner Authorization Letter
  - 3) Ridgway Land Company Subdivision - Plat Restrictions
  - 4) Ridgway Land Company Subdivision – Subdivision Improvements and Lien Agreement
  - 5) Annexation and Utility Extension Agreement and declaration of Covenants
2. Total number of proposed dwelling units, and maximum occupancy.  
  
Westside Apartments – 36 Units – 24 One Bdrm Units, 12 Two Bdrm Units  
Eastside Mixed Use – 20 Units Condo’s – 2<sup>nd</sup> & 3<sup>rd</sup> Floor  
– 6 Units Employee – 1st & 2nd Floor
  3. 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. See Pages 4,5 & 6 of 15 in Attached Package
  4. Estimated total number of gallons per day of sewage to be treated and means for sewage disposal. See Page 4,5 & 6 of 15 in Attached Package
  5. Availability of electricity, natural gas and other utilities necessary or proposed to serve the subdivision. All Utilities Exist – Only Proposing a few Changes – See Pages 4 & 5 of 15 in Attached Package
  6. Estimated construction cost and proposed method for financing of the streets and related facilities, water distribution system, sewage collection system, drainage facilities and such other utilities and improvements as may be necessary. “This will be determined once we have some further feedback from P&Z and Staff
  7. Evidence of legal access to the property. See Existing Lot 3 PUD Plat Attached

(e) The sketch plan shall contain the following:

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 200 feet. The map shall

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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. See Existing Lot 3 PUD Plat Attached

2. A conceptual drawing of the lot and street layout indicating the approximate area and number of individual lots and access to the property. See Page 1 of 15 in Attached Package – Note Parking Calc's in Upper Left of Page
3. Provisions for sufficient off-street parking, school bus stops to be approved by the school district, and mailbox locations to be approved by the U.S. Postal Service. See Notes for School Bus & Mailbox Locations on Page 1 of 15 in Attached Pages

(Ord. 12-2008)

4. Site problems, poor drainage, flood plain, wetlands or natural and geologic hazards. Surface Drainage is good – No Wetlands (See Pages 2 & 3 of 15 in Attached Package – with 100 Year Flood & Retention Calc's
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. See Existing Utility Easements per Lot 3 PUD Final Plat and Page 7 of 15 Attached Package
6. Demonstrate compatibility with natural features. Our Plan conforms to Existing Lot 3 PUD Plat & Grades... Also, Drainage is Flowing with the Natural Grade Flow
7. Total acreage of the tract. (8.995 Acres)
8. Existing and proposed zoning district boundary lines. Same as Existing Lot 3 PUD Attached Plat
9. General land use divisions including residential types, commercial, industrial, parks, open space and community facilities, including the proposals' relevance to underlining zoning. See Page 3 of 15 in Attached Package
10. Type and layout of all proposed infrastructure including streets, utilities, water and sewer systems, and impact on existing systems. All Roads & Parking to be Asphalt, Sidewalks Curb & Gutter to be Concrete, 90% of all utilities already exist with few additions – As shown on Pages 4 & 5 of 15 in Attached Package.
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. All Private Roads & Parking, All Walking Paths, Access to and around Lower Floor Commercial Spaces Surrounding Eastside Mixed Use Area.
12. Existing and proposed land use patterns, including street system, of both the tract proposed for development and immediately adjacent land. Land Use Patterns Exist and are in Place including Main Roads.
13. Documents required by Section 7-6 of the Ridgway Municipal Code.



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(Ord. 12-2008)

- (f) The Planning Commission shall approve, conditionally approve or disapprove the sketch plan after the plan has been submitted in full compliance with all submittal requirements to the Commission. If the sketch plan is disapproved, the reason for disapproval shall be included in the minutes of the Planning Commission's proceedings and provided to the subdivider in writing upon request. The sketch plan shall be disapproved if it or the proposed improvements and required submittals are inadequate or do not comply with the requirements of these Regulations. Approval of a sketch plan shall lapse automatically in six months from the date of submittal, unless a preliminary plat is submitted.
- (8) The subdivider shall send a notice, at least 30 days prior to the Planning Commission's hearing or consideration, to mineral estate owners, by certified mail, return receipt requested, or a nationally recognized overnight courier, in accordance with the requirements of C.R.S. 24-65.5-103(1). A copy of the notice shall be given to the Town along with the subdividers certification of compliance with said notification requirements. Provided this notice is not required if notice was previously sent and such certification previously provided with respect to the same surface development, or the application is only platting an additional single lot, unless a mineral estate owner has requested notice pursuant to C.R.S. 24-6-402(7). **We would contend here... that notice would not be needed as there is an existing PUD Plat???**

(Ord. 4-2009)

(B) Preliminary Plat:

- (1) The preliminary plat shall be submitted, together with all other documents required by this subsection (B), to the Town at least 30 days before the regular meeting of the Planning Commission at which the subdivider desires it to be considered. The Town staff will review the submittals and advise the subdivider of any material deficiencies. The Town staff will schedule it for a Planning Commission agenda once it determines that the submittals, as submitted and as supplemented pursuant to staff request for deficient material, have been submitted in substantial conformity with the requirements of this subsection (B). In order to be scheduled for an upcoming Planning Commission meeting, substantially conforming submittals, including information noted by staff as deficient, must have been received at least seven days prior to the day on which the agenda for that meeting is to be distributed.

(Ord. 12-2008)

- (2) Three 22" x 34" copies and one electronic copy of the preliminary plat shall be filed, along with one 22" x 34" copy and one electronic copy of the engineering plans, and one paper copy and one electronic copy of all other supporting documents, accompanied by a filing fee in the amount set by Subsection 7-4-12. In addition, the subdivider shall reimburse the Town for costs as provided in Subsection 7-4-12. Electronic copies may be a pdf or other form compatible with Town equipment.

(Ord. 12-2008)

- (3) The Town may send copies of the plat to entities as appropriate including:
  - (a) School District.
  - (b) Power Company.
  - (c) Telephone Company.

- 
- (d) CATV Company.
  - (e) Fire District.
  - (f) Ouray County.
  - (g) Colorado Department of Highways.
  - (h) District 10.
  - (i) Division Engineer.
  - (j) Affected Ditch Companies.
  - (k) Natural Gas Company.

(Ord. 12-2008)

- (l) Emergency Response Coordinator.

(Ord. 12-2008)

- (m) U.S. Postal Service.

(Ord. 12-2008)

- (4) The preliminary plat, plans, submittals, and proposed improvements shall comply with all of the requirements of these Subdivision Regulations and other applicable Town Design and Construction Specifications and Standards. The plat shall be drawn to a scale of not less than one inch equals 100 feet.
- (5) The preliminary plat shall contain at a minimum the following:
  - (a) The name of the subdivision, date of the preparation of the map, name and address of the engineer or surveyor preparing the plat, and total area of the subdivision.
  - (b) The scale used and direction of true north.
  - (c) The location and dimensions of all existing and proposed streets, alleys and easements, streetlights, street signs and other improvements.
  - (d) The location of water courses, including lakes, swamps, ditches, floodprone areas; the location of existing utility lines, pipes, poles, towers, culverts, drains, and drainage ways.
  - (e) The location, size and dimension of all lots and blocks, and the location of properties and easements to be reserved for particular uses or to be dedicated to the Town.
  - (f) Five-foot elevation contours at a minimum.
  - (g) Any building setback lines, height restrictions, or other building or use restrictions.
  - (h) A vicinity sketch map.
  - (i) An indication of the total area of streets and alleys, area of lots and area of any property dedicated to public or other uses.
- (6) Accompanying the preliminary plat or included upon it shall be plans, drawings or information for the following:
  - (a) Plans for any proposed sanitary sewer system showing location, grade, pipe sizes and invert elevations.



- 
- (b) Plans for the water system and fire protection system showing locations, pipe sizes, valves, storage tanks and fire hydrants.
  - (c) Plans for the storm drainage system showing location, pipe sizes, drains, surface drainage ways and discharge points.
  - (d) Plans for proposed streets, alleys, sidewalks, curbs and gutters, lighting, bike paths and walkways showing the grade and cross section, and plans for any other proposed public improvements.

(Ord. 12-2008)

- (e) The subdivider shall send a notice, at least 30 days prior to the Planning Commission's hearing or consideration, to mineral estate owners, by certified mail, return receipt requested, or a nationally recognized overnight courier, in accordance with the requirements of C.R.S. 24-65.5-103(1). A copy of the notice shall be given to the Town along with the subdividers certification of compliance with said notification requirements. Provided this notice is not required if notice was previously sent and such certification previously provided with respect to the same surface development, or the application is only for platting an additional single lot, unless a mineral estate owner has requested notice pursuant to C.R.S. 24-6-402(7).

(Ord. 4-2009)

- (f) Any proposed covenants, condominium declaration or articles of incorporation and by-laws for any homeowners' association, or contracts for maintenance of improvements.
- (g) A soils report prepared by a geologist or licensed qualified engineer which addresses building foundation design requirements shall be submitted where geologic hazards and considerations dictate the need for such analysis.
- (h) Written approval or access permit from the State Department of Highways for any access to highways under its jurisdiction, directly from any lot and for any new street serving the subdivision which intersects with a State highway.
- (i) Estimated water consumption and sewage generation.
- (j) Description of any geologic hazards.
- (k) A landscaping plan pursuant to RMC 7-7-4(A), shall be submitted for all preliminary plats as required by Subsection 7-7-3.

(Ord. 12-2008) ( Ord. 06-2021 )

- (l) A list of proposed uses for each lot consistent with Town Zoning Regulations.

(Ord. 12-2008)

- (m) For all parcels located in the Uncompahgre River Overlay District, excluding subdivisions of existing structures that do not include any additional site development, an Ecological Characterization Study completed by a professional qualified in the areas of ecology, wildlife biology or other relevant discipline. The ecological characterization study shall describe, without limitation, the following:
  - 1. The boundary of wetlands and riparian areas and a description of the ecological functions and characteristics provided by those wetlands and riparian areas;

- 
2. The pattern, species and location of any significant native trees and other native site vegetation;
  3. The pattern, species and location of any significant non-native trees and non-native site vegetation that contribute to the site's ecological, shade, canopy, aesthetic and cooling value;
  4. The top of bank and High-Water Mark of any perennial stream or body of water on the site;
  5. The wildlife use of the area showing the species of wildlife using the area, the times or seasons that the area is used by those species and the "value" (meaning feeding, watering, cover, nesting, roosting, perching) that the area provides for such wildlife species;
  6. Special habitat features;
  7. Wildlife movement corridors;
  8. The general ecological functions provided by the site and its features;
  9. Any issues regarding the timing of development-related activities stemming from the ecological character of the area;
  10. Any measures needed to mitigate the projected adverse impacts of the development project on natural habitats and features along the Uncompahgre River corridor; and
  11. Twenty-five-foot and 75-foot development setback area from the High-Water Mark.

(Ord. 1-2018)

- (7) Repealed by Ord. 4-2009.
- (8) The Planning Commission may approve, conditionally approve or disapprove the preliminary plat. It may continue its consideration of the plat to another meeting when additional time is needed, or to allow the subdivider time to revise or supplement the plan to bring it into compliance with these regulations or proposed conditions of approval. The reason for continuance, disapproval, or any conditions of approval, shall be included in the minutes of the Planning Commission's proceedings and provided to the subdivider in writing upon request. Consideration of the matter may also be continued upon the subdividers request. The plat may be disapproved if it or the proposed improvements and required submittals are inadequate or do not comply with the requirements of these Regulations.

(Ord. 12-2008)

- (9) The Planning Commission's decision shall be submitted to the Town Council as a recommendation along with the plat for review at its next regular meeting. The Town Council shall issue its decision approving, conditionally approving or disapproving the plat, based upon compliance with the provisions of these regulations. The Town Council may continue its consideration of the preliminary plat until such time as proposed conditions for approval, are met by the subdivider.

(Ord. 12-2008)



- 
- (10) Except as otherwise expressly provided by the Town Council, all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved.

(C) Final Plat:

- (1) (a) No land shall be subdivided, no proposed lot may be sold or conveyed, and no occupancy permit for any building or unit on a pending subdivision or PUD shall be issued, until the final plat has been approved in accordance with this Subsection and recorded.

(Ord. 6-2010)

- (b) No building permit shall be issued for a building which is intended to be on a lot to be created by a pending subdivision, until such subdivision is approved and recorded.

(Ord. 6-2010)

- (c) No final plat may be scheduled for a Planning Commission hearing more than two years after approval of the preliminary plat, without resubmitting the preliminary plat for review pursuant to subsection 7-4-5(B) unless;

1. Within two years of approval of a final plat of a previous filing, or
2. The Town Council authorizes an extension for good cause shown, such as adverse market conditions, in conjunction with substantial progress on infrastructure and approval of a final plat of previous filings in accordance with an approved phasing plan.

(Ord. 6-2010)

- (d) The final plat shall be substantially consistent with the preliminary plat as approved. Alterations to lot lines, easements and rights of way which do not have consequential impact and which do not change the number of lots or density within the plat will be deemed substantially consistent.

(Ord. 6-2010)

- (2) The following shall be submitted at least 30 days prior to the Planning Commission meeting at which the subdivider wishes to have the plat considered:

- (a) Application for hearing and fee as set by Subsection 7-4-12,
- (b) Three 22" x 34" copies and one electronic copy of the final plat,
- (c) One paper copy and one electronic copy of all supporting documents.

(Ord. 6-2009)

- (3) The final plat shall comply with the requirements for the preliminary plat, except as modified by this Subsection, and shall include the following additional information:

- (a) A legal description of the subdivision and sufficient data to determine easily and reproduce on the ground the location, bearing and length of every street line, boundary line, block line, lot line, and building line, whether curved or straight, including the radius, central angle and tangent distance for the center line of curved streets. Other curved lines shall show arc or chord distance and radius. All dimensions shall be to the nearest 100th of a foot and all angles to the nearest minute. The plat shall meet all statutory requirements.

- 
- (b) Total acreage of public streets and alleys, designation of easements, streets, alleys and other property dedicated for public use.
  - (c) Lot and block numbers and lot areas.
  - (d) Plat Certificates in a format approved by the Town including:
    - 1. Certificates of approval for the Planning Commission and Town Council, and Town Attorney;
    - 2. A certificate of ownership and dedication notarized and executed by all surface owners, and lien holders' certificates joining in the dedications, subdivision improvements agreement and subdivision;
    - 3. The location of all monuments and a certificate of a registered land surveyor attesting to the accuracy of the survey, plat and placement of monuments in compliance with state law and these regulations;
    - 4. A certificate of an attorney that the title to the property is in the name of those parties executing the certificate of ownership and dedication and that the property dedicated is free and clear of all liens and encumbrances;
    - 5. A certificate of a licensed professional engineer that the water, sewer, fire protection, drainage systems, and streets have been designed in accordance with all applicable requirements of Town specifications and standards, and constructed in accordance with plans approved by the Town;
    - 6. A certificate of recording to be executed by the County Clerk and Recorder;
    - 7. A certificate of completed improvements;
    - 8. Other appropriate certificates.
  - (e) A vicinity sketch map;
  - (f) Plat notes requiring all outdoor lighting fixtures to comply with Town regulations;
  - (g) A plat note indicating the maximum number of residential units within the subdivision pursuant to subsection 3-4-1(D);
  - (h) Other required plat notes in a format provided by or approved by the Town.

(Ord. 6-2009)

- (4) The final plat and accompanying plans shall be drawn to a scale of not less than one inch equals 100 feet.

(Ord. 6-2009)

- (5) The following, updated in accordance with requirements and conditions of preliminary plat approval, shall be submitted with the plat:
  - (a) As-built plans containing information as required by the Town specifications and regulations, for water, sewer, electricity, gas, telephone and drainage systems, along with any other available as built plans. "As-built" plans for any other required improvements not completed at the time the final plat is submitted shall be submitted, reviewed and approved by the Town prior to final acceptance of the improvements by the Town.
  - (b) A draft subdivision improvements agreement on a form provided by the Town including all improvements required for the subdivision whether completed or not.



- 
- (c) A copy of any restrictive covenants, condominium declarations, and articles of incorporation and by-laws of any owners' association applicable to the subdivision or lots therein.
  - (d) The subdivider shall send a notice, at least 30 days prior to the Planning Commission's hearing or consideration, to mineral estate owners, by certified mail, return receipt requested, or a nationally recognized overnight courier, in accordance with the requirements of C.R.S. 24-65.5-103(1). A copy of the notice shall be given to the Town along with the subdividers certification of compliance with said notification requirements. Provided, this notice is not required if notice was previously sent and such certification previously provided with respect to the same surface development, or the application is only for platting an additional single lot, unless a mineral estate owner has requested notice pursuant to C.R.S. 24-6-402(7).
  - (e) Payments of all amounts billed by the Town and due to date pursuant to subsection 7-4-12(B).
  - (f) A list of proposed uses for each lot consistent with Town zoning regulations.
  - (g) Applications for water and sewer taps adequate to serve the proposed use for each lot on the final plat, provided however, this shall not apply to subdivisions for which tap prepayment agreements have been approved prior to September 15, 1992.

(Ord. 6-2009)

- (6) The Town staff shall apply the following procedures in the final plat submittal process:
  - (a) Once all amounts due pursuant to subsection 7-4-12(B) have been received, the Town staff will review the plat and submittals and advise the subdivider of any material deficiencies.
  - (b) The Town staff will schedule it for a Planning Commission agenda once it is able to determine, at least ten days in advance of a meeting, that the submittals, as supplemented pursuant to staff request for correction of deficiencies, are in substantial conformity with the requirements of this Subsection (C), all applicable conditions of preliminary plat approval have been met, and the street base, lights and traffic control devices, and water, sewer, electricity, gas, telephone and drainage systems, have been completed, inspected, approved and accepted by the Town, and final approved as-builts for the water, sewer, electricity, gas and drainage systems, have been received and approved by the Town.

(Ord. 6-2009)

- (7) The Planning Commission may approve, conditionally approve or disapprove the final plat. It may continue its consideration of the plat to another meeting when additional time is needed, or to allow the subdivider time to revise or supplement the plat and related documents to bring it into compliance with these regulations or proposed conditions of approval. The reason for continuance, disapproval, or any conditions of approval, shall be included in the minutes of the Planning Commission's proceedings and provided to the subdivider in writing upon request. Consideration of the matter may also be continued upon the subdividers request. The plat may be disapproved if it or the proposed improvements and required submittals are inadequate or do not comply with the requirements of these regulations or proposed conditions of approval.

(Ord. 6-2009)

- (8) The following Planning Commission outcomes shall apply:

- 
- (a) A Planning Commission recommendation of disapproval shall be submitted to the Town Council along with the plat for review at the next regular meeting.
  - (b) A Planning Commission recommendation of approval, with or without conditions, shall be submitted to the Town Council once the following are met:
    - 1. 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;
    - 2. Compliance with all Planning Commission conditions of approval except those subject to a good faith dispute;
    - 3. Payment of all costs due to date pursuant to subsection 7-4-12(B), recording fees, development excise taxes, tap fees and other amounts due the Town.

(Ord. 6-2009)

- (9) The Town Council shall issue its decision approving, conditionally approving or disapproving the plat, based upon compliance with the provisions of these regulations. The Town Council may continue its consideration of the plat until such time as any proposed requirements for approval, are met by the subdivider. Consideration of the matter may also be continued upon the subdividers request. Except as otherwise expressly provided by the Town Council, all other conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved. Unless expressly authorized by the Town Council, the final plat shall not be recorded until all conditions of approval have been met. Following approval by the Town Council and compliance with any conditions of approval, the final plat shall be executed by Town Officials and recorded with the County Clerk and Recorder by the Town Clerk the cost of which shall be advanced by the subdivider.

(Ord. 6-2009)



Re: Sketch Plan Submittal Letter for Lot 3 PUD

Town of Ridgway Planning & Zoning:

Hi All,

Wow... Were to start with this one...

Our intention is to find a way, with cooperation from Staff & P&Z, to get past the multitude of obstacles that seem to be in the way of Developing Lot 3 PUD. I hope it is recognized by all... that the existing Plat reflects 30-year-old concept has not worked, and certainly not a market relevant project going forward. Our intent with applying for this Sketch Plan Hearing, is to begin the path forward for a new concept that can utilized as much of the existing infrastructure as possible and resolve some of the “skeletons in the closet” regarding this parcel.

