

**TOWN OF MOUNTAIN VILLAGE  
DESIGN REVIEW BOARD REGULAR MEETING  
WEDNESDAY MARCH 30, 2016 10:00 AM  
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL  
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO  
AGENDA**

|            | <b>Time</b> | <b>Min.</b> | <b>Presenter</b>                | <b>Type</b>                                |  |
|------------|-------------|-------------|---------------------------------|--|--|
| <b>1.</b>  | 10:00       |             | Chair                           |  | Call to Order  |
| <b>2.</b>  | 10:00       | 10          | Town Clerk or Deputy Town Clerk | Action                                     | Swearing in of Design Review Board Members appointed by Town Council at the March 16, 2016 Council Meeting   |
| <b>3.</b>  | 10:10       | 5           | Board Members                   | Action                                     | Design Review Board Annual Election of Chair, Vice-Chair and Temporary Chair   |
| <b>4.</b>  | 10:15       | 5           | Van Nimwegen                    | Action                                     | Reading and Approval of Summary of Motions of the March 3, 2016 Design Review Board Meeting  |
| <b>5.</b>  | 10:20       | 30          | Mahoney and Van Nimwegen        | Executive Session                          | Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e  |
| <b>6.</b>  | 10:50       | 5           | Van Nimwegen                    | Public Hearing<br>Quasi-Judicial<br>Action | The following proposed actions for Lots 376RA, 387R and Access Tract A-376R, 127 and 129 Rocky Road:<br>1. Rezone;<br>2. Major Subdivision; and<br>3. Vested Rights Approval.<br><i>Note: This item will be continued till the May Design Review Board Meeting</i> |
| <b>7.</b>  | 10:55       | 5           | Bangert                         | Action                                     | Consideration of a Design Review application for a private access tract for Lot 376R and 387R<br><i>Note: This item will be continued till the May Design Review Board Meeting</i>   |
| <b>8.</b>  | 11:00       | 30          | Henderson                       | Work Session                               | Conceptual Design Review for a New Single Family Home on Lot AR-32   |
| <b>9.</b>  | 11:30       | 30          | Lunch                           |  |  |
| <b>10.</b> | 12:00       | 30          | Bangert                         | Work Session                               | Conceptual Design Review for a New Single Family Home on Lot 5   |
| <b>11.</b> | 12:30       | 30          | Van Nimwegen                    | Work Session                               | Conceptual Design Review for a New Single Family Home on Unit 15 of Lot 161D-1 (The Ridge)   |
| <b>12.</b> | 1:00        | 5           | Van Nimwegen                    | Informational                              | May 19, 2016 Joint Town Council and Design Review Board Meeting  |
| <b>13.</b> | 1:05        | 5           | Van Nimwegen                    |  | Other Business   |
| <b>14.</b> | 1:10        |             |                                 |  | Adjourn  |

**Jane Marinoff**

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**From:** Susan Johnston  
**Sent:** Wednesday, March 23, 2016 3:36 PM  
**To:** Jane Marinoff  
**Subject:** Motion for DRB

Jane,

Please use the motion noted below:

On a **MOTION** by Michelle Sherry and seconded by Laila Benitez, Council voted 6-0 to appoint Keith Brown, Banks Brown, Luke Trujillo and David Craige to the regular seats on the Design Review Board and to leave the alternate seat open pending further discussion and direction from DRB. The alternate appointment will be discussed at the April Town Council meeting

Thank you,

Susan Johnston  
Deputy Town Clerk  
**Town of Mountain Village**  
O::970.369.6429  
[Email Signup](#) | [Website](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [Videos On Demand](#)



**SUMMARY OF MOTIONS  
TOWN OF MOUNTAIN VILLAGE  
DESIGN REVIEW BOARD MEETING  
THURSDAY MARCH 3, 2016**

**Call to Order**

Vice-Chair Dave Eckman called the meeting of the Design Review Board of the Town of Mountain Village to order at 10:01 a.m. on Thursday March 3, 2016 in the Conference Room at 455 Mountain Village Boulevard Mountain Village, CO 81435.

**Attendance**

**The following Board/Alternate members were present and acting:**

Bill Hoins (Chairman)  
Keith Brown  
Dave Eckman (Vice-Chair)  
Phil Evans  
Greer Garner  
Luke Trujillo  
Dave Craige (Alternate)  
Jean Vatter (Alternate)

**The following Board member was absent:**

Banks Brown

**Town Staff in attendance:**

Glen Van Nimwegen, Director of Planning and Development Services  
Dave Bangert, Town Forester/Planner  
Jim Mahoney, Town Attorney

**Public in attendance:**

|                    |                        |
|--------------------|------------------------|
| David Heaney       | Kendra Carberry        |
| Matt Mire          | Dominic Maurello       |
| P Mitchell         | Anton Benitez TMVOA    |
| Brian Eaton        | Sharron and Nick Swyka |
| Stephanie Fanos    | Jim Royer              |
| Damon Demas        | David Ballode          |
| J Scott Butler     | Greg Davis             |
| Anne Gerhard       | Kiesuau Lannon         |
| James Bueckel TFPD | Angela Pashayan        |
| Tom Kennedy        | Brad Burns             |

**Reading and Approval of Summary of Motions of the January 7, 2016 Design Review Board Meeting.**

On a **Motion** made by Phil Evans and seconded by Keith Brown, the DRB voted **7-0** to approve the Summary of Motions from the February 4, 2016 meeting.

**The following proposed actions for Lots 376RA, 387R and Access Tract A-376R, 127 and 129 Rocky Road: Rezone, Major Subdivision and Vested Rights Approval.**

Director Glen Van Nimwegen presented for the Design Review Process application. Owner's representative, Tom Kennedy, presented for the application.

Lengthy discussions ensued and public comment was received.

On a **Motion** made by Phil Evans and seconded by Greer Garner, the DRB voted **7-0** to continue this agenda item for Lots 376RA, 387R and Access Tract A-376R, 127 and 129 Rocky Road: Rezone, Major Subdivision and Vested Rights Approval to the Wednesday, March 30, 2016 Design Review Board meeting.

Lunch 1:05 p.m.

**Consideration for a Conditional Use Permit for a Panning Sluice Amusement on Tract OS-3X, Heritage Plaza**

Director Glen Van Nimwegen, presented for the Design Review Process application. Applicants J Scott Butler and Greg Davis, presented for the application.

On a **Motion** made by Keith Brown and seconded by Greer Garner, the DRB voted **7-0** to approve the conditional use permit for the Panning Sluice Amusement on Heritage Plaza, and for Glen Van Nimwegen to make a recommendation to Town Council Town to approve the conditional use permit subject to the following conditions:

1. The Applicant shall enter into a Plaza License Agreement ("PLA") with the Town before beginning operation of the business;
2. The Applicant shall be required to place and operate the use as stated in their application;
3. The Applicant shall be required to obtain an agreement releasing, indemnifying and holding the Town harmless from any liability that may arise from the use, installation, repair and/or maintenance of the business;
4. The Business shall be allowed to operate generally from June 11th to August 14th between the hours of 10 am to 6 pm; Sunday through Saturday with the exception of Wednesday when operating hours shall be between the hours of 11 am to 6 pm and a Town approved sign indicating the operational hours shall be posted on site;
5. The Town shall have the right to temporarily relocate the Business to an alternate location within Heritage Plaza (OS-3X) if there are conflicts with festivals, special events or other uses of the plaza;
6. The Business must be operated in compliance with an Operation Plan submitted to and approved by the Town that described the operating, repair, maintenance and safety procedures;
7. The Business shall be allowed to operate under this approval for one (1) year; thereafter the use shall be reviewed and may be renewed by staff on an annual basis; and
8. The Applicant shall incorporate local mining history into the educational display case and work to promote the Telluride Historical Museum with the collaboration of their staff.
9. Apply treatment to the wood (such as EcoWood Treatment) to provide a weathered, muted tone. Staff shall review and approve.
10. Staff shall review and approve signage for amusement.
11. If staff finds that security of the structure after hours is a concern, the applicant shall wrap the base and sluice with a canvas cover, or other method to reduce trespass.

12. Staff shall report back to the Board in one year on the appropriateness of the location prior to renewal.

Chairman Bill Hoins arrived for the meeting a 2:15 pm.

**Conceptual Design Review for a Density Transfer and Plat on Lots AR-17 and 615-1CR.**

The applicant requested the work session be tabled to a future agenda.

**DRB Member Appointments Recommendation to the Town Council for filling members' seats whose term will expire.**

Director Glen Van Nimwegen, presented for the DRB member recommendation of appointments.

The Board interviewed new applicants Melanie McGlade, Angela Pashayan and Liz Caton.

On a **Motion** by Phil Evan and seconded by Dave Eckman, the DRB voted 5-0 to recommend the Town Council re-appoint Keith Brown, Banks Brown and Luke Trujillo, as regular members; and appoint David Craige, presently an alternate board member, to the remaining regular members seat. The board feels that the board needs a second architect on the board and recommends that the alternate seat vacated by David Craige be left empty at this time and request that staff do additional outreach to secure a candidate. DRB's recommendations will go before Town Council, at the March 16, 2016 meeting, located at 455 Mountain Village Blvd.

**Design Review Board Annual Election of Chair, Vice-Chair and Temporary Chair**

The Annual Elections be heard at the March 30, 2016 Design Review Board meeting at 10:00am located at 455 Mountain Village Blvd.

**Other Business**

Glen Van Nimwegen stated that the board may meet on April 14, 2016.

On a **Motion** made by Greer Garner and seconded by Phil Evans, the DRB voted **7-0** to adjourn the March 3, 2016 meeting of the Mountain Village Design Review Board at a.m.

Respectfully Submitted,

Glen Van Nimwegen, AICP  
Director of Community Development



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 728-1392

**AGENDA ITEM #6**

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**TO:** Design Review Board  
**FROM:** Glen Van Nimwegen, AICP, Director  
**FOR:** Meeting of March 30, 2016  
**DATE:** March 21, 2016  
**RE:** Consideration of a recommendation to Town Council for a Rezone, Major Subdivision and Vested Rights for Lots 376RA, 387R and Access A-376R

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**BACKGROUND**

The case was heard at the March 3, 2016 Design Review Board at which time the Board continued the case until their March 30, 2016 meeting.

**STAFF RECOMMENDATION**

The applicant has asked that the case be continued until the Board meeting of May 5, 2016. Therefore, staff recommends the Board continue the consideration of the case until the May 5, 2016 agenda.

**PROPOSED MOTION**

"I Move the Design Review Board continue the public hearing and vote on a recommendation to Council of the proposal to rezone, approve a major subdivision and the vested rights for Lots 376RA, 387R and Access Tract A-376R until the meeting of May 5, 2016".

**From:** [Thomas Kennedy](#)  
**To:** [James Mahoney](#); [Glen Van Nimwegen](#)  
**Cc:** [David Bulson](#); [Ryan Deppen](#); [Paul Ricks](#)  
**Subject:** RE: Request for Continuance for Lots 376RA, 387R and Access Tract A-376R, Mountain Village  
**Date:** Tuesday, March 22, 2016 4:13:39 PM

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March 22, 2016

Glen and Jim

My client, Yellow Brick Road Co LLC has two pending applications filed with the Town of Mountain Village, generally described as follows:

1. Rezone, Replat and Vested Property Rights for Lots 376RA, 387R and Access Tract A-376R, Mountain Village
2. Design review by DRB to review certain requested variations to the CDC standards relating to driveway design for the property

These Applications are scheduled to be reviewed by the Town's Design Review Board on March 30, 2016.

My client requests that these applications be continued to the next regularly scheduled DRB meeting (which I believe to be May 5, 2016) to allow us to continue to evaluate and address issues raised in the course of the DRB review of the application concerning the Rezone, Replat and Vested Property Rights of the property.

Please advise if you have questions or require any further information.

Thank You  
Tom Kennedy

\*\*\*\*\*

The Law Offices of Thomas G. Kennedy  
P.O. Box 3081 (Mailing Address)  
The Willow Professional Building  
307 East Colorado Avenue, Suite 203  
Telluride, Colorado 81435  
Voice: (970)728-2424  
Fax: (970)728-9439  
Email Address [tom@tklaw.net](mailto:tom@tklaw.net)

**CONFIDENTIALITY NOTICE:**

This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please do not open any attachment and then notify the sender that you have erroneously received this message and delete this email message and any attachments. Thank you.



**PLANNING & DEVELOPMENT SERVICES DEPARTMENT  
PLANNING DIVISION**

455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 728-1392

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**TO:** Design Review Board

**FROM:** Dave Bangert, Town Forester

**FOR:** Meeting of March 30, 2016

**DATE:** February 16, 2016

**RE:** Consideration of an Elevated Design Review Process application for grading of existing slopes and an access road servicing the proposed development on Lot 376R and 387R and Access Tract a-376R.

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**BACKGROUND**

The case was to be heard at the March 30, 2016 Design Review Board meeting.

**STAFF RECOMMENDATION**

The applicant has asked that the case be continued until the Board meeting of May 5, 2016. Therefore, staff recommends the Board continue the consideration of the case until the May 5, 2016 agenda.

**PROPOSED MOTION**

“I Move the Design Review Board continue the public hearing and vote on a Design Review application to review requested variations to the CDC standards regarding driveway design for Lots 376RA, 387R and Access Tract A-376R until the meeting of May 5, 2016”.



**PLANNING & DEVELOPMENT SERVICES DEPARTMENT  
PLANNING DIVISION**

455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 728-1392

**TO:** Design Review Board  
**FROM:** Colleen Henderson, Planner II  
**FOR:** Meeting of March 30, 2016  
**DATE:** March 24, 2016  
**RE:** Conceptual Work Session for a New Single-Family Residence on Lot AR-32

**PROJECT GEOGRAPHY**

**Application Overview:** The purpose of this agenda item is to allow the Design Review Board (DRB) to provide initial direction to the applicants regarding a proposed new single family home.

**Legal Description:** Lot AR-32  
**Address:** 123 Singletree Way  
**Agent:** John Horn  
**Applicant/Owner:** Emily and Garrett Brafford  
**Zoning:** Multi-family  
**Existing Use:** Vacant  
**Proposed Use:** Single-family  
**Lot Size:** 0.60 acres  
**Adjacent Land Uses:** **North:** Vacant Single-family  
**South:** Vacant and Open Space (AR-OS-DR)  
**East:** Vacant Single-family  
**West:** Single-family

**ATTACHMENTS**

**Exhibit A:** Applicant's Narrative, Plan Set and Conceptual Worksession Submittal Form

**BACKGROUND**

The project applicants have submitted an application in accordance with the provisions of Section 17.4.6 of the Community Development Code (CDC) for a Conceptual Work Session with the Design Review Board (DRB). The proposed 1,922 square foot residential home consists of two levels and a basement and the proposed structure has three bedrooms and a two car garage. The .60 acre site slopes down from east to west at a 13.2% grade and is void of trees, creeks, ponds and wetlands.

The purpose of the work session is to allow the applicant and DRB to have an informal, non-binding review and discussion about the proposed project, potential issues, and creative solutions. Staff has conducted a cursory review of the project in relation to the intent and standards of the Design Regulations of the CDC (**Chapter 17.5**).

**PROJECT SUMMARY**

| <b>CDC Provision</b>            | <b>Requirement</b>               | <b>Proposed</b>       |
|---------------------------------|----------------------------------|-----------------------|
| Gross Floor Area                | (No requirement)                 | 3,559 sf              |
| Livable-Finished                | (No requirement)                 | 1,922 sf              |
| Livable-Unfinished              | (No requirement)                 | 961 sf                |
| Non-Livable (Garage)            | (No requirement)                 | 676 sf                |
| Lot Size                        | On Plat as 27,136 sf (.60 acres) | 27,136 sf (.60 acres) |
| Common Element Area             | On Plat as 22,751 sf             | 22,751 sf             |
| Buildable Area                  | On Plat as 4,385 sf              | 4,385 sf              |
| Lot Coverage                    | 65%                              | TBD                   |
| General Easements & Setbacks    |                                  |                       |
| North (Building Envelope)       | Platted with 10' setback         | 18'                   |
| South (Building Envelope)       | Platted with 16' setback         | 19'                   |
| East (GE Setback)               | 16'                              | 17'                   |
| West (GE Setback)               | 16'                              | 32'                   |
| Maximum Building Height         | 48'                              | 40'- 0"               |
| Maximum Average Building Height | 35'                              | 25'- 3"               |
| Roof Pitch                      |                                  |                       |
| Primary (Gable)                 | 6:12 to 12:12                    | 10:12 & 4:12          |
| Secondary (Shed)                | 4:12 unless specific approval    | TBD                   |
| Flat roof (deck over garage)    | Specific approval from DRB       | 0:0                   |
| Exterior Materials              |                                  |                       |
| Stone                           | 35%                              | TBD                   |
| Wood                            | 25%                              | TBD                   |
| Metal Accents                   | Specific approval from DRB       | TBD                   |
| Windows/Doors                   | 40% maximum for windows          | TBD                   |
| Parking                         | 1.5 spaces per unit              | 2 interior spaces     |

**CURSORY ANALYSIS****1. Town Design Theme (CDC Section 17.5.4)**

The key characteristics of the town design theme are:

- *Building siting that is sensitive to the building location, access, views, solar gain, tree preservation, and visual impacts to the existing design context of surrounding neighborhood development.*
- *Massing that is simple in form and steps with the natural topography.*
- *Solid, heavy grounded bases that are designed to withstand alpine snow conditions.*
- *Structure that is expressive of its function to shelter from high snow loads.*
- *Materials that are natural and sustainable in stone, wood, and metal.*
- *Colors that blend with nature.*

This proposed residential home is simple in form and generally steps with the natural topography. The design proposes a solid, heavy grounded stone base which is consistent with a traditional mountain theme designed to withstand high-altitude alpine snow conditions. The proposed exterior design materials are natural and sustainable and include the use of a linear "Telluride Gold" stone, 8" vertical barn wood siding, and corrugated rusty metal siding. Other



design materials include a rusty (standing seam) metal roof, barn wood timber columns and selected metal accents.

## **2. Building Siting Design (CDC Section 17.5.5)**

The project is located on a small 27,136 square foot multi-family lot in a common interest community within Adams Ranch. The .60 acre site maintains a gentle 13.2% slope decreasing in elevation from east to west. The site also has 360 degree views with unobstructed solar access. Enclosed within the project site is a 4,385 square foot (.10 acre) building envelope and 22,751 square foot common element area. Due to the relatively small building envelope, the applicants have limited flexibility in siting the proposed home. While the residential structure is situated within the existing building envelope, some disturbances for grading are proposed within the eastern 16' GE which will require specific approval from DRB.

## **3. Building Design (CDC Section 17.5.6)**

### ***Building Form and Exterior Walls***

A heavy, thick-massed base is achieved on the eastern elevation through a combination of linear 'Telluride Gold' stone and wood timber columns on the front porch. By placing a substantial portion of the stone on the south and east elevations, the proposed design provides attractive curb appeal from both Singletree Ridge and Singletree Way. The applicant has stated the roof material will be a rusted standing seam metal. The stone on the east elevation should be verified to meet the 35% minimum requirement.

### ***Roof Form, Pitch, and Materials***

This design utilizes simple elements that appear to be consistent with existing homes in the surrounding neighborhood. The roof forms appear to consist equally of a gable roof with a pitch of 10:12 and shed roof with a pitch of 4:12. Two additional shed roofs with 4:12 pitches are proposed; one above the front porch/entryway (east elevation) and another above the back door (north elevation).

### ***Windows, Doors and Entryways***

All window frames and trim are specified as clad aluminum and appear to meet CDC standards. Windows and doors will be recessed back from the face of the exterior material by the required minimum of five inches (5"). Future staff review will verify the maximum window area requirement of forty percent (40%) of the total building façade. The material of the primary entrance door has not been specified. The garage doors are indicated as metal sectional overhead doors with barn wood accents as shown in Attachment A (Exhibit 17-Sheet 2). All entries and doors appear to be protected from snow and ice shedding. Staff recommends establishing additional interest, variety and character to the front entryway.

### ***Decks and Balconies***

The proposed project includes incorporating a flat deck as the roof over a garage which enables the applicants to take advantage of the 360 degree views and increase their outdoor living space. According to CDC Section 17.5.6(I), "*decks and balconies shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations*". Staff recommends creating additional variety and detail to the railings on the rooftop garage.

## **4. Grading and Drainage Design (CDC Section 17.5.7)**

The applicants have provided a preliminary grading and drainage plan for the proposed project. Positive drainage away from the structure has been created. The plan includes two drainage

swales emanating from the north and south side of the structure into the 16' GE along Singletree Way.

**4. Building Height Limits (CDC Section 17.3.12)**

Based on 10 foot intervals around the perimeter of the structure the maximum average height is 25.3 feet with calculations shown in Attachment A (Exhibits WS-7 and WS-8). The maximum building height will be 40 feet which is permitted pursuant to Section 17.3.12 of CDC.

**5. Parking Regulations (CDC Section 17.5.8)**

The applicants have included two parking spaces within an enclosed garage which meets CDC requirements.

**6. Landscaping Regulations (CDC Section 17.5.9)**

A preliminary landscape and irrigation plan shows (4) four Spring Snow Crabapple trees, one (1) Bristlecone pine tree, six (6) Montgomery Spruce trees, and nine (9) Potentilla shrubs to be planted, in addition to the use of native seed mixes. All plantings shall be in compliance with Table 5-4 of the CDC:

**Table 5-4, Minimum Plant Size Requirements**

| <b>Landscaping Type</b>              | <b>Minimum Size</b>                                 |
|--------------------------------------|---|
| Deciduous Trees – Single Stem        | 3 inches caliper diameter at breast height (“dbh”)  |
| Deciduous Trees – Multi-stem         | 2.5 inches dbh                                      |
| Evergreen Trees – Single-family lots | 8 to 10 feet in height, with 30% 10 feet or larger. |
| Evergreen Trees – Multi-family lots  | 8 to 12 feet in height, with 30% 12 feet or larger. |
| Shrubs                               | 5 gallon or larger massing of smaller shrubs        |

**7. Trash, Recycling and General Storage Areas (CDC Section 17.5.10)**

All trash containers will be bear-proof and trash and recycling containers will be stored in the garage.

**8. Lighting (CDC Section 17.5.12)**

The preliminary lighting plan provided in Attachment A (Exhibit WS-10) includes the use of nine (9) sconces and six (6) deck post lights. Sconce locations include doors, deck area, garage entrance, and address monument. Following the guidelines for exterior lighting, Exhibits WS-11 through WS-16 (Attachment A) indicate the proposed lighting is subdued, understated and indirect to minimize impacts to surrounding neighbors. All exterior lighting includes full cut-off fixtures that direct the light downward without any off-site glare. LED lighting or other equivalent energy saving lighting will be used for all exterior lighting. Down lighting is shown on some of the posts on the garage roof deck railing. It is noted that the applicants are considering two options for lighting above the front door and would appreciate feedback from the DRB.

**9. Address Identification Sign (CDC Section 17.5.13)**

This lot is visible from Singletree Way and the applicants are proposing to attach the address identification numbers to the left façade of the garage. The CDC states *“Homes that are located close to and are visible from a town road may attach address identification numbers to the*

*building if such is located within twenty feet (20') of the roadway, subject to review authority and Fire District approval".* The applicant has stated that the address identification numbers will comply with the size, contrast, illumination and maintenance requirements set forth in the CDC.

**10. Driveway Width (CDC Section 17.6.6)**

The applicants are proposing a road cut/driveway width of approximately 20 feet on a slope percentage to be determined. Staff recommends revising the plans to show a 12' wide paved surface in the RROW that expands to the 20' wide driveway at the lot line.

**11. Solid Fuel Burning Device Regulations (CDC Section 17.6.8)**

The applicants have indicated the fireplace will be a gas and not solid fuel-burning.

**12. Construction Mitigation (CDC Section 17.7.19)**

The preliminary construction mitigation plan indicates utilizing the eastern 16' GE for construction staging.

**FURTHER CONSIDERATION**

Conceptual work sessions provide an opportunity for the DRB to informally review a proposed application. As such, the DRB can only provide general comments and direction, with no formal decision. It should also be noted that Staff has only conducted a cursory level review with a more detailed and thorough review left to the formal process. Therefore, the DRB and staff review and comments will evolve as the project moves through the DRB process.

**ADDITIONAL INFORMATION NEEDED FOR APPROVAL**

1. Architectural elevations/floorplans stamped/signed by a Colorado licensed architect
2. Grading and drainage plan prepared by a registered Colorado professional engineer
3. Signed approval letter from the HOA
4. 4'x4' material mock up board

WS-0  
Work Session Transmittal Letter

To: Glen Van Nimwegen, Planning & Development Services Director  
Colleen Henderson, Planning & Development Services Planner  
Design Review Board  
Town of Mountain Village  
From: Emily and Garrett Brafford  
Date: March 15, 2016  
Re: Lot AR-32, Town of Mountain Village  
-Work Session Transmittal Letter

Community Character Vision #4 on page 18 of the Mountain Village Comprehensive Plan states:

“4. Mountain Village is a multigenerational community.”

Emily’s folks, John and Carlotta Horn, built the first home in the Mountain Village in 1986 and are the first residents of Mountain Village. With this application (to the best of our knowledge) we are the first of what we and other members of this community hope are many members of the second and subsequent generations of the Mountain Village community. As you know, making a go of it in the Telluride region is no easy task, but with commitment and determination we believe it is possible. Building our home in the Mountain Village evidences our commitment to this wonderful community.

In this submittal we have gone beyond providing only the information required for a conceptual work session and, instead, have attempted to provide substantially all the information required for a final Design Review project approval with the hope we can get clear guidance for our upcoming submittal for a final Design Review project approval at your June 2, 2016 meeting. It is our goal to start construction on our home in June or July, 2016.

The purpose of this letter is to transmit the documents that comprise our work session. In that regard, attached please find copies of the following (all are submitted in 8.5”x11” format and the six exhibits designated “Yes” in the “Large Sheet” also include the large format):

| Exhibit WS- | Description  | Large Sheet |
|-------------|--|-------------|
| 0           | Work Session Transmittal Letter                              |             |
| 1           | Narrative  |             |
| 2           | Existing Conditions Plan                                     | Yes         |
| 3           | Site and Grading Plan  | Yes         |
| 4           | Window Recess Detail   |             |
| 5           | Elevations and Floorplans (4 sheets)                         | Yes         |
| 6           | Roof Plan  |             |
| 7           | Average Height Calculation Elevation Measurements (4 sheets) |             |
| 8           | Average Height Calculation Table                             |             |
| 9           | Landscape Plan   | Yes         |
| 10          | Exterior Lighting Plan                                       |             |
| 11          | Exterior Lighting Cutsheet #1 - Ext. Sconce                  |             |
| 12          | Exterior Lighting Cutsheet #2 - Ext. Sconce                  |             |
| 13          | Exterior Lighting Cutsheet #3 - Post Light                   |             |
| 14          | Exterior Lighting Cutsheet #4 - Ext. Pendant 1               |             |

WS-0  
Work Session Transmittal Letter

|    |  |     |
|----|--|-----|
| 15 | Exterior Lighting Cutsheet #5 - Ext. Pendant 2       |     |
| 16 | Exterior Lighting Cutsheet #6 - Ext. Monopoint       |     |
| 17 | Exterior Materials Photographic Sample Board         |     |
| 18 | Photo Aerial of Lot AR-32                            |     |
| 19 | Photo Lot View East to West                          |     |
| 20 | Photo Shed Roof Form On Neighborhood Home            |     |
| 21 | Mountain Village 6 Garage Roof Deck Examples         |     |
| 22 | Photos Neighbor's Trees Western Border               |     |
| 23 | Construction Mitigation Plan                         | Yes |
| 24 | Utility Plan   | Yes |
| 25 | Title Insurance Policy                               |     |
| 26 | Application - Conceptual Work Session Submittal Form |     |
| 27 | Navigation Guide                                     |     |

After reviewing Exhibit WS-26, Conceptual Work Session Submittal Form, we would like to suggest that you start your review with the Narrative in Exhibit WS-1 which outlines the request and our design approach, and includes a summary of how the application meets the key design requirements of the Community Development Code ("CDC"). In an effort to assist you in navigating through the exhibits we suggest you use Exhibit WS-27, Navigation Guide, as your guide; Exhibit WS-27 is the list of items required for a Design Review Process Application cross-referenced with our exhibits.

We look forward to meeting with you on March 30, 2016 and discussing our application, and our future in Mountain Village.

## Exhibit WS-1

To: Glen Van Nimwegen, Planning & Development Services Director  
Colleen Henderson, Planning & Development Services Planner  
Design Review Board  
Town of Mountain Village

From: Emily and Garrett Brafford

Date: March 15, 2016

Re: Lot AR-32, Town of Mountain Village  
-Development Narrative

The purpose of this memorandum is to provide a narrative of our development application that outlines the request and design approach, and includes a summary of how the application meets the key design requirements of the Community Development Code (“CDC”).

### 1. Town Design Theme and Siting

1.1 Lot AR-32 is a small and nearly square shaped 0.60 acre lot (27,136 square feet) with a buildable area of 4,385 square feet (0.101 acre) and a gentle and nearly consistent grade, 13.2%, from its eastern street frontage boundary to its western boundary, and a buildable area with an even gentler grade, 7.5%, from the eastern 16’ setback line to the western 16’ setback line. In response to these gradients we feel our design reflects a massing that is simple in form and steps nicely with the natural topography.

1.2 Lot AR-32 is blessed with nearly 360 degree views with unobstructed solar access, both of which we hope to take full advantage of through our design.

1.3 Lot AR-32 is a meadow lot with no trees; it is noteworthy that the adjacent lot to west, Lot AR-45, contains a substantial number of deciduous and fir trees along our common lot line that provide a significant tree buffer between the two lots; these trees can be seen in the aerial photo of the lots, Exhibit WS-18, and the ground level photos of the lot, Exhibit WS-19 and 22.

1.4 As evidenced by photos Exhibits WS-20 and 21, our home design utilizes simple elements that are consistent with existing homes in the surrounding neighborhood and Mountain Village. By utilizing sustainable natural materials of stone (35%) and barn wood, accented by a limited amount of rusted metal siding, we hope the DRB will feel as we do that our home blends in with the area and compliments the neighborhood.

1.5 Due to the relatively small buildable area of the lot, 4,385 square feet, and its minimal grade, we have limited flexibility in siting. Accordingly, in response to these limitations our design avoids unnecessary disturbances by requiring minimal fill (and virtually no cuts) and thereby results in a design that blends into the existing landscape. The site plan provides snow shed and storage areas for roofs, walkways and drives.

### 2. Building Design

2.1 We feel we achieve an alpine mountain design by starting with a substantial linear stone foundation. A heavy, thick-massed base is achieved on the street-level first floor through a combination of stone and heavy timber columns on the front entry porch; and this provides a strong first impression of the home. By placing a substantial portion of the stone on the “public” southern and eastern elevations the design provides an attractive curb appeal.

## Exhibit WS-1

2.2 Natural materials including stone (35%) and barn wood, accented by a limited amount of rusted metal siding are consistent with the alpine mountain design theme of the Mountain Village. The barn wood will be an average of eight inches (8") in width. The accent metal siding will be rusted corrugated or rusted sheet metal panels treated to produce rusting prior to the issuance of a certificate of occupancy.

2.3 Windows and doors will be recessed back from the face of the exterior material by the required minimum of five inches (5") throughout the building to convey the desired heavy, thick massing (see the window recess detail in Exhibit WS-4).

### 3. Roof Form

3.1 The primary form of the home is gable (12:10 pitch) with a secondary shed roof form (4:12 pitch). Our design is influenced by the many, many existing homes we observed in the Mountain Village (please see 6 photo examples in Exhibit WS-21) that include a deck as the roof over their garage; this design enables us to take full advantage of the stunning 360 degree views and solar access while at the same time providing a highly desirable outdoor deck living space.

3.2 The design of the roofs reflect concern for snow accumulation and ice/snow shedding with the entries, walkways and pedestrian areas protected from ice/snow shedding.

3.3 The roof material will be rusted standing seam or corrugated metal.

### 4. Windows and Doors.

4.1 Windows meet all the CDC standards including but not limited to (i) good solar design principles, (ii) south walls open to the sun and view and (ii) maximum window area of forty percent (40%) of the total building façade area. All windows in stone walls will be recessed so that the exterior face of the glass is set back a minimum of five inches (5") from the outside face of the exterior wall assembly (see Exhibit WS-4).

4.2 Window frames and trim will be clad aluminum.

4.3 The primary entrance doorway includes vertical side-lights on each side to establish interest, variety and character.

4.4 The garage doors will be metal sectional overhead doors with wood accents (see sample photos in Exhibit 17 (sheet 2)).

### 5. Decks

5.1 As noted earlier, our design is influenced by the many, many existing homes we observed in the Mountain Village (please see 6 photo examples in Exhibit WS-21) that include a deck as the roof over their garage which enables us to take full advantage of the stunning 360 degree views and solar access while providing a highly desirable outdoor living space.

### 6. Grading And Drainage

## Exhibit WS-1

6.1 As noted earlier, Lot AR-32 is a gentle lot with a nearly consistent grade, 13.2%, from its eastern street frontage boundary to its western boundary, and a buildable area with an even gentler grade, 7.5%, from the eastern 16' setback to the western 16' setback. In response to these gradients we feel our design fits with the natural topography by avoiding unnecessary disturbances that require minimal fill and virtually no cuts. No retaining structures are anticipated.

6.2 There are no streams, ponds, wetlands or unique physical features on the lot; it is a nearly flat lot with no trees.

### 7. Parking

7.1 The garage contains two enclosed spaces and two tandem surface parking spaces exist in front of the garage for a total of four parking spaces. Due to the small size of the lot it is necessary to locate the two tandem surface parking spaces in the garage driveway in the general easement setback and, therefore, we request the DRB to approve this encroachment as provided for in Chapter 3 of the CDC as contemplated by Section 17.5.8.A.3 which states:

“3. All parking shall be located outside of the general easement setback unless an encroachment is approved by the DRB as provided for in Chapter 3.”

### 8. Landscaping

8.1 As noted earlier, Lot AR-32 is a meadow lot with no trees and the adjacent lot to west, Lot AR-45, contains a substantial number of deciduous and fir trees along the common lot line that provide a significant tree buffer between the two lots (see the photos in Exhibits WS-19 and WS-22. The goal of our landscape plan is to provide adequate and appropriate plant materials to enhance the relationship of the home to the site and context while still respecting the lot's natural open meadow character and the Town's concerns with water consumption and fire mitigation.

8.2 The foundation of our landscape plan (i) respects the lot's natural open meadow character, (ii) recognizes that the town is located in a high alpine and arid environment with limited availability of water and precipitation and (iii) acknowledges the importance of the Fire Mitigation and Forestry Management Regulations. Key elements of the plan are:

-Strategically located trees to help nestle the home into the site which together with the other plantings will cause the building elements to be softened and blended into the landform of the site.

-The plan will be based on permaculture applying the six principles set forth in the CDC.

-Disturbed areas will be reclaimed with planting mirroring and respecting the natural pattern of surrounding landscaping (i.e. revegetated with the approved native grass seed mix).

- All trees and shrubs shall meet the minimum plant size requirements as set forth in Table 5-4 of the CDC.

8.3 For two reasons the landscape plan contains a very little hardscape. The first reason is that size of the lot renders it not conducive to a design with hardscape and second an ample and extremely



## Exhibit WS-1

desirable outside living space is achieved on the garage's roof top deck thereby eliminating the need for hardscape areas.

### 9. Trash, Recycling And General Storage Areas

9.1 All trash containers will be bear-proof, and trash and recycling containers will be stored in the garage.

### 10. Lighting

10.1 Consistent with the modest size of our home, the outside lighting needs of the structure are similarly modest and therefore conducive to meeting the purpose of the Lighting Regulations which is to minimize the unintended and undesirable side effects of residential exterior lighting while encouraging the intended and desirable safety and aesthetic purposes of such lighting. Our exterior lighting plan is set forth in Exhibit WS-10. Please note we are still considering two options for our front door entry; both options are shown on Exhibit WS-11 and we would appreciate your feedback on both options.

10.2 Following the basic guideline for exterior lighting, the cutsheets of our proposed lighting fixtures (see Exhibits WS-11 through WS-16) indicate they are subdued, understated and indirect to minimize the negative impacts to surrounding lots and public rights-of-way. All of our exterior lights are full cut-off fixtures that direct the light downward without any off-site glare; some opaque glass may be used to achieve this requirement. LED lighting or other equivalent energy saving lighting will be used for all exterior lighting.

10.3 Down lighting is shown on some of the posts of the garage roof deck railing.

### 11. Address Identification Signs.

11.1 Our home is located close to and is visible from Singletree Ridge lane and so we propose to attach the address identification numbers to our garage (left-hand side) which is located within the required twenty feet (20') of the roadway limit. The numbers will comply with the size, contrast, illumination and maintenance requirements set forth in the CDC.

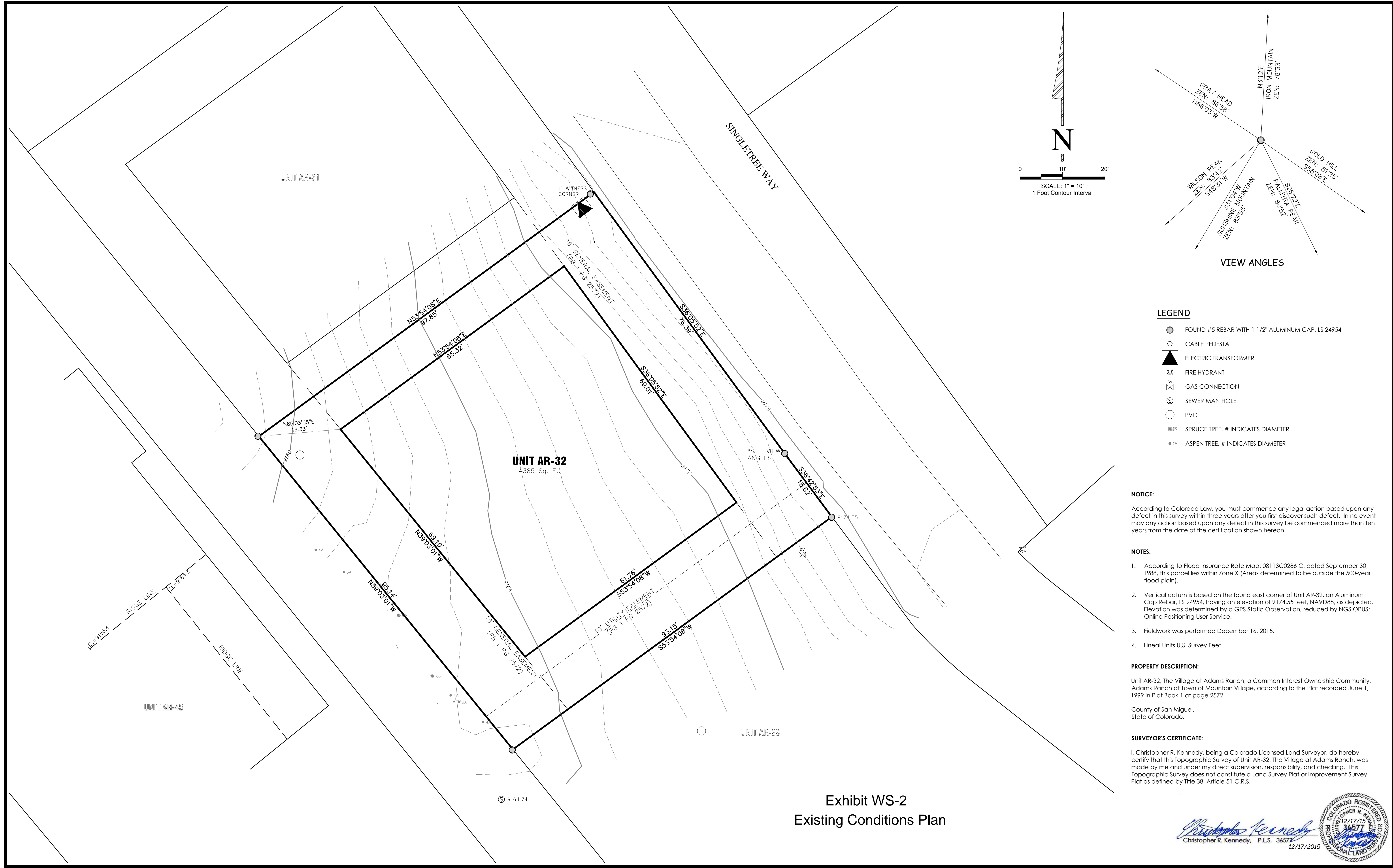
### 12. Building Height.

12.1 Based on 10 foot intervals around the perimeter of the structure the maximum average height is 25.3 feet. Please see Exhibits WS-7 through WS-8 for these calculations.

12.2 The maximum building height for the entire structure is located at the eve of the west elevation and is 40 feet (35' plus 5') which is allowed pursuant to Note 1 of Table 3.3, Section 17.3.12 of CDC which states:

“The ridge of a gable, hip, gambrel or similar pitched roof may extend the maximum building height up to five (5) feet above the specified maximum height limit, except on ridgeline lots.”

END OF MEMORANDUM



**LEGEND**

- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 24954
- CABLE PEDESTAL
- ▲ ELECTRIC TRANSFORMER
- ⊕ FIRE HYDRANT
- ⊗ GAS CONNECTION
- ⊙ SEWER MAN HOLE
- PVC
- #5 SPRUCE TREE, # INDICATES DIAMETER
- #4 ASPEN TREE, # INDICATES DIAMETER

**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.

**NOTES:**

1. According to Flood Insurance Rate Map: 08113C0286 C, dated September 30, 1988, this parcel lies within Zone X (Areas determined to be outside the 500-year flood plain).
2. Vertical datum is based on the found east corner of Unit AR-32, an Aluminum Cap Rebar, LS 24954, having an elevation of 9174.55 feet, NAD88, as depicted. Elevation was determined by a GPS Static Observation, reduced by NGS OPUS: Online Positioning User Service.
3. Fieldwork was performed December 16, 2015.
4. Lineal Units U.S. Survey Feet

**PROPERTY DESCRIPTION:**

Unit AR-32, The Village of Adams Ranch, a Common Interest Ownership Community, Adams Ranch at Town of Mountain Village, according to the Plat recorded June 1, 1999 in Plat Book 1 at page 2572

County of San Miguel,  
State of Colorado.

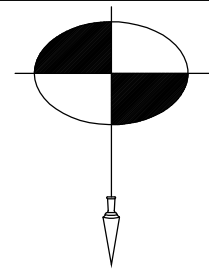
**SURVEYOR'S CERTIFICATE:**

I, Christopher R. Kennedy, being a Colorado licensed Land Surveyor, do hereby certify that this Topographic Survey of Unit AR-32, The Village at Adams Ranch, was made by me and under my direct supervision, responsibility, and checking. This Topographic Survey does not constitute a Land Survey Plat or Improvement Survey Plat as defined by Title 38, Article 51 C.R.S.

Exhibit WS-2  
Existing Conditions Plan

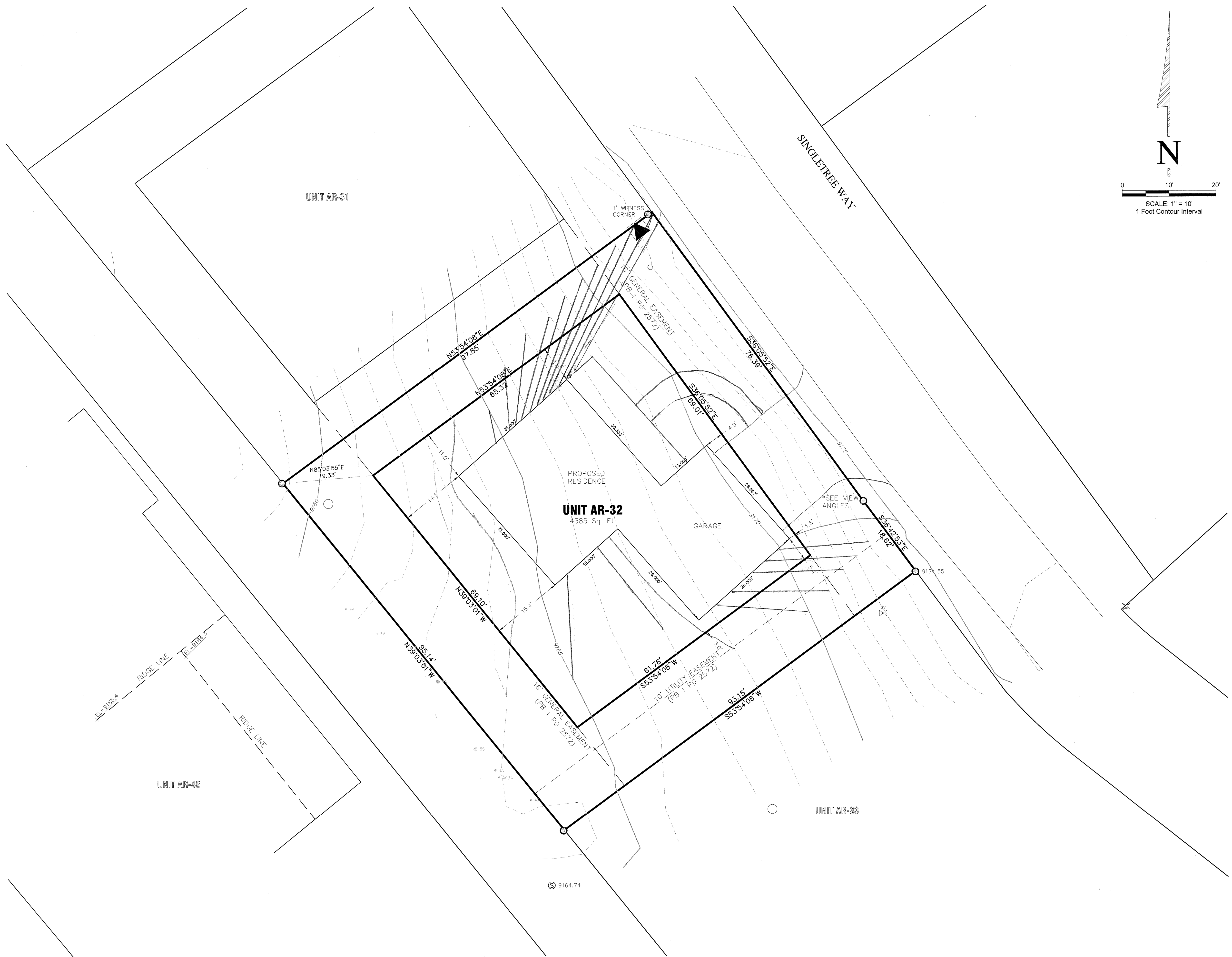
*Christopher R. Kennedy*  
Christopher R. Kennedy, P.L.S. 36577  
12/17/2015

**TOPOGRAPHIC SURVEY**  
**UNIT AR-32, THE VILLAGE AT ADAMS RANCH, TOWN OF MOUNTAIN VILLAGE**



**SAN JUAN SURVEYING**  
SURVEYING \* PLANNING  
102 SOCIETY DRIVE TELLURIDE, CO. 81435  
(970) 728 - 1128 (970) 728 - 9201 fax  
office@sanjuansurveying.net

|                 |            |
|-----------------|------------|
| DATE:           | 12/17/2015 |
| JOB:            | 15037      |
| DRAWN BY:       | CRK        |
| CHECKED BY:     | ADM        |
| REVISION DATES: |            |
| SHEET:          | 1 OF 1     |





SEALANT AND BACKER ROD

Ⓒ HEAD

Exhibit WS-4  
Window Recess Detail

GWB ON WALL WITH BATT INSULATION

15 LB. FELT PAPER

1/2" SHEATHING

STONE VENEER

SEALANT AND BACKER ROD

Ⓑ JAMB

5"

WINDOW ASSEMBLY PER MANUF

SEALANT AND BACKER ROD

METAL FLASHING

W.P. MEMBRANE FLASHING  
① STONE SILL ONLY.

STONE SILL

6" MIN

5" STONE VENEER, TYP

15 LB. FELT PAPER

1/2" SHEATHING

GWB ON WALL WITH BATT INSULATION

1/2"

5 1/2"

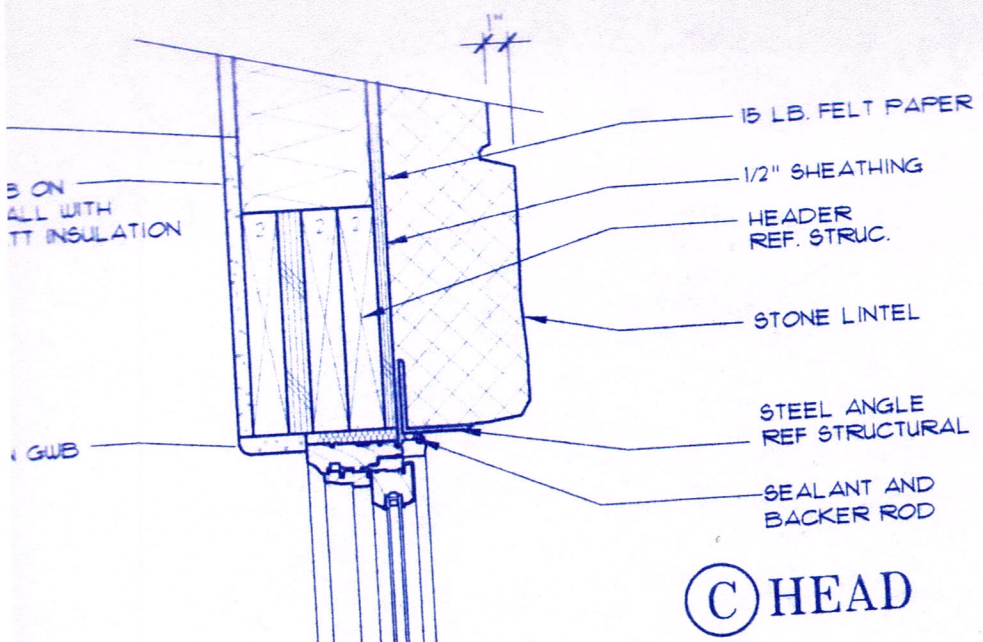
5"

Ⓐ SILL

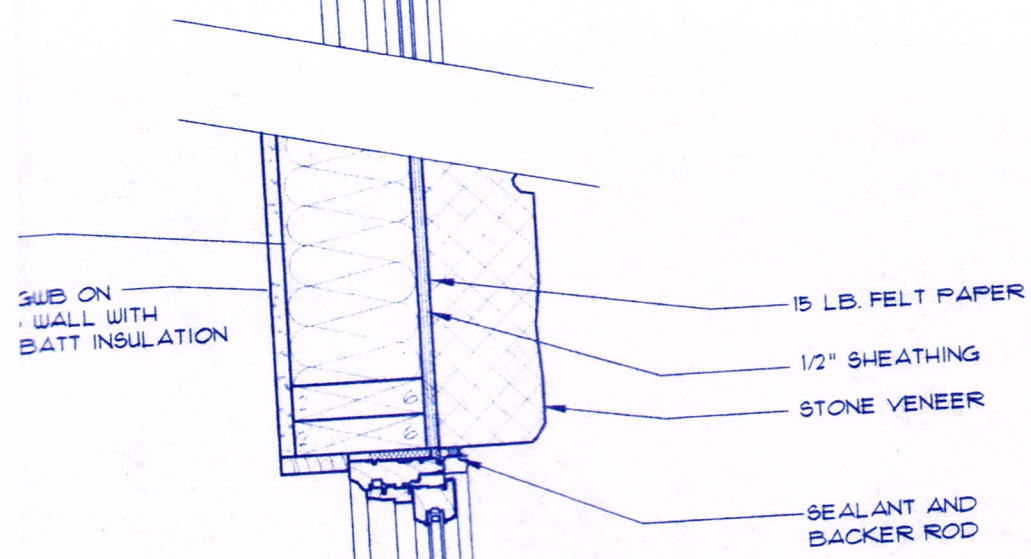
2 WINDOW RECESS @ STONE

SCALE: 1-1/2" = 1'-0"

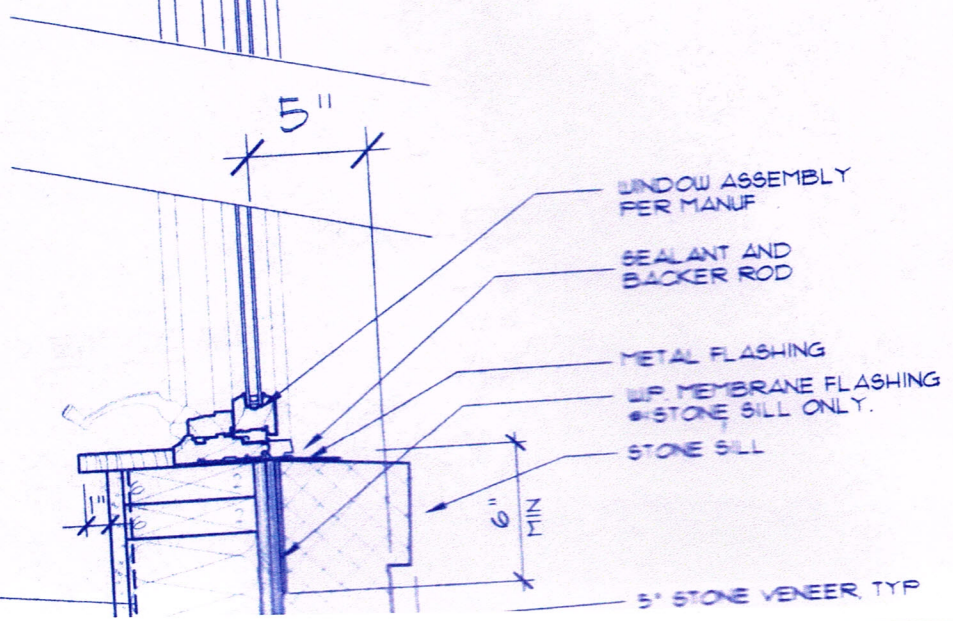




(C) HEAD

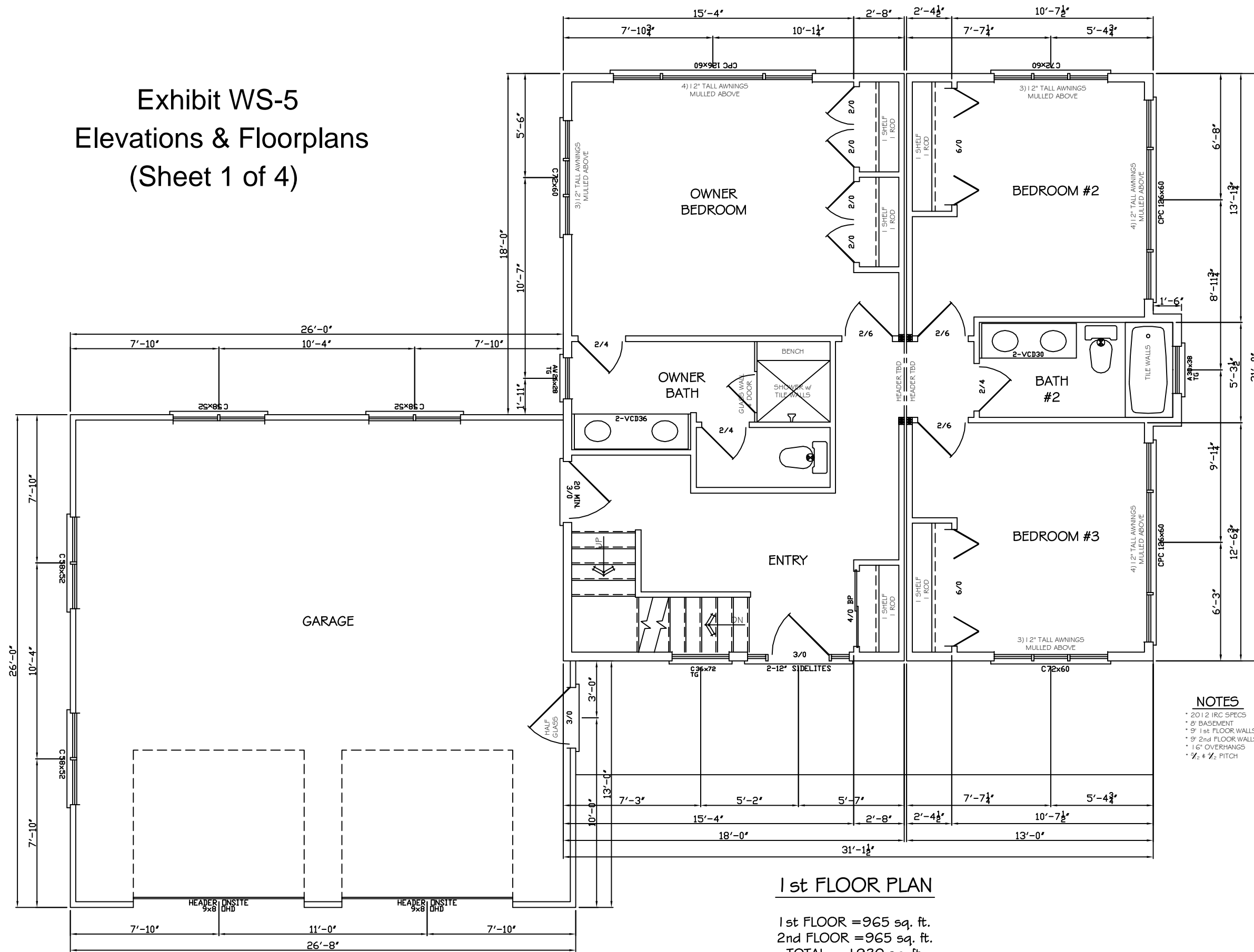


(B) JAMB



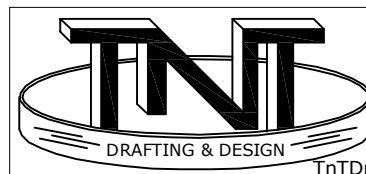
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5\"/>

Exhibit WS-5  
Elevations & Floorplans  
(Sheet 1 of 4)



1st FLOOR PLAN

1st FLOOR = 965 sq. ft.  
2nd FLOOR = 965 sq. ft.  
TOTAL = 1930 sq. ft.



Kevin Maj  
Owner/Drafter  
970-227-6038  
TnTDraftingDesign@gmail.com

REVISIONS:

|                   |
|-------------------|
| PER EMAIL 1-5-16  |
| PER EMAIL 2-15-16 |
| PER EMAIL 3-2-16  |
| PER EMAIL 3-7-16  |

DRAWING TITLE:

1st FLOOR PLAN

PROJECT:

HIGH MARK DEV.

PROJECT NAME:

BRAFFORD

A2

SHEET

SCALE:

3/16" = 1'-0"

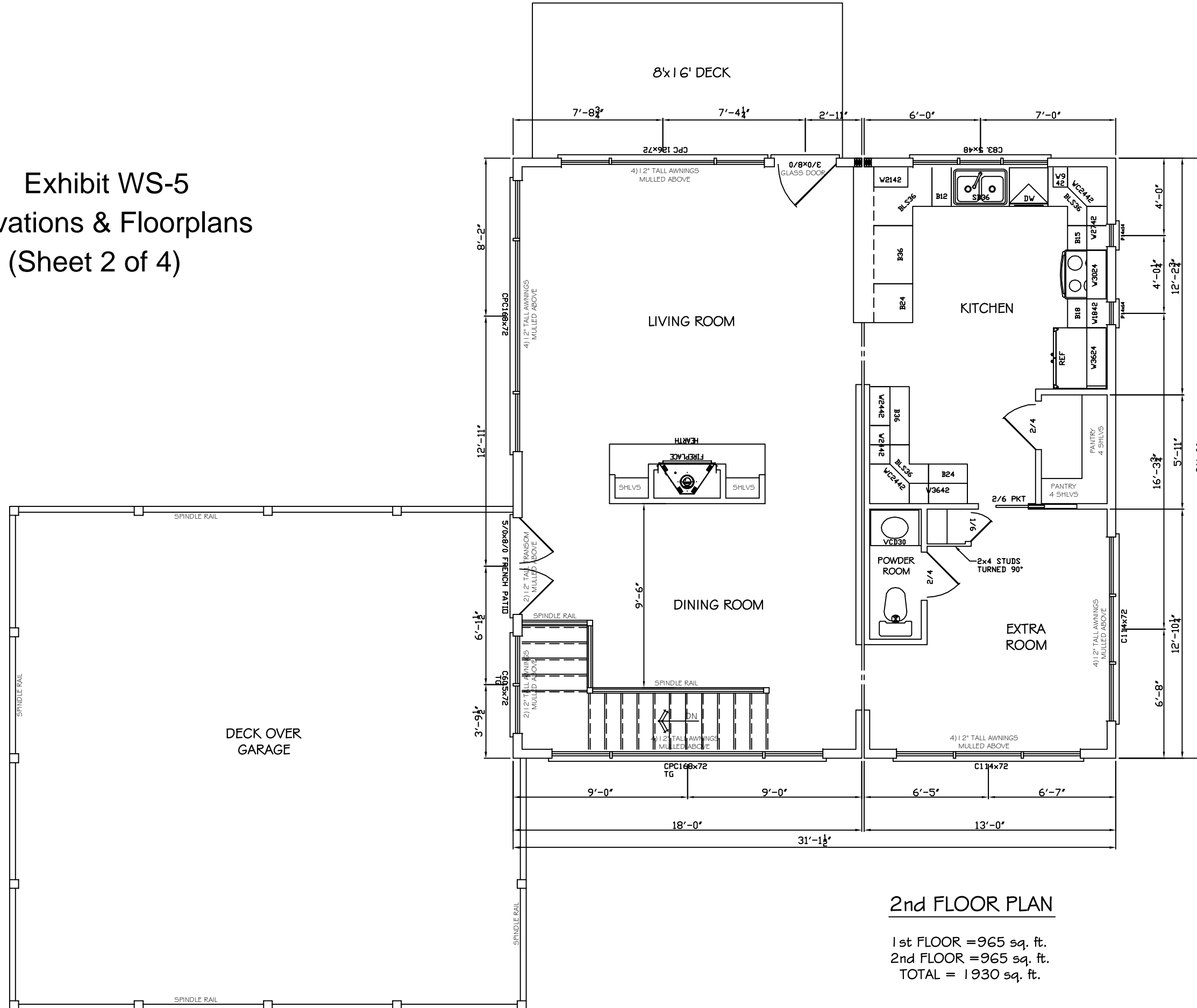
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12-21-2015

DRAWN BY:

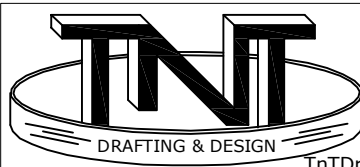
KM

Exhibit WS-5  
Elevations & Floorplans  
(Sheet 2 of 4)



**2nd FLOOR PLAN**

1st FLOOR = 965 sq. ft.  
2nd FLOOR = 965 sq. ft.  
TOTAL = 1930 sq. ft.



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Owner/Drafter  
970-227-6038  
TnTDraftingDesign@gmail.com

**REVISIONS:**

|                   |
|-------------------|
| PER EMAIL 1-5-16  |
| PER EMAIL 2-15-16 |
| PER EMAIL 3-2-16  |
| PER EMAIL 3-7-16  |

DRAWING TITLE:  
**2nd FLOOR PLAN**

PROJECT:  
**HIGH MARK DEV.**

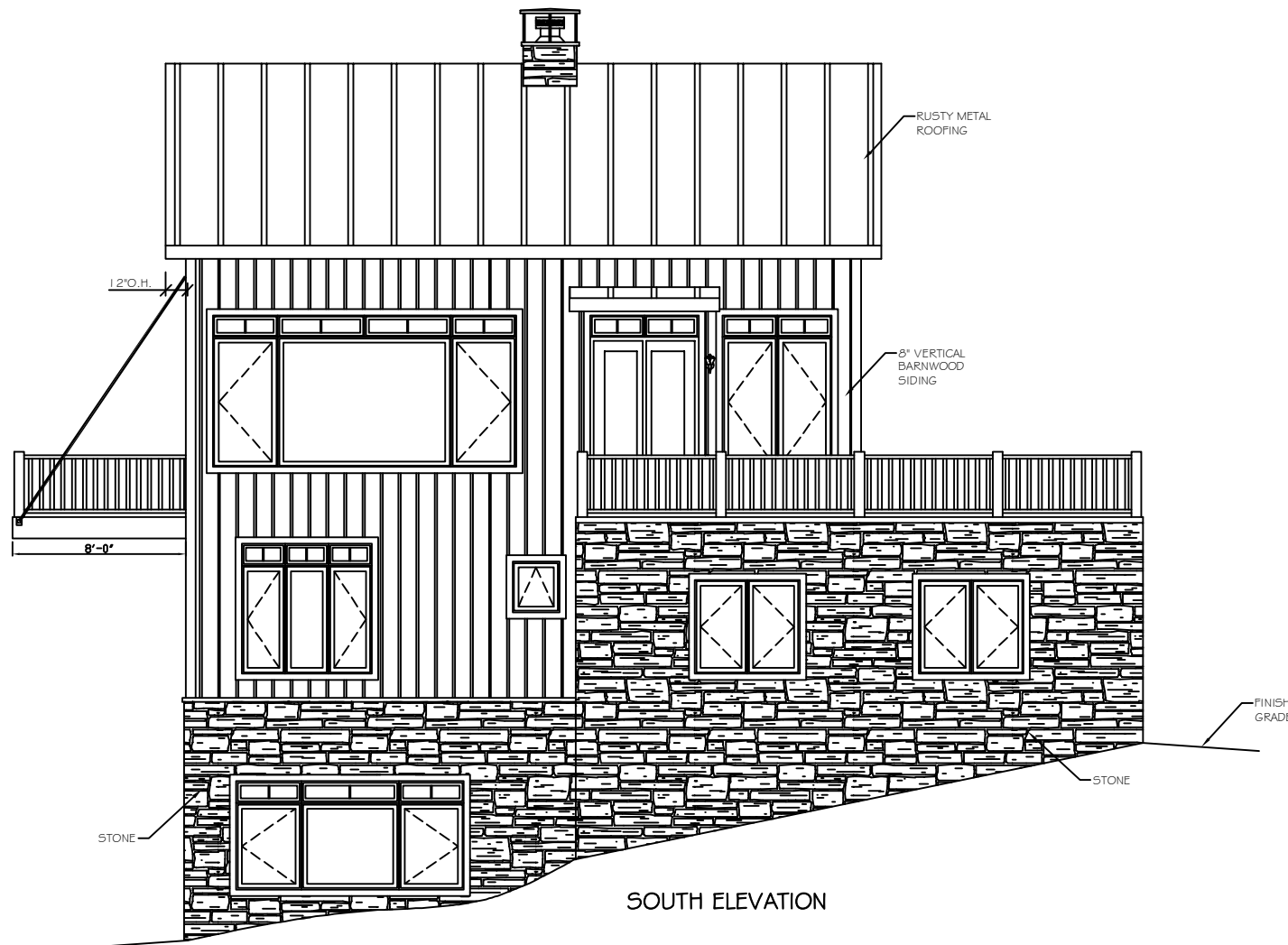
PROJECT NAME:  
**BRAFFORD**

**A3**

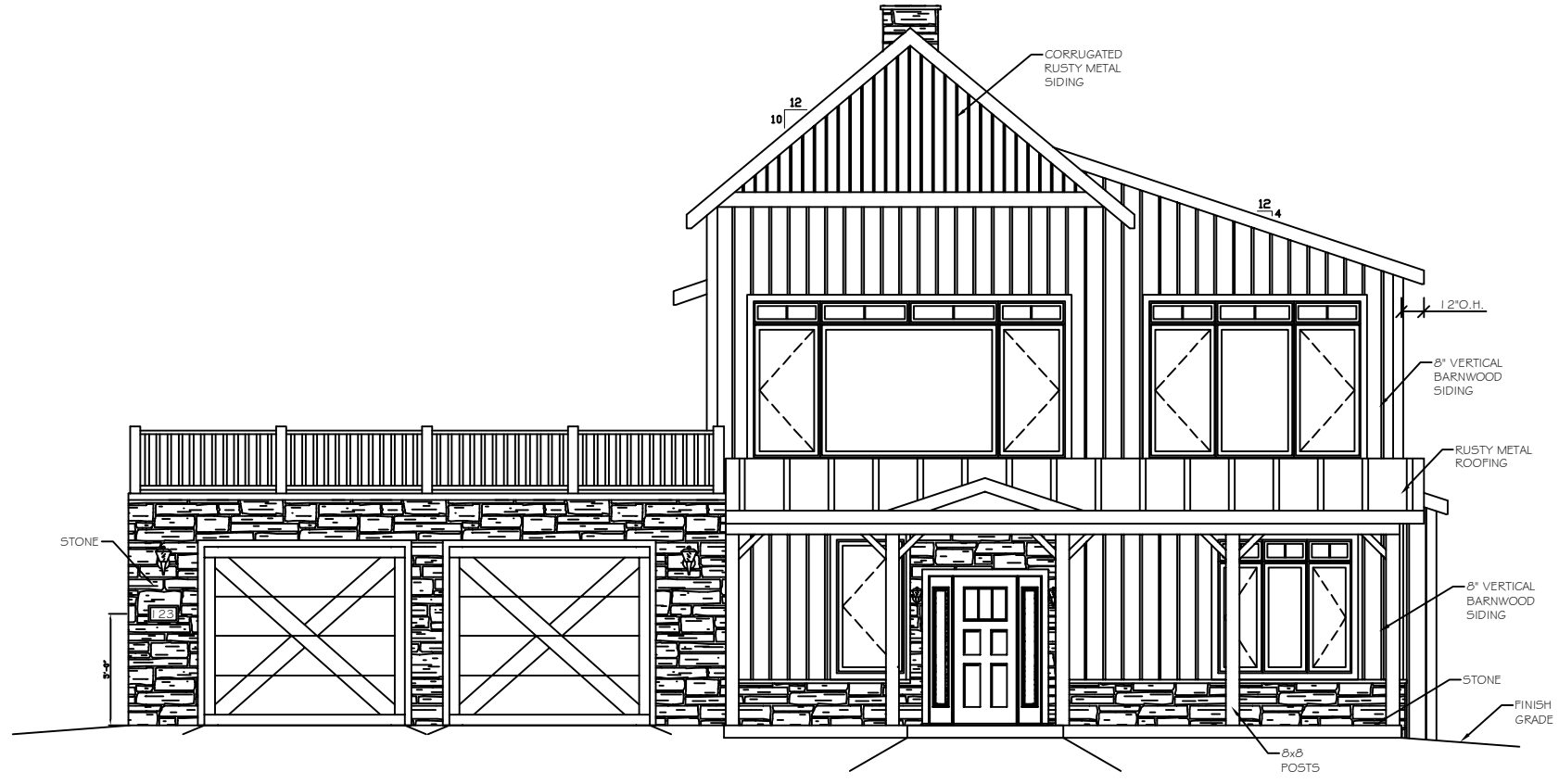
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DRAWN BY: KM

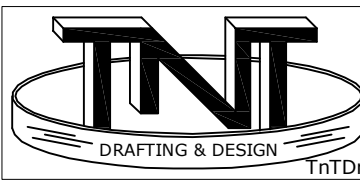
Exhibit WS-5  
Elevations & Floorplans  
(Sheet 3 of 4)



SOUTH ELEVATION



EAST ELEVATION



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TnTDraftingDesign@gmail.com

|            |                   |
|------------|-------------------|
| REVISIONS: | PER EMAIL 1-5-16  |
|            | PER EMAIL 2-15-16 |
|            | PER EMAIL 3-2-16  |
|            | PER EMAIL 3-7-16  |

DRAWING TITLE:  
ELEVATIONS

PROJECT:  
HIGH MARK DEV.

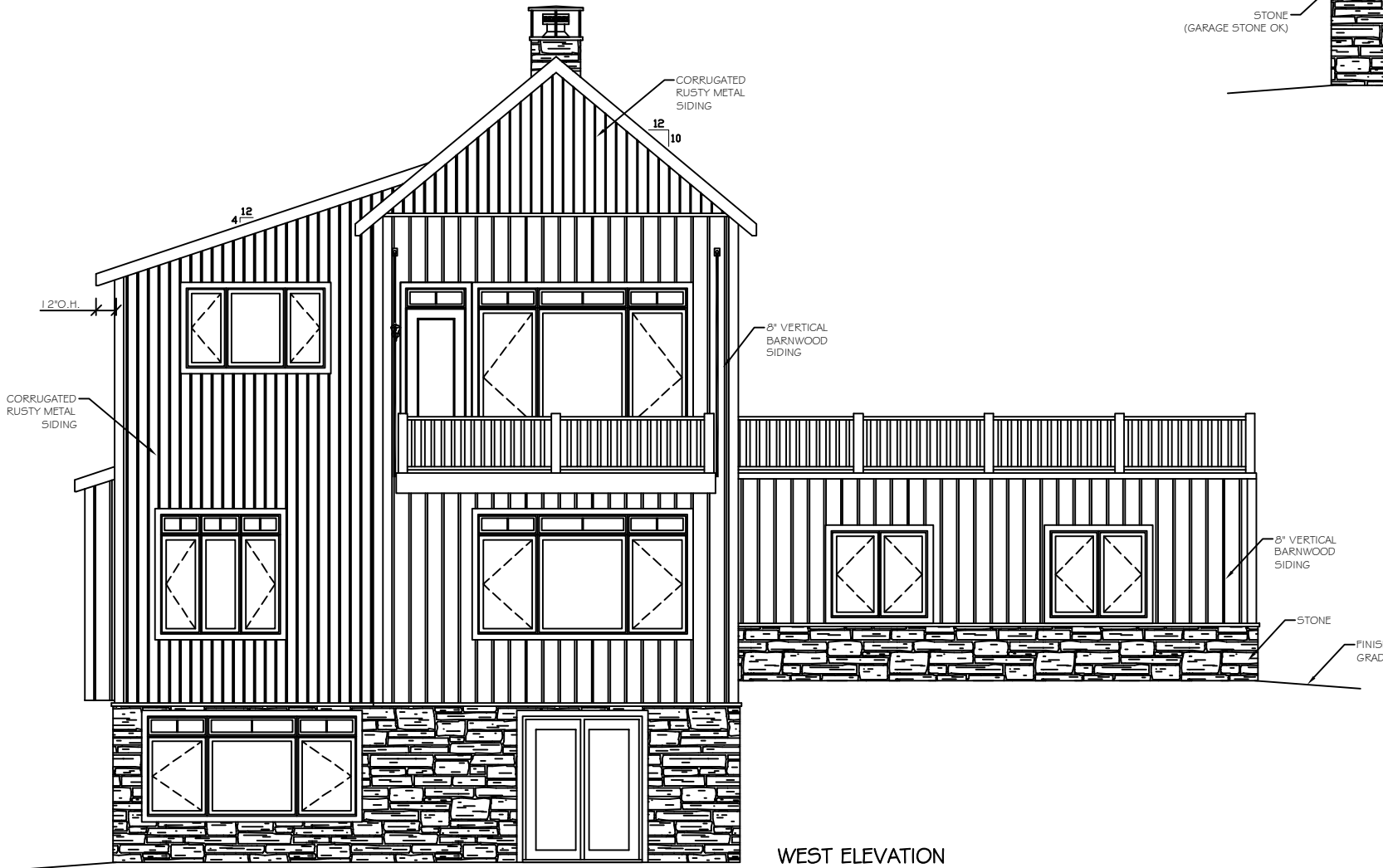
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PROJECT NAME:  
BRAFFORD

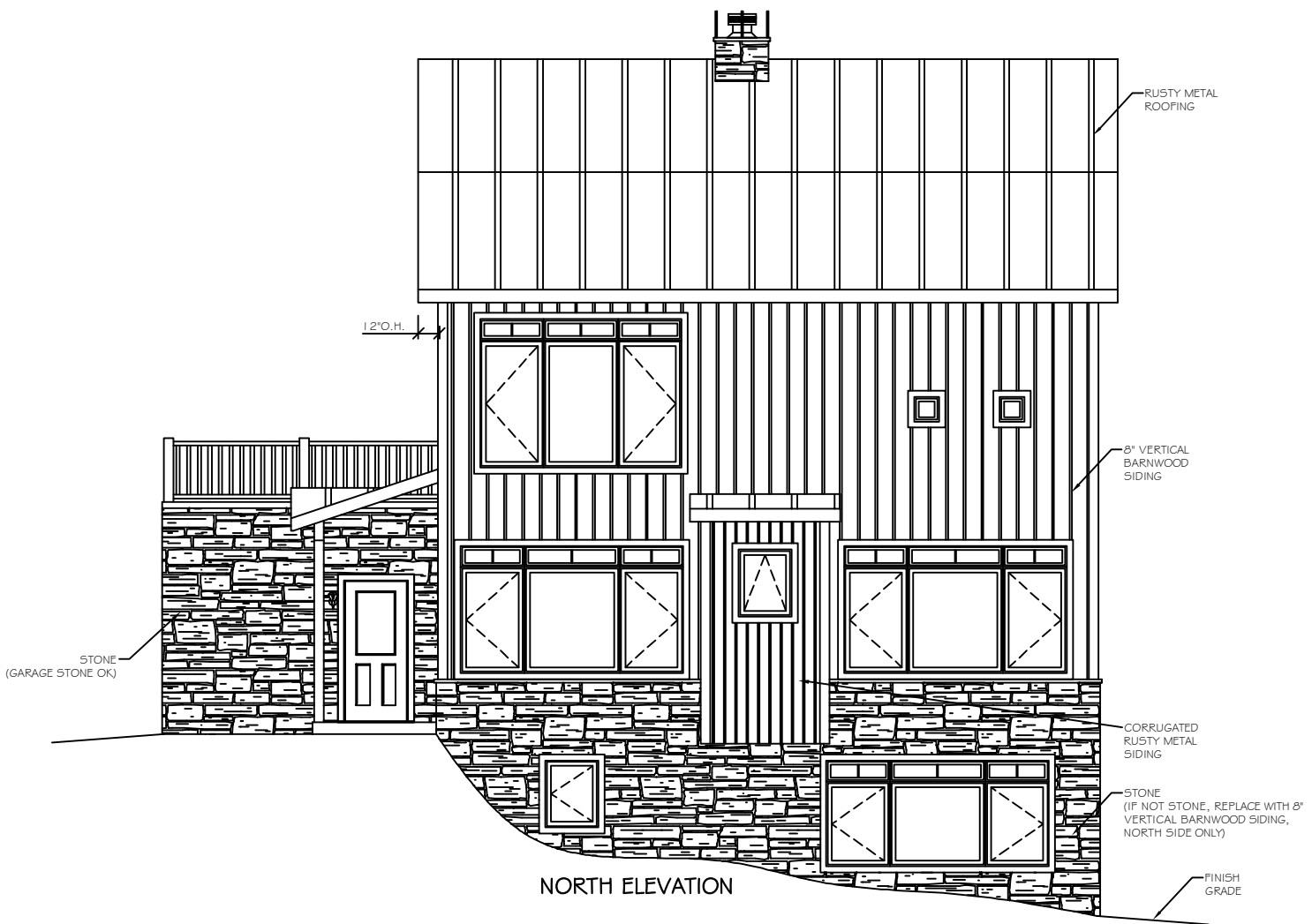
A4  
SHEET



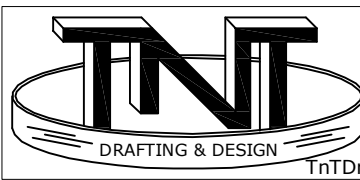
# Exhibit WS-5 Elevations & Floorplans (Sheet 4 of 4)



WEST ELEVATION



NORTH ELEVATION



Kevin Maj  
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| REVISIONS:        |
|-------------------|
| PER EMAIL 1-5-16  |
| PER EMAIL 2-15-16 |
| PER EMAIL 3-2-16  |
| PER EMAIL 3-7-16  |

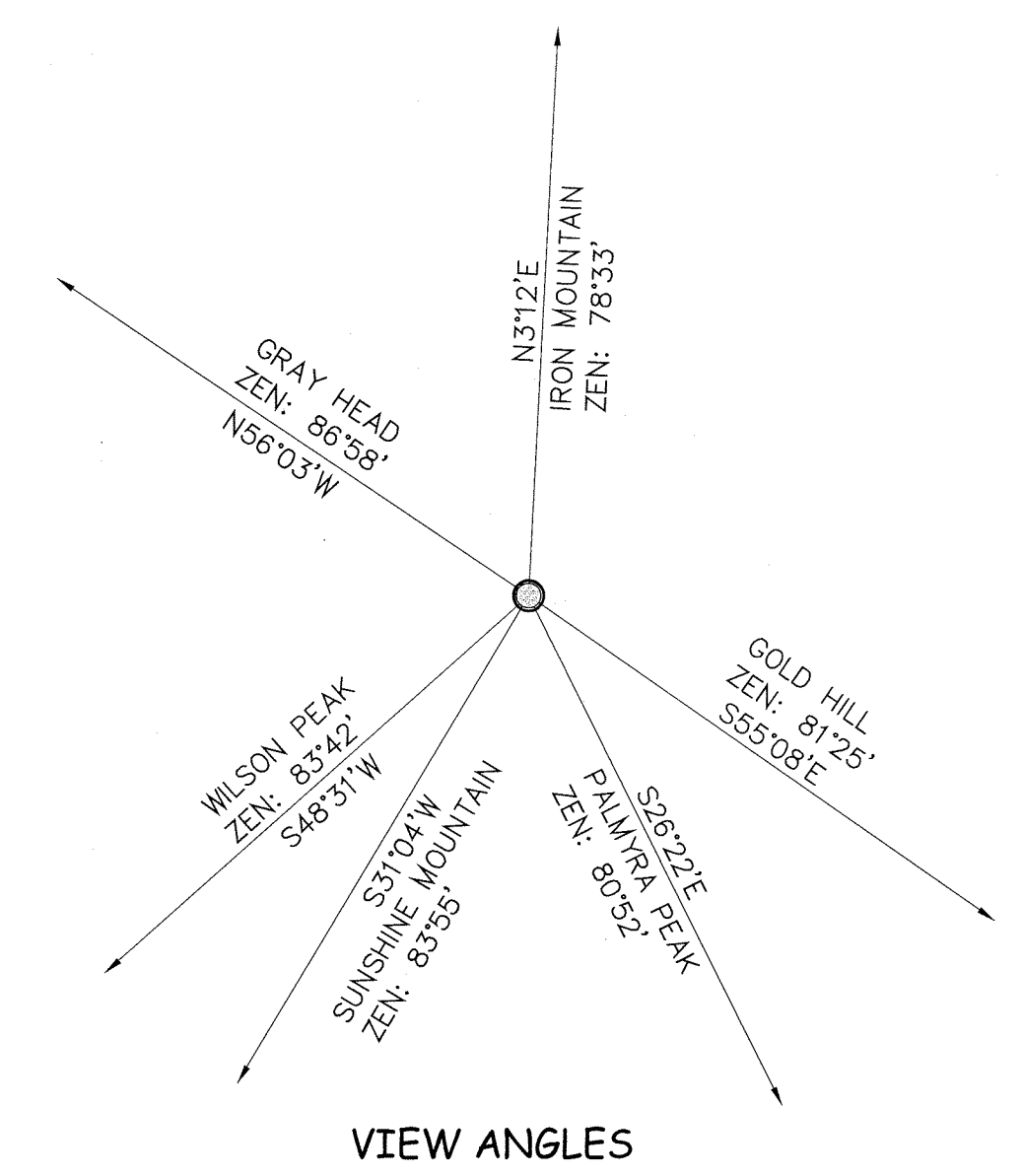
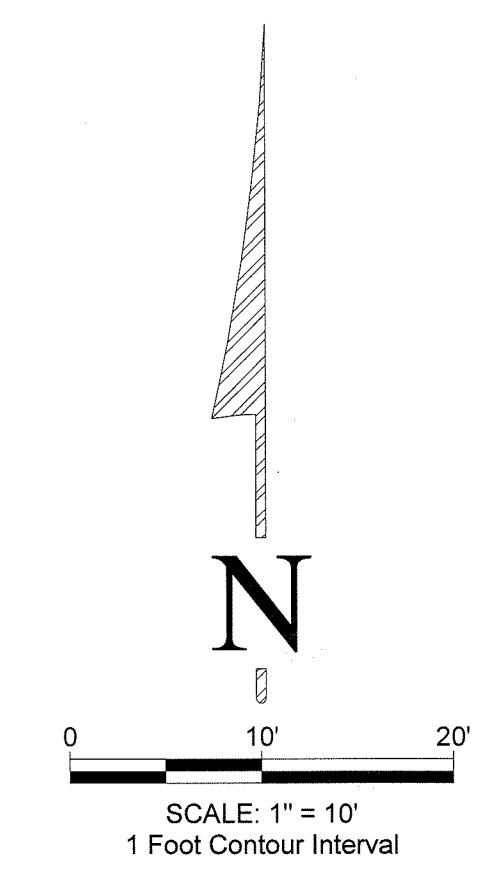
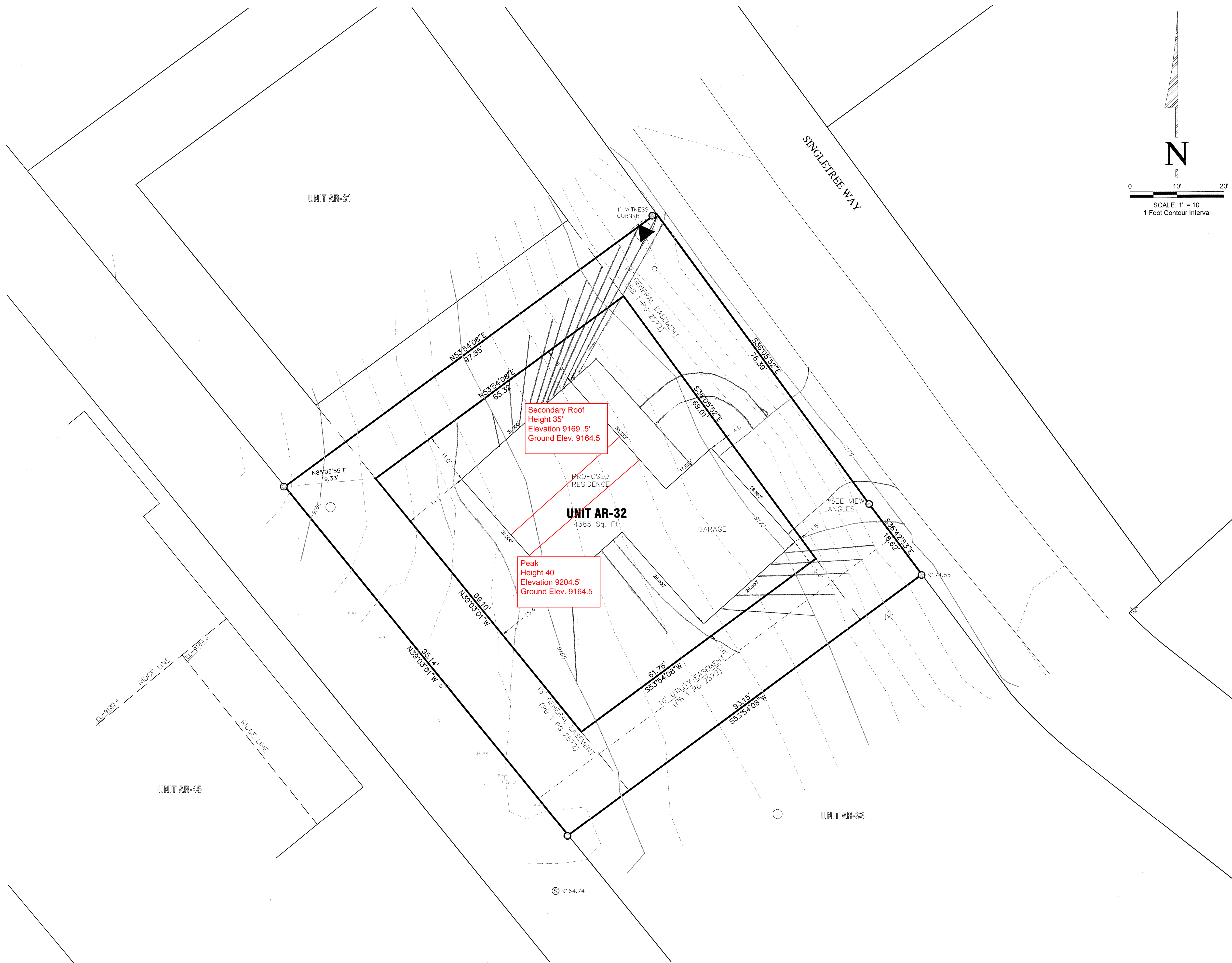
DRAWING TITLE:  
**ELEVATIONS**

PROJECT:  
**HIGH MARK DEV.**

SCALE: 1/8" = 1'-0"  
DATE: 12-22-2015  
DRAWN BY: KM

PROJECT NAME:  
**BRAFFORD**

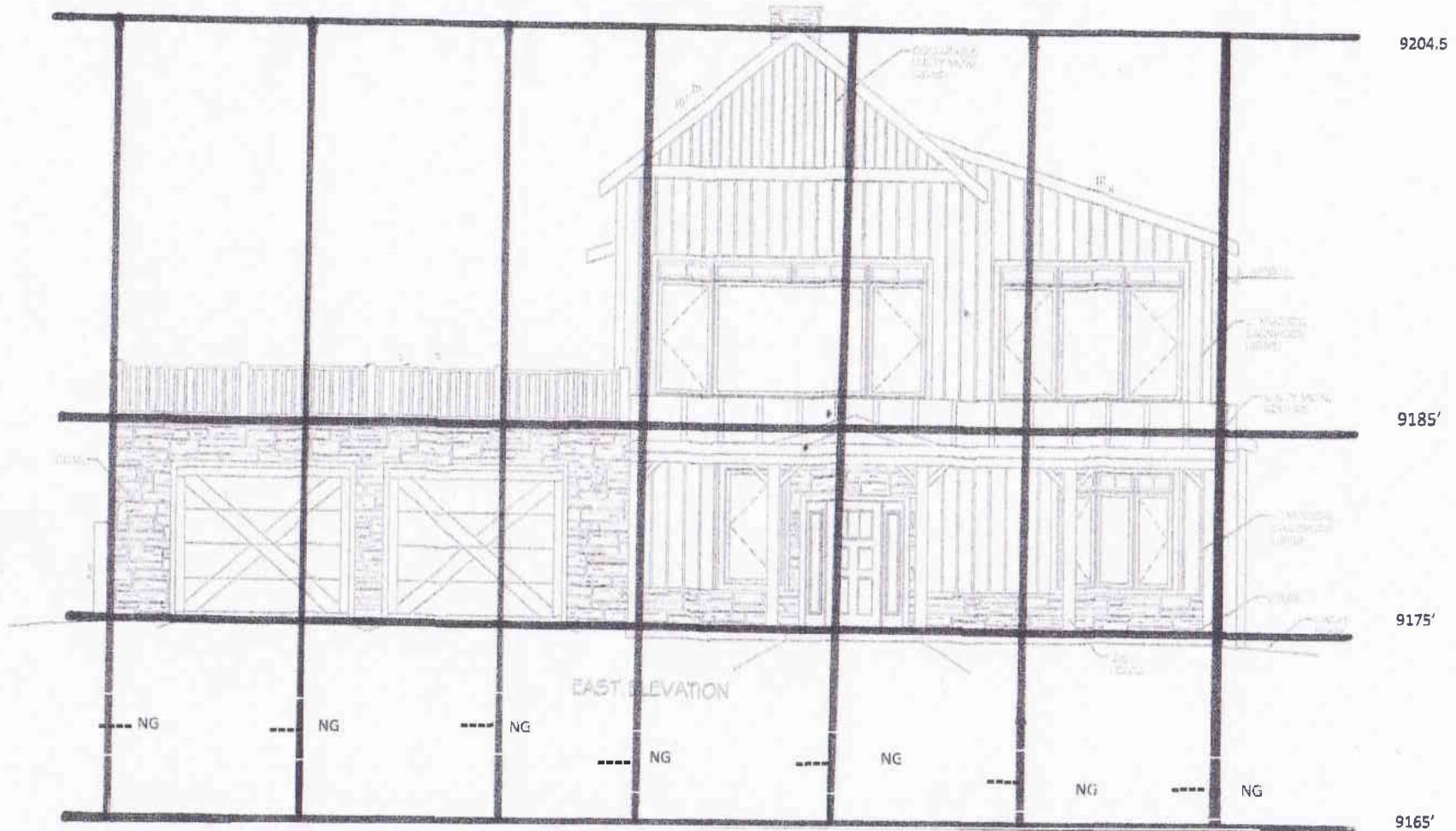
**A5**  
SHEET



- LEGEND**
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 24954
  - CABLE PEDESTAL
  - ▲ ELECTRIC TRANSFORMER
  - ⊕ FIRE HYDRANT
  - ⊗ GAS CONNECTION
  - ⊙ SEWER MAN HOLE
  - PVC
  - ⊕#5 SPRUCE TREE, # INDICATES DIAMETER
  - ⊕#4 ASPEN TREE, # INDICATES DIAMETER

WS-6  
Roof Plan

| Interval 1   | Interval 2   | Interval 3   | Interval 5   | Interval 6 | Interval 7   | Interval 8   |
|--------------|--------------|--------------|--------------|------------|--------------|--------------|
| NG 70.5'     | NG 70.5'     | NG 70.5'     | NG 68.5'     | NG 68'     | NG 67.5'     | NG 67.5'     |
| FG 75'       | FG 75'       | FG 75'       | FG 75'       | FG 75'     | FG 75'       | FG 75'       |
| Ht. NG 14.5' | Ht. NG 14.5' | Ht. NG 14.5' | Ht. NG 31.5' | Ht. NG 36' | Ht. NG 31.5' | Ht. NG 28'   |
| Ht. FG 10'   | Ht. FG 10'   | Ht. FG 10'   | Ht. NG 25'   | Ht. FG 29' | Ht. FG 24'   | Ht. FG 20.5' |



**Legend**  
 NG-Natural Grade  
 FG-Finish Grade  
 Ht. NG-Building Height from NG  
 Ht. FG-Building Height from FG

**Exhibit WS-7**  
**Average Height Calculation Elevation Measurements**  
 (Sheet 1 of 4)



Exhibit WS-7  
 Average Height  
 Calculation Elevation  
 Measurements  
 (Sheet 2 of 4)

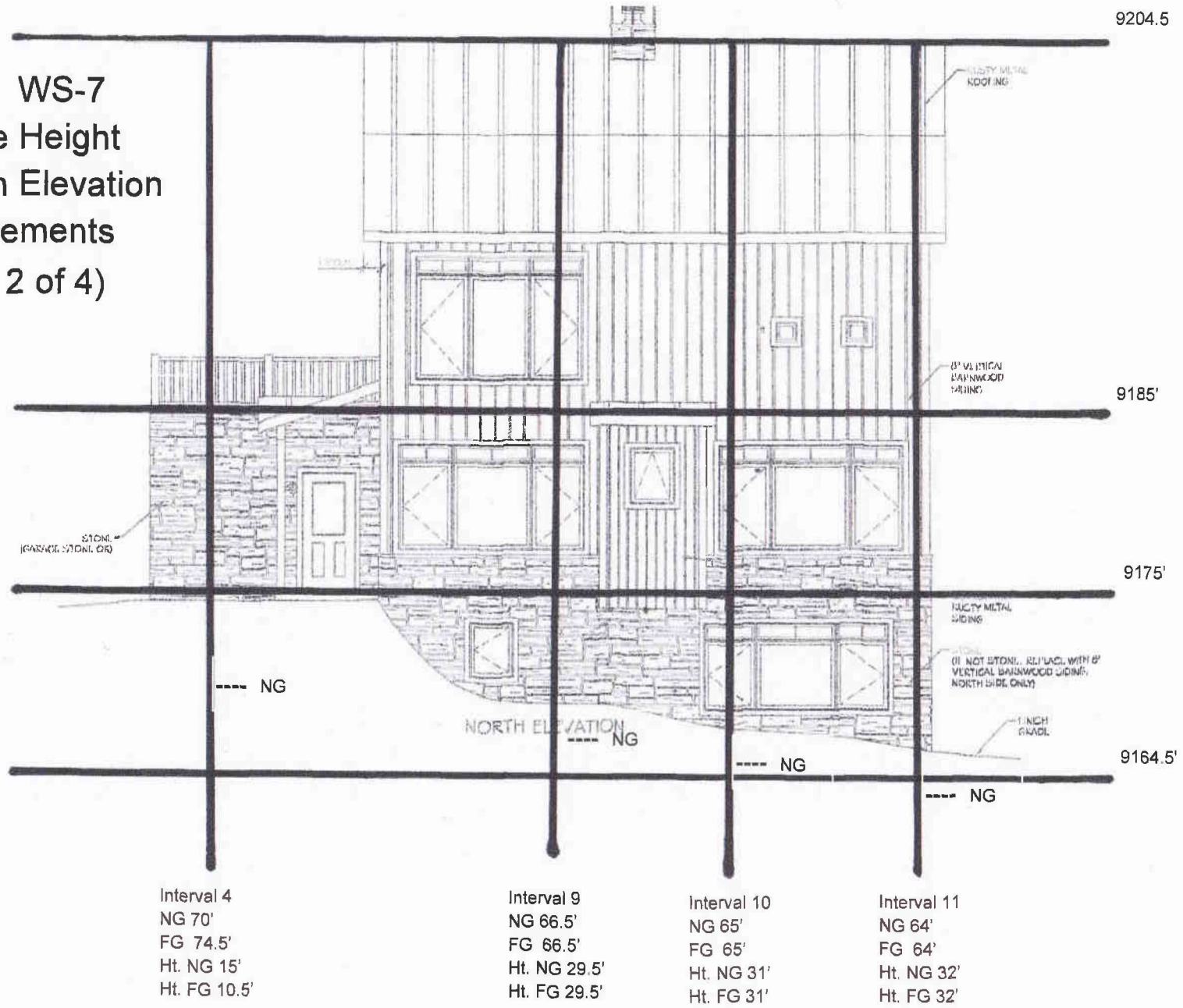


Exhibit WS-7  
 Average Height  
 Calculation Elevation  
 Measurements  
 (Sheet 3 of 4)

| Interval 12 | Interval 13  | Interval 14  | Interval 16 | Interval 16  | Interval 18 |
|-------------|--------------|--------------|-------------|--------------|-------------|
| NG 63.5'    | NG 64.5'     | NG 65'       | NG 67'      | NG 67.5'     | NG 68'      |
| FG 64.5'    | FG 64.5'     | FG 64.5'     | FG 75'      | FG 75'       | FG 75'      |
| Ht. NG 34'  | Ht. NG 38.5' | Ht. NG 33'   | Ht. NG 18'  | Ht. NG 17.5' | Ht. NG 17'  |
| Ht. FG 33'  | Ht. FG 38.5' | Ht. FG 33.5' | Ht. FG 10'  | Ht. FG 10'   | Ht. FG 10'  |

9204.3



Exhibit WS-7  
 Average Height  
 Calculation Elevation  
 Measurements  
 (Sheet 4 of 4)

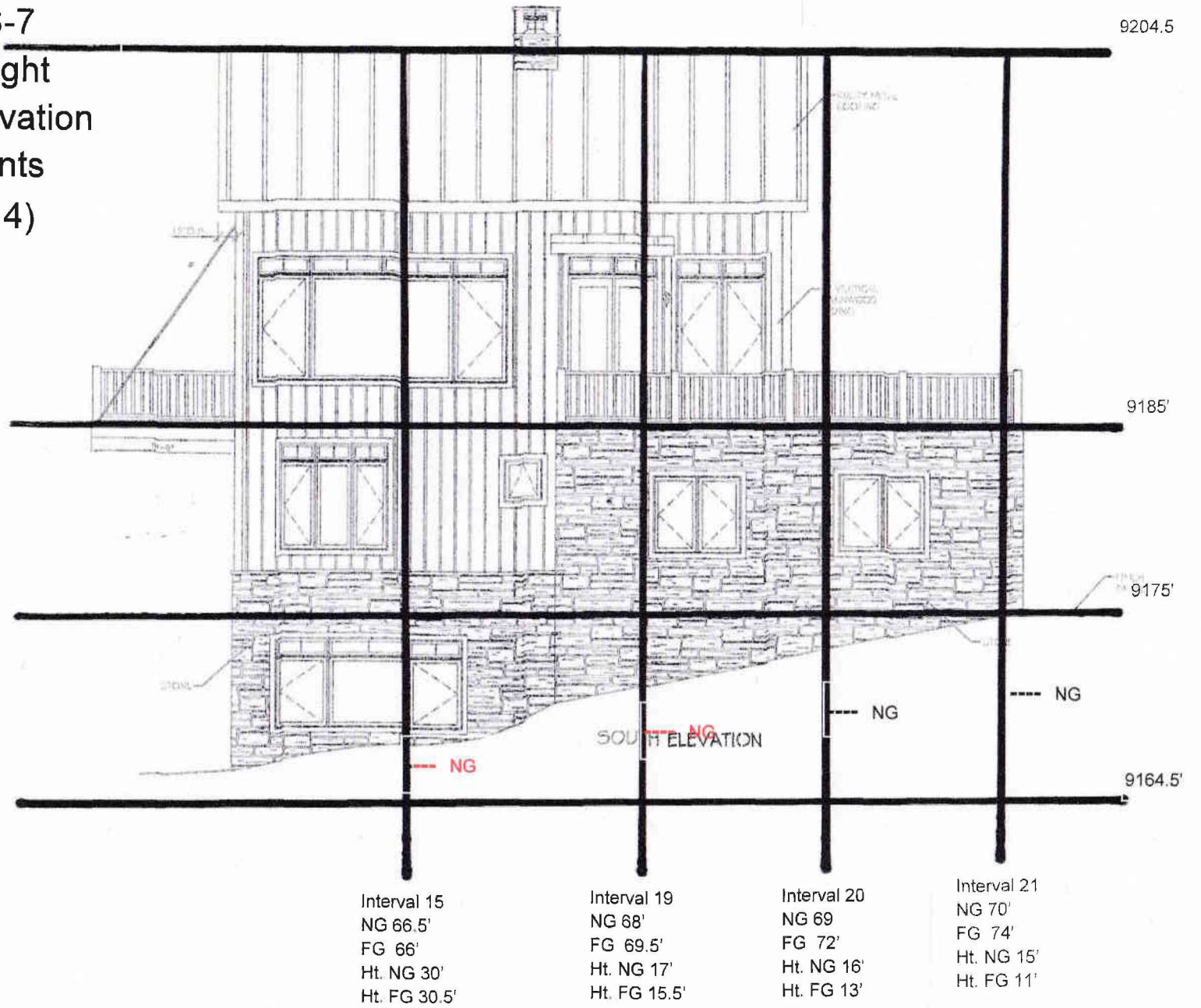




Exhibit WS-8  
Average Height Calculation Table

|    |                              |                        |        |      |       |      |      |      |       |       |       |       |
|----|------------------------------|------------------------|--------|------|-------|------|------|------|-------|-------|-------|-------|
| 1  | A                            | B                      | C      | D    | E     | F    | G    | H    | I     | J     | K     | L     |
| 2  | <b>Average Height</b>        |                        |        |      |       |      |      |      |       |       |       |       |
| 3  | Station                      | 1                      | 2      | 3    | 4     | 5    | 6    | 7    | 8     | 9     | 10    | 11    |
| 4  | Elevation                    | East                   | East   | East | North | East | East | East | East  | North | North | North |
| 5  | Natural Grade                | 70.5                   | 70.5   | 70.5 | 70.0  | 68.5 | 68.0 | 67.5 | 67.5  | 66.5  | 65.0  | 64.0  |
| 6  | Finished Grade               | 75.0                   | 75.0   | 75.0 | 74.5  | 75.0 | 75.0 | 75.0 | 75.0  | 66.5  | 65.0  | 64.0  |
| 7  | Height From Natural          | 14.5                   | 14.5   | 14.5 | 15.0  | 31.5 | 36.0 | 31.5 | 28.0  | 29.5  | 31.0  | 32.0  |
| 8  | Height From Finished         | 10.0                   | 10.0   | 10.0 | 10.5  | 25.0 | 29.0 | 24.0 | 20.5  | 29.5  | 31.0  | 32.0  |
| 9  |                              |                        |        |      |       |      |      |      |       |       |       |       |
| 10 |                              |                        |        |      |       |      |      |      |       |       |       |       |
| 11 | Station                      | 12                     | 13     | 14   | 15    | 16   | 17   | 18   | 19    | 20    | 21    |       |
| 12 | Elevation                    | West                   | West   | West | South | West | West | West | South | South | South |       |
| 13 | Natural Grade                | 63.5                   | 64.5   | 65.0 | 66.5  | 67.0 | 67.5 | 68.0 | 68.0  | 69.0  | 70.0  |       |
| 14 | Finished Grade               | 64.5                   | 64.5   | 64.5 | 66.0  | 75.0 | 75.0 | 75.0 | 69.5  | 72.0  | 74.0  |       |
| 15 | Height From Natural          | 34.0                   | 38.5   | 33.0 | 30.0  | 18.0 | 17.5 | 17.0 | 17.0  | 16.0  | 15.0  |       |
| 16 | Height From Finished         | 33.0                   | 38.5   | 33.5 | 30.5  | 10.0 | 10.0 | 10.0 | 15.5  | 13.0  | 11.0  |       |
| 17 |                              |                        |        |      |       |      |      |      |       |       |       |       |
| 18 |                              |                        |        |      |       |      |      |      |       |       |       |       |
| 19 | Average Height From Natural  | 25.3                   |        |      |       |      |      |      |       |       |       |       |
| 20 | Average Height From Finished | 21.0                   |        |      |       |      |      |      |       |       |       |       |
| 21 |                              |                        |        |      |       |      |      |      |       |       |       |       |
| 22 | <b>Maximum Height Limit</b>  | Eave of West Elevation |        |      |       |      |      |      |       |       |       |       |
| 23 | Natural Grade                | 64.5                   |        |      |       |      |      |      |       |       |       |       |
| 24 | Finished Grade               | 64.5                   |        |      |       |      |      |      |       |       |       |       |
| 25 | Height From Natural          | 40.0                   | Note 1 |      |       |      |      |      |       |       |       |       |
| 26 | Height From Finished         | 40.0                   |        |      |       |      |      |      |       |       |       |       |
| 27 |                              |                        |        |      |       |      |      |      |       |       |       |       |

Note 1: Per Note 1 of Table 3.3, Section 17.3.12 of CDC: The ridge of a gable, hip, gambrel or similar pitched roof may extend the maximum building height up to five (5) feet above the specified maximum height limit, except on ridgeline lots.



# Landscape Plan

## Plant Schedule

| Type                  | Size     | Qty | UNIT AR-31 |
|-----------------------|----------|-----|------------|
| Spring Snow Crabapple | 1-2" cal | 4   |            |
| Bristlecone Pine      | 6'       | 1   |            |
| Montgomery Spruce     | 7 gallon | 6   |            |
| Potentilla            | 5 gallon | 9   |            |

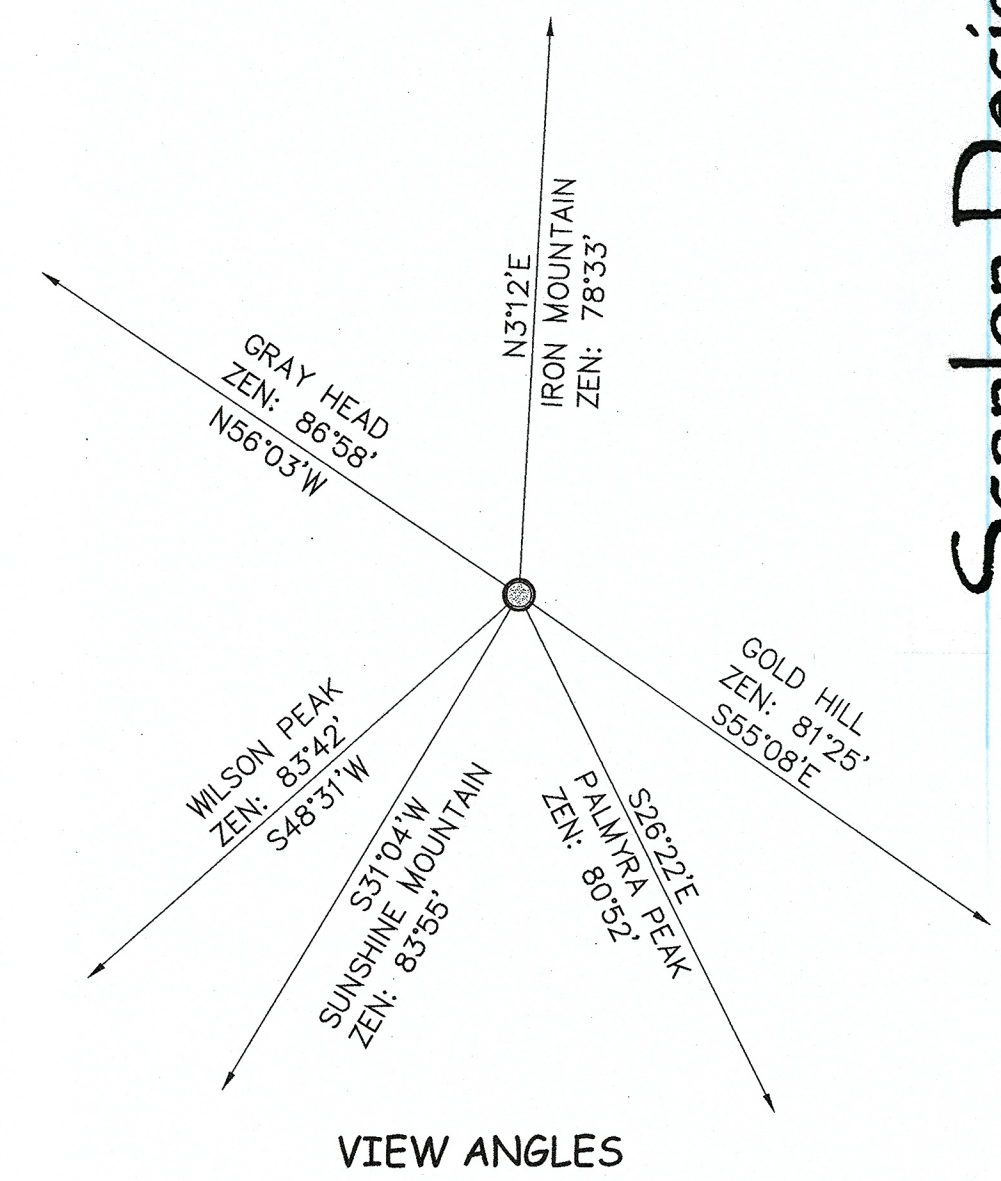
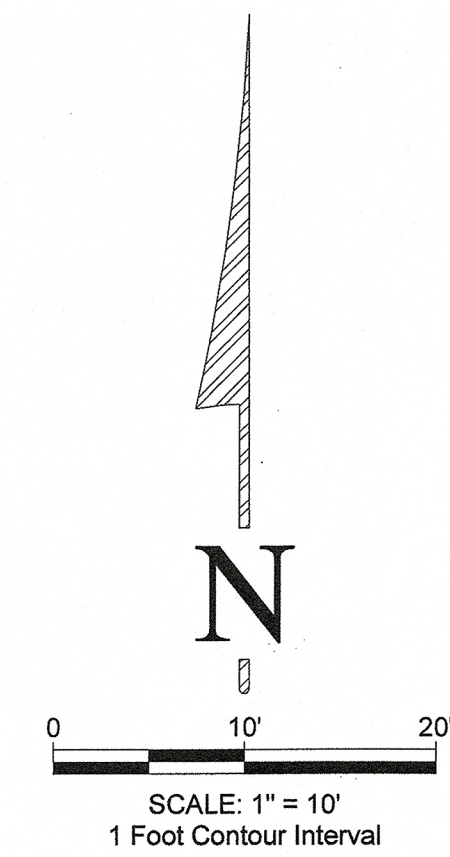
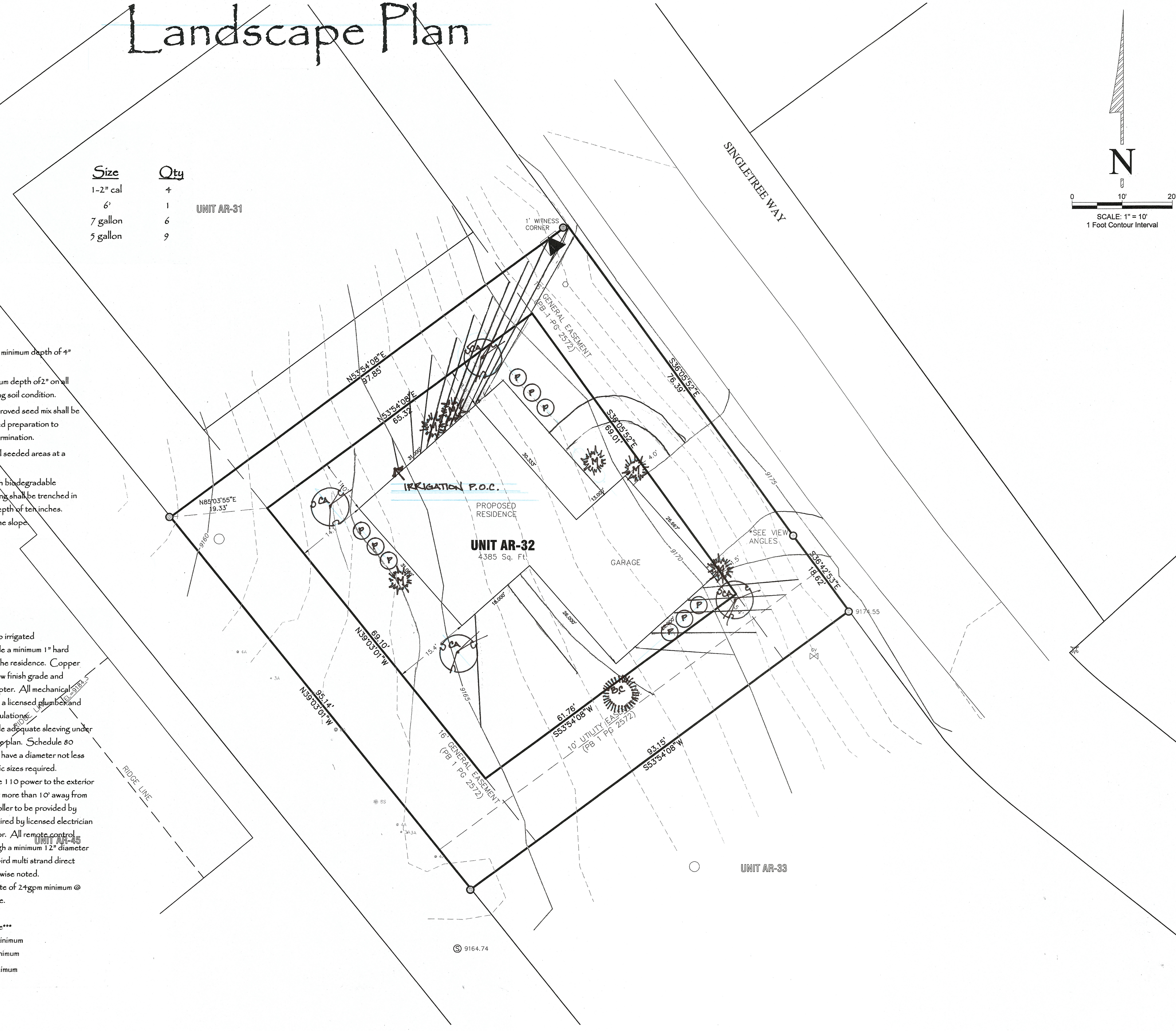
## Revegetation Notes

1. Subsoil surface shall be tilled to a minimum depth of 4" on all non-fill areas.
2. Topsoil shall be spread at a minimum depth of 2" on all areas to be seeded pending existing soil condition.
3. Broadcasting of Mtn. Village approved seed mix shall be done immediately following seedbed preparation to minimize erosion and weed seed germination.
4. Straw mulch will be applied over all seeded areas at a rate of two tons per acre.
5. Net all slopes greater than 2:1 with biodegradable netting pinned 6' on center. Netting shall be trenched in along the top edge at a minimum depth of ten inches. Always apply fabric vertically to the slope.

## Irrigation Notes

1. All trees and shrubs to be drip irrigated
2. Building contractor will provide a minimum 1" hard copper line to the exterior of the residence. Copper stub out will be set at 12" below finish grade and terminate with a 1" female adapter. All mechanical components to be installed by a licensed plumber and meet all current codes and regulations.
3. Building contractor will provide adequate sleeving under all paved surfaces noted on the plan. Schedule 80 P.V.C. is required and should have a diameter not less than 3". See notes for specific sizes required.
4. Building contractor to provide 110 power to the exterior of the residence at a point not more than 10' away from water source stub out. Controller to be provided by Landscape Contractor and wired by licensed electrician provided by building contractor. All remote control valves to be serviceable through a minimum 1 1/2" diameter valve box and wired with Rainbird multi strand direct burial wire typical unless otherwise noted.
5. Contractor to insure a flow rate of 24gpm minimum @ 55psi from the provided source.

\*\*\*Depth to Line from finish grade\*\*\*  
 Mainline (PVC sch40) - 12" minimum  
 Polyethylene laterals - 8" minimum  
 1/2" polyethylene pipe - 4" minimum

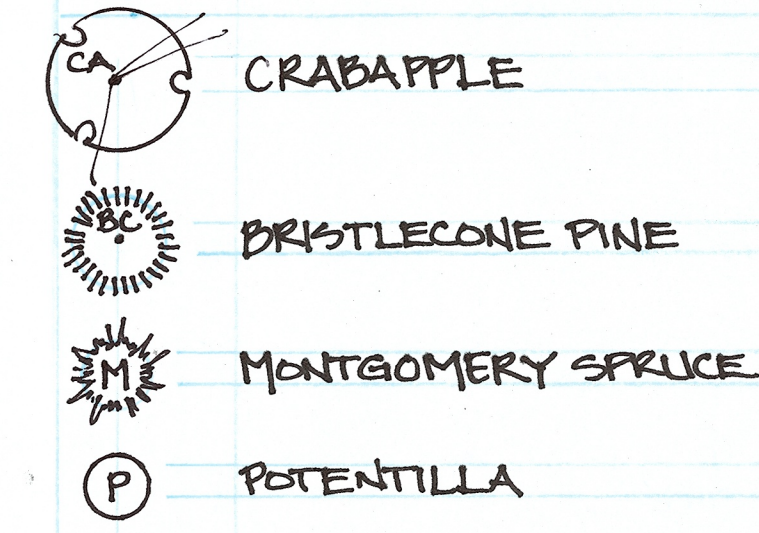


## LEGEND

- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 24954
- CABLE PEDESTAL
- ▲ ELECTRIC TRANSFORMER
- ⊕ FIRE HYDRANT
- ⊗ GAS CONNECTION
- ⊙ SEWER MAN HOLE
- PVC
- ⊕# SPRUCE TREE, # INDICATES DIAMETER
- ⊕# ASPEN TREE, # INDICATES DIAMETER

## General Notes

1. All trees and shrubs are to be located by the project Landscape Architect.
2. Location of all irrigation controls and valve boxes are to be located by the project Landscape Architect.
3. All trees and shrubs to be irrigated with a low volume drip application.
4. Provide positive drainage throughout the site.
5. All landscape operations to be in compliance with Section 9-109 regarding noxious weeds.
6. All revegetation will be implemented with the approved seed mix as specified in Section 9-106-3 of the Design Regulations.

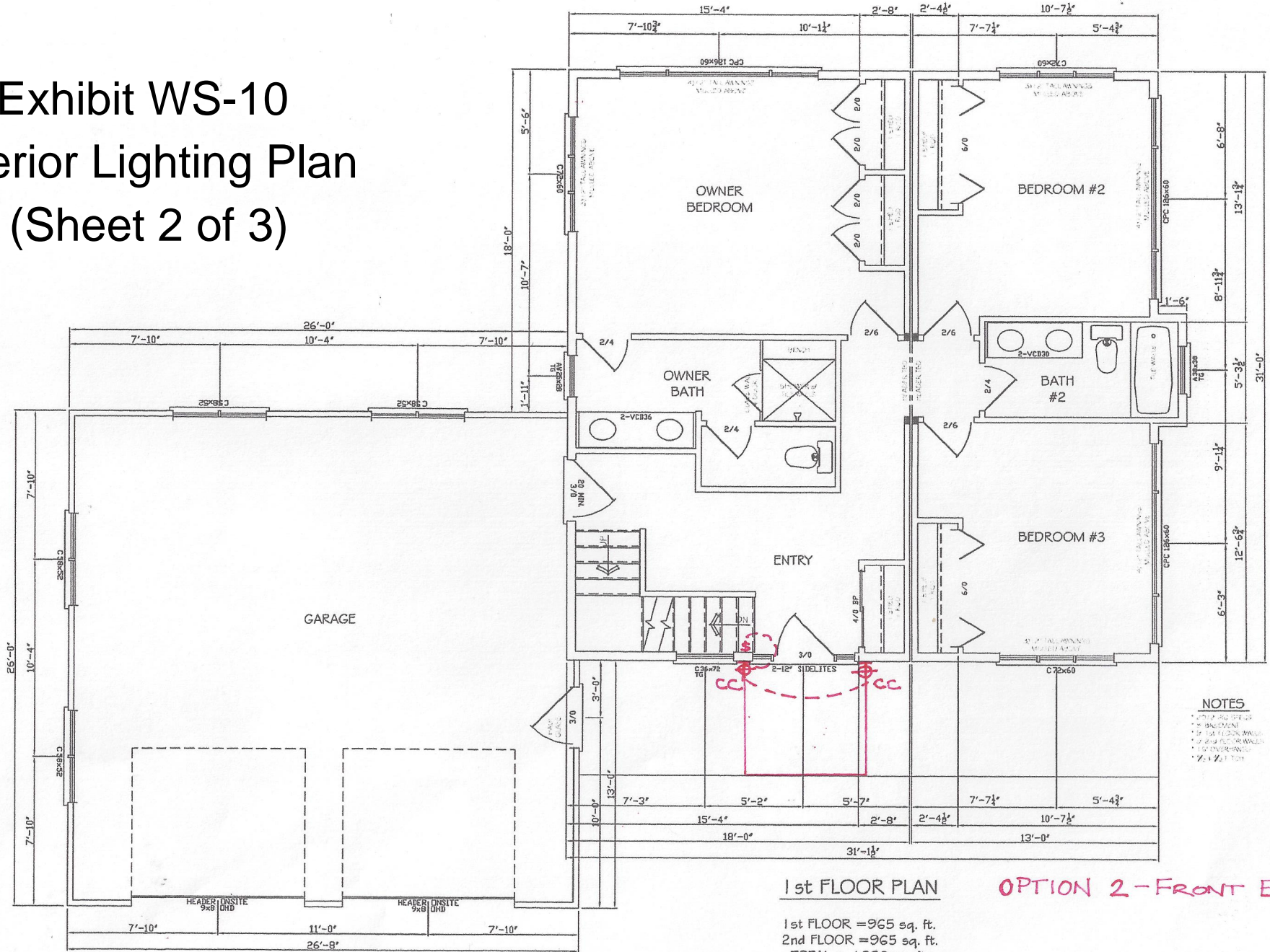








# Exhibit WS-10 Exterior Lighting Plan (Sheet 2 of 3)



- NOTES**
- 1. ALL LIGHT FIXTURES TO BE INSTALLED AS SHOWN.
  - 2. SEE ELECTRICAL DRAWINGS FOR WIRING.
  - 3. SEE ELECTRICAL DRAWINGS FOR WIRING.
  - 4. SEE ELECTRICAL DRAWINGS FOR WIRING.

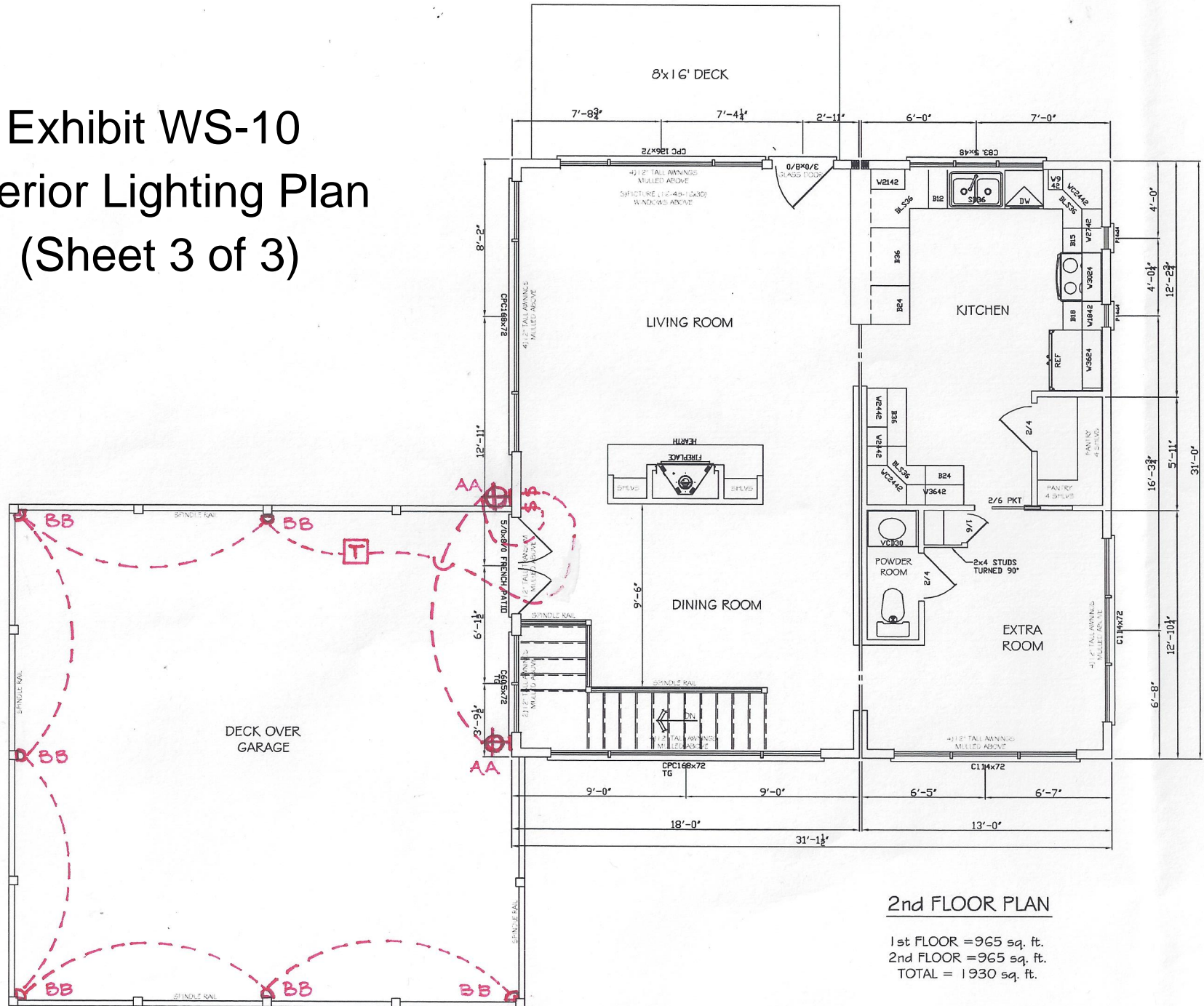


Kevin Ma  
Owner/Drafter  
970-227-6038  
TnTDraftingDesign@gmail.com

| REVISIONS: | PER EMAIL 1-5-16 | PER EMAIL 2-15-16 | PER EMAIL 3-2-16 |
|------------|------------------|-------------------|------------------|
|            |                  |                   |                  |
|            |                  |                   |                  |
|            |                  |                   |                  |

DRAWING TITLE:  
**1st FLOOR PLAN**

# Exhibit WS-10 Exterior Lighting Plan (Sheet 3 of 3)



**2nd FLOOR PLAN**

1st FLOOR = 965 sq. ft.  
2nd FLOOR = 965 sq. ft.  
TOTAL = 1930 sq. ft.



Kevin Maj  
Owner/Drafter  
970-227-6038  
TnTDraftingDesign@gmail.com

REVISIONS:

PER EMAIL 1-6-16  
PER EMAIL 2-15-16  
PER EMAIL 3-2-16

DRAWING TITLE:

2nd FLOOR PLAN

PROJECT:  
SCALE:  
3



## Exhibit WS-11 Exterior Sconce

Brafford Residence - "AA"  
**Exterior Door Sconces**  
Mountain Village, Colorado  
March 2016



Manufacturer: Progress Lighting  
Website: [www.progresslighting.com](http://www.progresslighting.com)  
Description: Cylinder Wall Mount sconce  
Dimensions: 5"Dia x 7.25"H x 8"Ext  
Mounting: Surface  
Electrical: 120-volt  
Finish: Antique Bronze  
Accessories: N/A

Lamp: (1) 17-watt LED module (3000K) (60,000 hrs) [included]  
Lumens: 1000  
Quantity: 7

Brafford Residence - "CC"  
**Front Entry Sconces - Option 3**  
Mountain Village, Colorado  
March 2016



Manufacturer:  
Hubbardton Forge  
Website: [www.vtforge.com](http://www.vtforge.com)  
Description: Twilight Outdoor Sconce  
Dimensions: 8.9"H x 8.6"W x 7.4"Ext  
Mounting: Surface  
Electrical: 120-volt  
Finish: Dark smoke  
Accessories: N/A

Lamp: (1) 5-watt LED G16.5 globe + E26 medium base Frosted (2700K)  
Lumens: 300 lumens  
Quantity: 2

## Exhibit WS-13 Exterior Post Light

Brafford Residence - "BB"  
**Deck Post Lights**  
Mountain Village, Colorado  
March 2016



Manufacturer: Focus Industries  
Website: [www.focusindustries.com](http://www.focusindustries.com)  
Description: Surface Step Lights  
Dimensions: 3.5"W x 2.5"H x 2.25"Ext  
Mounting: Surface  
Electrical: 12-volt  
Finish: Rust  
Accessories: FA-05 Quick Connector from fixture to main cable

Lamp: (1) 3-watt Omni-3 LED (3000K) (50,000 hrs) [included]  
Lumens: 160  
Quantity: 6

## Exhibit WS-14 Exterior Pendant

Brafford Residence - "CC"  
**Front Entry Pendant - Option 1**  
Mountain Village, Colorado  
March 2016



Manufacturer: Hubbardton Forge  
Website: [www.vtforge.com](http://www.vtforge.com)  
Description: Mason Large Outdoor Ceiling Fixture  
Dimensions: 14.6"H x 11.3"Dia  
Mounting: Surface  
Electrical: 120-volt  
Finish: Dark smoke + clear glass  
Accessories: Canopy kit with 12' wire + 1' chain [included]

Lamp: (1) 60-watt T4 halogen + G9 bi-pin base  
Lumens: 800 lumens  
Quantity: 1

## Exhibit WS-4 Exterior Pendant 2

Brafford Residence - "CC"  
**Front Entry Pendant - Option 2**  
Mountain Village, Colorado  
March 2016



Manufacturer: Hubbardton Forge  
Website: [www.vtforge.com](http://www.vtforge.com)  
Description: Pluto Mini Pendant  
Dimensions: 9.6"H x 7.4"Dia + 5"Dia canopy  
Mounting: Surface  
Electrical: 120-volt  
Finish: Dark smoke + clear glass  
Accessories: Adjustable stem + round canopy kit [included]

Lamp: (1) 60-watt T4 halogen + G9 bi-pin base  
Lumens: 800 lumens  
Quantity: 1



Brafford Residence - "DD"  
**Front Entry Monopoint**  
Mountain Village, Colorado  
March 2016



Manufacturer: Top Lights  
Website: [www.toplightsinc.com](http://www.toplightsinc.com)  
Description: MR16 Downlight Spot  
Dimensions: 5.75"H x 3"W + 5"Dia canopy  
Mounting: Surface  
Electrical: 12-volt  
Finish: Matte Bronze  
Accessories: 50-watt electronic transformer

Lamp: (1) 7-watt LED MR16 Flood (2700K) (12V)  
Lumens: 500 lumens  
Quantity: 1

Exhibit WS-17  
Exterior Materials Photographic Sample Board

**Lot AR32**  
**3/14/2016**

1. Rusty metal color and design, wood siding color and design, and top of chimney design. House structure/layout is different. Windows, stone, and roof will be different design/color.



2. Garage door design, not color and material. Color and material shown in #3. The stone will also be different and is shown in #7.



Exhibit WS-17  
Exterior Materials Photographic Sample Board

- Garage door color and material. The wood siding featured in #1 will make an "X" over the doors and outline as shown in #2.



- Roof design (shown below) with burgundy color (same as rusty metal shown in #1). Chimney design and wood siding will be different (also shown in #1)





Exhibit WS-17  
Exterior Materials Photographic Sample Board

- Deck railing design, color, and material only. Deck structure will be different per house plans.

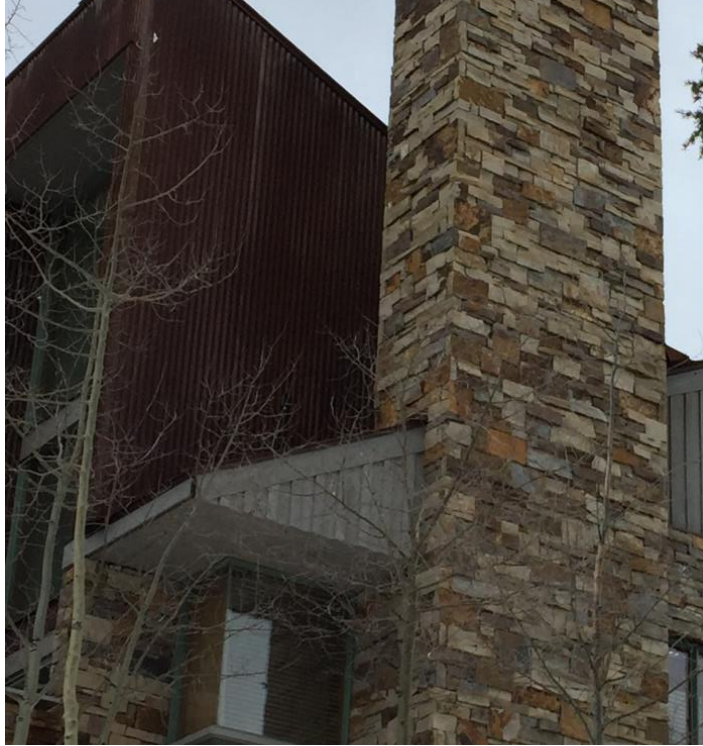


- Barn wood siding from #1 under east elevation roofing over front door.



Exhibit WS-17  
Exterior Materials Photographic Sample Board

7. Stone design, color, and material for all stone on outside of house.







Legend


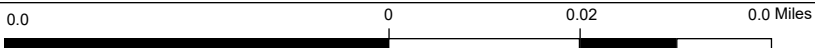
 Parcel Boundaries

Exhibit WS-18  
Aerial Photo  
Lot 32AR

1:999



Notes



# Exhibit WS-19 Photo Lot View East to West

Vertical Red Lines indicate lot  
corners





Exhibit WS-20 Shed Roof Form On  
Neighborhood Home








Exhibit WS-21 Mountain Village  
6 Garage Roof Deck Examples  
(Sheet 1 of 6)



Exhibit WS-21 Mountain Village  
6 Garage Roof Deck Examples  
(Sheet 2 of 6)

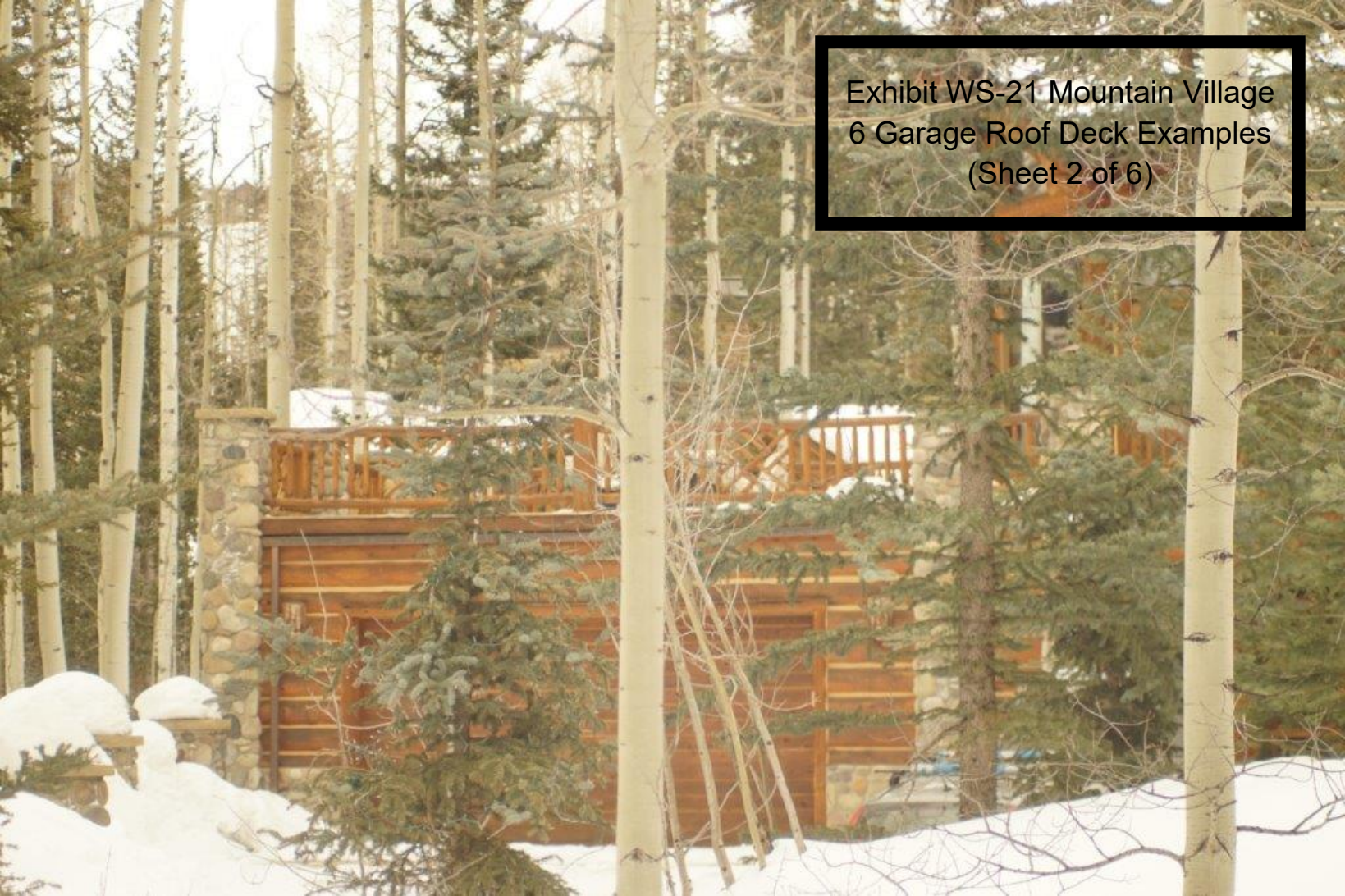
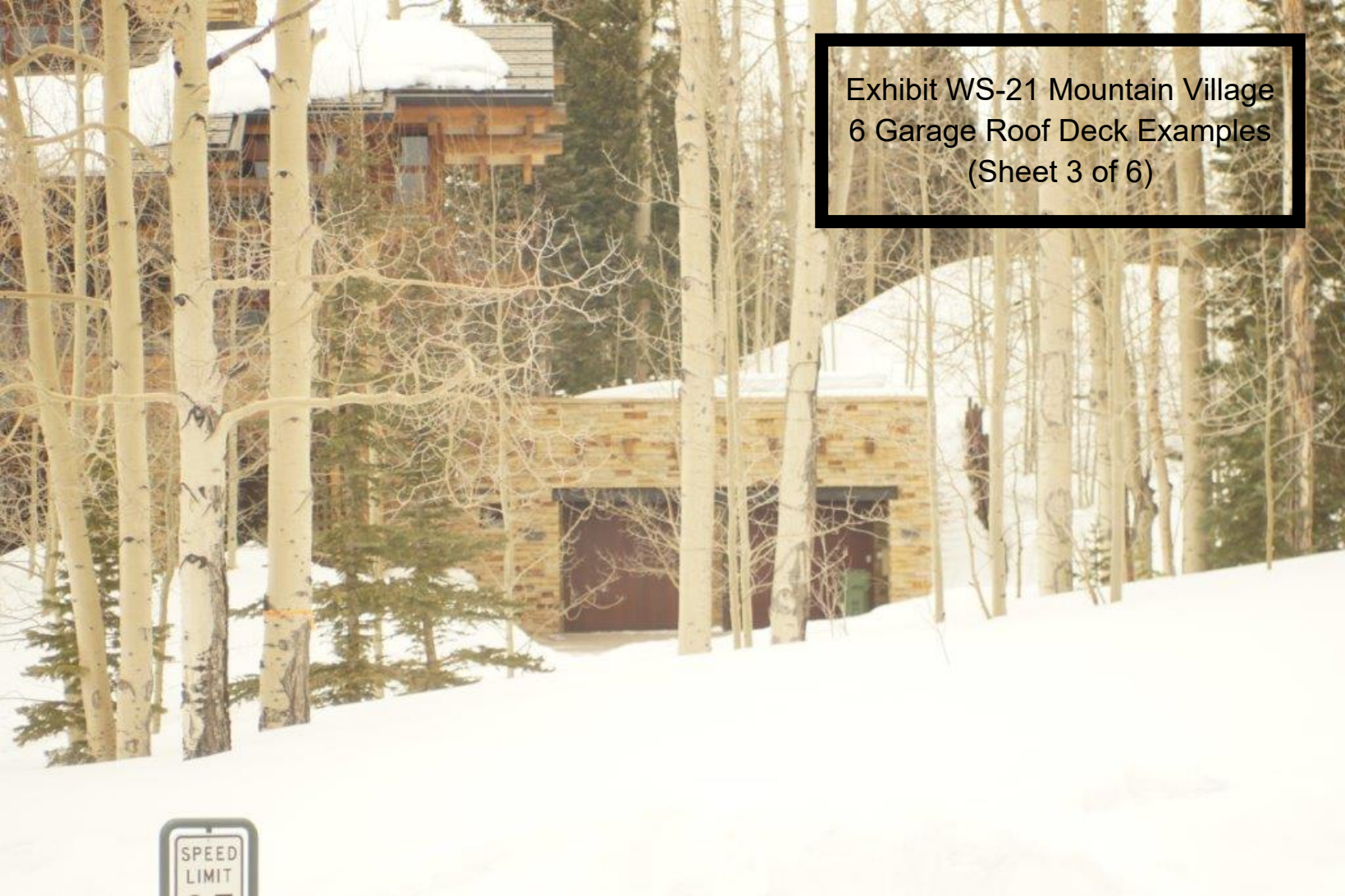




Exhibit WS-21 Mountain Village  
6 Garage Roof Deck Examples  
(Sheet 3 of 6)








Exhibit WS-21 Mountain Village  
6 Garage Roof Deck Examples  
(Sheet 4 of 6)



Exhibit WS-21 Mountain Village  
6 Garage Roof Deck Examples  
(Sheet 5 of 6)



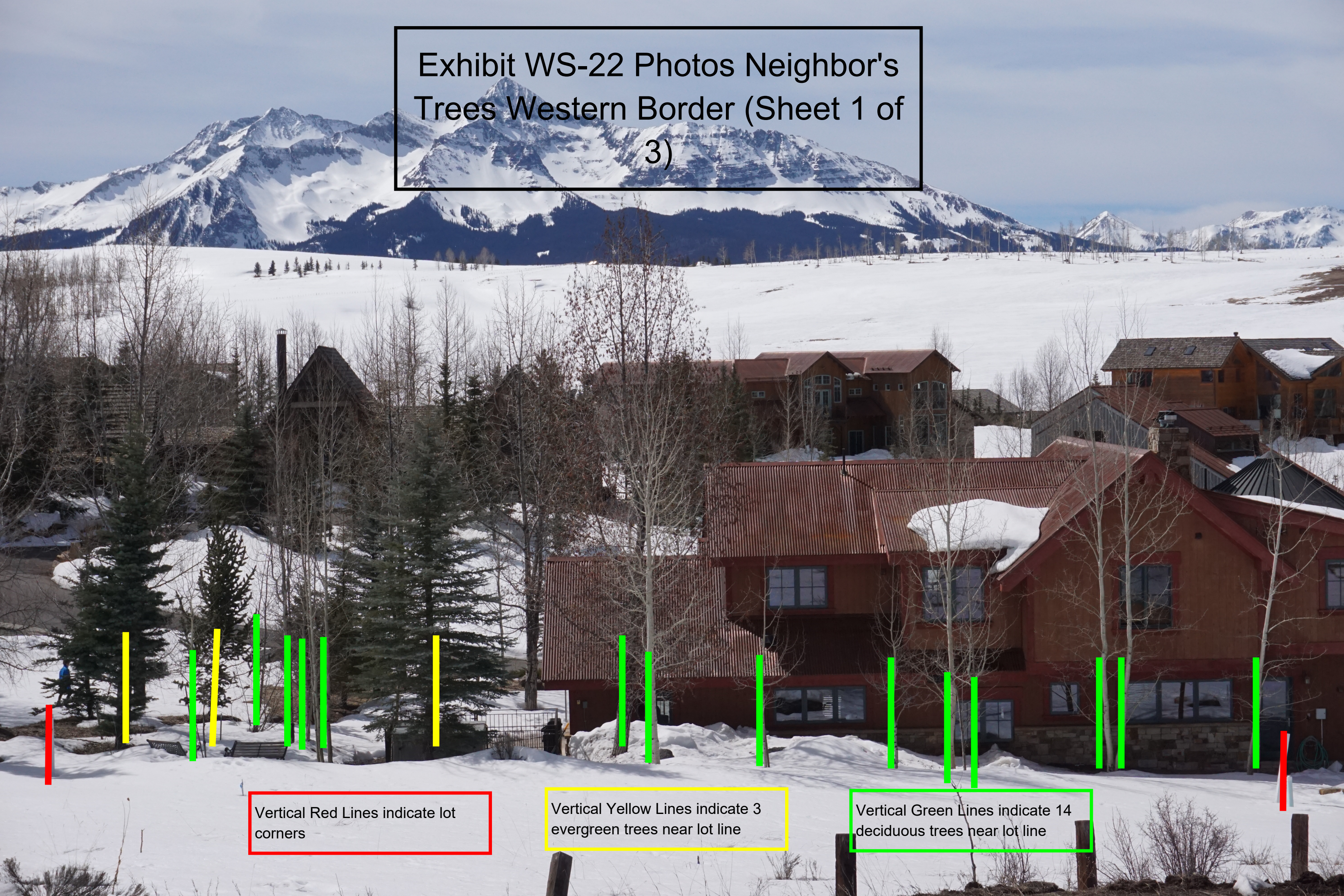


Exhibit WS-21 Mountain Village  
6 Garage Roof Deck Examples  
(Sheet 6 of 6)