**Some of the considerations and benefits that we would like to discuss and receive initial feedback from P&Z and the Public:**

- 1) We believe this parcel has the best and safest... vehicle traffic loading on & off from our busy highways and it is one of the only parcels in town that is suitable for a higher density housing and further mixed-use commercial development. Our Plan has significant on & off-street parking along with adequate feeder roads to accommodate higher density housing along with Mixed-Use Commercial.
- 2) Lot 3 PUD has access from a significant investment into paved town roads within the Ridgway Land Company Development. Along with significant investment in approved town sewer and water infrastructure. This infrastructure is not generating the tax base or systems support that it could. In fact... to the contrary... it costs the town quite a bit each year to maintain and provide snow removal for these roads.
- 3) Development of this parcel will bring near \$1 million into the town’s Water & Sewer System entities from Water & Sewer Tap Fees from systems that already exist.
- 4) We have some opportunity to help support our town workforce with a 36 Unit rental apartment complex along with some employer based... employee housing.
- 5) We believe our Mix-Use Area complex can add a generous 20,000 SF of modern & reliable commercial space along with our higher end condo units above. Our Mixed-Use Area does need to be 3 story to offset some of the cost of the 2 story apartments planned. One of the accommodations we are proposing... is to help the adjoining “Pondo” owners maintain as much of their mountain views as possible with our 2 story Apartments design. We believe the Apartments proposed with their staggered footprints are of a proper scale and will be a good-looking profile, as seen from the highway. (Full computer-generated views will be available and distributed before our April 26 meeting). (Please see Pages 13, 14 & 15 of attached Sketch Plan Package to see - 3D superimposed views of our proposed buildings... Views originate standing on the pedestrian path at near the middle of each “Pondo” building shown). Colors and architecture represented here... is only to bring some scale. Much more refinement to come with architecture, colors, and computer modeling.

- 6) We are confident that we can handle our 100-year Flood Retention Requirements as we work through that engineering with staff. See preliminary plan on Page 2 of our package. Retention calc's on Page 3 will be worked out and confirmed with staff. Please note on Page 3 at the bottom right of the Built Footprint / Green Space Spreadsheet... Hard Surface Built Footprint is near 4 Acres or 45% of the whole 8.955 acres and Green Space totaling near 5 Acres or 55%.
- 7) Page 4 represents preliminary thoughts regarding the existing utilities along with additions / alterations to the existing systems. Obviously, this is to be worked out with staff. We propose to work with staff towards solutions for the towns desire to eventually convert from the existing lift / pump station, that exists on Lot 3 PUD, and a conversion to a gravity flow extension, staff has proposed.
- 8) Pages 5 & 6 are some narratives and supporting spread sheets for staff consideration of the proposed changes to the existing sewer & water systems. Including volume calculations for proposed Water Use & Sewer system flows / capacity.
- 9) Page 7 represents existing utilities, as built, to support staff's consideration.
- 10) Pages 8 & 9 represent some very preliminary Design & Floor Plans for Mixed-Use Buildings. We propose to stay within the dimensions and heights represented here. Final designs will be much more exciting. These preliminary dimensional designs where needed to be established the calculations needed for 100-Year Flood retention.
- 11) Pages 10 & 11 represent our preliminary restaurant & rooftop pool concept in our Mixed-Use Plan.
- 12) Page 12 represents the basic look and floor plans for our Westside apartment complex and will be further detailed as we progress.
- 13) Pages 13, 14 & 15... These are very preliminary views and are meant to represent the view corridors and scale as seen from the "Pondo's".
- 14) How can the Town help to bring one of the most significant pieces of zoned & Improved Land in Town... towards completion and a viable Tax generating base?

**Some of the problem areas that need solutions:**

- 1) The ReMax Building is 25' to the North and 6' to the East outside of its original approved plat pad. (See existing footprint, as built, represented in dashed red lines at the lower right of our Page 1 Site Plan). I am talking with Shelly Dackonish (Our Real-Estate & Land-Use Attorney) for some thoughts on the best way to model our proposed new PUD Plat with the Remax building encroachment... I would propose she work directly with Bo and TJ for planning the best way to structure the New PUD and New or Amended C, C, R's and such.
- 2) Please see Page 16... The question here is: are we better off creating 4 exclusive-use larger Pads in a PUD process... with Area 3 being for developing Mixed-Use area and its own responsibility to Maintain... likewise Area 2 for Apartments, and Area 1 for Remax. Area 4 would be primarily a common element for main road & retention pond. We would propose this road be privately owned & maintained. Note: I would propose that the required parking be dedicated to and maintained per each area.



- 3) The intersection at the signal and about a half block east... on Hunter Parkway... has a stormwater drainage system that is dysfunctional and could be dangerous to traffic traveling at higher speeds through the signal, on a green light during heavy rains. This needs to be addressed. I believe that a bar ditch that received the storm water flow from this drain system may have been back filled... or a drainage sump system is too small or has not been maintained. I hope to work with staff to see if town has any records. Engineers as-builts show inlets & piping... yet I can't find a drainage outlet. I do know, the concern has been there for years, and town maintenance staff has tried to clear it with no luck.
- 4) We need to understand what has happened with some of the missing infrastructure items that were committed to... by the developer... in their "Annexation and Utility Extension Agreement with Town" ... along with the status of "Irrevocable Line of Credit" required for Final Plat. As an example, the "back-up generator for the lift station", that does not exist and the status of, "the creation of an Improvement District", required in the recorded "Ridgway Land Company Subdivision Plat Restriction". This agreement was to complete the sidewalks along Hunter Parkway (Partially Done), and Cimarron Drive (Not Done).

Thank You,

Joe Nelson

**Owners Agent Authorization for Ridgway Land Company LLLP, Lot PUD**

Aug 3, 2021

I hereby authorize Jack B. Young and Joseph Nelson DBA 2 Build Ridgway LLC to act as our owners agent for Lot 3 PUD, in all matters creating the first amendment to the Lot 3 PUD with the Town of Ridgway. 2 Build Ridgway LLC will be the developers of the property.

Managing Partner, Ridgway Land Company

A handwritten signature in black ink, appearing to read 'Rob Hunter', is written over the printed name.

Rob Hunter

Aug 3, 2021

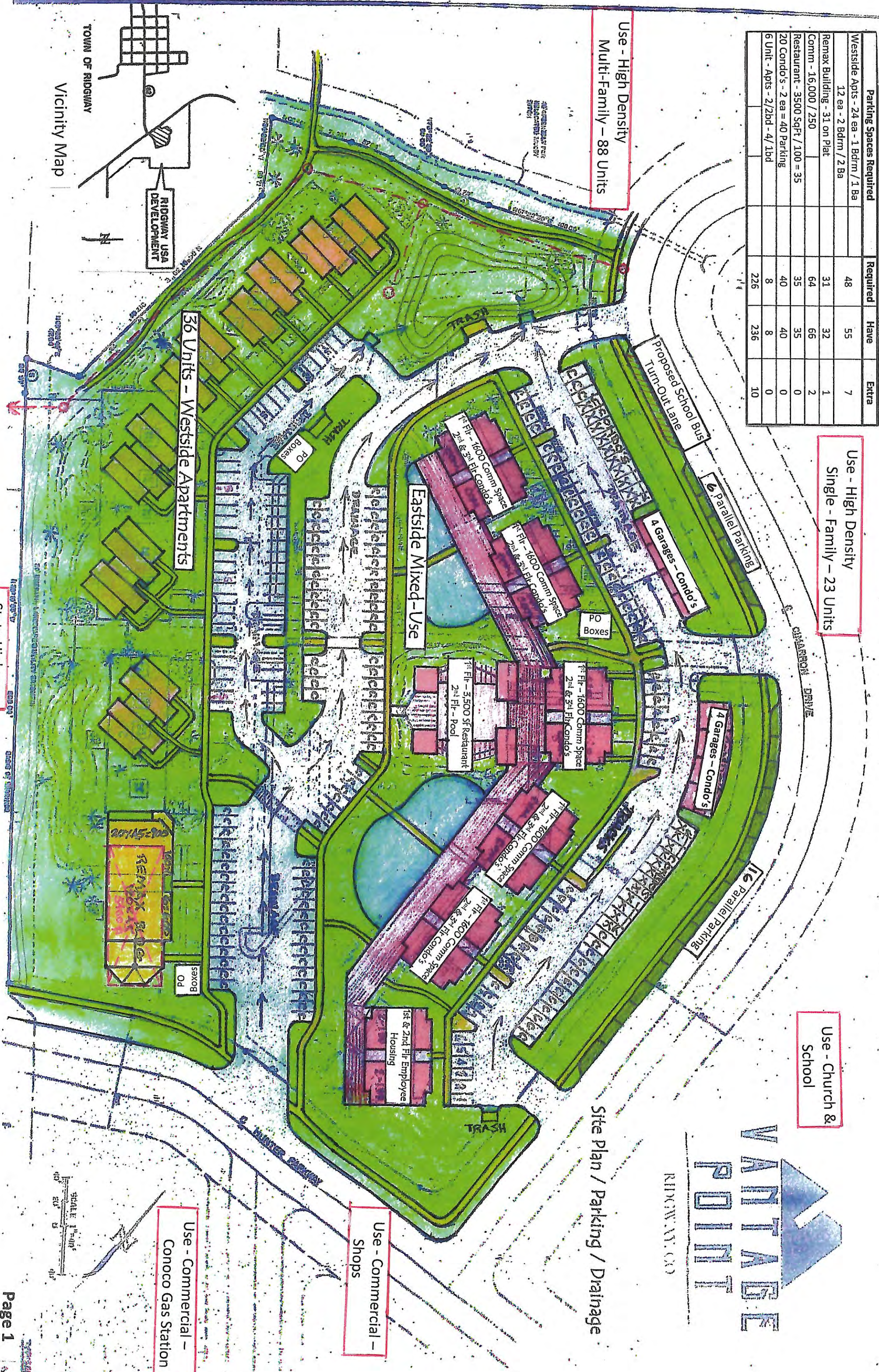


Parking Spaces Required	Required	Have	Extra
Westside Apts - 24 ea - 1 Bdrm / 1 Ba	48	55	7
12 ea - 2 Bdrm / 2 Ba	31	32	1
Remax Building - 31 on Plat	64	66	2
Comm - 16,000 / 250	35	35	0
Restaurant - 3500 SqFt / 100 = 35	40	40	0
20 Condo's - 2 ea = 40 Parking	8	8	0
6 Unit - Apts - 2/2bd - 4/ 1bd	226	236	10

Use - High Density  
Single - Family – 23 Units

Use - Church &  
School

Use - High Density  
Multi-Family – 88 Units



VANTAGE  
POINT

RIDGWAY, CO

Site Plan / Parking / Drainage

Use - Commercial -  
Conoco Gas Station

Use - Commercial -  
Shops

Vicinity Map

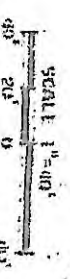
TOWN OF RIDGWAY

RIDGWAY USA  
DEVELOPMENT





6981.75





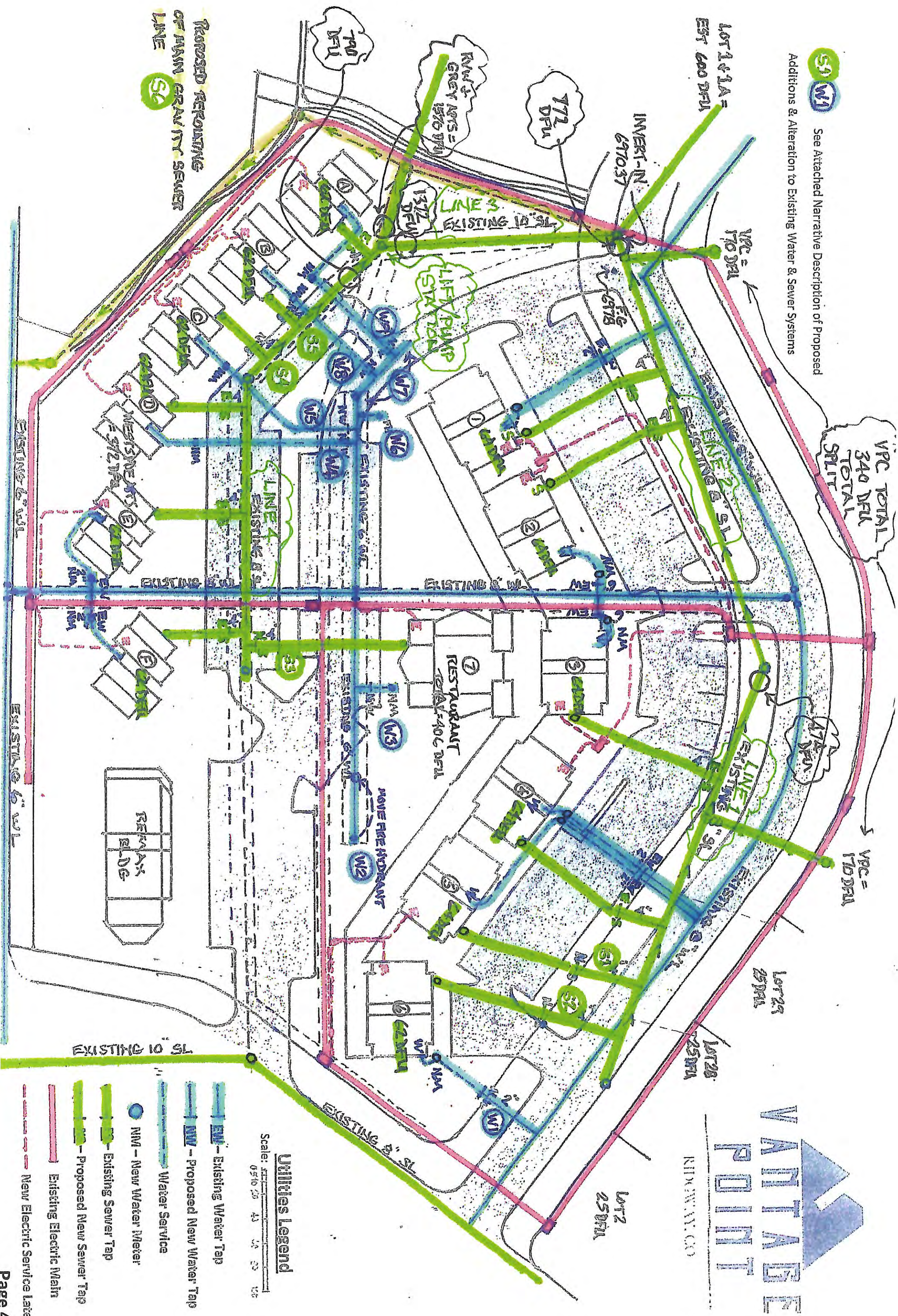
New Development 100 Year Flood Calculations							
Rational Method Q = C x I x A / 96.23		Coefficient	Rainfall	Total	Area	Divided By	
		of Run-Off	Intensity	Area	Adjustment	96.23 = Q	
						Q = Gallons per Minute in 100 Year Event	
		C x	I x	A /	96.23	Q	
Roof Area		1	1.75	53160	93030	966.75	
Roads &		1	1.75	124300	217525	2260.47	
Other Hard Surface							
Landscaped Area		0.35	1.75	212620	130230	1353.32	
		Gallons per Minute - Developed Land				4580.53	
Pre-Development Calculations							
		C x	I x	A /	96.23	Q	
Pre-Development (8.955 Acres)		0.35	1.75	390080	238924	2482.84	
Acres	Per Acre	Total SF					
8.955	43560	390079.8					
		GPM Pre-Development				(2482.84)	
		GPM Developed				4580.53	
		GPM Added				2097.69	
		Minutes - Duration				60	
		Gallons to Mitigate				125861.54	
		Gal to CF				7.48	
		CF Required				16826.41	

100 Year Flood Holding Calc's / Built Footprint / Green Space Balance									
3/8/2022									
Lot 3 PUD = 8.955 Acres				Sqft Per Acre	Acres	Percent of Whole			
Roof Area's	Each Bldg	# of Bldgs	Total SF						
Commercial / Mixed Use Building's	4400	5	22000						
6 Unit - Apt Complex	3120	1	3120						
Restaurant Building	5100	1	5100						
Remax Bldg	6500	1	6500			Building			
36 Units - Westside Apts	2740	6	16440			Coverage			
		Total	53160	43,560	1.22	13.6%			
Hard Surfaces	LF	Width	SF						
Roads - Travel Aisles	320	40	12800						
	640	30	19200			Road			
	700	24	16800			Coverage			
		Total	48800	43,560	1.12	12.5%			
Paved Parking	# of Spaces	Width	Length	SF		Parking Coverage			
	233	9	20	41940	43,560	0.96	10.8%		
Concrete Walks	LF	Width	SF						
	840	4	3360						
	2400	5	12000			Walks			
	1100	6	6600			Coverage			
		Total	21960	43,560	0.50	5.6%			
Plaza Deck Area		Total	11600	43,560	0.27	3.0%			
		Total Hard Surface Run-Off	124300	43,560	2.85	31.9%			
		Total Roof Area	53160	43,560	1.22	13.6%			
		Total Roof Area + Hard Surface	177460	43,560	4.07	45.5%			
Green Space Balance			212619.8	43560	4.88	54.5%			





See Attached Narrative Description of Proposed Additions & Alteration to Existing Water & Sewer Systems



# VANTAGE POINT

RIDGEWAY, CO

## Utilities Legend

Scale: 1" = 10' 0" 10' 20' 30' 40' 50' 60'

- Blue line: Existing Water Tap
- Blue line: Proposed New Water Tap
- Blue circle: NM - New Water Meter
- Green line: Existing Sewer Tap
- Green line: Proposed New Sewer Tap
- Pink line: Existing Electric Main
- Pink line: New Electric Service Laterals



**Note Descriptions for Additions to Existing Utility Plan:**

**Sewer Line Additions:**

- S1 – Add New 4” Sewer Tap & Lateral to Property Line from Existing 8” Main
- S2 – Add New 4” Sewer Tap & Lateral to Property Line from Existing 8” Main
- S3 – Add New 4” Sewer Tap & Lateral to Property Line from Existing 8” Main
- S4 – Add New 4” Sewer Tap & Lateral to Property Line from Existing 8” Main
- S5 – Add New 4” Sewer Tap & Lateral to Property Line from Existing 8” Main
- S6 – Proposed Rerouting of 10” Sewer Line when the Town is Ready to Implement and Remove Existing Lift Station

**Water Line Additions:**

- W1 – Add New 2” Water Tap & Lateral to Property Line from Existing 8” Main
- W2 – Shorten Existing 6” Water Line to Move Fire Hydrant approximately 50’ North
- W3 – Add New 2” Water Tap & Lateral from Existing 6” Main
- W4 – Add New 2” Water Tap & Lateral from Existing 6” Main
- W5 – Add New 2” Water Tap & Lateral from Existing 6” Main
- W6 – Shorten 6” Main Approximately 15’ South and Extend Fire Hydrant Location Approximately 15’ East
- W7 – Extend 6” Main Approximately 60’ North to Supply W8 & W9 New Taps
- W8 – Add New 2” Water Tap & Lateral from New Added Section of 6” Main
- W9 – Add New 2” Water Tap & Lateral from New Added Section of 6” Main

**Questions for Joanne:**

- 1) Can we use one - 2” Water Tap’s, as combined Water Service Lateral/Fire Suppression System Supply, or do we need to add Fire Suppression Taps for each Building?
- 2) We are proposing that our 36 Westside Apartments use the existing 8” Sewer Line #4 that flows into Lift / Pressure Pump... until the Town decides to / how to implement the upgraded gravity sewer line that is proposed under the Highway.
- 3) Do you see a problem with our 100-year flood drywell proposed... being developed over Line #3 Sewer Line... until we move 10” sewer line into proposed Rerouting alignment as part of New Gravity Sewer Line... or would we need to reroute into pump station in advance of full rerouting plan? Note finish grade at bottom of drywell is at elevation 6975 with sewer line at near 6970 for about 5’ of coverage. I would appreciate a phone conversation with you after you have reviewed these plans. I would like to get your thoughts regarding how you would see the rerouting process happening. Including how costs would be shared...
- 4) What are your thoughts regarding the drainage system from the signalized intersection and its pipe system that terminates near the North-West corner of the ReMax Building?
- 5) I did not calculate water & sewer loads from Remax Building... I believe its sewer line loads into the 10” Main in Hunter Parkway and would not be part of load to Lift/Pump station. I believe the Remax water tap is on the 6” Main paralleling Highway 550.

**Question for TJ & Bo:**

- 1) Please see Page 1 – Site Plan... Note that the existing ReMax Building extends beyond the approved platted pad in two directions. I would imagine that our new PUD will need to show a pad to accommodate the existing building... as built.