Exhibit WS-22 Photos Neighbor's  
Trees Western Border (Sheet 1 of  
3)



Vertical Red Lines indicate lot corners

Vertical Yellow Lines indicate 3 evergreen trees near lot line

Vertical Green Lines indicate 14 deciduous trees near lot line



Exhibit WS-22 Photos Neighbor's  
Trees Western Border (Sheet 2 of  
3)



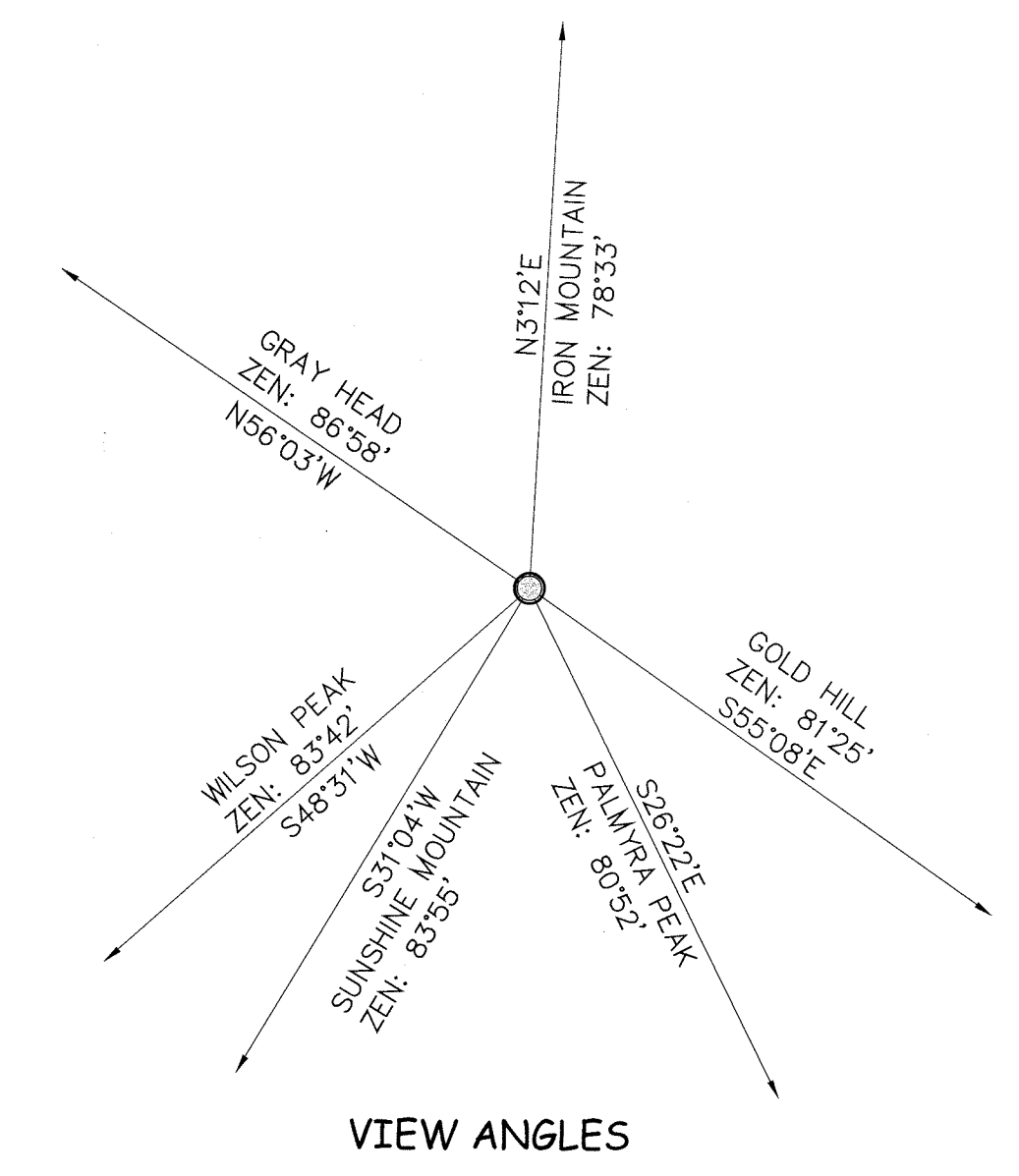
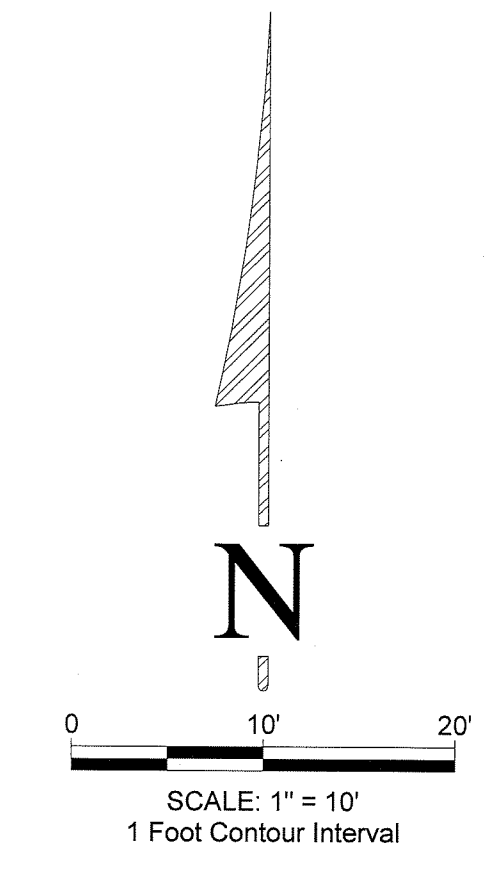
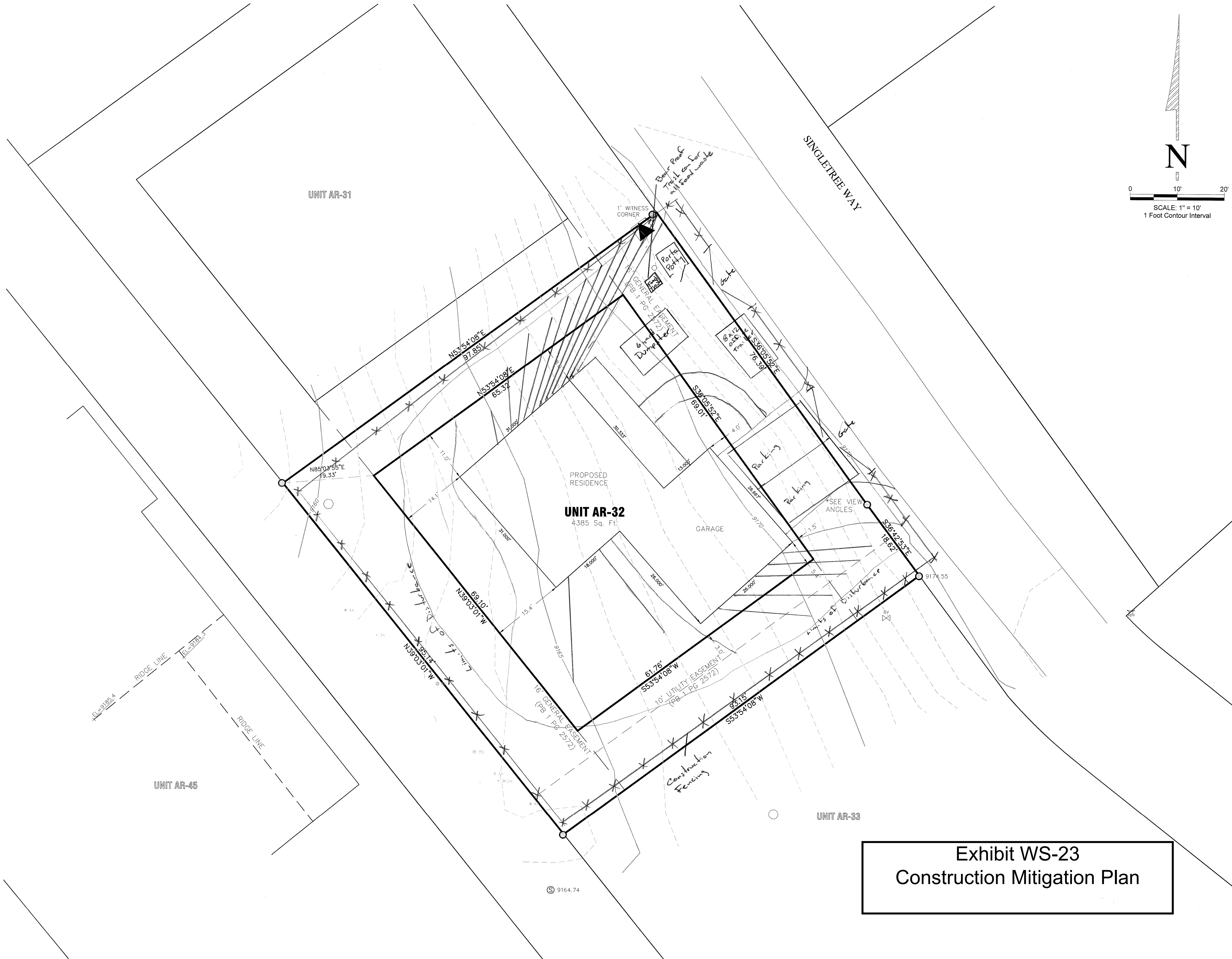


Exhibit WS-22 Photos Neighbor's  
Trees Western Border (Sheet 3 of  
3)

Vertical Red Line indicates lot  
corner







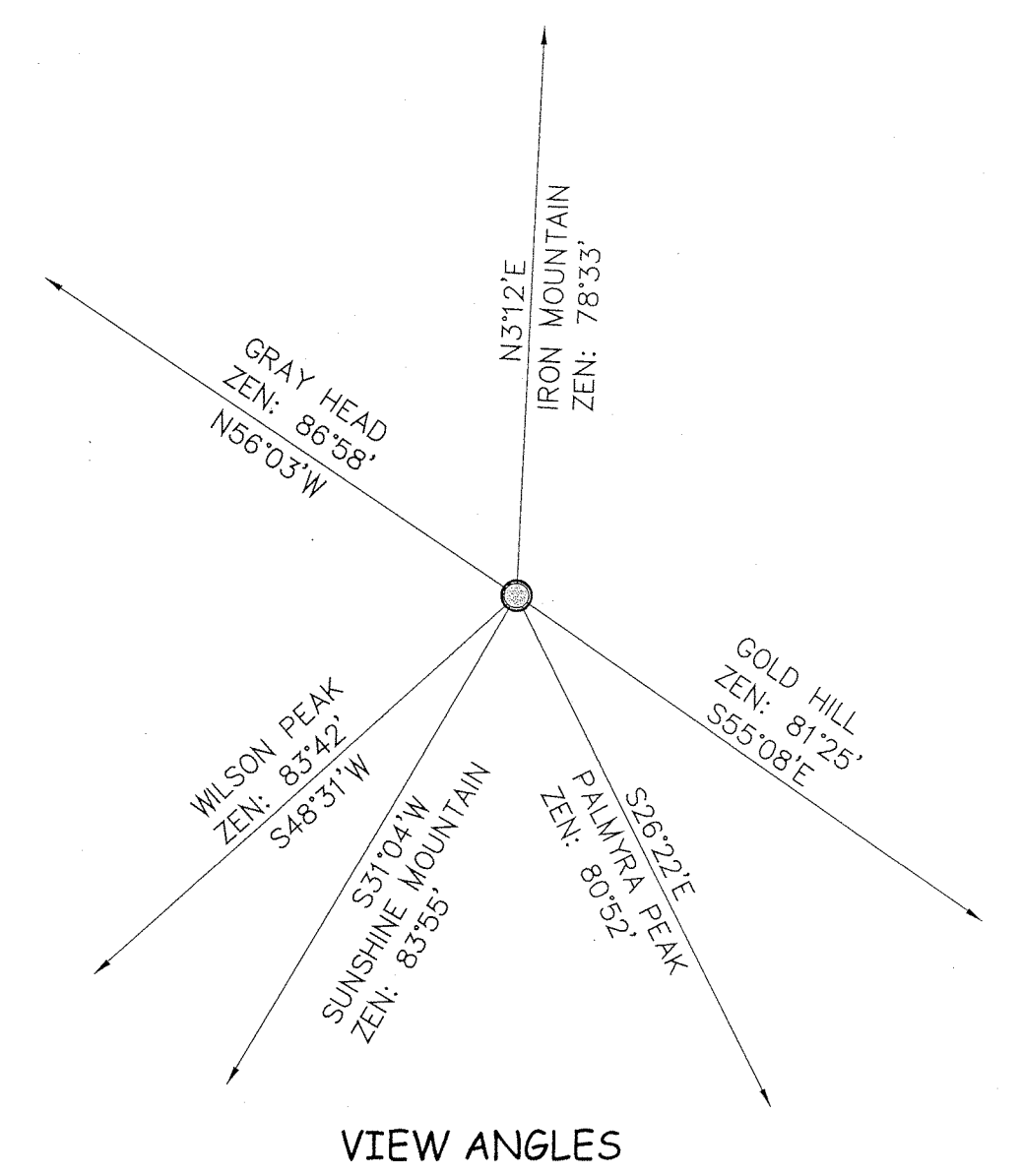
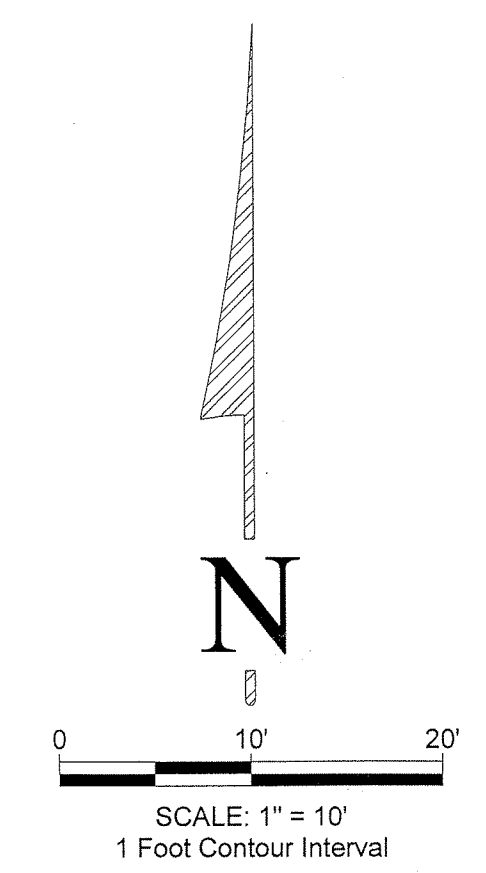
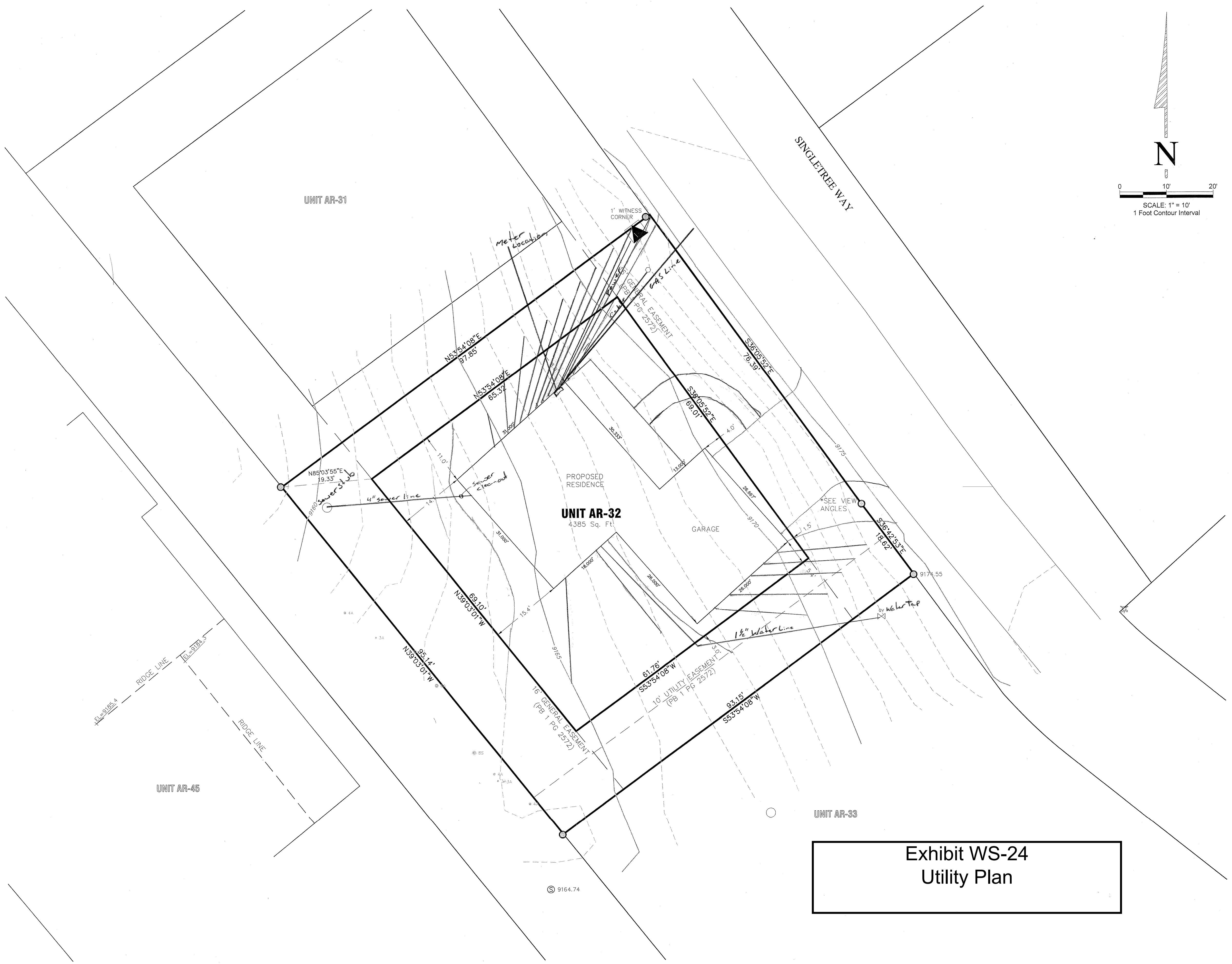
- LEGEND**
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 24954
  - CABLE PEDESTAL
  - ▲ ELECTRIC TRANSFORMER
  - ⊗ FIRE HYDRANT
  - ⊗ GAS CONNECTION
  - ⊗ SEWER MAN HOLE
  - PVC
  - ⊗#5 SPRUCE TREE, # INDICATES DIAMETER
  - ⊗#4 ASPEN TREE, # INDICATES DIAMETER

Bradford res. Lot AR-32

Construction Mitigation Plan

Scale 1/2" = 1'

**Exhibit WS-23**  
**Construction Mitigation Plan**



- LEGEND**
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 24954
  - CABLE PEDESTAL
  - ▲ ELECTRIC TRANSFORMER
  - ⊕ FIRE HYDRANT
  - ⊗ GAS CONNECTION
  - ⊙ SEWER MAN HOLE
  - PVC
  - #15 SPRUCE TREE, # INDICATES DIAMETER
  - #25 ASPEN TREE, # INDICATES DIAMETER

Exhibit WS-24  
Utility Plan

Lot AR-32 Bradford Res  
Utility Plan



# Exhibit WS-25 Title Insurance Policy

## Land Title Guarantee Company

Date: **June 01, 2015**



**MICHAEL GARRETT BRAFFORD AND EMILY B. HORN  
PO BOX 1327  
TELLURIDE, CO 81435  
gbrafford1@gmail.com**

Subject: Attached Title Policy **OX86004775.971253**  
for **(VACANT) SINGLETREE DRIVE, MOUNTAIN VILLAGE, CO 81435**

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 the Final Policy Department at Phone: 970-728-8673 or Email Address: [finals@ltgc.com](mailto:finals@ltgc.com)

As a Colorado-owned and operated title company for over 45 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.

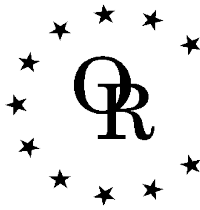
Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company

# Exhibit WS-25 Title Insurance Policy

## 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

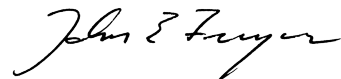
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, 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 protectionif 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.

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

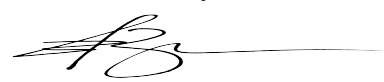
Issued through the Office of:  
LAND TITLE GUARANTEE COMPANY  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-850-4165

  
John E. Freyer, President





Mark Bilbrey, President



Rande Yeager, Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION



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# Exhibit WS-25 Title Insurance Policy

## 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

# Exhibit WS-25 Title Insurance Policy

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.



# Exhibit WS-25 Title Insurance Policy

## **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.

# Exhibit WS-25 Title Insurance Policy

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

## Schedule A

**Order Number:** TLR 86004775

**Policy Number:** OX86004775.971253

**Amount:** \$186,350.00

**Property Address:**

(VACANT) SINGLETREE DRIVE, MOUNTAIN VILLAGE, CO 81435

**1. Policy Date:**

May 28, 2015 at 5:00 P.M.

**2. Name of Insured:**

MICHAEL GARRETT BRAFFORD AND EMILY B. HORN

**3. The estate or interest in the Land described or referred to 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:**

MICHAEL GARRETT BRAFFORD AND EMILY B. HORN

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

UNIT AR-32, THE VILLAGE AT ADAMS RANCH, A COMMON INTEREST COMMUNITY, ACCORDING TO THE PLAT RECORDED JUNE 1, 1999 IN PLAT BOOK 1 AT PAGE [2572](#), AND THE FIRST AMENDMENT THERETO RECORDED MAY 22, 2000 IN PLAT BOOK 1 AT PAGE [2715](#), AND AS DEFINED AND DESCRIBED IN THE DECLARATION RECORDED JUNE 1, 1999 UNDER RECEPTION NO. [326890](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**This Policy Valid only if Schedule B is attached.**

# Exhibit WS-25 Title Insurance Policy

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

(Schedule B)

Policy Number OX86004775.971253

Order Number 86004775

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.
- 6) 2015 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
- 7) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS:
  - #1 - TELLURIDE MOUNTAIN VILLAGE, FILING 1 RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE [476](#), AND TECHNICAL AMENDMENT CONCERNING DENSITY RECORDED FEBRUARY 12, 1990 IN BOOK 462 AT PAGE [759](#),
  - #2 - PLAT OF THE TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 6, 1995 IN PLAT BOOK 1 AT PAGE [1918](#) AND OFFICIAL LAND USE AND DENSITY ALLOCATION FOR ALL LAND WITHIN THE TOWN OF MOUNTAIN VILLAGE, COLORADO RECORDED OCTOBER 6, 1995 IN BOOK 551 AT PAGE [485](#) AND AS AMENDED IN INSTRUMENT RECORDED JUNE 25, 2009 UNDER RECEPTION NO. [407544](#),
  - #3 - TOWN OF MOUNTAIN VILLAGE RECORDED JULY 24, 1996 IN PLAT BOOK 2 AT PAGE [2073](#), AND
  - #4 - THE TOWN OF MOUNTAIN VILLAGE OFFICIAL TOWN PLAT RECORDED SEPTEMBER 8, 1997 IN PLAT BOOK 1 AT PAGE [2281](#) AND THE TOWN OF MOUNTAIN VILLAGE OFFICIAL LOT LIST RECORDED SEPTEMBER 8, 1997 IN BOOK 586 AT PAGE [548](#).
- 8) RESTRICTIVE COVENANTS, FOR MOUNTAIN VILLAGE, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 9, 1984 IN BOOK 409 AT PAGE [714](#), AS AMENDED OR SUPPLEMENTED. AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 11, 2002 UNDER RECEPTION NO. [353668](#). FIRST AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 09, 2009 UNDER RECEPTION NO. [410160](#). SECOND AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED MARCH 19, 2012 UNDER RECEPTION NO. [422188](#).

NOTE: UNDER THE GENERAL NOTES ON THE PLAT OF TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE [476](#) THE TELLURIDE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL RESTRICTIVE COVENANTS ON ALL LOTS IN ADDITION TO THE ONES DESCRIBED HEREIN.

NOTICE REGARDING CONTACT INFORMATION AND REAL ESTATE TRANSFER ASSESSMENT RECORDED MAY 25, 2011 UNDER RECEPTION NO. [418209](#).

# Exhibit WS-25 Title Insurance Policy

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

(Schedule B)

Policy Number OX86004775.971253

Order Number 86004775

- 9) TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF WATER AND SEWER TAP FEE PAYMENT RECORDED APRIL 14, 1987 IN BOOK 435 AT PAGE [603](#), TAP FEE AGREEMENT RECORDED MAY 29, 1992 IN BOOK 492 AT PAGE [991](#), AND BY FIRST AMENDMENT TO TAP FEE AGREEMENT RECORDED DECEMBER 18, 1996 IN BOOK 573 AT PAGE [237](#), AND AS ASSIGNED BY TAP FEE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED APRIL 29, 1999, UNDER RECEPTION NO. [326037](#).
- 10) TERMS, CONDITIONS AND PROVISIONS OF FACILITIES, WATER RIGHTS AND EASEMENT AGREEMENT RECORDED APRIL 27, 1992 IN BOOK 491 AT PAGE [359](#) AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 13, 1992 IN BOOK 501 AT PAGES [433](#) AND [437](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE [8](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE [11](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE [668](#).
- 11) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING GENERAL EASEMENTS RECORDED MAY 21, 1996 IN BOOK 562 AT PAGE [97](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE [670](#).
- 12) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS:  
#1 - TELLURIDE MOUNTAIN VILLAGE FILING 6 RECORDED JUNE 20, 1985 IN PLAT BOOK 1 AT PAGE [565](#);  
#2 - REPLAT OF FILING 14, TELLURIDE MOUNTAIN VILLAGE RECORDED APRIL 5, 1990 IN PLAT BOOK 1 AT PAGE [1030](#);  
#3 - FILING 35, TELLURIDE MOUNTAIN VILLAGE RECORDED OCTOBER 7, 1994 IN PLAT BOOK 1 AT PAGE [1757](#);  
#4 - ADAMS RANCH RECORDED JUNE 1, 1999 IN PLAT BOOK 1 AT PAGE [2570](#);  
#5 - THE VILLAGE AT ADAMS RANCH RECORDED JUNE 1, 1999 IN PLAT BOOK 1 AT PAGE [2572](#);  
#6 - AMENDMENT FOR THE ADAMS RANCH COMMUNITY RECORDED JUNE 1, 1999 IN PLAT BOOK 1 AT PAGE [2573](#);  
#7 - FIRST AMENDMENT TO VILLAGE AT ADAMS RANCH RECORDED MAY 22, 2000 IN PLAT BOOK 1 AT PAGE [2715](#); AND  
#8 - THIRD AMENDMENT TO VILLAGE AT ADAMS RANCH RECORDED OCTOBER 27, 2005 IN PLAT BOOK 1 AT PAGE [3561](#).
- 13) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1994-60 APPROVING FINAL PLAT OF FILING 35, TELLURIDE MOUNTAIN VILLAGE RECORDED OCTOBER 07, 1994 IN BOOK 536 AT PAGE [215](#).
- 14) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WARRANTY DEEDS RECORDED FEBRUARY 21, 1995 IN BOOK 541 AT PAGES [972](#) AND [976](#).
- 15) RESERVATION BY THE TELLURIDE COMPANY OF ALL OF THE RIGHTS TO MINERAL AND OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, WITHOUT ANY RIGHT OF SURFACE ENTRY FOR EXPLORATION, DEVELOPMENT OR EXTRACTION. THE TELLURIDE COMPANY COVENANTS THAT IT WILL NOT MINE, EXTRACT, EXPLORE FOR OR DEVELOP ANY OF THE MINERALS, OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, ALL AS CONTAINED IN INSTRUMENT RECORDED APRIL 29, 1998 UNDER RECEPTION NO. [318457](#).
- 16) TERMS, CONDITIONS AND PROVISIONS OF NOTICE FILED BY SAN MIGUEL POWER ASSOCIATION, INC. RECORDED MARCH 18, 1999 UNDER RECEPTION NO. [325020](#).
- 17) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1999-0525-09 RECORDED JUNE 01, 1999 UNDER RECEPTION NO. [326885](#).
- 18) RESTRICTIVE COVENANTS FOR VILLAGE AT ADAMS RANCH, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE,



# Exhibit WS-25 Title Insurance Policy

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

(Schedule B)

Policy Number OX86004775.971253

Order Number 86004775

COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JUNE 01, 1999, UNDER RECEPTION NO. [326890](#), AND AS AMENDED IN INSTRUMENT RECORDED JUNE 09, 2000, UNDER RECEPTION NO. [334770](#), AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 13, 2001, UNDER RECEPTION NO. [343817](#), AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 27, 2005 UNDER RECEPTION NO. [379100](#).

19) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #2000-0314-05 OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE RECORDED MAY 22, 2000 UNDER RECEPTION NO. [334324](#).

20) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TOWN OF MOUNTAIN VILLAGE RESOLUTIONS #2002-07 AND #2002-1210-31 AMENDING AND RESTATING THE TOWN OF MOUNTAIN VILLAGE DESIGN REGULATIONS RECORDED DECEMBER 18, 2002 UNDER RECEPTION NOS. [353852](#) AND [353853](#).

21) MATTERS DISCLOSED ON IMPROVEMENT SURVEY PLAT ISSUED BY FOLEY ASSOCIATES, INC. CERTIFIED MARCH 02, 2015, JOB NO. [00177](#).

22) DEED OF TRUST DATED MAY 26, 2015, FROM MICHAEL GARRETT BRAFFORD AND EMILY B. HORN TO THE PUBLIC TRUSTEE OF SAN MIGUEL COUNTY FOR THE USE OF CARLOTTA A. HORN REVOCABLE LIVING TRUST TO SECURE THE SUM OF \$108,679.83 RECORDED MAY 28, 2015, UNDER RECEPTION NO. [437726](#).

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

# Exhibit WS-26



## CONCEPTUAL WORKSESSION SUBMITTAL FORM

Planning & Development Service  
Department  
Planning Division  
455 Mountain Village Blvd.  
Mountain Village, CO 81435

The Planning & Development Service Department is here to assist you with your conceptual worksession request pursuant to the Community Development Code (CDC).

This publication outlines the Conceptual Worksession process of the CDC and also provides the submittal requirements for such development applications.

### Contents of the Publication

This publication is intended to address the submittal requirements for a worksession consistent with the Conceptual Worksession Process, which is a required process for certain development applications, such as a rezoning or PUD applications. However, it is each developer's responsibility to review the CDC and any associated regulations to ensure a full understanding of the conceptual worksession process.

### Development Review Process

Conceptual worksession submittals shall follow the process and procedures set forth in Chapter 17.4 of the CDC. The worksession process generally consists of the following steps:

- Step 1: Pre-submittal Meeting
- Step 2: Conceptual Worksession Submittal
- Step 3: Planning Division Completeness Check
- Step 4: Referral and Review
- Step 5: Planning Division Follow-up Communication
- Step 6: Plan Revisions
- Step 7: Schedule DRB and, if applicable, Town Council Public Meeting(s)
- Step 8: Publish Review Authority Agenda; and
- Step 9: Conduct Public Conceptual Worksession

### Conceptual Worksession Submittal Requirements:

The following forms, information and plans will need to be submitted in order to have a complete conceptual worksession submittal. Situations will occur when all of the listed submittal requirements will not be required and where items not listed as submittal requirements will be required in order for the Town to have sufficient information to fully evaluate the impacts of a proposed development. The Planning Division is therefore authorized to determine, based on the nature of a proposed development, whether to waive submittal requirements or require additional submittal requirements.

| Submitted (Office Use) | Item No | Submittal Requirements  |
|------------------------|---------|---|
|                        | 1.      | Worksession Submission Form. Completed; form (Attached).      |
|                        | 2.      | Fees. \$1,000 (Credit for any future development submittals). |

# Exhibit WS-26



## CONCEPTUAL WORKSESSION SUBMITTAL FORM

**Planning & Development Service  
Department  
Planning Division**  
 455 Mountain Village Blvd.  
 Mountain Village, CO 81435

| Submitted<br>(Office Use) | Item<br>No | Submittal Requirements   |
|---------------------------|------------|--|
|                           |            | The agent and property owner are responsible for paying all Town fees as set forth in the fee resolution, and are also required by the CDC to pay for Town legal fees, the cost of special studies, and other fees as set forth in the CDC. Such fees are considered a condition precedent to having a complete development process submission, and shall be paid prior to the Town issuing the final approval.  |
|                           | 3.         | <b>Proof of Ownership.</b> Copy of current deed or title report on the effected property.  |
|                           | 4.         | <b>Agency Letter.</b> If conceptual worksession request is not submitted by the owner of the property, a letter of agency, signed by the property owner giving permission to a firm or person to submit the requested land use application (Attached). A conceptual worksession for a PUD may be filed only by the owner(s) of fee title to all land to be included within such PUD or other person holding written consent thereto from the owner(s) of all land to be included in such PUD, or any combination thereof. No PUD may be approved without the written consent of the landowner(s) whose property is included in the PUD.  |
|                           | 5.         | <b>HOA Letter.</b> For proposed development on property that is owned in common by a homeowners association, the conceptual worksession submittal shall include: <ul style="list-style-type: none"> <li>A. A letter from the Homeowner's Association (HOA) board giving permission for the request (Attached), and, where a vote is required by the HOA governing documents, a copy of the proof of the vote and outcome of such vote.</li> <li>B. A copy of the HOA governing documents, including bylaws and declaration.</li> </ul>   |
|                           | 6.         | <b>Title Report.</b> Copy of current title report for the property listing all encumbrances.   |
|                           | 7.         | <b>Development Narrative.</b> A written narrative of the proposed development that outlines the request. The narrative should include a summary of how the proposed development meets the key requirements of the CDC, such as the applicable criteria for decision.   |
|                           | 8.         | <b>Existing Condition Plan.</b> A stamped, monumented land survey prepared by a Colorado registered land surveyor showing existing site and surrounding access (driveway or roadway route, utility route, etc.) conditions drawn at a scale of 1" = 10' to a maximum of 1" = 30' showing the following information: <ul style="list-style-type: none"> <li>A. <b>Lot Size.</b> Lot size needs to be shown.</li> <li>B. <b>Existing Lot Lines.</b> Existing platted lot lines need to be shown with distances, bearings and a basis of bearing. Existing property pins or monuments found and the relationship to the established corner also need to be shown.</li> <li>C. <b>Existing Topography.</b> Existing topography needs to be shown with two foot contour intervals, including spot elevations at the edge of asphalt along any roadway or driveway frontage for the intended accessway at 25 foot intervals.</li> <li>D. <b>Steep Slopes.</b> Any slopes that are 30% or greater shall be mapped with a shaded or hatched pattern.</li> <li>E. <b>Wetlands, Ponds, Streams or Drainages (if any).</b> Wetlands, ponds, streams and drainages need to be shown. Recent wetland delineation by qualified consultant</li> </ul> |

# Exhibit WS-26



## CONCEPTUAL WORKSESSION SUBMITTAL FORM

**Planning & Development Service  
Department  
Planning Division**  
 455 Mountain Village Blvd.  
 Mountain Village, CO 81435

| Submitted<br>(Office Use) | Item<br>No | Submittal Requirements  |
|---------------------------|------------|---|
|                           |            | must be surveyed and shown on proposed site plan for United States Army Corps of Engineers approval. If wetlands are located adjacent to the development site, such wetland area also needs to be shown.  |
|                           |            | <b>F. Easements.</b> Indicated all easements shown on the governing plats and recorded against the property.  |
|                           |            | <b>G. Utilities.</b> All underground and above ground utilities and pedestals or transformers need to be shown.   |
|                           |            | <b>H. Existing Improvements.</b> Any existing site improvements need to be shown, such as buildings (including driplines), drainage systems, trails (if part of official Town trail system as shown in the Comprehensive Plan), sidewalks, roadways, driveways, light poles and fences.   |
|                           |            | <b>I. Fire Mitigation/Forestry Management.</b> A tree survey of all trees with a diameter at breast height of four inches (4") or greater shall be shown to ensure compliance with the fire mitigation and forestry management requirements.  |
|                           | 9.         | <b>Proposed Development Plan.</b> The following information shall be submitted for the conceptual worksession:  |
|                           |            | <b>A. Conceptual Site Plan.</b> A conceptual site plan prepared by a qualified consultant (architect, engineer, planner, etc.) in accordance with the applicable regulations of the CDC (unless a variation is requested pursuant to the PUD Regulations) shall be submitted to show the proposed location of any roads, driveways, buildings, sidewalks, trails, parking areas, amenity areas, plaza areas, or other intended or required development. |
|                           |            | <b>B. Conceptual Grading Plan.</b> A conceptual grading plan prepared by a qualified consultant showing how the project can meet the CDC roadway and driveway standards, grading and drainage design requirements and pedestrian connections, as applicable, with proposed grading shown with a solid line and spot elevations as needed.   |
|                           |            | <b>C. Conceptual Building Elevations and Floorplans:</b> Conceptual architectural plans prepared by a qualified consultant designed in accordance with the applicable regulations of the CDC (unless a variation is requested pursuant to the PUD Regulations) including but not limited to building elevations and floorplans with a scale of 1/4" = 1' to 1/16" = 1' for larger scale projects.   |
|                           |            | <b>D. Conceptual Landscaping Plan.</b> A conceptual landscaping plan in accordance with the Landscaping Regulations shall be designed and prepared by a qualified consultant with experience in creating and planting landscape plans in montane and subalpine life zones.  |
|                           | 10         | <b>Practicable Alternatives Analysis:</b> For development proposing disturbance to wetlands, the general easement or slopes greater than 30%, the Town may require an applicant prepare a practicable alternatives analysis to demonstrate why it is not practicable to avoid such areas.   |



# Exhibit WS-26



## CONCEPTUAL WORKSESSION SUBMITTAL FORM

Planning & Development Service  
Department  
Planning Division  
455 Mountain Village Blvd.  
Mountain Village, CO 81435

| Submitted (Office Use) | Item No | Submittal Requirements  |
|------------------------|---------|---|
|                        | 11      | <b>Plan Set Sheet Requirements.</b> All plans sets as set forth in these submittal requirements shall be formatted to have a sheet size of 24" X 36", with cover sheet providing the contact information of all plan consultants, vicinity map, and sheet index; and all sheets showing date of original plan preparation and all revision dates, sheet labels and numbers, borders, title blocks, project name, lot number, address and legends.<br><b>A.</b> All plans submitted by a Colorado licensed architect, surveyor, geologist or interior designer shall be electronically stamped and signed without a locked signature to allow for commenting on the plan sets. |
|                        | 12      | <b>ePlan Submittal.</b> All conceptual worksession requests shall be submitted pursuant to the ePlans submittal as outlined in the following publication:<br><a href="https://townofmountainvillage.com/media/ePlans-Electronic-Submittal-and-Review.pdf">https://townofmountainvillage.com/media/ePlans-Electronic-Submittal-and-Review.pdf</a>  |

Questions and/or comments on ePlans Process can be directed to [cd@mtnvillage.org](mailto:cd@mtnvillage.org) or call 970-728-1392.

# Exhibit WS-26



## CONCEPTUAL WORKSESSION SUBMITTAL FORM

**Planning & Development Service  
Department  
Planning Division**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435

| WORKSESSION SUBMISSION PROCESS   |  |   |
|--|--|---|
| <b>APPLICANT INFORMATION</b>   |  |   |
| Name:<br>Emily and Garrett Brafford  | E-mail Address:<br>gbrafford1@gmail.com    jhorn@rmi.net |   |
| Mailing Address:<br>P.O. Box 1327  | Phone:<br>919-800-8223-Garrett    970-708-1233-John Horn |   |
| City:<br>Telluride   | State:<br>CO   | Zip Code:<br>81435  |
| <b>Mountain Village Business License Number:</b><br>NA   |  |   |
| <b>PROPERTY INFORMATION</b>  |  |   |
| Physical Address:<br>123 Singletree  | Acreage:<br>0.60   |   |
| Zone District:<br>Single Family  | Zoning Designations:<br>Single Family                    | Density Assigned to the Lot or Site:<br>1 Single Family - 4 Density Units |
| Legal Description:<br>UNIT AR-32, THE VILLAGE AT ADAMS RANCH, A COMMON INTEREST COMMUNITY  |  |   |
| <b>Existing Land Uses:</b><br>Vacant   |  |   |
| <b>Proposed Land Uses:</b><br>Single family home   |  |   |
| <b>OWNER INFORMATION</b>   |  |   |
| Property Owner:<br>Emily and Garrett Brafford  | E-mail Address:<br>gbrafford1@gmail.com                  |   |
| Mailing Address:<br>P.O. Box 1327  | Phone:<br>919-800-8223-Garrett                           |   |
| City:  | State:   | Zip Code:   |
| <b>DESCRIPTION OF REQUEST</b>  |  |   |
| <p>We have gone beyond providing only the information required for a conceptual work session and, instead, have attempted to provide all the information required for a final Design Review project approval with the hope we can get clear guidance for our upcoming submittal for a final Design Review project approval at your June 2, 2016 meeting. It is our goal to start construction on our home in June or July, 2016.</p> |  |   |



# WS-26 Conceptual Worksession Submittal Form

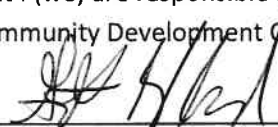


## DESIGN REVIEW PROCESS APPLICATION

Community Development Department  
 Planning Division  
 455 Mountain Village Blvd.  
 Mountain Village, CO 81435  
 (970) 728-1392

**OWNER/APPLICANT  
 ACKNOWLEDGEMENT  
 OF RESPONSIBILITIES**

I, Garrett Brafford, the owner of Lot AR-32 (the "Property") hereby certify that the statements made by myself and my agents on this application are true and correct. I acknowledge that any misrepresentation of any information on the application submittal may be grounds for denial of the development application or the imposition of penalties and/or fines pursuant to the Community Development Code. We have familiarized ourselves with the rules, regulations and procedures with respect to preparing and filing the development application. We agree to allow access to the proposed development site at all times by member of Town staff, DRB members and the Town Council. We agree that if this request is approved, it is issued on the representations made in the development application submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. By signing this acknowledgement, I understand and agree that I am responsible for the completion of all required on-site and off-site improvements as shown and approved on the final plan(s) (including but not limited to: landscaping, paving, lighting, etc.). We further understand that I (we) are responsible for paying Town legal fees and other fees as set forth in the Community Development Code.

  
 \_\_\_\_\_  
 Signature of Owner March 15, 2016  
 Date

  
 \_\_\_\_\_  
 Signature of Applicant/Agent March 15, 2016  
 Date

| OFFICE USE ONLY   |          |
|-------------------|----------|
| Fee Paid:         | By:      |
| <b>\$1,000.00</b> | Planner: |

# WS-26 Conceptual Worksession Submittal Form



## DESIGN REVIEW PROCESS APPLICATION

Community Development Department  
Planning Division  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 728-1392

### OWNER AGENT AUTHORIZATION FORM

I have reviewed the application and hereby authorize John J. Horn of  
Mountain Village, CO to be and to act as my designated representative and represent the development  
application through all aspects of the development review process with the Town of Mountain Village.

A handwritten signature in black ink, appearing to read "Garrett Brattford", written over a horizontal line.

(Signature)

March 15, 2016

(Date)

Garrett Brattford

(Printed name)



# Exhibit WS-26



## CONCEPTUAL WORKSESSION SUBMITTAL FORM

Planning & Development Service  
Department  
Planning Division  
455 Mountain Village Blvd.  
Mountain Village, CO 81435

### HOA APPROVAL LETTER

I, (*print name*) \_\_\_\_\_, the HOA president of property located at

Not applicable, project does not involve any property that is owned in common by a homeowners association \_\_\_\_\_, provide this letter as

written approval of the plans dated \_\_\_\_\_ which have been submitted to the

Town of Mountain Village Planning & Development Service Department for the proposed improvements to be

completed at the address noted above. I understand that the proposed improvements include (*indicate below*):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

# WS-27 Navigation Guide



## DESIGN REVIEW PROCESS APPLICATION

Community Development Department  
**Planning Division**  
 455 Mountain Village Blvd. Ste. A  
 Mountain Village, CO 81435  
 (970) 728-1392

### Development Application Submittal Requirements:

The following forms, information and plans will need to be submitted in order to have a complete development application. Situations will occur when all of the listed submittal requirements will not be required and where items not listed as submittal requirements will be required in order for the Town to have sufficient information to fully evaluate the impacts of a development application. The Planning Division is therefore authorized to determine, based on the nature of a development application, whether to waive submittal requirements or require additional submittal requirements.

| Submitted (Office Use) | Item No | Submittal Requirements  |
|------------------------|---------|---|
| WS-26                  | 1.      | <b>Application Form.</b> Completed application form (Attached).   |
|                        | 2.      | <p><b>Fees.</b></p> <p>A. Class 1: \$250 for 2 hours; hourly rate thereafter<br/>                     B. Class 2: \$500 for 4 hours; hourly rate thereafter<br/>                     C. Class 3: \$3,500 plus per unit fee</p> <p>The applicant and property owner are responsible for paying all Town fees as set forth in the fee resolution, and are also required by the CDC to pay for Town Legal fees, the cost of special studies, and other fees as set forth in the CDC. Such fees are considered a condition precedent to having a complete development application, and shall be paid prior to the Town issuing the final approval</p> |
| WS-25                  | 3.      | <b>Proof of Ownership.</b> Copy of current deed or title report on the effected property.   |
| WS-26                  | 4.      | <b>Agency Letter.</b> If application is not submitted by the owner of the property, a letter of agency, signed by the property owner giving permission to a firm or person to submit the requested land use application (Attached).   |
| NA for Work Session    | 5.      | <p><b>HOA Letter.</b> For development on property that is owned in common by a homeowners association, the development application shall include:</p> <p>A. A letter from the Homeowner's Association (HOA) board giving permission for the application (Attached), and where a vote is required by the HOA governing documents, a copy of the proof of the vote and outcome of such vote.<br/>                     B. A copy of the HOA governing documents, including bylaws and declaration.</p>   |
| WS-25                  | 6.      | <b>Title Report.</b> Copy of current title report for the property listing all encumbrances.  |
| WS-1                   | 7.      | <b>Development Narrative.</b> A written narrative of the development application that outlines the request. The narrative should include a summary of how the application meets the key requirements of the CDC, such as the applicable criteria for decision   |
| WS-2                   | 8.      | <p><b>Existing Condition Plan.</b> A stamped, monumented land survey prepared by a Colorado registered land surveyor showing existing site and surrounding access (driveway or roadway route, utility route, etc.) conditions drawn at a scale of 1" = 10' to a maximum of 1" = 30' showing the following information:</p>  |
| WS-2                   |         | A. <b>Lot Size.</b> Lot size needs to be shown.   |
| WS-2                   |         | B. <b>Existing Lot Lines.</b> Existing platted lot lines need to be shown with distances, bearings and a basis of bearing. Existing property pins or monuments found and the relationship to the established corner also need to be shown.  |
| WS-2                   |         | C. <b>Existing Topography.</b> Existing topography needs to be shown with two foot contour  |



# WS-27 Navigation Guide



## DESIGN REVIEW PROCESS APPLICATION

Community Development Department  
**Planning Division**  
 455 Mountain Village Blvd. Ste. A  
 Mountain Village, CO 81435  
 (970) 728-1392

| Submitted (Office Use) | Item No | Submittal Requirements  |
|------------------------|---------|---|
| WS-2                   |         | intervals, including spot elevations at the edge of asphalt along any roadway or driveway frontage for the intended access-way at 25 foot intervals.  |
| NA                     |         | <b>D. Steep Slopes.</b> Any slopes that are 30% or greater shall be mapped with a shaded or hatch pattern.  |
| NA                     |         | <b>E. Wetlands, Ponds, Streams or Drainages (if any).</b> Wetland, ponds, streams and drainages need to be shown. Recent wetland delineation by qualified consultant must be surveyed and shown on proposed site plan for United States Army Corps of Engineers approval. If wetland are located adjacent to the development site, such wetland area also needs to be shown (17.6.1 B)  |
| WS-2                   |         | <b>F. Easements.</b> Indicate all easements shown on the governing plats and recorded against the property.   |
| WS-2                   |         | <b>G. Utilities.</b> All underground and above ground utilities and pedestals or transformers need to be shown.   |
| WS-2                   |         | <b>H. Existing Improvements.</b> Any existing site improvements need to be shown, such as buildings (including drip lines), drainage systems, trails (if part of official Town trails system as shown in the Comprehensive Plan), sidewalks, roadways, driveways, lite poles and fences.  |
| WS-2                   |         | <b>I. Fire Mitigation/Forestry Management.</b> A Tree survey of all trees with a diameter at breast height of four inches (4") or greater shall be shown to ensure compliance with the fire mitigation and forestry management requirements ( 17.6.1 A)   |
|                        | 9.      | <b>Proposed Development Plan.</b> The following information needs to be submitted:  |
| WS-3                   |         | <b>A. Site Plan.</b> A site plan showing all proposed development improvements with an engineered scale of 1"=10' to a maximum of 1" =30' showing: <ol style="list-style-type: none"> <li>i. Existing topography, existing utility pedestals and transformers, proposed grading, wetlands, trees with a bdh of 4" or greater, ponds, streams, drainages, setbacks and easements.</li> <li>ii. Proposed buildings, with roof drip lines clearly shown.</li> <li>iii. Composite utility plan including but not limited to proposed gas and electric meter locations and any new transformer locations.</li> <li>iv. Proposed parking areas and spaces, required signage (adaptable parking spaces, loading/unloading area, no parking etc.), address monuments, sidewalks, lighting, trash/recycling enclosures, amenity area, patios, decks and other <i>proposed improvements clearly shown.</i></li> <li>v. Proposed landscaping.</li> <li>vi. Project summary that lists project data, including but not limited to lot size, zoning designations on the lot or site, building height, average building height, required parking and maximum lot coverage.</li> </ol> |
| WS-3                   |         | <b>B. Grading Plan.</b> An access and grading plan prepared by a Colorado registered professional engineer showing how the project can meet the CDC roadway and driveway standards (17.6.6), grading and drainage design requirements (17.5.5 and 17.5.7) and pedestrian connections, as applicable, with existing grading in a dashed line, propose degrading shown with a solid line and spot elevations as needed.   |
| WS-4                   |         | <b>C. Building Elevations and floor Plans.</b> . Architectural plans prepared by a Colorado   |

# WS-27 Navigation Guide



## DESIGN REVIEW PROCESS APPLICATION

Community Development Department  
**Planning Division**  
 455 Mountain Village Blvd. Ste. A  
 Mountain Village, CO 81435  
 (970) 728-1392

| Submitted<br>(Office Use)   | Item<br>No | Submittal Requirements   |
|---|------------|--|
| WS-4<br><br>vi. Window and door schedule will be provided with approval application |            | licensed architect designed in accordance with the applicable regulations of the CDEC ( Design Regulations, Zoning Regulation, etc.) including but not limited to building <b>elevations</b> and floor plans with a scale of 1/4" = 1' to 1/16"= 1' for larger scale projects. <ul style="list-style-type: none"> <li>i. Floor plans labeled, dimensions and drawn in sufficient detail</li> <li>ii. All elevations of proposed buildings with all exterior wall materials clearly labeled and calculated in a table format to comply with section 17.5.6E and</li> <li>iii. Maximum building height and maximum average height with plan submittal requirements pursuant to CDC section 17.3.11, including but not limited to a table calculating the maximum average building height.</li> <li>iv. Roof plan that meets the roof form Design Regulations in section 17.5.6.C, including but not limited to roof design, snow and ice shed prevention devices, pitch, eaves and fascia, drainage and material..</li> <li>v. Roof plan overlaid on a topographic survey with all ridgeline heights labeled in USGS elevation</li> <li>vi. Window and door schedule to comply with CDC section 17.5.6.G-H<br/>Details of recess of windows and doors within stucco or stone walls.</li> <li>vii. Address monument design and lighting to comply with CDC section 17.5.13.E(4) and 17.5.13.F.</li> </ul> |
| Massing model will be provided with approval application                            |            | <b>D. Computer Massing Model.</b> A computer massing model with interactive viewing capability (360 degree rotation, fly by, etc.) showing the proposed buildings, including roof forms, illustrating building mass and proportion, site contours of 2' intervals, and surrounding development to scale so the building design can be evaluated pursuant to the Design Regulations.  |
| WS-9  |            | <b>E. Landscape Plan.</b> A Landscape plan in accordance with the Landscaping Regulations (17.5.9) shall be designed and prepared by an American Society of Landscape Architecture certified designer or a landscape professional with experience in creating and <b>planting</b> landscape plans in montane and subalpine life zones.   |
| WS-10 thru 17   |            | <b>F. Outdoor Lighting Plan.</b> A conceptual outdoor lighting plan in accordance with the Lighting Regulations (17.5.12) including but not limited to the need to provide full cut-off light fixtures.  |
| WS-23   |            | <b>G. Construction Mitigation Plan.</b> Maps or plans and written narrative describing layout of the construction site to show: <ul style="list-style-type: none"> <li>i. Limits of construction disturbance, including limits of excavation;</li> <li>ii. Location of cranes and crane radius ( if applicable);</li> <li>iii. Limits of tree removal;</li> <li>iv. Identification of trees to remain within the limits of disturbance;</li> <li>v. Location of construction fencing and details of methods to protect the trees to be preserved on a site and any other vegetation;</li> <li>vi. Location of building materials storage areas, cut and slash storage and route of removal;</li> </ul>   |
| WS-23   |            | <b>vii. Construction parking(location and amount);</b>   |



# WS-27 Navigation Guide



## DESIGN REVIEW PROCESS APPLICATION

Community Development Department  
**Planning Division**  
 455 Mountain Village Blvd. Ste. A  
 Mountain Village, CO 81435  
 (970) 728-1392

| Submitted (Office Use)   | Item No | Submittal Requirements  |
|--|---------|---|
| WS-23  |         | <ul style="list-style-type: none"> <li>viii. Location of port-a-toilet;</li> <li>ix. Location and size of construction trailer;</li> <li>x. Location and methods of erosion control and methods to protect ponds, streams and wetland is applicable;</li> <li>xi. Location and size of trash container of enclosure and route of removal; and</li> <li>xii. Location of bear proof container for all food waste.</li> </ul>   |
| WS-17 "Photo" Material Board; actual Material Board will be submitted with approval application. |         | <p><b>H. Material Board.</b> The applicant shall submit photos of proposed materials and a 2'x3' materials board with sampled of stone, siding material, colors, accent material and roofing at the time of the DRB Review for Class 3 applications. A 4'x4' stone mockup shall be constructed on site prior to commencement of stone work.</p>   |
| WS-24  | 10.     | <p><b>A. Engineered Infrastructure Plan.</b> The development shall include sufficient infrastructure designed by a Colorado registered professional engineer, including but not limited to vehicular and pedestrian access, mass transit connections, parking, traffic circulation, fire access, water, sewer and other utilities.</p> <ul style="list-style-type: none"> <li>i. <b>Utility Plan.</b> A composite utility plan showing the intended routes for providing water, sewer, electric, cable and telecommunications.</li> <li>ii. <b>Availability of Water, Sewage Disposal and Utilities.</b> The applicant shall consult with the director of the Public Works Department, San Miguel Power association and Source Gas prior to the submission of a development application to include statements from such agencies in the application on the availability of utilities to serve the intended development.</li> <li>iii. <b>Access Plan.</b> An access plan providing access to and from the site of the development shall be provided, including any needed infrastructure improvements as may be required by the Subdivision Regulations and the Road and Driveway Standards.</li> </ul> |
| NA   | 11.     | <p><b>Practicable Alternatives Analysis:</b> For development proposing disturbance to wetlands, the general easement or slopes greater than 30%, the Town may require an applicant prepare a practicable alternative to demonstrate why it is not practicable to avoid such areas.</p>  |
| NA   | 12.     | <p><b>Design Variation.</b> If a design variation is requested pursuant to the Design Variation Process in the CDC section 17.4.11.E(5), the application shall include a detailed narrative on how such variation meets the criteria in section 17.4.11.E(5)(e).</p>  |
| NA   | 13.     | <p><b>Public Improvements Cost Spreadsheet.</b> For multi-family, mixed use or commercial development, or as otherwise required by the CDC or a development agreement, the developer shall submit a spreadsheet breaking down the cost of the construction of any public facilities or improvements that are necessary for the development, with such spreadsheet providing the line item total cost, unit type (EG. Lineal feet, cubic yards, sq. Ft.)</p>   |
| Yes  | 14.     | <p><b>Plan Set Sheet Requirements.</b> All plan sets as set forth in these submittal requirements shall be formatted to have a sheet size of 24" x 36", with cover sheet providing the contact information of all plan consultants, vicinity map, and sheet index; and all sheets showing date of original plan preparation and all revision dates, sheet labels and numbers, borders, title blocks, project name, lot number, address legends.</p>   |

# WS-27 Navigation Guide



## DESIGN REVIEW PROCESS APPLICATION

Community Development Department  
**Planning Division**  
 455 Mountain Village Blvd. Ste. A  
 Mountain Village, CO 81435  
 (970) 728-1392

| Submitted (Office Use)  | Item No | Submittal Requirements  |
|---|---------|---|
|   |         | A. All plans submitted by a Colorado licensed architect, Surveyor, geologist or interior designer shall be electronically stamped and signed without a locked signature to allow for commenting on the plan sets.   |
| A Colorado licensed architect will stamp the approval application plans | 15.     | <b>Licensed Architect Required.</b> All development applications for a structure or building to be constructed, altered or modified within the town are required to be stamped by a Colorado licensed architect. If allowed by the CRS 12-25-301 et seq, the Director of Community Development may exempt a remodeling development application for this requirement, if he/she determines that such remodeling is minor in nature and without any modification to a building's mass, or for a remodeling that is simply proposing the replacement of exterior materials and associated minor alterations. |
| Yes   | 16.     | <b>ePlan Submittal.</b> All development applications shall be submitted pursuant to the ePlans submittal process as outlined in the following publication:<br><a href="http://www.townofmountainvillage.com/eplans">http://www.townofmountainvillage.com/eplans</a>   |

Questions and/or comments on ePlans Process can be directed to [cd@mtnvillage.org](mailto:cd@mtnvillage.org) or call 970-728-1392.



Exhibit WS-28

To: Glen Van Nimwegen, Planning & Development Services Director  
Colleen Henderson, Planning & Development Services Planner  
Design Review Board  
Town of Mountain Village

From: John Horn  
Agent for Emily and Garrett Brafford

Date: March 20, 2016

Re: Lot AR-32, Town of Mountain Village  
-Summary of Basic Development Requirements

The purpose of this memorandum is to provide a summary of the basic development requirements of the Town's Community Development Code.

**BACKGROUND**

In accordance with 17.4.3 of the Community Development Code (CDC), the Braffords have applied for a Class 3 Design Review for the development of a single family residence. The proposed dwelling unit is located off Singletree Way. The proposed dwelling unit consists of three (3) bedrooms and an attached two (2) car garage. The lot area is 0.60 acres. Terrain across the site slopes gently down from the east to the west.

Basic Development Requirements

|                                       | Allowed Maximum            | Proposed                                    |
|---------------------------------------|----------------------------|---|
| Number of Dwelling Units              | 1                          | 1   |
| Building Height (Max.)                | 35'+5'                     | 35'+5'                                      |
| Building Height (Max. Average)        | 30'                        | 25.3'                                       |
| Gross Floor Area                      | 3,559                      |   |
| Livable-Finished                      | 1,922                      |   |
| Livable-Unfinished                    | 961                        |   |
| Non-livable-Garage                    | 676                        |   |
| Lot Coverage (Building & Front Porch) | 40%                        | 6.23% (Lot SF: 26,136; Footprint SF: 1,628) |
| Parking Spaces                        | 4 (2 enclosed & 2 surface) | 4 (2 enclosed & 2 surface)                  |

**1. 17.3.12 BUILDING HEIGHT LIMITS**

The maximum building height on the unit is 35'+5' and the maximum average height is 25.3' (see Exhibits WS-7 and 8). This height is in compliance with Section 17.3.12 which states that the maximum height allowed is 35' and the ridge may extend the maximum height up to five feet (5'); and Section 17.3.13 states the maximum average height allowed is 30'.

**2. 17.3.13 MAXIMUM LOT COVERAGE**

The coverage of the building and front porch footprint is 6.23% (Lot SF: 26,136; Footprint SF: 1,628), which is in compliance with the maximum lot coverage of 40%.

**3. 17.3.14 GENERAL EASEMENT SETBACKS**

The proposed structure is located within five feet of the southern and eastern general easements of the property (Exhibit WS-3).

#### **4. 17.5.5 BUILDING SITING DESIGN**

##### **Site Plan**

The layout and roof line of the unit is located completely within the allowable buildable area of the lot with no encroachments proposed (Exhibit WS-3). However, some disturbances and construction staging is proposed within General Easements surrounding the buildable area. We believe a DRB review of the site plan will result in the conclusion that the construction staging encroachments into the General Easements will not cause unreasonable negative impacts to the surrounding properties.

#### **5. 17.5.6 BUILDING DESIGN**

##### **Building Form and Exterior Wall Form**

The proposed building form and exterior wall form portray a mass that is thick and strong, with a heavy, thick massed stone base on all facades (Exhibit WS-5). The overall wall forms of the exterior walls are simple in design in accordance with Section 17.5.6.B.1.a of the CDC.

##### **6. Roof Forms**

The CDC allows for primary roof pitches to be between 6:12 and 12:12 and be gable in form, and secondary roofs will not have pitches less than 4:12 and be either gable or shed in form. With this in mind, the roof plan (Exhibits WS-5 and 6) illustrates that primary roof has a 10:12 pitch with a secondary shed roof form with a 4:12 pitch, and a small shed roof form over the front entry porch.

Eaves and fascia are responsive and proportional to the design of the structure.

The roof material will be standing seam or corrugated metal that will be treated to produce rusting prior to the issuance of a certificate of occupancy; this material is a permitted roof material outside of the Village Center.

All entries are protected from snow or ice shedding.

##### **7. Exterior Wall Materials**

Natural stone and barn wood are the primary exterior materials and corrugated rusted metal is proposed to be used as an accent material (Exhibit WS-17). The proposed exterior materials are found elsewhere in the neighboring area and are therefore compatible with the surrounding area development.

Exterior material colors are natural, warm and subtle and harmonize with the natural landscape within and surrounding the town.

Window openings and patterns are responsive to good solar design principles. The design of exterior walls also responds to solar exposures.

#### **8. 17.5.7 GRADING AND DRAINAGE PLAN**

Due to the gentle sloping character of the lot, only a very simple grading plan is needed. The applicant has provided a grading and drainage plan (Exhibit WS-3) for the proposed development. Positive drainage away from the structure has been created. Grading on the site blends with the natural topography.

#### **9. 17.5.8 PARKING REGULATIONS**



The unit is proposing two (2) garage parking spaces and two (2) outdoor surface parking spaces. Section 17.5.8 of the CDC requires two garaged and two surface parking spaces for single family residences. The proposal complies with the regulation.

**10. 17.5.9 LANDSCAPING REGULATIONS**

The proposed landscape plan (Exhibit WS-9), prepared by Larry Scanlon, Scanlon Design, shows spring snow crabapple, bristlecone pine, Montgomery spruce, potentilla and grasses to be planted in the areas shown for revegetation.

An irrigation plan has been submitted and is in compliance with Table 5-3, Irrigation System Design.

**11. 17.5.11 UTILITIES**

We will have Public Works review the the utility plan (Exhibit WS-24); the Braffords will be responsible to determine the actual location of the existing utilities and locating a new sewer service line.

**12. 17.5.12 LIGHTING REGULATIONS**

The proposed lighting plan (Exhibit WS-10) includes nine sconces and six (6) deck post lights; the applicant will also discuss a possible alternative for lights at the front door. Sconce locations include doors, deck area, garage entrance, and address monument. All lighting has been designed as full cut-off fixtures (Exhibits WS-11 through 16) with LED bulbs at CDC allowable Kelvin temperature.

**13. 17.5.13 SIGN REGULATIONS**

**Address Monument**

The address identification is proposed on the left front façade of the garage on the east elevation. Homes that are located close to and are visible from a town road may attach address identification numbers to the building if located within 20' of the roadway.

**14. 17.6.1 ENVIRONMENTAL REGULATIONS**

**Fire Mitigation and Forestry Management**

All new building construction that will create habitable space, including single family homes, are required to create and implement wildfire mitigation plan in accordance with Section 17.6.1.A Fire Mitigation and Forestry Management; we believe our landscape plan accomplishes this.

**15. 17.6.6 ROAD AND DRIVEWAY STANDARDS**

**Driveway Standards**

The proposed maximum width for the two surface parking spaces, and access to the garage, reaches approximately 26 feet as it leads directly to the garage.

Within the Road and Driveway Standards, the CDC allows the DRB to grant a variation to the driveway standards provided the review authority (DRB) finds such exemption will not adversely affect public health, safety and welfare.

**16. 17.6.8 SOLID FUEL BURNING DEVICE REGULATIONS**

The applicant has indicated the fireplace will be a gas and not solid fuel-burning.

END OF MEMORANDUM



**PLANNING & DEVELOPMENT SERVICES DEPARTMENT  
PLANNING DIVISION**

455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 728-1392

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**TO:** Design Review Board  
**FROM:** Dave Bangert  
**FOR:** Meeting of March 30, 2016  
**DATE:** March 24, 2016  
**RE:** Conceptual work session for a new single-family dwelling on Lot 5

---

**PROJECT GEOGRAPHY**

**Application Overview:** The purpose of this agenda item is to allow the Design Review Board (DRB) to provide initial direction to the applicant regarding a proposed new single family home.

**Legal Description:** Lot 5  
**Address:** 137 Vischer Drive  
**Applicant/Agent:** Jack Wesson Architects, Inc.  
**Owner:** Silverleaf, LLC  
**Zoning:** Single-Family Zone District  
**Existing Use:** Vacant Lot  
**Proposed Use:** Single-Family  
**Lot Size:** 0.38

**Adjacent Land Uses:**

- **North:** Open Space
- **South:** Single-Family
- **East:** Multi-Family
- **West:** Single-Family

**ATTACHMENTS**

- Exhibit A: Narrative
- Exhibit B: Plan Set

**RECORD DOCUMENTS**

- Town of Mountain Village Community Development Code (as adopted March 2013)
- Town of Mountain Village Home Rule Charter (as amended on June 28, 2005)
- Design Review Application as maintained by the Community Development Department.



**PROJECT SUMMARY**

| <b>CDC Provision</b>        | <b>Requirement</b>                  | <b>Proposed</b>           |
|-----------------------------|-------------------------------------|---------------------------|
| Maximum Building Height     | 40' maximum (35'+5' for gable roof) | 35'                       |
| Maximum Avg Building Height | 35' maximum (30'+5' for gable roof) | TBD                       |
| Maximum Lot Coverage        | 40% maximum                         | 39.5%                     |
| General Easement Setbacks   |                                     |                           |
| North                       | 16' setback from lot line           | 45'+ to GE                |
| South                       | 16' setback from lot line           | 8.5' to GE                |
| East                        | 16' setback from lot line           | 0' to GE                  |
| West                        | 16' setback from lot line           | 0' to GE                  |
| Roof Pitch                  |                                     |                           |
| Primary                     | 6:12 to 12:12                       | 9:12, 4:12                |
| Secondary                   | 4:12 unless specific approval       | 4:12, 3:12, 2.5:12        |
| Exterior Material           |                                     |                           |
| Stone                       | 35%                                 | TBD                       |
| Wood                        | 25% (No requirement)                | TBD                       |
| Windows/Doors               | 40% maximum for windows             | TBD                       |
| Metal Accents               | Specific Approval                   | TBD                       |
| Parking                     | 2 enclosed and 2 non-tandem         | 2 enclosed and 2 exterior |

**BACKGROUND**

The applicant has submitted an application in accordance with the provisions of Section 17.4.6 of the Community Development Code (CDC) for a conceptual work session with the Design Review Board. The proposed project consists of a 4586 total square foot single-family home located on lot 5. The purpose of the work session is to allow the applicant and DRB to have an informal, non-binding review and discussion about the project, potential issues and possible solutions. Staff has conducted a cursory review of the project in relation to the intent and standards of the Design Regulations of the CDC (**Chapter 17.5**).

**CURSORY ANALYSIS**

**Overview**

Lot 5 is a small (0.38 acres) irregularly shaped lot that slopes from east to west and narrows as it goes north towards the horse shoe curve on Vischer Drive. Positioning the proposed home to capture the desired views to the north requires that the design be narrow in the northern section of the lot to maintain the GE setbacks and widening towards the south where there is more buildable room. The applicant is primarily concerned with the proposed roof pitches as a number of them will require a variation from the Design Review Board. The application does not go into specific detail regarding materials, grading and drainage, landscaping or exterior lighting. These details will be reviewed during the Design Review Process.

**Site**

The tree cover on the lot is almost entirely aspen with a couple of small spruce mixed with the aspen understory. Most of the aspen overstory is in decline and will be removed either for the home construction or wildfire mitigation. All structures and improvements are out of the General Easement area. However the NE corner of the home's roof line and SW corner of the garage roof line are depicted right on the General Easement. Due to the foundation being within 5 feet of the General Easement this will require a monumented survey prior to pouring foundation

footers. At 39.5% lot coverage this right at the maximum and the DRB should consider a survey to make sure the coverage does not exceed 40%.

### **Building**

The Board should consider the following area where details of the design deviate from the guidelines:

17.5.6(C)(1): Roof Form: Primary forms shall be gable. Secondary roof forms may be either gable or shed roof forms.

Other primary and secondary roof forms may be approved by the DRB as a specific approval consistent with the roof pitch requirements as set forth herein, and provided the Town design theme is met.

### **Roof forms and pitches**

The proposed roof forms are a combination of 3 gables and 7 sheds. Two of the gables are primary and have 9:12 and 4:12 pitches and the secondary gable is 9:12. The primary shed roof is a 4:12 with secondary shed roofs from 3:12 down to 2.5:12. The DRB should consider if these variations to the roof forms and pitches are appropriate for the lot and the surrounding neighborhood.

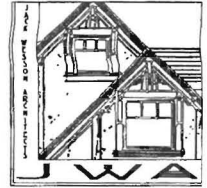
### **Materials**

The proposed home will have a stone base (Telluride Gold), 12" stained horizontal wood timbers with chinking, 8" vertical wood siding (barn wood or stained), metal clad windows (color TBD), metal panels (oil rubbed finish), rusted corrugated metal siding, metal roof (bonderized standing seam) and board formed concrete. All materials meet the design guidelines but specific approval from the DRB will be required for the metal panels, rusted corrugated metal siding and any use of board formed concrete.

### **RECOMMENDATION**

Work sessions provide an opportunity for the DRB to informally review a proposed application. As such, the DRB can only provide general comments and direction, with no formal decision. It should also be noted that Staff conducts only a high level, cursory review, with the more detailed and thorough review left to the formal process. Therefore, the DRB and staff review and comments will evolve as the project moves through the DRB process.





## NARRATIVE

3.18.16

To: Mountain Village Design Review Board

From: Jack Wesson  
110 S. Pine unit 1  
Telluride, Co 81435  
Ph: (970) 728-9755 ext. 27

Re: Akhras Residence  
Lot 5 Mountain Village  
Work Session

The applicant would like to receive comments regarding the submitted design drawings for lot 5. Specifically the roof pitches, which range from 6:12 (upper roof) to 3:12 and 2.5:12 for lower roofs. The building has a maximum pre and post construction grade of 35' (grade to ridge). If there are other issues that may concern the board are also of interest to the applicant.

The exterior materials will be a mix of stone, stained R.S. wood, metal roof (bondarized standing seam) and plate steel chimney. Also some board form concrete will be considered. Windows are metal clad. Decks are snow melted concrete slabs.

  
Sincerely,  
Jack Wesson





























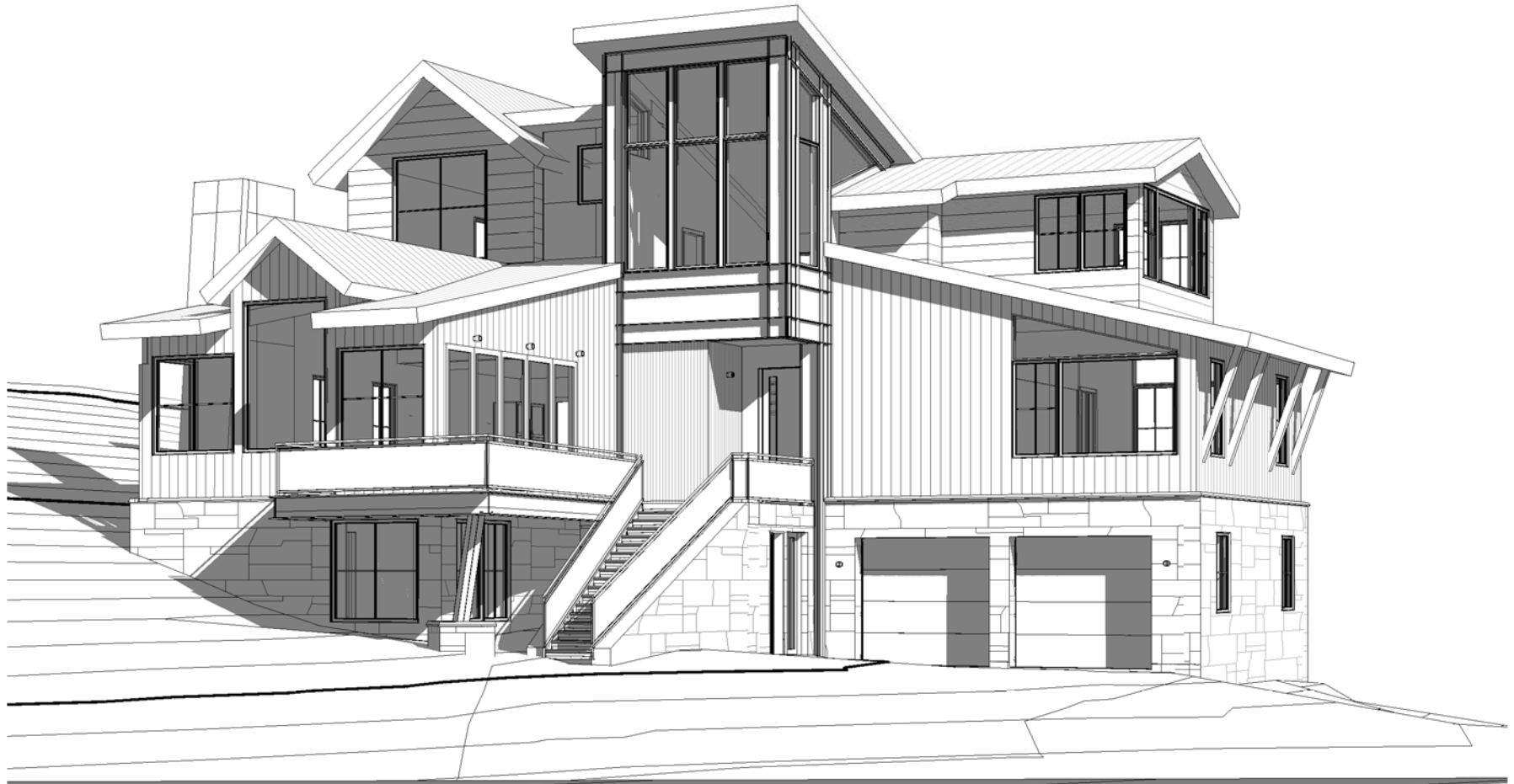
① 3D View A

AKHRAS RESIDENCE  
LOT 5



IMAGES



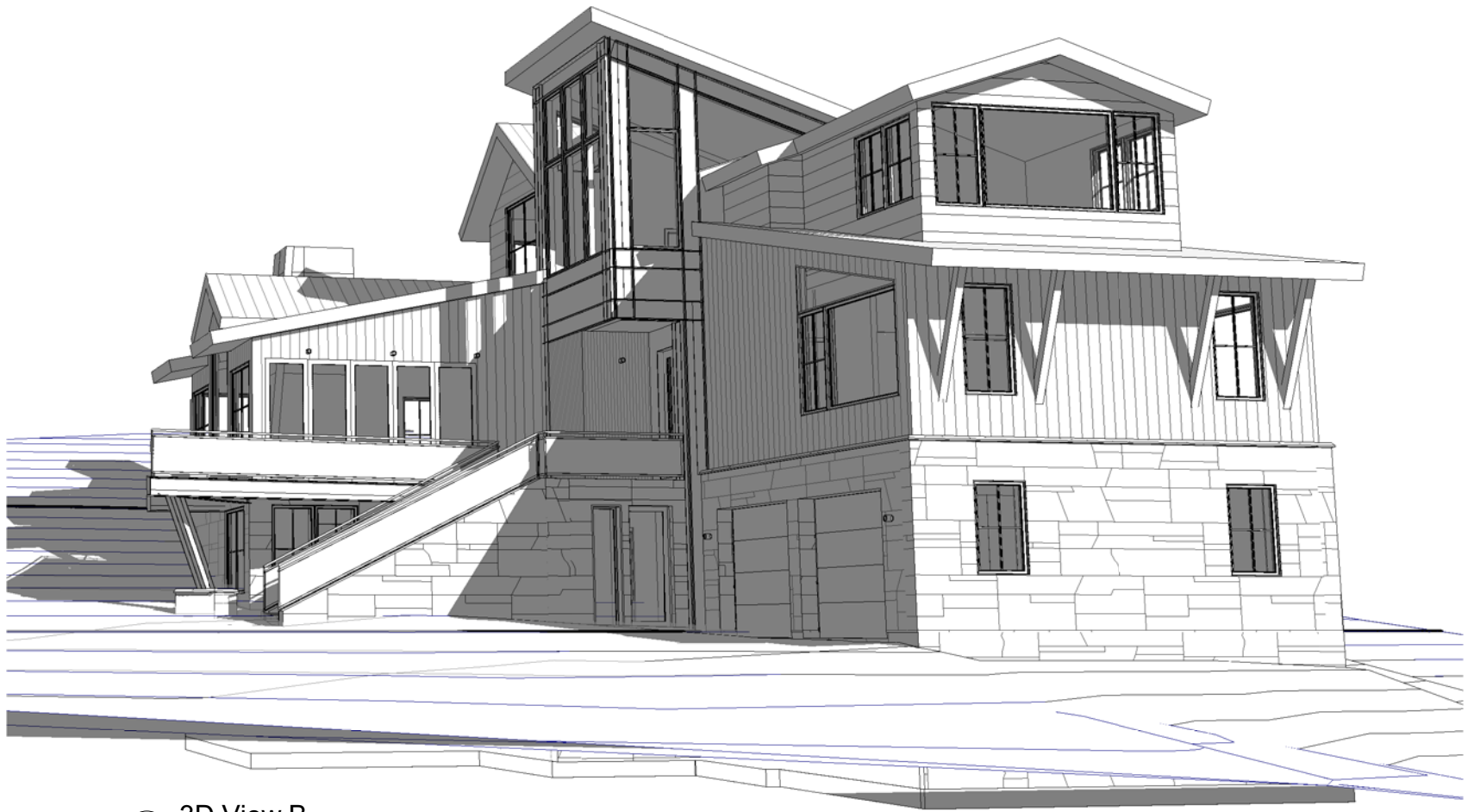


① 3D View 1

AKHRAS RESIDENCE  
LOT 5



IMAGES



① 3D View B

LOT 2 RESIDENCE



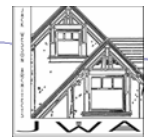
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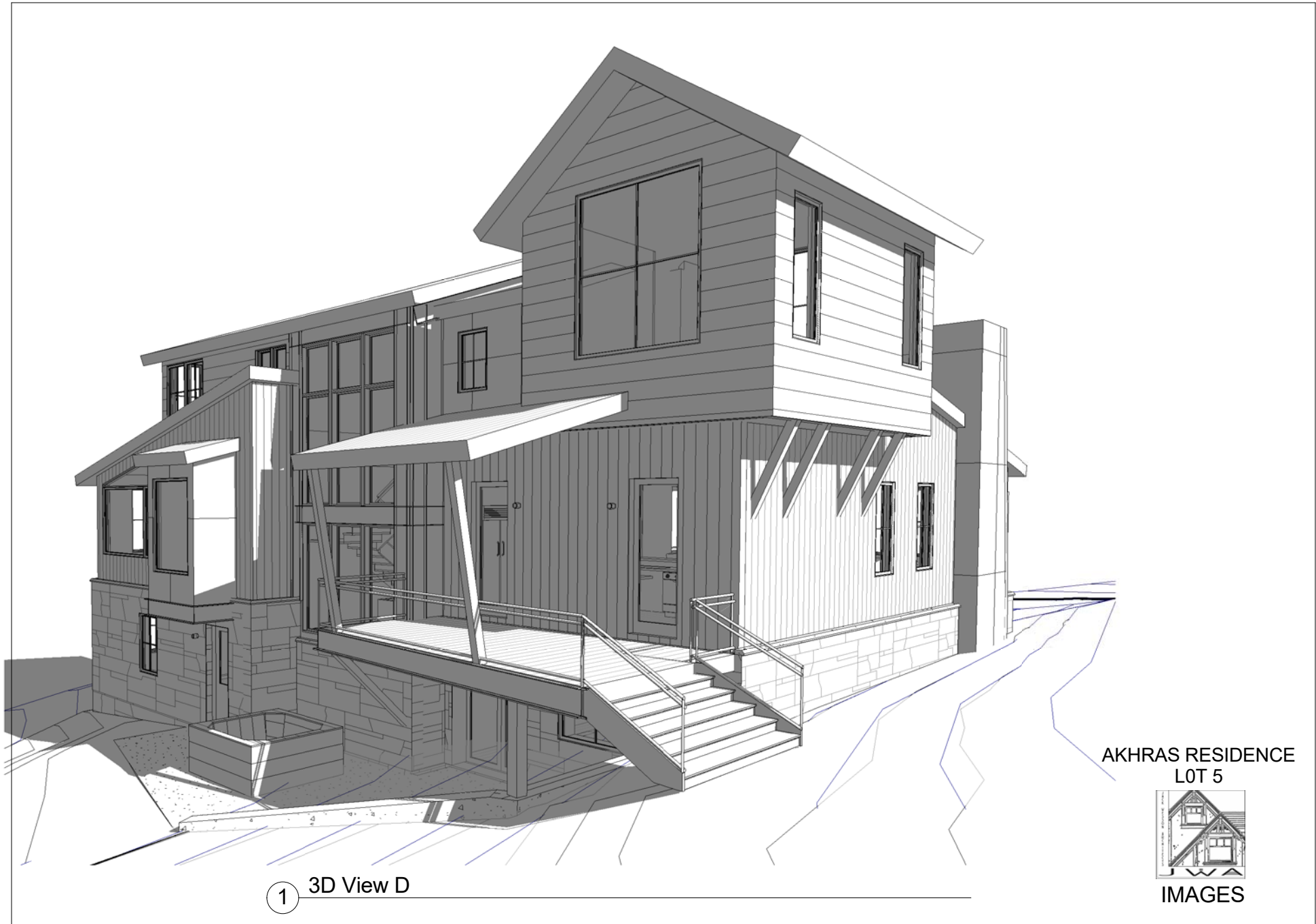


① 3D View C

AKHRAS RESIDENCE  
LOT 5



IMAGES



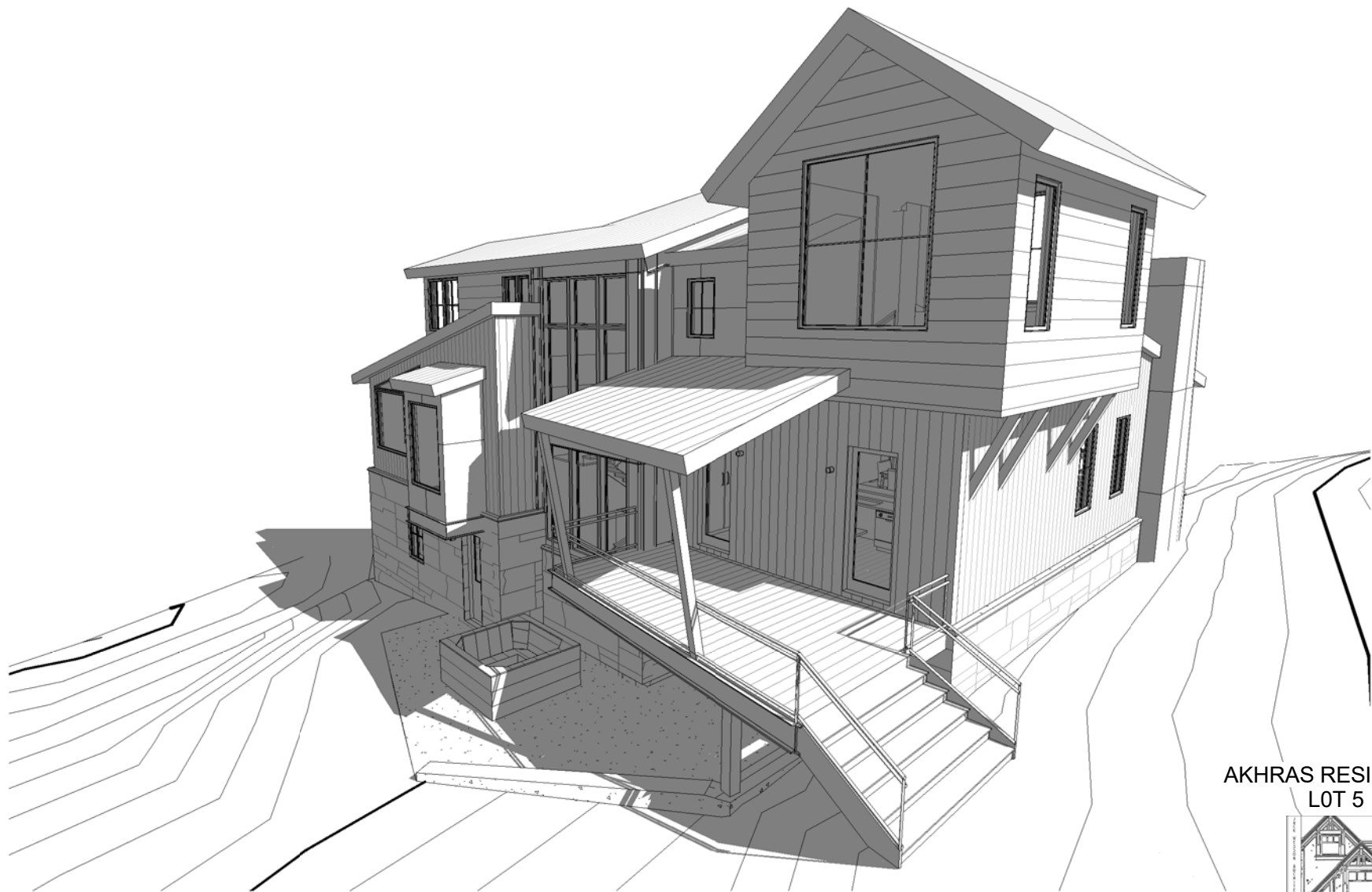
① 3D View D

AKHRAS RESIDENCE  
LOT 5



IMAGES



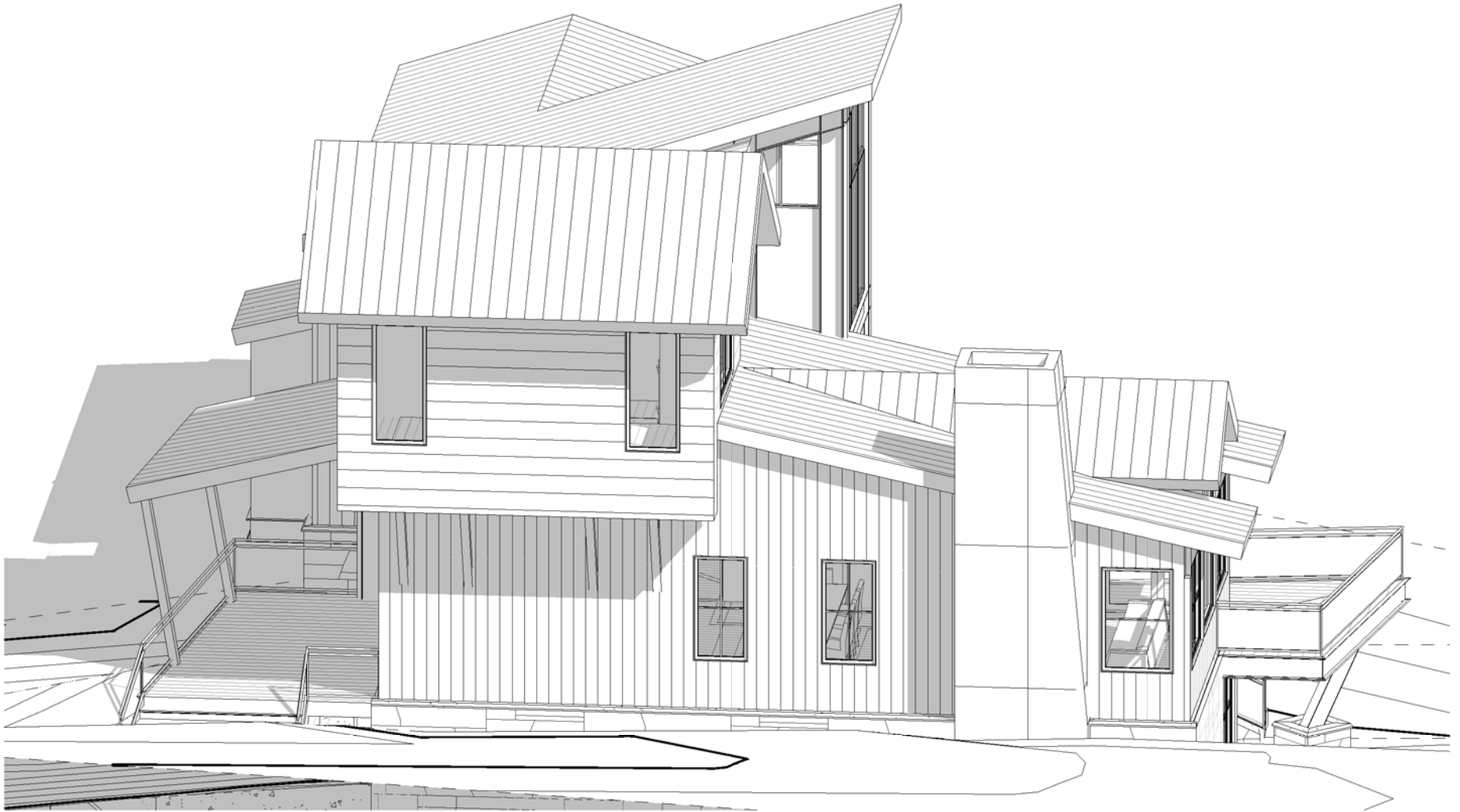


① Copy of 3D View E

AKHRAS RESIDENCE  
LOT 5



Unnamed



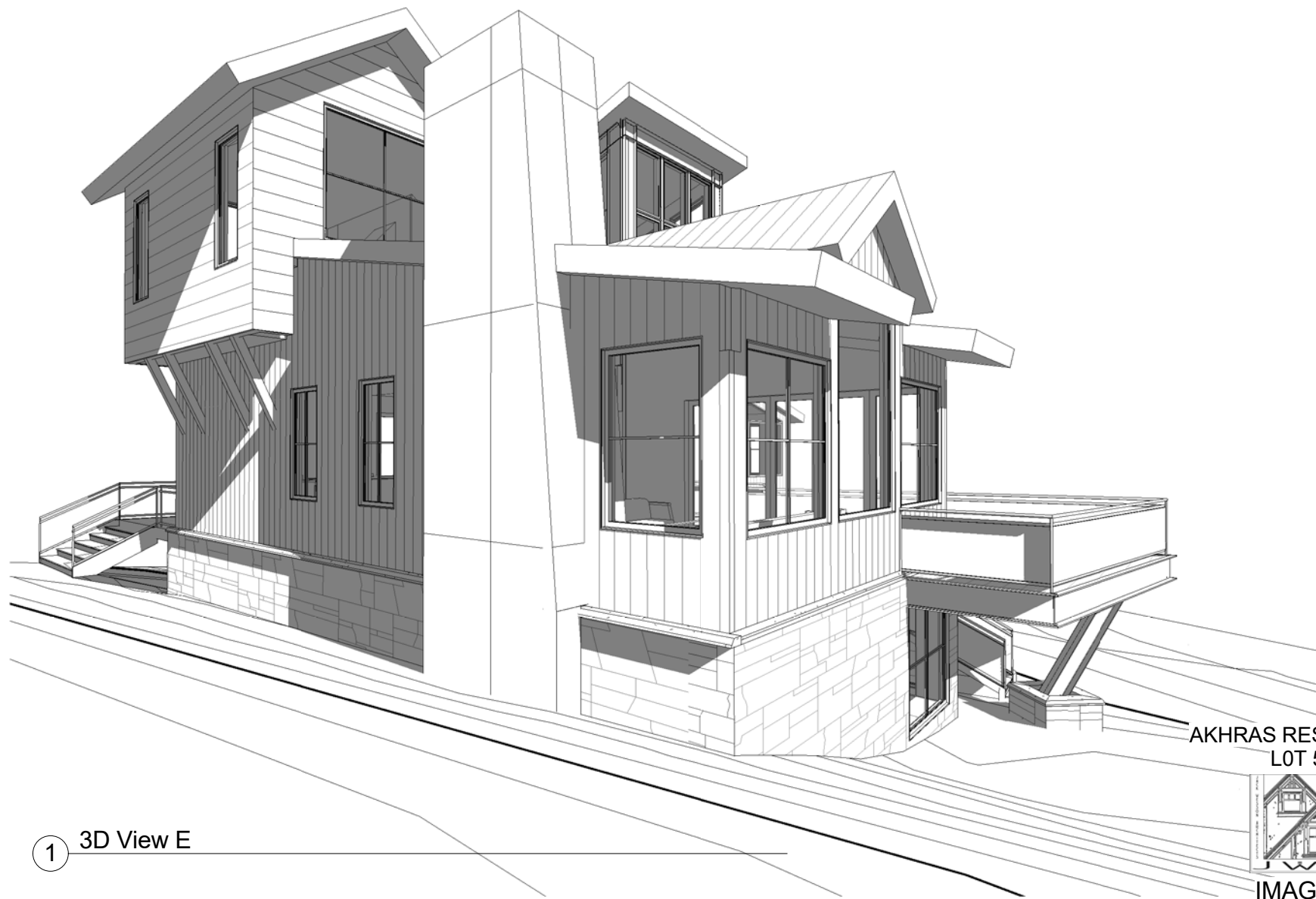
① 3D View 6

AKHRAS RESIDENCE  
LOT 5



IMAGES





AKHRAS RESIDENCE  
LOT 5



IMAGES

1 3D View E



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 728-1392

**AGENDA ITEM #11**

---

**TO:** Design Review Board

**FROM:** Glen Van Nimwegen, Director

**FOR:** Meeting of March 30, 2016

**DATE:** March 22, 2016

**RE:** Conceptual work session for a new single-family dwelling on Lot 161D-1, Unit 15 (The Ridge, 7 Tunnel Lane)

---

**PROJECT GEOGRAPHY**

**Application Overview:** The purpose of this agenda item is to allow the Design Review Board to provide initial direction to the applicant regarding a proposed new single family home.

**Legal Description:** Lot 161D-1, Unit 15 at The Ridge

**Address:** 7 Tunnel Lane

**Applicant/Agent:** Locati Architects

**Owner:** Kevin Rost

**Zoning:** Multi-Family

**Existing Use:** Vacant Lot

**Proposed Use:** Single-Family

**Lot Size:** 7,500 square feet

**Adjacent Zoning:**

- **North:** Active Open Space (Butterfly Ski Run)
- **South:** Active Open Space (Smuggler Ski Run)
- **East:** Active Open Space
- **West:** Multi-Family

**ATTACHMENTS**

- Exhibit A: Project Narrative
- Exhibit B: DRB Submittal
- Exhibit C: Material Board
- Exhibit D: Lighting Cut Sheets
- Exhibit E: Roofing Cut Sheets
- Exhibit F: Engineered Infrastructure
- Exhibit G: 5th Supplemented and Amended Planned Community Plat of The Ridge at Telluride – Phases 1,2,3,4,5, and 6
- Exhibit H: Fire District Agreement



## **BACKGROUND**

The applicant accurately states in their narrative that this is a unique area of Mountain Village. The site is just below the top of Coonskin Ridge about one-half of a mile south of the gondola station. Access opportunities changes with the seasons, but it will not have direct access by automobiles. Approval of the subdivision raised concerns about the visibility of homes from the ski runs and the town of Telluride. Therefore there are several layers of regulations for development in The Ridge including: Section 17.5.16 Ridgeline Lots, a special section of the Community Development Code; the general design regulations (Chapter 17.5); the development agreement and the covenant recorded on the property (contained in Exhibit A attached).

The purpose of the work session is to allow the applicant and DRB to have an informal, non-binding review and discussion about the project, potential issues and possible solutions. Staff has conducted a cursory review of the project in relation to the intent and standards of the above regulatory documents.

## **CURSORY ANALYSIS**

### **Site, Access and Landscaping**

Building coverage is not applicable in this case because the development must remain within the 7,500 square foot unit. Area outside of the building envelope is Common Element Open Space owned and maintained by The Ridge association. There are conflicting requirements in the development agreement about what can occur in the common areas. Paragraph 3.2.1 states retaining walls may occur in this area. However paragraph 3.2.4 infers that the DRB at the time excluded paving, grading, landscaping or any structures from occurring outside the building envelope. Staff is comfortable relying on 3.2.1 as development must, and has been allowed in the common area including grading, drainage structures and the construction of the access road. Unit 15 also has a Landscape Buffer Area where the intent is to create a landscape screen along the south and east edges of the lot. The plat states "If the DRB determines that an adequate buffer has been created, then structures and other improvements may be located in the balance of the Landscape Buffer Area". The applicant is proposing retaining walls and a small part of the home in the Landscape Buffer.

The applicant is proposing to shift the building envelope to orient the house better toward the predominant views. This will require a staff level plat amendment which must occur prior to issuance of a building permit.

The site slopes upwards approximately 30 feet from the access drive on the west side of the home. The applicant's driveway has a slope of 9.5% where 8% is required, and then flattens to 3.5% at the courtyard in front of the garage. A principal concern with driveway grades is the limitation it places on access by emergency vehicles. However, access to The Ridge by District emergency vehicles is limited by its remote location.

Staff believes the landscaping plan accomplishes the goal of screening from the ski run. The principal trees are Scotch Pine, Blue Spruce and Aspen. We recommend moving the conifers away from the building foundation to support a defensible space.

### **West Elevation**

This is the downhill elevation so it presents the largest edifice to the access drive. The central gabled roof is proposed at a 2:12 slope which is flatter than the minimum of 6:12 dictated by the

CDC. Staff believes the proposal works because it will not be noticeable to the pedestrian as it is close to 30 feet above grade and this portion of the roof plane has also been broken into two parts. The chimney forms and the 8:12 gable ends with heavy steel bracketing dominate the elevation versus the flatter than normal roof. A portion of the roof consists of synthetic shake tiles, a product that was reviewed by the Board in a work session last year. The other roof material is standing seam steel.

Twenty-two percent of this elevation consists of windows to capture the major views to the southwest. A large variety of window types is used which matches the CDC requirement of bringing the elevation down to a pedestrian scale (Section 17.5.6.G.3).

The Design Regulations state the primary entrance doorway shall establish interest, variety and character. In this case the front door is understated, but the entry is marked by an eight foot diameter water wheel, clearly creating interest and supporting the mining theme of the home.

### **North Elevation**

The remaining picture of the front entry is presented on this elevation. The water wheel and exposed steel trough structure highlight the procession to the front door. The major roof pitch visible from this side is within the standards; however there are secondary roof pitches that are at 2.5:12, 4:12 and 2:12. The standards also state that no more than 20% of north elevation should be glass and 30% is provided. The code does allow flexibility when the primary views are to the north which as identified above is principally to the southwest.

### **East Elevation**

This elevation is built into the hillside that narrows the width of the elevation. This elevation is dominated by a large expanse of glass in the center. The glass areas include a 95 square foot pane in the center flanked by 48 square foot panes on each side; the window pattern is then repeated at a slightly lesser scale directly below. The Design Regulations state that large expanses of glass should be avoided except on southern exposures and facing primary views. It goes on to state: "Uninterrupted glass areas on single-family dwellings may not exceed forty (40) square feet except in one window area designed as a great room where uninterrupted glass areas may not exceed seventy (70) square feet" (Section 17.5.6.G.2.a). This window area is not adjacent to a great room but does face views of the ski area. The CDC gives the DRB discretion in determining what is considered as uninterrupted area. Worth considering is the lower set of windows have a bridge-like structure directly in front of the expanse of glass. The area of the windows above is broken up by a metal trestle structure mounted in front of the window.

### **South Elevation**

The largest percent (47%) of glass, in relation to the area of the elevation, has been reserved for the south facing side of the structure. A segment of the standing seam roof in the center of the elevation is at a 3:12 pitch, less than the Regulations dictate, but in this case it is a small percentage of the total visible roof area. Again, the steep gable ends with heavy metal bracketing dominates the roof. The mining theme is most evident in this elevation with the use of steel supports, balcony railings and chimney caps.

### **Height**

The Ridgeline covenant in place on the property by the development agreement caps the height for the property at a maximum of 45 feet. Another standard of the covenant is that no light or building shall extend above a defined view plane so no part of the structure will be visible from Telluride. The proposed residence appears to be within these standards. As a further precaution the requirements for The Ridge require referral of the project to San Miguel County



and Telluride; and the erection of story poles (see below) to depict the massing, size and scale of the structure.



### **Overall Composition**

The key aspects of the Mountain Village design theme require building siting that is sensitive to the building's location and its visual integration into the surrounding environment whether natural and manmade. Massing should be simple and step with the natural topography and have a strong, solid heavy base. There are additional design provisions for Ridgeline Lots (Section 17.5.16.B):

1. All structures shall have varied facades to reduce the apparent mass.
2. To the extent practical, foundations shall be stepped down the hillsides to minimize cut, fill and vegetation removal.
3. Building and roofing materials and colors shall blend with the hillside.
4. Colors and textures shall be used that are found naturally in the hillside.
5. Reflective materials, such as mirrored glass or polished metals, shall not be used.
6. To the extent practical, no exterior lights shall be installed on the east side of buildings. Any required exterior lighting shall be shielded, recessed, or reflected so that no lighting is oriented towards the east side of the building.

The requirement for varied facades may conflict with the overall town theme of simple massing, but the applicant has pursued variety which helps implement their design goal to evoke the region's mining past. A plethora of wall materials is used including stone, steel beams, cables, braces and brackets; 2X12 horizontal wood siding and random width vertical wood siding; as well as steel panels. Each elevation is punctuated by an equal variety in window sizes and styles. The roof is equally complex and includes two types of roof materials: standing seam and synthetic shake. The roof is complex, but at a pedestrian level does appear to hold the entire variety of wall massing and materials together well.

### **Potential Variations and Specific Approvals**

- Grade of driveway is 9.5% where 8% is required (Section 17.6.6.B.4);
- Portions of the roof have pitches of 2:12, 2.5:12 and 3:12 where a minimum of 6:12 is required for the primary roof and 4:12 for the secondary roof (Section 17.5.6.C.2);
- Typically the north wall should have no more than 20% glass and 30% is provided (Section 17.5.6.G.1.a);

- Uninterrupted expanses of glass should not exceed 40 square feet. There are windows on the east elevation of 42, 48, 82 and 95 square feet (Section 17.5.6.G.2.a); and
- Specific approval is required of synthetic roofing materials that emulate wood shake on portions of the roof (Section 17.5.6.C.5.e.iv).

### **NEXT STEPS**

Prior to approval of the development by the DRB the project must be reviewed by San Miguel County and the Town of Telluride, including the review of the story pole. After development approval of the project by the DRB, but prior to issuance of a building permit, the applicant must receive approval of a staff subdivision to shift the building envelope as proposed.

### **RECOMMENDATION**

Work sessions provide an opportunity for the DRB to informally review a proposed application. As such, the DRB can only provide general comments and direction, with no formal decision. It should also be noted that Staff conducts only a high level, cursory review, with the more detailed and thorough review left to the formal process. Therefore, the DRB and staff review may evolve as the project moves through the DRB process.





**PROJECT NARRATIVE**

**BACKGROUND**

Locati Architects and Alpine Planning are submitting this Design Review Process development application on behalf of Kevin and Monica Rost (“**Owners**”) who own Unit 15 at The Ridge with an assigned address of 7 Tunnel Lane (“**Property**”). The Owners are proposing to construct a new single-family dwelling within the Property at The Ridge starting in the summer of 2016.

The proposed home is a creative architectural solution to a unique vehicle-less ski development and a response to a challengingly steep and confined property. The architectural design is one of interpreted mining and high alpine vernacular, using natural materials and a combination of smaller building forms to suggest that the home has been built over time. This narrative will summarize challenges, our response, and all related technical issues.

The Property is located on the southern edge of The Ridge with the Butterfly Ski Run to the east and the Smuggler Ski Run located to the south (Please refer to vicinity map in Exhibit A). The Property has elevations ranging from 10,479 to 10,508 with an elevation gain of approximately 29 feet. The Property contains slopes that have a grade of approximately 23 percent.

Development within the Property is regulated by the Mountain Village Community Development Code (“**CDC**”) and by the Development Agreement for Lots 161A-2, 161A-3, 161A-4, 161D-1, and 161D-2 (The Ridge at Telluride) as recorded at Reception Number 365622 (“**Development Agreement**”). The Development Agreement, shown in Exhibit B, has several provisions that will be covered in this narrative.

The Property is platted as a condominium unit under the 5<sup>th</sup> Supplemented and Amended Planning Community Plat of the Ridge at Telluride – Phases 1, 2, 3, 4, 5 and 6 as recorded at Reception Number 409853 (“**5<sup>th</sup> Supplement**”) as shown in Exhibit C. The area outside of each Unit is a Common Element Open Space Tract that is a General Common Element to The Ridge Homeowner’s Association subject to Note No. 8 on the 5<sup>th</sup> Supplement as follows:

“Common Element Open Space Tract. A tract of land owned by The Ridge At Telluride Homeowners Association, Inc., which may be used for, but is not limited to, the following: ski slopes, ski trails, ski lifts, snow making facilities or other recreational facilities, lift structures, communication receiving stations, communication transmitting stations, drainage ditches, drainage swales, drainage structures, access roads, service roads, maintenance roads, utility transmission lines, pedestrian paths, hiking and biking trails, transportation system facilities, golf cart parking lots, storm drainage systems, retaining walls, benches, snow storage, landscaping, cross-country skiing trails, golf cart access, snowcat access and all Buildings and incidental or accessory facilities related to any of the above-described Uses. No Use shall be allowed on these tracts that is incompatible with the general resort nature of the Town as determined by the DRB and the Town Council. ”

Note No. 8 was put on the plat as required by Section 3.2.1 of the Development Agreement.

## **BUILDING ENVELOPE AND LANDSCAPE BUFFER AREA**

Locati Architects designed the Rost Residence within Unit 15 pursuant to the CDC and the Development Agreement, with tone of the most important design consideration set forth in Section 3.2.4 of the Development Agreement as follows:

3.2.4 The DRB stated clearly to Owner that the DRB would not allow future development and construction, including hardscape, decks, and all improvements, outside of the building envelopes. Owner will submit to DRB Staff and Legal Counsel a definition of "Development" for approval. Owner will state this restriction along with the definition of "Development" in the recorded condominium documents. To accomplish this the following language will be included in the planned community documents:

*(17) "Development. Development shall mean any of the following activities for which permission may be required from the Town of Mountain Village pursuant to its Land Use Ordinance or Design Regulations: (a) the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any buildings, structures, or accessory structures; (b) any use or change in use of any buildings, land, or water; (c) any clearing, grading or other movement of land; (d) any dredging, filling, grading, paving, excavation, or drilling operations; (e) the storage, deposition, or excavation of materials or (f) landscaping or hardscaping. "*

The residence has been designed with all the structure and roof driplines located within the Unit 15 boundary that acts as the building envelope. All development within The Ridge will be required to have a driveway outside the unit boundary that crosses from an access lane on Common Element Open Space to each condominium unit, with garage backup space provided within the driveway area so a permitted vehicle does not have to back up onto the primary access. A driveway is a permitted use within the Common Element Open Space Tract as outlined above.

Each unit within The Ridge will have grading and drainage outside of the unit boundaries due to the sloped topography of The Ridge, the location and design of already constructed access lanes, and allowances for certain activities in the Landscape Buffer Area. The topography of Unit 15 site rises at an approximate 23 percent from Tunnel Lane to the top of the site with an approximate 29 foot gain. This topographic change will necessitate grading outside of the Unit boundary to create good finished that ties into pre-existing grades and to create positive drainage away from the home including the creation of an uphill drainage swale to capture all the drainage heading downhill onto Unit 15. Grading and drainage will also need to occur downhill from the unit boundary to allow for construction of the home, creation of a drainage swale and to create better transitional grading to Tunnel Lane.

Driveway access to Unit 15 was designed to the north of Unit 15 and is based around the design and grades of Tunnel Lane, with the driveway entrance designed at the highest access lane topographic elevation possible to minimize cut and provide the best driveway grade to access Unit 15. Accessing the site by a driveway in this area is causing the grading and drainage shown outside of Unit 15 to the east of the driveway area, with the two retaining walls, grading and drainage needed due to the large topographic gain on the lot.



Another factor driving the proposed grading concerns the Landscape Buffer Area requirements and allowances set forth on the 5<sup>th</sup> Supplement and the Development Agreement. The hatched area on the east and south side of Unit 15 is designated by the 5<sup>th</sup> Supplement and the topographic survey as a "Landscape Buffer Area" subject to the following Note No. 9:

"9. Landscape Buffer Area. "Landscape Buffer Area" shall mean the landscape buffer area to be created on and around Units 15, 17, and 21 and Future Units 13, and 14 in the areas shown on this Plat and supplements hereto. If the Owners of these Units do not complete the required buffer improvements, then The Ridge at Telluride Homeowners Association, Inc. will be responsible to do so. The Landscape Buffer Area may contain such things that include but are not limited to berms, trees, walls, fences and vegetation. The purpose of the Landscape Buffer Area is to provide a buffer area between the adjacent ski run and the Development on the applicable Unit. If the DRB determines that an adequate buffer has been created, then structures and other improvements may be located in the balance of the Landscape Buffer Area. The provision of this Note 9 may not be modified or deleted without the approval of the Town of Mountain Village."

Note No. 9 was included on the 5<sup>th</sup> Supplement and the original condo map for The Ridge due to the requirements of Section 3.2.11 of the Development Agreement. It is very important to note that the Landscape Buffer Area allows for the Unit 15 improvements on the south and east sides of the property as shown on the site plan, grading, drainage and landscaping plans. We understand that the DRB needs to review and approve the proposed landscape buffer to ensure it provides a buffer between the proposed development and the ski run. Once the DRB approves the landscape buffer, the Landscape Buffer Area allows for the other improvements as shown, including grading, retaining and drainage.

### **OTHER DEVELOPMENT AGREEMENT REQUIREMENTS**

The Development Agreement has several requirements that are applicable to the Rost Residence in addition to those already discussed above:

1. **3.2.3 DRB review and approval and San Miguel County and Town of Telluride review pursuant to the Ridge Covenant.** The Ridge Covenant is shown in Exhibit D. The Ridge Covenant was created and executed to ensure that development within the Ridge would not penetrate a view plane as shown at the end of Exhibit D. The maximum roof ridge elevation of the proposed home is set at 10,525 feet with a chimney at an elevation of 10,528.5 feet. The geographic ridge is located at 10,530; therefore there is no way the home on Unit 15 can be seen from Telluride or development along The Spur in the county. We are therefore reaching out to planning departments in Telluride and San Miguel County to get a written waiver of the need to provide story poles based on this topographic and development information.

The Ridge Covenant sets a height limit for Unit 15 that is located in Lot 161D-1 at 45 feet, with height measured using an old Land Use Ordinance method that measures the maximum height from the lowest finished grade to the top of any structure. The plans prepared by Locati Architects comply with this maximum height limitation and method for measuring. It is important to note that the CDC also allows a maximum height of 45 feet and an average height of 30 feet in the Multi-family Zone District. The Ridge Covenant limits height to only a maximum height from finished grade with no average height requirement.

2. **3.2.5 Limited Access to The Ridge.** The Development Agreement states:

"The access road from the base of the mountain to the Project will receive minimal use from private construction and Association vehicles. Owner's vehicles will not be allowed access to the Ridge Line Lots except in limited instances pursuant to the Non-Gondola Access Easement Agreement, recorded on July 14, 2001 at Reception #327491, that provides from time to time a homeowner may be authorized to use the road for a limited purpose (e.g. deliver a large piece of furniture). "

The Non-Gondola Access Easement Agreement essentially limits construction access to times when the ski resort is not in operation and during mud season. The Non-Gondola Operating Agreement also has provisions for emergency vehicular access and for limited access after construction. The Owners and all contractors building the Rost Residence will comply with this agreement.

3. **3.2.6 Required Golf Cart Access.** The Development Agreement states: "Access on all roads, access tracts and driveways within the Project is restricted to golf carts." The Owners have included two spaces for parking golf carts within an enclosed garage.
4. **3.2.7 Maximum Number of Golf Carts.** The Development Agreement states: "Each Unit is allowed to have a maximum of two golf carts." The Owners do not intend to have more than two golf carts.
5. **3.2.10 Trash Compactor Required.** The Development Agreement requires all units to have a trash compactor to facilitate the efficient removal of trash from The Ridge. A trash compactor has been designed into the kitchen area.
6. **3.2.12 Tree Removal.** The Development Agreement requires that the Town must approve tree removal which is consistent with the CDC Fire Mitigation and Forestry Management Regulations. There are no trees present within or immediately adjacent to Unit 15.
7. **3.2.13 Landscaping Installation.** The Development Agreement requires the Owners to be responsible for installing and maintaining landscaping as required for the Landscape Buffer Area and as may be required by the CDC Landscaping Regulations. The Owners will install and maintain the landscaping as shown on the landscaping plan.
8. **3.2.13 Tree Protection and Utility Routing.** The Development Agreement states: "In order to protect trees the possibility exists that the DRB may not allow utilities servicing a Unit to be installed along the shortest route from the main utility lines to the Unit." The utility connections are planned onto the adjoining ski runs within utility easements granted to The Ridge where there are no trees.
9. **3.3 Required Actions Prior to Issuing a Building Permit.** The construction mitigation plans in the plan set will indicate no construction is allowed on Sundays and must comply with the time limits set forth in the Building Regulations (allowed 7 am to 6 pm Monday through Saturday, prohibited on Sunday and not allowed on holidays). Utility plans will be approved by the Town, SMPA and Source Gas as a part of the Design Review Process. The DRB will be reviewing and approving the stone materials for the retaining wall

facing as s part of the Design Review Process. The Ridge HOA is responsible for trash and recycling removal from The Ridge to an area where it is picked up by a local trash hauler.

**10. 3.4. Required Actions During Construction.** There are no trees in the area so tree protection is not needed. Unit 15 is located on the far south side of The Ridge and far away from the Gondola so there are no Tramway Safety Board issues. The site will be revegetated in a weed free state as required by the Landscaping Regulations. The Owners will place construction fencing around the perimeter of the construction site to ensure skier and pedestrian protection during construction. The DRB is approving the lighting plan as a part of the Design Review Process.

### **BUILDING ENVELOPE RELOCATION**

The Owners are proposing to adjust the Unit 15 boundary as shown in the plan set with the main goal to provide a better building orientation to Mount Wilson to the west. The current Unit 15 building area is 100 feet long by 75 feet wide (7,500 sq. ft.) and the proposed unit area remains at the same dimensions.

The Ridge HOA has approved the proposed Unit 15 boundary change as shown in Exhibit E. Since Unit 15 is platted as a condominium, the proposed unit boundary change is a simple adjustment as a staff subdivision (class 1 development application). We are requesting that the DRB approval for the plans include a condition that the Unit 15 boundary be adjusted by a new executed and recorded condominium map to match the approved plan set prior to the issuance of a Certificate of Occupancy to ensure the home as constructed is contained completely within the new unit boundary.

### **DESIGN REGULATIONS**

#### **Lot Coverage**

The maximum lot coverage limits set forth in CDC Section 17.3.13 do not apply to The Ridge since the Development Agreement and Master Development Plan are based on building envelopes that are now platted as condominium units. The Ridge concept is to locate buildings and driplines within the units with open areas surrounding the building envelopes.

#### **Sites Adjacent to Open Space**

CDC Section 17.5.5(D) states that:

“Prior to the review authority approving the development of a site that proposes grading, clearing, direct drainage, direct access or other direct impact (as solely determined by the review authority) onto an adjoining open space, the applicant shall submit the proposed improvements on the open space to the owner of the affected open space for review and approval.



We will be submitting the plans to TSG for a courtesy review due to the Unit 15 proximity to the two adjoining ski runs and the need for coordination, communication and potentially construction access from the ski runs. The Ridge HOA has reviewed and approved the plans as outlined in Exhibit E.

### **Specific Approvals**

The Owners are seeking the following specific approvals as allowed by the Design Regulations:

1. Roof forms less than 4:12 as shown on the plans.
2. Synthetic shake roofing as shown on the plans.
3. Window areas greater than 40 sq. ft. and 70 sq. ft. as shown on the plans.

### **Parking**

The Town Council approved a parking variance for The Ridge under Resolution No. 2003-0610-10 because The Ridge was being planned as a unique development that would have limited vehicular access, with the main access provided by the Gondola during its normal operating hours. Resolution No. 2003-0610-10 was approved with the understanding that either off-site parking would be provided on Lot 161C-R with reception area and valet service; or that parking would be provided by payment to the Parking Fund (also known as parking payment in-lieu). The Town and The Ridge developer subsequently entered into the Ridge Development Parking Performance Agreement at Reception Number 363808 ("**Parking Agreement**") that that also allowed parking to be either provided on Lot 161C-R or to be provided by a payment in-lieu. The Parking Agreement also establishes a framework for the cost of the payment in-lieu and the allowance for promissory notes for a certain period of time. The established payment in-lieu rate is \$26,000 per space with two spaces per detached condominium unit required per the past Town approvals. We are requesting that the DRB approval include a condition that the Owners enter into a payment in-lieu promissory note in the standard form set forth by the Town prior to the issuance of any building permit.

### **Water Feature**

The Owners have designed a water feature by the front entry. The water feature will be designed with a water reserve tank and/or a catch basin as required by CDC Section 17.5.9(C)(4)(h). The Owners understand that the water feature may not be filled when the Town has issued outdoor watering restrictions impacting water features.

### **DRIVEWAY STANDARD VARIATIONS**

The proposed plans are necessitating some variations to the Driveway Standards contained in CDC Section 17.6.6(B) as follows:

1. **17.6.6(B)(4) Maximum Grade.** The engineered plans are designed with a maximum driveway grade of 9.5% while the Driveway Standards set a maximum grade of 8%. We are seeking a slightly steeper driveway grade based on the 23% grade of the site. This steeper driveway transitions into a flatter

section behind the garage doors that has grades of approximately 3.5%. Locati Architects is discussing snowmelt options with the Owners and may propose snowmelt of the driveway area.

2. **17.6.6(B)(5) Fire Apparatus Access.** The Ridge as designed and planned does not allow for fire truck access. The Telluride Fire Protection District was involved with and signed off on The Ridge with a memorandum of understanding as outlined in the Development Agreement.
3. **17.6.6(B)(7)(a) Grading.** The development of Unit 15 requires retaining walls greater than five feet in height because it is not possible to stay on The Ridge Property if such short walls are used. The grading plan is calling for two retaining walls for the driveway area with maximum heights of six feet and seven feet as shown on the grading plan. Shorter wall heights with stepping in between would cause more cut and fill and also cause grading to go out onto the adjoining Butterfly Ski Run.

CDC Section 17.6.6(B)(23) states: The review authority may grant a variation to the driveway standards provided the review authority finds such exemption will not adversely affect public health, safety and welfare. We believe all of these variations do not adversely affect the public health safety and welfare.

**List of Exhibits**

| <b>Exhibit</b> | <b>Description</b>            |
|----------------|-------------------------------|
| Exhibit A      | Vicinity Map                  |
| Exhibit B      | Development Agreement         |
| Exhibit C      | 5 <sup>th</sup> Supplement    |
| Exhibit D      | The Ridge Covenant            |
| Exhibit E      | The Ridge HOA Approval Letter |

Exhibit A: Vicinity Map





DEVELOPMENT AGREEMENT  
FOR  
LOTS 161A-2, 161A-3, 161A-4, 161D-1 AND 161D-2  
(The Ridge At Telluride)

THIS DEVELOPMENT AGREEMENT ("Agreement") regarding The Ridge At Telluride Planned Community is entered into by and between the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado ("Town"), and St. Sophia Partners, LLLP, a Colorado limited liability limited partnership ("Owner").

I. RECITALS

1.1 WHEREAS, Owner is the owner of certain real property described as:

Lots 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2, Town of Mountain Village, according to the plat recorded at Reception #335478 in Plat Book 1 at page 2758-2760, ("Property").

1.2 WHEREAS, Owner submitted an application ("Application") to the Town for approval of a master development plan for the Property pursuant to the Town of Mountain Village Design Regulations ("Design Regs") dated January 9, 2001.

1.3 WHEREAS, the public hearings on the Application were preceded by publication of public notice of such hearing(s) on such dates and/or dates from which such hearings were continued, in the *Telluride Watch*, and by mailing of public notice to property owners within four hundred feet (400') of the Property, as required by the Design Regs.

1.4 WHEREAS, the terms and conditions of the final master plan approval are set forth in the letter, dated August 15, 2003, to John Horn, St. Sophia Partners, from Mollye A. Wolahan, Director of Planning, Housing and Economic Development, Town of Mountain Village, Re: Master Development Plan for Lots 161A-1R, 161A-2, 161A-3 and 161A-4, 161D-1 and 161D-2 ("Approval Letter"), a copy of the Approval Letter is attached as Exhibit RD-3.

1.5 WHEREAS, Owner will meet all requirements for final master plan approval and will address all conditions of final master plan approval as set forth by the DRB as listed in the Approval Letter.

NOW THEREFORE, the parties agree as follows:

II. CONSIDERATION

2.1 The consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Town and by the Owner, is the Town's final master plan approval for Lots 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2 for the Property upon all terms and conditions contained herein and the mutual obligations and promises set forth herein.

2.2 The Recitals and Consideration set forth above are incorporated herein as essential terms of this Agreement.

III. APPROVAL OF MASTER PLAN PLANS

3.1 The DRB or Staff/Chair has reviewed the following plans, drawings and specification for the Property which shall hereinafter be referred to collectively as the "Preliminary Plans and Specifications". The Preliminary Plans and Specifications are hereby incorporated into this Agreement by this reference. The Preliminary Plans and Specifications are being finalized for construction drawings and will require final approval from Staff and/or the Mountain Village Metropolitan District as noted in the conditions listed in the Approval Letter. Any amendments to the Preliminary Plans and Specifications shall be processed by Staff and/or the Mountain Village

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Ridge Development Agmt.

Metropolitan District in accordance with the procedures set forth in the Design Regs and Land Use Ordinance of the Town of Mountain Village.

3.1.1 Preliminary Plans and Specifications:

- a. Sheets 1 through 27 of The Ridge Infrastructure Civil Construction Plans prepared by Foley & Associates, Inc. (Note: page 3 of these plans have been intentionally deleted).

3.1.2 Prior to applying for a Building Permit, Owner will submit the following (collectively "Final Plans and Specifications") to the Mountain Village Metropolitan District for approval. Items (a) through (e), inclusive, will be stamped by a licensed engineer in the State of Colorado.

- a. Utility Plan.
- b. Drainage Plan.
- c. Grading Plan.
- d. Sanitary Sewer Profile.
- e. Common roadway plan, profile and section.
- f. Construction Staging Plan

3.2 Required Actions-Planned Community Plat. As set forth in the Approval Letter, Owner shall be required to do the following prior to recording the planned community plat:

3.2.1 Owner will record the Common Element Open Space description as a deed restriction. The Common Element Open Space description shall read as follows:

*"Common Element Open Space Tracts A tract of land owned by The Ridge At Telluride Homeowners Association, Inc., which may be used for, but is not limited to, the following: ski slopes, ski trails, ski lifts, snow making facilities or other recreational facilities, lift structures, communication receiving stations, communication transmitting stations, drainage ditches, drainage swales, drainage structures, access roads, service roads, maintenance roads, utility transmission lines, pedestrian paths, hiking and biking trails, transportation system facilities, golf cart parking lots, storm drainage systems, retaining walls, benches, snow storage, landscaping, cross-country skiing trails, golf cart access, snowcat access and all Buildings and incidental or accessory facilities related to any of the above-described Uses. No Use shall be allowed on these tracts that is incompatible with the general resort nature of the Town as determined by the DRB and the Town Council." (2)*

3.2.2 Owner will work with the Town's legal counsel to create the appropriate easements needed for the Mountain Village Metropolitan District and the Town of Mountain Village as necessary for utilities and access. (3)

3.2.3 Owner will inform all buyers of the Ridge Line lots that any subsequent development requires (i) the approval of the Town of Mountain Village Design Review Board and (ii) review by the Town of Telluride and San Miguel County Planning Departments pursuant to the First Amended and Restated Development Covenant For Lots 161A, 161A-1, 161B, 161D and Adjacent Active Open Space, Town of Mountain Village, recorded at Reception #329093 at pages 12 through 21. To accomplish this the following language will be included in the planned community documents: (15)

*"All development within the Project requires (i) the approval of the Town of Mountain Village Design Review Board and (ii) review by the Town of Telluride and San Miguel County Planning Departments pursuant to the First Amended and Restated Development Covenant For Lots 161A, 161A-1, 161B, 161D and Adjacent Active Open Space, Town of Mountain Village, recorded at Reception #329093 at pages 12 through 21."*

3.2.4 The DRB stated clearly to Owner that the DRB would not allow future development and construction, including hardscape, decks, and all improvements, outside of the building envelopes. Owner will submit to DRB Staff and Legal Counsel a definition of "Development" for approval. Owner will state this restriction along with the definition of "Development" in the recorded condominium documents. To accomplish this the following language will be included in the planned community documents: (17)

*"Development. Development shall mean any of the following activities for which permission may be required from the Town of Mountain Village pursuant to its Land Use Ordinance or Design Regulations: (a) the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any buildings, structures, or accessory structures; (b) any use or change in use of any buildings, land, or water; (c) any clearing, grading or other movement of land; (d) any dredging, filling, grading, paving, excavation, or drilling operations; (e) the storage, deposition, or excavation of materials or (f) landscaping or hardscaping."*

3.2.5 Owner has represented that the use of the access road from the base of the mountain to the Ridge Line Lots will receive minimal use from private construction and HOA vehicles. Owner represented that private owner vehicles would not be allowed access to the Ridge Line Lots except in limited instances pursuant to the Non-Gondola Access Easement Agreement, recorded on July 14, 2001 at Reception #327491, that provides from time to time a homeowner may be authorized to use the road for a limited purpose (e.g. deliver a large piece of furniture). To accomplish this the following language will be included in the planned community documents: (18)

*"The access road from the base of the mountain to the Project will receive minimal use from private construction and Association vehicles. Owner's vehicles will not be allowed access to the Ridge Line Lots except in limited instances pursuant to the Non-Gondola Access Easement Agreement, recorded on July 14, 2001 at Reception #327491, that provides from time to time a homeowner may be authorized to use the road for a limited purpose (e.g. deliver a large piece of furniture)."*

3.2.6 Owner has represented that the vehicle access to the proposed development is restricted to golf carts as specified in the Application submitted for the DRB review. Owner shall include a provision in the planned community declaration the states this requirement. To accomplish this the following language will be included in the planned community documents: (19)

*"Access on all roads, access tracts and driveways within the Project is restricted to golf carts."*

3.2.7 Each detached condominium unit is allowed to have a maximum of two golf carts. Owner shall include a provision in the planned community declaration the states this requirement. To accomplish this the following language will be included in the planned community documents: (20)

*"Each Unit is allowed to have a maximum of two golf carts."*

3.2.8 The filing of the condominium map and documents will trigger the requirement for the density that is not to be used as part of the approved Master Development Plan (435 density, 145 condominium units) to be transferred off of 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2 to the Density Bank or an approved lot. (22)

3.2.9 Owner will enter into a development agreement prior to receiving a Building Permit for any of the Master Development Plan improvements, which will incorporate the conditions of Master Development Plan approval and include provisions for the escrow of funds necessary to complete the approved infrastructure and amenity improvements, with the Town of Mountain Village and the Metro District. Owner will cause funds to be escrowed for the full dollar amount of the infrastructure improvements upon the closing of the first sale of a Detached Condominium Lot ("First Sale"). Construction of the infrastructure improvements will begin during the first full summer following the First Sale. The full summer season is defined as May 1 to October 31. Owner will complete construction of the infrastructure



improvements within two consecutive full summer seasons. If the infrastructure improvements are not completed within this time frame, the Town of Mountain Village will use the escrowed funds to complete the necessary improvements. (24)

3.2.10 The Owner has stated that all detached condominiums will be required to have a trash compactor. Owner shall include a provision in the planned community declaration that states this requirement. To accomplish this the following language will be included in the planned community documents: (31)

*"All Units will be required to have a trash compactor."*

3.2.11 The Owner will include a provision in the recorded condominium documents that requires a landscape buffer be created in and around Lots 13,14,15,17 and 21 as represented to and by the DRB. This provision shall stipulate that if the owners of these lots do not complete the required buffer, then the HOA will be responsible to do so. This landscape buffer should include berms as well as trees and vegetation. This requirement, to be included in the recorded condominium documents, shall require that a portion of the building envelope along the ski run be restricted to landscaping. This landscape buffer shall be included and drawn on the recorded condominium map and a copy of this map shall be made a part of the development agreement. The definition of the landscape buffer shall also be included in the development agreement. To accomplish this the following language will be included in the planned community documents: (32)

*"Landscape Buffer. "Landscape Buffer" shall mean the landscape buffer to be created on and around Units 13,14,15,17 and 21 in the areas shown on this Plat and supplements hereto. If the Owners of these Units do not complete the required buffer improvements, then The Ridge At Telluride Homeowners Association, Inc. will be responsible to do so. The Landscape Buffer may contain such things that include but are not limited to berms, trees, walls, fences and vegetation. The purpose of the Landscape Buffer is to provide a buffer area between the adjacent ski run and the Development on the applicable Unit. If the DRB determines that an adequate buffer has been created, then structures and other improvements may be located in the balance of the Landscape Buffer."*

3.2.12 The Owner will include in the recorded condominium documents the requirement that any tree removal requires the approval of the Town of Mountain Village. The following language was approved by the DRB.

*"Town Must Approve Tree Removal. Trees may not be removed from any property without the prior approval of the Town of Mountain Village."* (33)

3.2.13 Owner shall be responsible for the installation of the required irrigation and landscaping pursuant to the landscaping plan that will be submitted pursuant to paragraph 3.4.5 below and Section 9-4 of the Design Regulations regarding a plant guarantee. However, Owner may assign the responsibility to maintain the landscaping and irrigation systems after installation to the Ridge At Telluride Homeowners Association, Inc., provided, however, that Owner shall remain responsible for the landscaping for two years following installation pursuant to Section 9-4 of the Design Regulations.

3.2.14 The Owner will note in the recorded condominium documents that there is the possibility that utilities may not be installed along the shortest route in order to protect trees. To accomplish this the following language will be included in the planned community documents: (7)

*"In order to protect trees the possibility exists that the DRB may not allow utilities servicing a Unit to be installed along the shortest route from the main utility lines to the Unit."*

3.2.14 The Owner will include a provision in the recorded planned community documents that prohibits the provisions to be included in the planned community documents pursuant to this agreement from being modified or deleted without the approval of Town.

3.3 Required Actions-Building Permit. As set forth in the Approval Letter, Owner shall be required to do the following prior to issuance of the building permit for the Public Improvements:

3.3.1 Owner will indicate on the Final Construction Staging Plan that heavy construction/noise is not allowed on Sundays. (5)

3.3.2 Owner must address the issues raised by Kinder Morgan prior to receiving a Building Permit. (10)

3.3.3 Owner must have a Utility Plan approved by SMPA prior to receiving a Building Permit. (11)

3.3.4 Pursuant to Section 2-902 of the Design Regulations, the Owner will pay all outstanding fees owed to the entities of Mountain Village prior to receiving a Building Permit. (36)

3.3.5 The Owner will submit two Construction Staging Plans – one for infrastructure improvements and one for detached condominium development --- to the Building Department for review and approval. The Construction Staging Plans will include the limits of tree removal and method tree protection to be used during the construction. (4)

3.3.6 The Owner must receive the approval of the Building Department for the proposed construction method of the tunnels including ventilation, lighting and fire suppression. (6)

3.3.7 The Owner must receive Metro District approval on the proposed Drainage, Grading, Roadway and Utility Plans. (7)

3.3.8 The Owner will submit the natural stone, retaining wall finishes to the DRB for approval prior to submitting an Application for a Building Permit. (29)

3.3.9 The Owner will receive Metro District approval for the final proposed trash removal plan prior to receiving a Building Permit. (34)

3.4 Required Actions-During Construction. As set forth in the Approval Letter, Owner shall be required to do the following during construction of the Public Improvements:

3.4.1 Owner will locate all utilities around the location of trees whenever feasible in order to preserve as many trees as possible. (8)

3.4.2 Owner, and future owners, will comply with the conditions of the Metro District and Building Department to insure compliance with the Colorado Tramway Safety Board requirements during construction of the proposed development. (9)

3.4.3 Owner will comply with Section 9-109 of the Design Regulations regarding noxious weeds and state compliance with this section in the Landscape Plan submitted to Staff for a Building Permit. (16)

3.4.4 During construction, Owner will place chain link fencing along cuts into individual sites when these building sites are along a tree line. (26)

3.4.5 The Owner must submit a Landscape Plan to the DRB for approval. The Landscape Plan will be submitted after the roads have been roughed in and the retaining walls substantially complete, excluding rock facing. (12)

3.4.6 The Owner will submit a detailed lighting plan to the DRB for approval prior to installation of any lighting. The lighting plan will be submitted after the roads have been roughed in. This lighting plan is subject to the Design Regulations and restrictive covenants governing Ridge Line Lot development. (28)

3.4.7 The Owner stated for the record that any construction equipment to be used during the construction of the infrastructure improvements or building sites can avoid the gondola line and tree lines during construction. (35)

3.5 Required Actions-Certificate of Occupancy. As set forth in the Approval Letter, Owner shall be required to do the following prior to issuance of the certificate of occupancy for the Public Improvements:

3.5.1 Owner must comply with all of the requirements set forth by the TFPD in the "Fire and Emergency Medical Memorandum of Understanding". (13)

3.5.2 Owner must comply with the conditions set forth by the Mountain Village Police Department including the additional conditions noted in this review. (14)

3.5.3 The DRB understands from representations made by Owner that the completion of the Ridge building will be included as part of the infrastructure improvements to be completed by the developer. (21)

3.5.4 Any trails that need to be relocated will be done so at the expense of Owner and to the standards and specifications set forth by the Metro District. No trails are to be eliminated without Metro District approval. (23)

3.5.5 Owner will comply with the outstanding conditions of the TCO for the existing Ridge Building that can be implemented without being damaged by future construction on the Ridge, prior to receiving a Development Permit for the Master Development Plan for the Ridge Line Lots. (25)

3.5.6 Owner has noted that the cart paths will be snow-melted as proposed in the Application submitted for DRB review. (27)

3.5.7 Future development of the spa building and completion of the Ridge building will require the approval of the DRB and be subject to the Design Regulations governing Ridge Line Lot development. (30)

3.5.8 All representations of the Owner, whether within the submittal or at the DRB hearing, are conditions of this approval. (38)

3.5.9 The Owner must have all utilities field verified. (7)

3.6 Required Actions-Completed. As set forth in the Approval Letter, Owner was required to do the following and has completed this requirement:

3.6.1 This approval is subject to agreements being reached between the Owner and the Metro District regarding contributions to the Parking Fund. This requirement has been met. (37)

#### IV. PUBLIC IMPROVEMENTS

#### 4. CONSTRUCTION OF PUBLIC IMPROVEMENTS

4.1 CONSTRUCTION OF PUBLIC IMPROVEMENTS. The Owner agrees to complete, at Owner's sole cost and expense, the construction of those certain public improvements set forth below ("Public Improvements") and as more fully detailed in the Final Plans and Specifications.

4.1.1 Access ways, excluding driveways.

4.1.2 Metro District relocated hiking trail.

4.1.3 Complete Ridge Building pursuant to plans approved by the Design Review Board approved on March 11, 2004.

4.1.4 Landscaping pursuant to plans to be approved by the Design Review Board.



- 4.1.5 Electric, gas, telephone, sewer, cable television and water utilities.
- 4.1.6 Master grading of Lots 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2.
- 4.1.7 Lampposts.
- 4.1.8 Retaining walls.
- 4.1.9 Drainage structures.
- 4.1.10 Ski trail through Lots 161A-3 and 161A-4.

4.2 OWNER'S CONSTRUCTION OBLIGATION AND STANDARDS. The Owner shall construct and complete all required Public Improvements in accordance with this Agreement, and the Final Plans and Specifications and in compliance with all laws, regulations, standards, specifications and requirements of the United States, the State of Colorado, the Town of Mountain Village, the Telluride Fire Protection District, Metro Services, Mountain Village Metropolitan District and all their pertinent agencies.

4.3 COMPLETION OF PUBLIC IMPROVEMENTS. Construction of the Public Improvements, as described in Section 4.1, shall begin during the first full summer following the first sale of a detached condominium lot from the Property. The full summer season is defined as May 1 to October 31. The Public Improvements shall be completed within two consecutive full summer seasons. If the Public Improvements are not completed within this time frame, the Town of Mountain Village shall be entitled to draw upon the Collateral, as described in Sections 4.4 and 4.5, to complete the Public Improvements. Certificates of Occupancy and Building Permits for the detached condominium lots and/or the Public Improvements may be withheld if (i) Public Improvements are not completed within the requisite timeframe and (ii) the public health, safety or welfare is endangered as a result of the failure to complete with in the requisite timeframe.

4.4 COLLATERAL.

4.4.1 To secure and guarantee performance of its obligations as set forth herein, Owner shall provide collateral ("Collateral") to the Town in the total amount of **\$10,697,341.22**, which amount is based on the estimates provided by Owner as set forth in Exhibit RD-1, attached hereto and incorporated herein by this reference, as follows:

A. Owner shall secure a construction loan from the Community First Bank ("Bank") which loan shall expressly provide for the disbursement of funds to Owner for the construction of the Public Improvements ("Construction Loan"). Owner shall provide the Town with a copy of the loan commitment from the Bank prior to and as a condition of the receipt of a building permit from the Town for the construction of the Public Improvements.

B. Prior to and as a condition of the receipt of a building permit from the Town for the construction of the Public Improvements, Owner shall establish two accounts with the Bank for the benefit of the Town. In one account ("Controlled Account") Owner shall be required to deposit the "Net Proceeds" from each of the detached condominium lot sales from the Property into the Account until the amount of the Account plus the total of the Construction Loan disbursements for construction of the Public Improvements equals **\$10,697,341.22**. "Net Proceeds" shall be defined as the gross sales price minus only those costs payable by Owner for real estate commissions, title insurance, title company and closing costs. The second account ("Checking Account") will be funded from the Collateral Account and will be the account from which the checks are paid for work performed. The Control Account and the Checking Account shall collectively be referred to as the "Accounts". No disbursement will be written from the Controlled Account unless it has been previously approved by the Town and the Bank. The Owner shall be the only authorized signatory on the Checking Account. Interest from both accounts, if any, shall accrue to the benefit of the Owner.; and

4.4.2 The source of funds to pay for the actual construction of the Public Improvements shall be as follows:

A. Construction Loan proceeds shall be disbursed until such time as the amount of the Controlled Account plus the amount of the Construction Loan proceeds disbursed for the construction of the Public Improvements equals \$10,697,341.22. For example, if the total amount in the Controlled Account equals \$4,000,000.00, the Construction Loan must be drawn upon until the amount of the Construction Loan disbursements allocated for the Public Improvements equals \$6,697,341.22.

B. The funds in the Accounts may only be drawn upon by Owner to pay for the Public Improvements at such time as the total amount contained in the Controlled Account plus the total amount of the Construction Loan disbursements allocated for the construction of the Public Improvements equals \$10,697,341.22.

4.4.3 In order to process requests for disbursements from either the Construction Loan or the Accounts (subject to the conditions of paragraph 4.4.2 above), Owner shall comply with the following requirements:

A. Owner shall submit to both the Town and the Bank a written disbursement request while shall include, without limitation, (i) a construction progress report prepared or approved by the Bank's designated inspector, (ii) reconciliation of the amounts previously disbursed from the Construction Loan for the construction of the Public Improvements and the current amount of the Account, and (iii) copies of invoices from Owner's construction contractor(s) and/or subcontractors for the subject work ("Disbursement Request") for review and approval by (x) William Mahoney, Jr. or his designee on behalf of the Town and (y) the Bank.

B. Only upon the written approval of the Disbursement Request by the Town and Bank and subject to the conditions of paragraph 4.4.2 above, shall the Bank be authorized to disburse the requisite proceeds from the Construction Loan or the Controlled Account for payment directly to the Owner's construction contractor(s) or subcontractor's or transferred to the Checking Account.

4.4.4 If at any time the balance of the Controlled Account and the amount disbursed from the Construction Loan is not sufficient to provide for the payment of the remaining Public Improvements, the Owner shall be required to deposit additional funds into the Controlled Account in an amount sufficient to pay for the remaining Public Improvements. Owner shall use the Collateral solely to pay for the construction of the Public Improvements; however, after completion of the Public Improvements any excess funds shall remain the property of Owner and may be used by Owner or returned to Owner, in Owner's sole discretion.

4.5 USE OF COLLATERAL BY TOWN. If the Town Manager determines that reasonable grounds exist to believe that the Owner is failing or will fail to construct or install the Public Improvements as required by this Agreement, the Town Manager shall notify the Owner in writing and send by registered mail, return receipt requested that: (i) the Town intends to draw on the Accounts for the purpose of completing the Public Improvements; (ii) the specific reasons therefore; and (iii) Owner may request a hearing before the Town Council on the matter, such request to be made no less than fifteen (15) days from the date of the notice. Should a hearing not be requested within (15) fifteen days, or should the Town Council conduct a hearing and thereafter determine that the Owner is failing or has failed to satisfactorily install the required Public Improvements, the Town may thereafter draw on the Account as necessary solely for purposes of paying for the costs of constructing the Public Improvements. In such event the Town shall be entitled to recover such costs as are reasonable to administer the construction of the Public Improvements.

#### 4.6 APPROVAL AND ACCEPTANCE OF IMPROVEMENTS.

4.6.1 Upon completion of all of the Public Improvements Owner shall notify the Town Manager in writing and request inspection. The Town Building Official and/or Metro District shall promptly inspect all such Public Improvements within thirty (30) days after the date of Owner's request and promptly notify the Owner in writing of non-approval or approval. If such Public Improvements are not acceptable, the reasons for non-acceptance (which shall be limited to the failure of the Public Improvements to have been constructed in accordance with this Agreement and the Plans and Specifications) shall be stated and corrective measures shall be outlined in a written notice by the Town Building Official. The Owner shall thereafter undertake reasonable measures to correct the Public Improvements and upon completion thereof Owner shall request a re-inspection of the Public Improvements. The Building Official and/or Metro District shall not be required to make inspections during any period when climatic conditions make thorough inspections impractical.

4.6.2 Acceptance of water, sewer and cable television improvements by Metro District Board of Directors shall be a condition of the fulfillment of Owner's obligations under this agreement. Upon acceptance of all of the water, sewer and cable television improvements by the Metro District Board of Directors, the Town shall release the collateral posted by the Owner for these improvements and thereafter Metro District shall assume normal maintenance responsibilities for the water, sewer and cable television improvements.

4.7 Owner shall warrant to the Town and Metro District the quality, workmanship and function of all the water, sewer and cable television improvements for a period of two (2) years after Final Acceptance by the Metro District Board of Directors, or until July 1 of the year during which the second winter terminates after Final Acceptance by the Metro District Board of Directors, which ever is greater.

4.8 Owner agrees to repair any existing improvements or facilities damaged during construction and such other items as the Town Manager or Town Building Official or Metro District deems reasonably appropriate as a result of an act or omission of the Owner or any of its employees, agents or independent contractors.

#### V. MISCELLANEOUS

5.1 REMEDIES FOR BREACH OR DEFAULT. In the event Owner, or its successor in interest, should fail to perform or adhere to its obligations as set forth herein, and such failure continues for a period of thirty (30) days after the Owner receives written notice by registered mail, return receipt requested from the Town describing the failure in reasonable detail, then the Town shall have the following remedies against the Owner, or its successors and assigns, which remedies are cumulative and non-exclusive:

5.1.1 Specific performance;

5.1.2 Injunctive relief, both mandatory and or prohibitory;

5.1.3 Denial, withholding, or cancellation of any building permit or any other authorization authorizing or implementing the development of the Property and/or any structure or improvement to be constructed on the Property.

5.2 INDEMNITY. Except as otherwise set forth herein, the Owner shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and reasonable attorney's fees that may arise out of or result directly or indirectly from the Owner's failure to comply with the terms and conditions of this Agreement, including without limitation, Owner's defective design or construction of the Public Improvements or Owner's failure to construct or complete the same. After inspection and acceptance by the Metro District Board of Directors, and after expiration of any applicable warranty period entered into by Owner with the Town, this agreement of indemnity shall expire and be of no future force or effect.



5.3 ATTORNEY FEES. In the event of any action, proceeding or litigation between the Town and the Owner concerning this Agreement, the prevailing party shall be entitled to collect its reasonable legal fees and costs, including the reasonable value of salaried attorneys' time. Any state court litigation to enforce the terms of this Agreement shall be commenced in San Miguel County, Colorado and venue shall be restricted to such county.

5.4 BINDING EFFECT. This Agreement shall extend to, inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Owner, its successors (including subsequent owners of the Property, or any part thereof, or the Ridge At Telluride Homeowners Association, Inc., or both), legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Owner or their successors and assigns; or (b) expiration of the term hereof. Upon the conveyance of the Property by St. Sophia Partners, LLLP to a different entity or person, and provided that the Owner is not in default hereunder at the time of conveyance, then upon the conveyance of the Property the Owner shall have no liability under this Agreement for any act or omission occurring after the date of such conveyance; provided, that the third party transferee shall assume all liability for any act or omission arising under this Agreement.

5.5 AUTHORIZATION. The parties hereto warrant they are fully authorized to execute this Agreement and have taken all actions necessary to obtain such authorization.