Sewer Line Analysis			Existing Loads	Proposed Added Load Lot 3 PUD	Total Existing Plus Added Lot 3 PUD	Other Loads Considered	Pipe Capacity
Line # 1							
Lot #28		25					
Lot #29		25					
VPC South		170					
Proposed Mixed-Use							
Bldg 6			62				
Bldg 5			64				
Bldg 4			64				
Bldg 3			64		Total DFU Line 1		8" Capacity 2,100 DFU
Total Line # 1		220					
Total Add Mixed-Use			254		474		OK
Line # 2							
From Line # 1		220	254				
VPC North		170					
Proposed Mixed-Use			64				
Bldg 2			64				
Bldg 1			64				8" Capacity 2,100 DFU
Total Line # 1 & # 2		390			772		OK
Total Add Mixed-Use			382				
Line # 3							
From Line # 2		390	382		772		
Estimate for Lots 1 & 1A				Total DFU Line 2 + Lots 1 & 1A	600		10" Capacity 3,744
Total from Line #2 + Lots 1 & 1A					1372		OK
Line from Ridgeway Village West & Grey Apartments							
From Line # 3					1372		
Ridgeway Village West & Grey Apts					1562		10" Capacity 3,744
Total Line # 3 + RVW & Grey Apts					2934		OK
Line # 4							
Restaurant Bldg			406		406		
6 Apartment Bldgs x 62 DFU =			384		384		8" Capacity
Total Line # 4					Total DFU Line # 4		2,100
					790		OK
Total Estimated DFU Load at Lift Station			Total DFU Line at Lift Station				
Looks Like need to Increase Pipe Size to 12" from Lift Station to across Highway					3724		12" Capacity 6,560

Eastside Mixed-Use - 5 - Commercial Spaces - 20 Unit Condo 6 Unit Employee Housing Bldg - 36 Unit Westside Apartments				
Water Use Calculations				
5 each - 4 Condo + Comm Space Buildings (Buildings 1, 2, 3, 4, 5)				
20 Each 2 Bedroom Condo Units	Occ	GPD	GPD	
		per Person	per Unit	
	4 Occupants per Unit	4	100	400
	GPD			
	Per Unit	# of Units		GPD
4 - 2 Bedroom Condo Units per Bldg		400	4	1600
Estimated Gallons per Day per 4 Condo Units per Bldg				1600
Commercial Spaces (1st Floor - 1 Building)				
Retail / Office (20 Gal per SF per Year)				
(3200 SF x 20 Gal = 64,000 GPY / 365 = 175 GPD)				
Estimated Gallons per Day per 3200 SF Commercial				175
Total GPD - 1 Mixed-Use Building - 4 Condo's + 3200 SF Commercial				1775
Total Estimated GPD per 5 Buildings		Buildings		5
		Total 5 Buildings		8875

Employee Housing Building (2-2bld, 4 1bld)			
	Occ	GPD	GPD
		per Person	per Unit
2- 2 Bdrm Units - 4 Occupants each	8	100	800
4 - 1 Bdrm - 2 Occupants each	8	100	800
Total GPD - Per Employee Housing Building			1600

Restaurant/Commercial Kitchen (One Building)			
	Seats	GPD ea	Total
128 Maximum Seating - 24 GPD per Seat	128	24	3072
Total GPD Per Restaurant Building			3072

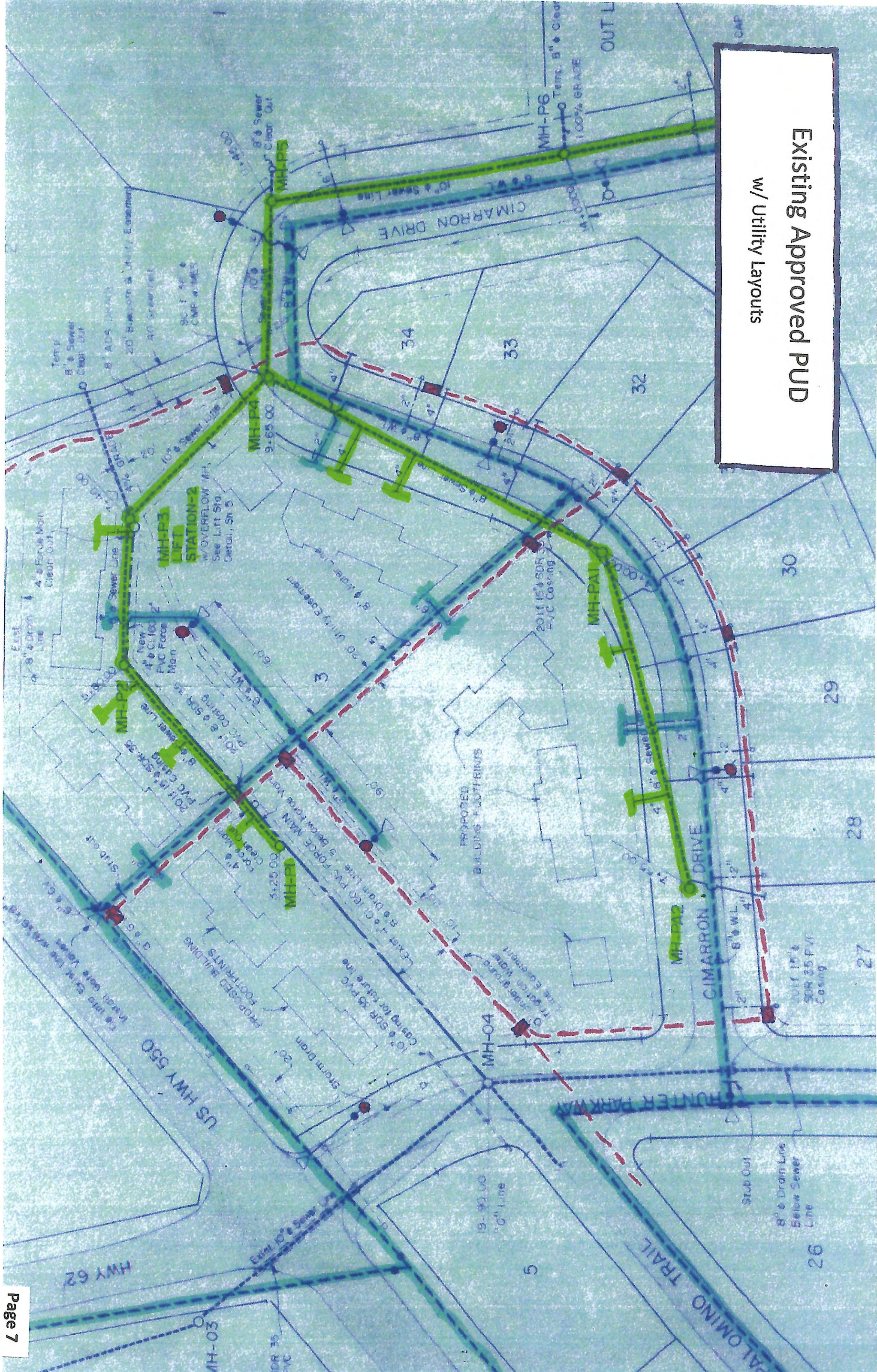
Total GPD - Mixed Use Buildings & Restaurant	13547
----------------------------------------------	-------

6 each - 6 Unit Apartment Buildings (Buildings A,B,C,D,E,F)			
36 Apartment Units	Occ	GPD	GPD
		per Person	per Unit
	24 ea - 1 Bdrm Units - 2 Occupants per Unit	48	100
			4800
12 ea - 2 Bdrm Units - 4 Occupants per Unit	48	100	4800
Estimated Gallons per Day per 4 Condo Units per Bldg			9600

Total GPD for Vantage Point (Lot 3 PUD Project)	23147
-------------------------------------------------	-------



# Existing Approved PUD w/ Utility Layouts



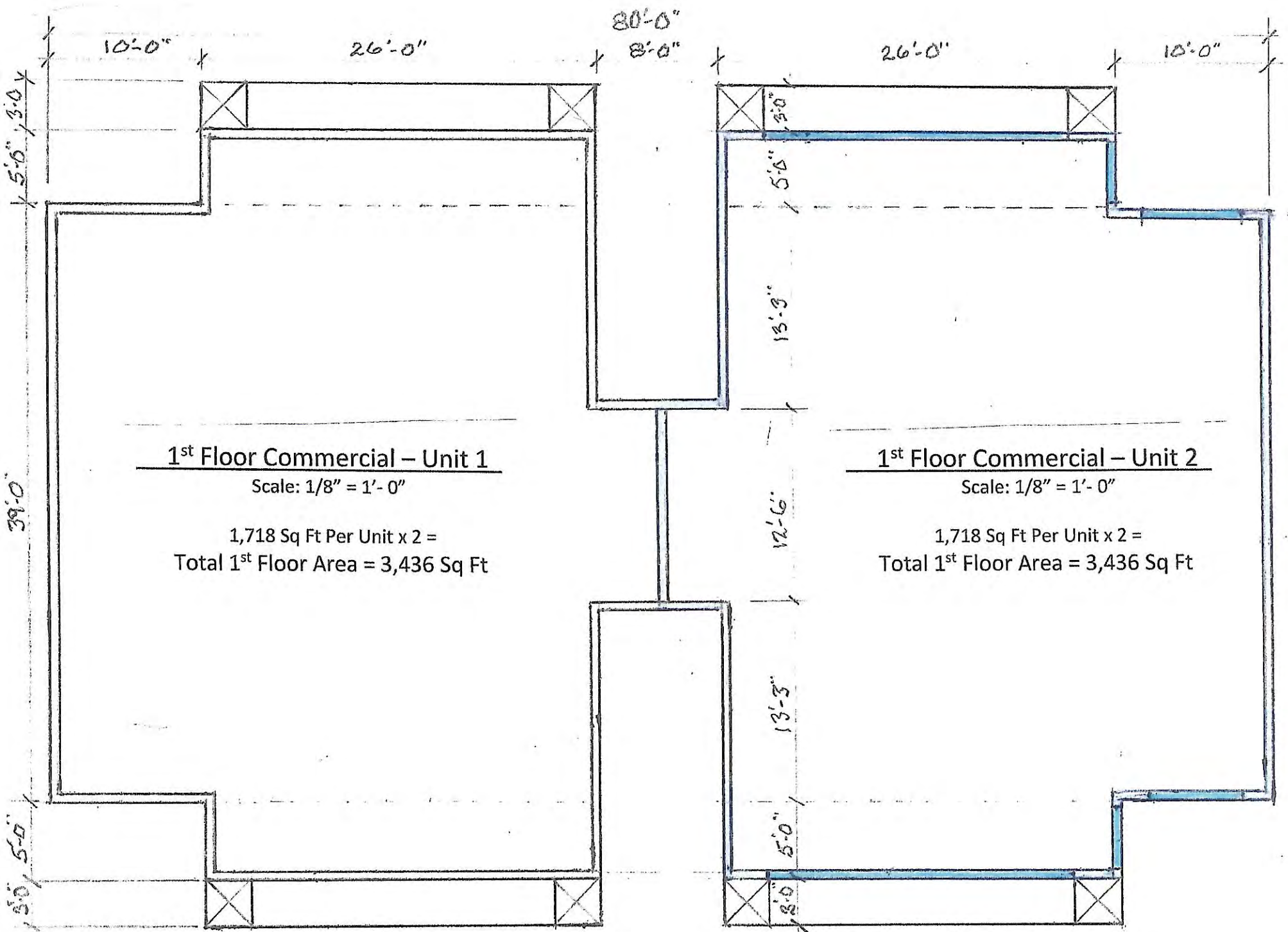


Lot 3 PUD – Eastside Mixed-Use Idea 11-29-21

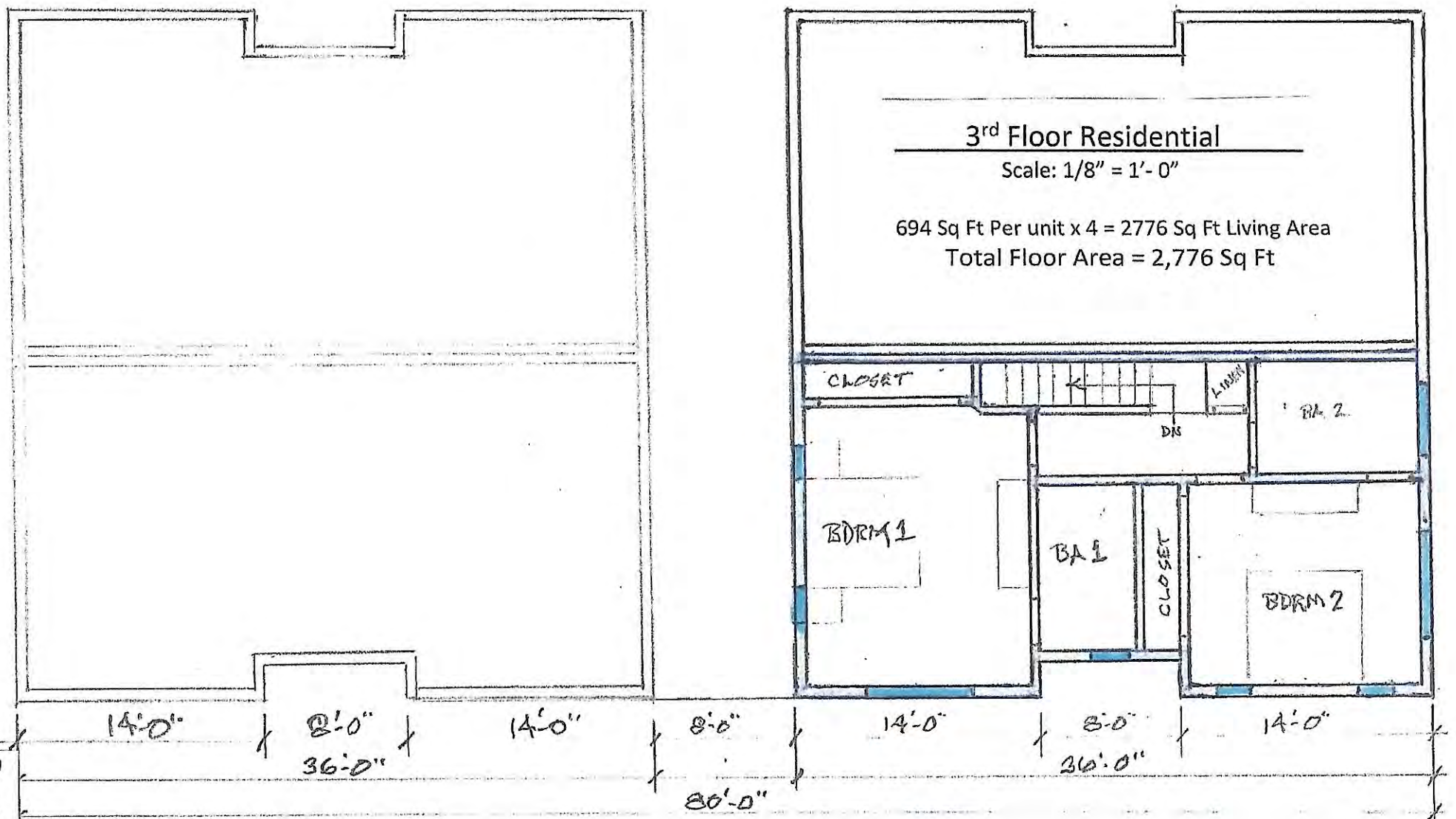
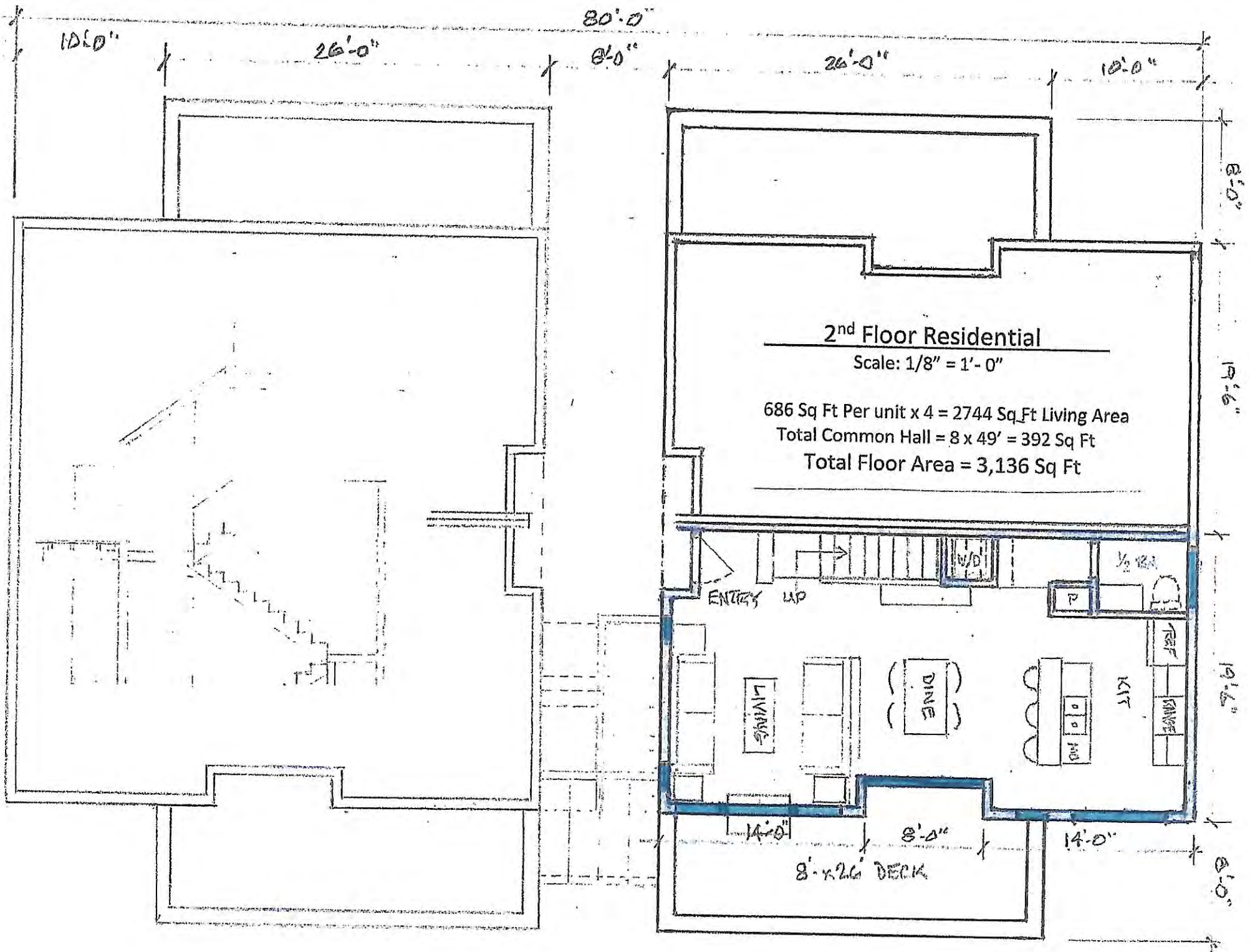


**Front Elevation**

Scale 1/8" = 1'-0"