5.6 NOTICES. Notice. All notices, demands, or writings in this agreement provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when personally delivered to the person, person's home or place of business, or faxed in writing or made in writing and deposited in UPS or Federal Express next business day courier service with postage prepaid, or emailed and addressed to the party at the following addresses:

To Town:  
Kathy Mahoney  
Town Manager  
Town of Mountain Village  
113 Lost Creek Lane  
Mountain Village, Colorado 81435  
Fax: 970-728-7577

To Owner:  
St. Sophia Partners, LLLP  
c/o John J. Horn  
PO Box 518  
261 Country Club Dr.  
Telluride, CO 81435  
Tele: 970-728-5677  
Fax: 970-728-8315

The address to which any notice, demand, or writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

5.7 SEVERABILITY. If any term or provision or article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.8 DEFINED TERMS. All capitalized but undefined terms used in this Agreement shall have the meanings set forth in the LUO and/or Design Regulations.

5.9 EXHIBITS AND ATTACHMENTS. All exhibits and attachments to this Agreement shall be incorporated herein and deemed a part of this Agreement.

5.10 NO ERRORS OR VIOLATIONS. Per Sections 2-1207 and 2-1207-2 of the Town of Mountain Village Design Regulations, this approval does not allow any violation to the LUO and/or Design Regulations or imply approval of any errors that may be contained in this application that violate the LUO and/or the Design Regulations. (39)

VI. TOWN/METRO DISTRICT APPROVAL

6.1 Subject to the conditions herein, Town does hereby finally approve this Agreement and the Plans and Specifications. These instruments shall constitute the complete approval for the Property. The map for the planned community and this Agreement shall be recorded, at the Owner's expense, in the records of the San Miguel County Clerk and Recorder and shall run with the Property. The Plans and Specifications shall be filed of record with the Town of Mountain Village Department of Planning and Design Review.

IN WITNESS THEREOF, this Agreement is approved, covenanted, agreed to and executed this 1<sup>st</sup> day of April, 2004.

TOWN OF MOUNTAIN VILLAGE

By: Davis Fansler  
Davis Fansler, Mayor

By: Kathy Mahoney  
Kathy Mahoney, Town Manager

St. Sophia Partners, LLLP, a Colorado limited liability limited partnership,

By: John J. Horn  
John J. Horn, Chief Operating Officer

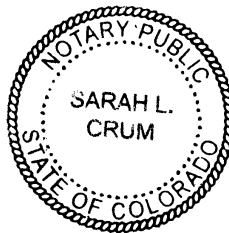
State of Colorado  
County of San Miguel

Subscribed to and acknowledged before me this 1<sup>st</sup> day of April, 2004 by John J. Horn as Chief Operating Officer of St. Sophia Partners, LLLP, a Colorado limited liability limited partnership..

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

My Commission Expires 08-22-06

Sarah L. Crum  
Notary Public

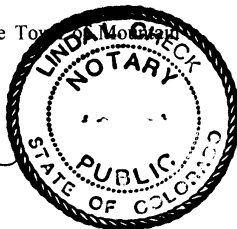


State of Colorado  
County of San Miguel

Subscribed, sworn to and acknowledged before me by Davis Fansler, Mayor of the Town of Mountain Village, Colorado on this 1<sup>st</sup> day of April, 2004.

Witness my hand and seal.  
My commission expires: 03-15-07

Linda R. Check  
Notary Public

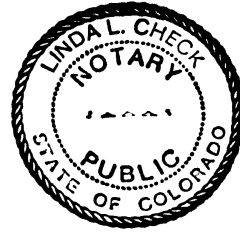


State of Colorado  
County of San Miguel

Subscribed, sworn to and acknowledged before me by Kathy Mahoney, Town Manager, Town of Mountain Village, Colorado on this 1<sup>st</sup> day of April, 2004.

Witness my hand and seal.  
My commission expires: 03-15-07

Linda L. Check  
Notary Public



MOUNTAIN VILLAGE METROPOLITAN DISTRICT:

Mountain Village Metropolitan District

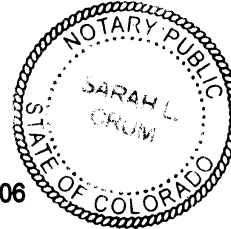
ATTEST:

By: Philip  
Date: 4/1/04  
Philip Evans, Sec/Treas.

By: Linda L. Check  
Date: 04/01/04  
Linda Check, Assistant Manager

By: Kathy Mahoney  
Kathy Mahoney, District Manager

Date: 4/1/04



STATE OF Colorado )  
County of San Miguel ) SS.  
TOWN OF Mountain Village )

My Commission Expires 08-22-06

The foregoing signature was acknowledged before me this 1<sup>st</sup> day of April, 2004 by Philip Evans, as Sec/Treas. of Mountain Village Metropolitan District.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

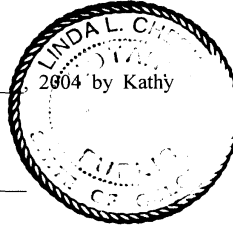
Sarah L. Crum  
Notary Public

STATE OF Colorado )  
County of San Miguel ) SS.  
TOWN OF Mountain Village )

The foregoing signature was acknowledged before me this 1<sup>st</sup> day of April, 2004 by Kathy Mahoney, as the District Manager of the Mountain Village Metropolitan District.

Witness my hand and official seal.  
My commission expires: 03-15-07

Linda L. Check  
Notary Public



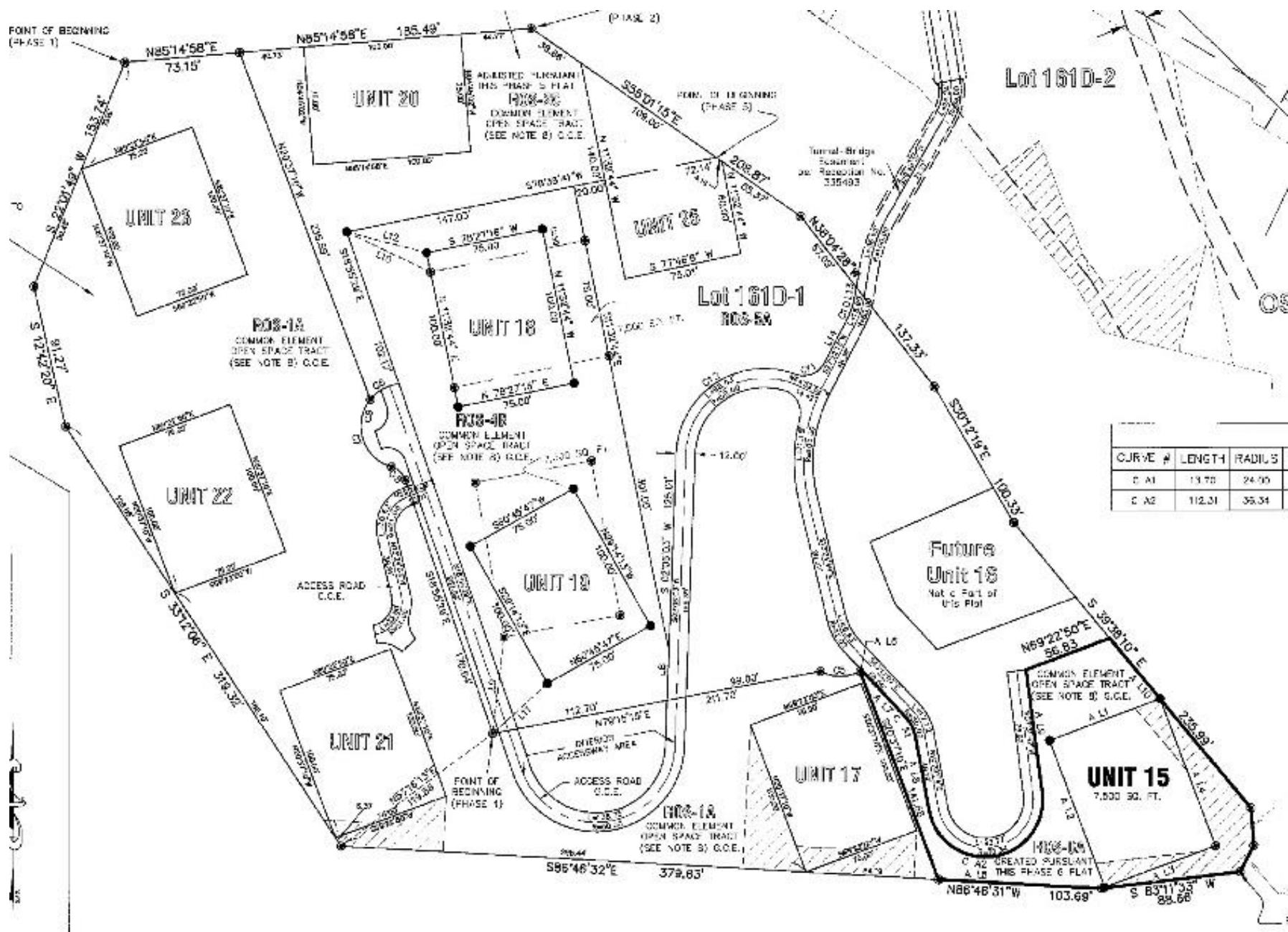
Community First ~~Bank~~ <sup>National</sup> represents and warrants to the Town of Mountain Village that it acknowledges, approves and agrees to be bound by the provisions of Paragraph 4 that pertain to Community First ~~Bank~~ <sup>National</sup>. Community First ~~Bank~~ <sup>National</sup> further agrees and acknowledges that the Town of Mountain Village is relying on such representations and warranties as a material inducement in agreeing to the provisions of Paragraph 4. Community First shall not release any proceeds from the Controlled Account or the Construction Loan pertaining to the construction of the Public Improvements without the written consent of the Town as set forth in 4.4.3(B) above. COMMUNITY FIRST ~~NATIONAL BANK~~ <sup>NATIONAL</sup> UNDERSTANDS AND AGREES THAT IF COMMUNITY FIRST ~~BANK~~ <sup>NATIONAL</sup> DOES NOT COMPLY WITH THE REQUIREMENTS OF PARAGRAPH 4 THE TOWN SHALL HAVE A CLAIM AGAINST COMMUNITY FIRST ~~BANK~~ <sup>NATIONAL</sup> FOR, AMONG OTHER THINGS, BREACH OF CONTRACT.

Community First National Bank  
By: Terry Hedd  
Senior VP



List of Exhibits

| Exhibit # | Name   |
|-----------|--|
| RD-1      | Public Improvements Cost Estimate  |
| RD-2      | Sheets 1 through 27 of The Ridge Infrastructure Civil Construction Plans prepared by Foley & Associates, Inc. (Note: page 3 of these plans have been intentionally deleted).   |
| RD-3      | Letter, dated August 15, 2003, to John Horn, St. Sophia Partners, from Mollye A. Wolahan, Director of Planning, Housing and Economic Development, Town of Mountain Village, Re: Master Development Plan for Lots 161A-1R, 161A-2, 161A-3 and 161A-4, 161D-1 and 161D-2 ("Approval Letter") |



| CURVE # | LENGTH | RADIUS |
|---------|--------|--------|
| C A1    | 13.70  | 24.90  |
| C A2    | 112.31 | 35.34  |

**EXHIBIT B**

**FIRST AMENDED AND RESTATED DEVELOPMENT COVENANT  
FOR LOTS 161A, 161A-1, 161B, 161D AND ADJACENT ACTIVE OPEN SPACE,  
TOWN OF MOUNTAIN VILLAGE, COLORADO**

**THIS FIRST AMENDED AND RESTATED DEVELOPMENT COVENANT** (this "Ridgeline Covenant") is entered into between **TELLURIDE SKI & GOLF COMPANY, LLLP**, a Colorado limited liability limited partnership ("Telski"), the **SAN MIGUEL COUNTY, COLORADO, BOARD OF COUNTY COMMISSIONERS** (the "County"), **ST. SOPHIA PARTNERS, LLLP**, a Colorado limited liability limited partnership ("St. Sophia"), and the **TOWN OF MOUNTAIN VILLAGE, COLORADO** (the "Town").

**RECITALS**

- A. Telski and the County are parties to the Development Covenant for Lots 161A, 161B, 161D and Adjacent Active Open Space, Mountain Village Planned Unit Development as recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Book 504 at Page 744 (the "Development Covenant"). County Resolution 1993-6, authorizing the County to execute the Development Covenant, is recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Book 504 at Page 737 ("Resolution 1993-6").
- B. Subsequent to January 13, 1993, the Town incorporated in what was previously an unincorporated area of San Miguel County, Colorado.
- C. St. Sophia is now the owner of the following described real property (the "Current St. Sophia Property"):
  - (i) Lot 161A, Telluride Mountain Village, according to the final plat recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Plat Book 1 at Page 2193.
  - (ii) Lot 161D, Telluride Mountain Village, according to the final plat recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Plat Book 1 at Page 1403.
- D. Telski is the owner of the following described real property (the "Current Telski Property"):
  - (i) Lot 161A-1, Telluride Mountain Village, according to the final plat recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Plat Book 1 at Page 2193.
  - (ii) Lot 161B, Telluride Mountain Village, according to the final plat recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Plat Book 1 at Page 1403.
  - (iii) Active Open Space Tract OSP-49, according to the final plat as amended and recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Plat Book 1 at Page 1403.



- E. The Current St. Sophia Property is encumbered by the following deeds of trust:
- (i) Deed of trust for the benefit of Warren William Lovell, III, Robert Pickering and the J. Robert Pickering Charitable Remainder Trust as recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Book 539 at Page 341.
  - (ii) Deed of trust for the benefit of William Warren Lovell, III and Connie M. Pickering as recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Book 544 at Page 951.
  - (iii) Deed of trust for the benefit of David Iverson, et al. as recorded in the office of the San Miguel County, Colorado, Clerk and Recorder at Reception No. 325420.
- F. The Current Telski Property is encumbered by the following deed of trust:
- (i) Deed of trust for the benefit of U.S. Bank National Association as recorded in the office of the San Miguel County, Colorado, Clerk and Recorder at Reception No. 319935.
- G. The Town, St. Sophia and Telski anticipate that a replat ("Replat") of the St. Sophia Property and the Telski Property will be recorded with the San Miguel County, Colorado, Clerk and Recorder in the form approved by the Town on February 23, 1999.
- H. Subsequent to the recordation of the Replat and certain related real property conveyances between St. Sophia and Telski, it is anticipated that St. Sophia will be the owner of the following described real property (the "Anticipated St. Sophia Property"):
- (i) Lots 161A-2, 161A-3 and 161A-4, as shown on the Replat;
  - (ii) Lots 161D-1 and 161D-2, as shown on the Replat; and
  - (iii) Active open space Tract OS161R-3, as shown on the Replat.
- I. Subsequent to the recordation of the Replat and certain related real property conveyances between St. Sophia and Telski, it is anticipated that Telski will be the owner of the following described real property (the "Anticipated Telski Property"):
- (i) 161A-1R, as shown on the Replat; and
  - (ii) Active open space Tracts OS161-R1, OS161-R2 and OSP-49, as shown on the Replat.
- J. The Current St. Sophia Property and the Current Telski Property (or subsequent to the Replat, the Anticipated St. Sophia Property and the Anticipated Telski Property) are referred to herein collectively as the "Ridgeline Properties".
- K. The parties desire to enter into this Ridgeline Covenant to set forth the rights and obligations of the parties with respect hereto and to assure that the Ridgeline Properties shall be improved, occupied, owned, conveyed, encumbered, leased and used subject to the covenants, conditions, restrictions, undertakings and equitable servitudes described herein.

NOW, THEREFORE, the parties covenant and agree as follows:

1. **Replacement and Consent.** The provisions of this Ridgeline Covenant supersede and replace the Development Covenant and Resolution 1993-6 in their entirety, except that as to each of the Deeds of Trust described in Recital E hereto and any modifications or extensions thereof, the parties agree that the Development Covenant and Resolution 1993-6 shall remain and continue to be a senior covenant and encumbrance upon the Ridgeline Properties until the earlier of such time as the liens of all such Deeds of Trust, and any modifications or extensions thereof are released or extinguished, or such time as all of the beneficiaries of such Deeds of Trust have recorded in the office of the Clerk and Recorder for San Miguel County consents to this Ridgeline Covenant which subordinate the liens of such Deeds of Trust to this Ridgeline Covenant. Any person acquiring title to any of the Ridgeline Properties through foreclosure of any of the Deeds of Trust described in Recital E hereto, or through any conveyance in lieu of such foreclosure, shall take title to such Ridgeline Properties subject the covenants, conditions, restrictions and provisions of the Development Covenant and Resolution 1993-6 unless the consents contemplated by this paragraph have been duly recorded, in which event the person acquiring title to the Ridgeline Properties shall take title subject to the covenants, conditions, restrictions and provisions of this Ridgeline Covenant.
  
2. **General Objective.** All improvements, including, but not limited to all structures, constructed on the Ridgeline Properties shall conform to the applicable requirements and restrictions set forth herein. All structures, improvements and lighting on the Ridgeline Properties shall be constructed, operated, and maintained so that they shall not be visible from or extend into the View Plane described herein below, excluding the structure which received final plan approval by the Town Design Review Board on April 29, 1999, for development on the Current Telski Property (i.e., Lot 161A-1 and Tract OSP-49 or, subsequent to the Replat, Lot 161A-1R and OS 161-R1) (the "Ridge Club Building"). The final development plans approved by the Town Design Review Board on April 29, 1999 together with the Ridge Club Building Landscape Plan, dated July 1, 1999 and the Ridge Club Site Plan, dated July 1, 1999, which have also received County review and approval, shall be collectively referred to hereafter as the "Approved Plans."
  
3. **Modifications to Ridge Club Building.** The Ridge Club Building shall be constructed in full compliance with the Approved Plans. Any modifications of the Ridge Club Building shall be subject to this Covenant. However, in no event shall the Ridge Club Building, including any modifications thereto, exceed the maximum height of thirty-five (35) feet along the ridgeline, as measured in accordance with Section 8.2 of the Town's Land Use Ordinance in effect on the date of execution of this Ridgeline Covenant, a copy of Section 8.2 of the Town's Land Use Ordinance is attached hereto and incorporated herein by reference as **Exhibit B-1**.
  
4. **Height limits on Lots 161A, 161A-1, 161B and 161D.** Except for the Ridge Club Building, all improvements constructed on Lots 161A, 161A-1, 161B and 161D (or, subsequent to the Replat, Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2) shall have a maximum height limit of the lesser of (i) forty-five (45) feet or (ii) the maximum height allowed pursuant to the View Plane Limitations described below. For the purposes of clause (i) above, the height of any such improvements shall be measured in accordance with Section 8.2 of the Town's Land Use Ordinance as in effect on the date of the execution of this Ridgeline Covenant, a copy of which is attached hereto and incorporated herein by reference as **Exhibit B-1**.

5. **View Plane Limitations for Development on Lots 161A, 161A-1, 161B, and 161D.** Development on Lots 161A, 161A-1, 161B and 161D (or, subsequent to the Replat, Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2), excluding the Ridge Club Building, shall be located such that, under no circumstances, shall any lighting or any part of any structure extend into the view plane (the "View Plane") shown on the Coonskin View Plane drawing prepared by Jacobsen Associates and dated July 21, 1999, as recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Plat Book 1 at Page 2601.
6. **View Plane Limitation Review.** Prior to the Town's issuance of any development approvals and/or building permits for any improvements to be located on Lots 161A, 161A-1, 161B, 161D (or, subsequent to the Replat, Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2), excluding the Ridge Club Building, the applicant shall erect a story pole which reflects the maximum height of the proposed improvements at the point where the proposed improvements will extend closest to the View Plane to confirm that the improvements will comply with all conditions set forth herein. The applicant shall give written notice to the Town and the County at the time the story pole is erected. Contemporaneously with the erection of the story pole, a light shall be installed that illuminates the story pole at the elevation on the pole where light would be visible from off-site at the height of the highest window in the proposed improvements.
7. **Lighting on Ridge Club Building.** All exterior and interior light fixtures on the Ridge Club Building associated with non-gondola uses shall be shielded, recessed or reflected so that no lighting is oriented towards the east face of the building.
8. **Ski Area Commercial Operations in Open Space.** One or more restaurants or other commercial operations may be constructed within the Ridge Club Building. No solid fuel burning device shall be allowed in any proposed restaurant, or at any other commercial operation within the Ridge Club Building.
9. **Landscaping Plan.** St. Sophia shall complete all landscaping surrounding the Ridge Club Building in accordance with the Approved Plans.
10. **Referral to County.** All applications to the Town Design Review Board Administrator for any construction on Lots 161A, 161A-1, 161B, 161D (or, subsequent to the Replat, Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2) and adjacent Active Open Space (or, subsequent to the Replat, Tracts OS161-R1, OS161R-2, OS161R-3 and OS 49), except initial building permit applications, shall be referred by said Administrator, within seven days of receipt, to the County Planning Office for review. Notwithstanding the foregoing, the Town's approval of such applications will not be subject to County land use review or approval. However, the Town's approval of such applications shall not establish compliance with this Ridgeline Covenant for purposes of enforcement by the County.
11. **Enforcement by the County.** In the event the Town considers any development application which the County believes violates this Ridgeline Covenant, the County shall have the right to initiate legal action at its sole cost and expense to enforce this Ridgeline Covenant against the applicant and/or any other parties with a legal interest in the property. Applicants will be given notice by the Town that the Ridgeline Properties are subject to this Ridgeline Covenant and that it may be enforced by the County through direct court proceedings against them. Any action taken by the County related to the



development application must be brought within 60 days after final plan approval by the Town Design Review Board, provided the development application has been referred to the County in accordance with paragraph 10 above. Any County legal action for possible violations of this covenant regarding future amendments or modifications to a final plan approval shall be limited to such future amendments' or modifications' possible violation of this covenant.

In the event an improvement is constructed which the County believes violates this Ridgeline Covenant, the County shall have the right to initiate legal action at their sole cost and expense to enforce this Ridgeline Covenant against the owner of the improvement. Any action taken by the County related to a constructed improvement shall be brought within one year after the date of issuance of a temporary or permanent certificate of occupancy for the improvement.

12. **Acknowledgments.** The County hereby acknowledges that approval of development upon Ridgeline Properties is subject only to the Town's Land Use Ordinance and the provisions of this Ridgeline Covenant. Notwithstanding the foregoing, the Town hereby acknowledges the County's rights to privately enforce this Ridgeline Covenant, as set forth in paragraph 11 hereof.
13. **Run with Land.** The provisions of this Ridgeline Covenant shall be for the benefit of and a burden upon the title to the Ridgeline Properties, including any future boundary modifications thereto, and shall be binding on the successors and assigns of St. Sophia and Telski.
14. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Ridgeline Covenant and nothing contained herein shall in any way be construed to give any rights to any third party.
15. **Town of Telluride Referral.** All applications to the Town Design Review Board Administrator for any construction on Lots 161A, 161A-1, 161B and 161D (or, subsequent to the Replat, Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2), and adjacent Active Open Space (or, subsequent to the Replat, Tracts OS161-R1, OS161R-2, OS161R-3 and OS 49) shall be referred to the Town of Telluride for comments regarding compliance with the provisions of this Ridgeline Covenant within seven days of receipt of any such application for construction. Prior to the Town Design Review Board Administrator or the Town Design Review Board taking action on the application, the Town of Telluride shall have 21 days from receipt of such a referral to provide comments concerning an application. Any comments of the Town of Telluride on an application to the Town Design Review Board Administrator shall be advisory and not binding upon the parties hereto. Except for the rights granted to the Town of Telluride in this paragraph, the Town of Telluride shall have no third party beneficiary rights of any nature to enforce any of the provisions of this covenant.
16. **Effect of Provisions of this Covenant.** Each provision of this Ridgeline Covenant, and any agreement, promise, covenant and undertaking to comply with each provision of this Ridgeline Covenant, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Ridgeline Covenant: (a) shall be deemed incorporated in each deed, lease, or other instrument by which any right, title or interest in Lots 161A, 161A-1, 161B, and/or 161D (or, subsequent to the Replat, Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2) is granted, devised, leased, or conveyed, whether or not set forth or referred to in such deed, lease, or other

instrument; (b) shall, by virtue of acceptance of any right, title or interest in Lots 161A, 161A-1, 161B, and/or 161D (or, subsequent to the Replat, Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2) by an owner or lessee, be deemed accepted, ratified, adopted and declared to be a real covenant and binding as such upon such owners or lessees; (c) shall be deemed a real covenant by the parties hereto for themselves, their successors and assigns, and also an equitable servitude, running, in each case, as a burden with and encumbrance upon the title to Lots 161A, 161A-1, 161B, and 161D (or, subsequent to the Replat, Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2) for the benefit of the Town and the County.

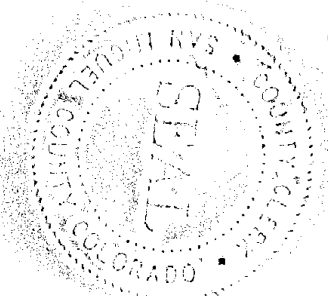
17. **Approvals by Lenders.** St. Sophia and Telski shall use all reasonable efforts to secure the written consent to their execution of this Covenant from each of the beneficiaries to the deeds of trust currently encumbering their respective properties, as identified in Recitals E and F herein, prior to the District Court's approval of the Stipulated Settlement Order, which is scheduled to be submitted to the District Court for consideration on Friday, July 23, 1999.
18. **Mutual Attorneys' Fees.** In the event of any litigation (but not including arbitration proceedings) between the parties hereto concerning this Ridgeline Covenant and the enforcement hereof, the prevailing party in such action shall receive from the opposing party all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such action.
19. **Notices.** All notices, requests, demands, consents and other communications which are required or may be given under this Ridgeline Covenant shall be in writing and shall be given either by personal delivery against a receipted copy or by certified or registered United States mail, return receipt requested, postage prepaid, to the following addresses:

Telluride Ski & Golf Company, LLLP  
565 Mountain Village Boulevard  
Telluride, CO 81435  
Attn: Isaac B. Shisler

San Miguel County, Colorado  
Board of County Commissioners  
P.O. Box 1170  
Telluride, CO 81435







SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
ART GOODTIMES, Chairman

ATTEST:

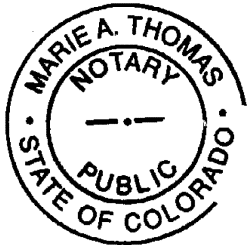
By:   
GAY CAPPIS, County Clerk & Recorder

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF SAN MIGUEL )

The foregoing instrument was acknowledged before me on the 26th day of August, 1999 by Art Goodtimes as Chairman of San Miguel County Board of Commissioners and Gay Cappis as County Clerk & Recorder of San Miguel County.

WITNESS my hand and official seal.

My commission expires: 02/05/01



Notary Public

**ST. SOPHIA PARTNERS, a Colorado  
limited liability limited partnership**

By: **C & S CONSTRUCTION AND  
DEVELOPMENT, Inc., a Virginia  
corporation**

By:   
STEPHEN H. CRAM, President

**ATTEST:**

By:   
Julie Cram Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SAN MIGUEL )

The foregoing instrument was acknowledged before me on the 2<sup>nd</sup> day of Aug.,  
1999, by Stephen H. Cram as President and JULIE CRAM as Secretary of C & S  
Construction and Development, Inc., the General Partner of St. Sofia Partners, LLLP, a  
Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires: 5/25/00

  
Notary Public



My Commission Expires May 25, 2000

TOWN OF MOUNTAIN VILLAGE,  
COLORADO, a Colorado home rule  
municipality

By: *William A. Hanley III*  
WILLIAM A. HANLEY, III, Mayor

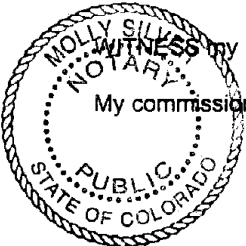
ATTEST:

By: *Linda S. Check*  
LINDA CHECK, Town Clerk



STATE OF COLORADO            )  
  ) ss.  
COUNTY OF SAN MIGUEL        )

The foregoing instrument was acknowledged before me on this 24<sup>th</sup> day of July, 1999, by William A. Hanley, III as Mayor of Town of Mountain Village, Colorado, a Colorado home rule municipality and Linda Check as Town Clerk of Town of Mountain Village, Colorado, a Colorado home rule municipality.



WITNESS my hand and official seal.  
My commission expires: 7/21/2002

*Molly Silvers*  
Notary Public

C:\sag\lcc\m\1999\EMN\Finals\Ridgeline (07-12).DOC (printed 07/16/99)  
My Commission Expires 07/21/2002



## ARTICLE 7 EMPLOYEE HOUSING

### SECTION 7-1 EMPLOYEE HOUSING RESTRICTION ("EHR")

**7-101** Lots or dwelling units zoned Employee Apartment, Employee Condominium or Employee Dorm are restricted to occupancy exclusively by persons who are employed or can show intent to be employed within the Telluride R-1 District, and their spouses and children. This restriction on use and occupancy constitutes a covenant that runs fifty (50) years from the date of recordation with the title to the property as a burden thereon and shall be binding on the owner, and on the heirs, personal representatives, assigns, lessees and licensees and any transferee of the owner. The duration of this restriction and covenant shall extend for an initial period of fifty (50) years, and at the option of the Town Council, or its designee, may be extended for an additional period of fifty (50) years after public hearing and comment on the proposed extension. This restriction and covenant shall be administered by the Town Council, or its designee, and shall be enforceable by any appropriate legal or equitable action including, but not limited to, specific performance, injunction, abatement or eviction of non-complying owners, users or occupants, or such other remedies and penalties as may be provided by Colorado law or the ordinances of the Town.

**7-102** Development shall be in accordance with the specific Design Zone of the property, except that the DRB may, at its discretion, relax the Design Zone requirements to allow for more affordable housing to be built. Employee Dorms may convert to either Employee Condominiums or Employee Apartments, and vice versa, according to the density formula.

## ARTICLE 8 BUILDING HEIGHTS

### SECTION 8-1 BUILDING HEIGHT LIMITATIONS

**8-101** All Lots within the Town, except Lots specifically otherwise assigned in this Section or otherwise specified in a more restrictive Design Zone Covenant or on a recorded plat, shall not exceed thirty-five (35) feet in height relevant to the Maximum Height Limit requirement.

### SECTION 8-2 BUILDING HEIGHT REQUIREMENTS - VILLAGE CORE

**8-201 Inner Village Core Lots.** The Maximum Height Limit for Inner Village Core Lots shall be sixty (60) feet. The Maximum Average Height shall be forty-eight (48) feet. For the purpose of determining height restrictions, the Village Core shall include the following lots: 28, 29A, 29B, 29C, 29D, 29E, 29F, 29G, 34, 35, 37, 38, 41, 42A, 42B, 43, 50A, 50B, 50C, 51, 53A, 53B, 60RA, 60RB, 61A, 61B, 61C, 61D, 62, 63R/64R, 65, 67, 68R, 69R1, 69R2, 71R, 73, 76, 89A, 108, 109, 110, 161CR.

**8-202 Village Core Transition Lots.** The Maximum Height Limit for Village Core Transition Lots, unless specifically otherwise assigned in this Section or otherwise specified in a more restrictive Design Zone Covenant or on a recorded plat, shall be forty-eight (48) feet. The Maximum Average Height shall be forty-eight (48) feet. For the

purpose of determining height restrictions, Village Core Transition lots shall include the following: 8, 10, 11, 12, 14, 15, 30, 89-1C, 89-1D, 122, 123, 129, 129A, 134, 135, 136, 152A, 152B,

**SECTION 8-3 BUILDING HEIGHT REQUIREMENTS - MULTI-UNIT LOTS AND DETACHED CONDOMINIUMS**

**8-301 Multi-Unit Lots.** The Maximum Height Limit for Multi-Unit Lots, unless specifically otherwise assigned in this Section or otherwise specified in a more restrictive Design Zone Covenant or on a recorded plat, shall be forty-eight (48) feet. The Maximum Average Height shall be forty-eight (48) feet.

**8-302 Detached Condominium Lots.** The Maximum Height Limit for Detached Condominiums shall be thirty-five (35) feet. The Maximum Average Height shall be thirty (30) feet.

**SECTION 8-4 BUILDING HEIGHT REQUIREMENTS - RIDGE LINE LOTS**

**8-401** The Maximum Height Limit, not including chimneys and mechanical equipment, for all Ridge Line Lots shall not exceed forty-five (45) feet, as measured to the top of any structure from finish grade, except for Lots with more restrictive Height Limitations, as more particularly described in Section 5-1 of this Ordinance. The Maximum Average Height shall be thirty (30) feet.

**SECTION 8-5 BUILDING HEIGHT REQUIREMENTS - SPECIAL CONSIDERATION LOTS**

**8-501** The Maximum Average Height Limit for Special Consideration Lots shall be forty-eight (48) feet. The Maximum Height Limit for Special Consideration Lots shall be:

**Lots 10, 12 & 14** - 48 feet from Natural Grade

**Lot 27A** - 60 feet from Natural Grade

**Lot 33** - 50 feet from Natural Grade

**Lot 52** - 65 feet from Natural Grade

**Lot 128** - the "As-Built" height as of 11-21-91

**Lot 152C** - 55 feet from Natural Grade

**Lot 154** - 45 feet from Natural Grade

**SECTION 8-6 BUILDING HEIGHT REQUIREMENTS - SINGLE FAMILY, DUPLEX LOTS**

**8-601** The Maximum Height Limit for Single Family and Duplex Lots, unless specifically otherwise assigned in this section or otherwise specified in a more restrictive Design Zone Covenant or on a recorded plat, shall be thirty-five (35) feet. The Maximum Average Height for Single Family and Duplex Lots, unless specifically otherwise assigned in this Section or otherwise specified in a more restrictive Design Zone Covenant or on a recorded plat, shall be thirty (30) feet.

328113  
 P.L.A.T.  
 TOWN OF MOUNTAIN VILLAGE  
 TO  
 COONSKIN VIEW PLANE

DATE OF PREPARATION: 7/21/99  
 PREPARED BY: KARI DISTEFANO  
 DRAWN BY: JLD  
 CHECKED BY: JLD  
 DATE: 7/21/99  
 SCALE: AS SHOWN  
 PROJECT NO.: 328113  
 SHEET NO.: 1 OF 2

SW 1/4  
 NW 1/4  
 Section 2

NW 1/4  
 SW 1/4  
 Section 2

NE 1/4  
 SW 1/4  
 Section 2

USFS Boundary

Tract OS161-R3  
 1.275 Acres

SE 1/4  
 NW 1/4  
 Section 2

Lot 161A-4  
 7.452 Acres

Lot 161A-2  
 1.410 Acres

Lot 161A-3  
 0.873 Acres

Lot 161A-1R  
 0.441 Acres

Tract DSP-49R

Tract OS161-R1  
 0.221 Acres

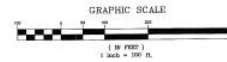
SWI RUN

Lot 161D-2  
 6.886 Acres

Tract OS161-R2  
 0.497 Acres

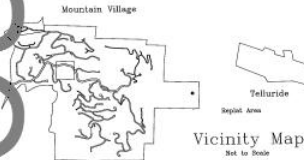
Lot 161D-1  
 6.224 Acres

Staking View Plane  
 Planned View Plane  
 Tenkay View Plane  
 Current Creek View Plane



Legend:

- New Lot Line
- Vacated Lot Lines
- Found No. 5 Retain with 1 1/2" Aluminum Cap marked 27605
- Found No. 5 Retain with 1 1/2" Aluminum Cap marked Boston Inc., 20632
- Set No. 5 Retain with 1 1/2" Aluminum Cap marked Alan Jacobson, 28652



I hereby certify that this Coonskin View Plane was verified by me on the 21st day of July, 1999 in accordance with the requirements of Section 2, Chapter 10, Title 106, Colorado Revised Statutes. I am a member of the Colorado Land Surveyors Association, Inc. and am duly licensed as a Professional Land Surveyor. I am duly sworn and hold the title of Professional Land Surveyor. I am duly sworn and hold the title of Professional Land Surveyor. I am duly sworn and hold the title of Professional Land Surveyor.

*R. D. H. H. H.*  
 7-22-99  
 Professional Land Surveyor  
 No. 21805



Recorder's Certificate

This plat was filed for record in the office of the County Clerk and Recorder of New Castle County on the 21st day of July, 1999.



*John J. Horn*  
 County Clerk and Recorder

PAGE 2601

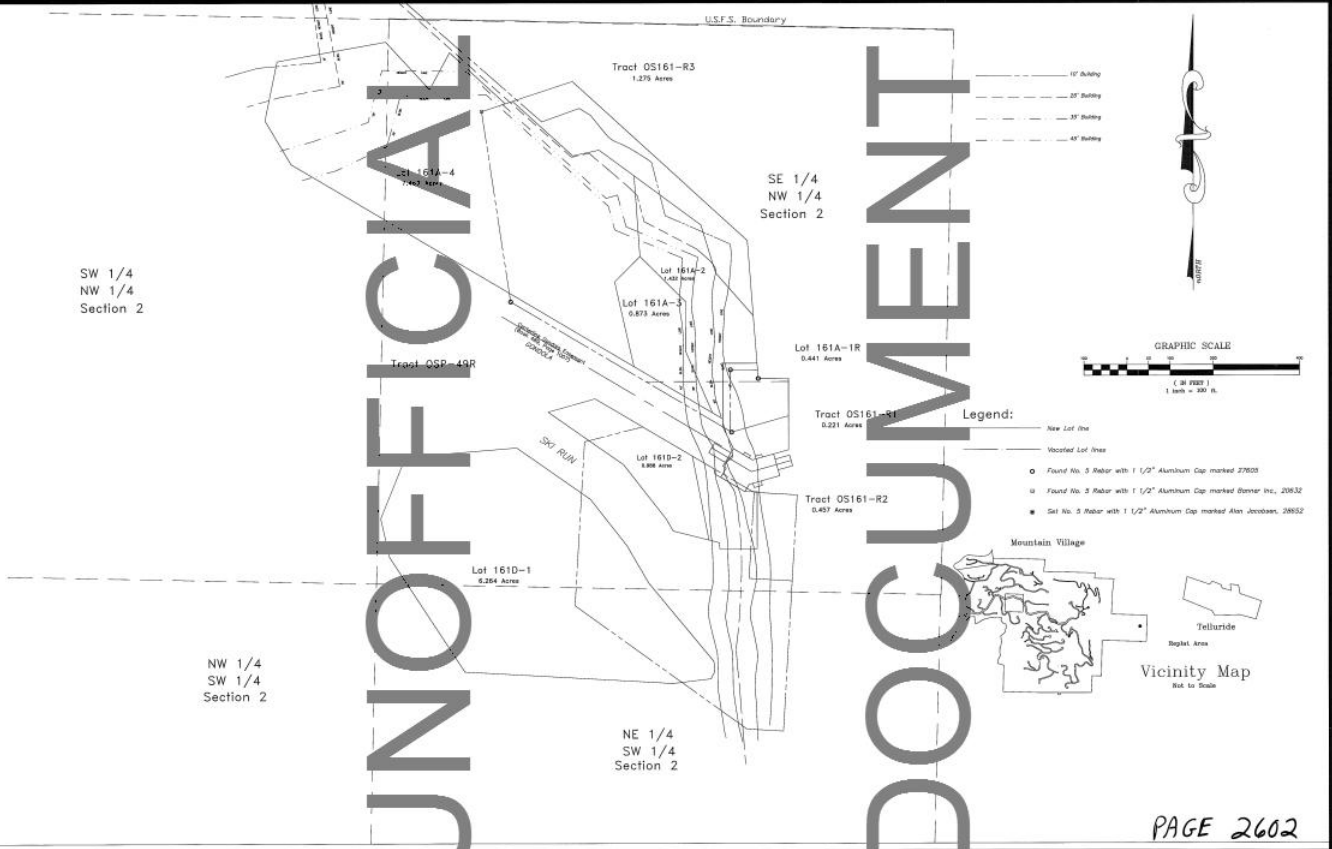
COONSKIN VIEW PLANE

Prepared by:  
 Kari Distefano  
 Verified By:  
 PROFESSIONAL CONSULTANTS INC.

For:  
 John J. Horn  
 For:  
 Town of Mountain Village

|              |            |
|--------------|------------|
| date         | 7-21-1999  |
| job number   | 328113.dwg |
| drawn by     | JLD        |
| checked by   | JLD        |
| sheet number | 1 of 2     |





UNOFFICIAL DOCUMENT

PAGE 2602

COONSKIN VIEW PLANE

|   |                                  |                       |
|---|----------------------------------|-----------------------|
| Prepared by:<br>Kari Distefano                | John J. Horn                     | date: 7-21-1999       |
| Verified By:<br>PROFESSIONAL CONSULTANTS INC. | For:<br>Town of Mountain Village | job number: 99063.dwg |
|   |                                  | drawn by: KLD         |
|   |                                  | checked by: JPH       |
|   |                                  | sheet number: 2 of 2  |

# Exhibit E: The Ridge HOA Approval Letter

The Ridge At Telluride Homeowners Association, Inc.

Greg Dennee AIA  
Locati Architects PLLC  
1007 East Main St. Suite 202  
Bozeman MT 59715

RE: Rost Residence  
The Ridge Lot 19


Greg:

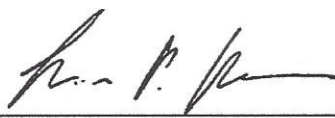
The Ridge At Telluride Homeowner's Association, Inc. ("HOA") Board of Directors has reviewed your November 19th, 2015 submittal, the proposed primary residence for Kevin and Monica Rost. Following is a summary of our approval. We find:

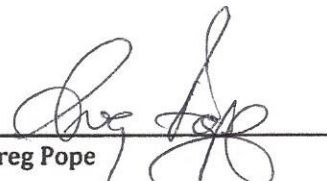
1. That the proposed home's architecture is consistent with, and appropriate to, the Ridge subdivision. The Town of Mountain Village Design Review Board will dictate all architectural requirements, and our endorsement is in no way a substitute for those design review processes.
2. That the proposed rotation of Lot 15 is acceptable. The lot line adjustment will need to be filed as a condominium map amendment which is a staff subdivision approval, and we understand that you have retained or will retain a licensed surveyor and legal counsel to assist in this matter. We further understand that this condominium map amendment will need to be signed by the Rosts and the Board and recorded prior to the issuance of a certificate of occupancy for the home. During this process, it is understood that the size of Lot 15 is not increasing and is only rotating.
3. That the Ridge HOA will sign the plat without any additional requirements provided the home is constructed as presented.
4. That all proposed improvements in Ridge Common Space are consistent with our interpretation of the Plat. This includes all items shown in concept on the submitted plan, including but not limited to the driveway, site retaining walls, grading, the extension of buried utilities to the home, a ski access bridge, and landscaping improvements. Note that landscape buffer zones will require specific landscape efforts to screen the home from the adjacent run(s).
5. That the project may now be submitted to the Town of Mountain Village's Design Review Board based on the approval granted herein.

No approval on our part constitutes approval from the Town of Mountain Village, the Design Review Board, the Ski Company, the County, or any other regulatory agency or prevailing building code.

The Ridge Board:

  
\_\_\_\_\_  
Paul Heule

  
\_\_\_\_\_  
Charles Harris

  
\_\_\_\_\_  
Greg Pope

cc: Kevin and Monica Rost



PROJECT NAME:  
**R O S T R E S I D E N C E**  
 TELLURIDE COLORADO

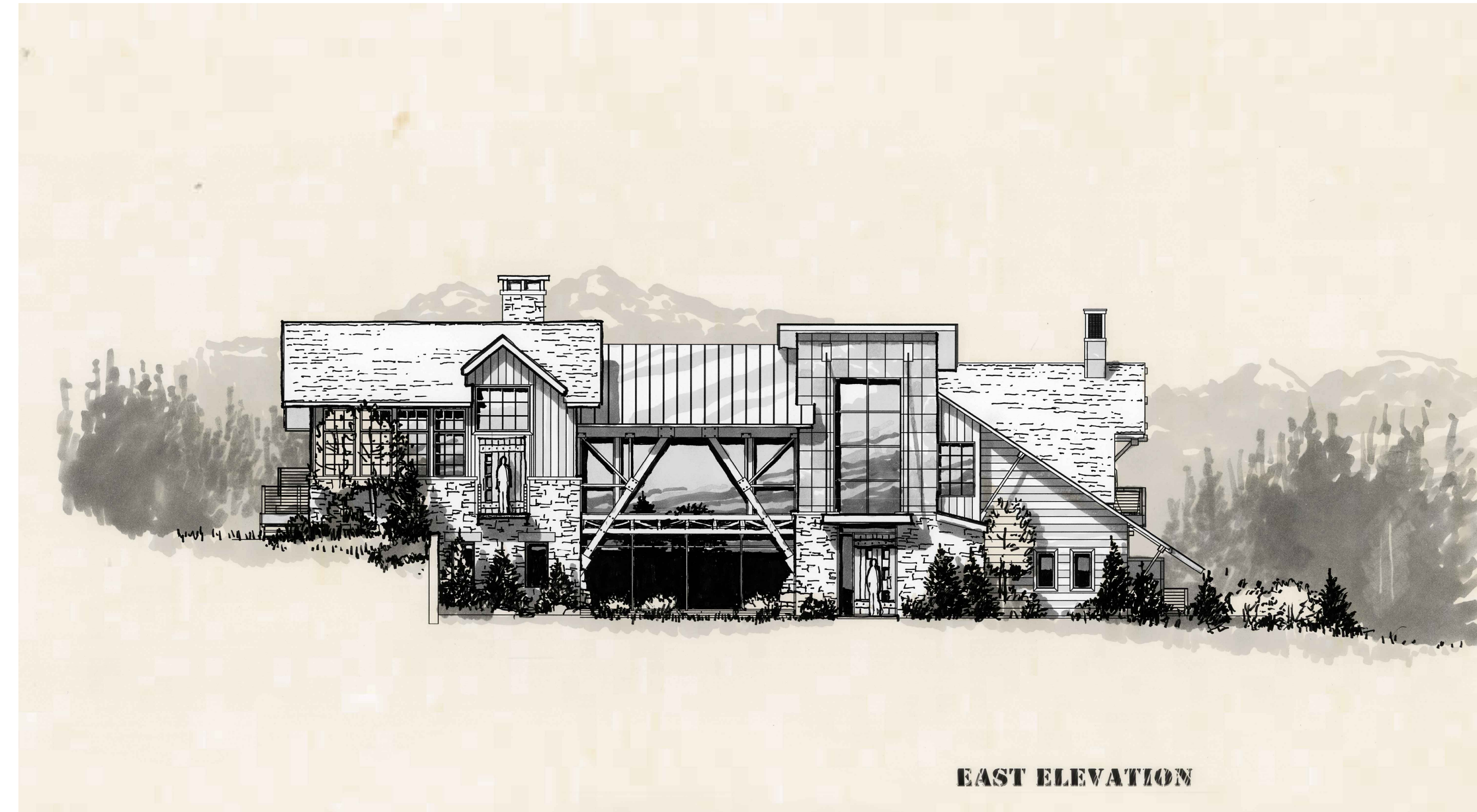
DATE 03-11-2016  
 ROST

**INDEX OF DRAWINGS**

| SHEET        | CONTENT  |
|--------------|--|
| <b>COVER</b> |  |
| <b>C0.0</b>  | <b>SITE PLAN / EXISTING CONDITIONS / PLAT</b>          |
| <b>C1.0</b>  | <b>SITE PLAN / GRADING PLAN</b>                        |
| <b>C1.1</b>  | <b>SITE PLAN / CONSTRUCTION MITIGATION</b>             |
| <b>L1.0</b>  | <b>SITE PLAN / LANDSCAPING</b>                         |
| <b>A0.1</b>  | <b>SITE PLAN / ROOF PLAN W/ USGS ELEVATIONS</b>        |
| <b>A0.2</b>  | <b>ELEVATIONS / AVG. HT. AND MAX. HT. CALCULATIONS</b> |
| <b>A0.5</b>  | <b>ELEVATIONS / GLAZING AND MATERIAL CALCULATIONS</b>  |
| <b>A2.0</b>  | <b>FLOOR PLANS / LOWER LEVEL</b>                       |
| <b>A2.1</b>  | <b>FLOOR PLANS / MAIN LEVEL</b>                        |
| <b>A2.2</b>  | <b>FLOOR PLANS / UPPER LEVEL</b>                       |
| <b>A2.5</b>  | <b>ROOF PLAN</b>                                       |
| <b>A5.0</b>  | <b>EXTERIOR BUILDING ELEVATIONS- WEST</b>              |
| <b>A5.1</b>  | <b>EXTERIOR BUILDING ELEVATIONS- NORTH</b>             |
| <b>A5.2</b>  | <b>EXTERIOR BUILDING ELEVATIONS- EAST</b>              |
| <b>A5.5</b>  | <b>EXTERIOR BUILDING ELEVATIONS- SOUTH</b>             |
| <b>A4.0</b>  | <b>ROOM, DOOR, AND WINDOW SCHEDULE</b>                 |
| <b>A4.1</b>  | <b>WINDOW ELEVATIONS DIMS</b>                          |
| <b>A4.2</b>  | <b>WINDOW ELEVATIONS DIMS / DETAILS</b>                |
| <b>E2.0</b>  | <b>LIGHTING PLAN EXT. LOWER LEVEL</b>                  |
| <b>E2.1</b>  | <b>LIGHTING PLAN EXT. MAIN LEVEL</b>                   |
| <b>E2.2</b>  | <b>LIGHTING PLAN EXT. UPPER LEVEL</b>                  |

**ABBREVIATIONS**

| ABB.     | ABBREVIATION               | ABB.     | ABBREVIATION           |
|----------|----------------------------|----------|------------------------|
| AB       | ANCHOR BOLTS               | MTL      | METAL                  |
| AFF.     | ABOVE FINISHED FLOOR       | M.O.     | MASONRY OPENING        |
| AC.      | ACOUSTICAL                 | MAX.     | MAXIMUM                |
| ADJ.     | ADJACENT                   | MECH.    | MECHANICAL             |
| A/C      | AIR CONDITIONING           | MED.     | MEDIUM                 |
| ALT.     | ALTERNATE                  | MM       | MILLIMETER (S)         |
| ALUM.    | ALUMINUM                   | MIN.     | MINIMUM                |
| APPD.    | APPROVED                   | NOM.     | NOMINAL                |
| B.O.     | BOTTOM OF                  | NO.      | NUMBER                 |
| BSMT.    | BASEMENT                   | N.I.C.   | NOT IN CONTRACT        |
| BRG.     | BEARING                    | N.T.S.   | NOT TO SCALE           |
| BLK.     | BLOCK                      | O.C.     | ON CENTER              |
| BLKG.    | BLOCKING                   | O.D.     | OUTSIDE DIAMETER       |
| BD.      | BOARD                      | P.V.M.T. | PAVEMENT               |
| BLDG.    | BUILDING                   | PL.      | PLATE                  |
| C.J.     | CONTROL JOINT              | PLYUD.   | PLYWOOD                |
| CLG.     | CEILING                    | PVC      | POLYVINYL CHLORIDE     |
| CLR.     | CLEAR (ANCE)               | P.S.F.   | POUNDS PER SQ. FOOT    |
| COL.     | COLUMN                     | P.S.I.   | POUNDS PER SQ. INCH    |
| CONC.    | CONCRETE                   | P.T.     | PRESSURE TREATED       |
| CMU      | CONCRETE MASONRY UNIT      | R.       | RADIUS                 |
| CONST.   | CONSTRUCTION               | REF.     | REFERENCE              |
| DTL.     | DETAIL                     | REQ'D    | REQUIRED               |
| DIAG.    | DRAWING                    | REINF.   | REINFORCE (ING) (MENT) |
| EA.      | EACH                       | R.O.     | ROUGH OPENING          |
| EF.      | EACH FACE                  | R.D.     | ROOF DRAIN             |
| EJ.      | EXPANSION JOINT            | RS       | ROUGH SAUN             |
| ELEC.    | ELECTRIC (AL)              | SIM.     | SIMILAR                |
| EQ.      | EQUAL                      | S.C.     | SOLID CORE             |
| EXIST.   | EXISTING                   | SPEC.    | SPECIFICATION (S)      |
| EW.      | EACH WAY                   | SPKR.    | SPEAKER                |
| F.D.     | FLOOR DRAIN                | SQ.      | SQUARE                 |
| FIN.     | FINISH                     | SYS.     | SYSTEM                 |
| FLR.     | FLOOR                      | THK.     | THICK (NESS)           |
| FLUR.    | FLUORESCENT                | T&G      | TONGUE & GROOVE        |
| FTG.     | FOOTING                    | T.O.S.   | TOP OF STEEL           |
| F.B.O.   | FURNISHED BY OTHERS        | T.O.W.   | TOP OF WALL            |
| GA.      | GAUGE                      | TPL.     | TRIPLE                 |
| G.C.     | GENERAL CONTRACTOR         | TYP.     | TYPICAL                |
| GYP. BD. | GYPSUM BOARD               | U.B.C.   | UNIFORM BUILDING CODE  |
| G.F.I.   | GROUND FAULT INTERRUPTED   | UNO.     | UNLESS NOTED OTHERWISE |
| HVAC     | HEATING/VENT/AIR COND.     | V.C.T.   | VINYL COMPOSITION TILE |
| H.C.     | HOLLOW CORE                | V.L.T.   | VAULTED CEILING        |
| H.M.     | HOLLOW METAL               | V.T.R.   | VENT THROUGH ROOF      |
| HR.      | HOUR                       | V.B.     | VAPOR BARRIER          |
| INCL.    | INCLUDE (D) (ING)          | W.C.     | WATER CLOSET           |
| INSUL.   | INSULATE (D) (ION)         | W.P.     | WATER PROOF (ING)      |
| INT.     | INTERIOR                   | W.W.F.   | WELDED WIRE FABRIC     |
| JT.      | JOINT                      | W.       | WIDTH WIDE             |
| MFR.     | MANUFACTURER / MANUFACTURE | W.       | WITH                   |
| MFD.     | MANUFACTURED               | W/O      | WITHOUT                |



**PROJECT INFORMATION**

|  |
|--|
| <b>OWNERS</b>  |
| KEVIN AND MONICA ROST<br>PO BOX 100<br>BEAUMONT, CA 92225-0100   |
| <b>PROPERTY ADDRESS / LOCATION</b>   |
| UNIT 15 THE RIDGE AT TELLURIDE   |
| 7 TUNNEL LANE<br>MOUNTAIN VILLAGE CO 81455   |
| <b>LEGAL DESCRIPTION</b>   |
| PARCEL ID 477002202054<br>UNIT 15 THE RIDGE AT TELLURIDE A PLANNED COMMUNITY LOT 16144 ACC TO PLAT REC 04 05 2004 BK 1 PG 5295 5295 AND ACC TO 6TH SUPPLEMENTAL AND AMENDED PLANNED COMMUNITY PLAT PHASES 1 THRU 7 REC 07 02 2010 PLAT BK 1 PG 4540 4555 AND 6TH SUPPLEMENT & AMENDMENT TO DECS AT 45155 A 5.55 PER INT IN UNIT 4 LOT 1614 IN BLDG LOT 161 BY OPEN SPACE TRACTS 805 1A 5C 4B 5A 6A 7A LOT 1614 & OPEN SPACE TRACTS 805 1B 2B 5A 4A AND LOT 1614 B3 OPEN SPACE TRACT 805 5B COMMON ELEMENTS |
| <b>PROJECT DESCRIPTION</b>   |
| NEW CONSTRUCTION- 3-STORY- SINGLE FAMILY RESIDENCE WITH ATTACHED GARAGE  |

**AREA CALCULATIONS**

|                                       |                              |
|---------------------------------------|------------------------------|
| <b>PROPOSED BUILDING AREAS</b>        |                              |
| <b>LOWER LEVEL AREAS:</b>             |                              |
| FINISHED                              | 2,140 SQ. FT.                |
| GARAGE/SHOP                           | 1,051 SQ. FT.                |
| STORAGE                               | 845 SQ. FT.                  |
| <b>MAIN LEVEL AREAS:</b>              |                              |
| FINISHED                              | 5,020 SQ. FT.                |
| PATIO                                 | 1,110 SQ. FT.                |
| <b>UPPER LEVEL AREAS:</b>             |                              |
| FINISHED                              | 5,450 SQ.FT.                 |
| PATIO                                 | 550 SQ.FT.                   |
| <b>TOTALS:</b>                        |                              |
| FINISHED:                             | 9,210 SQ.FT.                 |
| GARAGE/SHOP:                          | 1,051 SQ.FT.                 |
| STORAGE                               | 845 SQ.FT.                   |
| PATIO                                 | 1,640 SQ.FT.                 |
| <b>GROSS AREA (EXCLUDING PATIOS):</b> | 11,706 SQ.FT.                |
| <b>LOT AREA</b>                       |                              |
| 75'-0" X 100'-0"                      | 7,500 SQ.FT. OR .17220 ACRES |
| <b>LOT COVERAGE:</b>                  | N/A BUILDING ENVELOPE LOT    |

**APPLICABLE CODES**

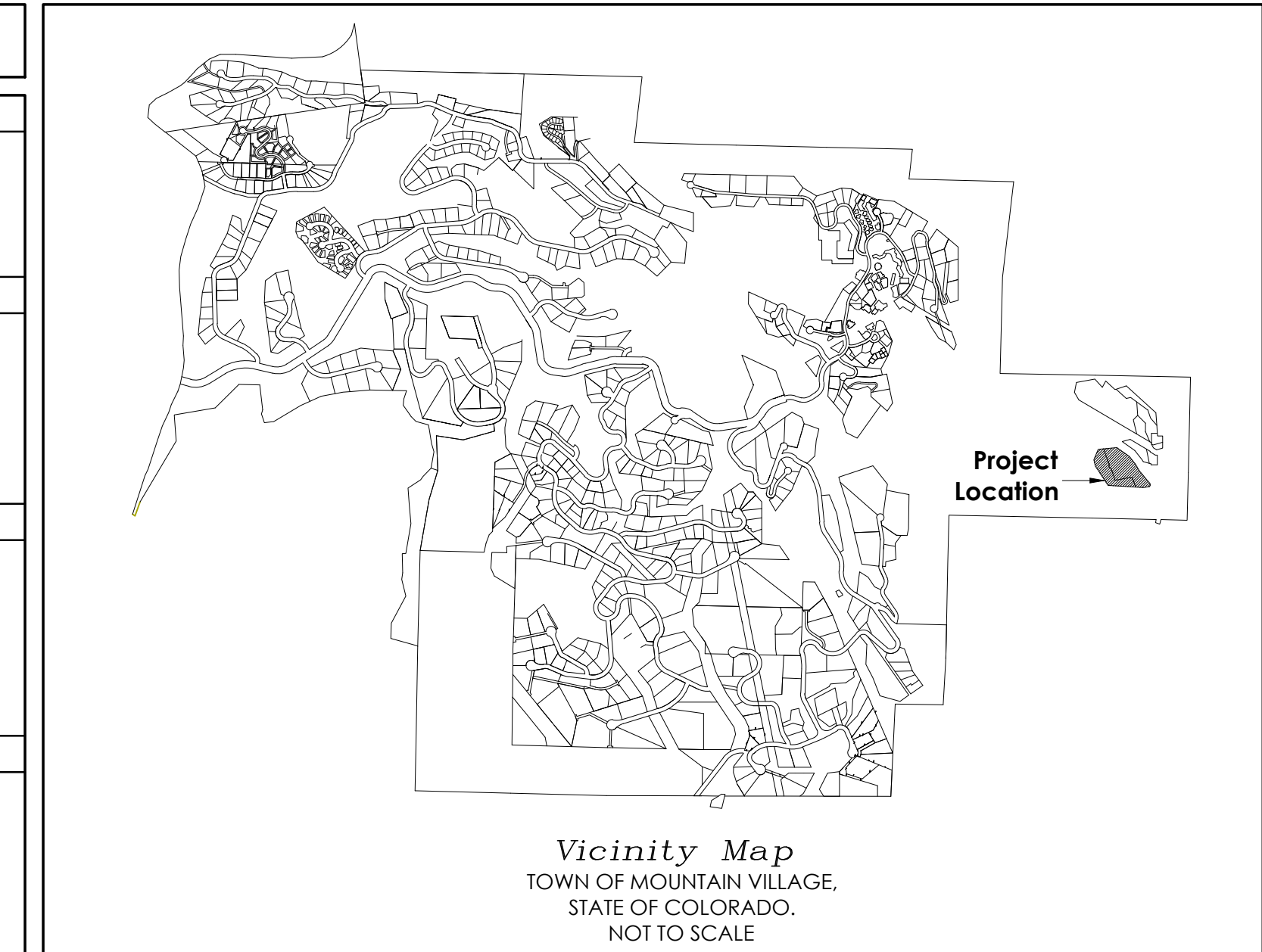
|   |
|---|
| <b>CODES</b>  |
| INTERNATIONAL RESIDENTIAL CODE 2012<br>INTERNATIONAL PLUMBING CODE 2012<br>INTERNATIONAL MECHANICAL CODE 2012<br>INTERNATIONAL FIRE CODE 2012<br>INTERNATIONAL ENERGY CONSERVATION CODE 2012<br>INTERNATIONAL FUEL GAS CODE 2012<br>NATIONAL ELECTRICAL CODE 2014 |

**DEVELOPMENT STANDARDS**

|                               |                             |
|-------------------------------|-----------------------------|
| <b>USE AND ZONING</b>         |                             |
| <b>TYPE OF USE:</b>           | SINGLE FAMILY RESIDENCE     |
| <b>ZONING:</b>                | MULTI-FAMILY                |
| <b>LOT COVERAGE:</b>          | N/A (BUILDING ENVELOPE LOT) |
| <b>MAX BUILDING HEIGHT:</b>   | 44'-0" (REF. A0.1)          |
| <b>AVG. BUILDING HEIGHT:</b>  | 26'-6" (REF. A0.2)          |
| <b>LOWEST NATIVE GRADE:</b>   | 10,480'-0"                  |
| <b>HIGHEST ROOF:</b>          | 10,524'-6"                  |
| <b>MIN. REQUIRED SETBACKS</b> |                             |
| <b>FRONT YARD</b>             | N/A (BUILDING ENVELOPE LOT) |
| <b>SIDE YARD</b>              | N/A (BUILDING ENVELOPE LOT) |
| <b>REAR YARD</b>              | N/A (BUILDING ENVELOPE LOT) |

**DESIGN TEAM / CONSULTANTS**

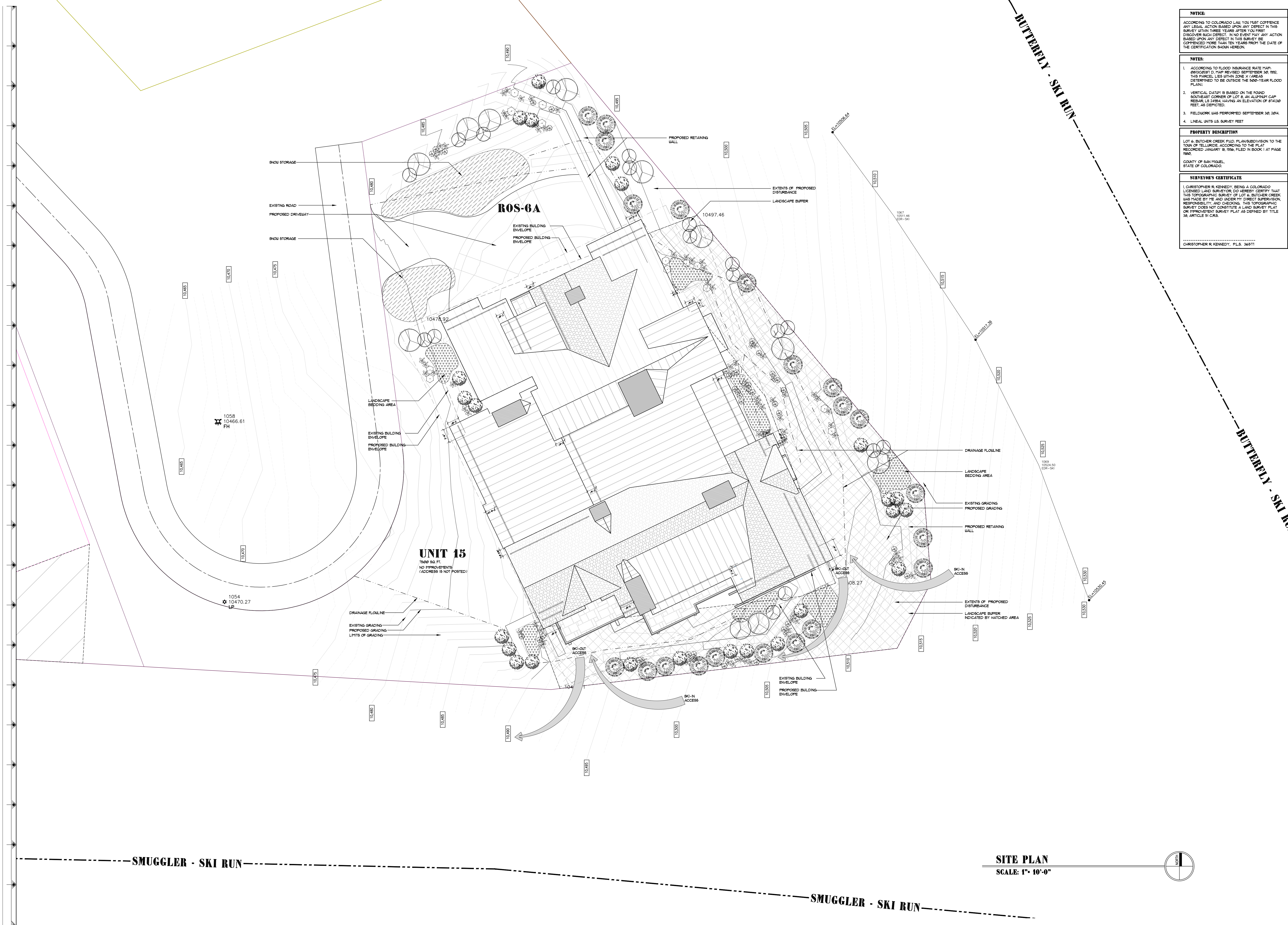
|   |  |
|---|--|
| <b>ARCHITECT</b>  |  |
| JERRY LOCATI - GREG DENNEE - ANDREW DAIGLE-<br>LOCATI ARCHITECTS LLP.<br>1007 E MAIN ST SUITE 202<br>BOZEMAN MT, 59715 406.587.1139 |  |
| <b>LAND PLANNING CONSULTANT</b>   | <b>SURVEYOR</b>  |
| ALPINE PLANNING<br>CHRIS HAWKINS<br>P.O. BOX 654<br>RIDWAY, CO 81425<br>970-904-7927  | CHRIS ANDERSON<br>SAN JUAN SURVEYING<br>PO BOX 3750<br>160-D SOCIETY DRIVE<br>TELLURIDE, CO 81455          |
| <b>STRUCTURAL ENGINEER</b>  | <b>CIVIL ENGINEER</b>  |
| MATTHEW HUBBARD<br>TIM PATTERSON<br>BCE<br>1289 STONERIDGE DR.<br>BOZEMAN, MT 59718   | GREGORY E. ANDERSON, P.E.<br>ALPINE LAND CONSULTING, LLC<br>P.O. BOX 354<br>RICO, CO 81552<br>970-708-0526 |
| <b>LANDSCAPE ARCHITECT</b>  | <b>GEOTECHNICAL ENGINEER</b>   |
| TBD   | TBD  |











**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.

**NOTES:**

1. ACCORDING TO FLOOD INSURANCE RATE MAP, (FIRM) 0101146, MAP REVISED SEPTEMBER 30, 1993, THIS PARCEL LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN).
2. VERTICAL DATUM IS BASED ON THE FOND SOUTHEAST CORNER OF LOT 8, AN ALPINE CAP RESUR. 15 2494, HAVING AN ELEVATION OF 8743.00 FEET, AS DEPICTED.
3. FIELDWORK WAS PERFORMED SEPTEMBER 30, 2014.
4. LINEAL UNITS US. SURVEY FEET.

**PROPERTY DESCRIPTION**  
 LOT 6, BUTCHER CREEK PLD. PLAN/SUBDIVISION TO THE TOWN OF TELLURIDE ACCORDING TO THE PLAT RECORDED JANUARY 18, 1936, FILED IN BOOK 1 AT PAGE 1960.  
 COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**SURVEYOR'S CERTIFICATE**  
 I, CHRISTOPHER R. KENNEDY, BEING A COLORADO LICENSED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC SURVEY OF LOT 6, BUTCHER CREEK WAS MADE BY ME AND UNDER MY DIRECT SUPERVISION, RESPONSIBILITY, AND CHECKING. THIS TOPOGRAPHIC SURVEY DOES NOT CONSTITUTE A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AS DEFINED BY TITLE 38, ARTICLE 61 C.R.S.  
 CHRISTOPHER R. KENNEDY, P.L.S. 36911

ARCHITECT: **LOCATI ARCHITECTS**  
 CONSULTANTS: **STRUCTURAL MECHANICAL ELECTRICAL**  
 PROJECT / OWNER: **ROST RESIDENCE**  
 DATE: 02-05-2016  
 ISSUE: PROGRESS SET  
 SHEET NUMBER: **C1.0**

JOB No. XXXX  
 CHECKED BY: XXX  
 DRAWN BY: XXX

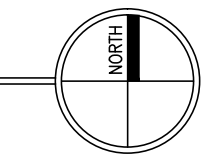
LOCATI ARCHITECTS  
 1007 E. MAIN SUITE 202-BOZEMAN MONTANA  
 406-587-1130 FAX 406-587-7599

PROJECT / OWNER: **ROST RESIDENCE**  
 DATE: 02-05-2016  
 ISSUE: PROGRESS SET  
 SHEET NUMBER: **C1.0**

ARCHITECT: **LOCATI ARCHITECTS**  
 CONSULTANTS: **STRUCTURAL MECHANICAL ELECTRICAL**  
 PROJECT / OWNER: **ROST RESIDENCE**  
 DATE: 02-05-2016  
 ISSUE: PROGRESS SET  
 SHEET NUMBER: **C1.0**

ARCHITECT: **LOCATI ARCHITECTS**  
 CONSULTANTS: **STRUCTURAL MECHANICAL ELECTRICAL**  
 PROJECT / OWNER: **ROST RESIDENCE**  
 DATE: 02-05-2016  
 ISSUE: PROGRESS SET  
 SHEET NUMBER: **C1.0**

**SITE PLAN**  
 SCALE: 1" = 10'-0"

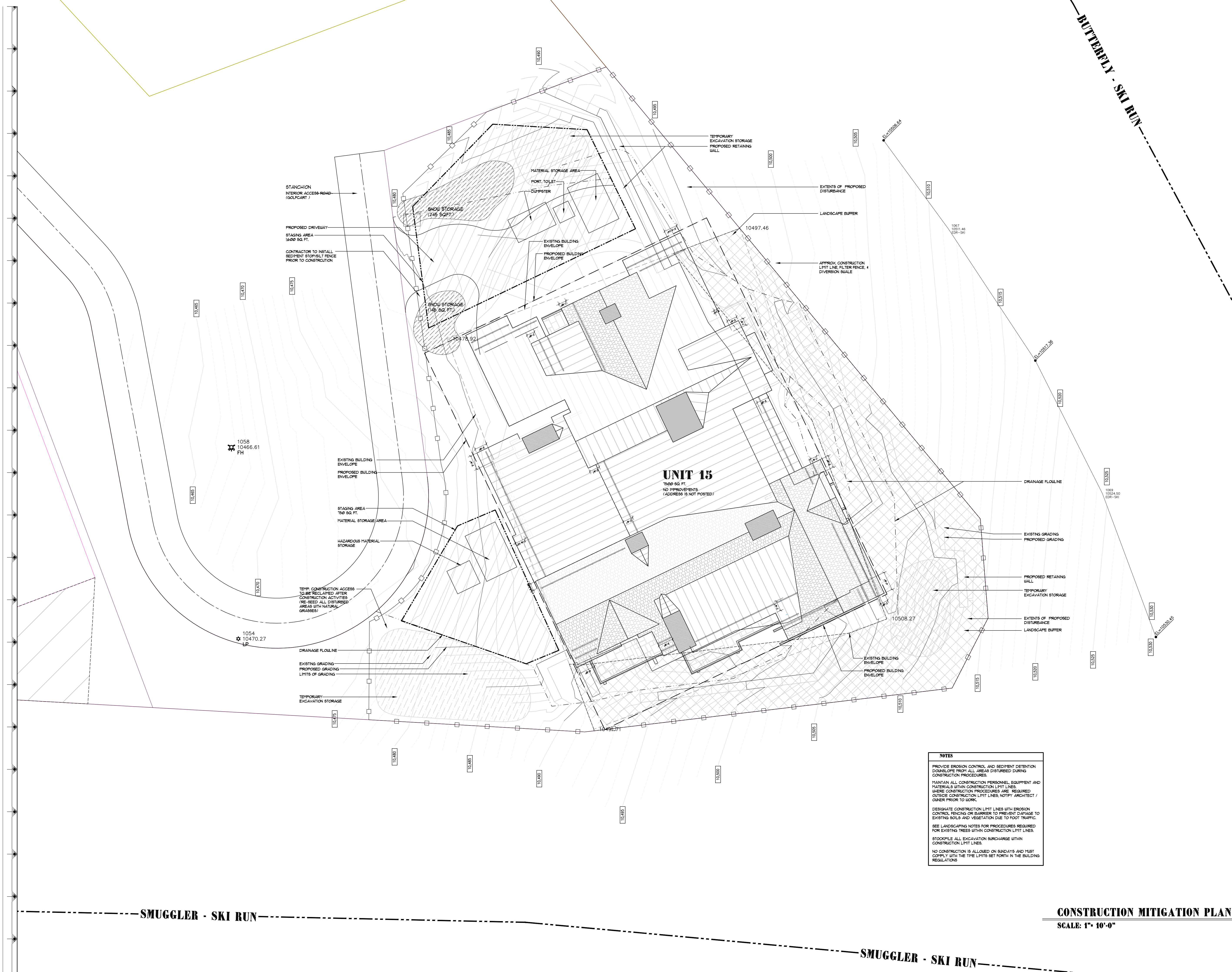


SMUGGLER - SKI RUN

SMUGGLER - SKI RUN

SITE PLAN  
 SCALE: 1" = 10'-0"





**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. NO EVENT THAT ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

**GENERAL NOTES:**

- COORDINATE LOCATION OF BUILDING ENVELOPE w/ ARCHITECT / OWNER / ENGINEER PRIOR TO EXCAVATION
- CONTRACTOR TO REQUIRE ALL PERMITS AND PROVIDE ALL UTILITIES AND SERVICES FROM PROPERTY LINE TO BUILDING. CONTRACTOR TO ALSO PROVIDE ALL HOOD-UPS AND HOOD-UP FEES
- ALL ON SITE UTILITIES TO BE BELOW GROUND
- VERIFY LOCATION OF BENCHMARK WITH ENGINEER PRIOR TO CONSTRUCTION
- ALL ADJACENT GRADES TO SLOPE AWAY FROM HOUSE MIN 6'-0" TO SUIBLE
- LANDSCAPING & IRRIGATION SYSTEM BY OTHERS. CONTRACTOR TO PROVIDE FINAL GRADING
- COORDINATE SEPTIC, WELL, POWER AND ALL OTHER UTILITIES w/ OWNER, ENGINEER, AND STATE PROVIDE AND COMPLY w/ ALL PROVISIONS NECESSARY FOR PERMITS
- COORDINATE AND VERIFY ALL SOILS CONDITIONS w/ ENGINEER DURING EXCAVATION
- PROVIDE FOR UNDER SLAB RADON VENTILATION AS REQ'D - COORDINATE w/ OWNER
- ANY DAMAGE TO THE EXISTING ROADWAY, INCLUDING THE AC SURFACE, SHOULDERS GRADES, ROADSIDE DITCHES/STREET CULVERTS AND EXISTING VEGETATION AND EROSION CONTROL MEASURES SHALL BE REPAIRED BY THE GENERAL CONTRACTOR TO THE SATISFACTION OF THE COUNTY DEVELOPMENT DEPARTMENT AT MOUNTAIN VILLAGE.