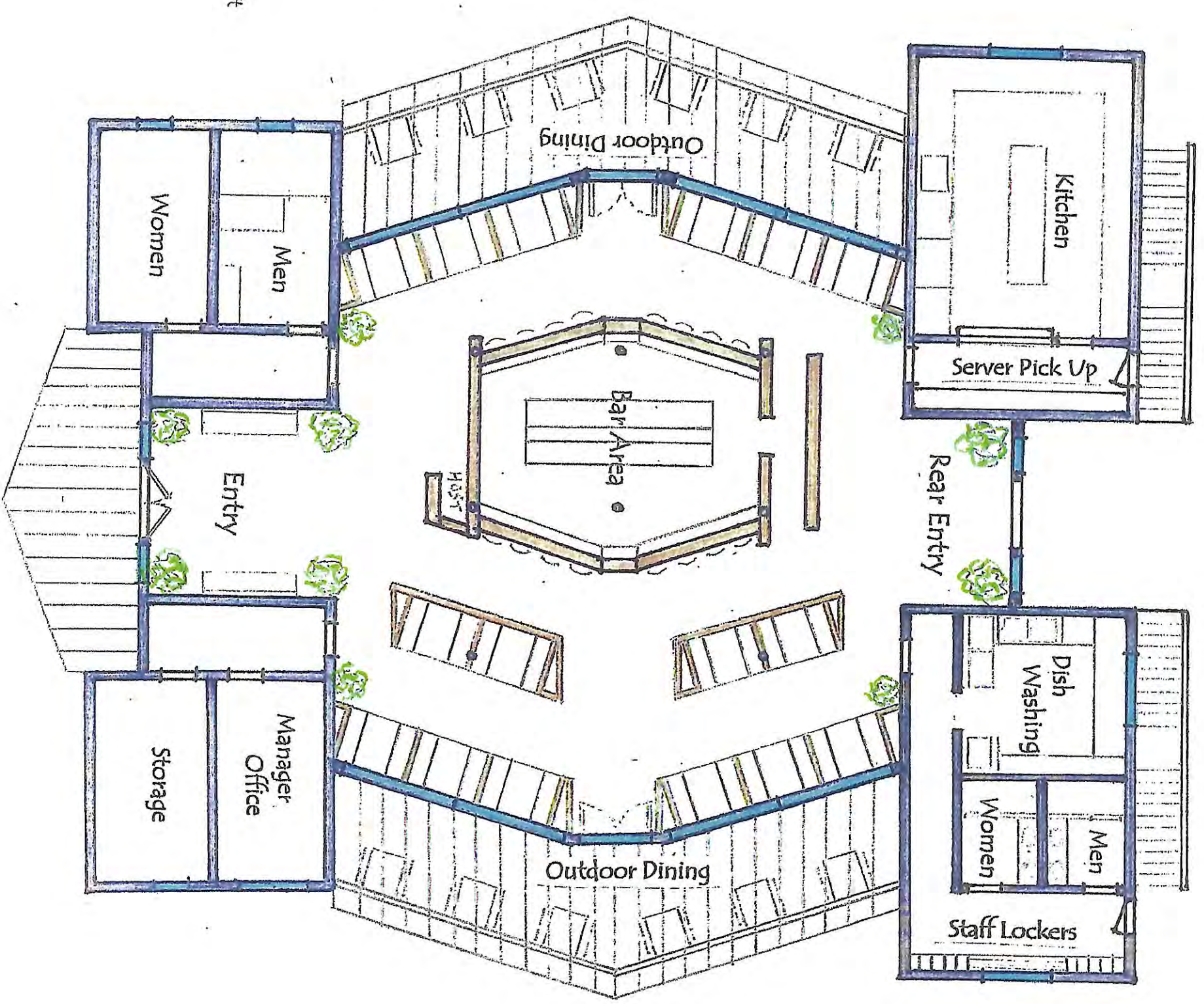


Restaurant / Bar / Rooftop Pool

Seating Analysis

Indoor Dining Seating = 64  
 Indoor Bar Seating = 16  
 Outdoor Dining Seating = 48

Scale: 3/32" = 1'



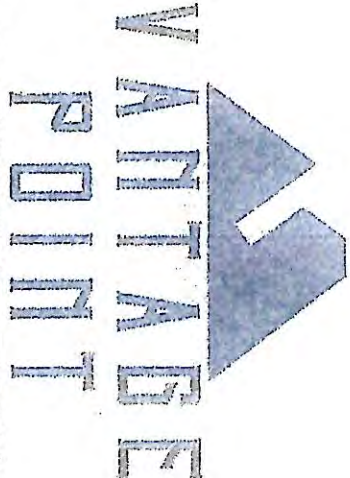
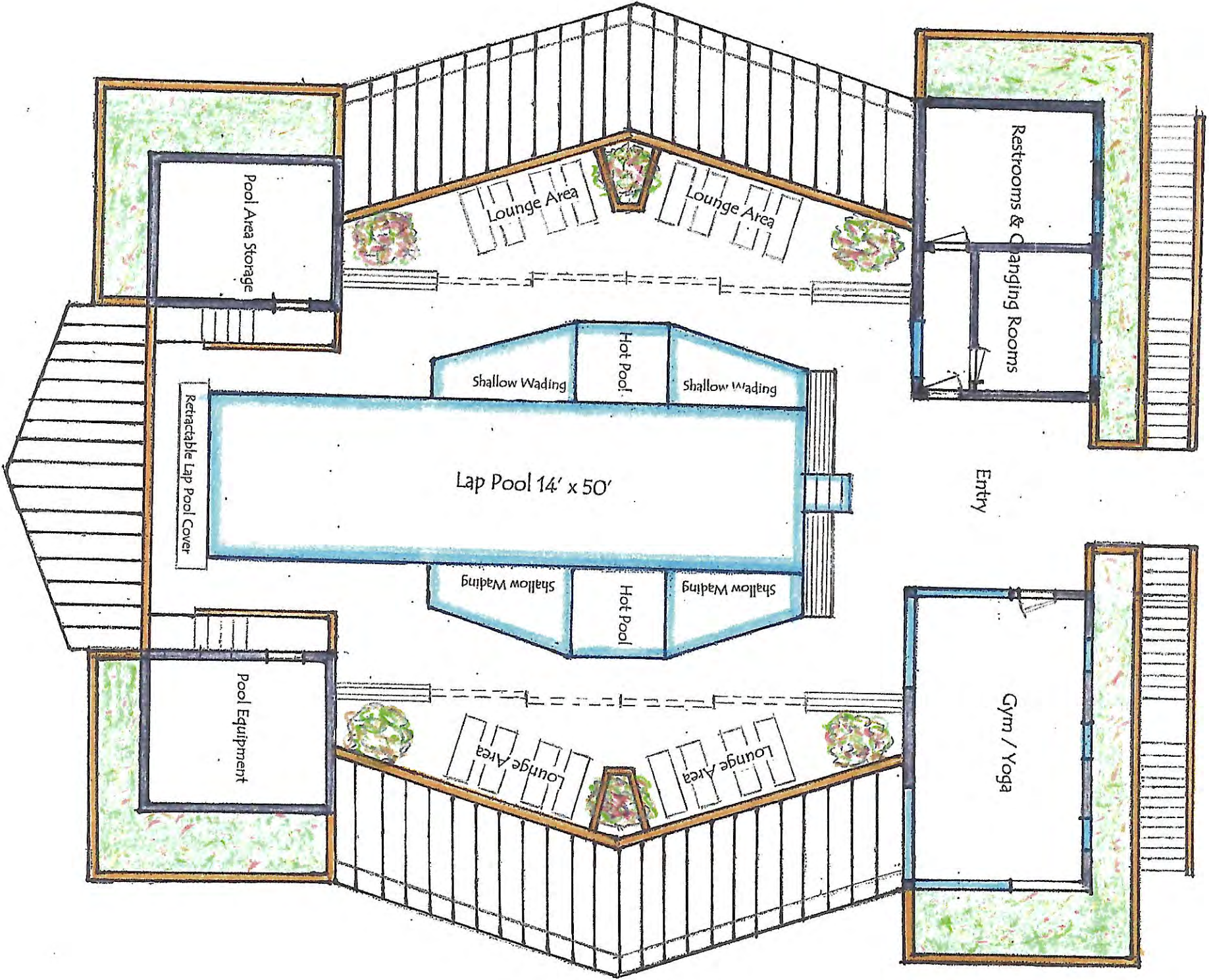
Square Feet Analysis

Indoor Dining / Lobby / Bar Area = 2,600 SqFt  
 Outdoor Dining = 900 SqFt  
 Manager Office & Storage = 650 SqFt  
 Customer Restrooms = 650 SqFt  
 Kitchen = 600 SqFt  
 Dishwashing / Staff Lockers & Restrooms = 650 SqFt



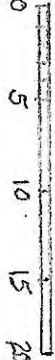


Winter Pool Enclosure

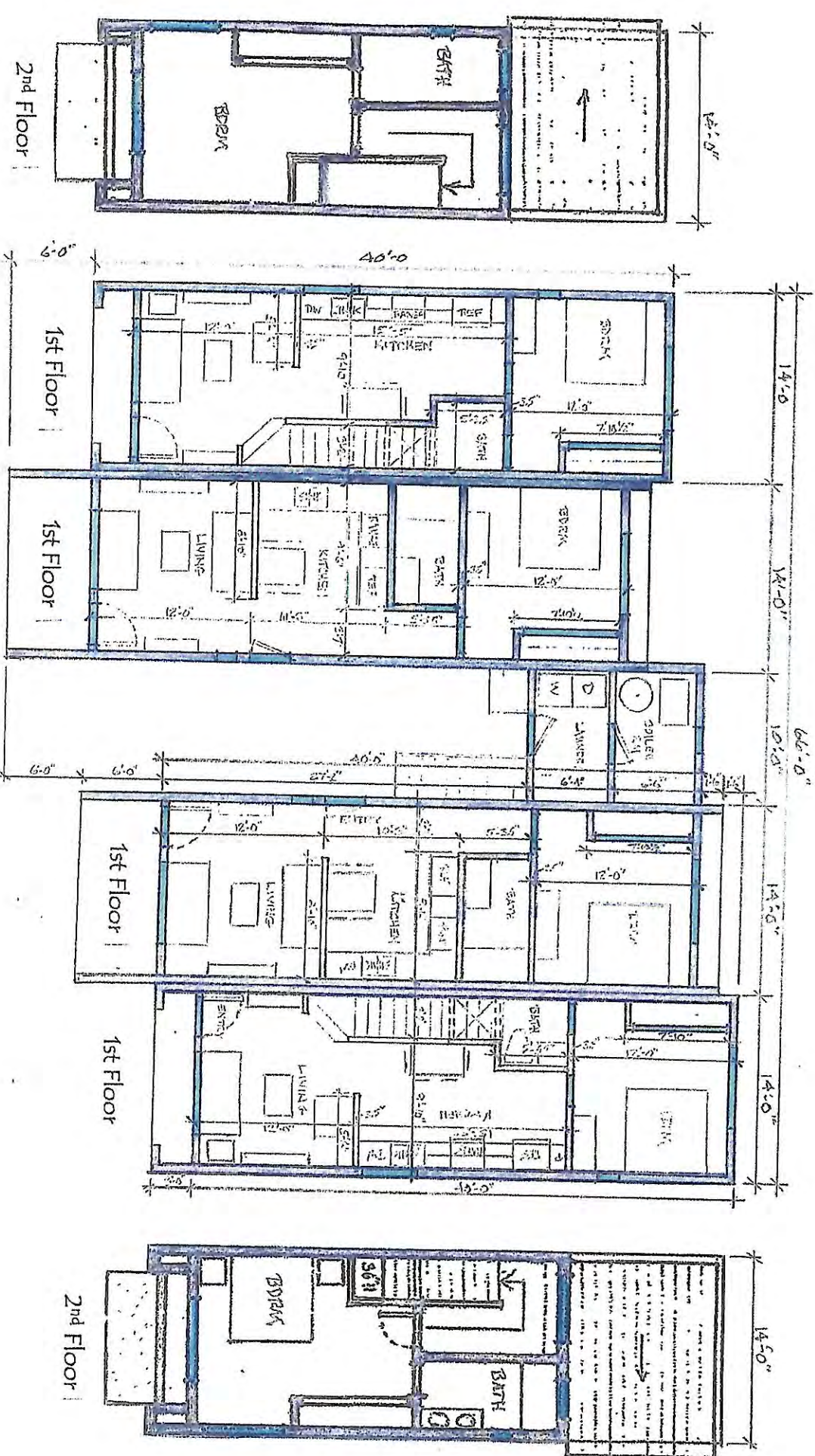
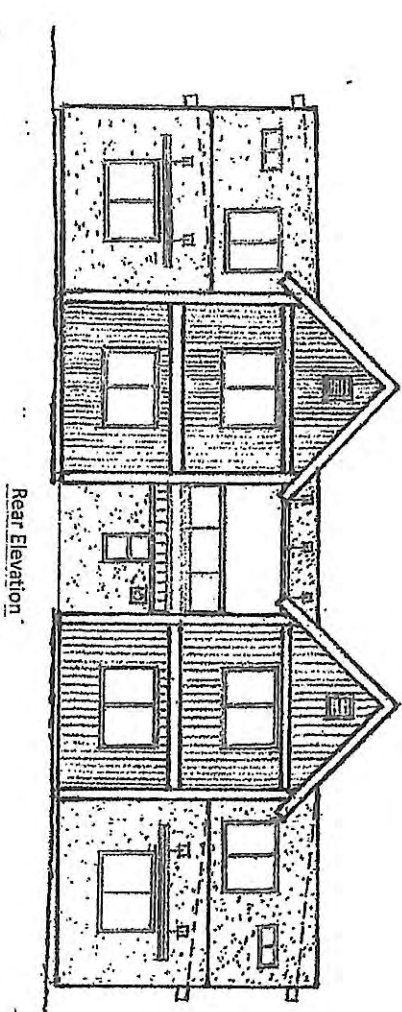
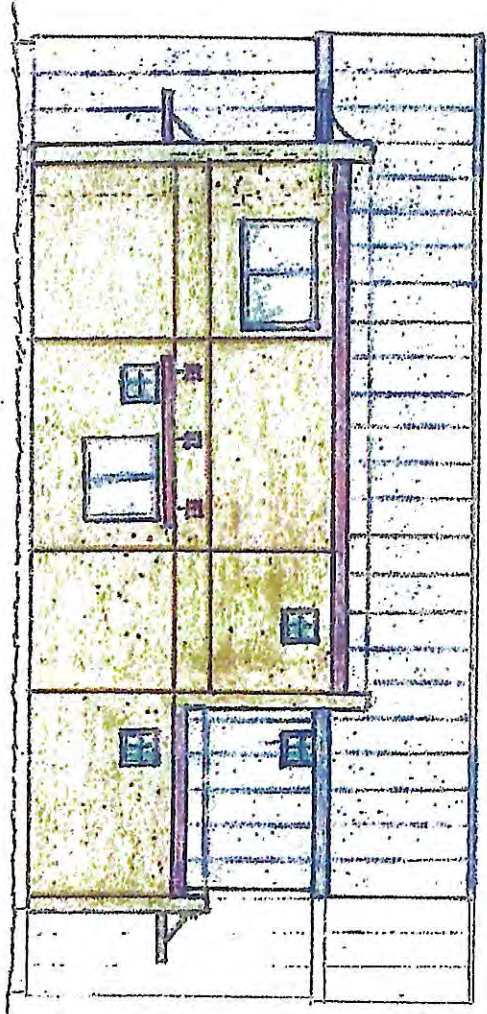


RIDGWAY, CO

Rooftop Pool / Hot Tubs / Gym  
Scale: 3/32" = 1'







**VANTAGE  
POINT**

RIDGEWAY, CO

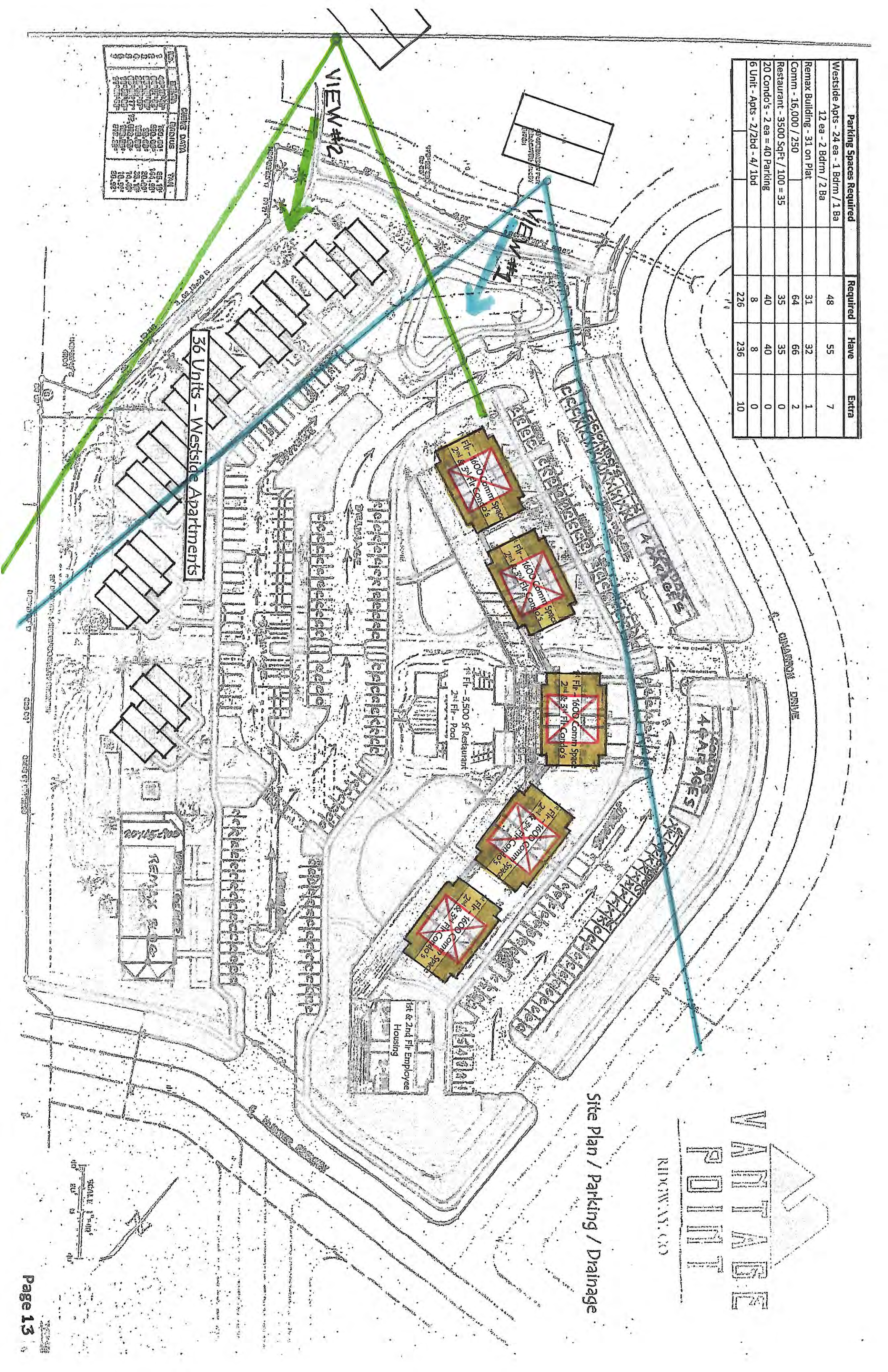
36 Units - Westside Apartments

Scale: 3/32" = 1'

36 Units - 12 ea. - 2 bd/2 ba. - 12 ea. - 1 bd / Loft / 1 ba. - 12 ea. - 1 bd/1 ba



Parking Spaces Required		Required	Have	Extra
Westside Apts - 24 ea - 1 Bdrm / 1 Ba		48	55	7
12 ea - 2 Bdrm / 2 Ba				
Remax Building - 31 on Plat		31	32	1
Comm - 16,000 / 250		64	66	2
Restaurant - 3500 SqFt / 100 = 35		35	35	0
20 Condo's - 2 ea = 40 Parking		40	40	0
6 Unit - Apts - 2/2bd - 4/ 1bd		8	8	0
		226	236	10



EQUIP DATA		
NO.	DESCR.	QTY
1	100' x 100' x 10' CONCRETE	1
2	100' x 100' x 10' CONCRETE	1
3	100' x 100' x 10' CONCRETE	1
4	100' x 100' x 10' CONCRETE	1
5	100' x 100' x 10' CONCRETE	1
6	100' x 100' x 10' CONCRETE	1
7	100' x 100' x 10' CONCRETE	1
8	100' x 100' x 10' CONCRETE	1
9	100' x 100' x 10' CONCRETE	1
10	100' x 100' x 10' CONCRETE	1





Lot 3 PUD – Eastside Mixed-Use – View # 1 from Condo’s

For Volume & Scale Only to Represent View Plane – Building Details & Colors at Preliminary Plat Submittal

Eastside Mixed-Use

Westside Apartments

35'-0" MAX

26' MAX



Lot 3 PUD – Westside Apartments – View # 2 from Condo's

For Volume & Scale Only to Represent View Plane – Building Details & Colors at Preliminary Plat Submittal



Westside Apartments



Parking Spaces Required	Required	Have	Extra
Westside Apts - 24 ea - 1 Bdrm / 1 Ba	48	55	7
12 ea - 2 Bdrm / 2 Ba			
Remax Building - 31 on Plat	31	32	1
Comm - 16,000 / 250	64	66	2
Restaurant - 3500 SqFt / 100 = 35	35	35	0
20 Condo's - 2 ea = 40 Parking	40	40	0
6 Unit - Apts - 2/2bdr - 4/ 1bd	8	8	0
	226	236	10