**PROPERTY DESCRIPTION**

LOT 6, BUTCHER CREEK PLUD, PLANSUBDIVISION TO THE TOWN OF TELLURIDE, ACCORDING TO THE PLAT RECORDED JANUARY 18, 1996, FILED IN BOOK 1 AT PAGE 1960. COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**SURVEYOR'S CERTIFICATE**

CHRISTOPHER R. KENNEDY, BEING A COLORADO LICENSED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC SURVEY OF LOT 6, BUTCHER CREEK WAS MADE BY ME AND UNDER MY DIRECT SUPERVISION, RESPONSIBILITY, AND CHECKING. THIS TOPOGRAPHIC SURVEY DOES NOT CONSTITUTE A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AS DEFINED BY TITLE 38, ARTICLE 91, C.R.S.

CHRISTOPHER R. KENNEDY, P.L.S. 36471

**NOTES**

PROVIDE EROSION CONTROL AND SEDIMENT DETENTION CONFORMANCE FROM ALL AREAS DISTURBED DURING CONSTRUCTION PROCEDURES.

MAINTAIN ALL CONSTRUCTION PERSONNEL, EQUIPMENT AND MATERIALS WITHIN CONSTRUCTION LIMIT LINES. WHERE CONSTRUCTION PROCEDURES ARE REQUIRED OUTSIDE CONSTRUCTION LIMIT LINES, NOTIFY ARCHITECT / OWNER PRIOR TO WORK.

DESIGNATE CONSTRUCTION LIMIT LINES WITH EROSION CONTROL, FENCING OR BARRIER TO PREVENT DAMAGE TO EXISTING SOILS AND VEGETATION DUE TO FOOT TRAFFIC.

SEE LANDSCAPING NOTES FOR PROCEDURES REQUIRED FOR EXISTING TREES WITHIN CONSTRUCTION LIMIT LINES.

STOCKPILE ALL EXCAVATION BURCHARGE WITHIN CONSTRUCTION LIMIT LINES.

NO CONSTRUCTION IS ALLOWED ON SUNDAYS AND MUST COMPLY WITH THE TREE LIMITS SET FORTH IN THE BUILDING REGULATIONS.

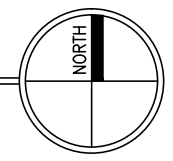
BUTTERFLY - SKI RUN

BUTTERFLY - SKI RUN

SMUGGLER - SKI RUN

SMUGGLER - SKI RUN

CONSTRUCTION MITIGATION PLAN  
 SCALE: 1" = 10'-0"



ARCHITECT: **LOCATI ARCHITECTS**  
 CONSULTANTS: **STRUCTURAL MECHANICAL ELECTRICAL**  
 PROJECT / OWNER: **ROST RESIDENCE** COLORADO  
 TELLURIDE  
 DATE: 02-05-2016  
 ISSUE: PROGRESS SET

JOB No. XXXX  
 CHECKED BY: XXX  
 DRAWN BY: DRAWNBY

LOCATI ARCHITECTS  
 1007 E. MAIN SUITE 202-BOZEMAN MONTANA  
 406-587-1130 FAX 406-587-7599

**CLJ**

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# PLANTING LEGEND

| SYMBOL | QTY. | COMMON NAME                          | BOTAN. NAME                                 | PLANTED HGT.                | NATURE HGT.                          | TYPE                  |
|--------|------|--------------------------------------|---|-----------------------------|--------------------------------------|-----------------------|
|        |      | ENGELMANN SPRUCE                     | PICEA ENGELMANNII                           | 10' - 12' HGT.              | 30' - 40' HEIGHT                     | EVERGREEN             |
|        | X    | SCOTCH PINE                          | PINUS SYLVESTRIS                            | 8' HGT.                     | 40' - 60' HEIGHT<br>30' - 40' SPREAD | EVERGREEN             |
|        | X    | COLORADO SPRUCE                      | PICEA PUNGENS                               | 8'-10' HGT.                 | 50' - 70' HEIGHT<br>30' SPREAD       | EVERGREEN             |
|        | X    | AUSTRIAN PINE                        | PINUS NIGRA                                 | 8'-10' B4B                  | 40' - 50' HEIGHT<br>20' SPREAD       | EVERGREEN             |
|        | X    | SKYLINE HONEY LOCUST                 | GLEDITSIA TRIANCANTHOS<br>INERMIS 'SKYCOLE' | 1-1/2" CAL B4B              | 60' - 70' HEIGHT<br>30' - 50' SPREAD | CANOPY                |
|        | X    | NORTHWOOD RED MAPLE                  | ACER RUBRUM 'NORTHWOOD'                     | 1-1/2" CAL B4B              | 40' - 50' HEIGHT<br>20' SPREAD       | CANOPY                |
|        | X    | SINGLE STEM ASPEN                    | POPULUS TREMULOIDES                         | 8' CAL B4B                  | 30' - 40' HEIGHT<br>20' - 30' SPREAD | CANOPY                |
|        | X    | QUAKING ASPEN (CLUMP - MIN. 3 TREES) | POPULUS TREMULOIDES                         | 1-1/2" CAL B4B              | 30' - 40' HEIGHT<br>20' - 30' SPREAD | CANOPY                |
|        | X    | PATMORE GREEN ASH                    | FRAXINUS PENNSYLVANICA<br>'PATMORE'         | 1-1/2" CAL B4B              | 30' - 45' HEIGHT<br>15' - 20' SPREAD | CANOPY                |
|        | X    | BLACK ASH                            | FRAXINUS NIGRA                              | 1-1/2" CAL B4B              | 30' - 45' HEIGHT<br>15' - 20' SPREAD | CANOPY                |
|        | X    | CANADA RED CHERRY                    | PRUNUS VIRGINIANA<br>'CANADA RED'           | 1-1/2" CAL B4B              | 20' - 25' HEIGHT<br>18' - 25' SPREAD | NON-CANOPY ORNAMENTAL |
|        | X    | EUROPEAN MOUNTAIN ASH                | SORBUS AUCUPARIA                            | 10' HGT. / 1 1/2" - 2" DIA. | 20' - 30' HEIGHT<br>20' - 25' SPREAD | NON-CANOPY ORNAMENTAL |
|        | X    | PINK FLOWERING CRAB                  | MALUS THUNDERCHILD                          | 8' HGT. / 1 1/2" DIA.       | 15' HEIGHT<br>15' SPREAD             | ORNAMENTAL            |
|        | X    | DWARF MUGHO PINE                     | PINUS MUGO 'FUMILO'                         | 3' B4B                      | 4'                                   | EVERGREEN SHRUB       |
|        | X    | BUFFALO JUNIPER                      | JUNIPERUS SABINA<br>'BUFFALO'               |                             | 6'-8' SPREAD                         | EVERGREEN SHRUB       |
|        | X    | GOLDFLAME SPIREA                     | SPIRAEA x BUMALDA<br>'GOLDFLAME'            |                             | 2'-3'                                | DECIDUOUS SHRUB       |
|        | X    | FROBEL SPIREA                        | SPIRAEA x BUMALDA<br>'FROBELLI'             |                             | 3'-4'                                | DECIDUOUS SHRUB       |
|        | X    | DWARF KOREAN LILAC                   | SYRINGA MEYERI 'PALIBIN'                    |                             | 3'-4'                                | DECIDUOUS SHRUB       |
|        | X    | KATHERINE DYKES POTENTILLA           | POTENTILLA FRUTICOSA<br>KATHERINE DYKES     | 5 GALLON                    | 2'-6'                                | DECIDUOUS SHRUB       |
|        | X    | RED-TWIG DOGWOOD                     | CORNUS SERICEA                              | 5 GALLON                    | 4'-8'                                | DECIDUOUS SHRUB       |
|        | X    | ANTHONY WATERER SPIREA               | SPIRAEA x BUMALDA 'A<br>WATERER'            | 5 GALLON                    | 2'-6'                                | DECIDUOUS SHRUB       |
|        | X    | ALFREDO VIBURNUM                     | VIBURNUM TRILOBUM<br>'ALFREDO'              | 12", 2 GAL.                 | 4'                                   | DECIDUOUS SHRUB       |
|        | X    | NORMAN SPIREA                        | SPIRAEA JAPONICA<br>NORMAN                  | 18", 2 GAL.                 | 6'                                   | DECIDUOUS SHRUB       |
|        | X    | HEDGE COTONEASTER                    | COTONEASTER LUCIDUS                         | 18 - 24", 2 GAL.            | 2 1/2 - 6'                           | DECIDUOUS SHRUB       |
|        | X    | ISANTI DOGWOOD                       | CORNUS SERICEA 'ISANTI'                     | 18 - 24", 2 GAL.            | 6'                                   | DECIDUOUS SHRUB       |
|        | X    | SEASONAL COLOR                       | XXX   | XXX                         | XXX                                  | XXX                   |
|        | X    | LAWN                                 | XXX   | XXX                         | XXX                                  | XXX                   |

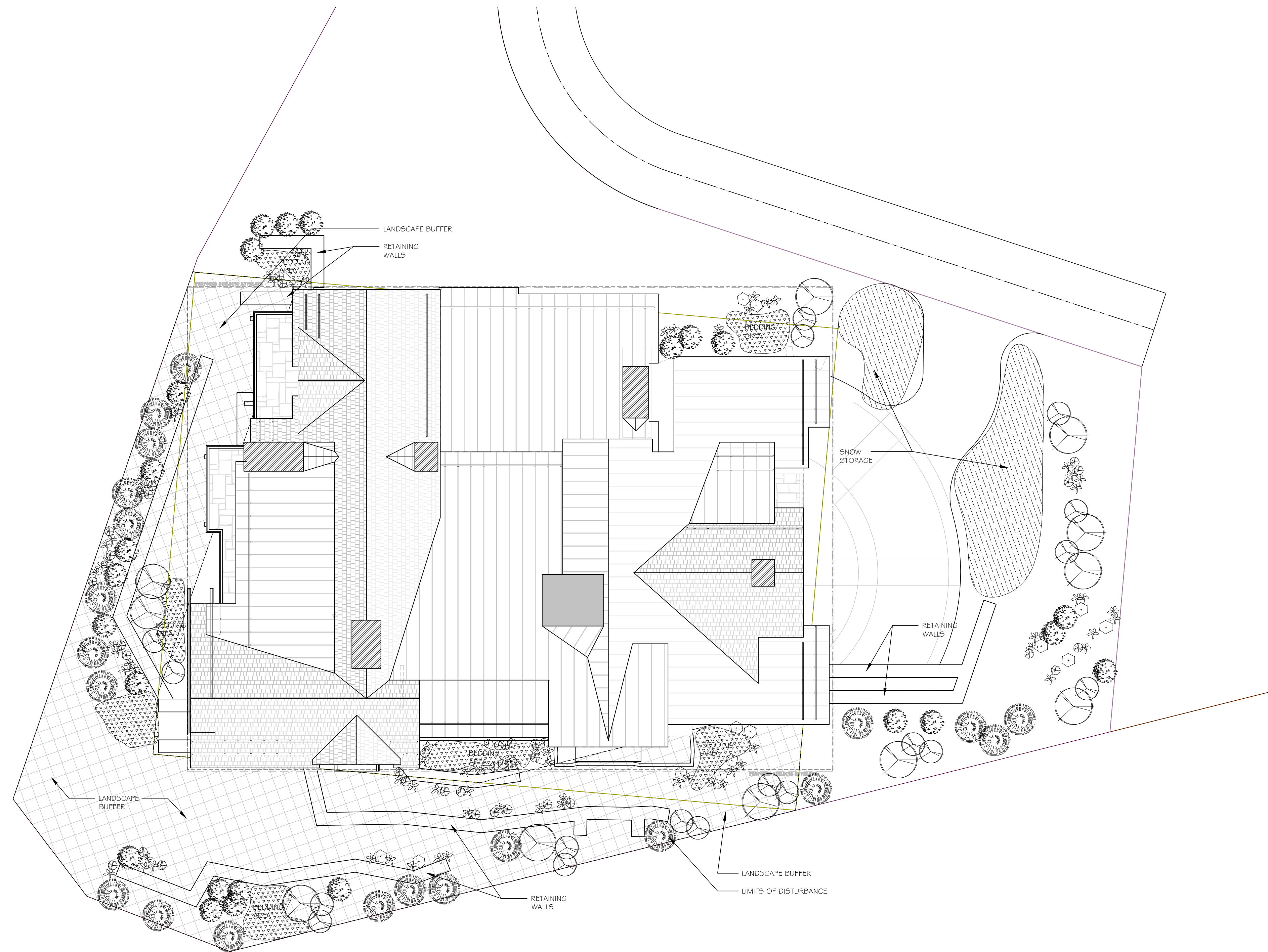
## LANDSCAPE NOTES

- PROVIDE SOD AT ALL AREAS LABELED LAWN AREA. PROVIDE 16-20-0 FERTILIZER AT 10 LBS. PER 1000 SQUARE FEET.
- ALL PLANTS AND LAWN TO BE GUARANTEED FOR AT LEAST TWO WINTERS.
- PROVIDE UNDERGROUND SPRINKLER SYSTEM AT ALL LAWN AREAS (FULL COVERAGE). PROVIDE UNDERGROUND AUTOMATIC SPRINKLER SYSTEM THROUGHOUT WITH DRIP IRRIGATION AT TREE AND SHRUB BEDS AND SPRAY IRRIGATION FOR PERENNIAL AND ANNUAL BEDS.
- PROVIDE ALL FINISHED GRADING WITH MIN. 6" TOPSOIL.
- SINGLE STEM CANOPY TREES @IN SITE VISION TRIANGLES TO BE MAINTAINED SUCH THAT NO CANOPY FOLIAGE EXISTS BELOW A HEIGHT OF TEN FEET ABOVE CENTERLINE OF INTERSECTING STREETS.
- ALL ON-SITE UTILITIES TO BE BURIED. COORDINATE TRENCHING AND COMBINE INSTALLATION OF UTILITIES WHEREVER POSSIBLE.
- PROVIDE 1 1/2" - 3" MIN. WASHED ROUND COBBLES AT ALL GROUP PLANTING AREAS WITH PRO-GRADE PLASTIC EDGING & HEAVY-DUTY WEED CONTROL MAT.
- FOR AREAS OUTSIDE SPECIFIED LAWN AREAS, PROVIDE INDIGENOUS GRASS SEED MIX. ALL DISTURBED AREAS WITH A SLOPE GREATER THAN 2:1 TO BE COVERED WITH EROSION CONTROL MAT AND HYDRA-SEEDING.
- SAVE ALL BOULDERS FOUND DURING EXCAVATION FOR USE DURING FINAL LANDSCAPING OF BOULDER RETAINING WALLS.
- PROVIDE A 1 1/2" - 3" WASHED COBBLE FILLED SWALE AT ALL MAJOR DRIP LINES.
- ALL SHADED AREAS ADJACENT TO HOUSE TO BE MITIGATED WITH A MULCHED FOUNDATION BED.
- ALL TREES TO BE TIED AND STAKED FOR A MINIMUM OF ONE YEAR.

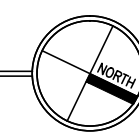
NOTE:  
COORD DOWNSPOUT / LEADER  
LOCATIONS WITH ARCH PRIOR TO  
POURING ANY EXTERIOR SLABS

## LANDSCAPE POINTS

| REQUIRED                                      | xxx POINTS |
|---|------------|
| PROVIDED                                      | xxx POINTS |
| xxx POINTS PROVIDED THROUGH SECTION 18.48.060 | xxx        |
| xxx POINTS PROVIDED THROUGH SECTION 18.48.060 | xxx        |
| xxx POINTS PROVIDED THROUGH SECTION 18.48.060 | xxx        |



PRELIMINARY LANDSCAPING PLAN  
SCALE: 1" = 10'-0"



SMUGGLER  
SKI RUN

BUTTERFLY  
SKI RUN

BUTTERFLY  
SKI RUN

JOB No. XXXX  
CHECKED BY XXX  
DRAWN BY DRAWBY

ARCHITECT  
**LOCATI ARCHITECTS**  
1007 E. MAIN SUITE 202-BOZEMAN MONTANA  
407-587-1130 FAX 407-587-7299

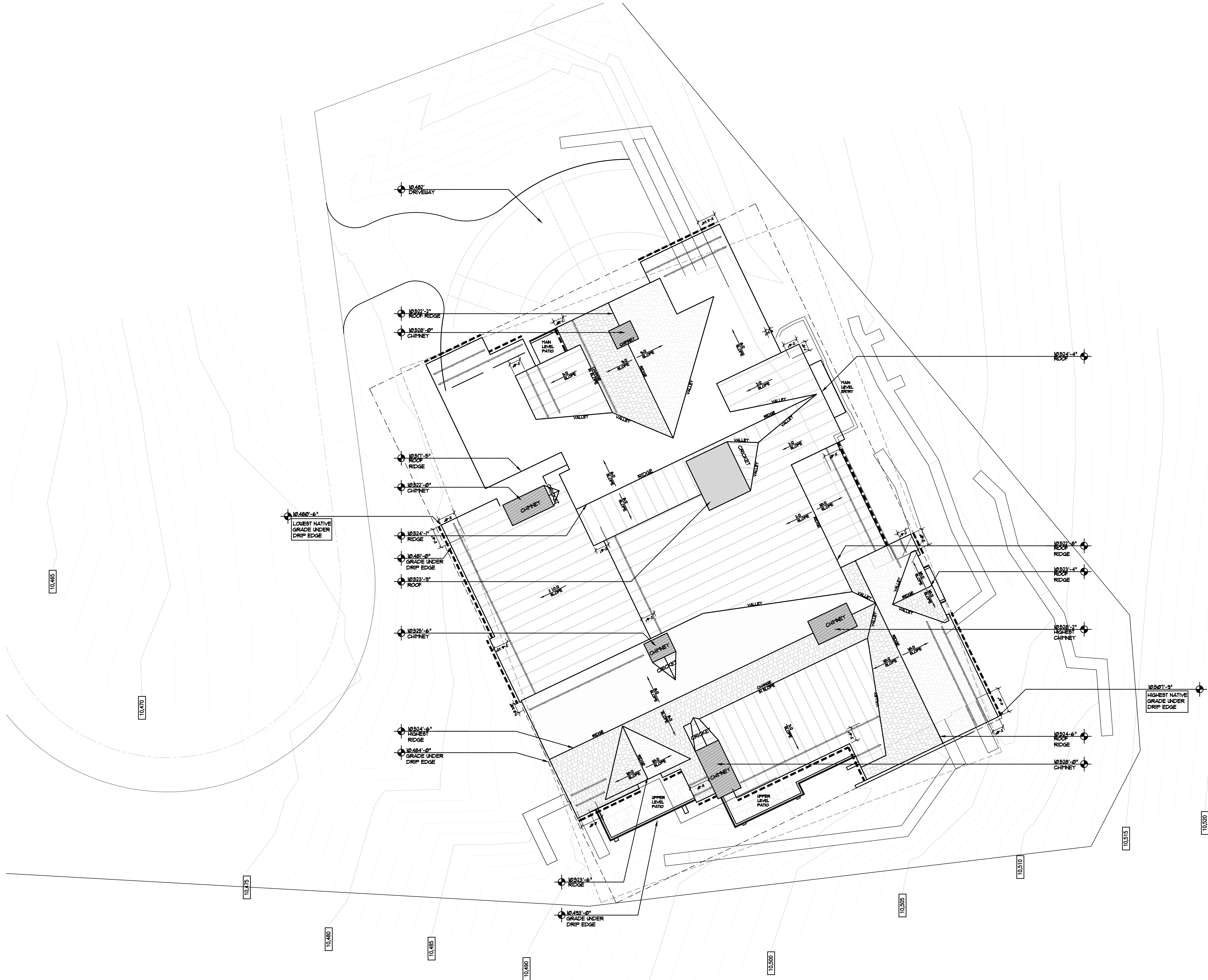
CONSULTANTS  
STRUCTURAL  
MECHANICAL  
ELECTRICAL

PROJECT / OWNER  
**ROST RESIDENCE**  
TELLURIDE COLORADO

DATE 02-05-2016  
ISSUE PROGRESS SET

SHEET NUMBER  
**L1.0**





**ROOF PLAN**  
SCALE: 1/8"=1'-0"

| MAXIMUM BUILDING HT.   |           |
|--|-----------|
| 17.5.11 PARAGRAPH B  |           |
| B- METHOD FOR MEASURING BUILDING HEIGHT  |           |
| -BUILDING HEIGHT SHALL BE MEASURED VERTICALLY AT A RIGHT ANGLE TO THE HORIZON LINE FROM ANY POINT ON A PROPOSED OR EXISTING ROOF OR EAVE (INCLUDING BUT NOT LIMITED TO THE ROOFING MEMBRANE) TO THE NATURAL GRADE OR FINISHED GRADE, WHICHEVER IS MORE RESTRICTIVE, LOCATED DIRECTLY BELOW SAID POINT OF THE ROOF OR EAVES |           |
| MAX. BUILDING HT.  |           |
| LOWEST NATIVE GRADE UNDER EAVE   | 10480'-6" |
| HIGHEST ROOF RIDGE   | 10524'-6" |
| ACTUAL BUILDING HEIGHT - 44'-0"  | 10524'-6" |
| MAX. BUILDING HEIGHT - 45'-0"  | 10525'-6" |

**LOCATI ARCHITECTS**  
 ARCHITECT

**ROST RESIDENCE**  
 PROJECT / OWNER

DATE: 02-05-2016  
 ISSUE: PROGRESS SET

**A0.1**  
 SHEET NUMBER

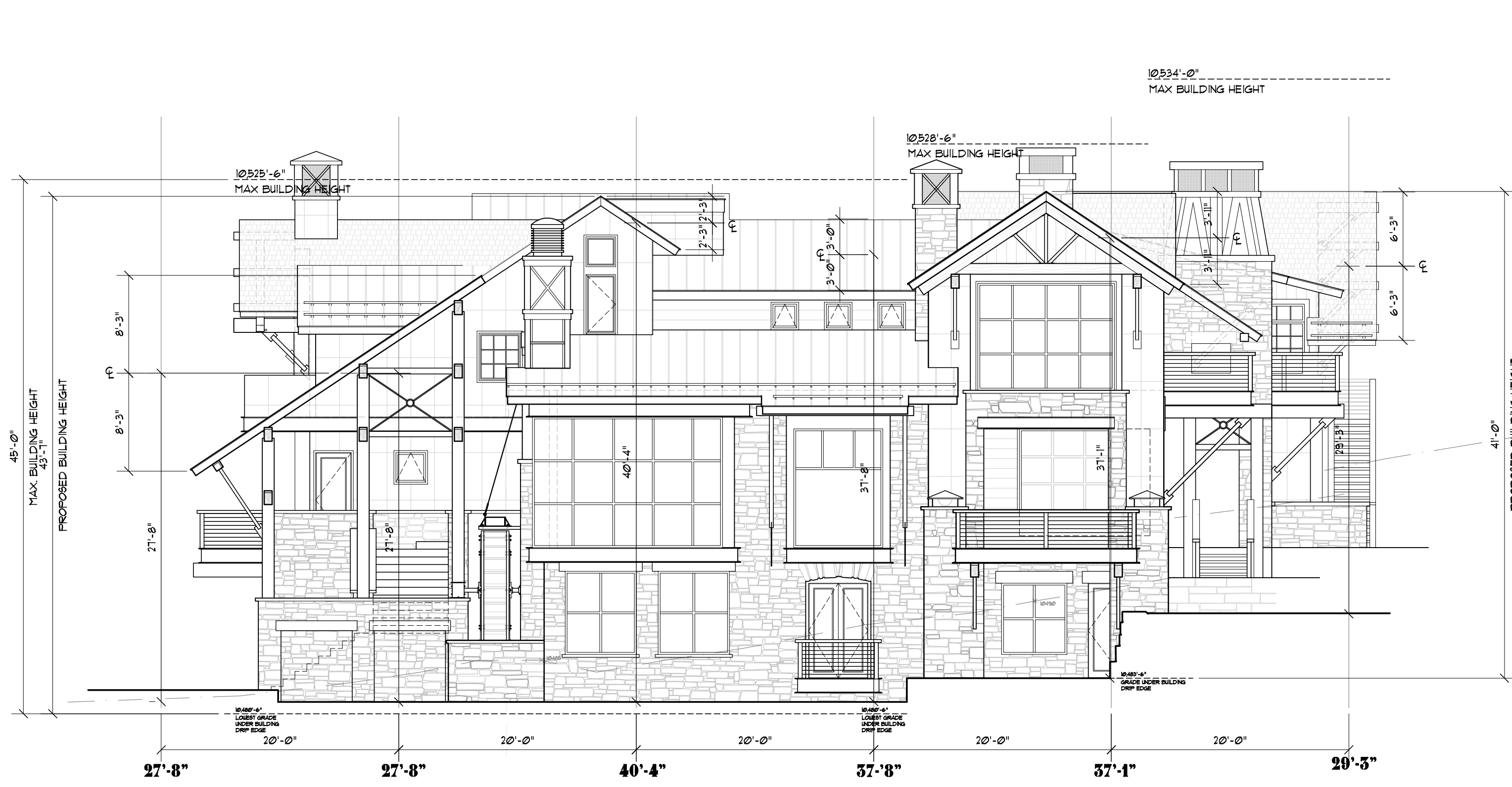
COLORADO  
 TELLURIDE

CONSULTANTS:  
 STRUCTURAL  
 MECHANICAL  
 ELECTRICAL

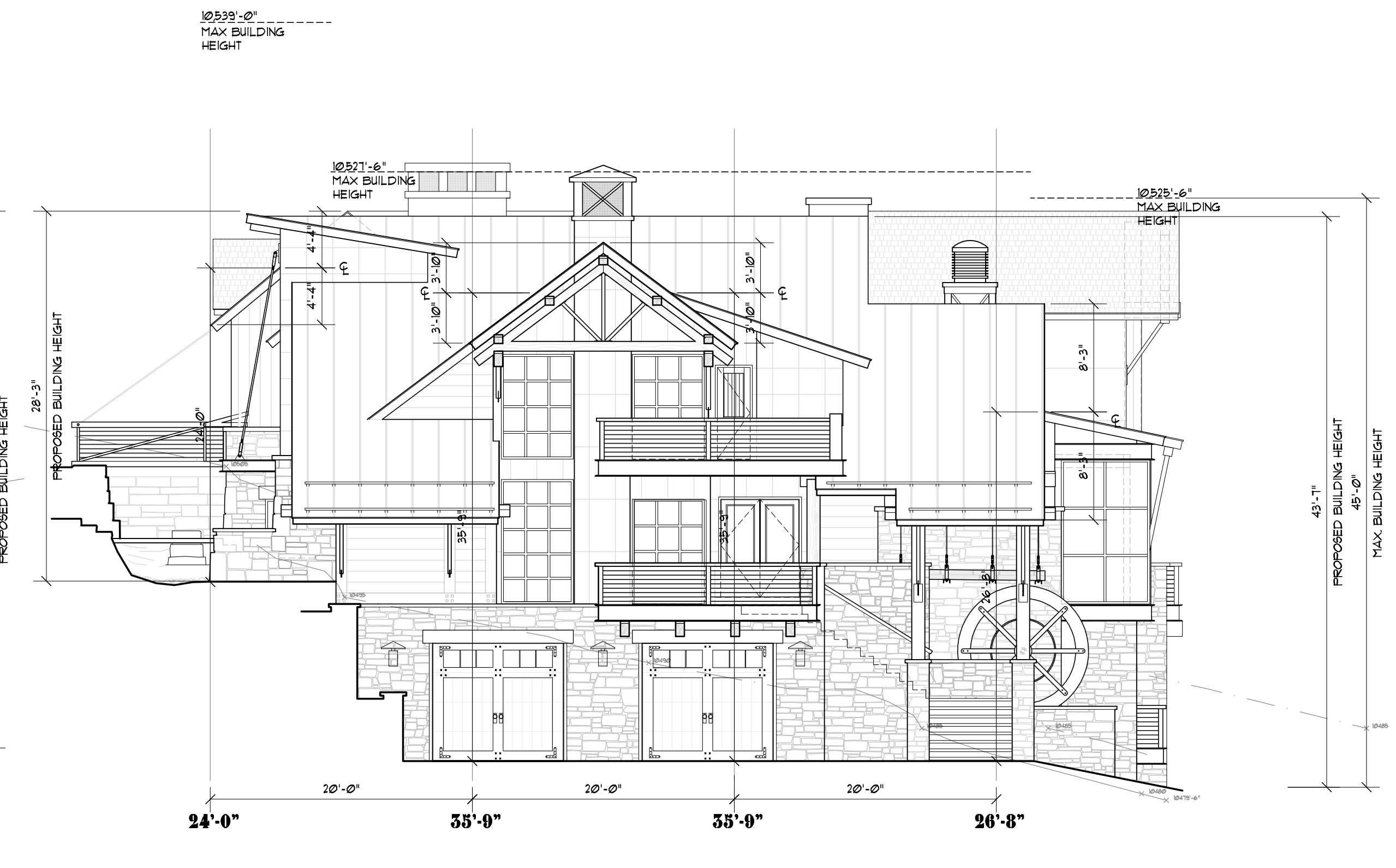
ARCHITECT  
**LOCATI ARCHITECTS**  
 1007 E. MAIN SUITE 202-BOZEMAN MONTANA  
 LOC. CAT. 1007 E. MAIN SUITE 202-BOZEMAN MONTANA  
 406-587-1180 FAX 406-587-7989

JOB No. XXXX  
 CHECKED BY XXX  
 DRAWN BY XXX

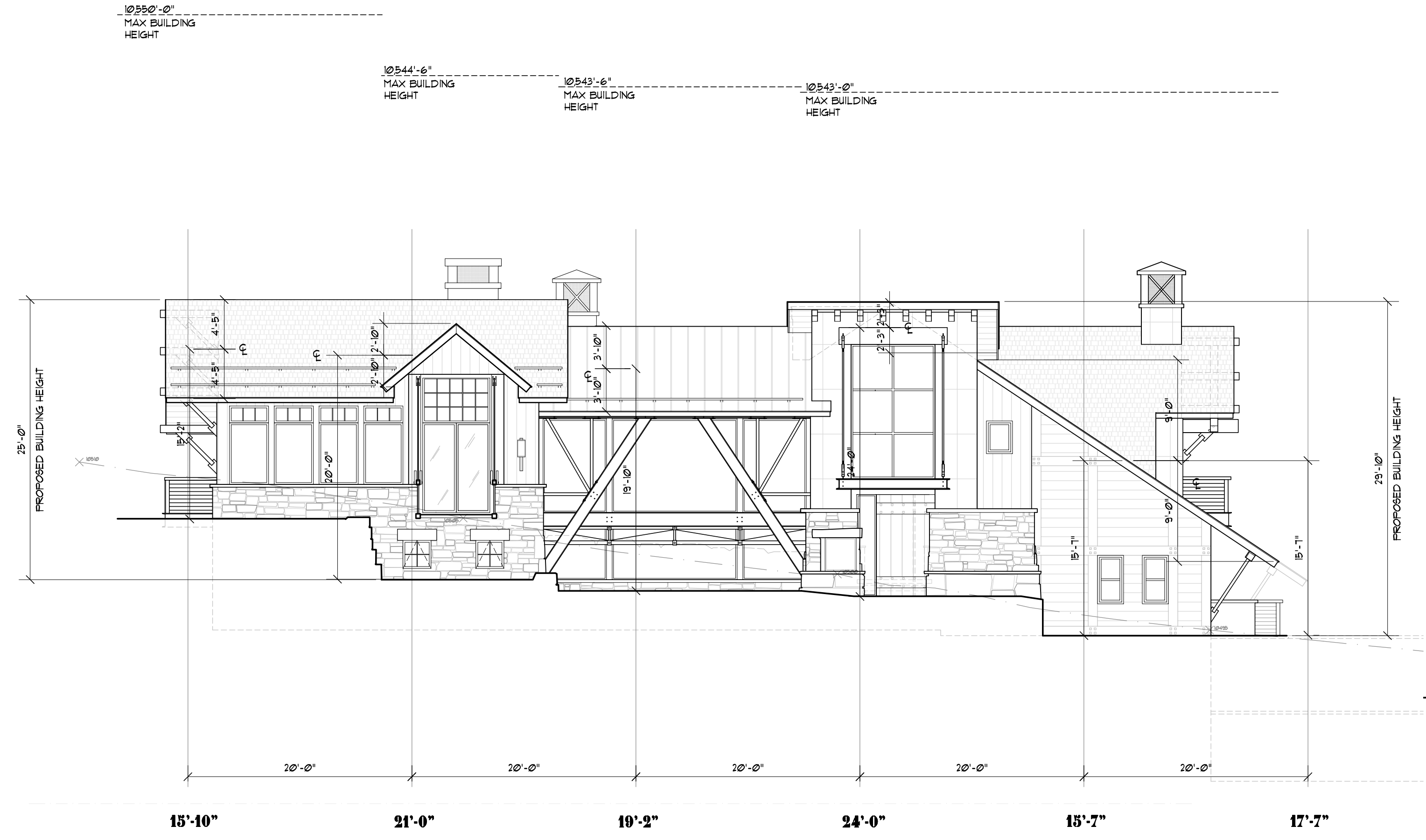
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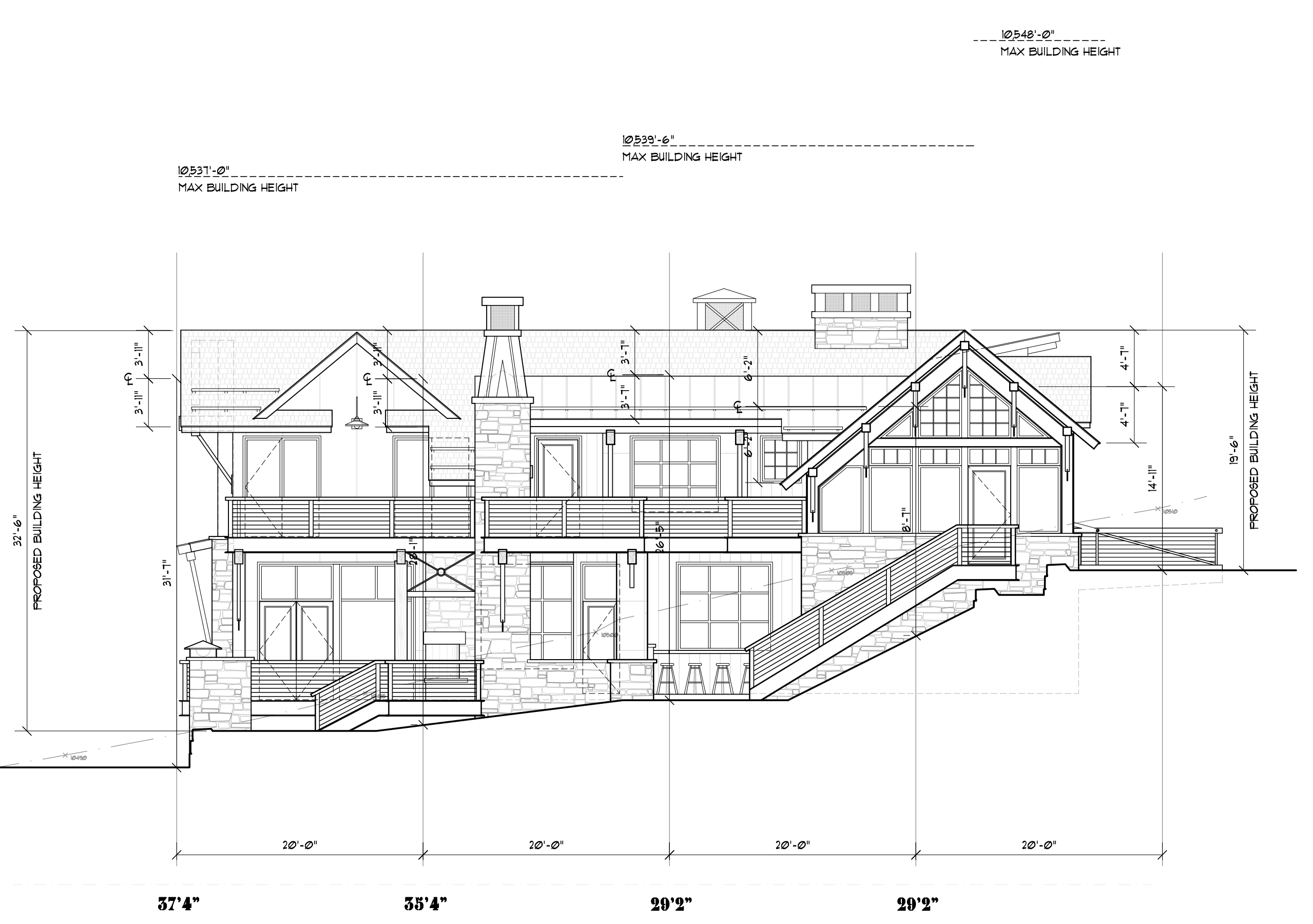
**WEST ELEVATION HEIGHTS**  
SCALE: 1/8"=1'-0"



**NORTH ELEVATION HEIGHTS**  
SCALE: 1/8"=1'-0"



**EAST ELEVATION HEIGHTS**  
SCALE: 1/8"=1'-0"



**SOUTH ELEVATION HEIGHTS**  
SCALE: 1/8"=1'-0"

| MAX. AVERAGE BUILDING HT.   |        |
|---|--------|
| <b>17.5.H PARAGRAPH C</b>   |        |
| C.  |        |
| 1. MAXIMUM AVERAGE HEIGHT SHALL BE MEASURED FROM THE FINISHED GRADE TO A POINT ON THE ROOF PLANE MIDWAY BETWEEN THE EAVE AND RIDGE.   |        |
| 2. ON COMPLEX BUILDINGS WITH MULTIPLE HEIGHTS ON SLOPING SITES THE MAX. AVERAGE HEIGHT SHALL BE DETERMINED BY TAKING AN AVERAGE OF THE HEIGHTS AT EQUAL INTERVALS AROUND THE PERIMETER OF THE BUILDING. THOSE INTERVALS SHALL BE NO MORE THAN TWENTY (20) FEET. |        |
| AVERAGE BUILDING HT.  |        |
| WEST  |        |
| 21'-8"  | 332'   |
| 21'-8"  | 332'   |
| 40'-4"  | 481'   |
| 31'-8"  | 452'   |
| 31'-1"  | 445'   |
| 29'-3"  | 351'   |
| NORTH   |        |
| 24'-0"  | 288'   |
| 35'-9"  | 429'   |
| 35'-9"  | 429'   |
| 21'-3"  | 321'   |
| EAST  |        |
| 15'-10"   | 190'   |
| 21'-0"  | 252'   |
| 19'-2"  | 230'   |
| 24'-0"  | 288'   |
| 15'-1"  | 181'   |
| 11'-1"  | 21'    |
| SOUTH   |        |
| 31'-4"  | 448'   |
| 35'-4"  | 424'   |
| 29'-2"  | 350'   |
| 29'-2"  | 350'   |
| TOTAL:  |        |
| 531'-4"   | 6,448' |
| AVERAGE:  |        |
| 26'-6"  | 320'   |

| MAXIMUM BUILDING HT.   |  |
|--|--|
| <b>17.5.H PARAGRAPH B</b>  |  |
| B. METHOD FOR MEASURING BUILDING HEIGHT  |  |
| -BUILDING HEIGHT SHALL BE MEASURED VERTICALLY AT A RIGHT ANGLE TO THE HORIZON LINE FROM ANY POINT ON A PROPOSED OR EXISTING ROOF OR EAVE (INCLUDING BUT NOT LIMITED TO THE ROOFING MEMBRANE) TO THE NATURAL GRADE OR FINISHED GRADE, WHICHEVER IS MORE RESTRICTIVE, LOCATED DIRECTLY BELOW SAID POINT OF THE ROOF OR EAVES |  |

JOB No. XXXX  
CHECKED BY XXX  
DRAWN BY

**LOCATI ARCHITECTS**  
1007 E. MAIN SUITE 202 BOZEMAN MONTANA  
C.C.A.T.I. 406-587-1158 FAX 407-7589

CONSULTANTS  
**STRUCTURAL MECHANICAL ELECTRICAL**

**ROST RESIDENCE**  
TELLURIDE COLORADO

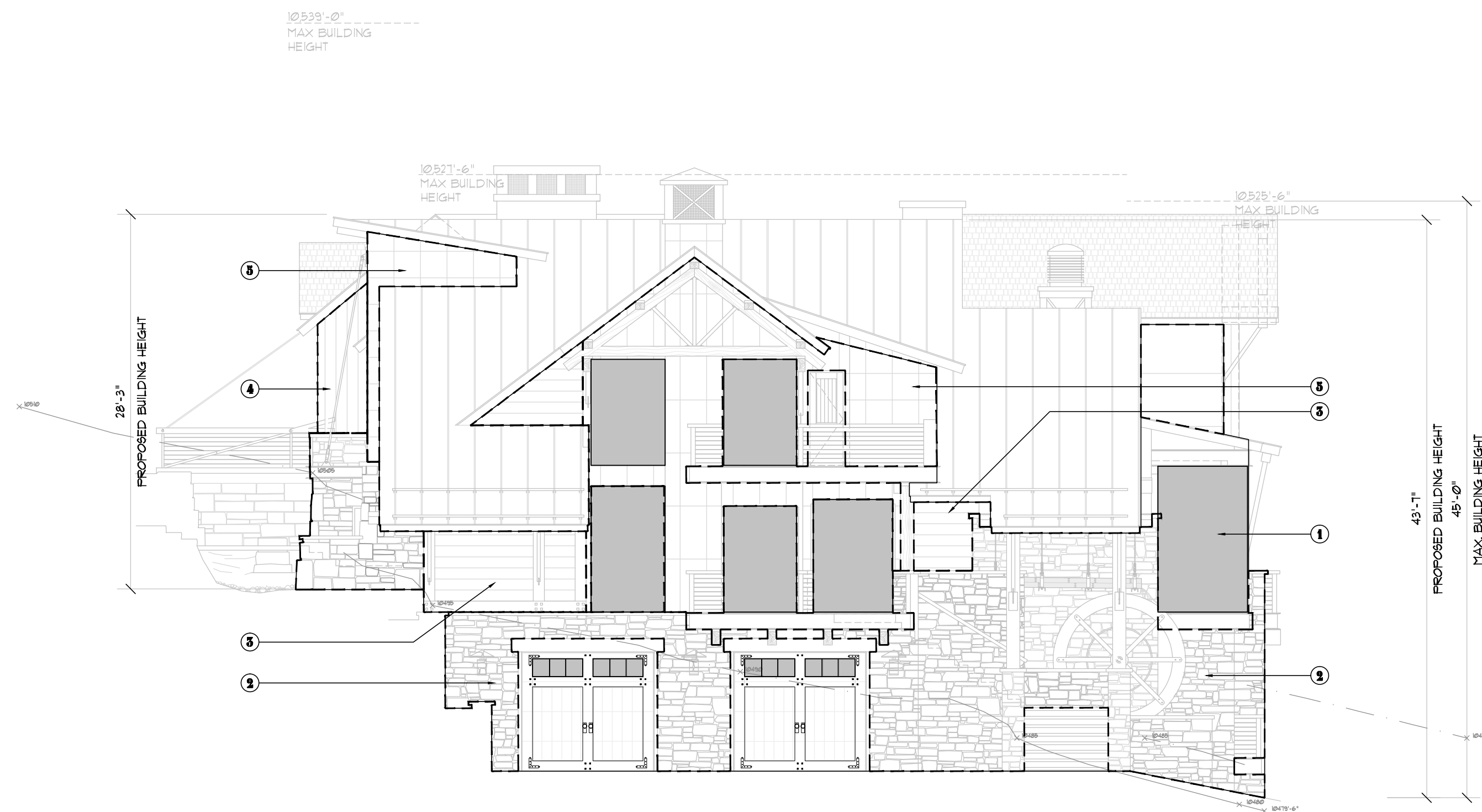
PROJECT / OWNER  
**ROST RESIDENCE**  
TELLURIDE

DATE 02-05-2016  
ISSUE  
PROGRESS SET

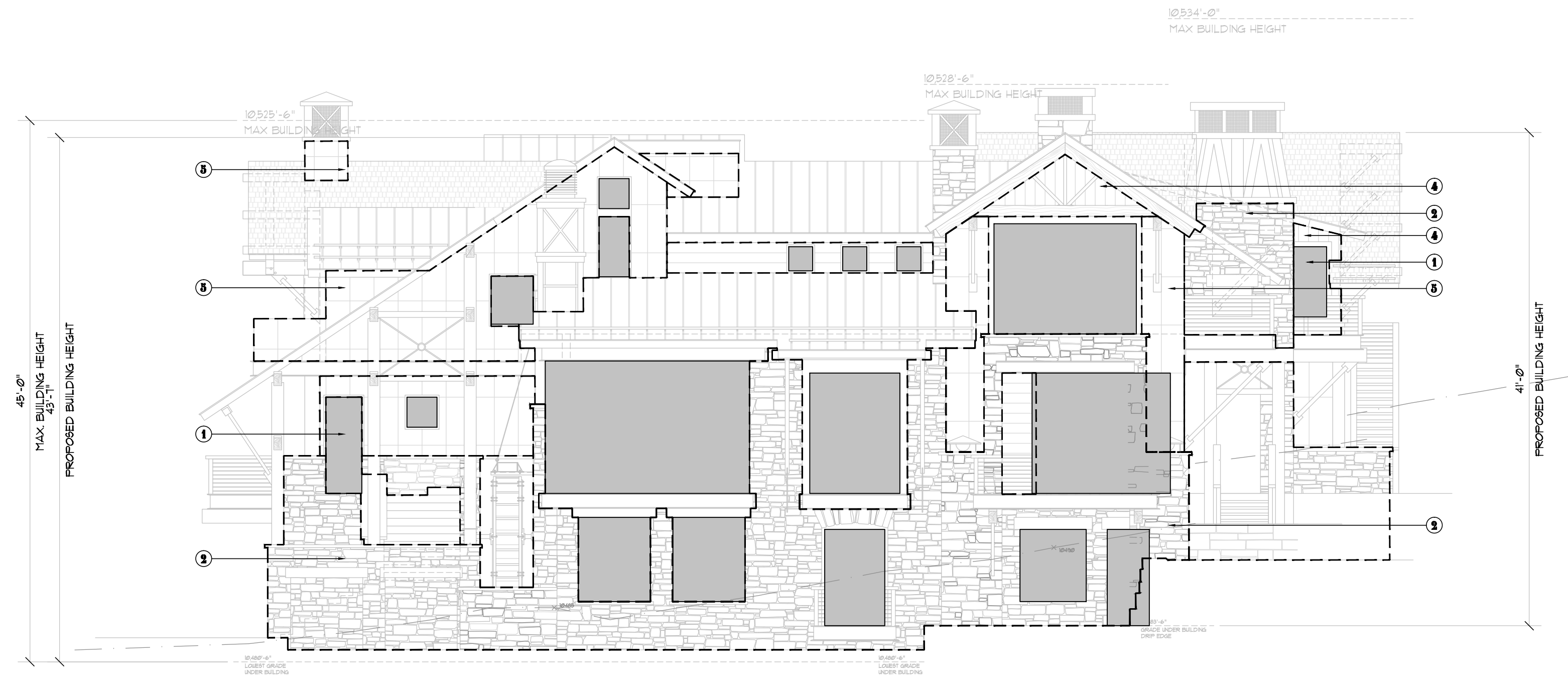
**A0.2**

SHEET NUMBER

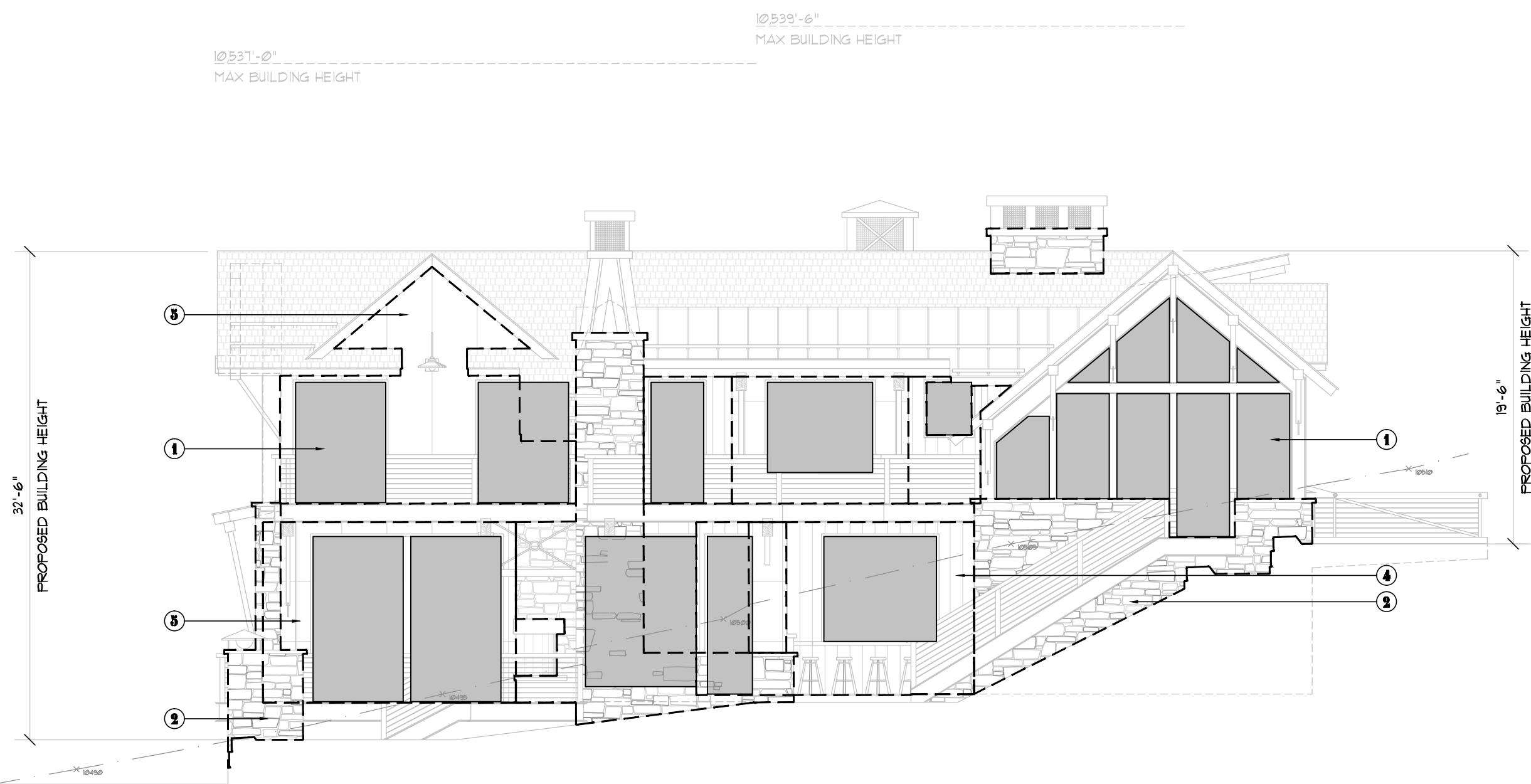




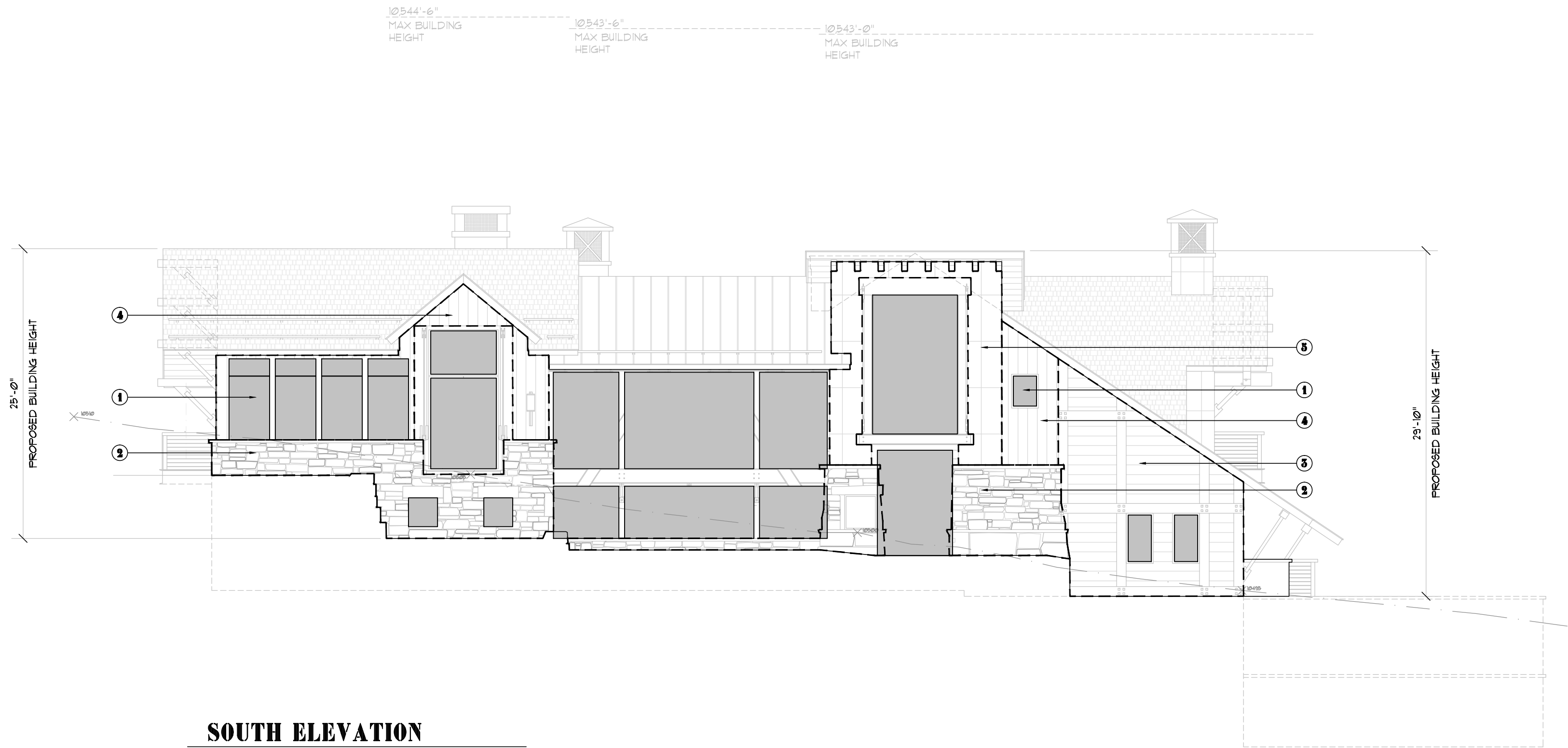
**EAST ELEVATION**  
SCALE: 1/8"=1'-0"



**NORTH ELEVATION**  
SCALE: 1/8"=1'-0"



**WEST ELEVATION**  
SCALE: 1/8"=1'-0"



**SOUTH ELEVATION**  
SCALE: 1/8"=1'-0"

| ELEVATION                         | MATERIAL          | SQ. FT. | PERCENTAGE |
|-----------------------------------|-------------------|---------|------------|
| <b>NORTH</b> TOTAL SQ. FT. = 1506 |                   |         |            |
| 1                                 | GLAZING           | 330     | 22%        |
| 2                                 | STONE VENEER      | 640     | 43%        |
| 3                                 | HORIZ. LAP SIDING | 121     | 8%         |
| 4                                 | VERT. IX SIDING   | 31      | 2%         |
| 5                                 | METAL SIDING      | 372     | 25%        |

| ELEVATION                        | MATERIAL          | SQ. FT. | PERCENTAGE |
|----------------------------------|-------------------|---------|------------|
| <b>EAST</b> TOTAL SQ. FT. = 2519 |                   |         |            |
| 1                                | GLAZING           | 161     | 30%        |
| 2                                | STONE VENEER      | 1140    | 45%        |
| 3                                | HORIZ. LAP SIDING | 72      | 3%         |
| 4                                | VERT. IX SIDING   | 56      | 2%         |
| 5                                | METAL SIDING      | 490     | 20%        |

| ELEVATION                         | MATERIAL          | SQ. FT. | PERCENTAGE |
|-----------------------------------|-------------------|---------|------------|
| <b>SOUTH</b> TOTAL SQ. FT. = 1311 |                   |         |            |
| 1                                 | GLAZING           | 626     | 48%        |
| 2                                 | STONE VENEER      | 415     | 30%        |
| 3                                 | HORIZ. LAP SIDING | 0       | 0%         |
| 4                                 | VERT. IX SIDING   | 81      | 6%         |
| 5                                 | METAL SIDING      | 295     | 19%        |

| ELEVATION                        | MATERIAL          | SQ. FT. | PERCENTAGE |
|----------------------------------|-------------------|---------|------------|
| <b>WEST</b> TOTAL SQ. FT. = 1354 |                   |         |            |
| 1                                | GLAZING           | 635     | 41%        |
| 2                                | STONE VENEER      | 273     | 20%        |
| 3                                | HORIZ. LAP SIDING | 220     | 16%        |
| 4                                | VERT. IX SIDING   | 118     | 9%         |
| 5                                | METAL SIDING      | 108     | 8%         |

| ELEVATION                                    | MATERIAL          | SQ. FT. | PERCENTAGE |
|--|-------------------|---------|------------|
| <b>TOTALS</b> TOTAL COMBINED SQ. FT. = 6,756 |                   |         |            |
| 1  | GLAZING           | 2,382   | 35%        |
| 2  | STONE VENEER      | 2,468   | 37%        |
| 3  | HORIZ. LAP SIDING | 419     | 6%         |
| 4  | VERT. IX SIDING   | 292     | 4%         |
| 5  | METAL SIDING      | 1,225   | 18%        |

| LEGEND |                  |
|--------|------------------|
|        | NON-GLAZING AREA |
|        | GLAZING AREA     |

NOTE: SEE ELEVATION SHEET A3.0-A3.3 FOR ADDITIONAL INFORMATION

**ELEVATION SQ. FOOTAGES**  
SCALE: 1/8"=1'-0"

ARCHITECT  
**LOCATI ARCHITECTS**  
 1007 E. MAIN SUITE 202 BOZEMAN MONTANA  
 406-587-1158 FAX 406-587-7589

PROJECT / OWNER  
**ROST RESIDENCE**  
 TELLURIDE COLORADO

DATE  
 02-05-2016

ISSUE  
 PROGRESS SET

JOB No. XXXX  
 CHECKED BY XXX  
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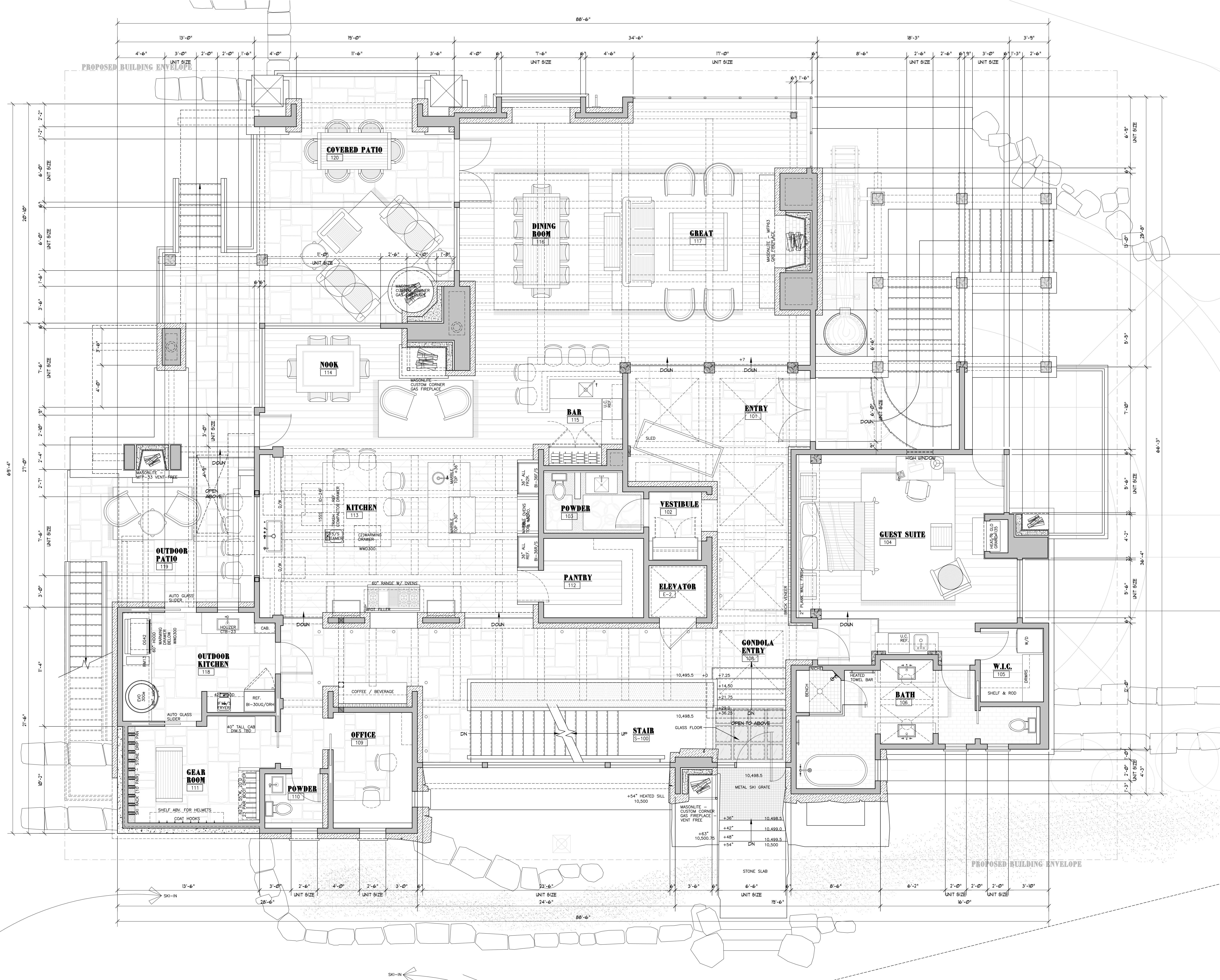
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**A0.5**

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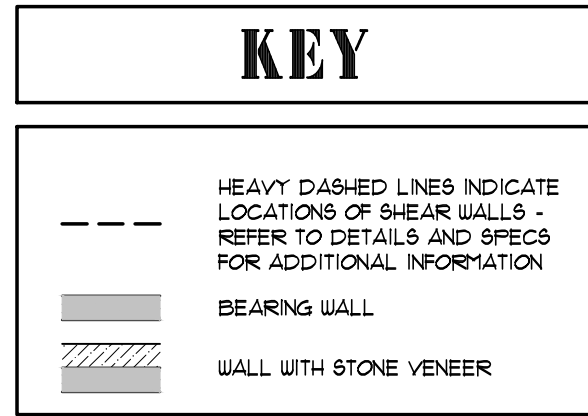




- NOTES:**
- CONTRACTOR TO PROVIDE BLOCKING AS NECESSARY FOR ALL CABINETS, CABEWORK, BATHROOM ACCESSORIES, HANDRAIL LOCATIONS, FIXTURES, ETC.
  - LOCATIONS TO COORDINATE ALL FRAMING MEMBERS WITH ELECTRICAL, PLUMBING, AND MECHANICAL LAYOUT PLANS.
  - ALL WINDOW AND DOOR RO'S TO BE FRAMED FROM SUPPLIER'S CUT SHEETS APPROVED BY ARCHITECT.
  - PROVIDE 3 1/2" SOUND BATT w/ 5/8" GYP. BD. w/ RESILIENT CHANNEL IN ALL PLUMBING, BATHROOM, & BEDROOM WALLS.
  - PROVIDE 5/8" GYP. BD. OVER RESILIENT CHANNEL w/ SOUND BATT INSUL. IN BASEMENT BEDROOM, REC. ROOM, AND BATHROOM CEILING CAVITIES.
  - ALL EXTERIOR PLUMBING, & STRUCTURAL WALL TO BE 2x6 CONSTRUCTION UNDO - VERIFY ALL OTHER WALLS w/ FLOOR PLANS.
  - VERIFY SOFFIT FRAMING w/ ARCH. & OWNER PRIOR TO CONSTRUCTION - COORD. w/ MECHANICAL DUCTWORK.
  - DOOR OPENINGS ARE TO BE EITHER CENTERED OR 6" OFF ADJ. WALL UNLESS OTHERWISE NOTED.

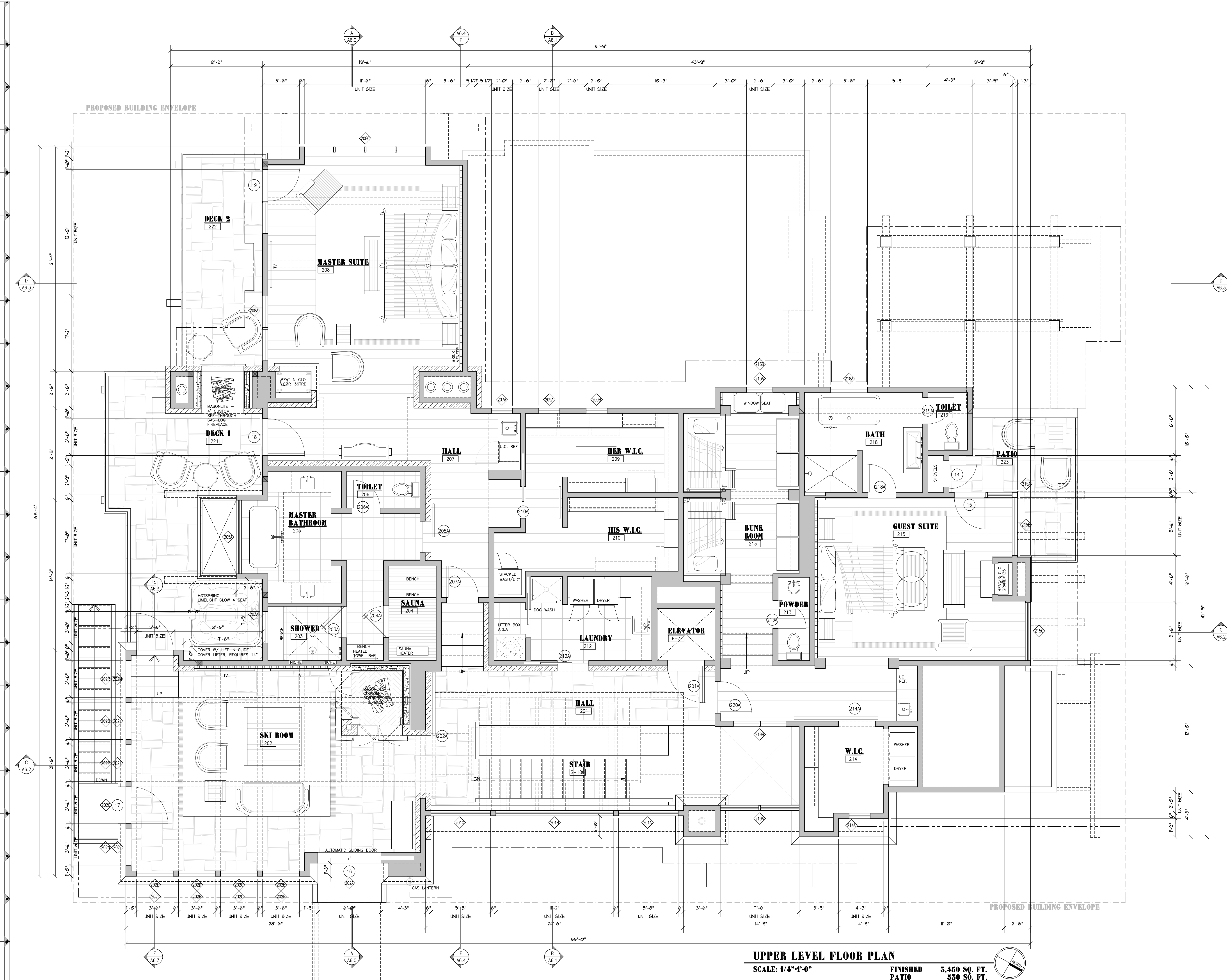
- MECH. ROOM NOTES:**
- INSULATE ALL WATER PIPES AND SEWER DRAINS @ MECH. ROOM.
  - VFY. ALL MECH. EQUIP. w/ MECH. ENGINEER & CONTRACTOR.
  - VENT MECH. ROOM TO OUTSIDE. VFY. LOCATION & SPEC. w/ ARCH.
  - PROVIDE 3 1/2" SOUND BATT INSUL. @ CEILING w/ 5/8" GYP. BOARD OVER RESILIENT CHANNEL.

- INSULATION GENERAL NOTES:**
- EXT. WALLS:
    - 2" SPRAY URETHANE INSULATION w/ R11 BATT INSULATION
  - RAFTERED ROOF AREAS:
    - 3/12 ROOF PITCHES TO HAVE FULL SPRAY-IN URETHANE INSULATION
    - 8/12 ROOF PITCHES TO HAVE R-48 SPRAY INSULATION
  - TRUSS ROOF AREAS:
    - R50 B.I.B. INSULATION
  - 2" RIGID PERIMETER INSULATION AT SLAB ON GRADE AREAS
  - ALL STEEL BEAMS TO BE SPRAYED w/ MIN. 4" SPRAY FOAM INSULATION UNLESS IN CONDITIONED SPACE
  - ALL EXT. WALL LOCATION WITH STEEL COLUMNS TO HAVE FULL WALL CAVITY SPRAY-IN URETHANE INSULATION.
  - 2" MIN. SPRAY URETHANE INSULATION ONTO UNDERSIDE OF STAIR TREADS FOR SOUND ATTENUATION.
  - FLOOR OR UNFINISHED SPACE OF GARAGE TO HAVE R30 BATT INSULATION.
  - ENTIRE MAIN LEVEL FLOOR TO BE R19 MIN. BATTS ATTACHED TO FLOOR JOISTS
  - PROVIDE 3 1/2" SOUND BATT w/ 5/8" GYP. BD. IN ALL PLUMBING, BATHROOM, & BEDROOM WALLS.
  - PROVIDE 5/8" GYP. BD. OVER RESILIENT CHANNEL w/ SOUND BATT INSUL. IN BASEMENT MECHANICAL ROOM CEILING.
  - PROVIDE FIRE RETARDANT COATING OVER URETHANE INSULATION AT ATTIC - FIREFREE88 (FF88) OR EQUAL.