Use - High Density  
Single - Family - 23 Units

# LOT SPLIT PLAN

Use - Church & School

OR  
EXCLUSIVE USE  
RESPONSIBILITY  
AREAS w/ APPROVED  
BUILDING PADS

## AVAILABLE PLOTS

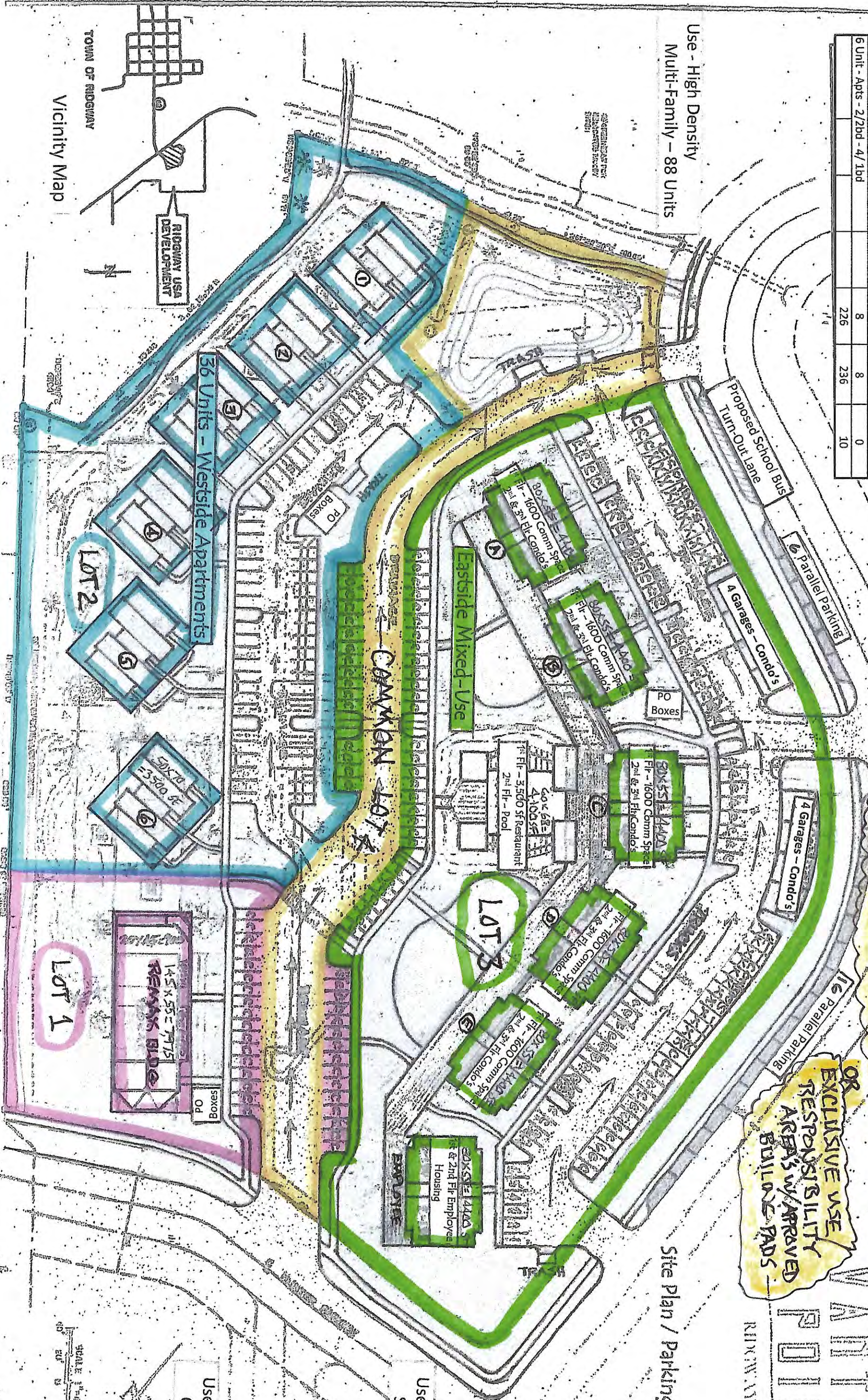
RIDGEWAY, N.Y. CO.

Use - High Density  
Multi-Family - 88 Units

Site Plan / Parking / Drainage

Use - Commercial -  
Shops

Use - Commercial -  
Conoco Gas Station



Vicinity Map

TOWN OF RIDGEWAY

RIDGEWAY USA  
DEVELOPMENT

36 Units - Westside Apartments

LOT 2

LOT 1

LOT 3

COMMON LOT 4

Eastside Mixed-Use

Proposed School Bus  
Turn-Out Lane

6 Parallel Parking

4 Garages - Condo's

16 Parallel Parking

4 Garages - Condo's

PO Boxes

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ANNEXATION AND UTILITY EXTENSION AGREEMENT  
AND DECLARATION OF COVENANTS

THIS AGREEMENT is entered into between the Town of Ridgway, Colorado (Town) and Ridgway Land Company, a Colorado Limited Partnership, (Developer or Grantor).

In consideration of the mutual covenants contained herein, the parties agree as follows:

I. The Developer in consideration of the Town annexing Developer's property described on Exhibit "A" hereto, (Property) hereby agrees as follows:

A. Sewer

1. Developer shall cause a Town sewer main, lift station and related facilities to be constructed adequate to serve the Property and other property in the area extending from the Town's sewage treatment plant to and throughout the Developer's property at Developer's expense.
2. The sewer line shall be constructed in full conformity with the Town's sewer specifications and the provisions of this Agreement. The plans have been submitted to the Town for review. The approved plans have been appropriately marked.
3. The sewer line shall be routed in part within easements to be acquired by Developer and conveyed to the Town free and clear of any encumbrances.
4. The Town agrees to assist Developer in obtaining any necessary right-of-way including the exercise of its powers of eminent domain if necessary. All costs incurred by the Town in assisting the Developer shall be reimbursed to the Town by Developer.
5. Following approval of this agreement by the Town including the plans for the construction of the sewer main, Developer shall proceed to construct such sewer at his expense and complete construction with due diligence within twelve (12) months of the date of this Agreement.
6. An appropriate lift station should be located on the east side of the Uncompahgre River. Sewer main sizes shall be as specified by Developer's plans dated June 1, 1990. A back up power supply shall be required for all lift stations.

7. Developer shall be responsible for obtaining approval of any necessary site applications or other approvals of the State of Colorado or United States.
8. The Town may impose a surcharge for sewer service to property served by the lift station and require a notice to that affect to be placed on any plats, or otherwise recorded in the Ouray County records.
9. Following completion, submission of as-builts compatible with existing Town sewer maps and approval by the Town, the sewer main, appurtenant facilities, easements and rights-of-way shall be conveyed to the Town, free and clear of all liens or encumbrances. Developer shall provide the Town with a list of costs incurred in construction.
10. Following approval of the completed sewer main by the Town, the Developer is responsible to provide maintenance and repairs for the sewer main for a period of one year and for the lift station for a period of three years including any necessary sanitation of the lift station. This maintenance obligation will be secured by either maintenance contract and contract bond, a cash escrow account in the amount of 10% of the completed costs of the main and lift stations or a clean, irrevocable letter of credit in such amount. In addition, in the event that the Developer fails to fulfill his maintenance and repair obligations, the Town may provide for such maintenance and repair and collect its costs from Developer and shall have a lien against the Property for such costs. The Town may collect said costs by foreclosure of the lien or as a delinquent charge against the Property, or in any other lawful manner.
11. Submitted herewith to secure Developer's obligations to construct the sewer main is security in the amount of \$235,043.75 (1.25 x estimated construction cost) in the form of clean, irrevocable letter of credit. In the event that Developer fails to construct the sewer main in accordance with the provisions hereof, the Town may utilize such security to cause the completion of such construction. Developer shall remain liable for the actual costs of construction not covered by the security.

B. Water

1. Developer promises to pay to the Town the amount of \$67,500 dollars to be due and payable two years from the date of this Agreement or when the equivalent of



twenty 3/4" water taps have been purchased for water service to serve the Property. This obligation is secured by a clean, irrevocable letter of credit in said amount which is attached hereto. In the event that Developer fails to make payment on the due date, the Town shall have the right to negotiate the letter of credit and obtain such amount for the Town.

2. In consideration of receiving such payment, the Town agrees to provide water service to the Property in accordance with the terms and conditions of Town ordinances and regulations as such may be amended from time to time.

### C. Development

1. As further consideration for annexation of the Property and the Town's agreement to provide Town water and sewer service to the property, the terms, provisions and conditions of the Planned Unit Development Plan for Lot 3 Ridgway Land Company Subdivision as approved by the Town Board on June 13, 1990, the terms, provisions and conditions of the subdivision plat for the Ridgway Land Company Subdivision approved by the Town Board on June 13, 1990, the terms, provisions and conditions of the Replat of Eastside Subdivision approved by the Town on June 13, 1990, together with the Subdivision Improvements Agreement accompanying such plats dated June 13, 1990 and June 13, 1990, shall be binding upon Developer and may be enforced as part of this Agreement. The Town shall have no obligation to approve or allow, and may disallow, any amendments or modifications of said plats, approvals or agreements regardless of whether such changes are consistent with Town ordinances or regulations or not. The Town shall have the right to deny any building or occupancy permits, water or sewer taps or other development permits or licenses or approvals for any development not completely consistent with said plats and agreements.
2. Developer agrees that security to ensure completion of subdivision improvements shall be met by means acceptable to the Town, other than lien agreements.
3. Developer shall submit "as-builts" plans to the Town for any irrigation system. Said system shall be designed to safeguard against cross-connections with the Town water system. The Town shall have no obligation to maintain such system if developer fails to do so.

#### D. Motel Construction

1. Developer shall construct a motel on Lot 1, Ridgway Land Company Subdivision with at least thirty units and obtain a building permit therefor no later than eighteen months from the date of this Agreement, and completed within eighteen (18) months thereafter.
2. As security for such obligation, the Town is hereby granted an option to purchase Lot 1, Ridgway Land Company Subdivision for \$10.00 in the form attached hereto which the Town may exercise upon Developer's failure to meet said obligation. Such option shall be accompanied by a title insurance policy insuring the title free and clear of all liens and encumbrances or defects affecting marketable title.

#### II. Breach by Developer: Town's Remedies.

- A. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Board of Trustees shall be notified immediately, and the Town may take such action as the Town deems necessary to protect the public health, safety, and welfare, to protect lot buyers and builders, and to protect the citizens of the Town from hardship and undue risk. These remedies include but are not limited to:
  1. The refusal to issue or approve for Developer, any building permit, certificates of occupancy, water tap, sewer tap or other Town license or permit or the revocation of any such permit previously granted.
  2. The utilization of security given for the completion of the improvements in accordance with the provisions of this Agreement.
  3. The refusal to consider further development plans within the Property.
  4. The initiation of an action for specific performance, damages or both.
  5. The initiation of any other remedy available at law or as provided by this Agreement.
- B. Unless necessary to protect the immediate health, safety and welfare of the Town, the Town shall provide the Developer twenty (20) days' written notice of breach and of its intent to take any action under this Paragraph. Said Notice may be either hand-delivered or sent by



Certified U. S. Mail, return receipt requested, and shall be effective upon hand delivery or deposit in the mail. During the twenty-day period, the Developer may cure the breach described in the Notice.

- III. THIS AGREEMENT shall be binding upon the heirs, successors and assigns of the parties hereto and may be amended only by written agreement of the parties.
- IV. Developer shall reimburse Town for all costs incurred by the Town with respect to this Agreement, annexation, and related development and subdivision activities including reasonable attorney and engineering fees, including reimbursement as required by the Ridgway Municipal Code.
- V. THIS AGREEMENT is dated June 13, 1990.
- VI. The Developer declares that the terms, covenants, conditions, restrictions and obligations of this Agreement shall be deemed to run with the Property and shall be binding and accrue to the Developer, his successors and assigns and any person acquiring and holding an interest in the Property, his grantees, successors, heirs, executors, administrators or assigns.
- VII. Upon completion of construction by the Developer of those Public Improvements to be conveyed to the Town, the Town Engineer shall inspect those improvements and certify, with specificity, their conformity, or lack thereof, to applicable Town standards and specifications. The Developer shall make all corrections necessary to bring those Public Improvements into conformity with this Agreement. Once approved by the Town's engineer, the Town shall accept said improvements upon conveyance, subject to the terms of this Agreement and other applicable agreements and Town ordinances and regulations.
- VIII. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town: Town of Ridgway  
P. O. Box 10  
Ridgway, CO 81432

Notice to Developer: Ridgway Land Company  
P. O. Box 9  
Ridgway, CO 81432

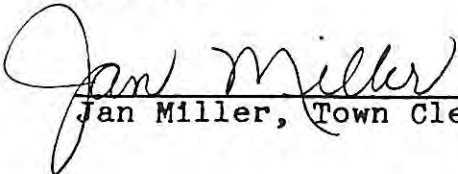
- IX. Developer warrants that all improvements made and conveyed to the Town pursuant to this Agreement and the PUD and Subdivisions referenced in paragraph I(C), shall be free from all defects in materials and workmanship.
- X. Developer may not assign this Agreement without the written consent of the Town, which consent shall not be unreasonably withheld.
- XI. This Agreement shall be recorded.
- XII. Force Majeure: If Developer is unable to meet any deadline herein on account of acts of God, strike, war, riot, fire, flood or other catastrophe, or delays caused by acts of governmental agencies or difficulties in obtaining easements out of Developer's reasonable control, Developer shall not be held in breach of this agreement to the extent of delays caused by such events.

TOWN OF RIDGWAY, COLORADO

by

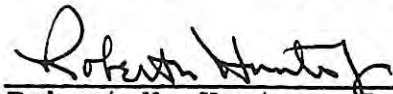
  
Donald Batchelder, Mayor

ATTEST:

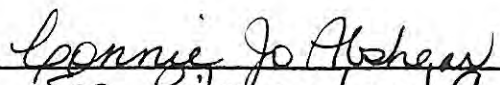
  
Jan Miller, Town Clerk

RIDGWAY LAND COMPANY,  
a Colorado Limited Partnership

by

  
Robert N. Hunter, Jr.  
General Partner

ATTEST:

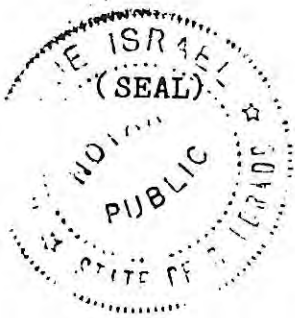
  
Bonnie Jo Abshagen  
Sec. Ridgway Land Company



STATE OF COLORADO )  
 ) ss.  
COUNTY OF OURAY )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 1990, by Donald Batchelder, Mayor of the Town of Ridgway, Colorado and Jan Miller, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.  
My commission expires: June 15, 1994



Marion Israel  
Notary Public

975 S. Lane - Ridgway, CO 81432  
Address

STATE OF Colorado )  
 ) ss.  
COUNTY OF Ouray )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 1990, by Robert N. Hunter, Jr., General Partner and N/A, N/A of Ridgway Land Company, a Colorado Limited Partnership.

Witness my hand and official seal.  
My commission expires: 8/16/93



Charles Graham  
Notary Public

629 Fourth St. Ouray, CO 81427  
Address

EXHIBIT "A"

PROPERTY DESCRIPTION

Tract of land situated in Section 16, Township 45 North, Range 8 West, N.M.P.M., being more particularly described as follows:

Commencing at the east quarter corner of said Section 16; thence West, 1515.63 ft.; thence  $N9^{\circ}54'59''W$ , 314.75 ft. to the true point of beginning; thence  $N89^{\circ}58'11''W$ , 866.76 ft. to a point on the easterly right-of-way line of U.S. Highway 550; thence the following courses along said easterly right-of-way line:  $N39^{\circ}10'55''W$ , 510.20 ft.; 1149.73 ft. along the arc of a curve to the right having a radius of 12,013.65 ft. and a central angle of  $05^{\circ}29'00''$ ; 17.44 ft. along the arc of a curve to the right having a radius of 1223.30 ft. and a central angle of  $00^{\circ}49'01''$ ; thence leaving said easterly right-of-way line  $S89^{\circ}48'05''E$  along the north line of the  $S\frac{1}{2}N\frac{1}{2}$  of said Section 16, a distance of 1399.12 ft.; thence  $S20^{\circ}16'39''E$ , 1391.48 ft.; thence  $S00^{\circ}02'39''W$ , 100 ft. to the true point of beginning, containing 35.335 acres and also known as lots 1 through 4 and a part of lots 9 through 12 of the Donovan Subdivision, Ouray County, Colorado



ANNEXATION AND UTILITY EXTENSION  
AGREEMENT AND DECLARATION OF

No. COVENANTS

TOWN OF RIDGWAY

To

RIDGWAY LAND COMPANY

STATE OF COLORADO, } ss.  
COUNTY OF OURAY }

I hereby certify that this instrument  
was filed for record in my office at

10:25 o'clock A.M.

October 9, 1990, 19\_\_, and

is recorded in Book 217

page 34, 35, 36 & 37

Addie A. Sim,

County Clerk and Recorder

By

*John Randall*  
Deputy

Fee \$ 40.00

Town of Ridgway

Box 10

Ouray, Co. 81427

RIDGWAY LAND COMPANY SUBDIVISION  
SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS AGREEMENT is entered into between Ridgway Land Company, a Colorado Limited Partnership, Grantor (hereinafter sometimes referred to a Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town) pursuant to the Subdivision Regulations of the Town.

WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as Ridgway Land Company Subdivision and for the Planned Unit Development Plan for Lot 3, PUD, Ridgway Land Company Subdivision, as follows:

1. The Subdivider agrees to cause the below listed improvements to be constructed and completed in accordance with the preliminary and final plats and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the Town's Road, Water and Sewer System Specifications, and shall cause such improvements to be completed by the date specified below. Power and telephone facilities shall be constructed in compliance with the requirements of the affected public utility. "As built" plans and drawings will be submitted for the Water and Sewer System upon completion. All improvements shall be designed and constructed in accordance with good engineering practices.

A. Public Improvements

<u>Improvement</u>	<u>Completion Date</u>	<u>Estimated Cost</u>
Streets (gravel)	7/1/91	\$106,635
Street Signs (Included with Streets)		
Water Distribution & Fire Prevention System	7/1/91	63,516
Sanitary Sewer System	7/1/91	104,409
Telephone & Electricity	7/1/91	80,066
Lot 3 Monuments	Completed following cut and fill operations	

B. Ridgway U.S.A. Association, Inc. Owned Improvements

<u>Improvement</u>	<u>Completion Date</u>	<u>Estimated Cost</u>
Lot 3 Common Area Improvements	**	\$154,592
Irrigation Water System	7/1/91	29,732
Landscaping	7/1/91	19,500
Drainage Systems, including French Drain	7/1/91	Not Available



\*\* Parking spaces, aisles and access roads and landscaping and other common area improvements as reasonably required to serve any building or unit shall be completed in accordance with the Master Plan prior to issuance of any Occupancy Permit for any building or unit. Such improvements shall meet the requirements of the Declaration of Covenants, Conditions and Restrictions recorded in Book 215, Page 870 of the Ouray County Records.

2. As security to guarantee the proper construction and acceptance of the above public improvements by the completion date specified, Grantors have delivered to the Town a clean irrevocable letter of credit in the estimated cost of such improvements.

Such letter of credit may be utilized or drawn upon by the Town to cause the improvements to be completed in any lawful manner and the Town shall be entitled to recover all its costs and reasonable attorney's fees if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs estimated to complete the improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge, to be collected against the above described property similarly as delinquent taxes are collected.

3. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and the applicable portion of the security for the completed improvements may be released. For 1 year from the date of the Certification of Completion, Subdivider agrees to correct and repair any defect in any public improvement which appears due to materials or workmanship, and shall be responsible for the costs of maintenance of the following improvements during such one year period:

All public improvements

All Association owned improvements shall be maintained by the Association.

4. This Agreement shall be binding upon the heirs successors or assigns of the Subdivider or the Town, provided that Subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.
5. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or occupancy permits shall be granted or



issued and no sale of any lot may occur if  
Subdivider is in breach of any provision of this  
Agreement at any time. This Agreement may also be  
enforced in accordance with the Colorado Planned  
Unit Development Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as  
of the 13 day of JUNE, 1990.

TOWN OF RIDGWAY, COLORADO

By Donald L. Batchelder  
Mayor

ATTEST:

Jan Miller  
Town Clerk

RIDGWAY LAND COMPANY,  
a Colorado Limited Partnership

by Robert N. Hunter, Jr.  
Managing General Partner

STATE OF COLORADO )  
COUNTY OF OURAY ) ss.

Subscribed and sworn to before me this 9th day of  
October, 1990, by Donald L. Batchelder, Mayor and Jan  
Miller, Town Clerk, of the Town of Ridgway, Colorado.

Witness my hand and official seal.

My Commission expires: June 15, 1994

Marjorie Israel  
Notary Public

975 So. Line, Ridgway, CO 81434  
Address

STATE OF COLORADO )  
COUNTY OF OURAY ) ss.

Acknowledged before me this 27th day of June,  
1990, by Robert N. Hunter, Jr., Managing General Partner of  
Ridgway Land Company, a Colorado Limited Partnership.