ARCHITECT: **LOCATI ARCHITECTS**  
 PROJECT / OWNER: **ROST RESIDENCE**  
 DATE: 02-05-2016  
 ISSUE: A2.1  
 PROGRESS SET  
 SHEET NUMBER: A2.1  
 JOB No. XXXX  
 CHECKED BY: XXX  
 DRAWN BY: XXX  
 CONSULTANTS: STRUCTURAL, MECHANICAL, ELECTRICAL  
 COLORADO TELLURIDE  
 LOCATI 1007 E. MAIN SUITE 202-BOZEMAN MONTANA  
 LOCATI 498-587-1130 FAX 498-797-999

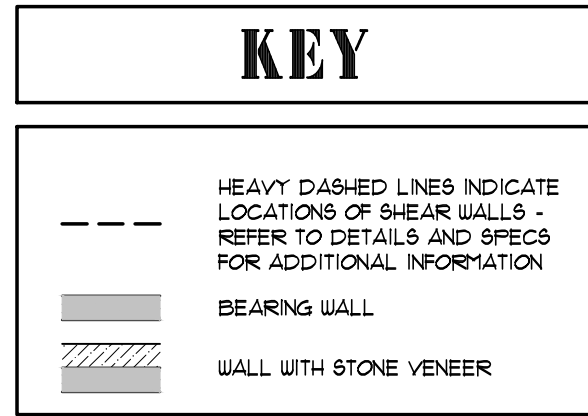




- NOTES:**
- CONTRACTOR TO PROVIDE BLOCKING AS NECESSARY FOR ALL CABINETS, CABEWORK, BATHROOM ACCESSORIES, HANDRAIL LOCATIONS, FIXTURES, ETC.
  - CONTRACTOR TO COORDINATE ALL FRAMING MEMBERS WITH ELECTRICAL, PLUMBING, AND MECHANICAL LAYOUT PLANS.
  - ALL WINDOW AND DOOR RO'S TO BE FRAMED FROM SUPPLIER'S CUT SHEETS APPROVED BY ARCHITECT
  - PROVIDE 3 1/2" SOUND BATT w/ 5/8" GYP. BD. w/ RESILIENT CHANNEL IN ALL PLUMBING, BATHROOM, & BEDROOM WALLS.
  - PROVIDE 5/8" GYP. BD. OVER RESILIENT CHANNEL w/ SOUND BATT INSUL. IN BASEMENT BEDROOM, REG. ROOM, AND BATHROOM CEILING CAVITIES.
  - ALL EXTERIOR PLUMBING, & STRUCTURAL WALL TO BE 2x6 CONSTRUCTION UNDO - VERIFY ALL OTHER WALLS w/ FLOOR PLANS.
  - VERIFY SOFFIT FRAMING w/ ARCH. & OWNER PRIOR TO CONSTRUCTION - COORD. w/ MECHANICAL DUCTWORK.
  - DOOR OPENINGS ARE TO BE EITHER CENTERED OR 6" OFF ADJ. WALL UNLESS OTHERWISE NOTED.

- MECH. ROOM NOTES:**
- INSULATE ALL WATER PIPES AND SEWER DRAINS @ MECH. ROOM
  - VFY. ALL MECH. EQUIP. w/ MECH. ENGINEER & CONTRACTOR
  - VENT MECH. ROOM TO OUTSIDE. VFY. LOCATION & SPEC. w/ ARCH.
  - PROVIDE 3 1/2" SOUND BATT INSUL. @ CEILING w/ 5/8" GYP. BOARD OVER RESILIENT CHANNEL

- INSULATION GENERAL NOTES:**
- EXT. WALLS:
    - 2" SPRAY URETHANE INSULATION w/ RIG BATT INSULATION
  - RAFTERED ROOF AREAS:
    - 3/12 ROOF PITCHES TO HAVE FULL SPRAY-IN URETHANE INSULATION
    - 8/12 ROOF PITCHES TO HAVE R-48 SPRAY INSULATION
  - TRUSS ROOF AREAS:
    - R50 B.I.B. INSULATION
  - 2" RIGID PERIMETER INSULATION AT SLAB ON GRADE AREAS
  - ALL STEEL BEAMS TO BE SPRAYED w/ MIN. 4" SPRAY FOAM INSULATION UNLESS IN CONDITIONED SPACE
  - ALL EXT. WALL LOCATION WITH STEEL COLUMNS TO HAVE FULL WALL CAVITY SPRAY-IN URETHANE INSULATION
  - 2" MIN. SPRAY URETHANE INSULATION ONTO UNDERSIDE OF STAIR TREADS FOR SOUND ATTENUATION
  - FLOOR OR UNFINISHED SPACE OF GARAGE TO HAVE R30 BATT INSULATION
  - ENTIRE MAIN LEVEL FLOOR TO BE R19 MIN. BATT'S ATTACHED TO FLOOR JOISTS
  - PROVIDE 3 1/2" SOUND BATT w/ 5/8" GYP. BD. IN ALL PLUMBING, BATHROOM, & BEDROOM WALLS.
  - PROVIDE 5/8" GYP. BD. OVER RESILIENT CHANNEL w/ SOUND BATT INSUL. IN BASEMENT MECHANICAL ROOM CEILING.
  - PROVIDE FIRE RETARDANT COATING OVER URETHANE INSULATION AT ATTIC - FIREFREE88 (FF88) OR EQUAL.



**UPPER LEVEL FLOOR PLAN**  
 SCALE: 1/4"=1'-0"  
 FINISHED PATIO 5,450 SQ. FT.  
 550 SQ. FT.

ARCHITECT: **LOCATI ARCHITECTS**  
 CONSULTANTS: **STRUCTURAL MECHANICAL ELECTRICAL**  
 PROJECT / OWNER: **ROST RESIDENCE**  
 DATE: 02-05-2016  
 ISSUE: PROGRESS SET  
 SHEET NUMBER: **A2.9**  
 JOB No. XXXX  
 CHECKED BY: XXX  
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 COLORADO TELLURIDE

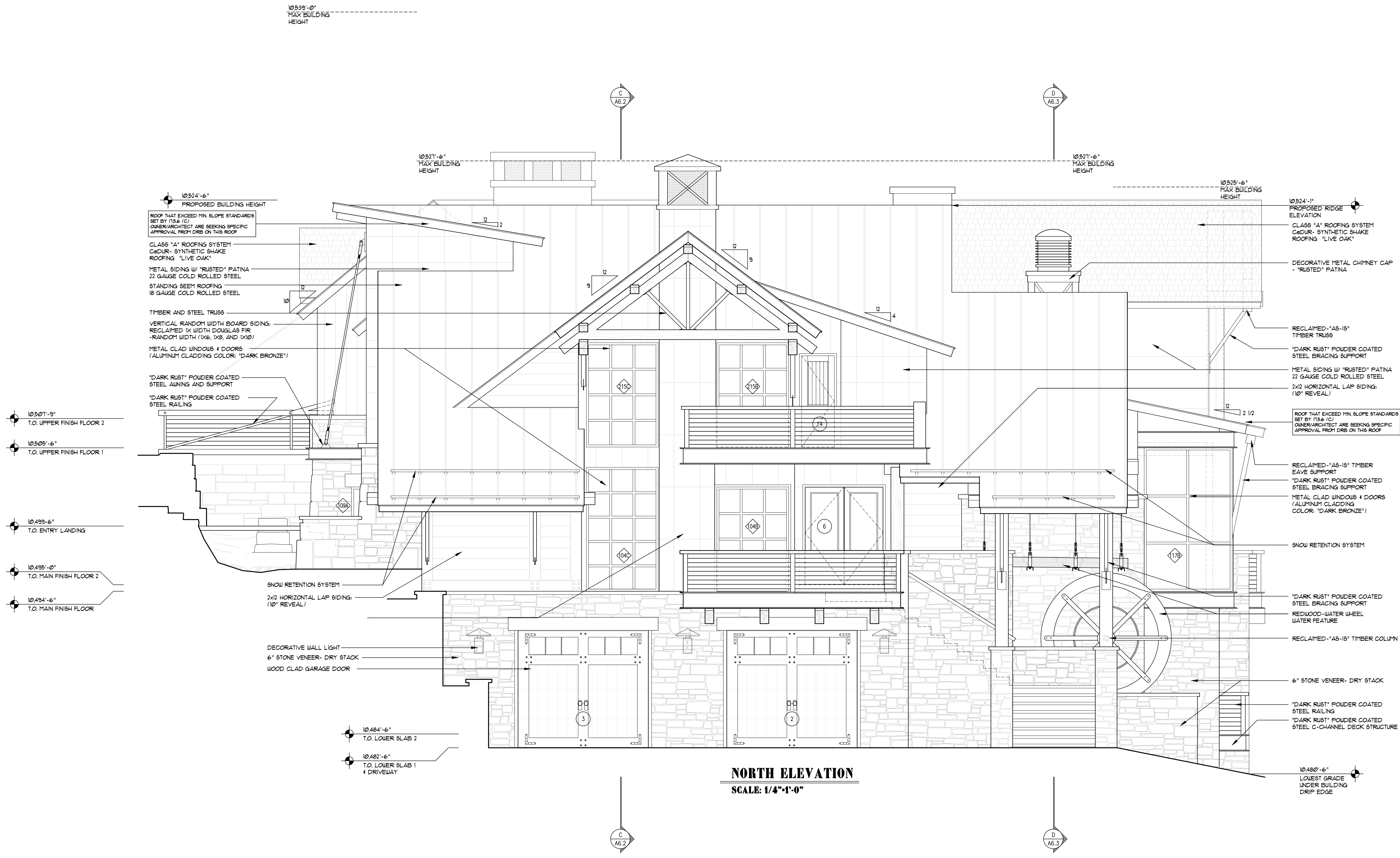








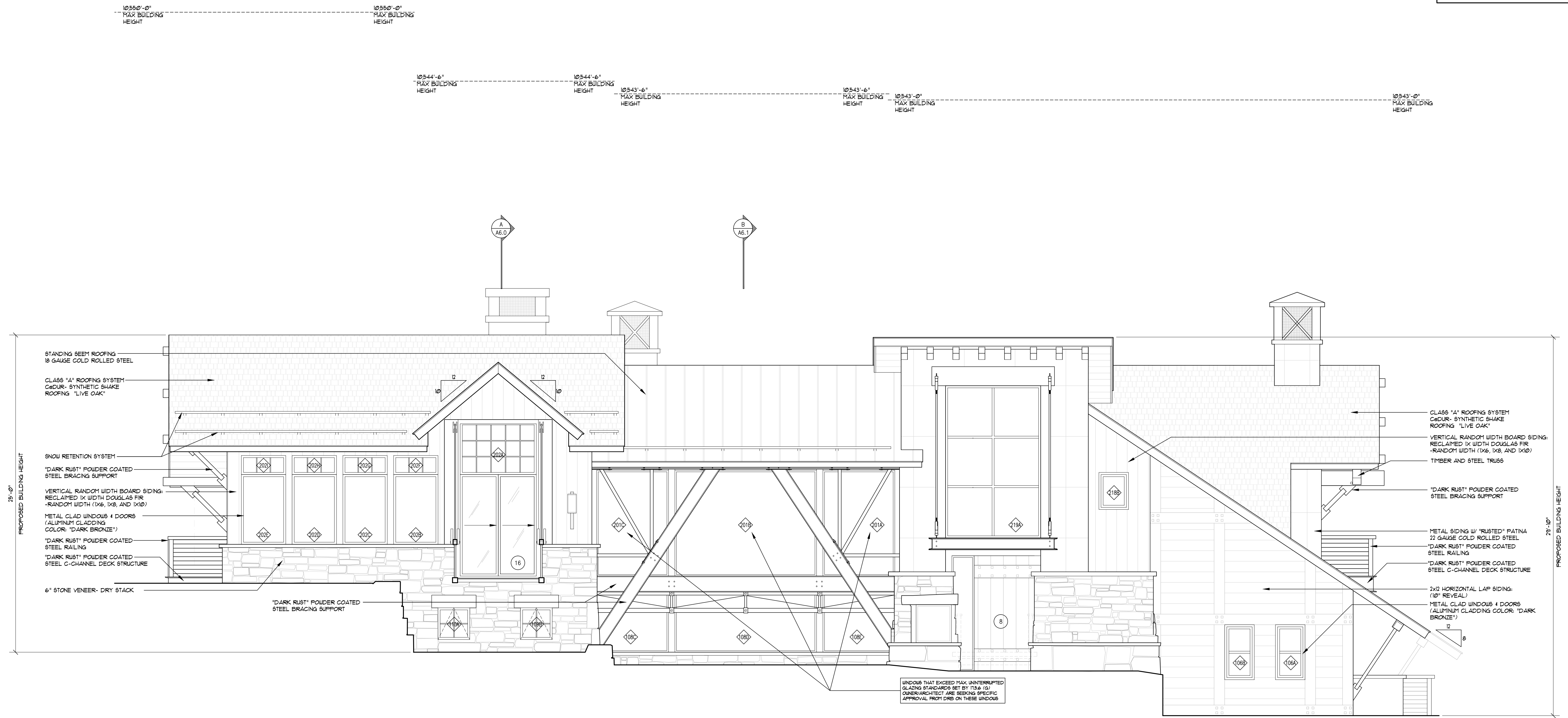
- NOTES:**
1. TYP. SIDING & TRIM COLOR TO BE ..... COLOR .....  
SEMI-TRANSPARENT STAIN
  2. .... FINISH ON ALL LOGS, TIMBERS, SOFFITS, AND DECKS
  3. VERIFY ALL STONE VENEERS w/ ARCH. PRIOR TO CONSTRUCTION - MASON TO PROVIDE SAMPLES AS NECESSARY
  4. COORD. ALL ROOF PENETRATIONS w/ ARCH. PRIOR TO CONSTRUCTION
  5. COORD DOWNSPOUT / LEADER LOCATIONS AND FINISHES WITH ARCH PRIOR TO POURING ANY EXTERIOR SLABS



**NORTH ELEVATION**  
SCALE: 1/4"=1'-0"

ARCHITECT: **LOCATI ARCHITECTS**  
 PROJECT / OWNER: **ROST RESIDENCE**  
 TELLURIDE, COLORADO  
 DATE: 02-05-2016  
 ISSUE: PROGRESS SET  
 SHEET NUMBER: **A5.1**  
 JOB No. XXXX  
 CHECKED BY: XXX  
 DRAWN BY: XXX  
 ARCHITECT: **LOCATI ARCHITECTS**  
 CONSULTANTS: **STRUCTURAL MECHANICAL ELECTRICAL**  
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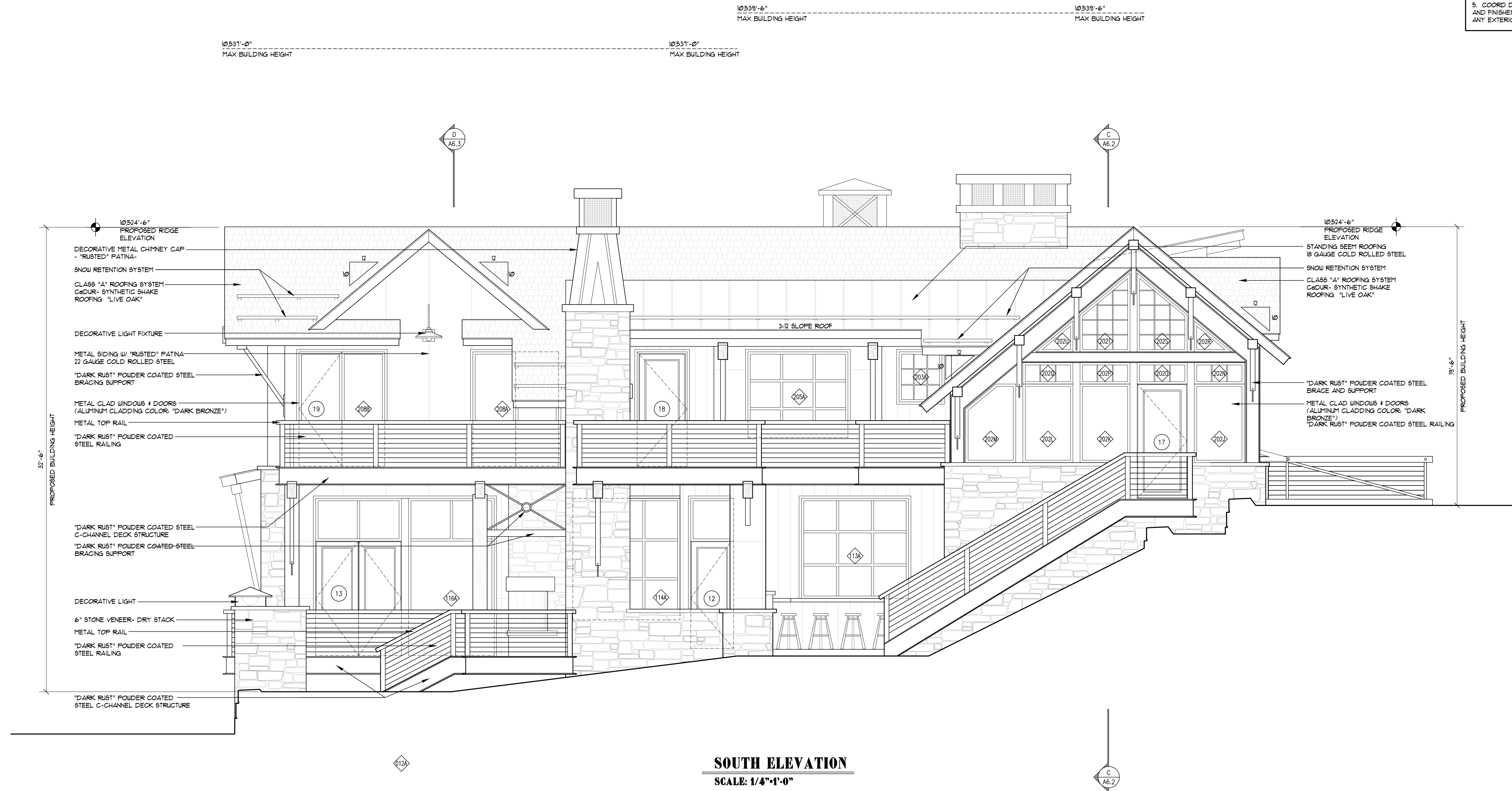
- NOTES:**
1. TYP. SIDING 4 TRIM COLOR TO BE ..... COLOR "....."  
SEMI-TRANSPARENT STAIN
  2. .... FINISH ON ALL LOGS, TIMBERS, SOFFITS, AND DECKS
  3. VERIFY ALL STONE VENEERS w/ ARCH. PRIOR TO CONSTRUCTION - MASON TO PROVIDE SAMPLES AS NECESSARY
  4. COORD. ALL ROOF PENETRATIONS w/ ARCH. PRIOR TO CONSTRUCTION
  5. COORD DOWNSPOUT / LEADER LOCATIONS AND FINISHES WITH ARCH PRIOR TO POURING ANY EXTERIOR SLABS



**EAST ELEVATION**  
SCALE: 1/4"=1'-0"

SHEET NUMBER: **A5.9**  
 ISSUE: PROGRESS SET  
 DATE: 02-05-2016  
 PROJECT / OWNER: **ROST RESIDENCE**  
 TELLURIDE, COLORADO  
 ARCHITECT: **LOCATI ARCHITECTS**  
 CONSULTANTS: STRUCTURAL, MECHANICAL, ELECTRICAL  
 JOB No. XXXX  
 CHECKED BY: XXX  
 DRAWN BY: XXX  
 LOCATI ARCHITECTS  
 1007 E. MAIN SUITE 202-BOZEMAN MONTANA  
 406-587-1130 FAX 406-587-7599

- NOTES:**
1. TYP. SIDING & TRIM COLOR TO BE ..... COLOR "....." SEMI-TRANSPARENT STAIN
  2. .... FINISH ON ALL LOGS, TIMBERS, SOFFITS, AND DECKS
  3. VERIFY ALL STONE VENEERS w/ ARCH. PRIOR TO CONSTRUCTION - MASON TO PROVIDE SAMPLES AS NECESSARY
  4. COORD. ALL ROOF PENETRATIONS w/ ARCH. PRIOR TO CONSTRUCTION
  5. COORD DOWNSPOUT / LEADER LOCATIONS AND FINISHES WITH ARCH PRIOR TO POURING ANY EXTERIOR SLABS



**SOUTH ELEVATION**  
SCALE: 1/4"=1'-0"

JOB No. XXXX  
CHECKED BY XXX  
DRAWN BY XXX

ARCHITECT **LOCATI ARCHITECTS**  
1007 E. MAIN SUITE 202-BOZEMAN MONTANA  
406-587-1138 FAX 406-587-7599

CONSULTANTS  
**STRUCTURAL MECHANICAL ELECTRICAL**

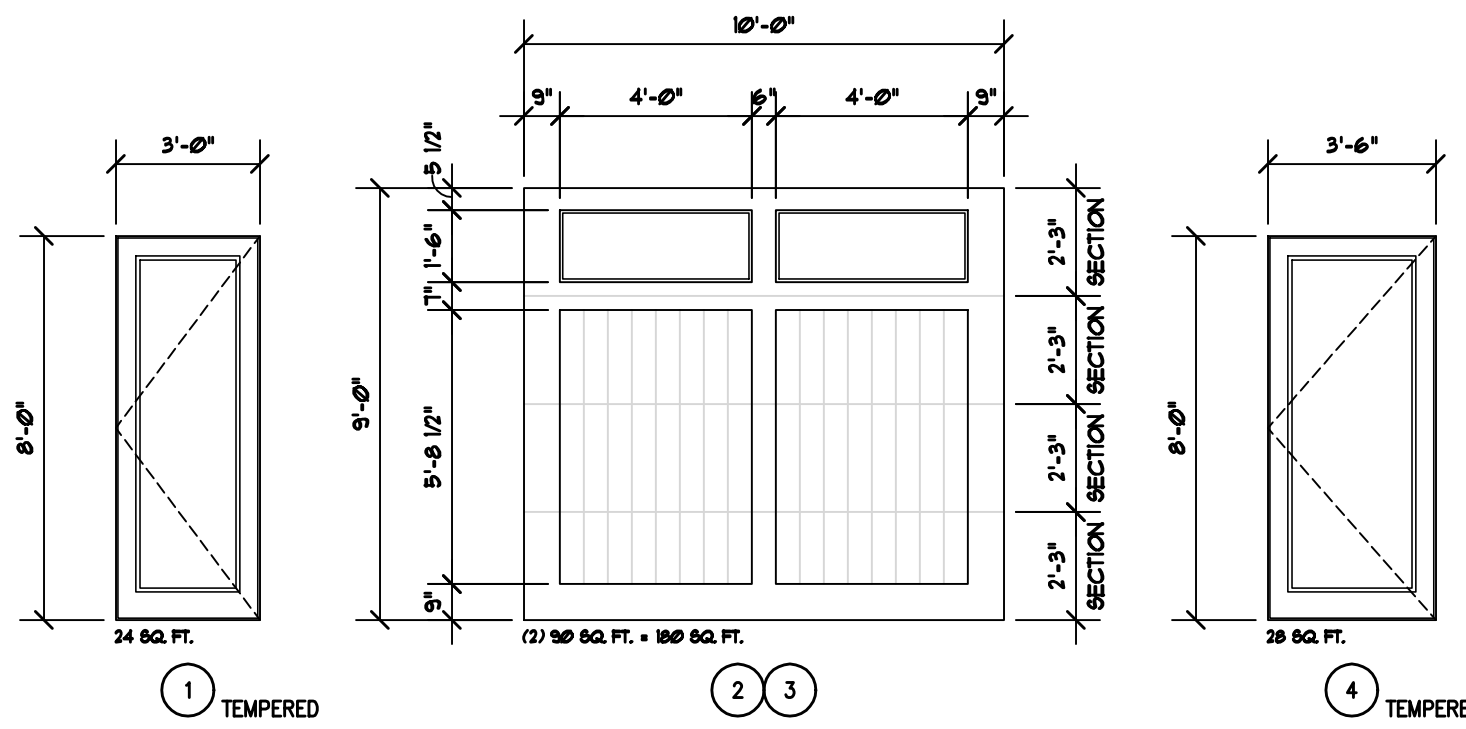
PROJECT / OWNER **ROST RESIDENCE**  
TELLURIDE COLORADO

DATE 02-05-2016  
ISSUE PROGRESS SET

SHEET NUMBER **A5.5**

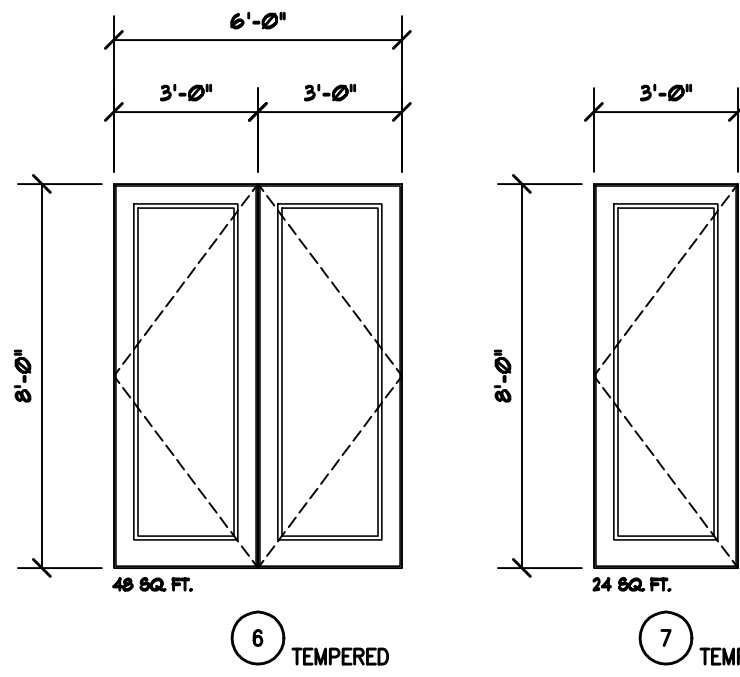
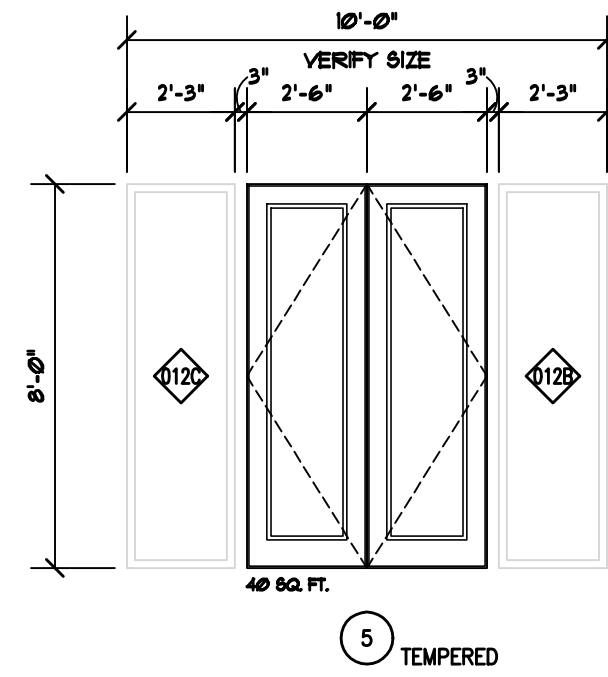






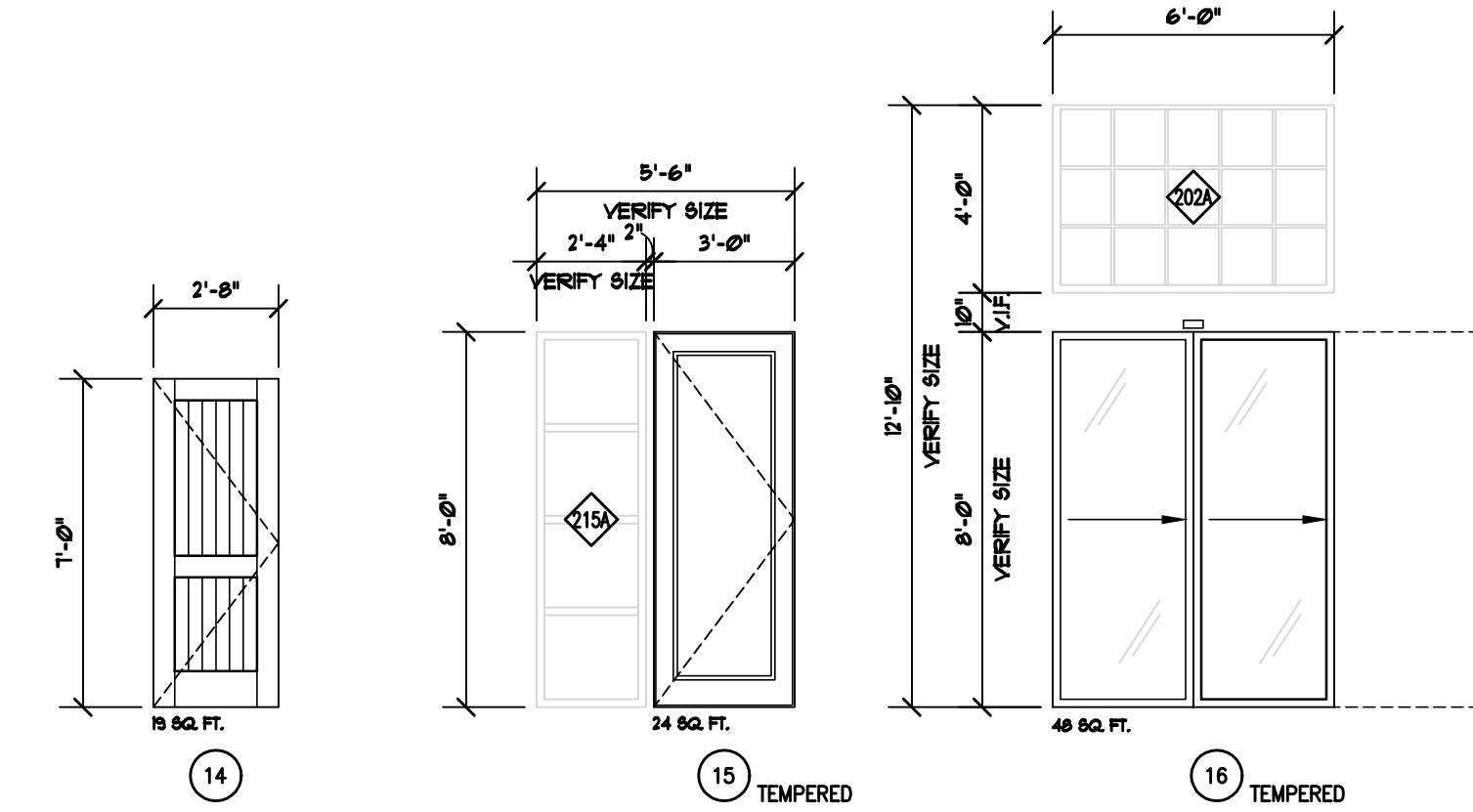
**DOOR ELEVATIONS (LOWER LEVEL)**

SCALE: 1/4" = 1'-0"



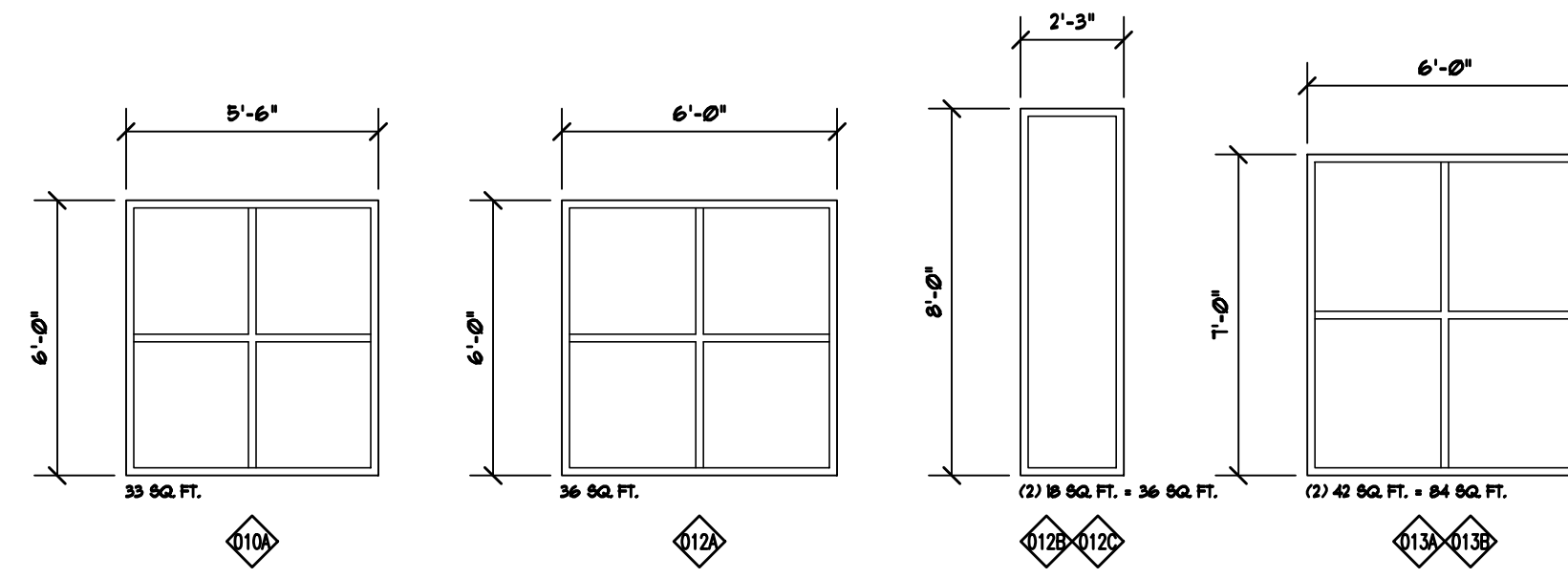
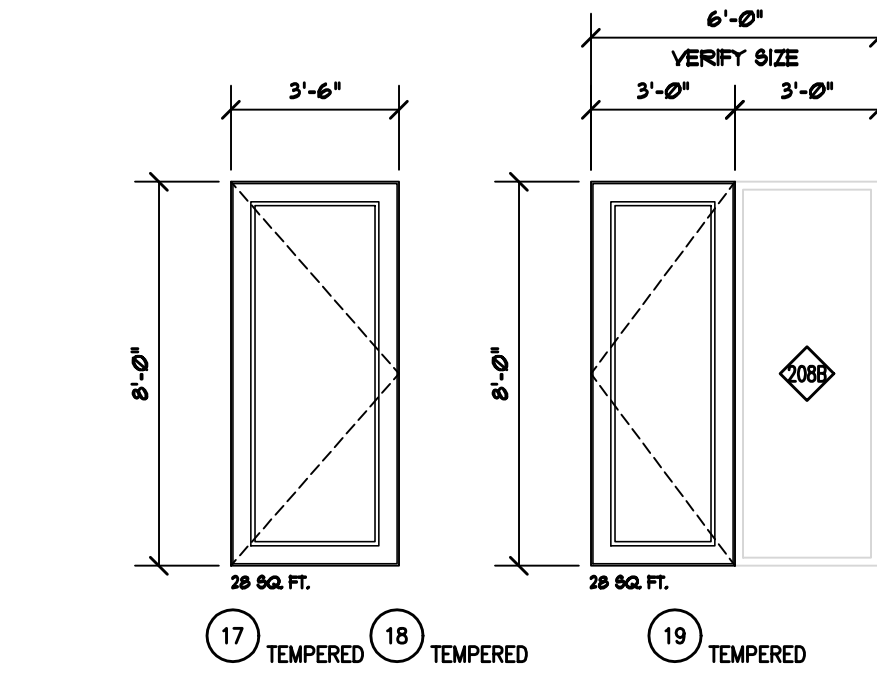
**DOOR ELEVATIONS (MAIN LEVEL)**

SCALE: 1/4" = 1'-0"



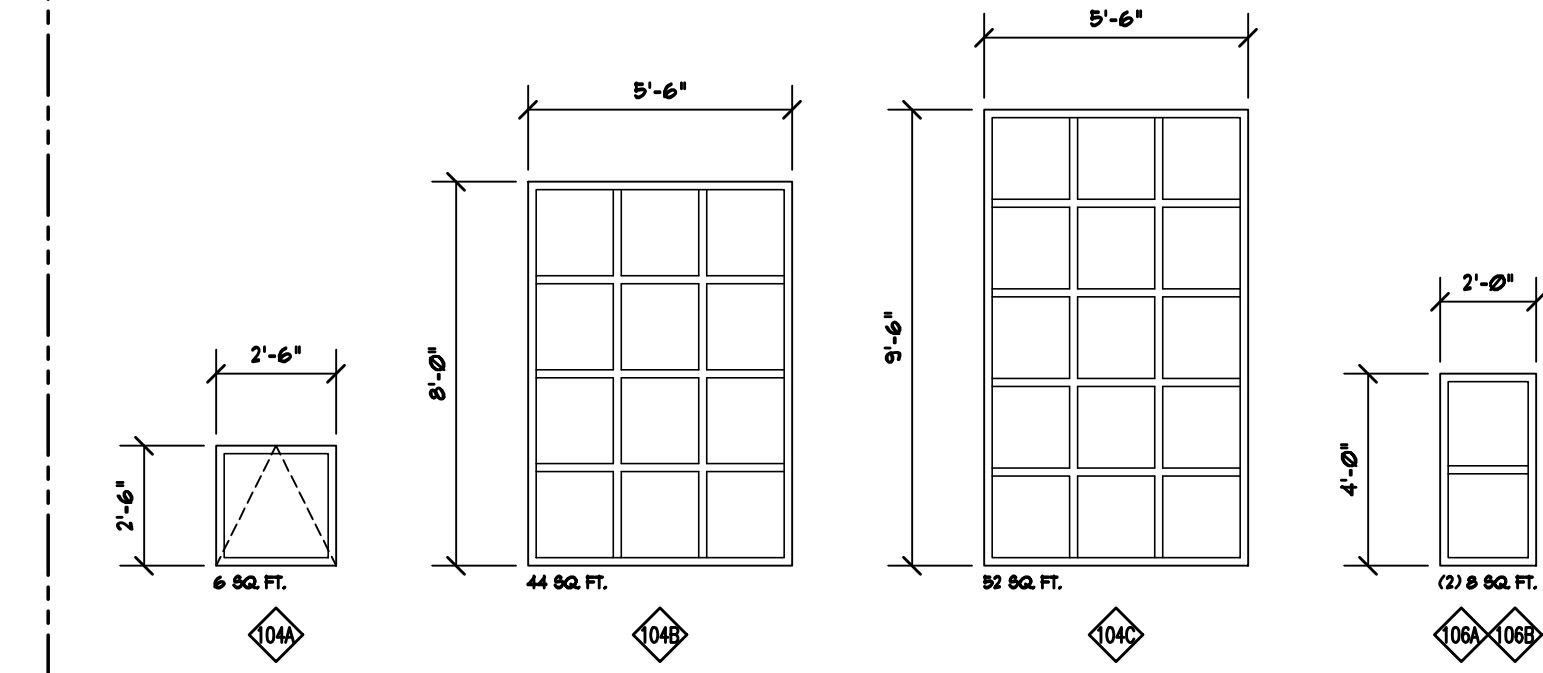
**DOOR ELEVATIONS (UPPER LEVEL)**

SCALE: 1/4" = 1'-0"



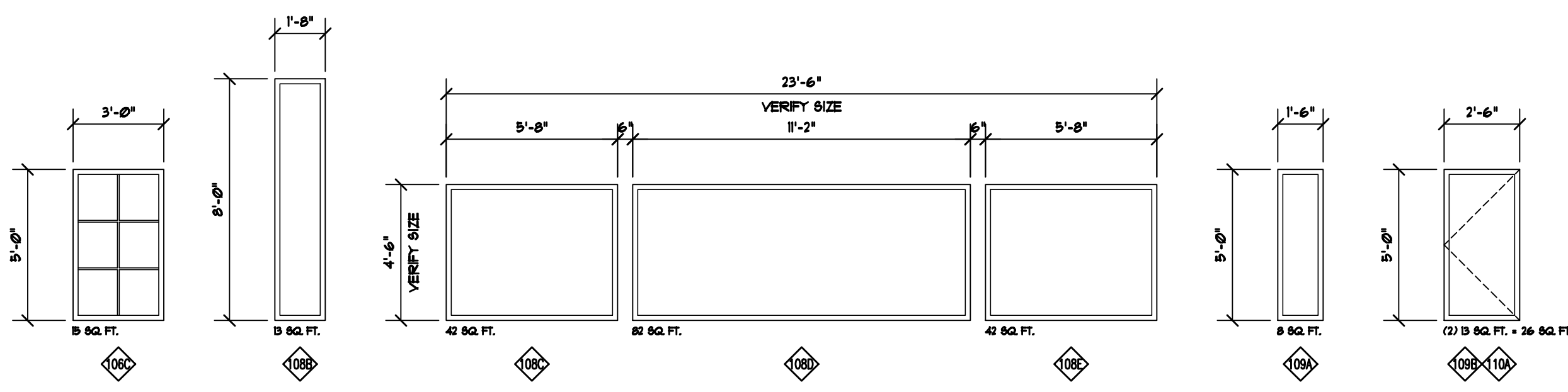
**WINDOW ELEVATIONS (LOWER LEVEL)**

SCALE: 1/4" = 1'-0"



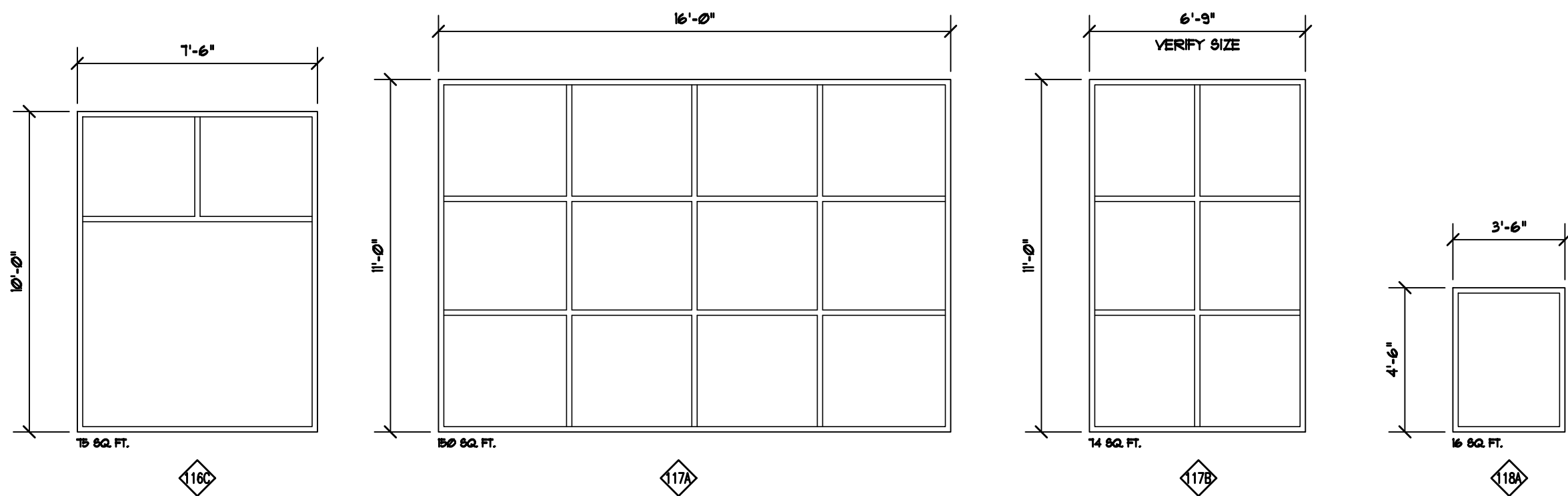
**WINDOW ELEVATIONS (MAIN LEVEL)**

SCALE: 1/4" = 1'-0"



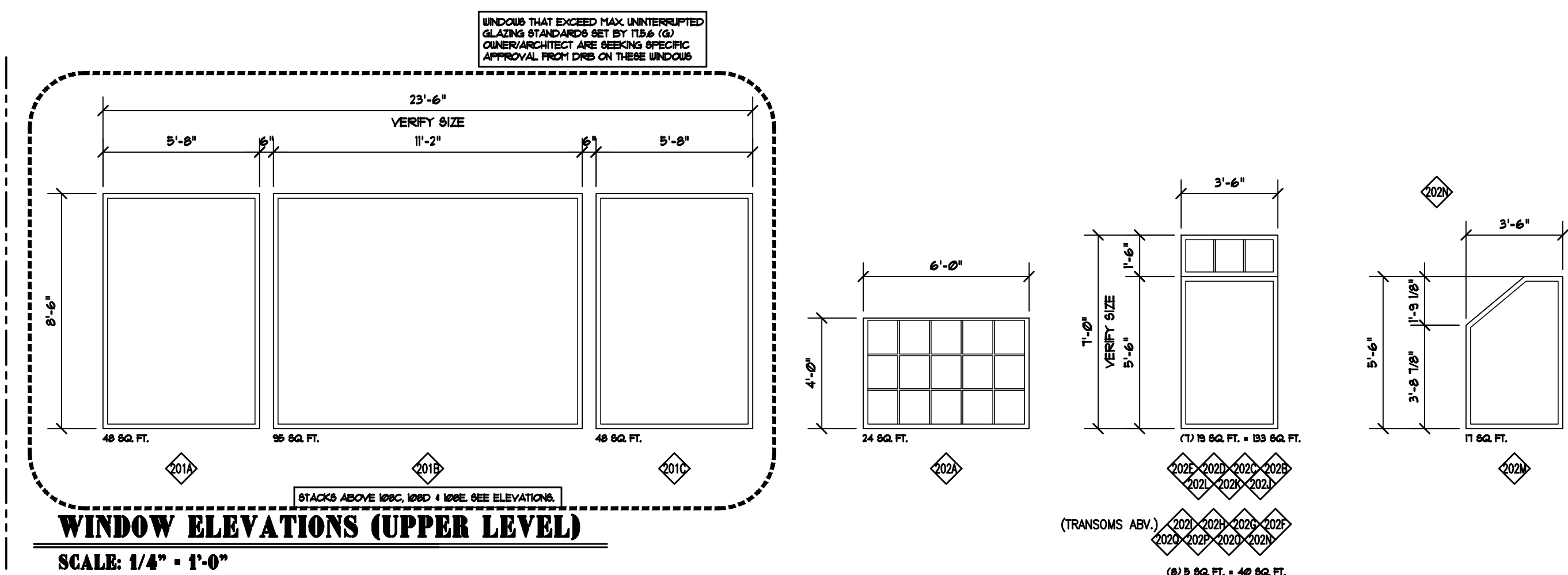
**WINDOW ELEVATIONS (MAIN LEVEL)**

SCALE: 1/4" = 1'-0"



**WINDOW ELEVATIONS (MAIN LEVEL)**

SCALE: 1/4" = 1'-0"



**WINDOW ELEVATIONS (UPPER LEVEL)**

SCALE: 1/4" = 1'-0"

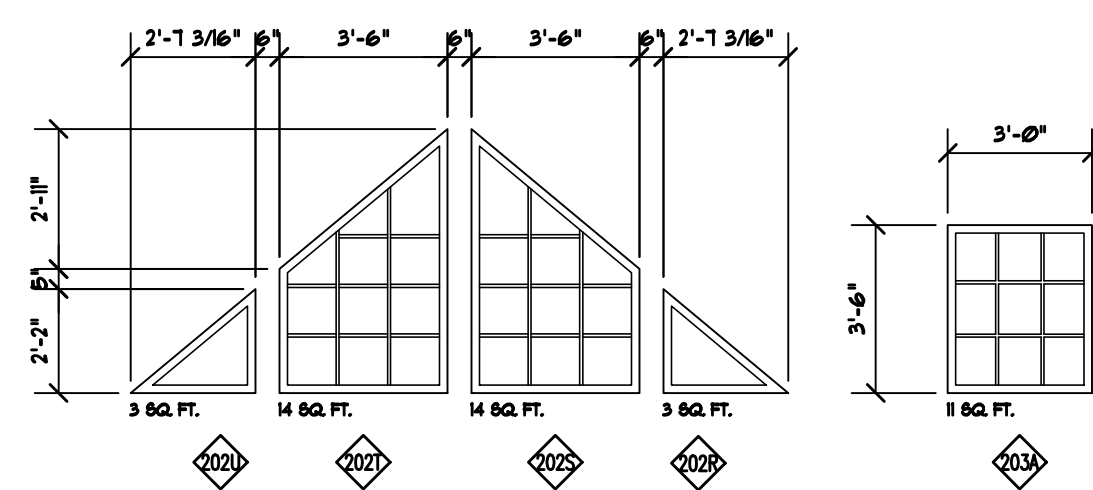
WINDOWS THAT EXCEED MAX. UNINTERRUPTED GLAZING STANDARDS SET BY TB&B (6) OWNER/ARCHITECT ARE SEEKING SPECIFIC APPROVAL FROM DMS ON THESE WINDOWS.

STACKS ABOVE 180C, 180D, 180E, SEE ELEVATIONS.

(TRANSOMS ABV.)

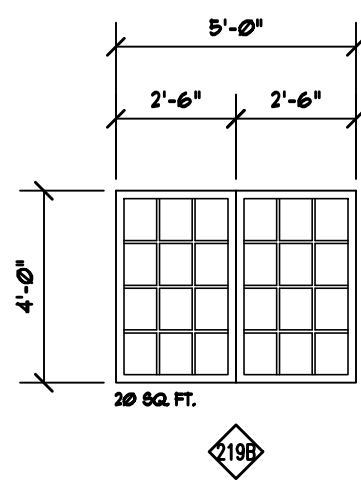
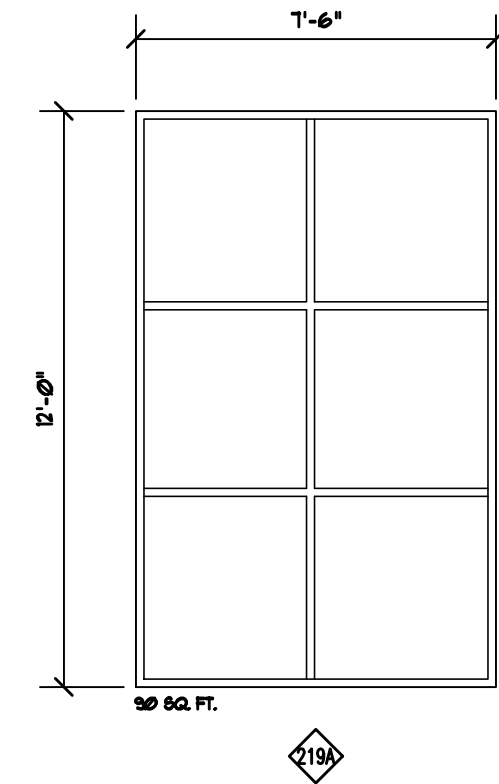
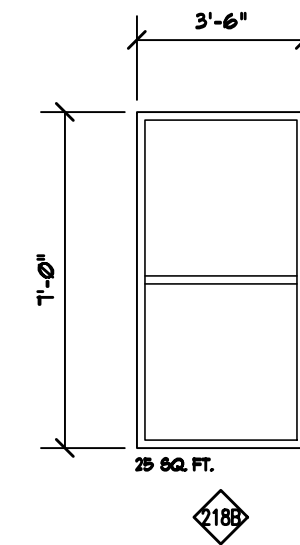
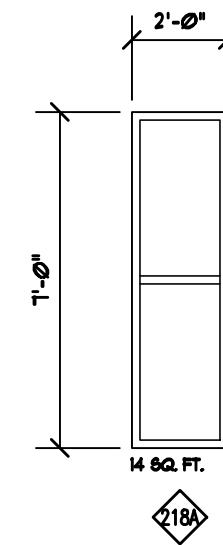
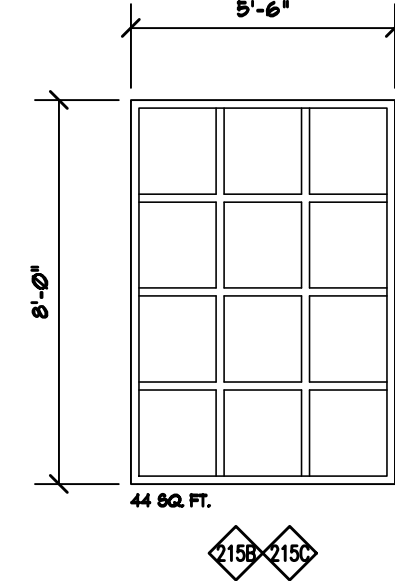
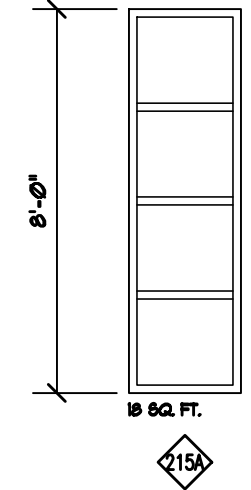
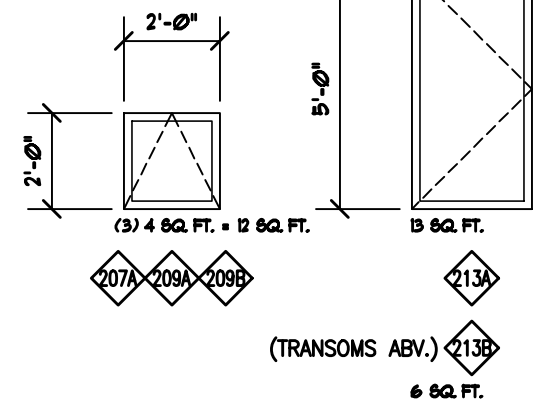
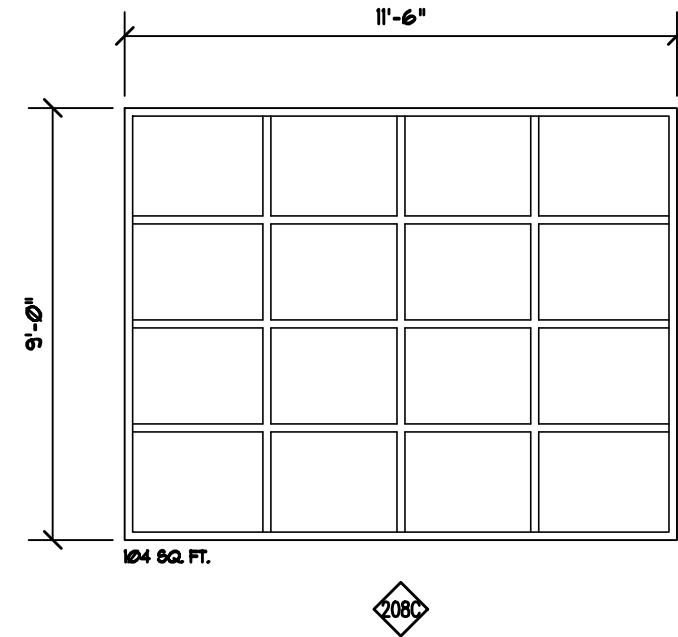
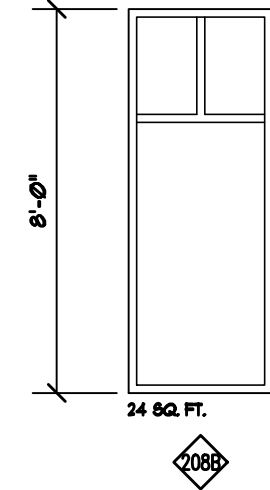
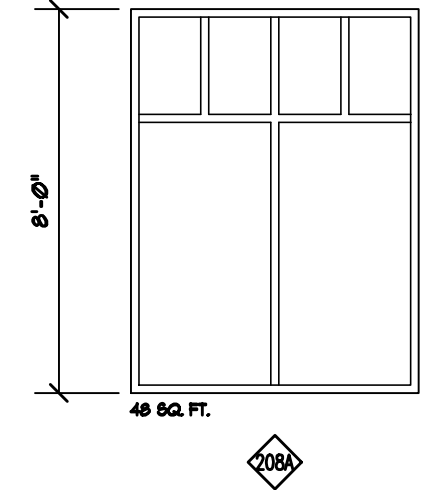
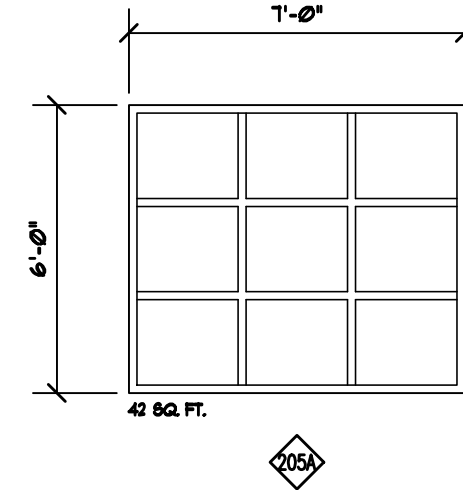
(8) 9 SQ. FT. = 48 SQ. FT.

JOB No. XXXX  
 CHECKED BY XXX  
 DRAWN BY XXX  
**LOCATI ARCHITECTS**  
 ARCHITECT  
 CONSULTANTS  
 STRUCTURAL  
 MECHANICAL  
 ELECTRICAL  
**ROST RESIDENCE**  
 PROJECT / OWNER  
 DATE 02-05-2016  
 ISSUE  
 PROGRESS SET  
 COLORADO  
 TELLURIDE  
 LOCATI 1007 E. MAIN SUITE 202 BOZEMAN MONTANA  
 LOCATI 408-887-1188 FAX 408-798-7289  
**A4.1**  
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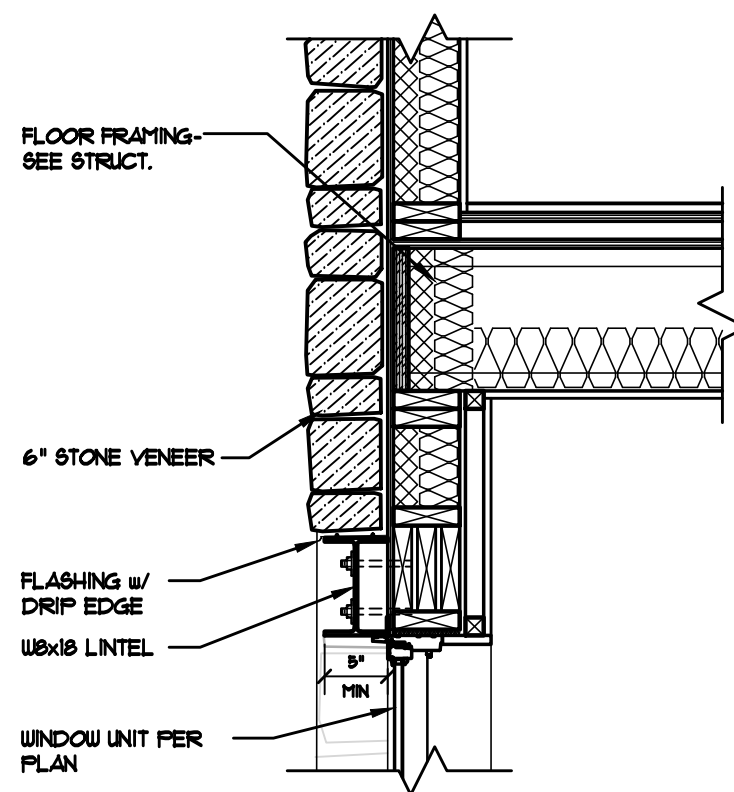
**WINDOW ELEVATIONS (UPPER LEVEL)**

SCALE: 1/4" = 1'-0"



**WINDOW ELEVATIONS (UPPER LEVEL)**

SCALE: 1/4" = 1'-0"



**WINDOW DETAIL (STONE)**

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

**LOCATI ARCHITECTS**  
 1007 E. MAIN SUITE 202 BOZEMAN MONTANA  
 406-587-1180 FAX 406-587-7989

ARCHITECT

CONSULTANTS  
 STRUCTURAL  
 MECHANICAL  
 ELECTRICAL

PROJECT / OWNER  
**ROST RESIDENCE**  
 TELLURIDE COLORADO

DATE  
 02-05-2016

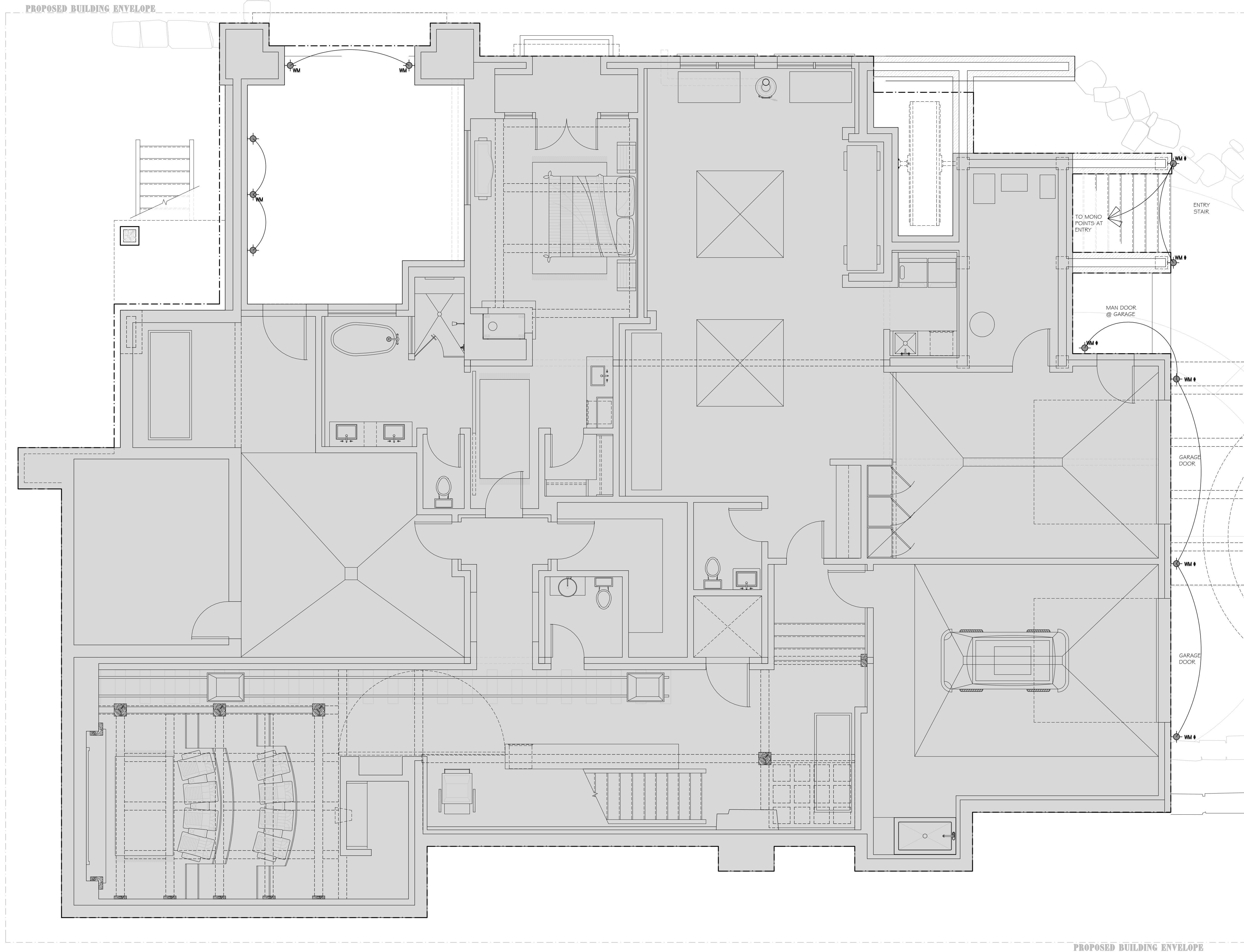
ISSUE  
 PROGRESS SET

SHEET NUMBER  
**A4.2**

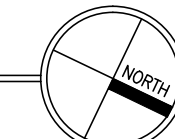
JOB No. XXXX  
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 XXX

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**LOWER LEVEL OUTDOOR LIGHTING PLAN**  
SCALE: 1/4"=1'-0"



| LIGHT FIXTURE SCHEDULE (EXTERIOR) |                   |              |  |      |                       |
|-----------------------------------|-------------------|--------------|--|------|-----------------------|
| SYMBOL                            | DESCRIPTION       | MANUFACTURER | CATALOG NO.                            | BULB | REMARKS               |
| WM 1                              | WALL MOUNT SCENCE | CUSTOM       | CUSTOM                                 | TBD  | .                     |
| ST 1                              | STEP LIGHTING     | DREAMSCAPE   | DLED-121-86D-120V-WET-3000K-DOWN-L2-14 | .    | .                     |
| MP 1                              | MONO POINT MOUNT  | DREAMSCAPE   | DLED-104-305-40-3000K-230-224-14       | .    | VERIFY COLOR & FINISH |

ARCHITECT

**LOCATI ARCHITECTS**

1007 E. MAIN SUITE 202 BOZEMAN MONTANA  
406-587-1130 FAX 897-7599

---

CONSULTANTS  
STRUCTURAL MECHANICAL ELECTRICAL

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PROJECT / OWNER  
**ROST RESIDENCE**  
TELLURIDE COLORADO

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DATE  
02-05-2016

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ISSUE  
PROGRESS SET

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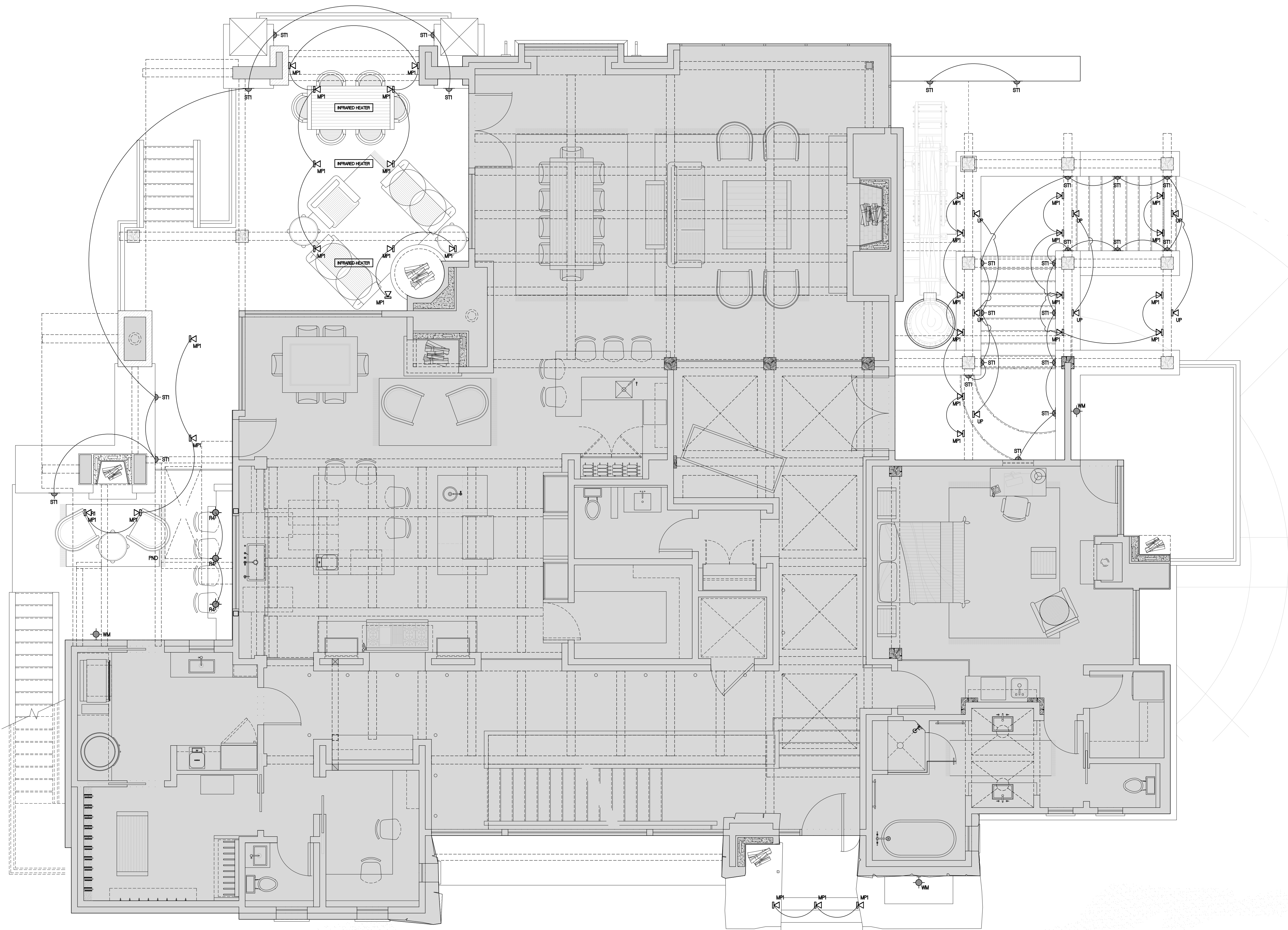
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CHECKED BY XXX  
DRAWN BY XXX

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SHEET NUMBER  
**E2.0**

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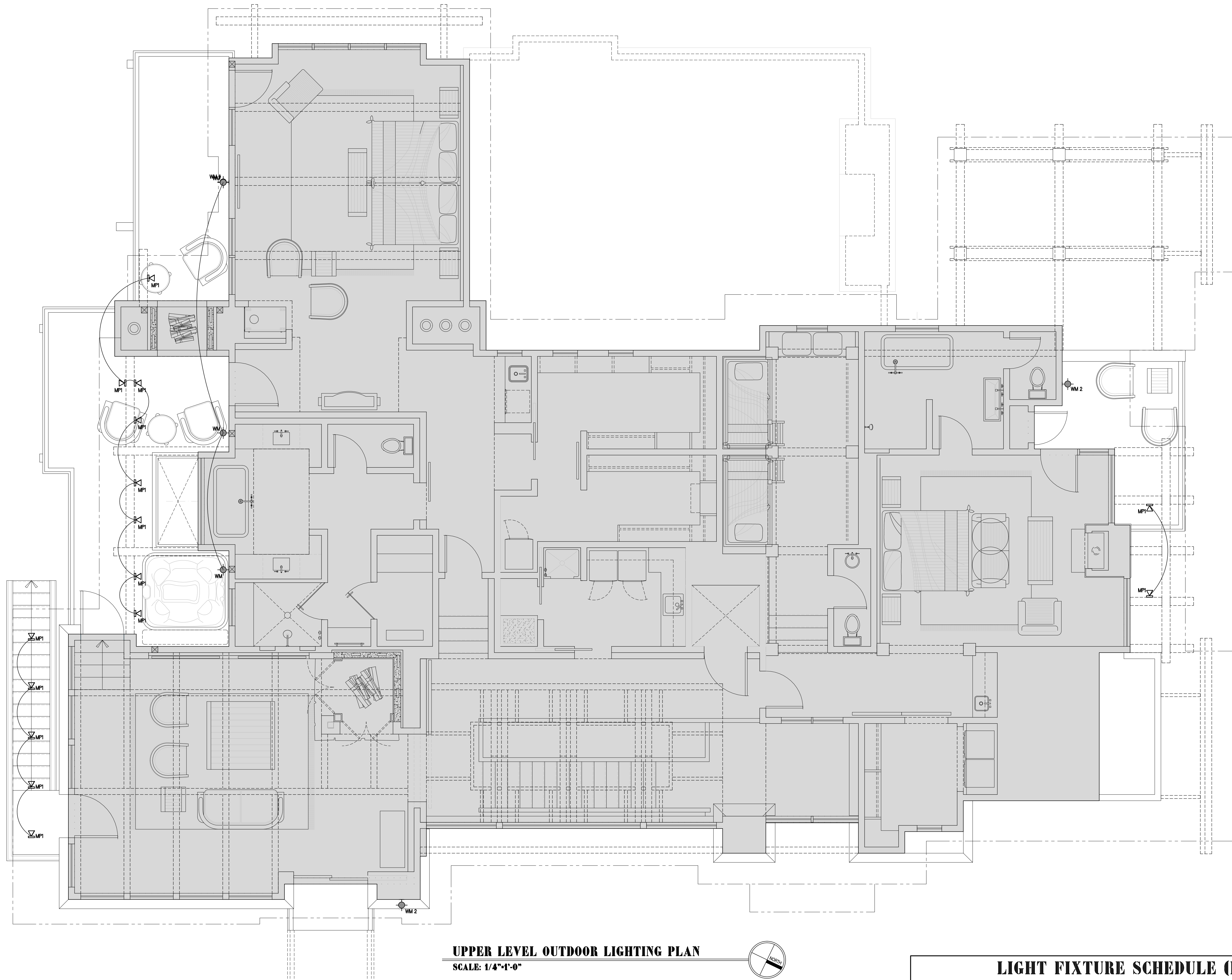
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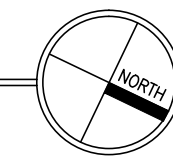
**MAIN LEVEL OUTDOOR LIGHTING PLAN**  
 SCALE: 1/4"=1'-0"

| LIGHT FIXTURE SCHEDULE (EXTERIOR) |                   |              |   |      |                       |
|-----------------------------------|-------------------|--------------|---|------|-----------------------|
| SYMBOL                            | DESCRIPTION       | MANUFACTURER | CATALOG NO.                             | BULB | REMARKS               |
| WM1                               | WALL MOUNT SCENCE | CUSTOM       | CUSTOM                                  | TBD  |                       |
| ST1                               | STEP LIGHTING     | DREASCAPE    | DLED-121-68D-120V-12ET-3000K-DOWN-L2-14 |      |                       |
| MP1                               | MONO POINT MOUNT  | DREASCAPE    | DLED-124-305-40-3000K-230-224-14        |      | VERIFY COLOR & FINISH |

SHEET NUMBER: **E2.1**  
 ISSUE: PROGRESS SET  
 DATE: 02-05-2016  
 PROJECT / OWNER: **ROST RESIDENCE** / TELLURIDE, COLORADO  
 CONSULTANTS: STRUCTURAL, MECHANICAL, ELECTRICAL  
 ARCHITECT: **LOCATI ARCHITECTS**  
 LOCATI, 1007 E. MAIN SUITE 202 BOZEMAN MONTANA 59713  
 406-587-1130 FAX 406-587-7599  
 JOB No. XXXX  
 CHECKED BY: XXX  
 DRAWN BY: XXX



**UPPER LEVEL OUTDOOR LIGHTING PLAN**  
 SCALE: 1/4"=1'-0"



**LIGHT FIXTURE SCHEDULE (EXTERIOR)**

| SYMBOL | DESCRIPTION       | MANUFACTURER | CATALOG NO.                            | BULB | REMARKS               |
|--------|-------------------|--------------|--|------|-----------------------|
| WM1    | WALL MOUNT SCONCE | CUSTOM       | CUSTOM                                 | TBD  |                       |
| ST     | STEP LIGHTING     | DREAMSCAPE   | DLED-121-650-120V-4ET-3000K-DOWN-L2-14 |      |                       |
| MP1    | MONO POINT MOUNT  | DREAMSCAPE   | DLED-104-305-40-3000K-230-224-14       |      | VERIFY COLOR & FINISH |

**E2.2**

ISSUE: PROGRESS SET    DATE: 02-05-2016    PROJECT / OWNER: ROST RESIDENCE TELLURIDE COLORADO

CONSULTANTS: STRUCTURAL, MECHANICAL, ELECTRICAL

ARCHITECT: **LOCATI ARCHITECTS**  
 LOCATI 1007 E. MAIN SUITE 202 BOZEMAN MONTANA 498-587-1130 FAX 897-7599

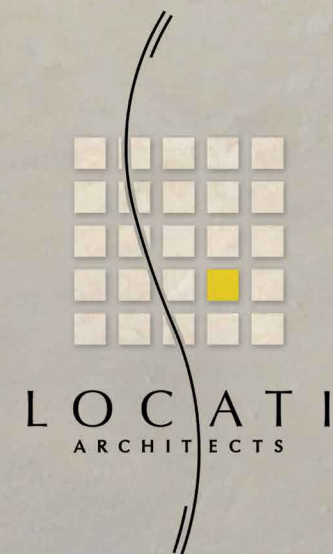
JOB No. XXXX    CHECKED BY: XXX    DRAWN BY: XXX

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# ROST RESIDENCE MATERIAL BOARD

TELLURIDE, CO



CHIMNEY CAP DETAIL



RECLAIMED  
TIMBER



WINDOW



CeDUR SHINGLES



CORTEN SIDING



STANDING SEAM  
CORTEN ROOFING



HORIZONTAL  
SIDING



BROOMED COLORED  
CONCRETE



STEEL BRIDGE



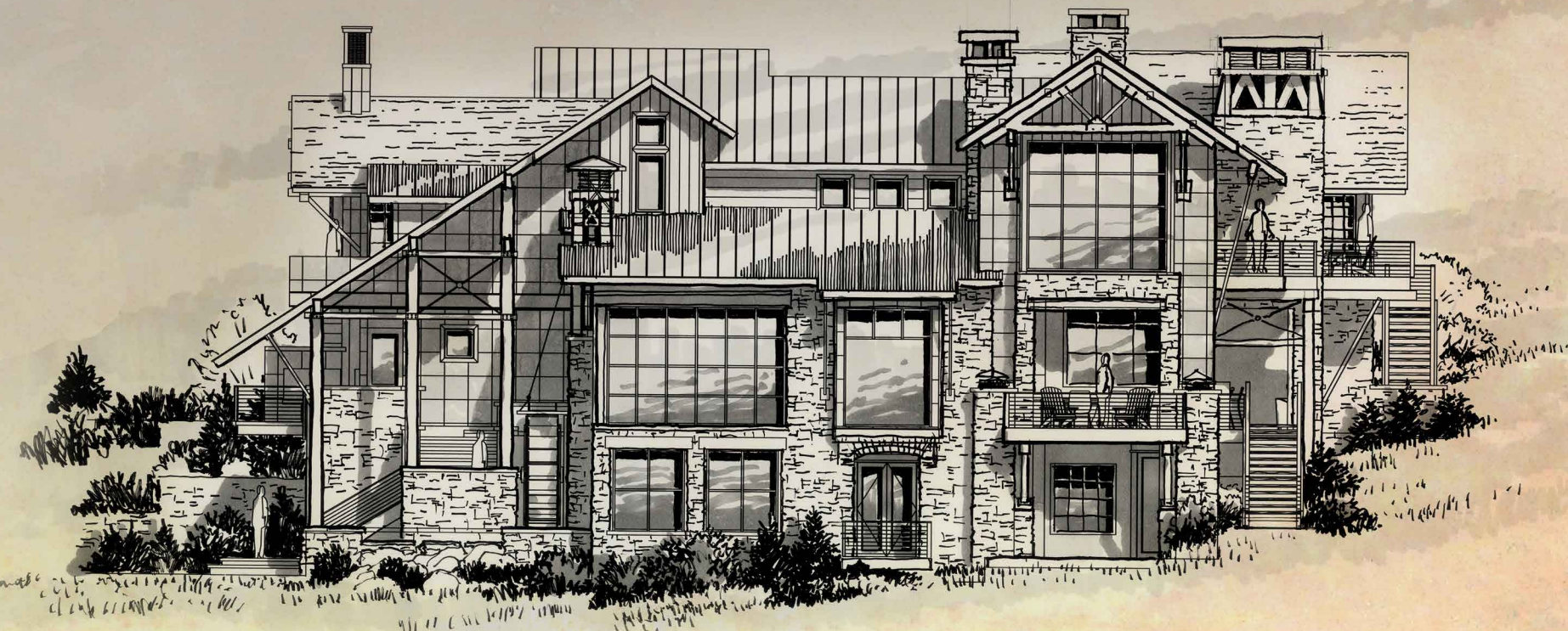
WATER WHEEL



TERRACED BOULDER  
RETAINING WALLS



TELLURIDE GOLD  
STONE VENEER







### Solid Brass Dry, Damp or Wet Accent Path Light Fixture Lamping: 1 x 10W LED 700 Lumens.

|         |      |                |
|---------|------|----------------|
| PROJECT | TYPE | CATALOG NUMBER |
|---------|------|----------------|

#### Fixture Description:

A cast brass wet location dimmable path light utilizing an energy saving 35,000 hour, Xicato 95CRI LED lamp for uplighting or downlighting. 700 lumens.