Witness my hand and official seal.

My commission expires: 8/16/93

Charles G. Schumacher  
Notary Public

629 Fourth St., Ouray, CO 81427  
Address



RIDGWAY LAND COMPANY SUBDIVISION  
IMPROVEMENT & LIEN AGREEMENT  
No. 127000

RIDGWAY LAND COMPANY

To

TOWN OF RIDGWAY

STATE OF COLORADO, } ss.  
COUNTY OF OURAY

I hereby certify that this instrument  
was filed for record in my office at

10:25 o'clock A.M.

October 9, 19 90, and

is recorded in Book 217,

pages 43 & 44.

Addie A. Sim

County Clerk and Recorder

By

*John Anderson*

Deputy

Fee \$ 15.00

Town of Ridgway

Box 10

Ridgway, Co. 81432

## RIDGWAY LAND COMPANY SUBDIVISION PLAT RESTRICTIONS

These plat restrictions are hereby declared and set out by Ridgway Land Company, a Colorado Limited Partnership, hereinafter called Declarant and the Town of Ridgway, Colorado, hereinafter called Town or Grantee. OK

WITNESSETH: WHEREAS, the Town of Ridgway, Colorado has approved the final plat of Ridgway Land Company Subdivision, Town of Ridgway, County of Ouray, State of Colorado on the condition that the Declarant execute and declare these plat restrictions which are incorporated by reference as part of the Ridgway Land Company Subdivision final plat. OK

THEREFORE: 1. Declarant is the owner of the real property located in Ouray County, Colorado, described as

Lots 1 through 3, 27 through 34 and Lot A, Greenbelts and Common Areas, Ridgway Land Company Subdivision, Town of Ridgway according to the Official Plat thereof on file in the Ouray County records.

2. Declarant hereby declares that the following terms, covenants, conditions, restrictions, and obligations shall be deemed to run with the land described in paragraph 1 above, and shall be binding and accrue to the Declarant, its successors and assigns and any person acquiring and holding an interest in said property, their grantees, successors, heirs, executors, administrators or assigns. OK

3. Declarant hereby agrees that upon the request to be made no sooner than July 1, 1992 of the Town, he will execute a petition for the creation of an Improvement District for the construction and payment of all costs associated therewith of the following improvements: cement sidewalk and paving of Hunter Parkway and Cimarron Drive as shown on the plat of Ridgway Land Company Subdivision. OK  
PETITION FOR  
IMPROVEMENT  
DISTRICT

Declarant hereby appoints the Ridgway Town Clerk as his agent, and attorney in fact to execute such Petition on his behalf.

4. Directional/off premise signs. Directional signs shall be located only on those areas designated for them on the plat. At such locations no individual business shall have a sign larger than three square feet. Directional signs shall be erected and maintained by the Ridgway U.S.A. Association, Inc. (hereinafter referred to as the Association). OK

5. Rear Area Signs. Businesses on lots abutting State Highway 550 shall not utilize more than fifty percent (50%) of the total sign area allowable for that business for signs which face State Highway 550. Signs facing State Highway 550 shall be attached directly and flush to a building and shall not be free standing. OK



9. Trash storage/pick-up areas shall be located to the rear of the front building line of the principal commercial building on the lot and shall be accessed by a parking aisle or travel way. Trash storage areas located directly behind a building, between it and the rear lot line, shall be provided access by at least a single lane travel way. Backing in one direction for pick up will be permitted. OK

10. Access from a public street to each lot shall be limited to two single driveway lanes, one each for ingress and egress with a minimum width of 12 feet for each lane. Ingress and egress may be combined at a single point with a minimum overall width of 24 feet. Access points shall not be allowed closer than twelve feet from a side lot line. OK

11. Parking spaces, parking aisles and travel ways may be located within easements provided for utilities. OK

12. Access between lots shall be limited to not more than twenty-four (24) feet of improved travel way. OK

B. The Building Official, if all other requirements of the Town of Ridgway building codes have been met along with applicable requirements of the plats of the Ridgway Land Co. Subdivision and Lot 3 PUD, Ridgway Land Co. Subdivision, shall issue a building permit based on demonstrated conformance with the above dimensional requirements. Any increase in customer floor area beyond that declared in an original building permit application shall be allowed only by means of application and approval of a new building permit and any increase without an appropriate building permit shall be considered a violation of the building code. OK

C. Customer Floor Area is defined as those spaces within the inner walls of a commercial structure to which members of the general public either have or are allowed access on a routine basis for the transaction of business. It shall not include spaces used principally for storage, warehouse, product assembly and fabrication or administrative office purposes, even though members of the public might be granted occasional access. OK

7. All trash receptacles and any outside storage of materials shall be screened from view from all public rights of way. OK

8. The twenty foot easement adjoining State Highway 550 shall be planted and developed by Declarant and maintained by the Association in accordance with the requirements of the Subdivision Improvements Agreement and approved development plans and standards. All ditches, common areas, greenbelt, and irrigation water system shall be maintained in good order by the Association. OK

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF OURAY )

The foregoing instrument was acknowledged before me this  
27th day of June, 1990, by Robert N. Hunter, Jr.,  
 Managing General Partner of the Ridgway Land Company, a Colorado  
 Limited Partnership.

Witness my hand and official seal.  
 My commission expires: 8/16/93

Charles G. Rahm  
 Notary Public

629 Fourth St. Ouray, CO 81427  
 Address

(SEAL)

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF OURAY )

The foregoing instrument was acknowledged before me this  
9th day of October, 1990, by Donald L. Batchelder, Mayor  
 of the Town of Ridgway, Colorado and Jan Miller, Town Clerk of the  
 Town of Ridgway, Colorado.

Witness my hand and official seal.  
 My commission expires: June 14, 1994

Maymie Israel  
 Notary Public

275 S. Lane Ridgway, CO 81432  
 Address

(SEAL)



# Vantage Point Commercial Center

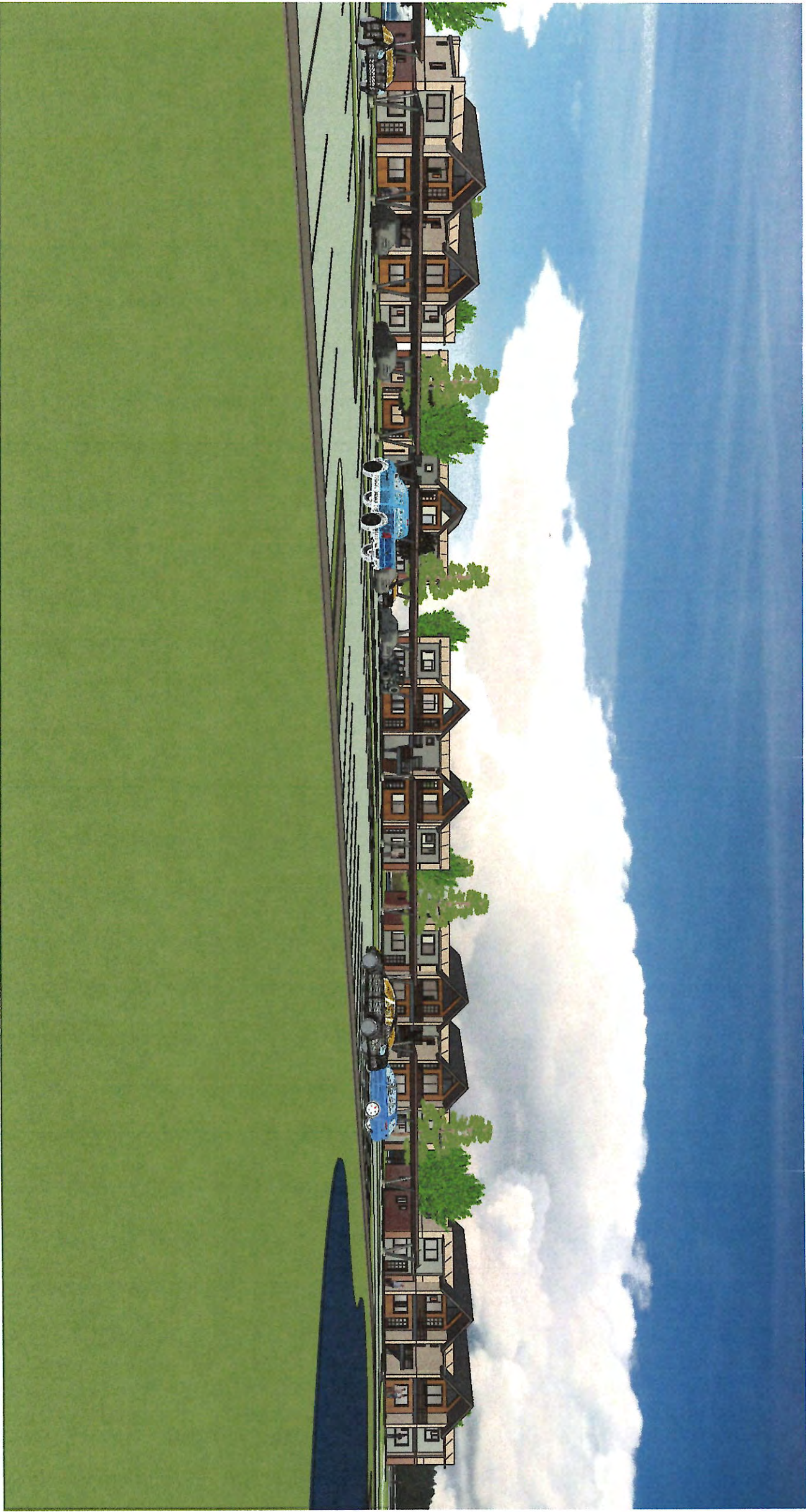
(Proposed Mixed-Use 17,000 sf Commercial / 20 Condo Units)



## Lot 3 PUD Overview

Vantage Point Commercial / Mixed-Use - 20 Condo Units Above





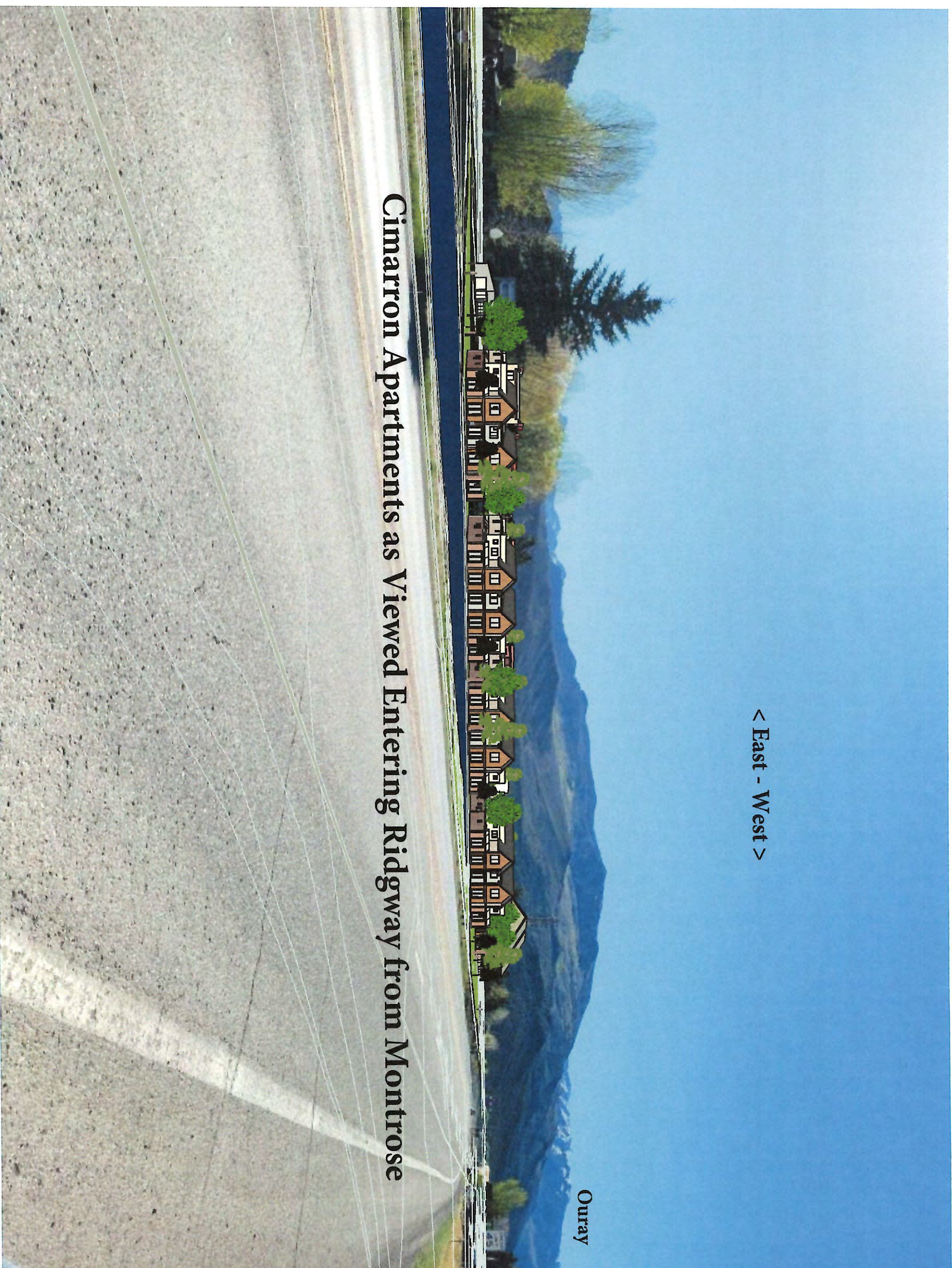
**Cimarron Apartments - East Facing Front Elevation**



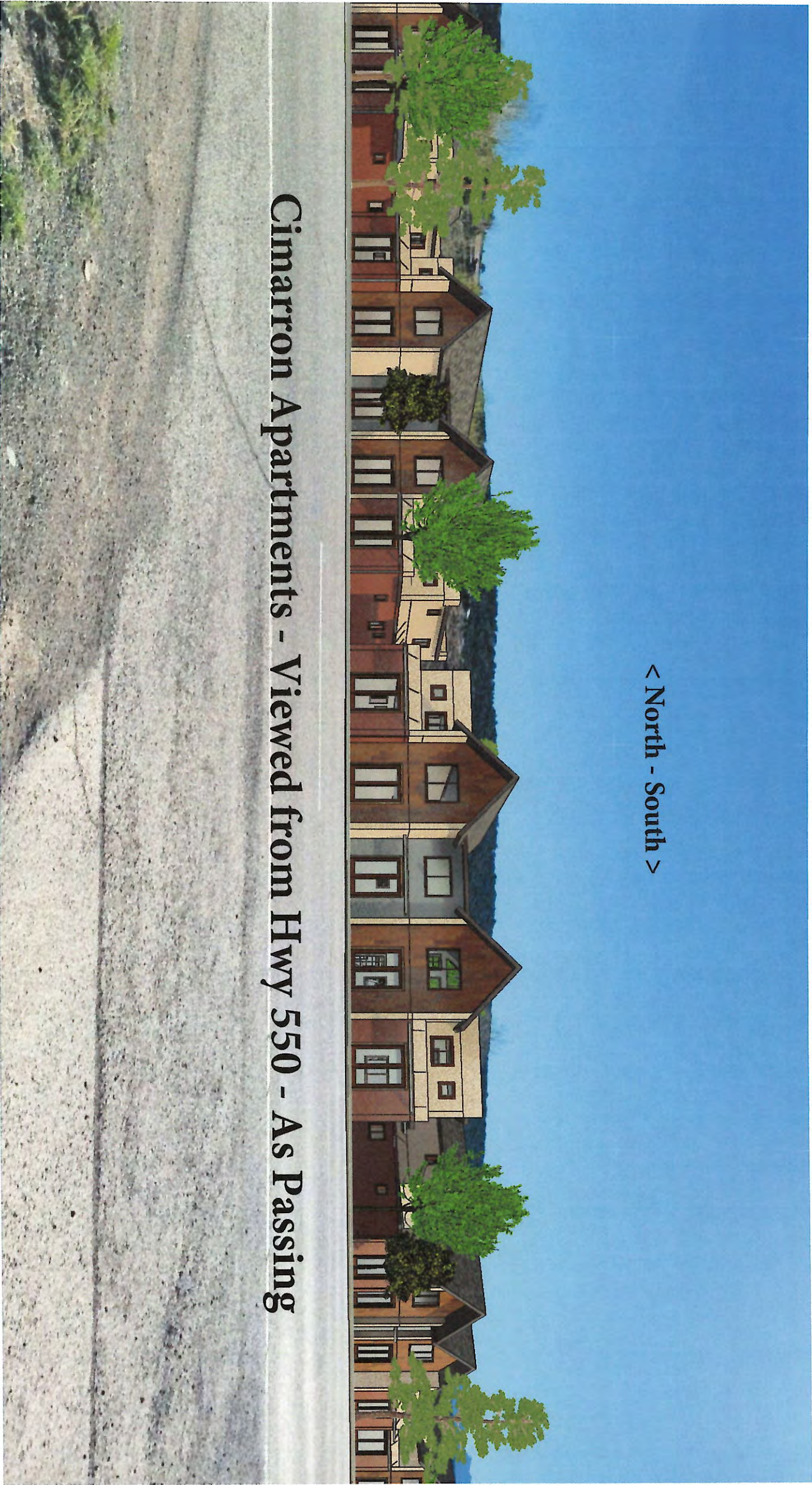
< East - West >

Ouray

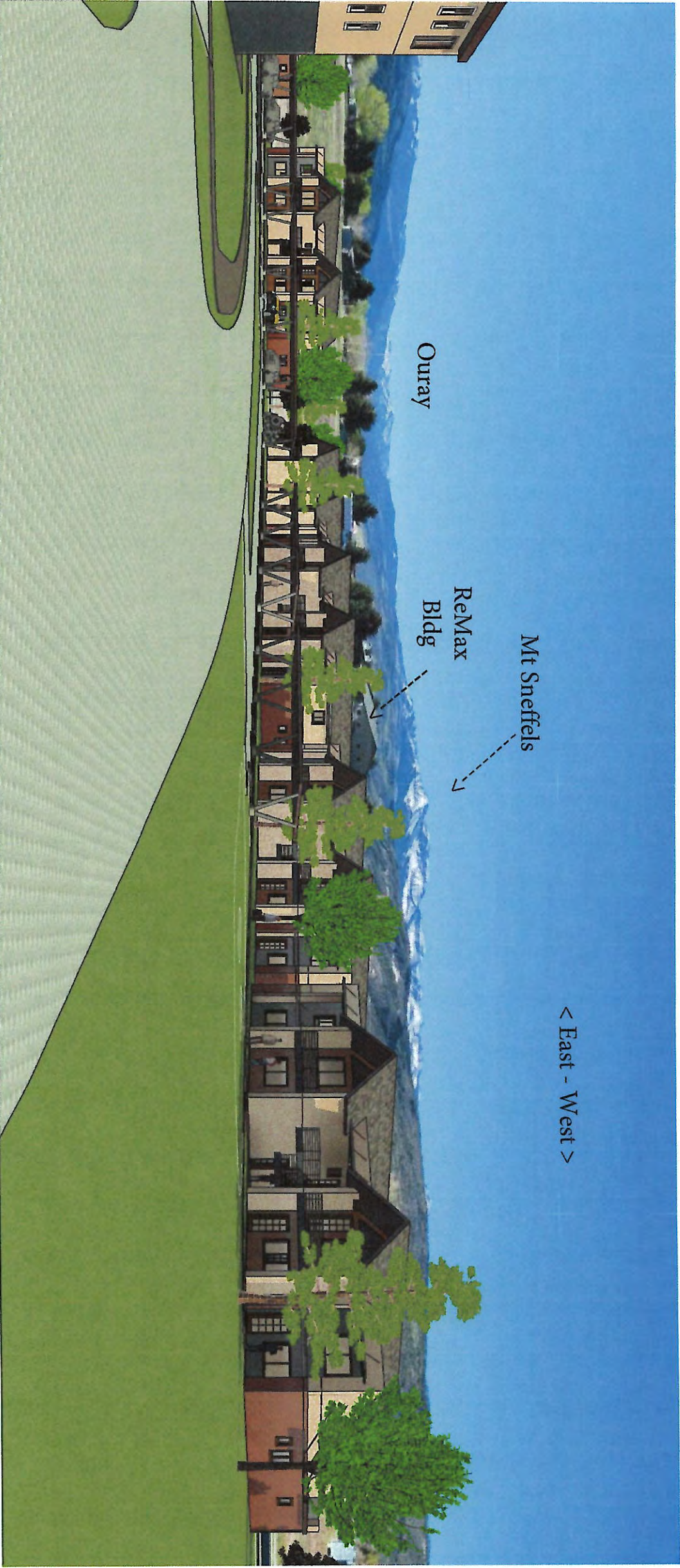
Cimarron Apartments as Viewed Entering Ridgway from Montrose





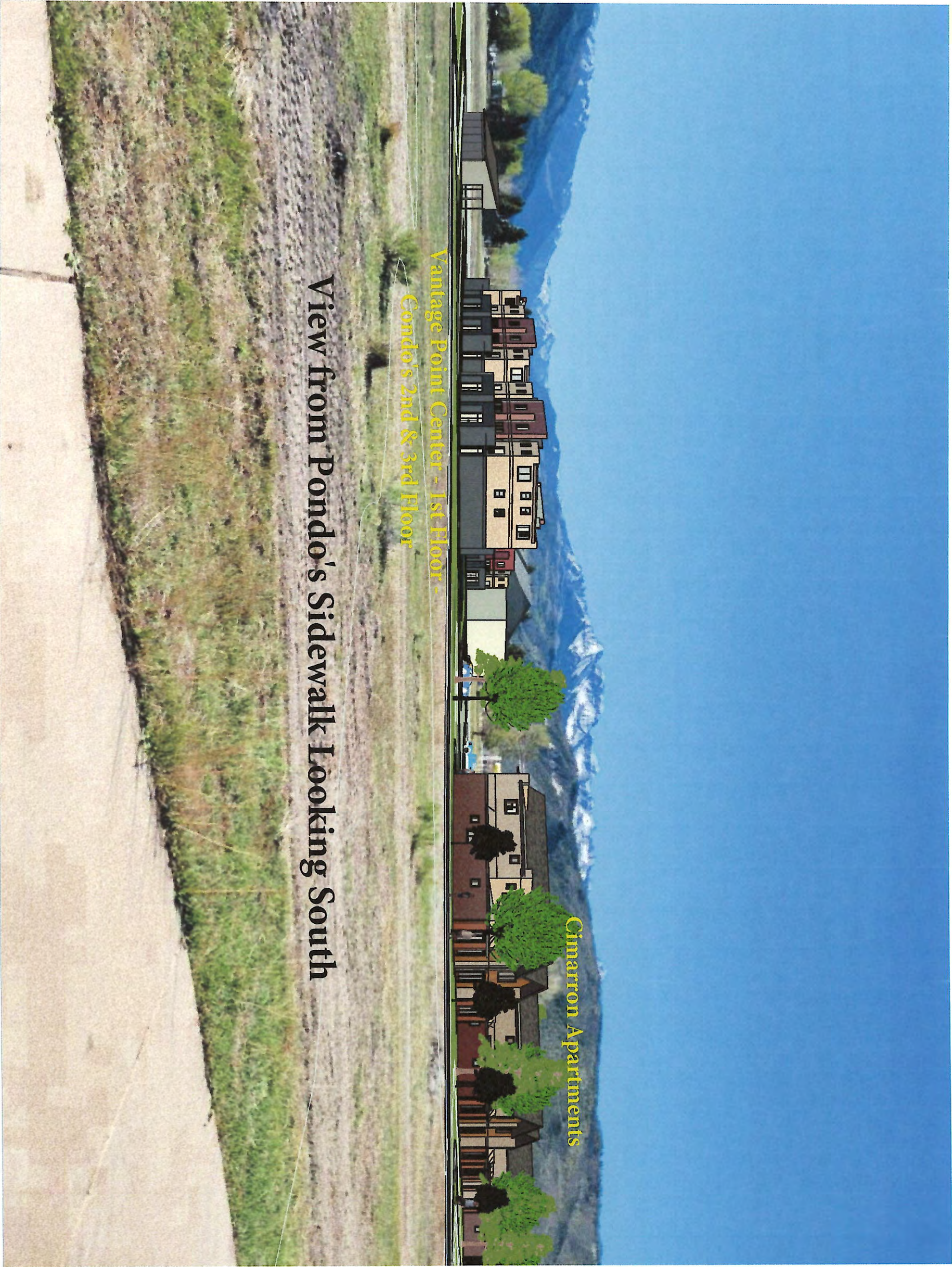






View from North Entrance & Pondo's Looking South



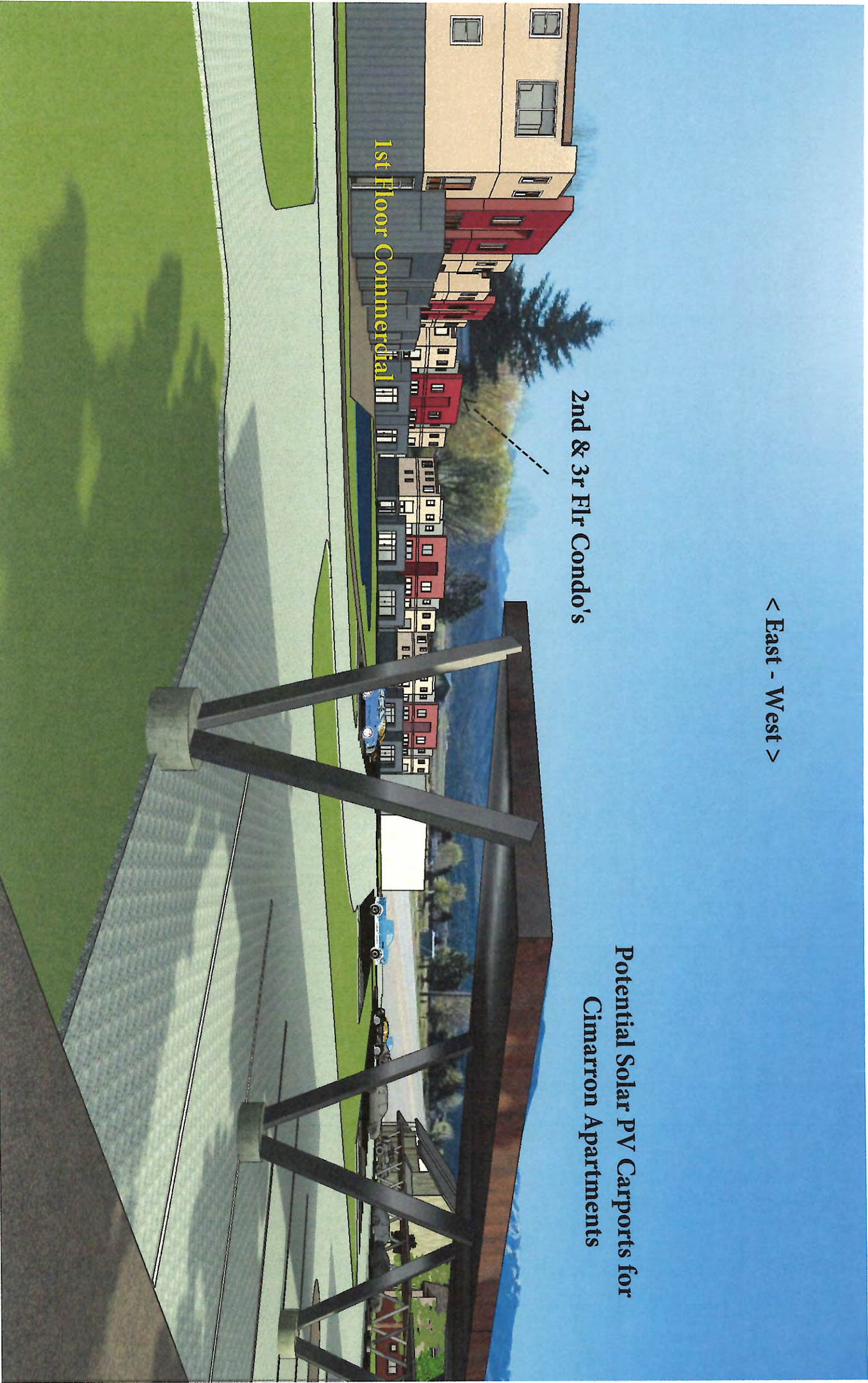


Cimarron Apartments

Vantage Point Center - 1st Floor -  
Condo's 2nd & 3rd Floor

View from Pondo's Sidewalk Looking South





**Preliminary View of Vantage Point Mixed-Use Area**



# Cimarron Apartments - Elevations



Cimarron Apartments - Front & East Facing Elevation (Left)



Cimarron Apartments - Front & East Facing Elevation (Center Stairway)



Cimarron Apartments - Front & East Facing Elevation (Right)

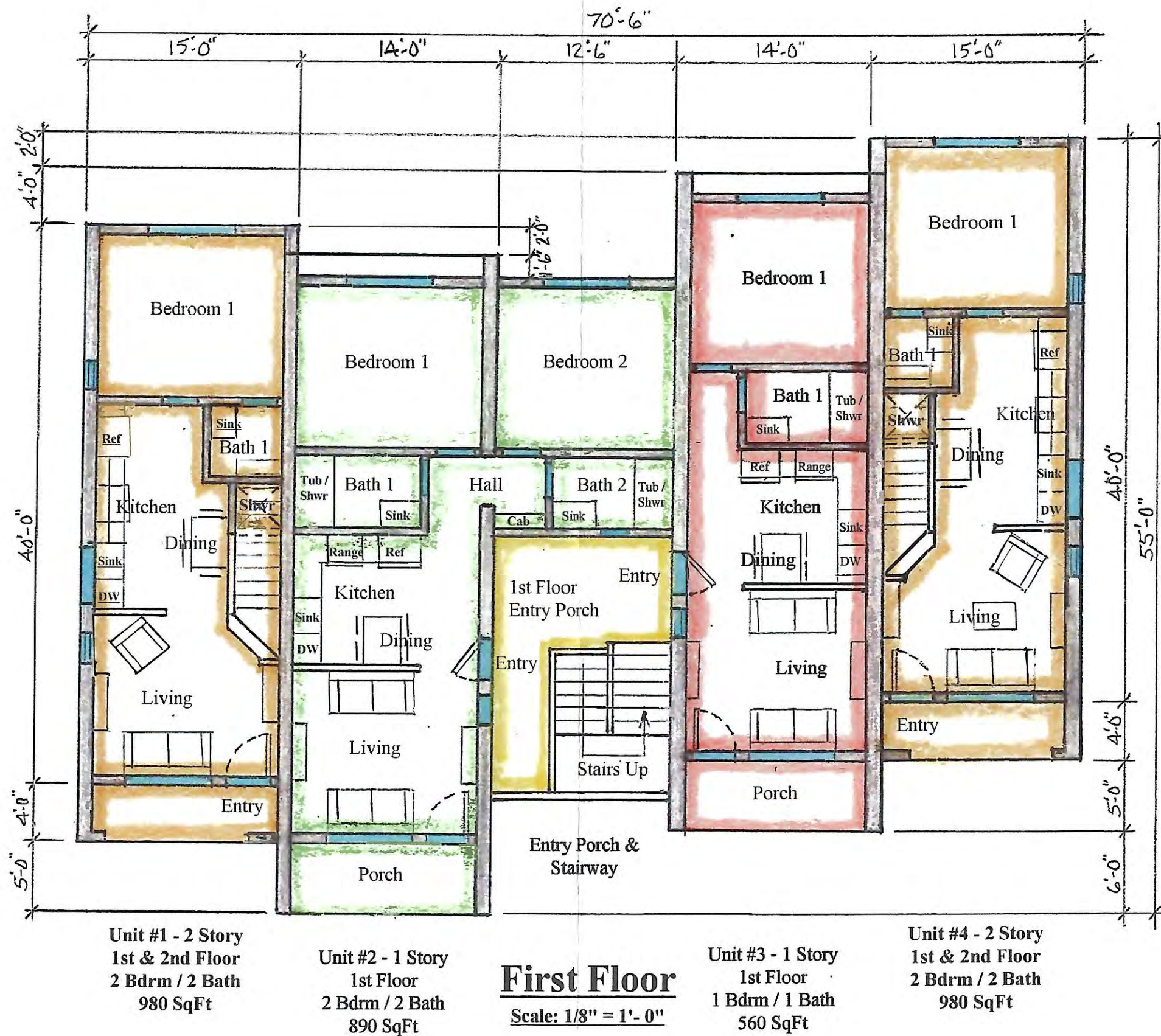


Cimarron Apartments - Rear & West Facing Elevation (Left)



Cimarron Apartments - Rear & West Facing Elevation (Right)





### 1st Floor

Unit #1 - 2 BD/2BA - 980 SqFt  
 Unit #2 - 2 BD/2BA - 890 SqFt  
 Unit #3 - 1 BD/1BA - 560 SqFt  
 Unit #4 - 2 BD/2 BA- 980 SqFt

### 2nd Floor

Unit #5 - 1 BD/1BA - 560 SqFt  
 Unit #6 - 2 BD/2BA - 890 SqFt

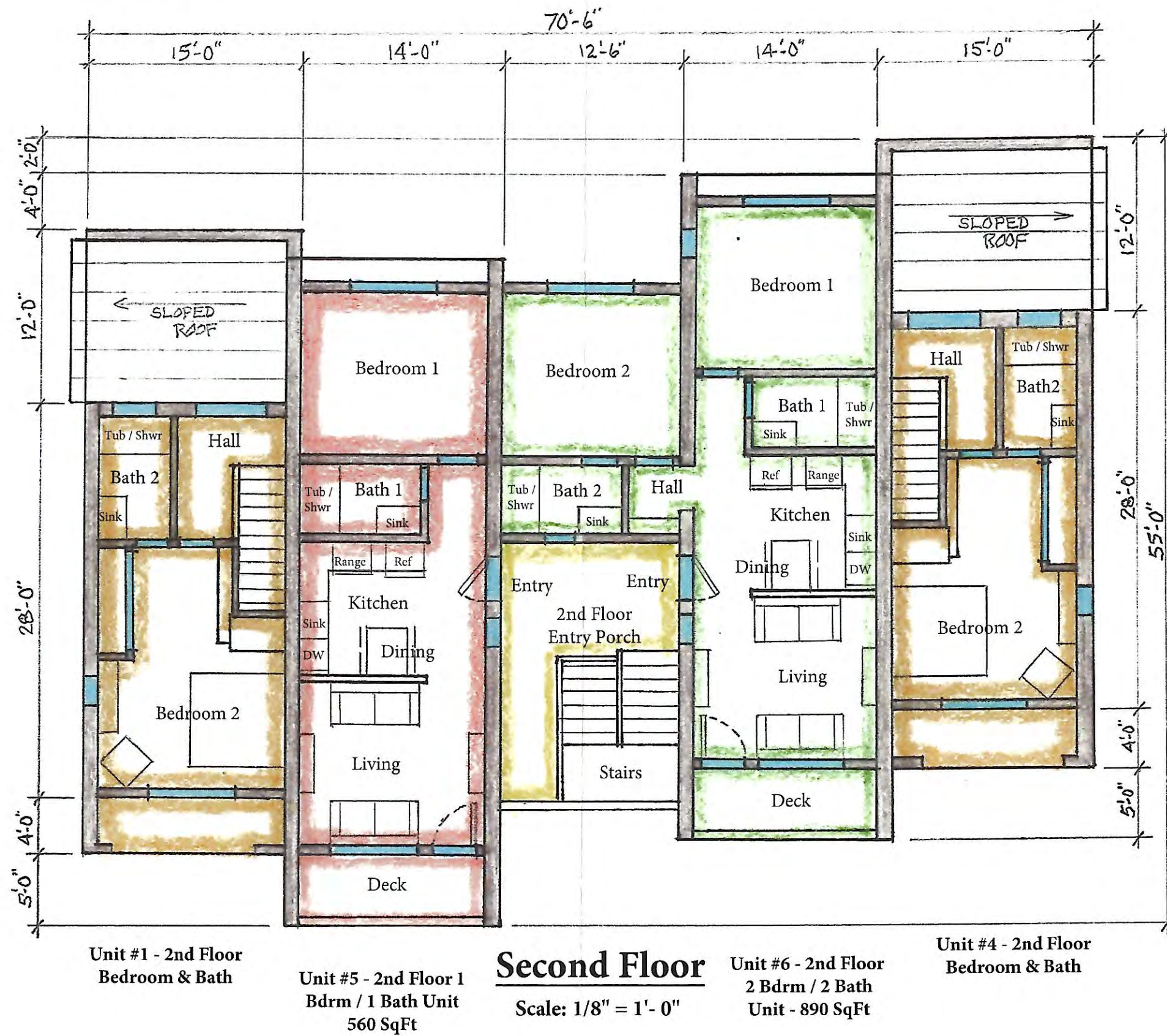
### Total SqFt Per Building

4,860 SqFt  
 x 6 Buildings =  
 29,160 Total SqFt +

Laundry Building  
 20' x 24' = 480 SqFt

Westside Apartments - 4-12-22





Westside Apartments - 4-12-22





# Colorado

## Secretary of State

Jena Griswold

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## Summary

Details			
Name	RIDGWAY LAND COMPANY L.L.P.		
Status	Good Standing	Formation date	07/09/1990
ID number	19901073316	Form	Limited Liability Limited Partnership
Periodic report month	February	Jurisdiction	Colorado
Principal office street address	1509 AMERICAN WAY, MONTROSE, CO 81401, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	ROBERT HUNTER
Street address	1509 AMERICAN WAY, MONTROSE, CO 81401, United States
Mailing address	n/a

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## AGENDA ITEM #4



**To:** Town of Ridgway Planning Commission  
**Cc:** Preston Neill, *Ridgway Town Manager*  
**From:** TJ Dlubac, AICP, *Community Planning Strategies, Contracted Town Planner*  
**Date:** May 27, 2022  
**Subject:** Lakin-Arnold Subdivision for May 31, 2022, PC Meeting

---

#### APPLICATION INFORMATION

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**Request:** Approval of the Lakin-Arnold Subdivision to separate one single interest ownership into two lots.

**Legal:** Lots 16, 17 & 18, Block 20, Town of Ridgway  
NE1/2 Section 17, T45N, R8W, NMPM

**Address:** 377 N. Laura St

**General Location:** South of Frederick St., north of Charles St., and west of and adjacent to N. Laura St.

**Parcel #:** 430516204002

**Zone District:** Historic Residential (HR)

**Current Use** Single-Family Residence

**Applicant** Beth Lakin

**Owner** Beth Lakin

#### PROJECT REVIEW

---

##### BACKGROUND

The application for an Amended Plat was submitted on September 17, 2021. A completeness review was conducted, and the application was accepted as complete on October 4, 2021 after additional information was provided by the applicant.

Upon review of the application by town staff and consultants, it was realized that the current sewer main line in the alley to the west of the property does not extend far enough to the south to service the new proposed Lot 2. After discussing the issue with the applicant, it was agreed upon to continue the Planning Commission hearing to November 30, 2021 to allow time for the applicant and town staff to discuss options for this parcel and proceed with a recommendation to Planning Commission which will meet the needs of this particular development as well as the remainder of this block.

Town staff confirmed the location of the sewer manhole and then met with the applicant to discuss options. Following a discussion of the options available to the applicant, it was determined that the best option moving forward was to delay this application until April 2022 to allow adequate time for the applicant to design the sewer line extension, gain town approval of the design, and install the public improvements in the Spring.

## **APRIL 26<sup>TH</sup> UPDATE**

The Applicant requested the Planning Commission table the application to their May 2022 meeting to continue working on designing and extending the sewer line extension.

### **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 parcels are already platted and changes to the property boundaries or access is being contemplated with this request. Since the request addresses allowed uses on the property, the change is not material for the plat; however, the merits and applicable design and development standards required by the RMC will be reviewed at such time the property develops further. Therefore, the requirements set forth in 7-4-10(C) apply to this application.

This section requires the applicant to submit appropriate documentation in accordance with subsection 7-4-5(C) of the RMC and states that the application shall be reviewed with the procedures set forth in subsection 7-4-5(C) as well.

#### **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 plat amendment 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.*

### **PUBLIC NOTICE AND PUBLIC COMMENT**

---

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 has been posted and proper notification has been completed by the Town in accordance with RMC §7-4-13.

As of the drafting of this staff report, no public comments either for or against the request have been received.





#### **MAY 2022 UPDATE**

---

The sewer extension design has been reviewed and approved by the Town Engineer; however, the Applicant has not been able to schedule contractors to come out and complete the work. RMC §7-4-5(C)(5)(a) states:

*(a) As-built plans containing information as required by the Town specifications and regulations, for water, sewer, electricity, gas, telephone and drainage systems, along with any other available as built plans.*

Therefore, since the improvements have not yet been installed, the as-builts, as required by this code section, have not been submitted and, thus, the file cannot be presented to Planning Commission.

#### **STAFF RECOMMENDATION**

---

Staff agrees with the applicant's request to continue the public hearing for this application until the Planning Commission's regular meeting on June 28, 2022.