#### Construction:

A solid brass sand casting with a glass sealed aperture.

#### Electrical:

10 watt Xicato CC lamp with dimmable constant current 10W 350mA driver. Specify input voltage, either 120V or 277V at 350mA. Provide reverse phase with neutral dimming technology to dim Xicato LED module.

#### Dimming:

Dimmable down to 20%.

#### Mounting:

Solid brass 8/32" phillips screws mounts faceplate to DL-278 mounting box.

#### Finishes:

1. Verdè 2. Satin Nickel 4. White\* 5. Ancient Bronze 6. Brass Bronze, 7. Custom
9. Ancient Verdè 10. Grey Bronze 11. Rust Brown\* 12. Black\*, 13. Pewter
14. Oil-Rubbed Bronze 15. Copper-Edged Bronze

\*powder coat finish

#### Labels:

ETL listed

#### Mounting Box:

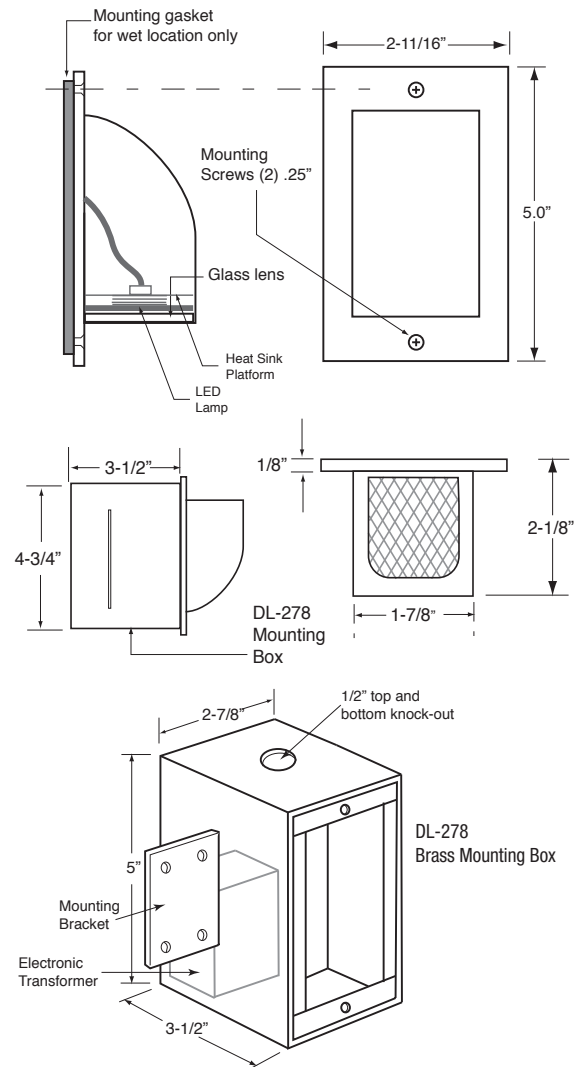
| Cat. Number | Description        |
|-------------|--------------------|
| DL-278      | Brass mounting box |

#### Lamp:

| Cat. Number | Description         |
|-------------|---------------------|
| 410         | LED - 3000K, 90+CRI |

#### Driver:

| Wattage | Description              |
|---------|--------------------------|
| 10 Watt | 350mA - CC - 120V / 277V |



| To Form a Catalog Number: | Prefix:                                     | Voltage | Wattage | Location | Color Temp.         | Mounting Direction | Accessories             | Finish       |
|---------------------------|---|---------|---------|----------|---------------------|--------------------|-------------------------|--------------|
| DLED-127-SSD              | DLED-127-SSD                                | 120V    | 10W     | DRY      | 3000K               | UP                 | L2                      | 4            |
| Which Specifies:          | DLED-127-SSD                                | 277V    |         | DAMP     | 3500K*              | DOWN               | Standard Diffusion Lens |              |
|                           | Includes DL-278 mounting box and 10W driver |         |         | WET      | 2700K*              |                    | L4                      | Black Louver |
|                           |   |         |         |          | *minimum quantities |                    |                         |              |

Ordering Example: **DLED-127-SSD-120V-10W-DRY-3000K-UP-L2-4-DL-278**



### Solid Brass Compact Accent Luminaire Lamping: MR-16 LED Retrofit

PROJECT

TYPE

CATALOG NUMBER  
**DLED-104-305-40\*-3000K-230-224-14**

#### Fixture Description:

The LUNAR SERIES have been designed to provide discreet accent illumination. Made from solid brass they are extremely durable and compact, allowing them to provide maximum controlled illumination in a small decorative housing. The fixtures are available in many hand etched metal finishes. These finishes age gracefully as the brass fixture weathers naturally in the landscape environment.

**Construction:** Solid brass construction with optional glare shield and light control accessories. Also available as a canopy mount or ground mount accent light.

(See spec sheet for Lunar Post and Stake Mount).

**Lamping:** Lunar I: 4W, 5W, 7W, 10W MR-16 LED Retrofit - 2700K / 3000K  
Lunar II: 4W, 5W, 7W, 10W MR-16 LED Retrofit - 2700K / 3000K  
Lunar III: 2W MR-11 LED Retrofit - 2200K / 5700K / Colors

**Electrical:** Requires remote 12 volt source.

**Mountings:** Yoke mount, 1/2" NPT canopy.

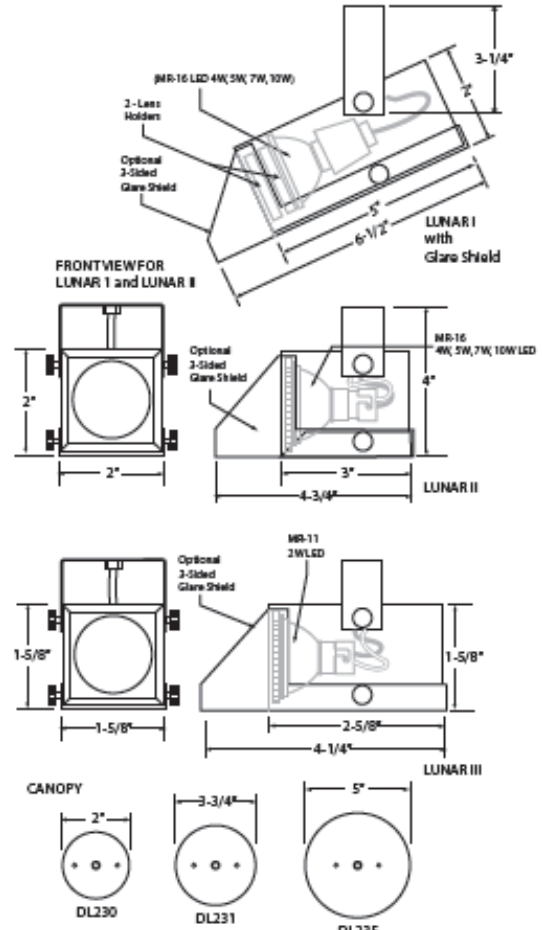
**Labels:** ETL Listed Wet Location - Conforms to UL1838

**Diffusers:** Diffusion and linear lens. See ordering chart below.

**Finishes:** 1. Verdé 2. Satin Nickel 4. White\* 5. Ancient Bronze 6. Brass Bronze  
7. Custom 8. Copper Plate 9. Ancient Verdé 10. Grey Bronze 11. Rust Brown\*  
12. Black\* 13. Pewter 14. Oil-Rubbed Bronze 15. Copper-Edged Bronze  
16. Black Iron Textured Matte\* \*powder coat finish

**Lamps:** NOTE: LUNAR III WILL ONLY ACCEPT DLED-304 MR-11 RETROFIT LAMP

| Cat. Number | Description                            |
|-------------|--|
| DLED-102    | Lunar I                                |
| DLED-104    | Lunar II                               |
| DLED-133    | Lunar III                              |
| DL-210      | 3-sided glare shield for Lunar I & II  |
| DL-216      | 3-sided glare shield for Lunar III     |
| DL-230      | 2" round canopy for all fixtures       |
| DL-231      | 3-3/4" round canopy for all fixtures   |
| DL-236      | 6" round canopy for all fixtures       |
| DL-234      | Honeycomb Louver                       |
| DL-226      | Diffusion lens for all fixtures        |
| DL-227      | Linear lens for all fixtures           |
| DL-228      | Clear lens for all fixtures - standard |



| To Form a Catalog Number: | Part No. | Lamp. | Beam Spread         | Color Temp.   | Accessories | Optics | Finish   |
|---------------------------|----------|-------|---------------------|---------------|-------------|--------|--|
|                           | DLED-102 | 301   | 15°                 | 2700K         | 210         | 224    | 14   |
| Which Specifies:          | DLED-102 | 301   | 15°                 | 2200K, 2700K  | 210         | 224    | 14   |
|                           | DLED-104 | 302   | 30°                 | 3000K, 5700K  | 215         | 226    | Oil-Rubbed Bronze                              |
|                           |          | 303   | 60°                 | 3000K         | 230         | 227    |  |
|                           |          | 305   | 14°, 25°, 40°       | 2700K, 3000K  | 231         | 228    | (See all other available finishes above left). |
|                           | DLED-133 | 304   | 15°, 30°, 60°, 120° | 2700K / 3000K | 235         |        |  |

#### LAMPS

| Part No. | Watts | Lumens                       | Bulb Type | Wet WL P-61 | Damp Location | Available Beam Spreads | CRI | Color Temp.                           |
|----------|-------|------------------------------|-----------|-------------|---------------|------------------------|-----|---------------------------------------|
| DLED-301 | 4     | 230                          | MR-16     | WL          | NA            | 15°, 30°, 60°, 120°    | 85  | 2200K, 2700K                          |
| DLED-302 | 5     | 420                          | MR-16     | WL          | NA            | 15°, 30°, 60°, 120°    | 85  | 3000K, 5700K, Red, Blue, Green, Amber |
| DLED-303 | 7     | 560                          | MR-16     | WL          | NA            | 15°, 30°, 60°, 120°    | 85  |                                       |
| DLED-304 | 2     | 120                          | MR-11     | WL          | NA            | 15°, 30°, 60°, 120°    | 85  |                                       |
| DLED-305 | 10    | 14°: 345, 25°: 500, 40°: 500 | MR-16     | NA          | DL            | 14°, 25°, 40°          | 95  | 2700K, 3000K                          |

Ordering Example: **DLED-102-301-15°-2700K-210-224-14**

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Specifications are subject to change

5521 West Washington Blvd.  
Los Angeles, CA 90016

Telephone: (323) 933-5760  
FAX: (323) 933-3607

www.dreamscapelighting.com  
info@dreamscapelighting.com







CeDUR synthetic roofing shakes provide the classic beauty of natural cedar and are manufactured to withstand the harsh fire, hail, sun, and wind of the Western United States.



### CONTACT INFORMATION

**(844) 974-9196**

**info@cedur.com**

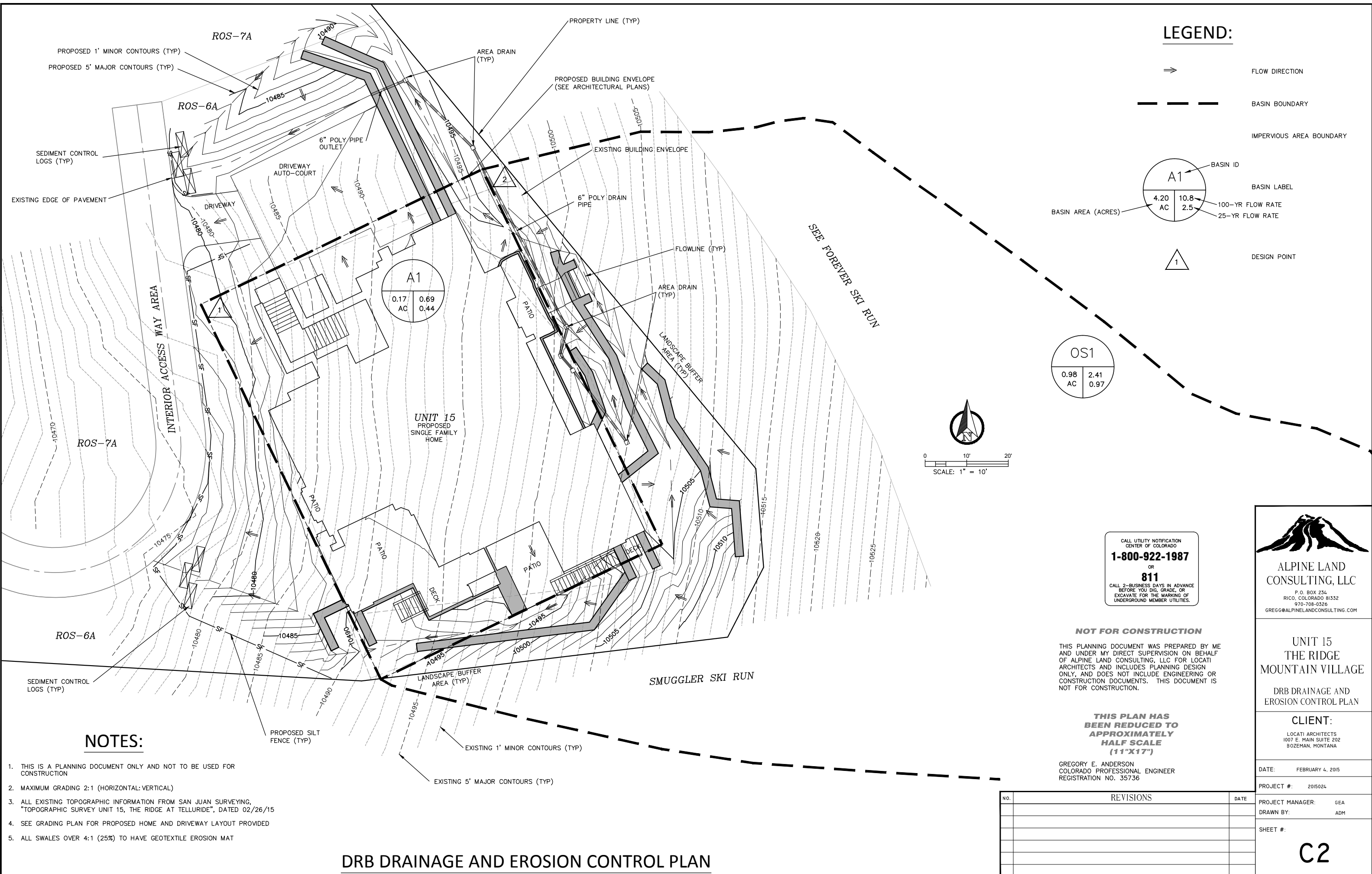
**3590 Himalaya Road  
Aurora, CO 80011**

**www.cedur.com**

- ◆ Class A Fire Rating without the requirement of special fire-resistant underlayment
- ◆ Molded from natural cedar shakes with 5", 7", and 12" shakes and a 3/4" butt, which gives deeper shadow lines making your roof virtually indistinguishable from natural cedar shakes
- ◆ Class 4 Impact Rated
- ◆ Potential reductions in Homeowner's insurance
- ◆ Solid product - no cavity back
- ◆ Lightweight - 170 lbs per square
- ◆ Wind resistant - certified to wind gusts up to 115 mph
- ◆ Synthetic roofing product that ages to a beautiful wood color
- ◆ 50 Year Limited Material Warranty if installed by a CeDUR Certified Contractor
- ◆ Installed by Professional and Certified Contractors
- ◆ Improves the insulation value of your roof
- ◆ Manufactured in Colorado using State-of-the-Art
- ◆ Polyurethane Technology
- ◆ U.S. Patent Pending







**LEGEND:**

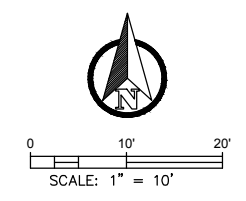
⇒ FLOW DIRECTION

--- BASIN BOUNDARY

--- IMPERVIOUS AREA BOUNDARY

BASIN ID  
 BASIN LABEL  
 BASIN AREA (ACRES)  
 100-YR FLOW RATE  
 25-YR FLOW RATE

DESIGN POINT



CALL UTILITY NOTIFICATION  
CENTER OF COLORADO  
**1-800-922-1987**  
OR  
**811**  
CALL 2-BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR  
EXCAVATE FOR THE MARKING OF  
UNDERGROUND MEMBER UTILITIES.

**ALPINE LAND  
CONSULTING, LLC**  
P.O. BOX 234  
RICO, COLORADO 81332  
970-708-0326  
GREGG@ALPINELANDCONSULTING.COM

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**THIS PLAN HAS  
BEEN REDUCED TO  
APPROXIMATELY  
HALF SCALE  
(11"X17")**

GREGORY E. ANDERSON  
COLORADO PROFESSIONAL ENGINEER  
REGISTRATION NO. 35736

**UNIT 15  
THE RIDGE  
MOUNTAIN VILLAGE**

DRB DRAINAGE AND  
EROSION CONTROL PLAN

**CLIENT:**  
LOCATI ARCHITECTS  
1007 E. MAIN SUITE 202  
BOZEMAN, MONTANA

DATE: FEBRUARY 4, 2015

PROJECT #: 2015024

PROJECT MANAGER: GEA  
DRAWN BY: ADM

SHEET #:  
**C2**

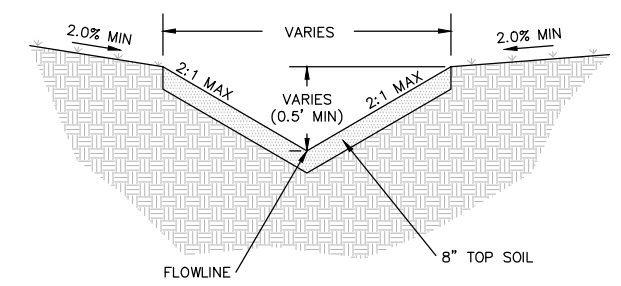
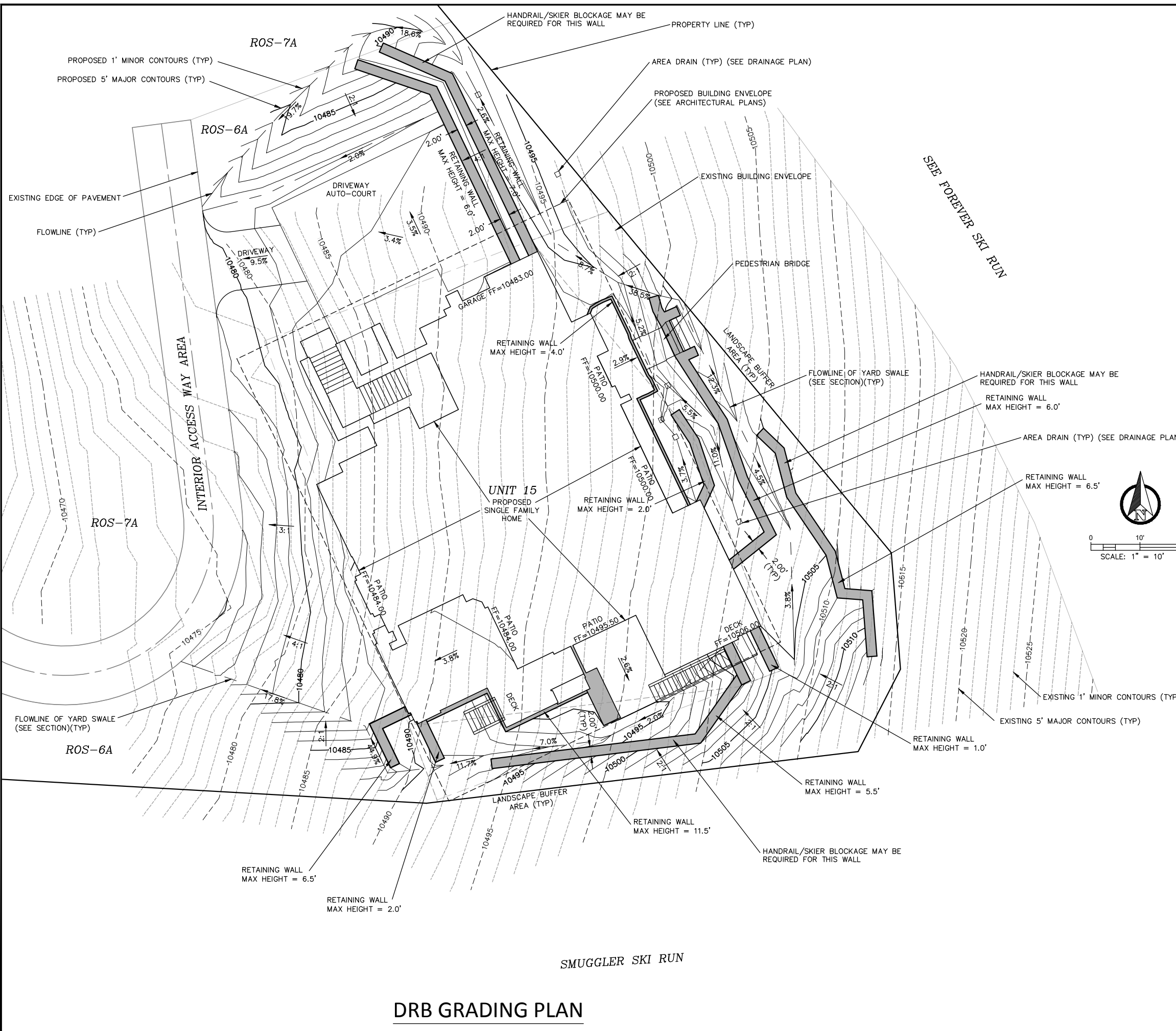
| NO. | REVISIONS | DATE |
|-----|-----------|------|
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|     |           |      |
|     |           |      |

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2. MAXIMUM GRADING 2:1 (HORIZONTAL:VERTICAL)
3. ALL EXISTING TOPOGRAPHIC INFORMATION FROM SAN JUAN SURVEYING, "TOPOGRAPHIC SURVEY UNIT 15, THE RIDGE AT TELLURIDE", DATED 02/26/15
4. SEE GRADING PLAN FOR PROPOSED HOME AND DRIVEWAY LAYOUT PROVIDED
5. ALL SWALES OVER 4:1 (25%) TO HAVE GEOTEXTILE EROSION MAT

**DRB DRAINAGE AND EROSION CONTROL PLAN**



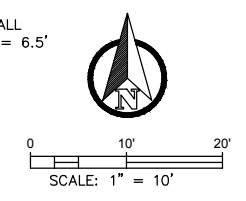


**TYPICAL YARD SWALE SECTION**

NTS

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3. ALL EXISTING TOPOGRAPHIC INFORMATION FROM SAN JUAN SURVEYING, "TOPOGRAPHIC SURVEY UNIT 15, THE RIDGE AT TELLURIDE", DATED 02/26/15
4. SEE DRB DRAINAGE AND EROSION CONTROL PLAN FOR ALL PROPOSED EROSION CONTROL
5. EXISTING GRADES FOR AREA OF DRIVEWAY AND AUTO-COURT NORTH INTO ROS 7-A, AND INTERIOR ACCESS WAY TO BE CONFIRMED BY SURVEYOR PRIOR TO PREPARING FINAL CIVIL CONSTRUCTION PLANS.
6. ALL RETAINING WALLS OVER 30" (2.5') MUST HAVE HANDRAIL AS PART OF CONSTRUCTION PLANS.



CALL UTILITY NOTIFICATION  
CENTER OF COLORADO  
**1-800-922-1987**  
OR  
**811**  
CALL 2-BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR  
EXCAVATE FOR THE MARKING OF  
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**THIS PLAN HAS BEEN REDUCED TO APPROXIMATELY HALF SCALE (11"X17")**

GREGORY E. ANDERSON  
COLORADO PROFESSIONAL ENGINEER  
REGISTRATION NO. 35736

**ALPINE LAND CONSULTING, LLC**  
P.O. BOX 234  
RICO, COLORADO 81352  
970-708-0326  
GREGG@ALPINELANDCONSULTING.COM

**UNIT 15  
THE RIDGE  
MOUNTAIN VILLAGE**

DRB GRADING PLAN

**CLIENT:**  
LOCATI ARCHITECTS  
1007 E. MAIN SUITE 202  
BOZEMAN, MONTANA

DATE: FEBRUARY 4, 2016

PROJECT #: 2015024

PROJECT MANAGER: GEA  
DRAWN BY: ADM

SHEET #:

**CI**

| NO. | REVISIONS | DATE |
|-----|-----------|------|
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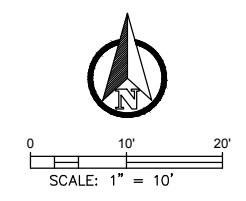
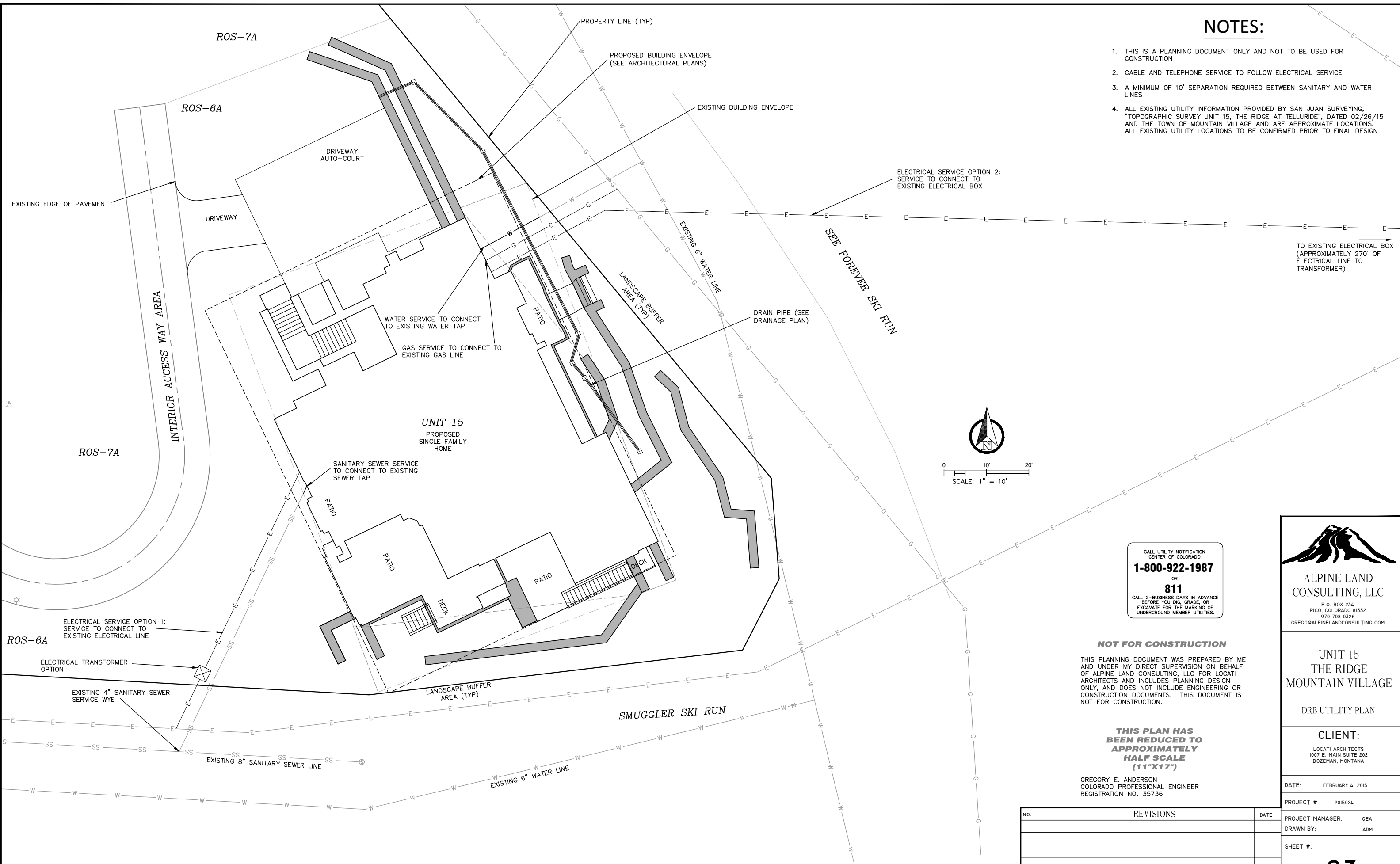
**DRB GRADING PLAN**

SMUGGLER SKI RUN

SEE FOREVER SKI RUN

**NOTES:**

1. THIS IS A PLANNING DOCUMENT ONLY AND NOT TO BE USED FOR CONSTRUCTION
2. CABLE AND TELEPHONE SERVICE TO FOLLOW ELECTRICAL SERVICE
3. A MINIMUM OF 10' SEPARATION REQUIRED BETWEEN SANITARY AND WATER LINES
4. ALL EXISTING UTILITY INFORMATION PROVIDED BY SAN JUAN SURVEYING, "TOPOGRAPHIC SURVEY UNIT 15, THE RIDGE AT TELLURIDE", DATED 02/26/15 AND THE TOWN OF MOUNTAIN VILLAGE AND ARE APPROXIMATE LOCATIONS. ALL EXISTING UTILITY LOCATIONS TO BE CONFIRMED PRIOR TO FINAL DESIGN



CALL UTILITY NOTIFICATION  
CENTER OF COLORADO  
**1-800-922-1987**  
OR  
**811**  
CALL 2-BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR  
EXCAVATE FOR THE MARKING OF  
UNDERGROUND MEMBER UTILITIES.

**NOT FOR CONSTRUCTION**

THIS PLANNING DOCUMENT WAS PREPARED BY ME AND UNDER MY DIRECT SUPERVISION ON BEHALF OF ALPINE LAND CONSULTING, LLC FOR LOCATI ARCHITECTS AND INCLUDES PLANNING DESIGN ONLY, AND DOES NOT INCLUDE ENGINEERING OR CONSTRUCTION DOCUMENTS. THIS DOCUMENT IS NOT FOR CONSTRUCTION.

**THIS PLAN HAS BEEN REDUCED TO APPROXIMATELY HALF SCALE (11"X17")**

GREGORY E. ANDERSON  
COLORADO PROFESSIONAL ENGINEER  
REGISTRATION NO. 35736

**ALPINE LAND CONSULTING, LLC**  
P.O. BOX 234  
RICO, COLORADO 81352  
970-708-0326  
GREG@ALPINELANDCONSULTING.COM

**UNIT 15  
THE RIDGE  
MOUNTAIN VILLAGE**

DRB UTILITY PLAN

**CLIENT:**  
LOCATI ARCHITECTS  
1007 E. MAIN SUITE 202  
BOZEMAN, MONTANA

DATE: FEBRUARY 4, 2015  
PROJECT #: 2015024  
PROJECT MANAGER: GEA  
DRAWN BY: ADM  
SHEET #:

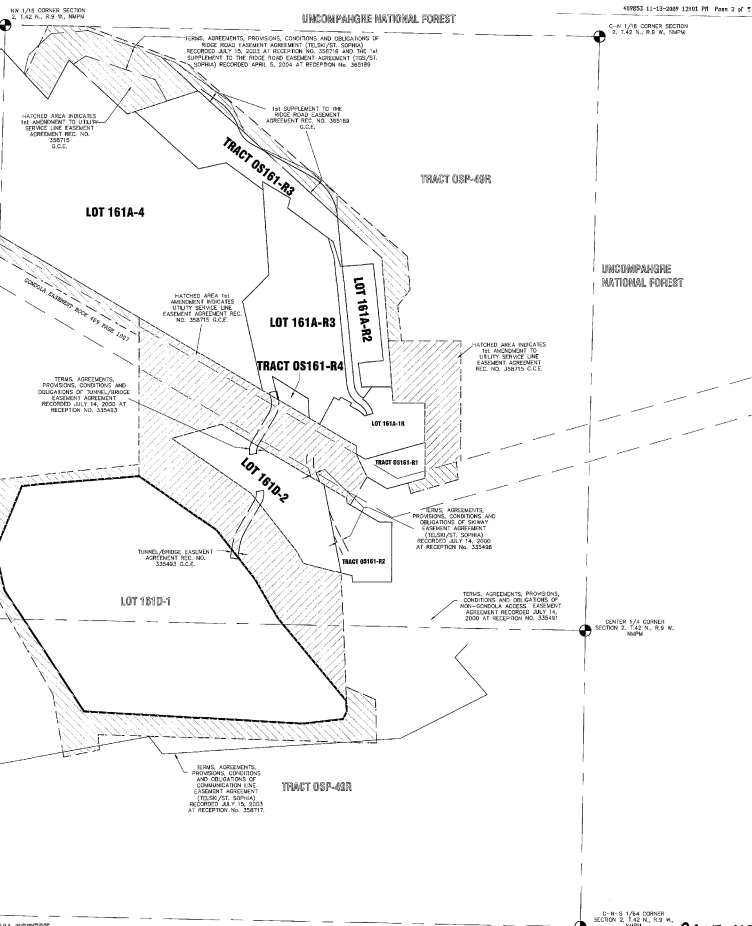
| NO. | REVISIONS | DATE |
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**DRB UTILITY PLAN**

**C3**







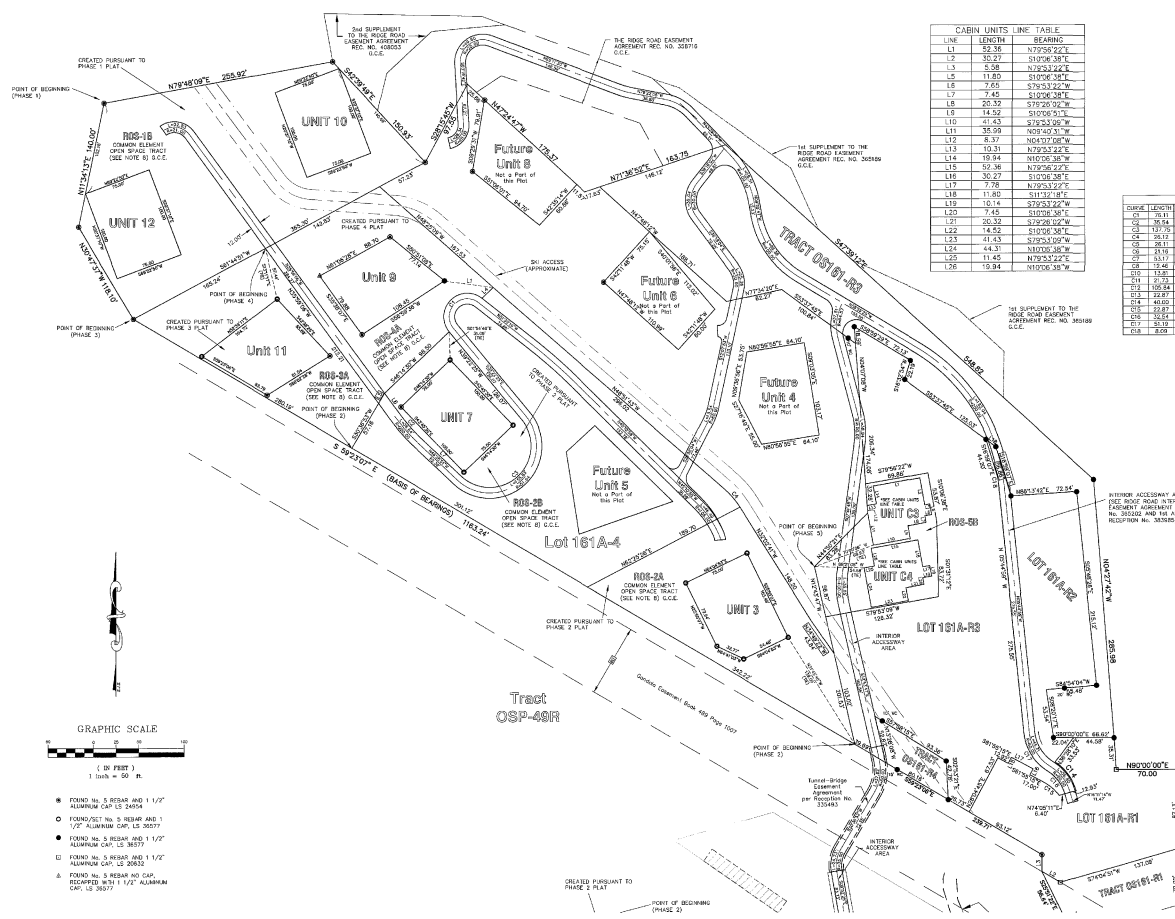
**5th SUPPLEMENTED AND AMENDED PLANNED COMMUNITY PLAT OF**  
**THE RIDGE AT TELLURIDE - PHASES 1, 2, 3, 4, 5, AND 6**

LOCATED IN SECTION 2, T.42N., R.10W.  
 SAN MIGUEL COUNTY  
 STATE OF COLORADO

**SAN JUAN SURVEYING**  
 SURVEYING \* PLANNING  
 16010 SOCIETY DRIVE TELLURIDE, CO 81435  
 (970) 728-1158 (970) 728-9201 fax  
 OFFICE@SANJUANSURVEYING.NET

DATE: 11/05/2009  
 JOB: 09090  
 DRAWN BY: CRK  
 CHECKED BY: JPL  
 REVISION:  
 DATE:  
 SHEET: 3 OF 5

**PAGE 4284**



**CABIN UNITS LINE TABLE**

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 22.38  | N75°52'27"E |
| L2   | 35.27  | S10°56'54"E |
| L3   | 5.08   | S29°22'44"E |
| L4   | 11.80  | S10°56'54"E |
| L5   | 7.65   | S75°53'32"W |
| L6   | 7.45   | S10°56'54"E |
| L7   | 20.52  | S75°20'52"W |
| L8   | 14.22  | S10°56'54"E |
| L9   | 41.43  | S25°33'26"W |
| L10  | 38.50  | N05°40'51"W |
| L11  | 6.37   | N45°17'02"W |
| L12  | 10.31  | N75°53'27"E |
| L13  | 18.84  | N10°56'54"E |
| L14  | 52.38  | N75°56'27"E |
| L15  | 30.27  | S10°56'54"E |
| L16  | 7.78   | N25°33'27"E |
| L17  | 11.80  | S11°17'48"E |
| L18  | 10.14  | S25°33'27"W |
| L19  | 7.45   | S10°56'54"E |
| L20  | 6.37   | S25°33'27"W |
| L21  | 20.52  | S25°33'27"W |
| L22  | 14.52  | S10°56'54"E |
| L23  | 41.43  | S25°33'27"W |
| L24  | 44.31  | N10°56'54"E |
| L25  | 11.45  | N75°53'27"E |
| L26  | 19.94  | N10°56'54"E |

**CURVE TABLE**

| CHORD LENGTH | ARC LENGTH | ANGLE   | BEARING     |
|--------------|------------|---------|-------------|
| CE 1         | 14.82      | 112.12  | S25°33'27"E |
| CE 2         | 16.41      | 124.26  | S10°56'54"E |
| CE 3         | 18.00      | 136.40  | S10°56'54"E |
| CE 4         | 19.59      | 148.54  | S10°56'54"E |
| CE 5         | 21.18      | 160.68  | S10°56'54"E |
| CE 6         | 22.77      | 172.82  | S10°56'54"E |
| CE 7         | 24.36      | 184.96  | S10°56'54"E |
| CE 8         | 25.95      | 197.10  | S10°56'54"E |
| CE 9         | 27.54      | 209.24  | S10°56'54"E |
| CE 10        | 29.13      | 221.38  | S10°56'54"E |
| CE 11        | 30.72      | 233.52  | S10°56'54"E |
| CE 12        | 32.31      | 245.66  | S10°56'54"E |
| CE 13        | 33.90      | 257.80  | S10°56'54"E |
| CE 14        | 35.49      | 269.94  | S10°56'54"E |
| CE 15        | 37.08      | 282.08  | S10°56'54"E |
| CE 16        | 38.67      | 294.22  | S10°56'54"E |
| CE 17        | 40.26      | 306.36  | S10°56'54"E |
| CE 18        | 41.85      | 318.50  | S10°56'54"E |
| CE 19        | 43.44      | 330.64  | S10°56'54"E |
| CE 20        | 45.03      | 342.78  | S10°56'54"E |
| CE 21        | 46.62      | 354.92  | S10°56'54"E |
| CE 22        | 48.21      | 367.06  | S10°56'54"E |
| CE 23        | 49.80      | 379.20  | S10°56'54"E |
| CE 24        | 51.39      | 391.34  | S10°56'54"E |
| CE 25        | 52.98      | 403.48  | S10°56'54"E |
| CE 26        | 54.57      | 415.62  | S10°56'54"E |
| CE 27        | 56.16      | 427.76  | S10°56'54"E |
| CE 28        | 57.75      | 439.90  | S10°56'54"E |
| CE 29        | 59.34      | 452.04  | S10°56'54"E |
| CE 30        | 60.93      | 464.18  | S10°56'54"E |
| CE 31        | 62.52      | 476.32  | S10°56'54"E |
| CE 32        | 64.11      | 488.46  | S10°56'54"E |
| CE 33        | 65.70      | 500.60  | S10°56'54"E |
| CE 34        | 67.29      | 512.74  | S10°56'54"E |
| CE 35        | 68.88      | 524.88  | S10°56'54"E |
| CE 36        | 70.47      | 537.02  | S10°56'54"E |
| CE 37        | 72.06      | 549.16  | S10°56'54"E |
| CE 38        | 73.65      | 561.30  | S10°56'54"E |
| CE 39        | 75.24      | 573.44  | S10°56'54"E |
| CE 40        | 76.83      | 585.58  | S10°56'54"E |
| CE 41        | 78.42      | 597.72  | S10°56'54"E |
| CE 42        | 80.01      | 609.86  | S10°56'54"E |
| CE 43        | 81.60      | 622.00  | S10°56'54"E |
| CE 44        | 83.19      | 634.14  | S10°56'54"E |
| CE 45        | 84.78      | 646.28  | S10°56'54"E |
| CE 46        | 86.37      | 658.42  | S10°56'54"E |
| CE 47        | 87.96      | 670.56  | S10°56'54"E |
| CE 48        | 89.55      | 682.70  | S10°56'54"E |
| CE 49        | 91.14      | 694.84  | S10°56'54"E |
| CE 50        | 92.73      | 706.98  | S10°56'54"E |
| CE 51        | 94.32      | 719.12  | S10°56'54"E |
| CE 52        | 95.91      | 731.26  | S10°56'54"E |
| CE 53        | 97.50      | 743.40  | S10°56'54"E |
| CE 54        | 99.09      | 755.54  | S10°56'54"E |
| CE 55        | 100.68     | 767.68  | S10°56'54"E |
| CE 56        | 102.27     | 779.82  | S10°56'54"E |
| CE 57        | 103.86     | 791.96  | S10°56'54"E |
| CE 58        | 105.45     | 804.10  | S10°56'54"E |
| CE 59        | 107.04     | 816.24  | S10°56'54"E |
| CE 60        | 108.63     | 828.38  | S10°56'54"E |
| CE 61        | 110.22     | 840.52  | S10°56'54"E |
| CE 62        | 111.81     | 852.66  | S10°56'54"E |
| CE 63        | 113.40     | 864.80  | S10°56'54"E |
| CE 64        | 114.99     | 876.94  | S10°56'54"E |
| CE 65        | 116.58     | 889.08  | S10°56'54"E |
| CE 66        | 118.17     | 901.22  | S10°56'54"E |
| CE 67        | 119.76     | 913.36  | S10°56'54"E |
| CE 68        | 121.35     | 925.50  | S10°56'54"E |
| CE 69        | 122.94     | 937.64  | S10°56'54"E |
| CE 70        | 124.53     | 949.78  | S10°56'54"E |
| CE 71        | 126.12     | 961.92  | S10°56'54"E |
| CE 72        | 127.71     | 974.06  | S10°56'54"E |
| CE 73        | 129.30     | 986.20  | S10°56'54"E |
| CE 74        | 130.89     | 998.34  | S10°56'54"E |
| CE 75        | 132.48     | 1010.48 | S10°56'54"E |
| CE 76        | 134.07     | 1022.62 | S10°56'54"E |
| CE 77        | 135.66     | 1034.76 | S10°56'54"E |
| CE 78        | 137.25     | 1046.90 | S10°56'54"E |
| CE 79        | 138.84     | 1059.04 | S10°56'54"E |
| CE 80        | 140.43     | 1071.18 | S10°56'54"E |
| CE 81        | 142.02     | 1083.32 | S10°56'54"E |
| CE 82        | 143.61     | 1095.46 | S10°56'54"E |
| CE 83        | 145.20     | 1107.60 | S10°56'54"E |
| CE 84        | 146.79     | 1119.74 | S10°56'54"E |
| CE 85        | 148.38     | 1131.88 | S10°56'54"E |
| CE 86        | 149.97     | 1144.02 | S10°56'54"E |
| CE 87        | 151.56     | 1156.16 | S10°56'54"E |
| CE 88        | 153.15     | 1168.30 | S10°56'54"E |
| CE 89        | 154.74     | 1180.44 | S10°56'54"E |
| CE 90        | 156.33     | 1192.58 | S10°56'54"E |
| CE 91        | 157.92     | 1204.72 | S10°56'54"E |
| CE 92        | 159.51     | 1216.86 | S10°56'54"E |
| CE 93        | 161.10     | 1229.00 | S10°56'54"E |
| CE 94        | 162.69     | 1241.14 | S10°56'54"E |
| CE 95        | 164.28     | 1253.28 | S10°56'54"E |
| CE 96        | 165.87     | 1265.42 | S10°56'54"E |
| CE 97        | 167.46     | 1277.56 | S10°56'54"E |
| CE 98        | 169.05     | 1289.70 | S10°56'54"E |
| CE 99        | 170.64     | 1301.84 | S10°56'54"E |
| CE 100       | 172.23     | 1313.98 | S10°56'54"E |



- FOUND NO. 5 RESIN AND 1 1/2" ALUMINUM CAP IS 24504
- FOUND/NOT NO. 5 RESIN AND 1 1/2" ALUMINUM CAP IS 28577
- FOUND NO. 5 RESIN AND 1 1/2" ALUMINUM CAP IS 38577
- FOUND NO. 5 RESIN AND 1 1/2" ALUMINUM CAP IS 28552
- ▲ FOUND NO. 5 RESIN AND CAP, RECOVERED WITH 1 1/2" ALUMINUM CAP IS 38577

**5th SUPPLEMENTED AND AMENDED PLANNED COMMUNITY PLAT OF THE RIDGE AT TELLURIDE - PHASES 1, 2, 3, 4, 5, AND 6**

LOCATED IN SECTION 2, T.42N., R.10W.  
SAN MIGUEL COUNTY  
STATE OF COLORADO

**SAN JUAN SURVEYING & PLANNING**  
1610 SOCIETY DRIVE TELLURIDE, CO 81415  
(970) 728-1128 (970) 728-1601 FAX  
OFFICE@SANJUANSURVEYING.NET

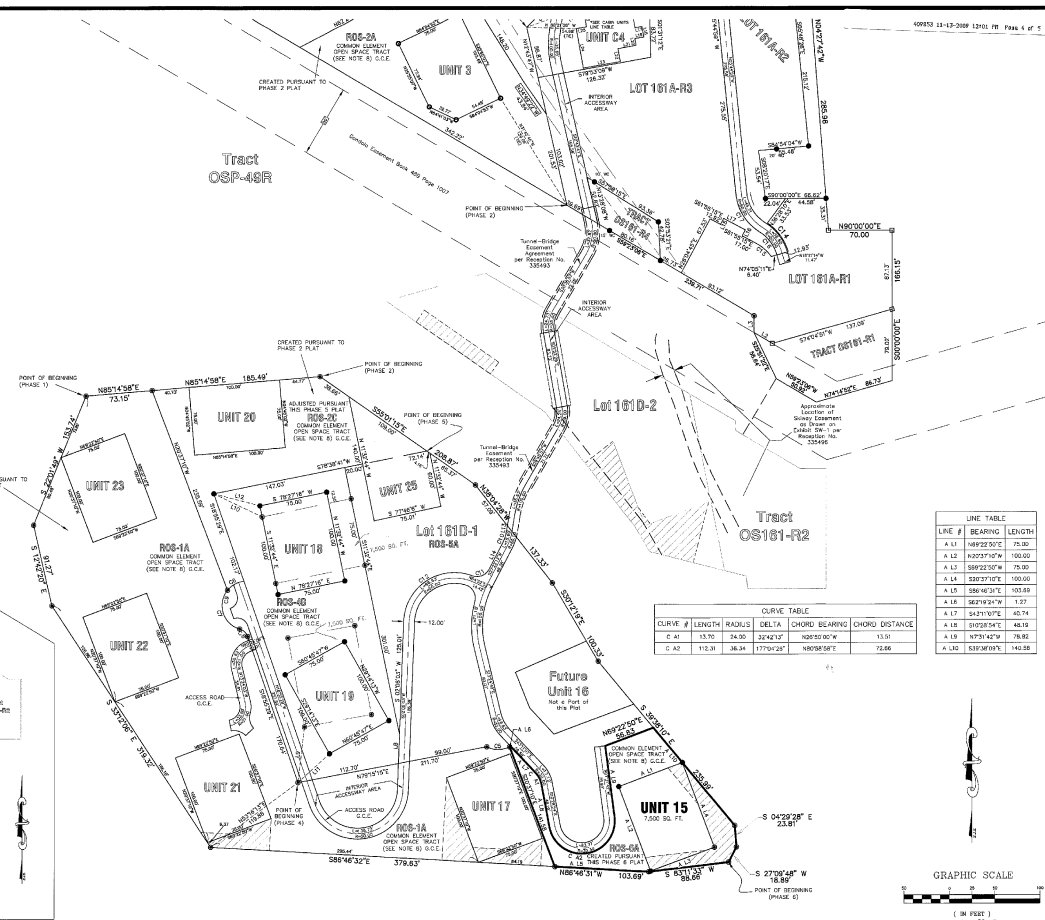
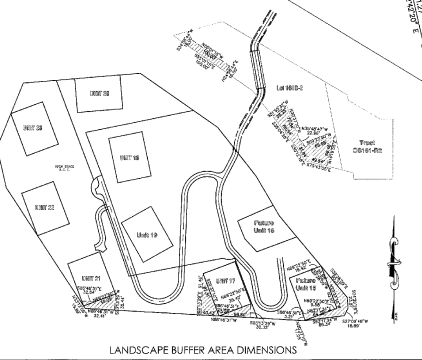
**PAGE 4285**

|             |            |
|-------------|------------|
| DATE:       | 11/23/2009 |
| JOB:        | 04068      |
| DRAWN BY:   | CRK        |
| CHECKED BY: | JPL        |
| REVISION:   |            |
| SHEET:      | 3 OF 5     |

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 58.15  | S82°52'40"E |
| L2   | 23.43  | N55°25'04"W |
| L3   | 15.99  | S20°00'00"W |
| L4   | 17.93  | S68°14'00"W |
| L5   | 26.86  | N35°52'00"W |
| L7   | 62.26  | N48°02'00"W |
| L8   | 32.17  | S20°06'00"W |
| L9   | 61.80  | N66°35'00"E |
| L10  | 58.56  | S84°13'31"E |
| L11  | 41.18  | S47°30'00"W |
| L12  | 52.46  | N75°55'54"W |
| L13  | 6.39   | S29°25'00"E |
| L14  | 22.27  | S27°22'00"W |
| L15  | 7.46   | N28°04'40"E |
| L16  | 7.46   | S28°04'40"W |
| L17  | 9.49   | N84°10'01"E |

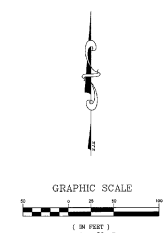
| CURVE # | LENGTH | RADIUS | DELTA      | CHORD BEARING | CHORD DISTANCE |
|---------|--------|--------|------------|---------------|----------------|
| C-1     | 15.70  | 24.90  | 212°21'    | N89°50'00"W   | 13.51          |
| C-2     | 115.31 | 46.34  | 177°04'22" | N05°58'58"E   | 72.66          |

- LANDSCAPE BUFFER AREA (SEE NOTE 9)
- FOUND NO. 5 REBAR AND 1 1/2" ALUMINUM CAP L.S. 30034
- FOUND NO. 5 REBAR AND 1 1/2" ALUMINUM CAP L.S. 30037
- SET NO. 5 REBAR AND 1 1/2" ALUMINUM CAP L.S. 30032
- FOUND NO. 5 REBAR AND 1 1/2" ALUMINUM CAP L.S. 30033
- FOUND NO. 5 REBAR AND 1 1/2" ALUMINUM CAP L.S. 30037



| CURVE # | LENGTH | RADIUS | DELTA      | CHORD BEARING | CHORD DISTANCE |
|---------|--------|--------|------------|---------------|----------------|
| C-1     | 15.70  | 24.90  | 212°21'    | N89°50'00"W   | 13.51          |
| C-2     | 115.31 | 46.34  | 177°04'22" | N05°58'58"E   | 72.66          |

| LINE # | BEARING     | LENGTH |
|--------|-------------|--------|
| A 11   | S89°22'50"E | 75.30  |
| A 12   | N20°27'10"W | 100.00 |
| A 13   | S89°22'50"W | 75.30  |
| A 14   | S89°27'10"E | 100.00 |
| A 15   | S89°04'00"E | 103.69 |
| A 16   | N62°19'24"W | 1.37   |
| A 17   | S43°19'07"E | 45.74  |
| A 18   | S77°25'42"E | 48.94  |
| A 19   | N75°14'25"W | 78.82  |
| A 110  | S18°58'00"E | 142.58 |



5th SUPPLEMENTED AND AMENDED PLANNED COMMUNITY PLAT OF THE RIDGE AT TELLURIDE - PHASES 1, 2, 3, 4, 5, AND 6

LOCATED IN SECTION 2, T.42N., R.10W. SAN MIGUEL COUNTY STATE OF COLORADO

**SAN JUAN SURVEYING + PLANNING**  
 1610 S. SOCIETY DRIVE, TELLURIDE, CO. 81415  
 (970) 728-1228 (970) 728-9001 FAX  
 OFFICE@SANJUANSURVEYING.NET

DATE: 11/06/2009  
 JOB: 09069  
 DRAWN BY: CRK  
 CHECKED BY: JRL  
 DESIGN: JRL  
 SHEET: 4 OF 5





Fire and Emergency Medical  
Memorandum of Agreement  
(Lots 161A-1R, 161A-2, 161A-3, 161A-4 and 161D-1)

Date: May 18, 2006

Re: Fire and Emergency Medical Services for Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2, Town of Mountain Village

The purpose of this memorandum of agreement is to set forth the fire and emergency medical measures identified by the Telluride Fire Protection District ("District"), Ridge At Telluride Homeowners Association, Inc. ("Ridge HOA") and St. Sophia Partners, LLLP ("St. Sophia") relating to the development and ultimate use of Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2, Town of Mountain Village ("Ridge").

A. Background.

A.1 Level of Service. The level of service available to the Ridge will never be on par with the level provided in the areas of the Ridge that are serviced by year around access roads. The District covers several hundred square miles ranging from urban areas such as the Town of Telluride to distant mesas such as Hastings and Specie to high alpine areas with structures such as the houses at Alta Lakes and TSG Ski & Golf Company's Tempter House and Gorrano Restaurant.

A.2 Limited Vehicle Access. During a portion of the year no District vehicles will be able to access the Ridge and during the balance of the year only a limited number of the District vehicles will be able to access the Ridge.

A.3 Immediate Plan. The immediate plan for the Ridge is to deal with it in the same manner the District deals with such things as snow-bound mesa houses, the Alta Lakes houses, Tempter House and Gorrano. If a fire or medical emergency occurs at the Ridge the District's personal and resources will be deployed to the extent it is able to transport them to the scene of the incident. The District's effectiveness will be limited by the time it takes to respond and the nature and amount of resources the District will be able to transport to the scene.

A.3 Long-term Plan. The long-term plan will entail all aspects of the Immediate Plan and will be supplemented in the manner described in the balance of this paragraph. St. Sophia will provide funding for the phased acquisition of fire fighting and emergency medical equipment as set forth in this agreement.

1. Fire Safety.

1.1 Fire Hydrants. Fire hydrants have been installed in the locations shown on Exhibit FM-1.

1.2 Ridge HOA Personnel . Designated employees ("Ridge HOA Personnel ") of the Ridge HOA will be trained to (i) assess fire danger situations (e.g. fire behavior training) (ii) if feasible, perform evacuation activities, and (iii) if feasible, perform limited fire suppression activities (e.g. use of fire extinguishers, sprinkler systems and fire hoses). The Ridge HOA Personnel will be trained to meet minimum qualifications determined by the District. The District and St. Sophia acknowledge the Ridge HOA Personnel will be at the Ridge only during their normal working hours and, therefore, 24 hour coverage will not occur.

1.3 Offsite Fire Personnel. The District and St. Sophia acknowledge and agree the primary fire safety activities will be performed by the volunteer fire departments associated with the District.

1.4 Onsite Equipment. St. Sophia will cause the following equipment to be located in a heated and weatherproof enclosure located within reasonable proximity to the gondola station (the enclosure may or may not be located within the Ridge Building):

| Item # | Item   | Quantity |
|--------|--|----------|
| F1     | PN # J-CMD11E00C1440 Firehawk Air Mask   | 4        |
| F2     | PN # 807587 H-30 Stealth Cylinder Spare  | 4        |
| F3     | Highwater LDH 5" x 100' High Pressure Hose   | 6        |
| F4     | Mercedes MTFS-800 1 3/4" x 50' color treated   | 18       |
| F5     | Mercedes MTFS-800 2 1/2" x 50' color treated   | 16       |
| F6     | PN # H-VITG TFT 1 1/2" Smooth Bore Nozzles   | 4        |
| F7     | 36' 3 section Ladder   | 1        |
| F8     | 24' 2 section Ladder   | 1        |
| F9     | 16' Roof Ladder  | 1        |
| F10    | 8' Pike Pole Fire Hooks  | 1        |
| F11    | 10' Pike Pole Fire Hooks   | 1        |
| F12    | 36" Fiberglass Handle Pick Headed Axe Fire Hooks   | 2        |
| F13    | 36" Fiberglass Handle Flat Headed Axe Fire Hooks   | 3        |
| F14    | 36" Halligan Bars Fire Hooks   | 3        |
| F15    | 21K2505 5" Storz x 2 1/2" Gated Wye Kochek   | 1        |
| F16    | 37R2515 2 1/2" x 1 1/2" Female to Male NH Kochek   | 3        |
| F17    | S54R55 Hydrant 5" NH Female to 5" Storz Kochek   | 1        |
| F18    | S54R56 5" Storz X 6" Female NH Kochek  | 1        |
| F19    | TFT AYNJ-NF 2 1/2" x 1 1/2" NH Gated Wye   | 4        |
| F20    | TFT AC5ANJ-NJ 2 1/2" Hydrant Gate Valve  | 2        |
| F21    | PN # 44400 Streamlight Fire Vulcan Standard System   | 4        |
| F22    | TFT Crossfire XFC-42 5" 2-2 1/2" w/ flapper valve inlet  | 1        |
| F23    | Darley PSE 1250 pump at 2400 RPM with 6 NPT suction and 4" NPT discharge coupled to a Cummins 6C8.3TAA 205 HP at 2200 rpm. Pump is mounted on a trailer                                | 1        |
| F24    | Trailer for hauling equipment  | 1        |
| F25    | The pump and equipment trailers will be pulled by a Bobcat 5600 Turbo Work Machine, or similar machine, owned by St. Sophia or the Ridge HOA and used in their normal daily operations | 1        |

1.5 Water Supply. The District and St. Sophia acknowledge and agree that all buildings constructed on the Ridge will be required to meet all applicable fire and building code requirements concerning fire flow volume and pressure. At the discretion of the District wet standpipes, located in interior stairways of larger non-single family buildings, may be required.

1.5.1 Pressure. Adequate pressure controls must be provided to insure that rupturing of sprinkler systems is not a chronic problem; however, the resolution of this issue must be balanced with the need to insure that adequate pressure is provided for fire fighting purposes.

1.6 Sprinkler Systems. All occupied buildings, whether residential or commercial, including single family residences, shall be equipped with a sprinkler system.

## 2. Emergency Medical



2.1 Medical Personnel. The District and St. Sophia acknowledge and agree that primary emergency medical activities will be performed by the personnel (“Offsite Emergency Medical Personnel”) of the emergency medical service organizations associated with the District.

2.2 Onsite Equipment. St. Sophia will cause the following equipment shown below to be located in a heated and weatherproof enclosure located within reasonable proximity to the gondola station (the enclosure may or may not be located within the Ridge Building):

| Item # | Item             | Quantity |
|--------|------------------|----------|
| M1     | To Be Determined |          |

2.3 Transportation Of Patient. The District and St. Sophia acknowledge that emergency medical transportation needs will fall into two categories, (i) transportation within the Ridge and (ii) transportation from the Ridge to a location accessible by a District ambulance. Consequently the following shall apply:

2.3.1 Transportation Within The Ridge. The transportation vehicle (“Onsite Transport Vehicle”) within the Ridge will fulfill the need of transporting a patient from the patient’s point of initial contact with emergency medical personnel to the vehicle or mechanism (“Offsite Transport Vehicle”) that will transport the patient from the Ridge to a location accessible by a District ambulance. The Onsite Transport Vehicle will (i) provide protection from outdoor elements and (ii) allow emergency medical personnel to administer emergency medical assistance while in route to the Offsite Transport Vehicle. The Onsite Transport Vehicle will be the following:

| Item   | Quantity |
|--|----------|
| Equinox Industries Snowbulance with rubber tires   | 1        |
| The rubber tired Snowbulance will be pulled by a GEM Car, or similar machine, owned by St. Sophia or the Ridge HOA and used in their normal daily operations | 1        |

2.5.2 Transportation From The Ridge. Transportation from the Ridge will be dictated by whether or not the summer access road is open. If the summer access road is open then it is anticipated a District ambulance will be able to access the Ridge. If the summer access road is not open then the Offsite Transport Vehicle will fulfill the need of transporting a patient from the Onsite Transport Vehicle to a location accessible by a District ambulance. The Offsite Transport Vehicle will be the following:

| Item   | Quantity       |
|--|----------------|
| Equinox Industries Snowbulance with skis   | 1              |
| The ski equipped Snowbulance will be pulled by a snow machine owned by St. Sophia or the Ridge HOA and used in their normal daily operations | 1              |
| In appropriate instances, during hours of operation the gondola may function as the Offsite Transport Vehicle.                               | Not applicable |

3. Transportation Of Emergency Personnel. The District and St. Sophia acknowledge that fire fighters and Offsite Emergency Medical Personnel will have to be transported to the Ridge in response to emergency fire and medical incidents. This transportation will be provided as follows:

3.1 Gondola. The gondola will be used whenever it is in operation.

3.2 Surface Vehicles.

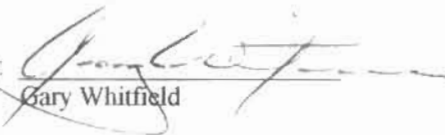
3.2.1 Rubber Tire Access. During those times of the year when rubber tire vehicles may access the Ridge, the District will utilize those of its vehicles that are capable of negotiating the access road to the Ridge.

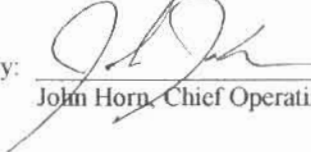
3.2.2 Snow Access. St. Sophia has a snowcat and sled, capable of carrying up to 6,000 pounds, and a tracked four-wheel drive pickup truck. Both of these pieces of equipment will be located at the Ridge laydown yard, 112 Prospect Creek Dr. Personnel to operate the equipment will be provided by the St. Sophia Partners, LLLP, and the TFPD will not be expected to operate this equipment to gain access to the project. When gondola or rubber tire access is not available, fire fighters and Offsite Emergency Medical Personnel will be transported to the Ridge using the St. Sophia vehicles.

4. Notice. For the purpose of providing notice of the existence of this agreement to persons owning property at the Ridge, the parties will record the Notice of Fire and Emergency Medical Memorandum of Agreement (Lots 161A-1R, 161A-2, 161A-3, 161A-4 and 161D-1), Exhibit FM-1, in the real estate records of the Clerk and Recorder of San Miguel County, Colorado.

Telluride Fire Protection District

St. Sophia Partners, LLLP

By:   
Gary Whitfield

By:   
John Horn, Chief Operating Officer

List of Exhibits

| Exhibit # | Name   | Paragraph |
|-----------|--|-----------|
| FM-1      | Notice of Fire and Emergency Medical Memorandum of Agreement (Lots 161A-1R, 161A-2, 161A-3, 161A-4 and 161D-1) | 4         |

# DRB Direction

1. Whether the general design of the home is acceptable
2. Whether the stone application percentages reflected in these elevations are acceptable even though it is less than the 35% required under the design regulations
3. Whether the landscape plan as presented will be acceptable for final approval
4. Whether an exterior lighting plan that is substantially similar to the one we have presented will be acceptable for final approval
5. Whether a roof plan that is substantially similar to the one we have presented will be acceptable for final approval
6. Whether there are any concerns with the height of the home
7. Whether the construction mitigation plan will be acceptable for final approval
8. Whether the Board has any suggestions that might add interest, variety and character to the front entryway
9. Whether you believe it would be appropriate to approve the encroachment for parking
10. Whether the Board has any suggestions that might add variety and detail to the railings on the rooftop garage
11. Whether you would waive the requirement for plans stamped by a Colorado licensed architect and, instead, accept plans stamped by the Colorado Division of Housing pursuant to its factory built structures program
12. Whether you would waive the requirement for a grading plan and utility plan prepared by a Colorado licensed engineer and, instead, accept plans we have submitted

13. CD model



# SIGN-IN SHEET

DRB Meeting

Wednesday, March 30, 2016

Please write clearly

| ATTENDEE NAME<br>(PLEASE PRINT CLEARLY) | ADDRESS |
|---|---------|
| Anton Benitez                           |         |
| John Horn                               |         |
| Carlotta Horn                           |         |
| Emily Brattford                         |         |
| Garrett Brattford                       |         |
| Doug <sup>LAST</sup> Tooley             |         |
| GREG DENNEE                             |         |
| CHRIS HAWKINS                           |         |
| ANDREW DAILE                            |         |
| APAMBIREK                               |         |
| Jack Wessm                              |         |
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**TOWN OF MOUNTAIN VILLAGE**

**OATH OF OFFICE  
DESIGN REVIEW BOARD**

I, Luke Trujillo, do hereby swear, (or affirm), that I will support the Constitution of the United States, the Constitution and laws of the State of Colorado, the Town Charter and Ordinances of the Town of Mountain Village; that I will bear true faith and allegiance to the same and that I will faithfully perform the duties of Design Review Board Member to the best of my ability, so help me God, (or I so do affirm).

  
Signature

Date 2016.03.30

Attest:

  
Deputy Clerk or Town Clerk  
Town of Mountain Village

**TOWN OF MOUNTAIN VILLAGE**

**OATH OF OFFICE  
DESIGN REVIEW BOARD**

I, Keith Brown, do hereby swear, (or affirm), that I will support the Constitution of the United States, the Constitution and laws of the State of Colorado, the Town Charter and Ordinances of the Town of Mountain Village; that I will bear true faith and allegiance to the same and that I will faithfully perform the duties of Design Review Board Member to the best of my ability, so help me God, (or I so do affirm).

Keith Brown  
Signature KEITH BROWN

Date 3/30/2016

Attest:

Susan Johnson  
Deputy Clerk or Town Clerk  
Town of Mountain Village



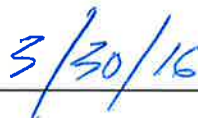
**TOWN OF MOUNTAIN VILLAGE**

**OATH OF OFFICE  
DESIGN REVIEW BOARD**

I, Banks Brown, do hereby swear, (or affirm), that I will support the Constitution of the United States, the Constitution and laws of the State of Colorado, the Town Charter and Ordinances of the Town of Mountain Village; that I will bear true faith and allegiance to the same and that I will faithfully perform the duties of Design Review Board Member to the best of my ability, so help me God, (or I so do affirm).



Signature



Date

Attest:



Deputy Clerk or Town Clerk  
Town of Mountain Village