#### **ATTACHMENTS**

---

- A. Application and Support Materials
- B. Applicant Continuance Email from May 23, 2022





# Planning Commission Hearing Request

Official Use Only  
Receipt # 181  
Date Received: 9-17-21  
Initials: [Signature]

## General Information

Applicant Name <b>Beth Lakin</b>		Application Date <b>9/14/2021</b>
Mailing Address <b>PO Box 2114; Ridgway, CO 81432</b>		
Phone Number <b>970-901-8624</b>	Email <b>beth.l.lakin@gmail.com</b>	
Owner Name <b>same</b>		
Phone Number	Email	
Address of Property for Hearing <b>377 N Laura St</b>		
Zoning District <b>Historic Residential</b>		

## Brief Description of Requested Action

Replat Lots 16, 17, 18 of Block 20 into Lots 1 & 2 Lakin-Arnold Replat

## Action Requested and Required Fee Payable to the Town of Ridgway

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

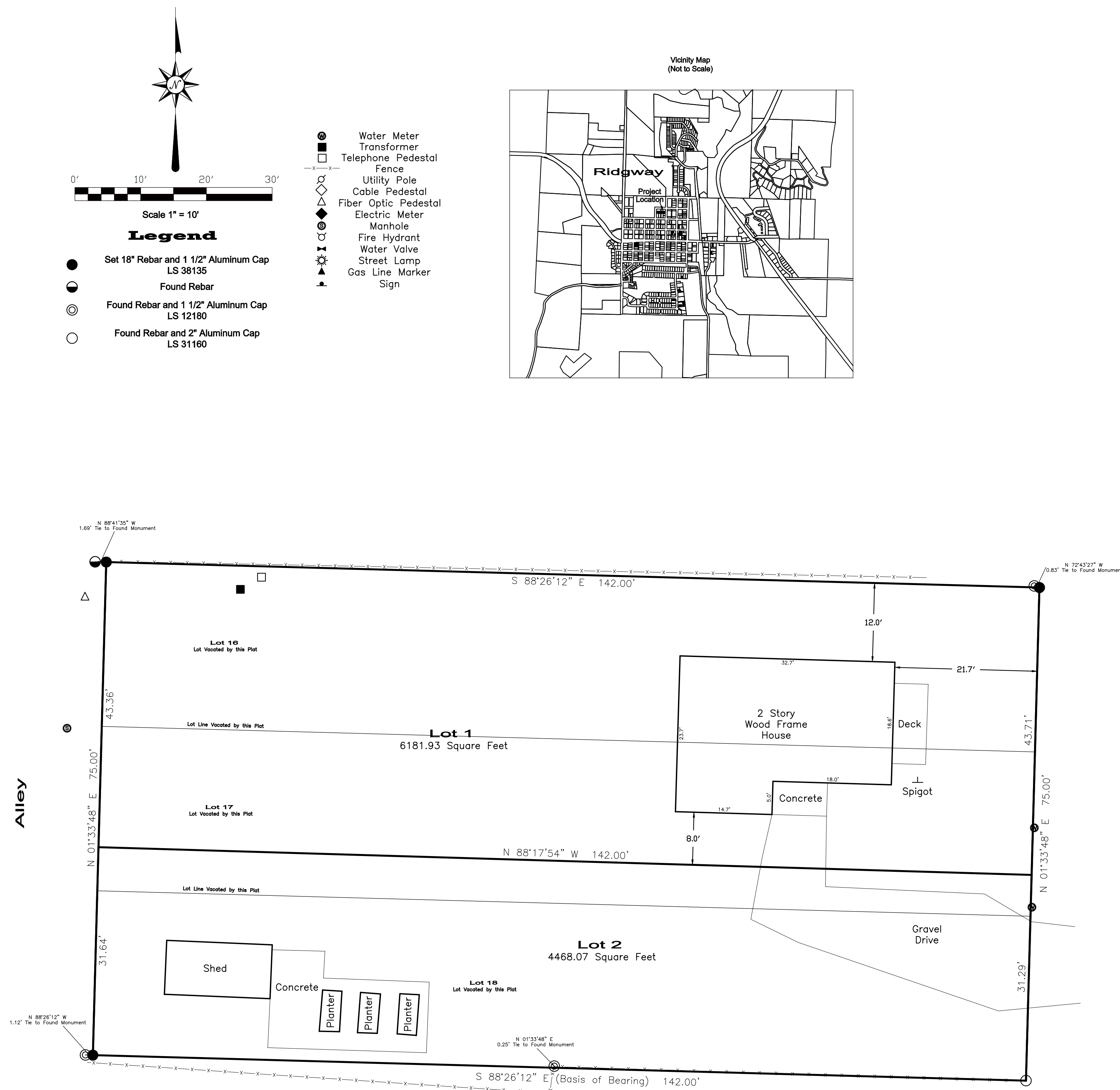
  
Applicant Signature

9/16/2021  
Date

  
Owner Signature

9/16/2021  
Date

**Lakin-Arnold Subdivision**  
**An Amended Plat of Lot 16, 17 and 18, Block 20, Town of Ridgway**  
**Located in Northeast 1/4 Section 17, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado**



## CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that Beth Leigh Lakin, as the owner ("Owner") of certain lands in the Town of Ridgway, Colorado, to wit:

Lot 16, 17 and 18, Block 20, 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 Lakin-Arnold Subdivision. Private easements are reserved or conveyed for the purposes as indicated on the plat.

Executed this \_\_\_\_ day of \_\_\_\_\_, A.D. 202\_\_.

By: Beth Leigh Lakin

**NOTARIAL:**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by Beth Leigh Lakin.

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

**TREASURER'S CERTIFICATE:**

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

Date: \_\_\_\_\_

Jill Mihelich, Ouray County Treasurer

## NOTES

1. All outdoor lighting fixtures to comply with town of Ridgway regulations.
2. The property placed hereon is subject to the prior easements as shown herein.
3. Easements for utilities shall include a blanket utility easement over and across all lots.
4. BASIS OF BEARINGS: The south line of LOT 18, BLOCK 20, TOWN OF RIDGWAY, COLORADO is recorded as the bearing S 88°26'12" E, as shown herein.
5. Linear Units: US Survey Foot.
6. Each lot is limited to one principal dwelling unit for which applicable excise tax has been paid.

## 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\_\_\_\_\_.

by \_\_\_\_\_, Mayor.

### PLANNING COMMISSION:

Approved by the Ridgway Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 202\_\_.

by \_\_\_\_\_, 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

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. \_\_\_\_\_

By \_\_\_\_\_  
Michelle Nauer, Ouray County Clerk and Recorder

Deputy

PROJECT MANAGER: PS		REVISIONS	DATE	DESCRIPTION	BY
CADD TECH: PS		1			
CHECKED BY: PS		2			
START DATE: 9/1/2021		3			
		4			
		5			
		OFFICE (970) 249-5349 CELL (970) 729-1289 23414 INCOMPAPRE ROAD MONTROSE, CO 81403 <a href="http://WWW.ORIONSURVEYING.COM">WWW.ORIONSURVEYING.COM</a>			
DRAWING PATH: Renlat 9-21		SHEET NO. 1 OF 1		PROJECT: 21228	



Beth Lakin  
377 N Laura St  
Ridgway, CO 81432

September 28, 2021

Town of Ridgway:

This letter is to confirm that to my knowledge mineral rights have not been severed from surface rights and that I have not conveyed any mineral rights for Lots 16, 17, and 18 of Block 20, Town of Ridgway, County of Ouray, Colorado.

Sincerely,

A handwritten signature in black ink that reads "Beth Lakin". The signature is written in a cursive, flowing style with a large initial "B" and a stylized "L".

Beth Lakin



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

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

Beth L Lakin ("Applicant") and Beth L Lakin ("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 17 day of September, 2021.

**APPLICANT:**

By: [Signature]  
Beth L Lakin, authorized signer  
(print name)

**PROPERTY OWNER:**

By: [Signature]  
Beth L Lakin, authorized signer  
(print name)





TJ Dlubac &lt;tdlubac@planstrategize.com&gt;

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**Re: Sewer Line Extension in Ridgway**

1 message

**Beth Lakin** <beth.l.lakin@gmail.com>

Mon, May 23, 2022 at 8:45 PM

To: Preston Neill &lt;pneill@town.ridgway.co.us&gt;

Cc: TJ Dlubac &lt;tdlubac@planstrategize.com&gt;, Joanne Fagan &lt;jfagan@town.ridgway.co.us&gt;

Weeeee. Another continuance it is.

I'm working as hard as I can to find a contractor who can get this done. I'm really trying to be sure that it's done for June.

On Mon, May 23, 2022 at 8:26 PM Preston Neill <pneill@town.ridgway.co.us> wrote:

Hey Beth,

If you'd like to pursue a conditional approval from Planning Commission, that's your prerogative. However, I probably wouldn't advise that option given your status of Town Council member.

PN

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**From:** Beth Lakin <beth.l.lakin@gmail.com>**Sent:** Monday, May 23, 2022 4:57 PM**To:** TJ Dlubac <tdlubac@planstrategize.com>**Cc:** Preston Neill <pneill@town.ridgway.co.us>; Joanne Fagan <jfagan@town.ridgway.co.us>**Subject:** Re: Sewer Line Extension in Ridgway

Preston, is the provisional approval option still on the table?

On Mon, May 23, 2022 at 3:52 PM TJ Dlubac <tdlubac@planstrategize.com> wrote:

Hi Beth,

It appears work hasn't begun on the sewer extension so we'll be continuing the project again. So on May 31st we're request the PC continue the hearing to June 28th.

*Thanks!*

On Mon, May 2, 2022 at 6:56 AM TJ Dlubac <[tdlubac@planstrategize.com](mailto:tdlubac@planstrategize.com)> wrote:

Hi Beth!

Just got word that Joanne reviewed and approved the sewer line extension so you can now proceed with applying for an encroachment permit from the Town to start the work.

*Thanks!*

On Fri, Apr 22, 2022 at 8:16 AM Beth Lakin <[beth.l.lakin@gmail.com](mailto:beth.l.lakin@gmail.com)> wrote:

So after what seems like ages, Mesa has finally wrapped up the engineering on the sewer line extension. TJ ... I'm going to need another extension to May regarding planning commission. :-)

Does this get reviewed by Joanne before an encroachment/excavation permit or in conjunction with that application? I'm just trying to get things sorted out.

----- Forwarded message -----

From: **Mesa Engineering & Surveying** <[mesaengr@gmail.com](mailto:mesaengr@gmail.com)>

Date: Thu, Apr 21, 2022 at 3:28 PM

Subject: Re: Sewer Line Extension in Ridgway

To: Beth Lakin <[beth.l.lakin@gmail.com](mailto:beth.l.lakin@gmail.com)>

Cc: Kristin Arnold <[kristinarnold2@gmail.com](mailto:kristinarnold2@gmail.com)>

Beth,

Here is the sewer extension profile that I just finished up. I will get a bill out tomorrow for this.

Thanks,

Chad Glover



On Thu, Apr 21, 2022 at 3:18 PM Beth Lakin <[beth.l.lakin@gmail.com](mailto:beth.l.lakin@gmail.com)> wrote:

Just checking on the status of the plan. Has it been sent to the Town?

On Mon, Apr 18, 2022 at 5:04 PM Mesa Engineering & Surveying <[mesaengr@gmail.com](mailto:mesaengr@gmail.com)> wrote:

Beth,

The plan will go out tomorrow after a quick review.

Chad

On Tue, Apr 12, 2022 at 8:09 AM Beth Lakin <[beth.l.lakin@gmail.com](mailto:beth.l.lakin@gmail.com)> wrote:

Hi Chad,

Just checking in to see where we're at with the engineering for the sewer extension project.

Thanks,

Beth Lakin

On Fri, Mar 25, 2022 at 1:56 PM Mesa Engineering & Surveying <[mesaengr@gmail.com](mailto:mesaengr@gmail.com)> wrote:

Beth,

Randy is reviewing the survey information for the site and I should be able to work on this the week of April 4th. Feel free to contact the office if needed.

Thanks,

Chad Glover

On Thu, Mar 24, 2022 at 4:07 PM Beth Lakin <[beth.l.lakin@gmail.com](mailto:beth.l.lakin@gmail.com)> wrote:

Randy,

Do you have an estimated completion date on the engineering for the sewer extension so we can get the contractor scheduled?

Beth

On Sun, Mar 13, 2022 at 7:41 PM Beth Lakin <[beth.l.lakin@gmail.com](mailto:beth.l.lakin@gmail.com)> wrote:

Randy,

Just circling back on this to see when we can expect a quote and for the work so we can schedule a start date and get a timeline in place.

As Kristin mentioned, we're anxious to get things moving. If I can be of any assistance obtaining information from Town, please let me know.

Thanks!

Beth

970-901-8624

On Wed, Mar 9, 2022 at 9:28 AM Kristin Arnold <[kristinarnold2@gmail.com](mailto:kristinarnold2@gmail.com)> wrote:

Thank you for taking the time to chat this morning. Attached is the replat/survey we had completed to subdivide the property, and below is a bit more information on what the town needs from us in order to move forward with the sewer line installation. Can you please give me an estimate on the cost of the engineering work and a timeline for when we might be able to get this completed? Also, are you able to complete the construction side of things should we want that? We are hoping to have things done quickly so we can submit all documents to the town and dig as close to the end of the no dig date (March 15) as possible! From the Town of Ridgway:

"There needs to be a manhole at the end of all sewer mains including the line you are contemplating extending. You can either move the existing manhole to the new end of the line or add a manhole to the end of the new line. We do not currently have any elevation info. That would be part of the work your engineer should provide."

Any further questions for town should run through Joanne Fagan. Her email address is [jfagan@town.ridgway.co.us](mailto:jfagan@town.ridgway.co.us).

Let me know if there are further questions I can answer, and to schedule a start date.

Thanks,

Kristin Arnold

303-618-9356

PS- I have looped the current property owner, Beth Lakin, into this email thread.



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Mesa Building and Foundation Design, LLC.  
330 South 5th Street  
Montrose, Co 81401-5705  
(970) 249-7771

[mesaengr@gmail.com](mailto:mesaengr@gmail.com)

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## AGENDA ITEM #5



PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING

APRIL 26, 2022

CALL TO ORDER

The Planning Commission convened both in-person at 201 N. Railroad Street, Ridgway, Colorado and via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy, due to the COVID-19 pandemic.

Mayor Clark called the meeting to order at 5:30 p.m. Commissioners Emilson, Franz, Liske, Montague, and Mayor Clark were in attendance. Mayor Pro Tem Meyer arrived at 5:33 p.m., and Commissioner Nelson was absent.

PUBLIC HEARING

1. Application for Temporary Use Permit (TUP); Location: Phillips Re-subdivision, Block 34, Lots A-B; Zone: Historic Business; Applicant: GTO Construction; Owner: Jenny Lee Phillips Revocable Funded Living Trust

Staff Report dated April 22, 2022, presenting background, analysis and recommendation prepared by TJ Dlubac, AICP of Community Planning Strategies.

TJ Dlubac presented an application to extend a Temporary Use Permit that expired. He explained the original permit was approved for 2 months and the applicant is seeking a nine-month extension to complete the project. Dlubac noted the permit was issued for materials staging on the sidewalk for a re-construction project, with 80% of the demolition being completed, and the parameters have not changed. The Planner explained the orientation of the site plan, pedestrian flow on the site map and noted complaints have not been received from the public during the initial TUP period. He noted an encroachment permit was issued with the original TUP to allow for fencing to be placed along the sidewalk to enclose the construction area and that has expired as well. Planner Dlubac recommended approval of the application with the following conditions noted in the Staff Report dated April 22, 2022: *1.) Equipment shall not idle between the hours of 7p.m. - 7a.m., 2.) Temporary Use Permit shall expire on January 31, 2023., 3.) Adequate signage identifying the sidewalk being closed to pedestrians and that a detour is in place to use the sidewalk on the north side of Clinton Street should be used by pedestrians shall be added to the site plan., 4.) Obtain an encroachment permit from the Town for right-of-way infringement on Town sidewalks and parking spaces for construction fencing.*

The Commissioners discussed the request with staff and the Owner. Town Manager Neill explained condition 4 is met because a renewed encroachment permit is in place and that parking along Clinton Street will be available since the TUP is for the sidewalk in front of the building. TJ Dlubac clarified the fencing will be placed intermittently; only when facade construction activity occurs.

The Chairperson opened the hearing for public comment and there was none.

ACTION:

Commissioner Emilson moved to approve the Temporary Use Permit to allow for construction and staging at Block 34, Lots A-B; Address: 540 Clinton Street with the following conditions: 1.) Equipment shall not idle between the hours of 7p.m. - 7a.m., 2.) Temporary Use Permit shall expire on January 31, 2023., 3.) Adequate signage identifying the sidewalk being closed to pedestrians and that a detour is in place to use the sidewalk on the north side of Clinton Street should be used by pedestrians shall be added to the site plan. The motion was seconded by Mayor Clark. On a call for the roll call vote, the motion carried unanimously.

2. Application for Preliminary Plat; Location: Town of Ridgway, Block 30, Lots 1-12, Zone: Historic Residential; Applicant: David Bruce; Owner: Ridgway Homes, LLC

Staff Report dated April 22, 2022, presenting background, analysis and recommendation prepared by TJ Dlubac, AICP of Community Planning Strategies. Memorandum dated April 22, 2022, from Julia Vollendorf expressing concerns about the proposed project.

Planner Dlubac presented an application for Preliminary Plat for proposed affordable and work force housing. He explained the request was reviewed by the Planning Commission in September of 2021, and the applicant withdrew the request to amend the Sketch Plan with significant changes. The Planner further explained the applicant intends to submit the revised sketch plan and preliminary plat for the Planned Unit Development in time for the May 2022 Planning Commission Hearing.

Paul Major, Owner of Ridgway Homes LLC said his company is a non-profit developer and the intention is to provide affordable and work force housing priced for locals. Modular homes built 80 % complete at the factory and then placed on the lots will be utilized to contain costs. A concise construction timeline must be maintained to not lose the slot for each order at the factory, deliver the homes on time and to keep the project on budget. He requested an expedited staff review of the re-submitted materials to accommodate a move-in date for residents of December 2022. Mr. Major stressed that the October construction timeline with the factory must be maintained for residents to move into the homes by December.

Commissioner Franz disclosed her home is situated behind the parcel and she was included in a list serve for public comment regarding the project but has removed herself from the list serve and is no longer receiving any information from that. Chairperson Montague noted she lives near the project and is in support of it.

Town Manager Preston Neill said the Town Council directed staff to be attentive to the project, and staff is doing their best to accommodate the Council's directive. Mayor Clark noted the applicant must ensure the documentation is submitted accurately, with the required criteria to prevent any delays in the staff review process.

The Chairperson opened the hearing for public comment and there was none.

The Commissioners further discussed the construction process with the applicant and the Town Manager noted Julia Vollendorf has been contacted regarding her concerns. Applicant David Bruce responded to Ms. Vollendorf as well and is taking some of her concerns into consideration with the re-submittal.

3. Application for Final Plat; Location: Town of Ridgway, Block 20, Lots 16-18; Zone: Historic Residential; Applicant Beth Lakin; Owner: Beth Lakin



Staff Report dated April 22, 2022, presenting background, analysis and recommendation prepared by TJ Dlubac, AICP of Community Planning Strategies.

Mr. Dlubac presented an application for Final Plat that would subdivide 1 lot into 2 parcels. He noted the initial request has been continued twice. The Planner explained the applicant had difficulties securing a design team for the sewer extension. A design team was finally secured but not in enough time to meet the April Planning Commission Hearing deadline. He explained the applicant has requested the hearing be continued until the May 31, 2022, Planning Commission Regular Meeting.

The Commissioners confirmed that the applicant will be able to meet the deadline for the May 31 meeting with the Planner.

The Chairperson opened the hearing for public comment and there was none.

**ACTION:**

Mayor Clark moved to grant a one-month extension for the Lakin/Arnold Subdivision to secure the sewer line extension. The motion was seconded by Mayor Pro Tem Meyer. On a call for the roll call vote, the motion carried unanimously.

**APPROVAL OF THE MINUTES**

**4. Approval of the Minutes from the Meeting of March 29, 2022**

**ACTION:**

Mayor Pro Tem Meyer moved to approve the Minutes from March 29, 2022. The motion was seconded by Commissioner Franz. On a call for the roll call vote, the motion carried unanimously with Commissioner Emilson and Mayor Clark abstaining.

**ADJOURNMENT**

The meeting adjourned at 6:00 p.m.

Respectfully submitted,

Karen Christian  
Deputy Clerk